NOTICE OF COUNCIL MEETING

VIRTUAL MEETING (Open to the Public)

Monday, July 14, 2025

Members of the Aurora City Council will participate remotely in the July 14, 2025 Council Meeting. Members of the public and media are invited to view or listen live through the options listed below.

www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

Call: 885-695-3475

Call-in Participation

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

Individuals 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 5:15 p.m. on the day of the Council Meeting.

- Individuals calling to comment on agenda items during the Council Meeting 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.

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, July 14, 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 July 14, 2025

STUDY SESSION OF THE AURORA CITY COUNCIL

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

REGULAR MEETING OF THE AURORA CITY COUNCIL

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

AGENDA

Regular Meeting of the Aurora City Council

Monday, July 14, 2025, 6:00 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 **June 23, 2025 Meeting Minutes** 10

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

9. CONSENT CALENDAR - MOTIONS

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

   9.a **Motions**

      9.a.1 **Advanced Public Safety Funds Agreement** 31

      Emma Knight, Manager of Homelessness Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

      9.a.2 **Police Collective Bargaining Agreement 2025-2026 - Amended Agreement** 53

      Jason Batchelor, City Manager / Kim Skaggs, Assistant City Attorney

9.b Planning Matters

9.c Appointments to Boards and Commissions

9.c.1 Consideration to Reappoint Three (3) Members to the Oil and Gas Advisory Committee 75

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

10. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

10.a Resolutions

10.a.1 Department of Local Affairs (DOLA) Tenant Support Services Intergovernmental Agreement (IGA) 95

R2025-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THE COLORADO DEPARTMENT OF LOCAL AFFAIRS TO FUND TENANCY SUPPORT SERVICES AT THE AURORA REGIONAL NAVIGATION CAMPUS

Emma Knight, Manager of Homelessness Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

10.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

10.b.1 Porteos Business Improvement District (BID) Property Exclusion 164

2025-51 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF THE PORTEOS BUSINESS IMPROVEMENT DISTRICT

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

10.b.2 **Lease - Purchase Certificates of Participation (COP) Financing – Animal Shelter** 196

2025-52 AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING FOR THE CONSTRUCTION OF AN ANIMAL SHELTER PURSUANT TO THE TERMS OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

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

10.b.3 **Amendments to the City Charter Concerning Non-Substantive Updates to Create Gender Neutrality** 215

2025-54 AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, PROPOSED AMENDMENTS TO ARTICLES 2-2, 3-10, 3-14, 3-15, 3-16, 3-17, 5-2, 6-5, 7-4, 8-2, 10-1, 10-5, 10-8, 11-2, 11-3, 12-7, 14-9, AND 15-9 OF THE CITY CHARTER CONCERNING NON-SUBSTANTIVE UPDATES TO THE CITY CHARTER TO CREATE GENDER NEUTRALITY

Jason Batchelor, City Manager / Peter Schulte, City Attorney

10.b.4 **Amendments to the City Charter Concerning Filling City Council Vacancies Based on the Timing of the Vacancy** 241

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

Jason Batchelor, City Manager / Peter Schulte, City Attorney

10.b.5 **Amendment to the City Charter Concerning the Residency Requirement for the City Manager** 248

2025-56 AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO ARTICLE 7-1 OF THE CITY CHARTER CONCERNING THE RESIDENCY REQUIREMENT FOR THE CITY MANAGER

Jason Batchelor, City Manager / Peter Schulte, City Attorney

10.b.6 **Amendment of the City Charter Establishing the Salaries of the Mayor and City Council Members** 255

2025-58 AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO ARTICLE 3-6 OF THE CITY CHARTER ESTABLISHING THE SALARIES OF THE MAYOR AND CITY COUNCIL MEMBERS BASED ON THE SALARY OF AN ARAPAHOE COUNTY COMMISSIONER

Jason Batchelor, City Manager / Peter Schulte, City Attorney

10.b.7 **First Creek Detention Facility Upstream of I-70 – Zoning Map Amendment** 262

2025-60 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING FOUR CONTIGUOUS PARCELS OF LAND MEASURING 56.5 ACRES, MORE OR LESS, LOCATED SOUTH OF I-70 AND COLFAX AND ABOUT HALF A MILE EAST OF E-470 TO MIXED-USE REGIONAL DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (THE FIRST CREEK DETENTION FACILITY ANNEXATION ZONING MAP AMENDMENT)

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

10.b.8 **Fitzsimons Innovation Community General Development Plan Amendment No. 16** 289

2025-61 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE FITZSIMONS GENERAL DEVELOPMENT PLAN TO ALLOW FOR INCREASED RESIDENTIAL USES (FITZSIMONS GDP AMENDMENT #16)

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

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

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

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

11.b **QuikTrip 4263 Site Plan Appeal** 445

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

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

11.c **Urban Cottages Jewell - Zoning Map Amendment** 540

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

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

11.d **Amendment to the City Code to Add a Local Amendment to the Model Traffic Code Pertaining to the Offense of Eluding** 592

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

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

11.e **Amendment to the City Code to Enforce State Vehicle Registration Requirements** 598

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

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

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

11.f **DUAL LISTING: Proposed Colfax Downtown Development Authority Election** 604

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

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

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

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

11.g **Cottonwood Creek Metropolitan District Nos 3 – 10 Service Plan and Amendment** 672

R2025-72 A PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR COTTONWOOD CREEK METROPOLITAN DISTRICT NOS. 3-5 AND THE SERVICE PLAN FOR COTTONWOOD CREEK METROPOLITAN DISTRICT NOS. 6-10 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICTS

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

12. INTRODUCTION OF ORDINANCES

12.a Vape and Smoke Shop Moratorium 756

2025-66 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DECLARING A MORATORIUM ON ALL NEW VAPE STORES AND SMOKE SHOPS FOR A PERIOD OF SIX MONTHS

Sponsor: Alison Coombs, Council Member / Ruben Medina, Council Member

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

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

13.a Cabaret License Modifications 761

2025-53 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 6-136, 6-137, 6-142, 6-143, 6-145, 6-171 AND 6-172 RELATING TO THE REGULATION OF CABARETS

Sponsor: Danielle Jurinsky, Council Member

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

13.b Amendment to the City Charter Concerning Elective Public Office 776

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

Jason Batchelor, City Manager / Peter Schulte, City Attorney

13.c **A Proposed Amendment to Article 3-5 of the City Charter Clarifying that the Ward and At-Large Positions are Separate Offices like the Mayor Regarding Term Limits** 783

2025-59 AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO ARTICLE 3-5 OF THE CITY CHARTER SEPARATING TERM LIMITS FOR WARD AND AT-LARGE CITY COUNCIL POSITIONS AND PERMITTING CONSECUTIVE SERVICE IN BOTH POSITIONS

Jason Batchelor, City Manager / Peter Schulte, City Attorney

14. ANNEXATIONS

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

16.a **Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings, and Changes to Council Rules** 790

Peter Schulte, City Attorney

17. REPORTS

17.a Mayor

17.b Council

18. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, June 23, 2025

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

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1. CALL TO ORDER

Mayor Coffman reconvened the regular meeting of the City Council at 6:00 p.m.

2. ROLL CALL

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

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the June 23, 2025 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgement.

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session, stating contract negotiations were discussed.

6. APPROVAL OF MINUTES

6.a June 9, 2025 Meeting Minutes

Moved by: Steve Sundberg

Second by: Amsalu Kassaw

Does Council wish to approve the minutes of the June 9, 2025 meeting?

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

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

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

Moved by: Françoise Bergan

Second by: Danielle Jurinsky

Does Council wish to adopt the agenda as presented?

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

9. CONSENT CALENDAR - MOTIONS

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

Moved by: Curtis Gardner

Second by: Angela Lawson

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

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

9.a Motions

9.b Planning Matters

9.c Appointments to Boards and Commissions

9.c.1 Consideration to Appoint One (1) Member to the Board of Adjustment and Appeals

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

9.c.2 Consideration to Reappoint Three (3) Members and Appoint One (1) Member to the Metro Water Recovery District Board of Directors

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

10. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

Moved by: Françoise Bergan

Second by: Stephanie Hancock

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

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

10.a Resolutions

10.a.1 Intergovernmental Agreement (IGA) for Aurora Urban Renewal Authority (AURA) Reimbursement of a Portion of City Expenses for the I-70 and Picadilly Interchange Project

R2025-66 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE AURORA URBAN RENEWAL AUTHORITY FOR CERTAIN REIMBURSEMENT OF THE I-70 AND PICADILLY INTERCHANGE IMPROVEMENTS (HORIZON PLAN AREA)

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

10.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

Mayor Coffman read the decorum announcement.

11.a First Creek Detention Facility Upstream of I-70 – Zoning Map Amendment

2025-60 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING FOUR CONTIGUOUS PARCELS OF LAND MEASURING 56.5 ACRES, MORE OR LESS, LOCATED SOUTH OF I-70 AND COLFAX AND ABOUT HALF A MILE EAST OF E-470 TO MIXED-USE REGIONAL DISTRICT AND AMENDING THE ZONING

MAP ACCORDINGLY (THE FIRST CREEK DETENTION FACILITY ANNEXATION ZONING MAP AMENDMENT)

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

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

Moved by: Steve Sundberg

Second by: Stephanie Hancock

Does the City Council wish to support the ordinance to a zoning map amendment for the initial zoning of 56.5 acres to Mixed Use – Regional District (MU-R) for the First Creek Detention Facility Upstream of I-70 Zoning Map Amendment?

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

11.b Fitzsimons Innovation Community General Development Plan Amendment No. 16

2025-61 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE FITZSIMONS GENERAL DEVELOPMENT PLAN TO ALLOW FOR INCREASED RESIDENTIAL USES (FITZSIMONS GDP AMENDMENT #16)

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

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

CM Murillo commented that there were promising components about this, and the multimodal aspect was encouraging especially near the Greenway. She had reservations that there was no cap on the height of the building or density and asked what other parts of the city had that same allowance.

Staff responded that the existing approved GDP does not have a height limit, which is generally to encourage density and allow density as much as the

market will permit, and the highest proposal they have seen was in the realm of 10 to 12 stories. She noted that high rise residential is pretty rare in Aurora, but is a market that is growing, and due to the limited space in the land of the GDP area, they encourage to build up and reserve lands for other things like drainage facilities, amenities, plaza spaces, and parks. She said there are other areas in the city that have a lot of leverage and flexibility and the Transit Oriented Development Corps also does not have a max.

CM Murillo mentioned that one of her interests and a big need in the area is preserving accessibility from an affordability standpoint. She recognized this was not the phase of the project where they dig into that, but it is at the forefront of her mind, and she hopes that if they increase the density allowance by that much, that they really think about mixed use and incorporate accessibility that way.

CM Coombs hoped to hear more about connection to the surrounding community outside of the campus, as they are aware of what happens when highly developed research facilities and communities exist and come into underinvested neighborhoods without consideration of what the relationship is. She said they are also aware there has been efforts over time between Anschutz and Fitzsimmons and the surrounding community and all of them have not been accepted. She expressed they have also had conversations about the boundaries of the campus for a while and how to soften boundaries of the campus and create opportunity of a relationship with the neighborhood. She supported this from a general development standpoint, but wanted to hear about the thoughts and plans in building that relationship.

Staff expressed that campuses like this often build inside and focus in, but they are shifting that with this plan by focusing externally and ensuring that the boundaries do not feel like boundaries but like a neighborhood and community. She stated they are working with Aurora Public Schools on how to ensure students in high schools are working on the campus through paid internships so they can get experience and also see themselves here. She said they discussed that they have a lot of contracts that come onto the campus in a range of services, but she felt they could do a better job of ensuring the community gets an opportunity to have some of those contracts.

Mayor Coffman stated that the University of Colorado on the Anschutz Campus has outreach into the community that has been ongoing that they have been financing.

CM Coombs noted that some of those efforts are the ones she was talking about that have not been entirely effective, but she felt they could do better, and it sounds like they are trying to.

CM Murillo expressed that she would be curious to know at a later time what the commitment to community looks like and what kind of leadership they

can plan in steering the community campus partnership, as it seems that only CU is putting money towards the economic benefit, and during COVID there were threats to completely back away from those initiatives. She hoped the FRA can take that leadership moving forward.

CM Bergan applauded Kelly, her staff, the architects, and everyone else in terms of all the work they put into this fantastic master plan that will incorporate much more needed housing and park improvements. She was excited that this was coming to fruition and that they would see more expansion of their bioscience campus, bringing more employment, and having housing available for the people that work on campus.

Moved by: Curtis Gardner

Second by: Françoise Bergan

Does the City Council wish to support an ordinance for a map and text change (zoning map amendment) to the Fitzsimons Innovation Community General Development Plan Amendment No. 16. with the condition that the remaining technical corrections be made prior to recordation of the amended GDP?

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

11.c Porteos Business Improvement District (BID) Property Exclusion

2025-51 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF THE PORTEOS BUSINESS IMPROVEMENT DISTRICT

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

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

CM Coombs commented that Council is accountable to the people that own that land, and it is their responsibility when someone says they do not want to be a part of this funding mechanism where they have leveraged certain fees to be a part of it, and it is our responsibility also listen to them, as we do not force people to be in business improvement districts. She added that BIDs are not accountability tools, they're financing tools.

Moved by: Steve Sundberg

Second by: Stephanie Hancock

Does the Council wish to support the ordinance of the Porteos Business Improvement District (BID) Property Exclusion?

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

11.d Aurora Commerce Center (ACC) Metropolitan District Service Plan Amendment

R2025-67 A PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR ACC METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

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

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

CM Coombs stated that she saw there was $71 million of maximum taxing authority, but did not see the number of homes expected to be constructed. She asked if that information was available.

Staff answered yes. He said this was a commercial only metro district and there's a total of four buildings associated with the project.

Moved by: Françoise Bergan

Second by: Danielle Jurinsky

Does Council wish to support the resolution of the Aurora Commerce Center (ACC) Metropolitan District Service Plan Amendment?

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

Absent: (1): Curtis Gardner

12. INTRODUCTION OF ORDINANCES

12.a Lease - Purchase Certificates of Participation (COP) Financing – Animal Shelter

2025-52 AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING FOR THE CONSTRUCTION OF AN ANIMAL SHELTER PURSUANT TO THE TERMS OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

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

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

CM Murillo asked staff to comment on some of the issues that were raised around budget, land, location, etc.

Staff stated that these are budget expenses but was not able to speak to the land or the facility, as she was strictly there to address the ordinance.

J. Prosser added that the land being utilized for the project was a piece of city owned and had been slated for extension services in the future, so that is what was being put on the land with the new animal shelter.

CM Murillo asked where it is currently located.

J. Prosser answered it is in the backup south and east of the current shelter facility, and it is vacant land that is zoned industrial.

Moved by: Danielle Jurinsky

Second by: Alison Coombs

Does the Council wish to support the ordinance of the Lease - Purchase Certificates of Participation (COP) Financing - Animal Shelter?

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

Absent: (1): Curtis Gardner

12.b DUAL LISTING: Cabaret License Modifications

2025-53 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 6-136, 6-137, 6-142, 6-143, 6-145, 6-171 AND 6-172 RELATING TO THE REGULATION OF CABARETS

Sponsor: Danielle Jurinsky, Council Member

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

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

CM Jurinsky offered an amendment to add the language that these businesses are required to have insurance at the direction of City Attorney Schulte, so they do not have to vote on this a third time.

CM Coombs supported the amendment and amending on the floor, but did not support both dual listing and amending from the floor. She stated that she would be voting no, because that represented pushing things through without the opportunity to fully review something that accurately reflected what they are voting on. She added that dual listings should be reserved for when there was an emergent or urgent situation or something that will not change policy.

Mayor Coffman asked the city attorney if there were any technical issues.

P. Schulte answered no and explained that there would be a final publication before the next meeting, and that it would be published as amended to be on the agenda for the second and final reading, and it would be legal.

Moved by: Danielle Jurinsky

Second by: Françoise Bergan

Does the Council wish to support the ordinance of the Cabaret License Modifications as amended?

Voting Aye: (6): Françoise Bergan, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Ruben Medina, and Steve Sundberg

Voting Nay: (2): Alison Coombs, and Crystal Murillo

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

Amendment:

Moved by: Danielle Jurinsky

Second by: Amsalu Kassaw

Does Council wish to approve the following amendments:

Section 6 - For the term of the cabaret license maintain liability insurance, or other documentation indicating financial responsibility, indicating the license has Liquor Liability insurance or General Liability Insurance including a Liquor Liability endorsement with limits of coverage as determined by the Finance Director.

Section 7 - Certificate of Insurance, or other documentation indicating financial responsibility, indicating the applicant has Liquor Liability insurance or General Liability insurance including a Liquor Liability endorsement with limits of coverage as determined by the Finance Director.

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

Absent: (1): Curtis Gardner

12.c Amendments to the City Charter Concerning Non-Substantive Updates to Create Gender Neutrality

2025-54 AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, PROPOSED AMENDMENTS TO ARTICLES 2-2, 3-10, 3-14, 3-15, 3-16, 3-17, 5-2, 6-5, 7-4, 8-2, 10-1, 10-5, 10-8, 11-2, 11-3, 12-7, 14-9, AND 15-9 OF THE CITY CHARTER CONCERNING NON-SUBSTANTIVE UPDATES TO THE CITY CHARTER TO CREATE GENDER NEUTRALITY

Jason Batchelor, City Manager / Peter Schulte, City Attorney

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

CM Coombs commented that this talked a lot about recognizing nonbinary people, which is important, and it also did not assume people in leadership positions in the city were men, which is also important. She urged a yes vote.

CM Murillo voiced her support for this, as language does matter and impacts people's sense of belonging within our organization.

Moved by: Alison Coombs

Second by: Danielle Jurinsky

Does the Council wish to support the Amendments to the City Charter Concerning Non-Substantive Updates to Create Gender Neutrality?

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

Absent: (1): Curtis Gardner

12.d Amendments to the City Charter Concerning Filling City Council Vacancies Based on the Timing of the Vacancy

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

Jason Batchelor, City Manager / Peter Schulte, City Attorney

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

CM Hancock asked for clarification that this is different than what happened at the State Capitol, where people ran for elections, resigned, and appointed a successor to fill, their position, and that we are being more fair here with this revision stating that we would be able to have an election if it was more than the days prescribed.

P. Schulte expressed that as the charter reads today, if someone played musical chairs and went to another elected office, the Council would be able to appoint a new council member, but this puts limitations to that where an election is necessary depending on the time period. He noted that the election would only not be necessary if it was within the 90 days of a year due to the elections, but the person would still have to run in the next election whether their seat is up or not.

CM Coombs commented not to misunderstand that this body has operated in that manner described of appointing their replacements since roughly 1965, and numerous times someone resigned when they were about to term out and appointed a replacement of someone who lost a prior election.

CM Jurinsky called for point of order.

CM Murillo asked if this ordinance was brought by council members or staff.

P. Schulte answered that all six of the charter amendments were drafted by himself and J. Batchelor. He stated they had conversations with several council members, but none of these were sponsored by any council members. He clarified that the question was whether or not they want to pass the ordinance and place it on the ballot for the voters in November.

CM Murillo expressed this was not out of the kindness or fairness on behalf of any council member wanting to self-regulate. She asked if any council member could have brought his forward.

P. Schulte responded yes, any of the amendments could have been.

CM Murillo inquired if it was true that the appointment process at the State Legislature was the same for any party where there was a vacancy, that they would create a vacancy committee to appoint a replacement only one party would be regulated to.

P. Schulte answered correct, as there is a committee at the state level by the party, and under our charter it is a majority. He added that if a democratic legislature resigns, it would be the democratic committee that would select. He noted that they are nonpartisan at the City Council.

CM Murillo stated that it is a vacancy committee from that party, not the elected officials, and the Republic party would do the same.

CM Bergan voiced that the seat they are talking about is bipartisan and it is adding transparency, as they will be able to go to a special election if the vacancy is longer than the period they currently have in their charter. She commented that this goes to the voters and is put on the ballot for them to decide. She also pointed out that CM Gardner talked to her about this months ago and probably would have sponsored it if it had not come as a bundle with the charter amendments from staff.

CM Coombs stated that a very similar item to this was proposed after the debacle with CM Johnston's vacancy and was not supported by Council at that time, so they had the opportunity to do this and never would have had the vacancy for CM Zvonek's seat, and that was because people felt they could have the majority to appoint who they wanted as they had previously. She said partisanship is baked into the way their nonpartisan elections operate and that will continue; however, she felt this was a move they ought to make, as people should be voting for their representatives.

Moved by: Danielle Jurinsky

Second by: Françoise Bergan

Does the Council wish to support the Amendments to the City Charter Concerning Filling City Council Vacancies Based on the Timing of the Vacancy?

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

Absent: (1): Curtis Gardner

12.e Amendment to the City Charter Concerning the Residency Requirement for the City Manager

2025-56 AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO ARTICLE 7-1 OF THE CITY CHARTER CONCERNING THE RESIDENCY REQUIREMENT FOR THE CITY MANAGER

Jason Batchelor, City Manager / Peter Schulte, City Attorney

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

CM Coombs voiced that the reasons P. Schulte presented were worth considering but felt it should also be a matter for the voters to determine if the leveling should happen, and Charter changes result in the voters giving us that type of direction. She felt there were people in the city concerned about the idea that the city manager would not live in the city.

CM Bergan asked if the fire chief and police chief currently does not have to live in the city. She also agreed that it needed to go to the voters.

P. Schulte answered correct, unless the Council wanted to make that a condition of a contract, but it would not be Charter required.

Moved by: Alison Coombs

Second by: Amsalu Kassaw

Does the Council wish to support the Amendment to the City Charter Concerning the Residency Requirement for the City Manager?

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

Absent: (1): Curtis Gardner

12.f Amendment to the City Charter Concerning Elective Public Office

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

Jason Batchelor, City Manager / Peter Schulte, City Attorney

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

CM Coombs expressed that this struck her as very problematic, as in the whereas clause, it says "Elected officials are accountable to voters and subject to ethical and legal standards that govern conflicts of interest and the responsible exercise of public duties." She said it would be nearly impossible to uphold those ethical and legal responsibilities as a member of this body and the state legislature, because that person would be called on to vote on positions taken regarding state legislation, to be present in meetings at the state legislature that would likely overlap with their obligations and requirements to be here, and could create legal conflicts of interest. She did not see how someone could responsibly be a member of this body and the state legislature. She shared that she did not support this and did not think the voters would get the information they need to understand those conflicts.

Mayor Coffman expressed that as a former state legislator, the status of conduct or difference from that of being state employee and the way it defines conflict of interest is financial.

CM Murillo added that she knew this was allowed in other places, but she could not support it, as she is for trying to disperse power and create more opportunities for people to have power and weigh in on these important positions, and the ability to consolidate one person with that amount of power did not sit right with her.

CM Hancock pointed out that anyone that runs for the legislature had to be elected by the people in order to be in the state legislature, so it is not really a consolidation or a power grab.

P. Schulte stated that is what other jurisdictions do, and in Aurora, the council member spots are considered part-time, so that is how it rectifies with the Colorado Constitution. He clarified that the mayor could not run for a state house seat, but it would be left up to the voters if they wanted to elect one of the council members to the state legislature.

CM Coombs voiced she knew a number of situations with the state legislature currently where people who ran and were council members, when people voted for them, they assumed they were not going to keep staying in their old seat. She said that was not always clear to voters when they made that decision to just stick around, and most people think you can only hold one office at a time.

CM Bergan commented that this would also be for the school board, not just the state legislature, which could be on different nights than council meetings and did not require that much time either.

P. Schulte responded that unless there was something in the governing body of the school board that did not allow them to hold another elective office that

is correct, but city council members serving on school boards happens a lot, as they are both considered part-time positions.

Moved by: Danielle Jurinsky

Second by: Stephanie Hancock

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

Voting Aye: (6): Françoise Bergan, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, and Steve Sundberg

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

Absent: (1): Curtis Gardner

12.g Amendment of the City Charter Establishing the Salaries of the Mayor and City Council Members

2025-58 AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO ARTICLE 3-6 OF THE CITY CHARTER ESTABLISHING THE SALARIES OF THE MAYOR AND CITY COUNCIL MEMBERS BASED ON THE SALARY OF AN ARAPAHOE COUNTY COMMISSIONER

Jason Batchelor, City Manager / Peter Schulte, City Attorney

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman supported the increase for the council members, but not for himself, as he felt his pay was adequate as the full-time mayor. He explained there is a formula where his pay gets adjusted up every year.

P. Schulte responded that is a cost-of-living increase.

J. Batchelor added that he gets the lesser of what employees get in terms of their raise or inflation, and typically over-time, that essentially rachets down and does not generally keep up with inflation.

P. Schulte noted that if people want to run for council later, this will make less of a barrier for those who have jobs that want to get compensated for their time, especially the mayor.

CM Lawson felt this would bring new people because right now people have to have a couple jobs. She noted that it would not benefit people like her, as she was going to be termed, but it would benefit future council members. She

stated that would get more people to run for council, as there would be more of a salary and may not have to work another job if they did not want to.

P. Schulte voiced that this would go into effect January 1st of next year.

CM Bergan stated that she voted no the last time a pay raise was brought up, as her concern was that the people who did have another job would not be able to do Council as well. She said she works sometimes 40-50 hours a week, and has very good attendance on all her outside boards and meets with staffers, developers, and businesses for meetings. She felt that some people did not deserve a raise, but some do and they will let the voters decide.

CM Murillo asked people to think about not necessarily this group of individuals, as the Council changes every two years. She said that when she thinks about access and who is able to run from a financial standpoint, she felt they should increase salaries. She stated that they have enough work and are a large enough city to do that, and if this is an opportunity to not be a self-serving way to increase salaries and make it more accessible, she was for that. She added that it makes sense regardless of people's opinions about specific individuals, and is a step in making it more accessible and supporting working class people. She asked if they are getting paid half of what county commissioners, what are they getting paid.

P. Schulte answered that $130,000 is the full-time salary, so it would be about $65,000 a year.

CM Coombs reiterated that when they make rules, they should not be about individuals, but the general principle and general operation and what they think is a good operational procedure. She believed it was a good operational procedure to make it possible for people interested in this work to do it. She pointed out that the legislative body for this city accounts for less than 1% of the budget and would still account for less than 1% of the budget with this change. She said the most appealing thing about this is that it takes it out of their hands and sets it so that they do not have to keep coming back to it.

CM Bergan stated that the voters will decide but some rules should be put in place to hold people accountable to actual work if this does pass, as there are people that hardly go to outside meetings and do not respond to constituents.

CM Murillo pointed out that on this agenda item, when the mayor asked for questions, people gave statements and not questions, but he did not correct them in the way CM Coombs was cut off at the last opportunity, where several council members interjected and rudely interrupted. She wanted to make it clear that they should be consistent moving forward and not biased in how they are running meetings.

Mayor Coffman responded that he asked for discussion after the motion.

CM Jurinsky called for the question.

CM Murillo said he did not cut people off during the question section when they did not have a question but did that to CM Coombs earlier.

CM Coombs asked the city attorney if a person can make a motion while another person has the floor.

P. Schulte answered no.

CM Jurinsky called for the question.

Moved by: Alison Coombs

Second by: Angela Lawson

Does the Council support the Amendment of the City Charter Establishing the Salaries of the Mayor and City Council Members?

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

Absent: (1): Curtis Gardner

Moved by: Danielle Jurinsky

Second by: Mayor Coffman

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

Voting Aye: (8): Mayor Coffman, Françoise Bergan, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, and Steve Sundberg

Voting Nay: (2): Alison Coombs, and Crystal Murillo

Absent: (1): Curtis Gardner

12.h A Proposed Amendment to Article 3-5 of the City Charter Clarifying that the Ward and At-Large Positions are Separate Offices like the Mayor Regarding Term Limits

2025-59 AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO ARTICLE 3-5 OF THE CITY CHARTER SEPARATING TERM LIMITS FOR WARD AND AT-LARGE CITY COUNCIL POSITIONS AND PERMITTING CONSECUTIVE SERVICE IN BOTH POSITIONS

Jason Batchelor, City Manager / Peter Schulte, City Attorney

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

CM Coombs asked how this would affect a situation when a council member runs for a ward, then at-large, switches back to a ward, and then back to at-large since it is consecutive. She asked if they could just have no term limits ever in that scenario.

P. Schulte answered that it could, but they would have to be elected each time they did that, and with incumbency, sometimes it is more specific to the particular office than the name.

CM Coombs voiced that currently most instances of term limits are lifetime term limits, not consecutive term limits, and people cannot serve 36 years across three different offices, so this way people would not only be able to serve 36 years but could forever if someone just switches back and forth because it is consecutive.

P. Schulte responded that it is the same way with the Mayor, if someone wanted to run for mayor, and then run for at-large, run for mayor, and then run for at-large, they could do that under the current charter.

Mayor Coffman shared that it is the same way in the state legislature.

CM Coombs noted that those are lifetime term limits and not consecutive, so they could only do 8, and then 8, and that's it.

Mayor Coffman commented that he did not think that was true, as he was in the state legislature and knew people who did that.

CM Murillo said that she could not support this in good conscience, as one person should not hold office for that long especially in the same body.

CM Coombs shared that Mayor Coffman was right, that it is consecutive.

Moved by: Danielle Jurinsky

Second by: Amsalu Kassaw

Does the Council support the proposed Amendment to Article 3-5 of the City Charter Clarifying that the Ward and At-Large Positions are Separate Offices like the Mayor Regarding Term Limits?

Voting Aye: (6): Françoise Bergan, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, and Steve Sundberg

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

Absent: (1): Curtis Gardner

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

14. ANNEXATIONS

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

16.a Consideration to Appoint One (1) Member to the Planning and Zoning Commission

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

Moved by: Danielle Jurinsky

Second by: Mayor Coffman

Does council wish to appoint Michael Riley to the Planning and Zoning Commission?

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

Absent: (1): Curtis Gardner

17. REPORTS

17.a Mayor

Mayor Coffman announced his town hall meeting will be July 19th, 2 to 3:30 p.m., at the Aurora Central Library. He explained what happened tonight in this meeting, which is that under the prior city attorney, if there was a threat of litigation from an officer involved shooting, irrespective of whether the city was at fault or not, there tended to be a check written on the basis of saying if they had to defend it, it would cost a certain amount of money to go to court to make it go away. He said our city attorney now, under the request of the majority of council, said they are not going to settle cases that do not have merit, and this officer involved shooting does not have merit. He voiced that the officer was cleared, as required under state law by an entity outside of Aurora and was acquitted by a grand jury. He expressed they are being harassed every single meeting and it will only go away when they write a check, but his position of mayor is to not write a check.

17.b Council

CM Jurinsky echoed Mayor Coffman's statements and added that a lot of the speakers do not live in Aurora and want to come on and talk about the Council's behavior and decorum, when they have engaged in behavior of prostitution, shooting off guns, child endangerment and child abuse, and are not even able to take a position after being elected to a seat. She added that some of them have been accused of pedophilia, evicted from homes, and owe tens of thousands of dollars, and they are trying to take over the city council meetings. She expressed that the Council is not scared of them, will stand their ground, stand up to every

lawsuit, and will handle it however they need to. She stated there will be no lawsuit from the Jor'Dell Richardson family, as they had no case and no standing, and they are prepared to fight whatever comes in regard to Kylin Lewis. She stated that the disruptions will continue, but she assured the City of Aurora that the Council is a solid team ready to fight, and these people do not speak for or represent the City.

CM Coombs voiced that this is completely unhinged and she could not believe they are in a meeting of the City Council of the City of Aurora where members of the public have come to speak to them and we are raising claims about their legal and debt status and personally attacking them. She said when she came as a member of the public to speak to Council previously, even when she was annoying and talked about the same thing over and over, there were some council members who had things to say about that, but Mayor Steve Hogan never would have ever acted in that manner toward the members of the public who came to speak, and she could not believe that is happening in this Council right now. She expressed that people have the right to be heard and she has listened to a variety of people that have come to Council having something to say to her, and she did not do this. She stated that her sincere hope is that every person in this meeting, every member of the Council, every person in the city, and the families of Kilyn Lewis and Jor'Dell Richardson be free from suffering and the causes of suffering.

CM Kassaw reported that he attended Global Fest, met a lot of diverse people, and it was very nice, and he also attended a great Juneteenth celebration in Aurora.

CM Murillo said happy Global Fest to those that attended. She shared that she is the City Council Appointee for the Aurora Sister Cities Board, and they welcomed a delegation from Nepal and are exploring a potential future sister city. She noted that there are a lot of active residents interested in exploring the idea of a sister city in Nepal. The Nepalese Ambassador from Washington D.C. joined them for lunch and at Global Fest, and they heard about stories from the Nepalese delegation. She shared that the Havanna Bid representatives were there and shared that a lot of the Nepalese businesses went out of business after the pandemic, and she hoped to continue to explore that.

MPT Sundberg expressed that with the ever-changing tactics of the agitators, one of their tactics was demanding that we must reach out to the family, so he did that. He said he tried to contact Kilyn Lewis' brother but no one would give him the phone number, so they are inauthentic. He shamed CM Coombs for perpetuating division in the city and bringing nothing of unity to the City. He noted the tactics do nothing for the name and the honor of Kilyn Lewis.

CM Hancock reported that she visited the Centennial House yesterday in Ward 1, for a block party, and she met some really nice people. She noted that it has gone through several changes over the course of a year, and it is free to see. She expressed that despite the name-calling, bickering, and shenanigans of this evening, the Council is committed to working for the City constituents, and they are very accessible. She added that they understand what this job is and that not everyone

likes us or likes it, but they do not understand all the work that goes into what we do, but the people she supports, defends, and works for in Ward 4 know that and appreciate it. She announced her next town hall will be the second week of July at Noonan's.

CM Lawson shared that she had a new appointee for the Citizen Advisory Budget Committee, Jamie Geary, who congratulated and looking forward to working with.

CM Bergan voiced that they did not change the rules because of anyone's speech, and will listen to anyone, including non-residents, but they need to follow the rules. She said this group refuses to follow the rules and their intentional disruptions are why they changed the rules. She reported that she had staff calls and staff meetings, three development meetings, a Planning and Economic Development Policy Committee, ICSC recap meeting with CM Lawson, E-470 Executive Board Meeting and Regular Board Meeting, Water Policy Meeting, Infrastructure Prep Meeting, and the Region 9 Opioid Governance Meeting. She attended the Southlands Wine Walk and provided a tour to a constituent that won a bid at an elementary school.

CM Medina had no report. CM Gardner was absent for reports.

18. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

_____

MIKE COFFMAN, MAYOR

ATTEST:

_____

KADEE RODRIGUEZ, CITY CLERK

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

CITY OF AURORA
Council Agenda Commentary

Item Title: Advanced Public Safety Funds Agreement
Item Initiator: Jessica Prosser,Director, Housing and Community Services
Staff Source/Legal Source: Emma Knight, Manager of Homelessness Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 6/23/2025

Regular Meeting: 7/14/2025

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)

Emma Knight, Manager of Homelessness Behavioral Health, Housing and Community Services / Tim Joyce, Assitant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 6/18/2025

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

After the 2024 Homeless Services NOFO, we had $130,000 of unallocated Public Safety Funds.

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

Advance, Inc. has been operating an emergency overnight shelter for single adults since October of 2024. This is outside of the scope of the Navigation Campus agreement we have executed with them while operating out of the Aurora Day Resource Center. These Public Safety funds would go towards funding overnight shelter at the Aurora Day Resource Center until the Navigation Campus opens in Q4.

FISCAL IMPACT

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

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

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

This will use $130,000 of budgeted Public Safety Funds

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 wist to approve this item to go to the next Regular Session

LEGAL COMMENTS

Colorado Constitution, article XIV, section 18, subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized functions, services, or facilities within or without its boundaries. City of Aurora Resolution No. R2006-84 established a City policy for the funding of community service agencies with a nexus to law enforcement known as Public Safety Assistance funds. Public Safety Assistance funding comes from surcharges assessed by the Aurora municipal court pursuant to Aurora, Colo. Code § 50-37. To receive Public Safety Assistance funds, an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community. Supplemental services that support the City's law enforcement activities include detoxification services, domestic violence services, forensic interview services for children as victims of and/or witnesses to crimes, runaway and homeless youth and family services, including medical, and mental health services for indigent persons. (TJoyce)

2025 PUBLIC SAFETY ASSISTANCE FUNDING AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND ADVANCE, INC. FOR THE OPERATION OF THE AURORA DAY RESOURCE CENTER

This Service Agreement ("Agreement") is entered into by and between the City of Aurora, Colorado, a municipal corporation, ("City") and Advance, Inc. whose principal office street address is 101 Monroe Street, Denver, Colorado 80206. ("Grantee/Service Provider").

WHEREAS, on November 13, 2006, the City Council adopted City Resolution No. R2006-84 establishing a policy regarding the funding of community service agencies with a nexus to law enforcement known as Public Safety Assistance funds. (the "Program"); and

WHEREAS, under the Program, grants awarded from the revenues of the surcharge assessed pursuant to City Code Section 50-37(a) shall be reserved for those community service agencies that provide supplemental services to law enforcement; and

WHEREAS, in order to receive such funds, an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community; and

WHEREAS, Grantee/Service Provider has demonstrated to the satisfaction of the City that it has on-going relationships that support the City's law enforcement activities and is frequently involved in direct referrals or provision of services and, thus, is eligible for Public Safety Assistance Program funds (hereinafter referred to as "City Funds"); and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to enter into this funding agreement with Service Provider.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. Grantee/Service Provider - Subject to the terms of this Agreement, the City agrees to grant Service Provider the sum that shall not exceed One Hundred Thirty Thousand Dollars and NO/100 ($130,000.00) ("Grant") sourced from the City of Aurora Public Safety Fund ("City Funds").

2. Use of City Funds – Grantee/Service Provider will use the City Funds from the City to finance the operation costs associated with the operation of the Aurora Day Resource Center ("ARDC") located at 13387 East 19th Place, Aurora, Colorado 80011 as described in the attached Scope of Work.

   a. Interest Earned on the City Funds – Service Provider agrees to use any interest earned on the City Funds only to provide services consistent with the provisions and intent of this Agreement.

3. No Financial Obligation to the City - Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Grantee/Service Provider. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year of the City beyond the then current fiscal year. Neither this Agreement nor Scope of Work shall 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 the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. Nothing in this Agreement shall constitute a waiver by the City of the Colorado Governmental Immunity Act, Colorado Revised Statutes (C.R.S.) § 24-10-106 *et seq.* In the event of a default by the City of any of its obligations under this Agreement, Grantee/Service Provider shall have no recourse against any revenues of the City, its affiliates, or its agencies. Notwithstanding any language herein to the contrary, nothing in this Agreement or corresponding Scope of Services shall be construed as creating a lien against any revenues of the City. City is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et. seq., ("**CORA**") and City's compliance with CORA will not be considered a breach of this Agreement or any applicable Scope of Services. Additionally, to the extent Grantee/Service Provider maintains information that City is required to disclose pursuant to CORA, Grantee/Service Provider agrees to cooperate with City to comply with such CORA disclosure requirements.

4. Scope of Services/ Use of City Funds - In consideration for the monies to be received from the Public Safety Fund ("City Funds"), Grantee/Service Provider shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the City all work elements as indicated in the "Scope of Work," set forth in Exhibit A, which is attached hereto and is incorporated herein by reference, and is hereinafter referred to as the "Project." **Work performed prior to the execution of this Agreement shall not be considered part of this Project.** Grantee/Service Provider shall also:

a. Have at least one staff member attend the City's case conferencing; and
b. Have at least one team of at least two individuals, either staff members or volunteers, participate in the City's annual Point in Time Count.

5. Responsible Administrator – The performance of the services required and contemplated by this Agreement shall be under the direct supervision of one of the Program Managers as described in the Scope of Work and shall be an employee or agent of the Grantee/Service Provider, and who are hereby designated as the administrator-in-charge of this Project. At any time, if the administrator-in-charge is not assigned to this Project, all work shall be suspended until the Grantee/Service Provider assigns a mutually acceptable replacement administrator-in-charge and the City receives notification of such replacement assignment.

6. Term and Time of Performance – This Agreement shall become effective upon proper execution of this Agreement after City Council's approval and shall end or be automatically terminated on December 31, 2025, if not terminated earlier by the Parties. The Project contemplated by this Agreement shall commence as soon as practicable after the execution of this Agreement after Council's approval. Grantee/Service Provider agrees that time is of the essence

in the performance of its obligations under this Agreement, and that completion of the Project shall occur no later than the termination date of December 31, 2025. It is the intention of the Parties that this Agreement will be terminated when the Aurora Regional Navigation Center ("ARNC") opens and Grantee/Service Provider will then perform the services contemplated by this Agreement at the ARNC under a different operational agreement if the ARNC opens before December 31, 2025. Any fund not spent when this Agreement is terminated due to the opening of the ARNC will remain in the possession of the City.

7. Total Compensation Amount and Payment – The total amount of City Funds to be awarded by the City to Grantee/Service Provider shall not exceed $130,000.00. This amount shall include all the services to be rendered by Grantee/Service Provider over the entire term of this Agreements. The method and time of payment shall be made in accordance with the "Payment Method" set forth herein. Any City funds not spent by Grantee/Service Provider on or before the end term of this Agreement shall be returned to the City without demand from the City.

8. Payment Method –Grantee/Service Provider shall request reimbursement payments from the City.

a) Payment – Drawdowns for the reimbursement of eligible expenses shall be made with respect to eligible expenses specified in the Scope of Work and in accordance with performance. Appropriate documentation (copies of invoices, billings, canceled checks, etc.) must be attached to drawdowns. Reimbursements may be held up for monitoring of activities. The City Funds will be dispersed for the approved services provided consistent with the provisions and intent of this Agreement, unless otherwise terminated earlier by the City.

b) Expenditure Restrictions – All City Funds that are approved by the City for expenditure under this Agreement may be allocated to the specific activities described and listed in the Scope of Work. The allocated funds shall be used and expended only for approved Project activities as identified in this Agreement. Accordingly, Grantee/Service Provider agrees that, as to its Project or activity performed or conducted under any Agreement regarding the use of City Funds, the City shall have the necessary administrative control required to meet the requirements of this Agreement.

c) Reimbursement of Expenses –Grantee/Service Provider agrees that before the City can distribute any City Funds to them, Grantee/Service Provider must submit a reimbursement request to the City's Housing &Community Development Division located at 15151 E. Alameda Pkwy., Aurora, CO 80012 documentation in the form required by that office. After satisfactory verification of work completed, City Funds shall be disbursed in the City's method of disbursement within twenty-one (21) days from approval of invoice.

d) Payment Request Deadlines- Drawdowns (payment request from Grantee/Service Provider) shall be submitted within 60 days of payments, or funds will not be reimbursed. Incorrectly submitted drawdowns requests can be resubmitted only one

time. After two incorrectly submitted drawdown requests the request for payment cannot be resubmitted and the request for payment will not be reimbursed. Failure to comply with this may affect future and current grant allocations. End of year payment requests must be submitted by January 5, 2026, or they will not be reimbursed.

9. Obligation, Expenditure and Disbursement of Funds – All Project related expenses must be reasonable and necessary as determined by the City.

10. Acknowledgement of City by the Grantee/Service Provider – Grantee/Service Provider agrees to acknowledge the City as a contributor in all publications, news releases and other publicity issued by Grantee/Service Provider related to Grantee/Service Provider's Service Plan and agrees to allow the City to do the same. Grantee/Service Provider shall cooperate with the City in preparing public information pieces.

11. Report Requirements – Grantee/Service Provider agrees to provide the City with a quarterly and an annual summary report that:

(a) Homeless Management Information System (HMIS). The Homeless Management Information System ("HMIS") is the information system designated by the CoC to comply with HUD's data collection, management, and reporting standards and used to collect client- level data and data on the provision of housing and services to the homeless individuals and families and persons at risk of homelessness. Domestic Violence Programs are exempt from HMIS and utilize a comparable database.

(b) Records HMIS. According to the March 2010 HMIS Data Standards, a bed or service is considered participating in HMIS "if the provider program makes a reasonable effort to record all universal data elements on all clients service in that bed (or service) and discloses that information through agreed upon means to a HMIS Lead Agency at least once annually." For domestic violence agencies a comparable database should be utilized.

(c) Grantee/Service Provider is responsible for providing appropriate and timely HMIS training for staff.

(d) Grantee/Service Provider shall keep accurate books and records as indicated below:

(1) Name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, residence prior to program entry, zip of last permanent address, housing status, program entry date, program exit date, personal identifying number, household identification number, income and cash benefits, dates of contact, dates of program engagement, destination (helps to measure housing outcomes), description of the beneficiaries of the project- (such as mentally ill, runaway youth, battered spouse), residential

services, non-residential services, shelter type;

(2) Number of participants in each Grantee/Service Provider's project (i.e. average number served daily and yearly);

(3) Types of services or housing assistance provided by Grantee/Service Provider, the services offered and numbers utilizing those services, and the number of shelter nights provided (if applicable);

(4) Grantee/Service Provider shall maintain compliance with MDHI's HMIS Agency Data Sharing Agreements; and

(5) Grantee/Service Provider shall enter data in a timely manner into the HMIS data system, within 2 days of client contact.

The quarterly summary reports will be due on the 15th day of the first month following each quarter. The annual summary report will be due on the 15th day of February of the following year. Grantee/Service Providers will send quarterly client rosters with the summary reports.

Grantee/Service Provider further agrees to submit to the City an annual letter on the 15th day of January of the following year certifying that the yearly disbursed Public Safety Funds have been used in accordance with the provisions and intent of this Agreement.

12. Record Keeping Requirements – Grantee/Service Provider shall maintain a complete set of books and records documenting its use of the City Funds and its reporting requirements. The City, or any of its duly authorized representatives, shall have reasonable access to any books, documents, papers, and records of Grantee/Service Provider which are required by this Agreement and relevant to this Agreement for the purpose of making an audit or examination Grantee/Service Provider's activities. Grantee/Service Provider shall keep all books, documents, papers, and records which are pertinent to this Agreement for a minimum of three (3) years following its termination.

13. Performance Monitoring and Performance Measures - The City requires project-level and system-level performance monitoring and project-level compliance monitoring. This requires poor performers to improve or possible action will be taken.

14. Care of Personal Identifying Information

a) Definitions:

(1) Personal identifying information means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; of a financial transaction device (any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest,

standing or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a "check", a "negotiable order of withdrawal", and a "share draft".) Personal identifying information contractor or service provider obtains from the City belongs to the City and the City is the owner of that personal identifying information and the City does not attribute or assign ownership or use of personal identifying information beyond the terms of this Agreement. The individual whose personal identifying information is also an owner of their personal identifying information.

(2) Reasonable security practices. Grantee/Service Provider and every contractor and service provider that have service agreements with the City, as well as third-party service provider hired by the contractor or service provider, are required to implement and maintain reasonable security and practices to protect personal identifying information of an individual residing in the State of Colorado from unauthorized access, use, modification, disclosure, or destruction that are appropriate to the nature of the personal identifying information and the nature and size of the business and its operations. A disclosure of personal identifying information does not include disclosure of information to a third party under circumstances where the contractor or service provider retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the personal identifying information and the covered entity implements and maintains technical controls that are reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction; or effectively eliminate the third party's ability to access the personal identifying information, notwithstanding the third party's physical possession of the personal identifying information.

(3) Use of personal identification information. Personal identification information shall only be used for the purpose necessary to provide the services provided by the contractor, service provider, or third-party service provider. Grantee/Service Provider, contractor, service provider, and third-party service providers shall not disclose any personal identification information to anyone or any entity that does not need the information to provide services contemplated by this Agreement. Personal identification information shall not be sold or used for commercial purposes.

(4) Review/audit of personal identifying information. An annual review/audit for all personal identifying information is required to be performed by Grantee/Service Provider, contractor, service provider, or third-party service provider. The City reserves the right to perform annual security audits of any third-party activity, services, processes, and environments used to house, transmit, or process City information assets. The City's security audit can include continuous monitoring of systems, environments and people that directly connect to a City system, or access City data or systems.

(5) Disposal of personal identifying information. Grantee/Service Provider, contractor, service provider, and third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents and personal identifying information that is no longer necessary in the contractor, service provider, or third-party service provider providing their services pursuant to this Agreement. Paper documents shall be shredded before they are discarded. Electronic documents shall be erased from all electronic devices when the information is no longer necessary to provide services.

(6) Disclosure of breach. When Grantee/Service Provider, contractor, service provider, or third-party service provider that maintains personal identifying information about a resident of Colorado becomes aware that a security breach or potential security breach may have occurred shall follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716, as amended, and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. Grantee/Service Provider, contractor, service provider, or third-party service provider shall give notice to the affected Colorado residents and the Community Development Division of the City of Aurora, Colorado, unless the investigation determines that the misuse of information about a Colorado resident has not occurred and is not reasonably likely to occur. Notice must be made in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after the date of determination that a security breach occurred, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

(7) Termination or Amending this Agreement. The City has the right to amend or terminate for cause this Agreement if a material change occurs in the service or environment, to the structure or type of data exchanged, or any other change occurs that might increase the risk or noncompliance to the City's information assets or to the City's Information Technology assets.

(8) Disclosure – Grantee/Service Provider understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee/Service Provider's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

(9) Audits & Inspections – All Grantee/Service Provider records with respect to any matters covered by this Agreement shall be made available to the City or their designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Grantee/Service Provider hereby agrees to have an annual agency audit including this Project conducted and a copy provided to the City. Any deficiencies

noted in audit reports must be fully cleared by Grantee/Service Provider within thirty (30) days after receipt by Grantee/Service Provider. Failure of Grantee/Service Provider to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

(10) Access to Records – Grantee/Service Provider shall furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City or its agent for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

15. Agreement Suspension – If Grantee/Service Provider fails to comply with any term or condition of this Agreement and its attachments, exhibits, and references,, the City may, after notice to Grantee/Service Provider and expiration of any grace and cure periods, suspend the Agreement and withhold further payments to Grantee/Service Provider, or prohibit Grantee/Service Provider from incurring additional obligations of contractual funds, pending corrective action by Grantee/Service Provider or a decision by Grantee/Service Provider to terminate in accordance with provisions herein. The City may determine to allow such necessary and proper costs, which Grantee/Service Provider could not reasonably avoid during the period of suspension provided such costs were necessary and reasonable for the conduct of the project.

16. Agreement Termination – This Agreement may be terminated as follows:

a) Termination Due to Loss of Funding – The Parties hereto expressly recognize that Grantee/Service Provider is to be paid, reimbursed, or otherwise compensated with General Funds from the City, which may include program income, provided to the City for the purposeof contracting for the services provided for herein, and therefore, Grantee/Service Provider expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon receipt of such funds from the City. In the event that the City thereof does not authorize such funds or any part, the City may immediately terminate or amend this Agreement

b) Termination for Cause. This Agreement may be terminated by the City for cause which includes, but is not limited to fraud, waste, improper use of funds, failure to comply with the terms, conditions, and obligations of this Agreement, and any nonperformance by the Grantee/Service Provider. If the City determines grounds exist for terminating this Agreement for cause the City will provide Grantee/Service Provider with a written notice specifying the default grounds. Grantee/Service Provider shall have ten (10) days from the date on the written notice to cure the default to the City's satisfaction. If Grantee/Service Providers fails to cure the default(s) within the ten-day cure period to the City's satisfaction or if Grantee/Service Provider fails to submit a plan satisfactory to the City within the ten-day cure period describing how Grantee/Service Provider intends to cure the default and needs more than ten days to cure the default then Grantee/Service Provider will be in default of this Agreement and the City may immediately

terminate this Agreement for cause. If the cure cannot reasonably be completed within the ten-day cure period, the cure period may be extended as long as is reasonably necessary as determined by the City, so long as Grantee/Service Provider commences the cure within the ten-day cure period and diligently prosecutes the cure to completion. .

c) Effect of Termination; Acceleration; Interest Upon Failure to Cure; and Withholding Disbursements.

(1) Upon the existence of a failure to fulfill any obligation after written notice and expiration of any grace and cure periods, or upon the existence of a violation of a covenant, agreement, or stipulation of the Agreement (a default) and the failure to cure the obligation or violation within ten (10) days of the date of the written notice, the ten-day cure period, and without necessity of further notice, presentment, demand, protest, or notice of protest of any kind, all of which are expressly waived by Grantee/Service Provider, the City shall have the right to accelerate any outstanding obligations of Grantee/Service Provider, which shall be immediately due and payable, and to demand repayment of the entire amount of the Public Safety Fund grant/City Funds. If any of the Public Safety funds/City Funds have not been disbursed to Grantee/Service Provider, the City may suspend or terminate the Agreement, in whole or in part, and withhold 100% of any undisbursed funds.

(2) Notwithstanding the above, Grantee/Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by Grantee/Service Provider, and the City may withhold any payments to Grantee/Service Provider for the purpose of setoff until such time as the exact amount of damages due the City from Grantee/Service Provider is determined.

17. Modification and Amendment

a) Modification by Operation of Law – This Agreement is subject to such modifications as may be required by changes in federal or City law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.

b) Programmatic or Budgetary Modifications –

(1) Grantee/Service Provider shall follow the revision procedures outlined below if programmatic or budgetary modifications are desired:

i. Grantee/Service Provider must submit a written request to the City and obtain prior written approval from the City under the following circumstances: when any budget transfers to or between budget categories are proposed;

ii. When the scope, objective, eligibility, or completion date of the Project changes;

iii. When additional or less funding is needed; and,

iv. When revisions pertaining to the addition of other activities are proposed.

(2) Under the following circumstances and in addition to the foregoing procedure, prior approval for changes must be authorized by the City in an amendment to this Agreement properly executed and approved in accordance with applicable law:

i. When the scope, objective, eligibility, or completion date of the Project changes substantially, as determined by the City; or

ii. When any additional or less funding is needed.

The City's approval for changes is not binding until memorialized in a written amendment.

18. Other Modifications – If either the City or Grantee/Service Provider desires to modify the terms of this Agreement, other than as set forth in subparagraphs a and b above in paragraph 17, written notice of the proposed modification shall be given to the other party. No such modification shall take effect unless agreed to in writing by both Parties in a written amendment to this Agreement properly executed and approved in accordance with applicable law.

19. Integration – This Agreement, as written, with attachments, exhibits, and references, is intended as the complete integration of all understanding between the Parties at this time and no prior or contemporaneous addition, deletion or amendment hereto shall have any force or effect whatsoever, unless embodied in a written authorization or contract amendment incorporating such changes, executed and approved pursuant to applicable law.

20. Compliance with Applicable Laws and Governing Law – All responsibilities of Grantee/Service Provider enumerated in this Agreement shall be subject to applicable Federal and State statutes and City ordinances, resolutions, rules and regulations, and interpretation or guidelines issued pursuant thereto. This Agreement shall be governed by the laws of the State of Colorado.

21. Monitoring and Evaluation – The City will monitor and evaluate the Agreement pursuant to the terms of this Agreement with Grantee/Service Provider for the effective and efficient utilization of the City Funds. Grantee/Service Provider shall notify the City upon key staffing changes during the monitoring period.

22. Severability – To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of

this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.

23. Binding on Successor – Except as herein otherwise provided, this Agreement shall take effect to the benefit of and be binding upon the Parties or any sub-awardees hereto, and their respective successors, heirs, and assigns.

24. Subletting, Assignment or Transfer – Neither Party hereto may subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its rights, title, interest or duties therein, without the prior written consent of the other party. No subcontract or transfer of Agreement shall in any case release Grantee/Service Provider of liability under this Agreement.

25. Survival of Certain Contract Terms – Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable by the City as provided herein in the event of such failure to perform or comply by Grantee/Service Provider or its subcontractors.

26. Indemnification.

(1) Grantee/Service Provider and any or its personnel operating under the terms of this Agreement shall indemnify, save and hold harmless the City, its elected officials, employees and agents, for, from and against all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Grantee/Service Provider, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.

(2) Grantee/Service Provider agrees to, and does hereby, indemnify and hold harmless, to the extent permitted by law, defend the City, its agents, servants, or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, resulting from negligent or willful acts or omissions of Grantee/Service Provider arising out of this Agreement for the work to be performed hereunder. Grantee/Service Provider hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, resulting from negligent or willful acts or omissions of Grantee/Service Provider arising out of the performance of this Agreement.

27. Insurance – During the term of this Agreement Grantee/Service Provider shall obtain and maintain the certificates of insurance as described in Exhibit B.

28. Special Provisions – Because Grantee/Service Provider is responsible for the direct supervision and administration of its project or activity, the City shall not be liable or responsible for cost overruns by Grantee/Service Provider on any project or activity. The City shall have no duty or obligation to provide any additional funding to Grantee/Service Provider if its project or activity cannot be completed with the funds allocated by the City to Grantee/Service Provider. Any cost overruns shall be the sole responsibility of Grantee/Service Provider.

(1) Grantee/Service Provider agrees that all funds allocated to it for an approved project or activity shall be used solely for the purposes approved by the City. Said funds shall not be used for any non-approved purposes.

(2) Grantee/Service Provider agrees that the funds allocated for any approved project or activity shall be sufficient to complete said project or activity without any additional funding.

29. Grantee/Service Provider Recognition – Grantee/Service Provider shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee/Service Provider will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

30. Independent Contractor – Grantee/Service Provider shall perform its duties hereunder as an independent contractor and not as an employee of the City. Neither Grantee/Service Provider, nor any agent or employee of the same shall be deemed to be an agent or employee of the City. Grantee/Service Provider, and Grantee/Service Provider's employees and agents are not entitled to unemployment insurance or workers compensation benefits through the City and City shall not pay for or otherwise provide such coverage for Grantee/Service Provider, or any of its agents or employees. Unemployment insurance benefits will be available to Grantee/Service Provider, and its employees and agents only if such coverage is made available by Grantee/Service Provider. Grantee/Service Provider shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Grantee/Service Provider shall not have authorization, express or implied, to bind the City to any contract, liability or understanding, except as expressly set forth in the Agreement.

31. Certification of Non-Debarment – Grantee/Service Provider certifies, by acceptance and execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees, by accepting and executing this Agreement, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

32. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute as one and the sane agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT EFFECTIVE THIS _____ DAY OF _____, 2025.

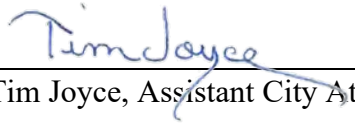
CITY
CITY OF AURORA, COLORADO

_____
Roberto Venegas
Deputy City Manager

_____
Jessica Prosser, Director Housing and Community Services

_____
Emma Knight, Manager of Homelessness

APPROVED AS TO FORM:



_____
Tim Joyce, Assistant City Attorney

GRANTEE/SERVICE PROVIDER
ADVANCE, INC.

_____

Title _____

Scope of Work
Aurora Day Resource Center and Overnight Shelter

Exhibit A- Scope of Work

Please edit this template to reflect your budget. All scopes of work must include needs/risk assessments for clients, populations served, assistance documents and program participants being entered into HMIS. If there are any questions regarding these please contact eknight@auroragov.org and/or cpatrick@auroragov.org

1. Project Description
    a. Please provide brief description of your program/project

    Advance will provide staff and security for a safe shelter seven (7) days per week at the Aurora Day Resource Center (ARDC) so that the Aurora Police Department, the homeless outreach team, and other City departments have a place to bring homeless adults.

    At the ARDC, we will provide staffing, security, and meals. Limited Case Management services will be provided, but they will be enhanced to begin to meet the needs of our unhoused guests. We will also provide access to bathrooms, showers, laundry, and hygiene products.

2. Staffing Cost
    a. Provide a list of positions and brief descriptions for positions that will be funded

    Program Manager: One person oversees operations for the Overnight Shelter and another person for the ADRC daily operations. Each are responsible for assisting with funding reports.

    Outreach Coordinator: Responsible for recruiting, training, and organizing programming and volunteer support.

    Resource/Care Navigators and Lead Resource Navigators: Provide support to individuals during day and overnight hours, which includes helping with food acquisition and distribution. Staff ensures the shelter and Day Center space is adequately supplied and prepared for intake of clients daily. They also work with various community partners.

    Facilities: These two individuals are responsible for the janitorial services as well as the laundry for the blankets used with the Overnight Shelter services.

Security: We use Dominus as our vendor to provide two security personnel essentially 24/7.

Case Management: Provide guests with community resources and help guide access to various government benefits.

HMIS Coordinator: Work with staff to ensure our HMIS input and tracking data is accurate.

b. What percentage of hours and benefits will this funding go towards
    - Program Manager – 2 FTE
    - Outreach Coordinator - 1 FTE
    - Resource/Care Navigators – 21 FTE
    - Lead Resource Navigators – 4 FTE
    - Lead Case Manager – 1 FTE
    - Case Manager – 1 FTE
    - HMIS Coordinator – 1 FTE
    - Facilities/laundry – 1.5 FTE

c. Staff to client ratio
   30-50 clients: 1 staff

3. Direct client services
    a. What services will be provided

Advance will operate the Overnight Shelter seven (7) days per week which will provide guests with the opportunity to have access to safe housing and a dinner for between 75 and 100 people.

Advance will operate the ADRC five (5) days per week which will provide guests with the opportunity to have access to wrap around services to assist with the physical, mental, employment, and housing needs.

Adults will have access to basic essential services including a cold breakfast and cold lunch, showers, laundry services, and when available, both clothing and hygiene items. Guests can also receive mail at the ADRC and access computers.

Women experiencing homelessness often find themselves a distinct minority so the ADRC has set aside a Ladies Lounge where women guests can relax removed from the male guests.

Hours of Operation

Daily Schedule
Monday – Friday: 8:00 AM – 12:30 PM – Day Services
Monday – Friday: 1:00 - 3:00 PM – Program Services
Saturday – Sunday: Closed

Day Services: 9:00 AM **–** 12:30 PM
Showers, Lockers / Storage, Recliners, Computer Lab, Clothing Closet, Case Management

Programming: 1:00 PM **–** 3:00 PM

Overnight Shelter 7-days/week: 4:00 PM – 7:00 AM

Food Services 7-days/week
Breakfast ❖ Sack Lunch ❖ Dinner

Case managers will assist guests with coordinated entry assessments, setting goals, working on their recovery from substance use, and accessing services.

b. What type of financial assistance will be provided to clients
   Case Managers will work with the City to access flex funds.

c. Conduct needs/risk assessments for all clients to determine goals
   We will provide a client intake and a client needs/risk assessment to include determining a housing plan.

d. What population of clients will you be serving
   Individuals experiencing homelessness

e. Assistance Documents (if providing financial assistance to clients please include documentation that agency will be collecting)
   As required for flex funds.

f. All program participants must be entered into HMIS

4. Shelter Operational Costs
   a. What operational costs will this funding be used for?
      The Program Expenses include all aspects of costs associated with providing a safe and welcoming environment for the unhoused, the daily supplies needed to provide services, and the infrastructure for efficient operations. These will include:

- Food service – about 7,300 meals per month depending on the census
- Computer lab – maintenance of computers
- Trash pick-up costs
- Pest control (Terminex)
- Supplies – hygiene for unhoused guests, office, building facilities (bathrooms, outside cleanup)
- Internet and technology expenses
- Equipment needed for program staff to perform their job
- Fuel and maintenance of the vehicles (need to drive to the Campus to wash the blankets)

5. Performance Goals
    a. How will you measure your performance
    We will track outputs in HMIS and will be able to provide numbers of unique individuals served, guest demographics and client-specific data within case management.

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by this Agreement, Grantee/Service Provider performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of applicable insurance, as indicated below, covering Grantee/Service Provider, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by Grantee/Service Provider doing any pre-development work under this Agreement.

Commercial General Liability Insurance. Grantee/Service Provider shall maintain commercial general liability insurance covering all operations by or on behalf of Grantee/Service Provider on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate

Commercial Automobile Liability Insurance. Grantee/Service Provider 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 $1,000,000 combined single limit each accident, naming the City as an Additional Insured by endorsement.

Workers' Compensation and Employers Liability Insurance. Grantee/Service Provider 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, Grantee/Service Provider shall maintain Employers Liability Insurance with minimum limits of $500,000 bodily injury for each accident, $100,000 bodily injury by disease each employee and $500,000 bodily injury disease aggregate.

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.

Additional Insured and Waiver of Subrogation. Grantee/Service Provider shall name the City of Aurora, Colorado, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

Certificates of Insurance. Upon the execution of this Agreement, Grantee/Service Provider shall provide certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. Grantee/Service Provider agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice

to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Grantee/Service Provider's or its subcontractor's coverage is renewed at any time prior to completion of the services, Grantee/Service Provider shall be responsible for obtaining updated insurance certificates for itself and such subcontractor from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. Grantee/Service Provider shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to the contract. **Grantee/Service Provider's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy as set forth below:

Professional Liability Insurance. Grantee/Service Provider shall maintain professional liability insurance with minimum limits of One Million Dollars ($1,000,000), covering those claims which arise out of the negligent acts or omissions of Grantee/Service Provider, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Grantee/Service Provider's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days of the expiration date of any previously delivered certificate.

CITY OF AURORA
Council Agenda Commentary

Item Title: Police Collective Bargaining Agreement 2025-2026 - Amended Agreement
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Kim Skaggs, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/14/2025

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)

Jason Batchelor, City Manager / Kim Skaggs, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☒ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

Current CBA between the City and the FOP amended to incorporate inclusion of the new Paid Time Off Program (PTO) and other relevant adjustments to the agreement pertaining to the same. The bargaining unit has voted to approve the changes.

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 approve the amended contract?

LEGAL COMMENTS

Agreements reached by the representatives of the City and of the bargaining unit shall be set forth in a written contract prepared by them . . . to be jointly submitted to the City Council. The collective bargaining contract shall not be binding upon the parties, either in whole or in part, until and unless the members of the certified employee organization shall have ratified said contract by a majority vote in a secret ballot, and until and unless the City Council shall act by majority vote to formally approve said contract. The collective bargaining contract shall be signed by the Mayor and attested by the City Clerk. (City Charter Art. 15-8) (Skaggs)

AGREEMENT BETWEEN

THE CITY OF AURORA

AND

FRATERNAL ORDER OF POLICE, LODGE # 49

JANUARY 1, 2025

THROUGH

DECEMBER 31, 2026

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PREAMBLE

This Agreement between the City of Aurora, herein referred to as the "City", and the Fraternal Order of Police, Lodge # 49, herein referred to as the "FOP", is designed to promote the improvement of labor relations between the City of Aurora and the commissioned officers of the Police Department, to protect the public health, safety, and welfare by assuring at all times the orderly and uninterrupted operations and services of City government. It is understood that this Agreement was negotiated in good faith and shall not be violated or abridged in any way by either party. The terms "member," "employee," or "officer" as used throughout this Agreement shall mean bargaining unit member regardless of the rank of the member unless parties expressly state that the provision only applies to a specific rank or assignment.

ARTICLE 1. COPIES OF AGREEMENT

The City shall publish an electronic version of this Agreement on the City intranet and shall provide members of the bargaining unit access to this Agreement through electronic means, prior to commencement of this Agreement.

ARTICLE 2. NON-DISCRIMINATION AND FOP ACTIVITY

Section 1: The provisions of this Agreement in accordance with applicable federal and state laws shall be applied equally to all employees without discrimination as to race, religion, color, gender, sex, creed, age, sexual orientation, disability, ancestry, genetic information, veteran status or political affiliation, governed only by the limitation of the law regarding bona fide occupational qualifications.

Section 2: No department supervisor or representative of the City shall discriminate against any employee because they have formed, joined or chosen to be represented by the FOP or because they have given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the FOP recognized under the terms of this Agreement.

Section 3: When the Police Chief or his/her designee has granted prior approval, FOP officials or representatives shall be allowed time away from their assigned duty station in order to conduct FOP business. Nothing herein shall limit the discretion of the Police Chief or his/her designee in approving such time off.

Section 4: The City agrees to deduct the FOP membership or initiation fees, dues, general or special assessments from the monthly gross pay of each officer who individually requests in writing that such deduction be made. The FOP shall designate the amount of the deduction and the aggregate amount of such deduction shall be remitted, together with an itemized statement, to the FOP no later than the fifteenth day of the month in which such deductions are made. The written authorization for deduction hereunder shall remain in full force and effect until revoked in writing by the officer.

Section 5: The FOP agrees that it will indemnify and save the City harmless from all suits, actions and claims against the City or persons acting on behalf of the City whether for damages, compensation, or any other combination thereof arising out of the City's compliance with the terms of Section 4 herein unless such damages are caused by the City's mistake. The FOP

shall reimburse the City for any and all reasonable costs and attorney's fees arising out of the defense of any such action against the City. The City agrees to cooperate with the FOP and its counsel concerning any such litigation.

ARTICLE 3. UNIFORMS AND EQUIPMENT

Section 1: During the term of this Agreement, the City shall pay for all leather gear purchased, replaced, or repaired for all Police Officers.

Section 2: For newly hired officers, the City shall provide one pair of shoes and one pair of boots that conform to Department policy. After the completion of their first year, officers shall receive an annual boot allowance of up to three hundred dollars ($300) per year for the purchase of Department approved boots or to re-sole their current boots. Officers shall have the option to purchase new boots or to re-sole their current boots. When several types of footwear are approved for wear by the Chief of Police, the Officer shall be allowed to choose the type that he/she prefers under this provision.

Section 3: The City shall provide a clothing allowance of $60.00 per month for non-uniform Police Officers.

Section 4: The City shall provide five (5) full uniforms to each Police Officer. Each full uniform shall consist of one summer shirt, one pair of pants and one winter shirt. In addition, the City shall continue to provide one jacket, one raincoat, one hat and necessary ties.

Section 5: The City shall provide a vest allowance of one thousand five hundred dollars ($1500.00) for the cost of purchasing a soft body armor vest to include the purchase of external plates and external and internal carrier under the uniform shirt, provided that this allowance shall be made available to each Police officer only one time every four years. If the vest is rendered unserviceable due to Police related activity, the City shall pay the full cost for replacement of the vest. If the City receives federal funds for the purchase of vests, the money will be used to reimburse the officer up to the full cost of the vest. The Police Officer may purchase the vest from the City's supplier in the same manner as any other equipment. If the vest costs more than the allowance, the Police Officer shall pay the difference. Also, the Police Officer may purchase the vest at any other supplier and submit the receipt for reimbursement up to the amount of the allowance.

ARTICLE 4. GENERAL LEAVE

Section 1: Effective March 22, 2025, General Leave shall accrue for all officers as follows:

Years of Service	Service Hours	Hours	Days	Accrual per Pay Period	Max Balance Hours	Max Balance Days
0 - 2.99	Before 6,240	80	8	3.077	80	8
3 - 4.99	After 6,240	100	10	3.846	150	15
5 - 9.99	After 10,400	160	16	6.154	240	24
10 - 13.99	After 20,800	190	19	7.308	285	28.5
14+	After 29,120	230	23	8.846	345	34.5

In calculating General Leave accrual rates, Police Officers who were lateral hires will be given credit for three (3) additional years' experience with the City (e.g., a lateral hire with three (3) years' experience (6240 seniority hours) with the City shall accrue General Leave at the same rate as a non-lateral hire with six (6) years' experience with the City and shall continue until the maximum accrual rate is attained). The payout limits and minimum balances are applicable to the actual years of service not the 3-year inflation for the accrual.

General Leave shall be taken in accordance with the Employee Policy Book.

"Legacy Annual Leave" shall refer to any vacation or annual leave accrued on or before March 22, 2025 and it shall be taken pursuant to the Employee Policy Book. Whenever, in the opinion of the Chief of Police, due to excessive workloads and/or lack of personnel, a Police Officer is unable to utilize Legacy Annual Leave accrued in excess of two hundred and sixty (260) hours which has been previously scheduled and approved, he/she shall be compensated at his/her hourly rate for each and every hour above the maximum accrual.

Section 2: Annual payout of General Leave shall be permitted for all officers as follows:

	Annual Payout		
Years of Service	Service Hours	Hours	Days
0 - 2.99	Before 6,240	24	2.4
3 - 4.99	After 6,240	32	3.2
5 - 9.99	After 10,400	48	4.8
10 - 13.99	After 20,800	80	8
14+	After 29,120	100	10

General Leave shall be paid out in accordance with the Employee Policy Book.

ARTICLE 5. PERSONAL LEAVE

Effective January 1, 2019, after completion of one (1) year of continuous service, all members of the bargaining unit shall receive twenty-eight (28) hours of personal leave with pay each calendar year. The parties acknowledge the discontinuance of the practice of adding eight (8) hours each year to the annual leave banks for officers not in administrative positions within the Department.

Effective March 22, 2025, Officers will receive an additional twenty (20) hours of personal leave for use by December 31, 2025.

Effective January 1, 2026, all members of the bargaining unit shall receive a total of fifty (50) hours of personal leave with pay each calendar year.

Personal leave shall be taken in accordance with the Employee Policy Book. Personal leave may not be taken in increments of less than two (2) hours and may not carry over into the next calendar year. Any personal leave that is not utilized in the year in which it accrues shall be lost and there is no compensation for unused personal leave.

ARTICLE 6. LEAVE OF ABSENCE

All commissioned police officers may apply for a leave of absence of up to one (1) year for purposes of continuing their education or to deal with hardships. Requests for leave without pay must be approved by the Chief of Police and the City Manager. However, leave without pay which is given pursuant to the City Charter regarding criminal allegations against police officers shall not be subject to above procedures and limits, but rather shall be subject to the language contained in the Charter.

All leave banks except short term care leave, subject to the terms and conditions of the Employee Policy Book, must be exhausted before a leave without pay may be granted, or when leave without pay is used in disciplinary action, or when the Police Chief approves leave without pay for an employee's professional activities. A leave of absence under this Article shall not include any military leave, FMLA leave, or leave granted as a result of an ADA, religious, or pregnancy accommodation. During a leave without pay of more than one (1) work shift, an employee does not accrue leave, retirement, or step increase. Failure of a police officer to return from a leave without pay shall result in termination. A police officer on leave without pay for more than one (1) calendar month must pay the full cost of insurance benefits.

ARTICLE 7. EMPLOYEE/FAMILY CARE (EFCL) LEAVE

Effective March 22, 2025, Officers are eligible for EFCL as governed by the applicable Business Policy Memorandum.

ARTICLE 8. SAFETY AND HEALTH

The City shall endeavor to conform to and comply with applicable Federal and State regulations regarding the safety and health of its employees during hours of employment.

ARTICLE 9. HEALTH AND DENTAL INSURANCE

The City shall offer members the same health and dental insurance plans offered to City employees not in a bargaining unit. Such offerings shall include multiple health insurance plans, with at least one plan having an actuarial value of at least 90% (meeting the actuarial value required of a platinum health plan as provided for in 45 CFR § 156.140) with a City premium contribution percentage to that plan of at least 87% for each coverage tier.

The FOP shall have representation on the City's Benefits Committee with the opportunity to participate in discussions regarding any proposed changes to health insurance plans offered by the City.

ARTICLE 10. RETIREE HEALTH

The City shall contribute in 2025 an amount equal to 2.4 percent (2.4%) of the 2024 total bargaining unit base salary, and in 2026 an amount equal to 2.4 percent (2.4%) of 2025 total bargaining unit base salary to a trust fund established by the FOP for the purpose of providing payments to members of or those promoted from the bargaining unit for health insurance for those who retire from the City in accordance with APD DM 4.6.7 on or after January 1, 2023.

The trust fund will be established in accordance with all applicable State and Federal laws. Prior to any such contribution being made, the FOP will provide the City with copies of the properly adopted Trust and Plan, and indicate the designated trustee. The City will transmit the amounts in question on a quarterly basis within three weeks following the first payroll in April, July, October and January.

The FOP agrees that the sole responsibility of the City in connection with this contribution is to forward the funds in question to the designated trustee and the FOP and the trustee are fully and completely responsible for the investment, management, and disposition of such funds, once they have been transferred to the trustee as required in this Article. The FOP agrees to hold the City harmless from any and all actions arising out of these contributions and operation of the trust fund whether such action is commenced by any Police Officer, the trustee or anyone against the City, and will fully and completely indemnify and defend the City against any such suits, pay for any and all costs, attorneys fees or damages associated with any such action, provided that the City agrees to allow the FOP to provide legal representation to the City to defend any such suit unless there is a identified and legitimate ethical conflict preventing such representation. The City shall have the right to participate in and supervise the litigation in accordance with the attorney-client relationship created by such representation.

ARTICLE 11. GROUP LIFE INSURANCE

During the term of this Agreement, the City shall provide group life insurance coverage for each Police Officer in the bargaining unit in an amount equal to twice each Police Officer's annual salary rounded off to the next highest one thousand dollars ($1,000.00) if not an even multiple of one thousand, and dependent life insurance in an amount of one thousand dollars ($1,000.00) for each dependent. Officers may purchase additional coverage at their own expense.

ARTICLE 12. WAGES

Section 1: The base salary schedule for the Police Officers effective on the first pay period that includes January 1, 2025 is shown in Appendix A as attached hereto.

The base salary schedule for Police Officers effective on the first pay period that includes January 1, 2026 is shown in Appendix B as attached hereto.

Section 2: **Step Increases.** All Police Officers holding rank of Patrol Officer, First Grade or higher, shall receive step increases as set forth in Appendices A and B for that rank.

The step increases provided in Appendices A and B shall be made as described within those Appendices, provided that the Police Officer receives a satisfactory performance evaluation for that year, up to the maximum step for the rank on the salary schedules in Appendix A and B. Failure to receive a satisfactory performance evaluation in any given year shall result in no step increase for that year.

Failure to qualify for a step increase in any given year shall not result in the loss of any step increases earned in prior years.

Police Officers who promote ranks shall be placed in the lowest step in the new rank that results in at least a 2% (two percent) wage increase for the Police Officer. This shall not apply to Police Officers in the assignment of Patrol Officer Specialist, Police Sergeant Specialist, or Agent Specialist; rather, Police Officers in those assignments who promote shall be placed in the lowest step in the new rank that results in a wage increase from the step the Police Officer occupied in the rank without the assignment (Patrol Officer I, Police Sergeant or Police Agent).

Section 3: For all officers hired after January 1, 1997 who are eligible for the death and disability coverage provided under §31-31-811(4), C.R.S., the City shall make the required contribution to the death and disability fund for the years 2025 and 2026.

Section 4: Police Officers designated by the City as Patrol Officer Specialists, Police Agent Specialists, or Police Sergeant Specialists shall receive Specialist Pay in the form of a pensionable increase of 7% of their base salaries while so designated.

Section 5: On a pilot basis for 2025 and 2026 only, Police Officers who are regularly scheduled for the following shifts shall receive the following increases for actual time worked during such shifts: (a) swing shift (start time after 1000 hours) – 3%; and (b) graveyard shift (start time after 2000) – 6%.

ARTICLE 13. GRIEVANCE PROCEDURE

Section 1: A grievance under the Agreement shall be confined to an alleged violation of any express provision of this Agreement and shall not include any disciplinary matters. Any Police Officer or group of Police Officers may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in this Article.

Section 2: A grievance must be initiated by either an aggrieved Police Officer or by the FOP on behalf of any one or more individual Police Officers. The grievant must reduce the grievance to writing and present the written grievance to the office of the Chief of the Police Department within ten (10) working days after the grievant knew or should have known the facts which gave rise to the grievance and, to trigger the Chief's response time, send the grievance via email to all Deputy and Division Chiefs.

The written grievance should contain:

(a) a written statement of the grievance and the facts upon which it is based;

(b) a written allegation of the specific wrongful act and harm done; and

(c) a written statement of the remedy or adjustment sought.

Section 3: The Chief of the Police Department or his designee shall meet with the grievant and, if the grievant is an individual, representatives of the FOP in an effort to resolve the grievance within ten (10) working days after being presented with the written grievance. The Chief of the Police Department or his designee must respond in writing to the grievance within ten (10) working days following the meeting with the grievant and/or representatives of the FOP.

Section 4: If the grievance is not resolved to the satisfaction of the FOP by the Chief of the Police Department or his designee, the FOP may appeal the grievance to the City Manager within ten (10) working days of receipt of the written answer of the Chief of the Police Department or his designee. Within ten (10) working days after receipt of the appeal, the City Manager or his designee shall meet with the grievant and if the grievant is an individual, with representatives of the FOP to discuss the grievance. Within ten (10) working days after this meeting, the City Manager or his designee shall give the FOP his answer in writing.

Section 5: Within ten (10) working days after the City Manager has issued his written decision, if the FOP is dissatisfied with the decision, the FOP shall give written notice to the City Manager of its intent to arbitrate. Within ten (10) working days of the written notice of intent to arbitrate, the parties shall attempt to select a neutral arbitrator to hear and determine the dispute. In the event the parties are unable to agree upon a neutral arbitrator, either party or its representatives may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and the parties shall choose the arbitrator by counter-striking the names on the list received. The findings of the Arbitrator shall be final and binding on all parties concerned.

Section 6: The Arbitrator shall have the authority to hold hearings and make procedural rules.

Section 7: The findings of the Arbitrator shall be consistent with law and with the terms of this Agreement. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement.

Section 8: The cost of any arbitration as well as the Arbitrator's fee shall be borne equally by the parties to the Agreement.

Section 9: Either party may request a Certified Court Reporter to take a stenographic record of the evidence taken at an arbitration hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the Arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic record.

Section 10: The term "working days" as used in this Article shall be inclusive of Mondays through Fridays during which the administrative offices of the City are normally open. The term "working days" shall exclude Saturdays, Sundays, and legal holidays.

Section 11: The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless said limit is mutually extended.

Section 12: Nothing contained in this Article is intended to interfere with or abridge any constitutional rights of its employees to petition the City.

ARTICLE 14. CHANGES TO EMPLOYEE POLICY BOOK

During the term of this Agreement, before the City implements changes in the Employee Policy Book, it shall provide a copy of the proposed changes to the FOP at least thirty (30) days prior to implementation (except when required by law) to allow the FOP to provide input to the City regarding the proposed changes.

ARTICLE 15. SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 16. OVERTIME AND COMPENSATORY TIME

Section 1: Overtime shall be paid at the rate of one and one-half times (1 1/2 X) a Police Officer's regular hourly rate. Such overtime shall not apply to Lieutenants or Captains, except as specifically authorized by the Chief of Police. Members of the bargaining unit shall be paid overtime pay when those members are off duty and are required to appear for court or authorized administrative hearings, or they are required to work beyond their regularly scheduled shift hours or on their regularly scheduled day(s) off to perform police functions. Members will be paid overtime for the actual time worked except that there will be a two-hour minimum overtime pay for being called in from an off-duty status. Otherwise, overtime shall be paid to Police Officers for regularly scheduled hours actually worked beyond the maximum threshold prescribed by the regulations implementing the Fair Labor Standards Act for employees engaged in law enforcement activities based on the work period defined by the City. There shall be no pyramiding of overtime.

On a pilot basis for 2025 and 2026 only, Lieutenants shall receive additional pay in accordance with Department policy for work performed in excess of forty-five (45) hours in any consecutive seven (7) calendar day period for Lieutenants working on a seven (7) day duty cycle (or for Lieutenants assigned a duty cycle longer than seven (7) days, for hours worked over forty-five (45) per week when the weekly average of hours worked during the duty cycle is calculated), as follows: Lieutenants shall be paid their overtime rate for such work.

Section 2: **Base Pay.** Computation of the officer's hourly rate shall be determined by adding the officer's annual base salary and steps, to which the officer is entitled in a given year and dividing that total annual figure by two thousand eighty (2080) hours. Necessary adjustments, because of the mode of payment of any of these items, will be made on an annual basis.

Section 3: Members of the bargaining unit shall be paid overtime pay when those members are off duty and are required to appear for court, authorized administrative hearings, or they are required to come to work to perform police functions. Members will be paid overtime for the actual time worked except that there will be a two-hour minimum overtime pay for being called in from an off-duty status. Members shall receive two hour minimum overtime pay for multiple "show-ups" in the same day as long as the show ups are at different locations or at least two hours apart from one another at the same location. Members who are required to appear in court immediately after their normal tour of duty will be paid overtime for the actual time spent in court. Members who are required to appear in court within two hours immediately preceding their normal duty time will receive the two-hour minimum overtime payment.

The two-hour minimum overtime pay shall also apply to subpoenas to testify in job related civil cases as long as any other monies received from outside sources are turned over to the Department when submitting for overtime payment. When members are required to appear for Internal Affairs investigations or other municipal administrative hearings they shall receive the two-hour minimum overtime payment as long as their testimony is for the City. This section does not apply to an accused member who appears at an administrative hearing if the alleged charges are sustained.

Members who receive subpoenas for court while they are on suspension without pay shall not be entitled to the two-hour minimum or to overtime pay under any circumstances. All pay shall be at straight time for the actual time spent in court.

Section 4: Compensatory Time. All overtime worked pursuant to the collective bargaining agreement between the City of Aurora and the FOP shall be compensated for in either money or time off pursuant to this agreement. All overtime work must be approved by the member's supervisor prior to the work being performed. Time worked will be recorded pursuant to the Department's established record keeping procedures.

After working overtime, members will designate whether they want to be compensated in money or time off. If the member requests compensation in money, that request will be honored unless a supervisor, for reasonable cause, denies the request. Any such denial is subject to review through the chain of command and ultimately through the grievance procedure of the collective bargaining agreement. If the member requests compensation in compensatory time off, said request shall be granted, absent extraordinary circumstances, until the member achieves a bank of one hundred sixty (160) hours (106.67 hours of overtime worked). If a member has accumulated a bank of one hundred sixty (160) hours or more, then a request for further accrual of compensatory time off must be approved by a Division Chief or his designee.

The maximum amount of time accumulated in a compensatory time bank for each member, subject to proper approval, is four hundred and eighty (480) hours of compensatory time off for overtime worked on or after April 15, 1986.

When a member wants to take compensatory time off which was previously earned, the following procedures will apply. If the member desires to take off a block of time less than forty (40) hours, his request to do so must be granted within fourteen (14) days of the request, except under emergency circumstances. If the member desires to take off a block of time of forty (40) hours or more, the member must make the request to do so at least thirty (30) days prior to the beginning of the time off. The request will be granted unless, in the judgment of the Chief and/or his designee, granting the request at the time in question would unduly disrupt the operations of the Police Department. Under all circumstances, pre-approved leave takes precedence over requests to use compensatory time.

Notwithstanding the provisions of this subsection 4, the City may, at its sole discretion, freely substitute cash, in whole or in part, for compensatory time off for all officers.

Upon termination of employment for any reason, including death, the Police Officer, his beneficiaries or his estate, shall be paid all compensatory time in the member's bank at the time of termination.

Section 5: On-Call/Stand-By. Members of the bargaining unit who are assigned on-call duty and who are specified on a list designated by the Police Chief shall be paid as follows for each day of on-call duty: (a) in 2025, one (1) hour of straight time pay; and (b) in 2026, one (1) hour of overtime.

Section 6: K-9 Officers. Members of the K-9 unit will be compensated for the care and maintenance of dogs by being credited with four (4) hours of compensatory time at straight time rate per calendar week.

ARTICLE 17. WORKING OUT OF RANK

Section 1: After a Police Officer fills a vacancy and performs duties of a higher rank or ranks for one hundred and sixty (160) cumulative hours, he/she shall receive pay at the higher rank in which he/she serves for all subsequent hours of work in any higher rank. The one hundred and sixty (160) hours need only be accumulated one time following January 1, 2006.

Section 2: Whenever a Police Officer enters into a voluntary agreement with the Department to be assigned and performs duties of a higher rank in order to receive training and/or experience in the higher rank, and said agreement is for a predetermined length of time, the Police Officer shall not receive the pay of the higher rank until the one hundred eighty-first (181st) calendar day of performance of the duties of that higher rank.

ARTICLE 18. SICK LEAVE

Section 1: Effective March 22, 2025, Officers shall no longer accrue Sick Leave. However, Legacy Sick Leave shall refer to unused sick leave accrued prior to March 22, 2025 and such Legacy Sick Leave can be used in accordance with the Employee Policy Book. Nothing herein shall conflict with the provisions of the Colorado Healthy Families and Workplaces Act.

Section 2: Legacy Sick Leave Conversion. Legacy Sick leave hours accumulated in excess of established minimums may be converted annually to only legacy Annual Leave on January 1 at a rate of one (1) hour's pay for each two (2) hours of sick leave up to the established maximum for Police Officers. A sick leave balance of seven hundred twenty (720) hours is required before any payment will be made. No more than two hundred forty (240) hours may be converted on an annual basis so that the maximum payment in any one year shall be one hundred twenty (120) hours.

Section 3: Legacy Sick Leave Payment Upon Separation. Upon separation after five (5) years of continuous service, Police Officers may receive one (1) hour's pay for every two (2) hours of accumulated legacy sick leave provided such separation has not been the result of dismissal for cause. The maximum payment for each Police Officer shall be for four hundred eighty (480) hours of unused legacy sick leave. It is understood that the maximum payment specified in this section, of four hundred eighty (480) hours, is one-half (1/2) of the maximum sick leave accumulation allowed to be converted. In other words, upon separation, no more than nine hundred sixty (960) hours of legacy sick leave may be converted at the rate of two hours accumulated legacy sick leave for one hour of pay; therefore, a maximum payment equal to four hundred eighty (480) hours.

ARTICLE 19. FLEXIBLE SPENDING ACCOUNT

All members of the bargaining unit shall be allowed to participate in the Flexible Spending Account program pursuant to the rules and regulations of that program.

ARTICLE 20. EMERGENCY LEAVE

The Chief of Police shall allow any Police Officer up to five (5) working days or forty (40) hours emergency leave in the case of an emergency or death involving the Officer's immediate family as defined by the Employee Policy Book. Emergency leave may also be granted in the case of natural disaster, such as a home fire or for a medical emergency, and shall include one (1) day for an Officer's attendance at the birth of his/her child.

Minor illnesses, normal childhood diseases, and scheduled medical treatment, including scheduled surgery, shall not be considered emergencies.

ARTICLE 21. HOLIDAYS

Section 1: The following shall be legal holidays for all members of the bargaining unit.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving Day	Friday after the 4th Thursday in November
Christmas Day	December 25

Section 2: For 2025 only, Effective March 22, 2025, Officers shall be granted ten (10) hours of personal leave for each recognized holiday excluding New Year's Day and Martin Luther King Jr. Day 2025, to be used in accordance with the Employee Policy Book.

Effective January 1, 2026, Officers shall accrue ten (10) hours of personal leave for each recognized Holiday, to be used in accordance with the Employee Policy Book.

Section 3: In addition to receiving personal leave for the holiday, an officer eligible for overtime who is scheduled to work a shift beginning on a holiday listed above (not the day the holiday is observed, if different than the holiday listed above) shall be paid at their overtime rate for all hours worked on that shift. Officer may only receive holiday premium pay under this Article for one shift per listed holiday.

ARTICLE 22. PAID INSURANCE FOR SURVIVORS

Section 1: In the event that a member of the bargaining unit is killed in the line of duty as defined herein, the City shall pay the full cost of health and dental insurance for a surviving spouse (including civil union partner) and children of the member with the following conditions:

a. The payments for a surviving spouse (including civil union partner) will end two years after the member's death or upon remarriage, whichever occurs first;

b. The payments for a child will end two years after the member's death or upon the child reaching age 18, whichever occurs first.

Section 2: As used herein and in Article 23, Funeral Expenses, the phrase "line of duty" means acting as a Police Officer, on or off duty, unless so acting while employed by an employer other than the City of Aurora.

ARTICLE 23. FUNERAL EXPENSES

When a member of the bargaining unit is killed in the line of duty (as defined in Article 22, Paid Health Insurance for Survivors), or dies from injuries sustained in the line of duty, the City shall be responsible for the actual funeral and burial expenses incurred by the survivors up to a maximum of fifteen thousand dollars ($15,000.00).

ARTICLE 24. MILITARY LEAVE AND MOBILIZATION

Section 1. Police Officers shall be entitled to one hundred twenty (120) hours of annual military leave per calendar year pursuant to the Employee Policy Book. In addition, officers who are on an active duty deployment of ninety (90) consecutive days or more shall receive paid leave for the day before they are deployed and the day immediately prior to their return to work from the deployment.

Section 2. Any member of the United States uniformed services who is mobilized by order of a state governor on declaration of a civil emergency or because of: war; an Authorization of Use of Military Force (AUMF) by the Congress; a national security crisis declared by the President; or a military deployment by direction of the President, shall continue to accrue leave, which accrual shall be credited to the officer when he/she returns from active service, and shall continue to be eligible for step increase in accordance with Article 12, Section 2. The City shall provide medical and dental coverage at no cost to the officer or dependents during such active military service. Additionally, upon return from service, the officer shall have the option of contributing the amount of his/her pension contribution that the officer would have contributed had the officer not been on active duty, and if the officer chooses to contribute such amount, the City shall make the appropriate City contribution to the pension fund.

Section 3. Nothing in this article shall be construed to reduce any rights granted under the Uniformed Service Employment and Reemployment Rights Act.

ARTICLE 25. POST EMPLOYMENT HEALTH PLAN

Section 1: Except as provided in Section 5, upon annual payout of qualifying General Leave the city requires eligible police officers to contribute to (PEHP) Participant's Health Care Insurance Premium Reimbursement Sub-account. Eligibility requirements for participation are completion of 19 ½ years of service OR having reached age 50. The FOP will notify the City of the contribution percentage of the eligible police officers accumulated General Leave by November 15th of the previous year, as provided in Section 5. Contributions are limited to the provision in Article 4 Section 2 for annual payout limits.

Section 2: The City agrees to participate in the Post Employment Health Plan (PEHP), Health Care Insurance Premium Sub-account, for Collectively Bargained Public Employees (Plan) in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which has been provided to the City. The parties hereto hereby designate Nationwide Retirement Solutions (or its successor appointed in accordance with the Plan and Trust documents) to act as Plan Administrator for the Plan and the City agrees to contribute to the Plan as set forth in this Article.

Section 3: Except as provided in Section 4, upon termination of employment (which does not include death) after having completed 19½ years of service or having reached age 50, or qualifying for a disability retirement, a percentage of the eligible police officer's accumulated legacy sick leave and accrued but unpaid legacy annual leave that would have otherwise been paid to the eligible police officer had the City not participated in the Plan shall be contributed to the Participant's Health Care Insurance Premium Reimbursement Sub-account. Those police officers who separated from service prior to January 1, 2006 shall not be subject to the Plan. The FOP will notify the City of the contribution percentage of the eligible police officers' accumulated legacy sick leave by November 15th of the previous year, as provided in Section 1. This section is further subject to the following restrictions:

(a) The City shall deduct any overpayments to the police officer or other legal offsets due to the City from the police officer prior to the percentage calculation being made, however, before overpayment deductions and other legal offsets are made from accumulated legacy sick leave and accrued but unpaid legacy annual leave, the City will first make the deductions and offsets from other compensable absences of the police officer, if any, and then any remaining balance shall be deducted and offset from the accumulated legacy sick leave and accrued but unpaid legacy annual leave; and

(b) The percentage calculation shall be made after the City processes designated deferred compensation contributions or designated roll-overs of the police officer.

Section 4: Police officers who are eligible for fully paid family retiree medical benefits through TRICARE, any other military program or by their status as a Native American through the Bureau of Indian Affairs medical benefit programs shall not be eligible for or subject to the contribution amount set forth in this Article.

Section 5: Annually, the FOP reserves the right to modify the funding formulas of the Plan as set forth in Section 3 pertaining to the amount of legacy sick leave, accrued but unpaid legacy annual leave and general leave being contributed to the Plan on behalf of the eligible police officers.

ARTICLE 26. DEFERRED COMPENSATION

Section 1: Members of the bargaining unit may participate in any of the deferred compensation plans offered by the City.

Section 2: The City will allow loans to be taken against City administered deferred compensation accounts in accordance with Internal Revenue Service regulations, to the extent permitted by the plan(s).

ARTICLE 27. TERM OF AGREEMENT

This Agreement shall become effective March 22, 2025 and all of its provisions shall remain effective through December 31, 2025. Additionally, all provisions which do not have a budget impact shall remain effective from and including January 1, 2025 through and including December 31, 2026.

The parties to this Agreement mutually desire that all of its provisions shall be and remain effective from March 22, 2025, through and including December 31, 2026. However, in order to ensure compliance with the provisions of the TABOR Amendment, Article X, Section 20(4)(b) of the Colorado Constitution and because the parties recognize that there may be an inability on the part of the City of Aurora to contract at this time for items with a budget impact until such time as the budget process for the fiscal year 2024 is followed, the parties hereby agree that the FOP shall reopen this Agreement for negotiations of all items with a fiscal impact (impact on budget) which are to be effective on January 1, 2026 through and including December 31, 2026. This reopener shall be initiated within the time limits specified in Article XV of the Charter of the City of Aurora. In the event the parties are unable to agree that those items contained in the Agreement which by their own terms are to be effective on January 1, 2026 shall be placed into effect, then that party which refuses to renew the Agreement at that time shall be deemed to have bargained in bad faith during negotiations leading to the 2026 Agreement for any and all purposes.

It is specifically understood and agreed that this conclusion of failure to bargain in good faith shall be utilized by a fact finder, mediator or arbitrator appointed pursuant to Article XV of the of the Charter of the City of Aurora, and may be the basis relied upon by the fact finder pursuant to Article XV to recommend that those provisions contained in this Agreement to be effective on January 1, 2026 should be placed into effect on January 1, 2026.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this ____ day of _____, 2025.

CITY OF AURORA

By: _____
Mayor

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

FOP

By: _____
President

By: _____
Secretary

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Reappoint Three (3) Members to the Oil and Gas Advisory Committee
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 6/23/2025

Regular Meeting: 7/14/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the Oil and Gas Advisory Committee is to assist City Council in promoting the efficient and equitable development of oil and gas while protecting the city's natural resources and local quality of life.

The Oil and Gas Advisory Committee consists of eleven (11) members appointed by the council and is comprised of five citizens, three oil and gas industry members, and three mineral or surface owner members. 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 Oil and Gas Committee Advisory Committee has four (4) upcoming vacancies. The Committee received three (3) applications for reappointment.

Among the applicants were:
Tom Tobiassen
Phillip Holmes
Brad Pierce

The Oil and Gas Advisory Committee respectfully recommends the reappointment of the following candidates:

Tom Tobiassen – 3rd term beginning 7/1/2025 ending 6/30/2028 (Citizen)
Brad Pierce – 3rd terming beginning 7/1/2025 ending 6/30/2025 Citizen)
Phillip Holmes – 4th term beginning 7/1/2025 ending 6/30/2028 (Industry)

Mr. Holmes is term limited; however, no other applications were received and with there being two upcoming vacancies for the Industry role, the Committee is recommending that Mr. Holmes be allowed to serve an additional term to fill one of the Industry roles.

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 reappoint Tom Tobiassen, Brad Pierce, and Phillip Holmes to the Oil and Gas Advisory Committee?

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 oil and gas advisory committee shall be comprised of five citizens of the City of Aurora appointed by City Council, three industry representatives, and three surface or property owners. For the citizen members, every attempt shall be made to appoint two citizens from the areas most affected by oil and gas at the time of the appointment. The industry representatives shall be registered Colorado electors, whose employer shall be registered with the Colorado Oil and Gas Conservation Commission, and who are actively exploring, drilling, and/or producing oil or gas within the City. The surface or property owner will be individuals or companies that hold mineral rights or a mineral owner of a vacant land parcel. (Aurora, Colo. Code § 106-163). Each member serves a three-year term with a maximum of three consecutive terms. (Aurora, Colo. Code § 106-164). Resolution R2013-03, section 8, allows a term-limited board or commission member to reapply for appointment to the same board or commission so long as they wait one full-term before reapplying. Because the one full-term requirement is in a resolution and not in an ordinance City Council, by a majority vote, may waive the one full-term requirement in the resolution and allow a term-limited board or commission member to reapply without waiting for one full-term. (TJoyce)

MEMORANDUM

TO:	Mayor Coffman and Members of City Council
FROM:	Brad Pierce, Chair, Oil and Gas Advisory Committee
THROUGH:	Jeffrey S. Moore, P.G., Manager, Energy and Environment Division and Marcus Bond, City Clerk Analyst
DATE:	May 22, 2025
SUBJECT:	**Consideration for re-appointment of three (3) members to the Oil and Gas Advisory Committee**

The Oil and Gas Advisory Committee shall be comprised of 11 members as defined in Ordinance 2015-46, Sec.106-163, as follows: Five citizen members, three oil and gas industry members and three mineral or surface owner members.

Summary

The Oil and Gas Advisory Committee is seeking the re-appointment of two (2) current citizen members and one (1) current industry member whose terms expire on June 30, 2025.

The committee is supporting the re-appointments of Tom Tobiassen, Brad Pierce and Philip Holmes.

Tom Tobiassen
Mr. Tobiassen has served as a member since 2019.
He serves as a citizen member.

Brad Pierce
Mr. Pierce has served as a member since 2018.
He serves as a citizen member.

Philip Holmes
Mr. Holmes has served as a member since 2017. He serves as an Industry member. Mr. Holmes has served for three consecutive terms in an Industry representative position, so he is term limited from continuing to serve in that position. However, the Aurora Clerk's rules allow him to be reappointed to the open seat for the remainder of that seat's term due to there being no other applicants for the committee and role.

A motion was made and seconded to recommend re-appointment of Tom Tobiassen, Brad Pierce and Philip Holmes.

The Committee voted unanimously to recommend Tom Tobiassen, Brad Pierce and Philip Holmes for re-appointment to the Oil and Gas Advisory Committee for a term beginning July 1, 2025, and ending June 30, 2028.

Applications for Tom Tobiassen, Brad Pierce and Philip Holmes are included with this Memorandum.

Recommendations

The Oil and Gas Advisory Committee respectfully recommends:

The re-appointments of Tom Tobiassen, Brad Pierce and Philip Holmes to the Oil and Gas Advisory Committee for a term beginning July 1, 2025 and ending June 30, 2028.

Respectfully submitted,



Brad Pierce
Chair, Oil & Gas Advisory Committee

Oil And Gas Advisory Committee Applicant

Package - Ward N/A

Oil And Gas Advisory Committee - Ward N/A

Term 01 Jul 2022 - 30 Jun 2025
Positions Available 1

Number of applicants in this package 1

- Holmes, Philip

Received: 04/01/2025
Unincorporated Arapahoe County Resident & Registered Voter
Arapahoe County
Vetted: 04/01/2025
Marcus Bond

Name: Holmes, Philip

Address: [redacted]

Email: [redacted]

Board Name: Oil and Gas Advisory Committee

Council Ward:

Unknown

How long in Aurora?:

[redacted]

Home Phone Number:
[redacted]

Work 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 Completed :

4

Degree(s) Received:

BS Civil Engineering

College(s) Attended:

Colorado State University

Employer Name:

Retired

Employer Address:

NA

Position/Title:

NA

Years with Current Employer:

NA

Work Experience:

40 + years in the oil and gas industry with numerous Leadership positions - see resume

Certifications:

Numerous Oil and Gas training classes

How are you involved in your community?:

Serve frequently at our church Serve on the BVR HOA Board - VP Serve on the Aurora Oil and Gas Advisory Committee

List your interests and activities:

Hiking, biking, fly fishing - all things outdoor Reading Perfecting making the perfect pizza in an outdoor oven!

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

No

If yes, what position?:
Oly the Oil and Gas Advisory Committee

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

Yes

Why do you desire this appointment? :

Continue to help my community - Utilize my Oil and Gas experience to help the best i can.

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

Which role are you applying for?:

Industry Representative

Proximity to current drilling applications (if applicable):

Not close at all

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

No

If yes, please explain:

None

Full Name:
Alan Hienle

Address:
[redacted]

Phone Number:
[redacted]

Full Name:
Chip Cook

Address:
[redacted]

Phone Number:
[redacted]

Full Name:
Stu McFarland

Address:
[redacted]

Phone Number:
[redacted]

How did you hear about us?:

Other

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

I agree

Signature:
Philip Holmes

Date:
3/31/2025

Time of Submission: 03/31/25 9:47:30 PM

Attachments

- Holmes Resume 2025.pdf

Philip Holmes

[redacted]

Summary

Experienced leader skilled in Operations, M&A, and Field Development. Proven track record leading multi-disciplined teams to evaluate, operate and develop oil and gas fields. Skilled in managing producing operations in onshore and offshore environments with a focus on people, cost optimization and safety. Successful in establishing close working relationships with partners and host governments.

Professional Achievements

Director – Utah and Wyoming Land Grant Dev, Anadarko, Denver 2017-2019
Responsible for leading multi-discipline teams in optimizing operations as well as leading the development and implementation of activities designed to maximize the value of each asset.

Director, Business Development, Anadarko, Denver Colorado
April 2016 to 2017
Responsible for leading and advising teams in the Rockies on their M&A activities

Planning Manager, Wattenberg, Anadarko, Denver Colorado 2014 to April 2016
Responsible for leading teams providing analysis of oil and gas production forecasts, capital expenditures and reserves for Anadarko's Wattenberg field in the DJ basin. Monitor performance and adjust outlook to reflect updated spending and production profile with reserve implications. Conduct multiple scenario analysis to reflect the rapidly changing commodity environment and impact on the business to help guide path forward.

BUSINESS DEVELOPMENT DIRECTOR, Anadarko, Denver Colorado 2006 to 2014
Responsible for leading teams implementing Business Development activities, including Acquisitions, Joint Ventures, Trades, and Divestments as well as developing new business opportunities for Anadarko. Completed over 100's of evaluations, implemented multiple deals in Colorado and Wyoming, including the largest trade in the history of Wattenberg. Authored and presented "Evaluating Oil and Gas Properties from an Industry Perspective" for the Rocky Mountain Mineral Law Foundation - 2010

OPERATIONS MANAGER, Anadarko Qatar 2002 - 2005
Responsible for technical, operational and drilling teams in the operation of the Al Rayyan field, Qatar. Key challenges include optimizing production and minimizing costs in a technically challenging, high cost offshore environment. VLCC tanker loading, facilities construction, platform start-up, de-bugging operations and operating coiled tubing conveyed ESP's in a sour crude oil environment all added to the challenge of the position. Developed strategies which resulted in significant costs reductions (20%) while maximizing oil production and maintaining excellent HSE record and employee morale.

BUSINESS DEVELOPMENT, Anadarko Petroleum Corporation 2000-2002
Responsible for the identification of new business development opportunities in the Gulf of Mexico, Alaska and Eastern US. Completed numerous technical and economic evaluations of oil and gas companies with a focus on accurate evaluation of exiting assets as well as identifying possible upside potential (Infill drilling, project acceleration, cost savings, etc.). Also conducted a portfolio review and analysis of Anadarko's producing assets – identifying grow, harvest and divestment opportunities.

PROJECT GENERAL MANAGER, Amoco Algeria 1997-1999
Responsible for leading multidisciplinary team charged with identifying new oil and gas exploitation opportunities in Algeria's Southern desert. Successfully identified opportunities, evaluated development alternatives and economic scenarios to optimize financial return from the project. Directly supported negotiations to capture acreage. Upon capture, responsible for implementing exploitation program

Identified 240 MMBO oil and 1 TCF gas opportunity

- Identified technical and non-technical risks – developed plans to address and mitigate.
- Completed start up plans for seismic acquisition, drilling, and testing with strong focus on safety, cost control and rapid project implementation. Initial project phase is estimated to cost $50 MM.
- Participated in successfully bringing project to final negotiating round with the state oil company.

PRODUCTION NEW VENTURES MANAGER, Amoco Ecuador 1994-1996

Developed business plan to determine potential of new E & P opportunities in the Oriente Basin in Ecuador. Assembled and led technical team charged with identifying highly profitable business opportunities.

- Completed studies which detailed the potential benefits (resource size, costs to develop and economics) for offshore gas play, power generation and Trans-Ecuadorian pipeline.
- Successfully negotiated partnership with state oil company to jointly evaluate primary and secondary potential of Ecuador's major fields in the Oriente. Successfully led and completed the $2.5 MM field study with partners and Petroproducion on time and within budget. Developed exploitation plan for waterflooding with incremental rates of 150,000 BOPD and incremental reserves of 740 MMBO.

RESOURCE MANAGER, Amoco Mid-Continent Business Unit - Denver Co. 1989-1992

Led team responsible for all of Amoco's oil and gas operations in the Anadarko Basin, Oklahoma. Resource team focused on low risk, high return infill drilling and recompletions to maximize profits. Operations focused on production optimization, cost containment and safety of our operations.

- Identified, drilled and completed over 60 successful gas development prospects. The average well generated a ROR > 20 with a payout of less than six months.
- Successfully reduced drilling and completion costs on each well by 30 % through both service company partnerships and competitive bid process.

ENGINEERING SUPERVISOR, Amoco Netherlands, The Hague 1983-1988

Evaluated the commercial potential of a new offshore discovery well (P15-3) in the Dutch sector of the North Sea. Developed the exploitation plan and assembled technical team to implement development of the Rijn Field. Supervised operations work as the field was brought on line under cost and ahead of schedule.

Education

Colorado State University

Bachelor of Science, Civil Engineering

Professional Development / Community Service

Aurora Oil and Gas Advisory Committee – Currently a member
Vice President BOD - Big Valley Ranch HOA (2014-Present)
APC Leadership development programs (2014/2019)
Board of Directors (VP) – American School of Doha 2004/2005
THUNDERBIRD International Executive Training Program (1998)
Dr. Stephen Covey's "Executive Excellence" School (1993)
Basic Spanish and French language capabilities

[redacted]

[redacted]

Oil And Gas Advisory Committee Applicant

Package - Ward V

Oil And Gas Advisory Committee - Ward V

Term 01 Jul 2022 - 30 Jun 2025
Positions Available 1

Number of applicants in this package 1

- Pierce, Brad

Received: 04/01/2025
Ward V Resident & Registered Voter
Arapahoe County
Vetted: 04/01/2025
Marcus Bond

Name: Pierce, Brad

Address: [redacted]

Email: [redacted]

Board Name: Oil and Gas Advisory Committee

Council Ward:

Ward V

How long in Aurora?:

30+ years

Home Phone Number:
[redacted]

Work 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 Completed :

14

Degree(s) Received:

Associate Degree Paralegal

College(s) Attended:

Arapahoe Community College

Employer Name:

Retired

Employer Address:

N/A

Position/Title:

N/A

Years with Current Employer:

N/A

Work Experience:

2000 - 2024 President, Bradley M. Pierce Legal Services Inc

Certifications:

None

How are you involved in your community?:

Aurora Rotary Club Public Relations Chair, Visit Aurora Treasurer, Centennial Airport Community Noise Roundtable, Aurora Economic Development Council Executive Committee

List your interests and activities:

Traveling to Mexico and Arizona and taking trips on cruise ships in foreign countries. Being active with exercise. I am a fan of the Denver Broncos and other teams

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

Yes

If yes, what position?:
Oil and Gas Advisory Committee

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 provide advice and recommendations to City Council in regards to oil and gas development in Aurora.

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

Which role are you applying for?:

Resident

Proximity to current drilling applications (if applicable):
N/A

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

No

If yes, please explain:

N/A

Full Name:
Bette Dohr

Address:
[redacted]

Phone Number:
[redacted]

Full Name:
Dick Thompson

Address:
[redacted]

Phone Number:
[redacted]

Full Name:
Tom Tobiassen

Address:
[redacted]

Phone Number:
[redacted]

How did you hear about us?:

Word of Mouth

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

I agree

Signature:
Brad Pierce

Date:
04/01/2025

Time of Submission: 04/01/25 4:10:34 PM

Oil And Gas Advisory Committee Applicant

Package - Ward V

Oil And Gas Advisory Committee - Ward V

Term 01 Jul 2022 - 30 Jun 2025
Positions Available 1

Number of applicants in this package 1

- Tobiassen, Thomas

Received: 03/18/2025
Ward V Resident & Registered Voter
Arapahoe County
Vetted: 03/18/2025

Marcus Bond

Name: Tobiassen, Thomas

Address: [redacted]

Email: [redacted]

Board Name: Oil and Gas Advisory Committee

Council Ward:

Ward V

How long in Aurora?:

34 years

Home Phone Number:
[redacted]

Work 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 Completed :

12+

Degree(s) Received:

BS

College(s) Attended:

University of Maryland

Employer Name:

Retired

Employer Address:

Retired

Position/Title:

Retired

Years with Current Employer:

3

Work Experience:

48 Years in Computer Science

Certifications:

CISSP, ISSEP, Commercial Radio Telephone, FCC

How are you involved in your community?:

Served on the RTD Board, and numerous Aurora Boards and Commissions

List your interests and activities:

Travel, gardening, flying and ham radio

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

Yes

If yes, what position?:
Chair, Public Defenders Commission, Oil and Gas, GERP

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

Yes

Why do you desire this appointment? :

To continue serving my community

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

Which role are you applying for?:

Resident

Proximity to current drilling applications (if applicable):
10 miles

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

No

If yes, please explain:

NA

Full Name:
Brad Pierce

Address:
[redacted]

Phone Number:
[redacted]

Full Name:
Tom Ashburn

Address:
[redacted]

Phone Number:
[redacted]

Full Name:
Polly Page

Address:
[redacted]

Phone Number:
[redacted]

How did you hear about us?:

Word of Mouth

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

I agree

Signature:
TJ Tobiassen

Date:
03/17/2025

Time of Submission: 03/17/25 8:39:28 PM

Attachments

- Toms Resume.pdf

Resume of Tom Tobiassen

[redacted]

[redacted]

Aurora - Ward IV

Employment:

2022 to present – Small Business Investor / Partner

All Sports Replay - 200 W. Tomichi Ave. Gunnison, Colorado

2008 – 2022 – Associate, Systems Security Engineer, Zeta Associates, Inc. Aurora, CO

1999 – 2008 – Lockheed Martin, Buckley AFB, Aurora, CO

1974 – 1999 – Digital Equipment Corp. Buckley AFB, Aurora, CO

Education:

B.S. Computer Science – University of Maryland

Aurora Boards and Commissions

Citizens' Budget Advisory Committee

Aurora Planning and Zoning Commission

Aurora Water Advisory Committee

Aurora Drought Advisory Committee

GERP

Aurora Oil and Gas Advisory Committee

Aurora Public Defenders Commission

Regional Transportation District, Board of Directors, District F

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: DOLA Tenant Support Services IGA
Item Initiator: Jessica Prosser, Director of Housing and Community Services
Staff Source/Legal Source: Emma King, Homeless Programs Manager/Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

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

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

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

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

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 6/23/2025

Regular Meeting: 6/23/2025

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.)*

This IGA is a continuation of an existing IGA with the State Department of Local Affairs, funding the City to provide supportive services for voucher holders associated with the Navigation Campus. We received these funds in 2024 and the current agreement was executed on 3/5/2024 ends 6/30/2025

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.

Jessica Prosser
Agenda Item Initiator Name

Agenda Item Initiator Signature Date

Roberto Venegas
Late Submission Approver Name (Deputy City Manager)

Roberto Venegas 6/11/2025
Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Department of Local Affairs (DOLA) Tenant Support Services Intergovernmental Agreement (IGA) (Resolution)
Item Initiator: Emma Knight, Manager of Homelessness Behavioral Health, Housing and Community Services
Staff Source/Legal Source: Emma Knight, Manager of Homelessness Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 6/23/2025

Regular Meeting: 7/14/2025

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)

Emma Knight, Manager of Homelessness Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

☒ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 6/18/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

This IGA is a continuation of an existing IGA with the State Department of Local Affairs, funding the City to provide supportive services for voucher holders associated with the Navigation Campus. We received these funds in 2024 and the current agreement was executed on 3/5/2024 ends 6/30/2025

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

This IGA provides funding for supportive services for voucher holders associated with the Navigation Campus. The supportive services are case management to support clients in getting housed and then keeping them housed. The City does not directly supply these services, as we contract them out to another agency to provide them. As part of the agreement, we provide $126,000 in match dollars, which are budgeted from the Marijuana Fund. We have a total of $126,000 in marijuana funds we can use to match the $25,200 in this grant agreement and match anticipated amendments to this grant agreement by DOLA for additional grant funds. $126,000 is the amount we provided in the previous IGA.

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.)

Budgeted $126,000 of Marijuana Tax Revenue.

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does Council support this item moving forward to Study Session?

LEGAL COMMENTS

City Council may, by resolution, enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, art. X, sec. 10-12). Upon authorization by a majority vote of the members of City Council voting thereon, the Mayor shall execute all intergovernmental agreements to which the City is a party. (Aurora, Colo. Code section 2-31(b)(2)). (TJoyce)

RESOLUTION NO. R2025- ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THE COLORADO DEPARTMENT OF LOCAL AFFAIRS TO FUND TENANCY SUPPORT SERVICES AT THE AURORA REGIONAL NAVIGATION CAMPUS

WHEREAS, House Bill 22-1377 created a grant program for local governments and nonprofit organizations to enable those entities to make investments and improvements in their communities to address and respond to the needs of individuals experiencing homelessness; and

WHEREAS, tenancy support services are housing-related activities and services that support an individual or a household's ability to prepare for and transition to housing and support the individual or household in being a successful tenant in a sustained tenancy housing arrangement; and

WHEREAS, the Aurora Regional Navigation Campus will be a transformational, centralized, coordinated campus that can streamline access to resources and services needed by individuals experiencing homelessness to transition back into housing and thrive; and

WHEREAS, pursuant to this Intergovernmental Agreement, the Colorado Department of Local Affairs ("DOLA") will grant the City of Aurora, Colorado, with $25,200.00 in grant funds for tenant support services from July 1, 2025, to June 30, 2026; and

WHEREAS, the City has a total of $126,000 in marijuana sales tax funds budgeted for tenancy support services to be performed at the Aurora Regional Navigation Center; and

WHEREAS, the grant funding from the Colorado Department of Local Affairs is intended to provide tenancy support services to approximately thirty-five (35) individuals or households in the Aurora Regional Navigation Center area of Adams County, Arapahoe County, Douglas County, Denver County, and the entire Metro Denver region as required by the parameters of the 2023 Metro-Denver Navigation Campus(es) Request for Applications and the City's grant application.

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

Section 1. The Intergovernmental Agreement between the City of Aurora, Colorado, and the Colorado Department of Local Affairs providing $25,200.00 in funds for tenancy support services at the Aurora Regional Navigation Campus in the City for individuals experiencing homelessness in the City and the counties of Adams, Arapahoe, Douglas, Denver, and the entire Metro Denver region from June 30, 2025, to June 30, 2026.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached Intergovernmental Agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

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

RESOLVED AND PASSED this _____ day of _____. 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
TIM JOYCE, Assistant City Attorney

State of Colorado Grant Agreement
Cover Page

State Agency
Department of Local Affairs
for the benefit of the Division of Housing
Grantee
City of Aurora
Grantee UEI
"N/A State Funds"
Agreement Maximum Amount
$25,200.00

Agreement Encumbrance Number
H6DRNC34611
CMS Number
199231
Agreement Performance Beginning Date
The Late of The Effective Date or July 1, 2025
Initial Agreement Expiration Date
June 30, 2026
Fund Expenditure End Date
June 30, 2026

Funding Program: Tenancy Support Services (TSS)
Funding Source: State
Catalogue of Federal Domestic Assistance # n/a

Agreement Authority - Authority for this Agreement arises from §24-32-705 and Colorado House Bill 22-1378. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available pursuant to Section 3206 of the "American Rescue Plan Act of 2021" (the "SLFRF Statute") and a sufficient unencumbered balance thereof remains available for payment and the required approvals, clearance, and coordination have been accomplished from and with appropriate agencies. For grant agreements that are 100% General Fund as a result of HB24-1466, all references to federal requirements in the grant agreement template are not applicable, except for Exhibit D, Federal Provisions.

Agreement Purpose - To provide Tenancy Support Services ("TSS") to households for permanent supportive housing.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

Exhibit A – Applicable Laws
Exhibit B – Statement of Project
Exhibit C – Federal Provisions
Exhibit D – Agreement with Subrecipient of Federal Recovery Funds [Reserved]
Exhibit E – PII Certification
Exhibit F – Reserved
Exhibit G – Sample Option Letter
Form 1 – Reserved

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

1. Exhibit C – Federal Provisions
2. Colorado Special Provisions in §19 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit B – Statement of Project
5. Exhibit A – Applicable Laws
6. Exhibit E – PII Certification
7. Exhibit G – Sample Option Letter

Principal Representative

For the State:
Alison George, Director
Division of Housing
Department of Local Affairs
1313 Sherman Street, Rm 320
Denver, CO 80203
Alison.George@state.co.us

For Grantee:
Mike Coffman, City of Aurora Mayor
City of Aurora
15151 E Alameda Pkwy
Aurora, CO 80012
mcoffman@auroragov.org

Signature Page

The Parties hereto have executed this agreement

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE

City of Aurora

_____

By: Mike Hoffman, City of Aurora Mayor

Date: _____

DIVISION OF HOUSING

Contract Reviewer

_____

By: Theresa Cassano, Director, Office of Housing Finance and Sustainability

Date: _____

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

_____

By: Maria De Cambra, Executive Director

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: Beulah Messick, Controller Delegate

Date: _____

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Options: 1
Form 1, Reserved 1

1. **Parties**

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO (the "State") acting by and through the Department of Local Affairs ("DOLA") for the benefit of the Division of Housing ("DOH"). Grantee and the State agree to the terms and conditions in this Agreement.

2. **Term and Effective Date**

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

B. Initial Term

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

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. The total duration of this Agreement including the exercise of any options to extend shall not exceed five (5) years from its Effective Date without approval of the Colorado Office of the State Controller.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this

Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§12.A.i.**

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

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

F. Grantee's Termination Under Federal Requirements

[Reserved].

3. Definitions

The following terms shall be construed and interpreted as follows:

A. "Agreement" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "Award" [Reserved].

C. "Breach of Agreement" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. "Budget" means the budget for the Work described in **Exhibit B, §5.2**.

E. "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.

F. "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.

G. "CORA" means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

H. "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 for this Agreement.

I. "End of Term Extension" means the time period defined in **§2.D**.

J. "Exhibits" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

K. "Extension Term" means the time period defined in **§2.C**.

L. "Federal Award" [Reserved].

M. "Federal Awarding Agency" [Reserved].

N. "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

O. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

P. "Initial Term" means the time period defined in **§2.B**.

Q. "Matching Funds" means the funds provided Grantee as a match required to receive the Grant Funds.

R. "Party" means the State or Grantee, and "Parties" means both the State and Grantee.

S. "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.

T. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et seq., C.R.S.

U. "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.

V. "Project" means the overall project described in **Exhibit B** including, without limitation, the Work and the Services.

W. "Subject Property" means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.

X. "Recipient" [Reserved].

Y. "Services" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. "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, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. "State Fiscal Rules" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.

BB. "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.

CC. "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.

DD. "Subcontractor" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

EE. "Subrecipient" [Reserved].

FF. "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.

GG. "Uniform Guidance" [Reserved].

HH. "Work" means the Goods delivered and Services performed pursuant to this Agreement.

II. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text,

software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. Statement of Project

Grantee shall complete the Work or cause the work to be completed as described in this Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Satisfactory performance of the terms of this Agreement is a condition precedent to the State's obligation to pay Grantee.

b. Grantee 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 forty-five (45) days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within forty-five (45) days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of one percent (1%) per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

[Reserved].

C. Matching Funds

Grantee shall provide Matching Funds as provided in **Exhibit B**. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee'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 Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit B** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee 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 Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit B** and **§5.A** for all allowable costs described in this Agreement and shown in the Budget in **Exhibit B**, except that Grantee may adjust the amounts between each line item of the Budget as provided for in **§5.3** of **Exhibit B**, without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement

or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to **§5.2.4** of **Exhibit B**. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

DOLA shall not release final payment until Grantee has met its close-out obligations, which include, without limitation, completion of the Project, and compliance with all monitoring reporting requirements. Grantee shall close out this Award within forty-five (45) days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold up to 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. Reporting - Notification

A. Periodic Reports

In addition to any reports required pursuant to **§§6, 7 & 16** of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit B**.

B. Litigation Reporting

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

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State as provided in **§7** of **Exhibit B** and no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of Federal or State criminal law involving fraud, bribery or gratuity violations potentially affecting the Agreement. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three (3) years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. 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. The State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (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 Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, et seq., then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Confidential Information-State Records

A. Confidentiality

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

of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee 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 Agreement 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 Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Grantee 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. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, 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 Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional

cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

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

9. Conflicts Of Interest

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Ethical Principles

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

10. Insurance

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State. Grantee may determine and require a higher limit of subcontractors or not require certain insurance in this **§10** that does not directly apply to the work of any subcontractors.

A. Workers' Compensation

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

B. General Liability

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

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any one (1) fire.

C. Automobile Liability

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

D. Cyber/Network Security and Privacy Liability

This section ☒ shall | ☐ shall not apply to this Agreement.

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

This section ☒ shall | ☐ shall not apply to this Agreement.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance coverage for financial loss of State or Federal Funds for causes including, but not limited to, theft, forgery, embezzlement and funds transfer fraud with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

G. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in **§10.A** through **§10.E** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

H. Property Insurance

If Grant Funds are provided for the acquisition, construction, or rehabilitation of real property, insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantee will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property. This insurance requirement shall only apply to the owner of the Subject Property or assignee as required by this Agreement.

I. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in **§10.H** above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

J. Builder's Risk Insurance

This section ☐ shall | ☒ shall not apply to this Agreement.

Grantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be

maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

i. The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.

ii. All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed $25,000.

iii. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's and Subcontractor's services and expenses required as a result of such insured loss.

iv. Builders Risk coverage shall include partial use by Grantee and/or property owner.

v. The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

K. Pollution Liability Insurance

If Grantee and/or its Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. The Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Grantee's Subcontractor.

L. Additional Insured

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

M. Primacy of Coverage

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

N. 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 Grantee and Grantee shall forward such notice to the State in accordance with **§14** within seven (7) days of Grantee's receipt of such notice.

O. Subrogation Waiver

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

P. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Grantee 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 Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Grantee's execution of the subcontract. No later than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven (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 section.

11. Breach of Agreement

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

12. Remedies

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

f. Technical Assistance

State may elect to conduct on-site monitoring and work closely with Grantee until the Project is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee's business operations.

B. Grantee's Remedies

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

13. Dispute Resolution

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within ten (10) Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs as described in §24-101-301(30),

C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S. and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. Notices and Representatives

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

15. Rights in Work Product and Other Information

A. Work Product

i. Copyrights

[Reserved].

ii. Patents

[Reserved].

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, 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"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

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

16. Statewide Contract Management System

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee'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.

17. Restrictions on Public Benefits

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee shall confirm that any individual natural person is lawfully present in the United States pursuant to 8 U.S.C. §§1601 *et seq*. when such individual applies for public benefits provided under this Agreement by requiring the applicant to:

A. Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,

B. Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

18. General Provisions

A. Applicable Laws

At all times during the performance of this Agreement, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended including, without limitation, those set forth on **Exhibit A**,

Applicable Laws. Grantee also shall require compliance with such laws and regulations by Subcontractors under subcontracts permitted by this Agreement.

B. Assignment

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

C. Subcontracts

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

D. Binding Effect

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

E. 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.

F. 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.

G. 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.

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. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital

signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

J. Jurisdiction and Venue

[Reserved].ll suits, actions, or proceedings related to this Agreement shall be held in the State of Colorado. Exclusive venue shall be in the City and County of Denver, except as otherwise required by Colorado law.

K. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount, and in the Statement of Project (**Exhibit B**), adjust the Project Budget, modify the Service Area, the Milestones, the Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to **Exhibit G**, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

iii. Items not Requiring Modification - Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent.

L. 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.

M. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

N. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full

force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

O. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

P. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

Q. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.B,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

R. 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.

S. 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.

T. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

U. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

V. Indemnification
[Reserved].

W. Compliance with State and Federal Law, Regulations, and Executive Orders
Grantee shall comply with all applicable 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.

X. Accessibility

i. Grantee shall comply with and 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. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee'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.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. Statutory Approval. §24-30-202(1), C.R.S.
This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5), C.R.S.
Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.
Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq., C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.
Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an

agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law.
Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction and Venue.
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.
Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.
State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507, C.R.S.
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ

any person having such known interests.

J. Vendor Offsets and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S. **[*Not applicable to intergovernmental agreements*]** Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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Exhibit A, Applicable Laws

Laws, regulations, and authoritative guidance incorporated into this Agreement include, without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621, et seq.
3. Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d).
5. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359.
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, implementing regulations at 24 CFR Part 8.
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, et seq.
9. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq.
10. CRS 24-34-301, et seq. (Colorado Civil Rights).
11. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, implementing regulations at 24 CFR Part 135.
12. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq., implementing regulations at 49 CFR Part 24.
13. Davis-Bacon Act, 40 U.S.C. 3141, et seq., implementing regulations at 29 CFR Parts 1, 3, 5, 6, and 7.
14. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701, et seq., implementing regulations at 29 CFR Part 5.
15. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), 2 CFR Part 200.
16. Colorado Local Government Audit Law, CRS 29-1-601, et seq.
17. Colorado Housing Act of 1970, CRS 24-32-701 et seq.
18. CRS 24-75-601, et seq. (Funds – Legal Investments).
19. McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.).

EXHIBIT B

STATEMENT OF WORK

1. GENERAL

1.1. Project Description. To provide Tenancy Support Services ("TSS") to approximately seven (7) Households that are participants or applicants of supportive housing within the Aurora Regional Navigation Center TSS program in Adams County, Arapahoe County, Douglas County, Denver County, and the entire Metro Denver region per the parameters of the 2023 Metro-Denver Navigation Campus(es) Request for Applications (RFA), and the Grantee's associated application.

1.2. Preference. Grantee shall give a preference to Households based on the preferences listed in the DOH-approved Tenant or Participant Selection Plan.

1.3. Service Area. Grantee's performance of services shall occur in: Adams County, Arapahoe County, Douglas County, Denver County, entire Metro Denver region.

1.4. Grantee Obligations.

1.4.1. Grantee shall implement the Project, administer this Agreement, and provide required documentation to the State as specified herein.

1.4.2. Grantee shall enter into written agreement(s), the content of which meet DOH's requirements, with the following individuals or entities prior to disbursing any funds:

1.4.2.1. Any Subcontractor engaged by Grantee to aid in performance of the Work.

1.4.2.2. Grantee shall subgrant to or enter into another form of an agreement with other agencies to provide Voucher Administration assistance and Tenancy Support Services once DOH has reviewed and approved the identified agencies.

1.4.3. Assignment. Grantee's rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

1.4.4. Time of Performance. Grantee shall commence performance of its obligations on the Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Agreement. Time of Performance may be extended in accordance with **§2B** and **§2C** of the main body of this Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Asset Manager at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

2. DEFINITIONS

The following terms pertain to the Statement of Work, and shall be construed and interpreted as follows:

2.1 Administrative Plan. "Administrative Plan" means DOH's Housing Choice Voucher (HCV) and Rental Assistance Programs (RAP) Administrative Plan, which is available on the DOH website.

2.2 **Area Median Income**. The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. DOH sets voucher payment standards annually using HUD income limits.

2.3 **Behavioral Health**. "Behavioral Health" is the scientific study of the emotions, behaviors and biology relating to a person's mental well-being, their ability to function in everyday life and their concept of self. Behavioral health conditions include: substance use disorders; alcohol and drug addiction; and serious psychological distress, including suicide ideation and mental disorders.

2.4 **Beneficiaries**. "Beneficiaries" shall mean the persons and/or households who are the end users that benefit from the Project.

2.5 **Comparable Database.** "Comparable Database" is a database that meets all Homeless Management Information System (HMIS) Data Standards and does so in a method that protects the safety and privacy of the survivor. Comparable databases are used by "Victim Service Providers" (i.e., non-profit organizations whose primary mission is to provide services to survivors of domestic violence, dating violence, sexual assault, or stalking).

2.6 **Chronically Homeless**. "Chronically Homeless" means an individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the ''chronically homeless'' definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last 3 years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least 7 nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven. This definition is per the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH): Defining "Chronically Homeless" Final Rule for 24 CFR Parts 91 and 578, published December 4, 2015, and defers to any updates to the Final Rule.

2.7 **Continuum of Care**. "Continuum of Care" means a regional or local planning body that coordinates a strategic system of housing and services for homeless families and individuals within a defined geographic area.

2.8 **Coordinated Entry**. "Coordinated Entry" means a regional, client-centered process that enables communities to assess and identify the housing and support needs of individuals experiencing homelessness. Coordinated Entry Systems also match the right level of service and housing intervention as quickly and efficiently as possible, while being respectful of client choice and local providers.

2.9 **DOH**. "DOH" means the Colorado Department of Local Affairs, Division of Housing.

2.10 **Extremely Low Income.** "Extremely Low Income" means a household whose income is at or below 30% of Area Median Income as determined by HUD.

2.11 **Harm Reduction.** "Harm Reduction" means a set of practical approaches aimed to reduce the harm associated with substance use rather than on the prevention of substance use itself. Harm

reduction approaches recognize that individuals can be at different stages of recovery and that effective interventions should be individually tailored to each individual's stage. Such strategies have been effective in reducing morbidity and mortality for such individuals by incorporating strategies from safer use, to managed use, to abstinence. Individuals are allowed to make choices about use and treatment, and regardless of the choices, are not treated adversely, housing status is not threatened, and help continues to be available.

2.12 Homeless Management Information System (HMIS). "Homeless Management Information System" is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

2.13 Housing First. "Housing First" means a homeless assistance approach that prioritizes providing non-time limited housing to people experiencing homelessness, thus ending their homelessness. It serves as a platform from which individuals can pursue personal goals and improve quality of life. This approach is guided by the belief that people need basic necessities, such as food and housing before attending to other goals of self-sufficiency, such as employment, budgeting, substance use treatment.

2.14 Housing Quality Standards (HQS). "HQS" are the minimum quality standards for rental assistance programs to ensure the housing unit is safe, decent, and sanitary. HQS are required both at initial occupancy and during the duration of housing assistance.

2.15 Household. "Household" means an extremely low-income individual or head of household over the age of 18 who requires long-term supportive services in order to maintain stable housing; is experiencing homelessness or would be upon discharge/release; and has a disabling condition, disabilities, or special needs, such as those with a behavioral health condition, as verified by a knowledgeable professional. Further eligibility criteria for households in this program are dictated in the DOH-approved Tenant or Participant Selection Plan.

2.16 HUD. "HUD" is the United States Department of Housing and Urban Development.

2.17 Indirect Costs. "Indirect Costs" means those costs that have been incurred for shared or joint objectives and cannot be readily identified with any particular activity. After direct costs have been determined and assigned directly to the grant award, or other work as appropriate, indirect costs are those that remain to be allocated. Examples include: office rent, utility, insurance, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; and purchases, transportation, and staff expenses that benefit multiple program areas. Further guidance on indirect costs is provided in 2 CFR Part 200, Subpart E.

2.18 Lack Housing or Homeless. "Lacking Housing" or "Homeless" refers to a household that is living unsheltered, in a place not meant for human habitation or in a homeless shelter, or is at risk of losing their housing within 14 days. Homelessness is defined as living in a place not meant for human habitation, in emergency shelter, in temporary housing (e.g. - safe haven, transitional housing, bridge housing, or rapid rehousing), or exiting an institution where the person temporarily resided.

2.19 Other Funds. "Other Funds" means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

2.20 Pre-Agreement Costs. "Pre-Agreement Costs" are costs incurred prior to the Effective Date of this Agreement that are eligible for payment with Grant Funds. Pre-Agreement Costs are allowed only to the extent such costs are specifically identified in **§5.2.4** of this Exhibit B.

2.21 Project Close-Out Date. "Project Close-Out Date" shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.

2.22 Public Housing Authority. "Public Housing Authority," also called "Public Housing Agency" or "PHA," means an entity established under the U.S. Housing Act of 1937 tasked with providing decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. The Department of Local Affairs, Division of Housing is one of more than 3,300 PHAs across the United States responsible for administering and maintaining Public Housing programs in partnership with the U.S. Department of Housing and Urban Development, including the Housing Choice Voucher program and State Housing Voucher program.

2.23 Recovery-Oriented Housing. "Recovery-Oriented Housing," also called Recovery Housing, is a housing model which uses substance use-specific services, peer support, and physical design features to support individuals and families on a particular path to recovery from addiction, typically emphasizing abstinence.

2.24 Rental Assistance. "Rental Assistance" means Housing Assistance Payments (HAP) paid on behalf of households by a Public Housing Authority (PHA) directly to property owners/landlords. Rental Assistance is non-time limited and units must meet HQS standards before rental assistance payments can be made. Rental Assistance must follow the PHA's Voucher Administrative Plan policies, procedures and regulations.

2.25 SAMHSA. "SAMHSA" means the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration.

2.26 Serious Mental Illness ("SMI"). "Serious Mental Illness ("SMI")" is when individuals over the age of 18 experience a mental, behavioral, or emotional disorder resulting in serious functional impairment, which substantially interferes with or limits one or more major life activities, such as basic daily living (for example, eating or dressing); instrumental living (for example, taking prescribed medications or getting around the community); or participating in a family, school, or workplace.

2.27 State Housing Voucher (SHV). "State Housing Voucher" means a tenant-based voucher provided through DOH state-funded sources. SHVs provide rental and security deposit assistance to assist eligible households in leasing safe, decent, and affordable rental housing.

2.28 Substantial Completion. "Substantial Completion" means that Grantee has achieved the milestones and targets identified in **§3.2** of this Exhibit B and served the Households identified in **§1.1** of this Exhibit B.

2.29 Supportive Housing. "Supportive Housing," also known as Permanent Supportive Housing (PSH), means decent, safe, affordable, community-based housing that provides tenants with the rights of tenancy, Tenancy Support Services, and links to other intensive supportive services using best practices, particularly the Housing First model, as well as Harm Reduction and Trauma-informed approaches. Supportive Housing is designed to allow tenants to live as independently as possible.

2.30 Tenancy Support Services (TSS). "Tenancy Support Services" or "TSS" means housing-related activities and services that support an individual or household's ability to prepare for

and transition to housing, and support the individual or household in being a successful tenant in the housing arrangement and thus able to sustain tenancy. TSS are deployed using the Supportive Housing model and include: in-reach and outreach, housing search and counseling service (including lease-up assistance), engagement, and ongoing tenancy support services. Utilization of TSS by a household is voluntary and driven by individual choice.

2.31 Trauma-Informed Care. "Trauma-Informed Care" is an approach to the delivery of behavioral health services that includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through a cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events. A trauma-informed approach realizes the widespread impact of trauma; understands potential paths for healing; integrates knowledge of trauma into policies and practices; and seeks to actively prevent re-traumatization.

2.32 Voucher Administrator. "Voucher Administrator" means the Agency contracted to administer Rental Assistance Vouchers in accordance with an Administrative Plan.

3. DELIVERABLES

3.1 Outcome. Full implementation of the Project and achievement of all Performance Measures.

3.2 Performance Measures. Grantee shall comply with the following Benchmarks and Measures.

3.2.1 Benchmark A: Secure successful permanent housing as quickly as possible for participants.

3.2.1.1 Measure 1: Enroll and serve at minimum the number of households anticipated to serve as stated in grant agreement within the grant period.

3.2.1.2 Measure 2: An average of 60 days from project start date to move-in date.

3.2.2 Benchmark B: Reduce recidivism to homelessness, incarceration, or hospitalization.

3.2.2.1 Measure 1: At least 85 percent of adult participants who enter housing maintain stable, permanent housing.

3.2.2.2 Measure 2: Connect adult participants with primary care, specialty care, and/or behavioral health services within one year of program enrollment and each year after.

3.2.3 Benchmark C: Increase stability of project participants.

3.2.3.1 Measure 1: At least 80 percent of adult participants increase, secure, and/or maintain non-cash benefits after one year (and each year after) or upon program exit.

3.2.3.2 Measure 2: At least 80 percent of adult participants increase, secure, and/or maintain income (unearned and earned) after one year (and each year after) or upon program exit.

3.2.3.3 Measure 3: At least 80 percent of adult participants secure and/or maintain health insurance (including Medicaid) after one year (and each year after) or upon program exit.

3.2.3.4 Measure 4: Engage adult participants in employment, educational, and/or volunteer opportunities (digital or in-person) provided through the program or

available through the broader community within one year of program enrollment and each year after.

3.2.3.5 Measure 5: Engage adult participants in one or more community-building events or social activities (digital or in-person) provided through the program or available through the broader community within one year of program enrollment and each year after.

4. KEY PERSONNEL

4.1 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Jessica Prosser, Director of Housing and Community Services
15151 E. Alameda Parkway
Aurora, CO 80012
email: prosser@auroragov.org

4.2 Other Grantee Key Personnel. Emma King, Homelessness Division Manager

4.3 DOH Asset Manager. Stephanie Marshall, Campus Programs Specialist, stephanie.marshall@state.co.us

4.4 Replacement Personnel. If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with **§14** of the main body of the Agreement, with a copy to DOH Asset Manager. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING

The Agreement Maximum Amount to be provided by the State is set forth on the Cover Page of the Grant Agreement and is shown for convenience in **§5.2.1** as "Grant Funds (DOLA)".

5.1 Other Funds. Grantee shall provide all funds necessary to complete the Project. All Sources, other than the DOLA Grant Funds and Matching Funds (if any), are good faith estimates.

5.2 Project Budget.

5.2.1 Sources.

Source	Amount
Grant Funds (DOLA)	$25,200
Matching Funds [Local Government]	$126,000
Total Sources	**$151,200**

5.2.2 Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to **§5.4**). A detailed description of uses is provided in **§5.2.3.**

Use	Amount
Tenancy Support Services Delivery	$25,200
Total	**$25,200**

5.2.3 Descriptions of Uses.

5.2.3.1 Tenancy Support Services Delivery. "Tenancy Support Services Delivery" shall include the following:

5.2.3.1.1 In-reach & Outreach: Connecting with the target population while experiencing homelessness, to ensure eligible households are referred through Coordinated Entry or another DOH approved coordinated referral process.

5.2.3.1.2 Housing Search and Counseling Services, including Lease-up Assistance: Assisting in locating and/or securing suitable housing and be a liaison between the landlord and/or property management and the household. Assisting in the collection and preparation of required documentation for eligibility and/or housing and rental subsidy applications, such as homeless status, disability, family status, reasonable accommodation, and income verification. Working with DOH Voucher Administrator and property management to complete necessary initial and on-going housing paperwork, including lease negotiations, signing, and other lease-up and recertification documents.

5.2.3.1.3 Engagement: Work to engage households after housing placement to encourage, but not require participation in: Tenancy Support Services; other supportive services such as behavioral health care; development of an individualized housing stability plan; and other residential activities such as community building events. Make on-going efforts to encourage all households to connect to services and will develop a housing stability plan used to guide the Household's goals towards improved well-being, self-sufficiency, and housing stability.

5.2.3.1.4 Long-term Support Services: Make regular and frequent contact with each household to ensure needs are met and daily living skills are sufficient to remain safely housed. Act as liaison between landlords/property management, voucher administering agency, and households to assist with conflict resolution in an effort to maintain

housing. Respond to landlord/property management as swiftly as possible. The level of need for, the types of, and the frequency of services will be determined by the household with support by the program staff and will be outlined in the plan. Supports may include, but are not limited to: Acquiring necessary furnishings and household goods, Moving assistance, Tenancy rights and responsibilities education, Eviction prevention supports, Coordination of access to healthcare related services including: primary care, substance use treatment, mental health care, vision and dental care, and emergency, crisis, and inpatient services, Transportation assistance related to housing stability, Entitlements assistance, Independent living skills coaching, De-escalation support, Linkages to education, job skills training, and employment support, Support groups, Re-engagement and relocation support.

5.2.3.1.5 Personnel Costs. Personnel Costs directly related to the delivery of TSS include salary and fringe benefits.

5.2.3.1.6 Indirect Costs. Pursuant to 2 CFR § 200.414, Grant Funds may be used to pay for indirect costs in accordance with 2 CFR Part 200, Subpart E. Prior to requesting reimbursement for indirect costs, Grantee must discuss the indirect cost rate with DOH Asset Manager and submit corresponding documentation as requested.

5.2.3.2 Tenancy Support Services Administrative Costs. [Reserved].

5.2.4 Pre-Agreement Costs. [Reserved].

5.3 Matching Funds. Grantee shall provide the funds identified as "Matching Funds" in §5.2.1, above, unless otherwise approved in writing by DOH. The funds identified as "Matching Funds" were determined per best practices listed in §8.1.2 of this Exhibit B. Matching Funds may only be used for the eligible costs described in §5.2.2 of this Exhibit B.

5.4 Project Budget Line Item Adjustment.

5.4.1 If the table in **§5.2.2** contains more than one budget line item, Grantee shall have authority to adjust individual budget line item amounts, without approval of the State, up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not include administrative line items (such as project delivery or administrative costs). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

5.4.2 Changes to individual budget lines amounts in **§5.2.2** in excess of 10% shall require written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§18.K.i** of the main Agreement.

6. PAYMENTS TO GRANTEE

Payments to Grantee shall be made in accordance with the provisions of **§5** of the main body of the Agreement, and §**6** of this Exhibit B.

6.1 Payment Contingency: Prior to payment, Grantee shall provide information on partners for voucher administration and tenant support services, as well as services plans and budgets.

6.2 Payment Schedule. Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20th (to the extent possible) in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. Grantee shall submit pay requests to the DOH Asset Manager listed in **§4.3**. The DOH Asset Manager shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment. Payments may be withheld, at DOH's reasonable discretion, pending submission by Grantee and approval by DOH of any reports or completion by Grantee of any administrative requirements set forth in the main Grant Agreement or this Exhibit B.

Payment	Amount	Timing
All payments	100% of Payment Request	Paid upon DOLA's receipt of actual expense documentation and written requests from the Grantee for reimbursement of eligible approved Project costs.
Total	**$25,200.00**	n/a

Any excess Grant Funds shall be returned to DOLA via deobligation letter from Grantee within 60 days of end of project.

6.3 Pay Request Process. Payment requests shall be submitted to DOH Asset Manager via the cloud-based program administration platform Neighborly Software. Each request shall include all required/appropriate information and documentation necessary, per guidance provided by DOH, in order for DOH to verify eligibility of expenses**.**

6.4 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the main body of the Agreement:

City of Aurora

15151 E. Alameda Pkwy

Aurora, CO 80012

6.5 Interest. If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to $500 per year for administrative expenses. All interest earned in excess of $500 shall be remitted to DOLA.

7. ADMINISTRATIVE REQUIREMENTS – STATE

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this **Exhibit B.**

7.1 Accounting. Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All

receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** of this Exhibit B above.

7.2 Audit Report. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit a copy of the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203, or
email to: dola.audit@state.co.us, and
dola_doh_loans@state.co.us

7.3 Reporting. In addition to any reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee pursuant to **§6.1** of this Exhibit B.

7.3.1 Quarterly Performance Reports. Within 20 calendar days after the end of each quarter, Grantee shall submit a quarterly performance report. The quarterly performance report shall be completed using the reporting template which DOH shall provide and shall include reporting on the expected deliverables as described in **§3** and **§1.4.7** (HMIS) of this Exhibit B. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.

7.3.2 Annual Report. Within 30 calendar days after the first twelve months of the grant period and annually thereafter, Grantee shall submit an annual report. In the event that the grant term is shorter or longer than twelve months, Grantee shall use the reporting deadlines provided by the DOH Asset Manager. The annual report shall be completed using the reporting template which DOH shall provide and shall include reporting on the expected deliverables as described in **§3** and **§8.3** (HMIS) of this Exhibit B. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.

7.4 Monitoring. The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and **§§7B** and **C** of the main body of the Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

7.4.1 DOH at its discretion may monitor files, policies, or other program documentation either on site or through a request of documents.

8. PROJECT REQUIREMENTS.

8.1 Tenancy Support Services. Grantee shall provide TSS in a manner consistent with the descriptions of TSS provided herein, including the following services standards:

8.1.1 Grantee shall have a staff-to-client ratio of no less than one case manager to every 15 households.

8.1.2 Grantee shall identify internal funding sources and/or work with community partners to ensure a minimum $7,200 per Household per year in services, unless otherwise approved by DOH. This minimum is based on best practices in supportive housing.\

8.1.3 Staff should have relevant education and experience to implement TSS and other supportive services for quality supportive housing.

8.1.4 Staff should be community-based and multi-disciplinary.

8.1.5 TSS should be implemented using current best practices, as described and defined herein. Other services and treatment models may be coordinated with or incorporated into the services programming based on the individuals served.

8.1.6 The delivery of services should be guided by the principles of cultural competence, recovery and resiliency, with an emphasis on building individuals' strengths and resources in the community, with family, and with peer/social network.

8.1.7 Following Housing First, services must be voluntary and driven by individual choice. Recognizing that individuals may initially or periodically refuse assistance or services, the applicant must demonstrate that staff will assertively and creatively engage participants including outreaching participants multiple times and in multiple settings to maximize participation in services. When implemented to fidelity, connection to services, resources, healthcare, and other programs should increase for participants.

8.2 Collaboration. Grantee shall work collaboratively with community-based partners and referral sources as necessary to ensure that all Households served acquire and maintain housing as efficiently as possible. Grantee may attend and participate in case conferencing meetings to identify eligible Households for the Project and assist in process improvements as necessary. Grantee shall work in conjunction with the project voucher administrator and property management as necessary to ensure the intentions and outcomes of this Agreement.

8.3 Homeless Management Information System: Grantee shall utilize the local Continuum of Care (CoC) Homeless Management Information System (HMIS) or an approved comparable database per §2.5 for intake, program enrollment, move-in (if applicable), service provision (if applicable), annual assessments, and exit data collection. If Grantee does not have access to CoC HMIS, Grantee shall seek approval from DOH to partner with an agency that has access. Grantee agrees to fully comply with all HMIS rules and regulations including, without limitation, the following:

8.3.1 Grantee shall perform data entry within five (5) days of intake, program enrollment, move-in (if applicable), service provision (if applicable), and discontinuance of participation by a Household.

8.3.2 Grantee shall run regular data quality checks to ensure data is accurate.

8.3.3 Grantee shall sign all required CoC HMIS agreements and adhere to all CoC HMIS policies and procedures. (These agreements are available from the CoC HMIS administrator for each CoC.)

8.3.4 Grantee shall submit and update data in the HMIS Database as requested/necessary to complete TSS performance reports per §7.3 of this Exhibit B, as well as any other reports required by the CoC.

8.3.5 Grantee shall provide other information as requested by DOH for reporting and program evaluation purposes including, without limitation, the number of Households, the status

of each Household, the location of units, the progress of the Households, and any other information deemed relevant by DOH.

8.3.6 Grantee shall ensure there is a current HMIS Client Consent Form on file for each Household.

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Exhibit C, Federal Provisions

1. Applicability of Provisions.

1.1. For grant agreements funded solely with State General Funds and a part of a program that is funded in part by the American Rescue Plan Act State and Local Fiscal Recovery Funds, the same provisions of 2 CFR 200 that are applicable to projects under the SLFRF category of 6.1 Revenue Replacement apply to compliance for those grants. 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. Grantee also means Subrecipient.

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. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement. Subrecipient also means Grantee.

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.

2.1.16. "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:

2.1.16.1. Salary and bonus;

2.1.16.2. 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;

2.1.16.3. 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;

2.1.16.4. Change in present value of defined benefit and actuarial pension plans;

2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.16.6. 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.

2.1.17. "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.

2.1.18. "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.

2.1.19. "Unique Entity ID Number" means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all 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 terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

4.1. SAM. Subrecipient 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 after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information at https://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

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 F** 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. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal Agency to Prime Recipient no later than 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 UEI Number 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 Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving 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).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. 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.

8.1.3.7.1.2. 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.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. 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 G** – 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 Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement 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. Reserved

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 DETERMINATION.

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.

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Exhibit D, Reserved

Exhibit E, PII Certification

STATE OF COLORADO

THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have 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.

Signature: _____

Printed Name: _____

Date: _____

Exhibit E, PII Certification

STATE OF COLORADO

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit F, Reserved

Exhibit G, Sample Option Letter

State Agency
Department of Local Affairs,
for the benefit of the Division of Housing
Existing CMS Numbers
000000, 000000 (A1), 000000 (OL1)
(Previous) Agreement Maximum Amount
$0,000,000.00
(Previous) Initial Agreement **Expiration Date**
$0,000,000.00
(Previous) Fund Expenditure End Date
Month XX, 202X

Grantee
[Name]
Encumbrance #
HxAAA00000
New CMS #
000000
(New) Agreement Maximum Amount
$00,000,000.00 **(**No change)
(New) Initial Agreement Expiration Date
$0,000,000.00 (No change)
(New) Fund Expenditure End Date
Month XX, 202X(No change)

Options:

A. Initial Agreement Expiration Date.
B. Fund Expenditure End Date.
C. Agreement Maximum Amount.
D. Project Budget.
E. Payment Schedule.
F. Milestones.
G. Service Area.
H. Responsible Administrator.
I. Remittance Address.

Required Provisions:

1. **For use with Option 1(A):** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.

2. **For use with Option 1(B):** The Fund Expenditure End Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Fund Expenditure End Date shown in the table above.

3. **For use with Options 1(C):** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.

4. **For use with Option 1(D)**: The Project Budget in **§5.2** of the **Statement of Project** (**Exhibit B)**, as amended, is deleted and replaced with the following:

   5.2 Project Budget

Budget Item	Amount
[Insert]	[Insert]
Total	[Insert]

5. **For use with Option 1(E):** The **Payment Schedule** in **§6.1** of the **Statement of Project** (**Exhibit**

B), as amended, is deleted and replaced with the following:

6.1 Payment Schedule

Payment	Amount	Timing
[Insert]	[Insert]	[Insert]
Total	[Insert]	[Insert]

6. **For use with Option 1(F):** The Milestones in **§3.2** of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

   3.2. Performance Milestones. Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
[Insert]	[Insert]
Total	[Insert]

7. **For use with Option 1(G):** The Service Area in **§3.3** of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

   3.3. Service Area. The services described within this Grant may be provided in [Area], State of Colorado.

8. **For use with Option 1(H):** The Responsible Administrator in **§4.2** of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

   4.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of [Name, Title, email address] who is hereby designated as the responsible administrator of this Project.

9. **For use with Option 1(I):** the Remittance Address in **§6.2** of the **Statement of Project (Exhibit B)**, as amended, is deleted and replaced with the following:

   6.2 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Grant:

   [Grantee Name]
   [Street Address]
   [City, State, Zip]

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

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

STATE OF COLORADO Governor Department of Local Affairs	STATE CONTROLLER
_____ By: Executive Director	_____ By: Controller Delegate
Date:_____	Option Effective Date:_____

Form 1, Reserved

CITY OF AURORA
Council Agenda Commentary

Item Title: Porteos Business Improvement District (BID) Property Exclusion (Ordinance)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 6/9/2025

Regular Meeting: 6/23/2025

2nd Regular Meeting (if applicable): 7/14/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

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

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

☒ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/5/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

City Council approved the establishment of the Porteos Business Improvement District (BID) in 2016 via ordinance number 2016-43. The BID is located generally east of E. Harvest Road between 56th and 68th Avenues. Annually City Council has approved the BIDs operating plan and budget and City Council has periodically appointed members to the BID's board of directors. In 2019 City Council previously approved boundary adjustments for the BID.

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

The owner, Green Industrial Development Group, LLC ("Green"), of an approximately 8.1 acre parcel of land located within the Porteos Business Improvement District is requesting Council approval of an exclusion of said land from the BID. Green bought the property in 2021 with the intent that it be excluded from the BID. The BID passed a motion in 2023 to exclude the land from the BID. State statute requires City Council to approve any exclusions of land from a BID. This ordinance is a finalization of the statutory process to exclude this land from the BID.

The BID has not issued any debt, thus the excluded land will not be responsible for any debt obligations after it is excluded from the BID. Included in the packet is a petition for the property exclusion signed by the owner of the property.

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

WORKLOAD IMPACT

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

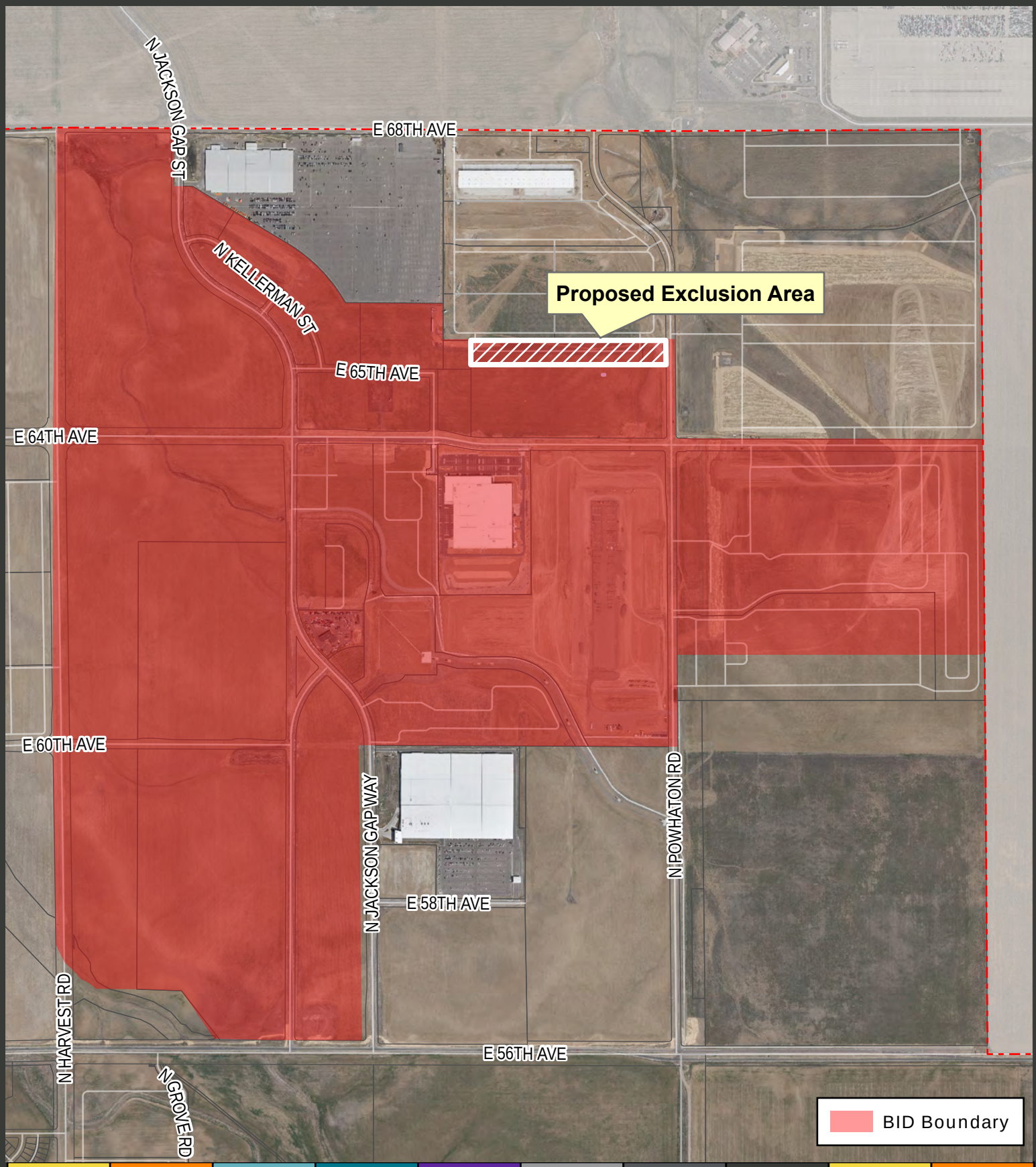
N/A

QUESTIONS FOR COUNCIL

Does the Council wish to move this to the Regular Meeting as proposed?

LEGAL COMMENTS

The owners of property seeking to include or exclude said property from a business improvement district shall file a petition with the governing body. The clerk of the governing body shall publish notice of the request and ad the time and place of the governing body's hearing on the petition. If the change in boundaries does not adversely affect the district and if the petition is granted, the govern body shall adopt an ordinance to that effect and file a certified copy of the ordinance with the county clerk and recorder. (§31-25-1220, C.R.S.). (Rulla)



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Porteos Business Improvement District
Proposed Exclusion Area

Miles
0 0.075 0.15

4/18/2025 I:\GIS\Arc10_MXDs\Planning\Jake C\2025\2604_BIDs.aprx

WHITE BEAR ANKELE TANAKA & WALDRON
ATTORNEYS AT LAW

Matt R. Fegan
303-858-1800
mfegan@wbapc.com

April 16, 2025

VIA EMAIL
Michael Kerrigan
City of Aurora
Special District Administrator
Office of Development Assistance
15151 E. Alameda Parkway
Aurora, CO 80012
MKerrigan@auroragov.org

Re: Green Industrial Development Group, LLC – Petition for Exclusion of Property from Porteos Business Improvement District

Dear Mr. Kerrigan:

White Bear Ankele Tanaka & Waldron represents Green Industrial Development, LLC ("**Green**"). Green is the owner of approximately 8.1 acres of undeveloped property ("**Property**") depicted in **Attachment 1**, located within the Porteos Business Improvement District (the "**BID**") organized pursuant to Ordinance No. 2016-43 Organizing the Porteos Business Improvement District approved on October 29, 2016, by the City Council for the City of Aurora (the "**City Council**"). Green is seeking to exclude certain property from the boundaries of the BID.

Green acquired the Property from ACP DIA 1287 Investors, LLC in 2021 with the intent to develop the Property in coordination with other adjacent property owned by Green. ACP DIA 1287 Investors, LLC sold the Property to Green with the intent that it be excluded from the BID (see **Attachment 4**), and the BID approved the exclusion in June 2023 (see **Attachment 5**). Green is seeking to exclude the Property from the boundaries of the BID so it can be developed in connection with its adjacent property situated immediately to the north of the Property. The Property is not currently planned to be developed in such a way that it would provide any value to the BID, and the Property does not receive services or benefits from the BID.

As of the date of this letter, the BID has not issued any debt for which the Property is responsible to pay.

In accordance with C.R.S. § 31-25-1220, the following documents are enclosed for consideration:

1. Copy of the executed Petition for Exclusion of Property from Porteos Business Improvement District (**Attachment 2)**;
2. Proposed Notice of Exclusion for publication in the Aurora Sentinel, required to be coordinated by the City Clerk in accordance with C.R.S. § 31-25-1220(1) (**Attachment 3)**;
3. Letter from ACP DIA 1287 Investors, LLC in support of the exclusion (**Attachment 4)**;
4. June 19, 2023 Minutes of a special meeting of the BID at which the BID approved exclusion of the Property (**Attachment 5)**; and
5. An overall map of the BID (**Attachment 6)**.

Green hereby formally requests that the City Council approve the exclusion in order to facilitate development within the project. Please contact our office if you have any questions or concerns. Thank you.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

Matt R. Fegan

Matt R. Fegan
Associate

ATTACHMENT 1

Aerial Depiction of Property



Approximate Site Boundary

Source:
Google Earth (Google)

Image Date:
September 12, 2019

Scale:
1" ≈ 550'

The base aerial photograph depicts conditions at the time the image was recorded; which may differ from conditions at the time of the site reconnaissance.

8.1-Acre Property
Powhaton Road, Aurora, Adams County, Colorado

Appendix A - Figure 2

Kumar & Associates Project No. 20-1-515

Site and Vicinity Diagram

ATTACHMENT 2
Petition for Exclusion

PETITION FOR EXCLUSION OF PROPERTY
FROM
PORTEOS BUSINESS IMPROVEMENT DISTRICT

TO: City Council, City of Aurora, Colorado.

The undersigned, Green Industrial Development Group, LLC., respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the exclusion of the hereinafter described property from the Porteos Business Improvement District (the "District").

The undersigned hereby requests that the property described on **Exhibit A**, which is attached hereto and incorporated herein (the "Property") be excluded from said District and that an Ordinance be adopted by the City Council excluding said property from said District, and that from and after the entry of such Ordinance, said property shall not be liable for assessments and other obligations of said District.

The undersigned represents to the City Council that it is the owner of the property and that no other persons, entity or entities own an interest in the Property.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for the consideration of the Petition.

The undersigned agrees that it shall pay in full the fees and costs incurred by the City and the District for the publication of the notice of the hearing on exclusion, publication of the ordinance approving the exclusion (if any), filing and recording fees, and all other costs of exclusion of the property from said District, whether or not such exclusion is approved.

The legal description of said property situate in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

[*Signature page to follow*]

PETITIONER:

GREEN INDUSTRIAL DEVELOPMENT GROUP, LLC
a Delaware limited liability company

By: Dan Green,
Its: CEO

By: _____
Name: Daniel Green
Its: CEO

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 16 day of March, 2023, by Dan Green the CEO of Green Industrial Development Group, LLC, a Delaware Limited Liability Company, Petitioner.

Witness my hand and official seal.

My Commission Expires: 4-20-26

(Notary Seal)

VICTORIA HABER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224015814
MY COMMISSION EXPIRES 04/20/2026

Victoria Haber
Notary Public

EXHIBIT A
Petition for Exclusion

Legal Description

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 5, 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 EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP SET BY PLS 23521 IN A RANGE BOX WHENCE THE CENTER QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP SET BY PLS 13239 IN A RANGE BOX IS ASSUMED TO BEAR NORTH 89°43'05" EAST A DISTANCE OF 2640.54 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°40'06" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 287.13 FEET, TO THE NORTHEAST CORNER OF JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NUMBER 2020000036722 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE BOUNDARY OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1 THE FOLLOWING SIX(6) COURSES:

I. SOUTH 00°02'15" WEST, A DISTANCE OF 469.23 FEET TO A POINT OF CURVATURE;

2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 29°49'13", AN ARC LENGTH OF 497.04 FEET, THE CHORD OF WHICH BEARS SOUTH 14°52'22" EAST, A DISTANCE OF 491.45 FEET TO A POINT OF TANGENCY;

3. SOUTH 29°46'58" EAST, A DISTANCE OF 15.95 FEET TO A POINT OF CURVATURE;

4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 955.50 FEET, A CENTRAL ANGLE OF 29°17'21", AN ARC LENGTH OF 488.45 FEET, THE CHORD OF WHICH BEARS SOUTH 15°07'49" EAST, A DISTANCE OF 483.14 FEET TO A POINT OF TANGENCY;

5. SOUTH 00°24'45" EAST, A DISTANCE OF 380.33 FEET, TO THE SOUTHEAST CORNER OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1;

6. 90°00'00" WEST, A DISTANCE OF 40.44 FEET, TO THE WESTERLY RIGHT OF WAY OF POWHATON ROAD, BEING THE **POINT OF BEGINNING.**

THENCE SOUTH 00°28'40" EAST, A DISTANCE OF 209.91 FEET ALONG THE WESTERLY RIGHT OF WAY OF POWHATON ROAD;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1681.86 FEET;

THENCE NORTH 00°01'18" EAST, A DISTANCE OF 209.90 FEET TO THE SOUTH LINE OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 1680.03 FEET ALONG THE SOUTH LINE OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINING A CALCULATED AREA OF 352,831 SQUARE FEET OR 8.100 ACRES, MORE OR LESS.

ATTACHMENT 3
Form of Notice of Public Hearing on Petition

NOTICE OF PUBLIC HEARING ON EXCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the "Petition") has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Porteos Business Improvement District, City of Aurora, Adams County, Colorado (the "District").

NOTICE IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petition on _____, 2025, at 7:30 p.m. or as soon thereafter as the City Council may hear such matter. Due to ongoing public health and state orders, the public is invited to participate electronically; please see the City's website at www.auroragov.org to register and view the meeting.

The name and address of the Petitioner and a description of the property to be excluded from the District is are as follows:

Name of Petitioner:	Green Industrial Development Group, LLC
Address of Petitioner:	26100 E. 86th Avenue, Sute 240 Aurora, Colorado 80019
General Description of Property:	Approximately 8.1 acres of undeveloped land in the southeast quarter of Section 5, Township 3 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, as further described in the Petition.

NOTICE IS FURTHER GIVEN to all interested persons that they shall appear at the public meeting and show cause in writing why such Petitions should not be granted.

PUBLISHED IN: *Aurora Sentinel*
PUBLISHED ON: _____, 2025

FORM

ATTACHMENT 4
Letter to District in Support of Exclusion

March 5, 2021

BY EMAIL

Porteos Business Improvement District
c/o Alan Pogue, Esq.
Icenogle Seaver Pogue
4725 South Monaco Street
Denver, CO 80237

Re: Potential Exclusion of Real Property from the Porteos Business Improvement District ("BID").

Dear Alan:

ACP DIA 1287 Investors, LLC, has agreed to sell the property described on **Exhibit A** to this letter (the "Property") to Green Industrial Development Group ("Green"). Following its acquisition of the Property, Green intends to pursue the exclusion of the Property from the BID so that the owner of the Property will have no further obligation to pay ad valorem mill levies other than debt service mill levies for debt issued prior to the date of the exclusion from the BID, or rates, fees, charges or assessments of any type to the BID. The undersigned hereby requests that the BID board of directors pass a resolution not opposing Green's request that the Property be excluded from the BID.

Please contact me if you have any questions or require any further clarification of the matters set forth above.

Sincerely,

ACP DIA 1287 Investors, LLC

By: The San Juan Company
Its: Managing Agent

By: Bill Wichterman
Bill Wichterman, President

4530 East Shea Boulevard • Suite 100 • Phoenix, Arizona 85028
Phone: (602) 494-7800 • Fax: (602) 494-7898

Exhibit A

Description of Property

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 5, 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 EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP SET BY PLS 23521 IN A RANGE BOX WHENCE THE CENTER QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP SET BY PLS 13239 IN A RANGE BOX IS ASSUMED TO BEAR NORTH 89°43’05” EAST A DISTANCE OF 2640.54 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°40'06" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 287.13 FEET, TO THE NORTHEAST CORNER OF JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NUMBER 2020000036722 IN THE ADAMS COUNTY CLERK AND RECORDER’S OFFICE;

THENCE ALONG THE BOUNDARY OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1 THE FOLLOWING FIVE(5) COURSES:

1. THENCE SOUTH 00°02'15" WEST, A DISTANCE OF 469.23 FEET TO A POINT OF CURVATURE;

2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 29°49'13", AN ARC LENGTH OF 497.04 FEET, THE CHORD OF WHICH BEARS SOUTH 14°52'22" EAST, 491.45 FEET;

3. THENCE SOUTH 29°46'58" EAST, A DISTANCE OF 15.95 FEET TO A POINT OF CURVATURE;

4. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 955.50 FEET, A CENTRAL ANGLE OF 29°17'21", AN ARC LENGTH OF 488.45 FEET, THE CHORD OF WHICH BEARS SOUTH 15°07'49" EAST, 483.14 FEET;

5. THENCE SOUTH 00°24'45" EAST, A DISTANCE OF 380.33 FEET, TO THE SOUTHEAST CORNER OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1;

6. THENCE NORTH 90°00'00" WEST, A DISTANCE OF 40.44 FEET, ALONG THE SOUTH LINE OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1, TO THE WESTERLY RIGHT OF WAY OF POWHATON ROAD, BEING THE **POINT OF BEGINNING**.

THENCE SOUTH 00°28'40" EAST, A DISTANCE OF 200.01 FEET ALONG THE WESTERLY RIGHT OF WAY OF POWHATON ROAD;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1681.78 FEET;

THENCE NORTH 00°01'18" EAST, A DISTANCE OF 200.00 FEET TO THE SOUTH LINE OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 1680.03 FEET ALONG THE SOUTH LINE OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING A CALCULATED AREA OF 336,181 SQUARE FEET OR 7.718 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, KEVIN J. KUCHARCZYK, 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.

_____

KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

ATTACHMENT 5
Minutes from BID Meeting Approving Exclusion

DocuSign Envelope ID: 378D62F8-C9B4-4332-BA7D-116BFA828402

RECORD OF PROCEEDINGS

MINUTES OF
SPECIAL MEETING OF
PORTEOS BUSINESS IMPROVEMENT DISTRICT

HELD
June 19, 2023

The Board of Directors of the Porteos Business Improvement District held a special meeting, open to the public, via MS Teams at 5:00 p.m. on Thursday, June 19, 2023. Notice of the meeting was duly posted within the boundaries of the District.

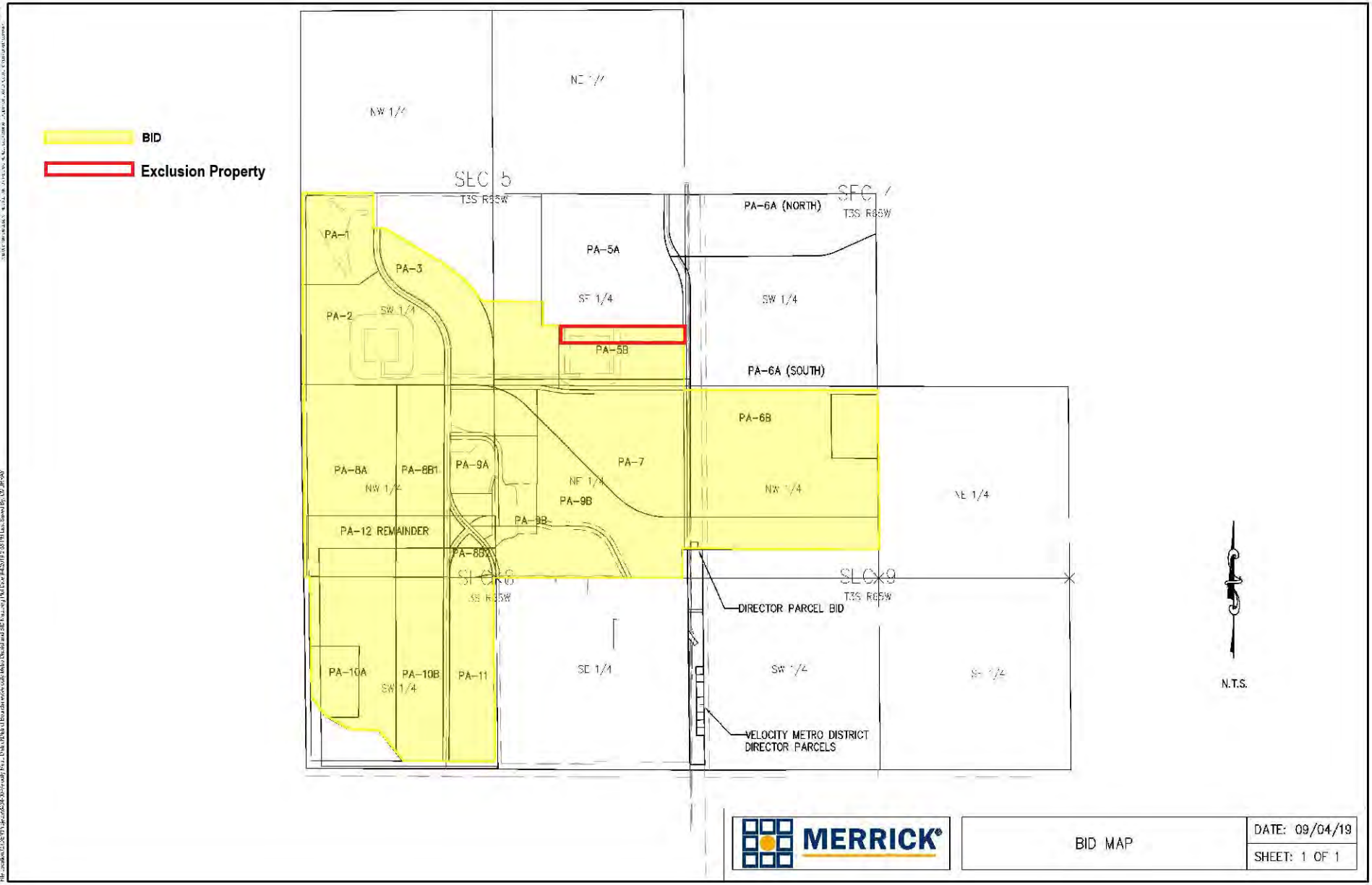
Attendance	Directors in Attendance via Teleconference: Seth C. Rollert, President Mark A. Adams, Treasurer Melissa M. Shea, Secretary Yuriy Gorlov, Assistant Secretary Kristen Adams, Assistant Secretary Also in Attendance via teleconference: Alan Pogue; Icenogle Seaver Pogue, P.C. Chris Fellows; Resolute Management LLC Diane Wheeler; Simmons and Wheeler, P.C. Bill Wichterman; A&C Properties, Inc. John Schoenfeld Barney Fix; Merrick & Company Dan Green
Call to Order	The meeting was called to order at 5:04 p.m., by Mr. Pogue, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.
Conflict of Interest Disclosure	Mr. Pogue noted that notices of potential conflict of interest for all Board Members were filed with the Colorado Secretary of State's Office. Mr. Pogue advised the Board that pursuant to Colorado law, certain disclosures by the Board might be required prior to taking official action at a meeting. The Board reviewed the agenda for the meeting, following which each Board Member present confirmed the contents of the written disclosure previously made stating the fact and summary nature of any matters as required under Colorado law to permit official action to be taken at the meeting. Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

DocuSign Envelope ID: 378D62F8-C9B4-4332-BA7D-116BFA828402

Agenda	The Board reviewed the agenda. The appointments of Director Rollert and Director Kristen Adams were added. Upon motion by Director Shea and seconded by Director Gorlov, the Board unanimously approved the agenda with the requested change.
Public Comment	There were no members of the public present.
Appointment for Vacancies and Election of Offices	The Board considered the appointments of Seth Rollert and Kristen Adams to fill the vacancies on the Board. Mr. Pogue noted that Mr. Rollert and Ms. Adams are qualified to serve as Directors until the next regular election in May 2025. Upon motion duly made by Director Shea, seconded by Director Gorlov to appoint Seth Rollert and Kristen Adams to the Board of Directors of and elected to office of President and Assistant Secretary.
Exclusion of Property	Mr. Green presented request to exclude approximately 8 acres from BID. Mr. Fellows recommended. Upon motion duly made by Director Shea, seconded by Director Gorlov, the Board unanimously approved the Exclusion of the Green Industrial Development property.
Financial Items	Ms. Wheeler presented to the Board the payment of claims report for ratification. Following discussion and upon motion made by Director Shea, and seconded by Director Gorlov, the Board unanimously accepted and ratified the payment of claims report as presented. Ms. Wheeler presented the financial reports through May 31, 2023. Following discussion and upon motion made by Director Shea and seconded by Director Gorlov the Financials for May 31, 2023 were approved.
Legal Items	Mr. Pogue presented a website Agreement with Streamline. Following discussion and upon motion made by Director Shea, and seconded by Director Mark Adams, the Board unanimously approved the website Agreement with Streamline.
Other Matters	There were no other matters for the Board.
Adjournment	There being no further business to come before the Board, the meeting was adjourned at 5:18 p.m.

DocuSigned by:
Alan Pogue
AC1FB5F5DC1D473...
Recording Secretary for the Meeting

ATTACHMENT 6
Map of BID


BID
Exclusion Property
NW 1/4
NE 1/4
SEC 5
T3S R65W
SEC 4
T3S R65W
PA-1
PA-3
PA-2
SW 1/4
PA-5A
SE 1/4
PA-5B
PA-6A (NORTH)
SW 1/4
PA-6A (SOUTH)
PA-6B
PA-8A
PA-8B1
NW 1/4
PA-9A
NE 1/4
PA-9B
PA-8B
PA-7
NW 1/4
NE 1/4
PA-12 REMAINDER
PA-8B2
SEC 8
T3S R65W
SEC 9
T3S R65W
DIRECTOR PARCEL BID
PA-10A
PA-10B
SW 1/4
PA-11
SE 1/4
SW 1/4
SE 1/4
VELOCITY METRO DISTRICT
DIRECTOR PARCELS
N.T.S.
MERRICK
BID MAP
DATE: 09/04/19
SHEET: 1 OF 1

ORDINANCE NO. 2025-____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF THE PORTEOS BUSINESS IMPROVEMENT DISTRICT

WHEREAS, City Council received a petition filed pursuant to Section 31-25-1220, C.R.S. for the exclusion of certain property from the Porteos Business Improvement District ("District"), which property is more particularly described in the Petition for Exclusion attached hereto as Exhibit A (the "Petition"); and

WHEREAS, Public Notice of the Petition has been given and published in the *Aurora Sentinel* in accordance with law, calling for a public hearing on the prayers of said Petition, proof of which is attached hereto as Exhibit B; and

WHEREAS, City Council has held and concluded such Public Hearing in accordance with state law, at which hearing all persons having objections to the exclusion of the properties described in the Petition were heard; and

WHEREAS, the area sought to be excluded from the District is located entirely within the City of Aurora, in Adams County, Colorado, and does not include property within any other county or within any other incorporated city, town, or city and county.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, ADAMS COUNTY, COLORADO THAT:

Section 1. City Council, being fully informed, hereby finds and determines that it has jurisdiction in this matter pursuant to the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S.

Section 2. City Council, being fully informed, hereby finds that notice was properly given and published in accordance with C.R.S. §31-25-1220(2) informing any interested person to appear and show cause, if any, why the petition should not be granted.

Section 3. City Council, being fully informed, hereby finds and determines that the change in boundaries of the Porteos Business Improvement District as proposed in the Petition does not adversely affect such District.

Section 4. Pursuant to Section 31-25-1220, C.R.S., City Council hereby grants the property identified on Exhibit A to be excluded from the boundaries of the Porteos Business Improvement District. A copy of said Petition and legal description of said property is attached hereto as Exhibit A and the legal descriptions of the property described therein (the "Property") are ordered incorporated herein by reference.

Section 5. The City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk and Recorder of Adams County, Colorado, whereupon the Property shall be excluded from the Porteos Business Improvement District.

Section 6. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other person or circumstances.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

EXHIBIT A

PETITION FOR EXCLUSION OF PROPERTY
FROM
PORTEOS BUSINESS IMPROVEMENT DISTRICT

TO: City Council, City of Aurora, Colorado.

