



NOTICE OF COUNCIL MEETING

MONDAY, February 27, 2023

Members of the public and media are invited to attend in person or remotely through the options listed below. Public comment is welcome for items appearing on the agenda or on any matter of city concern. One hour is dedicated to public comment on non-agenda items at the beginning of every council meeting (Public Invited to be Heard). Each speaker is allotted a maximum of three minutes to speak.

Individuals wishing to comment during 'Public Invited to be Heard' or on an agenda item may register in advance. Online registration begins at 8 a.m. on the Friday before the meeting date, and ends at noon on Monday, the day of the meeting. To register in advance, visit the city's website at www.auroragov.org/PublicComment.

View or Listen Live

Live streamed at www.auroraTV.org

Cable Channels 8 and 880 in Aurora

Call: 885-695-3475

In-person Participation

Members of the public may participate in-person at the Aurora Municipal Center, Council Chamber, 15151 E. Alameda Pkwy. The building will open at 6:00 p.m. on the day of the council meeting.

- Individuals wishing to comment during 'Public Invited to Be Heard' must submit a speaker slip by 6:30 p.m.
- Individuals wishing to comment on an agenda item must submit a speaker slip before the city clerk reads the title of the item.

Call-in Participation

Call the live public comment line at 855-695-3475 and press *3 to reach the operator. The public call-in line opens at 6 p.m. on the day of the Council Meeting.

- Individuals calling in to comment during 'Public Invited to Be Heard' must call in and be in the queue by 6:30 p.m.
- Individuals calling to comment on agenda items must call in and be in the queue before the City Clerk reads the title of the item. Once the Clerk reads the title, 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 City Clerk's Office at 303-739-7094.

If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Sunday, February 26 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 reunión del lunes.)



City of Aurora, Colorado

MONDAY, February 27, 2023

EXECUTIVE SESSION OF THE AURORA CITY COUNCIL

(Closed to the Public)

AURORA ROOM

5:50 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)

CITY COUNCIL CHAMBER

6:30 p.m.



AGENDA

Regular Meeting of the Aurora City Council

Monday, February 27, 2023

6:30 p.m.

City Council Chamber
15151 E. Alameda Parkway
Aurora, CO 80012

Pages

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION/MOMENT OF SILENCE
4. PLEDGE OF ALLEGIANCE
5. EXECUTIVE SESSION UPDATE
6. APPROVAL OF MINUTES
 - 6.a February 13, 2023 Meeting Minutes 9
7. PROCLAMATIONS OR CEREMONIES
 - 7.a Animal Services - Animal Showcase
Anthony Youngblood, Manager of Animal Services
 - 7.b Colon Cancer Awareness Month 51
 - 7.c Women's History Month 52
8. PUBLIC INVITED TO BE HEARD
(non-agenda related issues only)
9. ADOPTION OF THE AGENDA

10. CONSENT CALENDAR - MOTIONS

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

10.a Motions

10.a.1 **Havana Park Pond and Del Mar Parkway Improvements Amendment 2** 53

Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Engenuity Engineering Solutions LLC, Littleton, Colorado in the Amount of \$74,221.83 for Providing Additional Design Scope and Services During Construction for the Havana Park Detention Pond and Del Mar Parkway Improvements Project.

Andrea Long, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.a.2 **Project NO. R-2307 - Quincy Waterline Condition Assessment** 72

Consideration to AWARD AN OPENLY SOLICITED CONTRACT to PICA Pipeline Inspection & Condition Analysis Corp. USA (PICA) in the Amount of \$131,725.00 for Providing Consulting Services for the Quincy 42 Inch Waterline Condition Assessment, Project NO. R-2307.

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.a.3 **ImageTrend EMS and Community Health Software** 75

Consideration to extend a SINGLE SOURCE CONTRACT to ImageTrend, Inc., Lakeville, MN in the Amount of \$124,485.10 for EMS messaging, Data Mart, Target Solutions, Elite EMS, Field Reporting, and Community Health Software Subscriptions for Aurora Fire Rescue

Scott Newman, Chief Information Officer / Dave Lathers, Senior Assistant City Attorney

- 10.a.4 **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to United Site Services Inc., Commerce City, Colorado, in the Not-to-Exceed Amount of \$130,000.00 to Provide Portable Toilet Rental Units, and Cleaning Services, as Required** 81
- Brooke Bell, Director of Parks, Recreation and Open Space / Dave Lathers, Senior Assistant City Attorney
- 10.a.5 **Consideration to AWARD A SINGLE SOURCE CONTRACT to Masek Golf Carts, Commerce City, Colorado in the Not-to-Exceed Amount of \$523,876.00 for the Purchase of Electric Golf Carts for the Saddle Rock Golf Club** 84
- Brooke Bell, Director of Parks, Recreation and Open Space / Dave Lathers, Senior Assistant City Attorney
- 10.a.6 **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Alpine Civil Construction, Inc., Thornton CO in the Amount of \$2,791,877.50 for the 2023 Winter Concrete Program; Project 5913A** 87
- Waiver of reconsideration is requested due to the length of the project and sensitivity to weather conditions that can cause delays.
- Lynne Center, Deputy Director of Operations, Public Works / Dave Lathers, Senior Assistant City Attorney
- 10.a.7 **Consideration to AMEND AN OPENLY SOLICITED CONTRACT to Populous Group, LLC, Kansas City, MO in the Amount of \$3,930.00 for Professional CMGC Design Services for the Southeast Recreation Center (SERC) Project; R-1953** 90
- Kelli Arnold, Project Manager Supervisor, Public Works / Dave Lathers, Senior Assistant City Attorney
- 10.a.8 **Consideration to AMEND AN OPENLY SOLICITED CONTRACT to Stolfus, Greenwood Village, Colorado in the Amount Not-to-Exceed \$27,837.00 for the Neighborhood Traffic Calming Program Support; R-2006** 101
- Carl Harline, Engineering Supervisor, Public Works / Dave Lathers, Senior Assistant City Attorney

- 10.a.9 **Consideration to AWARD A SOLE SOURCE CONTRACT to CarePoint, P.C., Englewood, Colorado in the Amount of \$227,500.00 for Medical Director Services for the Fire Department through December 31, 2023**

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Matthew Wasserburger, Assistant Director of Fire Management Services / Angela Garcia, Senior Assistant City Attorney

10.b **Planning Matters**

10.c **Appointments to Boards and Commissions**

11. **CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES**

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

11.a **Resolutions**

- 11.a.1 **Conveyance of a Parcel of Land to Murphy Creek Metro District No. 3 as Logical Potential Purchaser**

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R2023-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONVEYANCE OF A PARCEL OF LAND CONTAINING 0.073 ACRES TO MURPHY CREEK METRO DISTRICT NO. 3

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

- 11.a.2 **Boos Parcel - Erik Frank Agricultural Lease**

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R2023-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AGRICULTURAL LEASE BETWEEN THE CITY AND ERIK D. FRANK OF CITY-OWNED LAND IN WELD COUNTY

Tom Clark, Senior Real Estate Specialist, Public Works / Michelle Gardner, Senior Assistant City Attorney

- 11.a.3 **Amendment to the Previously Approved Green Valley Ranch East (GVRE) Infrastructure Funding Agreement** 168

R2023-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED PUBLIC IMPROVEMENT FUNDING AGREEMENT BETWEEN THE CITY OF AURORA, SECOND CREEK RANCH METROPOLITAN DISTRICT, AND CLAYTON PROPERTIES GROUP II, INC. REGARDING PUBLIC IMPROVEMENT FUNDING

Haley Johansen, City Engineer, Public Works / Brian Rulla, Assistant City Attorney

- 11.a.4 **Snow Removal Resolution** 239

R2023-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO PRESERVE AND RE-APPROPRIATE BUDGET FOR SNOW AND ICE REMOVAL, INCLUDING THE COSTS FOR RESIDENTIAL SNOW PLOWING

Sponsor: Françoise Bergan, Council Member

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

- 11.a.5 **Resolution to set a Public Hearing for Majestic Commercenter II as a Blighted Area Designation** 244

R2023-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ORDERING THAT A PUBLIC HEARING BE CONDUCTED REGARDING THE DESIGNATION OF THE PROPOSED MAJESTIC COMMERCENTER II URBAN RENEWAL AREA AS A BLIGHTED AREA APPROPRIATE FOR URBAN RENEWAL

Sponsor: Françoise Bergan, Council Member

Jennifer Orozco, Senior Development Project Manager, Planning and Development Services / Rachel Allen, Manager of Client Services, City Attorney

- 11.b **Finalizing of Ordinances**

Ordinances approved unanimously at first reading

11.b.1	Painted Prairie BID No. 1 Petitions for Inclusion and Exclusion of Property	281
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2023-01 FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

11.b.2	Painted Prairie BID No. 2 Petitions for Inclusion and Exclusion of Property	318
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2023-02 FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

12. PUBLIC HEARINGS

Public hearings with or without related ordinances

13. INTRODUCTION OF ORDINANCES

13.a	Civil Service Commissioners Classification and Compensation	355
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2023-04 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 102-69 OF THE CITY CODE PERTAINING TO COMPENSATION OF MEMBERS OF THE CIVIL SERVICE COMMISSION

Ryan Lantz, Director of Human Resources / Kim Skaggs, Assistant City Attorney

13.b Painted Prairie N. Orleans St. ROW Vacation 371

2023-05 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF THE PUBLIC RIGHT-OF WAY FOR N. ORLEANS ST., LOCATED WITHIN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (PAINTED PRAIRIE N. ORLEANS ST. RIGHT-OF-WAY VACATION)

Aja Tibbs, Senior Planner, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading

14.a Proposed Drought Surcharge Change to Rate 390

2023-03 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 138-223 OF THE CITY CODE PERTAINING SERVICES FOR THE PROVISION OF WATER

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

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

16.a ARPA Nonprofit Grant Agreement – East Colfax Community Collective 416

Christina McClelland, Grant Development Manager / Hanosky Hernandez, Senior Assistant City Attorney

17. GENERAL BUSINESS

17.a Determination of Final Candidates to be Interviewed for the Civil Service Commission 452

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

18. REPORTS

18.a Mayor

18.b Council

19. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, February 13, 2023

1. **RECONVENE REGULAR MEETING OF FEBRUARY 13, 2023, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of the City Council for February 13, 2023, at 6:30 p.m.

2. **ROLL CALL**– Kadee Rodriguez, City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

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

3. **INVOCATION/MOMENT OF SILENCE**– Mike Coffman, Mayor

Mayor Coffman led the prayer and followed by reading the Land Acknowledgement after the 8:20 p.m. brief recess.

4. **PLEDGE OF ALLEGIANCE** (all standing)

5. **APPROVAL OF MINUTES**

5.a **January 30, 2023, Meeting Minutes**

Motion by Sundberg, second by Coombs, to approve the minutes of January 30, 2023, as presented.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

6. **PROCLAMATIONS OR CEREMONIES**

None.

7. **PUBLIC INVITED TO BE HEARD**

(non-agenda-related issues only)

Council heard public in-person testimonies on non-agenda-related items.

8. **ADOPTION OF THE AGENDA**

Motion by Coombs, second by Sundberg to adopt the agenda.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

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 **Consideration to AWARD A SOLE SOURCE CONTRACT in the Amount of \$200,000.00 to Falck Rocky Mountain Inc, Aurora, Colorado to Provide Medical Health Staffing Services for the Aurora Mobile Response Team**

Courtney Tassin, Crisis Intervention Program Manager, Housing and Community Services / Dave Lathers, Senior Assistant City Attorney

9.a.2 **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to A-1 Chipseal Co., Denver, Colorado in the Amount of \$3,691,069.03 for the 2023 Surface Treatment Program. Project No. 5818A (Second Extension Year)**

Staff requests a waiver of reconsideration due the length of the project and sensitivity to weather conditions that can cause delays.

Lynne Center, Deputy Director of Public Works Operations / Dave Lathers, Senior Assistant City Attorney

- 9.a.3 **Consideration to EXTEND A SINGLE SOURCE CONTRACT to Quantum Water & Environment, Lakewood, Colorado in the Not-to-Exceed Amount of \$265,549.55 for Continued Highway 30 Landfill Investigation, Monitoring and Reporting Services**

Jeffrey Moore, Manager of Oil and Gas / Dave Lathers, Senior Assistant City Attorney

- 9.a.4 **Consideration to AWARD A COMPETITIVELY BID CONTRACT TO B&M Roofing, Frederick, CO in the Amount of \$2,119,623.00 for the Aurora Municipal Center (AMC) Roof Replacement; Project 5903A**

John Perkins, Public Works / Dave Lathers, Senior Assistant City Attorney

9.b **Planning Matters**

9.c **Appointments to Boards and Commissions**

- 9.c.1 **Consideration to Appoint Two (2) Members to the Human Relations Commission**

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

Motion by Gardner, second by Bergan to adopt the agenda.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

10. **CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES**

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

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

10.a **Resolutions**

10.a.1 Central Colorado Mountains River Basin Weather Modification Program

R2023-13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CENTRAL COLORADO MOUNTAINS RIVER BASIN WEATHER MODIFICATION PROGRAM COST-SHARING AGREEMENT

Abba Ahmed, Water Resources Project Manager, Aurora Water / Ian Best, Assistant City Attorney

10.a.2 Stage 1 – Water Availability

R2023-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S DECLARATION OF STAGE I WATER AVAILABILITY CONDITIONS EFFECTIVE MAY 1ST, 2023

Greg Baker, Manager of Public Relations, Aurora Water / Ian Best, Assistant City Attorney

10.a.3 Auto Theft Penalty Enhancement

R2023-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, URGING THE STATE OF COLORADO GENERAL ASSEMBLY TO PASS LEGISLATION IN 2023 TO REMOVE THE ELEMENT OF “VALUE” FOR MOTOR VEHICLE THEFT AND TO INCREASE THE PENALTY FOR COMMITTING MOTOR VEHICLE THEFT AND RELATED OFFENSES

Sponsor: Dustin Zvonek, Council Member

Pete Schulte, Public Safety Client Group Manager, City Attorney

Council heard public in-person testimony.

Discussion on Marcano Amendment

CM Marcano stated he agreed that the penalties should be standardized for motor vehicle thefts. The utility would be where a lot of the injury came from folks and not the value of the vehicle. He stated he has heard from family friends who have had this experience and he knew how financially devastating and invasive the whole process could be. CM Marcano pointed out that the clearance rate nationwide, according to a Fox News article, for motor vehicle theft was around 12% to 13%. In Colorado, it was 8%, and Aurora, 2.3%. This would mean that a vast majority of people who were victimizing the residents would never be caught. CM Marcano encouraged the Legislature to increase the penalty and look at the root causes of motor vehicle theft and other kinds of property crimes. Given the penchant for reactions, he suggested to amend the resolution that would encourage the Legislature to pursue educational or vocational penalties. He stated he saw a bill in the Legislature that would be providing funding for folks who would be sentenced for crimes to get an education. CM Marcano discussed he was working on a sentencing alternative for the local Council and the goal of it was to provide people with education and vocation so they could restore the damage done to the residents and would have an income that they could get a restitution from. He added that it would not change anything even if they put them in jail, as they would come right back into that same environment and would likely recidivate. However, they would be able to help them turn their life around by connecting them to educational resources and vocation, and they would be able to earn a living and repair the harm they did. CM Marcano proposed amendments to the resolution to encourage the State Legislature to support efforts in seeking educational or vocational sentencing for folks who perpetrate property crimes with the goal of restoring the harm that they did to the victims of motor vehicle theft and other property crime.

Mayor Coffman asked for a summary of CM Marcano's amendment. CM Marcano stated that after increasing the penalty, restitution should be sought for harm and financial hardship inflicted upon victims of motor vehicle theft and other property crime. Mayor Coffman asked if the

intent for the amendment was in lieu of incarceration. CM Marcano clarified he wanted to give an option to judges, as jail would always be an alternative, and he would want the Legislature to consider the amendment with this resolution.

CM Coombs asked if the amendment would be an alternative or an addition to the resolution. CM Marcano stated he would be fine either with an alternative or as an addition to the resolution.

CM Bergan stated she thought that the judges always had the discretion of increasing penalties for motor vehicle theft. CM Marcano stated that **they don't have a system set up specifically for vocational or educational** sentencing. He read that the educational component was already in the works in the Legislature. Therefore, he wanted to nudge the Legislature in that direction while also supporting the standardization of penalties. He agreed that the tiered value of the vehicle was nonsense.

CM Zvonek stated that what CM Marcano was proposing was worthy of a conversation for a separate resolution because he had read about the same bill that would be coming forward. The purpose of the resolution and of the legislation was to prevent car theft. They have talked during their discussion eight months ago when they passed their own municipal code around motor vehicle theft that it was to create a penalty for **ruining people's livelihood. He added that people stealing cars weren't** stealing it for a joyride, and not all were stealing it to feed their family, but more often, they were stealing it to commit even worse and more violent crimes, and they needed to put an end to that. CM Zvonek stated he was happy the Legislature recognized that for far too long they have gone in the opposite direction. He believed that there was a **point at which penalties wouldn't deter any further, but he believed that** they've gone in the exact opposite direction. They have made a permissive environment that they needed to go back to where they were in the Legislature. This was not a partisan issue anymore. The Republicans and the Democrats worked together to make this happen. He added that the people opposing the resolution would be people on the fringes, and people who have a utopian view that people only commit crimes because of a systemic yield that they had to face in their lives. He stated that some people do dumb things and commit crimes,

and they must create penalties for these people that would deter them, because **right now, these people don't have a deterrent. He hoped that** the Legislature would move forward with the legislation as it is. He urged a no vote on the amendment and to pass the resolution.

CM Marcano stated that CM Zvonek would be at odds with the Department of Justice (DOJ) who have said repeatedly that increasing steeper penalties was not a deterrent to crime. He mentioned that when folks get out of jail, they would just go back to that same kind of life. The reason for his amendment was because he was trying to add an avenue for folks that they could pursue that would change their lives and would make society safer. The amendment would allow them to repair the harm they inflicted to people. They knew that if they would put them in jail for 60 or 12 days, they would just be adding insult to injury because they would be paying for a three-square and a roof over their head, and then they would likely go back and do the same thing once they get out. He thought it would be important to add an avenue that judges could exercise and encourage the legislature to follow through. What they were doing was doubling down on things that even **the DOJ understood that it wouldn't change anything. CM Marcano** stated they have got to start being smart on crime as this was just being stupid on crime.

CM Bergan asked Pete Schulte for a law enforcement perspective about **whether incarceration wouldn't do anything to prevent crime, as she has** read opposite studies by law enforcement. P. Schulte, the Manager of **Public Safety of the City Attorney's office,** stated there would be two directions on that. He agreed with CM Marcano that the higher **sentences for very violent offenses wouldn't deter crime. However,** there were studies that showed that jail time did have a deterrent on lower-level property crimes. CM Bergan stated that is what she read and she would support the resolution because there were too many victims. They hear it every day from their residents that their car was stolen, they **couldn't get to work, and they don't have insurance enough to cover getting a new car. CM Bergan stated that whether they have a car that's** worth \$25,000, \$50,000, or \$600, it would still be a crime against them, and they would be a victim. CM Bergan added she was in full support for the resolution.

CM Zvonek stated that both data and common sense suggest that stricter penalties for these types of crimes would be a deterrent. He urged a no vote on the amendment and a yes vote on the resolution as it stands. He discussed that CM Marcano mentioned the thought that the penalty should be uniformed, which suggested that he believed that penalties are necessary. CM Zvonek hoped that they did not believe that they should have no penalties for people who steal cars. He believed that the Legislature was going in the right direction with reversing their offender-friendly laws that they've passed over the last few years. The Republicans and Democrats supported this. The only people who opposed the resolution would be the people who pursued a radical ideology that doesn't acknowledge victims, and they needed to kowtow to their community and not put their community's safety at risk. Mayor Coffman stated that this would reverse the 2021 bill by the Legislature that bifurcated on the basis of value to a felony and misdemeanor.

CM Jurinsky shared that on the past Thursday night, one of her Aurora locations was broken into a second time in six months with a stolen vehicle. The first time was a stolen vehicle with no front or back license plate. The second time was a stolen vehicle with a stolen license plate. Her idea of making the victims whole would be seeing the perpetrators go to jail. She had an Aurora police officer beating on her door in the middle of the night because she had a massive hole in her storefront. She added that perpetrators have no regard for their businesses. She stated that stolen vehicles would lead to other crimes and would impact the community. The rate may be 2% in Aurora, but the 2% would need to be made an example of. She stated she was a victim to property crime. She said her father was in the chamber every time they had a council meeting. Since her father couldn't afford to send her to college, she joined the military, and now she owned businesses. She stated she had video footage of both break-ins and they can tell that the perpetrators were panicking because the cops were coming and they didn't want to be arrested. CM Jurinsky stated that if they want to make the victims whole, they should put the perpetrators in jail.

CM Murillo agreed with CM Marcano about standardizing the penalties. She believed that the value of the car to somebody isn't the same as

somebody else's value. She agreed that there shouldn't necessarily be a delineation based on the value of the car because they all know the importance of a vehicle in everyday life, especially in Aurora, since they **weren't the most walkable city. She also supported the amendment. She** knew that the judges can enact jail time at some point in the process. **However, she didn't think that having to pay for their beds in jail,** making it harder for folks to reintegrate into community, not giving viable options for that reintegration, and for them to recidivate back into a life of crime, would be thinking long-term about the success of policies like these. She discussed that she understood and was empathetic to **the people's experiences, but for her, that logic wouldn't align. When** she thought of long-term societal costs of housing, more people in jail **wouldn't equate to less crime, and not having alternative options would** make it harder for people to reintegrate to community and reintegrate into a life away from whatever crime they might have experienced beforehand. She stated it would not be a fringe idea to believe in that and that it would be a legitimate way to think about how they're making decisions. CM Murillo added her heart goes out to folks who have dealt with this, and she appreciated when people share their real pain and advocate on something they believe.

CM Zvonek clarified that the resolution would support the standardization of penalties, regardless of the value of the car. He added that he and his colleagues acknowledged that motor vehicle theft, at any level, should be a felony. On the other side, his colleagues were **saying they didn't want to have too tough of penalties,** and they wanted to give different options. He suggested having the amendment standardized the penalties but make it more permissive. CM Zvonek supported the resolution and stated that public safety was not a campaign talking point. It should be something they prioritize all the time.

CM Coombs stated that she was running out of patience for this discussion. The conversation was supposed to be on an amendment that CM Zvonek supported. CM Coombs stated that CM Zvonek urged the Legislature to pursue the program that CM Marcano talked about in his amendment, and then saying that they were making it political. CM Coombs added that everyone in the Council except CM Jurinsky and CM

Murillo made the conversation about politics. She added that this was a very simple amendment; it was a yes to the resolution and encouraged the Legislature to pursue the policy around education, restitution, and **vocation. She stated she doesn't understand why they can't do both** ends, as it would really behoove them all. She clarified that nobody said they wanted to make the penalties more permissive. The only thing that was stated was to make sure that they were offering education, vocation, and ways to stop people from recidivating. CM Coombs hoped they could move on from the discussion.

CM Zvonek clarified that what he said was that CM Marcano's amendment and the legislation were worth having a separate conversation, but that the resolution was about trying to prevent motor vehicle theft with tougher penalties. He knew that CM Coombs opposed this during the Study Session because she said there were some whereas she wanted to change, and he looked forward to those amendments. CM Zvonek stated he urged a no vote on the amendment and that they could move on.

Motion by Marcano, second by Coombs to approve Resolution 2023-15, as amended.

Voting Aye: Coombs, Marcano, Medina, Murillo

Voting Nay: Bergan, Gardner, Lawson, Jurinsky, Sundberg,
Zvonek

Motion by Zvonek, second by Jurinsky to support encouraging the Colorado Assembly to amend state statutes to increase the penalty for motor vehicle theft and related offenses statewide.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky,
Lawson, Marcano, Medina, Sundberg, Zvonek

Voting Nay: Murillo

10.a.4 Juvenile Beds Legislation

R2023-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, URGING THE STATE OF COLORADO GENERAL ASSEMBLY TO PASS LEGISLATION IN 2023 TO REMOVE THE ARBITRARY "CAP" ON AVAILABLE "BEDS" IN JUVENILE DETENTION FACILITIES

Sponsor, Dustin Zvonek, Council Member

Pete Schulte, Public Safety Client Group Manager, City Attorney

Council heard public in-person testimony.

Mayor Coffman stated there were about four items that Mayor Hancock from Denver, Mayor Suthers from Colorado Springs, and himself had agreed to. They brought it to the Governor and, although he didn't specify as to what level of increase he supported in juvenile beds, he clearly supported making all auto theft a felony and said so in his State of the State speech. Mayor Coffman thought they have no place right now and that the judges were forced to release very violent young people because they have nowhere to put them in a pretrial confinement. They recently had an accident on a Saturday night when a stolen SUV vehicle that was loaded up with kids and a 15-year-old driving under the influence of marijuana who had been released by a judge because there was no place to put them. The first thing that juvenile did was cut off his ankle bracelet and T-boned a pickup truck with a family in it turning into their neighborhood, driving northbound on Buckley. He hit the vehicle at such a rate of speed throwing the vehicle about 150 feet. The accident resulted in many people very seriously injured. The DA went to the judge and pleaded with them to be able to hold the individual who had many priors. Mayor Coffman thought this would be critical.

CM Lawson stated she said this at the FSIR Committee and at the Study Session that she was not against CM Zvonek's resolution, but at the State Legislature, there has been some talk from a committee that was deciding that they may be able to get some beds. She expressed her concern that it sent a mixed message because the resolution went over

to the State Legislature to say that the Council wanted no beds and yet they had an opportunity to get some beds. She understood about the arbitrary cap, however, having an opportunity to get something that they could possibly negotiate, depending on the data they would provide, which **they haven't provided yet, would be the best thing to do** at this point. She clarified she was not against it, but she thought they should take those opportunities, instead of sending mixed messages. She stated she would vote against the resolution at this time. She knew this would probably move forward, but at this time, she thought they were moving the cart before the horse because there was an opportunity where they could get something, and something is better than nothing.

CM Zvonek stated CM Lawson and he had this conversation and he respected where she was coming from. However, he expressed his thought that setting the arbitrary cap with another arbitrary number is a bad policy, and he thought they should take a position as a city to say any cap that would create a situation like what Mayor Coffman just described, which is exactly what they would be doing, was wrong. The Legislature might not or might increase the beds by 10% or 5%, or they might not even read this resolution, but he believed that they owe it to the residents to do what was best. In this case, what was best for the community and for the kids who were committing these crimes was to say there should not be any arbitrary cap on the number of juvenile beds. Right now, if one of these young kids commit a crime and they're released, cutting their ankle monitor off, and escalate the level of crime, not only do they create more victims, potentially deadly, but they would also jeopardize their own future further because they didn't have the ability to hold them longer. That would be the wrong policy for them. He stated that the Legislature made a mistake by creating this arbitrary cap and by increasing it by some percentage or some number is just another arbitrary cap. He believed that there should be absolutely no cap on the number of juvenile detention beds available for those kids who commit the types of crimes that they all agreed require juvenile detention.

CM Sundberg reiterated the seriousness of the problems. He was **observing what's taking place in the city**. They wanted the young people to succeed, have enough chances, and to have robust programs around

the town. They wanted deterrence and diversion. He emphasized the story that Mayor Coffman shared. In this whole situation, they had a 12-year-old boy who stole a car in Denver last week and was shot by the owner of the vehicle. The propensity of daring, violence, and danger for these kids would be unprecedented. A young man of 16 was also shot during a drive by, where CM Sundberg went to the memorial service with Pastor Reed to honor the young man. A shootout with the police also happened, pulling over a stolen vehicle. The propensity for violence and daring of a 15-year-old kid and a six-year-old kid firing at the police with high-caliber weapons that left big holes in the car. These accidents just show that they needed to incapacitate some of these dangerous youth through detention. They wanted them to succeed but this was the reality of the situation. CM Sundberg **stated some of the kids just don't care about life.**

Mayor Coffman clarified on CM Sundberg's situation that it was a 12-year-old girl that was killed in the stolen SUV.

CM Jurinsky asked for the police chief to come down to talk about what was going on **with the gangs and using children in crimes since it's known that they don't have an arbitrary bed cap.** A. Acevedo, Interim Chief of Police, responded.

CM Jurinsky asked if it was the stance of the Aurora PD to support the no bed cap for juveniles. A. Acevedo stated they should make decisions based on needs and not based on artificial. If they were to hold them, they would need to have programming for them, have psychologists, and have all the different disciplines in there to help them be successful when they get out. He added that they needed to have a good reentry, which he thought was one of the things that the Council discussed earlier.

CM Sundberg mentioned that in the accident, the 15-year-old driver had six no bond felony warrants and two misdemeanors. His brother, a 16-year-old, sitting in the seat next to him, had three felony warrants.

Discussion on Coombs Motion to Table

CM Coombs suggested minor amendments on the resolution. In the **second clause, she wanted to strike the words "with no justification."** CM Marcano seconded the Coombs amendment. CM Zvonek asked if there was a justification. CM Coombs answered there was an entire legislative process. She added that it would not be respectful to have people undertake the process with no justification. CM Coombs stated that they could be respectful to the people that they asked to take the positions they wanted them to take.

CM Zvonek stated that when the caps were set, there wasn't a justification. They created these arbitrary numbers, which is why **they're** back in the situation where the same lawmakers said they needed to raise the bed cap. The right thing to do would have to have no arbitrary **cap because they shouldn't be limited by a decision that was made** under the gold dome. Their decisions should be made based on the realities of our communities. They were playing with the lives of the people and young kids in the community. The consistency at which the kids go out and commit crimes that are even more dangerous was startling. CM Zvonek added that they should not have a legislation or any sort of cap. When he stated in this resolution without justification, it was because there was no justification. Nobody could tell why the cap number was picked. These numbers were started because there were certain people who believed this.

CM Marcano pointed out that according to the Colorado Sun, about 41% of the juveniles were the ones that were in these facilities for violent **crime. He agreed to A. Acevedo's point that these folks needed to be** held there so that they could be rehabilitated and then reintroduced into society in a way that's not harmful. The bulk of the folks who utilized these programs were there for behavioral and mental health issues. He added that they don't have enough beds dedicated to behavioral and mental health issues in the State, which is why they're using these juvenile detention ones instead. He added that they would be moving in a more productive direction if they could get the State to provide more resources for behavioral and mental health so that they could utilize the beds that they were talking about increasing this cap for the purpose that they were intended to be used. He expressed his concern that they were building towards a situation like they had at the Arapahoe County

Jail, where it became the primary provider for mental and behavioral health services. They ended up with frequent fliers because they were not actually getting the long-term treatment and rehabilitation that they needed. They were being incarcerated for other reasons and put in the facility because that's what they had. He reminded everyone that when they had a ballot issue two or three years ago to increase the size of the Arapahoe County Jail, it failed spectacularly because the residents knew that they were just throwing good money after beds, as they were not addressing the issue at the root. CM Marcano stated he would be in support of the general direction because he agreed that they shouldn't be releasing these folks prematurely and they would need to make sure that they get the help that they need. However, they were still ignoring the mental and behavioral health aspect of it and just focusing on the punishment for a specific group of people that's a minority of the users of the current facility. He added they should rework the entire resolution based on the information that CM Lawson was alluding to wanting to wait for. Otherwise, he felt it was premature.

CM Coombs withdrew her amendment and motioned to move to Table until they have further information from the State Legislature. CM Bergan disagreed with tabling it. It was important to bring the item forward to the Legislature to have them consider that an arbitrary **number of beds didn't make much sense. One of the constituents in the audience mentioned earlier that they were not going to return back to either a broken home or a violent home, or go back into an environment where they were part of a gang and their fellow gang members were getting them to create more crime. The bed space would be a safe environment for them during the time frame until the trial would happen.** CM Bergan stated it would be good to pass the resolution now and they must be very responsible to the residents in the city and protect the victims. She urged the Council to support the resolution and they can negotiate with the Legislature, hopefully removing the cap. CM Bergan added that they should make their case that there should not be a cap whether the situation would end up where the Legislature doesn't want to remove the cap, and instead, increase the bed cap.

CM Lawson expressed her opinion on her colleagues' opinion on her statement. She has been against supporting youth violence and has

been focused on the Focused Deterrence Program. Her colleagues thought that she was stating that she was in support of the crime and **juveniles who were in crime, which wasn't the case. She clarified that** they have an opportunity to get some beds. They were letting kids out of the facilities and **letting them commit crimes because they didn't have** enough places for them. She added that she knew kids who have been **in detention centers and called the facilities as "fun and games."** They get up in the morning, eat breakfast, no programming, and there was nothing for them to do. She expressed her opinion that an arbitrary cap would not solve the issue. However, they have an opportunity to negotiate by providing the data. If they could get 20% more beds, that would be 20% people they could get off the streets. CM Lawson stated she was in support of CM Coombs motion to Table until they get further **information, if it doesn't, then they would move forward with what CM** Zvonek had on the resolution.

CM Zvonek stated the question was if they wanted an arbitrary bed cap or not. He believed it should be the position of the city to say, no, there shouldn't be because the residents were sick and tired of the violence that they're experiencing in their communities. He had people reach out to him to say that they've lived in Aurora their entire life and for the first time they're afraid to go to their neighborhood parks. He added that they have an opportunity to ask the Legislature and to state that they **don't want a cap because it's completely arbitrary.** He urged a no vote **on the motion to Table. They've done this with a number of issues in the** past and he was happy to see the Legislature was finally starting to follow suit and realized that the decisions that they made in the years past was backfiring. The **unfortunate thing was there's been far too** many victims along the way.

CM Jurinsky agreed on voting on the item tonight. She thought this was a grave matter of importance for the city. When they talk about negotiation, they would go high. She made a job interview an example for this, where they would negotiate high on salary requirements. They were asking for no cap, and that there would be no negotiation. However, when they go into negotiations, they would go high.

CM Coombs stated that when they go into negotiations, they wouldn't ask for \$1,000,000 if they knew they're going to get \$100,000. They don't go and call the people that they're negotiating with, arbitrary, capricious, without justification, and expect them to want to negotiate with them. If they sent a resolution or a piece of legislation that wasn't binding and saying the same thing, they'd throw it out and not listen. If they wanted to negotiate, they would have to wait for the information to understand where they're coming from, and they would treat them with respect. She stated she doesn't support this approach. She added they could pause, take a breath, understand where they're coming from, listen to what they're bringing forward, and have a conversation with them on that basis instead of calling them arbitrary, capricious, and telling them to do it their way or the highway.

Discussion on R2023-16 without Amendment

CM Murillo stated that the spirit of the discussion, the unwillingness to move away from extremist talking points, and not willing to acknowledge reasonable compromises in these types of resolutions was getting old and frustrating. They had a process to make a position known to their State delegation. In fact, they had lobbyists they hired to make sure they heard their positions on bills. The fact that this was being positioned to negotiate was frustrating, and to keep rehashing when they were all very clear that there's a process. She stated that there was no budging and no willingness to come to an alignment with colleagues on any of these types of statement resolutions. She added that it didn't reflect the process and was just a messaging bill talking points. It was hard to legislate when that's where they're starting, and they would continue to keep having these conversations like ad nauseam. She was open to the conversation around caps, and she wanted to support the folks who were executing the work, but she also knew that the more exposure the youth have to the system, the more likely for them to enter as adults. There was a great deal of care that the system put into motion. They had sight and sound protections for juveniles so that they would not be exposed to the criminal legal system to jails where adults are, because they knew statistically there is such a high rate of conversion from youth being in detention to them being adults. CM Murillo stated the framing of the resolution was inflammatory at best, but it was hard to have a legitimate conversation when they were fear mongering and could not talk about the nuance in these

situations. She clarified that there were lots of precautions they took around the youth. She felt that they were punishing on top of a punishment. She agreed with the comments that her colleagues made around how they currently used juvenile beds and they proactively invested 7 million for the Aurora Mental Health Campus. They had standing funds in the City of Aurora for youth violence prevention. She added that this direction went against the other moves that they have made as a Council. While she supported waiting to see and respecting that process, she thought that this went against some of the other positive movements that they've made around funding for juveniles, addressing the root issues around mental health services, and having wraparound services; **not just a bed in an institution where they couldn't guarantee the investment on youths.**

CM Coombs wanted to clarify because there was a claim that they were fearful of leading and the continued insistence on political soundbites over addressing issues. She clarified that it was not a refusal to lead, but a refusal to confuse bullying and leadership. She added that they could engage with colleagues in the State Legislature with respect, with thoughtfulness toward the process they've previously undertaken, and as well as the process that they were currently pursuing. CM Coombs **stated she wouldn't support this for that reason.**

CM Zvonek stated he understood that they wanted to have respect for the process and the politicians, but at some point, they needed to have respect for the constituents and the community that were sick and tired of the violence. This resolution may be inflammatory to some, but it just states that they don't want to have a cap on the number of beds that would be available for kids who would be committing crimes that would be so violent that they would be in a bed if it was available. The only reason it's not available was because a group of lawmakers picked a number out of a hat and said this was how many beds they have available. CM Zvonek stated it made no sense. CM Zvonek asked where the inflammatory language was in the resolution.

CM Coombs discussed she had already tried to make an amendment on that subject, and they decided to take this conversation and made it about political soundbites. She added that she knew CM Zvonek said it

was just about removing the cap, however, she thought that was not what it was about. If that was what it was about, CM Zvonek would be amenable to minor language change. CM Coombs stated that CM Zvonek should not pretend that he was not playing politics and not refusing to compromise in a basic, simple, and reasonable way.

CM Marcano shared that the cost of raising the bed limit or even eliminating it was going to start at somewhere around \$1,000,000 a year. The estimate he read was that it'll jump to \$3.3 million in subsequent years. He stated that most of the people who were currently occupying those beds were not violent criminals; they were folks who needed mental health and behavioral health services. It would be cheaper to provide those services than it would be to provide the bed cap service that they were discussing for violent youths to be able to be rehabilitated into society, which no one disagreed with. The issue would be what approach they would be going to take. He stated that it would make sense, both financially and from an effectiveness standpoint, to focus on the easier folks to serve, which would be the folks who have behavioral and mental health issues so that they would stop taking up these beds for more violent offenders who would need care that is more acute. He wanted to see the amendments to that language happen at the very least during the discussion. He expressed his disappointment that they were focusing on politics and soundbites for some purpose. He was sure that this would show up later on the TV as opposed to actually sound public policy and good stewardship of not just their dollars, but also their state dollars. Aurora is the third largest city in the state and they have a lot of influence at the Legislature. CM Marcano stated they needed to be hearing a sound approach.

Mayor Coffman asked P. Schulte if it was a high bar to detain somebody on a mental health hold. P. Schulte stated that the juvenile system had a lot more resources available for mental health and other services for juveniles because they're juveniles. Mayor Coffman wanted to get a breakdown from the Legislative Council about those currently being held in detention as to what their crimes are and how many were purely mental health.

CM Bergan discussed that the reason she was supporting the resolution was that they needed to make sure that they would protect society from violent criminals. They have been told that there were resources for mental health. They were trying to take violent criminals off the streets, and not put them back into society to recreate more crime. The fact that there were not enough beds would be wrong because the beds were trying to take them out of society. She thought that this was a good attempt to protect society from juveniles and re-victimizing them. She added they were hopeful in giving the juveniles a chance to be rehabilitated. CM Bergan then asked for clarification if the juveniles were separated. P. Schulte responded. CM Bergan stated the state legislators needed to find the money for funding.

CM Marcano added new information for violent crime in 2022 according to the Division of Youth Services. 41% of all the youth, or 71 out of 167 of the youth were violent crimes, 80% of the kids who were there needed mental health, substance abuse treatment, and 2/3 needed mental health treatment. He added that this would address some of what Mayor Coffman asked. CM Marcano stated to P. Schulte that he heard where the judges were coming from on this. As he mentioned earlier, this would seem that they've created the same situation that they have with the Arapahoe County Jail, where they're sending folks who were not just violent criminals, but also who have been in substance abuse issues and mental health issues. This caused the population to take up a lot of space that would be better served for folks who were committing violent crimes in our community. They didn't have the resources for these other people, which is why they were using the one thing that they did have. He understood that they have more services for youth, but they're talking about very high acuity youth who have behavioral and mental health issues. This article covered what resources they did not have. CM Marcano advocated this because he **thought that they weren't in disagreement in terms of where they** should be sending folks who were acting violently, and with the hopes of being able to rehabilitate them. The disagreement was what they should be directing the State Legislature to do with our State's treasure. He mentioned that it would be cheaper to address those folks with mental and behavioral health services than it was to continue building a bigger jail. He added that they just had this discussion in Arapahoe County a few years ago and overwhelmingly failed. He suggested that they would

move more or less in the right direction, but that they needed to pivot and ask them to take care of the lower acuity population first.

Mayor Coffman stated there would be an agreement that these children that were alleged to have committed violent crimes ought to be held in detention without account.

CM Coombs asked for a reason on why they could not use their FSIR lobbying process over sending forward the resolution to have the conversation with the Legislature. CM Zvonek discussed that they have brought this to FSIR. He further stated that CM Jurinsky and he would have voted to support it so that would have been the official position of the City through that process. However, he knew that there was going to be some disagreement, and he knew that there were some who didn't want to see an elimination of the arbitrary cap on juvenile beds, which is the reason why he wanted to have that conversation in the council meeting. They hoped that there would be zero kids committing any violent crime, but they knew that would not be real. He added they must have a policy that would reflect the need and reality of what they were facing in the community, and having any sort of a cap would not do that. The resolution had no politics involved. This was genuinely coming out of a concern for the number of kids who were being arrested for violent crimes and then being released back into the same environment they just came from with an ankle monitor and cutting those ankle monitors and would often commit worse crimes. He further stated that this hit home for him personally. A part of the reason he did it was because he had a 15-year-old son. He remembered the first Force Review Board that he and CM Coombs sat in. He stated he remembered seeing the date of birth of the young man who they had gone after was 2008, which was the year his son was born. If his son had committed these types of crimes, it would need to be held. He would not want him to go right back into the same environment with the same kids, the same people, and commit an even worse crime. That would create an even longer lasting impact on their lives. He stated that the State Legislature made a mistake when they created the cap. He added that he would be okay telling people who he had a disagreement with that **they made a mistake, and if they couldn't hear that, he would be sorry** that he had hurt their feelings. However, he had to do what he believed

was best for the community, which was to say they don't need a cap. It **wouldn't set a floor, but they shouldn't have a cap either.**

CM Medina stated whether they have a cap or not, it would all come **down to the amount of space. They don't have the space and it wouldn't** matter if they had a cap or if the cap was unlimited. He stated he **doesn't understand what they were arguing about.** They should be arguing about getting more money to bring on more opportunities to put people away. He added they were going in circles, and it was irrelevant if they didn't have the space currently to do what they needed to do. Mayor Coffman added to the discussion that the reductions started in 2003, when there were over 3,000 beds statewide.

Mayor Pro Tem Gardner stated that the mental gymnastics going on up here were exhausting. This was straightforward. He discussed that they were being asked if they would support a statement saying they wanted to remove the caps or not. Instead, they were getting into conversations about mental health and arguing about a couple of words that were told were minor. If they were minor, then it shouldn't matter if they're in there or not. He expressed his concern that this was exhausting, and he felt bad for the public that had to sit through this political conversation. He added that those folks calling out on being political up here, were all political since they were all politicians. He clarified that this was a question of whether they wanted to remove the caps. He stated he was in support and that it would be a silly way to manage the juvenile detention system by placing caps and that it would not be an effective way to manage that. He added that if the need was there, the need was there. He further stated that the conversations about mental health and all these other topics would be great conversations and they should have them. He reminded his colleagues that none of which on this dais supported when he brought forward an item to put a mental health sales tax question on the ballot. He only had one Council Member who supported that, and she was no longer on Council. Mayor Pro Tem Gardner added that there have been efforts in the past to increase funding for mental health and he didn't get support for that. He restated that the discussion was straightforward on whether they support removing the cap or not.

Motion by Coombs, second by Murillo to Table until more information is received from Legislature.

Voting Aye: Coombs, Lawson, Marcano, Medina, Murillo

Voting Nay: Mayor Coffman, Bergan, Gardner, Jurinsky, Sundberg, Zvonek

Motion by Zvonek, second by Jurinsky to support encouraging the Colorado Assembly to amend state statutes to remove the arbitrary cap on juvenile detention beds.

Voting Aye: Bergan, Gardner, Jurinsky, Marcano, Sundberg, Zvonek

Voting Nay: Coombs, Lawson, Murillo, Medina

Mayor Coffman called for a brief recess of Council until 8:20 p.m.

10.a.5 Painted Prairie BID No.1 Board of Directors Appointments

R2023-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING TWO MEMBERS OF THE BOARD OF DIRECTORS OF THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NO 1

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

10.a.6 Painted Prairie BID No.2 Board of Directors Appointments

R2023-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING TWO MEMBERS OF THE BOARD OF DIRECTORS OF THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NO 2

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

10.b Finalizing of Ordinances

Ordinances approved unanimously at first reading

Motion by Gardner, second by Bergan to approve the consent calendar for Resolutions and Ordinances with items 10.a.3 and 10.a.4 removed.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11. PUBLIC HEARINGS

Public hearings with or without related ordinances

11.a Cielo Service Plan 2023

R2023-19 A PUBLIC HEARING FOR CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SERVICE PLAN FOR CIELO METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Cesarina Dancy, Senior Development Project Manager, provided a summary of the item.

Mayor Coffman closed the public hearing.

Motion by Gardner, second by Coombs to adopt R2023-19.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.b Harvest Mile Service Plan 2023

R2023-20 A PUBLIC HEARING FOR CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SERVICE PLAN FOR HARVEST MILE METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Cesarina Dancy, Senior Development Project Manager, provided a summary of the item.

Mayor Coffman closed the public hearing.

Motion by Sundberg, second by Gardner to adopt R2023-20.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

12. **INTRODUCTION OF ORDINANCES**

12.a Painted Prairie BID No. 1 Petitions for Inclusion and Exclusion of Property

2023-01 FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

Motion by Sundberg, second by Gardner to adopt Ordinance 2023-01.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

12.b Painted Prairie BID No. 2 Petitions for Inclusion and Exclusion of Property

2023-02 FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

Motion by Coombs, second by Gardner to adopt Ordinance 2023-02.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

12.c Proposed Drought Surcharge Change to Rate

2023-03 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 138-223 OF THE CITY CODE PERTAINING SERVICES FOR THE PROVISION OF WATER

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

Marshall Brown, General Manager, provided a summary of the item.

Mayor Pro Tem Gardner asked if the thought process behind putting the surcharge in place was that the residents were going to reduce their water usage because they're going to pay more, because just charging more doesn't necessarily impact the amount of water that would be used. M. Brown explained the two intentions behind the ordinance.

Mayor Pro Tem Gardner asked for a clarification if they would still implement the change from three days a week to two days a week and that the surcharge would be a separate question. M. Brown responded.

CM Bergan asked if they had the tier one, two, three, and four back then when M. Brown mentioned that there was no change in water usage during the drought stage one restriction. M. Brown clarified that they did have the tiers, but in 2013, the stage one level did not have a surcharge, and it was only for levels two and three. CM Bergan stated she spoke to M. Brown earlier about having a way to give a warning to residents so that if they exceeded their water use, especially those in higher tiers on top of the surcharge, they wouldn't just get a bill and freak out and wonder how they're going to pay for it. She stated that his **answer was they couldn't track that with their current billing system.** M. Brown explained their process. CM Bergan asked if they would adjust WISE on recovering their lost revenue and having to lease water from outside entities. M. Brown responded.

Mayor Pro Tem Gardner asked for an explanation on how the declaration of drought works since he had seen that the snowpack levels were well above 100% and they were talking about the highest snowpack level in years. M. Brown responded. Mayor Pro Tem Gardner asked if those residents who would be in the 0 to 5,000 per month category would not see a surcharge on their bill and what would be the percentage of residents in that bucket. M. Brown responded.

CM Coombs asked what the communication plan would be to make sure folks would understand the surcharges, how the surcharges worked, and when the surcharge would happen. M. Brown explained the communications plan. CM Coombs asked if there was any information that would clarify that people would not be penalized for having browner lawns, as that was a major concern from the community. M. Brown

stated they were collaborating with the code enforcement team, HOAs and other entities. Lastly, CM Coombs asked for the consequences of an HOA or a metro district that would impose fines or fees. M. Brown stated they would go with CM Bergan's suggestion to do a warning.

CM Sundberg asked for clarification if the change in the surcharge was to look out for people that might have paid more during the wintertime because of the stage one implementation. M. Brown clarified.

CM Zvonek asked a question about the number of days watering. He **wanted to understand why they wouldn't have a total use as opposed to** limiting the number of days they could do, especially since they could not measure except for a monthly basis. M. Brown responded.

CM Bergan asked if they were to vote no, would they revert to the old surcharge so people would still be surcharged. M. Brown answered that they would revert to the old surcharge.

CM Coombs moved to approve the item, seconded by CM Murillo. CM Murillo asked if they increased the funding for the xeriscaping of lawns, as she recalled that they did that in recent history. M. Brown confirmed. CM Murillo recalled that being the investment they made. They're trying to manage their water resources more effectively. They would even design a water-wise lawn whether or not they decided to use the City or have any programming or funding through the City. She recalled that they offered that as a free tool to residents to help better manage the water in their lawn landscaping.

CM Lawson asked if they had any type of programs that would help people with the fines since things are inflated right now. M. Brown described their programming.

Motion by Coombs, second by Murillo to adopt Ordinance 2023-03.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Marcano, Medina, Murillo, Sundberg, Zvonek

Voting Nay: Lawson

13. **FINALIZING OF ORDINANCES**

Ordinances not approved unanimously at first reading

There was no discussion on this topic.

14. **ANNEXATIONS**

There was no discussion on this topic.

15. **RECONSIDERATIONS AND CALL UPS**

CM Medina made a motion to reconsider item 10.a.20 on the ARPA funding for the East Colfax Community College from 150,000 to the full amount. He stated that he worked with many different nonprofits that he knew, and unfortunately, a lot of them didn't get vetted. He stated he sat on as a trustee of the Darren Foundation, which gave out way more money than they did. He would like to create a suggestion for Council and staff that when they do their vetting processes, they should do what Deborah Foundation does, which was to do site visits, because it doesn't really explain everything to him when they would get information on a sheet of paper. The Foundation would ask for their financials and staffing when they vet. They would bring in people from the programs so they could talk to the people that were part of the program. Trustees were also allowed to go to these site visits and would ask the questions that they may have. He added that this suggestion would give them an opportunity to know what's out there in the community and see things that were happening. He wanted to make sure that they're doing their due diligence in the sense of going to the source and being able to ask the questions from the source itself, as opposed to reading a piece of paper, since he has worked with a lot of these groups, and he knew their intentions as well.

CM Coombs stated that when they heard about the item, there was some confusion about the motions that were brought forward. There was some procedural confusion about whether things were amendments, substitute motions, or whether they were going to be able to vote on both of them. There was a question of whether they could vote for the 150, and then they would also vote for the higher amount, because voting for the lower amount wouldn't

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◆ ***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.***

preclude that. CM Coombs stated she wanted them to get something out of the ARPA funding, but she would rather have them get all the funding. She added that because of the procedural confusion, they would need to reconsider this item.

CM Bergan stated she voted no originally on giving any money to the organization. She felt that it was partly a political organization, and she thought that the taxpayer money should not go to a political organization. She added that she made the amendment to do the 150,000 instead of the original amount after hearing some of the work. She added that looking at their annual budget, she had a lot of concerns in terms of how much was going into payroll with 558,000 in their 2022 annual budget, nine staff members with 34,000 in employee benefits, contract labor of 9,000, contractors for 32,000, and uncategorized expenses of 10,500 and more. She thought it was fair to offer the amendment of 150,000. She expressed her opinion that when moving forward on any of the nonprofits they have, they should put in higher standards for criteria. They **couldn't** provide answers on the questions they had during the hearing. CM Bergan stated that although they did some good, she would not support the reconsideration.

Mayor Coffman stated that he met with CM Medina during the interim between the last regular meeting and this meeting, and with the Mayor of Rochester.

Motion by Medina, second by Marcano to support the proposed reconsideration to fully fund the ARPA Nonprofit Grant Agreement East Colfax Community Collective.

Voting Aye: Mayor Coffman, Coombs, Lawson, Marcano, Medina, Murillo

Voting Nay: Bergan, Gardner, Jurinsky, Zvonek, Sundberg

16. **GENERAL BUSINESS**

16.a **ARPA Nonprofit Grant Agreement – Metro Community Provider Network**

Christina McClelland, Grant Development Manager / Hanosky
Hernandez, Senior Assistant City Attorney

Christina McClelland, Grant Development Manager, provided a summary on this item.

CM Coombs wanted to clarify if one of the Northwest clinics that they're proposing to give money to renovate was not going to be closed in the near future, as she heard that there was an intent to close one of the Northwest Clinics. S. Todd of the STRIDE Community Health Center stated they were not planning on closing any locations in Aurora. CM Bergan asked about the amount that would be going towards the renovation. S. Todd stated that the grant amount was 250,000. The total renovation was a little over 750,000. CM Bergan asked if the entire amount was going towards renovation and not towards programming, and if they had sufficient operating expenses. S. Todd stated that the amount was going towards renovations and that they have sufficient operating expenses.

CM Jurinsky stated she had a personal issue with STRIDE. She owned a business right next door to one of their locations. She had photos of the operations STRIDE ran during COVID. She had to sign permission for STRIDE to use her parking lot during the COVID shutdowns. She thought that STRIDE reached out to her via email, and she responded **with, "No, thank you." She did not want anything to do with the** organization. She stated she had all the documentation of their operation during COVID. She also added that during the first shutdown, she had documents on a male staff member who sometimes had a mask on and sometimes he didn't, would run right up to her laughing. She stated that the staff made comments to get more funding by getting 15 more positive tests on COVID. CM Jurinsky urged her colleagues to vote no on this item as she had a personal experience from STRIDE during COVID. She further added that some of them had masks on, some of them didn't, and some of them had no protective equipment and were running around. She photographed a staff from STRIDE not wearing the mask and she had to tell the man to put the mask on.

Mayor Coffman stated he would be in support of this item. He remembered its first clinic in Aurora in 1989. He added that they have

expanded to meet the needs of the underserved and underinsured in the community, and he **couldn't be prouder of the work that they've** done. He was in one of their clinics on Peoria to see their work and **meet with their new executive director. He further stated that they've** been a great partner for the city and he asked the Council to support the amount that was requested.

CM Marcano acknowledged that the Overland Street Clinic has been a huge hit. He has heard a lot of positive feedback from his constituents about the clinic and he recently met with folks from STRIDE to discuss the organization's plans to continue to expand in Aurora and would target those high need areas. He hoped to see a future clinic in partnership with Aurora public schools. He would keep pushing for that at Gateway or Rangeview. CM Marcano thanked everyone for their work.

CM Bergan asked to get accountability reports from the organization on how many served were residents of Aurora and to what degree. S. Todd stated they served over 32,000 residents of Aurora in 2022 at their seven locations. The numbers were in combination of all their services with primary care, behavioral health, dental services, and care coordination. Mayor Coffman added that they had over 90,000 patient visits as well. CM Bergan stated she would support this because of the services that they provided; however, she was also concerned with what CM Jurinsky shared and witnessed and hoped that the behavior within staff would not happen. S. Todd stated she would welcome any conversation to move forward as **they're under new leadership at** STRIDE and she apologized for CM **Jurinsky's** experience. She wanted to make sure that what CM Jurinsky experienced would not happen again. S. Todd further added that they have changed their fashion in doing the vaccines and testing. They were now doing in-house in the clinic with their visits. They were no longer doing the type of work that they did when the epidemic first started.

Motion by Marcano, second by Murillo to approve item 16.a.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Lawson, Marcano, Medina, Murillo, Zvonek, Sundberg

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Voting Nay: Jurinsky

16.b ARPA Nonprofit Grant Agreement – New American College

Christina McClelland, Grant Development Manager / Hanosky
Hernandez, Senior Assistant City Attorney

Christina McClelland, Grant Development Manager, provided a summary on this item.

CM Bergan asked for an explanation if the college would give non-English speaking students tools to apply for college. M. Kobzej, Executive Director, confirmed.

Mayor Coffman asked how they could ensure that the grant monies that they would receive would go to Aurora residents. M. Kobzej stated they have an application and process ready to ensure this.

CM Marcano motioned to approve the item, seconded by Coombs. CM Marcano stated that he was invited to tour the facility in Ward 4 in Aurora about a month or two ago. He stated he was impressed with the program and with the curriculum. The students were making serious progress and they were being set up for success. He met with an Ethiopian business leader in Aurora a few days back, and one of the needs that he told to CM Marcano in the community was that they desperately needed the language learning services, especially folks who recently moved because of the conflict in their country. They wanted to become entrepreneurs and they wanted to go to school. He mentioned the college because he thought that it was a great fit. CM Marcano thanked the organization for applying for this and they would have his support.

CM Sundberg asked about the number of people going through their program and their age range. M. Kobzej responded.

Motion by Marcano, second by Coombs to approve item 16.b.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Zvonek, Sundberg

16.c ARPA Nonprofit Grant Agreement – Mosaic Unlimited Inc

Christina McClelland, Grant Development Manager / Hanosky Hernandez, Senior Assistant City Attorney

Christina McClelland, Grant Development Manager, provided a summary on this item.

CM Jurinsky asked Pastor Reid Hettich why his website failed to mention **the programs presented and that his website doesn't say the word "kid" or "children."** She believed that most churches have some sort of Youth Sunday School Program and yet Pastor R. Hettich's website mentioned none of the things she asked. Pastor R. Hettich responded. CM Jurinsky asked for clarification if Pastor R. Hettich applied as a start-up for these programs or if those were the programs he offered. C. McClelland stated that the application that was submitted was to support the programs that were already in place. Pastor R. Hettich clarified that the application was to launch and build the infrastructure for those programs. CM Jurinsky then asked if they were going to be the crusader of youth programs when they have no kids in their church now. Pastor R. Hettich clarified that they have children in their church and that they **have children's programming.**

CM Bergan thought that the funding of Strengthening Families was 60,000, as Pastor R Hettich came to the Council last year for the Youth Violence Prevention Program and asked for monies for the Safe Haven and Strengthening Families programs. Pastor R. Hettich stated that they asked for a total of 99,000 but they only approved 40,000 for the portion of the Strengthening Families. He added that the Council did not support the Safe Haven Program that time. CM Bergan then stated that the reason they did not support the Safe Haven Program was that it was a place for youth to come during violent incidents. She expressed

her stance then and now that a church should just open their doors. She thought that taxpayers should fund them by opening their doors, and although they would provide food, there would be plenty of people that would donate. She stated that she did support the Strengthening Families. However, that program has yet to start. They funded that program under the impression that they were starting that program last year. CM Bergan asked if the program was based in Denver or in Aurora. Pastor R. Hettich stated responded. CM Bergan asked if they still had the 40,000 funds. Pastor R. Hettich responded. CM Bergan wanted a verification of the award that was received by the church. She also asked what was spent on the 90,000 marijuana monies in the last few years. Pastor R. Hettich clarified. CM Bergan then asked what was the 15,000 that was given to Pastor R. Hettich under the AER 2 and that the Mosaic Church received 90,000 as well. Pastor R. Hettich stated the AER 2 was a fund that went for general operating as they maintained staffing during that time. CM Bergan stated she had churches in her ward that did a lot of good work. She added that Ward 1 helped the underprivileged voluntarily. They donated clothing, food, **and their time. She added that they hadn't come to the City of Aurora** for taxpayer dollars. She expressed her opinion that she would take it very seriously in terms of her responsibility to taxpayers and she would make sure that the money was well spent. They awarded monies in the **past to Mosaic, they've awarded money in the last youth violence.** She stated she doesn't know how her colleagues feel, but she felt the need to put a pause on it until she can see more data. She further stated that the budget had discrepancies from 2021 to 2022. The budget was not detailed and that she had many questions, but she would rather put a pause on it personally.

Mayor Coffman asked if CM Bergan wanted to lay it over again but they would have to provide time for another CM who would want to meet **with the pastor. CM Bergan clarified that she wouldn't want to lay it** over again because she thought that there were still monies that have not been spent. She would like to see the results of the program before they allocate more money. They would not want to spend their nonprofit dollars just because they had a \$2.5 million allocation. They could use the money for other city needs. She added she wanted to make sure that they would spend the taxpayer monies to the most

effective programs, and that it may not be the case for Mosaic Unlimited.

CM Jurinsky stated she went back to the website and looked for the homeless program since the pastor has mentioned an \$80,000 fund went towards a homeless program. She found nothing on their website promoting a homeless program. They did have a donate button and a gather button on their website. The gather button would lead to their Facebook page. She further stated that she scrolled back for two years on their Facebook page, **and she didn't find any post about a homeless program, any type of community outreach, and any Strengthening Families Program start-up in the community.** She reiterated that there were no mentions about youth, a Sunday school program, and the **words "kids," "youth," or, "children," on their website.**

CM Murillo thanked Pastor Reid for joining them tonight and being willing to answer some tough questions. She stated she has worked with the pastor in his capacity with Mosaic Unlimited and even as a representative of the church. She added that she could see how active he and his organization were in the Ward 1 corridor, whenever there was an event held and helped support the Opportunity Center in a collaborative way. She has experienced on-the-ground work that he had done and she looked forward to seeing how he might be able to support the youth as well. She had seen plenty of kids in the Opportunity Center when they were occupying that. They had established that Pastor R. Hettich might want to do some work on their website and she **appreciated that they're focusing more on the delivery of services as** opposed to a Facebook page or a website, but it needed an upgrade. CM Murillo added that in her experience working with the pastor, he had been very collaborative and very supportive of other organizations that might not be as fortunate to support their efforts as well in the pursuit of providing for community and direct services. She further stated that she had a different experience and that she had informed her perspective on the vote tonight.

Mayor Coffman thanked Pastor Reid for his leadership on AKCRT. He had been in the church several times and he enjoyed the services as well as the different operations that they offered. He hasn't been in the

church recently to where he could match them up with some of the requests that were asked before them. He expressed his appreciation to **Pastor Reid and the church. He added he couldn't remember how many** churches were within the church, the different ethnic groups, as well as the fact that it turned into a clinic for the underserved on the evening that University of Colorado participated with their medical students.

CM Lawson asked if the organization was to pay for the training for the Strengthening Families Program that Pastor R. Hettich has mentioned, as she wanted to make sure the money they gave from the YVP were intended for Aurora residents. She asked about the fund for the training if they were to pay for the training. Pastor R. Hettich responded.

CM Marcano thanked Pastor Reid for being present. He stated that he had seen Mosaic do good work in the community. He knew that Pastor Reid served a seriously underserved part of the city and the programming that they were provided in the background worked on keeping the social cohesion of the community together. The Strengthening Families Program tackled the root causes of crime and youth violence. CM Marcano stated he was excited to see that and commended their work along Colfax. He stated they would have his support.

CM Coombs echoed her colleagues' sentiments about the work that Pastor Reid has constantly done on the ground in Ward 1 and in 7/20 Memorial Foundation. She asked for the language access that would be available because of the training. Pastor R. Hettich responded. CM Coombs followed-up that the city could lead on making the program more accessible, multiethnic, and have more language access built into the work that they were doing.

CM Bergan asked if they would get funding from Dayton Street Opportunity Center. Pastor R. Hettich clarified that they were housed in the Dayton Street Opportunity Center, and they do get some in-kind from them such as reduced rent space. CM Bergan followed-up that in the P&L from January through December 31st, they had an income of 50,000 from Dayton Street Opportunity Center and an expense of 60,000 from them. Pastor R. Hettich clarified. CM Bergan stated that

Strengthening Families was a good program. She didn't realize that they had to depend on Denver to get the training and to get the program up and running. However, she could not understand why they would need money to open the doors to youth for the Safe Haven Program when other churches would freely open their doors and ask for donations from the community, especially if there was a horrible incident. Pastor R. Hettich stated there would be no hesitation from them or most churches to open their doors and explained the programming. CM Bergan appreciated the efforts they made. She explained that they could do that without the city **taxpayers' monies. They could call the church and have** a free training session. She stated she could not support that part of the request. She suggested for them to come back to the Council at a different date and have them lay out the program since there were no specific details to justify the funding for the Safe Haven Program.

CM Sundberg thanked the pastor for being present. He recognized the **pastor's presence around the** city, and he believed that he was a person of a unifying nature. He looked through the 2022 Operating Budget and the other was a Profit and Loss from 2022. At the end of the year, it seemed there' was a 101,000 difference between what staff was allocated to be paid and what was actually paid. He stated that a document showed that 110,000 was allocated to staff. However, he saw at the end of 2022, that the staff contractors received only 10,000. Pastor R. Hettich clarified. **CM Sundberg didn't doubt their work and he** would love to see on paper some of the historical progress of the programs to now.

CM Bergan expressed her opinion that she was confused with the inconsistencies, the accounting, the budgets, and what the program really was. She would let Pastor Reid come back in the summertime after they get their money on the Strengthening Families Program. She suggested getting the program started before he comes back to the Council with a detailed plan for the Safe Haven Program to be reconsidered. Pastor R. Hettich stated he would love to come back and have that conversation regardless of how the vote would go.

CM Medina stated that he and Pastor Reid had been in the neighborhood for a long time. Pastor Reid was instrumental in that community as far

as getting youth and adults together. CM Medina remembered those things, being on the ground, and doing all the things that the pastor was currently doing. They both see each other quite a bit in the North or they were in the same meetings most of the time. He stated that they needed to understand the dynamics in the North, as it was very diverse. They both had many things they do for navigation that the city doesn't have access to. They don't have people that speak certain languages in those neighborhoods or the city **didn't hire those people**. They had to reach out to people who have connections in those communities to have the resources, and be able to disseminate information that the city had. **CM Medina stated he would support this because he knew the pastor's intentions and he knew what the pastor did in the community.** He was there every day to see the results in the community. He urged everyone to be on the ground, as he was on the ground every day in those communities, which is why he and Pastor Reid would run into each other almost at every event because they were always in the same circles circumventing the community.

Mayor Coffman explained that he would vote yes for now, but they **would need to go over what they're doing to have his support in the future.**

Motion by Murillo, second by Gardner to approve item 16.c.

Voting Aye: Mayor Coffman, Coombs, Gardner, Marcano, Medina, Murillo

Voting Nay: Zvonek, Lawson, Bergan, Jurinsky, Sundberg

17. **REPORTS**

17.a. **Mayor**

Mayor Coffman informed he had the most extraordinary visit recently in terms of what he would consider a youth violence prevention or helping at-risk youth. He went out with Boys Club Girls Club of Metro Denver, who have closed down the one facility they have on Colfax and Beeler. They've gone into five rural public elementary schools. The one he visited was a K-8 Boston Preparatory

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and he stated that it's one of the most incredible, cost-effective programs he had seen, where it was an after-school program that continued activities and had therapists to address mental health needs and behavioral health needs. He informed that the program would go until 6:30 p.m. for parents that need their children to be there. They would also be open for eight weeks in the summer in the school till 5:00. He stated he would set up a visit there. He invited all Council Members to go with him. He stated that they may get some support from the City of Aurora and other entities, but they could certainly look at increasing that support with some of their youth violence prevention intervention funds.

17.b. **Council**

CM Lawson stated that they have assigned the FSIR Committee positions and they could expect more clarity on the appropriations process moving forward. She informed that the City of Aurora provided testimony today in support of **Senate Bill 2375 Deletion of Childs' Names from Criminal Records. Last week,** the City had met with Representative Lindsay to discuss issues facing Aurora and supported Representative Lindsay's bill, House Bill 23-1123 Move Over or Slow Down Stationary Vehicles.

CM Jurinsky informed that all four at-large Council Members would have an at-large town hall meeting on March 29, 2023, Wednesday, from 6 p.m. to 8 p.m. at the Southeast Recreation Center.

CM Zvonek informed that he would make an appointment to the Citizens Charter Review Task Force to appoint Mike Celetti. The appointee would need to submit an application before the deadline.

CM Murillo stated if they could mute half of the things said behind the dais, as they were rude and disrespectful. She acknowledged and thanked Broil Up, a new organization that served the youth in Aurora. The organization had their annual fundraising banquet on February 4th, but they were unable to attend because they were at the winter workshop. CM Murillo informed them that she received an award from them and she wanted to thank them for all the work **that they've done and she looked forward** to continuing to support them. CM Murillo also informed that she would have her town hall meeting on the 4th

Thursday of the month at the MLK Library. The interim police chief as well as Adams and Arapahoe County Health Department would join the town hall meeting.

CM Sundberg stated they had a group of Ukrainian orphans who visited Aurora. There were close to 14 of them, ages 10 to 16. They arrived at the DIA the next morning. He hosted a pizza party for them at his place and learned a few things. He stated that they were great kids and that they didn't like ice in their soda, and they ate mostly French Fries. The kids have lost a parent in fighting wars, but they were optimistic and positive kids. The business leaders showed them a good time by being involved in various things. However, they had to go back, but he informed them that they were looking for some adoptive services.

CM Medina announced his council meeting coming up on March 1, 2023, Wednesday in the AMC Aurora Room and they would be talking about code enforcement.

CM Marcano announced their next Ward 4 meeting on March 9, 2023, Thursday, at 6:30 p.m. at the Colorado Early Colleges at 1400 South Abilene. He informed them that they would be discussing the state of housing in the city, the obstacles to affordability, and the options they have at their disposal to build more housing in the city. He hoped to see everyone in the meeting. He also informed that he would like to appoint Zachary Heaton to the Citizen's Ad Hoc Charter Review Commission.

CM Coombs announced her next town hall meeting on February 21, 2023, Tuesday, at the Central Recreation Center. They would be discussing intergovernmental cooperation. Arapahoe County Treasurer Michael Westerberg would be attending the meeting together with other elected officials to be announced. On February 25, 2023, she informed them that they would have their quarterly Saturday meeting at Mission Viejo Library at 10:30 a.m. with a presentation from the Aurora Library Board.

CM Bergan informed that she was able to attend a trail ceremony dedication at the Inspiration Metro District. They were able to cut the ribbon for the portion that the Inspiration Metro District funded. She hoped for the completion of Piney Creek Trail Connection. She thanked a group of 20 people for pushing

those forward. She further added she would be watching the Mosaic Unlimited very carefully. Mayor Coffman echoed this and stated that if the issues would not be satisfied, he would be the first to oppose the funding in the next fiscal year.

Mayor Pro Tem Gardner did not have a report.

18. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of the City Council.

MIKE COFFMAN, MAYOR

ATTEST:

KADEE RODRIGUEZ, CITY CLERK

Aurora, Colorado



Proclamation

WHEREAS, colorectal cancer, also called colon cancer, is the second-leading cause of cancer deaths in the United States among men and women combined, and though there is no cure, colorectal cancer is one of the few cancers that can be prevented with timely screenings; and,

WHEREAS, in 2020, over 145,000 people were diagnosed with, and over 53,000 people died of colorectal cancer; and,

WHEREAS, persons under 50 years of age are 58% more likely than older patients to be diagnosed with late-stage disease (stage III or IV); and,

WHEREAS, 1 in 3 people are not up to date with colorectal cancer screening, though affordable, take-home options exist, and 60% of deaths could be prevented with screening; and,

WHEREAS, colorectal cancer incidents and mortality rates are disproportionately higher among racial and ethnic minorities: Black Americans are about 20% more likely to be diagnosed with colorectal cancer and 40% are more likely to die, indigenous communities have higher rates of colorectal cancer than their White counterparts, and Ashkenazi (Eastern European) Jews have one of the highest risks of colorectal cancer of any ethnic group in the world; and,

WHEREAS, observing Colorectal Cancer Awareness Month in March, 2023 is intended to raise awareness of this deadly disease and to encourage all Aurorans to schedule a colon cancer screening as soon as possible.

NOW, THEREFORE, I, Mike Coffman, Mayor of the City of Aurora, Colorado, urge all citizens to take an active role in preventing this disease, and hereby proclaim March, 2023 as:

Colon Cancer Awareness Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 15th day of February 2023.



A handwritten signature in blue ink, reading "Mike Coffman".

Mike Coffman, Mayor
Aurora, Colorado

Aurora, Colorado



Proclamation

WHEREAS, this month we reflect on and applaud the vast contributions and sacrifices of women worldwide, that both publicly and without recognition impact our lives today; and,

WHEREAS, women have led social justice movements, made scientific advancements, enriched culture with works of art and literature, served with valor on battlefields and charted bold political policy that have global impact for this and generations to come; and,

WHEREAS, women of every identity and background lead movements for freedom, suffrage, justice, and equal opportunity, filling critical gaps to serve all communities; and,

WHEREAS, despite these significant contributions, the role of women in history and the marks they make on the world each day have been consistently overlooked and intentionally undervalued in academic studies of literature and history; and,

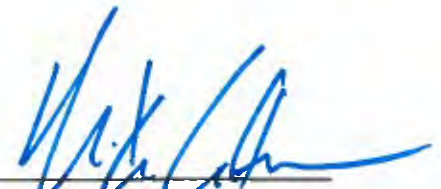
WHEREAS, since 1987, Congress has declared the month of March a time to reflect on women's suffrage; we can expand this opportunity by spreading awareness and continuing movement for just recognition and respect for all women.

NOW, THEREFORE, I, Michael Coffman, Mayor of the city of Aurora, Colorado, do hereby proclaim the month of March 2023 as:

Women's History Month

and encourage Aurorans to support programs, ceremonies and activities that honor women and celebrate the true value of their contributions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 27th day of February 2023.



Mike Coffman, Mayor
Aurora, Colorado



CITY OF AURORA

Council Agenda Commentary

Item Title: Havana Park Pond and Del Mar Parkway Improvements Amendment 2
Item Initiator: Clinton Weisz, Project Engineer, Aurora Water
Staff Source/Legal Source: Andrea Long, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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

Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Enginuity Engineering Solutions LLC, Littleton, Colorado in the amount of \$74,221.83 for providing additional design scope and services during construction for the Havana Park Detention Pond and Del Mar Parkway Improvements Project.
Andrea Long, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

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
- Recommendation Report 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 openly solicited Master Engineering Services Agreements (MESA-VI) was awarded to fifty-five (55) firms in various amounts as noted in the Commentary, for providing task order engineering services over a three-year period, RFP NO. 1895 was approved by City Council on August 27, 2018, Agenda Item 9a. Task Order Number Three was awarded to Enginuity Engineering Solutions LLC, Littleton, Colorado, for the Havana Park Detention Pond and Del Mar Parkway Improvements Project in the not-to-exceed amount of \$293,185.00 under the MESA VI program approved by Council as noted.

The award of an AMENDMENT to an OPENLY SOLICITED contract to Enginuity Engineering Solutions LLC, Littleton, Colorado in the amount of \$147,092.55 for providing additional design scope and services during construction for the Havana Park Detention Pond and Del Mar Parkway Improvements Project, was approved by City Council on May 24, 2021, Agenda Item 10a.

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

The Easterly Creek Basin is a tributary to Westerly Creek in the northwest area of town. Del Mar Parkway is currently aligned where the Easterly Creek creekbed historically used to be. An Outfall Systems Plan (OSP) for Easterly Creek was completed in 2012 and identified several improvements to help improve storm flows and water quality in the area. The improvements will also reduce flooding in the area. The Havana Park Pond was one of the projects identified. The Havana Park detention pond was originally constructed to store approximately 8 acre-feet of runoff. The pond is known to have overtopped several times at the north end, overflowing into East 11th Avenue. The bottom of the Havana Park pond appears to have silted in over the 50 plus years of its existence and the outlet works for the pond have severely deteriorated, as the invert of the 18-inch corrugated metal pipe (CMP) outlet pipe is completely corroded. Upgrades included in the improvement plan involve re-grading the Havana Park detention pond for increased storage volume and water quality volume. The inlet to the pond will be modified for more efficient delivery of flows to the pond and a larger pipe is required within Del Mar Parkway to the modified inlet to ensure that flows reach the upgraded pond.

This project intends to double the detention volume and add water quality volume for the pond that currently exists northeast of Del Mar Parkway and south of East 11th Avenue. Aurora Water is also working closely with Parks, Recreation and Open Space (PROS) to ensure the existing park and playground equipment at this site will be incorporated into the final design to maintain or improve functionality.

Failure to complete this project will mean continued flooding for the residents and businesses in the northwest area of town. While completion of the Havana Park Pond Improvements project will not solve all of the problems for the Easterly Creek basin, it is an important piece of the larger solution.

Enginuity Engineering Solutions Inc. (Enginuity) was selected as the design consultant in the spring of 2020 as part of the MESA VI program.

Item Scope

The design effort includes project management, existing conditions assessment, design survey, Subsurface Utility Engineering (SUE), geotechnical investigation, environmental testing, hydrologic and hydraulic assessment, alternatives analysis and preparation of 30%, 60% and 100% construction plans.

Amendment #1 added \$147,092.55 to the original contact for an expanded design effort that included time and resources to develop: additional SUE for downstream tie-in, a tree protection plan, a bioswale, additional ground water monitoring, additional concept analysis, and services during construction.

This amendment #2 adds \$74,221.83 to the original contract with \$49,011.83 being funded by PROS and the remaining \$25,210 funded by Aurora Water. The funds cover revisions to the landscape plan needed to comply with **the City's water conservation efforts and new ordinance. Additionally, funds were added for pond re-configuration and outlet controls needed to avoid a 30-inch water line downstream.** The agreed upon compensation resulting from negotiations with Enginuity is included in the proposal in Attachment Number Three to this Commentary. The original

contract amount of \$293,185.00 plus Amendment Number One in the amount of \$147,092.55 plus this Amendment Number Two in the amount of \$74,221.83 brings the total contract liability to \$514,499.38. Total construction cost for the project is estimated to be \$3,600,000 making the total fee approximately 14.3% of actual construction costs. The fee is considered fair and reasonable as it is within industry standards.

Future design amendments are not anticipated and a construction contract is planned for the late summer of 2023.

Recommendation

Based on the above, staff recommends that the City amend the openly solicited contract with Enginuity Engineering Solutions LLC, Littleton, Colorado in the amount of \$74,221.83 for providing additional design scope and services during construction for the Havana Park Detention Pond and Del Mar Parkway Improvements Project.

QUESTIONS FOR COUNCIL

Does the City Council approve an amendment to the openly solicited contract with Enginuity Engineering Solutions LLC, Littleton, Colorado in the amount of \$74,221.83 for providing additional design scope and services during construction for the Havana Park Detention Pond and Del Mar Parkway Improvements Project?

LEGAL COMMENTS

Any change order or amendment that would cause the **cumulative** total of all change orders to a contract to exceed \$100,000 requires City Council approval (City Code § 2-676(II)(b)(3)). (Lathers)

Corey Thurman & Lamumba Sayers, Heavy Hands Heavy Heart, discussed their program and community center located in Aurora.

Council Member Johnston expressed appreciation to Mr. Thurman and Mr. Sayers for their efforts in the community and asked if they have met with Aurora Public Schools to discuss their outreach. Mr. Sayers answered affirmatively. Council Member Johnston suggested they connect with Kevin Cox, Aurora Public Schools Board of Education member, in that regard.

Mr. Sayers and Mr. Thurman agreed to do so.

Kevin Cox spoke in support of the Providence at the Heights housing development and the Denver Meadows residents.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented with item 10e moved to item 11b as a public hearing.

9. **CONSENT CALENDAR - 9a-j**

General Business

- a. Consideration to AWARD OPENLY SOLICITED CONTRACTS for Master Engineering Services Agreements (MESA VI) to fifty-five (55) firms in various amount as noted in this Commentary, for providing task order engineering services over a three-year period, RFP 1895. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- b. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Stantec Consulting Services, Inc., Fort Collins, Colorado in the amount of \$295,662.74 to add final design and construction phase engineering services for the Jefferson Lake Repairs Project. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water

Motion by Roth, second by Berzins, to approve items 9a and 9b.

Voting Aye: Mayor LeGare, Bergan, Berzins, Gruber, Hiltz, Johnston, Lawson, Murillo, Richardson, Roth, Watson

- c. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with RJH Consultants, Inc., Englewood, Colorado in the amount of \$3,760,266.49 to add professional services and geotechnical field services for the Wild Horse Reservoir Project. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water

Council Member Roth pointed out the \$3.7M was being used to purchase additional design services for additional capacity.

Motion by Roth, second by Gruber, to approve item 9c.

Voting Aye: Mayor LeGare, Bergan, Berzins, Gruber, Hiltz, Johnston, Lawson, Murillo, Richardson, Roth, Watson

- d. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with CH2M Hill Engineers, Inc., Englewood, Colorado in the amount of \$843,030.00 to add design services and engineering services during construction for the Quincy Reservoir Intertie & Aeration System Improvements Project. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water

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

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January 25, 2023

Clint Weisz, PE
Project Manager, Aurora Water
15151 E. Alameda Parkway
Aurora, CO 80012

**RE: REQUEST FOR AMENDMENT #2
MESA VI Task Order #3, Purchase Order No. 20P0545
Havana Park Pond and Del Mar Parkway Improvements**

Dear Clint:

Please find the attached request for Amendment #2 to provide continued engineering design services for the Havana Park Pond and Del Mar Parkway Improvements Project. This request reflects additional design services that have been identified beyond the original scope of the project. These additional services are primarily related to proposed park improvements as well as turf grass conversion efforts to comply with the City's water conservation efforts and new ordinance. The design services proposed in this Amendment were identified by the project team, including Aurora Water and Aurora Parks, Recreation & Open Space (PROS), during scoping meetings held on 11/29, 12/1, and 12/14/2022.

