



# NOTICE OF COUNCIL MEETING

MONDAY, May 20, 2024

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](http://www.auroragov.org/PublicComment).

## View or Listen Live

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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, Paul Tauer Aurora City Council Chamber, 15151 E. Alameda Pkwy. The building will open at 4:45 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 Monday, May 20, 2024 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.)

For more information regarding public meetings, please contact the City Clerk's Office at (303) 739-7094 or by email at [CityClerk@auroragov.org](mailto:CityClerk@auroragov.org) or visit [www.auroragov.org](http://www.auroragov.org).



## City of Aurora, Colorado

MONDAY, May 20, 2024

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### **EXECUTIVE SESSION OF THE AURORA CITY COUNCIL**

(Closed to the Public)

AURORA ROOM

4:25 p.m.

### **STUDY SESSION OF THE AURORA CITY COUNCIL**

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)

AURORA ROOM

5:15 p.m.

### **REGULAR MEETING OF THE AURORA CITY COUNCIL**

(Open to the Public)

PAUL TAUER AURORA CITY COUNCIL CHAMBER

6:30 p.m.



## AGENDA

Regular Meeting of the  
Aurora City Council

Monday, May 20, 2024

6:30 p.m.

Paul Tauer Aurora City Council Chamber

15151 E Alameda Parkway

Aurora, CO 80012

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Pages

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION/MOMENT OF SILENCE
4. PLEDGE OF ALLEGIANCE
5. EXECUTIVE SESSION UPDATE
6. APPROVAL OF MINUTES
  - 6.a May 6, 2024 Meeting Minutes 9
7. PROCLAMATIONS OR CEREMONIES
  - 7.a Memorial Day Remembrance 17
  - 7.b Mental Health Awareness Month 18
  - 7.c Older Aurorans Month 19
  - 7.d Walk N' Roll for Spina Bifida 20
  - 7.e Jewish American Heritage Month 21
  - 7.f National Public Works Week 22

**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.b Planning Matters**

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

- 10.c.1 Consideration to Appoint Two (2) Members to the Veterans Affairs Commission 23**

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

- 10.c.2 Consideration to Appoint One (1) Member and Reappoint Two (2) Members to the Metro Water Recovery District Board 46**

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

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

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

**11.a Resolutions**

- 11.a.1 Consideration of Oil and Gas Lease Agreement 60**
- R2024-54** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH GMT EXPLORATION COMPANY, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING 2.193 ACRES
- Jeffrey Moore, Manager of Oil and Gas, Planning and Business Development / David Scott, Assistant City Attorney
- 11.a.2 Havana Business Improvement District (BID) Board Appointment 85**
- R2024-55** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING A MEMBER OF THE BOARD OF DIRECTORS OF THE HAVANA BUSINESS IMPROVEMENT DISTRICT
- State law requires thirty days to make the appointment to the BID after a vacancy. Staff requires a waiver of reconsideration to meet this deadline.
- Chad Argentar, Senior Project Manager, Planning and Business Development / Hanosky Hernandez, Senior Assistant City Attorney
- 11.a.3 Adult Protective Services Multi-Agency Cooperative Agreement 97**
- R2024-56** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA POLICE DEPARTMENT AND ADAMS COUNTY DEPARTMENT OF HUMAN SERVICES
- Mark Hildebrand, Investigations Division Chief / Megan Platt, Assistant City Attorney

- 11.a.4 **LexisNexis Colorado Information Sharing Consortium (CISC) Member Agency Addendum and Joinder** 108
- R2024-57** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE JOINDER OF THE AGREEMENT BETWEEN LEXISNEXIS AND THE COLORADO INFORMATION SHARING CONSORTIUM
- DJ Tisdale, Police Lieutenant / Megan Platt, Assistant City Attorney
- 11.a.5 **An Intergovernmental Agreement Between the City of Aurora, E-470, and the Aurora Highlands Community Authority Board (TAH CAB) Regarding the Maintenance of 38th Avenue Bridge and Overlapping Facilities** 121
- R2024-58** A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF AURORA, E-470 PUBLIC HIGHWAY AUTHORITY, AND THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (TAH CAB) REGARDING THE MAINTENANCE OF 38TH OVERLAPPING FACILITIES
- A waiver of reconsideration is requested by staff so that this portion of 38th Avenue can be opened by the E-470 Authority as soon as possible for public use.
- Haley Johansen, City Engineer, Public Works / Michelle Gardner, Senior Assistant City Attorney
- 11.a.6 **Colorado Freedom Memorial and Visitors Center – Concession Agreement** 156
- R2024-59** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED CONCESSION AGREEMENT REGARDING THE COLORADO FREEDOM MEMORIAL (CFM) AND VISITORS CENTER IN MEMORIAL PARK
- A waiver of reconsideration is being requested due to the timing of the Colorado Freedom Memorial Foundation's project.
- Nicole Ankeney, Planning, Design and Construction Manager, Parks, Recreation and Open Space / Michelle Gardner, Senior Assistant City Attorney
- Outside Speaker: Rick Crandall, Executive Director Colorado Freedom Memorial Foundation

**11.a.7 Specialty Court - HEART Program**

230

**R2024-61** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DIRECTION AND SUPPORT FOR ESTABLISHING THE AURORA HEART PROGRAM IN THE AURORA MUNICIPAL COURT FOR THOSE INDIVIDUALS EXPERIENCING HOMELESSNESS WHO HAVE BEEN CHARGED WITH NON-DOMESTIC VIOLENCE MUNICIPAL ORDINANCE VIOLATIONS OR OTHER LOW LEVEL NON-VIOLENT OFFENSES

Sponsors: Curtis Gardner, Council Member / Steve Sundberg, Council Member

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

**11.a.8 Tract A Conveyance to Stanley Marketplace by Direct Sale to Logical Potential Purchaser**

236

**R2024-62** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONVEYANCE OF CERTAIN CITY-OWNED PROPERTY CONTAINING 0.9129 ACRES TO STANLEY MARKETPLACE JV, LLC AS A DIRECT SALE TO THE LOGICAL POTENTIAL PURCHASER

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

**11.b Finalizing of Ordinances**

*Ordinances approved unanimously at first reading.*

**11.b.1 Amending Subsection (c) (3) of Section 2-676 of the City Code Pertaining to Contracts and Purchasing**

247

**2024-20** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-676 OF ARTICLE VI OF CHAPTER 2 OF THE CITY CODE PERTAINING TO CONTRACTS AND PURCHASING

Bryn Fillinger, Purchasing Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney

## 12. PUBLIC HEARINGS

*Public hearings with or without related ordinances*

### 12.a Aurora One PA-4 Zoning Map Amendment 253

**2024-21** A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 30.2 ACRES OF LAND TO MEDIUM DENSITY MULTI-FAMILY DISTRICT (R-3), LOCATED ONE HALF MILE EAST OF PICADILLY ROAD AND SOUTH 6TH AVENUE (AURORA ONE PA-4 REZONE)

Sarah Wile, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney

### 12.b Painted Prairie Business Improvement District No. 1 Inclusion and Exclusion 273

**2024-22** A PUBLIC HEARING AND CONSIDERATION OF 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, Interim Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

### 12.c Painted Prairie Business Improvement District No. 2 Property Inclusion and Exclusion 324

**2024-23** A PUBLIC HEARING AND CONSIDERATION OF 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, Interim Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney



**12.d Eagle’s Nest Metropolitan District Inclusion of Property**

375

**R2024-60** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INCLUSION OF REAL PROPERTY INTO THE BOUNDARIES OF EAGLE’S NEST METROPOLITAN DISTRICT

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

**13. INTRODUCTION OF ORDINANCES**

**13.a Ordinance Authorizing a Council Member to Voluntarily Decline All or Part of their Salary Set by Charter**

405

**2024-24** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 2-35 OF THE CITY CODE AUTHORIZING A COUNCIL MEMBER TO VOLUNTARILY DECLINE ALL OR PART OF THEIR SALARY OR ANY OTHER COMPENSATION

Sponsor: Dustin Zvonek, Mayor Pro Tem

Terri Velasquez, Finance Director / Kimberly Skaggs, Assistant City Attorney

**13.b Amendments to the City Code Regarding Unauthorized Camping**

410

**2024-25** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 94-122, 114-107, 114-109, AND 114-110 OF THE CITY CODE AND ADDING SECTION 114-112 TO THE CITY CODE PERTAINING TO THE ABATEMENT OF UNAUTHORIZED CAMPS ON PUBLIC PROPERTY AND IN AN AREA CLOSED TO CAMPING

Sponsors: Steve Sundberg, Council Member / Curtis Gardner, Council Member

Jessica Prosser, Director of Housing and Community Services / Angela Garcia, Senior Assistant City Attorney

**13.c Ordinance to Remove Sunset Provision for the Mandatory Auto Theft and Failure to Appear**

420

**2024-26** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REMOVING THE “SUNSET PROVISION” IN ORDINANCE NUMBER 2022-37 RELATED TO MANDATORY PENALTIES FOR THE OFFENSES OF MOTOR VEHICLE THEFT AND FAILURE TO APPEAR UNDER THE CITY CODE

Sponsor: Dustin Zvonek, Mayor Pro Tem

Heather Morris, Chief of Police / Pete Schulte, Public Safety Client Group Manager, City Attorney

**14. FINALIZING OF ORDINANCES**

*Ordinances not approved unanimously at first reading.*

**15. ANNEXATIONS**

**16. RECONSIDERATIONS AND CALL UPS**

**17. GENERAL BUSINESS**

**18. REPORTS**

**18.a Mayor**

**18.b Council**

**19. ADJOURNMENT**

**MINUTES**

**Regular Meeting of the Aurora City Council**

**Monday, May 6, 2024**

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

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**3. INVOCATION/MOMENT OF SILENCE**

Mayor Coffman led the prayer for the May 6, 2024 meeting.

**4. PLEDGE OF ALLEGIANCE**

*(all standing)*

**5. EXECUTIVE SESSION UPDATE**

Mayor Coffman provided an update on the Executive Session, stating union negotiations, property transactions, oil and gas lease agreements, litigation and personnel matters were discussed.

Mayor Coffman read a land acknowledgment.

**6. APPROVAL OF MINUTES**

**6.a April 22, 2024 Meeting Minutes**

Moved by: Steve Sundberg

Second by: Stephanie Hancock

Does Council wish to approve the minutes of the April 22, 2024 meeting?

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

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

**7. PROCLAMATIONS OR CEREMONIES**

**7.a 55th Annual Professional Municipal Clerks Week**

Mayor Coffman proclaimed May 5-11, 2024 as the 55th Annual Professional Municipal Clerks Week.

**7.b National Correctional Officers Week**

Mayor Coffman proclaimed May 6-10, 2024 as National Correctional Officers Week.

**7.c Juror Appreciation Week**

Mayor Coffman proclaimed May 6-10, 2024 as Juror Appreciation Week.

**7.d World Neurofibromatosis (NF) Day**

Mayor Coffman proclaimed May 17, 2024 as World Neurofibromatosis (NF) Day.

**7.e Armed Forces Day**

Mayor Coffman proclaimed May 18, 2024 as Armed Forces Day.

**8. PUBLIC INVITED TO BE HEARD**

(non-agenda related issues only)

Council heard public testimony on non-agenda related items.

**9. ADOPTION OF THE AGENDA**

Moved by: Dustin Zvonek

Second by: Françoise Bergan

Does Council wish to adopt the agenda as presented?

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

**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.*

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Moved by: Françoise Bergan

Second by: Stephanie Hancock

Does Council wish to approve the Motions consent calendar?

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

**10.a Motions**

**10.b Planning Matters**

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

**10.c.1 Consideration to Reappoint One (1) Member to the Aurora Immigrant and Refugee Commission**

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

**10.c.2 Consideration to Appoint Three (3) Members to the Aurora Youth Commission**

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

**10.c.3 Consideration to Appoint One (1) Member and Reappoint One (1) Member to the Parks and Recreation Advisory Board**

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

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

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

Moved by: Curtis Gardner

Second by: Dustin Zvonek

Does Council wish to approve the Resolutions and Ordinances consent calendar?

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

**11.a Resolutions**

**11.a.1 An Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) Regarding Maintenance**

***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.***

**Responsibilities for the I-70 and Aerotropolis Parkway Interchange Project**

**R2024-52** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING CERTAIN MAINTENANCE OF IMPROVEMENTS FOR THE I-70 AEROTROPOLIS PARKWAY INTERCHANGE PROJECT

A waiver of reconsideration is being requested for to expedite the award of the construction contract as the bid pricing is set to expire before May 20th. CDOT will not allow award of the contract until the IGA is approved.

Ryan Germeroth, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney

**11.a.2 Aurora Animal Shelter Project – Reimbursement Agreement (Resolution)**

**R2024-53** A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF AURORA TO REIMBURSE ITSELF WITH THE PROCEEDS OF A MUNICIPAL LEASE OR BOND FINANCING FOR CAPITAL EXPENDITURES RELATED TO THE ANIMAL SHELTER PROJECT, IDENTIFYING SUCH CAPITAL EXPENDITURES AND PROVIDING OTHER MATTERS IN CONNECTION THEREWITH

A waiver of reconsideration is being requested to allow the city to be able to incur expenses related to this project, and seek reimbursement as soon as possible from the bond proceeds.

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

**11.b Finalizing of Ordinances**

*Ordinances approved unanimously at first reading.*

**11.b.1 2024 Spring Supplemental**

**2024-18** FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2022-59, 2023- 12, AND 2023- 62 FOR THE 2023 FISCAL YEAR AND ORDINANCE NO. 2023-52 FOR THE 2024 FISCAL YEAR

Jackie Ehmann, Budget Program Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

**12. PUBLIC HEARINGS**

*Public hearings with or without related ordinances*

**13. INTRODUCTION OF ORDINANCES**

**13.a Amending Subsection (c) (3) of Section 2-676 of the City Code Pertaining to Contracts and Purchasing**

**2024-20** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-676 OF ARTICLE VI OF CHAPTER 2 OF THE CITY CODE PERTAINING TO CONTRACTS AND PURCHASING

Bryn Fillinger, Purchasing Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Staff provided a brief presentation on the item.

Moved by: Steve Sundberg

Second by: Françoise Bergan

Does Council approve this proposed Ordinance 2024-20 to amend Subsection (c) (3) of Section 2-676 of the City Code?

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

**14. FINALIZING OF ORDINANCES**

*Ordinances not approved unanimously at first reading.*

**15. ANNEXATIONS**

**15.a Allen Parcel Annexation**

**2024-17** FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE (Allen Annexation) 41.028 ACRES

Jacob Cox, Director of Development Services / Brian Rulla, Assistant City Attorney

Staff provided a brief presentation on the item.

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Moved by: Steve Sundberg

Second by: Stephanie Hancock

Does the Council wish to support the finalizing of Ordinance 2024-17?

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

**15.b Allen Annexation - Zoning Map Amendment**

**2024-19** CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING A PARCEL OF LAND MEASURING FORTY ACRES, MORE OR LESS, LOCATED NORTH OF THE INTERSECTION OF STEPHEN D HOGAN PARKWAY AND EAST 6TH AVENUE TO BUSINESS/TECH DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (THE ALLEN ZONING MAP AMENDMENT)

Stephen Gubrud, Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Steve Sundberg

Second by: Alison Coombs

Does the City Council wish to approve the finalizing of ordinance 2024-19 to amend the City of Aurora Zoning Map?

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

**15.c Allen Parcel Annexation Agreement**

CONSIDERATION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND HAROLD F. ALLEN AND EDNA F. ALLEN TRUST, DENNIS ALLEN, TRUSTEE. (ALLEN PARCEL) 41.028 ACRES

Jacob Cox, Director of Development Services / Brian Rulla, Assistant City Attorney

Staff provided a brief presentation on the item.

Moved by: Steve Sundberg

Second by: Dustin Zvonek

Does City Council wish to approve this Annexation Agreement?

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

**16. RECONSIDERATIONS AND CALL UPS**

**17. GENERAL BUSINESS**

**18. REPORTS**

**18.a Mayor**

Mayor Coffman announced he would not be in the office or working on Sundays, with the exception of religious services and events.

**18.b Council**

CM Coombs stated she joined CM Murillo’s Town Hall and attended the multimodal transportation plan planning charrette with staff and thanked the commission and community members who attended and the HDR Group for including Aurora residents on their team. She also thanked New American Leaders for having five Aurorans in their program.

CM Jurinsky said the incompetence of leadership in the Aurora Police Department has gotten her attention and asked for the resignation of Officers Brian O’Dell, Tim Meehan, Seth Robertson, Mark Hildebrand, and Heather Morris, and stated that she would not let the issue go until they were no longer on the Department. CM Jurinsky addressed City Manager Batchelor regarding the situation. She discussed complaints they had received from both criminals and victims on how they were being treated and these officers are a threat to the city. She noted she always will stand with the Police Department with the exception of those five officers.

CM Murillo thanked CM Coombs for cohosting her Town Hall. She stated they heard from one of the directors, Donnie Betts, an active community member and long time resident, and it was fascinating to hear his perspectives on what is possible in the District. She said they shared potential plans along the Colfax Corridor and it was great to hear the backend perspective. She added they also heard from the Aurora Fox Director. CM Murillo expressed there was a lot of excitement around the Aurora Economic Opportunity Coalitions Documentary, called “America’s Hidden Gem: Northwest Aurora”.

CM Sundberg discussed the DC trip, where they heard from Colorado representatives and talked about a number of Colorado issues and advancing interests in economy. He talked about an energy symposium he attended in Rifle, Colorado and said we needed a broad portfolio of energy for national security.

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CM Medina announced his Town Hall for next Tuesday, May 14th, at the Active Adult Center, 6:30-8:00 pm, where they will have Aurora Fire Department discussing their strategic plan.

CM Hancock recommended checking out the Visit Aurora magazine that is free. She stated she attended the Colorado Association of Black Professional Engineers and Scientists 42nd Annual Student Awards Banquet, and was impressed with the students.

CM Lawson talked about the violent incidents in Ward 5 in the past couple weeks and expressed to Ward 5 that she is listening and concerned, and she plans to get with the chief to talk to the residents where the occurrences are happening. She let everyone know she is trying to address the issues and crime happening in Ward 5 and a meeting with PD will be forthcoming.

CM Bergan said she attended the Accelerate trip and talked about transportation, aerospace, CHIPS Act, PFAS Funding, but only got to see three of their congressman. She announced her Town Hall will be Wednesday, May 15th, 6:00-8:00pm, at the Towns Reach Library with presentations on budget and sober living homes. She stated she had her E-470 Roadway Subcommittee last week, attended the Derby Contest at the Southland Shopping Center, and attended the Connecting Aurora Multimodal presentation. She thanked her colleagues for supporting the resolution on careers and construction.

CM Gardner and MPT Zvonek did not have a report.

**19. ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of City Council.

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MIKE COFFMAN, MAYOR

ATTEST:

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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.***

# Aurora, Colorado



## Proclamation

*WHEREAS, on May 11, 1950 Congress, by a joint resolution approved, that the President issue a proclamation calling on the people of the United States to observe each Memorial Day as a day of prayer for immutable peace; and,*

*WHEREAS, the President has declared that a period on that day be designated when the people of the United States might unite in prayer and recognize in their own way, the National Moment of Remembrance; and,*

*WHEREAS, our nation endures and flourishes because of the piety of our service men and women, who, from years and generations have been accountable for our national security for over two centuries; and,*

*WHEREAS, the City of Aurora is home to the Colorado Freedom Memorial, dedicated to honoring all Colorado veterans killed in action since statehood; and,*

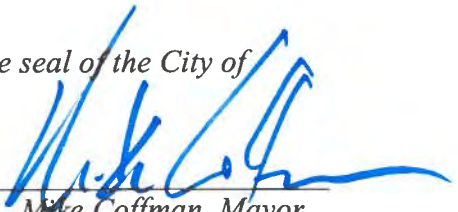
*WHEREAS, the City of Aurora would like to enhance the observation of Memorial Day by designating May 27, 2024 at 3:00 p.m. as a time to remember and appreciate Aurora's Military service members for their devotion to duty, which has sustained our country and kept safe our heritage as a free people in a free society.*

*NOW THEREFORE, I, Michael Coffman Mayor of the city of Aurora, Colorado do hereby proclaim May 27, 2024, at 3:00 p.m. local time, as:*

### **Memorial Day Remembrance**

*a day for the residents of Aurora to pause for a minute of silence to honor, reflect, and remember the precious lives lost while in service to the Nation.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 20th day of May, 2024.*



Mike Coffman, Mayor  
Aurora, Colorado

# Aurora, Colorado



## Proclamation

*WHEREAS, all Americans experience times of difficulty and stress in their lives; especially during this unprecedented time of Post-Pandemic that has impacted all of our lives with unique challenges; and,*

*WHEREAS, every citizen and community can help end the silence and stigma surrounding mental illness; and,*

*WHEREAS, it is important to maintain mental health and to recognize the symptoms of mental illness, and seek help when it is needed; and,*

*WHEREAS, with effective treatment, those individuals with mental health and other chronic health conditions can recover and lead full, productive lives; and,*

*WHEREAS, each business, school, government agency, healthcare provider, organization, and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts; and,*

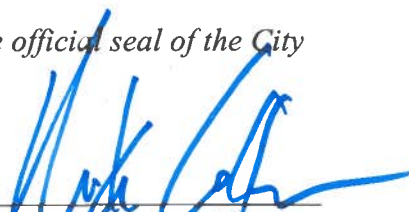
*WHEREAS, Mental Health Awareness Month is an opportunity to increase public understanding of the importance of mental health and to promote the identification and treatment of mental illness.*

*NOW, THEREFORE, I, Mayor Mike Coffman, Mayor of the city of Aurora, Colorado, do hereby proclaim May 2024, as:*

### ***Mental Health Awareness Month***

*in Aurora, Colorado. As the mayor, I also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Aurora to recommit our community to increasing awareness and understanding of mental health and the steps our citizens can take to protect their mental health and well-being and the need for appropriate and accessible services for all people with mental health conditions.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Aurora, Colorado to be affixed this 20<sup>th</sup> day of May 2024.*



Mike Coffman, Mayor  
Aurora, Colorado

# Aurora, Colorado



## Proclamation

***WHEREAS**, the month of May is designated as Older Coloradans Month; and,*

***WHEREAS**, in May we particularly acknowledge and honor Older Aurorans, all who are resilient and strong and play vital, positive roles in our communities as family members, friends, mentors, volunteers, caregivers, civic leaders, employees, and more; and,*

***WHEREAS**, the city of Aurora established the Aurora Commission for Older Adults to advocate for this population and work with the city to ensure their equitable quality of life; and,*

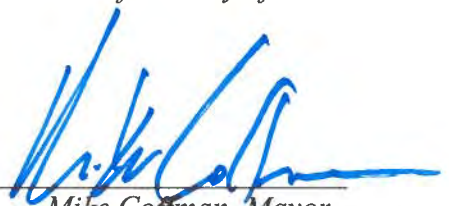
***WHEREAS**, this Proclamation further supports the efforts of the city of Aurora to continue to address the housing, transportation, health, nutrition, legislation, and recreation needs of Older Aurorans through advocacy and networking by the Aurora Commission for Older Adults; and,*

***WHEREAS**, we move forward with celebrating the significance of our Older Aurorans as they continue to be respected in every organization, business, and governmental entity related to growth, sustainability, business, and strategic and city plans.*

***NOW, THEREFORE**, I, Mike Coffman, Mayor of the City of Aurora, Colorado do hereby proclaim the month of May 2024, as:*

### **Older Aurorans Month**

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 20th day of May 2024.*



Mike Coffman, Mayor  
Aurora, Colorado

# Aurora, Colorado



## Proclamation

***WHEREAS**, the Spina Bifida Association of Colorado's mission is to build a better and brighter future for all those impacted by Spina Bifida in Colorado; and,*

***WHEREAS**, according to the Center for Disease Control, Spina bifida is the most common permanently disabling birth defect, occurring when the spine and spinal cord do not form properly within the first 30 days of pregnancy; and,*

***WHEREAS**, there are approximately 1400 babies born with Spina Bifida each year in the United States and the Spina Bifida Association of Colorado estimates over 1500 people are living with Spina Bifida in Colorado ages 1-80 years old; and,*

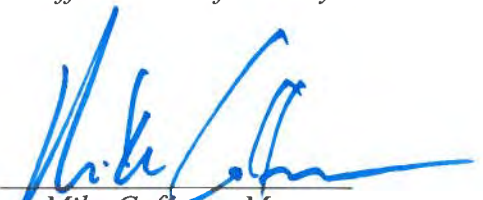
***WHEREAS**, no two individuals are affected by Spina Bifida in the same way. Individuals living with Spina Bifida may experience walking and mobility issues to paralysis as well as other physical symptoms and learning disability; and,*

***WHEREAS**, our Walk N' Roll fundraiser helps raise monies each year that we use to support our Spina Bifida community through Direct Aid grants, educational programs, sharing of resources, networking, and family events.*

***NOW, THEREFORE**, I, Mayor Mike Coffman, Mayor of the city of Aurora, Colorado, do hereby proclaim June 8<sup>th</sup>, 2024, as:*

### ***Walk N'Roll for Spina Bifida***

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the City of Aurora, Colorado to be affixed on May 20, 2024.*



*Mike Coffman, Mayor  
Aurora, Colorado*

# Aurora, Colorado



## Proclamation

***WHEREAS**, Jewish American Heritage Month has been proclaimed in May by every United States President since 2006, following 43 years of every Congress and President declaring a celebration of Jewish culture, history, and contributions to the United States; and,*

***WHEREAS**, we offer hope and optimism through celebrating the vibrant heritage of Jewish Americans who have enriched our country and our communities for hundreds of years; and,*

***WHEREAS**, though an integral part of our city, state, and nation, more Jews feel less secure in American cities due to the alarming rise in antisemitic attacks, crimes, and violence, and how acceptable antisemitism and racism have become, and a quarter of Jewish adults won't wear, carry, or display items that might identify them as Jewish; and,*

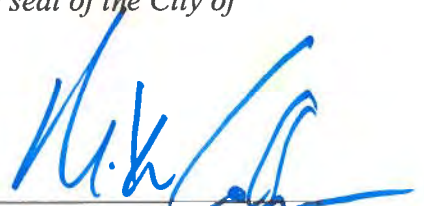
***WHEREAS**, one in six Jews have avoided certain places, events, or situations out of concerns for their safety or comfort, and the resurgence of this ancient hatred is a threat not just to Jewish people, but to all who value human dignity, inclusion, and compassion; and,*

***WHEREAS**, Jewish Americans are an integral part of Aurora's history and have left an indelible mark on our city, thus we must create conditions that allow our Jewish neighbors and all community members to be safe, healthy, and vital while enriching life in Aurora.*

***NOW, THEREFORE**, I, Mike Coffman, Mayor of the City of Aurora, Colorado do hereby celebrate and proclaim May 2024 as:*

### ***Jewish American Heritage Month***

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 20th day of May 2024.*



Mike Coffman, Mayor  
Aurora, Colorado



## Proclamation

*WHEREAS, the city of Aurora is committed to caring for what we have and providing for what we need in this community, which ensures a sustainable and resilient city; and,*

*WHEREAS, the city’s public works professionals focus on providing and maintaining a vast array of infrastructure, facilities, and services that are vitally important to the public health and well-being of Aurora residents and advance the quality of life for all; and,*

*WHEREAS, these essential community assets could not be provided in Aurora without the dedicated efforts of public works professionals, who are engineers, managers, skilled tradespeople and employees at all levels along with our partners in the private sector; and,*

*WHEREAS, it is in the public interest for residents and civic leaders in Aurora to understand the importance of public works and public works programs in their community; and,*

*WHEREAS, the city’s public works professionals do an extraordinary job delivering quality services to residents in a cost-effective, resource-limited manner; and,*

*WHEREAS, the city’s Public Works Department has remained accredited with the American Public Works Association for many years, which reflects a commitment to continuous improvement and operational excellence; and,*

*WHEREAS, the year 2024 marks the 64<sup>th</sup> annual National Public Works Week, sponsored by the American Public Works Association/Canadian Public Works Association.*

**NOW, THEREFORE, BE IT RESOLVED** that I, Michael Coffman, Mayor of the City of Aurora, and the Aurora City Council designate the week of May 19 to 25, 2024, as:

### **National Public Works Week**

*We encourage all residents to join with us and the American Public Works Association to recognize and express appreciation to our public works professionals for the significant contributions they make to protecting our health and safety in Aurora and advancing the quality of life in our community.*

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the City of Aurora, Colorado to be affixed this 20<sup>th</sup> day of May, 2024.



Mike Coffman, Mayor  
Aurora, Colorado





# CITY OF AURORA

## Council Agenda Item Continuation Page

<b>Item Title:</b> CONTINUATION PAGE: Consideration to Appoint Two (2) Members to the Veterans Affairs Commission
<b>Item Initiator:</b> Kadee Rodriguez, City Clerk
<b>Staff Source:</b> Kadee Rodriguez, City Clerk
<b>Legal Source:</b> Tim Joyce / Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Date of Change:</b> 5/14/2024

### COUNCIL MEETING DATES:

**Study Session:** 5/6/2024

**Regular Meeting:** 5/20/2024

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### ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

One applicant that was presented at the May 6, 2024 Study Session, Juan Garcia, does not live within the city of Aurora limits and is therefore not eligible to be appointed to the Veterans Affairs Commission. Juan Garcia is now removed from the consideration for appointment and only the following two (2) candidates are to be considered for appointment:

- Frank Davila: Complete term beginning 7/1/2021 and ending on 6/30/2024, and appointed to first term beginning on 7/1/2024 and ending on 6/30/2027
- Tina Covey: Complete term beginning 7/1/2021 and ending on 6/30/2024, and appointed to first term beginning on 7/1/2024 and ending on 6/30/2027



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Consideration to Appoint Three (3) Members to the Veterans Affairs Commission
<b>Item Initiator:</b> Ralph Charlip, Veterans Affair Chairperson
<b>Staff Source/Legal Source:</b> Kadee Rodriguez, City Clerk/Tim Joyce Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 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:** 5/6/2024

**Regular Meeting:** 5/20/2024

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

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

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

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

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

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The Veterans Affairs Commission advises city council as to the concerns of veterans relating to transportation, housing, employment and other areas affecting veterans in the city. Make recommendations to city council of solutions to these issues and concerns. Serve as a source of information regarding resources and services available to veterans. Exercise other powers and duties as may be assigned by city council.

The Veterans Affairs Commission consists of twelve (12) members appointed by the Aurora City Council. The term length is three (3) years and are permitted to serve three (3) consecutive terms. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The Veterans Affairs Commission has 3 vacancies. The Commission received 3 applications and interviews were conducted March 24<sup>th</sup>, April 6<sup>th</sup> and April 10<sup>th</sup>.

Among the applicants were:

- Juan Garcia
- Frank Davila
- Tina Covey

Upon conducting interviews, the Veterans Affairs Commission respectfully recommends the appointments and the following candidates:

Frank Davila - Stub Term Beginning on 7/1/2021 and Ending on 6/30/2024  
And First Term Beginning on 7/1/2024 and Ending on 6/30/2027

Juan Garcia -Stub Term Beginning on 7/1/2021 and Ending on 6/30/2024  
And First Term Beginning on 7/1/2024 and Ending on 6/30/2027

Tina Covey – First Term Beginning on 7/1/2024 and Ending on 6/30/2027

**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

N/A

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Does Council support the appointment of Juan Garcia, Frank Davila and Tina Covey to the Veterans Affairs Commission?

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**LEGAL COMMENTS**

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) **The veterans’ affairs commission shall consist of eleven voting members and one non-voting alternate member, who shall be registered electors and shall be on active duty or honorably discharged from the United States Army, Navy, Marine Corps, Air Force or Coast Guard. (Aurora, Colo. Code § 2-851).** This commission shall advise Council as to the concerns of veterans relating to transportation, housing, employment and other areas affecting veterans in the City, make recommendations to the Council of solutions to these issues and concerns, and may serve as a source of information regarding sources and services available to veterans. (Aurora, Colo. Code § 2-855). (TJoyce)



**MEMORANDUM**

TO: Mayor Coffman and Members of City Council  
FROM: Ralph Charlip, Chairperson, Aurora Veterans Affairs Commission  
THROUGH: City Clerk’s Office  
DATE: Apr 11, 2024  
SUBJECT: New Appointments to the Veterans Affairs Commission

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**Board or Commission:** Veterans Affairs Commission

**Number of Vacancies:** 2 immediately, 1 additional on 1 Jul 24, 1 additional later in the summer

**Recommendations:**

1. We unanimously recommend approval of three candidates to serve on the Veterans Affairs Commission. We ask that you appoint Davila and Gacia effectively immediately to fill the current two vacancies and that their appointments also be effective for a three-year term starting 1 Jul 24 without them having to reapply for the three-year term.
2. We request you appoint Covey effective 1 Jul 24 for a three-year term to replace Commissioner Francis who is not renewing her term which ends on 30 Jun 24.

For each candidate, I checked their social media accounts (Facebook and LinkedIn), spoke with three references and at least two commissioners interviewed each candidate for approximately 60 minutes during which candidates were asked about their experience, values and desire to serve as a commissioner. Each candidate demonstrated strong values regarding honesty, integrity and accountability and is committed to veteran issues. They demonstrated the ability to deal with conflict, speak to the public and have the time to be engaged with the commission. Reference checks were all positive and supported the information candidates shared during their interview. We look forward to working with all three candidates.

**Interview Information**

Davila: 25 Mar 24, interviewers: Ralph Charlip, Jeremy Lammon  
Garcia: 6 Apr 24: interviewers: Ralph Charlip, Jeremy Lammon  
Covey: 10 Apr 24: interviewers: Ralph Charlip, Jeremy Lammon, CW Fox

**Veterans Affairs Commission**

**Applicant Package - At Large**

Veterans Affairs Commission - At Large

**Term** 01 Jul 2023 - 30 Jun 2026

**Positions Available** 4

**Number of applicants in this package** 1

- Garcia, Juan

Received: 03/13/2024

Unincorporated Arapahoe & Registered Voter

Arapahoe County

Vetted on 04/02/2024

A handwritten signature in black ink, appearing to read 'Juan Garcia', with a stylized flourish at the end.

**Name:** Garcia, Juan

**Address:** [REDACTED]

**Email:** [REDACTED]

**Board Name:** Veterans Affairs Commission

**Date of Birth:**

[REDACTED]

**Home Phone Number:**

[REDACTED]

**Work Phone Number:**

[REDACTED]

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

2.5 years

**Are you registered to vote? :**

Yes

**Years of Education Completed:**

5

**Degree(s) Received:**

Bachelors of Arts, Marketing

**College(s) Attended:**

American Military University

**Employer Name:**

United States Marine Corps

**Employer Address:**

621 17th Street Denver, CO 80293

**Current Position:**

Officer Selection Assistant

**Years with Current Employer:**

21

**Work Experience:**

I have experience in sales, recruiting, sales analytics, training, presentations and advising senior officers. Please see my resume for all of my individual work/military experience.

**Certification(s):**

Lean Six Sigma Yellow Belt

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

Currently I am not involved because I have been focusing on my retirement transition. However, in the past I have volunteered with the Young Marine Program as their Training Officer in Rio Rancho, New Mexico and I was the web master and Commandant for the Marine Corps League in Rio Rancho, New Mexico. I have a pending application to volunteer with the USO at the airport, my orientation is March 22, 2024.

**List your interests and activities.:**

I enjoy golfing, hiking, going to the gym and smoking food.

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

No

**If yes, enter the board name and position:**

NA

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

No

**Why do you desire this appointment?:**

I desire this position because I want to give back to the community. Additionally, I want to give back to the veteran community specifically because I have been the recipient of being helped by organizations because I was on active duty. As I am retiring I want to maintain a purpose by giving back with my time to help our veteran community.



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

As much time is required.

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

No

**If yes, please explain:**

NA

**Reference 1: Full Name, Phone Number and Address:**

Dominick Tranfaglia, Captain [REDACTED]

**Reference 2: Full Name, Phone Number and Address:**

Charles Walters, Master Sergeant [REDACTED]  
[REDACTED]

**Reference 3: Full Name, Phone Number and Address:**

Anthony Derieux [REDACTED]

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

Word of Mouth

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

Linkedin Post

**Time of Submission:** 03/13/24 10:11:22 PM

**Attachments**

- Juan Garcia Veterans Commission Cover Letter.pdf
- Juan Garcia Resume.pdf

## JUAN GARCIA



March 13, 2024

City of Aurora Veterans Affairs Commission

15151 E. Alameda Parkway

Aurora, Colorado 80012

Dear Members of the Aurora Veterans Affairs Commission,

Subject: Application for Membership on the Aurora Veterans Affairs Commission

I am writing to express my profound interest in joining the Aurora Veterans Affairs Commission. As an active-duty U.S. Marine with over two decades of dedicated service, including deployments to Iraq and Afghanistan, I bring a wealth of experience and a deep understanding of the challenges faced by our veterans.

In my 22 years of service, I have had the privilege of leading Marines at various levels and have spent the last ten years on the recruiting side, which has enabled me to connect with the community and inspire the next generation of service members. My academic background, with an undergraduate degree in Marketing and current graduate studies in HR Management, equips me with the skills to effectively advocate for and support the needs of veterans.

Retiring this summer, I am eager to continue serving, but now on a different front. Although I am not originally from Colorado, my family and I do intend on staying here after I retire from active duty. My commitment to volunteerism and helping fellow veterans has been a cornerstone of my personal mission. I am particularly passionate about addressing the critical issue of veteran suicide, and my goal on the commission would be to contribute to initiatives that aim to reduce or eliminate this tragic outcome.

I believe my experience, both in active service and in my educational pursuits, has prepared me to be an asset to the City of Aurora Veterans Affairs Commission. My dedication to our nation's heroes extends beyond my military career, and I am ready to leverage my leadership, marketing insight, and human resources expertise to support and enhance the lives of Aurora's veteran community.

Thank you for considering my application. I look forward to the opportunity to discuss how I can contribute to the vital work of the commission and make a positive impact on the lives of our esteemed veterans.

Respectfully,

Juan Garcia

## Professional Summary

Accomplished Talent Acquisition Leader with significant achievement in sales, marketing, and talent development. Demonstrates excellence in driving growth and optimizing recruiting through strategic initiatives and team leadership. Skilled in multitasking and project management, ensuring high-quality standards are met. Expert in leading diverse teams across extensive territories, achieving operations efficiency and meeting all goals.

Strong academic background in marketing and human resources management, enriched with comprehensive experience in recruitment, sales training, and analytics to enhance performance. Recognized for strategic planning, team management, and dedication to diversity and inclusion.

## Skills

- Strategic Planning
- Leadership and Team Management
- Recruitment Analytics
- Stakeholder Engagement
- Candidate Experience Management
- Diversity and Inclusion
- HRIS (HR Management System)
- Department of Labor – Counseling, Office Manager
- Talent Sourcing and Networking
- Interviewing and Assessment
- Knowledge of Recruitment Technologies
- Regulatory Compliance
- Communication and Interpersonal Skills
- Problem-solving and Adaptability
- Applicant Tracking System (ATS)
- US Marine Corps – Lean Six Sigma Yellow Belt

## Work History

### NetApp (2024-Current)

#### Military Fellow, Internal Enablement, Sales Education

- Spearheaded a comprehensive project aimed at translating and localizing educational content, enhancing inclusivity and accessibility for diverse global audiences, thereby contributing significantly to the company's commitment to diversity and inclusion learning.
- Played a pivotal role in the design and delivery of an innovative sales enablement school, employing innovative educational strategies and tools to boost sales team performance and effectiveness, leading to measurable improvements in sales metrics and team engagement.

### United States Marine Corps (2002 – 2024)

#### Senior Strategic Leadership & Talent Development Manager

- Spearheaded team productivity by 25% within a 12-month period through strategic mentorship and process optimization. Achieved a 40% increase in diversity hires, contributing to a more inclusive and comprehensive team environment.
- Supported the Director of Executive Recruiting to streamline the hiring process, resulting in a 35% reduction in time-to-hire and a 45% increase in hiring of top-tier candidates.

### **Regional Talent Acquisition Manager**

- Led a diverse team within a high-paced operations environment, overseeing the strategic execution and analysis of recruitment operations, shipping coordination, and quality assurance processes. My leadership contributed to streamlining operational efficiency, achieving a 100.28% over a 12-month period for scheduled recruit shipments, and significantly enhancing team productivity through systematic recruitment practices.
- Implemented and managed a comprehensive quality control and assurance program, directly supervising the processing and enlistment of applicants across various programs. This initiative resulted in keeping exemplary standards of accuracy and compliance, with a zero-error rate in documentation verification and waiver administration, upholding the organization's reputation for excellence in operational standards.