The undersigned, Green Industrial Development Group, LLC., respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the exclusion of the hereinafter described property from the Porteos Business Improvement District (the "District").

The undersigned hereby requests that the property described on **Exhibit A**, which is attached hereto and incorporated herein (the "Property") be excluded from said District and that an Ordinance be adopted by the City Council excluding said property from said District, and that from and after the entry of such Ordinance, said property shall not be liable for assessments and other obligations of said District.

The undersigned represents to the City Council that it is the owner of the property and that no other persons, entity or entities own an interest in the Property.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for the consideration of the Petition.

The undersigned agrees that it shall pay in full the fees and costs incurred by the City and the District for the publication of the notice of the hearing on exclusion, publication of the ordinance approving the exclusion (if any), filing and recording fees, and all other costs of exclusion of the property from said District, whether or not such exclusion is approved.

The legal description of said property situate in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

[*Signature page to follow*]

PETITIONER:

GREEN INDUSTRIAL DEVELOPMENT GROUP, LLC
a Delaware limited liability company

By: Dan Green,
Its: CEO

By: _____
Name: Daniel Green
Its: CEO

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 16 day of March, 2023, by Dan Green the CEO of Green Industrial Development Group, LLC, a Delaware Limited Liability Company, Petitioner.

Witness my hand and official seal.

My Commission Expires: 4-20-26

(Notary Seal)

VICTORIA HABER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224015814
MY COMMISSION EXPIRES 04/20/2026

Victoria Haber
Notary Public

EXHIBIT A
Petition for Exclusion

Legal Description

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 5, 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 EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP SET BY PLS 23521 IN A RANGE BOX WHENCE THE CENTER QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP SET BY PLS 13239 IN A RANGE BOX IS ASSUMED TO BEAR NORTH 89°43'05" EAST A DISTANCE OF 2640.54 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°40'06" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 287.13 FEET, TO THE NORTHEAST CORNER OF JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NUMBER 2020000036722 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE BOUNDARY OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1 THE FOLLOWING SIX(6) COURSES:

1. SOUTH 00°02'15" WEST, A DISTANCE OF 469.23 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 29°49'13", AN ARC LENGTH OF 497.04 FEET, THE CHORD OF WHICH BEARS SOUTH 14°52'22" EAST, A DISTANCE OF 491.45 FEET TO A POINT OF TANGENCY;
3. SOUTH 29°46'58" EAST, A DISTANCE OF 15.95 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 955.50 FEET, A CENTRAL ANGLE OF 29°17'21", AN ARC LENGTH OF 488.45 FEET, THE CHORD OF WHICH BEARS SOUTH 15°07'49" EAST, A DISTANCE OF 483.14 FEET TO A POINT OF TANGENCY;
5. SOUTH 00°24'45" EAST, A DISTANCE OF 380.33 FEET, TO THE SOUTHEAST CORNER OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1;
6. 90°00'00" WEST, A DISTANCE OF 40.44 FEET, TO THE WESTERLY RIGHT OF WAY OF POWHATON ROAD, BEING THE **POINT OF BEGINNING.**

THENCE SOUTH 00°28'40" EAST, A DISTANCE OF 209.91 FEET ALONG THE WESTERLY RIGHT OF WAY OF POWHATON ROAD;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1681.86 FEET;

THENCE NORTH 00°01'18" EAST, A DISTANCE OF 209.90 FEET TO THE SOUTH LINE OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 1680.03 FEET ALONG THE SOUTH LINE OF SAID JAG LOGISTICS CENTER AT DIA SUBDIVISION FILING NO. 1, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINING A CALCULATED AREA OF 352,831 SQUARE FEET OR 8.100 ACRES, MORE OR LESS.

Exhibit B
Form of Notice of Public Hearing on Petition

NOTICE OF PUBLIC HEARING ON EXCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the "Petition") has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Porteos Business Improvement District, City of Aurora, Adams County, Colorado (the "District").

NOTICE IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petition on _____, 2025, at 7:30 p.m. or as soon thereafter as the City Council may hear such matter. Due to ongoing public health and state orders, the public is invited to participate electronically; please see the City's website at www.auroragov.org to register and view the meeting.

The name and address of the Petitioner and a description of the property to be excluded from the District is are as follows:

Name of Petitioner:	Green Industrial Development Group, LLC
Address of Petitioner:	26100 E. 86th Avenue, Sute 240 Aurora, Colorado 80019
General Description of Property:	Approximately 8.1 acres of undeveloped land in the southeast quarter of Section 5, Township 3 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, as further described in the Petition.

NOTICE IS FURTHER GIVEN to all interested persons that they shall appear at the public meeting and show cause in writing why such Petitions should not be granted.

PUBLISHED IN: *Aurora Sentinel*
PUBLISHED ON: _____, 2025

FORM

CITY OF AURORA
Council Agenda Commentary

Item Title: Lease - Purchase Certificates of Participation (COP) Financing – Animal Shelter (Ordinance)
Item Initiator: Teresa Sedmak, City Treasurer, Finance
Staff Source/Legal Source: Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 6/9/2025

Regular Meeting: 6/23/2025

2nd Regular Meeting (if applicable): 7/14/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 5/7/2025

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.)*

Last year, City Council authorized a resolution declaring the intent of the City to reimburse itself for prior expenditures related to the new animal shelter with proceeds of a municipal lease-purchase financing to be issued at a later date.

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

The attached ordinance authorizes the use of lease-purchase financing (COPs) for the construction of a new animal shelter. The facility is expected to include space for services typical for this type of facility, including public areas, pet adoption, animal care, animal holding, staff offices, back-of-house support and other support functions. It is also anticipated to include site parking and outdoor animal spaces. The facility will be funded through a combination of capital impact fees, capital projects funds, ARPA funds, and the proceeds of COPs.

The ordinance specifies a maximum par amount of $27 million, a maximum maturity of 30 years and a maximum interest rate of 6.00%.

The COPs are expected to be issued in August of this year.

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.)

$1.7 million per year for 30 years, or a total of $51 million over the term of the bonds, **ASSUMING CURRENT INTERST RATES.**

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

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

QUESTIONS FOR COUNCIL

Does City Council approve of this item moving forward to the next regularly scheduled City Council meeting?

LEGAL COMMENTS

The City of Aurora is authorized to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property, and may have a term, at the discretion of the City, in excess of 30 years. Sec. 31-15-801, C.R.S.; City Code Sec. 2-683. Any use of lease-purchase financing by the City shall be approved by ordinance. City Charter Art. 5-3. (Hernandez)

MEMORANDUM

City of Aurora

Worth Discovering ▪ auroragov.org

Housing and Community Services
15151 E. Alameda Parkway, Suite 4500
Aurora, Colorado 80012 303.739.7581

TO: Jessica Prosser, Director, Housing and Community Services
John Wesolowski, Deputy Director, Housing and Community Services

FROM: Anthony Youngblood, Manager, Animal Services Division

DATE: May 8, 2025

SUBJECT: Arapahoe County IGA and other shelter information

As the City moves forward with the development and construction of a new animal shelter, we were asked to provide information on the current IGA the City has with Arapahoe County Animal Control, what other cities are doing to provide animal shelter, and to reach out to other jurisdictions to determine if there was interest in contributing to the construction costs of a new shelter in exchange for services/shelter space.

Arapahoe County IGA
This agreement was signed in February of 2016. By the terms of the agreement, Arapahoe County estimated they would bring approximately 220 animals a year to the Aurora animal shelter for which they pay $30,000 yearly.

Based on the City's fee list for 2025, the first day of impound is $66. Then $21 daily cost of care until the end of the stray wait period, which by ordinance is 5 days. We do not count the days the shelter is closed, as the owner cannot come claim the animal. From Jan. 1, 2020 - Apr. 25, 2025, Aurora's animal shelter took in 612 animals total from Arapahoe County animal control officers compared to 3000-4000 animals yearly from City residents.

For any stray animals that are from Arapahoe County and not claimed by an owner during the stray wait period, the City puts them through a medical and behavioral evaluation. If the animal is adopted, the City keeps the proceeds. If the stray animal is claimed by the owner during the stray wait period, the City keeps the fees charged in association with the impound as well.

In the same time period of, 1/1/2020 - 4/25/2025, the revenue earned from these adoptions and reclaims has been $31,219.30 or approximately $6000 yearly, **for a total of approximately $36,000 yearly revenue from the IGA.**

Arapahoe County's average number of animals sheltered at the Aurora animal shelter was approximately 120 per year. The average length of stay for dogs in the shelter is 11 days. Of the 612 Arapahoe County animals taken in over the 5 plus years over 85% of them were dogs.

That average of 120 per year x $66 impound fee = $7,920
120 animals x $21 cost of care x 11 days for average length of stay = $27,720
For a total of approximately $35,640 yearly cost from the IGA.

With the construction of a new animal shelter, City staff have begun discussions with Arapahoe County regarding renegotiating our current IGA. However, given the historical data with regards to their usage and the revenue we generate to offset some of those costs, we do not anticipate the County requiring any large increase in shelter space that would necessitate either significant increased revenue contributions to the city or major financial contributions to the construction of a new shelter.

Animal Shelter Services in Other Jurisdictions:

- *Denver Animal Services:* City and County of Denver
- *Foothills:* Jefferson County, Westminster, Lakewood, Littleton, Englewood, Arvada, Golden, Wheatridge, Broomfield and Sheridan
- *Humane Colorado (Buddy Center):* Castle Rock, Lone Tree, Greenwood Village, Douglas County and Parker
- *Humane Society of the Boulder Valley:* City and County of Boulder, Dacono, Erie, Louisville, Layfette and Fredrick
- *Humane Society of the Pikes Peak Region:* Centennial, El Paso County, Colorado Springs and Pueblo
- *Riverdale:* Adams County, Thornton, Brighton, Commerce City, Northglenn, Federal Heights, and Town of Bennett. Also has IGA's with Lochbuie and Hudson

At this time, contacted surrounding jurisdictions are under contract for their animal services needs (e.g. Centennial/Humane Society of the Pikes Peak Region) and did not have any immediate needs to use the Animal Shelter in Aurora. As the construction of new shelter proceeds, staff will continue discussions with surrounding jurisdictions that may potentially seek services in the future.

ORDINANCE NO. 2025-____

A BILL

FOR AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING FOR THE CONSTRUCTION OF AN ANIMAL SHELTER PURSUANT TO THE TERMS OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City is authorized pursuant to Section 31-15-801, C.R.S., as amended, the City's home rule powers, and Section 2-683 of the City Code to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property, and may have a term, at the discretion of the City, in excess of 30 years; and

WHEREAS, 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 for the construction of an animal shelter (the "Project") for use by the City for governmental or proprietary purposes; and

WHEREAS, the City wishes to fund the Project from the proceeds of a lease-purchase financing (the "Financing") to be completed within 12 months of the date hereof; and

WHEREAS, the City is the owner in fee simple of the certain real property upon which the improvements for the Project are to be situated (the "Leased Property"); and

WHEREAS, in order to finance the costs of the Project, the Council desires to demise to Aurora Capital Leasing Corporation ("ACLC"), pursuant to that certain Site Lease to be dated as of its dated date (the "Site Lease") between the City, as lessor, and ACLC, as lessee, a leasehold interest in the Leased Property for a lump-sum payment of not more than $28,000,000 and sublease the Leased Property back with improvements from ACLC pursuant to that certain Lease Purchase Agreement dated as of the date of the Site Lease (the "Lease") between ACLC, as sublessor, and the City, as sublessee; and

WHEREAS, the City Manager has determined that the completion of the Financing as a negotiated public offering would be to the best advantage of the City; and

WHEREAS, as part of the Financing, ACLC shall assign its right, title and interest in the Lease to a trustee bank (the "Trustee") approved by the Authorized Officers of the City pursuant to a Mortgage and Indenture of Trust dated as of the date of the Site Lease (the "Indenture"), and

the Trustee shall deliver, pursuant to the Indenture, Certificates of Participation representing interests in the right to receive base rent payable by the City (the "Certificates"), subject to annual appropriation by the Council; and

WHEREAS, there have been filed for public inspection with the City Clerk in connection herewith the proposed forms of the Site Lease, the Lease and the Indenture (collectively, the "Financing Documents").

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

Section 1. *Ratification of Actions*. All actions heretofore taken, not inconsistent with the provisions of this Ordinance, by the Council or the officers of the City, directed toward the completion of the Project and the preparation of any of the Financing Documents are hereby ratified, approved and confirmed.

Section 2. *The Project*. The City is hereby authorized to obtain lease-purchase financing for all or any portion of the Project through a lease with ACLC, provided that any such Lease shall be executed and delivered within 12 months of the date hereof.

Section 3. *Final Terms*. The principal amount of the Financing shall not exceed $28,000,000, the interest component of rental payments to be made by the City shall accrue at a rate not to exceed six percent (6.00%), and the total term (including any renewal terms) of any Lease hereunder shall not exceed thirty (30) years. Rental payments may be made annually, semi-annually, or at any other convenient interval as determined by the Director of Finance. Prior to the execution of the Financing Documents or any other instrument contemplated by this Ordinance, the final forms thereof and the final terms of the Financing, not inconsistent herewith, shall be approved by a certificate (a "Final Terms Certificate") signed by the Director of Finance or an Authorized Officer of the City. The City Manager shall certify to the Council that such method of sale is to the best advantage of the City in accordance with Section 11-25 of the City Charter.

Section 4. *Findings; Authorizations*. The Council hereby finds and determines, pursuant to the City's home rule powers and the laws of the State of Colorado, that the construction of the Project is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its citizens; and the Council hereby authorizes the funding of such construction 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 purposes of construction of the Project, solely with proceeds of the Financing.

Section 6. *Approval and Execution of Documents; Authorized Officers*. The Financing Documents, and the Official Statement, in substantially the forms filed in the office of the City Clerk prior to the final adoption of this Ordinance are in all respects approved, authorized and confirmed. The Mayor is hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to affix the seal of the City to, and attest, each Financing Document hereunder in substantially the form filed with the City Clerk, with such changes as are

not inconsistent with the intent of this Ordinance and are approved by the City Attorney. The Council hereby designates the Director of Finance or her or his designee to act as "Authorized Officers of the City" under 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 Project. It is hereby declared to be the present intention and expectation of the Council that the Lease will be renewed annually until all of ACLC's interest in the Leased Property is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding on the City.

Section 10. *Reasonable Rentals*. The Council hereby determines and declares that, after execution and delivery of the Lease within the parameters authorized in Section 3 of this Ordinance, the rental payments due thereunder will represent the fair value of the use of the Leased Property and the Purchase Option Price, as defined therein, will represent, as of any date upon which the City may exercise its option to purchase such Leased Property, the fair purchase price of such Leased Property. The Council further hereby determines and declares that, after the execution and delivery of the Lease, the rental payments due thereunder will not exceed a reasonable amount so as to place the City under economic or practical compulsion to renew the Lease or to exercise its option to purchase the Leased Property pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring the Leased Property, the uses and purposes for which the Leased Property will be employed by the City, the benefit to the citizens of the City by reason of the acquisition and use of the Leased Property pursuant to the terms and provisions of the Lease, the City's option to purchase the Leased Property, and the expected eventual vesting of title to, or other indicia of ownership of, the Leased Property in the City. The Council hereby determines and declares that, after execution and delivery of the Lease, the maximum duration of the portion of the Lease allocable to any item of the Leased Property separately identified in the payment schedule appended thereto will not exceed the weighted average useful life of such Leased Property, and any item of Leased Property that is real property shall be amortized separately from any other item of Leased Property that is personal property.

Section 11. *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 12. *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 13. *Publication*. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

Hanosky Hernandez
_____
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

City of Aurora
New Animal Shelter

Management & Finance Policy Committee

May 7, 2025

Project Description

Vision: Plan, design, and build a new Aurora Animal Shelter facility which provides effective animal sheltering and animal control, along with the potential to expand programs offered by the shelter.

Mission: Collaboratively deliver a new Aurora Animal Shelter facility that meets the immediate needs of stakeholders, staff, and community within budget, on time, and best positions Aurora for future growth and maintenance of this City asset.

Current State & Need

- Existing facility is more than 40 years old and is not Pet Animal Care and Facilities Act (PACFA) compliant
- Remodel and renovation options were explored but are also not PACFA compliant
- Facility Needs Assessment conducted September 2024 concluded that the existing shelter is, “too small in almost every functional area”
- The Facility Needs Assessment recommended that a new animal shelter building should be designed and constructed to provide a modern, PACFA compliant animal housing facility

Project Location

Shelter is planned to be built on an existing City owned property near the existing Animal Shelter



Project Description

Anticipated Project Scope:

- Modern, PACFA compliant animal care facility which provides safe, best practice animal housing
- 38,000+ SF new facility
- Includes over 250 animal housing units across dogs, cats, small mammals, birds, reptiles, and medical rooms
- Outdoor dog space at both kennels and meet & greet yards
- New community experience at lobby for adoption and animal intake

Project Funding Sources

Source	Amount	Notes
General Government Capital Impact Fees	$16,000,000	
Capital Project Fund 25/26	$5,000,000	
ARPA – 6.1q Animal Shelter Renovations	$2,900,000	
Estate Gift	$400,000	
COP Debt Issuance	$27,000,000	If approved by City Council
Total	**$51,300,000**	

Project Budget & Market Conditions

Anticipated construction budget is approximately $39M including contingencies and project escalation

Project Budget Relevant Soft Costs

- Design - $3.1M
- Contingencies (outside construction) - $2.4M
- FF&E - $1.7M
- Project Management - $1.4M
- Utilities - $1.0M
- Permit - $975k
- Other Soft Costs (commissioning, inspections, estimating, technology, etc.) - $1.7M

Market Conditions

- Looking back –
  - Market indices show ~4% increase in construction costs in 2024 (RLB 4%; Turner 3.9%)
- Looking forward –
  - Project budget anticipates ~5% escalation over the next year
  - RLB market index currently projects ~3.7% escalation over the next year
  - Recent FMI projections show a possible 5-7% increases in material prices this year
- Primary factors which affect market pricing are demand (material & labor) and interest rates

Project Financing

- A significant investment is needed to address the existing shelter deficiencies and provide for current and future animal care needs

- COP financing will provide approximately $27M toward constructions costs, with an estimated debt service payment of between $1.6M and $1.8M for 30-year term.

- $2.9M in ARPA funds, $5M in Capital Project Funds (CPF) and $16M in general government capital impact fees have been programmed in the city's capital plan. These sources are proposed toward the construction costs and will effectively offset/"buy down" the total cost/debt payments for a new animal shelter.

Construction Budget & Timeline

Timeline:

- Design – thru Q2 2026
- Permitting – Q2 2026
- CM/GC Contractor Procurement – May thru July 2025
- Construction Begins – 2026
  - Planned phased construction beginning with site grading
  - Expected construction duration of 18 to 24 months, pending contractor validation and market conditions



QUESTIONS?

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, PROPOSED AMENDMENTS TO ARTICLES 2-2, 3-10, 3-14, 3-15, 3-16, 3-17, 5-2, 6-5, 7-4, 8-2, 10-1, 10-5, 10-8, 11-2, 11-3, 12-7, 14-9, AND 15-9 OF THE CITY CHARTER CONCERNING NON-SUBSTANTIVE UPDATES TO THE CITY CHARTER TO CREATE GENDER NEUTRALITY

Item Initiator: Jason Batchelor, City Manager/Peter Schulte, City Attorney

Staff Source/Legal Source: Jason Batchelor, City Manager/ Peter Schulte, City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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

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

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

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

☒ The item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 6/9

Regular Meeting: N/A

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

_____	Jason Batchelor _____
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
_____	_____ 06.02.25.
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Amendments to the City Charter Concerning Non-Substantive Updates to the City Charter to Create Gender Neutrality (Ordinance)
Item Initiator: Jason Batchelor, City Manager/Peter Schulte, City Attorney
Staff Source/Legal Source: Jason Barchelor, City Manager/Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 6/9/2025

Regular Meeting: 6/23/2025

2nd Regular Meeting (if applicable): 7/14/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Jason Batchelor, City Manager / Peter Schulte, City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This ordinance would refer a question to the voters asking if the City Charter should be amended to remove gender specific language.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The city council shall have the power to submit any number of charter amendments to a vote of the registered electors without the receipt of a petition. Charter amendments shall be referred to the registered electors by ordinance. *(City Code §54-146)*. (Wood)

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, PROPOSED AMENDMENTS TO ARTICLES 2-2, 3-10, 3-14, 3-15, 3-16, 3-17, 5-2, 6-5, 7-4, 8-2, 10-1, 10-5, 10-8, 11-2, 11-3, 12-7, 14-9, AND 15-9 OF THE CITY CHARTER CONCERNING NON-SUBSTANTIVE UPDATES TO THE CITY CHARTER TO CREATE GENDER NEUTRALITY.

WHEREAS, Article XX, Section (6) of the Colorado Constitution and Article 1-6 of the City Charter empowers home rule municipalities to control and legislate in their Charters upon all matters of municipal concern and to amend those Charters through a vote of the electorate, and

WHEREAS, the existing Charter contains gendered language, including pronouns and titles that presume a specific gender for city officials, employees and citizens; and

WHEREAS, the proposed amendments do not alter the substantive meaning or legal effect of any provision of the Charter, but rather update terminology to promote clarity, equality, and consistency; and

WHEREAS, amending the City Charter requires approval by the registered electors of the City; and

WHEREAS, the City Council desires to submit this proposed amendment to the voters at the next regular municipal election.

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

Section 1. That Article 2-2 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

2-2 Election commission

There is hereby created a nonpartisan election commission consisting of five (5) members. The members of the election commission shall be registered electors of the city appointed by city council to four-year terms which terms shall be staggered as provided by ordinance. Said appointed members, during their term of office, shall not hold any elective federal, state, county or city office, nor be employed by the city, nor shall they be candidates for any elective office in the city. The election commission shall select a ~~chairman~~ **chairperson** from among its appointed, voting members. The member so selected shall serve as ~~chairman~~ **chairperson** for the duration of ~~his~~

that person's term of office as a member. The city clerk or ~~his~~ designee shall be a nonvoting member of the election commission.

Section 2. That Article 3-10 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

3-10 Powers withheld from council.

Neither the council nor any of its committees or members shall direct or request the appointment of any person to, or ~~his~~ removal from, employment by the city manager, or in any manner take part in the appointment or removal of employees in the administrative service of the city, except as otherwise provided in this Charter. The council and its members shall deal with that portion of the administrative service for which the city manager is responsible solely through the manager, and neither the council nor any member thereof shall give orders to any employee of the city either publicly or privately. Any violation of the provisions of this section by a member of the council shall constitute misconduct and shall be punishable in such manner as may be in the discretion of the other members of the council.

Section 3. That Article 3-14 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

3-14 Police department, who constitutes, duties and powers.

(1) The Police Department shall be composed of the Chief of Police who shall be appointed by the City Manager with approval of a majority of City Council and such subordinate officers and police officers as shall be authorized by City Council as necessary to preserve the peace, protect persons and property, and enforce laws and ordinances. All members of the Department, except the Chief, Deputy Chief(s), Division Chiefs, and Commanders as hereafter provided for, shall be determined to be members of the Civil Service and shall be appointed pursuant to Civil Service requirements.

(2) The Civil Service of the Police Department shall consist of the following ranks and grades:
Captain
Lieutenant
Sergeant
Police Agent
Police Officer 1st Grade
Police Officer 2nd Grade
Police Officer 3rd Grade
Police Officer 4th Grade

(3) Additional grades or ranks may be created by at least seven (7) votes of the City Council. When created, they shall become a grade in the Civil Service, subject to Civil Service regulations.

Any grade or rank created by a vote of the council may be thereafter abolished by at least seven (7) votes of the City Council. Positions allocated to such grade or rank may only be filled pursuant to Civil Service examination and certification.

(4) The Chief of Police may be appointed from the ranks of the Police Department and, in such an event, during the time shall retain and have accrued said time as active service in the Police Department and in the Civil Service thereof, for all purposes in connection with retirement, pension and medical benefits, sick and injury leave, vacation leave, terminal pay, ~~benefits to his or her spouse~~ **spousal** and dependent ~~children~~ **child benefits** upon death, and all other benefits of the Civil Service of the Police Department which may now be in force or hereafter be provided, other than salary, on the same basis and with the same effect as if during such time the Chief had remained in active service in the Police Department and in the Civil Service thereof, in the rank which was held in the Civil Service when appointed.

(5) The Chief of Police may, from time to time, with the approval of the City Manager, assign not more than the number corresponding to .5% of the number of authorized sworn officers rounded to the nearest whole number of officers to positions designated as Division Chief, and not more than the number corresponding to 1.5% of the number of authorized sworn officers rounded to the nearest whole number of officers as Commanders. In order to increase the designated number of either Division Chief(s) or Commander(s), a two-thirds affirmative vote of City Council shall be required. At the request of the Chief of Police and approval of the City Manager, there may be one (1) Deputy Chief of Police position added when the Aurora Police Department authorized sworn strength reaches at least 800 authorized sworn members and an additional Deputy Chief of Police position may be added when the Aurora Police Department sworn strength reaches at least 1500 authorized sworn members. Unless otherwise stated or allowed by another provision of this Charter, Deputy Chief(s) shall be selected from the position of Division Chief. The positions of Division Chief and Commander shall be selected from the ranks of either Captain or Lieutenant. Persons holding these positions shall perform those duties designated by the Chief. All shall serve at the pleasure of the Chief of Police. A Deputy Chief's salary must be at least one pay step higher than the salary paid to a Division Chief. A Division Chief's salary must be at least one pay step higher than the salary paid to a Commander. A Commander's salary must be at least one pay step higher than the salary paid to a Captain. During such period of time as a Commander, Captain or Lieutenant shall serve in such capacity, they shall retain and have accrued said time as active service in the Police Department and in the Civil Service thereof, for all purposes in connection with retirement, pension and medical benefits, sick and injury leave, vacation leave, terminal pay, ~~benefits to his or her spouse~~ **spousal** and dependent ~~children~~ **child benefits** upon death, and all other benefits of the Civil Service of the Police Department in existence at that time, or hereafter provided, other than salary, on the same basis and with the same effect as if during such time the Chief or Commander had remained in active service in the Police Department and in the Civil Service thereof, and the rank which was held in the Civil Service when appointed.

(6) It shall be the duty of the Police Force to suppress all riots, disturbances and breaches of the peace and apprehend any and all persons in the act of committing any offense against the laws of

the State or of the ordinances, and to forthwith bring such persons before the proper court or other competent authority pursuant to law; and, at all times, to diligently and faithfully enforce all such laws, ordinances and regulations for the preservation of good order and the public welfare as the Council may enact.

(7) Notwithstanding any provision to the contrary in the City Charter or ordinances, the Chief of Police shall, at ~~his or her~~ **that person's** discretion, with approval of the City Manager, be empowered to select a Deputy Chief(s) and/or one or more Division Chiefs who have had no previous employment with the City of Aurora Police Department. Such individuals must meet, at a minimum, the educational and command experience requirements for the rank of Captain in the Aurora Police Department, and shall be Colorado P.O.S.T. certified. These individuals shall not be considered members of the civil service of the City of Aurora. At no time shall Division Chiefs selected from outside the Department comprise more than one-half of the total number of Division Chiefs. This provision is intended to permit the Chief of Police to advertise, and recruit, utilizing a competitive selection process, a Deputy Chief(s) and/or Division Chief(s) who, in the Chief's opinion, would provide qualifications and background that would be beneficial to the Aurora Police Department.

Section 4. That Article 3-15 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

3-15 Fire department, who constitutes, duties and powers

(1) The Fire Department shall be composed of the Chief of the Fire Department, who shall be appointed by the City Manager, with approval of a majority of City Council, and such subordinate officers and firefighters as shall be authorized by City Council as they are deemed necessary to protect the City against fire and other emergency incidents. All members of the Department, except the Chief, the Assistant Chief, the Deputy Chiefs, Commanders, and the Battalion Chiefs, shall be determined to be members of the Civil Service and shall be appointed pursuant to Civil Service requirements.

The Chief of the Fire Department may, with the approval of the City Manager, appoint an Assistant Chief and Deputy Chiefs from the rank of Battalion Chief or Commander within the Aurora Fire Department. All persons appointed to the position of Assistant Chief or Deputy Chief shall serve at the pleasure of the Fire Chief. Persons holding these positions shall perform those duties designated by the Fire Chief. An Assistant Chief's salary must be at least one pay step higher than the salary paid to the highest paid Deputy Chief. A Deputy Chief's salary must be at least one pay step higher than the salary paid to the highest paid Commander and a Commander must be at least one pay step higher than the salary paid to the highest paid Battalion Chief. During such period of time as an Assistant Chief, Deputy Chief or a Commander is performing in such capacity, ~~he or she~~ **that person** shall retain and have accrued ~~to him or her~~ said time as active service in the Aurora Fire Department and in the Civil Service thereof, for all purposes in connection with retirement, pension and medical benefits, sick and injury leave, vacation leave, terminal pay, ~~benefits to his~~

~~or her spouse~~ **spousal** and dependent ~~children~~ **child benefits** upon death, and all other benefits of the Civil Service of the Aurora Fire Department in existence at that time, or hereafter provided, other than salary, on the same basis and with the same effect as if during such time the Assistant Chief, Deputy Chiefs, or Commanders had remained in active service in the Aurora Fire Department and in the Civil Service thereof, and the rank which was held in the Civil Service when appointed.

The Chief of the Fire Department may, with the approval of the City Manager, appoint Commanders from the rank of Battalion Chief and Battalion Chiefs from the rank of Captain or Lieutenant within the Aurora Fire Department, utilizing a competitive selection process. All persons appointed to the position of Commander or Battalion Chief shall serve at the pleasure of the Fire Chief. Persons holding these positions shall perform those duties designated by the Fire Chief. A Battalion Chief's salary must be at least one pay step higher than the salary paid to the highest paid Captain. During such period of time as a Battalion Chief is performing in such capacity, ~~he or she~~ **that person** shall retain and have accrued ~~to him or her~~ said time as active service in the Fire Department and in the Civil Service thereof, for all purposes in connection with retirement, pension and medical benefits, sick and injury leave, vacation leave, terminal pay, ~~benefits to his or her spouse~~ **spousal** and dependent ~~children~~ **child benefits** upon death, and all other benefits of the Civil Service of the Fire Department in existence at that time, or hereafter provided, other than salary, on the same basis and with the same effect as if during such time the Battalion Chief had remained in active service in the Aurora Fire Department and in the Civil Service thereof, and the rank which was held in the Civil Service when appointed.

(2) The Civil Service of the Fire Department shall consist of the following ranks and grades:
Captain
Lieutenant
Engineer
Firefighter 1st Grade
Firefighter 2nd Grade
Firefighter 3rd Grade
Firefighter 4th Grade

Additional grades or ranks may be created by at least seven (7) votes of the City Council, and any such grade or rank, if so created, shall thereafter become a grade or rank in the Civil Service and subject to Civil Service regulations. Any grade or rank created by a vote of the Council may be thereafter abolished by at least seven (7) votes of the City Council. Positions allocated to such grade or rank may only be filled pursuant to Civil Service examination and certification.

(3) The Chief of the Fire Department may be appointed from the ranks of the Fire Department and, in such an event, during the time shall retain and have accrued said time as active service in the Fire Department and in the Civil Service thereof, for all purposes in connection with retirement, pension and medical benefits, sick and injury leave, vacation leave, terminal pay, ~~benefits to his or her spouse~~ **spousal** and dependent ~~children~~ **child benefits** upon death, and all other benefits of

the Civil Service of the Fire Department presently in existence or hereafter provided, other than salary, on the same basis and with the same effect as if during such time the chief had remained in active service in the Fire Department and in the Civil Service thereof, in the rank which was held in the Civil Service when appointed.

(4) Notwithstanding any provision to the contrary in the City Charter or ordinances, the Fire Chief shall, ~~at his or her discretion,~~ with approval of the City Manager, be empowered to select an Assistant Chief or one (1) or more Deputy Chiefs who have had no previous employment with the City of Aurora Fire Department. Such individuals must meet, at a minimum, the educational and command experience requirements for the rank of Battalion Chief in the Aurora Fire Department. These individuals shall not be considered members of the Civil Service of the City of Aurora. At no time shall Deputy Chiefs selected from outside the department comprise more than one-half of the total number of Deputy Chiefs. This provision is intended to permit the Fire Chief to advertise, and recruit, utilizing a competitive selection process, an Assistant Chief or Deputy Chief(s) who, in the Chief's opinion, would provide qualifications and background that would be beneficial to the Aurora Fire Department.

Section 5. That Article 3-16 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

3-16 Police and fire department, service requirements, disciplinary procedures, salaries.

(1) The service requirements, disciplinary procedures, and methods of establishing salary scales for members of the Civil Service shall be the same for both Departments and as outlined hereafter.

(2) *Probationary appointment, grades of firefighters and police officers.* Every original appointment in the Civil Service shall have a period of probation of one year from the end of the Department's academy training. If a probationary employee takes a cumulative amount of leave, for any purpose, of more than 4 weeks, the probation period will be extended beyond one year by the equivalent amount of time. If a probationary employee is on restricted duty for more than a cumulative 4 weeks, and the duty restrictions were such that a full performance of the conduct and capacity of the employee could not be fully evaluated, as determined by the Chief, the probation period will be extended beyond one year by the equivalent amount of time. At the end of the period of probation following an original appointment, if the conduct and capacity of the person appointed has been satisfactory, the member shall be permanently appointed; otherwise, the member shall be involuntarily separated. Service during the period of probation following an original appointment shall be deemed active service in the civil service of the Departments and shall be included and credited in determining eligibility for advancement, promotion, retirement, pension, increased salary or compensation based on length of service, and other benefits of the Civil Service. A member of the Police or Fire Department is, during the period of probation following original appointment, a member of such Department in Civil Service for all purposes, except for tenure of the employment or position to which the member has been so appointed. During the period of probationary appointment the person appointed shall be classified as a police officer 4th grade or

firefighter 4th grade. Members of the Departments, while serving during the probationary period, may be separated from the Service in the following manner:

During the probationary period after the date of appointment, the member shall be separated at any time by written notification (indicating the date of separation and stating the reason for separation) by the Chief of the Department with the approval of the City Manager or a designee within the City Manager's office. The chief's action shall be final.

(3) *Advancement standards for Police Officers and Firefighters 1st Grade, 2nd Grade and 3rd Grade.* A Police Officer 3rd Grade, or a Firefighter 3rd Grade, shall be one who has served for more than one (1) year but less than two (2) years in the service of the Department; a Police Officer 2nd Grade, or a Firefighter 2nd Grade, shall be one who has served for more than two (2) years, but less than three (3) years in the service of the Department; and a Police Officer 1st Grade, or a Firefighter 1st Grade, shall be one who has served more than three (3) years in the service of the Department.

(4) *Work force reduction.* When the force in either Department is reduced, the person last certified to such Department for employment shall be the first laid off; and when the force in such Department is increased, persons laid off shall be reinstated in the order of their original certification in accordance with the rules of the Civil Service Commission consistent with this provision; and, for the purposes of determining tenure and longevity, all time served, whether or not interrupted, shall be computed.

(5) *Service in Armed Forces.* Involuntary service in the Armed Forces of the United States shall be deemed and considered active service in the Civil Service of the Police or Fire Department, if performed by a member of either such Department and while a member thereof; provided that, after discharge from the Armed Forces, the member has sought reentrance into the Civil Service in said Department within such time and under such conditions as provided for by the rules of the Civil Service Commission. If the probationary period following an original appointment is interrupted by service in the Armed Forces and the appointee is thereafter readmitted to active service, the appointee shall complete the remaining portion of such period of probation before being permanently appointed.

(6) *Promotion.* All ranks in the Civil Service of the Police and Fire Departments above the grades of Police Offer 1st Grade and Firefighter 1st Grade shall be filled by promotion from within the respective Departments, under such service requirements and examination procedures as shall hereafter be outlined by the Civil Service Commission; provided that all such rules and regulations outlining qualifications and service requirements for both applicants for original appointment and for promotion be promulgated without any reference to political or religious opinions or affiliations, or race, creed, color, or gender. All promotions shall be made by appointing the first person on the eligibility list for the position as certified by the Civil Service Commission. The person so appointed shall complete a probationary period after appointment of twelve months' duration, at the end of which period ~~he or she~~ **that person** shall either be permanently appointed

to said grade or rank or demoted to ~~his or her~~ **the person's** former position, in accordance with the following procedure:

Between ten (10) and fifteen (15) days prior to the end of the probationary period, the Chief shall have the right to serve an order of demotion upon the officer, in the event an officer, having been duly certified and promoted, fails to satisfactorily perform the duties of the **promotional** position ~~to which he was promoted~~, in the opinion of the Chief of ~~his~~ **the** Department. A copy shall be filed with the Civil Service Commission. The order of demotion shall state with specificity the reasons said officer did not satisfactorily perform ~~his~~ **the required** duties and shall be approved by the City Manager or a designee within the City Manager's office. The order of demotion shall be served upon the member no later than ten (10) days prior to the end of the probationary period. If the member cannot be personally served with the order of demotion, a copy of the order shall be transmitted by certified mail to the member's official address as shown in the department records. If it is necessary to mail the order of demotion, the date of service shall be the date upon which the order is deposited in the United States mail. If no order of demotion is served within the specified time period, the promotion shall become permanent at the conclusion of the probationary period. Within ten (10) days after receipt of an order of demotion, the Civil Service Commission shall approve or disapprove said action, and the decision of the Commission in this matter shall be final, subject only to judicial review.

Commission may extend such list, one time only, for a period not to exceed ninety (90) days.

(7) *Organization charts, creation of and filling vacant positions.* The Chiefs of the respective Departments, with approval of the City Manager, shall, in conjunction with the proposed annual budget, supply City Council with an organization chart setting forth the number of positions in the Civil Service which will be necessary to perform the duties assigned to their Departments. The City Council shall, in accordance with authority vested in them, determine thereafter the number of positions to be allocated, based upon the budget available to said department. A vacant position, other than entry level, having been created or one which shall have become vacant by the promotion, death, retirement, resignation, or discharge of the holder thereof, shall be filled within sixty (60) days or said position shall be declared abolished for the remainder of the budget year. However, in the event the Civil Service Commission does not have a current certified list for a vacant or newly created position, the sixty (60) day period within which said position must be filled or abolished shall not begin until such list shall become available.

Nothing in this provision shall prevent City Council from creating new positions at any time, as the needs of the respective Departments may require; however, any new positions so created shall be filled in accordance with Civil Service Commission requirements and with the terms of this section.

A certified list for original appointment shall be prepared by using applicants taken from a pool of eligible candidates for which testing shall take place whenever the commission, in consultation with city management, determines that it is appropriate to conduct the testing in order to meet

staffing requirements. The certified list for original appointment to positions in the civil service shall expire upon the effective date of a newly established list of eligible candidates. A certified list for promotional appointments shall contain the names of applicants who passed required testing, which testing shall take place no less than once per year; such list shall expire after one year, except that in the event a vacancy should exist in one of the Departments and the certified list for that position is scheduled to expire and a new list is not available, the Civil Service Commission may extend such list, one time only, for a period not to exceed ninety (90) days.

(8) *Disciplinary and appeal procedure.*

(a) The rules governing the conduct of the members of the civil service in the Police and Fire Departments shall be set forth as written rules and regulations by the Chiefs of each of the respective departments, with the approval of the City Manager or a designee; provided that such rules and regulations shall not contain any political, religious, race, creed, or gender qualifications or disqualifications. Any member of the civil service shall be subject to discipline for a violation of such rules and regulations.

(b) Prior to the imposition of any discipline other than a reprimand, the member shall be provided with a predisciplinary hearing before the Chief or a designee. At this hearing, the member shall be given: (i) a copy of the specification of the charges; (ii) a copy of the written report of the evidence supporting the charges; (iii) a copy of the summary of the disciplinary record of the member, if any; and (iv) an opportunity to make a statement in response to the charges and written report. The statement, if made, shall be transcribed. The member shall have the right to submit a written statement to the Chief within three (3) days after the predisciplinary hearing. At the expiration of the three (3) day period, the Chief may proceed in accordance with the provisions of this section. If an appeal is filed by the member, all of the above-referenced documents shall be transmitted by the Chief to the Civil Service Commission. No other documentary materials shall be initially provided to the Civil Service Commission.

(c) Discipline shall be by written command signed by the Chief of the Department. If discipline involves a monetary impact on the member greater than one-third (1/3) of the member's monthly salary, the disciplinary order must be approved by the City Manager or a designated Deputy City Manager. A disciplinary order submitted for City Manager approval shall be accompanied by all the materials described in (b). The City Manager or a designated Deputy City Manager shall, by endorsement or other written document, within five (5) business days approve, modify or disapprove the disciplinary order.

(d) A copy of the written command with the endorsement by the City Manager or a designated Deputy City Manager shall be served on the member. If personal service of the order cannot be made within five (5) days because of the inability to locate the member within the City of Aurora, the copy of the order shall be mailed by certified mail, return receipt requested, to the last known address of the member as shown by the records of the

department. If service is by certified mail, it shall be complete upon return of the mailing receipt regardless of whether the order has been accepted.

(e) A member shall have ten (10) business days from the service of the order to file an appeal of the disciplinary order with the Civil Service Commission. The appeal shall be in writing and contain the name and address of the appealing member, a copy of the written command being appealed and a brief summary of the reasons for the appeal. A member may express a desire to have the hearing closed to the public. Upon receipt of an appeal, the Commission shall promptly provide a copy of it to the office of the City Attorney.

(f) The Commission shall conduct a hearing on the appeal not less than fifteen (15) nor more than thirty (30) days after receipt of the appeal. After a hearing date has been set, it may be continued only upon agreement of all the parties or upon good cause shown to the Commission. The notice of the hearing shall indicate whether the hearing will be public.

(g) At the hearing before the Commission, each side may offer evidence and cross examine witnesses. The member may be represented by a representative of their choosing and the City Manager-Department shall be represented by the City Attorney or a designee. The hearing shall be recorded by a reporter or an electronic recording device. The Commission may adopt rules for the conduct of the hearing. The City Manager and Chief of the Department, through the office of the City Attorney as counsel, shall offer evidence and justification of the departmental action. The rules of evidence shall conform, to the extent practicable, with those in civil nonjury cases in the District Courts. However, when necessary to do so in order to ascertain facts affecting the substantial rights of the parties to the proceeding, the Commission may receive and consider evidence not admissible under such rules if such evidence possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.

(h) Commission hearings may be conducted by less than all of its members, but in no event by less than a majority of the members. After the hearing, the Commission shall issue a written decision affirming, reversing or modifying the disciplinary order, provided that the commission may not increase the level of discipline imposed by the order. In reviewing the disciplinary order, the Commission shall give due consideration to the necessity for maintaining administrative control of the Department by the Chief. The decision by the Commission must be concurred in by a majority of the members of the Commission hearing the appeal.

(i) Appeals of Civil Service decisions reviewing disciplinary orders shall be made pursuant to the Colorado Rules of Civil Procedure applicable to judicial review of quasijudicial activities. Any appeal must be filed within thirty (30) days of the decision of the Commission. Judicial review of the decision shall not be further than to determine if the Commission has exceeded its jurisdiction or abused its discretion under the provisions of this Charter.

(j) Written and oral reprimands are not subject to the hearing and appeal procedure set out in this section. The Chiefs of the respective Departments shall have the power and authority to suspend with pay any member of the Civil Service pending an investigation and the initiation of disciplinary action, provided that the written specification of charges as heretofore set out is served upon the member, or such suspension must be terminated within thirty (30) days. If the investigation is still continuing at the expiration of the initial thirty (30) day period, the City Manager or ~~his~~ designee is authorized to extend the period of suspension with pay for up to an additional thirty (30) day period upon a finding that it is in the best interests of the affected Department to continue the suspension. Where a predisciplinary hearing is convened in accordance with the provisions heretofore set forth and before the expiration of the suspension, the disciplinary action emanating from such hearing shall supersede the suspension. Indictment of a member of the Civil Service, or the filing of an information or felony complaint against ~~him~~ **the member** by a prosecuting agency, charging any felony shall be cause for an immediate and indefinite suspension without pay upon order of the Chief, provided that such suspension shall be terminated by restoration to the service or by discharge as soon as the decision of the court becomes final. If **the pre-suspension position of** the member of the Civil Service is restored ~~to his position~~, ~~he~~ **the member** shall receive full pay for the entire period of such suspension and ~~his~~ eligibility for other benefits of the Service shall not be deemed to have been interrupted by such suspension. The conviction of a member of the Civil Service for a felony shall result in discharge from the Civil Service. A member of the Civil Service may be subject to discipline for the failure to answer questions concerning their own or any other member's conduct and activities as part of an internal departmental investigation only under the following circumstances:

(a) The subject matter of the statement or questions must be reasonably related to a member's work performance and/or fitness to hold ~~his or her~~ **that person's** position and related to the specific charge or complaint being investigated;

(b) The member shall be afforded the appropriate legal assurances that said statement(s) will be used solely for the internal investigation pertaining to continuing employment;

(c) The statement or answers to questions shall not be used in any criminal proceeding against the member making the statement or answering the questions;

(d) The statement shall be confidential and neither the statement, any information contained therein nor the answers to questions shall be disclosed to anyone except:

(1) The statement or information may be disclosed to persons within the member's department on a need-to-know basis as determined by the Chief of the Department;

(2) The statement of or information learned from a member not being investigated for misconduct may be disclosed to representatives of the District Attorney or City Attorney on a need-to-know basis as determined by the Chief of the Department; and

(3) The statement or answers may be offered as evidence to the Civil Service Commission in an appeal brought by a member challenging any discipline imposed; and

(e) The member is advised in writing of the conditions contained in this section prior to giving the statement or answering any questions.

Section 6. That Article 3-17 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

3-17 Civil service commission, members, how appointed, duties, powers.

(1) There is hereby created a Civil Service Commission composed of not less than three (3) members nor more than five (5) members, as determined by the City Council by ordinance, who shall serve three (3) year overlapping terms, and who will be charged with the responsibility of administering the separate Civil Service System hereby created and covering the members of the Civil Service. The Commissioners shall be residents of and registered electors in the City of Aurora prior to their appointment. Should a Commissioner cease to be a resident or elector of the City of Aurora, the Commissioner shall cease to hold office and a successor shall be appointed as hereafter provided.

(2) All appointments shall be for a three (3) year period. No person may serve more than three (3) consecutive terms. Commissioners shall be selected and appointed by a majority vote of the City Council. 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 (8) members of City Council.

No member of the Civil Service Commission may hold any other position in the City of Aurora for which ~~he~~ **the member** receives either per diem or salary compensation and this provision may not be circumvented by a waiver of any such compensation, nor may ~~he~~ **the member** be an appointive member of any other board or Commission serving the City of Aurora. Each member of the Civil Service Commission shall receive such compensation as shall be established by resolution of the City Council.

(3) *Duties, powers.* The Civil Service Commission shall be responsible for examination and certification of all applicants to positions in the Civil Service. They shall determine qualifications for, and examine for promotion within the Civil Service. Promotions in the Civil Service shall be from within the respective Departments and those eligible for taking a promotional examination

must be members of the Civil Service of the rank or grade immediately below the rank or grade for which they are being examined, except that (1) Police Officers 1st Grade, with the proper length of service in grade, shall be eligible to take the examination for Sergeant; (2) Firefighters 1st Grade, with the proper length of service in grade, shall be eligible to take the examination for Technician, Engineer or Lieutenant; (3) members of the Departments, with the proper length of service, shall be eligible to take the examination for a rank of equal status but different title. No member may take an examination for a position ~~he~~ **the member** officially holds. If it is determined by the Civil Service Commission that there are no qualified members within the Civil Service to take such promotional examinations the Civil Service Commission may undertake either open recruitment or designate additional ranks or grades which may be eligible for that particular examination only. All examinations for promotion shall be competitive among such members of each Department as are qualified and desire to submit themselves to examination. The Commission shall submit to the appointing authority the list with the names of all members who have satisfactorily passed the entire examination, in the order in which their grades placed them, and the appointing authority, after having received a list duly certified, shall make promotions therefrom in the order in which they appear subject to other provisions of this Charter. The method of examining, the rules governing the same, and the method of certifying may be the same, as near as possible, as provided for applicants for original appointments.

The Council shall furnish the Commission with suitable offices, office furniture, examination rooms, books, stationery, and all other necessary supplies and provide for the payment of the same as may be necessary in carrying out the provisions of this Article. The Commission shall be provided with sufficient funds to hire a Commission Administrator who will also be the Chief Examiner for the Commission and shall serve at the Commission's pleasure and perform such duties as the Commission shall, from time to time assign. Such other employees as shall be approved by Council, and shall be needed by the Commission from time to time, may be provided, and any such employees shall serve at the pleasure of the Commission. The Commission shall have the power to make and enforce rules for the purposes of carrying out the provisions of this Charter, which rules shall be printed for distribution. Copies shall be made available to the Chiefs of the Police and Fire Departments and the presidents of any employee organizations recognized pursuant to Article XIV and XV of the Charter. A copy shall be provided to a member upon request. The Commission shall have the power to investigate all breaches of this Article and to conduct hearings in disciplinary matters as herein provided and while conducting such an investigation or hearing the Commission shall have the authority to compel the attendance of witnesses and the production of books and papers. The Commission, with approval of the City Manager, may make use of existing City facilities and, as circumstances dictate, temporarily use other City employees to aid and assist the Commission in performing its duties.

Section 7. That Article 5-2 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

5-2 Voting.

The ayes and nays shall be taken upon the passage of all ordinances, resolutions and motions, and entered upon the journal of the council proceedings. Every ordinance shall require the affirmative vote of the majority of the membership of the entire council for final passage. Resolutions and motions shall require the affirmative vote of a majority of the members present. Every member, when present, must vote upon ordinances, resolutions and motions, except ~~he~~ **one** shall be excused from voting on matters involving the consideration of ~~his~~ **the member's** own official conduct or when ~~his~~ **the member's** personal or financial interest is involved.

Section 8. That Article 6-5 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

6-5 Procedure.

Within ten days from the filing of any initiative or referendum petition, the city clerk shall ascertain whether the petition is signed by the requisite number of registered electors, and if sufficient shall attach thereto ~~his~~ **that person's** certificate of sufficiency showing the result of such examination. If the petition be insufficient, ~~he~~ **that person** shall forthwith in writing notify one or more of the persons designated on the petition as filing the same. The petition may then be amended within ten days from the filing of the certificate. The city clerk, within five days after such amendment, shall make like examination of the amended petition and attach thereto ~~his~~ **that person's** certificate of the result. If still insufficient, ~~he~~ **the city clerk** shall return the petition to one of the persons designated therein as filing it, without prejudice to the filing of a new petition for the same purpose, but such petition shall not be refiled within one year after return by the clerk.

Section 9. That Article 7-4 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

7-4 Powers and duties

The city manager shall be responsible to the council for the proper administration of all affairs of the city placed in ~~his~~ **the city manager's** charge, and to that end ~~he~~ **the city manager** shall have the power and duty to:

(a) Enforce the laws and ordinances of the city;

(b) Appoint, suspend, transfer and remove all employees of the city, except as otherwise provided herein, subject to the personnel regulations of the city adopted by council;

(c) Make appointments on the basis of executive and administrative ability and of the training and experience of such appointees in the work which they are to perform;

(d) Prepare a proposed budget annually and submit it to the council, and be responsible for the administration of the budget after its adoption;

(e) Prepare and submit to the council as of the end of the fiscal year a complete report on finances and administrative activities of the city for the preceding year, and upon request of the council make written or verbal reports at any time concerning the affairs of the city under ~~his~~ **the city manager's** supervision;

(f) Keep the council advised of the financial condition and future needs of the city and make such recommendations to the council for adoption as ~~he~~ **the city manager** may deem necessary or expedient;

(g) Exercise supervision and control over all administrative departments and recommend to council any proposal relevant to the establishment, consolidation or abolishment of such departments;

(h) Enforce all terms and conditions imposed in favor of the city or its inhabitants in any contract or public utility franchise, and upon knowledge of any violation thereof, report the same to the council for such action and proceedings as may be necessary to enforce the same;

(i) Attend council meetings and participate in discussions with the council in an advisory capacity;

(j) Inform the public concerning plans and activities of the council and of the city administration;

(k) Establish a system of accounting and auditing for the city; show that legal provisions have been complied with and reflect the financial condition, and financial operation of the city; establish cost accounting systems whenever practicable;

(l) Be responsible for engineering, architectural, maintenance, construction and work equipment services required by the city; and

(m) Perform such other duties as may be prescribed by this Charter or by ordinance, required by council and not inconsistent with this Charter.

Section 10. That Article 8-2 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

8-2 Operation of departments.

All departments of the city, except as otherwise provided in this Charter, shall be under the supervision and control of the city manager, and ~~he~~ **the city manager** shall have the right to divide such departments into separate divisions and to assign the various functions and duties to the different departments and divisions.

Section 11. That Article 10-1 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

10-1 Appointment.

The city council shall appoint a city attorney who shall be the legal representative of the city and shall advise the council and city officials in matters relating to their official powers and duties. The city attorney shall be an attorney at law admitted to practice in Colorado, and have a minimum of five (5) years' experience in the active practice of law. The council may provide the city attorney with such assistants as council may deem necessary. Council shall establish compensation for the city attorney, ~~his assistants~~ **assistant city attorneys**, and special counsel.

Section 12. That Article 10-5 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

10-5 Contracts and conveyances.

The mayor shall sign when required by ordinance those contracts and agreements to which the city is a party and ~~he~~ **the mayor** shall also sign all documents effecting a conveyance by the city of an interest in land. The city clerk shall attest the mayor's signature under the seal of the city.

Section 13. That Article 10-8 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

10-8 Bonding.

Before any officer or employee of the city who handles city funds or inventories of materials and supplies shall be permitted to enter upon the duties of ~~his~~ **that person's** office or employment, ~~he~~ **that officer or employee** shall obtain and file with risk management a fidelity bond from a bonding company authorized to do business in the State of Colorado, in an amount to be fixed by council. The cost of such bonds shall be borne by the City.

Section 14. That Article 11-2 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

11-2 Proposed annual budget.

Not later than September first of each year the city manager shall submit to the council a proposed annual budget which shall present a complete financial plan for the city for the ensuing fiscal year. The proposed budget shall be arranged to show comparative figures for revenues and expenditures for the preceding year and for the current year, and the city manager's recommendations for the

ensuing year. It shall also include a plan for proposed capital improvements. As a part of the proposed budget the city manager shall also present ~~his~~ **a** budget message.

Section 15. That Article 11-3 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

11-3 The budget.

The budget shall contain the recommendations of the city manager concerning the fiscal policy of the city; a description of the important features of the budget plan; an explanation of all major increases or decreases in budget recommendations as compared with prior years, and a summary of the proposed budget showing comparisons similar to those required in the budget proper, itemized by principal sources of revenue and the main items of expenditure; an estimate of the cash supplies in each fund at the end of the current fiscal year, or of the deficit in each fund to be made up by appropriation; and the balance between the total estimated expenditure and total anticipated revenue from all sources, taking into account the estimated surpluses or deficits in the various funds.

As a part of the budget, the city manager shall present a program of proposed capital improvement projects for the ensuing fiscal year and for the four fiscal years thereafter. ~~He~~ **The city manager** shall recommend to council those projects to be undertaken during the ensuing fiscal year and the method of financing the same.

Section 16. That Article 12-7 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

12-7 Term, compensation, restriction.

No franchise shall be granted for a period longer than twenty years, or without reserving to the city such fair fee arising from the use thereof as shall be fixed in the grant of such franchise. This compensation shall not exempt the grantee or ~~his~~ assignees from any lawful assessment upon ~~his~~ **the** property or from other tax not related to the franchise privilege, or pertaining to the physical operation thereof, but shall exempt the grantee or ~~his~~ assignees from any occupancy tax, license tax, permit charge, inspection fee, or similar tax on the privilege of doing business or in connection with the physical operation thereof, as shall be fixed in the grant of any franchise. The franchisee fee established by ordinance shall be paid as provided and be subject to mutual periodic renegotiation, and failure to pay such fee shall result in forfeiture of franchise at the option of the council.

Section 17. That Article 14-9 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

14-9 Impasse resolution.

In the event that the certified employee organization and the City's duly designated representative are unable within thirty (30) days from and including the date of their first meeting, to reach agreement on a contract, any and all unresolved issues subject to collective bargaining shall be submitted to advisory fact-finding.

Within three (3) days from and after the expiration of the time period referred to above, the employee organization or the City's representative shall inform the American Arbitration Association, or its successor organization, that advisory fact finding is desired. Within ten (10) days thereafter, the appropriate arbitration association shall submit simultaneously to each party an identical list of seven (7) names of those to act in the capacity of an advisory fact finder. The parties shall, within seven (7) days, alternately strike one (1) name from the list until one (1) individual is selected. Upon completion of the selection process, the advisory fact finder shall have twenty-five (25) days in which to start hearings between the parties. A subsequent period of seven (7) days shall be allowed for the conduct of such hearing and the parties shall have (5) days to submit briefs after the conclusion of the hearing. The advisory fact finder shall be given a period of up to fifteen (15) days in which to render recommendation(s).

The advisory fact finder shall consider, weigh and be guided by the following criteria:

(1) The lawful authority of the City;

(2) Stipulations of the parties;

(3) The interest and welfare of the public and the financial ability of the City to bear the costs involved;

(4) Comparison of the wages, hours, benefits and other terms or conditions of employment of the employees involved with the other employees performing similar services in public employment in comparable communities;

(5) The cost of living; and

(6) The overall compensation presently received by the employees including direct wage compensation; vacation, holidays and other excused time; insurance and pensions; medical and hospitalization benefits; the continuity and stability of employment; and all other benefits received. The advisory fact finder shall make written findings, conclusions, and recommendations. The fact finder may use any criteria or factors generally accepted in arriving at ~~his~~ **those** findings, conclusions and recommendations.

The advisory fact finder shall consider the final offer of the City and the final offer of the employee organization. The fact finder may recommend the final offer of the City or the final offer of the employee organization or any combination thereof, or any intermediate position which ~~he~~ **the**

advisory fact finder deems appropriate. The advisory fact finder shall state ~~his~~ **the** reasons for ~~his~~ **the** recommendations.

The recommendations of the fact finder shall be advisory only. Within twelve (12) days of the receipt of the recommendations of the fact finder, the City and employee organization shall meet and simultaneously, and in writing, notify each other of their respective determination to accept or reject the recommendations of the fact finder. Only the unresolved issues remaining after this meeting shall be submitted to the special election set forth in Section 14-10. Nothing in this Charter shall prohibit the parties from reaching a settlement on any or all issues prior to the last date that the City Council can revoke or cancel any scheduled special election.

All fees and expenses related to advisory fact finding will be shared equally by the City and the employee organization.

Section 18. That Article 15-9 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

15-9 Impasse resolution.

In the event that the certified employee organization and the City's duly designated representative are unable within thirty (30) days from and including the date of their first meeting, to reach agreement on a contract, any and all unresolved issues subject to collective bargaining shall be submitted to advisory fact finding.

Within three (3) days from and after the expiration of the time period referred to above, the employee organization or the city's representative shall inform the American Arbitration Association, or its successor organization, that advisory fact finding is desired. Within ten (10) days thereafter, the appropriate arbitration association shall submit simultaneously to each party an identical list of seven (7) names of those to act in the capacity of an advisory fact finder. The parties shall, within seven (7) days, alternately strike one (1) name from the list until one (1) individual is selected. Upon completion of the selection process, the advisory fact finder shall have twenty-five (25) days in which to start hearings between the parties. A subsequent period of seven (7) days shall be allowed for the conduct of such hearing and the parties shall have five (5) days to submit briefs after the conclusion of the hearing. The advisory fact finder shall be given a period of up to fifteen (15) days in which to render recommendation(s).

The advisory fact finder shall consider, weigh and be guided by the following criteria:

(1) The lawful authority of the City;

(2) Stipulations of the parties;

(3) The interests and welfare of the public and the financial ability of the City to bear the costs involved;

(4) Comparison of the wages, hours, benefits and other terms or conditions of employment of the employees involved with the other employees performing similar services in public employment in comparable communities;

(5) The cost of living; and

(6) The overall compensation presently received by the employees including direct wage compensation; vacation, holidays and other excused time; insurance and pensions; medical and hospitalization benefits; the continuity and stability of employment; and all other benefits received.

The advisory fact finder shall make written findings, conclusions and recommendations. The fact finder may use any criteria or factors generally accepted in arriving at ~~his~~ **those** findings, conclusions and recommendations.

The advisory fact finder shall consider the final offer of the City and the final offer of the employee organization. The fact finder may recommend the final offer of the City or the final offer of the employee organization or any combination thereof, or any intermediate position which ~~he~~ **the advisory fact finder** deems appropriate. The advisory fact finder shall state ~~his~~ **the** reasons for ~~his~~ **the** recommendations.

The recommendations of the fact finder shall be advisory only. Within twelve (12) days of the receipt of the recommendations of the fact finder, the City and employee organization shall meet and simultaneously, and in writing, notify each other of their respective determination to accept or reject the recommendations of the fact finder. Only the unresolved issues remaining after this meeting shall be submitted to the special election set forth in Section 15-10. Nothing in this Charter shall prohibit the parties from reaching a settlement on any or all issues prior to the last date that the City council can revoke or cancel any scheduled special election.

All fees and expenses related to advisory fact finding will be shared equally by the City and the employee organization

Section 19. The following question shall be submitted to a vote of the registered electors of the City at the general election on November 4, 2025:

"Amending the City Charter to Use Gender-Neutral Language."

Shall Articles 2-2, 3-10, 3-14, 3-15, 3-16, 3-17, 5-2, 6-5, 7-4, 8-2, 10-1, 10-5, 10-8, 11-2, 11-3, 12-7, 14-9, and 15-9 of the City Charter of the City of Aurora, Colorado be hereby amended to replace gender-specific language with gender-neutral terms to promote clarity, equality, and consistency without changing the meaning or intent of any Charter provision?

YES _____ NO _____

Section 20. The City Attorney is authorized to make additional changes to the City Charter that are not substantive and that comply with the principals and goals of this ordinance if additional specific instances of gender specific language are identified.

Section 21. Pursuant to Section 31-2-210(3.5), C.R.S., the City Clerk is hereby directed to certify the proposed ballot question to the Clerk and Recorder of each county in which the City is located for submission at the statewide general election on November 4, 2025.

Section 22. Pursuant to Section 31-2-210(4), C.R.S., the City Clerk is hereby directed to publish, within thirty (30) days of the adoption of this ordinance, notice of the date and time of the election upon which the proposed Charter amendment will be considered said publication to appear in a newspaper of general circulation in the City which notice shall contain the full text of the proposed Charter amendment.

Section 23. The City Clerk shall secure from each county the votes in favor of and opposed to the proposed Charter amendment and shall report the same to City Council following the election within such time is as provided for by state law. If the majority of the registered electors voting thereon have voted in favor of the proposed amendment, such amendment shall be deemed approved.

Section 24. In the event the proposed Charter amendment is approved by a majority of the registered electors voting thereon, the City Clerk shall publish once, in the same newspaper which published the notice of the charter amendment being on the ballot the full text of the Charter amendment following the election within such time as is provided by state law. At such time, the City Clerk shall also file with the Secretary of State two (2) copies of said amendment, along with the official tally of the vote for and against, as certified by the City Clerk.

Section 25. The provisions of this ordinance, the Charter amendment, and the question authorized hereby are severable. If any portion of this ordinance, the Charter amendment, or the question are judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provision of such ordinance, Charter amendment, or question.

Section 26. All ordinances or parts of ordinances, of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 27. Pursuant to Article 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this_____day of_____, 2025

PASSED AND ORDERED PUBLISHED BY REFERENCE this____day of _____, 2025

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIQUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

By: Andrea Wood _____
Andrea Wood, Assistant City Attorney

CITY OF AURORA
Late Submission Approval for Agenda Item

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

Item Initiator: Jason Batchelor, City Manager/Peter Schulte, City Attorney

Staff Source/Legal Source: Jason Batchelor, City Manager/ Peter Schulte, City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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

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

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

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

☒ The item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 6/9

Regular Meeting: N/A

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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

Jason Batchelor
_____
Late Submission Approver Name (Council Appointee or DCM)

_____
Agenda Item Initiator Signature Date

Jason Batchelor 06.02.25
_____
Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Amendments to the City Charter Concerning Filling City Council Vacancies Based on the Timing of the Vacancy (Ordinance)
Item Initiator: Jason Batchelor, City Manager / Peter Schulte, City Attorney
Staff Source/Legal Source: Jason Batchelor, City Manager / Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 6/9/2025

Regular Meeting: 6/23/2025

2nd Regular Meeting (if applicable): 7/14/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Jason Batchelor, City Manager / Peter Schulte, City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: 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.)*

An ordinance for a ballot question asking the voters if the City Charter should be amended with regard to how Council vacancies are filled depending on the timing of the vacancy.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The city council shall have the power to submit any number of charter amendments to a vote of the registered electors without the receipt of a petition. Charter amendments shall be referred to the registered electors by ordinance. *(City Code §54-146)*. (Wood)

ORDINANCE NO. 2025 - _____

A BILL

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

WHEREAS, Article XX, Section (6) of the Colorado Constitution and Article 1-6 of the City Charter empower home rule municipalities to control and legislate in their Charters upon all matters of municipal concern and to amend those Charters through a vote of the electorate, and

WHEREAS, special elections are authorized by Article 2-4 of the City Charter, and should be held within conformity to C.R.S. 31-10-108;

WHEREAS, the Aurora City Council (Council) finds that filling vacancies on the Council in a timely and democratic manner is in the public interest; and

WHEREAS, the Council seeks to establish a clear process for filling vacancies based on the timing of the vacancy in relation to the next regularly scheduled election for that seat;

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

Section 1. That Article 3-7 of the City Charter of the City of Aurora, Colorado is hereby amended to read as follows:

A council seat shall become vacant whenever any councilmember is recalled, dies, becomes incapacitated, resigns, attains another elective office, is involuntarily removed from office, or becomes a nonresident of the city or ward from which elected. In **the** case of a vacancy **which occurs one calendar year or less, but more than ninety (90) days before the next regular election for that seat**, the remaining councilmembers shall appoint by majority vote, no later than forty-five (45) days after such vacancy occurs, a duly qualified person to fill such vacancy. **In the case of a vacancy which occurs 90 days or less before the next regular municipal election for that seat, the vacancy will remain until filled by election in the regular municipal election in November. In the case of a vacancy which occurs more than one calendar year before the next regular election for that seat, the vacancy will be filled by special municipal election or at the next regular municipal election, whichever comes first, if applicable timeline requirements can be met. Any person elected in a special municipal election or regular municipal election where that seat is not up for election, shall serve only until the time of the next regular election for that seat.** ~~An appointment which occurs ninety~~

~~(90) days or more before a regular election shall be in effect only until the date of the upcoming regular election. An appointment which occurs less than ninety (90) days before the upcoming regular election shall be in effect until the subsequent regular election unless the term expires at the upcoming election.~~ If there are no candidates on the ballot to fill a vacancy, city council may appoint a duly qualified person for **up to** two (2) years. ~~If more than five (5) vacancies occur simultaneously, the remaining councilmembers shall call for a special election to fill such vacancies provided there will not be a regular municipal election within ninety (90) days.~~

Section 2. The following question shall be submitted to a vote of the registered electors of the City at the regular municipal election on November 4, 2025:

"Direction establishing procedures for filling vacancies on City Council based on the timing of the vacancy."

Shall Article 3-7 of the City Charter of the City of Aurora, Colorado be amended to provide a comprehensive procedure for filing vacant seats on City Council based on the timing of the vacancy?

YES _____ NO _____

Section 3. Pursuant to Section 31-2-210(3.5), C.R.S., the City Clerk is hereby directed to certify the proposed ballot question to the Clerk and Recorder of each county in which the City is located for submission at the statewide general election on November 4, 2025.

Section 4. Pursuant to Section 31-2-210(4), C.R.S., the City Clerk is hereby directed to publish, within thirty (30) days of the adoption of this ordinance, notice of the date and time of the election upon which the proposed Charter amendment will be considered said publication to appear in a newspaper of general circulation in the City which notice shall contain the full text of the proposed Charter amendment.

Section 5. The City Clerk shall secure, from each county, the votes in favor of and opposed to the proposed Charter amendment and shall report the same to City Council following the election within such time is as provided for by state law. If the majority of the registered electors voting thereon have voted in favor of the proposed amendment, such amendment shall be deemed approved.

Section 6. In the event the proposed Charter amendment is approved by a majority of the registered electors voting thereon, the City Clerk shall publish once, in the same newspaper which published the notice of the charter amendment being on the ballot the full text of the Charter amendment following the election within such time as is provided by state law. At such time, the City Clerk shall also file with the Secretary of State two (2) copies of said amendment, along with the official tally of the vote for and against, as certified by the City Clerk.

Section 7. The provisions of this ordinance, the Charter amendment, and the question authorized hereby are severable. If any portion of this ordinance, the Charter amendment, or the question are judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provision of such ordinance, Charter amendment, or question.

Section 8. All ordinances or parts of ordinances, of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 9. Pursuant to Article 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this ___day of_____, 2025

PASSED AND ORDERED PUBLISHED BY REFERENCE this ___day of_____, 2025

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIQUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

By: Andrea Wood _____
Andrea Wood, Assistant City Attorney

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO ARTICLE 7-1 OF THE CITY CHARTER CONCERNING THE RESIDENCY REQUIREMENT FOR THE CITY MANAGER

Item Initiator: Jason Batchelor, City Manager/Peter Schulte, City Attorney

Staff Source/Legal Source: Jason Batchelor, City Manager/ Peter Schulte, City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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

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

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

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

☒ The item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 6/9

Regular Meeting: N/A

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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

Jason Batchelor
_____
Late Submission Approver Name (Council Appointee or DCM)

_____
Agenda Item Initiator Signature Date

_____ 06.02.25
Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Amendment to the City Charter Concerning the Residency Requirement for the City Manager (Ordinance)
Item Initiator: Jason Batchelor, City Manager/ Peter Schulte, City Attorney
Staff Source/Legal Source: Jason Batchelor, City Manager / Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 6/9/2025

Regular Meeting: 6/23/2025

2nd Regular Meeting (if applicable): 7/14/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Jason Batchelor, City Manager / Peter Schulte, City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: 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.)*

An ordinance creating a ballot question which would ask the voters if the City Charter should be amended to remove the City residency requirement for the City Manager.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The city council shall have the power to submit any number of charter amendments to a vote of the registered electors without the receipt of a petition. Charter amendments shall be referred to the registered electors by ordinance. *(City Code §54-146)*. (Wood)

ORDINANCE NO. 2025 - _____

A BILL

FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO ARTICLE 7-1 OF THE CITY CHARTER CONCERNING THE RESIDENCY REQUIREMENT FOR THE CITY MANAGER.

WHEREAS, Article XX, Section (6) of the Colorado Constitution and Article 1-6 of the City Charter empower home rule municipalities to control and legislate in their Charters upon all matters of municipal concern and to amend those Charters through a vote of the electorate, and

WHEREAS, the City Charter currently requires that the City Manager reside within the city limits as a condition of employment; and

WHEREAS, the residency requirement may limit the pool of qualified candidates for the position of City Manager; and

WHEREAS, the City Council finds that removing the residency requirement will enhance flexibility in recruitment and support equitable access to leadership positions within the city; and

WHEREAS, amending the City Charter to remove the residency requirement requires approval by the voters at a municipal election; and

WHEREAS, the City Council finds it in the best interest of the City to submit the proposed charter amendment to the voters for their consideration.

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

Section 1. That Article 7-1 of the City Charter of the City of Aurora, Colorado is hereby amended to read as follows:

The council shall appoint a city manager who shall be the chief executive and administrative officer of the city. Such appointment shall be without definite term at a salary to be fixed by **the** council. The city manager shall be chosen by the council ~~of~~ **on** the basis of executive and administrative qualifications with particular emphasis on actual experience and knowledge of the accepted practice in respect to the duties of the office. ~~At the time of appointment, the city manager need not be a resident of the city or state, but prior to taking the oath of office, the city manager shall reside within the city.~~ No councilmember shall be appointed city manager during or within one year after the termination of a term as a member of the council.

Section 2. The following question shall be submitted to a vote of the registered electors of the City at the regular municipal election on November 4, 2025:

"Amending the City Charter to Remove the Residency Requirement for the City Manager."

Shall Article 7-1 of the City Charter of the City of Aurora, Colorado be amended to eliminate the requirement that the City Manager reside within the city limits?

YES _____ NO _____

Section 3. Pursuant to Section 31-2-210(3.5), C.R.S., the City Clerk is hereby directed to certify the proposed ballot question to the Clerk and Recorder of each county in which the City is located for submission at the statewide general election on November 4, 2025.

Section 4. Pursuant to Section 31-2-210(4), C.R.S., the City Clerk is hereby directed to publish, within thirty (30) days of the adoption of this ordinance, notice of the date and time of the election upon which the proposed Charter amendment will be considered said publication to appear in a newspaper of general circulation in the City which notice shall contain the full text of the proposed Charter amendment.

Section 5. The City Clerk shall secure, from each county, the votes in favor of and opposed to the proposed Charter amendment and shall report the same to City Council following the election within such time is as provided for by state law. If the majority of the registered electors voting thereon have voted in favor of the proposed amendment, such amendment shall be deemed approved.

Section 6. In the event the proposed Charter amendment is approved by a majority of the registered electors voting thereon, the City Clerk shall publish once, in the same newspaper which published the notice of the charter amendment being on the ballot the full text of the Charter amendment following the election within such time as is provided by state law. At such time, the City Clerk shall also file with the Secretary of State two (2) copies of said amendment, along with the official tally of the vote for and against, as certified by the City Clerk.

Section 7. The provisions of this ordinance, the Charter amendment, and the question authorized hereby are severable. If any portion of this ordinance, the Charter amendment, or the question are judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provision of such ordinance, Charter amendment, or question.

Section 8. All ordinances or parts of ordinances, of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 9. Pursuant to Article 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this ___day of_____, 2025

PASSED AND ORDERED PUBLISHED BY REFERENCE this ___day of_____, 2025

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIQUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

By: Andrea Wood AK
Andrea Wood, Assistant City Attorney

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: A PROPOSED AMENDMENT TO ARTICLE 3-6 OF THE CITY CHARTER ESTABLISHING THE SALARIES OF THE MAYOR AND CITY COUNCIL MEMBERS BASED ON THE SALARY OF AN ARAPAHOE COUNTY COMMISSIONER

Item Initiator: Jason Batchelor, City Manager/Peter Schulte, City Attorney

Staff Source/Legal Source: Jason Batchelor, City Manager/ Peter Schulte, City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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

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

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

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

☒ The item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 6/9

Regular Meeting: N/A

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

_____	Jason Batchelor _____
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
_____	Jason Batchelor 06.03.25 _____
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Amendment of the City Charter Establishing the Salaries of the Mayor and City Council Members (Ordinance)
Item Initiator: Jason Batchelor, City Manager/ Peter Schulte, City Attorney
Staff Source/Legal Source: Jason Batchelor, City Manager / Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 6/9/2025

Regular Meeting: 6/23/2025

2nd Regular Meeting (if applicable): 7/14/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Jason Batchelor, City Manager / Peter Schulte, City Attorney
Estimated time: 10 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

An Ordinace which would create a ballot question asking voters if the City Charter should be amended to establish the Mayor and City Council salaries based on that of an Arapahoe County Commissioner.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The city council shall have the power to submit any number of charter amendments to a vote of the registered electors without the receipt of a petition. Charter amendments shall be referred to the registered electors by ordinance. *(City Code §54-146)*. (Wood)

ORDINANCE NO. 2025 - _____

A BILL

FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO ARTICLE 3-6 OF THE CITY CHARTER ESTABLISHING THE SALARIES OF THE MAYOR AND CITY COUNCIL MEMBERS BASED ON THE SALARY OF AN ARAPAHOE COUNTY COMMISSIONER

WHEREAS, Article XX, Section (6) of the Colorado Constitution and Article 1-6 of the City Charter empower home rule municipalities to control and legislate in their Charters upon all matters of municipal concern and to amend those Charters through a vote of the electorate, and

WHEREAS, the Aurora City Council (Council) desires to ensure fair and competitive compensation for the Mayor and City Council Members commensurate with public responsibilities and time commitments; and

WHEREAS, the Council believes tying compensation to that of elected officials in similarly situated jurisdictions is an appropriate and transparent method of setting compensation

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

Section 1. That Article 3-6 of the City Charter of the City of Aurora, Colorado is hereby amended to read as follows:

~~The annual base salaries of the council of the City of Aurora for 2018 shall be as follows:~~

~~**Effective January 1, 2018**~~	
~~Mayor~~	~~$80,000~~
~~Mayor Pro Tem~~	~~$20,550~~
~~Members of the Council~~	~~$18,550~~

~~and said salaries shall be modified annually in an amount equal to that cost of living increase or decrease occurring during the previous calendar year as determined by the United States Department of Labor Consumer Price Index for the region which includes the Denver metropolitan area or the average increase or decrease given to all city employees, whichever is less.~~

~~Such salaries shall be in addition to any other emoluments of office and said cost of living increase or decrease shall not be deemed or construed to be an increase or decrease of those salaries set forth herein and paid during the term of any councilmember.~~

The Mayor shall receive an annual salary equal to that of an Arapahoe County Commissioner. Any change in the salary of an Arapahoe County Commissioner shall automatically result in a corresponding adjustment in the Mayor's salary, effective on the same date.

Each City Council Member shall receive an annual salary equal to fifty percent (50%) of the Mayor's salary.

Section 2. The following question shall be submitted to a vote of the registered electors of the City at the regular municipal election on November 4, 2025:

"Charter Amendment to Set Mayor and City Council Salaries Based on Arapahoe County Commissioner Pay."

Shall Article 3-6 of the City Charter of the City of Aurora, Colorado be amended to provide that the Mayor shall receive an annual salary equal to that of an Arapahoe County Commissioner, and each City Council member shall receive an annual salary equal to fifty percent (50%) of the Mayor's salary, with salaries adjusting automatically to reflect changes in the Arapahoe County Commissioner salary?

YES _____ NO _____

Section 3. Pursuant to Section 31-2-210(3.5), C.R.S., the City Clerk is hereby directed to certify the proposed ballot question to the Clerk and Recorder of each county in which the City is located for submission at the statewide general election on November 4, 2025.

Section 4. Pursuant to Section 31-2-210(4), C.R.S., the City Clerk is hereby directed to publish, within thirty (30) days of the adoption of this ordinance, notice of the date and time of the election upon which the proposed Charter amendment will be considered said publication to appear in a newspaper of general circulation in the City which notice shall contain the full text of the proposed Charter amendment.

Section 5. The City Clerk shall secure, from each county, the votes in favor of and opposed to the proposed Charter amendment and shall report the same to City Council following the election within such time is as provided for by state law. If the majority of the registered electors voting thereon have voted in favor of the proposed amendment, such amendment shall be deemed approved.

Section 6. In the event the proposed Charter amendment is approved by a majority of the registered electors voting thereon, the City Clerk shall publish once, in the same newspaper which published the notice of the charter amendment being on the ballot the full text of the Charter amendment following the election within such time as is provided by state law. At such time, the

City Clerk shall also file with the Secretary of State two (2) copies of said amendment, along with the official tally of the vote for and against, as certified by the City Clerk.

Section 7. The provisions of this ordinance, the Charter amendment, and the question authorized hereby are severable. If any portion of this ordinance, the Charter amendment, or the question are judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provision of such ordinance, Charter amendment, or question.

Section 8. All ordinances or parts of ordinances, of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 9. Pursuant to Article 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this____day of_____, 2025

PASSED AND ORDERED PUBLISHED BY REFERENCE this___day of_____, 2025

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIQUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

By: Andrea Wood MK
_____
Andrea Wood, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: First Creek Detention Facility Upstream of I-70 – Zoning Map Amendment
Item Initiator: Rachid Rabbaa, Planner III, Planning and Business Development
Staff Source/Legal Source: Rachid Rabbaa, Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: Clinton Weisz, Applicant (City of Aurora) / Kathrine Knight, Jeanne Boyle, Agent, Merrick & Company
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 6/23/2025

2nd Regular Meeting (if applicable): 7/14/2025

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- A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING FOUR CONTIGUOUS PARCELS OF LAND MEASURING 56.5 ACRES, MORE OR LESS, LOCATED SOUTH OF I-70 AND COLFAX AND ABOUT HALF A MILE EAST OF E-470 TO MIXED-USE REGIONAL DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (THE FIRST CREEK DETENTION FACILITY ANNEXATION ZONING MAP AMENDMENT)
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 and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 5/28/2025

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 May 28, 2025. Following staff's presentation, the Commission voted to make recommendation of approval for the Zoning Map Amendment. A copy of the Planning Commission Meeting Minutes are attached for reference.

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

The City of Aurora, as the applicant, seeks a Zoning Map Amendment for the initial zoning to Mixed Use – Regional District (MU-R) for four (4) contiguous parcels of land consisting of approximately 56.5 acres. The subject property is currently situated within unincorporated Arapahoe County and is currently zoned Agriculture (A-1), Open (O), RR-B (Rural Residential), and Mixed Use (MU). The site is located south of I-70/Colfax, about a half mile east of E-470. This initial zoning is being requested with an annexation for the same area and is bordered to the north by unincorporated land in Adams County and Prologis Park (Business/Tech (I-1) zoning) in Aurora; and Mixed Use-Regional District (MU-R) zoning district encompassing the subject property to the west, south, and east. The future extension of 14th Avenue is anticipated to cross the southern arm of this property.

The City owns the four (4) parcels, which is essentially bisected by the First Creek drainage way. The planned development for the site is the construction of a regional stormwater detention facility and a regional trail connection. This proposed initial zoning, and annexation would result in consistent zoning and jurisdiction in this developing area of Aurora. Such consistency in zoning and jurisdiction is essential for clarifying development responsibilities, maintenance of public infrastructure, and the provision of services.

The proposed MU-R zoning aligns well with the existing surrounding zoning and supports the future development goals laid out for the "Urban District" placetype in the Aurora Places Comprehensive Plan.

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.)

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 a zoning map amendment for the initial zoning of 56.5 acres to to Mixed Use – Regional District (MU-R) for the First Creek Detention Facility Upstream of I-70 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 0.075 0.15

City of Aurora, Colorado

First Creek Detention Facility Upstream of I-70
Zoning Map Amendment

Case Number: 2025-2001-00
Development Application: #2400-00

5/16/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

April 23, 2025

City of Aurora
Planning & Development Services
Brandon Cammarata, Planning Division Manager
15151 E Alameda Parkway
Aurora, CO 80211

RE: Introduction Letter – Initial Zoning Request
NE 1/4 Section 6, of Township 4 South, Range 65 West of the 6th Principal Meridian

On behalf of the owner, City of Aurora, Merrick is submitting this application for initial zoning. The property is currently known as unincorporated Arapahoe County.

The property is owned by: City of Aurora
15151 E Alameda Pkwy.
Aurora, CO 80012

The 56.508-acre property consists of four contiguous parcels:
(Rec. No. D8116334, Rec. No. E1157157, Rec. No. D6074304, & Rec. No. D8107473). It is located in the NE 1/4 Section 6, of Township 4 South, Range 65 West of the 6th Principal Meridian.

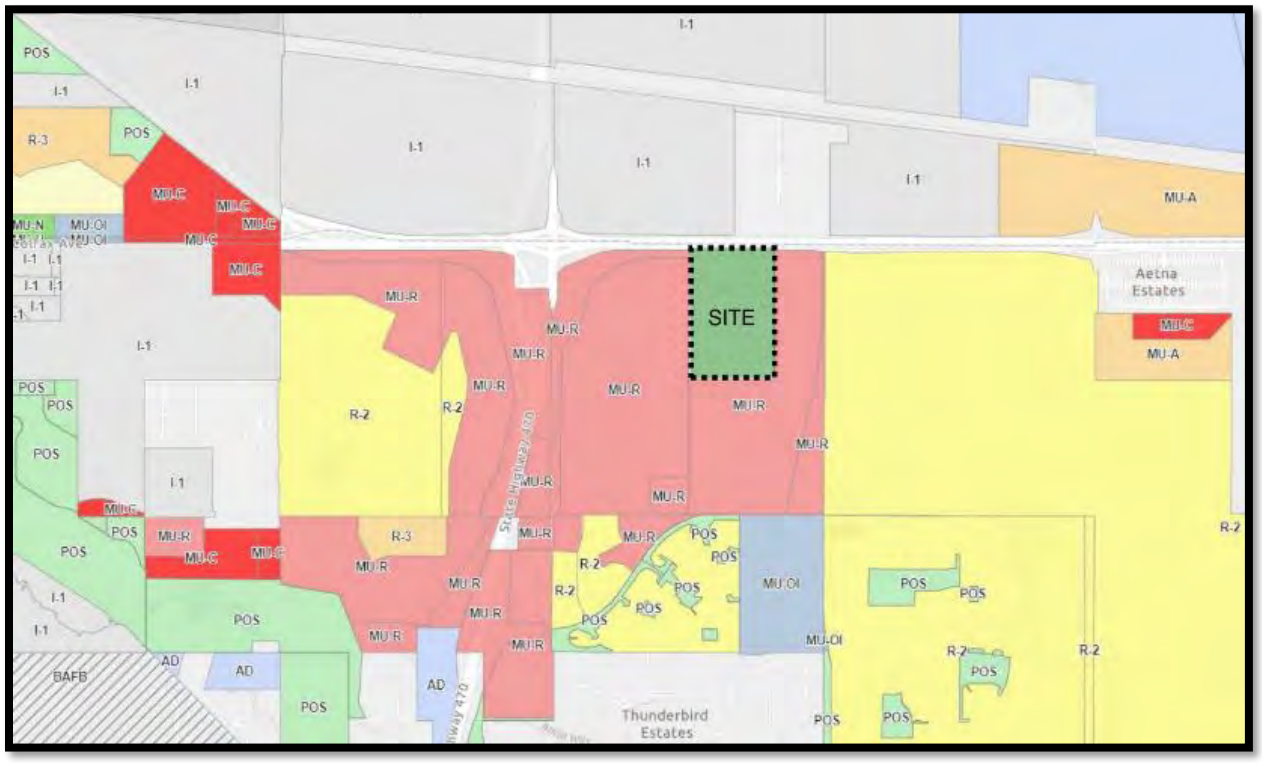
Vicinity Map (Exhibit A)



Request

The property is currently seeking initial Zoning in the City of Aurora. The design team and Client is requesting the initial zoning of MU-R because of the allowed uses and compatibility with adjacent properties. The only development proposed is regional stormwater detention and a regional trail connection.

Arapahoe Zoning Map (Exhibit B)



The property consists of four contiguous parcels containing a total of 56.508 acres and is in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado. The land proposed to be zoned is owned by the City of Aurora, 15151 E. Alameda Pkwy., Aurora, CO 80012.

In 2001, the City of Aurora (City) entered an Intergovernmental Agreement (Agreement No. 99-03.11) Regarding Implementation of Portions of the First Creek Watershed Master Plan. The agreement included a commitment to construct a regional stormwater detention pond, ID No. 1237, to attenuate peak runoff flows on First Creek upstream of I-70. In order to construct this stormwater detention facility, the City of Aurora has acquired the four subject parcels. These four parcels have several different Arapahoe County zoning districts including A-1, O, RR-B, F, and MU.

The only development proposed on the property is the regional stormwater detention and a regional trail connection. These can potentially offer green spaces, and pedestrian and bicycle connectivity, fostering a healthier and more active lifestyle.

The City of Aurora plans to seek an initial zoning of MU-R. The Multi-use – Regional District classification can strategically allow the detention pond, beyond its crucial stormwater management function, to serve as an attractive visual amenity and potentially a passive recreational space. Integrating into the MU-R developments nearby ensures that these public investments are readily accessible to the community, maximizing their value and promoting community engagement. The proposed zoning is inherently consistent and compatible with the surrounding planned and existing development.

Additionally, these four contiguous parcels are surrounded by Subarea C and would be included into this subarea. Subarea C generally includes rolling, semi-arid, largely undeveloped lands with large open fields of prairie grass in northeast Aurora and mostly developed newer developments in southeast Aurora. It currently includes expanding residential developments, industrial parks and areas of City-owned open spaces and parks. Development pressures within Subarea C continue to rise as the demand for more housing choices intensifies; the pressure for large industrial storage facilities increases and the need for expanded infrastructure to accommodate the demands of growth become a priority. Because these lands will develop over a long period of time, their layouts, design, and building styles need to be flexible enough to accommodate new forms of development at a variety of development densities while avoiding patterns and practices that have increased traffic congestion and/or reduced the visual appeal of the City in the past.

Finally, this area is surrounded by the Urban District Place type in the Aurora Places Comprehensive plan. The Urban Districts will be critical to the economic and fiscal health of the City because they will be the centers of employment, culture and activity. The Urban District is the City's most intensely developed area with mixed-use, entertainment, institutional, retail, restaurant and multifamily residential as defining uses. Urban parks provide green space for residents and workers and serve as locations for community activities. This mix and intensity of uses is intended to provide around-the-clock activity. Transit, pedestrian and bike connections are essential to its development and success. A Comprehensive Plan Amendment will be required to categorize the subject property place type to Urban District.

This initial zoning request meets the Approval Criteria of Section 146-5.4.1A, Section 146-5.4.1B and Section 146-5.4.1C.

It is consistent with the Comprehensive Plan, the purpose statement for the zone district(s) where the property is located, the use regulations in Article 146-3 for the zone district(s), and all other adopted plans and policies of the City Council.

Section 146-5.4.1A Comprehensive Plan Adoption or Amendment

The City Council shall adopt a Comprehensive Plan for the orderly development and redevelopment of the City. The Comprehensive Plan shall serve to guide the City Council and the Planning and Zoning Commission in their decisions and recommendations in all land use and land development applications. All applicable provisions of Section 146-5.3 (Common Procedures) apply unless specifically modified by the provisions of this Section 146-5.4.1.A.

Criteria for Approval.
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.

Re: The subject property under review promotes the long term economic, social and environmental health of the City and County and protects the public health, safety, and welfare of the citizens of Aurora.

Section 146-5.4.1C Ordinance Text or Zoning Map Amendments

Ordinance Text or Zoning Map Amendments. All applicable provisions of Section 146-5.3 (Common Procedures) apply unless specifically modified by the provisions of this Section 146-5.4.1.C.

Applicability.

This Section 146-5.4.1.C applies to:

a. All applications for initial zoning of property into a base zone district(s), and to initial zoning into an overlay district, if any, at the time property is annexed to the City; and

b. All applications for changes of zoning from one base zone district(s) to a different base zone district(s) following initial zoning into a base zone district; and

c. All applications to include property in, or exclude property from, an overlay district(s), or to change the overlay district(s) that apply to a property; and

d. All applications to change the text of this Unified Development Ordinance.

Procedure

a. The Planning Director shall review the application and forward a recommendation to the Planning and Zoning Commission pursuant to all applicable provisions of Section 146-5.3 (Common Procedures).

b. 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.

c. The City Council shall conduct a public hearing on the application and shall make a decision on the application pursuant to all applicable provisions of Section 146-5.3.

Criteria for Approval

a. Initial Zoning and Changes to Zoning Map for Individual Parcels or Small Areas. 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~~

ii. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

(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);

Re: COA Staff is supportive of this initial zoning request.

(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

Re: The proposed initial zoning and annexation is compatible with the surrounding development and designated zoning.

(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.

Re: The proposed initial zoning will not create significant dislocations of tenants or occupants of the property, or outweigh other public benefits or progress toward Comprehensive Plan goals.

If you require additional information or have any questions about our submittal items, please do not hesitate to call (303)-353-3340 or e-mail mike.leuteneker@merrick.com. We look forward to working with the City in completing this process to contribute to the City of Aurora.

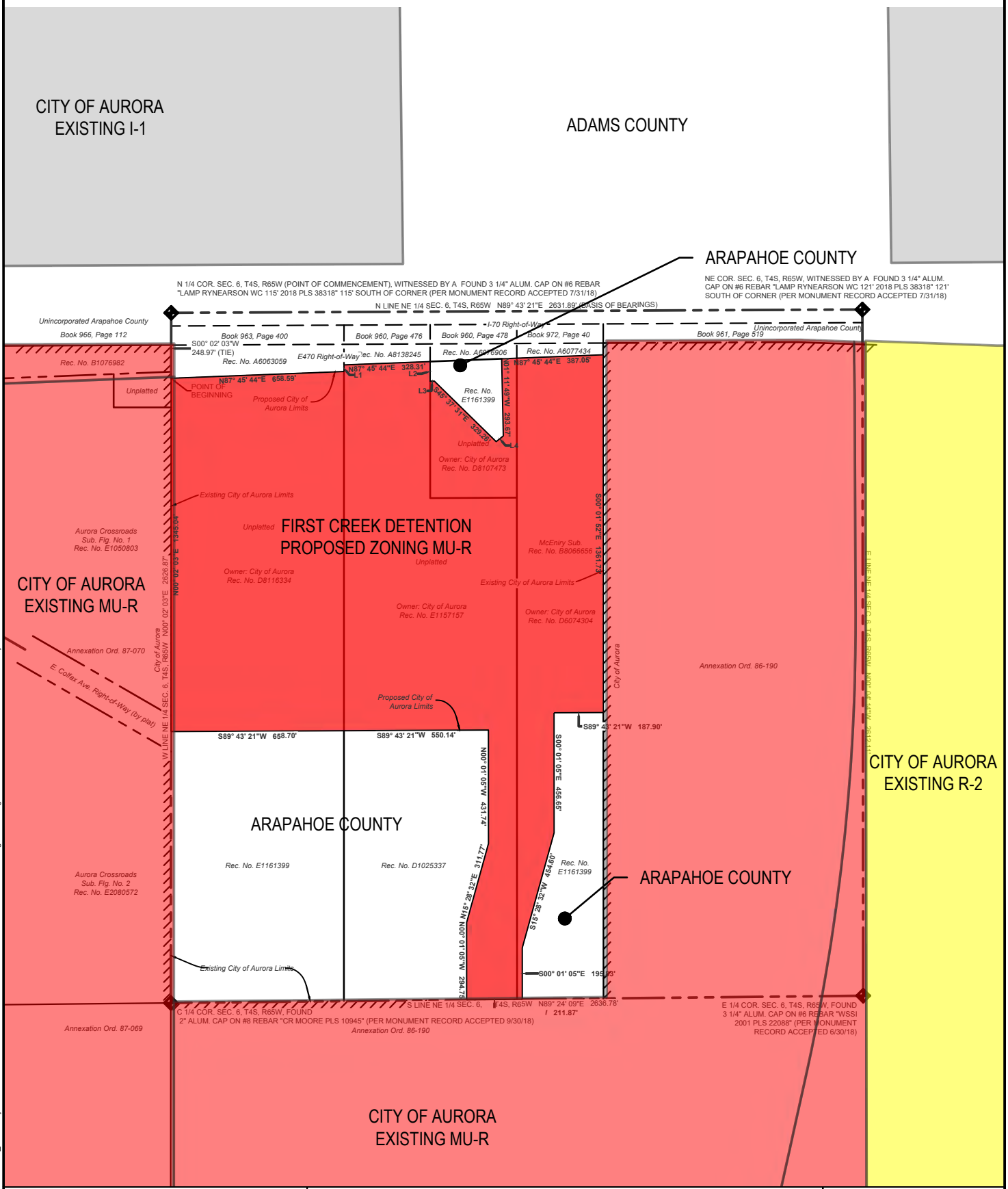
Sincerely,
Merrick & Company



Mike Leuteneker, PLA
Senior Landscape Architect

FIRST CREEK DETENTION UPSTREAM OF I-70 - INITIAL ZONING EXHIBIT

EXHIBIT C



MERRICK®

FIRST CREEK REGIONAL DETENTION POND
UPSTREAM OF I-70
INITIAL ZONING MAP

DATE: 04/23/25

SHEET: 1

File Location:\\merrick.com\ecs\Denver_North\Projects\MHFD\116930-01 First Creek Detention\CAD\Exhibits\First Creek Zoning Exhibit.dwg Plot Date:4/23/2025 4:29 PM Last Saved By: KATHERINE.KNIGHT

EXHIBIT A

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed, recorded on July 12, 2016, at Rec. No. D6074304 in the office of the Arapahoe County Clerk and Recorder, a part of that parcel of land described in that Special Warranty Deed, recorded on October 31, 2018, at Rec. No. D8107473 in said office, a part of that parcel of land described in that Special Warranty Deed, recorded on November 28, 2018, at Rec. No. D8116334 in said office, and all of that parcel of land described in that Special Warranty Deed, recorded on October 15, 2021, at Rec. No. E1157157 in said office, being more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43’21”E, a distance of 2631.89 feet);

Thence S00°02’03”W, coincident with the west line of the NE 1/4 of said section, a distance of 248.97 feet to the southwesterly corner of that parcel of land described in that Special Warranty Deed, recorded on May 21, 1996, at Rec. No. A6063059 in said office, said corner being the **Point of Beginning**;

Thence coincident with the boundary of said parcel the following two (2) courses:

1. Thence N87°45'44"E, a distance of 658.59 feet;
2. Thence N00°00'13"E, a distance of 25.02 feet to the southwesterly corner of that parcel of land described as No. TK-91B in that Rule and Order, recorded on August 31, 1998, at Rec. No. A8138245 in said office;

Thence N87°45'44"E, coincident with the southerly line of said parcel, a distance of 328.31 feet to the northwesterly corner of that parcel of land described in Exhibit A in that Quit Claim Deed, recorded on October 21, 2021, at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following five (5) courses:

1. Thence S00°01'05"E, a distance of 74.63 feet;
2. Thence N89°43'21"E, a distance of 16.08 feet;
3. Thence S45°37'31"E, a distance of 329.26 feet;
4. Thence N50°57'15"E, a distance of 34.69 feet;
5. Thence N01°11'49"W, a distance of 293.67 feet to a point on the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 18, 1996, at Rec. No. A6076906 in said office;

Thence N87°45'44"E, coincident with said southerly line and the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 19, 1996, at Rec. No. A6077434 in said office, a distance of 387.05 feet to the northeasterly corner of said parcel of land recorded at Rec. No. D6074304 in said office;

Thence S00°01'52"E, coincident with the easterly line of said parcel, a distance of 1361.73 feet to the northeasterly corner of that parcel of land described in Exhibit C in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

1. Thence S89°43'21"W, a distance of 187.90 feet;
2. Thence S00°01'05"E, a distance of 456.65 feet;
3. Thence S15°28'32"W, a distance of 454.60 feet;
4. Thence S00°01'05"E, a distance of 195.83 feet to a point on the south line of the NE 1/4 of said Section 6;

Thence S89°24'09"W, coincident with said south line, a distance of 211.87 feet to a southerly corner of said parcel of land recorded at Rec. No. E1157157 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

1. Thence N00°01'05"W, a distance of 294.75 feet;
2. Thence N15°28'32"E, a distance of 311.77 feet;
3. Thence N00°01'05"W, a distance of 431.74 feet;
4. Thence S89°43'21"W, a distance of 550.14 feet to the northeasterly corner of that parcel of land described in Exhibit B in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

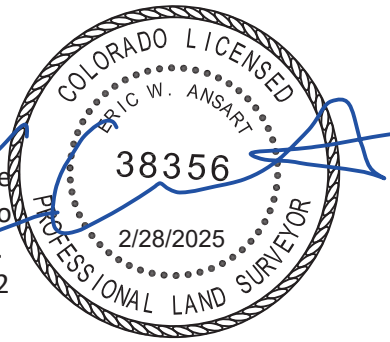
Thence continuing S89°43'21"W, coincident with the northerly line of said parcel, a distance of 658.70 feet to a point on the west line of the NE 1/4 of said Section 6;

Thence N00°02'03"E, coincident with said west line, a distance of 1345.04 feet to the **Point of Beginning**.

Total Perimeter: 8608.01 feet Contiguous Perimeter: 2918.64 feet

Total Area: 2,461,477 square feet (56.508 acres), more or less.

Bearings based on the north line of the NE 1/4 of Section 6, T4S, R65W, 6th P.M., being N89°43’21”E, said bearing being a grid bearing of the NAD 1983(1992) State Plane Coordinate System of Colorado, Central Zone, and all lineal units are represented in US Survey Feet.



Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

Planning and Zoning Commission
DRAFT MINUTES
May 28, 2025

Commissioners Present	**Garrett Walls** **Sonda Banka** **Gayle Jetchick** **Melvin Bush**
Commissioners Absent:	**Robert Gaiser** **Becky Hogan**

1. **Study Session – 5:00 p.m. – No Study Session Scheduled**

2. **Regular Meeting – Call to Order 6:10 p.m.**

3. **Roll Call**

4. **Pledge of Allegiance**
   Not Conducted Due to Virtual Meeting

5. **Approval of the Planning Commission Minutes**
   5.a. May 14, 2025, Draft Minutes
   A MOTION WAS MADE BY CHAIR WALLS AND SECONDED BY COMMISSIONER BANKA TO APPROVE THE MINUTES AS SUBMITTED WITHOUT OBJECTION.

   MOTION PASSED UNANIMOUSLY.

6. **Adoption of Agenda**
   A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER JETCHICK WITHOUT OBJECTION.

   MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 8a-e WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

   MOTION PASSED UNANIMOUSLY.

7. **Consent Agenda**
   Not Conducted Due to Lack of Items.

8. General Business

8a. FIRST CREEK DENTENTION FACILITY UPSTREAM OF I-70 – ZONING MAP AMENDMENT

The City of Aurora, as the applicant, seeks a Zoning Map Amendment for the initial zoning to Mixed Use – Regional District (MU-R) for four (4) contiguous parcels of land consisting of approximately 56.51 acres. The subject property is currently situated within unincorporated Arapahoe County and is presently zoned Agriculture (A-1), Open (O), RR-B (Rural Residential), and Mixed Use (MU). The site is located south and adjacent to I-70, about a half mile east of E-470. This initial zoning is being requested with an annexation for the same area and is bordered to the north by unincorporated land in Adams County and Prologis Park (Business/Tech (I-1) zoning) in Aurora; and Mixed Use-Regional District (MU-R) zoning district encompassing the subject property to the west, south, and east. The future extension of 14th Avenue is anticipated to cross the southern arm of this property.

The City owns the four (4) parcels, which are essentially bisected by the First Creek drainage way. The planned development for the site is the construction of a regional stormwater detention facility and a regional trail connection. This proposed initial zoning and annexation would result in consistent zoning and jurisdiction in this developing area of Aurora. Such consistency in zoning and jurisdiction is essential for clarifying development responsibilities, maintenance of public infrastructure, and the provision of services.

The proposed MU-R zoning aligns well with the existing surrounding zoning and supports the future development goals laid out for the "Urban District" placetype in the Aurora Places Comprehensive Plan.

Seven (7) adjacent property owners and five (5) registered homeowners associations were notified of the rezoning application. No comments were received during the review of the application; therefore, no neighborhood meeting was held.

Testimony Given at the Hearing:

Commissioners Banka, Bush, and Jetchick visited the site.

Rachid Rabbaa, Case Manager, gave a presentation of the item, including the staff recommendation.

Jeanne Boyle, Merrick, representing the applicant, was available for questions.

The Commission did not have any questions for the staff or the applicant.

There was no public comment.

Planning Commission Results

AGENDA ITEM 8a – ZONING MAP AMENDMENT FOR AN INITIAL ZONING TO MU-R

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER BUSH.

RECOMMEND APPROVAL OF THE INITIAL ZONING TO CITY COUNCIL FOR FIRST CREEK DETENTION FACILITY UPSTREAM BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.C, FOR THE FOLLOWING REASONS:

1. THE PROPOSED INITIAL ZONING IS SUPPORTED BY AURORA PLACES AS PART OF THE "URBAN DISTRICT" PLACETYPE AND WILL CONTRIBUTE TO THE ECONOMIC AND FISCAL SUCCESS OF THE CITY.
2. THE PROPOSED INITIAL ZONING WILL HELP FACILITATE DEVELOPMENT OF A STORMWATER DETENTION FACILITY FOR THE CITY AND REGION.
3. THE POTENTIAL SIZE, SCALE AND HEIGHT OF THE PROPOSED INITIAL ZONING TO MU-R ARE COMPATIBLE WITH THE CURRENT IMPACTS ASSOCIATED WITH THE SAME SURROUNDING MU-R ZONING.
4. THE PROPERTY IS CURRENTLY VACANT, THEREFORE THERE IS NO DISLOCATION OF TENANTS OR OCCUPANTS.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

First Creek Detention Facility Upstream of I-70 - Zoning Map Amendment

Project No: DA-2406-00
Public Hearing
City Council
June 23, 2025

Request

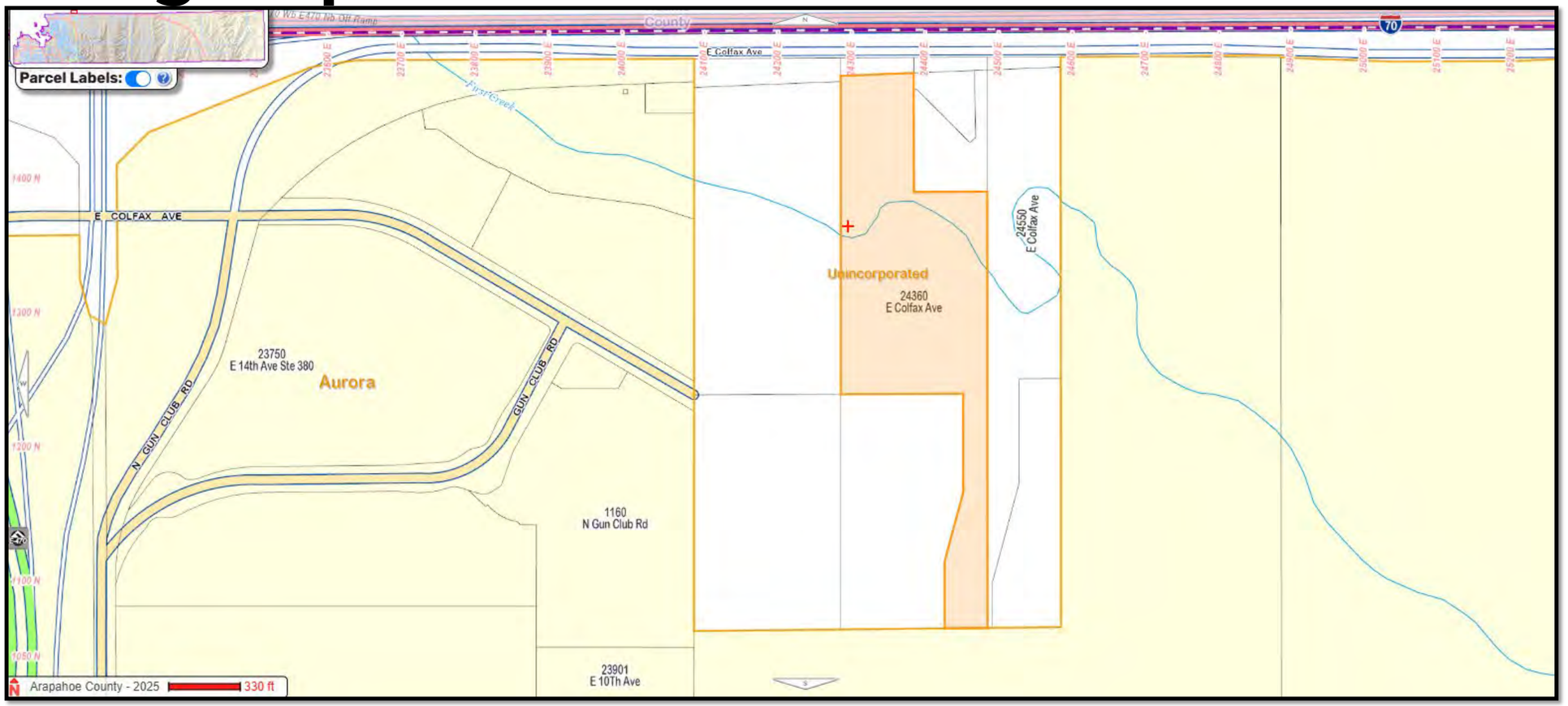
- Initial Zoning (Zoning Map Amendment) to Mixed Use-Regional District (MU-R)



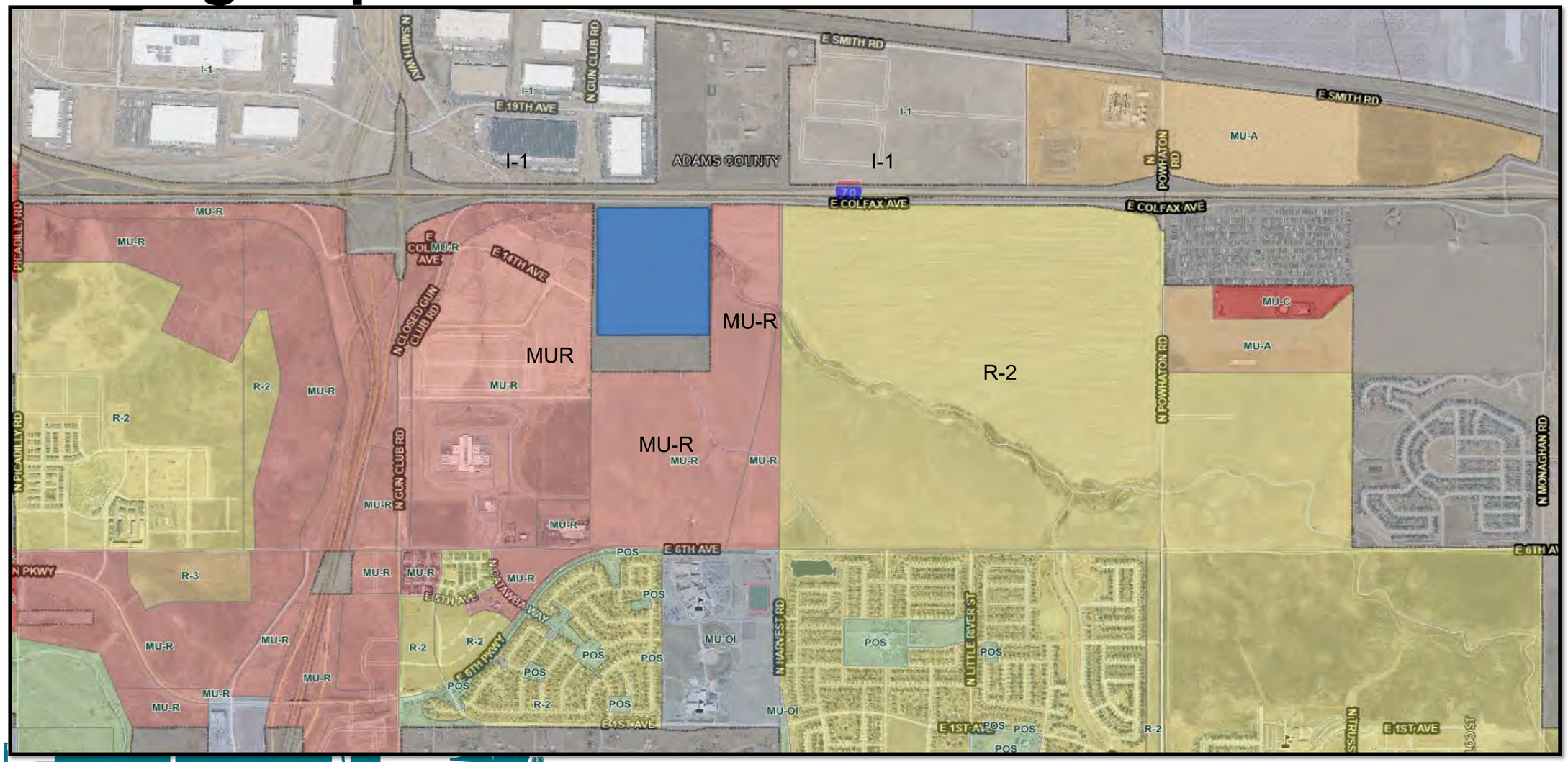
Vicinity Map



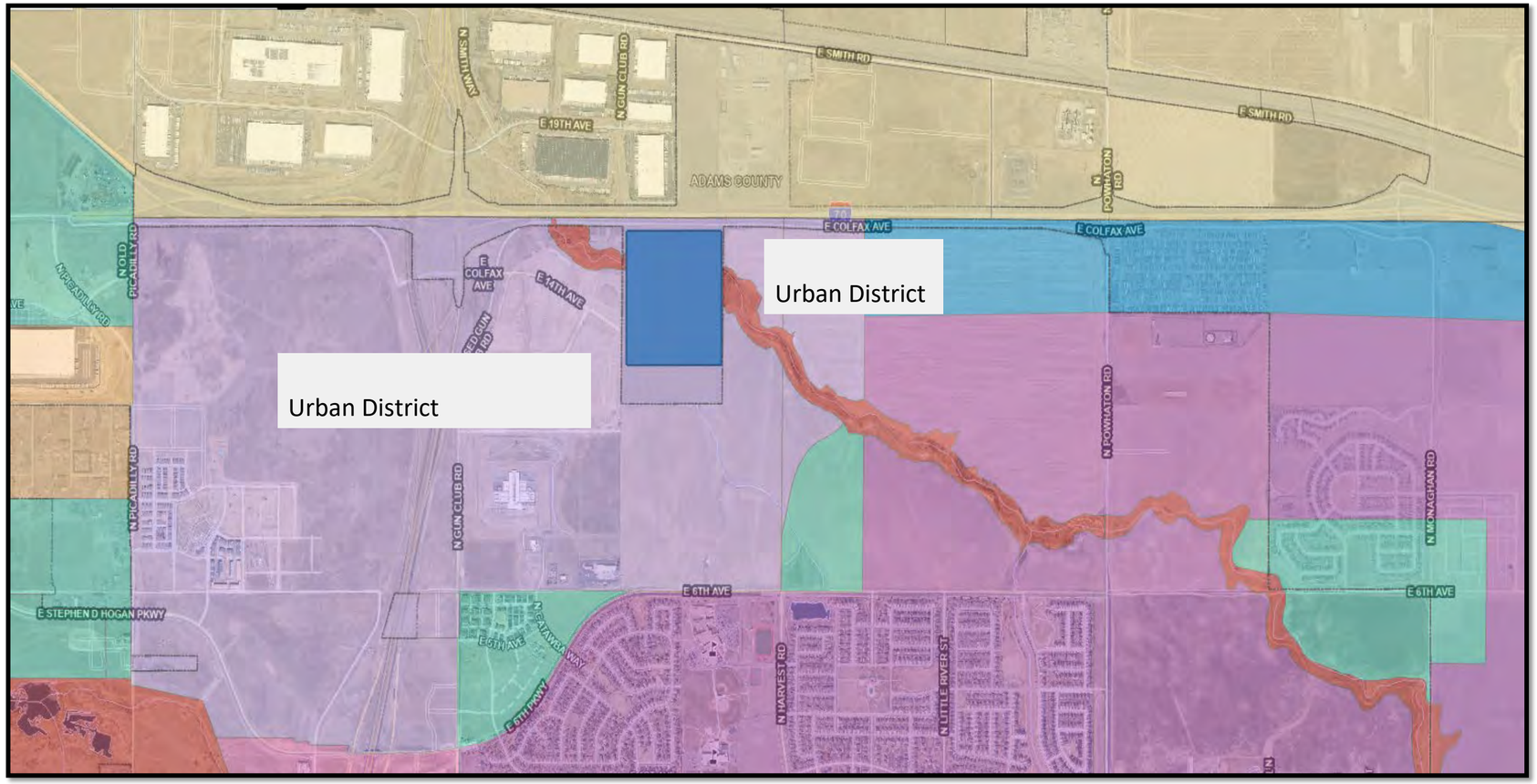
Zoning Map


Parcel Labels:
County
E Colfax Ave
First Creek
E COLFAX AVE
N GUN CLUB RD
GUN CLUB RD
23750
E 14th Ave Ste 380
Aurora
Unincorporated
24360
E Colfax Ave
24550
E Colfax Ave
1160
N Gun Club Rd
23901
E 10th Ave
Arapahoe County - 2025
330 ft

Zoning Map


I-1
E 19TH AVE
N SMITH WAY
N GUN CLUB RD
ADAMS COUNTY
E SMITH RD
MU-A
N POWHATON RD
70
E COLFAX AVE
PICADILLY RD
MU-R
E COLFAX AVE
E 14TH AVE
N CLOSED GUN CLUB RD
MUR
MU-R
MU-C
R-2
N PICADILLY RD
N GUN CLUB RD
N MONAGHAN RD
N PKWY
R-3
E 6TH AVE
E 5TH AVE
N EAWEA WAY
E 6TH PKWY
POS
MU-OI
N HARVEST RD
N LITTLE RIVER ST
E 1ST AVE
N TRUSS ST

Place Type 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.*

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING FOUR CONTIGUOUS PARCELS OF LAND MEASURING 56.5 ACRES, MORE OR LESS, LOCATED SOUTH OF I-70 AND COLFAX AND ABOUT HALF A MILE EAST OF E-470 TO MIXED-USE REGIONAL DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (THE FIRST CREEK DETENTION FACILITY ANNEXATION ZONING MAP AMENDMENT)

WHEREAS, the applicant has requested that approximately 56.5 acres of land, more or less, generally located south of I-70 and Colfax and about half a mile east of E-470 to Mixed-Use Regional District (MU-R); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the initial zoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on May 28, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the zoning of the parcel.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the zoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the property.

Section 2. The parcels, as more particularly described in "Exhibit A," attached hereto and incorporated herein, is hereby zoned Mixed-Use Regional District (MU-C), and the City zoning map is hereby amended in accordance with said zoning.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 6 Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

Lena McClelland RLA
_____
LENA MCCLELLAND, Assistant City Attorney

EXHIBIT A

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed, recorded on July 12, 2016, at Rec. No. D6074304 in the office of the Arapahoe County Clerk and Recorder, a part of that parcel of land described in that Special Warranty Deed, recorded on October 31, 2018, at Rec. No. D8107473 in said office, a part of that parcel of land described in that Special Warranty Deed, recorded on November 28, 2018, at Rec. No. D8116334 in said office, and all of that parcel of land described in that Special Warranty Deed, recorded on October 15, 2021, at Rec. No. E1157157 in said office, being more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43’21”E, a distance of 2631.89 feet);

Thence S00°02’03”W, coincident with the west line of the NE 1/4 of said section, a distance of 248.97 feet to the southwesterly corner of that parcel of land described in that Special Warranty Deed, recorded on May 21, 1996, at Rec. No. A6063059 in said office, said corner being the **Point of Beginning**;

Thence coincident with the boundary of said parcel the following two (2) courses:

1. Thence N87°45'44"E, a distance of 658.59 feet;
2. Thence N00°00'13"E, a distance of 25.02 feet to the southwesterly corner of that parcel of land described as No. TK-91B in that Rule and Order, recorded on August 31, 1998, at Rec. No. A8138245 in said office;

Thence N87°45'44"E, coincident with the southerly line of said parcel, a distance of 328.31 feet to the northwesterly corner of that parcel of land described in Exhibit A in that Quit Claim Deed, recorded on October 21, 2021, at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following five (5) courses:

1. Thence S00°01'05"E, a distance of 74.63 feet;
2. Thence N89°43'21"E, a distance of 16.08 feet;
3. Thence S45°37'31"E, a distance of 329.26 feet;
4. Thence N50°57'15"E, a distance of 34.69 feet;
5. Thence N01°11'49"W, a distance of 293.67 feet to a point on the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 18, 1996, at Rec. No. A6076906 in said office;

Thence N87°45'44"E, coincident with said southerly line and the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 19, 1996, at Rec. No. A6077434 in said office, a distance of 387.05 feet to the northeasterly corner of said parcel of land recorded at Rec. No. D6074304 in said office;

Thence S00°01'52"E, coincident with the easterly line of said parcel, a distance of 1361.73 feet to the northeasterly corner of that parcel of land described in Exhibit C in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

1. Thence S89°43'21"W, a distance of 187.90 feet;
2. Thence S00°01'05"E, a distance of 456.65 feet;
3. Thence S15°28'32"W, a distance of 454.60 feet;
4. Thence S00°01'05"E, a distance of 195.83 feet to a point on the south line of the NE 1/4 of said Section 6;

Thence S89°24'09"W, coincident with said south line, a distance of 211.87 feet to a southerly corner of said parcel of land recorded at Rec. No. E1157157 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

1. Thence N00°01'05"W, a distance of 294.75 feet;
2. Thence N15°28'32"E, a distance of 311.77 feet;
3. Thence N00°01'05"W, a distance of 431.74 feet;
4. Thence S89°43'21"W, a distance of 550.14 feet to the northeasterly corner of that parcel of land described in Exhibit B in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

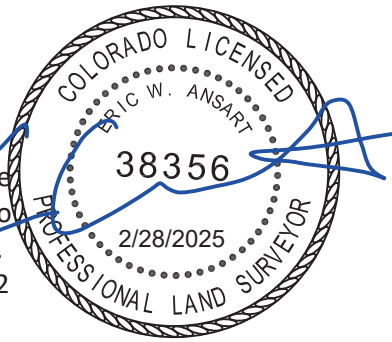
Thence continuing S89°43'21"W, coincident with the northerly line of said parcel, a distance of 658.70 feet to a point on the west line of the NE 1/4 of said Section 6;

Thence N00°02'03"E, coincident with said west line, a distance of 1345.04 feet to the **Point of Beginning**.

Total Perimeter: 8608.01 feet Contiguous Perimeter: 2918.64 feet

Total Area: 2,461,477 square feet (56.508 acres), more or less.

Bearings based on the north line of the NE 1/4 of Section 6, T4S, R65W, 6th P.M., being N89°43’21”E, said bearing being a grid bearing of the NAD 1983(1992) State Plane Coordinate System of Colorado, Central Zone, and all lineal units are represented in US Survey Feet.



Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

CITY OF AURORA
Council Agenda Commentary

Item Title: Fitzsimons Innovation Community General Development Plan Amendment No. 16
Item Initiator: Aja Tibbs, Planning Supervisor, Planning and Business Development
Staff Source/Legal Source: Aja Tibbs, Planning Superviosor, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: Kathleen Fogler, Tryba Architects
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 6/23/2025

2nd Regular Meeting (if applicable): 7/14/2025

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- A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE FITZSIMONS GENERAL DEVELOPMENT PLAN TO ALLOW FOR INCREASED RESIDENTIAL USES (FITZSIMONS GDP AMENDMENT #16)
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 Policy Committee
☐ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as Proposed at Study Session
☐ Information Only
☒ Approve Item as Proposed at Regular Meeting
☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 5/28/2025

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 Fitzsimons Innovation Community General Development Plan, previously known as the Fitzsimons Army Medical Center General Development Plan, was originally approved in 1998 as a framework for the entire 577-acre campus. In the decades to follow, the plan would be amended to remove lands south of E Montview Boulevard and out parcels of land either developed or sold to other entities. The General Development Plan was adopted as a Planned Development district when the new land use code was adopted in 2019.

This GDP amendment request was presented to the Planning Commission at a public hearing on May 28, 2025. Staff and the applicant presented on the item, but no public spoke. The Planning Commission made a unanimous recommendation of approval after the public hearing was closed. The Planning Commission report and meeting minutes have been attached for reference.

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

The applicant, Fitzsimmons Redevelopment Authority, requests approval of the 16th Amendment to the Fitzsimons Innovation Community General Development Plan (GDP). The request is a major amendment to increase residential uses on the campus and to update the impacted planning areas, street, utility, drainage and parks and open space improvements. The GDP is adopted as the official zoning document within the Planned Development (PD) zone district. Except for a few outparcels, it is generally bounded by N. Peoria Street to the west, E. Montview Boulevard to the south, and N. Fitzsimons Parkway to the east and north. It is located within the Urban District Placetype, Subarea A.

The applicant is requesting to increase the residential unit cap from 850 new units to 7,266 new units. Just under 4,000 of the units are proposed in mixed-use planning areas that also allow flexibility for commercial development, while the remaining units are proposed in residential only planning areas (with the option of ground floor commercial uses). In order to ensure the community and infrastructure needs are provided with the use changes, the applicant also proposes an update to the GDP to further refine explicit planning areas and associated triggers for street, utility, drainage, public art and park improvements. Updates to the design guidelines, master traffic study, master utility study and master drainage study are also proposed and under review concurrently with the proposed request.

Staff finds that the proposed amendment is in compliance with the approval criteria applicable to approvals of map and text changes for PD zone districts as outlined in Section 146-5.4.1.C.3.c. of the Unified Development Ordinance, and proposes development consistent with the intent of the Urban District Placetype. Please note that there are still minor outstanding technical comments on the GDP document and associated master studies. Staff recommends that the request be approved with the condition that these items be resolved prior to recordation of the final GDP amendment.

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

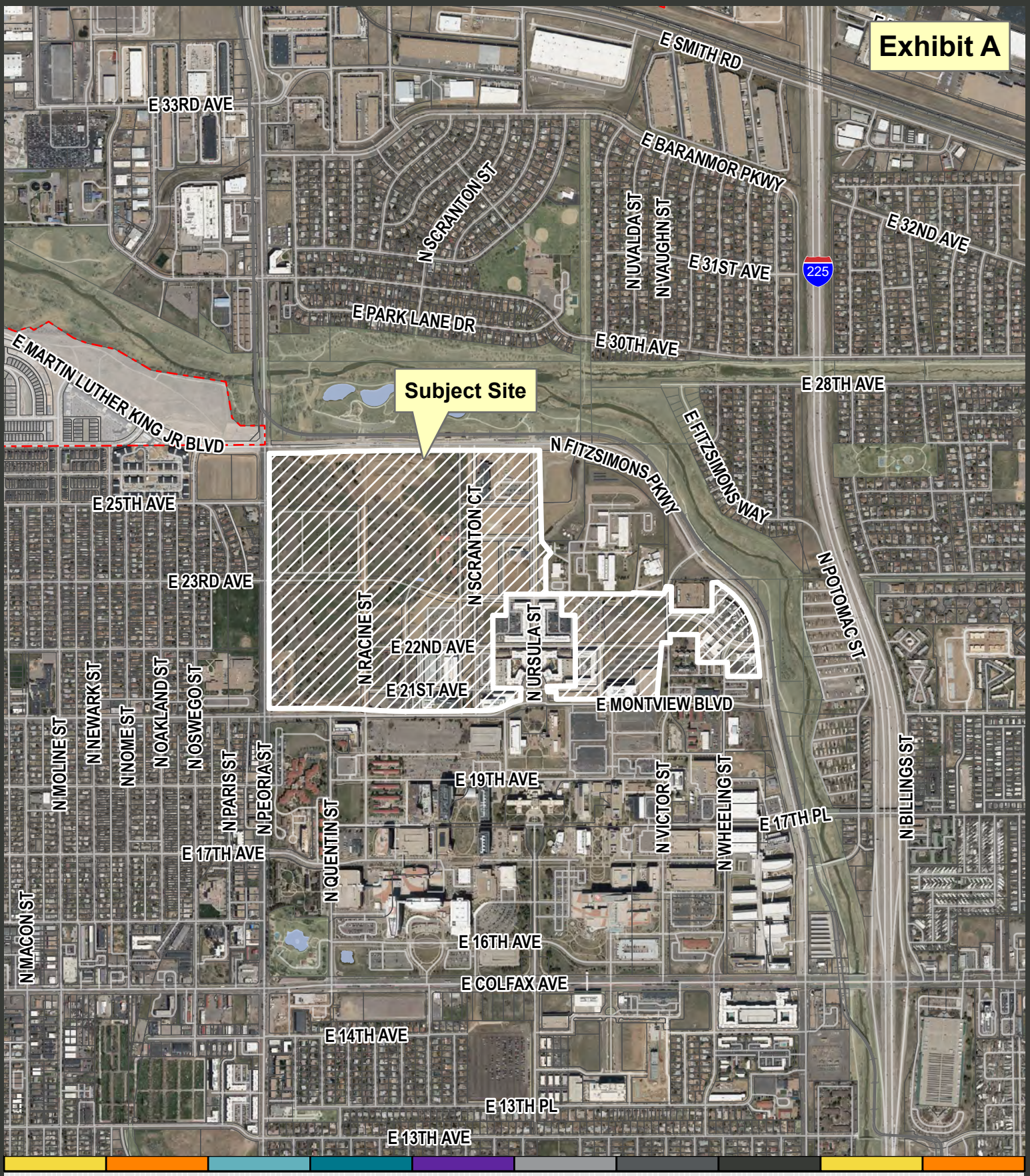
Does the City Council wish to approve, at first reading, an ordinance for a map and text change (zoning map amendment) to the Fitzsimons Innovation Community General Development Plan Amendment No. 16. with the condition that the remaining technical corrections be made prior to recordation of the amended GDP?

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)

In addition to meeting the criteria for zoning map and UDO text amendments, an application for approval of rezoning to a PD zone district shall only be recommended if the Planning Director and the Planning and Zoning Commission find that the following criteria have been met, and shall only be approved if City Council finds the following criteria have been met i. The proposed PD is required because of changed conditions or circumstances on the property or in the surrounding area; and (a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and (b) The applicant has demonstrated that the proposed initial zoning or rezoning is compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and ii. Any portion of PD zone district to be occupied by single-family detached or single-family attached dwellings shall be divided into blocks with a dimension of no larger than 330 feet by 660 feet with each such block divided from other blocks by local, collector, or arterial streets or freeways; and iii. Any portion of the PD zone district to be occupied by multifamily, mixed-

use, or industrial development shall provide a greater level of internal connectivity and connectivity to surrounding developments than would be required by Section 146-4.5 (Access and Connectivity) if the project were not being developed in a PD zone district; and iv. When scored against the criteria in Table 4.8-2 (Scoring System for Architectural Features), each single-family detached and single-family attached structure in the PD zone district shall achieve a higher score than would be required if the project were not being developed in a PD zone district; and v. Each multifamily, mixed-use, or industrial primary structure in the PD zone district shall provide a greater level of design quality than would be required by Section 146-4.8 (Building Design Standards) if the project were not being developed in a PD zone district; and vi. The PD includes private common spaces that include recreational or community amenities, public art, and/or outdoor gathering spaces for the project residents, occupants and users that exceed those that would be required if the project were not being developed in a PD zone district; vii. Any lands designed for public park and school sites in the PD zone districts meet the criteria for location of those types of lands in Sections 146-4.3.17 (Parks and Open Space) and 146-4.3.18 (School, Park, and Other Lands for Public Facilities) and any required park and open space lands are designed to connect with similar lands developed or designated on property adjacent to the proposed PD zone district to the maximum extent practicable. (McClelland)



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.1 0.2

City of Aurora, Colorado

Fitzsimons Innovation Campus
GDP Amendment #16

Case Number: 1998-2011-16
Development Application: #1233-55

5/19/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

TRYBA ARCHITECTS
1620 Logan Street
Denver Colorado 80203
303:831.4010

27 November 2024

Fitzsimons GDP Amendment No 16 **Letter of Introduction**
DA-1233-55

Dear City of Aurora Reviewers,

Tryba Architects (Tryba) is pleased to submit the General Development Plan (GDP) Amendment No. 16, along with the Master Traffic Impact Study (MTIS), Master Drainage Study (MDS), and Master Utility Study (MUS) amendments, for the City of Aurora's review on behalf of the Fitzsimons Redevelopment Authority (FRA) as the selected Master Plan consultant.

The FRA site spans 184 acres, located north of the CU Anschutz Medical Campus and south of Sand Creek Park. This area is being developed into a high-density, mixed-use innovation community, poised to catalyze growth for the City of Aurora and the greater Front Range area. The site is bounded by Peoria Street to the west, Montview Boulevard to the south, and Fitzsimons Parkway to the north and east. It is served by RTD Fitzsimons Station to the north and RTD Colfax Station at the southeast corner of the CU Anschutz Medical Campus. Surrounding the site are over 250 acres of open space, including the CU Anschutz Campus Quads, Sand Creek Park, and the Toll Gate Creek Greenway.

The amended GDP and Technical Reports reflect an increase in overall density within the FRA, from 6.56 million gross square feet (GSF) in the previous GDP to 17.40 million GSF, aligning with the Urban District placetype defined in the City of Aurora Comprehensive Plan, effective October 27, 2018. The maximum residential density has increased from 850 units to 7,266 units, supporting planned uses such as office, commercial, research, and institutional/civic, creating an active multi-use life science community. The open space strategy features a network of linear parks connecting Sand Creek Park to the CU campus and urban-scale parks that provide amenities for residents of the FIC and Aurora. Linear parks incorporate water quality streetscapes that combine open space with major basin drainage requirements, supporting mobility and defining the campus' character. The proposed open space system delivers 41.2% of the open space typically required by suburban developments and integrates with surrounding resources like Sand Creek Park. Development will comply with Section 146-5.4.1.C.3.c. of the City of Aurora Unified Development Ordinance, emphasizing private common spaces, connectivity, and will be enforced through the Urban Design Guidelines.

The Urban Design Guidelines serve as a framework for guiding development within the FRA and are referenced by the City of Aurora during proposed project reviews. These existing guidelines will form the basis for review but will be updated in collaboration with the FRA Design Review Board as the GDP and Technical Reports progress through the City of Aurora approval process.

We look forward to continued collaboration with the City of Aurora as we work towards creating an urban district characterized by innovative research, high-quality living, and anchoring institutions that will attract users to both the FRA and the City of Aurora.

_____ _____
Kathleen Fogler, AIA *Date*
Principal, Tryba Architects

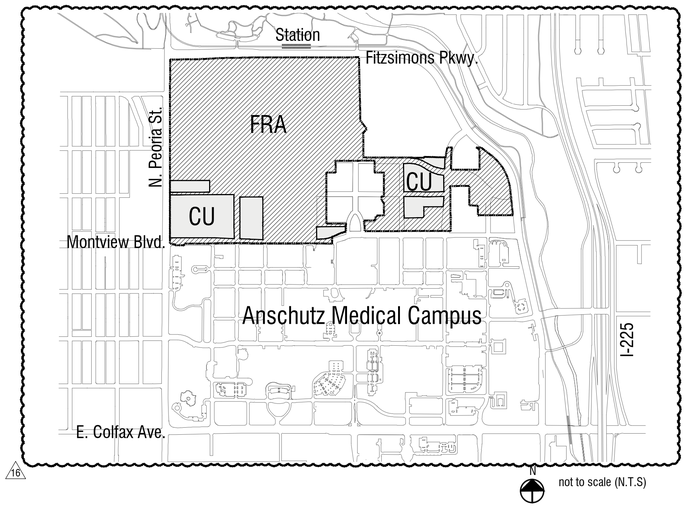
EXHIBIT C

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO

VICINITY MAP ::



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PROJECT OVERVIEW AND GENERAL OBJECTIVE ::

The site is bound by N. Peoria Street, Montview Boulevard and Fitzsimons Parkway. This 184 acre site was part of the original 578 acre Fitzsimons Army Medical Center that closed in 1999. At that time, a majority of the land was conveyed to the University of Colorado and the Fitzsimons Redevelopment Authority.

This document amends the original GDP covering 184 acres. The proposed changes address the mix of uses and site framework in response to the Light Rail Station along Fitzsimons Parkway, surrounding Regional Open Space, and the evolving dynamics of research and bioscience-focused urban mixed-use areas.

The proposed uses align with the Aurora Comprehensive Plan and the Fitzsimons Station Area Plan, which have identified the site as an Urban Mixed-Use District and an emerging science, technology, and innovation hub that will serve as a central industry hub for the Rocky Mountain Region.

The goal of the Planned Development-Mixed Use (PD-MU) zone district is to incorporate innovative urban design and land development practices to enhance the health, safety, and general welfare of the city's residents. This zone is intended to provide the City and landowner/developer with the essential information to make informed decisions about future development and services. The district is designed to support a high-quality mixed-use innovation and employment center, bolstered by high-density residential and commercial areas.

VISION STATEMENT ::

The Fitzsimons Innovation Community (FIC) is designed to become Colorado's premier Innovation Mixed-Use Campus, drawing both biomedical and non-biomedical innovators. The Fitzsimons Redevelopment Authority (FRA) understands that to attract the world's top innovators, the physical design and amenities of the campus must embody the values and culture of those it aims to support. An innovation campus differs significantly from traditional real estate developments, with a focus on fostering creativity and collaboration. The goal is to create a unique urban mixed-use research and office campus that will draw biomedical and other research companies, leveraging the proximity to the Anschutz Medical Campus. At its core, the campus will feature cutting-edge office and research spaces, while retail and residential areas will be thoughtfully integrated, strategically placed adjacent to the park network, regional open space and Light Rail Transit Station.

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GENERAL NOTES ::

1. Traffic Control Devices for streets within the development will meet MUTCD standards.
2. Street cross-sections are intended to be provided as indicated in the future Infrastructure Master Plan(IMP).
3. Proposed streets shown on Sheet 5 will be public streets.
4. Intersections are designed for full movement traffic unless otherwise noted on the plan.
5. An Intergovernmental Agreement (IGA) will address maintenance and operational issues associated with snow removal from streets and multi-use paths, street sweeping and parking management, as well as maintenance, installation and revenue collection for parking meters.
6. Right-of-way will be dedicated as individual roadway corridors are designated and constructed.
7. Streetlights must be constructed along all public streets per City Code.
8. The owner, developer and/or contractors will notify the City if archeological artifacts are uncovered during construction.
9. No subdivision plan shall be approved prior to the City's approval of the preliminary Drainage Plan. In the event that any plan conflicts with the GDP, the Preliminary Drainage Plan, as approved by the City, shall govern. Drainage ponds, drop structures and other facilities are subject to Site Plan review.
10. The GDP and associated Site Plans may be amended administratively. Application for a GDP amendment and Site Plan may be filed, processed, and scheduled concurrently for staff review if required. Refer to Sheet 10 for detailed process.
11. The roadway systems are conceptually located to provide access to the site. Final alignments, access and design will be determined at the time of Site Plan review, and may be subject to reimbursement agreements as determined by the City to require other property owners to contribute for infrastructure that will benefit them, and shall adhere to this GDP to the extent that is reasonable and possible.
12. Fire Department Access. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds. Fire department access is required to within 150 feet of all exterior portions of the structure.
13. 26 feet wide, typical. minimum paved surface shall be provided every 150 feet of road length for emergency vehicle set-up. Reference City of Aurora Roadway Design Manual Detail S23.1. Typical.

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14. In circumstances where appropriateness or applicability of a GDP Standard or FIC Design Guideline is in question, the intent will provide additional direction.
15. Fitzsimons Innovation Community Design Guidelines are referenced by this GDP.
16. All interested parties are hereby alerted that the General Amendment Plan is subject to administrative changes as initiated by the FRA and as shown on the most current General Development Plan on file in the Aurora City Planning Office at the Municipal Building. A copy of the official current development plan may be obtained here.
17. The amended GDP is the FRA's master plan design for the campus area north of E Montview Blvd, parcels owned by the University of Colorado may or may not be developed in compliance with the GDP.

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GENERAL DEVELOPMENT PLAN NOTES ::

1. ON-SITE AND OFF-SITE INFRASTRUCTURE REQUIREMENTS:
The developer is responsible for construction of all on-site and off-site infrastructure needed to establish two points of emergency access to the overall site and each internal phase of construction. This requirement includes, but is not limited to, the construction of any emergency crossings improvements, looped water supply and fire hydrants as required by the adopted fire code and city ordinances.

2. TEMPORARY FIRE STATION REQUIREMENTS:
In the event that a permanent fire station is not operational, the Aurora Fire Department may require that a temporary fire station be opened when, as a result of the department's risk analysis, such temporary station is deemed necessary by any one of the following benchmark criteria. Criteria include, but may not be limited to, the following:

- The number of alarms in the first due area, for the projected fire station, exceeds an annual rate of 100 per year.
- The total response time of the first due company exceeds 8 minutes, 90% of the time.
- The number of family dwelling units exceeds 100 or the amount of commercial/industrial square footage exceeds 2 million square feet.

If and when a temporary station is deemed necessary, the developer has agreed to provide a 1 ¾ acre site for a temporary fire station within close proximity to future development sites. This site would be separate from the site designated for the permanent station. The temporary fire station will be available for use by the Aurora Fire Department for 10 years, or as otherwise determined by an agreement between the Aurora Fire Department and the developer(s).

3. PERMANENT FIRE STATION REQUIREMENTS:

The Aurora Fire Department may require that a permanent station be opened when, as a result of the department's risk analysis, such permanent station is deemed necessary by any one of the following benchmark criteria. Criteria include, but may not be limited to, the following:

- The number of total responses in the first due area, for the projected fire station, exceeds an annual rate of 400 per year.
- The total response time of the first due company exceeds 8 minutes 90% of the time, and the response time of the next due engine company, truck company and battalion chief exceeds 12 minutes 90% of the time.
- The number of single family units exceeds 500, or the amount of commercial/industrial square footage exceeds 4 million square feet.

4. WHELEN WARNING SYSTEM REQUIREMENTS:

The FEMA requirement for outdoor emergency warning systems is a 60-70 foot monopole tower using an alert siren. The City of Aurora uses the whelen siren system. The land requirement for the tower is a 10' x 10' easement. Each siren covers approximately 3,000 radial feet at 70 decibels and is typically spaced one siren per square mile. In newly annexed/developing areas of the city, sirens should be sited on every ½ section of ground (320 acres) or 6000 feet apart to provide edge to edge coverage. The exact placement of sirens will be determined by the City of Aurora's Office of Emergency Management and coordinated with FRA to insure that coordinated coverage is provided on a system-wide basis.

SIGNATURE BLOCK ::

CITY
The foregoing instrument was acknowledged before me this ___ day of ___ AD 2020 by:

Witness my hand and official seal

_____ (Notary Public) Notary Seal:
My commission expires _____ Notary/Busn. address:

CITY OF AURORA APPROVALS:

City Attorney: _____ Date: _____

Planning Director: _____ Date: _____

Planning Commission: _____ Date: _____
(Chairperson)

City Council: _____ Date: _____
(Mayor)

Attest: _____ Date: _____
(City Clerk)

RECORDER'S CERTIFICATE
Accepted for filing in the office of the Clerk and Recorder of Adams County, Colorado at ___ o'clock ___ M, This ___ day of ___ AD, 2020.

Clerk and Recorder: _____ Deputy: _____

OWNER
This General Development Plan and any amendments hereto, upon approval by the City of Aurora and recording, shall be binding upon the applicants, their successors and assigns. The plan shall restrict and limit all development within the Planned Development Zone District to all conditions and limitations set forth herein.

In witness thereof _____
(Kelly Brough, President and CEO of FRA)

has caused these presents to be executed this ___ day of ___ AD 2020.

By: _____ (Principals or Owners)

NOTARIAL: Corporate Seal:

STATE OF COLORADO)SS
COUNTY OF ADAMS)

AMENDMENTS

10.23.2017 Minor Amendment 6: Revise alignment of 23rd Ave and Scranton Parkway.

07.07.2020 Major Amendment 9: Update land use table to allow interim parking as a conditional use.

13 14 15 Minor Amendments to update master utility, drainage, and traffic studies.

08.07.2024 Major Amendment 16: Updated the GDP Boundary, land uses, and increased the residential unit cap. Expanded residential planning areas for higher-density, mixed-use development. Revised park space network to meet requirements for proposed density, streets, and drainage. Defined the necessary infrastructure within PIP areas to support development parcels. Added Form J Matrix outlining park amenities.

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SHEET 7:	PROPOSED PERMITTED USES	SHEET 19:	P.I.P. SUB AREA ENLARGEMENT PLANS
SHEET 8:	ROADWAY DESIGNATION PLAN	SHEET 20:	P.I.P. SUB AREA ENLARGEMENT PLANS
SHEET 9:	PARK NETWORK, PEDESTRIAN AND BICYCLE PLAN	SHEET 21:	FORM J: PARKS, RECREATION AND OPEN SPACE MATRIX
SHEET 10:	GENERAL DEVELOPMENT CRITERIA	SHEET 22:	DRAINAGE PLAN
SHEET 11:	GENERAL DEVELOPMENT CRITERIA	SHEET 23:	OVERALL UTILITY PLAN
SHEET 12:	GENERAL DEVELOPMENT CRITERIA		

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TRYBA ARCHITECTS
1620 Logan Street
Denver, Colorado 80203
303.831.4010

FITZSIMONS INNOVATION COMMUNITY
Location
AURORA, COLORADO

Consultants:

Applicant
Fitzsimons Redevelopment Authority
12635 E. Montview Blvd. Suite 100
Aurora, CO
t. (720) 859.4100

Civil Engineer
MATRIX Design Group
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Traffic Engineer
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Issue Record:

10.02.2015	Submittal 1
01.29.2016	Submittal 2
03.15.2016	Submittal 3
07.14.2016	Final submittal
10.17.2016	Mylar Set
10.23.2017	Minor amendment
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11.27.2024	Major amendment submittal 4

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Proj. #: 2328
Drawn: R.S.
Checked: K.D.F.

COVER SHEET & INTRODUCTION

SHEET 1 OF 23

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO

LEGAL DESCRIPTION ::

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER AND THE NORTH ONE-HALF OF SECTION 36 TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA. ADAMS COUNTY COLORADO, MORE PARTICULARLY DESCRIBED AS. FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 36, FROM WHICH THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 36 BEARS SOUTH 89°40'29" EAST; THENCE SOUTH 89°40'29" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 42.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF PEORIA STREET, AS DESCRIBED IN BOOK 1823 AT PAGE 889 IN THE PUBLIC RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER; THENCE SOUTH 00°29'24" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 83.54 FEET TO THE **POINT OF BEGINNING** ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF FITZSIMONS PARKWAY, AS DESCRIBED IN THE QUIT CLAIM DEED AT INSTRUMENT NO. 20050307000227600 IN SAID PUBLIC RECORDS;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID FITZSIMONS PARKWAY, FORMERLY KNOW AS SAND CREEK PARKWAY, THE FOLLOWING SEVEN (7) COURSES:

1. THENCE SOUTH 89°40'29" EAST A DISTANCE OF 245.94 FEET TO THE POINT OF CURVE TO THE LEFT;
2. THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03°37'28", A RADIUS OF 5063.50 FEET AND A CHORD WHICH BEARS NORTH 88°30'47" EAST, AN ARC DISTANCE OF 320.31 FEET TO THE POINT OF REVERSE CURVE;
3. THENCE EASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°37'28", A RADIUS OF 4936.50 FEET AND A CHORD WHICH BEARS NORTH 88°30'47" EAST, AN ARC DISTANCE OF 312.28 FEET TO THE POINT OF TANGENT;
4. THENCE SOUTH 89°40'29" EAST, ALONG THE TANGENT LINE, A DISTANCE OF 76.01 FEET;
5. THENCE NORTH 88°24" 59" EAST A DISTANCE OF 150.08 FEET;
6. THENCE SOUTH 89°40'29" EAST A DISTANCE OF 577.39 FEET TO THE WESTERLY LINE OF PARCEL "T-1" AS DESCRIBED AT RECEPTION NO. C1223585 IN SAID PUBLIC RECORDS;
7. THENCE CONTINUE SOUTH 89°40'29" EAST A DISTANCE OF 930.19 FEET;

THENCE SOUTH 00° 00' 00" WEST A DISTANCE OF 1252.16 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL "AA", AS DESCRIBED AT RECEPTION NO. C1134431 IN SAID PUBLIC RECORDS, SAID POINT ALSO BEING ON A 117.72 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 18°26'50" WEST;

THENCE ALONG THE NORTHERLY LINES OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:

1. THENCE SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 73°25'34", A RADIUS OF 117.72 FEET AND A CHORD WHICH BEARS SOUTH 34° 50' 23" EAST, AN ARC DISTANCE OF 150.86 FEET;
2. THENCE SOUTH 00°26'49" WEST, ALONG THE NON-TANGENT LINE, A DISTANCE OF 33.15 FEET;
3. THENCE SOUTH 89°09'05" EAST A DISTANCE OF 563.73 FEET;
4. THENCE SOUTH 89°34'53" EAST A DISTANCE OF 181.02 FEET TO THE NORTHWEST CORNER OF PARCEL "AA-1", AS DESCRIBED AT RECEPTION NO. C0778556 IN SAID PUBLIC RECORDS;

THENCE CONTINUING SOUTH 89°34'53" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL "AA-1" A DISTANCE OF 100.52 FEET;

THENCE NORTH 15°18'44" EAST, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 12.07 FEET TO THE SOUTHWEST CORNER OF PARCEL "Z" AS DESCRIBED AT RECEPTION NO. C0893076 IN SAID PUBLIC RECORDS;

THENCE SOUTH 88°13'07" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "Z", A DISTANCE OF 303.49 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "Z";

THENCE NORTH 01°02'44" EAST, ALONG THE EAST LINE OF SAID PARCEL "Z" A DISTANCE OF 34.59 FEET TO A POINT OF NON-TANGENT CURVE;

THENCE NORTHERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 14°00'05", A RADIUS OF 431.00 FEET AND A CHORD WHICH BEARS NORTH 11°44'35" EAST, AN ARC DISTANCE OF 105.32 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 36 EXTENDED WESTERLY;

THENCE SOUTH 89°45'11" EAST, ALONG SAID NORTH LINE AND ITS EXTENSION, A DISTANCE OF 68.24 FEET TO THE NORTHWEST CORNER OF FITZSIMONS ELECTRIC SUBSTATION SUBDIVISION FILING NO. 1;

THENCE ALONG THE BOUNDARY LINES OF SAID FITZSIMONS ELECTRIC SUBSTATION SUBDIVISION FILING NO. 1 THE FOLLOWING FIVE (5) COURSES:

1. THENCE SOUTHERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°53'56", A RADIUS OF 359.00 FEET AND A CHORD WHICH BEARS SOUTH 08°59'42" WEST AN ARC DISTANCE OF 99.62 FEET TO THE POINT OF TANGENT;
2. THENCE SOUTH 01°02'44" WEST, ALONG SAID TANGENT LINE, A DISTANCE OF 211.40 FEET;
3. THENCE SOUTH 89°45'03" EAST A DISTANCE OF 400.39 FEET;
4. THENCE NORTH 00°14'57" EAST A DISTANCE OF 275.78 FEET;
5. THENCE NORTH 52°05'56" WEST A DISTANCE OF 55.25 FEET TO SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER ;

THENCE SOUTH 89°45'11" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 64.44 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID FITZSIMONS PARKWAY;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID FITZSIMONS PARKWAY THE FOLLOWING THREE (3) COURSES:

1. THENCE SOUTH 51°55'06" EAST A DISTANCE OF 183.48 FEET TO THE POINT OF CURVE;
2. THENCE SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 46°20'37", A RADIUS OF 681.50 FEET AND A CHORD WHICH BEARS SOUTH 28°44'48" EAST AN ARC DISTANCE OF 551.23 FEET TO THE POINT OF TANGENT;
3. THENCE SOUTH 05°34'29" EAST, ALONG THE TANGENT LINE A DISTANCE OF 370.76 FEET TO THE NORTH LINE OF PARCEL "N", AS DESCRIBED IN BOOK 6362 AT PAGE 295 IN SAID PUBLIC RECORDS;

THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL "N" THE FOLLOWING FIVE (5) COURSES:

1. THENCE NORTH 89°39'24" WEST A DISTANCE OF 405.17 FEET TO THE PIN AND CAP, L.S. #16112, ON THE WEST BACK OF CURB OF WHEELING STREET, WHENCE THE EAST ONE-QUARTER CORNER BEARS SOUTH 65°44'59" EAST A DISTANCE OF 913.09 FEET;
2. THENCE CONTINUING NORTH 89°39'24" WEST A DISTANCE OF 447.14 FEET TO THE POINT OF NON-TANGENT CURVE;
3. THENCE SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 97°21'46", A RADIUS OF 18.46 FEET AND A CHORD WHICH BEARS SOUTH 43°30'39" WEST, AN ARC DISTANCE OF 31.37 FEET;
4. THENCE SOUTH 00°22'06" WEST, ALONG THE NON-TANGENT LINE, A DISTANCE OF 218.78 FEET;
5. THENCE SOUTH 14°02'41" EAST A DISTANCE OF 38.46 FEET TO THE NORTH LINE OF PARCEL "U", AS DESCRIBED AT RECEPTION NO. C0766T55;

THENCE ALONG THE NORTH LINES OF SAID PARCEL "U" THE FOLLOWING FOUR (4) COURSES;

1. THENCE NORTH 89°31'30" WEST A DISTANCE OF 48.30 FEET;
2. THENCE NORTH 89°50'17" WEST A DISTANCE OF 466.95 FEET;
3. THENCE SOUTH 87°47'03" WEST A DISTANCE OF 124.50 FEET;
4. THENCE NORTH 89°46'01" WEST A DISTANCE OF 537.37 FEET;

THENCE NORTH 00°10'11" EAST A DISTANCE OF 28.59 FEET;

THENCE NORTH 89° 51'00" WEST A DISTANCE OF 33.76 FEET TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND RECORDED AT RECEPTION NO. 20060609000590530 AND THE SOUTHERLY EXTENSION OF THE WEST LINE OF COLORADO SCIENCE AND TECHNOLOGY PARK AT FITZSIMONS FILING NO. 2 RECORDED AT RECEPTION NO. 2008000071413;

THENCE NORTH 00° 10' 25" EAST, ALONG SAID EASTERLY LINE AND SOUTHERLY EXTENSION, A DISTANCE OF 95.54 FEET TO THE POINT OF NON-TANGENT CURVE;

THENCE NORTHERLY, ALONG THE EXTERIOR OF SAID COLORADO SCIENCE AND TECHNOLOGY PARK AT FITZSIMONS FILING NO. 2 AND NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°17'23", A RADIUS OF 340.00 FEET AND A CHORD WHICH BEARS NORTH 07°21'48" WEST, AN ARC DISTANCE OF 90.73 FEET TO THE COMMON LINE OF COLORADO SCIENCE AND TECHNOLOGY PARK AT FITZSIMONS FILING NO. 2 AND THE SQUARE AT FITZSIMONS SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2006001005834; THENCE SOUTH 89°43' 06" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 283.03 FEET;

THENCE NORTH 00°16'54" EAST, ALONG SAID COMMON LINE AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 404.00 FEET;

THENCE ALONG THE EXTERIOR OF THE SQUARE AT FITZSIMONS SUBDIVISION FILING NO. 2 RECORDED AT RECEPTION NO. 2011000046376 THE FOLLOWING 7 COURSES;

1. THENCE CONTINUE NORTH 00°16'54" EAST, A DISTANCE OF 268.00 FEET;
2. THENCE NORTH 89°43'06" WEST A DISTANCE OF 130.00 FEET;
3. THENCE NORTH 00°16'54" EAST A DISTANCE OF 165.00 FEET;
4. THENCE NORTH 89°43'06" WEST A DISTANCE OF 544.00 FEET;
5. THENCE SOUTH 00°16'54" WEST A DISTANCE OF 165.00 FEET;
6. THENCE NORTH 89°43'06" WEST A DISTANCE OF 130.00 FEET;
7. THENCE SOUTH 00°16'54" WEST A DISTANCE OF 268.00 FEET;

THENCE CONTINUE SOUTH 00°16' 54" WEST A DISTANCE OF 2.00 FEET TO THE NORTHEAST CORNER COLORADO SCIENCE AND TECHNOLOGY PARK AT FITZSIMONS FILING NO. 4 RECORDED AT RECEPTION NO. 2013000105991;

THENCE CONTINUE SOUTH 00°16' 54" WEST, ALONG THE EAST LINE OF SAID COLORADO SCIENCE AND TECHNOLOGY PARK AT FITZSIMONS FILING NO. 4, A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF PREVIOUSLY CITED COLORADO SCIENCE AND TECHNOLOGY PARK AT FITZSIMONS FILING NO. 1;

THENCE ALONG THE COMMON LINE OF SAID COLORADO SCIENCE AND TECHNOLOGY PARK AT FITZSIMONS FILING NO. 4 AND THE SAID THE SQUARE AT FITZSIMONS SUBDIVISION FILING NO. 1 THE FOLLOWING 2 COURSES;

1. THENCE CONTINUE SOUTH 00°16' 54" WEST A DISTANCE OF 409.00 FEET;
2. THENCE SOUTH 89°43'06" EAST A DISTANCE OF 274.65 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AT RECEPTION NO.20060609000590530 AND A 340.00 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 81°19'13" EAST;

EXHIBIT C

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FITZSIMONS INNOVATION COMMUNITY
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Drawn: R.S.
Checked: K.D.F.

LEGAL DESCRIPTION

SHEET 2 OF 23

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO

LEGAL DESCRIPTION CONTINUED ::

THENCE ALONG THE EXTERIOR OF SAID PARCEL OF LAND AND THE COLORADO SCIENCE AND TECHNOLOGY PARK AT FITZSIMONS FILING NO. 4 THE FOLLOWING 5 COURSES;

1. THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 49.84 FEET, THROUGH A CENTRAL ANGLE OF 08°23'54";
2. THENCE NON-TANGENT FROM SAID CURVE, SOUTH 00°10'25" WEST, A DISTANCE OF 66.24 FEET TO THE BEGINNING OF A 489.45 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 12°01'39" EAST;
3. THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 114.84 FEET THROUGH A CENTRAL ANGLE OF 13°26'36" TO THE BEGINNING OF A 4299.70 FOOT RADIUS REVERSE CURVE WHOSE CENTER BEARS NORTH 23°42'02" WEST;
4. THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 93.01 FEET THROUGH A CENTRAL ANGLE OF 01°14'22" TO THE SOUTHWEST LINE OF SAID LOT 1 BLOCK 1 OF BIOSCIENCE PARK CENTER SUBDIVISION FILING NO. 1;
5. THENCE CONTINUING ALONG SAID 4299.70 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 20.18 FEET THROUGH A CENTRAL ANGLE OF 00°16'08";

THENCE ALONG THE EXTERIOR OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NO.20060609000590530 THE FOLLOWING 5 COURSES;

1. THENCE SOUTH 20°33'12" EAST A DISTANCE OF 47.61 FEET;
2. THENCE SOUTH 00°16'42" WEST A DISTANCE OF 37.14 FEET;
3. THENCE NORTH 60°11'54" EAST A DISTANCE OF 32.14 FEET TO A POINT OF NON-TANGENT CURVE;
4. THENCE NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 8°34'13", A RADIUS OF 452.25 FEET AND A CHORD WHICH BEARS NORTH 66°13'46" EAST, AN ARC DISTANCE OF 67.65 FEET TO A POINT OF REVERSE CURVATURE;
5. THENCE NORTHEASTERLY, ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 23°53'07", A RADIUS OF 397.75 FEET AND A CHORD WHICH BEARS NORTH 73°53'13" EAST, AN ARC DISTANCE OF 165.81 FEET TO A POINT ON A NON-TANGENT 59.77 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 40°51'07" EAST SAID POINT BEING ON THE EXTERIOR OF THAT CERTAIN PARCEL OF LAND DESCRIBED AT RECEPTION NO. 20050201000106000 IN SAID PUBLIC RECORDS;

THENCE ALONG THE EXTERIOR OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES;

1. THENCE SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°42'49", A RADIUS OF 59.77 FEET AND A CHORD WHICH BEARS SOUTH 37°47'29" WEST, AN ARC DISTANCE OF 23.69 FEET TO A POINT OF A COMPOUND 19.61 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTHEASTERLY;
2. THENCE SOUTHWESTERLY, ALONG SAID COMPOUND CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 26°11'18", A RADIUS OF 19.61 FEET AND A CHORD WHICH BEARS SOUTH 13°21'01" WEST, AN ARC DISTANCE OF 8.96 FEET;
3. THENCE SOUTH 00°13'45" WEST A DISTANCE OF 64.96 FEET;
4. THENCE NORTH 89°47'50" WEST A DISTANCE OF 63.28 FEET TO THE NORTH LINE OF SAID PARCEL "U";

THENCE CONTINUE NORTH 89°47'50" WEST, ALONG THE NORTH LINE OF SAID PARCEL "U", A DISTANCE OF 166.17 FEET TO THE SOUTHEAST CORNER OF SAID BIOSCIENCE PARK CENTER SUBDIVISION FILING NO. 1;

THENCE NORTH 89°47'55" WEST, ALONG THE SOUTH LINE OF SAID BIOSCIENCE PARK CENTER SUBDIVISION FILING NO. 1, A DISTANCE OF 233.24 FEET;

THENCE NORTH 89°48'23" WEST A DISTANCE OF 554.79 FEET;

THENCE NORTH 89°49'46" WEST A DISTANCE OF 783.89 FEET;

THENCE SOUTH 88°03'52" WEST A DISTANCE OF 199.87 FEET TO A NON-TANGENT 106.57 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 12°34'02" WEST ALSO BEING THE NORTHEAST CORNER OF PARCEL "Q" AS DESCRIBED AT RECEPTION NO. C0778556;

THENCE SOUTHEASTERLY, ALONG SAID THE NORTHEASTERLY LINE OF SAID PARCEL "Q" AND A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 37°39'40", A RADIUS OF 106.57 FEET AND A CHORD WHICH BEARS SOUTH 58°36'08" EAST, AN ARC DISTANCE OF 70.05 FEET TO A CORNER OF PARCEL "Q' AS DESCRIBED AT RECEPTION NORTH. C0784620;

THENCE NORTH 89°49'35" WEST, ALONG THE NORTH LINE OF SAID PARCEL "Q", A DISTANCE OF 527.72 FEET TO THE EASTERLY LINE OF THAT CERTAIN ROAD EASEMENT DESCRIBED IN BOOK 3151 AT PAGE 672 IN SAID PUBLIC RECORDS;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID ROAD EASEMENT THE FOLLOWING SIX (6) COURSES;

1. THENCE NORTH 43°45'36" EAST A DISTANCE OF 2.05 FEET;
2. THENCE NORTH 69°08'53" EAST A DISTANCE OF 23.61 FEET;
3. THENCE NORTH 00°29'33" EAST A DISTANCE OF 81.64 FEET;
4. THENCE NORTH 89°49'35" WEST A DISTANCE OF 26.99 FEET;
5. THENCE NORTH 40°41'36" WEST A DISTANCE OF 10.59 FEET;
6. THENCE NORTH 84°59'32" WEST A DISTANCE OF 16.09 FEET TO THE EAST RIGHT-OF-WAY LINE OF PEORIA STREET AS DESCRIBED IN BOOK 1823 AT PAGE 889 IN SAID PUBLIC RECORDS;

THENCE NORTH 00° 29' 24" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2528.76 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIBED PARCEL ENCOMPASSES 8,141,490 SQ. FT. (186.90289) ACRES OF LAND, MORE OR LESS.

EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND, WHICH IS SITUATED ENTIRELY WITHIN THE ABOVE DESCRIBED PROPERTY:

A PART OF PARCEL "M", WHICH IS DESCRIBED IN BOOK 5859 AT PAGES 514-562 IN THE PUBLIC RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 36, FROM WHICH THE EAST LINE OF THE NORTHEAST ONE-QUARTER BEARS N 00°04'28"E; THENCE NORTH 65°44'59" WEST A DISTANCE OF 913.09 FEET TO THE PIN AND CAP, L.S. NO. 16112, ON THE WEST BACK OF CURB OF WHEELING STREET;

THENCE NORTH 89°39'24" WEST, ALONG THE SOUTH BACK OF CURB OF THE ALLEY, A DISTANCE OF 82.45 FEET; THENCE NORTH 00°21'10" WEST A DISTANCE OF 17.13 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°39'24" WEST A DISTANCE OF 382.25 FEET;

THENCE NORTH 02°12'18" EAST A DISTANCE OF 13.76 FEET TO THE EAST BACK OF CURB OF VICTOR STREET;

THENCE NORTH 00°08'48" WEST, ALONG SAID EAST BACK OF CURB, A DISTANCE-OP 310.56 FEET;

THENCE NORTH 04°15'51" WEST, CONTINUING ALONG SAID BACK OF CURB, A DISTANCE OF 69 30 FEET;

THENCE NORTH 90°00'00" EAST A DISTANCE OF 269.48 FEET;

THENCE SOUTH 00°31'55" WEST A DISTANCE OF 274.76 FEET;

THENCE SOUTH 89°32'07" EAST A. DISTANCE OF 119.99 FEET;

THENCE SOUTH 00°21'10" EAST A DISTANCE OF 119.99 FEET TO THE **POINT OF BEGINNING**;

EXCEPT ANY PORTION THEREOF CONVEYED TO THE CITY OF AURORA IN DEED RECORDED JUNE 9, 2006 AT RECEPTION NO. 20060609000590530.

THE ABOVE DESCRIBED EXCEPTION PARCEL ENCOMPASSES 118,046 SQ. FT. (2.70995 ACRES OF LAND, MORE OR LESS.

THE AREA OF THE ABOVE DESCRIBED EXTERIOR PARCEL LESS THE AREA OF THE EXCEPTION PARCEL RESULT IN A NET AREA OF 8,023,444 SQ. FT. (184.19294 ACRES) OF LAND, MORE OR LESS.

ROBERT L. MEADOWS JR., PLS 34977
PREPARED FOR AND ON BEHALF OF MATRIX DESIGN GROUP

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LEGAL DESCRIPTION

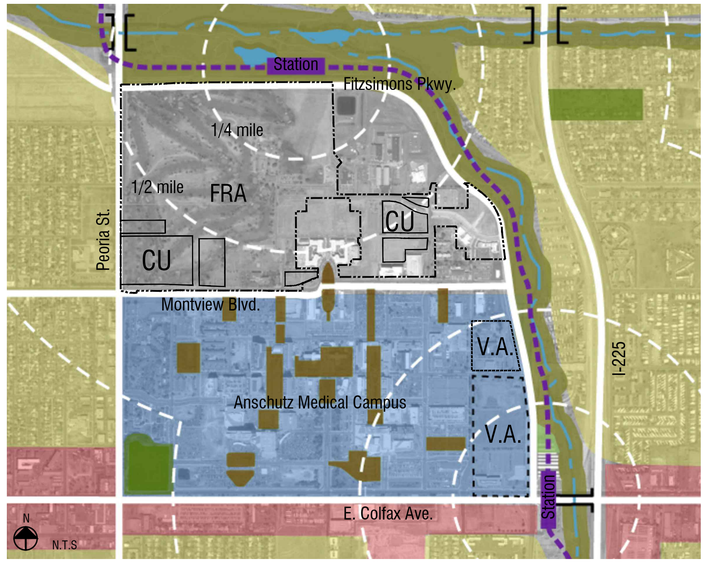
SHEET 3 OF 23

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO

EXISTING LAND USE ::

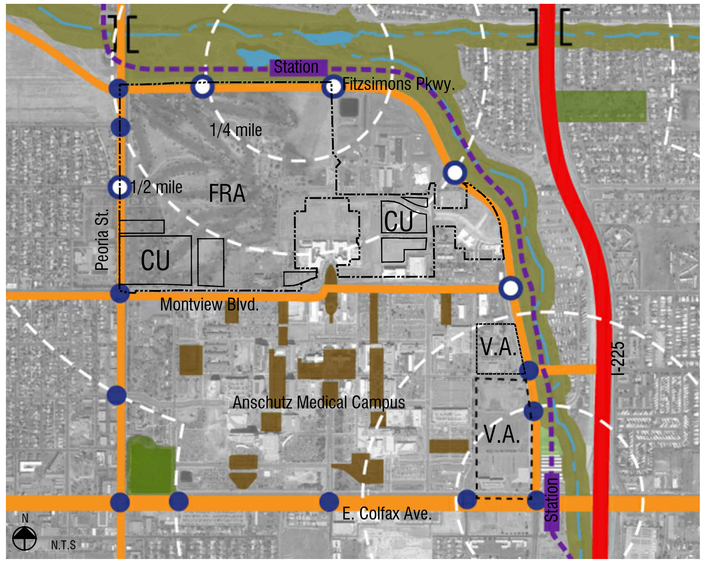


The FIC is bordered by regional open space to the north and east, Anschutz Medical Campus to the south, and low density residential to the east. Beyond its immediate borders, the FIC is largely surrounded by low density single family neighborhoods. This land use pattern suggests that the Light Rail Station will function as both an origin and destination.

The FIC land plan will be mindful of this context when allocating future land uses and the urban design will create a porous, safe and inviting public realm that connects adjacent neighborhoods and Anschutz Medical Campus to the station.

- COMMERCIAL
- RESIDENTIAL
- PUBLIC PARK SPACE
- PRIVATE PARK SPACE
- REGIONAL GREENWAY
- ANSCHUTZ MEDICAL CAMPUS
- GDP BOUNDARY

EXISTING TRANSPORTATION ::

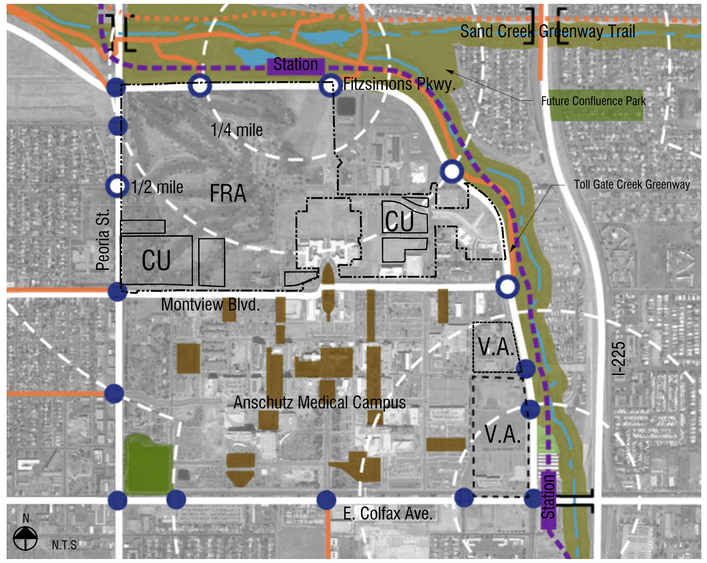


Proximity to I-70, I-225 and Colfax Avenue allows for regional automobile connectivity to Front Range employment centers and destinations including Downtown Denver, The Denver Tech Center, DIA, Golden and Boulder as well as significant residential populations.

The Light Rail Station (located immediately north of the FIC) provides an even greater regional connectivity and commuting options. Proximity to a Light Rail Station is becoming an increasingly important asset for attracting innovative companies, workforce and residents.

- FREEWAY
- ARTERIAL
- EXISTING LIGHT RAIL
- EXISTING LIGHT RAIL STATION
- EXISTING SIGNALIZED INTERSECTION
- FUTURE SIGNALIZED INTERSECTION
- GDP BOUNDARY

EXISTING PARK SPACE AND BIKE NETWORK ::



FIC is located directly south of Sand Creek Park, which provides access to regional trails including the Sand Creek Regional Greenway and Toll Gate Creek Greenway. These regional trails allow connections to over 100 miles of regional trails including the High Line Canal Trail, South Platte River Trail and Cherry Creek Trail. Additionally, there are numerous neighborhood parks, campus park spaces and a growing network of bicycle facilities located adjacent to the site.

The FIC park space and street network will be designed to allow for safe, comfortable bicycle and pedestrian connections that connect to existing park space facilities and set the stage for future connections beyond its borders.

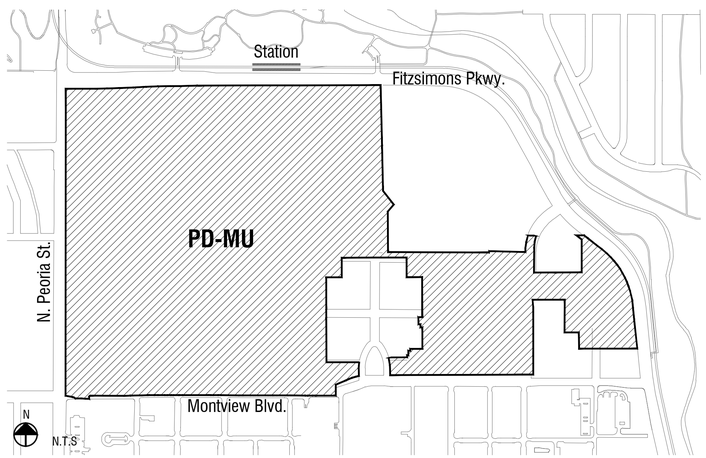
- EXISTING SAND CREEK TRAIL
- EXISTING BIKE FACILITY
- SAND CREEK
- EXISTING PUBLIC PARK SPACE
- EXISTING PRIVATE PARK SPACE
- EXISTING REGIONAL GREENWAY
- GDP BOUNDARY

16

EXISTING ZONING ::

PD-MU zoning exists on the entire site.

EXISTING ZONING MAP ::



PROPOSED ZONING ::

PD-MU zoning will remain on the entire site.

PROPOSED ZONING MAP ::

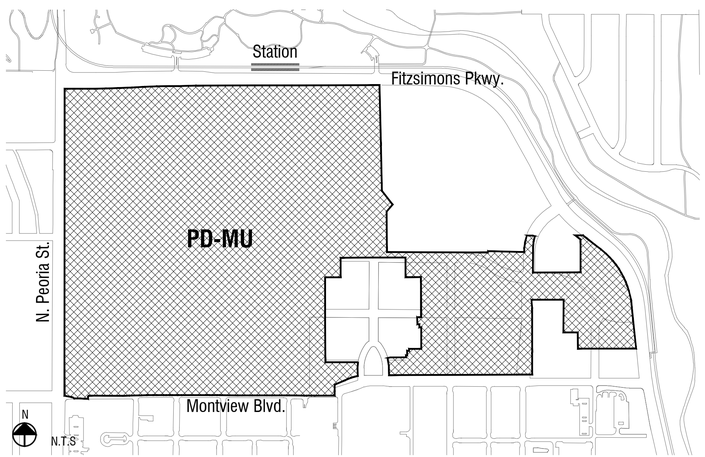


EXHIBIT C

TRYBA ARCHITECTS
1620 Logan Street
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303.831.4010

FITZSIMONS INNOVATION COMMUNITY

Location
AURORA, COLORADO

Consultants:

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CONTEXT MAPS AND ZONING

SHEET 4 OF 23

EXHIBIT C

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
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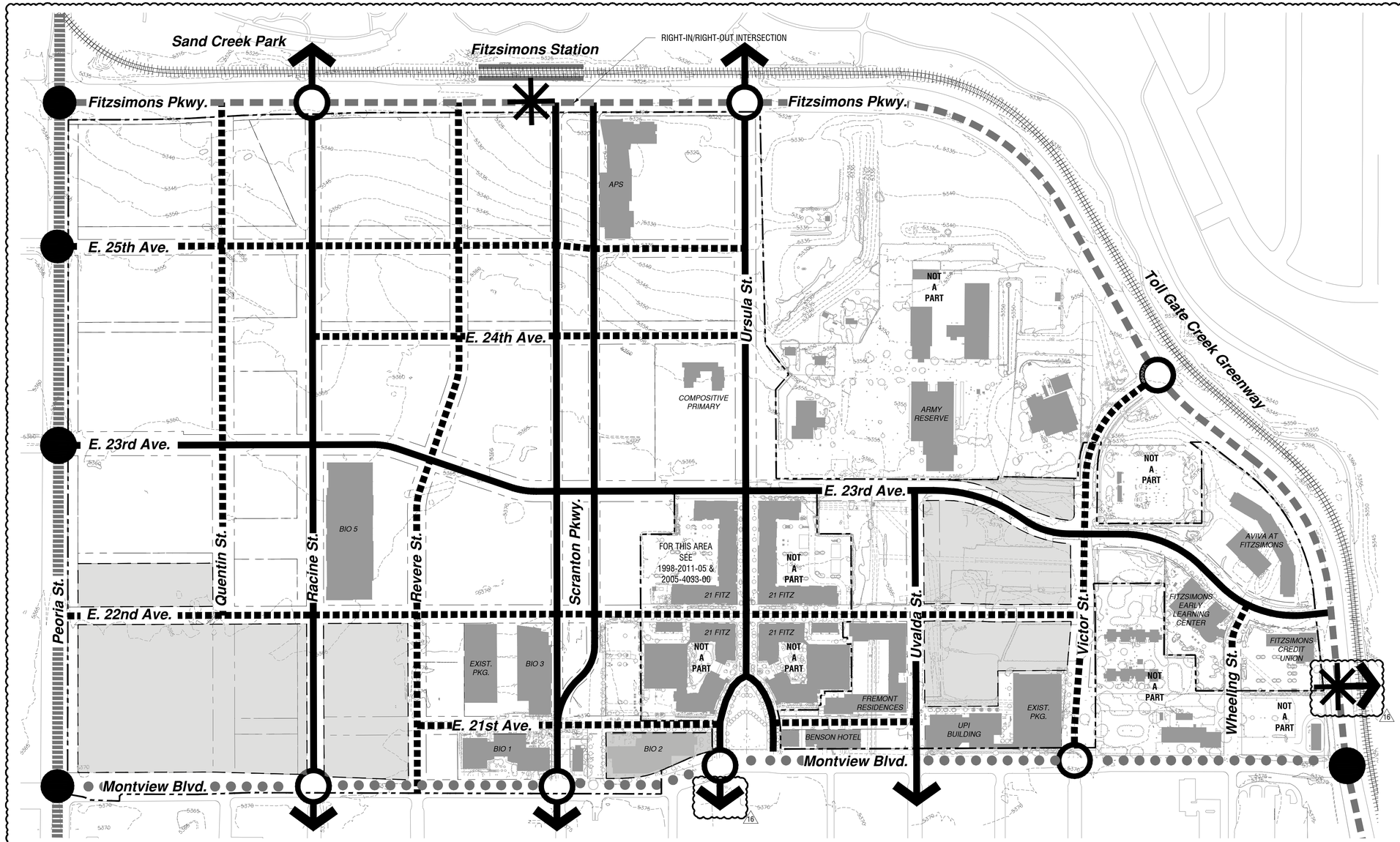

LEGEND ::

- GDP BOUNDARY
- LIGHT-RAIL TRACK
- EXISTING SIGNALIZED INTERSECTION
- FUTURE SIGNALIZED INTERSECTION
- EXISTING HAWK SIGNAL PER CITY OF AURORA (PEDESTRIAN ACTIVATED SIGNAL)
- PEORIA ST.
- FITZSIMONS PKWY.
- MONTVIEW BLVD.
- Primary STREET [1]
- Secondary STREET
- CU OWNED PROPERTY

NOTES ::

The street hierarchy is an urban design destination used to describe building frontages and public realm character.

Primary Streets: Primary Streets are the primary connections that link Anschutz Medical Campus, Fitzsimons Innovation Community, adjacent neighborhoods, and the Light Rail Station. They are characterized as well-designed pedestrian scale streets with wide sidewalks and amenity zones, on-street parking and bicycle facilities where appropriate. Buildings should front Primary Streets with primary facades and primary pedestrian entries.

Secondary Street: Secondary Streets break up super blocks and are primary connections to parking facilities. They provide strong pedestrian connection to Primary Streets. If a development parcel does not have frontage along a Primary Street, buildings should front Secondary Streets. Street character descriptions are included on Sheet 10 and 11.

Peoria Street, Montview Boulevard and Fitzsimons Parkway are existing perimeter street and are described Sheet 10, Section 2.4.

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1. FRA will construct and dedicate these streets. See Sheet 10, Section 2.3 for description.