The additional services to be performed under this Amendment include the following:

- Task 1: Schematic Plan
 - Overall, long-term park planning (programming) at a schematic level.
 - Please see the attached proposal from the project's Landscape Architect, Matrix Design Group, for additional details.
- Task 2: Landscape Design Updates
 - Proposed park improvements will be incorporated into the design plans as previously identified by the design team. The improvements include:
 - Updated landscape plans that comply with the park's long-term plan developed in Task 1, and provide turf reduction/conversion efforts desired by PROS.
 - Design plans for the construction of a new ADA-accessible hard surface detached sidewalk along 11th Avenue and Del Mar Parkway.
 - Design plans for updated curb ramps at the northwest corner of the park at 11th Avenue and Del Mar Parkway.
 - Establish the location for proposed concrete pads for future tables and seating along 11th Avenue.
 - Removal and replacement of the existing asphalt trail and concrete curb ramp at the southern end of the park.
 - Coordination with the ongoing Havana/11th/Del Mar Improvements Projects (by others).
 - Please see the attached proposal from the project's Landscape Architect, Matrix Design Group, for additional details.

- Task 3: Irrigation Plan Updates
 - Updates to the irrigation plans will be made to address changes made to the Park’s configuration under Tasks 1 and 2.
 - Please see the attached proposal from the project’s Landscape Architect, Matrix Design Group, for additional details.
- Task 4: Final Construction Documents
 - Improvements proposed under Tasks 2 and 3 will be incorporated into the project’s final construction documents, including design plans, specifications, and opinion of probable cost.
 - Please see the attached proposal from the project’s Landscape Architect, Matrix Design Group, for additional details.
- Task 5: Pond Re-Configuration Avoiding 30-inch Water Line In 11th Avenue
 - The pond had been designed through 90% with the intent of relocating an existing 30-inch water line in 11th Avenue. The concept was to lower the water line in order to provide space for an adequate pipe outfall from the pond, and tie into the existing downstream system at a reasonable distance from the pond. After further consideration from the design team, input from Aurora Water, and additional field pot-holing for an adjacent utility duct bank, it was decided to reconfigure the outlet to run the outfall pipe over-top the water line, thus eliminating the need to lower the line. Design revisions/modifications associated with this design change include:
 - Pond outfall pipe plan/profile
 - Outlet structure details
 - Overall pond grading modifications
 - Micropool and forebay details
 - Bioswale layout and details
 - SWMP sheet revisions
 - Pipe hydraulic calculations
 - Drainage report update

Since much of the proposed work under this amendment involves improvements to the Park’s facilities and configuration, the attached proposal from the project’s Landscape Architect, Matrix Design Group, provides additional details to the Scope of Work for the Amendment (Tasks 1-4).

The team of sub-consultants proposed for this additional work remains consistent with the current design team. While the Landscape Architecture component of the project will be handled by a different firm (Matrix Design Group instead of Great Ecology), the personnel remains consistent since the beginning of the project (Josh Eldridge and Ellie Garza).

Schedule

General Design Schedule:

- Notice to Proceed
- Week 1-2 : Schematic plan development, client review and approval, develop initial layout plan updates, reach out for Del Mar Pkwy/Havana Triangle improvement project data.
- Week 2-5: Layout plan updates, begin landscape plan updates, begin sidewalk and ramp designs, progress meeting, incorporate Del Mar Pkwy/Havana Triangle improvement project data.

- Week 5-6: Finalize layout, landscape, sidewalks, ramps. Begin irrigation plan updates, spec/notes/detail updates.
- **Week 7-8: Design team review (City of Aurora)**
- Week 8-9: Update cost estimate, finalize spec/notes/detail/100% plans, bid document completion
- Week 9-10: Final submittal (AMANDA portal and Design Team), client review, final approvals

See attached detailed schedule through construction and substantial completion.

Assumptions

- Additional AMANDA review will not be needed
- Revisions to the current stormwater, detention pond, structures, WQ, geotechnical, environmental, and utility plans/reports will not be needed.
- Additional field survey will not be needed.
- Excludes public outreach meeting support.
- No supplemental services required.

Change In Fee

The additional fee is estimated to be **\$74,221.83**. A detailed cost estimate is included.

We trust the above and the attached are acceptable; however, if you have any questions or concerns, please do not hesitate to contact us. We look forward to continuing our work with the City of Aurora on this project.

Sincerely,



Donald J. Jacobs, P.E.
Principal / Sr. Water Resources Engineer
djacobs@enginuity-es.com

Havana Park Pond Schedule

Updated 1/25

Item	Duration	Start Date	End Date
AMANDA Review – Final Review	Completed		
Scoping Coordination with PROS	Completed		
Amendment Council Meeting and Approval	4-weeks	1/25/2023	2/27/2023
Project Restart	NTP	3/3/2023	3/3/2023
Park Schematic Plan and Initial Layout	2 weeks	3/6/2023	3/17/2023
Layout and Landscape Plan Updates	3 weeks	3/20/2023	4/7/2023
Progress Meeting	0 weeks	4/10/2023	4/10/2023
Finalize Layout and Landscape Plan, Begin Irrigation	2 weeks	4/10/2023	4/21/2023
Design Submittal		Milestone	
Design Team Review (City of Aurora)	2 weeks	4/24/2023	5/5/2023
100% Plans, Finalize spec/notes, Bid Docs, OPC	2 weeks	5/8/2023	5/19/2023
Final Submittal (AMANDA Portal, Design Team)		Milestone	
Final Plan and Spec. Approvals (City of Aurora)	2 weeks	5/22/2023	6/2/2023
Advertising and Bidding	6 weeks	6/5/2023	7/14/2023
Contractor Selection		Milestone	
1st Council Meeting	6 weeks	7/17/2023	8/28/2023
2nd Council Meeting (Reconsideration)	2 weeks	8/28/2023	9/11/2023
Issue Notice of Award	1 week	9/11/2023	9/18/2023
Contracting (Purchasing and the Contractor)	4 weeks	8/18/2023	10/13/2023
Construction NTP		Milestone	
Construction thru Substantial Completion	8 months	10/16/2023	6/14/2024
Final Completion	1 month	6/17/2024	7/19/2024
Final Completion		Milestone	

ATTACHMENT A1: FEE SUMMARY



PROJECT COST WORKSHEET

PROJECT NAME : <u>Amendment #2 - Havana Park Pond</u>	PREPARED BY : <u>Don Jacobs</u>
LOCATION : <u>Aurora, CO</u>	DATE : <u>January 25, 2023</u>
CLIENT NAME : <u>Aurora Water</u>	PHONE : <u>303-803-5954</u>
TYPE OF PROPOSAL : <u>Time and Materials Not to Exceed</u>	CONTRACT TIME : _____

1. LABOR

EMPLOYEE NAME	EMPLOYEE CLASSIFICATION	WORK HOURS	HOURLY RATE	TOTAL LABOR FEE
Don Jacobs	Principal Engineer	146	\$ 185.00	\$ 27,010.00
Tim Fry	Senior Engineer IV	0	\$ 145.00	\$ -
Jason Renneker	Senior Engineer I	234	\$ 130.00	\$ 30,420.00
Duke Douglas	Engineer I	0	\$ 105.00	\$ -
TOTAL LABOR		380		\$ 57,430.00

2. OTHER DIRECT COSTS

DIRECT EXPENSE	RATE PER UNIT	UNITS	QUANTITY	TOTAL DIRECT COSTS
B&W Plots	\$ 1.00	square foot	0	\$ -
Color Plots	\$ 5.00	square foot	0	\$ -
Copies (B&W) 8-1/2 x 11	\$ 0.10	copy	0	\$ -
Copies (Color) 8-1/2 x 11	\$ 1.00	copy	0	\$ -
Copies (B&W) 11 x 17	\$ 0.15	copy	0	\$ -
Copies (Color) 11 x 17	\$ 1.50	copy	0	\$ -
Vehicle Expense	\$ 0.655	miles	186	\$ 121.83
TOTAL DIRECT EXPENSES				\$ 121.83

3. SUBCONSULTANTS

COMPANY	GENERAL DESCRIPTION OF SERVICES	METHOD OF COMPENSATION	TOTAL SUBCONSULTANT
Matrix Design Group	Ecology, Landscape Architecture, Irrigation	T&M Not to Exceed	\$ 16,670.00
Pinyon Environmental	Environmental Assessment	T&M Not to Exceed	\$ -
Precision Surveying	Surveying	T&M Not to Exceed	\$ -
Utility Mapping Services, Inc.	Subsurface Utility Engineering	T&M Not to Exceed	\$ -
Lithos Engineering	Geotechnical	T&M Not to Exceed	\$ -
San Engineering	Structural Engineering	T&M Not to Exceed	\$ -
TOTAL SUBCONSULTANTS			\$ 16,670.00

4. SUPPLEMENTAL SERVICES

0% OF PROJECT COST	\$ -
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5. TOTAL COST: (Sum of sections 1, 2, 3, & 4)	\$ 74,221.83
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Engenuity Engineering Solutions, LLC
 10106 W. San Juan Way, Ste 215
 Littleton, CO 80127
 PH : 303-803-5954
 djacobs@engenuity-es.com

ATTACHMENT A2: DETAILED MANHOUR ESTIMATE

Amendment #2 - Havana Park Pond

January 25, 2023



Task ID	Task	Hours by Staff Member					Costs by Firms (Subcontractor Costs)						Total Cost	Comments			
		Enginuity					Enginuity Civil	Matirx LA	Pinyon EA	Precision Survey	UMSI SUE	Lithos Geotech			San Eng. Structural		
		Prin Eng \$185.00	Sr. Eng IV \$145.00	Sr. Eng I \$130.00	Eng I \$105.00	Totals											
0	Project Management																
0.1	Project Management	8				8	\$1,480									\$1,480	
0.2	Coordination and Progress Meetings	24		6		30	\$5,220									\$5,220	
	Other Project Direct Costs (ODC's)						\$122									\$122	
	Subtotal Project Management	32	0	6	0	38	\$6,822	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,822	
1	Schematic Plan																
1.1	Schematic Plan Development	4				4	\$740	\$2,370								\$3,110	Primarily Matrix
	Subtotal Schematic Plan	4	0	0	0	4	\$740	\$2,370	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,110	
2	Landscape Design Updates																
2.1	Update Landscape Plans	2				2	\$370	\$6,380								\$6,750	Primarily Matrix
2.2	Detached Sidewalk Design	8		24		32	\$4,600									\$4,600	Alignment, profile (if needed), grading, x-section
2.3	Curb Ramp Design	3		24		27	\$3,675									\$3,675	Assume up to 3 ramps
2.4	Concrete Pad Layout	4		8		12	\$1,780									\$1,780	
2.5	Asphalt Trail Replacement Design	3		8		11	\$1,595									\$1,595	
	Subtotal Landscape Design Updates	20	0	64	0	84	\$12,020	\$6,380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,400	
3	Irrigation Plan Updates																
3.1	Update Irrigation Plans	2				2	\$370	\$5,580								\$5,950	Primarily Matrix
	Subtotal Irrigation Plan Updates	2	0	0	0	2	\$370	\$5,580	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,950	
4	Final Construction Documents																
4.1a	Civil Design Construction Plans - 100% Plan Submittal																No hours this line, Assume one review by the design team
	Landscape and Irrigation Plans	1		4		5	\$705	\$2,340								\$3,045	
	Update CD's to Include Detached Sidewalk, Ramps, Asphalt Trail, and Conc. Pads	8		32		40	\$5,640									\$5,640	
	GESC Updates	2		8		10	\$1,410									\$1,410	
4.1b	Civil Design Construction Plans - Final Plan Submittal																No hours this line, Assume No additional AMANDA rev.
	Landscape and Irrigation Plans	1		2		3	\$445									\$445	
	Updated CD's including Detached Sidewalk, Ramps, Asphalt Trail, and Conc. Pads	1		8		9	\$1,225									\$1,225	
	GESC Updates	1		2		3	\$445									\$445	
	Specifications	4		2		6	\$1,000									\$1,000	
	Cost Estimate	4		6		10	\$1,520									\$1,520	
	Subtotal Final Construction Documents	22	0	64	0	86	\$12,390	\$2,340	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,730	
5	Pond Re-Configuration Avoiding 30-inch Water Line																
5.1	Civil Design Construction Plans - 90% Plan Revision																No hours this line
	Pond Outfall Pipe Plan/Profile	12		20		32	\$4,820									\$4,820	
	Outlet Structure Details	12		16		28	\$4,300									\$4,300	
	Overall Pond Grading	12		24		36	\$5,340									\$5,340	
	Micropool and Forebay Details	8		16		24	\$3,560									\$3,560	
	Bioswale Layout and Details	4		8		12	\$1,780									\$1,780	
	SWMP Layout	2		8		10	\$1,410									\$1,410	
	Pipe Hydraulic Calculations	8		4		12	\$2,000									\$2,000	
	Drainage Report Update	8		4		12	\$2,000									\$2,000	
	Subtotal Pond Re-Configuration Avoiding 30-inch Water Line	66	0	100	0	166	\$25,210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,210	
6	Supplemental Services																
	Supplemental Services						\$0									\$0	Assume none, can be added if requested by PM
	Subtotal Supplemental Services	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Totals		146	0	234	0	380	\$57,552	\$16,670	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$74,222	

January 3, 2023

Don Jacobs
Enginuity Engineering Services
10106 W San Juan Way
Littleton, CO 80127

Proposal for the Havana Park Pond and Del Mar Parkway Improvement Plans Landscape and Irrigation Updates - Amendment #2

Dear Mr. Jacobs,

Matrix Design Group, Inc. (Matrix) is pleased to present this proposal to provide additional landscape plan and irrigation plan development services for the Havana Park Pond and Del Mar Parkway Improvement Plans. This proposal provides further information on our understanding for the requested contract amendment, the proposed scope of work, estimate of fees, and project schedule to accomplish the requested deliverable.

CONTRACT AMENDMENT REQUEST

Enginuity Engineering Solutions (Enginuity) and Matrix are currently working on the Havana Park Pond and Del Mar Parkway Improvement Plans (Project) for the City of Aurora Public Works Department (Public Works). The primary goal for the Project is to increase stormwater capacity and resiliency at the detention pond. In October 2022, The Aurora City Council approved an ordinance that promoted the conservation of water by prohibiting the use of turf in certain landscape applications. Although the project design had been primarily developed and reviewed prior to the ordinance taking effect, Public Works, and other project stakeholders (Project Team) were interested in exploring the opportunity to modify the Project to endorse the ordinance recommendations. The Project Team met with Enginuity and Matrix in November 2022 to discuss the changes needed to the Project to fulfill the ordinance requirements. Based on this discussion, an amendment (Amendment #2) to the original contract is requested to implement the changes to the Project construction documents. After this initial meeting, Matrix and City of Aurora Parks, Recreation, and Open Space (PROS) Department met to develop a diagram that captured the recommended updates for the Project as well as considerations for future PROS park improvements. The Project Team and consultants met a final time to confirm the diagram and the changes needed to update and complete the Project. An exhibit that portrays the updates to the Project and the future PROS park improvements is attached for further understanding. The exhibit outlines the updates to the Project that are within this scope of work (Amendment #2) as well as items identified as a part of a future project and are not a part of this scope of work.

Matrix proposes the following scope of work to assist Enginuity with the requested updates for the Havana Park Pond improvement project construction documents.

PROPOSED SCOPE

Task 1: Schematic Plan

Matrix will draft a schematic plan that will formalize the diagram developed with the project team that captures the long-range vision for Havana Park. The plan will include updates proposed to the current Project as well as future PROS park improvements. The schematic plan will be an 11'x17' color exhibit that will portray the proposed park elements including items such as areas of native grass, an area of turf for recreational play, low-water planting beds, trees, community use areas, soft surface and hard surface trails, detention basin improvements, signage, tables, seating, and lighting. The plan will not identify sub-grade irrigation layout. Matrix will provide one draft plan electronically to the Project Team for review and any final updates to the plan. Matrix will finalize the draft and provide a final plan exhibit in PDF format.

Task 1 Deliverables include:

- One (1) draft color plan exhibit
- One (1) final color plan exhibit

Task 2: Landscape Plan Updates

Matrix will update the landscape plans for the Project based on the updates determined by the Project Team in the November-December 2022 meetings and as confirmed during the schematic plan development (see attached exhibit).

This task includes time for coordination with Enginuity on the necessary layout updates needed to promote the adequate use of the new native/low-water landscape program at the park. The layout updates are anticipated to be the addition of a new ADA-accessible hard surface detached sidewalk along 11th Avenue and Del Mar Parkway, updated curb ramps at the northwest corner of the park at the 11th Avenue and Del Mar Parkway intersection pedestrian crossing, and the location of the concrete pads for future tables and seating opportunities at the north side of the park along 11th Avenue. An existing asphalt trail and concrete curb ramp at the southern end of the park will be removed and replaced with the new detached sidewalk. The layout updates will be completed by Enginuity and this task only includes schematic level layout support from Matrix. The layout updates will take into consideration the updates recommended to the pedestrian crossing at the 11th Avenue and Del Mar Parkway from the Havana/11th/Del Mar Improvements Project 30% concept design.

The landscape plan updates will include items such as modified turf area limits, identification and layout of low grow native seed areas, layout of a low-water planting area at the northwest corner of the park at the pedestrian crossing improvements, development of a low grow native seed mix and low-water planting schedule, identification of areas of turf conversion, and updates to plan notes, schedule, details, and specifications for shrub planting, native seed, and turf conversion areas. The landscape plan updates will not include items identified for future PROS park improvements during the November-December 2022 meetings such as updates to the existing playground area (community use area), a formalized park access at the existing asphalt drive that connects Jamaica Street, a future soft surface trail located along the east side of the park, and park amenities such as signage, lighting, benches, and tables. Matrix will provide one draft landscape plan (95% completion level) to the Project Team for review and will incorporate any final updates and comments to the design.

Task 2 Deliverables include:

- Schematic layout plan development support
- One (1) 95% landscape plan

Task 3: Irrigation Plan Updates

Matrix will update the irrigation plans for the Project based on the updates determined by the Project Team in the November-December 2022 meetings and as confirmed during the schematic plan development (see attached exhibit). The irrigation plan updates will include items such as modified zone locations and layouts based on the new park landscape programming, and updates to the irrigation schedule and other associated irrigation tables. The irrigation plan updates will propose to leave two (2) of the existing irrigation zones located at the playground in place since updates to this area will be completed at a future time. The irrigation plan updates will include additional zones, as able, and an irrigation controller with additional zone capacity in anticipation for future PROS park improvement needs. The updates to the irrigation will anticipate a future soft surface trail located along the east side of the park. The irrigation plan updates will not include irrigation lateral and head layout for items identified for future PROS park improvements during the November-December 2022 meetings such as updates to the existing playground area (community use area) and a formalized park access at the existing asphalt drive that connects Jamaica Street. The irrigation plan updates do not anticipate the need to modify the existing main line alignment or other irrigation elements as shown in the 100% plans set provided to PROS in September 2022. Matrix will provide one draft irrigation plan (95% completion level) to the Project Team for review and will incorporate any final updates and comments to the design. In order for the plan updates to be made as quickly as possible.

Task 3 Deliverables include:

- One (1) 95% irrigation plan

Task 4: Final Construction Documents

Under this task, Matrix will complete updates to the final construction document set including the project specifications. As part of this task, Matrix will coordinate with Engenuity and provide final deliverables to support the 100% construction document, specification, and cost estimate completion. This task will include final landscape and irrigation plan updates in coordination with the rest of the construction document set and a Licensed Landscape Architecture stamp for the plans.

Task 4 Deliverables include:

- One (1) 100% stamped landscape plan
- One (1) 100% stamped irrigation plan
- 100% landscape and irrigation cost estimate
- 100% landscape and irrigation specifications

FEE ESTIMATE

The estimated total cost of this effort is not-to-exceed **\$16,670** on a time and materials basis. If additional irrigation or landscape plan updates are necessary or requested, we will immediately inform you to request a modification to the estimate of time and materials and request authorization to proceed. Matrix bills monthly and will initiate work immediately upon written authorization to proceed.

TABLE 1 summarizes the estimated cost associated with the four tasks.

Table 1: Estimated Total Cost

Task	Description	Cost (\$)
Task 1	Schematic Plan Development	2,370
Task 2	Landscape Plan Updates	6,380
Task 3	Irrigation Plan Updates	5,580
Task 4	Final Construction Documents	2,340
	Total	16,670

Fee Assumptions:

The estimated total cost of this effort assumes:

- Coordination with Enginuity and project team;
- Project and task management time to complete tasks;
- No construction administration or bid support is proposed;
- No additional AMANDA review and revisions are anticipated; and
- Items not identified in Scope of Work will not be requested.

PROJECT SCHEDULE

Matrix can begin work within three (3) business days from receipt of a signed contract amendment. Matrix plan to support completing the plan updates as outlined in this proposal so that Public Works can bid the project by Q1 2023. Client coordination and review periods must be completed within a timely manner to maintain the proposed project schedule.

We look forward to the opportunity to finalize the Project construction plans to promote water saving practices at Havana Park.

Sincerely,



Joshua D. Eldridge
 Director of Ecological Services
 Matrix Design Group, Inc.

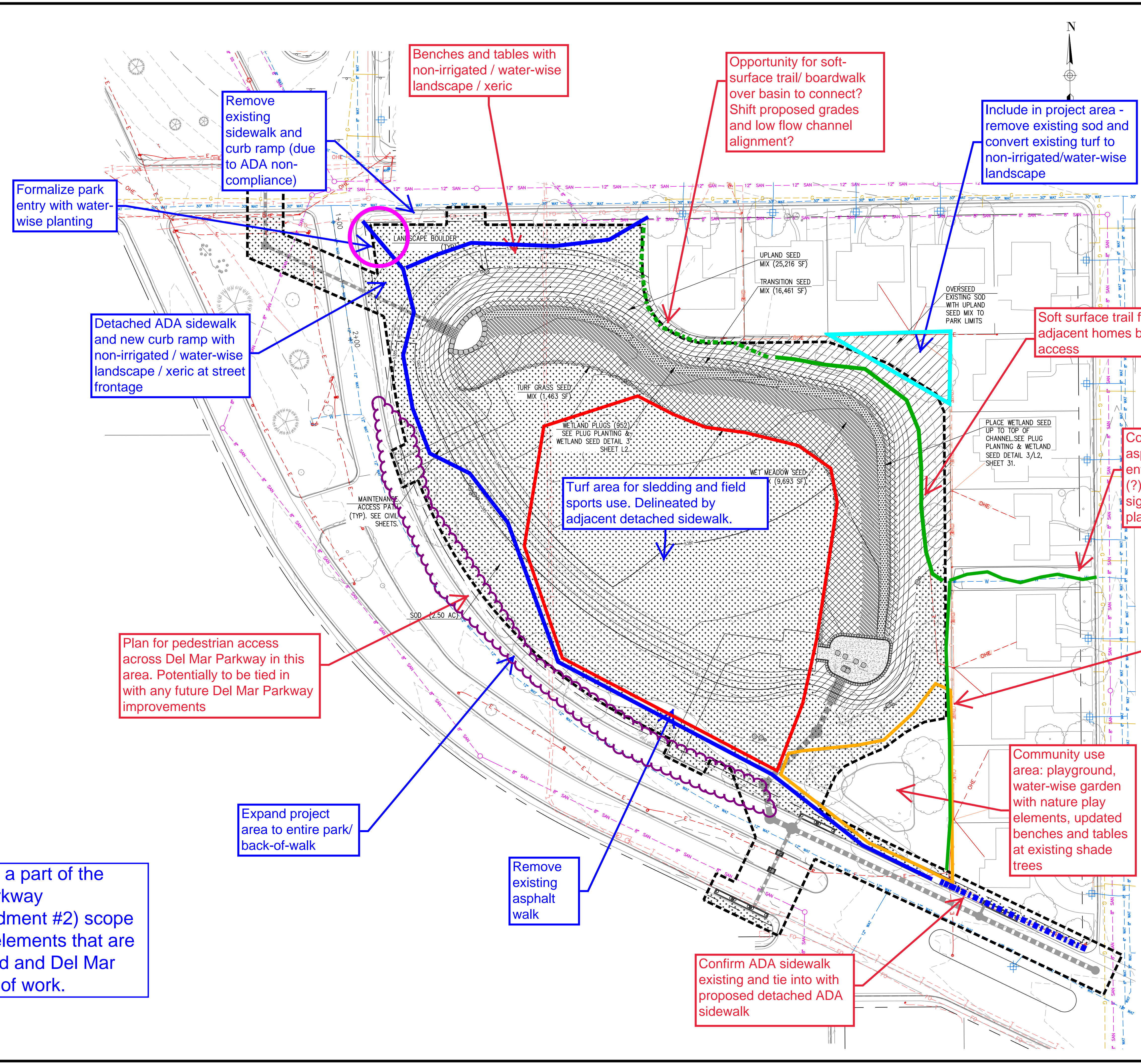
Matrix Design Group
Havana Park Pond Amendment #2 Proposal
Exhibit A

WET MEADOW SEED MIX	
TRANSITION SEED MIX	
UPLAND SEED MIX	
WETLAND PLUGS	
TURF GRASS SEED	
SOD	
LIMITS OF CONSTRUCTION	
PROPOSED MAJOR CONTOUR	5370
PROPOSED MINOR CONTOUR	
TREE PROTECTION (SEE SHEET C16 FOR TREE PROTECTION NOTES AND DETAILS)	
LANDSCAPE BOULDER	

- NOTES:**
- RE: SHEET L2/31 FOR PLANT SCHEDULE, NOTES, AND DETAILS.
 - COORDINATE LANDSCAPE BOULDER SELECTION AND PLACEMENT WITH PROJECT LANDSCAPE ARCHITECT PRIOR TO INSTALL.
 - WETLAND PLUGS AREA SHOWN DIAGRAMMATICALLY. SEE DETAIL 3 SHEET L2/31 FOR FURTHER INFORMATION ON PLUG LAYOUT AND WETLAND SEED EXTENTS IN ASSOCIATION WITH THE CHANNEL LAYOUT.

EXISTING FEATURES LEGEND

	EXISTING STREET LIGHT		EXISTING WATER METER
	EXISTING UTILITY/POWER POLE		EXISTING GAS MANHOLE
	EXISTING GUY WIRE		EXISTING STORM INLET
	EXISTING ELECTRIC METER		EXISTING STREET SIGN
	EXISTING ELECTRIC BOX		EXISTING TELEPHONE MH
	EXISTING FIRE HYDRANT		EXISTING SHRUB
	EXISTING WATER VALVE		EXISTING TREE
	EXISTING WATER MH		EXISTING TREE
	EXISTING CONCRETE		
	EXISTING ROW		
	EXISTING WATER LINE		
	EXISTING GAS LINE		
	EXISTING STORM LINE W/MANHOLE		
	EXISTING SANITARY LINE W/MANHOLE		
	EXISTING UNDERGROUND TELEPHONE LINE		
	EXISTING OVERHEAD TELEPHONE LINE		
	EXISTING UNDERGROUND FIBER OPTIC		
	EXISTING UNDERGROUND ELECTRIC		
	EXISTING OVERHEAD ELECTRIC		
	EXISTING FENCE WOOD		
	EXISTING FENCE METAL		
	EXISTING FENCE BARBED WIRE		
	EXISTING CURB AND GUTTER		
	EXISTING MAJOR CONTOUR		
	EXISTING MINOR CONTOUR		



Formalize park entry with water-wise planting

Remove existing sidewalk and curb ramp (due to ADA non-compliance)

Benches and tables with non-irrigated / water-wise landscape / xeric

Opportunity for soft-surface trail/ boardwalk over basin to connect? Shift proposed grades and low flow channel alignment?

Include in project area - remove existing sod and convert existing turf to non-irrigated/water-wise landscape

Detached ADA sidewalk and new curb ramp with non-irrigated / water-wise landscape / xeric at street frontage

Turf area for sledding and field sports use. Delineated by adjacent detached sidewalk.

Soft surface trail for adjacent homes backgate access

Convert impervious asphalt to park entry: soft-surface (?) walkway, signage, water-wise planting areas

Plan for pedestrian access across Del Mar Parkway in this area. Potentially to be tied in with any future Del Mar Parkway improvements

trail for connection to community use area and detached ADA sidewalk from alley and access from adjacent homes backgate

Expand project area to entire park/ back-of-walk

Remove existing asphalt walk

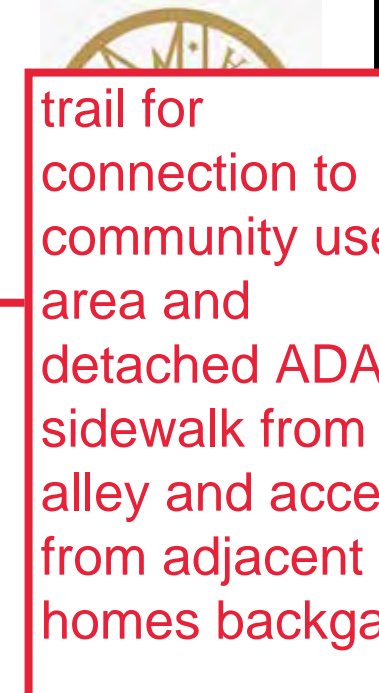
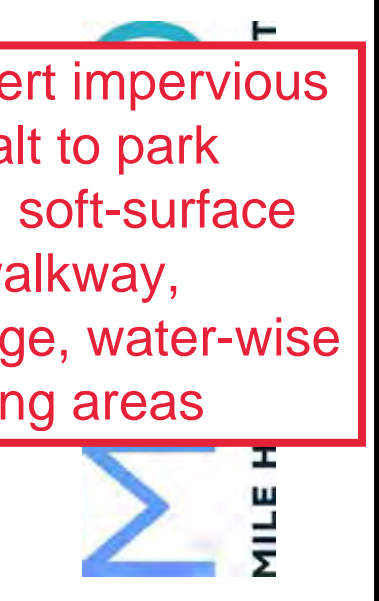
Community use area: playground, water-wise garden with nature play elements, updated benches and tables at existing shade trees

Confirm ADA sidewalk existing and tie into with proposed detached ADA sidewalk

Blue callout boxes identify elements a part of the Havana Park Pond and Del Mar Parkway Improvement Plans updates (Amendment #2) scope of work. Red callout boxes identify elements that are NOT a part of the Havana Park Pond and Del Mar Parkway Improvement Plans scope of work.

FACSIMILE
 This electronic plan is a facsimile of the signed and sealed pdf set.
 Donald J. Jacobs, P.E.
 Date _____

NO.	DATE	BY	DESCRIPTION OF REVISIONS



HAVANA PARK POND AND DEL MAR PARKWAY IMPROVEMENT PLANS
 REVEGETATION PLAN

DRAWN BY:	EG
DESIGNED BY:	EG
APPROVED BY:	JE
DATE:	09/28/2022
SHEET NO.:	L1
	SHEET 30





KEY MAP



CITY OF AURORA

Fiscal Impact Form

Item Title: Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Enginuity Engineering Solutions LLC, Littleton, Colorado in the amount of \$74,221.83 for providing additional design scope and services during construction for the Havana Park Detention Pond and Del Mar Parkway Improvements Project.

Staff contact: Clinton Weisz, Project Engineer, Aurora Water

Staff Source/Legal Source: Andrea Long, Principal Engineer, Aurora Water / Dave Lathers, Sr. Assistant Attorney

TYPE OF FISCAL IMPACT

Select all that apply.

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

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

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.)

This amendment #2 adds \$74,221.83 to the original contract with \$49,011.83 being funded by Parks, Recreation and Open Space (PROS) and the remaining \$25,210 funded by Aurora Water.

Aurora Water funding for this amendment will be from the Capital Improvement Program, Wastewater Fund in the amount of \$25,210.00
ORG 52535 (Easterly Creek Outfall Improve-SD)

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



CITY OF AURORA

Council Agenda Commentary

Item Title: Project NO. R-2307 – Quincy Waterline Condition Assessment
Item Initiator: Shiva Sapkota, Engineer, Aurora Water
Staff Source/Legal Source: Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.4--Maintain a reliable water system

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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

Consideration to AWARD AN OPENLY SOLICITED CONTRACT to PICA Pipeline Inspection & Condition Analysis Corp. USA (PICA) in the Amount of \$131,725.00 for Providing Consulting Services for the Quincy 42 Inch Waterline Condition Assessment, Project NO. R-2307.
 Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Dave Lathers, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

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
- Recommendation Report Attached
- Minutes Attached
- Minutes Not Available

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

None.

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

Quincy Pump Station Raw Water Transmission Pipeline constructed in 1973 is a critical raw water supply line for Aurora Water. This pipeline delivers raw water originated from the Quincy Reservoir through the Quincy Pump Station to the **Griswold Water Purification Facility. The 42" diameter pipeline is constructed using welded steel and cement mortar liner.**

In the Summer of 2022, a failure occurred in the Quincy pipeline near Quincy Avenue. A visual inspection of the specific failure location shows significant corrosion in the pipeline. The proposed project is to perform a high-resolution condition assessment of the pipeline in the suspected corroded segment. The approximately 1,000 feet inspection of this pipeline will allow Aurora Water to prioritize repair of the distressed segments. The proposed condition assessment will show anomalies in the pipeline and determine specific loss in pipeline thickness with a high-resolution accuracy. This pipeline is currently drained until April 10th **due to maintenance activities at Aurora's** Griswold Water Purification Facility creating an opportunity for an inspection.

Performing a condition assessment prior to any significant capital investment has been proven to reduce infrastructure failure risk and significant cost savings. Aurora Water will benefit from this condition assessment for these main reasons:

- Effective Asset Management Program
 - Allow the water main to remain in service longer based on the condition assessment
 - Prevent the water main failures from occurring by intervening sooner
- Find and repair active leaks (reduce water loss)
- Tailor renewal projects and methods to match the true condition of the water main rather than replacing the entire main

Scope

Aurora Water is requesting approval to award an Openly Solicited contract to PICA Pipeline Inspection & Condition Analysis Corp. USA (PICA) **to perform condition assessment of 42" Quincy Raw Water Pipeline.**

PICA will insert an electromagnetic tool to inspect approximately 1,000 feet of suspected degradation section of the pipeline and provide a recommendation report to Aurora Water. The report will show the true condition of the pipeline and specific anomalies identified by the electromagnetic tool. Furthermore, the report will provide high resolution location data where Aurora Water can repair/replace isolated small corrosion cells within the pipeline section.

Request for Proposal Results

The proposed services for **42" Quincy Raw Water Pipeline Condition Assessment** were solicited under a formal competitive Request for Proposal (RFP): R-2307 using a qualification and price-based selection process where the top-ranked firm is selected for the award of the contract. Only two (2) firms: PICA Pipeline Inspection & Condition Analysis Corp. USA and Pure Technologies, U.S. Inc. submitted a response to the RFP.

PICA Pipeline Inspection & Condition Analysis Corp. USA and Pure Technologies, U.S. Inc. were evaluated based on the following criteria contained in the RFP:

- Experience of the firm
- Project approach
- Inspection technology validation
- References
- Project QA/QC
- Price proposal

PICA Pipeline Inspection & Condition Analysis Corp. USA's price proposal is \$131,725.00 vs Pure Technologies proposed \$175,500.00 for the same services. A detailed scope of work, project schedule and price proposal in the total amount of \$131,725.00 were negotiated by Aurora Water with PICA Pipeline Inspection & Condition Analysis Corp. USA **for the 42" Quincy Raw Water Pipeline Condition Assessment project. The agreed upon amount is within the approved budget for this project.** The specific details regarding the proposed scope of services and cost breakdowns are shown in an attachment to this commentary. Based on the above, the price proposal for providing the proposed consulting services is fair and reasonable.

Recommendation

Based on the above, staff recommends the City AWARD AN OPENLY SOLICITED CONTRACT to PICA Pipeline Inspection & Condition Analysis Corp. USA in the amount of \$131,725.00 for providing consulting services for the Quincy 42-inch Waterline Condition Assessment, Project NO. R-2307.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

Funding for this contract will be from the Capital Improvement Program Water Fund in the amount of \$131,725.00.
Org/Account: 52959/68310/526720/0300 (Raw Water Rehab). This does not shift existing budget away from existing programs/services as it falls within planned condition assessment/rehabilitation program.

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council support to AWARD AN OPENLY SOLICITED CONTRACT to PICA PIPELINE INSPECTION & CONDITION ANALYSIS CORP. USA (PICA) in the amount of \$131,725.00 for providing consulting services for the Quincy 42-inch Waterline Condition Assessment, Project NO. R-2307?

LEGAL COMMENTS

Awards worth \$50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)). (Lathers)

A Motion to Approve shall include a Waiver of Reconsideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: ImageTrend EMS and Community Health Software
Item Initiator: Jeff Lehmann, Sr. Procurement Agent
Staff Source/Legal Source: Scott Newman, Chief Information Officer / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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.)*

Consideration to extend a SINGLE SOURCE CONTRACT to ImageTrend, Inc., Lakeville, MN in the Amount of \$124,485.10 for EMS messaging, Data Mart, Target Solutions, Elite EMS, Field Reporting, and Community Health Software Subscriptions for Aurora Fire Rescue
Scott Newman, Chief Information Officer / Dave Lathers, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

City Council approved the previous awards to ImageTrend on the Purchasing Actions Weekly reports dated November 15, 2021 and December 6, 2021 in the amounts of \$32,383.77 and \$40,170.00 respectively.

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

The Information Technology Department (IT) in conjunction with Aurora Fire Rescue (AFR) has a requirement to renew software subscriptions for various ImageTrend modules used by AFR for data storage, data flow from CAD systems, and messaging for patient care and analysis of activities.

IT has worked with ImageTrend on co-termination dates on various modules so they will all now have the same expiration date of October 31, 2023 from hereon. In addition, the Community Health module that seamlessly integrates with existing modules was added to the term in the amount \$64,065.81. This is why the new requested amount exceeds the previously approved amounts.

Renewal pricing reflects a not-to-exceed increase of 3% over the prior term in accordance with the originally negotiated contract. Therefore, extension pricing is considered to be fair and reasonable.

City Council approval is required for single or sole source awards of \$50,000.00 or more.

Based on the above, it is staff's recommendation to proceed with a single source contract extension with ImageTrend, Inc., Lakeville, MN in the amount of \$124,485.10 for EMS messaging, Data Mart, Target Solutions, Elite EMS, Field Reporting, and Community Health software subscriptions for AFR through October 31, 2023.

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.)

Org: 37004	Public Safety	Acct: 62380	Hosted Subscription	\$124,485.10
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NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council approve a single source contract extension with ImageTrend, Inc., Lakeville, MN in the amount of \$124,485.10 for EMS messaging, Data Mart, Target Solutions, Elite EMS, Field Reporting, and Community Health software subscriptions for AFR through October 31, 2023?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when standardization of parts, modules, accessories, or additions will minimize excessive inventory or maintain compatibility with existing furnishings or installations (City Code § 2-674(7)). (Lathers)



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Imagetrend EMS messaging, Data Mart, Target Solutions, Elite EMS, Field Reporting and Community Health software subscriptions for Aurora Fire Rescue.
Item Initiator: Jeff Lehmann, Sr. Procurement Agent
Staff Source/Legal Source: Scott Newman, Chief Information Officer / Dave Lathers, Sr. Assistant Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.3--Provide a state-of-the-art Public Safety Comm Center and quality 911 services

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

- There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date
- The delay will result in an adverse financial impact to the city
- The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 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.)

The Procurement Agent submitted the award for approval via the Weekly Report to Council in error that was not discovered until 02/13/23 (cutoff for commentaries was 02/10/23). Because this is a single source award greater than \$50K, approval is required through the formal Council commentary process in lieu of the Weekly Report.

Renewal is already overdue and further delay to a future meeting should not occur so invoice can be paid a.s.a.p. **and no disruption in service occurs.**

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.

Jeff Lehmann _____
Agenda Item Initiator Name

Jason Batchelor _____
Late Submission Approver Name

 _____
Agenda Item Initiator Signature 02/14/2023
Date

 _____
Late Submission Approver Signature 02/14/23
Date

AWARDS \$25,000.00 - \$49,999.99 subject to call-up:

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID NUMBER
<p>IMAGETREND, INC. LAKEVILLE, MN Dept: IT</p>	<p>Extend the Imagetrend Elite EMS annual subscription for Aurora Fire Rescue through October 30, 2022.</p> <p>Renewal pricing for the three modules has increased 3% over the prior term. Given the Municipal Cost Index (MCI) is up 10.8% year-to-year ending September 2021, pricing is considered to be fair and reasonable.</p> <p><i>Purchases where a vendor offers to extend an existing contract under the same terms and conditions within current market pricing are authorized to be awarded through noncompetitive negotiations. 2-674-2</i></p>	<p>\$32,383.77</p>	<p>NA</p>
<p>CPS DISTRIBUTORS, INC. AURORA, CO Dept: PROS</p>	<p>Award a competitively bid contract for the purchase of specialized Rainbird irrigation products and miscellaneous parts as required for maintenance and repair at City golf courses through March 31, 2022.</p> <p><i>When Aurora piggy-backs off another government agency's competitive bid it is treated the same as if it were our own bid. 2-679</i></p>	<p>NOT-TO-EXCEED \$35,000</p>	<p>Municipal Assembly of Procurement Officials (MAPO)</p>
<p>MASEK GOLF CARS COMMERCE CITY, CO Dept: PROS</p>	<p>Award a single source contract for the purchase of Yamaha golf cart parts as required for the repair and maintenance of City golf carts through December 31, 2022.</p> <p>Staff has confirmed that Masek is the authorized Yamaha distributor for the sale of carts, parts and services for the City of Aurora.</p> <p>Masek is providing a discount of 20% below list price to the City. This is the same discount Masek provides to other municipalities. Therefore, the pricing is considered to be fair and reasonable.</p> <p><i>Purchases where it is important to maintain compatibility with existing furnishings or equipment are authorized to be awarded through noncompetitive negotiations. 2-674-7</i></p>	<p>\$35,000.00</p>	<p>N/A</p>

AWARDS \$25,000.00 - \$49,999.99 subject to call-up:

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID NUMBER
<p>SAFE RESTRAINTS</p> <p>DIABLO, CA</p> <p>Dept: Police</p>	<p>Award a sole source contract to purchase 23 each Wrap Safety Restraint Systems for the Police Dept. The purchase will be funded by Grant #2020-DJ-BX-0592.</p> <p>Safe Restraints is the only manufacturer of this system. The system is designed to protect subjects, officers and other staff. A subject is positioned upright with no pressure against their chest while being handcuffed.</p> <p>The firm has proposed a 15% discount on pricing for the system due to the volume requested. Therefore, the pricing is considered to be fair and reasonable.</p> <p><i>Purchases where one firm, and only one firm is known to be capable of providing items and/or services are authorized to be awarded through noncompetitive negotiations. 2-674-10</i></p>	<p>\$28,338.76</p>	<p>N/A</p>
<p>HARCROS CHEMICALS</p> <p>GOLDEN, CO</p> <p>Dept: Water</p>	<p>Award a competitively bid contract for the purchase of hydrogen peroxide water treatment chemical as required for the Binney Water Purification Facility through December 31, 2022.</p> <p><i>When Aurora piggy-backs off another government agency's competitive bid it is treated the same as if it were our own bid. 2-679</i></p>	<p>NOT-TO-EXCEED</p> <p>\$39,050.00</p>	<p>MAPO</p> <p>B-4493</p>
<p>IMAGETREND INC.</p> <p>LAKEVILLE, MN</p> <p>Dept: IT</p>	<p>Award a single source contract for CAD Distribution, Base Continuum, EMS Content and Fire Content packages per the agreement dated October 13, 2020. This is an extension of an emergency order from 2020.</p> <p>The pricing provided is a 3% increase over the initial year as agreed upon in the service agreement dated October 13, 2020, so the pricing is considered to be fair and reasonable.</p> <p><i>Purchases where a vendor offers to extend an existing contract under the same terms and conditions within current market pricing are authorized to be awarded through noncompetitive negotiations. 2-674-2</i></p>	<p>\$ 40,170.00</p>	<p>N/A</p>



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to United Site Services Inc., Commerce City, Colorado, in the Not-to-Exceed Amount of \$130,000.00 to Provide Portable Toilet Rental Units, and Cleaning Services, as Required.

Item Initiator: Heidi Ellis, Procurement Agent

Staff Source/Legal Source: Brooke Bell, Department Director/ Dave Lathers, Senior Assistant City Attorney

Outside Speaker: NA

Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 02/27/2023

Consideration to AWARD AN OPENLY SOLICITED CONTRACT to United Site Services Inc., Commerce City, Colorado, in the Not-to-Exceed Amount of \$130,000.00 to Provide Portable Toilet Rental Units, and Cleaning Services, as Required.

Brooke Bell, Director of Parks, Recreation and Open Space / Dave Lathers, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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.)*

NA

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

The PROS Department is requesting to award an openly solicited contract to United Site Services, Inc., to provide portable toilet rental units and cleaning services, as required. The City of Aurora Parks and Open Space Division,

which includes the divisions of Parks Operations and Management, Recreation, Open Space, and Golf requires seasonal, year around, emergency, and special event portable toilet rental units as described in the scope of services.

The Contractor will be required to provide all labor, rental units, chemicals, vehicles, and equipment necessary to deliver and pickup portable toilets rental units. All portable toilets rental units are required to be new or near new units.

The portable toilet rental units and cleaning services was solicited under a formal competitive Invitation for Bid (IFB) B-4672. Interested companies were required to attend a non-mandatory pre-bid conference meeting and submit written bids and technical qualifications to the city that were evaluated based on the following criteria:

- Company process of performing, equipment, and ability to provide services
- Past record of performance and experience
- Key personnel
- Pricing
- Overall approach

There were no companies from the City of Aurora who submitted a bid. Two bids were received with monthly pricing ranges for standard rental units and cleaning services:

- Northwest Cascade dba Honey Bucket \$1,050 monthly fee
- United Site Services Inc. \$ 164 monthly fee

Based on the above, staff recommends the award of an openly solicited contract to United Site Services, Inc., Commerce City, Colorado as the overall low bidder in the not-to-exceed amount of \$130,000.00 to provide toilet rental units and cleaning services, as required.

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.)

NA

BUDGETED EXPENDITURE IMPACT

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

Funding will be charged to the following org: 99016 Dummy for Blankets and acct: 62200 Services-Professional

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.)

NA

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.)

NA

QUESTIONS FOR COUNCIL

Consideration to AWARD AN OPENLY SOLICITED CONTRACT to United Site Services Inc., Commerce City, Colorado, in the Not-to-Exceed Amount of \$130,000.00 to Provide Portable Toilet Rental Units, and Cleaning Services, as Required.

LEGAL COMMENTS

Contracts valued at \$50,000.00 or more require City Council approval when formal bidding has not yielded at least three (3) responsive bidders. Sectin 2-672(a)(3)(b) of the City Code, (Lathers)



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A SINGLE SOURCE CONTRACT to Masek Golf Carts, Commerce City, Colorado in the Not-to-Exceed Amount of \$523,876.00 for the Purchase of Electric Golf Carts for the Saddle Rock Golf Club

Item Initiator: Brian Hancock, Purchasing Agent

Staff Source/Legal Source: Brooke Bell, Director of Parks, Recreation and Open Space / Dave Lathers, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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.)*

Brooke Bell Director of Parks, Recreation and Open Space / Dave Lathers Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached
- Minutes Attached
- Minutes Not Available

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

N/A

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

Golf is requesting approval of a single source award to Masek Golf Carts to provide replacement electric golf carts for the Saddle Rock Golf Club. City of Aurora's Golf Division has standardized on Yamaha golf carts for all courses. Standardization provides continuity and efficiencies for staff operations, parts and repair.

Staff has confirmed that Masek Golf Cars is the City's authorized dealer for sales parts and service of Yamaha Golf Carts. The cost is the same as other municipalities; therefore it is considered to be fair and reasonable.

Council approval is required for awards of \$50,000.00 or more without competition.

Based on the above, staff recommends proceeding with a single source contract to Masek Golf Cars in the not-to-exceed amount of \$523,876.00 for the purchase of replacement electric golf carts.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

Funding for this single source award will be from the Golf Fund Capitol operating budget in the not-to-exceed amount of \$523,876.00. Funds are appropriated annually, as part of the budget development process.

ORG: 61612 (Golf Cart Fleet); 67700 (Purch-Equip Replacement)

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 the award of a single source contract to Masek Golf Carts, Commerce City, Colorado in the not-to-exceed amount of \$523,876.00 for the purchase of Golf Carts for the Saddle Rock Golf Club.

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when standardization of parts, modules, accessories, or additions will minimize excessive inventory or maintain compatibility with existing furnishings or installations (City Code § 2-674(7)). (Lathers)



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to Alpine Civil Construction, Inc., Thornton CO in the Amount of \$2,791,877.50 for the 2023 Winter Concrete Program; Project 5913A

Item Initiator: Kristin, Chewiwi, Procurement Supervisor - Finance

Staff Source/Legal Source: Lynne Center, Deputy Director of Public Works Operations, Public Works / Dave Lathers, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 3.1--Develop and implement infrastructure maintenance and replacement plans

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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 is requested due to the length of the project and sensitivity to weather conditions that can cause delays.

Lynne Center, Deputy Director of Operations, Public Works / Dave Lathers, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

N/A

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

The 2023 Winter Concrete Program consists of removal and replacement of various concrete structural assets. Work necessary for accomplishment under this contract includes but is not limited to; removal and replacement of concrete panels, vertical curb/gutters, sidewalks, pans, chase drains, and ADA ramps; partial depth concrete repairs; subgrade preparation and backfill; sprinkler repairs; and landscape restoration. Manhole, valve box, and other utility adjustments are incidental to the project.

Construction is expected to be completed by July 28, 2023.

An Invitation for Bid (IFB) was publicly advertised through the Rocky Mountain E-Purchasing System (BidNet) on January 13, 2023. Bids were opened by Purchasing Services on January 30, 2023. Six (6) bids were received and the results are as follows:

Name of Bidder	Total Bid
Alpine Civil Construction	\$2,791,877.50
Silva Construction, Inc.	\$3,022,127.00
Concrete Express, Inc.	\$3,067,409.00
Jalisco International, Inc.	\$3,297,683.50
RCD Construction, Inc.	\$3,348,270.44
MPI Companies	\$3,763,755.03

No Aurora firms submitted a bid.

The estimated cost for this project ranged from \$2,700,000.00 to \$2,952,700.00. The price from Alpine Civil Construction, Inc. is considered to be fair and reasonable when compared to the engineer's estimate. Bid acceptance period expires on March 31, 2023.

Council approval is required when the award is \$2,000,000.00 or more.

Based on the above, staff recommends an award to Alpine Civil Construction, Inc. in the amount of \$2,791,877.50 for the 2023 Winter Concrete Program; Project 5913A.

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.)

This procurement is to be funded from the following ORG and ACCT:

49661 / 68410: \$1,382,131.00

48001 / 68410: \$1,311,485.90

52025 / 64500: \$16,760.60

52031 / 64500: \$81,500.00

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 award to Alpine Civil Construction, Inc., in the amount of \$2,791,877.50 for the 2023 Winter Concrete Program; Project 5913A.

LEGAL COMMENTS

Every award of a purchase order or contract worth \$2,000,000.00 or more requires City Council approval (City Code § 2-672(5)). (Lathers)

A Motion to Approve shall include a Waiver of Reconsideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AMEND AN OPENLY SOLICITED CONTRACT to Populous Group, LLC, Kansas City, MO in the Amount of \$3,930.00 for Professional CMGC Design Services for the Southeast Recreation Center (SERC) Project; R-1953

Item Initiator: Kristin Chewiwi, Procurement Supervisor

Staff Source/Legal Source: Kelli Arnold, Project Manager Supervisor, Public Works / Dave Lathers, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.1--Develop and maintain high quality parks, rec facilities/programs, libraries, natural areas, trails and open space

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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.)*

Kelli Arnold, Project Manager Supervisor, Public Works / Dave Lathers, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

April 15, 2019: Council approved the award to Populous Group, LLC in the amount of \$2,198,915.00 for professional design services for the SERC project.

April 12, 2021: Council approved Amendment No. 1 to Populous Group in the amount of \$381,941.00 for additional architect and engineering services.

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

The Southeast Recreation Center project includes the development of the unimproved piece of land near S. Harvard Road & E. Bellevue Avenue into a community recreation facility for the Aurora Parks, Recreation & Open Spaces department. The new facility will consist of (1) structure and a new proposed access road extending to E. Alexander Drive.

The base design for the building will contain approximately 74,000 GSF of community recreation & business **administrative spaces all situated on one ground floor. At it's highest point, the building will have a height of approximately 40 feet.**

This building includes the following:

- Gymnasium
- Indoor Fieldhouse
- Natatorium
- Group Exercise Studio
- Multi-Purpose Rooms
- Child-Watch Area
- Open Fitness & Cardio Training Area

In addition to the building the site will consist of (252) spaces of surface open-air parking for visitors and staff. Adjacent to the parking will be a guest drop-off area, a turn-around circle, loading area, trash enclosure, light landscaping, and (2) fire access lanes at the north and south sides of the building.

Completion is expected in early 2023.

Amendment No. 2 consists of Additional Service Requests (ASR), as described below:

ASR No. 04 adds the review and preparation of landscape and irrigation construction record drawings to the design agreement with Populous. The record documents **are being provide for the Owner's record of as-built** site work documented by the subconsultant, Hord Coplan Macht and its irrigation consultant. As-built work that deviates from plans and **specifications, as provided by the Contractor's as-built drawings**, project submittals, and project RFIs will be incorporated in the Drawings and Specifications. Drawings and Specifications will be packaged **and provided for Owner's records.**

A fee proposal was requested from Populous Group for all costs associated with providing the additional design services. Negotiations included detailed discussions regarding the specific scope of work tasks and labor hours that are necessary to complete these services. After negotiations were completed, the Populous Group are comparable to the rates previously charged. Therefore, the hourly rates are considered to be fair and reasonable.

Original Contract:	\$2,198,915.00
Amendment No. 1:	\$ 381,941.00
<u>Amendment No. 2:</u>	<u>\$ 3,930.00</u>
Total Contract Costs:	\$2,584,786.00

Council approval is required on amendments of \$100,000.00 or more (cumulative).

Based on the above, staff recommends approval of Amendment No. 2 to Populous Group, LLC. Kansas City, Missouri in the amount of \$3,930.00 for additional architect and engineering services for the SERC Project; R-1953.

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.)

This procurement will be funded from the following ORG and ACCT:
62901 / 62200: \$3,930.00

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council approve to AMEND AN OPENLY SOLICITED CONTRACT to Populous Group, LLC. Kansas City, MO in the amount of \$3,930.00 for additional architect and engineering services for the SERC Project; R-1953.

LEGAL COMMENTS

Any change order or amendment that would cause the **cumulative** total of all change orders to a contract to exceed \$100,000 requires City Council approval (City Code § 2-676(II)(b)(3)). (Lathers)



CITY OF AURORA CONTRACT AMENDMENT

VENDOR/CONTRACTOR NAME AND ADDRESS: Populous Group, LLC Suite 200 2300 15 th Street Denver, CO 80202		THIS CONTRACT AMENDMENT CHANGES THE FOLLOWING: <input type="checkbox"/> VENDOR INFO <input checked="" type="checkbox"/> DOLLAR AMOUNT <input type="checkbox"/> CONTRACT TIME <input type="checkbox"/> OTHER <input type="checkbox"/> ACCOUNT NUMBERS(S) <input type="checkbox"/> AMENDMENT Involves Federal Funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
PURCHASE ORDER NO.: 19P0695 REQ NO.: PUF19017		AMENDMENT NO.: 2	
DESCRIPTION OF AMENDMENT CHANGE(S): ASR No. 04 adds the review and preparation of landscape and irrigation construction record drawings to the design agreement with Populous. The record documents are being provide for the Owner's record of as-built site work documented by the subconsultant, Hord Coplan Macht and its irrigation consultant. As-built work that deviates from plans and specifications, as provided by the Contractor's as-built drawings, project submittals, and project RFIs will be incorporated in the Drawings and Specifications. Drawings and Specifications will be packaged and provided for Owner's records. <div style="display: flex; justify-content: space-between;"> (Continue on another page if necessary) CODE: </div>			
THE COMPLETION TIME IS CHANGED FROM <u>Not Applicable</u> TO <u>Not Applicable</u>			
ACCOUNTING DATA:		INTERNAL CITY APPROVALS REQUIRED ON AMENDMENTS:	
ORIGINAL AMOUNT:	\$2,198,915.00	PROJECT MANAGER:	<i>Kelli Arnold</i> 01/17/2023 <i>AJDC</i> 17 JAN 2023
AMENDMENT NO. <u>1</u> THRU <u>2</u>	\$ 385,871.00	DIVISION MANAGER:	<i>Katrina Rodriguez</i> 1-18-2023 <i>Gudmundur Jonsson</i> 1/23/2023
NEW AMOUNT:	\$2,584,786.00	FUNDING DEPT.:	<i>Cindy Colip</i> 1/23/2023
THIS AMENDMENT INCREASES:	\$ 3,930.00	FUNDING DEPT. DCM:	<i>[Signature]</i> 01/25/23
ACCOUNT NUMBERS:		IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above:	
62901/62200	\$ 3,930.00	CONSULTANT SIGNATURE:	<i>[Signature]</i>
	\$	NAME PLEASE PRINT:	<u>Gudmundur Jonsson</u>
	\$	DATE:	<u>01.17.2023</u>
	\$	RISK MGR.:	
	\$	ASSISTANT CITY ATTORNEY:	
	\$	PURCH./CONTR. STAFF:	
	\$	DIRECTOR OF FINANCE:	
	\$	AMENDMENT APPROVED BY COUNCIL ON:	
	\$	_____, AGENDA ITEM.	
	\$	SUBMITTED WEEKLY REPORT ON: _____	
	\$		

DISTRIBUTION: PURCHASING AND CONTRACTS, ACCOUNTING, FUNDING DEPARTMENT, CONTRACTOR, PROJECT/CONSTRUCTION MANAGER.

Project: Southeast Recreation Center
POPULOUS Project No. 19-4903 -00

Additional Service Title: Landscape Record Drawings

The following Additional Service must be approved prior to the design team proceeding. The following is an outline of the scope, fee and schedule impacts of ASR No. **4**

Description of Scope: Provide Landscape and irrigation construction record drawings

Attachments/Document References:

Fees for Disciplines Affected:

\$0	POPULOUS	_____	_____	_____
\$3,930	HCM	_____	_____	_____
_____	_____	_____	_____	_____

Impact on Schedule:

Anticipated Number of Working Days, After Written Approval, Required for Completion of Services: _____ Working Days

Fee for this Additional Service: **\$3,930**

Direct Expenses for this Additional Service: \$0

TOTAL FEE \$3,930

This Additional Service will be invoiced monthly based on Percent complete. Payment is expected monthly on this and any other approved Additional Services. The scope, fees, and schedule impacts defined in the ASR are based on authorization to proceed within fourteen (14) days of POPULOUS's proposal date. If authorization is received later than indicated above, additional work, fee, and time may be required due to the continuation of services performed after required approval date. POPULOUS proposes that these services be provided as an addition to the existing Agreement and, therefore, in conformance with the terms and conditions thereof.

<p>Proposed By:</p> <p>POPULOUS ARCHITECTS, P.C.</p> <p>By: <u> </u></p> <p>Date: <u> 12.22.22 </u></p>	<p>Accepted By:</p> <p>Owner</p> <p>By: _____</p> <p>Date: _____</p>
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ARCHITECTURE
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
PLANNING

December 9, 2022

Gudmundur Jonsson
Populous
1650 Stout Street
Denver, CO 80202

RE: Aurora Southeast Recreation Center – ASR#3 (Record Docs)
HCM Project # 219282.00

Dear Gudmundur,

This letter is to summarize work effort for the **Aurora Southeast Recreation Center** project which we have identified as tasks outside of our original scope of services.

ADDITIONAL SERVICE REQUEST

Record Documents

We propose to provide Record Documents, as requested, for Owner’s record of as-built site work documented by Hord Coplan Macht and its irrigation consultant. As-built work that deviates from plans and specifications, as provided by the Contractor’s as-built drawings, project submittals, and project RFI’s, will be incorporated into the Drawings and Specifications. Drawings and Specifications will be packaged and provided for Owner’s record.

COMPENSATION

- HCM
 - \$155 x 6 hours = \$ 930.00
 - \$110 x 10 hours = 1,100.00
 - \$ 95 x 20 hours = 1,900.00
- HCM Total = \$ 3,930.00

GRAND TOTAL **\$3,930.00**

This letter shall serve as authorization for fee in connection with the above scope of services. Please indicate your acceptance by returning an executed copy of this correspondence for our files.

We are pleased to have the opportunity to continue our work with Populous and the City of Aurora on this project!

Please feel free to reach out with any questions.

Sincerely,
HORD COPLAN MACHT, INC.



Robyn Bartling, ASLA, PLA
Principal

1800 Wazee Street
Suite 450
Denver, Colorado 80202
P 303.607.0977

www.hcm2.com

Approval of Additional Service Request

Signature

Date

This proposal is based on the terms and conditions outlined in our Design Services Agreement dated November 13, 2019.

CC: J:\2019\219282.00 Aurora SE Rec Cntr\01 Project Information\01 Design Fee - Contracts\01 Additional Services\2020-11-03 Ltr Populous-SERC HCM_ADD SERV 01.docx

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

10. **CONSENT CALENDAR**

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

10.a. Discussion of New Aurora Fire Rescue Fees Added to the 2021 Budget

Mathew Wasserburger, Assistant Director Fire Management Services / Isabelle Evans, Assistant City Attorney

10.b. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Myers & Sons Construction, LLC, Sacramento, California in the amount of \$3,324,112.68 for the Tollgate and Sand Creek Interceptor Diversion Structures Rehabilitation Phase 2 Project, Project No. 5809A.

Andrea Long, Senior Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

Motion by Coombs, second by Marcano, to approve item 10b.

Council Member Coombs requested staff provide a brief presentation of the item for the benefit of the public.

Marshall Brown, Director, Aurora Water, did so.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

10.c. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Populous Group LLC, Kansas City, Missouri in the amount of \$381,941.00 for additional architect & engineering services associated with the Southeast Recreation Center Project, R-1953.

John Perkins – Senior Project Manager / Dave Lathers – Senior Assistant City Attorney

10.d. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Carollo Engineers, Inc., Englewood, Colorado in the amount of \$162,000.00 to provide additional engineering services during construction and construction inspection services for the Griswold Water Project.

Elizabeth Carter, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

- 10.e. Consideration to AWARD A SOLE SOURCE CONTRACT to Intergraph Corp., dba Hexagon Safety & Infrastructure, Madison, Alabama in the amount of \$395,804.30 for annual support of the Computer Aided Dispatch (CAD) software and interfaces through May 31, 2022.

Scott Newman, CIO, IT / Dave Lathers, Senior Assistant City Attorney

- 10.f. Consideration to AWARD A COMPETITIVELY BID CONTRACT to WESCO, Pueblo, CO in the total amount not to exceed \$75,000.00 to provide Eaton/Cutler Hammer Electrical Parts as required for Water Treatment and Pumping Repairs through April 2022. (B-4584)

Marena Lertch, Manager Water Service Operations, Aurora Water / Dave Lathers, Senior Assistant City Attorney

- 10.g. Consideration to AWARD A SINGLE SOURCE CONTRACT to BFI Tower Road Landfill (Republic Services), Commerce City, Colorado, in the not-to-exceed amount of \$73,300.00 for landfill services at the Tower and Foothills Landfill through April 30, 2022.

Lynne Center – Deputy Director PW Operations / Dave Lathers – Senior Assistant City Attorney

- 10.h. Consideration to AWARD A SINGLE SOURCE CONTRACT to Galls Inc., Denver, Colorado in the amount of \$500,000.00 for Police Uniforms and Tailoring Services as required through February 1, 2022.

Lt. Brian Kelly, Police Dept. / Dave Lathers, Senior Assistant City Attorney

- 10.i. Consideration to AWARD A SOLE SOURCE CONTRACT to Johnson Controls Inc., Littleton, Colorado in the amount of \$1,144,900.00 to replace HVAC Controls for the City's Metasys System at four sites.

Lynne Center, Deputy Director of Public Works Operations / Dave Lathers, Senior Assistant City Attorney

Motion by Coombs, second by Lawson, to approve items 10c – 10i.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- 10.j. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Brannan Sand and

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noting even when she called to complain, it was left until the next week and excuses were made by the company as to why.

Council Member Murillo stated she would follow up with Ms. Aguilar as it appeared Ms. Aguilar lived in Ward I.

Mayor LeGare stated he would provide Council Member Murillo with the contact information of the Governmental Affairs for Waste Management.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR - 9a-h**

General Business

- a. Consideration to AWARD A SOLE SOURCE CONTRACT to Polydyne, Inc., Riceboro, Georgia in the not-to-exceed amount of \$330,000.00 for the purchase of the water treatment chemical Poly Electrolyte Cationic Clarifloc C-308P as required through February 29, 2020. STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water
- b. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$102,204.00 to provide construction phase and programming / system integration services for the 6th and Powhaton facilities for the Prairie Waters Pipeline Tap Project. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water
- c. Consideration to AWARD A COMPETITIVELY BID CONTRACT to K.R. Swerdfeger Construction, Inc., Pueblo West, Colorado in the amount of \$3,138,169.37 for the 2018/2019 Water Line System Improvements, Project No. 5672A. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water
- d. Consideration to AWARD A SOLE SOURCE CONTRACT to Versaterm Systems, Scottsdale, Arizona in the amount of \$258,196.00 for annual renewal of software maintenance on the Police Information Management and Mobile Report Entry Systems through March 2020. STAFF SOURCE: Aleta Jeffress, Chief Information & Digital Officer, Information Technology
- e. Consideration to AWARD WORK PACKAGE NO. 5 of the Central Recreation Center to Adolfsen & Peterson Construction, Aurora, Colorado in the amount of \$101,444.00, R-5540A. **(Staff requests a waiver of reconsideration)** STAFF SOURCE: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- f. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Populous Group LLC, Kansas City, Missouri in the amount of \$2,198,915.00 for architect and engineering services associated with the Southeast Recreation Center Project, R-1953. STAFF SOURCE: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- g. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Ferguson Enterprises, Aurora, Colorado in the not-to-exceed amount of \$100,000.00 for the purchase of plumbing supplies as required by Facilities Management Operations through October 31, 2019. This first extension will represent year two of a possible three-year

- ◆ ***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.***

contract. (B-4274) STAFF SOURCE: Lynne Center, Acting Deputy Director Street Operations, Public Works

Motion by Watson second by Gruber to approve items 9a – 9g with a waiver of reconsideration on item 9e.

Voting Aye: Mayor LeGare, Bergan, Berzins, Gruber, Hiltz, Johnston, Murillo, Richardson, Watson

Final Ordinances

- ◆ h. **2019-14**
Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, amending Section 146-1207 of the Aurora City Code, to give Council Authority to Approve Operator Agreements for Oil and Gas Operations in the City. STAFF SOURCE: Christine McKenney, Client Group Manager, City Attorney

Sonia Skakich-Scrima stated her support of operator agreements but only if they were scientifically informed.

Motion by Gruber, second by Berzins, to approve item 9h.

Council Member Johnston stated she would support the item but noted she agreed with Ms. Skakich-Scrima's point regarding the process. She stated she did not support rushed operator agreements moving forward because health and safety issues for the community need to be taken into consideration.

Council Member Watson stated the item related to providing the City Council with the ability to negotiate oil and gas operator agreements in the future.

Voting Aye: Bergan, Berzins, Gruber, Hiltz, Johnston, Murillo, Richardson, Watson

10. **RESOLUTIONS**

- a. **R2019-21**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, Approving an Intergovernmental Agreement among the City of Aurora, Colorado, by and through its Utility Enterprise, the Urban Drainage and Flood Control District, the City and County of Denver, and the City of Lakewood regarding the joint funding for wet weather monitoring and other Colorado discharge permit system activities. STAFF SOURCE: Dan Mikesell, Aurora Water Director of Operations, Aurora Water

Motion by Berzins, second by Bergan, to approve item 10a.

Voting Aye: Bergan, Berzins, Gruber, Hiltz, Johnston, Murillo, Richardson, Watson

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

- ◆ a. **2019-15**
Public Hearing and INTRODUCTION FOR AN ORDINANCE of the City Council of the City of Aurora, Colorado, rezoning 1047 acres more or less in the vicinity of 38th Avenue and Tower Road, E-470 and I-70 from Master Planned Industrial Park (MPIP) And Light Industrial District (M1) to E-470 Light Industrial/Flex Office subarea and amending the zoning map accordingly (MAJESTIC COMMERCENTER REZONE) STAFF SOURCE: Brandon Cammarata, Senior Planner, Planning & Development Services

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



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AMEND AN OPENLY SOLICITED CONTRACT to Stolfus, Greenwood Village, Colorado in the Amount Not-to-Exceed \$27,837.00 for the Neighborhood Traffic Calming Program Support; R-2006
Item Initiator: Angie Young, Senior Procurement Agent
Staff Source/Legal Source: Carl Harline, Engineering Supervisor, Public Works / David Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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
- Staff source name and title / Legal source name and title

Carl Harline, Engineering Supervisor, Public Works / David Lathers, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- Recommends Approval Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

The openly solicited Job Order Engineering Services (JOES) Agreement to Stolfus for General Engineering Services in the not-to-exceed amount of \$750,000.00 for as required task order services during a three-year period was reported to City Council on the weekly report dated February 10, 2020.

An amendment to a task order purchase order issued under this JOES Agreement in the amount not-to-exceed \$95,724.00 was reported to City Council on the weekly report dated January 24, 2022.

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

Background

A task order purchase order (PO# 21P0131) in the not-to-exceed amount of \$146,925.00 was awarded to Stolfus under this JOES agreement for the Neighborhood Traffic Calming Program (NTCP) Support. This program aims to reduce speeding and cut-through traffic on residential streets and improve the quality of life in neighborhoods using a set of traffic calming strategies. Strategies range from enforcement and educational actions to a more comprehensive physical infrastructure approach. The primary focus of the program is to verify eligible projects that are well supported by the community and that properly address identified safety criteria.

An Amendment 1 to the above task order purchase order to Stolfus in the not-to-exceed amount of \$95,724.00 was processed in order to continue existing services into the 2022 calendar year and provide additional support services for a vacant staff position to prepare signing and striping civil engineering plans.

Item Description

This contract Amendment 2 is to provide ADA compliant curb ramp design services for pedestrian crossing **projects at four (4) locations in support of the City's Neighborhood Traffic Calming Program.** Stolfus will provide preliminary and final design, plans, specifications and estimates for the combined project. They will also provide planning, coordinating, administering, and managing for design and construction of identified traffic calming installations. The additional amount requested for these services is not-to-exceed \$27,837.00. The pricing for this additional work is in accordance with the JOES agreement and is considered fair and reasonable.

The JOES agreement stated the total awarded amount for services during the three-year period would not exceed \$750,000.00 per firm. However, this Amendment 2 will cause the total awarded amount to Stolfus under this JOES agreement to exceed this maximum amount by \$3,869.00. Therefore, the total 3-year period contract value will change the not-to-exceed amount from \$750,000.00 to \$753,869.00.

The RFP solicitation allowed for the City to exceed the maximum cumulative amount of \$750,000.00 for a specific award period if it is in the best interests of the City for a specific project, subject to Council approval. Over the past 2 years Stolfus has assisted City staff in reviewing approximately 80 traffic calming applications and the design of 110 traffic calming installations on 45 roadways throughout Aurora. Because of their extensive work with this project, **City staff has a need for Stolfus' continued expertise** in this service. This is the final amendment to the purchase order award for these NTCP services.

Based on the above staff recommends amendment of an openly solicited contract to Stolfus, Greenwood Village, Colorado in the amount not-to-exceed \$27,837.00 for the Neighborhood Traffic Calming Program Support.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

Funding for this amendment will be from 49983 (Traffic Calming Improvements)/62200 (Services - Professional) in the amount of \$27,837.00.

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does council wish to amend an openly solicited contract to Stolfus, Greenwood Village, Colorado in the amount not-to-exceed \$27,837.00 for the Neighborhood Traffic Calming Program Support?

LEGAL COMMENTS

Any change order or amendment that would cause the **cumulative** total of all change orders to a contract to exceed \$100,000 requires City Council approval (City Code § 2-676(II)(b)(3)). (Lathers)

AWARDS \$50,000.00 - \$2,000,000.00 subject to call-up and not based on lowest dollar basis (usually awards where qualifications rather than price dominate the process): (Continued)

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID / RESULTS
<p>VARIOUS FIRMS SEE NEXT PAGE FOR LISTING OF FIRMS</p> <p>Dept: Public Works</p>	<p>Award openly solicited Job Order Engineering Services Agreements (JOES) for General Engineering Services to five (5) separate firms identified on the next page of this Weekly Report item in the not-to-exceed amount of \$750,000.00 per award. The proposed JOES contracts are unfunded awards for providing on-call engineering design and other related professional services on an as-needed basis for Public Works. The approval of the JOES contracts allows for the expedited award of services with City Council approval, negotiated contract terms and conditions, and billable hourly rates, which are all approved and agreed to upfront. When a need for service arises, a task order purchase order is issued that encumbers funds for the specific task order work under the umbrella of a firm's JOES contract. Award of a task order is handled through a direct selection by the project managers. The total dollar amount of all awarded task orders to any firm awarded a JOES contract will not exceed \$750,000.00 over the next three (3) year period.</p> <p>The proposed JOES contracts were solicited under a formal competitive Request for Proposal (RFP) using a qualifications-based selection process where the top-ranked firms are selected for contract award. The five (5) firms identified on the next page of this Weekly Report item were selected as those top-ranked firms for award of a JOES contract. A total of 21 firms responded to this request. All of the firms responding to the RFP were evaluated based on the following criteria:</p> <ol style="list-style-type: none"> 5. Management approach and team qualifications; 6. Specialized experience, technical competence and past record of performance; 7. Overall impression of proposal; and 8. Benefit to the City. <p>A detailed hourly rate sheet for all professional, technical and administrative support personnel for each of the five (5) proposed firms were requested for review and approval by City staff. A comprehensive review and comparison of the hourly rate proposals for each firm was made against the other firms selected for award of a JOES contract. As a result, the proposed hourly rates for each of the selected firms are considered to be fair and reasonable.</p> <p><i>This award is the result of an open solicitation where the City received at least 3 offers, and the price was negotiated with the top ranked firm on the basis of qualifications. 2-672-(a), (3), (a) (2)</i></p>	<p>NOT-TO-EXCEED</p> <p>\$750,000.00/ per award</p>	<p>R-2006</p> <p>AECOM</p> <p>Alfred Benesch & Company</p> <p>Benchmark Engineering,</p> <p>Calibre</p> <p>David Evans & Associates</p> <p>Felsburg, Holt & Ullevig</p> <p>Gannett Flemming</p> <p>Huitt-Zollars</p> <p>J.R. Engineering</p> <p>Kimley-Horn</p> <p>Matrix</p> <p>Merrick & Company</p> <p>Muller Engineering Company</p> <p>Martin/Martin Consulting Engineers</p> <p>Olsson</p> <p>RG & Associates, LLC</p> <p>Rocksol</p> <p>SA Miro</p> <p>Stanley Consultants</p> <p>Stolfus</p> <p>Wilson & Company</p>

PROPOSED FIRMS FOR AWARD OF JOES – GENERAL ENGINEERING SERVICES

DAVID EVANS & ASSOCIATES
DENVER, CO

KIMLEY-HORN
DENVER, CO

MULLER ENGINEERING
LAKEWOOD, CO

STANLEY CONSULTANTS
CENTENNIAL, CO

STOLFUS ENGINEERING
GREENWOOD VILLAGE, CO

<p>STOLFUS</p> <p>GREENWOOD VILLAGE, CO</p> <p>Amendment to an openly solicited contract for Neighborhood Traffic Calming Program Support awarded under the Job Order Engineering Services (JOES) Agreement for General Engineering Services.</p> <p>This Amendment is to increase the contract amount by \$95,724.00 to extend support of the Neighborhood Traffic Calming Program into the 2022 calendar year. The consulting firm will continue to plan, coordinate, administer, and perform engineering work for the design and construction of traffic calming installations. They will also prepare signing and striping civil engineering plans as part of this effort. In the past, these services have been performed by a Public Works staff member, but the position became vacant last year and has not been filled. Therefore, continued services are required until the position can be filled later this year.</p> <p>The consultant has agreed to honor the 2021 Job Order Services agreement rates through February 28, 2022. The proposed pricing beginning March 1, 2022 reflects an 8% increase over the 2021 pricing rates. Given that the Consumer Price Index for the Mountain area reflects an overall increase of 8.6% from December 2020 to December 2021, the pricing is considered to be fair and reasonable.</p> <p><i>This Amendment is consistent with requirements of the City Code 2-676 establishing criteria for awards of amendments.</i></p> <p>Dept: Public Works</p>	<p>1</p>	<p>\$95,724.00</p>	<p>\$0.00</p>	<p>\$242,649.00</p>	<p>21P0131</p>
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CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A SOLE SOURCE CONTRACT to CarePoint, P.C., Englewood, Colorado in the Amount of \$227,500.00 for Medical Director Services for the Fire Department through December 31, 2023

Item Initiator: Cyndi Winner, Procurement Agent

Staff Source/Legal Source: Matthew Wasserburger, Assistant Director Of Fire Management Services / Angela Garcia, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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.)*

Matthew Wasserburger, Assistant Director of Fire Management Services / Angela Garcia, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report 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.)*

Council approved the 2022 award in the not-to-exceed amount of \$227,500.00 on January 31, 2022, Agenda Item #9.e.

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

Fire is requesting approval of a sole source contract with CarePoint, P.C. for the Medical Director services of Dr. Eric Hill. A medical director is a physician that provides license under which the EMS System operates. State law requires EMS systems to have a Medical Director. In addition, Dr. Hill provides Medical Director services for Falck Rocky Mountain, the City's contracted ambulance service provider.

The responsibilities of the Medical Director include the following:

1. Develop, establish, and reinforce all treatment guidelines (medical treatment protocols);
2. Assist the department with identifying best practices, equipment, and certifying training requirements (continuing education, skill proficiency and curriculums);
3. Ensure quality assurance and improvement;
4. Chair the Prehospital Care Consortium; and
5. Serve as an advocate for members that are injured.

Due to the specialized combination of services required, staff is recommending a sole source award to CarePoint, P.C. for the services of Dr. Hill, who assumed the Medical Director responsibilities in 2017. Dr. Hill fully fits the City's needs and has the specific skill set the City is seeking. The rate being charged by CarePoint is less than what other municipalities pay such as Colorado Springs. Therefore, the price is considered to be fair and reasonable.

Based on the above, staff recommends awarding a sole source contract to CarePoint, P.C., Englewood, Colorado in the amount of \$227,500.00 for Medical Director services for the Fire Department through December 31, 2023.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

Funding will be charged to the following org: 58006 (Fire EMS Bureau) and acct: 62200 (Services Professional)

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 sole source contract to CarePoint, P.C., Englewood, Colorado in the amount of \$227,500.00 for Medical Director services for the Fire Department through December 31, 2023?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when only one specific source is known to exist for the required supplies or services (sole source), and the Purchasing Manager approves the use of negotiation prior to award (City Code § 2-674(10)). (Lathers)

(non-agenda related issues only)

Council heard public call-in testimony on non-agenda related items.

8. **ADOPTION OF THE AGENDA**

Mayor Coffman noted there was a request to remove items 10b and 16a from the agenda.

Motion by Bergan, second by Marcano, to adopt the agenda as amended.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

9. **CONSENT CALENDAR**

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

9.a. Black and Veatch - Strontia Springs Reservoir PRV Station Improvement Project

Consideration to AMEND AN OPENLY SOLICITED CONTRACT to Black & Veatch Corporation, Denver, Colorado in the amount of \$374,384.00 to add Services During Construction for the Strontia Springs Reservoir Pressure Relief Valve Station Improvement Design Project, Project NO. R-2092.

John Clark, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

9.b. Consideration to AWARD A COMPETITIVELY BID CONTRACT to SNR Technologies, Katy, Texas in the amount of \$171,065.19 for the purchase of anthracite and sand filtration media for three filters at the Griswold Water Purification Facility, Project No. B-4632.