### **HR Talent Management Trainer**

- Led a comprehensive training program for a diverse talent acquisition team of 127 members, including specialists, managers, executive recruiters, quality assurance professionals, and executives, enhancing team capabilities by cohesion. This initiative resulted in 80% increase in team efficiency and a 50% improvement in hiring quality within the first year and being selected as station of the year for the western region.
- Conducted detailed evaluations of talent acquisition initiatives, identifying key areas for improvement, and implementing strategic changes that led to a 25% increase in productivity and operational effectiveness across recruiting teams. These efforts directly contributed to the successful achievement of 100% of recruitment targets, including a 50% reduction in time-to-hire and 35% increase in candidate satisfaction scores.

### **Talent Management Compliance Analyst**

- Ensured adherence to enlistment criteria for over 194 applicants annually, verifying documentation accuracy and administering waivers with a 100% accuracy rate, maintaining an exemplary standard of quality control in applicant processing. This diligence resulted in a 100% reduction in processing errors year-over-year.
- Developed and led a comprehensive training program for 6 quality assurance professionals in contract negotiations, achieving a reduced time in processing by 25%. Demonstrated exceptional ability in securing favorable terms, achieving consensus, and navigating complex agreements, enhancing our team's strategic negotiation capabilities by 50%.

### **Talent Acquisition Specialist**

- Surpassed talent acquisition goals by achieving a 103% success rate in recruiting exceptionally qualified candidates, showing strategic acumen and a dedicated approach in candidate acquisition within the military domain.

## **Education**

**Master of Arts: Human Resources Management, expected completion June 2024; 4.0 GPA**

American Public University System

**Bachelor of Arts: Marketing, Graduated Magna Cum Laude**

American Public University System

**Veterans Affairs Commission**

**Applicant Package - Ward V**

Veterans Affairs Commission - Ward V

**Term** 01 Jul 2023 - 30 Jun 2026

**Positions Available** 4

**Number of applicants in this package** 1

- Davila, Frank

Received: 03/14/2024  
Ward IV Resident & Registered Voter  
Arapahoe County  
Vetted on 3/15/2024

A handwritten signature in black ink, appearing to read "Frank Davila". The signature is written in a cursive style with a large, sweeping initial "F".

**Name:** Davila, Frank

**Address:** [REDACTED]

**Email:** [REDACTED]

**Board Name:** Veterans Affairs Commission

**Date of Birth:**

[REDACTED]

**Home Phone Number:**

[REDACTED]

**Work Phone Number:**

Same

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

24 years

**Are you registered to vote? :**

Yes

**Years of Education Completed:**

Post-graduate

**Degree(s) Received:**

PhD

**College(s) Attended:**

University of North Texas, Denton, TX (Bachelors and Masters) University of Colorado Denver, Denver, CO (Doctorate)

**Employer Name:**

REtired

**Employer Address:**

N/A

**Current Position:**

N/A

**Years with Current Employer:**

N/A

**Work Experience:**

Public School Administrator

**Certification(s):**

Administrative Certification

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

Volunteer in Mile High Veterans as Honor Guard member Board of Directors of Colorado Alliance of Latin Mentors and Authors (CALMA) University of Colorado Scholarship Committee

**List your interests and activities.:**

Mentoring, Advocate for Leadership opportunities for leaders of color, Writing, Reading, Guitar, Cooking

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

No

**If yes, enter the board name and position:**

N/A

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

No

**Why do you desire this appointment?:**

Continue to support military veterans

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

Am flexible

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

No

**If yes, please explain:**

N/A

**Reference 1: Full Name, Phone Number and Address:**

John De La Garza, [REDACTED]

**Reference 2: Full Name, Phone Number and Address:**

Ernesto Torres, [REDACTED]

**Reference 3: Full Name, Phone Number and Address:**

Robert Quiñónez, [REDACTED]

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

Word of Mouth

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

Yes

**Time of Submission:** 03/14/24 7:09:16 PM

**Attachments**

- Untitled document.pdf



THIS IS AN IMPORTANT RECORD  
SAFEGUARD IT.

PERSONAL DATA	1. LAST NAME-FIRST NAME-MIDDLE NAME <b>DAVILA, FRANCISCO SALAS JR</b>		2. SERVICE NUMBER		3. SOCIAL SECURITY NUMBER			
	4. DEPARTMENT, COMPONENT AND BRANCH OR CLASS <b>ARMY USAR SIGC</b>			5a. GRADE, RATE OR RANK <b>1LT (See 30)</b>	6. PAY GRADE <b>0-2</b>	6. DATE OF RANK		
	7. U. S. CITIZEN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		8. PLACE OF BIRTH (City and State or Country) <b>Marlin, Texas</b>		9. DATE OF BIRTH			
SELECTIVE SERVICE DATA	10a. SELECTIVE SERVICE NUMBER		8. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, COUNTY, STATE AND ZIP CODE <b>LB # 042 Marlin, Texas 76661</b>			c. DATE INDUCTED		
						DAY MONTH YEAR <b>NA</b>		
TRANSFER OR DISCHARGE DATA	11a. TYPE OF TRANSFER OR DISCHARGE <b>Relieved from active duty</b>			b. STATION OR INSTALLATION AT WHICH EFFECTED <b>Fort Hood, Texas</b>				
	c. REASON AND AUTHORITY <b>Sec XIV Ch 3 AR 635-100 SPN 611 &amp; DA Msg 161855Z Aug 71 ZEX Expiration of AD commitment-Vol Serv on Active Duty</b>			d. EFFECTIVE DATE	e. DATE OF ENTRY			
	12. LAST DUTY ASSIGNMENT AND MAJOR COMMAND <b>HHD 142d Sig Bn 2d AD Fort Hood, Texas Fifth US Army</b>			13a. CHARACTER OF SERVICE <b>HONORABLE</b>		b. TYPE OF CERTIFICATE ISSUED <b>NA</b>		
	14. DISTRICT, AREA, COMMAND OR CORPS TO WHICH RESERVIST TRANSFERRED <b>USAR Control Group (Annual Training) USARPAC St Louis MO 63132</b>			15. REENLISTMENT CODE <b>NA</b>				
	16. TERMINAL DATE OF RESERVE/UMTS OBLIGATION		17. CURRENT ACTIVE SERVICE OTHER THAN BY INDUCTION		f. TERM OF SERVICE (Years)		g. DATE OF ENTRY	
DAY MONTH YEAR <b>14 May 76</b>		e. SOURCE OF ENTRY <input type="checkbox"/> ENLISTED (First Enlistment) <input type="checkbox"/> ENLISTED (Prior Service) <input type="checkbox"/> REENLISTED <input checked="" type="checkbox"/> OTHER <b>Commissioned</b>		NA		DAY MONTH YEAR <b>15 May 70</b>		
SERVICE DATA	18. PRIOR REGULAR ENLISTMENTS		19. GRADE, RATE OR RANK AT TIME OF ENTRY INTO CURRENT ACTIVE SVC <b>NA Second Lieutenant</b>		20. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City and State) <b>Fort Benning, Georgia</b>			
	21. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Street, RFD, City, County, State and ZIP Code) <b>1903 Northrup Drive Midland (Midland) Texas 79701</b>		22. STATEMENT OF SERVICE					
	23a. SPECIALTY NUMBER & TITLE <b>1010 Combat Signal Unit Comd</b>		b. RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER <b>003.081 Electrical Engineer</b>		c. FOREIGN AND/OR SEA SERVICE			
					e. FOREIGN AND/OR SEA SERVICE			
					f. FOREIGN AND/OR SEA SERVICE			
					g. FOREIGN AND/OR SEA SERVICE			
VA AND EMP. SERVICE DATA	26a. NON-PAY PERIODS TIME LOST (Preceding Two Years) <b>None</b>		b. DAYS ACCRUED LEAVE PAID <b>14</b>		27a. INSURANCE IN FORCE (NSLI or USGLI) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		d. MONTH ALLOTMENT DISCONTINUED <b>NA</b>	
			28. VA CLAIM NUMBER <b>C NA</b>		29. SERVICEMEN'S GROUP LIFE INSURANCE COVERAGE <input checked="" type="checkbox"/> \$15,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$5,000 <input type="checkbox"/> NONE			
REMARKS	30. REMARKS <b>4 Years College: BS-Secondary Ed Blood Group: A Positive Item 5a: Temporary First Lieutenant AUS aptd 15May71 Permanent Second Lieutenant USAR aptd 15May70</b>							
	31. PERMANENT ADDRESS FOR MAILING PURPOSES AFTER TRANSFER OR DISCHARGE				32. SIGNATURE OF PERSON BEING TRANSFERRED OR DISCHARGED <i>Francisco Salas Davila Jr</i>			
AUTHENTICATION	33. TYPED NAME, GRADE AND TITLE OF AUTHORIZING OFFICER <b>JOAN M. RANSOM, 2LT, WAC, Act Asst AG</b>				34. SIGNATURE OF OFFICER AUTHORIZED TO SIGN <i>Joan M Ransom</i>			

DD FORM 214  
1 JUL 70

PREVIOUS EDITION OF THIS FORM IS TO BE USED.

ARMED FORCES OF THE UNITED STATES  
REPORT OF TRANSFER OR DISCHARGE

1

**Veterans Affairs Commission**

**Applicant Package - At Large**

Veterans Affairs Commission - At Large

**Term** 01 Jul 2023 - 30 Jun 2026

**Positions Available** 4

**Number of applicants in this package** 1

- Covey, Tina

Received: 04/09/2024

Ward III Resident & Registered Voter

Arapahoe County

Vetted on 03/09/2024



**Name:** Covey, Tina

**Address:** [REDACTED]

**Email:** [REDACTED]

**Board Name:** Veterans Affairs Commission

**Date of Birth:**

[REDACTED]

**Home Phone Number:**

[REDACTED]

**Work Phone Number:**

[REDACTED]

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

20 Years

**Are you registered to vote? :**

Yes

**Years of Education Completed:**

20

**Degree(s) Received:**

B.A; Global Studies M.A; Int'l Security - Intelligence Concentration

**College(s) Attended:**

University of Denver, University College, Josef Korbel School of Int'l Studies

**Employer Name:**

N/A

**Employer Address:**

N/A

**Current Position:**

N/A

**Years with Current Employer:**

N/A

**Work Experience:**

12+ years duty U.S Navy, Cryptologic Technician, & Intelligence Analyst; 5+ Years Raytheon, Corp., Operations Specialist, Level 1 & Level 2; 9 Months Argus Event Staffing

**Certification(s):**

Washington Int'l Diplomatic Academy (WIDA) Summer Academy Graduate; Six Sigma Certification

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

I am a member of DAV Chapter 21; VFW Post 1; Denver Council on Foreign Relations; Red Hats Society; Denver Chapter Polka Dot Powerhouse; Association of Old Crows; Association of Continuity Professionals; Colorado Emergency Preparedness Partnership; and Team Rubicon. I volunteer at the Colorado State Veteran's Home at Fitzsimons; I have previously served on my HOA Board as President, and continue to be an actively engaged homeowner. I previously volunteered for 9 months at Rocky Mountain Regional VA Medical Center in the Emergency Management Department. This year I am looking forward to supporting the upcoming Team Rubicon in-state operations. In the near-to-mid-term future I am starting a veteran non-profit to support Colorado veterans through communication, connectivity, and advocacy.

**List your interests and activities.:**

I am PADI Certified as an Advanced Open Water Scuba Diver; I take part in VA Recreation Therapy events; I am a beginning entrepreneur with several current projects; I am applying soon to Federal reemployment as a Targeting Analyst. I enjoy hiking, travel, exercise, project management, interior design, reading, guitar, event planning, entertaining, music, cooking, pets, history, archaeology, languages, cinema, documentaries, and volunteering.

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

No

**If yes, enter the board name and position:**

N/A

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

No

**Why do you desire this appointment?:**

I care deeply about veteran issues. I have been a patient of the Denver VA healthcare system for the last 18 years. I am also a 100% rated service-connected disabled veteran. And I have fully used my Post 9/11 GI Bill benefits. I fully understand and am a strong advocate for all veteran rights and benefits. I want to serve my fellow veterans however I am able. I am extremely good at research, critical thinking, written and oral communication, organizing, and problem solving; I am a born project manager. I am also an excellent forward thinker who can predict the next challenges and prevent or mitigate them before they occur. I would like to be part of the solutions to existing veteran problems, and believe I am a suitable candidate for serving the Aurora veteran community.

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

I would be available to my fellow Commission-members and my duties as the position requires.

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

No

**If yes, please explain:**

N/A

**Reference 1: Full Name, Phone Number and Address:**

Lavade Lanier



**Reference 2: Full Name, Phone Number and Address:**

Paul Knoblock



**Reference 3: Full Name, Phone Number and Address:**

Ilya Gouts



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

Other

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

Enter

**Time of Submission:** 04/09/24 3:04:21 PM

## Attachments

- DD214.pdf

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) COVEY, TINA, MARIE		2. DEPARTMENT, COMPONENT AND BRANCH NAVY-USN		3. SOCIAL SECURITY NUMBER [REDACTED]				
4a. GRADE, RATE OR RANK [REDACTED]	b. PAY GRADE [REDACTED]	5. DATE OF BIRTH (YYYYMMDD) [REDACTED]	6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) N/A					
7a. PLACE OF ENTRY INTO ACTIVE DUTY [REDACTED]		b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) [REDACTED]						
8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND [REDACTED]			b. STATION WHERE SEPARATED [REDACTED]					
9. COMMAND TO WHICH TRANSFERRED [REDACTED]			10. SGLI COVERAGE AMOUNT: [REDACTED]		NONE			
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 9102 - CRYPTOLOGIC TECHNICIAN (5YRS/1MOS) 8201 - NAVAL AIR CREW (11YRS/8MOS) [REDACTED]		12. RECORD OF SERVICE			YEAR(S)	MONTH(S)	DAY(S)	
		a. DATE ENTERED AD THIS PERIOD			[REDACTED]			
		b. SEPARATION DATE THIS PERIOD			[REDACTED]			
		c. NET ACTIVE SERVICE THIS PERIOD			[REDACTED]			
		d. TOTAL PRIOR ACTIVE SERVICE			[REDACTED]			
		e. TOTAL PRIOR INACTIVE SERVICE			[REDACTED]			
		f. FOREIGN SERVICE			[REDACTED]			
		g. SEA SERVICE			[REDACTED]			
		h. EFFECTIVE DATE OF PAY GRADE			[REDACTED]			
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED [REDACTED]			14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) [REDACTED]					
15a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM				YES	<input checked="" type="checkbox"/>	NO		
b. HIGH SCHOOL GRADUATE OR EQUIVALENT				<input checked="" type="checkbox"/>	YES	NO		
16. DAYS ACCRUED LEAVE PAID	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION			YES	<input checked="" type="checkbox"/>	NO		
18. REMARKS [REDACTED]								
19a. MAILING ADDRESS AFTER SEPARATION (Include ZIP Code) [REDACTED]			b. NEAREST RELATIVE (Name and address - include ZIP Code) [REDACTED]					
20. MEMBER REQUESTS COPY 6 BE SENT TO		CO		DIRECTOR OF VETERANS AFFAIRS		<input checked="" type="checkbox"/>	YES	NO
21. SIGNATURE OF MEMBER BEING SEPARATED <i>Tina M. Covey</i>			22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title and signature) C. E. PENAROLAS, PS1(SW), ADMINLPO BYDIRCO					
SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)								
23. TYPE OF SEPARATION DISCHARGED			24. CHARACTER OF SERVICE (include upgrades) HONORABLE					
25. SEPARATION AUTHORITY [REDACTED]		26. SEPARATION CODE [REDACTED]		27. REENTRY CODE [REDACTED]				
28. NARRATIVE REASON FOR SEPARATION [REDACTED]								
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) [REDACTED]					30. MEMBER REQUESTS COPY 4 (Initials) <i>MC</i>			

*CE Penarolas*



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Consideration to Appoint One (1) Member and Reappoint Two (2) Members to the Metro Water Recovery District Board
<b>Item Initiator:</b> Greg Baker, Deputy Director of Internal and External Relations, Aurora Water
<b>Staff Source/Legal Source:</b> Greg Baker, Deputy Director of Internal and External Relations, Aurora Water/ Ian Best, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

### COUNCIL MEETING DATES:

**Study Session:** 5/6/2024

**Regular Meeting:** 5/20/2024

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

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

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

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

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

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Water Policy

**Policy Committee Date:** 4/17/2024



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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval   | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Minutes Not Available       |
| <input checked="" type="checkbox"/> Minutes Attached      |  |

---

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

The City Council previously appointed Bob LeGare and James DeHerrera were also previously appointed to two (2) year terms (expiring June 2024). Marena Lertch was also appointed to a two (2) year term (expiring June 2025) Greg Baker, JoAnn Giddings and Nadine Caldwell, were reappointed to two (2) year terms (expiring June 2025).

On April 17, 2024, the Water Policy Committee supported moving the appointment of one (1) member and the reappointment of two (2) members to the Metro Water Recovery Board of Directors forward to Study Session.

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

There are currently 6 Aurora representatives on the Metro Water Recovery (formerly Metropolitan Wastewater Reclamation District) Board with staggered terms. Per State statute (C.R.S. § 32-4-509), directors are required to be appointed from the member municipality for a two-year term (appointments are made by the City Council; openings are not publicly advertised.) Metro Water Recovery (Metro) is currently governed by a 39-member Board of Directors comprising representatives from each of the Member Municipalities of the District. The number of representatives for each member municipality is based on its population. Each Member Municipality is allowed one Director for every 75,000 of population or fraction thereof. **Based on Aurora's growing population, an additional Director position was added for Aurora in 2021.**

On June 30, 2024, two of the six **City of Aurora Metro Board Directors' terms will expire** and one Metro Board Director is resigning. Directors with expiring terms are; Bob LeGare and James DeHerrera. Bob LeGare and James DeHerrera were appointed in 2022 for a two-year term expiring in June of 2024 and are seeking reappointment. Jo Ann Giddings was appointed in June 2023 for a two-year term but will be resigning as a director beginning June 30, 2024. Member select Bob Roth could complete Jo Ann Giddings term through June 2025. Greg Baker, Nadine Caldwell and Marena Lertch were appointed in 2023 for a two-year term which will expire in June 2025.

Aurora Water currently maintains a balanced representation on the board which consists of:

- Three members with specific industry expertise representing Aurora on the Board. The technical expertise in the wastewater industry allows for the evaluation of items brought to the Board based on knowledge of finance, regulations, operations, system design and process, and communication. Aurora Board staff members are Greg Baker, James DeHerrera and Marena Lertch.
- Three former Aurora Council members will more broadly represent Aurora on the Board. As Directors, they understand government processes including policy governance on items introduced to the Board, impacts of budgets and appropriations, representation of Aurora constituents, and overall function of a board or municipal organization. Nadine Caldwell, Bob LeGare and member select Bob Roth fulfill this function.

Board members continue to help guide Metro through a multiyear, multimillion-dollar capital improvement program which includes rehabilitation of the Robert Hite Plant and several infrastructure rehabilitation efforts. In addition, Aurora Board members are working diligently to keep annual rate increases at acceptable levels while Metro undertakes this intense capital project schedule. Jo Ann Giddings is currently serving as the Board Treasurer, which will be fulfilled by another board member upon her resignation. Bob LeGare is the Vice Chair on the Strategic Plan review. All Directors play a valuable role in representing the City of Aurora in maintaining sound financial and operating policies of Metro.

Aurora Water requests that the Water Policy Committee support the reappointment of staff member James DeHerrera and former Council Member Bob LeGare and appoint former Council Member Bob Roth for the reasons listed above.

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**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

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**QUESTIONS FOR COUNCIL**

Does Council support moving the appointment of one (1) member and the reappointment of two (2) members to the Metro Water Recovery Board of Directors forward to the May 20, 2024 Council Meeting?

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**LEGAL COMMENTS**

The members of the Metro Water Recovery Board shall be appointed with the approval of the governing bodies of each participating municipality. The number of representatives for each member municipality is based on its population and each member municipality is allowed one member of the board for every 75,000 of population or fraction thereof. (C.R.S. 32-4-509(2)(a)) (Best)

Date: 4/11/24

City of Aurora
APPLICATION FOR APPOINTMENT
PLEASE TYPE OR PRINT CLEARLY

Ward No. 5

Application kept for One Year. May Attach Resume.

Board/Commission Applying For: Metro Water Recovery
Are you currently a member on this Board/Commission and requesting reappointment? [ ] Yes [X] No

PERSONAL INFORMATION:

Name: Bob Roth
Home: [Redacted] Zip: 80015
How long in Aurora: 27 years
Registered to Vote: yes
Work Phone: Same

EDUCATION: \*\*Required to verify voter registration

Yrs. Completed: 14 Degree(s): None
Colleges: Los Angeles Baptist College

EMPLOYMENT:

Employer Name/Address: Self Employed Position: Contract Employee How long? 6 months
Work Experience: 35 years Commercial Construction Certifications: RE License, LEED AP

COMMUNITY INVOLVEMENT:

9 years on City Council, AEDC, DPCOG, CML
DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? [X] Yes [ ] No
If yes, what position: CABAC, Planning & Zoning

CONFLICT OF INTEREST:

DO YOU HAVE ANY CONFLICTS OF INTEREST THAT SHOULD BE DISCLOSED? [ ] Yes [X] No
If yes, please explain:

INTERESTS/ACTIVITIES:

Camping, Fishing, Policy, Community Engagement, Sports
WHY DO YOU DESIRE THIS APPOINTMENT?

I was previously on this board, and with the new opening
How much time do you anticipate being able to spend on this appointment each month?
I know the time commitment and will meet, I want to get on

PLEASE GIVE THREE REFERENCES:

Table with 3 columns: Name, Address, Phone. References: Francisco Bergan, Marshall Brown, Jason Batchelor.

I certify that the foregoing information is true and correct.

Robert C Roth
(Volunteer's name printed)

[Signature]
(Volunteer's signature)

4/11/24
(Date)

## APPOINTMENT

I, \_\_\_\_\_, Mayor of the City of Aurora, by virtue of the authority vested in me by law, do hereby appoint Bob Roth as the City of Aurora representative on the Board of Directors of the Metro Water Recovery District, to serve a term of two years, beginning July 1, 2024, and ending June 30, 2025, in accordance with the laws of the State of Colorado and Bylaws of the Metro Water Recovery District.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Mike Coffman, Mayor

**CITY COUNCIL APPROVAL OF APPOINTMENT**

It was moved by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, that the City Council appointment of Bob Roth residing at Aurora, Colorado to serve a term of two years expiring on June 30, 2025, as the City of Aurora representative on the Board of Directors of the Metro Wastewater Reclamation District be and the same is approved.

The motion carried unanimously.

STATE OF COLORADO )  
 ) ss  
COUNTY OF ARAPAHOE )

I, City Clerk of the City of Aurora, do hereby certify that the Mayor of the City of Aurora appointed Bob Roth as said City’s representative on the Board of Directors of the Metro Wastewater Reclamation District and that the foregoing “Appointment” is an excerpt from the minutes of the regular meeting of the Aurora City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and I further certify that the foregoing motion approving said appointment was passed by the City Council at the same meeting; that said motion approval is part of the official minutes of said meeting; and that quorum was present at all times during the meeting.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Kadee Rodriguez, City Clerk

(Seal)

Date:

03/04/2024

City of Aurora
APPLICATION FOR APPOINTMENT
PLEASE TYPE OR PRINT CLEARLY

Ward No.

VI

Application kept for One Year. May Attach Resume.

Board/Commission Applying For:

Metro Water Recovery Board of Directors

Are you currently a member on this Board/Commission and requesting reappointment? [X] Yes [ ] No

PERSONAL INFORMATION:

Name: JAMES DEHERRERA; How long in Aurora: 10.5 years; Home Address: [Redacted]; Zip: [Redacted]; Registered to Vote: Yes; e-mail address: jldeherr@auroragov.org; \*\*Date of Birth: [Redacted]; Home Phone: [Redacted]; Work Phone: 303-739-7296

EDUCATION:

\*\*Required to verify voter registration

Yrs. Completed: 6; Degree(s): Bachelor of Science (Civil Engineering), Masters in Management Practice; Colleges: Colorado State University

EMPLOYMENT:

Employer Name/Address: City of Aurora/Aurora Water 15151 E. Alameda Pkwy; Position: Planning Services Mgr.; How long?: 10.5 years; Work Experience: Engineer I, II, Project Engineer I, II; Certifications: Professional Engineer

COMMUNITY INVOLVEMENT:

N/A; DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? [ ] Yes [X] No; If yes, what position: N/A

CONFLICT OF INTEREST:

DO YOU HAVE ANY CONFLICTS OF INTEREST THAT SHOULD BE DISCLOSED? [ ] Yes [X] No; If yes, please explain: N/A

INTERESTS/ACTIVITIES:

Technology and engineering processes, personal & leadership development, mentoring, learning, teaching

WHY DO YOU DESIRE THIS APPOINTMENT?

I believe my background and experience will provide a unique perspective to MWR's Board of Directors. My goal is to help guide the direction of the organization while considering the region's health and the environment. As needed, anticipated at ~10 hrs/month.

PLEASE GIVE THREE REFERENCES:

Three references provided: Sarah Young, Swirvine Nyirenda, and Nina Khanzadeh, all with addresses at 26791 E. Quincy Avenue.

I certify that the foregoing information is true and correct.

James DeHerrera (Volunteer's name printed)

James DeHerrera (Volunteer's signature)

03/04/2024 (Date)

<b>How did you hear about us:</b> <input type="checkbox"/> Newspaper: _____ <input type="checkbox"/> News Aurora (water bill newsletter) <input type="checkbox"/> Channel 8 <input checked="" type="checkbox"/> Word of Mouth <input type="checkbox"/> Other: _____	
--	--

**FOR OFFICE USE ONLY:**

Date Received: _____ Excel Entry Date: _____ Initials: _____	Registered Voter:                    ___ Yes ___ No    ___ N/A        County: _____ As of: _____                    Volunteer Agreement Signed?: ___ Yes ___ No Incumbent? ___    Renewal Letter Attached? ___    New Volunteer Agreement? ___
--	--

Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Interviewed:	Comments:	Appointed?
Date Postcard Sent:	Response:	
Date Postcard Sent:	Response:	

## APPOINTMENT

I, \_\_\_\_\_, Mayor of the City of Aurora, by virtue of the authority vested in me by law, do hereby appoint James DeHerrera as the City of Aurora representative on the Board of Directors of the Metro Water Recovery District, to serve a term of two years, beginning July 1, 2024, and ending June 30, 2026, in accordance with the laws of the State of Colorado and Bylaws of the Metro Water Recovery District.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Mike Coffman, Mayor







<b>How did you hear about us:</b> <input type="checkbox"/> Newspaper: _____ <input type="checkbox"/> News Aurora (water bill newsletter) <input type="checkbox"/> Channel 8 <input type="checkbox"/> Word of Mouth <input checked="" type="checkbox"/> Other: <u>  x  </u>	
---	--

***FOR OFFICE USE ONLY:***

<b>Date Received:</b> _____ <b>Excel Entry Date:</b> _____ <b>Initials:</b> _____	<b>Registered Voter:</b> ___ Yes ___ No    ___ N/A <b>County:</b> <b>As of:</b> _____ <b>Volunteer Agreement Signed?:</b> ___ Yes ___ No <b>Incumbent?</b> ___ <b>Renewal Letter Attached?</b> ___ <b>New Volunteer Agreement?</b> ___
---	--

<b>Date Interviewed:</b>	<b>Comments:</b>	<b>Appointed?</b>
<b>Date Interviewed:</b>	<b>Comments:</b>	<b>Appointed?</b>
<b>Date Interviewed:</b>	<b>Comments:</b>	<b>Appointed?</b>
<b>Date Postcard Sent:</b>	<b>Response:</b>	
<b>Date Postcard Sent:</b>	<b>Response:</b>	

## APPOINTMENT

I, \_\_\_\_\_, Mayor of the City of Aurora, by virtue of the authority vested in me by law, do hereby appoint Bob LeGare as the City of Aurora representative on the Board of Directors of the Metro Water Recovery District, to serve a term of two years, beginning July 1, 2024, and ending June 30, 2026, in accordance with the laws of the State of Colorado and Bylaws of the Metro Water Recovery District.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Mike Coffman, Mayor

## CITY COUNCIL APPROVAL OF APPOINTMENT

It was moved by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, that the City Council appointment of Bob LeGare residing at Aurora, Colorado to serve a term of two years expiring on June 30, 2026, as the City of Aurora representative on the Board of Directors of the Metro Wastewater Reclamation District be and the same is approved.

The motion carried unanimously.

STATE OF COLORADO    )  
  ) ss  
COUNTY OF ARAPAHOE )

I, City Clerk of the City of Aurora, do hereby certify that the Mayor of the City of Aurora appointed \_\_\_\_\_ as said City’s representative on the Board of Directors of the Metro Wastewater Reclamation District and that the foregoing “Appointment” is an excerpt from the minutes of the regular meeting of the Aurora City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and I further certify that the foregoing motion approving said appointment was passed by the City Council at the same meeting; that said motion approval is part of the official minutes of said meeting; and that quorum was present at all times during the meeting.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Kadee Rodriguez, City Clerk

(Seal)



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Consideration of Oil and Gas Lease Agreement
<b>Item Initiator:</b> Jeffrey Moore Manager of Oil and Gas Division, Planning and Business Development
<b>Staff Source/Legal Source:</b> Jeffrey Moore Manager of Oil and Gas Division; David Scott, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 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:** 5/20/2024

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

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

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

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

Oil and Gas Lease

R2024- \_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH GMT EXPLORATION COMPANY, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING 2.193 ACRES

Jeffrey Moore, Manager of Oil and Gas, Planning and Business Development / David Scott, Assistant City Attorney

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

- Approve Item and Move Forward to Study Session  Approve Item 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.*

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**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"/> Minutes Not Available       |
| <input type="checkbox"/> Minutes Attached                 |  |

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**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.)

Presented at Executive Session 5/6/24 – approved to move to regular session.

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

Mineral lease award to GMT Exploration; summary memo attached.

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**FISCAL IMPACT**

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

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Revenue Impact | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact           | <input type="checkbox"/> 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.)

The revenue impact is positive – bonus payment and royalty payments. See attached memo for additional detail.

**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

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**QUESTIONS FOR COUNCIL**

Does the Council wish to approve the Resolution authorizing the award of a mineral lease to GMT?

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**LEGAL COMMENTS**

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

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To: Mayor Mike Coffman and City Councilmembers

Through: Jason Batchelor, City Manager  
Laura Perry, Deputy City Manager  
Jeannine Rustad, Director of Planning & Business Development  
Daniel Brotzman, City Attorney  
Dave Scott, Assistant City Attorney

From: Jeffrey S. Moore, Manager Energy & Environment Division  
Hector Reynoso, Real Property Services Manager

Date: April 8, 2024

Subject: Oil, Gas, & Mineral Lease offer in T3S R65W Sec 30

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### Background

The City of Aurora (City), as an owner of mineral rights, has the right to extract minerals by drilling or by leasing mineral rights to a drilling company. Leasing involves negotiating terms for such things as bonus payments, production royalties, surface use (or non-use), and restoration. A bonus payment is a one-time payment based on a certain dollar amount per net mineral acre ("NMA"), which is paid upon signing a lease. Production royalties are dependent upon production, less expenses for production.

The area in which an oil company wants to drill is called a Unit, or Pool. Pooling is the consolidation and combining of leased land within adjoining leased tracts. It is used to assist in preventing waste due to the drilling of unnecessary wells. Oil, gas, or other minerals extracted from the pooled area are treated as if they come from the same well.

Force pooling, also known as Statutory Pooling, occurs when a non-consenting mineral rights owner is forced into a financial partnership with the Operator by the Colorado Energy & Carbon Management Commission (ECMC). Terms of Statutory Pooling are dictated by ECMC Rule 505 and Rule 506 and C.R.S. 34-60-116, and include penalties such as:

1. Inability to negotiate surface use;
2. Bonus payment may not be included;
3. A royalty is paid but penalties are deducted for reimbursement to consenting owners who pay for the drilling and operation of a well.
4. Mineral owner becomes a Nonconsenting Working Interest Owner in the well.

The City may be force-pooled if an amicable agreement is not reached.

Proposed Mineral Lease

The City owns the mineral rights to a total of approximately 2.193 acres located in Section 30, Township 3 South, Range 65 West (see Exhibit A attached). These minerals are located southeast of E-470 and 38<sup>th</sup> Avenue. GMT Exploration Company LLC (GMT) sent an unsolicited offer to lease these minerals from the City. As a result, City staff initiated the Mineral Leasing Program whereby highest and best offers are solicited from various companies in order to maximize revenues received from a particular mineral lease.

City staff solicited highest and best offers from (1) Western Midstream, (2) Peterson Energy Operating, (3) City and County of Denver, (4) Rocky Mountain Midstream(Williams), (5) Colorado Oil & Gas Association (COGA), (6) Great Western, (7) American Petroleum Institute (API), (8) Brian Macke (Property Reserve), (9) Verdad Resources, (10) True Oil LLC, (11) Civitas Resources, (12) Maverick Mineral Partners, (13) Caddo Minerals, and (14) Wayne Copeland (leasing agent).

The solicitation was open for thirty (30) days and was also advertised on the Energy & Environment Division webpage, and City social media accounts. Attached as Exhibit B is a table detailing the offer received. Only the offer from GMT was received prior to the deadline of February 26, 2024. The table below details staff’s recommendation regarding the highest and best offer:

<u>COMPANY</u>	<u>DESCRIPTION OF LAND</u>	<u>SECTION</u>	<u>TOWN</u> - <u>SHIP</u>	<u>RANGE</u>	<u>NMA</u>	<u>ROYALTY</u> %	<u>BONUS PAYMENT</u>
GMT Exploration Company	That portion of the NE/4NE/4 of Section 30, T3S, R65W, 6th P.M., more particularly described by metes and bounds in that Special Warranty Deed, dated December 1, 2005, recorded at Reception No. 2006000055890 on January 17, 2006.	30	3S	65W	2.0559	20.00%	\$2,000 per NMA

This lease prohibits surface use of land. A provision that prohibits surface use for a drill site, and any other surface activity, is included in Paragraph 18A of the lease.

GMT intends to access these minerals from the surface location called the Invicta Well Site to be drilled in late 2024, and located approximately 1.5 miles to the east of the lease parcel in the area known as the Aurora Technology & Energy Corridor (ATEC).

Lease Terms negotiated as follows:

- Bonus payment of \$2,000.00 per NMA
- Twenty percent (20.00%) Royalty for oil and/or natural gas
- Three (3) year primary term with an option to renew for two (2) years if operations are not commenced within the primary term

### Alternative

City Council could choose not to enter into a mineral lease, however, GMT has provided evidence that it has achieved leasing of more than 45% of the acres within the Drilling and Spacing Unit. As such, if the City does not sign a lease, it will deem the City a “nonconsenting party” as part of the pooling process. The City’s minerals will then be pooled in accordance with Colorado statute. As a nonconsenting party, the City will be unable to participate as an owner in the drilling of the well, but will become a Nonconsenting Working Interest Owner (financial partner) in the well after a 200% standout penalty. Penalties include:

- No upfront bonus payment
- Nonconsenting owner receives 16% of their proportionate profit until the operator recovers:
  - a) 200% of the costs of staking, well site preparation, rights-of-way, rigging up, drilling, reworking, deepening or plugging back, testing and completing the well, and 200% of the cost of equipment in the well, including well head connections.
  - b) 100% of the non-consenting owners’ share of the cost of surface equipment beyond the well head connections (for example, tanks, separators, treaters, pumps, pipe), until the participating owners have recouped those costs
  - c) 100% of the non-consenting owners’ share of well operating costs, until the participating owners have recouped those costs.
- Owner is subject to pay its proportionate share of all future costs of operating well.

Further, state law prohibits local governments from entering into multi-year funding obligations, and therefore, the City is unable legally to become a Working Interest Owner (through elective partnership), or a Non-Consenting Working Interest (through forced pooling) because those would require multi-year funding whose total is unknowable at the beginning.

### Location of Drill Rig

The subject lease is for mineral rights only, not surface use. The drill site is located 1.5 miles east of the mineral parcel.

### RECOMMENDATION:

The Energy & Environment Division and Real Property Services recommend accepting this lease. GMT will sign the lease, and provide a check for the upfront lease bonus payment of \$4,111.80, representing \$2,000 per acre on 2.0559 net mineral acres.

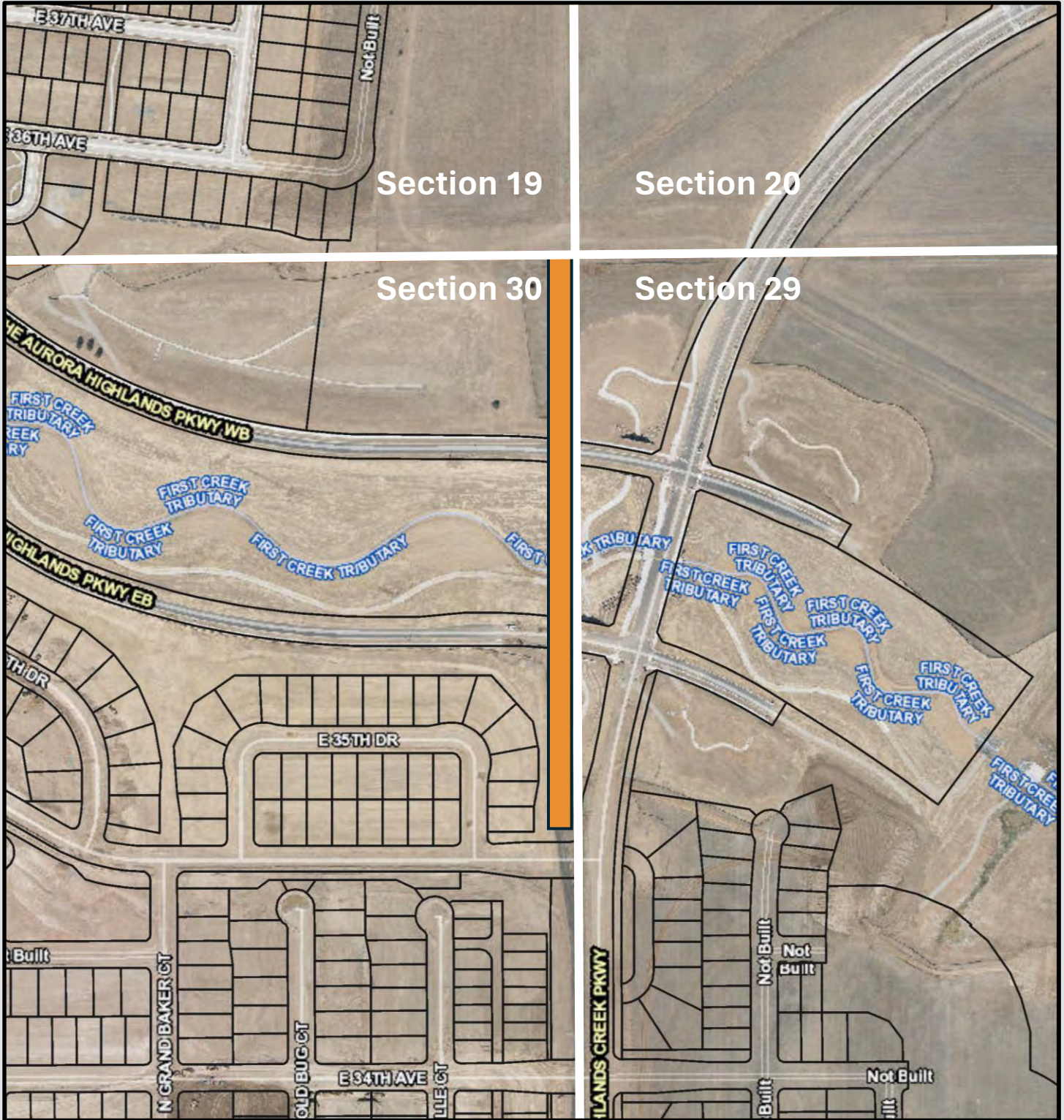
### Question for Council:

Does City Council agree with the above-mentioned mineral lease and terms negotiated with GMT?