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STREET HIERARCHY AND TOPOGRAPHY

SHEET 5 OF 23

EXHIBIT C

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
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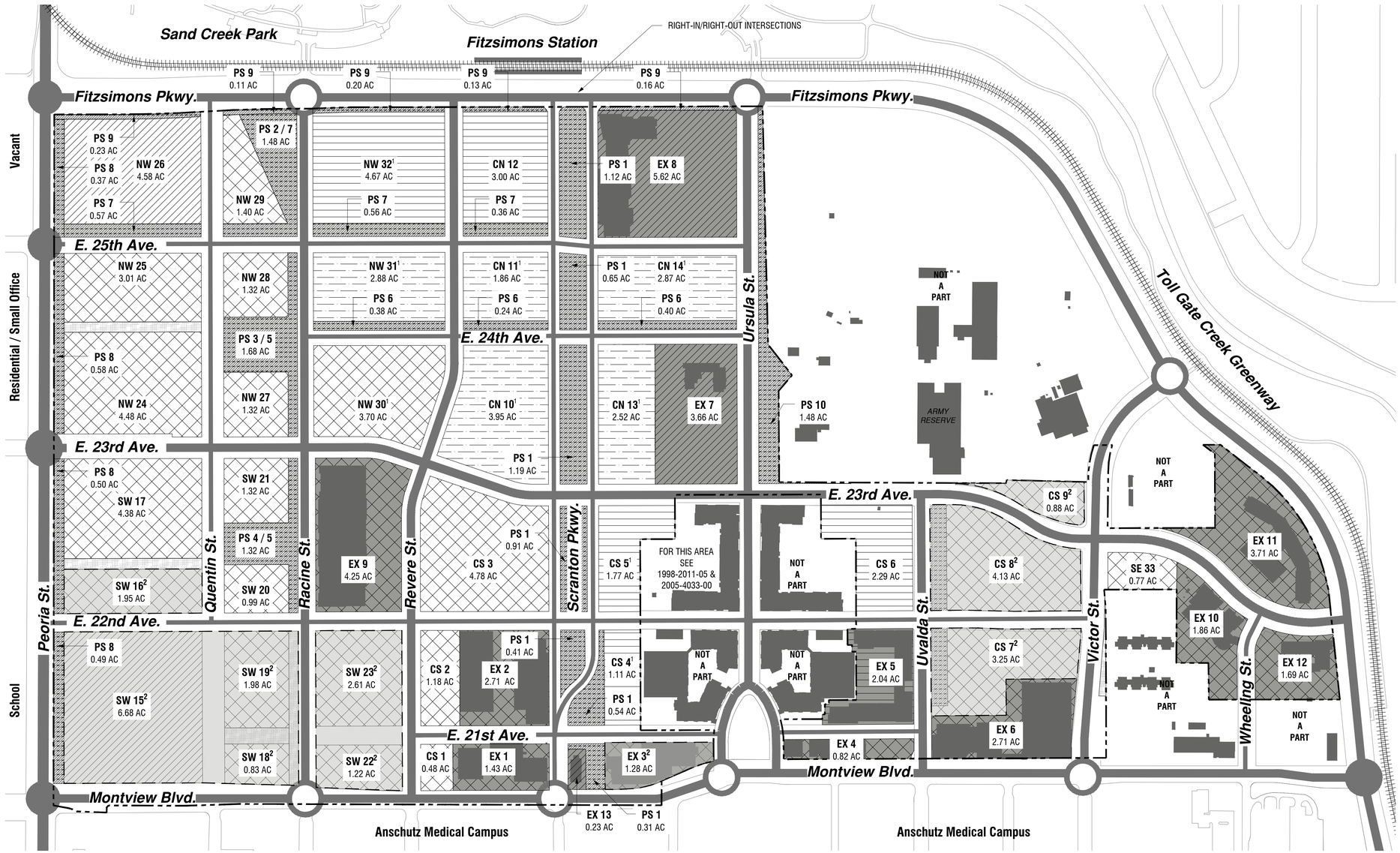


LEGEND ::

- GDP BOUNDARY
- LIGHT-RAIL TRACK
- EXISTING SIGNALIZED INTERSECTION
- FUTURE SIGNALIZED INTERSECTION
- MIXED-USE PUBLIC / CIVIC / INSTITUTIONAL PLANNING AREA
- MIXED-USE OFFICE / COMMERCIAL / RESEARCH PLANNING AREA
- RESIDENTIAL PLANNING AREA
- MIXED-USE RESIDENTIAL PLANNING AREA
- EXISTING DEVELOPED PARCELS
- CU OWNED PROPERTY [2]
- PARK SPACE
- INELIGIBLE OPEN SPACE (This is not counted toward park space requirements)

LAND USE SUMMARY ::

Land Use Type	FRA OWNED	CU OWNED[2]
Mixed-use: Office / Commercial / Research	+/- 48.53	+/- 17.28
Mixed-use: Public / Civic / Institutional	+/- 14.09	+/- 6.68
Residential	+/- 14.74	NA
Mixed-use: Residential	+/- 14.90	NA
Park Space	+/- 16.33	+/- 1.75
R.O.W	+/- 47.24	+/- 1.61
Ineligible Open Space	+/- 1.02	NA
SITE ACREAGE	+/- 156.87	+/- 27.32
TOTAL SITE ACREAGE	+/- 184.19	

LAND USE CONCEPT ::

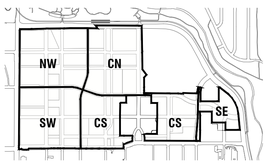
The land use framework anticipates a wide mix of uses within the PD-MU Zone District with innovation uses at the core of the program.

The GDP area has been organized into four general land use sub-areas:

1. Mixed-use Public / Civic / Institutional planning area is generally aligned with CU Anschutz Medical Campus land ownership along with gateway locations to the site and Anschutz Medical Campus.
2. Residential planning area occurs primarily along Fitzsimons Parkway adjacent to Sand Creek Park, as well as along Scranton Parkway, Uvalda Street, and the proposed park network along Scranton Parkway, 24th Avenue, and 25th Avenue.
3. Mixed-use Residential planning area is located within the central portion of the site between Ursula Street and Racine Street. Land use type, provides flexibility for Residential or Office / Commercial / Research in response to market conditions.
4. Mixed-use Office / Commercial / Research planning area is located within the central and western portion of the site. If regional commercial is located on campus, it will be located near Arterial Streets for regional transit corridor access.

A full list of uses can be found on Sheet 7, and land use descriptions on Sheet 10.

Parcel Quadrants: Parcels are organized into Quadrants, named and delineated according to existing infrastructure, which enables adjacent development and reflects their geographical placement within the development area.



Parcel Naming Quadrant Diagram

NOTE ::

Maximum of 7,266 dwelling units (7,013 new dwelling units) approved in Fitzsimons Innovation Community. 3,300 units are anticipated in the Residential planning area and 3,966 are anticipated in the Mixed-use Residential planning area. Flexibility for reallocation of planned residential units is allowed within land uses that permit residential uses.

1. Residential development is concentrated within Ursula Street Sanitary Sewer Basin due to utility capacity efficiencies. Reference Overall Utility Plan (Sheet 23) and Key Plan Diagram Below



Key Plan Diagram

2. Parcels owned by the University of Colorado; may or may not be developed in compliance with the GDP. Proposed uses shown on Land Use Plan are a conceptual scenario used for planning evaluation only.

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LAND USE PLAN

SHEET 6 OF 23

FITZSIMONS INNOVATION COMMUNITY

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SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO

PERMITTED USES WITHIN THE GDP ::

1. The GDP criteria focus on building form instead of permitted uses. Consequently, the list of permitted uses is less restrictive than in traditional zone districts. The prohibited and restricted uses are limited to those that may not further the GDP principles. A broad range of uses is permitted with the intention of promoting a mix of uses in the GDP area.
2. Categories of use and their permissibility by planning area are listed in the accompanying table.
3. Any use not specifically listed as a permitted, conditional or accessory use is prohibited unless approved by both the FRA and the City of Aurora.
4. In the case of a proposed conditional use, the FRA shall determine if the conditional use is compatible and appropriate. The FRA will send a letter of approval to the Aurora Director of Planning advising such use should be administratively approved by the City.

P: permitted NP: not permitted C: conditional

	PLANNING AREAS			
	MIXED-USE PUBLIC / CIVIC / INSTITUTIONAL	MIXED-USE OFFICE / COMMERCIAL / RESEARCH	MIXED-USE RESIDENTIAL	RESIDENTIAL
COMMERCIAL USES				
Artspaces	P	P	C	C[13]
Banks, savings, and financial institutions	C	P	P	C[13]
Banks, savings and financial institutions with drive-through facilities	NP	C	NP	NP
Bars, taverns and night clubs	NP	P	P	P[13]
Brew-pubs, wineries, distilleries	C	P	P	P[13]
Catering service	NP	P	C	C[13]
Child or adult day care center, small or large	P	P	P	P[13]
Entertainment & Recreation, Indoor	P	C	NP	NP
Extended stay lodging	C	P	NP	NP
Liquor store (subject to 2,000 foot distance requirement)	NP	P	C	C[13]
Hotels [3]	P	P	NP	NP
Medical clinic (physicians / dentists)	P	P	C	C[13]
Meeting, banquet and conference facilities	P	P	NP	NP
Offices	P	P	NP	NP
Commercial parking structures	P	P	C	C[13]
Surface parking[11]	C	C	C	C
Personal services	P	P	P	P[13]
Pharmacy	P	P	P	P[13]
Photocopying and printing	P	P	P	P[13]
Repair, rental and servicing (non-vehicle) (with no outside storage and maximum of 7,500 gfa on ground floor)	C	P	C	C[13]
Research and development	P	P	C	C[13]
Retail sales	P<40,000 gfa on ground flr. C>40,000 gfa on ground flr.	P<60,000 gfa on ground flr. P>60,000 gfa on ground flr. [7]	P [10]	P [10,13]
Restaurant	P	P	P	P[13]
Studios, including television and radio broadcasting stations, excluding antenna towers	P	P	C	C[13]
Urban agriculture	P	P	C	C[13]
Uses operating between the hours of 12:00 midnight and 6:00 a.m.	C	C	C	C[13]
Veterinary clinics	P	P	C	C[13]
Veterinary hospitals	P	P	NP	NP
INDUSTRIAL USES				
Restricted light industrial use (Clean industry, Innovation design / build workshops)	P	P	C	NP
Wet labs / dry labs	P	P	C	NP
Co-work and creative industries	P	P	C	NP
Marijuana testing (MIP)	P	P	C	NP

	PLANNING AREAS			
	MIXED-USE PUBLIC / CIVIC / INSTITUTIONAL	MIXED-USE OFFICE / COMMERCIAL / RESEARCH	MIXED-USE RESIDENTIAL / FLEX	RESIDENTIAL
PUBLIC, CIVIC AND INSTITUTIONAL USES				
Civic, cultural facilities	P	P	P	C[13]
Hospitals, licensed nursing homes, sanitariums and convalescent hospitals	P	P	NP	NP
Outdoor recreation and entertainment, outdoor event space	P	P	C	NP
Parks, open space, playgrounds, plazas and art parks, small urban park, public art	P	P	P	P[13]
Places of worship [2]	P	P	P	C[13]
Public uses or facility including fire station, police station, ambulance service	P	P	C	NP
Schools, elementary, secondary and post-secondary	P	P	P	P[13]
Transit facilities	P	C	C	NP
RESIDENTIAL USES [8]				
Dwellings, town homes	C	NP	P	P
Dwellings, multi-family	C	NP	P	P
Dwellings, live/work	C	NP	P	P
Bed and breakfast residences	NP	NP	P	C
Day care home, child or adult	C	P	P	P
Assisted living facility	C	P	P	P
Nursing homes	C	P	P	P
Co-housing	C	C	C	C
ACCESSORY USES				
Automobile fuel dispensing facilities (for grocery)	C	C [4]	NP	NP
Commercial Mobile Radio Service [9]	C	C	C	C
Cooperative solar, Charging station, Wind energy	P	P	C	C
Drive-up or drive-through facilities (for grocery) (located to the side or rear of the building and not at street corners)	NP	C [5]	NP	NP
Residential Clubhouse	NP	NP	P	P
Wholesale	P	P	NP	NP
Small Cell Technology[12]	C	C	C	C

NOTES ::

1. Any use listed above may be an accessory use to a proposed primary use listed above.
2. Place of Worship is limited to a maximum of 15,000 square feet.
3. There will be a limitation of two hotels within this GDP boundary. At a minimum one of the hotels will meet the definition of a service hotel as defined below. The other hotel will meet the definition of a service hotel with the exception that the maximum square feet of meeting facilities will be 8,000 square feet. The total number of rooms shall not exceed 375.
   Hotel, service means a public establishment providing lodging. A service hotel must meet the following standards:
   a. Have a central, common lobby for check-in/check-out and guest services such as valet parking.
   b. Access should be either internal or through a secured internal courtyard.
   c. Have a minimum of 100 guest rooms.
   d. Provide a guest fitness center with exercise and fitness equipment, sauna, and/or whirlpool.
   e. Offer Internet access, data ports and phone lines in all rooms.
   f. Rooms shall be located on a minimum of four levels with elevator access.
4. A fueling facility associated with a grocery store may be a permitted per FRA approval.
5. A drive-up or drive-through facility for a pharmacy located within a grocery store may be a permitted per FRA approval.
6. A grocery store with a maximum gross floor area of 80,000 square feet may be a permitted per FRA approval.
7. Uses immediately adjacent to Residential and Mixed-Use Residential Planning Area will be reviewed for compatibility and subject to FRA approval. See Residential and Mixed-Use Residential Planning Area note on Sheet 10.
8. Residential units are limited to 7,266 maximum dwelling units (7,013 new dwelling units) for the entire GDP.
9. Stealth rooftop installation only. CMRS shall be screened from view or designed to diminish visual impact on public realm.
10. Neighborhood serving retail and commercial permitted.
11. Allowed as a conditional use meeting FIC Design Guidelines requirements for parking lot screening. Surface parking allowed for seven years with an option to renew for three additional years based upon review by the city and the Fitzsimons Metropolitan District. Interim parking lots shall be maintained by the owner/operator.
12. Small Cell technology is subject to DRB review and approval when located in the public realm or on private property.
13. Commercial, Public, Civic, and Institutional uses within Residential Planning Areas are permitted only as ground floor/accessory uses.

EXHIBIT C

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PROPOSED PERMITTED USES

SHEET 7 OF 23

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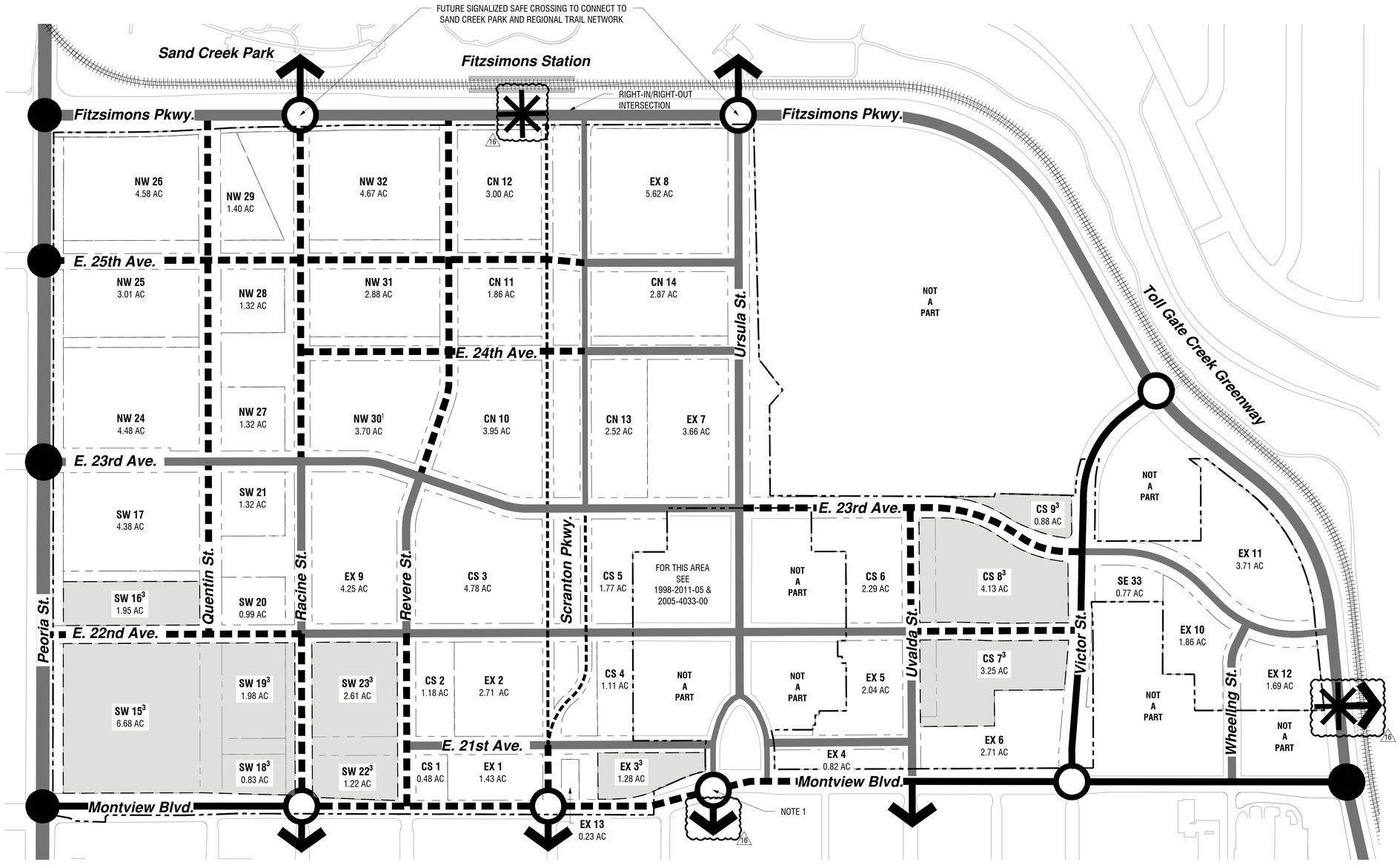

LEGEND ::

- GDP BOUNDARY
- LIGHT-RAIL TRACK
- EXISTING SIGNALIZED INTERSECTION
- FUTURE SIGNALIZED INTERSECTION
- EXISTING HAWK SIGNAL PER CITY OF AURORA (PEDESTRIAN ACTIVATED SIGNAL)
- CU OWNED PROPERTY [3]
- EXISTING 6 LANE ROADWAY
- EXISTING 4 LANE ROADWAY
- EXISTING 2 LANE ROADWAY
- EXISTING 1 LANE ROADWAY
- PROPOSED 4 LANE ROADWAY [2]
- PROPOSED 2 LANE ROADWAY [2]
- PROPOSED 1 LANE ROADWAY [2]

NOTES ::

1. Further study necessary to determine if one or two signals will be necessary.
2. Refers to travel lanes. R.O.W. will be made available at the time of site plan submittal to allow for necessary turn lanes as indicated by the City of Aurora Traffic Study for the Fitzsimons Innovation Community.
3. Parcels owned by the University of Colorado; may or may not be developed in compliance with the GDP. Proposed parcel alignments are a conceptual scenario used for planning evaluation only.

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Location
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Consultants:

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Issue Record:

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These General Development Plan criteria are generally consistent with the City of Aurora Station Area Plan. Deviations from City of Aurora Station Area Plan are included herein. Where conflicting information is provided, the GDP shall govern. The illustrations contained in this document demonstrate the design intent. Design guidelines will support GDP guidelines. Final designs submitted with the Site Plan may or may not replicate the illustrations contained in this GDP; they will however reflect the design intent portrayed.

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Checked:	K.D.F.

ROADWAY DESIGNATION PLAN

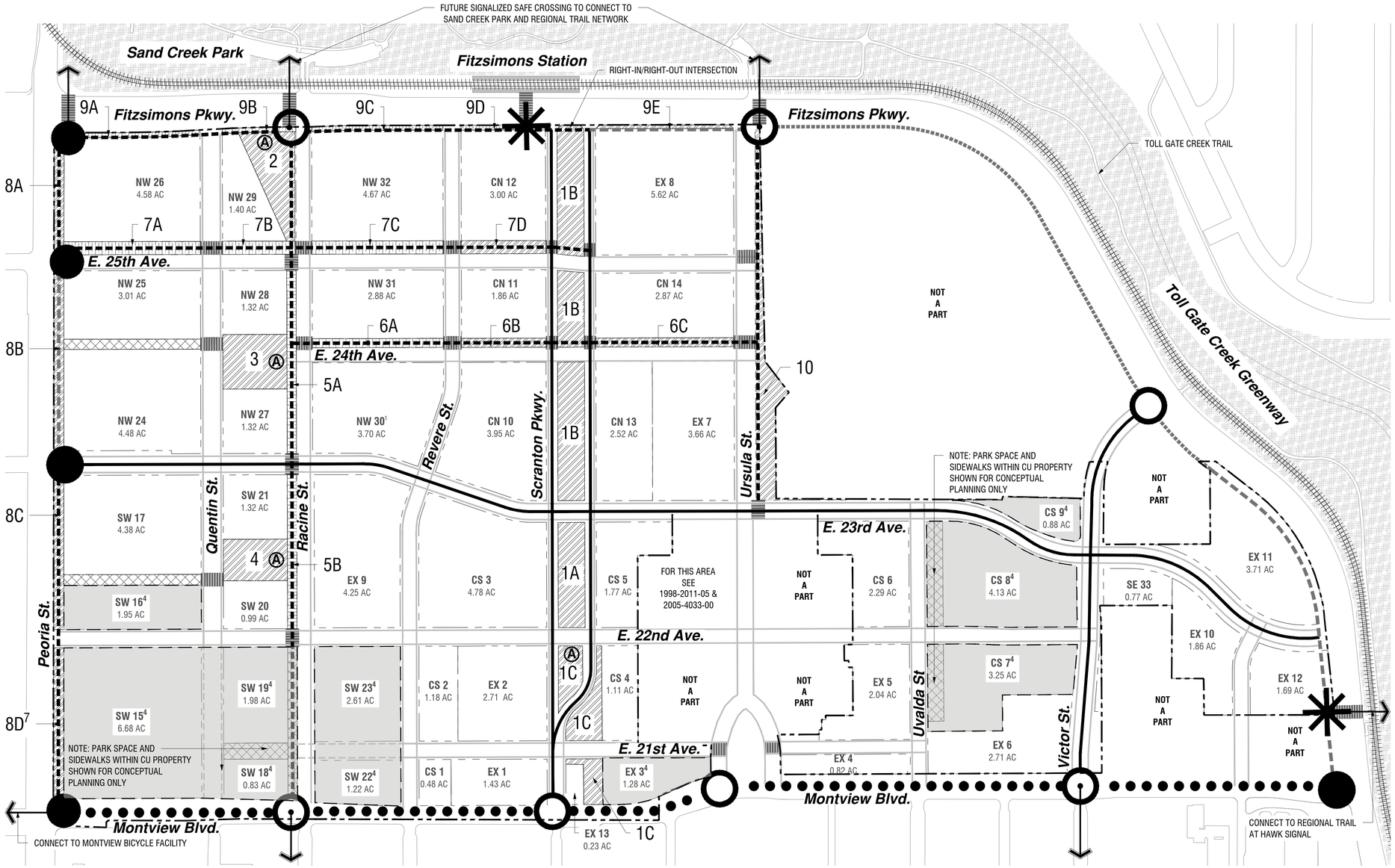
SHEET 8 OF 23

EXHIBIT C

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO



LEGEND ::

- GDP BOUNDARY
- LIGHT-RAIL TRACK
- EXISTING SIGNALIZED INTERSECTION
- PROPOSED SIGNALIZED INTERSECTION
- HAWK SIGNAL PER CITY OF AURORA (PEDESTRIAN ACTIVATED SIGNAL)
- POTENTIAL PUBLIC ART LOCATION [6]
- CU OWNED PROPERTY [4]
- PARK SPACE [8]
- PARK SPACE WITH STORMWATER MANAGEMENT [8]
- INELIGIBLE OPEN SPACE
- EXISTING CITY PARK AND GREENWAY
- SIDEWALK NETWORK
- PEDESTRIAN PATH CROSSING
- EXISTING MULTI-USE PATH
- PROPOSED MULTI-USE PATH [2]
- POTENTIAL MULTI-USE PATH BY OTHERS
- DIRECTIONAL CYCLE TRACK [5]
- ON STREET BIKE LANES
- CONNECTION TO OFF-SITE BICYCLE FACILITIES

PARK CONCEPT ::

The intent of the park space framework is to provide a network of urban park spaces and trails that connect Anschutz Medical Campus, FIC and neighborhoods to one another and the Station and Sand Creek Park. See Sheet 11, Section 2.8 for park descriptions.

NOTE ::

1. See table 1 and 2, Sheet 12 for park space requirement.
2. Multi-use path will be located in the linear park.
3. See Sheet 11, Section 2.8 for Park Descriptions
4. Parcels owned by the University of Colorado; may or may not be developed in compliance with the GDP. Proposed Park Space and Connectivity Paths shown on Park Network, Pedestrian and Cycle Plan are a conceptual scenario used for planning evaluation only.
5. Directional Cycle Track is based on City of Aurora design for Montview Boulevard.
6. Public Art locations identified in this document are conceptual. A minimum of 1% of infrastructure construction costs excluding design costs within the district shall be utilized for determining the Public Art budget and allocated per the City of Aurora Public Art Guideline recommendations for Public Art in Transit Oriented Development. The installation of Public Art shall be coordinated with the design and construction timeline of the associated park or public space. Public Art fees are to be assessed with the submission of infrastructure site plan submittals.
7. Per land sale agreement covenants (Record Number: 2019000111349), Park Space 8D to be constructed per Urban Design Guidelines.
8. Reference Form J (Page 21) for required amenities within proposed park spaces.

PARK SPACE SUMMARY ::

NAME	AREA (ac)
1: Scranton Park	5.13
1A: 22nd Ave to 23rd Ave	0.91
1B: 23rd Ave to Fitzsimons Pkwy	2.96
1C: 22nd Ave to Montview Blvd	1.26
2: Gateway Park	1.14
3: Racine Park	1.13
4: Racine Pocket Park	0.86
5: Racine Greenway	1.01
5A: 23rd Ave to 25th Ave	0.55
5B: 23rd Ave to 22nd Ave	0.46
6: 24th Linear Park	1.02
6A: Racine St to Revere St	0.38
6B: Racine St to Revere St	0.24
6C: Scranton Pkwy to Ursula St	0.40
7: 25th Linear Park	1.79
7A: Peoria St to Quentin St	0.57
7B: Quentin St to Racine St	0.30
7C: Racine St to Revere St	0.56
7D: Revere St to Scranton Pkwy	0.36
8: Peoria Linear Park	1.94
8A: Fitzsimons Pkwy to 25th Ave	0.37
8B: 25th Ave to 23rd Ave	0.58
8C: 23rd Ave to 22nd Ave	0.50
8D[7]: 22nd Ave to Montview Blvd	0.49
9: Fitzsimons Linear Park	0.83
9A: Peoria St to Quentin St	0.23
9B: Quentin St to Racine St	0.11
9C: Racine St to Revere St	0.20
9D: Revere St to Scranton Pkwy	0.13
9E: Fitzsimons St to Scranton Pkwy	0.16
10: Ursula Linear Park	1.48
TOTAL	16.33[1]

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FITZSIMONS INNOVATION COMMUNITY

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PARK NETWORK, PEDESTRIAN AND BICYCLE PLAN

SHEET 9 OF 23

16

16

EXHIBIT C

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
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CITY OF AURORA, COUNTY OF ADAMS, COLORADO

1. INTRODUCTION ::

1.1 PURPOSE

The purpose of the Planned Development-Mixed Use (PD-MU) zone district is to utilize new and imaginative concepts in urban design and land development to promote and improve the health, safety, and general welfare of the citizens of the city. The planned development zone is also intended to provide both the City and the landowner/ developer with necessary information on which to base decisions about future development and services. Utilization of this zone district is intended primarily to facilitate a high quality mixed-use innovation and employment center supported by high quality neighborhoods and commercial areas.

1.2 RELATIONSHIP TO STATION AREA PLAN

This GDP represents a tailored design and development approach to the Fitzsimons Innovation Community(FIC) based upon the Vision set forth by the Fitzsimons Redevelopment Authority Board for long term development and growth. This document builds upon the Vision and Guiding Principles established in the Fitzsimons Station Area Plan.

1.3 RELATIONSHIP TO TOD ZONING

The Design Guidelines and allowable uses within this document are based upon the City of Aurora Transit Oriented Development (TOD) Zoning District. The guidelines have been tailored to align with the specific vision for this site and shall supersede development standards and guidelines in the Station Area Plan and Transit Oriented Development Standards.

1.4 RELATIONSHIP TO FIC DESIGN GUIDELINES

FIC Design Guidelines to replace existing Colorado Science+Technology Park (CSTP) Design Guidelines further define specific requirements for urban design, site plan, architecture, landscape architecture and signage. These guidelines will be adopted and administered by an appointed Fitzsimons Design Review Board (DRB).

1.5 ADMINISTRATION AND INTERPRETATION

The city council may, by ordinance enacted after a public hearing, adopt a Station Area Plan as a supplement to the Comprehensive Plan for an identified area surrounding a transit station. The Station Area Plan shall serve as a guide to development of the area. The adopted GDP shall serve as the master plan per Zoning Code. The development criteria and allowable uses adopted here-in shall supersede development criteria in existing and future amendments to the Station Area Plan and/or Transit Oriented Development Standards.

The adopted Fitzsimons Innovation Community GDP shall serve as the zoning document for this site. Where there are conflicting standards between the GDP and the adopted Station Area Plan, the standards of the GDP shall govern. This document is in lieu of the rezoning using Transit Oriented Development (TOD) Zoning District.

1.6 DESIGN REVIEW PROCESS: SITE PLAN REVIEW AND PUBLIC IMPROVEMENT PLAN REVIEW

The Fitzsimons Redevelopment Authority (FRA) will appoint seven (7) Board Members to the Design Review Board (DRB). Three (3) members shall constitute a quorum. All DRB members shall be real estate or design professionals. One of the FRA's appointments shall be a representative from the City of Aurora recommended by the City Manager and one shall be a representative of the University of Colorado recommended by the Chancellor. The DRB will have the responsibility of reviewing, approving, approving with conditions, or denying all site plans, architecture, landscape plans, lighting plans, signage plans and signs, for all physical improvements within the FIC. The DRB shall seek to achieve compliance with the GDP and these Design Guidelines. The DRB will meet with applicants in a timely manner and will provide written comments, conditions and approvals in writing to the Applicant and the City of Aurora.

The City's review of Site Plans, Architectural and Landscape Architecture will be based on the GDP criteria. Fitzsimons Innovation Community will be under the jurisdiction of the Fitzsimons Design Review Board (DRB). The FIC Design Guidelines will be administered by the DRB. The DRB will review Site Plans, Architecture and Landscape Architecture Plans based upon GDP criteria and FIC Design Guidelines. Architectural plans may be submitted concurrently to the DRB with a Site Plan submittal to the DRB and City of Aurora. In addition, architectural building plans may be submitted to the Building Department concurrently with DRB review.

Upon FRA approval, the DRB will provide an approval letter to the City of Aurora. Upon receipt of the approval letter, the City of Aurora will approve the plans using the City of Aurora's shortest development review process provided that the requirements of the GDP have been met. DRB approval and FRA authorization is required prior to final City Site Plan approval and issuance of building permits.

Site Plans are intended to create a more detailed plan for the implementation of the GDP. The Public Improvement Plans (PIP) shall be submitted concurrently with the Site Plan and shall include information regarding streets, sewer, water, storm drainage and traffic. Generally, the PIP areas are outlined graphically on Sheet 17 of the GDP.

Supplemental engineering reports may be provided to support the PIP, if necessary. These PIP's are based upon the Infrastructure Master Plan (IMP) submitted and approved with this GDP. The IMP outlines the general Infrastructure for the project, including collector and arterial streets and the major water, sewer and storm drainage improvements to be completed.

All Site Plans, Site Plan Amendments and Architectural Amendments will be administratively reviewed and approved by the City according to the Zoning Code. Site Plan Amendments may be filed, processed and scheduled concurrently for staff review if required. The following outlines a Site Plan submittal approach that provides an efficient and expeditious review of Site Plans:

- The submittal shall include all information required by Site Plan Manual and the Submission Checklist in the Design Guidelines.
- 1st Site Plan submittal will be reviewed by DRB.
- Subsequent submittals, or amendments, will be reviewed by DRB and City of Aurora and may include architectural elevations and private landscape improvements.

1.7 NEW CONSTRUCTION AND CHANGES TO EXISTING DEVELOPMENT

Any new exterior construction or landscaping, or any exterior changes to existing development including changes to building façades, signage, streetscape, landscaping, public rights-of-way, parking areas, lighting, drives, or other site plan changes shall meet the design requirements of this section subject to the following provisions and be reviewed by the Fitzsimons Design Review Board and City of Aurora.

1.8 TOUCH RULE

In the case of existing development, only the building items or site plan features changed or proposed to be changed need conform to the FIC Design Guidelines. Those items or features left untouched do not need to conform except where property changes include a net increase in building area of ten percent or more or where the DRB determines existing development or site options should be modified to better integrate with new construction. In such a case the entire existing site shall be brought into conformance with GDP and FIC Design Guideline requirements to the maximum extent feasible and practical.

2. FRAMEWORK ::

2.1 LAND USE

The Fitzsimons Innovation Community anticipates a wide mix of uses with biomedical and technological research/innovation uses at the core of the program. All planning areas may have development intensity higher than in areas outside of the GDP area and the planning areas may have varying levels of intensity and mixes of uses.

MIXED USE PUBLIC / CIVIC / INSTITUTIONAL

Location: Primarily located at Primary Street Intersections along the perimeter of the site.

Intent: Create a civic and institutional anchor center. This area will be comprised of a variety of high density building formats. Buildings will be located in a manner that front Primary Streets and create a highly connected and pedestrian friendly urban pattern. This planned use area is intended to be flexible to allow for integrated campus design. All site designs shall consider short term and long term build-out and phasing scenarios to allow this area to densify over time.

Uses: The program is planned to include civic, cultural facilities with accompanying wet and dry labs, co-work and creative space, general office, research and development (such as incubator space, 'maker' space, high-tech fabrication, innovation design/build workshops) flex space as well as retail and restaurants. For a full list of allowable uses, see Permitted Uses on Sheet 7.

MIXED USE OFFICE / COMMERCIAL / RESEARCH

Location: Primarily located at the western and eastern portion of the site in proximity to 23rd Avenue.

Intent: Create a high density innovation, research and commercial employment center. This area will be comprised of a variety of building formats, heights, and densities. Buildings will be located in a manner that front Primary Streets and create a highly connected and pedestrian friendly urban pattern. This planned use area allows for the potential for corporate office users, lab research or regional commercial center, based upon market conditions.

Uses: The program is anticipated to include wet and dry labs, general office, research and development (such as incubator space, 'maker' space, high-tech fabrication, innovation design/build workshops), and flex space and that take advantage of the high visibility along street corridors. Commercial uses may include a small to medium size local grocery store, general retail, specialty retail, dining, and entertainment. Commercial development will be designed to integrate with the overall urban design vision. For a full list of allowable uses, see Permitted Uses on Sheet 7.

RESIDENTIAL

Location: Primarily located along Scranton Boulevard, Fitzsimons Parkway, west of Uvalda Street and adjacent to park network.

Intent: Offer a variety of residential unit sizes and price points near the Fitzsimons Station Light Rail Stop. The area is reserved for high-density residential development centered around the station, Scranton Parkway and the residential core on Uvalda Street. Non-residential uses may be included at the building base to enhance engagement with the streetscape and surrounding park space.

Uses: Medium and high density multifamily, local serving retail and commercial at the base of buildings.

Residential densities in the GDP are higher than in surrounding areas. Higher densities provide increased numbers of transit riders within walking distance of rail stations and provide for lively, interesting places. Overall densities should generally exceed 100 units per acres gross. For a full list of allowable uses, see Permitted Uses on Sheet 7.

- Maximum of 3,300 dwelling units allowed (3,047 new dwelling units)
- No single family detached products are allowed.
- No three-story walkup apartment buildings are allowed unless integrated into the residential building. Reference Table 4: Building Stories (Sheet 12) for minimum building stories. No townhome products are allowed.

MIXED USE RESIDENTIAL

Location: Primarily located along Scranton Boulevard, west of Ursula Street and east of Racine Street.

Intent: Offer a range of residential unit sizes and price points in proximity to the light rail station and proposed Office / Commercial / Research and Public / Civic / Institutional Planned Land Use areas. Area is reserved for high density residential development but may be considered for non-residential uses based on market conditions and approval by the FRA and Design Review Board.

Uses: Medium and high density multifamily, local serving retail and commercial at the base of buildings.

Residential densities in the GDP are higher than in surrounding areas. Higher densities provide increased numbers of transit riders within walking distance of rail stations and provide for lively, interesting places. Overall densities should generally exceed 100 units per acres gross. For a full list of allowable uses, see Permitted Uses on Sheet 7.

- Maximum of 3,966 dwelling units alllowed (3,966 new dwelling units)
- No single family detached products and townhomes are allowed.
- Reference Table 4: Building Stories (Sheet 12 of 22) for minimum building stories.

2.2 MAXIMUM DEVELOPMENT YIELD

Maximum building square footage is based on utility capacity that can support 17.40 million gross square feet, including residential dwellings and excluding parking structures. Maximum number of approved dwelling units is 7,266 (7,013 new dwelling units).

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2.3 BLOCK SIZE AND STREET GRID

To encourage compact and mixed-use development and provide direct access for pedestrians and bicyclists, transit-oriented developments have an urban street grid and city-size blocks. This provides for a legible street pattern with smaller blocks, frequent intersections and convenient pedestrian travel, and multiple choices for automobile travel. Development blocks should typically be between 300 feet and 750 feet in length, or align with existing city grid, and no more than 2,300 feet around the perimeter. Block perimeter may be increased if a minimum 30' wide well-designed bike/pedestrian connection through the block connects to two streets.

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2.4 STREETS

Designing an urban TOD that promotes a healthy lifestyle and the use of alternative modes of transportation requires a connected, pedestrian and bicycle friendly street grid where people can easily move around without a car and safely cross streets. A fundamental step in achieving this vision is to create an urban framework that encourages a more human scale, walkable and bikeable development pattern. The proposed street network is intended to perform as part of the park space system with an emphasis on bringing people through the site, on foot and bike, connecting Anschutz Medical Campus and existing neighborhoods to the Light Rail Station. Wide sidewalks, pedestrian and street lighting, generous landscape and/or amenity zones and shade trees create safe, comfortable pedestrian connections. On-street parallel parking throughout the development slows traffic and creates a buffer between traffic lanes and pedestrian zones. Curb extensions should be incorporated at intersections to minimize pedestrian crossing distance where feasible.

Streets within this GDP are based upon the Aurora Urban Street Standards as defined in the Aurora Municipal Code. The GDP standards address the overall network of streets, rights-of-way width, travel lanes, bicycle facilities, on-street parking, and pedestrian zone and sidewalk configurations as they relate to this specific plan.

PERIMETER STREETS

N. Peoria Street is an existing six lane urban arterial, with +/- 90' wide R.O.W., that borders the western edge of the Campus. Commercial buildings are encouraged to front Peoria, however, office buildings are preferred to front along Primary and Secondary Streets that intersect with Peoria. Enhanced architecture should be incorporated into all building façades along Peoria. When buildings front Peoria, primary entries should be located along Peoria.

A detached multi-use path will be located along the east side of Peoria providing a bicycle and pedestrian connection from the neighborhoods and FIC to Sand Creek Park and the Station. Parking lots along Peoria should be screened from view with landscape and / or low walls. Parking structures should be set back from Peoria and screened from view with landscape, enhanced facade treatments or liner buildings. A gateway plaza should be located at 23rd Avenue and Peoria Street to create an inviting campus entry.

Fitzsimons Parkway is an existing four lane, median divided, urban collector with +/- 80' wide R.O.W. Fitzsimons Parkway is a front door to the Fitzsimons Innovation Community and the Anschutz Medical Campus for anyone arriving via light rail. A detached, multi-use path will be located along the south side of Fitzsimons Parkway that connects the Ursula multi-use path and the Peoria multi-use path to the Light Rail Station and Sand Creek Park. Buildings should front Fitzsimons Parkway with primary façades and primary pedestrian entries. Shallow build-to zones locate buildings at or near the R.O.W. to create a pedestrian scale environment. The ground floor of buildings along these streets should be designed with quality materials, façade articulation and ground floor transparency in order to create a human scale street environment. Surface parking should not be located between buildings and Fitzsimons Parkway.

Montview Boulevard should become a 'seam' between Anschutz Medical Campus and Fitzsimons Innovation Community. This street should be designed with quality finishes in order to create a signature address. Safe and convenient bicycle and pedestrian facilities along Montview, as well as connections across Montview, promote walking and cycling between Anschutz Medical Campus and FIC Buildings should front Montview Boulevard with primary façades and primary pedestrian entries. Shallow build-to zones locate buildings at or near the R.O.W. to create a pedestrian scale environment. The ground floor of buildings along these streets should be designed with quality materials, façade articulation and ground floor transparency in order to create a human scale street environment. Surface parking should not be located between buildings and Montview Boulevard.

PRIMARY STREETS

Primary Streets are the primary connections that link Fitzsimons Innovation Community to the Light Rail Station, Anschutz Medical Campus and adjacent neighborhoods. They are characterized by well-designed pedestrian zones with wide sidewalks and amenity zones, on-street parking and bicycle facilities. Buildings should front Primary Streets with primary façades and primary pedestrian entries. Shallow build-to zones locate buildings at or near the R.O.W. to create a pedestrian scale environment. The ground floor of buildings along these streets should be designed with quality materials, façade articulation and ground floor transparency in order to create a human scale street environment. Surface parking shall not be located between buildings and a Primary Street. Parking structures without ground floor active uses are not allowed to be located along Primary Streets. The following streets are identified as Primary Streets: Racine Street, E. 23rd Avenue, Scranton Parkway, Uvalda and Ursula Street.

Where a development project borders two Primary Streets, the DRB shall determine which street takes precedence as the primary frontage.

SECONDARY STREETS

Secondary Streets break up super blocks to provide access to parking lots and parking structures and include strong pedestrian connectivity to Primary Streets. They are characterized by well-designed pedestrian zones with sidewalks, amenity zones, street trees, and on-street parking.

If a development parcel does not have frontage along a Primary Street, buildings should front Secondary Streets with primary façades and primary pedestrian entries. Shallow build-to zones locate buildings at or near the R.O.W. to create a pedestrian scale environment. Buildings should be designed with quality materials, articulation and ground floor transparency in order to create a human scale environment along the street. Surface parking is allowed along Secondary Streets except where a building's primary frontage is along a Secondary Streets. In this case, surface parking should not be located between a building and the street. Parking structures may be located along Secondary Streets if the design meets criteria set forth in the FIC Design Guidelines.

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GENERAL DEVELOPMENT CRITERIA

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SECTION 36, TOWNSHIP 3 SOUTH
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2.4 TRAFFIC, ACCESS AND SIGNALIZATION

There are several access points into the site. The primary automobile ingress and egress is off N. Peoria Street, Montview Blvd., and Fitzsimons Parkway.

Primary streets through the site will be Racine Street, Scranton Street, Ursula Street, Victor Street and E. 23rd Avenue. Signalized intersections will be located around the perimeter of the site. See Roadway Designation Plan Sheet 8 for location.

The Metro District shall be responsible for the funding of 100% of the signal installation costs at the following intersections if and when signal warrants are satisfied:

- Racine St. and Fitzsimons Pkwy.
- Ursula St. and Fitzsimon Pkwy.
- E. 23rd Ave. and Fitzsimon Pkwy.

Land owner on either side of Montview is responsible for 100% of signal installation costs at the following intersection:

- Racine St. and Montview Blvd.

The Metro District shall be responsible for the funding of 50% of the signal installation costs at the following intersections if and when signal warrants are satisfied:

- Scranton St. and Montview Blvd.
- Victor St. and Montview Blvd.
- E. 23rd Ave. and Peoria St.
- Ursula St. and Montview Blvd.

Existing H.A.W.K signal crossing at Scranton Pkwy. and Fitzsimons Pkwy. and, Fitzsimons Pkwy. between E. 23rd Ave. and Montview Blvd. paid for by RTD/City, will be coordinated with Scranton Parkway alignment. Enhancements will be made to reinforce these vital crossing in connection with adjacent park space networks and coordinated with the FRA.

All streets shall provide a 26 foot wide clear zone every 150 linear feet for fire trucks. Reference City of Aurora Roadway Design Manual Detail S23.1. Typical.

16 Traffic signal warrants are as described in the Manual on Uniform Traffic Control Devices. For warrant purposes, minor street approach traffic shall be comprised of all the through and left-turn lane movements and 50% of the right turn movements. Pursuant to 147-37.5 of City Code, the percentage of the traffic signalization costs identified shall be paid to the City by the applicant/owner, to be held in escrow for such purpose, prior to the issuance of a building permit for the related development or as otherwise required by City Code. The percentage above will be applied to the entire traffic signalization cost as estimated at the time of the escrow deposit to calculate specific dollar funding requirement.

2.5 PARKS AND PUBLIC SPACE

The Fitzsimons Innovation Community includes a network of public park spaces linked by pedestrian-oriented streets that create a framework around which the development is organized. This framework, termed the 'public realm', defines the fundamental pedestrian experience of the development, and includes elements such as site circulation, streetscape design, street lighting design, street trees, street furnishings and wayfinding. Collectively, these elements establish the sense of place and community necessary for the creation of a truly successful mixed-use urban development. Public Realm guidelines are defined in the FIC Design Guidelines.

The FIC is envisioned as a network of public and semi-public parks and plazas, intimate places and spaces, and primary building lobbies, connected to each other by a series of walkways, paseos and pedestrian scale streets. This network of parks and plazas, both public and semi-public, is intended to create a porous and connected urban framework.

The public park spaces described in the plan are defined by the framework of streets. The buildings and their intended uses which front these spaces in many cases will not be determined for many years to come. However the street grid will remain intact and thus ensure a predictable future of the size and location of each public park.

Buildings should orient their façades to a park space in a manner that shapes the space of the park, overlooks the park with windows, and connects to the park with building entries. Fundamental to this urban strategy is a clear definition of the spaces that constitute the Public Realm, including all streets and their related streetscapes, as well as all public parks and trails. The quality and perception of these spaces will reinforce 'a unique sense of place' for residents, employees and visitors that, in turn, will help to foster a true community.

Parks and Public Realm design should consider the following:

- Design a connected public realm to promote activity and interaction on the street and in the parks through a series of public park spaces, multi-use paths and walkable pedestrian friendly streets.
- Integrating pocket parks and parks spaces that connect to the street network.
- Front public R.O.W. and park spaces with buildings that define the space.
- View corridors to signature buildings, park spaces, mountain views and/or activity nodes.
- The Sand Creek Regional Greenway is a part of the regional trail system that connects the metropolitan Denver area. This almost 14-mile public greenway connects the High Line Canal in Aurora with the Platte River Greenway in Commerce City.
- The University of Colorado Anschutz Medical Campus south of Montview Boulevard has a system of park spaces that creates a corridor through the campus.
- Sand Creek Park, bordering the north and east edges of the site along Fitzsimons Parkway, offers access to natural resources and connects to the regional trail network via the Sand Creek Greenway and Toll Gate Creek Greenway Trail.

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- Park space connections have been provided that complement and connect to the existing adjacent park spaces that include the Anschutz Medical Campus park space with the Sand Creek Regional Greenway.

Any public space intended to satisfy land dedication requirements of the Aurora Zoning Code and shall conform to the criteria set forth in the Parks and Open Space Dedication and Development Criteria Manual at the time of GDP adoption which are included herein for reference. Small Urban Park (SUP) is a park classification that may be used to advance the above principles of public spaces while concurrently serving park needs of an urban population in the FIC.

2.6 PARK CLASSIFICATIONS AND DESCRIPTIONS

Park classifications and descriptions from the Parks and Open Space Dedication and Development Criteria Manual 2021, Section 3.2(A) are included in this GDP.

Small Urban Parks: This type of park is no less ten thousand (10,000) square feet in size and located where limited land is available for the provision of other larger types of parks. Areas appropriate for small urban parks include urban centers, transit-oriented developments, and infill development parcels where development with a compact form and densities that are higher than surrounding areas are planned. They should complement and integrate with surrounding uses and be designed in accordance with Department Design Guidelines to serve two functions: 1) to provide facilities to meet the park needs of residents by serving as a place for social interaction and leisure opportunities, and 2) to create focal points and activity nodes within the urban fabric of the city.

Examples of small urban parks include:

- Greens / Commons - Public areas consisting of predominantly open lawn areas for unstructured recreational use partially surrounded by streets and the fronts of buildings.
- Squares - Public areas that adjoin streets on three (3) sides and are surrounded by the fronts of buildings with a prominent feature designed as a centerpiece of the space, having formally arranged walks and landscaping.
- Plazas - Public areas that are predominantly paved, open-air spaces enclosed on two or more sides by buildings and bounded by one or two streets.
- Promenades - Public areas set aside as a principal means of access to and through an urban setting for pedestrians and possibly bicyclists, facilitating connectivity between public streets, private property and civic destinations.

Small urban parks are not required for land dedication by City Code. Instead, they are optional as a way to help meet the need for park/open space land in certain designated (urban) parts of the city. Small urban parks may offset the amount of land otherwise required to be dedicated and constructed on-site as qualifying Neighborhood Park and Open Space lands.

Pocket Parks: These parks are greater than one-half (0.5) acres in size. They may include some basic facilities found in neighborhood parks but are generally too small to completely address the neighborhood park requirements. Because both their size and facilities are limited, pocket parks have a small service area of one-quarter of a mile (1/4 mile radius). Commentary: This type of park may be provided in new developments to count towards open space land dedication required if programmatically compliant.

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Neighborhood Parks: The neighborhood park is the basic unit of the park system, serves as a recreational and social focus of the neighborhood, and is considered a "walk-to" facility. These parks are generally five (5) to fifteen (15) acres in size and serve residents within a one-half (½) mile radius. They provide playgrounds, an open grass play area and a picnic pavilion. The site should be accessible from throughout its service area by way of interconnected local trails, sidewalks or low-volume residential streets.

Community Parks: These parks are forty (40) acres or more, have a service area radius of up to two (2) miles, are considered to be a "drive-to" facility, and provide a much broader range of community-based facilities than neighborhood parks. Natural features of a community park are preserved and integrated into the overall site design. They typically contain larger playgrounds and picnic pavilions, sport fields that can be programmed, tennis courts, basketball courts, and support facilities, such as parking lots, as standard facilities. Community parks are appropriate sites for community recreation centers and/or pool/aquatic playgrounds, however, not every community park need contain these facilities.

2.7 PARK AND OPEN SPACE LANDS AND CASH IN LIEU

Park and open space lands and cash in lieu requirements per Aurora Zoning Code Sec. 146-4.3.18.B (Dedications) at time of GDP adoption are included as part of this GDP. The Fitzsimons Innovation Community is designated as an Urban District Placetype, fostering a high-density mixed-use development that maximizes the value of the adjacent CU Anschutz Medical Campus. The on site urban park network will serve a variety of urban-scale parks that provide require amenities, enhance connectivity and integrate with adjacent land uses as well as surrounding open space resources, such as Sand Creek Park.

(1) Land shall be dedicated to the City by the property owner to provide for parks and open space to serve the future residents of the subdivision. The dedication of such land shall be as required by the annexation agreement, if one has been approved for the subdivision. If land uses approved for the subdivision at the time of annexation have changed or, alternatively, if no annexation agreement exists for the subdivision, the dedication of such land shall be based upon the number of residents projected for the new land uses as provided in this section. No parks under 5 acres shall be dedicated to the city for ownership.

(2) The dedication of land for parks and open space purposes shall occur, by plat or separate document at the discretion of the City, at the time that the first plat for property adjacent to such land is submitted to the City.

(3) The amount of land dedicated for parks and open space purposes shall be as follows:
A. Three acres per 1,000 residents for neighborhood parks;
B. One and one-tenth acre per 1,000 residents for community parks; and
C. Seven and eight-tenths acres per 1,000 residents for open space, other park uses and trails.
D. Transit Station Areas are exempt from open space land dedication requirement.

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(4) For subdivisions that are not large enough to generate a minimum of five acres for neighborhood parks and 40 acres for community parks, the City Manager may, at the manager's sole discretion, require a cash payment in lieu of land dedication. The amount of such payment shall be based upon the market value of property within the subdivision as fully developed, with all attendant infrastructure, in accordance with the land uses approved for the subdivision. Cash-in-lieu of land shall only be used to provide park and open space facilities to serve the future residents of the subdivision. Cash-in-lieu payment shall occur at the time that the first plat for the subdivision is submitted to the City.

(5) Park and open space land dedication requirements for infill development and development within transit station areas as designated in the city's comprehensive plan shall be as set forth in the Aurora Parks and Open Space Dedication and Development Criteria Manual. In addition, such developments shall be subject to the following criteria:

- Land provided in conformance with small urban park criteria shall be credited toward satisfying, in whole or in part, Neighborhood Park land dedication requirements.
- Land dedication credit for SUPs may be issued by PROS when in conformance with the site design criteria presented in Section 6.13 of the PROS D&DC Manual. Despite the applicability of SUP criteria within designated areas described in paragraphs F and G of page 12 of the PROS D&DC Manual, a minimum three (3) acre neighborhood park may, at the discretion of PROS, be required when a development introduces more than one thousand (1,000) residents into a part of the city that is underserved by neighborhood parks. The decision will be based on an analysis of the magnitude of new residents' park needs and the ability of proposed SUPs to serve these needs, the quantity of existing park facilities within one-half (½) mile service radius of the development, the size of the development, the population density, and the feasibility of integrating a three (3) acre park into the mix of proposed land uses.

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- Land provided to complete or enhance the system of regional trails or greenways that connect bicyclists and pedestrians to major destinations on the development site and to adjacent properties shall be credited toward satisfying, in whole or in part, community park land dedication requirements.
- Such developments shall be exempt from the open space land dedication requirements set forth in subsection (3)(c) of this section.
- For those developments required to provide cash-in-lieu of land dedication, the amount of such payment shall be based upon a per-acre value derived from a case study analysis of the market value of property acquired by the City for community-based park, recreation, and open space purposes. Such per-acre value shall be determined annually by the director of parks, recreation, and open space in accordance with the provisions of section 2-587 of this Code.

(6) Development within an urban center, as designated in the Metro Vision Regional Land Use Plan adopted by the Denver Regional Council of Governments, may satisfy the open space land dedication requirement, in whole or in part, by providing lands in conformance with the small urban park criteria set forth in the Aurora Parks and Open Space Dedication and Development Criteria Manual.

(7) Population projections shall be 2.02 persons per dwelling unit in a transit station area, and 1.58 persons per dwelling unit in an active adult community.

(8) Developments or portions of developments characterized as assisted living, continuing care retirement community and skilled nursing facility shall be exempt from all parks and open space land dedication requirements.

2.8 Fitzsimons Innovation Community PARK DESCRIPTIONS

The park and trail network is the foundation of the overall plan and is designed to connect the neighborhoods and medical campus at the periphery of the site with the transit station and Sand Creek Park. All park space designated in this plan is public and is of a size, proportion and orientation that adds to the fabric of the Campus. The park space is designed to serve a diverse range of users throughout the day, providing opportunities for passive recreation and informal active use. An enhanced multimodal connectivity network prioritizes access to the transit station, CU Anschutz Medical Campus, and Sand Creek Park. This system reinforces key connections at Fitzsimons Parkway, Montview Boulevard, and Peoria Street, integrating surrounding urban assets and defining the campus as a leading urban center.

Gateway Park: The site entry point of Fitzsimons Innovation Community and integrated with the Racine Greenway is a +/-1.14 acre community park located at the intersection of Racine Street and Fitzsimons Parkway. This park connects to the signalized crossing on Fitzsimons Parkway, providing a link to Sand Creek Park and encouraging various park space and trail network users to enjoy the area from dawn till dusk.

Scranton Parkway: Scranton Parkway is the backbone of the park space system. This urban civic parkway creates a site identity and provides grand, direct connection between Anschutz Medical Campus, FIC and the Light Rail Station. The median is envisioned as a wide, linear park with shade trees and pedestrian amenities. The edges of the parkway will include wide sidewalks, shade trees, pedestrian amenities and pedestrian scale lighting.

Racine Park / Racine Pocket Park: Publicly accessible parks located between Racine Street and Quentin Street that create small scale park spaces between building parcels. These parks enhance connectivity to the Racine Greenway while also providing spaces for congregation and gathering at both neighborhood and community scales. Buildings should front park edges, enabling visibility and activation of the adjacent park spaces.

Perimeter Multi-Use Trail: The perimeter of Fitzsimons Innovation Community is envisioned as a linear park that provides a multi-use trail connection from adjacent neighborhoods, Anschutz Medical Campus and FIC to Sand Creek Park and Tollgate Creek Trail. This multi-use trail is envisioned to include a wide, hardscape path for bicycles and pedestrians as well as a softscape trail for joggers to encourage an active, healthy lifestyle. Pedestrian amenities, lighting, seating, exercise stations and way-finding should be included in the linear park. Public art may also be included at special places within the park.

Integrated Stormwater Landscapes: Integrated and well-designed water quality areas, including the Racine Greenway and segments of Low Impact Developments (LID) along 25th Avenue, 24th Avenue, Fitzsimons Parkway and Quentin Street, are planned to manage stormwater runoff within the street and surrounding parcels. These features will highlight best practices, integrate into the surrounding park spaces, and provide pedestrian pathways that support connectivity and recreation.

Private Pocket Parks and Urban Plazas: Small, privately owned and publicly accessible pocket parks, urban plazas and entry plazas are encouraged throughout the FIC but cannot receive parkland dedication credit. Pocket Parks and Urban Plazas to be prioritized along Primary Streets, and may be located along Secondary Streets if the site does not have Primary Street frontage. These places link the public realm and park space network to public lobby space within buildings.

Paseos and Mid Block Crossings: Pedestrian walkways and passages are encouraged to break up street massing and provide pedestrian connectivity to the interior blocks, linking the public realm to parking facilities, interior courtyards or plazas.

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2.9 GATEWAYS

Gateways should be incorporated along Peoria Street at important campus access points. These gateways should be designed in coordination with the perimeter linear park and future buildings to welcoming pedestrian, bicycle and automotive entries and may include pedestrian plazas with seating and bicycle parking, landscape features, and special building architecture.

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Denver, Colorado 80203
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FITZSIMONS INNOVATION COMMUNITY
Location
AURORA, COLORADO

Consultants:

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10.02.2015	Submittal 1
01.29.2016	Submittal 2
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07.14.2016	Final submittal
10.17.2016	Mylar Set
10.23.2017	Minor amendment
07.07.2020	Major amendment submittal 1
08.14.2020	Major amendment submittal 2
11.02.2020	Mylar Set
08.07.2024	Major amendment submittal 3
11.27.2024	Major amendment submittal 4

These General Development Plan criteria are generally consistent with the City of Aurora Station Area Plan. Deviations from City of Aurora Station Area Plan are included herein. Where conflicting information is provided, the GDP shall govern. The illustrations contained in this document demonstrate the design intent. Design guidelines will support GDP guidelines. Final designs submitted with the Site Plan may or may not replicate the illustrations contained in this GDP; they will however reflect the design intent portrayed.

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Drawn: R.S.
Checked: K.D.F.

GENERAL DEVELOPMENT CRITERIA

SHEET 11 OF 23

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO

2.10 PARK AND OPEN SPACE REQUIREMENTS

TABLE 1: PARK AND OPEN SPACE CALCULATIONS

	Residential Units	Residents (2.02 residents per units)	Neighborhood Park Required (3 acres / 1,000 residents)	Community Park Required (1-1/10 acres / 1,000 residents)
Existing Units 21 Fitz: 600 Units | FRA: 253 Units	853	1,723	5.16 AC	1.89 AC
Proposed Units	7,013	14,166	42.49 AC	15.58 AC
TOTAL	7,866	15,889	47.65 AC	17.47 AC

TABLE 2: PARK AND OPEN SPACE REQUIREMENTS [1]

	Required	Provided as Small Urban Park, Mini Park and Pocket Park
Neighborhood Park (3 acres / 1,000 residents)	47.65 AC	10.94 AC
Community Park (1-1/10 acres / 1,000 residents)	17.47 AC	5.39 AC
Open Space, other park uses and trails	Exempt	Exempt
TOTAL	65.12 AC	16.33 AC

1. Multi-use path along Peoria Street, Fitzsimons Parkway and Ursula Street links neighborhoods, FIC and Anschutz Medical Campus to Sand Creek Park. Approval of linear park for community park credit dependent on final design.

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2.11 TREE MITIGATION

Tree mitigation shall be addressed during the Site Plan process or whenever off-site or adjacent construction requires tree removal in areas not covered by the Site Plan. An inventory recording caliper inches of mitigation required, caliper inches required per standards or FIC Design Guidelines, and caliper inches of mitigation provided shall be shown on the landscape plan submitted concurrent with the site plan. The existing tree survey will be updated periodically as necessary. Mitigation shall be in addition to applicable City of Aurora Landscape Standards or FIC Design Guidelines.

2.12 TREE PROTECTION

Prior to commencing construction, tree protection fencing shall be installed around all existing trees within 100 yards of the construction activity. This applies to all existing trees which do not need to be removed to allow this construction. Tree protection fencing and other tree protection measures shall be installed in accordance with Parks and Open Space Department standards specifications and details.

3. DESIGN GUIDELINES ::

Architectural and Landscape Design Guidelines are an important and essential part of this important project. FIC Design Guidelines that address public realm, streetscape, site plan, landscape, architecture, parking, signage and wayfinding, sustainability, and public art are referenced by this plan. These Design Guidelines will be administered by a Design Review Board (DRB). The FIC Design Guidelines and DRB shall be established prior to the approval of the first Building Site Plan submittal. Plans shall be submitted to the DRB prior to or concurrent to submittal with the City of Aurora. DRB and FRA approval is required prior to City approval per section 1.6 in GDP. The city will review site plan submittals based upon the following GDP guidelines:

3.1 URBAN FORM

In order to create environments that are comfortable, attractive and interesting for pedestrians, new buildings should front streets and include active and/or transparent ground floors with parking located behind buildings or in parking structures.

- Elements of desirable building form include quality and durable façade treatments, well proportioned fenestration patterns (such as window and door placement in opaque facades), porches and entry features to break up the mass and form of buildings and create an interesting street edge. Principal pedestrian entrances to buildings should be located along a Primary Street and/or a corner location. Where a building only fronts a Secondary Street or Perimeter Street, principle pedestrian entries should be along that street as described in Section 2.4 of the GDP. Secondary entries may be located at rear of buildings to access parking areas. Enhanced architecture should be provided along multiple façades where abutting Primary or Perimeter Streets.
- If a building is located interior to a block and does not front a Primary or Secondary Street, the building should face onto an interior park, plaza or pedestrian walk that connects to an Primary Street, Secondary Street or park.
- Specific build-to zone and/or setback requirements, side setbacks and transitions are established in the FIC Design Guidelines.
- Ground floor transparency should be maximized to create pedestrian level interest and a visual connection between the street and interior spaces, enabling a strong sense of community and increasing informal oversight of public areas.
- Residences should include emphasized and weather protected entries to buildings or dwelling units. Balconies for upper level dwelling units should be included to allow private exterior space for each dwelling unit. Finish floor elevation of ground level residential units should be raised above the average grade of the adjacent sidewalk in order to provide separation between public/private spaces.
- Building services including trash and recycling center, loading docks, building utility connections including gas meters and electrical meters, and rooftop mechanical equipment should be screened from public view.
- Office buildings should incorporate 360° architecture to create a cohesive and interesting campus.

3.2 BUILDING HEIGHTS

Taller buildings are encouraged in all planning areas in order to create a dense, urban employment center with a mix of uses and active public spaces.

Building height standards are established by the building height table. Building height is measured from average grade to top of parapet or mid-point of pitched roof. Retail and commercial spaces should be incorporated into larger mixed-use developments at the ground level rather than constructed as standalone buildings.

TABLE 4: BUILDING STORIES

Planning Area	Min. building stories	Max building stories
Residential Planning Area	4	n/a
Mixed-Use Residential Planning Area	4	n/a
Mixed-Use Public / Civic / Institutional Planning Area	4	n/a
Mixed-Use Office / Commercial / Research Planning Area	4	n/a

Building height and stories serve as a guideline and variances are subject to approval by the Design Review Board.

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3.4 PHASING

This project will be developed in phases as the market will allow. This level of infrastructure improvements required to serve any given phase at the time of Site Plan will be determined for each phase of the development. The project will be designed so that the intensity of development can increase over time. Development should be phased in a manner that creates an initial sense of place.

Phasing Requirements.

- Locate buildings and surface parking lots in a manner that will accommodate future structured parking.
- Design drives and pedestrian walks within commercial parking lots so they can eventually transition to streets, lanes or alleys.
- Where appropriate construct both sides of streets simultaneously to create a unified streetscape.
- Develop important public parks and trail networks in early phases to create a sense of place, connection and identity.

3.5 LIGHT-RAIL STATION

The pedestrian and bicycle network will connect to the existing Light-rail station.

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3.6 ENVIRONMENTAL MITIGATION

The FRA currently has a State(CDPHE) approved Materials Management Plan. The property will be remediated in accordance with the approved plan, as required.

3.7 LANDSCAPE

The Campus landscape should create a comfortable, cohesive and sustainable urban environment. The landscape should be designed to unify the campus over time so that individually designed parts of the campus relate properly to one another, regardless of when they are built. The design of primary streets and parks should consider the aesthetics of design, as well placemaking, intended function of the space, ecology, water conservation and long-term maintenance. Detailed landscape guidelines are included in the FIC Design Guidelines.

3.8 PUBLIC ART

Public art enriches the physical and intellectual environment and should be sited in strategic locations throughout the campus. Large and smaller scale sculptures create memorable landmarks that integrate well within an urban streetscape. Parks, and private plazas are well served by strong sculptural elements. Durable materials that are ideally suited to withstand local weather and vandalism should be utilized. Public Art guidelines are included in the FIC Design Guidelines.

3.9 SUSTAINABILITY

FRA is committed to creating a lasting and sustainable urban development pattern. The proposed street network has been designed to connect to the existing grid where feasible linking the transit station to the neighborhoods, Anschutz Medical Campus and Fitzsimons Innovation Community. The urban form and street design is intended to create a highly pedestrian scale walkable environment. Bike facilities are included both on and off-street to connect to the existing bicycle network and trail system. A mix of land-uses is encouraged to create vibrant TOD that will serve residents and office users. The FIC Design Guidelines will include a checklist of sustainability criteria from LEED.

4. PARKING ::

In order to create a more walkable, urban environment, land resources devoted to parking should be minimized. Planned parking facilities should be designed as efficiently as possible by promoting standards to minimize square footage per parking stall, promote pedestrian connections between uses and be integrated into the building or site design. (For example, inefficient parking layouts should be discouraged; ground floor retail or commercial wraps should be encouraged for any parking garages located along primary streets).

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Shared use of parking should be encouraged between nearby complimentary land uses. Active parking management and use of parking technology is also encouraged. Parking policies should be enacted to promote alternative modes of transportation such as rail, bicycle, bus, shuttle circulator, and other alternatives. Car-share programs, guaranteed ride home, and other options should be implemented to further support user groups who may arrive via alternative modes.

As the development densifies over time, surface parking should transition to parking structures. All site plan submittals should include a phasing strategy to achieve structured parking. Minimum parking requirements for office and commercial are not required under the GDP, though parking maximums are defined (below) so that targeted development densities can be achieved. Each site plan submittal is encouraged to provide a shared parking plan to show how parking needs for individual uses and/or parcels can be accommodated within the site. Certain facilities such as on-street parking and some lots and garages may be managed as a shared public resource and would be available to accommodate the parking needs for associated development parcels (at the discretion of FRA and the City).

Early phase surface parking is allowed until such time that the market warrants parking structures. Early phase surface parking should be minimized to the extent feasible. Surface parking lots should be located to the rear or sides of buildings. All surface parking should be screened from public view and adjacent uses. Surface parking is not allowed between a primary building façade and the street.

Surface parking lot screening shall be in accordance with the FIC Design Guidelines, Chapter 5: Parking.

Where feasible, parking structures should be incorporated into the existing topography to minimize visual impact on surrounding uses. See also section 2.3 Streets.

4.1 DISTRICT PARKING STRATEGY

An off-street, district parking strategy is encouraged to take advantage of potential shared parking strategies based upon peak parking demands for various uses and possible reductions due to transit usage. District parking, off-street parking and parking structure criteria are provided in FIC Design Guidelines.

4.2 MINIMUM / MAXIMUM SUPPLY REQUIREMENTS UPON COMMENCEMENT OF RAIL TRANSIT SERVICE

The parking requirements table sets forth parking supply requirements for general categories of land use once the rail transit is operational. The intent of parking maximums (rather than minimums) is to allow projects to tailor parking to their specific uses, while encouraging site-wide development density. Parking requirements for site plan submittals will be reviewed on a case-by-case basis to ensure that an adequate parking plan is provided. These are generalized categories reflective of the use table, and not inclusive of all uses.

TABLE 5: PARKING REQUIREMENTS WITHIN THE GDP

All Sub Areas	All Sub Areas 6
Retail & Personal Service Uses	4.0 spaces/1,000 gfa maximum [1, 2]
Restaurant	10.0 spaces/1,000 gfa maximum [1, 2]
Office	4.0 spaces/1,000 gfa maximum [1, 2]
Industrial/Light manufacturing	2.0 space/1,000 gfa maximum [1, 2]
Multi Family Residential	0.25 space/dwelling unit minimum[1,2,5,8]
Single Family Attached	0.5 space/dwelling unit minimum[1,2,5,8]

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1. Maximum parking limits may be exceeded where the parking supply over the maximum is located within a parking structure.
2. A waiver to exceed parking maximums must be approved be FRA and Planning Director.
3. Scooter/motorcycle parking will be allowed to count towards parking requirements at a ratio of three scooter/motorcycle spaces to one automobile space. Scooter/motorcycle parking shall not account for more than 10% of parking requirements.
4. Compact spaces should not exceed more than 10% of the total except by approval from FRA and the Planning Director.
5. Each project shall submit a site specific parking plan that aligns with the overall Fitzsimons Innovation Community parking strategy.
6. Section 146-1509 does not apply to this GDP.
7. Parking ratios may be lowered 25% if car share programs are implemented on campus.
8. City enforcement subject to HB24-1304

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4.3 ON-STREET AND SHARED PUBLIC PARKING

FRA may opt to manage on-street parking (and/or certain off-street facilities) for streets owned by the FRA as a shared parking resource allowing for more efficient use of land and parking infrastructure. Under this scenario, publicly available parking would be managed with a combination of time limits, permit parking programs, and/or parking meters to encourage turn-over of the most convenient spaces for customers and visitors. For streets dedicated to the City of Aurora, the Metro District will manage on-street parking (and/or certain off-street facilities).

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As an alternative, FRA may enter into an intergovernmental agreement (IGA) with the City of Aurora where the City's Parking and Mobility Enterprise would assist with technology procurement, implementation, enforcement, and maintenance for publicly available on-street spaces and/or selected publicly available off-street facilities. Parking should be located within one city block of the building being served.

Publicly available on-street or off-street parking resources will not be under the control of any individual private parcel or project, but may be utilized to count towards parking calculations for individual site plan submittals in accordance with the District Parking Strategy and at the discretion of FRA, DRB and the Planning Director.

4.4 BICYCLE PARKING

Bicycle parking shall be provided per City of Aurora Code.

EXHIBIT C

TRYBA ARCHITECTS
1620 Logan Street
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303.831.4010

FITZSIMONS INNOVATION COMMUNITY

Location
AURORA, COLORADO

Consultants:

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Issue Record:

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11.27.2024	Major amendment submittal 4

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Drawn: R.S.
Checked: K.D.F.

GENERAL DEVELOPMENT CRITERIA

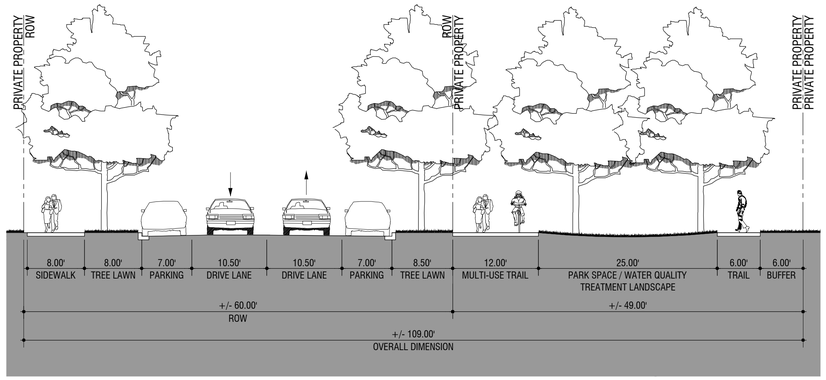
SHEET 12 OF 23

EXHIBIT C

FITZSIMONS INNOVATION COMMUNITY

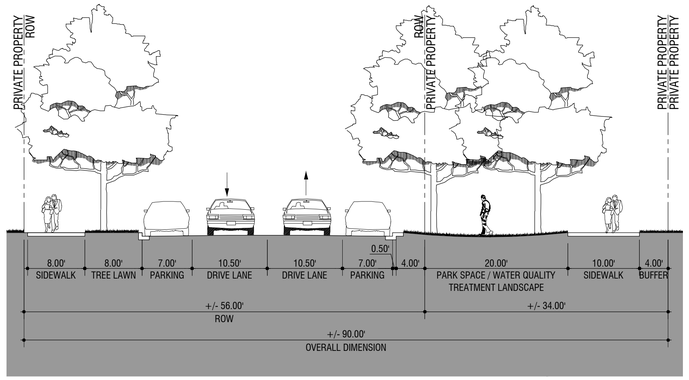
GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO



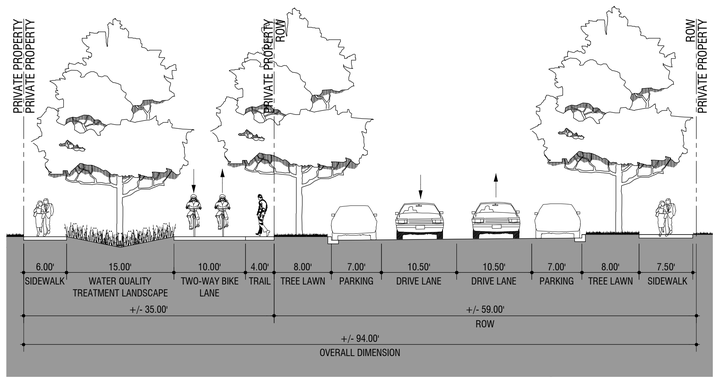
A. 25TH AVE / TYP. MID-BLOCK SECTION ::

Two travel lanes with off-street sidewalks / On-street parking both sides
*see notes 1,2, and 3 on this sheet.



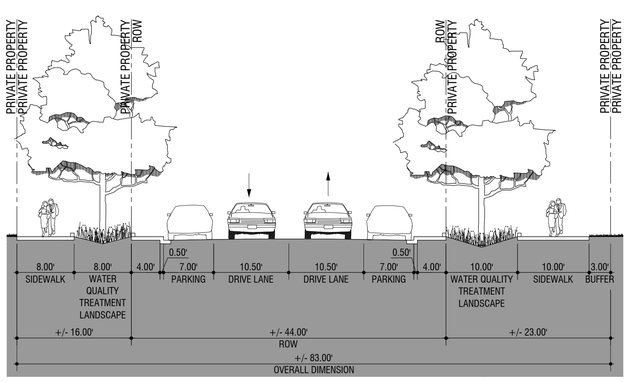
B. 24TH AVE / TYP. MID-BLOCK SECTION ::

Two travel lanes with off-street multi-use trail / On-street parking both sides
*see notes 1,2, and 3 on this sheet.



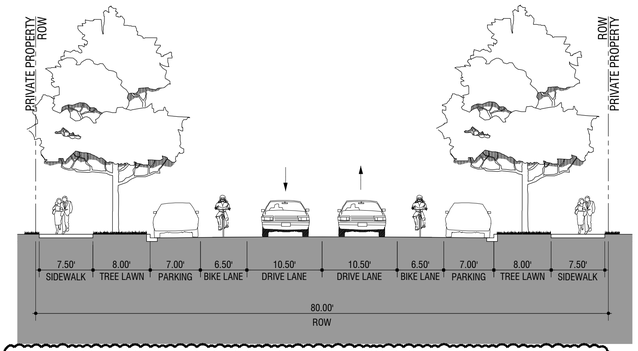
C. RACINE STREET SECTION / TYPICAL MID-BLOCK SECTION ::

Two travel lanes with off-street bike path and sidewalks/ On-street parking both sides
*see notes 1,2, and 3 on this sheet.



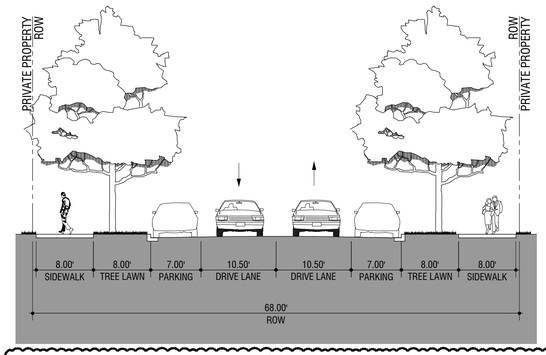
D. QUENTIN STREET SECTION / TYPICAL MID-BLOCK SECTION ::

Two travel lanes / On-street parking both sides
*see notes 1,2, and 3 on this sheet.



E. TYPICAL COLLECTOR STREETS (E 23RD AVE)::

Two travel lanes with on-street bike lanes / On-street parking both sides
* see notes 1,2 and 3 on this sheet.

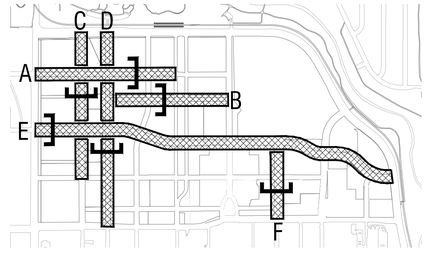


F. TYPICAL LOCAL STREETS (REVERE ST, UVALDA ST, E 21ST AVE, E 22ND AVE)::

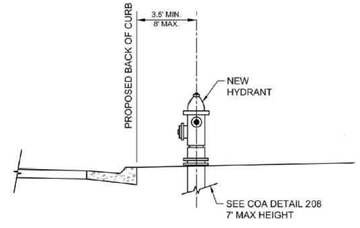
Two lane street minimum / On-street parking both sides
*see notes 1,2, and 3 on this sheet.

NOTES ::

1. All street sections are conceptual. Final design and lane configuration are subject to future traffic study.
2. All streets shall provide a 26 foot wide clear zone every 150 linear feet for fire trucks. Reference City of Aurora Roadway Design Manual Detail S23.1. Typical.
3. R.O.W. will be made available at the time of site plan submittal to allow for necessary turn lanes as indicated by the City of Aurora Traffic Study for the Fitzsimons Innovation Community.
4. At the time of this GDP submittal, Montview Boulevard is under design process, this GDP will be amended through a Minor Amendment process to include the preferred street cross section.



Key map



TYPICAL FIRE HYDRANT PLACEMENT

TRYBA ARCHITECTS
1620 Logan Street
Denver, Colorado 80203
303.831.4010

FITZSIMONS INNOVATION COMMUNITY

Location
AURORA, COLORADO

Consultants:

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12635 E. Montview Blvd. Suite 100
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Proj. #:	2328
Drawn:	R.S.
Checked:	K.D.F.

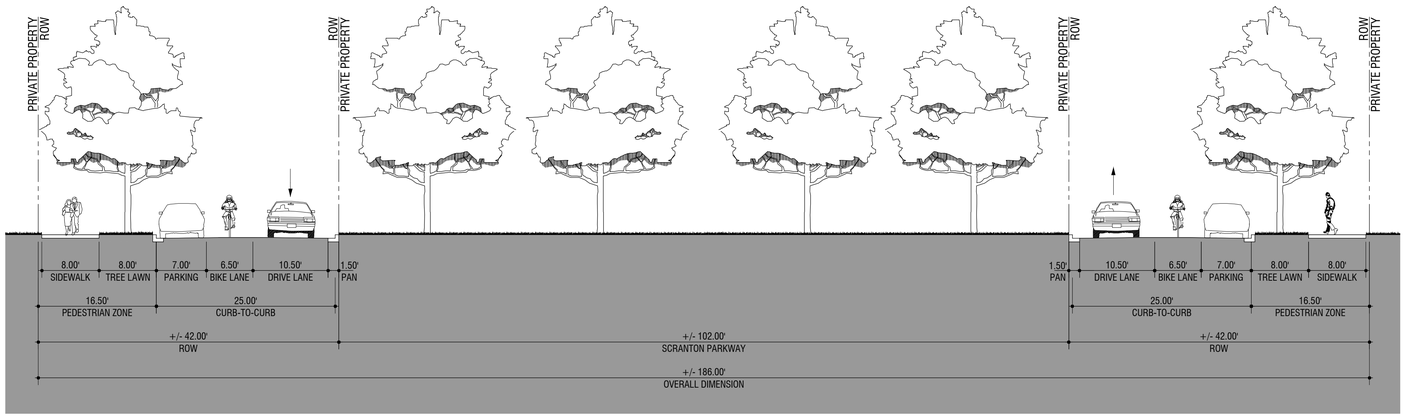
STREET SECTIONS

SHEET 13 OF 23

FITZSIMONS INNOVATION COMMUNITY

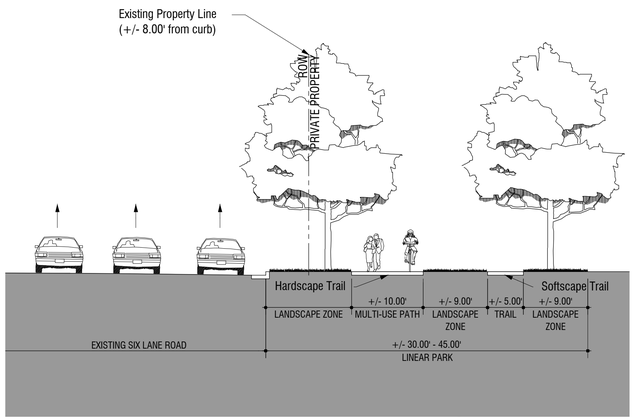
GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO



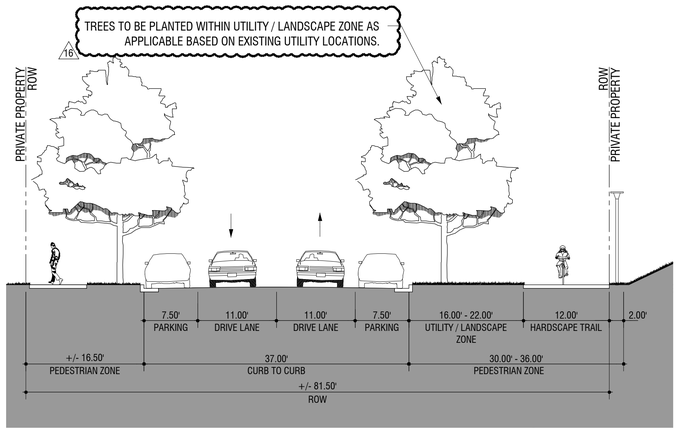
G. SCRANTON PARKWAY / TYPICAL MID-BLOCK ::

Each side: One travel lane / One parking lane / Bicycle lane
* see notes 1,2 and 3 on this sheet.



H. PEORIA MULTI-USE PATH ::

Multl-use path envisioned as 10 feet hard-scape and 5 feet soft surface trail.
Linear Park width may vary depending upon adjacent land uses, see FIC Design Guidelines.
* see notes 1,2 and 3 on this sheet.



I. URSULA STREET / TYPICAL MID-BLOCK SECTION ::

Two travel lanes with off-street multi-use path / On-street parking both sides
*see notes 1,2, and 3 on this sheet.

NOTES ::

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2. All streets shall provide a 26 foot wide clear zone every 150 linear feet for fire trucks. Reference City of Aurora Roadway Design Manual Detail S23.1. Typical.
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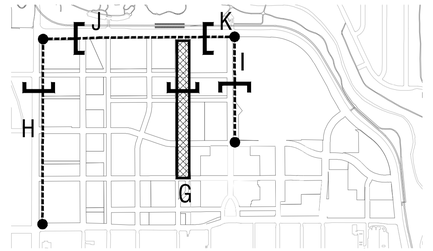
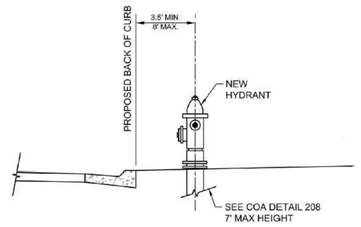
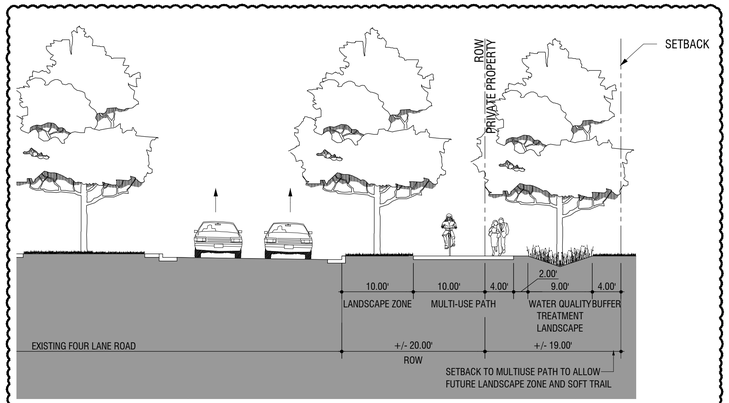
16



Key map

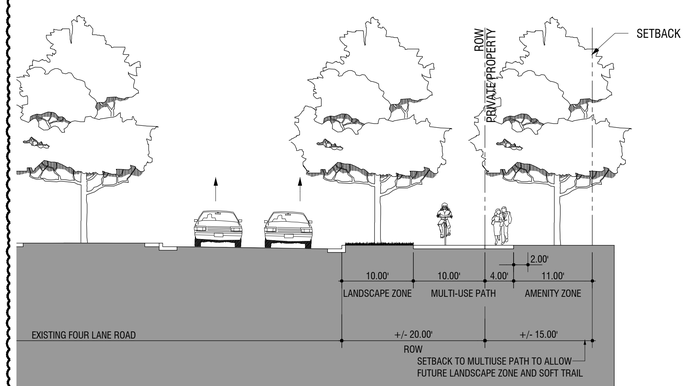


TYPICAL FIRE HYDRANT PLACEMENT



J. FITZSIMONS MULTI-USE PATH (WEST OF SCRANTON PKWY) ::

Multl-use path envisioned as 10 feet hard-scape and 4 feet soft surface trail.
* see notes 1,2 and 3 on this sheet.



K. FITZSIMONS MULTI-USE PATH (EAST OF SCRANTON PKWY) ::

Multl-use path envisioned as 10 feet hard-scape and 4 feet soft surface trail.
* see notes 1,2 and 3 on this sheet.

16

EXHIBIT C

TRYBA ARCHITECTS
1620 Logan Street
Denver, Colorado 80203
303.831.4010

FITZSIMONS INNOVATION COMMUNITY

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Drawn: R.S.
Checked: K.D.F.

STREET SECTIONS

SHEET 14 OF 23

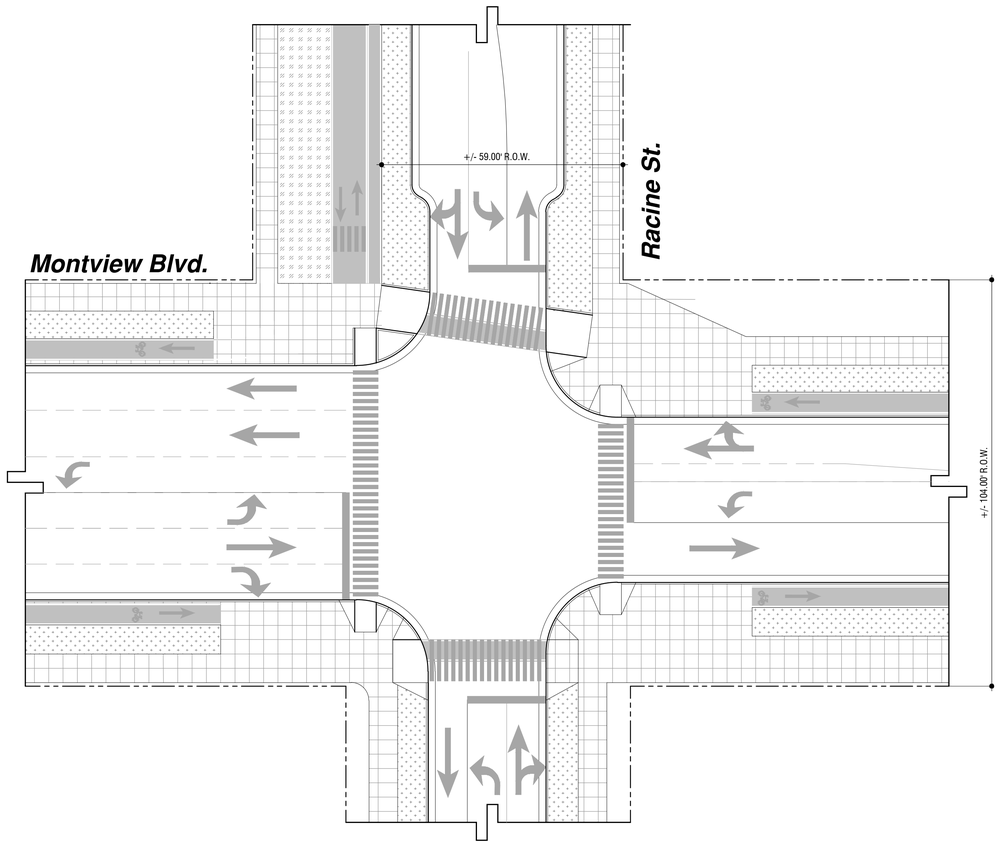
16

EXHIBIT C

FITZSIMONS INNOVATION COMMUNITY

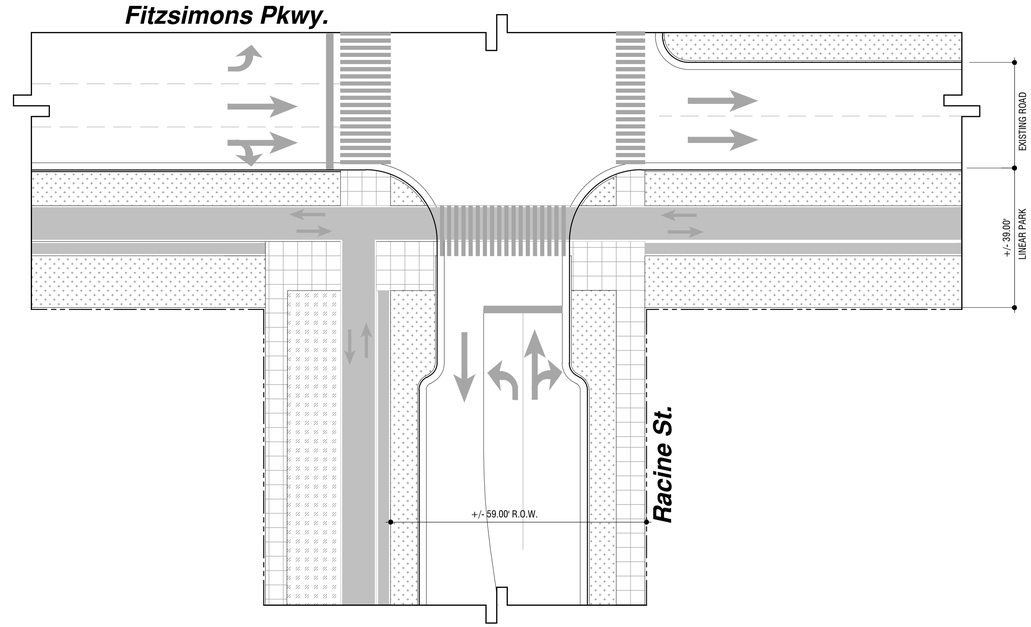
GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO



A. CONCEPTUAL MONTVIEW BLVD. AND RACINE STREET INTERSECTION ::

*see notes 1,2, and 3 on this sheet.

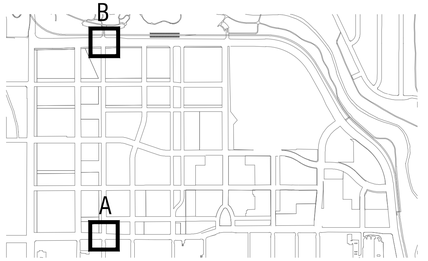


B. CONCEPTUAL FITZSIMONS AND RACINE STREET INTERSECTION::

Typical two lanes street with turn lane at intersection / Bicycle lanes at multi-use path along Peoria and Fitzsimons
*see notes 1,2, and 3 on this sheet.

LEGEND ::

- PEDESTRIAN ZONE
- LANDSCAPE OR AMENITY ZONE
- PARK SPACE
- BICYCLE LANE



Key map

NOTES ::

1. All street sections are conceptual and prioritize pedestrian movements at intersections. Final design and lane configuration are subject to future traffic study.
2. All streets shall provide a 26 foot wide clear zone every 150 linear feet for fire trucks. Reference City of Aurora Roadway Design Manual Detail S23.1. Typical.
3. R.O.W. will be made available at the time of site plan submittal to allow for necessary turn lanes as indicated by the City of Aurora Traffic Study for the Fitzsimons Innovation Community.
4. Intersections shall meet requirements from Detail 14.3 for Urban Intersections.

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STREET INTERSECTIONS

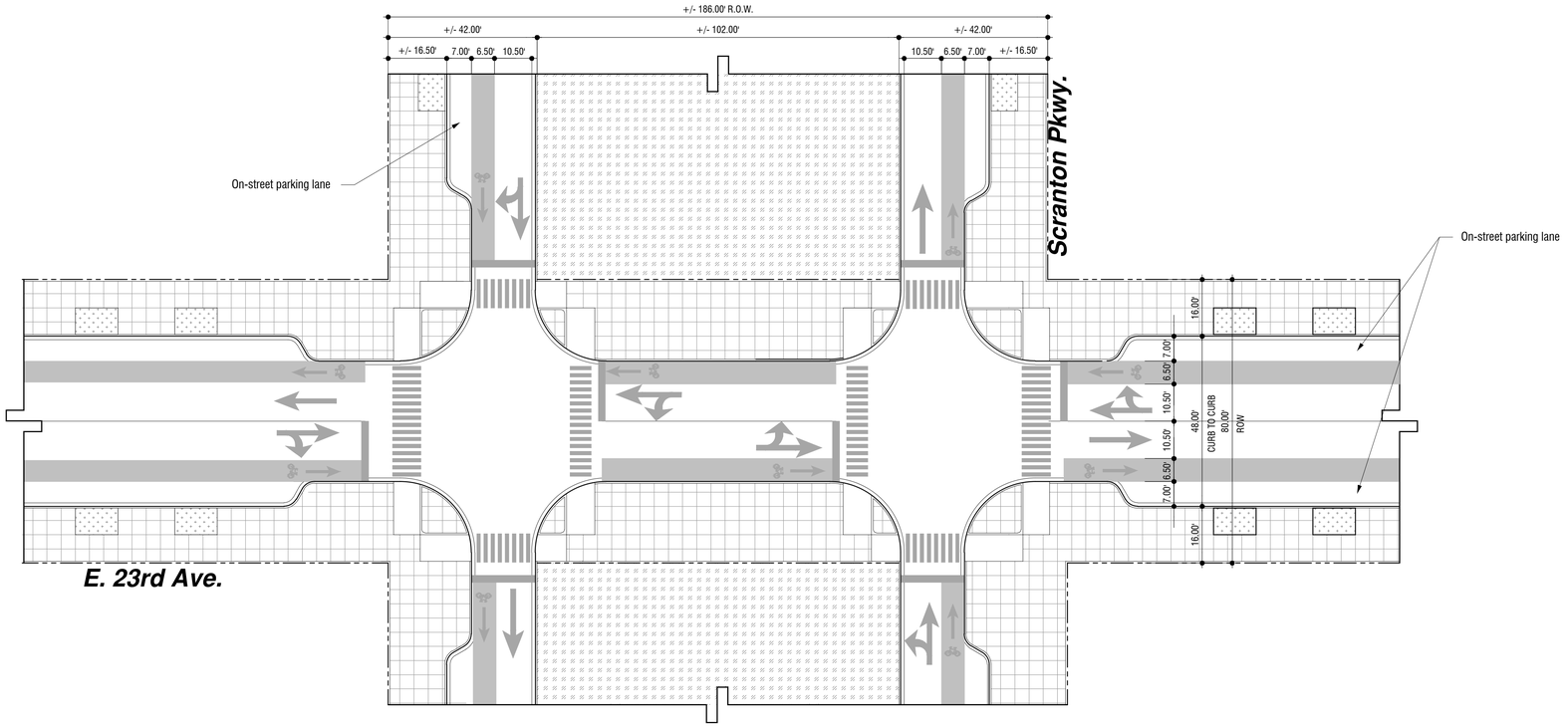
SHEET 15 OF 23

16

FITZSIMONS INNOVATION COMMUNITY

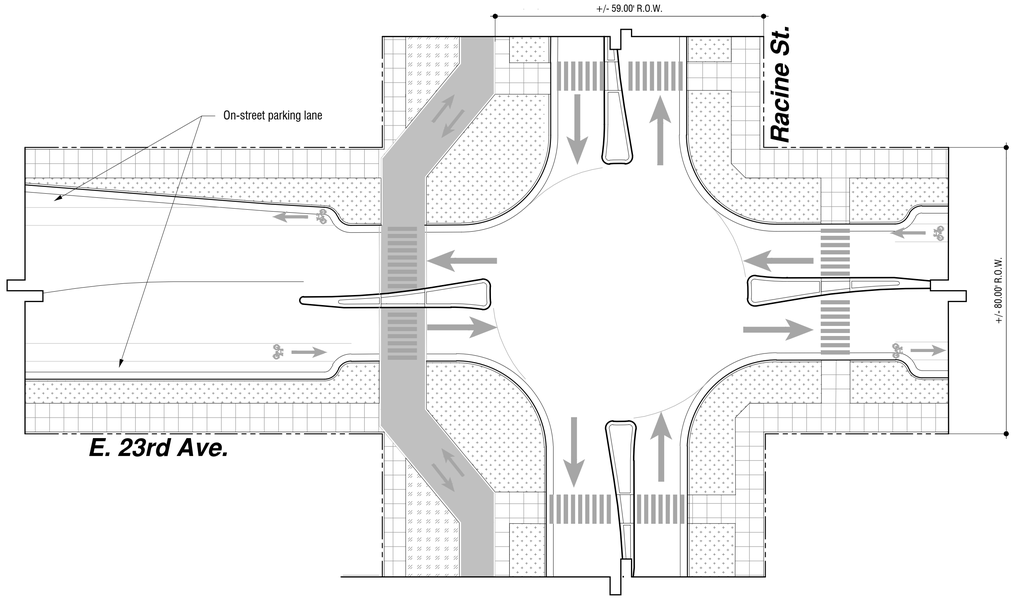
GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO



C. CONCEPTUAL E. 23RD AND SCRANTON PARKWAY INTERSECTION ::

*see notes 1,2, and 3 on this sheet.



D. CONCEPTUAL E. 23RD AND RACINE STREET INTERSECTION WITH TURN LANE ::

Typical two lane street with roundabout at intersection / Bicycle lanes / off-street bike path
If turn lanes are not necessary, curb extensions should be used to decrease crossing distances.
*see notes 1,2, and 3 on this sheet.

LEGEND ::

- PEDESTRIAN ZONE
- LANDSCAPE OR AMENITY ZONE
- PARK SPACE
- BICYCLE LANE

NOTE ::

1. All street intersections are conceptual and prioritize pedestrian movements at intersections. Final design and lane configuration are subject to future traffic study.
2. All streets shall provide a 26 foot wide clear zone every 150 linear feet for fire trucks. Reference City of Aurora Roadway Design Manual Detail S23.1, Typical.
3. R.O.W. will be made available at the time of site plan submittal to allow for necessary turn lanes as indicated by the City of Aurora Traffic Study for the Fitzsimons Innovation Community.
4. Intersections shall meet requirements from Detail 14.3 for Urban Intersections.

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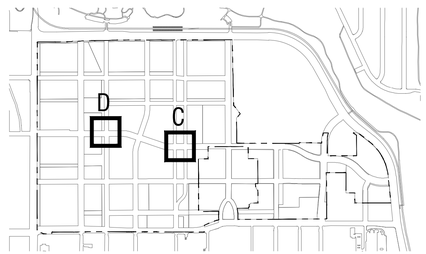

Key map

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1620 Logan Street
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STREET INTERSECTIONS

SHEET 16 OF 23

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EXHIBIT C

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

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RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
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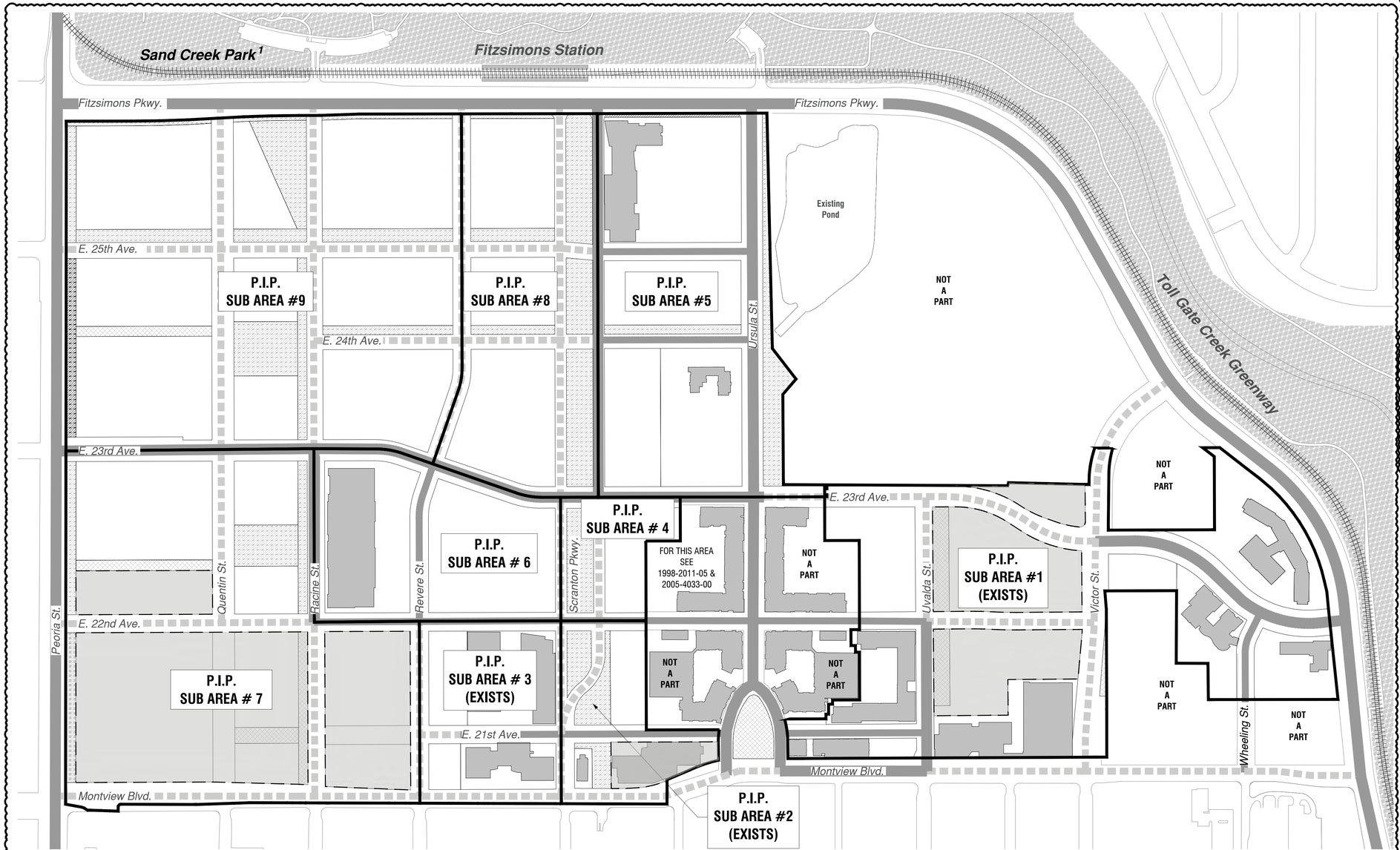

LEGEND ::

- GDP Boundary
- LIGHT-RAIL TRACK
- P.I.P. AREA'S BOUNDARY
- CU OWNED PROPERTY
- EXISTING PARK SPACE
- FUTURE PARK SPACE
- INELIGIBLE PARK SPACE
- REGIONAL OPEN SPACE
- EXISTING PRIMARY STREETS
- EXISTING SECONDARY STREETS
- FUTURE PRIMARY STREETS
- FUTURE SECONDARY STREETS

NOTE ::

1. Improvements to Sand Creek Park and Confluence Park will be coordinated with the City of Aurora through an IGA, which will outline the roles and responsibilities of each party, including planned improvements and the allocation of funding. Timing of improvements to be coordinated with the development of residential units that exceed the amount accommodated by the on site park network.

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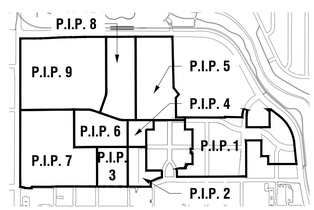
0 300 600



P.I.P. SUB AREA KEY DIAGRAM

Concurrent with the submission of a Site Plan within each of the nine P.I.P. sub-areas, a public improvements plan outlining the triggers for required public improvements serving the development parcel will be approved as part of the Site Plan review process, in coordination with the PIP Area Enlargement Public Improvement Narratives (Sheet 18 - 20). Traffic and engineering will be updated, as reasonably determined to be necessary by the Aurora Public Works Director, and shall be included with each public improvements plan.

16

P.I.P 1, 2 and 3 currently exist and are likely to incur development in the near term. The remainder of the sub-areas are designated in order of likely development potential given existing site constraints and development strategy, however, this does not represent a phasing plan.

Due to existing army mortgage encumbering sub- areas 4, 5, 6, 7, 8 as well as the land sale and subsequent land swap agreement with University of Colorado. It is difficult to determine phasing and triggers for all 184 acres.

Site plan submittals for P.I.P 2 shall trigger construction of Scranton Parkway between E. 22nd Avenue and Montview Boulevard, and construction of E. 21st Avenue between Revere Street and Ursula Street.

Site plan submittals for P.I.P 4 shall trigger construction of Scranton Parkway between E. 22nd Avenue and E. 23rd Avenue, and construction of E. 22nd Avenue between Scranton Parkway and Ursula Street.

Site plan submittal for P.I.P 5 shall trigger design and construction of Scranton Parkway between E. 23rd Avenue and Fitzsimons Parkway, and Ursula Street between E. 23rd Avenue and Fitzsimons Parkway.

16

Portions of Scranton Parkway are included in P.I.P. sub-area 2, 4 and 8 to allow park space to be developed concurrently with residential development.

FRA/Metro District is responsible for constructing Primary Streets and related infrastructure including storm sewer, sanitary sewers, water and pedestrian zones.

FRA/Metro District is responsible for constructing Parks as identified in this plan. Park construction will be coordinated to serve associated vertical development.

16

Expansion of the existing pond located to the northeast of the GDP area will be coordinated with development per the Drainage Plan (Sheet 22) and IMP. Funding will be per the IGA. For sites that cannot connect to the existing pond within Major Drainage Basin D due to basin drainage constraints, individual developers will be able to connect to private water quality treatment sites dedicated within the street section or shall be responsible for their own on-site water quality treatment and detention. If multiple development proposals occur simultaneously, shared water quality and detention is encouraged. Aurora Water has proceeded with plans in partnership with the FRA to install a storm water pipe along Racine Street, as part of a public-private partnership to create a combined stormwater system within Major Drainage Basin D of the site.

Individual project developments will be responsible for landscape located within build-to zones. See Design Guidelines for requirements.

Public art guidelines are included in the FIC Design Guidelines. A subsequent, site wide public art plan will be created with input from City of Aurora and administered by the FRA. A public art plan will be created as a minor amendment in coordination with C.O.A. Public Art Planner.

The FRA will work with City to create a campus wide parking strategy and management program. When complete, the Parking Strategy and Management Program will be included in an updated IGA between the City of Aurora and Colorado Science and Technology Park Metropolitan District No. 1

R.O.W. will be made available at the time of site plan submittal to allow for necessary turn lanes as indicated by the City of Aurora Traffic Study for the Fitzsimons Innovation Community.

Refer to the I.G.A. for maintenance responsibility for public streets, parks and bicycle facilities.

Site plan submittals within each P.I.P. Sub Area shall include a TDM Compliance memorandum summarizing implemented TDM strategies (Reference MTIS Appendix H: TDM Reductions dated 04/09/2025) and expected reductions. Before full development of any phase in alignment with MTIS, trip generation shall be reassessed with the City of Aurora to determine if additional TDM or mitigation measures are needed to support planned density. If additional traffic reduction measures are required, future development must meet adjusted TDM measures to fulfill acceptable traffic performance standards.

16

16

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PUBLIC IMPROVEMENTS PLAN

SHEET 17 OF 23

EXHIBIT C

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SECTION 36, TOWNSHIP 3 SOUTH
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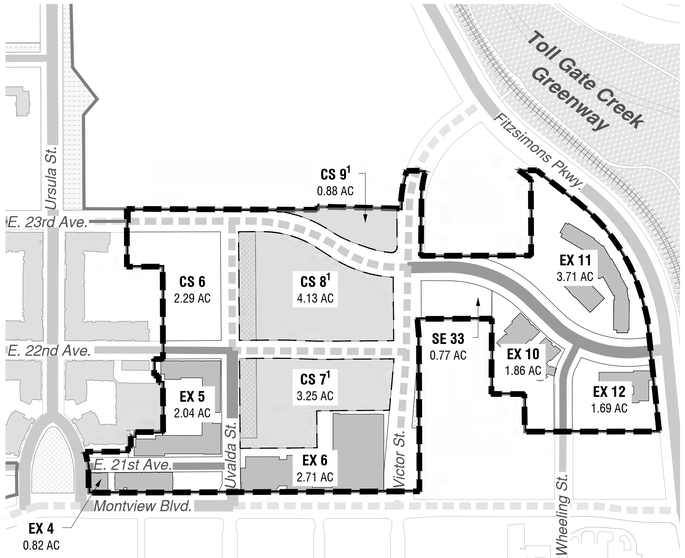
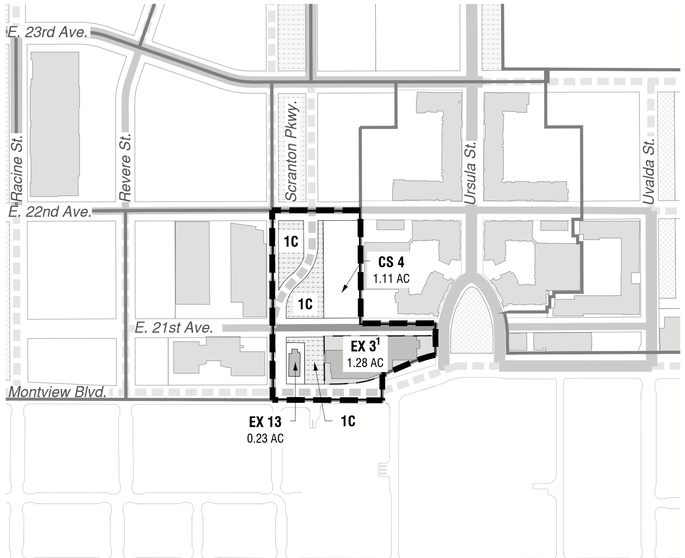
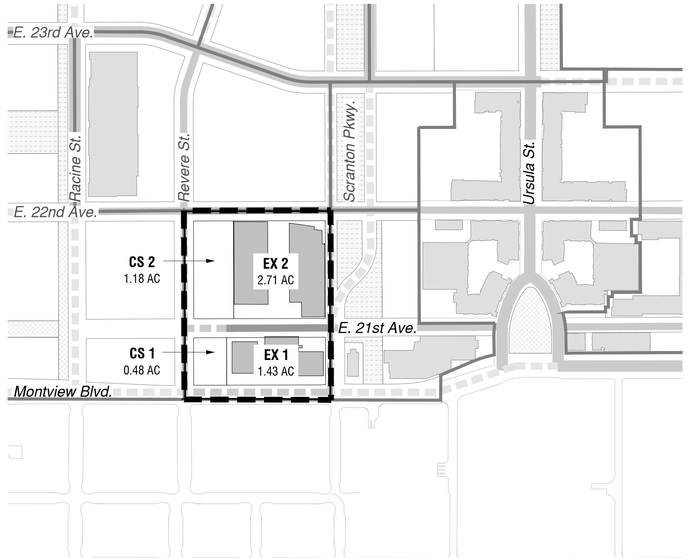
PUBLIC IMPROVEMENT AREA 1



PUBLIC IMPROVEMENT AREA 2



PUBLIC IMPROVEMENT AREA 3



PUBLIC IMPROVEMENT NARRATIVE

EX 4: N/A

EX 5: N/A

CS 6: CONSTRUCT UVALDA STREET FROM 22ND AVENUE TO 23RD AVENUE, AND CONSTRUCT 23RD AVENUE FROM URSULA STREET TO VICTOR STREET.

EX 6: N/A

CS 7[1]: UNIVERSITY PROPERTY.

CS 8[1]: UNIVERSITY PROPERTY.

CS 9[1]: UNIVERSITY PROPERTY.

SE 33: CONSTRUCT VICTOR STREET FROM MONTVIEW BOULEVARD TO FITZSIMONS PARKWAY.

EX 10: N/A

EX 11: N/A

EX 12: N/A

PUBLIC IMPROVEMENT NARRATIVE

EX 3[1]: N/A

CS 4: CONSTRUCT SCRANTON PARKWAY FROM 22ND AVENUE TO MONTVIEW BOULEVARD. CONSTRUCT PARK SPACE 1C. SCRANTON PARKWAY CONSTRUCTION TO BE TRIGGERED BY WHICHEVER IS FIRST: DEVELOPMENT OF CS 4 PARCEL OR THE CITY OF AURORA MONTVIEW BOULEVARD CONSTRUCTION PROJECT.

EX 13: N/A

PUBLIC IMPROVEMENT NARRATIVE

EX 1: N/A

EX 2: N/A

CS 1: EXTEND 21ST AVENUE TO REVERE STREET, AND CONSTRUCT REVERE STREET FROM MONTVIEW BOULEVARD TO 21ST AVENUE.

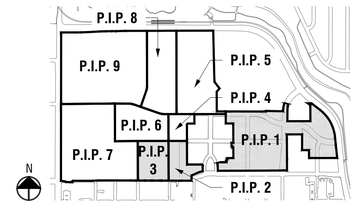
CS 2: EXTEND 21ST AVENUE TO REVERE STREET, AND CONSTRUCT REVERE STREET FROM MONTVIEW BOULEVARD TO 22ND AVENUE.

LEGEND ::

- GDP Boundary
- LIGHT-RAIL TRACK
- P.I.P. AREA'S BOUNDARY
- CU OWNED PROPERTY
- EXISTING PARK SPACE
- FUTURE PARK SPACE
- INELIGIBLE PARK SPACE
- REGIONAL OPEN SPACE
- EXISTING PRIMARY STREETS
- EXISTING SECONDARY STREETS
- FUTURE PRIMARY STREETS
- FUTURE SECONDARY STREETS

NOTE ::

1. Parcels owned by the University of Colorado; may or may not be developed in compliance with the GDP.
2. Each planning area shall have two distinct points of access into the planning area and sufficient roadways to assure emergency vehicle access as required by Fire Life Safety.



P.I.P. SUB AREA KEY DIAGRAM

18

TRYBA ARCHITECTS
1620 Logan Street
Denver, Colorado 80203
303.831.4010

FITZSIMONS INNOVATION COMMUNITY

Location
AURORA, COLORADO

Consultants:

Applicant
Fitzsimons Redevelopment Authority
12635 E. Montview Blvd. Suite 100
Aurora, CO
t. (720) 859.4100

Civil Engineer
MATRIX Design Group
1601 Blake St. Suite 200
Denver, CO 80202
t. (303) 572.0200

Traffic Engineer
Fehr & Peers
410 17th St. Suite 1000
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t. (303) 296.4300

Issue Record:

10.02.2015	Submittal 1
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07.14.2016	Final submittal
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11.27.2024	Major amendment submittal 4

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Proj. #:	2328
Drawn:	R.S.
Checked:	K.D.F.

P.I.P. SUB AREA ENLARGEMENT PLANS

SHEET 18 OF 23

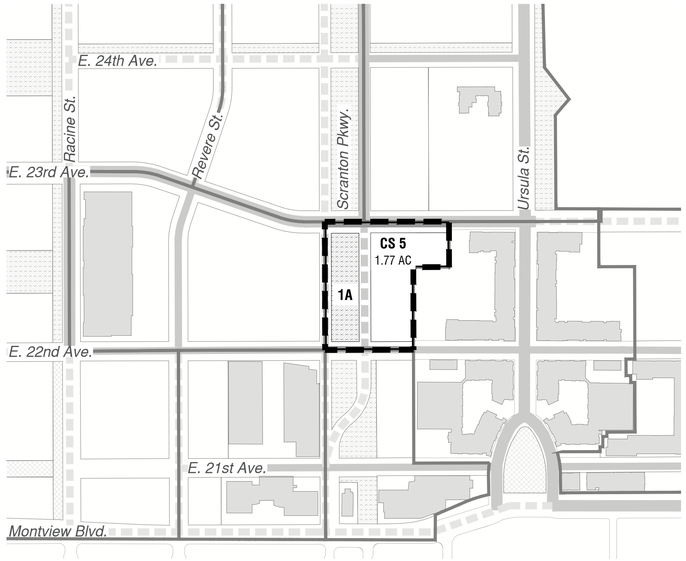
EXHIBIT C

FITZSIMONS INNOVATION COMMUNITY

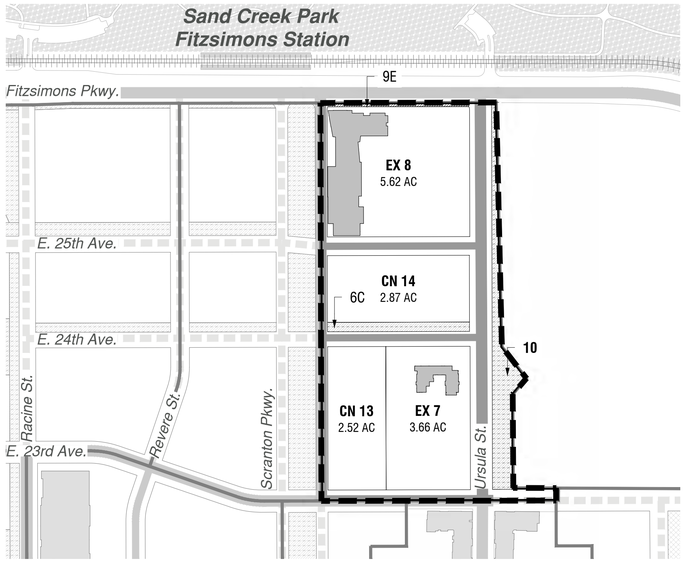
GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO

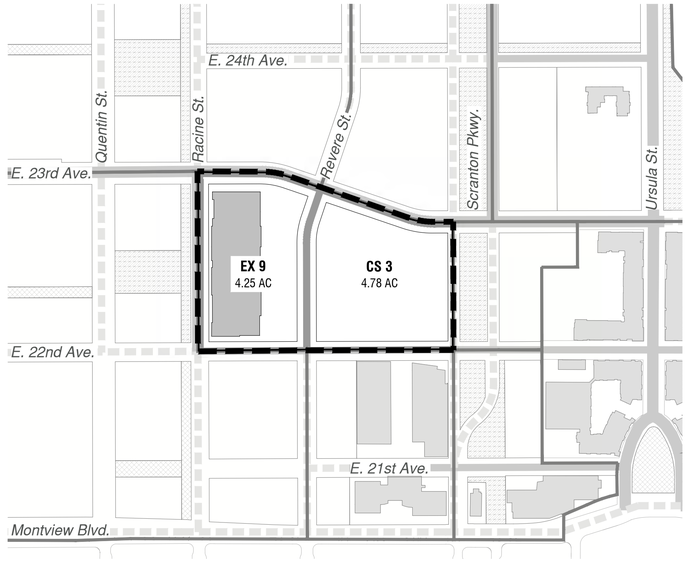
PUBLIC IMPROVEMENT AREA 4



PUBLIC IMPROVEMENT AREA 5



PUBLIC IMPROVEMENT AREA 6



PUBLIC IMPROVEMENT NARRATIVE

CS 5: CONSTRUCT SCRANTON PARKWAY FROM 22ND AVENUE TO 23RD AVENUE AND CONSTRUCT 22ND AVENUE FROM SCRANTON PARKWAY TO URSULA STREET. CONSTRUCT PARK SPACE 1A.

PUBLIC IMPROVEMENT NARRATIVE

CN 13: N/A

CN 14: CONSTRUCT PARK SPACE 6C, AND CONSTRUCT PARK SPACE 10. IF WARRANTED, THE SIGNALIZED INTERSECTION AT URSULA STREET AND FITZSIMONS PARKWAY SHALL BE CONSTRUCTED TO FACILITATE PEDESTRIAN ACCESS TO SAND CREEK PARK.

EX 7: N/A

EX 8: N/A

PUBLIC IMPROVEMENT NARRATIVE

CS 3[1]: CONSTRUCT SCRANTON PARKWAY FROM 22ND AVENUE TO 23RD AVENUE.

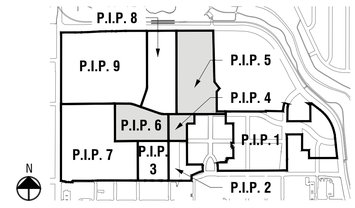
EX 9: N/A

LEGEND ::

- GDP Boundary
- LIGHT-RAIL TRACK
- P.I.P. AREA'S BOUNDARY
- CU OWNED PROPERTY
- EXISTING PARK SPACE
- FUTURE PARK SPACE
- INELIGIBLE PARK SPACE
- REGIONAL OPEN SPACE
- EXISTING PRIMARY STREETS
- EXISTING SECONDARY STREETS
- FUTURE PRIMARY STREETS
- FUTURE SECONDARY STREETS

NOTE ::

1. The second site plan submittal for Parcel CS 3 triggers requirement to construct Scranton Parkway from 22nd Avenue to 23rd Avenue.
2. Each planning area shall have two distinct points of access into the planning area and sufficient roadways to assure emergency vehicle access as required by Fire Life Safety.



P.I.P. SUB AREA KEY DIAGRAM

TRYBA ARCHITECTS
1620 Logan Street
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303.831.4010

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Location
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Proj. #:	2328
Drawn:	R.S.
Checked:	K.D.F.

P.I.P. SUB AREA ENLARGEMENT PLANS

SHEET 19 OF 23

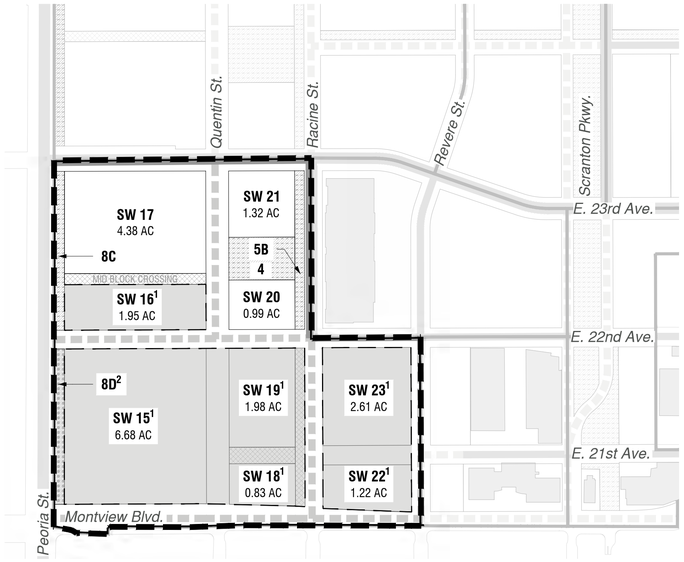
EXHIBIT C

FITZSIMONS INNOVATION COMMUNITY

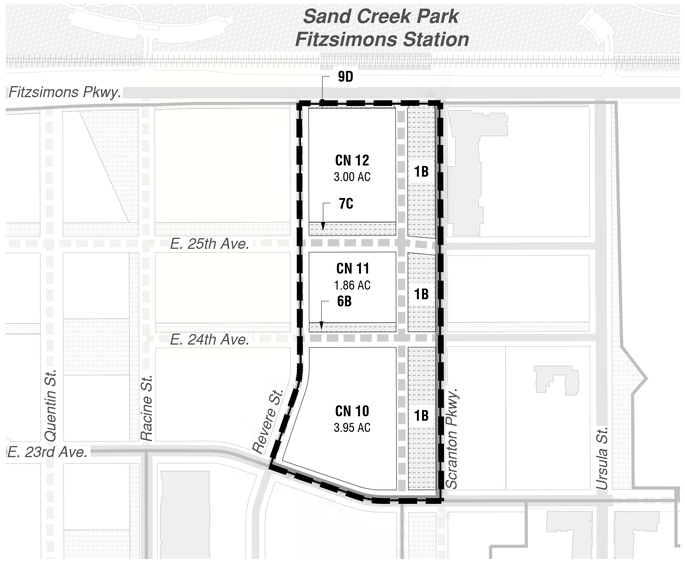
GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO

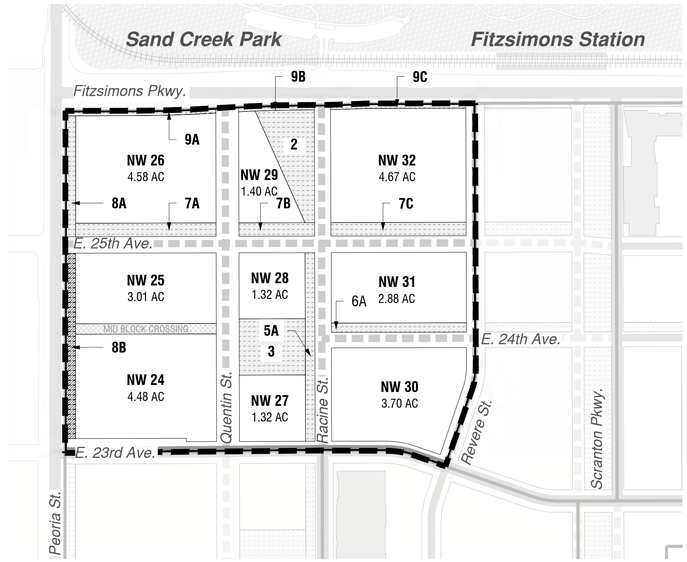
PUBLIC IMPROVEMENT AREA 7



PUBLIC IMPROVEMENT AREA 8



PUBLIC IMPROVEMENT AREA 9



PUBLIC IMPROVEMENT NARRATIVE

SW 15[1]: UNIVERSITY PROPERTY.

SW 16[1]: UNIVERSITY PROPERTY.

SW 17: CONSTRUCT QUENTIN STREET FROM 22ND AVENUE TO 23RD AVENUE, AND CONSTRUCT 22ND AVENUE FROM PEORIA STREET TO QUENTIN STREET. CONSTRUCT PARK SPACE 8C, AND MID BLOCK CROSSING.

SW 18[1]: UNIVERSITY PROPERTY.

SW 19[1]: UNIVERSITY PROPERTY.

SW 20: CONSTRUCT QUENTIN STREET FROM 22ND AVENUE TO 23RD AVENUE, AND CONSTRUCT 22ND AVENUE FROM QUENTIN STREET TO RACINE STREET. CONSTRUCT PARK SPACE 4, AND PARK SPACE 5B.

SW 21: CONSTRUCT QUENTIN STREET FROM 22ND AVENUE TO 23RD AVENUE, AND CONSTRUCT 22ND AVENUE FROM QUENTIN STREET TO RACINE STREET. CONSTRUCT PARK SPACE 4, AND PARK SPACE 5B.

SW 22[1]: UNIVERSITY PROPERTY.

SW 23[1]: UNIVERSITY PROPERTY.

PUBLIC IMPROVEMENT NARRATIVE

CN 10: CONSTRUCT REVERE STREET FROM 23RD AVENUE TO 24TH AVENUE, CONSTRUCT SCRANTON PARKWAY FROM 23RD AVENUE TO 24TH AVENUE, AND CONSTRUCT 24TH AVENUE FROM REVERE STREET TO EAST SIDE OF SCRANTON PARKWAY. CONSTRUCT PARK SPACE 1B FROM 23RD AVENUE AND 24TH AVENUE, AND PARK SPACE 6B.

CN 11: CONSTRUCT REVERE STREET FROM 24TH AVENUE TO 25TH AVENUE, CONSTRUCT SCRANTON PARKWAY FROM 24TH AVENUE TO 25TH AVENUE, CONSTRUCT 24TH AVENUE FROM REVERE STREET TO EAST SIDE OF SCRANTON PARKWAY, AND CONSTRUCT 25TH AVENUE FROM REVERE STREET TO EAST SIDE OF SCRANTON PARKWAY. CONSTRUCT PARK SPACE 1B FROM 24TH AVENUE TO 25TH AVENUE, PARK SPACE 6B, AND PARK SPACE 7C.

CN 12: CONSTRUCT REVERE STREET FROM 25TH AVENUE AVENUE TO FITZSIMONS PARKWAY, CONSTRUCT SCRANTON PARKWAY 25TH AVENUE TO FITZSIMONS PARKWAY, AND CONSTRUCT 25TH AVENUE FROM REVERE STREET TO EAST SIDE OF SCRANTON PARKWAY. CONSTRUCT PARK SPACE 1B FROM 25TH AVENUE TO FITZSIMONS PARKWAY, PARK SPACE 7C, AND PARK SPACE 9D.

PUBLIC IMPROVEMENT NARRATIVE

NW 24: CONSTRUCT QUENTIN STREET FROM 23RD AVENUE TO 25TH AVENUE, AND CONSTRUCT 25TH AVENUE FROM PEORIA STREET TO QUENTIN STREET. CONSTRUCT PARK SPACE 7A, PARK SPACE 8B AND MID BLOCK CROSSING.

NW 25: CONSTRUCT QUENTIN STREET FROM 23RD AVENUE TO 25TH AVENUE, AND CONSTRUCT 25TH AVENUE FROM PEORIA STREET TO QUENTIN STREET. CONSTRUCT PARK SPACE 7A, PARK SPACE 8B AND MID BLOCK CROSSING.

NW 26: CONSTRUCT QUENTIN STREET FROM 25TH AVENUE TO FITZSIMONS PARKWAY, AND CONSTRUCT 25TH AVENUE FROM PEORIA STREET TO QUENTIN STREET. CONSTRUCT PARK SPACE 7A, PARK SPACE 8A, AND PARK SPACE 9A.

NW 27: CONSTRUCT QUENTIN STREET FROM 23RD AVENUE TO 25TH AVENUE, CONSTRUCT RACINE STREET FROM 23RD AVENUE TO 25TH AVENUE, AND CONSTRUCT 25TH AVENUE FROM QUENTIN STREET TO RACINE STREET. CONSTRUCT PARK SPACE 3, PARK SPACE 5A, AND PARK SPACE 7B.

NW 28: CONSTRUCT QUENTIN STREET FROM 23RD AVENUE TO 25TH AVENUE, CONSTRUCT RACINE STREET FROM 23RD AVENUE TO 25TH AVENUE, AND CONSTRUCT 25TH AVENUE FROM QUENTIN STREET TO RACINE STREET. CONSTRUCT PARK SPACE 3, PARK SPACE 5A, AND PARK SPACE 7B.

NW 29: CONSTRUCT QUENTIN STREET FROM 25TH AVENUE TO FITZSIMONS PARKWAY, CONSTRUCT RACINE STREET FROM 25TH AVENUE TO FITZSIMONS PARKWAY, AND CONSTRUCT 25TH AVENUE FROM QUENTIN STREET TO RACINE STREET. CONSTRUCT PARK SPACE 2, PARK SPACE 7B, AND PARK SPACE 9B.

NW 30: CONSTRUCT RACINE STREET FROM 23RD AVENUE TO 24TH AVENUE, CONSTRUCT REVERE STREET FROM 23RD AVENUE TO 24TH AVENUE, AND CONSTRUCT 24TH AVENUE FROM RACINE STREET TO REVERE STREET. CONSTRUCT PARK SPACE 5A, AND PARK SPACE 6A.

NW 31: CONSTRUCT RACINE STREET FROM 23RD AVENUE TO 25TH AVENUE, CONSTRUCT REVERE STREET FROM 24TH AVENUE TO 25TH AVENUE, CONSTRUCT 24TH AVENUE FROM RACINE STREET TO REVERE STREET, AND CONSTRUCT 25TH AVENUE FROM RACINE STREET TO REVERE STREET. CONSTRUCT PARK SPACE 5A, PARK SPACE 6A, AND PARK SPACE 7C.

NW 32: CONSTRUCT RACINE STREET FROM 25TH AVENUE TO FITZSIMONS PARKWAY, CONSTRUCT REVERE STREET FROM 25TH AVENUE TO FITZSIMONS PARKWAY, AND CONSTRUCT 25TH AVENUE FROM RACINE STREET TO REVERE STREET. CONSTRUCT PARK SPACE 2, PARK SPACE 7C, AND PARK SPACE 9C.

LEGEND ::

- GDP Boundary
- LIGHT-RAIL TRACK
- P.I.P. AREA'S BOUNDARY
- CU OWNED PROPERTY
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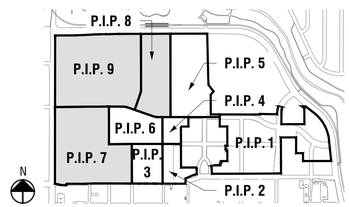
- EXISTING PRIMARY STREETS
- EXISTING SECONDARY STREETS
- FUTURE PRIMARY STREETS
- FUTURE SECONDARY STREETS

NOTE ::

1. Parcels owned by the University of Colorado; may or may not be developed in compliance with the GDP.
2. Per land sale agreement covenants (Record Number: 2019000111349), Park Space 8D to be constructed per Urban Design Guidelines.
3. Each planning area shall have two distinct points of access into the planning area and sufficient roadways to assure emergency vehicle access as required by Fire Life Safety.



P.I.P. SUB AREA KEY DIAGRAM

16

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1620 Logan Street
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303.831.4010

FITZSIMONS INNOVATION COMMUNITY

Location
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Proj. #: 2328
Drawn: R.S.
Checked: K.D.F.

P.I.P. SUB AREA ENLARGEMENT PLANS

SHEET 20 OF 23

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO

FORM J: PARKS, RECREATION AND OPEN SPACE MATRIX

Applicants: Use this form to record your final MP inventory of all parks, open space, and recreation facilities and the order in which they will be constructed. This form must be approved and signed by the Director of Parks, Recreation and Open Space prior to final approval of your MP. Form J should include line items for any landscaped medians along major arterials that are to be publicly maintained. Since medians cannot be counted toward park and open space land dedication requirements, columns C and D for such line items should be completed using "not applicable."

A. PLANNING AREA DESIGNATION (OR FEATURE IN AN AREA)	B. DESCRIPTION AND INVENTORY OF FACILITIES	C. TOTAL ACREAGE	D. PARKS DEPT. CREDITED ACREAGE	E. Designed, Constructed, Owned and Maintained	F. TRIGGER FOR EACH PHASE
1A: Scranton Park 22nd Ave to 23rd Ave	(1) Half Basketball Court +/- 4,500 SF Lawn [3]	0.91 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 4 [7]
1B: Scranton Park 23rd Ave to Fitzsimons Pkwy	(2) Picnic Shelters (1) Playground per PROS D&DC manual requirements [4] +/- 27,000 SF Lawn [3] (Can be split across blocks, one area to be at least 10,000 SF)	2.96 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 8 [7]
1C: Scranton Park 22nd Ave to Montview Blvd	(1) Picnic Shelter +/- 6,500 SF Lawn [3]	1.26 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 2 [7]
2: Gateway Park	(2) Pickleball Courts (1) Half Basketball Court (1) Tennis Court 1/4 AC Dog Park Multi-Use Path	1.14 AC	N/A	Colorado Science and Technology Park Metropolitan District	Whichever is First: PIP SUB AREA 9 [7] or 2,230 Units Approved [2]
3: Racine Park	(1) Picnic Shelter +/- 30,000 SF Lawn [3]	1.13 AC	N/A	Colorado Science and Technology Park Metropolitan District	Whichever is First: Parcel NW 27 or NW 28 Development or 2,680 Units Approved [2]
4: Racine Pocket Park	(1) Picnic Shelter (2) Permanent Game Activity Areas	0.86 AC	N/A	Colorado Science and Technology Park Metropolitan District	Whichever is First: Parcel SW 20 or SW 21 Development or 3,063 Units Approved [2]
5A: Racine Greenway 23rd Ave to 25th Ave	Water Quality Swale Seating and site furnishings Two-Way Bike Path Softscape Trail	0.55 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 9 [7]
5B: Racine Greenway 23rd Ave to 22nd Ave	Water Quality Swale Seating and site furnishings Two-Way Bike Path Softscape Trail	0.46 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 7 [7]
6A: 24th Linear Park Racine St to Revere St	Water Quality Areas Seating and site furnishings Multi-Use Path	0.38	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 9 [7]
6B: 24th Linear Park Revere St to Scranton Pkwy	(1) Picnic Shelter Seating and site furnishings Multi-Use Path	0.24 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 8 [7]
6C: 24th Linear Park Scranton Pkwy to Ursula St	Seating and site furnishings Multi-Use Path	0.40 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 5 [7]
7A: 25th Linear Park Peoria St to Quentin St	Water Quality Swale Seating and site furnishings Dual surface multi-use path	0.57 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 9 [7]
7B: 25th Linear Park Quentin St to Racine St	Water Quality Swale Seating and site furnishings Dual surface multi-use path	0.30 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 9 [7]
7C: 25th Linear Park Racine St to Revere St	Water Quality Swale Playground (Discovery Play Areas) [4,5] Seating and site furnishings Dual surface multi-use path	0.56 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 9 [7]
7D: 25th Linear Park Revere St to Scranton Pkwy	(1) Picnic Shelter Seating and site furnishings Dual surface multi-use path	0.36 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 8 [7]
8A: Peoria Linear Trail Fitzsimons Pkwy to 25th Ave	Seating and site furnishings Dual surface multi-use path Design to match 8B	0.37 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 9 [7]
8B: Peoria Linear Trail 25th Ave to 23rd Ave	Seating and site furnishings Dual surface multi-use path	0.58 AC	N/A	Colorado Science and Technology Park Metropolitan District	N/A - EXISTING
8C: Peoria Linear Trail 23rd Ave to 22nd Ave	Seating and site furnishings Dual surface multi-use path Design to match 8B	0.50 AC	N/A	Colorado Science and Technology Park Metropolitan District	PIP Sub Area 7 [7]
8D [6]: Peoria Linear Trail 22nd Ave to Montview Blvd	Seating and site furnishings Dual surface multi-use path Design to match 8B	0.49 AC	N/A	Colorado Science and Technology Park Metropolitan District	Parcel SW 15 Development

A. PLANNING AREA DESIGNATION (OR FEATURE IN AN AREA)	B. DESCRIPTION AND INVENTORY OF FACILITIES	C. TOTAL ACREAGE	D. PARKS DEPT. CREDITED ACREAGE	E. Designed, Constructed, Owned and Maintained	F. TRIGGER FOR EACH PHASE
9A: Fitzsimons Linear Park Peoria St to Quentin St	Water Quality Areas Seating and site furnishings Dual surface multi-use path Design to match 9E	0.23 AC	N/A	Colorado Science and Technology Park Metropolitan District	Whichever is First: Parcel NW 26 Development or PIP Sub Area 9 [7]
9B: Fitzsimons Linear Park Quentin St to Racine St	Water Quality Areas Seating and site furnishings Dual surface multi-use path Design to match 9E	0.11 AC	N/A	Colorado Science and Technology Park Metropolitan District	Whichever is First: Parcel NW 29 Development, PIP Sub Area 9 [7] or Park Space 2: Gateway Park Construction
9C: Fitzsimons Linear Park Racine St to Revere St	Water Quality Areas Seating and site furnishings Dual surface multi-use path Design to match 9E	0.20 AC	N/A	Colorado Science and Technology Park Metropolitan District	Parcel NW 32 Development
9D: Fitzsimons Linear Park Revere St to Scranton Pkwy	Seating and site furnishings Dual surface multi-use path Design to match 9E	0.13 AC	N/A	Colorado Science and Technology Park Metropolitan District	Parcel CN 12 Development
9E: Fitzsimons Linear Park Scranton Pkwy to Ursula St	Seating and site furnishings Dual surface multi-use path	0.16 AC	N/A	Colorado Science and Technology Park Metropolitan District	N/A - EXISTING
10: Ursula Linear Park	Seating and site furnishings Dual surface multi-use path Landscaping	0.46 AC	N/A	Colorado Science and Technology Park Metropolitan District	Whichever is First: PIP Area 5 [7] or 3,281 Units Approved [2]
Confluence Park / Sand Creek Park [8]	Those acceptable for neighborhood parks per PROS D&DC manual where final ownership goes to city.	Development of Confluence Park will receive approximately 4.3 AC. Remaining acreage due will be met by addition of amenities to Sand Creek Park.	N/A	Existing/Final ownership and maintenance by Aurora PROS. All construction by developer.	Whichever is First: The generation of TIF revenue sufficient to enable allocation of funds for park improvements, or the development of 5,195 Units Approved [2].

NOTE ::

1. Unit Threshold Calculated based off of Proposed Residential Units (7,266 Units) / Proposed Park Space (16.33 Acres) = 445 Units per 1 Acres

2. Approved: Construction acceptance of the park shall be required prior to the issuance of a Certificate of Occupancy (CO) for the unit(s) that meet the development threshold triggering park construction.

3. For park development credit, all informal playfields are required to be contiguous and a minimum of 4500 square feet in area with 2% maximum slopes. Trees and landscaping may only be at the perimeter for areas less than 10,000 square feet.

4. Two playgrounds are required with a minimum of 4000 square feet each and shall meet PROS D&DC manual requirements to receive park credit. One playground may be divided into discovery zones with a minimum zone size of 1000 square feet. Playgrounds and play discovery zones may not be co-located within water quality or stormwater detention areas. As buffer area requirements cannot be met, a safety barrier will be required either consisting of fencing or landscaping in coordination with PROS requirements.

5. Per mid block section, this area shall be divided into discovery zones meeting the PROS D&DC Manual Criteria.

6. Per land sale agreement covenants (Record Number: 2019000111349), Park Space 8D to be constructed per Urban Design Guidelines.

7. Park development will occur as outlined for each planning area within the PIP Sub Area Phasing. Reference Sheets 18–20 for PIP Sub Area Phasing.

8. The specifics of the design and construction within the off-site parks, owned and maintained by the Aurora PROS, shall be determined through an Intergovernmental Agreement (IGA) with the city (PROS) and the FRA or metro district. The IGA shall be initiated by the Metro District within 90 days of final plat approval.

DIRECTOR OF PARKS, RECREATION AND OPEN SPACE

Date: _____ Signature: _____

TRYBA ARCHITECTS
1620 Logan Street
Denver, Colorado 80203
303.831.4010

FITZSIMONS INNOVATION COMMUNITY
Location
AURORA, COLORADO

Consultants:

Applicant
Fitzsimons Redevelopment Authority
12635 E. Montview Blvd. Suite 100
Aurora, CO
t. (720) 859.4100

Civil Engineer
MATRIX Design Group
1601 Blake St. Suite 200
Denver, CO 80202
t. (303) 572.0200

Traffic Engineer
Fehr & Peers
410 17th St. Suite 1000
Denver, CO 80202
t. (303) 296.4300

Issue Record:

10.02.2015	Submittal 1
01.29.2016	Submittal 2
03.16.2016	Submittal 3
07.14.2016	Final submittal
10.17.2016	Mylar Set
10.23.2017	Minor amendment
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08.07.2024	Major amendment submittal 3
11.27.2024	Major amendment submittal 4

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Proj. #: 2328
Drawn: R.S.
Checked: K.D.F.

FORM J: PARKS, RECREATION AND OPEN SPACE MATRIX

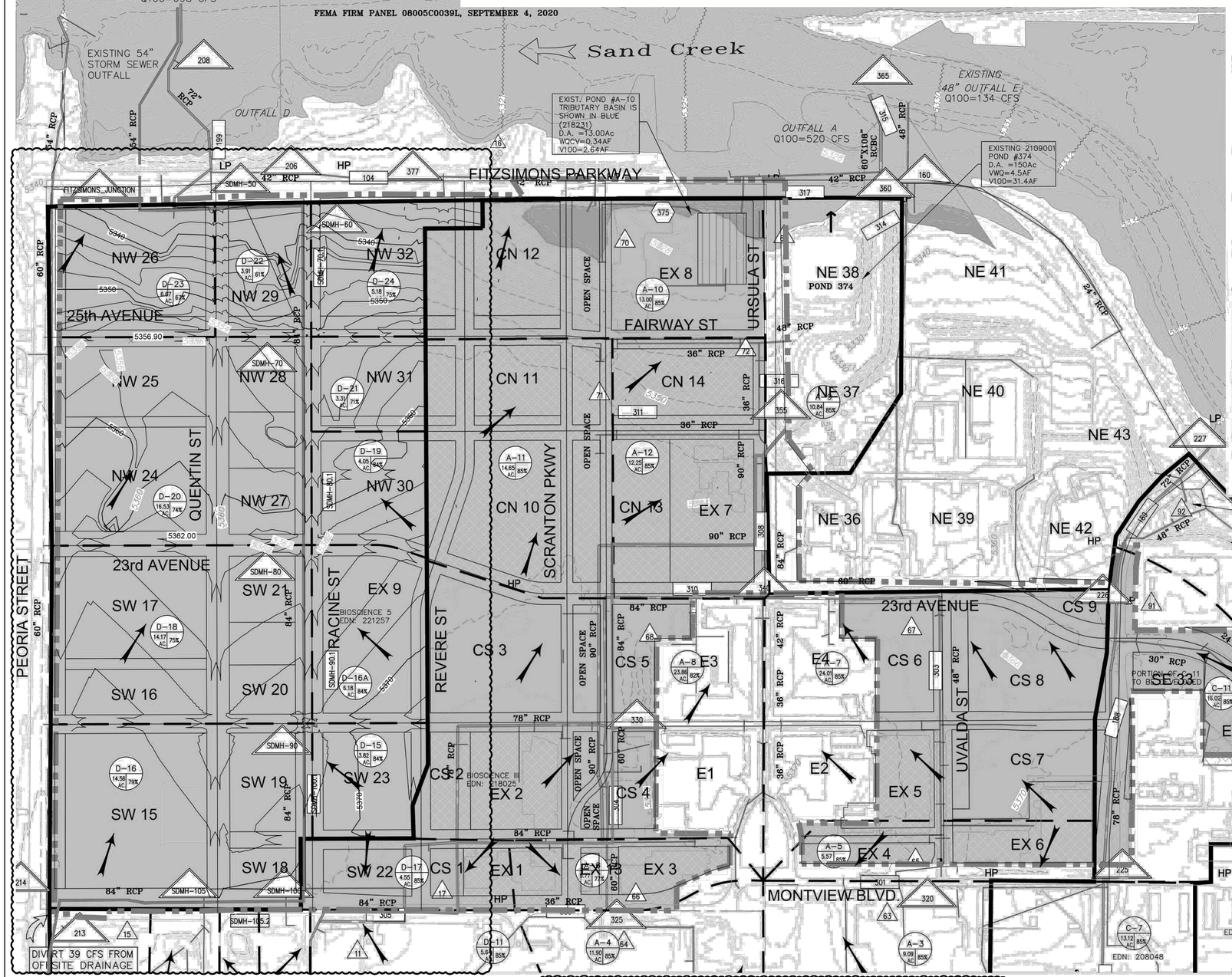
EXHIBIT C

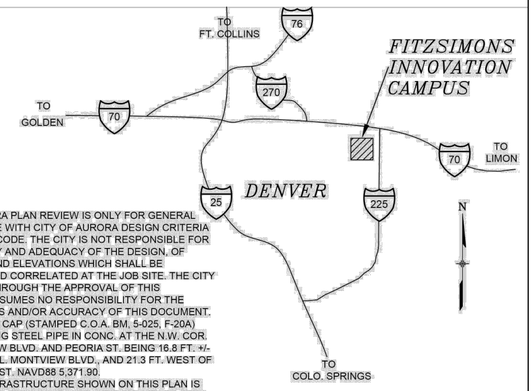
FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF AURORA, COUNTY OF ADAMS, COLORADO

NO WORK IS ALLOWED IN THE FLOODPLAIN WITHOUT A FLOODPLAIN DEVELOPMENT PERMIT.
NO WORK IS ALLOWED WITHIN THE FLOODWAY WITHOUT A CLOMR





VICINITY MAP
SCALE: N.T.S.

NOTES:
1. CITY OF AURORA PLAN REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH CITY OF AURORA DESIGN CRITERIA AND THE CITY CODE. THE CITY IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, OF DIMENSIONS AND ELEVATIONS WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE. THE CITY OF AURORA, THROUGH THE APPROVAL OF THIS DOCUMENT, ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS AND/OR ACCURACY OF THIS DOCUMENT.
2. 3" DIAM. BRASS CAP (STAMPED C.O.A. BM, 5-025, F-20A) ATOP A 30" LONG STEEL PIPE IN CONC. AT THE N.W. COR. OF E. MONTVIEW BLVD. AND PEORIA ST. BEING 16.8 FT. +/- NORTH OF N. F.L. MONTVIEW BLVD., AND 21.3 FT. WEST OF W. F.L. PEORIA ST. NAVD88 5,371.90.
3. ALL STORM INFRASTRUCTURE SHOWN ON THIS PLAN IS PUBLIC. FUTURE STORM INFRASTRUCTURE WITHIN ROW WILL ALSO BE PUBLIC WITH THE EXCEPTION OF ANY WATER QUALITY TREATMENT FACILITIES WITHIN ROW WHICH WOULD BE PRIVATE.
4. THE REGIONAL POND IS POND 374.
5. DETENTION AND WATER QUALITY POND SIZES AND LOCATIONS ARE SCHEMATIC. POND VOLUMES WILL BE CONFIRMED AS DEVELOPMENT PROGRESSES. POND LOCATIONS WILL BE DETERMINED AS LAND PLAN EVOLVES.
6. FUTURE SITE PLANS, SUBMITTED AS PART OF FUTURE FILINGS WITHIN THIS MASTER PLAN LIMITS, WILL BE SUBJECT TO ORDINANCE NO. 2022-46 PERTAINING TO THE USE OF TURF AND WATER FEATURES AND ANY FUTURE UPDATES TO THE COA STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA. THIS ORDINANCE AND CRITERIA MANUAL UPDATES MAY IMPACT THE SIZING OF STORM INFRASTRUCTURE PRESENTED IN THE MASTER PLAN.
7. WATER QUALITY AND DETENTION SHALL BE PROVIDED FOR INTERNAL AND PERIMETER ROADWAYS.
8. AT THE TIME OF SUBMITTAL, AN ANALYSIS SHALL BE PERFORMED TO DETERMINE IF DOWNSTREAM INFRASTRUCTURE IS ADEQUATE TO CONVEY THE ANTICIPATED FLOWS FROM EACH SITE. MODIFICATIONS TO OFFSITE INFRASTRUCTURE MAY BE NECESSARY AS PART OF INDIVIDUAL SITE IMPROVEMENTS.
9. ALL STORM INFRASTRUCTURE IS DESIGNED FOR THE 100-YR STORM EVENT.
10. STREETSIDE WATER QUALITY FACILITES TO BE INCORPORATED INTO STREETSCAPE AND WILL BE PRIVATELY MAINTAINED, NOT BY THE COA. FUTURE PROJECTS MUST ENSURE FACILITIES PROVIDE ADEQUATE WQCV AND INCORPORATE AS MUCH EURV AS POSSIBLE.

LEGEND

- FRA GDP #9 BOUNDARY
- 5480 PROPOSED MAJOR CONTOUR
- 5484 PROPOSED MINOR CONTOUR
- 5480 EXISTING MAJOR CONTOUR
- 5484 EXISTING MINOR CONTOUR
- EXISTING STORM, SIZE VARIES
- MAJOR BASIN LINE
- MASTER BASIN LINE (PER MDR)
- CONSTRUCTED STM SEWER 218198
- CONSTRUCTED STM SEWER 211069
- NW 32 PARCEL NAME
- FLOW ARROW
- EFFECTIVE 500-YR FLOODPLAIN
- EFFECTIVE 100-YR FLOODWAY & FLOODPLAIN
- EFFECTIVE BASE FLOOD ELEVATIONS
- BASIN WITH EX. DRAINAGE REPORT
- WQCV AND 100-YR DETENTION PROVIDED IN POND 374 EDN 219001
- DETENTION NOT REQUIRED FOR BASIN D, SEE REPORT FOR ADDITIONAL INFORMATION. FITZSIMONS-PEORIA STORWATER OUTFALL PROJECT EDN 218198, AREAS TO BE DEVELOPED.
- WQCV AND 100-YR DETENTION PROVIDED IN POND A-10 EDN 218231
- ON SITE DETENTION AND WQ NOT REQUIRED. WQ VAULT PROVIDED EDN 207161, AREAS TO BE DEVELOPED.
- 4.3 DESIGN POINT POND 374 MODELING
- DESIGN POINT PEORIA OUTFALL MODELING
- 302 ROUTING ELEMENT
- PROPOSED BASIN LABEL
- C-1 BASIN DESIGNATION
- 10.46 AC. BASIN AREA
- 85% BASIN PERCENT IMPERVIOUSNESS

200 0 200 400
SCALE IN FEET
ORIGINAL SCALE

TABLE 2. BASIN D REMAINING PARCELS TO BE DEVELOPED WQCV SUMMARY TABLE

Block ID	Tributary Basin	Area acres	Length ft	Centroid ft	Slope ft/ft	Imperviousness %	Soil Group	WQCV (ac-ft)	EURV (ac-ft)	Drain Time (hr)
SW 23	D-15	3.82	772	306	0.01	84.2	B	0.11	0.36	40
SW 15, SW 18 & SW 19	D-16	14.56	1013	586	0.01	79.3	B	0.39	1.28	40
EX 9	D-16A	6.18	991	387	0.01	84.4	B	0.18	0.58	40
SW 16, SW 17, SW 20 & SW 21	D-18	14.17	1012	578	0.01	74.5	B	0.35	1.17	40
NW 30	D-19	4.05	802	312	0.01	83.7	B	0.12	0.38	40
NW 24, NW 25, NW 27 & NW 28	D-20	16.53	1019	610	0.01	74.4	B	0.41	1.36	40
NW 31	D-21	3.31	731	271	0.01	70.5	B	0.08	0.26	40
NW 29	D-22	3.91	761	301	0.01	61.4	B	0.08	0.26	40
NW 26	D-23	6.67	759	388	0.01	66.8	B	0.15	0.49	40
NW 32	D-24	5.18	869	486	0.01	75.1	B	0.13	0.43	40

Approved For One Year From This Date

Aurora Water - Drainage Division — Date

TRYBA ARCHITECTS
1620 Logan Street
Denver, Colorado 80203
303.831.4010

FITZSIMONS INNOVATION COMMUNITY
Location
AURORA, COLORADO

Consultants:

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Proj. #: 2328
Drawn: FRD
Checked: MAM

DRAINAGE PLAN
DR 2

SHEET 22 OF 23

EXHIBIT C

FITZSIMONS INNOVATION COMMUNITY

GENERAL DEVELOPMENT PLAN AMENDMENT #16

SECTION 36, TOWNSHIP 3 SOUTH
RANGE 67, WEST OF THE 6TH PRINCIPAL MERIDIAN
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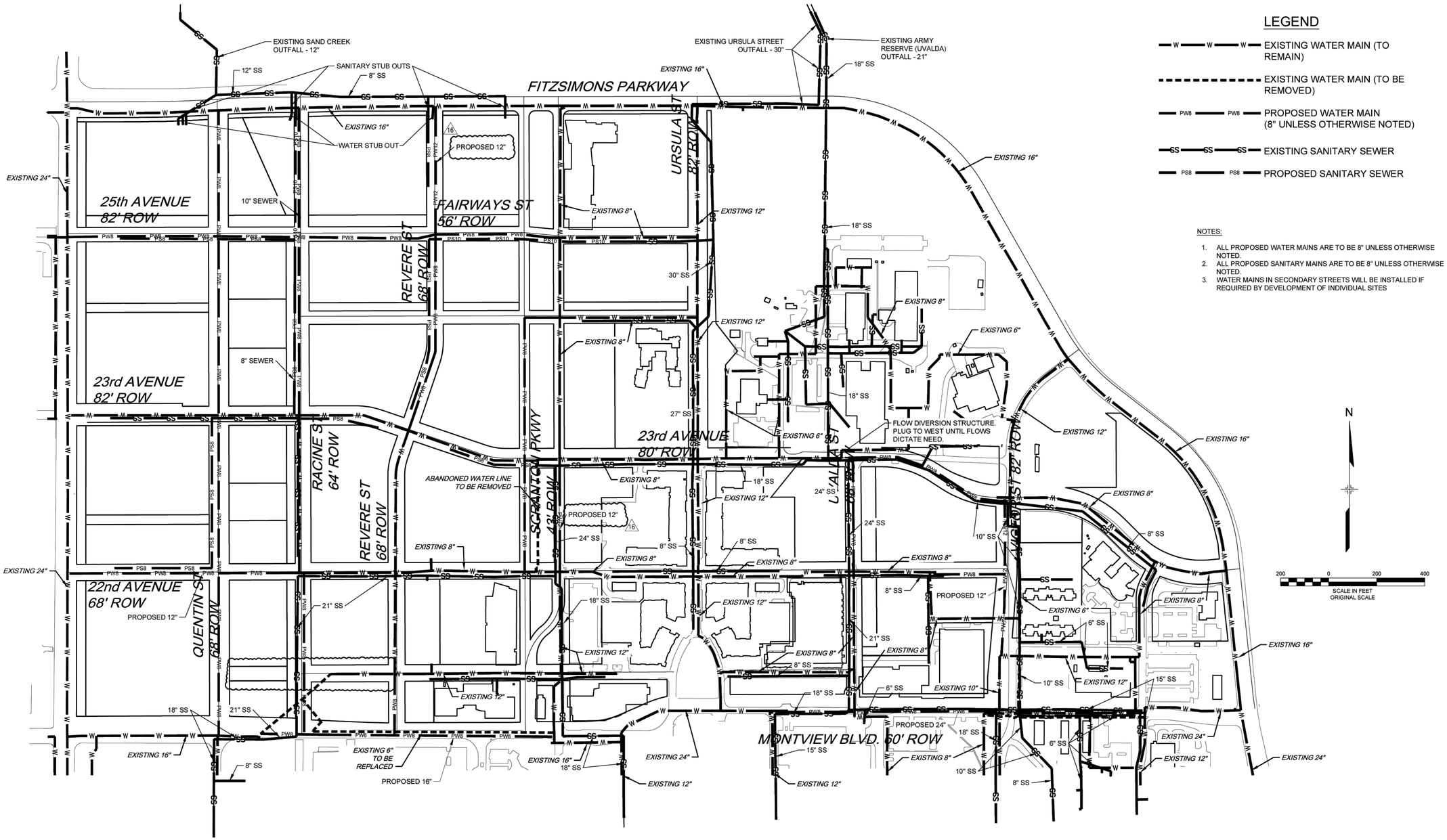

LEGEND

- EXISTING WATER MAIN (TO REMAIN)
- EXISTING WATER MAIN (TO BE REMOVED)
- PROPOSED WATER MAIN (8" UNLESS OTHERWISE NOTED)
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER

NOTES:

1. ALL PROPOSED WATER MAINS ARE TO BE 8" UNLESS OTHERWISE NOTED.
2. ALL PROPOSED SANITARY MAINS ARE TO BE 8" UNLESS OTHERWISE NOTED.
3. WATER MAINS IN SECONDARY STREETS WILL BE INSTALLED IF REQUIRED BY DEVELOPMENT OF INDIVIDUAL SITES

TRYBA ARCHITECTS
1620 Logan Street
Denver, Colorado 80203
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Checked: MAM

OVERALL UTILITY PLAN

SHEET 23 OF 23

16

Planning and Zoning Commission

Planning and Business Development Department

Project Name

Project No: DA-1233-55
Public Hearing
Aurora City Council
June 23, 2025

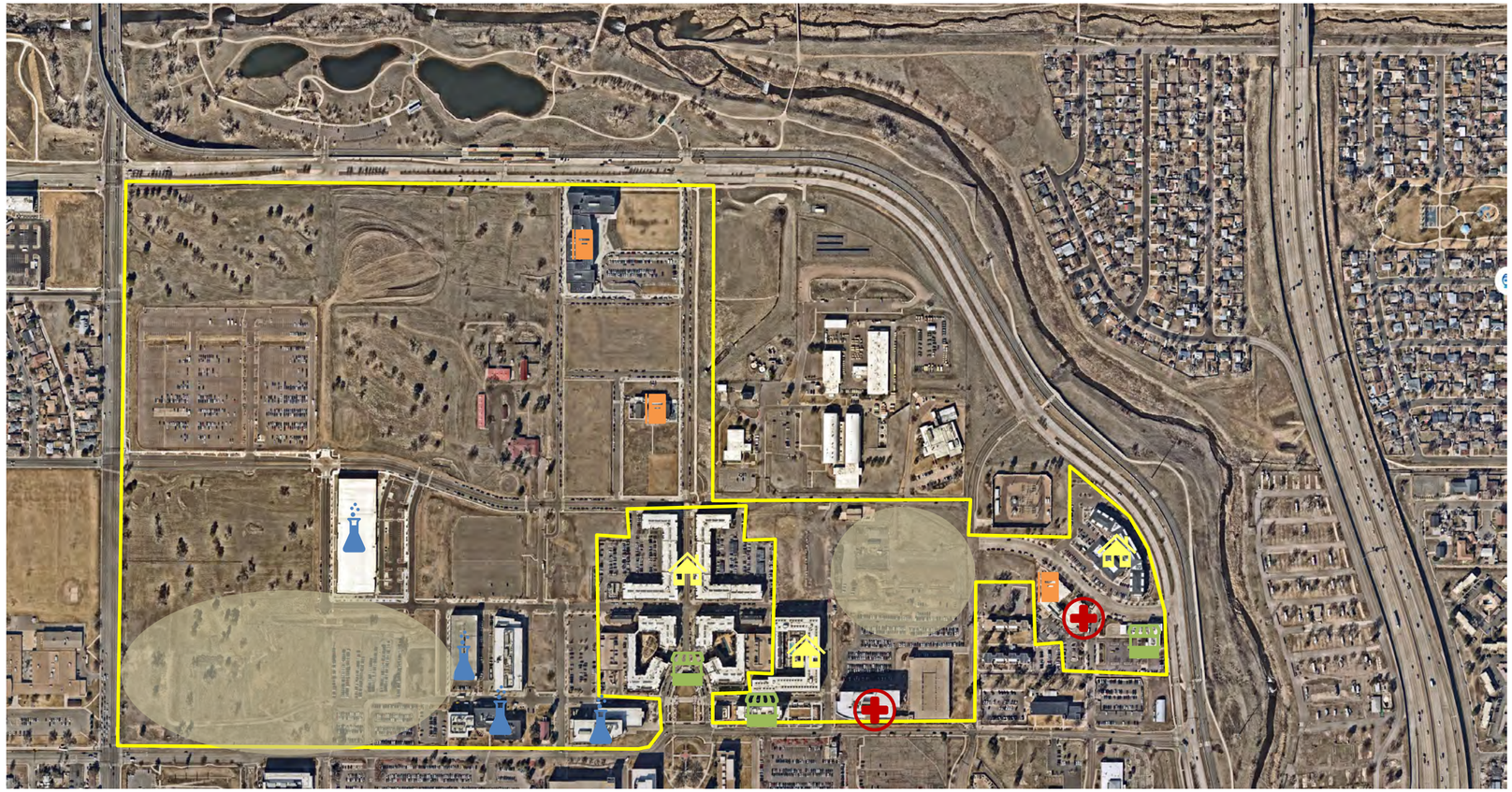
Request

- Approval of map and text changes (zoning map amendment) to the 16th Amendment of the Fitzsimons Innovation Community General Development Plan.
- Applicant: Fitzsimons Redevelopment Authority
- Consultant: Tryba Architects
- GDP Amendment Acreage: 156.87 acres
- Current Zoning: PD (Planned Development) Zone District

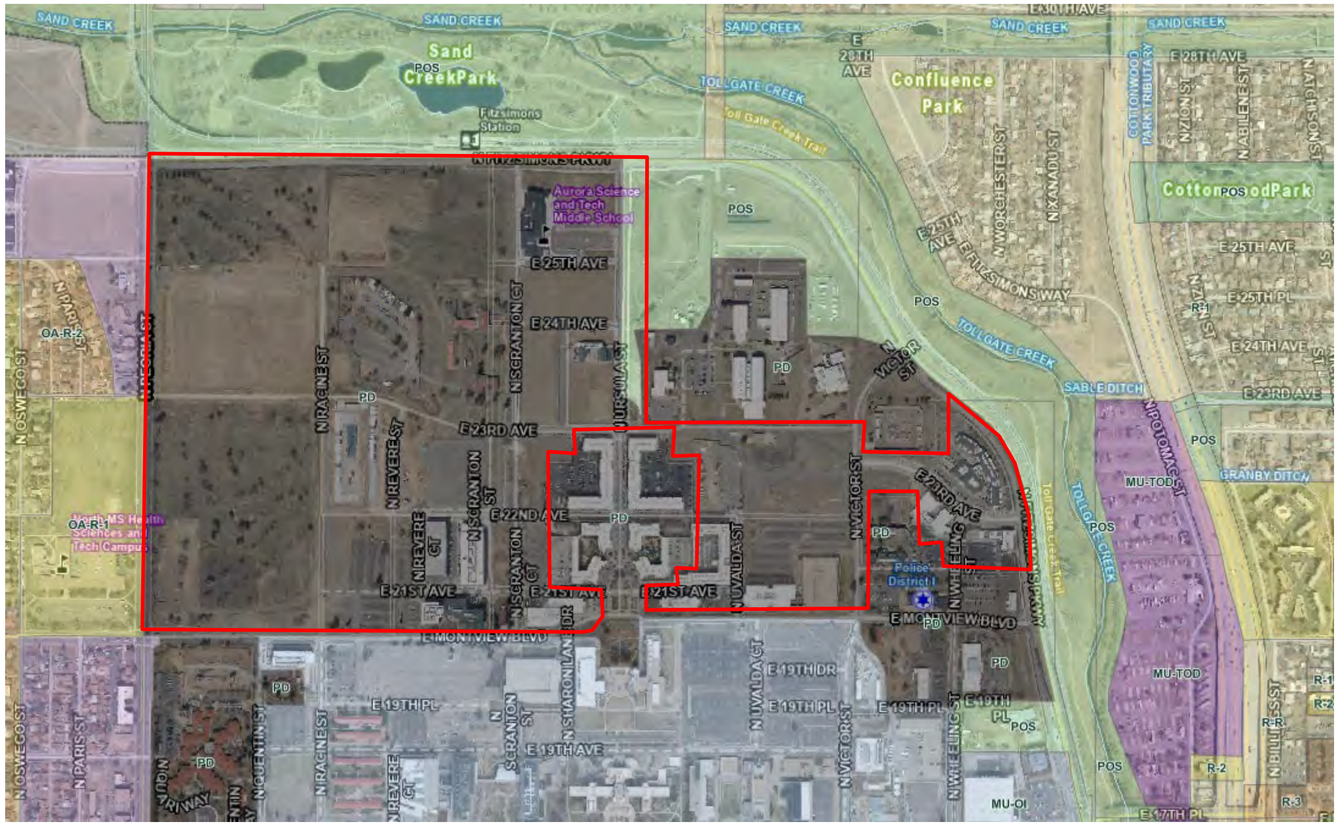
Vicinity Map



Aerial Map



Zoning Map


SAND CREEK
Sand Creek Park
POS
Fitz-Simons Station
TOLL GATE CREEK
Toll Gate Creek Trail
E 28TH AVE
Confluence Park
COTTONWOOD PARK TRIBUTARY
N ZION ST
N ABILENE ST
N NATCHEZ ST
Cotton POS od Park
E 25TH AVE
E 25TH PL
N ZANADU ST
N WORCHESTER ST
E 25TH AVE E FITZ-SIMONS WAY
Aurora Science and Tech Middle School
N OSWEGO ST
N PARK ST
OA-R-2
N RACINE ST
N REVERE ST
N REVERE CT
N SCRANTON ST
N SCRANTON CT
N QUINCY ST
E 24TH AVE
E 23RD AVE
E 22ND AVE
E 21ST AVE
PD
POS
N VICTOR ST
N VALDAI ST
SABLE DITCH
N POTOMAC ST
GRANBY DITCH
MU-TOD
OA-R-1
North MS Health Sciences and Tech Campus
Police District I
E MONTVIEW BLVD
N WHEELING ST
E 19TH DR
E 19TH PL
N SHARONIAN DR
E 19TH AVE
N PARIS ST
N QUENTIN ST
MU-OI
R-1
R-2
R-3
E 17TH PL

Site Photos – Fitzsimons Pkwy (looking W/S)







Site Photos – Peoria (looking E)

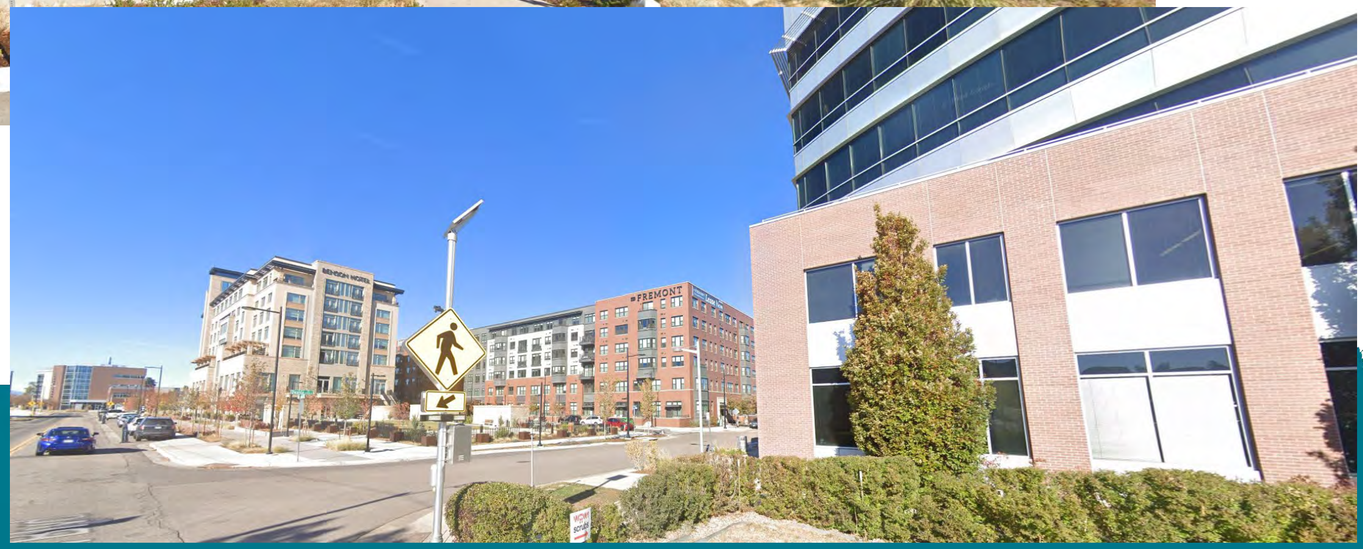




Site Photos – Montview (looking N)







Community Response

41 adjacent property owners and 16 registered neighborhood organizations were notified.

A neighborhood meeting was not held.

Notice of Hearing Boards and Mailings were posted and sent.

Only one public comment was received in support of the proposal.

Issues Resolved

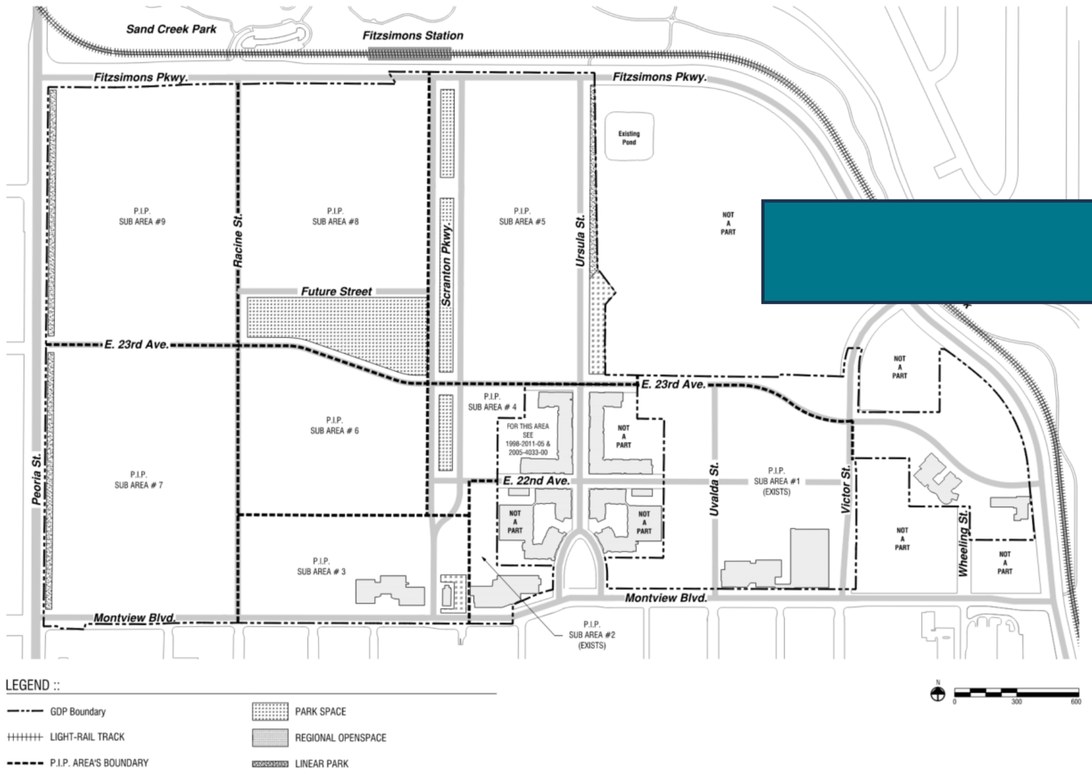
- Use Changes
- Infrastructure Improvements
- Park Amenities
- Urban Design Standards

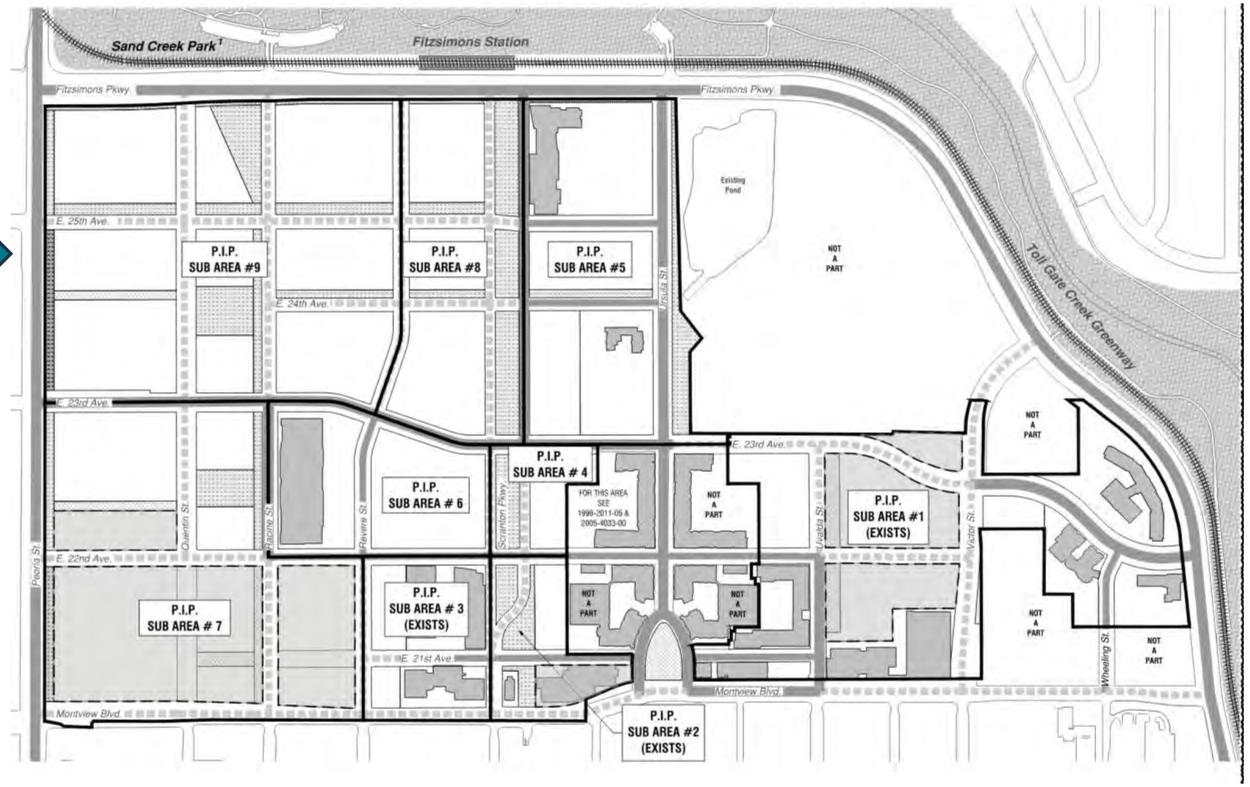
Use Changes



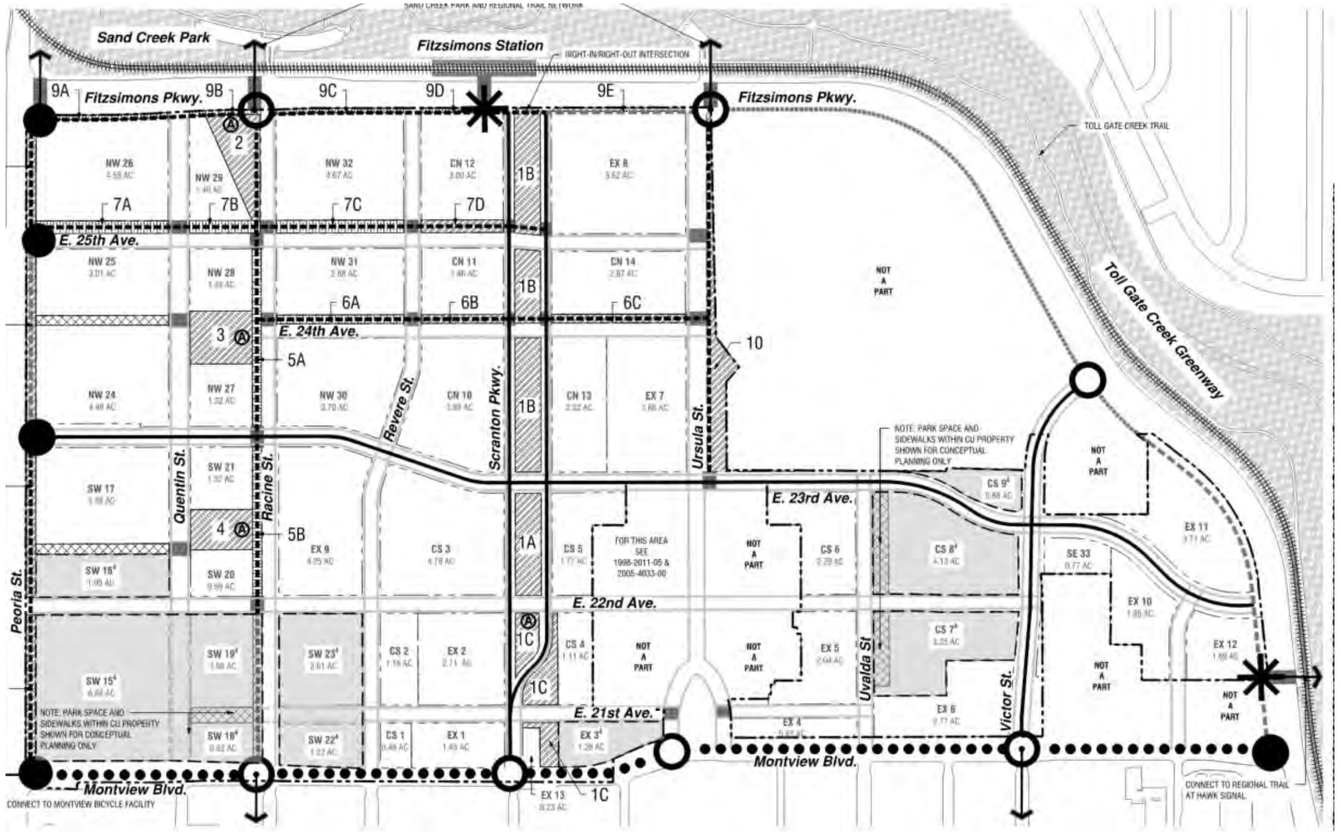
- MIXED-USE PUBLIC / CIVIC / INSTITUTIONAL PLANNING AREA
- MIXED-USE OFFICE / COMMERCIAL / RESEARCH PLANNING AREA
- RESIDENTIAL PLANNING AREA
- MIXED-USE RESIDENTIAL PLANNING AREA
- EXISTING DEVELOPED PARCELS
- CU OWNED PROPERTY [2]
- PARK SPACE
- INELIGIBLE OPEN SPACE (This is not counted toward park space requirements)

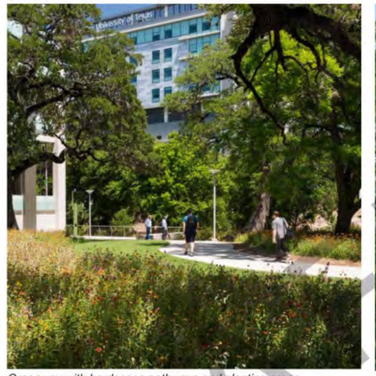
Infrastructure Improvements





Park Amenities

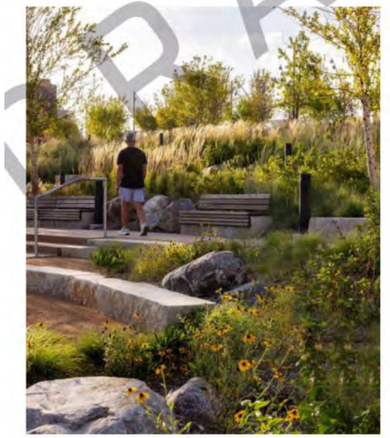




Greenway with hardscape pathways and planting areas



Greenway as Ecological Area



Stepped Boulders provide spaces for interaction with Greenways



Greenway incorporating Water Quality as a Natural Landscape

Urban Design Standards

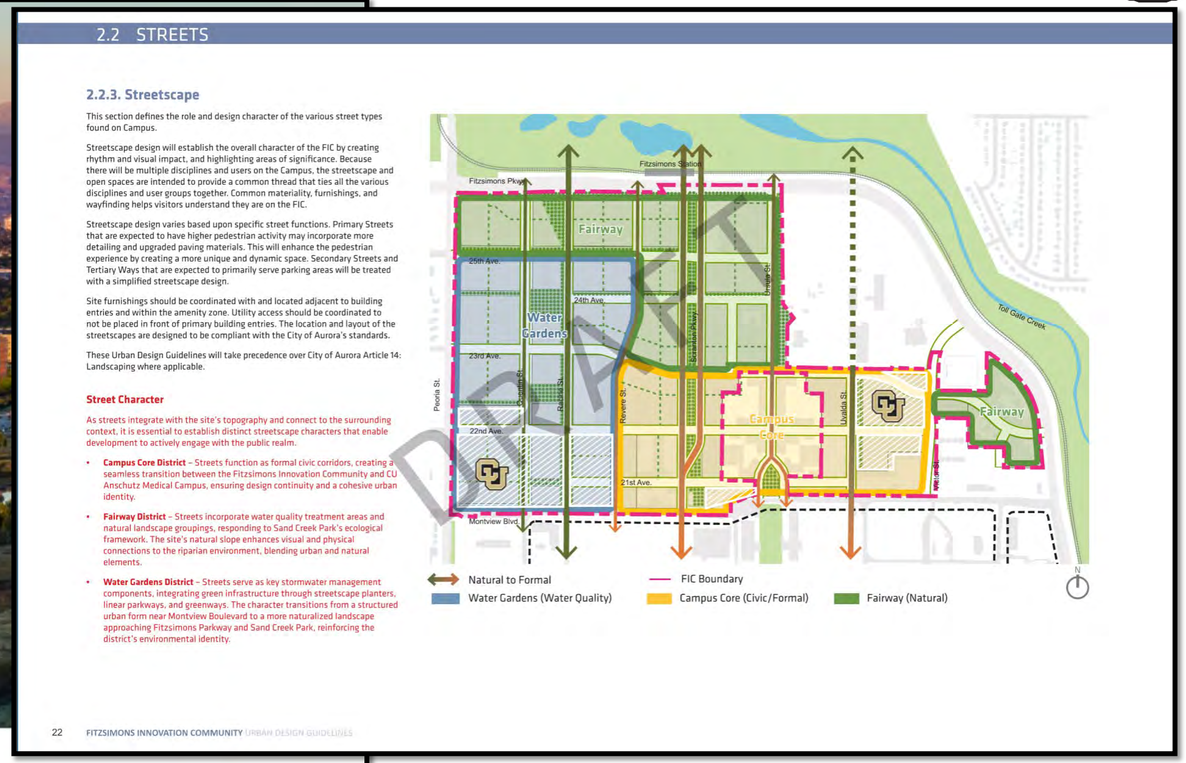


Submittal: 10/10/2016
Revision 1: 06/28/2017
Revision 2: 09/19/2018
Revision 3: 05/24/2019
Revision 4: 07/07/2020
Revision 5: 02/16/2022
Draft Revision 6: 03/11/2025
Draft Revision 7: 04/08/2025
Draft Revision 8: 05/13/2025

URBAN DESIGN GUIDELINES

May 2025

fitzsimons Innovation Community



2.2 STREETS

2.2.3. Streetscape

This section defines the role and design character of the various street types found on Campus.