Elizabeth Carter, Principal Engineer, Aurora Water / Dave Lathers, Sr. Assistant City Attorney

9.c. Annual Subscription to Sierra Integrated Library and related software systems for all Aurora Public Libraries

Consideration to AWARD A SOLE SOURCE CONTRACT to Innovative Interfaces Inc., Emeryville, California in the amount not to exceed \$183,264.11 for the 2022 annual subscription fees on the Sierra Integrated Library and related software systems used by all Aurora Citizens.

◆ *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.*

Staff requests a waiver of reconsideration to ensure the services will not be interrupted.

Midori Clark, Director of Library Cultural Services / Dave Lathers, Senior Assistant Attorney

- 9.d. Consideration to AWARD A CHANGE ORDER TO A COMPETITIVELY BID CONTRACT with ISS Facility Services, San Antonio, Texas, in the amount not-to-exceed \$137,876.36 for custodial services at the AMC Campus through February 28, 2022, B-4181.

Staff is requesting a waiver of reconsideration due to the need for continued services without disruption.

Lynne Center, Deputy Director PW Operations / Dave Lathers, Senior Asst City Attorney

- 9.e. Consideration to award a sole source contract to CarePoint, P.C., Englewood, Colorado in the amount of \$227,500.00 for Medical Director services for the Fire Department through December 31, 2022.

Matthew Wasserburger, Assistant Director of Fire Management Services / Angela Garcia, Senior Assistant City Attorney, Civil

- 9.f. Consideration to AWARD A SINGLE SOURCE CONTRACT to Robert Taylor Collective LLC, Fort Collins, Colorado in the amount not-to-exceed \$125,000.00 for consulting services associated with the Development of the Aurora Highlands.

A waiver of reconsideration is being requested so that the services may continue uninterrupted.

Jason Batchelor, Deputy City Manager / Dave Lathers, Senior Assistant City Attorney

- 9.g. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Glacier Construction Co., Inc., Greenwood Village, Colorado in the amount of \$3,043,000.00 for the Griswold Water Purification Facility Zone 4 Surge Tank Improvements Project, Project NO. 5827A.

Elizabeth Carter, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

- 9.h. Consideration to EXTEND A COMPETITIVELY BID CONTRACT with US Distributing, Inc., Denver, Colorado in the not to exceed amount of \$90,000.00 for AC Delco OEM parts as required by Fleet Services through October 31, 2022. (B-4535)

Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Sr. Assistant Attorney

Motion by Marcano, second by Murillo, to approve items 9a – 9h with a waiver of reconsideration on Items 9c, 9d, and 9f.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Mayor Coffman called for a brief recess of Council to allow staff to provide call-in instructions.

10. **RESOLUTIONS**

10.a. Property Acquisition - I70 and Picadilly Road Interchange Project

R2022-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO AUTHORIZING ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR THE I-70/PICADILLY ROAD INTERCHANGE PROJECT

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

Outside speaker: Don Ostrander / Richard Rodriguez, HROD Law

Hector Reynoso, Real Property Services Division Manager, provided a summary of the item.

Motion by Marcano, second by Sundberg, to approve item 10a.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

10.b. ARPA Resolution

R2022-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S REQUEST TO THE CITY MANAGER TO USE AMERICAN RESCUE PLAN ACT FUNDS TO PAY A PREMIUM PAYMENT FOR RETENTION TO ALL UNIFORMED MEMBERS OF AURORA FIRE RESCUE AND EACH EMPLOYEE OF AURORA 911/PUBLIC SAFETY COMMUNICATIONS

Waiver requested due to the time constraints in effect under ARPA

Jason Batchelor, Deputy City Manager / Pete Schulte, Public Safety Client Group Manager

Sponsor: Councilmember Curtis Gardner

10.c. Use Agreement with Regents of the University of Colorado for Use of City Office Space

◆ *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: Conveyance of a Parcel of Land to Murphy Creek Metro District No. 3 as Logical Potential Purchaser
Item Initiator: Stephon Fitch, Senior Real Estate Specialist
Staff Source/Legal Source: Hector Reynoso, Real Property Services Manager / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: None
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: NA

Regular Meeting: NA

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONVEYANCE OF A PARCEL OF LAND CONTAINING 0.073 ACRES TO MURPHY CREEK METRO DISTRICT NO. 3

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

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

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.
- 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
- Forwarded Without Recommendation
- Minutes Attached
- Does Not Recommend Approval
- Recommendation Report Attached
- Minutes Not Available

HISTORY

In July of 2000, Murphy Creek Subdivision Filing No. 3 (MCMD No. 3) dedicated right-of-way necessary to construct Old Tom Morris Road, which intersects with South Catawba Circle. In 2001, the Murphy Creek development placed a windmill within the median of a round-about located in the right-of-way at the intersection of Old Tom Morris Road and South Catawba Circle, as depicted on the attached Exhibit A. There is a note contained on the Murphy Creek Filing No. 1 Site Plan that states, (“MCMD No. 3”) is responsible for maintaining all landscape areas within the East Louisiana Pkwy and Old Tom Morris Rd rights of way” but there is no reference to ownership or maintenance of the windmill. Since 2001, some of the residents of the MCMD No. 3 neighborhood have maintained the windmill.

ITEM SUMMARY

In 2021, the former attorney for MCMD No. 3 contacted the City regarding the windmill and maintenance thereof. It was at this time that City staff learned of the landscape maintenance and deteriorated windmill conditions. During those communications, City staff recommended licensing the windmill and lawn area to MCMD No. 3. The attorney ceased to represent MCMD No. 3 and Access Aurora began receiving numerous phone calls from residents of the Murphy Creek neighborhood concerning the deteriorated condition of the windmill and the lack of landscape maintenance. **In 2022, the City’s PROS Department mitigated overgrown grass and weeds within the landscaped median and in June 2022, the City’s Public Works Department commenced a structural engineering assessment of the windmill.**

City staff was informed that the windmill was in great disrepair with significant deterioration and the structural analysis recommended its removal. City staff concurred and thereafter notified MCMD No. 3 of the condition of the **windmill. MCMD No. 3 agreed with the City’s decision to remove** the windmill. On June 3, 2022, MCMD No. 3 formally requested the City convey fee simple title to the landscaped median within the roundabout under the following terms:

- City to remove the windmill at no cost to MCMD No. 3; and
- City to review and approve a revised site plan for the landscaped median prior to ownership transfer; and
- City to transfer the ownership of the landscaped median to MCMD No. 3 with an unencumbered warranty deed.

On October 5, 2022, the windmill was **removed at the City’s expense of \$8,500. On October 18, 2022, City staff** informed MCMD No. 3 that conveyance of fee simple title to the landscaped median would be subject to the following conditions:

- MCMD No. 3 would need to own the landscaped median before the City can review and approve any revised site plan because only the owner can submit a site plan application or amendment thereto.
- City could transfer fee simple title to MCMD No. 3 by Bargain & Sale Deed with the following conditions:
 - Nominal sale price of \$10 or expressed as other good and valuable consideration.
 - The City would reserve a public access easement over and across the property.
 - Transfer of ownership would be subject to a restriction that the median only be used as a median in **accordance with the City’s Roadway Design and Construction Specifications Manual.**
 - The City would require a transfer restriction such that, in the event MCMD No. 3 decides to convey the median, the City can ensure that a proposed new owner is aware of the use restriction and will agree to maintain the median in accordance with those terms.
 - In the event of default of the use or transfer restrictions, the City would have a reversionary right, at its option, to regain ownership of the median area.
 - MCMD No. 3 shall be responsible for obtaining and paying for title insurance and incidental expenses.
 - Use as a median means MCMD No. 3 shall operate and maintain the median such that it would not interfere with the adjacent public thoroughfare and right-of-way.

City staff recommends conveying the parcel of land to MCMD No. 3, pursuant to BPM 4-14, Section VI(H), as the logical potential purchaser since MCMD No. 3 owns and maintains similar median parcels within ROW roundabouts in their metro district.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council approve the conveyance of the City-owned parcel of land to MCMD No. 3 as the logical potential purchaser pursuant to BPM 4-14?

LEGAL COMMENTS

Pursuant to Colorado Revised Statute Section 31-15-101(d), the City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal.

Pursuant to City Code Section 2-31(1), the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election.

Pursuant to BPM 4-14, Section VI(H), City Council has authority to approve a direct sale of City-owned property to a **Logical Potential Purchaser ("LPP")** if the LPP is satisfying a goal set by City Council for the benefit of the citizens and/or employees of the City. (M. Gardner)



Memorandum of Intent
 to Dispose of Real Property
 Department of Public Works
 City of Aurora, Colorado

FAID No. _____
 Project Name. Parcel in Murphy Creek Metro
District Number 3 ("MCMD No. 3")

Parcel Description: SEE ATTACHED EXHIBIT A

City of Aurora ("City") and MCMD agree that:

- This Memorandum of Intent to Dispose of Real Property ("Agreement") is binding upon the parties and heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees upon execution by MCMD No. 3.
- This Agreement is binding upon the City, its successors or assigns, when executed by duly authorized representatives of the City.
- A scanned or facsimile signature of any signatory to this document shall be deemed an original for all purposes. This document may be executed in identical counterparts, each of which shall be deemed a duplicate original.
- City and MCMD No. 3 agree that this memorandum, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written have been merged and integrated into this memorandum.
- The terms of this Agreement shall merge into the Bargain and Sale Deed.
- Closing shall take place at Stewart Title Guaranty Company. ("Title Company").
- Use as median shall mean MCMD No. 3 shall operate and maintain the median so that it will not interfere with the adjacent public thoroughfare and right-of-way.

City:

- Will convey the land legally described on Exhibit A to MCMD No. 3 by Bargain & Sell Deed for \$10 and other good and valuable consideration.
- Will reserve a public access and utility easement over and across the property described in the Bargain & Sale Deed.
- Will require a restriction that the parcel only be used as a median in accordance with the City's Roadway Design and Construction Specifications Manual, as described in the Bargain & Sale Deed ("Use Restriction").
- The City will require a transfer restriction in the event MCMD No. 3 desires to transfer ownership, the City will require compliance with the use restriction, as described in the Bargain & Sale Deed.
- In the event of default of the use or transfer restriction, the City will have a reversionary right to regain ownership of the area, as described in the Bargain & Sale Deed.

MCMD No. 3:

- Shall be responsible for title insurance and incidental expenses, as described in the Bargain & Sale Deed.
- Shall be responsible for maintenance of all improvements below grade or above grade as described in the Bargain & Sale Deed excepting the City therefrom any and all maintenance responsibilities.

Signature Appear on the following page.



City Of Aurora
Real Property
15151 E. Alameda Parkway, 3rd Floor
Aurora, Colorado 80012-1555

City of Aurora

Murphy Creek Metropolitan District No. 3

Reviewed:

Stephon Fitch Date
Real Property Specialist

Matthew West Date
President

Reviewed:

Hector Reynoso Date
Real Property Manager

Approved as to Form:

Michelle Gardner 2/16/2023
Michelle Gardner Date
Sr. Assistant City Attorney

Approved:

Cindy Colip Date
Director of Public Works

EXHIBIT A

A parcel of land situated in the SW 1/4 of Section 19, Township 4 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of the right-of-way for South Old Tom Morris Road, as dedicated by the plat of Murphy Creek Subdivision Filing No. 1 recorded at Rec. No. B1020969 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

That portion of land included in the circumference of a circle having a radius of 31.80 feet, the center of said circle being the intersection of the centerline of said South Tom Morris Road and the centerline of South Catawba Circle as depicted on the plat of said subdivision, said intersection bearing N23°25'12"W, a distance of 1668.19 feet from the S 1/4 corner of said Section 19.

RESERVING, HOWEVER, unto Grantor a public access and utility easement to construct, reconstruct, and maintain utilities and all fixtures, devices and structures whatsoever necessary or useful in the operation of said utilities, together with the right of ingress and egress and for the general public and emergency vehicles to traverse, over, across, on, and through the Premises.

The above-described parcel contains 3,177 sq. ft. (0.073 acres), more or less.

Bearings based on the south line of the SW 1/4 of Section 19, T4S, R65W of the 6th P.M., being S89°22'12"W, and all linear units are in US Survey Feet.

Illustration attached and made a part hereof.

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

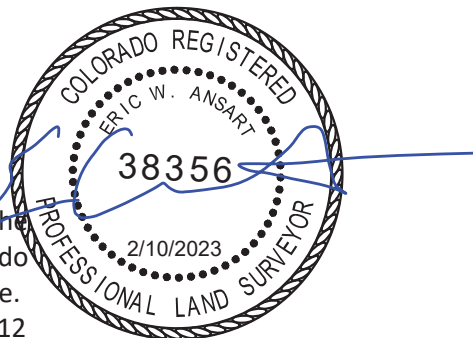
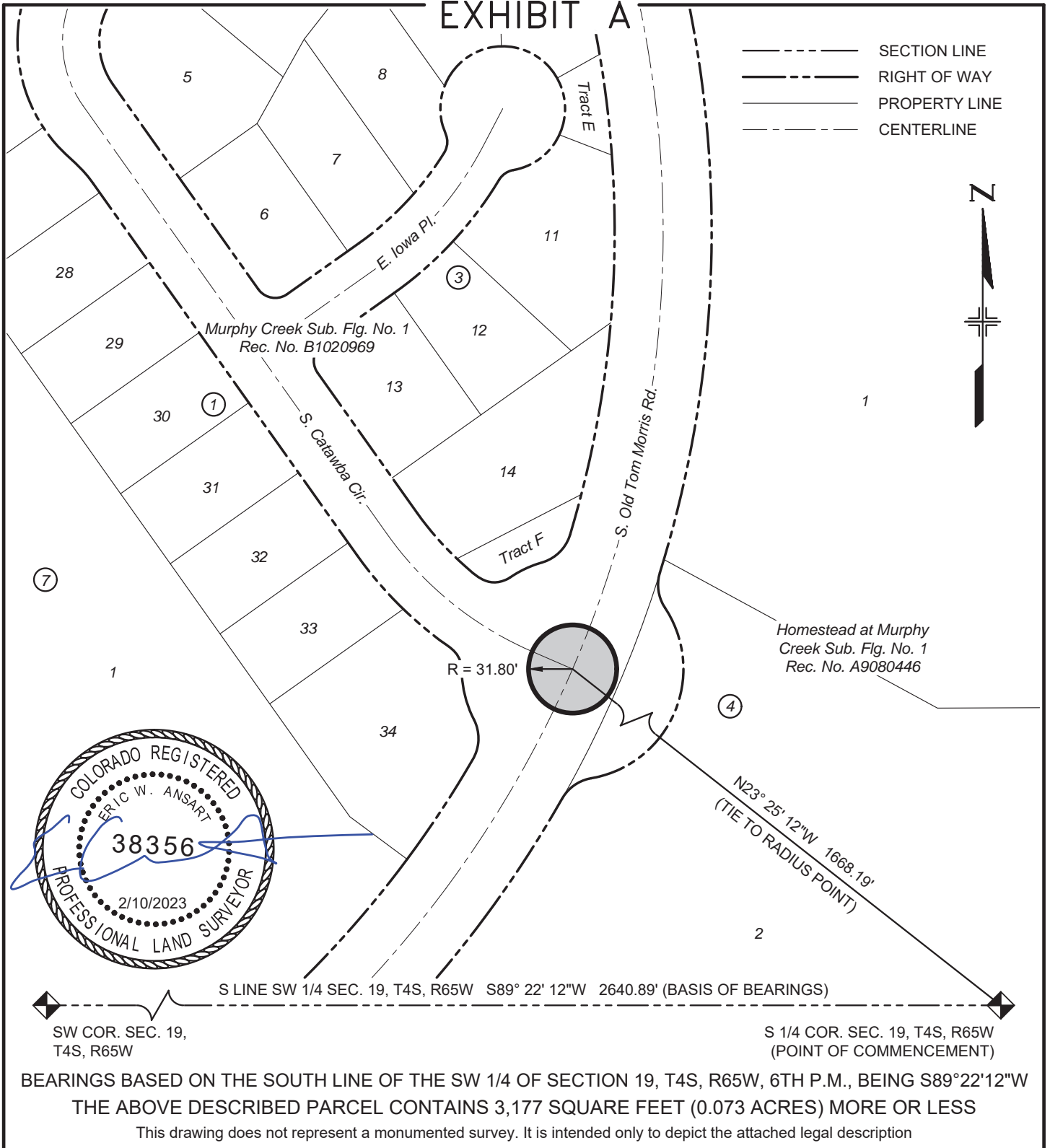


ILLUSTRATION FOR EXHIBIT A

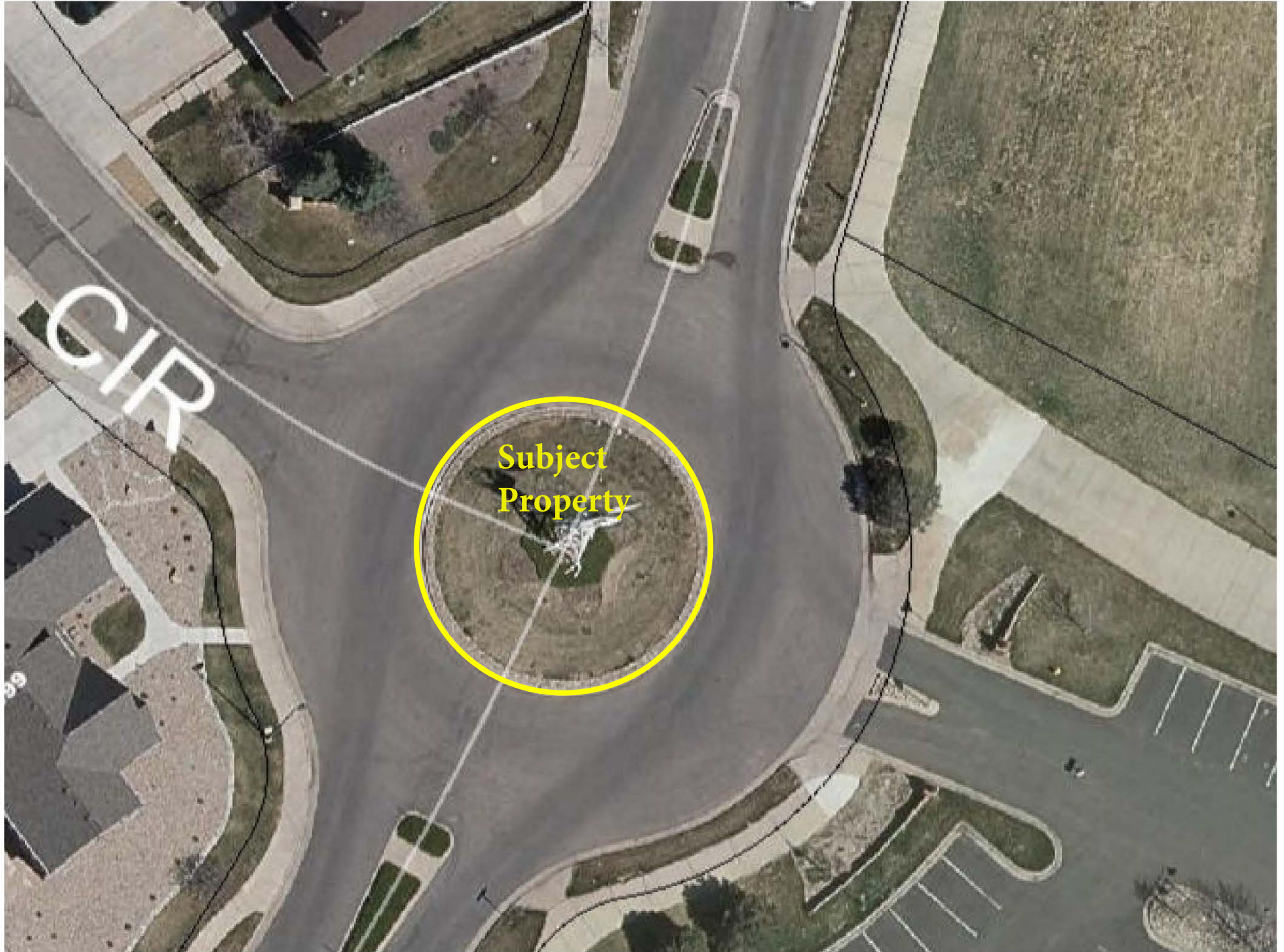


CITY OF AURORA, COLORADO

DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 11/23/2022	JOB NUMBER: N/A

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SEC. 19, T4S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

Exhibit A



BARGAIN AND SALE DEED WITH RESTRICTIVE COVENANTS

This Bargain and Sale Deed with Restrictive Covenants (this “**Deed**”) is dated this _____ day of _____, 20___, between the CITY OF AURORA (“**Grantor**”), a home-rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, organized and existing under and by virtue of the laws of the State of Colorado, hereinafter referred to as “**Grantor**”, whose legal address is 15151 East Alameda Parkway, Aurora, CO 80012 and Murphy Creek Metropolitan District 3 a quasi-municipal corporation and political subdivision of the State of Colorado (“**Grantee**”), whose legal address is 23801 E Florida Ave, Aurora, CO 80018.

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00, in hand paid, and other good and valuable consideration, the receipt whereof is hereby confessed and acknowledged, hereby alienates, releases, grants, bargains, sells and conveys to Grantee, its heirs, successors and assigns forever, all of that certain real property situate, lying and being in Arapahoe County, State of Colorado, and more particularly described on Exhibit A attached hereto (the “**Premises**”), subject to the Restrictive Covenants and Transfer Restrictions as well as the Reversionary Rights retained by the Grantor set forth herein.

RESERVING, HOWEVER, unto Grantor a public access and utility easement to construct, reconstruct, and maintain utilities and all fixtures, devices and structures whatsoever necessary or useful in the operation of said utilities, together with the right of ingress and egress and for the general public and emergency service vehicles to traverse, over, across, on, and through the Premises.

RESTRICTIVE COVENANTS

1. RESTRICTIVE COVENANTS AND RIGHT OF REVERSION

- a. USE RESTRICTION. The Premises shall be conveyed from Grantor to Grantee for Grantee’s use *only* as a traffic circle or median (“Use Restriction”). Use as “Median” shall mean Grantee will operate and maintain Premises that will not interfere with the adjacent public thoroughfare and Street. The Grantee understands and agrees that the Premises are being transferred for use as a Median and agrees that the Premises will be used and maintained as a Median, in perpetuity from the date this Deed is recorded. In the event the Premises ceases to be used or maintained as a Median, in Grantor’s sole discretion, all or any portion shall revert to the Grantor. Grantee agrees to maintain the Premises in a clean, neat, and orderly fashion.
- b. TRANSFER RESTRICTION. The Median shall not be sold, leased, assigned, encumbered or otherwise disposed of without the prior written approval of the Grantor beginning on the date of recordation of this Deed (“Transfer Restriction”). Grantor may, in Grantor’s sole and absolute discretion (but shall in no event be obligated to), release and/or waive any or all the Use and Transfer Restriction’s at any time by written instrument duly executed and delivered by Grantor. Any such disposition shall assure the continued use

and maintenance of the Premises in accordance with the Use Restriction, subject to all the terms and conditions contained in this Deed.

2. RIGHT OF REVERSION. In the event that there is a breach by the Grantee, its successors or assigns, of the Use Restriction, Transfer Restriction, or any of the terms, conditions and covenants contained in this Deed as determined by Grantor in Grantor's sole discretion, in perpetuity, beginning on the date of recordation of this Deed whether caused by the legal or other inability of the Grantee, its successors or assigns, to perform said terms, conditions, or covenants, the Grantor will give written notice, that the Grantee shall eliminate, rectify, or cure said breach. Upon failure to eliminate, rectify, or cure said breach within the time set forth in the notice, all right, title, and interest in and to the Premises shall, at the Grantor's option, revert to and become the property of the Grantor. In addition to all other remedies for such breach, the Grantee, its successors and assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging. The Grantee, by its acceptance of this Deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the Premises to the Grantor, or the Grantee voluntarily returns title to the Premises in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said Premises at all times until such time as the title to the Premises, or possession of the Premises, whichever occurs later in time, is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Reversion shall occur via Special Warranty Deed from Grantee to Grantor.

MISCELLANEOUS

All offers, acceptances and any other notices or statements contemplated or required by this Deed shall be sent by certified or registered United States mail, return receipt requested, to the intended recipient thereof at the addresses below:

GRANTOR: City of Aurora
15151 East Alameda Parkway Suite 3200
Aurora, Colorado 80012
Attention: Manager of Real Property Services
Telephone: (303) 739-7300
Email: Publicworks@auroragov.org

GRANTEE: Murphy Creek Metropolitan District No. 3
14901 East Hampden Avenue, #320
Aurora, Colorado 80014
Attention: District Manager
Telephone: [\(303\) 693-2118](tel:(303)693-2118)
Email: jkinkead@cchoapros.com

Any periods of time within which action is to be taken hereunder shall commence on the date confirmation that notice thereof has been received by the appropriate party.

Subject to the limitation expressed in this Deed shall be binding upon and shall inure to the benefit of the heirs, assigns, successors, and personal representatives of the parties hereto.

This Deed is made in Colorado and shall be governed by and interpreted in accordance with the law of Colorado.

The Premises are conveyed AS IS, WHERE IS, WITH ALL FAULTS, and without representation or warranty, express or implied, as to the physical condition of the Premises, the value of the Premises, its merchantability or fitness for a particular purpose. Grantee hereby assumes responsibility of all maintenance and all improvements below grade or above grade excepting the grantor therefrom.

To have and to hold the Premises and improvements unto the Grantor, its successors and assigns forever, subject to the reservations, restrictions, reversions contained herein.

The failure of the Grantor to require in any one or more instances, complete performance of any terms, conditions, or covenants of this Deed shall not be construed as a waiver of or relinquishment of the Grantor's right to such future performance, but remains an obligation of the Grantee, its successors and assigns with respect to such future performance and shall continue in full force and effect.

IN WITNESS WHEREOF, Grantor has executed this Bargain and Sale Deed as of the day and year first written above.

ATTEST:

CITY OF AURORA

By _____
Kadee Rodriguez, City Clerk

By _____
Mike Coffman, Mayor

APPROVED AS TO FORM:

REVIEWED BY:

By: Michelle Gardner
Michelle Gardner
Senior Assistant City Attorney

By: _____
Hector Reynoso
Real Property Services Manager

By: _____
Cindy Colip
Director of Public Works

STATE OF COLORADO }
 }
 } ss.

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Mike Coffman, Mayor of the City of Aurora.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public: _____

RESOLUTION NO. R2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE CONVEYANCE OF A PARCEL OF LAND
CONTAINING 0.073 ACRES TO MURPHY CREEK METRO DISTRICT NO. 3

WHEREAS, the City of Aurora (“City”) owns a parcel of land described as median area within right-of-way located within the Murphy Creek Metro District No. 3 boundaries (“Parcel”); and

WHEREAS, Murphy Creek Metro District No. 3 (“District”) has requested that the City convey said Parcel to the District so that they may own and maintain the Parcel consistent with other median parcels owned by the District; and

WHEREAS, the Parcel contains 3,177 square feet (0.073 acres), more or less, of City-owned land would be conveyed to the District; and

WHEREAS, the City may transfer fee simple title to the District by Bargain & Sale Deed, with certain reservations and use and transfer restrictions included, to ensure the Parcel will be used as a median in accordance with City standards and without interference with the City’s adjacent right-of-way; and

WHEREAS, pursuant to BPM 4-14, Section VI(H), the City may convey the Parcel to the District as the logical potential purchaser since the District owns and maintains similar median parcels within roundabouts within the District; and

WHEREAS, pursuant to Colorado Revised Statute Section 31-15-101(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, pursuant to City Code Section 2-31, the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and the citizens of Aurora to authorize the Parcel conveyance to the District.

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

Section 1. The conveyance of the Parcel containing approximately 0.073 acres to Murphy Creek Metro District No. 3 is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the Bargain and Sale Deed to Murphy Creek Metro District No. 3 on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

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

RESOLVED AND PASSED this ____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

Michelle Gardner
MICHELLE GARDNER, Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Boos Parcel - Erik Frank Agricultural Lease
Item Initiator: Tom Clark, Sr. Real Estate Specialist, Public Works Department
Staff Source/Legal Source: Tom Clark, Senior Real Estate Specialist, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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.)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AGRICULTURAL LEASE BETWEEN THE CITY AND ERIK D. FRANK OF CITY-OWNED LAND IN WELD COUNTY
Tom Clark, Senior Real Estate Specialist, Public Works / Michelle Gardner, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached

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

On November 16, 2020 City Council of the City of Aurora approved A Resolution for the purchase of 15 shares of stock in the Farmers Independent Ditch Company and 144 acres of land in Weld County see, item 10i.

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

On November 16, 2020, City Council approved the purchase of 15 shares of stock in the Farmers Independent Ditch Company and 144 acres of land ("Property") in Weld County. This purchase was completed on February 24, 2021. As the City proceeds with plans to make full use of the water and land on the property, it is important for the City's proposed future use that the water continues to be used for agricultural purposes and the lands continue to be well maintained until the water is changed and put to municipal use.

In 2021, the City solicited a request for proposals from local farmers to lease the 144 acre parcel of land. Benefits received by the City from leasing the property include:

- Decreased financial responsibility for the City to maintain the land.
- Revenue from rent.
- Goodwill in community and investing in relationships with local farmers.
- Security by having a consistent presence on the Property.
- Continued use of water rights, beneficial for the future change case application.

In September of 2022 the City solicited bids from farmers to lease the Property for 30-days. During the 30-day listing period, City staff received three applications. Based on the evaluation criteria (which included previous experience, Best Management Practices, desired duration, and offered rental amount), City staff recommends leasing the Property to Erik D. Frank ("Lessee") with the following terms:

- 5-year initial term with the option to renew for an additional 5-year term, with the General Manager of Aurora Water, Marshall Brown, approval.
- Lessee responsible for all maintenance.
- Annual Base Rent: \$33,250.
- Lessee pays annual ditch company assessments.
- Lessee pays annual fees for land and water use.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

Revenue from this lease will be going to the Water Fund:
 Org/Account: 52018-45900, 526621-4052
 Annual Base Rent: \$33,250.
 5-year initial term with the option to renew for an additional 5-year term, with the General Manager of Aurora Water, Marshall Brown, approval.
 Lessee responsible for all maintenance.

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 THE RESOLUTION for the agricultural lease between the City of Aurora and Erik D. Frank for the Property in Weld County and authorize the General Manager of Aurora Water to execute the lease?

LEGAL COMMENTS

Pursuant to Colorado Revised Statute Section 31-15-101(d), the City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal. Pursuant to City Code Section 2-31(1), the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election. (M. Gardner)

RESOLUTION NO. R2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE AGRICULTURAL LEASE BETWEEN THE
CITY AND ERIK D. FRANK OF CITY-OWNED LAND IN WELD COUNTY

WHEREAS, on November 16, 2020, City Council for the City of Aurora (“City”) approved Resolution No. 2020-150 for the purchase of 15 shares of stock in the Farmers Independent Ditch Company and 144 acres of land in Weld County (“Property”); and

WHEREAS, the purchase of the Property was completed on February 24, 2021, and the land is best used for agricultural purposes until the water is changed and put to municipal use; and

WHEREAS, in 2021, the City solicited request for proposals from local farmers to lease the 144 acres of land on the Property; and

WHEREAS, in September of 2022, the City solicited bids from farmers to lease the Property and, after considering all bids, recommends that the City enter into a lease agreement with Erik D. Frank (“Lessee”); and

WHEREAS, Lessee is in the agricultural farming business and desires to lease the Property for a 5-year initial term with the option to renew for an additional 5-year term, as detailed in the Agricultural Lease; and

WHEREAS, Lessee will be responsible to pay rent, maintenance, annual ditch company assessments, and annual fees for land and water use on the Property; and

WHEREAS, the City desires to enter into the Agricultural Lease with Lessee according to the terms and provisions stated in the Agricultural Lease presented to City Council; and

WHEREAS, pursuant to Colorado Revised Statute § 31-15-101(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, pursuant to City Code Section 2-31, the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property owned by the City, including leases; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of the Agricultural Lease agreement.

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

Section 1. The Agricultural Lease agreement between the City and Erik D. Frank is hereby approved.

Section 2. The Mayor or the General Manager of Aurora Water, and the City Clerk, are hereby authorized to execute and deliver the Lease Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

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

RESOLVED AND PASSED this ____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Michelle Gardner RLA

MICHELLE GARDNER, Sr. Assistant City Attorney

AGRICULTURAL LEASE

THIS LEASE (“Lease”) is made and entered into this ____ day of _____ 2023 (“Commencement Date”), by and between the City of Aurora, Colorado, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012, herein referred to as "Lessor" and Erik D. Frank, whose address is 18816 CR 42, LaSalle, CO 80645, hereinafter referred to as "Lessee". Lessor and Lessee may herein be individually referred to as “Party” and together as “Parties”.

WHEREAS, Lessor is the owner of approximately one hundred forty-two (142) acres, more or less, located at 19113 CR 25, Platteville, CO 80651, Weld County and as more legally described and depicted in “Exhibit A”, attached hereto, and incorporated herein by reference, together with all appurtenances, site and other improvements, structures, and equipment as provided for herein (the "Property"), and

WHEREAS, Lessee desires to perform agricultural farming operations on the Property with use of the Subject Water Rights (“Subject Water Rights”) on the Property, and has entered into a separate water use agreement, dated June 2, 2021, with Aurora to use the Subject Water Rights on the Property, and

WHEREAS, Lessor desires for the continued use of the Subject Water Rights on the Property, and

WHEREAS, this Lease will be of mutual benefit and convenience to Lessor and Lessee.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1) TERM OF LEASE:

a) The "Term" of this Lease shall commence on the Commencement Date stated above and shall terminate on December 31, 2028, unless terminated earlier (“Term”).

b) If there exists no Event of Default that has not been cured or is in the process of being cured hereunder at the expiration of this Lease or any earlier termination thereof, the Lessor and Lessee may agree, in their respective discretion and in writing to extend the Term of this Lease for one (1) additional period of five (5) years upon the same terms and conditions as herein stated, save and except the adjustment of Rent subject to a possible rate increase. Notice of such request to extend this Lease shall be in writing and provided by the party requesting an extension of this Lease on or before the date that is three hundred sixty-five (365) days prior to the expiration of the Term. Each party may accept or reject a request for extension of this Lease from the other party in such party’s sole discretion. Extension of this Lease by Lessor shall be authorized by the Aurora Water General Manager. **EXTENSIONS ARE NOT GUARANTEED TO BE GRANTED.**

c) Lessor shall have the right to terminate this Lease effective as of the end of any calendar year by delivering written notice of such termination to Lessee on or before September 15th of the subject calendar year. Lessee shall have the right to terminate this Lease effective as of the end of any calendar year by delivering written notice of such termination to Lessor on or before September 15th of the subject calendar year.

2) LEASE GRANT:

a) Leased Property. Lessor does hereby, rent and lease to Lessee the Property for agricultural purposes as provided for and subject to the terms of this Lease. The Property shall not be used for residential purposes.

b) Net Lease. It is the intent of the parties that the Rent provided to Lessor shall be absolutely net to Lessor and that, except as expressly provided in this Lease, Lessor will not be required to pay any costs or expenses or provide any services in connection with the Property and Lessee will bear all costs and expenses relating to the Property. Accordingly, except for those costs and expenses which Lessor has expressly agreed to pay pursuant to this Lease, Lessee covenants and agrees to pay, in addition to Rent, all costs and expenses relating to the Property which accrue during or are allocable to the Term or any extension of the Term, including, without limitation: (a) any and all taxes due on the Property as a result of this Lease; (b) insurance premiums; (c) utility charges; and (d) costs and expenses of maintaining and repairing the Structures and Equipment (as defined below).

3) **USE OF PROPERTY:** Lessee shall be responsible for maintaining the Property and all agricultural appurtenances found on the Property. The Lessee may utilize the irrigated ground areas, collectively the "Irrigated ground," as necessary. Lessee is entitled to all crops and crop residue from said Property. Lessee will provide all seed, fertilizer and chemicals needed for growing said crops. Lessee shall be responsible for all electric use costs. Lessee also agrees to provide occasional maintenance, including but not limited to mowing in order to maintain weeds and invasive species along the edge of the Property.

4) **VACATING PROPERTY; HOLDING OVER.** Lessee shall vacate the Property upon the expiration or any earlier termination of this Lease. If Lessee remains in possession of the Property after the expiration or termination of the Term, with or without the express or implied consent of Landlord, Lessee shall be a lessee at sufferance and there shall be no renewal of this Lease by operation of law. Lessee shall pay a monthly base rent ("Monthly Base Rent") during the first month of such holdover period Lessee shall pay a monthly holdover rent equal to 150% of the most recent annual Base Rent divided by twelve (12) and thereafter a monthly holdover rent equal to 200% of the most recent annual Base Rent.

5) **RENTAL AMOUNTS:** Lessee shall pay to Lessor Annual Base Rent ("Rent") for use of the Irrigated Ground as defined and provided for below. Rent does not include any payment for the use of the Subject Water Rights, and the Subject Water Rights are subject to the separate Water Use Agreement. If the Term should commence on a date other than the first day of a calendar year, the Base Rent for the partial year shall be prorated.

a) Rent. The Rent is payable at an annual rate of the sum of: (i) \$250 per acre of Irrigated Ground as set forth in the chart below.

Land Type	Amount (Acres)	Rent Rate (\$/acre/year)	Annualized Base Rent
Irrigated Ground	133	\$250	\$33,250
		Total:	\$33,250

b) Taxes, Insurance, Assessments. Lessee shall pay any and all taxes and insurance, incurred by Lessee’s use of the Property.

c) Payment Dates.

(i) Rent Payments. The annualized Rent amount is payable one half on or before April 1 of each year during the Term and one half on or before December 1 of each year during the Term. The first Rent payment shall be made within ten days following the Commencement Date.

(ii) Payment Due Date. Any payment due under this Lease shall be timely if it is made on the due date or within fourteen (14) business days thereof (the “Payment Due Date”).

(iii) Place of Payment. All payments due and payable under this Lease shall be made payable to the order of City of Aurora and delivered to: **15151 E. Alameda Pkwy, Suite 3200, Attention: Real Property Services Manager, Aurora, Colorado, 80012** or such other address as identified by written notice from Lessor. All payment(s) must reference this Lease: “Frank – Boos Lease.”

6) **DELINQUENT RENT:** Payment received after the applicable Payment Due Date shall be assessed a penalty of \$1.00 per acre per day for each day past due, up until fifteen (15) business days, at which time this Lease will be considered in Default (“Default”). Any and all costs and expenses incurred by Lessor to collect delinquent rent shall be at the sole expense of the Lessee.

7) **PROGRAM PAYMENTS:** Lessee is entitled to all payments from governmental entities, if any, to be collected with respect to Lessee’s farming of the Property. In no event shall Lessee pursue any government program payments without the express prior written consent of Lessor.

8) **TRADE FIXTURES:** Lessee shall be permitted to install additional items necessary or convenient for use of the Property (“Trade Fixtures”) at its own expense, that may, at the request of Lessor, be removed on the expiration or earlier termination of this Lease, provided that Lessee bears the cost of such removal, and further that Lessee repairs at its own expense any and all damage to the Property resulting from such removal. If Lessee fails to remove any and all such trade fixtures from the Property on the expiration or earlier termination of this

Lease, all such trade fixtures shall become the property of the Lessor unless Lessor elects to require their removal, in which case Lessee shall, at its expense, promptly remove the same and restore the Property to their prior condition.

9) OBLIGATIONS OF LESSEE:

a) Lessee agrees to maintain the Property during this Lease and keep adequate records of crops planted, chemicals and fertilizer applied to the land, and any necessary irrigation records. Lessee shall operate the Property in an efficient manner using good husbandry. Lessee will return the Property to a condition substantially similar or better than the condition that existed prior to execution of this Lease. Lessee will apply best agricultural practices at the proper time and in the proper manner. Lessee shall not commit waste on or cause damage to the Property and will use due care to prevent others from so doing. Lessee will permit the Lessor, or their agent, to enter the Property at any time during the term of the Lease.

b) Lessee further agrees to (1) remove all noxious weeds in crop lands and control all other weeds as necessary, not only in fields, but also along adjacent roads and fences; (2) comply with all acreage allotments and government regulations relative to farming operations; (3) neither assign, nor sublet, this Lease or any portion thereof without prior express written consent of Lessor which Lessor may grant or deny in its sole discretion; (4) return the Property to Lessor at the end of the Lease term in as good condition or comparable condition as the Commencement Date; (5) be responsible for all lateral ditch preparation and maintenance; (6) pay the costs of power to the sprinklers and any expenses of all farming operations not otherwise provided for herein; and (7) promptly, at the expiration of the Lease term, yield up possession of the Property. In the event that Lessor commences an action to remove Lessee after the expiration of the Lease term, or upon Default, Lessee shall pay Lessor's costs and attorney fees.

c) Lessee assumes all responsibility and obligations of repairing, replacing, and maintaining all improvements whether real or personal including fixtures and Trade Fixtures, thereby relieving Lessor of any responsibilities or obligations related to maintaining the Property, or any improvements whether real or personal including fixtures on the Property during the term of this Lease. Lessee will always maintain the Property in a clean and sanitary condition, and will use the Property and all furnishings, fixtures, and appliances in a safe and reasonable manner. Lessee may paint, wallpaper, or otherwise redecorate or make alterations to the Property, at Lessee's expense, but only with the prior consent of Lessors. Lessee shall water, mow, and maintain the yard, trees, and shrubs around the Property in satisfactory condition. Lessee will assure that Property of the Lessors is safeguarded against damage, loss, removal, or theft. In addition, during the term of this Lease, Lessee agrees to maintain the Property free from blockage, debris, or other obstructions on roads on or abutting the Property.

d) Lessee covenants through the term of this Lease, at Lessee's sole cost and expense, to promptly comply with all laws and ordinances and the orders, rules, regulations, and requirements of all Federal, State, quasi-municipal or municipal governments and departments, commissions, boards, and officers thereof.

e) Lessee shall monitor the Property and provide reasonable security while Lessee or its employees are on site.

f) Lessee agrees to pay any and all taxes due on the Property or as a result of this Lease and to maintain insurance as required under this Lease.

10) OBLIGATIONS OF LESSOR:

a) If Lessor should sell or otherwise transfer the Property, Lessor will, subject to the provisions of this Lease, terminate this Lease pursuant to Section 1)c), or negotiate an early termination of the Lease with Lessee.

b) Lessor shall have no obligation to repair and maintain and may elect to remove any Trade Fixtures, provided Lessor submits written notification to Lessee at least ninety (90) days prior to removal of any Trade Fixtures.

11) DEFAULT: The occurrence of any of the following events shall constitute an "Event of Default" by Lessee under this Lease.

a) Lessee shall fail to pay any installment of Base Rent or any other obligation under this Lease involving the payment of money and such failure shall continue for a period of fifteen (15) business days after the due date thereof. If Lessor, in Lessor's sole opinion, determines any portion of the Property to be unsuitable for the rights granted herein. If Lessee fail to maintain the Property or any portion of the Property in the sole opinion of the Lessor.

b) Lessee shall fail to comply with any provision of this Lease, other than as described in subsection and shall not cure such failure within sixty (60) days after written notice thereof to Lessee; provided, however, that if the nature of Lessee's obligation is such that more than such thirty (30) days are required for performance, then Lessee shall not be in default if Lessee commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

c) Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

d) Lessee shall file a petition under any section or chapter of the federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee.

e) Receiver or Trustee shall be appointed for Lessee or for all or substantially all of the assets of Lessee.

f) Lessee shall abandon or vacate the Property or any substantial portion of the Property for 180 consecutive days at any time prior to the last month of the Term. Abandoning or

vacating the Property or any substantial portion of the Property while continuing to pay Rent is not an Event of Default of this Lease.

g) Lessee shall breach its obligations under the Water Use Agreement beyond any applicable notice and cure periods thereunder.

12) **REMEDIES:** Upon an Event of Default, in addition to any other rights or remedies provided for herein or at Law or in equity, and without barring election of any other remedy, Lessee, at its sole option, shall have the rights and remedies set forth in this Section.

a) Pursue any remedy now or hereafter available to Lessor under the laws or judicial decisions of the state of Colorado, including terminating Lessee's right to possession of the Property.

b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Property. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the Base Rent as it becomes due hereunder.

c) Lessee's Monetary Default or Lack of Insurance. In the event of breach by Lessee of the monetary or insurance covenants of this Lease, Lessor shall provide written notice to Lessee and Lessee shall be deemed to be in default as of the date the payment was due and not paid or the date on which proof of insurance was required to be delivered and no proof was supplied to the Lessor unless such default is cured within sixty (60) calendar days of Lessee's receipt of the Lessor's written notice. The Lessor, without termination of this Lease, may thereafter proceed in law or equity to seek injunctive relief, specific performance, or any other remedy available at law or in equity damages incurred as a result of Lessee's default. Where Lessee's default results from failure to provide proof of insurance and Lessee is proceeding with necessary diligence to obtain such proof of insurance, Lessee shall be entitled to an extension of said sixty (60) day minimum cure period, not to exceed however an additional sixty (60) calendar days in which to obtain the required Certificates of Insurance and provide proof of insurance to the Lessor.

If the identified breach is not cured by 5:00 p.m. on the cure date, or an extension thereof with regard to proof of insurance, the Lessor, at its option and with or without termination of this Lease, may enter and repossess the Leased Property and all Tenant Fixtures, appurtenances and improvements. Such re-entry may be with or without process of law and shall be without liability for trespass or forcible entry and without prejudice to any other remedies to which the Lessor may be entitled. In such event, Lessee agrees to peaceably surrender the Leased Property, Tenant Fixtures and all improvements to the Lessor without further notice or demand.

d) Lessee's Non-Monetary Default or Abandonment. In the event of material breach by Lessee of the performance of any of the conditions, covenants, Leases or obligations hereunder, other than those described above, or in the event of abandonment by Lessee of Lessee's activities as an agricultural farming operator on the Property, the Lessor shall provide written notice to Lessee and Lessee shall be deemed to be in default of this Lease as of the date of the Lessor's notice unless the breach is cured within sixty (60) calendar days of Lessee's receipt of the Lessor's written notice. The Lessor, with or without termination of this Lease, may

thereafter proceed in law or equity to seek injunctive relief, specific performance and/or damages incurred as a result of Lessee's default. In the event of any default hereunder by Lessee, other than abandonment, where Lessee is proceeding with necessary diligence to effectuate a remedy, Lessee shall be entitled to an extension of such minimum cure period not to exceed however an additional sixty (60) calendar days in which to remedy the default.

If the identified breach is not cured by 5:00 p.m. on the cure date, or an extension thereof with regard to proof of insurance, the Lessor, at its option and with or without termination of this Lease, may enter and repossess the Leased Property and all Tenant Fixtures and improvements. Such re-entry may be with or without process of law and shall be without liability for trespass or forcible entry and without prejudice to any other remedies to which the Lessor may be entitled. In such event, Lessee agrees to peaceably surrender the Leased Property, Tenant Fixtures and all improvements to the Lessor without further notice or demand.

e) Notice Period for Summary Proceedings. If the Lessor elects to retake possession of the Property all improvements from Lessee by summary judicial proceedings, demanding payment of rent and/or other fees and charges and/or proof of insurance and/or compliance with any other term of this Lease or, in the alternative, surrender of possession of the Property and all improvements, the parties recognize and agree that the applicable sixty (60) day notice/cure period, established above, shall control. In such instance, for the purpose of §13-40-104, C.R.S., as amended, the default shall be deemed to have occurred at 5:00 p.m. on the twentieth or thirtieth day following receipt by Lessee of the Lessor's notice to cure (or the last day of an extended minimum cure period), at which point in time, if Lessee is in possession of the Leased Property, Lessee shall be holding over without permission of the Lessor and, at the Lessor's option, shall be subject to summary proceedings under the Colorado Forcible Entry and Detainer statutes, §13-40-104, *et seq.*, C.R.S., as amended.

13) **UTILITIES:** Lessee is responsible for all utilities, including but not limited to trash, gas, electric, water, internet and cable (if applicable).

14) **SUBLEASING:**

a) Consent. Without the prior written consent of Lessor at Lessor's sole discretion, Lessee shall not, either involuntarily or voluntarily or by operation of law or otherwise, assign, mortgage, pledge, hypothecate, encumber or permit any lien to attach to, or transfer this Lease or any interest herein, or sublet the Property or any part thereof, or permit the Property to be occupied by anyone other than Tenant or Tenant's employees or contractors.

b) Required Information. In seeking Lessor's consent to assign a portion of this Lease or sublease any part of the Property for which prior consent is required under this Lease, Lessee shall require the proposed assignee to indicate whether it:

i) Has ever been convicted or held liable for acts involving deceit including any violation of applicable laws, or is currently under an indictment, investigation or complaint charging such acts;

ii) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

iii) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving an agricultural farming operation similar to that contemplated by this Lease, except that any such claims, suits or proceedings relating to insurance claims, theft of service, or employment matters need not be disclosed;

iv) Is financially solvent by submitting financial data including financial statements that are audited or reviewed by a certified public accountant who may also be an officer of the parent corporation along with any other data that the Lessor may reasonably require; and

v) Has the financial and technical capability to enable it to maintain and operate the Property for the remainder of the Term.

15) **LESSEE'S COMPLIANCE WITH TERMS:** In seeking the Lessor's consent to any change in ownership or control, the Lessee shall indicate whether it has failed to comply with any provision of this Lease at any point during the term of this Lease.

16) **NON-INTERFERENCE:** Lessee recognizes Lessor owns the 2,800 square foot home at 19113 County Road 25 and 5,400 square foot shop adjacent to the Property which are not part of this Lease. Lessor may grant a leasehold interest for residential purposes. Lessee agrees to not interfere with Lessor's residential tenant or any land outside of the Property.

17) **NO WAIVER:** The consent or approval of the Lessor to transfer by the Lessee does not constitute a waiver or release of the rights of the Lessor in or to the Leased Property and any transfer shall by its own terms be expressly subject to the terms and conditions of this Lease. No failure to strictly enforce the terms of this Lease shall be deemed a waiver by either party unless such waiver is in writing and executed by the party against whom enforcement of the waiver is sought. No waiver by either party of any failure of a party to comply with any term or condition of this Lease shall be construed to be a waiver of any other failure by such party to comply with the same or any other term or condition of this Lease.

18) **BINDING LEASE.** Any sale, transfer or assignment of this Lease will bind the successor in interest to the terms of this Lease.

19) **INSURANCE.** Lessee, and all other operating parties on behalf of Lessee within the Property, shall maintain Commercial Property Insurance Policy while on the Property during the term of this Lease. The cost of the required insurance shall be paid by the Lessee. Prior to commencement of any activities permitted under this agreement within the Property, the Lessee shall provide a certificate of insurance naming the City of Aurora as an additional insured, evidencing the following coverages:

Commercial General Liability Insurance. Lessee shall maintain commercial general liability insurance covering all operations by or on behalf of Lessee 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 Products and Completed Operations, Contractual Liability

and a Waiver of Subrogation, and the XCU (explosion, collapse & underground) exclusion shall be removed. Aurora, 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

\$2,000,000 products and completed operations

Commercial Automobile Liability Insurance. Lessee shall maintain business automobile liability covering liability arising out of the operation of any licensed motor vehicle used on the Real Property (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming Aurora as an Additional Insured.

Workers' Compensation and Employers Liability Insurance. Lessee 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, Lessee shall maintain Employers Liability Insurance with minimum limits of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

City as Additional Insured. All insurance policies required by this Lease, except workers' compensation, shall name Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and said coverage shall contain a waiver of subrogation. Lessee and/or Lessee's Agents shall provide a copy of an endorsement providing this coverage.

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.

Certificates of Insurance. Prior to commencing any work or occupying the Property, the Lessee, and affiliated parties of Lessee, including but not limited to Lessee's employees, contractors, sub-contractors, successors or assigns (hereinafter referred to as Lessee's Affiliates), shall provide certificates of insurance to Aurora demonstrating that at the minimum coverages required herein are in effect. Lessee and/or Lessee's Agents 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. Lessee's certificates of insurance must be kept in force throughout the duration of this Lease. Lessee's Affiliates must keep certificates or insurance in force throughout any term of occupancy within the Property. If any of Lessee's or Lessee's Affiliates insurance coverage is renewed at any time during the term of this Lease, the Lessee or Lessee's Affiliates shall be responsible for obtaining updated insurance certificates and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- VIII. The Lessee and/or Lessee's Affiliates shall provide copies of insurance policies to the Aurora's Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered in response to a significant change in activities on the premise. Lessee shall notify the City of any significant change in activities within five (5) days of determining such a significant change is necessary for its operations. Within ten (10) days of notice, Risk Manager for Aurora will notify Lessee of the proposed adjusted limits of insurance. If the Amendment would significantly increase the Aurora's risk exposure as the property owner, Lessee will adjust the limits of insurance proposed by the Risk Manager if they are no more than 10% higher than the limits set herein. In the event the proposed insurance limits proposed by the Risk Manager are more than 10% higher than the limits set herein, Lessee and Aurora will negotiate in good faith to set mutually agreeable insurance limits which are protective of the Aurora's risk exposure. **The Lessee's and/or Lessee's Affiliates policy(ies) will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the additional insured.**

20)**INDEMNIFICATION:** Lessee and any officer, agent, employee, guest, or invitee of Lessee shall indemnify and hold harmless Lessor against and from any and all claims arising from Lessee's use of the Property or from any activity, work or other things done, permitted, or suffered by the Lessee in or about the Property, and shall further indemnify and hold harmless Lessor against and from any and all claims arising from any breach or default in the performance of any obligations on Lessee's part to be performed under the terms of this Lease or arising from any negligent act or other negligence of the Lessee, or any officer, agent, employee, guest or invitee of Lessee. Lessee shall give prompt notice to Lessor in case of casualty or accidents on the Property.

21)**NOTICES:** All written notices provided herein shall be hand-delivered or sent by certified mail, return receipt requested, to the address set forth herein, or to such addresses as either party shall designate in writing. Notices shall be deemed served when deposited in the United States Mail. This Lease may be recorded in the County where the land is situated.

If to Lessee:

Erik D. Frank
18816 CR 42
LaSalle, CO 80645
Efrank005@yahoo.com

If to Lessor:

City of Aurora
C/O: Real Property Manager
15151 E. Alameda Pkwy.,
Suite 3200
Aurora, CO 80012

Aurora Water
C/O: Water Resources
15151 E. Alameda Pkwy.,
Suite 3600
Aurora, CO 80012
gwhitney@auroragov.org

City of Aurora
C/O: Aurora City Attorney's Office
15151 E. Alameda Pkwy., 5th Fl.
Aurora, CO 80012

Notices shall be effective (iv) the next day following the date sent by an established express delivery service which maintains delivery records requiring a signed receipt, (v) upon receipt by the addressee of a hand delivery, or (vi) three (3) days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.

- 22)**ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the Parties with respect to the subject matter hereof and may not be amended without written consent of both Parties hereto.
- 23)**MULTIPLE ORIGINALS.** This Lease may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Lease.
- 24)**BINDING EFFECT.** This Lease shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Parties. Nothing in this Lease, express or implied, is intended to confer any rights or remedies whatsoever upon any person other than Lessee and Lessor and their respective successors, assigns, and transferees.
- 25)**GOVERNING LAW AND VENUE.** This Lease and its application shall be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this License, the Parties agree that venue shall be in the District Court for Arapahoe County, Colorado.
- 26)**RECORDATION.** Following execution of this Lease by both parties hereto, Lessor shall not cause this Lease to be recorded with the County Clerk and Recorder's Office in Weld County, Colorado, as this Lease expires December 31, 2028.

THIS FARM LEASE SHALL BE BINDING upon the permitted assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands this 20th day of January, 2023.

LESSEE:
Erik D. Frank

Erik D Frank
Name

Date: 1/20/23

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me 20, day of January, 2023, by Erik D. Frank.

Witness my hand and official seal.

My commission expires: May 31, 2026

Jana Lee Voges

Notary Public

JANA LEE VOGES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224021534
MY COMMISSION EXPIRES MAY 31, 2026

LESSOR:

City of Aurora, A Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise

By: _____
Mike Coffman, Mayor


Date: _____

ATTEST:

By: _____
Kadee Rodriguez, City Clerk

Date: _____

REVIEWED BY:

By: 
Marshall P. Brown
General Manager, Aurora Water

APPROVED AS TO FORM:

Michelle Gardner
By: _____
Michelle Gardner
Sr. Assistant City Attorney

REVIEWED BY:

By: Hector Reynoso
Hector Reynoso
Manager of Real Property Services

ACS#: 23003013

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me _____, day of _____, 2023, by Mike Coffman as Lessor.

Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A

A parcel of land situated in the SE 1/4 of Section 25, T4N, R67W of the 6th Principal Meridian, County of Weld, State of Colorado, being more particularly described as follows:

Lot B, Recorded Exemption No. 1059-25-04 RECX18-0009, recorded May 30, 2018 at Rec. No. 4403136 in the office of the Weld County Clerk and Recorder;

Together with

Lot B, Recorded Exemption No. 1059-25-04 RE-2971, recorded June 26, 2001 at Rec. No. 2860695 in the office of the Weld County Clerk and Recorder, less and except the following described parcel:

Commencing at the SE corner of said Section 25;

Thence N00°12'50"E, coincident with the east line of said SE 1/4 (with all bearings hereon being relative thereto), a distance of 530.68 feet;

Thence N89°47'10"W, a distance of 20.00 feet to the **Point of Beginning**;

Thence N89°47'10"W, a distance of 190.00 feet;

Thence N00°12'50"E, a distance of 235.00 feet;

Thence S89°47'10"E, a distance of 48.00 feet;

Thence N00°12'50"E, a distance of 100.00 feet;

Thence S89°47'10"E, a distance of 80.00 feet;

Thence S00°12'50"W, a distance of 40.00 feet;

Thence S89°47'10"E, a distance of 62.00 feet;

Thence S00°12'50"W, a distance of 295.00 feet to the **Point of Beginning**.

The above-described parcel contains 6,138,733 sq. ft. (140.93 acres), more or less.

Illustration for Exhibit A attached and made a part hereof.

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

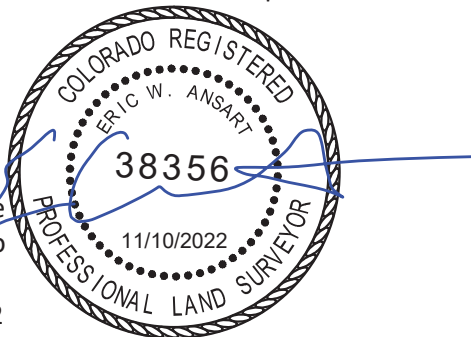
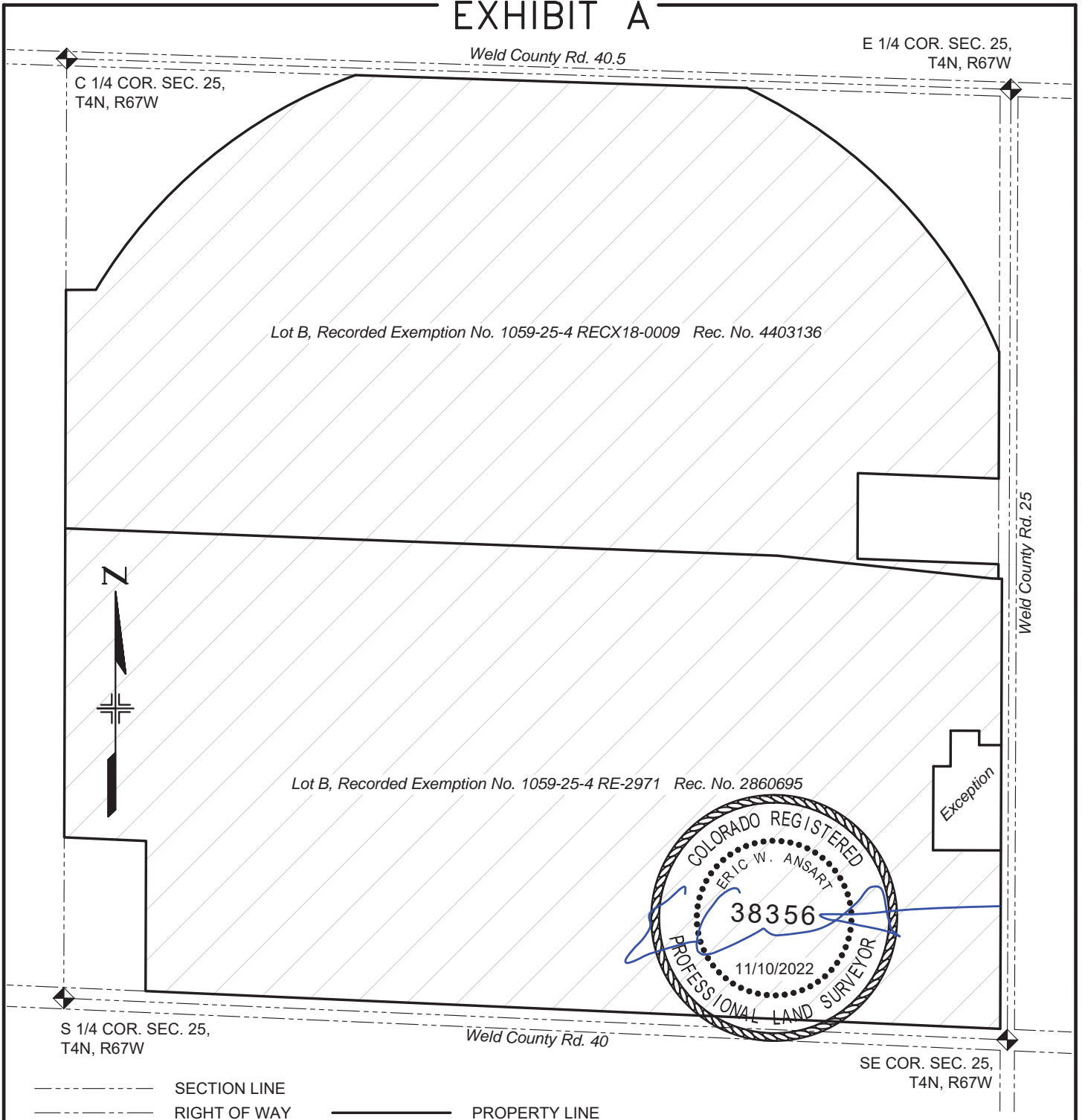


ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 6,138,733 SQUARE FEET (140.93 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to approximately depict or estimate the location of the attached legal description

CITY OF AURORA, COLORADO			A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SEC. 25, T4N, R67W, 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A	
CHECKED BY: GKW	DATE: 11/9/2022	JOB NUMBER: 20026	

EXHIBIT A

A parcel of land situated in the SE 1/4 of Section 25, T4N, R67W of the 6th Principal Meridian, County of Weld, State of Colorado, being more particularly described as follows:

Lot B, Recorded Exemption No. 1059-25-04 RECX18-0009, recorded May 30, 2018 at Rec. No. 4403136 in the office of the Weld County Clerk and Recorder;

Together with

Lot B, Recorded Exemption No. 1059-25-04 RE-2971, recorded June 26, 2001 at Rec. No. 2860695 in the office of the Weld County Clerk and Recorder, less and except the following described parcel:

Commencing at the SE corner of said Section 25;

Thence N00°12'50"E, coincident with the east line of said SE 1/4 (with all bearings hereon being relative thereto), a distance of 530.68 feet;

Thence N89°47'10"W, a distance of 20.00 feet to the **Point of Beginning**;

Thence N89°47'10"W, a distance of 190.00 feet;

Thence N00°12'50"E, a distance of 235.00 feet;

Thence S89°47'10"E, a distance of 48.00 feet;

Thence N00°12'50"E, a distance of 100.00 feet;

Thence S89°47'10"E, a distance of 80.00 feet;

Thence S00°12'50"W, a distance of 40.00 feet;

Thence S89°47'10"E, a distance of 62.00 feet;

Thence S00°12'50"W, a distance of 295.00 feet to the **Point of Beginning**.

The above-described parcel contains 6,138,733 sq. ft. (140.93 acres), more or less.

Illustration for Exhibit A attached and made a part hereof.

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

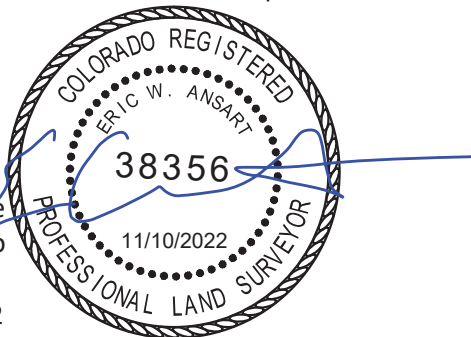
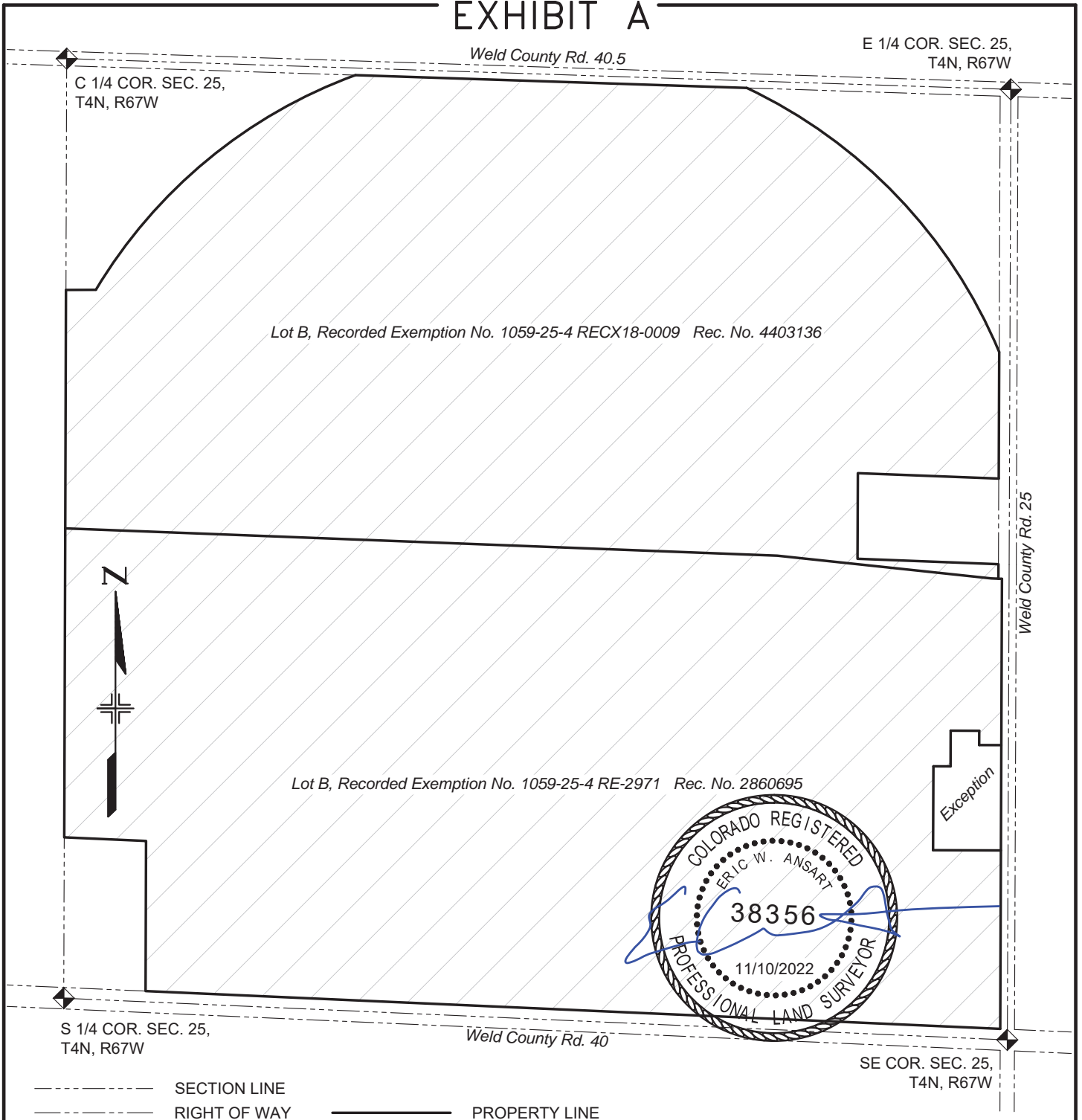


ILLUSTRATION FOR EXHIBIT A



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This drawing does not represent a monumented survey. It is intended only to approximately depict or estimate the location of the attached legal description

CITY OF AURORA, COLORADO			A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SEC. 25, T4N, R67W, 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A	
CHECKED BY: GKW	DATE: 11/9/2022	JOB NUMBER: 20026	

EFFECTIVE DATE: 11-16-20

RESOLUTION NO. R2020-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE CONTRACT FOR PURCHASE OF FARMERS INDEPENDENT DITCH
COMPANY STOCK

WHEREAS, pursuant to City Council Resolution No. R2016-52, the City Manager and the Director of Aurora Water are authorized to implement and carryout the 2016 Water Policies that includes acquisition of surface water supplies as the primary source of existing and future water supplies for the City; and.

WHEREAS, Aurora Water wishes to enter into a contract for its purchase of 15 shares of stock in the Farmers Independent Ditch Company and 144 acres of land that were historically irrigated with the shares, including equipment and other personal property associated with the land, consistent with Aurora Water's acquisition strategy under the 2016 Water Policies; and

WHEREAS, the contract also includes lease back of the residential premises located on the historically irrigated land for a period of 12 months; and

WHEREAS, the purchase price for the 15 shares of stock in the Farmers Independent Ditch Company and the 144 acres of historically irrigated land and personal property together is \$3,070,000; and

WHEREAS, Administrative Policy Memorandum No. 4-14 requires water purchase contracts for transactions of \$1 million dollars and above, and the lease of real property by the City as lessor, to be signed by the Mayor after City Council approval.

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

Section 1. The Aurora City Council hereby approves the Contact for Purchase of Farmers Independent Ditch Company Stock.

Section 2. The Mayor and the City Clerk are hereby authorized to execute, on behalf of Aurora, acting by and through its Utility Enterprise, the Contract for Purchase of Farmers Independent Ditch Company Stock 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 the Resolution.

Section 3. All resolutions or parts of resolutions in conflict herewith are expressly rescinded.

RESOLVED AND PASSED this 16th day of November, 2020.


MIKE COFFMAN, Mayor

ATTEST:


Susan Barkman, Interim City Clerk

APPROVED AS TO FORM:


STEPHANIE J. NEITZEL, Assistant City Attorney

MINUTES

Regular Meeting – Aurora City Council Monday, November 16, 2020

1. **CONVENE REGULAR MEETING OF NOVEMBER 16, 2020**

2. **Roll Call** Susan Barkman, Interim City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

OTHERS PRESENT: Jim Twombly, City Manager, Dan Brotzman, City Attorney, Susan Barkman, Interim City Clerk

Interim Clerk Susan Barkman announced the topics for discussion in executive session.

Motion to go into Executive Session Made by Mayor Pro Tem Johnston, and Seconded by Council Member Bergan.

Voting Aye: Mayor Coffman, Council Members Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

3. **RECONVENE REGULAR MEETING OF NOVEMBER 16, 2020 AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council at 7:37 p.m.

4. **ROLL CALL** Susan Barkman, Interim City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

3. **INVOCATION / MOMENT OF SILENCE**

Mayor Coffman called for a moment of silence in memory of those who have been lost and have suffered from this terrible pandemic.

4. **PLEDGE OF ALLEGIANCE (all standing)**

5. **APPROVAL OF MINUTES**

Motion by Gardner, second by Bergan, to approve the minutes of the meeting of October 5, 2020.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

6. **PROCLAMATIONS OR CEREMONIES**

a. **Proclamation: Hunger and Homelessness Awareness Week**

Mayor Coffman read the proclamation declaring November 15 – 21, 2020 Hunger and Homelessness Awareness Week.

- ♦ *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.*

b. 50th Anniversary of Defense Support Program Satellite Launch

Mayor Coffman read the proclamation recognizing November 6, 2020 as the 50th anniversary of the Defense Support Program Satellite Launch.

7. PUBLIC INVITED TO BE HEARD (non-agenda related issues only)

Susan Barkman, Interim City Clerk, provided citizen call-in instructions.

Roger Sherman introduced the speakers.

8. ADOPTION OF THE AGENDA

a. RECONSIDERATION FOR RESOLUTION R2020-24 - to Suspend Certain Council Rules

Staff Source: Susan Barkman, Interim City Clerk

Staff Attorney: Dan Brotzman, City Attorney

Motion by Coombs, second by Marcano, to approve item 8a.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

Motion by Johnston, second by Gruber, to adopt the agenda with the continuance of item 13a to December 7, 2020.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

9. CONSENT CALENDAR

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar

a. Consideration to AWARD A SINGLE SOURCE CONTRACT to Evoqua Water Technologies LLC, Sarasota, Florida in the amount not to exceed \$135,000.00 to cover the cost of Akta Klor 25 water treatment chemical (Sodium Chlorite) from 11/1/20 through 2/28/21.

Presenter: Bobby Oligo – Manager of Water Treatment – Aurora Water

Attorney: David Lathers, Sr. Assistant City Attorney

b. Consideration to AWARD A SINGLE SOURCE CONTRACT to BKD, LLP Denver Colorado in the amount of \$978,690 for financial statement audit services through the year 2025

Presenter: Nancy Wishmeyer, Controller

Attorney: Hanosky Hernandez, Assistant City Attorney

c. Consideration to AWARD AN OPLENLY SOLICITED contract to Saunders

♦ *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.*

Construction, Englewood, Colorado in the amount of \$7,832,036 for Work Package 2 of the Southeast Aurora Maintenance (SEAM) Facility Project. R-5661A

Presenter: Watson, Elly, Manager of Business Services

Attorney: David Lathers, Sr. Assistant City Attorney

d. **Consideration to AWARD A SINGLE SOURCE Contract to the Aurora**

Economic Development Council (AEDC), Aurora, Colorado in an amount not to exceed \$550,000 for services to retain, expand, and attract companies and employment within the City of Aurora.

Presenter: Butz, Frank - Project Manager - Planning & Development Services

Attorney: McKenney, Christine, Client Group Manager

e. **Consideration to AWARD A SINGLE SOURCE CONTRACT to SmartSafety Software, Boise, ID in the amount of \$67,600.00 to provide traffic accident drawing/diagramming software for the Police Department's use of the State of Colorado Accident form.**

Presenter: Scott Newman, CIO, IT Department

Attorney: David Lathers, Sr. Assistant City Attorney

f. **Consideration to Award a Single Source Contract to Innovest Portfolio Solutions**

LLC, Denver Colorado in the amount of \$64,500 for consulting services associated with the City's 457 Deferred Compensation Plan and the 401(a) Executive Money Purchase Plan through December 31, 2021.

Presenter: Nancy Wishmeyer, Controller

Attorney: Hanosky Hernandez, Assistant City Attorney

g. **Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Loomis,**

Aurora, Colorado in the amount not-to-exceed \$60,000.00 for armored car services, RFP R-1972.

Presenter: Fillinger, Bryn, Mgr Of Purchasing & Contracts

Attorney: David Lathers, Sr. Assistant City Attorney

Motion by Bergan, second by Berzins, to approve items 9a – 9g.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

Susan Barkman, Interim City Clerk, provided citizen call-in instructions.

Mayor Coffman called for a five-minute recess.

10. **RESOLUTIONS**

a. **A Deaccessioning of "On the Move 1"**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL TO DEACCESSION AND

- ♦ *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.*

REMOVE THE WORK OF ART CALLED THE "ON THE MOVE 1" FROM THE CITY'S ART COLLECTION

Presenter: Bloom, Roberta - Program Supervisor

Attorney: Joyce, Tim, Assistant City Attorney II Civil

Motion by Gruber, second by Coombs, to approve item 10a.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- b. RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR THE 2020 HOMELESS SERVICES RFP PREVIEW COMMITTEE RECOMMENDATION FOR MILE HIGH BEHAVIORAL HEALTH, LLC. DBA AURORA DAY RESOURCE CENTER

MARIJUANA SALES TAX FUND GRANT

Presenter: Jessica Prosser, Manager of Community Development

Attorney: Tim Joyce, Assistant City Attorney

Motion by Coombs, second by Marcano, to approve item 10b.

Voting Aye: Bergan, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

Voting Nay: Berzins

- c. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 operating plan and budget for Parkside at City Centre business improvement district. (item is dual listed.)

Presenter: Orozco, Jennifer - Project Manager - Planning & Development Service

Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Berzins, second by Lawson, to approve item 10c.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- d. **IGA with CDOT for 25th Avenue Pedestrian Improvement Project**

Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado for the Intergovernmental Agreement (IGA) between City of Aurora and State of Colorado Department of Transportation (CDOT) for Community Mobility Planning and Implementation (CMPI) grant funding for the 25th Avenue Pedestrian Improvement Project

Presenter: Campuzano, Carlie - Traffic Manager

Attorney: Gardner, Michelle, Senior Assistant City Attorney

Motion by Coombs, second by Bergan, to approve item 10d.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- e. **IGA for Maintenance of Certain CDOT Roadways**

♦ *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.*

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado for the Intergovernmental Agreement Between the City of Aurora and the Colorado Department of Transportation for the Operation and Maintenance of State Highways

Presenter: McMinimee, Thomas - Street Operations Manager

Attorney: Gardner, Michelle, Senior Assistant City Attorney

Motion by Marcano, second by Berzins, to approve item 10e.

Council Member Bergan stated her understanding this item pertained to an agreement with the State of Colorado that the City would maintain certain state highways and asked if Gun Club Road was a part of the agreement.

Tom McMinimee, Street Operations Manager, answered no.

Council Member Bergan stated the reason it was not included was because the City was reimbursed by the state.

Mr. McMinimee stated he would look into the question about Gun Club.

Council Member Bergan requested he do so because she had many constituents who asked that Gun Club be widened. She noted she tells them the City could not widen it because it was a state highway.

Mr. McMinimee agreed to do so.

Nancy Freed, Deputy City Manager, added there has been discussion in the past in this regard but the issue was the state was not willing to bring Gun Club up to City standards.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- f. A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council's Approval of the Agreement Between the City of Aurora, Colorado and Comitis Crisis Center, INC., for Comitis to Operate the City's E-Shelter. This item is dual listed.

Presenter: Jessica Prosser, Manager of Community Development

Attorney: Tim Joyce, Assistant City Attorney

Motion by Marcano, second by Coombs, to approve item 10f.

Council Member Bergan referenced the budget and asked staff if the total operation cost was \$1,215,174.

Jessica Prosser, Manager of Community Development, answered affirmatively, noting with the exception of a reduction of approximately \$100k of one-time costs.

Council Member Bergan stated her understanding the CARES money went through the end of December and the other funds were those other than from the General Fund.

Ms. Prosser concurred, noting they were Emergency Solutions Grant money through HUD that was specifically called out for COVID related expenses.

Council Member Bergan pointed out this was a significant amount of money that was being used for the City's homelessness population as a remedy for the max capacity of 50 people at the Day Resource Center. She asked if there was any other alternative. Ms. Prosser answered no.

Council Member Gruber raised the topic of having a performance metric to measure whether or not the hundreds of thousands of dollars spent on the item made a difference and asked Ms. Prosser to speak to that in more detail. Ms. Prosser did so. Council Member Gruber stated that was his understanding as well, noting his expectation that there would be more information on how the operation was supposed to be run and evaluated.

Ms. Prosser reminded Council this was related to emergency sheltering and further listed the system's evaluation processes.

Council Member Bergan stated her understanding this related to emergency housing for the winter only and expressed her hope that possible trackable resources would be provided that could move people out of their homelessness situation.

Ms. Prosser concurred.

Voting Aye: Bergan, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

Voting Nay: Berzins

- g. Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado for the Amended and Restated Intergovernmental Agreement (IGA) between Regional Transportation District (RTD) and City of Aurora for the design, construction,

MAINTENANCE, MARKETING, AND PATRON ACCESS ADMINISTRATION OF ON-DEMAND BIKE LOCKERS. This item is dual listed. (Staff requests a waiver of reconsideration)

Presenter: Scott Bauman, Manager of Parking & Mobility Services

Attorney: Michelle Gardner, Assistant City Attorney

Motion by Marcano, second by Lawson, to approve item 10g.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- h. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Tower Business Improvement District. This item is dual listed

Presenter: Carol Toth, Manager of Accounting – Finance

Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Johnston, to approve item 10h.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- i. Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado approving the purchase of 15 shares of Farmers Independent

Ditch Company and 144 acres of land the water was historically used to irrigate for a total purchase price

Presenter: Jewell, Dawn – S. Platte Basin Supervisor – Aurora Water

Attorney: Neitzel, Stephanie – Assistant City Attorney

Motion by Berzins, second by Coombs, to approve item 10i.