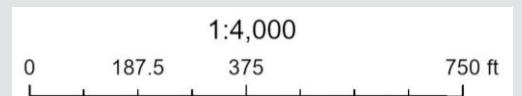
### Attachments:

Exhibit A – Map of Leased Lands  
Paid-up Oil, Gas, & Mineral Lease


# EXHIBIT A: PROPOSED LEASE MAP



Township: 3S  
 Range: 65W  
 Section: 30 NE/4



This map is a graphic representation and is only to be used as a visual aid.

 City parcel for lease

# City of Aurora, Colorado



City Council 5/20/2024

Oil & Gas Lease with GMT Exploration

T3S – R65W – Section 30



Jeffrey S. Moore, P.G.  
Manager  
Energy & Environment Division

*We steward access to the natural resources under our authority with integrity and respect for our people, businesses, and the environment.*

# Proposed Lease Parcel

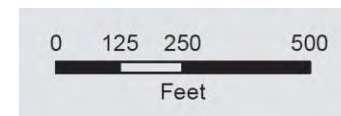
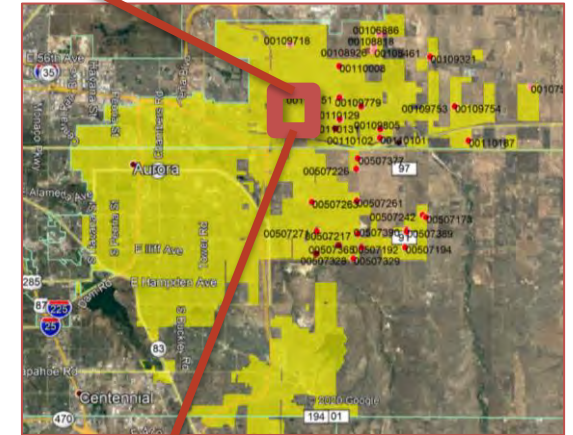
Township: 3 South  
Range: 65 West  
Section: 30

Ward II

Southwest of Aurora  
Highlands Pkwy and  
38<sup>th</sup> Ave



2.0559  
net mineral  
acres



# Drilling & Spacing Unit (DSU)



- 1,920 acres (3 sections)
- Invicta Well Site (7 wells) – approved by Aurora
- GMT has already leased >45% of the minerals within the DSU



DSU



Aurora  
Mineral  
Parcel

# Actions Taken

- Received unsolicited offer from GMT Exploration
- Initiated a 30-day competitive bid process
- Proactively emailed 12 Operators active in Adams/Arapahoe Counties, and 2 industry groups
- Posted on O&G Division webpage and Aurora social media
- No other bids received by deadline of 2/26/2024
- GMT Exploration is the winning bid
  - \$2,000/acre (upfront bonus)
  - 20% royalty on production
  - 3-year primary term





# Options

- Accept offer, sign lease, deposit check
  - \$4,111 lease bonus (check in hand)
  - 20% Royalty from first production
  - Estimated \$10,000 royalty per well \* 7 wells (20-30 years with 70% in first 4 years)
  - No surface access or occupancy
- Reject offer and be force-pooled
  - Operator has achieved 45% leasing of DSU
  - Parcel will be force-pooled per ECMC regulations
  - \$0 lease bonus
  - Become Non-Consenting Working Interest Owner (financial partner) in well after 200% standout penalty, per state statute
  - No ability to restrict surface access
  - Potential issue for local governmental entities because of TABOR and unfunded liabilities



~ \$74,000



 Thank you!



Jeffrey S. Moore, P.G.  
Manager  
Energy & Environment Division

*We steward access to the natural resources under our authority with integrity and respect for our people, businesses, and the environment.*

## PAID-UP OIL, GAS, & MINERAL LEASE

**THIS LEASE AGREEMENT** is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2024, between City of Aurora, Colorado, a municipal corporation, as Lessor (whether one or more), whose address is 15151 East Alameda Parkway, 5<sup>th</sup> Floor, Aurora, Colorado 80012, and GMT Exploration Company LLC, a Delaware limited liability company as Lessee, whose address is 4949 S Niagara Street, Suite 250, Denver, Colorado 80237.

1. **Description.** Lessor, in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, geophysically or by other means (whether now known or not), developing, producing and marketing oil and gas of any nature or kind, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including Sulphur, helium, carbon dioxide, nitrogen and other commercial gases as well as hydrocarbon gases (collectively referred to herein as "covered minerals"), and marketing or rendering more marketable or more valuable the covered minerals, including laying pipelines for gathering and/or transportation, subject to the Aurora Oil & Gas Manual, and construction of treating, separating, dehydration, processing or other facilities and, the following described land together with any reversionary rights, riparian rights and after acquired interest therein (the "leased premises") in Adams County, Colorado, to-wit:

### **TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6th P.M.**

Section 30: That portion of the NE/4NE/4 of Section 30, T3S, R65W, 6th P.M., more particularly described by metes and bounds in that Special Warranty Deed, dated December 1, 2005, recorded at Reception No. 2006000055890 on January 17, 2006.  
Containing **2.193 gross** acres, more or less

See Exhibit "A" attached hereto and incorporated herein by this reference.

This Lease also covers all property acquired by prescription, accretions, and any small strips or parcels of land now or hereafter acquired or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, said land shall be deemed to be comprised of 2.193 gross mineral acres, whether it actually comprises more or less.

2. **Term of Lease.** This Lease shall be in force for a primary term of **three (3) years** from the effective date of this Lease, and for as long thereafter as either: (a) any covered minerals are being produced from the leased premises or from lands pooled, unitized or otherwise combined therewith; or (b) Operations, as hereinafter defined, are being conducted upon the leased premises or from lands pooled, unitized or otherwise combined therewith with no cessation of more than ninety (90) consecutive days; or (c) this Lease is otherwise maintained in effect pursuant to the provisions hereof. This Lease is a "paid-up" Lease requiring no rentals be paid to Lessor. Further, no shut-in royalty payments are required during the primary term.

3. **Royalty Payment.** Royalties on covered minerals produced and saved from the leased premises and used on the leased premises or lands pooled or unitized therewith or sold (whether to an affiliated or non-affiliated purchaser), shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons, the royalty shall be **Twenty percent (20%)** of the market value at the mouth of the well of such production. (b) For natural gas of any nature or kind (including casinghead gas) and all other covered minerals (including liquid hydrocarbons suspended in gas that are not separated at the primary separation facilities), the royalty shall be **Twenty percent (20%)** of the market value at the mouth of the well of such production. (c) In calculating royalties on all production hereunder, Lessee may deduct Lessor's proportionate part of any taxes such as advalorem, production, severance, and excise taxes or other similar taxes as may be imposed on production currently or at any point in the future. A proportionate share of all costs incurred by Lessee in gathering, treating, dehydrating, compressing, processing, transporting, or delivering such production, and any other costs of marketing or rendering marketable or more valuable the covered minerals, whether on the leased premises or off the leased premises may also be deducted in calculating royalties payable hereunder. (d) If, at the expiration of the primary term or at any time or times thereafter, there is any well on the leased premises or on lands pooled or unitized therewith, capable of producing covered minerals, and all such wells are shut-in, this Lease shall, nevertheless, continue in force as though Operations were being conducted on said land for so long as said wells are shut-in, and thereafter this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the covered minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities, flowlines, separator, and lease tank, and shall not be required to market such covered minerals upon terms unacceptable to Lessee. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Lessee's failure to pay and/or properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing herein shall impair Lessee's right to release any portion of the leased premises

as provided in paragraph 11 hereof. In the event of assignment of this Lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each. Lessee shall have free use of oil, gas, water, and other substances produced from said land, except water from Lessor's wells or ponds for all Operations hereunder, and Lessor's royalty shall be computed after deducting any produced oil or gas so used.

**4. Operations.** Whenever used in this Lease, the word "Operations" (unless specified to the contrary) shall mean preparation for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, abandoning, repairing, perforating, fracturing or dewatering of a well in search of or in an endeavor to obtain, increase, or restore and/or market or render marketable or more valuable production of oil, gas, Sulphur, or other covered minerals, and/or production, actual or constructive, of oil, gas, Sulphur, or other covered minerals. All Operations conducted off the leased premises that are intended to result in production from the leased premises or lands pooled or unitized therewith shall be considered Operations conducted on the leased premises for purposes of extending and/or maintaining this Lease in effect under any other paragraph or provision hereof.

**5. Pooling.** Lessee shall have the continuing and recurring right, but not the obligation, to pool or otherwise combine all or any part of the leased premises or interest therein with any other lands, leases, or interest, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee, in its sole discretion, deems it necessary or proper to do so in order to prudently explore, develop, or operate the leased premises or to comply with a pooling order of any governmental authority having jurisdiction over such matters, whether or not similar pooling authority exists with respect to such other lands, leases, or interests. A pooled unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%), and for an oil well which is a horizontal completion or a gas well shall not exceed sixteen hundred (1,920) acres plus a maximum acreage tolerance of ten percent (10%); provided that larger pooled units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. Irrespective of the preceding limits, in no event shall a pooled unit exceed the size allowed by the Energy and Carbon Management Commission. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority that has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length. Lessee may pool or combine land covered by this Lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with pooled units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the pooled unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool or combine either before or after commencing Operating for or completing as oil or gas well on lands lying within a pooled unit and any pooled unit may include, but is not required to include, lands, or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which Operations have theretofore been commenced. Operations anywhere on a pooled unit which includes all or any part of the leased premises, regardless of purposes (except the payment of royalties on production from the pool unit) as if they were Operations on the leased premises and references in this Lease to that if after created of a pooled unit a well is drilled on land within the pooled unit area (other than the leased premises) which well is not classified as the type of well for which the pooled unit was created (oil, gas or there covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. If a gas well on a pooled gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included with the pooled unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. The production on which Lessor's royalty is calculated and paid shall be that proportion of the total pooled unit production which the net acreage covered by this Lease and included in the pooled unit bears to the total gross acreage in the pooled unit, but only to the extent that such proportion of pooled unit production is sold or used off the leased premises or lands pooled therewith by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any pooled unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so, in the sole judgment of Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised pooled unit, and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the pooled unit by virtue of such revision, the proportion of pooled unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any pooled unit formed hereunder by filing a written declaration describing the pooled unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. If this Lease now or hereafter covers separate tracts, no pooling of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion

of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided in this paragraph with consequent allocation of production as herein provided. As used herein, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Pooling hereunder shall not constitute a cross-conveyance of interests.

**6. Unitization.** Lessee shall have the continuing and recurring right, but not the obligation, to unitize all or any part of the leased premises or interest therein with any other lands, leases, or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, so as to constitute a unit or units whenever, in Lessee's sole judgment, such unitization is required to prevent waste or promote and encourage the conservation of oil and gas by any cooperative or unit plan of development or operation or by a cycling, pressure maintenance, repressuring or secondary recovery program.

Any such unit formed shall comply with the local, State, and Federal laws and with the orders, rules, and regulations of the State or Federal regulatory or conservation agency having jurisdiction. The size of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or where the owners of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be established, enlarged, or diminished and, in the absence of production from the unit area, may be abolished and dissolved by filing of record an instrument so declaring. Operations anywhere on any part of a unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this Lease or the instrument declaring the unit, shall be treated for all purposes as if they were Operations on the leased premises and references in this Lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such unit; provided that if after creation of a unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. Lessee shall allocate to the portion of the leased premises included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in the leased premises in such units and the total of all participating acreage in the unit, or (b) the ratio between the estimated quantity of recoverable reserves underlying the leased premises in such unit and the estimated total of recoverable reserves underlying all lands within such unit; or, (c) any other basis approved by State or Federal authorities having jurisdiction over such matters. Lessor shall be entitled to the royalties provided under this Lease on the part of the unit production so allocated to that part of the leased premises included in such unit and no more.

**7. Ancillary Rights.** The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing, and marketing Oil and Gas Substances, including but not limited to geophysical operations, the drilling of wells, and the Lessee to explore, discover, produce, store, treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands that share central facilities and are jointly operated with the leased premises for gathering, treating, compression, and water disposal. Lessee may use in such operations, free of cost, any oil, gas, and/or other substances produced on the leased premises, except water. In exploring, developing, producing, or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises, notwithstanding any partial release or other partial termination of this Lease; and (b) to any other lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than five hundred (500) feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to Lessor or Lessor's tenants for damage to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixture, equipment, and materials, including well casing, from the leased premises or such other lands during the term of this Lease or within a reasonable time thereafter.

**8. Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised, or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice consisting of the original or certified or duly authenticated copies of the recorded documents establishing a complete chain of record title from Lessor to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two (2) or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

**9. Warranty of Title.** Lessor has not made and does not make and specifically disclaims any representations, warranties, promises, or agreements of any kind, express or implied, concerning the leased premises or whether the Lessor owns the mineral rights or the covered minerals on the leased premises. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied, or assessed against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties or shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

**10. Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties, or other payment attributable to the mineral interest hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises. To the extent any royalty or other payment attributable to the mineral interest covered by this Lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**11. Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**12. Regulation or Delay.** Lessee's obligation under the Lease, shall be subject to all applicable laws, rules, regulations, and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when Operations are prevented or delayed by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by the inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this Lease shall not be terminated because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof or any period for performance of Lessee's rights or obligations hereunder. Lessee shall not be liable for breach of any terms of this Lease when Operations are so prevented, delayed, or interrupted.

**13. Breach or Default.** An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and if Lessee does not dispute the breach, then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final un-appealable judicial determination that a breach or default has occurred, this Lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are Operations to conform to the then-existing applicable spacing rules or applicable spacing unit established by governmental authority for such well. Lessee shall also have such easements on said land as are necessary to conduct Operations on the acreage so retained. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence, or a principal-agent relationship between Lessor and Lessee for any purpose. Lessee's standard of conduct shall be that of a reasonable prudent operator. Notwithstanding anything to the contrary, Lessee shall not be liable for damages to the leased premises and associated restoration costs and expenses caused by Lessee's activities hereunder that exceed the fair market value (as of the date of this Lease) of the property affected.

**14. Existing Wellbores.** At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee's sole election, any existing oil and/or gas well(s) and/or wellbore(s) on the leased premises. Lessee's election to reenter and use an existing well and/or wellbore shall be considered the same as the drilling of a new well on the leased premises. This provision shall not apply to existing or abandoned water wells on the leased premises.

**15. Option to Extend.** Lessor hereby grants Lessee the option to extend the primary term of this Lease for an additional **Two (2) years** on the expiration of the original primary term hereof as to all or any portion of the leased premises then held hereunder which would expire unless so extended. This option may be exercised by Lessee, or its successors and assigns, at any time before the expiration of the primary term hereof by paying to Lessor or to Lessor's credit at the depository bank which may be named herein, an amount equal to 150% of the bonus paid, on a net mineral acre basis, for each net mineral acre so extended, which payment shall cover the **Two (2) years** of the extended term and Lessor acknowledges that there will be no rental payments due for or during the extended term. Payment may be made by check or draft mailed or delivered to Lessor or to said depository bank which may be named herein. Should this option be exercised as herein provided, it is agreed that Lessee may execute and file of record an instrument evidencing the exercise of this option.

**16. Preferential Right.** If during the term of this Lease (but not more than twenty (20) years after the date hereof) Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the leased premises then covered by this Lease, and if Lessor is willing to accept such offer, then Lessor shall

promptly notify Lessee in writing of the name and address of the offeror, all pertinent terms and conditions of the offer, including any lease bonus offered, and shall provide Lessee with a copy of the offer and the proposed Lease. Lessee shall have a period of thirty (30) days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new Lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the Lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this Lease remains in effect any new lease from Lessor shall be subordinate to this Lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

**17. Miscellaneous.**

(a) **Entire Agreement.** This Lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the leased premises. This Lease is not intended to give rise to any implied obligations not otherwise expressly contained in this Lease, and any implied covenants not consistent with the express provisions of this Lease are hereby negated and renounced. This Lease may only be amended by a subsequent written instrument executed by both Lessor and Lessee.

(b) **Captions.** The captions used in the Lease are solely for the convenience of the parties hereto and shall have no significance, separate and apart from the terms and provisions of the Lease.

(c) **Severability.** If any term or other provision of this Lease is invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Lease shall nevertheless remain in full force and effect.

(d) **Choice of Law.** THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT APPLICATION OF THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION).

(e) **Counterparts.** This Lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one (1) and the same instrument.

**18. Additional Provisions.** Notwithstanding any provisions of this Lease to the contrary, in the event of conflict between this Section 18. **Additional Provisions** and sections 1-17 of this Lease, the terms of this Section 18. **Additional Provisions** shall control.

(a) **No Surface Operations Language (acreage with physical structures):**

Notwithstanding any other provisions of this Lease to the contrary, it is agreed that Lessee shall not use any surface of the Leased Premises and shall not enter upon, access, or occupy the surface of the Leased Premises, and no well, road, pipeline, structure, or other surface facility of any kind shall be placed upon the Leased premises without the consent of Lessor in writing being first obtained. Such consent, if granted, shall be memorialized by a separate written agreement approved by the governing body of the Lessor. Additionally, and separate from the preceding language herein, it is understood and agreed, that Lessee may not under any circumstances place a drillsite on the Leased Premises. It is understood and agreed, however, that Lessee may drill directionally or horizontally into said land and/or into land pooled with said land pursuant to paragraph five (5) (the pooling clause) hereof. Lessee shall have the full, unrestricted, and exclusive right, power, and authority to produce the oil, gas hydrocarbons, and associated substances lying under or beneath or recoverable from said land, either by means of any well or wells the surface drillsites of which are located on other lands, and which said well or wells are drilled directionally or horizontally through and into said land, and/or into land pooled with said land, the producing intervals of which are bottomed under said land or under such pooled area and produce oil, gas and hydrocarbons and associated substances therefrom. Lessor hereby grants unto Lessee such rights-of-way, easements, and servitudes in and through the subsurface of said land as Lessee may require for boring well holes, casing same, and otherwise completing, producing, and maintaining wells either in said land or in any land included in the same operating unit as hereinabove provided in this Lease with said land or any part thereof. For the purposes of this Lease, wells slant drilled into and producing from said land, the surface drillsites of which are located on other lands, shall be considered to have been drilled in said land from drillsites on other lands in the vicinity of said land. Nothing herein shall constitute a waiver of any federal, state, or local limits or requirements pertaining to land use or mineral extraction.

(b) **Secondary Term Shut-in Limitation:**

Lessee's right to maintain this Lease after the primary term solely by virtue of the shut-in royalty payments shall be limited to a period of no longer than **three (3) consecutive years**, however, the right to maintain this Lease after the expiration of the primary term for such period shall be a recurring right and may be exercised from time to time whenever the Lessee finds it necessary or expedient to shut in such well.

(c) **Shut-in Payments:**

Notwithstanding anything to the contrary herein contained, where a well capable of producing oil and/or gas in paying quantities is completed hereunder and is shut-in for a period of one hundred eighty (180) consecutive days, this Lease shall not terminate, but Lessee shall be obligated to pay or tender to the Lessor as royalty for constructive production, **\$5.00 per net mineral acre** retained or leased hereunder, such payment or tender to be made on or before the anniversary date of this Lease next ensuring after the expiration of one hundred eighty (180) days from the date such well is shut-in and thereafter on or before the anniversary date of this Lease during the period such well is shut-in. If such payment is made, it will be considered that oil and/or gas is being produced within the meaning of this Lease.

(d) **Indemnity of Lessor by Lessee:**

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all third-party claims to





LESSEE: GMT Exploration Company LLC

*Philip G. Wood*

By: Philip G. Wood

Title: Vice President

STATE OF COLORADO    )  
                                  ) SS:  
COUNTY OF DENVER    )

The forgoing instrument was acknowledged before me this 28<sup>th</sup> day of MARCH, 2024, by Philip G. Wood, as its Vice President, of GMT Exploration Company LLC, to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he duly executed the same as his free and voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: 6/16/2027

PATRICIA A. VOGL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19874110143  
MY COMMISSION EXPIRES JUNE 16, 2027

Signature/Notary Public: *Patricia A. Vogl*  
Name/Notary Public (print): Patricia A. Vogl  
Notary Public in and for the State of Colorado

**Exhibit "A"**

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated \_\_\_\_\_, 2024, by and between **The City of Aurora, Colorado, A Colorado Municipal Corporation**, as Lessor, and **GMT Exploration Company LLC a Delaware limited liability company**, as Lessee, covering all the following described lands in Adams County, Colorado:

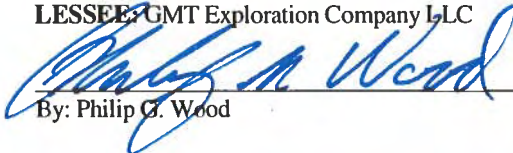
**TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6th P.M.**

Section 30: That portion of the NE/4NE/4 of Section 30, T3S, R65W, 6th P.M., more particularly described by metes and bounds in that Special Warranty Deed, dated December 1, 2005, recorded at Reception No. 2006000055890 on January 17, 2006.  
Containing 2.193 gross acres, more or less

**LESSOR:** The City of Aurora, Colorado, A Colorado Municipal Corporation

\_\_\_\_\_  
By: Mike Coffman  
Title: Mayor

**LESSEE:** GMT Exploration Company LLC

  
\_\_\_\_\_  
By: Philip G. Wood  
Title: Vice President

RESOLUTION NO. R2024- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH GMT EXPLORATION COMPANY, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING 2.193 ACRES

WHEREAS, The City of Aurora ("City") owns the mineral rights to a total of approximately 2.193 acres located in Section 30, Township 3 South, Range 65 West. These minerals are located southeast of E-470 and 38th Avenue. The tract is more particularly described by metes and bounds in that Special Warranty Deed, dated December 1, 2005, recorded at Reception No. 2006000055890 on January 17, 2006; and

WHEREAS, The City received offers to lease its Minerals through a competitive process; and

WHEREAS, GMT Exploration Company, LLC ("GMT"), as the winner of that competitive process, has offered to enter a Paid-Up Oil, Gas, & Mineral Lease Agreement ("Lease Agreement") for the Minerals in exchange for a bonus payment of two thousand dollars (\$2,000) per net mineral acre plus a twenty percent (20%) production royalty; and

WHEREAS, the Lease Agreement prohibits surface use for a drill site or any other surface activity; and

WHEREAS, the bonus payment and royalties due to the City through this Lease Agreement are beneficial to the people of the City; and

WHEREAS, if the City declines to enter the Lease Agreement, the Minerals may be subject to a "forced pooling" order by the Colorado Energy and Carbon Management Commission ("ECMC") under both C.R.S. Section 34-60-116 and ECMC Rule 505 and Rule 506; and

WHEREAS, pursuant to C.R.S. 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, including leases; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election.

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

**Section 1.** The Paid-Up Oil, Gas & Mineral Lease Agreement between the City and GMT is hereby approved.

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

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

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

*David G. Scott* <sup>RLA</sup>  
\_\_\_\_\_  
DAVID SCOTT, Assistant City Attorney

**MEMORANDUM GIVING NOTICE OF OIL AND GAS LEASE**

**State:** Colorado  
**County:** Adams  
**Lessor:** City of Aurora, Colorado, a municipal corporation  
15151 East Alameda Parkway, 5<sup>th</sup> Floor  
Aurora, CO 80012  
**Lessee:** GMT Exploration Company LLC, a Delaware limited liability company  
4949 S Niagara Street, Suite 250  
Denver, Colorado 80237  
**Dated:** \_\_\_\_\_, 2024

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures and to produce, save, take care of, treat, transport, and own oil, gas, and other minerals, all on or from the following lands (the "Leased Premises") in the county and state named above:

**TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6th P.M.**

Section 30: That portion of the NE/4NE/4 of Section 30, T3S, R65W, 6th P.M., more particularly described by metes and bounds in that Special Warranty Deed, dated December 1, 2005, recorded at Reception No. 2006000055890 on January 17, 2006.  
Containing **2.193 gross** acres, more or less

The Oil and Gas Lease (the "Lease") is for a primary term of **three (3)** years from \_\_\_\_\_, **2024**, and is effective as long thereafter as oil, gas or other minerals are produced in paying quantities from the Lands, or other lands pooled with the Lands, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee which will provide a full and complete copy, without cost, upon request.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Lessor: City of Aurora, Colorado,  
a municipal corporation

Lessee: GMT Exploration Company LLC

\_\_\_\_\_  
By: Mike Coffman, Mayor

  
By: Philip G. Wood, Vice President

Reviewed By: \_\_\_\_\_

Real Property Services

ATTEST:

Approved as to Form: David Scott  
City Attorney

\_\_\_\_\_  
By: Kadee Rodriguez, City Clerk

ACKNOWLEDGMENTS TO FOLLOW

STATE OF COLORADO }  
COUNTY OF DENVER }

ACKNOWLEDGMENT

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Mike Coffman, as Mayor of The City of Aurora, Colorado, A Colorado Municipal Corporation, to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he duly executed the same as his free and voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

Signature/Notary Public: \_\_\_\_\_

Name/Notary Public (print): \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO }  
COUNTY OF DENVER }

ACKNOWLEDGMENT

The forgoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2024, by Philip G. Wood, as Vice President of GMT Exploration Company LLC, to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he duly executed the same as his free and voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

Signature/Notary Public: Patricia A Vogl

Name/Notary Public (print): Patricia A Vogl

Notary Public in and for the State of CO



My Commission Expires: 6/16/2027



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Havana Business Improvement District (BID) Board Appointment (Resolution)
<b>Item Initiator:</b> Chad Argentar, Senior Project Manager – Planning & Business Services
<b>Staff Source/Legal Source:</b> Chad Argentar, Senior Project Manager – Planning & Business Services / Hanosky Hernandez-Sr. Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 5.1--Support an environment conducive to business development and expansion

### COUNCIL MEETING DATES:

**Study Session:** 5/6/2024

**Regular Meeting:** 5/20/2024

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

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

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

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

Chad Argentar, Senior Project Manager, Planning and Business Development / Hanosky Hernandez, Sr. Assistant City Attorney

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

- Approve Item and Move Forward to Study Session  Approve Item as Proposed at 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

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**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"/> Minutes Not Available       |
| <input type="checkbox"/> Minutes Attached                 |  |

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

In September 2007, the Aurora City Council established the Havana Business Improvement District, through the adoption of Ordinance No. 2007-36, the **"Organizing Ordinance"**. This legislation also approved the Board of Directors and annual Operating Plan and Budget. The ballot issue establishing a 4.5 Mill Levy real property tax was approved in the November 2007 election. The original Havana Business Improvement District (BID) Board appointments were approved through Council resolution. Section 5 of the Organizing Ordinance, creating the Havana BID, provides that within thirty (30) days following the date on which there is a vacancy on the Board of Directors of the District, a successor shall be appointed by resolution of the City Council.

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

The Havana BID Board currently has two vacancies. On March 21, 2024, the Board voted to **recommend that the City Council appoint Adriana Lara to the Board. Ms. Lara is Target's Assets Protection Outreach Coordinator and the company requested that their business be represented on the Board with her appointment.** The Board recommendation letter with additional information about Ms. Lara and her elector form are attached.

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**FISCAL IMPACT**

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

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Revenue Impact  | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input checked="" type="checkbox"/> 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

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**QUESTIONS FOR COUNCIL**

Does the City Council approve the Havana BID Board Member appointment and wish to forward to the formal City Council meeting for approval via a Resolution?

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**LEGAL COMMENTS**

Section 5 of Ordinance No. 2007-36 organizing the Havana Business Improvement District provides that within 30 days following the date on which a vacancy on the Board of Directors occurs, a successor shall be appointed by resolution of the City Council. (Hernandez)

Havana Business Improvement District – On Havana Street  
1555 S Havana Street, Suite F303  
Aurora, CO 80017  
[www.OnHavanaStreet.com](http://www.OnHavanaStreet.com)

March 21, 2024

Mike Coffman, Mayor, City of Aurora  
& Aurora City Council  
15151 E Alameda Parkway  
Aurora CO 80012

RE: Havana BID Board Appointment – Adriana Lara - Target

Dear Mayor Coffman and City Council Members,

The Havana Business Improvement District has a board vacancy and would like to request to appoint a new director.

Adriana Lara has been an active stakeholder and community partner of On Havana Street and her designated elector Target would love to be represented on the Board of Director for our special district. Adriana has been an engaged Aurora community member for the city at-large and a champion of On Havana Street programming and advocacy. She attends board meetings, hosts training events, community crime forums and participates at On Havana Street and the Aurora Police Department events. Target is very community minded and has requested that Adriana Lara represent their business on the HBID Board (See the designation of elector form is attached). We are requesting that the Aurora City Council consider appointing Adriana Lara to the Havana BID board representing her employer, Target.

She loves our diverse corridor and has already established strong relationships and partnerships with other stakeholders, businesses, community partners, and the Aurora Police Department in Aurora, Colorado. The Havana BID Board of Directors are thrilled to have an active property stakeholder like Target represented on the board and would like to appoint Adriana Lara to represent the region of the corridor near Mississippi and Havana and be a property stakeholder representation on the board. At our March 21, 2024, Havana BID Board meeting, the BID board voted unanimously to recommend that City Council appoint Adriana Lara with Target to the Havana BID Board.

The Havana BID board worked with its attorney group, Spencer Fane to make sure that Adriana Lara is a registered voter in Colorado. Please email me at [Chance@OnHavanaStreet.com](mailto:Chance@OnHavanaStreet.com) call me at 720-788-8986 if you have any questions.

Sincerely,

*Chance Horiuchi*

Chance Horiuchi, Executive Director

Garrett Walls, E-5 Equities, Havana BID Board President  
Yulissa Williams, US BANK, Havana BID Vice President  
Matt Rauzi, Owner/Operator, Colorado's Pro Gym, Havana BID Director

Donovan Welsh, Vice President, Havana Auto Parts, Havana BID  
Jennifer Dunn, Vice President, First Bank, Havana BID Director  
Kerstin Hitchcock, Owner/Operator, Gary's Full-Service Auto Repair, Havana BID Director  
Patrick Armatas, Owner, Sam's No 3, Havana BID Director



DESIGNATION OF ELECTOR


HAVANA BUSINESS IMPROVEMENT DISTRICT  
CITY OF AURORA AND  
COUNTY OF ARAPAHOE, STATE OF COLORADO

To the Secretary of the Havana Business Improvement District, in the City of Aurora and County of Arapahoe, State of Colorado ("District"):

Adriana Lara, the designated elector, who is a natural person who is a citizen of the United States and a resident of the State of Colorado, and who is eighteen years of age or older, is hereby designated by the entity identified below, as an owner or lessee of taxable real or personal property in the District, which is not a natural person, to vote for such owner or lessee as an "elector" of the District. This designation supersedes and replaces any prior designation (if any) by the entity identified below.

Designating Entity (Business/Property Name): Target  
:

Designating Entity

By (signature):   
Name: Tom L. Carpenter  
Title: Assets Protection Director  
Property Address: 1400 S. Havana St. Aurora, CO  
80012  
Effective as of: 4.8.24

The <b><u>address to be used for mailing a ballot</u></b> to the Designated Person is:	<u>635 Poplar St. Denver, CO 80220</u> _____ _____
The <b><u>address where</u></b> the Designated Person is <b><u>registered to vote:</u></b>	<u>635 Poplar St. Denver, CO 80220</u> _____ _____

Designated Person's <b><u>Date of Birth:</u></b> <u>04/03/1986</u> (for verification of qualified Colorado Voter Status)	Designated Person's Daytime Telephone Number: <u>720.697.4356</u> _____
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(This designation is filed with the Secretary of the District. Only one such person may be designated by an owner or lessee regardless of the number of properties or lots owned by such owner or lessee. No elector shall be allowed to cast more than one vote even if the person is designated by more than one entity or even if the person is eligible as an individual and also as a designee.)

TO: The Board of Directors of  
**HAVANA BUSINESS IMPROVEMENT DISTRICT**  
and the Secretary of State

FROM: Adriana Lara

RE: Disclosure of Potential Conflict of Interest

I, Adriana Lara, am a member of the Board of Directors of the Havana Business Improvement District (the "District") and I hereby give notice to the District and the Secretary of State of disclosures of potential conflict of interest as answered in the following questions.

### FINANCIAL INTERESTS

<p>Do you have an <b>ownership interest</b> in any business or businesses which may become involved with or are affected by the activities of the District?</p> <p>If YES, please list the business or businesses involved and the percentage of the extent of your ownership interest for each business. List only businesses in which you have a majority interest, and which are or may become involved with or affected by the activities of the District.</p> <hr/> <hr/> <hr/> <hr/>	<p>YES [ ] NO [ X ]</p>
<p>Do you have any <b>directorships</b> or <b>officerships</b> in any business or businesses which may become or are currently involved with or are affected by the activities of the District?</p> <p>If YES, please list those entities that you are a director and/or an officer. List only those businesses that may be affected by the affairs of the District. If an officership is listed, indicate the title of the office (<i>i.e. president, secretary</i>).</p> <hr/> <hr/> <hr/> <hr/>	<p>YES [ ] NO [ X ]</p>
<p>Do you personally have a <b>loan</b> or <b>debtor</b> interest which may be affected by Board action?</p> <p>If YES, please list those entities that you have loaned money to, or that have loaned money to you and the amount of the loan or debtor interest. List only those loans that may be affected by board action.</p> <hr/> <hr/> <hr/> <hr/>	<p>YES [ ] NO [ X ]</p>

<p>Do you have a <b>creditor interest</b> in any insolvent business or businesses which are involved with or may become involved with or are affected by the activities of the District?</p> <p>If YES, please list the insolvent business or businesses involved and the amount of your creditor or debtor interest.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>YES [ ]</p> <p>NO [X]</p>
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<p>Are you currently <b>employed</b> or have you begun negotiations for prospective employment with any business or businesses that are involved or may become involved with or are affected by the activities of the District?</p> <p>If YES, please list the business or businesses involved and the type of compensation (<i>i.e. salary; bonus or compensation based on profitability of business; and/or other compensation</i>) you receive or will receive. List only those employers who are related to development in the District, or are otherwise connected with District activity.</p> <p><u>I am currently employed by Target, Group 197 as an Assets Protection Outreach Coordinator (title/position may change or be updated in the future). This employment involves representing the Target location on 1400 S. Havana St., Aurora, CO 80012. My compensation involves salary compensation and other benefits.</u></p>	<p>YES [X]</p> <p>NO [ ]</p>
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<p>Do you have an interest in <b>real or personal property</b> which is located in the District or is affected by the activities of the District?</p> <p>If YES, please describe the real or personal property involved and the <b>percentage</b> of the extent of your personal interest. List only the interests and property that may be reasonably expected to be directly affected by activities of the District. Attach a legal description, if necessary.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>YES [ ]</p> <p>NO [X]</p>
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<p>Do you provide services to any business or businesses or entities which may become or are currently involved with or are affected by the activities of the District?</p> <p>If YES, please complete the following. List only services provided to entities which are or may be affected by the District's activities. Use an additional sheet of paper if necessary.</p>	<p>YES [ ]</p> <p>NO [X]</p>
Services Provided:	
To Whom Services Provided:	
Purposes:	
Time Period:	
Type of Compensation Rec'd:	

**OWNERS' ASSOCIATION INFORMATION**

<p>Are you a member of an executive board of a unit owners' association, as defined in Section 38-33.3-103, C.R.S. located within the boundaries of the District? (i.e., a HOA, POA or similar)</p>	<p>YES [ ] NO [X]</p>
<p>If YES, please list the name of the association and the office you hold, if any.</p>	
<hr/>	
<hr/>	
<hr/>	

**ADDITIONAL INFORMATION**

<p>Are you engaging in a substantial financial transaction for your private business purpose with a person whom you inspect or supervise in the course of your official duties?</p>	<p>YES [ ] NO [X]</p>
<p>If YES, please list the personal and briefly described the substantial financial transactions:</p>	
<hr/>	
<hr/>	
<hr/>	

**OTHER INFORMATION**

<p>Additional information, if any, that describes my financial or personal interests that may present a conflict of interest in District activities is as follows:</p>
<p><u>The Target location in the District, from time to time, may host, sponsor, or co-host/sponsor events with and within the District that may result in increased traffic or sales at the Target location in the District.</u></p>

This form describes my activities that may be of interest to the District and/or for a particular District transaction. If a particular transaction is involved, an attachment to this statement describes the nature of that transaction. It is intended that this disclosure, and to the best of my knowledge and belief, this disclosure does satisfy the requirements of §32-1-902, C.R.S., §31-25-1209(3), C.R.S., 18-8-308, C.R.S., Part 1 of Article 18 of Title 24, C.R.S. (specifically including §24-18-110, C.R.S.) and the Constitution of the State of Colorado as applicable.

Signed by: Adriana Lara

Printed Name: Adriana Lara

Effective on or after this date: 03/21/24


# HBID Disclosure - Conflict of Interest - Adriana Lara-Target - 2024

Final Audit Report


2024-03-21

Created:	2024-03-21
By:	Garrett Walls (garrett@synergybusinesssolutions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATdHCVhmAyBuNTHWTPfwyMJyqgURj9y7H

## "HBID Disclosure - Conflict of Interest - Adriana Lara-Target - 2024" History

 Document created by Garrett Walls (garrett@synergybusinesssolutions.com)


2024-03-21 - 2:42:01 PM GMT- IP address: 73.243.166.172

 Document emailed to Adriana Lara (adriana.lara@target.com) for signature

2024-03-21 - 2:42:06 PM GMT

 Email viewed by Adriana Lara (adriana.lara@target.com)

2024-03-21 - 3:03:07 PM GMT- IP address: 104.47.57.126

 Document e-signed by Adriana Lara (adriana.lara@target.com)

Signature Date: 2024-03-21 - 3:04:18 PM GMT - Time Source: server- IP address: 165.225.10.248

 Agreement completed.

2024-03-21 - 3:04:18 PM GMT



RESOLUTION NO. R2024-\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING A MEMBER OF THE BOARD OF DIRECTORS OF THE HAVANA BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2007-36 (the “Organizing Ordinance”) organizing the Havana Business Improvement District (the “District”); and

WHEREAS, there is currently one vacancy on the Board of Directors of the District (the “Board”); and

WHEREAS, Section 5 of the Organizing Ordinance provides that within thirty (30) days following the date on which a vacancy on the Board occurs, a successor shall be appointed by resolution of City Council; and

WHEREAS, the District has recommended that Mrs. Adriana Lara fill the existing vacancy; and

WHEREAS, Mrs. Adriana Lara is an elector of the District, as defined by Section 31-25-1203(4)(a), C.R.S., and is therefore qualified for membership on the Board.

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

Section 1. Mrs. Adriana Lara is hereby appointed to fill the existing vacancy on the Board of Directors of the Havana Business Improvement District.

Section 2. The City Clerk is hereby directed to cause an executed copy of this Resolution to be provided to the District.

Section 3. Within thirty (30) days of the effective date of this Resolution, Mrs. Adriana Lara shall appear before an officer authorized to administer oaths and take an oath to faithfully perform the duties of the office as required by law and to support the United States Constitution, the Colorado Constitution, and all laws made pursuant thereto.

Section 4. All resolutions or parts of resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

Section 5. Any reconsideration of this Resolution by the City Council of the City is hereby waived.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ,  
City Clerk

APPROVED AS TO FORM:

*Hanosky Hernandez* *HK*  
\_\_\_\_\_  
HANOSKY HERNANDEZ,  
Sr. Assistant City Attorney



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Resolution to Approve Adult Protective Services Multi-Agency Cooperative Agreement
<b>Item Initiator:</b> Danelle Carrel, Support Specialist Supervisor
<b>Staff Source/Legal Source:</b> Mark Hildebrand, Investigations Division Chief / Megan Platt, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> Select a Council Goal

### COUNCIL MEETING DATES:

**Study Session:** 4/22/2024

**Regular Meeting:** 5/6/2024

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

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

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

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

Adult Protective Services Multi-Agency Cooperative Agreement  
 Staff Source: Mark Hildebrand, Investigations Division Chief / Megan Platt, Assistant City Attorney  
 Estimated Time: 5 Minutes

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Public Safety, Courts & Civil Service

**Policy Committee Date:** 4/11/2024

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**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"/> Minutes Not Available       |
| <input type="checkbox"/> Minutes Attached                            |  |

---

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

N/A

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

Per Section 26-3.1-103(2), each county department, law enforcement agency, district attorney’s office, and other agency responsible under federal law or the laws of this state to investigate mistreatment of at-risk adults shall develop and implement cooperative agreements to coordinate the investigative duties of such agencies. The focus of such agreement shall be to ensure the best protection for at-risk adults. The agreements shall provide for special requests by one agency for assistance from another agency and for joint investigations. The agreements shall further provide that each agency shall maintain the confidentiality of the information exchanged pursuant to such joint investigations.