Streetscape design will establish the overall character of the FIC by creating rhythm and visual impact, and highlighting areas of significance. Because there will be multiple disciplines and users on the Campus, the streetscape and open spaces are intended to provide a common thread that ties all the various disciplines and user groups together. Common materiality, furnishings, and wayfinding helps visitors understand they are on the FIC.

Streetscape design varies based upon specific street functions. Primary Streets that are expected to have higher pedestrian activity may incorporate more detailing and upgraded paving materials. This will enhance the pedestrian experience by creating a more unique and dynamic space. Secondary Streets and Tertiary Ways that are expected to primarily serve parking areas will be treated with a simplified streetscape design.

Site furnishings should be coordinated with and located adjacent to building entries and within the amenity zone. Utility access should be coordinated to not be placed in front of primary building entries. The location and layout of the streetscapes are designed to be compliant with the City of Aurora's standards.

These Urban Design Guidelines will take precedence over City of Aurora Article 14: Landscaping where applicable.

Street Character

As streets integrate with the site's topography and connect to the surrounding context, it is essential to establish distinct streetscape characters that enable development to actively engage with the public realm.

- **Campus Core District** – Streets function as formal civic corridors, creating a seamless transition between the Fitzsimons Innovation Community and CU Anschutz Medical Campus, ensuring design continuity and a cohesive urban identity.
- **Fairway District** – Streets incorporate water quality treatment areas and natural landscape groupings, responding to Sand Creek Park's ecological framework. The site's natural slope enhances visual and physical connections to the riparian environment, blending urban and natural elements.
- **Water Gardens District** – Streets serve as key stormwater management components, integrating green infrastructure through streetscape planters, linear parkways, and greenways. The character transitions from a structured urban form near Montview Boulevard to a more naturalized landscape approaching Fitzsimons Parkway and Sand Creek Park, reinforcing the district's environmental identity.

DRAFT

22 FITZSIMONS INNOVATION COMMUNITY | URBAN DESIGN GUIDELINES

Approval Criteria

1. Zoning Map Amendment Criteria

Zoning Map Amendment approval criteria are found in Section 146-5.4.1.C.3.a. of the Unified Development Ordinance as follows:

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

ii. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

(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);

(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

(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.

Approval Criteria

2. **Approval of Map and Text for a PD Zone District.**

Map and Text changes for PD Zone District approval criteria are found in Section 146-5.4.1.C.3.c. of the Unified Development Ordinance as follows:

i. The proposed PD is required because of changed conditions or circumstances on the property or in the surrounding area; and

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and

(b) The applicant has demonstrated that the proposed initial zoning or rezoning is compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

ii. Any portion of PD zone district to be occupied by single-family detached or single-family attached dwellings shall be divided into blocks with a dimension of no larger than 330 feet by 660 feet with each such block divided from other blocks by local, collector, or arterial streets or freeways; and

iii. Any portion of the PD zone district to be occupied by multifamily, mixed-use, or industrial development shall provide a greater level of internal connectivity and connectivity to surrounding developments than would be required by Section 146-4.5 (Access and Connectivity) if the project were not being developed in a PD zone district; and

✖ When scored against the criteria in Table 4.8-2 (Scoring System for Architectural Features), each single-family detached and single-family attached structure in the PD zone district shall achieve a higher score than would be required if the project were not being developed in a PD zone district; and

Approval Criteria

2. Approval of Map and Text for a PD Zone District (cont.)

v. Each multifamily, mixed-use, or industrial primary structure in the PD zone district shall provide a greater level of design quality than would be required by Section 146-4.8 (Building Design Standards) if the project were not being developed in a PD zone district; and

vi. The PD includes private common spaces that include recreational or community amenities, public art, and/or outdoor gathering spaces for the project residents, occupants and users that exceed those that would be required if the project were not being developed in a PD zone district;

vii. Any lands designed for public park and school sites in the PD zone districts meet the criteria for location of those types of lands in Sections 146-4.3.17 (Parks and Open Space) and 146-4.3.18 (School, Park, and Other Lands for Public Facilities) and any required park and open space lands are designed to connect with similar lands developed or designated on property adjacent to the proposed PD zone district to the maximum extent practicable.

Staff Findings

- The addition of residential uses and the refined infrastructure improvements further the desired outcomes of the Urban District placetype by integrating responsible residential density intertwined with a multimodal network.
- As an Urban District placetype and a planned development district, the FIC is intended to be one of the most dense and urban areas within the City of Aurora. The proposed amendment furthers that goal and has outlined specific criteria in the GDP and Urban Design Standards to push a highly urban design pattern.
- The amendment will not dislocate any tenants or occupants of the property. Instead, it provides the opportunity to increase housing options for residents and future residents of the city.
- The proposed amendment is needed to provide a better mix of uses and provide a more convenient 24-hour customer base to support on-site commercial uses. The additional residential uses also provide housing opportunities for those who work in the Fitzsimons campus.
- Single-family detached uses are not permitted within the campus, and single-family attached uses are only permitted when integrated with multifamily dwellings. That being said, the GDP retains a requirement for block sizes ranging from 330-660 ft. The new public improvement plan establishes a more refined block network to meet these requirements. Larger blocks may be further subdivided to support building access with each planning area development.
- The urban design standards for the FIC enforced through the DRB elevate the design requirements of development above and beyond the requirements of code.
- On-site and off-site park improvements are proposed and outlined in the GDP to provide amenities to introduced residential uses.
- The on-site school facility is not being amended with this request.

Staff Recommendation

- Approve, with one condition, the Fitzsimons Innovation Community General Development Plan Amendment No 16 because it complies with the requirements of Code Section 146-5.4.1.3.C. of the Unified Development Ordinance for the reasons previously described.

  1. Resolution of outstanding technical issues prior to recordation of the General Development Plan (Planned District Map and Text) and issuance of any building permits.

City of Aurora
Planning and Zoning Commission Case Report

Project Title: Fitzsimons Innovation Community – GDP Amendment No. 16
Date: May 28, 2025
Development Application Number: DA-1233-55
Case Number: 1998-2011-16
Case Manager: Aja Tibbs
Applicant: Fitzsimons Redevelopment Authority
General Location: Bounded by N. Peoria St., E. Montview Blvd., and N. Fitzsimons Pkwy.
Ward: I

Project Summary:

The applicant, Fitzsimmons Redevelopment Authority, requests approval of the 16th Amendment to the Fitzsimons Innovation Community General Development Plan (GDP). The request is a major amendment to increase residential uses on the campus and to update the impacted planning areas, street, utility, drainage, parks, and open space improvements. The GDP is adopted as the official zoning document within the Planned Development (PD) zone district. Except for a few outparcels, it is generally bounded by N. Peoria Street to the west, E. Montview Boulevard to the south, and N. Fitzsimons Parkway to the east and north. It is located within the Urban District Placetype, Subarea A.

The applicant is requesting to increase the residential unit cap from 850 new units to 7,266 new units. Just under 4,000 of the units are proposed in mixed-use planning areas that also allow flexibility for commercial development, while the remaining units are proposed in residential-only planning areas (with the option of ground-floor commercial uses). In order to ensure the community and infrastructure needs are provided with the use changes, the applicant also proposes an update to the GDP to further refine explicit planning areas and associated triggers for street, utility, drainage, public art and park improvements. Updates to the design guidelines, master traffic study, master utility study and master drainage study are also proposed and under review concurrently with the proposed request.

Staff finds that the proposed amendment is in compliance with the approval criteria applicable to approvals of map and text changes for PD zone districts as outlined in Section 146-5.4.1.C.3.c. of the Unified Development Ordinance, and that the amendment proposes development consistent with the intent of the Urban District Placetype.

Applicant's Request:

Recommendation of approval to the City Council for map and text changes (zoning map amendment) to the Fitzsimons Innovation Community General Development Plan.

Neighborhood Comments:

Eighteen (18) neighborhood groups and forty-one (41) abutting property owners were notified of the application. Only one comment was received in support of the project, so a neighborhood meeting was not held.

Major Issues Discussed During Development Review:

- Use Changes
- Infrastructure Improvements
- Park Amenities
- Urban Design Standards

Results of Development Review:

Use Changes. The applicant is requesting to increase the residential unit cap from 850 new units to 7,266 new units over approximately 30 acres. Just under 4,000 units (3,966) are proposed in mixed-use planning areas that also allow flexibility for commercial development, while the remaining units (3,047) are proposed in residential only planning areas. To encourage a high-density mixed-use campus, staff worked with the applicant to carefully reconstruct the list of permitted uses around the new "residential only" use category and ensure that ground floor commercial uses are still permitted as accessory uses. The document proposes a minimum of four stories for all uses on the campus and retains no limit on building height. With the introduction of additional residential planning areas, a majority of the vacant land area (48.53 acres) has been retained for Office/Commercial/Research space to fully accommodate medical office, lab and research facilities.

Infrastructure Improvements. With the proposed amendment, staff worked with the applicant to further refine smaller planning areas and associated infrastructure improvements for each block. The one-page phasing plan is now expanded to public improvement plan on sheets 17-20. This additional information works to further expand the street system and ensure compliance with block standards and the development of a multi-modal network within the campus. The detailed plan also provides the Fitzsimons Redevelopment Authority with a reliable expectation of infrastructure requirements if land is sold and constructed by other entities.

Park Amenities. With the estimated introduction of 18,165 residents on the campus (per PROS standard calculations), the need to provide high-quality and convenient access to parks and open spaces is vital. Significant discussion occurred between planning, PROS, and the applicant to address park needs. Due to limited ground space, the applicant proposes a series of small amenity spaces spread throughout the development through an interconnected system of median parks, linear parks, and pocket parks. A priority for staff was ensuring that these smaller parks provide active uses such as sports courts, playgrounds, and turf fields. General locations of these amenities can be found on sheet 21, which is a hybrid Form J that is used to track PROS improvements for master plan applications.

Projects within urban areas (typically lands zoned TOD) are not required to dedicate open space, but the plan does set aside approximately 16.33 acres of land for park development. Accounting for the shortfall in land dedication, PROS and the applicant are additionally negotiating off-site improvements to Sand Creek Park and Toll Gate Creek Greenway, which border the site to the north and east. Some additional changes to the GDP may be required prior to recording the plan, and staff are also requiring an IGA for the future construction of park improvements.

Urban Design Standards. The Fitzsimons Innovation Community General Development Plan is adopted as a Planned Development. This means that the GDP exists as a zoning document to regulate land use and the design of development occurring within its boundary. The existing GDP does allow the use of the Transit Oriented Development (TOD) zone district regulations, but development applications are established within the GDP document and through reference to the Design Review Board Design Guidelines. The power of these guidelines is established within the GDP. However, they are adopted and enforced through the FIC Design Review Board (DRB). The significant nature of the proposed amendment created conflicts with the existing guidelines, so staff has directed the applicant to update the document to be consistent with the proposed amendment. City staff holds a seat on the DRB and has participated in several rounds of review with the DRB. The guidelines were also provided as a courtesy review for city staff for any conflicts. DRB adoption of the revised guidelines will also be required prior to recording the requested amendment.

Summary of Staff Recommendation:

Recommend approval to the City Council of the GDP Amendment with one condition. (See last page of report for vote.)

Detailed Case Analysis

Related Cases:

- Fitzsimmons Innovation Campus GDP, Multiple Amendments (CN 1998-2011-00 through -15)

Public Notification:

Legal notice appeared in the Aurora Sentinel on May 15, 2025. The applicant has submitted certificates of mailing and public hearing notices to adjacent property owners, as well as pictures of the notice of public hearing sign posting.

Community Referrals:

Referrals were provided to the following registered neighborhood organizations within one mile of the project: Del Mar Neighborhood United, Northwest Aurora Neighborhood Organization, Hillcrest Village, Cottage Grove Homeowners Association, Summerfield Villas HOA, Sable Altura Chambers Neighborhood, CLEAN, Chamber Heights Neighborhood Association, Bluff Lake Rows HOA, Central Park United Neighbors, Mabry Safety Collective, Morris Heights Homeowners Associate, Fax Aurora, Path2Light Award Ceremony for Aurora Refugee Youth, Hoffman Heights Watch Dogs, Northwest Aurora Community Collaborative, Northwest Aurora Neighborhood Organization, and Block Meister.

Conformance with Code Criteria:

Major amendments to planned developments require compliance with for both the Zoning Map Amendment approval criteria and Map and Text Change for a PD Zone District approval criteria.

1. Zoning Map Amendment Criteria
   Zoning Map Amendment approval criteria are found in Section 146-5.4.1.C.3.a. of the Unified Development Ordinance as follows:
   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
   ii. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
      (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);
      (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
      (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.

2. Approval of Map and Text for a PD Zone District.
   Map and Text changes for PD Zone District approval criteria are found in Section 146-5.4.1.C.3.c. of the Unified Development Ordinance as follows:
   i. The proposed PD is required because of changed conditions or circumstances on the property or in the surrounding area; and
      (a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and
      (b) The applicant has demonstrated that the proposed initial zoning or rezoning is compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

ii. Any portion of PD zone district to be occupied by single-family detached or single-family attached dwellings shall be divided into blocks with a dimension of no larger than 330 feet by 660 feet with each such block divided from other blocks by local, collector, or arterial streets or freeways; and
iii. Any portion of the PD zone district to be occupied by multifamily, mixed-use, or industrial development shall provide a greater level of internal connectivity and connectivity to surrounding developments than would be required by Section 146-4.5 (Access and Connectivity) if the project were not being developed in a PD zone district; and
iv. When scored against the criteria in Table 4.8-2 (Scoring System for Architectural Features), each single-family detached and single-family attached structure in the PD zone district shall achieve a higher score than would be required if the project were not being developed in a PD zone district; and
v. Each multifamily, mixed-use, or industrial primary structure in the PD zone district shall provide a greater level of design quality than would be required by Section 146-4.8 (Building Design Standards) if the project were not being developed in a PD zone district; and
vi. The PD includes private common spaces that include recreational or community amenities, public art, and/or outdoor gathering spaces for the project residents, occupants and users that exceed those that would be required if the project were not being developed in a PD zone district;
vii. Any lands designed for public park and school sites in the PD zone districts meet the criteria for location of those types of lands in Sections 146-4.3.17 (Parks and Open Space) and 146-4.3.18 (School, Park, and Other Lands for Public Facilities) and any required park and open space lands are designed to connect with similar lands developed or designated on property adjacent to the proposed PD zone district to the maximum extent practicable.

The proposed GDP amendment complies with the code criteria for approval for the following reasons:

- The addition of residential uses and the refined infrastructure improvements further the desired outcomes of the Urban District Placetype by integrating responsible residential density intertwined with a multimodal network.
- As an Urban District Placetype and a planned development district, the FIC is intended to be one of the most dense and urban areas within the City of Aurora. The proposed amendment furthers that goal and has outlined specific criteria in the GDP and Urban Design Standards to push a highly urban design pattern.
- The amendment will not dislocate any tenants or occupants of the property. Instead, it provides the opportunity to increase housing options for residents and future residents of the city.
- The proposed amendment is needed to provide a better mix of uses and provide a more convenient 24-hour customer base to support on-site commercial uses. The additional residential uses also provide housing opportunities for those who work in the Fitzsimons campus.
- Single-family detached uses are not permitted within the campus, and single-family attached uses are only permitted when integrated with multifamily dwellings. That being said, the GDP retains a requirement for block sizes ranging from 330-660 ft. The new public improvement plan establishes a more refined block network to meet these requirements. Larger blocks may be further subdivided to support building access with each planning area development.
- The urban design standards for the FIC enforced through the DRB elevate the design requirements of development above and beyond the requirements of code.
- On-site and off-site park improvements are proposed and outlined in the GDP to provide amenities to introduced residential uses.
- The on-site school facility is not being amended with this request.

Applicant Information:

Applicant/Owner: Fitzsimons Redevelopment Authority, Lyle Artz
Agent: Tryba Architects, Ryan Shaaban

Exhibits: There may be fewer or more exhibits, delete and add as needed

Exhibit A Vicinity Map
Exhibit B Letter of Introduction
Exhibit C General Development Plan (GDP) – Amendment #16

Project Statistics:

Land Use Analysis

Existing GDP Land Use Summary: Proposed GDP Land Use Summary:

LAND USE SUMMARY ::

Mixed-use: Office / Commercial	+/- 14.98
Mixed-use: Innovation / Research	+/- 69.44
Mixed-use: Residential	+/- 7.85
Mixed-use: Flex	+/- 44.00
Park space	+/- 9.03
Linear Park	+/- 2.17
R.O.W	+/- 34.51
Ineligible Open Space	+/- 2.21
TOTAL SITE	184.19(AC)

LAND USE SUMMARY ::

Land Use Type	FRA OWNED	CU OWNED[2]
Mixed-use: Office / Commercial / Research	+/- 48.53	+/- 17.28
Mixed-use: Public / Civic / Institutional	+/- 14.09	+/- 6.68
Residential	+/- 14.74	NA
Mixed-use: Residential	+/- 14.90	NA
Park Space	+/- 16.33	+/- 1.75
R.O.W	+/- 47.24	+/- 1.61
Ineligible Open Space	+/- 1.02	NA
SITE ACREAGE	+/- 156.87	+/- 27.32
TOTAL SITE ACREAGE	+/- 184.19	

Item	Existing	Permitted or Required	Proposed
Zoning	PD	N/A	PD
GDP Area (FRA Owned)	184.19	N/A	156.87*
Commercial / Research Uses	84.42	N/A	62.62
Mixed-Use Residential Uses	7.85	N/A	14.90
Mixed-Use Flex	44.00	N/A	0
Residential Uses	0	N/A	14.74
Park Space	11.20	N/A	16.33
ROW	34.51	N/A	47.21

**The GDP area is reduced to acknowledge that CU owned lands are coordinated within the plan design, but not necessarily regulated or agreed upon by CU leadership.*

Surrounding Properties

Direction	Zoning	Actual Use
North	Parks and Open Space (POS)	Sand Creek Park
East	Parks and Open Space (POS)	Toll Gate Creek Park
South	Mixed-Use Office/Institutional (MU-OI)	University of Colorado Health Sciences, Aurora Day Resource Center
West	Original Aurora Low and Medium Density Residential (OA-R-1 & OA-R-2), Fitzsimons Boundary District (MU-FB)	North Middle School, North Aurora Neighborhood

Staff Recommendation:

Agenda Item: General Development Plan Amendment

Recommend approval, with one condition, to City Council the Fitzsimons Innovation Community General Development Plan Amendment No 16, because it complies with the requirements of Code Section 146-5.4.1.3.C. of the Unified Development Ordinance for the following reasons:

- The addition of residential uses and the refined infrastructure improvements further the desired outcomes of the Urban District Placetype by integrating responsible residential density intertwined with a multimodal network.
- As an Urban District Placetype and a planned development district, the Fitzsimons Innovation Campus (FIC) is intended to be one of the most dense and urban areas within the City of Aurora. The proposed amendment furthers that goal and has outlined specific criteria in the GDP and Urban Design Standards to push a highly urban design pattern.
- The amendment will not dislocate any tenants or occupants of the property. Instead, it provides the opportunity to increase housing options for residents and future residents of the city.
- The proposed amendment is needed to provide a better mix of uses and provide a more convenient 24-hour customer base to support on-site commercial uses. The additional residential uses also provide housing opportunities for those who work in the Fitzsimons campus.
- Single-family detached uses are not permitted within the campus, and single-family attached uses are only permitted when integrated with multifamily dwellings. That being said, the GDP retains a requirement for block sizes ranging from 330-660 ft. The new public improvement plan establishes a more refined block network to meet these requirements. Larger blocks may be further subdivided to support building access with each planning area development.
- The urban design standards for the FIC enforced through the DRB elevate the design requirements of development above and beyond the requirements of code.
- On-site and off-site park improvements are proposed and outlined in the GDP to provide amenities to introduced residential uses.
- The on-site school facility is not being amended with this request.

Approval is to be subject to the following condition:

1. Resolution of outstanding technical issues prior to recordation of the site plan and the issuance of any building permits.

8e. FITZSIMONS INNOVATION COMMUNITY – GENERAL DEVELOPMENT PLAN AMENDMENT NO `6

The applicant, Fitzsimmons Redevelopment Authority, requests approval of the 16th Amendment to the Fitzsimons Innovation Community General Development Plan (GDP). The request is a major amendment to increase residential uses on the campus and to update the impacted planning areas, street, utility, drainage, parks, and open space improvements. The GDP is adopted as the official zoning document within the Planned Development (PD) zone district. Except for a few outparcels, it is generally bounded by N. Peoria Street to the west, E. Montview Boulevard to the south, and N. Fitzsimons Parkway to the east and north. It is located within the Urban District Placetype, Subarea A.

The applicant is requesting to increase the residential unit cap from 850 new units to 7,266 new units. Just under 4,000 of the units are proposed in mixed-use planning areas that also allow flexibility for commercial development, while the remaining units are proposed in residential-only planning areas (with the option of ground-floor commercial uses). In order to ensure the community and infrastructure needs are provided with the use changes, the applicant also proposes an update to the GDP to further refine explicit planning areas and associated triggers for street, utility, drainage, public art and park improvements. Updates to the design guidelines, master traffic study, master utility study and master drainage study are also proposed and under review concurrently with the proposed request.

Staff finds that the proposed amendment is in compliance with the approval criteria applicable to approvals of map and text changes for PD zone districts as outlined in Section 146-5.4.1.C.3.c. of the Unified Development Ordinance, and that the amendment proposes development consistent with the intent of the Urban District Placetype.

Eighteen (18) neighborhood groups and forty-one (41) abutting property owners were notified of the application. Only one comment was received in support of the project, so a neighborhood meeting was not held.

Testimony Given at the Hearing:

Commissioners Banka, Bush, and Jetchick visited the site.

Aja Tibbs, Case Manager, gave a presentation of the item, including the staff recommendation.

Chair Walls asked why the density was so low when the General Development Plan was first developed. A Tibbs explained that historically, there was concern that the campus would not be retained and developed as a biomedical campus. The focus at the time of the original application was on preserving and protecting that land strictly for medical office research and labs, so there was a very strict density limit in place. A Tibbs also stated that from the staff's perspective, a lot of the conversations have been about getting a good mix and balance of uses, and making sure there is still a lot of land retained for medical office and research uses.

Commissioner Banka asked what income bracket the residential units being built are intended for.

A Tibbs responded that there is no affordability restriction proposed in the General Development Plan right now that any of the units are affordable housing. There has been input from the Fitzsimons Redevelopment Authority and the Design Review Board for the campus about the interest in seeing more affordable housing being offered.

Kathleen Fogler, Tryba Architects, representing the applicant, gave a presentation of the item.

Commissioner Banka asked if any of the multi-family units proposed will be for sale or will they just be for rent. K Fogler responded that it is not being predetermined; the goal is to have a mixed income, and for-sale units may be a part of that. The next step is to work out the market and see what can be delivered. K Fogler also added it would be a great benefit to have more variety so that more concurrent construction can be going on at any given point in time. The intention is to cater to and provide for different markets.

Chair Walls thanked staff and the applicant for providing the master traffic impact study and asked if any coordination has been done with the Colorado Department of Transportation (CDOT) because the addition of 7,000 adjacent residents to I-225 may be a massive concern, especially considering the ingress from 17th Avenue and Colfax Avenue since those are the two intersections that intersect with I-225. K Fogler explained that no direct coordination with CDOT has taken place. The applicant has been incorporating the Denver Regional Council of Governments (DRCOG) background models, which do incorporate regional scales at a local and then regional level based on the long-term projections. There is also a larger campus mobility study being conducted that the city is leading, and CDOT is participating in.

Lyle Artz, Fitzsimons Redevelopment Authority, was available for questions.

There was no public comment.

Planning Commission Results
AGENDA ITEM 8e – GENERAL DEVELOPMENT PLAN AMENDMENT

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER BUSH.

RECOMMEND APPROVAL, WITH ONE CONDITION, TO CITY COUNCIL THE FITZSIMONS INNOVATION COMMUNITY GENERAL DEVELOPMENT PLAN AMENDMENT NO 16, BECAUSE IT COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.3.C. OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE ADDITION OF RESIDENTIAL USES AND THE REFINED INFRASTRUCTURE IMPROVEMENTS FURTHER THE DESIRED OUTCOMES OF THE URBAN DISTRICT PLACETYPE BY INTEGRATING RESPONSIBLE RESIDENTIAL DENSITY INTERTWINED WITH A MULTIMODAL NETWORK.
2. AS AN URBAN DISTRICT PLACETYPE AND A PLANNED DEVELOPMENT DISTRICT, THE FITZSIMONS INNOVATION CAMPUS (FIC) IS INTENDED TO BE ONE OF THE MOST DENSE AND URBAN AREAS WITHIN THE CITY OF AURORA. THE PROPOSED AMENDMENT FURTHERS THAT GOAL AND HAS OUTLINED SPECIFIC CRITERIA IN THE GDP AND URBAN DESIGN STANDARDS TO PUSH A HIGHLY URBAN DESIGN PATTERN.

3. THE AMENDMENT WILL NOT DISLOCATE ANY TENANTS OR OCCUPANTS OF THE PROPERTY. INSTEAD, IT PROVIDES THE OPPORTUNITY TO INCREASE HOUSING OPTIONS FOR RESIDENTS AND FUTURE RESIDENTS OF THE CITY.
4. THE PROPOSED AMENDMENT IS NEEDED TO PROVIDE A BETTER MIX OF USES AND PROVIDE A MORE CONVENIENT 24-HOUR CUSTOMER BASE TO SUPPORT ON-SITE COMMERCIAL USES. THE ADDITIONAL RESIDENTIAL USES ALSO PROVIDE HOUSING OPPORTUNITIES FOR THOSE WHO WORK IN THE FITZSIMONS CAMPUS.
5. SINGLE-FAMILY DETACHED USES ARE NOT PERMITTED WITHIN THE CAMPUS, AND SINGLE-FAMILY ATTACHED USES ARE ONLY PERMITTED WHEN INTEGRATED WITH MULTIFAMILY DWELLINGS. THAT BEING SAID, THE GDP RETAINS A REQUIREMENT FOR BLOCK SIZES RANGING FROM 330-660 FT. THE NEW PUBLIC IMPROVEMENT PLAN ESTABLISHES A MORE REFINED BLOCK NETWORK TO MEET THESE REQUIREMENTS. LARGER BLOCKS MAY BE FURTHER SUBDIVIDED TO SUPPORT BUILDING ACCESS WITH EACH PLANNING AREA DEVELOPMENT.
6. THE URBAN DESIGN STANDARDS FOR THE FIC ENFORCED THROUGH THE DRB ELEVATE THE DESIGN REQUIREMENTS OF DEVELOPMENT ABOVE AND BEYOND THE REQUIREMENTS OF CODE.
7. ON-SITE AND OFF-SITE PARK IMPROVEMENTS ARE PROPOSED AND OUTLINED IN THE GDP TO PROVIDE AMENITIES TO INTRODUCED RESIDENTIAL USES.
8. THE ON-SITE SCHOOL FACILITY IS NOT BEING AMENDED WITH THIS REQUEST.

APPROVAL IS TO BE SUBJECT TO THE FOLLOWING CONDITION:

1. RESOLUTION OF OUTSTANDING TECHNICAL ISSUES PRIOR TO RECORDATION OF THE GENERAL DEVELOPMENT PLAN AND THE ISSUANCE OF ANY BUILDING PERMITS.

Further Discussion:

Chair Walls stated this is an incredible amendment and likes the plan. The applicant presentation was very helpful to see on a conceptual basis what the community will look like. This amendment is very different from the others that have been brought before the Planning Commission over the last several years, and this one brings the community component more into focus.

Commissioner Jetcheck concurred with Chair Walls.

MOTION PASSED UNANIMOUSLY

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE FITZSIMONS GENERAL DEVELOPMENT PLAN TO ALLOW FOR INCREASED RESIDENTIAL USES (FITZSIMONS GDP AMENDMENT #16)

WHEREAS, the applicant has requested to amend the Fitzsimons General Development Plan (GDP) to allow for increased residential uses and update the impacted planning areas, streets, utility, drainage and parks and open space improvements; and

WHEREAS, Section 146-5.4.1.C.3.c of the Unified Development Ordinance (UDO) provides that all applications for major amendments to a Planned Development Zone District, which encompasses GDPs, 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 May 28, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the amendments; and

WHEREAS, the City Council finds and determines that it is appropriate to accept the recommendation of the Planning and Zoning Commission and approve the amendments to the GDP.

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 it is appropriate to render a final decision approving the GDP Amendment, as the applicant has demonstrated that the proposed amendment is consistent with the spirit and intent of the Comprehensive Plan, with the requirements of the UDO, and with the other policies adopted by City Council.

Section 2. The City Council hereby approves the amended Fitzsimons General Development Plan in the form presently held in the office of the City Clerk and in substantially the form presented to the City Council at tonight's meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Ordinance.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 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 SCHULTE:

Lena McClelland RLA
_____
LENA MCCLELLAND, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: QuikTrip 4263 Conditional Use Appeal
Item Initiator: James Schireman, Planner I, Planning and Business Development
Staff Source/Legal Source: James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: Foster Graham Milstein & Calisher, LLP – Agent
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/5/2025

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

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

A PUBLIC HEARING AND CONSIDERATION WITHOUT RELATED ORDINANCE TO CONSIDER AN APPEAL BY THE APPLICANT REGARDING THE PLANNING AND ZONING COMISSION DECISION OF DENIAL FOR THE QUIKTRIP 4263 SITE PLAN AND CONDITIONAL USE
James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session
☐ Approve Item as Proposed at Policy Committee
☐ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as Proposed at Study Session
☐ Information Only
☒ Approve Item as Proposed at Regular Meeting
☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 2/12/2025

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

☐ Recommends Approval

☒ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission, on February 12, 2025, reviewed the applicant's request for a site plan and a conditional use for a QuikTrip motor vehicle refueling station in the Mixed-Use Corridor (MU-C) zoning district at 2580 S. Havana Street. The motion to approve the conditional use failed by a vote of 1 in favor and 5 against. By denying the conditional use, the Planning Commission deemed the site plan denied by extension and a moot point for further discussion. The Planning Commission Staff Report with Exhibits, the Planning Commission Result Letter, and the applicant's appeal have been attached for reference (Exhibits E, G and H).

At the February hearing, James Schireman, Staff Planner, presented the Quiktrip 4263 Site Plan and Conditional Use with a recommendation for its approval. Staff affirmed that the application remained in compliance with both the conditional use approval criteria in section 146-5.3.13.A, as well as the site plan criteria found in section 146-5.4.3.B.2. Following the staff presentation, several members of the public raised concerns regarding the significant amount of gas stations already existing in the area, with Chair Walls affirming this opinion by noting 11 gas stations existing within one mile of the site. Overall, the Commission found the proposed additional gas station would not appropriately mitigate the adverse impacts of the use, and subsequently voted to deny the conditional use. With the conditional use denied, the Planning Commission found the site plan use related criteria impossible to satisfy, and deemed the site plan denied by extension.

An appeal of the Planning Commission decision was filed by the applicant's agent, Foster Graham Milstein & Calisher, on February 21, 2025, in accordance with section 146-5.3.13.A. The appellant contends that the Quiktrip 4263 complies with both the Conditional Use approval criteria outlined in Section 146-5.4.3.A.3 and the Site Plan criteria found in section 146-5.4.3.B.2. Furthermore, the appellant asserts that the Planning Commission did not apply the Conditional Use criteria correctly when rendering their decision to deny. The complete appellant letter of introduction and accompanying documents are provided for your reference (Exhibits B, C and D).

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

The applicant’s agent, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Road and S. Havana Street. The subject property is located entirely within an MU-C zone district and is bordered by adjacent MU-C zoning to the north and south, with a small pocket of MU-OI zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed Quiktrip is located on a parcel that contains a multi-tenant commercial center, which will remain, while the now closed Sam’s Diner restaurant in the Northwest corner is proposed to be demolished and replaced with the proposed Quiktrip use. Specifically, the proposed QuikTrip will include an approximately 5,312-square-foot single-story convenience store and a 9-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834 Acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and features accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Road and S Havana Street. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The proposed fueling station will operate 24 hours a day, 7 days a week. The facility will employ approximately 22 people, with 4 employees working per shift and 3 shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush-hour, specifically 6am-9am and 4pm-6pm.

Exhibits:

Exhibit A – Vicinity Map
Exhibit B – Introduction letter and Operations Plan
Exhibit C – Site Plan
Exhibit D – Conditional Use Response
Exhibit E – 1483-03 PC Staff Report
Exhibit F – 2-12 PC Presentation Quiktrip 4263
Exhibit G – 2-12 PC Meeting Minutes
Exhibit H – Appeal Letter
Exhibit I – Appeal Presentation

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to uphold, modify, or overturn the decision of the Planning and Zoning Commission?

LEGAL COMMENTS

Unless otherwise specified by the UDO, any decision of the Planning and Zoning Commission may be appealed to the City Council. Appeals may be submitted by an affected applicant or by the owner of a property that is adjacent to the property that was the subject of the application. The notice of appeal must be filed with the City Manager within 10 calendar days after the decision, and shall specifically state the Section or the City regulation that has not been applied correctly. (UDO §146-5.3.13.A.1) City Council shall schedule a public hearing according to the procedures described in UDO §146-5.3.8 (Public Hearings). City Council shall review the appeal based on the standards and criteria in the UDO and the record of decision and shall act to uphold, modify, or overturn the decision as necessary to bring the decision into compliance with the standards and criteria of the UDO. (UDO §146-5.3.13.A.2)

Criteria for Approval of a Conditional Use. A conditional use shall be approved only if the Planning and Zoning Commission determines that

(a) the application complies with the applicable standards in the UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed condition use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

(b) the application is consistent with the Comprehensive Plan;

(c) the size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

(d) the proposed use will not change the predominant character of the surrounding area;

(e) the City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;

(f) the application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application; and

(g) the application mitigates any adverse impacts on the surrounding area to the degree practicable. (UDO §146-5.4.3.A.3). (McClelland)



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.0375 0.075

City of Aurora, Colorado

QuikTrip 4263
Site Plan and Conditional Use

Case Number: 2000-6044-07
Development Application: #1483-03

2/5/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

June 4, 2024

City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

Re: ***Site Plan Letter of Intent***
QuikTrip 4263
Parker Road and Havana Street, Aurora, Colorado

To Whom It May Concern,

Kimley-Horn and Associates, Inc. is pleased to be submitting the Site Plan Package for the above-referenced project on behalf of QuikTrip Corporation (the "Site Developer"). General project information and anticipated scope of work related to the site improvements is further summarized below.

General Project Information

The Site is located on Parker Road, situated in the southwest quarter of Section 26, Township 4 South, Range 67 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado.

The Site lies within a portion of an existing developed lot, with a Burger King to the north, and surrounded by mixed uses to the south such as Epic Mountain Gear and Advance Auto Parts with associated sidewalks, pavement, and parking. The total existing lot contains a total of ±4.834 acres, however the proposed improvements anticipate impacting approximately ±2.07 acres of the total site.

The proposed improvements consist of the demolition of the existing structure on the northern portion of the site to develop a new convenience store and gas station.

Stormwater

Runoff developed on-site will be collected in private roof and storm drain systems and will be conveyed to a new below grade detention and water quality system for treatment and attenuation prior to being released to the existing storms ewer system in Havana Street. Refer to the Preliminary Drainage Report for more detailed information and analysis.

Site Access

The site access will be via the existing full movement points of access on Havana Street and Parker Road. The northern cross access point to the adjacent lot is proposed to be closed as part of this development. This has been coordinated with the property owner and is not anticipated to impact either lot, as the cross access is currently blocked with barriers in the existing condition.

Utilities

There is an existing 2-inch water meter along Parker Road, which is being investigated to understand if the meter can be reused and is appropriate for the site development. If the existing meter will not be reused, a modified tap size in the existing location will be proposed.

There is an existing sanitary sewer main along Havana Street which is anticipated to serve the site. Additionally, there is an existing sanitary sewer service through the site to the east appearing to serve Lot 1 of the Parker Exchange Subdivision. This sanitary sewer is planned to remain in place.

Electric, cable, and telephone services are anticipated to be included as part of this Project and will meet service load requirements of the Project. The appropriate utility service providers will be contacted for design and necessary service extensions, facilities, and easements for the new buildings. Coordination with Xcel regarding the demolition and connection to the existing power is ongoing. No new gas lines are proposed with the project.

Landscape

Landscaping and irrigation will be proposed along the property boundary and throughout the Project meeting the City of Aurora requirements.

Consistent with the Subarea Plan for this region, new detached sidewalks with landscape tree lawns are proposed as part of this development.

Signage

Signage for the Project will be provided per the City Code. Allowable signage for the Site will be coordinated with the City. It is anticipated the existing monument sign along Parker Road will be relocated to the new back of curb. The existing monument sign along Havana Street is currently planned to remain in place.

QuikTrip Operations Plan

The convenience store with fuel sales will be open 24hrs per day. Each location employs an average of 22 people, 4 employees per shift, 3 shifts per day. The peak visitation to the site correlates with normal business travel hours. In the morning from 6am-9am as people are heading to work, from 11am to 1pm as people are searching out lunch options, then from 4pm to 6pm when people are on their way home from work. The number of customers during these peak hours is directly dependent on the number of residents within the immediate area and traffic that currently uses the adjacent roadway system.

All deliveries will be scheduled during daytime hours so as to not have an adverse effect on the neighboring properties, there will not be any outdoor storage of materials, and there are no hazardous materials stored on site.

Conditional Use Criteria

It is understood that a gas station and convenience store is a Conditional Use under the current MU-C zoning designation. Below is a summary of the eight (8) conditional use criteria and descriptions of how the proposed site plan demonstrates compliance with the criteria.

1. The compatibility of the proposed use with existing and planned uses on abutting properties.
    - *Response: The proposed development is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site.*
      The convenience store will offer the surrounding neighborhoods a new option for high quality to-go food as the store is equipped with a full-service kitchen preparing grab-and-go meals, coffee and drinks.

2. Any increase in density or intensity of the proposed use that will affect the compatibility of the use with existing and planned uses in the surrounding area
   - *Response: The proposed convenience store and fuel station will not negatively impact the density in this area and will actively serve the community. The convenience provided with the QuikTrip store will serve as a local community amenity offering high quality to-go food. The proposed site will also provide pedestrian amenities such as sidewalks/paths and outdoor seating areas around the building. .*

3. The proposed use will not change the predominant character of the surrounding area.
   - *Response: The zoning for the proposed site and surrounding properties is Mixed Use Corridor as noted previously.*

4. The ability to mitigate adverse and undesirable impacts to the surrounding area, including but not limited to visual impacts, air emissions, noise, vibrations, glare, heat odors, water pollution, electromagnetic interference, and other nuisance effects;
   - *Response: Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping.*
     The convenience store will have food/store deliveries as needed on a Monday through Friday daytime delivery schedule. Fuel delivery will occur as needed based on sales as replenishment is needed, these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit the possible vehicle congestion on the site. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated.
     Parking is not proposed at abut Tower Road, mitigating negative glare and visual impact along the primary road corridor.
     Consistent with the city standards, stormwater quality treatment for runoff is proposed on-site to improve water quality and mitigate water pollution. All of the underground fuel storage tanks are equipped with state of the art real-time leak detection systems.

5. Amount of traffic generated and capacity and design of roadways to handle anticipated traffic;
   - *Response: This project includes a Traffic Impact Study. This Traffic Study outlines the proposed QuikTrip Conditional Use development. As part of the TIS, a 16 fueling position gas station with 5,312 SF convenience store was accessed for the overall development. Access to the project site from the adjacent rights-of-way are consistent with the TIS recommendations for access movements. With the addition of the project and improvements, all intersections are expected to operate in the near term acceptably during both the AM Peak Hour and the PM Peak Hour in the current configurations.*

6. The effect on infrastructure including water, wastewater, stormwater, utilities, and streets;
   - *Response: The proposed QuikTrip site is not anticipated to negatively impact the existing utilities or adjacent roadways. Consistent with the existing commercial development, the existing water, sanitary and storm sewer system has adequate capacity to serve the project site and proposed use. Consistent with the Traffic Impact Study, the adjacent roadways are adequate for the anticipated traffic demands.*

7. The incorporation and integration of architectural and landscape features to mitigate impacts from the proposed use
    - *Response: QuikTrip is committed to providing a high level of architecture design for both the proposed Convenience Store and Fuel Canopy, both structures will be compliant with the City UDO. The proposed landscaping on the QT is consistent with the City UDO and provides new detached sidewalks with tree lawns and a plaza area west of the building.*

8. The city council, planning commission, or planning director are authorized to consider the past performance of an applicant in their consideration of any conditional use. The planning commission, city council, or planning director may use as a basis for denial whether the applicant or developer is determined to be in violation of any requirements, conditions, or representations on a prior development.
    - *Response: QuikTrip is historically one of the best in the convenience store business and year after year commit to delivering a high level of quality service the community. We greatly appreciate the opportunity to partner with the City of Aurora on this development and look forward to being a part of the community.*

We hope this Letter of Intent assists in your review of the QuikTrip Site Plan submittal. We are excited to work with the City on this project and look forward to delivering a project that the City and this project team are extremely proud of.

If you have any questions or comments during your review, please do not hesitate to contact me at 303-228-2327 or shelby.madrid@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Shelby Madrid, PE,

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST ¼ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE COLORADO CENTRAL ZONE 0502, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GROUND UNITS. BEING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 26, BEARING N89°49'35"E, BETWEEN MONUMENTS SHOWN HEREON.

BENCHMARK

VERTICAL RELIEF WAS MADE FROM AN ON THE GROUND SURVEY, CONTOURS SHOWN HEREON ARE AT 1' INTERVALS USING THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), GEOID 12A. SITE VERTICAL WAS ESTABLISHED BY USING CITY OF AURORA BENCH MARK "4S67726SW010"

3" BRASS CAP LOCATED AT INLET STRUCTURE AT THE NORTHWEST CORNER OF HARVARD DR. AND YALE AVE.

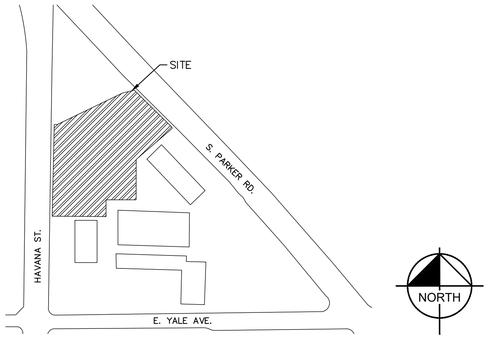
ELEVATION = 5589.80 FEET (NAVD 1988)

LEGAL DESCRIPTION

LOT 1, BLOCK 1, LA BELLE SUBDIVISION, RECORDED AT RECEPTION NUMBER 1303028, BOOK 22, PAGE 71 IN THE OFFICIAL RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, BEING IN THE SW ¼ OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

CITY OF AURORA SITE PLAN NOTES:

1. THE DEVELOPER, SUCCESSORS OR ASSIGNS, INCLUDING THE HOMEOWNERS OR MERCHANTS ASSOCIATION, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL FIRE LANE SIGNS AS REQUIRED BY THE CITY OF AURORA.
2. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, FIRE LANES EASEMENTS OR FIRE LANE CORRIDORS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. WHERE DEDICATED AS A FIRE LANE EASEMENT OR DESIGNATED AS A FIRE LANE CORRIDOR, THE ROADWAY SHALL BE POSTED "NO PARKING – FIRE LANE".
3. "ACCESSIBLE EXTERIOR ROUTES" SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING, ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE. AT LEAST 50% OF ALL BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUT PROVIDING A RAMP WITH A MAXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS ROUTE SHALL BE WIDE ENOUGH TO WHOLLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. REQUIRED ACCESSIBLE MEANS OF EGRESS SHALL BE CONTINUOUS FROM EACH REQUIRED ACCESSIBLE OCCUPIED AREA TO THE PUBLIC WAY. THE "ACCESSIBLE EXTERIOR ROUTES" SHALL COMPLY WITH IBC 2021 CHAPTER 11, AND 2017 ICC A117.1.
4. THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. THE DEVELOPER, SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
6. ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE LANDSCAPE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES INTO EASEMENTS AND STREET RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY OF AURORA'S USE AND OCCUPANCY OF THE SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES.
7. IN LOCATIONS WHERE UTILITY EASEMENTS OVERLAP DRAINAGE EASEMENTS, ONLY SUBSURFACE UTILITIES SHALL BE PERMITTED WITHIN THE PORTION OF THE UTILITY EASEMENT THAT OVERLAPS THE DRAINAGE EASEMENT. INSTALLATION OF ABOVE GROUND UTILITIES WITHIN A DRAINAGE EASEMENT REQUIRES PRIOR WRITTEN APPROVAL BY THE CITY ENGINEER.
8. PRIOR TO FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS, IF THE ADJACENT SITE IS NOT UNDER CONSTRUCTION, THE CURB CUT/CURB RETURNS AND CROSS PAN MUST BE REMOVED AND REPLACED WITH SIDEWALK, LANDSCAPING AND CURB AND GUTTER AT THE DEVELOPER'S EXPENSE. THE DEVELOPER ACKNOWLEDGES THE RISK OF CONSTRUCTING THE CURB CUT WITHOUT APPROVED CIVIL PLANS FOR THE ADJACENT SITE SHOWING THE CURB CUT.
9. THE APPROVAL OF THIS DOCUMENT DOES NOT CONSTITUTE FINAL APPROVAL OF GRADING, DRAINAGE, UTILITY, PUBLIC IMPROVEMENTS AND BUILDING PLANS. CONSTRUCTION PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE AGENCY PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
10. ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH SECTIONS 126-271 AND 126-278 OF THE AURORA CITY CODE.
11. NOTWITHSTANDING ANY SURFACE IMPROVEMENTS, LANDSCAPING, PLANTING OR CHANGES SHOWN IN THESE SITE OR CONSTRUCTION PLANS, OR ACTUALLY CONSTRUCTED OR PUT IN PLACE, ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH TO ALLOW FOR ADEQUATE MAINTENANCE EQUIPMENT. ADDITIONALLY, NO INSTALLATION, PLANTING, CHANGE IN THE SURFACE, ETC., SHALL INTERFERE WITH THE OPERATION OF THE UTILITY LINES PLACED WITHIN THE EASEMENT. BY SUBMITTING THESE SITE OR CONSTRUCTION PLANS FOR APPROVAL, THE LANDOWNER RECOGNIZES AND ACCEPTS THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS NOTE.
12. ALL ROOFTOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT (8) INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREESTANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.
13. ALL INTERESTED PARTIES ARE HEREBY ALERTED THAT THIS SITE PLAN IS SUBJECT TO ADMINISTRATIVE CHANGES AND AS SHOWN ON THE ORIGINAL SITE PLAN ON FILE IN THE AURORA CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. A COPY OF THE OFFICIAL CURRENT PLAN MAY BE OBTAINED THERE. LIKEWISE, SITE PLANS ARE REQUIRED TO AGREE WITH THE APPROVED SUBDIVISION PLAT OF RECORD AT THE TIME OF A BUILDING PERMIT; AND IF NOT, MUST BE AMENDED TO AGREE WITH THE PLAT AS NEEDED, OR VICE VERSA.
14. ERRORS IN APPROVED SITE PLANS RESULTING FROM COMPUTATIONS OR INCONSISTENCIES IN THE DRAWINGS MADE BY THE APPLICANT ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD. WHERE FOUND, THE CURRENT MINIMUM CODE REQUIREMENTS WILL APPLY AT THE TIME OF BUILDING PERMIT. PLEASE BE SURE THAT ALL PLAN COMPUTATIONS ARE CORRECT.
15. ALL REPRESENTATIONS AND COMMITMENTS MADE BY APPLICANTS AND PROPERTY OWNERS AT PUBLIC HEARINGS REGARDING THIS PLAN ARE BINDING UPON THE APPLICANT, PROPERTY OWNER, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS.
16. ARCHITECTURAL FEATURES, SUCH AS BAY WINDOWS, FIREPLACES, ROOF OVERHANGS, GUTTERS, EAVES, FOUNDATIONS, FOOTINGS, CANTILEVERED WALLS, ETC., ARE NOT ALLOWED TO ENCROACH INTO ANY EASEMENT OR FIRE LANE.
17. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, SHOWN ON THE SIGNING AND STRIPING PLAN FOR DEVELOPMENT.
18. FIRE LANE AND HANDICAPPED PARKING SIGNS, SIGN DETAILS, HANDICAPPED PARKING STALL DETAILS, AND LOCATIONS SHALL BE APPROVED WITH THE CIVIL PLANS, "SIGNAGE AND STRIPING" PACKAGE.
19. THIS SITE HAS THE FOLLOWING CONDITIONAL USE APPROVAL(S):
20. FINAL GRADE SHALL BE AT LEAST SIX (6) INCHES BELOW ANY EXTERIOR WOOD SIDING ON THE PREMISES.
21. THE STREETLIGHT OR PEDESTRIAN LIGHT INSTALLATION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DESIGNED, FUNDED, AND CONSTRUCTED BY THE DEVELOPER/OWNER. OWNERSHIP AND MAINTENANCE OF THE STREET/PEDESTRIAN LIGHTS SHALL BE THE RESPONSIBILITY OF THE CITY OF AURORA ONCE THEY HAVE BEEN ACCEPTED. STREET LIGHT AND/OR PEDESTRIAN PHOTOMETRICS PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL AND SHALL BECOME A PART OF THE APPROVED CIVIL CONSTRUCTION PLANS FOR THE PROJECT. SEPARATE PERMITS FOR STREET LIGHTS WILL BE REQUIRED; ONE FOR PUBLIC IMPROVEMENTS AND ONE FOR A BUILDING PERMIT FOR ELECTRICAL. THE BUILDING PERMIT SUBMITTAL WILL NEED TO INCLUDE AN ELECTRICAL PLAN SHOWING SITE LOCATION OF LIGHTS, ELECTRIC METER LOCATION, ELECTRICAL ONE LINE AND GROUNDING DETAILS AND ANY ADDITIONAL ELECTRICAL INFORMATION FOR APPROVAL. THE OWNER IS RESPONSIBLE FOR OBTAINING AN ADDRESS FOR THE METER(S) FROM THE PLANNING DEPARTMENT. CERTIFICATE OF OCCUPANCIES WILL NOT BE ISSUED UNTIL THE STREET AND/OR PEDESTRIAN LIGHTING PLANS ARE APPROVED, CONSTRUCTED, AND INITIALLY ACCEPTED.
22. ALL CROSSINGS OR ENCROACHMENTS INTO EASEMENTS AND RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ("CITY") IDENTIFIED AS BEING PRIVATELY-OWNED AND MAINTAINED HEREIN ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY'S USE AND OCCUPANCY OF SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID CROSSINGS OR ENCROACHMENTS UPON REQUEST FROM THE CITY AND AT NO EXPENSE TO THE CITY. THE CITY RESERVES THE RIGHT TO MAKE FULL USE OF THE EASEMENTS AND RIGHTS-OF-WAY AS MAY BE NECESSARY OR CONVENIENT AND THE CITY RETAINS ALL RIGHTS TO OPERATE, MAINTAIN, INSTALL, REPAIR, REMOVE OR RELOCATE ANY CITY FACILITIES LOCATED WITHIN SAID EASEMENTS AND RIGHTS-OF-WAY AT ANY TIME AND IN SUCH A MANNER AS IT DEEMS NECESSARY OR CONVENIENT.



VICINITY MAP
SCALE 1"= 250'

SHEET LIST TABLE	
Sheet Number	Sheet Title
1	COVER SHEET
2	OVERALL SITE PLAN
3	DETAILED SITE PLAN
4	OPERATIONS PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	SITE DETAIL SHEET
8	SITE DETAIL SHEET
9	TREE MITIGATION PLAN
10	LANDSCAPE PLAN
11	LANDSCAPE SCHEDULES
12	LANDSCAPE DETAILS
13	LANDSCAPE DETAILS
14	LANDSCAPE DETAILS
15	BUILDING ELEVATIONS
16	BUILDING FLOORPLAN (A101)
17	BUILDING ELEVATIONS (A201)
18	BUILDING ELEVATIONS (A202)
19	CANOPY ELEVATIONS
20	PHOTOMETRIC SITE PLAN
21	PHOTOMETRIC DETAILS
22	PHOTOMETRIC DETAILS
23	PHOTOMETRIC DETAILS
24	PHOTOMETRIC DETAILS
25	PHOTOMETRIC DETAILS
26	SIGNAGE PLAN

SITE DATA

AREA OF PROPOSED IMPROVEMENTS ± 1.288 ACRES
LAND AREA WITHIN PROPERTY LINE ± 4.834 ACRES
BUILDING COVERAGE ± 5,312 SF, 0.12 ACRES
CANOPY COVERAGE ± 8,346 SF, 0.19 ACRES
HARDSCAPE ± 3.405 ACRES
LANDSCAPE ± 0.401 ACRES
NUMBER OF BUILDINGS 1
MAXIMUM ALLOWABLE HEIGHT OF BUILDINGS 75.0 FT
MAXIMUM PROPOSED HEIGHT OF BUILDINGS 22'-6"
NUMBER OF ENCLOSURES / CANOPIES 1
MINIMUM CANOPY HEIGHT 15 FT (APPROX)
MAXIMUM HEIGHT OF ENCLOSURES / CANOPIES 22.5 FT (APPROX)
PRESENT ZONING CLASSIFICATION MIXED USE CORRIDOR (MU-C)
PROPOSED USE MOTOR VEHICLE FUEL DISPENSING STATION (CONDITIONAL USE) & RETAIL SALES, SMALL
2021 IBC OCCUPANCY CLASSIFICATION (ENCLOSURES) M
2021 IBC OCCUPANCY CLASSIFICATION (CANOPIES) U
2021 IBC OCCUPANCY CLASSIFICATION (MAIN BUILDING) M
CONSTRUCTION TYPE (ENCLOSURES) NON-SPRINKLERED
CONSTRUCTION TYPE (CANOPIES) NON-SPRINKLERED
CONSTRUCTION TYPE (MAIN BUILDING) NON-SPRINKLERED
TOTAL PERMITTED SIGN AREA 184.06 SQ. FT.
PROPOSED TOTAL SIGN AREA
TOTAL PERMITTED SIGN AREA (QUIKTRIP SPECIFIC) 184'6"
QUIKTRIP SINGLE TENANT SIGN AREA 47.3 SF (23.65 SF PER SIDE)
CANOPY SIGN AREA (2 @ 14 SF EA) 28 SF
QUIKTRIP BUILDING SIGNAGE (2 @ 52 SF EA) 104 SF
TOTAL SIGN AREA 179.3 SF
TOTAL PERMITTED SIGN AREA (MULTI-TENANT SIGNAGE) 400 SF
SECONDARY MULTI-TENANT HAVANA ST. 90 SF (45 SF PER SIDE)
SECONDARY MULTI-TENANT PARKER ROAD 118 SF (54 SF PER SIDE)
TOTAL MULTI-TENANT SIGNAGE 208 SF
PROPOSED NUMBER OF SIGNS 5
LOADING SPACES REQUIRED AS PER CODE 1
TOTAL NUMBER OF PROPOSED PARKING SPACES 36

PARKING SUMMARY:

BICYCLE PARKING — 2 REQ. — 2 PROVIDED

IMPROVED PORTION OF LOT 1	EXISTING	REQUIRED	PROPOSED
STANDARD CUSTOMER (3 PER 1000 GROSS FLOOR AREA):	113	16	26
STANDARD EMPLOYEE (1 PER EMPLOYEE):	N/A	6	6
ACCESSIBLE (1 PER 25 SPACES):	1	1	1
ACCESSIBLE (VAN COMPLIANT) (1 PER 6 ACCESSIBLE SPACES):	1	1	1
TOTAL:	115	24	34

AMENDMENTS

NO.	REVISION	BY	DATE	APPR.

LEGAL DESCRIPTION: LOT 1 BLOCK 1, LA BELLE SUBDIVISION, COUNTY OF ARAPAHOE, STATE OF COLORADO

THIS SITE PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF, QUIKTRIP, AS ITS INTEREST MAY APPEAR OF RECORD HAS CAUSED THESE PRESENTS TO BE EXECUTED

THIS _____ DAY OF _____ AD. _____.

BY: _____
TITLE: AUTHORIZED SIGNATORY

STATE OF _____

COUNTY OF _____

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS ____ DAY OF 20____.

_____ NOTARY SEAL
(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____

NOTARY BUSINESS ADDRESS:

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ADAMS COUNTY, COLORADO ON THIS_____ DAY OF _____, 20____A.D. AT_____O'CLOCK___M.

_____ _____
COUNTY CLERK AND RECORDER DEPUTY .

PAGE NO.: _____
RECEPTION NO.: _____

CITY OF AURORA APPROVALS

CITY ATTORNEY:

PLANNING DIRECTOR:

PLANNING COMMISSION:

CITY COUNCIL:

ATTEST:

DATABASE APPROVAL:

CONTACTS

DEVELOPER
QUIKTRIP CORPORATION
12000 WASHINGTON ST. STE 175
THORNTON, CO 80241
PHONE: (303) 248-0435
CONTACT: JESSICA GLAVAS

SURVEYOR
ALTURA LAND CONSULTANTS
6950 S. TUCSON WAY, UNIT C
CENTENNIAL, CO 80112
TEL: (720) 531-4663
CONTACT: MARTIN BRAUNS, PLS

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
6200 S SYRACUSE WAY #300
GREENWOOD VILLAGE, CO 80111
TEL: (303) 228-2327
CONTACT: SHELBY MADRID, P.E.

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
6200 S SYRACUSE WAY #300
GREENWOOD VILLAGE, CO 80111
TEL: (303) 228-2319
CONTACT: CHRIS HEPLER, PLA

811 Know what's below. Call before you dig.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
COVER SHEET

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_CV.DWG

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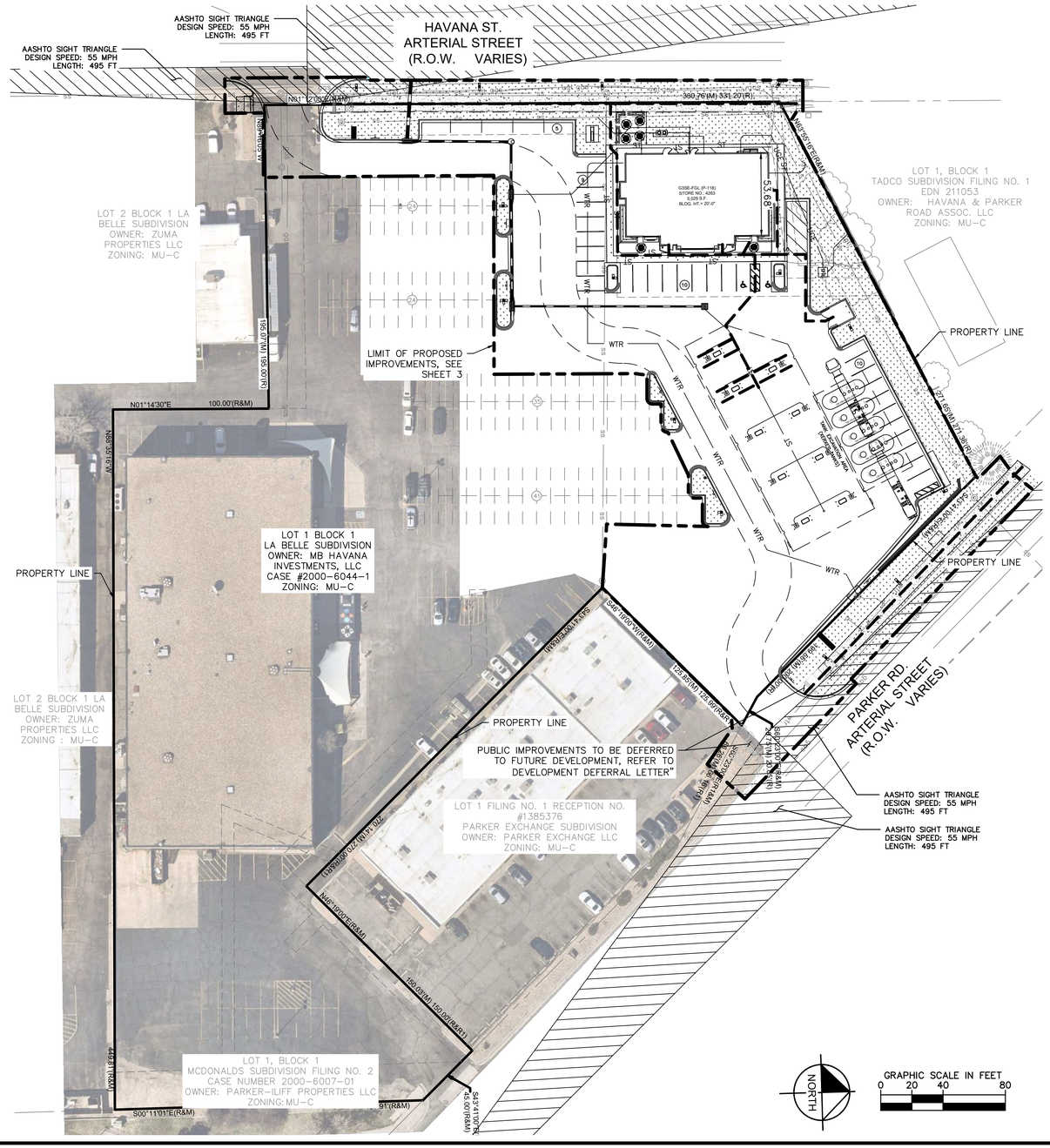
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

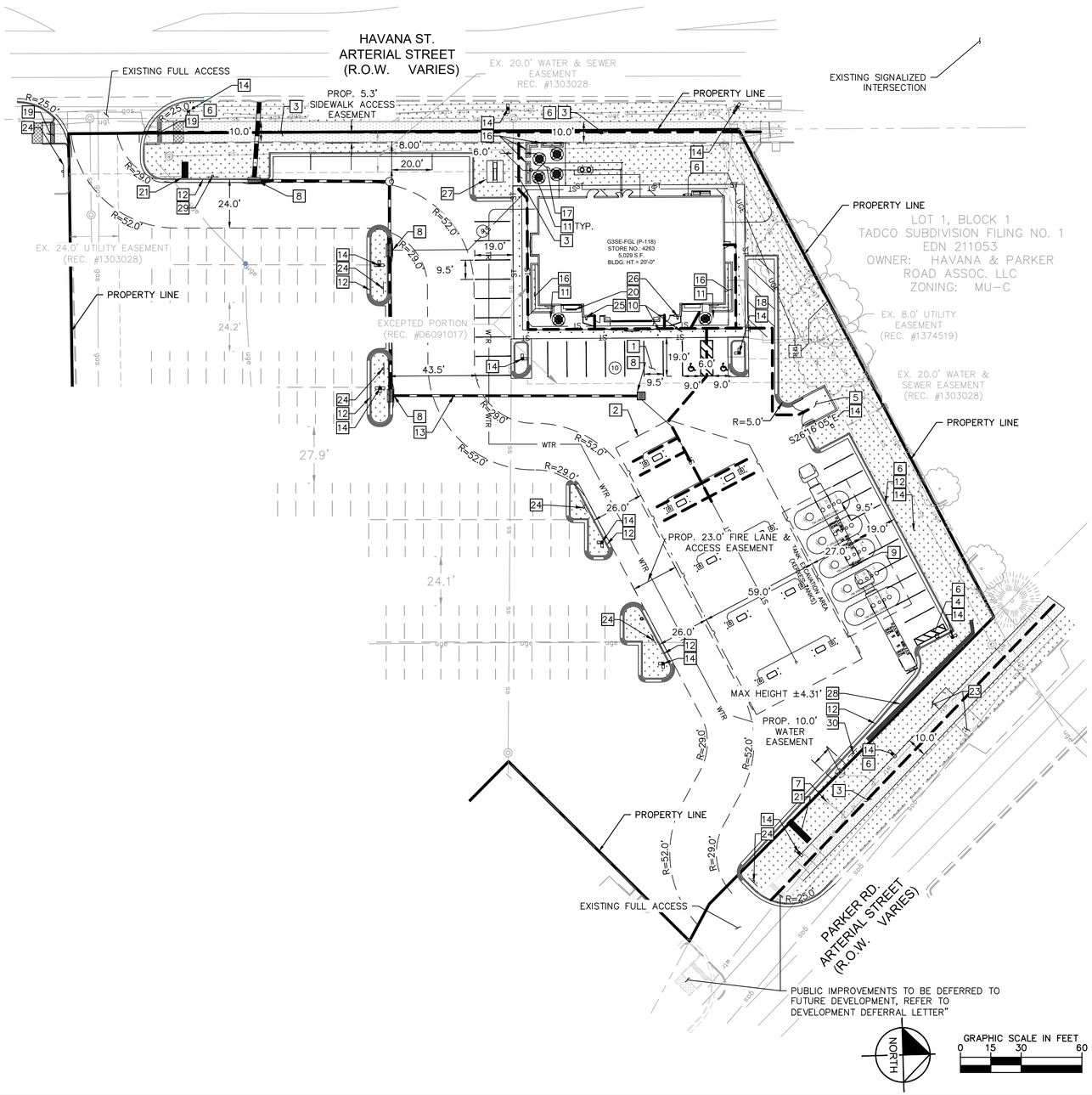
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO


AASHTO SIGHT TRIANGLE
DESIGN SPEED: 55 MPH
LENGTH: 495 FT
AASHTO SIGHT TRIANGLE
DESIGN SPEED: 55 MPH
LENGTH: 495 FT
HAVANA ST.
ARTERIAL STREET
(R.O.W. VARIES)
N01°12'06"E(R&M)
390.76'(M) 391.20'(R)
WEST 95TH AVE (R&M)
LOT 2 BLOCK 1 LA BELLE SUBDIVISION
OWNER: ZUMA PROPERTIES LLC
ZONING: MU-C
LOT 1, BLOCK 1
TADCO SUBDIVISION FILING NO. 1
EDN 211053
OWNER: HAVANA & PARKER ROAD ASSOC. LLC
ZONING: MU-C
G35E-FGL (P-118)
STORE NO.: 4263
5,029 S.F.
BLDG. HT.: 20'-0"
53.68'
WTR
LIMIT OF PROPOSED IMPROVEMENTS, SEE SHEET 3
PROPERTY LINE
195.00'(M) 195.00'(R)
N01°14'30"E
100.00'(R&M)
N01°14'30"E 195.88'(M)
LOT 1 BLOCK 1
LA BELLE SUBDIVISION
OWNER: MB HAVANA INVESTMENTS, LLC
CASE #2000-6044-1
ZONING: MU-C
PROPERTY LINE
LOT 2 BLOCK 1 LA BELLE SUBDIVISION
OWNER: ZUMA PROPERTIES LLC
ZONING : MU-C
S45°17'00"W(R&M)
195.00'(M) 195.00'(R&M)
PROPERTY LINE
PUBLIC IMPROVEMENTS TO BE DEFERRED TO FUTURE DEVELOPMENT, REFER TO DEVELOPMENT DEFERRAL LETTER"
LOT 1 FILING NO. 1 RECEPTION NO. #1385376
PARKER EXCHANGE SUBDIVISION
OWNER: PARKER EXCHANGE LLC
ZONING: MU-C
N45°17'00"W(R&M)
195.00'(M) 195.00'(R&M)
N45°16'06"E(R&M)
155.03'(M) 153.07'(R&M)
LOT 1, BLOCK 1
MCDONALDS SUBDIVISION FILING NO. 2
CASE NUMBER 2000-6007-01
OWNER: PARKER-ILIFF PROPERTIES LLC
ZONING: MU-C
449.81'(R&M)
S00°11'01"E(R&M)
S45°41'00"E
45.00'(R&M)
PROPERTY LINE
PROPERTY LINE
127.65'(M) 127.38'(R)
WTR
WTR
WTR

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ACCESSIBLE PATH
- 6" VERTICAL CURB PER COA STD DTL S7.1
- PROPOSED CONCRETE
- PROPOSED SIDEWALK
- PROPOSED LANDSCAPE
- (XX) NUMBER OF PROPOSED PARKING SPACES
- (XX) NUMBER OF EXISTING PARKING SPACES
- PROPOSED SITE LIGHTING
- EXISTING SITE LIGHTING TO REMAIN
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- EXISTING TREE TO REMAIN

GENERAL NOTES:

1. DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. SIGNS TO COMPLY WITH MUTCD LATEST EDITION, UNLESS NOTED.
3. ALL PROPOSED PARKING STALLS ARE 90 DEGREES, 9.5' WIDE AND 18' LONG UNLESS OTHERWISE NOTED.
4. ALL ABOVE GRADE UTILITY BOXES SHALL BE PER THE UTILITY PROVIDER.
5. LANDSCAPING SHALL BE PROVIDED PER THE LANDSCAPE PLAN.
6. REFER TO LIGHTING AND PHOTOMETRIC PLANS FOR SITE LIGHT DETAILS
7. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

SITE PLAN NOTES:

1. VAN ACCESSIBLE PARKING
2. FUEL CANOPY
3. PROPOSED SIDEWALK, WIDTH PER PLAN
4. AIR STATION (REFER TO SHEET 12)
5. TRASH ENCLOSURE
6. LANDSCAPE AREA (REFER TO LANDSCAPE PLANS)
7. EXISTING FIRE HYDRANT ASSEMBLY
8. STORM INLET (REFER TO GRADING PLAN)
9. UNDERGROUND FUEL TANKS (5-15,000 GAL)
10. ADA PARKING SIGNAGE (REFER TO SHEET 12)
11. OUTDOOR SEATING (REFER TO SHEET 12)
12. CONCRETE CURB & GUTTER
13. STORM SEWER MANHOLE
14. SITE LIGHT
15. EXISTING MULTI-TENANT SIGNAGE TO REMAIN, TYPE PER PLAN
16. LANDSCAPE PLANTER (TYP.) (REFER TO LANDSCAPE PLANS)
17. 431 SF PATIO AREA W/ PATTERNED CONCRETE
18. 16' X 40' LOADING SPACE
19. PROPOSED ACCESSIBLE RAMP
20. BIKE RACK (REFER TO SHEET 13)
21. RELOCATED MULTI-TENANT MONUMENT SIGN (REFER TO SIGNAGE PLAN)
22. NOT USED
23. RELOCATED BUS STOP PAD AND LOADING AREA
24. PROPOSED "NO PARKING" FIRE LANE SIGNAGE (REFER TO SHEET 12)
25. EMERGENCY FUEL SHUTOFF SWITCH (REFER TO SHEET 13)
26. KNOX BOX
27. PROPOSED SINGLE TENANT MONUMENT SIGN
28. PROPOSED WALL (REFER TO SHEET 5)
29. PROPOSED "FIRE LANE CONNECTS TO HAVANA" SIGNAGE (REFER TO SHEET 12)
30. PROPOSED "FIRE LANE CONNECTS TO PARKER" SIGNAGE (REFER TO SHEET 12)

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
DETAILED SITE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
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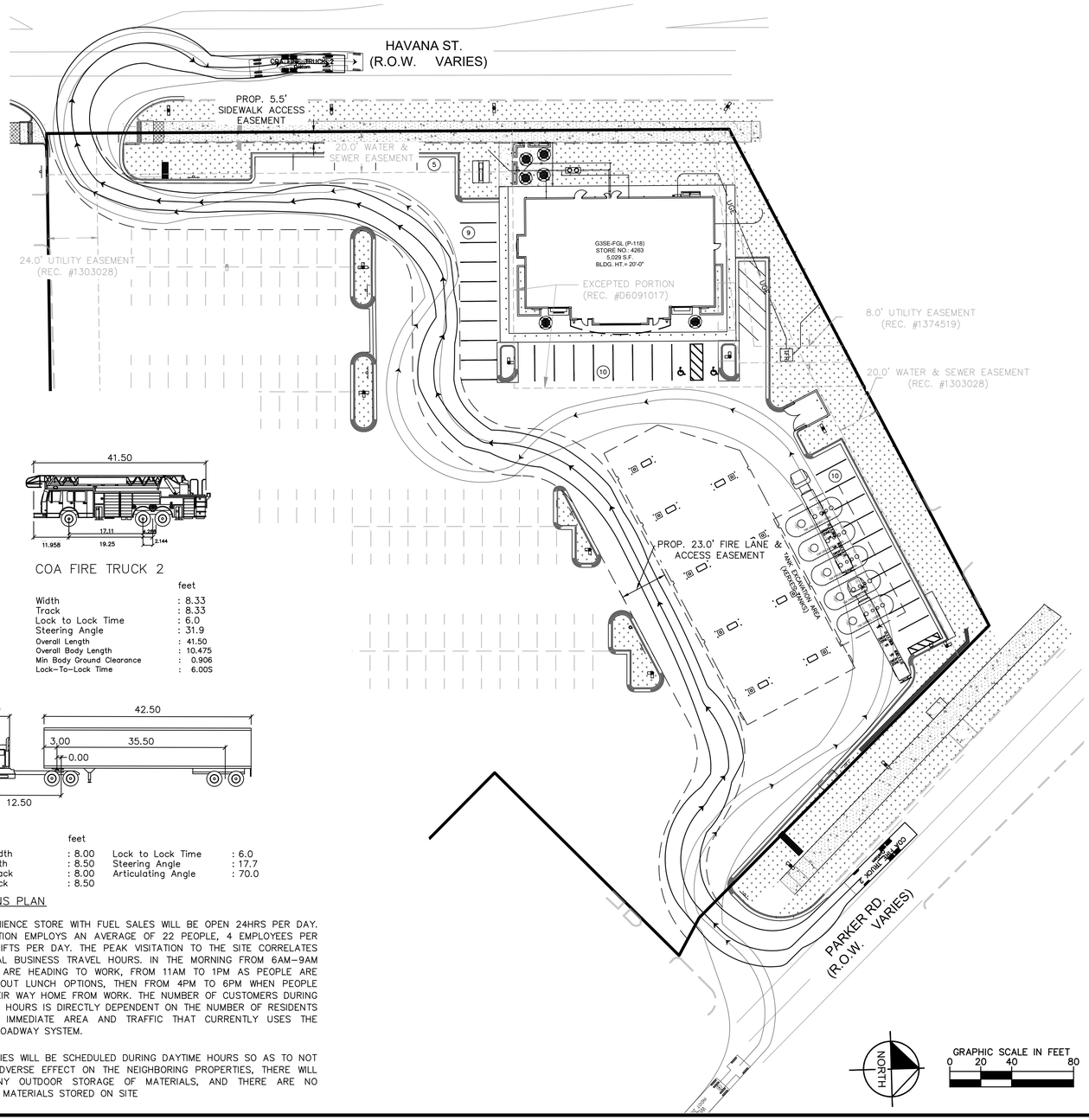
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



COA FIRE TRUCK 2

	feet
Width	: 8.33
Track	: 8.33
Lock to Lock Time	: 6.0
Steering Angle	: 31.9
Overall Length	: 41.50
Overall Body Length	: 10.475
Min Body Ground Clearance	: 0.906
Lock-To-Lock Time	: 6.00S

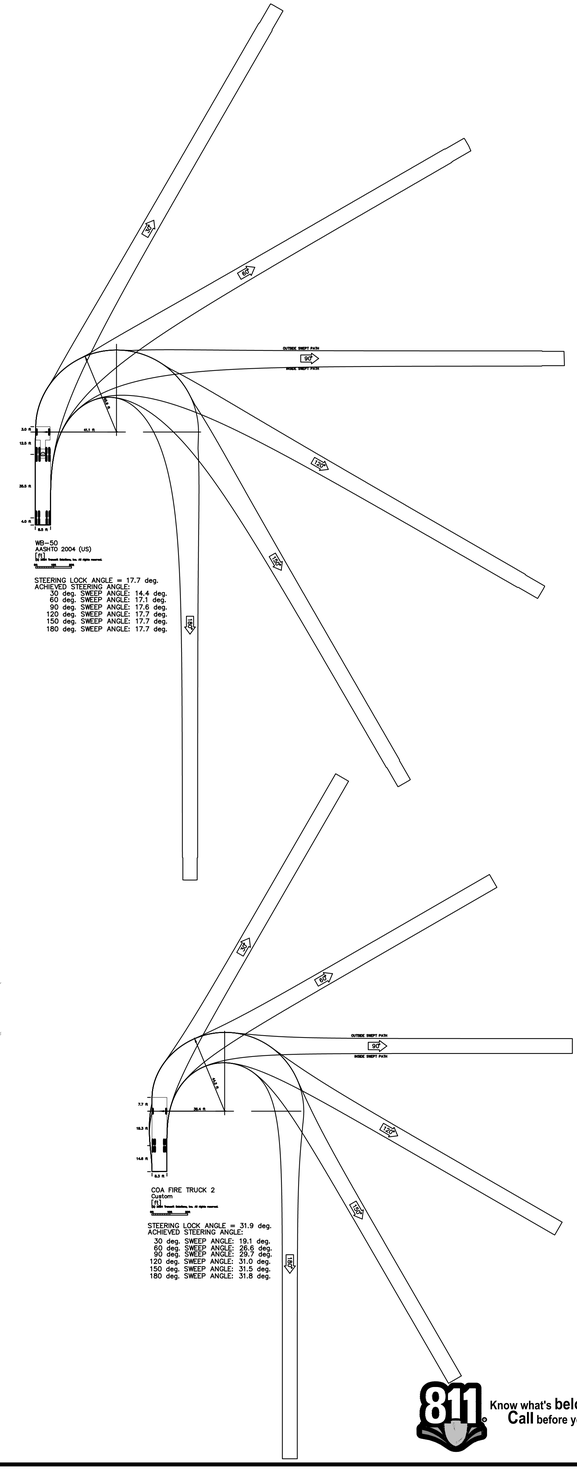
WB-50

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.7
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		

OPERATIONS PLAN

THE CONVENIENCE STORE WITH FUEL SALES WILL BE OPEN 24HRS PER DAY. EACH LOCATION EMPLOYS AN AVERAGE OF 22 PEOPLE, 4 EMPLOYEES PER SHIFT, 3 SHIFTS PER DAY. THE PEAK VISITATION TO THE SITE CORRELATES WITH NORMAL BUSINESS TRAVEL HOURS. IN THE MORNING FROM 6AM-9AM AS PEOPLE ARE HEADING TO WORK, FROM 11AM TO 1PM AS PEOPLE ARE SEARCHING OUT LUNCH OPTIONS, THEN FROM 4PM TO 6PM WHEN PEOPLE ARE ON THEIR WAY HOME FROM WORK. THE NUMBER OF CUSTOMERS DURING THESE PEAK HOURS IS DIRECTLY DEPENDENT ON THE NUMBER OF RESIDENTS WITHIN THE IMMEDIATE AREA AND TRAFFIC THAT CURRENTLY USES THE ADJACENT ROADWAY SYSTEM.

ALL DELIVERIES WILL BE SCHEDULED DURING DAYTIME HOURS SO AS TO NOT HAVE AN ADVERSE EFFECT ON THE NEIGHBORING PROPERTIES, THERE WILL NOT BE ANY OUTDOOR STORAGE OF MATERIALS, AND THERE ARE NO HAZARDOUS MATERIALS STORED ON SITE



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6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
OPERATIONS PLAN

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
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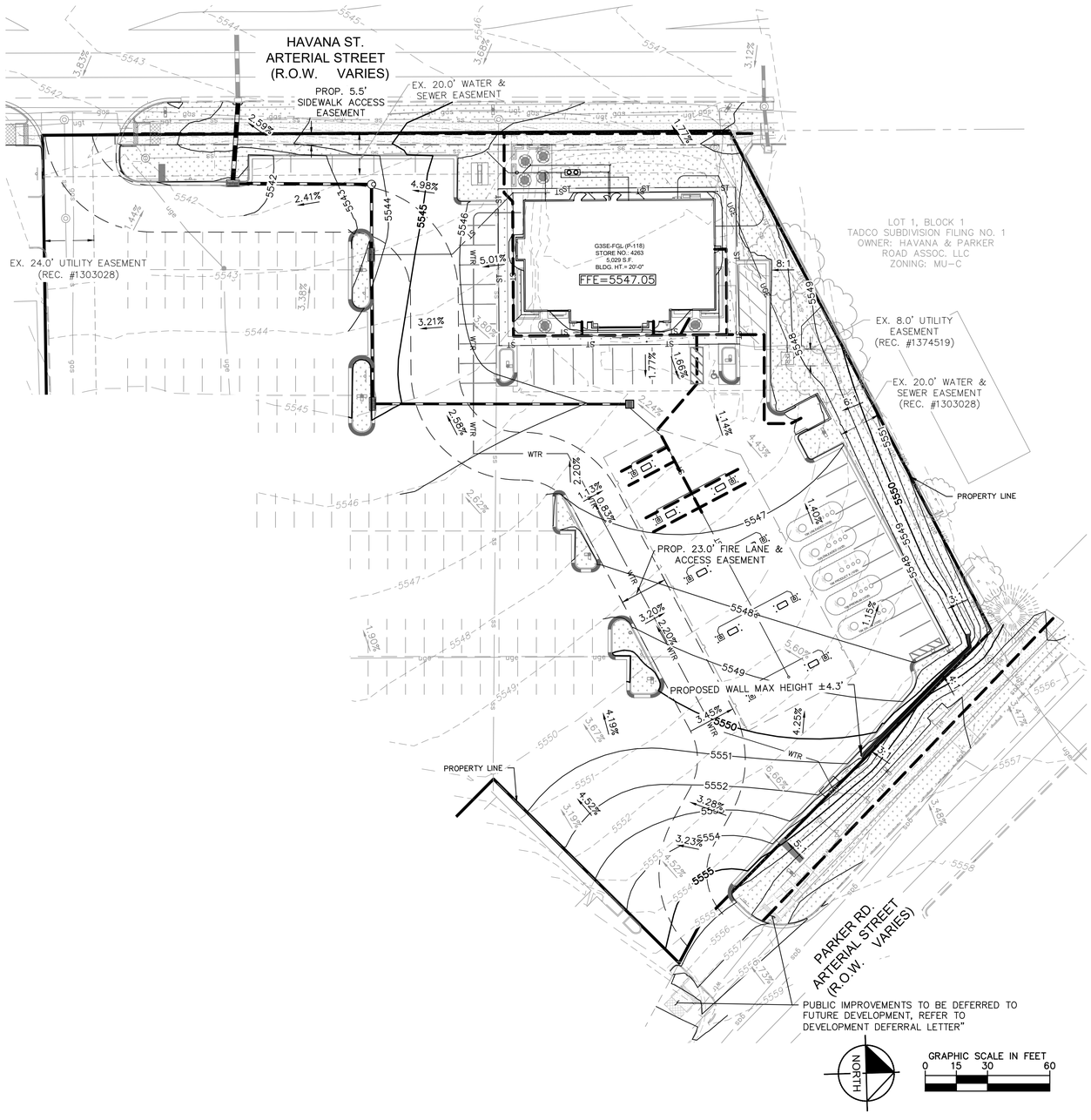
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED CURB & GUTTER
- ACCESSIBLE PATH
- 5499 PROPOSED CONTOUR
- 5499 EXISTING CONTOUR
- WTR PROPOSED WATER LINE
- SS PROPOSED SANITARY SEWER
- ST PROPOSED STORM LINE
- PROPOSED STORM
- X.XX% PROPOSED FLOW PATH
- X.XX% EXISTING FLOW PATH
- PROPOSED INLET
- PROPOSED MANHOLE

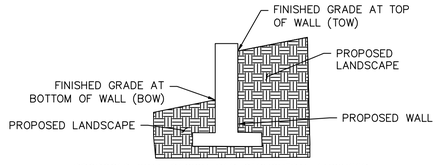
GENERAL NOTES:

1. MINIMUM SLOPE ON UNPAVED AREAS IS 2% MINIMUM SLOPE ON ASPHALT IS 1% AND MINIMUM SLOPE ON CONCRETE IS 0.5%.
2. THE MAXIMUM SLOPE WITHIN ROW IS 4:1, THE MAXIMUM SLOPE FOR PROPERTY OUTSIDE OF THE ROW IS 3:1.
3. THE SLOPE AWAY FROM THE BUILDING IN NON-PAVED AREAS SHALL HAVE A MINIMUM GRADE OF FIVE (5) PERCENT FOR THE FIRST TEN FEET OR TO THE PROPERTY LINE, WHICHEVER OCCURS FIRST, THEN A MINIMUM OF ONE & ONE HALF (1.50) PERCENT UNTIL THE SLOPE REACHES THE SWALE AROUND THE BUILDING. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT THE TEN FEET OF HORIZONTAL DISTANCE, A FIVE (5) PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING STORM RUNOFF AWAY FROM THE FOUNDATION. IMPERVIOUS SURFACES WITHIN TEN FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2) PERCENT AWAY FROM THE BUILDING.
4. THE MAXIMUM PERMISSIBLE LONGITUDINAL GRADE FOR FIRE LANES IS 10%. THE MAXIMUM TRANSVERSE GRADE FOR A FIRE LANE IS FOUR (4) PERCENT WITH A RESULTANT MAXIMUM SLOPE OF TEN PERCENT.
5. THE RESULTANT GRADE IN ANY DIRECTION WITHIN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED TWO PERCENT.
6. THE MAXIMUM CROSS SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED TWO PERCENT. THE MAXIMUM LONGITUDINAL SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED FIVE PERCENT.
7. DETAILED LAYOUT AND DESIGN FOR PROPOSED CURB RAMPS WITHIN RIGHT OF WAY OR ALONG AN ACCESSIBLE ROUTE WILL BE COMPLETED WITH THE CIVIL PLANS.

UNADJUSTED EARTHWORK

CUT: 3,0484 CY
FILL: 1,352 CY
NET: 1,692 CY (CUT)

NOTE: EARTHWORK QUANTITIES ARE BASED ON THE PROPOSED FINISHED GRADE AND DO NOT ACCOUNT FOR SHRINK, SWELL, PAVEMENT SECTIONS OR OVER EXCAVATION.



TYPICAL WALL SECTION

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Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
GRADING PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
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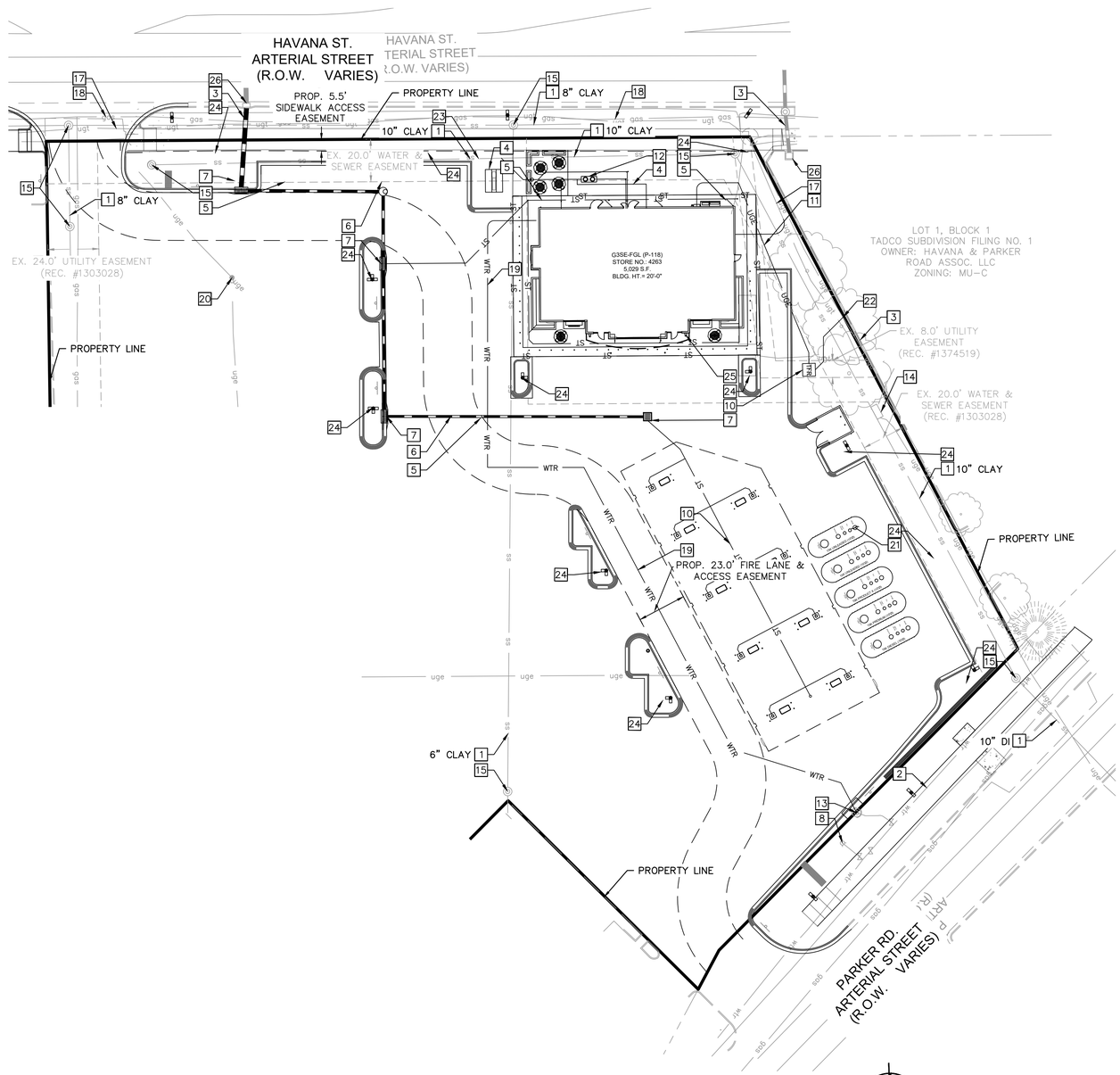
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- WTR — PROPOSED WATER LINE
- SS — PROPOSED SANITARY SEWER LINE
- ST — PROPOSED STORM
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- ss — EXISTING SANITARY SEWER
- gas — EXISTING GAS LINE
- ugt — EXISTING COMMUNICATION LINE
- PROPOSED SITE LIGHTING
- EXISTING SITE LIGHTING TO REMAIN
- PROPOSED STORM INLET
- PROPOSED MANHOLE
- TFR — PROPOSED TRANSFORMER

SITE PLAN NOTES:

1. EXISTING SANITARY SEWER LINE, KNOWN INFORMATION PROVIDED ON PLAN
2. EXISTING WATER MAIN
3. EXISTING STORM SEWER
4. PROPOSED SANITARY SEWER SERVICE LINE
5. PROPOSED STORM LINE
6. PROPOSED STORM SEWER MANHOLE
7. PROPOSED STORM INLET
8. EXISTING FIRE HYDRANT TO REMAIN
9. NOT USED
10. RELOCATED TRANSFORMER
11. PROPOSED ELECTRIC CONDUIT LINE
12. PROPOSED GREASE TRAP
13. PROPOSED 1.5-INCH WATER METER (IN EXISTING METER LOCATION)
14. EXISTING ELECTRICAL EQUIPMENT
15. EXISTING SANITARY SEWER MANHOLE TO REMAIN
16. NOT USED
17. EXISTING UNDERGROUND COMMUNICATION LINE
18. EXISTING GAS LINE
19. PROPOSED DOMESTIC WATER SERVICE
20. EXISTING SITE LIGHTING
21. PROPOSED BELOW GRADE FUEL TANKS
22. CONNECTION TO EXISTING ELECTRIC LINE
23. CONNECTION TO EXISTING SANITARY SEWER LINE
24. PROPOSED SITE LIGHTING
25. PROPOSED EMERGENCY FUEL SHUTOFF SWITCH
26. EXISTING STORM INLET

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Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

LANDSCAPE CODE REQUIREMENTS:

ZONE: MU-C MIXED USE CORRIDOR DISTRICT
HAVANA OVERLAY DISTRICT CONDITION 1
LOT SIZE: 1.288 AC (55,757 SF)
LANDSCAPE AREA: 0.401 AC (17,468 SF)

	WIDTH	LENGTH	REQUIRED	PROVIDED
PARKING LOT PERIMETER SCREENING:				
3'-4' DOUBLE ROW OF SHRUBS 3' O.C. >50% DECIDUOUS FLOWERING SHRUBS	-	-	DOUBLE ROW SHRUBS	DOUBLE ROW SHRUBS
PARKING LOT ISLAND LANDSCAPE:				
1 TREE AND 6 SHRUBS PER 9'X19' ISLAND	5 ISLANDS	-	5 TREES AND 30 SHRUBS	5 TREES* AND 34 SHRUBS
2 TREES AND 12 SHRUBS PER 9'X38' ISLAND	4 ISLANDS	-	8 TREES AND 48 SHRUBS	8 TREES AND 74 SHRUBS
* TREE SUBSTITUTED AT A RATE OF 10 FIVE GAL SHRUBS PER TREE				
CURBSIDE LANDSCAPING / TREE LAWN ONE TREE PER 40 LF ONE SHRUB PER 40 SF				
PARKER RD.				
TREES	10'	179 LF	4 TREES	4 TREES
SHRUBS	1,858 SF	-	47 SHRUBS	50 SHRUBS
HAVANA ST.				
TREES	10'	277 LF	7 TREES	70 T.E.*
SHRUBS	2,984 SF	-	75 SHRUBS	80 SHRUBS
* TREES SUBSTITUTED AT A RATE OF 10 FIVE GAL SHRUBS PER TREE				
BUILDING PERIMETER LANDSCAPING 1 TREE EQUIVALENT (T.E.) PER 40 LF				
NORTH	-	54'	1.4 T.E.	1.4 T.E.
SOUTH	-	54'	1.4 T.E.	1.4 T.E.
EAST	-	92'	2.3 T.E.	2.4 T.E.
WEST	-	92'	2.3 T.E.	2.3 T.E.
TRASH AREA SCREENING				
EVERGREEN PLANTINGS AROUND WALL	-	-	EVERGREEN ROW	EVERGREEN ROW

HAVANA OVERLAY DISTRICT STREET PERIMETER BUFFER LANDSCAPING
TWO TREE EQUIVALENTS (T.E.) PER 40 LF OF FRONTAGE

	AMOUNT	BUFFER REQUIRED	BUFFER PROVIDED	PLANTING REQUIRED	PLANTING PROVIDED
WEST - HAVANA ST.	330 LF	9' WIDTH	5' WIDTH*	16.5 T.E.	18.8 T.E.
EAST - PARKER RD.	220 LF	9' WIDTH	16.5' WIDTH	11 T.E.	14.8 T.E.
NON-STREET BUFFER LANDSCAPING ONE TREE AND FIVE SHRUBS PER 40 LF					
NORTH	272 LF	10' WIDTH	10' - 21' WIDTH	7 TREES & 34 SHRUBS	7 EVRGRN TREES & 56 SHRUBS

*DOUBLE ROW OF SHRUBS PROVIDED BECAUSE BUFFER DEPTH REDUCED TO 5' (TABLE 4.7-2)

LANDSCAPE NOTES

1. ALL UTILITY EASEMENT SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT ENTRY.
2. FOUR CUBIC YARDS OF ORGANIC MATERIAL PER 1,000 SF OF LANDSCAPE AREA IS REQUIRED FOR SOIL AMENDMENT.
3. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY.
4. ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON-IRRIGATED NATIVE, RESTORATIVE, AND DRYLAND GRASS AREAS, MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION, AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
5. THE PROPOSED FREE STANDING LIGHTS ARE THE EVOLVE-LED SCALABLE AREA LIGHT (EASC SERIES). THE EVOLVE-EASC IS AN LED SQUARE FIXTURE MOUNTED TO A SQUARE POLE AT 25'. TYPE 4 LIGHTING DISTRIBUTION IS PROPOSED THROUGHOUT THE PROPERTY AREA, WHILE TYPE 3 LIGHTING DISTRIBUTION IS PROPOSED AT THE PERIMETER OF THE PROPERTY. LIGHTING DISTRIBUTION SHIELDS ARE USED AT SPECIFIC POLE LOCATIONS TO INHIBIT LIGHTING SPILL-OVER TO ADJACENT PROPERTIES
6. SIDEWALKS WILL BE A CONCRETE SLAB. VEHICULAR DRIVES AND PARKING LOTS WILL BE ASPHALT.
7. ALL PLANTING BEDS TO HAVE 3/4 " THICK RIVER ROCK MULCH PLACED AT A DEPTH OF 3", INCLUDING AROUND TREES AND SHRUBS
8. ALL PROPOSED LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE IN COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10

FIRE SAFETY LANDSCAPE NOTES

1. LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS, FIRE DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCERNIBLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS.
2. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
3. LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN CANNOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).

WATER USAGE TABLE

WATER USAGE	SQUARE FOOTAGE	% OF TOTAL LA AREA
LOW	5,634 SF	29%
MEDIUM	13,651 SF	71%
HIGH	0 SF	0%

NATIVE SEED MIX
SEEDING RATE: 15 PLS/ACRE

COMMON NAME	PERCENTAGE
WESTERN WHEATGRASS	20%
SLENDER WHEATGRASS	20%
BLUE GRAMA	15%
BUFFALOGRASS	15%
SODAR STREAMBANK WHEATGRASS	15%
SHERMAN BIG BLUEGRASS	10%
CANADA WILDRYE	5%
TOTALS	100%

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE SCHEDULES

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SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

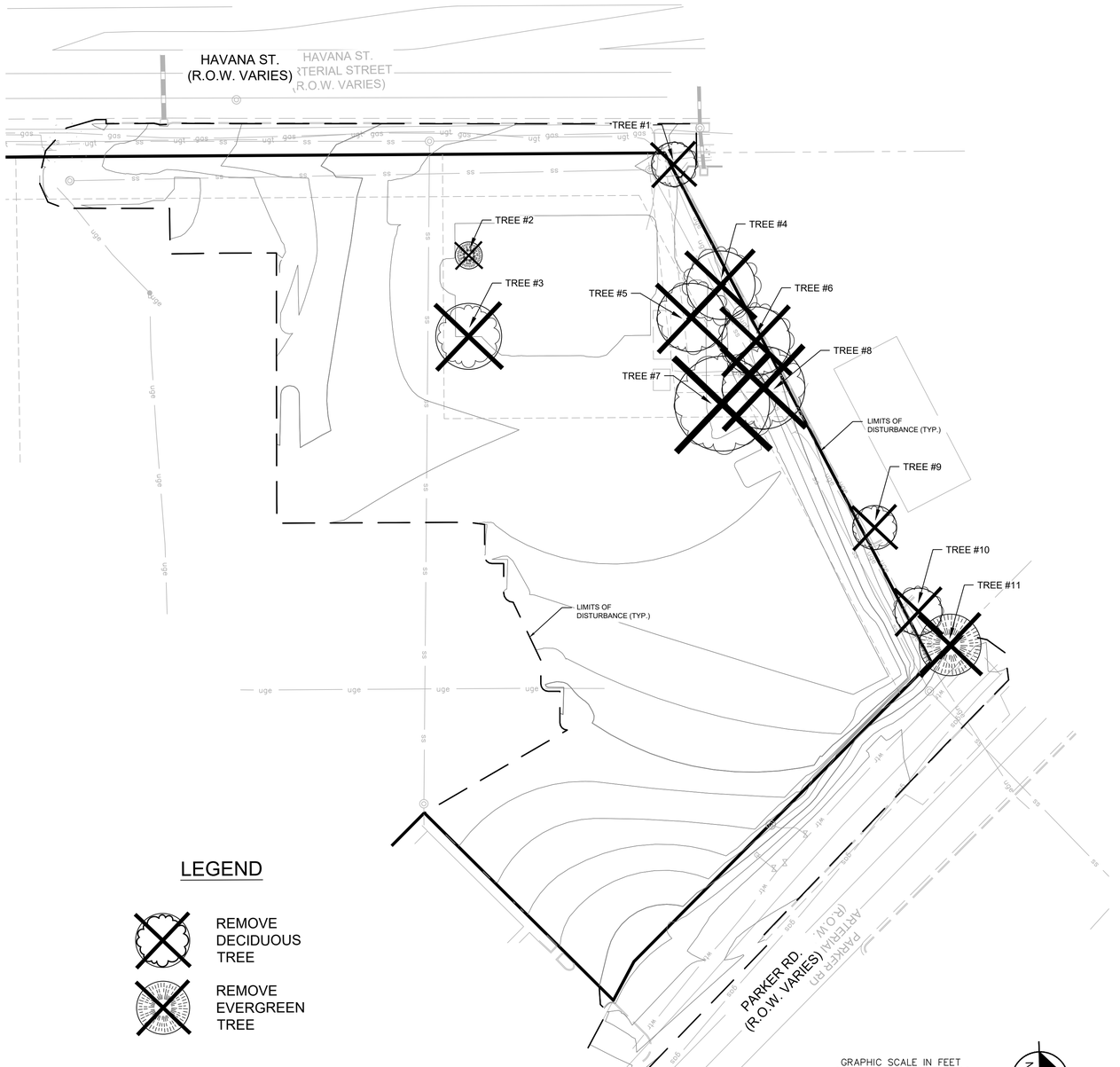
TREE OBSERVATIONS

TREE #	SPECIES	DIAMETER	MITIGATION VALUE	COMMENTS
1	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
2	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
3	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
4	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
5	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
6	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
7	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
8	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
9	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
10	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
11	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
		TOTAL :	$$$	

TREE PROTECTION NOTES

1. *PRIOR TO THE BEGINNING OF CONSTRUCTION, ESTABLISH THE TREE PROTECTION ZONE BY INSTALLING TREE PROTECTION FENCING AROUND ALL EXISTING TREES TO REMAIN. LOCATE FENCING AT THE OUTSIDE OF THE DRIP LINE OF THE TREES OR AT A DISTANCE FROM THE TREE TRUNK OF ONE(1) FOOT OF RADIUS FOR EVERY INCH OF TRUNK DIAMETER, WHICHEVER IS GREATER. FOR GROUPS OF TREES, THE MINIMUM DISTANCE BETWEEN THE TREE TRUNK AND THE FENCING SHALL BE ONE(1) FOOT FOR EACH INCH OF TRUNK DIAMETER. FOLLOWING INSTALLATION OF FENCING, REQUEST INSPECTION BY THE CITY OF AURORA PARKS & FORESTRY DIVISION (303-739-7177) OR AUTHORIZED DESIGNEE.*
2. *TREE PROTECTION FENCING SHALL BE 4' HEIGHT, ORANGE MESH FENCING ATTACHED TO "T" POSTS. FENCING SHALL BE INSPECTED AND MAINTAINED DAILY.*
3. *CONTRACTORS SHALL BE RESPONSIBLE FOR ALL OF THEIR WORKERS, SUBCONTRACTORS AND SUPPLIERS UNDER THIS REQUIREMENT. WITHIN THE TREE PROTECTION ZONE, THE FOLLOWING CONSTRUCTION ACTIVITIES SHALL NOT BE ALLOWED EXCEPT AS NECESSARY TO EXECUTE DETAILS TP-2.0, 2.1, 3.1 & 3.2:*
   - *A. EQUIPMENT USE AND STORAGE*
   - *B. MATERIAL DELIVERY OR STORAGE*
   - *C. VEHICLE TRAFFIC, PARKING, USE OR STORAGE*
   - *D. SPREADING, EXCAVATING, COMPACTING OR STOCKPILING OF SOIL*
   - *E. CONCRETE WASH-OUT AREAS AND RUN-OFF FROM CONCRETE WASH-OUT AREAS*
   - *F. FOOT TRAFFIC*
   - *G. RUN-OFF CONTAINING HARMFUL LIQUIDS SUCH AS OIL, GAS, PAINT, SOLVENTS, FERTILIZER, ASPHALT, MORTAR, TAR OR SIMILAR MATERIALS*
4. *VIOLATION OF THE TREE PROTECTION ZONE SHALL RESULT IN A FINE OF $500 PER INCIDENCE AND MAY BE INCREASED BASED ON THE PERCENTAGE OF THE ZONE AFFECTED MULTIPLIED BY THE FULL VALUE OF THE TREE (OR TREES) ESTABLISHED PRIOR TO CONSTRUCTION. IF MORE THAN 30% OF THE TREE PROTECTION ZONE IS DAMAGED, THE FINE SHALL BE THE FULL VALUE OF THE ADJACENT TREE (OR TREES). FOR THE PURPOSE OF THESE REQUIREMENTS, CONSTRUCTION FENCING (LOCATED AT THE LIMITS OF CONSTRUCTION) SHALL BE TREATED AS TREE PROTECTION FENCING AND SHALL ESTABLISH A TREE PROTECTION ZONE FOR NEARBY TREES.*
5. *DAMAGE TO THE MAIN TRUNKS OF TREES IS PROHIBITED. DAMAGE NOT PREVIOUSLY DOCUMENTED SHALL RESULT IN A FINE BASED ON THE PERCENTAGE OF THE CIRCUMFERENCE AFFECTED. DAMAGE GREATER THAN 30% OF THE CIRCUMFERENCE OR AFFECTING THE STRUCTURAL INTEGRITY OF THE TREE WILL RESULT IN A FINE EQUAL TO THE FULL VALUE OF THE TREE.*
6. *LIMB REMOVAL IS PROHIBITED, UNLESS APPROVED PRIOR TO CONSTRUCTION OR AS AUTHORIZED BY THE CITY OF AURORA PARKS & FORESTRY DIVISION. LIMB REMOVAL, IF APPROVED, SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. DAMAGED BRANCHES SHALL BE PRUNED WITHIN 10 DAYS OF THE OCCURRENCE UTILIZING ANSI A300 STANDARDS. UNAUTHORIZED LIMB DAMAGE OR REMOVAL CAN RESULT IN A FINE OF $500 PER BRANCH AS MAY BE DETERMINED BY THE CONSTRUCTION MANAGER OR HIS FORESTRY CONSULTANT. LIMB REMOVAL AND ALL OTHER APPROVED PRUNING SHALL BE PERFORMED BY A PROFESSIONAL COMPANY THAT IS LICENSED BY THE CITY OF AURORA FORESTRY DIVISION.*
7. *IF ROOTS GREATER THAN ONE(1) INCH DIAMETER REQUIRE CUTTING/REMOVAL, A CLEAN CUT SHALL BE ACCOMPLISHED USING A SHARP HAND TOOL. A MAXIMUM OF TWO(2) 3-INCH DIAMETER ROOTS PER TREE ARE PERMITTED FOR REMOVAL. THE REMOVAL OF ADDITIONAL ROOTS 3-INCHES OR GREATER IN DIAMETER REQUIRES APPROVAL OF THE CITY FORESTER OR AUTHORIZED DESIGNEE.*
8. *EXISTING TREES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE IMMEDIATELY REPAIRED AND IF DAMAGED BEYOND REPAIR, REPLACED PER THE MITIGATION SPECIFICATIONS OUTLINED IN SECTION IV, SUBSECTION A, ITEM 3 OF THE TREE PRESERVATION POLICY. THE MITIGATION PLAN FOR THESE TREES SHALL FOLLOW THAT APPROVED THROUGH THE SITE PLAN SUBMITTAL.*

AURORA	*City of Aurora* *Parks, Recreation & Open Space Dept.* *Date: October 2020*	*TREE PROTECTION NOTES*	***PROS TP-1.0***



LEGEND

REMOVE DECIDUOUS TREE

REMOVE EVERGREEN TREE

GRAPHIC SCALE IN FEET
0 15 30 60
1" = 30'

NORTH

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
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DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: CPH
DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
TREE MITIGATION PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

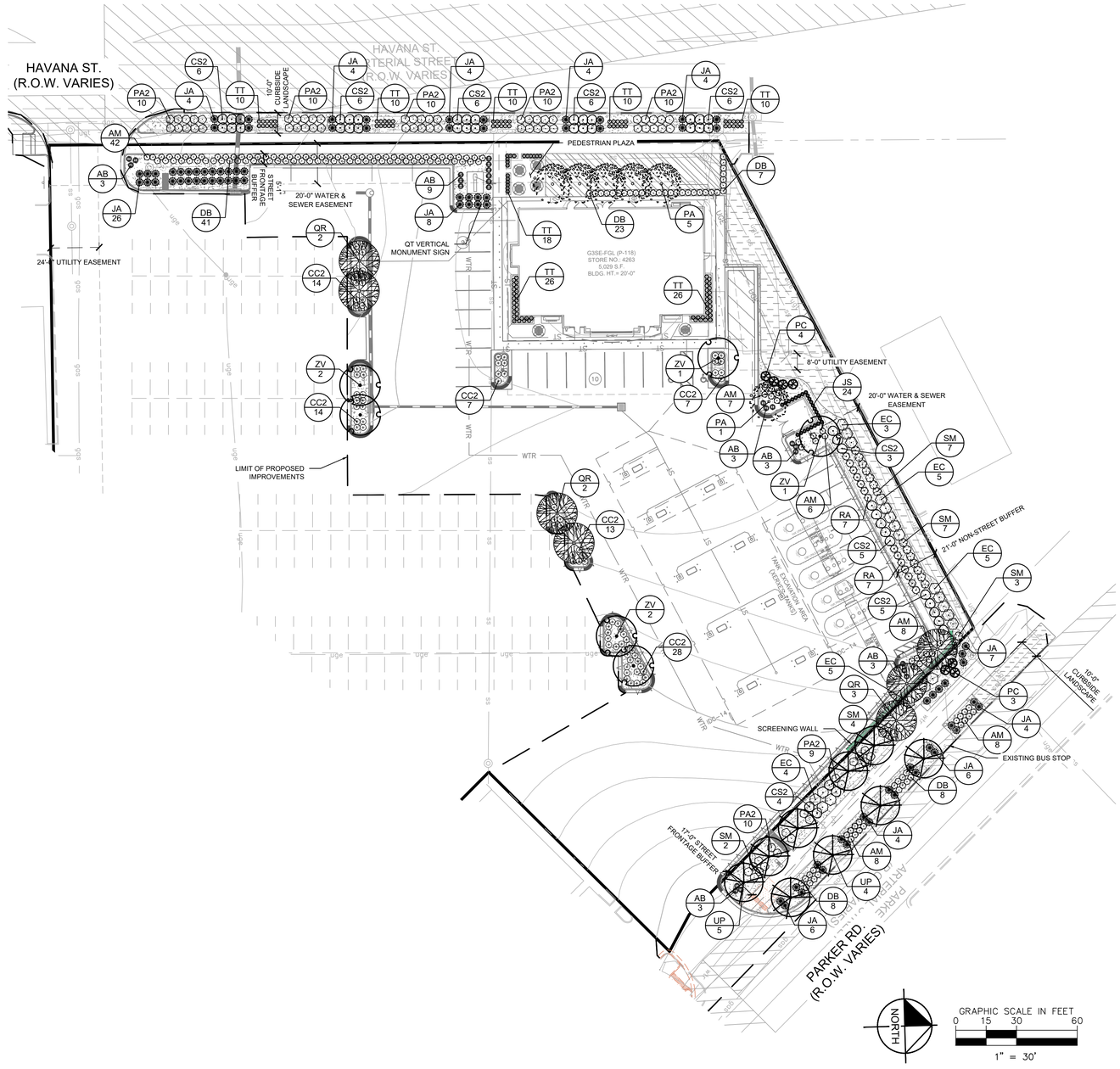
NOT FOR CONSTRUCTION

LANDSCAPE NOTES

1. *ALL PROPOSED LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE IN COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10'*

Landscape Schedule

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
TREES						
	PA	6	ARISTOCRAT CALLERY PEAR PYRUS CALLERYANA `ARISTOCRAT` TM	B & B	2" CAL MIN	8` - 10` HT. MIN.
	UP	9	LACEBARK ELM ULMUS PARVIFOLIA	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
	QR	7	NORTHERN RED OAK QUERCUS RUBRA	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
	ZV	6	VILLAGE GREEN JAPANESE ZELKOVA ZELKOVA SERRATA 'VILLAGE GREEN'	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
EVERGREEN TREES						
	PC	7	CUPRESSINA NORWAY SPRUCE PICEA ABIES 'CUPRESSINA'	B & B		6` HT MIN
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SPACING	SIZE
DECIDUOUS SHRUBS						
	RA	14	ALPINE CURRANT RIBES ALPINUM	5 GAL	SEE PLAN	18" HT MIN
	CC2	83	BLUE MIST SPIREA "DARK KNIGHT" CARYOPTERIS CLANDONENSIS	5 GAL	SEE PLAN	18" FULL
	EC	22	COMPACT BURNING BUSH EUONYMUS ALATUS 'COMPACTUS'	5 GAL	SEE PLAN	24" FULL
	SM	23	DWARF KOREAN LILAC SYRINGA MEYERI 'PALIBIN'	5 GAL	SEE PLAN	24" FULL
	PA2	69	RUSSIAN SAGE PEROVSKIA ATRIPLICIFOLIA	5 GAL	SEE PLAN	18" HT MIN
EVERGREEN SHRUBS						
	JA	81	ARCADIA JUNIPER JUNIPERUS SABINA 'ARCADIA'	5 GAL	SEE PLAN	24" SPRD. MIN.
	DB	87	BRIGGS MOONLIGHT DAPHNE DAPHNE X BURKWOODII 'BRIGGS MOONLIGHT'	5 GAL	SEE PLAN	
	AM	79	MANZANITA 'PANCHITO' ARCTOSTAPHYLOS MANZANITA	5 GAL	SEE PLAN	18" FULL
	JS	24	SKYROCKET JUNIPER JUNIPERUS SCOPULORUM 'SKYROCKET'	5 GAL	SEE PLAN	36" HT MIN
	CS2	47	SPANISH GOLD BROOM CYTISUS PURGANS `SPANISH GOLD`	5 GAL	SEE PLAN	36" FULL
	TT	120	TATER TOT ARBORVITAE THUJA OCCIDENTALIS 'TATER TOT'	5 GAL	SEE PLAN	
ORNAMENTAL GRASSES						
	AB	24	BLUE AVENA HELICTOTRICHON SEMPERVIRENS	1 GAL	SEE PLAN	12" HT MIN
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE	SPACING
GROUND COVERS						
	R	13,651 SF	2"-3" ROCK COBBLE MULCH RIVER ROCK MULCH	-	ROCK	-
	BD2	1,611 SF	BUFFALO GRASS SEED BOUTELOUA DACTYLOIDES	SEED		
	NS	4,023 SF	LOWLAND SEED NATIVE SHORTGRASS SEED MIX	SEED	-	-



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DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: CPH
DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

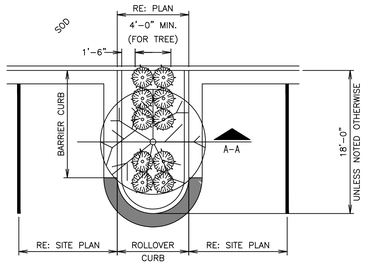
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

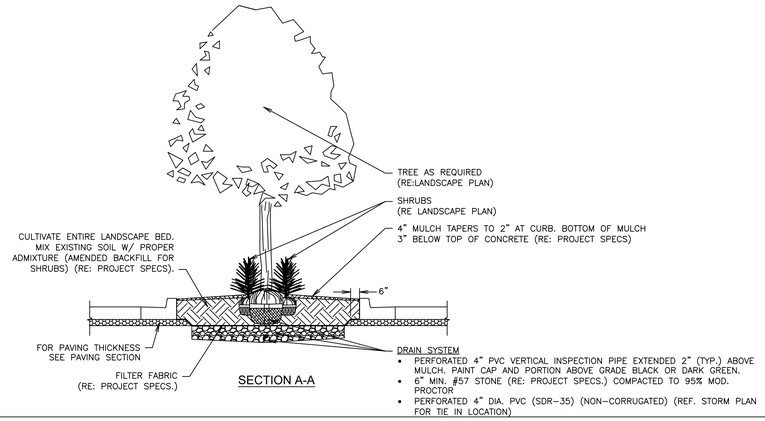
RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED

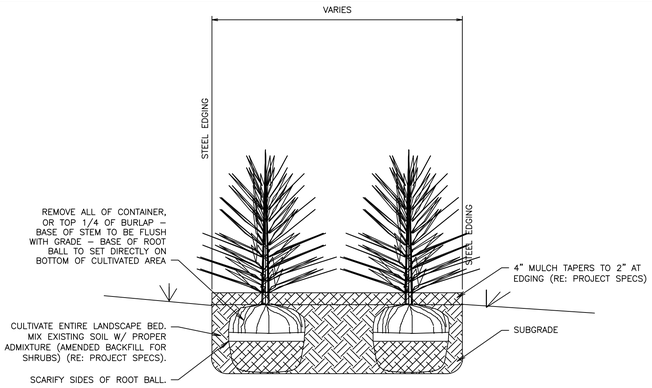


PLAN

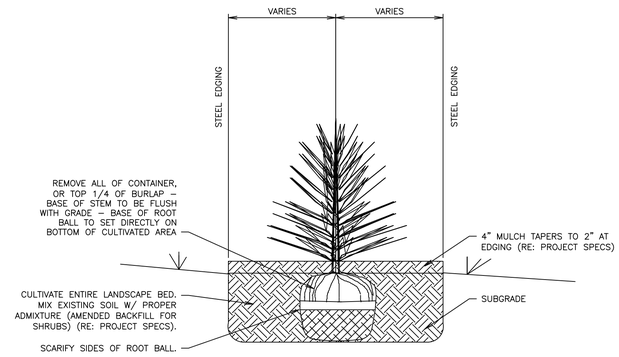


SECTION A-A

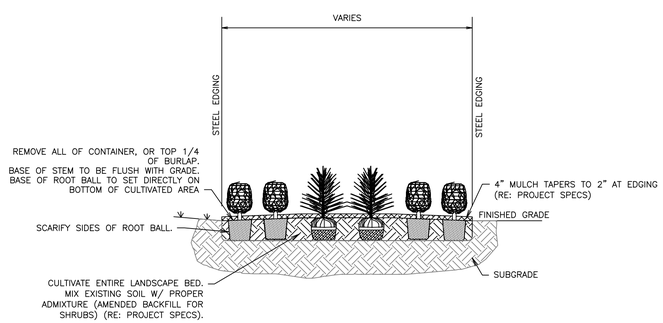
L1	PARKING ISLAND W/ SHRUBS & TREE LANDSCAPE DETAIL (ADJACENT TO CURB & GUTTER)
NTS	SN: LD012A011



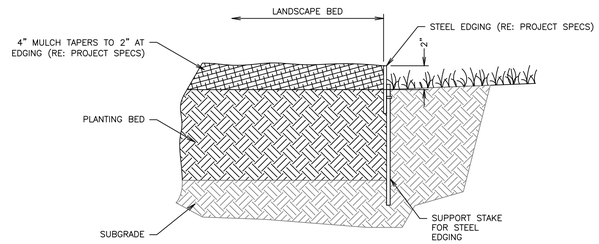
A11	SHRUB SCREENING SECTION B-B
NTS	SN: LD005A004



F1	SINGLE SHRUB SCREENING SECTION B-B
NTS	SN: LD026A001



F6	SHRUB PLANTING SECTION A-A
NTS	SN: LD003A005



F11	LANDSCAPE STEEL EDGING DETAIL
NTS	SN: LD006A004

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PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE DETAILS

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

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COUNTY OF ARAPAHOE, STATE OF COLORADO

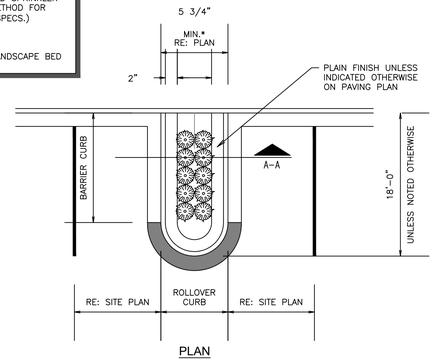
NOT FOR CONSTRUCTION

RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

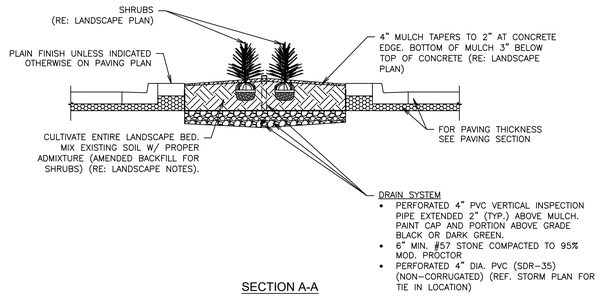
LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

*FOR DOUBLE ROW SHRUBS

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED



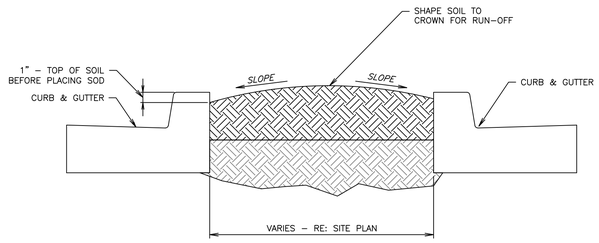
PLAN



SECTION A-A

F1	PARKING ISLAND W/ SHRUBS LANDSCAPE DETAIL (ADJACENT TO CURB & GUTTER)
NTS	SN: LD010A012

NOTE: SLOPE ON LAWN AREAS NOT TO EXCEED 3:1 UNLESS NOTED OTHERWISE (RE: GRADING PLAN)

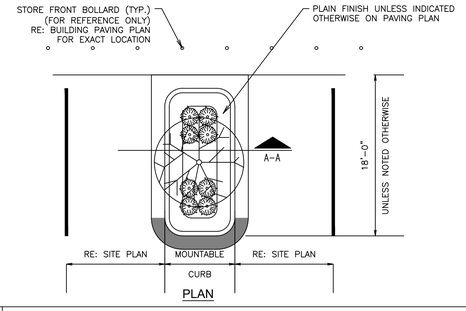


	TYPICAL LAWN SECTION
NTS	SN: LD007A002

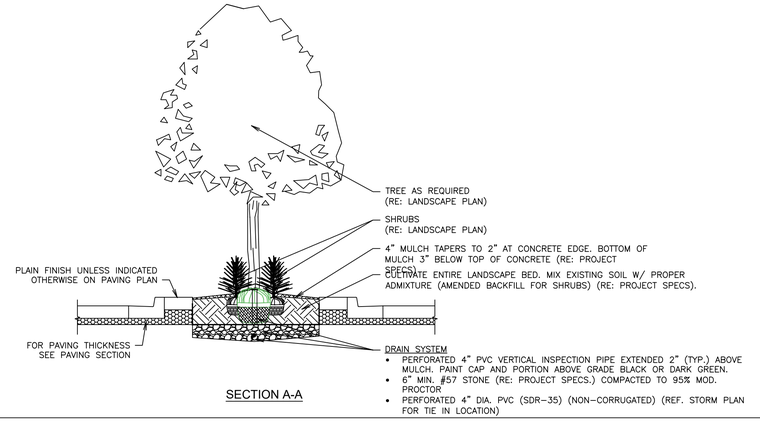
RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED



PLAN

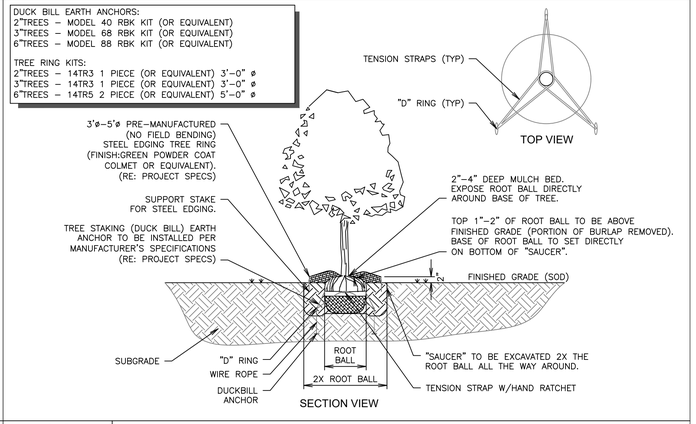


SECTION A-A

	PARKING ISLAND W/ SHRUBS & TREE LANDSCAPE DETAIL (W/ RADIUS PROTECTOR)
NTS	SN: LD011A012

DUCK BILL EARTH ANCHORS:
2"TREES – MODEL 40 RBK KIT (OR EQUIVALENT)
3"TREES – MODEL 68 RBK KIT (OR EQUIVALENT)
6"TREES – MODEL 88 RBK KIT (OR EQUIVALENT)

TREE RING KITS:
2"TREES – 14TR3 1 PIECE (OR EQUIVALENT) 3'–0" ø
3"TREES – 14TR3 1 PIECE (OR EQUIVALENT) 3'–0" ø
6"TREES – 14TR5 2 PIECE (OR EQUIVALENT) 5'–0" ø



SECTION VIEW

A6	TREE PLANTING DETAIL - DUCKBILL
NTS	SN: LD008B006

Kimley»Horn
2024 KIMLEY–HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228–2300

NO.	REVISION	BY	DATE	APPR.

DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: CPH
DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
MUNICIPALITY

11

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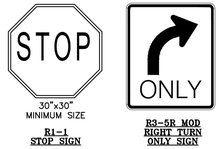
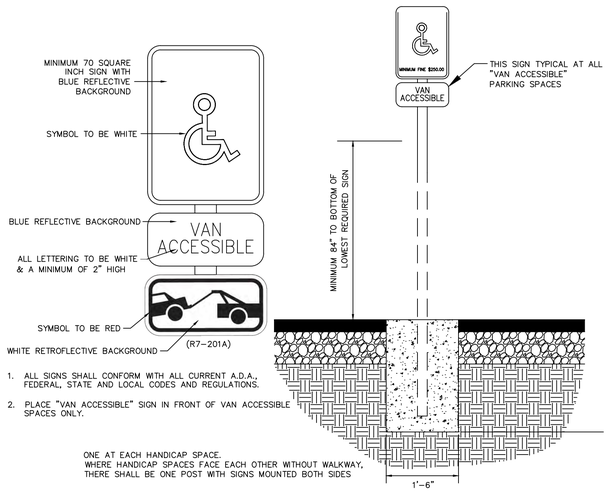
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

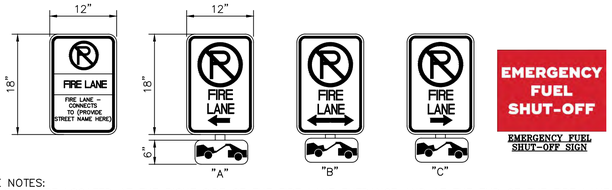
SIGN LEGEND:





HANDICAP PARKING SIGN

N.T.S.

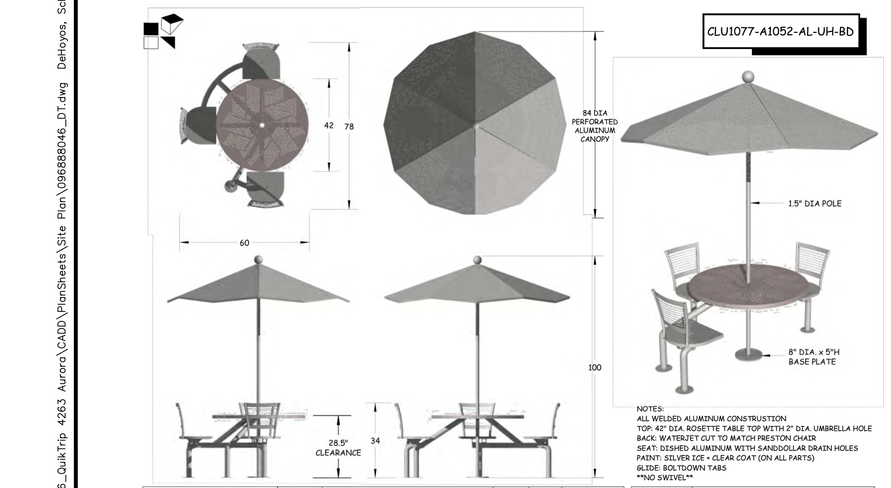


FIRE LANE NOTES:

1. SIGNS SHALL BE LOCATED AT THE RIGHT SIDE OF THE FIRE LANE ENTRANCE AND AT THE END OF THE FIRE LANE. THE INTERMEDIATE SIGNS SHALL HAVE DOUBLE HEADED ARROWS POINTING IN BOTH DIRECTIONS.
2. TYPICALLY, THE MAXIMUM SPACING OF THE FIRE LANE SIGNS IS 100' ON CENTER WITH SIGNS BEING PLACED ON BOTH SIDES OF THE FIRE LANE EASEMENT. WHERE EXCESSIVE CURVATURE OF THE FIRE LANE EXISTS, THE SPACING OF THE FIRE LANE SIGNAGE WILL BE INCREASED AS NEEDED.
3. THE SIGNS SHALL BE SET AT ANGLE OF NOT LESS THAN 30 DEGREES AND NOT MORE THAN 45 DEGREES WITH THE CURB OR LINE OF TRAFFIC FLOW.
4. FIRE LANE SIGNS SHOULD BE INSTALLED 2' BEHIND CURB OR SIDEWALK.
5. THE CLEARANCE TO THE BOTTOM OF THE SIGN SHALL BE 7 FEET. THERE SHALL BE NO OTHER SIGNS ATTACHED TO THE SIGN OR POST.
6. PLACEMENT OF THESE SIGNS CANNOT ENCROACH INTO THE 29' INSIDE TURNING RADIUS OF THE FIRE LANE EASEMENT, OBSTRUCT ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION OR ENCROACH INTO THE ACCESSIBLE ROUTE OF THE SIDEWALK AREA.
7. SIGNS SHALL BE INSTALLED PER COA DETAIL TE-11
8. SIGNS SHALL BE SET AT AN ANGLE OF NOT LESS THAN 30 DEGREES AND NOT MORE THAN 45 DEGREES WITH THE CURB OR LINE OF TRAFFIC FLOW.
9. SIGNS SHALL BE SPACED 50-FEET ON ALTERNATING SIDES OF THE FIRE LANE IN ACCORDANCE WITH 2015-IFC
10. SIGNS SHALL BE INSTALLED 2 FEET BEHIND CURB OR SIDEWALK
11. FIRE LANE SIGN DETAIL SHALL SHOW L, R, B (OR SIMILAR) IDENTIFICATION FOR EACH SIGN UTILIZED TO MATCH LOCATIONS ON PLANS
12. LOWEST SIGN SHALL BE MOUNTED 7 FEET ABOVE GRADE

FIRE LANE SIGN

N.T.S.



DATE	E.C.O	REV.	BY	APPROVED
27FEB12	ADD TABLE TOP		RN	
29MAR11	ILLUSTRATION		DK	

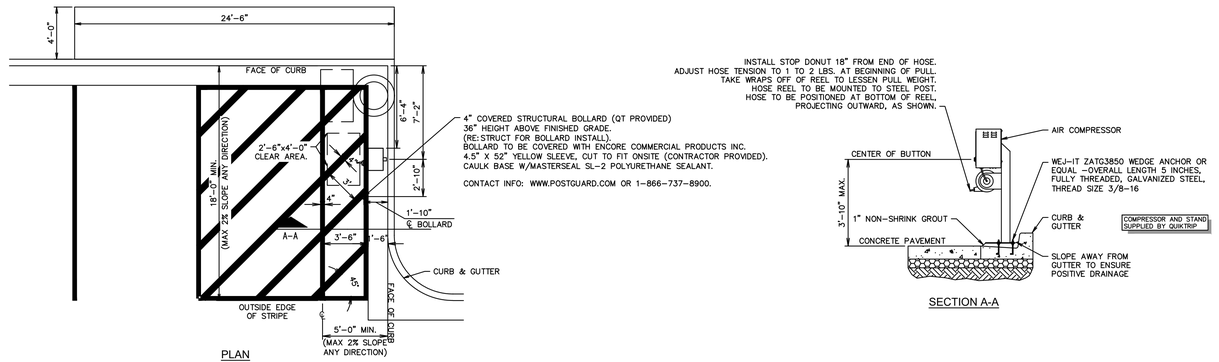
BENCHMARK DESIGN GROUP
456 OSCEOLA AVENUE
JACKSONVILLE, FL. 32250

TCW file location: F: Rebecca / Umb & Clusters / 3-seater / CLU1077-A1052-AL-UH-BD

CLIENT:	QUIKTRIP
LOCATION:	TULSA, OK
DESCRIPTION:	3-SEAT PRESTON CLUSTER (ADA COMPLIANT)
MATERIAL:	ALL ALUMINUM

OUTDOOR SEATING DETAIL

N.T.S.



AIR SERVICE INSTALL PLAN (RIGHT HAND INSTALL)

N.T.S.

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Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SITE DETAIL SHEET

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_DT.DWG

12

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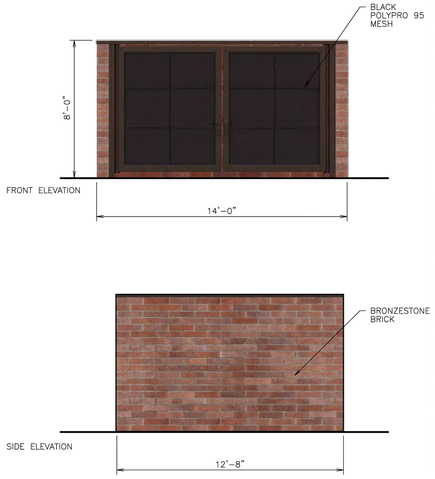
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

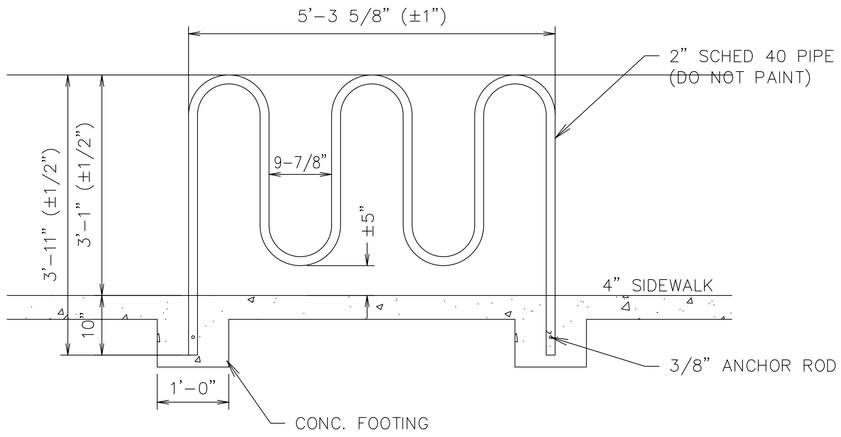
MODEL: BELSON OUTDOORS MODEL: H36-7-G-IG
(PROVIDED BY CONTRACTOR)



TRASH ENCLOSURE DETAILS

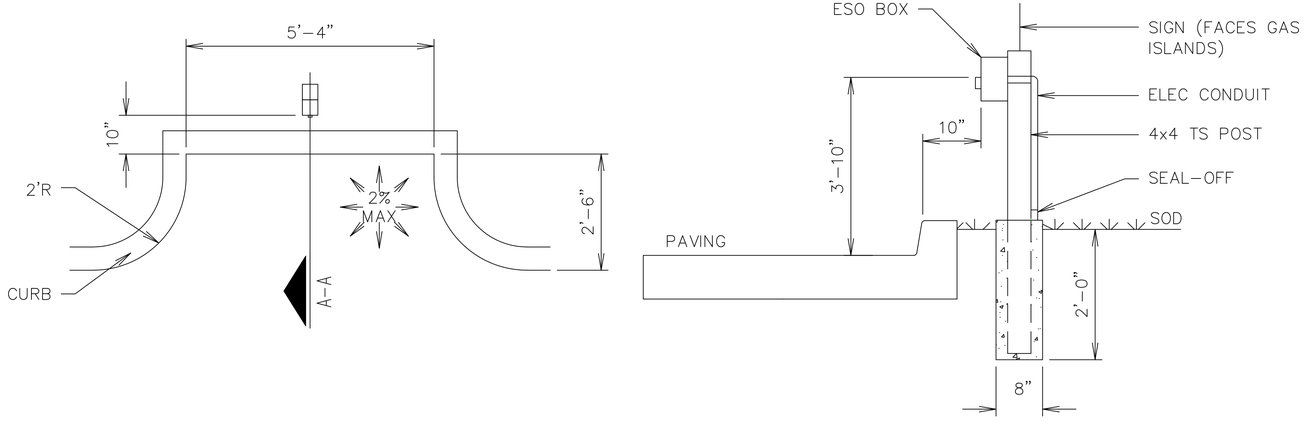
N.T.S.

GC TO PROVIDE AND INSTALL EMERGENCY SHUTOFF SWITCH SIGNAGE AS REQUIRED BY LOCAL JURISDICTION



GEN III BIKE RIBBON RACK DETAIL

N.T.S.



SECTION A-A

EMERGENCY SHUT OFF DETAIL

N.T.S.

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DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SITE DETAIL SHEET

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Brightness Table		
	TOTAL	BRIGHT COLOR
FRONT FACADE:	1635 SF	152 SF 9%
RIGHT FACADES:	899 SF	31 SF 3%
REAR FACADE:	1477 SF	96 SF 6%





QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #		Address:	City, State:
4263	G3SE Building Elevations	Parker & Havana	Aurora, CO

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
83-4263-G3SE	1/8"=1'-0"	08.16.24	JK	

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOBOND	FASCIA
4	QT RED	SHERWIN-WILLIAMS	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	QT BROWN	SHERWIN - WILLIAMS	METAL PAINT
7	CL-44	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
8	CL-46R	ALLEN INDUSTRIES	SIGNAGE
9	ONYX	QUALITY STONE VENEER	STACKED STONE

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CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_EL.DWG

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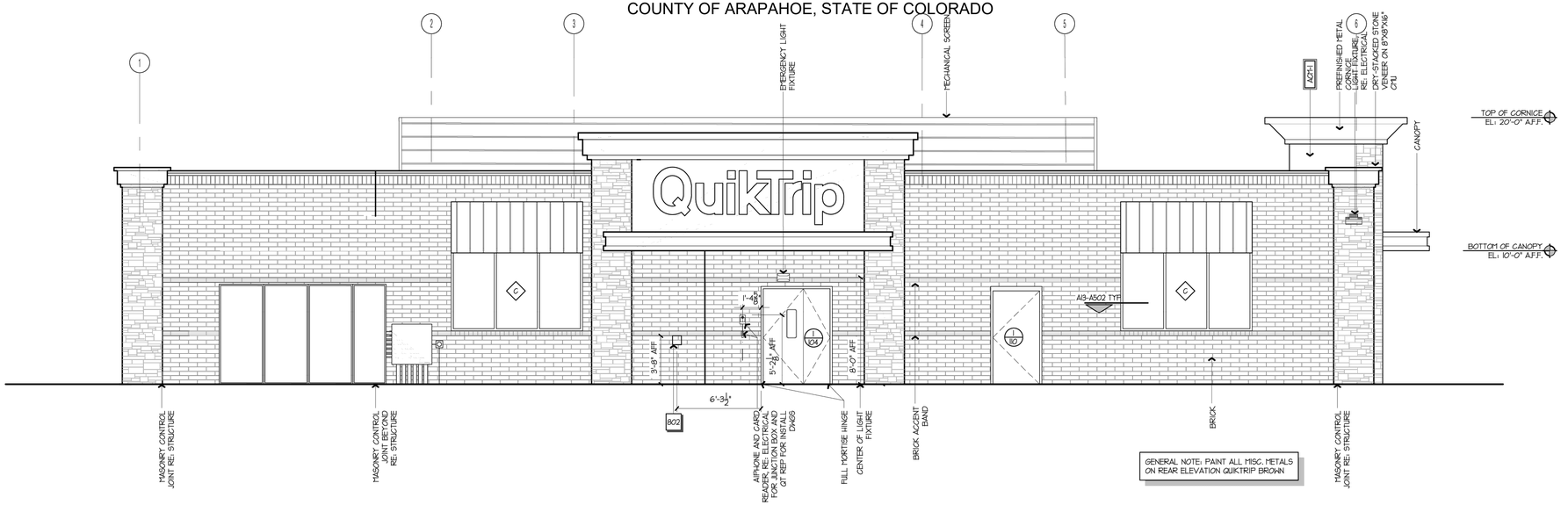
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

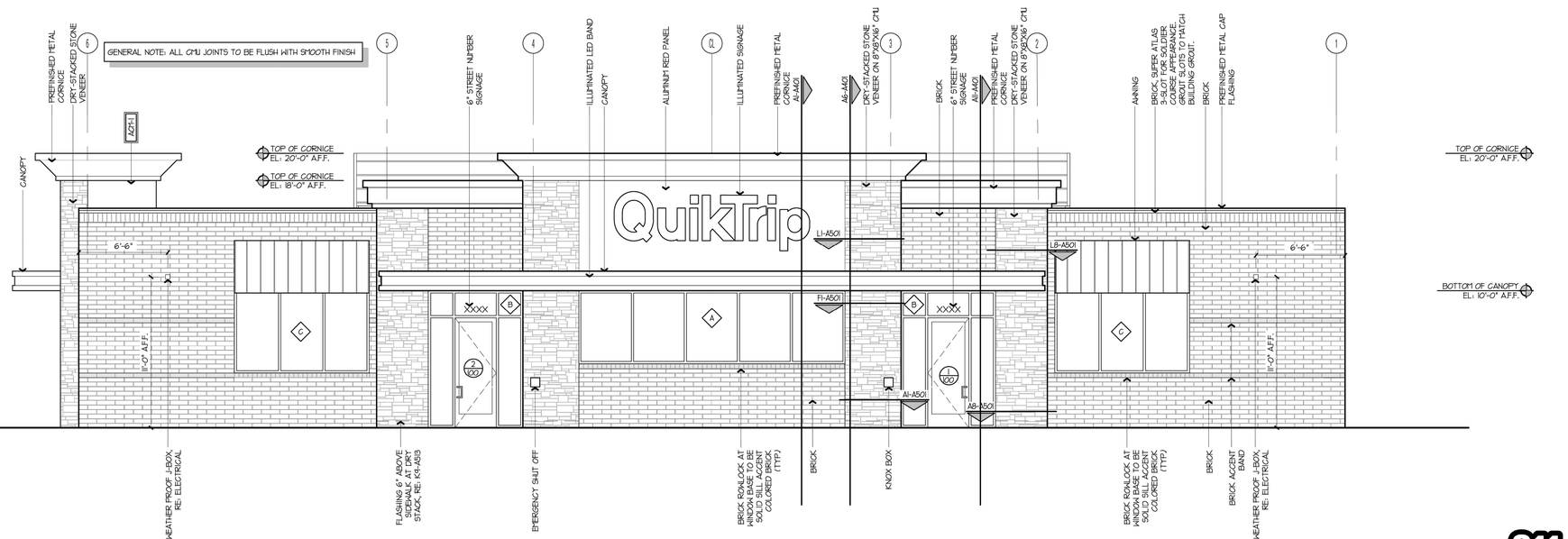
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

GENERAL NOTE: ALL CMU JOINTS TO BE FLUSH WITH SMOOTH FINISH



GENERAL NOTE: PAINT ALL MISC. METALS ON REAR ELEVATION QUIKTRIP BROWN

REAR ELEVATION
N.T.S



FRONT ELEVATION
N.T.S

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DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS (A201)

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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
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15

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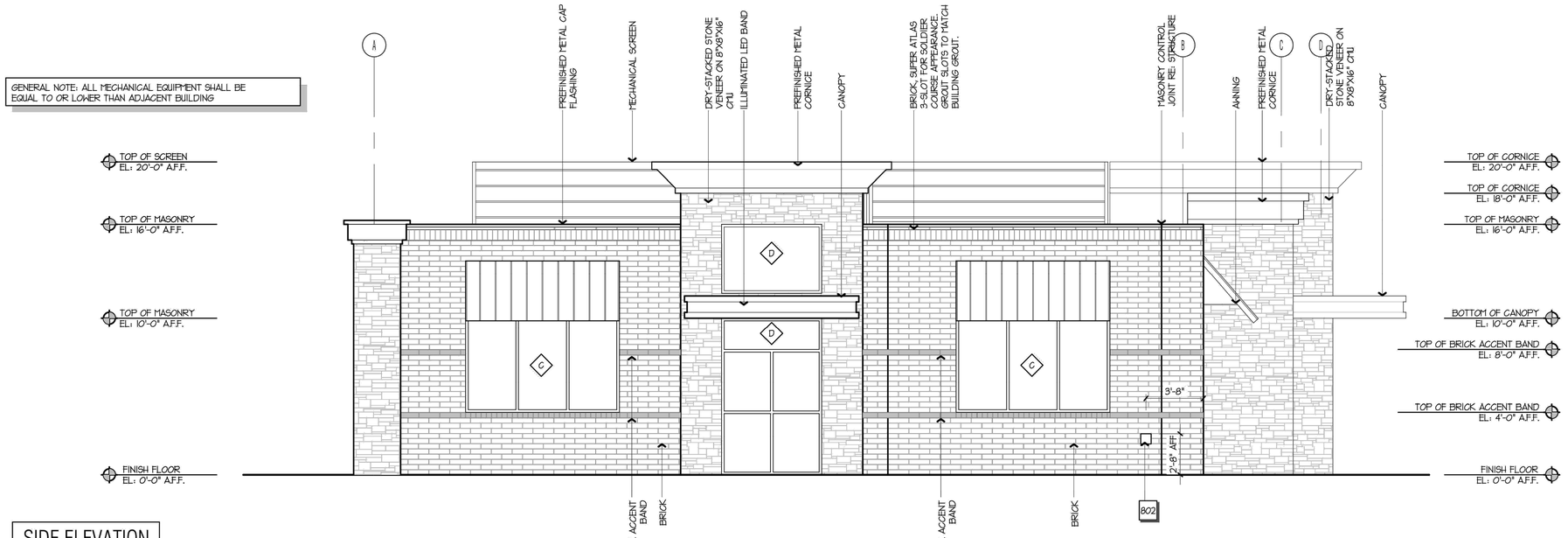
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

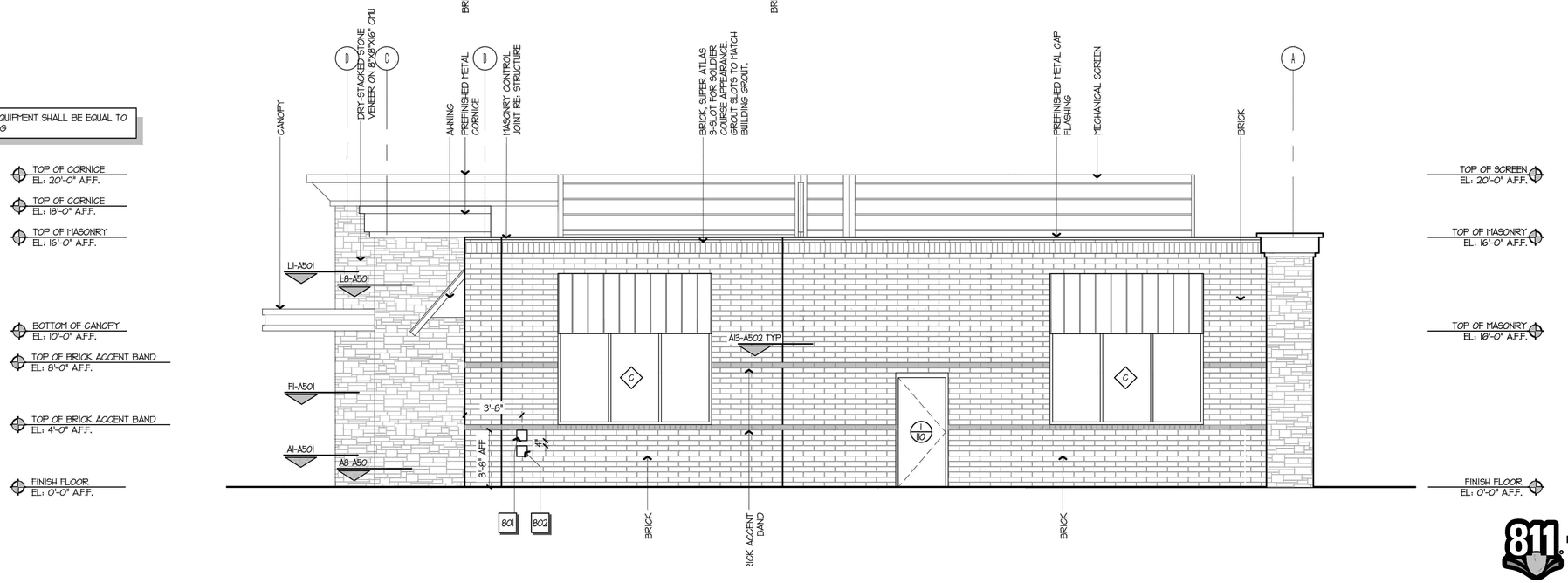
GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING



SIDE ELEVATION

$\frac{1}{4}$" = 1'-0"

GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING



SIDE ELEVATION

$\frac{1}{4}$" = 1'-0"

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Greenwood Village, Colorado 80111 (303) 228-2300

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CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS (A202)

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Kimley-Horn and Associates, Inc.

PROJECT NO.
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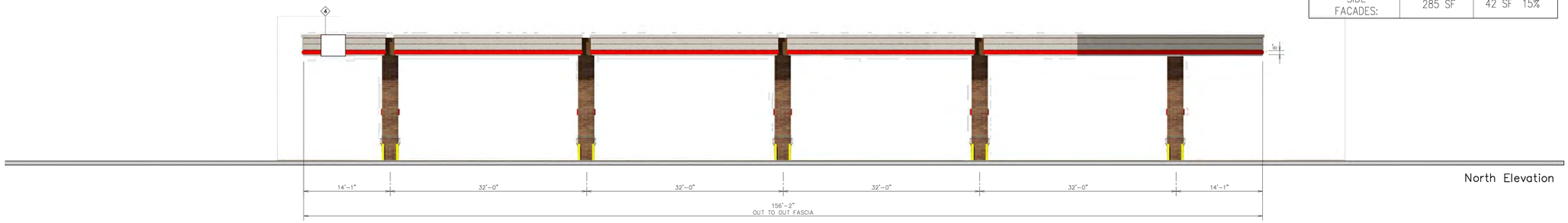
QUIKTRIP 4263

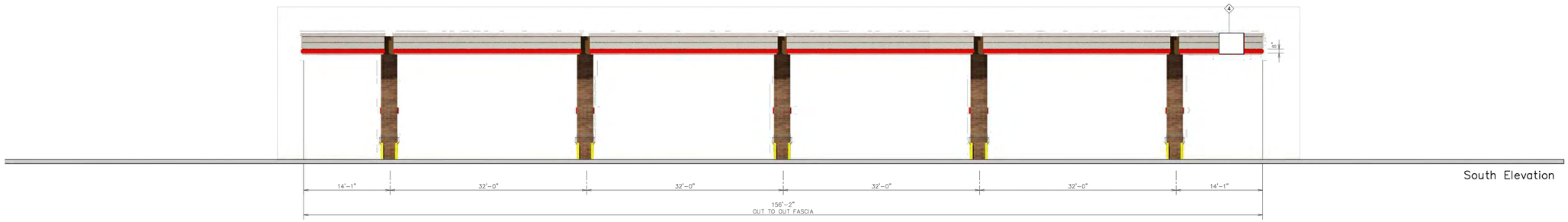
SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

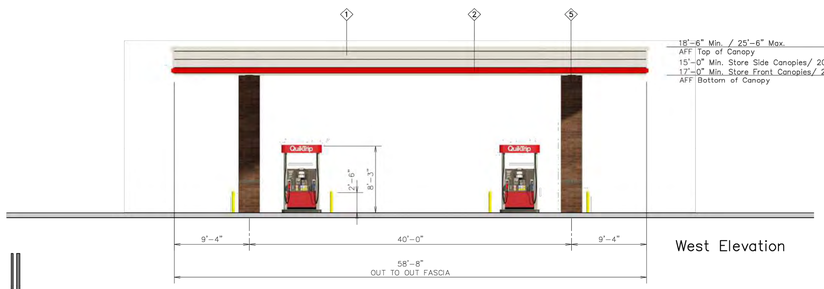
Brightness Table		
	TOTAL	BRIGHT COLOR
FRONT/REAR FACADE:	736 SF	146 SF 20%
SIDE FACADES:	285 SF	42 SF 15%



North Elevation



South Elevation



West Elevation



East Elevation

QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #		Address:	City, State:
4263	Double Stack 9 Canopy Elevations	Parker & Havana	Aurora, CO

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
83-4263-GD09	1/8"=1'-0"	08.15.24	JK	

#	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOBOND	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN – WILLIAMS	METAL/PAINT
4	QC-14	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH

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6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
CANOPY ELEVATIONS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
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17

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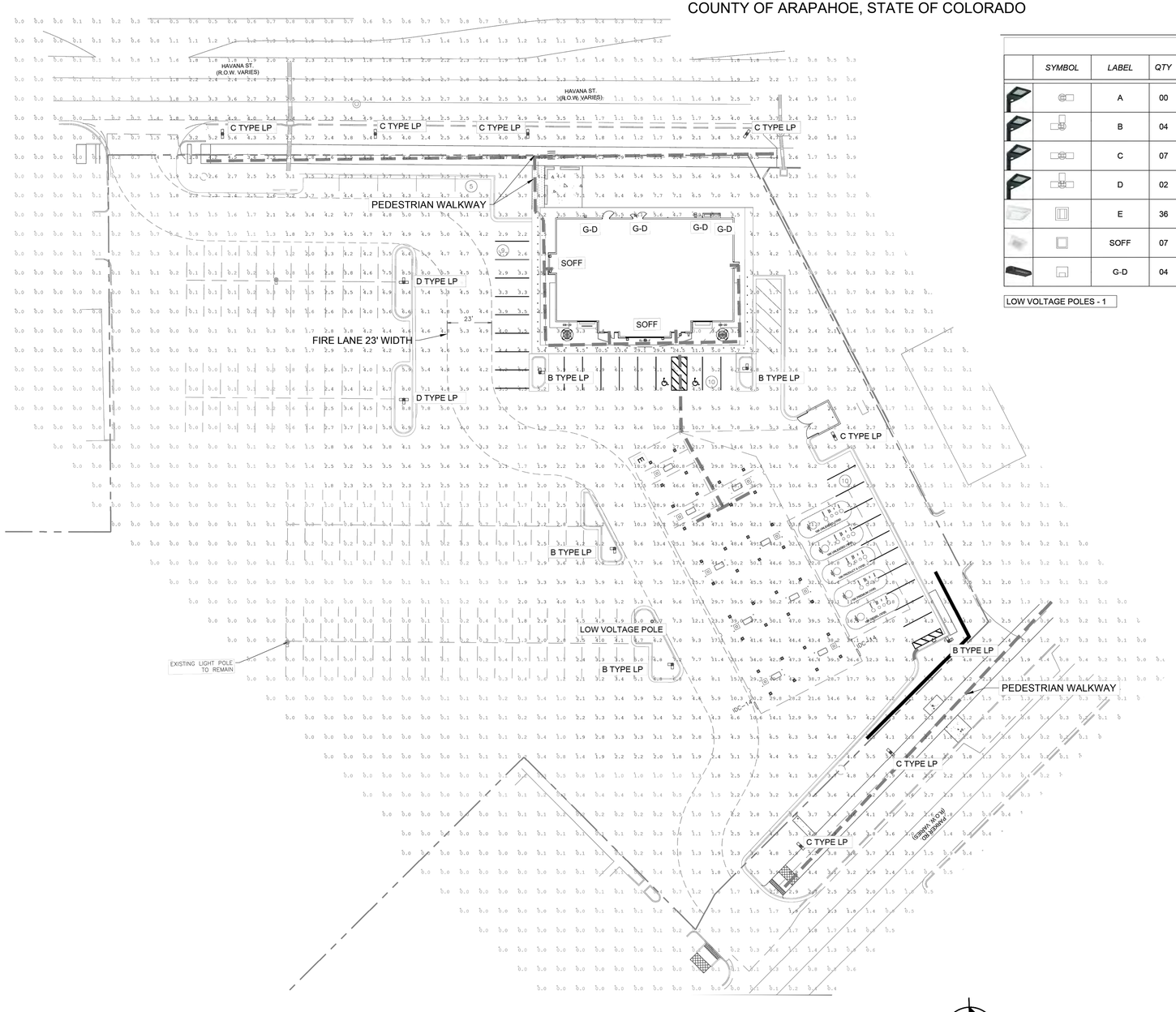
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

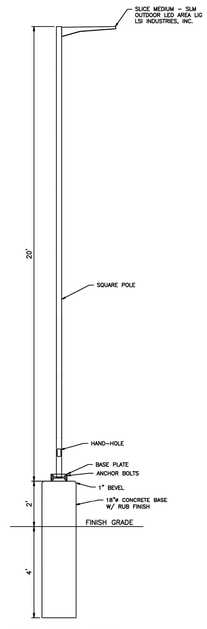
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LUMINAIRE SCHEDULE

	SYMBOL	LABEL	QTY	ARRANGEMENT	MOUNTING HEIGHT	LUMENS PER LAMP	LLF	DESCRIPTION	TOTAL WATTS	FINISH
		A	00	SINGLE	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		B	04	2 @ 90°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		C	07	2 @ 180°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		D	02	3 @ 90°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		E	36	SINGLE	17'	12,793	0.90	SCV-LED-13L-SC-40	83.6	WHITE
		SOFF	07	SINGLE	10'	6,041	0.90	XSPS-S-LED-VHO-NW-DFL	48.7	WHITE
		G-D	04	SINGLE	12'	12,793	0.90	XWM-3-LED-06-40	54.0	BLACK

LOW VOLTAGE POLES - 1



AUTO SIDE LIGHT STANDARD
NOT TO SCALE

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

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NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
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6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC SITE PLAN

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NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

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QUIKTRIP 4263
SITE PLAN AND CONDITIONAL USE
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog # :
Project :
Prepared By :
Date :

Slice Medium - SLM
Outdoor LED Area Light



The Slice's sleek design makes it perfectly-suited for Commercial & Industrial applications, while its cost-effective die-cast aluminum housing makes its acquisition cost very competitive. The Slice offers high performance silicone optics, die cast aluminum housing, #2000+ lumens and is available with integral AirLink Synapse controls.

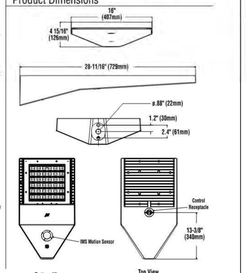
Features & Specifications

Optical System
- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refracter optics provide exceptional coverage and uniformity in IES Types 2, 3, SW, FT and FTA.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, 3000K, and 2700K color temperatures per ANSI C78.377, Optional 5700K CCT available in 90CRI only.
- Minimum CRI of 70. Optional 80 and 90 CRI available, consult factory for lead time.
- Integral Louver (IL) option available for improved back-light control without sacrificing street side performance. See page 5 for more details.

Electrical
- High-performance driver features over-voltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 3)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L lumen package rated to +40°C.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Terminal block provided accepts up to 10ga wire.
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

IP66

Product Dimensions



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Slice Medium - SLM
Outdoor LED Area Light

Features & Specifications (Cont.)

Construction
- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square poles.
- Luminaire is proudly manufactured in the U.S.of U.S. and imported parts.
- IP66 rated luminaire protects integral components from harsh environments.
- 3G rated for ANSI C136.31 high vibration applications
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 30 lbs in carton.

Controls
Wireless Controls System

To make this fixture AirLink ready, simply order one of the following options:
a. The integrated Wireless Lighting Controller: ALSC or ALSCH (see ordering guide) as the controls option, or
b. Integrated Wireless Controller option (above) with integrated motion sensor: ALSCS (ordering guide for mounting height) or
c. The 7-Pin Photoelectric Control Receptacle: CR7P as the controls option; and either the 5-Pin or 7-Pin Twist Lock Controller: ALSC UNV TLS or ALSC UNV TL7 as an accessory

To see how the components of AirLink system work together, reference the diagram in the controls section of this specsheet. For more information on our AirLink products, visit our website: www.lsi-airlink.com/airlink-synapse/

Stand-Alone Controls
- The integral passive infrared motion sensor (IMS) activates switching of luminaire light levels (see the controls section for more details).
- The 7-pin ANSI C136.41-2013 photocontrol receptacle option (CR7P) is available for twist lock photocontrols or wireless control modules.
- The Button Type Photocells (PCI) are capable of switching luminaires ON/OFF in response to the amount of available daylight.

Installation
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment for installing/servicing.
- Included terminal block provides quick and easy on-site wiring.
- Utilizes LSI's traditional 3" drill pattern for easy fastening of LSI products. (See drawing on page 1)

Warranty
- LSI LED Fixtures carry a 5-year warranty.

Listings
- Listed to UL 1598 and UL 8750.
- RoHS Compliant.
- American Recovery and Reinvestment Act Funding Compliant.
- IDA compliant: with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable For wet Locations.
- IP66 rated Luminaire. IP66 rated optical chamber.
- 3G rated for ANSI C136.31 high vibration applications

Performance

ELECTRICAL DATA (AMPS)*

Lumens	Watts	120V	208V	240V	277V	347V	480V
9L	68.2	0.6A	0.3A	0.3A	0.3A	0.2A	0.1A
12L	93.1	0.8A	0.4A	0.4A	0.3A	0.3A	0.2A
18L	140.5	1.2A	0.7A	0.6A	0.5A	0.4A	0.3A
24L	186.8	1.6A	0.9A	0.8A	0.7A	0.5A	0.4A
30L	248.6	2.1A	1.2A	1.0A	0.9A	0.7A	0.5A
36L	317.9	2.6A	1.5A	1.3A	1.1A	0.9A	0.7A
42L	393.4	3.3A	1.9A	1.6A	1.4A	1.1A	0.8A

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%

ELECTRICAL DATA - PHOSPHOR CONVERTED AMBER (AMPS)*

Lumens	Watts	120V	208V	240V	277V	347V	480V
9L	74.3	0.6A	0.4A	0.3A	0.3A	0.2A	0.2A
12L	100.9	0.9A	0.5A	0.4A	0.4A	0.3A	0.2A

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%

RECOMMENDED LUMEN MAINTENANCE(24-42L)

Ambient	Initial¹	25 hr²	50 hr²	75 hr²	100 hr²
0-40 C	100%	100%	97%	94%	92%

RECOMMENDED LUMEN MAINTENANCE(9-18L)

Ambient	Initial¹	25 hr²	50 hr²	75 hr²	100 hr²
0-50 C	100%	99%	91%	87%	83%

1 - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2 - In accordance with IESNA TM-21-11. Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
3 - In accordance with IESNA TM-21-11. Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

DELIVERED LUMENS*

Lumen Package	Distribution	Phosphor Converted Amber Delivered Lumens	Efficacy	BUG Rating	Wattage
9L	2	3056	80	B2-U0-G1	74
	3	3735	98	B3-U0-G1	
	5	4196	83	B3-U0-G1	
	3-IL	4205	56	B0-U0-G1	
	SW	5528	74	B3-U0-G1	
	FT	5622	76	B1-U0-G2	
	FT-IL	3712	50	B0-U0-G1	
	FTA	5997	80	B2-U0-G2	
	FTA-IL	4254	57	B0-U0-G1	
12L	2	7059	75	B2-U0-G2	103
	3-IL	4798	46	B0-U0-G1	
	3	7865	76	B2-U0-G2	
	5-IL	5335	52	B0-U0-G1	
	5	7913	77	B3-U0-G2	
	FT	7913	73	B2-U0-G2	
	FT-IL	4739	46	B0-U0-G1	
	FTA	7998	74	B2-U0-G2	
	FTA-IL	5997	57	B0-U0-G1	

*LED Chips are frequently updated therefore values are nominal

LUMINAIRE EPA CHART - SLM

Tilt Degree	0	30	45	Tilt Degree	0	30	45
Single	0.5	2.1	2.6	TNT	1.2	2.9	3.6
D180°	1.1	2.1	2.6	TNT/D	1.3	4.4	5.4
D90°	0.9	2.5	3.1	T90°	1.2	2.9	3.6

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DELIVERED LUMENS*

Lumen Package	Distribution	CRI	2700K CCT Delivered Lumens	Efficacy	BUG Rating	3000K CCT Delivered Lumens	Efficacy	BUG Rating	4000K CCT Delivered Lumens	Efficacy	BUG Rating	5000K CCT Delivered Lumens	Efficacy	BUG Rating	Wattage
9L	2	70	8340	112	B2-U0-G2	8576	175	B2-U0-G1	9396	127	B2-U0-G2	8184	143	B2-U0-G2	69
	3	70	9705	130	B3-U0-G1	9976	203	B3-U0-G1	10933	148	B3-U0-G2	9524	166	B3-U0-G2	
	5	70	8631	135	B1-U0-G2	8864	179	B1-U0-G2	9695	141	B2-U0-G2	10604	147	B2-U0-G2	
	3-IL	70	11430	73	B0-U0-G2	6454	94	B0-U0-G2	7373	103	B0-U0-G2	7363	107	B0-U0-G2	
	SW	70	8153	119	B2-U0-G2	8380	172	B2-U0-G2	9181	134	B3-U0-G2	9560	140	B3-U0-G2	
	FT	70	8251	120	B2-U0-G2	8481	175	B2-U0-G2	9289	135	B3-U0-G2	8598	143	B3-U0-G2	
	FT-IL	70	5393	79	B0-U0-G2	5542	81	B0-U0-G2	6069	89	B0-U0-G2	6320	92	B0-U0-G2	
	FTA	70	8806	128	B2-U0-G2	9050	186	B2-U0-G2	9914	144	B3-U0-G2	8893	147	B3-U0-G2	
	FTA-IL	70	6280	91	B1-U0-G1	6069	93	B1-U0-G1	6878	102	B1-U0-G1	7266	106	B1-U0-G1	
12L	2	70	10972	113	B2-U0-G2	11281	232	B2-U0-G2	12356	179	B3-U0-G2	10771	189	B3-U0-G2	94
	3	70	8979	74	B1-U0-G1	7177	76	B1-U0-G2	7798	83	B1-U0-G2	8119	86	B1-U0-G2	
	5	70	11441	118	B2-U0-G2	11764	242	B2-U0-G2	12886	187	B3-U0-G2	11230	197	B3-U0-G2	
	3-IL	70	7526	80	B0-U0-G2	8629	126	B0-U0-G2	9449	137	B0-U0-G2	9846	143	B0-U0-G2	
	SW	70	10980	113	B2-U0-G2	11289	233	B2-U0-G2	12059	175	B3-U0-G2	10716	188	B3-U0-G2	
	FT	70	11141	115	B2-U0-G2	11454	236	B2-U0-G2	12236	177	B3-U0-G2	11324	198	B3-U0-G2	
	FT-IL	70	7267	77	B0-U0-G2	7467	79	B0-U0-G2	8135	86	B0-U0-G2	8466	90	B0-U0-G2	
	FTA	70	11304	116	B2-U0-G2	11622	239	B2-U0-G2	12125	176	B3-U0-G2	11212	196	B3-U0-G2	
	FTA-IL	70	8280	85	B1-U0-G1	8511	97	B1-U0-G1	9325	99	B1-U0-G1	9715	103	B1-U0-G1	
18L	2	70	16614	118	B2-U0-G2	17084	244	B2-U0-G2	18656	188	B3-U0-G2	16284	199	B3-U0-G2	150
	2-IL	70	10379	69	B1-U0-G2	10672	77	B1-U0-G2	11681	78	B1-U0-G2	12163	81	B1-U0-G2	
	3	70	17106	115	B2-U0-G2	17590	251	B2-U0-G2	19210	194	B3-U0-G2	16761	204	B3-U0-G2	
	5-IL	70	12678	84	B1-U0-G2	13032	86	B1-U0-G2	14259	95	B1-U0-G2	14739	98	B1-U0-G2	
	5	70	17106	115	B2-U0-G2	17590	251	B2-U0-G2	19210	194	B3-U0-G2	16761	204	B3-U0-G2	
	SW	70	16865	112	B2-U0-G2	17343	248	B2-U0-G2	18951	192	B3-U0-G2	16537	201	B3-U0-G2	
	FT	70	17114	115	B2-U0-G2	17599	251	B2-U0-G2	19220	194	B3-U0-G2	16769	204	B3-U0-G2	
	FT-IL	70	11604	77	B1-U0-G2	11929	79	B1-U0-G2	13042	88	B1-U0-G2	13604	92	B1-U0-G2	
	FTA	70	17412	117	B2-U0-G2	17905	256	B2-U0-G2	19565	198	B3-U0-G2	17064	207	B3-U0-G2	
	FTA-IL	70	12413	83	B1-U0-G1	12765	89	B1-U0-G1	13955	93	B1-U0-G1	14564	97	B1-U0-G1	
24L	2	70	20800	112	B2-U0-G2	21386	230	B2-U0-G2	23370	178	B3-U0-G2	20376	188	B3-U0-G2	187
	2-IL	70	13100	70	B1-U0-G2	13473	78	B1-U0-G2	14733	83	B1-U0-G2	15355	83	B1-U0-G2	
	3	70	21611	116	B2-U0-G2	22224	240	B2-U0-G2	24285	185	B3-U0-G2	21183	194	B3-U0-G2	
	5-IL	70	16014	86	B1-U0-G2	16460	89	B1-U0-G2	17999	98	B1-U0-G2	18616	102	B1-U0-G2	
	5	70	21611	116	B2-U0-G2	22224	240	B2-U0-G2	24285	185	B3-U0-G2	21183	194	B3-U0-G2	
	SW	70	20921	112	B2-U0-G2	21516	232	B2-U0-G2	23511	179	B3-U0-G2	20504	188	B3-U0-G2	
	FT	70	21611	116	B2-U0-G2	22224	240	B2-U0-G2	24285	185	B3-U0-G2	21183	194	B3-U0-G2	
	FT-IL	70	14656	78	B1-U0-G2	15069	81	B1-U0-G2	16474	88	B1-U0-G2	17202	92	B1-U0-G2	
	FTA	70	21996	118	B2-U0-G2	22624	243	B2-U0-G2	24718	188	B3-U0-G2	21554	198	B3-U0-G2	
	FTA-IL	70	15674	84	B1-U0-G1	16122	87	B1-U0-G1	17622	94	B1-U0-G1	18404	98	B1-U0-G1	
30L	2	70	26581	108	B4-U0-G3	28930	177	B4-U0-G3	30903	129	B4-U0-G3	31561	178	B4-U0-G3	247
	3	70	27675	112	B4-U0-G3	30118	184	B4-U0-G3	32180	134	B4-U0-G3	32866	185	B4-U0-G3	
	5	70	27675	112	B3-U0-G4	30118	184	B3-U0-G4	32179	133	B3-U0-G4	32865	185	B3-U0-G4	
	5-IL	70	20506	83	B2-U0-G4	22307	136	B2-U0-G4	23830	99	B2-U0-G4	24345	137	B2-U0-G4	
	SW	70	26795	109	B3-U0-G3	29167	178	B3-U0-G3	31167	130	B3-U0-G3	31831	179	B3-U0-G3	
	FT	70	27532	111	B3-U0-G4	29972	183	B3-U0-G4	31997	133	B3-U0-G4	32668	183	B3-U0-G4	
	FT-IL	70	21265	86	B2-U0-G4	23141	141	B2-U0-G4	24715	103	B2-U0-G4	25239	142	B2-U0-G4	
	FTA	70	27265	111	B3-U0-G3	29672	181	B3-U0-G3	31818	129	B4-U0-G3	32482	132	B4-U0-G3	
	FTA-IL	70	19084	78	B2-U0-G3	20775	85	B2-U0-G3	22537	91	B2-U0-G3	23109	93	B2-U0-G3	
36L	2	70	30214	102	B4-U0-G3	33025	111	B4-U0-G3	37454	116	B4-U0-G3	36739	171	B4-U0-G3	317
	3	70	32014	64	B3-U0-G4	31975	69	B3-U0-G4	39498	74	B4-U0-G4	37991	75	B4-U0-G4	
	5	70	33540	106	B3-U0-G4	36466	113	B3-U0-G4	38996	123	B3-U0-G4	38612	126	B3-U0-G4	
	5-IL	70	24847	77	B2-U0-G4	27031	84	B2-U0-G4	28855	91	B2-U0-G4	29502	93	B2-U0-G4	
	SW	70	31832	101	B3-U0-G4	34838	109	B3-U0-G4	37313	117	B3-U0-G4	37785	119	B3-U0-G4	
	FT	70	32714	105	B3-U0-G4	35802	112	B3-U0-G4	38274	120	B3-U0-G4	38812	122	B3-U0-G4	
	FT-IL	70	25275	81	B2-U0-G4	27503	86	B2-U0-G4	29351	94	B2-U0-G4	30016	96	B2-U0-G4	
	FTA	70	32400	104	B3-U0-G4	35477	111	B3-U0-G4	37941	119	B3-U0-G4	38471	121	B3-U0-G4	
	FTA-IL	70	22682	73	B2-U0-G4	24744	79	B2-U0-G4	26355	84	B2-U0-G4	26951	86	B2-U0-G4	
42L	2	70	34786	84	B4-U0-G3	38094	103	B4-U0-G3	42768	110	B4-U0-G3	42063	108	B4-U0-G3	390
	3	70	37870	98	B4-U0-G4	41540	107	B4-U0-G4	46538	114	B4-U0-G4	45460	117	B4-U0-G4	
	5	70	38099	98	B3-U0-G4	41540	107	B3-U0-G4	46538	114	B3-U0-G4	45460	117	B3-U0-G4	
	5-IL	70	28343	73	B2-U0-G4	30573	78	B2-U0-G4	33523	86	B2-U0-G4	33355	86	B2-U0-G4	
	SW	70	36540	95	B4-U0-G4	39520	102	B4-U0-G4	42961	108	B4-U0-G4	43145	111	B4-U0-G4	
	FT	70	37671	98	B4-U0-G4	40736	106	B4-U0-G4	44688	114	B4-U0-G4	44169	114	B4-U0-G4	
	FT-IL	70	29122	82	B3-U0-G4	35226	82	B3-U0-G4	39245	72	B3-U0-G4	39537	73	B3-U0-G4	
	FTA	70	37670	97	B4-U0-G4	41174	106	B4-U0-G4	44838	113	B4-U0-G4	44651	115	B4-U0-G4	
	FTA-IL	70	26009	69	B2-U0-G2	29160	75	B2-U0-G2	31188	80	B2-U0-G2	31841	82	B2-U0-G2	

*LED Chips are frequently updated therefore values are nominal

Specifications and dimensions subject to change without notice.

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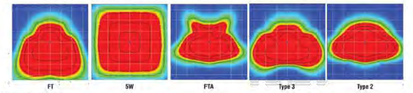
Performance (Cont.)

All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Slice (SLM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.



Ordering Guide

TYPICAL ORDER EXAMPLE: **SLM LED 36L SIL FTA UNV DIM 50 70CRI ALSCS04 BRZ IL**

Luminaire Prefix	Light Source	Lumen Package*	Light Output	Distribution	Orientation*	Voltage	Driver
SLM Slice Medium	LED	9L - 6,000 lms 12L - 12,000 lms 18L - 18,000 lms 24L - 24,000 lms 30L - 30,000 lms 36L - 36,000 lms 42L - 42,000 lms *Consult factory for programmable wattages and lumen packages	SIL - Silicone	2 - Type 2 3 - Type 3 SW - Type 5 Wide FT - Forward Throw FTA - Forward Throw: Automotive	(blank) - standard IL - Optics rotated left 90 R - Optics rotated right 90	UNV - Universal Voltage (120-277V) HV - High Voltage (347-480V)	DIM - 0-10V Dimming (0-10%)

Color Temp	Color Rendering	Controls (Choose One)	Finish	Options
5T - 5,700 CCT[3,4,5] 5K - 5,000 CCT 4K - 4,000 CCT 3K - 3,000 CCT 27 - 2,700 CCT[3] AMB - Phosphor Converted Amber[2]	70CRI - 70 CRI 80CRI - 80 CRI[3] 90CRI - 90 CRI[3,5]	**(Blank) - None** **Wireless Controls Options** ALSC - AirLink Synapse Control System[6] ALSCH - AirLink Synapse Control System Hood / Satellite[6,8] ALSCS01 - AirLink Synapse Control System with 8-12' Motion Sensor[6] ALSCH01 - AirLink Synapse Control System Hood / Satellite with 8-12' Motion Sensor[6,8] ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor[6] ALSCH02 - AirLink Synapse Control System Hood / Satellite with 12-20' Motion Sensor[6,8] ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor[6] ALSCH04 - AirLink Synapse Control System Hood / Satellite with 20-40' Motion Sensor[6,8] **Stand-Alone Controls** EXT - 0-10v Dimming (from external signal) IMS08M1 - Integral Motion Sensor 8-12' 120-277V[7,8] IMS08M2 - Integral Motion Sensor 12-20' 120-277V[7,8] IMS08M4 - Integral Motion Sensor 20-40' 120-277V[7,8] IMS08M1HV - Integral Motion Sensor 8-12' 347-480V[7,8] IMS08M2HV - Integral Motion Sensor 12-20' 347-480V[7,8] IMS08M4HV - Integral Motion Sensor 20-40' 347-480V[7,8] CR7P - 7 Pin Control Receptacle ANSI C136.41[7] **Button Type Photocells** PCI120 - 120V PCI208-277 - 208 -277V PCI347 - 347V	**(Blank) - None** BRZ - Bronze BLK - Black GPT - Graphite MSV - Metallic Silver WHT - White PLP - Platinum Plus SVG - Satin Verde Green	**(Blank) - None** IL - Integral Louver HSS[9]

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09/28/18

Slice Medium - SLM
Outdoor LED Area Light

Accessory Ordering Information[8]

Description	Order Number	Description	Order Number
PCI120 Photocell for use with CR7P option (120V)[7]	120514	DHC208L-240 Double Fusing (208V, 240V)	DHC240
PCI208-277 Photocell for use with CR7P option (208V, 240V, 277V)[7]	122335	DHU240 Double Fusing (240V)	DHU240
PCI347 Photocell for use with CR7P option (347V)[7]	122516	DHU347 Double Fusing (347V)	DHU347
PCI480 Photocell for use with CR7P option (480V)[7]	122516S	KSRPP – Round Pole Adapter for 5" Poles[10]	370983CLR
ALSC UNV TLS – AirLink 3Pin Twist Lock Controller[11]	661409	IL – Integral Louver HSS	IL8472
ALSC UNV TL7 - AirLink 7Pin Twist Lock Controller[11]	661418	Universal Mounting Bracket (UMB)[12]	MB4760ZLR
PMR524 – 24V Pole Mount Occupancy Sensor (ALSCH Compatible)[11]	662364ZLR	Adjustable Slip Fitter (ASF)[12]	SBS138CLR
IMS-PC Remote Configurator Tool	594929	Pole Stone Mount Bracket - Square Pole[12]	640703CLR
KSRPP – Round Pole Adapter for 5" Round Tapered Poles[10]	408378ZLR	Pole Quick Mount Bracket – 4-5" Round Pole[12]	686892CLR
KARPP – Round Pole Adapter for 4" Poles[10]	370967CLR	13" Tilt Pole Quick Mount Bracket - Square Pole[12]	686893CLR
PK120 Single Fusing (120V)	PK120	13" Tilt Pole Quick Mount Bracket - 4-5" Round Pole[12]	686890CLR
PK277 Single Fusing (277V)	PK277	RMQ 5000 WAP - QLR Wall Mount Bracket[12]	350112CLR

FOOTNOTES:
1 - Not available on "Type V" distribution
2 - Consult Factory for availability.
3 - Only available in 9L and 12L Lumen Packages
4 - Consult Factory for Lead time.
5 - Consult Factory for Site Layout.
6 - IMS is field adjustable, via a hand held Remote Configurator Tool, which must be ordered separately. See Accessory Ordering Information.
7 - Control device must be ordered separately. 7 pin standard. See Accessory Ordering Information.
8 - Accessories are shipped separately and field installed.
9 - Only available in 5000K CCT. Consult Factory. See Options.
10 - Only available with ALSC Controls
11 - "CLR" denotes finish. See Finish options
12 - Only available in 5700K 90CRI for lumen packages 24L-42L

Accessories/Options

Integral Louver (IL)

Accessory Integral Louver available for improved back-light control without sacrificing street side performance. LSI's Integral Louver (IL) option delivers backlight control that significantly reduces light spill behind the pole for applications with pole locations close to adjacent properties. The integrated louvers' design maximizes forward-reflected light while - reducing glare, maintaining the optical distribution selected, and most importantly, eliminating light trespass. The Integral louver rotates with the optical distribution.