Alexandra Davis, Aurora Water, provided a brief summary of the item.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- j. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Painted Prairie Business Improvement District Number Two – this item is dual listed

Presenter: Carol Toth, Manager of Accounting – Finance

Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Johnston, to approve item 10j.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- k. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Painted Prairie Business Improvement District Number One – this item is dual listed

Presenter: Carol Toth, Manager of Accounting - Finance

Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Johnston, to approve item 10k.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- l. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Fitzsimons Business Improvement District. [This item is dual listed for City Council]

Presenter: Chad Argentar, Senior Development Project Manager

Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Berzins, second by Gruber, to approve item 10l.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- m. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Havana Business Improvement District. This item is dual listed.

Presenter: Chad Argentar, Senior Development Project Manager

Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Gruber, second by Marcano, to approve item 10m.

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

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- n. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Citadel on Colfax Business Improvement District – this item is dual listed
Presenter: Carol Toth, Manager of Accounting - Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Coombs, second by Bergan, to approve item 10n.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- o. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Porteos Business Improvement District This item is dual listed.
Presenter: Carol Toth, Manager of Accounting - Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Berzins, to approve item 10o.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

None

12. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

None

Susan Barkman, Interim City Clerk, provided citizen call-in instructions.

Mayor Coffman called for a five-minute recess.

13. **INTRODUCTION OF ORDINANCES**

- a. FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 6 OF THE CITY CODE PERTAINING TO BACKGROUND QUALIFICATIONS FOR MARIJUANA BUSINESS OWNERS AND EMPLOYEES AND TO ADD A SECTION TO ALLOW MARIJUANA DELIVERY WITHIN THE CITY - this item is dual listed
Presenter: Robin Peterson, Manager Marijuana Enforcement
Attorney: Money, Daniel, Senior Assistant City Attorney

ITEM 13a was postponed to December 7, 2020.

14. **FINALIZING OF ORDINANCES**

- a. **Funding Overview and Proposal**
2020-60 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-37 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO MUNICIPAL COURT SURCHARGES, PROVIDING

♦ *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.*

FUNDING FOR COMMUNITY SERVICE AGENCIES AND PROGRAMS, AND OTHER RELATED MATTERS

Presenter: Jason Batchelor, Deputy City Manager

Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Lawson, second by Coombs, to approve item 14a.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- b. **Proposed Ordinance to Amend the Executive Retirement Plan 2020-61** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA AMENDING CHAPTER 102 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO THE MONEY PURCHASE PLAN FOR EXECUTIVE PERSONNEL

Presenter: Velasquez, Terri - Director of Finance

Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Gruber, second by Johnston, to approve item 14b.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- c. **56th Avenue Right-of-Way Vacation** 2020-62 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THREE SECTIONS OF THE PUBLIC RIGHT-OF-WAY FOR EAST 56TH AVENUE, LOCATED BETWEEN THE TIBET ROAD AND HARVEST ROAD ALIGNMENTS, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (56TH AVENUE ROW VACATIONS)

Presenter: Bickmire, Deborah - Senior Planner

Attorney: Money, Daniel, Senior Assistant City Attorney

Motion by Coombs, second by Johnston, to approve item 14c.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- d. **Temporary Cap on Third Party Food Delivery Fees 2020-64** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 26 ADDING ARTICLE III REFERRED TO AS "TEMPORARY CAPS ON FEES FOR FOOD DELIVERY," AND OTHER RELATED MATTERS

Presenter: Vaughn, Trevor - Manager Of Tax And Licensing

Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Gardner, second by Johnston, to approve item 14d.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- e. **FINANCING OF ELECTORAL CAMPAIGNS 2020-58** Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, repealing and replacing Section 54-2 and Sections 54-101 to 54-110 of the City code related to the Financing of Electoral Campaigns
Sponsor: Mayor Pro Tem Johnston and Council Member Marciano

Attorney: Lathers, David, Senior Assistant City Attorney

Motion by Johnston, second by Marcano, to approve item 14e.

AMENDMENT I

Motion by Mayor Coffman, second by Gruber, to amend item 8a by striking section 54-103(c) because it was unconstitutional.

Council Member Marcano felt as though Council was beating a dead horse. He stated his belief the provision was not unconstitutional and noted Council has been advised it was not.

Mayor Coffman asked Council Member Marcano who advised him. Council Member Marcano stated a combination of the City's attorneys and the partnering attorneys with Common Cause. Mayor Coffman asked staff if they opined on the constitutionality of this provision.

David Lathers, Senior Assistant City Attorney, did not believe he was asked to opine specifically on the constitutionality of that one provision.

VOTE ON AMENDMENT I

Voting Aye: Mayor Coffman, Bergan, Berzins, Gruber

Voting Nay: Coombs, Gardner, Hiltz, Johnston, Lawson, Marcano, Murillo

AMENDMENT II

Motion by Mayor Coffman, second by Gruber, to amend item 8a by striking section 54-104.5(b) because it was unconstitutional.

Mayor Coffman pointed out Council Member Marcano had expressed previously that the provision was in federal and state law as well as in the City of Boulder, which was not true. He stated this legislation was supposedly best practices, but he felt it was just invented with the purpose of controlling speech and intimidating opponents.

Mayor Pro Tem Johnston asked the City Attorney for an opinion on the repetitiveness of going back to amendments that were not supported. Mr. Lathers agreed these were repetitive motions and pointed out they could continue to be made because it was the second reading. Mayor Pro Tem Johnston pointed out Council Member Marcano stated previously that he misspoke about the federal reference and that he believed it was so with Boulder as well. She stated that really did not matter as Council has had this full discussion. She stated she would support the amendment because she was concerned these issues of both the importance of trying to be on multiple issue committees and run campaigns was such a priority when the real issue was for more disclosure and accountability and those issues have already been decided by a vote of Council.

Council Member Berzins agreed with Mayor Pro Tem Johnston with the exception that doing so did not provide anyone with the opportunity to change their minds on a vote.

Council Member Marcano concurred with Mayor Pro Tem Johnston's comments. He felt these were anti-transparency amendments therefore would not support them.

Council Member Gruber stated it was absurd to have five names added to every advertisement or anything done in an election campaign. He stated it was punitive and unfair and he felt the

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ordinance would be challenged on constitutional grounds. He stated his hope that when that happened, the attorneys would see that some of the council members agreed it was unconstitutional.

VOTE ON AMENDMENT II

Voting Aye: Mayor Coffman, Bergan, Berzins, Gruber

Voting Nay: Coombs, Gardner, Hiltz, Johnston, Lawson, Marciano, Murillo

Council Member Gruber pointed out that although this was originally drafted by someone in Aurora, all of the work on it has been done outside of Aurora by activists. He stated this was not an Aurora bill for Aurorans and he would not support it.

VOTE ON ORIGINAL MOTION

Voting Aye: Coombs, Gardner, Hiltz, Johnston, Lawson, Marciano, Murillo

Voting Nay: Bergan, Berzins, Gruber

15. **PLANNING MATTERS**

None

16. **ANNEXATIONS**

- a. PUBLIC HEARING and CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO (Vista Creek) 9.99 ACRES
Staff Presenter: Jacob Cox, Senior Development Project Manager
Staff Attorney: Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing on the item.

Jacob Cox, Senior Development Project Manager, Development Assistance, provided a brief summary of the item.

Mayor Coffman closed the public hearing on the item.

Motion by Berzins, second by Bergan, to approve item 16a.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- b. CONSIDERATION OF AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., AND IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE STATE OF COLORADO (Vista Creek) 9.99 ACRES
Staff Presenter: Jacob Cox, Senior Development Project Manager
Staff Attorney: Brian Rulla, Assistant City Attorney

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Motion by Berzins, second by Gardner, to approve item 16b.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

17. RECONSIDERATIONS AND CALL UPS

- a. RECONSIDERATION OF RESOLUTION 2020-22 – Review of the powers granted to the City Manager by Resolution 2020-22. The powers granted to the City Manager which are set forth in the Disaster Declaration shall remain in place until a majority of Council votes to end the Declaration.

Attorney: Evans, Isabelle, Assistant City Attorney

Motion by Gruber, second by Murillo, to approve item 17a.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- b. Call up of a decision by the Planning and Zoning Commission which unanimously approved an Oil and Gas Location applied for by GMT Exploration Company.

Presenter: Jeffrey Moore Manager Oil & Gas Division

Attorney: Best, Ian, Assistant City Attorney

Motion by Johnston, second by Gruber, to continue item 17b to December 21, 2020.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

Susan Barkman, Interim City Clerk, announced the first call-up related to the repeal of Chapter 1475, Restrictions by Ordinance.

Motion by Hiltz, second by Coombs, to remove the motion to approve item 11a from the August 17th Council meeting to bring it back to study session on December 7, 2020.

Council Member Hiltz stated her reasoning for doing so was because the item was originally tabled when Council wanted to separate it from the larger conversation related to Chapter 14.

Council Member Berzins reminded Council the previous conversation on the item related to putting it on the 2021 ballot and asked Council Member Hiltz if she wanted to have that conversation or to go around the voters. Council Member Hiltz stated she wanted to have a conversation about repealing it with the full Council at study session and she believed the Mayor had a different proposal. Council Member Berzins stated this was the fifth time Council has gone through this and noted she has been working on the pit bull ordinance since 2005. She referenced some of the callers' comments and asked staff to provide Council with information at the study session related to the number of injuries that have been reported recently since they have not been allowed in Aurora compared to when they were allowed. She clarified the voters decided on the breed ban and not City Council as has been suggested.

Council Member Hiltz stated it was originally implemented by Council and that might be where people got the idea. She pointed out when it went to the ballot, the question was whether or not to ban pit bulls. She noted that was not the case as three specific breeds were banned. She

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stated she wanted to have the conversation and she did not think anything she stated in that conversation would take anyone by surprise.

Council Member Berzins asked those who wanted to bring the dogs back to look at the pictures and read the articles that people send because it does happen and the value of a life should be considered.

Council Member Coombs asked staff to also provide information related to how many people call in to complain that a dog was a pit bull and how many subsequently tested as actually being 50 percent or more of the restricted breeds.

Council Member Marcano stated he would also like staff to provide information in terms of how much staff time went into dealing with those issues and how much residents paid for DNA testing.

Council Member Gruber requested staff provide information on how many of the overall population of dogs within the city were chipped.

Voting Aye: Mayor Coffman, Coombs, Gardner, Hiltz, Johnston, Lawson, Marcano, Murillo

Voting Nay: Bergan, Berzins, Gruber

18. **REPORTS**

a. Report by the Mayor

No report.

b. Reports by Council

Mayor Pro Tem Johnston discussed the success of the recent Lunch and Learn mental wellness workshop and expressed appreciation to the council members who attended. She stated this week's topic would be about caring for seniors.

Council Member Lawson expressed appreciation to Chiefs Gray and Wilson for their attendance at the Public Safety session for the Civic Engagement Academy and to George Adams, Mindy Parnes, Vanessa Irving and Jeffrey Moore for providing presentations at the Civic Engagement Academy.

Council Member Gruber gave a shout-out to Buckley Air Force Base and their mission there. He further discussed their mission and its importance to the City.

Council Member Murillo announced the Ward I Town Hall meeting was scheduled for Thursday, November 19, 2020 at 6:00 p.m.

Council Member Marcano announced the Ward IV Town Hall meeting was scheduled for Thursday, November 19, 2020 at 6:30 p.m. where The Point at Nine Mile, economic development and housing would be discussed.

Council Member Coombs announced the Ward V Town Hall meeting was scheduled for 6:30 p.m. where Dave Paterson, Faulk, would provide a presentation and fire and police representatives would be present to answer public safety questions. She expressed appreciation to the Air Force and Space Force service members as well as Council Member Marcano for their efforts in graveling the emergency shelter yard on Veteran's Day. She acknowledged this was Transgender Awareness Week and Friday, November 20, 2020 was Transgender Day of Remembrance.

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Council Member Bergan announced the Ward VI Town Hall was scheduled for Wednesday, November 18, 2020 from 6:00 p.m. to 8:00 p.m., where a presentation on roads and the Fire Department would be provided.

Council Member Berzins acknowledged the recent passing of Peggy Kerns and discussed her political career. She stated Ms. Kerns would be missed as she was a fine lady who was very passionate about service to Aurora.

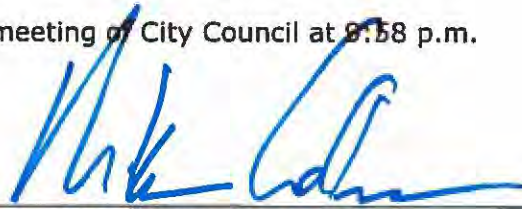
Mayor Coffman agreed she was an extraordinary leader for the City of Aurora.

19. **PUBLIC INVITED TO BE HEARD**

Roger Sherman introduced speakers.

20. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of City Council at 9:58 p.m.



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

Fiscal Impact Form

Item Title: Boos Parcel – Erik Frank Agricultural Lease
Staff contact: Tom Clark, Sr. Real Estate Specialist
Staff Source/Legal Source: Michelle Gardner, Sr. Asst. City Attorney

TYPE OF FISCAL IMPACT

Select all that apply.

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

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

REVENUE IMPACT

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

Revenue from this lease will be going to the Water Fund:
 Org/Account: 52018-45900, 526621-4052
 Annual Base Rent: \$33,250.
 5-year initial term with the option to renew for an additional 5-year term, with City Manager approval
 Lessee responsible for all maintenance

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



CITY OF AURORA

Council Agenda Commentary

Item Title: Amendment to the Previously Approved Green Valley Ranch East (GVRE) Infrastructure Funding Agreement
Item Initiator: Haley Johansen, City Engineer, Public Works Department
Staff Source/Legal Source: Haley Johansen, City Engineer / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 9/14/2020

Regular Meeting: 10/5/2020

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED PUBLIC IMPROVEMENT FUNDING AGREEMENT BETWEEN THE CITY OF AURORA, SECOND CREEK RANCH METROPOLITAN DISTRICT, AND CLAYTON PROPERTIES GROUP II, INC. REGARDING PUBLIC IMPROVEMENT FUNDING

Haley Johansen, City Engineer, Public Works / Brian Rulla, Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 8/25/2020

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

Staff has been conducting meetings with a team of developers and their attorneys to discuss possible alternatives for the financing of transportation infrastructure. The discussions with this team have included alternatives for funding infrastructure, including local infrastructure necessary to serve individual developments.

Current City policy requires transportation improvements to be completed prior to issuance of Certificate of Occupancy for adjacent development. This is a reasonable approach in many situations, such as for a single lot commercial or smaller residential development. However, when applied to a large master planned residential or mixed-use project, it may cause an undue financial burden for the developer or metro district as the infrastructure is constructed in advance of actual need and taxpayers to support the costs.

There is agreement that the obligation for infrastructure should remain a requirement of adjacency. However, an acceptable alternative approach to address the concerns raised is to identify triggers within the Public Improvement Plan of the master planned development. The triggers can be based on specific traffic impacts as the development is built out and the identification of when the infrastructure is actually needed, not by adjacency alone. This would also take into account phasing of lanes for some of the larger roads that may not be required of a development until full build-out. In order to assure funds are available for construction of the necessary infrastructure when the triggers are met, it has been determined that there must also be a financing plan documenting the reservation of funds for the individual improvements as part of the Public Improvement Plan approved by the City.

This same model was approved for the Adonea Residential development by the M&F Committee in August 2017 and City Council in December 2017.

The Green Valley Ranch East (GVRE) Infrastructure Funding Agreement utilizes the previously approved agreement for Adonea as the model. The GVRE project is located north of 38th Avenue and east of Picadilly, see vicinity map attached. Design plans were approved in late 2019 and construction began on this project in early 2020. Demand for residential units remains strong and construction continues to advance. Clayton Properties Group II, Inc. (formerly Oakwood Homes) has plans for additional phases/filings within this development that are currently under review by the City and Clayton expects to begin construction soon in those areas.

The original public improvement funding agreement between the City of Aurora, Second Creek Ranch Metropolitan District, and Clayton Properties Group II, Inc. was approved by City Council at the October 5th, 2020 meeting.

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

Since the approval of the original public improvement funding agreement by City Council in October 2020, GVRE has joined the Aerotropolis Regional Transportation Authority (ARTA). An intergovernmental agreement (IGA) between GVRE and ARTA allows for the opportunity to shift some of the roadway and associated infrastructure construction from GVRE to ARTA (IGA Attached). The amended public funding agreement includes revised language, allowing for ARTA to have the opportunity, but not the obligation, to complete some of the improvements that were previously the wholly the obligation of GVRE.

TYPE OF FISCAL IMPACT

Select all that apply.

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

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/a

REVENUE IMPACT

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

N/a

BUDGETED EXPENDITURE IMPACT

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

N/a

NON-BUDGETED EXPENDITURE IMPACT

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

N/a

WORKLOAD IMPACT

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

N/a

QUESTIONS FOR COUNCIL

Does Council wish to approve the resolution for the amended public funding agreement between the City of Aurora, Second Creek Ranch Metropolitan District, and Clayton Properties Group II, Inc.?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)).

City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (Rulla).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO.
R2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING AN AMENDED AND RESTATED PUBLIC IMPROVEMENT FUNDING
AGREEMENT BETWEEN THE CITY OF AURORA, SECOND CREEK RANCH
METROPOLITAN DISTRICT, AND CLAYTON PROPERTIES GROUP II, INC. REGARDING
PUBLIC IMPROVEMENT FUNDING

WHEREAS, the City of Aurora ("City"), the Second Creek Ranch Metropolitan District (the "District"), and Clayton Properties Group II, Inc., a Colorado corporation (collectively, "the Parties") have previously entered into a Public Improvement Funding Agreement, approved by the City on October 5, 2020 (the "Agreement") for the construction of certain public infrastructure improvements; and

WHEREAS, the Agreement memorializes the timing and construction of these improvements and the terms and conditions related to the funding needed for such construction; and

WHEREAS, certain conditions have changed since the Agreement was approved by the City and the Agreement between the City and the District needs to be amended to properly reflect the intentions and obligations of the parties to the Agreement; and

WHEREAS, the City has determined it to be in the best interests of the residents of the City to enter into this Agreement; and

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

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the City may cooperate or contract with other political subdivisions in order to provide any lawfully authorized function, service or facility.

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

Section 1. The Amended and Restated Public Improvement Funding Agreement between the City, the District, and Clayton Properties Group II, Inc. is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver such Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

RESOLVED AND PASSED this ____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney

AMENDED AND RESTATED PUBLIC IMPROVEMENT FUNDING AGREEMENT

This **PUBLIC IMPROVEMENT FUNDING AGREEMENT** (this "**Agreement**"), dated _____, 2022, for reference purposes, is among SECOND CREEK RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("**District**"), CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation ("**Clayton**"), and the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("**City**") (individually, a "**Party**," collectively, the "**Parties**").

RECITALS:

This Agreement is made with respect to the following facts:

A. Clayton intends to develop certain real property in northeastern Aurora, Colorado, as a mixed use planned development that will include residential housing options, school, parks, and open space. The development consists of real property (the "**Property**") that is (1) located east of Picadilly Road, west of E-470, north of 38th Avenue, and south of 52nd Avenue, (2) commonly known as the Green Valley Ranch East Amendment 1 Development, and (3) more particularly described on Attachment 1 to this Agreement. Among other public improvements and infrastructure, the development of the Property will require the design and construction of certain roadway improvements and associated public improvements (the "**Roadway Improvements**").

B. The development of the Property will occur in phases and the Roadway Improvements will be constructed in segments (the "**Segments**") upon the occurrence of the triggering events (the "**Triggering Event(s)**") set forth in Attachment 2 to this Agreement. As the times and in the manner set forth in this Agreement, Clayton or, as provided herein, the District, or other governmental entity, will complete the Roadway Improvements in accordance with the detailed construction and design drawings, plans, and specifications (the "**Construction Drawings**") as Approved (as defined in Section 11.a below) by the City in connection with the Approval of the final plats and amendments to the framework development plan and contextual site plan for the Property.

C. The District has the authority to finance, acquire, and construct public improvements of the type similar to the Roadway Improvements set forth in Attachment 2 to this Agreement. In addition to the agreements concerning the timing and construction of the Roadway Improvements, the Parties have also agreed on the conditions and terms related to funding the construction of each Segment of the Roadway Improvements. The purpose of this Agreement is to set forth the agreement and understanding of the Parties regarding the construction and funding of the Roadway Improvements and the Triggering Events for the construction of the Roadway Improvements.

D. Clayton is the successor-in-interest to the Green Valley Development Agreement, by and among the City of Aurora and GVRE 470, LLC, Green Valley Aurora LLC, Green Valley East LLC, GVR King LLC, SJSA Investments, LLC and Terrance G. King, and HC Development & Management Services, Inc., executed November 24, 2008, and recorded March 6, 2009, as Reception No. 2009000016224, among the land records of Adams County, Colorado.

This Amended and Restated Public Improvement Funding Agreement replaces in its entirety the former agreement approved by Aurora's City Council in Resolution No. 2020-102.

AGREEMENT:

In consideration of the conditions, covenants, and terms set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

1. Roadway Improvements. In accordance with, and subject to, the conditions and terms set forth in this Agreement, Clayton or, as provided herein, the District or other governmental entity, shall (a) fund the cost (the "**Cost of the Work**") of completing the Roadway Improvements and performing the work (the "**Work**") necessary to complete the Roadway Improvements and (b) shall be the Party (the "**Constructing Party**") responsible for constructing the Roadway Improvements and performing the Work.

2. Roadway Segments. Except as otherwise provided in this Agreement, the Constructing Party will construct the Roadway Improvements in the Segments in the order, and upon the occurrence of the Triggering Events, set forth in Attachment 2, unless agreed otherwise in writing by the Parties.

3. Funding Construction. The funding of the Cost of the Work shall be as follows:

a. Cost Estimates. As of the Effective Date (as defined in Section 11.e below), Clayton has prepared an initial cost estimate (the "**Initial Cost Estimate**") set forth in Attachment 3. As development progresses, the Constructing Party shall prepare and submit Construction Drawings for the Segments to the City for review. Once the City has Approved Construction Drawings for a Segment, the Constructing Party shall prepare and submit to the City for review and comment an estimate (the "**Cost Estimate**") of the Work necessary to complete each such Segment based upon bids prepared from the Construction Drawings and the City requirements, rules, and standards for the Work and the Roadway Improvements (collectively, the "**City Standards**") in effect as of the Effective Date, shall be submitted. During the Term (as defined in Section 9 below), the Constructing Party shall update the Cost Estimate before commencing Work on a Segment as follows:

i. At least sixty days before commencing Work on a Segment (as defined below in Section 4.a), Clayton and the District shall give Notice to the City stating whether Clayton or the District will be the Constructing Party for such Segment and following the giving of such Notice (A) Clayton or the District, as the case may be, shall be the Constructing Party for such Segment and (B) the other Party shall be the non-Constructing Party (the "**Non-Constructing Party**") for such Segment.

ii. At least forty-five days before commencing Work on a Segment, the Constructing Party shall prepare and submit to the City and the Non-Constructing Party a proposed updated Cost Estimate (the "**Proposed Cost Estimate**") based upon (A) the Work remaining to be completed as of the date (the "**Submittal Date**") of submittal of the Proposed Cost Estimate to the City and the Non-Constructing Party (the "**Remaining Work**"), (B) the City Standards in effect as of the Submittal Date, (C) updated bids from contractors based upon the Remaining Work, and

(D) based on the Proposed Cost Estimate for the Segment, the Impact Fees (as defined in Section 3.b below) allocable to the Segment (the "**Proposed Segment Impact Fees**"). As an example of the calculation of Proposed Segment Impact Fees, assume the Proposed Cost Estimate for a Segment is \$1,000,000 and the Impact Fees imposed by the District is \$10,000. Based on these assumptions, there would be 100 Proposed Segment Impact Fees allocated to the Segment ($\$1,000,000 \text{ Proposed Cost Estimate for the Segment} \div \$10,000 = 100 \text{ Proposed Segment Impact Fees}$).

iii. The City and the Non-Constructing Party shall have thirty business days (the "**Review Period**") after the Submittal Date in which to give Notice (as defined in Section 11.k below) to the other Parties either (A) approving the Proposed Cost Estimate for the Remaining Work, the Proposed Cost Estimate for the Segment, and the Proposed Segment Impact Fees, in which event (1) the Proposed Cost Estimate will be the Cost Estimate until the Constructing Party submits, and the City and the Non-Constructing Party Approve, a new Proposed Cost Estimate in accordance with Section 3.a.ii above, (2) the Proposed Cost Estimate for the Segment will be the Cost Estimate for the Segment, and (3) the Proposed Segment Impact Fees will be the Impact Fees (the "**Segment Impact Fees**") allocable to the Segment or (B) objecting to a particular line item in the Proposed Cost Estimate, in which event the Parties will resolve such objection in the manner set forth in Section 3.a.iv below provided that if the City and/or the Non-Constructing Party do not respond to the Proposed Cost Estimate on or before the end of the Review Period, the Parties shall proceed as if the Party not responding had given a Notice approving the Proposed Cost Estimate and the Proposed Segment Impact Fees and if neither Party responds, the Parties shall proceed as if both Parties had given their approval of the Proposed Cost Estimate and the Proposed Segment Impact Fees, in which event (1) the Proposed Cost Estimate will be the Cost Estimate until the Constructing Party submits, and the City and the Non-Constructing Party approve, a new Proposed Cost Estimate in accordance with Section 3.a.ii above and (2) the Proposed Segment Impact Fees will be the Segment Impact Fees allocable to the Segment.

iv. If the City or the Non-Constructing Party objects to a particular line item in the Proposed Cost Estimate, the Parties shall meet and cooperate in good faith with each other in resolving such objection provided that (A) the City and Non-Constructing Party shall not unreasonably condition, delay, or withhold their approval of a Proposed Cost Estimate, (B) the City and the Non-Constructing Party shall be deemed reasonable in their objection to a Proposed Cost Estimate if it is based upon a commercially reasonable opinion that insufficient funds have been allocated to complete a line item, and (C) the then-current Cost Estimate will remain in effect until the Parties have agreed upon an updated Cost Estimate provided that if the Parties have not reached an agreement within thirty days of the date the objection was raised, the Parties will appoint a Third Party Engineer acceptable to all of the Parties to make a final determination as to the line items in dispute.

b. Construction Escrow Account; Impact Fees. To fund the Cost of the Work, the District will impose an impact fee ("**Impact Fee**") on builders ("**Builders**") constructing single-family residences in the Property in the amount set forth in Section 3.d below provided that the term "**Builder**" shall include a Constructing Party if the Constructing Party is also a builder constructing single-family residences in the Property. Within ten days after applying for a building permit ("**Building Permit**") for the construction of a single-family residence on a lot (a "**Building Permit Lot**") in the Property, each Builder shall pay to the District an Impact Fee for such Building

Permit Lot. The Parties hereby acknowledge that prior to the date of this Agreement, 446 Building Permits have been issued to Builders ("**Prior Building Permits**") and no Impact Fees relating to such Prior Building Permits shall be due to the District. The District will impose late fees and assess interest in accordance with its fee resolution in effect at such time if a Builder does not pay an Impact Fee within ten business days after applying for a Building Permit. Upon receipt of an Impact Fee, (i) the District shall deposit such Impact Fee into an interest-bearing, segregated account (the "**Construction Escrow Account**") that it shall establish as a special fund of the District for the benefit of the District and dedicated to the purposes of this Agreement, (ii) the Construction Escrow Account shall be with a financial institution that satisfies the requirements of the Public Deposit Protection Act and all other applicable laws, and (iii) following the deposit of Impact Fees in the Construction Escrow Account, the District shall thereafter hold such funds (the "**Escrow Funds**") in the Construction Escrow Accounts for the purposes and uses set forth in, and disburse it in accordance with, this Agreement.

c. District Review of Building Permits; Statutory Lien. The District will have the right to perform a monthly review of the number of Building Permits issued for new homes within the Property to determine if Builders have paid to the District Impact Fees for each Building Permit Lot. Clayton on behalf of itself acknowledges and agrees that the Impact Fee shall create a statutory lien on the Property pursuant to Section 32-1-1001(1)(j)(I), C.R.S. The lien established by the District resolution adopting the Impact Fee shall not be released on a Building Permit Lot until a Builder has paid the Impact Fee for each such lot, and the District shall have the right to collect such Impact Fees and enforce the liens imposed for such Impact Fees in accordance with the regulations and rules of the District. The City agrees to cooperate with the District in verifying when the City has issued Building Permits for Building Permit Lots.

d. Amount of Impact Fees. As of the date of Approval by the City and the Non-Constructing Party of a Proposed Cost Estimate as a Cost Estimate in accordance with Section 3.a above, the Constructing Party will calculate, and the District will assess, the Impact Fees for the next succeeding year based upon the approved Cost Estimate by *dividing* the Cost Estimate for the Remaining Work for such year as determined pursuant to Section 3.a above and the District's estimated out-of-pocket costs as described in Section 5.e below *by* the number of single-family lots in the Property for which a Building Permit has not been issued based on the recorded plats for the Property and uncollected Impact Fees as of the beginning of such year provided that (i) if the Parties have not approved a Proposed Cost Estimate as a Cost Estimate as of the date a Constructing Party is prepared to commence Work on a Segment as set forth in Section 3.a above, the District will continue to assess Impact Fees based upon the then-current Cost Estimate until the dispute is resolved in accordance with Section 3.a.iv above and (ii) if final plats have not been recorded for the Property, then upon the plats submitted to the City for approval as of the date the Constructing Party submits a Proposed Cost Estimate. If an amendment to an approved plat is submitted, the amount of the Impact Fee will be adjusted based on the new lot count.

4. Construction of Roadway Improvements; Disbursement of Escrow Funds. As set forth in Section 3 above, the District will deposit Impact Fees upon receipt into the Construction Escrow Account, shall hold such Impact Fees in the Construction Escrow Account, and release Escrow Funds from the Construction Escrow Account as follows:

a. Triggering Event(s). The Constructing Party shall commence construction of a Segment of the Work (a "**Segment**") no later than occurrence of a Triggering Event(s) (as set forth in Attachment 2) for such Segment. Once the Triggering Event has occurred for the final Segment, Clayton, or its successor in interest as Constructing Party, shall deposit Impact Fees into the Construction Escrow Account for all the remaining lots to be constructed on the Property. The Constructing Party shall construct traffic signals if determined necessary by the City, at the time of the associated roadway segment construction. The City shall construct traffic signals, if they are not constructed by the Constructing Party, when warranted in accordance with the *Manual on Uniform Traffic Control Devices*, latest edition.

b. Failure to Commence Construction. If a Triggering Event occurs and if Clayton, as Constructing Party, has failed to commence construction on a Segment within a commercially reasonable period not to exceed ninety calendar days following the occurrence of a Triggering Event, then the City, the District, or Clayton's successor in interest shall have the right to give Notice to Clayton with respect to such Segment stating that, if Clayton does not begin Work on such Segment within thirty days of the giving of the Notice, then (i) the City shall have the right to withhold the issuance of additional Building Permits for the construction of residences in the Property until Work on such Segment has begun, (ii) the City shall have the right to withhold temporary certificate of occupancy (TCO) or certificate of occupancy (CO) on any unfinished residential units within the development until Work on such Segment has begun, (iii) the District shall have the right to withhold, and not disburse, Escrow Funds from the Construction Escrow Account until Work on such Segment has begun, and (iv) at their respective options, but without any obligation to do so, the City or the District shall have the right to (A) perform Work on such Segment, in which case the City or the District, as the case may be, shall be a Constructing Party and entitled to disbursements from the Construction Escrow Account as set forth in Section 5 below provided that if the City or the District elect to be a Constructing Party pursuant to this clause (iii)(A), neither the City nor the District shall be subject to the insurance and indemnification covenants set forth in Sections 7.a, 7.b, 8.c, and 8.d below or (B) require Clayton to assign its rights and obligations to complete all or part of such Segment to a Successor Constructing Party (as defined and provided in Section 4.d below), in which event such Successor Constructing Party shall have the duties, obligations, and rights set forth in Section 4.d below.

c. Reprioritization of Segments and Realignment of Triggering Event(s). In the event that traffic warrants, as determined by the City, require a Segment to be improved prior to the commencement of the Triggering Event pursuant to this Agreement, the reprioritization of Segments and realignment of Triggering Events may be amended in collaboration with Clayton, the District, and the City. Clayton, the District and the City shall prepare and have approved by their governing bodies an Amendment to this Agreement whereby an updated Schedule of Segments and Triggering Events shall amend and replace Attachment 2 herein, and an accompanying updated Cost Estimate shall amend and replace Attachment 3 (see Attachment 6 Sample Amendment).

d. Assignment by Clayton to Successor Constructing Party. As may be required pursuant to clause(iii) of Section 4.b above and subject to the requirements of this Section 4.d, Clayton shall have the right to assign its obligations as Constructing Party to construct all or part of the Roadway Improvements in a Segment (an "**Assigned Roadway Improvement**") to another Builder or developer (a "**Successor Constructing Party**") by an assignment in which (i)

Clayton and the Successor Constructing Party identify the Assigned Roadway Improvement, (ii) the Successor Constructing Party assumes and agrees to perform, the Assigned Roadway Improvement, and (iii) Clayton and the Successor Constructing Party obtain the prior Approval of the City and the District, which Approval the City and the District shall not unreasonably condition, delay, or withhold. Upon such Approval by the City and District, Clayton shall be released of its obligations pursuant to this Agreement to complete the Assigned Roadway Improvement. The Successor Constructing Party shall complete the Assigned Roadway Improvement upon the occurrence of a Triggering Event in accordance with the conditions and terms of this Agreement, and upon compliance with the requirements of Section 5 below, the Successor Constructing Party shall have the right to receive reimbursements for the Cost of the Work of such Assigned Roadway Improvement on a *pari passu* basis with other Constructing Parties completing Work on the same Segment containing the Assigned Roadway Improvement.

e. Construction of Roadway Improvements by District. The District and other governmental entities have or will have the authority to finance, acquire, and construct public improvements of the type similar to the Roadway Improvements set forth in Attachment 2 to this Agreement. As such, in addition to the rights provided to the District pursuant to Section 4.b. above to cure a failure by Clayton, as Constructing Party, to commence construction on a Segment, any obligation to construct all or any of the Roadway Improvements in a Segment may be assumed by the District or other governmental entity. In the event that the District or other governmental entity (i) determine to assume all or part of such obligation(s), (ii) have budgeted and appropriated funds therefor, and (iii) approved a contract for the construction of all or any of the Roadway Improvements in a Segment, then Clayton, the District and the City shall prepare and approve an Amendment to this Agreement whereby an updated Schedule of Segments and Triggering Events shall amend and replace Attachment 2 herein and an accompanying updated Cost Estimate shall amend and replace Attachment 3 (see Attachment 6 Sample Amendment) to remove the Roadway Improvements that will be completed by the District or other governmental entity. After the occurrence of such an amendment the amount of Impact Fees shall be recalculated by the District as provided in Section 3.d above based on the amended versions of Attachment 2 and Attachment 3.

5. Disbursement and Release of Impact Fees. The District will disburse and release Impact Fees and Escrow Funds held in the Construction Escrow Account in accordance with the following procedures:

a. Release of Impact Fees Allocable to Segments. Within a commercially reasonable time following Substantial Completion (as defined below in this Section 5.a.i) of a Segment, the Constructing Party shall give Notice (a "**Substantial Completion Notice**") to the District in which (i) Constructing Party identifies the Segment (the "**Completed Segment**") that it has Substantially Completed, (ii) identifies the amount and number of Segment Impact Fees allocable to the Completed Segment (including a statement identifying the Builders ("**Payees**") that paid, and amount of Segment Impact Fees paid by such Payees ("**Payment Amounts**")), (iii) a certification (the "**Cost Certification**") from a third party engineer (the "**Third Party Engineer**") substantially in the form of Attachment 4 indicating that the Work has been performed, and the Roadway Improvements constructed, substantially in accordance with the Construction Drawings and the City Standards ("**Substantial Completion**"), (iv) a statement listing any Approvals required from the City and a statement that the City has issued such Approvals for such

Work, and (v) a list of the subcontractors and suppliers, the amount payable to each such subcontractor and supplier, and commercially reasonable evidence that each such subcontractor and supplier has been paid and released all lien rights that such subcontractor or supplier might have with respect to the Work performed, and/or materials supplied, in connection with the Completed Segment. The Constructing Party shall hire the Third Party Engineer, shall include the cost of the services of the Third Party Engineer in the Cost of the Work, and shall include an estimate of the cost of the services of the Third Party Engineer in each Estimate and Proposed Cost Estimate. The Constructing Party shall provide any commercially reasonable evidence necessary to evidence Substantial Completion, receipt of requisite City Approvals of, and payment for Work performed on, and materials supplied in connection with, the Completed Segment. Within a commercially reasonable time following receipt of a duly completed Substantial Completion Notice and supporting information, the District shall pay to each Payee the Payment Amounts set forth in the Substantial Completion Notice.

b. Disbursement Requests to District. If the District, the City, or other government entity (collectively, a "**Government Constructing Party**") exercises its rights to be a Constructing Party pursuant to Section 4.b above, then, no more frequently than monthly, such Government Constructing Party shall have the right to submit requests ("**Disbursement Requests**") for a disbursement of funds from the Construction Escrow Account for reimbursement of the cost of the Work completed by such Government Constructing Party. Each Disbursement Request shall be signed by the Successor Constructing Party, shall be in a form reasonably acceptable to the District, and shall include the following information: (i) the Segment of Work for which disbursement is requested (including a reasonably detailed description of the Work performed by the Constructing Party and the amount requested for disbursement), (ii) a Cost Certification from a Third Party Engineer indicating that the Work has been performed, and the Roadway Improvements constructed, substantially in accordance with the Construction Drawings and the City Standards, (iii) a statement listing any Approvals required from the City and commercially reasonable evidence that the City has issued such Approvals for such Work, and (iv) Payees and Payment Amounts including (A) if the Government Constructing Party is the Payee, proof of payment by the Constructing Party to all subcontractors and suppliers performing services or providing supplies or (B) if the subcontractors and suppliers are the Payees, a list of such subcontractors and suppliers, the Payment Amounts payable to each Payee, and a form of lien waiver that each Payee must present to the District as a condition to receiving payment. The Constructing Party shall hire the Third Party Engineer, shall include the cost of the services of the Third Party Engineer in the Cost of the Work, and shall include an estimate of the cost of the services of the Third Party Engineer in each Estimate and Proposed Cost Estimate.

c. Reliance by District. The District shall (i) rely exclusively upon the Substantial Completion Notice (including relying on the pay request certification from the Third Party Engineer, the identification of the Payees, and the amounts due them) and (ii) be under no duty or obligation to determine whether the Work complies with the City Standards and/or the Construction Drawings, inspect the Work, verify the engineer's certification, or confirm the Payees or the amounts due the Payees.

d. Disbursement. The District shall disburse Payment Amounts to Payees within twenty calendar days of receipt of a completed Substantial Completion Notice complying with the requirements of Section 5.a above or the completed Disbursement Request complying

with the requirements of Section 5.b provided that if the funds deposited in the Construction Escrow Account are insufficient to fund a Disbursement Request then (i) the Builders or Clayton shall fund the Cost of the Work until there are sufficient funds deposited in the Construction Escrow Account to fund Disbursement Requests and/or Substantial Completion Notice and (ii) the District shall (A) be under no obligation to fund the amount of any deficiencies in the Construction Disbursement Account, (B) have no obligation to collect any deficiencies in the Construction Disbursement Account from Builders, Clayton, or Constructing Parties, and (C) not fund any portion of the Disbursement Request until either (1) a Builder or Clayton has deposited the amount of the deficiency with the District or (2) the District has received Impact Fees in an amount sufficient to pay any deficiencies in the Construction Disbursement Account. If there is a deficiency in the Construction Escrow Account, then the Constructing Party shall revise the Cost Estimates and calculate a new amount for the Impact Fee within a commercially reasonable time after determination of a deficiency in the Construction Escrow Account.

e. Costs of District. In addition to paying the Cost of the Work set forth above, the District shall have the right to receive reimbursements from the Construction Escrow Account for its actual, commercially reasonable, out-of-pocket costs and expenses incurred in administering the Construction Escrow Account, reviewing Disbursement Requests, and funding disbursements, which shall include legal, accounting, engineering, and similar administrative costs, expenses, and fees. The City reserves the right to inspect District records to verify amounts collected and retained by the District to reflect costs pursuant to this Section 5.e.

f. Reconciliation of Escrowed Funds. After the City grants final acceptance of all of the Roadway Improvements, the Constructing Party shall present evidence of the acceptance to the District, which will remit any amounts remaining in the Construction Escrow Account to Clayton after withdrawing amounts it has incurred to administer the collection and distribution of the Impact Fees as set forth in Section 5.e above.

6. Construction Obligations. As Constructing Party, and at its sole cost and expense but subject to reimbursement pursuant to Section 5 above, Clayton shall be solely responsible for the commencement, diligent prosecution of the Work, and completion of the Roadway Improvements in accordance with the City Standards and the Construction Drawings provided that (a) the City shall have the right to construct (or cause the construction) of the Roadway Improvements as a Government Constructing Party pursuant to Section 4.b above if Clayton fails to do so, as set forth in Section 4.b above and (b) Clayton may assign all or part of its duties and obligations under this Agreement with respect to Assigned Roadway Improvements to a Successor Constructing Party in accordance with Section 4.c above, in which event Clayton shall be released from its duties and obligations under this Agreement with respect to the Assigned Roadway Improvements and such Successor Constructing Party shall be responsible for the duties and obligations of the Constructing Party under this Agreement with respect to such Assigned Roadway Improvements. Clayton may assign its obligations under this Agreement only after providing the District with thirty days written notice.

7. Insurance.

a. Insurance Coverage. The Constructing Party, its contractors and subcontractors shall acquire and maintain, at their sole cost and expense, during the entire term of

this Agreement, insurance coverage in the minimum amounts set forth in Attachment 5, attached hereto and incorporated in this Agreement by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents are required for each type of coverage provided. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Agreement.

b. Evidence of Insurance. Prior to commencing any Work under this Agreement, the Constructing Party shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage. If the Constructing Party subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Constructing Party. If the coverage required expires during the term of this Agreement, the Constructing Party or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. Failure to Obtain Insurance. The Constructing Party's failure to purchase the required insurance shall not serve to release it from any obligations contained in the Agreement; nor shall the purchase of the required insurance serve to limit the Constructing Party's liability under any provision in the Agreement. The Constructing Party shall be responsible for the payment of any deductibles on issued policies.

8. Construction Escrow Account Instructions. The escrow established hereby is subject to the following, with the exception that subsections (a) through (e) are not applicable to the City:

a. Release of District. The Parties release the District from any damage, liability, or other claim resulting from the District performing its duties and obligations under this Agreement with respect to the Construction Escrow Account and the disbursement of Escrow Funds in accordance with the conditions and terms of this Agreement.

b. Indemnification of District for Escrow of Impact Fees. In consideration of the establishment of the Construction Escrow Account and the escrow established thereby and to the extent permitted by law, and without waiving any rights and protections provided by the Colorado Governmental Immunity Act, the Parties indemnify and hold the District harmless as to any liability incurred by the District by reason of its having accepted the escrow of the Impact Fees and the Escrow Funds provided that (i) the District complies with the terms and provisions of Agreement and (ii) the foregoing indemnification and agreement to hold the District harmless does not extend to, or include, any breach by the District of its duties and obligations.

c. Indemnification of District for Work Performed. The Constructing Party shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands,

losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees, by the degree or percentage of negligence or fault arising directly or indirectly, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Constructing Party or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Constructing Party's performance of the Work pursuant to this Agreement. The Constructing Party is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Constructing Party under worker's compensation acts, disability acts or other employee benefit acts.

d. Indemnification of District for Liens. The Constructing Party will at all times indemnify, defend and hold the District and its directors, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of the Work, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens. After written demand by the District, the Constructing Party will immediately cause the effect of any suit or lien to be removed from the District's property. In the event the Constructing Party fails to do so, the District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Constructing Party or may, at the District's option, be offset against any sums due and payable to the Constructing Party pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Constructing Party will, at the option of the District, defend said suit at its own cost and expense, with counsel satisfactory to the District and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Constructing Party may litigate any such lien or suit, provided the Constructing Party causes the effect thereof to be removed promptly in advance from the District's property.

e. Indemnity Defense and Costs. This indemnity coverage shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense. The District retains the right to disapprove counsel, if any, selected by the Constructing Party to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified in the Agreement shall in no way lessen or limit the liability of the Constructing Party under the terms of this indemnification obligation. The Constructing Party shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

f. No Obligation to Collect or Inspect. The District has no duty or obligation to (i) collect any deficiencies if the Escrow Funds are insufficient to pay the cost and expense of the Work, (ii) guarantee the performance of the Work), (iii) inspect the Roadway Improvements or the Work for completeness or compliance with City Standards and/or the Construction Drawings, it being the agreement and understanding of the Parties that the District shall rely solely upon the certifications of the Constructing Party and engineer set forth in the Disbursement Requests, and (iv) any Party or any person not a party to this Agreement for any default by a Constructing Party or defect in the Work performed by a Constructing Party.

g. Dispute; Interpleader. If at any time a dispute shall exist as to the duty of Escrow Agent under the terms hereof, Escrow Agent may deposit the Escrow Funds then in its hands with the Clerk of the District Court in and for Arapahoe County, Colorado, and may interplead the Parties hereto. Upon so depositing the Escrow Funds and filing its complaint in interpleader, Escrow Agent shall have no further duty or obligations as to the Escrow Funds so deposited. The Parties hereto, for themselves, their heirs, successors, representatives, and assigns, do hereby submit themselves to the jurisdiction of said court and do hereby appoint the clerk of said court as their agent for the service of all process in connection with the proceedings in this paragraph mentioned.

9. Term. The term ("**Term**") of this Agreement will begin on the Effective Date and automatically terminate, and the Parties will be released from any further obligations under this Agreement, upon the completion of the Roadway Improvements as accepted by the City, or other appropriate entity with jurisdiction, issuing final acceptance for the Roadway Improvements. The Parties will consider the City to have finally accepted the Roadway Improvements at such time as the City, or other appropriate entity with jurisdiction, has accepted ownership and maintenance obligations for the Roadway Improvements, and there are no unperformed obligations under this Agreement. A termination pursuant to this Section 9 will be effective without the need for further action by any Party provided that upon the request of any Party, each Party will execute and deliver any instruments reasonably necessary or desirable to provide record evidence that the requesting Party has fully performed its obligations under this Agreement and/or that this Agreement has been terminated, and such obligation shall survive the expiration of the Term of this Agreement.

10. Default; Binding Arbitration.

a. Default. Time is of the essence of this Agreement. A Party ("**Defaulting Party**") shall not be in default (a "**Default**") of its obligations under this Agreement unless the Party asserting a failure to pay or perform as a Default gives Notice of such failure to pay or perform to the other Parties and the Defaulting Party does not pay or perform the obligation asserted as a Default within ten business days after the giving of such Notice provided that if the failure to perform is a nonmonetary obligation that cannot be cured within ten business days, then such longer period as may be commercially reasonable to cure such nonmonetary failure to perform. Upon the occurrence of a Default, the sole remedy of the non-defaulting Party shall be Arbitration (as defined and provided in Section 10.c below) and the limitation on damages shall be subject to the limitations on damages set forth in Section 10.d below.

b. Dispute. A dispute (a "**Dispute**") shall exist if the Parties are unable to resolve any dispute, matter, or other claim arising under this Agreement (including the existence of a Default, damages resulting from such Default, and the remedies available to the non-defaulting Party as a result of such Default). Notwithstanding the foregoing, the term *Dispute* shall not include disagreements regarding line items in Proposed Cost Estimates, which the Parties shall resolve by the determination of a Third Party Engineer as provided in Section 3.a.iv above.

c. Resolution of Disputes by Binding Arbitration. If a Dispute exists under this Agreement, then the remedy of the Parties with respect to such Dispute shall be to resolve it by mandatory and binding arbitration ("**Arbitration**") before the Judicial Arbitrator's Group, Inc. (or other mutually agreeable third party arbitrator located in the Denver Metropolitan area)(the

"Arbitrator"). To begin an Arbitration, a Party shall file a Notice with the Arbitrator and with copies given to the other Parties in which the Party shall request resolution of the Dispute by Arbitration conducted by the Arbitrator in the Denver Metropolitan area. The rules of the Arbitrator in effect at the time of the giving of such Notice, the United States Arbitration Act (9 U.S.C. §§ 1-16), and the Colorado Revised Uniform Arbitration Act (C.R.S. §§ 13-22-201 through 13-22-230), as each is applicable, shall govern such Arbitration unless the Parties mutually agree otherwise in writing. The Party filing the Notice demanding Arbitration shall pay all filing fees and similar costs associated with the Arbitration provided that the Arbitrator shall award the costs and expenses of such Arbitration as such Arbitrator may determine. The Parties shall request that the arbitrator determine which Party is the substantially prevailing Party and award to such Party its reasonable attorneys' fees and costs as part of the arbitration award.

d. Limitation on Damages. In the event of a Default, a Party shall only receive its actual, out-of-pocket costs and expenses and in no event shall a Party be entitled to claim, receive, or recover consequential, exemplary, or punitive damages.

11. General Provisions.

a. Approvals. As used in this Agreement, any initially capitalized variant of the word *approve* or *approval* means (a) with respect to a Government Agency, that (i) a final, non-appealable approval has been given by such Government Agency and (ii) all time periods within which a party objecting to such action or matter can raise a legal challenge or request a referendum have expired without a challenge and (b) with respect to an action requiring the approval of, or consent to, an action by a Party or third person, such Party or person has given such approval or consent in writing and has conveyed such approval or consent by Notice to a Party or third person, as the case may be and the context may require.

b. Computation of Time. In the computation of time from a specified date to a later specified date, the word *from* means *from and including*, the words *to* and *until* each mean *to but excluding*, and the word *through* means *to and including*. Unless otherwise specified, all references in this Agreement to times of day shall be references to time in Aurora, Colorado (daylight or standard, as applicable). The term *business day* means any day other than a Saturday, a Sunday, or other nationally or City recognized holiday. If any date upon which performance of a covenant, provision, or term of this Agreement is to occur is a date other than a business day, then the Parties shall extend the date for such performance to the next succeeding business day.

c. Construction of Terms. The definitions of terms in this Agreement shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The Parties shall construe, deem, and interpret (i) the words *include*, *includes*, and *including* as being followed by the phrase *without limitation*, (ii) the word *will* as having the same meaning and effect as the word *shall*, (iii) any definition of or reference to any agreement, instrument, or other document (including any organization document) as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified, (iv) any reference in this Agreement to any person as including the assigns, representatives, and successors of such person and the term *person* meaning, as the context may require, a natural person or an association, corporation, government agency or body, limited liability company, partnership,

trust, or other form of entity, (v) references in this Agreement to sections and attachments as referring to the sections of, and attachments to, this Agreement, (vi) references to any law as referring to all statutory and regulatory provisions amending, consolidating, interpreting, replacing, or supplementing such law and any reference to any law or regulation as referring to such law or regulation as amended, modified, or supplemented from time to time, and (vii) section headings in this Agreement as being for convenience of reference only and not affecting the interpretation of this Agreement

d. Counterparts; Electronic Copies. The Parties may execute this Agreement in multiple counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The Parties shall accept an electronically generated or transmitted copy of (a) this Agreement or any other instrument containing the signature of a Party as an original of this Agreement or such instrument, duly executed and delivered by such Party, and (b) a Notice as an original of such Notice.

e. Effective Date. This Agreement shall be effective on the date (the "**Effective Date**") that all Parties have executed and delivered this Agreement. If one or more of the Parties executes this Agreement before all Parties have executed and delivered it, then this instrument shall be an offer by the Party or Parties first executing it to enter into an agreement upon the conditions and terms set forth in this instrument and shall not constitute a binding and enforceable obligation until all Parties have executed and delivered it.

f. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the Roadway Improvements and supersede any prior written or oral proposals or agreements regarding the Roadway Improvements. This Agreement and the exhibits attached hereto may be modified, amended or otherwise altered only by mutual agreement in writing signed by all the Parties or their successors or assigns.

g. Further Assurances. Each Party will execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Parties the full and complete enjoyment of its rights and privileges under this Agreement.

h. Governing Law. The laws of the State of Colorado shall control the construction, enforcement, and interpretation of this Agreement.

i. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District or the City, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the District or the City and, in particular, governmental immunity afforded or available to the District and the City pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

j. Not a Debt. This Agreement shall not constitute a debt or multiyear fiscal obligation of the District or the City as its funding obligations are solely dependent upon the collection from third parties of Impact Fees as described in this Agreement and the passing

through of those Impact Fees to the Constructing Party for services rendered as described in this Agreement, or to the City in the event it acts instead of the Constructing Party as described in this Agreement.

k. Notices. All approvals, consents, directions, notices, requests, or other communication required or permitted under this Agreement (collectively, "**Notices**") must be in writing, and must be personally delivered, sent by overnight mail, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by email. The Parties shall deem Notices given and received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such Notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed, four business days after the date of posting by the United States post office, or (iv) if given by email, the next business day after the day when sent.

If to the District: Second Creek Ranch Metropolitan District
4908 Tower Road
Denver, Colorado 80249
Attention: Brandon Wyszynski
Email: BWyszynski@OakwoodHomesCo.com

With a mandatory copy to: Icenogle Seaver Pogue, P.C
4725 South Monaco Street, Suite 360
Denver, Colorado 80237
Attention: Jennifer L. Ivey, Esq.
Email: jivey@isp-law.com

If to Clayton: Clayton Properties Group II, Inc.
4908 Tower Road
Denver, Colorado 80249
Attention: Bruce Rau
Email: BRau@OakwoodHomesCo.com

With a mandatory copy to: Spencer Fane LLP
370 17th Street, Suite 4800
Denver, Colorado 80202-5698
Attention: Charles P. Leder, Esq.
Email: CLeder@spencerfane.com

If to the City: City of Aurora, Colorado
15151 Alameda Parkway
Attention: Jacob Cox, Manager, Office of Development
Assistance
Email: Jcox@auroragov.org

With a mandatory copy to: City of Aurora, Colorado
15151 Alameda Parkway, Ste. 5300
Attention: Brian Rulla, Assistant City Attorney
Email: brulla@arouragov.org

Notice of change of address must be given by Notice in the manner detailed in this Section 11.k. The Parties shall deem a Notice given if a Party refuses to accept a Notice or if a Party acquires acknowledge of the substance of a Notice if the Party giving such Notice substantially complies with the requirements of this Section 11.k.

l. Recitals and Exhibits. All recitals and exhibits contained or referred to in this Agreement are incorporated in this Agreement by this reference and made substantive terms of this Agreement.

m. Relationship of the Parties. This Agreement will not be construed or interpreted as (i) creating a joint venture, partnership, or other similar relationship between the Parties, (ii) obligating any Party to perform any of the obligations of another Party, (iii) entitling any person not a party to this Agreement to any of the benefits of this Agreement, or (iv) creating, establishing, or imposing a fiduciary duty owed by any Party to another Party or in any way creating a fiduciary relationship between the Parties.

n. Severability. If an arbiter or court enters an order declaring any provision of this Agreement to be illegal or otherwise null and void, the remaining provisions of this Agreement will remain in full force and effect; provided, however, that the remaining provisions of this Agreement will be reformed to the extent necessary to assure that no Party to this Agreement is deprived of the substantial benefit of the bargain, and to assure that enforcement of this Agreement will not produce an unjust or inequitable result for any Party to this Agreement under the facts and circumstances then pertaining

o. Waiver of Jury Trial. Each of the Parties expressly (a) waives the right of a trial by jury of any Dispute arising under, or related to, this Agreement and (b) agrees that the Parties shall resolve all Disputes by mandatory and binding arbitration as provided in Section 10 above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Parties have executed this Agreement as of the dates set forth below.

SECOND CREEK RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

Officer

ATTEST:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by _____, as _____ of _____,
a _____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

CLAYTON PROPERTIES GROUP II, INC.,
a Colorado corporation

By: _____

STATE OF COLORADO)
) ss:
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023,
by _____ of Clayton Properties Group II, Inc., a Colorado
corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

ATTACHMENT 1
(Description of Property)

The following described real property located in the City of Aurora, County of Adams, State of Colorado:

Refer to Legal Description of the property as described in the recorded FDP Amendment No 1 with reception #20190000012482.

ATTACHMENT 2
(Segments, Descriptions, and Triggering Events)

	Segment	Description and Location of Roadway Improvement	Triggering Event
1	Segment A	West Half Tibet Rd (Trib T to 38th Ave)	Collection of 574 th Impact Fee
2	Segment B	West Half of Tibet Rd (North Boundary of PA-3 to Tib T Crossing)	Collection of 854 th Impact Fee
3	Segment C	Final Buildout of 48th Ave (2 of 6 lanes; Rome St to Tibet Rd)	Collection of 935 th Impact Fee
4	Segment D	West Half of Tibet Rd (52nd Ave to South Boundary of PA-2)	Collection of 1188 th Impact Fee
5	Segment E	Traffic Signal (48th Ave and Tibet Rd)	Collection of 1211 th Impact Fee
6	Segment F	East Half Tibet Rd (Trib T to 38th Ave)	Collection of 1339 nd Impact Fee
7	Segment G	South Half of 52nd Ave (West Boundary of PA-2 to Tibet Rd)	Collection of 1454 th Impact Fee
8	Segment H	Traffic Signal (52nd Ave and Tibet Rd)	Collection of 1466 th Impact Fee
9	Segment I	South Half of 52nd Ave (Picadilly Rd to East Boundary of PA-1)	Collection of 1534 th Impact Fee
10	Segment J	East Half of Picadilly Rd (42nd Ave to 38th Ave) 3 lanes	Collection of 1687 th Impact Fee
11	Segment K	Traffic Signal (42nd Ave and Picadilly Rd)	Collection of 1710 th Impact Fee
12	Segment L	East Half of Picadilly Rd (48th Ave to 42nd Ave) 3 lanes	Collection of 1893 rd Impact Fee
13	Segment M	Traffic Signal (48th Ave and Picadilly Rd)	Collection of 1905 th Impact Fee
14	Segment N	East Half of Picadilly Rd (52nd Ave to 48th Ave)	Collection of 1995 th Impact Fee
15	Segment O	Traffic Signal (52nd Ave and Picadilly Rd)	Collection of 1995 th Impact Fee
16	Segment P	Final Buildout of 48th Ave (2 of 6 lanes; Picadilly Rd to Rome St)	Collection of 1995 th Impact Fee
17	Segment Q	Traffic Signal (48th Ave and Rome St)	Collection of 1995 th Impact Fee



ATTACHMENT 3
(Initial Cost Estimate)

GVRE PIFA (Public Improvement Funding Agreement)
Offsite Roadway Development Costs

Group	Activity	Classification	% of Full	Road Section	Unit (LF)	Development Costs		Permits to date
						Total	Per Lot	
Roadways						Total Lots remaining (2,227-446)	1,781	446
1	Segment A	West Half Tibet Rd (Trib T to 38th Ave)	50%	West Half	2,080 LF	\$ 1,639,008	\$ 920	574
2	Segment B	West Half of Tibet Rd (North Boundary of PA-3 to Tib T Crossing)	50%	West Half	3,688 LF	\$ 3,601,468	\$ 2,022	854
3	Segment C	Final Buildout of 48th Ave (2 of 6 lanes; Rome St to Tibet Rd)	33%	Inner 2 Lanes	1,624 LF	\$ 1,034,018	\$ 581	935
4	Segment D	West Half of Tibet Rd (52nd Ave to South Boundary of PA-2)	50%	West Half	1,913 LF	\$ 3,248,884	\$ 1,824	1,188
5	Segment E	³ Traffic Signal (48th Ave and Tibet Rd)	50%	\$586,000 Per Signal	1 ⁴ Unit	\$ 293,000	\$ 165	1,211
6	Segment F	East Half Tibet Rd (Trib T to 38th Ave)	50%	East Half	2,080 LF	\$ 1,639,008	\$ 920	1,339
7	Segment G	South Half of 52nd Ave (West Boundary of PA-2 to Tibet Rd)	50%	South Half	1,620 LF	\$ 1,474,241	\$ 828	1,454
8	Segment H	³ Traffic Signal (52nd Ave and Tibet Rd)	25%	\$586,000 Per Signal	1 ⁴ Unit	\$ 146,500	\$ 82	1,466
9	Segment I	South Half of 52nd Ave (Picadilly Rd to East Boundary of PA-1)	50%	South Half	1,020 LF	\$ 862,788	\$ 484	1,534
10	Segment J	East Half of Picadilly Rd (42nd Ave to 38th Ave)	50%	East Half	2,051 LF	\$ 1,958,671	\$ 1,100	1,687
11	Segment K	³ Traffic Signal (42nd Ave and Picadilly Rd)	50%	\$586,000 Per Signal	1 ⁴ Unit	\$ 293,000	\$ 165	1,710
12	Segment L	East Half of Picadilly Rd (48th Ave to 42nd Ave)	50%	East Half	2,531 LF	\$ 2,355,629	\$ 1,323	1,893
13	Segment M	³ Traffic Signal (48th Ave and Picadilly Rd)	25%	\$586,000 Per Signal	1 ⁴ Unit	\$ 146,500	\$ 82	1,905
14	Segment N	East Half of Picadilly Rd (52nd Ave to 48th Ave)	50%	East Half	3,378 LF	\$ 3,132,406	\$ 1,759	*1,995
15	Segment O	³ Traffic Signal (52nd Ave and Picadilly Rd)	25%	\$586,000 Per Signal	1 ⁴ Unit	\$ 146,500	\$ 82	*1,995
16	Segment P	Final Buildout of 48th Ave (2 of 6 lanes; Picadilly Rd to Rome St)	33%	Inner 2 Lanes	1,276 LF	\$ 812,442	\$ 456	*1,995
17	Segment Q	³ Traffic Signal (48th Ave and Rome St)	25%	\$586,000 Per Signal	1 ⁴ Unit	\$ 146,500	\$ 82	*1,995
Subtotal Development Costs						\$22,930,563	\$12,875	

Notes:

¹Oakwood cost estimate includes unit costs, sidewalk, ROW landscaping, 10% contingency

²Trigger Event occurs is at the collection of number of building permits. Segments N, O, P & Q are triggered at 90% of the total number of permits, or at the 1,995th permit.

³Traffic Signals subject to Oakwood's development agreement.

⁴Unit cost traffic signal is \$586,000

The Description of Segments in this Agreement (PIFA) supersedes the Description of Segments shown in the Public Improvement Plan (PIP).

In the event that Traffic Warrants, according to the City of Aurora code, require an Offsite PIFA Activity earlier than the Trigger Event, then the Activity shall commence earlier than initially contemplated.

ATTACHMENT 4
(Form of Cost Certificate)

ENGINEER'S CERTIFICATION

I, _____, hereby state as follows:

1. I am an engineer duly qualified to issue a professional opinion regarding the costs of the public improvements described in Attachment A attached hereto (the “**Public Roadway Improvements**”), which have been **constructed** and are proposed to be reimbursed by the [NAME OF DISTRICT] (the “**District**”) pursuant to that certain Public Roadway Improvement Funding Agreement by and among the District, the City of Aurora (“**City**”), and _____, dated as of _____, 2022 (the “**Agreement**”).

2. I have inspected or otherwise examined the Public Roadway Improvements for compliance with applicable design and construction standards, and have reviewed all supporting invoices and other materials.

3. I found that the Public Roadway Improvements were constructed in accordance with the City’s requirements and substantially in accordance with their design and are fit for their intended purpose.

4. I found the total amount of costs set forth in Attachment A to be associated with the Public Infrastructure, and to be reasonable and consistent with costs of similar Public Infrastructure constructed for similar purposes.

5. I have inspected and otherwise examined the receipts, invoices and/or other evidence of costs of the public improvements for verification of such costs and have verified payment of \$ _____ of district eligible costs as more specifically described in Attachment B.

By: _____

Printed Name: _____

Colorado Professional Engineer License Number and Expiration Date _____

**ATTACHMENT A
TO ENGINEER'S CERTIFICATION
(Public Infrastructure)**

ATTACHMENT B
TO ENGINEER'S CERTIFICATION
(Cost Verification)

ATTACHMENT 5
(Insurance Requirements)

General Liability	\$1,000,000 per Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal & Advertising Injury \$2,000,000 Products Completed Operations \$ 100,000 Damage to Rented Premises \$ 5,000 Medical Payments
Auto Liability	\$1,000,000 Combined Single Limit- to include liability for all owned, non-owned and hired autos
Workers Compensation	Statutory Limits
Contractor's Pollution Liability	\$1,000,000 to \$5,000,000
Excess Liability Insurance	\$2,000,000 per Occurrence \$2,000,000 Aggregate

ATTACHMENT 6
(Sample Amendment)

**AMENDMENT TO THE PUBLIC IMPROVEMENT FUNDING AGREEMENT,
ATTACHMENT 2 & 3**

This AMENDMENT TO THE PUBLIC IMPROVEMENT FUNDING AGREEMENT (this “**Amendment**”), is made and entered into as of _____, 20__ (the “**Effective Date**”), between SECOND CREEK RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”), CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation (“**Clayton**”), and the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“**City**”) (individually, a “**Party**,” collectively, the “**Parties**”).

RECITALS

A. The District, Clayton, and City are parties to a Public Improvement Funding Agreement dated _____ (the “**Public Improvement Funding Agreement**”), with respect to certain Roadway Improvements located in the City of Aurora, County of Adams, State of Colorado, as more particularly described in the Public Improvement Funding Agreement. Unless otherwise indicated, all capitalized terms used herein shall have the meanings assigned to them in the Public Improvement Funding Agreement.

B. The Parties desire to amend the Public Improvement Funding Agreement as set forth in this Amendment.

AGREEMENT

In consideration of the foregoing Recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Public Improvement Funding Agreement, is amended as set forth below:

1. Attachment 2 to the Public Improvement Funding Agreement is amended as set forth below:

(Segments, Descriptions, and Triggering Events)

	Segment	Description and Location of Roadway Improvement	Triggering Event
1			
2			
3			
4			
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23			

2. Attachment 3 to the Public Funding Improvement Agreement is amended as set forth below:

**CVRE PIFA (Public Improvement Funding Agreement) Reprioritization
Offsite Roadway Development Costs**

DATE:	Group	Activity	Classification	% of Full	Road Section	Unit (LF)	Unit Cost (Full Width) ¹	Unit Cost (Respons. Portion)	Development Costs		Trigger Event ²
									Total	Per Lot	
	1	Segment A		0%		Unit	\$	-	\$0	\$0	#DNV/01
	2	Segment B		0%		Unit	\$	-	\$0	\$0	#DNV/01
	3	Segment C		0%		Unit	\$	-	\$0	\$0	#DNV/01
	4	Segment D		0%		Unit	\$	-	\$0	\$0	#DNV/01
	5	Segment E		0%		LF	\$	-	\$0	\$0	#DNV/01
	6	Segment F		0%		Unit	\$	-	\$0	\$0	#DNV/01
	7	Segment G		0%		LF	\$	-	\$0	\$0	#DNV/01
	8	Segment H		0%		LF	\$	-	\$0	\$0	#DNV/01
	9	Segment I		0%		Unit	\$	-	\$0	\$0	#DNV/01
	10	Segment J		0%		LF	\$	-	\$0	\$0	#DNV/01
	11	Segment K		0%		Unit	\$	-	\$0	\$0	#DNV/01
	12	Segment L		0%		Unit	\$	-	\$0	\$0	#DNV/01
	13	Segment M		0%		LF	\$	-	\$0	\$0	#DNV/01
	14	Segment N		0%		LF	\$	-	\$0	\$0	#DNV/01
	15	Segment O		0%		Unit	\$	-	\$0	\$0	#DNV/01
	16	Segment P		0%		LF	\$	-	\$0	\$0	#DNV/01
	17	Segment Q		0%		LF	\$	-	\$0	\$0	#DNV/01
	18	Segment R		0%		LF	\$	-	\$0	\$0	#DNV/01
	19	Segment S		0%		LF	\$	-	\$0	\$0	#DNV/01
	20	Segment T		0%		Unit	\$	-	\$0	\$0	#DNV/01
	21	Segment U		0%		LF	\$	-	\$0	\$0	*1,995
	22	Segment V		0%		Unit	\$	-	\$0	\$0	*1,995
	23	Segment W		0%		LF	\$	-	\$0	\$0	*1,995
		SubTotal									
	Subtotal Development Costs								\$0	\$0	

3. Except as expressly modified by this Amendment, all other provisions of the Public Funding Improvement Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CLAYTON PROPERTIES GROUP II, INC.,
a Colorado corporation

By: _____

STATE OF COLORADO)
) ss:
CITY & COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ of Clayton Properties Group II, Inc., a Colorado
corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

CITY OF AURORA, COLORADO

By: _____
Mike Coffman, Mayor

Attest:

Linda S. Blackstone, City Clerk

APPROVED AS TO FORM:

Brian Rulla, Assistant City Attorney

STATE OF _____)
) ss:
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires: _____.

Notary Public

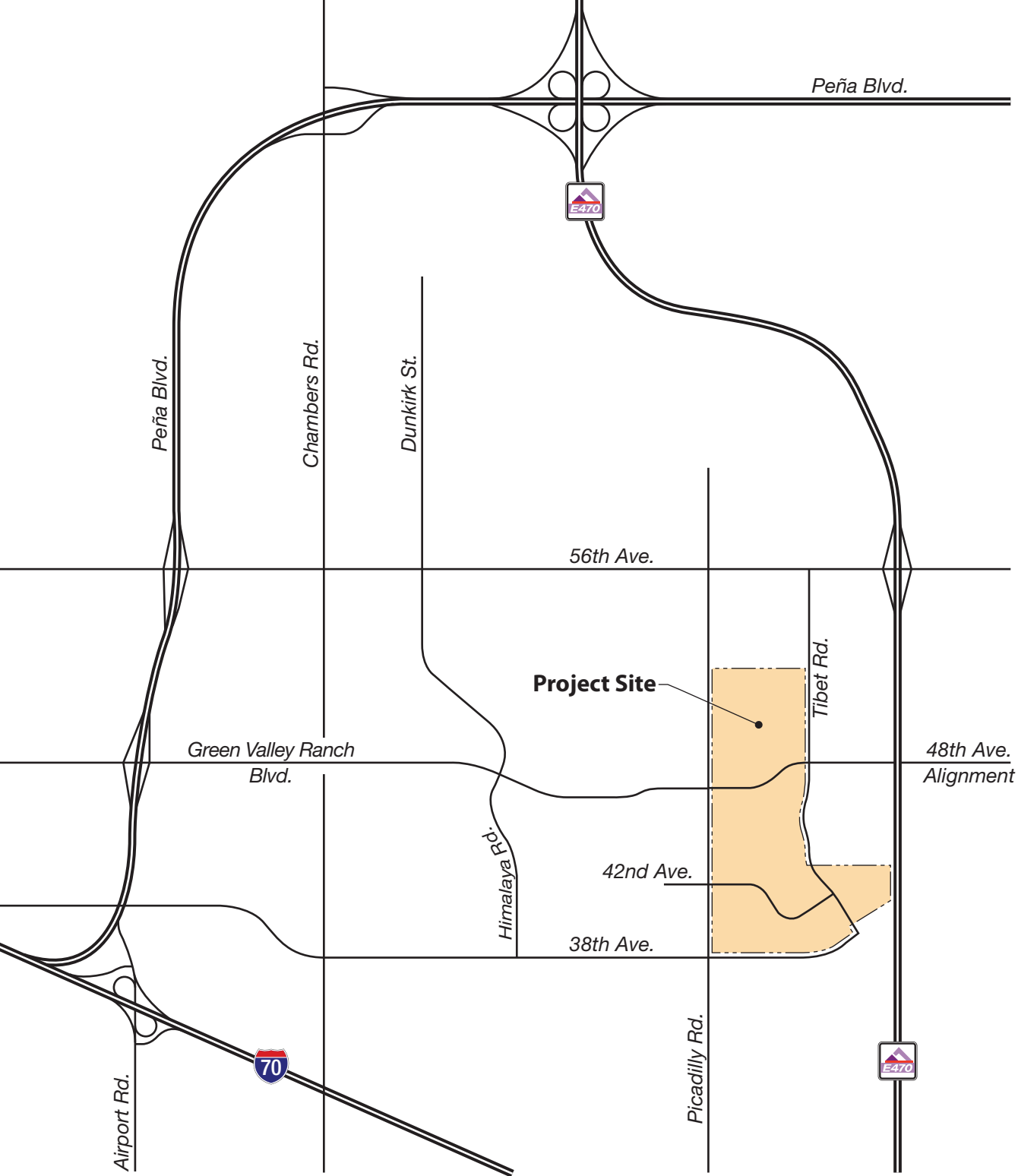


Figure I
Vicinity Map

EFFECTIVE DATE: 10-5-20

RESOLUTION NO. R2020-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING AN AGREEMENT BETWEEN THE CITY OF AURORA, SECOND CREEK
RANCH METROPOLITAN DISTRICT, AND CLAYTON PROPERTIES GROUP II, INC.
REGARDING PUBLIC IMPROVEMENT FUNDING

WHEREAS, the City of Aurora ("City"), the Second Creek Ranch Metropolitan District (the "District"), and Clayton Properties Group II, Inc., a Colorado corporation (collectively, "the Parties") are in agreement that the development within and surrounding the area of the Green Valley Ranch East Amendment 1 Development will require construction of certain public infrastructure improvements; and

WHEREAS, the Parties desire to memorialize an agreement concerning the timing and construction of these improvements and the terms and conditions related to the funding needed for such construction; and

WHEREAS, the City has determined it to be in the best interests of the residents of the City to enter into this Agreement; and

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

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the City may cooperate or contract with other political subdivisions in order to provide any lawfully authorized function, service or facility.

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

Section 1. The Public Improvement Funding Agreement between the City, the District, and Clayton Properties Group II, Inc. is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver such Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

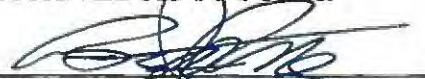
RESOLVED AND PASSED this 5th day of October, 2020.


MIKE COFFMAN, Mayor

ATTEST:


SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:


BRIAN J. RULLA, Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT REGARDING REGIONAL TRANSPORTATION SYSTEM PROJECT FUNDING AND CONSTRUCTION

This **INTERGOVERNMENTAL AGREEMENT REGARDING REGIONAL TRANSPORTATION SYSTEM PROJECT FUNDING AND CONSTRUCTION** (this “**Agreement**”) is made and entered into the 12th day of October, 2021 (the “**Effective Date**”), by and between **GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 6**, a political subdivision and quasi-municipal corporation of the State of Colorado (the “**District**”), and **AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**, a political subdivision and body corporate of the State of Colorado formed pursuant to the Regional Transportation Authority Law, Sections 43-4-601, *et seq.*, C.R.S. (“**RTA Law**”) (“**ARTA**”). The District and ARTA may be referred to collectively herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

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

2. ARTA was organized in accordance with the RTA Law and pursuant to the Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority dated February 27, 2018, as amended and supplemented from time to time (the “**Establishing Agreement**”) for the general purposes of constructing, or causing to be constructed, a Regional Transportation System, as more particularly described in the Establishing Agreement and Exhibit A thereto (the “**Regional Transportation System;**” as used herein, the term “**Regional Transportation System Improvements**” shall mean any one or more individual components of the Regional Transportation System), consistent with the detailed phasing plan and budget attached to the Establishing Agreement as Exhibit D (as the same may be amended or revised, the “**Capital Plan**”).

3. The District was formed pursuant to the Special District Act, Article 1 of Title 32, C.R.S., as amended from time to time, (the “**Special District Act**”), by order of the District Court for Adams County, Colorado entered on November 16, 2004, and after approval of its eligible electors at an organizational election held on November 2, 2004, and its general purpose is to plan for, design, acquire, construct, install, relocate, redevelop, and finance certain public improvements as described in and in compliance with the Consolidated First Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6 – 8, as may be amended from time to time, approved by the City of Aurora City Council on October 30, 2017 (the “**Service Plan**”).

4. Pursuant to that certain Resolution of the Board of Directors of the Aerotropolis Regional Transportation Authority Including Property into the Authority Boundaries (ATEC and GVRE Properties) adopted by the ARTA’s Board of Directors on March 3, 2021, and consistent

with the provisions of the Establishing Agreement and the RTA Law, all of the property located within the boundaries of the District, as well as the property located within Green Valley Ranch East Metropolitan Nos. 7 and 8, has been included within the Authority’s boundaries (as used herein, the “**GVRE Property**”).

5. The District intends to undertake and/or support the provision of various public improvements within and surrounding the boundaries of the GVRE Property, some of which public improvements are Regional Improvements (as defined in the Service Plan) and are part of or are closely related to various components of ARTA’s planned Regional Transportation System Improvements.

6. ARTA previously issued general obligation bonds on June 26, 2019 (the “**2019 Bonds**”) and expects to issue several additional series of bonds or other financial obligations in a time frame which allows ARTA to fund the Projects (as defined herein), which are part of the Regional Transportation System, within the timeframes specified herein (the “**Future ARTA Bonds**,” and together with the 2019 Bonds, the “**ARTA Bonds**”).

7. The Parties understand and agree they have a shared interest in facilitating the timely and efficient completion of the Regional Transportation System Improvements to take advantage of practical efficiencies and potential cost savings as well as other benefits to both Parties and their respective residents, constituents, and taxpayers.

8. ARTA intends to facilitate the completion of the Regional Transportation System Improvements and to issue the ARTA Bonds to fund the Regional Transportation System Improvements, generally, consistent with the phasing set forth in the Capital Plan and, specifically, to issue the Future ARTA Bonds in a time frame which allows ARTA to have the funding available for and complete the Projects consistent with the time frames and phasing as further set forth herein.

9. The District may have available or may be able to secure adequate funds and may be willing, on the terms and conditions as further set forth herein, to fund certain of the Regional Transportation System Improvements in advance of ARTA’s intended phasing on the condition that ARTA will reimburse the District for the actual costs incurred by the District to complete such Regional Transportation System Improvements.

10. ARTA agrees on the terms and conditions as further set forth herein, to reimburse the District for the actual costs incurred by the District to complete certain of the Regional Transportation System Improvements, including, but not limited to, the Projects (as defined below).

11. Contemporaneously with the execution of this Agreement, ARTA, the District, Aerotropolis Area Coordinating Metropolitan District, and Green Valley Ranch East Metropolitan District Nos. 7 and 8 will enter into that certain Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies (the “**ARI Mill Levies IGA**”), which ARI

Mill Levies IGA will set forth various agreements between the Parties regarding the imposition of their property tax mill levies.

12. The Parties previously entered into that certain Intergovernmental Agreement Regarding Construction and Funding of 38th Avenue Improvements dated February 21, 2021 (the “Prior Project Agreement”), which Prior Project Agreement generally concerns the 38th Avenue (Picadilly to Tibet) Project (as defined below) and which Prior Project Agreement the Parties desire to terminate and replace in its entirety with the provisions of this Agreement.

13. The Parties have determined it to be in their mutual best interests and the interests of their respective constituents and taxpayers to enter into this Agreement in order to facilitate the timely completion of the Projects as set forth herein.

14. In furtherance of the purposes set forth in the ARI Mill Levies IGA and as further set forth herein, the District and ARTA desire to enter into this Agreement to set forth their understanding regarding ARTA’s construction and funding phasing for certain of the Regional Transportation System Improvements, the potential for the District’s participation in completion of such portions of the Regional Transportation System Improvements, and the terms and conditions for reimbursement of the District by ARTA for the same, together with such other matters as are hereinafter set forth.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and ARTA agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in this Agreement as if fully set forth herein.

2. ARTA Phasing of Certain of the Regional Transportation System Improvements. ARTA agrees that, as of the date of this Agreement, ARTA intends to and in good faith using commercial best efforts will undertake, fund, and/or complete, in whole or in part, either on its own or in coordination with other governmental entities, surrounding property owners, and/or other related parties, consistent with the Establishing Agreement, the following components of the Regional Transportation System Improvements as follows:

2.1. 38th Avenue (Picadilly to Tibet).

2.1.1. Project Name. As used herein, this project is referred to as the “**38th Avenue (Picadilly to Tibet) Project.**”

2.1.2. Project Description. The 38th Avenue (Picadilly to Tibet) Project includes the northern half (two lanes) of the future right-of-way of 38th Avenue from Picadilly Road on the west to Tibet Road on the east, located in the City of Aurora, Colorado, including, but not limited to: (1) the two paved lanes comprising the northern half of 38th Avenue (inclusive of any tie-ins to existing roadways or

tapers or transitions segments); (2) all adjacent curb, gutter, sidewalks, and median (3) all grading, stormwater improvements (inclusive of box culverts where applicable), landscaping and irrigation, retaining walls (if necessary), signage, site utilities and electrical, traffic and pedestrian safety improvements (inclusive of traffic signals); and (4) all other capital public improvements necessary to complete such northern half of 38th Avenue.

2.1.3. Expected Phasing. ARTA has completed the design and has intended to commence and complete construction of the 38th Avenue (Picadilly to Tibet) Project by December 31, 2024; however, as acknowledged in Section 4.2.5, as of the Effective Date, planning, funding, construction and/or completion of the 38th Avenue (Picadilly to Tibet) Project has recently been undertaken, in part, the District.