---

**FISCAL IMPACT**

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

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Revenue Impact  | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input checked="" type="checkbox"/> No Fiscal Impact |  |

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

[Empty rectangular box]

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**QUESTIONS FOR COUNCIL**

Does Council approve moving this agreement forward for consideration by full Council at the next Regular Session?

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**LEGAL COMMENTS**

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). (Platt)

Adult Protective Services (APS) Cooperative Agreement

Between

The Adams County Department of Human Services

And

X County Attorney

X County Sheriff

X District Attorney, 17<sup>th</sup> Judicial District

X Police Department(s)

- I. **SUBJECT:** Adams County Adult Protective Services (APS) Cooperative Agreement for investigation of reports involving possible mistreatment of at-risk adults.
- II. **PURPOSE:** To clarify the coordinated duties and responsibilities of agencies involved in reporting, responding, and investigating reports regarding the abuse, caretaker neglect, and exploitation (mistreatment) of at-risk adults.
- III. **TERM OF AGREEMENT:** This Agreement will commence upon the date of the date its fully executed and will be in effect for no more than five (5) years. Changes in the Agreement may be made in writing at any time by mutual consent of the County Department (herein referred to as APS) and Law Enforcement Agency (LEA). Nothing in this Agreement shall substitute or represent a change in either agency's legally mandated responsibilities.
- IV. **BACKGROUND AND BASIS FOR THE AGREEMENT:**

Per Section 26-3.1-103(2), each county department, law enforcement agency, district attorney's office, and other agency responsible under federal law or the laws of this state to investigate mistreatment of at-risk adults shall develop and implement cooperative agreements to coordinate the investigative duties of such agencies. The focus of such agreement shall be to ensure the best protection for at-risk adults. The agreements shall provide for special requests by one agency for assistance from another agency and for joint investigations. The agreements shall further provide that each agency shall maintain the confidentiality of the information exchanged pursuant to such joint investigations.

V. **PRINCIPLES OF THE AGREEMENT**

In accordance with the above-cited statute, this Agreement is made to ensure coordinated response during all hours, provide for special requests for assistance from one agency to another, and arrange for joint investigation(s) when needed to maximize the effectiveness of the civil and criminal investigative processes.

It is understood that joint investigations may be used as a means to coordinate the efforts of the involved agencies, and that each individual agency remains accountable to its own rules, policies, and statutes.

It is understood that all agencies involved in this Agreement shall accept reports of known or suspected mistreatment or self-neglect of at-risk adults and share those reports with the agencies in this Agreement within 24 hours or next business day of receipt.

## **VI. BUSINESS AND NON-BUSINESS HOUR PROCESSES**

APS is required by program rule to have an established process to receive reports during business and non-business hours.

The Adams County Department, herein known as Adult Protective Services (APS), receives reports during business hours at 720-523-2057 or Spanish Hotline at 720-523-2058. Business Hours are Monday-Friday 8:00AM-5:00PM.

Reports made during non-business hours are received by the State Hotline at 1-844-CO4-KIDS or can be e-mailed to [Adultprotection@adcogov.org](mailto:Adultprotection@adcogov.org). The agency receiving reports during non-business hours should fax or E-mail the reports to APS on the next business day at fax number 720-523-2069 or E-mail [Adultprotection@adcogov.org](mailto:Adultprotection@adcogov.org). The agency receiving reports during non-business hours should submit the reports to APS within 24 hours.

## **VII. DISPOSITION OF REPORTS**

A copy of all reports of mistreatment made to APS shall be forwarded to Law Enforcement Agency (LEA) within twenty four hours of receipt of the report. Adams County Adult Protection sends all reports including Self Neglect and the Law Enforcement Agency can make the determination on how to proceed. A copy of all reports of mistreatment and self-neglect made to the LEA and the district attorney's office shall be forwarded to APS within one business day of receipt of the report. When mistreatment is identified by APS after the original report was shared with the LEA, APS must immediately make a report of the newly identified mistreatment to Law Enforcement Agency (LEA) as required by §18-6.5-108(1), C.R.S.

Reports of mistreatment of at-risk elders, 70 years of age or older, or an at-risk adult with an intellectual and developmental disability (at-risk adult with IDD), will be reviewed and evaluated by APS to determine if the at-risk elder or at-risk adult with IDD meets the statutory requirements of an at-risk adult pursuant to §26-3.1-101, C.R.S. before the report is screened in for investigation and provision of services.

The report shall include: name, age, and address of the at-risk adult; the name and address of the at-risk adult's caretaker, if any; the suspected nature and extent of the at-risk adult's injury, if any; the nature and extent of the condition that will reasonably result in mistreatment or self neglect; and other pertinent information.

Reports involving criminal allegations of mistreatment, exploitation, including caretaker neglect shall be immediately referred to local law enforcement and/or district attorney. When criminal allegations are not initially apparent, the caseworker shall refer to both law enforcement and the district attorney's office as soon as there are reasonable suspicions that a crime has been committed.

## **VIII. AGENCY ROLES**

Adult Protective Services is responsible for investigating reports of suspected mistreatment and/or self-neglect of at-risk adults.

The County Attorney's Office is responsible for reviewing reports of mistreatment of at-risk adults when a review is requested, when APS is considering filing for legal authority of an at-risk adult, and when an investigation involves complaints of alleged criminal activity.

Law Enforcement Agency's (LEA's) are primarily responsible for the coordination and investigation of criminal allegations involving at-risk adults, at-risk elders, and at-risk adults with an IDD.

The District Attorney's Office is responsible for reviewing reports of criminal actions or threats of mistreatment of at-risk adults, at-risk elders, and at-risk adults with an IDD to determine possibility of prosecution.

## **IX. INVESTIGATION PROCEDURE AND GUIDELINES**

APS and LEAs have different legal requirements related to investigations that must be followed. The agencies agree to the following considerations when investigating either jointly or independently.

Any agency that is a partner in this cooperative agreement may request stand-by assistance from another agency.

While APS may accommodate a request by law enforcement to temporarily delay an investigation or interview, APS will only delay until the 45<sup>th</sup> day following the date of the report.

APS may jointly investigate reports with law enforcement when the adult is "at-risk" by APS statutory definition and there is mistreatment. APS cannot jointly investigate if these criteria are not met. Either APS or the LEA may request a joint investigation.

\*APS is unable to jointly investigate if the investigative process has already begun.

When a joint investigation is required, the APS caseworker, law enforcement officer(s), and/or the District Attorney's Office may conduct joint interviews, compare notes, and clarify information following interviews. Information may be shared, as outlined in the Confidentiality section, below.

LEAs will share information, such as police reports and summaries of evidence, as requested by APS whether investigating independently or jointly. APS will share information and evidence that they



collect during an investigation, whether independent or joint, when sharing that information is allowed by statute (§26-3.1-102(7), C.R.S.), outlined in Section X, Confidentiality.

The LEA shall be considered the lead agency in criminal joint investigations. APS shall be considered the lead agency in non-criminal joint investigations.

Intellectual and developmental disability investigators, ombudsmen, or other agencies with legal authority to investigate mistreatment may be present as part of the joint investigative team.

When joint investigation is required, the APS caseworker, law enforcement officer(s), and/or District Attorney's Office may conduct joint interviews, compare notes and clarify information following interviews. Law Enforcement shall be considered the lead agency in criminal joint investigations. APS shall be considered the lead agency in non-criminal joint investigations. Developmental disability or mental health staff may be present as part of the joint investigative team.

Joint investigation may be utilized when the following pertain to an at-risk adult:

1. There is pain and/or physical injury, as demonstrated by, but not limited to, substantial or multiple skin bruising, bleeding, malnutrition, dehydration, burns, bone fractures, poisoning, subdural hematoma, soft tissue swelling or suffocation.
2. Unreasonable confinement or restraint has been imposed.
3. There is nonconsensual sexual conduct or contact classified as a crime under Colorado law.
4. Caretaker neglect threatens the at-risk adult's safety or well-being.
5. Exploitation has occurred and/or is occurring and the exploitation is a crime under Colorado law.
6. Threats of violence, presence of firearms, intoxication, or any illegal activity is present and threatens the at-risk adult or APS caseworker's safety.
7. Specialized interviewing skills might be required.

## **X. CONFIDENTIALITY**

APS report, investigative, and case information is confidential and may only be shared without a court order under very specific exceptions, as outlined in §26-3.1-103(2), C.R.S. This report, investigative, and case information includes, but is not limited to the name and address of the at-risk adult, members of the adult's family, reporting party's name and address, findings on the alleged perpetrator, and any other information or evidence obtained in the report or during the investigation and subsequent casework related to the report.

Exceptions to the requirement of a court order for sharing information that are most relevant to this agreement include:

- §26-3.1-102(7)(b)(III), C.R.S. Sharing information during a joint investigation. APS can share information and evidence collected throughout the investigation, including the finding on the alleged perpetrator(s) only when the LEA is actively investigating with APS.
- Sharing information in order to provide services to an at-risk adult, such as when a protective order may be necessary.
- §26-3.1-102(7)(b)( I), C.R.S. When a criminal investigation into an allegation of mistreatment is being conducted and APS report and case information is relevant to the investigation.

- §26-3.1-102(7)(b)( I), C.R.S. When a criminal complaint, information, or indictment is filed and APS report and case information is relevant to the investigation.
- §26-3.1-102(7)(b)( I), C.R.S. When a review of death by a coroner is being conducted when the death is suspected to be related to mistreatment and APS report and case information is relevant to the investigation.
- §26-3.1-102(7)(b)( II), C.R.S. When there is a death of a suspected at-risk adult from mistreatment or self-neglect and a LEA files a formal charge or a grand jury issues an indictment in connection with the death.

Unless necessary for filing criminal charges and/or for court proceedings the identity of the reporting party should not be disclosed to other parties by either APS or the LEA.

This agreement is valid until \_\_\_\_\_.

Date

**SIGNED BY:**

\_\_\_\_\_  
Katie McDougal, Director Adams County DHS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian Mason, District Attorney, 17<sup>th</sup> Judicial District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gene Claps, Adams County Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Norm Haubert, Chief of Westminster Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Domenico, Chief of Brighton Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Grado, Chief of Federal Heights Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terrance Gordon, Chief of Thornton Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Heather Morris, Chief of Aurora Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
James May, Chief of Northglenn Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Darrel Guadnola, Chief of Commerce City Police Department

\_\_\_\_\_  
Date

RESOLUTION NO. R 2024 – \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA POLICE DEPARTMENT AND ADAMS COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, the City and The Adams County Department of Human Services, 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; 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, Mistreatment of at-risk adults is a community problem requiring a cooperative response from both law enforcement and Adult Protective Services. In order to enhance the inter-disciplinary approach and protect at-risk adults in Adams County, the following has been agreed upon by and between the Aurora Police Department and the Adams County Department of Human Services; and

WHEREAS, This Agreement sets forth the respective roles and responsibilities in joint civil and criminal investigations and allows for special requests by one agency for assistance from the other agency.

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

Section 1. The Intergovernmental Agreement between the Adams County Department of Human Services and the City of Aurora, Colorado regarding the investigative cooperation is hereby approved.

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

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

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KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

*Megan Platt*  

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MEGAN PLATT, Assistant City Attorney



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Resolution to Approve LexisNexis CISC Member Agency Addendum and Joinder
<b>Item Initiator:</b> Danelle Carrel, Support Specialist Supervisor
<b>Staff Source/Legal Source:</b> DJ Tisdale, Police Lieutenant / Megan Platt, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> Select a Council Goal

### COUNCIL MEETING DATES:

**Study Session:** 4/22/2024

**Regular Meeting:** 5/6/2024

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

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

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

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

LexisNexis / Colorado Information Sharing Consortium (CISC) Member Agency Addendum and Joinder Agreement  
 Staff Source: DJ Tisdale, Police Lieutenant / Megan Platt, Assistant City Attorney  
 Estimated Time: 5 Minutes

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Public Safety, Courts & Civil Service

**Policy Committee Date:** 4/11/2024

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

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

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**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

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

The Colorado Information Sharing Consortium facilitates the sharing of data between 105 law enforcement agencies across the State. This has proven to be an extremely useful tool for the Aurora Police Department since we helped establish the CISC in 2006. The CISC recently approved a contract with LexisNexis to maintain the regional data warehouse and provide enterprise access to their Accurint Virtual Crime Center product for all member agencies. In order to continue using this vital resource it is requested that the addendum and joinder is approved between the City of Aurora/Aurora Police Department and LexisNexis. There is no additional cost, or workload required of the City in approving this agreement to continue our participation in the CISC.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

[Empty rectangular box]

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**QUESTIONS FOR COUNCIL**

Does Council approve moving this agreement forward for consideration by at the next Regular Meeting?

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**LEGAL COMMENTS**

This is an appropriate item for Council's consideration as, under City Charter §1-3, this is necessary and proper for the administration of local and municipal matters. (Platt)





**Accurint Virtual Crime Center / Accurint Crime Analysis /  
LexisNexis Community Crime Map / AVCC XML / Lumen**

**CISC Member Agency Addendum and Joinder**

This Accurint Virtual Crime Center / Accurint Crime Analysis / LexisNexis Community Crime Map / AVCC XML / Lumen CISC Member Agency Addendum and Joinder (this "**Addendum**") sets forth additional or amended terms and conditions for the use of Accurint Virtual Crime Center; Accurint Crime Analysis; LexisNexis Community Crime Map; AVCC XML, and/or Lumen (the "**LN Services**" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the LexisNexis Master Terms & Conditions – CISC (the "**Master Terms**") by and between the Colorado Information Sharing Consortium (the "**CISC**") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("**LN**") for the LN Services (the Master Terms, along with each Schedule A issued thereunder, the "**Agreement**").

Customer has been provided a copy of the Agreement. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

CISC Member Agencies who execute this Addendum are agreeing to join as a party to and be bound by the Agreement as a "**Customer**" pursuant to Section 1(i) of the Master Terms. Customer's use of the LN Services is subject to the Agreement and this Addendum.

If Customer makes any edits to this Addendum, this Addendum must be reviewed and countersigned by LN and the CISC.

**I. Joinder.** Customer agrees to become a party to and to be bound by the Agreement.

**II. Public Safety Data Exchange Database**

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("**PSDEX**"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "**Customer Data Contribution**"). Customer Data Contributions will be held in the CISC Data Warehouse, which is a PSDEX private container database provided by LN.

3. LN's Obligations.

- a. LN agrees to provide PSDEX information to Customer.
- b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
- c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
- d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.

4. Customer Obligations.

- a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
- b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
- c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
- d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
- e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
- f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not unreasonably withhold from LN information on any such submission. LN shall not reveal the

identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email \_\_\_\_\_

- g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN (*e.g.*, Customer will not download bulk data from PSDEX and use the data for continuous access to such data). The previous sentence does not limit Customer's ability to access data available through other service providers. Each Customer employee permitted access to PSDEX by such Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
- h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

### **III. General Terms**

- 1. License Grant. Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions:
  - a. to other CISC Member Agencies who join the Agreement;

- b. ***if initialed below***, to PSDEX customers (*i.e.*, Customer Data will be shared with other law enforcement agencies outside the CISC Member Agencies); and

**Initials:** \_\_\_\_\_

Customer may provide a list or subset of Customer Data Contributions to share with PSDEX customers, without sharing all Customer Data Contributions.

- c. ***if initialed below***, a de-identified subset (*e.g.*, crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data.

**Initials:** \_\_\_\_\_

For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions. Customer may revoke or limit its grant of license rights under "b." and "c." by giving written notice to LN.

2. FBI CJIS Security Addendum. This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time-to-time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.
3. Google Geocoder. LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
4. Data Disclaimer. LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and

is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.

5. Links to Third Party Sites. PSDEX may contain links or produce search results that reference links to third party websites ("**Linked Sites**"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.
6. Ownership of Submitted Content. All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.

### **AUTHORIZATION AND ACCEPTANCE**

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

**Required:** Customer ORI number (Originating Agency Identifier): \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

#### **1.00 Definitions**

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

#### **2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

### 3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

### 4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

### 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

### 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306



RESOLUTION NO. R 2024 – \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE JOINDER OF THE AGREEMENT BETWEEN LEXISNEXIS AND THE  
COLORADO INFORMATION SHARING CONSORTIUM

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, The Colorado Information Sharing Consortium facilitates the sharing of data between 105 law enforcement agencies across the State; and

WHEREAS, The CISC recently approved a contract with LexisNexis to maintain the regional data warehouse and provide enterprise access to their Accurint Virtual Crime Center product for all member agencies. In order to continue using this vital resource it is requested that the addendum and joinder is approved between the City of Aurora/Aurora Police Department and LexisNexis; and

WHEREAS, There is no additional cost, or workload required of the City in approving this agreement to continue our participation in the CISC. This agreement is in the best interest of the City to benefit from these services and data sharing.

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

Section 1. The Joinder Agreement between the CISC, LexisNexis, and the City of Aurora, Colorado is hereby approved.

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

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

*Megan Platt*  
\_\_\_\_\_  
MEGAN PLATT, Assistant City Attorney



# CITY OF AURORA

## Council Agenda Item Continuation Page

Item Title: Continuation Page
Item Initiator: : <b>Haley Johansen, City Engineer, Public Works</b>
<b>Staff Source:</b> : <b>Haley Johansen, City Engineer, Public Works</b>
<b>Legal Source:</b> Michelle Gardner, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Date of Change:</b> 5/14/2024

### COUNCIL MEETING DATES:

**Study Session:** 5/6/2024

**Regular Meeting:** 5/20/2024

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### ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

The attached resolution needed a Waiver of reconsideration.

RESOLUTION NO. R2024- \_\_\_\_\_

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF AURORA, E-470 PUBLIC HIGHWAY AUTHORITY, AND THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (TAH CAB) REGARDING THE MAINTENANCE OF 38<sup>TH</sup> OVERLAPPING FACILITIES

WHEREAS, the City of Aurora, Colorado (“City”), E-470 Public Highway Authority (“E-470”), and The Aurora Highlands Community Authority Board (“TAH CAB”), collectively “the Parties”, as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City, in collaboration with E-470 and TAH CAB, acknowledge that the 38<sup>th</sup> Bridge and overlapping facilities at E-470 requires an intergovernmental agreement (“IGA”) to define the allocation of their respective maintenance responsibilities; and

WHEREAS, the City, E-470, and TAH CAB, agree that it is in their mutual interest to identify their respective rights and obligations in and to the areas that cross or intersect E-470, the TAH CAB’s public improvements, and the City rights-of-way, as reflected in Exhibit A to the IGA, in order to avoid conflict and duplication of services, as well as define the terms for maintaining the Common Areas; 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.

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

Section 1. The Intergovernmental Agreement Between the City of Aurora, E-470 Public Highway Authority, and The Aurora Highlands Community Authority Board (TAH CAB) Regarding the Maintenance of 38<sup>th</sup> Avenue Overlapping Facilities is hereby approved.

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

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

Section 4. This resolution shall take effect immediately and without reconsideration.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

*Michelle Gardner* RLA  
\_\_\_\_\_  
MICHELLE GARDNER, Sr. Assistant City Attorney



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> An Intergovernmental Agreement Between the City of Aurora, E-470, and TAH CAB Regarding the Maintenance of 38th Avenue Bridge and Overlapping Facilities
<b>Item Initiator:</b> Haley Johansen, City Engineer, Public Works
<b>Staff Source/Legal Source:</b> Haley Johansen, City Engineer / Michelle Gardner, Sr Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

### COUNCIL MEETING DATES:

**Study Session:** 5/6/2024

**Regular Meeting:** 5/20/2024

**2<sup>nd</sup> Regular Meeting (if applicable):** 6/10/2024

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

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

Haley Johansen, City Engineer, Public Works / Michelle Gardner, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Transportation, Airports & Public Works

**Policy Committee Date:** 2/1/2024

### 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

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**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 February 1, 2024 Transportation, Airport and Public Works Committee, the Committee recommended the IGA move forward to Study Session.

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

The City, in collaboration with the E-470, Community Authority Board Districts (CAB Districts), and The Aurora Highlands Community authority Board (TAH CAB), acknowledge that the 38<sup>th</sup> Avenue bridge and overlapping facilities at E-470 requires an intergovernmental agreement to define the allocation of their respective maintenance responsibilities.

E-470, TAH CAB, and the City agree that it is in their mutual interest to identify their respective rights and obligations in and to the areas that cross or intersect E-470, **the TAH CAB's public improvements**, and the City rights-of-way all as reflected in Exhibit A to the IGA, in order to avoid conflict and duplication of services, as well as define the terms for maintaining the Common Areas.

As shown in Exhibit A, the City is responsible for the maintenance of 38<sup>th</sup> Avenue surface treatments and adjacent appurtenances, including:

- Pavement including reconstruction, roto-milling, and repaving operations
- Surface features including sidewalk on the bridge structure, including sweeping and snow removal
- Sidewalk and curb & gutter beyond the limits of the bridge structure
- Type 9 barrier on 38<sup>th</sup> Ave and the barrier on the bridge
- Impact attenuators at each end of the bridge and ends of the Type 9 concrete barriers
- Snow and ice control
- Pavement markings
- Sweeping
- Traffic signals and luminaires mounted on traffic signals
- Signage (except for E-470 tollway guide signage)
- Weed control and mowing of native vegetation adjacent to 38<sup>th</sup>

As shown in Exhibit A, E-470 is responsible for the maintenance of:

- Bridge structures, including structural repairs and expansion devices
- Approach slabs
- Bridge underdeck lighting
- Flood light at bridge abutment walls
- Structural **components of the retaining walls starting on the northbound ramps and ending at the 6'x5' concrete box culvert**
- Guardrail on the ramps as well as north and south sides of 38<sup>th</sup> Ave on the east side of the bridge over E-470 **up until the 6'x5' box culvert**
- On/off ramp pavement, signage to the point of curb returns on 38<sup>th</sup> Ave
- On/off ramp lighting at the mainline E-470 gore points
- Two (2) detention ponds in the SW quadrant of the interchange
- One (1) detention pond in the SE quadrant
- **Tributary "T" double 8'x8' concrete box culvert that crosses under E-470**
- Water quality pond located north of NE ramp on east side of E-470
- ROW or deer fence along E-470
- Weed control and mowing of native vegetation adjacent to ramps

As shown in Exhibit A, TAH CAB is responsible for the maintenance of:

- Decorative concrete sidewalk and median cover material on the ramps and E-470
- Decorative fence, railing, and columns on 38<sup>th</sup> Ave
- Decorative fence that replaces wildlife fencing on the east side of E-470 that borders/separates The Aurora Highlands from E-470
- Decorative streetlights, pilasters, and associated electrical circuits on 38<sup>th</sup> Ave Bridge, and associated utility bills
- Decorative concrete finish on bridge parapet walls and bridge columns
- One (1) detention pond in the SE corner of the interchange as well as the path around the pond
- Enhanced landscaping in the interchange

TAH CAB will fund a reserve account with E-470 in the amount of \$50,000 that both E-470 and the City may draw from should TAH CAB fail to perform maintenance as required under the Agreement.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

Budgeted impact on standard roadway maintenance obligations. E-470 will have responsibility for the bridge maintenance. TAH CAB has responsibility for aesthetic features above and beyond standard roadway appurtenances and treatments.

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A. Workload will be absorbed into FTE positions in Public Works Operations.

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**QUESTIONS FOR COUNCIL**

Does Council support moving forward the Resolution for the Intergovernmental Agreement between City of Aurora, E-470 Public Highway Authority, and The Aurora Highlands Community Authority Board (TAH CAB) regarding the maintenance of 38th Avenue bridge and overlapping facilities to the next available Regular Session?

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**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. (C.R.S. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (M. Gardner)



RESOLUTION NO. R2024- \_\_\_\_\_

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF AURORA, E-470 PUBLIC HIGHWAY AUTHORITY, AND THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (TAH CAB) REGARDING THE MAINTENANCE OF 38<sup>TH</sup> OVERLAPPING FACILITIES

WHEREAS, the City of Aurora, Colorado (“City”), E-470 Public Highway Authority (“E-470”), and The Aurora Highlands Community Authority Board (“TAH CAB”), collectively “the Parties”, as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City, in collaboration with E-470 and TAH CAB, acknowledge that the 38<sup>th</sup> Bridge and overlapping facilities at E-470 requires an intergovernmental agreement (“IGA”) to define the allocation of their respective maintenance responsibilities; and

WHEREAS, the City, E-470, and TAH CAB, agree that it is in their mutual interest to identify their respective rights and obligations in and to the areas that cross or intersect E-470, the TAH CAB’s public improvements, and the City rights-of-way, as reflected in Exhibit A to the IGA, in order to avoid conflict and duplication of services, as well as define the terms for maintaining the Common Areas; 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.

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

Section 1. The Intergovernmental Agreement Between the City of Aurora, E-470 Public Highway Authority, and The Aurora Highlands Community Authority Board (TAH CAB) Regarding the Maintenance of 38<sup>th</sup> Avenue Overlapping Facilities is hereby approved.

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

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

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

*Michelle Gardner* RLA  
\_\_\_\_\_  
MICHELLE GARDNER, Sr. Assistant City Attorney



February 1, 2024



*IGA with E-470, The Aurora Highlands Community Authority Board for 38<sup>th</sup> Avenue Overlapping Facilities Maintenance Obligations*

*Haley Johansen, City Engineer, Public Works Development Review*

# E. 38<sup>th</sup> Avenue Bridge & E-470

- E. 38<sup>th</sup> Avenue connects Picadilly on the west to The Aurora Highlands on the east side of E-470
- A bridge over E-470 is required to create this connection
- E-38<sup>th</sup> at E-470 is also an interchange to E-470
- ARTA is responsible for the construction of the bridge, which is currently underway
- E-470 and COA have entered into similar IGAs to define maintenance responsibilities where infrastructure overlaps



# E. 38<sup>th</sup> Avenue Bridge & E-470

- E-470's maintenance responsibility includes:
  - Bridge,
  - Approach slabs,
  - Some retaining walls,
  - Guardrail,
  - On/off ramp pavement, signage and markings,
  - Fencing along E-470, and
  - Weed control of native vegetation



- COA's maintenance responsibility is 38<sup>th</sup> Avenue, including:
  - Pavement and sidewalks,
  - Type 9 concrete barrier and impact attenuators,
  - Snow and ice control, sweeping,
  - Pavement markings,
  - Traffic signals and luminaires,
  - Signage for 38<sup>th</sup>,
  - Weed control/mowing of native vegetation
- E. 38<sup>th</sup> Avenue would be a standard roadway maintenance obligation of the City, even if a bridge over E-470 wasn't required.

# E. 38<sup>th</sup> Avenue Bridge & E-470

- Typically, these IGAs are solely between E-470 and the City
- The Aurora Highlands (TAH CAB) desires enhanced aesthetic treatments, and is accepting maintenance responsibility for those items through this IGA
- TAH CAB's maintenance responsibility is for the following decorative features:
  - Specialty concrete sidewalk,
  - Median cover material,
  - Finish on parapet walls,
  - Fencing and railing,
  - Columns and pilasters,
  - Street lights and electrical circuits needed for lights (incl billing), and enhanced landscaping
- Functional items for maintenance include:
  - Detention pond and associated path



## QUESTIONS & DISCUSSION

Does the Council Policy Committee support moving forward the Resolution and the Intergovernmental Agreement between City of Aurora, E-470 Public Highway Authority, Community Authority Board Districts (CAB Districts), The Aurora Highlands Community Authority Board (TAH CAB) regarding the maintenance of 38th Avenue overlapping facilities to the next available Study Session?

**INTERGOVERNMENTAL AGREEMENT  
REGARDING  
MAINTENANCE OF 38<sup>th</sup> AVENUE INTERCHANGE**

**THIS INTERGOVERNMENTAL AGREEMENT REGARDING MAINTENANCE OF 38<sup>th</sup> AVENUE INTERCHANGE** (the “**Agreement**”) is made and entered into effective this \_\_\_\_\_ (the “**Effective Date**”), by and between the E-470 PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado (the “**Authority**”); THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (the “**TAH CAB**”); and the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (the “**City**”). The Authority, the TAH CAB, and the City may be collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

**RECITALS**

**WHEREAS**, the Authority, TAH CAB, and City, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const. Art. XIV, Section 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; and

**WHEREAS**, the Authority was created and organized pursuant to Sections 43-4-501, *et seq.*, C.R.S., for the purpose of financing the construction, operation, and/or maintenance of the E-470 Public Highway (“**E-470**”); and

**WHEREAS**, the City is a Colorado home rule municipal corporation, existing pursuant to and with the authority of Article XX of the Colorado Constitution and the Aurora Charter in the Counties of Adams, Arapahoe, and Douglas, Colorado; and

**WHEREAS**, the TAH CAB is a political subdivision and public corporation of the State of Colorado organized and existing pursuant to the powers and authority of Section 29-1-203.5, C.R.S., and the Third Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement dated December 22, 2022 (originally effective November 21, 2019, the “**TAH CAB Establishment Agreement**”); and

**WHEREAS**, the operation of E-470 by the Authority includes the maintenance of certain facilities that cross or intersect with City rights-of-way and the TAH CAB’s public improvements; and

**WHEREAS**, the operation of the City’s rights-of-way includes the maintenance of certain facilities that cross or intersect with E-470 and the TAH CAB’s public improvements; and

**WHEREAS**, the operation of the TAH CAB’s public improvements includes the maintenance of certain facilities that cross or intersect with E-470 and the City’s rights-of-way; and



**WHEREAS**, the Authority, the TAH CAB, and the City agree that it is in their mutual interest to identify their respective rights and obligations in and to the areas that cross or intersect E-470 at 38<sup>th</sup> Avenue interchange and the City rights-of-way all as reflected in **Exhibit A** attached hereto and incorporated herein (the “**Maintenance Area(s)**”), in order to avoid conflict and duplication of services, and to agree to the terms for maintaining the Maintenance Areas; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

### **AGREEMENT**

The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

#### **I. OWNERSHIP AND MAINTENANCE RESPONSIBILITY.**

**A.** The Authority, TAH CAB, and the City each agree to maintain infrastructure within the Maintenance Areas, as described and depicted in **Exhibit A**. The infrastructure shown in Exhibit A as being maintained by the Authority shall be referred to herein as the “**Authority Improvements.**” The infrastructure shown in Exhibit A as being maintained by the TAH CAB shall be referred to herein as the “**CAB Improvements.**” The infrastructure shown in Exhibit A as being maintained by the City shall be referred to herein as the “**City Improvements.**” The Authority Improvements, CAB Improvements, and City Improvements are collectively referred to herein as the “**Improvements.**”

**B.** Each Party shall be responsible, at its sole cost and expense, for obtaining any and all required approvals and permits associated with the maintenance obligations set forth in **Exhibit A** from all applicable local, state and federal governments, including the City and Authority for any maintenance which occurs on either City or Authority property or which, in the Authority’s sole discretion, has the potential to impact traffic on E-470.

**C.** The Authority has contracted for the construction of the Improvements under the Authority’s contract with Kiewit Infrastructure Co. (“**Kiewit**”), Contract No. EN-21,CMGC-1 (the “**Widening Contract**”). The Authority will provide notice to the TAH CAB and the City when the Authority grants both initial acceptance (“**Initial Acceptance**”) and final acceptance (“**Final Acceptance**”) for the Improvements under the Widening Contract.

**D.** The Parties’ obligation to begin performing maintenance for their respective portions of the Maintenance Areas will commence upon the Authority’s Initial Acceptance of the Improvements under the Widening Contract.

**E.** Upon the Authority’s Final Acceptance of the Improvements under the Widening Contract, the Authority will be deemed to have dedicated the City Improvements to the City for perpetual ownership and maintenance thereof.

## II. MAINTENANCE STANDARDS.

A. Following Initial Acceptance, the parties will maintain the Authority Improvements, CAB Improvement, and City Improvements, respectively.

B. The Authority will maintain the Authority Improvements, at the Authority's sole cost and expense, according to the Authority's general standards for similar improvements.

C. The City will maintain the City Improvements, at the City's sole cost and expense, according to the City's general standards for similar improvements.

D. Except as otherwise required by Section II.G below, the TAH CAB will maintain the CAB Improvements, at the TAH CAB's sole cost and expense, according to the TAH CAB general standards for similar improvements.

E. Should the Authority or City, in their reasonable discretion, determine the TAH CAB maintenance, or lack thereof, does not comport with the TAH CAB's maintenance obligations, the Authority or City shall provide the TAH CAB a written notice that identifies the Authority's or City's specific concerns. If the Authority's or City's concerns are not remedied to the notifying Party's reasonable satisfaction within ten (10) business days (or such longer time as the Parties may agree to in writing), the Authority or City may cause the maintenance to be performed with reimbursement from the Escrow Funds (defined below) in the Project Account following which the TAH CAB will have the obligation to replenish the Escrow Funds in the full amount of the maintenance costs incurred by the Authority and or City within thirty (30) days of the payment of those amounts from the Project Account.

F. Each Party shall provide the other Parties contact information for any maintenance contractor(s) anticipated to perform maintenance work on the Improvements within ten (10) calendar days of entering into any such contract. In the event of any change in contact information or contractor, the contracting Party shall notify the other Parties of the change within ten (10) calendar days thereof.

G. All Parties and contractors performing maintenance with respect to the Maintenance Areas shall be required to comply with Colorado Department of Transportation's specifications, including, but not limited to, the (1) CDOT Standard Specifications for Road and Bridge Construction (latest edition); (2) CDOT M&S Standard Plans and Specification Standards (latest edition); and (3) CDOT Safety Manual (latest edition) as they may apply to the maintenance work to be performed. Improvements containing storm water elements, including, but not limited to, detention ponds, water quality ponds, and drainage areas, shall be maintained to the standards of the Mile High Flood District, Aurora Water, or such other applicable stormwater oversight jurisdiction.

H. Under the Widening Contract, Kiewit is obligated to warrant the Improvements for a period of one (1) year from the date the Authority grants Final Acceptance (the "**Warranty Period**"). If, during the Warranty Period, either the TAH CAB or the City become aware of any defects in connection with the CAB Improvements or City Improvements, respectively, the TAH CAB and the City agree to immediately notify the Authority of such defects to permit the Authority

to initiate warranty proceedings to address the same.

**I.** No Party shall cause or permit any Dangerous Condition arising from its performance of the operation and maintenance obligations assigned to it by this Agreement. In particular, the City shall conduct its snowplowing operations on the bridge structure to avoid causing snow to be swept off of the bridge structure and deposited onto E-470. No Party shall cause or permit any Dangerous Condition in any area for which it has responsibility under this Agreement. “Dangerous Condition” means a “dangerous condition” as defined and described in the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as may be hereafter amended.

**J.** Each Party shall take due care to avoid damage to the other Parties’ facilities in the performance of the maintenance activities for which it is responsible under this Agreement. Should any damage to a Party’s facilities occur as a result of another Party’s (or its contractor’s) maintenance activities, the Party responsible for the damage shall reimburse the damaged Party for the costs to repair the damage within thirty (30) calendar days of receipt of an invoice therefor. The Parties agree to cooperate with respect to pursuit of third-party insurance claims and/or restitution.

**III. NO INTERCHANGE MODIFICATIONS.** Neither the City nor the TAH CAB may make changes to the City Improvements or the CAB Improvements, respectively, which the Authority determines, in its sole discretion, may have structural or traffic impacts to E-470, including, but not limited to changes to the bridge or any connecting facilities, without the Authority’s prior written approval, which may be granted or withheld in the Authority’s sole discretion. Except as set forth herein, the Authority is not hereby granted review or approval authority in the planning, design, or construction of public improvements by the City or the TAH CAB.

#### **IV. TAH CAB FUNDING FOR MAINTENANCE OF CAB IMPROVEMENTS.**

**A.** Each Party will annually provide to the other Parties a final adopted budget reflecting the appropriation of funds to perform the TAH CAB maintenance, Authority maintenance, and City maintenance hereunder, respectively, in the ensuing year, subject to annual appropriation as set forth in Section IX.P below.

**B.** The TAH CAB shall within thirty (30) days of the execution of this Agreement deposit the sum of Fifty Thousand Dollars (\$50,000.00) (plus any interest accruing thereon and subject to replenishment per Section II.E above, the “**Escrow Funds**”) into a deposit account with the Authority (the “**Project Account**”). The Project Account shall be a designated and segregated Authority account placed with a state bank, national bank, or state or federal savings and loan association in Colorado that is, at the time the deposit is made, a member of the Federal Deposit Insurance Corporation or its successor to the extent that the deposit is insured by the Federal Deposit Insurance Corporation, to be used solely for the purpose of paying out the Escrow Funds in accordance with the terms of this Agreement. The Parties shall have the ability to use the Escrow Funds as follows:

1. The Authority and/or City may withdraw the Escrow Funds in the event the TAH CAB fails to appropriate funds for the ensuing year’s maintenance in its final adopted budget, in which case this Agreement shall automatically terminate, and the

Authority and City shall be entitled to withdraw the full amount of all Escrow Funds then on deposit in the Project Account;

2. The Authority and/or City may withdraw Escrow Funds in the amount of the Authority and/or City's actual costs of maintenance in the event the TAH CAB fails to perform maintenance as required under this Agreement that the Authority or City perform pursuant to Section II.E above, which shall require the TAH CAB replenish the Project Account in that amount in accordance with Section II.E;
3. The TAH CAB may withdraw the Replacement Amount (defined below) in accordance with Section IV.C below;
4. The TAH CAB may withdraw the full amount of the Escrow Funds at such time as this Agreement is terminated when the bridge at the 38<sup>th</sup> Avenue Interchange is removed or replaced (the "**Bridge Replacement**");
5. The Authority and City may withdraw the full amount of the Escrow Funds and terminate this Agreement if the Escrow Funds are not replenished in accordance with Section II.E; and

C. So long as the TAH CAB is not in default hereunder, if the TAH CAB can demonstrate, via independent cost estimation, to the Authority and City's satisfaction, that the amount of the Escrow Funds held in the Project Account is greater than 1.5 times the cost of replacement of the CAB Improvements (the "**Replacement Amount**"), the TAH CAB shall be entitled to withdraw that portion of the Escrow Funds from the Project Account in excess of the Replacement Amount. The Authority and City may elect to have their own independent cost estimations performed to support their determinations as to whether the proposed Replacement Amount is satisfactory. In the event of a dispute between the TAH CAB's and the Authority or City's cost estimates, the Parties may agree to engage a mutually acceptable third party to resolve the dispute and finally determine the Replacement Amount. For the avoidance of doubt, all other funds in the Project Account other than the Replacement Amount shall remain in the Project Account until the Bridge Replacement.

D. The Authority may withdraw funds from the Project Account only in the amounts and for the purposes set forth in this Agreement by providing notice to the other two Parties in writing of the amount of the withdrawal, including invoice documentation supporting the amount of the funds to be withdrawn. The City and TAH CAB may withdraw funds from the Project Account only for the purposes set forth in this Agreement by submitting notice to the Authority of the request for withdrawal and including invoice and/or other necessary documentation supporting the amount of the funds to be withdrawn. In the event this Agreement is terminated as set forth in Sections IV(B)(1) or IV(B)(5) above, the Authority and City shall determine between them the amount of the Escrow Funds each Party is entitled to receive based on the percentage of the Improvements each Party is responsible to operate and maintain.

E. The Authority will annually provide account statements for the Project Account to the TAH CAB and the City.

**V. ACCESS RESTRICTION.** The City and the TAH CAB shall not at any time access the Maintenance Areas from the E-470 roadway, in its current configuration or as it may in the future be expanded, or from multi-use-easement or other Authority-owned property, except in those instances where the Authority has given prior written approval or during an emergency involving a significant and imminent threat to life or to the public health or safety.

**VI. INSURANCE.**

**A.** The Authority shall provide the following coverages:

1. Commercial General Liability Insurance. The Authority shall provide commercial general liability insurance for claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use, and including contractual liability, products, and completed operations coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) general aggregate.

2. Workers' Compensation or Employers' Liability Insurance. The Authority shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the Authority shall provide proof of Employers' Liability Insurance with limits as follows: One Million Dollars (\$1,000,000) bodily injury each accident, One Million Dollars (\$1,000,000) bodily injury each disease, One Million Dollars (\$1,000,000) bodily injury disease aggregate.

3. Certificates of Insurance. Upon the execution of this Agreement, the Authority shall provide certificates of insurance to the City and the TAH CAB demonstrating that the required coverages are in effect. The Authority agrees that the required coverages will not be reduced, canceled, non-renewed, or materially changed without thirty (30) calendar days' prior written notice to the City and the TAH CAB. The Authority shall be responsible for providing updated insurance certificates from its respective insurance carriers and forwarding the replacement certificates to the City and the TAH CAB within thirty (30) calendar days of the expiration date of any previously delivered certificate.