Luminaire Shown with Integral Louver (IL)



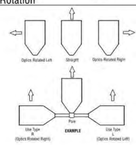
7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Fixture Shown with CR7P



Optics Rotation



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Slice Medium - SLM
Outdoor LED Area Light

Stand-alone Controls: Occupancy Sensor (IMS)

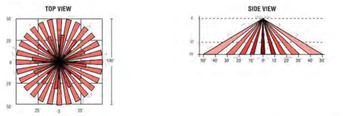
The integral passive infrared motion sensor activates switching of luminaire light levels. Standard Factory settings: High level light is activated and increased to full bright upon detection of motion. Low/light level (10% maximum drive current) is activated when target zone is absent of motion activity for ~5 minutes. See coverage diagram for detection cone.

The Remote Configurator Tool allows for easy and safe programming of each luminaire from ground level.
See the Remote Configurator User Guide for programming instructions.

When ordering the Stand-alone Occupancy Sensor on the fixture, you must include IMS (see ordering guide for mounting height options) as the controls option in the fixture nomenclature.

To order as a motion sensor with the AirLink Wireless Control System, see ordering guide under "Wireless Controls System" and select the ALSCS controls option with the desired mounting height.

IMS Coverage Diagrams



Remote Configurator Tool



Luminaire Shown with IMS



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Slice Medium - SLM
Outdoor LED Area Light

AirLink
enabled by Synapse®

The AirLink enabled by Synapse Wireless Lighting Control System is the perfect solution for commercial, industrial and municipal applications, such as: auto dealerships, parking lots, garages, shopping complexes and warehouses.

AirLink utilizes robust wireless communication via 2.4 GHz Self-Healing Mesh Network which not only increases reliability and accuracy of system, but also eliminates single point of failure.

The flexibility of the system make it perfect for new construction and retrofit projects. The user-friendly AirLink web application is accessible through any device with an internet connection and allows for complete customization of the system's features.

Some capabilities of the system include: occupancy/vacancy sensing, daylight harvesting, scheduling, high-end trim, dimming, zone control, BMS integration and energy monitoring.

The AirLink System

Wireless controls & sensors



Centralized control & integration



Simple-to-use software

AirLink Site Manger: Lighting control web app

Contact LSI Controls

Sales
controls.sales@lsi-industries.com

Support
controls.support@lsi-industries.com
1 (800) 436-7800 (support, option 8)

More information
For more information on AirLink, visit our website at www.lsi-airlink.com

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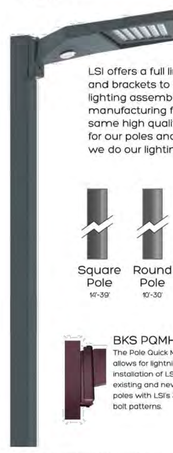
Slice Medium - SLM
Outdoor LED Area Light

poles & Brackets



LSI offers a full line of poles and brackets to complete your lighting assembly. Our USA manufacturing facility has the same high quality standards for our poles and brackets as we do our lighting fixtures.



BKA UMB CLR
The 3G rated Universal Mounting Bracket (UMB) allows for seamless integration of LSI Luminaires onto existing or new construction poles. The UMB bracket was designed specifically for square or round (tapered/ straight) poles with (2) mounting hole spaces between 3.5"-5".



BKA ASF CLR
The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a 2" (51mm) IP, 2.

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project:
Prepared By: Date: Type:

XSPS
LED Soffit Light

OVERVIEW	
Lumen Package	4000 - 8000
Wattage Range	43 -97
Efficacy Range (LPW)	96 -104
Weight lbs (kg)	7.6 (3.5)

QUICK LINKS
Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction
- Housing is die-formed aluminum with diffuse acrylic lens providing a water-resistant seal. Enclosure contains factory prewired driver and optical unit containing LEDs.
- Recess mount into an enclosed soffit with screws through the mounting frame. 8" clearance required for ease of installation.
- Finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling, and is guaranteed for five full years. Standard color is gloss white.
- Shipping weight: 7.6 lbs in carton.
- Suitable for wet locations.

Optical System
- Symmetric distribution with excellent uniformity and a BUG rating of B2-U0-G1. Diffuse lens is standard to minimizing visibility of LEDs.
- Select high-brightness LEDs.
- Available in 5000K, 4000K and 3000K
- Color temperatures per ANSI C78.377.
- Minimum CRI of 80.

Electrical
- High-performance factory programmable driver features over-voltage, under voltage, short-circuit and over temperature protection with integral surge protection that meets IEEE C62.41.2 and ANSI C82.77. -5 Location Category C Low standards.
- 0-10 volt dimming (10% - 100%) standard.
- 120-347VAC 50/60Hz
- Thermal protector standard on 5000-8000 lumen versions.
- L80 Calculated Life: >100k Hours (See Lumen Maintenance chart)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to 40°C (-40°F to 104°F) for HO and VHO. -40°C to 45°C (-40°F to 113°F) for SS. -40°C to 35°C (-40°F to 95°F) for SHO .
- Power factor: >0.90
- Input power stays constant over life.
- High-efficacy LEDs with integrated circuit board mount to the housing to maximize heat dissipation and promote long life.
- Driver components are fully encased in potting material for moisture resistance. Driver complies with FCC standards.

Warranty
- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsicorp.com/resources/terms-conditions-warranty/ for more information.

Listings
- Listed to UL 1598 and UL 8750
- Suitable For Damp Locations
- Meets Buy American Act requirements.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- IDA compliant with 3000K or lower color temperature.

Type:

XSPS LED Soffit Light

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: **XSPS S LED SS CW 120 GWT DFL**

Prefix	Distribution	Light Source	Drive Current	Color Temperature	Input Voltage	Finish	Lens	Options
XSPS - LED Soffit	**S** - Symmetric	**LED**	**SS** - 6,000 Lumens **HO** - 8,000 Lumens **VHO** - 8,000 Lumens **SHO** - 8,000 Lumens	**CW** - 5000K 80 CRI **NW** - 4000K 80 CRI **WW** - 3000K 80 CRI	**120** - 120V **208** - 208V **240** - 240V **277** - 277V **347** - 347V	**GWT** - Gloss White	**DFL** - Diffused Acrylic Lens	**CMT** - Channel Bar Mounting Kit **BB** - Emergency Battery Pack[1]

1 - Emergency Battery Pack only available on the SS - 4000 lumen version (120, 208, 240 & 277V versions).

PERFORMANCE

DELIVERED LUMENS

Lumen Package	Distribution	Lens Type	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
				Delivered Lumens	Efficacy	Bug Rating	Delivered Lumens	Efficacy	Bug Rating	Delivered Lumens	Efficacy	Bug Rating	
SS	S	DFL	80	3816	123	B2-U0-G1	4022	129	B2-U0-G1	3966	128	B2-U0-G1	31
HO	S	DFL	80	4756	120	B3-U0-G1	5011	127	B2-U0-G1	4941	125	B2-U0-G1	40
VHO	S	DFL	80	5733	116	B3-U0-G1	6041	124	B2-U0-G1	5957	122	B2-U0-G1	49
SHO	S	DFL	80	7539	113	B3-U0-G1	7965	119	B3-U0-G1	7853	118	B3-U0-G1	67

LEDs are frequently updated therefore values are nominal.

Electrical Data (Amps)*

Lumen Package	Wattage	120V	208V	240V	277V	347V
SS	31	0.26	0.15	0.13	0.11	0.09
HO	40	0.33	0.19	0.16	0.14	0.11
VHO	49	0.41	0.23	0.2	0.18	0.14
SHO	67	0.56	0.32	0.28	0.24	0.19

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

RECOMMENDED LUMEN MAINTENANCE

Ambient Temp C	Initial[1]	25K hrs.[1]	50K hrs.[1]	75K hrs.[2]	100K hrs.[2]
25 C	100%	95%	91%	86%	82%

1 - In accordance with IESNA TM-21-11. Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
2 - In accordance with IESNA TM-21-11. Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

Type:

XSPS LED Soffit Light

PHOTOMETRICS

Back to Quick Links

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.
For complete specifications and IES files, see website.

XSPS S LED HO NW DFL

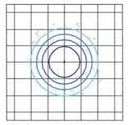
Luminaire Data

Type 5 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	5,011
Watts	39.5
Efficacy	127
IES Type	Type VS - Very Short
BUG Rating	B2-U0-G1

Zonal Lumen Summary

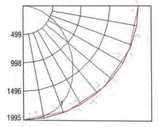
Zone	Lumens	%Luminaire
Low (0-30°)	1538	31%
Medium (30-60°)	2565	51%
High (60-80°)	826	16%
Very High (80-90°)	84	2%
Uplight (90-180°)	0	0%
Total Flux	5011	100%

ISO FOOTCANDLE PLOT



10' Mounting Height/10' Grid Spacing
5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



Type:

XSPS LED Soffit Light

PRODUCT DIMENSIONS

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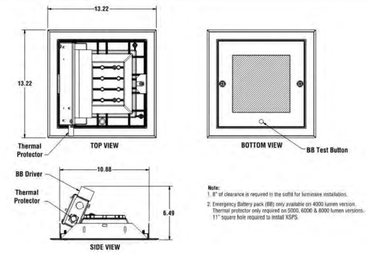


Note:
1. 8" of clearance is required in the soffit for luminaire installation.
2. Emergency Battery pack (BB) only available on 4000 lumen version. Thermal protector only required on 5000, 6000 & 8000 lumen versions.
11" square hole required to install SSPS.

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

20

K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_PH.dwg DeHoyos, Schuyler 12/13/2024 11:44 AM

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project:
Prepared By: Date: Type:

Mirada Large (MRL)

Outdoor LED Area Light

IP66

OVERVIEW	
Lumen Package	40,000 – 78,000
Wattage Range	286 – 648
Efficacy Range (LPW)	115 – 154
Weight lbs(kg)	60 (272)

QUICK LINKS: Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing, optical frame, and driver access cover.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 68 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, SW, FT, FTA, and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377.
- Minimum CRI of 70.
- Integral louver (IL) and house-side shield (IH) options available for improved backlight control without sacrificing street side performance. See page 5 for more details.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L90 Calculated Life: >100k Hours (See Lumen Maintenance on Page 4)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 65L and 78L lumen packages rated to +40°C.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls

- Optional integral passive infrared Bluetooth™ motion and photocell sensor (see page 5 for more details). Fixtures operate independently and can be commissioned via iOS or Android configuration app.
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see page 8 for more details).

Installation

- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment for installing/servicing.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes both B3 and B5 drill patterns for easy fastening of LSI products. (See drawing on page 8)

Warranty

- LSI LED Fixtures carry a 5-year warranty.

Listings

- Listed to UL 1598 and UL 8750.
- State of California Title 24 Compliant; with IMSBT, ALSC, or ALSCH Options.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K color temperature selection.
- Suitable for wet locations.
- IP66 rated Luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications are qualified.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Specifications and dimensions subject to change without notice.

Type:

Mirada Large Outdoor LED Area Light

Back to Quick Links

ORDERING GUIDE

TYPICAL ORDER EXAMPLE: MRL LED 40L SIL FTA L UNV DIM 50 70CRI ALSCS04 BRZ IL

Prefix	Lens	Lumen Package	Lens	Distribution	Orientation[2]	Voltage
MRL - Mirada Large	LED	40L - 40,000 lms 50L - 50,000 lms 65L - 65,000 lms 78L - 78,000 lms Custom Lumen Packages[1]	SIL - Silicone	2 - Type 2 3 - Type 3 SW - Type 5 Wide FT - Forward Throw FTA - Forward Throw Automotive AM - Automotive Merchandise	(Blank) - Standard L - Optics rotated left 90° R - Optics rotated right 90°	UNV - Universal Voltage (120-277V) HV - High Voltage (347 - 480V)

Driver	Color Temperature	Color Rendering	Controls	Finish	Options
DIM - 0-10v Dimming (10-100%)	50 - 5,000 CCT 40 - 4,000 CCT 30 - 3,000 CCT	70CRI - 70 CRI	(Blank) - None **Wireless Controls System** ALSC - AirLink Synapse Control System ALSCH1 - AirLink Synapse Control System High / Satellite with 12-20' Motion Sensor* ALSCH2 - AirLink Synapse Control System High / Satellite with 12-32' Motion Sensor* ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor* ALSCH04 - AirLink Synapse Control System Host / Satellite with 20-40' Motion Sensor* ALBC01 - AirLink Blue Wireless Motion & Photo Sensor Controller (8-24'mounting height)* ALBC02 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)* **Stand-Alone Controls** EXT - 0-10v Dimming leads extended to housing exterior CR7P - 7 Pin Control Receptacle ANSI C136.41* IMSBT1 - Integral Bluetooth® Motion and Photocell Sensor (8-24' MH)* IMSBT2 - Integral Bluetooth® Motion and Photocell Sensor (25-40' MH)* **Button Type Photocells** PCI120 - 120V PCI208-277 - 208-277V PCI347 - 347V	BLK - Black BRZ - Dark Bronze GMG - Gun Metal Grey GPT - Graphite NDY - Metallic Silver PLP - Platinum Plus SVG - Satin Verde Green WHT - White	(Blank) - None IH - Integral Houseside Shield* IL - Integral Louver (Sharp Spill Light Cutoff)*

Accessory Ordering Information[1]

Controls Accessories

Description	Order Number
Twist Lock Photocell (120V) for use with CR7P*	1205514
Twist Lock Photocell (208-277) for use with CR7P*	1205515
Twist Lock Photocell (347V) for use with CR7P*	1205516
Twist-Lock Photocell (480V) for use with CR7P*	1205180
AirLink 5 Pin Twist Lock Controller*	6814496
AirLink 5 Pin Twist Lock Controller*	6814410
Pole-Mounted Occupancy Sensor (PASV)*	6820340/LR
Shorting Cap for use with CR7P*	146028

Fusing Accessories[11]

Description	Order Number
Single Fusing (120V)	PA120
Single Fusing (120V)	PA277
Double Fusing (480V)	DPA480
Double Fusing (347V)	DPA347

Mounting Accessories[3]

Description	Order Number
Universal Mounting Bracket	6946190/LR
Adjustable Slip Fitter (3" - 3.5/8" Tenon)	6861385/LR
Quick Mount Pole Bracket (Square Pole)	6870730/LR
Quick Mount Pole Bracket (4.5" Round Pole)	6896900/LR
15 TR Quick Mount Pole Bracket (Square Pole)	6896905/LR
15 TR Quick Mount Pole Bracket (4.5" Round Pole)	6896955/LR
Wall Mount Bracket	3821320/LR
Wood Pole Bracket (6" Minimum Pole Diameter)	7512190/LR

Shielding & Miscellaneous Accessories

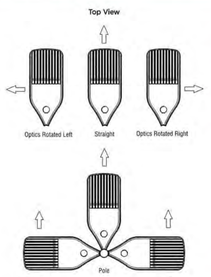
Description	Order Number
Integral Louver/(Sides)	7404168
Internal Houseside Shield	6864165
18' Linear Bird Spike Kit (4' Recommended per Luminaires)	7367185

FOOTNOTES:
1. Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2. Not available with SW distribution
3. Consult Factory for Site Layout
4. Not Available in HV
5. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store. Consult Factory for 347-480V.
6. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
7. Accessories are shipped separately and field installed.
8. Factory installed CR7P option required. See Options.
9. "CL/R" denotes finish. See Finish options
10. Only available with ALSC/ALSCH control options.
11. Fusing must be located in hand-hole of pole.

Type:

Mirada Large Outdoor LED Area Light

OPTICS ROTATION



ACCESSORIES/OPTIONS

Integral Louver (IL) and House-Side Shield (IH)

Accessory louver and shield available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (L) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate with the optical distribution.

Luminaire Shown with IMSBT & IL/IH Options



7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with CR7P



Type:

Mirada Large Outdoor LED Area Light

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PERFORMANCE

Delivered Lumens*

Lumen Package	Distribution	CRI	3000K CCT Delivered Lumens	3000K CCT Efficacy	3000K CCT BUG Rating	4000K CCT Delivered Lumens	4000K CCT Efficacy	4000K CCT BUG Rating	5000K CCT Delivered Lumens	5000K CCT Efficacy	5000K CCT BUG Rating	Wattage
40L	2	70	39770	139	B3-U0-G4	41255	144	B3-U0-G4	42884	150	B3-U0-G4	286
	3		40747	142	B3-U0-G4	42286	148	B4-U0-G4	43917	154	B4-U0-G4	
	SW		40392	141	B3-U0-G4	41901	147	B5-U0-G4	43533	152	B5-U0-G4	
	FT		40542	141	B4-U0-G4	41946	146	B4-U0-G5	43482	152	B4-U0-G5	
	FTA		40673	142	B4-U0-G4	42192	148	B4-U0-G4	43838	153	B4-U0-G4	
	AM		41923	143	B4-U0-G3	42347	148	B4-U0-G3	43998	154	B4-U0-G3	
50L	2	70	49872	132	B3-U0-G4	51216	137	B5-U0-G4	53213	142	B5-U0-G4	376
	3		50096	135	B4-U0-G5	52475	140	B4-U0-G5	54021	145	B4-U0-G5	
	SW		50545	134	B3-U0-G4	52018	139	B5-U0-G4	54047	144	B5-U0-G4	
	FT		50082	134	B4-U0-G5	51992	139	B4-U0-G5	53978	144	B4-U0-G5	
	FTA		50493	135	B5-U0-G4	52579	140	B5-U0-G4	54422	145	B5-U0-G4	
	AM		50689	135	B4-U0-G3	52572	140	B4-U0-G3	54422	146	B4-U0-G3	
65L	2	70	63338	172	B3-U0-G4	65466	177	B5-U0-G5	68253	182	B5-U0-G5	318
	3		64694	175	B5-U0-G5	67267	179	B5-U0-G5	69932	185	B5-U0-G5	
	SW		64303	174	B3-U0-G5	66702	179	B5-U0-G5	69324	134	B5-U0-G5	
	FT		64259	174	B5-U0-G5	66636	179	B5-U0-G5	69237	134	B5-U0-G5	
	FTA		64766	129	B5-U0-G5	67195	130	B5-U0-G5	69900	135	B5-U0-G5	
	AM		65005	135	B4-U0-G3	67432	130	B4-U0-G3	70060	130	B5-U0-G3	
78L	2	70	74867	115	B3-U0-G5	77456	120	B5-U0-G5	80478	124	B5-U0-G5	648
	3		74967	115	B5-U0-G5	77455	119	B5-U0-G5	80478	124	B5-U0-G5	
	SW		74519	114	B5-U0-G5	76782	118	B5-U0-G5	79777	133	B5-U0-G5	
	FT		73925	114	B5-U0-G5	76685	118	B5-U0-G5	79676	123	B5-U0-G5	
	FTA		74532	115	B5-U0-G5	77315	119	B5-U0-G5	80330	124	B5-U0-G5	
	AM		74805	115	B5-U0-G3	77599	120	B5-U0-G3	80625	124	B5-U0-G3	

*LEDs are frequently updated therefore values are nominal.

ELECTRICAL DATA (AMPS)*

Lumens	120V	208V	240V	277V	347V	480V
40L	2.38	1.38	1.19	1.03	0.82	0.60
50L	3.13	1.80	1.56	1.35	1.08	0.78
65L	4.32	2.49	2.16	1.87	1.49	1.08
78L	5.40	3.12	2.70	2.34	1.87	1.35

*Electrical data at 25°C (77°F). Actual wattage may differ by +/-10%

RECOMMENDED LUMEN MAINTENANCE*

Ambient	1kHrs[2]	25k[3]	50k[3]	75k[3]	100k[3]
0 C - 40C	100%	100%	97%	94%	92%

FOOTNOTES:
1. Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2. In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
3. In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

Type:

Mirada Large Outdoor LED Area Light

PHOTOMETRICS

Back to Quick Links

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

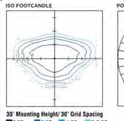
See https://www.lsicorp.com/product/mirada-large/ for detailed photometric data.

MRL-LED-65L-SIL-2-40-70CRI

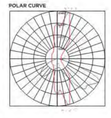
LUMINAIRE DATA	
Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	65,660
Watts	518
Efficacy	127
IES Type	Type II - Short
BUG Rating	B3-U0-G5

Zonal Lumen Summary		
Zone	Lumens	%Luminaire
Low (0-30)°	9,855	15%
Medium (30-60)°	47,006	72%
High (60-80)°	13,243	20%
Very High (80-90)°	580	1%
Uplight (90-180)°	0	0%
Total Flux	65660	100%

ISO FOOTCANDLE



POLAR CURVE

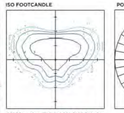


MRL-LED-65L-SIL-3-40-70CRI

LUMINAIRE DATA	
Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,307
Watts	518
Efficacy	130
IES Type	Type III - Short
BUG Rating	B4-U0-G5

Zonal Lumen Summary		
Zone	Lumens	%Luminaire
Low (0-30)°	6960	10%
Medium (30-60)°	31,977	48%
High (60-80)°	21,783	32%
Very High (80-90)°	727	1%
Uplight (90-180)°	0	0%
Total Flux	67,361	100%

ISO FOOTCANDLE



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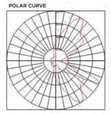
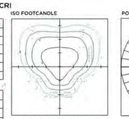


MRL-LED-65L-SIL-FT-40-70CRI

LUMINAIRE DATA	
Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	65,928
Watts	518
Efficacy	179
IES Type	Type IV - Short
BUG Rating	B4-U0-G5

Zonal Lumen Summary		
Zone	Lumens	%Luminaire
Low (0-30)°	9142	13%
Medium (30-60)°	31955	39%
High (60-80)°	23973	36%
Very High (80-90)°	1059	2%
Uplight (90-180)°	0	0%
Total Flux	66058	100%

ISO FOOTCANDLE



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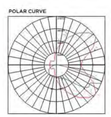


Type:

Mirada Large Outdoor LED Area Light

PHOTOMETRICS (CONT)

MRL-LED-65L-SIL-SW-40-70CRI

LUMINAIRE DATA	
Type SW Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	66,722
Watts	519
Efficacy	129
IES Type	Type VS - Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary		
Zone	Lumens	%Luminaire
Low (0-30)°	6319	10%
Medium (30-60)°	33193	50%
High (60-80)°	26806	40%
Very High (80-90)°	433	1%
Uplight (90-180)°	0	0%
Total Flux	66732	100%

ISO FOOTCANDLE

POLAR CURVE

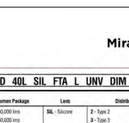


MRL-LED-65L-SIL-FTA-40-70CRI

LUMINAIRE DATA	
Type FTA Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,185
Watts	518
Efficacy	130
IES Type	Type I - Very Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary		
Zone	Lumens	%Luminaire
Low (0-30)°	14879	22%
Medium (30-60)°	39343	59%
High (60-80)°	12086	18%
Very High (80-90)°	874	1%
Uplight (90-180)°	0	0%
Total Flux	67183	100%

ISO FOOTCANDLE



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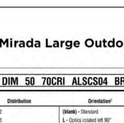
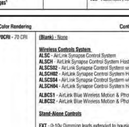


MRL-LED-65L-SIL-AM-40-70CRI

LUMINAIRE DATA	
Type AM Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,432
Watts	518
Efficacy	130
IES Type	Type III - Very Short
BUG Rating	B5-U0-G3

Zonal Lumen Summary		
Zone	Lumens	%Luminaire
Low (0-30)°	13837	9%
Medium (30-60)°	44854	43%
High (60-80)°	8162	44%
Very High (80-90)°	779	1%
Uplight (90-180)°	0	0%
Total Flux	67432	100%

ISO FOOTCANDLE



POLAR CURVE



Type:

Mirada Large Outdoor LED Area Light

PRODUCT DIMENSIONS

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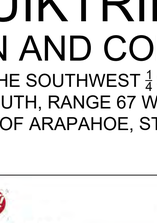

LUMINAIRE EPA CHART - MRL

EPA Degree	0	30	45	EPA Degree	0	30	45
Single	0.8	2.2	2.9	180°	2.0	3.8	4.5
0180°	1.6	2.2	2.9	90/270°	2.0	5.0	6.0
090°	1.2	3.0	3.7	090°	2.0	3.8	4.5

CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click the link below to learn more details about AirLink.

https://www.lsicorp.com/documents/datasheets/airlink-outdoor-specsheet.pdf

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click the link below to learn more details about IMSBT.

https://www.lsicorp.com/documents/datasheets/imsbt-specsheet.pdf

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components: Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click the link below to learn more details about AirLink Blue.

https://www.lsi-airlink.com/airlink-blue/

Type:

Mirada Large Outdoor LED Area Light

POLES & BRACKETS

LSI offers a full line of poles and mounting accessories to complete your lighting assembly. Aluminum and steel in both square and round shafts. In addition, LSI offers round tapered, fluted and hinge based poles. Designed and engineered for durability and protected with our oven baked DuraGrip Protection System. Also available with our DuraGrip+ Protection system for unmatched corrosion resistance and an extended warranty. American made in our Ohio facility with industry leading lead times.

Click the link below to learn more details about poles & brackets.

https://www.lsicorp.com/products/poles-and-brackets-area-street.aspx

BKA UMB CLR

The 3G rated UMB allows for seamless integration of LSI luminaires onto existing/ retrofit or new construction poles. The UMB was designed for square or round (tapered or straight) poles with two mounting hole spacings between 3.5" - 5".



BKA ASF CLR

The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a onto a 2" iron pipe, 2 3/8 OD tenon. The Adjustable Slip Fitter can be rotated 180° allowing for fitting LSI luminaires up to 45° and 90° when using a vertical tenon.



BKS PQMIS CLR

The Pole Quick Mount Bracket allows for for preset 15° uplift of LSI luminaires for greater throw of light and increased vertical illumination as well as fast installation onto poles with LSI's 3" or 5" bolt pattern.



BKS PQMH CLR

The Pole Quick Mount Bracket allows for tightning fast installation of LSI luminaires onto existing and new construction poles with LSI's B3 or B5 standard pole bolt patterns.





811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO. 096888046

DRAWING NAME 096888046_PH.DWG

21

K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_PH.dwg DeHoyos, Schuyler 12/13/2024 11:44 AM

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project:
Prepared By: Date: Type:

Mirada Medium Wall Sconce (XWM)

Outdoor Wall Sconce

IK08

OVERVIEW	
Lumen Range	3,000 - 21,000
Wattage Range	23 - 175
Efficacy Range (LPW)	125 - 158
Weight lbs(kg)	30 (13.6)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Hinged die-cast aluminum wiring access door located underneath.
- Galvanized-steel universal wall mount bracket comes standard with hinging mechanism to easily access the junction box wire connections without removing the luminaire.
- Optional pole-mounting bracket (XPMA) permits mounting to standard poles.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 30 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP65 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in Types 2, 3, and Forward Throw (FT) distributions.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K and 3000K color temperatures per ANSI C78.377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours
- Total harmonic distortion: <20%
- -3L to 12L operating temperature: -40°C to +50°C (-40°F to +122°F)
- 15L operating temperature: -40°C to +45°C (-40°F to +113°F).
- 18L operating temperature: -40°C to +40°C (-40°F to +104°F).
- 25L operating temperature: -40°C to +35°C (-40°F to + 95°F).
- Power factor: > .90
- Input power stays constant over life.
- Optional 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed via hinged door.
- Optional integral emergency battery pack provides 90-minutes of constant power to the LED system, ensuring code compliance. A test switch/indicator button is installed on the housing for ease of maintenance. The fixture delivers 1500 lumens during emergency mode.

Controls

- Integral passive infrared Bluetooth™ motion and photocell sensor options. Fixtures operate independently and can be commissioned via an iOS or Android configuration app. Updates and modifications to the control strategy are easily implemented via an intuitive app.
- LSI's AirLink™ Blue lighting control system is a simple feature rich wireless Bluetooth mesh network. The integrated fixture sensor module provides wireless control of grouped fixtures based on motion sensors, daylight or a fully customizable schedule.

Installation

- Universal wall mounting plate easily mounts directly to 4" octagonal or square junction box.
- 2 fasteners secure the hinged door underneath the housing and provide quick & easy access to the electrical compartment for installing/servicing.
- Optional terminal block accepts up to 12 ga wire.

Warranty

- LSI LED Fixtures carry a 5-year warranty.
- 1 Year warranty on Battery Back-up option.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K or lower color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet Locations.
- IP65 rated luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications when pole mounted (using optional XPMA bracket) or wall mounted.
- IK08 rated luminaire per IEC 60262 mechanical impact code
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Type:

Mirada Wall Sconce (XWM)

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDERING EXAMPLE: XWM 2 LED 6SL 30 UE BRZ ALSC

Family	Distribution	LED Technology	Lumen Package	Color Temperature	Voltage
XWM - Mirada Medium Wall Sconce	2 - Type 2 3 - Type 3 FT - Type 4 Forward Throw	LED	3L - 3,000 lm 4L - 4,000 lm 6L - 6,000 lm 8L - 8,000 lm 10L - 10,000 lm 12L - 12,000 lm 18L - 18,000 lm 21L - 21,000 lm Custom Lumen Package*	30 - 3000K 40 - 4000K 50 - 5000K AMB - Phosphor Converted Amber*	UE - Universal Voltage (120-277V) HVU - High Voltage (347-480V)

Finish	Controls (Choose One)	Options
BLK - Black BRZ - Dark Bronze GPH - Graphite Grey GRY - Graphite WHT - Textured White RUS - Preformed Rust DDB - Dark Sandy Brown MBR - Mimbro	**Motion/Controls** ALSC - AirLink Sensorless Control System ALSCBLE - AirLink Sensorless Control System with Bluetooth 5 LE® Mobile Gateway ALSCSCE - AirLink Sensorless Control System with 120 VAC Photocontrol ALSCSCE3 - AirLink Blue Wireless Motion & Photocell Sensor Controller (9-20' mounting height) ALSCSCE7 - AirLink Blue Wireless Motion & Photocell Sensor Controller (21-40' mounting height) **Standalone Controls** DIM - 0-10v Dimming Hook controls by housing customer IMSBT - Integral Bluetooth® Motion and Photocell Sensor (up to 20' mounting height)* IMSBTD - Integral Bluetooth Motion and Photocell Sensor max 21-40' mounting height)* **Button Type Photocells** PCCB - 120V PCUNV-277 - 208-277V PCHV - 347V	BP - Button & Quick-Lock (277V)* CMBU - Cold Weather Battery Backup (-22°F)* XPMA - Pole Mounting Bracket SPD - 10kV Surge Protection TB - Terminal Block

ACCESSORY ORDERING INFORMATION*

Description	Order Number	Description	Order Number
XWM Surface Mtg Adpt Box	DSXMSQA	HKSD - Single Fixing	HKSD*
45° Linear Vinyl Sunlite Arm (12" Recommended per Luminaire)	YSAQ	SFA - Double Fixing	SFA2SD
YA1SD - Single Fixing	YA1SD	XFA - Double Fixing (XWM)	SFA2SD
YA2TT - Single Fixing	YA2TT	SFA - Double Fixing (XWM)	SFAWSD

1. Units Available in UL Luminaire Packages. Consult factory for lead time and availability.
2. Not available in HVU.
3. Consult Factory for Side Lapmat.
4. IMSBT is field configurable via the CSI app that can be downloaded from your smartphone's native app store.
5. Fusing must be located in a hand hole for pole or in the junction box.
6. Custom lumen and wattage packages available must fall into a fixture, values are within industry standard tolerances but not SET listed.
7. Accessories are shipped separately and field installed.

Type:

Mirada Wall Sconce (XWM)

PERFORMANCE

Back to Quick Links

DELIVERED LUMENS*

Lumen Package	Distribution	CRI	3500K Delivered Lumens	3500K Efficacy	3500K BUG Rating	4000K Delivered Lumens	4000K Efficacy	4000K BUG Rating	5000K Delivered Lumens	5000K Efficacy	5000K BUG Rating	Wattage
3L	2	70	3178	136	B1-U0-G2	3368	144	B1-U0-G2	3355	143	B1-U0-G2	23
	3	70	3224	140	B1-U0-G2	3416	148	B1-U0-G2	3364	145	B1-U0-G2	
	FT	70	3060	132	B1-U0-G2	3569	145	B1-U0-G2	3294	142	B1-U0-G2	
4L	2	70	4250	139	B1-U0-G3	4483	147	B1-U0-G2	4400	145	B1-U0-G2	30
	3	70	4309	141	B1-U0-G3	4545	150	B1-U0-G2	4422	147	B1-U0-G2	
	FT	70	4206	139	B1-U0-G3	4458	147	B1-U0-G2	4395	144	B1-U0-G2	
6L	2	70	5725	134	B2-U0-G3	6254	142	B2-U0-G2	6076	140	B2-U0-G2	43
	3	70	6417	136	B2-U0-G3	6605	144	B2-U0-G2	6609	142	B2-U0-G2	
	FT	70	6250	134	B2-U0-G2	6666	142	B2-U0-G2	6557	139	B2-U0-G2	
8L	2	70	8066	128	B2-U0-G2	8854	155	B2-U0-G2	8583	151	B2-U0-G2	64
	3	70	8292	129	B2-U0-G2	8778	137	B2-U0-G2	8615	134	B2-U0-G2	
	FT	70	8120	126	B2-U0-G2	8605	134	B2-U0-G2	8461	132	B2-U0-G2	
12L	2	70	11767	146	B3-U0-G2	12918	161	B3-U0-G2	12507	156	B3-U0-G2	87
	3	70	11854	145	B3-U0-G2	12787	160	B2-U0-G2	12853	157	B2-U0-G2	
	FT	70	11737	145	B2-U0-G2	12886	160	B2-U0-G2	12749	154	B2-U0-G2	
15L	2	70	14622	142	B3-U0-G3	15625	145	B3-U0-G3	15324	142	B3-U0-G3	105
	3	70	14665	139	B2-U0-G2	15962	145	B2-U0-G3	15484	141	B2-U0-G3	
	FT	70	14522	139	B2-U0-G3	15952	144	B2-U0-G3	15759	150	B2-U0-G3	
18L	2	70	17403	164	B3-U0-G3	18284	170	B3-U0-G3	18065	165	B3-U0-G2	130
	3	70	17458	154	B3-U0-G3	18365	159	B3-U0-G3	18940	166	B3-U0-G2	
	FT	70	17259	153	B3-U0-G3	19292	158	B3-U0-G3	18845	164	B3-U0-G3	
21L	2	70	20388	157	B3-U0-G3	21563	152	B3-U0-G3	21059	150	B3-U0-G3	169
	3	70	20971	125	B3-U0-G3	22151	157	B3-U0-G3	22329	155	B3-U0-G3	
	FT	70	20275	126	B3-U0-G3	21869	159	B3-U0-G3	21911	156	B3-U0-G3	

*LEDs are frequently updated therefore values are nominal

ELECTRICAL DATA*

Lumen Package	120V	208V	240V	277V	347V	480V
3L	0.19	0.11	0.10	0.09	0.07	0.05
4L	0.25	0.15	0.13	0.11	0.09	0.06
6L	0.39	0.23	0.20	0.17	0.14	0.10
8L	0.54	0.31	0.27	0.23	0.19	0.13
12L	0.59	0.35	0.31	0.30	0.24	0.17
15L	0.87	0.50	0.44	0.38	0.31	0.22
18L	1.03	0.60	0.54	0.47	0.37	0.27
21L	1.24	0.72	0.62	0.56	0.46	0.34

*Electrical data at 25C (77°F). Actual wattage may differ by +/-10%.

DELIVERED LUMENS*

Lumen Package	Distribution	Amber Delivered Lumens	Amber Efficacy	Amber BUG Rating	Wattage
4L	2	1925	76	B1-U0-G2	25.5
	3	1935	76	B1-U0-G2	
	FT	1900	77	B0-U0-G2	

RECOMMENDED LUMEN MAINTENANCE (TL-8L)†

Ambient Temperature C	Initial‡	25K hrs.†	50K hrs.†	75K hrs.†	100K hrs.†
0 C - 25 C	100%	98%	95%	93%	90%

RECOMMENDED LUMEN MAINTENANCE (12L-21L)†

Ambient Temperature C	Initial‡	25K hrs.†	50K hrs.†	75K hrs.†	100K hrs.†
0 C - 25 C	99%	97%	95%	93%	91%

† - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2 - In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
‡ - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing times the IESNA LM-80-08 total test duration for the device under testing

Type:

Mirada Wall Sconce (XWM)

PHOTOMETRICS

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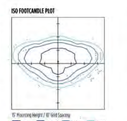
All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Mirada Wall Sconce (XWM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.

XWM-2-LED-6L-40

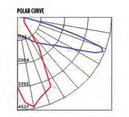
LUMINAIRE DATA

Type I Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,605
Watts	44.2
Efficacy	151
IES Type	Type III - Medium
BUG Rating	B2-U0-G2

ISO FOOTCANDLE PLOT



POLAR CURVE



Zonal Lumen Summary

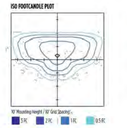
Zone	Lumens	%Luminaire
Low (0-30°)	801	12.4%
Medium (30-60°)	3918	60.5%
High (60-90°)	1641	38.1%
Very High (80-90°)	452	17%
Uplight (90-180°)	0.5	1.8%
Total Flux	6605	100%

XWM-3-LED-6L-40

LUMINAIRE DATA

Type I Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,605
Watts	44.2
Efficacy	151
IES Type	Type III - Medium
BUG Rating	B1-U0-G2

ISO FOOTCANDLE PLOT



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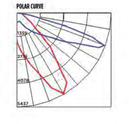


Zonal Lumen Summary

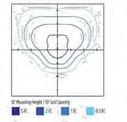
Zone	Lumens	%Luminaire
Low (0-30°)	1073	17%
Medium (30-60°)	3918.3	59.3%
High (60-90°)	1641	24.8%
Very High (80-90°)	967	15%
Uplight (90-180°)	0.5	0.1%
Total Flux	6605.2	100%

XWM-FT-LED-6L-40

LUMINAIRE DATA

Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,666
Watts	44.2
Efficacy	151
IES Type	Type IV - Short
BUG Rating	B1-U0-G2

ISO FOOTCANDLE PLOT



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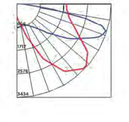

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30°)	770.6	11.5%
Medium (30-60°)	2924.9	43.7%
High (60-90°)	2,925.1	43.7%
Very High (80-90°)	1115	2.8%
Uplight (90-180°)	0.4	0.0%
Total Flux	6,815.9	100.0%

Type:

Mirada Wall Sconce (XWM)

PRODUCT DIMENSIONS

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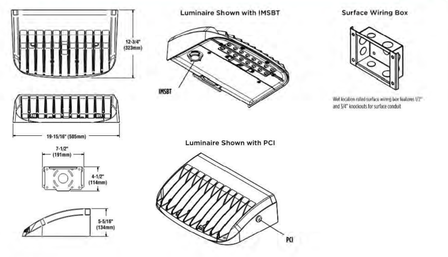

CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click here to learn more about AirLink.

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click here to learn more about IMSBT.

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components: Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click here to learn more about AirLink Blue.

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO. 096888046
DRAWING NAME 096888046_PH.DWG

22

K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_PH.dwg DeHoyos, Schuyler 12/13/2024 11:45 AM

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project: Type:
Prepared By: Date:

Scottsdale Vertex™ (SCV)

Petroleum Canopy Light

IP66



OVERVIEW	
Lumen Package (lm)	9,000 – 23,000
Wattage Range (W)	67 – 188
Efficacy Range (LPW)	109 – 154
Weight lbs (kg)	18.5 (8.4)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction
- Rugged low-profile die-cast aluminum housing, optical unit, and driver cover.
- Below canopy access to optical chamber and driver housing for serviceability.
- IP66 rated luminaire protects integral components from dust and water.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling.
- Four fasteners secure the door frame to housing. Door frame also provides quick and easy access to the electrical compartment for servicing.
- Shipping weight: 18.5 lbs in carton.

Optical System
- Symmetrical distribution utilizes a clear tempered flat glass lens to uniformly illuminate the area under the gas canopy.
- Combination Forward Throw distribution uses clear tempered flat glass and optical grade PMMA acrylic lens to create an industry leading unique distribution pattern to illuminate the area under the gas canopy and the area between the gas canopy and convenience store eliminating the need for extra floodlights.
- Available in 5000K, 4000K and 3000K color temperatures.
- Minimum CRI of 80.

Electrical
- High-performance factory programmable driver, features include over-voltage, undervoltage, short circuit and over temperature protection.
- Integral 6kV surge protection that meets IEEE C62.41.2 and ANSI C82.77-5 Location Category C Low standards.
- Additional field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 2).
- Total harmonic distortion: <20%.
- Operating temperature: -40°C to +50°C (-40°F to +122°F) when mounted to Steel/Aluminum surfaces for 10L, 13L, & 15L Lumen Packages, +45°C for 20L Lumen Package, and +35°C for 23L Lumen Package. If mounted to a non-metallic surface, reduce ambient by 5°C.
- Power factor: >0.90.
- High-efficacy LEDs are mounted to (4) circuit boards to maximize heat dissipation.
- Driver components are fully encased in potting material for moisture resistance. Driver complies with FCC standards.

Hazardous Location
- Designed for lighter than air fuel applications. Product is suitable for Class 1 Division 2 with all lumen packages and distributions only when properly installed per LSI installation instructions. Models with optional controls are not approved for Class 1, Division 2 applications.
  - Gas Groups A, B, C, and D - Group A: Acetylene / Group B: Hydrogen / Group C: Propane and Ethylene / Group D: Benzene, Butane, Methane & Propane.

Installation (Standard)
- Installs in a 12" or 16" deck pan.
- Four fasteners are provided for use in single deck steel canopies. Other suitable fasteners may be required and provided by others.
- Unit is designed to quickly retrofit into existing Scottsdale (4") hole.
- Aluminum locking collar and gasket are included and required for complete seal and support of canopy deck.
- Retrofit panels are available for existing Encore, Richmond, 2x2 Universal, and more.
- Direct mount to surface or recessed J box with hardware bracket kit ordered separately as an accessory.

Installation (RED/Mount)
- Patent pending 3 piece quick mounting system; components include collar, capsule and connector.
- Designed to reduce canopy penetrations and increase installation efficiency.
- Installs in 12" or 16" deck pan.

Warranty
- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsicorp.com/resources/terms-conditions-warranty/ for more information.

Listings
- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- State of California Title 24 Compliant with IMSBT option.
- DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- IDA compliant with 3000K or lower color temperature.

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

ORDERING GUIDE

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TYPICAL ORDER EXAMPLE:	SCV	LED	13L	SC	UNV	DIM	50	WHT	IMSBT2	REDI

Prefix	Light Source	Lumen Package	Distribution	Voltage	Driver	Color Temperature	Finish	Options	Mounting
SCV - Petroleum Canopy Luminaire	LED	10L - 10,000 Lumens 13L - 13,000 Lumens 15L - 15,000 Lumens 20L - 20,000 Lumens 23L - 23,000 Lumens Custom Lumen Packages[1] 23L - 25,000 Lumens SCFT - Combination Standard Symmetric and Forward Throw[2]	SC - Standard Symmetric	UNV - Universal Voltage (120-277VAC) HV - 347-480V	DIM - 0-10V Dimming[3]	30 - 3000K 40 - 4000K 50 - 5000K	WHT - White BLK - Black BRZ - Bronze	Blank - None ALBC51 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height) ALBC52 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height) IMSBT2L - Integral Bluetooth® Motion and Photocell Sensor (8 - 24' mounting height)[4] IMSBT2L - Integral Bluetooth® Motion and Photocell Sensor (25 - 40' mounting height)[4] RL - Hazardous Location Class 1 Div 2[5]	Blank - None REDI - RED/Mount integrated junction box system[6]

Need more information? Click here for our glossary.

Have additional questions? Call us at (800) 436-7800

ACCESSORY ORDERING INFORMATION

Part Number	Description
67542582	Retrofit Panel Kit - EC / ECTA / SCI in SCV, for 16" Deck Panel with Lanyer openings)
67601382	Retrofit Panel Kit - EC / ECTA / SCI in SCV, for 12" Deck Panel
67542682	Retrofit Panel Kit - RECI/Richmond to SCV
67542782	Retrofit Panel Kit - UNV Universal 2x2 to SCV
357282	Retrofit 2x2 Cover Panel Blank (no holes)
354762	Retrofit RC Cover Panel Blank (no holes)
5571359WHT	26" X 26" Beauty Plate Kit (with 4" Center hole)
5641669WHT	26" X 32" Beauty Plate Kit (with 4" Center hole)

Part Number	Description
6874613	Junction Box
1320540	Kit - Hole Plugs and Sealant (enough for 25 retrofits)
67625182WHT	Rectangular Top Plate Kit (includes top plate and sealant)
67545382	Surface Mount Box
68748282	Retrofit Kit - CBATOOLS to SCV
744353	Retrofit Kit for SCM/SCV to upgrade SC/SCR/EC/ECTA White
75227282	Bracket SCM/SCV Direct Mount with Hardware

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

PERFORMANCE

Back to Quick Links

Delivered Lumens*

Lumen Package	3000K CCT			4000K CCT			5000K CCT			Wattage
	Delivered Lumens	Efficiency	BUG Ratings	Delivered Lumens	Efficiency	BUG Ratings	Delivered Lumens	Efficiency	BUG Ratings	
10L	9,952	144	B5-U0-G1	9,929	148	B5-U0-G1	10,337	154	B5-U0-G1	67
13L	12,567	140	B5-U0-G1	12,927	144	B5-U0-G1	13,443	149	B5-U0-G1	90
15L	13,999	137	B5-U0-G1	14,399	141	B5-U0-G1	14,965	147	B5-U0-G1	102
20L	18,755	141	B4-U0-G1	19,598	147	B4-U0-G1	20,254	152	B4-U0-G1	133
23L	21,783	141	B4-U0-G2	22,406	145	B4-U0-G2	23,284	150	B4-U0-G2	155
23L (SCT)	20,866	131	B5-U0-G5	21,387	135	B4-U0-G5	23,101	123	B5-U0-G5	188

*LEDs are frequently updated therefore values are nominal.

Recommended Lumen Maintenance - SCV 25L SC[1]

Ambient Temperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
25	102%	97%	92%	88%	84%
30	102%	97%	92%	88%	84%
35	102%	97%	92%	88%	84%
40	102%	97%	92%	88%	84%
45	103%	95%	91%	86%	81%
50	101%	95%	90%	85%	80%

Recommended Lumen Maintenance - SCV 25 SCFT[1]

Ambient Temperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
25	105%	69%	73%	62%	52%
30	105%	69%	63%	47%	36%
35	105%	70%	47%	32%	23%

Recommended Lumen Maintenance - SCV 25 SC1

Ambient emperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
25	102%	97%	92%	88%	84%
30	102%	97%	92%	88%	84%
35	102%	97%	92%	88%	84%
40	101%	96%	91%	86%	82%

Electrical Data - Current draw in AMPS*

Lumen Package	Wattage	120V	208V	240V	277V	347V	480V
10L	67	0.56	0.32	0.28	0.24	0.19	0.14
13L	90	0.75	0.43	0.37	0.32	0.26	0.19
15L	102	0.85	0.49	0.42	0.37	0.29	0.21
20L	133	1.1	0.64	0.55	0.48	0.38	0.28
23L (SC)	155	1.29	0.75	0.65	0.56	0.45	0.32
23L (SCT)	188	1.57	0.9	0.78	0.68	0.54	0.39

*Electrical data at 25°C (77°F). Actual wattage may differ by +/-10%.

1. Lumen maintenance values at 25°C are calculated per TM-21 based on LM-80 data and in-situ luminaire testing.
2. In accordance with IESNA TM-21-11, Projected Values represent interpolated values based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the driver(s) under testing (ISTD) (i.e. 4hr powerged LED only).
3. In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the driver(s) under testing (ISTD) (i.e. the packaged LED chip).

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

PHOTOMETRICS

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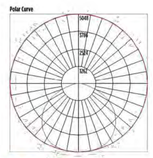
Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.
See the individual product page on https://www.lsicorp.com/ for detailed photometric data.

SCV-LED-15L-SC-50

Luminaire Data	
Wide Distribution	
Description	5000 Kelvins, 80 CRI
Delivered Lumens	15,410
Watts	103
Efficacy	150
IES Type	Type VS - Very Short
BUG Rating	B5-U0-G1

Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	4,335.5	28.6%
Medium (30-60°)	8,286.4	54.8%
High (60-80°)	2,748.8	17.8%
Very High (80-90°)	177.4	1.1%
Uplight (90-180°)	1	0.0%
Total Flux	15,410.2	100%

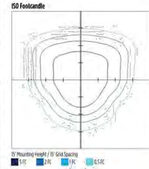




SCV-LED-23L-SCFT-50

Luminaire Data	
Wide Distribution	
Description	5000 Kelvins, 80 CRI
Delivered Lumens	24,364
Watts	163.5
Efficacy	149
IES Type	Type IV - Short
BUG Rating	B5-U0-G2

Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	4,368.4	17.9%
Medium (30-60°)	12,550.5	51.7%
High (60-80°)	6,966.6	28.6%
Very High (80-90°)	419.5	1.8%
Uplight (90-180°)	0	0.0%
Total Flux	24,304.9	100%





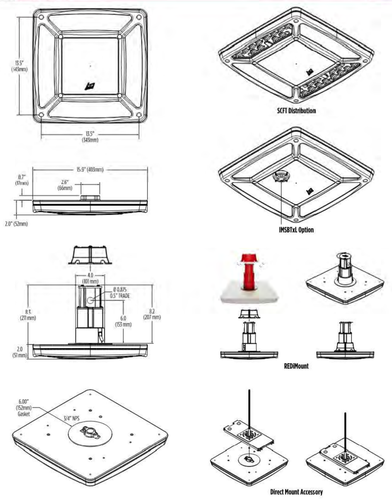
Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

PRODUCT DIMENSIONS

Back to Quick Links



Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

CONTROLS

Back to Quick Links

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT1L, IMSBT2L)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click here to learn more details about IMSBT1xL

AirLink Blue (ALBC, ALBCS1, ALBCS2)

Wireless Bluetooth Mesh Lighting Control System that provides energy savings, code compliance and enhanced safety/security. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into luminaires.

Click here to learn more details about AirLink Blue

RETROFIT KITS

Back to Quick Links

LSI Industries offers a full line of Retrofit Kits for existing Encore, Richmond, 2x2 Universal and many more older canopy luminaires.

Click here to learn more details on all our Retrofit Kits

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

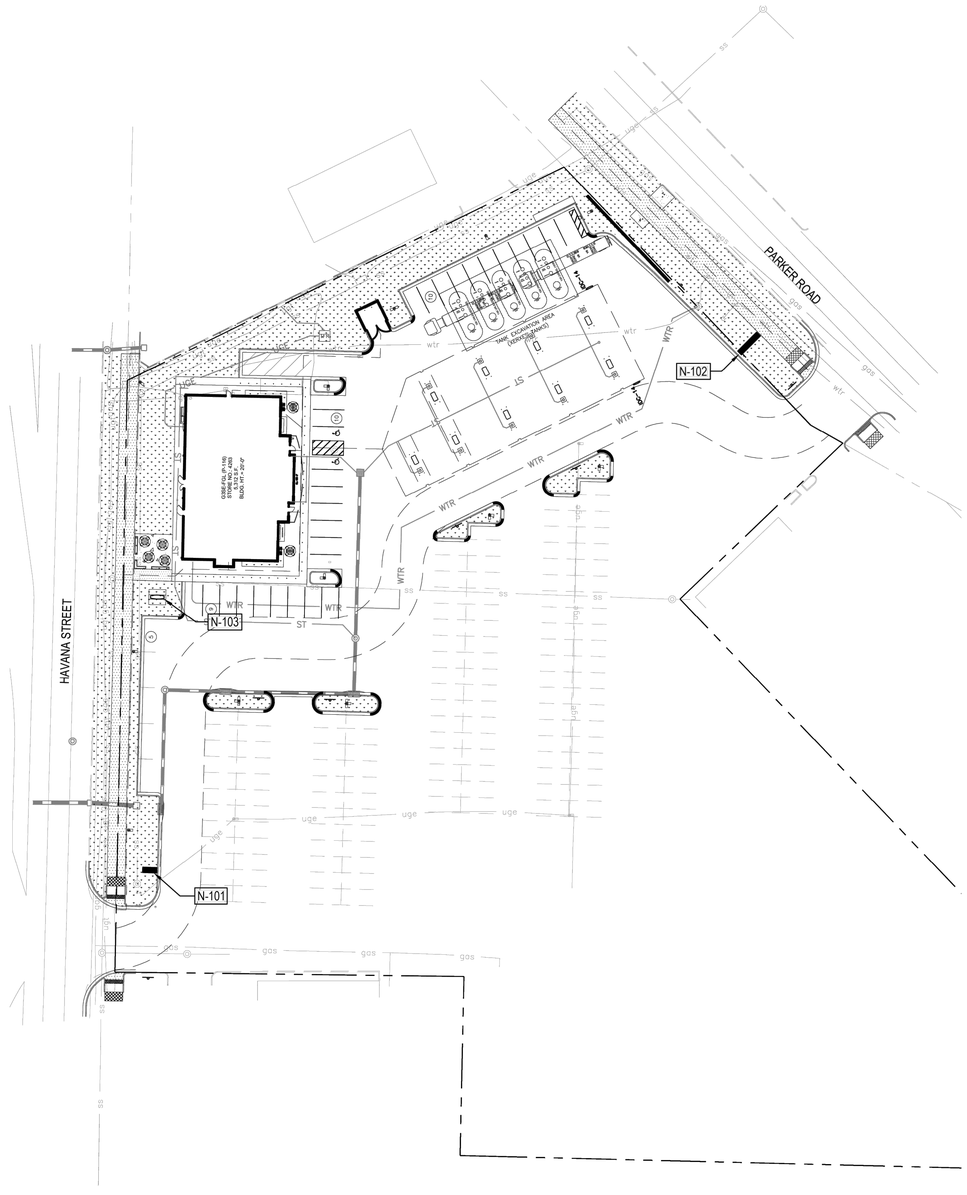
23

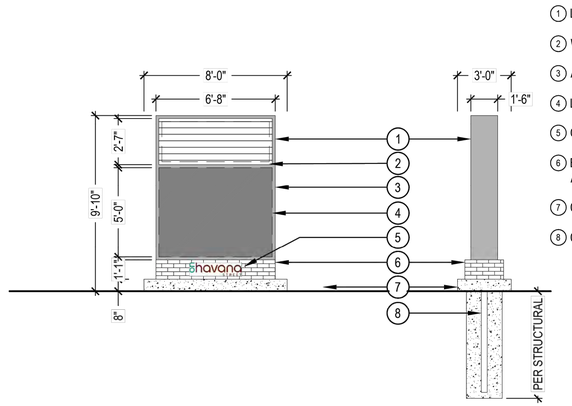
K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_PH.dwg DeHoyos, Schuyler 12/13/2024 11:45 AM

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

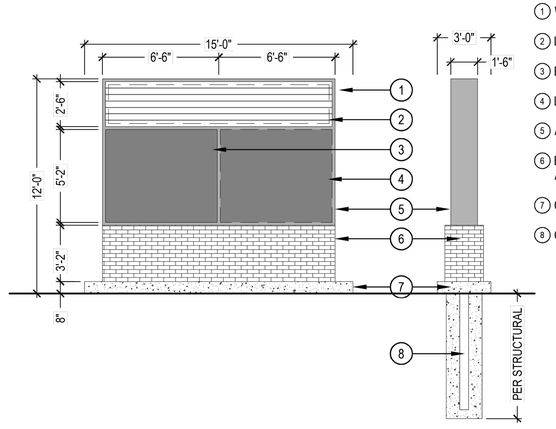
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO





1 MULTI-TENANT | HAVANA STREET

SCALE: 1/4" = 1'-0"



2 MULTI-TENANT SIGN | PARKER ROAD

SCALE: 1/4" = 1'-0"

SIGNAGE REQUIREMENTS

CODE	SIGN TYPE	SIGN CLASSIFICATION	STREET CLASSIFICATION	PERMITTED SIGN HEIGHT	PROPOSED HEIGHT	PERMITTED SIGN AREA	SIGN FACE PER SIDE	PROPOSED TOTAL SIGN FACE
N-101	SECONDARY MULTI TENANT - HAVANA ST	MONUMENT / MULTI-TENANT	ARTERIAL	12'	9'-10"	200 SF	54 SF	108 SF
N-102	SECONDARY MULTI TENANT - PARKER ROAD	MONUMENT / MULTI-TENANT	ARTERIAL	12'	12'	200 SF	62 SF	168 SF
N-103	PRIMARY SINGLE TENANT - HAVANA ST	MONUMENT / SINGLE-TENANT	ARTERIAL	N/A	20'	184.75 SF	N/A	N/A
								TOTAL: 276 SF

* ALL SIGNS MUST COMPLY WITH THE COA UNIFIED DEVELOPMENT ORDINANCE SIGN CODE SECTION: 146-4.10.5.

** SIGNS ARE PERMITTED VIA A SEPARATE PERMIT

NORRIS DESIGN
PEOPLE + PLACEMAKING

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SIGNAGE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_SN.DWG

24

K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_SN.dwg DeHoyos, Schuyler 12/13/2024 11:46 AM

November 8, 2024

City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

Re: ***Site Plan – Conditional Use Criteria for Approval***
QuikTrip 4263
Parker Road and Havana Street, Aurora, Colorado

To Whom It May Concern,

Kimley-Horn and Associates, Inc. is pleased to be submitting the Site Plan Package for the above-referenced project on behalf of QuikTrip Corporation (the "Site Developer"). In conjunction with the project, we are responding the Criteria for Approval, ensuring our Site will align with Aurora's requirements within Section 146-5.4.3.3.A.3.

General Project Information

The Site is located on Parker Road, situated in the southwest quarter of Section 26, Township 4 South, Range 67 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado.

The Site lies within a portion of an existing developed lot, with a Burger King to the north, and surrounded by mixed uses to the south such as Epic Mountain Gear and Advance Auto Parts with associated sidewalks, pavement, and parking. The total existing lot contains a total of ±4.834 acres, however the proposed improvements anticipate impacting approximately ±2.07 acres of the total site.

The proposed improvements consist of the demolition of the existing structure on the northern portion of the site to develop a new convenience store and gas station.

Conditional Use Criteria

It is understood that a gas station and convenience store is a Conditional Use under the current MU-C zoning designation. Below is a summary of the seven (7) conditional use criteria and descriptions of how the proposed site plan demonstrates compliance with the criteria.

1. The application complies with the applicable standards in the UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.
    - *Response: There is no approved Master Plan that includes the property, but the proposed development is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. The Site complies with the applicable standards in the UDO and City regulations per coordination with the City through the Pre-Application process. The Site proposes updated and accessible routes, ramps, and tree lawn improvements along Havana Street and Parker Road. There are no outstanding standards applied to the Site by a prior decision, ensuring that the proposed development complies with all applicable standards laid out.*

2. The application is consistent with the Comprehensive Plan
   - *Response: The proposed development is consistent with the Comprehensive Plan as the finished development will contribute to the economy with new jobs, improve mobility and transportation with a new detached sidewalk, which will provide accessible paths to and from the improved bus stop. This development will improve the existing condition by proposing more landscaping. These improvements will uplift the existing lot, aiding not only QuikTrip, but also the existing commercial businesses by aligning with Aurora's community principles and Comprehensive Plan.*

3. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surround area.
   - *Response: The proposed convenience store and fuel station will not negatively impact the density in this area and will actively serve the community while remaining compatible with the existing commercial stores within the Site's lot. A Traffic Study has been completed and accompanies the submittal package, confirming the Site does not create a negative impact and will be successfully incorporated into the roadway network. Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping. QuikTrip is committed to providing a high level of architecture design for both the proposed Convenience Store and Fuel Canopy, both structures will be compliant with the City UDO. The proposed landscaping on the QT is consistent with the City UDO and provides new detached sidewalks with tree lawns and a plaza area west of the building.*

4. The proposed use will not change the predominant character of the surrounding area
   - *Response: The zoning for the proposed site and surrounding properties is Mixed Use Corridor. As the Site proposes a convenience store and fuel station, QuikTrip will contribute to the commercial lot by offering high quality to-go food, sidewalks/paths and outdoor seating areas around the building. The other stores within the lot are commercial, selling a variety of products for consumption. Additionally, the existing store that QuikTrip is redeveloping is a restaurant; therefore, the proposed Site will not change the predominant character of the area and surrounding stores.*

5. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable
   - *Response: The proposed development will create an accessible path along both Parker Road as well as Havana Street, including accessible ramps connecting pedestrians to surrounding commercial stores as well as the existing bus stop that will see improvements through this development.*

6. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.
   - *Response: The proposed Site has agreements in place with the surrounding uses, agreeing to mitigate any dislocations of tenant, occupants of the property, or decreasing lot visits. This is achieved by not closing off access to the Site during construction. This will aid in the compliance*

with the Comprehensive Plan, allowing the economy to still grow as no store will be temporary closed or experience reduction in trip circulations due to closed access point construction.

7. The application mitigates any adverse impacts on the surrounding area to the degree practicable.
    - *Response: The proposed development mitigates impacts on the surrounding area by working and maintaining contact with the surrounding owners. The Site is a lease on land, so QuikTrip is in consistent contact with the lot's owners and integrates their feedback and concerns into the Site's production and construction. This allows for the development to lessen the impact it has on the surrounding commercial stores to a practical degree, and once complete, contributes to the lot's success by bringing in additional customers and travelers alike through the store's elevated interior, pedestrian outdoor seating, and lot improvements.*

We hope this CUP Criteria Letter aids in your review of the QuikTrip Site Plan submittal. We are excited to work with the City on this project and look forward to delivering a project that the City and this project team are extremely proud of.

If you have any questions or comments during your review, please do not hesitate to contact me at 303-228-2327 or shelby.madrid@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Shelby Madrid, PE,

City of Aurora
Planning Commission Case Report

Project Title: QUIKTRIP 4263 - CONDITIONAL USE AND SITE PLAN
Development Application Number: DA-1483-03
Case Numbers: 2000-6044-07, 2000-6044-08
Case Manager: James Schireman
Applicant: QuikTrip Corporation – Shelby Madrid
General Location: S Havana St to the West, S Parker Rd to the Northeast
Ward: IV

Project Summary:
The applicant's agent, Kimley Horn and Associates, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Rd. and S. Havana St. The subject property is located entirely within an MU-C zone district and is bordered by adjacent MU-C zoning to the north and south, with a small pocket of MU-OI zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed Quiktrip is located on a parcel that contains a multi-tenant commercial center, which will remain, while the now closed Sam's Diner restaurant in the Northwest corner will be demolished and replaced with the proposed Quiktrip use. Specifically, the QuikTrip will include an approximately 5,312-square-foot single-story convenience store, and a 9-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834 Acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and features accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Rd. and S Havana St. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The fueling station would operate 24 hours a day, 7 days a week. The facility would employ approximately 22 people, with 4 employees working per shift and 3 shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush-hour, specifically 6am-9am and 4pm-6pm.

Applicant's Requests:
Site Plan and Conditional Use Approval

Neighborhood Comments:
No neighborhood comments were received during the review process. Therefore, no neighborhood meeting was held.

Major Issues Discussed During Development Review:
- **Building Frontage and Site Layout**
- **Pedestrian Accessibility**
- **Vehicle Circulation**
- **Public Safety**
- **Havana St. Placemaking**

Results of Development Review:

Building Frontage and Site Layout
UDO §146-3.3.5.OO.9 describes the use specific standards for Motor Vehicle Fuel Dispensing Stations within the City of Aurora. Regarding building orientation and street frontage this section states: "When site constraints such as easements, floodplains, utilities, or others do not impact building placement, primary buildings shall front the street and fueling area canopies shall be set back behind buildings, and no street frontage buffers for building perimeters shall be required."

This site features a unique constraint in that it is bound by two major arterial streets to the East and West, making almost the entire site visible from the public right of way. In order to accomplish the intent of the section to the maximum extent practicable, staff coordinated with the applicant to identify how the fueling canopy could be sited behind the convenience store.

Ultimately, the convenience store was sited directly along S. Havana St. with the fueling canopy being largely screened from the west and north by the proposed convenience store and existing drive through restaurant, respectively. While the fueling canopy will be visible for a small 200' stretch along S. Parker Rd, staff found the existing multi-tenant building and ski-equipment store will help screen the canopy from the southeast. This approach allowed staff to determine this criterion as satisfied and eliminated the need for an adjustment.

Pedestrian Accessibility
Being located between two major arterial streets, the opportunity to enhance pedestrian connectivity described in §146-4.5.4.D was prioritized during the review process. While a mid-block crossing along the northern property line to connect Havana St. and Parker Rd. was not feasible due to grading requirements and the nearby fuel storage, the applicant plans to provide upgraded pedestrian accessibility to the convenience store and overall shopping center. Along Havana St. the site plan would connect the convenience store entrance with a public amenity space and upgraded detached sidewalk while on the Parker Rd. frontage the proposed plans would further enhance pedestrian access by providing a detached sidewalk and coordinating with RTD to provide an upgraded bus stop.

While frontage improvements help enhance pedestrian accessibility to the site, updates to the site's parking lot promote safe and consistent vehicular circulation, resulting in a safe environment for pedestrians hoping to use the convenience store. Overall, staff found the intent for this section satisfied, especially considering the auto-oriented nature of this use.

Vehicular Circulation
UDO §146-4.2.3.F.3 requires that the internal streets and parking lots within development containing multiple buildings be broken up into smaller internal blocks to prioritize safe vehicular circulation. While the former restaurant located at this site only utilized the northwest corner of the shopping center parking, the proposed fuel station and convenience store use will expand the area to occupy much of the north half of the property. Moreover, the largely auto oriented and short-term stay associated with the proposed use would increase vehicular traffic in the shopping center. Staff worked with the applicant to satisfy the requirements of this section along with landscaping requirements to place capping landscaped islands, resulting in apparent and separate for looking to refuel. The proposed site plan enhances vehicular circulation at the existing site and aims coordinate travel among all users, whether they are refueling, using the convenience store, or looking to shop at one of the surrounding retail uses.

Public Safety
In order to promote a safe environment for the 24 hour fueling station, staff reviewed the photometric plans to ensure the areas surrounding the building and fueling canopy were well lit, while new light poles were placed within parking lot island to help illuminate the parking lot. Extra plantings were also placed along the Havana

Street frontage to create a natural barriers and prevent informal footpaths from appearing behind the storefront and instead encouraging customers to use the well-lit areas in view of the store.

While user safety is paramount for a 24-hour use, the QuikTrip corporation demonstrated full compliance with state fueling safety standards in their environmental responsibility letter included as Exhibit E. By going above state and federal requirements regarding leaks detection, the site promotes public safety at the commercial level.

Havana St. Placemaking
Because this site sits near the southernmost end of the Havana St. Corridor, it acts as an impactful landmark to those leaving or departing the Havana Corridor. Moreover, because this site will receive users from both the Havana St. frontage and internal fueling area, staff applied the primary façade standards to both the east and west building elevations to enhance the overall architecture of the site. The streetscape was enhanced to align with the pedestrian friendly vision for the Havana Corridor by triggering condition of 1 of § 146-2.6.7.B.2, providing curbside landscape area, 10' detached walk, and landscape buffer. In addition, the proposed monument signs fronting along Havana feature the "On Havana" placemaking signage to unify this business with other users along the corridor, per §146-2.6.7.B.6

Summary of Staff Recommendation:
Staff recommends approval of the Site Plan as well as the conditional use proposed with this application.

Detailed Case Analysis

Public Notification: Legal notice appeared in the Aurora Sentinel on January 30th, 2025. The applicant has submitted certificates of mailing and public hearing notices to adjacent property owners, as well as pictures of the notice of public hearing sign posting.

Community Referrals: Referrals were provided to the following (15) registered neighborhood organizations within one mile of the project: TELEPGRAPH HILL II CONDOES, LITTLE TURTLE, RODEO DRIVE HOA, DAM EAST HOA, CHEROKEE I HOA, INNSBRUCK TH ASSOC, EASTRIDGE CIVIC ASSOCATION, PTARMIGAN PARK HOA, THE SHORES HOA, BERKSHIRE VILLAGE HOA, PEORIA PARK CIVIC ASSN, RAINTREE EAST, CLEAN, DAM WEST HOMEOWNERS ASSOCIATION, VILLAGE EAST NEIGHBORHOOD ASSOCIATION.

Conformance with Code Criteria:

1. Conditional Use Criteria
Per Section 146-5.4.3.A.3. the Conditional Use shall be approved, approved with conditions, or denied based on the following criteria:
(a) The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property. (b) The application is consistent with the Comprehensive Plan. (c) The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area. (d) The proposed use will not change the predominant character of the surrounding area. (e) The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable. (f) The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or

that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (g) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

The Conditional Use complies with the code criteria regarding adherence to applicable City Code and mitigation of ext. Therefore, the application as proposed:

- Complies with the standards of the UDO;
- Is consistent with the goals of the Commercial Hub Comprehensive Plan placetype;
- Is compatible with the surrounding development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

2. Site Plan Criteria

Per Section 146-5.4.3.B.2. the Site Plan shall be approved, approved with conditions, or denied based on the following criteria:
(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property. (b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable. (c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable. (d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers. (e) The application is compatible with surrounding uses in terms of size, scale and building façade materials. (f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

The Site Plan complies with the code criteria regarding design, circulation, landscaping, building architecture, and compatibility. Therefore, the application as proposed:

- Complies with the standards of the UDO:
- Is compatible with the surrounding development;
- Provides for high quality four-sided architecture;
- Mitigates negative external effects on nearby uses; and
- Establishes adequate vehicular and pedestrian circulation and connectivity.

Applicant Information:

Applicant: Kimley Horn and Associates
Owner: QuikTrip Corporation
Project Manager: Jessica Glavas & Shelby Madrid

Exhibits:

Exhibit A - Vicinity Map
Exhibit B - Letter of Introduction
Exhibit C - Site Plan
Exhibit D - Response to Conditional Use Criterion
Exhibit E – Environmental Responsibility Letter

Project Statistics:

Land Use Analysis

Item	Existing	Permitted or Required	Proposed
Zoning	MU-C (Mixed-Use Corridor)	N/A	No Change
Land Use	Restaurant	Proposed Use Permitted with Conditional Use Approval	Motor Vehicle Fuel Dispensing Station and Convenience Store
Parcel Size	4.834 acres	N/A	1.288 acres improved
% Hard Surface Area	N/A	N/A	70%
% Landscape Area	N/A	N/A	31%
% Building Coverage	N/A	N/A	24%
Building Height	N/A	75 feet	22.5’ feet
Total Sign Area	N/A	Per City Code	184.5’ sf
Number of On-Site Parking Spaces	N/A	22 Traditional Vehicle Stalls 2 Accessible Stalls	32 Traditional Vehicle Stalls 2 Accessible Stalls

Surrounding Properties

Direction	Zoning	Actual Use
North	MU-C (Mixed-Use Corridor)	Drive-through Restaurant (Burger King)
East 1	MU-OI (Mixed-Use Office & Institutional)	Offices (Havana Parker Office Center)
East 2	MU-C (Mixed-Use Corridor)	Multi-Tenant Retail Building
South	MU-C (Mixed-Use Corridor)	Multi-Tenant Retail and Epic Mtn Gear
West	City of Denver OS-A (Open Space Public Parks)	Babi Yar Park

Staff Recommendation:

Agenda Item 8a: Conditional Use
Recommend approval of the Conditional Use because the proposal complies with the criteria in Section 146-5.4.3.A.3. for the following reasons:

- Complies with the standards of the UDO;
- Is consistent with the goals of the Commercial Hub Comprehensive Plan placetype;
- Is compatible with the surrounding development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

Agenda Item 8b: Site Plan
Approve Site Plan because the proposal complies with the requirements of Code Section 146-5.4.3.B.2 of the Unified Development Ordinance for the following reasons:

- Complies with the standards of the UDO:
- Is compatible with the surrounding development;
- Provides for high quality four-sided architecture;
- Mitigates negative external effects on nearby uses; and
- Establishes adequate vehicular and pedestrian circulation and connectivity.

Approval to be subject to the following condition:

1. Resolution of outstanding technical issues prior to recordation of the site plan and issuance of any building permits.

Planning and Zoning Commission

Planning and Business Development Department

Planning and Zoning Commission
City of Aurora

THE REGULAR MEETING WILL START AT 6:10 PM

TO SPEAK ON AN AGENDA ITEM PLEASE SIGN UP:

- Please use this QR code to complete the Speaker Sign-Up Form:
- If you have already completed the form, no further action is necessary.

For more information: https://auroragov.org/PC
OR search for “City of Aurora Planning Commission” on your web browser.

Please make sure your home or computer microphone is on mute, unless you are speaking. The Planning and Zoning Commission meeting is a quasi-judicial hearing. There is no swearing-in of those who will give testimony, but it is presumed that all parties are telling the truth. When addressing the commission, please state your name and address for the record.

For each agenda item, there will be an initial presentation by city staff. Afterward, commissioners may ask questions of staff. Discussion of agenda items, by Commissioners, will be conducted only following a motion and a second.



Following the staff presentation, the applicant, or their representative, may choose to make a presentation, or answer questions. The applicant will have 10 minutes for their presentation. Commissioners may ask questions.

Members of the public, that have signed up to speak, will each have 3 minutes to speak on the agenda item during this public comment period. It is asked that only new information be presented; the same arguments should not be repeated. Commissioners may ask questions of the public, following their comments. After public comments, the applicant will have 5 minutes to address public comments. Commissioners may ask questions of the applicant.



The chair will ensure all commissioners have no further questions of the applicant or staff. The chair will then call for the question. After a motion has been made and seconded, the commissioners will then discuss the case amongst themselves.

After the discussion, the chair will call the question. Commissioners are finders of fact and will vote based on their evaluation of the evidence presented, as compared to Code Section 146.



All rulings by the Planning Commission are normally final. Exceptions are zoning map amendments, zoning code amendments, and comprehensive plan amendments that need City Council approval. Decisions by the Commission can be appealed to City Council by presenting a written appeal to the City Manager within ten calendar days of the public hearing. City Council also has the discretion to call up any case whether an appeal has been made.

Notices for this virtual meeting were published, posted to the city website, and the development projects were posted with signs on the properties. Notices were also mailed to adjacent landowners per city requirements.



AGENDA

Regular Meeting of the Planning and Zoning Commission

February 12, 2025, 5:00 pm
VIRTUAL MEETING

1. **Study Session - Planning and Zoning Commission 5:00 p.m. - No Study Session Scheduled**
2. **Regular Meeting - Call to Order 6:10 p.m.**
3. **Roll Call**
4. **Pledge of Allegiance**
5. **Approval of the Planning Commission Minutes**
   - 5.a **Draft January 22, 2025 Planning and Zoning Commission Minutes**
6. **Adoption of Agenda**
7. **Consent Agenda**
8. **General Business**
   - 8.a **QuikTrip 4263 - Conditional Use - Project Number 1810914 - Ward IV**

     CASE MANAGER: James Schireman APPLICANT: QuikTrip Corporation
     Development Application: DA-1483-03 Case Number(s): 2000-6044-08
     General Location: S Havana Street to the west, S Parker Road to the northeast
   - 8.b **QuikTrip 4263 - Site Plan - Project Number 1810914 - Ward IV**

     CASE MANAGER: James Schireman APPLICANT: QuikTrip Corporation
     Development Application: DA-1483-03 Case Number(s): 2000-6044-07
     General Location: S Havana Street to the west, S Parker Road to the northeast
9. **Public Invited to be Heard (non-agenda related issues)**
10. **Commissioner Comments/Miscellaneous Items of Business**
11. **Reports**
    - 11.a **Report by Planning Division Manager**
    - 11.b **Report by City Attorney**
12. **Adjournment**

Project Name: Quiktrip 4263

Project No: DA-1483-03
Public Hearing
Aurora Planning & Zoning Commission
February 12, 2025

Request

- Site Plan and Conditional Use Approval for a vehicle fueling station and convenience store in the MU-C district.

- Applicant: Kimley Horn & Associates
- Owner: Quiktrip
- Current Zoning: Mixed-Use Corridor (MU-C)

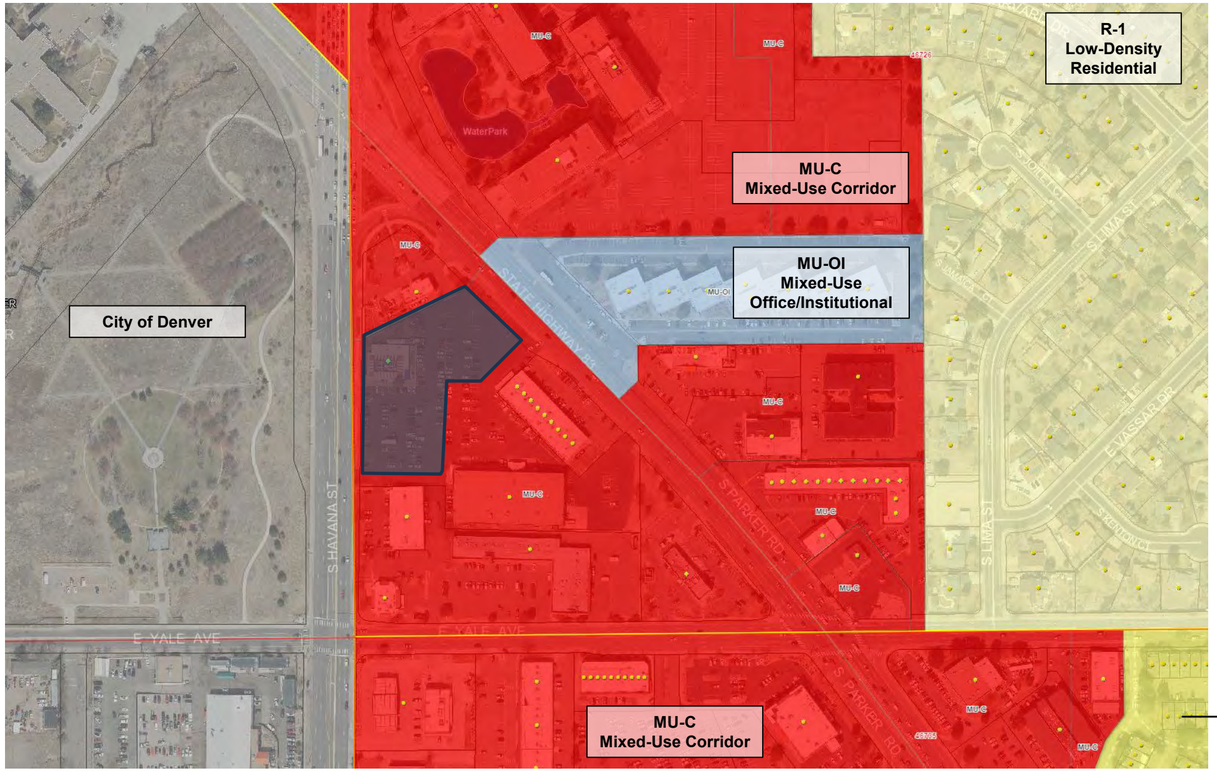
Vicinity Map



Aerial Map



Zoning Map


City of Denver
MU-C
Mixed-Use Corridor
MU-OI
Mixed-Use
Office/Institutional
R-1
Low-Density
Residential
MU-C
Mixed-Use Corridor
R-2
Medium-
Density
Residential
S HAVANA ST
E YALE AVE
S PARKER RD
S DIRECTA
S LIMA ST
E VASSAR DR
WaterPark

Site Photo – East Facing View



Site Photo –North Facing View



Site Photo – South Facing View



Site Photo – West Facing View



Community Response

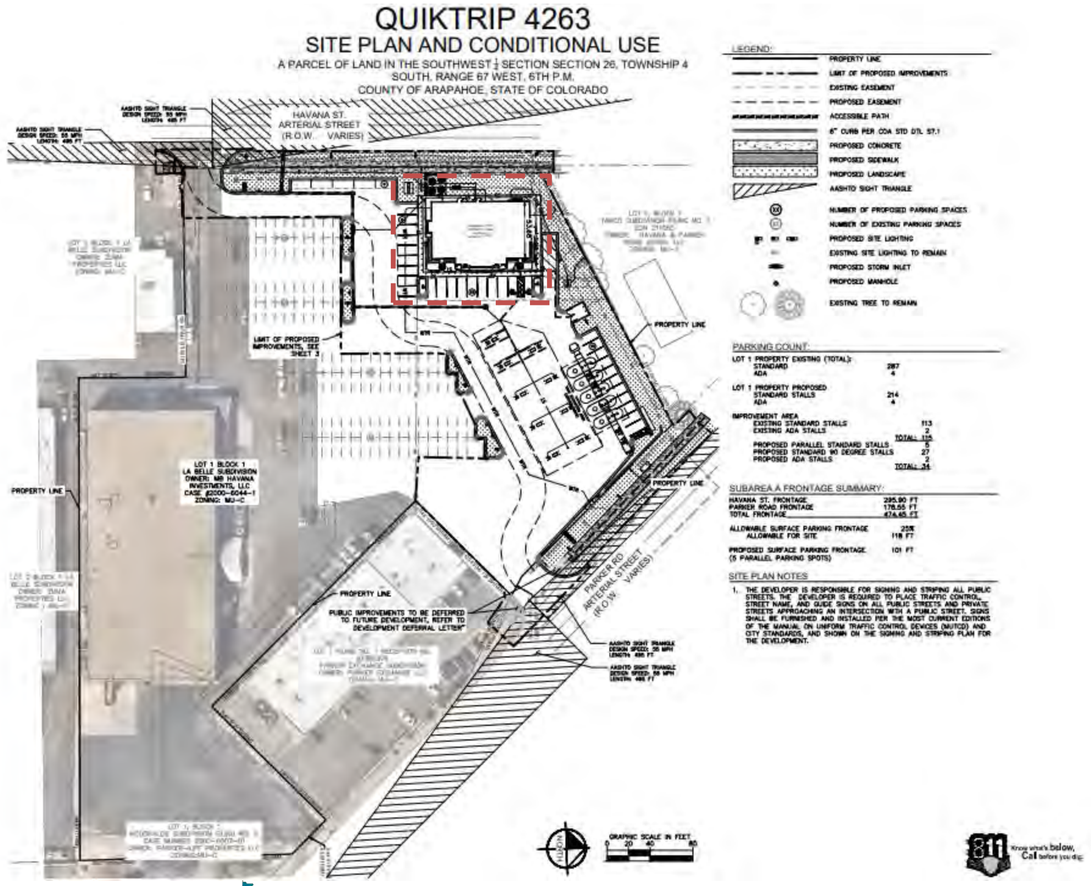
7 adjacent property owners and 15 registered neighborhood organizations were notified.

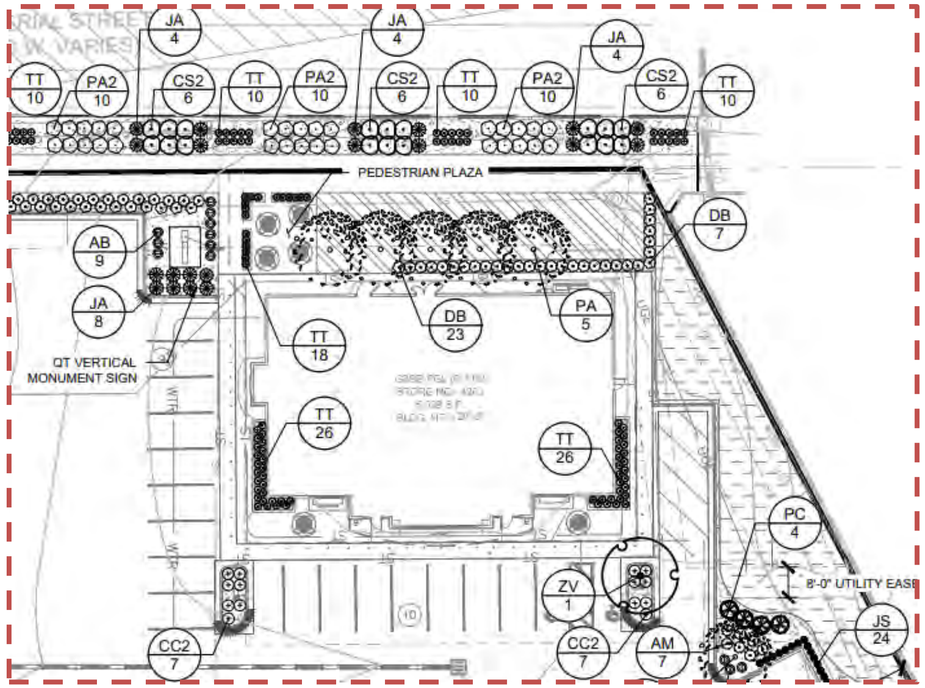
A neighborhood meeting was not held.

Notice of Hearing Boards and Mailings were posted and sent.

A comment from an HOA rep was received yesterday. The Case Planner responded to the nearby HOA rep. No comments were received during review.

Site Plan

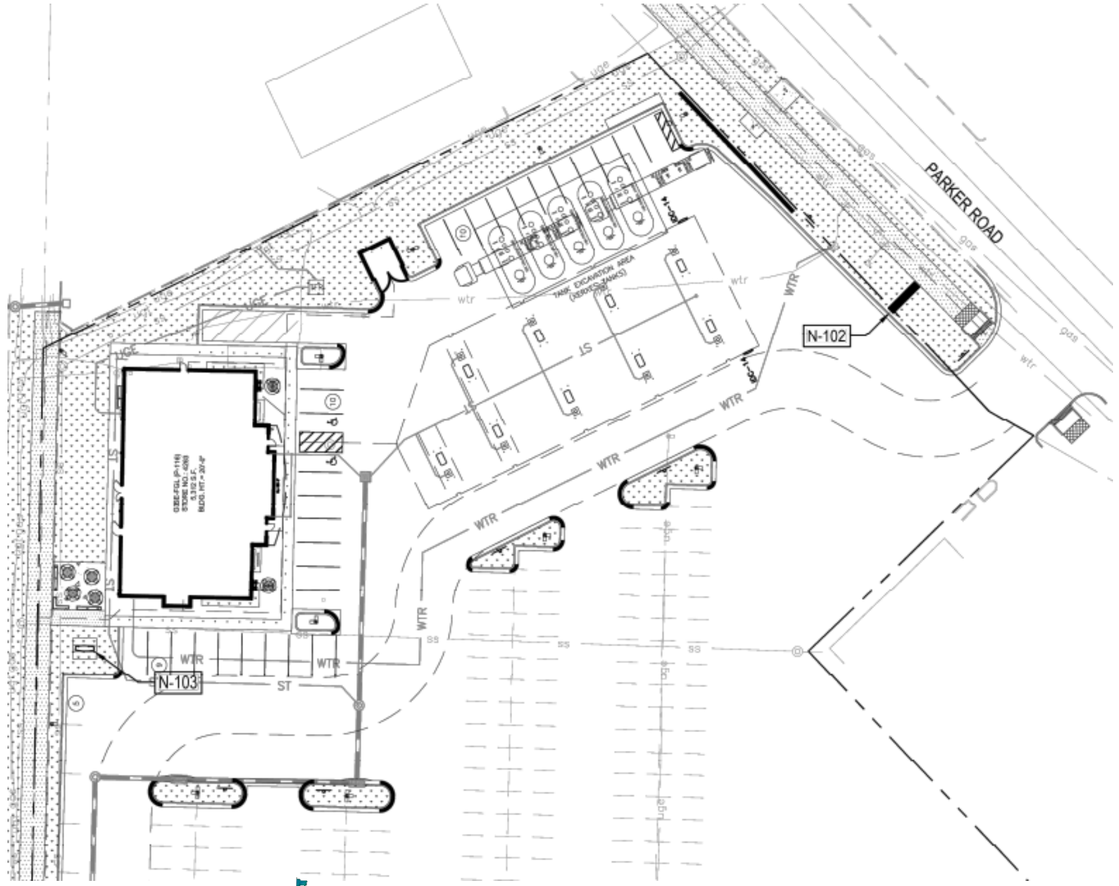

QUIKTRIP 4263
SITE PLAN AND CONDITIONAL USE
A PARCEL OF LAND IN THE SOUTHWEST ¼ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO
HAVANA ST.
ARTERIAL STREET
(R.O.W. VARIES)
PARKER RD
ARTERIAL STREET
(R.O.W. VARIES)
LIMIT OF PROPOSED IMPROVEMENTS, SEE SHEET 2
PROPERTY LINE
LOT 1 BLOCK 1
LA BELLE SUBDIVISION
OWNER: MR HAVANA INVESTMENTS, LLC
CASE #2000-6044-1
ZONING: MU-C
PUBLIC IMPROVEMENTS TO BE DEFERRED TO FUTURE DEVELOPMENT, REFER TO DEVELOPMENT DEFERRAL LETTER
AASHTO SIGHT TRIANGLE DESIGN SPEED: 30 MPH LENGTH: 400 FT
GRAPHIC SCALE IN FEET
0 20 40 80
811 Know what's below. Call before you dig.
LEGEND:
PROPERTY LINE
LIMIT OF PROPOSED IMPROVEMENTS
EXISTING EASEMENT
PROPOSED EASEMENT
ACCESSIBLE PATH
6" CURB PER COA STD D7L ST.1
PROPOSED CONCRETE
PROPOSED SIDEWALK
PROPOSED LANDSCAPE
AASHTO SIGHT TRIANGLE
NUMBER OF PROPOSED PARKING SPACES
NUMBER OF EXISTING PARKING SPACES
PROPOSED SITE LIGHTING
EXISTING SITE LIGHTING TO REMAIN
PROPOSED STORM INLET
PROPOSED MANHOLE
EXISTING TREE TO REMAIN
PARKING COUNT:
LOT 1 PROPERTY EXISTING (TOTAL): 287
STANDARD 4
ADA
LOT 1 PROPERTY PROPOSED 214
STANDARD STALLS 4
ADA
IMPROVEMENT AREA
EXISTING STANDARD STALLS 113
EXISTING ADA STALLS 2
TOTAL: 115
PROPOSED PARALLEL STANDARD STALLS 5
PROPOSED STANDARD 90 DEGREE STALLS 27
PROPOSED ADA STALLS 2
TOTAL: 34
SUBAREA A FRONTAGE SUMMARY:
HAVANA ST. FRONTAGE 295.90 FT
PARKER ROAD FRONTAGE 178.55 FT
TOTAL FRONTAGE 474.45 FT
ALLOWABLE SURFACE PARKING FRONTAGE 25% 118 FT
PROPOSED SURFACE PARKING FRONTAGE 101 FT
(5 PARALLEL PARKING SPOTS)
SITE PLAN NOTES
1. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.


PEDESTRIAN PLAZA
QT VERTICAL MONUMENT SIGN
JA 4
TT 10
PA2 10
CS2 6
DB 7
AB 9
JA 8
DB 23
PA 5
TT 18
TT 26
PC 4
ZV 1
CC2 7
AM 7
JS 24
8'-0" UTILITY EASE

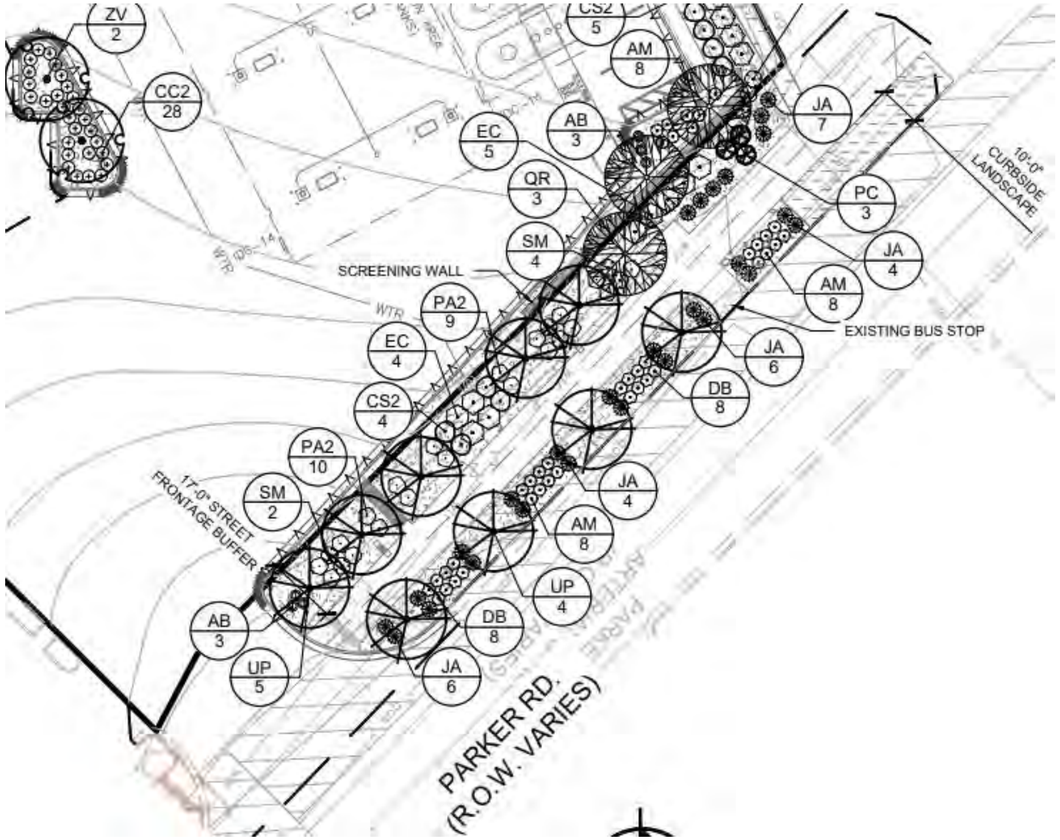
Issues Resolved

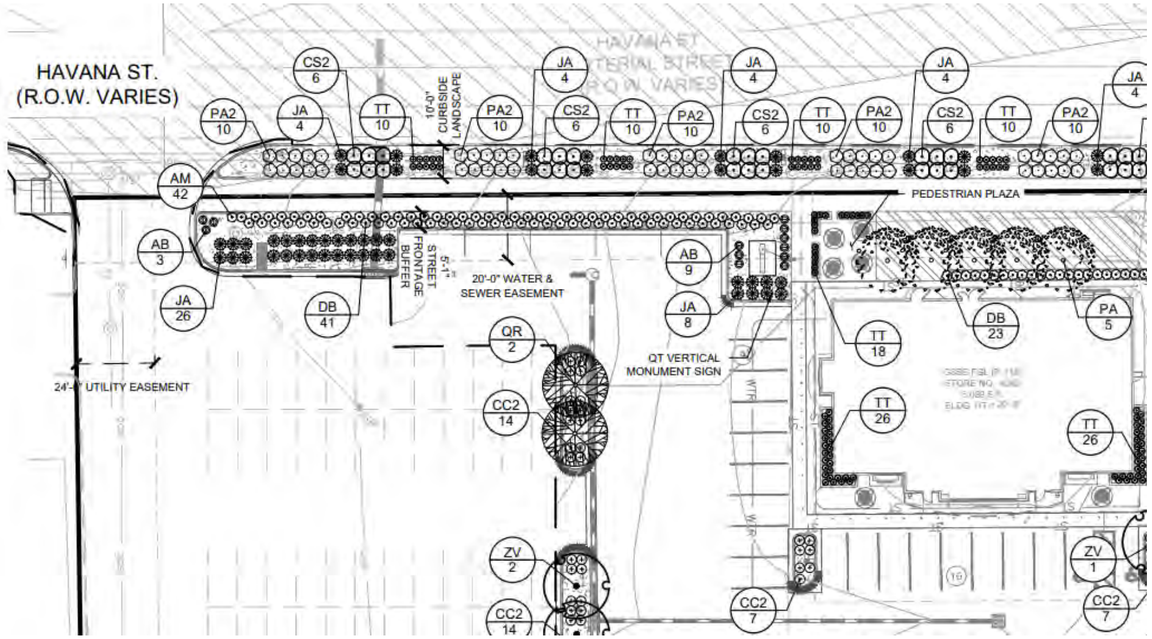
- Building Frontage and Site Layout
- Pedestrian Accessibility
- Vehicle Circulation
- Public Safety
- Havana St. Placemaking

Building Frontage and Site Layout

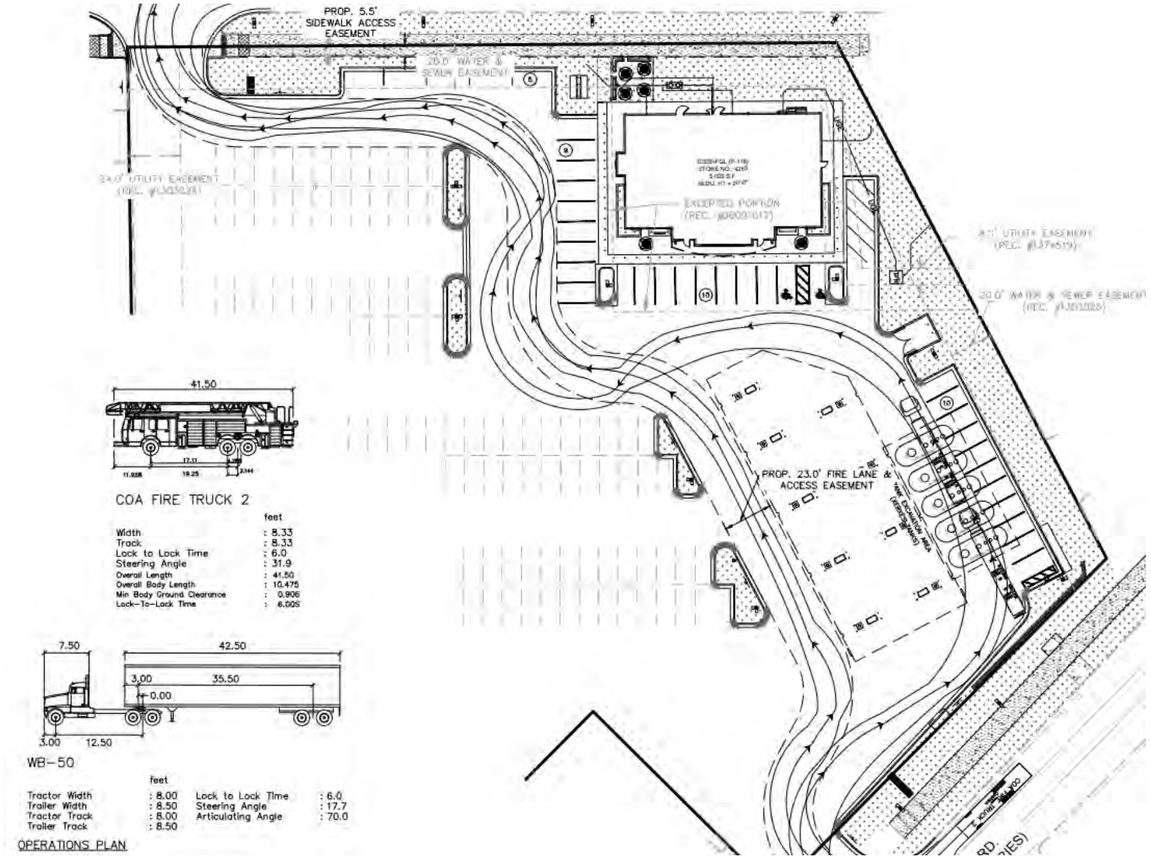


Pedestrian Accessibility

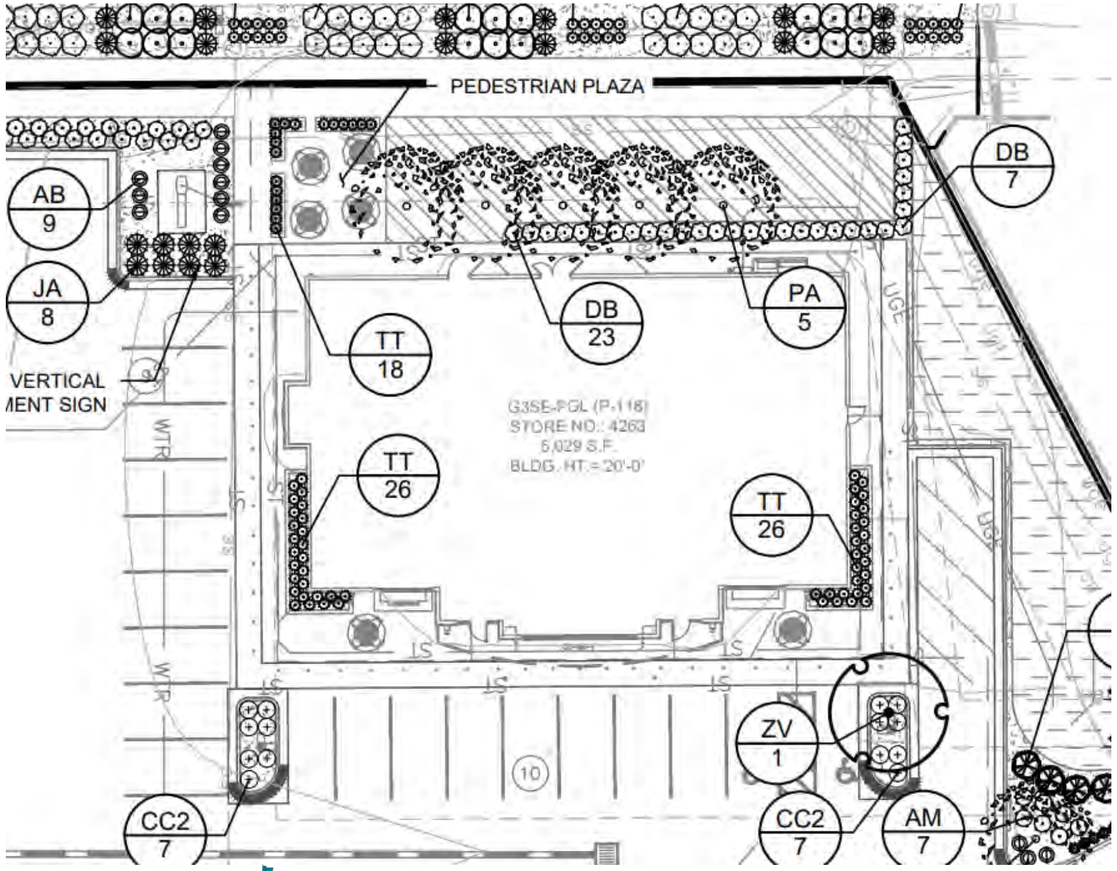




Vehicle Circulation

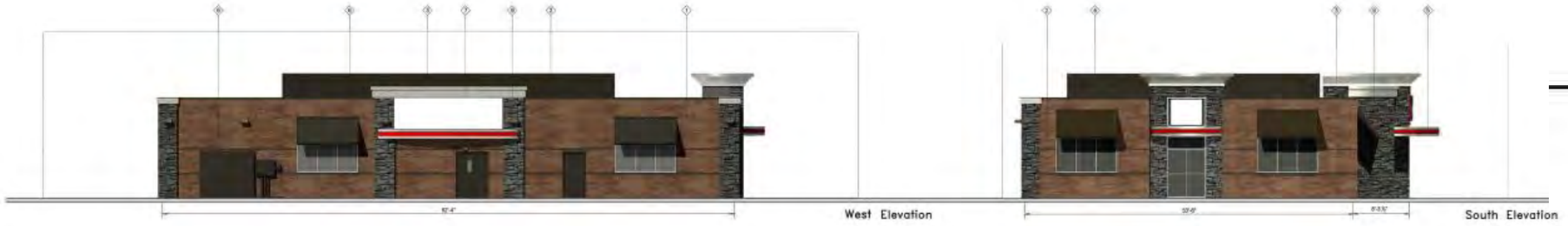


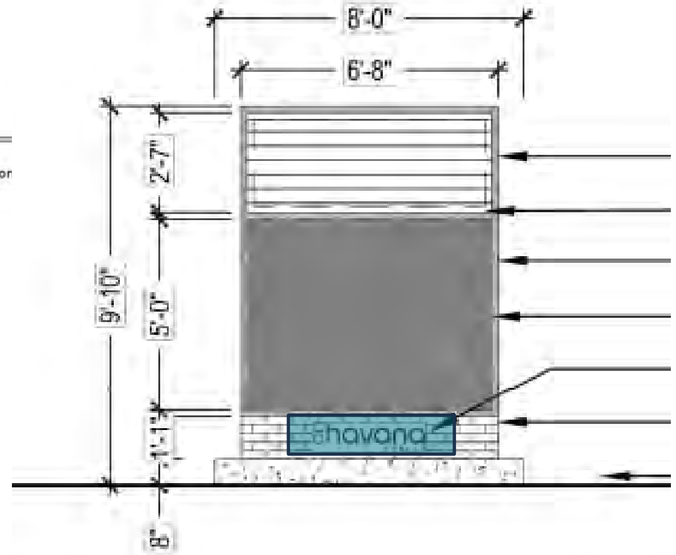
Public Safety



Havana St. Placemaking







Conditional Use Approval Criteria

In compliance with the City of Aurora Zoning Code, Sec. 5.4.3.A.3, Conditional Use:

- The conditional use complies with the applicable standards of the UDO;
- The application is consistent with the Comprehensive Plan “Commercial Hub” Placetype;
- The application is compatible with adjacent and nearby development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

Site Plan Approval Criteria

In compliance with the City of Aurora Zoning Code, Sec. 146-5.4.3.2.B.c, Site Plan:

- The site plan complies with the applicable standards of the UDO and the Aurora Places Comprehensive Plan;
- The application is compatible with adjacent and nearby development;
- The application provides for high quality four-sided building architecture;
- The proposal mitigates negative external effects on nearby uses and;
- Establishes adequate vehicle and pedestrian circulation and connectivity



Staff Findings

Agenda Item 8a

City of Aurora UDO, Section 146-5.4.3.A.3, Conditional Use

- Recommend Approval

Agenda Item 8b

City of Aurora UDO, Section 146-5.4.3.B.2.c, Site Plan

- Recommend Approval with conditions
- Condition #1: Resolution of all outstanding technical issues prior to recordation of the Site Plan and issuance of any building permits.

Planning and Zoning Commission
February 12, 2025

Commissioners Present	**Garrett Walls** **Becky Hogan** **Robert Gaiser** **Sonda Banka** **Gayle Jetchick** **Melvin Bush**
Commissioners Absent	**Robert Roth**

Commissioner Roth left the meeting at 6:14 pm.

1. **Study Session – 5:00 p.m. – No Study Session Scheduled**

2. **Regular Meeting – Call to Order 6:10 p.m.**

3. **Roll Call**

4. **Pledge of Allegiance**
   Not Conducted Due to Virtual Meeting

5. **Approval of the Planning Commission Minutes**
   5.a. January 22, 2025, Draft Minutes
   A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER JETCHICK TO APPROVE THE MINUTES AS SUBMITTED.

   MINUTES APPROVED UNANIMOUSLY.

6. **Adoption of Agenda**
   A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER HOGAN.

   MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 8ab WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

   MOTION PASSED UNANIMOUSLY.

7. **Consent Agenda**
   Not Conducted Due to Lack of Items.

8. General Business

8ab. QUICKTRIP 4263 – CONDITIONAL USE FOR CONVENIENCE STORE AND MOTOR VEHICLE FUELING IN MU-C ZONE DISTRICT AND SITE PLAN

The applicant's agent, Kimley-Horn, and Associates, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Road and S. Havana Street. The subject property is located entirely within a Mixed-Use Corridor (MU-C) zone district. It is bordered by adjacent MU-C zoning to the north and south, with a small pocket of Mixed-Use Office/Industrial (MU-OI) zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed QuikTrip is situated on a parcel that contains a multi-tenant commercial center, which will remain, while the now-closed Sam's Diner restaurant on the northwest corner will be demolished and replaced with the proposed QuikTrip use. Specifically, the QuikTrip will include an approximately 5,312-square-foot single-story convenience store and a nine-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834-acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and will feature accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Rd. and S Havana St. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The fueling station would operate 24 hours a day, seven days a week. The facility would employ approximately 22 people, with four employees working per shift and three shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush hour, specifically 6am-9am and 4pm-6pm.

Seven (7) abutting property owners and fifteen (15) registered neighborhood organizations were notified of the application. No comments were received during the review process. Therefore, no neighborhood meeting was held.

Testimony Given at the Hearing:

Commissioners Walls, Jetchick, Hogan, Banka, and Bush visited the site.

James Schireman, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Chair Walls commented on the Blue Sheet Amendment provided to the commission by staff. Chair Walls asked staff about the status of the third round review of comments, specifically, if the site plan submitted in the staff report reflects the applicants' response to those review comments.

J. Schireman clarified that the most recent site plan was submitted. Outstanding comments from the third round of review are to be addressed at the technical review stage by the applicant.

Jessica Glavas, QuikTrip Corporation, representing the applicant, gave a presentation of the item. J. Glavas provided information on the history of QuikTrip and its expansion throughout the country. J. Glavas also noted that the QuikTrip model is to donate 5% of net profits to organizations in the community.

Shelby Madrid, Kimley-Horn & Associates, agent representing the applicant, gave a presentation of the item. S Madrid reviewed the conditional use request for a fueling station in the Mixed-Use Corridor (MU-C) zone district. Information on the compatibility of the project with the surrounding uses and businesses was reviewed. Access points to the site were detailed as were building elevations and design plans proposed. S. Madrid noted that the existing building was planned to be demolished, causing no displacement of tenants.

Commissioner Hogan voiced concern that the introduction of a QuikTrip may negatively impact the business of other smaller fueling stations in the area.

J. Glavas replied that QuikTrip feels they may galvanize surrounding businesses through the increased competition. J. Glavas stated that should neighboring fuel stations be unable to adjust to the increased competition this may bring an opportunity for new businesses in those locations.

Commissioner Hogan commented that the majority of the neighboring fueling stations are new locations.

Commissioner Hogan stated that the signature block on the site plan submitted to the commission should read Arapahoe County not Adams. J. Glavas stated this would be corrected.

Commissioner Jetchick asked if the Havana Business Improvement District, HBID, would be worked with on their events to encourage business in the area. J. Glavas responded that they were happy to work with the district.

Chair Walls expressed concerns about the topography of the site and the placement of fuel storage on top of a hill. S. Madrid replied with details on mitigation measures available to prevent fuel spills and contamination into downstream water sources.

Chair Walls stated that 11 fuel stations are within one mile of the site. Chair Walls also stated there is a lack of electronic vehicle (EV) infrastructure in the area, and, there appears to be no EV proposed in the applicants' plan. J. Glavas replied that they feel their project would provide the best fueling station offering in the area.

There were no further questions from the commission for staff or the applicant.

Stephanie Hancock, City of Aurora Councilmember, speaking as a citizen, provided public comment on the item. S. Hancock stated she did not receive notice regarding this application and expressed concerns about this. S. Hancock spoke in opposition to the project and stressed there is an oversaturation of fueling stations in the area. S. Hancock also expressed concerns that the proposed QuikTrip may negatively impact the existing fuel stations due to business competition and may also exacerbate traffic issues at the site.

Commissioner Banka asked staff, and the applicant if any of the neighboring gas stations are driven out of business by the QuikTrip what will happen to the land on which it was located. Questions were posed on whether future fueling stations could be at those locations and when that would be safely allowed.

Chair Walls noted that staff and the applicant may respond to questions at the end of the public comment period.

Chance Horiuchi, Executive Director of Havana Business Improvement District (HBID), a citizen, provided public comment on the item. C. Horiuchi stated that constituents of HDIB have voiced opposition to the proposal. Concerns regarding oversaturation of gas stations in the area were expressed and a lack of EV charging options in the area. C. Horiuchi stated that restaurant businesses have expressed interest in the former Sams 3 site, which would be impacted due to the proposal to demolish the building for the fueling station. C. Horiuchi invited the applicant to work with HBID to address concerns.

Sherri Reiss, a citizen, provided public comment on the item. S. Reiss opposed the project, noting that there are already many existing fuel stations in the area and that the site may be of better use to the community by offering residents family-friendly businesses.

Arnie Schultz, Village East Neighborhood Association, a citizen, provided public comment on the item reiterating concerns about the number of gas stations already in the area and how a QuikTrip may hurt those businesses due to the competition.

Jessica Glavas, QuikTrip Corporation, responded to public comments and commissioner questions. J. Glavas expressed support for working with surrounding businesses and residents regarding the proposal. J. Glavas also spoke on concerns that increased competition may harm the surrounding businesses stressing that if a fueling station were to go out of business the property could be reused as these are highly desirable locations. Information was provided on policy for environmental remediation that would take place at any shuttered fueling station sites. Information was provided on additional offerings with QuikTrip, like full-service kitchens, that set them apart from traditional fueling stations, and noted that QuikTrip is open to discussions of offering EV charging if the community desires it.

Planning Commission Results

AGENDA ITEM 8a – CONDITIONAL USE FOR A FUELING STATION IN MU-C

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER GAISER.

MOVE TO APPROVE THE CONDITIONAL USE FOR A CONVENIENCE STORE AND FUELING STATION IN THE MIXED-USE CORRIDOR (MU-C) ZONE DISTRICT BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN SECTION 146-5.4.3.A.3. OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. COMPLIES WITH THE STANDARDS OF THE UDO;
2. IS CONSISTENT WITH THE GOALS OF THE COMMERCIAL HUB COMPREHENSIVE PLAN PLACETYPE;
3. IS COMPATIBLE WITH THE SURROUNDING DEVELOPMENT;
4. MITIGATES NEGATIVE EXTERNAL EFFECTS ON NEARBY USES; AND
5. WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA.

Further Discussion:
Commissioner Jetchick stated concerns that an activity center is intended for the area and noted that the proposal is likely a lease and would not support the motion.

Commissioner Bush stated that insurance coverage is required to address environmental contamination concerns should neighboring fueling stations be closed.

Chair Walls commented that the concerns expressed have largely been regarding the time frame in which a shuttered fueling site may remain vacant while the remediation occurs.

Commissioner Gaiser also stated that state financing can be available to help with environmental remediation.

Commissioner Hogan voiced opposition to the proposal, despite support for the business model, due to its use at the proposed location. Commissioner Hogan also encouraged the applicant to work further with the Havana Business Improvement District, HBID.

Chair Walls recused themselves from the decision due to their current involvement with HBID. Chair Walls voiced opposition to the item because of concerns for compatibility with existing uses and potential adverse impacts with the introduction of another fueling station in the area.

Commissioner Jetchick noted a historical involvement with HBID, but having retired five years prior, had no perceived conflicts in deciding on the item.

MOTION FAILED WITH COMMISSIONER'S WALLS, HOGAN, BANKA, GAISER, AND JETCHICK DENYING, AND BUSH APPROVING.

AGENDA ITEM 8b – SITE PLAN

DUE TO THE DENIAL OF THE CONDITIONAL USE, THE SITE PLAN WAS ALSO CONSIDERED DENIED BY EXTENSION AND THEREFOR A MOOT POINT. NO FURTHER DISCUSSION WAS HELD.

9. Public Invited to be Heard
There was no public comment.

10. Commissioner Comments/Miscellaneous Items of Business
Chair Walls spoke about the attendance record of Commissioner Roth, who has been absent for 43% of meetings and proposed that the commission make a recommendation to the City Council for the removal of Commissioner Roth. Chair Walls encouraged comments from fellow commissioners regarding the issue of attendance and this proposal.

Commissioner Gaiser spoke about the necessity of attending meetings reflecting on the experience as a council member for the City and County of Broomfield as well as a member of many commissions.

Commissioner Hogan echoed Commissioner Gaiser's concerns and stated that an active participant in the commission is necessary. Commissioner Hogan noted that the attendance record of Commissioner Roth has been unusual.

A MOTION WAS MADE BY CHAIR WALLS AND SECONDED BY COMMISSIONER HOGAN TO RECOMMEND TO THE CITY COUNCIL THE REMOVAL OF COMMISSIONER ROTH FROM THE PLANNING AND ZONING COMMISSION.

MOTION PASSED UNANIMOUSLY

Commissioner Banka requested a copy of the PowerPoint presentation from the February Policy and Economic Development (PED) Committee meeting.

Jeannine Rustad, Planning Director, provided information on the online publishing of materials for the PED but also stated that staff would share the requested materials with the commissioner.

11. Reports

10a. Report by Planning Division Manager

Brandon Cammarata, Panning Division Manager, reviewed the Administrative Decisions made over the past two weeks. Projects include Chico 4-65 26-25 North and Blue Eagle Logistics Park.

Chair Walls asked for clarification on the policies regarding noticing metro districts for development applications. B. Cammarata responded that it is not within the scope of the code to provide notice to metro districts.

Commissioner Hogan asked for additional information regarding why or how a district would be noticed. B. Cammarata indicated that within the current apparatus, it would be recommended for a district, such as HBID, to register as an HOA with the city to be included in such notice.

A general discussion ensued.

J. Rustad asked for additional time to discuss this issue with legal and Housing and Community Development before providing the requested additional information to the commission.

Commissioner Hogan encouraged that feedback from staff within the next month would be appreciated.

10b. Report by City Attorney

Lena McClelland, Assistant City Attorney, was available for questions.

Commissioner Hogan asked for information regarding the 2025 state legislative session.

L. McClelland stated that the 2025 session has started, and land use bills are being considered. L. McClelland briefly reviewed land use bills approved in 2024. L. McClelland then reviewed bills proposed for 2025, noting that the largest bill being considered is regarding land uses near religious or educational institutions. The bill includes an allowance for residential uses on adjacent property that is owned by such institutions. The city has voiced opposition to the bill.

Commissioner Banka spoke about the proposed bill and what impact this would have on the city. Commissioner Banka also spoke on potential bills concerning construction defects.

L. McClelland stated she would keep the commission well informed of any such bills.

Chair Walls spoke in support of the Planning and Zoning Commissioners' hard work they have done for the city.

12. Adjournment

Chairman Walls adjourned the meeting at 7:27 p.m. until February 26, 2025.

FOSTER GRAHAM MILSTEIN & CALISHER, LLP
ATTORNEYS AT LAW

360 South Garfield Street
6th Floor Denver, CO 80209
T 303-333-9810 F 303-333-9786

fostergraham.com

February 21, 2025

Via Electronic Mail: jbatchel@auroragov.org
City Manager, Jason Batchelor

15151 E. Alameda Parkway

Aurora, CO 80012

Re: Appeal of Planning and Zoning Commission Decision – Denial of Conditional Use and Site Plan - DA-1483-03 ("Appeal")

Dear Mr. Batchelor:

Foster Graham Milstein & Calisher, LLP ("FGMC") represents QuikTrip Corporation (the "Applicant") regarding its application DA-1483-03 for a Conditional Use and Site Plan for a motor vehicle fueling station (the "Application") for real property located at the intersection of South Havana Street and South Parker Road (the "Property"). The City of Aurora (the "City") Planning and Zoning Commission (the "Commission") held a public hearing on February 12, 2025, and denied the Application. This letter constitutes the Applicant's appeal of the Commission's denial of the Application and is timely filed pursuant to Section 146-5.3.13 of the Aurora Unified Development Ordinance (the "Code").

The Applicant appeals the Commission's denial because the Application meets all applicable review criteria and therefore, the Commission erred in denying the Application. The following narrative discusses Code Sections 146-5.4.3.A.3 and 146-5.4.3.B.2.C and how the Application complies with these approval criteria. The Applicant respectfully requests that City Council reconsider the Application and approve the Application.

I. Code Section 146-5.3.13 – Notice of Appeal Requirements

Section 146-5.3.13 of the Code states that, "Appeals may be submitted by an affected applicant or by the owner of a property that is adjacent to the property that was the subject of the application. The notice of appeal must be filed with the City Manager within 10 calendar days

after the decision, and shall specifically state the Section or the City regulation that has not been applied correctly."

This Appeal complies with Code Section 146-5.3.13. QuikTrip is the affected Applicant for which its Application for a conditional use site plan was denied by the Commission. The denial of the Application occurred on February 12, 2025, and this appeal is timely filed within ten (10) calendar days, prior to the deadline of February 24, 2025. Sections 146-5.4.3.A.3. and 146-5.4.3.B.2.C were incorrectly applied, and in many instances, not applied at all, as more specifically described in paragraphs II and III herein.

II. 146-5.4.3.A.3 – Conditional Use Approval Criteria

Section 146.5.4.3.A.3 sets forth the criteria that must be met in order for a conditional use to be approved. The Application meets each of the criteria as follows:

a. The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

The Application complies with the applicable standards of the Code because as shown in the site plan, the design of the Application meets all of the requirements in Section 146-5.4.5.B.2.C. Furthermore, the Application is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. Lastly, there is no approved master plan that includes the Property, and there are no outstanding standards applied to the Property by a prior decision, ensuring that the Application complies with all applicable standards required by the criterion.

b. The application is consistent with the Comprehensive Plan;

The Property is located within a Commercial Hub place type per the Comprehensive Plan. The Application is consistent with the goals of the Commercial Hub place type in the Comprehensive Plan. Commercial Hub place types are characterized by "shopping centers and areas that provide a cluster of compatible businesses. It may be located along the city's corridors, often at the intersection of two arterial streets."[1] Primary uses in the Commercial Hub are retail, commercial service, and restaurants, as well as shared outdoor areas and social gathering spaces.[2]

The Property is located between two arterial streets and proposes a commercial services and retail use consistent with the Comprehensive Plan. Fueling stations are commercial service

[1] Aurora Places Comprehensive Plan, Page 46.
[2] Aurora Places Comprehensive Plan, Page 46.

uses, and QuikTrip's business model includes a robust retail element in which fresh food can be purchased on site with gathering areas to rest and eat. Therefore, the Application fits squarely within the Commercial Hub place type, and is consistent with the Comprehensive Plan.

The Connecting Places chapter of the Comprehensive Plan states that "Places are physically connected by the streets, sidewalks, open space, waterways, rail, trails and utilities that serve them. Residents and visitors rely on a safe and convenient way to move throughout the community—from home, work and school to shopping, services and entertainment."[3] The Application is consistent with the Comprehensive Plan because the Applicant will install and improve multi-modal transportation options including new sidewalks along Havanna Street and Parker Road, as well as improving the bus stop on Parker Road. Thus, the Application meets the Comprehensive Plan goal of connecting places.

The Commission did not cite any reasons related to the Comprehensive Plan when denying the Application, but listed personal preferences and opinions that the Property should be used for a restaurant and that a fueling station does not fit the character of the area despite fueling stations being a retail and commercial service use explicitly allowed in Commercial Hub place type. Therefore, this criterion was not applied correctly by the Commission.

c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

The proposed convenience store and fuel station in the Application will not negatively impact the density in this area and will actively serve the community while remaining compatible with the existing commercial stores that surround the Property. A traffic study was completed and accompanies the submittal package, confirming the Property does not create a negative impact and will be successfully incorporated into the roadway network. Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping. QuikTrip is committed to providing a high level of architecture design for the proposed convenience store and fuel canopy and both structures will be compliant with the Code. The proposed landscaping in the Application is consistent with the Code and provides new detached sidewalks with tree lawns and a plaza area west of the building. Therefore, the size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with the existing and planned uses in the surrounding area.

d. The proposed use will not change the predominant character of the surrounding area;

The zoning for the Property and surrounding properties is Mixed Use Corridor. The Application proposes a convenience store and fueling station which will contribute to the commercial character of the area because in addition to fuel, QuikTrip offers fresh food, sidewalks, paths, and outdoor seating areas around the building. The surrounding properties are also

[3] Aurora Places Comprehensive Plan, Page 49.

commercial and retail in nature, selling a variety of products for consumption. Therefore, the Application proposes a use that is complementary to the predominate character of the surrounding area.

Members of the Commission and public stated that they would like the Property to become another restaurant as they were disappointed in the closure of the former Sam's No. 3 on the Property. This preference is not a criterion for a conditional use, and convenience stores and fueling stations are consistent with the character of the surrounding area per the Comprehensive Plan.[4] Commissioners also denied the Application in part because of the existence of other gas stations in the area. Denying the Application because of the opinion that the fueling station use does not fit the character of the area while simultaneously stating that the area has other fueling stations is contradictory and has no relation to the Code criteria. Therefore, the Commission erred in championing their preference for the future of the Property over the application criteria in the Code.

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

This criterion is met because the Applicant is making improvements to the existing infrastructure and public amenities. The development proposed by the Application will create an accessible path along both Parker Road and Havana Street, including new detached sidewalks and accessible ramps that connect pedestrians to surrounding commercial stores and the existing bus stop. The Application also includes improvements to that bus stop, making it larger and bringing it into conformance with current RTD standards. Furthermore, please see the Traffic Study that states no adverse traffic impacts will affect the surrounding properties.

f. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

The owner of the Property has agreements in place with the surrounding tenants agreeing to mitigate any tenant dislocation or decrease in business due to activity on the Property. Access to the surrounding properties will not be closed during construction of the development proposed by the Application. Therefore, the Application does not create any dislocation of tenants or occupants of the Property and will contribute improvements to the Property and surrounding areas as described in detail in (e) above.

[4] Aurora Places Comprehensive Plan, Page 46.

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

As stated in the Staff Report, the Application mitigates the potential adverse impacts to the surrounding area. The development proposed by the Application will be partially screened with landscaping and amenities to soften the view of the adjacent ROW through the installation of tree lawns and decorative landscaping. The convenience store will have food and store deliveries as needed on a Monday through Friday daytime delivery schedule. Fuel delivery will occur based on sales as replenishment is needed, but these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit potential vehicle congestion around the Property. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated. Parking is not proposed to abut Parker Road, which will mitigate negative glare and visual impact along the primary corridor. Consistent with the City standards, a stormwater quality treatment system exists off-site to treat runoff, improve water quality, and mitigate water pollution. All of the underground fuel storage tanks are equipped with state-of-the-art real-time leak detection systems.

The Application also mitigates impacts on the surrounding area because the Property owner and Applicant work and maintain contact with the surrounding property owners. The Property will operate under a land lease, so the Applicant is in consistent contact with the surrounding tenants and integrated their feedback and concerns into the Applications production and construction. This allows the development to lessen the impact it has on the surrounding commercial stores to a practical degree, and once complete, contributes to the entire area's success by bringing in additional customers through the store's elevated interior, pedestrian outdoor seating, and lot improvements. For the foregoing reasons, this criterion is met.

The Commissioners said that due to negative effects on external businesses, the Application should be denied. However, they did not include any specific examples of such negative effects and failed to consider the broad mitigation strategies offered by the Applicant. Therefore, this criterion was misapplied by the Commission.

III. 146-5.4.3.B.2.C – Site Plan General Requirements

The Major Site Plan shall be approved only if:

(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.

The Application complies with the applicable standards of the Code because as shown in the site plan, the design of the Application meets all of the requirements in Section 146-5.4.5.B.2.C. Furthermore, the Application is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. Lastly, there is no approved master plan that includes the Property, and there are no outstanding standards applied to the Property by a prior decision, ensuring that the Application complies with all applicable standards required by the criterion.

(b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

The Applicant has worked with City staff during the review process of this Application and through appropriate drainage and traffic studies, confirmed that the City's existing infrastructure and public improvements are adequate to serve the proposed development. Nonetheless, the development proposed by the Application will add an accessible path along both Parker Road and Havana Street, including accessible ramps that connect pedestrians to surrounding commercial stores and the existing bus stop in which the Applicant will improve if the Application is approved. The Applicant will also install an on-site stormwater drainage treatment system to treat runoff, improve water quality, and mitigate water pollution. Therefore, this criterion is satisfied.

(c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.

The Property is not located in a natural area, ridgeline, swale, nor wetland, but rather, it is located in a historically urban and commercial environment. To ensure the Property fits into this environment, the Application includes high-quality four-sided architecture to seamlessly integrate the convenience store building into the character of the commercial area. The Application also includes a state-of-the-art fuel storage and tank system to ensure that water quality is protected and gas leakage, though highly unlikely, can be identified and stopped very quickly. Therefore, this criterion is met.

(d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.

As shown on the site plan, the Application establishes adequate vehicular and pedestrian circulation and connectivity. Furthermore, the Application will improve and expand the multi-modal connection with adjacent properties because as stated herein, new sidewalks will be added along Parker Road and Havana Street, and the bus station located on Parker Road will be improved. Lastly, the adjacent properties will not be affected by the construction of the Application because there are already agreements in place to keep the shopping area surrounding the Property open with full access to those businesses. Therefore, the application satisfies this criterion because it improves and expands pedestrian and public transportation means to adjacent sites, neighborhoods, and urban centers.

(e) The application is compatible with surrounding uses in terms of size, scale and building façade materials.

The Application proposes a convenience store and canopy that integrates four-sided architecture to ensure that the physical and aesthetic appearance, as well as the customer experience, is of a high quality. The size and scale of the Application is appropriate for the Property, and complies with all dimensional requirements of the Code. Therefore, the Application is compatible with the surrounding uses in terms of size, scale, and building façade materials.

(f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

As stated in the Staff Report, the Application mitigates the potential adverse impacts to the surrounding area. The development proposed by the Application will be partially screened with landscaping and amenities to soften the view of the adjacent ROW through the installation of tree lawns and decorative landscaping. The convenience store will have food and store deliveries as needed on a Monday through Friday daytime delivery schedule as not cause excess noise and light in the nighttime. Fuel delivery will occur as needed based on sales, but these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit potential vehicle congestion around the Property. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated. Parking is not proposed to abut Parker Road, which will mitigate negative glare and visual impact along the primary corridor. Consistent with the City standards, the existing downstream stormwater quality treatment system exists off site to treat runoff. All of the underground fuel storage tanks are equipped with state-of-the-art real-time leak detection systems. Therefore, the Application implements multiple

techniques and amenities to not only mitigate adverse impacts to the surrounding area, but improve the area.

IV. Conclusion

For the foregoing reasons, the Applicant respectfully requests that the City Council approve the Conditional Use Site Plan because the Application meets all of the criteria in Code Sections 146-5.4.3.A.3. and 146-5.4.3.B.2.C.

We look forward to the opportunity to present to you at a public hearing. We respectfully request that all materials and items of record submitted to the Commission in advance of the Hearing, and at the Hearing, be included in the public record for the City Council hearing such that the City Council has the ability to apply the applicable review criteria and reverse the Commission's denial pursuant to Code Section 146-5.3.13. Furthermore, the Applicant hereby reserves the right to submit more materials and evidence supporting the Application's compliance with the applicable approval criteria into the record at or before the City Council hearing.

Thank you for your attention to this matter.

Sincerely,



David Wm. Foster



Erik N. Carlson

FOSTER GRAHAM MILSTEIN & CALISHER, LLP

cc via e-mail:

Director of Planning, Jeannine Rustad (jrustad@auroragov.org)
Planning Department Attorney, Lena Mclelland (lmcclell@auroragov.org)
James Schireman (JSchirem@auroragov.org)
Shelby Madrid (shelby.madrid@kimley-horn.com)
Ryan Harding (rharding@quiktrip.com)
Jessica Glavas (jglavas@quiktrip.com)

City Council

DA-1483-03: Quiktrip 4263 Appeal

Planning and Business Development Department

May 5th 2025

Appeal Of Planning Commission Denial

Agenda Item: Appeal by agent of applicant regarding Planning Commission's denial of a Site Plan & Conditional Use for a motor vehicle fueling station and 5,312 square foot convenience store located on 4.834 acres
Location: S Havana Street to the West, S Parker Road to the Northeast
Zoning, Subarea, & Placetype: MU-C, Mixed Use Corridor; Subarea A; Urban District Placetype
Applicant: Kimley Horn and Associates, on behalf of the QuikTrip Corporation
Appellant: Foster Graham Milstein & Calisher, LLP, on behalf of the QuikTrip Corporation

Vicinity Map



Site Photos

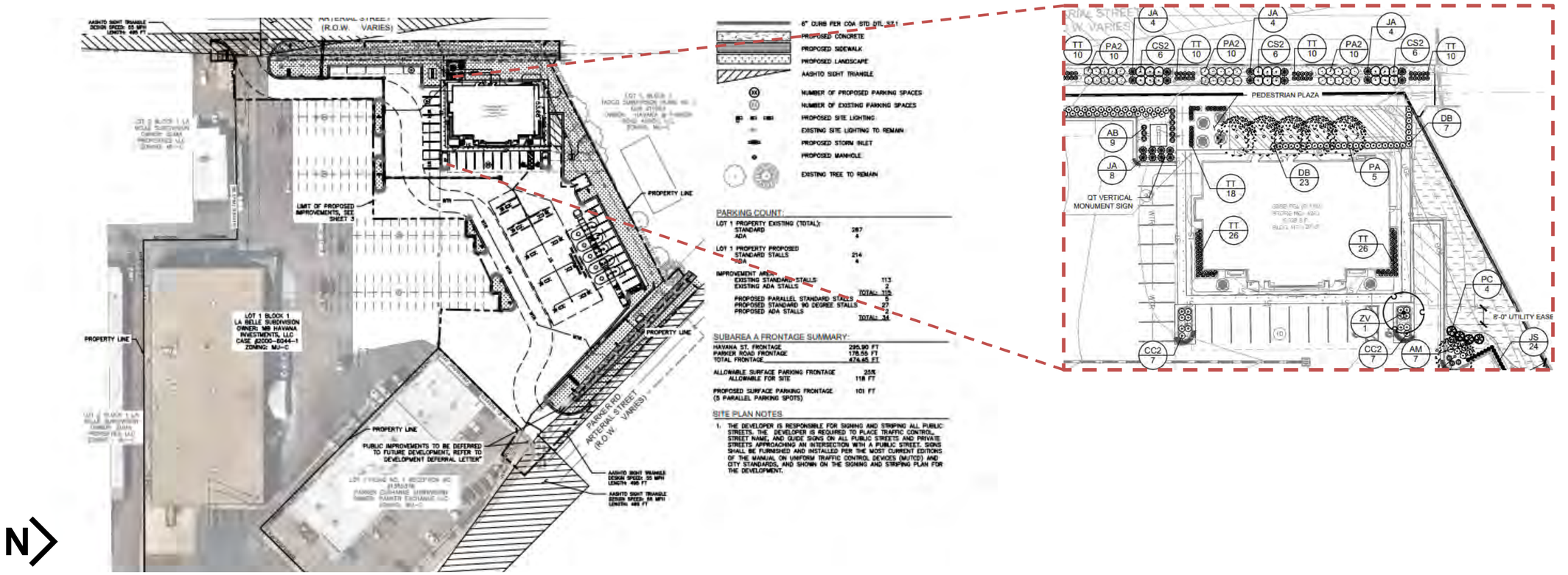


On S. Parker Road, Facing West

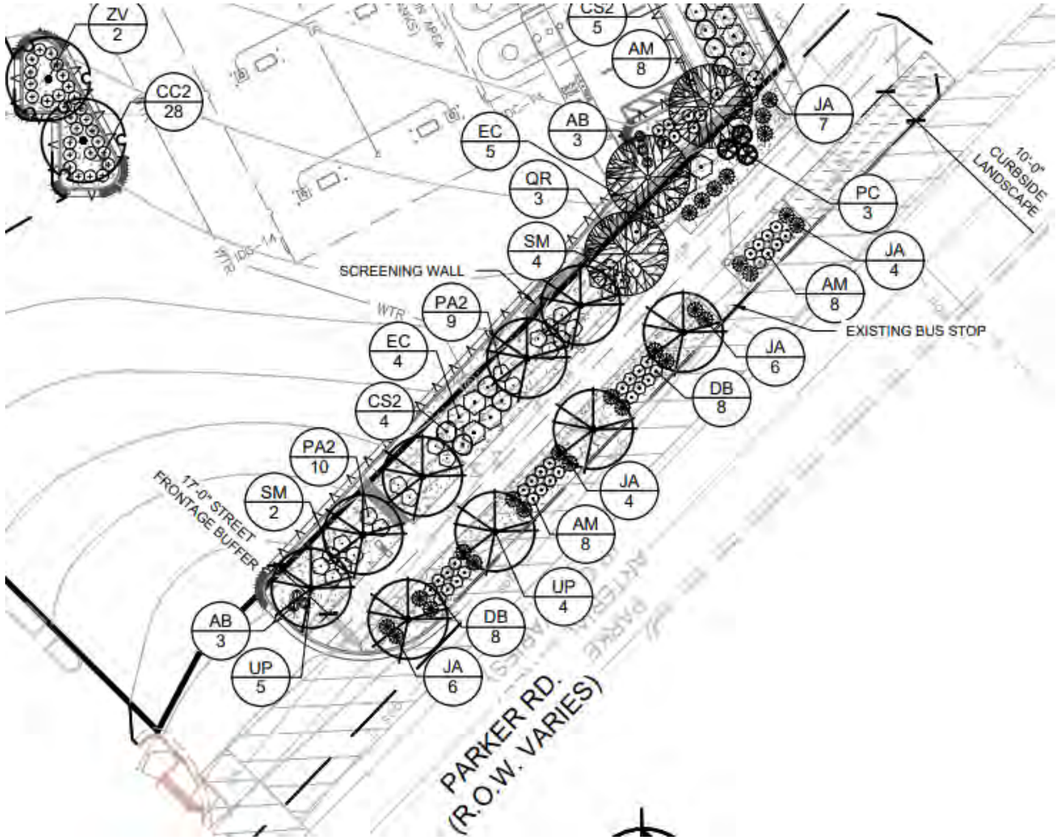


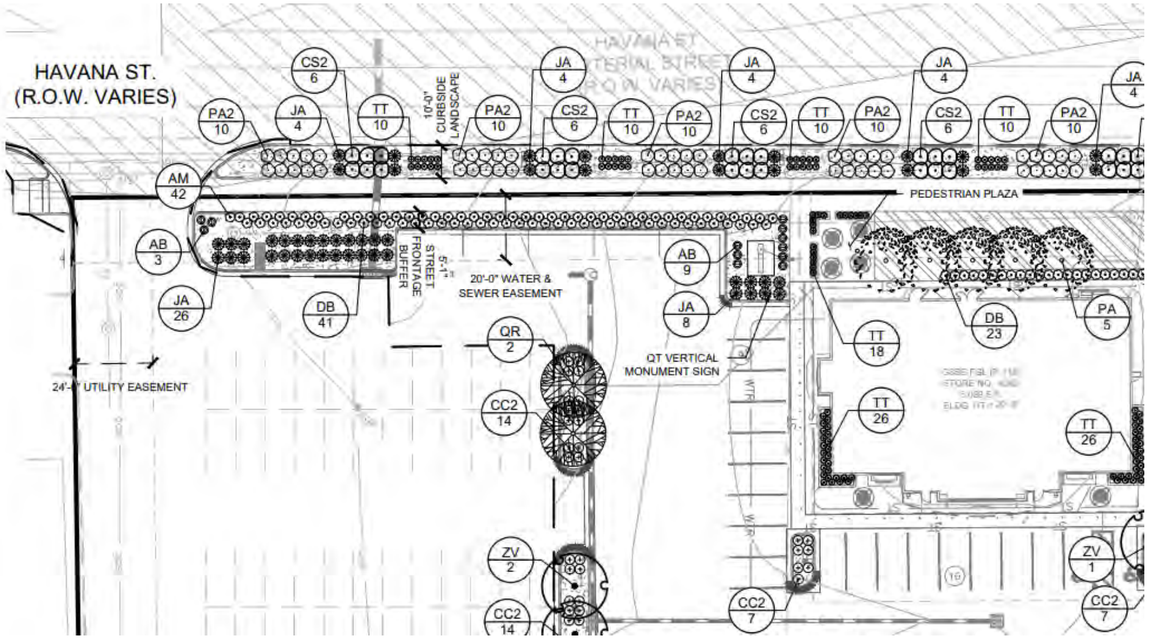
On S. Havana Street, Facing East

Proposed Site Plan

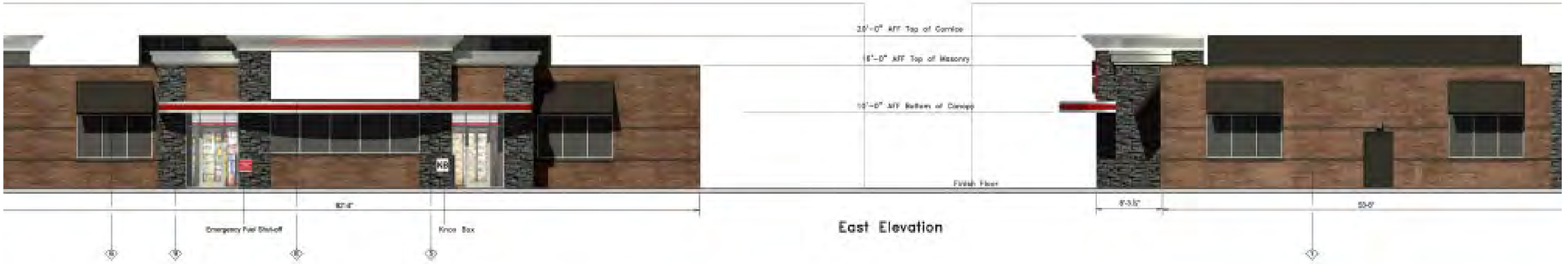


Proposed Landscape Plan

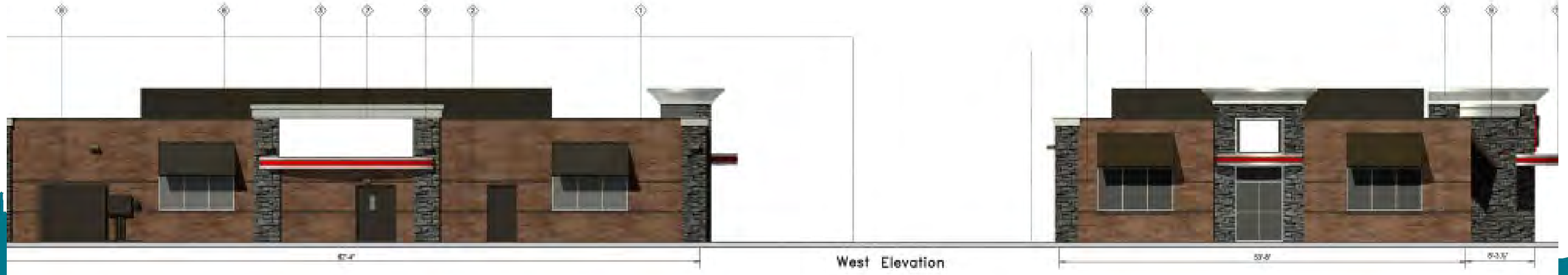




Proposed Elevation



East Elevation



West Elevation

PC Summary

- Planning Commission hearing occurred on February 12th, 2025.
- Staff presented the application for both the conditional use and site plan with a recommendation of approval with one condition.
- Applicant presented the proposal after the city staff presentation.
- Afterwards several members of the public raised concern regarding the number of gas stations already in the area.
- The Planning Commission affirmed this concern and denied the conditional use aspect of the application.
- By denying the conditional use, the Planning Commission deemed the site plan denied by extension.

Conditional Use Approval Criteria

§146-5.4.3.A.3

3. Criteria for Approval. A conditional use shall be approved only if the Planning and Zoning Commission determines that:

a. The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

b. The application is consistent with the Comprehensive Plan;

c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

d. The proposed use will not change the predominant character of the surrounding area;

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

f. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

Site Plan Approval Criteria

§146-5.4.3.B.2.c

i. General. The Major Site Plan shall be approved only if:

(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.

(b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

(c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.

(d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.

(e) The application is compatible with surrounding uses in terms of size, scale and building façade materials.

(f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

City Council Action

§146-5.3.13.A.2

The City Council shall review the appeal based on the standards and criteria in this UDO and the record of decision and shall act to **uphold, modify, or overturn** the Planning Commission's decision as necessary to bring the decision into compliance with the standards and criteria of this UDO.

CITY OF AURORA
Council Agenda Commentary

Item Title: QuikTrip 4263 Site Plan Appeal
Item Initiator: James Schireman, Planner I, Planning and Business Development
Staff Source/Legal Source: James Schireman, Planner I, Planning and Business Developemt / Lena McClelland, Assistant City Attorney
Outside Speaker: Foster Graham Milstein & Calisher, LLP – Agent
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/5/2025

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

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

A PUBLIC HEARING AND CONSIDERATION WITHOUT RELATED ORDINANCE TO CONSIDER AN APPEAL BY THE APPLICANT REGARDING THE PLANNING AND ZONING COMISSION DECISION OF DENIAL FOR THE QUIKTRIP 4263 SITE PLAN AND CONDITIONAL USE
James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney
A PUBLIC HEARING AND CONSIDERATION WITHOUT RELATED ORDINANCE TO CONSIDER AN APPEAL BY THE APPLICANT REGARDING THE PLANNING AND ZONING COMISSION DECISION OF DENIAL FOR THE QUIKTRIP 4263 SITE PLAN AND CONDITIONAL USE
James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session
☐ Approve Item and Move Forward to Regular Meeting
☐ Information Only
☐ Approve Item with Waiver of Reconsideration
☐ Approve Item as Proposed at Policy Committee
☐ Approve Item as Proposed at Study Session
☒ Approve Item as Proposed at Regular Meeting

Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 2/12/2025

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

☐ Recommends Approval

☒ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The Planning and Zoning Commission, on February 12, 2025, reviewed the applicant's request for a site plan and a conditional use for a QuikTrip motor vehicle refueling station in the Mixed-Use Corridor (MU-C) zoning district at 2580 S Havana Street. The motion to approve the conditional use failed by a vote of 1 in favor and 5 against. By denying the conditional use, the Planning Commission deemed the site plan denied by extension and a moot point for further discussion. The Planning Commission Staff Report with Exhibits, the Planning Commission Result Letter, and the applicant's appeal have been attached for reference (Exhibits H).

At the February hearing, James Schireman, Staff Planner, presented the Quiktrip 4263 Site Plan and Conditional Use with a recommendation for its approval. Staff affirmed that the application remained in compliance with both the conditional use approval criteria in section 146-5.3.13.A, as well as the site plan criteria found in section 146-5.4.3.B.2 . Following the staff presentation, several members of the public raised concerns regarding the significant amount of gas stations already existing in the area, with Chair Walls affirming this opinion by noting 11 gas stations existing within one mile of the site. Overall, the Commission found the proposed additional gas station would not appropriately mitigate the adverse impacts of the use, and subsequently voted to deny the conditional use. With the conditional use denied, the planning commission found the site plan use related criteria impossible to satisfy, and deemed the site plan denied by extension.

An appeal of the Planning Commission decision was filed by the applicant's agent, Foster Graham Milstein & Calisher, on February 21, 2025, in accordance with section 146-5.3.13.A. The appellant contends that the Quiktrip 4263 complies with both the Conditional Use approval criteria outlined in Section 146-5.4.3.A.3 and the Site plan criteria found in section 146-5.4.3.B.2. Furthermore, the appellant asserts that the Planning Commission did not apply the Conditional Use criteria correctly when rendering their decision to deny. The complete appellant letter of introduction and attached material is provided for your reference (Exhibit B, C and D).

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

The applicant’s agent, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Road and S. Havana Street. The subject property is located entirely within an MU-C zone district and is bordered by adjacent MU-C zoning to the north and south, with a small pocket of MU-OI zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed Quiktrip is located on a parcel that contains a multi-tenant commercial center, proposed to remain, while the now closed Sam’s Diner restaurant in the Northwest corner is proposed to be demolished and replaced with the proposed Quiktrip use. The proposed QuikTrip will include an approximately 5,312 square-foot single-story convenience store and a 9-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834 Acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and features accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Road and S Havana Street. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The fueling station would operate 24 hours a day, 7 days a week. The facility would employ approximately 22 people, with 4 employees working per shift and 3 shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush-hour, specifically 6am-9am and 4pm-6pm.

Exhibits:
Exhibit A – Vicinity Map
Exhibit B – Introduction letter and Operations Plan
Exhibit C – Site Plan
Exhibit D – Conditional Use Response
Exhibit E – 1483-03 PC Staff Report
Exhibit F – 2-12 PC Presentation Quiktrip 4263
Exhibit G – 2-12 PC Meeting Minutes
Exhibit H – Appeal Letter
Exhibit I – Appeal Presentation

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to uphold, modify, or overturn the decision of the Planning and Zoning Commission?

LEGAL COMMENTS

Unless otherwise specified by the UDO, any decision of the Planning and Zoning Commission may be appealed to the City Council. Appeals may be submitted by an affected applicant or by the owner of a property that is adjacent to the property that was the subject of the application. The notice of appeal

must be filed with the City Manager within 10 calendar days after the decision, and shall specifically state the Section or the City regulation that has not been applied correctly. (UDO §146-5.3.13.A.1) City Council shall schedule a public hearing according to the procedures described in UDO §146-5.3.8 (Public Hearings). City Council shall review the appeal based on the standards and criteria in the UDO and the record of decision and shall act to uphold, modify, or overturn the decision as necessary to bring the decision into compliance with the standards and criteria of the UDO. (UDO §146-5.3.13.A.2).

Criteria for Approval of a Major Site Plan. A Major Site Plan shall be approved only if:

(a) the application complies with applicable standards in the UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

(b) the City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;

(c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable;

(d) the application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers;

(e) the application is compatible with surrounding uses in terms of size, scale and building façade materials;

(f) the application mitigates any adverse impacts on the surrounding area to the degree practicable. (UDO §146-5.4.3.B.2.c). (McClelland)



Planning and Business Development

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Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.0375 0.075

City of Aurora, Colorado

QuikTrip 4263
Site Plan and Conditional Use

Case Number: 2000-6044-07
Development Application: #1483-03

2/5/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

June 4, 2024

City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

Re: ***Site Plan Letter of Intent***
QuikTrip 4263
Parker Road and Havana Street, Aurora, Colorado

To Whom It May Concern,

Kimley-Horn and Associates, Inc. is pleased to be submitting the Site Plan Package for the above-referenced project on behalf of QuikTrip Corporation (the "Site Developer"). General project information and anticipated scope of work related to the site improvements is further summarized below.

General Project Information

The Site is located on Parker Road, situated in the southwest quarter of Section 26, Township 4 South, Range 67 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado.

The Site lies within a portion of an existing developed lot, with a Burger King to the north, and surrounded by mixed uses to the south such as Epic Mountain Gear and Advance Auto Parts with associated sidewalks, pavement, and parking. The total existing lot contains a total of ±4.834 acres, however the proposed improvements anticipate impacting approximately ±2.07 acres of the total site.

The proposed improvements consist of the demolition of the existing structure on the northern portion of the site to develop a new convenience store and gas station.

Stormwater

Runoff developed on-site will be collected in private roof and storm drain systems and will be conveyed to a new below grade detention and water quality system for treatment and attenuation prior to being released to the existing storms ewer system in Havana Street. Refer to the Preliminary Drainage Report for more detailed information and analysis.

Site Access

The site access will be via the existing full movement points of access on Havana Street and Parker Road. The northern cross access point to the adjacent lot is proposed to be closed as part of this development. This has been coordinated with the property owner and is not anticipated to impact either lot, as the cross access is currently blocked with barriers in the existing condition.

Utilities

There is an existing 2-inch water meter along Parker Road, which is being investigated to understand if the meter can be reused and is appropriate for the site development. If the existing meter will not be reused, a modified tap size in the existing location will be proposed.

There is an existing sanitary sewer main along Havana Street which is anticipated to serve the site. Additionally, there is an existing sanitary sewer service through the site to the east appearing to serve Lot 1 of the Parker Exchange Subdivision. This sanitary sewer is planned to remain in place.

Electric, cable, and telephone services are anticipated to be included as part of this Project and will meet service load requirements of the Project. The appropriate utility service providers will be contacted for design and necessary service extensions, facilities, and easements for the new buildings. Coordination with Xcel regarding the demolition and connection to the existing power is ongoing. No new gas lines are proposed with the project.

Landscape

Landscaping and irrigation will be proposed along the property boundary and throughout the Project meeting the City of Aurora requirements.

Consistent with the Subarea Plan for this region, new detached sidewalks with landscape tree lawns are proposed as part of this development.

Signage

Signage for the Project will be provided per the City Code. Allowable signage for the Site will be coordinated with the City. It is anticipated the existing monument sign along Parker Road will be relocated to the new back of curb. The existing monument sign along Havana Street is currently planned to remain in place.

QuikTrip Operations Plan

The convenience store with fuel sales will be open 24hrs per day. Each location employs an average of 22 people, 4 employees per shift, 3 shifts per day. The peak visitation to the site correlates with normal business travel hours. In the morning from 6am-9am as people are heading to work, from 11am to 1pm as people are searching out lunch options, then from 4pm to 6pm when people are on their way home from work. The number of customers during these peak hours is directly dependent on the number of residents within the immediate area and traffic that currently uses the adjacent roadway system.

All deliveries will be scheduled during daytime hours so as to not have an adverse effect on the neighboring properties, there will not be any outdoor storage of materials, and there are no hazardous materials stored on site.

Conditional Use Criteria

It is understood that a gas station and convenience store is a Conditional Use under the current MU-C zoning designation. Below is a summary of the eight (8) conditional use criteria and descriptions of how the proposed site plan demonstrates compliance with the criteria.

1. The compatibility of the proposed use with existing and planned uses on abutting properties.
    - *Response: The proposed development is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site.*
      The convenience store will offer the surrounding neighborhoods a new option for high quality to-go food as the store is equipped with a full-service kitchen preparing grab-and-go meals, coffee and drinks.

2. Any increase in density or intensity of the proposed use that will affect the compatibility of the use with existing and planned uses in the surrounding area
   - *Response: The proposed convenience store and fuel station will not negatively impact the density in this area and will actively serve the community. The convenience provided with the QuikTrip store will serve as a local community amenity offering high quality to-go food. The proposed site will also provide pedestrian amenities such as sidewalks/paths and outdoor seating areas around the building. .*

3. The proposed use will not change the predominant character of the surrounding area.
   - *Response: The zoning for the proposed site and surrounding properties is Mixed Use Corridor as noted previously.*

4. The ability to mitigate adverse and undesirable impacts to the surrounding area, including but not limited to visual impacts, air emissions, noise, vibrations, glare, heat odors, water pollution, electromagnetic interference, and other nuisance effects;
   - *Response: Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping.*
     The convenience store will have food/store deliveries as needed on a Monday through Friday daytime delivery schedule. Fuel delivery will occur as needed based on sales as replenishment is needed, these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit the possible vehicle congestion on the site. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated.
     Parking is not proposed at abut Tower Road, mitigating negative glare and visual impact along the primary road corridor.
     Consistent with the city standards, stormwater quality treatment for runoff is proposed on-site to improve water quality and mitigate water pollution. All of the underground fuel storage tanks are equipped with state of the art real-time leak detection systems.

5. Amount of traffic generated and capacity and design of roadways to handle anticipated traffic;
   - *Response: This project includes a Traffic Impact Study. This Traffic Study outlines the proposed QuikTrip Conditional Use development. As part of the TIS, a 16 fueling position gas station with 5,312 SF convenience store was accessed for the overall development. Access to the project site from the adjacent rights-of-way are consistent with the TIS recommendations for access movements. With the addition of the project and improvements, all intersections are expected to operate in the near term acceptably during both the AM Peak Hour and the PM Peak Hour in the current configurations.*

6. The effect on infrastructure including water, wastewater, stormwater, utilities, and streets;
   - *Response: The proposed QuikTrip site is not anticipated to negatively impact the existing utilities or adjacent roadways. Consistent with the existing commercial development, the existing water, sanitary and storm sewer system has adequate capacity to serve the project site and proposed use. Consistent with the Traffic Impact Study, the adjacent roadways are adequate for the anticipated traffic demands.*

7. The incorporation and integration of architectural and landscape features to mitigate impacts from the proposed use
    - *Response: QuikTrip is committed to providing a high level of architecture design for both the proposed Convenience Store and Fuel Canopy, both structures will be compliant with the City UDO. The proposed landscaping on the QT is consistent with the City UDO and provides new detached sidewalks with tree lawns and a plaza area west of the building.*

8. The city council, planning commission, or planning director are authorized to consider the past performance of an applicant in their consideration of any conditional use. The planning commission, city council, or planning director may use as a basis for denial whether the applicant or developer is determined to be in violation of any requirements, conditions, or representations on a prior development.
    - *Response: QuikTrip is historically one of the best in the convenience store business and year after year commit to delivering a high level of quality service the community. We greatly appreciate the opportunity to partner with the City of Aurora on this development and look forward to being a part of the community.*

We hope this Letter of Intent assists in your review of the QuikTrip Site Plan submittal. We are excited to work with the City on this project and look forward to delivering a project that the City and this project team are extremely proud of.

If you have any questions or comments during your review, please do not hesitate to contact me at 303-228-2327 or shelby.madrid@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Shelby Madrid, PE,

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST ¼ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE COLORADO CENTRAL ZONE 0502, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GROUND UNITS. BEING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 26, BEARING N89°49'35"E, BETWEEN MONUMENTS SHOWN HEREON.

BENCHMARK

VERTICAL RELIEF WAS MADE FROM AN ON THE GROUND SURVEY, CONTOURS SHOWN HEREON ARE AT 1' INTERVALS USING THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), GEOID 12A. SITE VERTICAL WAS ESTABLISHED BY USING CITY OF AURORA BENCH MARK "4S67726SW010"

3" BRASS CAP LOCATED AT INLET STRUCTURE AT THE NORTHWEST CORNER OF HARVARD DR. AND YALE AVE.

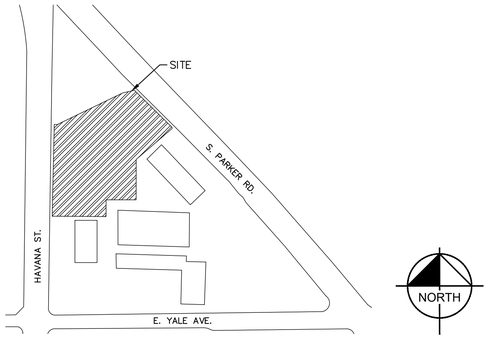
ELEVATION = 5589.80 FEET (NAVD 1988)

LEGAL DESCRIPTION

LOT 1, BLOCK 1, LA BELLE SUBDIVISION, RECORDED AT RECEPTION NUMBER 1303028, BOOK 22, PAGE 71 IN THE OFFICIAL RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, BEING IN THE SW ¼ OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

CITY OF AURORA SITE PLAN NOTES:

1. THE DEVELOPER, SUCCESSORS OR ASSIGNS, INCLUDING THE HOMEOWNERS OR MERCHANTS ASSOCIATION, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL FIRE LANE SIGNS AS REQUIRED BY THE CITY OF AURORA.
2. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, FIRE LANES EASEMENTS OR FIRE LANE CORRIDORS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. WHERE DEDICATED AS A FIRE LANE EASEMENT OR DESIGNATED AS A FIRE LANE CORRIDOR, THE ROADWAY SHALL BE POSTED "NO PARKING – FIRE LANE".
3. "ACCESSIBLE EXTERIOR ROUTES" SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING, ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE. AT LEAST 50% OF ALL BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUT PROVIDING A RAMP WITH A MAXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS ROUTE SHALL BE WIDE ENOUGH TO WHOLLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. REQUIRED ACCESSIBLE MEANS OF EGRESS SHALL BE CONTINUOUS FROM EACH REQUIRED ACCESSIBLE OCCUPIED AREA TO THE PUBLIC WAY. THE "ACCESSIBLE EXTERIOR ROUTES" SHALL COMPLY WITH IBC 2021 CHAPTER 11, AND 2017 ICC A117.1.
4. THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. THE DEVELOPER, SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
6. ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE LANDSCAPE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES INTO EASEMENTS AND STREET RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY OF AURORA'S USE AND OCCUPANCY OF THE SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES.
7. IN LOCATIONS WHERE UTILITY EASEMENTS OVERLAP DRAINAGE EASEMENTS, ONLY SUBSURFACE UTILITIES SHALL BE PERMITTED WITHIN THE PORTION OF THE UTILITY EASEMENT THAT OVERLAPS THE DRAINAGE EASEMENT. INSTALLATION OF ABOVE GROUND UTILITIES WITHIN A DRAINAGE EASEMENT REQUIRES PRIOR WRITTEN APPROVAL BY THE CITY ENGINEER.
8. PRIOR TO FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS, IF THE ADJACENT SITE IS NOT UNDER CONSTRUCTION, THE CURB CUT/CURB RETURNS AND CROSS PAN MUST BE REMOVED AND REPLACED WITH SIDEWALK, LANDSCAPING AND CURB AND GUTTER AT THE DEVELOPER'S EXPENSE. THE DEVELOPER ACKNOWLEDGES THE RISK OF CONSTRUCTING THE CURB CUT WITHOUT APPROVED CIVIL PLANS FOR THE ADJACENT SITE SHOWING THE CURB CUT.
9. THE APPROVAL OF THIS DOCUMENT DOES NOT CONSTITUTE FINAL APPROVAL OF GRADING, DRAINAGE, UTILITY, PUBLIC IMPROVEMENTS AND BUILDING PLANS. CONSTRUCTION PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE AGENCY PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
10. ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH SECTIONS 126-271 AND 126-278 OF THE AURORA CITY CODE.
11. NOTWITHSTANDING ANY SURFACE IMPROVEMENTS, LANDSCAPING, PLANTING OR CHANGES SHOWN IN THESE SITE OR CONSTRUCTION PLANS, OR ACTUALLY CONSTRUCTED OR PUT IN PLACE, ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH TO ALLOW FOR ADEQUATE MAINTENANCE EQUIPMENT. ADDITIONALLY, NO INSTALLATION, PLANTING, CHANGE IN THE SURFACE, ETC., SHALL INTERFERE WITH THE OPERATION OF THE UTILITY LINES PLACED WITHIN THE EASEMENT. BY SUBMITTING THESE SITE OR CONSTRUCTION PLANS FOR APPROVAL, THE LANDOWNER RECOGNIZES AND ACCEPTS THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS NOTE.
12. ALL ROOFTOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT (8) INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREESTANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.
13. ALL INTERESTED PARTIES ARE HEREBY ALERTED THAT THIS SITE PLAN IS SUBJECT TO ADMINISTRATIVE CHANGES AND AS SHOWN ON THE ORIGINAL SITE PLAN ON FILE IN THE AURORA CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. A COPY OF THE OFFICIAL CURRENT PLAN MAY BE OBTAINED THERE. LIKEWISE, SITE PLANS ARE REQUIRED TO AGREE WITH THE APPROVED SUBDIVISION PLAT OF RECORD AT THE TIME OF A BUILDING PERMIT; AND IF NOT, MUST BE AMENDED TO AGREE WITH THE PLAT AS NEEDED, OR VICE VERSA.
14. ERRORS IN APPROVED SITE PLANS RESULTING FROM COMPUTATIONS OR INCONSISTENCIES IN THE DRAWINGS MADE BY THE APPLICANT ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD. WHERE FOUND, THE CURRENT MINIMUM CODE REQUIREMENTS WILL APPLY AT THE TIME OF BUILDING PERMIT. PLEASE BE SURE THAT ALL PLAN COMPUTATIONS ARE CORRECT.
15. ALL REPRESENTATIONS AND COMMITMENTS MADE BY APPLICANTS AND PROPERTY OWNERS AT PUBLIC HEARINGS REGARDING THIS PLAN ARE BINDING UPON THE APPLICANT, PROPERTY OWNER, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS.
16. ARCHITECTURAL FEATURES, SUCH AS BAY WINDOWS, FIREPLACES, ROOF OVERHANGS, GUTTERS, EAVES, FOUNDATIONS, FOOTINGS, CANTILEVERED WALLS, ETC., ARE NOT ALLOWED TO ENCROACH INTO ANY EASEMENT OR FIRE LANE.
17. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, SHOWN ON THE SIGNING AND STRIPING PLAN FOR DEVELOPMENT.
18. FIRE LANE AND HANDICAPPED PARKING SIGNS, SIGN DETAILS, HANDICAPPED PARKING STALL DETAILS, AND LOCATIONS SHALL BE APPROVED WITH THE CIVIL PLANS, "SIGNAGE AND STRIPING" PACKAGE.
19. THIS SITE HAS THE FOLLOWING CONDITIONAL USE APPROVAL(S):
20. FINAL GRADE SHALL BE AT LEAST SIX (6) INCHES BELOW ANY EXTERIOR WOOD SIDING ON THE PREMISES.
21. THE STREETLIGHT OR PEDESTRIAN LIGHT INSTALLATION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DESIGNED, FUNDED, AND CONSTRUCTED BY THE DEVELOPER/OWNER. OWNERSHIP AND MAINTENANCE OF THE STREET/PEDESTRIAN LIGHTS SHALL BE THE RESPONSIBILITY OF THE CITY OF AURORA ONCE THEY HAVE BEEN ACCEPTED. STREET LIGHT AND/OR PEDESTRIAN PHOTOMETRICS PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL AND SHALL BECOME A PART OF THE APPROVED CIVIL CONSTRUCTION PLANS FOR THE PROJECT. SEPARATE PERMITS FOR STREET LIGHTS WILL BE REQUIRED; ONE FOR PUBLIC IMPROVEMENTS AND ONE FOR A BUILDING PERMIT FOR ELECTRICAL. THE BUILDING PERMIT SUBMITTAL WILL NEED TO INCLUDE AN ELECTRICAL PLAN SHOWING SITE LOCATION OF LIGHTS, ELECTRIC METER LOCATION, ELECTRICAL ONE LINE AND GROUNDING DETAILS AND ANY ADDITIONAL ELECTRICAL INFORMATION FOR APPROVAL. THE OWNER IS RESPONSIBLE FOR OBTAINING AN ADDRESS FOR THE METER(S) FROM THE PLANNING DEPARTMENT. CERTIFICATE OF OCCUPANCIES WILL NOT BE ISSUED UNTIL THE STREET AND/OR PEDESTRIAN LIGHTING PLANS ARE APPROVED, CONSTRUCTED, AND INITIALLY ACCEPTED.
22. ALL CROSSINGS OR ENCROACHMENTS INTO EASEMENTS AND RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ("CITY") IDENTIFIED AS BEING PRIVATELY-OWNED AND MAINTAINED HEREIN ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY'S USE AND OCCUPANCY OF SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID CROSSINGS OR ENCROACHMENTS UPON REQUEST FROM THE CITY AND AT NO EXPENSE TO THE CITY. THE CITY RESERVES THE RIGHT TO MAKE FULL USE OF THE EASEMENTS AND RIGHTS-OF-WAY AS MAY BE NECESSARY OR CONVENIENT AND THE CITY RETAINS ALL RIGHTS TO OPERATE, MAINTAIN, INSTALL, REPAIR, REMOVE OR RELOCATE ANY CITY FACILITIES LOCATED WITHIN SAID EASEMENTS AND RIGHTS-OF-WAY AT ANY TIME AND IN SUCH A MANNER AS IT DEEMS NECESSARY OR CONVENIENT.



VICINITY MAP
SCALE 1"= 250'

SHEET LIST TABLE	
Sheet Number	Sheet Title
1	COVER SHEET
2	OVERALL SITE PLAN
3	DETAILED SITE PLAN
4	OPERATIONS PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	SITE DETAIL SHEET
8	SITE DETAIL SHEET
9	TREE MITIGATION PLAN
10	LANDSCAPE PLAN
11	LANDSCAPE SCHEDULES
12	LANDSCAPE DETAILS
13	LANDSCAPE DETAILS
14	LANDSCAPE DETAILS
15	BUILDING ELEVATIONS
16	BUILDING FLOORPLAN (A101)
17	BUILDING ELEVATIONS (A201)
18	BUILDING ELEVATIONS (A202)
19	CANOPY ELEVATIONS
20	PHOTOMETRIC SITE PLAN
21	PHOTOMETRIC DETAILS
22	PHOTOMETRIC DETAILS
23	PHOTOMETRIC DETAILS
24	PHOTOMETRIC DETAILS
25	PHOTOMETRIC DETAILS
26	SIGNAGE PLAN

SITE DATA

AREA OF PROPOSED IMPROVEMENTS ± 1.288 ACRES
LAND AREA WITHIN PROPERTY LINE ± 4.834 ACRES
BUILDING COVERAGE ± 5,312 SF, 0.12 ACRES
CANOPY COVERAGE ± 8,346 SF, 0.19 ACRES
HARDSCAPE ± 3.405 ACRES
LANDSCAPE ± 0.401 ACRES
NUMBER OF BUILDINGS 1
MAXIMUM ALLOWABLE HEIGHT OF BUILDINGS 75.0 FT
MAXIMUM PROPOSED HEIGHT OF BUILDINGS 22'-6"
NUMBER OF ENCLOSURES / CANOPIES 1
MINIMUM CANOPY HEIGHT 15 FT (APPROX)
MAXIMUM HEIGHT OF ENCLOSURES / CANOPIES 22.5 FT (APPROX)
PRESENT ZONING CLASSIFICATION MIXED USE CORRIDOR (MU-C)
PROPOSED USE MOTOR VEHICLE FUEL DISPENSING STATION (CONDITIONAL USE) & RETAIL SALES, SMALL
2021 IBC OCCUPANCY CLASSIFICATION (ENCLOSURES) M
2021 IBC OCCUPANCY CLASSIFICATION (CANOPIES) U
2021 IBC OCCUPANCY CLASSIFICATION (MAIN BUILDING) M
CONSTRUCTION TYPE (ENCLOSURES) NON-SPRINKLERED
CONSTRUCTION TYPE (CANOPIES) NON-SPRINKLERED
CONSTRUCTION TYPE (MAIN BUILDING) NON-SPRINKLERED
TOTAL PERMITTED SIGN AREA 184.06 SQ. FT.
PROPOSED TOTAL SIGN AREA
TOTAL PERMITTED SIGN AREA (QUIKTRIP SPECIFIC) 184'6"
QUIKTRIP SINGLE TENANT SIGN AREA 47.3 SF (23.65 SF PER SIDE)
CANOPY SIGN AREA (2 @ 14 SF EA) 28 SF
QUIKTRIP BUILDING SIGNAGE (2 @ 52 SF EA) 104 SF
TOTAL SIGN AREA 179.3 SF
TOTAL PERMITTED SIGN AREA (MULTI-TENANT SIGNAGE) 400 SF
SECONDARY MULTI-TENANT HAVANA ST. 90 SF (45 SF PER SIDE)
SECONDARY MULTI-TENANT PARKER ROAD 118 SF (54 SF PER SIDE)
TOTAL MULTI-TENANT SIGNAGE 208 SF
PROPOSED NUMBER OF SIGNS 5
LOADING SPACES REQUIRED AS PER CODE 1
TOTAL NUMBER OF PROPOSED PARKING SPACES 36

PARKING SUMMARY:

BICYCLE PARKING — 2 REQ. — 2 PROVIDED

IMPROVED PORTION OF LOT 1	EXISTING	REQUIRED	PROPOSED
STANDARD CUSTOMER (3 PER 1000 GROSS FLOOR AREA):	113	16	26
STANDARD EMPLOYEE (1 PER EMPLOYEE):	N/A	6	6
ACCESSIBLE (1 PER 25 SPACES):	1	1	1
ACCESSIBLE (VAN COMPLIANT) (1 PER 6 ACCESSIBLE SPACES):	1	1	1
TOTAL:	115	24	34

AMENDMENTS

NO.	REVISION	BY	DATE	APPR.

LEGAL DESCRIPTION: LOT 1 BLOCK 1, LA BELLE SUBDIVISION, COUNTY OF ARAPAHOE, STATE OF COLORADO

THIS SITE PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF, QUIKTRIP, AS ITS INTEREST MAY APPEAR OF RECORD HAS CAUSED THESE PRESENTS TO BE EXECUTED

THIS _____ DAY OF _____ AD. _____.

BY: _____
TITLE: AUTHORIZED SIGNATORY

STATE OF _____

COUNTY OF _____

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS ____ DAY OF 20____.

_____ NOTARY SEAL
(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____

NOTARY BUSINESS ADDRESS:

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ADAMS COUNTY, COLORADO ON THIS_____ DAY OF _____, 20____A.D. AT_____O'CLOCK___M.

_____ _____
COUNTY CLERK AND RECORDER DEPUTY .

PAGE NO.: _____
RECEPTION NO.: _____

CITY OF AURORA APPROVALS

CITY ATTORNEY:

PLANNING DIRECTOR:

PLANNING COMMISSION:

CITY COUNCIL:

ATTEST:

DATABASE APPROVAL:

CONTACTS

DEVELOPER
QUIKTRIP CORPORATION
12000 WASHINGTON ST. STE 175
THORNTON, CO 80241
PHONE: (303) 248-0435
CONTACT: JESSICA GLAVAS

SURVEYOR
ALTURA LAND CONSULTANTS
6950 S. TUCSON WAY, UNIT C
CENTENNIAL, CO 80112
TEL: (720) 531-4663
CONTACT: MARTIN BRAUNS, PLS

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
6200 S SYRACUSE WAY #300
GREENWOOD VILLAGE, CO 80111
TEL: (303) 228-2327
CONTACT: SHELBY MADRID, P.E.