2.1.4. Expected Funding. ARTA intends to make \$2,574,000 in funds available for the 38th Avenue (Picadilly to Tibet) Project from proceeds of ARTA Bonds issued no later than December 31, 2023.

2.2. 38th Avenue (Tibet to E470).

2.2.1. Project Name. As used herein, this project is referred to as the “**38th Avenue (Tibet to E470) Project**.”

2.2.2. Project Description. The 38th Avenue (Tibet to E470) Project includes the northern half (two lanes) of the future right-of-way of 38th Avenue from Tibet Road on the west to the E-470 interstate on the east, located in the City of Aurora, Colorado, including, but not limited to: (1) the two paved lanes comprising the northern half of 38th Avenue (inclusive of any tie-ins to existing roadways or tapers or transitions segments but excluding the interchange with E-470); (2) all adjacent curb, gutter, sidewalks, and median; (3) all grading, stormwater improvements (inclusive of box culverts where applicable), landscaping and irrigation, retaining walls (if necessary), signage, site utilities and electrical, traffic and pedestrian safety improvements (inclusive of traffic signals); and (5) all other capital public improvements necessary to complete such northern half of 38th Avenue.

2.2.3. Expected Phasing. ARTA intends to commence and complete construction of the 38th Avenue (Tibet to E470) Project by December 31, 2024.

2.2.4. Expected Funding. ARTA intends to make \$2,310,000 in funds available for the 38th Avenue (Tibet to E470) Project from proceeds of ARTA Bonds issued no later than December 31, 2023.

2.3. 48th Avenue (Rome to Tibet).

2.3.1. Project Name. As used herein, this project is referred to as the “**48th Avenue (Rome to Tibet) Project**.”

2.3.2. Project Description. The 48th Avenue (Rome to Tibet) Project includes the re-approval of the previously designed full six lanes and the regional construction of up to four lanes of the future right-of-way of 48th Avenue from Rome Street on the west to Tibet Road on the east, located in the City of Aurora, Colorado, including, but not limited to: (1) the four paved lanes comprising 48th Avenue (inclusive of any tie-ins to existing roadways or tapers or transitions segments); (2) all adjacent curb, gutter, sidewalks, and median; (3) all grading, stormwater improvements (inclusive of box culverts where applicable), landscaping and irrigation, retaining walls (if necessary), signage, site utilities and electrical, traffic and pedestrian safety improvements (inclusive of traffic signals); and (4) all other capital public improvements necessary to complete the two regional lanes of such segment of 48th Avenue.

2.3.3. Expected Phasing. ARTA intended to commence the re-approval of the design of the 48th Avenue (Rome to Tibet) Project no later than December 31, 2023, to commence construction no later than December 31, 2024, and to complete construction no later than December 31, 2025, but, as acknowledged in Section 4.2.5, as of the Effective Date, planning, design, funding, construction and/or completion of the 48th Avenue (Rome to Tibet) Project has already been undertaken by the District.

2.3.4. Expected Funding. ARTA intends to make \$3,998,015 in funds available for the 48th Avenue (Rome to Tibet) Project from the proceeds of ARTA Bonds issued no later than December 31, 2023.

2.4. 48th Avenue (Tibet to E470).

2.4.1. Project Name. As used herein, this project is referred to as the “**48th Avenue (Tibet to E470) Project**.”

2.4.2. Project Description. The 48th Avenue (Tibet to E470) Project includes the re-approval of the previously designed full six lanes and the regional construction of up to two lanes of the future right-of-way of 48th Avenue from Tibet Street on the west to the E-470 interstate on the east, located in the City of Aurora, Colorado, including, but not limited to: (1) the two north paved lanes comprising 48th Avenue (inclusive of any tie-ins to existing roadways or tapers or transitions segments but excluding the interchange with E-470); (2) all adjacent curb, gutter, sidewalks, and median; (3) all grading, stormwater improvements (inclusive of box culverts where applicable), landscaping and irrigation, retaining walls (if necessary), signage, site utilities and electrical, traffic and pedestrian safety improvements (inclusive of traffic signals); and (4) all other capital public improvements necessary to complete the two regional lanes of such segment of 48th

Avenue.

2.4.3. Expected Phasing. ARTA intends to commence the re-approval of the design of the 48th Avenue (Tibet to E470) Project no later than December 31, 2023, to commence construction no later than December 31, 2024, and to complete construction no later than December 31, 2025.

2.4.4. Expected Funding. ARTA intends to make \$2,400,000 in funds available for the 48th Avenue (Tibet to E470) Project from proceeds of ARTA Bonds issued no later than December 31, 2023.

2.5. Picadilly Road (38th to 48th).

2.5.1. Project Name. As used herein, this project is referred to as the **“Picadilly Road (38th to 48th) Project.”**

2.5.2. Project Description. The Picadilly Road (38th to 48th) Project includes the re-approval of the previously designed eastern three lanes and construction of up to the equivalent of one-and-a-half eastern lanes of the future right-of-way of Picadilly Road from 38th Avenue on the south to 48th Avenue on the north, located in the City of Aurora, Colorado, including, but not limited to: (1) the paved lanes comprising the eastern three lanes of Picadilly Road (inclusive of any tie-ins to existing roadways or tapers or transitions segments); (2) all adjacent curb, gutter, sidewalks, and median; (3) all grading, stormwater improvements (inclusive of box culverts where applicable), landscaping and irrigation, retaining walls (if necessary), signage, site utilities and electrical, traffic and pedestrian safety improvements (inclusive of traffic signals); and (4) all other capital public improvements necessary to complete such eastern half of Picadilly Road.

2.5.3. Expected Phasing. ARTA intends to commence and complete design and construction of the Picadilly Road (38th to 48th) Project no later than December 31, 2023.

2.5.4. Expected Funding. ARTA intends to make \$693,000 in funds available for the Picadilly Road (38th to 48th) Project from proceeds of ARTA Bonds issued no later than December 31, 2023.

2.6. Picadilly Road (48th to 52nd).

2.6.1. Project Name. As used herein, this project is referred to as the **“Picadilly Road (48th to 52nd) Project.”**

2.6.2. Project Description. The Picadilly Road (48th to 52nd) Project includes the re-approval of the previously designed eastern three lanes and construction of up to the equivalent of one-and-a-half eastern lanes of the future

right-of-way of Picadilly Road from 48th Avenue on the south to 52nd Avenue on the north, located in the City of Aurora, Colorado, including, but not limited to: (1) the paved lanes comprising the eastern three lanes of Picadilly Road (inclusive of any tie-ins to existing roadways or tapers or transitions segments); (2) all adjacent curb, gutter, sidewalks, and median; (3) all grading, stormwater improvements (inclusive of box culverts where applicable), landscaping and irrigation, retaining walls (if necessary), signage, site utilities and electrical, traffic and pedestrian safety improvements (inclusive of traffic signals); and (4) all other capital public improvements necessary to complete such eastern half of Picadilly Road.

2.6.3. Expected Phasing. ARTA intends to commence and complete design and construction of the Picadilly Road (48th to 52nd) Project no later than December 31, 2023.

2.6.4. Expected Funding. ARTA intends to make \$507,000 in funds available for the Picadilly Road (48th to 52nd) Project from proceeds of ARTA Bonds issued no later than December 31, 2023.

2.7. Picadilly Road (52nd to 56th).

2.7.1. Project Name. As used herein, this project is referred to as the **“Picadilly Road (52nd to 56th) Project.”**

2.7.2. Project Description. The Picadilly Road (52nd to 56th) Project includes the re-approval of the previously designed eastern three lanes and the construction of the equivalent of one-and-a-half eastern lanes of the future right-of-way of Picadilly Road from 52nd Avenue on the south to 56th Avenue on the north, located in the City of Aurora, Colorado, including, but not limited to: (1) the paved lanes comprising the eastern three lanes of Picadilly Road (inclusive of any tie-ins to existing roadways or tapers or transitions segments); (2) all adjacent curb, gutter, sidewalks, and median; (3) all grading, stormwater improvements (inclusive of box culverts where applicable), landscaping and irrigation, retaining walls (if necessary), signage, site utilities and electrical, traffic and pedestrian safety improvements (inclusive of traffic signals); and (4) all other capital public improvements necessary to complete such eastern half of Picadilly Road.

2.7.3. Expected Phasing. ARTA intends to commence and complete design of the Picadilly Road (52nd to 56th) Project no later than December 31, 2023, and to commence and complete construction of the Picadilly Road (52nd to 56th) Project no later than December 31, 2025.

2.7.4. Expected Funding. ARTA intends to make \$400,500 in funds available for the Picadilly Road (52nd to 56th) Project from proceeds of ARTA Bonds issued no later than December 31, 2023.

3. Funding and Completion of the Projects.

3.1. The foregoing projects, the 38th Avenue (Himalaya to Picadilly) Project, the 38th Avenue (Picadilly to Tibet) Project, the 38th Avenue (Tibet to E470) Project, the 48th Avenue (Rome to Tibet) Project, the 48th Avenue (Tibet to E470) Project, the Picadilly Road (38th to 48th) Project, the Picadilly Road (48th to 52nd) Project, and the Picadilly Road (52nd to 56th) Project, may be referred to herein individually as a “**Project**” and collectively as the “**Projects**,” as the context implies.

3.2. ARTA agrees it will in good faith using commercial best efforts undertake or cause to be undertaken, as necessary, in whole or in part, the planning, design, funding and completion of the Projects, except to the extent completed by the District, either on its own or in coordination with other governmental entities, surrounding property owners, and/or other related parties. Further, ARTA agrees it will in good faith using commercial best efforts take all steps necessary to commence and complete, or cause to be commenced and completed, in whole or in part, either on its own or in coordination with other governmental entities, surrounding property owners, and/or other related parties, the Projects consistent with the expected phasing described in Section 2, above.

3.3. ARTA agrees that the expected funding figures described in Section 2, above, are based on the projected costs of materials and labor as of the Effective Date and, as such, that the costs associated with each of the Projects may vary significantly at the time of initiation of a Project by ARTA and that ARTA will undertake or cause to be undertaken, as necessary, in whole or in part, the planning, design, funding and completion of the Projects, subject to the availability of adequate funds, based on the cost of such Projects at the time they are initiated by ARTA.

3.4. ARTA shall diligently pursue the issuance of the Future ARTA Bonds in good faith using commercial best efforts in order to close and have proceeds available from each series of such Future ARTA Bonds in accordance with the expected funding commitments set forth in Section 2, above, including to reimburse the District for Actual Project Costs (defined below) incurred by the District to complete the Projects, if any. If ARTA is unable for any reason to (1) close on the issuance of the Future ARTA Bonds within a timeline that complies with expected funding commitments set forth in Section 2, above, or (2) the proceeds of such Future ARTA Bonds are insufficient to fully fund the Projects as described herein, ARTA shall notify the District in writing, including the rationale for such delay/insufficiency of funds and the expected new date(s) of issuance of the Future ARTA Bonds and/or financial projections for availability of proceeds for the Projects. Notwithstanding the foregoing, nothing herein obligates ARTA to issue any of the ARTA Bonds or to issue any other bonds or enter into other financial obligations, at any time or in any amount, and nothing herein limits or otherwise affects the sole and absolute discretion and authority of the Board of Directors of ARTA to issue or enter into any of the same.

3.5. The Parties understand and agree, consistent with the Establishing

Agreement, that ARTA shall not have any long term ownership, operation or maintenance responsibility, beyond initial warranty periods, as applicable, for any Project(s) undertaken by either the District or ARTA pursuant to this Agreement.

4. Completion of Projects by the District; Reimbursement of Project Costs.

4.1. The Parties understand and agree that ARTA does not as of the date of this Agreement have sufficient appropriated funds to fund all of the Projects in 2021, however, ARTA hereby directs its management to include in the budgets for its consideration in future years sufficient funds to complete the Projects and/or reimburse the District for the completion of the Projects in accordance with the funding commitments set forth in Section 2, above. The District may, in its discretion and at different times during the term of this Agreement, have adequate funds available and be willing, on the terms and conditions as further set forth herein, to undertake or cause to be undertaken, as necessary, the planning, design, funding and/or completion of certain of the Projects, in whole or in part, either on its own or in coordination with other governmental entities, surrounding property owners, and/or other related parties, prior to ARTA’s funding and/or undertaking of the same, on the condition that ARTA will promptly reimburse the District for the actual costs incurred by or on behalf of the District to complete such Project(s) or portions thereof, in accordance with the terms hereof. Nothing herein shall be construed as obligating the District to fund any of the Projects, or portions thereof, in whole or in part and such funding shall be subject to the District’s annual budgeting and appropriation in its sole discretion.

4.2. Subject to the availability of adequate funds and appropriation by the Board of Directors of ARTA, ARTA agrees to reimburse the District for actual costs incurred to complete any one or more of the Projects or portions thereof as set forth below.

4.2.1. ARTA agrees to reimburse the District for costs actually incurred by or on behalf of the District to undertake the planning, design, funding, construction and/or completion of any one or more of the Projects or portions thereof, including, but not limited to, any and all soft costs related thereto, but excluding any and all costs incurred by the District related to the District’s financing of such costs, if any, and subject to the provisions to Section 4.2.4 (the “**Actual Project Costs**”), up to the following total maximum amount for each Project, which amounts are set forth in 2021 dollars and based on the projected costs of materials and labor as of the Effective Date and, as such, shall be adjusted upward at the rate of 4% per year from the Effective Date (as it pertains to each Project, the “**Maximum Project Reimbursement Amount**”):

4.2.1.1. 38th Avenue (Picadilly to Tibet) Project: \$2,574,000.

4.2.1.2. 38th Avenue (Tibet to E470) Project: \$2,310,000.

4.2.1.3. 48th Avenue (Rome to Tibet) Project: \$3,998,015

4.2.1.4. 48th Avenue (Tibet to E470) Project: \$2,400,000.

4.2.1.5. Picadilly Road (38th to 48th) Project: \$693,000.

4.2.1.6. Picadilly Road (48th to 52nd) Project: \$507,000.

4.2.1.7. Picadilly Road (52nd to 56th) Project: \$400,500.

4.2.3. The maximum combined amount ARTA agrees it will reimburse to the District for Actual Project Costs for all of the Projects is \$12,882,515, which amount is set forth in 2021 dollars and based on the projected costs of materials and labor as of the Effective Date and, as such, shall be adjusted upward at the rate of 4% per year from the Effective Date (the “**Maximum Combined Project Reimbursement Amount**”). ARTA shall not have any obligation to reimburse to the District any amount in excess of the Maximum Project Reimbursement Amount for any one Project or in excess of the Maximum Combined Project Reimbursement Amount for the combined Projects, provided, however, the Parties hereby acknowledge and agree that due to current volatility in the labor market, supply chain issues, and other circumstances that are currently not anticipated, that the costs associated with each of the Projects may vary significantly at the time of initiation of such Project, and, therefore, the Parties agree to cooperate in good faith to revise the Maximum Project Reimbursement Amount for any one Project and the Maximum Combined Project Reimbursement Amount as needed in order to facilitate the timely and efficient completion of the Projects.

4.2.4. Notwithstanding any provision of this Agreement to the contrary, the Parties agree the Actual Project Costs for any of the Projects or portions thereof shall not include any discretionary costs to enhance such Projects or portions thereof beyond what is required by the applicable governing and/or accepting jurisdiction(s) to complete the same, including but not limited to enhanced landscaping, cosmetic structural enhancements, and enhanced pedestrian access, it being the understanding of the Parties that while such enhancements may be desired by the District, the costs therefore shall not be included Actual Project Costs to be reimbursed by ARTA. Nothing herein prevents the District from including such enhancements in any Project or portion thereof undertaken by the District at the cost of the District or some other third party.

4.2.5. During the term of this Agreement, the Parties will in good faith communicate openly and regularly, and coordinate with one another whenever possible regarding the planning, design and construction of the Projects and any portion(s) thereof, it being the mutual desire of the Parties to facilitate the timely and efficient completion of the Projects and to avoid the duplication of efforts. ARTA acknowledges that as of the Effective Date, planning, design, funding, construction and/or completion of the 38th Avenue (Picadilly to Tibet) Project and

the 48th Avenue (Rome to Tibet) Project, or portions thereof, are already underway and that no additional notice thereof or approvals related thereto, except for final design as set forth below, must be given; however, prior to commencing any new planning, design, funding, construction and/or completion of any one or more of the other Projects or portions thereof, which are not already underway as of the Effective Date, the District shall provide to ARTA written notice of the District's intent to do so (each a "District Project Notice"). Such District Project Notice shall include, at a minimum, a description of the activities expected to be undertaken by the District related to the Project(s), the District's anticipated schedule and the estimated Actual Project Costs for completing the same. The Parties agree that if the estimated Actual Project Costs listed in a District Project Notice exceed the Maximum Project Reimbursement Amount for the applicable Project that the Parties shall cooperate in good faith to revise the Maximum Project Reimbursement Amount for any one Project and the Maximum Combined Project Reimbursement Amount as needed in order to facilitate the timely and efficient completion of the Project.

4.2.6. The District understands and acknowledges ARTA's purpose and desire to facilitate the coordinated and efficient planning, design and construction of the entire Regional Transportation System of which the Projects are only a part. All final designs for the Projects or portions thereof undertaken by the District shall be subject to prior review and approval by ARTA, which review and approval shall not be unreasonably withheld or delayed by ARTA, and which approval shall be deemed granted by ARTA if such final design has not been disapproved by ARTA within thirty (30) days of the District providing ARTA with the final designs. Further, except for the 38th Avenue (Picadilly to Tibet) Project and the 48th Avenue (Rome to Tibet) Project, which projects the District has already commenced, upon receipt by ARTA of a District Project Notice, in the event ARTA desires to undertake any Project or portion thereof identified in the District Project Notice and ARTA is able to do so consistent with the timing set forth in Section 2, above, ARTA shall notify the District in writing of ARTA's current intent to undertake such Project or portion thereof, and the District shall defer to ARTA's preference by allowing ARTA to undertake such Project or portion thereof. Notwithstanding any provision herein to the contrary, ARTA shall not be required to reimburse the District for any Actual Projects Costs incurred by the District related to the implementation of final designs that were not approved by ARTA or the undertaking of any aspect of a Project or portion thereof for which ARTA notified the District of ARTA's intent to undertake the same consistent with the provisions of this Section 4.2.6.

4.2.7. Upon completion of any Project or portion thereof, the District shall provide a written report to ARTA detailing the Actual Project Costs incurred to complete the Project or portion thereof along with an invoice to ARTA for reimbursement of such Actual Project Costs up to the Maximum Project Reimbursement Amount for that Project; provided, prior to requesting the

reimbursement of any Actual Project Costs, the District must obtain a certification of an independent professional engineer approved by ARTA that: (1) such Actual Project Costs are costs actually incurred by or on behalf of the District for the relevant Project, and are reasonable and comparable for similar projects as constructed in the Denver Metropolitan Area, and (2) that all jurisdictions with authority have approved or preliminarily accepted the Project or portion thereof. The reasonable cost of obtaining the foregoing certification may be included as part of the Actual Project Costs to be reimbursed to the District in addition to the Maximum Project Reimbursement Amount.

4.2.8. The District understands and agrees that ARTA shall not have any obligation to advance the timing of the ARTA Bonds or the phasing set forth in Section 2 of this Agreement in the event the District, in its discretion, undertakes the planning, design, funding, construction and/or completion of any one or more of the Projects, or portion thereof, and incurs Actual Project Costs related to the same, in advance of the phasing set forth in Section 2 hereof.

4.2.9. ARTA agrees it will, subject to the terms and conditions of this Agreement, within thirty (30) days following (1) the receipt from the District of the written report and invoice required by Section 4.2.7 above for reimbursement of Actual Project Costs, and (2) the receipt and appropriation of adequate funds by ARTA, reimburse to the District funds in the amount of the Actual Project Costs for any Project(s) completed by the District. ARTA agrees that its obligation to reimburse the District as set forth herein shall have first priority over any other reimbursement obligations of ARTA entered into after the Effective Date from the Future ARTA Bond proceeds, and that ARTA shall not enter into any future reimbursement obligations from the Future ARTA Bond proceeds that do not acknowledge the priority of its reimbursement obligations under this Agreement, nor shall ARTA take any actions inconsistent with this provision.

4.2.10. The District agrees that in engaging any consultants, contractors or other agents and procuring materials or services in connection with the planning, design and construction of any of the Projects, the District shall comply with all applicable laws, rules, or regulations related to the same. In particular, the District agrees it will comply with the public bidding requirements set forth in §32-1-1001(1)(d)(I), C.R.S., and will, upon request, share with ARTA any and all bids received by the District related to the Project as part of the coordination set forth in Section 4.2.5 hereof.

4.3. The Actual Project Costs and any amounts due to the District from ARTA hereunder shall not accrue interest at any time.

4.4. Nothing in this Agreement shall modify or be construed as modifying or otherwise affecting the Establishing Agreement or ARTA's responsibilities associated with the planning, design, funding and construction of the Regional Transportation System or

any Regional Transportation System Improvements thereunder.

5. Reports; Accounting. During the term of this Agreement, ARTA shall provide to the District periodic reports regarding ARTA's progress on and anticipated schedule for the ARTA Bonds and the Projects. In the event the District undertakes the planning, design, funding, construction and/or completion of any one or more of the Projects, the District shall provide to ARTA periodic reports regarding progress on the Project(s) and shall maintain or cause to be maintained full and complete records of actual costs incurred and funds committed and expended by the District for actual costs associated with the Project(s) in accordance with generally accepted accounting principles. ARTA shall have the right to audit the District's financial records related to any Projects undertaken by the District during the term of this Agreement and up to three (3) years after reimbursement by ARTA to the District for the same, if any.

6. Future Right-of-Way.

6.2. In furtherance of the District's support of ARTA's provision of the Regional Transportation System, the District agrees that it will facilitate ARTA's acquisition of any and all real property rights reasonably necessary to complete ARTA's Regional Transportation System Improvements as follows:

6.2.3. In the event the District owns and/or controls any real property interest(s) reasonably necessary to complete any portion of ARTA's Regional Transportation System Improvements, including but not limited to fee simple title, easements, licenses, or any other property interest, the District agrees it will dedicate or convey such property interest(s) to ARTA, or the appropriate accepting jurisdiction, at no cost to ARTA or such accepting jurisdiction, such dedication or conveyance to be completed by any mutually agreeable means.

6.2.4. In the event the District does not own and/or control an identified real property interest reasonably necessary to complete any portion of ARTA's Regional Transportation System Improvements, including but not limited to fee simple title, easements, licenses, or any other property interest, the District agrees it will in good faith cooperate with ARTA to cause such property interest(s) to be dedicated and/or conveyed to ARTA, or the appropriate accepting jurisdiction, at no cost to ARTA or such accepting jurisdiction, regardless whether such property interest(s) is/are owned and/or controlled by another metropolitan district or entity related to the District, or an unrelated third party.

6.3. In furtherance of ARTA's support of the District's assistance with the provision of the Regional Transportation System, ARTA agrees that it will facilitate the District's acquisition of any and all real property rights reasonably necessary for the District to complete portions of ARTA's Regional Transportation System Improvements as follows:

6.3.3. In the event ARTA owns and/or controls any real property

interest(s) reasonably necessary for the District to complete any portion of ARTA’s Regional Transportation System Improvements, including but not limited to fee simple title, easements, licenses, or any other property interest, ARTA agrees it will dedicate or convey such property interest(s) to the District, or the appropriate accepting jurisdiction, at no cost to the District or such accepting jurisdiction, such dedication or conveyance to be completed by any mutually agreeable means.

6.3.4. In the event ARTA does not own and/or control an identified real property interest reasonably necessary for the District to complete any portion of ARTA’s Regional Transportation System Improvements, including but not limited to fee simple title, easements, licenses, or any other property interest, ARTA agrees it will in good faith cooperate with the District to cause such property interest(s) to be dedicated and/or conveyed to the District, or the appropriate accepting jurisdiction, at no cost to the District or such accepting jurisdiction, regardless whether such property interest(s) is/are owned and/or controlled by another metropolitan district or entity related to ARTA, or an unrelated third party.

7. Termination and Replacement of Prior Project Agreement. The Prior Project Agreement is hereby terminated and replaced in its entirety by the provisions of this Agreement. As of the Effective Date, the Parties shall no longer have any rights, duties or obligations whatsoever under the Prior Project Agreement.

8. No Multi-Fiscal Year Obligation; Annual Appropriations; ARTA. It is hereby agreed and acknowledged that while this Agreement evidences an intent of ARTA to issue the ARTA Bonds, to undertake the planning, design, funding, construction and/or completion of the Projects, and to reimburse the District for costs incurred by the District for the planning, design, funding, construction and/or completion of the Projects, if any, all as further set forth herein, this Agreement shall not constitute or be interpreted as constituting a debt or indebtedness of ARTA within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation of ARTA, and the issuance of the ARTA Bonds, appropriation and expenditure of funds for the Projects, and the making of any reimbursement hereunder shall be at all times subject to the annual appropriations by ARTA’s Board of Directors. ARTA may reimburse to the District Actual Project Costs, if any, consistent with the provisions of this Agreement, with any legally available funds of the ARTA. Nothing herein is intended to be or shall be deemed or construed to create a “contract” or “other obligation” within the meaning of Section 5.02 of the Establishing Agreement.

9. No Multi-Fiscal Year Obligation; Annual Appropriations; District. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District is a political subdivision of the State of Colorado and, as such, any and all financial obligations of the District described hereunder are subject to annual budget and appropriations requirements of applicable law.

10. Project Responsibility; Contractors. Any and all contractors contracted by ARTA or the District to complete any portion of the Projects at any time shall be the contractors and/or

agents of ARTA or the District, respectively, only, and shall not be considered or interpreted to be contractors or agents of the other.

11. Relationship of the Parties. The Parties shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with each other, other than as contracting parties.

12. Term. This Agreement shall be effective as of the Effective Date set forth above and shall terminate upon the final completion of all of the Projects and the reimbursement to the District of all amounts owed to the District for completion of the Projects, if any, as provided herein.

13. Dispute Resolution. In the event either of the Parties reasonably objects in whole or in part to the other Party's performance of its duties pursuant to this Agreement or to any other matter related to the provisions of this Agreement, expressly excluding any material breach or default, the Parties agree they shall use commercially reasonable efforts to meet and confer in good faith to resolve such reasonable objection as soon as practicable, including but not limited by engaging in third party mediation or engaging in some other form of mutually agreed upon alternative dispute resolution. If, despite their commercially reasonable and good faith efforts, the Parties are unable to resolve any such reasonable objection within thirty-five (35) days after the date that such reasonable objection has been received, the Parties may seek any remedies available pursuant to this Agreement.

14. Covenant of Good Faith and Fair Dealing. The Parties agree to act in good faith in dealing with one another, carrying out their responsibilities, and performing their obligations pursuant to this Agreement. Each Party hereby covenants to the other that it shall not undermine the rights or obligations of the other Party hereto with respect to the Agreement and it will cooperate with the other in achieving the purposes of this Agreement.

15. Default/Remedies. In the event of a material breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity after the provision of thirty-five (35) days prior written notice of the alleged breach or default to the other Party; provided the Parties waive any claims against each other for consequential damages arising out of or relating to this Agreement, including, but not limited to, special, incidental, consequential, or punitive damages of any kind arising out of or related to the performance or non- performance of the Agreement, and regardless of whether such losses, damages or liability arises from breach of contract or warranty, tort (including negligence), strict liability or otherwise. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

16. Notices and Communications. All notices, statements, demands, requirements, approvals or other communications and documents ("**Communications**") required or permitted to be given, served, or delivered by or to any Party or any intended recipient under this Agreement shall be in writing and shall be given to the applicable address set forth below ("**Notice Address**").

Communications to a Party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such Party’s Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such Party’s Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such Party at such Party’s Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or sent electronically to the number or address designated in such Party’s Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Addresses for each Party are as follows:

If to ARTA: Aerotropolis Regional Transportation Authority
c/o CliftonLarsonAllen LLP
Attention: Lisa Johnson
8390 E. Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
Phone: (303) 779-4525
Fax: (303) 773-2050
Email: Lisa.Johnson@claconnect.com

With copies to: Spencer Fane LLP
Attention: Tom George
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203
Phone: (303) 839-3800
Email: tgeorge@spencerfane.com

If to District: Icenogle Seaver Pogue, P.C.
Attention: Jennifer L. Ivey
4725 S. Monaco Street, Suite 360
Denver, Colorado 80237
Phone: (303) 867-3003
Email: jivey@isp-law.com

17. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

18. Entire Agreement; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver. This Agreement, the Prior Project Agreement, and the ARI Mill Levies IGA as referenced and incorporated herein, constitute the entire agreement among the Parties hereto pertaining to the subject matter hereof. No change or addition is to be made to this Agreement except by written amendment executed by the Parties. The headings, captions and titles

contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by one of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party, shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

19. Governing Law; Venue. This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado. Any legal dispute arising hereunder shall be tried and heard in the District Court for the County of Adams, State of Colorado.

20. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

21. Assignment; Binding Effect. Except as expressly permitted under this Agreement, none of the Parties hereto may assign any of their rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in each Party's sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted assigns.

22. Counterparts; Copies of Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered by electronic means, and execution and delivery of the signature page by such methods will be deemed to have the same effect as if the original signature had been delivered to the other Party.

23. Computation of Time Periods. All time periods referred to in this Agreement shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday or a national holiday.

24. No Waiver of Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

25. Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person or entity other than the Parties 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 any and all provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. It is the express intention of the Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.

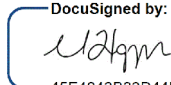
26. No Personal Liability. No elected official, director, officer, agent or employee of either Party shall be charged personally or held contractually liable by or under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted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

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties have executed this INTERGOVERNMENTAL AGREEMENT REGARDING REGIONAL TRANSPORTATION SYSTEM PROJECT FUNDING AND CONSTRUCTION as of the Effective Date first set forth above.

Approved unanimously by vote of the Board of Directors of the Aerotropolis Regional Transportation Authority on September 22, 2021.

AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY,
a political subdivision and body corporate of the State of Colorado formed pursuant to C.R.S. Section 43-4-601

By:  DocuSigned by:
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Name: Matthew Hopper

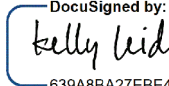
Title: Chairman

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 6, a political subdivision and quasi-municipal corporation of the State of Colorado

By:  DocuSigned by:
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Name: Brandon Wyszynski

Title: President

ATTEST:  DocuSigned by:
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Kelly Leid, Secretary/Treasurer

Certificate Of Completion

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Client Number: 011-045387-OS01-2021	
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Document Pages: 19	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Kathy Suazo
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Kathy.Suazo@claconnect.com
	IP Address: 67.137.57.251

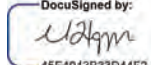
Record Tracking

Status: Original	Holder: Kathy Suazo	Location: DocuSign
10/18/2021 11:43:01 AM	Kathy.Suazo@claconnect.com	

Signer Events

Matt Hopper
 matt@summit-strategies.net
 Security Level: Email, Account Authentication (None)

Signature

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 Signature Adoption: Uploaded Signature Image
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 Signed using mobile

Timestamp

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 Signed: 10/22/2021 5:35:56 AM

Electronic Record and Signature Disclosure:
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Brandon Wyszynski
 Bwyszynski@oakwoodhomesco.com
 Board President
 Security Level: Email, Account Authentication (None)

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Kelly Leid
 kleid@oakwoodhomesco.com
 Board Member
 Security Level: Email, Account Authentication (None)

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	10/22/2021 4:31:56 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

GREEN VALLEY RANCH EAST (GVRE) INFRASTRUCTURE FUNDING AGREEMENT

Summary of Issue and Discussion

Victor Rachael, Deputy Director Public Works Engineering gave a brief presentation on the agreement.

Staff has been conducting meetings with a team of developers, and their attorneys to discuss possible alternatives for the financing of transportation infrastructure. Council approved an agreement to establish the South Aurora Regional Improvement Authority to address infrastructure considered regional/sub-regional serving a large area of the city. The discussions with this team have included alternatives for funding infrastructure, including local infrastructure necessary to serve individual developments.

Current city policy requires transportation improvements to be completed prior to issuance of Certificate of Occupancy for adjacent development. This is a reasonable approach in many situations, such as for a single lot commercial or smaller residential development. However, when applied to a large master planned residential or mixed-use project, it may cause an undue financial burden for the developer or metro district as the infrastructure is constructed in advance of actual need and taxpayers to support the costs.

There is agreement that the obligation for infrastructure should remain a requirement of adjacency. However, an acceptable alternative approach to address the concerns raised is to identify triggers within the Public Improvement Plan of the master planned development. The triggers can be based on specific traffic impacts as the development is built out and the identification of when the infrastructure is actually needed, not by adjacency alone. This would also take into account phasing of lanes for some of the larger roads that may not be required of a development until full build-out. In order to assure funds are available for construction of the necessary infrastructure when the triggers are met, it has been determined that there must also be a financing plan documenting the reservation of funds for the individual improvements as part of the Public Improvement Plan approved by the city.

This same model was approved for the Adonea Residential development by the M&F Committee in August 2017 and City Council in December 2017.

The Green Valley Ranch East (GVRE) Infrastructure Funding Agreement utilizes the previously approved agreement for Adonea as the model. The GVRE project is located north of 38th Avenue and east of Picadilly. Design plans were approved in late 2019 and construction began on this project in early 2020. Demand for residential units remains strong and construction continues to advance. Clayton Properties Group II, Inc. (formerly Oakwood Homes) has plans for additional phases/filings within this development that are currently under review by the city and Clayton expects to begin construction soon in those areas.

The agreement is between the City, the Second Creek Metro District and Clayton Properties Group. The agreement ensures that the appropriate funding will be available at the time the required public improvements will need to be constructed by establishing an impact fee to be collected by the metro district from the builder at the time of building permit for each lot. The calculation of the impact fee is based on cost estimates of the actual public improvement work to be completed within each segment divided by the number of lots. The monies collected will be

deposited into an escrow account managed by the metro district, but available to the city if the developer/builder were to not perform in completing the public improvements as required.

CM Marcano noted the impact fee cost is based on strictly by dividing the number of lots and he asked if there will be a difference in lot sizes and also has it been considered to adjust the formula, so that it's based on lot size which is a pretty good predictor for future cost of a home, so that its spread more equitably than strictly equally. V. Rachael replied this agreement was mirrored after the Adonea agreement which did not have adjustment for lot size. The northern part under current development of GVRE is a retirement community and the vast majority are single family homes but to your point the lot sizes do vary and it hasn't been taken into consideration but it's something certainly we're willing to discuss with the developer to see if that can be accommodated.

CM Marcano stated if my colleagues are alright with that, I liked to see if that's a conversation you could have with the developer.

CM Gruber said I have a bit of an issue with that. What we're talking about is a transportation fee and once we are applying different amounts of money for different lot sizes it goes from a fee to a tax. I think we need to be careful to make sure that the fees apply equally and not distributed based on any type of economic analysis or any other type of economic situation. Otherwise like I said it will turn into a tax so my recommendation would be not to do that, and we move forward with the way it is.

CM Gardner said I was actually going to ask the same question regarding a fee being charged differently for different homes. Is there a Tabor issue? And does it turn into a tax? Hans can you answer that? Or maybe that's something to study in the future, but I did have the same concern.

H. Hernandez replied, we have to be very careful with fees as necessary for a service that has been provided. There were several cases in the City of Fort Collins. Fort Collins was allowed a little bit of a leeway when they said we'll have more property that faces the front of the road however you will need to pay a bit more because you use more of the road. But that was as far as they were authorizing the city to go because you're correct if you go beyond that it becomes a tax and it's based on something different. So if need be, we can take a look at the question but overall you're correct. Fees have to be set based on the impact or the service to be provided and if you change it instead of looking at older economic consideration it could be challenged as a tax and we don't want that.

CM Marcano stated I would like to get a clearer direction as far as how we could potentially go. H. Hernandez replied I do have a memorandum with fees that I can send to you CM Marcano but the overall answer to your question will probably be no, because fees are very particular and they don't want us to think of using them because they turn into taxes and then it becomes subject to a challenge. However, let me send you the Memorandum and if you have further questions from there, I then can address them.

Outcome

The Committee recommended this item be moved forward to Study Session.

Follow-up Action

Staff will forward this to Study Session, September 14, 2020



CITY OF AURORA

Council Agenda Commentary

Item Title: Snow Removal Resolution
Item Initiator: Greg Hays, Budget Officer
Staff Source/Legal Source: Jason Batchelor, Deputy City Manager /Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.1--Ensure the delivery of high quality services to residents in an efficient and cost effective manner

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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.)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO PRESERVE AND RE-APPROPRIATE BUDGET FOR SNOW AND ICE REMOVAL INCLUDING THE COSTS FOR RESIDENTIAL SNOW PLOWING

Sponsor: Françoise Bergan, Council Member

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

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

N/A

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

This resolution directs the city manager to include an item in the Budget Supplemental process to re-appropriate any unspent appropriation from the prior year's budget for snow and ice removal within the city's general fund, beginning with the 2024 Budgets Supplemental process, to cover the cost of the snow and ice removal including the City's residential neighborhoods to the extent the budget allows.

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.)

Existing snow removal budget is in org 25030. Any unexpended funds will be re-appropriated annually.

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to support the Resolution?

LEGAL COMMENTS

The city charter requires that the city manager shall keep the city council advised of the financial condition, future needs of the city, and the overall general condition of the city, and shall make such recommendations to the council for adoption as deemed necessary or expedient. The city council also has the inherent

authority to direct the city manager in matters related to the budget. (*See*, Aurora City Charter Art. 7-4 (f)). (Hernandez).

RESOLUTION NO. R2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO PRESERVE AND RE-APPROPRIATE BUDGET FOR SNOW AND ICE REMOVAL, INCLUDING THE COSTS FOR RESIDENTIAL SNOW PLOWING

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has the authority to direct the City Manager in matters related to financial and budgetary activities of the City; and

WHEREAS, Council has expressed its desire to address snow removal in residential neighborhoods within the City; and

WHEREAS, Council includes monies each year in the annual budget to fund snow and ice removal in the City, and those funds accrue to the ending balance of the General Fund if not spent in the year appropriated; and

WHEREAS, the City Council finds and determines that it is in the City and its citizens’ best interest to direct the City Manager to reallocate any unspent snow removal appropriation back to snow and ice removal activities as expressed in this resolution.

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

Section 1. Beginning with the 2024 Budget Supplemental process, the City Manager is hereby directed to include an item to re-appropriate any unspent appropriation from the prior year’s budget for snow and ice removal within the City’s general fund to cover the cost of the snow and ice removal including the City’s residential neighborhoods to the extent the budget allows.

Section 2. The City Manager, the Director of Finance, and the Budget Officer are hereby authorized to take whatever action is necessary to implement and carry out this directive.

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

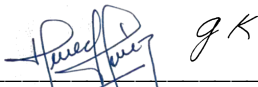
RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



HANOSKY-HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Resolution to set a Public Hearing for Majestic Commercenter II as a Blighted Area Designation
Item Initiator: Andrea Amonick, AURA Manager
Staff Source/Legal Source: Jennifer Orozco, Senior Development Project Manager / Rachel Allen, Manager of Client Services, City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ORDERING THAT A PUBLIC HEARING BE CONDUCTED REGARDING THE DESIGNATION OF THE PROPOSED MAJESTIC COMMERCENTER II URBAN RENEWAL AREA AS A BLIGHTED AREA APPROPRIATE FOR URBAN RENEWAL

Sponsor: Françoise Bergan, Council Member

Jennifer Orozco, Senior Development Project Manager, Planning and Development Services / Rachel Allen, Manager of Client Services, City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

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

Aurora Urban Renewal Authority (AURA) Board, August 22, 2022: Staff brought forward a request from a developer to initiate a blight study as a first step in considering a potential urban renewal area.

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

In mid-2022 Majestic Realty Company approached AURA staff requesting consideration of an urban renewal area and an incentive to redevelop approximately 418 acres of their property located between Picadilly Road and E-470 from East 26th Drive to East 38th Avenue. The property is immediately east of Majestic Commercenter and is currently vacant, apart from the recently-constructed Shamrock Foods facility (see attached map).

Majestic Realty has plans for up to 5,250,000 SF of new industrial/flex space on the property. However, further build-out in the area will require significant public improvements totaling \$22.5 million:

1. Improving or replacing the Picadilly bridge;
2. Improving First Creek by realigning the channel corridor and constructing a regional trail; and
3. **Constructing a regional detention pond at the property's southeast corner.**

Staff sought the AURA Board's direction on August 22, 2022, prior to proceeding with a blight study. The AURA Board requested staff to initiate a conditions survey as a first step in the process of authorizing creation of an urban renewal area and potentially negotiating a Public Financing and Redevelopment Agreement (PFRA) to assist in the expeditious financing for the necessary public improvements.

Staff retained a consultant, SEH, to conduct an independent blight study, funded by Majestic Realty. SEH visited the site in October 2022, and issued the following Conditions Survey (attached), dated November 2, 2022.

Colorado's Urban Renewal Law (C.R.S. 31-25-101 to 116) defines eleven factors, four of which must be identified within a defined area before an Urban Renewal Project or Plan can be established and adopted. In the event there is no objection by the property owner(s) and the tenant(s) to the inclusion of their property within an urban renewal plan area, then only one blighting factor need be identified for Council to determine the area is eligible for renewal projects and activities.

In the Majestic Commercenter II Conditions Survey, the consultant identified the following five blighting factors (per C.R.S. 31-25-103.2) within the area:

- **Factor 2: Predominance of Defective or Inadequate Street Layout;**
- **Factor 3: Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness;**
- **Factor 4: Unsanitary or Unsafe Conditions;**
- **Factor 6: Unusual Topography or Inadequate Public Improvements or Utilities; and**
- **Factor 11: The existence of Health, Safety, or Welfare Factors Requiring High Levels** of Municipal Services or substantial Physical Underutilization or Vacancy of Sites, Buildings, or other Improvements.

The report includes the detailed findings. Blighting factors have been mapped to illustrate the location of the observed conditions. SEH concluded: **"Based upon our field observations and analysis, this report finds that the surveyed area meets the Act's statutory minimum of blighting factors required to designate the proposed Majestic Commercenter II Urban Renewal Plan as an urban renewal project eligible for urban renewal activities."**

Should Council agree with this conclusion and finding, Council may declare the area "blighted" and "appropriate for an urban renewal project" (C.R.S. 31-25-103). This blight designation would allow staff to proceed with drafting an urban renewal plan, evaluating the fiscal impacts and potential tax increment generation, and negotiating with the taxing jurisdictions.

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.)

There is no direct fiscal impact from the Council declaration of blight. However, declaration of blight is a prerequisite for the eventual adoption of an urban renewal plan and establishment of a Tax Increment Financing (TIF) area. Although a new urban renewal plan/area takes considerable staff effort and time (12-18 months) to negotiate and process, there are no direct revenue or budgetary impacts unless a plan and incentive agreement are ultimately adopted.

The developer asserts that financing public improvements with metropolitan district bonds, supported by a pledge of tax increment financing (TIF) revenue, would enable the developer to begin construction more expeditiously, ensuring timely site redevelopment and bringing additional property taxes and jobs to the area more quickly.

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

The workload impact is absorbable with current staff.

QUESTIONS FOR COUNCIL

Does Council wish to set a Public Hearing to consider Majestic Commercenter II as a blighted area within the meaning of the Urban Renewal Law and thus appropriate for an urban renewal project?

LEGAL COMMENTS

The Authority shall not undertake an urban renewal project for an urban renewal area within the City unless, **based on evidence presented at a public hearing, the City Council of the City ("Council"), by resolution, has** determined such area to be a blighted area and designated such area as appropriate for an urban renewal project. (Section 31-25-107(1), C.R.S.). Once an area is determined to be a blighted area and, as a result, is designated as appropriate for urban renewal, Council shall hold a public hearing on the adoption of an urban renewal plan for the redevelopment of such area. (Section 31-25-107(3), C.R.S.) (Allen)

RESOLUTION NO. R2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ORDERING THAT A PUBLIC HEARING BE CONDUCTED REGARDING THE DESIGNATION OF THE PROPOSED MAJESTIC COMMERCCENTER II URBAN RENEWAL AREA AS A BLIGHTED AREA APPROPRIATE FOR URBAN RENEWAL

WHEREAS, the Aurora Urban Renewal Authority (the "Authority") has been duly organized and is validly existing as a Colorado urban renewal authority in the City of Aurora, Colorado (the "City"), under Part 1 of Article 25 of Title 31, C.R.S. (the "Urban Renewal Law"); and

WHEREAS, pursuant to Section 31-25-107(1), C.R.S., the Authority shall not undertake an urban renewal project for an urban renewal area within the City unless, based on evidence presented at a public hearing, the City Council of the City (the "Council") has determined such area to be a blighted area and designated such area as appropriate for an urban renewal project; and

WHEREAS, the property comprising the proposed Majestic Commercenter II Urban Renewal Area is located within the boundaries of the City on property more particularly described in the map attached to and incorporated in this Resolution as Exhibit A (the "Area"); and

WHEREAS, the Majestic Commercenter II is proposed to include industrial/flex space on a 418-acre parcel that is currently vacant land; and

WHEREAS, the Authority directed staff to commission a blight study of the Area, which study notes the presence of the following blight factors in the Area:

- (a) Predominance of defective or inadequate street layout;
- (b) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (c) Unsanitary or unsafe conditions;
- (d) Unusual topography or inadequate public improvements or utilities; and
- (e) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization of sites, buildings, or other improvements; and

WHEREAS, based upon the findings of the study, staff believes that the Area is blighted and appropriate for urban renewal.

WHEREAS, the Council finds and determines that it is in the best interests of its citizens to honor the Authority's request.

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

Section 1. The Council orders that a public hearing be held at the City Council Chambers, Aurora Municipal Center, 15151 East Alameda Parkway, Aurora, Colorado, on Monday April 10, 2023, at the hour of 6:30 p.m., or as soon thereafter as possible, for the purpose of determining whether the area under consideration for designation as the Majestic Commercenter II Urban Renewal Area is a blighted area within the meaning of the Urban Renewal Law and is thus appropriate for an urban renewal project.

Section 2. The Council directs that notice of the public hearing be given by publication in the *Aurora Sentinel*. Such notice shall be in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution. The Council further directs that written notice of the public hearing be mailed to all owners of private property in the conditions survey area at their last known address of record.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are expressly rescinded to the extent of such conflict.


RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

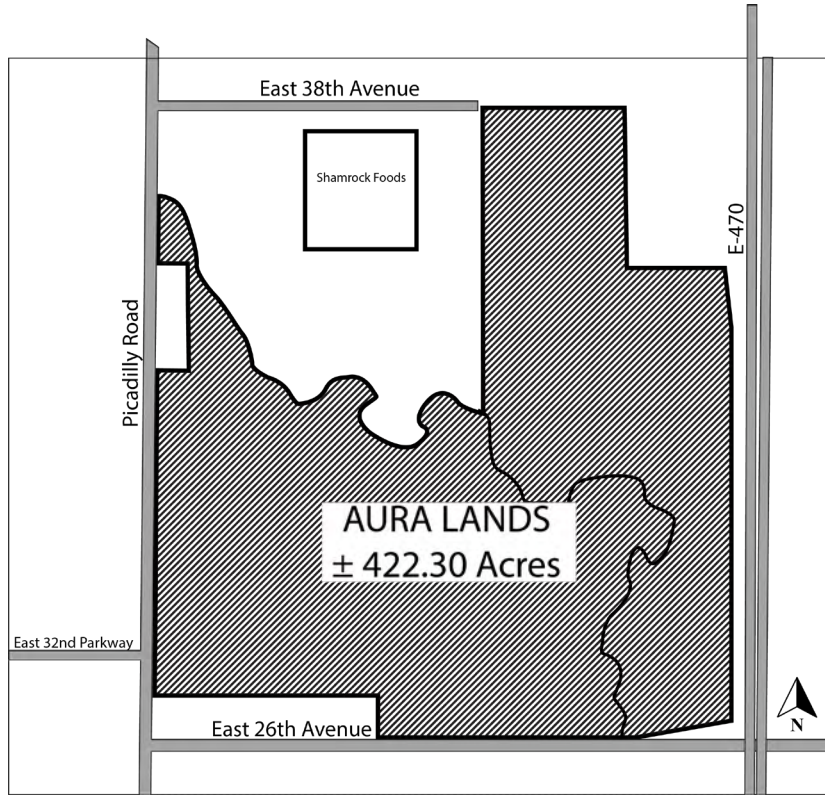
APPROVED AS TO FORM:



RACHEL ALLEN, Client Group Manager

Exhibit A

DEPICTION AND LEGAL DESCRIPTION OF MAJESTIC COMMERCENTER II LANDS



A PORTION OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN; COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SAID SECTION 25 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER SECTION 25 TO BEAR NORTH 89°33'37" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 89°33'37" EAST, ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF PICADILLY ROAD AND THE **POINT OF BEGINNING**;

THENCE NORTH 89°33'37" EAST CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 2,611.78 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 89°32'32" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 1,321.75 FEET;

THENCE SOUTH 00°13'08" EAST, A DISTANCE OF 1,324.11 FEET;

THENCE NORTH 89°32'39" EAST, A DISTANCE OF 931.29 FEET TO THE WESTERLY RIGHT-OF-WAY OF HIGHWAY E-470 AS DESCRIBED IN BOOK 5414 AT PAGE 645 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING FOUR (4) COURSES;

1. SOUTH 03°48'50" EAST, A DISTANCE OF 427.14 FEET;
2. SOUTH 00°00'02" WEST, A DISTANCE OF 3,372.10 FEET;
3. SOUTH 83°34'42" WEST, A DISTANCE OF 1,006.75 FEET;
4. SOUTH 00°29'32" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE;

THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 89°30'28" WEST, A DISTANCE OF 1,267.94 FEET;
2. SOUTH 89°31'54" WEST, A DISTANCE OF 745.69 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 912 AT PAGE 77 IN SAID RECORDS;

THENCE NORTH 00°10'59" WEST A DISTANCE OF 361.50 FEET;

THENCE SOUTH 89°31'54" WEST A DISTANCE OF 1,867.71 FEET TO SAID EAST RIGHT-OF-WAY LINE OF PICADILLY ROAD;

THENCE NORTH 00°11'05" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 2,258.23 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION 25;

THENCE NORTH 00°10'52" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 462.51 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 336 AT PAGE 469 IN SAID RECORDS;

THENCE NORTH 89°34'28" EAST, A DISTANCE OF 300.36 FEET;

THENCE NORTH 00°11'05" WEST, A DISTANCE OF 862.50 FEET;

THENCE SOUTH 89°32'44" WEST, A DISTANCE OF 300.31 FEET TO SAID EAST RIGHT-OF-WAY LINE OF PICADILLY ROAD;

THENCE NORTH 00°10'52" WEST, ALONG EAST RIGHT-OF-WAY LINE A DISTANCE OF 1,324.68 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 538.415 ACRES, (23,453,361 SQUARE FEET), MORE OR LESS.

LESS AND EXCEPT:

Lot 1, Block 1, Majestic Commercenter II Subdivision Filing No. 1, recorded on February 24, 2021 in the real property records of the Clerk and Recorder of Adams County, Colorado at Reception No. 2021000022063.

NOTICE OF PUBLIC HEARING

ON WHETHER THE PROPERTY COMPRISING MAJESTIC COMMERCENTER II IS A BLIGHTED AREA AND THUS APPROPRIATE FOR AN URBAN RENEWAL PROJECT

NOTICE IS HEREBY GIVEN pursuant to the requirements of the Urban Renewal Law, Section 31-25-101, et seq., C.R.S., that the City Council of the City of Aurora, Colorado will hold a public hearing at the City Council Chambers, Aurora Municipal Center, 15151 East Alameda Parkway, Aurora, Colorado on Monday, April 10, 2023, at the hour of 6:30 p.m., on or as soon thereafter as possible, on whether the property comprising Majestic Commercenter II is a blighted area within the meaning of the Urban Renewal Law and thus appropriate for an urban renewal project.

The property comprising Majestic Commercenter II is generally located east of Picadilly Road to E-470 and north of East 26th Drive to East 38th Avenue.

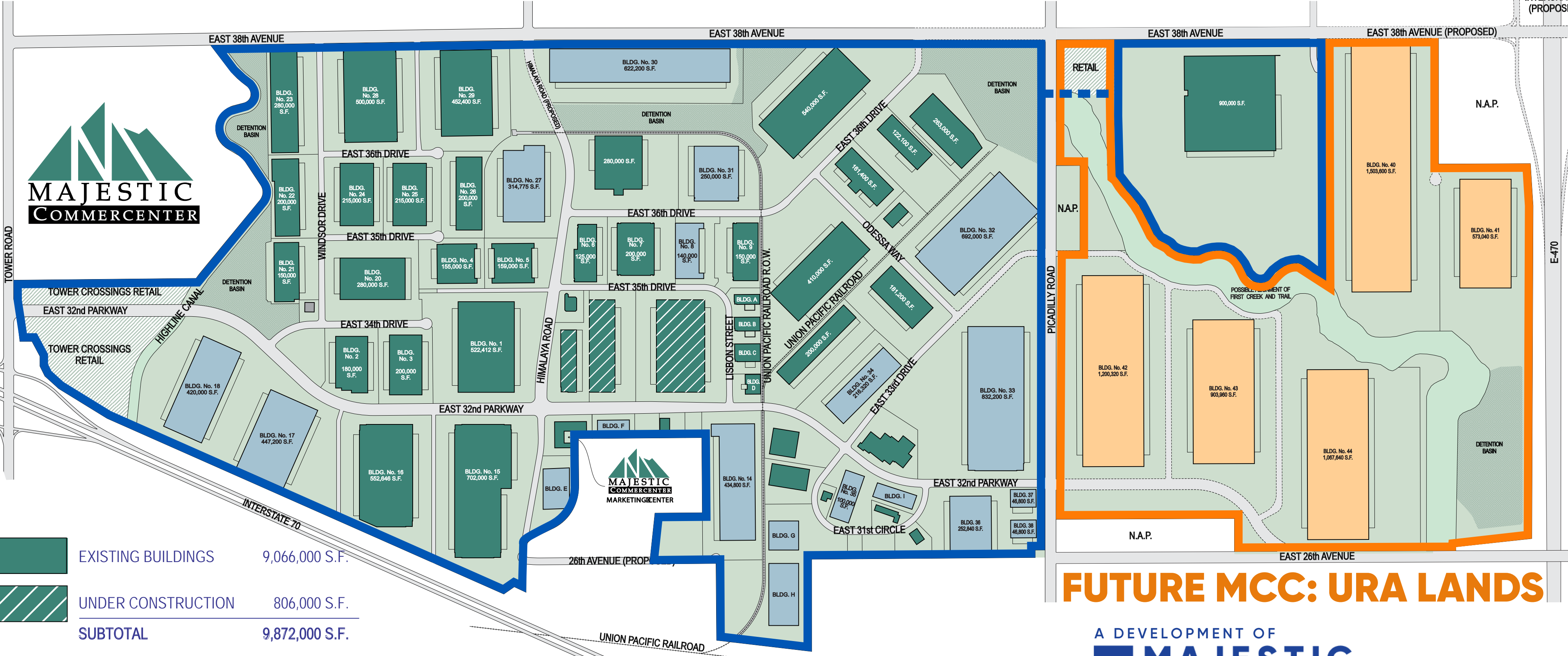
All interested persons are invited to attend the public hearing. Individuals wishing to address any of the above matters must sign in at the Council Chambers on the evening of the public hearing prior to the commencement of the Council meeting.

Copies of the Blight Study and map for the property comprising Majestic Commercenter II are on file and available for inspection during normal business hours at the Department of Planning and Development Services in Suite 2300 of the Aurora Municipal Center. For additional information regarding the public hearing and the matters to be considered, please contact Jennifer Orozco, Senior Project Manager, at 303-739-7483.

CITY OF AURORA, COLORADO
By: /s/ KADEE RODRIGUEZ
City Clerk

EXISTING MCC: NON-URA LANDS

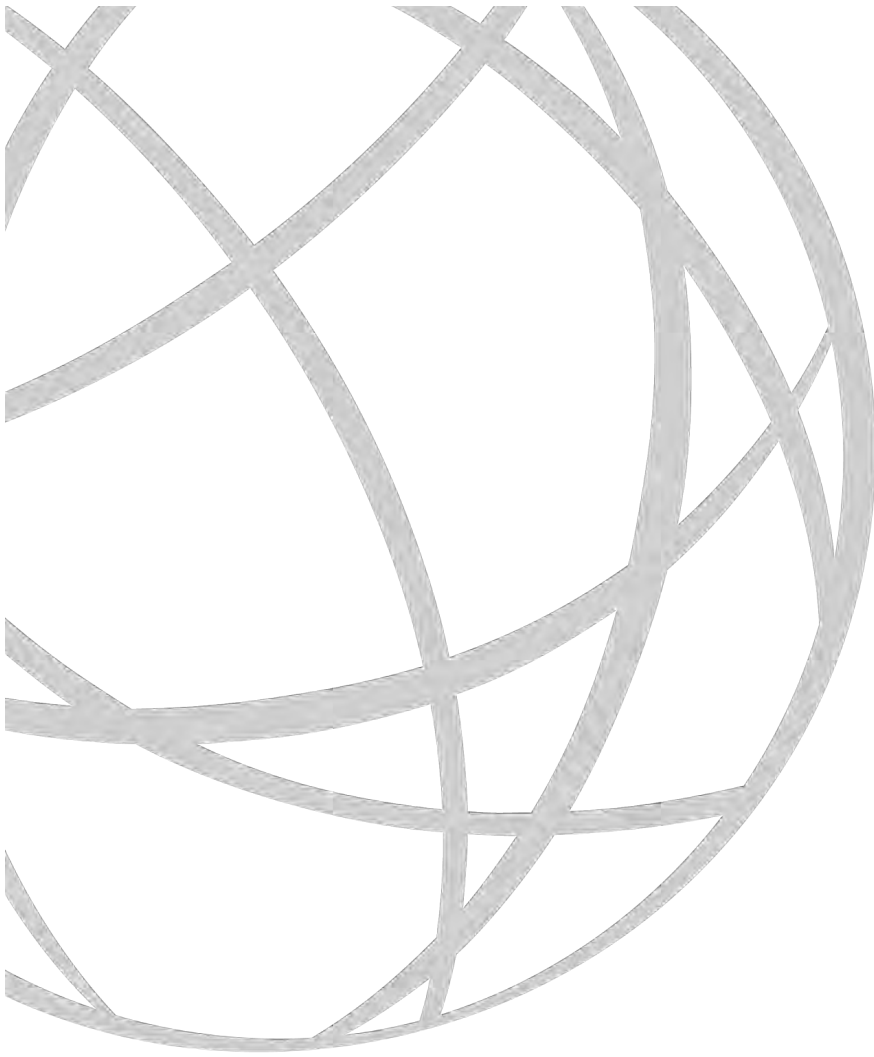
E. 38th AVE./E-470 INTERCHANGE (PROPOSED)



	EXISTING BUILDINGS	9,066,000 S.F.
	UNDER CONSTRUCTION	806,000 S.F.
SUBTOTAL		9,872,000 S.F.
	PROPOSED BUILDINGS	10,500,000 S.F.
	West of Picadilly - 5,250,000 S.F.	
	East of Picadilly - 5,250,000 S.F.	
GRAND TOTAL		20,372,000 S.F.

FUTURE MCC: URA LANDS





Aurora Urban Renewal Authority
Majestic Commercenter II: Conditions Survey
The City of Aurora, Colorado

169922 | November 2, 2022



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists



November 2, 2022

Aurora Urban Renewal Authority
The City of Aurora, Colorado

Dear Aurora Urban Renewal Authority Board of Commissioners,

The following conditions survey report is intended to assist the Aurora Urban Renewal Authority (AURA) with identifying and cataloging conditions that may be arresting sound development from occurring throughout a specific area in town. This area tentatively named the “Majestic Commercenter II Urban Renewal Plan” since it is being considered for a future urban renewal project.

The proposed Majestic Commercenter II Urban Renewal Plan will encompass approximately 418 acres that includes 1 parcel. The parcel is currently vacant and without any building improvements. The land is assessed agricultural and features four oil and gas wells. This conditions survey evaluates the area in its entirety.

The conditions survey report has been prepared based upon the application of Colorado’s Urban Renewal Law under C.R.S. 31-25 Part I, more specifically §§ 101 to 116 (the “Act”). The report includes a description of each blighting factor for identification pursuant to the Act and an identification of those factors observed, identified, and found to exist within the proposed plan area. Blighting factors have also been mapped to illustrate the location of these observed conditions and the parcels they impact.

Based upon our field observations and analysis, this report finds that the surveyed area meets the Act’s statutory minimum of blighting factors required to designate the proposed Majestic Commercenter II Urban Renewal Plan as an urban renewal project eligible for urban renewal activities.

Sincerely,

Andrew Arnold, AICP
Associate | Economic Development
Short Elliott Hendrickson, Inc (SEH®)

CC: Jennifer Orozco

Executive Summary

The Majestic Commercenter II Urban Renewal Plan Conditions Survey:

A conditions survey report is required by Colorado's Urban Renewal Law to examine the existence of specific conditions that contribute to making an area within the community “blighted”, and therefore eligible for urban renewal treatment. The conditions survey is the first step in the process of either establishing an Urban Renewal Authority within a municipality or creating an urban renewal plan for a specific geographical area of that municipality.

An urban renewal plan area, also known as an urban renewal project, is defined by state statute to mean “a slum area, or blighted area, or combination thereof, which the local governing body designates as appropriate for an urban renewal project” (C.R.S. 31-25-103). The process to designate an urban renewal plan is organized under Colorado Urban Renewal Law (C.R.S. 31-25-101 to 116).

For an urban renewal plan to be established and adopted, a specific geographic area within the community must be found to exhibit certain conditions. These conditions are known as “blighted area factors” and these factors must be cataloged before urban renewal projects and activities can commence. The process of surveying for the presence of blighting factors is part of conducting a conditions survey, a report that carefully analyzes a geographic area to determine the existence of factors that, “substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.” (C.R.S. 31-25-103.2)

A conditions survey does not create a new Urban Renewal Plan or Urban Renewal Project. The conditions survey is merely a starting point for that process, one that is required before the Aurora Urban Renewal Authority can designate a specific plan area, evaluate its fiscal impacts and potential tax increment generation, and adopt its Urban Renewal Plan. The conditions survey’s purpose is to evaluate the proposed URA plan area and determine if it meets the statutorily required threshold of blighted area factors. Colorado’s Urban Renewal Law defines eleven factors, four of which must be identified before an Urban Renewal Project or Plan can be established and adopted. In the event that there is no objection by the property owner(s) and the tenant(s) to the inclusion of their property within an urban renewal plan area, then only one blighting factor need be identified for that area to become eligible for renewal projects and activities.

The proposed Majestic Commercenter II Urban Renewal Plan area was carefully surveyed using a holistic analysis. Observations were taken during a field visit that identified the presence of statutorily defined blighting factors throughout the area. These observations were supplemented with background research on the site and market characteristics. This report thoroughly reviewed both City and County planning documents, as well as assessment information that could help identify blighting factors that were not easily observable during the site visits.

This conditions survey’s conclusion is that the proposed Majestic Commercenter II Urban Renewal Plan area exhibits the necessary number of blighting factors to make it eligible for an urban renewal project or plan area according to state statute. This conditions survey identified five (5) blighting factors within the area, listed in the table below:

MCC II URA Plan Conditions Survey - Blighted Area Factors Cataloged	
Blighted Area Factor # (C.R.S. 31-25-103.2 List Label)	Definition
Factor 2	Predominance of Defective or Inadequate Street Layout
Factor 3	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness
Factor 4	Unsanitary or Unsafe Conditions
Factor 6	Unusual Topography or Inadequate Public Improvements or Utilities
Factor 11	The existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or substantial Physical Underutilization or Vacancy of Sites, Buildings, or other Improvements

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Aurora Urban Renewal Authority

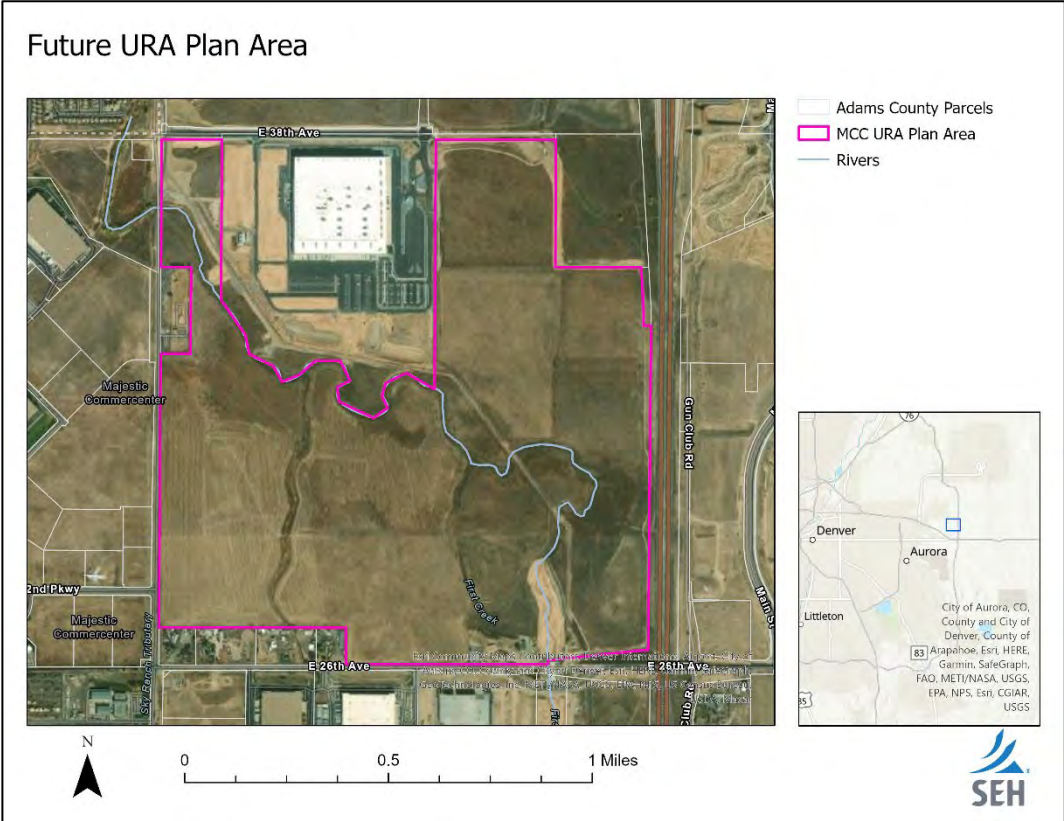
Majestic Commercenter II: Conditions Survey

Prepared for the AURA Board of Commissioners

1 The Majestic Commercenter II Urban Renewal Plan Summary

1.1 Survey Area

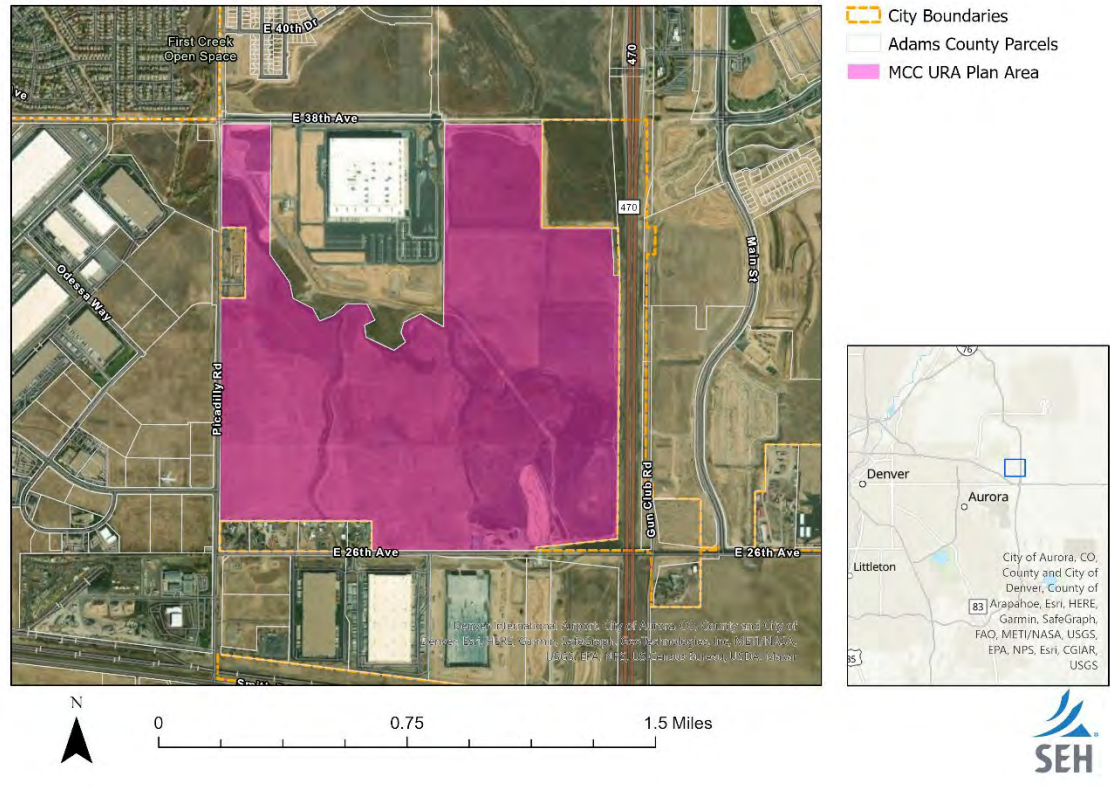
The Majestic Commercenter II Urban Renewal Plan’s proposed boundary encompasses 418 acres within the City of Aurora’s limits. Only one parcel . This parcel and its surrounding ROW form this Conditions Survey’s boundary.



Survey Boundary Statistics

MCC URA Survey Boundary	Totals
Number of Total Acres	418
Parcel Acreage	418
Number of Parcels	1

MCC Urban Renewal Plan Conditions Survey Map



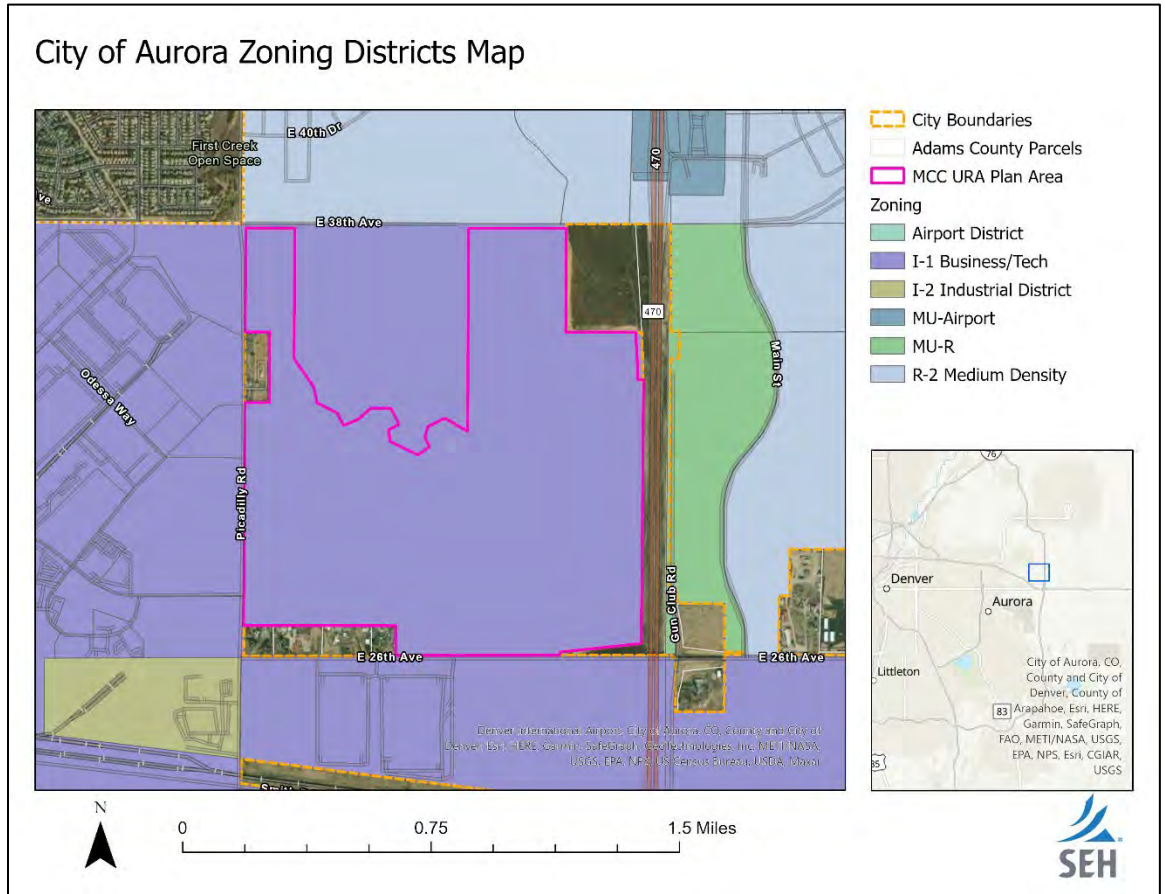
1.2 Zoning Districts

The Majestic Commercenter II Urban Renewal Plan survey boundary includes 1 parcel that is zoned I-1 Business/Tech District. This zoning district will regulate the redevelopment that will be permitted throughout the Majestic Commercenter II urban renewal project.

A summary of the zoning district's acreage, number of parcels, and assessed value has been included in the table below. The location of this zoning district relative to the survey boundary is illustrated in the map below.

Zoning Districts Statistics

Zoning District Statistics			
Zoning District Code	Number of Parcels	Estimated Acreage	Estimated Assessed Value
I-1	1	418	\$7,190



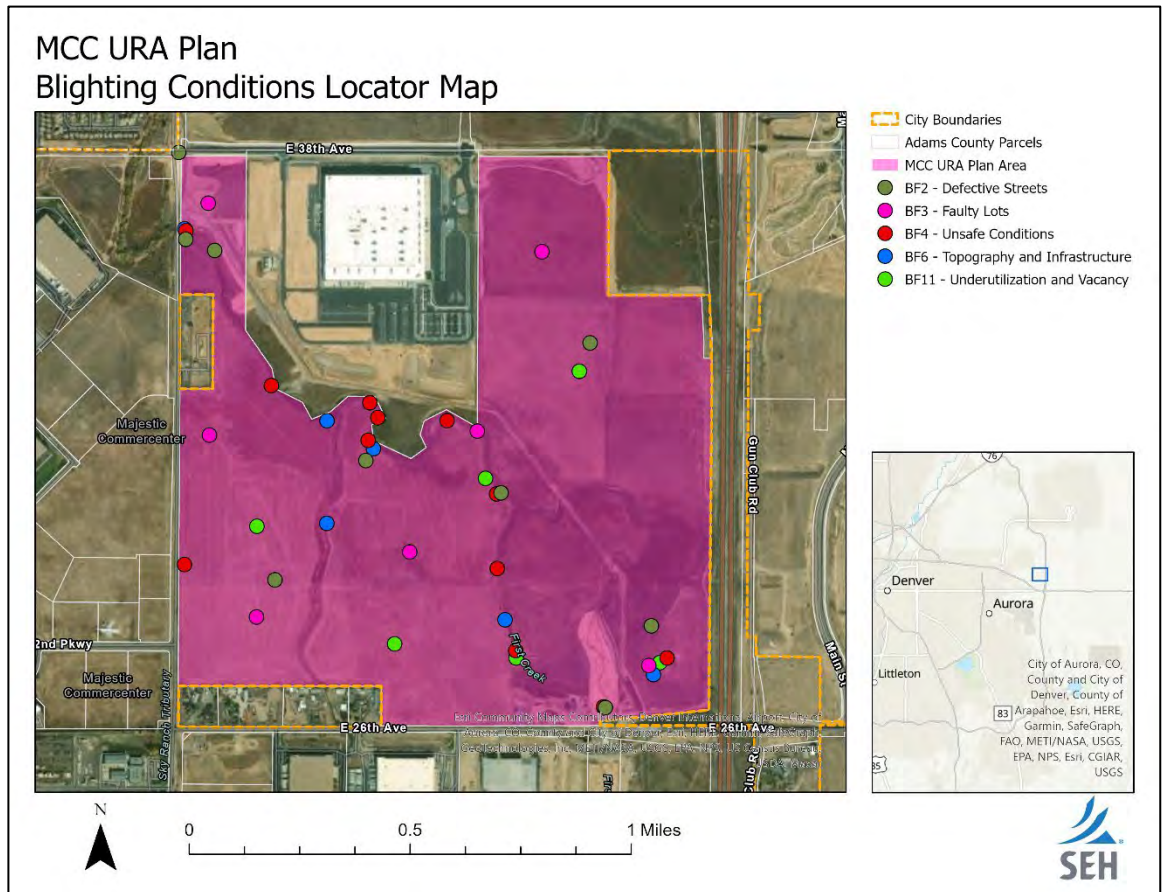
1.3 Current Assessment of Survey Area

The survey area includes 1 parcel. The total equalized assessed value of this parcel, according to the Adams County Assessor’s database, is \$7,190. There are no building improvement values within the survey boundary. It should be noted that this assessed value is based on an agricultural assessment and cannot be used as the base value for the proposed Urban Renewal Plan. The Urban Renewal Plan’s base value must be recalculated as if the land were assessed as vacant.

The survey boundary is within Adams County’s 591 Tax Area. The millage rate in this area is 142.149.

2 Methodology

This Conditions Survey utilized a holistic methodology in determining whether blighting factors exist within the proposed Majestic Commercenter II Urban Renewal survey boundary. This methodology included a literature review of adopted plans and reports, an analysis of County Assessor records and GIS databases, and a field visit. Field work was supplemented by GIS technology that recorded and documented potential blighting factors in real time. Maps were created for each blighting factor identified within the survey area, illustrating which parcels contain, or are in proximity to, statutorily defined blighting factors. These maps represent the layered information gathering approach used in this report to ensure that each blighting factor was thoroughly analyzed.



It is important to note that conditions surveys evaluate an area in its entirety for the presence of blighting factors and are not intended to declare individual properties or separate areas as blighted¹. The maps included in this report illustrate the location and clustering of individual blighting factors as a means of representing this survey's findings. For a survey area to be declared blighted, it must exhibit four or more blighted area factors². It is the combination of factors within an area that makes that area eligible for urban renewal activities.

¹ Unless that individual property is in fact the entirety of the URA Plan area.

² Exceptions include property owner consent and eminent domain. A survey area where property owners' consent to inclusion may only require one blighting factor. In order to use eminent domain, five blighting factors must be found.

3 Evaluation of Blighting Factors

Defining “Blighted Area Factors”

Colorado Revised Statutes 31-25-103 states that for an Urban Renewal Plan area to be established, there must exist certain conditions known as “blighted area factors”. State statute defines eleven separate factors for blight. The law indicates that if four or more of these factors are found in an area of the municipality, that area may be declared blighted and qualify for urban renewal treatment.

Blighted Area Factors Defined:

- a) Slum, deteriorated, or deteriorating structures
- b) Predominance of defective or inadequate street layout
- c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d) Unsanitary or unsafe conditions
- e) Deterioration of site or other improvements
- f) Unusual topography or inadequate public improvements or utilities
- g) Defective or unusual conditions of title rendering the title nonmarketable;
- h) The existence of conditions that endanger life or property by fire or other causes
- i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities
- j) Environmental contamination of buildings or property
- k) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

These eleven factors can also be thought as “conditions”, and the presence of at least four of these conditions can satisfy the state statute defining an area blighted. In addition to this list, C.R.S. 31-25-103(2) lists a twelfth condition. This final condition only applies when there is unanimous agreement among affected property owners that their properties can be included in an Urban Renewal Area. In this rare occurrence, only one blighting factor from the list of eleven needs to be identified to declare the area blighted.

State statute allows for some flexibility in defining what each blighting factor represents. For the purpose of this conditions survey, each blighting factor will be unpacked to describe various real world “conditions” that would indicate the presence of said factor. The presence of a condition within the survey boundary alone is not enough to make that area eligible for urban renewal activities. Rather, it is the culmination of four or more blighting factors which indicates that renewal activities should be applied within the proposed project area.

Identifying blighting conditions throughout this proposed project area required an objective analysis. The following sections outline the blighted area factors that this analysis found to be present within the survey area. Blighted area factors that were not identified were excluded from this report.