4. All required insurance shall include a waiver of subrogation in favor of the City and the District.

**B.** The City shall provide the following coverages:

1. Commercial General Liability Insurance. The City shall provide commercial general liability insurance for claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use, and including contractual liability, products, and completed operations coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) general aggregate.

2. Workers' Compensation or Employers' Liability Insurance. The City shall provide proof of workers' compensation coverage with limits as required by the laws of the State

of Colorado. Additionally, the City shall provide proof of Employers' Liability Insurance with limits as follows: One Million Dollars (\$1,000,000) bodily injury each accident, One Million Dollars (\$1,000,000) bodily injury each disease, One Million Dollars (\$1,000,000) bodily injury disease aggregate.

3. Certificates of Insurance. Upon the execution of this Agreement, the City shall provide certificates of insurance to the Authority demonstrating that the required coverages are in effect. The City agrees that the required coverages will not be reduced, canceled, non-renewed, or materially changed without thirty (30) calendar days' prior written notice to the Authority. The City shall be responsible for providing updated insurance certificates from its respective insurance carriers and forwarding the replacement certificates to the Authority within thirty (30) calendar days of the expiration date of any previously delivered certificate.

4. All required insurance shall include a waiver of subrogation in favor of the Authority and the District.

C. The TAH CAB shall provide the following coverages:

1. Commercial General Liability Insurance. The TAH CAB shall provide commercial general liability insurance for claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use, and including contractual liability, products, and completed operations coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) general aggregate.

2. Workers' Compensation or Employers' Liability Insurance. The TAH CAB shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the TAH CAB shall provide proof of Employers' Liability Insurance with limits as follows: One Million Dollars (\$1,000,000) bodily injury each accident, One Million Dollars (\$1,000,000) bodily injury each disease, One Million Dollars (\$1,000,000) bodily injury disease aggregate.

3. Certificates of Insurance. Upon the execution of this Agreement, the TAH CAB shall provide certificates of insurance to the Authority and City demonstrating that the required coverages are in effect. The TAH CAB agrees that the required coverages will not be reduced, canceled, non-renewed, or materially changed without thirty (30) calendar days prior written notice to the Authority and City. The TAH CAB shall be responsible for providing updated insurance certificates from its respective insurance carriers and forwarding the replacement certificates to the Authority and City within thirty (30) calendar days of the expiration date of any previously delivered certificate.

4. All required insurance shall include a waiver of subrogation in favor of the Authority and the City.

## VII. CONTRACTORS AND SUBCONTRACTORS.

A. The TAH CAB shall include in all contracts with any of its contractors or

subcontractors performing maintenance hereunder (collectively, the “**Contractor(s)**”) that the Contractors shall defend, indemnify, and hold the Authority and City harmless from any and all liability, loss, cost, damage, claim, or expense which the Authority and City may sustain or incur by reason of entry onto the Authority’s or City’s property or by reason of work or activities performed by the Contractor(s) or any of their subcontractors, material suppliers, employees, agents, or representatives in connection with the contract and/or the Contractors’ work.

**B.** The TAH CAB shall include in all contracts with any of its Contractors an obligation that the Contractors (1) obtain any and all permits required of the Authority and the City, in accordance with Section I.B hereof; and (2) obtain and maintain insurance, at the Contractors’ or the TAH CAB’s sole cost and expense, as required in the Authority-issued and City-issued permits, respectively.

**C.** The TAH CAB shall include in all contracts with any of its Contractors an obligation that the Authority and City shall be named as dual obligees via rider to any payment and performance bond for maintenance contracts in excess of Fifty Thousand Dollars (\$50,000).

**VIII. NOTICES.** Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party hereto, by the other Parties shall be in writing and shall be deemed duly served, given, or delivered when:

- (a) personally delivered to the Party to whom it is addressed;
- (b) sent by electronic mail to the individual designated to receive notice at the e-mail address below, provided that (1) the message includes a cross-reference to this Section of the Agreement and states that it serves as notice pursuant to this Agreement, and (2) notice is also provided in a timely manner by another method of physical delivery provided for in this Section;
- (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”); or
- (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”).

Such notice will be deemed given (i) when received, if delivered personally; (ii) if sent by electronic mail and physical delivery in accordance with (b) above, when the sender receives a “delivery receipt” or other response confirming delivery of such electronic mail; (iii) 4 days after deposit, if sent by US Mail; or (iv) the next business day after deposited with a Carrier during business hours on a business day.

All notices shall be delivered to the following addresses, or such other address as is provided by one Party to the others in accordance with this Section:

To the City: City of Aurora  
15151 E. Alameda Pkwy., 3<sup>rd</sup> Floor  
Aurora, CO 80012  
Attn: City Engineer  
Email: [hjohanse@auroragov.org](mailto:hjohanse@auroragov.org)

With a Copy to: Aurora City Attorney's Office  
15151 E. Alameda Pkwy., 5th Floor  
Aurora, CO 80012  
Attn: City Attorney

To the Authority E-470 Public Highway Authority  
Attention: Executive Director  
Administrative Headquarters Facility  
22470 East Stephen D. Parkway  
Aurora, CO 80018  
Email: [nthomson@e-470.com](mailto:nthomson@e-470.com)

With a Copy to: E-470 Public Highway Authority  
c/o Icenogle Seaver Pogue, P.C.  
4725 S. Monaco Street, Ste. 360  
Denver, CO 80237  
Attn: Tamara K. Seaver  
Email: [Tseaver@isp-law.com](mailto:Tseaver@isp-law.com)

To TAH CAB: The Aurora Highlands Community Authority Board  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Ste. 300  
Greenwood Village, CO 80111  
Attn: Denise Denslow

With a Copy to: The Aurora Highlands Community Authority Board  
c/o McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Email: [legalnotices@specialdistrictlaw.com](mailto:legalnotices@specialdistrictlaw.com)

Each Party may change its address for the purposes of notice by giving written notice of such change to the other Parties, in any manner above specified.

## **IX. MISCELLANEOUS.**

**A. Choice of Law.** This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, shall be governed by, and enforced in accordance with, the substantive and procedural laws of the State of



Colorado, including its statutes of limitations, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

**B. Venue and Jurisdiction.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the Adams County District of Colorado, which forum shall have sole and exclusive jurisdiction over any matters related to this Agreement.

**C. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

**D. No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

**E. Agreement Modification.** The Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the Parties.

**F. Counterpart Execution.** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.

**G. 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 Authority, the TAH CAB, or the City or their respective officials, employees, contractors, or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the Authority, the TAH CAB, or the City pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

**H. Nonassignability.** The Authority and City may assign their respective rights or delegate their duties hereunder without the prior written consent of the TAH CAB. The TAH CAB may not assign its rights or delegate its duties hereunder without the prior written consent of the Authority and the City.

**I. Payment of Tolls.** The City and the TAH CAB understand and agree that both the City and the TAH CAB, along with their respective subcontractors, vendors, and employees, shall pay all E-470 tolls incurred by them during the term of this Agreement.

**J. Runs with the Land.** The rights and responsibilities set forth in this Agreement are intended to be covenants with respect to the real property so indicated and are to run with the land.

**K. Binding Agreement.** The benefits and burdens of this Agreement shall inure to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the Parties.

**L. Rules of Construction.** For purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Agreement as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Sections and orders refer to the Sections of this Agreement and orders made pursuant to this Agreement, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

**M. Survival of Representations.** Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

**N. Nonseverability.** Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

**O. Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as near as possible give effect to any stricken portion(s).

**P. Appropriation.** Pursuant to Section 29-1-110, C.R.S., the financial obligations of the City, the TAH CAB, and the Authority contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

**Q. Time is of the Essence.** The performance of the obligations under this Agreement shall be undertaken and completed in accordance with this Agreement and in such sequence as to assure its expeditious completion in light of the purposes of this Agreement. It is agreed that time is of the essence in the performance of this Agreement.

**R. Recitals.** The recitals to this Agreement are incorporated herein by this reference.

**S. Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**T. Parties Interested Herein/No 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 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 provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other third parties. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**U. Breach and Enforcement.** It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms and conditions contained herein and that the failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado.

**V. Electronic Signatures.** The Parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, C.R.S., as may be amended from time to time. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

*[The remainder of this page intentionally left blank. Signatures on following pages.]*

**IN WITNESS WHEREOF**, this Agreement has been executed as of the day and year first written above.

**E-470 PUBLIC HIGHWAY AUTHORITY**

By: Neil Thomson  
Its: Interim Executive Director

DEPARTMENT APPROVAL:

\_\_\_\_\_  
Director of Engineering and Roadway Maintenance

FINANCE APPROVAL:

\_\_\_\_\_  
Director of Finance

APPROVED AS TO FORM:  
ICENOGLE SEAVER POGUE  
A Professional Corporation

\_\_\_\_\_  
General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: \_\_\_\_\_

**THE CITY OF AURORA, COLORADO**

---

Mike Coffman, Mayor

ATTEST:

---

Kadee Rodriguez, City Clerk

APPROVED AS TO LEGAL FORM:

---

Michelle Gardner, Sr. Assistant City Attorney

**THE AURORA HIGHLANDS COMMUNITY  
AUTHORITY BOARD**

\_\_\_\_\_  
\_\_\_\_\_ , \_\_\_\_\_

ATTEST:

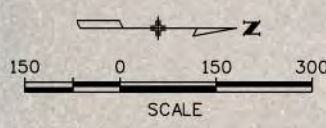
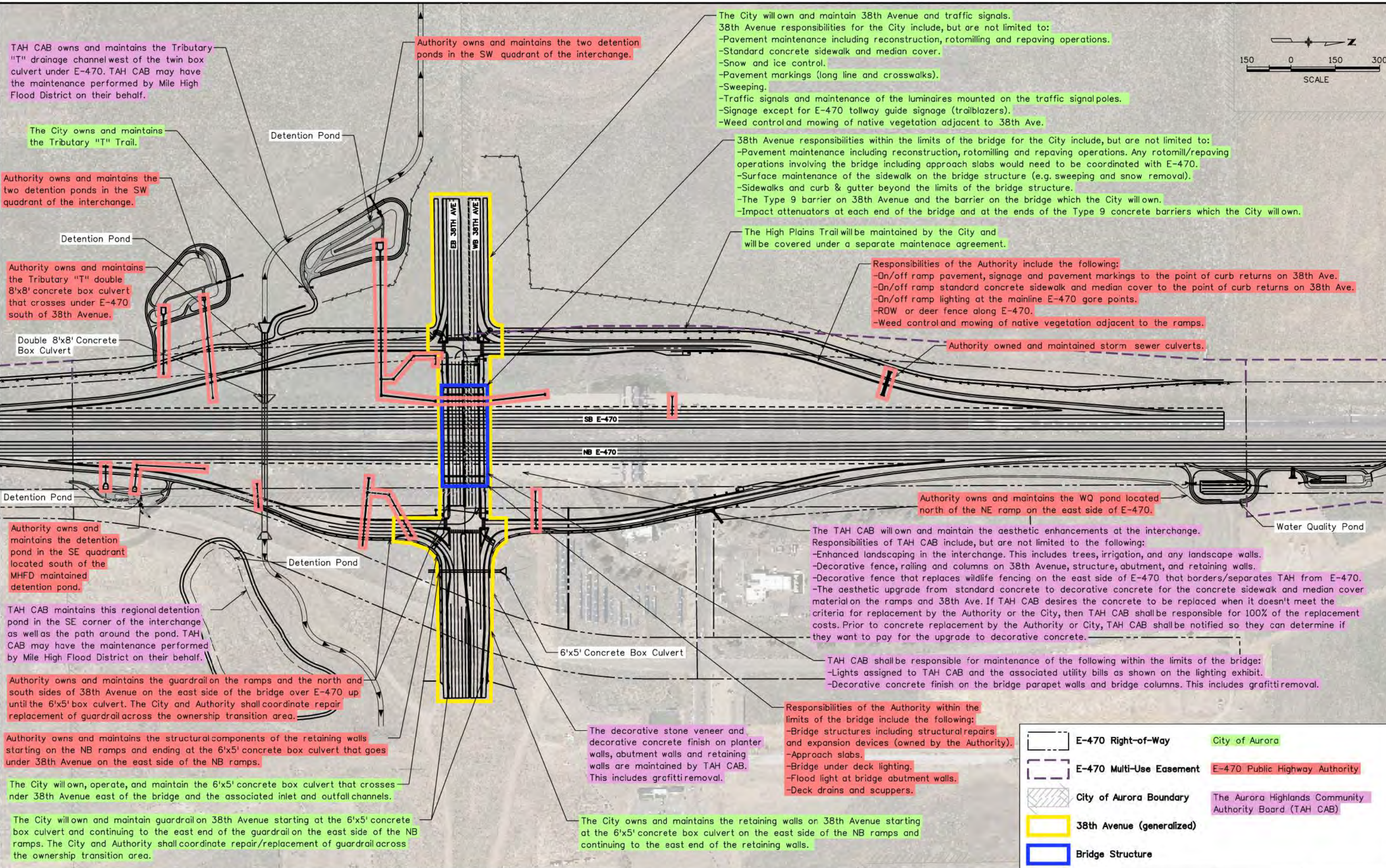
\_\_\_\_\_  
\_\_\_\_\_ , \_\_\_\_\_

**EXHIBIT A**

**Maintenance Areas**

PLOT DATE: 3/13/2024

FILE NAME: X:\AE\EF0UR171006\5-final-dsgn\38th\_IGA\_Graphic\E-470\_IGA\_Maint\_38th.dgn



TAH CAB owns and maintains the Tributary "T" drainage channel west of the twin box culvert under E-470. TAH CAB may have the maintenance performed by Mile High Flood District on their behalf.

The City owns and maintains the Tributary "T" Trail.

Authority owns and maintains the two detention ponds in the SW quadrant of the interchange.

Authority owns and maintains the Tributary "T" double 8'x8' concrete box culvert that crosses under E-470 south of 38th Avenue.

Double 8'x8' Concrete Box Culvert

Detention Pond

Authority owns and maintains the detention pond in the SE quadrant located south of the MHFD maintained detention pond.

TAH CAB maintains this regional detention pond in the SE corner of the interchange as well as the path around the pond. TAH CAB may have the maintenance performed by Mile High Flood District on their behalf.

Authority owns and maintains the guardrail on the ramps and the north and south sides of 38th Avenue on the east side of the bridge over E-470 up until the 6'x5' box culvert. The City and Authority shall coordinate repair/replacement of guardrail across the ownership transition area.

Authority owns and maintains the structural components of the retaining walls starting on the NB ramps and ending at the 6'x5' concrete box culvert that goes under 38th Avenue on the east side of the NB ramps.

The City will own, operate, and maintain the 6'x5' concrete box culvert that crosses under 38th Avenue east of the bridge and the associated inlet and outfall channels.

The City will own and maintain guardrail on 38th Avenue starting at the 6'x5' concrete box culvert and continuing to the east end of the guardrail on the east side of the NB ramps. The City and Authority shall coordinate repair/replacement of guardrail across the ownership transition area.

Authority owns and maintains the two detention ponds in the SW quadrant of the interchange.

The City will own and maintain 38th Avenue and traffic signals. 38th Avenue responsibilities for the City include, but are not limited to:  
 -Pavement maintenance including reconstruction, rotomilling and repaving operations.  
 -Standard concrete sidewalk and median cover.  
 -Snow and ice control.  
 -Pavement markings (long line and crosswalks).  
 -Sweeping.  
 -Traffic signals and maintenance of the luminaires mounted on the traffic signal poles.  
 -Signage except for E-470 tollway guide signage (trailblazers).  
 -Weed control and mowing of native vegetation adjacent to 38th Ave.

38th Avenue responsibilities within the limits of the bridge for the City include, but are not limited to:  
 -Pavement maintenance including reconstruction, rotomilling and repaving operations. Any rotomill/repaving operations involving the bridge including approach slabs would need to be coordinated with E-470.  
 -Surface maintenance of the sidewalk on the bridge structure (e.g. sweeping and snow removal).  
 -Sidewalks and curb & gutter beyond the limits of the bridge structure.  
 -The Type 9 barrier on 38th Avenue and the barrier on the bridge which the City will own.  
 -Impact attenuators at each end of the bridge and at the ends of the Type 9 concrete barriers which the City will own.

The High Plains Trail will be maintained by the City and will be covered under a separate maintenance agreement.

Responsibilities of the Authority include the following:  
 -On/off ramp pavement, signage and pavement markings to the point of curb returns on 38th Ave.  
 -On/off ramp standard concrete sidewalk and median cover to the point of curb returns on 38th Ave.  
 -On/off ramp lighting at the mainline E-470 gore points.  
 -ROW or deer fence along E-470.  
 -Weed control and mowing of native vegetation adjacent to the ramps.

Authority owned and maintained storm sewer culverts.

Authority owns and maintains the WQ pond located north of the NE ramp on the east side of E-470.

Water Quality Pond

The TAH CAB will own and maintain the aesthetic enhancements at the interchange. Responsibilities of TAH CAB include, but are not limited to the following:  
 -Enhanced landscaping in the interchange. This includes trees, irrigation, and any landscape walls.  
 -Decorative fence, railing and columns on 38th Avenue, structure, abutment, and retaining walls.  
 -Decorative fence that replaces wildlife fencing on the east side of E-470 that borders/separates TAH from E-470.  
 -The aesthetic upgrade from standard concrete to decorative concrete for the concrete sidewalk and median cover material on the ramps and 38th Ave. If TAH CAB desires the concrete to be replaced when it doesn't meet the criteria for replacement by the Authority or the City, then TAH CAB shall be responsible for 100% of the replacement costs. Prior to concrete replacement by the Authority or City, TAH CAB shall be notified so they can determine if they want to pay for the upgrade to decorative concrete.

TAH CAB shall be responsible for maintenance of the following within the limits of the bridge:  
 -Lights assigned to TAH CAB and the associated utility bills as shown on the lighting exhibit.  
 -Decorative concrete finish on the bridge parapet walls and bridge columns. This includes graffiti removal.

Responsibilities of the Authority within the limits of the bridge include the following:  
 -Bridge structures including structural repairs and expansion devices (owned by the Authority).  
 -Approach slabs.  
 -Bridge under deck lighting.  
 -Flood light at bridge abutment walls.  
 -Deck drains and scuppers.

The decorative stone veneer and decorative concrete finish on planter walls, abutment walls and retaining walls are maintained by TAH CAB. This includes graffiti removal.

The City owns and maintains the retaining walls on 38th Avenue starting at the 6'x5' concrete box culvert on the east side of the NB ramps and continuing to the east end of the retaining walls.

	E-470 Right-of-Way	City of Aurora
	E-470 Multi-Use Easement	E-470 Public Highway Authority
	City of Aurora Boundary	The Aurora Highlands Community Authority Board (TAH CAB)
	38th Avenue (generalized)	
	Bridge Structure	

ISSUE RECORD

NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE	DATE



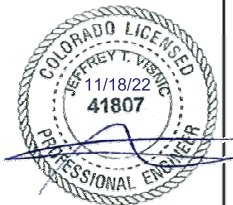
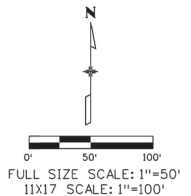
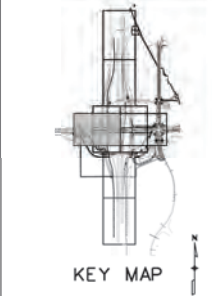
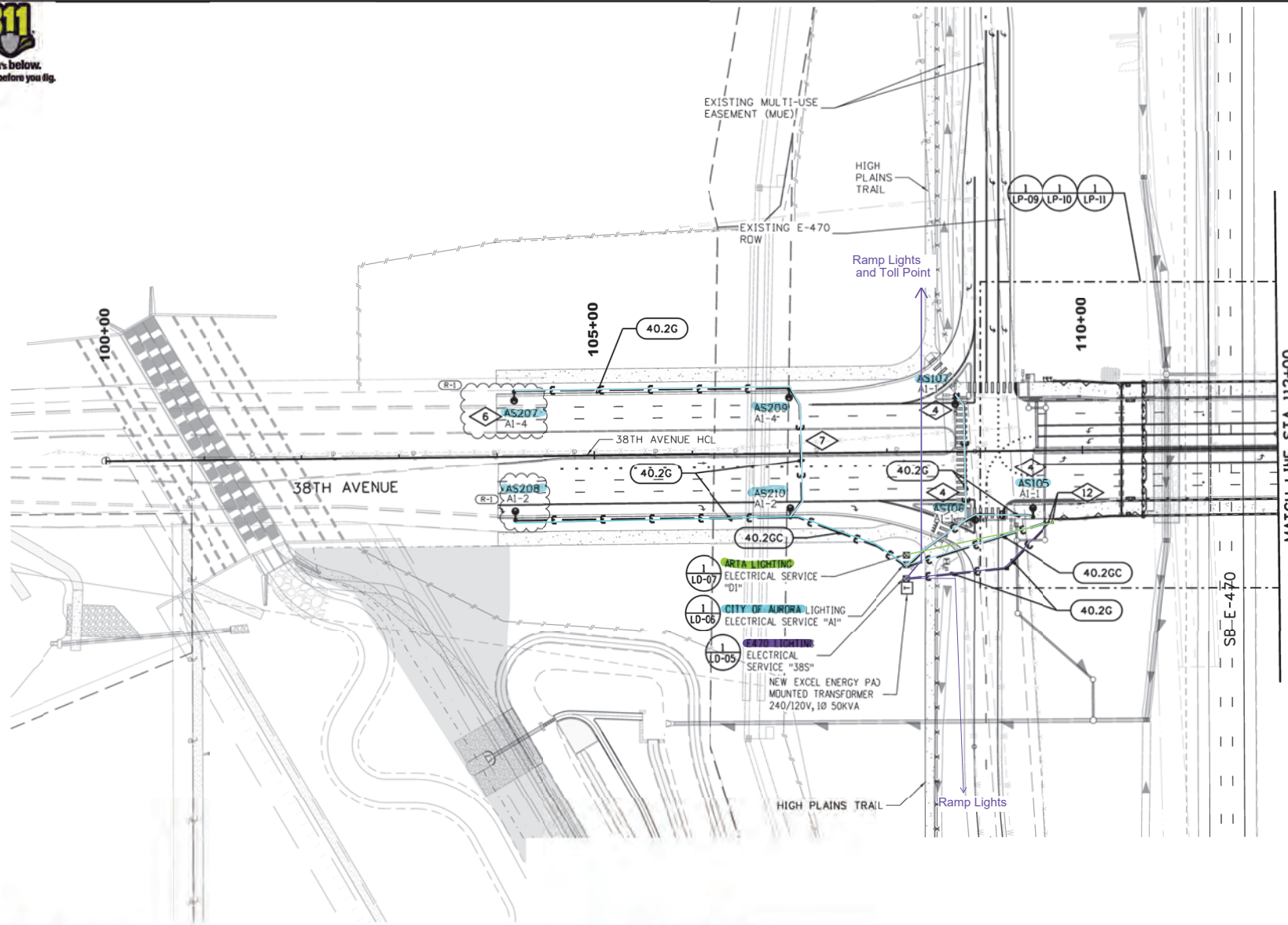
38TH AVENUE & E-470 INTERCHANGE  
 IGA MAINTENANCE

ISSUED DATE:	ORIGINAL E-470 CONTRACT NO.	SHEET NUMBER
STRUCTURE NUMBER:		300 150





Know what's below.  
Call before you dig.



ISSUE RECORD					
NO.	BY	PURPOSE	DATE	NO.	BY
(R-1)	GJA	35 FOOT LIGHTPOLES	11/18/22		

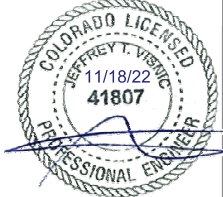
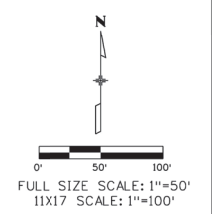
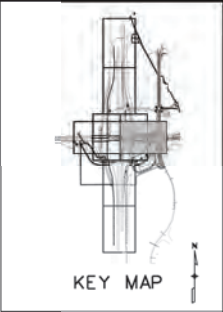
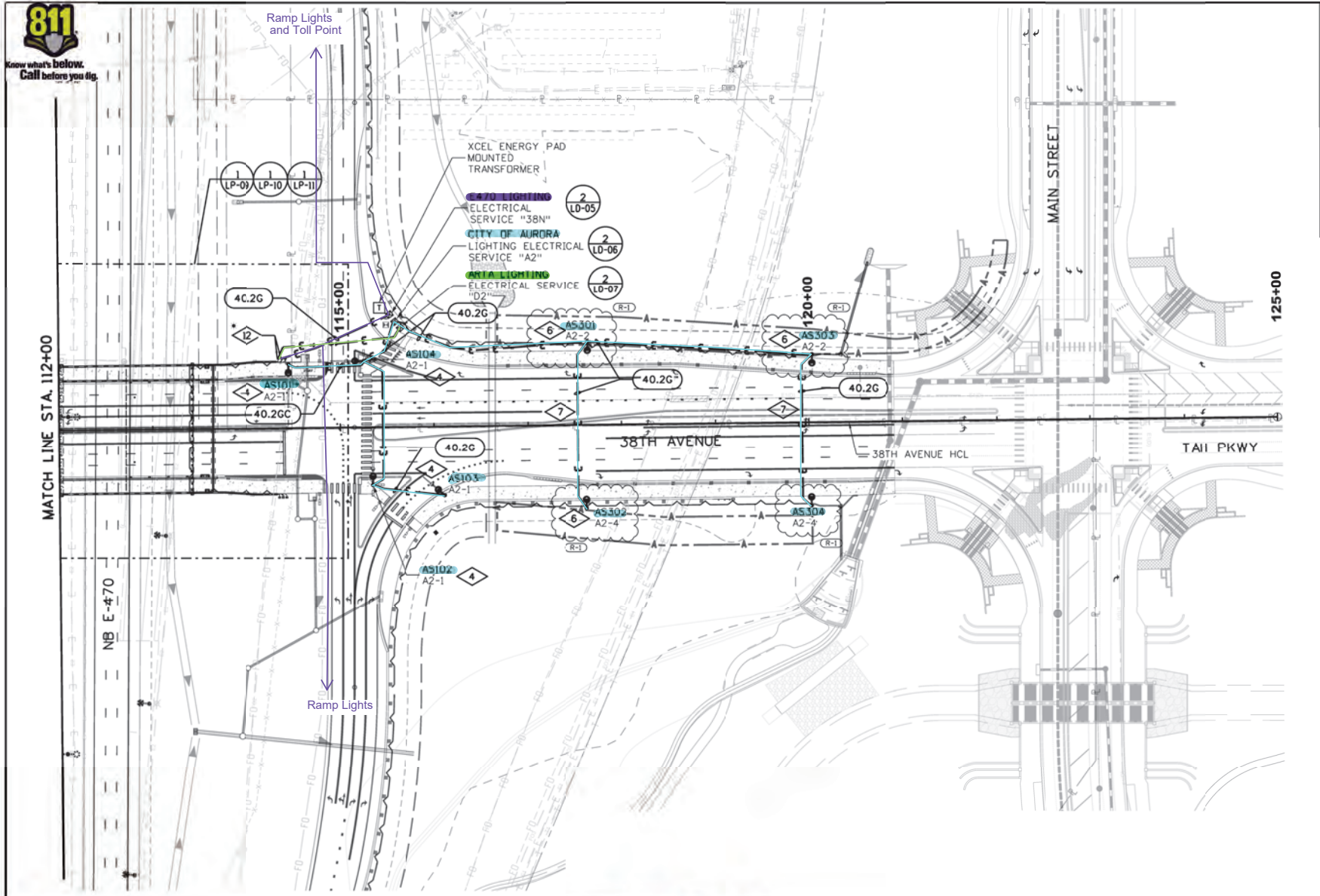


LIGHTING PLANS  
38TH AVENUE  
E-470 & 38TH AVENUE INTERCHANGE: PACKAGE A-3

DESIGNED BY: KAT	SHEET SUBSET NUMBER: LP-07	SUBMITTAL DATE: JULY 29, 2022	CONTRACT NUMBER	SHEET NUMBER
DRAFTED BY: ART		STRUCTURE NUMBER:		395
CHECKED BY: KAT				



Know what's below.  
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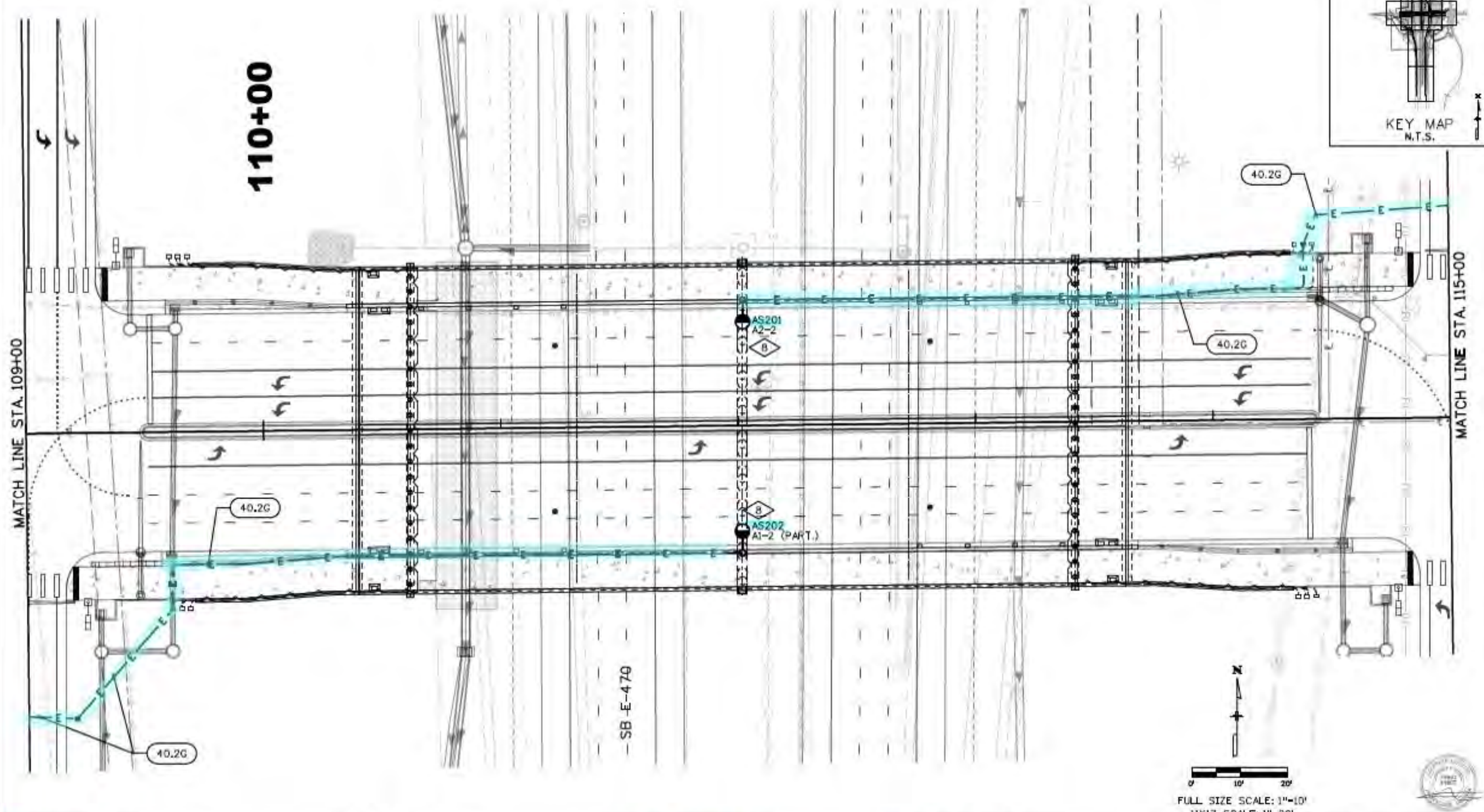


ISSUE RECORD			
NO.	BY	PURPOSE	DATE
(R-1)	GJA	35 FOOT LIGHTPOLES	11/18/22



LIGHTING PLANS  
38TH AVENUE  
E-470 & 38TH AVENUE INTERCHANGE: PACKAGE A-3

DESIGNED BY: KAT	SHEET SUBSET NUMBER: LP-08	SUBMITTAL DATE: JULY 29, 2022	CONTRACT NUMBER	SHEET NUMBER: 396
DRAFTED BY: ART		STRUCTURE NUMBER:		
CHECKED BY: KAT				



ISSUE RECORD						
NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE



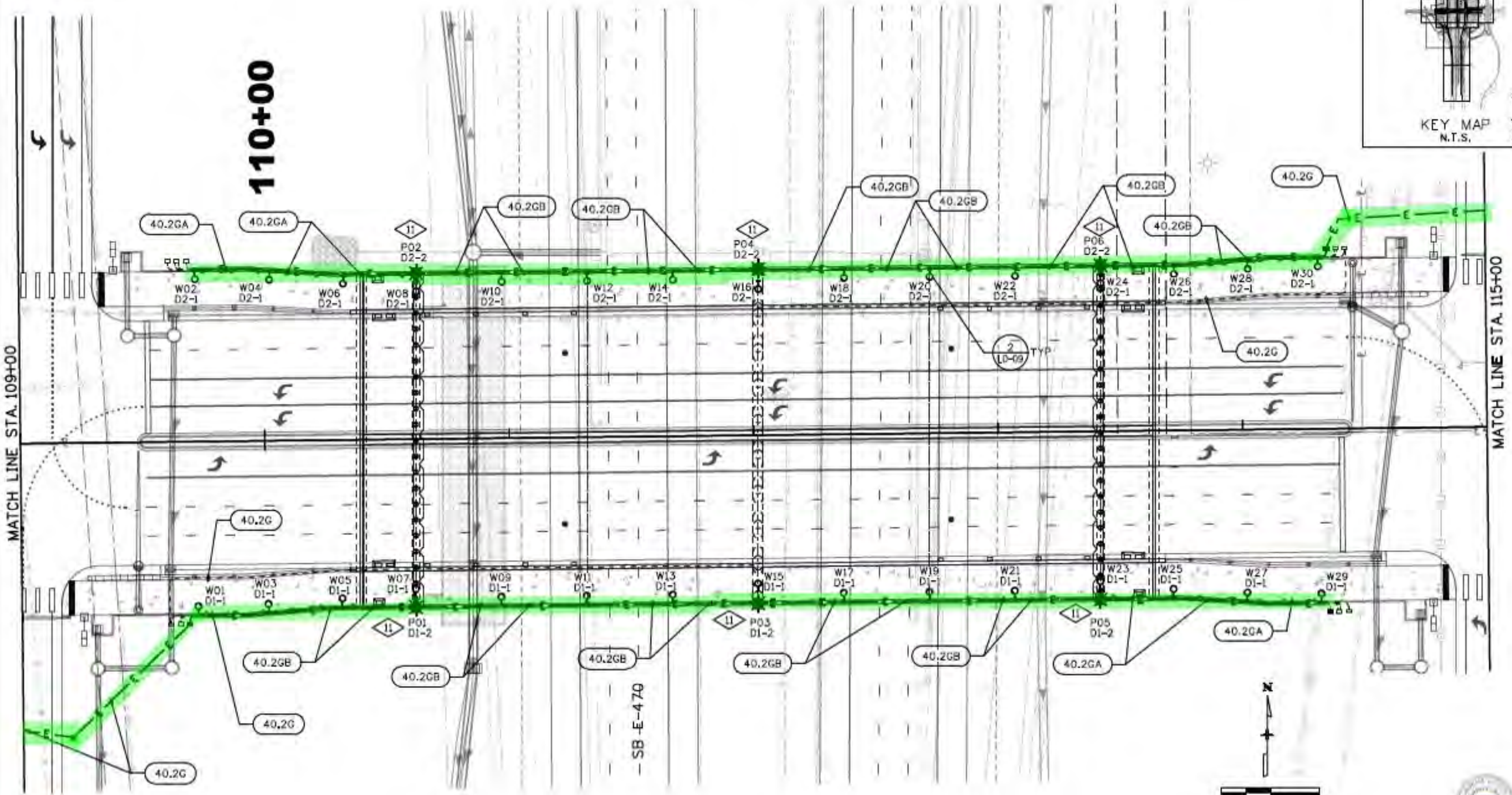
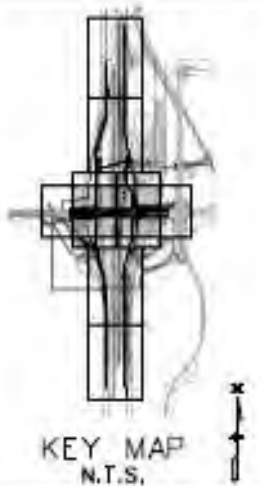
ENLARGED LIGHTING PLAN  
38TH AVE OVERPASS  
CITY OF AURORA  
E-470 & 38TH AVENUE INTERCHANGE: PACKAGE A-3

DESIGNED BY: KAT	SHEET SUBSET NUMBER: LP-09	SUBMITTAL DATE: JULY 29, 2022	CONTRACT NUMBER:	SHEET NUMBER: 397
DRAFTED BY: ART		STRUCTURE NUMBER:		
CHECKED BY: KAT				





Know what's below.  
Call before you dig.

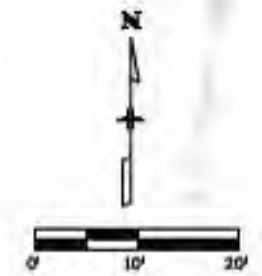


MATCH LINE STA. 109+00

110+00

MATCH LINE STA. 115+00

- SB E-470



FULL SIZE SCALE: 1"=10'  
11X17 SCALE: 1"=20'



ISSUE RECORD						
NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE



ENLARGED LIGHTING PLAN  
38TH AVE OVERPASS  
E-470 & 38TH AVENUE INTERCHANGE: PACKAGE A-3

DESIGNED BY: KAT  
DRAFTED BY: ART  
CHECKED BY: KAT

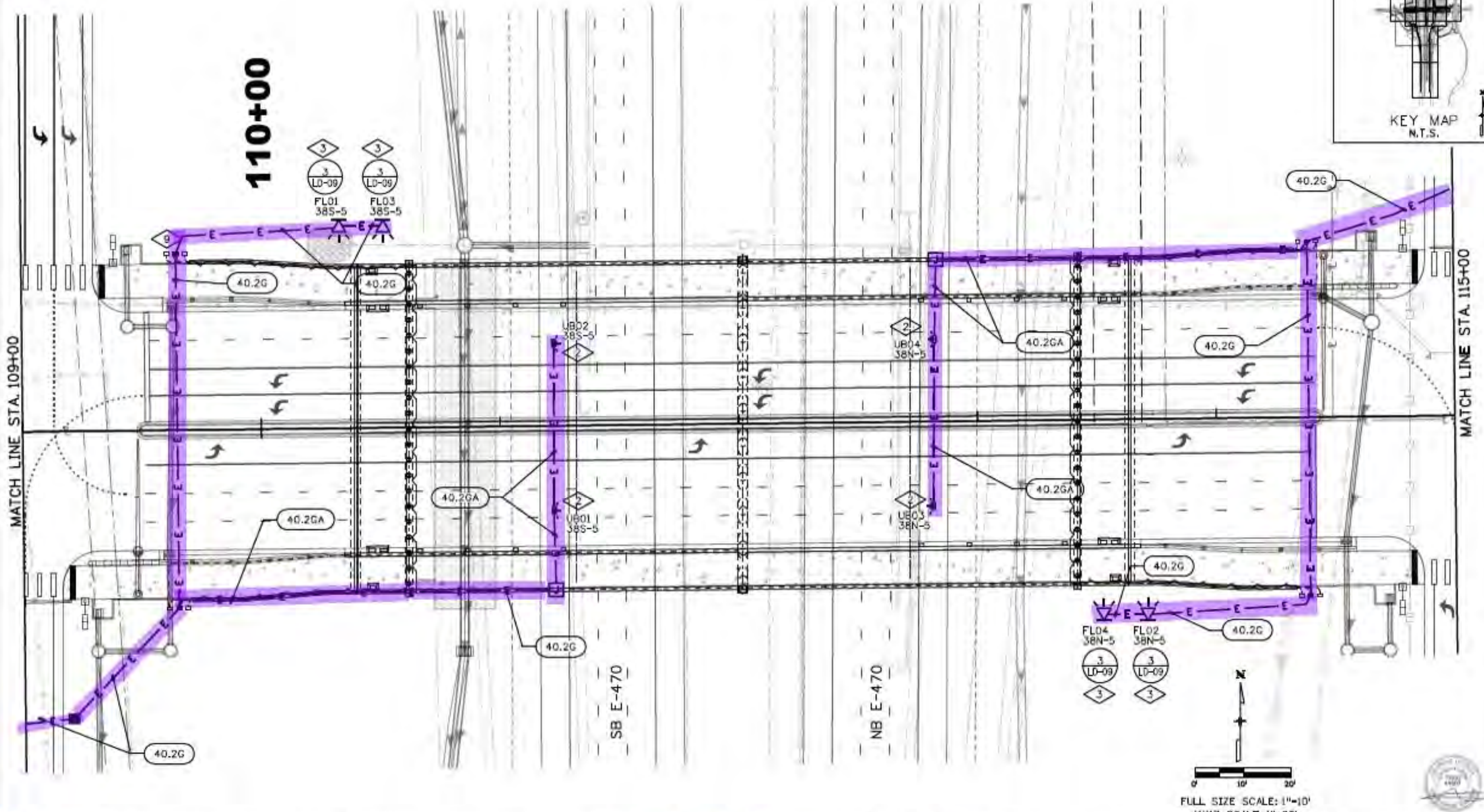
SHEET SUBSET NUMBER: LP-10  
SUBMITTAL DATE: JULY 29, 2022  
STRUCTURE NUMBER:

CONTRACT NUMBER: 154  
SHEET NUMBER: 398



Know what's below.  
Call before you dig.