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
6200 S SYRACUSE WAY #300
GREENWOOD VILLAGE, CO 80111
TEL: (303) 228-2319
CONTACT: CHRIS HEPLER, PLA

811 Know what's below. Call before you dig.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
COVER SHEET

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_CV.DWG

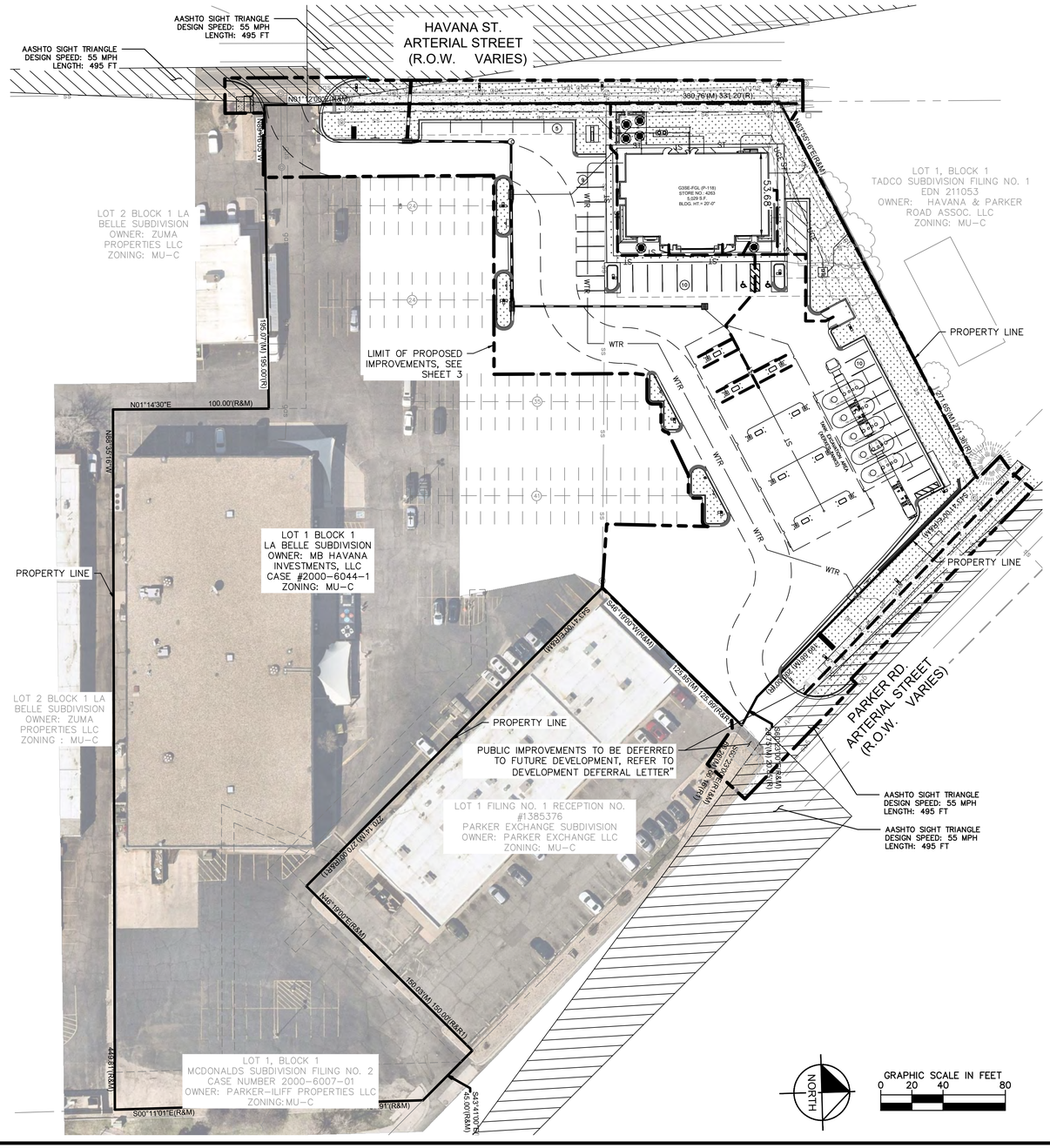
1

K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_CV.dwg DeHoyos, Schuyler 12/13/2024 11:34 AM

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- LIMIT OF PROPOSED IMPROVEMENTS
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ACCESSIBLE PATH
- 6" CURB PER COA STD DTL S7.1
- PROPOSED CONCRETE
- PROPOSED SIDEWALK
- PROPOSED LANDSCAPE
- AASHTO SIGHT TRIANGLE
- (XX) NUMBER OF PROPOSED PARKING SPACES
- (XX) NUMBER OF EXISTING PARKING SPACES
- PROPOSED SITE LIGHTING
- EXISTING SITE LIGHTING TO REMAIN
- PROPOSED STORM INLET
- PROPOSED MANHOLE
- EXISTING TREE TO REMAIN

PARKING COUNT:

LOT 1 PROPERTY EXISTING (TOTAL):	
STANDARD	287
ADA	4
LOT 1 PROPERTY PROPOSED	
STANDARD STALLS	214
ADA	4
IMPROVEMENT AREA	
EXISTING STANDARD STALLS	113
EXISTING ADA STALLS	2
	TOTAL: 115
PROPOSED PARALLEL STANDARD STALLS	5
PROPOSED STANDARD 90 DEGREE STALLS	27
PROPOSED ADA STALLS	2
	TOTAL: 34

SUBAREA A FRONTAGE SUMMARY:

HAVANA ST. FRONTAGE	295.90 FT
PARKER ROAD FRONTAGE	178.55 FT
TOTAL FRONTAGE	474.45 FT
ALLOWABLE SURFACE PARKING FRONTAGE	25%
ALLOWABLE FOR SITE	118 FT
PROPOSED SURFACE PARKING FRONTAGE (5 PARALLEL PARKING SPOTS)	101 FT

SITE PLAN NOTES

1. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
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DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
OVERALL SITE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

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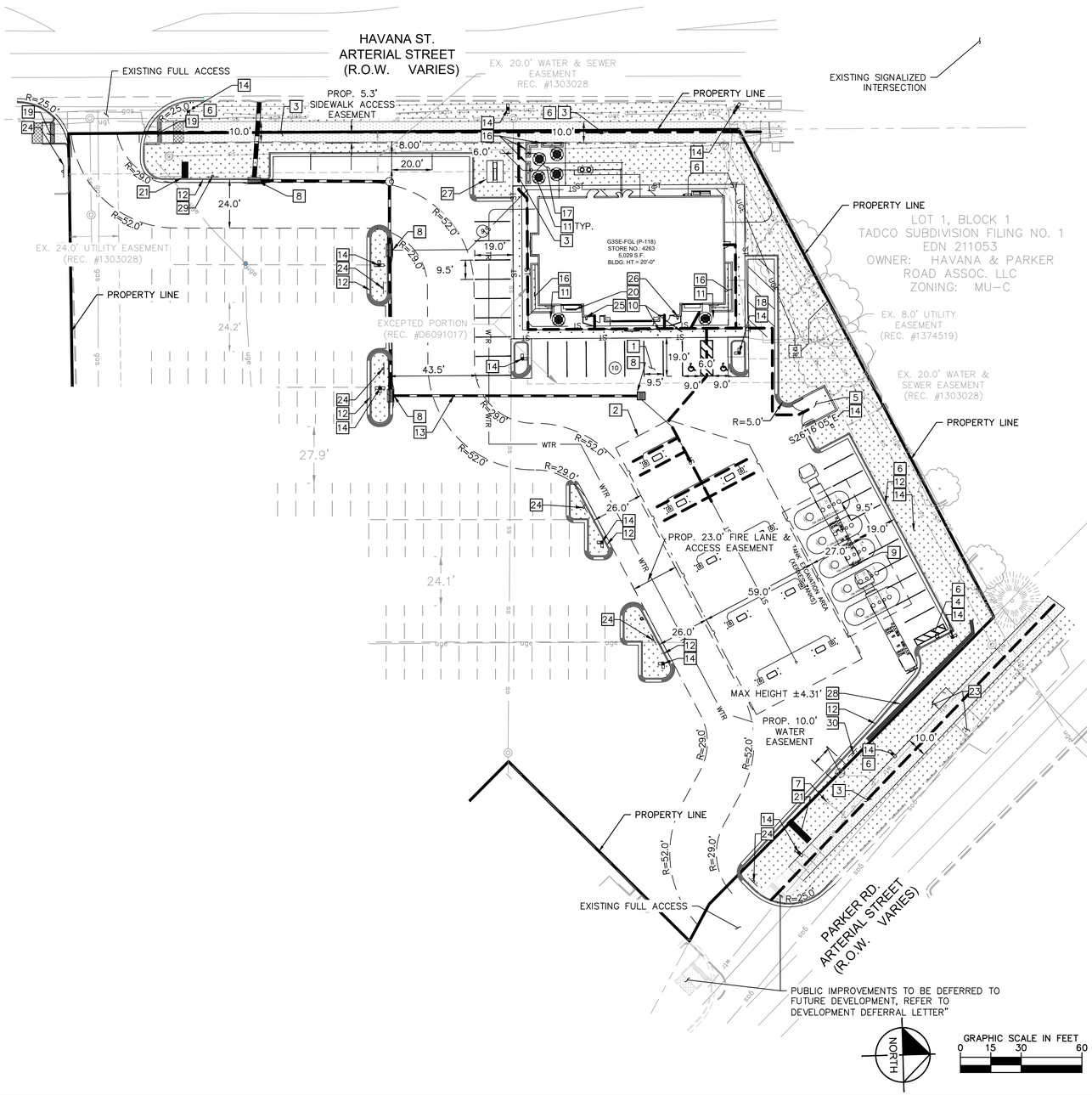
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ACCESSIBLE PATH
- 6" VERTICAL CURB PER COA STD DTL S7.1
- PROPOSED CONCRETE
- PROPOSED SIDEWALK
- PROPOSED LANDSCAPE
- (XX) NUMBER OF PROPOSED PARKING SPACES
- (XX) NUMBER OF EXISTING PARKING SPACES
- PROPOSED SITE LIGHTING
- EXISTING SITE LIGHTING TO REMAIN
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- EXISTING TREE TO REMAIN

GENERAL NOTES:

1. DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. SIGNS TO COMPLY WITH MUTCD LATEST EDITION, UNLESS NOTED.
3. ALL PROPOSED PARKING STALLS ARE 90 DEGREES, 9.5' WIDE AND 18' LONG UNLESS OTHERWISE NOTED.
4. ALL ABOVE GRADE UTILITY BOXES SHALL BE PER THE UTILITY PROVIDER.
5. LANDSCAPING SHALL BE PROVIDED PER THE LANDSCAPE PLAN.
6. REFER TO LIGHTING AND PHOTOMETRIC PLANS FOR SITE LIGHT DETAILS
7. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

SITE PLAN NOTES:

1. VAN ACCESSIBLE PARKING
2. FUEL CANOPY
3. PROPOSED SIDEWALK, WIDTH PER PLAN
4. AIR STATION (REFER TO SHEET 12)
5. TRASH ENCLOSURE
6. LANDSCAPE AREA (REFER TO LANDSCAPE PLANS)
7. EXISTING FIRE HYDRANT ASSEMBLY
8. STORM INLET (REFER TO GRADING PLAN)
9. UNDERGROUND FUEL TANKS (5-15,000 GAL)
10. ADA PARKING SIGNAGE (REFER TO SHEET 12)
11. OUTDOOR SEATING (REFER TO SHEET 12)
12. CONCRETE CURB & GUTTER
13. STORM SEWER MANHOLE
14. SITE LIGHT
15. EXISTING MULTI-TENANT SIGNAGE TO REMAIN, TYPE PER PLAN
16. LANDSCAPE PLANTER (TYP.) (REFER TO LANDSCAPE PLANS)
17. 431 SF PATIO AREA W/ PATTERNED CONCRETE
18. 16' X 40' LOADING SPACE
19. PROPOSED ACCESSIBLE RAMP
20. BIKE RACK (REFER TO SHEET 13)
21. RELOCATED MULTI-TENANT MONUMENT SIGN (REFER TO SIGNAGE PLAN)
22. NOT USED
23. RELOCATED BUS STOP PAD AND LOADING AREA
24. PROPOSED "NO PARKING" FIRE LANE SIGNAGE (REFER TO SHEET 12)
25. EMERGENCY FUEL SHUTOFF SWITCH (REFER TO SHEET 13)
26. KNOX BOX
27. PROPOSED SINGLE TENANT MONUMENT SIGN
28. PROPOSED WALL (REFER TO SHEET 5)
29. PROPOSED "FIRE LANE CONNECTS TO HAVANA" SIGNAGE (REFER TO SHEET 12)
30. PROPOSED "FIRE LANE CONNECTS TO PARKER" SIGNAGE (REFER TO SHEET 12)

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NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
DETAILED SITE PLAN

PRELIMINARY
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Kimley»Horn
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PROJECT NO.
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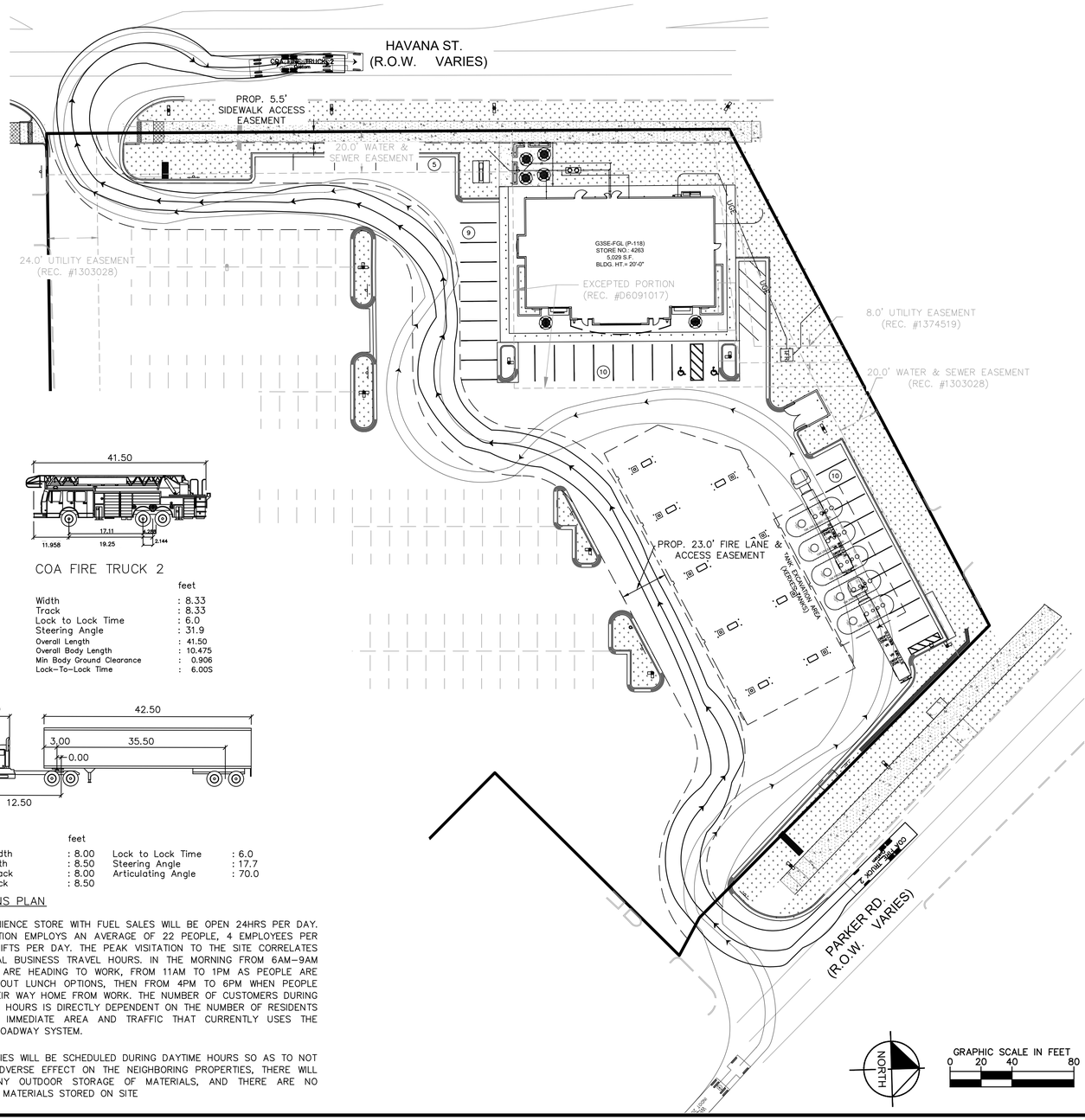
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



COA FIRE TRUCK 2

	feet
Width	: 8.33
Track	: 8.33
Lock to Lock Time	: 6.0
Steering Angle	: 31.9
Overall Length	: 41.50
Overall Body Length	: 10.475
Min Body Ground Clearance	: 0.906
Lock-To-Lock Time	: 6.00S

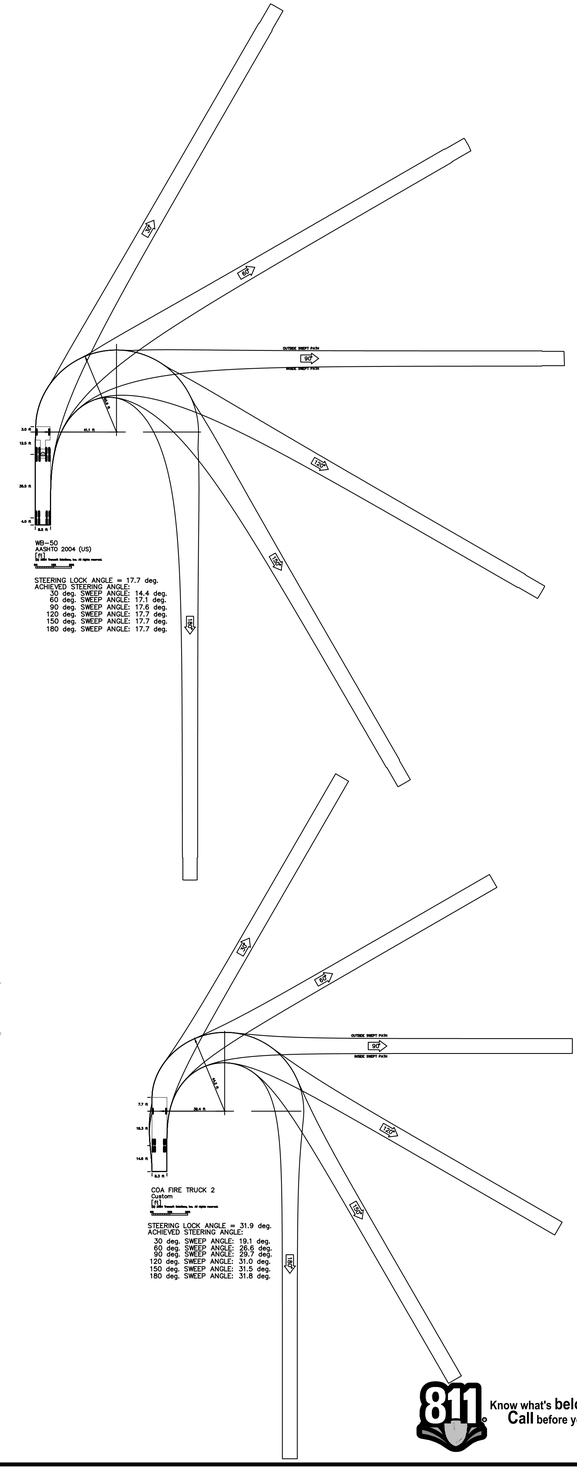
WB-50

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.7
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		

OPERATIONS PLAN

THE CONVENIENCE STORE WITH FUEL SALES WILL BE OPEN 24HRS PER DAY. EACH LOCATION EMPLOYS AN AVERAGE OF 22 PEOPLE, 4 EMPLOYEES PER SHIFT, 3 SHIFTS PER DAY. THE PEAK VISITATION TO THE SITE CORRELATES WITH NORMAL BUSINESS TRAVEL HOURS. IN THE MORNING FROM 6AM-9AM AS PEOPLE ARE HEADING TO WORK, FROM 11AM TO 1PM AS PEOPLE ARE SEARCHING OUT LUNCH OPTIONS, THEN FROM 4PM TO 6PM WHEN PEOPLE ARE ON THEIR WAY HOME FROM WORK. THE NUMBER OF CUSTOMERS DURING THESE PEAK HOURS IS DIRECTLY DEPENDENT ON THE NUMBER OF RESIDENTS WITHIN THE IMMEDIATE AREA AND TRAFFIC THAT CURRENTLY USES THE ADJACENT ROADWAY SYSTEM.

ALL DELIVERIES WILL BE SCHEDULED DURING DAYTIME HOURS SO AS TO NOT HAVE AN ADVERSE EFFECT ON THE NEIGHBORING PROPERTIES, THERE WILL NOT BE ANY OUTDOOR STORAGE OF MATERIALS, AND THERE ARE NO HAZARDOUS MATERIALS STORED ON SITE



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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
OPERATIONS PLAN

PRELIMINARY
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Kimley»Horn
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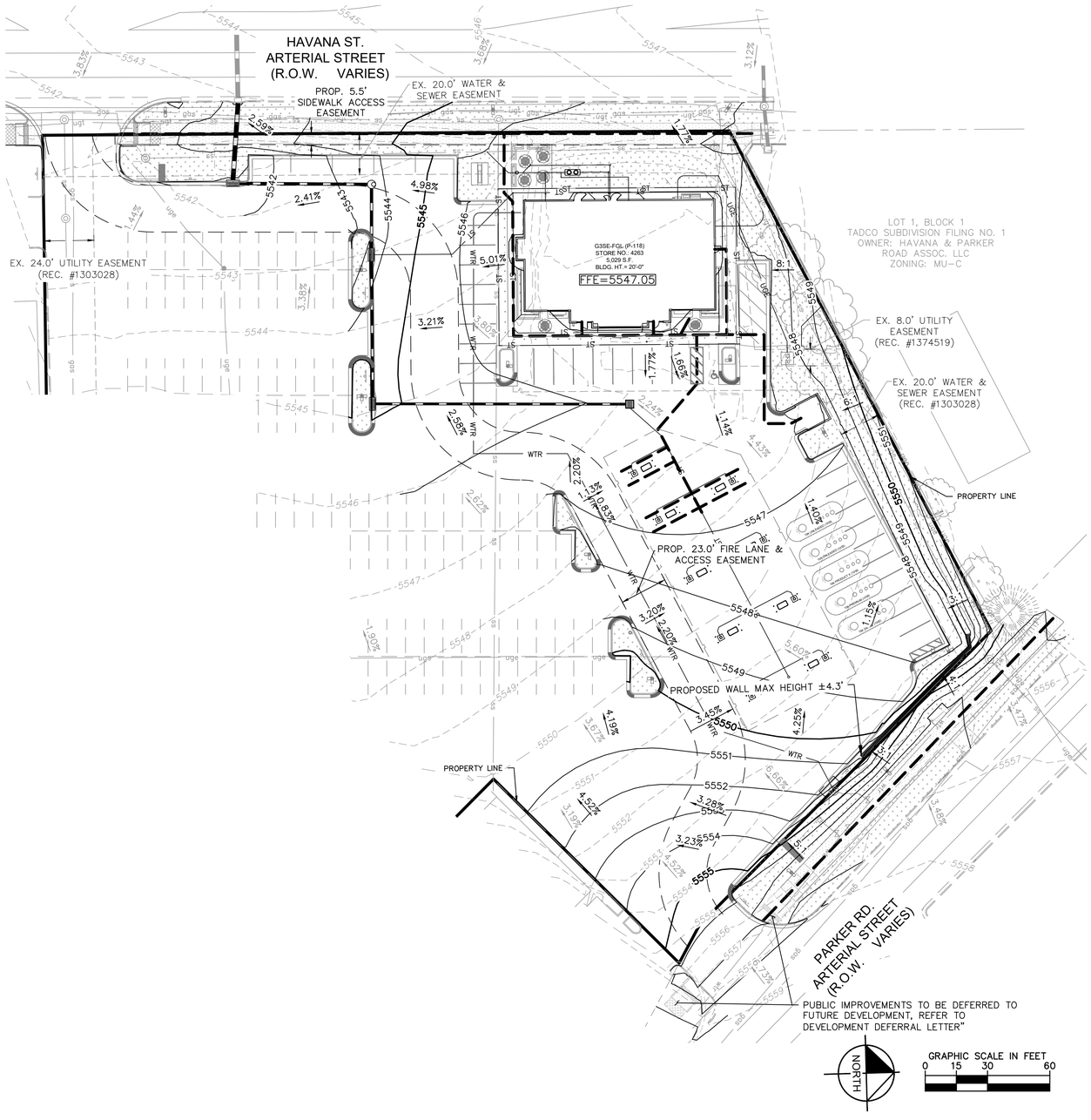
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED CURB & GUTTER
- ACCESSIBLE PATH
- 5499 PROPOSED CONTOUR
- 5499 EXISTING CONTOUR
- WTR PROPOSED WATER LINE
- SS PROPOSED SANITARY SEWER
- ST PROPOSED STORM LINE
- PROPOSED STORM
- X.XX% PROPOSED FLOW PATH
- X.XX% EXISTING FLOW PATH
- PROPOSED INLET
- PROPOSED MANHOLE

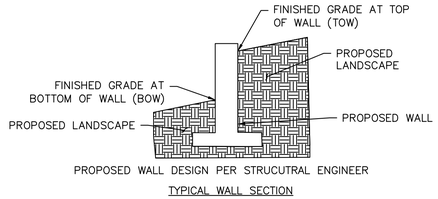
GENERAL NOTES:

1. MINIMUM SLOPE ON UNPAVED AREAS IS 2% MINIMUM SLOPE ON ASPHALT IS 1% AND MINIMUM SLOPE ON CONCRETE IS 0.5%.
2. THE MAXIMUM SLOPE WITHIN ROW IS 4:1, THE MAXIMUM SLOPE FOR PROPERTY OUTSIDE OF THE ROW IS 3:1.
3. THE SLOPE AWAY FROM THE BUILDING IN NON-PAVED AREAS SHALL HAVE A MINIMUM GRADE OF FIVE (5) PERCENT FOR THE FIRST TEN FEET OR TO THE PROPERTY LINE, WHICHEVER OCCURS FIRST, THEN A MINIMUM OF ONE & ONE HALF (1.50) PERCENT UNTIL THE SLOPE REACHES THE SWALE AROUND THE BUILDING. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT THE TEN FEET OF HORIZONTAL DISTANCE, A FIVE (5) PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING STORM RUNOFF AWAY FROM THE FOUNDATION. IMPERVIOUS SURFACES WITHIN TEN FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2) PERCENT AWAY FROM THE BUILDING.
4. THE MAXIMUM PERMISSIBLE LONGITUDINAL GRADE FOR FIRE LANES IS 10%. THE MAXIMUM TRANSVERSE GRADE FOR A FIRE LANE IS FOUR (4) PERCENT WITH A RESULTANT MAXIMUM SLOPE OF TEN PERCENT.
5. THE RESULTANT GRADE IN ANY DIRECTION WITHIN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED TWO PERCENT.
6. THE MAXIMUM CROSS SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED TWO PERCENT. THE MAXIMUM LONGITUDINAL SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED FIVE PERCENT.
7. DETAILED LAYOUT AND DESIGN FOR PROPOSED CURB RAMPS WITHIN RIGHT OF WAY OR ALONG AN ACCESSIBLE ROUTE WILL BE COMPLETED WITH THE CIVIL PLANS.

UNADJUSTED EARTHWORK

CUT: 3,0484 CY
FILL: 1,352 CY
NET: 1,692 CY (CUT)

NOTE: EARTHWORK QUANTITIES ARE BASED ON THE PROPOSED FINISHED GRADE AND DO NOT ACCOUNT FOR SHRINK, SWELL, PAVEMENT SECTIONS OR OVER EXCAVATION.



TYPICAL WALL SECTION

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
GRADING PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
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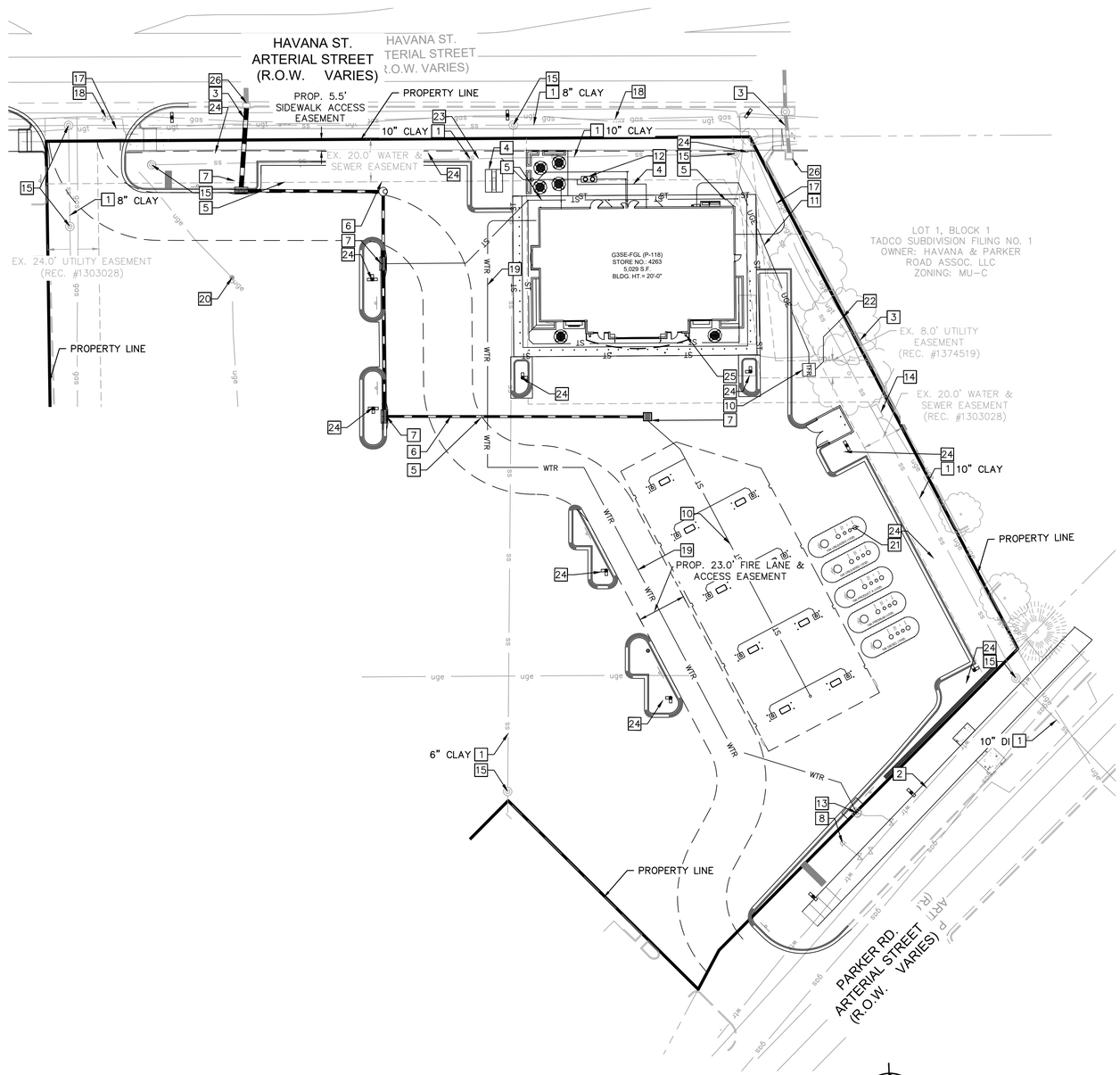
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- WTR — PROPOSED WATER LINE
- SS — PROPOSED SANITARY SEWER LINE
- ST — PROPOSED STORM
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- ss — EXISTING SANITARY SEWER
- gas — EXISTING GAS LINE
- ugt — EXISTING COMMUNICATION LINE
- PROPOSED SITE LIGHTING
- EXISTING SITE LIGHTING TO REMAIN
- PROPOSED STORM INLET
- PROPOSED MANHOLE
- TFR — PROPOSED TRANSFORMER

SITE PLAN NOTES:

1. EXISTING SANITARY SEWER LINE, KNOWN INFORMATION PROVIDED ON PLAN
2. EXISTING WATER MAIN
3. EXISTING STORM SEWER
4. PROPOSED SANITARY SEWER SERVICE LINE
5. PROPOSED STORM LINE
6. PROPOSED STORM SEWER MANHOLE
7. PROPOSED STORM INLET
8. EXISTING FIRE HYDRANT TO REMAIN
9. NOT USED
10. RELOCATED TRANSFORMER
11. PROPOSED ELECTRIC CONDUIT LINE
12. PROPOSED GREASE TRAP
13. PROPOSED 1.5-INCH WATER METER (IN EXISTING METER LOCATION)
14. EXISTING ELECTRICAL EQUIPMENT
15. EXISTING SANITARY SEWER MANHOLE TO REMAIN
16. NOT USED
17. EXISTING UNDERGROUND COMMUNICATION LINE
18. EXISTING GAS LINE
19. PROPOSED DOMESTIC WATER SERVICE
20. EXISTING SITE LIGHTING
21. PROPOSED BELOW GRADE FUEL TANKS
22. CONNECTION TO EXISTING ELECTRIC LINE
23. CONNECTION TO EXISTING SANITARY SEWER LINE
24. PROPOSED SITE LIGHTING
25. PROPOSED EMERGENCY FUEL SHUTOFF SWITCH
26. EXISTING STORM INLET

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
UTILITY PLAN

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

LANDSCAPE CODE REQUIREMENTS:

ZONE: MU-C MIXED USE CORRIDOR DISTRICT
HAVANA OVERLAY DISTRICT CONDITION 1
LOT SIZE: 1.288 AC (55,757 SF)
LANDSCAPE AREA: 0.401 AC (17,468 SF)

	WIDTH	LENGTH	REQUIRED	PROVIDED
PARKING LOT PERIMETER SCREENING:				
3'-4' DOUBLE ROW OF SHRUBS 3' O.C. >50% DECIDUOUS FLOWERING SHRUBS	-	-	DOUBLE ROW SHRUBS	DOUBLE ROW SHRUBS
PARKING LOT ISLAND LANDSCAPE:				
1 TREE AND 6 SHRUBS PER 9'X19' ISLAND	5 ISLANDS	-	5 TREES AND 30 SHRUBS	5 TREES* AND 34 SHRUBS
2 TREES AND 12 SHRUBS PER 9'X38' ISLAND	4 ISLANDS	-	8 TREES AND 48 SHRUBS	8 TREES AND 74 SHRUBS
* TREE SUBSTITUTED AT A RATE OF 10 FIVE GAL SHRUBS PER TREE				
CURBSIDE LANDSCAPING / TREE LAWN ONE TREE PER 40 LF ONE SHRUB PER 40 SF				
PARKER RD.				
TREES	10'	179 LF	4 TREES	4 TREES
SHRUBS	1,858 SF	-	47 SHRUBS	50 SHRUBS
HAVANA ST.				
TREES	10'	277 LF	7 TREES	70 T.E.*
SHRUBS	2,984 SF	-	75 SHRUBS	80 SHRUBS
* TREES SUBSTITUTED AT A RATE OF 10 FIVE GAL SHRUBS PER TREE				
BUILDING PERIMETER LANDSCAPING 1 TREE EQUIVALENT (T.E.) PER 40 LF				
NORTH	-	54'	1.4 T.E.	1.4 T.E.
SOUTH	-	54'	1.4 T.E.	1.4 T.E.
EAST	-	92'	2.3 T.E.	2.4 T.E.
WEST	-	92'	2.3 T.E.	2.3 T.E.
TRASH AREA SCREENING				
EVERGREEN PLANTINGS AROUND WALL	-	-	EVERGREEN ROW	EVERGREEN ROW

HAVANA OVERLAY DISTRICT STREET PERIMETER BUFFER LANDSCAPING
TWO TREE EQUIVALENTS (T.E.) PER 40 LF OF FRONTAGE

	AMOUNT	BUFFER REQUIRED	BUFFER PROVIDED	PLANTING REQUIRED	PLANTING PROVIDED
WEST - HAVANA ST.	330 LF	9' WIDTH	5' WIDTH*	16.5 T.E.	18.8 T.E.
EAST - PARKER RD.	220 LF	9' WIDTH	16.5' WIDTH	11 T.E.	14.8 T.E.
NON-STREET BUFFER LANDSCAPING ONE TREE AND FIVE SHRUBS PER 40 LF					
NORTH	272 LF	10' WIDTH	10' - 21' WIDTH	7 TREES & 34 SHRUBS	7 EVRGRN TREES & 56 SHRUBS

*DOUBLE ROW OF SHRUBS PROVIDED BECAUSE BUFFER DEPTH REDUCED TO 5' (TABLE 4.7-2)

LANDSCAPE NOTES

1. ALL UTILITY EASEMENT SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT ENTRY.
2. FOUR CUBIC YARDS OF ORGANIC MATERIAL PER 1,000 SF OF LANDSCAPE AREA IS REQUIRED FOR SOIL AMENDMENT.
3. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY.
4. ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON-IRRIGATED NATIVE, RESTORATIVE, AND DRYLAND GRASS AREAS, MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION, AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
5. THE PROPOSED FREE STANDING LIGHTS ARE THE EVOLVE-LED SCALABLE AREA LIGHT (EASC SERIES). THE EVOLVE-EASC IS AN LED SQUARE FIXTURE MOUNTED TO A SQUARE POLE AT 25'. TYPE 4 LIGHTING DISTRIBUTION IS PROPOSED THROUGHOUT THE PROPERTY AREA, WHILE TYPE 3 LIGHTING DISTRIBUTION IS PROPOSED AT THE PERIMETER OF THE PROPERTY. LIGHTING DISTRIBUTION SHIELDS ARE USED AT SPECIFIC POLE LOCATIONS TO INHIBIT LIGHTING SPILL-OVER TO ADJACENT PROPERTIES
6. SIDEWALKS WILL BE A CONCRETE SLAB. VEHICULAR DRIVES AND PARKING LOTS WILL BE ASPHALT.
7. ALL PLANTING BEDS TO HAVE 3/4 " THICK RIVER ROCK MULCH PLACED AT A DEPTH OF 3", INCLUDING AROUND TREES AND SHRUBS
8. ALL PROPOSED LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE IN COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10

FIRE SAFETY LANDSCAPE NOTES

1. LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS, FIRE DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCERNIBLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS.
2. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
3. LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN CANNOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).

WATER USAGE TABLE

WATER USAGE	SQUARE FOOTAGE	% OF TOTAL LA AREA
LOW	5,634 SF	29%
MEDIUM	13,651 SF	71%
HIGH	0 SF	0%

NATIVE SEED MIX
SEEDING RATE: 15 PLS/ACRE

COMMON NAME	PERCENTAGE
WESTERN WHEATGRASS	20%
SLENDER WHEATGRASS	20%
BLUE GRAMA	15%
BUFFALOGRASS	15%
SODAR STREAMBANK WHEATGRASS	15%
SHERMAN BIG BLUEGRASS	10%
CANADA WILDRYE	5%
TOTALS	100%

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6200 S South Syracuse Way #300 Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: CPH
DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE SCHEDULES

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Kimley»Horn
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PROJECT NO.
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DRAWING NAME
MUNICIPALITY

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

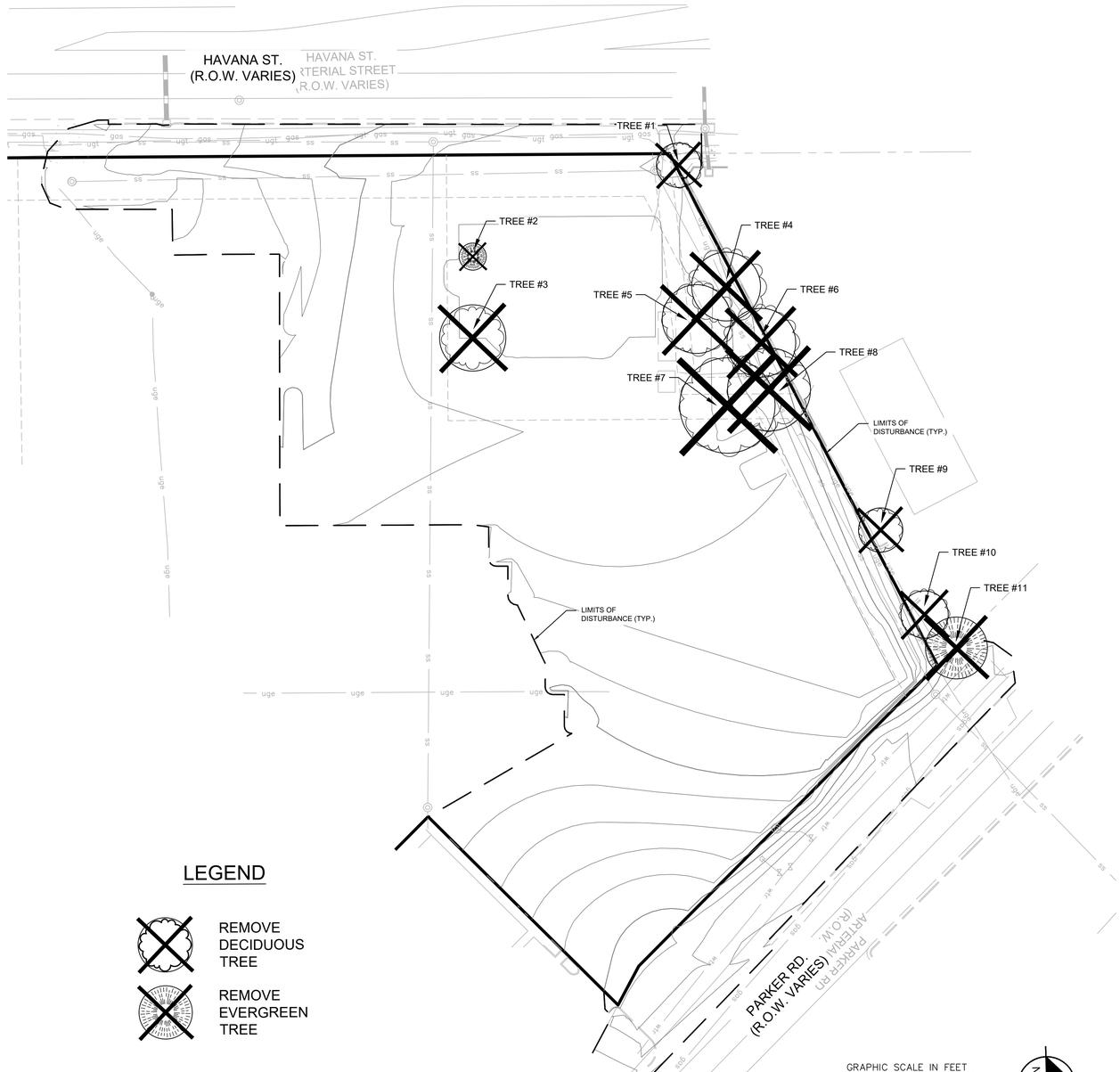
TREE OBSERVATIONS

TREE #	SPECIES	DIAMETER	MITIGATION VALUE	COMMENTS
1	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
2	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
3	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
4	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
5	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
6	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
7	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
8	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
9	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
10	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
11	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
		TOTAL :	$$$	

TREE PROTECTION NOTES

1. *PRIOR TO THE BEGINNING OF CONSTRUCTION, ESTABLISH THE TREE PROTECTION ZONE BY INSTALLING TREE PROTECTION FENCING AROUND ALL EXISTING TREES TO REMAIN. LOCATE FENCING AT THE OUTSIDE OF THE DRIP LINE OF THE TREES OR AT A DISTANCE FROM THE TREE TRUNK OF ONE(1) FOOT OF RADIUS FOR EVERY INCH OF TRUNK DIAMETER, WHICHEVER IS GREATER. FOR GROUPS OF TREES, THE MINIMUM DISTANCE BETWEEN THE TREE TRUNK AND THE FENCING SHALL BE ONE(1) FOOT FOR EACH INCH OF TRUNK DIAMETER. FOLLOWING INSTALLATION OF FENCING, REQUEST INSPECTION BY THE CITY OF AURORA PARKS & FORESTRY DIVISION (303-739-7177) OR AUTHORIZED DESIGNEE.*
2. *TREE PROTECTION FENCING SHALL BE 4' HEIGHT, ORANGE MESH FENCING ATTACHED TO "T" POSTS. FENCING SHALL BE INSPECTED AND MAINTAINED DAILY.*
3. *CONTRACTORS SHALL BE RESPONSIBLE FOR ALL OF THEIR WORKERS, SUBCONTRACTORS AND SUPPLIERS UNDER THIS REQUIREMENT. WITHIN THE TREE PROTECTION ZONE, THE FOLLOWING CONSTRUCTION ACTIVITIES SHALL NOT BE ALLOWED EXCEPT AS NECESSARY TO EXECUTE DETAILS TP-2.0, 2.1, 3.1 & 3.2:*
   - *A. EQUIPMENT USE AND STORAGE*
   - *B. MATERIAL DELIVERY OR STORAGE*
   - *C. VEHICLE TRAFFIC, PARKING, USE OR STORAGE*
   - *D. SPREADING, EXCAVATING, COMPACTING OR STOCKPILING OF SOIL*
   - *E. CONCRETE WASH-OUT AREAS AND RUN-OFF FROM CONCRETE WASH-OUT AREAS*
   - *F. FOOT TRAFFIC*
   - *G. RUN-OFF CONTAINING HARMFUL LIQUIDS SUCH AS OIL, GAS, PAINT, SOLVENTS, FERTILIZER, ASPHALT, MORTAR, TAR OR SIMILAR MATERIALS*
4. *VIOLATION OF THE TREE PROTECTION ZONE SHALL RESULT IN A FINE OF $500 PER INCIDENCE AND MAY BE INCREASED BASED ON THE PERCENTAGE OF THE ZONE AFFECTED MULTIPLIED BY THE FULL VALUE OF THE TREE (OR TREES) ESTABLISHED PRIOR TO CONSTRUCTION. IF MORE THAN 30% OF THE TREE PROTECTION ZONE IS DAMAGED, THE FINE SHALL BE THE FULL VALUE OF THE ADJACENT TREE (OR TREES). FOR THE PURPOSE OF THESE REQUIREMENTS, CONSTRUCTION FENCING (LOCATED AT THE LIMITS OF CONSTRUCTION) SHALL BE TREATED AS TREE PROTECTION FENCING AND SHALL ESTABLISH A TREE PROTECTION ZONE FOR NEARBY TREES.*
5. *DAMAGE TO THE MAIN TRUNKS OF TREES IS PROHIBITED. DAMAGE NOT PREVIOUSLY DOCUMENTED SHALL RESULT IN A FINE BASED ON THE PERCENTAGE OF THE CIRCUMFERENCE AFFECTED. DAMAGE GREATER THAN 30% OF THE CIRCUMFERENCE OR AFFECTING THE STRUCTURAL INTEGRITY OF THE TREE WILL RESULT IN A FINE EQUAL TO THE FULL VALUE OF THE TREE.*
6. *LIMB REMOVAL IS PROHIBITED, UNLESS APPROVED PRIOR TO CONSTRUCTION OR AS AUTHORIZED BY THE CITY OF AURORA PARKS & FORESTRY DIVISION. LIMB REMOVAL, IF APPROVED, SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. DAMAGED BRANCHES SHALL BE PRUNED WITHIN 10 DAYS OF THE OCCURRENCE UTILIZING ANSI A300 STANDARDS. UNAUTHORIZED LIMB DAMAGE OR REMOVAL CAN RESULT IN A FINE OF $500 PER BRANCH AS MAY BE DETERMINED BY THE CONSTRUCTION MANAGER OR HIS FORESTRY CONSULTANT. LIMB REMOVAL AND ALL OTHER APPROVED PRUNING SHALL BE PERFORMED BY A PROFESSIONAL COMPANY THAT IS LICENSED BY THE CITY OF AURORA FORESTRY DIVISION.*
7. *IF ROOTS GREATER THAN ONE(1) INCH DIAMETER REQUIRE CUTTING/REMOVAL, A CLEAN CUT SHALL BE ACCOMPLISHED USING A SHARP HAND TOOL. A MAXIMUM OF TWO(2) 3-INCH DIAMETER ROOTS PER TREE ARE PERMITTED FOR REMOVAL. THE REMOVAL OF ADDITIONAL ROOTS 3-INCHES OR GREATER IN DIAMETER REQUIRES APPROVAL OF THE CITY FORESTER OR AUTHORIZED DESIGNEE.*
8. *EXISTING TREES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE IMMEDIATELY REPAIRED AND IF DAMAGED BEYOND REPAIR, REPLACED PER THE MITIGATION SPECIFICATIONS OUTLINED IN SECTION IV, SUBSECTION A, ITEM 3 OF THE TREE PRESERVATION POLICY. THE MITIGATION PLAN FOR THESE TREES SHALL FOLLOW THAT APPROVED THROUGH THE SITE PLAN SUBMITTAL.*

AURORA	*City of Aurora* *Parks, Recreation & Open Space Dept.* *Date: October 2020*	*TREE PROTECTION NOTES*	***PROS TP-1.0***



LEGEND

REMOVE DECIDUOUS TREE

REMOVE EVERGREEN TREE

GRAPHIC SCALE IN FEET
0 15 30 60
1" = 30'

NORTH

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: CPH
DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
TREE MITIGATION PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
MUNICIPALITY

8

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

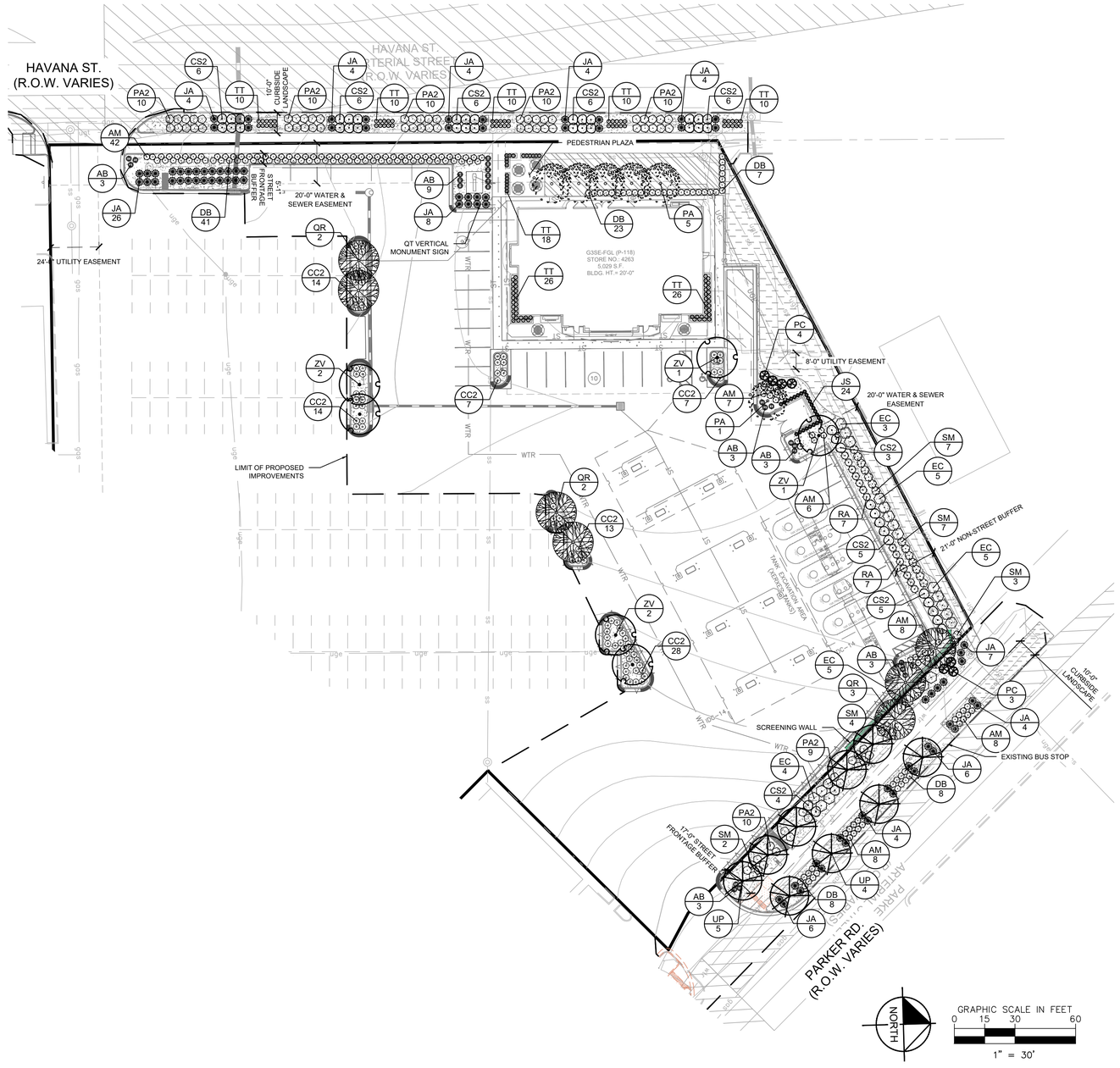
NOT FOR CONSTRUCTION

LANDSCAPE NOTES

1. *ALL PROPOSED LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE IN COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10'*

Landscape Schedule

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
TREES						
	PA	6	ARISTOCRAT CALLERY PEAR PYRUS CALLERYANA `ARISTOCRAT` TM	B & B	2" CAL MIN	8` - 10` HT. MIN.
	UP	9	LACEBARK ELM ULMUS PARVIFOLIA	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
	QR	7	NORTHERN RED OAK QUERCUS RUBRA	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
	ZV	6	VILLAGE GREEN JAPANESE ZELKOVA ZELKOVA SERRATA 'VILLAGE GREEN'	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
EVERGREEN TREES						
	PC	7	CUPRESSINA NORWAY SPRUCE PICEA ABIES 'CUPRESSINA'	B & B		6` HT MIN
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SPACING	SIZE
DECIDUOUS SHRUBS						
	RA	14	ALPINE CURRANT RIBES ALPINUM	5 GAL	SEE PLAN	18" HT MIN
	CC2	83	BLUE MIST SPIREA "DARK KNIGHT" CARYOPTERIS CLANDONENSIS	5 GAL	SEE PLAN	18" FULL
	EC	22	COMPACT BURNING BUSH EUONYMUS ALATUS 'COMPACTUS'	5 GAL	SEE PLAN	24" FULL
	SM	23	DWARF KOREAN LILAC SYRINGA MEYERI 'PALIBIN'	5 GAL	SEE PLAN	24" FULL
	PA2	69	RUSSIAN SAGE PEROVSKIA ATRIPLICIFOLIA	5 GAL	SEE PLAN	18" HT MIN
EVERGREEN SHRUBS						
	JA	81	ARCADIA JUNIPER JUNIPERUS SABINA 'ARCADIA'	5 GAL	SEE PLAN	24" SPRD. MIN.
	DB	87	BRIGGS MOONLIGHT DAPHNE DAPHNE X BURKWOODII 'BRIGGS MOONLIGHT'	5 GAL	SEE PLAN	
	AM	79	MANZANITA 'PANCHITO' ARCTOSTAPHYLOS MANZANITA	5 GAL	SEE PLAN	18" FULL
	JS	24	SKYROCKET JUNIPER JUNIPERUS SCOPULORUM 'SKYROCKET'	5 GAL	SEE PLAN	36" HT MIN
	CS2	47	SPANISH GOLD BROOM CYTISUS PURGANS `SPANISH GOLD`	5 GAL	SEE PLAN	36" FULL
	TT	120	TATER TOT ARBORVITAE THUJA OCCIDENTALIS 'TATER TOT'	5 GAL	SEE PLAN	
ORNAMENTAL GRASSES						
	AB	24	BLUE AVENA HELICTOTRICHON SEMPERVIRENS	1 GAL	SEE PLAN	12" HT MIN
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE	SPACING
GROUND COVERS						
	R	13,651 SF	2"-3" ROCK COBBLE MULCH RIVER ROCK MULCH	-	ROCK	-
	BD2	1,611 SF	BUFFALO GRASS SEED BOUTELOUA DACTYLOIDES	SEED		
	NS	4,023 SF	LOWLAND SEED NATIVE SHORTGRASS SEED MIX	SEED	-	-



NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

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DRAWN BY: AMC
CHECKED BY: CPH
DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
MUNICIPALITY

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

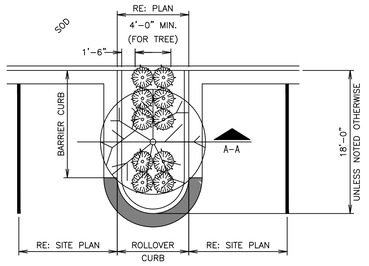
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

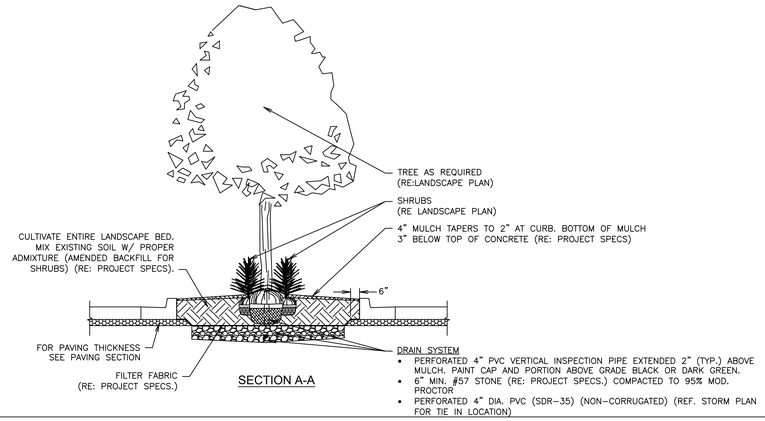
RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED

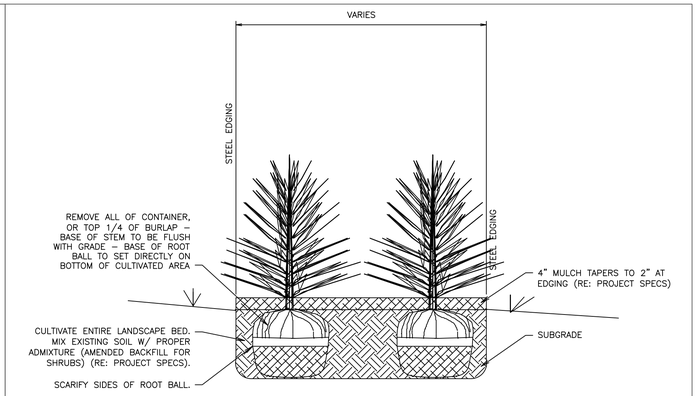


PLAN

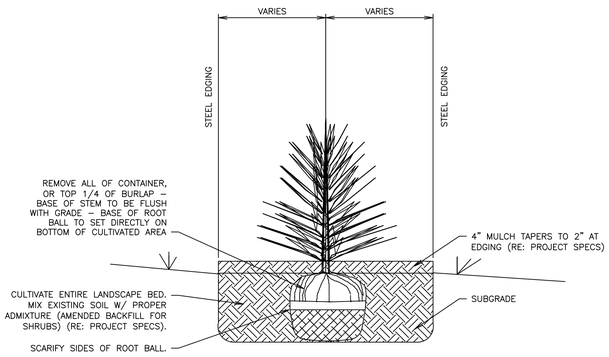


SECTION A-A

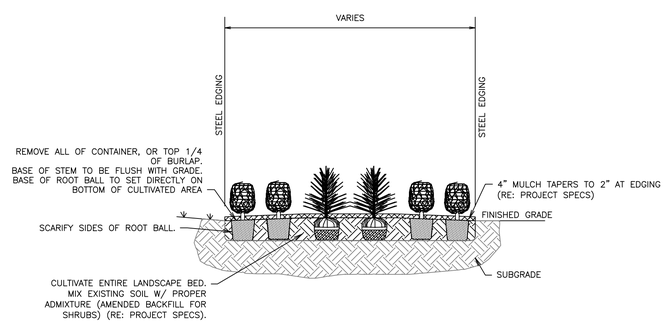
L1	PARKING ISLAND W/ SHRUBS & TREE LANDSCAPE DETAIL (ADJACENT TO CURB & GUTTER)
NTS	SN: LD012A011



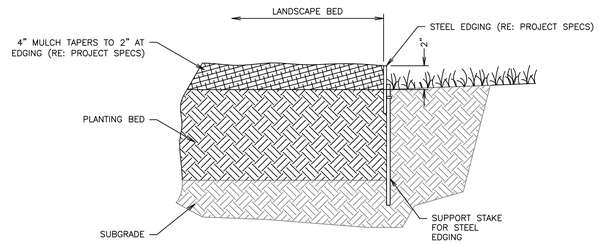
A11	SHRUB SCREENING SECTION B-B
NTS	SN: LD005A004



F1	SINGLE SHRUB SCREENING SECTION B-B
NTS	SN: LD026A001



F6	SHRUB PLANTING SECTION A-A
NTS	SN: LD003A005



F11	LANDSCAPE STEEL EDGING DETAIL
NTS	SN: LD006A004

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

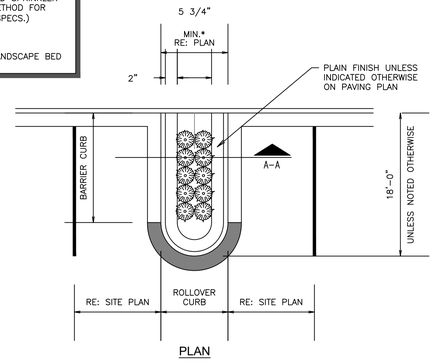
NOT FOR CONSTRUCTION

RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

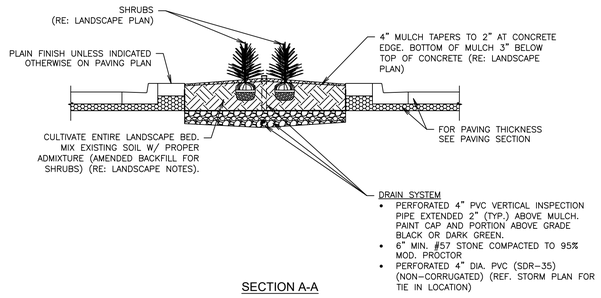
LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

*FOR DOUBLE ROW SHRUBS

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED



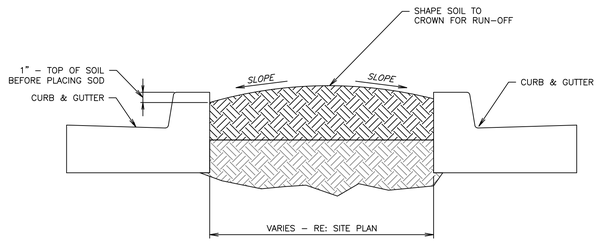
PLAN



SECTION A-A

F1	PARKING ISLAND W/ SHRUBS LANDSCAPE DETAIL (ADJACENT TO CURB & GUTTER)
NTS	SN: LD010A012

NOTE: SLOPE ON LAWN AREAS NOT TO EXCEED 3:1 UNLESS NOTED OTHERWISE (RE: GRADING PLAN)

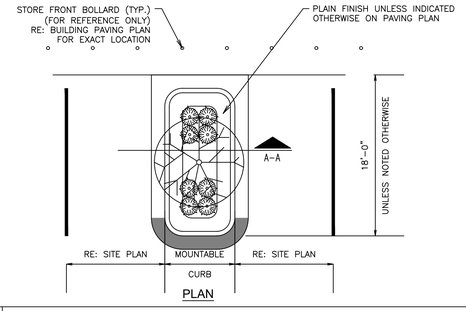


	TYPICAL LAWN SECTION
NTS	SN: LD007A002

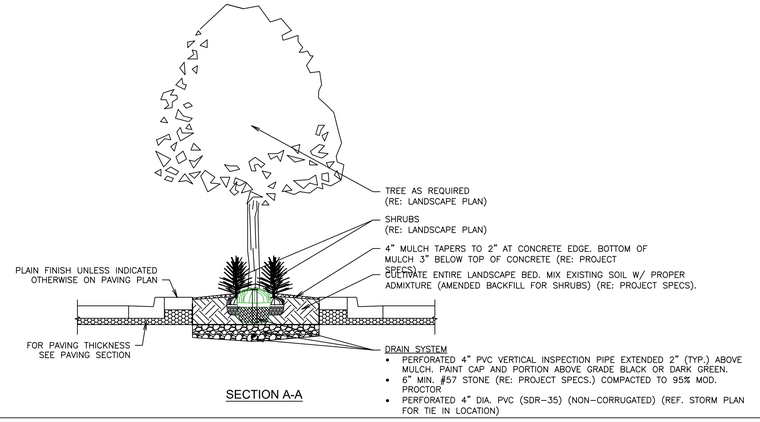
RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED



PLAN

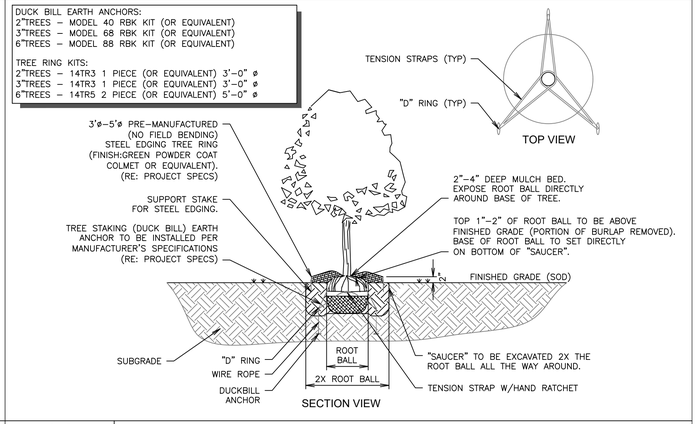


SECTION A-A

	PARKING ISLAND W/ SHRUBS & TREE LANDSCAPE DETAIL (W/ RADIUS PROTECTOR)
NTS	SN: LD011A012

DUCK BILL EARTH ANCHORS:
2"TREES - MODEL 40 RBK KIT (OR EQUIVALENT)
3"TREES - MODEL 68 RBK KIT (OR EQUIVALENT)
6"TREES - MODEL 88 RBK KIT (OR EQUIVALENT)

TREE RING KITS:
2"TREES - 14TR3 1 PIECE (OR EQUIVALENT) 3'-0" ø
3"TREES - 14TR3 1 PIECE (OR EQUIVALENT) 3'-0" ø
6"TREES - 14TR5 2 PIECE (OR EQUIVALENT) 5'-0" ø



SECTION VIEW

A6	TREE PLANTING DETAIL - DUCKBILL
NTS	SN: LD008B006

Kimley»Horn
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6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

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PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE DETAILS

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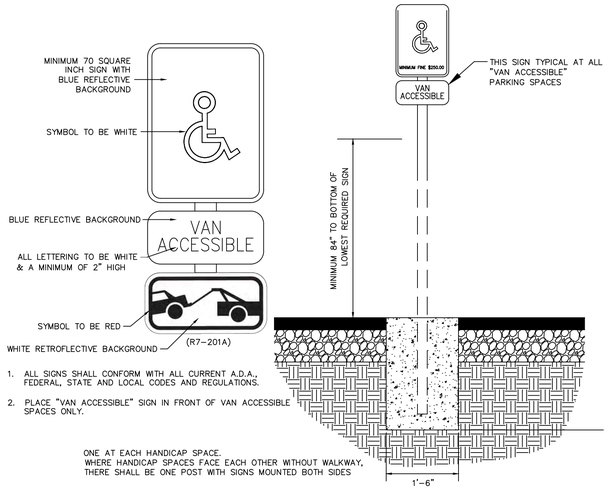
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

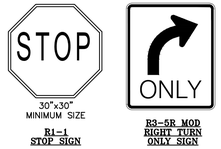
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

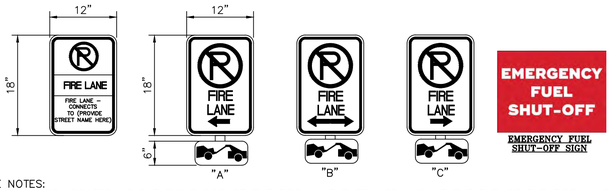


HANDICAP PARKING SIGN

N.T.S.

SIGN LEGEND:





FIRE LANE NOTES:
1. SIGNS SHALL BE LOCATED AT THE RIGHT SIDE OF THE FIRE LANE ENTRANCE AND AT THE END OF THE FIRE LANE. THE INTERMEDIATE SIGNS SHALL HAVE DOUBLE HEADED ARROWS POINTING IN BOTH DIRECTIONS.

2. TYPICALLY, THE MAXIMUM SPACING OF THE FIRE LANE SIGNS IS 100' ON CENTER WITH SIGNS BEING PLACED ON BOTH SIDES OF THE FIRE LANE EASEMENT. WHERE EXCESSIVE CURVATURE OF THE FIRE LANE EXISTS, THE SPACING OF THE FIRE LANE SIGNAGE WILL BE INCREASED AS NEEDED.

3. THE SIGNS SHALL BE SET AT ANGLE OF NOT LESS THAN 30 DEGREES AND NOT MORE THAN 45 DEGREES WITH THE CURB OR LINE OF TRAFFIC FLOW.

4. FIRE LANE SIGNS SHOULD BE INSTALLED 2' BEHIND CURB OR SIDEWALK.

5. THE CLEARANCE TO THE BOTTOM OF THE SIGN SHALL BE 7 FEET. THERE SHALL BE NO OTHER SIGNS ATTACHED TO THE SIGN OR POST.

6. PLACEMENT OF THESE SIGNS CANNOT ENCROACH INTO THE 29' INSIDE TURNING RADIUS OF THE FIRE LANE EASEMENT, OBSTRUCT ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION OR ENCROACH INTO THE ACCESSIBLE ROUTE OF THE SIDEWALK AREA.

7. SIGNS SHALL BE INSTALLED PER COA DETAIL TE-11

8. SIGNS SHALL BE SET AT AN ANGLE OF NOT LESS THAN 30 DEGREES AND NOT MORE THAN 45 DEGREES WITH THE CURB OR LINE OF TRAFFIC FLOW.

9. SIGNS SHALL BE SPACED 50-FEET ON ALTERNATING SIDES OF THE FIRE LANE IN ACCORDANCE WITH 2015-IFC

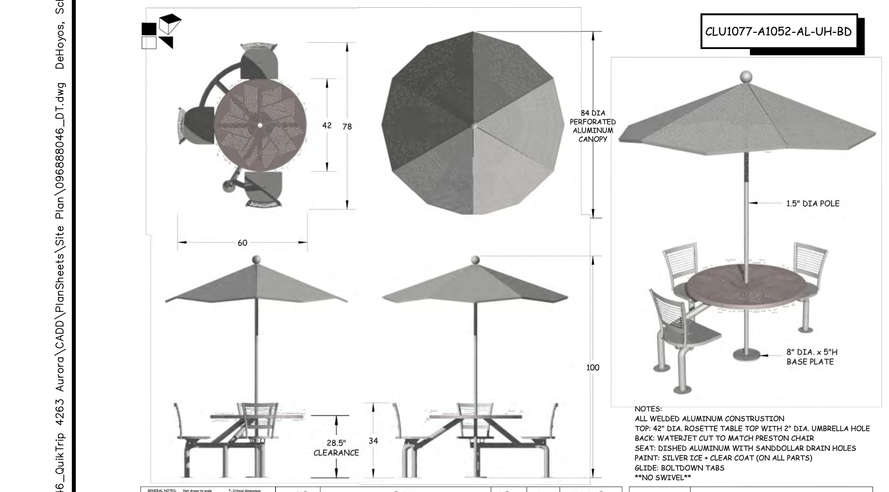
10. SIGNS SHALL BE INSTALLED 2 FEET BEHIND CURB OR SIDEWALK

11. FIRE LANE SIGN DETAIL SHALL SHOW L, R, B (OR SIMILAR) IDENTIFICATION FOR EACH SIGN UTILIZED TO MATCH LOCATIONS ON PLANS

12. LOWEST SIGN SHALL BE MOUNTED 7 FEET ABOVE GRADE

FIRE LANE SIGN

N.T.S.



NOTES:
ALL WELDED ALUMINUM CONSTRUSTION
TOP: 42" DIA. ROSETTE TABLE TOP WITH 2" DIA. UMBRELLA HOLE
BACK: WATERJET CUT TO MATCH PRESTON CHAIR
SEAT: DISHED ALUMINUM WITH SANDDOLLAR DRAIN HOLES
PAINT: SILVER ICE + CLEAR COAT (ON ALL PARTS)
GLIDE: BOLTDOWN TABS
NO SWIVEL

DATE	E.C.O	REV.	BY	APPROVED
27FEB12	ADD TABLE TOP		RN	
29MAR11	ILLUSTRATION		DK	

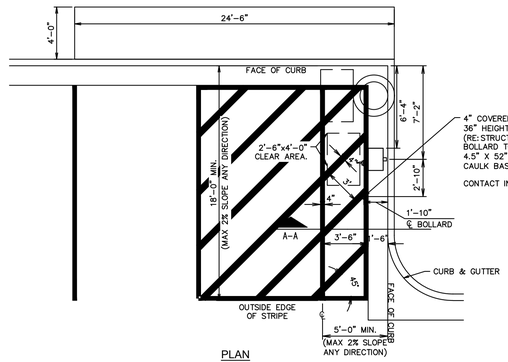
BENCHMARK DESIGN GROUP
456 OSCEOLA AVENUE
JACKSONVILLE, FL. 32250

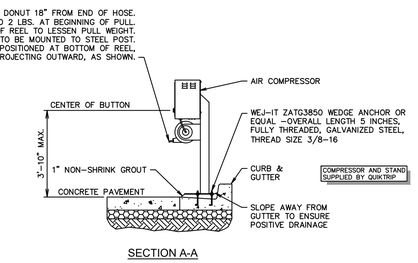
TCW file location: F: Rebecca / Umb & Clusters / 3-seater / CLU1077-A1052-AL-UH-BD

CLIENT:	QUIKTRIP
LOCATION:	TULSA, OK
DESCRIPTION:	3-SEAT PRESTON CLUSTER (ADA COMPLIANT)
MATERIAL:	ALL ALUMINUM

OUTDOOR SEATING DETAIL

N.T.S.





AIR SERVICE INSTALL PLAN (RIGHT HAND INSTALL)

N.T.S.

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Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SITE DETAIL SHEET

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO. 096888046

DRAWING NAME 096888046_DT.DWG

12

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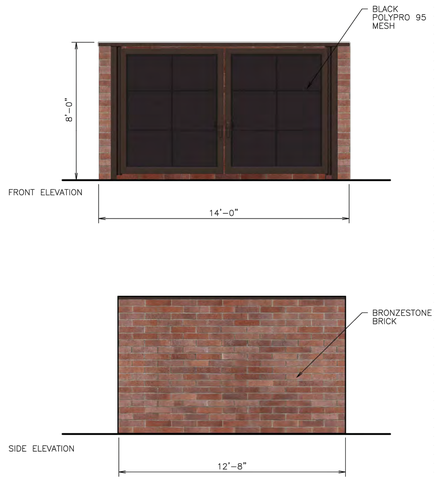
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

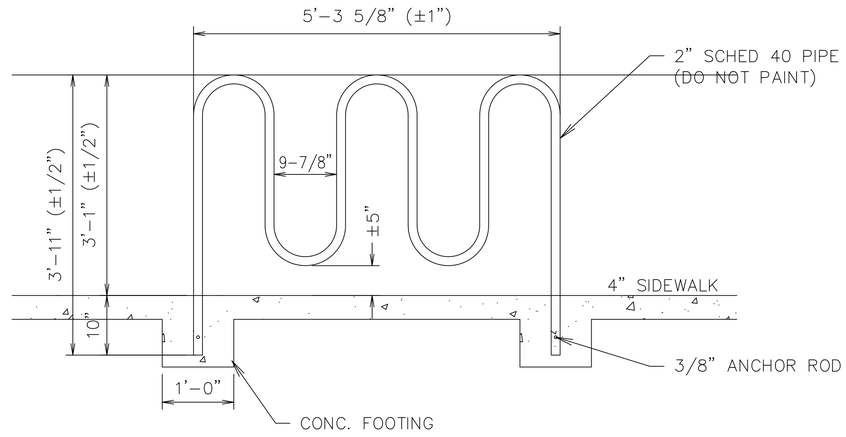
MODEL: BELSON OUTDOORS MODEL: H36-7-G-IG
(PROVIDED BY CONTRACTOR)



TRASH ENCLOSURE DETAILS

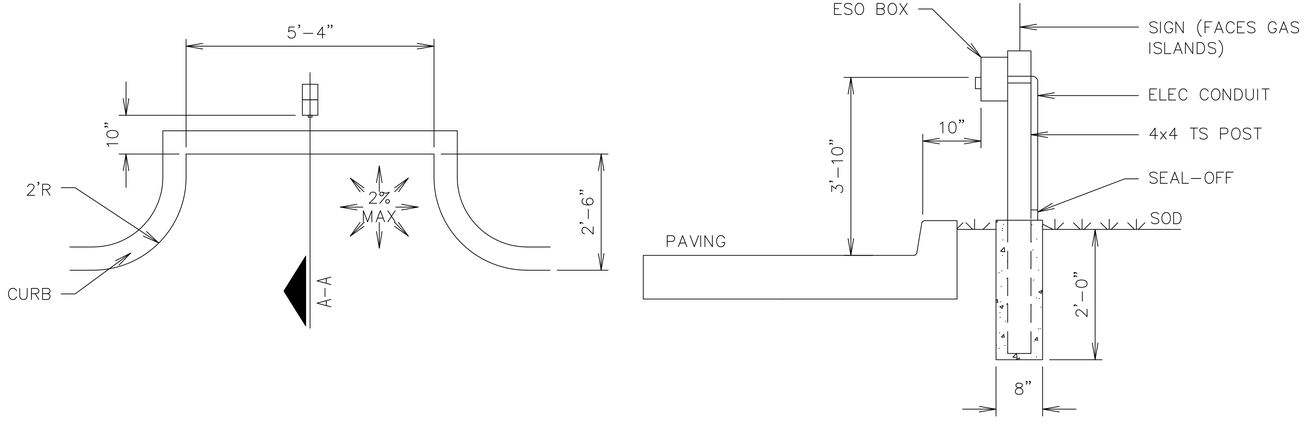
N.T.S.

GC TO PROVIDE AND INSTALL EMERGENCY SHUTOFF SWITCH SIGNAGE AS REQUIRED BY LOCAL JURISDICTION



GEN III BIKE RIBBON RACK DETAIL

N.T.S.



SECTION A-A

EMERGENCY SHUT OFF DETAIL

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SITE DETAIL SHEET

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13

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Brightness Table		
	TOTAL	BRIGHT COLOR
FRONT FACADE:	1635 SF	152 SF 9%
RIGHT FACADES:	899 SF	31 SF 3%
REAR FACADE:	1477 SF	96 SF 6%





QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #		Address:	City, State:
4263	G3SE Building Elevations	Parker & Havana	Aurora, CO

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
83-4263-G3SE	1/8"=1'-0"	08.16.24	JK	

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOBOND	FASCIA
4	QT RED	SHERWIN-WILLIAMS	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	QT BROWN	SHERWIN - WILLIAMS	METAL PAINT
7	CL-44	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
8	CL-46R	ALLEN INDUSTRIES	SIGNAGE
9	ONYX	QUALITY STONE VENEER	STACKED STONE

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
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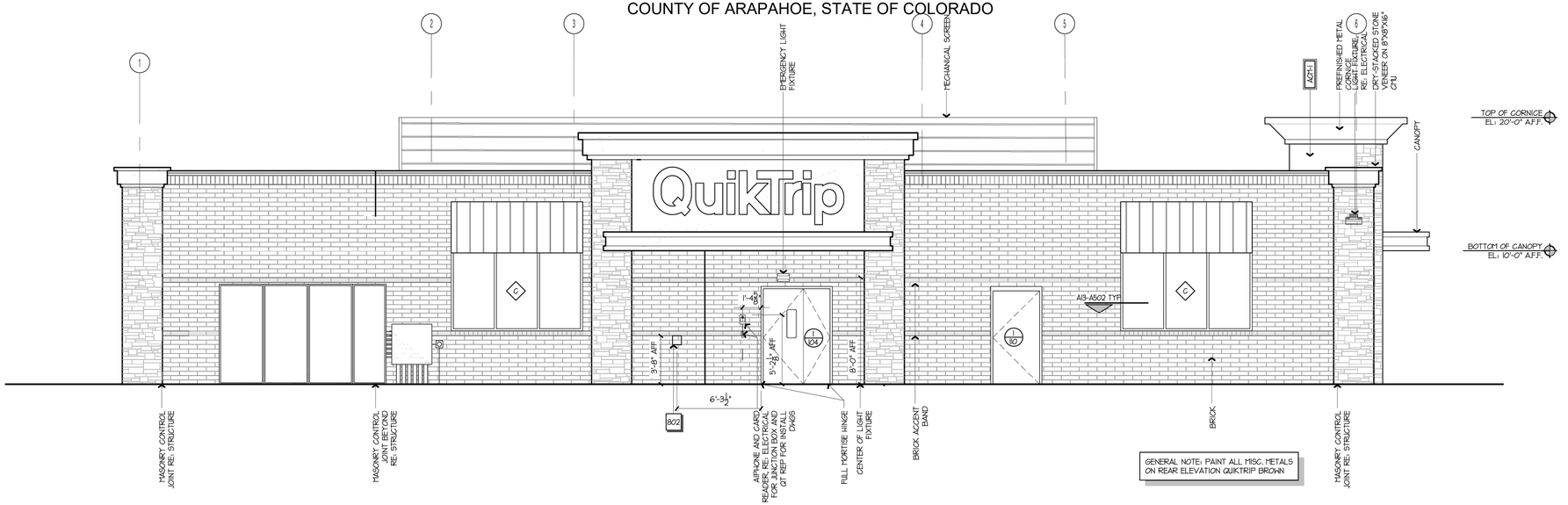
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

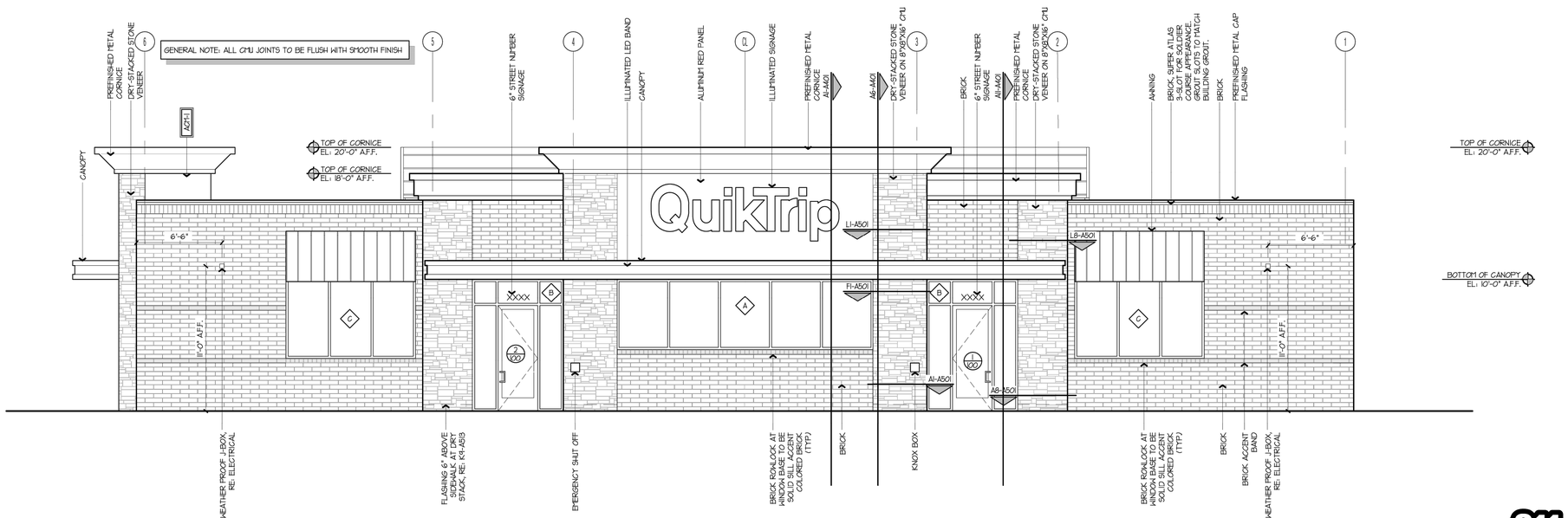
GENERAL NOTE: ALL CMU JOINTS TO BE FLUSH WITH SMOOTH FINISH



GENERAL NOTE: PAINT ALL MISC. METALS ON REAR ELEVATION QUIKTRIP BROWN

REAR ELEVATION
N.T.S

GENERAL NOTE: ALL CMU JOINTS TO BE FLUSH WITH SMOOTH FINISH



FRONT ELEVATION
N.T.S

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS (A201)

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Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

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15

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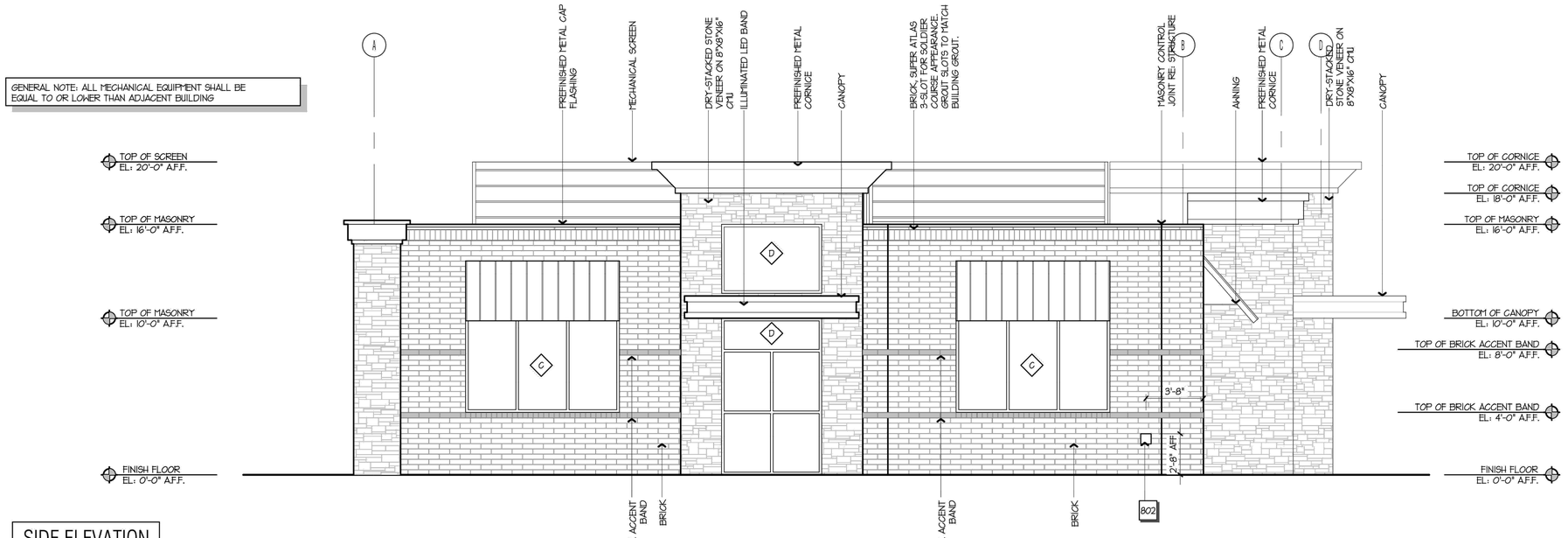
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

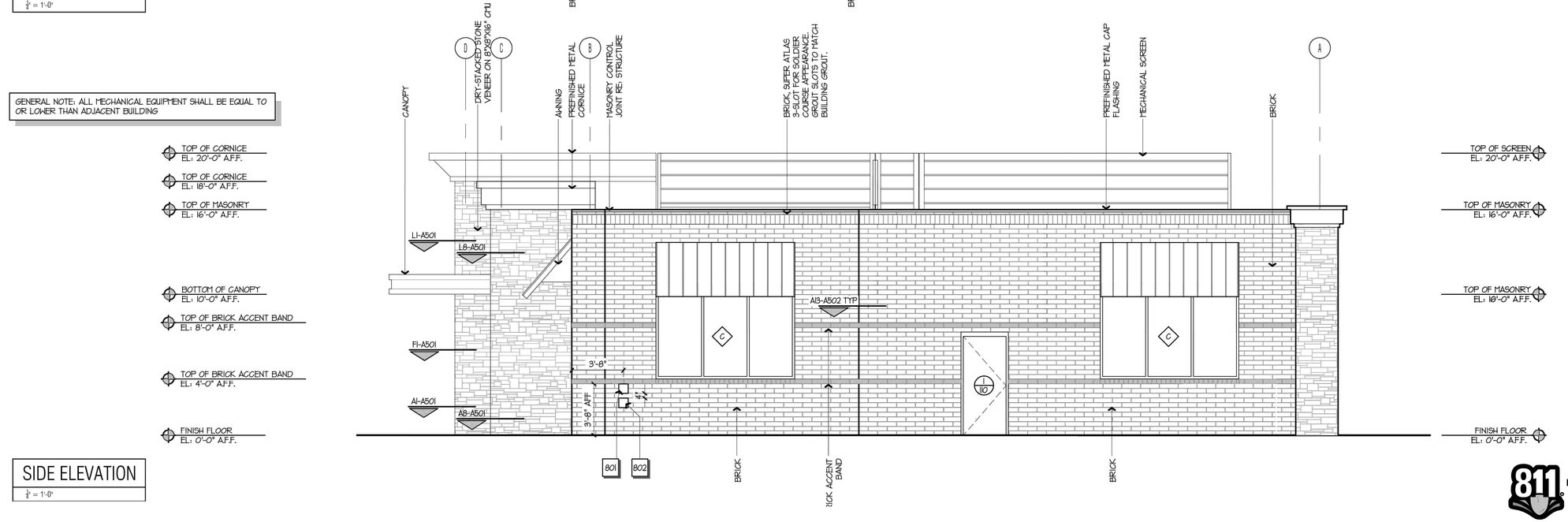
GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING



SIDE ELEVATION

$\frac{1}{4}$" = 1'-0"

GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING



SIDE ELEVATION

$\frac{1}{4}$" = 1'-0"

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS (A202)

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Kimley-Horn and Associates, Inc.

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16

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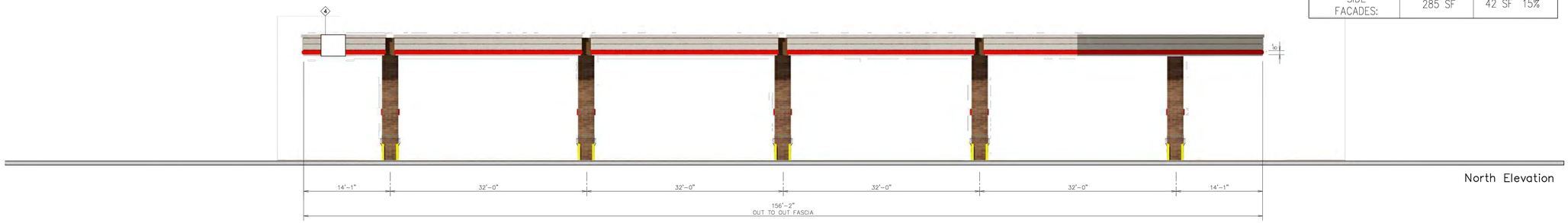
QUIKTRIP 4263

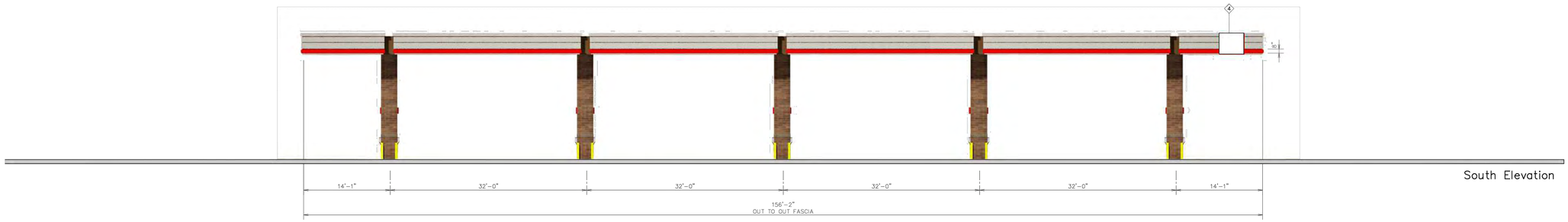
SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

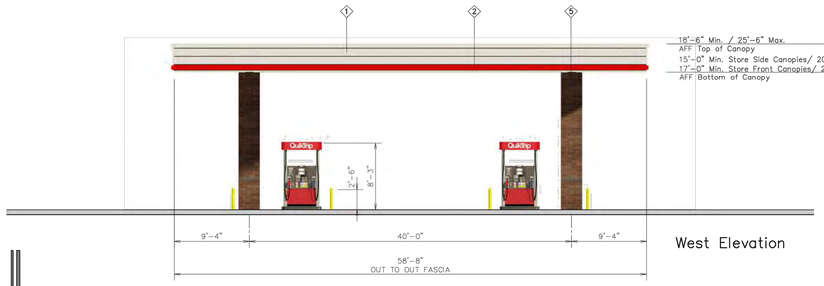
Brightness Table		
	TOTAL	BRIGHT COLOR
FRONT/REAR FACADE:	736 SF	146 SF 20%
SIDE FACADES:	285 SF	42 SF 15%



North Elevation



South Elevation



West Elevation



East Elevation

QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Address:	City, State:
4263 Double Stack 9 Canopy Elevations	Parker & Havana	Aurora, CO

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
83-4263-GD09	1/8"=1'-0"	08.15.24	JK	

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOBOND	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN – WILLIAMS	METAL/PAINT
4	QC-14	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
CANOPY ELEVATIONS

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Kimley»Horn
Kimley-Horn and Associates, Inc.

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096888046

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17

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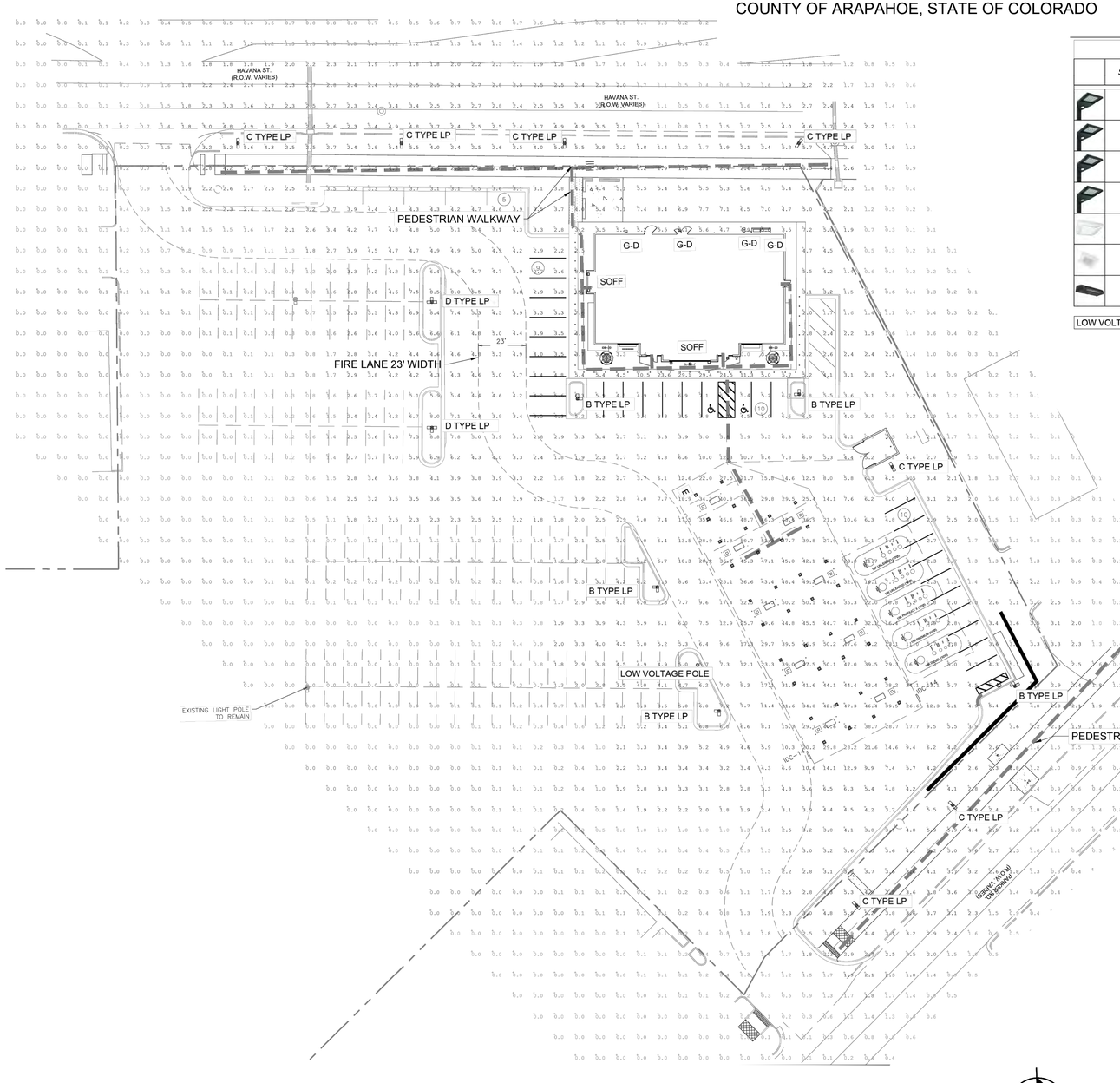
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

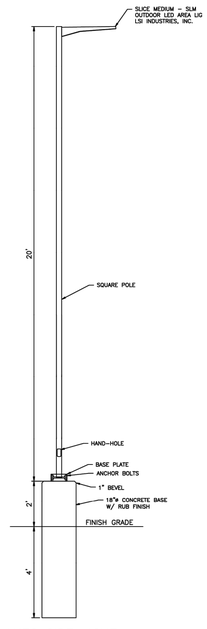
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LUMINAIRE SCHEDULE

	SYMBOL	LABEL	QTY	ARRANGEMENT	MOUNTING HEIGHT	LUMENS PER LAMP	LLF	DESCRIPTION	TOTAL WATTS	FINISH
		A	00	SINGLE	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		B	04	2 @ 90°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		C	07	2 @ 180°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		D	02	3 @ 90°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		E	36	SINGLE	17'	12,793	0.90	SCV-LED-13L-SC-40	83.6	WHITE
		SOFF	07	SINGLE	10'	6,041	0.90	XSPS-S-LED-VHO-NW-DFL	48.7	WHITE
		G-D	04	SINGLE	12'	12,793	0.90	XWM-3-LED-06-40	54.0	BLACK

LOW VOLTAGE POLES - 1



AUTO SIDE LIGHT STANDARD
NOT TO SCALE

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

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DESIGNED BY: SAM
DRAWN BY: SPD
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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC SITE PLAN

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QUIKTRIP 4263
SITE PLAN AND CONDITIONAL USE
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog # :
Project :
Prepared By :
Date :

Slice Medium - SLM
Outdoor LED Area Light



The Slice's sleek design makes it perfectly-suited for Commercial & Industrial applications, while its cost-effective die-cast aluminum housing makes its acquisition cost very competitive. The Slice offers high performance silicone optics, die cast aluminum housing, #2,000+ lumens and is available with integral AirLink Synapse controls.

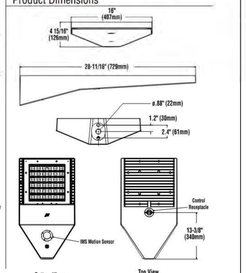
Features & Specifications

Optical System
- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refracter optics provide exceptional coverage and uniformity in IES Types 2, 3, SW, FT and FTA.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, 3000K, and 2700K color temperatures per ANSI C78.377, Optional 5700K CCT available in 90CRI only.
- Minimum CRI of 70. Optional 80 and 90 CRI available, consult factory for lead time.
- Integral Louver (IL) option available for improved back-light control without sacrificing street side performance. See page 5 for more details.

Electrical
- High-performance driver features over-voltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 3)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L lumen package rated to +40°C.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Terminal block provided accepts up to 10ga wire.
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

IP66

Product Dimensions



LSI Industries Inc. 10000 Alliance Rd. Cincinnati, OH 45242 • www.lsi-industries.com • (513) 372-3200 • LSI Industries Inc. All Rights Reserved.

Slice Medium - SLM
Outdoor LED Area Light

Features & Specifications (Cont.)

Construction
- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square poles.
- Luminaire is proudly manufactured in the U.S.of U.S. and imported parts.
- IP66 rated luminaire protects integral components from harsh environments.
- 3G rated for ANSI C136.31 high vibration applications
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 30 lbs in carton.

Controls
Wireless Controls System

To make this fixture AirLink ready, simply order one of the following options:
a. The integrated Wireless Lighting Controller: ALSC or ALSCH (see ordering guide) as the controls option, or
b. Integrated Wireless Controller option (above) with integrated motion sensor: ALSCS (ordering guide for mounting height) or
c. The 7-Pin Photoelectric Control Receptacle: CR7P as the controls option; and either the 5-Pin or 7-Pin Twist Lock Controller: ALSC UNV TLS or ALSC UNV TL7 as an accessory

To see how the components of AirLink system work together, reference the diagram in the controls section of this specsheet. For more information on our AirLink products, visit our website: www.lsi-airlink.com/airlink-synapse/

Stand-Alone Controls
- The integral passive infrared motion sensor (IMS) activates switching of luminaire light levels (see the controls section for more details).
- The 7-pin ANSI C136.41-2013 photocontrol receptacle option (CR7P) is available for twist lock photocontrols or wireless control modules.
- The Button Type Photocells (PCI) are capable of switching luminaires ON/OFF in response to the amount of available daylight.

Installation
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment for installing/servicing.
- Included terminal block provides quick and easy on-site wiring.
- Utilizes LSI's traditional 3" drill pattern for easy fastening of LSI products. (See drawing on page 1)

Warranty
- LSI LED Fixtures carry a 5-year warranty.

Listings
- Listed to UL 1598 and UL 8750.
- RoHS Compliant.
- American Recovery and Reinvestment Act Funding Compliant.
- IDA compliant: with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable For wet Locations.
- IP66 rated Luminaire. IP66 rated optical chamber.
- 3G rated for ANSI C136.31 high vibration applications

Performance

ELECTRICAL DATA (AMPS)*

Lumens	Watts	120V	208V	240V	277V	347V	480V
9L	68.2	0.6A	0.3A	0.3A	0.3A	0.2A	0.1A
12L	93.1	0.8A	0.4A	0.4A	0.3A	0.3A	0.2A
18L	140.5	1.2A	0.7A	0.6A	0.5A	0.4A	0.3A
24L	186.8	1.6A	0.9A	0.8A	0.7A	0.5A	0.4A
30L	248.6	2.1A	1.2A	1.0A	0.9A	0.7A	0.5A
36L	317.9	2.6A	1.5A	1.3A	1.1A	0.9A	0.7A
42L	393.4	3.3A	1.9A	1.6A	1.4A	1.1A	0.8A

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%

ELECTRICAL DATA - PHOSPHOR CONVERTED AMBER (AMPS)*

Lumens	Watts	120V	208V	240V	277V	347V	480V
9L	74.3	0.6A	0.4A	0.3A	0.3A	0.2A	0.2A
12L	100.9	0.9A	0.5A	0.4A	0.4A	0.3A	0.2A

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%

RECOMMENDED LUMEN MAINTENANCE(24-42L)

Ambient	Initial¹	25 hr²	50 hr²	75 hr²	100 hr²
0-40 C	100%	100%	97%	94%	92%

RECOMMENDED LUMEN MAINTENANCE(9-18L)

Ambient	Initial¹	25 hr²	50 hr²	75 hr²	100 hr²
0-50 C	100%	99%	91%	87%	83%

1 - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2 - In accordance with IESNA TM-21-11. Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
3 - In accordance with IESNA TM-21-11. Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

DELIVERED LUMENS*

Lumen Package	Distribution	Phosphor Converted Amber Delivered Lumens	Efficacy	BUG Rating	Wattage
9L	2	3056	80	B2-U0-G1	74
	3	3735	98	B3-U0-G1	
	5	4196	83	B3-U0-G1	
	3-IL	4205	56	B0-U0-G1	
	SW	5529	74	B3-U0-G1	
	FT	5622	76	B3-U0-G2	
	FT-IL	3712	50	B0-U0-G1	
	FTA	5997	80	B2-U0-G2	
	FTA-IL	4254	57	B0-U0-G1	
12L	2	7059	75	B2-U0-G2	103
	3-IL	4798	46	B0-U0-G1	
	3	7865	76	B3-U0-G2	
	5-IL	5335	52	B0-U0-G1	
	5	7913	77	B3-U0-G2	
	FT	7913	73	B3-U0-G2	
	FT-IL	4739	46	B0-U0-G2	
	FTA	7998	74	B2-U0-G2	
	FTA-IL	5997	57	B0-U0-G1	

*LED Chips are frequently updated therefore values are nominal

LUMINAIRE EPA CHART - SLM

Tilt Degree	0	30	45
Single	0.5	2.1	2.6
D180°	1.1	2.1	2.6
D90°	0.9	2.5	3.1

Tilt Degree	0	30	45
TN4°	1.2	2.9	3.6
TN120°	1.3	4.4	5.4
QUAD	1.2	2.9	3.6

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DELIVERED LUMENS*

Lumen Package	Distribution	CRI	2700K CCT Delivered Lumens	Efficacy	BUG Rating	3000K CCT Delivered Lumens	Efficacy	BUG Rating	4000K CCT Delivered Lumens	Efficacy	BUG Rating	5000K CCT Delivered Lumens	Efficacy	BUG Rating	Wattage
9L	2	70	8340	112	B2-U0-G1	8576	115	B2-U0-G1	9396	127	B2-U0-G1	8184	143	B2-U0-G1	69
	3	70	9135	123	B3-U0-G1	9393	126	B3-U0-G1	10293	139	B3-U0-G1	8966	156	B3-U0-G1	
	5	70	8631	116	B3-U0-G1	8874	119	B3-U0-G1	9725	131	B3-U0-G1	8472	148	B3-U0-G1	
	3-IL	70	5731	77	B0-U0-G1	5893	79	B0-U0-G1	6457	87	B0-U0-G1	5624	98	B0-U0-G1	
	SW	70	7539	101	B3-U0-G1	7753	104	B3-U0-G1	8494	114	B3-U0-G1	7398	129	B3-U0-G1	
	FT	70	7659	103	B3-U0-G2	7877	106	B3-U0-G2	8631	116	B3-U0-G2	7519	131	B3-U0-G2	
	FT-IL	70	5059	68	B0-U0-G1	5203	70	B0-U0-G1	5700	77	B0-U0-G1	4965	86	B0-U0-G1	
	FTA	70	8170	110	B2-U0-G2	8402	113	B2-U0-G2	9206	124	B2-U0-G2	8018	140	B2-U0-G2	
	FTA-IL	70	5797	78	B0-U0-G1	5964	80	B0-U0-G1	6535	88	B0-U0-G1	5692	99	B0-U0-G1	
12L	2	70	11076	107	B2-U0-G2	11394	110	B2-U0-G2	12484	121	B2-U0-G2	10873	136	B2-U0-G2	94
	3	70	12134	118	B3-U0-G2	12480	121	B3-U0-G2	13676	133	B3-U0-G2	11910	149	B3-U0-G2	
	5	70	11471	111	B3-U0-G2	11800	114	B3-U0-G2	12926	125	B3-U0-G2	11256	142	B3-U0-G2	
	3-IL	70	7617	74	B0-U0-G1	7832	76	B0-U0-G1	8581	83	B0-U0-G1	7473	94	B0-U0-G1	
	SW	70	10018	97	B3-U0-G2	10303	100	B3-U0-G2	11289	109	B3-U0-G2	9831	123	B3-U0-G2	
	FT	70	10178	99	B3-U0-G2	10467	101	B3-U0-G2	11468	111	B3-U0-G2	9990	125	B3-U0-G2	
	FT-IL	70	6723	65	B0-U0-G1	6914	67	B0-U0-G1	7576	73	B0-U0-G1	6598	83	B0-U0-G1	
	FTA	70	10855	105	B2-U0-G2	11163	108	B2-U0-G2	12231	118	B2-U0-G2	10655	133	B2-U0-G2	
	FTA-IL	70	7703	75	B0-U0-G1	7924	77	B0-U0-G1	8684	84	B0-U0-G1	7564	95	B0-U0-G1	
18L	2	70	16614	113	B2-U0-G2	17090	116	B2-U0-G2	18726	127	B2-U0-G2	16309	143	B2-U0-G2	150
	3	70	18202	124	B3-U0-G2	18720	127	B3-U0-G2	20514	139	B3-U0-G2	17865	157	B3-U0-G2	
	5	70	17206	117	B3-U0-G2	17700	120	B3-U0-G2	19388	132	B3-U0-G2	16884	149	B3-U0-G2	
	3-IL	70	11423	78	B0-U0-G1	11748	80	B0-U0-G1	12872	87	B0-U0-G1	11209	98	B0-U0-G1	
	SW	70	15027	102	B3-U0-G2	15455	105	B3-U0-G2	16934	115	B3-U0-G2	14747	130	B3-U0-G2	
	FT	70	15267	104	B3-U0-G2	15701	107	B3-U0-G2	17203	117	B3-U0-G2	14985	132	B3-U0-G2	
	FT-IL	70	10085	69	B0-U0-G1	10371	71	B0-U0-G1	11362	77	B0-U0-G1	9896	87	B0-U0-G1	
	FTA	70	16283	111	B2-U0-G2	16744	114	B2-U0-G2	18346	125	B2-U0-G2	15982	141	B2-U0-G2	
	FTA-IL	70	11554	79	B0-U0-G1	11886	81	B0-U0-G1	13026	89	B0-U0-G1	11345	100	B0-U0-G1	
24L	2	70	21811	116	B2-U0-G2	22436	120	B2-U0-G2	24587	131	B2-U0-G2	21412	147	B2-U0-G2	187
	3	70	23911	128	B3-U0-G2	24584	131	B3-U0-G2	26934	144	B3-U0-G2	23455	162	B3-U0-G2	
	5	70	22596	121	B3-U0-G2	23241	124	B3-U0-G2	25463	136	B3-U0-G2	22169	153	B3-U0-G2	
	3-IL	70	15004	80	B1-U0-G1	15432	82	B1-U0-G1	16910	90	B1-U0-G1	14726	102	B1-U0-G1	
	SW	70	19734	106	B3-U0-G2	20301	109	B3-U0-G2	22243	119	B3-U0-G2	19368	134	B3-U0-G2	
	FT	70	20051	108	B3-U0-G2	20626	111	B3-U0-G2	22603	121	B3-U0-G2	19681	136	B3-U0-G2	
	FT-IL	70	13245	71	B0-U0-G1	13623	73	B0-U0-G1	14927	80	B0-U0-G1	12995	90	B0-U0-G1	
	FTA	70	21396	115	B3-U0-G2	22001	118	B3-U0-G2	24102	129	B3-U0-G2	20985	145	B3-U0-G2	
	FTA-IL	70	15176	81	B1-U0-G1	15604	83	B1-U0-G1	17103	91	B1-U0-G1	14891	103	B1-U0-G1	
30L	2	70	26581	108	B4-U0-G3	27340	111	B4-U0-G3	29965	122	B4-U0-G3	26087	138	B4-U0-G3	247
	3	70	29145	118	B4-U0-G3	29972	121	B4-U0-G3	32850	133	B4-U0-G3	28598	151	B4-U0-G3	
	5	70	27475	112	B3-U0-G3	28258	115	B3-U0-G3	30978	126	B3-U0-G3	26968	143	B3-U0-G3	
	3-IL	70	18256	74	B1-U0-G2	18777	76	B1-U0-G2	20576	83	B1-U0-G2	17914	95	B1-U0-G2	
	SW	70	24006	98	B3-U0-G3	24690	100	B3-U0-G3	27057	110	B3-U0-G3	23556	125	B3-U0-G3	
	FT	70	24387	99	B3-U0-G3	25082	102	B3-U0-G3	27487	112	B3-U0-G3	23927	127	B3-U0-G3	
	FT-IL	70	16104	65	B1-U0-G2	16564	67	B1-U0-G2	18157	74	B1-U0-G2	15805	84	B1-U0-G2	
	FTA	70	26016	106	B3-U0-G3	26757	109	B3-U0-G3	29318	119	B3-U0-G3	25520	135	B3-U0-G3	
	FTA-IL	70	18456	75	B1-U0-G2	18985	77	B1-U0-G2	20812	85	B1-U0-G2	18113	96	B1-U0-G2	
36L	2	70	30214	102	B4-U0-G3	31075	105	B4-U0-G3	34064	115	B4-U0-G3	29649	130	B4-U0-G3	317
	3	70	33141	112	B4-U0-G3	34075	115	B4-U0-G3	37354	126	B4-U0-G3	32513	143	B4-U0-G3	
	5	70	31243	106	B3-U0-G3	32132	109	B3-U0-G3	35218	119	B3-U0-G3	30652	135	B3-U0-G3	
	3-IL	70	20749	70	B1-U0-G2	21345	72	B1-U0-G2	23396	79	B1-U0-G2	20361	90	B1-U0-G2	
	SW	70	27287	92	B3-U0-G3	28065	95	B3-U0-G3	30756	104	B3-U0-G3	26777	118	B3-U0-G3	
	FT	70	27727	94	B3-U0-G3	28517	96	B3-U0-G3	31258	106	B3-U0-G3	27208	120	B3-U0-G3	
	FT-IL	70	18310	62	B1-U0-G2	18829	64	B1-U0-G2	20641	70	B1-U0-G2	17966	80	B1-U0-G2	
	FTA	70	29576	100	B3-U0-G3	30417	103	B3-U0-G3	33341	113	B3-U0-G3	29017	128	B3-U0-G3	
	FTA-IL	70	20985	71	B1-U0-G2	21580	73	B1-U0-G2	23658	80	B1-U0-G2	20596	91	B1-U0-G2	
42L	2	70	34786	94	B4-U0-G3	35784	97	B4-U0-G3	39221	106	B4-U0-G3	34133	120	B4-U0-G3	390
	3	70	38170	103	B4-U0-G3	39264	106	B4-U0-G3	43051	117	B4-U0-G3	37457	132	B4-U0-G3	
	5	70	36099	98	B3-U0-G3	37140	101	B3-U0-G3	40708	110	B3-U0-G3	35430	125	B3-U0-G3	
	3-IL	70	23979	65	B1-U0-G2	24673	67	B1-U0-G2	27048	73	B1-U0-G2	23535	83	B1-U0-G2	
	SW	70	31543	85	B3-U0-G3	32452	88	B3-U0-G3	35565	96	B3-U0-G3	30956	109	B3-U0-G3	
	FT	70	32052	87	B3-U0-G3	32975	89	B3-U0-G3	36140	98	B3-U0-G3	31451	111	B3-U0-G3	
	FT-IL	70	21172	57	B1-U0-G2	21778	59	B1-U0-G2	23868	65	B1-U0-G2	20769	73	B1-U0-G2	
	FTA	70	34186	92	B3-U0-G3	35170	95	B3-U0-G3	38538	104	B3-U0-G3	33547	118	B3-U0-G3	
	FTA-IL	70	24261	66	B1-U0-G2	24961	68	B1-U0-G2	27350	75	B1-U0-G2	23801	82	B1-U0-G2	

*LED Chips are frequently updated therefore values are nominal

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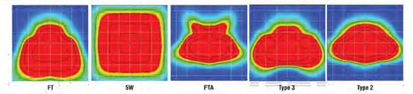
Performance (Cont.)

All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Slice (SLM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.



Ordering Guide

TYPICAL ORDER EXAMPLE: **SLM LED 36L SIL FTA UNV DIM 50 70CRI ALSCS04 BRZ IL**

Luminaire Prefix	Light Source	Lumen Package*	Light Output	Distribution	Orientation*	Voltage	Driver
SLM Slice Medium	LED	9L - 9,000 lms 12L - 12,000 lms 18L - 18,000 lms 24L - 24,000 lms 30L - 30,000 lms 36L - 36,000 lms 42L - 42,000 lms *Consult factory for programmable wattages and lumen packages	SIL - Silicone	2 - Type 2 3 - Type 3 SW - Type 5 Wide FT - Forward Throw FTA - Forward Throw: Automotive	(blank) - standard IL - Optics rotated left 90 R - Optics rotated right 90	UNV - Universal Voltage (120-277V) HV - High Voltage (347-480V)	DIM - 0-10V Dimming (0-10%)

Color Temp	Color Rendering	Controls (Choose One)	Finish	Options
5T - 5,700 CCT[3,4,5] 5K - 5,000 CCT 4K - 4,000 CCT 3K - 3,000 CCT 27 - 2,700 CCT[3] AMB - Phosphor Converted Amber[2]	70CRI - 70 CRI 80CRI - 80 CRI[3] 90CRI - 90 CRI[3,5]	(Blank) - None **Wireless Controls Options** ALSC - AirLink Synapse Control System[6] ALSCH - AirLink Synapse Control System Hood / Satellite[6,8] ALSCS01 - AirLink Synapse Control System with 8-12' Motion Sensor[6] ALSCH01 - AirLink Synapse Control System Hood / Satellite with 8-12' Motion Sensor[6,8] ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor[6] ALSCH02 - AirLink Synapse Control System Hood / Satellite with 12-20' Motion Sensor[6,8] ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor[6] ALSCH04 - AirLink Synapse Control System Hood / Satellite with 20-40' Motion Sensor[6,8] **Stand-Alone Controls** EXT - 0-10v Dimming (from external signal) IMS08M1 - Integral Motion Sensor 8-12' 120-277V[7,8] IMS08M2 - Integral Motion Sensor 12-20' 120-277V[7,8] IMS08M4 - Integral Motion Sensor 20-40' 120-277V[7,8] IMS08M1HV - Integral Motion Sensor 8-12' 347-480V[7,8] IMS08M2HV - Integral Motion Sensor 12-20' 347-480V[7,8] IMS08M4HV - Integral Motion Sensor 20-40' 347-480V[7,8] CR7P - 7 Pin Control Receptacle ANSI C136.41[7] **Button Type Photocells** PCI120 - 120V PCI208-277 - 208 -277V PCI347 - 347V	(Blank) - Bronze BLK - Black GPT - Graphite MSV - Metallic Silver WHT - White PLP - Platinum Plus SVG - Satin Verde Green	(Blank) - None IL - Integral Louver HSS[9]

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Accessory Ordering Information[8]

Description	Order Number	Description	Order Number
PCI120 Photocell for use with CR7P option (120V)[7]	120514	DHC08L240 Double Fusing (208V, 240V)	DHC40
PCI208-277 Photocell for use with CR7P option (208V, 240V, 277V)[7]	122335	DHU40 Double Fusing (480V)	DHU40
PCI347 Photocell for use with CR7P option (347V)[7]	122516	DHV347 Double Fusing (347V)	DHV347
PCI480 Photocell for use with CR7P option (480V)[7]	122516S	KSRPP – Round Pole Adapter for 5" Poles[10]	3709KSLR
ALSC UNV TLS – AirLink 3Pin Twist Lock Controller[11]	661409	IL – Integral Louver HSS	IL8HSS
ALSC UNV TL7 – AirLink 7Pin Twist Lock Controller[11]	661418	Universal Mounting Bracket (UMB)[12]	UMA1NSLR
PMR524 – 24V Pole-Mount Occupancy Sensor (ALSCH Compatible)[11]	662364JLR	Adjustable Slip Fitter (ASF)[12]	6881385LR
IMS-PC Remote Configurator Tool	594929	Pole Quick Mount Bracket – Square Pole[12]	6870735LR
XSRPP – Round Pole Adapter for 3" Round Tapered Poles[10]	4083783LR	Pole Quick Mount Bracket – 4-5" Round Pole[12]	6880852LR
SARPP – Round Pole Adapter for 4" Poles[10]	3709637LR	13" Tilt Pole Quick Mount Bracket – Square Pole[12]	6880983LR
PA120 Single Fusing (120V)	PA120	13" Tilt Pole Quick Mount Bracket – 4-5" Round Pole[12]	6880900LR
PA277 Single Fusing (277V)	PA277	BKE/ABD BKM – QLK Wall Mount Bracket[12]	3587102LR

FOOTNOTES:
1 - Not available on "Type V" distribution
2 - Consult Factory for availability.
3 - Only available in 9L and 12L Lumen Packages
4 - Not available in 90 CRI
5 - Consult Factory for Site Layout
6 - IMS is field adjustable, via a hand held Remote Configurator Tool, which must be ordered separately. See Accessory Ordering Information.
7 - Control device must be ordered separately. 7 pin standard. See Accessory Ordering Information.
8 - Accessories are shipped separately and field installed.
9 - Only available in 24L, 30L, and 36L. See Options.
10 - Only available with ALSC* Controls
11 - "CLR" denotes finish. See Finish options
12 - Only available in 5700K 90CRI for lumen packages 24L-42L

Accessories/Options

Integral Louver (IL)

Accessory Integral Louver available for improved back-light control without sacrificing street side performance. LSI's Integral Louver (IL) option delivers backlight control that significantly reduces light spill behind the pole for applications with pole locations close to adjacent properties. The integrated louvers' design maximizes forward-reflected light while - reducing glare, maintaining the optical distribution selected, and most importantly, eliminating light trespass. The Integral louver rotates with the optical distribution.

Luminaire Shown with Integral Louver (IL)



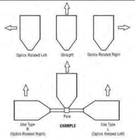
7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Fixture Shown with CR7P



Optics Rotation



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Stand-alone Controls: Occupancy Sensor (IMS)

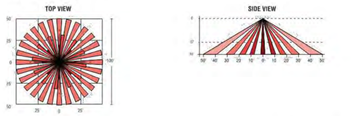
The integral passive infrared motion sensor activates switching of luminaire light levels. Standard Factory settings: High level light is activated and increased to full bright upon detection of motion. Low/light level (10% maximum drive current) is activated when target zone is absent of motion activity for ~5 minutes. See coverage diagram for detection cone.

The Remote Configurator Tool allows for easy and safe programming of each luminaire from ground level.
See the Remote Configurator User Guide for programming instructions.

When ordering the Stand-alone Occupancy Sensor on the fixture, you must include IMS (see ordering guide for mounting height options) as the controls option in the fixture nomenclature.

To order as a motion sensor with the AirLink Wireless Control System, see ordering guide under "Wireless Controls System" and select the ALSCS controls option with the desired mounting height.

IMS Coverage Diagrams



Remote Configurator Tool



Luminaire Shown with IMS



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AirLink
enabled by Synapse®

The AirLink enabled by Synapse Wireless Lighting Control System is the perfect solution for commercial, industrial and municipal applications, such as: auto dealerships, parking lots, garages, shopping complexes and warehouses.

AirLink utilizes robust wireless communication via 2.4 GHz Self-Healing Mesh Network which not only increases reliability and accuracy of system, but also eliminates single point of failure.

The flexibility of the system make it perfect for new construction and retrofit projects. The user-friendly AirLink web application is accessible through any device with an internet connection and allows for complete customization of the system's features.

Some capabilities of the system include: occupancy/vacancy sensing, daylight harvesting, scheduling, high-end trim, dimming, zone control, BMS integration and energy monitoring.

The AirLink System

Wireless controls & sensors



Centralized control & integration



Simple-to-use software

AirLink Site Manger: Lighting control web app

Contact LSI Controls

Sales
controls.sales@lsi-industries.com

Support
controls.support@lsi-industries.com
1 (800) 436-7800 (support, option 8)

More information
For more information on AirLink, visit our website at www.lsi-airlink.com

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Slice Medium - SLM
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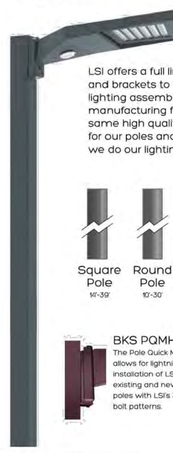
poles & Brackets



LSI offers a full line of poles and brackets to complete your lighting assembly. Our USA manufacturing facility has the same high quality standards for our poles and brackets as we do our lighting fixtures.



BKA UMB CLR
The 3G rated Universal Mounting Bracket (UMB) allows for seamless integration of LSI Luminaires onto existing or new construction poles. The UMB bracket was designed specifically for square or round (tapered/ straight) poles with (2) mounting hole spaces between 3.5"-5".



BKA ASF CLR
The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a 2" (51mm) IP, 2.375" (60mm) O.D. tenon. The Adjustable Slip Fitter can be rotated 180° allowing for tilting LSI luminaires up to 45 and 90 when using a vertical tenon.

BKS PQMH CLR
The Pole Quick Mount Bracket allows for lightning fast installation of LSI luminaires onto existing and new construction poles with LSI's 3" or 5"standard bolt patterns.

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project:
Prepared By: Date: Type:

XSPS
LED Soffit Light

OVERVIEW	
Lumen Package	4000 - 8000
Wattage Range	43 -97
Efficiacy Range (LPW)	96 -104
Weight lbs (kg)	7.6 (3.5)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Housing is die-formed aluminum with diffuse acrylic lens providing a water-resistant seal. Enclosure contains factory prewired driver and optical unit containing LEDs.
- Recess mount into an enclosed soffit with screws through the mounting frame. 8" clearance required for ease of installation.
- Finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling, and is guaranteed for five full years. Standard color is gloss white.
- Shipping weight: 7.6 lbs in carton.
- Suitable for wet locations.

Optical System

- Symmetric distribution with excellent uniformity and a BUG rating of B2-U0-G1. Diffuse lens is standard to minimizing visibility of LEDs.
- Select high-brightness LEDs.
- Available in 5000K, 4000K and 3000K
- Color temperatures per ANSI C78.377.
- Minimum CRI of 80.

Electrical

- High-performance factory programmable driver features over-voltage, under voltage, short-circuit and over temperature protection with integral surge protection that meets IEEE C62.41.2 and ANSI C82.77. -5 Location Category C Low standards.
- 0-10 volt dimming (10% - 100%) standard.
- 120-347VAC 50/60Hz
- Thermal protector standard on 5000-8000 lumen versions.
- L80 Calculated Life: >100k Hours (See Lumen Maintenance chart)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to 40°C (-40°F to 104°F) for HO and VHO. -40°C to 45°C (-40°F to 113°F) for SS. -40°C to 35°C (-40°F to 95°F) for SHO .
- Power factor: >0.90
- Input power stays constant over life.
- High-efficacy LEDs with integrated circuit board mount to the housing to maximize heat dissipation and promote long life.
- Driver components are fully encased in potting material for moisture resistance. Driver complies with FCC standards.

Warranty

- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsicorp.com/resources/terms-conditions-warranty/ for more information.

Listings

- Listed to UL 1598 and UL 8750
- Suitable For Damp Locations
- Meets Buy American Act requirements.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- IDA compliant with 3000K or lower color temperature.

Type:

XSPS LED Soffit Light

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: **XSPS S LED SS CW 120 GWT DFL**

Prefix	Distribution	Light Source	Drive Current	Color Temperature	Input Voltage	Finish	Lens	Options
XSPS - LED Soffit	S - Symmetric	LED	SS - 6,000 Lumens HO - 8,000 Lumens VHO - 8,000 Lumens SHO - 8,000 Lumens	CW - 5000K 80 CRI NW - 4000K 80 CRI WW - 3000K 80 CRI	120 - 120V 277 - 277V 240 - 240V 277 - 277V 347 - 347V	GWT - Gloss White	DFL - Diffused Acrylic Lens	CMT - Channel Bar Mounting Kit BB - Emergency Battery Pack1

1 - Emergency Battery Pack only available on the SS - 4000 lumen version (120, 208, 240 & 277V versions).

PERFORMANCE

DELIVERED LUMENS

Lumen Package	Distribution	Lens Type	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
				Delivered Lumens	Efficacy	Bug Rating	Delivered Lumens	Efficacy	Bug Rating	Delivered Lumens	Efficacy	Bug Rating	
SS	S	DFL	80	3816	123	B2-U0-G1	4022	129	B2-U0-G1	3966	128	B2-U0-G1	31
HO	S	DFL	80	4756	120	B3-U0-G1	5011	127	B2-U0-G1	4941	125	B2-U0-G1	40
VHO	S	DFL	80	5733	116	B3-U0-G1	6041	124	B2-U0-G1	5957	122	B2-U0-G1	49
SHO	S	DFL	80	7539	113	B3-U0-G1	7965	119	B3-U0-G1	7853	118	B3-U0-G1	67

LEDs are frequently updated therefore values are nominal.

Electrical Data (Amps)*

Lumen Package	Wattage	120V	208V	240V	277V	347V
SS	31	0.26	0.15	0.13	0.11	0.09
HO	40	0.33	0.19	0.16	0.14	0.11
VHO	49	0.41	0.23	0.2	0.18	0.14
SHO	67	0.56	0.32	0.28	0.24	0.19

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

RECOMMENDED LUMEN MAINTENANCE

Ambient Temp C	Initial[1]	25K hrs.[1]	50K hrs.[1]	75K hrs.[1]	100K hrs.[1]
25 C	100%	95%	91%	86%	82%

1 - In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
2 - In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

Type:

XSPS LED Soffit Light

PHOTOMETRICS

Back to Quick Links

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.
For complete specifications and IES files, see website.

XSPS S LED HO NW DFL

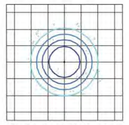
Luminaire Data

Type 5 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	5,011
Watts	39.5
Efficacy	127
IES Type	Type VS - Very Short
BUG Rating	B2-U0-G1

Zonal Lumen Summary

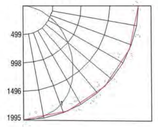
Zone	Lumens	%Luminaire
Low (0-30°)	1538	31%
Medium (30-60°)	2565	51%
High (60-80°)	826	16%
Very High (80-90°)	84	2%
Uplight (90-180°)	0	0%
Total Flux	5011	100%

ISO FOOTCANDLE PLOT



10' Mounting Height/10' Grid Spacing
5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



Type:

XSPS LED Soffit Light

PRODUCT DIMENSIONS

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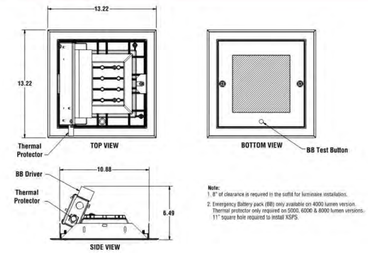

Note:
1. 8" of clearance is required in the soffit for luminaire installation.
2. Emergency Battery pack (BB) only available on 4000 lumen version. Thermal protector only required on 5000, 6000 & 8000 lumen versions.
11" square hole required to install SSPS.

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

20

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QUIKTRIP 4263
SITE PLAN AND CONDITIONAL USE
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project:
Prepared By: Date: Type:

Mirada Large (MRL)
Outdoor LED Area Light

IP66

OVERVIEW	
Lumen Package	40,000 – 78,000
Wattage Range	286 – 648
Efficacy Range (LPW)	115 – 154
Weight lbs(kg)	60 (272)

QUICK LINKS: Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction
- Rugged die-cast aluminum housing, optical frame, and driver access cover.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 68 lbs in carton.

Optical System
- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, SW, FT, FTA, and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377.
- Minimum CRI of 70.
- Integral louver (IL) and house-side shield (IH) options available for improved backlight control without sacrificing street side performance. See page 5 for more details.

Electrical
- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L90 Calculated Life: >100k Hours (See Lumen Maintenance on Page 4)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 65L and 78L lumen packages rated to +40°C.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls
- Optional integral passive infrared Bluetooth™ motion and photocell sensor (see page 5 for more details). Fixtures operate independently and can be commissioned via iOS or Android configuration app.
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see page 8 for more details).

Installation
- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment for installing/servicing.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes both B3 and B5 drill patterns for easy fastening of LSI products. (See drawing on page 8)

Warranty
- LSI LED Fixtures carry a 5-year warranty.

Listings
- Listed to UL 1598 and UL 8750.
- State of California Title 24 Compliant; with IMSBT, ALSC, or ALSCH Options.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K color temperature selection.
- Suitable for wet locations.
- IP66 rated Luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications are qualified.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Specifications and dimensions subject to change without notice.

Type:

Mirada Large Outdoor LED Area Light

Back to Quick Links

ORDERING GUIDE

TYPICAL ORDER EXAMPLE: MRL LED 40L SIL FTA L UNV DIM 50 70CRI ALSCS04 BRZ IL

Prefix	Lens	Lumen Package	Lens	Distribution	Orientation[4]	Voltage
MRL - Mirada Large	LED	40L - 40,000 lms 50L - 50,000 lms 65L - 65,000 lms 78L - 78,000 lms Custom Lumen Packages[1]	SIL - Silicone	2 - Type 2 3 - Type 3 SW - Type 5 Wide FT - Forward Throw FTA - Forward Throw Automotive AM - Automotive Merchandise	(Blank) - Standard L - Optics rotated left 90° R - Optics rotated right 90°	UNV - Universal Voltage (120-277V) HV - High Voltage (347 - 480V)

Driver	Color Temperature	Color Rendering	Controls	Finish	Options
DIM - 0-10v Dimming (10-100%)	50 - 5,000 CCT 40 - 4,000 CCT 30 - 3,000 CCT	70CRI - 70 CRI	(Blank) - None **Wireless Controls System** ALSC - AirLink Synapse Control System ALSCH1 - AirLink Synapse Control System High / Satellite with 12-20' Motion Sensor[2] ALSCH2 - AirLink Synapse Control System High / Satellite with 12-32' Motion Sensor[2] ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor[2] ALSCH04 - AirLink Synapse Control System Host / Satellite with 20-40' Motion Sensor[2] ALBC01 - AirLink Blue Wireless Motion & Photo Sensor Controller (8-24'mounting height)[2] ALBC02 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)[2] **Stand-Alone Controls** EXT - 0-10v Dimming leads extended to housing exterior CR7P - 7 Pin Control Receptacle ANSI C136.41* IMSBT1 - Integral Bluetooth™ Motion and Photocell Sensor (8-24' MH)[2] IMSBT2 - Integral Bluetooth™ Motion and Photocell Sensor (25-40' MH)[2] **Button Type Photocells** PCI120 - 120V PCI208-277 - 208-277V PCI347 - 347V	BLK - Black BRZ - Dark Bronze GMG - Gun Metal Grey GPT - Graphite MDV - Metallic Silver PLP - Platinum Plus SVG - Satin Verde Green WHT - White	(Blank) - None IH - Integral Houseside Shield[3] IL - Integral Louver (Sharp Spill Light Cutoff)[3]

Accessory Ordering Information[1]

Controls Accessories

Description	Order Number
Twist Lock Photocell (120V) for use with CR7P*	1205514
Twist Lock Photocell (208-277) for use with CR7P*	1205515
Twist Lock Photocell (347V) for use with CR7P*	1205516
Twist-Lock Photocell (480V) for use with CR7P*	1205180
AirLink 5 Pin Twist Lock Controller*	6814496
AirLink 5 Pin Twist Lock Controller*	6814410
Pole-Mounted Occupancy Sensor (PASV)*	6820340/LR
Shorting Cap for use with CR7P*	140328

Fusing Accessories[11]

Description	Order Number
Single Fusing (120V)	PA120
Single Fusing (120V)	PA277
Double Fusing (480V)	DPA480
Double Fusing (347V)	DPA347

Mounting Accessories[5]

Description	Order Number
Universal Mounting Bracket	6946190/LR
Adjustable Slip Fitter (3" - 3.5/8" Tenon)	6861385/LR
Quick Mount Pole Bracket (Square Pole)	6870730/LR
Quick Mount Pole Bracket (4.5" Round Pole)	6896900/LR
15 TR Quick Mount Pole Bracket (Square Pole)	6896903/LR
15 TR Quick Mount Pole Bracket (4.5" Round Pole)	6896902/LR
Wall Mount Bracket	3821320/LR
Mixed Pole Bracket (4" Minimum Pole Diameter)	7512190/LR

Shielding & Miscellaneous Accessories

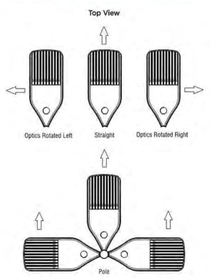
Description	Order Number
Integral Louver/(Sides)	7404168
Internal Houseside Shield	6864165
10' Linear Bird Spike Kit (4' Recommended per Luminaires)	7367185

FOOTNOTES:
1. Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2. Not available with 1VK distribution
3. Consult Factory for Site Layout
4. Not Available in HV
5. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store. Consult Factory for 347-480V.
6. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
7. Accessories are shipped separately and field installed.
8. Factory installed CR7P option required. See Options.
9. "CL/R" denotes finish. See Finish options
10. Only available with ALSC/ALSCH control options.
11. Fusing must be located in hand-hole of pole.

Type:

Mirada Large Outdoor LED Area Light

OPTICS ROTATION



ACCESSORIES/OPTIONS

Integral Louver (IL) and House-Side Shield (IH)

Accessory louver and shield available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (L) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate with the optical distribution.

Luminaire Shown with IMSBT & IL/IH Options



7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with CR7P



Type:

Mirada Large Outdoor LED Area Light

Back to Quick Links

PERFORMANCE

Delivered Lumens*												
Lumen Package	Distribution	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
			Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	
40L	2	70	39770	139	B3-U0-G4	41255	144	B3-U0-G4	42884	150	B3-U0-G4	286
	3		40747	142	B3-U0-G4	42286	148	B4-U0-G4	43917	154	B4-U0-G4	
	SW		40392	141	B3-U0-G4	41901	147	B5-U0-G4	43533	152	B5-U0-G4	
	FT		40542	141	B4-U0-G4	41946	146	B4-U0-G5	43482	152	B4-U0-G5	
	FTA		40673	142	B4-U0-G4	42192	148	B4-U0-G4	43838	153	B4-U0-G4	
	AM		40923	143	B4-U0-G3	42347	148	B4-U0-G3	43998	154	B4-U0-G3	
50L	2	70	49872	132	B3-U0-G4	51216	137	B5-U0-G4	53213	142	B5-U0-G4	376
	3		50096	135	B4-U0-G5	52475	140	B4-U0-G5	54021	145	B4-U0-G5	
	SW		50545	134	B3-U0-G4	52018	139	B5-U0-G4	54047	144	B5-U0-G4	
	FT		50082	134	B4-U0-G5	51992	139	B4-U0-G5	53978	144	B4-U0-G5	
	FTA		50493	135	B5-U0-G4	52579	140	B5-U0-G4	54422	145	B5-U0-G4	
	AM		50689	135	B4-U0-G3	52572	140	B4-U0-G3	54622	146	B4-U0-G3	
65L	2	70	63338	172	B3-U0-G4	65466	177	B5-U0-G5	68253	182	B5-U0-G5	518
	3		64694	175	B5-U0-G5	67267	139	B5-U0-G5	69932	135	B5-U0-G5	
	SW		64303	124	B3-U0-G5	66702	129	B5-U0-G5	69324	134	B5-U0-G5	
	FT		64259	124	B5-U0-G5	66636	129	B5-U0-G5	69237	134	B5-U0-G5	
	FTA		64766	125	B5-U0-G5	67195	130	B5-U0-G5	69900	135	B5-U0-G5	
	AM		65005	125	B4-U0-G3	67432	130	B4-U0-G3	70060	135	B5-U0-G3	
78L	2	70	74867	115	B3-U0-G5	77456	120	B5-U0-G5	80478	124	B5-U0-G5	648
	3		74967	115	B5-U0-G5	77455	120	B5-U0-G5	80478	124	B5-U0-G5	
	SW		74519	114	B5-U0-G5	76782	118	B5-U0-G5	79777	123	B5-U0-G5	
	FT		73925	114	B5-U0-G5	76685	118	B5-U0-G5	79676	123	B5-U0-G5	
	FTA		74532	115	B5-U0-G5	77315	119	B5-U0-G5	80330	124	B5-U0-G5	
	AM		74805	115	B5-U0-G3	77599	120	B5-U0-G3	80625	124	B5-U0-G3	

*LEDs are frequently updated therefore values are nominal.

ELECTRICAL DATA (AMPS)*

Lumens	120V	208V	240V	277V	347V	480V
40L	2.38	1.38	1.19	1.03	0.82	0.60
50L	3.13	1.80	1.56	1.35	1.08	0.78
65L	4.32	2.49	2.16	1.87	1.49	1.08
78L	5.40	3.12	2.70	2.34	1.87	1.35

*Electrical data at 25°C (77°F). Actual wattage may differ by +/-10%

RECOMMENDED LUMEN MAINTENANCE*

Ambient	1Khr[2]	25Khr	50Khr	75Khr[3]	100Khr
0 C - 40C	100%	100%	97%	94%	92%

FOOTNOTES:
1. Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2. In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
3. In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

Type:

Mirada Large Outdoor LED Area Light

PHOTOMETRICS

Back to Quick Links

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

See https://www.lsicorp.com/knowledge/mirada-large/ for detailed photometric data.

MRL-LED-65L-SIL-2-40-70CRI

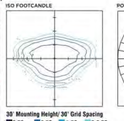
LUMINAIRE DATA

Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	65,660
Watts	518
Efficacy	127
IES Type	Type II - Short
BUG Rating	B5-U0-G5

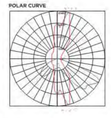
Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	11653	18%
Medium (30-60)°	41936	62%
High (60-80)°	13243	20%
Very High (80-90)°	588	1%
Uplight (90-180)°	0	0%
Total Flux	65660	100%

ISO FOOTCANDLE



POLAR CURVE



MRL-LED-65L-SIL-3-40-70CRI

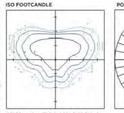
LUMINAIRE DATA

Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,307
Watts	518
Efficacy	130
IES Type	Type III - Short
BUG Rating	B5-U0-G5

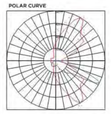
Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6960	10%
Medium (30-60)°	31977	48%
High (60-80)°	21783	32%
Very High (80-90)°	727	1%
Uplight (90-180)°	0	0%
Total Flux	67,361	100%

ISO FOOTCANDLE



POLAR CURVE



MRL-LED-65L-SIL-FT-40-70CRI

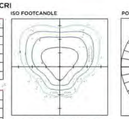
LUMINAIRE DATA

Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	65,928
Watts	518
Efficacy	179
IES Type	Type IV - Short
BUG Rating	B4-U0-G5

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	9142	13%
Medium (30-60)°	31955	39%
High (60-80)°	25973	38%
Very High (80-90)°	1099	2%
Uplight (90-180)°	0	0%
Total Flux	66858	100%

ISO FOOTCANDLE



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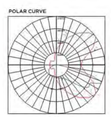


Type:

Mirada Large Outdoor LED Area Light

PHOTOMETRICS (CONT)

MRL-LED-65L-SIL-SW-40-70CRI

LUMINAIRE DATA

Type SW Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	66,722
Watts	518
Efficacy	129
IES Type	Type VS - Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6319	10%
Medium (30-60)°	33193	50%
High (60-80)°	26806	40%
Very High (80-90)°	433	1%
Uplight (90-180)°	0	0%
Total Flux	66722	100%

ISO FOOTCANDLE

POLAR CURVE



MRL-LED-65L-SIL-FTA-40-70CRI

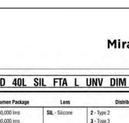
LUMINAIRE DATA

Type FTA Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,185
Watts	518
Efficacy	130
IES Type	Type I - Very Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	14879	22%
Medium (30-60)°	39343	59%
High (60-80)°	12086	18%
Very High (80-90)°	874	1%
Uplight (90-180)°	0	0%
Total Flux	67185	100%

ISO FOOTCANDLE



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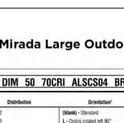


MRL-LED-65L-SIL-AM-40-70CRI

LUMINAIRE DATA

Type AM Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,432
Watts	518
Efficacy	130
IES Type	Type III - Very Short
BUG Rating	B5-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	13837	9%
Medium (30-60)°	44854	43%
High (60-80)°	8162	49%
Very High (80-90)°	779	1%
Uplight (90-180)°	0	0%
Total Flux	67432	100%

ISO FOOTCANDLE



POLAR CURVE

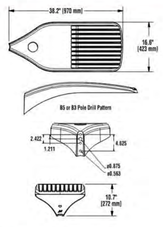


Type:

Mirada Large Outdoor LED Area Light

PRODUCT DIMENSIONS

Back to Quick Links



LUMINAIRE EPA CHART - MRL

EPA Degree	0	30	45	EPA Degree	0	30	45
Single	0.8	2.2	2.9	180°	2.0	3.8	4.5
D180°	1.6	2.2	2.9	TR120°	2.0	5.0	6.0
D90°	1.2	3.0	3.7	090°	2.0	3.8	4.5

CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click the link below to learn more details about AirLink.

https://www.lsicorp.com/documents/datasheets/airlink-outdoor-specsheet.pdf

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click the link below to learn more details about IMSBT.

https://www.lsicorp.com/documents/datasheets/imsbt-specsheet.pdf

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components: Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click the link below to learn more details about AirLink Blue.

https://www.lsi-airlink.com/airlink-blue/

Type:

Mirada Large Outdoor LED Area Light

POLES & BRACKETS

LSI offers a full line of poles and mounting accessories to complete your lighting assembly. Aluminum and steel in both square and round shafts. In addition, LSI offers round tapered, fluted and hinge based poles. Designed and engineered for durability and protected with our own baked DuraGrip Protection System. Also available with our DuraGrip+ Protection system for unmatched corrosion resistance and an extended warranty. American made in our Ohio facility with industry leading lead times.

Click the link below to learn more details about poles & brackets.

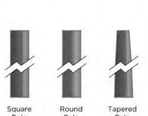
https://www.lsicorp.com/products/poles-and-brackets-area-street.aspx

BKA UMB CLR
The 3G rated UMB allows for seamless integration of LSI luminaires onto existing/ retrofit or new construction poles. The UMB was designed for square or round (tapered or straight) poles with two mounting hole spacings between 3.5" - 5".

BKA ASF CLR
The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a onto a 2" iron pipe. 2 3/8 OD tenon. The Adjustable Slip Fitter can be rotated 180° allowing for fitting LSI luminaires up to 45° and 90° when using a vertical tenon.

BKS PQMS CLR
The Pole Quick Mount Bracket allows for for preset 15° uplift of LSI luminaires for greater throw of light and increased vertical illumination as well as fast installation onto poles with LSI's 3" or 5" bolt pattern.

BKS PQMH CLR
The Pole Quick Mount Bracket allows for for tightning fast installation of LSI luminaires onto existing and new construction poles with LSI's B3 or B5 standard pole bolt patterns.



NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO. 096888046

DRAWING NAME 096888046_PH.DWG

21

811 Know what's below. Call before you dig.

K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_PH.dwg DeHoyos, Schuyler 12/13/2024 11:44 AM

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project:
Prepared By: Date: Type:

Mirada Medium Wall Sconce (XWM)

Outdoor Wall Sconce

IK08

OVERVIEW	
Lumen Range	3,000 - 21,000
Wattage Range	23 - 175
Efficacy Range (LPW)	125 - 158
Weight lbs(kg)	30 (13.6)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Hinged die-cast aluminum wiring access door located underneath.
- Galvanized-steel universal wall mount bracket comes standard with hinging mechanism to easily access the junction box wire connections without removing the luminaire.
- Optional pole-mounting bracket (XPMA) permits mounting to standard poles.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 30 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP65 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in Types 2, 3, and Forward Throw (FT) distributions.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K and 3000K color temperatures per ANSI C78.377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours
- Total harmonic distortion: <20%
- -3L to 12L operating temperature: -40°C to +50°C (-40°F to +122°F)
- 15L operating temperature: -40°C to +45°C (-40°F to +113°F).
- 18L operating temperature: -40°C to +40°C (-40°F to +104°F).
- 25L operating temperature: -40°C to +35°C (-40°F to + 95°F).
- Power factor: > .90
- Input power stays constant over life.
- Optional 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed via hinged door.
- Optional integral emergency battery pack provides 90-minutes of constant power to the LED system, ensuring code compliance. A test switch/indicator button is installed on the housing for ease of maintenance. The fixture delivers 1500 lumens during emergency mode.

Controls

- Integral passive infrared Bluetooth™ motion and photocell sensor options. Fixtures operate independently and can be commissioned via an iOS or Android configuration app. Updates and modifications to the control strategy are easily implemented via an intuitive app.
- LSI's AirLink™ Blue lighting control system is a simple feature rich wireless Bluetooth mesh network. The integrated fixture sensor module provides wireless control of grouped fixtures based on motion sensors, daylight or a fully customizable schedule.

Installation

- Universal wall mounting plate easily mounts directly to 4" octagonal or square junction box.
- 2 fasteners secure the hinged door underneath the housing and provide quick & easy access to the electrical compartment for installing/servicing.
- Optional terminal block accepts up to 12 ga wire.

Warranty

- LSI LED Fixtures carry a 5-year warranty.
- 1 Year warranty on Battery Back-up option.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K or lower color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet Locations.
- IP65 rated luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications when pole mounted (using optional XPMA bracket) or wall mounted.
- IK08 rated luminaire per IEC 60262 mechanical impact code
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Type:

Mirada Wall Sconce (XWM)

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDERING EXAMPLE: XWM 2 LED 6SL 30 UE BRZ ALSC

Family	Distribution	LED Technology	Lumen Package	Color Temperature	Voltage
XWM - Mirada Medium Wall Sconce	2 - Type 2 3 - Type 3 FT - Type 4 Forward Throw	LED	3L - 3,000 lm 4L - 4,000 lm 6L - 6,000 lm 8L - 8,000 lm 10L - 10,000 lm 15L - 15,000 lm 18L - 18,000 lm 25L - 21,000 lm Custom Lumen Package*	30 - 3000K 40 - 4000K 50 - 5000K AM - Phosphor Converted Amber*	UE - Universal Voltage (120-277V) HV - High Voltage (347-480V)

Finish	Controls (Choose One)	Options
BLK - Black BRZ - Dark Bronze GPH - Graphite Grey GPT - Graphite* WHT - Textured White PLP - Platinum Plus DGY - Dark Grey Sensor Driven WHT - White	Motion/Controls ALSC - AirLink Sensorless Control System ALSCBZ - AirLink Sensorless Control System with 12-25' Motion Sensor ALSCE2 - AirLink Bluetooth Wireless Motion & Photocell Sensor Controller (9-25' mounting height) ALSCE3 - AirLink Bluetooth Wireless Motion & Photocell Sensor Controller (25-40' mounting height) Standalone Controls DIM - 0-10v Dimming Hook-up Wires (sold by housing volume) IMSBT - Integral Bluetooth® Motion and Photocell Sensor Unit (9-25' mounting height)* IMSBT2 - Integral Bluetooth Motion and Photocell Sensor Unit (25-40' mounting height)* Button Type Photocells PCCB - 120V PCUNV-277 - 208-277V PCHV - 347V	BF - Battery Back-up (0°C)* CWBU - Cold Weather Battery Back-up (-20°C)* XPMA - Pole Mounting Bracket SPD - Shirt Surge Protection TB - Terminal Block

ACCESSORY ORDERING INFORMATION*

Description	Order Number	Description	Order Number
XWM Surface Mtg Adpt Box	DSXMSQA	HKSD - Single Housing	HKSD*
10' Linear Wire Guard (Not to 12' Recommended per Luminaire)	YGQ	DHK - Double Housing	DHK200
YKSD - Single Housing	YKSD*	DHK - Double Housing (XWM)	DHK360*
HKDT - Single Housing	HKDT*	DHK - Double Housing (XWM)	DHK800*

1. Units Available in UL Luminaire Packages. Consult factory for lead time and availability.
2. Not available in HK.
3. Consult Factory for Take Layout.
4. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store.
5. Housing must be bucketed to a level hole for pole or in the junction box.
6. Custom lumen and wattage packages available must fit battery. Values are within industry standard tolerances but not SSC listed.
7. Accessories are shipped separately and field installed.

Type:

Mirada Wall Sconce (XWM)

PERFORMANCE

Back to Quick Links

DELIVERED LUMENS*

Lumen Package	Distribution	CRI	3500K Delivered Lumens	3500K Efficacy	3500K BUG Rating	4000K Delivered Lumens	4000K Efficacy	4000K BUG Rating	5000K Delivered Lumens	5000K Efficacy	5000K BUG Rating	Wattage
3L	2	70	3178	136	B1-U0-G2	3368	144	B1-U0-G2	3355	143	B1-U0-G2	23
	3	70	3224	140	B1-U0-G2	3416	148	B1-U0-G2	3364	145	B1-U0-G2	
	FT	70	3060	132	B1-U0-G2	3569	145	B1-U0-G2	3294	142	B1-U0-G2	
4L	2	70	4250	139	B1-U0-G3	4483	147	B1-U0-G2	4400	145	B1-U0-G2	30
	3	70	4309	141	B1-U0-G3	4545	150	B1-U0-G2	4422	147	B1-U0-G2	
	FT	70	4206	139	B1-U0-G3	4458	147	B1-U0-G2	4395	144	B1-U0-G2	
6L	2	70	5725	134	B2-U0-G3	6254	142	B1-U0-G2	6076	140	B1-U0-G2	43
	3	70	6417	136	B1-U0-G2	6605	144	B1-U0-G2	6609	142	B1-U0-G2	
	FT	70	6250	134	B2-U0-G2	6666	142	B2-U0-G2	6557	139	B2-U0-G2	
8L	2	70	8066	128	B2-U0-G2	8854	135	B2-U0-G2	8583	133	B2-U0-G2	64
	3	70	8292	129	B2-U0-G2	8778	137	B2-U0-G2	8615	134	B2-U0-G2	
	FT	70	8120	126	B2-U0-G2	8605	134	B2-U0-G2	8461	132	B2-U0-G2	
12L	2	70	11967	126	B3-U0-G2	12918	135	B3-U0-G2	12507	132	B3-U0-G2	97
	3	70	12854	145	B3-U0-G2	12787	150	B2-U0-G2	12853	151	B2-U0-G2	
	FT	70	11737	145	B2-U0-G2	12286	149	B2-U0-G2	12187	154	B2-U0-G2	
15L	2	70	14662	142	B3-U0-G3	15225	145	B3-U0-G3	15024	142	B3-U0-G3	105
	3	70	14665	139	B2-U0-G2	15362	145	B2-U0-G3	15404	151	B2-U0-G3	
	FT	70	14322	139	B2-U0-G3	15052	146	B2-U0-G3	15250	154	B2-U0-G3	
18L	2	70	17405	154	B3-U0-G3	18287	155	B3-U0-G3	18065	165	B3-U0-G2	130
	3	70	17458	154	B3-U0-G3	18305	159	B3-U0-G3	18940	166	B3-U0-G2	
	FT	70	17259	153	B3-U0-G3	17939	158	B3-U0-G3	18245	164	B3-U0-G3	
25L	2	70	20388	127	B3-U0-G3	21362	132	B3-U0-G3	21059	130	B3-U0-G3	164
	3	70	20971	125	B3-U0-G3	21551	131	B3-U0-G3	22329	135	B3-U0-G3	
	FT	70	19275	126	B3-U0-G3	20083	131	B3-U0-G3	20915	136	B3-U0-G3	

*LEDs are frequently updated therefore values are nominal

ELECTRICAL DATA*

Lumen Package	120V	208V	240V	277V	347V	480V
3L	0.19	0.11	0.10	0.08	0.07	0.05
4L	0.25	0.15	0.13	0.11	0.09	0.06
6L	0.36	0.21	0.20	0.17	0.14	0.10
8L	0.54	0.31	0.27	0.23	0.19	0.13
12L	0.59	0.35	0.31	0.26	0.21	0.15
15L	0.87	0.50	0.44	0.38	0.31	0.22
18L	1.03	0.60	0.54	0.47	0.37	0.27
25L	1.34	0.77	0.67	0.58	0.46	0.34

Electrical data at 25C (77°F). Actual wattage may differ by +/-10%.

DELIVERED LUMENS*

Lumen Package	Distribution	Amber Delivered Lumens	Amber Efficacy	Amber BUG Rating	Wattage
4L	2	1925	76	B1-U0-G2	25.5
	3	1935	76	B1-U0-G2	
	FT	1900	77	B0-U0-G2	

RECOMMENDED LUMEN MAINTENANCE (TL-8)†

Ambient Temperature C	Initial‡	25K hrs.†	50K hrs.†	75K hrs.†	100K hrs.†
0 - 50 C	100%	98%	95%	93%	90%

RECOMMENDED LUMEN MAINTENANCE (12L-25L)†

Ambient Temperature C	Initial‡	25K hrs.†	50K hrs.†	75K hrs.†	100K hrs.†
0 - 50 C	99%	97%	95%	93%	91%

† - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2 - In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
‡ - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing times the IESNA LM-80-08 total test duration for the device under testing

Type:

Mirada Wall Sconce (XWM)

PHOTOMETRICS

Back to Quick Links

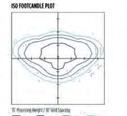
All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Mirada Wall Sconce (XWM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.

XWM-2-LED-6L-40

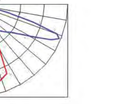
LUMINAIRE DATA

Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,605
Watts	44.2
Efficacy	151
BUG Rate	B2-U0-G2 - Medium
Mult. Factor	0.1 = 1

ISO FOOTCANDLE PLOT



POLAR CURVE



Zonal Lumen Summary

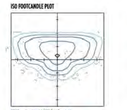
Zone	Lumens	%Luminaire
Low (0-30)°	801	12.4%
Medium (30-60)°	3918	60.5%
High (60-90)°	1641	38.1%
Very High (80-90)°	452	7.0%
Uplight (90-180)°	0.1	0.0%
Total Flux	6812	100%

XWM-3-LED-6L-40

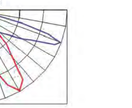
LUMINAIRE DATA

Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,605
Watts	44.2
Efficacy	151
BUG Rate	B2-U0-G2 - Medium
Mult. Factor	0.1 = 1

ISO FOOTCANDLE PLOT



POLAR CURVE



Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	1073	17%
Medium (30-60)°	3928.3	59.5%
High (60-90)°	1644.5	24.9%
Very High (80-90)°	367	5.5%
Uplight (90-180)°	0.1	0.0%
Total Flux	6812	100%

XWM-FT-LED-6L-40

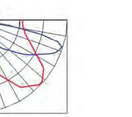
LUMINAIRE DATA

Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,666
Watts	44.2
Efficacy	151
BUG Rate	B2-U0-G2 - Medium
Mult. Factor	0.1 = 1

ISO FOOTCANDLE PLOT



POLAR CURVE



Zonal Lumen Summary

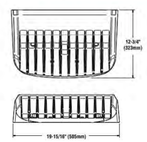
Zone	Lumens	%Luminaire
Low (0-30)°	778.6	11.7%
Medium (30-60)°	2924.9	43.7%
High (60-90)°	2,925.1	43.7%
Very High (80-90)°	1015	15.8%
Uplight (90-180)°	0.1	0.0%
Total Flux	6,693.4	100.0%

Type:

Mirada Wall Sconce (XWM)

PRODUCT DIMENSIONS

Back to Quick Links



Luminaire Shown with IMSBT

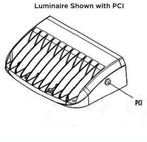


Surface Wiring Box



Wall location rated surface wiring box features 1/2" and 3/4" knockouts for surface conduit

Luminaire Shown with PCI



CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click here to learn more about AirLink.

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click here to learn more about IMSBT.

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components: Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click here to learn more about AirLink Blue.

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NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project: Type:
Prepared By: Date:

Scottsdale Vertex™ (SCV)

Petroleum Canopy Light

IP66



OVERVIEW	
Lumen Package (lm)	9,000 – 23,000
Wattage Range (W)	67 – 188
Efficacy Range (LPW)	109 – 154
Weight lbs (kg)	18.5 (8.4)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction
- Rugged low-profile die-cast aluminum housing, optical unit, and driver cover.
- Below canopy access to optical chamber and driver housing for serviceability.
- IP66 rated luminaire protects integral components from dust and water.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling.
- Four fasteners secure the door frame to housing. Door frame also provides quick and easy access to the electrical compartment for servicing.
- Shipping weight: 18.5 lbs in carton.

Optical System
- Symmetrical distribution utilizes a clear tempered flat glass lens to uniformly illuminate the area under the gas canopy.
- Combination Forward Throw distribution uses clear tempered flat glass and optical grade PMMA acrylic lens to create an industry leading unique distribution pattern to illuminate the area under the gas canopy and the area between the gas canopy and convenience store eliminating the need for extra floodlights.
- Available in 5000K, 4000K and 3000K color temperatures.
- Minimum CRI of 80.

Electrical
- High-performance factory programmable driver, features include over-voltage, undervoltage, short circuit and over temperature protection.
- Integral 6kV surge protection that meets IEEE C62.41.2 and ANSI C82.77-5 Location Category C Low standards.
- Additional field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 2).
- Total harmonic distortion: <20%.
- Operating temperature: -40°C to +50°C (-40°F to +122°F) when mounted to Steel/Aluminum surfaces for 10L, 13L, & 15L Lumen Packages, +45°C for 20L Lumen Package, and +35°C for 23L Lumen Package. If mounted to a non-metallic surface, reduce ambient by 5°C.
- Power factor: >0.90.
- High-efficacy LEDs are mounted to (4) circuit boards to maximize heat dissipation.
- Driver components are fully encased in potting material for moisture resistance. Driver complies with FCC standards.

Hazardous Location
- Designed for lighter than air fuel applications. Product is suitable for Class 1 Division 2 with all lumen packages and distributions only when properly installed per LSI installation instructions. Models with optional controls are not approved for Class 1, Division 2 applications.
  - Gas Groups A, B, C, and D - Group A: Acetylene / Group B: Hydrogen / Group C: Propane and Ethylene / Group D: Benzene, Butane, Methane & Propane.

Installation (Standard)
- Installs in a 12" or 16" deck pan.
- Four fasteners are provided for use in single deck steel canopies. Other suitable fasteners may be required and provided by others.
- Unit is designed to quickly retrofit into existing Scottsdale (4") hole.
- Aluminum locking collar and gasket are included and required for complete seal and support of canopy deck.
- Retrofit panels are available for existing Encore, Richmond, 2x2 Universal, and more.
- Direct mount to surface or recessed J box with hardware bracket kit ordered separately as an accessory.

Installation (RED/Mount)
- Patent pending 3 piece quick mounting system; components include collar, capsule and connector.
- Designed to reduce canopy penetrations and increase installation efficiency.
- Installs in 12" or 16" deck pan.

Warranty
- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsicorp.com/resources/terms-conditions-warranty/ for more information.

Listings
- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- State of California Title 24 Compliant with IMSBT option.
- DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- IDA compliant with 3000K or lower color temperature.

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE:	SCV	LED	13L	SC	UNV	DIM	50	WHT	IMSBT2	REDI

Prefix	Light Source	Lumen Package	Distribution	Voltage	Driver	Color Temperature	Finish	Options	Mounting
SCV - Petroleum Canopy Luminaire	**LED**	**10L** – 10,000 Lumens **13L** – 13,000 Lumens **15L** – 15,000 Lumens **20L** – 20,000 Lumens **23L** – 23,000 Lumens **Custom Lumen Packages**[1] **23L (SQT)** – 23,000 Lumens **SQT1** – Combination Standard Symmetric and Forward Throw[2]	**SC** - Standard Symmetric	**UNV** - Universal Voltage (120-277VAC) **HV** - 347-480V	**DIM** – 0-10V Dimming[3]	**30** - 3000K **40** - 4000K **50** - 5000K	**WHT** - White **BLK** - Black **BRZ** - Bronze	**Blank** - None **ALBC1** - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height) **IMSBT2L** - Integral Bluetooth® Motion and Photocell Sensor (0 - 24' mounting height)[4] **IMSBT2L** - Integral Bluetooth® Motion and Photocell Sensor (25 - 40' mounting height)[4] **RL** - Hazardous Location Class 1 Div 2[5]	**Blank** - None **RED/M** - RED/Mount integrated junction box system[6]

Need more information? Click here for our glossary

Have additional questions? Call us at (800) 436-7800

ACCESSORY ORDERING INFORMATION

Part Number	Description
67542582	Retrofit Panel Kit - EC / ECTA / SCI in SCV, for 16" Deck Panel with Lanyer opening(s)
67601382	Retrofit Panel Kit - EC / ECTA / SCI in SCV, for 12" Deck Panel
67542682	Retrofit Panel Kit - RECI/Richmond to SCV
67542782	Retrofit Panel Kit - ENV Universal 2x2 to SCV
357282	Retrofit 2x2 Cover Panel Blank (no holes)
354782	Retrofit RC Cover Panel Blank (no holes)
5571359WHT	26" X 26" Beauty Plate Kit (with 4" Center hole)
5641669WHT	26" X 32" Beauty Plate Kit (with 4" Center hole)

Part Number	Description
6874613	Junction Box
1320540	Kit - Hole Plugs and Sealant (enough for 25 retrofits)
67625182WHT	Rectangular Top Plate Kit (includes top plate and sealant)
67545382	Surface Mount Box
68748282	Retrofit Kit - CBAT/DES to SCV
744553	Retrofit Kit for SCM/SCV to upgrade SC/SD/EC/ECTA White
75227282	Bracket SCM/SCV Direct Mount with Hardware

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

PERFORMANCE

Back to Quick Links

Delivered Lumens*

Lumen Package	3000K CCT			4000K CCT			5000K CCT			Wattage
	Delivered Lumens	Efficiency	BUG Ratings	Delivered Lumens	Efficiency	BUG Ratings	Delivered Lumens	Efficiency	BUG Ratings	
10L	9,952	144	B5-U0-G1	9,929	148	B5-U0-G1	10,337	154	B5-U0-G1	67
13L	12,567	140	B5-U0-G1	12,927	144	B5-U0-G1	13,443	149	B5-U0-G1	90
15L	13,999	137	B5-U0-G1	14,399	141	B5-U0-G1	14,965	147	B5-U0-G1	102
20L	18,755	141	B4-U0-G1	19,598	147	B4-U0-G1	20,254	152	B4-U0-G1	133
23L	21,783	141	B4-U0-G2	22,406	145	B4-U0-G2	23,284	150	B4-U0-G2	155
23L (SQT)	20,866	111	B5-U0-G5	23,187	123	B4-U0-G5	23,101	123	B5-U0-G5	188

*LEDs are frequently updated therefore values are nominal.

Recommended Lumen Maintenance - SCV 25L SC[1]

Ambient Temperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
25	102%	97%	92%	88%	84%
30	102%	97%	92%	88%	84%
35	102%	97%	92%	88%	84%
40	102%	97%	92%	88%	84%
45	103%	95%	91%	86%	81%
50	101%	95%	90%	85%	80%

Recommended Lumen Maintenance - SCV 25 SCFT[1]

Ambient Temperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
25	105%	69%	73%	62%	52%
30	105%	69%	63%	47%	36%
35	105%	70%	47%	32%	23%

Recommended Lumen Maintenance - SCV 25 SC[1]

Ambient emperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
25	102%	97%	92%	88%	84%
30	102%	97%	92%	88%	84%
35	102%	97%	92%	88%	84%
40	101%	96%	91%	86%	82%

Electrical Data - Current draw in AMPS*

Lumen Package	Wattage	120V	208V	240V	277V	347V	480V
10L	67	0.56	0.32	0.28	0.24	0.19	0.14
13L	90	0.75	0.43	0.37	0.32	0.26	0.19
15L	102	0.85	0.49	0.42	0.37	0.29	0.21
20L	133	1.1	0.64	0.55	0.48	0.38	0.28
23L (SC)	155	1.29	0.75	0.65	0.56	0.45	0.32
23L (SQT)	188	1.57	0.9	0.78	0.68	0.54	0.39

*Electrical data at 25°C (77°F). Actual wattage may differ by +/-10%.

1 Lumen maintenance values at 25°C are calculated per TM-21 based on LM-80 data and in-situ luminaire testing.
2 In accordance with IESNA TM-21-11, Projected Values represent interpolated values based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the driver/light source operating condition(s) (i.e. 4hr packaged LED only).
3 In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the total test duration (in hours) for the driver/light source operating condition(s) (i.e. the packaged LED chip).

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

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Type:

PHOTOMETRICS

Back to Quick Links

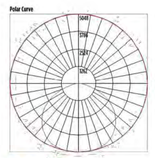
Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.
See the individual product page on https://www.lsicorp.com/ for detailed photometric data.

SCV-LED-15L-SC-50

Luminaire Data	
Wide Distribution	
Description	5000 Kelvins, 80 CRI
Delivered Lumens	15,410
Watts	103
Efficacy	150
IES Type	Type VS - Very Short
BUG Rating	B5-U0-G1

Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	4,335.5	28.6%
Medium (30-60°)	8,286.4	54.8%
High (60-80°)	2,748.8	17.8%
Very High (80-90°)	177.4	1.1%
Uplight (90-180°)	1	0.0%
Total Flux	15,410.2	100%



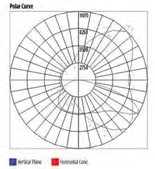


SCV-LED-23L-SCFT-50

Luminaire Data	
Wide Distribution	
Description	5000 Kelvins, 80 CRI
Delivered Lumens	24,364
Watts	163.5
Efficacy	149
IES Type	Type IV - Short
BUG Rating	B5-U0-G2

Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	4,368.4	17.9%
Medium (30-60°)	12,550.5	51.7%
High (60-80°)	6,966.6	28.6%
Very High (80-90°)	419.5	1.8%
Uplight (90-180°)	0	0.0%
Total Flux	24,304.9	100%





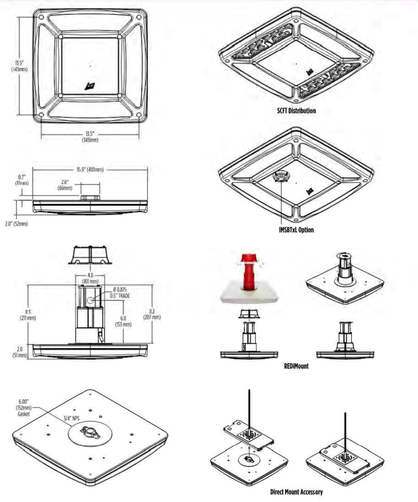
Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

PRODUCT DIMENSIONS

Back to Quick Links



Scottsdale Vertex™ (SCV) Petroleum Canopy Light

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Type:

CONTROLS

Back to Quick Links

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT1L, IMSBT2L)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click here to learn more details about IMSBT1L

AirLink Blue (ALBC, ALBCS1, ALBCS2)

Wireless Bluetooth Mesh Lighting Control System that provides energy savings, code compliance and enhanced safety/security. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into luminaires.

Click here to learn more details about AirLink Blue

RETROFIT KITS

Back to Quick Links

LSI Industries offers a full line of Retrofit Kits for existing Encore, Richmond, 2x2 Universal and many more older canopy luminaires.

Click here to learn more details on all our Retrofit Kits

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NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

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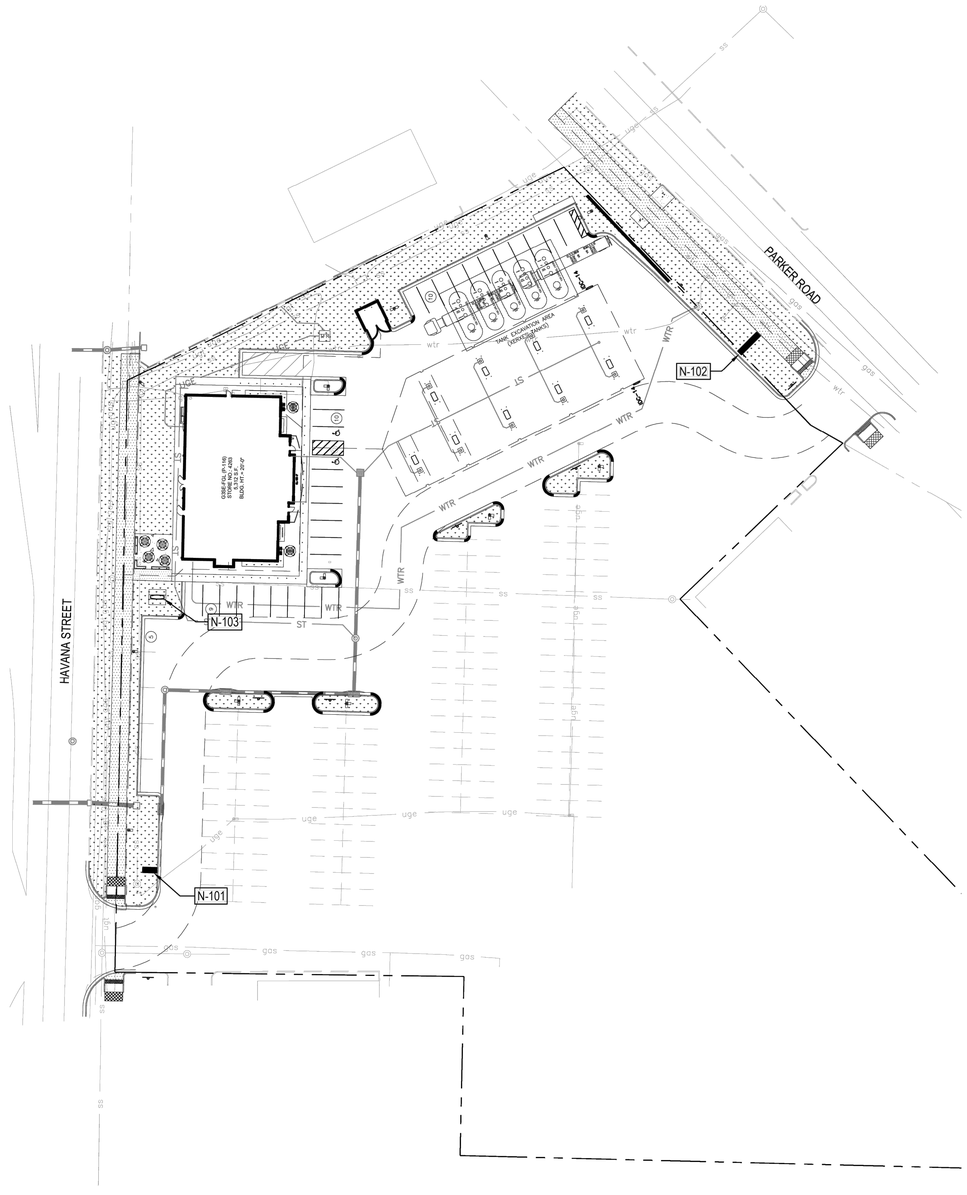
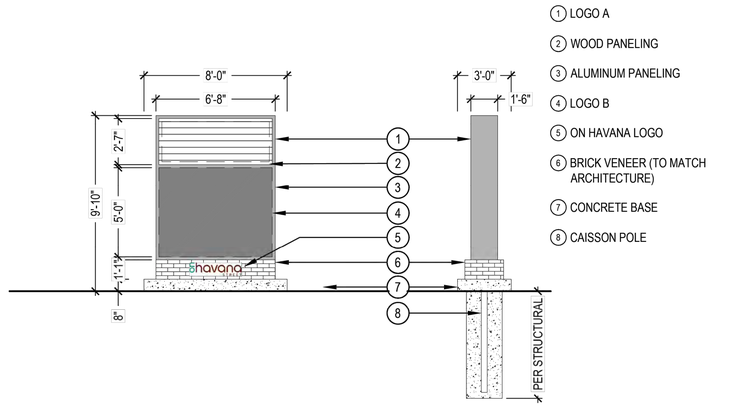
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

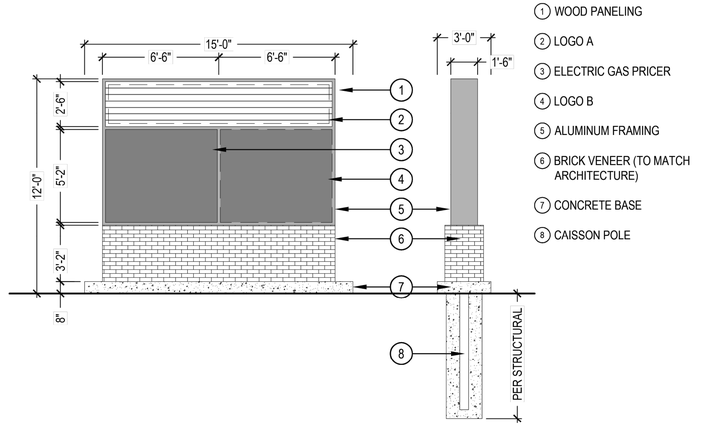
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO





1 MULTI-TENANT | HAVANA STREET

SCALE: 1/4" = 1'-0"



2 MULTI-TENANT SIGN | PARKER ROAD

SCALE: 1/4" = 1'-0"

SIGNAGE REQUIREMENTS

CODE	SIGN TYPE	SIGN CLASSIFICATION	STREET CLASSIFICATION	PERMITTED SIGN HEIGHT	PROPOSED HEIGHT	PERMITTED SIGN AREA	SIGN FACE PER SIDE	PROPOSED TOTAL SIGN FACE
N-101	SECONDARY MULTI TENANT - HAVANA ST	MONUMENT / MULTI-TENANT	ARTERIAL	12'	9'-10"	200 SF	54 SF	108 SF
N-102	SECONDARY MULTI TENANT - PARKER ROAD	MONUMENT / MULTI-TENANT	ARTERIAL	12'	12'	200 SF	62 SF	168 SF
N-103	PRIMARY SINGLE TENANT - HAVANA ST	MONUMENT / SINGLE-TENANT	ARTERIAL	N/A	20'	184.75 SF	N/A	N/A
								TOTAL: 276 SF

* ALL SIGNS MUST COMPLY WITH THE COA UNIFIED DEVELOPMENT ORDINANCE SIGN CODE SECTION: 146-4.10.5.

** SIGNS ARE PERMITTED VIA A SEPARATE PERMIT

NORRIS DESIGN
PEOPLE + PLACEMAKING

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NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SIGNAGE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_SN.DWG

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November 8, 2024

City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

Re: ***Site Plan – Conditional Use Criteria for Approval***
QuikTrip 4263
Parker Road and Havana Street, Aurora, Colorado

To Whom It May Concern,

Kimley-Horn and Associates, Inc. is pleased to be submitting the Site Plan Package for the above-referenced project on behalf of QuikTrip Corporation (the "Site Developer"). In conjunction with the project, we are responding the Criteria for Approval, ensuring our Site will align with Aurora's requirements within Section 146-5.4.3.3.A.3.

General Project Information

The Site is located on Parker Road, situated in the southwest quarter of Section 26, Township 4 South, Range 67 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado.

The Site lies within a portion of an existing developed lot, with a Burger King to the north, and surrounded by mixed uses to the south such as Epic Mountain Gear and Advance Auto Parts with associated sidewalks, pavement, and parking. The total existing lot contains a total of ±4.834 acres, however the proposed improvements anticipate impacting approximately ±2.07 acres of the total site.

The proposed improvements consist of the demolition of the existing structure on the northern portion of the site to develop a new convenience store and gas station.

Conditional Use Criteria

It is understood that a gas station and convenience store is a Conditional Use under the current MU-C zoning designation. Below is a summary of the seven (7) conditional use criteria and descriptions of how the proposed site plan demonstrates compliance with the criteria.

1. The application complies with the applicable standards in the UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.
    - *Response: There is no approved Master Plan that includes the property, but the proposed development is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. The Site complies with the applicable standards in the UDO and City regulations per coordination with the City through the Pre-Application process. The Site proposes updated and accessible routes, ramps, and tree lawn improvements along Havana Street and Parker Road. There are no outstanding standards applied to the Site by a prior decision, ensuring that the proposed development complies with all applicable standards laid out.*

2. The application is consistent with the Comprehensive Plan
   - *Response: The proposed development is consistent with the Comprehensive Plan as the finished development will contribute to the economy with new jobs, improve mobility and transportation with a new detached sidewalk, which will provide accessible paths to and from the improved bus stop. This development will improve the existing condition by proposing more landscaping. These improvements will uplift the existing lot, aiding not only QuikTrip, but also the existing commercial businesses by aligning with Aurora's community principles and Comprehensive Plan.*

3. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surround area.
   - *Response: The proposed convenience store and fuel station will not negatively impact the density in this area and will actively serve the community while remaining compatible with the existing commercial stores within the Site's lot. A Traffic Study has been completed and accompanies the submittal package, confirming the Site does not create a negative impact and will be successfully incorporated into the roadway network. Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping. QuikTrip is committed to providing a high level of architecture design for both the proposed Convenience Store and Fuel Canopy, both structures will be compliant with the City UDO. The proposed landscaping on the QT is consistent with the City UDO and provides new detached sidewalks with tree lawns and a plaza area west of the building.*

4. The proposed use will not change the predominant character of the surrounding area
   - *Response: The zoning for the proposed site and surrounding properties is Mixed Use Corridor. As the Site proposes a convenience store and fuel station, QuikTrip will contribute to the commercial lot by offering high quality to-go food, sidewalks/paths and outdoor seating areas around the building. The other stores within the lot are commercial, selling a variety of products for consumption. Additionally, the existing store that QuikTrip is redeveloping is a restaurant; therefore, the proposed Site will not change the predominant character of the area and surrounding stores.*

5. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable
   - *Response: The proposed development will create an accessible path along both Parker Road as well as Havana Street, including accessible ramps connecting pedestrians to surrounding commercial stores as well as the existing bus stop that will see improvements through this development.*

6. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.
   - *Response: The proposed Site has agreements in place with the surrounding uses, agreeing to mitigate any dislocations of tenant, occupants of the property, or decreasing lot visits. This is achieved by not closing off access to the Site during construction. This will aid in the compliance*

with the Comprehensive Plan, allowing the economy to still grow as no store will be temporary closed or experience reduction in trip circulations due to closed access point construction.

7. The application mitigates any adverse impacts on the surrounding area to the degree practicable.
    - *Response: The proposed development mitigates impacts on the surrounding area by working and maintaining contact with the surrounding owners. The Site is a lease on land, so QuikTrip is in consistent contact with the lot's owners and integrates their feedback and concerns into the Site's production and construction. This allows for the development to lessen the impact it has on the surrounding commercial stores to a practical degree, and once complete, contributes to the lot's success by bringing in additional customers and travelers alike through the store's elevated interior, pedestrian outdoor seating, and lot improvements.*

We hope this CUP Criteria Letter aids in your review of the QuikTrip Site Plan submittal. We are excited to work with the City on this project and look forward to delivering a project that the City and this project team are extremely proud of.

If you have any questions or comments during your review, please do not hesitate to contact me at 303-228-2327 or shelby.madrid@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Shelby Madrid, PE,

City of Aurora
Planning Commission Case Report

Project Title: QUIKTRIP 4263 - CONDITIONAL USE AND SITE PLAN
Development Application Number: DA-1483-03
Case Numbers: 2000-6044-07, 2000-6044-08
Case Manager: James Schireman
Applicant: QuikTrip Corporation – Shelby Madrid
General Location: S Havana St to the West, S Parker Rd to the Northeast
Ward: IV

Project Summary:
The applicant's agent, Kimley Horn and Associates, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Rd. and S. Havana St. The subject property is located entirely within an MU-C zone district and is bordered by adjacent MU-C zoning to the north and south, with a small pocket of MU-OI zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed Quiktrip is located on a parcel that contains a multi-tenant commercial center, which will remain, while the now closed Sam's Diner restaurant in the Northwest corner will be demolished and replaced with the proposed Quiktrip use. Specifically, the QuikTrip will include an approximately 5,312-square-foot single-story convenience store, and a 9-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834 Acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and features accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Rd. and S Havana St. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The fueling station would operate 24 hours a day, 7 days a week. The facility would employ approximately 22 people, with 4 employees working per shift and 3 shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush-hour, specifically 6am-9am and 4pm-6pm.

Applicant's Requests:
Site Plan and Conditional Use Approval

Neighborhood Comments:
No neighborhood comments were received during the review process. Therefore, no neighborhood meeting was held.

Major Issues Discussed During Development Review:
- **Building Frontage and Site Layout**
- **Pedestrian Accessibility**
- **Vehicle Circulation**
- **Public Safety**
- **Havana St. Placemaking**

Results of Development Review:

Building Frontage and Site Layout
UDO §146-3.3.5.OO.9 describes the use specific standards for Motor Vehicle Fuel Dispensing Stations within the City of Aurora. Regarding building orientation and street frontage this section states: "When site constraints such as easements, floodplains, utilities, or others do not impact building placement, primary buildings shall front the street and fueling area canopies shall be set back behind buildings, and no street frontage buffers for building perimeters shall be required."

This site features a unique constraint in that it is bound by two major arterial streets to the East and West, making almost the entire site visible from the public right of way. In order to accomplish the intent of the section to the maximum extent practicable, staff coordinated with the applicant to identify how the fueling canopy could be sited behind the convenience store.

Ultimately, the convenience store was sited directly along S. Havana St. with the fueling canopy being largely screened from the west and north by the proposed convenience store and existing drive through restaurant, respectively. While the fueling canopy will be visible for a small 200' stretch along S. Parker Rd, staff found the existing multi-tenant building and ski-equipment store will help screen the canopy from the southeast. This approach allowed staff to determine this criterion as satisfied and eliminated the need for an adjustment.

Pedestrian Accessibility
Being located between two major arterial streets, the opportunity to enhance pedestrian connectivity described in §146-4.5.4.D was prioritized during the review process. While a mid-block crossing along the northern property line to connect Havana St. and Parker Rd. was not feasible due to grading requirements and the nearby fuel storage, the applicant plans to provide upgraded pedestrian accessibility to the convenience store and overall shopping center. Along Havana St. the site plan would connect the convenience store entrance with a public amenity space and upgraded detached sidewalk while on the Parker Rd. frontage the proposed plans would further enhance pedestrian access by providing a detached sidewalk and coordinating with RTD to provide an upgraded bus stop.

While frontage improvements help enhance pedestrian accessibility to the site, updates to the site's parking lot promote safe and consistent vehicular circulation, resulting in a safe environment for pedestrians hoping to use the convenience store. Overall, staff found the intent for this section satisfied, especially considering the auto-oriented nature of this use.

Vehicular Circulation
UDO §146-4.2.3.F.3 requires that the internal streets and parking lots within development containing multiple buildings be broken up into smaller internal blocks to prioritize safe vehicular circulation. While the former restaurant located at this site only utilized the northwest corner of the shopping center parking, the proposed fuel station and convenience store use will expand the area to occupy much of the north half of the property. Moreover, the largely auto oriented and short-term stay associated with the proposed use would increase vehicular traffic in the shopping center. Staff worked with the applicant to satisfy the requirements of this section along with landscaping requirements to place capping landscaped islands, resulting in apparent and separate for looking to refuel. The proposed site plan enhances vehicular circulation at the existing site and aims coordinate travel among all users, whether they are refueling, using the convenience store, or looking to shop at one of the surrounding retail uses.

Public Safety
In order to promote a safe environment for the 24 hour fueling station, staff reviewed the photometric plans to ensure the areas surrounding the building and fueling canopy were well lit, while new light poles were placed within parking lot island to help illuminate the parking lot. Extra plantings were also placed along the Havana

Street frontage to create a natural barriers and prevent informal footpaths from appearing behind the storefront and instead encouraging customers to use the well-lit areas in view of the store.

While user safety is paramount for a 24-hour use, the QuikTrip corporation demonstrated full compliance with state fueling safety standards in their environmental responsibility letter included as Exhibit E. By going above state and federal requirements regarding leaks detection, the site promotes public safety at the commercial level.