3.1 Factor Two – Predominance of Defective or Inadequate Street Layout

Description:

This factor refers to street conditions that negatively impact sound development, redevelopment, or threaten safety. Conditions that would justify the inclusion of this factor in an area may include:

- Inadequate street widths, lack of streets, dead ends or overall faulty layouts that impede vehicular access and internal circulation
- Streets that exhibit high degrees of traffic or accidents
- Streets that are in need of repair or reconstruction
- Poor emergency access or active transportation

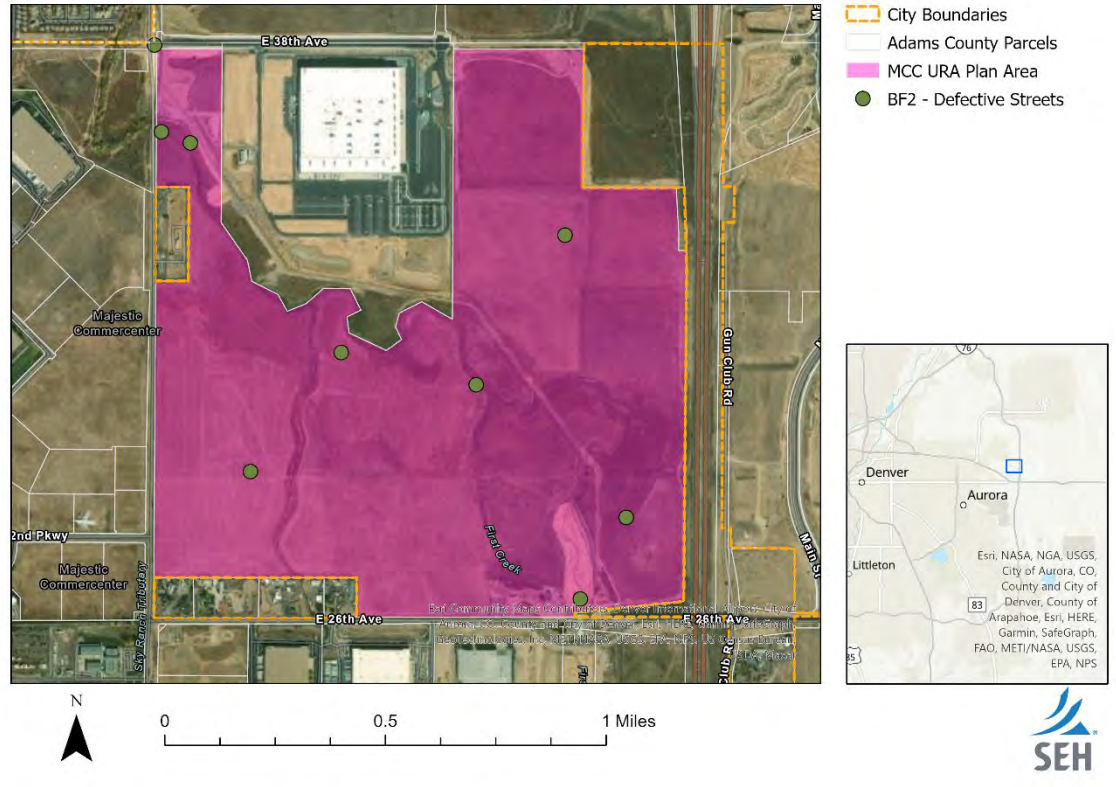
Findings:

The parcel for the proposed Majestic Commercenter II URA plan area lacks building improvements and is assessed agricultural. The area has not been subdivided and consists of only one 418-acre parcel. There are no proposed streets or road layouts on the site and there is currently no public right of way on the site. Access to and from the site is also limited, despite the parcel's size and its contiguity with public right-of-way. The roads leading to the site exhibit an ineffective street network and consist of many dead ends with no clear and obvious access to the site. There is also no active transportation infrastructure around or within the site.

The main condition identified that creates barriers to redevelopment is the parcel's lack of internal street network. The parcel is 418 acres, and yet there are only deteriorating dirt roads to gain access to the interior of the parcel. The property is also transected by First Creek and lacks culverts or bridges for crossings. First Creek contributes to a large 100-year floodplain through the property as well, an additional challenge for future street and parking improvements.

In sum, the survey boundary exhibits an inadequate street layout that negatively impacts sound development throughout the survey area.

Blighting Factor 2 - Defective Streets



3.2 Factor Three – Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Description:

This factor refers to shapes, layout and sizes of lots that complicate sound development and the usefulness of the property. Conditions that would justify the inclusion of this factor in an area may include:

- Narrow or odd shaped lots
- Impractical lot layouts
- Lot configurations that yield unproductive conditions on the land as exhibited by misuse or nonuse

Findings:

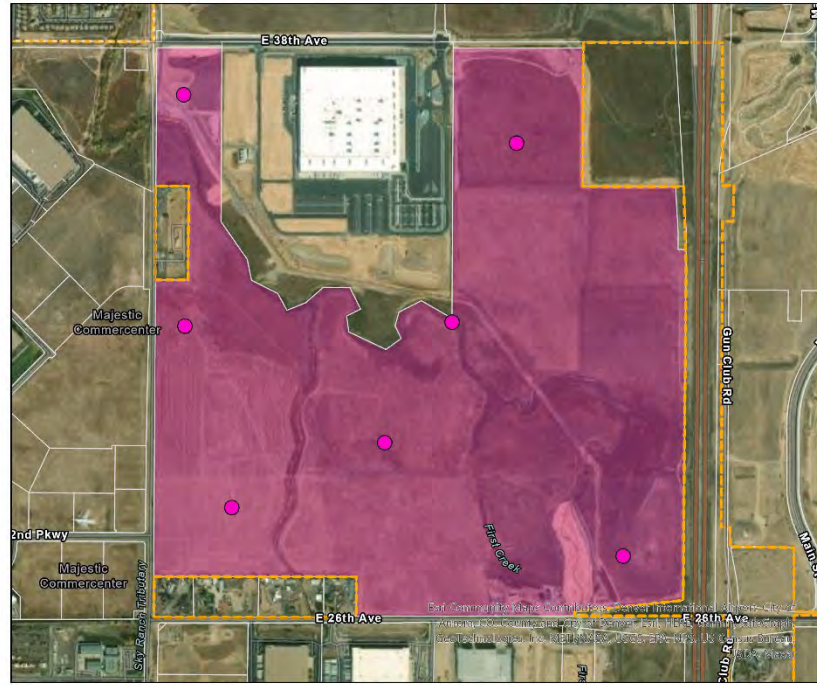
The conditions survey identified examples of this factor throughout the survey area. This condition can apply to parcels that are of a size or shape that makes it challenging for development. The subject parcel of this study is 418 acres. Its boundaries are irregular, and it is effectively divided by a Creek and 100-year floodplain. These conditions yield an impractical lot layout that complicates sound development.

The odd shape of this parcel and the First Creek division makes access limited and challenging. The property also lacks an interior street network, further complicating redevelopment. The irrigation ditch that makes up the northern border of the parcel is meandering and oddly shaped, rendering the area impractical. This situation yields unproductive lot layouts and challenging lot configuration.

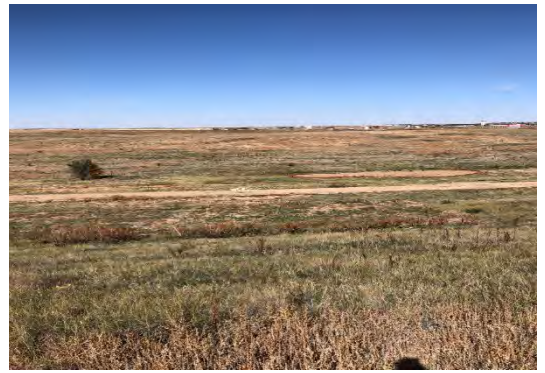
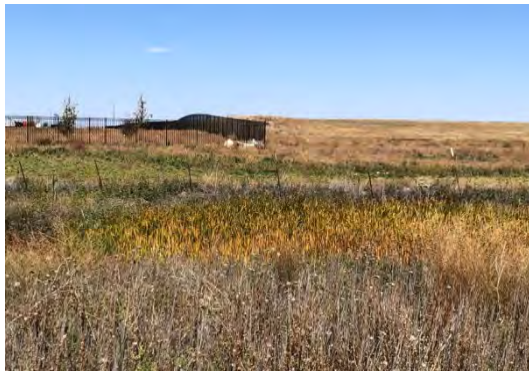
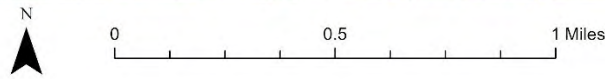
The parcel's size is also a consideration for this blighting factor. Development at this scale is difficult, and oftentimes it requires a property to be subdivided to trigger private development interests. At 418 acres, this property represents a significant challenge for redevelopment.

The parcel's large size, impractical layout, and odd features indicates that this blighting factor is present.

Blighting Factor 3 - Faulty Lots



- City Boundaries
- Adams County Parcels
- MCC URA Plan Area
- BF3 - Faulty Lots



3.3 Factor Four – Unsanitary or Unsafe Conditions

Description:

This factor refers to a multitude of unsafe or hazardous conditions. The commonality is that these conditions contribute to hazards that could have an adverse effect on the health, safety or wellbeing of the public. This factor shares similarities to conditions one (1), five (5), eight (8), nine (9) and ten (10). Conditions that would justify the inclusion of this factor in an area may include:

- Floodplain or flood prone areas
- Poor storm water drainage areas
- Cracked or uneven sidewalks
- Hazardous materials
- Dangerous traffic or pedestrian conditions
- High crime statistics
- Facilities are prone to fire dangers
- Environmental contamination
- Inadequate utility systems
- Water scarcity and lack of water and sewer infrastructure
- Evidence of vandalism or homelessness
- Steep topography
- Trash, debris and noxious weeds

Findings:

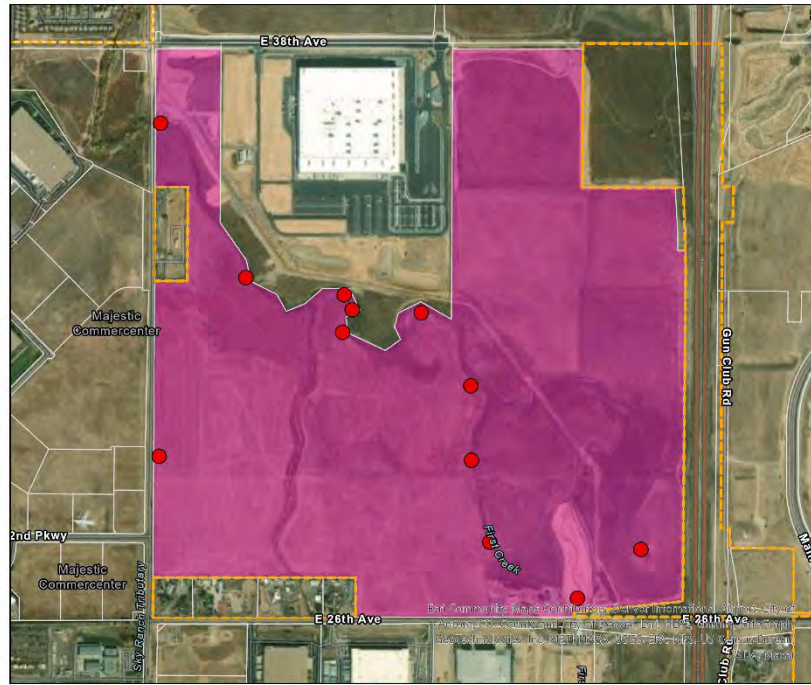
The range of conditions listed made it possible to find multiple examples of this blighting factor within the survey area. The most significant example identified in the survey area involved the presence of a floodplain or flood prone areas. The subject parcel is divided by First Creek. This stream is a flood risk, and the subject parcel has a large area within the 100-year floodplain. Future development projects would need to contend with this flood risk, and be required to meet the standards of development in a floodplain. The significant floodplain is the primary reason for this blighted area factors inclusion in this report.

Poor stormwater drainage was also identified as a condition in the southeastern corner of the site. In the proposed regional detention pond on the southeast area of the parcel, a visible depression in the ground can be seen. This depression in the ground does not appear to have any formal stormwater drainage facilities. This area also falls into the flood zone area with “high risk” which makes stormwater drainage even more vital to the site.

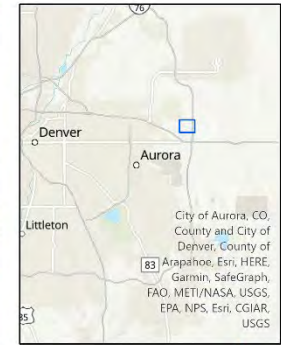
Dangerous traffic and pedestrian conditions were also present on the site, specifically on the western side of the parcel along Picadilly Road. There is not adequate pedestrian access here and high traffic volumes contribute to its hazards.

The culmination of environmental and drainage concerns, as well as dangerous traffic and pedestrian conditions identified during the site visit, underscores the presence of this factor.

Blighting Factor 4 - Unsafe/Unsanitary Conditions



- City Boundaries
- Adams County Parcels
- MCC URA Plan Area
- BF4 - Unsafe Conditions



0 0.5 1 Miles



3.4 Factor Six – Unusual Topography or Inadequate Public Improvements or Utilities

Description:

This factor refers to unusual topography or lack of public infrastructure that have the effect of arresting sound development in a study area. Areas that exhibit steep grades which cause development to be incompatible or unprofitable would fall under this factor. Properties that are lacking public infrastructure, or are served by deteriorating public infrastructure, would also fall under this factor. This factor shares aspects of factors two (2) and four (4). Conditions that justify the inclusion of this factor in an area may include:

- Steep slopes or unusual terrain
- Overhead utilities in need of repair
- Deteriorating parking lots, street surfaces, sidewalks
- Poor storm water drainage facilities
- Lack of central sewer or water
- Lack of internal street network
- Broken or inadequate street lighting

Findings:

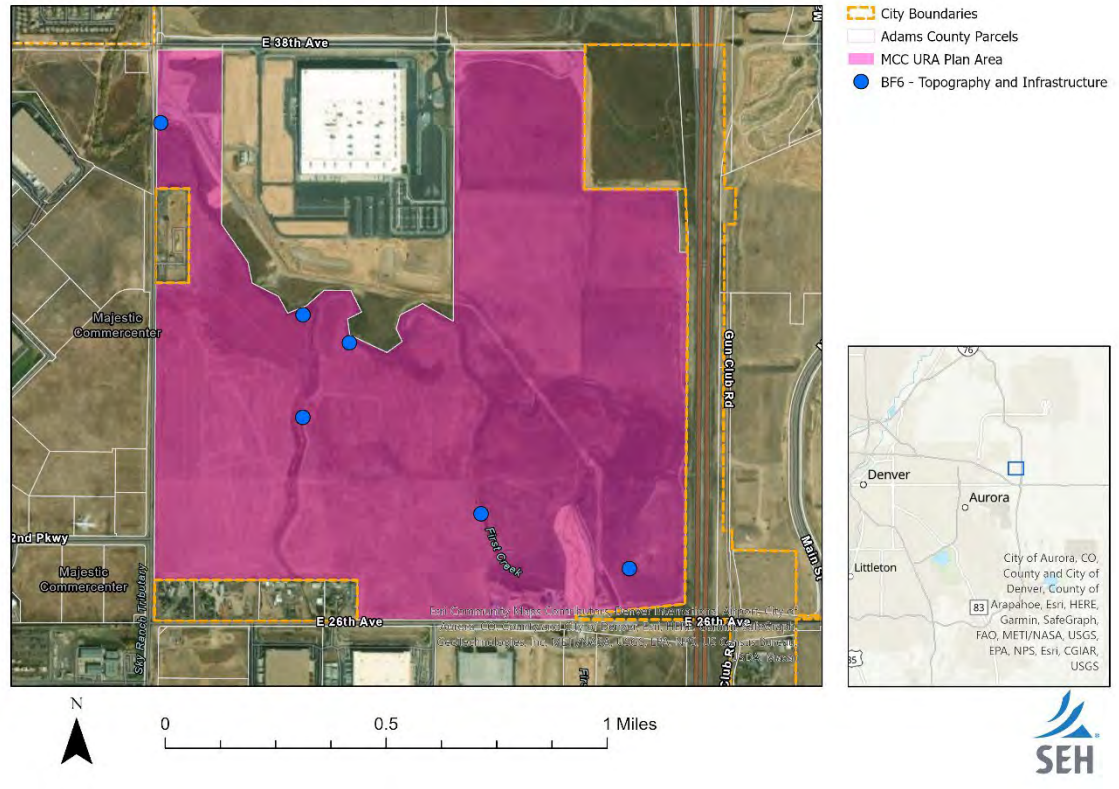
The conditions survey analysis found similar conditions for this factor as those that were identified in blighted area factors 2 and 4. The deteriorating street surfaces at the bridge on Picadilly Road show a drastic need in improvement. The street network on the site is inadequate because it consists entirely of dirt roads that could not provide access for cars, making this infrastructure inadequate for sound development.

There is also steep and unusual terrain throughout the site, especially along First Creek. The steep slopes and unusual terrain also fall within the boundary of the 100-year floodplain. This marks unusual terrain that can challenge redevelopment efforts throughout the property.

Poor stormwater drainage facilities were also identified as a potential challenge within the survey boundary. Although the First Creek drainage ditch bisects the survey area, standing water and debris were observed within this ditch. Stormwater drainage facilities would need to be improved and constructed throughout the survey area to ensure that the existing drainage ditch is not negatively impacted and to mitigate the flood risk.

The combination of these conditions supports the inclusion of this factor within the Conditions Survey.

Blighting Factor 6 - Topography or Infrastructure



3.5 Factor Eleven – The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Description:

This factor references a broad category of health, safety and welfare factors. The common conditions for this factor to be present are instances where high levels of municipal service are required, substantial physical underutilization of property is exhibited, or high levels of vacancy are common. Vacancy can include land, buildings, or tenancy. This factor shares similarities with many of the factors on this list. Conditions that would justify the inclusion of this factor in an area include:

- Numerous vacant buildings or property throughout the area
- Evidence of underutilized buildings
- Underutilized or vacant sites

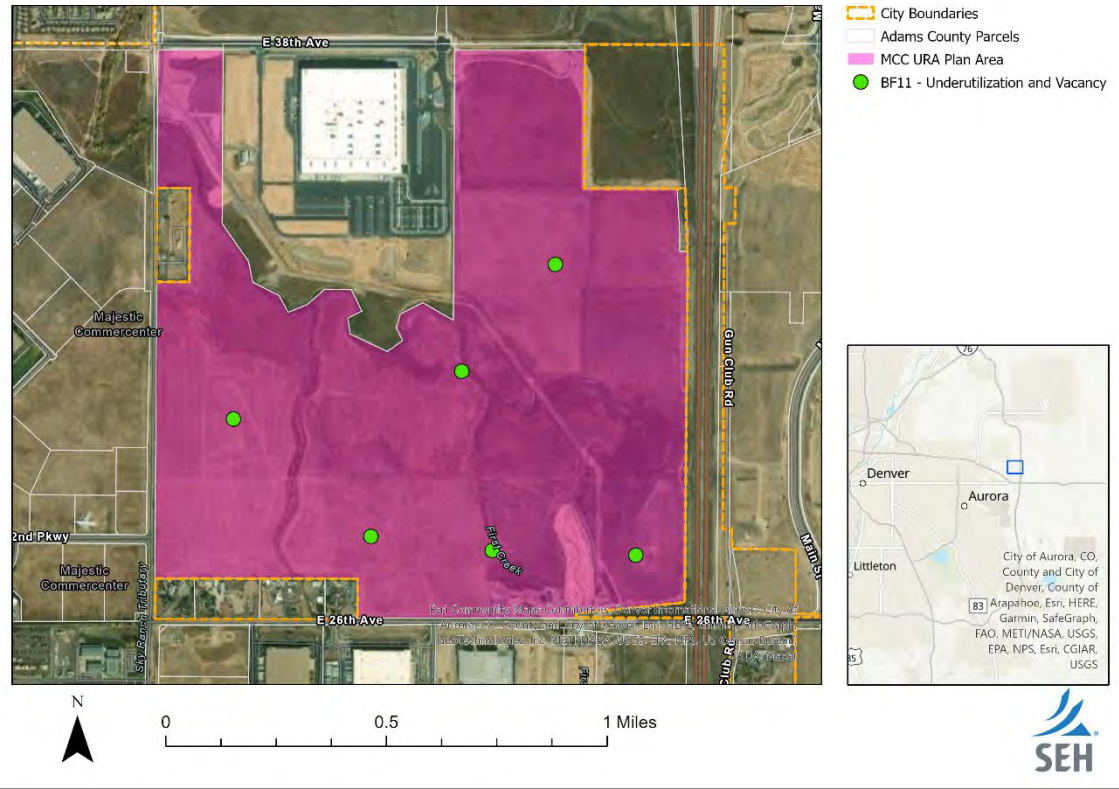
Findings:

The conditions survey identified this blighted area factor throughout the survey boundary. The condition that led to this factor's inclusion in the report was substantial underutilization of the site. This underutilization determination resulted from researching the existing uses throughout the survey area and comparing these properties with surrounding properties in the City of Aurora and Majestic Commercenter.

The survey area parcel is currently assessed for agricultural uses. This would typically mean that the agricultural parcels are being utilized, despite their lack of building improvements. However, after the field visit and analyzing real estate and assessor data, it is clear the parcel is being significantly underutilized. The surrounding parcels exhibit a thriving business and industrial park, and the neighboring parcel is home to Shamrock foods.

The fact that this survey area is essentially a vacant site surrounded by development and proposed development, indicates that it is underutilized relative to its location in Aurora. This underutilization underscores the presence of this blighted area factor within the survey boundary.

Blighting Factor 11 - Underutilization and Vacancy



4 Conclusion

This conditions survey catalogs the presence of statutorily defined blighting factors within the proposed Majestic Commercenter II Urban Renewal Plan area. This report was designed to assist the Aurora Urban Renewal Authority (AURA) in determining whether this area is 1) eligible for urban renewal projects and activities, and 2) that the proposed boundary is drawn as narrowly as possible.

This Conditions Survey identified five blighted area factors as defined by Colorado's Urban Renewal Law, within the survey boundaries of the proposed plan area. The presence of five blighted area factors meets the requirements outlined in C.R.S. 31-25-103(2), in which at least four blighted area factors must be present for that area to be declared "blighted" and therefore eligible to be designated as an Urban Renewal Plan area.

The proposed boundary also meets the statutory recommendation of "being drawn as narrowly as possible". The five blighting factors were not clustered in one vicinity, but rather, spread across the entirety of the survey boundary.

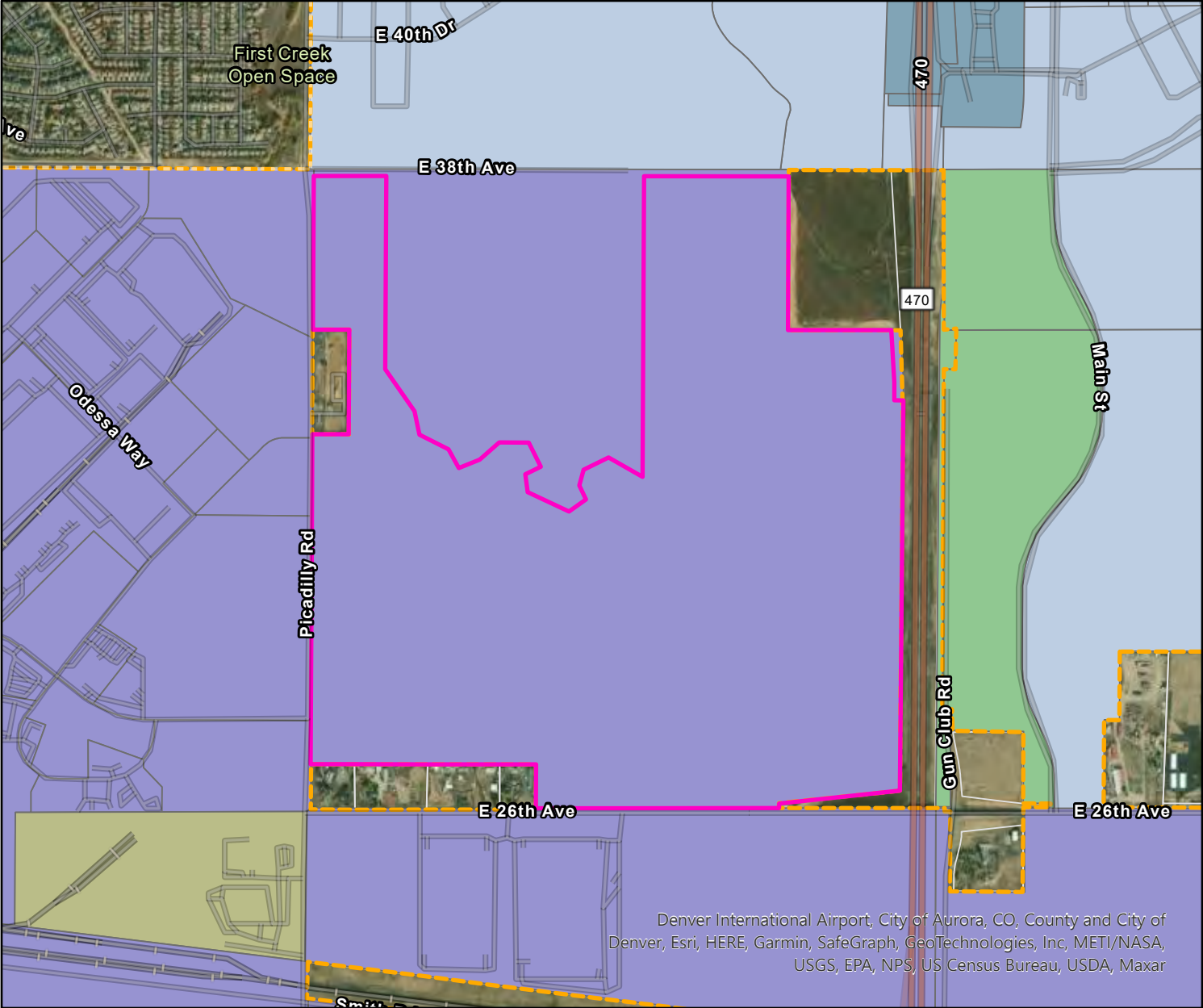
This Conditions Survey finds that the proposed Majestic Commercenter II Urban Renewal Plan area can be declared a "blighted area" as defined by Colorado's Urban Renewal Law and therefore qualifies for urban renewal treatment.

Conditions Survey Maps

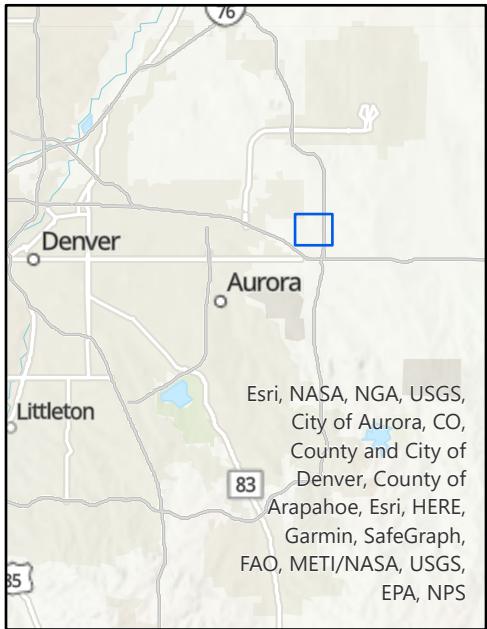
Appendix A

Zoning Map

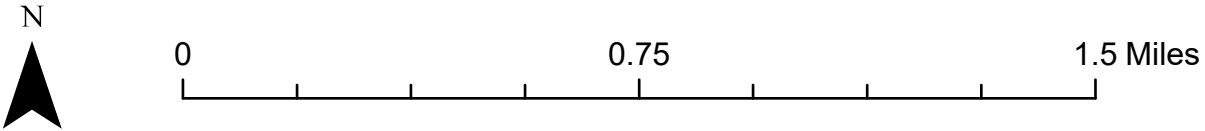
City of Aurora Zoning Districts Map



- City Boundaries
- Adams County Parcels
- MCC URA Plan Area
- Zoning**
- Airport District
- I-1 Business/Tech
- I-2 Industrial District
- MU-Airport
- MU-R
- R-2 Medium Density



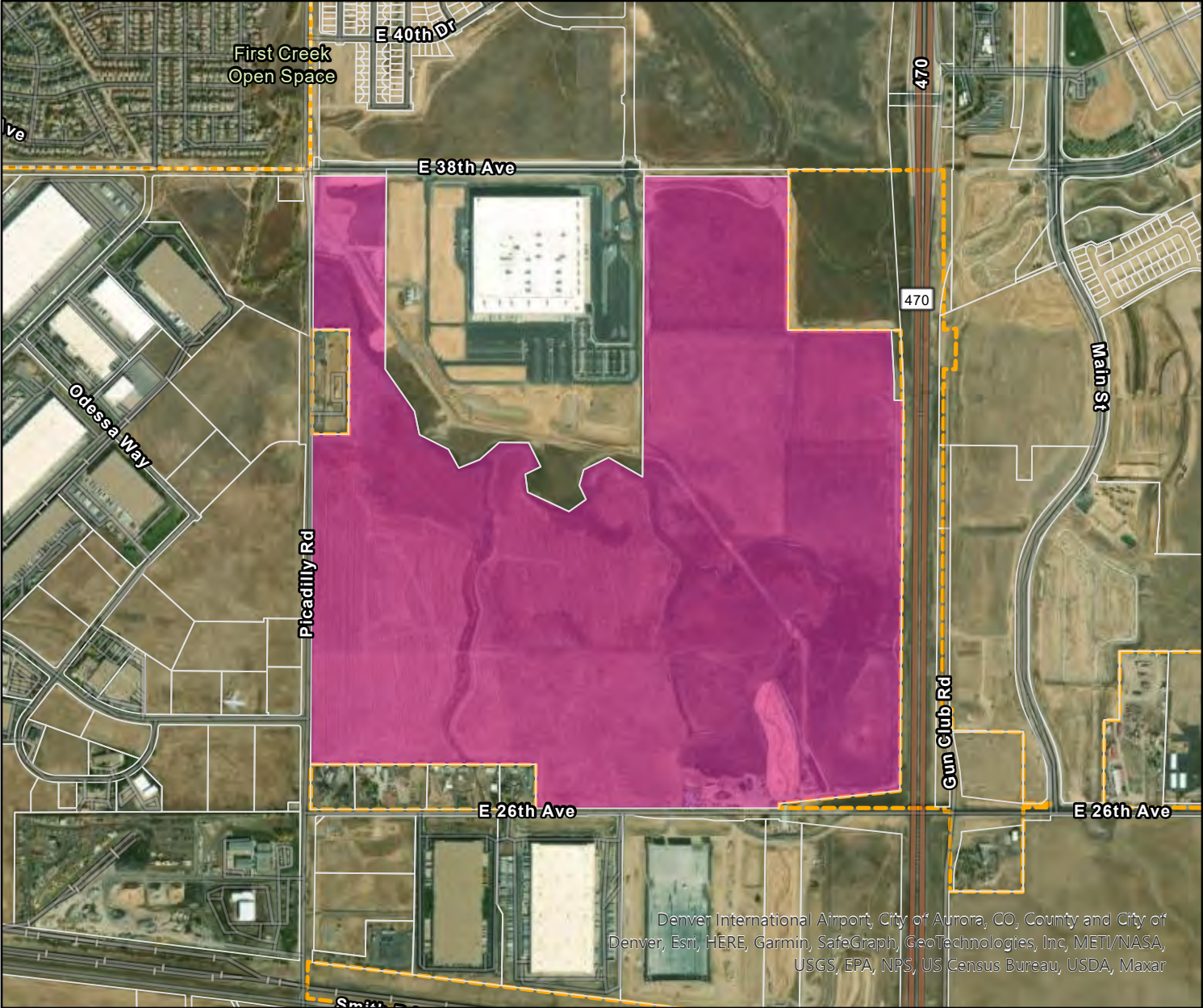
Denver International Airport, City of Aurora, CO, County and City of Denver, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar






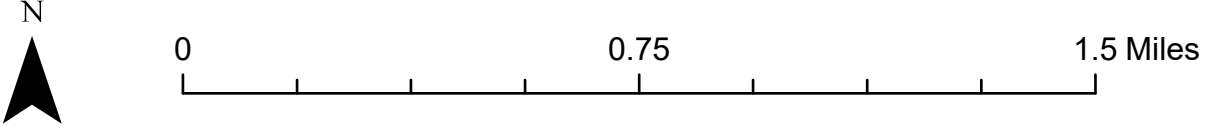
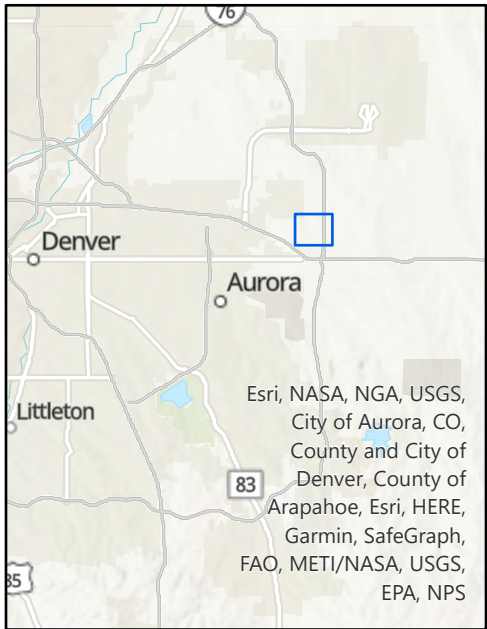
Appendix B

Future URA Plan Area Map

MCC Urban Renewal Plan Conditions Survey Map



-  City Boundaries
-  Adams County Parcels
-  MCC URA Plan Area

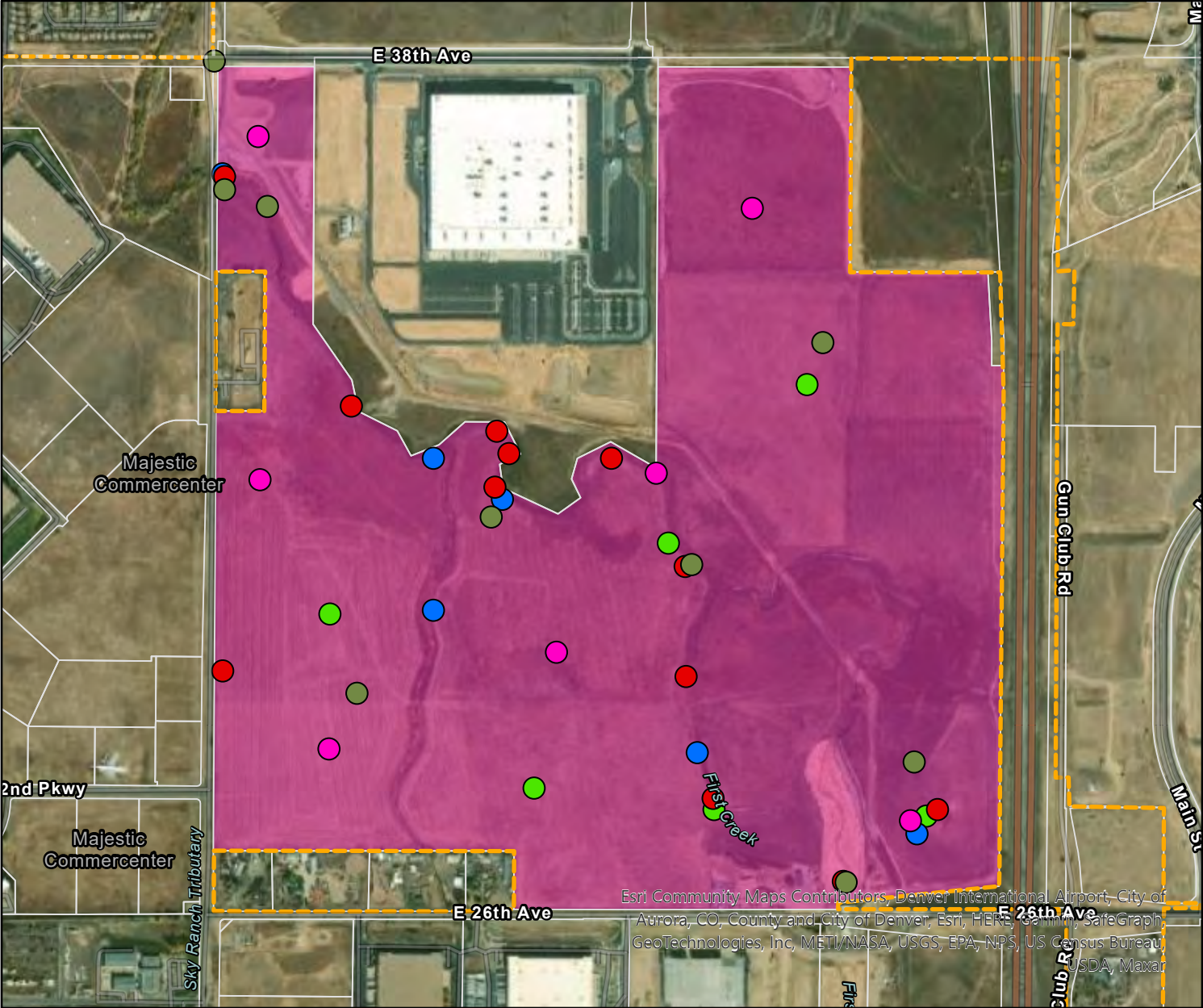


Appendix C

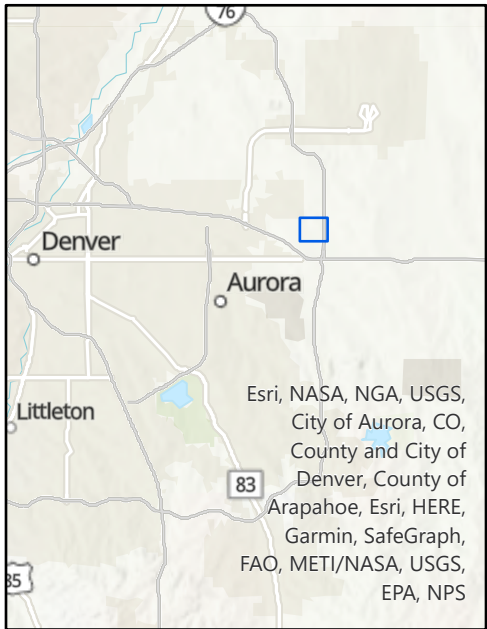
Conditions Survey Field Work Map

MCC URA Plan

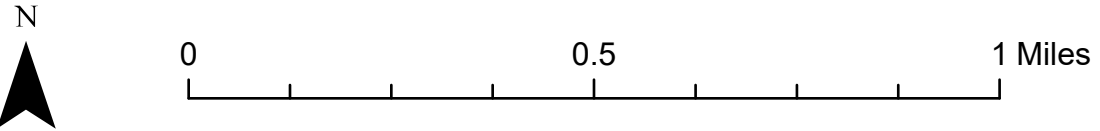
Blighting Conditions Locator Map



- City Boundaries
- Adams County Parcels
- MCC URA Plan Area
- BF2 - Defective Streets
- BF3 - Faulty Lots
- BF4 - Unsafe Conditions
- BF6 - Topography and Infrastructure
- BF11 - Underutilization and Vacancy



Esri Community Maps Contributors, Denver International Airport, City of Aurora, CO, County and City of Denver, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar





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CITY OF AURORA

Council Agenda Commentary

Item Title: Painted Prairie BID No.1 Petitions for Inclusion and Exclusion of Property
Item Initiator: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

ITEM DETAILS:

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

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

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 1/24/2023

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

- | | |
|--|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input checked="" type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> Minutes Not Available |

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

Pursuant to the provisions of the "Business Improvement District Act" of Colorado Revised Statutes, The Painted Prairie Business Improvement Districts (BID) Nos. 1 and 2 were approved by City Council in 2017. Following the formation of the district, the developer and property owner modified development plans for the property and as such, need to modify the boundaries of the BID.

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

The petitions for the proposed Painted Prairie BID No. 1 inclusion and exclusion are attached. The developer of the project and owner of the undeveloped property within the BID boundaries have modified their development plans for the property located within the districts. As such, this request is to include property which is intended for commercial development within the boundaries of the BID as described in the attached petitions. In addition, the BID must exclude any land classified as residential from their boundaries.

QUESTIONS FOR COUNCIL

Does Council wish to support an Ordinance excluding and including certain properties from the boundaries of the Painted Prairie Business Improvement District No. 1?

LEGAL COMMENTS

The city council is vested with the jurisdiction to create and establish business improvement districts within the boundaries of the city. (§31-25-1204 C.R.S.) City council passed Ordinance 2017-36 and declared the Painted Prairie Business Improvement District No1 organized. Under §31-25-1220 (5) C.R.S., during or after the formation of the district, any property owner may request that a property may be included or excluded from the district. After council's approval the boundaries of the district will be changed accordingly. (Hernandez)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain:

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: Impact is unknown at this time as debt has not been issued.



Megan J. Murphy
Of Counsel

303-858-1800
mmurphy@wbapc.com

January 5, 2023

VIA EMAIL

Cesarina Dancy
Project Manager
Office of Development Assistance
City of Aurora
cdancy@auroragov.org

Re: Painted Prairie Business Improvement District Nos. 1 & 2 Petitions for Exclusion and Inclusion of Property

Dear Ms. Dancy:

White Bear Ankele Tanaka & Waldron represents the Painted Prairie Business Improvement District Number One and the Painted Prairie Business Improvement District Number Two (collectively, the “**BIDs**”). The BIDs are seeking to exclude and include certain property into their respective boundaries.

The City Council for the City of Aurora (the “**City Council**”) approved Ordinance No. 2017-36 Organizing the Painted Prairie Business Improvement District Number One on September 25, 2017. The City Council approved Ordinance No. 2017-37 Organizing the Painted Prairie Business Improvement District Number Two on September 25, 2017. The City Council approved the Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 on July 24, 2017 pursuant to Resolution No. R2017-49. The City Council approved the Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12 on August 5, 2019 pursuant to Resolution No. R2019-64. The BIDs and Painted Prairie Metropolitan District Nos. 1-12 (collectively, the “**Metro Districts**”) are collectively referred to herein as the “**Districts**.”

The City Council adopted Ordinance No. 2022-04 effective April 23, 2022 approving excluding certain property from the boundaries of the BIDs and including certain property into the boundaries of the BIDs. Since the adoption of Ordinance No. 2022-04, the developer of the project and owner of the undeveloped property within the Districts’ boundaries, Painted Prairie Owner, LLC, has modified its development plan for the property located within the Districts’ boundaries. Certain lots and tracts intended for residential development are in the boundaries of the BIDs.

January 5, 2023

Page 2

Pursuant to C.R.S. § 31-25-1208(2), no tract of land which is classified for property tax purposes as residential or agricultural shall be included in the boundaries of a business improvement district. As a result, the BIDs must exclude those lots and tracts intended for residential development within its boundaries as described in the enclosed Petitions for Exclusion. The developer of the project and owner of the undeveloped property within the Districts' boundaries desires to include property which is intended for commercial development within the boundaries of the BIDs as described in the enclosed Petitions for Inclusion.

As of the date of this letter, the BIDs have not issued any debt.

Therefore, 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 Painted Prairie Business Improvement District Number One;
2. Copy of the executed Petition for Inclusion of Property into Painted Prairie Business Improvement District Number One;
3. Copy of the executed Petition for Exclusion of Property from Painted Prairie Business Improvement District Number Two;
4. Copy of the executed Petition for Inclusion of Property into Painted Prairie Business Improvement District Number Two;
5. 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);
6. Proposed Notice of Inclusion for publication in the Aurora Sentinel, required to be coordinated by the City Clerk in accordance with C.R.S. § 31-25-1220(1);
7. Proposed Ordinance Excluding Certain Property from and Including Certain Property into the boundaries of Painted Prairie Business Improvement District Number One and Painted Prairie Business Improvement District Number Two.

The BIDs requests that the City Council approve the statutorily required exclusion and inclusion as soon as possible 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



Megan J. Murphy
Of Counsel

2105.0900; 1286718

**PETITION FOR INCLUSION OF PROPERTY
INTO
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby 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 inclusion of the hereinafter described property into Painted Prairie Business Improvement District Number One (the “**District**”).

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”) be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that from and after the effective date of such Ordinance, the Property shall be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

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 consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on inclusion, publication of the ordinance approving the inclusion (if any), filing and recording fees, and all other costs of inclusion of the land into said District, whether or not such inclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner: Painted Prairie Owner, LLC, a Delaware limited liability company

By: 

Name: Donald Provost

Title: Manager

Petitioner's
Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Inclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 11;

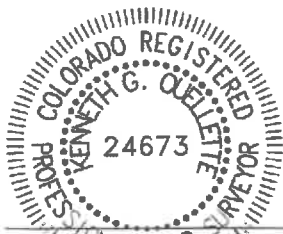
THENCE S85°59'13"E A DISTANCE OF 756.09 FEET TO THE **POINT OF BEGINNING**;

THENCE N89°55'04"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 497.98 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°35'44", A RADIUS OF 25.00 FEET, A CHORD BEARING S45°17'04"E A DISTANCE OF 35.23 FEET, AND AN ARC DISTANCE OF 39.09 FEET;

THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 212.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°24'26", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°43'00"W A DISTANCE OF 28.38 FEET, AND AN ARC DISTANCE OF 31.56 FEET;

THENCE S89°55'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 507.04 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 06°25'02", A RADIUS OF 214.00 FEET, A CHORD BEARING N86°52'16"W A DISTANCE OF 23.96 FEET, AND AN ARC DISTANCE OF 23.97 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 102°53'46", A RADIUS OF 20.00 FEET, A CHORD BEARING N32°12'51"W A DISTANCE OF 31.28 FEET, AND AN ARC DISTANCE OF 35.92 FEET;

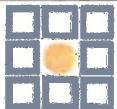


KENNETH G. OUELLETTE, P.L.S. 24673

DATE: NOVEMBER 16, 2022

JOB NO. 65419757

FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 11/16/22

SHEET: 1 OF 4

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

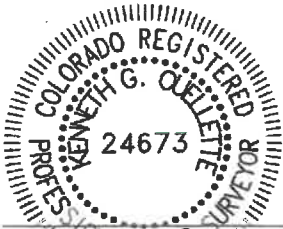
PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°43'14", A RADIUS OF 333.00 FEET, A CHORD BEARING N09°22'25"E A DISTANCE OF 114.05 FEET, AND AN ARC DISTANCE OF 114.62 FEET;

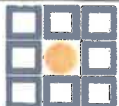
THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 91.48 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°19'44", A RADIUS OF 25.00 FEET, A CHORD BEARING N44°45'12"E A DISTANCE OF 35.46 FEET, AND AN ARC DISTANCE OF 39.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.252 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

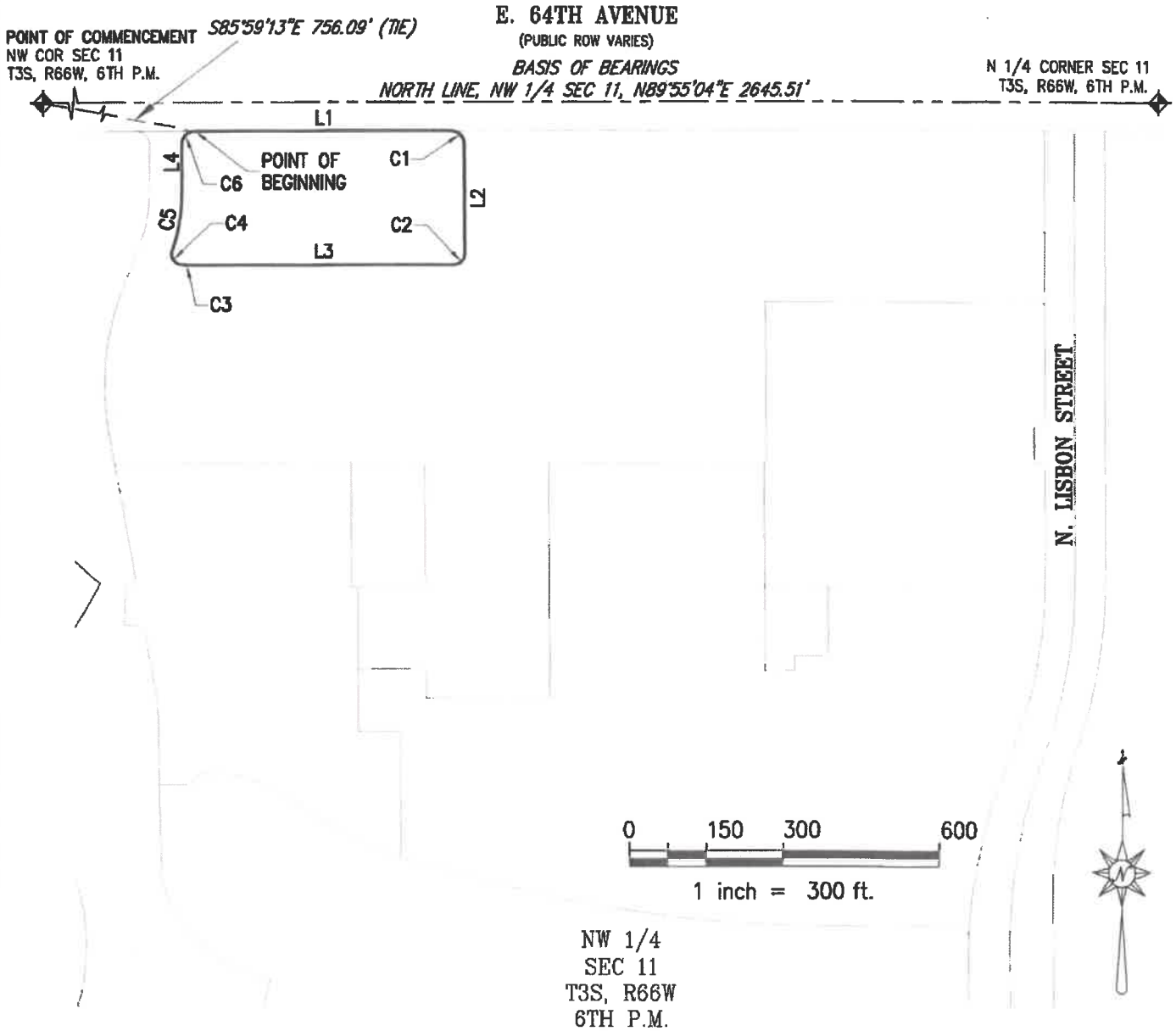
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 11/16/22

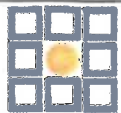
SHEET: 2 OF 4

ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 3.252 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

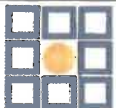
DATE: 11/16/22

SHEET: 3 OF 4

ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°55'04"E	497.98'
L2	S00°29'13"E	212.02'
L3	S89°55'13"W	507.04'
L4	N00°27'54"W	91.48'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	89°35'44"	25.00'	S45°17'04"E	35.23'	39.09'
C2	90°24'26"	20.00'	S44°43'00"W	28.38'	31.56'
C3	6°25'02"	214.00'	N86°52'16"W	23.96'	23.97'
C4	102°53'46"	20.00'	N32°12'51"W	31.28'	35.92'
C5	19°43'14"	333.00'	N09°22'25"E	114.05'	114.62'
C6	90°19'44"	25.00'	N44°45'12"E	35.46'	39.41'



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 11/16/22

SHEET: 4 OF 4

**PETITION FOR INCLUSION OF PROPERTY
INTO
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby 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 inclusion of the hereinafter described property into Painted Prairie Business Improvement District Number Two (the “**District**”).

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”) be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that from and after the effective date of such Ordinance, the Property shall be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

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 consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on inclusion, publication of the ordinance approving the inclusion (if any), filing and recording fees, and all other costs of inclusion of the land into said District, whether or not such inclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner: Painted Prairie Owner, LLC, a Delaware limited liability company

By: 
Name: Donald Provost
Title: Manager

Petitioner’s
Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Inclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

TWO PARCELS OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

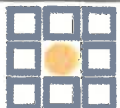
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

PARCEL 1

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 11;
THENCE S85°17'09"E A DISTANCE OF 645.78 FEET TO THE **POINT OF BEGINNING**;
THENCE N89°55'04"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 110.64 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°19'44", A RADIUS OF 25.00 FEET, A CHORD BEARING S44°45'12"W A DISTANCE OF 35.46 FEET, AND AN ARC DISTANCE OF 39.41 FEET;
THENCE S00°27'54"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 91.48 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19°43'14", A RADIUS OF 333.00 FEET, A CHORD BEARING S09°22'25"W A DISTANCE OF 114.05 FEET, AND AN ARC DISTANCE OF 114.62 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 102°53'46", A RADIUS OF 20.00 FEET, A CHORD BEARING S32°12'51"E A DISTANCE OF 31.28 FEET, AND AN ARC DISTANCE OF 35.92 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06°25'02", A RADIUS OF 214.00 FEET, A CHORD BEARING S86°52'16"E A DISTANCE OF 23.96 FEET, AND AN ARC DISTANCE OF 23.97 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

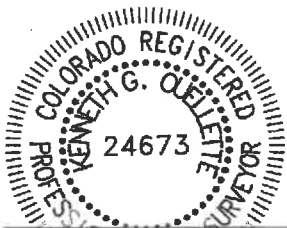
SHEET: 1 OF 5

EXHIBIT A

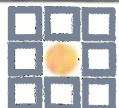
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

THENCE N89°55'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 507.04 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°24'26", A
RADIUS OF 20.00 FEET, A CHORD BEARING N44°43'00"E A DISTANCE OF 28.38 FEET, AND AN ARC
DISTANCE OF 31.56 FEET;
THENCE N00°29'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 212.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°35'44", A
RADIUS OF 25.00 FEET, A CHORD BEARING N45°17'04"W A DISTANCE OF 35.23 FEET, AND AN ARC
DISTANCE OF 39.09 FEET;
THENCE N89°55'04"E A DISTANCE OF 1139.35 FEET;
THENCE S00°29'13"E A DISTANCE OF 329.04 FEET;
THENCE S89°55'13"W A DISTANCE OF 535.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 310.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 420.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 452.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 237.01 FEET;
THENCE N00°29'13"W A DISTANCE OF 56.80 FEET;
THENCE S89°30'47"W A DISTANCE OF 132.14 FEET;
THENCE N00°29'13"W A DISTANCE OF 158.14 FEET;
THENCE N89°55'13"E A DISTANCE OF 132.14 FEET;
THENCE N00°29'13"W A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 601.25 FEET;
THENCE N10°32'04"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 58.28 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°30'57", A
RADIUS OF 529.00 FEET, A CHORD BEARING N05°43'24"E A DISTANCE OF 296.20 FEET, AND AN ARC
DISTANCE OF 300.21 FEET;
THENCE N21°58'53"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 71.41 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°28'05", A
RADIUS OF 271.00 FEET, A CHORD BEARING N10°44'50"E A DISTANCE OF 105.59 FEET, AND AN ARC
DISTANCE OF 106.27 FEET;
THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 92.09
FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 2 OF 5

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

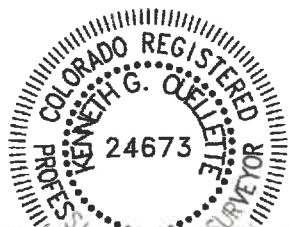
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 86°54'18", A RADIUS OF 25.00 FEET, A CHORD BEARING N43°30'31"W A DISTANCE OF 34.39 FEET, AND AN ARC DISTANCE OF 37.92 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 21.870 ACRES, MORE OR LESS.

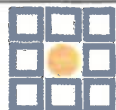
PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S35°26'52"W A DISTANCE OF 1144.02 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°04'47"E A DISTANCE OF 135.00 FEET;
THENCE S89°55'13"W A DISTANCE OF 63.56 FEET;
THENCE S00°29'13"E A DISTANCE OF 26.50 FEET;
THENCE S89°30'47"W A DISTANCE OF 58.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 161.92 FEET;
THENCE N89°55'13"E A DISTANCE OF 122.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.414 ACRES, MORE OR LESS.



KENNETH G. CUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

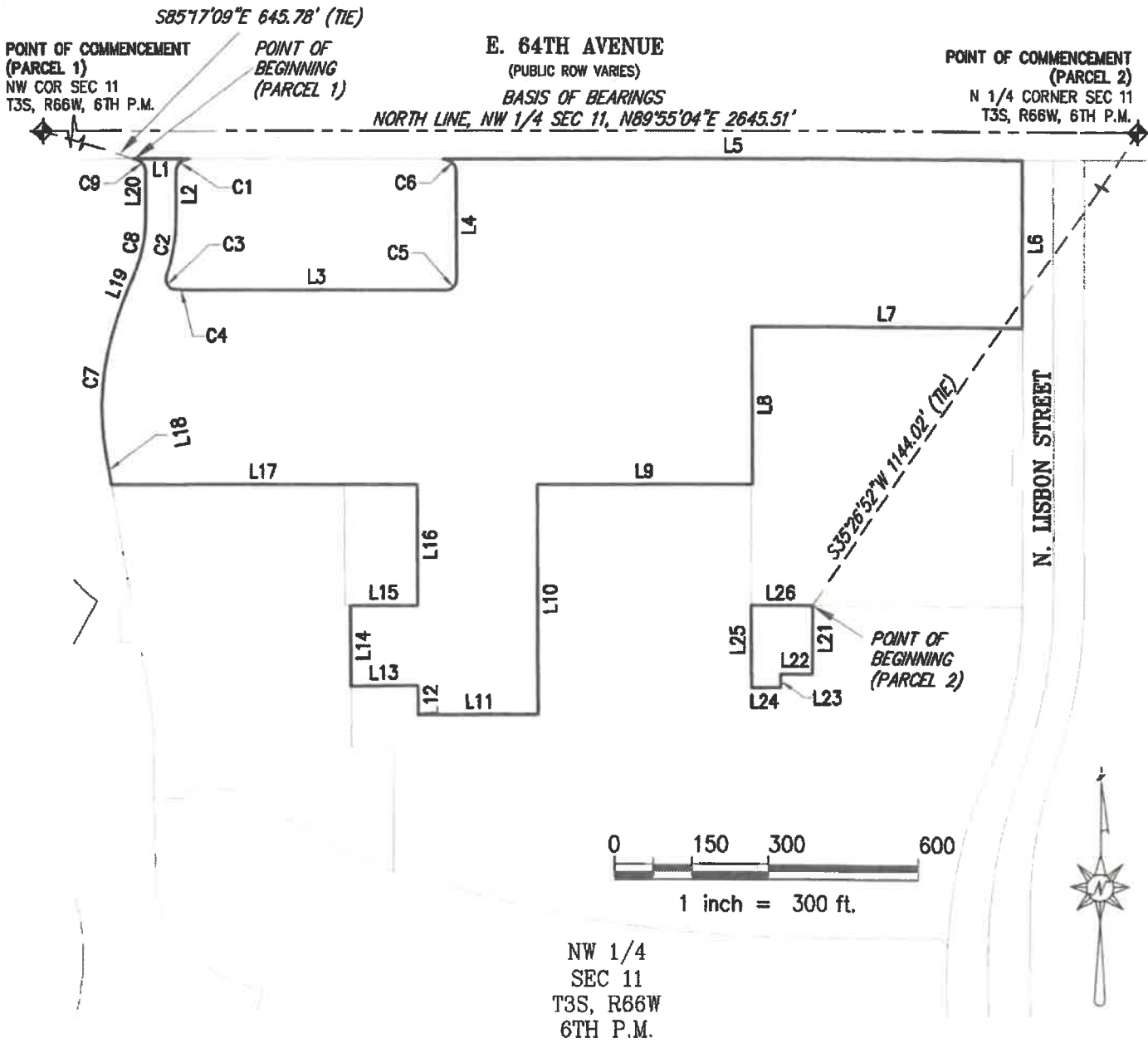
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 3 OF 5

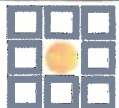
ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL 1 CONTAINS 21.870 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 0.414 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

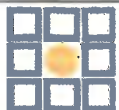
DATE: 11/16/22

SHEET: 4 OF 5

ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°55'04"E	110.64'
L2	S00°27'54"E	91.48'
L3	N89°55'13"E	507.04'
L4	N00°29'13"W	212.02'
L5	N89°55'04"E	1139.35'
L6	S00°29'13"E	329.04'
L7	S89°55'13"W	535.51'
L8	S00°29'13"E	310.01'
L9	S89°55'13"W	420.51'
L10	S00°29'13"E	452.01'
L11	S89°55'13"W	237.01'
L12	N00°29'13"W	56.80'
L13	S89°30'47"W	132.14'
L14	N00°29'13"W	158.14'
L15	N89°55'13"E	132.14'
L16	N00°29'13"W	238.01'
L17	S89°55'13"W	601.25'
L18	N10°32'04"W	58.28'
L19	N21°58'53"E	71.41'
L20	N00°27'54"W	92.09'
L21	S00°04'47"E	135.00'
L22	S89°55'13"W	63.56'
L23	S00°29'13"E	26.50'
L24	S89°30'47"W	58.00'
L25	N00°29'13"W	161.92'
L26	N89°55'13"E	122.52'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	90°19'44"	25.00'	S44°45'12"W	35.46'	39.41'
C2	19°43'14"	333.00'	S09°22'25"W	114.05'	114.62'
C3	102°53'46"	20.00'	S32°12'51"E	31.28'	35.92'
C4	6°25'02"	214.00'	S86°52'16"E	23.96'	23.97'
C5	90°24'26"	20.00'	N44°43'00"E	28.38'	31.56'
C6	89°35'44"	25.00'	N45°17'04"W	35.23'	39.09'
C7	32°30'57"	529.00'	N05°43'24"E	296.20'	300.21'
C8	22°28'05"	271.00'	N10°44'50"E	105.59'	106.27'
C9	86°54'18"	25.00'	N43°30'31"W	34.39'	37.92'



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 5 OF 5

**PETITION FOR EXCLUSION OF PROPERTY
FROM
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby 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 Painted Prairie Business Improvement District Number One (the “**District**”).

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”) be excluded from the District and that an Ordinance be adopted by the City Council excluding the Property from the District, and that from and after the effective date of such Ordinance, the Property shall no longer be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

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 consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of 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 land from the District, whether or not such exclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner: Painted Prairie Owner, LLC, a Delaware limited liability company

By: 

Name: Donald Provost

Title: Manager

Petitioner's
Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Exclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

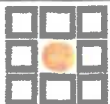
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S85°32'41"W A DISTANCE OF 1202.76 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 120.00 FEET;
THENCE N89°30'47"E A DISTANCE OF 95.00 FEET;
THENCE S00°29'13"E A DISTANCE OF 91.74 FEET;
THENCE N86°11'09"W A DISTANCE OF 170.48 FEET;
THENCE N00°29'13"W A DISTANCE OF 198.96 FEET;
THENCE N89°30'47"E A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.540 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 7, 2021
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

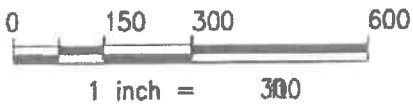
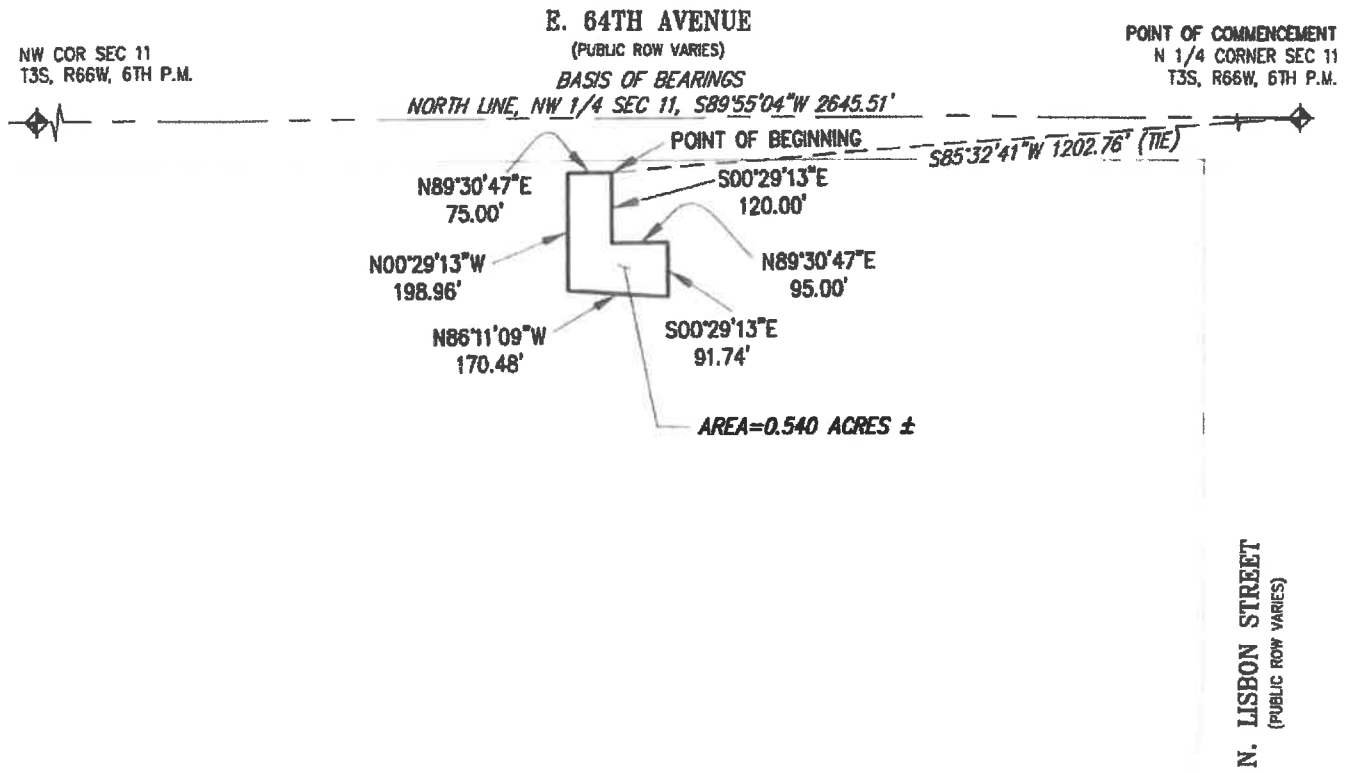
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 9/7/21

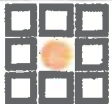
SHEET: 1 OF 2

ILLUSTRATION FOR EXHIBIT A



NW 1/4
SEC 11
T3S, R66W
6TH P.M.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 9/7/21

SHEET: 2 OF 2

**PETITION FOR EXCLUSION OF PROPERTY
FROM
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby 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 Painted Prairie Business Improvement District Number Two (the “**District**”).

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”) be excluded from the District and that an Ordinance be adopted by the City Council excluding the Property from the District, and that from and after the effective date of such Ordinance, the Property shall no longer be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

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 consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of 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 land from the District, whether or not such exclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner:

Painted Prairie Owner, LLC, a Delaware limited liability company

By:

Name: Donald Provost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Exclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

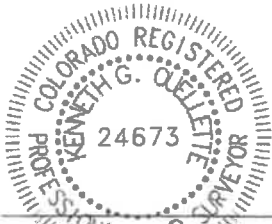
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

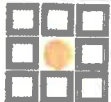
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S85°32'41"W A DISTANCE OF 1202.76 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 198.96 FEET;
THENCE S89°30'47"W A DISTANCE OF 170.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 78.96 FEET;
THENCE N89°30'47"E A DISTANCE OF 95.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 120.00 FEET;
THENCE N89°30'47"E A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.515 ACRES, MORE OR LESS.



KENNETH G. QUELETTE, P.L.S. 24673
DATE: SEPTEMBER 7, 2021
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

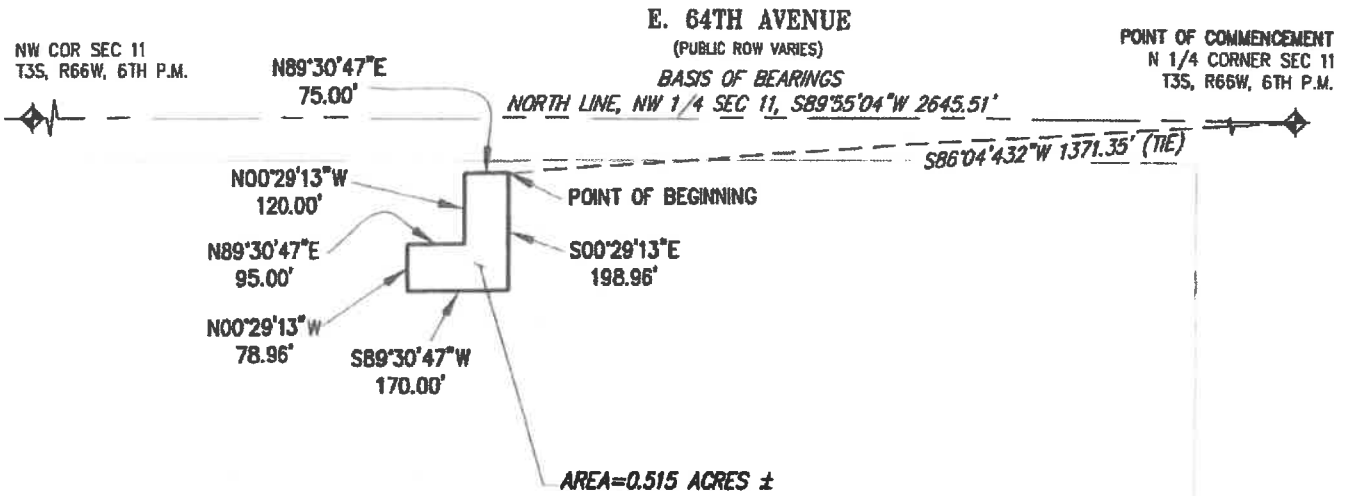
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

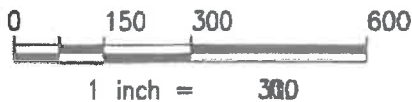
DATE: 9/7/21

SHEET: 1 OF 2

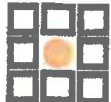
ILLUSTRATION FOR EXHIBIT A



NW 1/4
SEC 11
T3S, R66W
6TH P.M.



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 9/7/21

SHEET: 2 OF 2

NOTICE OF PUBLIC HEARING ON EXCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the “District Number One Petition”) has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Painted Prairie Business Improvement District Number One, City of Aurora, Adams County, Colorado (the “District Number One”).

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the “District Number Two Petition” and together with the District Number One Petition the “Petitions”) has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Painted Prairie Business Improvement District Number Two, City of Aurora, Adams County, Colorado (the “District Number Two”).

NOTICE IS HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on , 2023, 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 included into **District Number One** are as follows:

Name of Petitioner: Painted Prairie Owner, LLC
Address of Petitioner: 10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

General Description of Property: A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado

The name and address of the Petitioner and a description of the property to be included into **District Number Two** are as follows:

Name of Petitioner: Painted Prairie Owner, LLC
Address of Petitioner: 10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

General Description of Property: A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado

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: [REDACTED], 2023

NOTICE OF PUBLIC HEARING ON INCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the “District Number One Petition”) has been or is expected to be filed with the City of Aurora requesting the property described below be included into the Painted Prairie Business Improvement District Number One, City of Aurora, Adams County, Colorado (the “District Number One”).

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the “District Number Two Petition” and together with the District Number One Petition the “Petitions”) has been or is expected to be filed with the City of Aurora requesting the property described below be included into the Painted Prairie Business Improvement District Number Two, City of Aurora, Adams County, Colorado (the “District Number Two”).

NOTICE IS HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on , 2023, 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.

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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: [REDACTED], 2023



CITY OF AURORA

Fiscal Impact Form

Item Title: Painted Prairie Business Improvement District No. 1 Petitions for Exclusion and Inclusion of Property
Staff contact: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/ Hanosky Hernandez, Assistant City Attorney II

TYPE OF FISCAL IMPACT

Select all that apply.

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

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

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.)

The financial impacts of this inclusion/exclusion are unknown at this time as the BIDs have not issued any debt to date. Any future impacts would only apply to the operations within the boundary of the BIDs.

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.)

ORDINANCE NO. 2023-__

A BILL

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

WHEREAS, the City Council of the City of Aurora, Colorado (the “City Council”) authorized by Ordinance 2017-36 the organization of Painted Prairie Business Improvement District Number One (the “District”); and

WHEREAS, after the District was formed, the City Council received a petition filed pursuant to C.R.S. § 31-25-1220, by Painted Prairie Owner, LLC (the “Petitioner”) for the exclusion and inclusion of certain property into the District, which property is more particularly described in the Petitions for Exclusion of Property and Petitions for Inclusion of Property all of which are attached hereto as Exhibit A (collectively, the “Petitions”); and

WHEREAS, public notice of the hearing on the Petitions has been given and published in the *Aurora Sentinel* in accordance with state law, calling for a public hearing on the request of said Petitions; and

WHEREAS, City Council has held and concluded such Public Hearing in accordance with state law, at which hearing all persons having obligations to the exclusion and inclusion of the properties described in the Petitions were heard, and the City Council has determined that the allegations of the Petitions are true; and

WHEREAS, the properties sought to be included into the District are 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, COLORADO.

Section 1. Pursuant to its authority under Section 31-25-1207(5) C.R.S., the City Council, as the governing body of the City, hereby adjudicates all questions of jurisdiction to find that jurisdiction is vested in the City Council, and pursuant to Section 31-25-1220 C.R.S., the City Council has authority to grant the petitioners request of inclusion and exclusion of the properties described into, and out of, the Painted Prairie Business Improvement District Number One as described in Exhibit A.

Section 2. Pursuant to Section 31-25-1220 C.R.S., the City Council has authority to grant the Petitioner’s request of inclusion and exclusion from the Painted Prairie Business Improvement District Number One as described in Exhibit A.

Section 3. The City Council, being fully informed, hereby finds and determines that the change in boundaries of the Painted Prairie Business Improvement District Number One as proposed in the Petitions does not adversely affect such District nor does it affect their rights or privileges whatsoever.

Section 4. The City Council hereby grants the Petitions described in Exhibit A.

Section 5. The actions of the City Clerk, petitioners, and designated election official in setting and providing public notice of the public hearing on the Petitions are hereby ratified and confirmed.

Section 6. 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 properties shall be included into and excluded from the Painted Prairie Business Improvement District Number One as approved in this ordinance.

Section 7. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed, except that this section shall not be construed so as to revive any act, order, resolution, or ordinance or part thereof previously repealed.

Section 8. 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
_____ 2023.


PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of
_____ 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

 *gk*

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: An Ordinance of the City Council of the City of Aurora, Colorado Excluding and Including Certain Properties from the Boundaries of the Painted Prairie Business Improvement District No. 2

Item Initiator: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance

Staff Source/Legal Source: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

Outside Speaker:

Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

ITEM DETAILS:

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

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 1/24/2023

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

- | | |
|--|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input checked="" type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> Minutes Not Available |

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

Pursuant to the provisions of the "Business Improvement District Act" of Colorado Revised Statutes, The Painted Prairie Business Improvement Districts (BID) Nos. 1 and 2 were approved by City Council in 2017. Following the formation of the district, the developer and property owner modified development plans for the property and as such, need to modify the boundaries of the BID.

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

The petitions for the proposed Painted Prairie BID No. 2 inclusion and exclusion are attached. The developer of the project and owner of the undeveloped property within the BID boundaries have modified their development plans for the property located within the districts. As such, this request is to include property which is intended for commercial development within the boundaries of the BID as described in the attached petitions. In addition, the BID must exclude any land classified as residential from their boundaries.

QUESTIONS FOR COUNCIL

Does Council wish to forward this item to the February 13, 2023 Regular Meeting?

LEGAL COMMENTS

The city council is vested with the jurisdiction to create and establish business improvement districts within the boundaries of the city. (§31-25-1204 C.R.S.) City council passed Ordinance 2017-37 and declared the Painted Prairie Business Improvement District No 2 organized. Under §31-25-1220 (5) C.R.S., during or after the formation of the district, any property owner may request that a property may be included or excluded from the district. After council's approval the boundaries of the district will be changed accordingly. (Hernandez)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain:

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: Impact is unknown at this time as debt has not been issued.



Megan J. Murphy
Of Counsel

303-858-1800
mmurphy@wbapc.com

January 5, 2023

VIA EMAIL

Cesarina Dancy
Project Manager
Office of Development Assistance
City of Aurora
cdancy@auroragov.org

Re: Painted Prairie Business Improvement District Nos. 1 & 2 Petitions for Exclusion and Inclusion of Property

Dear Ms. Dancy:

White Bear Ankele Tanaka & Waldron represents the Painted Prairie Business Improvement District Number One and the Painted Prairie Business Improvement District Number Two (collectively, the “**BIDs**”). The BIDs are seeking to exclude and include certain property into their respective boundaries.

The City Council for the City of Aurora (the “**City Council**”) approved Ordinance No. 2017-36 Organizing the Painted Prairie Business Improvement District Number One on September 25, 2017. The City Council approved Ordinance No. 2017-37 Organizing the Painted Prairie Business Improvement District Number Two on September 25, 2017. The City Council approved the Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 on July 24, 2017 pursuant to Resolution No. R2017-49. The City Council approved the Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12 on August 5, 2019 pursuant to Resolution No. R2019-64. The BIDs and Painted Prairie Metropolitan District Nos. 1-12 (collectively, the “**Metro Districts**”) are collectively referred to herein as the “**Districts**.”

The City Council adopted Ordinance No. 2022-04 effective April 23, 2022 approving excluding certain property from the boundaries of the BIDs and including certain property into the boundaries of the BIDs. Since the adoption of Ordinance No. 2022-04, the developer of the project and owner of the undeveloped property within the Districts’ boundaries, Painted Prairie Owner, LLC, has modified its development plan for the property located within the Districts’ boundaries. Certain lots and tracts intended for residential development are in the boundaries of the BIDs.

January 5, 2023

Page 2

Pursuant to C.R.S. § 31-25-1208(2), no tract of land which is classified for property tax purposes as residential or agricultural shall be included in the boundaries of a business improvement district. As a result, the BIDs must exclude those lots and tracts intended for residential development within its boundaries as described in the enclosed Petitions for Exclusion. The developer of the project and owner of the undeveloped property within the Districts' boundaries desires to include property which is intended for commercial development within the boundaries of the BIDs as described in the enclosed Petitions for Inclusion.

As of the date of this letter, the BIDs have not issued any debt.

Therefore, 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 Painted Prairie Business Improvement District Number One;
2. Copy of the executed Petition for Inclusion of Property into Painted Prairie Business Improvement District Number One;
3. Copy of the executed Petition for Exclusion of Property from Painted Prairie Business Improvement District Number Two;
4. Copy of the executed Petition for Inclusion of Property into Painted Prairie Business Improvement District Number Two;
5. 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);
6. Proposed Notice of Inclusion for publication in the Aurora Sentinel, required to be coordinated by the City Clerk in accordance with C.R.S. § 31-25-1220(1);
7. Proposed Ordinance Excluding Certain Property from and Including Certain Property into the boundaries of Painted Prairie Business Improvement District Number One and Painted Prairie Business Improvement District Number Two.

The BIDs requests that the City Council approve the statutorily required exclusion and inclusion as soon as possible 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



Megan J. Murphy
Of Counsel

2105.0900; 1286718

**PETITION FOR INCLUSION OF PROPERTY
INTO
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby 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 inclusion of the hereinafter described property into Painted Prairie Business Improvement District Number One (the “**District**”).