LIGHTING AND ELECTRICAL SHOWN NOT FOR CITY OF AURORA REVIEW



ISSUE RECORD						
NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE



ENLARGED LIGHTING PLAN  
38TH AVE OVERPASS  
E-470 & 38TH AVENUE INTERCHANGE: PACKAGE A-3

DESIGNED BY: KAT  
DRAWN BY: ART  
CHECKED BY: KAT

SHEET SUBSET NUMBER  
LP-11

SUBMITTAL DATE:  
JULY 29, 2022

STRUCTURE NUMBER:

CONTRACT NUMBER

SHEET NUMBER  
399





# CITY OF AURORA

## Council Agenda Item Continuation Page

<b>Item Title:</b> Continuation page - Colorado Freedom Memorial and Visitors Center – Concession Agreement
<b>Item Initiator:</b> Brooke Bell Director of Parks and Open Space
<b>Staff Source:</b> Brooke Bell Director of Parks and Opens Space
<b>Legal Source:</b> Michelle Gardner, Sr. Assistant City Attorney
<b>Outside Speaker:</b> Rick Crandall, Executive Director Colorado Freedom Memorial Foundation
<b>Date of Change:</b> 5/9/2024

### COUNCIL MEETING DATES:

**Study Session:** 5/6/2024

**Regular Meeting:** 5/20/2024

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### ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

Request for Waiver of Reconsideration is included due to timing of CFMF's project.

RESOLUTION NO. R2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE AMENDED AND RESTATED CONCESSION AGREEMENT  
REGARDING THE COLORADO FREEDOM MEMORIAL (CFM) AND VISITORS  
CENTER IN MEMORIAL PARK

WHEREAS, the City of Aurora (“City”) and the Colorado Freedom Memorial Foundation (“Foundation”) previously entered into the Concession Agreement dated November 8, 2012, for the right to construct and maintain the Colorado Freedom Memorial monument in the Springhill Community Park; and

WHEREAS, the City and the Foundation entered into the First Amendment to Concession Agreement dated August 17, 2022, approved by Resolution R2022-72, to include the Gold Star Families Memorial Monument installed near the Colorado Freedom Memorial monument in Springhill Community Park; and

WHEREAS, through Resolution 2023-74, the City Council approved the renaming of a portion of Springhill Park, where the Colorado Freedom Memorial is located, to be called Memorial Park; and

WHEREAS, Memorial Park is the site for the proposed construction of a new visitors and education center to be operated and maintained by the Foundation pursuant to the terms of the Amended and Restated Concession Agreement; and

WHEREAS, the City and the Foundation desire to replace the original Concession Agreement and the First Amendment to Concession Agreement, in their entirety, with the Amended and Restated Concession Agreement presented to City Council, to include all of the constructed memorials, and the new visitors and education center (“Visitors Center”), located within Memorial Park; and

WHEREAS, the City and the Foundation desire, by the Amended and Restated Concession Agreement, to continue furthering the goals previously established and recognized by the City and the Foundation; and

WHEREAS, pursuant to the Policy on Memorials on City Property dated April 18, 2016, approved by Resolution R2016-27, the City Council has the authority to approve requests for memorials on City property, and a two-thirds supermajority vote of support by Council is required each time a request for a proposed memorial is before Council; and

WHEREAS, City Code Section 2-62(c) provides that except as otherwise expressly provided for by the Charter or the Code, the City Manager shall have the power to approve and execute all contracts and agreements on behalf of the City.

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

Section 1. The Amended and Restated Concession Agreement regarding the Colorado Freedom Memorial and Visitors Center in Memorial Park is hereby approved.

Section 2. The City Manager and the City Clerk are hereby authorized to execute the Amended and Restated Colorado Freedom Memorial Concession Agreement in substantially

the form presented at this meeting with such technical additions, deletions and variations as may be deemed necessary or appropriate by the City Attorney.

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

Section 4. This resolution shall take effect immediately and without reconsideration.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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MIKE COFFMAN, Mayor

ATTEST:

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KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

*Michelle Gardner*  
\_\_\_\_\_  
MICHELLE GARDNER, Sr. Assistant City Attorney





# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Colorado Freedom Memorial and Visitors Center – Concession Agreement (Resolution)
<b>Item Initiator:</b> Nicole Ankeney, PROS Mgr. of PROS Planning, Design & Construction
<b>Staff Source/Legal Source:</b> Nicole Ankeney, PROS Mgr. of PROS Planning, Design & Const / Michelle Gardner, Assistant Attorney Civil Senior
<b>Outside Speaker:</b> Rick Crandall, Executive Director Colorado Freedom Memorial Foundation
<b>Council Goal:</b> 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:** 5/6/2024

**Regular Meeting:** 5/20/2024

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

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

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

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

Nicole Ankeney, Planning, Design and Construction Manager, Parks, Recreation and Open Space /  
Michelle Gardner, Senior Assistant City Attorney  
Outside Speaker: Rick Crandall, Executive Director Colorado Freedom Memorial Foundation

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Parks, Foundations & Quality of Life

**Policy Committee Date:** 4/25/2024

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval   | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Minutes Not Available       |
| <input checked="" type="checkbox"/> Minutes Attached      |  |

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**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 Colorado Freedom Memorial at Memorial Park is a memorial that honors Coloradans killed or missing in action, those who gave their lives in the service to their country. The memorial site is operated under a Concession Agreement with the Colorado Freedom Memorial Foundation, Inc. The addition of a visitor and education center to the site is a new concept proposed by the Foundation.

November 08, 2012 – City Council – Execution of the Concession Agreement between the Colorado Freedom Memorial Foundation and the city of Aurora.

July 17, 2020 – Execution of the First Amendment of the Concession Agreement between the Colorado Freedom Memorial Foundation and the city of Aurora.

July 28, 2022 – Parks, Foundations and Quality of Life – Project Introduction – Though no action was required, general support was received, and future updates requested.

August 3, 2022 – Parks and Recreation Advisory Board – Project Introduction

August 25, 2022 - Parks, Foundations and Quality of Life – Project Update

January 23, 2023 – Study Session – Proposal to support a resolution for the visitor and education center with the Colorado Freedom Memorial Foundation.

January 30, 2023 – City Council – Passage of Resolution R2023-10, **supporting the “Colorado Freedom Memorial Foundation’s goals and the construction of the Colorado Freedom Memorial Center in Springhill Community Park, and authorize staff to continue to collaborate with the Colorado Freedom Memorial Foundation in adherence to City Codes and policies.”**

May 3, 2023 - Parks and Recreation Advisory Board – Approved renaming of southern portion of Springhill Park to Memorial Park to move forward to City Council.

May 25<sup>th</sup>, 2023 - Parks, Foundations and Quality of Life - Approved renaming of southern portion of Springhill Park to Memorial Park to move forward to City Council.

July 10<sup>th</sup>, 2023 – Study Session - Approved renaming of southern portion of Springhill Park to Memorial Park to move forward to City Council.

July 17<sup>th</sup>, 2023 – City Council - Approved renaming of southern portion of Springhill Park to Memorial Park to move forward to City Council.

September 27<sup>th</sup>, 2023 – Planning and Zoning Commission – Approved Colorado Freedom Memorial Visitor Center - Conditional Use for a Visitor Center in Parks and Open Space.

November 30<sup>th</sup>, 2023 – Parks, Foundations and Quality of Life – Project Update – Though no action was required, general support was received. (attached)

April 25<sup>th</sup>, 2024 - Parks, Foundations and Quality of Life – Project Update and Concession Agreement – Policy Committee members approved moving the item forward to City Council. (attached)

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

With the site plan and conceptual design of the visitor and education center approved and civil drawings about to begin, the Colorado Freedom Memorial Foundation (Foundation) and staff will provide an update on the project as well as review the parameters of the Amended and Restated Concession Agreement. The concession agreement

was established in 2012 for the initial construction and maintenance of the Colorado Freedom Memorial, and it amended in 2020 to construct and maintain the Gold Star Families Memorial. The primary additions and sions for the second amendment to the agreement include the following:

- Construction, maintenance, and operation of the Visitors Center, including the building, sidewalks, site furnishings (plaza, benches, picnic tables, flag poles, bike racks, lighting, etc.), landscaping and irrigation, and improvements and expansion of the parking lot.
- The Foundation will be responsible for the maintenance and operation of the building; whereas, PROS will be responsible for the site, landscape, irrigation and snow removal.
- Installation and maintenance of two art sculptures on the site.
- Commercial General Liability Insurance and Commercial Property Insurance are being updated to current industry standards.
- Establishes monthly communication between the Foundation and PROS to review events, maintenance, etc.

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## CAL IMPACT

ct 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.)*

The Parks, Recreation and Open Space's Park Operations and Maintenance division will be responsible for additional maintenance duties on the site, which include landscape, irrigation, and site maintenance, as well as snow removal. These activities are anticipated to be absorbed with current staffing levels. All building maintenance (exterior and interior) and operations will be the sole responsibility of the Colorado Freedom Memorial Foundation.

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## QUESTIONS FOR COUNCIL

Does City Council support moving forward the Resolution to approve the Amended and Restated Concession Agreement between the City of Aurora and the Colorado Freedom Memorial Foundation to the next Regular Council meeting?

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## LEGAL COMMENTS

City Council has all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter. (City Charter Section 3-9). City Council has the authority to approve or deny requests for memorials on City property on a case-by-case basis and consistent with the purposes of this policy. A two-thirds supermajority vote

of support by Council is required each time a request for a proposed memorial is before Council. (Policy on Memorials on City Property, April 18, 2016, R2016-27). (TJoyce)

RESOLUTION NO. R2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE AMENDED AND RESTATED CONCESSION AGREEMENT  
REGARDING THE COLORADO FREEDOM MEMORIAL (CFM) AND VISITORS  
CENTER IN MEMORIAL PARK

WHEREAS, the City of Aurora (“City”) and the Colorado Freedom Memorial Foundation (“Foundation”) previously entered into the Concession Agreement dated November 8, 2012, for the right to construct and maintain the Colorado Freedom Memorial monument in the Springhill Community Park; and

WHEREAS, the City and the Foundation entered into the First Amendment to Concession Agreement dated August 17, 2022, approved by Resolution R2022-72, to include the Gold Star Families Memorial Monument installed near the Colorado Freedom Memorial monument in Springhill Community Park; and

WHEREAS, through Resolution 2023-74, the City Council approved the renaming of a portion of Springhill Park, where the Colorado Freedom Memorial is located, to be called Memorial Park; and

WHEREAS, Memorial Park is the site for the proposed construction of a new visitors and education center to be operated and maintained by the Foundation pursuant to the terms of the Amended and Restated Concession Agreement; and

WHEREAS, the City and the Foundation desire to replace the original Concession Agreement and the First Amendment to Concession Agreement, in their entirety, with the Amended and Restated Concession Agreement presented to City Council, to include all of the constructed memorials, and the new visitors and education center (“Visitors Center”), located within Memorial Park; and

WHEREAS, the City and the Foundation desire, by the Amended and Restated Concession Agreement, to continue furthering the goals previously established and recognized by the City and the Foundation; and

WHEREAS, pursuant to the Policy on Memorials on City Property dated April 18, 2016, approved by Resolution R2016-27, the City Council has the authority to approve requests for memorials on City property, and a two-thirds supermajority vote of support by Council is required each time a request for a proposed memorial is before Council; and

WHEREAS, City Code Section 2-62(c) provides that except as otherwise expressly provided for by the Charter or the Code, the City Manager shall have the power to approve and execute all contracts and agreements on behalf of the City.

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

Section 1. The Amended and Restated Concession Agreement regarding the Colorado Freedom Memorial and Visitors Center in Memorial Park is hereby approved.

Section 2. The City Manager and the City Clerk are hereby authorized to execute the Amended and Restated Colorado Freedom Memorial Concession Agreement in substantially

the form presented at this meeting with such technical additions, deletions and variations as may be deemed necessary or appropriate by the City Attorney.

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

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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MIKE COFFMAN, Mayor

ATTEST:

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KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

*Michelle Gardner*  
\_\_\_\_\_  
MICHELLE GARDNER, Sr. Assistant City Attorney

Parks, Foundations, and Quality of Life (PFQL) Meeting  
April 25, 2024

Members Present: Council Member Ruben Medina, Chair; Council Member Crystal Murillo, Vice Chair, Council Member Alison Coombs, Member

Others Present: L. Perry, B. Bell, B. Green, N. Ankeney, T. Tully, D. Wickman, J. Sack, L. Callanen, T. Joyce, D. Brotzman, M. Gardner, W. Levine, S. Brainard, L. Morales, A. Valles Morales, R. Crandall

**1. CALL TO ORDER**

Council Member (CM) Medina welcomed everyone and called the meeting to order.

**2. APPROVAL OF MINUTES**

**2.a. 3-28-2024 PFQL Minutes for Approval**

The March 28, 2024 PFQL minutes were approved.

**3. ANNOUNCEMENTS**

No announcements.

**4. AGENDA ITEMS**

**4.b. Colorado Freedom Memorial and Visitors Center – Concession Agreement**

Summary of Issue:

Nicole Ankeney, PROS Planning, Design and Construction Manager, and Rick Crandall, CEO of the Colorado Freedom Memorial Foundation, jointly presented a concession agreement concerning the Colorado Freedom Memorial (CFM) and Visitor’s Center. The hope for the CFM Visitor & Education Center is to provide a gathering place to honor and pay tribute to the 6,218 Colorado veterans killed in action, to teach future generations about service and sacrifice, and to host various public programs. Nicole shared some architectural renderings that show what the visitor center will look like, as well as the proposed site plan. As a reminder, the southern portion of the site was renamed from Springhill Park to Memorial Park. The original concession agreement between the city and the CFM Foundation was completed in 2012 and was essentially put together to develop the Colorado Freedom Memorial itself. In 2020, the concession agreement was amended to develop the Gold Star Families Memorial. Today the policy committee will discuss the amended and restated agreement. The intent behind the new agreement is to incorporate the proposed CFM center. What is covered in the agreement are details concerning the construction, maintenance, and operations of the CFM center, including the building itself, sidewalks, site furnishings, landscaping and irrigation, and improvements to and expansion of the parking lot. In general, the CFM Foundation will be responsible for the maintenance and operation of the building itself, while the city will be responsible for the site landscape, irrigation, and snow removal. PROS staff worked with the city’s risk management team to ensure that the current insurance and liability information in the agreement is up to date. The agreement also establishes a more formal routine communication method between the CFM Foundation and the city and specifies that ownership of the CFM center would revert to the city if the foundation experienced significant changes or ceased to exist. Nicole shared a diagram delineating the roles and responsibilities between the city and the foundation. The agreement also enables the installation and maintenance of two art sculptures on the site by the foundation. The pieces are subject to change, but the currently proposed pieces include “Colorado”

First” and “Shattered”. Rick explained the meaning behind the proposed art pieces. The very first names on the CFM are from the Spanish-American War. This war is often forgotten because it was in 1899 and so many generations have passed since then. As a way to pay tribute to the very first Coloradoans killed in action, the foundation has engaged a sculptor in Loveland to work on a piece that features one of those Coloradoans that served in the Spanish-American War. The other piece, “Shattered”, is actually a piece of the memorial that was shattered in a vandalism incident about five years ago. One of the Gold Star mothers saw that piece and remarked that is exactly how she feels every day. That comment stuck with the foundation and the broken piece of the memorial was saved with the intent to someday place it in the park as an art piece. Rick also shared an update on fundraising efforts. The foundation held off a bit on initiating fundraising outreach until it looked like things were progressing smoothly with negotiations. The foundation is currently reaching out to lots of people and there has been a lot of interest in participating. Rick commented that he expects the foundation will hit their fundraising goals and potentially be able to break ground towards the end of the year. He added that all negotiations with the city and the contractor have been very amicable and that the project is in a great place. Nicole shared the project timeline and next steps. The park Master Plan Amendment was approved in January 2024 and the concession agreement is being brought for council consideration now. The next step will be working with Arapahoe County, because buildings are not allowed on property that has been acquired using Arapahoe County open space funds. There was also a grant from around 2012 that had some improvements. Details of that will be brought before the PFQL committee at the May PFQL meeting. From there, the CFM foundation design team will be working on civil plans and building permits, with hopes of groundbreaking in the fourth quarter of 2024.

Committee Discussion:

CM Coombs did not have any questions but stated that it is exciting to see the project come to fruition.

CM Murillo thanked PROS staff and Rick for the presentation. She commented that the symbolism behind the “Shattered” art piece and the idea behind keeping that as a piece of art, with it representing how the families feel touched her. She was glad to hear that something positive came out of what was probably a very terrible situation.

CM Medina did not have any questions but commented that he is glad the project is progressing and encouraged Rick and staff to let the CMs know if they could be of help in any way.

Outcome:

The committee members supported moving the concession agreement to Study Session.

Follow-up Action:

The item will move forward to Study Session.



## AMENDED AND RESTATED CONCESSION AGREEMENT

This **AMENDED AND RESTATED CONCESSION AGREEMENT** (“Agreement”) is hereby made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF AURORA, COLORADO**, a home rule municipal corporation organized and existing under the laws of the State of Colorado, hereinafter referred to as the “City” and **THE COLORADO FREEDOM MEMORIAL FOUNDATION, INC.**, hereinafter referred to as the “Foundation”, a Colorado non-profit corporation, and collectively, referred to as the “Parties” and individually each as “Party”.

### RECITALS

WHEREAS, the City and the Foundation previously entered into the Concession Agreement on November 8, 2012 for the right to construct the Colorado Freedom Memorial monument, pathways surrounding and leading up to the Memorial, landscaping and irrigation within the walkways, furnishings (plaza, kiosk, signage, benches, flag poles, lighting, etc.) related to the monument, and parking area connected by the pathways to the Colorado Freedom Memorial in the Springhill Community Park (the “Original Concession Agreement”); and

WHEREAS, the Homes Embrace Memorial monument was constructed in the Springhill Community Park and officially dedicated on May 27, 2017. The Homes Embrace Memorial contains soil from the overseas American cemeteries managed by the American Battle Monuments Commission; American heroes lie in twenty-one (21) of the twenty-eight (28) cemeteries; and the Colorado Rose Red Granite pillars represent the eight (8) countries where these cemeteries are located; and

WHEREAS, the City and the Foundation amended the Original Concession Agreement in July 2020 by Resolution No. R2020-72, to construct an additional monument called the Gold Star Families Memorial monument, pathways surrounding and leading up to the Colorado Freedom Memorial, landscaping and irrigation within the walkway, furnishings (plaza, kiosk, signage, benches, flag poles, lighting, etc.) related to the monument in the Springhill Community Park (“First Amendment”); and

WHEREAS, in July 2023, through Resolution No. R2023-74, the City renamed the southern portion of the existing Springhill Community Park to be Memorial Park (hereinafter the “Property”) to recognize by name a designated area in the prior Springhill Community Park owned by the City; and

WHEREAS, the Parties desire to amend the Original Concession Agreement and the First Amendment to include the new construction of a visitors and education center building and necessary appurtenances (“hereinafter referred to as “CFM Center”), including but not limited to, supporting sidewalks, site furnishings (plaza, benches, picnic tables, flag poles, bike racks, lighting, etc.), landscaping and irrigation, art sculptures and improve and expand the parking lot; and

WHEREAS, the City and the Foundation desire, by this Agreement, which amends and replaces in their entirety the Original Concession Agreement and the First Amendment, to continue furthering the following goals of the City and the Foundation:

- (a) Honoring fallen soldiers from Colorado through the Colorado Freedom Memorial, Homes Embrace Memorial and Gold Star Families Memorial monuments in Memorial Park; and
- (b) Honoring, educating, and remembering fallen soldiers from Colorado through the CFM Center, a gathering place and venue to host public and private programs.
- (c) Ensuring that people of all ages and incomes are provided the opportunity to view the Memorials, experience the CFM Center and honor the fallen soldiers; and
- (d) Ensuring the Foundation autonomy in the operation and maintenance of the Memorials and CFM Center.

NOW, THEREFORE, in consideration of the above Recitals, which are hereby incorporated into this Agreement, and the promises and terms hereinafter set forth, the Parties mutually agree to amend and restate the Original Concession Agreement and First Amendment through this Agreement as follows:

ARTICLE I  
RIGHT TO CONSTRUCT AND OCCUPY PARK PROPERTY

**Section 1.1 General.** The City hereby grants to the Foundation and its approved subcontractors the right to construct the Memorials and the CFM Center on the Property. The Memorials shall include the Colorado Freedom Memorial monument, the Homes Embrace Memorial monument, the Gold Star Families Memorial monument and any related appurtenances to the Memorials. The CFM Center shall include the building, landscaping and irrigation, furnishings (plazas, kiosk, signage, benches, picnic tables, flag poles, bike racks, lighting, etc.), art sculptures, sidewalks, and parking areas on the Property (See Exhibit 1 as a complete representation of the existing Memorials and CFM Center). Use and Operation of the Memorials and CFM Center on the Property shall conform to the zoning, park master plan and applicable codes, policies and standards as approved by the City, and as specified in this Agreement.

1.1.1 Nothing in this Agreement shall be construed to provide authority for exclusive control by the Foundation over any portion of City-owned roads, parking areas, or improvements.

1.1.2 No alterations, additions, improvements or physical changes to the Property and parking lot shall be erected, installed, or permitted by the Foundation, or any person at its request, unless: (1) such work is specifically referenced in the approved Park Master Plan, Construction Documents; or, (2) the City has given prior written consent and approval.

1.1.3 Nothing in this Agreement shall be construed to provide the Foundation

with any warranty, guarantee, or assurance that the Property is suitable for the construction and operation of the Memorials and/or CFM Center, nor that the Property has the necessary physical characteristics to support such construction. The City disclaims any warranty concerning the environmental condition of the Property. The Foundation shall be solely responsible for the performance and cost of any soil and other testing and final site plan development necessary to determine such suitability.

1.1.4 The construction, occupancy and operation of the Memorials shall be subject to the City Charter, City Code, ordinances, Parks, Recreation and Open Space Dedication and Development Criteria Manual, policies, and rules and regulations of the City.

1.1.5 Construction of the CFM Center shall commence within eighteen (18) months following mutual execution of this Agreement after approval by the City and shall be fully constructed and occupied within thirty-six (36) months following mutual execution of this Agreement after approval by the City. The timeline may be extended by mutual agreement of the Foundation and the Parks, Recreation and Open Space Director, or the Director's designee. The Property shall be used to provide Memorials and CFM Center for the community as set forth in the Agreement in Section 1.1, open to the public as constructed pursuant to this Agreement.

1.1.6 Access for Public Use. The Memorials shall remain open to the public for access in accordance with the City's standard park rules and regulations. The CFM Center shall remain open to the public 10 a.m. to 5 p.m. daily, Monday through Saturday; 12 p.m. to 5 p.m. on Sundays; private meetings may be held outside of those hours. The CFM Center hours are subject to change by the Foundation with approval by the Parks, Recreation and Open Space department Director or the Director's designee.

1.1.7 Prohibited Uses. The Memorials shall only be used for the uses described in Section 1.1. Accessory uses, temporary uses, special events or gatherings shall be submitted through City permitting processes for approval. For all special events and temporary uses, led and managed by the City, such as the "Remembrance Ceremony" Memorial Day weekend, the City will apply for all required permits.

1.1.8 Art Sculptures. In addition to the Memorials, the Foundation may install a maximum of two (2) art sculptures on the Property upon receiving approval from the Parks, Recreation and Open Space department Director or the Director's designee. Documents shall be provided for review, and the construction of the art sculptures are subject to all permits, building codes, policies, etc. as required in the City Code. The art sculptures shall be procured, owned or leased by the Foundation and are not subject to the City's Art In Public Places program or processes.

**Section 1.2 City Consultation and Approvals of Construction and Future Improvements or Alterations.**

1.2.1 Plans and Drawings. The Foundation shall submit to the City, through its Parks, Recreation and Open Space Department the following documents for review and approval by the City Staff as required by the City Code containing such information as is required by the City Code: site plan, civil construction plans, planting and irrigation plans, specifications, and building construction plans, and as-built/record drawings of the constructed Memorials and CFM Center within six (6) months following completion of construction. The as-built/record drawings for the CFM Center are to be provided in both PDF and AutoCAD DWG format. The Foundation is responsible for all applicable development review and permit fees.

1.2.2 Right to Observation. The City shall have the unrestricted right to observe the construction of the Memorials and associated site and utilities through the construction inspection process and may initiate any action it believes necessary to address observed construction activities that, in the City's reasonable judgment, are deemed substandard, unacceptable, or not in conformance with plans, specifications and construction documents, provided that the Foundation shall not rely upon such occasional City inspections to provide any level of construction inspection services.

1.2.3 Utilities. The Foundation shall be responsible for the installation and cost thereof of all utilities necessary to serve the Memorials, CFM Center and the Property, including but not limited to, electrical, water, sewer, gas, internet and communications, required to develop, construct, equip, maintain, manage, and operate the Memorials and the CFM Center. Design, construction, and maintenance of utilities shall be coordinated through and approved by the Parks, Recreation and Open Space department's Director or the Director's designee.

**Section 1.3 Construction of the Memorials and CFM Center.** The Foundation shall, at its sole cost and expense, develop and construct its Memorials and the CFM Center on the Property in conformance with the plans and specifications as approved by the City through the development review process.

1.3.1 The Foundation and its subcontractors shall assume all responsibility for financing and funding the planning, development, construction, equipping, operation, management, insuring, and maintenance of the Memorials and CFM Center. The Foundation shall be solely responsible for, including the cost thereof whether incurred directly or indirectly, all consultant selection, site and building design, Memorials and CFM Center construction as described in Section 1.1, additional landscaping and lighting, surveying, mapping, site grading, soil and other such testing procedures, contractor selection, construction observation and inspection, taxes, and permit acquisition as determined necessary within the City plans review and approval process.

1.3.2 The City shall not be responsible for any additional costs or expenses except that the City shall allow occupancy of the Property for construction of the Memorials and CFM Center as described in Section 1.1 and approved plans, and other support for the Memorials as deemed necessary and approved by the City.

ARTICLE II  
MANAGEMENT AND MAINTENANCE OF MEMORIALS AND CFM  
CENTER

**Section 2.1 General** During the term of this Agreement and any renewals of this Agreement, the Foundation and its permitted successors and assigns shall manage the Memorials and CFM Center for the uses permitted in Section 1.1. The Foundation will adopt rules of operation that serve as guidelines governing the management, maintenance and repair of the Memorials and CFM Center, and identified permitted and prohibited uses of the Memorials and CFM Center (“Rules of Operation”). The Rules of Operation shall be available for review by the City upon request by the City. In the event of a conflict between the Rules of Operation and this Agreement, the terms of this Agreement shall control.

**Section 2.2 Management Exclusively by the Foundation.** The Foundation shall have sole and exclusive management authority with respect to the Memorials and CFM Center consistent with this Agreement and the Rules of Operation in its use of the Memorials.

**Section 2.3 Special Events.** The Foundation understands and agrees that certain special events they may wish to stage may require a special use permit, temporary use permit, or other similar permit issued by the City, as required by the ordinances and regulations of the City. The Foundation shall be responsible for conducting and coordinating major event planning and site parking with the City.

**Section 2.4 Communication.** The Foundation and the City shall establish a mutually agreed upon routine communication method through the Parks, Recreation and Open Space Department to discuss and review proposed events, scheduled events, scheduled maintenance, issues and concerns with regards to the Memorials, CFM Center or Memorial Park site.

**Section 2.5 Compliance with laws.** The Foundation shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended.

**Section 2.6 Nondiscrimination.** The Foundation shall not discriminate against any of its employees, or in its management of the Memorials, because of race, religion, color, creed, sex, age, disabilities, or national origin. The Foundation or their employees shall not publicize the Memorials in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, creed, sex, age, disabilities, or national origin.

**Section 2.7 Signage.** The Foundation shall not permit any billboards, signs or other commercial advertising media of any kind or type whatsoever, on the exterior of the Memorials and the parking lot except as approved or permitted by the City in accordance with the City Sign Code.

**Section 2.8 Memorials and CFM Center Property Maintenance and Repairs.** The Foundation shall be solely responsible for all maintenance, repairs, and upkeep of the Memorials and CFM Center throughout the term of this Agreement and any extension thereof. The Foundation shall keep the Memorials and CFM Center in good condition and repair. This shall include the Memorials, CFM Center, equipment, structures, and internal and external systems, exterior structural units, lighting, and utility service delivery systems including all lines, transformers, meters, meter pits, piping, and valves. The Foundation shall be responsible for any personal items left at the Memorials by visitors, licensees, and guests. The Foundation shall be solely responsible for trash service at the CFM Center.

**Section 2.9 City Responsibilities.** The City shall be solely responsible for all maintenance, repairs, and upkeep of the exterior grounds of Memorial Park, including exterior site furnishings, such as benches, trash cans, landscaping, irrigation, snow removal and trash removal from permanently affixed receptacles.

### ARTICLE III TERM

**Section 3.1 Term of the Agreement.** The term of this Agreement shall be for a period of twenty-five (25) years commencing on the execution date of this Amended and Restated Agreement and approval by the City Council.

**Section 3.2 Extension of Term.** Not later than one (1) year prior to the termination of this Agreement, the Foundation shall notify the City, in writing, of its desire to execute a mutually agreed upon extension of this Agreement for twenty-five (25) years. Such extension shall be subject to City Council approval.

**Section 3.3 Surrender of Occupancy.** Upon termination of this Agreement, the Foundation's right to occupy the land and CFM Center building shall terminate and the Foundation shall peaceably surrender occupancy of the Property to the City. No notice to quit the occupancy of the Property and operations at the termination of this agreement shall be necessary. At such time, ownership of the Memorials, CFM Center, art sculptures, and any other improvements on the Property owned by the Foundation shall transfer to the City. The Foundation agrees to execute any and all documents necessary to effectuate such transfer.

**Section 3.4 Evidence of Termination.** At the termination of this Agreement, and following full payment of any amounts payable hereunder in accordance with the provisions of this Agreement, the Parties hereto shall deliver any documents and take such

actions as may be necessary to effectuate the cancellation and evidence the termination of this Agreement.

**Section 3.5 Termination of the Foundation.** In the event that the existence of the Foundation is terminated or substantially changed in a manner that is not consistent with the purposes of this Agreement, the Foundation and the City shall negotiate in good faith concerning any modifications to this Agreement that may be appropriate to continue the intent, purpose and substantive terms of this Agreement and protect the City's interests and property. Upon termination of the Foundation, all property and material existing as part of the Memorials and CFM Center shall then become property of the City as a gift from the Foundation to the City.

ARTICLE IV  
FINANCIAL MATTERS

**Section 4.1 General.** The Foundation has the sole financial responsibility for the Memorials and the CFM Center, and the City shall not have any financial responsibilities therefor.

**Section 4.2 Operating Revenues and Expenses.** The Foundation shall have sole and complete responsibility for its budgets, receipts and expenditures, and shall be solely responsible for all operating revenues and expenses received and incurred as a result of its management of its programs and the Memorials and CFM Center. The Foundation, and not the City, shall be responsible for any operating deficit.

**Section 4.3 Reserves for Repairs.** All repairs and replacement of real and personal property on or at the Memorials and CFM Center shall be at the sole cost and expense of the Foundation. However, the City may periodically request that reasonable repairs to the Memorials or CFM Center be undertaken, and the City may compel such repairs (or undertake such repairs on its own initiative and have access to the Memorials and CFM Center to do so) if it deems the condition of the Memorials or CFM Center to pose an immediate and unwarranted risk to the health and safety of users of the Memorials or CFM Center. The cost for any such repairs undertaken by the City hereunder shall be promptly reimbursed to the City by the Foundation.

ARTICLE V  
INSURANCE

**Section 5.1 Insurance Requirements.** The Foundation shall provide, pay for and maintain the types and minimum limits of insurance, as indicated below, covering Foundation, its subcontractors or representatives, along with the activities of any and all subcontractors retained by them or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable. The insurance required is provided on Exhibit 2, attached.

**Section 5.2 Hold Harmless.** Upon receipt of notice from the City, the Foundation shall take such action as the City reasonably deems necessary and expedient to insure that the City is held harmless from any liability from any cause whatsoever arising as a result of the Foundation's activity, use and operations on the Site to any person, individual or entity.

ARTICLE VI  
INDEMNIFICATION

**Section 6.1 Indemnification Covenant.** The Foundation shall defend, indemnify and save the City and its respective agents, officers and employees, and hold them harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses of the City), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising out any of the following, except when caused by the negligence or the willful misconduct or gross negligence of the City or its agents, officers or employees acting in their official capacity (and not as patrons of the Memorials or CFM Center):

6.1.1 The use or occupancy by the Foundation (as applicable) or patrons or the general public of the Memorials, CFM Center or participating in the Programs;

6.1.2 Violation by the Foundation, (as applicable) of any agreements, representation, warranty, covenant or condition of this Agreement;

6.1.3 Violation by the Foundation, (as applicable) of any other contract, agreement or restrictions relating to the Memorials or CFM Center; or

6.1.4 Violation by the Foundation, (as applicable) of any law, ordinance, regulation or court order affecting the Memorials, CFM Center or the ownership, occupancy or use thereof.

**Section 6.2 Notice.** The City shall promptly notify the Foundation, in writing, of any claim or action brought against the City in respect of which indemnity may be sought against the Foundation, hereunder, setting forth the particulars of such claim or action. The City may employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall not be payable by the Foundation, unless such employment has been specifically authorized by the Foundation.

**Section 6.3 Agreement to Pay Fees and Expenses of Counsel.** In the event the Foundation should default under any of the provisions of this Agreement and the City should employ Counsel or incur other expenses for the enforcement or performance or observance of any obligation or agreement on the part of the Foundation herein contained, the Foundation agrees that it will on demand therefore pay to the City or, if so directed by the Foundation to the Counsel for the City, the reasonable fees of such Counsel and such



other expenses so incurred by or on behalf of the City.

**Section 6.4 Mechanics Liens.** In addition and not in limitation of the foregoing, the Foundation shall take reasonable steps to cooperate with the City to prevent the filing of any mechanics lien against the City's ownership interest in the Property, including without limitation providing the City with a list of all contractors and subcontractors and providing other reasonable assistance in giving the notice provided for in C.R.S. Section 38-22-105(2), but not including the purchase by the Foundation of payment and performance bonds.

## ARTICLE VII DAMAGE OR DESTRUCTION OF THE PREMISES

**Section 7.1 Damage or Destruction of the Memorials or CFM Center.** If the Memorials, CFM Center or any other improvements on the Property are damaged or destroyed by fire or other casualty, the Foundation shall cause the net proceeds of any insurance thereon to be used to promptly repair, rebuild, and/ or restore the Memorials, CFM Center and such other improvements to substantially the same condition as existed prior to such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Foundation in compliance with this Agreement and all applicable City laws and regulations. If the net proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Foundation will nonetheless complete the work thereof and will pay any costs thereof in excess of the amount of said net proceeds.

In any event of substantial damage to or destruction of the Memorials, CFM Center or other improvements on the Property, the Foundation shall provide to the City the time schedule for their repair, rebuilding, or restoration. Work on the repair, rebuilding, or restoration of the Memorials, CFM Center and other improvements shall commence no later than four (4) months following the date of such damage or destruction or two (2) months after settlement of all insurance claims related thereto, whichever occurs last.

The Foundation shall be responsible for the installation of safety fencing and any other measures reasonably necessary to secure the Memorials or CFM Center within 24 hours of its damage or destruction.

## ARTICLE VIII DEFAULT AND OTHER OCCURRENCES; REMEDIES

**Section 8.1. Events of Default.** The following are events of default under this Agreement:

8.1.1 If the Foundation files a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is therefore adjudicated a bankrupt pursuant to proceedings; or if a court shall take jurisdiction of the Foundation and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for the Foundation assets is appointed; or if the

Foundation shall be divested of its rights, powers and privileges under this Agreement by other operation of law.

8.1.2 Failure to complete the Memorials and CFM Center within the time provided in Section 1.1.5, or if the Foundation shall abandon and discontinue the construction and development of the Memorials or CFM Center, or cease operation or maintenance of its Memorials or CFM Center, or abandon the Memorial Park site. Notwithstanding other provisions in this Article and Article III, upon abandonment of the Memorials and CFM Center by the Foundation, the City is not obligated to maintain the Memorials or CFM Center site.

8.1.3. If the Foundation shall fail to perform, keep and observe any of the terms, or provisions, covenants and conditions contained in this Agreement to be performed, kept and observed by it.

8.1.4 If the Foundation fails to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Colorado, or the City.

8.1.5 If the Foundation fails to obtain any insurance or indemnity required under the terms of this Agreement or permit any such insurance or indemnity to lapse or become void.

8.1.6 If the Foundation declines to provide repairs necessary for the proper and lawful operation of the Memorials or CFM Center.

**Section 8.2 Notice and Right to Cure.** Upon the occurrence of any event of default by the Foundation recited in Section 8.1.1 through 8.1.6 above, the City shall give written notice to the defaulting party to correct or cure same and if, within thirty (30) days from the date of such notice, the default, failure to perform or breach complained of shall not have been corrected in a manner satisfactory to the City, the City shall have the remedies specified in this Agreement.

Upon the occurrence of any event of default by the City recited in Section 8.1.3, the Foundation shall give written notice to the City to correct or cure same and if, within thirty (30) days from the date of such notice, the default, failure to perform or breach complained of shall not have been corrected in a manner satisfactory to the Foundation, the Foundation shall have the remedies specified in this Agreement.

**Section 8.3. Remedies.** Should any one or more of the events of default occur, the non- defaulting party (the City or the Foundation) shall have the right to a claim for damages or for such equitable relief as may be necessary or appropriate to cure the defect and compensate the non-defaulting party, or such other remedies as are specified in this Article. For certain events of default by the Foundation, additional possible remedies for the benefit of the City are provided below subject to other provisions of this

Agreement. The use rights granted in this Agreement are coupled with an interest in favor of the Foundation, namely ownership of the improvements constructed on the Property. The remedies set forth below shall be strictly applied.

8.3.1 This Agreement is subject to cancellation by the City if, and only if, construction of the Memorials or CFM Center does not commence within the agreed upon time in Section 1.1.5 following mutual execution of this Agreement after approval by the City or if the Foundation does not expend or enter into binding construction contracts to expend at least \$400,000 in hard construction costs on the Property within twenty-four (24) months after the mutual execution of this Agreement.

## ARTICLE IX GENERAL PROVISIONS

**Section 9.1 General Conditions.** The following are regarded as the General Conditions of this Agreement.

9.1.1 Merger. This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the Parties.

9.1.2 Modification. This Agreement represents the entire agreement of the Parties as to any modification of the Original Concession Agreement and First Amendment to the Original Concession Agreement. No representations were made or relied upon by either party other than those that are expressly set forth in this Agreement. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective Parties. The Parties reserve the right to mutually negotiate and modify the terms of this agreement as needed when done in writing and authorized by each Party.