Havana St. Placemaking
Because this site sits near the southernmost end of the Havana St. Corridor, it acts as an impactful landmark to those leaving or departing the Havana Corridor. Moreover, because this site will receive users from both the Havana St. frontage and internal fueling area, staff applied the primary façade standards to both the east and west building elevations to enhance the overall architecture of the site. The streetscape was enhanced to align with the pedestrian friendly vision for the Havana Corridor by triggering condition of 1 of § 146-2.6.7.B.2, providing curbside landscape area, 10' detached walk, and landscape buffer. In addition, the proposed monument signs fronting along Havana feature the "On Havana" placemaking signage to unify this business with other users along the corridor, per §146-2.6.7.B.6

Summary of Staff Recommendation:
Staff recommends approval of the Site Plan as well as the conditional use proposed with this application.

Detailed Case Analysis

Public Notification: Legal notice appeared in the Aurora Sentinel on January 30th, 2025. The applicant has submitted certificates of mailing and public hearing notices to adjacent property owners, as well as pictures of the notice of public hearing sign posting.

Community Referrals: Referrals were provided to the following (15) registered neighborhood organizations within one mile of the project: TELEPGRAPH HILL II CONDOES, LITTLE TURTLE, RODEO DRIVE HOA, DAM EAST HOA, CHEROKEE I HOA, INNSBRUCK TH ASSOC, EASTRIDGE CIVIC ASSOCATION, PTARMIGAN PARK HOA, THE SHORES HOA, BERKSHIRE VILLAGE HOA, PEORIA PARK CIVIC ASSN, RAINTREE EAST, CLEAN, DAM WEST HOMEOWNERS ASSOCIATION, VILLAGE EAST NEIGHBORHOOD ASSOCIATION.

Conformance with Code Criteria:

1. Conditional Use Criteria
Per Section 146-5.4.3.A.3. the Conditional Use shall be approved, approved with conditions, or denied based on the following criteria:
(a) The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property. (b) The application is consistent with the Comprehensive Plan. (c) The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area. (d) The proposed use will not change the predominant character of the surrounding area. (e) The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable. (f) The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or

that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (g) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

The Conditional Use complies with the code criteria regarding adherence to applicable City Code and mitigation of ext. Therefore, the application as proposed:

- Complies with the standards of the UDO;
- Is consistent with the goals of the Commercial Hub Comprehensive Plan placetype;
- Is compatible with the surrounding development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

2. Site Plan Criteria

Per Section 146-5.4.3.B.2. the Site Plan shall be approved, approved with conditions, or denied based on the following criteria:
(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property. (b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable. (c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable. (d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers. (e) The application is compatible with surrounding uses in terms of size, scale and building façade materials. (f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

The Site Plan complies with the code criteria regarding design, circulation, landscaping, building architecture, and compatibility. Therefore, the application as proposed:

- Complies with the standards of the UDO:
- Is compatible with the surrounding development;
- Provides for high quality four-sided architecture;
- Mitigates negative external effects on nearby uses; and
- Establishes adequate vehicular and pedestrian circulation and connectivity.

Applicant Information:

Applicant: Kimley Horn and Associates
Owner: QuikTrip Corporation
Project Manager: Jessica Glavas & Shelby Madrid

Exhibits:

Exhibit A - Vicinity Map
Exhibit B - Letter of Introduction
Exhibit C - Site Plan
Exhibit D - Response to Conditional Use Criterion
Exhibit E – Environmental Responsibility Letter

Project Statistics:

Land Use Analysis

Item	Existing	Permitted or Required	Proposed
Zoning	MU-C (Mixed-Use Corridor)	N/A	No Change
Land Use	Restaurant	Proposed Use Permitted with Conditional Use Approval	Motor Vehicle Fuel Dispensing Station and Convenience Store
Parcel Size	4.834 acres	N/A	1.288 acres improved
% Hard Surface Area	N/A	N/A	70%
% Landscape Area	N/A	N/A	31%
% Building Coverage	N/A	N/A	24%
Building Height	N/A	75 feet	22.5’ feet
Total Sign Area	N/A	Per City Code	184.5’ sf
Number of On-Site Parking Spaces	N/A	22 Traditional Vehicle Stalls 2 Accessible Stalls	32 Traditional Vehicle Stalls 2 Accessible Stalls

Surrounding Properties

Direction	Zoning	Actual Use
North	MU-C (Mixed-Use Corridor)	Drive-through Restaurant (Burger King)
East 1	MU-OI (Mixed-Use Office & Institutional)	Offices (Havana Parker Office Center)
East 2	MU-C (Mixed-Use Corridor)	Multi-Tenant Retail Building
South	MU-C (Mixed-Use Corridor)	Multi-Tenant Retail and Epic Mtn Gear
West	City of Denver OS-A (Open Space Public Parks)	Babi Yar Park

Staff Recommendation:

Agenda Item 8a: Conditional Use
Recommend approval of the Conditional Use because the proposal complies with the criteria in Section 146-5.4.3.A.3. for the following reasons:

- Complies with the standards of the UDO;
- Is consistent with the goals of the Commercial Hub Comprehensive Plan placetype;
- Is compatible with the surrounding development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

Agenda Item 8b: Site Plan
Approve Site Plan because the proposal complies with the requirements of Code Section 146-5.4.3.B.2 of the Unified Development Ordinance for the following reasons:

- Complies with the standards of the UDO:
- Is compatible with the surrounding development;
- Provides for high quality four-sided architecture;
- Mitigates negative external effects on nearby uses; and
- Establishes adequate vehicular and pedestrian circulation and connectivity.

Approval to be subject to the following condition:

1. Resolution of outstanding technical issues prior to recordation of the site plan and issuance of any building permits.

Planning and Zoning Commission

Planning and Business Development Department

Planning and Zoning Commission
City of Aurora

THE REGULAR MEETING WILL START AT 6:10 PM

TO SPEAK ON AN AGENDA ITEM PLEASE SIGN UP:

- Please use this QR code to complete the Speaker Sign-Up Form:
- If you have already completed the form, no further action is necessary.

For more information: https://auroragov.org/PC
OR search for “City of Aurora Planning Commission” on your web browser.

Please make sure your home or computer microphone is on mute, unless you are speaking. The Planning and Zoning Commission meeting is a quasi-judicial hearing. There is no swearing-in of those who will give testimony, but it is presumed that all parties are telling the truth. When addressing the commission, please state your name and address for the record.

For each agenda item, there will be an initial presentation by city staff. Afterward, commissioners may ask questions of staff. Discussion of agenda items, by Commissioners, will be conducted only following a motion and a second.



Following the staff presentation, the applicant, or their representative, may choose to make a presentation, or answer questions. The applicant will have 10 minutes for their presentation. Commissioners may ask questions.

Members of the public, that have signed up to speak, will each have 3 minutes to speak on the agenda item during this public comment period. It is asked that only new information be presented; the same arguments should not be repeated. Commissioners may ask questions of the public, following their comments. After public comments, the applicant will have 5 minutes to address public comments. Commissioners may ask questions of the applicant.



The chair will ensure all commissioners have no further questions of the applicant or staff. The chair will then call for the question. After a motion has been made and seconded, the commissioners will then discuss the case amongst themselves.

After the discussion, the chair will call the question. Commissioners are finders of fact and will vote based on their evaluation of the evidence presented, as compared to Code Section 146.



All rulings by the Planning Commission are normally final. Exceptions are zoning map amendments, zoning code amendments, and comprehensive plan amendments that need City Council approval. Decisions by the Commission can be appealed to City Council by presenting a written appeal to the City Manager within ten calendar days of the public hearing. City Council also has the discretion to call up any case whether an appeal has been made.

Notices for this virtual meeting were published, posted to the city website, and the development projects were posted with signs on the properties. Notices were also mailed to adjacent landowners per city requirements.



AGENDA

Regular Meeting of the Planning and Zoning Commission

February 12, 2025, 5:00 pm
VIRTUAL MEETING

1. **Study Session - Planning and Zoning Commission 5:00 p.m. - No Study Session Scheduled**
2. **Regular Meeting - Call to Order 6:10 p.m.**
3. **Roll Call**
4. **Pledge of Allegiance**
5. **Approval of the Planning Commission Minutes**
   - 5.a **Draft January 22, 2025 Planning and Zoning Commission Minutes**
6. **Adoption of Agenda**
7. **Consent Agenda**
8. **General Business**
   - 8.a **QuikTrip 4263 - Conditional Use - Project Number 1810914 - Ward IV**

     CASE MANAGER: James Schireman APPLICANT: QuikTrip Corporation
     Development Application: DA-1483-03 Case Number(s): 2000-6044-08
     General Location: S Havana Street to the west, S Parker Road to the northeast
   - 8.b **QuikTrip 4263 - Site Plan - Project Number 1810914 - Ward IV**

     CASE MANAGER: James Schireman APPLICANT: QuikTrip Corporation
     Development Application: DA-1483-03 Case Number(s): 2000-6044-07
     General Location: S Havana Street to the west, S Parker Road to the northeast
9. **Public Invited to be Heard (non-agenda related issues)**
10. **Commissioner Comments/Miscellaneous Items of Business**
11. **Reports**
    - 11.a **Report by Planning Division Manager**
    - 11.b **Report by City Attorney**
12. **Adjournment**

Project Name: Quiktrip 4263

Project No: DA-1483-03
Public Hearing
Aurora Planning & Zoning Commission
February 12, 2025

Request

- Site Plan and Conditional Use Approval for a vehicle fueling station and convenience store in the MU-C district.

- Applicant: Kimley Horn & Associates
- Owner: Quiktrip
- Current Zoning: Mixed-Use Corridor (MU-C)

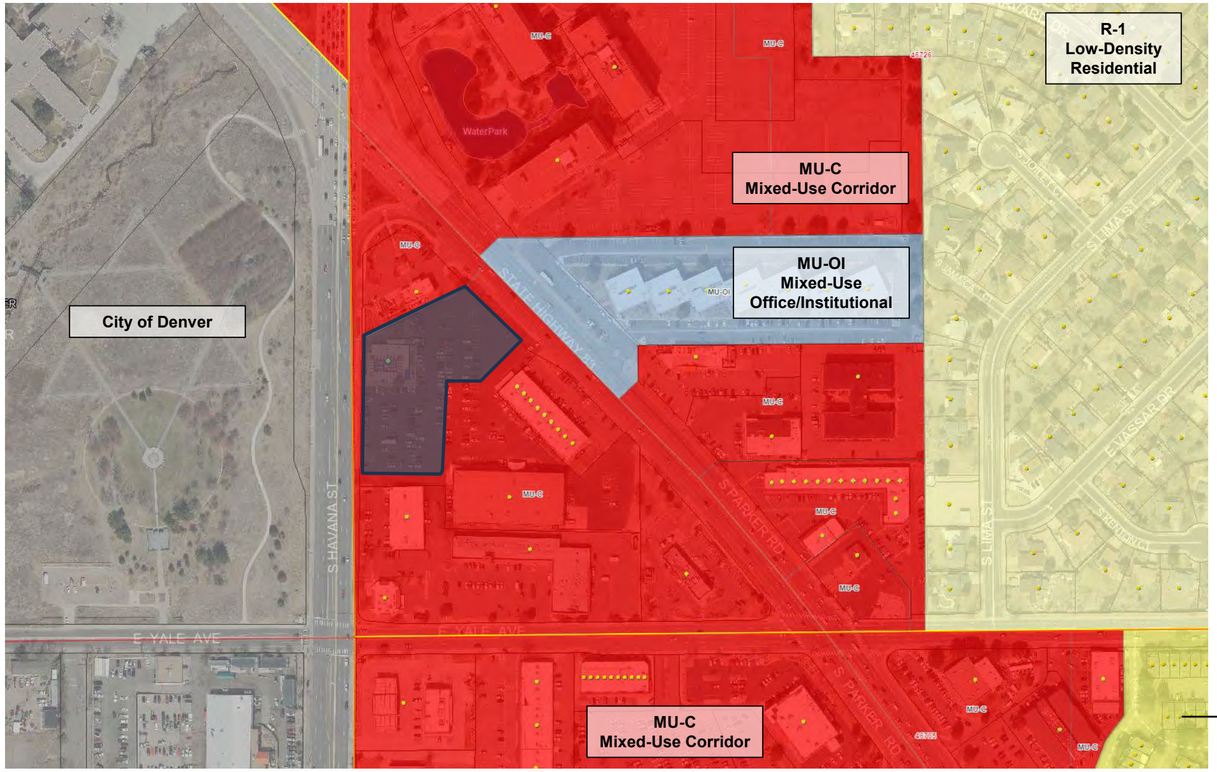
Vicinity Map



Aerial Map



Zoning Map


City of Denver
MU-C
Mixed-Use Corridor
MU-OI
Mixed-Use
Office/Institutional
R-1
Low-Density
Residential
MU-C
Mixed-Use Corridor
R-2
Medium-
Density
Residential
S HAVANA ST
E YALE AVE
S PARKER RD
S LIMA ST
E VASSAR DR
WaterPark

Site Photo – East Facing View



Site Photo –North Facing View



Site Photo – South Facing View



Site Photo – West Facing View



Community Response

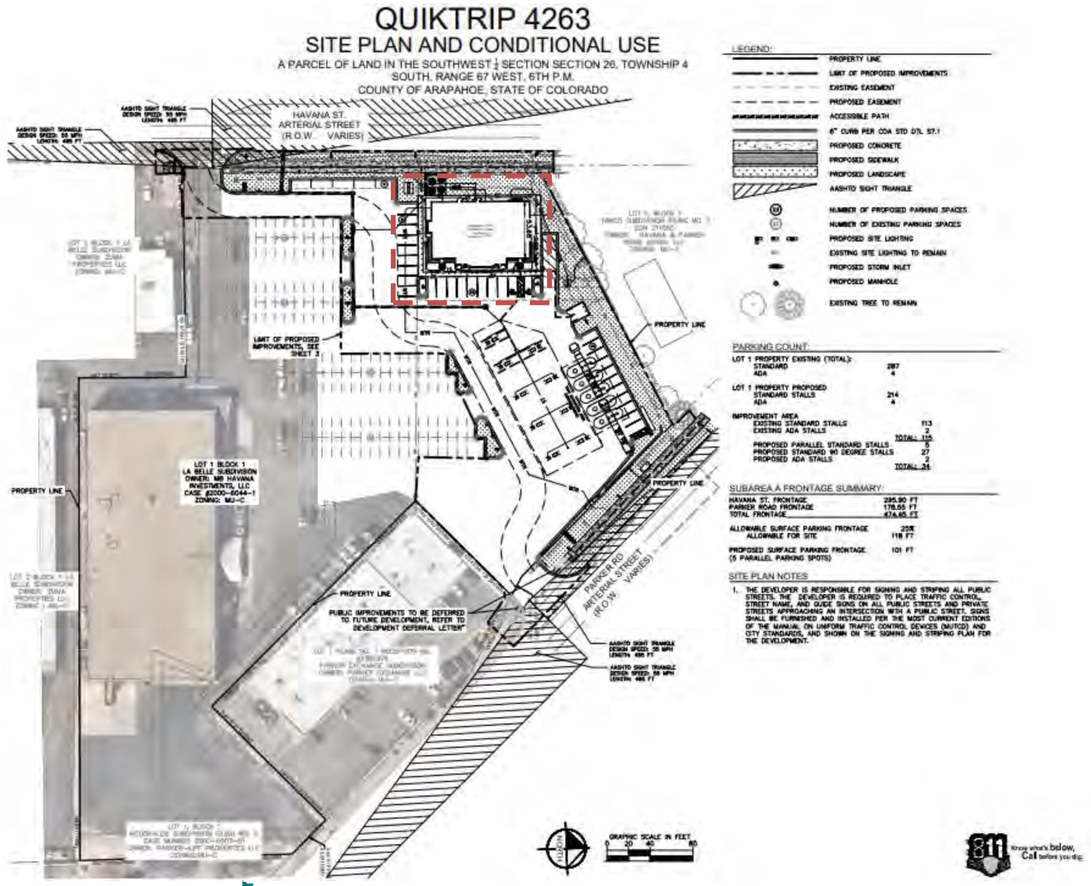
7 adjacent property owners and 15 registered neighborhood organizations were notified.

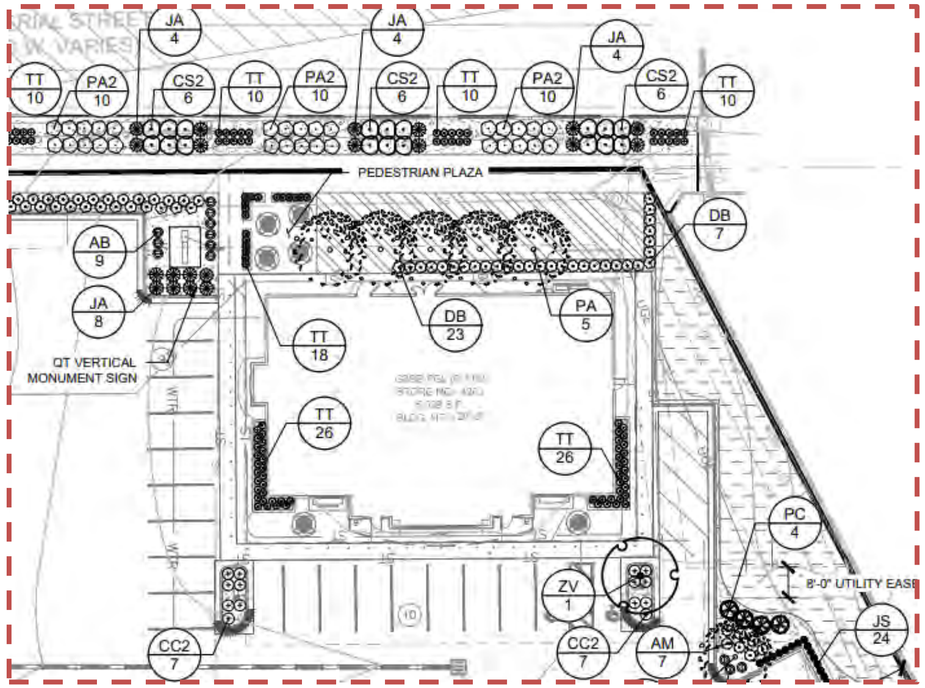
A neighborhood meeting was not held.

Notice of Hearing Boards and Mailings were posted and sent.

A comment from an HOA rep was received yesterday. The Case Planner responded to the nearby HOA rep. No comments were received during review.

Site Plan

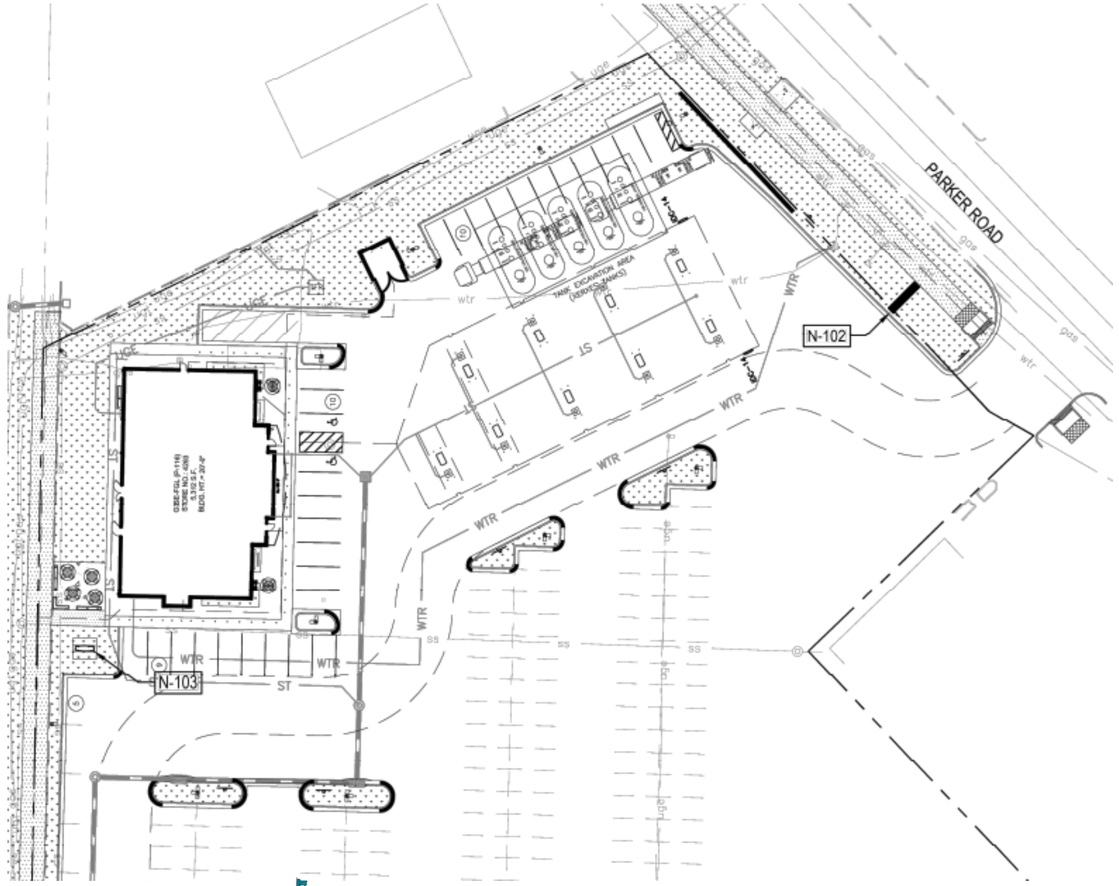

QUIKTRIP 4263
SITE PLAN AND CONDITIONAL USE
A PARCEL OF LAND IN THE SOUTHWEST ¼ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO
HAVANA ST.
ARTERIAL STREET
(R.O.W. VARIES)
PARKER RD
ARTERIAL STREET
(R.O.W. VARIES)
LIMIT OF PROPOSED IMPROVEMENTS, SEE SHEET 2
PROPERTY LINE
LOT 1 BLOCK 1
LA BELLE SUBDIVISION
OWNER: MR HAVANA INVESTMENTS, LLC
CASE #2000-6044-1
ZONING: MU-C
PUBLIC IMPROVEMENTS TO BE DEFERRED TO FUTURE DEVELOPMENT, REFER TO DEVELOPMENT DEFERRAL LETTER
AASHTO SIGHT TRIANGLE
DESIGN SPEED: 55 MPH
LENGTH: 495 FT
LEGEND:
PROPERTY LINE
LIMIT OF PROPOSED IMPROVEMENTS
EXISTING EASEMENT
PROPOSED EASEMENT
ACCESSIBLE PATH
6" CURB PER COA STD D7L ST.1
PROPOSED CONCRETE
PROPOSED SIDEWALK
PROPOSED LANDSCAPE
AASHTO SIGHT TRIANGLE
NUMBER OF PROPOSED PARKING SPACES
NUMBER OF EXISTING PARKING SPACES
PROPOSED SITE LIGHTING
EXISTING SITE LIGHTING TO REMAIN
PROPOSED STORM INLET
PROPOSED MANHOLE
EXISTING TREE TO REMAIN
PARKING COUNT:
LOT 1 PROPERTY EXISTING (TOTAL):
STANDARD 287
ADA 4
LOT 1 PROPERTY PROPOSED
STANDARD STALLS 214
ADA 4
IMPROVEMENT AREA
EXISTING STANDARD STALLS 113
EXISTING ADA STALLS 2
TOTAL: 115
PROPOSED PARALLEL STANDARD STALLS 5
PROPOSED STANDARD 90 DEGREE STALLS 27
PROPOSED ADA STALLS 2
TOTAL: 34
SUBAREA A FRONTAGE SUMMARY:
HAVANA ST. FRONTAGE 295.90 FT
PARKER ROAD FRONTAGE 178.55 FT
TOTAL FRONTAGE 474.45 FT
ALLOWABLE SURFACE PARKING FRONTAGE 25% 118 FT
PROPOSED SURFACE PARKING FRONTAGE (5 PARALLEL PARKING SPOTS) 101 FT
SITE PLAN NOTES
1. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.
GRAPHIC SCALE IN FEET
0 20 40 80
811 Know what's below. Call before you dig.


JA 4
TT 10
PA2 10
CS2 6
PEDESTRIAN PLAZA
DB 7
AB 9
JA 8
QT VERTICAL MONUMENT SIGN
TT 18
DB 23
PA 5
TT 26
PC 4
8'-0" UTILITY EASE
ZV 1
CC2 7
AM 7
JS 24

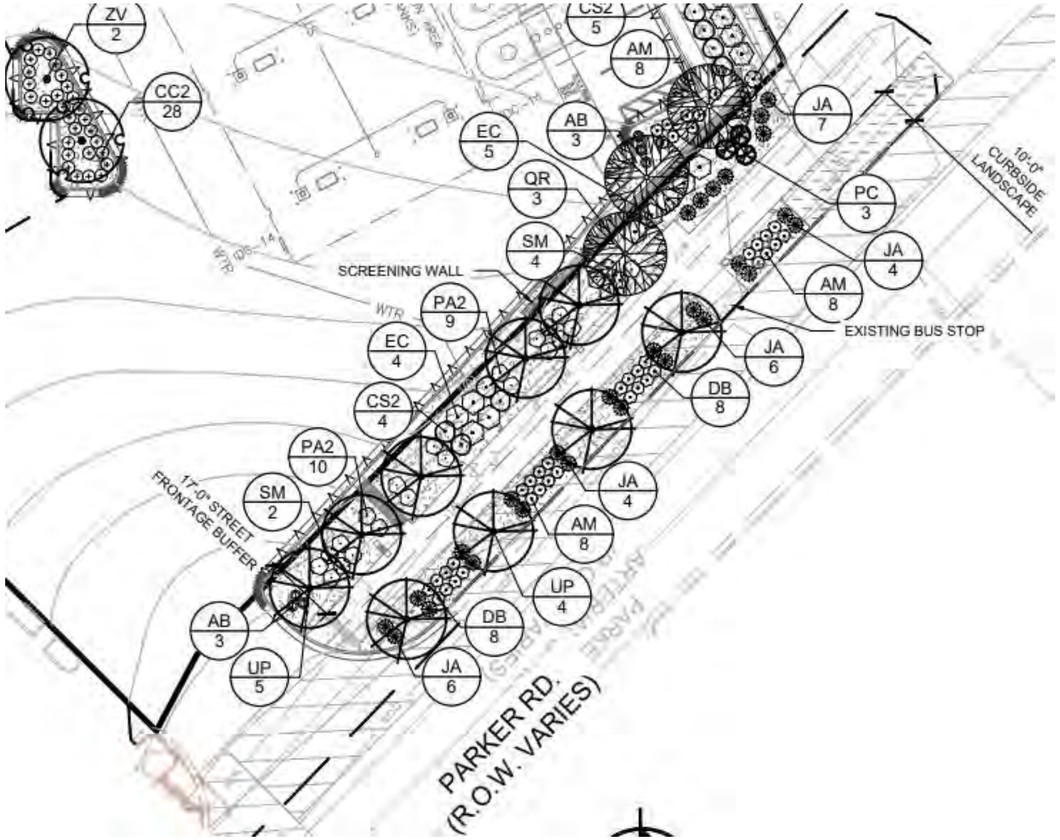
Issues Resolved

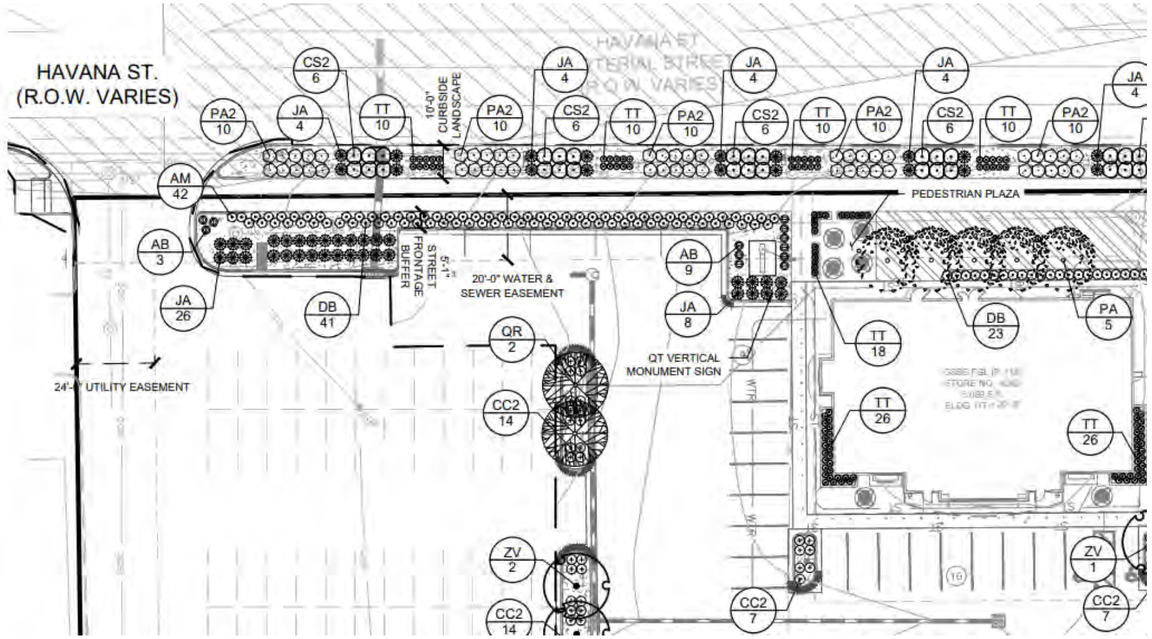
- Building Frontage and Site Layout
- Pedestrian Accessibility
- Vehicle Circulation
- Public Safety
- Havana St. Placemaking

Building Frontage and Site Layout

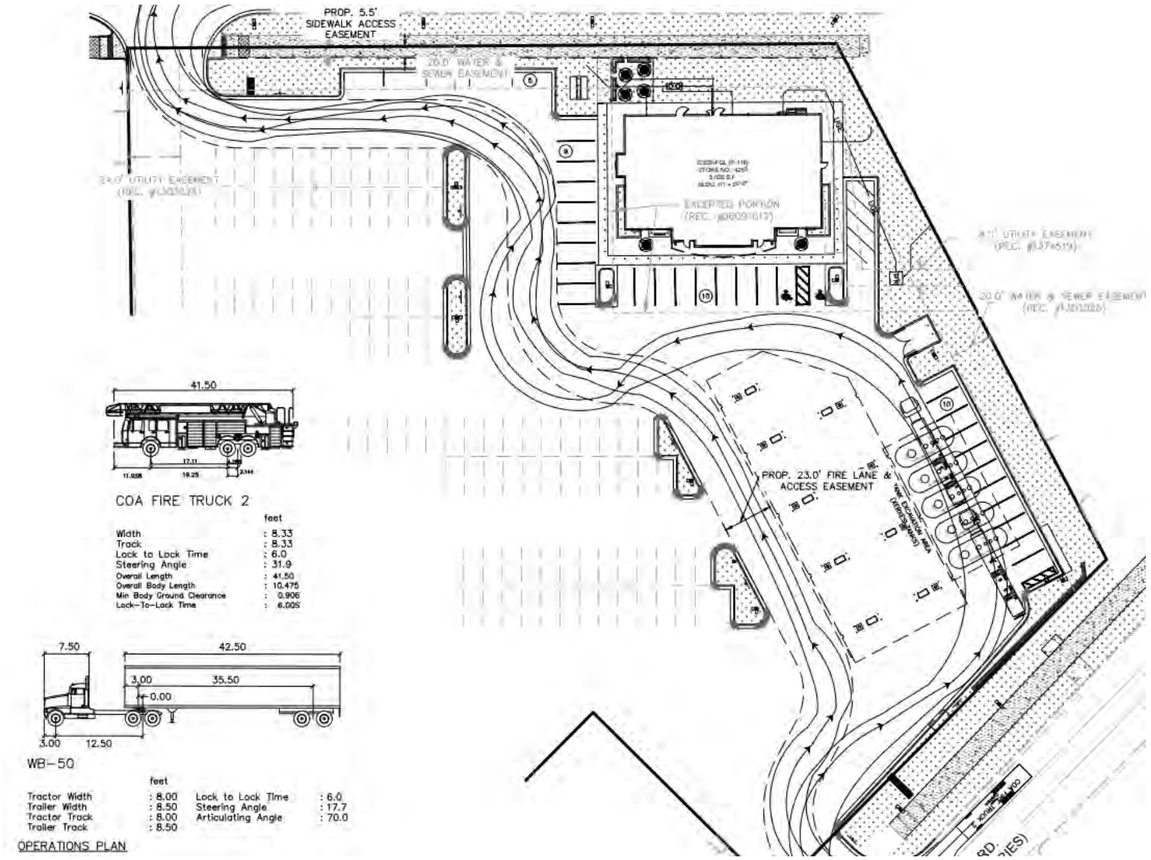


Pedestrian Accessibility

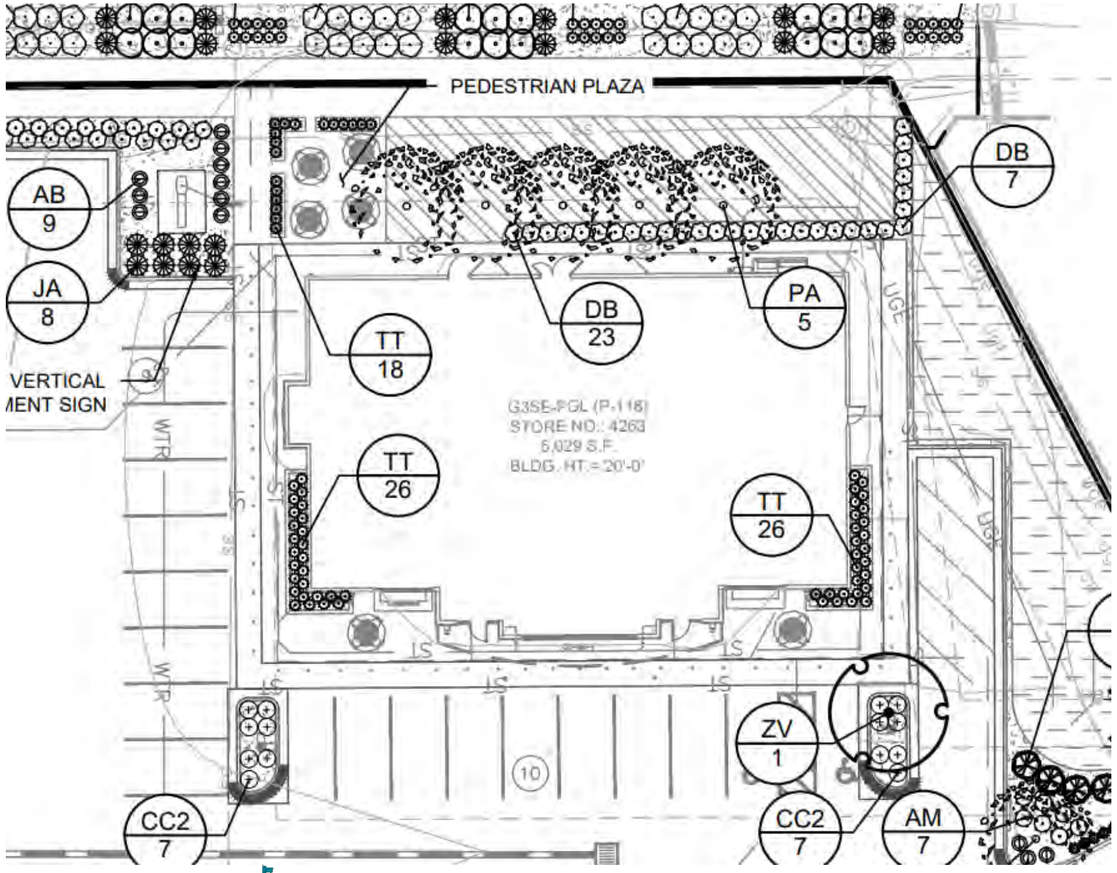




Vehicle Circulation

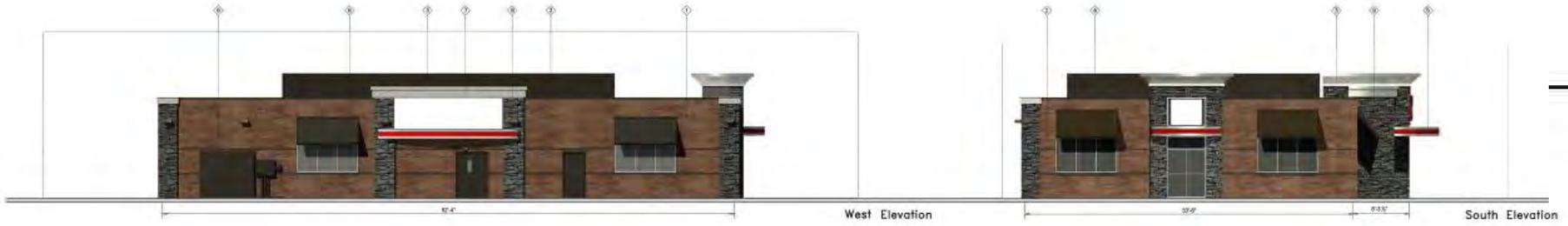


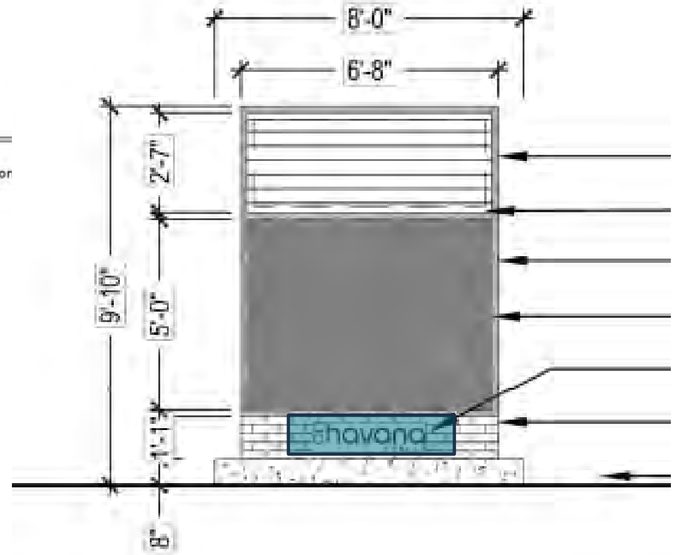
Public Safety



Havana St. Placemaking







Conditional Use Approval Criteria

In compliance with the City of Aurora Zoning Code, Sec. 5.4.3.A.3, Conditional Use:

- The conditional use complies with the applicable standards of the UDO;
- The application is consistent with the Comprehensive Plan “Commercial Hub” Placetype;
- The application is compatible with adjacent and nearby development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

Site Plan Approval Criteria

In compliance with the City of Aurora Zoning Code, Sec. 146-5.4.3.2.B.c, Site Plan:

- The site plan complies with the applicable standards of the UDO and the Aurora Places Comprehensive Plan;
- The application is compatible with adjacent and nearby development;
- The application provides for high quality four-sided building architecture;
- The proposal mitigates negative external effects on nearby uses and;
- Establishes adequate vehicle and pedestrian circulation and connectivity



Staff Findings

Agenda Item 8a

City of Aurora UDO, Section 146-5.4.3.A.3, Conditional Use

- Recommend Approval

Agenda Item 8b

City of Aurora UDO, Section 146-5.4.3.B.2.c, Site Plan

- Recommend Approval with conditions
- Condition #1: Resolution of all outstanding technical issues prior to recordation of the Site Plan and issuance of any building permits.

Planning and Zoning Commission
February 12, 2025

Commissioners Present	**Garrett Walls** **Becky Hogan** **Robert Gaiser** **Sonda Banka** **Gayle Jetchick** **Melvin Bush**
Commissioners Absent	**Robert Roth**

Commissioner Roth left the meeting at 6:14 pm.

1. **Study Session – 5:00 p.m. – No Study Session Scheduled**

2. **Regular Meeting – Call to Order 6:10 p.m.**

3. **Roll Call**

4. **Pledge of Allegiance**
   Not Conducted Due to Virtual Meeting

5. **Approval of the Planning Commission Minutes**
   5.a. January 22, 2025, Draft Minutes
   A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER JETCHICK TO APPROVE THE MINUTES AS SUBMITTED.

   MINUTES APPROVED UNANIMOUSLY.

6. **Adoption of Agenda**
   A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER HOGAN.

   MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 8ab WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

   MOTION PASSED UNANIMOUSLY.

7. **Consent Agenda**
   Not Conducted Due to Lack of Items.

8. General Business

8ab. QUICKTRIP 4263 – CONDITIONAL USE FOR CONVENIENCE STORE AND MOTOR VEHICLE FUELING IN MU-C ZONE DISTRICT AND SITE PLAN

The applicant's agent, Kimley-Horn, and Associates, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Road and S. Havana Street. The subject property is located entirely within a Mixed-Use Corridor (MU-C) zone district. It is bordered by adjacent MU-C zoning to the north and south, with a small pocket of Mixed-Use Office/Industrial (MU-OI) zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed QuikTrip is situated on a parcel that contains a multi-tenant commercial center, which will remain, while the now-closed Sam's Diner restaurant on the northwest corner will be demolished and replaced with the proposed QuikTrip use. Specifically, the QuikTrip will include an approximately 5,312-square-foot single-story convenience store and a nine-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834-acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and will feature accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Rd. and S Havana St. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The fueling station would operate 24 hours a day, seven days a week. The facility would employ approximately 22 people, with four employees working per shift and three shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush hour, specifically 6am-9am and 4pm-6pm.

Seven (7) abutting property owners and fifteen (15) registered neighborhood organizations were notified of the application. No comments were received during the review process. Therefore, no neighborhood meeting was held.

Testimony Given at the Hearing:

Commissioners Walls, Jetchick, Hogan, Banka, and Bush visited the site.

James Schireman, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Chair Walls commented on the Blue Sheet Amendment provided to the commission by staff. Chair Walls asked staff about the status of the third round review of comments, specifically, if the site plan submitted in the staff report reflects the applicants' response to those review comments.

J. Schireman clarified that the most recent site plan was submitted. Outstanding comments from the third round of review are to be addressed at the technical review stage by the applicant.

Jessica Glavas, QuikTrip Corporation, representing the applicant, gave a presentation of the item. J. Glavas provided information on the history of QuikTrip and its expansion throughout the country. J. Glavas also noted that the QuikTrip model is to donate 5% of net profits to organizations in the community.

Shelby Madrid, Kimley-Horn & Associates, agent representing the applicant, gave a presentation of the item. S Madrid reviewed the conditional use request for a fueling station in the Mixed-Use Corridor (MU-C) zone district. Information on the compatibility of the project with the surrounding uses and businesses was reviewed. Access points to the site were detailed as were building elevations and design plans proposed. S. Madrid noted that the existing building was planned to be demolished, causing no displacement of tenants.

Commissioner Hogan voiced concern that the introduction of a QuikTrip may negatively impact the business of other smaller fueling stations in the area.

J. Glavas replied that QuikTrip feels they may galvanize surrounding businesses through the increased competition. J. Glavas stated that should neighboring fuel stations be unable to adjust to the increased competition this may bring an opportunity for new businesses in those locations.

Commissioner Hogan commented that the majority of the neighboring fueling stations are new locations.

Commissioner Hogan stated that the signature block on the site plan submitted to the commission should read Arapahoe County not Adams. J. Glavas stated this would be corrected.

Commissioner Jetchick asked if the Havana Business Improvement District, HBID, would be worked with on their events to encourage business in the area. J. Glavas responded that they were happy to work with the district.

Chair Walls expressed concerns about the topography of the site and the placement of fuel storage on top of a hill. S. Madrid replied with details on mitigation measures available to prevent fuel spills and contamination into downstream water sources.

Chair Walls stated that 11 fuel stations are within one mile of the site. Chair Walls also stated there is a lack of electronic vehicle (EV) infrastructure in the area, and, there appears to be no EV proposed in the applicants' plan. J. Glavas replied that they feel their project would provide the best fueling station offering in the area.

There were no further questions from the commission for staff or the applicant.

Stephanie Hancock, City of Aurora Councilmember, speaking as a citizen, provided public comment on the item. S. Hancock stated she did not receive notice regarding this application and expressed concerns about this. S. Hancock spoke in opposition to the project and stressed there is an oversaturation of fueling stations in the area. S. Hancock also expressed concerns that the proposed QuikTrip may negatively impact the existing fuel stations due to business competition and may also exacerbate traffic issues at the site.

Commissioner Banka asked staff, and the applicant if any of the neighboring gas stations are driven out of business by the QuikTrip what will happen to the land on which it was located. Questions were posed on whether future fueling stations could be at those locations and when that would be safely allowed.

Chair Walls noted that staff and the applicant may respond to questions at the end of the public comment period.

Chance Horiuchi, Executive Director of Havana Business Improvement District (HBID), a citizen, provided public comment on the item. C. Horiuchi stated that constituents of HDIB have voiced opposition to the proposal. Concerns regarding oversaturation of gas stations in the area were expressed and a lack of EV charging options in the area. C. Horiuchi stated that restaurant businesses have expressed interest in the former Sams 3 site, which would be impacted due to the proposal to demolish the building for the fueling station. C. Horiuchi invited the applicant to work with HBID to address concerns.

Sherri Reiss, a citizen, provided public comment on the item. S. Reiss opposed the project, noting that there are already many existing fuel stations in the area and that the site may be of better use to the community by offering residents family-friendly businesses.

Arnie Schultz, Village East Neighborhood Association, a citizen, provided public comment on the item reiterating concerns about the number of gas stations already in the area and how a QuikTrip may hurt those businesses due to the competition.

Jessica Glavas, QuikTrip Corporation, responded to public comments and commissioner questions. J. Glavas expressed support for working with surrounding businesses and residents regarding the proposal. J. Glavas also spoke on concerns that increased competition may harm the surrounding businesses stressing that if a fueling station were to go out of business the property could be reused as these are highly desirable locations. Information was provided on policy for environmental remediation that would take place at any shuttered fueling station sites. Information was provided on additional offerings with QuikTrip, like full-service kitchens, that set them apart from traditional fueling stations, and noted that QuikTrip is open to discussions of offering EV charging if the community desires it.

Planning Commission Results

AGENDA ITEM 8a – CONDITIONAL USE FOR A FUELING STATION IN MU-C

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER GAISER.

MOVE TO APPROVE THE CONDITIONAL USE FOR A CONVENIENCE STORE AND FUELING STATION IN THE MIXED-USE CORRIDOR (MU-C) ZONE DISTRICT BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN SECTION 146-5.4.3.A.3. OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. COMPLIES WITH THE STANDARDS OF THE UDO;
2. IS CONSISTENT WITH THE GOALS OF THE COMMERCIAL HUB COMPREHENSIVE PLAN PLACETYPE;
3. IS COMPATIBLE WITH THE SURROUNDING DEVELOPMENT;
4. MITIGATES NEGATIVE EXTERNAL EFFECTS ON NEARBY USES; AND
5. WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA.

Further Discussion:
Commissioner Jetchick stated concerns that an activity center is intended for the area and noted that the proposal is likely a lease and would not support the motion.

Commissioner Bush stated that insurance coverage is required to address environmental contamination concerns should neighboring fueling stations be closed.

Chair Walls commented that the concerns expressed have largely been regarding the time frame in which a shuttered fueling site may remain vacant while the remediation occurs.

Commissioner Gaiser also stated that state financing can be available to help with environmental remediation.

Commissioner Hogan voiced opposition to the proposal, despite support for the business model, due to its use at the proposed location. Commissioner Hogan also encouraged the applicant to work further with the Havana Business Improvement District, HBID.

Chair Walls recused themselves from the decision due to their current involvement with HBID. Chair Walls voiced opposition to the item because of concerns for compatibility with existing uses and potential adverse impacts with the introduction of another fueling station in the area.

Commissioner Jetchick noted a historical involvement with HBID, but having retired five years prior, had no perceived conflicts in deciding on the item.

MOTION FAILED WITH COMMISSIONER'S WALLS, HOGAN, BANKA, GAISER, AND JETCHICK DENYING, AND BUSH APPROVING.

AGENDA ITEM 8b – SITE PLAN

DUE TO THE DENIAL OF THE CONDITIONAL USE, THE SITE PLAN WAS ALSO CONSIDERED DENIED BY EXTENSION AND THEREFOR A MOOT POINT. NO FURTHER DISCUSSION WAS HELD.

9. Public Invited to be Heard
There was no public comment.

10. Commissioner Comments/Miscellaneous Items of Business
Chair Walls spoke about the attendance record of Commissioner Roth, who has been absent for 43% of meetings and proposed that the commission make a recommendation to the City Council for the removal of Commissioner Roth. Chair Walls encouraged comments from fellow commissioners regarding the issue of attendance and this proposal.

Commissioner Gaiser spoke about the necessity of attending meetings reflecting on the experience as a council member for the City and County of Broomfield as well as a member of many commissions.

Commissioner Hogan echoed Commissioner Gaiser's concerns and stated that an active participant in the commission is necessary. Commissioner Hogan noted that the attendance record of Commissioner Roth has been unusual.

A MOTION WAS MADE BY CHAIR WALLS AND SECONDED BY COMMISSIONER HOGAN TO RECOMMEND TO THE CITY COUNCIL THE REMOVAL OF COMMISSIONER ROTH FROM THE PLANNING AND ZONING COMMISSION.

MOTION PASSED UNANIMOUSLY

Commissioner Banka requested a copy of the PowerPoint presentation from the February Policy and Economic Development (PED) Committee meeting.

Jeannine Rustad, Planning Director, provided information on the online publishing of materials for the PED but also stated that staff would share the requested materials with the commissioner.

11. Reports

10a. Report by Planning Division Manager

Brandon Cammarata, Panning Division Manager, reviewed the Administrative Decisions made over the past two weeks. Projects include Chico 4-65 26-25 North and Blue Eagle Logistics Park.

Chair Walls asked for clarification on the policies regarding noticing metro districts for development applications. B. Cammarata responded that it is not within the scope of the code to provide notice to metro districts.

Commissioner Hogan asked for additional information regarding why or how a district would be noticed. B. Cammarata indicated that within the current apparatus, it would be recommended for a district, such as HBID, to register as an HOA with the city to be included in such notice.

A general discussion ensued.

J. Rustad asked for additional time to discuss this issue with legal and Housing and Community Development before providing the requested additional information to the commission.

Commissioner Hogan encouraged that feedback from staff within the next month would be appreciated.

10b. Report by City Attorney

Lena McClelland, Assistant City Attorney, was available for questions.

Commissioner Hogan asked for information regarding the 2025 state legislative session.

L. McClelland stated that the 2025 session has started, and land use bills are being considered. L. McClelland briefly reviewed land use bills approved in 2024. L. McClelland then reviewed bills proposed for 2025, noting that the largest bill being considered is regarding land uses near religious or educational institutions. The bill includes an allowance for residential uses on adjacent property that is owned by such institutions. The city has voiced opposition to the bill.

Commissioner Banka spoke about the proposed bill and what impact this would have on the city. Commissioner Banka also spoke on potential bills concerning construction defects.

L. McClelland stated she would keep the commission well informed of any such bills.

Chair Walls spoke in support of the Planning and Zoning Commissioners' hard work they have done for the city.

12. Adjournment

Chairman Walls adjourned the meeting at 7:27 p.m. until February 26, 2025.

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February 21, 2025

Via Electronic Mail: jbatchel@auroragov.org
City Manager, Jason Batchelor

15151 E. Alameda Parkway

Aurora, CO 80012

Re: Appeal of Planning and Zoning Commission Decision – Denial of Conditional Use and Site Plan - DA-1483-03 ("Appeal")

Dear Mr. Batchelor:

Foster Graham Milstein & Calisher, LLP ("FGMC") represents QuikTrip Corporation (the "Applicant") regarding its application DA-1483-03 for a Conditional Use and Site Plan for a motor vehicle fueling station (the "Application") for real property located at the intersection of South Havana Street and South Parker Road (the "Property"). The City of Aurora (the "City") Planning and Zoning Commission (the "Commission") held a public hearing on February 12, 2025, and denied the Application. This letter constitutes the Applicant's appeal of the Commission's denial of the Application and is timely filed pursuant to Section 146-5.3.13 of the Aurora Unified Development Ordinance (the "Code").

The Applicant appeals the Commission's denial because the Application meets all applicable review criteria and therefore, the Commission erred in denying the Application. The following narrative discusses Code Sections 146-5.4.3.A.3 and 146-5.4.3.B.2.C and how the Application complies with these approval criteria. The Applicant respectfully requests that City Council reconsider the Application and approve the Application.

I. Code Section 146-5.3.13 – Notice of Appeal Requirements

Section 146-5.3.13 of the Code states that, "Appeals may be submitted by an affected applicant or by the owner of a property that is adjacent to the property that was the subject of the application. The notice of appeal must be filed with the City Manager within 10 calendar days

after the decision, and shall specifically state the Section or the City regulation that has not been applied correctly."

This Appeal complies with Code Section 146-5.3.13. QuikTrip is the affected Applicant for which its Application for a conditional use site plan was denied by the Commission. The denial of the Application occurred on February 12, 2025, and this appeal is timely filed within ten (10) calendar days, prior to the deadline of February 24, 2025. Sections 146-5.4.3.A.3. and 146-5.4.3.B.2.C were incorrectly applied, and in many instances, not applied at all, as more specifically described in paragraphs II and III herein.

II. 146-5.4.3.A.3 – Conditional Use Approval Criteria

Section 146.5.4.3.A.3 sets forth the criteria that must be met in order for a conditional use to be approved. The Application meets each of the criteria as follows:

a. The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

The Application complies with the applicable standards of the Code because as shown in the site plan, the design of the Application meets all of the requirements in Section 146-5.4.5.B.2.C. Furthermore, the Application is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. Lastly, there is no approved master plan that includes the Property, and there are no outstanding standards applied to the Property by a prior decision, ensuring that the Application complies with all applicable standards required by the criterion.

b. The application is consistent with the Comprehensive Plan;

The Property is located within a Commercial Hub place type per the Comprehensive Plan. The Application is consistent with the goals of the Commercial Hub place type in the Comprehensive Plan. Commercial Hub place types are characterized by "shopping centers and areas that provide a cluster of compatible businesses. It may be located along the city's corridors, often at the intersection of two arterial streets."[1] Primary uses in the Commercial Hub are retail, commercial service, and restaurants, as well as shared outdoor areas and social gathering spaces.[2]

The Property is located between two arterial streets and proposes a commercial services and retail use consistent with the Comprehensive Plan. Fueling stations are commercial service

[1] Aurora Places Comprehensive Plan, Page 46.
[2] Aurora Places Comprehensive Plan, Page 46.

uses, and QuikTrip's business model includes a robust retail element in which fresh food can be purchased on site with gathering areas to rest and eat. Therefore, the Application fits squarely within the Commercial Hub place type, and is consistent with the Comprehensive Plan.

The Connecting Places chapter of the Comprehensive Plan states that "Places are physically connected by the streets, sidewalks, open space, waterways, rail, trails and utilities that serve them. Residents and visitors rely on a safe and convenient way to move throughout the community—from home, work and school to shopping, services and entertainment."[3] The Application is consistent with the Comprehensive Plan because the Applicant will install and improve multi-modal transportation options including new sidewalks along Havanna Street and Parker Road, as well as improving the bus stop on Parker Road. Thus, the Application meets the Comprehensive Plan goal of connecting places.

The Commission did not cite any reasons related to the Comprehensive Plan when denying the Application, but listed personal preferences and opinions that the Property should be used for a restaurant and that a fueling station does not fit the character of the area despite fueling stations being a retail and commercial service use explicitly allowed in Commercial Hub place type. Therefore, this criterion was not applied correctly by the Commission.

c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

The proposed convenience store and fuel station in the Application will not negatively impact the density in this area and will actively serve the community while remaining compatible with the existing commercial stores that surround the Property. A traffic study was completed and accompanies the submittal package, confirming the Property does not create a negative impact and will be successfully incorporated into the roadway network. Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping. QuikTrip is committed to providing a high level of architecture design for the proposed convenience store and fuel canopy and both structures will be compliant with the Code. The proposed landscaping in the Application is consistent with the Code and provides new detached sidewalks with tree lawns and a plaza area west of the building. Therefore, the size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with the existing and planned uses in the surrounding area.

d. The proposed use will not change the predominant character of the surrounding area;

The zoning for the Property and surrounding properties is Mixed Use Corridor. The Application proposes a convenience store and fueling station which will contribute to the commercial character of the area because in addition to fuel, QuikTrip offers fresh food, sidewalks, paths, and outdoor seating areas around the building. The surrounding properties are also

[3] Aurora Places Comprehensive Plan, Page 49.

commercial and retail in nature, selling a variety of products for consumption. Therefore, the Application proposes a use that is complementary to the predominate character of the surrounding area.

Members of the Commission and public stated that they would like the Property to become another restaurant as they were disappointed in the closure of the former Sam's No. 3 on the Property. This preference is not a criterion for a conditional use, and convenience stores and fueling stations are consistent with the character of the surrounding area per the Comprehensive Plan.[4] Commissioners also denied the Application in part because of the existence of other gas stations in the area. Denying the Application because of the opinion that the fueling station use does not fit the character of the area while simultaneously stating that the area has other fueling stations is contradictory and has no relation to the Code criteria. Therefore, the Commission erred in championing their preference for the future of the Property over the application criteria in the Code.

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

This criterion is met because the Applicant is making improvements to the existing infrastructure and public amenities. The development proposed by the Application will create an accessible path along both Parker Road and Havana Street, including new detached sidewalks and accessible ramps that connect pedestrians to surrounding commercial stores and the existing bus stop. The Application also includes improvements to that bus stop, making it larger and bringing it into conformance with current RTD standards. Furthermore, please see the Traffic Study that states no adverse traffic impacts will affect the surrounding properties.

f. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

The owner of the Property has agreements in place with the surrounding tenants agreeing to mitigate any tenant dislocation or decrease in business due to activity on the Property. Access to the surrounding properties will not be closed during construction of the development proposed by the Application. Therefore, the Application does not create any dislocation of tenants or occupants of the Property and will contribute improvements to the Property and surrounding areas as described in detail in (e) above.

[4] Aurora Places Comprehensive Plan, Page 46.

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

As stated in the Staff Report, the Application mitigates the potential adverse impacts to the surrounding area. The development proposed by the Application will be partially screened with landscaping and amenities to soften the view of the adjacent ROW through the installation of tree lawns and decorative landscaping. The convenience store will have food and store deliveries as needed on a Monday through Friday daytime delivery schedule. Fuel delivery will occur based on sales as replenishment is needed, but these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit potential vehicle congestion around the Property. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated. Parking is not proposed to abut Parker Road, which will mitigate negative glare and visual impact along the primary corridor. Consistent with the City standards, a stormwater quality treatment system exists off-site to treat runoff, improve water quality, and mitigate water pollution. All of the underground fuel storage tanks are equipped with state-of-the-art real-time leak detection systems.

The Application also mitigates impacts on the surrounding area because the Property owner and Applicant work and maintain contact with the surrounding property owners. The Property will operate under a land lease, so the Applicant is in consistent contact with the surrounding tenants and integrated their feedback and concerns into the Applications production and construction. This allows the development to lessen the impact it has on the surrounding commercial stores to a practical degree, and once complete, contributes to the entire area's success by bringing in additional customers through the store's elevated interior, pedestrian outdoor seating, and lot improvements. For the foregoing reasons, this criterion is met.

The Commissioners said that due to negative effects on external businesses, the Application should be denied. However, they did not include any specific examples of such negative effects and failed to consider the broad mitigation strategies offered by the Applicant. Therefore, this criterion was misapplied by the Commission.

III. 146-5.4.3.B.2.C – Site Plan General Requirements

The Major Site Plan shall be approved only if:

(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.

The Application complies with the applicable standards of the Code because as shown in the site plan, the design of the Application meets all of the requirements in Section 146-5.4.5.B.2.C. Furthermore, the Application is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. Lastly, there is no approved master plan that includes the Property, and there are no outstanding standards applied to the Property by a prior decision, ensuring that the Application complies with all applicable standards required by the criterion.

(b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

The Applicant has worked with City staff during the review process of this Application and through appropriate drainage and traffic studies, confirmed that the City's existing infrastructure and public improvements are adequate to serve the proposed development. Nonetheless, the development proposed by the Application will add an accessible path along both Parker Road and Havana Street, including accessible ramps that connect pedestrians to surrounding commercial stores and the existing bus stop in which the Applicant will improve if the Application is approved. The Applicant will also install an on-site stormwater drainage treatment system to treat runoff, improve water quality, and mitigate water pollution. Therefore, this criterion is satisfied.

(c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.

The Property is not located in a natural area, ridgeline, swale, nor wetland, but rather, it is located in a historically urban and commercial environment. To ensure the Property fits into this environment, the Application includes high-quality four-sided architecture to seamlessly integrate the convenience store building into the character of the commercial area. The Application also includes a state-of-the-art fuel storage and tank system to ensure that water quality is protected and gas leakage, though highly unlikely, can be identified and stopped very quickly. Therefore, this criterion is met.

(d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.

As shown on the site plan, the Application establishes adequate vehicular and pedestrian circulation and connectivity. Furthermore, the Application will improve and expand the multi-modal connection with adjacent properties because as stated herein, new sidewalks will be added along Parker Road and Havana Street, and the bus station located on Parker Road will be improved. Lastly, the adjacent properties will not be affected by the construction of the Application because there are already agreements in place to keep the shopping area surrounding the Property open with full access to those businesses. Therefore, the application satisfies this criterion because it improves and expands pedestrian and public transportation means to adjacent sites, neighborhoods, and urban centers.

(e) The application is compatible with surrounding uses in terms of size, scale and building façade materials.

The Application proposes a convenience store and canopy that integrates four-sided architecture to ensure that the physical and aesthetic appearance, as well as the customer experience, is of a high quality. The size and scale of the Application is appropriate for the Property, and complies with all dimensional requirements of the Code. Therefore, the Application is compatible with the surrounding uses in terms of size, scale, and building façade materials.

(f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

As stated in the Staff Report, the Application mitigates the potential adverse impacts to the surrounding area. The development proposed by the Application will be partially screened with landscaping and amenities to soften the view of the adjacent ROW through the installation of tree lawns and decorative landscaping. The convenience store will have food and store deliveries as needed on a Monday through Friday daytime delivery schedule as not cause excess noise and light in the nighttime. Fuel delivery will occur as needed based on sales, but these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit potential vehicle congestion around the Property. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated. Parking is not proposed to abut Parker Road, which will mitigate negative glare and visual impact along the primary corridor. Consistent with the City standards, the existing downstream stormwater quality treatment system exists off site to treat runoff. All of the underground fuel storage tanks are equipped with state-of-the-art real-time leak detection systems. Therefore, the Application implements multiple

techniques and amenities to not only mitigate adverse impacts to the surrounding area, but improve the area.

IV. Conclusion

For the foregoing reasons, the Applicant respectfully requests that the City Council approve the Conditional Use Site Plan because the Application meets all of the criteria in Code Sections 146-5.4.3.A.3. and 146-5.4.3.B.2.C.

We look forward to the opportunity to present to you at a public hearing. We respectfully request that all materials and items of record submitted to the Commission in advance of the Hearing, and at the Hearing, be included in the public record for the City Council hearing such that the City Council has the ability to apply the applicable review criteria and reverse the Commission's denial pursuant to Code Section 146-5.3.13. Furthermore, the Applicant hereby reserves the right to submit more materials and evidence supporting the Application's compliance with the applicable approval criteria into the record at or before the City Council hearing.

Thank you for your attention to this matter.

Sincerely,



David Wm. Foster



Erik N. Carlson

FOSTER GRAHAM MILSTEIN & CALISHER, LLP

cc via e-mail:

Director of Planning, Jeannine Rustad (jrustad@auroragov.org)
Planning Department Attorney, Lena Mclelland (lmcclell@auroragov.org)
James Schireman (JSchirem@auroragov.org)
Shelby Madrid (shelby.madrid@kimley-horn.com)
Ryan Harding (rharding@quiktrip.com)
Jessica Glavas (jglavas@quiktrip.com)

City Council

DA-1483-03: Quiktrip 4263 Appeal

Planning and Business Development Department

May 5th 2025

Appeal Of Planning Commission Denial

Agenda Item: Appeal by agent of applicant regarding Planning Commission's denial of a Site Plan & Conditional Use for a motor vehicle fueling station and 5,312 square foot convenience store located on 4.834 acres
Location: S Havana Street to the West, S Parker Road to the Northeast
Zoning, Subarea, & Placetype: MU-C, Mixed Use Corridor; Subarea A; Urban District Placetype
Applicant: Kimley Horn and Associates, on behalf of the QuikTrip Corporation
Appellant: Foster Graham Milstein & Calisher, LLP, on behalf of the QuikTrip Corporation

Vicinity Map



Site Photos

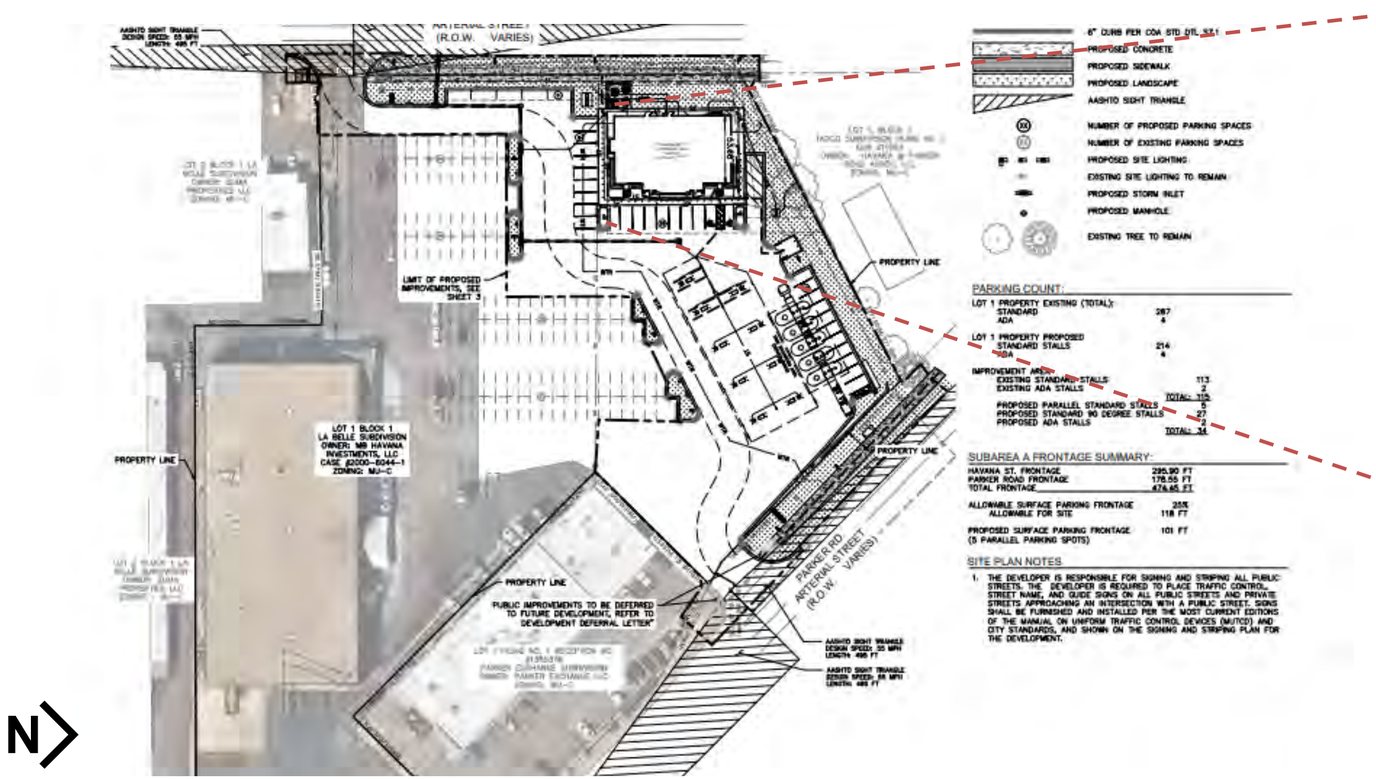


On Parker Road, Facing West



On Havana Street, Facing East

Proposed Site Plan



6" CURB PER COA STD DTL 609.1
PROPOSED CONCRETE
PROPOSED SIDEWALK
PROPOSED LANDSCAPE
AASHTO SIGHT TRIANGLE
NUMBER OF PROPOSED PARKING SPACES
NUMBER OF EXISTING PARKING SPACES
PROPOSED SITE LIGHTING
EXISTING SITE LIGHTING TO REMAIN
PROPOSED STORM INLET
PROPOSED MANHOLE
EXISTING TREE TO REMAIN

PARKING COUNT:

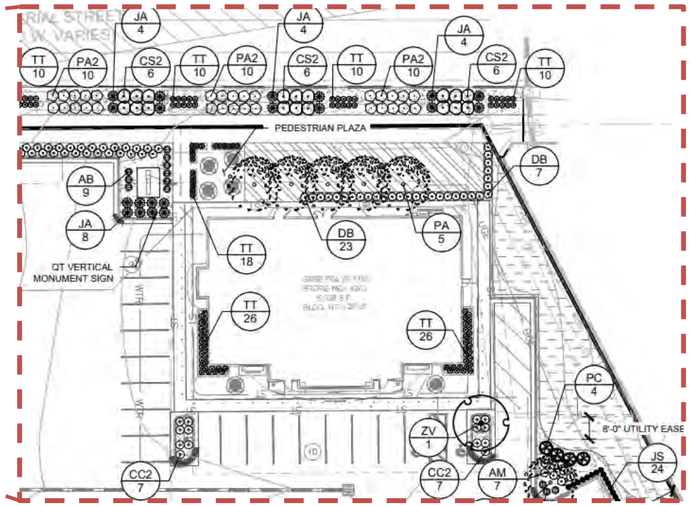
LOT 1 PROPERTY EXISTING (TOTAL):		
STANDARD	287	
ADA	4	
LOT 1 PROPERTY PROPOSED		
STANDARD STALLS	214	
ADA	4	
IMPROVEMENT AREA:		
EXISTING STANDARD STALLS	113	
EXISTING ADA STALLS	2	
	TOTAL: 115	
PROPOSED PARALLEL STANDARD STALLS	5	
PROPOSED STANDARD 90 DEGREE STALLS	27	
PROPOSED ADA STALLS	2	
	TOTAL: 34	

SUBAREA A FRONTAGE SUMMARY:

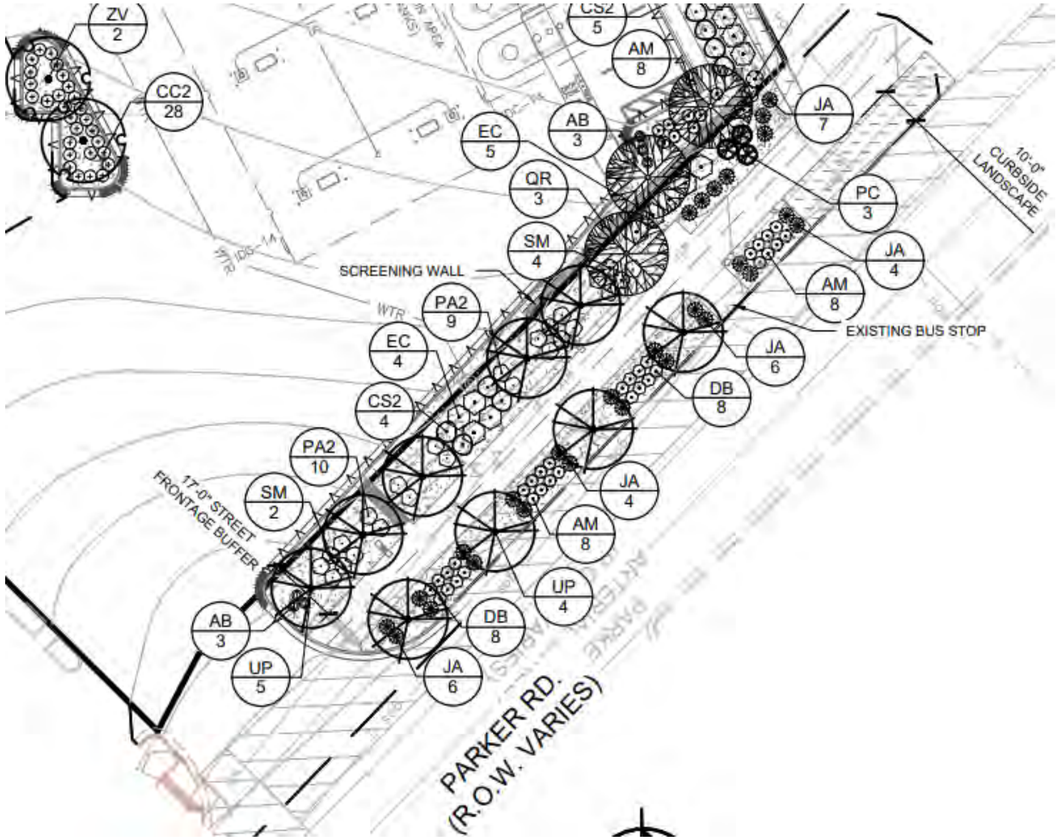
HAVANA ST. FRONTAGE	295.90 FT
PARKER ROAD FRONTAGE	178.55 FT
TOTAL FRONTAGE	474.45 FT
ALLOWABLE SURFACE PARKING FRONTAGE	25%
ALLOWABLE FOR SITE	118 FT
PROPOSED SURFACE PARKING FRONTAGE (5 PARALLEL PARKING SPOTS)	101 FT

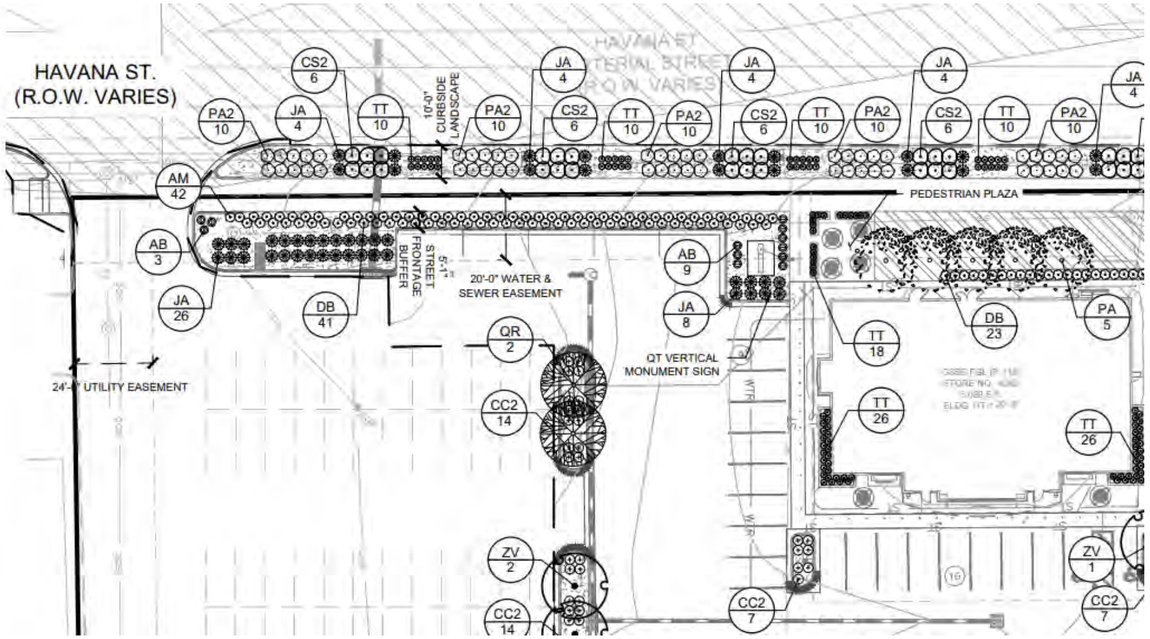
SITE PLAN NOTES

1. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

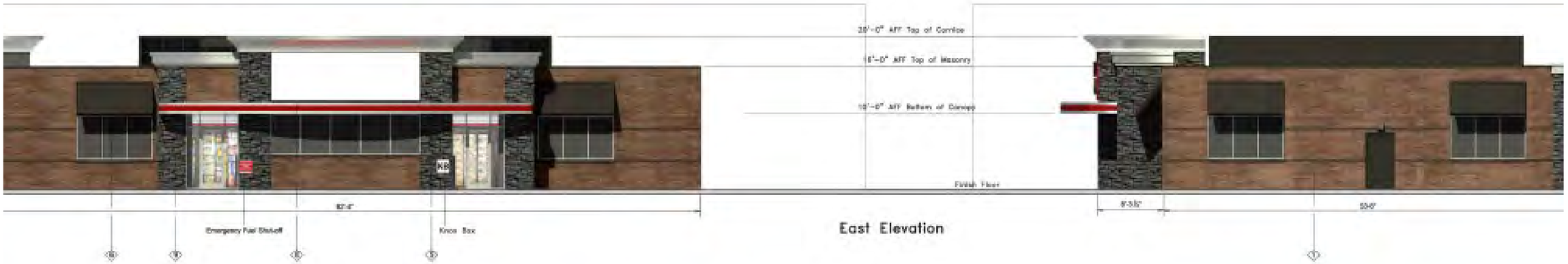


Proposed Landscape Plan

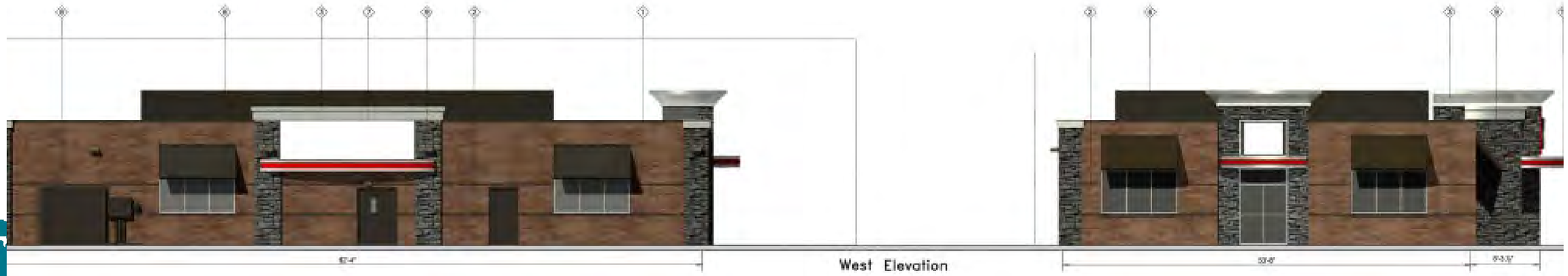




Proposed Elevation



East Elevation



West Elevation

PC Summary

- Planning Commission hearing occurred on February 12th, 2025.
- Staff presented the application for both the conditional use and site plan with a recommendation of approval with one condition.
- Applicant presented the proposal after the city staff presentation.
- Afterwards several members of the public raised concern regarding the number of gas stations already in the area.
- The Planning Commission affirmed this concern and denied the conditional use aspect of the application.
- By denying the conditional use, the Planning Commission deemed the site plan denied by extension.

Conditional Use Approval Criteria

§146-5.4.3.A.3

3. Criteria for Approval. A conditional use shall be approved only if the Planning and Zoning Commission determines that:

a. The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

b. The application is consistent with the Comprehensive Plan;

c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

d. The proposed use will not change the predominant character of the surrounding area;

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

f. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

Site Plan Approval Criteria

§146-5.4.3.B.2.c

i. General. The Major Site Plan shall be approved only if:

(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.

(b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

(c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.

(d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.

(e) The application is compatible with surrounding uses in terms of size, scale and building façade materials.

(f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

City Council Action

§146-5.3.13.A.2

The City Council shall review the appeal based on the standards and criteria in this UDO and the record of decision and shall act to **uphold, modify, or overturn** the Planning Commission's decision as necessary to bring the decision into compliance with the standards and criteria of this UDO.

CITY OF AURORA
Council Agenda Commentary

Item Title: Urban Cottages Jewell - Zoning Map Amendment
Item Initiator: Rachid Rabbaa, Planner III, Planning and Business Development
Staff Source/Legal Source: Rachid Rabbaa, Planner III / Lena McClelland, Assistant City Attorney
Outside Speaker: Todd Johnson, Applicant, Urban Cottages LLC / Alan Cunningham, Agent, PCS Group INC
Council Goal: 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/10/2025

2nd Regular Meeting (if applicable): 3/24/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2025-06 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 3.91 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED SOUTH OF THE INTERSECTION OF EAST JEWELL AVENUE AND SOUTH JOLIET STREET (URBAN COTTAGES ON JEWELL REZONE)
Rachid Rabbaa, Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 1/8/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission held a public hearing to review the Zoning Map Amendment and Site Plan request at a regular meeting held on January 8, 2025. Following staff's presentation, public comments were given at the hearing. The commission voted to make recommendation of approval for the Zoning Map Amendment. The commission voted to table the Site Plan request. A copy of the Planning Commission Meeting Minutes are attached for reference.

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

The applicant, Urban Cottages, LCC, is requesting approval of a Zoning Map Amendment (Rezone) for 3.91 acres from the Rural Residential (R-R) to Medium-Density Residential (R-2) District. The subject property is located south of E. Jewell Avenue, a collector street, approximately 900' east of S. Havana Street. The site is bounded by single-family attached and detached residential development to the north, a park to the east, a large lot rural residential development to the west, and single-family detached residential development and vacant land to the south. The subject property lies within the Established Neighborhood placetype in the Aurora Places Comprehensive Plan and is located in direct proximity to Havana Heights, a low-density single-family neighborhood.

The purpose of the R-2 Medium Density District is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. This district is intended for use close to collector streets and public transit facilities. The surrounding area includes a variety of land uses with commercial on Havana and Ponderosa Elementary school to the east. Residential uses include single family detached, townhome and multifamily all nearby. Based on the approval criteria regarding the consistency with the Comprehensive Plan, purpose statement of the zoning district, scale of the proposal and compatibility with the surrounding area, the proposed Zoning Map Amendment complies with the approval criteria in the City Code.

Neighborhood comments were received during the first review cycle regarding infrastructure, parking, and traffic concerns. Based on the comments and concerns, a neighborhood meeting was held on Tuesday, May 31, 2022. The applicant addressed the concerns raised at the meeting.

FISCAL IMPACT

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

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

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

N/A

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

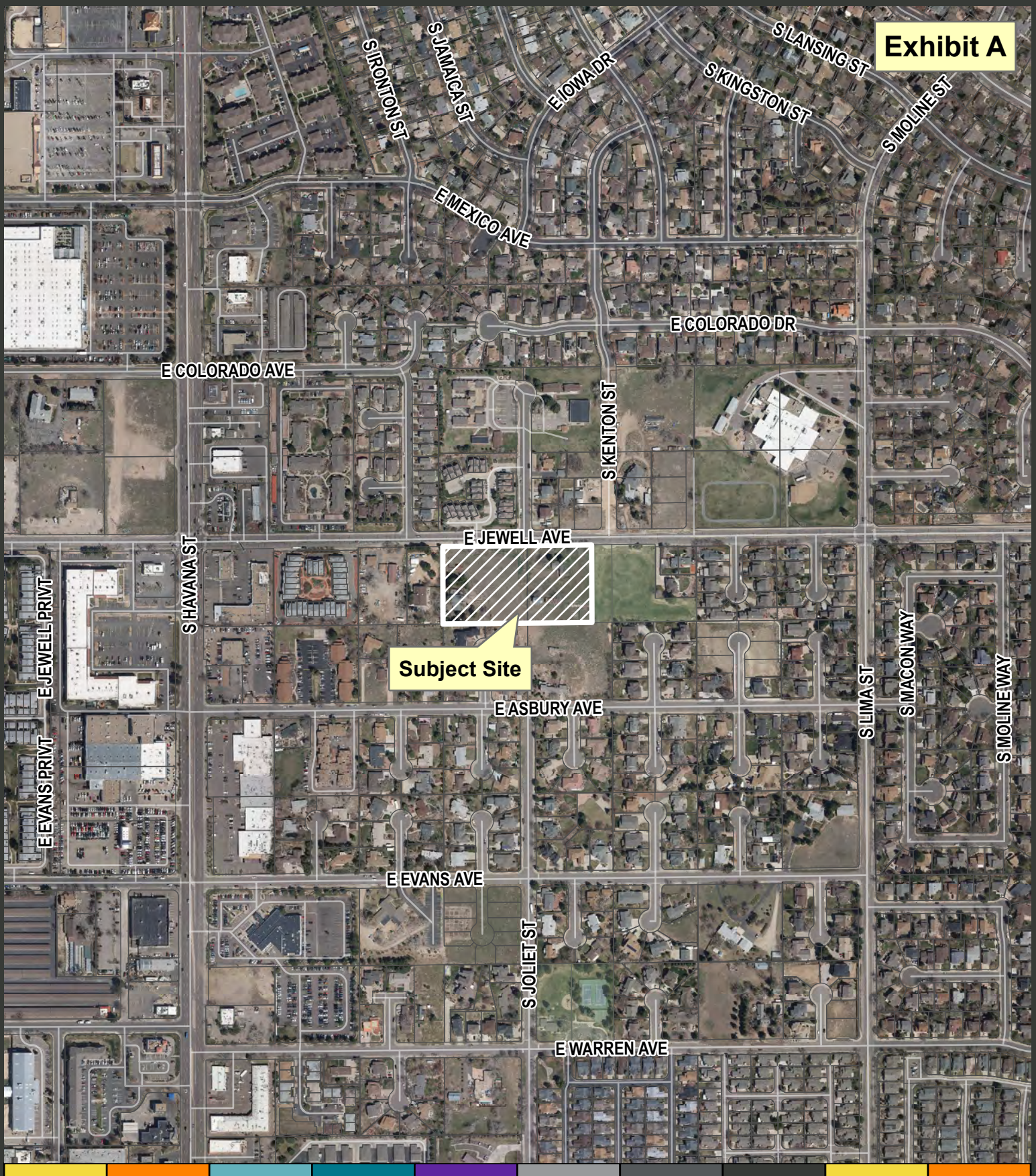
N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the ordinance to rezone 3.91 acres of Rural Residential (R-R) to Medium Density Residential (R-2) for the Urban Cottages Jewell Zoning Map Amendment?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.04 0.08

City of Aurora, Colorado

Urban Cottages Jewell
Zoning Map Amendment
Site Plan w/ Adjustments

Case Numbers: 1984-2057-02, 2022-4026-00
Development Application: #2309-00

12/12/2024 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

ZONING MAP AMENDMENT PROPOSAL
LETTER OF JUSTIFICATION

ZONING MAP AMENDMENT PROPOSAL
LETTER OF JUSTIFICATION

The 11000 E. Jewell Ave site sits between S. Havana St and 225 and north of S. Parker Rd. As can be seen on the attached graphics, this site currently falls within a R-R zoning map designation.

In terms of context, the character of the surrounding 11000 E. Jewell project consists mainly of R-1 zoning designated parcels to the east & south, with higher intensity uses to the west and a mix of R-1, R-2 and educational uses to the north. Along the eastern border of the site sits Havana Heights Pond Park and directly north, opposite of the 11000 E. Jewell site is a R-2 parcel designation, with existing town home development of approximately 10 du/ac . In close proximity, as you move west towards S. Havana St., there are some MU-C zoned parcels situated within a short walking distance to the 11000 E. Jewell Ave Site as well as more R-2 and R-3 zoned parcels.

With our Zoning Map Amendment proposal we are requesting to revise the zoning designation on the 11000 E. Jewell Ave property to be rezoned from R-R to R-2. The purpose of the R-2 district is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. Our proposed change in zoning designation to R-2 with the use of Two-Family Dwellings (Duplex), will allow for an increase in the diversity of residential housing types within the context of the surrounding neighborhood, providing a mix of options and price points within this part of Aurora. Additionally, the direct adjacency to Havana Heights Pond Park assures adequate usable open space and amenities for the future residents of this infill development.

The applicant believes that this zoning map amendment request will be beneficial for the city and that it should be approved for several reasons. First, as depicted within Aurora Places, the 11000 E. Jewell site is located within an Established Neighborhood “placetype.” Accordingly, this placetype is predominantly characterized as “residential areas with a variety of unit types including single-family detached, single-family attached, and multifamily.” The 11000 E. Jewell Ave community is being designed as a well-defined and connected neighborhood that provides a paired home unit type to ensure consistency with the current surrounding residential character while also creating a transition in density between the single family detached homes to the south, and the higher density town home development across Jewell Ave.

In addition to the Comprehensive Plan compliance, the requested change to the R-2 zone district is also consistent with many of the zone districts located along Jewell Ave. For instance, in the mile long stretch of E. Jewell Ave between S. Lima St and S Daytona Street, that is bisected by Havana St, and is relevant to this site’s frontage, this is the only site that is currently zoned R-R. In fact, this site is the only property zoned R-R west of I-225 along E. Jewell Ave. Otherwise, the aforementioned stretch of Jewell Ave consists of less than 25 % of the frontage as R-1 zone district, with the remaining frontage consisting of R-2 or higher zone districts, along with a small part of the frontage being attributed to the Ponderosa Elementary School . As such, the requested zoning change on this property is in keeping with the existing development patterns along Jewell. Additionally, the majority of R-R and R-1 zoned property exists to the south and east of this site, much of which is buffered by Havana Heights Pond Park. With respect to the existing R-R zone district and homes to the south, we are addressing the relationship to the south by turning our proposed units sideways to the property, and by incorporating and additional 10’ buffer and new privacy fence along that interface.

Furthermore, as explained in the City of Aurora Housing Strategy study, it has been acknowledged that the City of Aurora is experiencing continual growth and increase in resident population and home prices each year. The 11000 E. Jewell Ave site plan with paired homes will provide more attainable housing options, and diversity of home types within this portion of the City of Aurora. The concept for Urban Cottages is to be attainable by design, meaning the site design approach focuses on creating modestly sized homes on smaller lots. These missing middle design features allow walkable, medium density, infill housing near public transportation and amenities. Missing middle housing caters to households usually overlooked in home design and planning, including seniors, singles, and young families.

Overall, when considering the mixture of the surrounding site character; the Established Neighborhood placetype in the comprehensive plan, and the City of Aurora Housing Strategy study, the Zoning Map Amendment request associated with the 11000 E. Jewell community is warranted and will ultimately benefit the City of Aurora. By providing additional variety of residential uses to support the ultimate housing demand in the area, while at the same time fitting within the general site context of the area, the 11000 E. Jewell community will ensure the creation of a cohesive and beneficial neighborhood on this infill site. In this regard, the proposed site plan for 11000 E. Jewell Ave. will fulfill the City's approval criteria by creating a residential community which will promote diversity and affordable housing for the City of Aurora. The City's approval criteria are included below.

Section 5.4.1.C.3.A - Criteria Approval.
An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met.

i. The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or
As far as we know there has not been an error in the Zoning Map that needs correcting.

ii. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
There have been changes in the surrounding area as this part of the City has continued to evolve and more multi-family developments have occurred. Additionally, circumstances and conditions have changed on the subject property as existing buildings are now sitting vacant and in a state of disrepair.

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
As outlined above, the rezoning of this property from R-R to R-2 is consistent with the spirit and intent of the Comprehensive Plan and the integration within the Established Neighborhoods placetype, as well as the purpose statement of the R-2 zone district. Additionally, it is consistent with several Comprehensive Plan Principles such as: the Housing for All Principle which envisions high-quality housing options that enable people across all socioeconomic levels, cultural practices and stages of life to establish and manage households, and the Easy Mobility and Active Transportation Principle with an easy to use transportation network with multiple choices for travel. In essence, the requested Zoning Map Amendment will allow this site to develop in an infill manner, filling a need within the City of Aurora for housing diversity, and attainability within the missing middle of housing product.

(b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

As a neighborhood of paired residential homes, the size, scale, height, density and multi-modal traffic impacts are appropriate for an infill development site along a city thoroughfare such as Jewell Ave. The proposed residential product is similar in height to the surrounding residential uses, and given the grade difference between this property and the residential units to the south, there will be very little impact to those existing homes. The size and scale of the homes are smaller than some surrounding residences, but as outlined above, this is geared towards providing much needed housing diversity to a missing segment of the market that is in desperate need of housing options. Providing options such as this often results in increased density, but given the adjacency to E. Jewell Ave and the higher density uses located along it, the applicant believes that this proposed development is a compatible, transitioning use that will fit cohesively into the fabric of the greater neighborhood.

(c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

The change in zoning will not create significant dislocations of occupants of the property, as the buildings are currently sitting vacant and in a state of disrepair. As such, the redevelopment of this site will help progress it towards the goals of the Comprehensive Plan and advance it beyond its' current state.



Contextual Birdseye View of the Site

LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

A PARCEL OF LAND LYING SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, ALSO BEING PLOT FOUR (4) AND A PORTION OF PLOT FIVE (5), MALONE SUBDIVISION, RECORDED IN BOOK 9, PAGE 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, ASSUMED TO BEAR NORTH 89°20'02" EAST, A DISTANCE OF 2,626.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

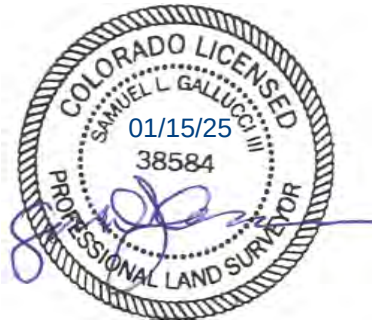
COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINES OF SAID PLOTS FOUR (4) AND FIVE (5), ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF JEWELL AVENUE, AS RECORDED AT BOOK 9, PAGE 48 OF SAID COUNTY RECORDS, NORTH 89°20'02" EAST, A DISTANCE OF 578.43 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4583 AT PAGE 506;
THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND SOUTH 00°14'21" EAST, A DISTANCE OF 300.88 FEET TO THE SOUTH LINE OF SAID PLOT FIVE (5);
THENCE ALONG THE SOUTH LINES OF SAID PLOTS FIVE (5) AND FOUR (4), SOUTH 89°21'07" WEST, A DISTANCE OF 578.65 FEET, TO THE SOUTHWEST CORNER OF SAID PLOT FOUR (4);
THENCE ALONG THE WEST LINE OF SAID PLOT FOUR (4) NORTH 00°11'48" WEST, A DISTANCE OF 300.70 FEET, TO THE POINT OF BEGINNING;

CONTAINING 174,012 SQUARE FEET OR 3.995 ACRES, MORE OR LESS.

ALL LINEAL UNITS ARE REPRESENTED IN U.S. SURVEY FEET.
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

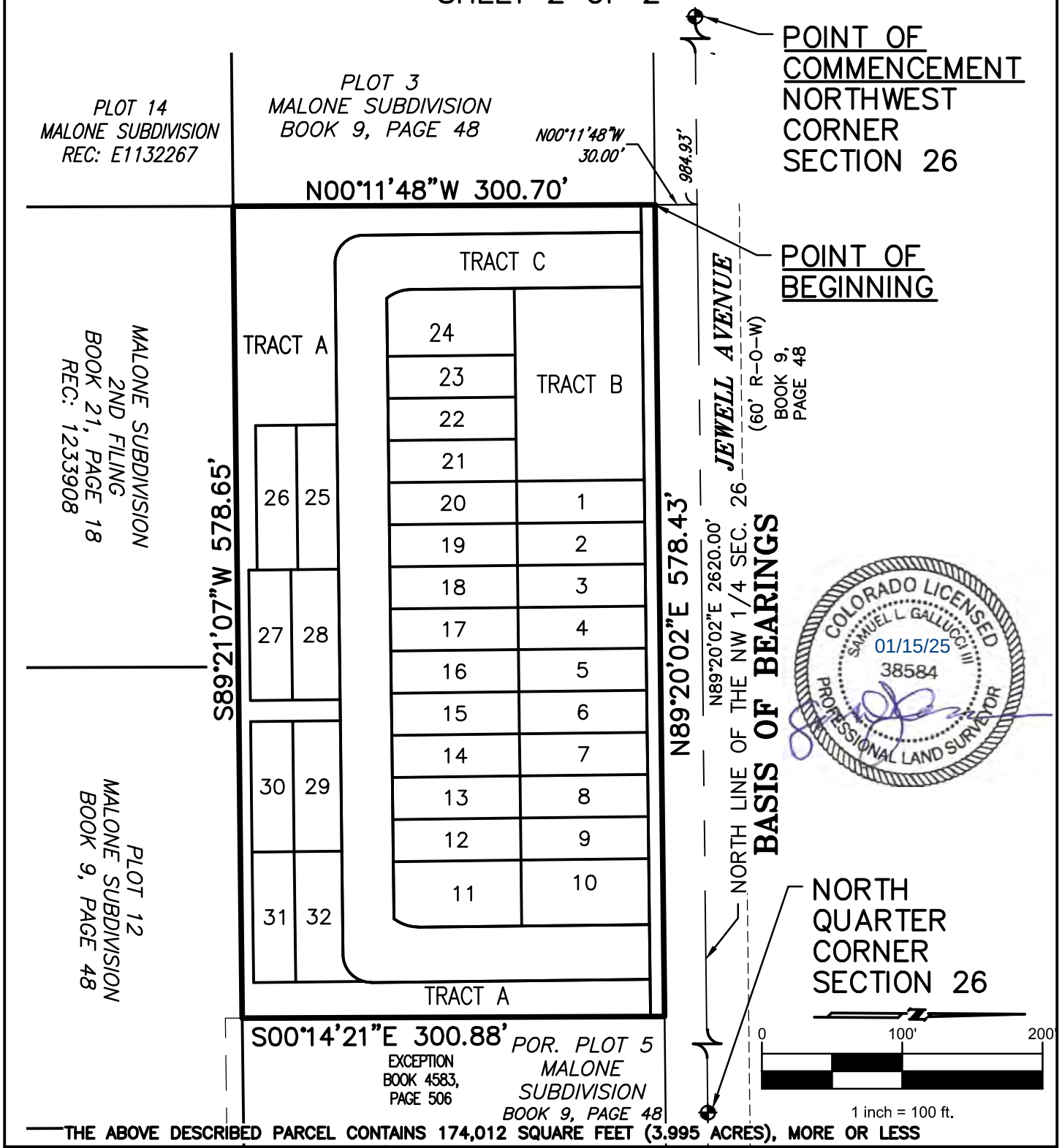


SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2

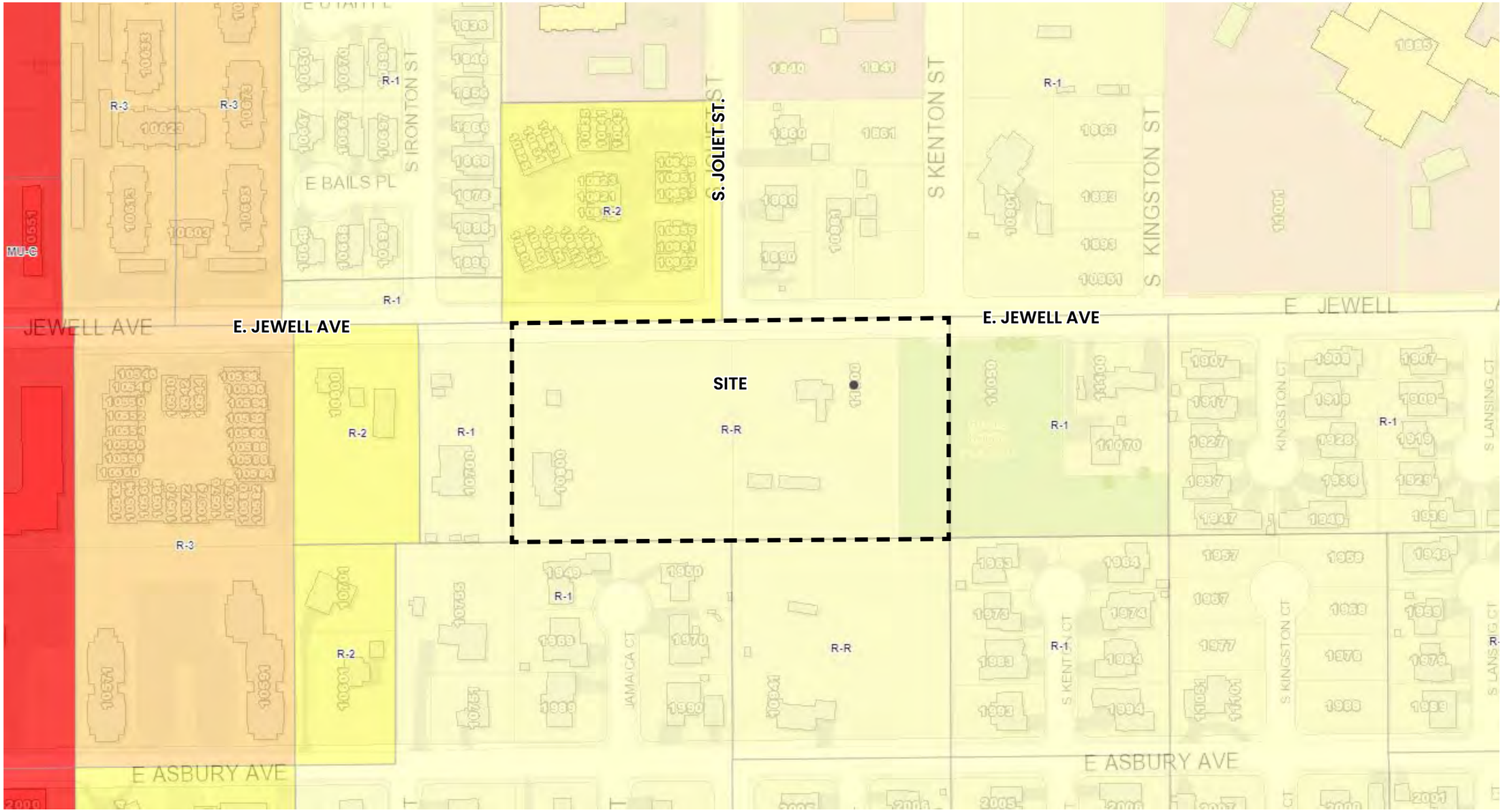


THE ABOVE DESCRIBED PARCEL CONTAINS 174,012 SQUARE FEET (3.995 ACRES), MORE OR LESS

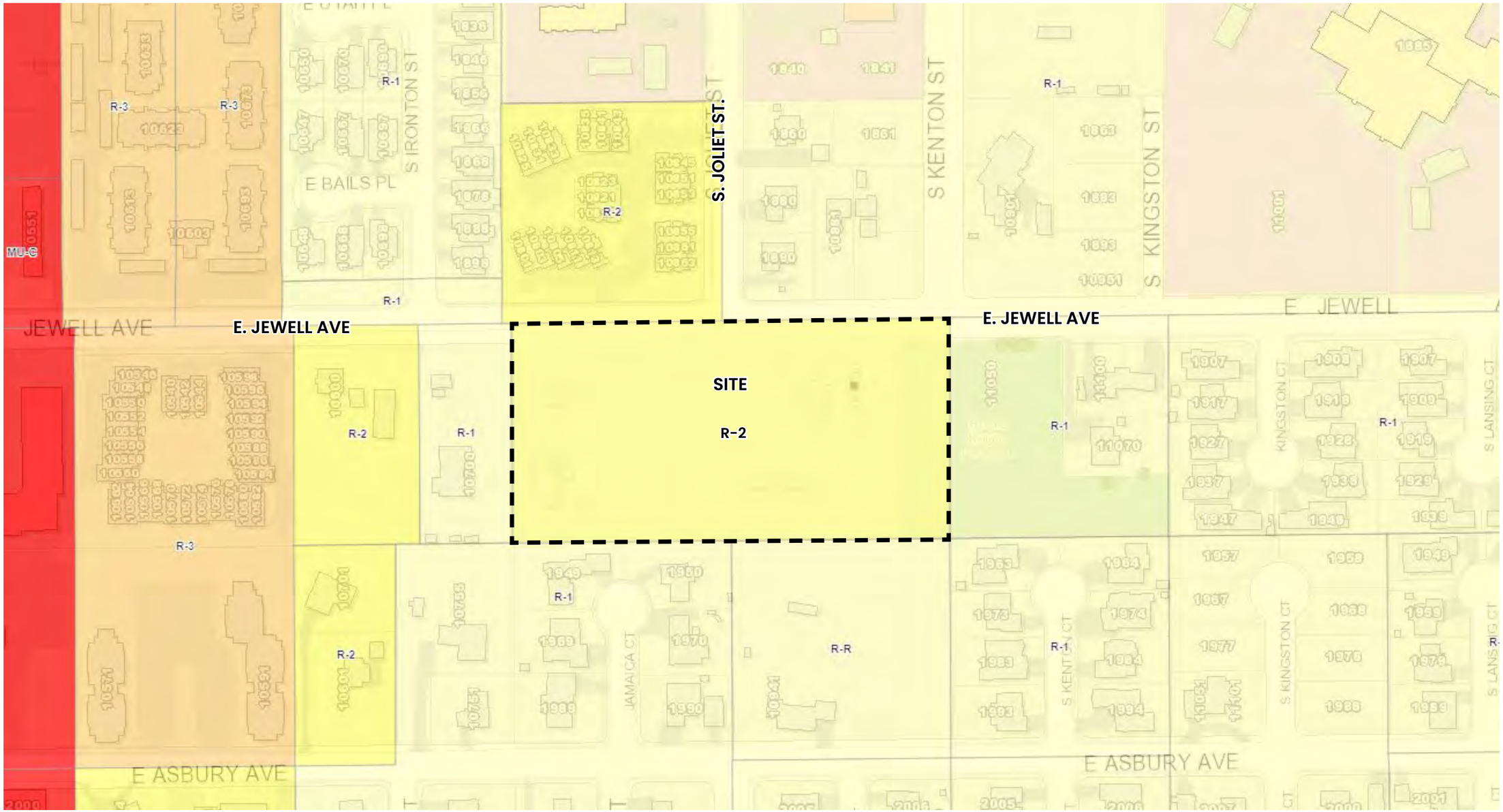
CITY OF AURORA, COLORADO		
DRAWN BY: SLG3	SCALE: 1"=100'	R.O.W. FILE NO.
CHECKED BY: JTH	DATE: 01/15/25	JOB NO.: 13298

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

Project No: DA-2309-00
Public Hearing
Aurora City Council
January 27, 2025

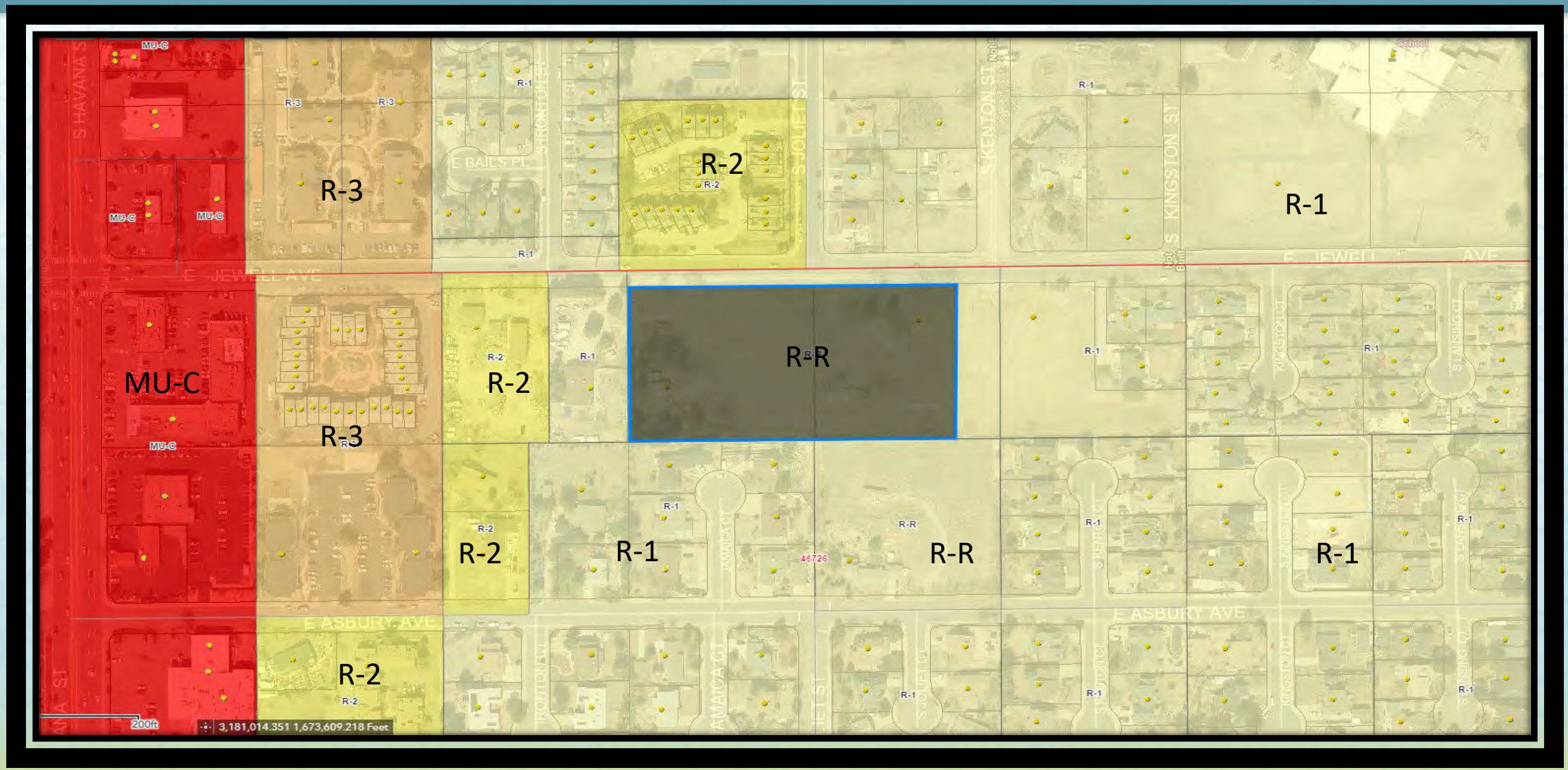
APPLICATION

- **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

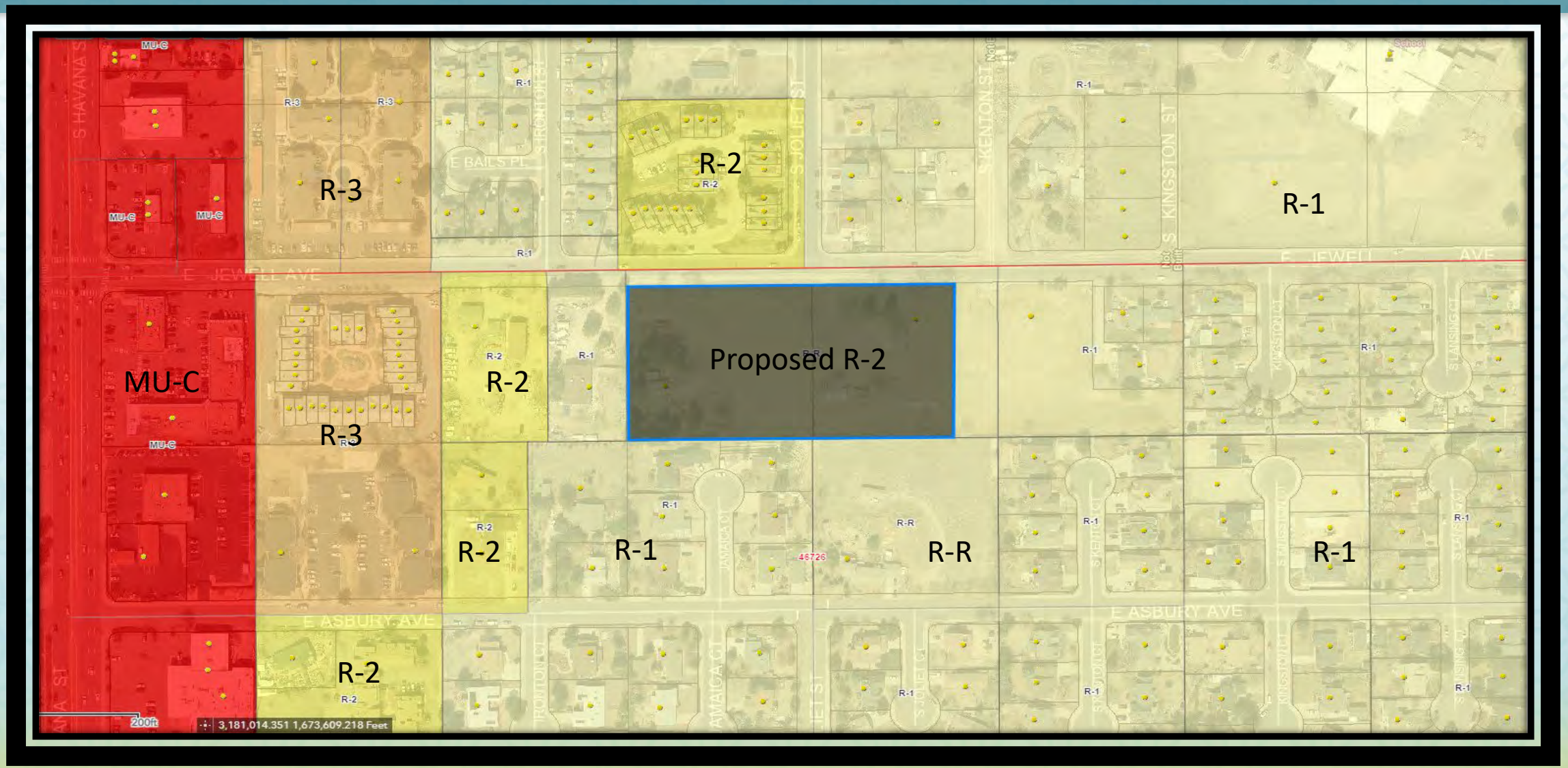
AERIAL MAP



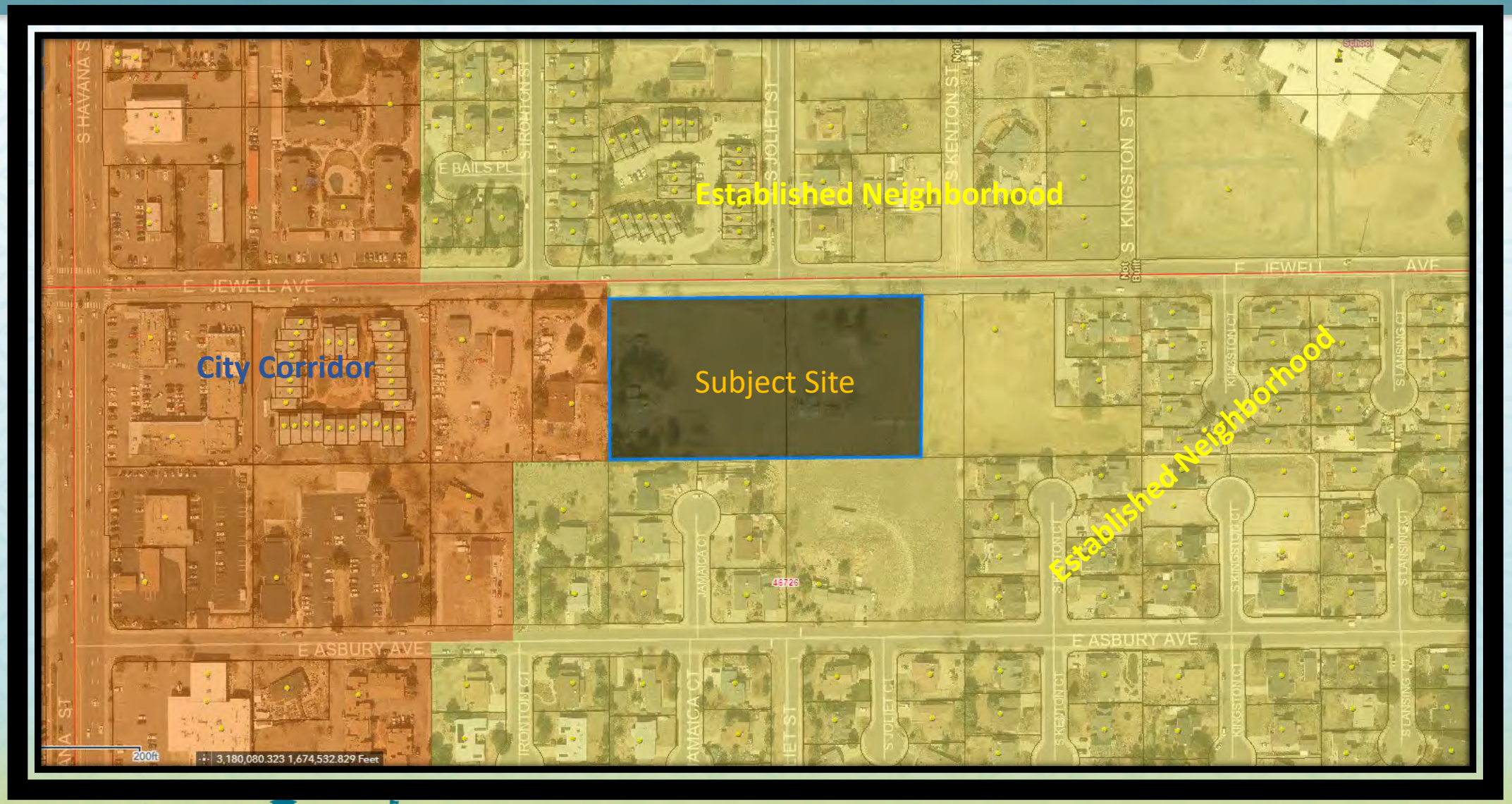
ZONING MAP AMENDMENT (Existing Zoning)



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.*

ORDINANCE NO. 2025- ____

A BILL

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

WHEREAS, the applicant has requested that approximately 3.91 acres of land located south of the intersection of East Jewell Avenue and South Joliet Street, County of Arapahoe, State of Colorado (the "Property"), be rezoned from Rural Residential District (R-R) to Medium-Density Residential District (R-2); and

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for the rezoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on January 8, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the Property.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the Property.

Section 2. The Property, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is zoned Medium-Density Residential District (R-2) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the

extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
LENA MCCLELLAND, Assistant City Attorney

LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

A PARCEL OF LAND LYING SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, ALSO BEING PLOT FOUR (4) AND A PORTION OF PLOT FIVE (5), MALONE SUBDIVISION, RECORDED IN BOOK 9, PAGE 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, ASSUMED TO BEAR NORTH 89°20'02" EAST, A DISTANCE OF 2,626.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

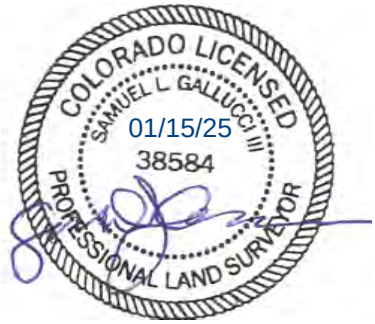
COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINES OF SAID PLOTS FOUR (4) AND FIVE (5), ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF JEWELL AVENUE, AS RECORDED AT BOOK 9, PAGE 48 OF SAID COUNTY RECORDS, NORTH 89°20'02" EAST, A DISTANCE OF 578.43 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4583 AT PAGE 506;
THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND SOUTH 00°14'21" EAST, A DISTANCE OF 300.88 FEET TO THE SOUTH LINE OF SAID PLOT FIVE (5);
THENCE ALONG THE SOUTH LINES OF SAID PLOTS FIVE (5) AND FOUR (4), SOUTH 89°21'07" WEST, A DISTANCE OF 578.65 FEET, TO THE SOUTHWEST CORNER OF SAID PLOT FOUR (4);
THENCE ALONG THE WEST LINE OF SAID PLOT FOUR (4) NORTH 00°11'48" WEST, A DISTANCE OF 300.70 FEET, TO THE POINT OF BEGINNING;

CONTAINING 174,012 SQUARE FEET OR 3.995 ACRES, MORE OR LESS.

ALL LINEAL UNITS ARE REPRESENTED IN U.S. SURVEY FEET.
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

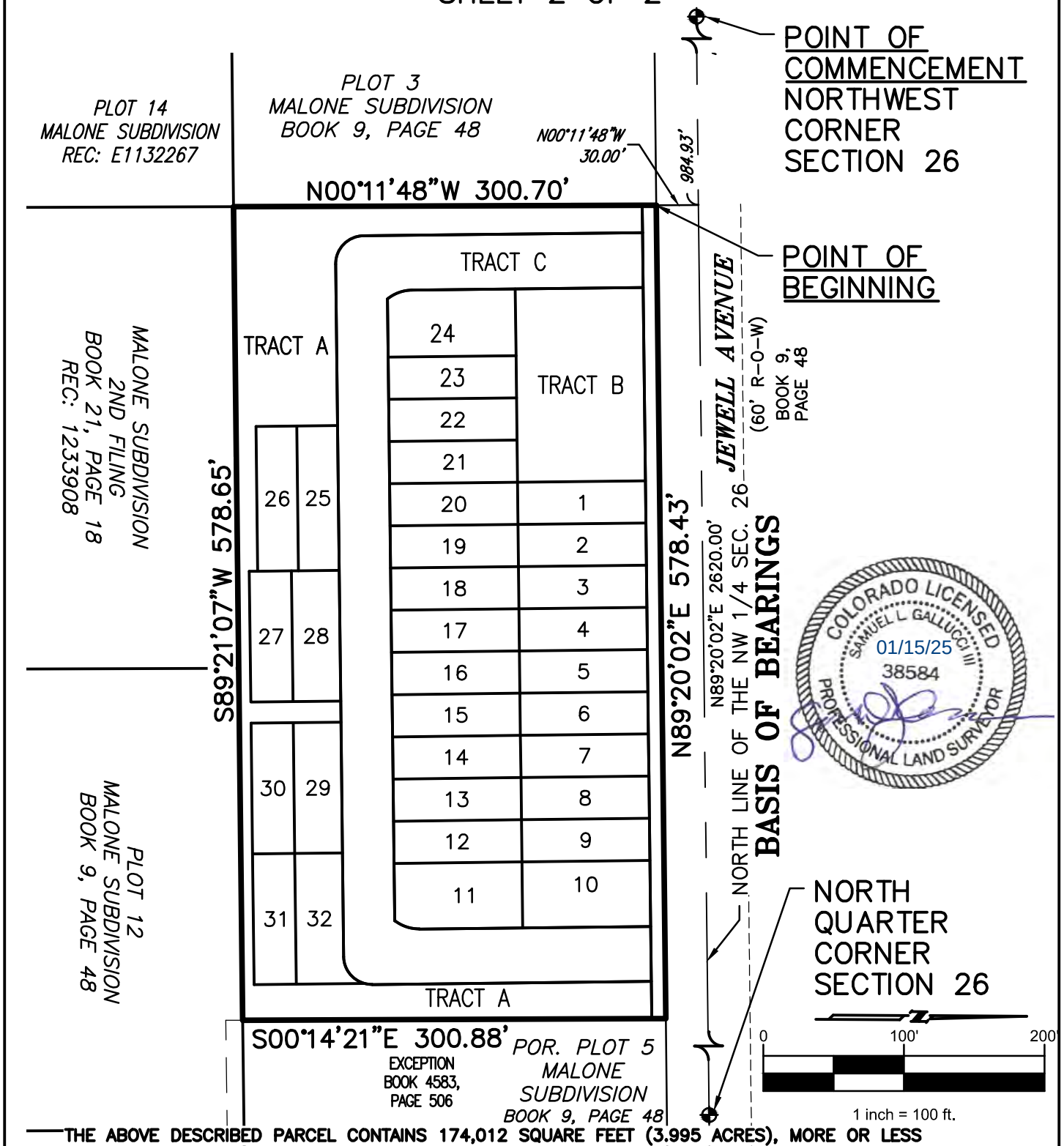


SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2



THE ABOVE DESCRIBED PARCEL CONTAINS 174,012 SQUARE FEET (3.995 ACRES), MORE OR LESS

CITY OF AURORA, COLORADO		
DRAWN BY: SLG3	SCALE: 1"=100'	R.O.W. FILE NO.
CHECKED BY: JTH	DATE: 01/15/25	JOB NO.: 13298

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 26, T4S, R67W, 6TH P.M. CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

From: Zapata, Cecilia
To: CouncilAgenda
Subject: FW: A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave
Date: Tuesday, March 25, 2025 8:00:57 AM
Attachments: A Neighborhood Presentation Opposing UCJ.pdf
image001.png

Hello,

Here's another email for Urban Cottages. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
office 303-739-7787

THE CORE 4
Integrity • Customer Service
Respect • Professionalism

From: Rabbaa, Rachid [redacted]
Sent: Monday, March 24, 2025 11:11 AM
To: Rodriguez, Kadee [redacted]; Zapata, Cecilia [redacted]
Cc: Rodriguez, Stephen E [redacted]
Subject: FW: A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave

Urban Cottages - This one too. Please

From: Shayna Shabatura [redacted]
Sent: Friday, March 21, 2025 9:11 AM
To: Coffman, Michael [redacted]; Batchelor, Jason [redacted] Murillo, Crystal [redacted]; Sundberg, Steve [redacted] Medina, Ruben [redacted] Hancock, Stephanie [redacted] Lawson, Angela [redacted] Bergan, Francoise [redacted] Coombs, Alison [redacted]; Gardner, Curtis [redacted]; Jurinsky, Danielle [redacted] Kassaw, Amsalu [redacted]
Subject: A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Dear Mayor Coffman and Aurora City Council members,

My name is Shayna Shabatura and I spoke at the most recent City Council meeting, opposing the rezoning request by Urban Cottages, LLC to upzone from R-R to R-2 on a small site on E Jewell Ave for Item 11a on the agenda for the 3/24 City Council Meeting.

As I mentioned in my previous email with the petition (sent moments ago), attached is a detailed presentation regarding the opposition to the rezoning. Please give the appropriate weight to these arguments.

Thank you,
Shayna Shabatura

From: Zapata, Cecilia
To: CouncilAgenda
Subject: FW: Documents for City Council
Date: Tuesday, March 25, 2025 8:02:42 AM
Attachments: image001.png
A Neighborhood Presentation Opposing UCJ.pdf
A Neighborhood Presentation Opposing UCJ.pdf
image001.png

Third email. The attachments may be the same. If so, you can just attach them once. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
office 303-739-7787

THE CORE 4
Integrity • Customer Service
Respect • Professionalism

From: Rabbaa, Rachid [redacted]
Sent: Monday, March 24, 2025 11:14 AM
To: Rodriguez, Kadee [redacted] Zapata, Cecilia [redacted]
Cc: Rodriguez, Stephen E [redacted]
Subject: FW: Documents for City Council

Urban Cottages - And this one too. I am requesting all the three emails with the attachments to be entered into the record.

Thank you so much!
Rachid Rabbaa

From: Shayna Shabatura [redacted]
Sent: Friday, March 21, 2025 2:57 PM
To: Rabbaa, Rachid [redacted]
Cc: AOL.MAIL [redacted] Rodriguez, Stephen E [redacted]
McClelland, Lena [redacted] Rustad, Jeannine [redacted]
Subject: Re: Documents for City Council

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Hey there Rachid,
Welcome to the end of the week, and happy Friday.
Earlier today, you were copied on 2 emails from me to City Council Committee Members

with visual attachments - both PDFS are attached here as well.
Councilwoman Bergan replied, “Our City Attorney has reminded me that it is not appropriate for a council member to receive information or other evidence outside of the Public Hearing process when the City Council is acting in its quasi-judicial function. As such, I invite you to attend the City Council meeting and present the information and testimony you would like Council to consider when making its decision.”

I am in Minnesota next week, so I need an alternative option. My husband Kyle will be in attendance, but I need an alternative option to submit my visuals. If I sign up to speak, can another individual play a video of me presenting this information? Could you play the video? If you were in my shoes, what would you do?

My end goal - my ultimate hope - is for the City Council members to review these PDF documents during their rigorous assessment of the site and the Case(s). Please let me know of any alternatives to a physical presence at the City Council meeting and I would appreciate confirmation once these documents/images have been uploaded to the Case files.

Hope your weekend ahead is lovely.

Anyone on the internet with the link can safely view the PDF document link to the Petition here:
https://drive.google.com/file/d/1Jc_lxFIEDy012m61z-L0nXOT5OkRw-_T/view?usp=sharing

Shayna

On Mon, Mar 17, 2025 at 8:29 PM Rabbaa, Rachid [redacted] wrote:

> Happy St. Patrick's Day to you too!
>
> I haven't received any information from Urban Cottages yet.
>
> Best,
> Rachid
>
> ---
>
> **From:** Shayna Shabatura [redacted]
> **Sent:** Monday, March 17, 2025 12:33 PM
> **To:** Rabbaa, Rachid [redacted]
> **Cc:** AOL.MAIL [redacted] Rodriguez, Stephen E [redacted]

McClelland, Lena [redacted]; Rustad, Jeannine [redacted]
Subject: Re: Documents for City Council

Happy St. Patrick's Day Rachid,
At this time, we do not have any updates. Has Urban Cottages shared with you their 4th revised site plan or any of the engineering studies/plans/reviews?

Thank you,
Shayna

On Mon, Mar 17, 2025 at 10:21 AM Rabbaa, Rachid [redacted] wrote:

> Good morning Shayna and Gary,
>
> Do you have any updates on the documentation you plan to provide to staff before the upcoming City Council hearing ?
>
> Thank you,
>
> Rachid Rabbaa
> Planner III
> Planning and Business Development | City of Aurora
> *office 303-739-7541 email* [redacted]
>
> THE CORE Respect Integrity Professionalism Customer Service LIVE IT EVERY DAY
>
> Facebook | Twitter | Instagram | Nextdoor | AuroraTV.org

From: Zapata, Cecilia
To: CouncilAgenda
Subject: FW: Petition Opposing Urban Cottages Jewell
Date: Tuesday, March 25, 2025 8:00:05 AM
Attachments: image001.png

Hi Jocelyn,

Can you make sure the attached map and the email below are added as back up to the Urban Cottages item that was continued to May. You may already know, but anytime emails are added as backup, we must redact the email addresses.

I'll be sending over a couple more emails over for the same item. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
office 303-739-7787

THE CORE 4
Integrity • Customer Service
Respect • Professionalism

From: Rabbaa, Rachid [redacted]
Sent: Monday, March 24, 2025 11:10 AM
To: Rodriguez, Kadee [redacted] Zapata, Cecilia [redacted]
Cc: Rodriguez, Stephen E [redacted]
Subject: FW: Petition Opposing Urban Cottages Jewell

Good morning Kadee,

Regarding the Urban Cottage project, please ensure this information is entered into the record. I will be asking for it to be recorded during my update this evening.

Thank you,
Rachid

From: Shayna Shabatura [redacted]
Sent: Friday, March 21, 2025 9:10 AM
To: Coffman, Michael [redacted] Batchelor, Jason [redacted] Murillo, Crystal [redacted]; Sundberg, Steve [redacted] Medina, Ruben [redacted] Hancock, Stephanie [redacted] Lawson, Angela [redacted] Bergan, Francoise [redacted] Coombs, Alison [redacted] Gardner, Curtis [redacted] Jurinsky, Danielle [redacted] Kassaw, Amsalu [redacted]
Subject: Petition Opposing Urban Cottages Jewell

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Dear Aurora City Council members,

My name is Shayna Shabatura and I spoke at the most recent City Council meeting, opposing the rezoning request by Urban Cottages, LLC to upzone from R-R to R-2 on a small site on E Jewell Ave, across from 3 educational facilities and next to Havana Heights Retention Pond Park. More specifically, Case # 1984-2057-02 and subsequent Case # 2022-4026-00 (site plan).

I am following up on my email from January 27, with the subject, "Time Sensitive PETITION for 1/27 City Council Meeting."
Anyone on the internet with the link can view the PDF document via Google Drive: https://drive.google.com/file/d/1GSivZZ-PQ2ZHhSADx5HuL1VZ6GhZY_1P/view?usp=drive_link

Attached is a visual representation of the neighborhood households who signed the petition. n=96 homes. *A modified version of this slide will appear in a presentation, which will be emailed separately.*

Please give appropriate weight to the opinion of the neighborhood. Thank you and hope your weekend ahead is the one you deserve.

Sincerely,
Shayna Shabatura

A neighborhood presentation to the Aurora City Council Members regarding Case # 1984-2057-02 Zoning Map Amendment from R-R to R-2 on E Jewell Ave

March 2025

OVERVIEW

- ❑ Parcel information
- ❑ Reason #1: Rezoning this parcel to R-2 will NOT match the neighborhood
- ❑ Reason #2: Our Petition
- ❑ Reason #3: Site and Perimeter Constraints
- ❑ Reason #4: More information is needed
- ❑ R-2 is a terrible fit; Support R-1 instead

Parcel information

- South of the intersection of E Jewell Ave and S Joliet St
- 10800 E Jewell Ave → Parcel ID 1973-26-2-01-014 -AND- 11000 E Jewell Ave → Parcel ID 1973-26-2-01-037
- The parcel is at the northern perimeter of the Havana Heights neighborhood, opposite the Village East neighborhood and 3 youth educational facilities (next slides)



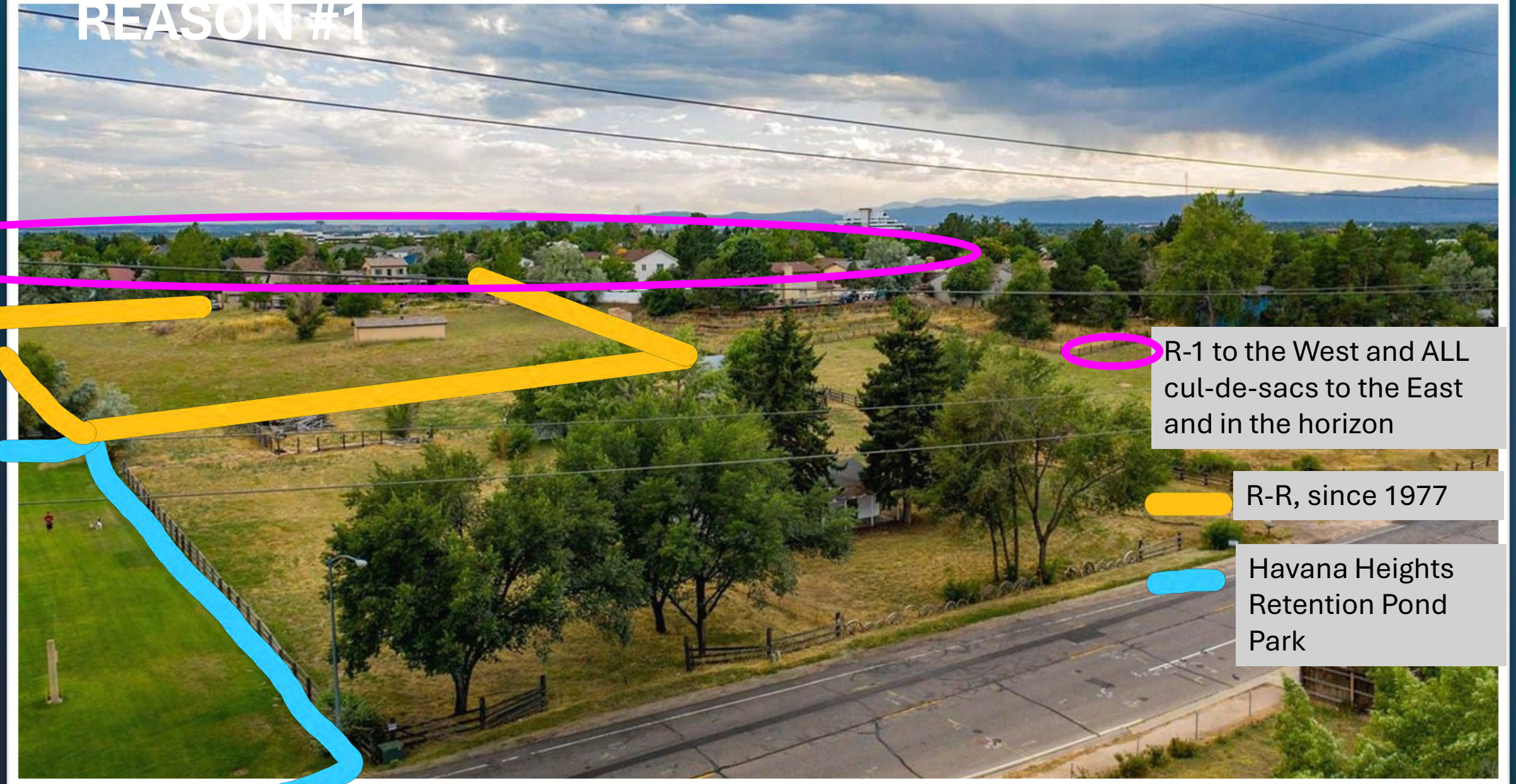
REASON #1

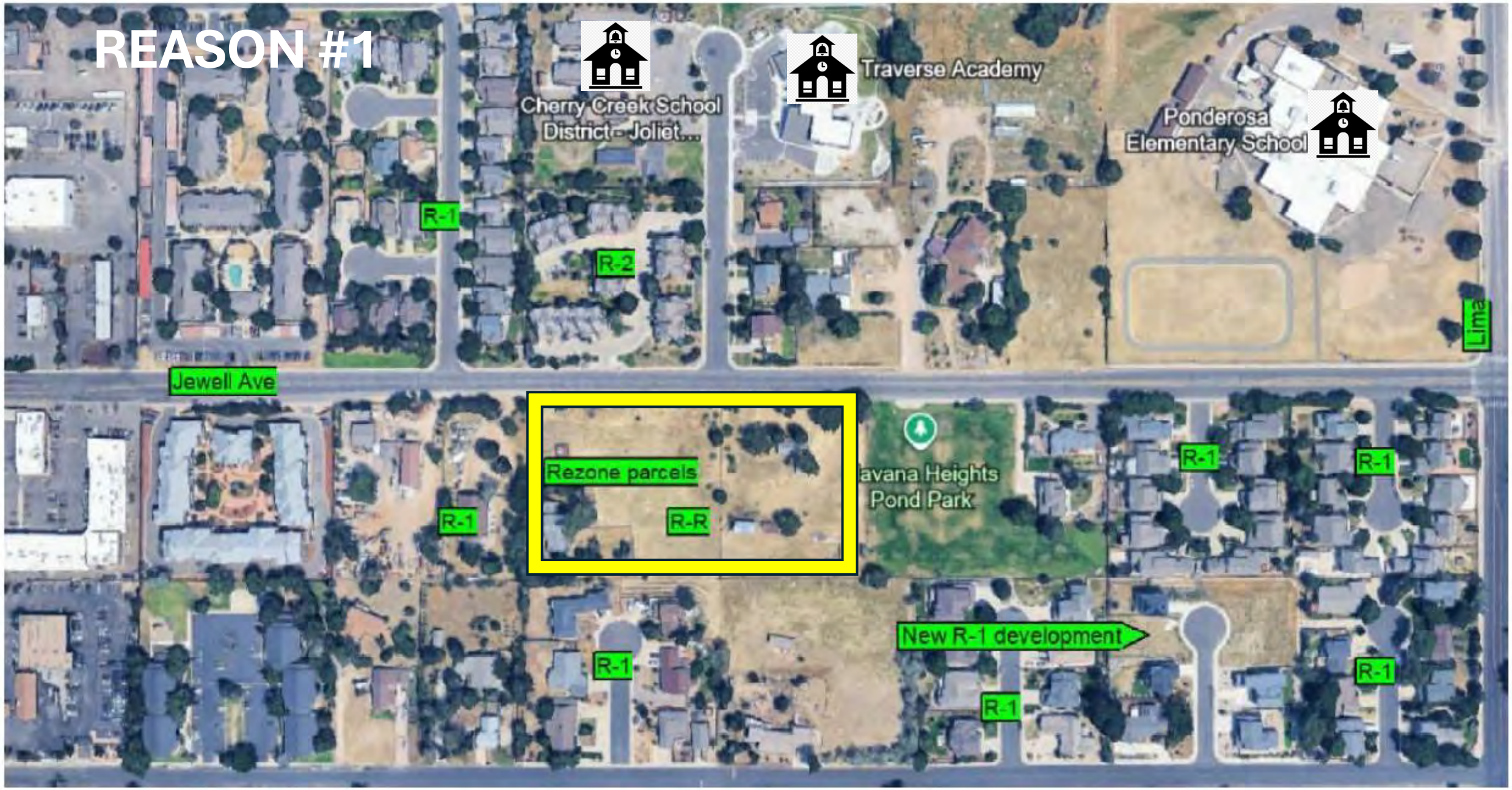
Rezoning this parcel to R-2 will NOT match the neighborhood

The Havana Heights neighborhood is primarily R-R or R-1 with a cul-de-sac neighborhood, including the Habitat for Humanity Mountain View Community that's still under construction (pictured right)

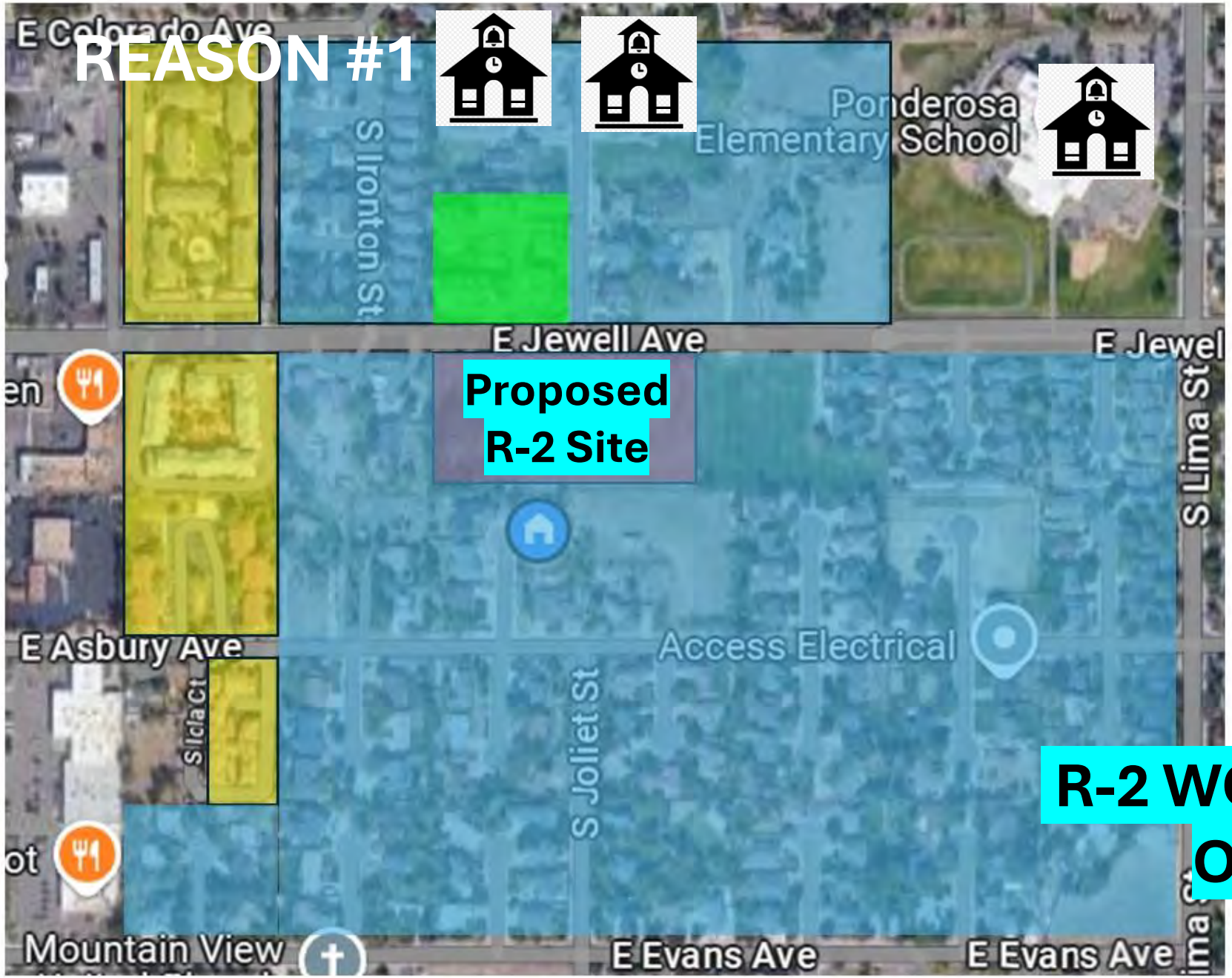


REASON #1


R-1 to the West and ALL cul-de-sacs to the East and in the horizon
R-R, since 1977
Havana Heights Retention Pond Park


REASON #1
Cherry Creek School District - Joliet...
Traverse Academy
Ponderosa Elementary School
Lima
Jewell Ave
R-1
R-2
Rezone parcels
R-R
avana Heights Pond Park
New R-1 development

REASON #1



Cul de Sac and/or R-1

Apartment

Multi story townhomes

Youth Educational Facility

R-2 WOULD BE GROSSLY OUT OF PLACE

REASON #1 SUMMARY

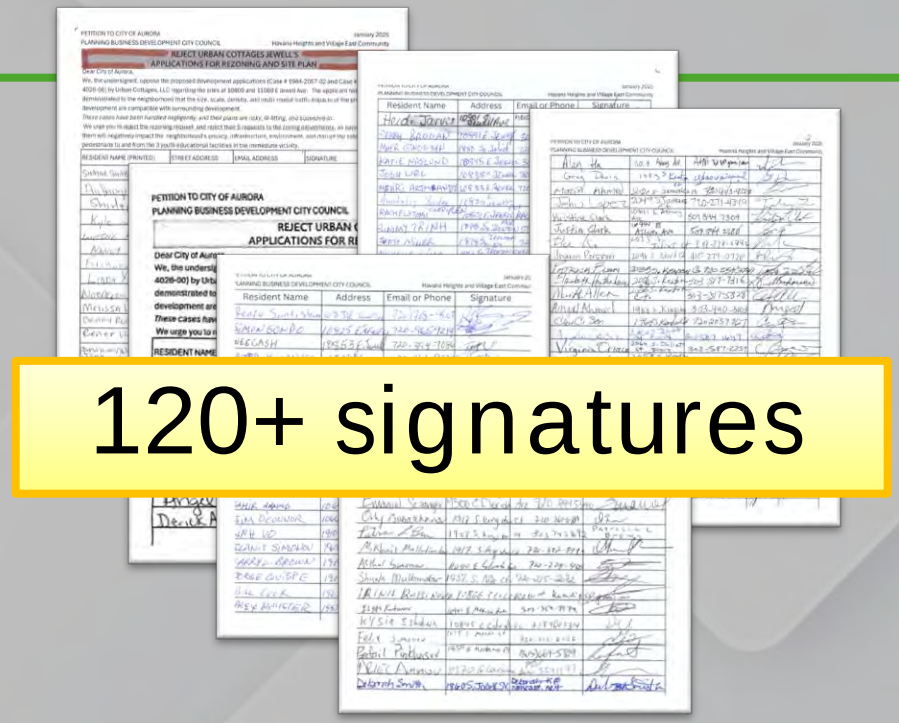
Rezoning this parcel to R-2 will NOT match the neighborhood

- Urban Cottages has admitted that their vision is not a match, using “transition” as the key word
- In addition to cul-de-sac design, there are 3 immediate youth educational facilities and a retention pond park which would contrast with R-2
- Urban Cottages has excused themselves from providing any add-ons, or “microelements”, using their in-fill status and constraints of the site as reasons
- The area is already under traffic stress with no effective traffic calming measures or policing of speeding violations because E Jewell is a hospital and school route

REASON #2

Our Petition

"We, the undersigned, oppose the proposed development applications (Case # 1984-2057-02 and Case # 2022-4026-00) by Urban Cottages, LLC regarding the sites at 10800 and 11000 E Jewell Ave. The applicant has NOT demonstrated to the neighborhood that the size, scale, density, and multi-modal traffic impacts of the proposed development are compatible with surrounding development.
These cases have been handled negligently, and their plans are risky, ill-fitting, and squeezed-in.
We urge you to reject the rezoning request."



Anyone on the internet with the link can view the PDF document:

https://drive.google.com/file/d/1Jc_lxFIEDy012m61z-L0nXOT5OkRw-_T/view?usp=sharing

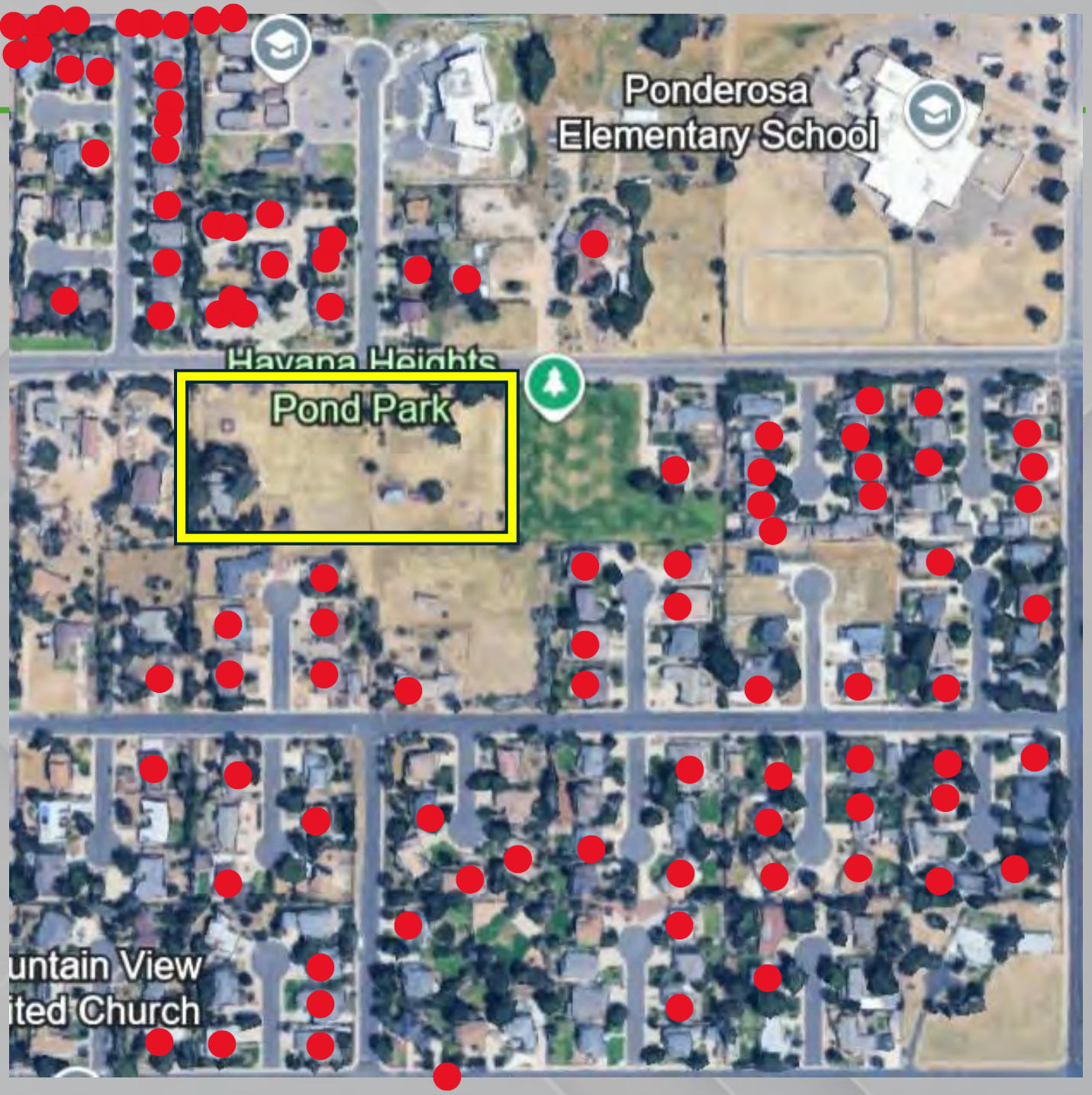
REASON #2

Our Petition

Visual representation of the neighborhood Petition signatures against R-2 zoning surrounding the parcel (yellow box)

Each **red dot** represents one household signed

- n= 96



REASON #3

Site and Perimeter Constraints

- Perimeter property #1 of 3 (pictured right): 1950 S Jamaica Ct
  - 16-20 ft. drop
  - Significant investment in retaining walls
- Non-migratory red-tailed hawk habitat
- Unique and complex topography
- Too small for R-2 / in-fill project
- *Key words used by the Urban Cottages team during Q&As include*, “**squeezed-in**”, “atypical”, “drainage at nauseam”, and “**limited**”
  - Upwards of a 40% grade and 20% slope (source: Preliminary Drainage Report)
  - Part of Havana Heights Drainage Basin



REASON #4

More information is needed

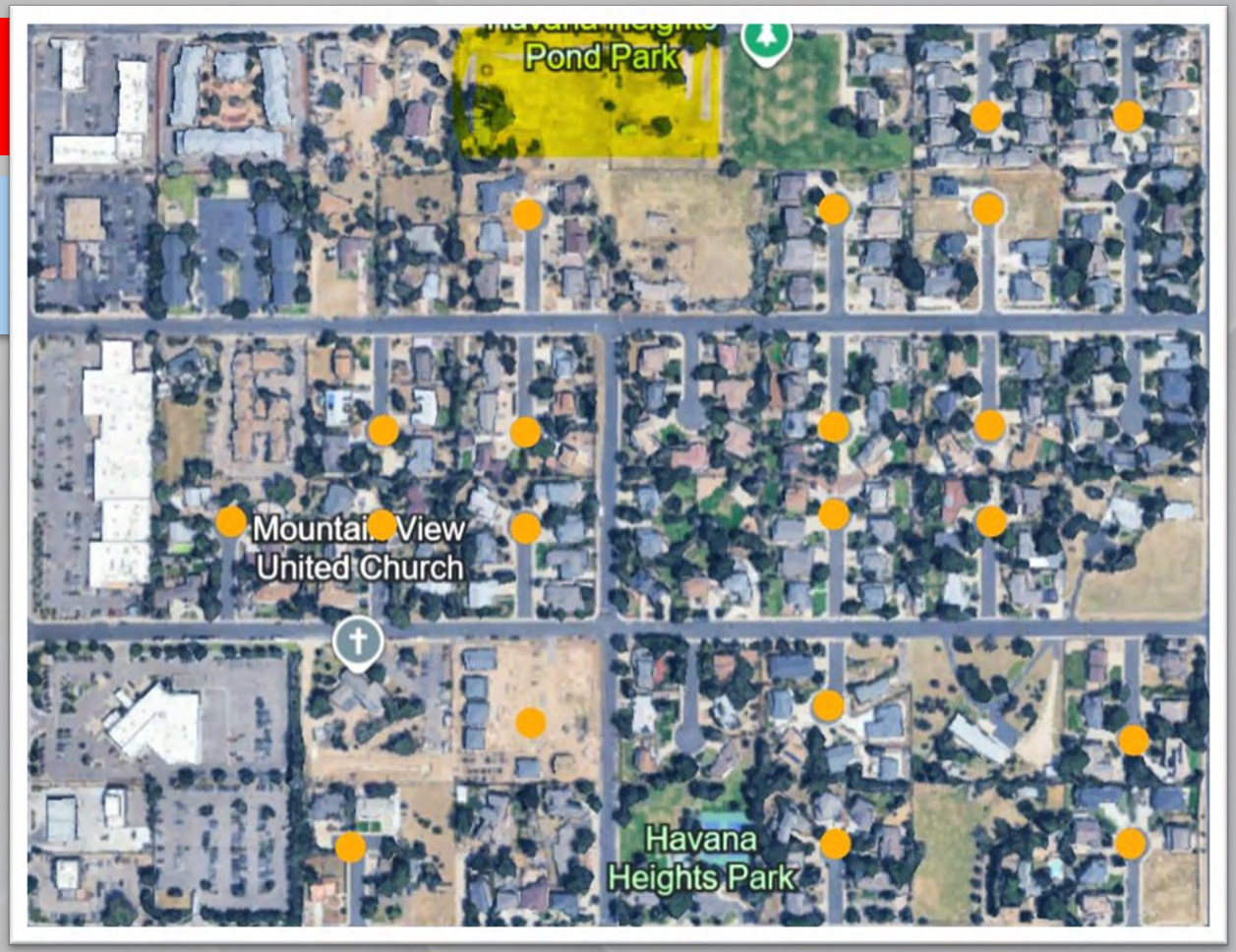
- The expectation is for City Staff to provide ethical due diligence – to thoroughly review, carefully examine, and provide rigorous assessment before deciding, but these cases are seriously flawed enough to plant the idea seed that this separated and out-of-touch project is smoke-and-mirrors, *just* to approve the R-2 rezoning
- Improve the opportunity for success on this wonderfully unique and challenging parcel
  - It really is in an ideal neighborhood, with the local church referencing their property as **God's Backyard** (Source: https://sentinelcolorado.com/metro/aurora-church-turns-vacant-gods-backyard-land-into-affordable-housing/)
  - Reduce the chances of this project going South – Urban Cottages is not ready!
  - Urban Cottages has been neglecting vital information that was provided to them about the area at the beginning of the project
- A great deal about their project is **undecided** and **unspecified**
  - *How can a decision be made when City Staff and the neighborhood have incomplete or missing information?*
  - No builder or engineer is under contract
  - Not able to commit to a site plan
  - Original proposal was for 38 units with 5 zoning adjustment requests
  - City staff expressed concern and confusion about definitions of zoning, density, and visiting the parcel

R-2 IS A TERRIBLE FIT

Support R-1 instead

Please, at minimum, discuss bumping it back to the Planning and Business Development Board to pair this rezoning request with Urban Cottage's 3rd revised site plan.

This would allow the Urban Cottages team time to assemble and produce up-to-date paperwork, to be reviewed with their site plan and zoning adjustment requests.



Pictured above is the Havana Heights neighborhood with each gold dot representing one cul de sac

● n = TWENTY CUL-DE-SACS

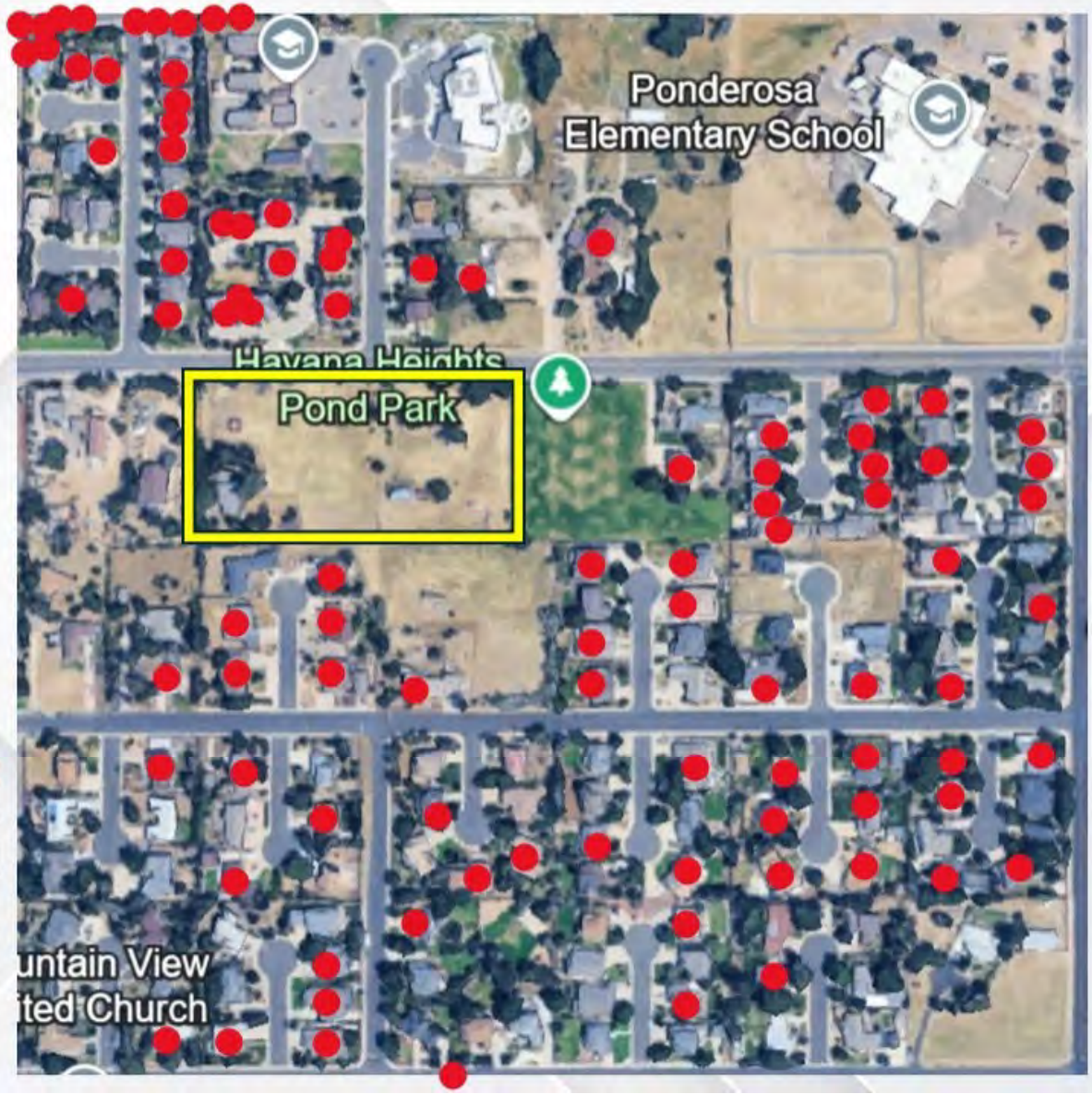
PETITION

Visual representation of the neighborhood petition signatures opposing the rezoning request by Urban Cottages LLC to upzone from R-R to R-2 for the parcels at 10800 and 11000 E Jewell Ave in the Havana Heights neighborhood

Case # 1984-2057-02

Each **red dot** represents one household signed

● n= 96



CITY OF AURORA
Council Agenda Commentary

Item Title: Amendment to the City Code to Add a Local Amendment to the Model Traffic Code Pertaining to the Offense of Eluding (Ordinance)
Item Initiator: Inass Bounouar, Support Specialist Supervisor, Fire
Staff Source/Legal Source: Matt Brukbacher, Commander, Police / Mandy MacDonald, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 6/23/2025

Regular Meeting: 7/14/2025

2nd Regular Meeting (if applicable): 7/28/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

Matt Brukbacher, Commander, Police / Mandy MacDonald, Assistant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 6/12/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

Approved by Public Safety, Courts & Civil Service Committee on June 12, 2025 and moved forward to study session.

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

The proposed ordinance will amend the Model Traffic Code (MTC) to align the standard for eluding under the City Code with the state eluding statute. Currently, Section 1413 of the MTC (Eluding or Attempting to Elude a Police Officer) requires a police officer to be driving a marked vehicle; however, police operation of a marked vehicle is not required under the state eluding statute, C.R.S. § 18-9-116.5. APD often employs unmarked vehicles for enforcement operations. Although unmarked, such vehicles are equipped with emergency lights and sirens, making them readily identifiable as a police vehicle. Through this ordinance, APD seeks to add a local amendment to the MTC to align the offense of eluding under the City Code with state law, thereby eliminating the requirement that police are operating a marked vehicle.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

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

LEGAL COMMENTS

The City is authorized to enact and enforce traffic regulations on roads and streets within its jurisdiction as an exercise of its police power to protect the health, safety, and welfare of its citizens. C.R.S. § 42-4-110, 111 (MacDonald)

The City Council is authorized to enact ordinances necessary to protect life, health and property and to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof. City Charter § 3-9 (MacDonald)

The City Council, as governing body of the city, shall have the power to make ordinances 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 and the inhabitants thereof. Aurora City Code § 2-32 (MacDonald)

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Ordinance to Amend the City Code to Add a Local Amendments to the Model Traffic Code Pertaining to the Offense of Eluding
Item Initiator: Inass Bounouar, Support Specialist Supervisor
Staff Source/Legal Source: Matt Brukbacher, Commander/ Mandy MacDonald, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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

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

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

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

☐ The item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 6/23

Regular Meeting: 7/14/2025

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

_____	Jason Batchelor
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
_____	_____ 06.13.25
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

ORDINANCE NO. 2025- ____

A BILL

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

WHEREAS, Section 1413 of the Model Traffic Code (Eluding or Attempting to Elude a Police Officer) requires a police officer to be driving a marked vehicle; however, police operation of a marked vehicle is not required under the state eluding statute (C.R.S. § 18-9-116.5);

WHEREAS, the Aurora Police Department often employs unmarked vehicles for enforcement operations; although unmarked, such vehicles are equipped with emergency lights and sirens, making them readily identifiable as police vehicles;

WHEREAS, the Aurora Police Department requests an amendment to Section 134-2 of the City Code to add a local amendment to the Model Traffic Code to align the offense of eluding under the City Code with state law, thereby eliminating the requirement that the police are operating a marked vehicle;

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 134-2(q), which reads as follows:

Sec. 134-2(q) – *Eluding or attempting to elude a police officer*. Section 1413 of the Model Traffic Code is amended to read as follows:

Section 1413. Eluding or attempting to elude a police officer.

It is unlawful for any person who, while operating a motor vehicle, knows or reasonably should know that he or she is being pursued by a police officer also operating a motor vehicle, to willfully increase his or her speed or extinguish his or her lights in an attempt to elude such police officer, or to willfully attempt in any other manner to elude the police officer, or to elude such police officer.

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:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald MP
AMANDA MACDONALD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Amendment to the City Code to Enforce State Vehicle Registration Requirements (Ordinance)
Item Initiator: Inass Bounouar, Support Specialist Supervisor, Fire
Staff Source/Legal Source: APD Commander Matt Brukbacker / Mandy MacDonald, Assistant City Attorney**Staff Source/Legal Source:** Matt Brukbacher, Commander, Police / Mandy MacDonald, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 6/23/2025

Regular Meeting: 7/14/2025

2nd Regular Meeting (if applicable): 7/28/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

Sponsor: Danielle Jurinsky, Council Member / Stephanie Hancock, Council Member
Matt Brukbacher, Commander, Police / Mandy MacDonald, Assistant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 6/12/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Approved by the Public Safety, Courts & Civil Service Committee on June 12, 2025 and moved forward to study session.

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

On June 2, 2025, Governor Polis signed House Bill 25-1112 into law. House Bill 25-1112 added subsection 42-4-111(1)(gg) to the Colorado Revised Statutes, which now permits local enforcement of vehicle registration requirements under Article 3, Title 42 of the Colorado Revised Statutes. The proposed ordinance will amend the City Code to add a section providing for local enforcement of state vehicle registration requirements.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the ordinance to add section 134-11 to the City Code to enforce state vehicle registration requirements?

LEGAL COMMENTS

The City has the power to enforce, with respect to streets and highways under its jurisdiction and within the reasonable exercise of its police power, registration requirements under Article 3, Title 42 of the Colorado Revised Statutes. Sec. 42-4-111(1)(gg), C.R.S. (MacDonald)

The City Council shall have the power to enact ordinances necessary to protect life, health and property and to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof. City Charter §3-9 (MacDonald)

The City Council, as governing body of the city, shall have the power to make ordinances 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 and the inhabitants thereof. Aurora City Code §2-32 (MacDonald)

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Ordinance to Amend the City Code to Enforce State Vehicle Registration Requirements

Item Initiator: Inass Bounouar, Support Specialist Supervisor

Staff Source/Legal Source: Matt Brukbacher, Commander/ Mandy MacDonald, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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

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

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

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

☐ The item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 6/23

Regular Meeting: 7/14/2025

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

_____	Jason Batchelor
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
_____	Jason Batchelor 06.13.25
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

ORDINANCE NO. 2025- ____

A BILL

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

WHEREAS, on June 2, 2025, Governor Polis signed House Bill 25-1112 into law;

WHEREAS, House Bill 25-1112 added subsection 42-4-111(1)(gg) to the Colorado Revised Statutes, which now permits local enforcement of vehicle registration requirements under Article 3, Title 42 of the Colorado Revised Statutes;

WHEREAS, the Aurora Police Department wishes to amend the City Code to add a section providing for local enforcement of state vehicle registration requirements;

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 134-11, which reads as follows:

Sec. 134-11. Registration required; penalty; dismissal upon compliance.

(a) No person shall operate, or permit to be operated, any vehicle, trailer, semitrailer, or motor vehicle, as defined under C.R.S. § 42-1-102, on a street or highway within this municipality, unless such vehicle, trailer, semitrailer, or motor vehicle is registered as required in Part 1 of Article 3, Title 42 of the Colorado Revised Statutes.

(b) *Penalty*. The penalty for violation of this section shall be assessed in accordance with section 1-13 of this Code, but shall not exceed the maximum penalty that may be imposed under state law for the same violation of Article 3, Title 42 of the Colorado Revised Statutes.

(c) *Dismissal upon compliance*. The court may dismiss a violation for failing to register a vehicle, trailer, semitrailer, or motor vehicle in violation of C.R.S. § 42-3-103(1) or (4), 42-3-114, 42-3-115, or 42-6-140 if:

(1) The vehicle, trailer, semitrailer, or motor vehicle was unregistered for no more than four months at the time of the violation; and

(2) The owner registered the vehicle, trailer, semitrailer, or motor vehicle before the defendant's first court date as listed on the citation or summons; and

(3) The defendant pays to the Aurora Municipal Court an administrative dismissal fee of $30.00.

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:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald
AMANDA MACDONALD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: DUAL LISTING: Proposed Colfax Downtown Development Authority Election (Ordinance)
Item Initiator: Daniel Krzyzanowski, Planning Supervisor, Planning and Business Development
Staff Source/Legal Source: Laura Perry, Deputy City Manager / Rachel Allen, Deputy City Attorney
Outside Speaker: Brad Segal, P.U.M.A. / Naomi Grunditz Lacewell, P.U.M.A.
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 7/14/2025

Regular Meeting: 7/14/2025

2nd Regular Meeting (if applicable): 7/28/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

Sponsor: Curtis Gardner, Council Member / Crystal Murillo, Council Member
Laura Perry, Deputy City Manager / Rachel Allen, Deputy City Attorney
Outside speakers: Brad Segal, Progressive Urban Management Associates (P.U.M.A.) / Naomi Grunditz Lacewell, Progressive Urban Management Associates (P.U.M.A.)
Estimated time: 15 mins

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

☐ Approve Item and Move Forward to Study Session
☐ Approve Item as Proposed at Policy Committee
☒ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as Proposed at Study Session
☐ Information Only
☐ Approve Item as Proposed at Regular Meeting
☐ Approve Item with Waiver of Reconsideration
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.)*

In 2021, City Management in partnership with City Council organized and convened the Northwest Community Forum – a series of meetings with the community and staff to generate ideas to improve the Northwest Aurora neighborhood(s). This was an opportunity for both city staff and neighborhood stakeholders to work together towards constructive, collaborative solutions.

One of the ideas that came out of the Forum was the idea of creating one or more development organizations to assist with the creation and implementation of area community development plans. The Board approved a contract with by Progressive Urban Management Associates (PUMA) to initiate a process to develop a community plan and a structure to implement it. Since late 2024, the study team has been working with city council, staff and neighborhood stakeholders to determine community priorities and development organizational structures that could be created.

At the time of contract approval, staff promised that AURA and City Council would receive regular updates on the process and progress. The project team last briefed AURA and City Council at their April 7, 2025, study session. A copy of that presentation is attached. Since that presentation, the project team has continued to conduct community engagement, developed a vision and action plan based on stakeholder input, and has further refined the proposed downtown development authority (DDA) boundary. An executive summary of the vision and action plan and proposed district boundary map are attached.

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

The project team will provide an update on the project and preview the proposed ordinance to set the necessary election to form the downtown development authority (DDA) for the specified portion of the Colfax corridor. The presentation will address the election timeline, electors, and process. The draft ordinance is attached.

This item is dual listed for Study Session and introduction and first reading of the Ordinance at the July 14, 2025 meeting to meet November 2025 election deadlines.

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.)

$300K has been allocated in AURA funding to support the district feasibility study, plan development, and supporting public engagement. Up to $45K in additional funding may be necessary to support election administration expenses.

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.)

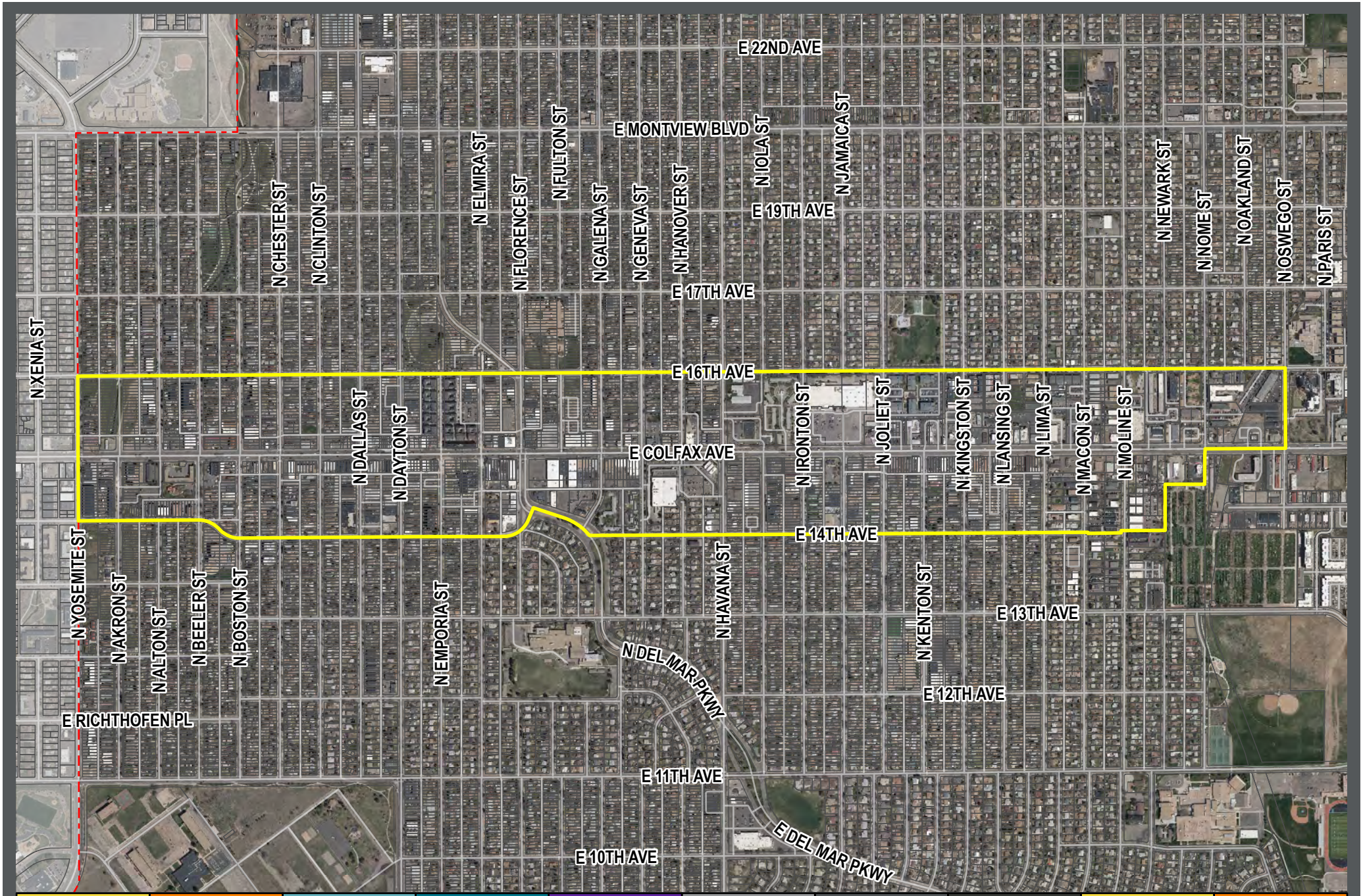
N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to support the proposed ordinance to hold an election to create a downtown development authority in the East Colfax Avenue corridor?

LEGAL COMMENTS

When the governing body of a municipality determines it is necessary to establish a downtown development authority for the public health, safety, prosperity, security, and welfare and to carry out the purposes of an authority, it shall by ordinance submit, at the next regular election or at a special election called for that purpose, the question of the establishment of a downtown development authority. In the ordinance submitting said question, the governing body shall state the boundaries of the downtown development district within which the authority shall exercise its powers and may provide for submission to the voters of any local government matters arising under TABOR. Any ordinance creating a downtown development authority shall provide that any ordinance or resolution by which bonds are issued shall specify the maximum net effective interest rate of such bonds (C.R.S. Section 31-25-804). (Allen)



Planning and Business Development
15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Proposed Colfax Downtown Development Authority (DDA) Boundary

DDA Boundary

ACCESSIBILITY STATEMENT
Please know that, while the city is working to make all information accessible, PDF map products are primarily visual in nature. If you have trouble accessing this document, please visit www.AuroraGov.org/Accessibility or call the Office of Accessibility (303-326-8858) and let us know how best to assist you.

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6/27/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development\Colfax DDA_LS.aprx

Colfax Community Vision & Action Plan, *First Draft*

Executive Summary

What this Plan Does

The **Colfax Community Vision & Action Plan** is a long-term roadmap for revitalizing East Colfax and the surrounding areas of Northwest Aurora. This plan lays out a **shared vision** for the next 10 to 20 years and suggests **practical steps** to achieve that vision. The goals in the plan are grounded in community input and aim to **tackle long-time challenges** while **building on the area's many strengths**.

This plan also sets the stage for creating two new organizations: a **Downtown Development Authority (DDA)** and a **Community Development Corporation (CDC)**. Together, these organizations would help create public improvements, support local businesses, and protect the area's character while promoting economic growth that benefits everyone.

How the Draft Plan Was Created

Launched by the City of Aurora in 2024, the planning process took place in three phases: (1) learning about community priorities, (2) developing goals and strategies, and (3) helping create the DDA and CDC (expected in late 2025). A **working group** made up of local residents, small business owners, property owners, and civic leaders helped guide the process.

The plan grew out of extensive community engagement, including:

- **100+ conversations and informal interviews** with residents, business owners, property owners, community leaders, and city departments.
- **Roundtables with key constituencies and organizations,** including arts, service providers, and small businesses.
- **22 community events with 740+ attendees,** including attending events hosted by partner groups and meetings planned exclusively for the project.
- **Online engagement,** including a survey available in five languages that received **278 responses**, a project webpage with **over 1,250 unique visits**, and a newsletter with **over 260 subscribers**.

Key Findings

- **Public safety and perceptions of crime** are key concerns impacting quality of life and business stability.
- **Retail vacancies and high turnover** disrupt access to goods and services.
- **Rising housing costs, poor housing quality, and limited options** threaten long-term community stability.
- **Arts, cultural, and small business assets** are widely celebrated but vulnerable to economic pressures.
- **Community voices** overwhelmingly desire improvements, but in a way that retains the neighborhood's affordability and welcoming character.

The word cloud to the right shows the most common words survey respondents gave when asked for three words that represented their vision for Colfax. The larger the word, the more frequently it was given. The top six words were: **safety, clean, community, affordable, thriving,** and **businesses.**



Strategic Goal Areas

The plan organizes strategies into six goal areas, each with suggested actions. Below are the six areas and some of their key ideas:

1. **Public Safety and Security**
   - Improve safety by making upgrades to lighting, crosswalks, and bus stops.
   - Help businesses and property owners add security measures.
   - Hire safety ambassadors who respond to non-emergency safety issues.
2. **Business Support and Access to Goods and Services**
   - Promote small businesses and help local entrepreneurs start new businesses.
   - Activate vacant storefronts and attract community-desired businesses (e.g., full-service grocery, pharmacy).
   - Support business stability through property ownership and technical assistance.

3. **Housing and Neighborhood Stability**
   - Preserve existing affordable housing and improve housing quality.
   - Promote wealth-building through homeownership and financial tools.
   - Support youth programs, job training, and community leadership.
4. **Cleaning and Maintenance**
   - Plant and take care of trees, flowers, and other landscaping.
   - Provide extra cleaning and trash services for public spaces.
5. **Advancing Arts, Culture, and a Creative Economy**
   - Support public art that celebrates the area's history and many cultures.
   - Provide affordable artist spaces and help arts businesses grow.
   - Coordinate branding and promotions with the Creative District.
6. **Public Space Improvements**
   - Redesign and activate parks and plazas (like Fletcher Plaza).
   - Improve alleys, signage, and outdoor amenities.
   - Help fix up older buildings.
   - Hold more events, festivals, and markets.

How the DDA and CDC Would Work

The plan proposes the creation of two organizations to drive work on the Action Plan:

Downtown Development Authority (DDA):	Community Development Corporation (CDC):
A special district focused on the East Colfax core. It would be funded primarily through Tax Increment Financing (TIF)* and would address safety, infrastructure, small business support, housing, and economic development in the district. People who live, rent, or own property in the DDA boundaries would vote to create it and would make up its board of directors. *TIF is ***not*** a new tax.	**A nonprofit partner that could operate beyond the DDA boundaries.** The CDC would focus on housing, economic development, advocacy, and coordination around area-wide issues. It would be governed by a community-based board and funded through grants, philanthropy, and a self-sustaining real estate strategy.