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”) be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that from and after the effective date of such Ordinance, the Property shall be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

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 consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on inclusion, publication of the ordinance approving the inclusion (if any), filing and recording fees, and all other costs of inclusion of the land into said District, whether or not such inclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner:

Painted Prairie Owner, LLC, a Delaware limited liability company

By:

Name: Donald Provost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Inclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 11;

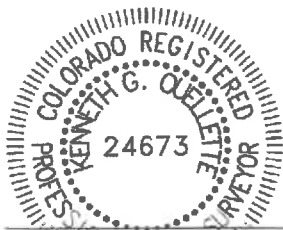
THENCE S85°59'13"E A DISTANCE OF 756.09 FEET TO THE **POINT OF BEGINNING**;

THENCE N89°55'04"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 497.98 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°35'44", A RADIUS OF 25.00 FEET, A CHORD BEARING S45°17'04"E A DISTANCE OF 35.23 FEET, AND AN ARC DISTANCE OF 39.09 FEET;

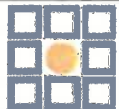
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 212.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°24'26", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°43'00"W A DISTANCE OF 28.38 FEET, AND AN ARC DISTANCE OF 31.56 FEET;

THENCE S89°55'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 507.04 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 06°25'02", A RADIUS OF 214.00 FEET, A CHORD BEARING N86°52'16"W A DISTANCE OF 23.96 FEET, AND AN ARC DISTANCE OF 23.97 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 102°53'46", A RADIUS OF 20.00 FEET, A CHORD BEARING N32°12'51"W A DISTANCE OF 31.28 FEET, AND AN ARC DISTANCE OF 35.92 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 11/16/22

SHEET: 1 OF 4

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

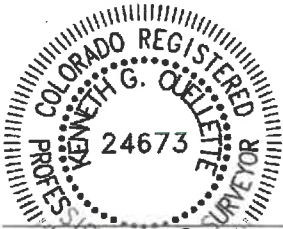
PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°43'14", A RADIUS OF 333.00 FEET, A CHORD BEARING N09°22'25"E A DISTANCE OF 114.05 FEET, AND AN ARC DISTANCE OF 114.62 FEET;

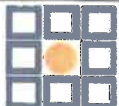
THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 91.48 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°19'44", A RADIUS OF 25.00 FEET, A CHORD BEARING N44°45'12"E A DISTANCE OF 35.46 FEET, AND AN ARC DISTANCE OF 39.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.252 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

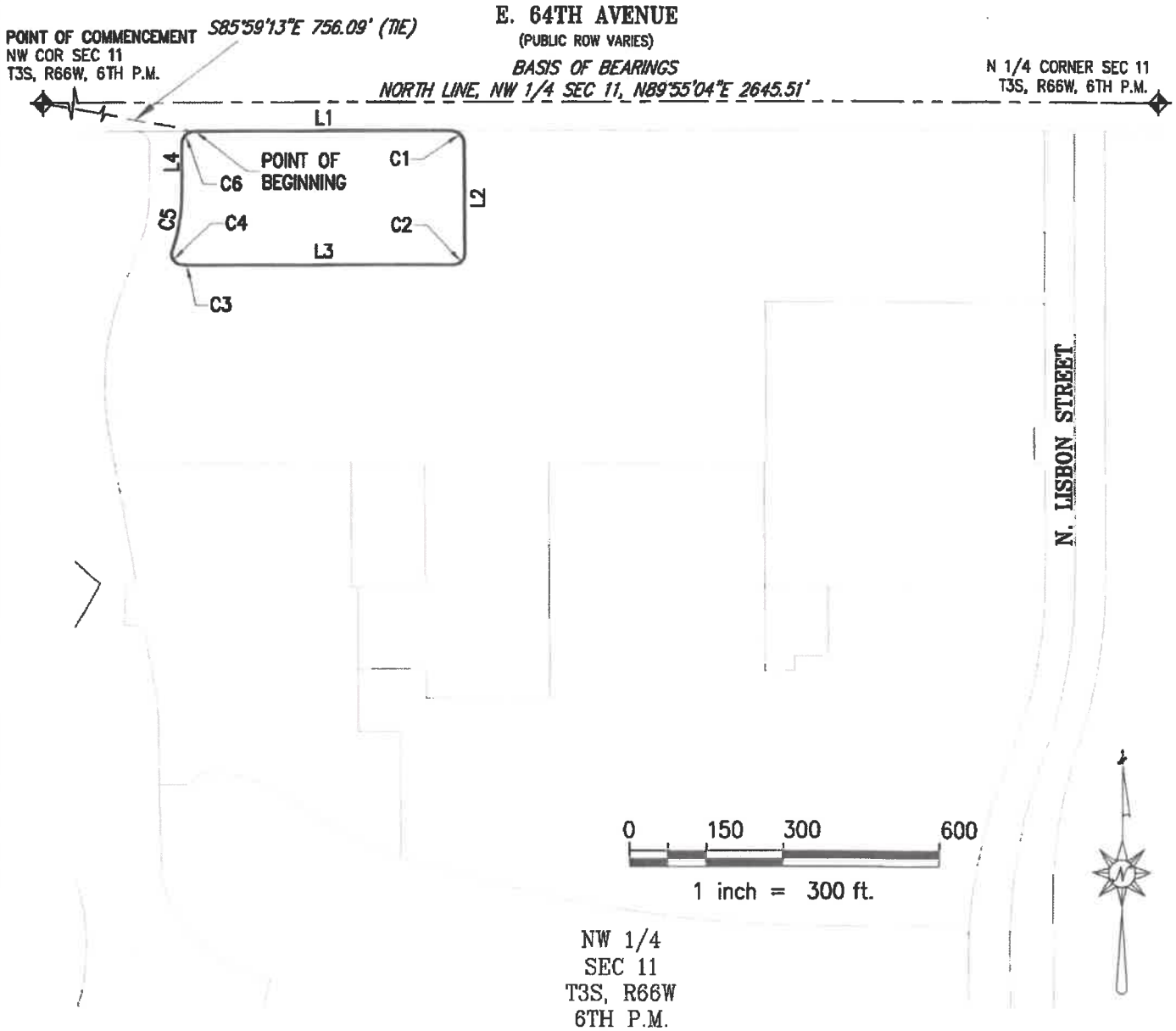
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 11/16/22

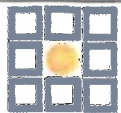
SHEET: 2 OF 4

ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 3.252 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

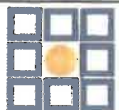
DATE: 11/16/22

SHEET: 3 OF 4

ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°55'04"E	497.98'
L2	S00°29'13"E	212.02'
L3	S89°55'13"W	507.04'
L4	N00°27'54"W	91.48'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	89°35'44"	25.00'	S45°17'04"E	35.23'	39.09'
C2	90°24'26"	20.00'	S44°43'00"W	28.38'	31.56'
C3	6°25'02"	214.00'	N86°52'16"W	23.96'	23.97'
C4	102°53'46"	20.00'	N32°12'51"W	31.28'	35.92'
C5	19°43'14"	333.00'	N09°22'25"E	114.05'	114.62'
C6	90°19'44"	25.00'	N44°45'12"E	35.46'	39.41'



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 11/16/22

SHEET: 4 OF 4

**PETITION FOR INCLUSION OF PROPERTY
INTO
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby 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 inclusion of the hereinafter described property into Painted Prairie Business Improvement District Number Two (the “**District**”).

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”) be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that from and after the effective date of such Ordinance, the Property shall be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

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 consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on inclusion, publication of the ordinance approving the inclusion (if any), filing and recording fees, and all other costs of inclusion of the land into said District, whether or not such inclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner: Painted Prairie Owner, LLC, a Delaware limited liability company

By: 
Name: Donald Provost
Title: Manager

Petitioner’s
Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Inclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

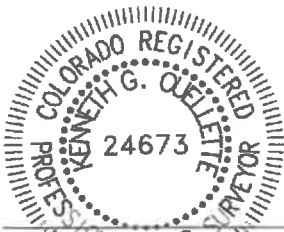
PROPERTY DESCRIPTION

TWO PARCELS OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

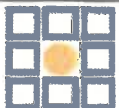
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

PARCEL 1

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 11;
THENCE S85°17'09"E A DISTANCE OF 645.78 FEET TO THE **POINT OF BEGINNING**;
THENCE N89°55'04"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 110.64 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°19'44", A RADIUS OF 25.00 FEET, A CHORD BEARING S44°45'12"W A DISTANCE OF 35.46 FEET, AND AN ARC DISTANCE OF 39.41 FEET;
THENCE S00°27'54"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 91.48 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19°43'14", A RADIUS OF 333.00 FEET, A CHORD BEARING S09°22'25"W A DISTANCE OF 114.05 FEET, AND AN ARC DISTANCE OF 114.62 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 102°53'46", A RADIUS OF 20.00 FEET, A CHORD BEARING S32°12'51"E A DISTANCE OF 31.28 FEET, AND AN ARC DISTANCE OF 35.92 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06°25'02", A RADIUS OF 214.00 FEET, A CHORD BEARING S86°52'16"E A DISTANCE OF 23.96 FEET, AND AN ARC DISTANCE OF 23.97 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

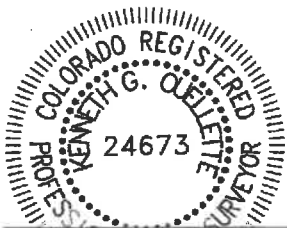
SHEET: 1 OF 5

EXHIBIT A

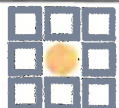
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

THENCE N89°55'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 507.04 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°24'26", A
RADIUS OF 20.00 FEET, A CHORD BEARING N44°43'00"E A DISTANCE OF 28.38 FEET, AND AN ARC
DISTANCE OF 31.56 FEET;
THENCE N00°29'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 212.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°35'44", A
RADIUS OF 25.00 FEET, A CHORD BEARING N45°17'04"W A DISTANCE OF 35.23 FEET, AND AN ARC
DISTANCE OF 39.09 FEET;
THENCE N89°55'04"E A DISTANCE OF 1139.35 FEET;
THENCE S00°29'13"E A DISTANCE OF 329.04 FEET;
THENCE S89°55'13"W A DISTANCE OF 535.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 310.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 420.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 452.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 237.01 FEET;
THENCE N00°29'13"W A DISTANCE OF 56.80 FEET;
THENCE S89°30'47"W A DISTANCE OF 132.14 FEET;
THENCE N00°29'13"W A DISTANCE OF 158.14 FEET;
THENCE N89°55'13"E A DISTANCE OF 132.14 FEET;
THENCE N00°29'13"W A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 601.25 FEET;
THENCE N10°32'04"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 58.28 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°30'57", A
RADIUS OF 529.00 FEET, A CHORD BEARING N05°43'24"E A DISTANCE OF 296.20 FEET, AND AN ARC
DISTANCE OF 300.21 FEET;
THENCE N21°58'53"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 71.41 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°28'05", A
RADIUS OF 271.00 FEET, A CHORD BEARING N10°44'50"E A DISTANCE OF 105.59 FEET, AND AN ARC
DISTANCE OF 106.27 FEET;
THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 92.09
FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Tel: phone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 2 OF 5

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

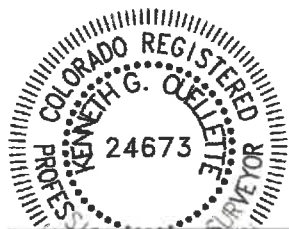
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 86°54'18", A RADIUS OF 25.00 FEET, A CHORD BEARING N43°30'31"W A DISTANCE OF 34.39 FEET, AND AN ARC DISTANCE OF 37.92 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 21.870 ACRES, MORE OR LESS.

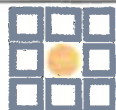
PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S35°26'52"W A DISTANCE OF 1144.02 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°04'47"E A DISTANCE OF 135.00 FEET;
THENCE S89°55'13"W A DISTANCE OF 63.56 FEET;
THENCE S00°29'13"E A DISTANCE OF 26.50 FEET;
THENCE S89°30'47"W A DISTANCE OF 58.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 161.92 FEET;
THENCE N89°55'13"E A DISTANCE OF 122.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.414 ACRES, MORE OR LESS.



KENNETH G. CUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

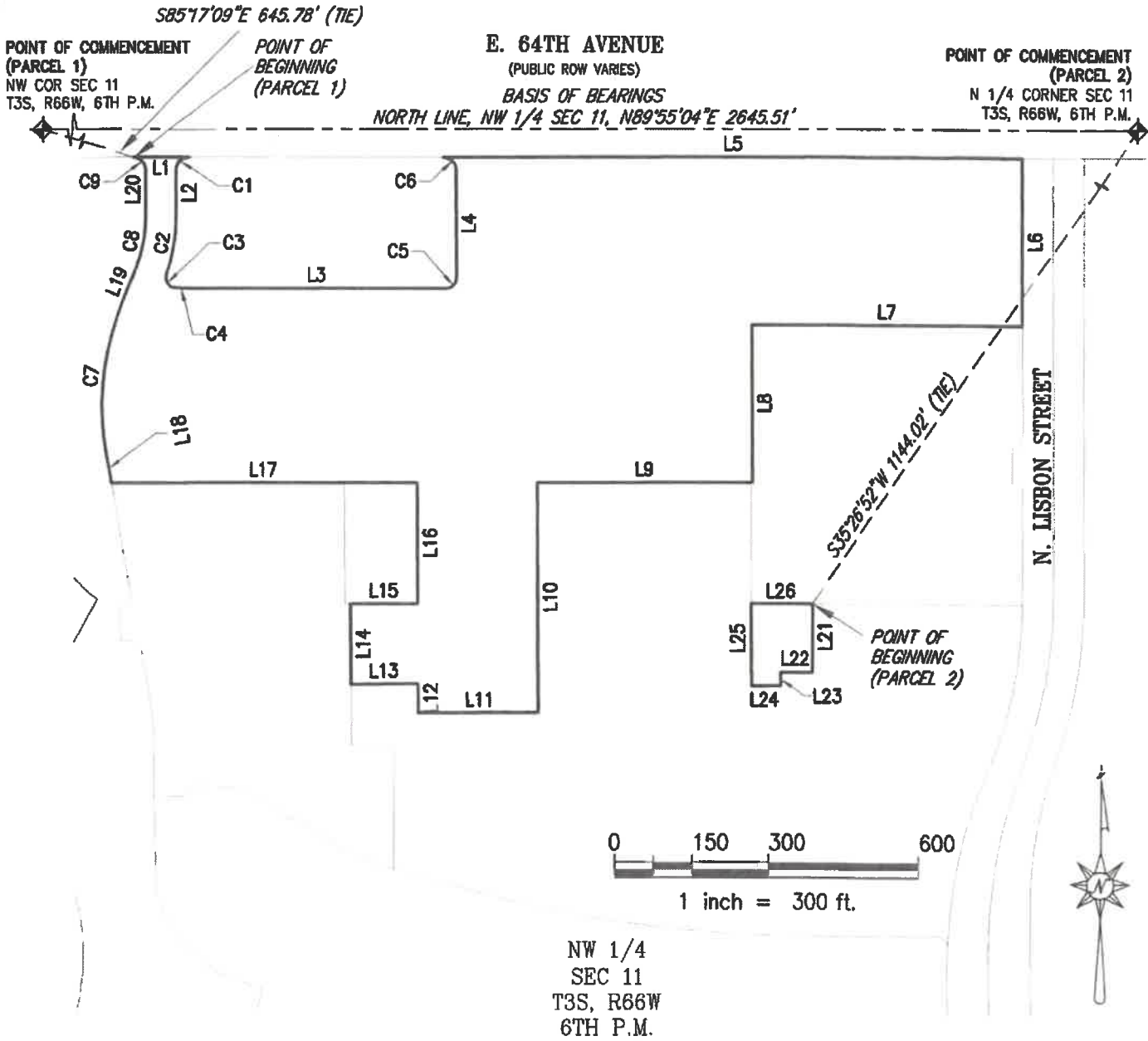
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 3 OF 5

ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL 1 CONTAINS 21.870 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 0.414 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

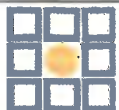
DATE: 11/16/22

SHEET: 4 OF 5

ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°55'04"E	110.64'
L2	S00°27'54"E	91.48'
L3	N89°55'13"E	507.04'
L4	N00°29'13"W	212.02'
L5	N89°55'04"E	1139.35'
L6	S00°29'13"E	329.04'
L7	S89°55'13"W	535.51'
L8	S00°29'13"E	310.01'
L9	S89°55'13"W	420.51'
L10	S00°29'13"E	452.01'
L11	S89°55'13"W	237.01'
L12	N00°29'13"W	56.80'
L13	S89°30'47"W	132.14'
L14	N00°29'13"W	158.14'
L15	N89°55'13"E	132.14'
L16	N00°29'13"W	238.01'
L17	S89°55'13"W	601.25'
L18	N10°32'04"W	58.28'
L19	N21°58'53"E	71.41'
L20	N00°27'54"W	92.09'
L21	S00°04'47"E	135.00'
L22	S89°55'13"W	63.56'
L23	S00°29'13"E	26.50'
L24	S89°30'47"W	58.00'
L25	N00°29'13"W	161.92'
L26	N89°55'13"E	122.52'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	90°19'44"	25.00'	S44°45'12"W	35.46'	39.41'
C2	19°43'14"	333.00'	S09°22'25"W	114.05'	114.62'
C3	102°53'46"	20.00'	S32°12'51"E	31.28'	35.92'
C4	6°25'02"	214.00'	S86°52'16"E	23.96'	23.97'
C5	90°24'26"	20.00'	N44°43'00"E	28.38'	31.56'
C6	89°35'44"	25.00'	N45°17'04"W	35.23'	39.09'
C7	32°30'57"	529.00'	N05°43'24"E	296.20'	300.21'
C8	22°28'05"	271.00'	N10°44'50"E	105.59'	106.27'
C9	86°54'18"	25.00'	N43°30'31"W	34.39'	37.92'



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 5 OF 5

**PETITION FOR EXCLUSION OF PROPERTY
FROM
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby 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 Painted Prairie Business Improvement District Number One (the “**District**”).

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”) be excluded from the District and that an Ordinance be adopted by the City Council excluding the Property from the District, and that from and after the effective date of such Ordinance, the Property shall no longer be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

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 consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of 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 land from the District, whether or not such exclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner: Painted Prairie Owner, LLC, a Delaware limited liability company

By: 

Name: Donald Provost

Title: Manager

Petitioner's
Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Exclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

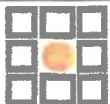
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S85°32'41"W A DISTANCE OF 1202.76 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 120.00 FEET;
THENCE N89°30'47"E A DISTANCE OF 95.00 FEET;
THENCE S00°29'13"E A DISTANCE OF 91.74 FEET;
THENCE N86°11'09"W A DISTANCE OF 170.48 FEET;
THENCE N00°29'13"W A DISTANCE OF 198.96 FEET;
THENCE N89°30'47"E A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.540 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 7, 2021
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

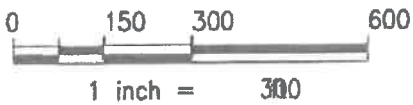
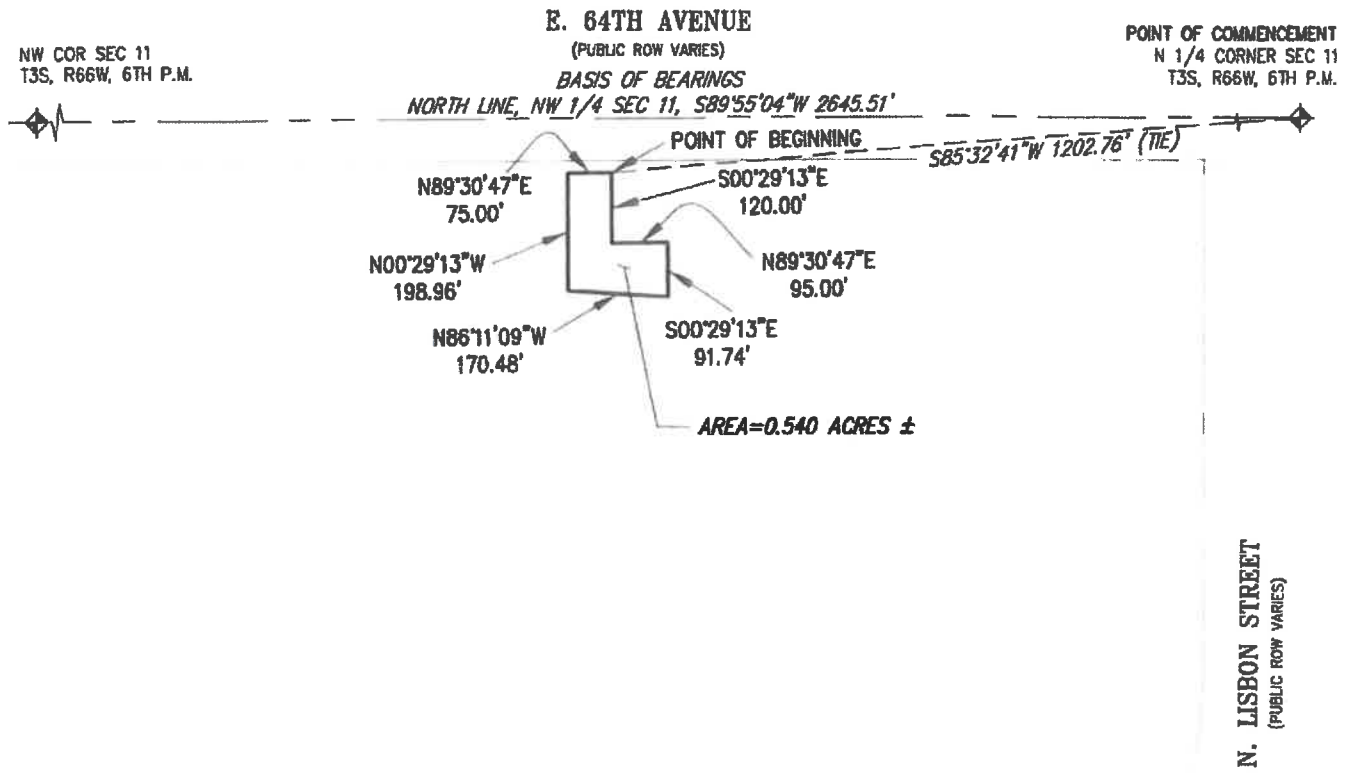
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 9/7/21

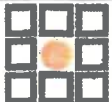
SHEET: 1 OF 2

ILLUSTRATION FOR EXHIBIT A



NW 1/4
SEC 11
T3S, R66W
6TH P.M.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 9/7/21

SHEET: 2 OF 2

**PETITION FOR EXCLUSION OF PROPERTY
FROM
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby 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 Painted Prairie Business Improvement District Number Two (the “**District**”).

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the “**Property**”) be excluded from the District and that an Ordinance be adopted by the City Council excluding the Property from the District, and that from and after the effective date of such Ordinance, the Property shall no longer be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

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 consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of 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 land from the District, whether or not such exclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner:

Painted Prairie Owner, LLC, a Delaware limited liability company

By:

Name: Donald Provost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 3 day of January, 2023, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Exclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

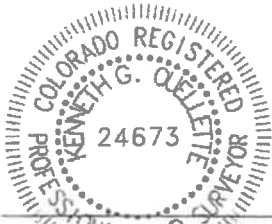
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

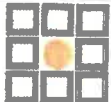
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S85°32'41"W A DISTANCE OF 1202.76 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 198.96 FEET;
THENCE S89°30'47"W A DISTANCE OF 170.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 78.96 FEET;
THENCE N89°30'47"E A DISTANCE OF 95.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 120.00 FEET;
THENCE N89°30'47"E A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.515 ACRES, MORE OR LESS.



KENNETH G. QUELETTE, P.L.S. 24673
DATE: SEPTEMBER 7, 2021
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

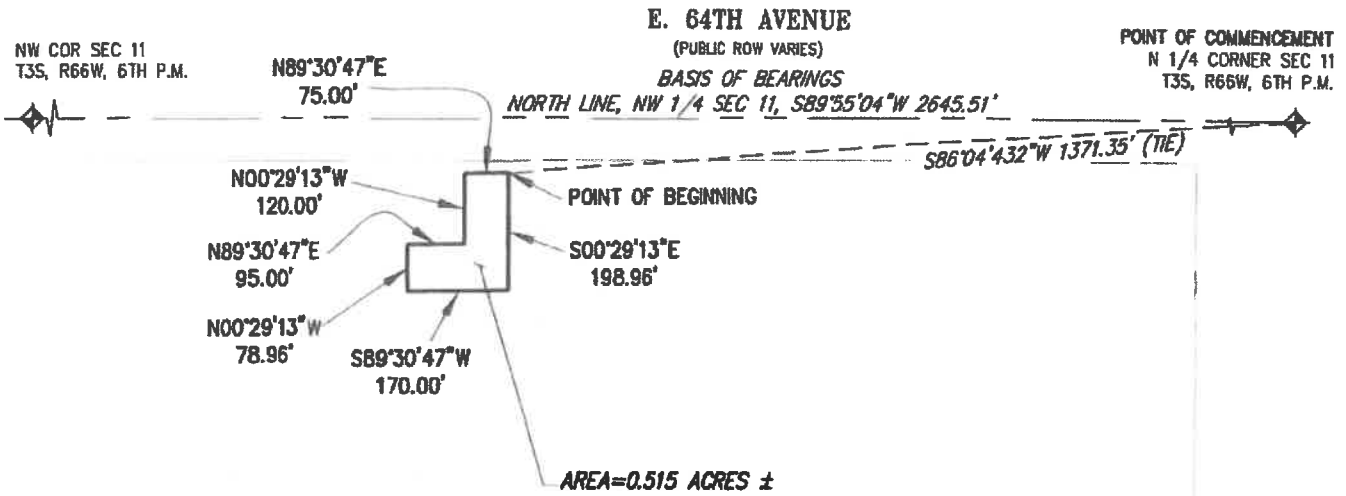
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

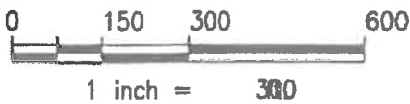
DATE: 9/7/21

SHEET: 1 OF 2

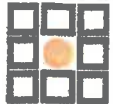
ILLUSTRATION FOR EXHIBIT A



NW 1/4
SEC 11
T3S, R66W
6TH P.M.



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

DATE: 9/7/21

SHEET: 2 OF 2

NOTICE OF PUBLIC HEARING ON EXCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the “District Number One Petition”) has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Painted Prairie Business Improvement District Number One, City of Aurora, Adams County, Colorado (the “District Number One”).

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the “District Number Two Petition” and together with the District Number One Petition the “Petitions”) has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Painted Prairie Business Improvement District Number Two, City of Aurora, Adams County, Colorado (the “District Number Two”).

NOTICE IS HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on , 2023, 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 included into **District Number One** are as follows:

Name of Petitioner: Painted Prairie Owner, LLC
Address of Petitioner: 10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

General Description of Property: A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado

The name and address of the Petitioner and a description of the property to be included into **District Number Two** are as follows:

Name of Petitioner: Painted Prairie Owner, LLC
Address of Petitioner: 10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

General Description of Property: A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado

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: [REDACTED], 2023

NOTICE OF PUBLIC HEARING ON INCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the “District Number One Petition”) has been or is expected to be filed with the City of Aurora requesting the property described below be included into the Painted Prairie Business Improvement District Number One, City of Aurora, Adams County, Colorado (the “District Number One”).

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the “District Number Two Petition” and together with the District Number One Petition the “Petitions”) has been or is expected to be filed with the City of Aurora requesting the property described below be included into the Painted Prairie Business Improvement District Number Two, City of Aurora, Adams County, Colorado (the “District Number Two”).

NOTICE IS HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on , 2023, 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.

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The name and address of the Petitioner and a description of the property to be included into **District Number Two** are as follows:

Name of Petitioner: Painted Prairie Owner, LLC
Address of Petitioner: 10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

General Description of Property: A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado

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: [REDACTED], 2023



CITY OF AURORA

Fiscal Impact Form

Item Title: Painted Prairie Business Improvement District No. 2 Petitions for Exclusion and Inclusion of Property
Staff contact: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/ Hanosky Hernandez, Assistant City Attorney II

TYPE OF FISCAL IMPACT

Select all that apply.

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

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

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.)

The financial impacts of this inclusion/exclusion are unknown at this time as the BIDs have not issued any debt to date. Any future impacts would only apply to the operations within the boundary of the BIDs.

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.)

ORDINANCE NO. 2023-___

A BILL

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

WHEREAS, the City Council of the City of Aurora, Colorado (the “City Council”) authorized by Ordinance 2017-37 the organization of Painted Prairie Business Improvement District Number Two (the “District”); and

WHEREAS, after the District was formed, the City Council received a petition filed pursuant to C.R.S. § 31-25-1220, by Painted Prairie Owner, LLC (the “Petitioner”) for the exclusion and inclusion of certain property into the District, which property is more particularly described in the Petitions for Exclusion of Property and Petitions for Inclusion of Property all of which are attached hereto as Exhibit A (collectively, the “Petitions”); and

WHEREAS, public notice of the hearing on the Petitions has been given and published in the *Aurora Sentinel* in accordance with state law, calling for a public hearing on the request of said Petitions; and

WHEREAS, City Council has held and concluded such Public Hearing in accordance with state law, at which hearing all persons having obligations to the exclusion and inclusion of the properties described in the Petitions were heard, and the City Council has determined that the allegations of the Petitions are true; and

WHEREAS, the properties sought to be included into the District are 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, COLORADO.

Section 1. Pursuant to its authority under Section 31-25-1207(5) C.R.S., the City Council, as the governing body of the City, hereby adjudicates all questions of jurisdiction to find that jurisdiction is vested in the City Council, and pursuant to Section 31-25-1220 C.R.S., the City Council has authority to grant the petitioners request of inclusion and exclusion of the properties described into, and out of, the Painted Prairie Business Improvement District Number Two as described in Exhibit A.

Section 2. Pursuant to Section 31-25-1220 C.R.S., the City Council has authority to grant the Petitioner’s request of inclusion and exclusion from the Painted Prairie Business Improvement District Number Two as described in Exhibit A.

Section 3. The City Council, being fully informed, hereby finds and determines that the change in boundaries of the Painted Prairie Business Improvement District Number Two as proposed in the Petitions does not adversely affect such District nor does it affect their rights or privileges whatsoever.

Section 4. The City Council hereby grants the Petitions described in Exhibit A.

Section 5. The actions of the City Clerk, petitioners, and designated election official in setting and providing public notice of the public hearing on the Petitions are hereby ratified and confirmed.

Section 6. 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 properties shall be included into and excluded from the Painted Prairie Business Improvement District Number Two as approved in this ordinance.

Section 7. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed, except that this section shall not be construed so as to revive any act, order, resolution, or ordinance or part thereof previously repealed.

Section 8. 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
_____ 2023.

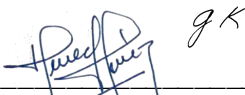
PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of
_____ 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE: Civil Service Commissioners Classification and Compensation
Item Initiator: Ryan Lantz, Director of Human Resources (on behalf of Civil Service Commission)
Staff Source: Ryan Lantz, Director of Human Resources
Legal Source: Kim Skaggs, Assistant City Attorney
Outside Speaker: N/A
Date of Change: Click or tap to enter a date

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/27/2023

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

As a result of the discussion at the February 6, 2023 study session, City Council provided direction as reflected in the following four items:

1. Civil Service Commissioners will continue to be considered Volunteers
2. **Commissioners' hourly pay will be discontinued and replaced with a monthly stipend of \$375** for each calendar month in which they are appointed
3. Commissioners will receive a daily stipend of \$184.43 for each day in which a member serves on a disciplinary appeal hearing panel
4. Beginning in January 2024, the monthly and daily stipend amounts shall be modified annually in an amount equal to either the average cost of living increase or decrease occurring during January through September of 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 full-time city employees not part of the civil service system, whichever is less.

Question for Council: Does City Council approve of the Ordinance that implements the above revisions to City Code Sec. 102-69?

Legal Statement: Each member of the Civil Service Commission shall receive such compensation as shall be established by resolution of the City Council. (City Charter Art. 3-17(2)) Members of the civil service commission shall be paid as compensation for their services an amount equal to \$10.56 per hour or portion thereof for time actually spent as a member of the civil service commission performing those duties authorized by the Charter with a minimum of \$21.12 (two hours) and a maximum of \$84.48 (eight hours) payable for any one calendar day. Members of the civil service commission shall be paid \$150.00 per day (four hours minimum) when conducting a hearing concerning a disciplinary appeal rather than the hourly rate and without regard to the aforementioned minimum or maximum. (ACC Sec. 102-69) (Skaggs)

ORDINANCE NO. 2023- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 102-69 OF THE CITY CODE PERTAINING TO COMPENSATION OF MEMBERS OF THE CIVIL SERVICE COMMISSION

WHEREAS, the City Council wishes to remove any potential lack of clarity in City Code as to the status of Civil Service Commissioners as volunteers for the City of Aurora, consistent with the City's practice and all other appointed members of boards and commissions for the City; and

WHEREAS, the City Council recognizes the important civic service that the Civil Service Commissioners perform for the City of Aurora and wishes to provide the Commissioners a nominal fee for their voluntary services.

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

Section 1. Amend Section 102-69 of the City Code of the City of Aurora, Colorado, as follows:

Sec. 102-69. - Compensation.

Members of the civil service commission **are volunteers who receive a monthly stipend of \$375 for each calendar month in which they are appointed. In addition, for any day in which a disciplinary appeal hearing is convened, members who serve on the hearing panel shall receive a daily stipend of \$184.43.** ~~shall be paid as compensation for their services an amount equal to \$10.56 per hour or portion thereof for time actually spent as a member of the civil service commission performing those duties authorized by the Charter with a minimum of \$21.12 (two hours) and a maximum of \$84.48 (eight hours) payable for any one calendar day. Members of the civil service commission shall be paid \$150.00 per day (four hours minimum) when conducting a hearing concerning a disciplinary appeal rather than the hourly rate and without regard to the aforementioned minimum or maximum. Said hourly rate, and minimum and maximum daily payment, and disciplinary hearing rate~~ **Beginning in January 2024, the monthly and daily stipend amounts** shall be modified annually in an amount equal to **either the average** cost of living increase or decrease occurring during **January through September** of 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 **full-time** city employees **not part of the civil service system**, whichever is less.

Section 2. 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 3. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance 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 _____, 2023.

PASSED AND ORDERED PUBLISHED this ____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 ^{gk}

KIMBERLY SKAGGS, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Civil Service Commissioners Classification and Compensation
Item Initiator: Ryan Lantz, Director of Human Resources (requested by Matt Cain, Civil Service Administrator)
Staff Source/Legal Source: Ryan Lantz, Director of Human Resources / Kim Skaggs, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: 12/20/2022

Regular Meeting: N/A

ITEM DETAILS:

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 102-69 OF THE CITY CODE PERTAINING TO COMPENSATION OF MEMBERS OF THE CIVIL SERVICE COMMISSION
Ryan Lantz, Director of Human Resources / Kim Skaggs, 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.
- 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: 12/20/2022

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

- Recommends Approval
- Forwarded Without Recommendation
- Minutes Attached
- Does Not Recommend Approval
- Recommendation Report Attached
- Minutes Not Available

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

Two questions were asked by Matt Cain (Civil Service Administrator) on behalf of the Civil Service Commissioners:

1. Does the City consider the members of the Civil Service Commission to be employees or volunteers?
2. Should the members of the Civil Service Commission receive the inflation stipend that the City paid to employees?

Council Evaluation Committee deferred these questions to the Management and Finance Policy Committee to address.

HR and Legal presented at the November 22, 2022 Management and Finance Policy Committee Meeting providing information related to City Charter, City Practice and City Code. M&F Policy Committee requested HR to gather information related to two questions:

1. What are other Civil Service Commissions doing with Commissioner's compensation?
2. What is the recommendation for Civil Service Commissioner compensation?

The information related to the questions were presented at the December, 20, 2022 M&F Policy Committee Meeting, and approved to move forward to Study Session.

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

As a result of the presentations and discussions at the November 22, 2022 and December 20, 2022 Management and Finance Policy Committee Meetings, the Committee supports the following recommendations:

1. Civil Service Commissioners should be considered volunteers and not employees
2. Civil Service Commissioners should not receive the inflation stipend that was provided to City Employees in 2022
3. Civil Service Commissioners should transition from being paid an hourly rate to receiving a monthly stipend of \$375 per month and receive \$184.43 per day of hearings

QUESTIONS FOR COUNCIL

1. Does the City consider the members of the Civil Service Commission to be employees or volunteers?
2. Should the members of the Civil Service Commission receive the inflation stipend that the City paid to employees?
3. What compensation should the Civil Service Commission receive?

LEGAL COMMENTS

Type legal comments here

Questions From the Civil Service Commission

1. Does the City consider the members of the Civil Service Commission to be employees or volunteers?
2. Should the members of the Civil Service Commission receive the inflation stipend that the City paid to employees?



City Charter

- Charter Article 3-17 creates the Civil Service Commission, but does not state whether members are employees or volunteers
- Charter Article 3-11 states that City Council “shall appoint . . . all members of the boards and commissions” and those members “shall serve at the pleasure of council and may be removed at any time, with or without cause.”
- Charter Article 3-17(2) states same specific to the Civil Service Commission members
- Charter Article 3-10 withholds from City Council the power to “direct or request the appointment of any person to, or his removal from employment by the city manager.”
- If CSC members were employees, City Council should not be able to appoint or remove them



City Practice

- City has, in practice, recruited CSC members as volunteers

FOR IMMEDIATE RELEASE



City of Aurora

Date: Oct. 30, 2018

Media Contact: Julie Patterson
Senior Public Information Officer
303.739.6617
jpatters@auroragov.org

Worth Discovering • auroragov.org

City looking for **volunteers** to serve on Civil Service Commission

AURORA, Colo. – The city of Aurora is accepting applications now for a vacancy on its Civil Service Commission, which will open in February:



City Practice

- The City has, in practice, recruited CSC members as volunteers
 - Prospective members apply through the City Clerk's Office, as with other volunteer board and commission members, not the Human Resources department

Date: [REDACTED]	City of Aurora APPLICATION FOR APPOINTMENT PLEASE TYPE OR PRINT CLEARLY	Ward No. [REDACTED]
<i>Application kept for One Year. May Attach Resume.</i>		
Board/Commission Applying For: [REDACTED]		
I certify that the foregoing information is true and correct.		
[REDACTED]	[REDACTED]	[REDACTED]
(Volunteer's name printed)	(Volunteer's signature)	(Date)
SEND COMPLETED FORM TO: CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012 PHONE: 303-739-7094 FAX: 303-739-7520.		



City Code Sec. 102-69

- “Members of the civil service commission shall be paid as compensation for their services an amount equal to \$10.56 per hour or portion thereof for time actually spent as a member of the civil service commission performing those duties authorized by the Charter with a minimum of \$21.12 (two hours) and a maximum of \$84.48 (eight hours) payable for any one calendar day. Members of the civil service commission shall be paid \$150.00 per day (four hours minimum) when conducting a hearing concerning a disciplinary appeal rather than the hourly rate and without regard to the aforementioned minimum or maximum.”
- Fair Labor Standards Act (FLSA) requires employees be paid for all hours worked, and a premium rate for overtime hours, which would be inconsistent with City Code
- FLSA allows a public entity to pay volunteers a stipend



Questions From the Civil Service Commission

1. Does the City consider the members of the Civil Service Commission to be employees or volunteers?

- a. If Council wishes to treat CSC members as employees, changes to the Code and to practice are needed

2. Should the members of the Civil Service Commission receive the inflation stipend that the City paid to employees?

- a. Charter Article 3-17(2) empowers Council to set CSC member compensation by resolution



Civil Service Commission Compensation Information

Civil Service Commissioner Pay and Hours

Year	Hourly Rate	Per Hearing/Day	Avg. Monthly Pay	Avg. Hours/Month
2022	\$13.19	\$184	\$371.16	23.13
2021	\$12.32	\$179	\$435.37	24.14
2020	\$12.00	\$174	\$407.42	24.25

Average monthly pay includes hourly rate plus compensation for hearings
2022 average pay and hours reflect January to October



Questions From Management & Finance Policy Committee

1. What are other Civil Service Commissions doing with Commissioner's compensation?

- Colorado Springs – No Compensation
- Denver – \$100 per meeting (maximum \$100 per 24 hours)
- Ft. Collins – No Compensation
- Pueblo - \$250 per month

2. What is the recommendation for Civil Service Commissioner compensation?

- Monthly stipend: \$375 per month
- Per hearing: \$184.43 per day of hearing

Stipends adjusted annual in amount of Consumer Price Index or average pay change for all full-time city employees, whichever is less



ORDINANCE NO. 2023- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 102-69 OF THE CITY CODE PERTAINING TO COMPENSATION OF MEMBERS OF THE CIVIL SERVICE COMMISSION

WHEREAS, the City Council wishes to remove any potential lack of clarity in City Code as to the status of Civil Service Commissioners as volunteers for the City of Aurora, consistent with the City's practice and all other appointed members of boards and commissions for the City; and

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INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2023.

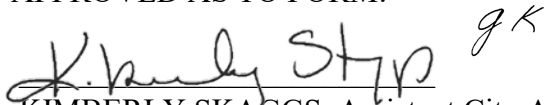
PASSED AND ORDERED PUBLISHED this ____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 gk

KIMBERLY SKAGGS, Assistant City Attorney



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Civil Service Commissioners Classification and Compensation
Item Initiator: Ryan Lantz, Director of Human Resources (requested by Matt Cain, Civil Service Administrator)
Staff Source/Legal Source: Ryan Lantz, Director of Human Resources Kim Skaggs, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

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: 2/6/2023
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.)

Due to unconventional scheduling, there are only two Study Sessions in the first two months of 2023. If this item is not addressed in the February 6, 2023 Study Session, then it will have to wait until March 6, 2023.

This item has a financial impact on the decision of how Civil Service Commissioners are compensated by the city.

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.

Ryan Lantz
Agenda Item Initiator Name

Laura Perry
Late Submission Approver Name

 1/23/2023
Agenda Item Initiator Signature Date

 1/23/2023
Late Submission Approver Signature Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Painted Prairie N. Orleans St. ROW Vacation
Item Initiator: Aja Tibbs, Senior Planner
Staff Source/Legal Source: Aja Tibbs, Senior Planner, City Management / Daniel L. Money, Senior Assistant City Attorney
Outside Speaker: Chris Fellows, Painted Prairie Owner, LLC
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/27/2023

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

Item requires a Public Hearing: Yes No

ITEM DETAILS:

INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY FOR N. ORLEANS ST., LOCATED WITHIN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (PAINTED PRAIRIE N. ORLEANS ST. RIGHT-OF-WAY VACATION)
Aja Tibbs, Senior Planner, City Management / Daniel L. Money, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

This is a request to vacate a segment of street right-of-way of Orleans Street. Street vacations are not subject to Planning Commission review and are directly the responsibility of the City Council.

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

The applicant, Painted Prairie Owner, LLC., proposes to vacate a segment of Orleans Street located along the south side of 58th Avenue. The street vacation request is part of a plan to facilitate the approval of the Painted Prairie Phase 6 Site Plan and Plat.

The right of way to be vacated is a small stub of Orleans Street that was originally intended to be the intersection at 58th Avenue. It was dedicated, designed and constructed with the Painted Priraie Phase I improvememnts. The Phase 6 site plan submission proposes to shift this interection north along 58th Avenue, so the previous street stub and existing infrastructure will relocate to the new location upon the approval and construction of Phase 6.

As this portion of right-of-way and the existing utility infrastructure has been constructed and accepted by the city, the Council must grant approval of the vacation. Staff has received submittal documents for a utility easement that will remain over the existing infrasture until it is removed and relocated.

The proposed right-of-way vacation meets the criteria found in Section 146-5.4.2.B.3.C for a street right-of-way vacation because it will not restrict access to any parcels and will not reduce the quality of public service to any adjacent property. The proposed right-of-way vacation will allow for a more cohesive design and allow development of the area to proceed.

Therefore, staff recommends approval of the right-of-way vacation.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to approve the ordinance to vacate the described portion of Orleans Street?

LEGAL COMMENTS

The City Council may approve a public right-of-way vacation if it finds that the requested vacation will not:

1. Create any landlocked parcels;
2. Restrict access to any parcel so that access is unreasonable or economically prohibitive;
3. Vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity);
4. Reduce the quality of public services to any property; or
5. Be inconsistent with any transportation plan adopted by the City.

(Code Sec. 146-5.4.2.B.3.C) (Money)



Subject Site

Painted Prairie Phase Six Street Vacation



Aurora is Worth Discovering!



City of Aurora, Colorado

Planning & Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7217
GIS@auroragov.org

Case Number: 2022-8008-01
Development Application: #1556-31

February 8, 2023

Aja Tibbs
Senior Planner
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, Colorado 80012

Re: Painted Prairie Phase 6

Dear Aja:

We are pleased to be submitting the rights of way vacation documents that are required for the Painted Prairie Phase Six project. The following documents are included for your review: Rights of Way Vacation Exhibit, Legal Description, Closure Report, and Property Owner Authorization.

The Painted Prairie Development is an exciting new community with a mix of residential and commercial buildings. The site is located near the Denver International Airport and is adjacent to the Gaylord Rockies Resort & Convention Center. Painted Prairie is currently working toward completing construction on the first 1000 homes in Filings 1, 2, and 3.

Painted Prairie Phase 6 is a 13.5 acre traditional neighborhood development organized around a highly connected street and pedestrian network. This phase is located in PA-22, and the eastern portion of PA-21 within the Painted Prairie Master Plan. The northeast corner of this phase is located at the intersection of Picadilly Rd and E. 57th Avenue. Its northern boundary runs along 58th Avenue, south of High Prairie Park, and is adjacent to the southeastern portion of Phase One (CN 2017-4005-00).

Painted Prairie Phase Six includes 81 residential lots/units and interconnected parks and open spaces. The lot layout requires that a portion of previously dedicated rights of way (ROW) be vacated. The intersection of N. Orleans Street and E. 59th Avenue was constructed with Phase One, but due to site plan changes, it will be moved further east. This change requires a vacation of the current ROW to remove the curb cut. New ROW will be dedicated on the Filing 8 Subdivision Plat to realign the intersection in its correct location. There is an existing City of Aurora watermain within the proposed vacated area. A utility easement will be granted over this watermain until it can be removed during construction.

Thank you for your time, consideration, and review of this project. I look forward to working with you to get this project to completion. Please contact me if you have any questions.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES

A handwritten signature in black ink that reads "Alina Randall". The signature is written in a cursive, flowing style.

Alina Randall, P.E.
Project Manager

PAINTED PRAIRIE PHASE 6 STREET VACATION

Project No: DA-1556-31

Aurora City Council

February 27, 2023



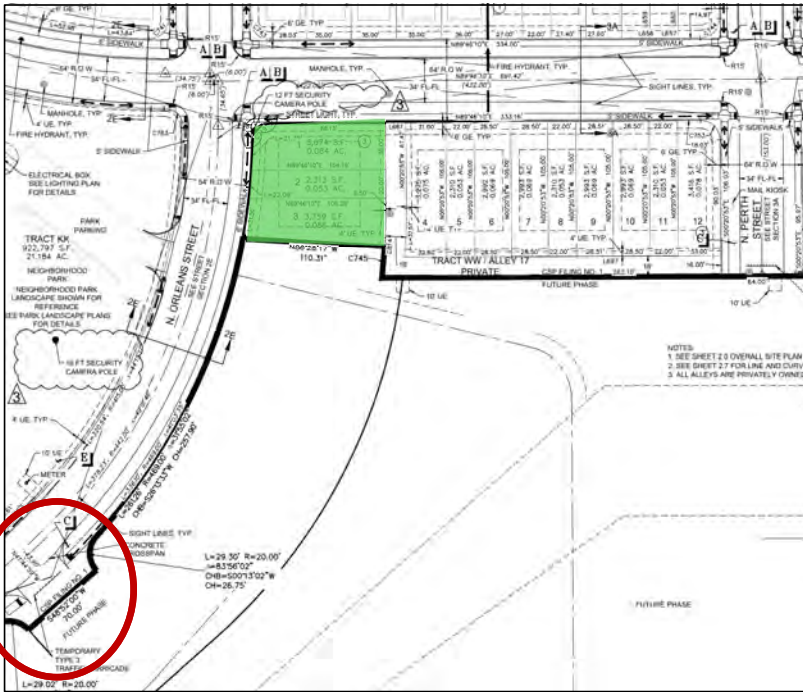


PROJECT LOCATION

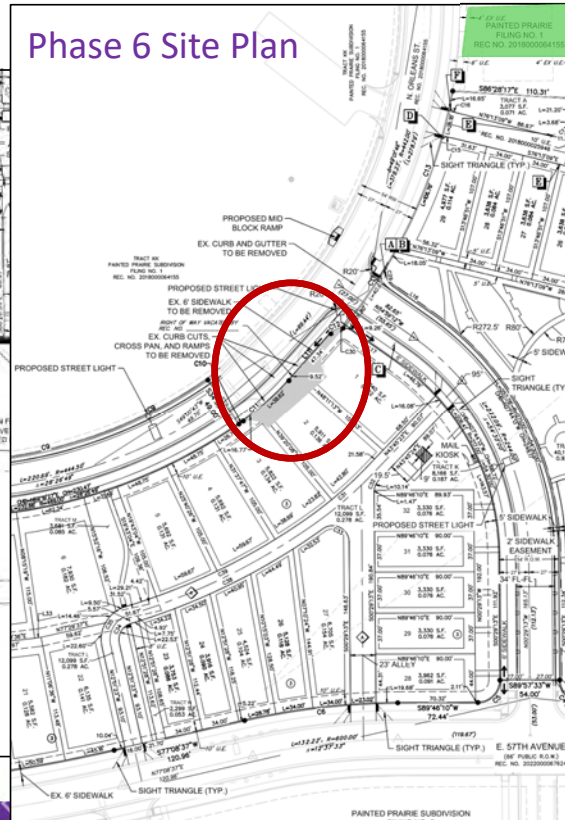


REQUEST

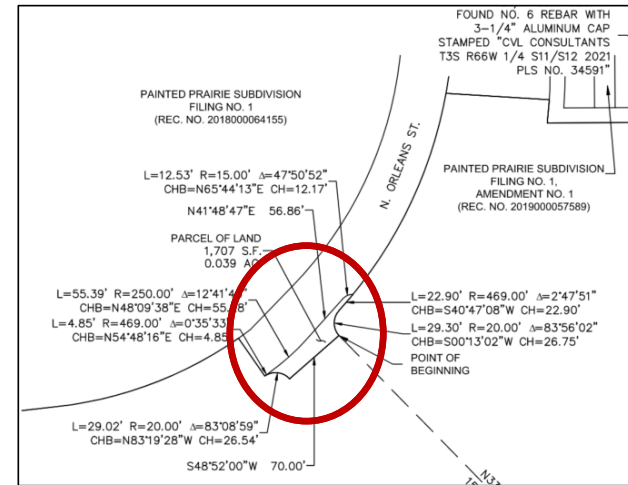
Phase 1 Site Plan



Phase 6 Site Plan



Right of way to be vacated





PAINTED PRAIRIE

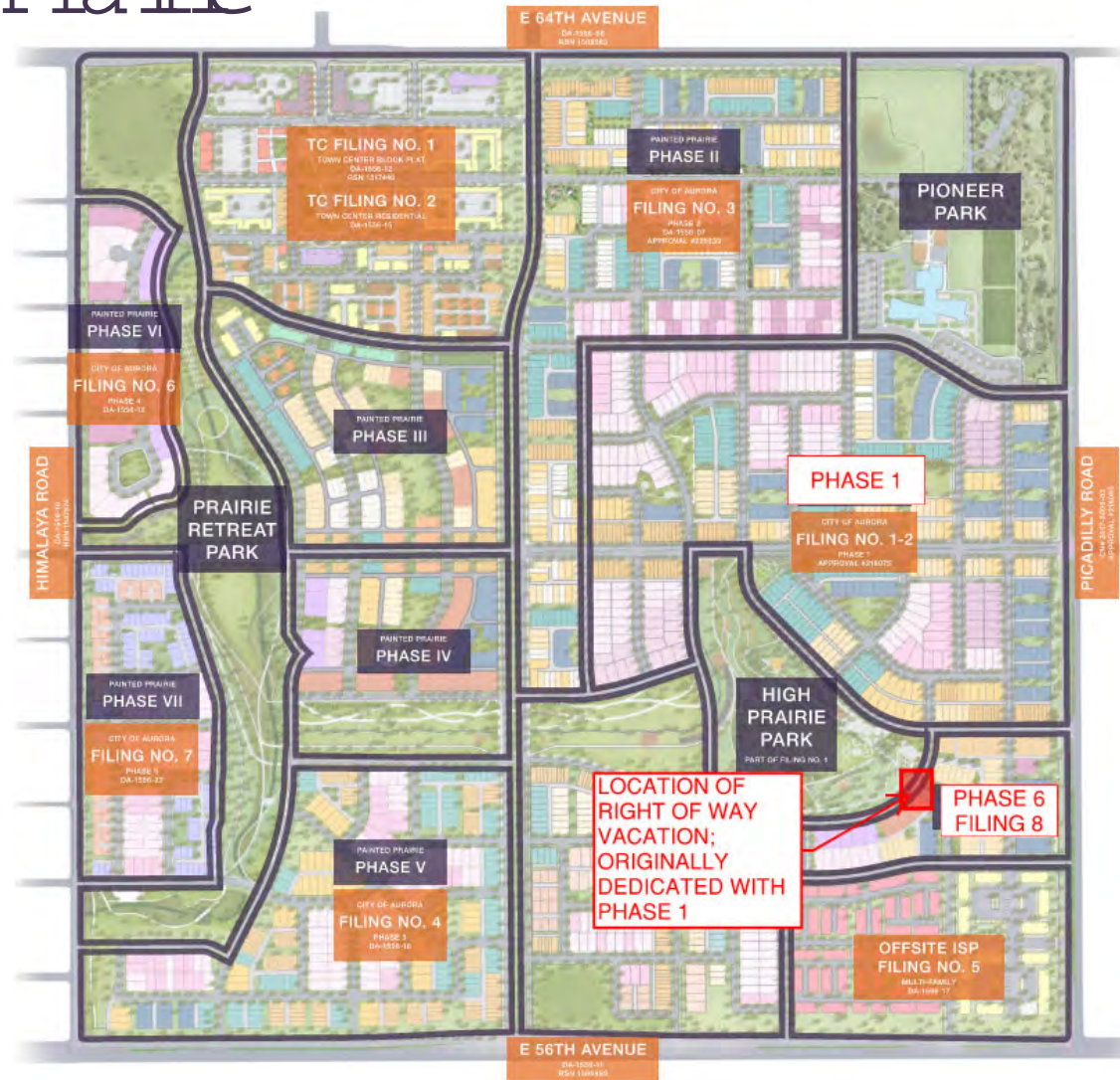
Painted Prairie Filing 8 Phase 6 ROW Vacation Presentation

LIVE.
UNEXPECTED.
FRESH. URBAN LIVING.



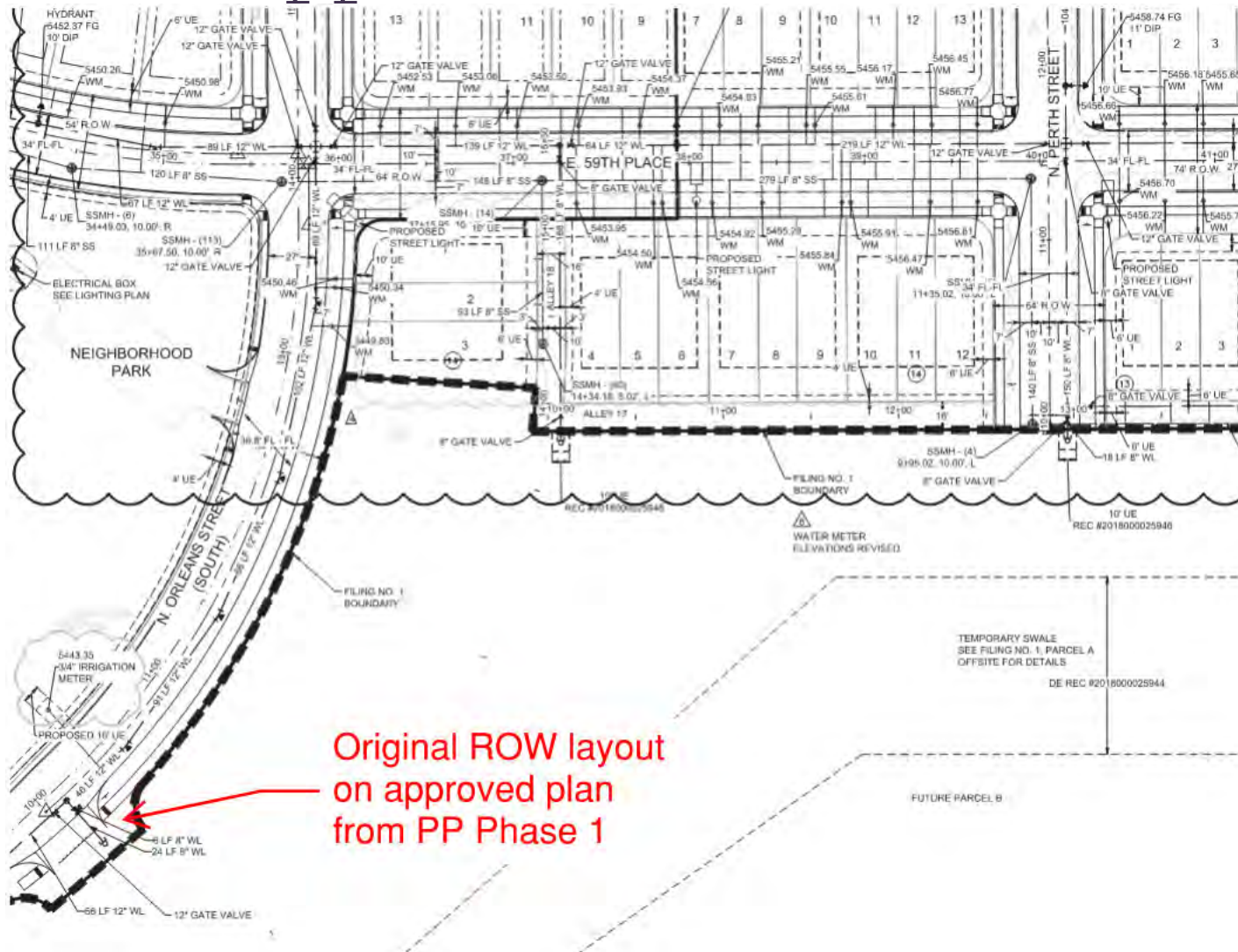


Painted Prairie



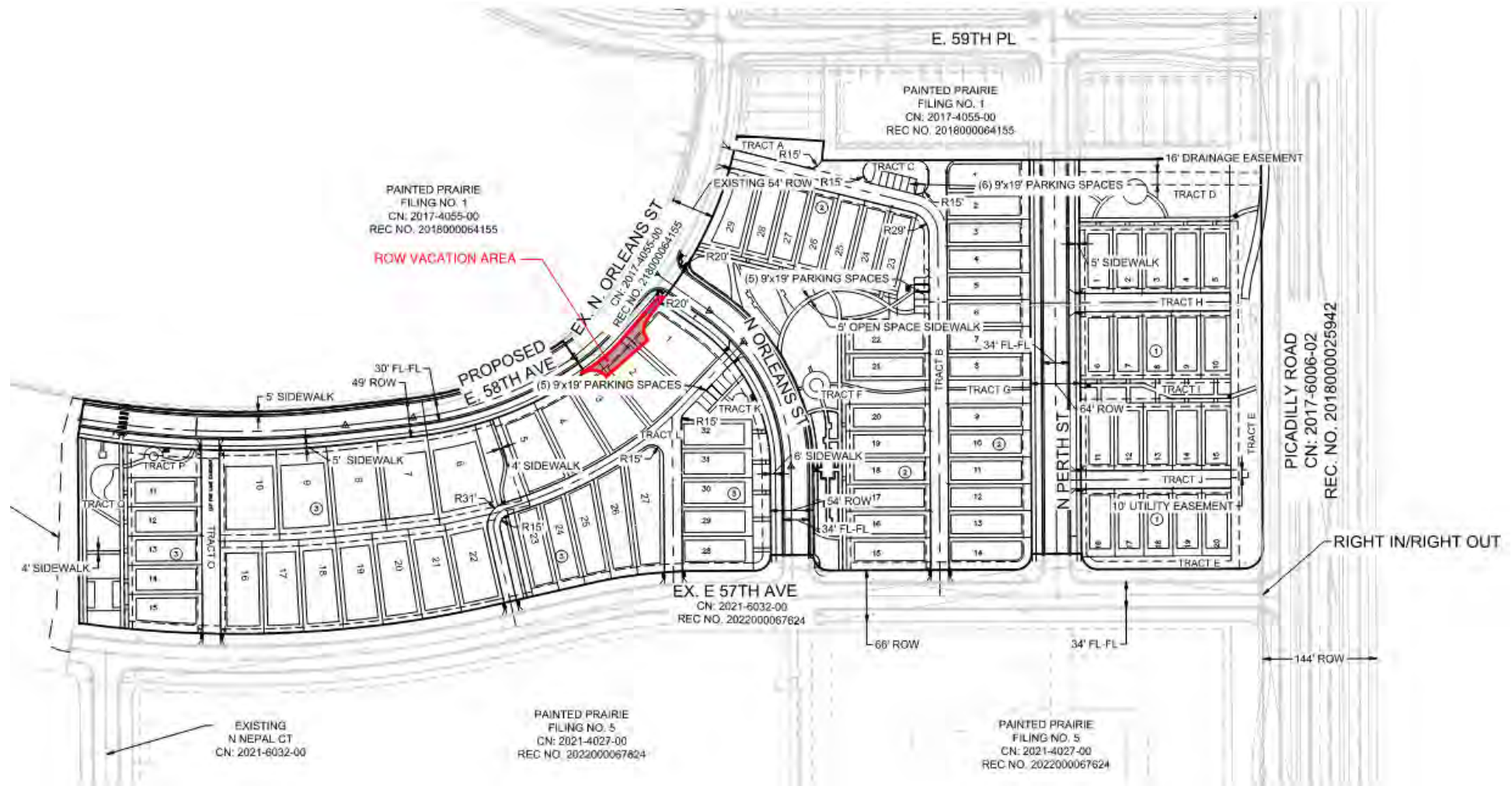


Phase 1 Plan Approval

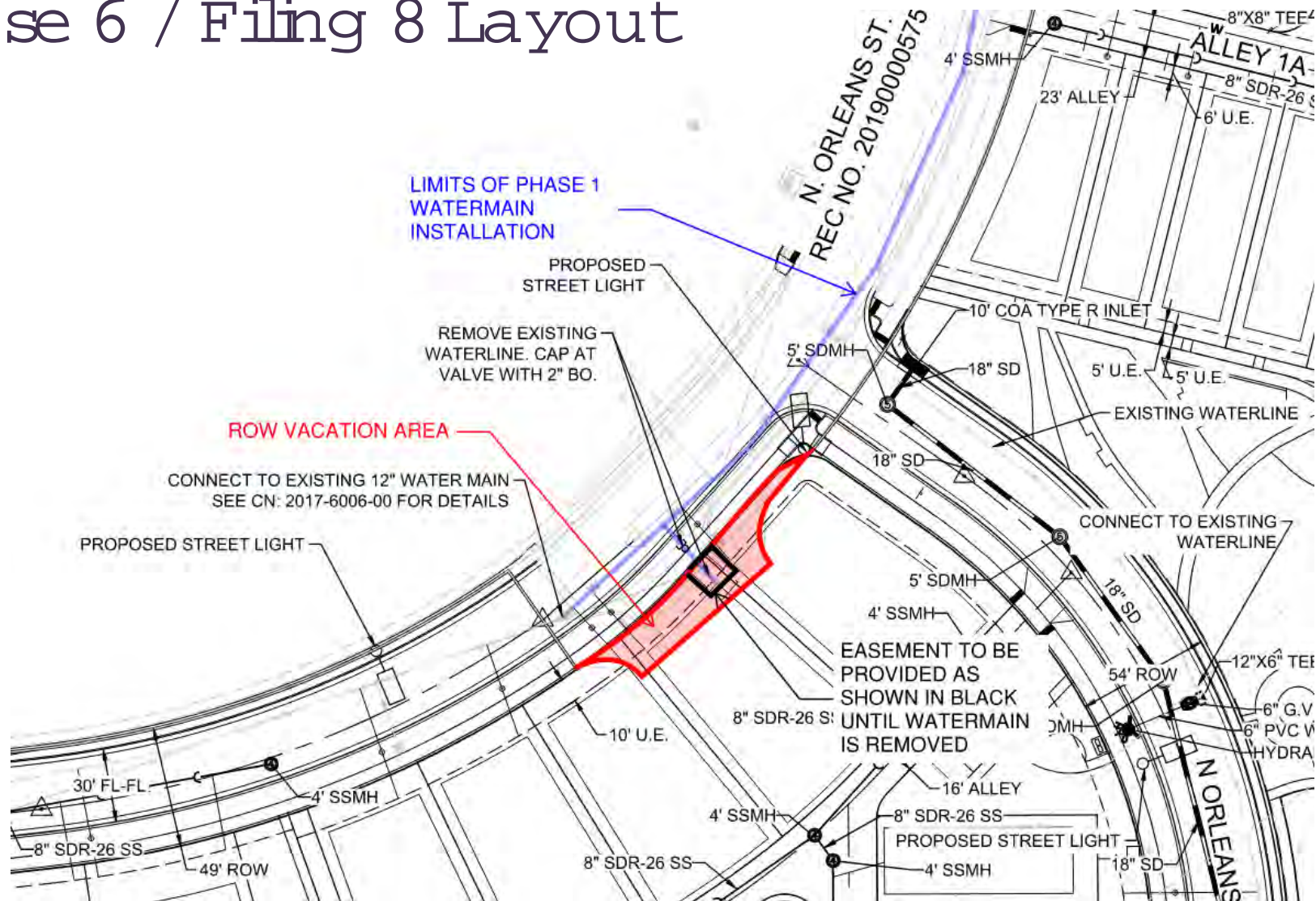


Original ROW layout
on approved plan
from PP Phase 1

Phase 6 / Filing 8 Layout



Phase 6 / Filing 8 Layout





ORDINANCE NO. 2023 - ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY FOR N. ORLEANS ST., LOCATED WITHIN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (PAINTED PRAIRIE N. ORLEANS ST. RIGHT-OF-WAY VACATION)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The public right-of-way for a portion of N. Orleans St., located within Section 11, Township 3 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described in Exhibit A, is hereby vacated.

Section 2. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. Pursuant to Section 5-5 of the 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 _____, 2023.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Daniel L Money RLA

DANIEL L. MONEY, Senior Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION

RIGHT OF WAY DEDICATED TO THE CITY OF AURORA BY PAINTED PRAIRIE SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2018000064155 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, TO BE VACATED, SAID RIGHT OF WAY BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "BOWMAN CONSULTING T3S 11/12/14/13 R66W 2019 PLS 38272" IN A RANGE BOX, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 11 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "CVL CONSULTANTS T3S R66W 1/4 S11/S12 2021 PLS 34591" IN A RANGE BOX, IS ASSUMED TO BEAR NORTH 00°13'50" WEST, A DISTANCE OF 2658.63 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 33°12'14" WEST A DISTANCE OF 1567.85 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF N. ORLEANS STREET BEING RECORDED IN PAINTED PRAIRIE SUBDIVISION FILING NO. 1, AT RECEPTION NO. 2018000064155 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 48°52'00" WEST, A DISTANCE OF 70.00 FEET, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°08'59", AN ARC LENGTH OF 29.02 FEET, THE CHORD OF WHICH BEARS NORTH 83°19'28" WEST, A DISTANCE OF 26.54 FEET, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, BEING A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 469.00 FEET, A CENTRAL ANGLE OF 00°35'33", AN ARC LENGTH OF 4.85 FEET, THE CHORD OF WHICH BEARS NORTH 54°48'16" EAST, A DISTANCE OF 4.85 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 12°41'43", AN ARC LENGTH OF 55.39 FEET, THE CHORD OF WHICH BEARS NORTH 48°09'38" EAST, A DISTANCE OF 55.28 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 41°48'47" EAST, A DISTANCE OF 56.86 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 47°50'52", AN ARC LENGTH OF 12.53 FEET, THE CHORD OF WHICH BEARS NORTH 65°44'13" EAST, A DISTANCE OF 12.17 FEET, TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY, BEING A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 469.00 FEET, A CENTRAL ANGLE OF 02°47'51", AN ARC LENGTH OF 22.90 FEET, THE CHORD OF WHICH BEARS SOUTH 40°47'08" WEST, A DISTANCE OF 22.90 FEET, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, TO A POINT OF REVERSE CURVATURE;

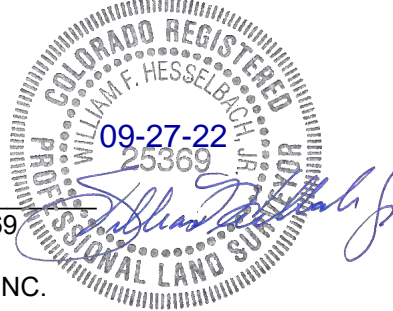
EXHIBIT A

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°56'02", AN ARC LENGTH OF 29.30 FEET, THE CHORD OF WHICH BEARS SOUTH 00°13'02" WEST, A DISTANCE OF 26.75 FEET, ALONG SAID SOUTHEASTERLY RIGHT OF WAY, TO THE **POINT OF BEGINNING**,

SAID RIGHT OF WAY CONTAINING A CALCULATED AREA OF 1,707 SQUARE FEET OR 0.039 ACRE, MORE OR LESS.

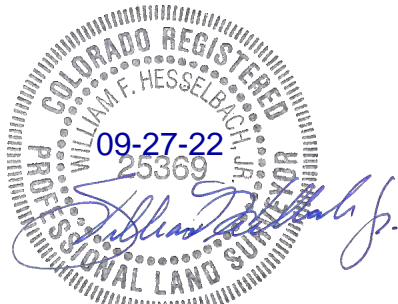
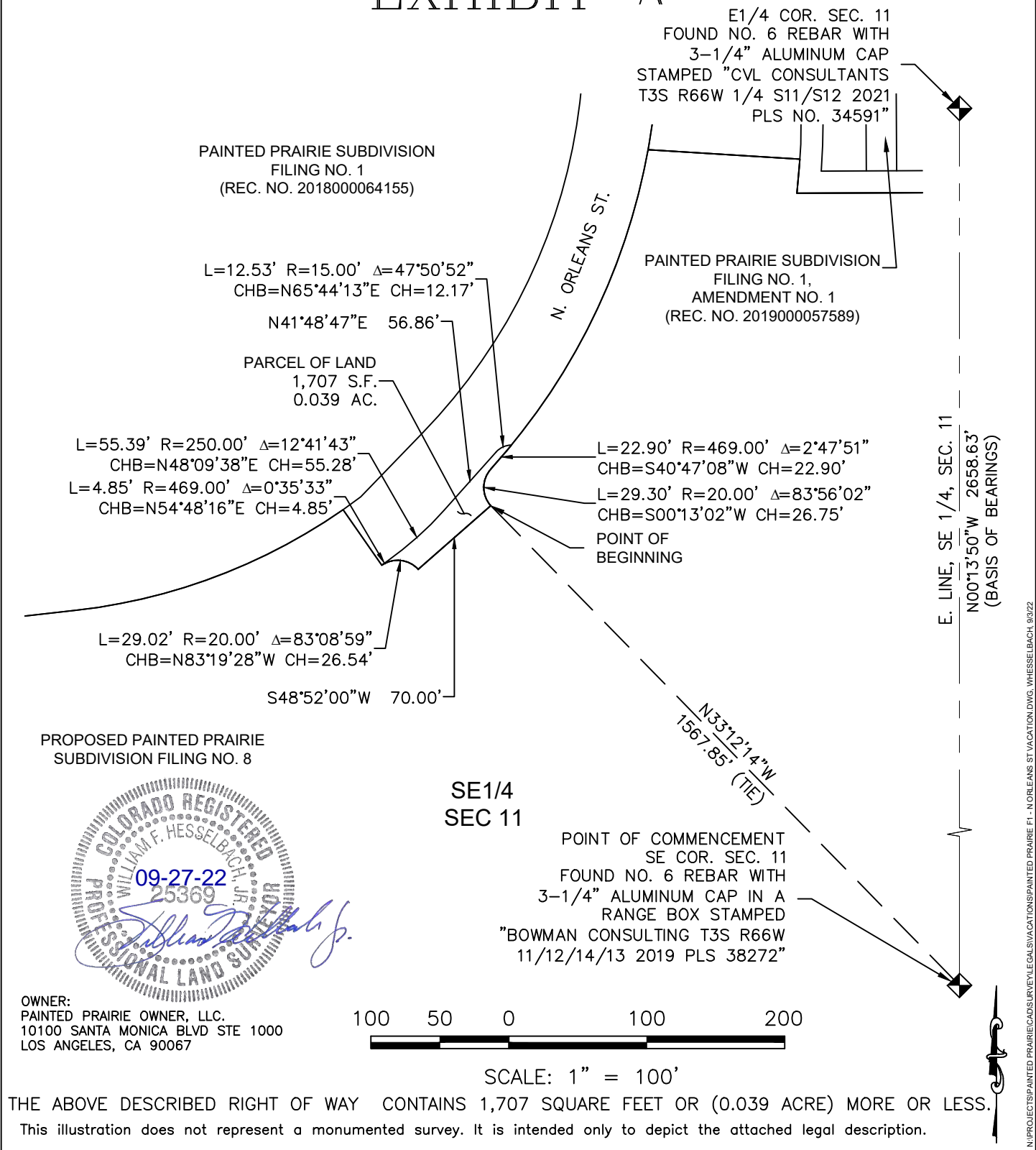
THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH, JR., 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.

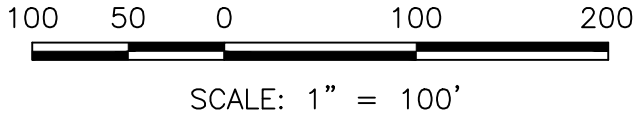


WILLIAM F. HESSELBACH, JR., P.L.S. 25369
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

ILLUSTRATION FOR EXHIBIT A



OWNER:
PAINTED PRAIRIE OWNER, LLC.
10100 SANTA MONICA BLVD STE 1000
LOS ANGELES, CA 90067



THE ABOVE DESCRIBED RIGHT OF WAY CONTAINS 1,707 SQUARE FEET OR (0.039 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			A RIGHT OF WAY, TO BE VACATED, SITUATED WITHIN PAINTED PRAIRIE SUBDIVISION FILING NO. 1, SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 11, T3S, R66W, 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
BY: MJP	SCALE: 1" = 100'	R.O.W.	
CK'D: WFH	DATE: 09/02/2022	JOB NO. 30155402	

N:\PROJECTS\PAINTED PRAIRIE\CAD\SURVEY\LEGA\S\AVACATION\PAINTED PRAIRIE F1 - N ORLEANS ST VACATION.DWG, WHESELBACH 9/9/22



CITY OF AURORA

Council Agenda Commentary

Item Title: Proposed Drought Surcharge Change to Rate
Item Initiator: Fernando Aranda, Rate Analyst, Aurora Water
Staff Source/Legal Source: Marshall Brown, General Manager, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

ITEM DETAILS:

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 138-223 OF THE CITY CODE PERTAINING SERVICES FOR THE PROVISION OF WATER
Marshall Brown, General Manager, Aurora Water / Ian Best, Assistant City Attorney

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 1/18/2023

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |

Minutes Attached

Minutes Not Available

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

On January 18, 2023, the Water Policy Committee supported moving the APPROVAL OF AN ORDINANCE amending section 138-223 of the City Code pertaining to service for the provision of water forward to Study Session.

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

In anticipation of a request for a drought declaration for 2023, staff began preparation for messaging on drought surcharges included in the rates ordinance approved in 2022. These surcharges are triggered by Water Availability Stage declarations, beginning at Stage I. The surcharges serve two functions: 1) to provide incentives for outdoor water use reductions to help meet the target goals identified in the Water Management Plan; and 2) to help fund opportunistic water leases to assist with reservoir recovery during and following a drought.

The current surcharges were projected to be challenging for multifamily and commercial rate classes, which use an allocation method that does not delineate indoor use for properties that have a single meter for both indoor and irrigation use. The residential rate class currently recognizes the indoor use component through the existing tier structure, with tier 1 reflecting indoor use which is exempt from surcharges. Current surcharges for the residential rate only apply to tier 2 and above. This proposed change to the surcharges through the Rate Ordinance will correct the multifamily and commercial challenge by providing an indoor use component based on the winter quarter average calculation used for sewer charges. To be consistent, this change will also be applied to the residential class.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving the APPROVAL OF AN ORDINANCE amending section 138-223 of the City Code pertaining to service for the provision of water forward to the next Council meeting?

LEGAL COMMENTS

City Charter authorizes the City Council to establish, by ordinance, rates, rules, regulations, and extension policies, for services provided by city-owned utilities. (City Charter Section 12-3) (Best)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: See Attached Fiscal Impact Form

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: This drought surcharge adjustment will result in increased cost for higher water use for outdoor irrigation. Should outdoor water reductions achieve targeted goals of 20%, this adjustment would be cost neutral for customers.

ORDINANCE NO. 2023- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 138-223 OF THE CITY CODE PERTAINING SERVICES FOR THE PROVISION OF WATER

WHEREAS, Aurora Water continually monitors its rates and their impacts on current and future commercial and residential customers and seeks to adjust Aurora Water rates to recognize the probability of a drought condition; and

WHEREAS, Aurora Water has prepared the “Aurora Water Management Plan ” to promote efficient use of water for both indoor and outdoor purposes and to describe the rules and regulations as required by Section 138-189 of the Aurora City Code to administer the Water System; and

WHEREAS, Aurora Water’s multi-year phased residential rate structure has the goal of encouraging conservation efforts by higher volume customers while maintaining affordability for lower volume water customers.

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

Section 1. That Section 138-223 of the City Code of Aurora is hereby amended to read as follows:

Sec. 138-223. - Water rates and charges.

(a) The water availability surcharges will be in addition to the rates described in subsection (a)(2)(a) of this section. The applied water availability surcharges for each customer shall be based on the customer's cumulative usage in each tier or rate as applicable and the approved water availability conditions stage. The water availability surcharges for each customer class shall be as follows:

(1) *Monthly service charges.*

Effective January 1, 2023

Meter Size (Inches)	Residential, Multifamily and Commercial	Irrigation
5/8 and 3/4	\$13.51	\$12.91
1 and 1 1/4	\$20.66	\$18.91
1 1/2	\$32.58	\$28.90

2	\$46.90	\$40.91
3	\$85.04	\$72.90
4	\$127.95	\$108.89
6	\$247.18	\$208.88
8	\$505.74	\$328.84

- (2) a. *Metered water rates.* The rate for water used each billing period by each customer class shall be as follows:

Residential
Effective January 1, 2023

Tier 1	0 5,000 gallons, per 1,000	\$5.63
Tier 2	5,001—10,000 gallons, per 1,000	\$6.53
Tier 3	10,001 — 20,000 gallons, per 1,000	\$7.35
Tier 4	20,001 gallons and over, per 1,000	\$11.55

Effective January 1, 2023

	Multifamily	Commercial	Irrigation
Cost per 1,000 gallons used up to 100% of customer's annual block allocation	\$5.98	\$6.29	\$7.68
Cost per 1,000 gallons used greater than 100% of customer's annual block allocation	\$6.58	\$6.92	\$8.46

- b. *Water availability surcharges.* Prior to imposing any water availability surcharges, the city council shall determine the water availability conditions by supplemental resolution. The water availability surcharges shall be in effect until further action by council.

The water availability surcharges will be in addition to the rates described in subsection (a)(2)(a) of this section. The applied water availability surcharges for each customer shall be based ~~on the customer's cumulative usage in each tier or rate as applicable and the approved water availability conditions stage~~ **on usage above**

the customer's average monthly winter water consumption computed from meter readings taken during the winter period (winter quarter average). For purposes of this section, the term "winter period" and the method of computing winter quarter average shall be defined in rules and regulations promulgated by the director of water. The water availability surcharges for each customer class shall be as follows:

~~Surcharges for Residential and Multifamily
With Less Than Five Individual Units
Effective January 1, 2023~~

Water Availability Conditions					
Tier	Water availability conditions	Normal	Stage I	Stage II	Stage III
I	Surcharge per 1,000 gallons used up to 5,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00
II	Surcharge per 1,000 gallons used for 5,001 to 10,000 gallons	-0.00	\$0.91	\$2.72	\$8.21
III	Surcharge per 1,000 gallons used for 10,001 to 20,000 gallons	-0.00	\$1.00	\$2.98	\$9.00
IV	Surcharge per 1,000 gallons used for 20,001 gallons and over	-0.00	\$1.54	\$4.59	\$13.84

~~Surcharges for Multifamily With Five or More Units
Effective January 1, 2023~~

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	\$0.91	\$2.72	\$8.20
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	-0.00	\$1.00	\$2.99	\$9.01

~~Surcharges for Commercial
Effective January 1, 2023~~

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	\$0.94	\$2.80	\$8.46
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	\$0.00	\$1.03	\$3.08	\$9.30

**Surcharges for Residential, Multifamily and Commercial
Effective April 1, 2023**

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 110% of winter quarter average	\$0.00	\$0.00	\$0.00	\$4.20
Surcharge per 1,000 gallons used above 110% winter quarter average	\$0.00	\$1.95	\$7.60	\$12.60

**Surcharges for Irrigation
Effective ~~January 1, 2023~~ April 1, 2023**

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	\$1.15 \$1.95	\$3.42 \$7.20	\$15.49 \$12.60
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	\$0.00	\$1.26 \$1.95	\$3.77 \$7.20	\$17.05 \$25.20

(b) *Definitions.* For purposes of this section, the following words and phrases shall have the meanings ascribed to them:

- (1) A customer's "annual block allocation" is an individualized annual water budget amount allocated to each commercial, irrigation, and multifamily with five or more units for use in each calendar year. The annual block allocation shall be determined by the projected demand of the commercial, multi-family, irrigation or mixed use user as defined in the city water engineer standards and specifications. Unused allocation amounts will not carry to subsequent years. The director may establish a review or appeal process and pursuant to such review or appeal process may adjust a customer's annual block allocation if the director determines that the customer's current annual block allocation is not appropriate, provided that the director determines the customer is using best water management practices, the customer is not wasting water, and the customer can clearly show water efficiency measures have been implemented.
- (2) The "water management plan" shall refer to the rules and regulations established by the director of water regarding water allocation, usage restrictions, and conservation adopted pursuant to section 2-3.
- (3) The term "residential" shall mean single-family detached, individually metered single-family attached, and multifamily users. The terms single-family detached, single-family attached and multifamily will have the same definitions as in section 138-221.
- (4) The term "multi-family" shall mean multifamily users and existing master metered single-family attached. The terms single-family attached and multifamily will have the same definition as section 138-221.
- (5) "Irrigation users" are those accounts that consume water only for irrigating external lawn areas or areas covered with vegetation.
- (6) The term "commercial" shall mean commercial users as defined in section 138-221.
- (7) "Construction and hydrant water users" are users that obtain water service through a hydrant meter.
- (8) The term "water service" shall mean the retail sale of water and all services attendant thereto by the city to single-family detached, single-family attached, multifamily, commercial, and irrigation users. Water service shall not include the sale or trade of water by the city to a municipal or quasi-municipal water supplier for resale or use by such water supplier in accordance with such terms and conditions as the city council may establish.
- (9) The term "base rate" shall mean the adopted charges for water services described in subsection (a)(2)(a) of this section.