9.1.3 Assignment. The activities and uses to which the Memorial Park may be put and the rights, privileges and obligations granted herein to the Foundation are personal to the Foundation. The Foundation agrees that it will not assign, transfer or subcontract its rights, privileges and obligations granted hereunder without the express prior written consent of the City. Such consent shall not be unreasonably withheld. The City shall consent to the assignment if the proposed assignee is a provider of construction services as defined in Section 1.1.5. Any purported assignment in violation hereof shall be void. This Agreement is not a lease, and the Foundation may not sublease nor convey any ownership right, title, or interest in any part of the Facility except as provided herein.

9.1.4 Successors and Assigns Bound by Covenants. All covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives,

successors, subcontractors and assigns of the respective parties hereto.

9.1.5 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached hereto shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

9.1.6 Authorized Representative. In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement, and any extension thereof, and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

Association: Rick Crandall, Chief Executive Officer  
Colorado Freedom Memorial Foundation  
P.O. Box 472333  
Aurora, Colorado 80047

City: Brooke Bell, Director  
Parks, Recreation and Open Space  
15151 E. Alameda Parkway, Suite 4600  
Aurora, Colorado 80012

Copies to: Office of the City Attorney  
15151 E. Alameda Parkway  
Aurora, Colorado 80012

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given to the parties required hereunder to receive such notice, certificate or communication when mailed by certified mail, postage prepaid. The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

9.1.7 Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Colorado.

9.1.8 Further Assurances. The Parties agree that they shall, from time to time, execute and deliver such further instruments and take such further actions as may be reasonably required to carry out the purposes of this Agreement.

9.1.9 Independent Contractor: Not a Partnership. The Parties acknowledge and agree that any and all acts of the Foundation and its personnel, employees, agents, or contractors performed pursuant to this Agreement shall be undertaken as independent contractors and not as employees or agents of the City. The Foundation shall have no authority to bind the City by any contract or agreement,

or to impose any liability upon the City. The relation between the City and the Foundation is that of concession permit issuer and concession permit holder, and nothing in this Agreement shall be construed to create the relationship of partner or joint venturer.

ARTICLE X  
INVALID PROVISION

**Section 10.1. Invalid Provision.** In the event that any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained shall not affect the validity of the remainder of the covenants, conditions, or provisions of this Agreement which shall in all respects remain a legally binding contract with the invalid portion being deleted; provided that the validity of any such covenant, condition, or provision does not materially prejudice either the City or the Foundation in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF AURORA, a Municipal Corporation

THE COLORADO FREEDOM  
MEMORIAL FOUNDATION, INC.

BY \_\_\_\_\_  
City Manager

BY \_\_\_\_\_  
Chief Executive Officer

ATTEST:

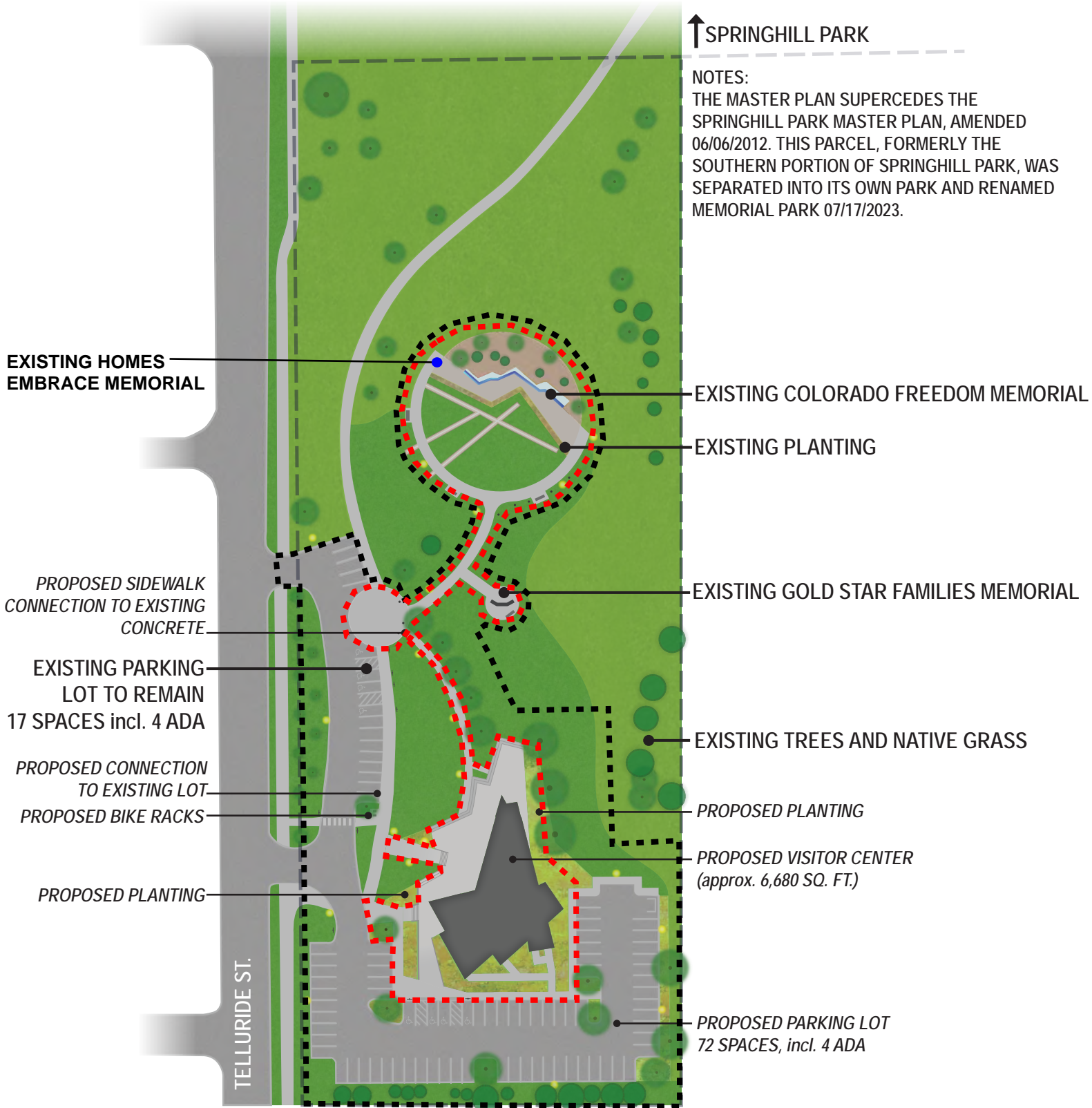
\_\_\_\_\_  
City Clerk

RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney



# MEMORIAL PARK MASTER PLAN

CITY OF AURORA

APPROVALS  
 ORIGINAL MASTER PLAN 01/10/2024

- DECIDUOUS TREE
- EVERGREEN TREE
- LANDSCAPE PLANTING
- NATIVE GRASS
- TURF GRASS

- PROPERTY LINE
- LIGHTING
- FLAGPOLE
- SIGNAGE

**CONSTRUCTION** - - - - -  
**MAINTENANCE** - - - - -



Parks, Recreation and  
 Open Space

## **INSURANCE REQUIREMENTS**

**Insurance Requirements.** The Concessionaire shall provide, pay for and maintain the types and minimum limits of insurance, as indicated below, covering Concessionaire, its subcontractors or representatives, along with the activities of any and all subcontractors retained by them or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable. The insurance required is as follows:

**Commercial General Liability Insurance.** Concessionaire shall maintain commercial general liability insurance covering all operations 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. The City of 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

\$1,000,000 products and completed operations

**Commercial Property Insurance.** Concessionaire shall maintain a commercial property insurance policy covering all risks of physical loss or damage to or destruction of the property and "insurable improvements or betterments" to the location(s) described herein including vandalism, on a replacement cost basis. User acknowledges and agrees that City will not be responsible for damage to or destruction of its property.

**Certificates of Insurance.** Upon the execution of this Agreement, Concessionaire shall provide certificates of insurance to the City of Aurora evidencing that the minimum coverages required are in effect. Concessionaire agrees that its insurance 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 Concessionaire's coverage is renewed at any time prior to completion of the services, the Concessionaire shall be responsible for obtaining updated insurance 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 the insurance carriers shall be a minimum of an A- VII. Concessionaire 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 of Aurora in response to the particular circumstances giving rise to the contract. Concessionaire's policy will be primary and non- contributory with respect to any and all insurance policies purchased by the City.

**Hold Harmless.** Upon receipt of notice from the City, the Foundation shall take such action as the City reasonably deems necessary and expedient to insure that the City is held harmless from any liability from any cause whatsoever arising as a result of the Foundation's activity, use and operations on the Site to any person, individual or entity.



# Colorado Freedom Memorial

## Visitors Center Update



Nicole Ankeney  
Manager of Planning, Design & Construction

**City Council**  
**Study Session**

May 6, 2024

# Colorado Freedom Memorial Visitor & Education Center

- Gathering place to honor, educate and remember the price paid for freedom and pay tribute to the 6,218 Colorado veterans killed in action.
- Teach future generations about service and sacrifice.
- Host public programs presented by Buckley Space Force Base, Aurora Chamber Defense Council, historians, authors and distinguished visitors.

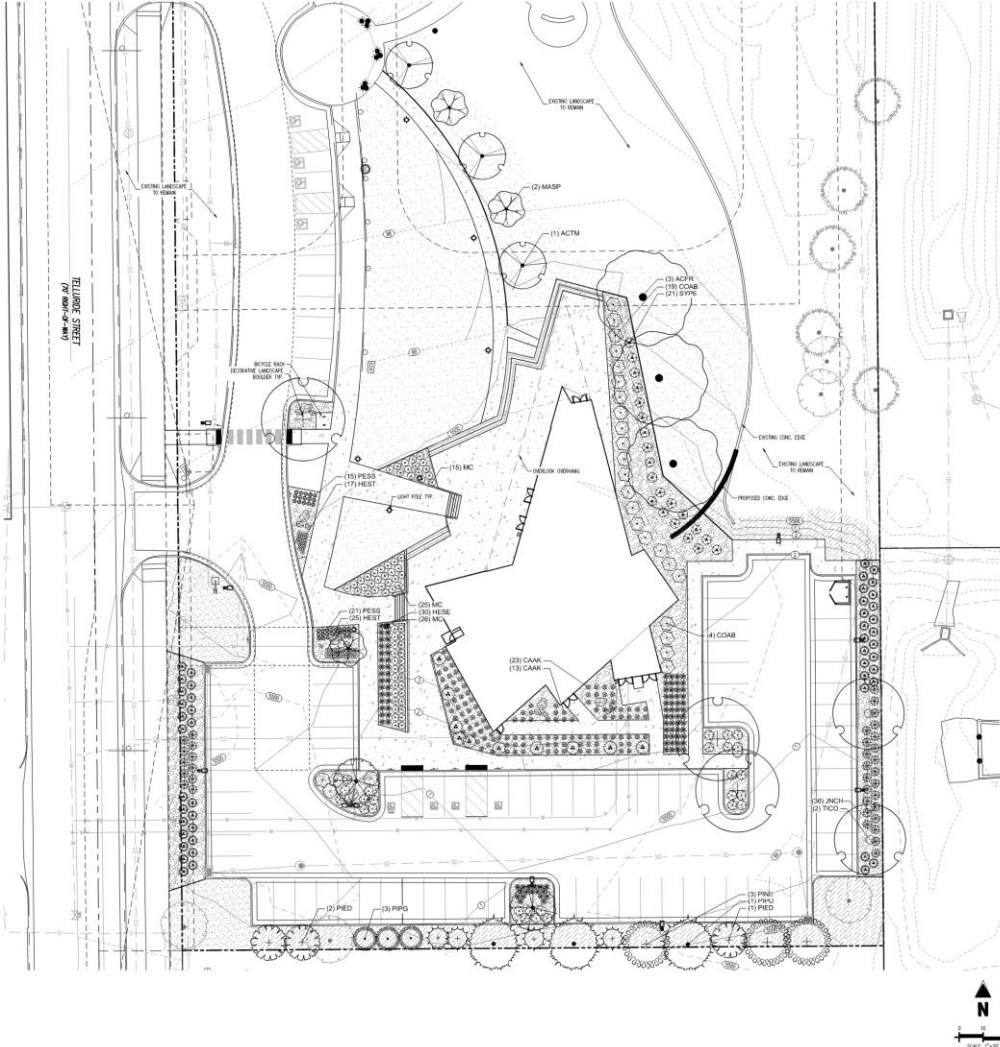
# Design



# Design



# Site Plan



## Site Amenities

- Entry plaza
- Landscaping
- Parking: 89 spaces (8 ADA)
- Pedestrian connectivity

Springhill Park

Memorial Park



# Concession Agreement History



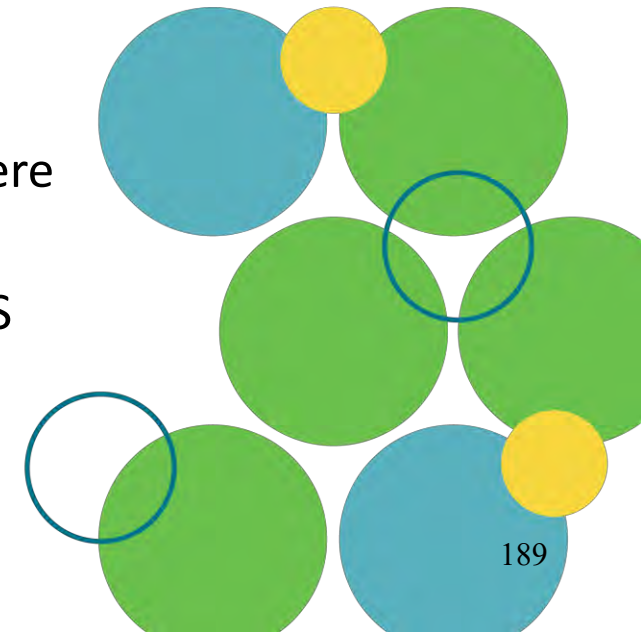
- 2012 – Original Concession Agreement to Develop Colorado Freedom Memorial
- 2020 – First Amendment to Develop the Gold Star Families Memorial



# Concession Agreement



- New agreement Amended and Restated for incorporation of the CFM Center
- Primary additions and revisions:
  - Construction, maintenance, and operation of the CFM Center:
    - building, sidewalks, site furnishings (plaza, benches, picnic tables, flag poles, bike racks, lighting, etc.), landscaping and irrigation, and improvements and expansion of the parking lot
  - The Foundation will be responsible for the maintenance and operation of the building; PROS will be responsible for the site, landscape, irrigation and snow removal.
  - Commercial General Liability Insurance and Commercial Property Insurance were updated to current industry standards.
  - Establishes routine communication method between the Foundation and PROS to review events, maintenance, etc.
  - Ownership of CFM Center will revert to City after 25 years unless an amendment to the agreement is approved.
  - If the Foundation ceases to exist, ownership of the building reverts to the City.



# Concession Agreement



- Approximate Limits of Construction
- Maintenance Area for Foundation

## MEMORIAL PARK MASTER PLAN

CITY OF AURORA

### APPROVALS

ORIGINAL MASTER PLAN 01/10/2024

- DECIDUOUS TREE
- EVERGREEN TREE
- LANDSCAPE PLANTING
- NATIVE GRASS
- TURF GRASS

- PROPERTY LINE
- LIGHTING
- FLAGPOLE
- SIGNAGE

- CONSTRUCTION
- MAINTENANCE

0' 50' 100' 200'



Parks, Recreation and Open Space

↑ SPRINGHILL PARK

NOTES:  
THE MASTER PLAN SUPERCEDES THE SPRINGHILL PARK MASTER PLAN, AMENDED 06/06/2012. THIS PARCEL, FORMERLY THE SOUTHERN PORTION OF SPRINGHILL PARK, WAS SEPARATED INTO ITS OWN PARK AND RENAMED MEMORIAL PARK 07/17/2023.

PROPOSED SIDEWALK CONNECTION TO EXISTING CONCRETE

EXISTING PARKING LOT TO REMAIN  
17 SPACES incl. 4 ADA

PROPOSED CONNECTION TO EXISTING LOT  
PROPOSED BIKE RACKS

PROPOSED PLANTING

EXISTING COLORADO FREEDOM MEMORIAL

EXISTING PLANTING

EXISTING GOLD STAR FAMILIES MEMORIAL

EXISTING TREES AND NATIVE GRASS

PROPOSED PLANTING

PROPOSED VISITOR CENTER  
(approx. 6,680 SQ. FT.)

PROPOSED PARKING LOT  
72 SPACES, incl. 4 ADA

TELLURIDE ST.



# Art Sculptures



- Agreement enables the installation and maintenance of two art sculptures on the site by the Foundation.
- Though the specific pieces are subject to change, the currently proposed pieces include:
  1. "Colorado's First" - Spanish American Soldier in front of the CFM Center
  2. "Shattered" - Sculpture to be located near the Colorado Freedom Memorial



# Foundation Fundraising Update



♥ DONATE TO THE CFM CENTER CAMPAIGN

✉ CONTACT US FOR MORE INFORMATION

WE NEED YOUR SUPPORT TO MAKE THE CFM CENTER A REALITY!

## Projected Costs



\$500,000  
Blueprints & Design



\$3,500,000  
Land Prep & Construction



\$1,000,000  
Fixtures, Equipment & Furnishing



\$500,000  
Startup Utilities & Operating Costs

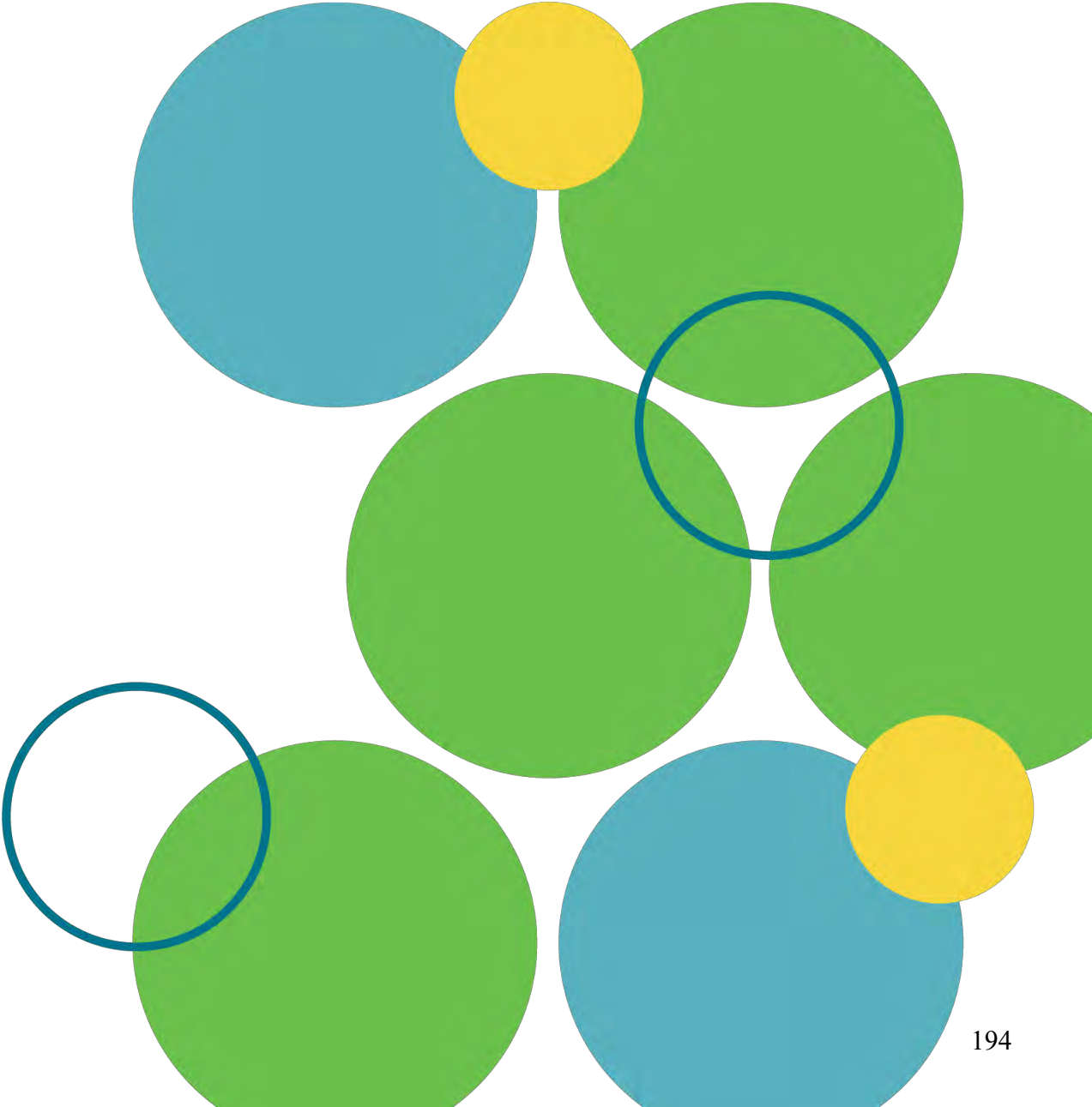


\$500,000  
Potential Cost Increases

# Major Milestones to Approval

Process	Approving Body	Completion
✓ <input type="checkbox"/> Renaming to Memorial Park	City Council	July 2023
✓ <input type="checkbox"/> Conditional Use* <small>*Includes Buckley AFB approval</small>	Planning and Zoning Commission	September 2023
✓ <input type="checkbox"/> Park Master Plan Amendment	Parks and Recreation Advisory Board	Q1 2024
Concession Agreement Public Hearing – Funding Reallocation	City Council	Q2 2024
Arapahoe County Open Space Land and Improvements Approval	Arapahoe County Commissioners	Q2 2024
Civil Plans & Building Permits	City of Aurora	Q3 2024
Groundbreaking	CFM Foundation	Q4 2024

**QUESTIONS?**



# Question of the Committee

Does City Council support moving forward the Resolution to approve the Amended and Restated Concession Agreement between the City of Aurora and the Colorado Freedom Memorial Foundation to the next Regular Council meeting?

## CONCESSION AGREEMENT

This CONCESSION AGREEMENT is hereby made and entered into as of this 8<sup>th</sup> day of November, 2012, by and between the City of Aurora, a home rule municipal corporation organized and existing under the laws of the State of Colorado, (hereinafter referred to as the "City") and THE COLORADO FREEDOM MEMORIAL FOUNDATION, INC. (hereinafter the "Foundation"), a Colorado non-profit corporation.

### RECITALS:

WHEREAS, the City desires to provide parks that contribute to the physical, mental, and social development of its citizens and builds a sense of community; and

WHEREAS, the Foundation is a Colorado nonprofit corporation dedicated to honoring soldiers from Colorado who have given their lives in the defense of the United States of America; and

WHEREAS, the Foundation has formed the Foundation as a nonprofit corporation to enter into a concessionaire's agreement with the City to erect a monument in memory and to honor those Colorado soldiers for the education and benefit of the public (hereinafter the "Memorial"); and,

WHEREAS, the City and the Foundation desire, by this Agreement, to further the following goals of the City and the Foundation:

- (a) Erecting the Memorial in Springhill Community Park honoring fallen soldiers from Colorado; and
- (b) Ensuring that people of all ages and incomes are provided with the opportunity to view the Memorial and honor the fallen soldiers; and
- (c) Ensuring the Foundation autonomy in the operation and maintenance of the Memorial; and

WHEREAS, the City leases, with an option to purchase, certain property located within the Springhill Community Park (hereinafter the "Property") on which the Memorial and parking shall be constructed by the Foundation; and

WHEREAS, the parties desire to enter into this Agreement to record their specific rights and obligations.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties do hereby mutually undertake, promise, agree and contract each for itself and its successors and assigns as follows:

### ARTICLE I RIGHT TO CONSTRUCT AND OCCUPY PARK PROPERTY

Section 1.1 General. The City hereby grants to the Foundation and its approved subcontractors the right to construct the Memorial on the Property. The Memorial shall include the Colorado Freedom Memorial monument, pathways surrounding and leading up to the Memorial, landscaping and irrigation within the walkways, furnishings (plaza, kiosk, signage,

benches, flag poles, lighting, etc) related to the monument, and parking area connected by the pathways to the Memorial. (See Attachment 2 as a complete representation of the planned Memorial) Occupancy of the Property shall conform to the zoning, park master plan and applicable codes and standards as approved by the City, and this Agreement.

- 1.1.1 Nothing in this Agreement shall be construed to provide authority for exclusive control by the Foundation over any portion of City-owned roads, parking areas, or improvements.
- 1.1.2 No alterations, additions, improvements or physical changes to the Property and parking lot shall be erected, installed, or permitted by the Foundation, or any person at its request, unless: (1) such work is specifically referenced in the approved Park Master Plan, Construction Documents; or, (2) the City has given prior written consent and approval.
- 1.1.3 Nothing in this Agreement shall be construed to provide the Foundation with any warranty, guarantee, or assurance that the Property is suitable for the construction and operation of the Memorial, nor that the Property has the necessary physical characteristics to support such construction. The City disclaims any warranty concerning the environmental condition of the Property. The Foundation shall be solely responsible for the performance and cost of any soil and other testing and final site plan development necessary to determine such suitability.
- 1.1.4 The construction, occupancy and operation of the Memorial shall be subject to the City Charter, City Code, ordinances, Park and Open Space Dedication and Development Criteria Manual, and rules and regulations of the City.
- 1.1.5 Construction of the Memorial shall commence within twelve (12) months following mutual execution of this Agreement after approval by the City and shall be constructed within twenty-four (24) months following mutual execution of this Agreement after approval by the City. The Property shall be used to provide a Memorial for the community as set forth in this Agreement in Section 1.1, open to the public as constructed pursuant to this Agreement.
- 1.1.6 Prohibited Uses. The Memorial shall only be used for the uses described in Section 1.1. Accessory uses special events or gatherings shall be submitted through City permitting processes for approval.

Section 1.2 City Consultation and Approvals of Construction and Future Improvements or Alterations.

- 1.2.1 Plans and Drawings. The Foundation shall submit to the City, through its Parks, Recreation and Open Space Department the following documents for review and approval by the City Staff as required by the City Code containing such information as is required by the City Code: site plan, civil construction plans, planting and irrigation plans, specifications, and building construction plans, and as built drawings of the constructed Memorial within a reasonable time following completion of construction. The Foundation is responsible for all applicable review and permit fees. (See Attachment 2)

- 1.2.2 Right to Observation. The City shall have the unrestricted right to observe the construction of the Memorial and parking lot through the construction inspection process and may initiate any action it believes necessary to address observed construction activities that, in the City's reasonable judgment, are deemed substandard, unacceptable, or not in conformance with plans, specifications and construction documents, provided that the Foundation shall not rely upon such occasional City inspections to provide any level of construction inspection services.
- 1.2.3 Utilities. The Foundation shall be responsible for the installation and cost thereof of all utilities necessary to serve the Memorial and the Property, including but not limited to, electrical, water, sewer, gas, and communications, required to develop, construct, equip, maintain, manage, and operate the Memorial. Design, construction, and maintenance of utilities shall be coordinated through and approved by the Parks, Recreation and Open Space Department.
- 1.2.4 City Responsibilities. The City shall bear certain costs to prepare the land in Springhill Park for construction of the Memorial and the park itself. The City will pay for the site design, engineering, grading and drainage in Springhill Park which will encompass the Memorial Property, and lighting for the Memorial parking lot.

Section 1.3 Construction of the Memorial. The Foundation shall, at its sole cost and expense, develop and construct its Memorial on the Property in conformance with the plans and specifications as approved by the City through the review process.

- 1.3.1 The Foundation and its subcontractors shall assume all responsibility for financing and funding the planning, development, construction, equipping, operation, management, and maintenance of the Memorial. The Foundation shall be solely responsible for, including the cost thereof whether incurred directly or indirectly, all consultant selection, site and building design, Memorial construction as described in Section 1.1, additional landscaping and lighting, surveying, mapping, site grading, soil and other such testing procedures, contractor selection, construction observation and inspection, taxes, and permit acquisition as determined necessary within the City plans review and approval process.
- 1.3.2 The City shall not be responsible for any additional costs or expenses except that the City shall allow occupancy of the Property for construction of the Memorial as described in Section 1.1 and approved plans, and other support for the Memorial as deemed necessary and approved by the City.

## ARTICLE II MANAGEMENT AND MAINTENANCE OF MEMORIAL

Section 2.1 General During the term of this Agreement and any renewals of this Agreement, the Foundation and its permitted successors and assigns shall manage the Memorial for the uses permitted in Section 1.1. The Foundation will adopt rules of operation that serve as guidelines governing the management, maintenance and repair of the Memorial, and identified permitted and prohibited uses of the Memorial ("Rules of Operation"). The Rules of Operation



shall be available for review by the City upon request by the City. In the event of a conflict between the Rules of Operation and this Agreement, the terms of this Agreement shall control.

Section 2.2 Management Exclusively by the Foundation. The Foundation shall have sole and exclusive management authority with respect to Memorial consistent with this Agreement and the Rules of Operation in its use of the Memorial.

Section 2.3 Special Events. The Foundation understands and agrees that certain special events they may wish to stage may require a special use permit issued by the City, as required by the ordinances and regulations of the City. The Foundation shall be responsible for conducting and coordinating major event planning and site parking with the City.

Section 2.4 Nondiscrimination. The Foundation shall not discriminate against any of its employees, or in its management of the Memorial, because of race, religion, color, creed, sex, age, disabilities, or national origin. The Foundation or their employees shall not publicize the Memorial in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, creed, sex, age, disabilities, or national origin.

Section 2.5 Signage. The Foundation shall not permit any billboards, signs or other commercial advertising media of any kind or type whatsoever, on the exterior of the Memorial and the parking lot except as approved or permitted by the City in accordance with the City Sign Code.

Section 2.6 Memorial and Property Maintenance and Repairs. The Foundation shall be solely responsible for all maintenance, repairs, and upkeep of the Memorial throughout the term of this Agreement and any extension thereof. The Foundation shall keep the Memorial in good condition and repair. This shall include Memorial, equipment, structures, and internal and external systems, exterior structural units, lighting, and utility service delivery systems including all lines, transformers, meters, meter pits, piping, and valves. The Foundation shall be responsible for any items left at the Memorial by visitors.

The Foundation is not responsible for maintaining the surrounding Springhill Park property.

### ARTICLE III TERM

Section 3.1 Term of the Agreement. The term of this Agreement shall be for a period of twenty-five (25) years commencing on the date of mutual execution of this Agreement and approval by the City.

Section 3.2. Extension of Term. Not later than one (1) year prior to the termination of this Agreement, the Foundation shall notify the City, in writing, of its desire to execute a mutually agreed upon extension of this Agreement for twenty-five (25) years. Such extension shall be subject to City Council approval.

Section 3.3 Surrender of Occupancy. Upon termination of this Agreement, the Foundation's right to occupy the land shall terminate and the Foundation shall peaceably surrender occupancy of the Property to the City. No notice to quit the occupancy of the Property and operations at the termination of this agreement shall be necessary. At such time, ownership of the Memorial and any other improvements on the Property owned by the Foundation shall transfer to

the City. The Foundation agrees to execute any and all documents necessary to effectuate such transfer.

Section 3.4 Evidence of Termination. At the termination of this Agreement, and following full payment of any amounts payable hereunder in accordance with the provisions of this Agreement, the parties hereto shall deliver any documents and take such actions as may be necessary to effectuate the cancellation and evidence the termination of this Agreement.

Section 3.5 Termination of the Foundation. In the event that the existence of the Foundation is terminated or substantially changed in a manner that is not consistent with the purposes of this Agreement, the Foundation and the City shall negotiate in good faith concerning any modifications to this Agreement that may be appropriate to continue the intent, purpose and substantive terms of this Agreement and protect the City's interests and property. Upon termination of the Foundation, all property and material existing as part of the Memorial shall then become property of the City as a donation from the Foundation to the City.

#### ARTICLE IV FINANCIAL MATTERS

Section 4.1 General. The Foundation has the sole financial responsibility for the Memorial, and the City shall not have any financial responsibilities therefor.

Section 4.2 Operating Revenues and Expenses. The Foundation shall have sole and complete responsibility for its budgets, receipts and expenditures, and shall be solely responsible for all operating revenues and expenses received and incurred as a result of its management of its programs and the Memorial. The Foundation, and not the City, shall be responsible for any operating deficit.

Section 4.3 Reserves for Repairs. All repairs and replacement of real and personal property on or at the Memorial shall be at the sole cost and expense of the Foundation. However, the City may periodically request that reasonable repairs to the Memorial be undertaken, and the City may compel such repairs (or undertake such repairs on its own initiative and have access to the Memorial to do so) if it deems the condition of the Memorial to pose an immediate and unwarranted risk to the health and safety of users of the Memorial. The cost for any such repairs undertaken by the City hereunder shall be promptly reimbursed to the City by the Foundation.

#### ARTICLE V INSURANCE

Section 5.1 Insurance Requirements. Throughout the term of this Agreement, and any extension thereof, the Foundation agrees to cause to be procured and maintained in force with companies licensed to do business in the State of Colorado, (1) public liability insurance with, at minimum, policy limits of \$1,000,000/\$5,000,000 for bodily injury or death and \$500,000 for property damage, (2) fire, theft, and extended coverage hazard insurance, including damage from vandalism, in amounts equal to the repair or replacement costs of the Memorial, (3) workers' compensation insurance in accordance with the laws of the State of Colorado, and (4) Automobile

Liability in the amount of \$600,000. The insurance limits shall be reviewed with the City every five years to ensure adequate coverage. (See requirements in Attachment 1)

Section 5.2 Insurance Copies. A certified copy of the policies, or a certificate evidencing the existence thereof, shall be delivered to the Director of Internal Services or designee, within ten (10) days prior to commencement of construction on the Memorial. Each such copy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, or materially changed or modified without giving thirty (30) days written advance notice thereof to the City. Each such policy shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the City, raise any defense involving in any way the immunity of the City, its officers, agents or employees, governmental nature of the City, or the provisions of any statutes respecting suits against the City.

Section 5.3 Hold Harmless. Upon receipt of notice from the City, the Foundation shall take such action as the City reasonably deems necessary and expedient to insure that the City is held harmless from any liability from any cause whatsoever arising as a result of the Foundation's activity, use and operations on the Site to any person, individual or entity.

## ARTICLE VI INDEMNIFICATION

Section 6.1 Indemnification Covenant. The Foundation shall defend, indemnify and save the City and its respective agents, officers and employees, and hold them harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses of the City), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising out any of the following, except when caused by the negligence or the willful misconduct or gross negligence of the City or its agents, officers or employees acting in their official capacity (and not as patrons of the Memorial):

- 6.1.1 The use or occupancy by the Foundation (as applicable) or patrons or the general public of the Memorial or participating in the Programs;
- 6.1.2 Violation by the Foundation, (as applicable) of any agreements, representation, warranty, covenant or condition of this Agreement;
- 6.1.3 Violation by the Foundation, (as applicable) of any other contract, agreement or restrictions relating to the Memorial; or
- 6.1.4 Violation by the Foundation, (as applicable) of any law, ordinance, regulation or court order affecting the Memorial or the ownership, occupancy or use thereof.

Section 6.2 Notice. The City shall promptly notify the Foundation, in writing, of any claim or action brought against the City in respect of which indemnity may be sought against the Foundation, hereunder, setting forth the particulars of such claim or action. The City may employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall not be payable by the Foundation, unless such employment has been specifically authorized by the Foundation.

Section 6.3 Agreement to Pay Fees and Expenses of Counsel. In the event the Foundation should default under any of the provisions of this Agreement and the City should employ Counsel or incur other expenses for the enforcement or performance or observance of any obligation or agreement on the part of the Foundation herein contained, the Foundation agrees that it will on demand therefore pay to the City or, if so directed by the Foundation to the Counsel for the City, the reasonable fees of such Counsel and such other expenses so incurred by or on behalf of the City.

Section 6.4 Mechanics Liens. In addition and not in limitation of the foregoing, the Foundation shall take reasonable steps to cooperate with the City to prevent the filing of any mechanics lien against the City's ownership interest in the Property, including without limitation providing the City with a list of all contractors and subcontractors and providing other reasonable assistance in giving the notice provided for in C.R.S. Section 38-22-105(2), but not including the purchase by the Foundation of payment and performance bonds.

## ARTICLE VII DAMAGE OR DESTRUCTION OF THE PREMISES

Section 7.1 Damage or Destruction of the Memorial. If the Memorial or any other improvements on the Property are damaged or destroyed by fire or other casualty, the Foundation shall cause the net proceeds of any insurance thereon to be used to promptly repair, rebuild, and/ or restore the Memorial and such other improvements to substantially the same condition as existed prior to such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Foundation in compliance with this Agreement and all applicable City laws and regulations. If the net proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Foundation will nonetheless complete the work thereof and will pay any costs thereof in excess of the amount of said net proceeds.

In any event of substantial damage to or destruction of the Memorial or other improvements on the Property, the Foundation shall provide to the City the time schedule for their repair, rebuilding, or restoration. Work on the repair, rebuilding, or restoration of the Memorial and other improvements shall commence no later than four (4) months following the date of such damage or destruction or two (2) months after settlement of all insurance claims related thereto, whichever occurs last.

The Foundation shall be responsible for the installation of safety fencing and any other measures reasonably necessary to secure the Memorial within 24 hours of its damage or destruction.

## ARTICLE VIII DEFAULT AND OTHER OCCURRENCES; REMEDIES

Section 8.1. Events of Default. The following are events of default under this Agreement.

- 8.1.1 If the Foundation files a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is therefore adjudicated a bankrupt pursuant to proceedings; or if a court shall take jurisdiction of the Foundation and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for the Foundation assets is appointed; or if the Foundation shall be divested of its rights, powers and privileges under this Agreement by other operation of law.
- 8.1.2 Failure to complete the Memorial within the time provided in Section 1.1.5, or if the Foundation shall abandon and discontinue the construction and development of the Memorial, or cease operation or maintenance of its Memorial, or abandon the memorial site. Notwithstanding other provisions in this Article and Article III, upon abandonment of the Memorial by the Foundation, the City is not obligated to maintain the Memorial site.
- 8.1.3 If the Foundation shall fail to perform, keep and observe any of the terms, or provisions, covenants and conditions contained in this Agreement to be performed, kept and observed by it.
- 8.1.4 If the Foundation fails to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Colorado, or the City.
- 8.1.5 If the Foundation fails to obtain any insurance or indemnity required under the terms of this Agreement or permit any such insurance or indemnity to lapse or become void.
- 8.1.6 If the Foundation declines to provide repairs necessary for the proper and lawful operation of the Memorial.

Section 8.2 Notice and Right to Cure. Upon the occurrence of any event of default by the Foundation recited in Section 8.1.1 through 8.1.6 above, the City shall give written notice to the defaulting party to correct or cure same and if, within thirty (30) days from the date of such notice, the default, failure to perform or breach complained of shall not have been corrected in a manner satisfactory to the City, the City shall have the remedies specified in this Agreement. Upon the occurrence of any event of default by the City recited in Section 8.1.3, the Foundation shall give written notice to the City to correct or cure same and if, within thirty (30) days from the date of such notice, the default, failure to perform or breach complained of shall not have been corrected in a manner satisfactory to the Foundation, the Foundation shall have the remedies specified in this Agreement.

Section 8.3. Remedies. Should any one or more of the events of default occur, the non-defaulting party (the City or the Foundation) shall have the right to a claim for damages or for such equitable relief as may be necessary or appropriate to cure the defect and compensate the non-defaulting party, or such other remedies as are specified in this Article. For certain events of default by the Foundation, additional possible remedies for the benefit of the City are provided below subject to other provisions of this Agreement. The use rights granted in this Agreement are coupled with an interest in favor of the Foundation, namely ownership of the improvements constructed on the Property. The remedies set forth below shall be strictly applied.

8.3.1 This Agreement is subject to cancellation by the City if, and only if, construction of the Memorial does not commence within twelve (12) months following mutual execution of this Agreement after approval by the City or if the Foundation does not expend or enter into binding construction contracts to expend at least \$400,000 in hard construction costs on the Property within twenty-four (24) months after the mutual execution of this Agreement.

## ARTICLE IX GENERAL PROVISIONS

Section 9.1 General Conditions. The following are regarded as the General Conditions of this Agreement.