These two organizations would **share resources**, **align annual work plans**, and **collaborate** to maximize their impact. They would also work closely with the **city, local organizations, businesses,** and **community members.**

Implementation

Over the next six months, work will continue to **form the DDA and CDC**. This will include refining this plan, the vote to form the DDA (November 2025), CDC incorporation, staffing, and fundraising.

Near-Term Priorities

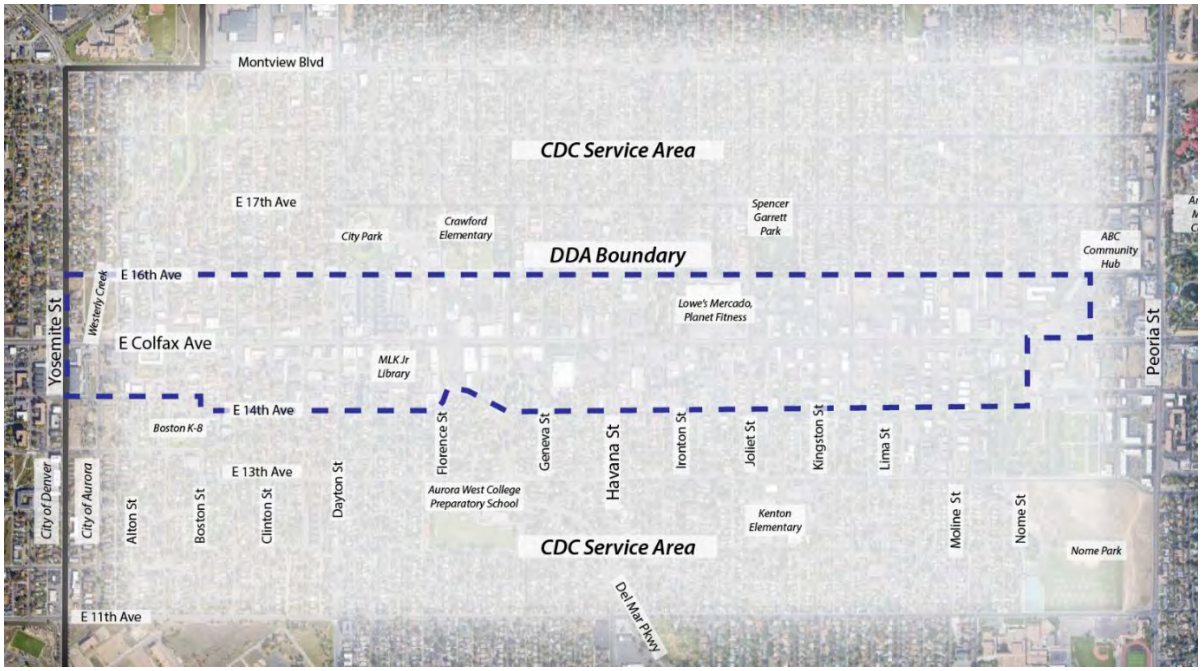
Once formed, the DDA and CDC would **create annual work plans and budgets**. In their first few years, the DDA and CDC would focus on addressing the **most pressing community priorities** and laying a foundation for future success. This could include:

- Launching **safety** and **business support** efforts.
- Establishing **cleaning** and **beautification** services.
- Stabilizing naturally occurring **affordable housing.**
- Promoting **cultural events** and **economic opportunities.**

Mid- and Long-Term Goals

Over time, as the DDA and CDC grow and get more resources, they could **tackle bigger, more complex projects**:

- Invest in **major infrastructure** and **public space upgrades** (e.g., parks, sidewalks).
- Buy/develop **community-serving real estate** (affordable housing/commercial space).
- **Expand grants** and **programs** to meet evolving community needs.



ORDINANCE NO. 2025- ____

A BILL

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

WHEREAS, the City of Aurora, Colorado (the "City") is a home rule municipality and political subdivision of the State of Colorado (the "State"), duly organized and operating under the City of Aurora Home Rule Charter (the "City Charter") and the Constitution and laws of the State; and

WHEREAS, the City, by ordinance, may create and establish a downtown development authority pursuant to the provisions of Part 8 of Article 25 of Title 31, C.R.S., and the City Council of the City of Aurora (the "City Council") has considered the advisability of establishing the Aurora Downtown Development Authority (the "Authority") for the public health, safety, prosperity, security, and welfare and to carry out the purposes of an authority as stated in Section 31-25-801, C.R.S.; and

WHEREAS, it is first necessary to submit the question of the establishment of the Authority to a vote of the qualified electors, as defined in Section 31-25-802, C.R.S., of the area within which the Authority is to exercise its powers; and

WHEREAS, pursuant to Article X, Section 20 of the Colorado Constitution ("TABOR") and Section 31-25-804, C.R.S., any tax or other matters arising under Article X, Section 20 of the Colorado Constitution are required to be approved by the qualified electors within the boundaries of the proposed Authority.

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

Section 1. Recitals. The above recitals are incorporated by reference in this Ordinance and such recitals constitute findings in support of the following ordaining sections.

Section 2. Findings. As the governing body of the City, the City Council hereby determines that it is necessary to establish the Aurora Downtown Development Authority for the public health, safety, prosperity, security, and welfare, and to carry out the purposes of an authority as stated in Section 31-25-801, C.R.S., which Authority will promote the public health, safety, prosperity, security, and general welfare in order to halt or prevent deterioration of property values or structures within the downtown; will halt or prevent the growth of blighted areas within the

downtown; will assist in the development and redevelopment of this district and in the overall planning to restore and provide for the continuance of the health of the downtown; and will be of special benefit to the properties within the boundaries of the Authority.

Section 3. Declaration. The Authority is hereby declared organized, subject to approval of the electors of the Authority voting for or against the ballot issue set forth in Section 5 of this Ordinance by a majority of the votes cast for the ballot issue at an election to be held on November 4, 2025, as provided in Part 8 of Article 25 of Title 31, C.R.S.

Section 4. Status. Upon approval as provided in Section 5, the Authority shall be a body corporate and a political subdivision with all the purposes and powers now or hereafter authorized by Part 8 of Article 25 of Title 31, C.R.S., except or as specifically limited in any plan of development approved by the City Council, and all additional and supplemental powers necessary or convenient to carry out and effectuate the purposes and provisions of said Part 8 and such other powers and authority as provided by law.

Section 5. Organization. Pursuant to Part 8 of Article 25 of Title 31, C.R.S. (the "Downtown Development Authority Act" or "Act") and the City Charter, as applicable, there shall be submitted to the qualified electors (defined in the Act as a resident, a landowner or a lessee, but any landowner or lessee which is not a natural person may vote only if it designates by some official action a representative thereof to cast its ballot) of the area hereinafter described at the election on November 4, 2025, in the City, the following ballot question in substantially the following form:

Ballot Question A

Organization of a Downtown Development Authority

Shall the Aurora Downtown Development Authority (the "Authority") be organized in the City of Aurora, Colorado (the "City") pursuant to Part 8 of Article 25 of Title 31, Colorado Revised Statutes, to exercise all powers authorized therein and any approved plan of development, for the following purposes, including without limitation: to facilitate economic development and redevelopment of properties and infrastructure within the City's central business district; to facilitate small business support, special events, and other district improvements in alignment with the City's Comprehensive Plan(s); to assist the City with the implementation of district improvements and in the overall planning to restore or provide for the continuance of the health of such district; and to halt or prevent the growth of blighted areas within such district, within the boundaries of the proposed Aurora Downtown Development Authority area as such boundaries are described and shown in Ordinance No. __, Series 2025, adopted by the City Council of the City of Aurora, Colorado, on _____?

YES _____ NO _____

Section 6. The boundaries of the Authority shall be as shown on the map attached hereto as **Exhibit A**, and as legally described in the legal description attached hereto as **Exhibit B**, which exhibits are incorporated herein by this reference. Further, for the public's convenience and reference, a list of the real properties to be included in the boundaries of the Authority, identified by property address and county parcel number, is attached hereto as **Exhibit C** and incorporated herein by this reference.

Section 7. TABOR. Pursuant to the Act and the City Charter, as applicable, there shall be submitted to the qualified electors (as that term is defined herein) of the area heretofore described at the election on November 4, 2025, in the City, the following ballot question in substantially the following form:

Ballot Issue B
Authorize Downtown Development Authority to Collect, Retain and Expend Revenues

Without increasing any local tax rate or imposing any new tax, shall the Aurora Downtown Development Authority (the "Authority"), or The City of Aurora (the "City") on behalf of any for use by the Authority, and as a voter-approved revenue change, be authorized to collect, retain, and expend the full amount of revenues received by the Authority in 2025 and each year thereafter, including without limitation, tax revenues, fees, rates, tolls, charges, grants, rents, loans, contributions, and any other revenues, without regard to any expenditure, revenue-raising, or other limitation including those contained within Article X, Section 20 or the Colorado Constitution, the limits imposed on increases in property taxation by Section 29-1-301, C.R.S., Section 29-1-1702, C.R.S., or any other law which purports to limit the Authority's or City's revenues as it currently exists or as it may be amended in the future, and without limiting in any year the amount of other revenues that may be collected, retained, and expended by the Authority?

YES _____ NO _____

Section 8. Mail Ballot Election. The election shall be conducted on November 4, 2025, as a mail ballot election, in accordance with Articles 1 to 13 of Title 1, C.R.S. (the "Uniform Election Code") and the laws of Colorado, except as otherwise provided in the City Charter or ordinances of the City, all as impliedly modified by relevant judicial decision, including without limitation all acts required or permitted thereby with respect to voting by early voters' ballots, absentee ballots, and emergency absentee ballots.

Section 9. Designated Election Official. The City Council appoints Courtney Linney of Spencer Fane LLP, or her designee, as the designated election official (the "Designated Election Official") for all matters except as otherwise provided for by ordinances of the City.

Section 10. Conduct of Election. The Designated Election Official, and other City officials and employees, are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 11. Organization of Authority. The submission of the foregoing questions and issues to the qualified electors is authorized by Part 8 of Article 25, Title 31, C.R.S., Article X, Section 20 of the Colorado Constitution, Sections 29-1-301 and 29-1-302, C.R.S., the City of Aurora Home Rule Charter and the Code of Ordinances of the City of Aurora, Colorado. In accordance with Section 31-25-804(1), C.R.S., if a majority of votes cast at the election are in favor of the ballot issue as provided in Section 5, then the Authority shall be organized and the City Clerk shall cause this Ordinance, declaring the Authority organized, to be recorded at the expense of the City in the real property records of the Clerk and Recorder of Adams County, Colorado, and Arapahoe County, Colorado.

Section 12. Plan of Development. If authorized in a plan of development approved by the City Council, the Authority or the City on behalf of and for use by the Authority, and as a voter-approved revenue change, is authorized to collect and retain, in the year established in the plan of development, and in all subsequent years thereafter, whatever amount is collected annually from any revenue sources including, but not limited to, taxes received as described in Sections 31-25-807(3), 31-25-816, and 31-25-817, C.R.S., and fees, rates, tolls, rents, charges, grants, contributions, loans, income, or other revenues imposed, collected, or authorized as described in Section 31-25-808, C.R.S., or otherwise, by law to be imposed or collected by the Authority or by the City on behalf of and for use by the Authority consistent with the applicable plan of development, and such revenues shall be collected and spent without regard to any spending, revenue-raising, or other limitation contained within Article X, Section 20 of the Colorado Constitution, or any other law and without limiting in any year the amount of other revenues that may be collected and spent by the Authority and the City on behalf of the Authority. The Board of the Authority may from time to time adopt and amend one or more plans of development which, upon approval of the City Council, provide for tax increment financing from property tax and sales tax, or both, as authorized by Section 31-25-807(3), C.R.S. This Ordinance shall not be construed to prevent the creation of new urban renewal areas subject to tax increment financing under the Colorado Urban Renewal Law after the effective date of this Ordinance within or overlapping the boundaries of the Authority.

Section 13. Operations. The operations of the Authority may be funded from any of the following:

a. Donations to the Authority for the performance of its functions;

b. Moneys borrowed and to be repaid from other funds received under the authority of the Downtown Development Authority Act;

c. Tax increment funds as defined in Section 31-25-807(3), C.R.S., if a plan of development is adopted which provides for such tax increment funding;

d. Fees, rates, tolls, rents, charges, grants, contributions, loans, income or other revenues imposed, collected or authorized by law to be imposed or collected

by the Authority or by the City on behalf of and for use by the Authority pursuant to an approved plan of development;

e. Proceeds of an ad valorem tax of up to five (5) mills on the valuation for assessment of property within the boundaries of the Authority; and

f. Such other sources as may be approved by the City Council of the City.

Section 14. Board Composition. The Authority shall have a board ("Board") consisting of not less than five (5) nor more than eleven (11) members, all of whom, except for any member of the City Council appointed to the Board, must be "qualified electors" of the Authority, as defined in Section 31-25-802(9), C.R.S., appointed by the Mayor and confirmed by a majority of the City Council. Consistent with Sections 31-25-805 and 31-25-806, C.R.S., the Board of the Authority shall be constituted as follows:

a. One (1) member shall be a member of the City Council; and

b. Four (4) to ten (10) members who are residents, landowners, or business lessees within the boundaries of the Authority.

The initial terms of the Board members shall be as follows:

a. The member from the City Council shall serve at the pleasure of the City Council;

b. The terms of two members shall expire on June 30, 2026;

c. The terms of two members shall expire on June 30, 2027;

d. The terms of two members, if the Board consists of seven or more members, shall expire on June 30, 2028; and

e. All other members shall be appointed for terms expiring June 30, 2029.

After the initial terms of the Board members have expired, the terms of all members appointed to the Board, except the member from the City Council, shall expire four (4) years from the expiration date of the terms of their predecessors. After notice and an opportunity to be heard, an appointed member of the Board may be removed for cause by the City Council. Board members shall hold office until their successor has been appointed and qualified by the Mayor and confirmed by a majority of the City Council. Any appointment to fill a vacancy shall be for the unexpired term.

The term "business" shall include a for profit business or a nonprofit business. An officer or director of a corporation having a place of business within the boundaries of the Authority shall be eligible for appointment to the Board. A manager, agent, or employee, all as defined in Section 7-90-102, C.R.S., of an entity having its place of business within the boundaries of the Authority shall be eligible for appointment to the Board. No officer or employee of the City, except the member from the City Council, shall be eligible for appointment to the Board.

Section 15. Board Rules. The Board may adopt and promulgate rules governing its procedures, including election of officers, and these rules shall be filed in the office of the City Clerk. The Board shall hold regular meetings in the manner provided in the rules of the Board. Special meetings may be held when called in the manner provided in the rules of the Board. Notice of meetings of the Board shall be in accordance with the Colorado Open Meetings Law. All meetings of the Board shall be open to the public except as allowed under the Colorado Open Meetings Law.

Section 16. Maximum Net Effective Interest Rate. Any ordinance or resolution by which bonds are issued pursuant to the authority granted to the Authority shall specify the maximum net effective interest rate of such bonds.

Section 17. Inclusion of Property. Additional property may be included within the boundaries of the Authority subject to City Council approval, as provided in Section 31-25-822, C.R.S., as it may be amended.

Section 18. Contests of Ballot Form or Content. The City hereby adopts the provisions of Section 1-11-203.5, C.R.S., as the exclusive procedure for protesting or contesting the content of the ballot titles and text set forth above. For purposes of Section 1-11-203.5, C.R.S., the ballot titles for the questions set forth in this Ordinance above are hereby determined to be the text of each question itself, as applicable.

Section 19. 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. If any individual tract of land included within the area described in Section 5 of this Ordinance is determined by a court of competent jurisdiction to be excluded from the Authority, should the formation of the same be authorized by the qualified electors, such determination shall not affect, impair, or invalidate the inclusion of the remaining area described in Section 5 of this Ordinance in the Authority, it being the intention of the City Council that the inclusion of the separate tracts of land described herein be severable.

Section 20. Ratification. All actions not inconsistent with the provisions of this Ordinance heretofore taken by the officers and employees of the City directed towards the creation and establishment of the Aurora Downtown Development Authority are hereby ratified, approved, and confirmed.

Section 21. Declaration. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety, and welfare and this Ordinance bears a rational relationship to the legislative object sought to be obtained.

Section 22. Effective Date. This Ordinance shall become effective upon August 30, 2025.

Section 23. 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 24. 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

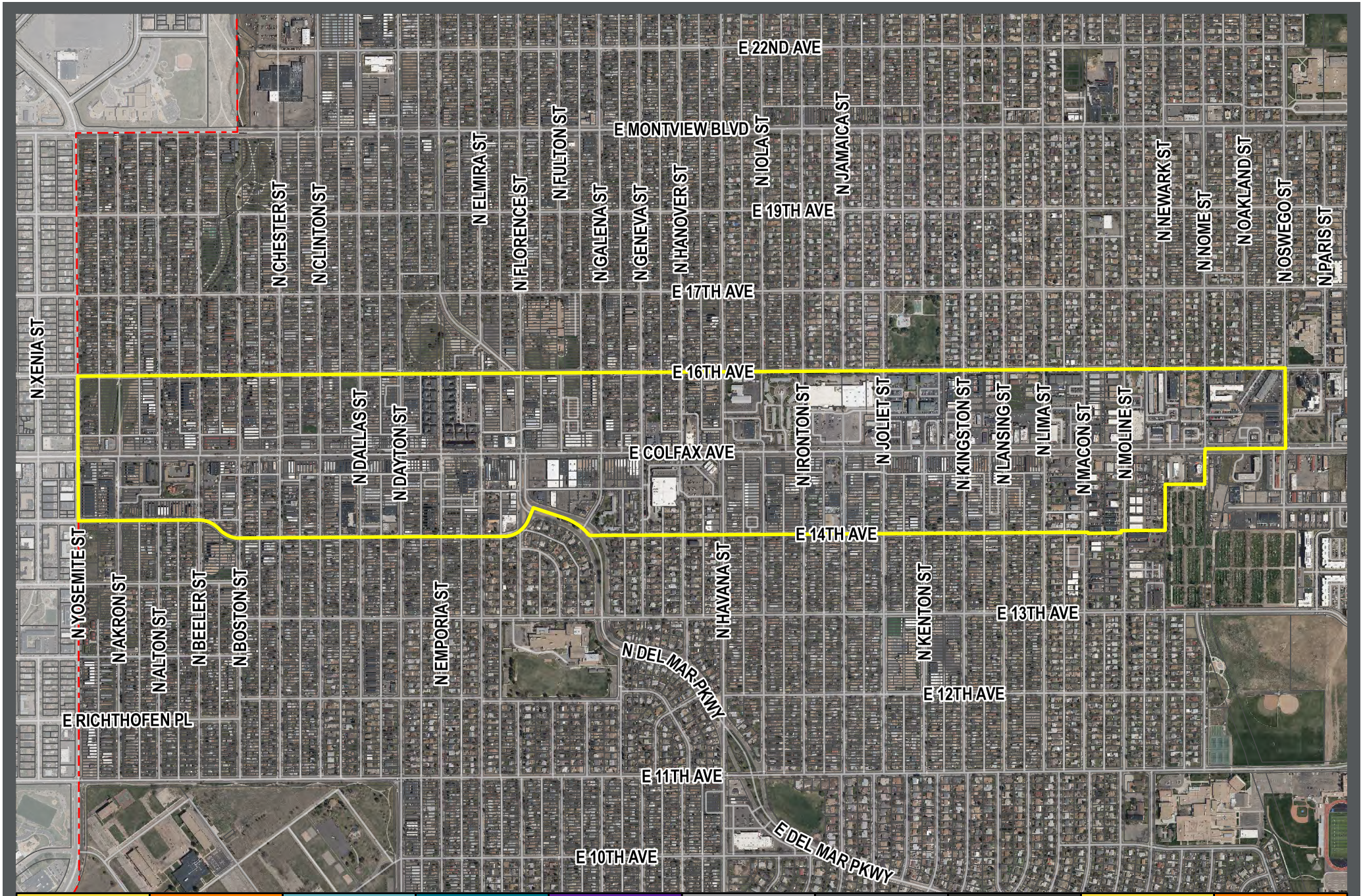
APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By:_____
RACHEL ALLEN, Deputy City Attorney

EXHIBIT A

Map of the Boundaries of the Aurora Downtown Development Authority



Planning and Business Development
15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Proposed Colfax Downtown Development Authority (DDA) Boundary

DDA Boundary

Miles 0 0.05 0.1 0.2

ACCESSIBILITY STATEMENT
Please know that, while the city is working to make all information accessible, PDF map products are primarily visual in nature. If you have trouble accessing this document, please visit www.AuroraGov.org/Accessibility or call the Office of Accessibility (303-326-8858) and let us know how best to assist you.

6/27/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development\Colfax DDA_LS.aprx

EXHIBIT B
Legal Description of the Boundaries of the Aurora Downtown Development Authority

A parcel of land lying in Sections 34 and 35, Township 3 South, and in Sections 2 and 3, Township 4 South, Range 67 West of the 6th Principal Meridian, City of Aurora, Counties of Adams and Arapahoe, State of Colorado, being more particularly described as follows:

Beginning; at the intersection of the centerline of N. Yosemite St. and the centerline of E. 16th Ave.;

Thence easterly, with said centerline of E. 16th Ave., to its intersection with the centerline of N. Oswego St.;

Thence southerly, with said centerline of N. Oswego St., to its intersection with the centerline of E. Colfax Ave.;

Thence westerly, with said centerline of E. Colfax Ave., to its intersection with the easterly line of Sonic at Colfax Subdivision Filing No. 1 extended northerly;

Thence southerly, with said easterly line extended and the easterly line of said subdivision, to the southeasterly corner of said subdivision;

Thence westerly, with the southerly line of said subdivision, to its intersection with the easterly line of Munster Gardens;

Thence southerly, with said easterly line, to the northeasterly corner of Plot 5 of said subdivision;

Thence westerly, with the northerly line and the northerly line extended westerly of said Plot 5, to the centerline of N. Moline St.;

Thence southerly, with said centerline of N. Moline St., to its intersection with the southerly line of Kimberly Subdivision extended easterly;

Thence westerly, with said southerly line extended and the southerly line of said subdivision extended westerly, to its intersection with the centerline of N. Macon St.;

Thence northerly, with said centerline of N. Macon St., to its intersection with the centerline of E. 14th Ave.;

Thence westerly, with said centerline of E. 14th Ave., to its intersection with the centerline of N. Del Mar Pkwy.;

Thence northwesterly, with said centerline of N. Del Mar Pkwy., to its intersection with the centerline of E. 14th Ave. extended northeasterly;

Thence westerly, with said centerline of E. 14th Ave. extended northeasterly and the centerline of E. 14th Ave., to its intersection with the centerline of N. Yosemite St.;

Thence northerly, with said centerline of N. Yosemite St., to the **Point of Beginning**.

A description and a map of the proposed District boundaries are also provided in the Petition and are incorporated by reference herein.

Exhibit C
List of Properties Within Boundaries of Proposed Aurora Downtown Development Authority Area Identified by County Assessor AIN Numbers and Property Addresses

Arapahoe County	
Property Address	Parcel Number
9990 E COLFAX AVE	1973-03-1-05-019
1425 FLORENCE ST	1973-03-1-05-006
1451 FLORENCE ST	1973-03-1-05-009
1435 FLORENCE ST	1973-03-1-05-007
1445 FLORENCE ST	1973-03-1-05-008
1457 FLORENCE ST	1973-03-1-05-010
11688 E COLFAX AVE	1973-02-1-22-002
	1973-02-1-22-003
11658 E COLFAX AVE	1973-02-1-22-001
11500 E COLFAX AVE	1973-02-1-05-026
0 E COLFAX AVE	1973-02-1-05-032
11534 E COLFAX AVE	1973-02-1-05-031
1440 MOLINE ST	1973-02-1-05-003
1400 MOLINE ST	1973-02-1-05-029
11530 E COLFAX AVE	1973-02-1-05-024
1434 MACON ST	1973-02-1-06-005
1442 MACON ST	1973-02-1-06-002
1422 MACON ST	1973-02-1-06-007
1445 MOLINE ST	1973-02-1-06-023
	1973-02-1-23-002
1439 MOLINE ST	1973-02-1-06-022
11430 E COLFAX AVE	1973-02-1-21-001
1432 MACON ST	1973-02-1-06-006
11460 E COLFAX AVE	1973-02-1-06-030
1438 MACON ST	1973-02-1-06-003
1433 MOLINE ST	1973-02-1-23-001
1437 MOLINE ST	1973-02-1-06-021
1435 MOLINE ST	1973-02-1-06-020
1436 MACON ST	1973-02-1-06-004
1475 MACON ST	1973-02-1-07-010
1451 MACON ST	1973-02-1-07-008
1480 LIMA ST	1973-02-1-18-001
1433 MACON ST	1973-02-1-07-007
1408 LIMA ST	1973-02-1-07-003
11351 E 14TH AVE	1973-02-1-07-006

1440 LIMA ST	1973-02-1-07-002
11300 E COLFAX AVE	1973-02-1-33-001
1476 LIMA ST	1973-02-1-00-005
1450 LIMA ST	1973-02-1-07-001
1429 MACON ST	1973-02-1-07-005
1463 MACON ST	1973-02-1-07-009
1460 LIMA ST	1973-02-1-00-006
1400 LIMA ST	1973-02-1-07-004
1440 KENTON ST	1973-02-2-03-005
1475 LIMA ST	1973-02-2-01-012
1457 KENTON ST	1973-02-2-04-017
1445 KENTON ST	1973-02-2-04-015
11149 E 14TH AVE	1973-02-2-02-019
1430 LANSING ST	1973-02-2-01-017
1485 KINGSTON ST	1973-02-2-03-014
1436 KENTON ST	1973-02-2-03-006
1401 LIMA ST	1973-02-2-01-005
11104 E COLFAX AVE	1973-02-2-02-001
1450 KINGSTON ST	1973-02-2-02-018
1455 LIMA ST	1973-02-2-01-011
11220 E COLFAX AVE	1973-02-2-01-018
1430 KINGSTON ST	1973-02-2-02-015
1435 KINGSTON ST	1973-02-2-03-012
1420 KENTON ST	1973-02-2-03-007
1410 KENTON ST	1973-02-2-03-008
11150 E COLFAX AVE	1973-02-2-02-014
1421 LIMA ST	1973-02-2-01-007
1435 LIMA ST	1973-02-2-01-009
1406 LANSING ST	1973-02-2-01-014
1430 JOLIET ST	1973-02-2-04-007
1420 LANSING ST	1973-02-2-01-003
1494 JOLIET ST	1973-02-2-04-002
11008 E COLFAX AVE	1973-02-2-03-001
1445 LIMA ST	1973-02-2-01-010
1450 JOLIET ST	1973-02-2-04-005
11201 E 14TH AVE	1973-02-2-01-015
1455 KINGSTON ST	1973-02-2-03-013
1431 LIMA ST	1973-02-2-01-008
1437 KENTON ST	1973-02-2-04-014
10945 E 14TH AVE	1973-02-2-04-011
1416 KINGSTON ST	1973-02-2-02-008

1415 KINGSTON ST	1973-02-2-03-011
10999 E 14TH AVE	1973-02-2-04-012
	1973-02-2-01-016
1407 KINGSTON ST	1973-02-2-03-010
1420 KINGSTON ST	1973-02-2-02-007
1412 JOLIET ST	1973-02-2-04-009
1401 KINGSTON ST	1973-02-2-03-009
1420 JOLIET ST	1973-02-2-04-008
1480 JOLIET ST	1973-02-2-04-004
11090 E COLFAX AVE	1973-02-2-03-015
1400 KINGSTON ST	1973-02-2-02-009
1451 KENTON ST	1973-02-2-04-016
1452 KENTON ST	1973-02-2-03-002
10910 E COLFAX AVE	1973-02-2-04-001
1488 JOLIET ST	1973-02-2-04-003
1433 KENTON ST	1973-02-2-04-013
1448 KENTON ST	1973-02-2-03-003
1442 KENTON ST	1973-02-2-03-004
1411 LIMA ST	1973-02-2-01-006
1400 JOLIET ST	1973-02-2-04-010
1480 KINGSTON ST	1973-02-2-02-002
10950 E COLFAX AVE	1973-02-2-04-018
1440 JOLIET ST	1973-02-2-04-006
10660 E COLFAX AVE	1973-02-2-07-001
10825 E 14TH AVE	1973-02-2-05-010
1431 JOLIET ST	1973-02-2-05-014
1418 HAVANA ST	1973-02-2-08-007
1408 IRONTON ST	1973-02-2-06-009
1457 JOLIET ST	1973-02-2-05-017
1401 IRONTON ST	1973-02-2-07-008
1416 IRONTON ST	1973-02-2-06-008
1400 HAVANA ST	1973-02-2-08-008
	1973-02-2-07-007
1424 IRONTON ST	1973-02-2-06-007
1450 HAVANA ST	1973-02-2-36-001
10750 E COLFAX AVE	1973-02-2-35-001
10720 E COLFAX AVE	1973-02-2-06-002
10660 E COLFAX AVE	1973-02-2-07-013
10800 E COLFAX AVE	1973-02-2-05-021
1458 IRONTON ST	1973-02-2-06-004
1401 JAMAICA ST	1973-02-2-34-001

1420 JAMAICA ST	1973-02-2-05-008
1435 JAMAICA ST	1973-02-2-06-015
10590 E COLFAX AVE	1973-02-2-08-013
1446 JAMAICA ST	1973-02-2-05-005
1470 JAMAICA ST	1973-02-2-05-022
1441 JOLIET ST	1973-02-2-05-015
1460 HAVANA ST	1973-02-2-08-002
1452 IOLA ST	1973-02-2-07-004
1430 HAVANA ST	1973-02-2-08-011
1462 IOLA ST	1973-02-2-07-002
10660 E COLFAX AVE	1973-02-2-07-010
1440 IRONTON ST	1973-02-2-06-005
1467 JOLIET ST	1973-02-2-05-019
1432 IRONTON ST	1973-02-2-06-006
1411 JOLIET ST	1973-02-2-05-012
1456 IOLA ST	1973-02-2-07-003
1461 JOLIET ST	1973-02-2-05-018
1421 JOLIET ST	1973-02-2-05-013
10500 E COLFAX AVE	1973-02-2-08-012
1449 JOLIET ST	1973-02-2-05-016
1436 JAMAICA ST	1973-02-2-05-007
1425 JAMAICA ST	1973-02-2-34-002
null	1973-02-2-35-000
1442 JAMAICA ST	1973-02-2-05-006
1470 IRONTON ST	1973-02-2-06-003
10815 E 14TH AVE	1973-02-2-05-009
1401 JOLIET ST	1973-02-2-05-011
10730 E COLFAX AVE	1973-02-2-06-001
1440 HAVANA ST	1973-02-2-08-010
1440 IOLA ST	1973-02-2-07-006
1448 IOLA ST	1973-02-2-07-005
10890 E COLFAX AVE	1973-02-2-05-020
10300 E COLFAX AVE	1973-03-1-32-001
1425 HAVANA ST	1973-03-1-01-010
10498 E COLFAX AVE	1973-03-1-32-004
1424 HANOVER ST	1973-03-1-01-004
1401 HANOVER ST	1973-03-1-02-005
1408 HANOVER ST	1973-03-1-01-006
1417 HAVANA ST	1973-03-1-01-009
1416 HANOVER ST	1973-03-1-01-005
1433 HAVANA ST	1973-03-1-01-017

1400 HANOVER ST	1973-03-1-01-007
1409 HANOVER ST	1973-03-1-02-006
1430 HANOVER ST	1973-03-1-01-003
	1973-03-1-32-003
1400 GENEVA ST	1973-03-1-02-004
1401 HAVANA ST	1973-03-1-01-018
1425 HANOVER ST	1973-03-1-02-008
10400 E COLFAX AVE	1973-03-1-32-002
1441 HAVANA ST	1973-03-1-01-016
1417 HANOVER ST	1973-03-1-02-007
10212 E COLFAX AVE	1973-03-1-03-015
10260 E COLFAX AVE	1973-03-1-03-016
10204 E COLFAX AVE	1973-03-1-03-014
null	1973-03-1-34-COM
1401 GENEVA ST	1973-03-1-33-003
1416 GALENA ST	1973-03-1-34-015
1415 GENEVA ST	1973-03-1-33-006
1437 GENEVA ST	1973-03-1-33-024
10207 E 14TH AVE	1973-03-1-34-021
1428 GALENA ST	1973-03-1-34-012
1452 GALENA ST	1973-03-1-34-006
1425 GENEVA ST	1973-03-1-33-009
1461 GENEVA ST	1973-03-1-33-019
1421 GENEVA ST Ste A	1973-03-1-33-008
1429 GENEVA ST	1973-03-1-33-023
10201 E 14TH AVE	1973-03-1-34-020
10213 E 14TH AVE	1973-03-1-34-022
1405 GENEVA ST	1973-03-1-33-022
1417 GENEVA ST	1973-03-1-33-007
1444 GALENA ST	1973-03-1-34-008
10243 E 14TH AVE	1973-03-1-33-021
1436 GALENA ST	1973-03-1-34-010
1460 GALENA ST	1973-03-1-34-004
1465 GENEVA ST	1973-03-1-33-020
1420 GALENA ST	1973-03-1-34-014
1440 GALENA ST	1973-03-1-34-009
1472 GALENA ST	1973-03-1-34-001
1468 GALENA ST	1973-03-1-34-002
1445 GENEVA ST	1973-03-1-33-015
1432 GALENA ST	1973-03-1-34-011
1400 GALENA ST	1973-03-1-34-019

1448 GALENA ST	1973-03-1-34-007
10219 E 14TH AVE	1973-03-1-34-023
1456 GALENA ST	1973-03-1-34-005
10231 E 14TH AVE	1973-03-1-34-025
null	1973-03-1-33-COM
1453 GENEVA ST	1973-03-1-33-017
1464 GALENA ST	1973-03-1-34-003
10225 E 14TH AVE	1973-03-1-34-024
1424 GALENA ST	1973-03-1-34-013
1457 GENEVA ST	1973-03-1-33-018
1408 GALENA ST	1973-03-1-34-017
1449 GENEVA ST	1973-03-1-33-016
10030 E COLFAX AVE	1973-03-1-04-003
10002 E COLFAX AVE	1973-03-1-04-016
1451 GALENA ST	1973-03-1-04-018
	1973-03-1-04-017
10100 E COLFAX AVE	1973-03-1-04-011
1456 DEL MAR PKY	1973-03-1-04-014
	1973-03-1-04-019
10180 E COLFAX AVE	1973-03-1-04-012
10190 E COLFAX AVE	1973-03-1-04-013
1408 DEL MAR PKY	1973-03-1-04-015
1450 ELMIRA ST	1973-03-1-05-016
9980 E COLFAX AVE	1973-03-1-05-013
	1973-03-1-05-018
1470 ELMIRA ST	1973-03-1-05-020
1440 ELMIRA ST	1973-03-1-05-004
1460 ELMIRA ST	1973-03-1-05-015
9900 E COLFAX AVE	1973-03-1-05-017
1405 FLORENCE ST	1973-03-1-36-001
9900 E COLFAX AVE	1973-03-1-05-001
9758 E COLFAX AVE	1973-03-1-07-037
1401 ELMIRA ST	1973-03-1-06-032
1445 EMPORIA ST	1973-03-1-07-017
9840 E COLFAX AVE	1973-03-1-06-043
1400 DAYTON ST	1973-03-1-07-011
9746 E COLFAX AVE	1973-03-1-07-023
1455 EMPORIA ST	1973-03-1-07-018
1459 EMPORIA ST	1973-03-1-07-020
9800 E COLFAX AVE	1973-03-1-06-002
1410 DAYTON ST	1973-03-1-07-010

1468 DAYTON ST	1973-03-1-07-029
1457 EMPORIA ST	1973-03-1-07-019
1440 EMPORIA ST	1973-03-1-06-006
1441 ELMIRA ST	1973-03-1-06-016
1485 ELMIRA ST	1973-03-1-06-041
1410 EMPORIA ST	1973-03-1-06-009
9740 E COLFAX AVE	1973-03-1-07-024
1447 ELMIRA ST	1973-03-1-06-037
9720 E COLFAX AVE	1973-03-1-07-027
1469 ELMIRA ST	1973-03-1-06-039
1424 DAYTON ST	1973-03-1-07-007
1411 ELMIRA ST	1973-03-1-06-033
9818 E COLFAX AVE	1973-03-1-06-034
1474 EMPORIA ST	1973-03-1-06-035
1408 EMPORIA ST	1973-03-1-06-010
9700 E COLFAX AVE	1973-03-1-07-038
1427 ELMIRA ST	1973-03-1-06-014
1475 ELMIRA ST	1973-03-1-06-040
	1973-03-1-07-032
1433 ELMIRA ST	1973-03-1-06-015
1465 ELMIRA ST	1973-03-1-06-038
1470 EMPORIA ST	1973-03-1-06-036
1444 DAYTON ST	1973-03-1-07-005
1420 DAYTON ST	1973-03-1-07-008
1401 EMPORIA ST	1973-03-1-07-034
1428 DAYTON ST	1973-03-1-07-006
1448 EMPORIA ST	1973-03-1-06-005
9830 E COLFAX AVE	1973-03-1-06-042
1413 ELMIRA ST	1973-03-1-06-031
9724 E COLFAX AVE	1973-03-1-07-026
1418 EMPORIA ST	1973-03-1-06-007
1416 DAYTON ST	1973-03-1-07-009
9714 E COLFAX AVE	1973-03-1-07-028
	1973-03-1-06-008
9726 E COLFAX AVE	1973-03-1-07-025
1420 CLINTON ST	1973-03-2-48-003
1428 CLINTON ST	1973-03-2-48-002
1411 DAYTON ST	1973-03-2-37-003
1456 DALLAS ST	1973-03-2-01-021
1466 DALLAS ST	1973-03-2-01-004
1404 CLINTON ST	1973-03-2-02-004

1430 DALLAS ST	1973-03-2-01-007
1445 DAYTON ST	1973-03-2-01-022
1410 CLINTON ST	1973-03-2-02-003
9530 E COLFAX AVE	1973-03-2-02-006
9612 E COLFAX AVE	1973-03-2-01-003
9642 E COLFAX AVE	1973-03-2-01-024
1455 DALLAS ST	1973-03-2-51-001
1421 DAYTON ST	1973-03-2-37-002
1400 DALLAS ST	1973-03-2-38-001
1465 DALLAS ST	1973-03-2-02-009
9500 E COLFAX AVE	1973-03-2-02-001
1480 CLINTON ST	1973-03-2-02-007
1436 CLINTON ST	1973-03-2-48-001
9540 E COLFAX AVE	1973-03-2-01-001
9600 E COLFAX AVE	1973-03-2-01-002
1412 CLINTON ST	1973-03-2-48-004
1465 DAYTON ST	1973-03-2-01-012
9648 E COLFAX AVE	1973-03-2-01-023
1401 CLINTON ST	1973-03-2-03-009
1455 CLINTON ST	1973-03-2-03-013
1400 CHESTER ST	1973-03-2-03-008
1475 CLINTON ST	1973-03-2-03-015
1410 CHESTER ST	1973-03-2-03-007
1494 CHESTER ST	1973-03-2-03-022
1491 CLINTON ST	1973-03-2-03-017
1428 CHESTER ST	1973-03-2-03-005
1481 CLINTON ST	1973-03-2-03-016
1435 CLINTON ST	1973-03-2-03-023
1420 CHESTER ST	1973-03-2-03-006
1444 CHESTER ST	1973-03-2-40-001
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	1973-03-2-04-028
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	1973-03-2-04-014
9360 E COLFAX AVE	1973-03-2-50-001
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9011 E 14TH AVE	1973-03-2-53-002
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	1973-03-2-53-008
9051 E 14TH AVE	1973-03-2-53-006
	1973-03-2-06-001
	1973-03-2-06-005
9041 E 14TH AVE	1973-03-2-53-005

9001 E 14TH AVE	1973-03-2-53-001
	1973-03-2-06-002
9000 E COLFAX AVE	1973-03-2-00-001
9151 E 14TH AVE	1973-03-2-06-008
9121 E 14TH AVE	1973-03-2-06-007
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Property Address	Parcel Number
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1544 BEELER ST #6	0182334327022
1544 BEELER ST #7	0182334327023
1544 BEELER ST #8	0182334327024
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1521 OSWEGO ST	0182335428015

11809 E COLFAX AVE	0182335428016





COLFAX COMMUNITY VISION & ACTION PLAN

City Council Study Session – July 14, 2025

Presented By City Staff And Progressive Urban Management Associates (P.U.M.A.)





AGENDA

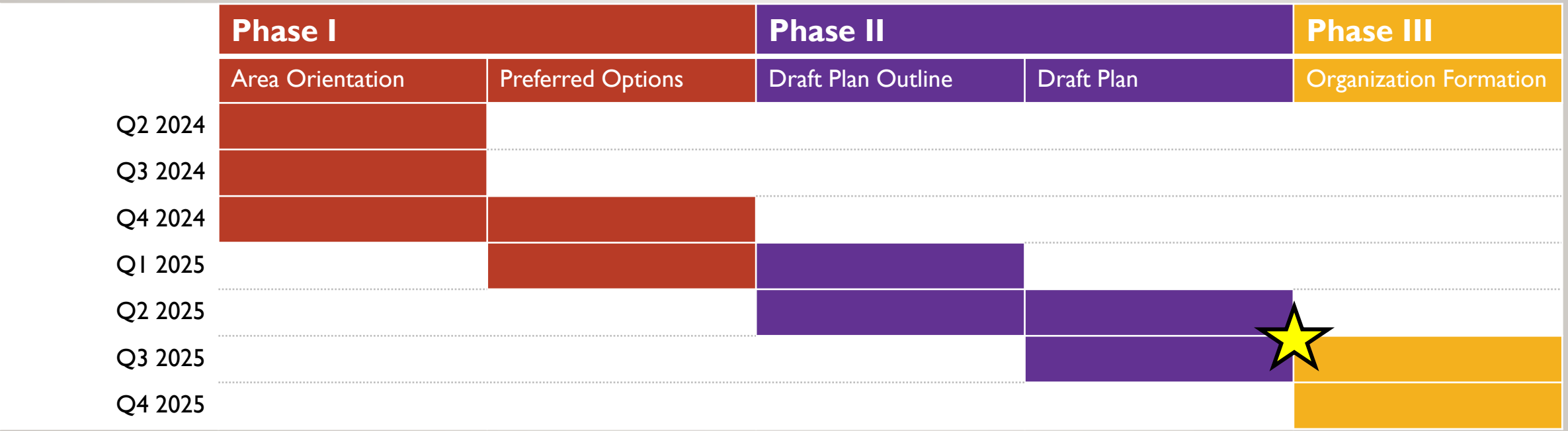
1) Project Overview
2) Phase I-II Summary
3) Action Plan Overview
4) DDA Election
5) Governance
6) Next steps (5 min)







TIMELINE



- ✓ Site tours
- ✓ Key stakeholder interviews
- ✓ Data analysis
- ✓ Educational materials
- ✓ Form working group

- ✓ Tour comparable districts
- ✓ Outreach & survey
- ➢ Recommended options to explore in Phase II

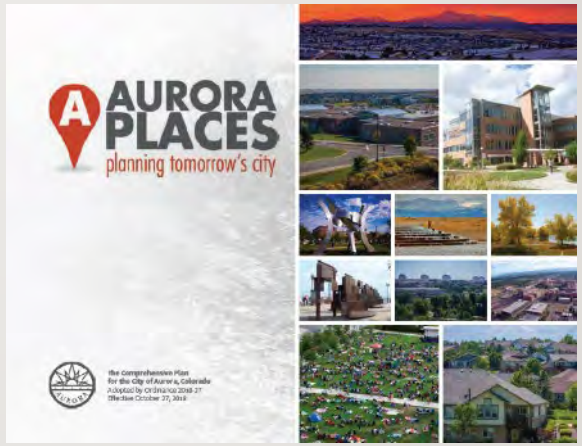
- ✓ Broad outreach
- ✓ Finalize boundaries
- ✓ Refine priorities and create draft plan outline

- ✓ Governance structure
- ✓ Evaluate revenue options
- ✓ 1st draft of full plan

- Legal work to advance org(s) formation
- Property database
- Educational materials
- Graphic summary of plan

PHASES 1-II SUMMARY

- Analyzed data and read past plans
- Researched & visited peer communities
- Outreach to identify initial priorities
- Evaluated how organizations match community priorities
- **Recommended looking further into DDA and CDC (April Study Session)**
- Wrote draft plan outline followed by full draft
- Gathering community input on draft plan







Working Group tour of Englewood DDA, 12-13-24

PHASE I-II SUMMARY - OUTREACH

AS OF JUNE 30TH

- **Working Group** representing property owners, small businesses, residents, non-profits, City Council, the arts, and faith community
- **Over 1,200 inputs** from community and City across interviews, roundtables, community events, and surveys
- **Project webpage** with 2,400+ visits
- **Language access**: project materials, businesses canvassing, and public meetings in English/Spanish (additional languages as-needed)



Ward 1 Town Hall, 1-25-25



Draft Plan Open House, 6-18-25

DRAFT PLAN OVERVIEW

PLAN PURPOSE

- **High-level roadmap** to revitalize East Colfax & surrounding area over next 10-20 years.
- Serves as legally required "Plan of Development" for a new **Downtown Development Authority (DDA).** Describes structure, governance, financing, and boundaries.
- Supports forming a **Community Development Corporation (CDC)** to work in partnership with DDA on issues that affect entire area but fall outside DDA boundaries.
- Suggests **practical steps** for achieving community goals to inform DDA and CDC annual workplans and budgets.

SIX GOAL AREAS



KEY IDEAS...

- **Public Safety and Security**
  - Help make CPTED upgrades to public and private property.
  - Coordinate with APD & hire safety ambassadors to respond to non-emergency safety issues.
- **Business Support and Access to Goods and Services**
  - Create marketing and promotion campaigns to highlight small businesses.
  - Activate vacant storefronts and attract community-desired businesses.
  - Support business property ownership, grants, and access to technical assistance.
- **Housing and Neighborhood Stability**
  - Preserve and improve the quality of existing housing.
  - Add a variety of new housing.
  - Promote wealth-building through homeownership, financial tools, and access to jobs.

KEY IDEAS...

- **Cleaning and Maintenance**
  - Plant and maintain trees, flowers, and other landscaping.
  - Provide extra cleaning and trash services along Colfax.
- **Advancing Arts, Culture, and a Creative Economy**
  - Work with the Creative District on branding, promotions, and new public art.
  - Provide affordable artist housing and spaces to help arts businesses grow.
- **Public Space Improvements**
  - Redesign and activate parks and plazas (like Fletcher Plaza) with events, festivals, and markets.
  - Improve alleys, signage, and outdoor amenities like patio seating.

DDA & CDC: FOCUS AND RELATIONSHIP

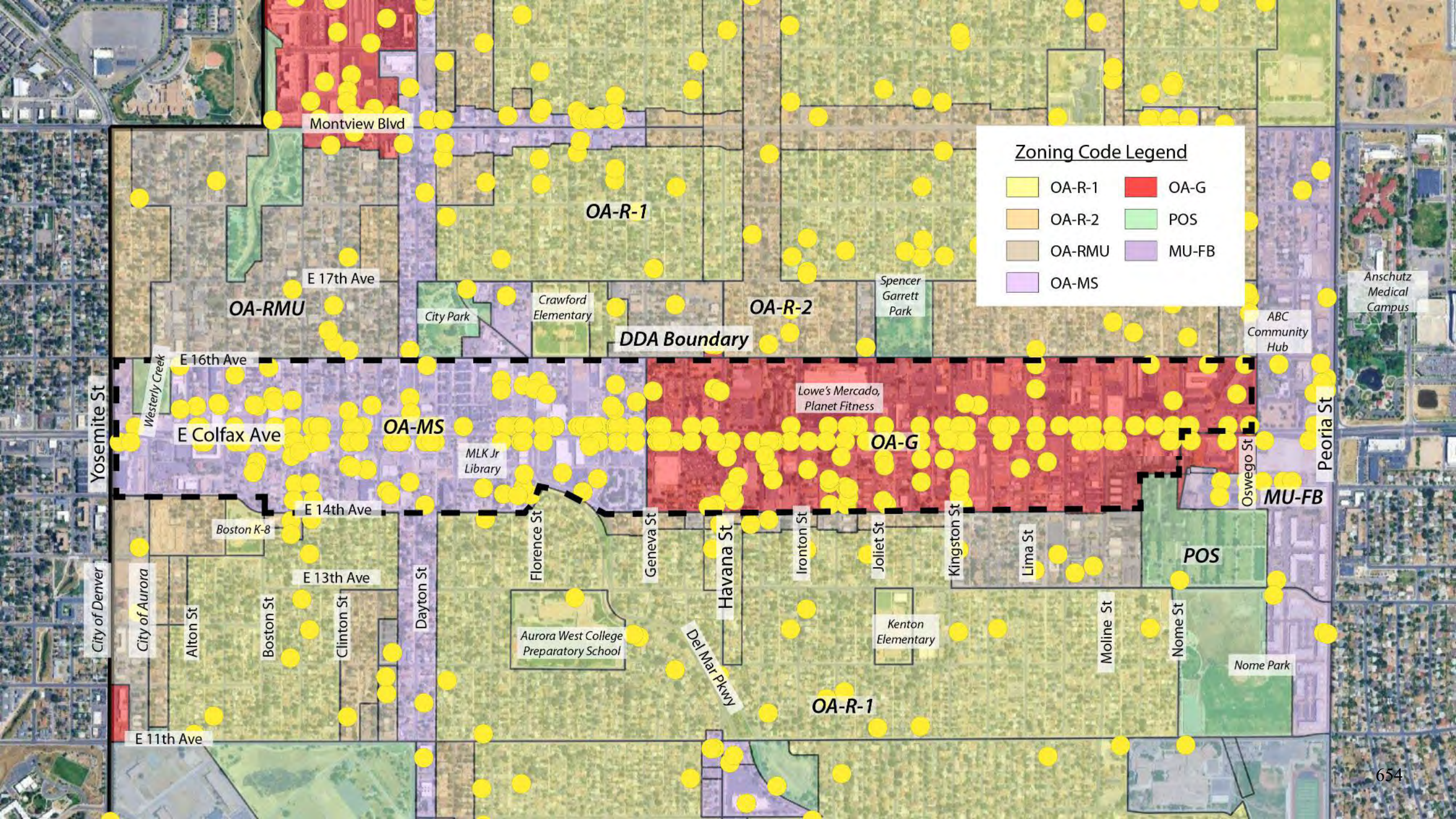
DOWNTOWN DEVELOPMENT AUTHORITY	COMMUNITY DEVELOPMENT CORPORATION
A special district focused on supporting the East Colfax core. • Focus: safety, infrastructure, small business support, housing, and economic development in the district. • Funded primarily through Tax Increment Financing (TIF). TIF is *not* a new tax.	**A partner that can diversify funding and operate beyond the DDA boundaries.** • Focus: housing, economic development, and coordination around area-wide issues. • Funded through grants, philanthropy, and a self-sustaining real estate strategy.

What happens in the greater area affects the success of the DDA, and vice versa.
(especially topics such as safety, mobility, employment, etc.)

DDA BOUNDARIES

REQUIREMENTS & CONSIDERATIONS

- Per state statute, DDA must be located in traditional "central business district"
- Key data: Zoning, land use, and concentration of businesses
- Where can DDA have greatest impact?
- DDA can grow over time as adjacent properties opt in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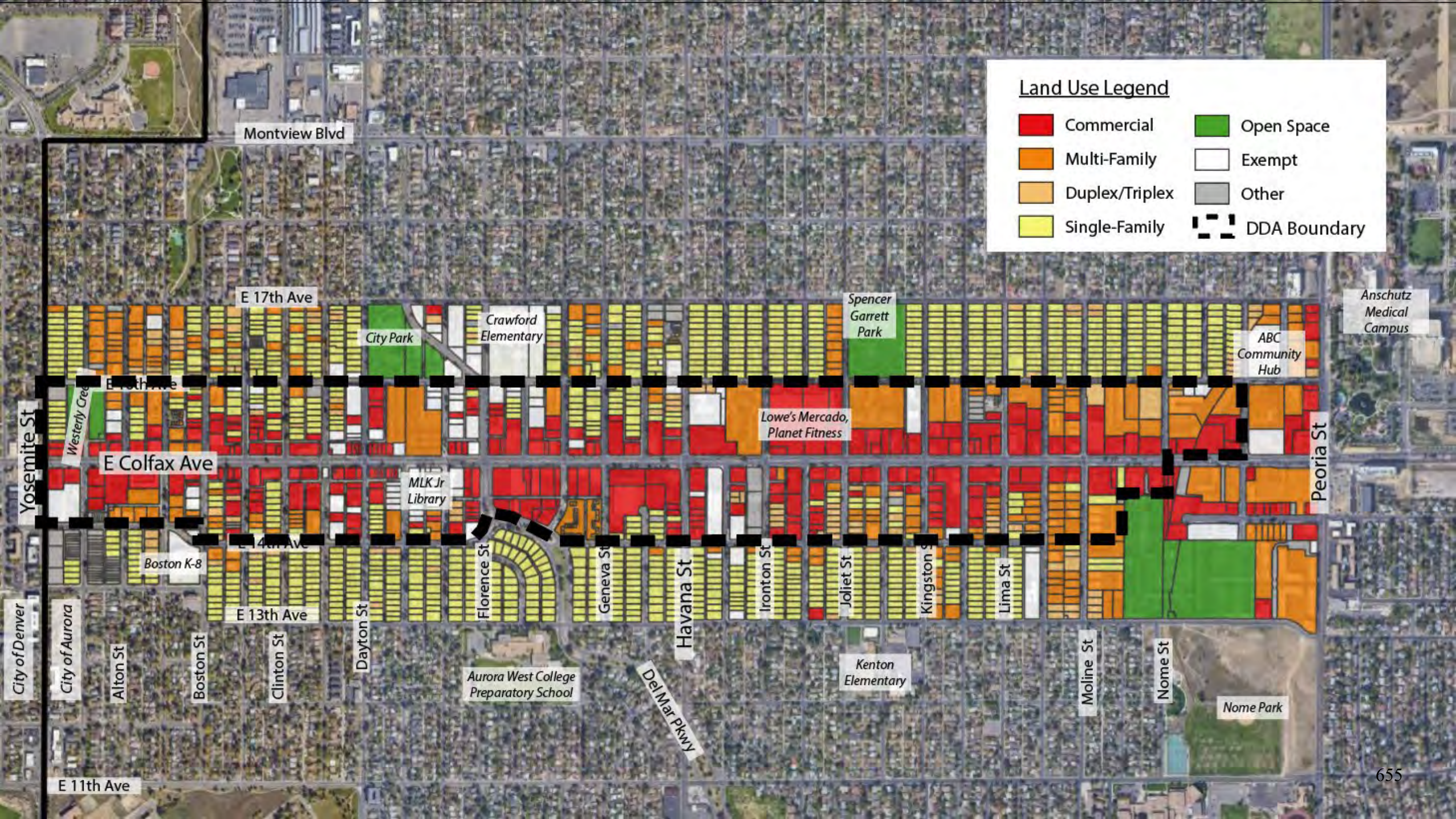
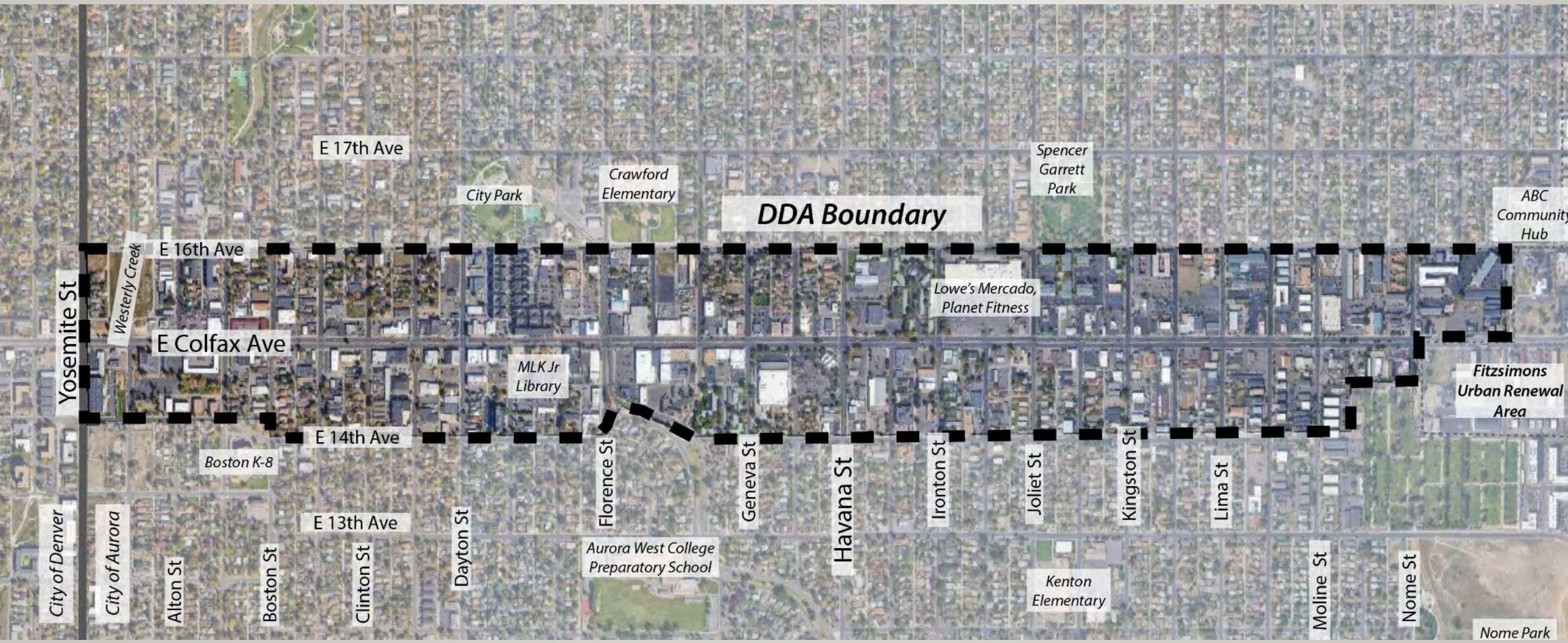
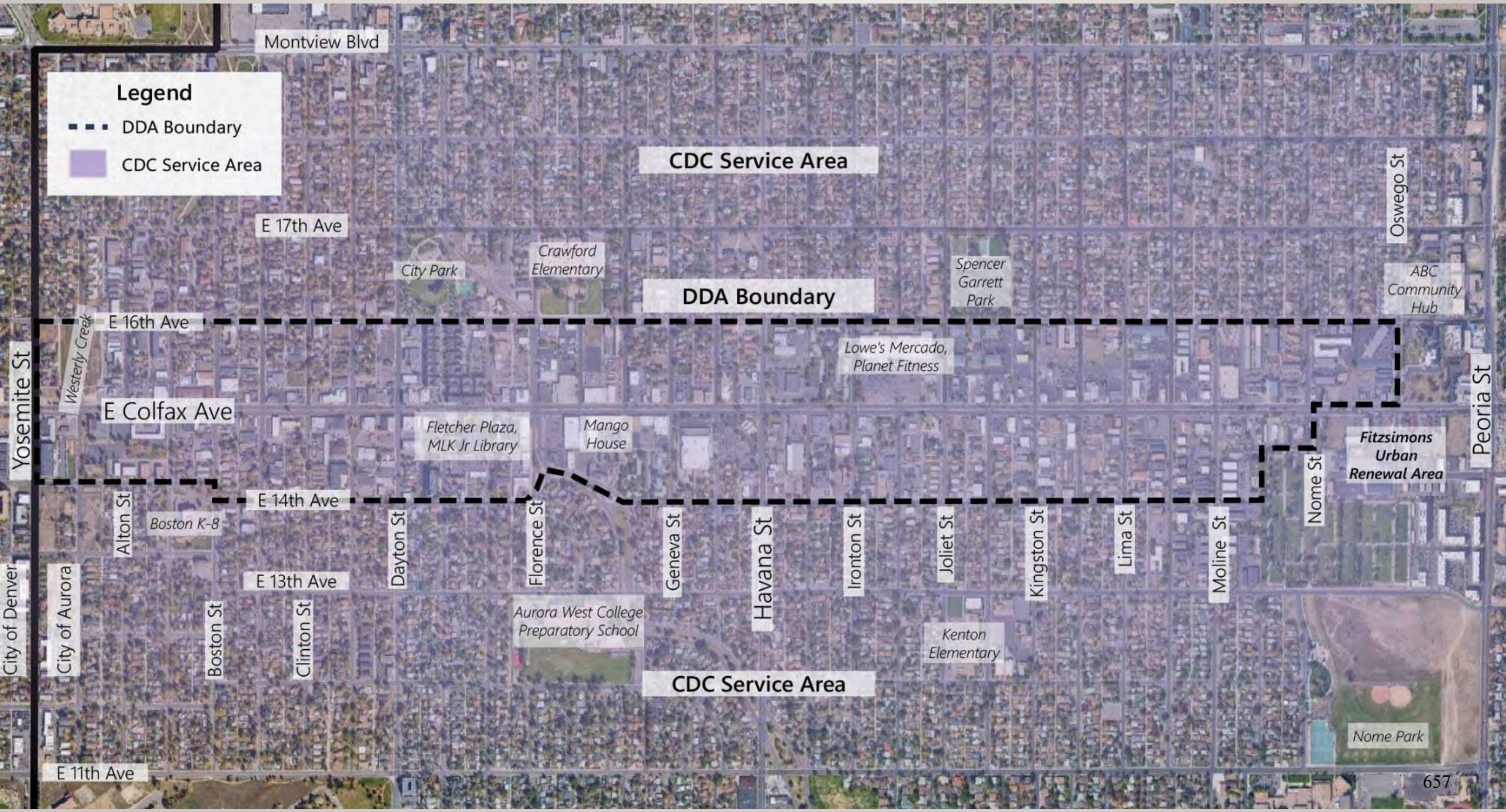
OA-R-2
OA-RMU
OA-MS
OA-G
POS
MU-FB
Montview Blvd
E 17th Ave
E 16th Ave
E Colfax Ave
E 14th Ave
E 13th Ave
E 11th Ave
OA-R-1
OA-R-2
OA-RMU
OA-MS
OA-G
POS
MU-FB
DDA Boundary
City Park
Crawford Elementary
Spencer Garrett Park
ABC Community Hub
Anschutz Medical Campus
Lowe's Mercado, Planet Fitness
MLK Jr Library
Boston K-8
Aurora West College Preparatory School
Kenton Elementary
Nome Park
Westerly Creek
Yosemite St
City of Denver
City of Aurora
Alton St
Boston St
Clinton St
Dayton St
Florence St
Geneva St
Havana St
Ironton St
Joliet St
Kingston St
Lima St
Del Mar Pkwy
Moline St
Nome St
Oswego St
Peoria St


Land Use Legend
Commercial
Multi-Family
Duplex/Triplex
Single-Family
Open Space
Exempt
Other
DDA Boundary
Montview Blvd
E 17th Ave
City Park
Crawford Elementary
Spencer Garrett Park
Anschutz Medical Campus
ABC Community Hub
Westerly Creek
Yosemite St
E Colfax Ave
Lowe's Mercado, Planet Fitness
Peoria St
MLK Jr Library
Boston K-8
E 13th Ave
Florence St
Geneva St
Havana St
Ironton St
Joliet St
Kingston St
Lima St
City of Denver
City of Aurora
Alton St
Boston St
Clinton St
Dayton St
Aurora West College Preparatory School
Del Mar Pkwy
Kenton Elementary
Moline St
Nome St
Nome Park
E 11th Ave


DDA Boundary
E 17th Ave
E 16th Ave
E Colfax Ave
E 14th Ave
E 13th Ave
Yosemite St
Westerly Creek
City Park
Crawford Elementary
Spencer Garrett Park
ABC Community Hub
Lowe's Mercado, Planet Fitness
MLK Jr Library
Fitzsimons Urban Renewal Area
Boston K-8
Florence St
Geneva St
Havana St
Ironton St
Joliet St
Kingston St
Lima St
Moline St
Nome St
Nome Park
Dayton St
Aurora West College Preparatory School
Kenton Elementary
City of Denver
City of Aurora
Alton St
Boston St
Clinton St


Legend
DDA Boundary
CDC Service Area
Montview Blvd
CDC Service Area
E 17th Ave
Oswego St
City Park
Crawford Elementary
Spencer Garrett Park
ABC Community Hub
DDA Boundary
E 16th Ave
Lowe's Mercado, Planet Fitness
Yosemite St
Westerly Creek
E Colfax Ave
Fletcher Plaza, MLK Jr Library
Mango House
Fitzsimons Urban Renewal Area
Peoria St
E 14th Ave
Nome St
Alton St
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Dayton St
Florence St
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City of Denver
City of Aurora
E 13th Ave
Boston St
Clinton St
Aurora West College Preparatory School
Kenton Elementary
CDC Service Area
Nome Park
E 11th Ave

DDA ELECTIONS & GOVERNANCE

VOTING IN A DDA

- Qualified electors: People who are **registered to vote in Colorado** who **own property**, **lease property**, or are **residents** within the proposed district boundary of the DDA.
- Registered voter **residents** automatically receive a ballot.
- **Entities** (businesses, property owner LLCs, etc.) must submit a form designating a registered voter to vote on their behalf and request a ballot.
- Requires **concerted effort** to each qualified electors, educate them about ballot questions, and share info of how to vote.
- City can help **share information**, but cannot advocate for or against.

GOVERNANCE

LEGAL REQUIREMENTS

- **5-to-11-member board**
- Must be a **business, resident, or property owner** within the DDA
  - A **manager, agent, or employee** of a business in the DDA is also eligible.
- The **majority** of board members must either **live** or **own property** within the DDA
- One member of the board must be a **City Councilmember**
  - No other city employee or elected official is allowed
- **Appointed by city council**, usually from slate of recommendations

TIMELINE: DDA FORMATION & STARTUP



City council adopts ordinance putting questions on ballot: Creation of DDA, authorizing TIF, and/or debt, and/or mills (all separate questions).

Campaign to spread awareness and understanding of vote among qualified electors.

Council appoints DDA Board.

Board proposes & Council approves **Plan of Development.** DDA *cannot* use TIF or do any project until PoD adopted.

Board decides posting place for meeting notices and agendas at 1st meeting, adopts other bylaws and procedures.

Board creates and Council approves yearly **operating plan and budget.**

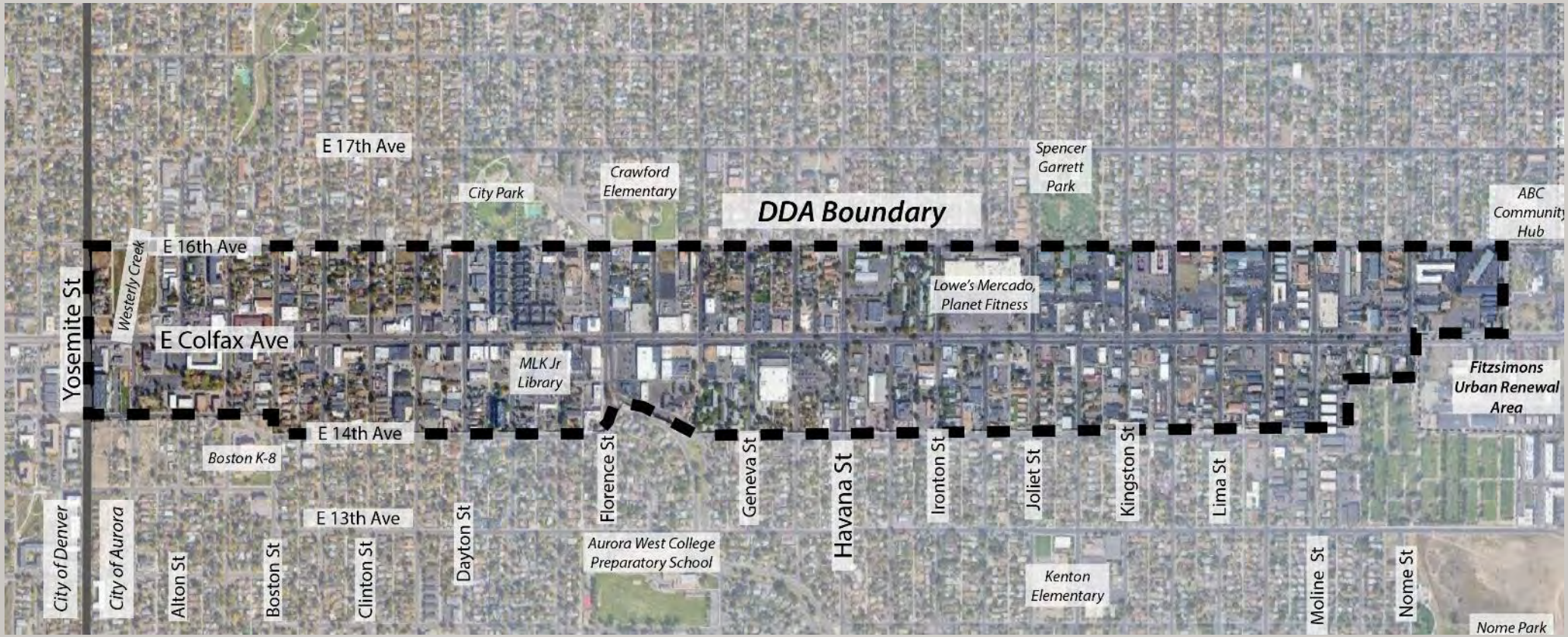
NEXT STEPS

ELECTION PREPARATION & COORDINATION

- Briefings with taxing entities
- Community engagement and education, outreach to potential electors
- Second draft of Vision and Action Plan (Plan of Development)
- Nov. 4th DDA election

Estimate of Qualified Electors

Type	Count
Registered voters	~1,500
Lessees (business licenses)	~300
Properties	690
Total	**~2,500**



ADDITIONAL BACKGROUND

DDAs AND CDCs

DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

- Governed by state statute
- Includes commercial and residential property
- Owners, residents, and tenants within district vote to create
- Led by Council-appointed board of 5 to 11 members
- Mainly funded by Tax Increment Financing (TIF) which allows district to keep future increases in sales/property taxes
- Optional added tax for operations
- Focus: re/development, infrastructure, economic vitality



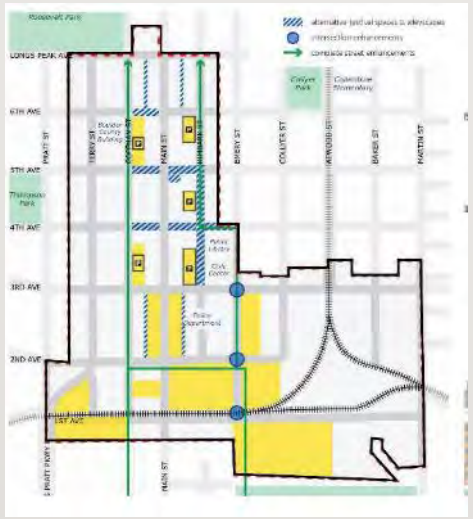
WHAT OTHER COMMUNITIES HAVE DDAs?



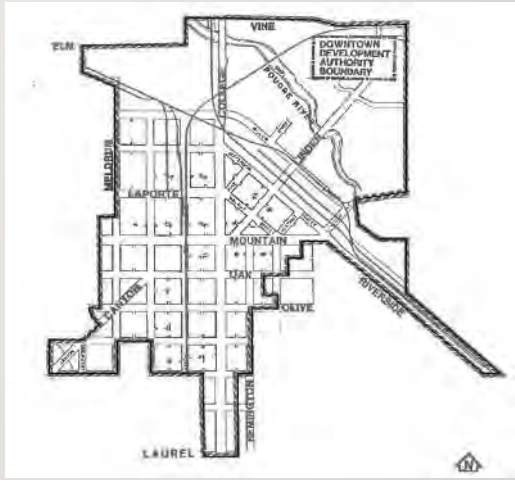
CASTLE ROCK



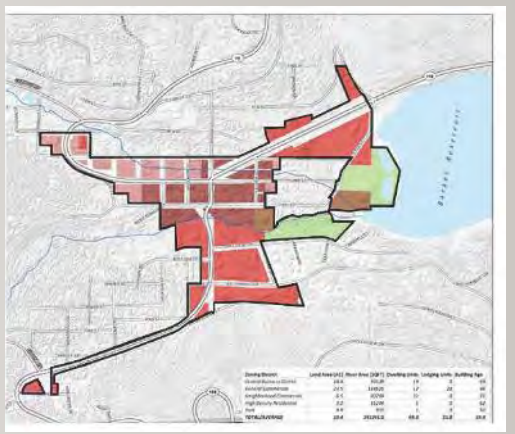
COLORADO SPRINGS



LONGMONT



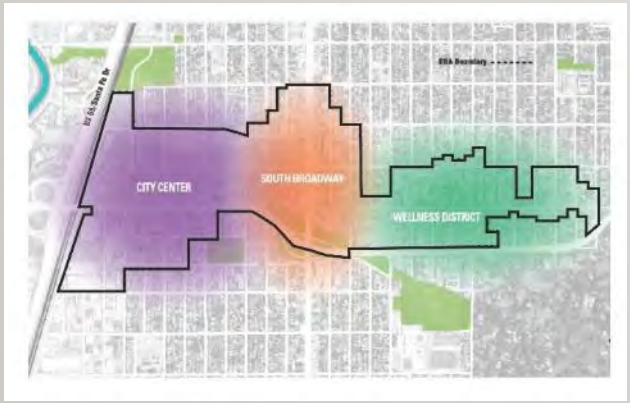
FORT COLLINS



NEDERLAND



LITTLETON



ENGLEWOOD



GOLDEN



GRAND JUNCTION



GLENWOOD SPRINGS

COMMUNITY DEVELOPMENT CORPORATION (CDC)

- Nonprofit organizations created to support and revitalize communities
- Provide services such as:
  - Business support, job training, economic development
  - Affordable housing construction/preservation
  - Community vitality, healthcare, education
- Governance is community-based, board members can include residents
- Funding: grants and donations, self-sustaining business plans
- Can buy/own/develop real estate and create community-owned assets
- Formed by incorporation as 501c3, create bylaws, identify initial seed funding and board





Example: NEWSED (Denver)

EXAMPLE: MULTIPLE ORGANIZATIONS WORKING TOGETHER

Colorado Springs

Downtown Partnership

- 501c4
- Membership of businesses, non-profits, and individuals
- Lead by board and advisory council; 9 staff
- Provides advocacy and a unified voice
- Diversifies funding options

Downtown Ventures

- 501c3
- Runs Creative District activities and community events/programs

BIDs

- Focused on marketing and downtown environment
- Contracts Partnership to implement work

DDA

- Focused on economic vitality and development
- Contracts Partnership to implement work

CITY OF AURORA
Council Agenda Commentary

Item Title: Cottonwood Creek Metropolitan District Nos 3 – 10 Service Plan and Amendment (Resolution)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services /Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 6/23/2025

Regular Meeting: 7/14/2025

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)

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/5/2025

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

The Cottonwood Creek Metropolitan District Nos. 1-5 ("Original Cottonwood Creek Districts") are located in Arapahoe County at the southeast corner of E. Jewell Ave. and S. Monaghan Rd. The Original Cottonwood Creek Districts were established to finance the construction of the public improvements for the use and benefit of the inhabitants and taxpayers of the Districts for the project known as Cottonwood Creek. City Council first approved a service plan in July of 2014 and the Districts were organized in June of 2015. The Districts service area consists of approximately 1,267 acres. The property that the Districts serve is being developed for mixed use commercial residential purposes and there are no residents residing within or owning property within the Districts. When the service plan was approved the Cottonwood Creek project was under single ownership with the intention of using the Original Cottonwood Creek Districts to undertake the financing and construction of the entire 1,267 acre project at the same time.

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

The purpose of this legislative action is to amend the service plan for Cottonwood Creek Metropolitan District Nos. 3-5 and to approve a service plan for the newly created Cottonwood Creek Metropolitan District Nos. 6-10. Recently, approximately 660 acres of the Cottonwood Creek project was sold to a developer that is unrelated to the developer of the Original Cottonwood Creek Districts. As a result of the diversity of landownership, the development, financing, and construction of the Cottonwood Creek project may now occur at different times. This necessitates a change to the metropolitan district arrangement. Cottonwood Metropolitan District Nos 1 & 2 will serve the property of the original landowner and remain unchanged and operate under the original service plan. Cottonwood Creek Metropolitan District Nos. 3-10 will serve the property of the new landowner. The creation of the new District Nos. 6-10 and the service plan amendment to District Nos. 3-5 is multifaceted and includes: an update to the current model service plan, an update to the debt limit and estimated costs for public improvements for the new land owner's development plans, and an update to the estimated built-out population. The service plan comports to the City's model service plan. The project is expected to consist of residential and commercial uses.

FISCAL IMPACT

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

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

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the ordinance and wish to forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council. (Rulla)

RESOLUTION NO. R2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR COTTONWOOD CREEK METROPOLITAN DISTRICT NOS. 3-5 AND THE SERVICE PLAN FOR COTTONWOOD CREEK METROPOLITAN DISTRICT NOS. 6-10 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICTS

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), has adopted Chapter 122 of the City's Municipal Code (the "Code"), which Chapter establishes procedures for the review and approval of proposals to modify service plans for Title 32 special districts located within the City's boundaries; and

WHEREAS, the City Council previously approved the Service Plan for the Cottonwood Creek Metropolitan District Nos. 1-5 on July 28, 2014 (the "Original Service Plan"); and

WHEREAS, the property within the Districts was originally anticipated to be developed by the same developer with the need for cohesive and coordinated services among the Districts; and

WHEREAS, a different builder recently purchased the property within Creek Metropolitan District Nos. 1 and 2 and no longer has the desire or need for coordinated services with Creek Metropolitan District Nos. 3-5; and

WHEREAS, the Districts are seeking to bifurcate the Original Service Plan in order to better serve the development needs of the property located within the District's boundaries; and

WHEREAS, shall change the terms of the Original Service Plan, as may be amended, as it relates to the Cottonwood Creek Metropolitan District Nos. 1 and 2; and

WHEREAS, Cottonwood Creek Metropolitan District No. 1 and Cottonwood Creek Metropolitan District No. 2 have consented to the bifurcation of the Original Service Plan; and

WHEREAS, District Nos. 6-10 are organizing for the first time, in order to promote the goals of the development as a whole; and

WHEREAS, there are currently no residents residing within or owning property within the Districts and the project is being developed for mixed use commercial and residential purposes; and

WHEREAS, the Amended and Restated Service Plan for Cottonwood Creek Metropolitan District Nos. 3-5 and Service Plan for Cottonwood Creek Metropolitan District Nos. 6-10 (the "Amended and Restated Service Plan") has been drafted in order to achieve the bifurcation of Cottonwood Creek Metropolitan District No. 1 and Cottonwood Creek Metropolitan District No. 2; and

WHEREAS, the Amended and Restated Service Plan complies with the City's current model service plan, as applicable; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Second Amended, Restated, and Consolidated Service Plan for the Districts; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Amended and Restated Service Plan should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the Districts for the purpose of assigning the relative rights and responsibilities between the City and the Districts with respect to certain functions, operations, and obligations of the Districts; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the Districts have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

b. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 District, within a reasonable time and on a comparable basis;

f. The facility and service standards of the Districts are compatible with the facility and service standards of the City;

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the Districts will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the Districts as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA 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 5. The Districts shall not be authorized to incur any bonded indebtedness until such time as the Districts have approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the Districts for the purpose of filing in the District Court of Arapahoe County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By:_____
BRIAN J. RULLA, Assistant City Attorney

Kristin J. Bowers, Esq.
Shareholder

303-858-1800

May 1, 2025

City of Aurora
Office of Development Assistance
Attn: Michael Kerrigan
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

RE: Cottonwood Creek Metropolitan District Nos. 3-10

Dear Mr. Kerrigan:

Enclosed for review by the City of Aurora (the "**City**"), please find the Amended and Restated Service Plan for Cottonwood Creek Metropolitan District Nos. 3-5 and Service Plan for Cottonwood Creek Metropolitan District Nos. 6-10 (the "**Service Plan**") for the Cottonwood Creek Metropolitan District Nos. 3- 10 (collectively, the "**Districts**"). Contact information for the relevant parties is as follows:

Legal Counsel	Kristin J. Bowers, Esq. WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Avenue, Ste. 2000 Centennial, CO 80122 (303) 858-1800 kbowers@wbapc.com
Petitioner	BOAC Cottonwood Property, LLC 4100 E. Mississippi Ave., Suite 5000 Glendale, CO 80246 Attn: Megan Waldschmidt

The Service Plan is being submitted as an amended and restated single service plan for District Nos. 3-5, which is currently governed by the Service Plan for the Cottonwood Creek Metropolitan District Nos. 1-5, as approved by the City Council on July 28, 2014, by Resolution No. R2014-44 (the "**Original Service Plan**"). This Amended and Restated Service Plan replaces and supersedes the Original Service Plan as it relates to District Nos. 3-5 only. Nothing in the Service Plan shall change the terms of the Original Service Plan, as may be amended, as it relates to the Cottonwood Creek Metropolitan District No. 1 ("**District No. 1**") or the Cottonwood Creek

Metropolitan District No. 2 ("**District No. 2**"). District No. 1 and District No. 2 have consented to the bifurcation of the Original Service Plan.

The Districts are seeking to bifurcate the Original Service Plan in order to better serve the development needs of the property located within its boundaries. There are currently no residents residing within or owning property within the Districts and the project is being developed for mixed use commercial and residential purposes. The property was originally anticipated to be developed by the same developer with the need for cohesive and coordinated services among the Districts. However, a different builder recently purchased the property and no longer has the desire or need for coordinated services with District Nos. 1 and 2.

District Nos. 6-10 are organizing for the first time, in order to promote the goals of the development as a whole. It is the petitioner's understanding that the City does not consider it feasible or practicable to provide the services or facilities necessary to support the Project. There are currently no other governmental entities located in the immediate vicinity of the Districts that have either the ability or desire to undertake the design, financing, and construction of the public improvements needed for the Project. Formation of District Nos. 6-10 is necessary in order that the public improvements be provided in the most efficient and economical manner possible. The Petitioner has begun discussions with the City Planning Department about future development plans for the Project.

In order to achieve the bifurcation of District Nos. 3-5 and the organization of District Nos. 6-10, the Service Plan was drafted as an Amended and Restated Service Plan for Cottonwood Creek Metropolitan District Nos. 3-5 and Service Plan for Cottonwood Creek Metropolitan District Nos. 6-10. This will allow all Districts contained within the property to operate under one Service Plan.

The proposed service plan is an exact copy of the appropriate Aurora model service plan and any and all changes from the model are clearly identified. The debt limits reported in Sections V.A.10. (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) do not include any debt associated with regional improvements as described in the last sentence of VI.C. Any modifications to the form are a result of clarity related to financial provisions.

Cottonwood Creek Metropolitan District Nos. 3-10	Public Improvements	Debt Limit	Debt Limit Includes ARI?	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1st Year Operating and Maintenance
(Location in Service Plan)	V.B	V.A.10	Transmittal Letter	VI.C	Calculate	VII.I	VII.I
Estimates/Limitations	$256,987,412	$330M	No	$333M	$330M	$150,000	$150,000
Totals	N/A	N/A	N/A	N/A	N/A	N/A	N/A

As you are aware, our office is also working with the City on amendments to service plans for other clients. While not related, it's our understanding that the City and the districts within the City have a desire for uniform provisions and we would like to propose that the Service Plan for

the Districts be processed in conjunction with other proposed amendments being submitted to the City.

A check with the application fee has been mailed to your office. Should you have any questions or concerns regarding this letter or the Service Plan, please do not hesitate to contact me at your earliest convenience.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

Kristin J. Bowers, Esq.

cc: Board of Directors, Cottonwood Creek Metropolitan District Nos. 3-5

AMENDED AND RESTATED

SERVICE PLAN

FOR

COTTONWOOD CREEK METROPOLITAN DISTRICT NOS. 3-5

AND

SERVICE PLAN

FOR

COTTONWOOD CREEK METROPOLITAN DISTRICT NOS. 6-10

CITY OF AURORA, COLORADO

Prepared

by

WHITE, BEAR, ANKELE, TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

Approved _____, 2025

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EXHIBIT C-1	Initial Districts Boundary Maps
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Notice of Special District Disclosure
EXHIBIT E	Intergovernmental Agreement between the Districts and Aurora

I. INTRODUCTION

A. Background.

On July 28, 2014, by Resolution No. R2014-44, the City approved the Service Plan (the "**Original Service Plan**") for Cottonwood Creek Metropolitan District Nos. 1-5 (the "**Cottonwood Districts**").

At the time of City approval of the Original Service Plan it was anticipated that the Cottonwood Districts would collectively undertake the financing and construction of the Public Improvements (as defined in the Original Service Plan), and that the Cottonwood Districts share certain Public Improvement costs. As a result of the sale of approximately 660.482 +/- acres of land located within the Service Plan Area (the "**BOAC Property**"), there is a diversity of property ownership in the Cottonwood Districts. Upon information and belief, Cottonwood Creek Investors, LLC owns the remaining approximately 583.445 +/- acres of land located within the Original Service Plan area (the **"CCI Property**"). As a result of such diversity of property ownership, the Cottonwood Districts have determined that development of the project and financing and construction of the Public Improvements may occur at different times. The Cottonwood Districts have determined that Cottonwood Creek District Nos. 1 and 2 ("**District Nos. 1 and 2**") will serve the CCI Property and Cottonwood Creek Metropolitan District Nos. 3-10 (the "**Districts**") will serve the BOAC Property.

The Original Service Plan contains a combined total aggregate debt limit for all of the Cottonwood Districts of $220,000,000. On April 4, 2025, the Cottonwood Districts entered into a Service Plan Debt Allocation Agreement ("**Cottonwood Districts IGA**"). Pursuant to the Cottonwood Districts IGA, the Cottonwood Districts agreed on the allocation of the total aggregate debt limit contained within the Original Service Plan. Simultaneously with the City's approval of this Service Plan, the Cottonwood Districts intend on amending the Cottonwood Districts IGA to terminate the provisions as it relates to the debt allocation, as the Districts combined debt authorization will be governed by this Service Plan.

As a result of the diversity of property ownership and differing plans and timing for development, the Districts and District Nos. 1 and 2 desire to operate independently from one another. This Amended and Restated Service Plan for Cottonwood Creek Metropolitan District Nos. 3-5 and Service Plan for Cottonwood Creek Metropolitan District Nos. 6-10, (the "**Service Plan**") is in compliance with the Special District Act. The Districts are requesting approval of this Service Plan to conform with the new City Model Service Plan, update the financial and capital plans to reflect current development plans and costs, and to remove references to District Nos. 1 and 2. District Nos. 1 and 2 consent to this Service Plan and upon approval by the City, shall operate independently under the Original Service Plan until such time as the City approves an amended and restated service plan(s) governing just District Nos. 1 and 2.

B. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the City only insofar as they may deviate in a

material matter from the requirements of the Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

This Service Plan replaces and supersedes the Original Service Plan as it relates to the Districts only. Nothing in this Service Plan shall change the terms of the Original Service Plan, as may be amended, as it relates to District Nos. 1 or 2.

C. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

D. Objective of the City Regarding Districts Service Plan.

The City's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if any District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21st) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of one District or the boards of directors of all Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which any District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

Cottonwood Districts: means the Cottonwood Creek Metropolitan District Nos. 1 through 5

District: means any one of the Cottonwood Creek Metropolitan District No. 3 through 10.

District No. 1: means the Cottonwood Creek Metropolitan District No. 1.

District No. 2: means the Cottonwood Creek Metropolitan District No. 2.

District No. 3: means the Cottonwood Creek Metropolitan District No. 3.

District No. 4: means the Cottonwood Creek Metropolitan District No. 4.

District No. 5: means the Cottonwood Creek Metropolitan District No. 5.

District No. 6: means the Cottonwood Creek Metropolitan District No. 6.

District No. 7: means the Cottonwood Creek Metropolitan District No. 7.

District No. 8: means the Cottonwood Creek Metropolitan District No. 8.

District No. 9: means the Cottonwood Creek Metropolitan District No. 9.

District No. 10: means the Cottonwood Creek Metropolitan District No. 10.

Districts: means District No. 3 and District Nos. 4, 5, 6, 7, 8, 9, and 10, collectively, and excluding District Nos. 1 & 2.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the initial boundaries of the Districts.

Maximum Debt Mill Levy: means the maximum mill levy any of the Districts is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Operations and Maintenance Mill Levy: means the mill levy the Districts project to impose for payment of administration, operations, and maintenance costs as set forth in the Financial Plan in Section VII below.

Operating District: means District No. 5.

Original Service Plan: means the Service Plan for the Cottonwood Creek Metropolitan District Nos. 1-5, as approved by the City Council on July 8, 2014, by Ordinance No. 2014-44.

Project: means the development or property commonly referred to as Cottonwood Creek.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of one or more of the Districts.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this Amended and Restated Service Plan for District Nos. 3-5 and Service Plan for District Nos. 6-10 approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

Taxing District: means District Nos. 3, 4, 6, 7, 8, 9 and 10.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately One Hundred and-Ninety-One (190) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately Four Hundred and Seventy-Six (476) acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 661 acres of proposed residential and commercial land. The current assessed valuation of the Service Area is $13,395 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the Districts at build-out is estimated to be approximately persons based on 3,164 residential units with 7,910 residents per dwelling unit.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein. Any power or authority granted to the board of county commissioners pursuant to the Special District Act shall be deemed to be granted to the City Council without reservation or limitation.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this Service Plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without any intergovernmental agreement with the City, provided that any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall

be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of Three Hundred and Thirty Million Dollars ($330,000,000) in the aggregate, exclusive of refundings and refinancings of previously issued Debt; provided however, that any Debt issued by the Districts for Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI and the foregoing shall not include the principal amount of Debt which has been refunded or refinanced. The Debt limitation shall also not apply to a District's pledge of Fees or its property tax or specific ownership tax revenues derived from its mill levies to one or more of the other Districts or an authority created by one or more of the Districts and/or the City.

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one of the other Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

16. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in Sections V.A.1-15 above or in Section VII.B-G shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance as allowed by IGA and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan and/or an approved IGA. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Two Hundred Fifty-Six Million Nine Hundred Eighty-Seven Thousand Four Hundred Twelve Dollars and Eighty-Five Cents ($256,987,412.85)

All of the Public Improvements will be designed in such a way as to ensure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of this Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend this Service Plan.

VI. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

A. If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning,

designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of this Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B, or C set forth above, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The Districts shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Three Hundred and Thirty Million Dollars ($330,000,000) pursuant to agreements as described in VI.A, B, or C above and the foregoing shall not include the principal

amount of Debt which has been refunded or refinanced.. Such limit is not subject to the Total Debt Issuance Limitation described in section VII below.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed Three Hundred and Thirty Million Dollars ($330,000,000) (exclusive of Debt issued for Regional Improvements described in Section VI above) and the foregoing shall not include the principal amount of Debt which has been refunded or refinanced. and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All Bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues

generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users as set for in Section VII.K below.

D. Maximum Debt Mill Levy Imposition Term.

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, for

residential property within a District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the Operating District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District. This Bond is not a debt or multi-fiscal year obligation of the City of Aurora.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the Districts' Boards.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the districts' organization and initial operations, are anticipated to be One Hundred Fifty Thousand Dollars ($150,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be One Hundred

Fifty Thousand Dollars ($150,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase their Operations and Maintenance Mill Levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Examination.

For districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the district, the district is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

Each of the Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued. The annual report shall include all information required pursuant to the Special District Act.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the Districts' rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the Districts Public Improvements as of December 31 of the prior year.

5. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The final assessed valuation of the Districts as of December 31 of the reporting year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the Districts financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the Districts to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

12. A copy of any intergovernmental agreements entered into by the Districts since the filing of the last annual report.

C. Miscellaneous.

At the request of the City, or any City representative, the Districts shall make available at no cost to the City, any document or information, including but not limited to budgets, audits, agreements, meeting minutes, and other financial or operational documents related to the Districts. Such documents shall be presented to the City within fifteen (15) days of such request.

IX. DISSOLUTION

Upon an independent determination of the City Council by resolution that the purposes for which the Districts were created have been accomplished and the City is satisfied that the City will not be responsible for any obligations formerly provided by the Districts, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE NOTICES AND MEETINGS

1. The District will provide the City with written notice of the date of hearing on its petition for organization filed with the district court.

2. The Districts will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of disclosure to all initial purchasers of property in the Districts that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy. The form of notice shall be substantially in the form of **Exhibit D** attached hereto; provided that such notice may be

modified by the District so long as a new notice is submitted to and approved by the City Manager prior to using such modified notice. Any modified notice will be expected to provide the following information:

a. General description and purpose(s) of the District.
b. Contact information for the District.
c. Website address for the District (once established per Section V.A.15).
d. District boundary map showing all lots within the District.
e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
f. List of all other taxing entities within the District boundaries and their current mill levies and associated taxes.
g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.
h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
j. Any and all Fees currently imposed on each residential property for each year the District is in existence.
k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

3. To ensure that potential residential buyers are educated about the District, the District will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

4. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the District boundaries are provided to potential purchasers of real property within the District as part of the seller's required property disclosures.

5. All special and regular District meetings shall be open to the public and shall be held at a location within the District boundaries, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District shall provide information on the District website accessible to all residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit E**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit E** at their first Board meeting after their organizational elections. Failure of the Districts to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit E** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

District No. 3 - Parcel A

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND, SITUATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T4S R65W S21/S22/S28/S27 2024 PLS 38864, IN RANGE BOX, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED EES T4S R65W 1/4 S22/S27 2017 PLS 24657, IN RANGE BOX, IS ASSUMED TO BEAR NORTH 89°25'15" EAST, A DISTANCE OF 2623.38 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 00°06'24" EAST, ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 30.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF EAST JEWELL AVENUE, AND THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING FOUR (4) COURSES;

1. NORTH 89°25'15" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 908.77 FEET;
2. DEPARTING SAID RIGHT-OF-WAY, SOUTH 00°34'45" EAST, A DISTANCE OF 495.59 FEET;
3. SOUTH 89°25'15" WEST, A DISTANCE OF 912.86 FEET, TO SAID WESTERLY LINE;
4. NORTH 00°06'24" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 495.60 FEET, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS AN AREA OF 451,387 SQUARE FEET OR 10.362 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS 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, PLS 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

District No. 3
Parcel B

LEGAL DESCRIPTION

A PARCEL OF LAND, SITUATED IN SECTION 27 AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED EES T4S R65W 1/4 S22/S27 2017 PLS 24657, IN A RANGE BOX, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T4S R65W S21/S22/S28/S27 2024 PLS 38834, IN A RANGE BOX, IS ASSUMED TO BEAR SOUTH 89°25'15" WEST, A DISTANCE OF 2623.38 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 00°13'46" EAST, ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 30.00 FEET, TO THE EXISTING SOUTHERLY RIGHT-OF-WAY OF EAST JEWELL AVENUE, AND THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING THIRTY-TWO (32) COURSES;

1. NORTH 89°25'04" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2623.64 FEET, TO THE EASTERLY LINE OF SAID NORTHEAST QUARTER;
2. SOUTH 00°21'10" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 2628.35 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED DO NOT DISTURB HOOS PLS 27269 T4S 1/4 S27/S26 R65W 1997 LAND SURVEY MONUMENT;
3. SOUTH 00°20'52" EAST, ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 2418.94 FEET;
4. DEPARTING SAID EASTERLY LINE, SOUTH 89°36'25" WEST, A DISTANCE OF 208.71 FEET;
5. SOUTH 00°20'52" EAST, A DISTANCE OF 208.71 FEET, TO THE NORTHERLY LINE OF AN EXISTING 60' WIDE PUBLIC RIGHT-OF-WAY;
6. SOUTH 89°36'25" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 776.58 FEET;
7. DEPARTING SAID RIGHT-OF-WAY, NORTH 00°20'52" WEST, A DISTANCE OF 59.03 FEET;
8. NORTH 89°36'29" EAST, A DISTANCE OF 550.10 FEET;
9. NORTH 00°18'58" WEST, A DISTANCE OF 500.00 FEET;
10. SOUTH 89°36'29" WEST, A DISTANCE OF 550.00 FEET;
11. NORTH 00°23'42" WEST, A DISTANCE OF 109.21 FEET;
12. SOUTH 89°34'44" WEST, A DISTANCE OF 626.79 FEET;
13. SOUTH 00°25'16" EAST, A DISTANCE OF 667.94 FEET, TO SAID RIGHT-OF-WAY;
14. SOUTH 89°36'25" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1023.85 FEET;
15. CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 89°36'32" WEST, A DISTANCE OF 2248.55 FEET;
16. DEPARTING SAID RIGHT-OF-WAY, NORTH 42°12'27" WEST, A DISTANCE OF 34.67 FEET;
17. NORTH 02°59'26" WEST, A DISTANCE OF 49.63 FEET;
18. NORTH 32°44'44" WEST, A DISTANCE OF 825.45 FEET;
19. NORTH 33°10'08" WEST, A DISTANCE OF 538.89 FEET;
20. NORTH 33°33'00" WEST, A DISTANCE OF 407.39 FEET;
21. NORTH 35°09'39" WEST, A DISTANCE OF 275.34 FEET;
22. NORTH 35°44'47" WEST, A DISTANCE OF 430.90 FEET;
23. NORTH 36°34'33" WEST, A DISTANCE OF 537.01 FEET;
24. NORTH 00°01'30" EAST, A DISTANCE OF 42.08 FEET, TO THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28;
25. NORTH 89°38'16" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 1331.79 FEET, TO THE WEST QUARTER CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER BRASS CAP, STAMPED CITY OF AURORA T4S R65W 1/4 26/27 1993 LS 15244, IN A RANGE BOX;

26. NORTH 00°06'24" WEST, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 335.79 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
27. DEPARTING SAID WESTERLY LINE, SOUTHEASTERLY, A DISTANCE OF 540.32 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 33°17'18", A CHORD BEARING OF SOUTH 16°45'03" EAST, AND A CHORD LENGTH OF 532.76 FEET, TO A POINT OF TANGENCY;
28. SOUTH 33°23'43" EAST, A DISTANCE OF 775.11 FEET;
29. NORTH 56°36'17" EAST, A DISTANCE OF 1348.46 FEET, TO A POINT OF CURVATURE;
30. NORTHEASTERLY, A DISTANCE OF 347.31 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 33°09'57", A CHORD BEARING OF NORTH 73°11'16" EAST, AND A CHORD LENGTH OF 342.48 FEET, TO A POINT OF TANGENCY;
31. NORTH 89°46'14" EAST, A DISTANCE OF 595.73 FEET, TO THE CETER QUARTER CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T4S R65W C1/4 S27 2024 PLS 38864;
32. NORTH 00°13'46" WEST, ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 2623.83 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS AN AREA OF 20,406,939 SQUARE FEET OR 468.479 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS 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, PLS 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

N:\Projects\Cottonwood Creek\CAD\Survey\Legals\Metro Districts\Submittal 05-08-2025\FUTURE INCLUSION JPH.docx

EXHIBIT A

LEGAL DESCRIPTIONS

PARCEL NO. 1

A PARCEL OF LAND, SITUATED IN THE WEST HALF OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED EES T4S R65W 1/4 S22/S27 2017 PLS 24657, IN RANGE BOX, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, STAMPED WESTWOOD T4S R65W S21/S22/S28/S27 2024 PLS 38864, IN RANGE BOX, IS ASSUMED TO BEAR SOUTH 89°25’15” WEST, A DISTANCE OF 2623.38 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 00°13'46" EAST, ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 30.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF EAST JEWELL AVENUE, AND THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING TEN (10) COURSES;

1. DEPARTING SAID RIGHT-OF-WAY, AND ALONG SAID EASTERLY LINE, SOUTH 00°13'46" EAST, A DISTANCE OF 2623.83 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T4S R65W C1/4 S27 2024 PLS 38864;

THENCE DEPARTING SAID EASTERLY LINE AND ALONG THE APPARENT CENTERLINE OF FUTURE EAST ILIFF AVENUE THE FOLLOWING THREE (3) COURSES;

2. SOUTH 89°46'14" WEST, A DISTANCE OF 595.73 FEET, TO A POINT OF CURVATURE;

3. SOUTHWESTERLY, A DISTANCE OF 347.31 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 33°09'57", A CHORD BEARING OF SOUTH 73°11'16" WEST, AND A CHORD LENGTH OF 342.48 FEET, TO A POINT OF TANGENCY;

4. SOUTH 56°36'17" WEST, A DISTANCE OF 1348.46 FEET, TO THE APPARENT CENTERLINE OF FUTURE MONAGHAN ROAD;

THENCE ALONG SAID APPARENT CENTERLINE THE FOLLOWING TWO (2) COURSES;

5. NORTH 33°23'43" WEST, A DISTANCE OF 775.11 FEET TO A POINT OF CURVATURE;

6. NORTHWESTERLY, A DISTANCE OF 540.32 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 33°17'18", A CHORD BEARING OF NORTH 16°45'03" WEST, AND A CHORD LENGTH OF 532.76 FEET, TO THE WESTERLY LINE OF SAID NORTHWEST QUARTER, AND A POINT OF TANGENCY;

7. NORTH 00°06'24" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1788.06 FEET;

8. DEPARTING SAID WESTERLY LINE, NORTH 89°25'15" EAST, A DISTANCE OF 912.86 FEET;

9. NORTH 00°34'45" WEST, A DISTANCE OF 495.59 FEET, TO SAID SOUTHERLY RIGHT-OF-WAY;

10. NORTH 89°25'15" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1714.68 FEET, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS AN AREA OF 7,175,283 SQUARE FEET OR 164.722 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS-OF-WAY OF WHATSOEVER NATURE.

PARCEL NO. 2

A PARCEL OF LAND, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED EES T4S R65W 1/4 S22/S27 2017 PLS 24657, IN RANGE BOX, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, STAMPED WESTWOOD T4S R65W S21/S22/S28/S27 2024 PLS 38864, IN RANGE BOX, IS ASSUMED TO BEAR SOUTH 89°25'15" WEST, A DISTANCE OF 2623.38 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 19°55'53" EAST, A DISTANCE OF 4890.54 FEET, TO THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING FOUR (4) COURSES;

1. SOUTH 00°19'23" EAST, A DISTANCE OF 668.25 FEET, TO THE NORTHERLY LINE OF AN EXISTING 60' WIDE PUBLIC RIGHT-OF-WAY;

2. SOUTH 89°36'25" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 625.64 FEET;

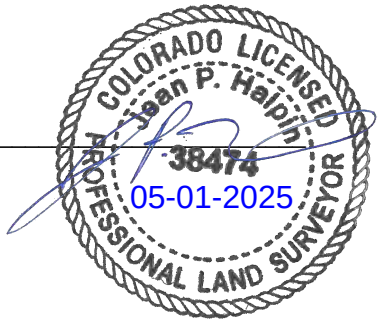
3. DEPARTING SAID NORTHERLY LINE, NORTH 00°25'16" WEST, A DISTANCE OF 667.94 FEET;

4. NORTH 89°34'44" EAST, A DISTANCE OF 626.79 FEET, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS AN AREA OF 418,368 SQUARE FEET OR 9.604 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS 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, PLS 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED DO NOT DISTURB DOUGLAS HOOS T4S R65W 1/4 S27/S26 1997 LAND SURVEY MONUMENT RLS 27269, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3 INCH DIAMETER BRASS CAP, STAMPED CITY OF AURORA T4S 27/26/34/35 R65W 1984 LS 16419, IN RANGE BOX, IS ASSUMED TO BEAR SOUTH 00°20’52” EAST, A DISTANCE OF 2657.65 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 09°16'01" WEST, A DISTANCE OF 2605.57 FEET, TO THE NORTHERLY LINE OF AN EXISTING PIPELINE RIGHT-OF-WAY AND APPURTENANCE EASEMENTS, AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER AT RECEPTION NOS. D7081630 AND D4050580, AND THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING FOUR (4) COURSES;

1. SOUTH 89°36'29" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 550.00 FEET, TO THE EASTERLY LINE OF SAID RIGHT-OF-WAY AND EASEMENT;

2. NORTH 00°18'58" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 500.00 FEET;

3. DEPARTING SAID EASTERLY LINE, NORTH 89°36'29" EAST, A DISTANCE OF 550.00 FEET;

4. SOUTH 00°18'58" EAST, A DISTANCE OF 500.00 FEET, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS AN AREA OF 275,000 SQUARE FEET OR 6.313 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS 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, PLS 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

EXHIBIT A

LEGAL DESCRIPTION

DISTRICT NOS. 6-10

A PARCEL OF LAND, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, STAMPED DO NOT DISTURB DOUGLAS HOOS T4S R65W 1/4 S27/S26 1997 LAND SURVEY MONUMENT RLS 27269, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A FOUND 3 INCH DIAMETER BRASS CAP, STAMPED CITY OF AURORA T4S 27/26/34/35 R65W 1984 LS 16419, IN A RANGE BOX, IS ASSUMED TO BEAR SOUTH 00°20’52” EAST, A DISTANCE OF 2657.65 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 00°20'52" EAST, ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2418.94 FEET, TO THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING FOUR (4) COURSES;

1. SOUTH 00°20'52" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 208.71 FEET, TO THE NORTHERLY LINE OF AN EXISTING 60’ WIDE PUBLIC RIGHT-OF-WAY;

2. SOUTH 89°36'25" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 208.71 FEET;

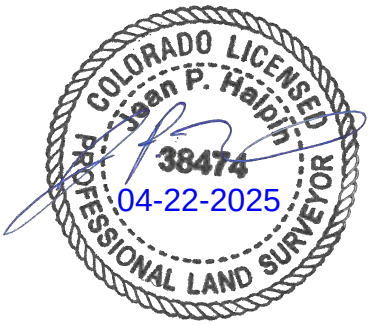
3. DEPARTING SAID RIGHT-OF-WAY, NORTH 00°20'52" WEST, A DISTANCE OF 208.71 FEET;

4. NORTH 89°36'25" EAST, A DISTANCE OF 208.71 FEET, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS AN AREA OF 43,560 SQUARE FEET OR 1.000 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS 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, PLS 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

EXHIBIT B

Aurora Vicinity Map

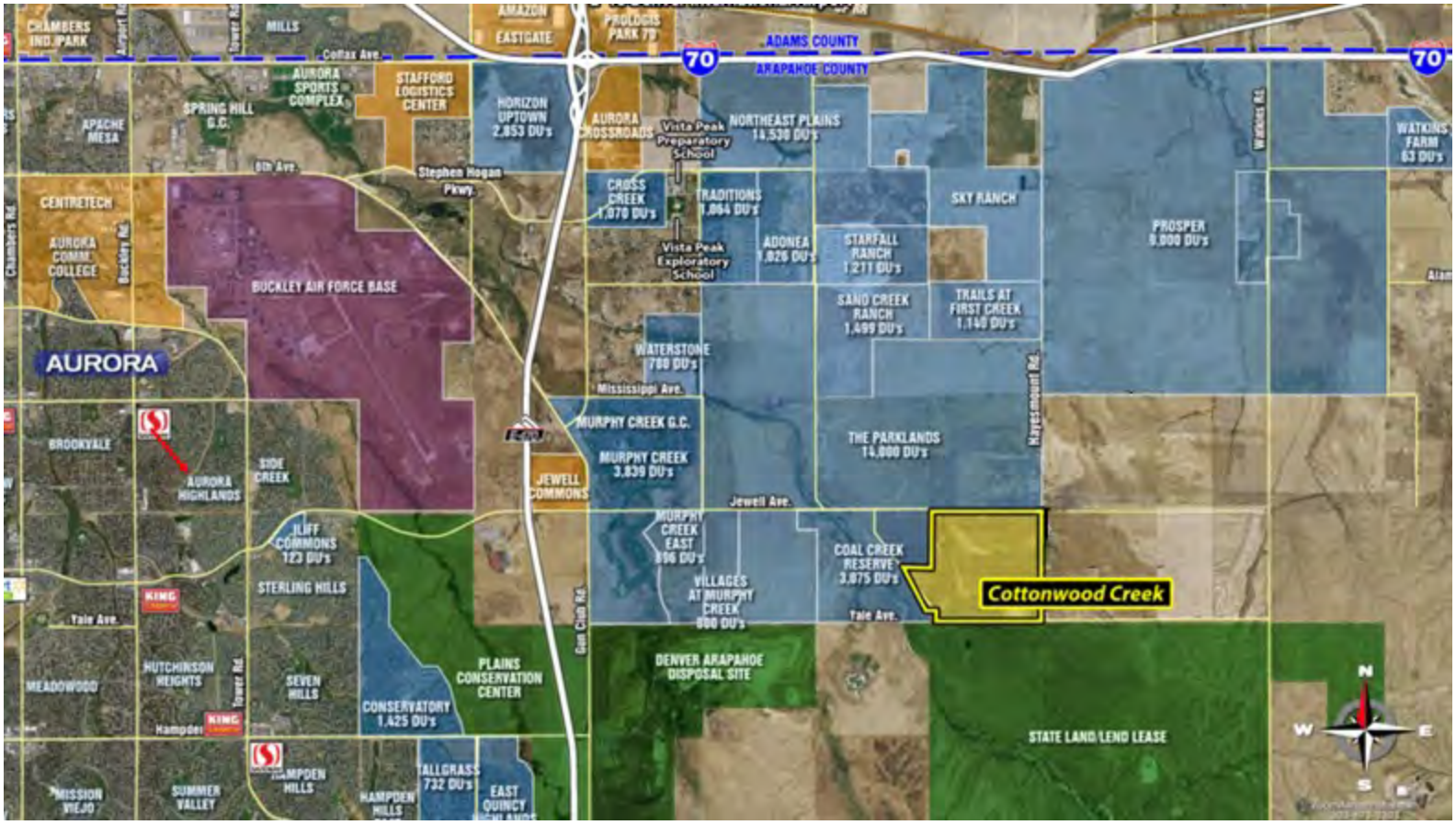
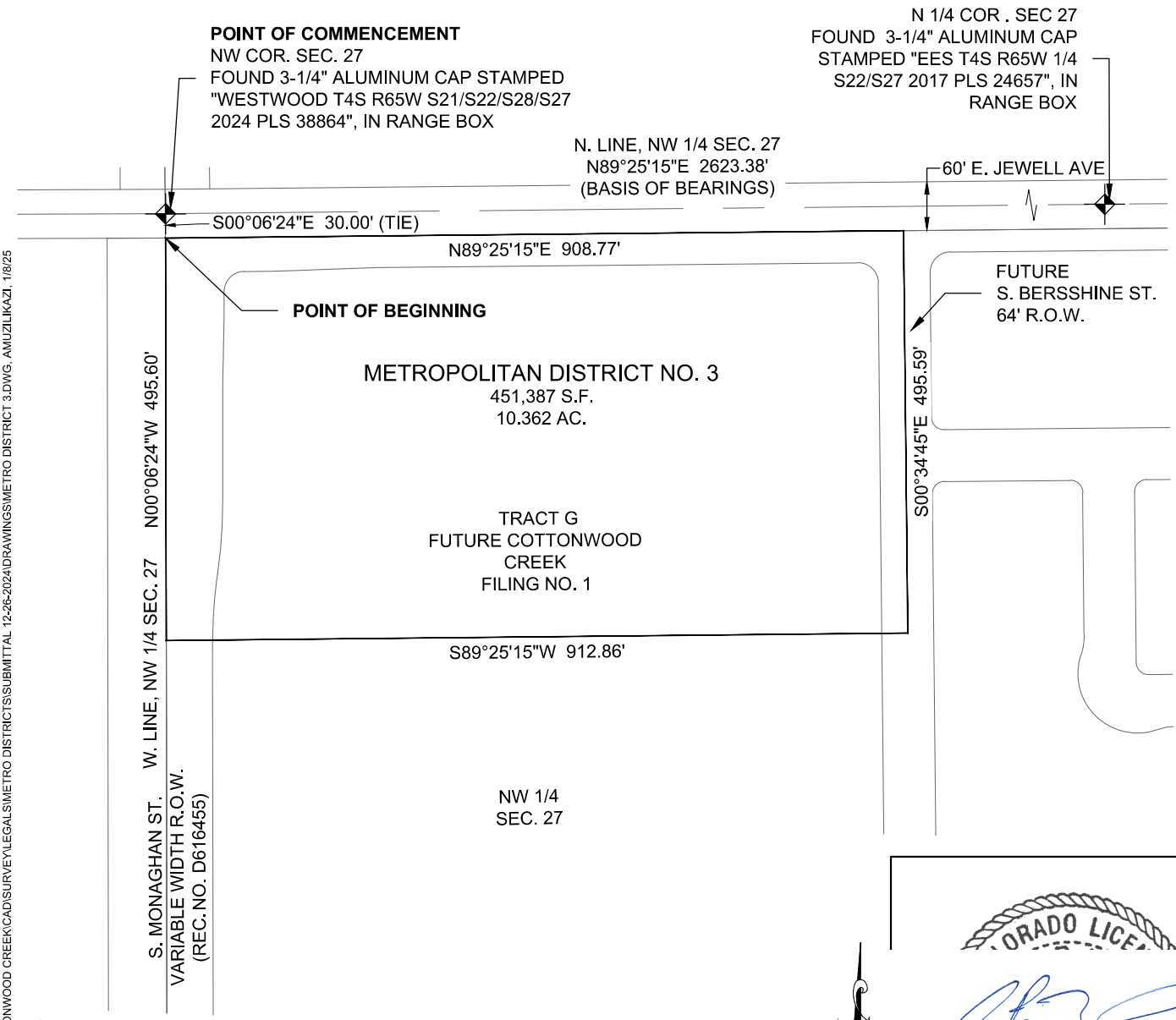

CHAMBERS IND. PARK
MILLS
Colfax Ave.
AMAZON
EASTGATE
PROLOGIS PARK 79
ADAMS COUNTY
ARAPAHOE COUNTY
70
70
AURORA SPORTS COMPLEX
STAFFORD LOGISTICS CENTER
HORIZON UPTOWN 2,853 DU's
AURORA CROSSROADS
Vista Peak Preparatory School
NORTHEAST PLAINS 14,530 DU's
WATKINS FARM 63 DU's
APACHE MESA
SPRING HILL G.C.
8th Ave.
Stephen Hogan Pkwy.
CROSS CREEK 1,070 DU's
TRADITIONS 1,864 DU's
SKY RANCH
CENTRETECH
AURORA COMM. COLLEGE
Buckley Rd.
Chambers Rd.
Vista Peak Exploratory School
ADONEA 1,826 DU's
STARFALL RANCH 1,211 DU's
PROSPER 9,000 DU's
BUCKLEY AIR FORCE BASE
SAND CREEK RANCH 1,499 DU's
TRAILS AT FIRST CREEK 1,140 DU's
AURORA
WATERSTONE 789 DU's
Mississippi Ave.
MURPHY CREEK G.C.
MURPHY CREEK 3,839 DU's
THE PARKLANDS 14,000 DU's
Havesmount Rd.
BROOKVALE
AURORA HIGHLANDS
SIDE CREEK
JEWELL COMMONS
Jewell Ave.
MURPHY CREEK EAST 896 DU's
COAL CREEK RESERVE 3,875 DU's
CLIFF COMMONS 123 DU's
STERLING HILLS
VILLAGES AT MURPHY CREEK 800 DU's
Cottonwood Creek
Yale Ave.
Gun Club Rd.
MEADOWOOD
HUTCHINSON HEIGHTS
SEVEN HILLS
PLAINS CONSERVATION CENTER
CONSERVATORY 1,425 DU's
DENVER ARAPAHOE DISPOSAL SITE
STATE LAND LEND LEASE
Tower Rd.
Hampden
MISSION VIEJO
SUMMER VALLEY
HAMPDEN HILLS
TALLGRASS 732 DU's
EAST QUINCY
N
W
E
S

EXHIBIT C-1

Initial Districts Boundary Maps

ILLUSTRATION FOR
EXHIBIT A



OWNER:
COTTONWOOD CREEK INVESTORS, LLC
A COLORADO LIMITED LIABILITY COMPANY
9750 WEST CAMBRIDGE PLACE
LITTLETON , CO 80127

200 100 0 200

SCALE: 1" = 200'

THE ABOVE DESCRIBED PARCEL CONTAINS 451,387 SQUARE FEET OR (10.362 ACRES) MORE OR LESS.

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

01-29-2025

N:\PROJECTS\COTTONWOOD CREEK\CAD\SURVEY\LEGALS\METRO DISTRICTS\SUBMITTAL 12-26-2024\DRAWINGS\METRO DISTRICT 3.DWG, AMUZILIKAZI, 1/8/25

METROPOLITAN DISTRICT NO. 3
NW 1/4, SECTION 27, T4S, R65W, 6TH P.M.
CITY OF AURORA,
ARAPAHOE COUNTY, COLORADO

SCALE: 1" = 200'	BY: AM	CK'D: JPH	DATE: 1/8/2025

Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
Westwoodps.com
Westwood Professional Services, Inc.
TEL: 720.482.9526

Parcel A


ILLUSTRATION FOR
EXHIBIT A
NW COR. SEC 27
FOUND 3-1/4" ALUMINUM CAP
STAMPED "WESTWOOD T4S
R65W S21/S22/S28/S27 2024
PLS 38864", IN RANGE BOX
(BASIS OF BEARINGS)
N. LINE, NW 1/4 SEC. 27
S89°25'15"W 2623.38'
POINT OF COMMENCEMENT
N 1/4 COR . SEC 27 FOUND 3-1/4" ALUMINUM
CAP STAMPED "EES T4S R65W 1/4 S22/S27
2017 PLS 24657", IN RANGE BOX
E. JEWELL AVE.
60' PUBLIC R.O.W.
S00°13'46"E 30.00' (TIE)
POINT OF BEGINNING
EX. 72' R.O.W.
REC. NO. D6151455
W. LINE NW 1/4 SEC. 27
NW 1/4
SEC. 27
E. LINE NW 1/4 SEC. 27
NE 1/4
SEC. 27
E. LINE NE 1/4 SEC. 27
W 1/4 COR. SEC 27
3-1/4" BRASS CAP STAMPED
"CITY OF AURORA T4S R65W
1/4 28/27 1993 LS 15244",
IN RANGE BOX
C 1/4 COR. SEC 27
FOUND 3-1/4" ALUMINUM CAP
STAMPED "WESTWOOD T4S
R65W C1/4 S27 2024 PLS 38864"
E 1/4 COR. SEC 27
FOUND 3-1/4" ALUMINUM CAP
STAMPED "DO NOT DISTURB
HOOS PLS 27269 T4S 1/4
S27/S26 R65W 1997 LAND
SURVEY MONUMENT"
SE 1/4
SEC. 27
20,406,939 S.F.
468.479 AC.
SURFACE USE
AGREEMENT
REC. NO. D6094781
EXCEPTION PARCEL
REC. NO. D6017133
SE 1/4
SEC. 28
SW 1/4
SEC. 27
E. LINE SE 1/4 SEC. 27
E. YALE AVE.
60' WIDE PUBLIC R.O.W.
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
L13
L14
L15
L16
L17
L18
L19
L20
L21
L22
L23
L24
L25
L26
L27
L28
L29
L30
C1
C2
OWNER:
BOAC COTTONWOOD PROPERTY, LLC
A DELAWARE LIMITED LIABILITY COMPANY
4100E. MISSISSIPPI AVE., STE 500
GLENDALE, CO 80246
1000 500 0 1000
SCALE: 1" = 1000'
THE ABOVE DESCRIBED PARCEL CONTAINS 20,406,939 SQUARE FEET OR (468.479 ACRES) MORE OR LESS.
THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.
COLORADO LICENSED
Jean P. Halpin
38474
05-08-2025
PROFESSIONAL LAND SURVEYOR
SECTION 27, AND SE 1/4, SECTION 28, T4S, R65W, 6TH P.M.
CITY OF AURORA,
ARAPAHOE COUNTY, COLORADO
SCALE: 1" = 1000'
BY: CWB
CK'D: JPH
DATE: 5/8/2025
Westwood
Westwoodps.com
Westwood Professional Services, Inc.
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
TEL: 720.482.9526

ILLUSTRATION FOR
EXHIBIT A

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	930.00'	31°17'18"	540.32'	S16°45'03"E	532.76'
C2	600.00'	33°09'57"	347.31'	N73°11'16"E	342.48'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°25'04"E	2623.64'
L2	S00°21'10"E	2628.35'
L3	S00°20'52"E	2418.94'
L4	S89°36'25"W	208.71'
L5	S00°20'52"E	208.71'
L6	S89°36'25"W	776.58'
L7	N00°20'52"W	59.03'
L8	N89°36'29"E	550.10'
L9	N00°18'58"W	500.00'
L10	S89°36'29"W	550.00'
L11	N00°23'42"W	109.21'
L12	S89°34'44"W	626.79'
L13	S00°25'16"E	667.94'
L14	S89°36'25"W	1023.65'
L15	S89°36'32"W	2248.55'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	N42°12'27"W	34.67'
L17	N02°59'26"W	49.63'
L18	N32°44'44"W	825.45'
L19	N33°10'06"W	538.89'
L20	N33°33'00"W	407.30'
L21	N35°09'39"W	276.34'
L22	N35°44'47"W	430.90'
L23	N36°34'33"W	537.01'
L24	N00°01'30"E	42.08'
L25	N89°38'16"E	1331.79'
L26	N00°06'24"W	335.79'
L27	S33°23'43"E	775.11'
L28	N56°36'17"E	1348.46'
L29	N89°46'14"E	595.73'
L30	N00°13'46"W	2623.83'

OWNER:
BOAG COTTONWOOD PROPERTY, LLC
A DELAWARE LIMITED LIABILITY COMPANY
4100 E. MISSISSIPPI AVE., STE 500
GLENDALE, CO 80246

THE ABOVE DESCRIBED PARCEL CONTAINS 20,406,939 SQUARE FEET OR (468.479 ACRES) MORE OR LESS.
THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

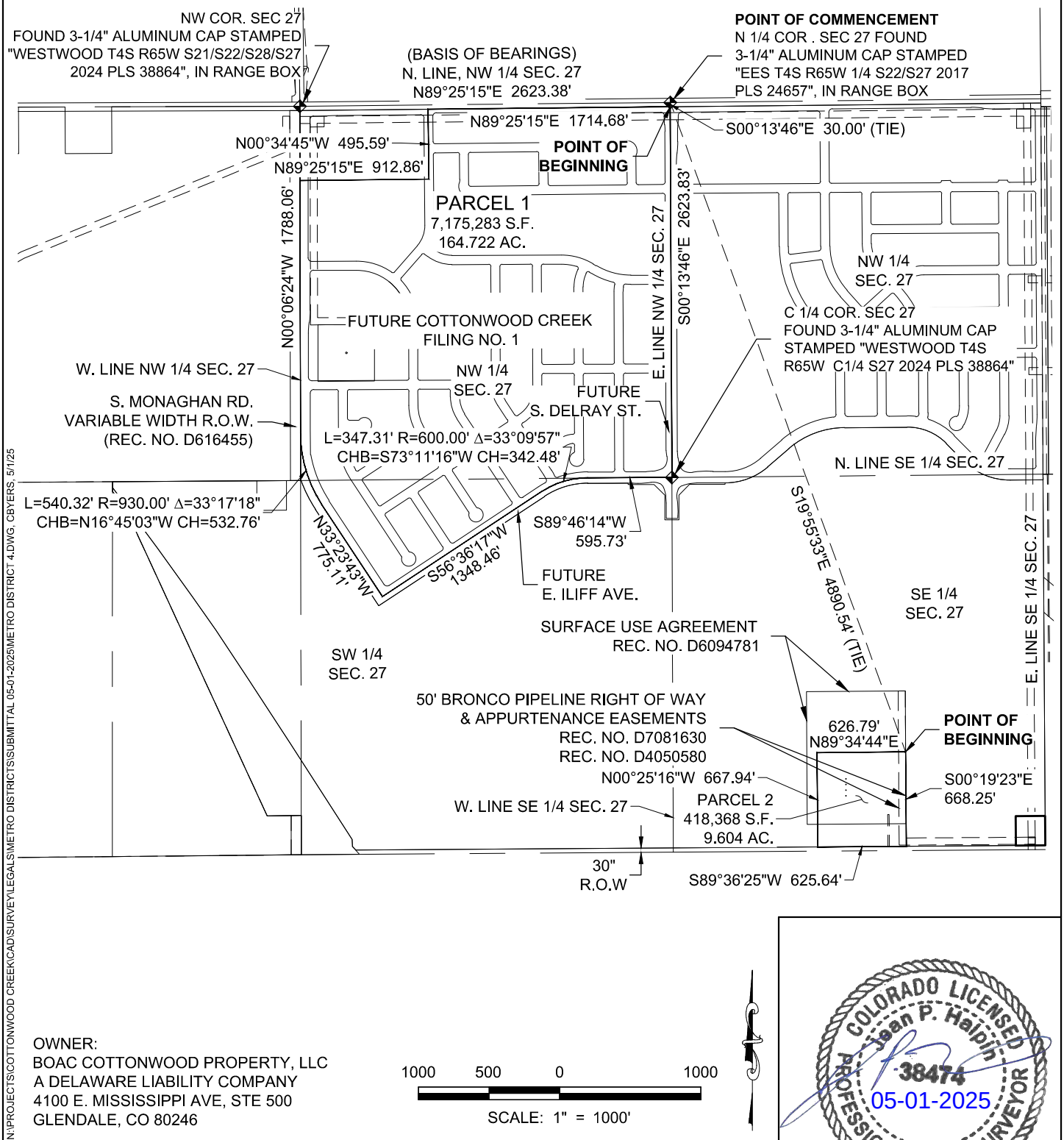
COLORADO LICENSED
Jean P. Halpin
38474
05-08-2025
PROFESSIONAL LAND SURVEYOR

SECTION 27, AND SE 1/4, SECTION 28, T4S, R65W, 6TH P.M.
CITY OF AURORA,
ARAPAHOE COUNTY, COLORADO

SCALE: 1" = 1000'	BY: CWB	CK'D: JPH	DATE: 5/8/2025

Westwood
Westwoodps.com
Westwood Professional Services, Inc.
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

ILLUSTRATION FOR
EXHIBIT A



N:\PROJECTS\COTTONWOOD CREEK\CAD\SURVEY\LEGALS\METRO DISTRICTS\SUBMITTAL 05-01-2025\METRO DISTRICT 4.DWG, CBYERS, 5/1/25

OWNER:
BOAC COTTONWOOD PROPERTY, LLC
A DELAWARE LIABILITY COMPANY
4100 E. MISSISSIPPI AVE, STE 500
GLENDALE, CO 80246

1000 500 0 1000

SCALE: 1" = 1000'

COLORADO LICENSED
Jean P. Halpin
38474
PROFESSIONAL LAND SURVEYOR
05-01-2025

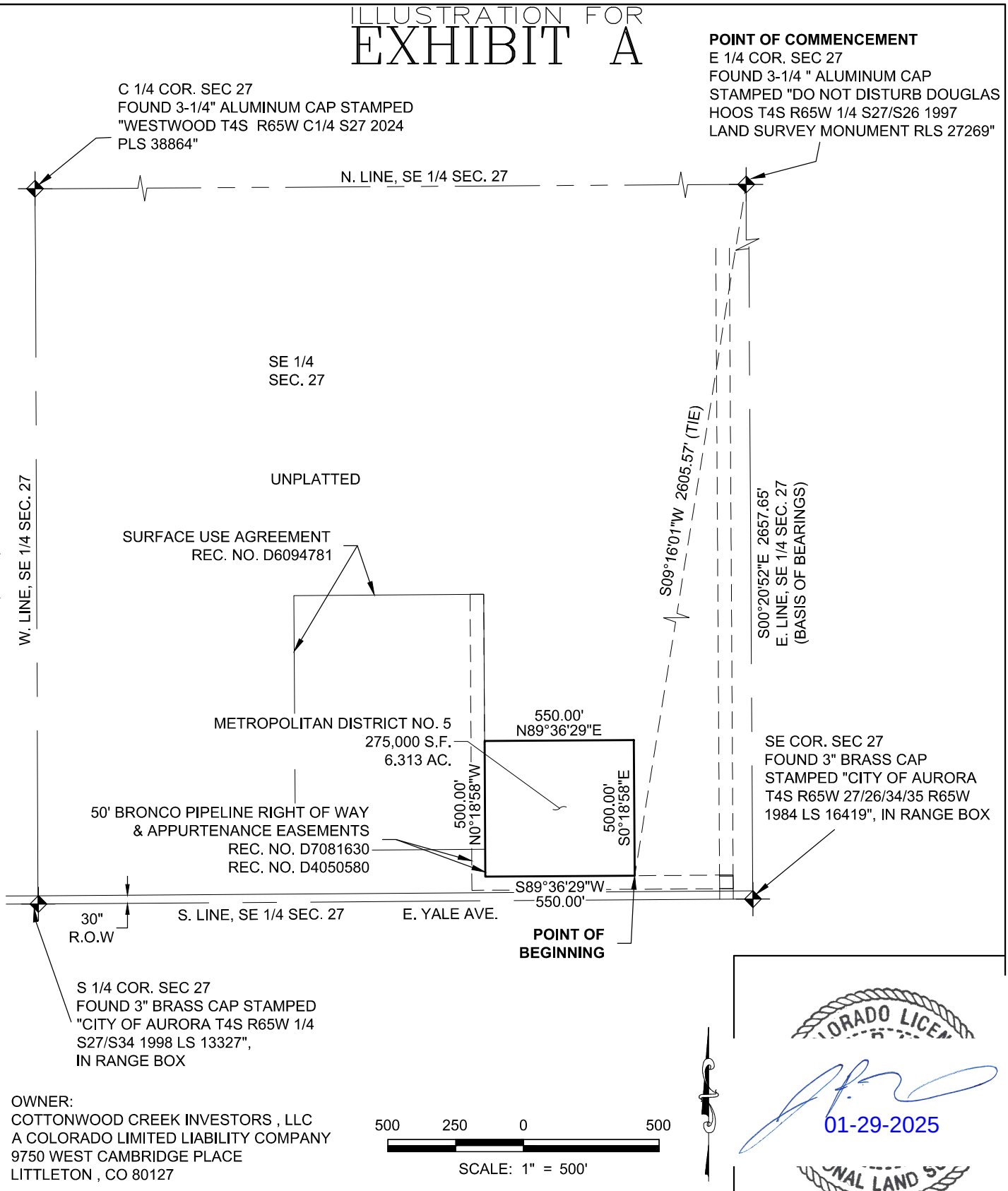
THE ABOVE DESCRIBED PARCEL 1 CONTAINS 7,175,283 SQUARE FEET OR (164.722 ACRES) MORE OR LESS.
THE ABOVE DESCRIBED PARCEL 2 CONTAINS 418,368 SQUARE FEET OR (9.604 ACRES) MORE OR LESS.
THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

METROPOLITAN DISTRICT NO. 4
W 1/2, SECTION 27, & SE 1/4, SECTION 27, T4S, R65W, 6TH P.M.
CITY OF AURORA,
ARAPAHOE COUNTY, COLORADO

SCALE: 1" = 1000'	BY: CWB	CK'D: JPH	DATE: 5/1/2025

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



OWNER:
COTTONWOOD CREEK INVESTORS , LLC
A COLORADO LIMITED LIABILITY COMPANY
9750 WEST CAMBRIDGE PLACE
LITTLETON , CO 80127

THE ABOVE DESCRIBED PARCEL CONTAINS 275,000 SQUARE FEET OR (6.313 ACRES) MORE OR LESS.

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

COLORADO LICENSED

01-29-2025

NATIONAL LAND SURVEYOR

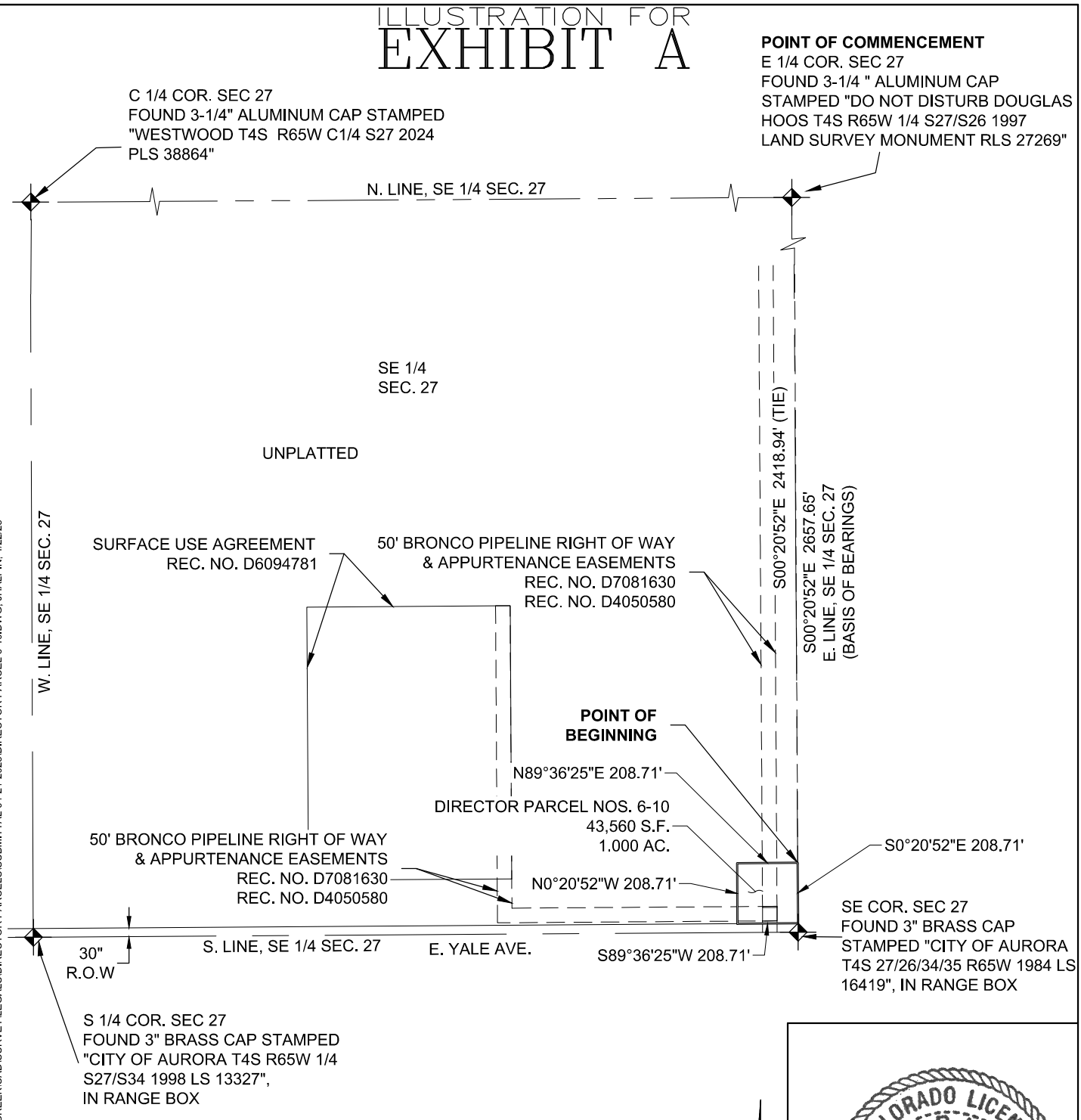
N:\PROJECTS\COTTONWOOD CREEK\CAD\SURVEY\LEGALS\METRO DISTRICTS\SUBMITTAL 12-26-2024\METRO DISTRICT 5.DWG, JHALPIN, 1/28/25

METROPOLITAN DISTRICT NO. 5
SE 1/4, SECTION 27, T4S, R65W, 6TH P.M.
CITY OF AURORA,
ARAPAHOE COUNTY, COLORADO

SCALE: 1" = 500'	BY: CWB	CK'D: JPH	DATE: 1/28/2025

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



N:\PROJECTS\COTTONWOOD CREEK\CAD\SURVEY\LEGALS\DIRECTOR PARCELS\SUBMITTAL 04-21-2025\DIRECTOR PARCEL 6-10.DWG, JHALPIN, 4/22/25

OWNER:
BOAC COTTONWOOD PROPERTY, LLC
A DELAWARE LIMITED LIABILITY COMPANY
4100 E. MISSISSIPPI AVE., STE 500
GLENDALE, CO 80246

500 250 0 500

SCALE: 1" = 500'

THE ABOVE DESCRIBED PARCEL CONTAINS 43,560 SQUARE FEET OR (1.000 ACRE) MORE OR LESS.

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

COLORADO LICENSED
Jean P. Halpin
38474
04-22-2025
PROFESSIONAL LAND SURVEYOR

DIRECTOR PARCEL NOS. 6-10
SE 1/4, SECTION 27, T4S, R65W, 6TH P.M.
CITY OF AURORA,
ARAPAHOE COUNTY, COLORADO

SCALE: 1" = 500'	BY: A.M	CK'D: JPH	DATE: 4/22/2025

Westwood
Westwoodps.com
Westwood Professional Services, Inc.
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
TEL: 720.482.9526

EXHIBIT C-2

Inclusion Area Boundary Map

DEPICTION OF THE PHASE 1 PROPERTY

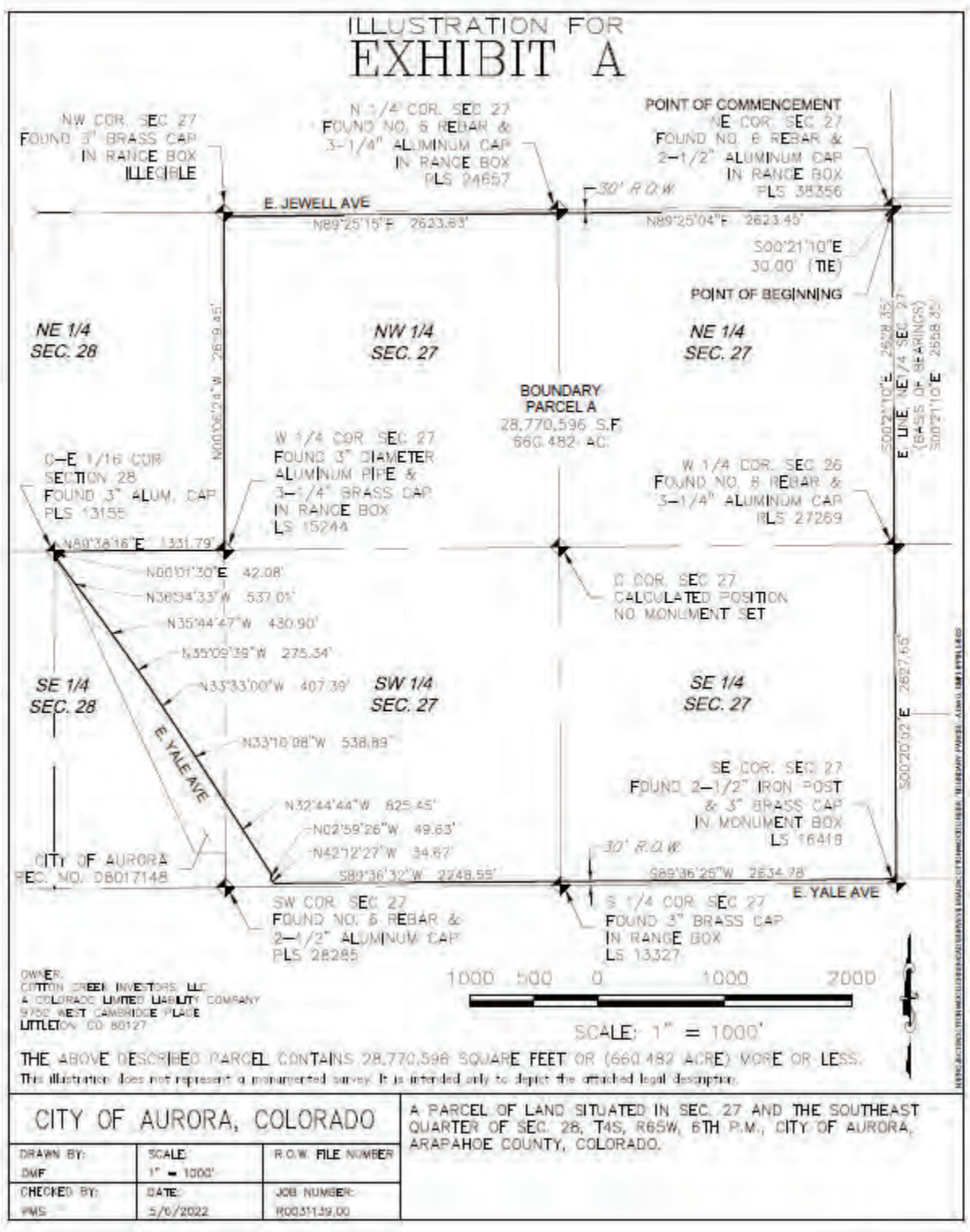


EXHIBIT D

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within **Cottonwood Creek Metropolitan District Nos. 3-10**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	**Cottonwood Creek Metropolitan District Nos. 3-10**
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the **Cottonwood Creek** located the City of Aurora, Colorado and described further in the District's Service Plan. A copy of the District's Service Plan can be found on the District's website or by contacting the District at the District contact information above.
Authorized Types of District Taxes:	**Debt Mill Levy** and **Operations and Maintenance Mill Levy** These mill levies result in taxes you will owe to the District and are described further below.
District's Total Debt Issuance Authorized per District's Service Plan:	Three Hundred and Thirty Million Dollars ($330,000,000)
District Improvements Financed by Debt:	The District intends to, or has already issued debt to pay for ***[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]***
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	Maximum Debt Mill Levy: 50.000 Mills The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004. ***[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]***
Ongoing Operations and Maintenance Services of the District:	The District intends to impose an Operations and Maintenance Mill Levy to pay for ***[list eligible ongoing administration, operating and maintenance***

	obligations]
District Fees:	***[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]***
Other Taxing Entities to which you will pay taxes to:	***[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]***

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:
Average market value of home in
District is $_____ Debt Mill Levy is 50 mills
Operations and Maintenance Mill Levy is ____mills
Total Metropolitan District mill levies = 60 mills

Calculation of Metropolitan District Taxes:
$_____x .0715 = $_____(Assessed Valuation)
$_____x .060 mills = **$_____per year in taxes owed solely to the Metro District**

Total Additional Mill Levies from Other Taxing Entities:_____mills = $_____annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING $_____= $_____

THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.

ACKNOWLEDGED AND AGREED TO BY BUYER:

Name: _____

Date:_____

EXHIBIT E

Intergovernmental Agreement between the Districts and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO,

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 5

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 6

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 7

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 8

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 9

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 10

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2025, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and COTTONWOOD METROPOLITAN DISTRICT NO. 3, and COTTONWOOD METROPOLITAN DISTRICT NO. 3, COTTONWOOD METROPOLITAN DISTRICT NO. 4, COTTONWOOD METROPOLITAN DISTRICT NO. 5, COTTONWOOD METROPOLITAN DISTRICT NO. 6, COTTONWOOD METROPOLITAN DISTRICT NO. 7, COTTONWOOD METROPOLITAN DISTRICT NO. 8, COTTONWOOD METROPOLITAN DISTRICT NO. 9, and COTTONWOOD METROPOLITAN DISTRICT NO. 10, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan make reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

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

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without any intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and

of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of Three Hundred and Thirty Million Dollars ($330,000,000) in the aggregate, exclusive of refundings and refinancings of previously issued Debt; provided, however, that any Debt issued by the Districts for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan. The Debt limitation shall also not apply to a District's pledge of Fees or its property tax or specific ownership tax revenues

derived from its mill levies to one or more of the other Districts or an authority created by one or more of the Districts and/or the City.

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one of the other Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council by resolution that the purposes for which the District was created have been accomplished and the City is satisfied that the City will not be responsible for any obligations formerly provided by the Districts, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. The City shall be provided a copy of the notice prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plans shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

21. Annual Report. The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

22. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the

Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B, or C of the Service Plan, unless the City has agreed otherwise in writing; provided,

however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

23. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

24. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

25. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Cottonwood Creek Metropolitan District Nos. 3-10
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Attn: Kristin J. Bowers, Esq.
Phone: (303) 858-1800

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn Pete Schulte, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

26. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

31. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

32. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3

By: Michael Sandene (May 13, 2025 12:54 MDT)
President

Attest:

Alex Adams
Alex Adams (May 12, 2025 15:34 MDT)
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4

By: Michael Sandene (May 13, 2025 12:54 MDT)
President

Attest:

Alex Adams
Alex Adams (May 12, 2025 15:34 MDT)
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 5

By: Michael Sandene (May 13, 2025 12:54 MDT)
President

Attest:

Alex Adams
Alex Adams (May 12, 2025 15:34 MDT)
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 6

By: _____
President

Attest:

_____
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 7

By: _____
President

Attest:

_____
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 8

By: _____
President

Attest:

_____
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 9

By: _____
President

Attest:

_____
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 10

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO,

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 5

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 6

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 7

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 8

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 9

AND COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 10

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2025, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and COTTONWOOD METROPOLITAN DISTRICT NO. 3, and COTTONWOOD METROPOLITAN DISTRICT NO. 3, COTTONWOOD METROPOLITAN DISTRICT NO. 4, COTTONWOOD METROPOLITAN DISTRICT NO. 5, COTTONWOOD METROPOLITAN DISTRICT NO. 6, COTTONWOOD METROPOLITAN DISTRICT NO. 7, COTTONWOOD METROPOLITAN DISTRICT NO. 8, COTTONWOOD METROPOLITAN DISTRICT NO. 9, and COTTONWOOD METROPOLITAN DISTRICT NO. 10, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan make reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

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

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without any intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and

of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of Three Hundred and Thirty Million Dollars ($330,000,000) in the aggregate, exclusive of refundings and refinancings of previously issued Debt; provided, however, that any Debt issued by the Districts for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan. The Debt limitation shall also not apply to a District's pledge of Fees or its property tax or specific ownership tax revenues

derived from its mill levies to one or more of the other Districts or an authority created by one or more of the Districts and/or the City.

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one of the other Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council by resolution that the purposes for which the District was created have been accomplished and the City is satisfied that the City will not be responsible for any obligations formerly provided by the Districts, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. The City shall be provided a copy of the notice prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plans shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

21. Annual Report. The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

22. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the

Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B, or C of the Service Plan, unless the City has agreed otherwise in writing; provided,

however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

23. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

24. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

25. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts:
Cottonwood Creek Metropolitan District Nos. 3-10
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Attn: Kristin J. Bowers, Esq.
Phone: (303) 858-1800

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn Pete Schulte, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

26. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

31. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

32. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 3

By: Michael Sandene (May 13, 2025 12:54 MDT)
President

Attest:

Alex Adams
Alex Adams (May 12, 2025 15:34 MDT)
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 4

By: Michael Sandene (May 13, 2025 12:54 MDT)
President

Attest:

Alex Adams
Alex Adams (May 12, 2025 15:34 MDT)
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 5

By: Michael Sandene (May 13, 2025 12:54 MDT)
President

Attest:

Alex Adams
Alex Adams (May 12, 2025 15:34 MDT)
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 6

By: _____
President

Attest:

_____
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 7

By: _____
President

Attest:

_____
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 8

By: _____
President

Attest:

_____
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 9

By: _____
President

Attest:

_____
Secretary

COTTONWOOD CREEK METROPOLITAN DISTRICT NO. 10

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

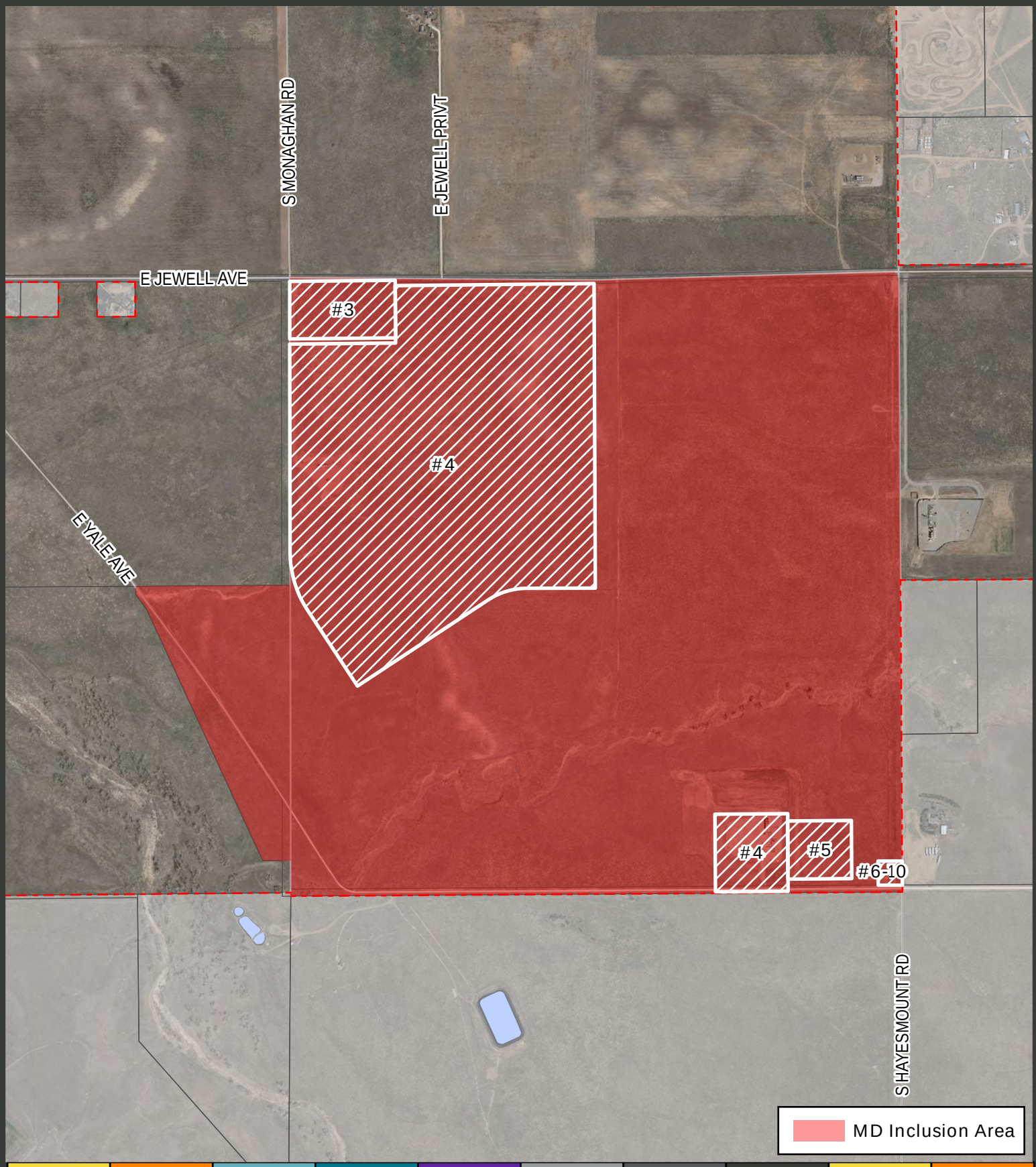
By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Cottonwood Creek Metropolitan District #3-10

Miles 0 0.075 0.15

5/13/2025 I:\GIS\Arc10_MXDs\Planning\Jake C\2025\2625_CC_MD.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Vape and Smoke Shop Moratorium (Ordinance)
Item Initiator: Trevor Vaughn, Manager of Licensing, Finance
Staff Source/Legal Source: Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: NA
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 6/23/2025

Regular Meeting: 7/14/2025

2nd Regular Meeting (if applicable): 7/28/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Alison Coombs, Council Member / Ruben Medina, Council Member
Trevor Vaughn, Manager of Licensing, 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 and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/5/2025

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

☐ Recommends Approval

☒ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

This item was presented to the June 5th, 2025 Management and Finance Committee. The members of the committee present were not supportive of the moratorium but were supportive of allowing it to move to full council consideration. The Business Advisory Board reviewed the item on May 19th on gave unanimous support to the moratorium.

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

This ordinance proposes a six-month moratorium on the establishment of new vape and smoke shops within the city. The purpose of the moratorium is to allow time to study the community impacts of these outlets and to explore potential regulations or licensing requirements. This includes evaluating spacing standards from schools, other similar businesses, and establishments often associated with poverty-related impacts—such as liquor stores, pawn shops, check cashing businesses, and convenience stores.

Under the proposed ordinance, vape and smoke shops are defined as retail outlets where 15% or more of the floor space is dedicated to tobacco products or related paraphernalia. Currently, the city has 347 tobacco-licensed businesses, of which approximately 57 meet the criteria for classification as vape or smoke shops. The existing outlets will not be impacted by the moratorium.

Several communities have adopted similar moratoriums to assess and respond to the growing concerns about the public health, safety, and crime implications of these retailers. A high concentration of vape and smoke shops is frequently linked with the sale of illicit drug paraphernalia and unregulated or illegal psychoactive substances, including Kratom, Amanita Muscaria, mad honey, nitrous oxide, THC products, synthetic cannabinoids, and other inhalants. The outlets also have drug paraphernalia for crack, fentanyl and methamphetamine.

These products are often accessible to youth and may contribute to the normalization of substance use in vulnerable neighborhoods. Moreover, these shops can create or support a local supply chain for illicit drug markets and are observed with individuals loitering for drug purposes.

City staff have also found outlets accepting EBT (Electronic Benefit Transfer) payments for food assistance while primarily selling tobacco and related products. Audits have revealed instances of record misclassification, where tobacco and paraphernalia purchases are logged as groceries. Some of these businesses actively advertise that they accept EBT or have an ATM that accepts EBT. This issue was recently highlighted in a Daily Wire investigative report, which identified the practice as widespread in tobacco and liquor retailers.

A 2017 study was conducted in Los Angeles after reports of community observations of vape stores correlating with criminal corrupting locations. The study found:

"Thus, study findings provide the first empirical evidence that tobacco shops may consititute public health threats that associate with crime and violence in U.S. low-income urban communities of color. Implementing and enforcing control policies that regulate and monitor tobacco shops in these communities may promote community health by improving public safety"*

Additional studies have found a correlation between youth usage and concentration and location of tobacco outlets. The American Planning Association Equity in Zoning Guide recommends revising permitted use regulations to reverse the overconcentration of convenience stores, cannabis outlets, safe injection sites, and other facilities that provide easy access to health compromising substances like alcohol and tobacco in historically disadvantaged and vulnerable communities.

*Subica AM, Douglas JA, Kepple NJ, Villanueva S, Grills CT. The geography of crime and violence surrounding tobacco shops, medical marijuana dispensaries, and off-sale alcohol outlets in a large, urban low-income

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does city council approve of forwarding the item for formal consideration?

LEGAL COMMENTS

The Aurora City Council (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. (City Charter Article 3-9). The Council has the inherent power to declare the moratorium contained herein for new vape shop business within the limits of the City of Aurora, in order to properly assess the impact of said business in the community, and create regulations to minimize its impact. Council shall act only by ordinance, resolution, or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. This action will create a moratorium for certain types of businesses, and as such it must be taken in the form of an ordinance. (City Charter Article 5-1) (Hernandez)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DECLARING A MORATORIUM ON ALL NEW VAPE STORES AND SMOKE SHOPS FOR A PERIOD OF SIX MONTHS

WHEREAS, it has been identified that many vape stores and smoke shops in the city of Aurora are engaged in the sale of such products as nitrous oxide, amanita muscaria, mad honey, and other products that are intended to produce psychoactive effects and are often adulterated or mislabeled and are marketed for human consumption or inhalation.

WHEREAS, it has been identified that many vape stores and smoke shops in the city of Aurora are engaged in the sale of illicit drug paraphernalia; and

WHEREAS, Scientific research has identified a correlation between illegal activity at or near outlets selling vape products, unregulated psychoactive products, and drug paraphernalia; and

WHEREAS, the city has identified a high concentration of vape stores and smoke shops in specific geographic areas of the city and such concentration can have a negative impact on public health, safety, and welfare; and

WHEREAS, it is in the best interest of the City to adopt reasonable regulations to promote community health, wellbeing, reduce crime, and support the economic vitality of the city and a moratorium is timely and necessary for further examination of regulations; and

WHEREAS, the city is concerned about the proliferation of vape and smoke shop retailer businesses, the harmful effects of tobacco and other products sold at these establishments for youth; and

WHEREAS, Outlets selling such items are frequently located in areas of poverty and are often correlated with the location of drug markets as well as criminal activity and their concentration are detrimental to the economic vitality and health of the community and especially youth.

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

Section 1. Definitions.

Vape Store or Smoke Shop **shall mean a retailer business or any person that: sells, offers for sale, or offers to exchange for any form of consideration, tobacco, nicotine, hemp products, kratom products, tobacco paraphernalia, marijuana paraphernalia, vaping devices, or other**

drug paraphernalia; and has fifteen percent (15%) or more of the square feet in the establishment used for the sale or display of those products.

Section 2. Moratorium Imposed.

No new vape stores or smoke shops shall be permitted in the City for a six-month period following the effective date of this ordinance for the purpose of discussing regulations, licensing, zoning, spacing requirements, and enforcement. This ordinance shall not prohibit the renewal or issuance of a new business license upon sale of an existing vape shop or smoke shop provided that the renewal or issuance seeks to maintain the business without physical expansion and in its current location.

Section 3. No city permits or licenses of any nature whatsoever shall be issued relating to the operation of a vape shop during the moratorium.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER SCHULTE, CITY ATTORNEY

Hanosky Hernandez MK
_____
By: HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: DUAL LISTING: Cabaret License Modifications (Ordinance)
Item Initiator: Trevor Vaughn, Manager of Licensing, Finance
Staff Source/Legal Source: Trevor Vaughn, Manager of Licensing, Finance / Tim Joyce, Assistant City Attorney
Outside Speaker: NA
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 6/23/2025

Regular Meeting: 6/23/2025

2nd Regular Meeting (if applicable): 7/14/2025

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: Danielle Jurinsky, Council Member
Trevor Vaughn, Manager of Licensing, Finance / Tim Joyce, Assistant City Attorney
Estimated time: 10 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 6/12/2025

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

This item was presented at the June 12th Public Safety Committee meeting. The committee supported moving the item for full Council consideration with an amendment to require cabaret licensees to have insurance.

This item was presented to the Business Advisory Board on May 19th. The majority of the board present supported the item with two oppositions relating to the expansion of the license requirement to event centers. A feedback letter is being drafted and will be presented to the committee. The BAB also requested outreach take place to the impacted event centers. A letter was emailed to the identified impacted event centers on May 27th seeking feedback on the ordinance and inviting them to a meeting on June 11th.

The City of Aurora has required a Cabaret License for more than 40 years for liquor-licensed establishments that feature a dance floor. However, the current license does not allow for a standing-room-only environment. A large venue in Aurora has expressed interest in this operational model, prompting the need for an updated license class.

In addition, the city continues to experience significant violence and noise disturbances stemming from private event centers that do not hold liquor licenses but operate similarly to cabarets. The absence of a liquor license in these venues reduces accountability for managing events and ensuring public safety. Of the twelve event centers expected to be subject to the new licensing requirement, six have hosted events that should have required a liquor license but failed to obtain one.

In 2024 alone, four shootings—including one homicide—occurred at event centers, with poor oversight and lack of event monitoring identified as common contributing factors. Historically, event centers have been sites of serious violence and neighborhood disruption, including a mass shooting at an event center at Mississippi and Peoria in 2021 (resulting in five people shot and one fatality), and another shooting on East Colfax that same year, where five people were also shot.

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

The proposed ordinance establishes a new *Open-Floor Cabaret* license class for businesses with a capacity of over 250 persons that intend to operate with a standing-room-only environment. This new license class requires a fire department-approved crowd control plan and prohibits the service of glass bottles, bottle buckets, or bottle service unless patrons are provided with a table and seating.

The ordinance also adds new requirements for all cabarets regarding VIP bottle service. These include limiting distilled spirit bottles to 750ml and restricting bottle service to parties of at least three patrons. Additionally, all cabarets will be required to maintain at least 14 days of video surveillance.

Event centers without a liquor license will now be subject to the cabaret license requirement if they allow alcohol consumption and feature a dance floor, similar to liquor-licensed establishments. This change ensures that event center operators are accountable for managing noise and other negative impacts on surrounding neighborhoods. Such venues will also be required to either utilize liquor-licensed caterers or develop a liquor control plan for events serving alcohol after 10 p.m., even if those events do not otherwise require a liquor permit. Approximately 10 businesses are expected to be affected by these modifications.

The catering license, though included in the Colorado liquor code, has not yet been funded and will require further legislative action. Once operational, this license is expected to allow catering companies—who will not have control of the premises—to provide responsible alcohol service at private events.

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.)

Addition of 10 cabaret licenses with a $249 application fee and $635 annual license fee for a total of $8,840.

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 workload will be absorbed with existing staff initially and future addition of $6,350 to cover future staff increases if required by workload, fully offset by license fees.

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.)

Additional workload for new license type and expansion of licenses to event centers.

QUESTIONS FOR COUNCIL

Does city council approve forwarding the ordinance for formal consideration?

LEGAL COMMENTS

City Council has the power to make and publish 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 and its inhabitants. (Aurora, Colo. Code § 2-32). (TJoyce)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 6-136, 6-137, 6-142, 6-143, 6-145, 6-171 AND 6-172 RELATING TO THE REGULATION OF CABARETS

WHEREAS, the City of Aurora, Colorado ("City"), desires to amend its cabaret code to be more permissive for business operations that desire to operate large concert and entertainment venues within the City contributing to the economic vitality of the City; and

WHEREAS, the City seeks to ensure the public's safety through reasonable regulations of event and entertainment venues where intoxicating liquors will be consumed; and

WHEREAS, the City has had multiple shootings in 2024 at unlicensed event centers where alcohol beverages were consumed, and the City seeks to ensure event centers are properly regulated to prevent adverse impacts, acts of violence, noise, illegal events, and disorderly conduct from occurring at these facilities and ensure the operators of these facilities are held to the same standards as those holding permanent liquor licenses with regard to their impacts on the community.

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

Section 1. That section 6-136 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-136. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means any person who is applying for, but has not yet received, a cabaret license pursuant to this division.

Cabaret means a location **that is open to the public, or available to be rented for private events, or charges an entry fee or membership fee, where** ~~licensed for the sale of~~ intoxicating liquors will be consumed ~~for consumption~~ on the premises **whether or not the location of the cabaret is licensed for the sale of intoxicating liquors,** wherein entertainment may be either live or recorded vocal or instrumental music ~~and no other entertainment shall be permitted~~ and where dancing by the customers is permitted.

Open-floor Cabaret **means a cabaret with a capacity of at least 250 that permits the entry of more persons than the available seating.**

Section 2. That section 6-137 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-137. Exceptions

(1) For the purpose of this division, clubs or lodges with statewide, nationwide or larger memberships or affiliation **holding a Club license in accordance with C.R.S § 44-3-418 as amended** shall not be considered as cabarets.

(2) **A cabaret license shall not be required for a location with a business that does not regularly engage in renting the facility for private or public events and the events are secondary to the primary use of the location and which only permits the consumption of alcohol in association with events that hold a special event liquor permit or festival liquor permit approved by the local licensing authority in accordance with the Colorado Liquor Code.**

Section 3. That section 6-142 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-142. ~~Seating of patrons~~ Premises.

(1) **Unless licensed as an open-floor cabaret,** ~~Patrons~~ **patrons** or guests of **a** ~~any class~~ cabaret shall not be crowded into an area or space insufficient to seat them comfortably, and they shall be required to be seated at all times except when dancing, coming to and from the dance floor area or restrooms or while entering or leaving the establishment.

(2) **Open-floor cabarets shall abide by the operational plan approved by the City and the National Fire Protection Association's Life Safety Code requirements, as amended, as it pertains to crowd control.**

(3) **Cabarets shall maintain video surveillance of both the interior and exterior of their premises with video retention of at least 14 days. Such surveillance video shall be subject to inspection at any time by law enforcement and the Local Licensing Authority.**

(4) **It shall be unlawful to fail to permit the inspection of the premises by city officials conducting inspections for purposes of administering City Codes.**

(5) **It shall be unlawful for a cabaret licensed business to be open for business with fire exits that are blocked or that are not operational.**

(6) **It shall be unlawful for a licensed cabaret to exceed the maximum occupancy or capacity limits as set by the certificate of occupancy for the establishment.**

Section 4. That section 6-143 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-143.. ~~Menus.~~**Service Requirements.**

(1) Menus shall be provided **to** guests of cabarets on request~~., which~~ **Menus** shall legibly set forth the price of food or drink available, together with any minimum or cover charge and sales tax payable. No greater charge shall be made for food or drink than that shown on ~~such~~ **a** menu.

(2) When patrons of an open-floor cabaret who have not been provided with a table and a seating area, those patrons shall not be served:

(a) Any alcohol beverages or non-alcohol beverages in glass containers;

(b) More than two alcohol beverages at a time;

(c) Alcohol beverages in a bucket or similar container that can hold more than two beverages at one time; and

(d) Food or beverages in a volume or manner such as in buckets or pitchers that the patron will not practicably be able to hold while standing.

(3) Patrons who purchase bottles of spiritous liquors, whether individually or as part of bottle service or similar premium seating package, shall not be permitted to consume directly from the bottle of spirituous liquors. If patrons are permitted to pour their own drinks from the bottles, the bottles shall not be served to groups smaller than three (3) and not in bottles larger than 750ml. The cabaret shall have adequate staff employed to monitor service and prevent service to persons exhibiting signs of visible intoxication.

(4) For private or public events at a licensed cabaret event center where alcohol beverages will be consumed after 10:00 p.m. and the event has not obtained a special event liquor permit or a festival permit, and the cabaret is not licensed for the consumption or sale of alcohol, and when such permit or license is not required by the Colorado Liquor Code, the licensed cabaret event center shall require the event to hire a liquor licensed catering company to serve and control the alcohol beverages.

(5) Subsection (4) of this section shall not apply if the licensed cabaret event center submits a Liquor Control plan approved by the Local Licensing Authority. Such Liquor Control Plan will be approved if the licensed cabaret event center only has servers who have completed a server training program and the service of alcohol will be controlled in such a manner satisfactory to the Local Licensing Authority demonstrating the service of alcohol will not endanger or jeopardize the public health, welfare, and safety.

Section 5. That section 6-145 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-145. ~~Conduct of establishment~~. **Conduct of the Establishment**.

The licensee, and every employee or agent of the licensee, shall conduct business in a decent, orderly, and respectable manner. The following is strictly prohibited from occurring in or on the licensed premises, upon any adjoining grounds or property under the control or management of the licensee, or upon any parking area(s) under the control or management of the licensee:

(1) Permit the loitering of a known habitual drunkard or any person displaying any visible signs of intoxication without an acceptable purpose;

(2) Permit any activity or acts of disorderly conduct as defined by C.R.S. § 18-9-106;

(3) Permit any unlawful act prohibited by chapter 94 of the City Code; or

(4) Permit any activity or acts of rowdiness, undue noise, or other disturbances or activities offensive to the senses of the average citizen, or to the residents of the neighborhood in which the licensed establishment is located.

(5) It shall be unlawful for any cabaret licensee to fail to adequately monitor and maintain control of their premises, including preventing any violations of the Colorado Liquor Code or this section by any person at an event rental.

(6) It shall be unlawful to provide escort services or paid companionship at a cabaret licensed establishment.

Section 6. That section 6-171 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-171. Required.

(1) It is unlawful to operate any establishment or business as a cabaret **or an open-floor cabaret** without having first obtained a valid license to do so as provided in this division. No person shall offer or provide any entertainment other than that permitted under the license issued.

(2) For the term of the cabaret license maintain liability insurance, or other documentation indicating financial responsibility, indicating the licensee has Liquor Liability insurance or General Liability Insurance including a Liquor Liability endorsement with limits of coverage as determined by the Finance Director.

Section 7. That section 6-172 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-172. Application.

Application for a cabaret license shall be made to the finance director or his or her designee upon forms to be provided by him or her for that purpose, which forms shall contain the following information:

(1) Name and address of the applicant and manager of the establishment or business if they are not one and the same person.

(2) Name and address of the establishment or business for which application is made.

(3) Type and class of license applied for.

(4) Type of entertainment to be offered or provided.

(5) Floor space and seating capacity of the establishment for which application is being made.

(6) **Certificate of Insurance, or other documentation indicating financial responsibility, indicating the applicant has Liquor Liability insurance or General Liability insurance including a Liquor Liability endorsement with limits of coverage as determined by the Finance Director.**

(7) **Open-floor cabarets shall submit such information as determined necessary by the Aurora Fire Chief or designee for crowd control in accordance with National Fire Protection Association's Life Safety Code.**

(8) Such other information or evidence as reasonably may be required to establish to the satisfaction of the licensing authority that the character and reputation of the applicant is such ~~so~~ as to warrant the confidence of the licensing authority

that the establishment or business will be lawfully operated and that the health, welfare and morals of the community will not be adversely affected should the license issue.

(9) No person shall apply for a cabaret license for the same location more frequently than once every two years.

Section 8. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 10. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
TIM JOYCE, Assistant City Attorney



CABARET LICENSE AMENDMENTS

SPONSOR : COUNCILMEMBER DANIELLE JURINSKY
STAFF : TREVOR VAUGHN, MANAGER OF LICENSING

City of Aurora

CABARET LICENSE

- License required for businesses serving alcohol with dancing
- Entertainment / Nightclub Licenses are common to address public safety and neighborhood impacts

MODIFICATIONS

1. Creation of Open-Floor Cabaret Class for Standing Room Only
2. Inclusion of event centers with liquor consumption but are not required to have a liquor license

OPEN FLOOR CABARET LICENSE

Standing Room Only Permitted:

- Capacity > 250
- Fire Department approved crowd control plan
- No glass bottles, bottle service, bottle buckets unless table and place to sit is provided

NEW: All cabarets must limit bottle service to 750ML, 3 or more patrons, adequate staff to monitor

Also, must have 14 days video surveillance

EVENT CENTERS

INCLUSION OF EVENT CENTERS

- Event Centers with no liquor license but liquor is consumed
- Impacts = bar / nightclub or worse due to lack of accountability. Noise, overconsumption, violence, DUI
- 2024: 4 shootings at event centers.
- Many with illegal events. Underground nightclubs
- Colorado Springs night club raid was event center

EVENT CENTERS

APPROX 11 TO GET LICENSED WHEN:

1. Alcohol Consumption is permitted, and
2. Dancing is permitted

***Exemption if event is secondary and has a liquor permit (Not regularly an event center)

EVENT CENTERS

WILL REQUIRE PRIVATE EVENT CENTERS TO:

- Hire a liquor licensed caterer or have an approved alcohol service plan for late night events.
- No deleterious impacts to the neighborhood.
- Good moral character.
- Monitor events for compliance with liquor code.

EVENT CENTERS

Does Council approve of the changes?

CITY OF AURORA
Late Submission Approval for Agenda Item

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

Item Initiator: Jason Batchelor, City Manager/Peter Schulte, City Attorney

Staff Source/Legal Source: Jason Batchelor, City Manager/ Peter Schulte, City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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

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

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

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

☒ The item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 6/9

Regular Meeting: N/A

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

_____	Jason Batchelor _____
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
_____	_____ 06.02.25.
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Amendment to the City Charter Concerning Elective Public Office (Ordinance)
Item Initiator: Jason Batchleor, City Manager/Peter Schulte, City Attorney
Staff Source/Legal Source: Jason Batchelor, City Manager / Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 6/9/2025

Regular Meeting: 6/23/2025

2nd Regular Meeting (if applicable): 7/14/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Jason Batchelor, City Manager / Peter Schulte, City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: 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.)*

An ordinance for a ballot question asking the voters if the City Charter should be amended to allow a person to hold more than one public office at once.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The city council shall have the power to submit any number of charter amendments to a vote of the registered electors without the receipt of a petition. Charter amendments shall be referred to the registered electors by ordinance. *(City Code §54-146)*. (Wood)

ORDINANCE NO. 2025 - _____

A BILL

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

WHEREAS, Article XX, Section (6) of the Colorado Constitution and Article 1-6 of the City Charter empower home rule municipalities to control and legislate in their Charters upon all matters of municipal concern and to amend those Charters through a vote of the electorate, and

WHEREAS, the City Charter currently prohibits elected officials of the City from simultaneously holding another elective public office; and

WHEREAS, this prohibition may unnecessarily limit the civic engagement and public service opportunities of individuals elected to municipal office; and

WHEREAS, elected officials are accountable to the voters and subject to ethical and legal standards that govern conflicts of interest and the responsible exercise of public duties; and

WHEREAS, the City Council recognizes that service in another elective office may bring valuable experience, regional collaboration, and broader perspective to the role of a City elected official; and

WHEREAS, the City Council finds that voters should have the opportunity to determine whether a candidate holding another elective office is best suited to represent them at the local level; and

WHEREAS, amending the City Charter to eliminate the restriction on holding another elective public office requires approval by the voters at a municipal election; and

WHEREAS, the City Council desires to submit this proposed amendment to the registered electors of the City for their consideration at the next regular municipal election.

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

Section 1. That Article 3-3 of the City Charter of the City of Aurora, Colorado is hereby amended to read as follows:

Each councilmember when elected shall be a registered elector, shall be a citizen of the United States of America, and shall have resided in the City of Aurora for at least one year prior to the date of the election and shall have reached their twenty-first birthday prior to the date of the election. Councilmembers elected from wards shall also be one-year residents and registered electors of the respective wards from which they were elected. A person who has been convicted of a felony shall not become a candidate for nor hold elective office. No councilmember shall ~~hold any other elective public office nor~~ be a salaried employee of the City of Aurora.

Section 2. The following question shall be submitted to a vote of the registered electors of the City at the regular municipal election on November 4, 2025:

"Amending the City Charter to Remove the Prohibition on Elected Officials Holding Another Elective Public Office."

Shall Article 3-3 of the City Charter of the City of Aurora, Colorado be amended to remove the prohibition on City elected officials simultaneously holding another elective public office, thereby allowing voters to determine whether a candidate or officeholder may serve in more than one elected position?

YES _____ NO _____

Section 3. Pursuant to Section 31-2-210(3.5), C.R.S., the City Clerk is hereby directed to certify the proposed ballot question to the Clerk and Recorder of each county in which the City is located for submission at the statewide general election on November 4, 2025.

Section 4. Pursuant to Section 31-2-210(4), C.R.S., the City Clerk is hereby directed to publish, within thirty (30) days of the adoption of this ordinance, notice of the date and time of the election upon which the proposed Charter amendment will be considered said publication to appear in a newspaper of general circulation in the City which notice shall contain the full text of the proposed Charter amendment.

Section 5. The City Clerk shall secure, from each county, the votes in favor of and opposed to the proposed Charter amendment and shall report the same to City Council following the election within such time is as provided for by state law. If the majority of the registered electors voting thereon have voted in favor of the proposed amendment, such amendment shall be deemed approved.

Section 6. In the event the proposed Charter amendment is approved by a majority of the registered electors voting thereon, the City Clerk shall publish once, in the same newspaper which published the notice of the charter amendment being on the ballot the full text of the Charter amendment following the election within such time as is provided by state law. At such time, the

City Clerk shall also file with the Secretary of State two (2) copies of said amendment, along with the official tally of the vote for and against, as certified by the City Clerk.

Section 7. The provisions of this ordinance, the Charter amendment, and the question authorized hereby are severable. If any portion of this ordinance, the Charter amendment, or the question are judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provision of such ordinance, Charter amendment, or question.

Section 8. All ordinances or parts of ordinances, of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 9. Pursuant to Article 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this ___day of_____, 2025

PASSED AND ORDERED PUBLISHED BY REFERENCE this ___day of _____, 2025

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIQUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

By: Andrea Wood _____
Andrea Wood, Assistant City Attorney

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: A PROPOSED AMENDMENT TO ARTICLE 3-5 OF THE CITY CHARTER SEPARATING TERM LIMITS FOR WARD AND AT-LARGE CITY COUNCIL POSITIONS AND PERMITTING CONSECUTIVE SERVICE IN BOTH POSITIONS

Item Initiator: Jason Batchelor, City Manager/Peter Schulte, City Attorney

Staff Source/Legal Source: Jason Batchelor, City Manager/ Peter Schulte, City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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

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

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

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

☒ The item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 6/9

Regular Meeting: N/A

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This item was requested by Jason Batchelor, City Manager/Peter Schulte, City Attorney

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

_____	Jason Batchelor _____
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
_____	Jason Batchelor 06.03.25 _____
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Amendment to the City Charter Separating Term Limits for Ward and At-Large (Ordinance)
Item Initiator: Jason Batchelor, City Manager/Peter Schulte, City Attorney
Staff Source/Legal Source: Jason Batchelor, City Manager/Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 6/9/2025

Regular Meeting: 6/23/2025

2nd Regular Meeting (if applicable): 7/14/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Jason Batchelor, City Manager / Peter Schulte, City Attorney
Estimated time: 10 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

An Ordinance for a ballot question asking voters if the City Charter should be amended to indemnify Mayor, at-large council members, and ward specific council members as separation positions with regard to term limits.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The city council shall have the power to submit any number of charter amendments to a vote of the registered electors without the receipt of a petition. Charter amendments shall be referred to the registered electors by ordinance. *(City Code §54-146)*. (Wood)

ORDINANCE NO. 2025 - _____

A BILL

FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO ARTICLE 3-5 OF THE CITY CHARTER SEPARATING TERM LIMITS FOR WARD AND AT-LARGE CITY COUNCIL POSITIONS AND PERMITTING CONSECUTIVE SERVICE IN BOTH POSITIONS.

WHEREAS, Article XX, Section (6) of the Colorado Constitution and Article 1-6 of the City Charter empower home rule municipalities to control and legislate in their Charters upon all matters of municipal concern and to amend those Charters through a vote of the electorate, and

WHEREAS, the City Council finds that distinguishing term limits between ward and at-large council positions enhances representation and provides additional opportunities for civic engagement; and

WHEREAS, the City Council seeks to clarify that term limits applicable to ward-elected council members shall not affect nor be affected by term limits applicable to at-large council members.

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

Section 1. That Article 3-5 of the City Charter of the City of Aurora, Colorado is hereby amended to read as follows:

3-5 Terms.

(a) Terms of the mayor and each council member shall begin at the commencement of the first regular council meeting in December after election in the year elected. Before entering upon the duties of office, the mayor and each councilmember shall take an oath or affirmation supporting the Constitution of the United States of America, the Constitution of the State of Colorado, the Charter and ordinances of the City of Aurora, and faithfully perform the duties of office. Elections shall be nonpartisan. Two (2) council members at large, the mayor, and Ward IV, V, and VI council members shall be elected at one election. Council members from Ward I, Ward II, Ward III and two (2) council members at large shall be elected at the next election. The term of office of all elected council members and the mayor shall be for four (4) years.

(b) Neither the mayor nor any council member shall serve more than three (3) consecutive four-year terms of office in their respective offices. Terms of office shall be considered consecutive unless they are at least four (4) years apart. For purposes of this section, the office of mayor**, at-**

large council members, and **ward specific council members** ~~office of council member~~ shall **each** be considered different offices.

(c) When a vacancy has occurred in any elective office and has been filled pursuant to section 3-7 of this Charter, the term to be filled at the next ensuing election for that office shall be two (2) years where necessary to ensure compliance with the provisions of subsection (a) of this section governing the timing of elections.

Section 2. The following question shall be submitted to a vote of the registered electors of the City at the regular municipal election on November 4, 2025:

"Designating Ward and At-Large City Council Members as Separate Offices for Purposes of Term Limits."

Shall Article 3-5 of the City Charter of the City of Aurora, Colorado be amended to consider at-large council members and ward specific council members separate offices, like the office of the Mayor, for purposes of the term limits established by this section of the City Charter?

YES _____ NO _____

Section 3. Pursuant to Section 31-2-210(3.5), C.R.S., the City Clerk is hereby directed to certify the proposed ballot question to the Clerk and Recorder of each county in which the City is located for submission at the statewide general election on November 4, 2025.

Section 4. Pursuant to Section 31-2-210(4), C.R.S., the City Clerk is hereby directed to publish, within thirty (30) days of the adoption of this ordinance, notice of the date and time of the election upon which the proposed Charter amendment will be considered said publication to appear in a newspaper of general circulation in the City which notice shall contain the full text of the proposed Charter amendment.

Section 5. The City Clerk shall secure, from each county, the votes in favor of and opposed to the proposed Charter amendment and shall report the same to City Council following the election within such time is as provided for by state law. If the majority of the registered electors voting thereon have voted in favor of the proposed amendment, such amendment shall be deemed approved.

Section 6. In the event the proposed Charter amendment is approved by a majority of the registered electors voting thereon, the City Clerk shall publish once, in the same newspaper which published the notice of the charter amendment being on the ballot the full text of the Charter amendment following the election within such time as is provided by state law. At such time, the City Clerk shall also file with the Secretary of State two (2) copies of said amendment, along with the official tally of the vote for and against, as certified by the City Clerk.

Section 7. The provisions of this ordinance, the Charter amendment, and the question authorized hereby are severable. If any portion of this ordinance, the Charter amendment, or the question are judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provision of such ordinance, Charter amendment, or question.

Section 8. All ordinances or parts of ordinances, of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 9. Pursuant to Article 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this ____day of_____, 2025

PASSED AND ORDERED PUBLISHED BY REFERENCE this ___day of _____, 2025

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIQUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

By: Andrea Wood _____
Andrea Wood, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: 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)