(c) *Private fire protection service.*

Fire Line Tap Size (Inches)	Monthly Service Charge Inside City Effective January 1, 2023
2	\$2.42
3	\$5.28
4	\$9.51
6	\$21.14

8	\$36.24
10	\$57.38
12	\$75.50

- (d) *Outside city.* The council shall have the sole and exclusive authority to contract to furnish water service outside the city limits and to determine and classify all uses therefor. Whenever a contract is made to furnish water service outside of the city limits, the city council may establish a rate for furnishing water service, which rate may be one and one-half times the in-city rate unless other consideration is recommended by the director. Factors the city council will consider establishing such rate include, but are not limited to, water acquisition costs, transportation costs, treatment costs, debt service costs, infrastructure development costs, improvement and maintenance costs, and any potential offsetting benefit to the water utility or the City. In such outside city contracts, the city council may also require payment of a service connection fee not less than one and one-half times the in-city fee for each tap or tap equivalent which is to receive water from the city unless other consideration is recommended by the director of city water.
- (e) *Nonpotable irrigation water service.* Internal city charges for nonpotable irrigation water services shall be determined by the city manager or designee in accordance with section 2-587.
- (f) *Construction and hydrant water.* The following charges are established for water service furnished through a hydrant meter:
- (1) *Monthly service charge.* The monthly service meter charge shall be as follows:
- | Meter Size (Inches) | Monthly Charge Effective January 1, 2023 |
|---------------------|--|
| ¾ | \$12.62 |
| 3 | \$80.04 |
- (2) *Water usage rate.* All water furnished shall be charged at the rate of \$10.19 effective January 1, 2023 per 1,000 gallons.
- (g) *Public fire protection service.* An annual fee shall be paid to the water department by the fire department responsible for fire protection service within the limits of the city. The amount of such fee shall be established by the director of water in accordance with the provisions of section 2-587.
- (h) Water service may be provided to customers within city water service area by other service providers when approved by the director of city water by written agreement. The rates paid by these customers will be the rates established by the outside service provider.

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. The Mayor and City Clerk are hereby authorized to execute the ordinance 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 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 _____, 2023.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best RLA

IAN BEST, Assistant City Attorney



Aurora Water

Drought Pricing Proposal 2023

Agenda

- Existing Surcharges
- Challenges
- Proposed New Methodology
- Next Steps

Existing Surcharges

Drought Surcharges				
Water Management Plan Stages	Existing Rates	Stage I	Stage II	Stage III
Water Availability Condition		Severely Dry	Exceptionally Dry	Emergency Conditions
Conservation factor (Outdoor Use)		20%	50%	100%
Existing Drought Surcharges per Code				
Residential Surcharges		15%	46%	138%
Block 1 (0-5Kgals)	\$5.63	\$0.00	\$0.00	\$0.00
Block 1 (6-20Kgals)	\$6.53	\$0.91	\$2.72	\$8.21
Block 2 (21-40Kgals)	\$7.35	\$1.00	\$2.98	\$9.00
Block 3 (>41Kgals)	\$11.55	\$1.54	\$4.59	\$13.84
Commercial Surcharges				
Block 1	\$6.29	\$0.94	\$2.80	\$8.46
Block 2	\$6.92	\$1.03	\$3.08	\$9.30
Multifamily Surcharges				
Block 1	\$5.98	\$0.91	\$2.72	\$8.20
Block 2	\$6.58	\$1.00	\$2.99	\$9.01
Irrigation Surcharges				
Block 1	\$7.68	\$1.15	\$3.42	\$15.49
Block 2	\$8.46	\$1.26	\$3.77	\$17.05

Existing Surcharges

- Can be implemented starting in April 2023
- Surcharges apply to all usage throughout the year
- **How it works**
 - Only residential 0-5Kgals is not surcharged
 - Surcharges follows existing rate structure

WQA Option

- Can be implemented starting in April 2023
- **How it works**
 - Winter Quarter Average (WQA) – Dec-Jan-Feb usage average
 - Only usage above WQA+10% is subject to the surcharge
 - 10% Cushion to help customers with variance during winter
 - A Minimum WQA floor of 5,000 gallons is established for residential customers this helps snowbirds and small families
 - Irrigation customers are surcharged on all usage

Pros and Cons

Options	Pro	Cons
<p>Existing Surcharges</p>	<ul style="list-style-type: none"> • Existing structure • Lower Surcharges 	<ul style="list-style-type: none"> • Impact customers with no outdoor usage (MF & Com) • Surcharges apply to all year usage • Large families are affected
<p>WQA Option (Winter Quarter Consumption)</p>	<ul style="list-style-type: none"> • Impact mainly customers with outdoor usage • Recognize Large family's indoor usage • Affects mainly usage during summer 	<ul style="list-style-type: none"> • Requires education to customers • Strange pattern customers with no outdoor usage may be affected

Drought Model Results – Stage 1 -WQA

	Stage 1	Stage 2	Stage 3
Residential Surcharges			
Up to 110% WQA	\$0.00	\$0.00	\$4.20
Over 110% WQA	\$1.95	\$7.60	\$12.60
Commercial Surcharges			
Up to 110% WQA	\$0.00	\$0.00	\$4.20
Over 110% WQA	\$1.95	\$7.60	\$12.60
Multifamily Surcharges			
Up to 110% WQA	\$0.00	\$0.00	\$4.20
Over 110% WQA	\$1.95	\$7.60	\$12.60
Irrigation Surcharges			
All Usage	\$1.95	\$7.60	\$25.20



Customer Impact Example

Average Customer

Item	Average Usage	Usage after 20% Outdoor Reduction	Existing Bill	Proposed Bill after reduction and Surcharge
Total	88.0	82.6	\$689.48	\$693.14
AWC	5 .0		Annual \$ impact	\$3.66
			Annual % Impact	0.53%

High Water User

Item	Average Usage	Usage after 20% Outdoor Reduction	Existing Bill	Proposed Bill after reduction and Surcharge
Total	104.0	98.1	\$797.08	\$800.35
AWC	6.0		Annual \$ impact	\$3.27
			Annual % Impact	0.41%

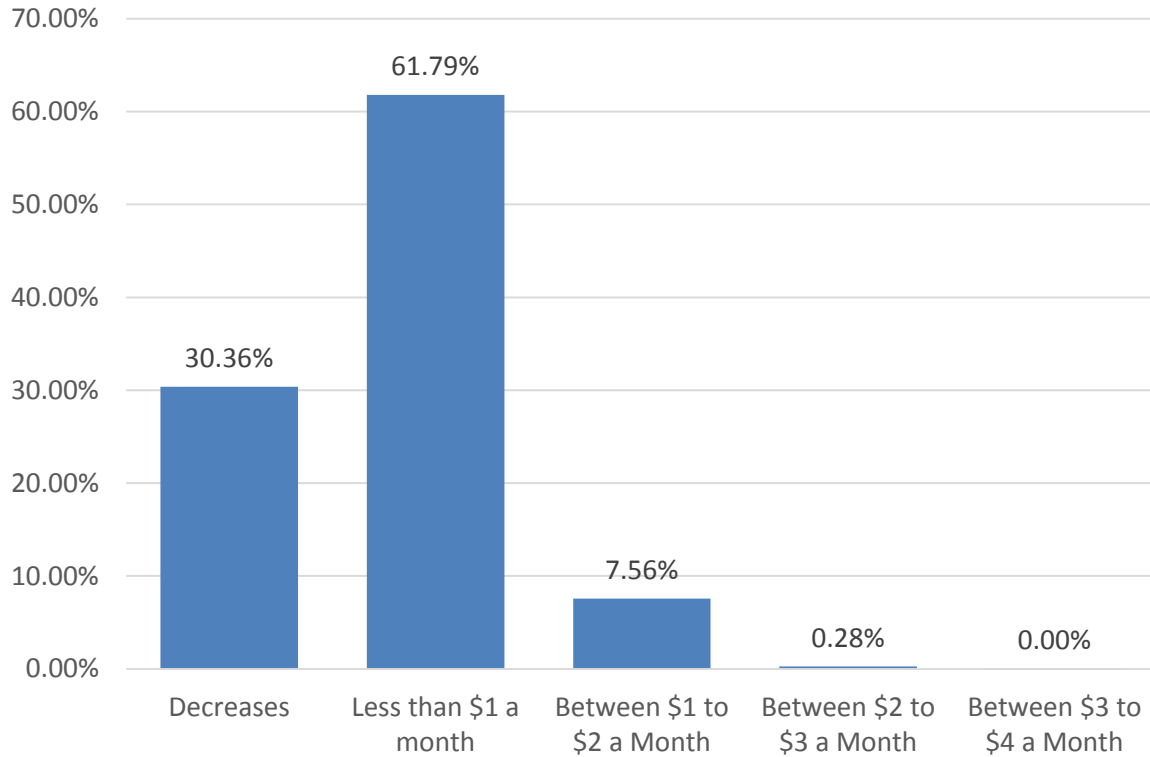
Unsustainable Water User

Month	Average Usage	Usage after 20% Outdoor Reduction	Existing Bill	Proposed Bill after reduction and Surcharge
Total	151	142.24	\$1,136.17	\$1,131.71
AWC	8.7		Annual \$ impact	(\$4.46)
			Annual % Impact	-0.39%

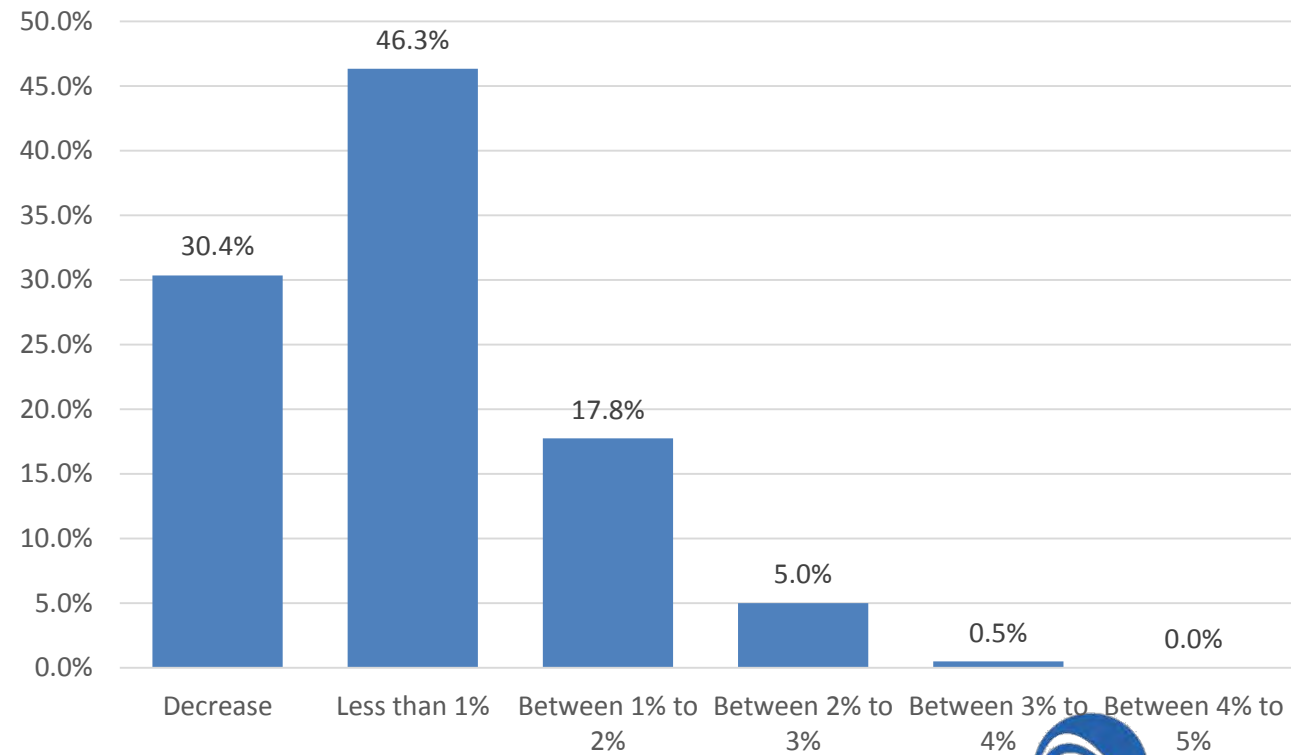


Impacts Residential Customers

\$ Impact



% Impact



Impacts are small because surcharges only recover revenue losses due to decrease



AURORA
WATER

Next-Steps

- Proposing the WQA option \$1.95/thousand gallons drought surcharge
- Communications plan
 - “All hands” approach to educate customers on surcharge impacts and options
 - NewsAurora & This is Aurora
 - Social media
 - Traditional media
 - Drought mailer to all customers
 - Aurora8
 - Ward meetings

Next-Steps

- Schedule
 - Citizens' Water Advisory Committee – January 10, 2023
 - Water Policy Committee – January 18, 2023
 - Study Session – February 6, 2023
 - Regular Session – February 13, 2023
 - 1st Publication - February 16, 2023
 - Final Reading – February 27, 2023
 - 2nd Publication – March 2, 2023
 - Reconsideration ends – March 13, 2023
 - Effective date – April 1, 2023

Water Policy Committee (WPC) Meeting
January 18, 2023

Members Present: Council Member Steve Sundberg Chair, Council Member Alison Coombs
Vice Chair, Council Member François Bergan

Absent:

Others Present: Casey Rossman, Greg Baker, Marshall Brown, Rachel Allen, Fernando Aranda, Ian Best, Dan Brotzman, Steve Cann, Alex Davis, Dick Eason, Steve Fiori, Michelle Gardner, Sonya Gonzalez, Dan Mikesell, John Murphy, Gail Thrasher, Tim York, Sarah Young, Adam Waters, Abba Ahmed, Morgan Hopkins-Crawly, Diana Denwood, Eric Schneider

1. Approval of Minutes

The December 20, 2022, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Report
- B. Monthly Water Supply Update

Summary of Issue and Discussion: CM Bergan asked how the reservoirs are doing in terms of storage? J. Murphy replied, at the end of December, we are about 55% of storage capacity. CM Sundberg asked, how does that compare to last year? J. Murphy replied, at the end of December of last year, the reservoirs had 10,000 acre feet more of storage than this year. G. Baker added, we can project out to early April when we start to see run-off and we will probably be about 48-49% of storage capacity which is lower than we have been since 2013.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. Citizen’s Water Advisory Committee (CWAC) Quarterly Report

Summary of Issue and Discussion: D. Eason gave an overview of who CWAC is, their purpose and what the Water Policy Committee can expect to hear with their quarterly reports.

Outcome: Informational only.

Follow-Up Action: Informational only.

4. Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement

Summary of Issue and Discussion: A. Ahmed gave a presentation.

CM Bergan asked, if the cloud-seeding only took place until April? A. Ahmed responded, yes, it takes place from November to April and is based on climate, we cannot seed without the right temperature. CM Bergan asked, why Colorado Springs had pulled out of the agreement? A. Davis replied, it had a lot to do with the leadership at Colorado Springs, who were opposed to the program. However, with new leadership, we are hoping they will participate in the program again.

CM Coombs asked, with the escalating costs, if more partners were involved, would that lower the cost for each partner and if we will expect a continued escalation of the cost of actual materials for this project? A. Ahmed responded, yes, the more partners that are involved, the lower the cost depending on each partner's budget. However, costs are also dependent on market forces which are also a factor in the increasing cost, this is especially true when transitioning from manual to automatic generators.

CM Bergan asked, is the transition to the automatic generators a significant cost difference? Or are we just trying to phase those in? A. Ahmed replied, we are slowly phasing in the automatic generators, but the manual generators are still effective.

Outcome: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement and will forward to the next Study Session for consideration.

5. Citizen's Water Advisory Committee (CWAC) Restructure Proposal

Summary of Issue and Discussion: M. Brown discussed restructuring CWAC to become more involved with challenges in the water supply space including evaluating water supply proposals, reviewing large projects who may use a lot of water but may add a substantial economic value to the city, evaluating extra territorial requests to provide water outside our service area, and annexations that may have water supply implications. CWAC is supportive of the restructure.

CM Bergan responded with concerns about adding bureaucracy to the process, especially on annexations and large projects which is Council's responsibility to make decisions on. CM Bergan added, she did not have an issue with CWAC reviewing water supply proposals but has concerns with the other suggestions which may add an extra step when they can come to executive session for evaluation. M. Brown responded, that we do bring the extra territorial and annexation request to executive session however, the large projects proposals are not historically brought to executive session and are evaluated by staff based on potential water usage. CM Bergan suggested developing formal guidelines for evaluating large projects and bringing those to Council for approval. M. Brown responded, we are planning on doing that for potential large users, but we would be able to utilize CWAC for users proposing large gallon per day usage. The developer will have the opportunity to present to CWAC which will provide an additional perspective as well as an alternative to developers lobbying to individual Council Member's. CM Bergan stated she is agreeable to CWAC evaluating water supply proposals and large projects but would prefer the extra territorial requests and annexations continue to be presented to Council. M. Brown agreed.

CM Coombs added, she would like to see CWAC evaluate the budget as well due to the high interest from residents. M. Brown stated, CWAC would still be involved in reviewing the budget but would add water supply as a main focus.

M. Brown also proposed adding an additional commercial entity to the committee for a total of two on the committee whose terms would be staggered. Additionally, members of the committee would be selected based on basic qualifications including some water supply knowledge, completed water tours of facilities, completed Aurora Water courses and/or some level of exposure or familiarity with water supply in the West. CM Coombs had some concerns with residents who would like to be involved but do not meet those basic qualifications. M. Brown replied, that as long as potential members are willing to demonstrate an interest in water supply and willing to invest time in water supply education they would qualify.

M. Brown stated that the department in conjunction with the City Attorney's office and the City Clerk's office would work to draft the new bylaws and ordinance and will return to the Water Policy Committee to present once they are completed.

Outcome: Informational only.

Follow-Up Action: Information only.

6. Water Availability Resolution – Stage 1

Summary of Issue and Discussion: G. Baker gave a presentation on the advancement of the water availability stage 1 drought restrictions to be enacted in May 2023 based on the state of our current reservoir storage capacity levels.

CM Bergan asked to explain what stage 1 would entail. G. Baker stated, it would mean only two (2) days a week for outdoor irrigation instead of the three (3) day a week schedule currently in place. This will achieve a 10% savings to our storage capacity. CM Bergan was concerned for residents as the turf ordinance was already enacted as well as a ban on water features. She was also concerned with homeowner's associations (HOA's) fining residents for having brown grass due to the restrictions. M. Brown responded, those measures associated with this drought restriction are for long-term sustainability instead of responding to short-term emergencies. Part of the reasoning of bringing this to Council early is to distribute communications quickly so residents are aware and HOA's understand that we are in severe drought conditions and not to fine residents for brown grass. Additionally, if conditions improve, the Stage 1 restrictions will be lifted.

Outcome: The Committee supports the Water Availability Resolution – Stage 1 moving forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee forwarded the Water Availability Resolution – Stage 1 to the next Study Session for consideration.

7. Proposed Drought Surcharge Adjustment to the Rate Ordinance

Summary of Issue and Discussion: F. Aranda gave a presentation.

CM Sundberg asked, if the impacts of the surcharge are small, how is that a dissuading factor for outdoor water usage? Additionally, wouldn't the rate increase that was just passed act as discouragement? M. Brown responded, historically, rate increases, and drought stage 1 water restrictions have not led to great reductions in outdoor water usage with residents' opting to water for longer time periods on their scheduled two-days a week. The goal with the surcharge is to offer a financial incentive to those residents who follow the suggested watering reductions. Residents who continue to water the same amount as last year, with no reduction in water usage, will see an increase in their water bill by 20%.

CM Bergan asked, if residents not using over 5,000 gallons per day are not receiving surcharges now, why would we change what we are doing? M. Brown responded, since we are not currently in a drought stage, surcharges are not in effect. CM Bergan asked, so the theory is if you go from three (3) days of outdoor watering to two (2) days of outdoor watering you would not receive the surcharges? M. Brown responded, the surcharge will be on all outdoor irrigation, but if you reduce watering to two (2) days a week, your bill will look exactly the same as last year even with the inclusion of the surcharge. Additionally, with the use of zone monitoring or smart sprinkler systems, which could provide further cost-savings through reduced outdoor watering. CM Bergan asked, if conditions improve, will the stage 1 drought restriction be lifted? M. Brown stated yes, and the surcharges will go dormant.

CM Coombs suggested looking at how we can assist residents with large back yards who cannot afford to replace their turf. M. Brown agreed.

Outcome: The Committee supports the Proposed Drought Surcharge Adjustment to the Rate Ordinance and forwarded to the next Study Session.

Follow-Up Action: The Committee supports the Proposed Drought Surcharge Adjustment to the Rate Ordinance and will forward to the next Study Session.

8. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

9. Confirm Next Meeting

The next meeting is scheduled for February 15, 2023, 10:30 a.m. via WebEx.



CITY OF AURORA

Fiscal Impact Form

Item Title: Proposed Drought Surcharge Adjustment to the Rate Ordinance
Staff contact: Fernando Aranda, Rate Analyst, Aurora Water
Staff Source/Legal Source: Fernando Aranda, Rate Analyst, Aurora Water / Ian Best, Asst. City Attorney

TYPE OF FISCAL IMPACT

Select all that apply.

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

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

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 drought surcharge adjustment should result in reduced outdoor water use. Should outdoor water use rise above the 20% targeted reduction, the result will be increased revenue. If outdoor water reductions achieve the targeted goal of 20%, this adjustment would be revenue neutral.

Org: 0500 (Water Ops Fund Admin)

Account: 45240 (Utility Sales – Drought Surcharge)

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



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE: ARPA Nonprofit Grant Agreement – East Colfax Community Collective
Item Initiator: Christina McClelland, Grant Development Manager
Staff Source: Christina McClelland, Grant Development Manager
Legal Source: Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Date of Change: 2/14/2023

COUNCIL MEETING DATES:

Study Session: 1/23/2023

Regular Meeting: 1/30/2023

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

At the January 29, 2022 winter workshop, Council approved an ARPA funding allocation of \$2.5 million for a nonprofit grant program. At the Study Session on March 21, 2022, Council approved the criteria and approach presented by staff to utilize ARPA funds for the nonprofit grant program. At the Study Session on October 3, 2022, Council approved and directed staff to move forward with the recommended ARPA Nonprofit Grants, including \$313,598 in recommended funding for the East Colfax Community Collective.

At the November 14, 2022 Council Meeting, the ARPA Nonprofit Grant Agreements were presented as one item on consent calendar, item 10.d. Council voted to pull the item and asked to have this brought back to the next Council meeting (November 28) with each individual grant agreement posted separately on the consent calendar. At this meeting, Council requested further discussion of the agreements and due diligence for the January 23, 2023 Study Session. Following this discussion, Council directed individual grant agreements return to be considered at the January 30, 2023 regular Council meeting.

At the January 30, 2023 Council meeting, Council approved a \$150,000 ARPA Nonprofit Grant with the East Colfax Community Collective (agreement attached). At the Council meeting on February 13, 2023, Councilmember Medina requested that this agreement come back to Council for reconsideration of awarding the East Colfax Community Collective the originally recommended \$313,598.

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this January 30, 2023, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and East Colfax Community Collective, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): C9H5PMZHJF6. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **one hundred fifty thousand dollars and zero cents (\$150,000.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

The Subrecipient, which is a non-federal agency, that expends \$750,000 or more during the Subrecipient's fiscal year, shall have a single audit conducted for that year in accordance with the provisions 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", "Super Circular", Audit shall be completed within nine (9) months of the Subrecipients audit period and a copy of the most recent audit shall be forwarded to the City within thirty (30) days of completion.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

The Subrecipient shall keep accurate books and records of accounts in accordance with generally accepted accounting principles of all expenditures made and all costs and liabilities incurred utilizing Program Funds. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

Subrecipient and any and all of its personnel operating under the terms of this agreement are not to be considered agents or employees of the City for any purpose and are not entitled to any of the benefits that the City provides for the City's employees. Subrecipient covenants and 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, arising out of this agreement for the work to be performed hereunder. The Subrecipient 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, arising out of the performance.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
Subrecipient	East Colfax Community Collective 1195 Newport St Ste 107 Denver, CO 80220

21. LOBBYING

Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Subrecipient shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements and that all referenced shall certify and disclose accordingly.

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

Subrecipient shall not discriminate against any employee, applicant for employment, contractor, or subcontractor because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient shall adhere to acceptable affirmative action guidelines in selecting employees and contractors and shall ensure that employees and contractors receive fair treatment during employment or agreement, without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

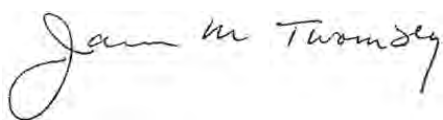
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure that employment and activity programming are conducted such that all individuals and groups, clients, participants, and/or employees will be treated equally without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient understands and agrees that any act of discrimination based upon race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status may jeopardize grant funding to the Subrecipient and may be subject to loss of funding, reimbursement of funds allocated, or denial of future funds.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Executive Director

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

North West Aurora Multilingual Legal Services and Navigation Program

Description of project/program

EAST COLFAX LEGAL CLINIC (Residential)--The EC3 has formed a deep partnership with the COVID-19 Eviction Defense Project (CEDP) to provide pro-bono legal services to NWA residents who are suffering from public health violations at their apartment complexes and/or facing eviction due to COVID impacts. CEDP was formed in April 2020 and their mission is to Keep Coloradans Housed by helping to prevent mass evictions and homelessness during and after the pandemic. In this partnership, EC3 is providing the connection to the community by processing rental assistance applications in multiple languages and then connecting NWA residents at risk of eviction to CEDP for legal counsel and representation at the ECLC. ARPA Funding will allow us to expand our outreach efforts in the 80010 Zip Code to ensure that more NWA residents are able to access this critical support. ARPA funding will cover a large portion of the salary of our Aurora full time organizer, in addition to allowing us to fund a full time Aurora Community Navigator as well as our Community Interpreters who make providing our services in all NWA languages possible. A large portion of this work will be focused on preserving Naturally Occurring Affordable Housing (NOAH) by systematically documenting public health violations that are occurring in NWA apartment complexes and working with the City of Aurora and private foundations to begin to address these issues so that we can maintain this critical stock of NOAH housing that helps to ensure a stable and reliable workforce for this City's larger expansion plans. SMALL BUSINESS LEGAL CLINIC (SBLC)--The EC3 will be growing the legal services we provide to Small Businesses in NWA by continuing to build and grow our SBLC. Expensive legal fees can be the difference between surviving and folding for smaller mom and pop businesses and the EC3 sees expanding legal services as one of the most

critical ways to support BIPOC, immigrant and refugee owned businesses in the face of rising rents and gentrification pressures. ARPA funding will enable us to expand our outreach to BIPOC owned businesses in NWA and bring on a Community Navigator who will add capacity to our Business Organizer in directly supporting NWA businesses in applying for and receiving grant and relief funding. Similar to our ECLC, the SBLC will be a one stop shop where local businesses can receive direct assistance with applications, do pro-bono consultations with trusted lawyers, and for priority cases, receive free or lo-bono representation to address legal issues. Additionally, we will conduct regular know your rights presentations at the SBLC on topics selected by local businesses on issues such as leases, Common Area Maintenance (CAM) fees, zoning, permitting, and property taxes to name a few. A portion of ARPA funding will be dedicated to banking paid consultation hours for the most urgent legal cases to ensure that we have capacity to serve those who are most in need.

HOUSING AND BUSINESS NAVIGATION—In addition to our legal clinic models, the EC3 will conduct one on one support for residents and businesses who are struggling to access relief applications in their language. The EC3 has built capacity to support our community members in any language, and we will expand our team to be able to better reach the residents and businesses of NWA with the support of the ARPA Grant.

Describe your project/program timeline and anticipated schedule of completion.

This body of work is ongoing. If funded, we will look to hire a part time residential Community Navigator and a part time Business Community Navigator by the end of 2022 and move to increase our work in Aurora to be 50% of our total workload. By Mid 2023 we would look to convert these positions to full time positions as we continue to scale up and expand our work.

How will you measure the success and impact of this program or project?

We will measure our success by tracking the following metrics: Total # of Housing Assistance Applications completed Total # of Business Relief Applications completed Total # of Housing Assistance dollars distributed Total # of Business Relief dollars distributed % of housing and business applications who received language assistance % of Race, Ethnicity, and Language who access our services Total number of Evictions Stopped (Residential and Business) # served broken down by AMI Levels # of ECLC and SBLC attendees # of Public Health complaints filed on apartment violations

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/_entity/annotation/1ed488e3-6804-ed11-82e4-002248087522/f5297cf8-6004-ed11-82e4-002248087522\)](https://arpaauroracityco.powerappsportals.com/_entity/annotation/1ed488e3-6804-ed11-82e4-002248087522/f5297cf8-6004-ed11-82e4-002248087522)

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this

Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposal

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. The Subrecipient, as applicable to a governmental or nongovernmental agency, shall comply with the requirements and standards of 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" aka "Super Circular"; and shall comply with applicable sections of 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, 14 a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. Subrecipient shall maintain commercial general liability insurance covering all operations by or on behalf of Subrecipient 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

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient 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. Subrecipient 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, Subrecipient 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. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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. Subrecipient shall name the City of Aurora, 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 and Auto 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, Subrecipient shall provide certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. Subrecipient 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 Subrecipient's or its subcontractor's coverage is renewed at any time prior to completion of the services, Subrecipient 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- VIII and the minimum A.M. Best rating of each excess insurer shall be A- VII. The Subrecipient 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. Subrecipient'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. Subrecipient 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 the Subrecipient, 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 Subrecipient'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 ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: East Colfax Community Collective
Proposal/Program Title: North West Aurora Multilingual Legal Services and Navigation Program

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		121005	165500 286505
Government Grants		238,000	240000 478000
Foundation Grants	\$598,000.00		\$663,000.00 1261000
Individual Support		20000	25000 45000
Corporate Support			0
Earned Revenue (including events, fees, contract revenue)			0
In-Kind Donations			0
Other			0
TOTAL Proposed Project/Program Revenue		977005	1093500 2070505

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel			0
Community Organizer #1	\$36,098		40000 76098
Community Navigator #3	\$25,500		52000 77500
Business Navigator #1	\$25,500		52000 77500
Program Supplies and/or Equipment	3000		3500 6500
Interpretation	12000		12000 24000
Contractors/Consultants	20000		20000 40000
Other Program Costs	6000		6000 12000
TOTAL Proposed Project/Program Expenses		128098	185500 313598

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	121005	Please see below for detailed explanation This is a contract with the City of Denver to provide navigation and legal services in the 80220 zip code	165500	Please see below for detailed explanation This is a contract with the City of Denver to provide navigation and legal services in the 80220 zip code
Government Grants	238,000	Includes funding from the Colorado Health Foundation, CCLP, the Colorado Trust, the Denver Foundation, Gary Community Ventures, The City of Denver, AARP, Rose Community Foundation, and GES Coalition	240000	Includes funding from the Colorado Health Foundation, CCLP, the Colorado Trust, the Denver Foundation, Gary Community Ventures, The City of Denver, AARP, Rose Community Foundation, and GES Coalition
Foundation Grants	\$598,000.00		\$663,000.00	This is grassroots fundraising raised through Colorado Gives Day
Individual Support	20000	This is grassroots fundraising raised through Colorado Gives Day	25000	Gives Day
Corporate Support				
Earned Revenue (including events, fees, contract revenue)				
In-Kind Donations				
Other				

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	\$87,098	This will cover 60% of our Aurora Community Organizers salary and a half time Community navigator salary. We will also add a half time Business Navigator dedicated to Aurora	144000	This covers 65% of our Aurora Community organizers salary, a full time Community Navigators salary, and a full time Business Navigator's salary
Program Supplies and/or Equipment	3000	This will cover printing costs for outreach materials at 250.00 per month	3500	This will cover printing costs for outreach materials at 291 per month
Interpretation	12000	This covers interpretation costs for application assistance at 1000 per month	12000	This covers interpretation costs for application assistance at 1000 per month
Contractors/Consultants	20000	\$8000 will cover the costs to contract paid community navigators in Aurora who will expand capacity to process applications and we will dedicate \$1000 per month for additional business legal consultations on complicated and urgent cases	20000	\$8000 will cover the costs to contract paid community navigators in Aurora who will expand capacity to process applications and we will dedicate \$1000 per month for additional business legal consultations on complicated and urgent cases
Other Program Costs	6000	This will cover a series of mailers to the 80010 zip code to inform people about our navigation and Legal Clinic services	6000	This will cover a series of mailers to the 80010 zip code to inform people about our navigation and Legal Clinic services



CITY OF AURORA

Council Agenda Commentary

Item Title: ARPA Nonprofit Grant Agreement – East Colfax Community Collective
Item Initiator: Christina McClelland
Staff Source/Legal Source: Christina McClelland, Grant Development Manager / Hanosky Hernandez, Sr Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/28/2022

ITEM DETAILS:

Christina McClelland, Grant Development Manager / Hanosky Hernandez, Senior Assistant City

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |

Minutes Attached

Minutes Not Available

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

At the January 29, 2022 winter workshop, Council approved an ARPA funding allocation of \$2.5 million for a nonprofit grant program. At the Study Session on March 21, 2022, Council approved the criteria and approach presented by staff to utilize ARPA funds for the nonprofit grant program. At the Study Session on October 3, 2022, Council approved and directed staff to move forward with the recommended ARPA Nonprofit Grants.

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

At the Study Session on October 3, 2022, Council approved and directed staff to move forward with the 23 recommended ARPA Nonprofit Grants. This agreement with East Colfax Community Collective is attached for Council consideration. Should this agreement be approved, the agreement will be executed and the grant period will begin.

QUESTIONS FOR COUNCIL

Does Council wish to approve the ARPA nonprofit grant agreement to East Colfax Community Collective?

LEGAL COMMENTS

In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or “ARPA”) the US Congress allocated money to local government for various purposes. The Department of the Treasury issued Rule 2021-10283 discussing the lawfully permitted uses of the funds allocated by the US Congress. Council has discretion to provide the necessary funding for the programs or needs across the city that have been impacted by the Covid-19 pandemic. The Council has found that providing funds for the community organizations listed in this item in the form of grants fulfills these purposes. (Hernandez)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Federal ARPA fund will be disbursed to approved nonprofit grantees.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: ARPA Nonprofit Grant Agreements
Item Initiator: Nancy Wishmeyer, Controller
Staff Source/Legal Source: Christina McClelland, Grant Development Manager / Hanosky Hernandez, Sr Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

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

- There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date
- The delay will result in an adverse financial impact to the city
- The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 11/28/2022

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.)

At the 11.14.22 Council Meeting, the ARPA Nonprofit Grant Agreements were presented as one item on consent calendar, item 10.d. Council voted to pull the item and asked to have this brought back to the next Council meeting (11.28.22) with each individual grant agreement posted separately on the consent calendar. The workflow start date for the 11.28.22 meeting has passed so the late submission approval is requested.

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.

Nancy Wishmeyer
Agenda Item Initiator Name

Roberto Venegas
Late Submission Approver Name

Nancy Wishmeyer 11.15.22
Agenda Item Initiator Signature Date

Roberto Venegas 11/15/22
Late Submission Approver Signature Date

SUBRECIPIENT AGREEMENT

CORONAVIRUS STATE FISCAL RECOVERY - ARPA FUNDS ASSISTANCE LISTING NUMBER (formerly CFDA): 21-027

FAIN:

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this Fourteenth day of November 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation, hereinafter referred to as the "City" and East Colfax Community Collective, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" UEI (if applicable): C9H5PMZHZJF6. City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the US Congress allocated money to local government for various purposes; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Interim Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to disproportionately impacted communities; and

WHEREAS, the City desires to disburse funds from Project No. CI-2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the terms and conditions set forth herein, the Parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

Administrative Costs as defined in 24 CFR 576.108 are not an eligible reimbursable cost offered to subrecipients.

This award is not for Research and Development.

2. BUDGET AND METHOD OF PAYMENT

- a. City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:
 - i. That Subrecipient has expended funds for eligible approved expenditures;
 - ii. That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
 - iii. That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City; and
 - iv. That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- b. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- c. The aggregate of all payments made hereunder shall not exceed **three hundred and thirteen thousand five hundred and ninety-eight dollars and zero cents (\$313,598.00)**.
- d. Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

3. TERM OF PROJECT AND AGREEMENT

- a. PROJECT. The term of the Project shall be from the date this Agreement. The Project will be completed on June 30, 2024 unless this Agreement is sooner terminated as herein provided.
- b. AGREEMENT. The term of this Agreement shall be from the date this Agreement. The activities contemplated by this Agreement will be completed on or before June 30, 2024 unless sooner terminated as herein provided.

4. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by any representee of the City. Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

The Subrecipient, which is a non-federal agency, that expends \$750,000 or more during the Subrecipient's fiscal year, shall have a single audit conducted for that year in accordance with the provisions 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", "Super Circular", Audit shall be completed within nine (9) months of the Subrecipients audit period and a copy of the most recent audit shall be forwarded to the City within thirty (30) days of completion.

5. MONITORING AND EVALUATION

City and its consultants shall have the right to monitor and evaluate the progress and performance of Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. City may at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions, and contact Subrecipient as necessary. Subrecipient shall furnish City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits.

6. PERFORMANCE REPORTING

City shall at least quarterly review Subrecipient's performance using on-site visits, progress reports required to be submitted by Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. Subrecipient shall furnish to City quarterly program performance and financial reports of its activities in such form and manner as may be requested by the City. Quarterly reports are due by last day of first month following the end of a quarter. Subrecipients shall fully cooperate with City in relation to such monitoring, evaluation, and audits.

7. SUBRECIPIENT FILES AND INFORMATION REPORTS

Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by Subrecipient for a period of three years after the completion of the Project.

The Subrecipient shall keep accurate books and records of accounts in accordance with generally accepted accounting principles of all expenditures made and all costs and liabilities incurred utilizing Program Funds. The aforementioned accounts and all project records shall be made available upon request by the City or any other federal agency for examination and audit. All books and records of accounts must be retained for four (4) years from the date of this agreement.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. AVOIDANCE OF CONFLICT OF INTEREST

Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract,

subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors

11. INDEMNIFICATION. LEGAL DISCLAIMER

Subrecipient and any and all of its personnel operating under the terms of this agreement are not to be considered agents or employees of the City for any purpose and are not entitled to any of the benefits that the City provides for the City's employees. Subrecipient covenants and 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, arising out of this agreement for the work to be performed hereunder. The Subrecipient 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, arising out of the performance.

Pursuant to Colorado Constitution Article XI, Sections 1 and 2 the City shall not indemnify or hold harmless Subrecipient, or any party related or operating under this Agreement with or without the City's consent. No provision in this Agreement shall limit or set the amount of damages available to the City to any amount other than the actual direct and indirect damages to the City, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

12. TERMINATION OF AGREEMENT

- a. For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include:
 - Improper use of funds;
 - Failure to comply with the terms and conditions of this Agreement;
 - Failure to comply with the terms and conditions of the Scope of Services, Exhibit A;
 - If, for any reason, this Agreement's performance is rendered impossible or unfeasible;
 - Failure to comply with applicable Federal, State, or local laws and regulations.
- b. For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

- c. Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

13. LIABILITY

As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation. Subrecipient shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

14. INSURANCE

If Subrecipient and any sub-contractor of Subrecipient have employees Subrecipient and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in Exhibit "D". Subrecipient further agrees and understands that it, and any sub-contractor are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

15. CERTIFICATIONS

Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- a. Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- b. In the event City incurs any costs or expenses in enforcing the requirements of this paragraph or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient warrants and represents that it:

- a. Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;
- b. That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado;

- c. That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code;
- d. That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and
- e. That it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

18. RESPONSIBILITIES OF THE CITY

- a. City shall provide Subrecipient with the information necessary to facilitate the performance of this Agreement;
- b. Give prompt notice to Subrecipient when the City becomes aware or observes of any deficiencies or discrepancies in the services provided.

19. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City

20. NOTICES

Notices, as referred to in this Agreement, shall be sent to:

City	City of Aurora, Colorado Attn: Controller 15151 East Alameda Parkway Aurora, Colorado 80012
With a copy to:	Office of the City Attorney 15151 East Alameda Parkway Aurora, Colorado 80012
Subrecipient	East Colfax Community Collective 1195 Newport St Ste 107 Denver, CO 80220

21. LOBBYING

Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Subrecipient shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements and that all referenced shall certify and disclose accordingly.

22. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION.

Subrecipient shall not discriminate against any employee, applicant for employment, contractor, or subcontractor because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient shall adhere to acceptable affirmative action guidelines in selecting employees and contractors and shall ensure that employees and contractors receive fair treatment during employment or agreement, without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

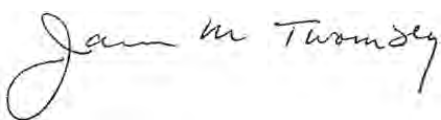
The Subrecipient shall not discriminate because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure that employment and activity programming are conducted such that all individuals and groups, clients, participants, and/or employees will be treated equally without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient understands and agrees that any act of discrimination based upon race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status may jeopardize grant funding to the Subrecipient and may be subject to loss of funding, reimbursement of funds allocated, or denial of future funds.

23. SIGNATURES

The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF AURORA, COLORADO



JAMES M. TWOMBLY,
City Manager

APPROVED AS TO FORM:

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

SUBRECIPIENT

Brendan Greene

Executive Director

EXHIBIT A

SCOPE OF SERVICES

A. Principal Tasks

Title of project/program

North West Aurora Multilingual Legal Services and Navigation Program

Description of project/program

EAST COLFAX LEGAL CLINIC (Residential)--The EC3 has formed a deep partnership with the COVID-19 Eviction Defense Project (CEDP) to provide pro-bono legal services to NWA residents who are suffering from public health violations at their apartment complexes and/or facing eviction due to COVID impacts. CEDP was formed in April 2020 and their mission is to Keep Coloradans Housed by helping to prevent mass evictions and homelessness during and after the pandemic. In this partnership, EC3 is providing the connection to the community by processing rental assistance applications in multiple languages and then connecting NWA residents at risk of eviction to CEDP for legal counsel and representation at the ECLC. ARPA Funding will allow us to expand our outreach efforts in the 80010 Zip Code to ensure that more NWA residents are able to access this critical support. ARPA funding will cover a large portion of the salary of our Aurora full time organizer, in addition to allowing us to fund a full time Aurora Community Navigator as well as our Community Interpreters who make providing our services in all NWA languages possible. A large portion of this work will be focused on preserving Naturally Occurring Affordable Housing (NOAH) by systematically documenting public health violations that are occurring in NWA apartment complexes and working with the City of Aurora and private foundations to begin to address these issues so that we can maintain this critical stock of NOAH housing that helps to ensure a stable and reliable workforce for this City's larger expansion plans. SMALL BUSINESS LEGAL CLINIC (SBLC)--The EC3 will be growing the legal services we provide to Small Businesses in NWA by continuing to build and grow our SBLC. Expensive legal fees can be the difference between surviving and folding for smaller mom and pop businesses and the EC3 sees expanding legal services as one of the most

critical ways to support BIPOC, immigrant and refugee owned businesses in the face of rising rents and gentrification pressures. ARPA funding will enable us to expand our outreach to BIPOC owned businesses in NWA and bring on a Community Navigator who will add capacity to our Business Organizer in directly supporting NWA businesses in applying for and receiving grant and relief funding. Similar to our ECLC, the SBLC will be a one stop shop where local businesses can receive direct assistance with applications, do pro-bono consultations with trusted lawyers, and for priority cases, receive free or lo-bono representation to address legal issues. Additionally, we will conduct regular know your rights presentations at the SBLC on topics selected by local businesses on issues such as leases, Common Area Maintenance (CAM) fees, zoning, permitting, and property taxes to name a few. A portion of ARPA funding will be dedicated to banking paid consultation hours for the most urgent legal cases to ensure that we have capacity to serve those who are most in need.

HOUSING AND BUSINESS NAVIGATION—In addition to our legal clinic models, the EC3 will conduct one on one support for residents and businesses who are struggling to access relief applications in their language. The EC3 has built capacity to support our community members in any language, and we will expand our team to be able to better reach the residents and businesses of NWA with the support of the ARPA Grant.

Describe your project/program timeline and anticipated schedule of completion.

This body of work is ongoing. If funded, we will look to hire a part time residential Community Navigator and a part time Business Community Navigator by the end of 2022 and move to increase our work in Aurora to be 50% of our total workload. By Mid 2023 we would look to convert these positions to full time positions as we continue to scale up and expand our work.

How will you measure the success and impact of this program or project?

We will measure our success by tracking the following metrics: Total # of Housing Assistance Applications completed Total # of Business Relief Applications completed Total # of Housing Assistance dollars distributed Total # of Business Relief dollars distributed % of housing and business applications who received language assistance % of Race, Ethnicity, and Language who access our services Total number of Evictions Stopped (Residential and Business) # served broken down by AMI Levels # of ECLC and SBLC attendees # of Public Health complaints filed on apartment violations

B. Approved Budget

The **approved budget** during the term of this agreement is attached at this link: [Link to Project Budget \(https://arpaauroracityco.powerappsportals.com/_entity/annotation/1ed488e3-6804-ed11-82e4-002248087522/f5297cf8-6004-ed11-82e4-002248087522\)](https://arpaauroracityco.powerappsportals.com/_entity/annotation/1ed488e3-6804-ed11-82e4-002248087522/f5297cf8-6004-ed11-82e4-002248087522)

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

C. Performance Monitoring

The City and its consultants will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Subrecipient shall fully cooperate with the City in relation to training and education on requirements and attending training sessions as well as monitoring, evaluation, and audits. Substandard performance shall mean non-compliance with this

Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

EXHIBIT B

COMPLIANCE PROVISIONS INCORPORATED IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid, and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid, and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a. recipient
 - b. brief description of purchase
 - c. amount with method of computation detailed
 - d. how expense meets program goal per approved proposalCost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
4. The City shall not be obligated to any third-party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.
5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.
7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

1. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
6. Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
9. The Subrecipient, as applicable to a governmental or nongovernmental agency, shall comply with the requirements and standards of 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" aka "Super Circular"; and shall comply with applicable sections of 79 FR 75871 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
12. The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
13. The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];
14. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
15. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
16. The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
17. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

18. Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
19. Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);
20. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
21. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
22. Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
23. No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
 - a. No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, 14 a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
24. Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Agreement, Subrecipient performing services under this Agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Subrecipient, their employees, subcontractors or representatives, along with: the activities of any and all subcontractors retained by the Subrecipient or Subcontractors, the activities of anyone employed by any Subrecipient, Subcontractors, their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. Subrecipient shall maintain commercial general liability insurance covering all operations by or on behalf of Subrecipient 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

\$2,000,000 products and completed

Commercial Automobile Liability Insurance. Subrecipient 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. Subrecipient 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, Subrecipient 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. If Subrecipient does not have employees, Subrecipient will provide a written statement indicating that it has no employees and is not subject to the provisions of Colorado Workers' Compensation Act.

If Subrecipient engages services of a subcontractor, Subrecipient is responsible for verifying that the subcontractor's insurance meets the insurance requirements set forth above and that it is in effect prior to and throughout performance of work under this agreement. Any subcontractor who ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

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. Subrecipient shall name the City of Aurora, 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 and Auto 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, Subrecipient shall provide certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. Subrecipient 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 Subrecipient's or its subcontractor's coverage is renewed at any time prior to completion of the services, Subrecipient 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- VIII and the minimum A.M. Best rating of each excess insurer shall be A- VII. The Subrecipient 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. Subrecipient'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. Subrecipient 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 the Subrecipient, 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 Subrecipient'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 ten (10) days of the expiration date of any previously delivered certificate.

Organization Name: East Colfax Community Collective
Proposal/Program Title: North West Aurora Multilingual Legal Services and Navigation Program

Proposed Project/Program Revenue			
	Year 1	Year 2	Total
Aurora Nonprofit Grant Request		121005	165500 286505
Government Grants		238,000	240000 478000
Foundation Grants	\$598,000.00		\$663,000.00 1261000
Individual Support		20000	25000 45000
Corporate Support			0
Earned Revenue (including events, fees, contract revenue)			0
In-Kind Donations			0
Other			0
TOTAL Proposed Project/Program Revenue		977005	1093500 2070505

Proposed Project/Program Expenses			
	Year 1	Year 2	Total
Personnel			0
Community Organizer #1		\$36,098	40000 76098
Community Navigator #3		\$25,500	52000 77500
Business Navigator #1		\$25,500	52000 77500
Program Supplies and/or Equipment		3000	3500 6500
Interpretation		12000	12000 24000
Contractors/Consultants		20000	20000 40000
Other Program Costs		6000	6000 12000
TOTAL Proposed Project/Program Expenses		128098	185500 313598

**Proposed
Project/Program
Revenue**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Aurora Nonprofit Grant Request	121005	Please see below for detailed explanation This is a contract with the City of Denver to provide navigation and legal services in the 80220 zip code	165500	Please see below for detailed explanation This is a contract with the City of Denver to provide navigation and legal services in the 80220 zip code
Government Grants	238,000	Includes funding from the Colorado Health Foundation, CCLP, the Colorado Trust, the Denver Foundation, Gary Community Ventures, The City of Denver, AARP, Rose Community Foundation, and GES Coalition	240000	Includes funding from the Colorado Health Foundation, CCLP, the Colorado Trust, the Denver Foundation, Gary Community Ventures, The City of Denver, AARP, Rose Community Foundation, and GES Coalition
Foundation Grants	\$598,000.00		\$663,000.00	This is grassroots fundraising raised through Colorado Gives Day
Individual Support	20000	This is grassroots fundraising raised through Colorado Gives Day	25000	Gives Day
Corporate Support				
Earned Revenue (including events, fees, contract revenue)				
In-Kind Donations				
Other				

**Proposed
Project/Program
Expenses**

Category	Amount Year 1	Explanation Year 1	Amount Year 2	Explanation Year 2
Personnel	\$87,098	This will cover 60% of our Aurora Community Organizers salary and a half time Community navigator salary. We will also add a half time Business Navigator dedicated to Aurora	144000	This covers 65% of our Aurora Community organizers salary, a full time Community Navigators salary, and a full time Business Navigator's salary
Program Supplies and/or Equipment	3000	This will cover printing costs for outreach materials at 250.00 per month	3500	This will cover printing costs for outreach materials at 291 per month
Interpretation	12000	This covers interpretation costs for application assistance at 1000 per month	12000	This covers interpretation costs for application assistance at 1000 per month
Contractors/Consultants	20000	\$8000 will cover the costs to contract paid community navigators in Aurora who will expand capacity to process applications and we will dedicate \$1000 per month for additional business legal consultations on complicated and urgent cases	20000	\$8000 will cover the costs to contract paid community navigators in Aurora who will expand capacity to process applications and we will dedicate \$1000 per month for additional business legal consultations on complicated and urgent cases
Other Program Costs	6000	This will cover a series of mailers to the 80010 zip code to inform people about our navigation and Legal Clinic services	6000	This will cover a series of mailers to the 80010 zip code to inform people about our navigation and Legal Clinic services



CITY OF AURORA

Council Agenda Commentary

Item Title: Interview and Appointment Schedule for Civil Service Commission Vacancy
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 1/23/2023

Regular Meeting: N/A

ITEM DETAILS:

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Estimated time: 5 minutes

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input checked="" type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input checked="" type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

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

The Civil Service Commission is composed of five (5) members appointed by City Council. Each member is appointed for a term of three (3) years, and may only serve three (3) consecutive terms.

City Council has sole discretion and final approval concerning appointments. Council may choose to initiate an interview regimen **or** reappoint members seeking to serve another term.

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

The Civil Service Commission has 1 current vacancy and 1 upcoming vacancy.

- Harold Johnson – Resigned December 2022
- Barbara Shannon-Banister - Requesting reappointment. Term ends February 14, 2023

Proposed Interview Schedule:

- January and February - The vacancy is advertised (as of Jan 12th). Applications are screened to determine if they meet the minimum qualifications.
- Applications are reviewed and ranked by each Council Member.
- February 27th - Council determines the number of applicants to be interviewed during a regular council meeting.
- Criminal background checks are conducted on each applicant to be interviewed.
- March 6th - City Council interviews the candidates during a study session.
- March 13th - City Council appoints members during a regular council meeting.

QUESTIONS FOR COUNCIL

Does Council wish to move forward with the outlined interview/appointment schedule?

LEGAL COMMENTS

All appointments shall be for a three-year period. No person may serve more than three consecutive terms. Commissioners shall be selected and appointed by a majority vote of the city council. All members of the civil service shall serve at the pleasure of council and may be removed at any time, with or without cause, upon an affirmative vote of eight members of city council. (Code 1979, § 8-111; Ord. No. 2017-01, § 1, 1-23-2017; Ord. No. 95-53, exhibit A (§ 8-111), 9-11-1995)



Civil Service Commission Vacancy

TO: Mayor and Council Members
FROM: Kadee Rodriguez, City Clerk
DATE: January 23, 2023

Commission Member Roster

Name	Term Ending
Harold Johnson (resigned Dec. 2022)	2024
Barbara Shannon-Banister	2023
Barb Cleland	2025
Matt Snider	2025
Desmond McNeal	2025

Commission Composition

- **Composition:** Five (5) members
- **Term Length:** Three (3) year overlapping terms.
- **Term Expiration Date:** February 14th
- **Term Limit:** Three (3) consecutive terms. Members who are term limited must wait one full term before reapplying.

References

City Code, Chapter 120, Article III – Civil Service Commission Appointment, Terms and Service:
https://aurora.municipal.codes/Code/102_ArtIII

Civil Service Commission
Applicant Package - Ward 6

Civil Service Commission - Ward 6

Term: 15 Feb 2023 - 14 Feb 2026

Positions Available: 1

Number of applicants in this package: 1

- Lash, Brian

Date Received: 01/20/2023

Registered Voter & Resident of Aurora

09/10/1999 Ward: 6 County: Arapahoe

Tristen Sheptock

Name :Lash, Brian

Address : [REDACTED]

Email : [REDACTED]

Board Name :Civil Service Commission

How long have you lived in Aurora? :

32 Years

Home Phone Number :

[REDACTED]

Mobile Phone Number :

[REDACTED]

Are you registered to vote? :

Yes

Date of Birth (Month/Day/Year) (Required to Verify Voter Registration)** :

[REDACTED]

Years of Education Completed :

17

Degree(s) Received :

BS - Political Science

College(s) Attended :

Colorado State University Pueblo

Employer Name :

Eco By Naty

Employer Address :

Swedenborgsgatan 20A, 118 27 Stockholm, Sweden

Current Position :

Country Manger - The Americas

Years with Current Employer :

1

1. Previous Employer Name :

Navajo Inc

Position :

Marketing & Sales Director

Years with Previous Employer :

2

Reason for Leaving :

Other Opportunities

2.Previous Employer Name :

Scott's Liquid Gold Inc

Position :

Director of National Accounts

Years with Previous Employer :

24

Reason for Leaving :

Corporate reduction of force

3. Previous Employer Name :

NA

Position :

NA

Years with Previous Employer :

NA

Reason for Leaving :

NA

Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :

No

If yes, what board, committee or commission? :

NA

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

No

Why do you desire this appointment? :

I believe in working with governmental agencies to make positive unbiased decisions and policies to make my community safer and more liveable

List your interests and activities. :

Family, outdoor activities fishing hiking etc.

List licenses, special training and certificates related to this board or that you would like to share with us. :

None

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

No

If yes, please explain :

NA

Full Name :

Meridith Greco

Address :

██

Phone Number :

████████████████████

Full Name :

Krislyn Welch

Address :

[REDACTED]

Phone Number :

[REDACTED]

Full Name :

Jeff Hinkle

Address :

[REDACTED]

Phone Number :

[REDACTED]

How did you hear about us? :

Other

ACKNOWLEDGMENT I hereby acknowledge:

1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.

2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings. :

I agree

DECLARATION

I declare that to be a Commissioner for the Civil Service Commission I must:

- **Be a "Registered Elector" as defined in Aurora City Code Section 54-2**

- **Reside within the municipal boundaries of the City of Aurora, Colorado**
- **Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation**
- **Not hold an appointive position as a member of any other board or Commission serving the City of Aurora :**

I agree

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

I agree

Signature :

Brian M. Lash

Date :

01/20/2023

Time of Submission :01/20/23 10:26:04 AM

Attachments:

- Brian^MLash^MCV22.pdf

Brian M. Lash

Qualification Summary:

- Brand Management
- National sales responsibility
- Data analytics of nationally syndicated data
- Ecommerce management
- Extensive knowledge U.S. retail chains
- Product development
- Agency management
- Broker Management
- Process innovation
- International marketing, sales, & distribution
- Profit & loss responsibility
- Project Management

Professional Experience:

Eco By Naty

Stockholm, Sweden

Country Manager – The Americas

- Building network of sales and infrastructure partners for both brick and mortar and online retailers focusing on sustainable plant-based baby products
- Drove 20% increase in sales in first 6 months
- Managing a strong network of category managers and C-level executives
- Developed go to market strategy for existing and new brands
- Facilitated reduction of variable expenses to increase profitability

Navajo Inc.

Denver, Colorado

Director of Marketing and Sales January 2021 – June 2022

- Brand Manager for two nationally distributed brands
- National sales director for Walmart Target Kohls Costco Sam's Club HEB Publix and others, growing business 36% YOY sales.
- Designed and implemented processes and controls to redesign brand marketing and sales procedures
- SEO and social media coordination
- Operated internal outbound sales call center of five direct reports
- Managed internal sales organization of four direct reports
- Grew sales of personally managed accounts from zero to \$1 million
- Salesforce administrator

Scott's Liquid Gold Inc. / Neoteric Cosmetics

Denver, Colorado

Director of National Accounts 2013 - January 2020

- Maintained sales relationship with Wal-Mart Stores for seven national brands totaling \$13 million dollars in sales across eight categories.
- Grew the Walmart business from \$2.5 million to \$13 million
- Responsible for all corporate strategy and initiatives in key national accounts
- Drove sales analytics to address opportunities and issues using syndicated data (IRI, Nielsen)
- Profit & loss responsibility
- Reported directly to the President/CEO/COB.

Director of Marketing 2002 – 2013

- Corporate lead for marketing - planning and execution for eight brands in eight categories
- Responsible for new product innovation and development
- Direct sales relationship with Wal-Mart Stores for eight national brands
- Reported directly to the President/CEO/COB.

New Product Development Manager 2000 – 2002

- Initiated and managed all new product development.
- Corporate marketing and sales analysis.
- Negotiated contracts with Nielsen & IRI.
- Personally maintained sales relationship with Wal-Mart Stores
- Reported directly to the President/CEO/COB.

Sales and Marketing Analyst 1995 – 2000

- Assisted sales manager in management and analysis of Wal-Mart as well as other retail accounts.
- Maintained syndicated data databases
- Worked directly with sales staff to develop protocols for data needs.
- Assessed and proposed solutions for ongoing corporate needs of syndicated data.
- Reported directly to the President/CEO/COB.

Education:

Colorado State University – Pueblo, 1995

- Bachelor of Science – Political Science; Minor – Biology

Ongoing attendance in executive forums for management, sales, and marketing

Memberships:

Kappa Sigma Fraternity Alumni Association

Colorado State University – Pueblo Alumni Association

Former Assistant Alumni Advisor Kappa Sigma Fraternity – University of Denver

Civil Service Commission
Applicant Package - Ward 2

Civil Service Commission - Ward 2

Term: 15 Feb 2023 - 14 Feb 2026

Positions Available: 1

Number of applicants in this package: 1

- Dolan, Brigitte

Date Received: 12/30/2022

Registered Voter & Resident of Aurora

03/09/2007 Ward: 2 County: Arapahoe

Tristan Sheptock

Name :Dolan, Brigitte

Address : [REDACTED]

Email [REDACTED]

Board Name :Civil Service Commission

How long have you lived in Aurora? :16 years

Home Phone Number : [REDACTED]

Mobile Phone Number [REDACTED]

Are you registered to vote? :

Yes

Date of Birth (Month/Day/Year) (Required to Verify Voter Registration)** : [REDACTED]

Years of Education Completed :16

Degree(s) Received :BA in Criminal Justice Administration

College(s) Attended :Columbia College

Employer Name :Propark Mobility

Employer Address :918 17th St, Denver CO

Current Position :Recruiting Supervisor

Years with Current Employer :6 months

1. Previous Employer Name :Corecivic

Position :Case Manager

Years with Previous Employer :9 months

Reason for Leaving :

My son and daughter-in-law work with a valet company who was looking for a recruiter which I have a back ground in HR

2.Previous Employer Name :GEO Group

Position :PREA Investigator (Prison Rape Elimination Act)

Years with Previous Employer :4

Reason for Leaving :Terminated (currently in the appeal process)

3. Previous Employer Name :Community Education Centers

Position :

Employment Specialist, Case Manager, HR Coordinator and Business Manager

Years with Previous Employer :14

Reason for Leaving :Laid off due to loss of contract

Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :

No

If yes, what board, committee or commission? :N/A

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

No

Why do you desire this appointment? :

I was in corrections for 20 years and know that side of things. I am currently a Citizen Assessor and have learned a lot. I feel it is important to have citizens on board to have a voice in helping to make sure our officers have the tools to do their jobs, serve and protect our community. To assist in the officers knowing it is okay to do their job. I also want to be a voice in our community officers are good people but are human and sometimes make mistakes like everyone.

List your interests and activities. :

Spending time with my 3 grandkids, travel, reading, going to the lake, pedicure days with granddaughter, volunteer with VFW (Veterans of Foreign Wars), just enjoy life.

List licenses, special training and certificates related to this board or that you would like to share with us. :

I have training in sexual assault investigations, Human Resources training, Manager training

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

No

If yes, please explain :N/A

Full Name :Shante Calhoon

Address : [REDACTED]

Phone Number [REDACTED]

Full Name :Anthony Foster

Address : [REDACTED]

Phone Number : [REDACTED]

Full Name :Amy Beckman

Address : [REDACTED]

Phone Number [REDACTED]

How did you hear about us? :Other

ACKNOWLEDGMENT I hereby acknowledge:

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2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings. :

I agree

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I declare that to be a Commissioner for the Civil Service Commission I must:

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- Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation**
- Not hold an appointive position as a member of any other board or Commission serving the City of Aurora :**

I agree

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

I agree

Signature :BMDolan

Date :12/30/2022

Time of Submission :12/30/22 11:12:53 AM

Attachments:

- Resume BDolan.pdf

Brigitte M. Dolan



QUALIFICATIONS/SKILLS:

- Excellent written and verbal communication skills
- Able to handle multiple tasks under high pressure
- Time Management and prioritizing
- Interviews and Investigations
- Efficient, accurate and very detail oriented
- Report writing
- Experienced in Microsoft Word, Excel, Outlook, ADP Payroll Systems, HRIS, ICIMS
- Confidentiality and professionalism are a priority

EXPERIENCE:

Recruiting Supervisor

Propark Mobility, Denver, CO 2022

- Reviewed applications/resumes
- Set up interviews
- Interviews
- Onboarding
- Orientation

Case Manager

Corecivic, Commerce City, CO 2021-2022

- Over saw caseload of Diversion and DOC inmates
- Conducted assessments
- Monitored treatment, job status, financial obligations
- Monitored clients in the community and verified whereabouts
- Attended weekly meetings on inmate progress, disciplinary
- Oversee all PREA policies and compliance
- PREA Compliance Manager
- Initial PREA assessments, 30-day reviews
- Investigations of all allegations of PREA, both inmate/inmate and staff/inmate
- Did assessments
- Weekly meetings
- Monitored treatment and job status
- Prepared paperwork for Parole

PREA Investigator (Prison Rape Elimination Act)

The GEO Group-Aurora, CO 2016-2021

- Oversee PREA policies and compliance
- Initial PREA assessments, 30–60-day reviews
- Investigations of all PREA allegations, both inmate/inmate and staff/inmate

- Monitored and reviewed CCTV
- File Management
- Interviewing, evidence collection
- Contact with Aurora Police if allegation deemed to be criminal
- After action reports, detailed reports written of the investigation
- Training both new and current staff and inmates on PREA policies
- Back-up hearing officer
- Audited facility and other facilities companywide for compliance

Detainee Accounts

The GEO Group-Aurora CO

- Deposit Detainee monies into accounts
- Detainee payroll
- Approve Detainee phone time
- Responds to Detainee kites
- Detainee bond outs

Phoenix Center, Henderson, CO- HR Coordinator/ Business Manager

Williams Street Center, Denver, CO-HR Coordinator/ Business Manager /Employment Specialist Community Education Centers (CEC) 2002-2015

- Prepare and maintain Position Requisitions
- Worked closely with Senior Management and provided clear, timely and consistent communication with management
- Responsible for recruitment support, scheduling interviews, communication with applicants
- Background and reference checks
- Maintains all criminal and employment background history as mandated by the Division of Criminal Justice on all employees
- Onboarding of all new employees and new hire orientation training
- E-Verify new hires and maintain I-9 forms
- Coordinate all employee training
- Ensure policies and practices are linked to the corporate vision, values, and plans
- Assisted in developing and directing strategy for effective leadership, training, and performance
- Maintain confidential personnel files on all employees
- Record and maintain all vacation, sick and holiday leave on each employee
- Maintained and tracked FMLA, ADA Accommodations,
- Enroll, maintain, and terminate all employees on health, life, dental, short-term disability benefits and 401(k) plans
- Administer Employee random drug screening
- Updated E-Directory with employee information
- Managed the HR email box and updated shared calendars with updates
- Assisted with employee relations issues, investigations, disciplinary actions, and guidance to managers
- Off boarding of employees
- Approve all account payables and assure they are within the monthly budget
- Annually evaluate and update "Policies and Procedures" in the company operations manual
- Review and process check requests

- Review expense reports for mileage and travel
- Post and deposit all accounts receivable
- Maintain the operations bank account within the guidelines set forth by corporate headquarters
- Credit card reconciliations
- Maintain and submit all billing inquiries to the City and County for monthly disbursements
- Oversees and enforce all employee rules and regulations
- Monitor and record all staff meetings, (verbal and taking of minutes)
- Ensure that Division of Criminal Justice Standards are met on each employee regarding evaluations and training
- Review and issue client distribution payouts
- Manage client accounts, pay subsistence, restitution, protocol, and child support
- Over saw caseload of Diversion and DOC inmates
- Conducted assessments
- Monitored treatment, job status, financial obligations
- Monitored clients in the community and verified whereabouts
- Attended weekly meetings on inmate progress, disciplinary
- Oversee all PREA policies and compliance
- PREA Compliance Manager
- Initial PREA assessments, 30-day reviews
- Investigations of all allegations of PREA, both inmate/inmate and staff/inmate
- After action reports, detailed reports of the investigations
- Training of staff and inmates of policies

Williams Street Center-Employment Specialist

- Coordinated community work services for residents
- Conducted new resident orientation for employment, vocational school, and community work projects
- Ensured all residents were provided orientation, employment search and ongoing coaching services
- Responsible for securing employment opportunities for residents by creating and maintaining community employer relationships
- Compiled master report for employment weekly
- Provided updated resident employment status, checks turned in and performance evaluations of residents to case management and management
- Prepared and verified work passes, schedules and job verifications for residents
- Conducted on-site employment verifications
- Attended authority administrative hearings, parole hearings and court proceedings as required
- Prepared monthly employment entries for case management
- Oversaw a case load of DOC/Diversion clients
- Did assessments
- Weekly meetings
- Monitored treatment and job status
- Prepared paperwork for Parole

Commercial Teller

Citywide Bank of Denver 2000-2002

- Handled commercial accounts
- Managed large currency deposits
- Assisted and maintained records of Safe Deposit Boxes
- Good communication and customer service skills both in person and via phone

Teller

Denver Community Federal Credit Union, Denver, CO 1998-2000

EDUCATION:

- B.A. Criminal Justice Administration, 2005-Columbia College, Aurora, CO
- Associates of General Studies, 2002-Community College, Aurora, CO

ADDITIONAL INFORMATION:

- Notary Republic-kept current
- Volunteer work with the Young Marines Youth Organization- was staff for two years
- President- Auxiliary with the VFW (Veterans of Foreign Wars)-2 years
- All State Outstanding District President-VWF 2019
- Attended Denver Police Departments Citizens Academy-2008
- Attended Adams County Sheriffs Citizens Academy-2013
- Attended Aurora Police Citizens Academy -2018
- Aurora Citizen Assessor, 2021
- Employee of the month-12/2002, 9/2008, 1/2012, 2/2018, 1/2019



CITY OF AURORA CIVIL SERVICE COMMISSION APPLICATION

Name: Jeanette Rodriguez

Home Address: [REDACTED] Zip Code: [REDACTED]

Email Address: [REDACTED]

Day Phone: [REDACTED] Evening Phone: _____

Are you registered to vote in Aurora? Yes No

1. Are you presently serving as a Council Appointee on any City of Aurora Board or Commission? Yes No

If yes, what Board Commission or Committee:

2. Why do you desire appointment to the Civil Service Commission?

I am passionate about serving my community. One of the biggest needs we have in our city is the work that done and the changes that must be implemented in order to restore the public's confidence in our police and departments. I bring a unique perspective as a Pastor, mother, immigrant, mother, and long time resident of Aurora

3. Do you have any conflicts of interest that should be disclosed? Yes No

If yes, please explain:

4. Do you have any special work experience, qualifications, or training that is related to your service on this board or that you would like to share with us?

Interests/Activities: I serve as a Pastor at Mosaic Church of Aurora.

Licenses/Training/Certificates: CIT Coach, Detention Training Officer, Gang Intel Team,

EMPLOYMENT INFORMATION

Part 1: Provide your current employment information

Employer Name: Arapahoe County Sheriff

Position: Deputy Sheriff Dates: 06/2008 - Present

Address: 7375 S Potomac St Centennial CO 80110

Part 2: List your previous employment and reason for leaving

1. Employer Name: Tijuana Auto Repair

Position: Manager/Owner Dates: 2005-Present

Reason for Leaving: Still own it

2. Employer Name: Collegiate Academy of Colorado

Position: Spanish Teacher Dates: 1999-2005

Reason for Leaving: Opened a business

3. Employer Name: Self employed

Position: Daycare Dates: 1991-2005

Reason for Leaving: Took a job

EDUCATION INFORMATION

Degree: English/Psychology Dates: 1991

Degree: _____ Dates: _____

Degree: _____ Dates: _____

REFERENCES

Name: Reid Hettich Phone: [REDACTED]
Name: Angela January Phone: [REDACTED]
Name: Christian Jimenez Phone: [REDACTED]

Criminal Background Notification

As a part of the appointment process, all finalists selected to be interviewed for the Civil Service Commission must undergo a thorough criminal background check.

If you wish to not undergo the criminal background check, your application will need to be withdrawn before the interviews are scheduled. Contact the City Clerk's Office to request to withdraw your application.

I hereby acknowledge that:

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Signature  Date 04/22/2022

For City Clerk's Use Only

Date Received 04/22/2022 Received by Tristen Sheptock



CITY OF AURORA CIVIL SERVICE COMMISSION APPLICATION

Name: Jessica Meadows

Home Address: [REDACTED] Zip Code: [REDACTED]

Email Address: [REDACTED]

Day Phone: [REDACTED] Evening Phone: _____

Are you registered to vote in Aurora? Yes No

1. Are you presently serving as a Council Appointee on any City of Aurora Board or Commission? Yes No

If yes, what Board Commission or Committee:

N/A

2. Why do you desire appointment to the Civil Service Commission?

I would like to learn more about the commission and the duties as well as play a part in hiring/promoting Police and making Aurora a safer city for everyone.

3. Do you have any conflicts of interest that should be disclosed? Yes No

If yes, please explain:

N/A

4. Do you have any special work experience, qualifications, or training that is related to your service on this board or that you would like to share with us?

Interests/Activities: _____

Licenses/Training/Certificates: I've worked in a civil job at Auraria Police Department and have limited training with PD

EMPLOYMENT INFORMATION

Part 1: Provide your current employment information

Employer Name: Front Range Community College

Position: Safety and Security Technician IV Dates: Oct 2021-present

Address: 3645 W 112th Ave., Westminster, CO 80031

Part 2: List your previous employment and reason for leaving

1. Employer Name: Front Range Community College

Position: Safety and Security Technician III Dates: July 2018-Oct 2021

Reason for Leaving: promoted

2. Employer Name: Auraria Police Department

Position: Security Supervisor Dates: Dec 2013-July 2018

Reason for Leaving: Job with FRCC

3. Employer Name: Hudson Correctional Facility

Position: Correctional Officer Dates: November 2012-July 2013

Reason for Leaving: Facility closed

EDUCATION INFORMATION

Degree: Bachelors of Science in Criminology Dates: September 2014

Degree: _____ Dates: _____

Degree: _____ Dates: _____

REFERENCES

Name: Jon VanZandt Phone: [REDACTED]
Name: Stephen Locke Phone: [REDACTED]
Name: Geraldine Yanke Phone: [REDACTED]

Criminal Background Notification

As a part of the appointment process, all finalists selected to be interviewed for the Civil Service Commission must undergo a thorough criminal background check.


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Signature  Date 01/27/2022

For City Clerk's Use Only

Date Received 1/27/2022 Received by 

Civil Service Commission
Applicant Package - Ward 5

Civil Service Commission - Ward 5

Term: 15 Feb 2023 - 14 Feb 2026

Positions Available: 1

Number of applicants in this package: 1

- Skerjanc, Leonard

Date Received: 12/29/2022

Registered Voter & Resident of Aurora

10/06/1978 Ward: 5 County: Arapahoe

Tristen Sheptock

Name :Skerjanc, Leonard

Address : [REDACTED]

Email [REDACTED]

Board Name :Civil Service Commission

How long have you lived in Aurora? :45 years

Home Phone Number [REDACTED]

Mobile Phone Number [REDACTED]

Are you registered to vote? :

Yes

Date of Birth (Month/Day/Year) (Required to Verify Voter Registration)** [REDACTED]

Years of Education Completed :16

Degree(s) Received :BS Business Administration

College(s) Attended :Southern Colorado State College

Employer Name :Retired-see resume attached

Employer Address :Retired

Current Position :Retired

Years with Current Employer :Re

1. Previous Employer Name :See resume attached

Position :Civil Service Commission

Years with Previous Employer :Retired

Reason for Leaving :Retired

2.Previous Employer Name :Retired

Position :Retired

Years with Previous Employer :See resumee

Reason for Leaving :See resume

3. Previous Employer Name :See resume

Position :See resume

Years with Previous Employer :See resume

Reason for Leaving :See resume

Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :

Yes

If yes, what board, committee or commission? :Civil Service Citizen Assessor

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

No

Why do you desire this appointment? :Need to keep busy

List your interests and activities. :

Camping, fishing, volunteering at elementary school first grade class, parking team coordinator at my church.

List licenses, special training and certificates related to this board or that you would like to share with us. :

Aurora Citizens Police Academy, currently Citizens Assessor for Aurora police and fire.

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

No

If yes, please explain :None that I have any knowledge of

Full Name :Pastor Ray Cook

Address : [REDACTED]

Phone Number [REDACTED]

Full Name :Curt Kelley

Address : [REDACTED]

Phone Number [REDACTED]

Full Name :Sam Winter

Address : [REDACTED]

Phone Number [REDACTED]

How did you hear about us? :Other

ACKNOWLEDGMENT I hereby acknowledge:

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I agree

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- Not hold an appointive position as a member of any other board or Commission serving the City of Aurora :

I agree

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

I agree

Signature :Leonard L. Skerjanc

Date :12/28/2022

Time of Submission :12/28/22 7:43:41 PM

Attachments:

- Leonard Skerjanc Resume.pdf

Leonard Skerjanc

Work History

I was employed in the Automotive Industry, including General Motors Acceptance Corporation, Toyota Motor Financial Services, Western Fidelity Funding Corporation, Mountain Parks Financial and Ford Motor Credit Company, from July 1969 to January 1 2019. During that time I had the responsibility of hiring, training, promoting and terminating staff members.

Personal History

I graduated from college in 1969 with a Bachelor of Science Degree in Business Administration. I am a Colorado native, born in Pueblo and have been an Aurora resident since 1977.

I have been married for 50 years. Two adult children and four grandchildren.

Community Volunteer

A member of the Aurora Citizens Police Academy Alumni Association since May 2017.

Volunteer at Colorado Community Church

- Carpentry work for new church location
- Parking lot attendant and traffic control

Cherry Creek Nursing Home

- Christmas Present Distribution Team Leader

Camp Comfort

- Liaison of camp operations

Civil Service Commission
Applicant Package - Ward 2

Civil Service Commission - Ward 2

Term: 15 Feb 2023 - 14 Feb 2026

Positions Available: 1

Number of applicants in this package: 1

- Marien, Luis

Date Received: 12/19/2022

Registered Voter & Resident of Aurora
08/30/1990 Ward: 2 County: Arapahoe

Tristen Sheptock

Name :Marien, Luis

Address : [REDACTED]

Email [REDACTED]

Board Name :Civil Service Commission

How long have you lived in Aurora? :32 years

Home Phone Number : [REDACTED]

Mobile Phone Number [REDACTED]

Are you registered to vote? :

Yes

Date of Birth (Month/Day/Year) (Required to Verify Voter Registration)** [REDACTED]

Years of Education Completed :12

Degree(s) Received :N/A

College(s) Attended :N/A

Employer Name :Retired

Employer Address :N/A

Current Position :N/A

Years with Current Employer :N/A

1. Previous Employer Name :MLS

Position :Driver

Years with Previous Employer :5 years

Reason for Leaving :No longer needing to work.

2.Previous Employer Name :CDOC

Position :Correctional Officer

Years with Previous Employer :21 years

Reason for Leaving :Retired

3. Previous Employer Name :Hospital Share Secrity

Position :Security Officer/ Night Road Supervisor

Years with Previous Employer :3 years

Reason for Leaving :Hired by CDOC

Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :

No

If yes, what board, committee or commission? :N/A

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

No

Why do you desire this appointment? :N/A

List your interests and activities. :

Bible reading/ biking / exercising/ Church/ Volunteer where I can help.

List licenses, special training and certificates related to this board or that you would like to share with us. :

CCW/Active Shooter Training for my Church

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

Yes

If yes, please explain : I help interperet in Spanish for the Front Desk.

Full Name : Greg and Michelle Olson

Address : [REDACTED]

Phone Number : [REDACTED]

Full Name : Luis & Tracy Iglesias

Address : [REDACTED]

Phone Number : [REDACTED]

Full Name : Martin Coster

Address : [REDACTED]

Phone Number : [REDACTED]

How did you hear about us? : Word of Mouth

ACKNOWLEDGMENT I hereby acknowledge:

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I agree

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

I agree

Signature :Luis Marien

Date :12/15/2022

Time of Submission :12/15/22 6:23:49 PM

Attachments:

- Oath of Workers.pdf



Oath of Workers

General Election

November 8, 2022

I, _____, do solemnly swear (or affirm) that I am a citizen of the United States and the state of Colorado; that I am an eligible elector who resides in the county of _____; that I am a member of the _____ party (or that I am unaffiliated with a political party) as shown in the statewide voter registration system; that I will perform the duties of election worker according to law and the best of my ability; that I will studiously strive to prevent fraud, deceit, and abuse in conducting the same; that I will not try to determine how any elector voted, nor will I disclose how any elector voted if in the discharge of my duties as worker such knowledge comes to me, unless called upon to disclose the same before some court of justice; that I have never been convicted of election fraud, any other election offense, or fraud and that, if any ballots are counted before the polls close on the date of the election, I will not disclose the result of the votes until after the polls have closed and the results are formally announced by the designated election official.

Signature of Election Worker

Date