- 9.1.1 Merger. This Agreement shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.
- 9.1.2 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties. The parties reserve the right to mutually negotiate and modify the terms of this agreement as needed when done in writing and authorized by each party.
- 9.1.3 Assignment. The activities and uses to which the Property may be put and the rights, privileges and obligations granted herein to the Foundation are personal to the Foundation. The Foundation agrees that it will not assign, transfer or subcontract its rights, privileges and obligations granted hereunder without the express prior written consent of the City. Such consent shall not be unreasonably withheld. The City shall consent to the assignment if the proposed assignee is a provider of construction services as defined in Section 1.1.5. Any purported assignment in violation hereof shall be void. This Agreement is not a lease, and the Foundation may not sublease nor convey any ownership right, title, or interest in any part of the Facility except as provided herein.
- 9.1.4 Fee. The concession permit fee under this Agreement is \$10 per year.
- 9.1.5 Successors and Assigns Bound by Covenants. All covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors, subcontractors and assigns of the respective parties hereto.
- 9.1.6 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached hereto shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.
- 9.1.7 Authorized Representative. In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement, and any extension

thereof, and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

Association: RICK CANDALL, Chief Executive Officer / President  
Colorado Freedom Memorial Foundation  
PO Box 472333  
AURORA, CO 80047

City: Tom Barrett, Director Parks, Recreation and Open Space  
15151 E. Alameda Parkway  
Aurora, Colorado 80012

Copies to: Office of the City Attorney  
15151 E. Alameda Parkway  
Aurora, Colorado 80012

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given to the parties required hereunder to receive such notice, certificate or communication when mailed by certified mail, postage prepaid. The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

- 9.1.8 Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Colorado.
- 9.1.9 Further Assurances. The parties agree that they shall, from time to time, execute and deliver such further instruments and take such further actions as may be reasonably required to carry out the purposes of this Agreement.
- 9.1.10 Independent Contractor; Not a Partnership. The parties acknowledge and agree that any and all acts of the Foundation and its personnel, employees, agents, or contractors performed pursuant to this Agreement shall be undertaken as independent contractors and not as employees or agents of the City. The Foundation shall have no authority to bind the City by any contract or agreement, or to impose any liability upon the City. The relation between the City and the Foundation is that of concession permit issuer and concession permit holder, and nothing in this Agreement shall be construed to create the relationship of partner or joint venturer.

#### ARTICLE X INVALID PROVISION

Section 10.1. Invalid Provision. In the event that any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained shall not affect the validity of the remainder of the covenants, conditions, or provisions of this Agreement which shall in all respects remain a legally binding contract with the invalid portion being deleted; provided that the validity of any such covenant, condition, or provision does not materially prejudice either the City or the

Foundation in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

## ARTICLE XI ILLEGAL ALIENS

Section 11.1. Unlawful Employees, Contractors and Subcontractors. The Foundation shall not knowingly employ or contract with illegal aliens to perform work under this Agreement. The Foundation shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with illegal aliens to perform work under this Agreement and (b) fails to certify to the Foundation that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Section 11.2. Verification Regarding Illegal Aliens: By executing this contract, the Foundation confirms the employment eligibility of all employees who are newly hired for employment to perform work for this project through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

Section 11.3. Limitations. The Foundation shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

Section 11.4. Duties of the Foundation. If the Foundation obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Foundation shall be required to:

- 11.4.1. Notify the subcontractor and the City within three days that the Foundation has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- 11.4.2. Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Foundation shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Section 11.5. Duty To Comply With State Investigation. The Foundation shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking

Section 11.6. Damages. Notwithstanding any other provisions within this contract, if the Foundation violates any of the above provisions regarding illegal aliens the City may terminate this Agreement for cause and the Foundation may be liable for consequential damages.

Section 11.7. Background Checks. The Foundation principals and all employees are subject to a criminal background check performed by the City before they are allowed to work at the Memorial. All substitute or replacement employees must have the same clearance prior to the date services are performed.

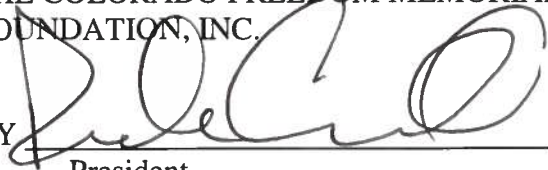


Executed this 8th day of November 2012.

CITY OF AURORA, a Municipal Corporation

THE COLORADO FREEDOM MEMORIAL  
FOUNDATION, INC.

BY   
\_\_\_\_\_  
City Manager

BY   
\_\_\_\_\_  
President


ATTEST:

  
\_\_\_\_\_  
City Clerk

RISK MANAGEMENT:

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

## Attachment 1

### INSURANCE REQUIREMENTS

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#### INSURANCE REQUIREMENTS

The Foundation under this agreement will be required to procure and maintain, at their own expense and without cost to the City of Aurora, until final acceptance by the City of all work covered by the Purchase Order or contract the following types of insurance. The policy limits required are to be considered minimum amounts:

**Commercial General Liability Insurance** policy with minimum limits of **\$1,000,000** combined single limit for each occurrence. This policy should include the following coverages: Blanket Contractual Liability, Property Damage Liability, Completed Operations and Personal Injury.

**Comprehensive Automobile Liability Insurance** which includes coverage for all owned, non-owned and rented vehicles with a minimum limit of **\$600,000** combined single limit for each occurrence.

**Worker Compensation and Employers Liability Insurance** shall cover the obligations of the Foundation in accordance with the provisions of the Workers Compensation Act, as amended, of the State of Colorado.

**Subcontractor's Insurance** It shall be the responsibility of the Foundation to ensure that subcontractors are properly insured to meet the above requirements before they are permitted to commence work on the project. The Foundation is also responsible for verifying that the subcontractor's insurance continues in force throughout the time of the work the subcontractor performs on the project. Any subcontractor which 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.

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. The following policy limit is to be considered a minimum amount.

**Professional Liability Insurance** policy with a minimum limit of **\$1,000,000** per claim. The policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed under this contract.

**Additional Insured** The contractor shall name the City of Aurora, its elected and appointed officials, officers, employees, agents and representatives as additional insureds for the Comprehensive General Liability and Auto Liability insurance policies and the certificate of insurance will include this specific language.

The contractor shall provide certificates of insurance to the City of Aurora demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. As a condition of payment, the Contractor shall attach to each invoice a current certificate of insurance issued and dated within thirty (30) business days of the date of the invoice. Failure to provide such insurance certificate shall cause the invoice to be rejected by the City and returned to the Contractor. The insurance coverages enumerated above constitute the minimum requirements and said enumerations shall in no way lessen or limit the liability of the contractor under the terms of the Contract. The Contractor may procure and maintain, at their own expense, any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the performance of the work. 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 of Aurora in response to the particular circumstances giving rise to the contract.

Form No. 410-33 (Disk 3/rev. 4/98/rev. 02/11/rev. 06/11/rev. 08/11)

**FIRST AMENDMENT TO  
CONCESSION AGREEMENT**

This **FIRST AMENDMENT TO CONCESSION AGREEMENT** (“Amendment”) is hereby made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF AURORA**, a home rule municipal corporation organized and existing under the laws of the State of Colorado, hereinafter referred to as the “City” and **THE COLORADO FREEDOM MEMORIAL FOUNDATION, INC.**, hereinafter referred to as the “Foundation”, a Colorado non-profit corporation (collectively, the “Parties” and individually each a “Party”).

**RECITALS**

WHEREAS, the City and the Foundation previously entered into Concession Agreement (the “Original Concession Agreement”) on November 8, 2012 for the right to construct the Colorado Freedom Memorial monument, pathways surrounding and leading up to the Memorial, landscaping and irrigation within the walkways, furnishings (plaza, kiosk, signage, benches, flag poles, lighting, etc.) related to the monument, and parking area connected by the pathways to the Memorial in the Springhill Community Park; and

WHEREAS, the Parties desire to amend the Original Concession Agreement for the right to construct an additional monument called the Gold Star Families Memorial monument, pathways surrounding and leading up to the Memorial, landscaping and irrigation within the walkway, furnishings (plaza, kiosk, signage, benches, flag poles, lighting, etc.) related to the monument in the Springhill Community Park; and

WHEREAS, the City and the Foundation desire, by this Amendment to the Original Concession Agreement, to continue furthering the following goals of the City and the Foundation:

- (a) Honoring fallen soldiers from Colorado through the Colorado Freedom Memorial and Gold Star Families Memorial monuments in Springhill Community Park; and
- (b) Ensuring that people of all ages and incomes are provided with the opportunity to view the Memorials and honor the fallen soldiers; and
- (c) Ensuring the Foundation autonomy in the operation and maintenance of the Memorials.

NOW, THEREFORE, in consideration of the above Recitals and the promises and terms hereinafter set forth, the Parties mutually agree to amend the Original Concession Agreement as follows:

**ARTICLE I**  
**RIGHT TO CONSTRUCT AND OCCUPY PARK PROPERTY**

1. **Section 1.1. General.** Section 1.1 of the Original Concession Agreement is hereby amended to read as follows:

Section 1.1 General. The City hereby grants to the Foundation and its approved subcontractors the right to construct the Memorials on the Property. The Memorials shall include the Colorado Freedom Memorial monument, the Gold Star Families Memorial

monument, pathways surrounding and leading up to the Memorials, landscaping and irrigation within the walkways, furnishings (plaza, kiosk, signage, benches, flag poles, lighting, etc) related to the monuments, and parking area connected by the pathways to the Memorials. (See Attachment 2 as a complete representation of the planned Memorials). Occupancy of the Property shall conform to the zoning, park master plan and applicable codes and standards as approved by the City, and this Agreement.

2. **Section 1.1.3.** Section 1.1.3 of the Original Concession Agreement is hereby amended to read as follows:

Section 1.1.3 Nothing in this Agreement shall be construed to provide the Foundation with any warranty, guarantee, or assurance that the Property is suitable for the construction and operation of the Memorials, nor that the Property has the necessary physical characteristics to support such construction. The City disclaims any warranty concerning the environmental condition of the Property. The Foundation shall be solely responsible for the performance and cost of any soil and other testing and final site plan development necessary to determine such suitability.

3. **Section 1.1.4.** Section 1.1.4 of the Original Concession Agreement is hereby amended to read as follows:

Section 1.1.4 The construction, occupancy and operation of the Memorials shall be subject to the City Charter, City Code, ordinances, Park and Open Space Dedication and Development Criteria Manual, and rules and regulations of the City.

4. **Section 1.1.5.** Section 1.1.5 of the Original Concession Agreement is hereby amended to read as follows:

Section 1.1.5 Construction of the Colorado Freedom Memorial shall commence within twelve (12) months following mutual execution of this Agreement after approval by the City and shall be constructed within twenty-four (24) months following mutual execution of this Agreement after approval by the City. Construction of the Gold Star Families Memorial shall commence within \_\_\_\_\_ ( ) months following mutual execution of the Amendment after approval by the City and shall be constructed within \_\_\_\_\_ ( ) months following mutual execution of this Amendment after approval by the City. The Property shall be used to provide Memorials for the community as set forth in the Agreement in Section 1.1, open to the public as constructed pursuant to this Agreement.

5. **Section 1.1.6.** Section 1.1.6 of the Original Concession Agreement is hereby amended to read as follows:

Section 1.1.6 Prohibited Uses. The Memorials shall only be used for the uses described in Section 1.1. Accessory uses special events or gatherings shall be submitted through City permitting processes for approval.

6. **Section 1.2.1.** Section 1.2.1 of the Original Concession Agreement is hereby amended to read as follows:

- 1.2.1 Plans and Drawings. The Foundation shall submit to the City, through its Parks, Recreation and Open Space Department the following documents for review and approval by the City Staff as required by the City Code containing such information as is required by the City Code: site plan, civil construction plans, planting and irrigation plans, specifications, and building construction plans, and as built drawings of the constructed Memorials within a reasonable time following completion of construction. The Foundation is responsible for all applicable review and permit fees. (See Attachment 2)
7. **Section 1.2.2.** Section 1.2.2 of the Original Concession Agreement is hereby amended to read as follows:
- 1.2.2 Right to Observation. The City shall have the unrestricted right to observe the construction of the Memorials and parking lot through the construction inspection process and may initiate any action it believes necessary to address observed construction activities that, in the City’s reasonable judgment, are deemed substandard, unacceptable, or not in conformance with plans, specifications and construction documents, provided that the Foundation shall not rely upon such occasional City inspections to provide any level of construction inspection services.
8. **Section 1.2.3.** Section 1.2.3 of the Original Concession Agreement is hereby amended to read as follows:
- 1.2.3 Utilities. The Foundation shall be responsible for the installation and cost thereof of all utilities necessary to serve the Memorials and the Property, including but not limited to, electrical, water, sewer, gas, and communications, required to develop, construct, equip, maintain, manage, and operate the Memorials. Design, construction, and maintenance of utilities shall be coordinated through and approved by the Parks, Recreation and Open Space Department.
9. **Section 1.2.4.** Section 1.2.4 of the Original Concession Agreement is hereby amended to read as follows:
- 1.2.4 City Responsibilities. The City shall bear certain costs to prepare the land in Springhill Park for construction of the Memorials and the park itself. The City will pay for the site design, engineering, grading and drainage in Springhill Park which will encompass the Memorial Property, and lighting for the Memorial parking lot.
10. **Section 1.3.** Section 1.3 of the Original Concession Agreement is hereby amended to read as follows:
- Section 1.3 Construction of the Memorial. The Foundation shall, at its sole cost and expense, develop and construct its Memorials on the Property in conformance with the plans and specifications as approved by the City through the review process.
11. **Section 1.3.1.** Section 1.3.1 of the Original Concession Agreement is hereby amended to read as follows:

1.3.1 The Foundation and its subcontractors shall assume all responsibility for financing and funding the planning, development, construction, equipping, operation, management, and maintenance of the Memorials. The Foundation shall be solely responsible for, including the cost thereof whether incurred directly or indirectly, all consultant selection, site and building design, Memorials construction as described in Section 1.1, additional landscaping and lighting, surveying, mapping, site grading, soil and other such testing procedures, contractor selection, construction observation and inspection, taxes, and permit acquisition as determined necessary within the City plans review and approval process.

12. **Section 1.3.2.** Section 1.3.2 of the Original Concession Agreement is hereby amended to read as follows:

1.3.2 The City shall not be responsible for any additional costs or expenses except that the City shall allow occupancy of the Property for construction of the Memorials as described in Section 1.1 and approved plans, and other support for the Memorials as deemed necessary and approved by the City.

## ARTICLE II MANAGEMENT AND MAINTENANCE OF MEMORIAL

13. **Section 2.1.** Section 2.1 of the Original Concession Agreement is hereby amended to read as follows:

Section 2.1 General During the term of this Agreement and any renewals of this Agreement, the Foundation and its permitted successors and assigns shall manage the Memorials for the uses permitted in Section 1.1. The Foundation will adopt rules of operation that serve as guidelines governing the management, maintenance and repair of the Memorials, and identified permitted and prohibited uses of the Memorials (“Rules of Operation”). The Rules of Operation shall be available for review by the City upon request by the City. In the event of a conflict between the Rules of Operation and this Agreement, the terms of this Agreement shall control.

14. **Section 2.2.** Section 2.2 of the Original Concession Agreement is hereby amended to read as follows:

Section 2.2 Management Exclusively by the Foundation. The Foundation shall have sole and exclusive management authority with respect to the Memorials consistent with this Agreement and the Rules of Operation in its use of the Memorials.

15. **Section 2.4.** Section 2.4 of the Original Concession Agreement is hereby amended to read as follows:

Section 2.4 Nondiscrimination. The Foundation shall not discriminate against any of its employees, or in its management of the Memorials, because of race, religion, color, creed, sex, age, disabilities, or national origin. The Foundation or their employees shall not publicize the Memorials in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, creed, sex, age, disabilities, or national origin.

16. **Section 2.5.** Section 2.5 of the Original Concession Agreement is hereby amended to read as follows:

Section 2.5 Signage. The Foundation shall not permit any billboards, signs or other commercial advertising media of any kind or type whatsoever, on the exterior of the Memorials and the parking lot except as approved or permitted by the City in accordance with the City Sign Code.

The Foundation is not responsible for maintaining the surrounding Springhill Park property.

ARTICLE III  
TERM

17. **Section 3.3.** Section 3.3 of the Original Concession Agreement is hereby amended to read as follows:

Section 3.3 Surrender of Occupancy. Upon termination of this Agreement, the Foundation's right to occupy the land shall terminate and the Foundation shall peaceably surrender occupancy of the Property to the City. No notice to quit the occupancy of the Property and operations at the termination of this agreement shall be necessary. At such time, ownership of the Memorials and any other improvements on the Property owned by the Foundation shall transfer to the City. The Foundation agrees to execute any and all documents necessary to effectuate such transfer.

18. **Section 3.5.** Section 3.5 of the Original Concession Agreement is hereby amended to read as follows:

Section 3.5 Termination of the Foundation. In the event that the existence of the Foundation is terminated or substantially changed in a manner that is not consistent with the purposes of this Agreement, the Foundation and the City shall negotiate in good faith concerning any modifications to this Agreement that may be appropriate to continue the intent, purpose and substantive terms of this Agreement and protect the City's interests and property. Upon termination of the Foundation, all property and material existing as part of the Memorials shall then become property of the City as a donation from the Foundation to the City.

ARTICLE IV  
FINANCIAL MATTERS

19. **Section 4.1.** Section 4.1 of the Original Concession Agreement is hereby amended to read as follows:

Section 4.1 General. The Foundation has the sole financial responsibility for the Memorials, and the City shall not have any financial responsibilities therefor.

20. **Section 4.2.** Section 4.2 of the Original Concession Agreement is hereby amended to read as follows:

Section 4.2 Operating Revenues and Expenses. The Foundation shall have sole and complete responsibility for its budgets, receipts and expenditures, and shall be solely responsible for all operating revenues and expenses received and incurred as a result of its management of its programs and the Memorials. The Foundation, and not the City, shall be responsible for any operating deficit.

21. **Section 4.3.** Section 4.3 of the Original Concession Agreement is hereby amended to read as follows:

Section 4.3 Reserves for Repairs. All repairs and replacement of real and personal property on or at the Memorials shall be at the sole cost and expense of the Foundation. However, the City may periodically request that reasonable repairs to the Memorials be undertaken, and the City may compel such repairs (or undertake such repairs on its own initiative and have access to the Memorials to do so) if it deems the condition of the Memorials to pose an immediate and unwarranted risk to the health and safety of users of the Memorials. The cost for any such repairs undertaken by the City hereunder shall be promptly reimbursed to the City by the Foundation.

ARTICLE V  
INSURANCE

22. **Section 5.1.** Section 5.1 of the Original Concession Agreement is hereby amended to read as follows:

Section 5.1 Insurance Requirements. The Concessionaire shall provide, pay for and maintain the types and minimum limits of insurance, as indicated below, covering Concessionaire, its subcontractors or representatives, along with the activities of any and all subcontractors retained by them or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable. The insurance required is as follows:

- **Commercial General Liability Insurance.** Concessionaire shall maintain commercial general liability insurance covering all operations 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. The City of 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

\$1,000,000 products and completed operations

- **Commercial Property Insurance.** Concessionaire shall maintain a commercial property insurance policy covering all risks of physical loss or damage to or destruction of the property and "insurable improvements or betterments" located at the location(s) described herein including vandalism, on a replacement cost basis. User acknowledges and agrees that City will not be responsible for damage to or destruction of its property.



- **Certificates of Insurance.** Upon the execution of this Agreement, Concessionaire shall provide certificates of insurance to the City of Aurora evidencing that the minimum coverages required are in effect. Concessionaire agrees that its insurance 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 Concessionaire's coverage is renewed at any time prior to completion of the services, the Concessionaire shall be responsible for obtaining updated insurance 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 the insurance carriers shall be a minimum of an A- VII. Concessionaire 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 of Aurora in response to the particular circumstances giving rise to the contract. Concessionaire's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

23. **Section 5.2.** Section 5.2 of the Original Concession Agreement is removed.

~~Section 5.2 — Insurance Copies. A certified copy of the policies, or a certificate evidencing the existence thereof, shall be delivered to the Director of Internal Services or designee, within ten (10) days prior to commencement of construction on the Memorials. Each such copy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, or materially changed or modified without giving thirty (30) days written advance notice thereof to the City. Each such policy shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the City, raise any defense involving in any way the immunity of the City, its officers, agents or employees, governmental nature of the City, or the provisions of any statutes respecting suits against the City.~~

24. **Section 5.3.** Section 5.3 of the Original Concession Agreement is hereby amended to be numbered 5.2 and read as follows:

Section 5.2 Hold Harmless. Upon receipt of notice from the City, the Foundation shall take such action as the City reasonably deems necessary and expedient to insure that the City is held harmless from any liability from any cause whatsoever arising as a result of the Foundation's activity, use and operations on the Site to any person, individual or entity.

## ARTICLE VI INDEMNIFICATION

25. **Section 6.1.** Section 6.1 of the Original Concession Agreement is hereby amended to read as follows:

Section 6.1 Indemnification Covenant. The Foundation shall defend, indemnify and save the City and its respective agents, officers and employees, and hold them harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses of the City), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising out any of the following, except when caused by the negligence or the willful misconduct or gross negligence of the City or its agents, officers or employees acting in their official capacity (and not as patrons of the Memorials):

26. **Section 6.1.1.** Section 6.1.1 of the Original Concession Agreement is hereby amended to read as follows:
  - 6.1.1 The use or occupancy by the Foundation (as applicable) or patrons or the general public of the Memorials or participating in the Programs;
27. **Section 6.1.3.** Section 6.1.3 of the Original Concession Agreement is hereby amended to read as follows:
  - 6.1.3 Violation by the Foundation, (as applicable) of any other contract, agreement or restrictions relating to the Memorials; or
28. **Section 6.1.4.** Section 6.1.4 of the Original Concession Agreement is hereby amended to read as follows:
  - 6.1.4 Violation by the Foundation, (as applicable) of any law, ordinance, regulation or court order affecting the Memorials or the ownership, occupancy or use thereof.

ARTICLE VII  
DAMAGE OR DESTRUCTION OF THE PREMISES

29. **Section 7.1.** Section 7.1 of the Original Concession Agreement is hereby amended to read as follows:

Section 7.1 Damage or Destruction of the Memorials. If the Memorials or any other improvements on the Property are damaged or destroyed by fire or other casualty, the Foundation shall cause the net proceeds of any insurance thereon to be used to promptly repair, rebuild, and/ or restore the Memorials and such other improvements to substantially the same condition as existed prior to such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Foundation in compliance with this Agreement and all applicable City laws and regulations. If the net proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Foundation will nonetheless complete the work thereof and will pay any costs thereof in excess of the amount of said net proceeds.

In any event of substantial damage to or destruction of the Memorials or other improvements on the Property, the Foundation shall provide to the City the time schedule for their repair, rebuilding, or restoration. Work on the repair, rebuilding, or restoration of

the Memorials and other improvements shall commence no later than four (4) months following the date of such damage or destruction or two (2) months after settlement of all insurance claims related thereto, whichever occurs last.

The Foundation shall be responsible for the installation of safety fencing and any other measures reasonably necessary to secure the Memorials within 24 hours of its damage or destruction.

ARTICLE VIII  
DEFAULT AND OTHER OCCURRENCES; REMEDIES

30. **Section 8.1.2.** Section 8.1.2 of the Original Concession Agreement is hereby amended to read as follows:

8.1.2 Failure to complete the Memorials within the time provided in Section 1.1.5, or if the Foundation shall abandon and discontinue the construction and development of the Memorials, or cease operation or maintenance of its Memorials, or abandon the memorial site. Notwithstanding other provisions in this Article and Article III, upon abandonment of the Memorials by the Foundation, the City is not obligated to maintain the Memorial site.

31. **Section 8.1.6.** Section 8.1.6 of the Original Concession Agreement is hereby amended to read as follows:

8.1.6 If the Foundation declines to provide repairs necessary for the proper and lawful operation of the Memorials.

32. **Section 8.3.1.** Section 8.3.1 of the Original Concession Agreement is hereby amended to read as follows:

8.3.1 This Agreement is subject to cancellation by the City if, and only if, construction of the Memorials does not commence within the agreed upon time in Section 1.1.5 following mutual execution of this Agreement after approval by the City or if the Foundation does not expend or enter into binding construction contracts to expend at least \$400,000 in hard construction costs on the Property within twenty-four (24) months after the mutual execution of this Agreement.

ARTICLE IX  
GENERAL PROVISIONS

33. **9.1.2. Modification.** Section 9.1.2 of the Original Concession Agreement is hereby amended to read as follows:

9.1.2 The Amendment represents the entire agreement of the parties as to any modification of the Original Concession Agreement and Amendment to the Original Concession Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth in the Amendment and the Original Concession Agreement. No agent, employee or

other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties. The parties reserve the right to mutually negotiate and modify the terms of this agreement as needed when done in writing and authorized by each party.

34. **Section 9.1.7.** Section 9.1.7 of the Original Concession Agreement is hereby amended to read as follows:

9.1.7 Authorized Representative. In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement, and any extension thereof, and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

Association: Rick Crandall, Chief Executive Officer  
Colorado Freedom Memorial Foundation

City: Brooke Bell, Director Parks, Recreation and Open Space  
15151 E. Alameda Parkway  
Aurora, Colorado 80012

Copies to: Office of the City Attorney  
15151 E. Alameda Parkway  
Aurora, Colorado 80012

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given to the parties required hereunder to receive such notice, certificate or communication when mailed by certified mail, postage prepaid. The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

35. **Article IX** is hereby amended by the addition of a new subsection to be numbered 9.1.11, which subsection shall read as follows:

9.1.11 All other provisions of the Original Concession Agreement not expressly amended in this Amendment shall remain in full force and effect, and the Original Concession Agreement, as amended by this Amendment (collectively, the “Concession Agreement”), shall be binding upon and inure to the benefit of each of the undersigned.

*[Remainder of page intentionally left blank]*

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF AURORA, a Municipal Corporation

THE COLORADO FREEDOM MEMORIAL  
FOUNDATION, INC.

BY \_\_\_\_\_  
City Manager

BY *Rick Crandall*  
President

ATTEST:

\_\_\_\_\_  
City Clerk

RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

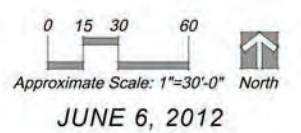
APPROVED AS TO FORM:

*Angela L. Garcia*  
Assistant City Attorney

ATTACHMENT 2



**SPRINGHILL COMMUNITY PARK**  
**COLORADO FREEDOM MEMORIAL**  
 CITY OF AURORA PARKS, RECREATION AND OPEN SPACE



EFFECTIVE DATE: 8-17-20

RESOLUTION NO. R2020 – 72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE FIRST AMENDMENT TO THE COLORADO FREEDOM  
MEMORIAL CONCESSIONAIRE AGREEMENT TO INCLUDE  
THE GOLD STAR FAMILIES MEMORIAL MONUMENT

WHEREAS, the City and the Colorado Freedom Memorial Foundation previously entered into a Concessionaire Agreement on November 8, 2012 for the right to construct the Colorado Freedom Memorial monument in the Springhill Community Park; and

WHEREAS, the Parties desire to amend the Colorado Freedom Memorial Concessionaire Agreement to include the Gold Star Families Memorial Monument to be installed near the Colorado Freedom Memorial monument in the Springhill Community Park; and

WHEREAS, the City and the Colorado Freedom Memorial Foundation desire, by this First Amendment to the Colorado Freedom Concessionaire Agreement, to continue furthering the following goals of the City and the Colorado Freedom Memorial Foundation:

- (a) Honoring fallen soldiers from Colorado through the Colorado Freedom Memorial monument and Gold Star Families Memorial Monument in Springhill Community Park; and
- (b) Ensuring that people of all ages and incomes are provided with the opportunity to view the Memorials and honor the fallen soldiers; and
- (c) Ensuring the Colorado Freedom Memorial Foundation autonomy in the operation and maintenance of the Memorials; and

WHEREAS, City Code Section 2-62(c) provides that except as otherwise expressly provided for by the Charter or the Code, the city manager shall have the power to approve and execute all contracts and agreements on behalf of the city.

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

Section 1. The First Amendment to the Colorado Freedom Memorial Concessionaire Agreement to include the Gold Star Families Memorial Monument is hereby approved.


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

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

RESOLVED AND PASSED this 17th day of August, 2020

  
MIKE COFFMAN, Mayor

ATTEST:

  
~~STEPHEN J. RUGER, City Clerk~~  
Interim City Clerk

APPROVED AS TO FORM:

  
ANGELA L. GARCIA, Assistant City Attorney



RESOLUTION NO. R2023- 10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR THE COLORADO FREEDOM MEMORIAL FOUNDATION GOALS AND THE CONSTRUCTION OF THE COLORADO FREEDOM MEMORIAL VISITOR AND EDUCATION CENTER IN SPRINGHILL COMMUNITY PARK

WHEREAS, the City and the Colorado Freedom Memorial Foundation entered into a Concessionaire Agreement on November 8, 2012, for the right to construct the Colorado Freedom Memorial monument in the Springhill Community Park; and

WHEREAS, the Colorado Freedom Memorial Foundation was authorized to install the Gold Star Families Memorial monument near the Colorado Freedom monument in Springhill Community Park on August 17, 2020; and

WHEREAS, the Colorado Freedom Memorial Foundation is expanding the memorial by constructing a visitor and education center in Springhill Community Park to be known as the Colorado Freedom Memorial ("CFM") Center; and

WHEREAS, the CFM Center will be an indoor venue featuring educational material about the fallen soldiers from Colorado and to enrich the tribute paid for those sacrifices through exhibits and interpretive media; and

WHEREAS, the construction of the Colorado Freedom Memorial Visitor Center will require additional processes and approvals before the Center can be completed; and

WHEREAS, the City and the Colorado Freedom Memorial Foundation desire to continue furthering the following goals of the City and the Colorado Freedom Memorial Foundation:

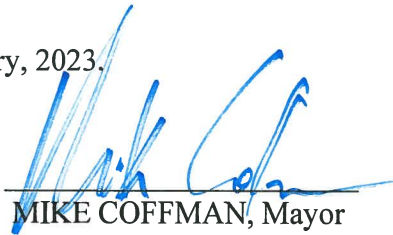
- (a) Honoring fallen soldiers from Colorado through the Colorado Freedom Memorial monument and the Gold Star Families Memorial Monument in Springhill Community Park; and
- (b) Ensuring people of all ages and incomes are provided with the opportunity to view the Memorials and honor the fallen soldiers; and
- (c) Ensuring the Colorado Freedom Memorial Foundation's autonomy in the operation and maintenance of the Memorials.

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

The Aurora City Council resolves its support for the Colorado Freedom Memorial Foundation's goals and the construction of the Colorado Freedom Memorial Center in Springhill Community Park, and authorize staff to continue to collaborate with the Colorado Freedom Memorial Foundation in adherence to City Codes and policies.

RESOLVED AND PASSED this 30th day of January, 2023.



  
MIKE COFFMAN, Mayor

ATTEST:

  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

  
TIM JOYCE, Assistant City Attorney

RESOLUTION NO. R2023- 74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S APPROVAL OF RENAMING THE SOUTHERN PORTION OF THE EXISTING SPRINGHILL PARK “MEMORIAL PARK”

WHEREAS, the City has Resolution R93-37 pertaining to a City policy for naming City-owned parks, public properties, and public facilities; and

WHEREAS, per the resolution, names for geographic locations, such as a name for a park, are submitted by a person, group, City staff, or board or commission, through the office of City Manager to Council for approval; and

WHEREAS, an existing community park named Springhill Park is located at 810 N. Telluride Street; and

WHEREAS, the Parks, Recreation and Open Space Department desires to separate a portion of Springhill Park in the area of the Colorado Freedom Memorial and rename that portion Memorial Park; and

WHEREAS, the Parks and Recreation Advisory Board has submitted a request to the City Manager’s office that the southern portion of Springhill Park (Arapahoe County Parcel 1975-04-4-10-001) be renamed “Memorial Park”; and

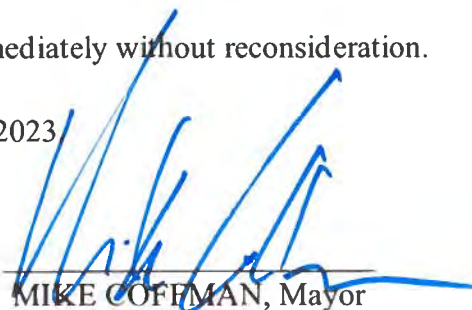
WHEREAS, the City Manager’s Office is submitting their request to the City Council for their consideration to approve the park name.

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

Section 1. The Aurora City Council resolves its support for renaming the southern portion of Springhill Park, a community park, (Arapahoe County Parcel 1975-04-4-10-001) “Memorial Park”.

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

RESOLVED AND PASSED this 17th day of July, 2023




MIKE COFFMAN, Mayor

ATTEST:

  
\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 *JK*  
\_\_\_\_\_  
Tim Joyce, Assistant City Attorney



EFFECTIVE DATE: 4-18-16

RESOLUTION NO. R2016-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADOPTING A POLICY ON MEMORIALS ON CITY PROPERTY

WHEREAS, it is the role of the City Council of the City of Aurora, Colorado (the "City"), to establish policies regarding the operation of the City; and

WHEREAS, pursuant to Section 10-6 of the City Charter, the citizens of the City have a vested interest in lands granted to, or purchased for use and used by the City for park purposes; and

WHEREAS, the purpose of this policy is to set forth the responsibilities and the procedures relating to requests and proposals for memorials on all property located within the City; and

WHEREAS, the City Council finds and determines that it is in the best interests of the City and its citizens to adopt a consistent policy on memorials on City property.

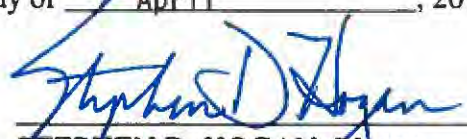
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:


Section 1. The City policy on memorials on City property is hereby adopted in the form presented at this meeting.

Section 2. The City Manager and the Director of Parks, Recreation & Open Space are hereby authorized to take whatever action is necessary to implement and carry out the City policy on memorials on City Property.

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

RESOLVED AND PASSED this 18th day of April, 2016.

  
STEPHEN D. HOGAN, Mayor

ATTEST:  
  
JANICE NAPPER, City Clerk

APPROVED AS TO FORM:  
  
MICHELLE GARDNER, Assistant City Attorney

## **POLICY ON MEMORIALS ON CITY PROPERTY**

### **A. PURPOSE**

The purpose of this policy is to establish consistency in the processing of requests and proposals for memorials on all property located within the City of Aurora ("City").

For purposes of this policy, "memorial" is defined as a structure, statue, monument or plaque, which is built or erected as a tribute, testimonial or remembrance of a person or event that is significant to the City of Aurora.

### **B. EXCEPTIONS:**

A Memorial Tree plaque displayed as part of the Memorial Tree Program and a Commemorative Bench plaque displayed and installed as part of the Commemorative Bench Program through the Parks, Recreation & Open Space Department, and a Memorial Sign installed as part of the Memorial Signing Program through the Public Works Department, are not included in the definition of "memorial" under this policy.

### **C. SCOPE:**

This policy is applicable to all proposals received by the City requesting that a memorial be placed on City property and serves as a general policy in the processing and approval of memorials on City property.

### **D. AUTHORITY:**

The Director of the Parks, Recreation & Open Space Department, or his/her designee, shall be responsible for receiving all requests and proposals for memorials on City property.

With respect to land used by the City for park purposes, which includes any park and open space area, the Parks, Recreation & Open Space Department shall be the department responsible for receiving and coordination of all requests and proposals for memorials in parks and open space areas. According to Aurora City Charter, Section 10-6, the citizens of the City of Aurora have a vested interest in lands granted to, or purchased for use and used by the City for park purposes. Therefore, any request or proposal for a memorial on parks and open space areas must go through the Parks & Recreation Board, in addition to the procedures established by this policy.

City Council shall have the authority to approve or deny requests for memorials on City property on a case-by-case basis and consistent with the purposes of this policy. A two-thirds supermajority vote of support by Council is required each time a request for a proposed memorial is before Council.

### **E. CRITERIA FOR REQUESTS:**

The Parks, Recreation & Open Space Department shall notify all Council Members of a request or proposal for a memorial by presentation at the next available scheduled Study Session.

Documentation verifying that the legal entity is in good standing with the Colorado Secretary of State shall be submitted to Council, if applicable.

The City Attorney's Office will verify that there are no land use restrictions on the proposed site for a memorial before the presentation to Council.

Thereafter, and with Council's approval, the Parks, Recreation & Open Space Department shall obtain from the requesting legal entity any documentation regarding:

- (1) Funding for the design, construction and maintenance of a memorial;
- (2) A memorial design plan;
- (3) A memorial site development plan; and
- (4) A memorial maintenance plan.

Additionally, the Parks, Recreation & Open Space Department shall verify that the overall memorial design is compatible with the development of the property as well as any redevelopment or anticipated renovation of the area.

**F. GENERAL PROCEDURES:**

Once the Parks, Recreation & Open Space Department establishes that the above memorial criteria have been met, the following procedure and order shall be followed:

1. Present the request or proposal for a memorial by presentation to Council at a scheduled Study Session with all supporting documentation provided by the legal entity;
2. If directed by Council, prepare an agreement for a memorial to the appropriate policy committee for consideration and review, which should include a maintenance plan outlining the length of maintenance and any provisions for removal;
3. If a requested memorial is on a park or open space area, then the agreement for a memorial must be reviewed at a public meeting and a public hearing, consistent with the guidelines established by City ordinance and the Parks, Recreation & Open Space's Dedication and Development Criteria Manual;
4. Submit the agreement for a memorial to Council for final consideration and approval at a scheduled Study Session; and
5. Submit the agreement for a memorial to Council for adoption at a Regular City Council Meeting.



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Specialty Court - HEART Program (Resolution)
<b>Item Initiator:</b> Mayor Mike Coffman / Council Member Curtis Gardner
<b>Staff Source/Legal Source:</b> Presiding Judge Shawn Day, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 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:** N/A

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

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

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

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

Resolution for a Specialty Court-HEART Program

### 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:** Public Safety, Courts & Civil Service

**Policy Committee Date:** 4/11/2024



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

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

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**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.)*

Resolution presented at the April 11<sup>th</sup>, 2024 PSCCS policy committee meeting.

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

Aurora Municipal Court – Speciality Court – HEART Program

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

This new program will have year one costs of approximately \$160,500 ongoing and \$60,000 one-time. Approximate year two costs are \$310,500 ongoing.

**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.)*

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**QUESTIONS FOR COUNCIL**

Does City Council approve moving the resolution forward to a regular City Council meeting?

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**LEGAL COMMENTS**

City Council has the authority to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort and convenience of the city and its inhabitants. (City Code, Sec. 2-32). Council shall act only by ordinance, resolution or motion. This is a resolution and requires a formal vote of the majority of City Council. (City Charter, Art. 5-1) (Garcia)

RESOLUTION NO. R2024- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S DIRECTION AND SUPPORT FOR ESTABLISHING THE AURORA HEART PROGRAM IN THE AURORA MUNICIPAL COURT FOR THOSE INDIVIDUALS EXPERIENCING HOMELESSNESS WHO HAVE BEEN CHARGED WITH NON-DOMESTIC VIOLENCE MUNICIPAL ORDINANCE VIOLATIONS OR OTHER LOW LEVEL NON-VIOLENT OFFENSES.

WHEREAS, the City of Aurora has experienced an increase in the number of people experiencing homelessness as well as an increase in the number of people experiencing unsheltered homelessness; and

WHEREAS, the establishment of the Aurora HEART (**H**ousing; **E**mployment; **A**ssistance; **R**ecovery; **T**eam) Program in the Aurora Municipal Court that combines a strategy of holding participants accountable while connecting them to assistance and service providers; and

WHEREAS, eligible participants of the Aurora HEART Program would include individuals who are experiencing homelessness and have been charged with violating Aurora City Code § 94-71(3) Trespass–Refusal to Leave or similar non-domestic violence low level non-violent municipal ordinance offenses; and

WHEREAS, an offer to participate in the Aurora HEART program will be made to eligible participants prior to formal arraignment on the charge; and

WHEREAS, resolution of cases may include a requirement for the individual to sign up for services the person needs and will benefit from in exchange for a closure of the case; and

WHEREAS, collaboration with the City of Aurora’s nonprofit partners to provide access to needed services will reduce the public health and safety risks associated with unauthorized camping to individuals in the encampment as well as to the surrounding neighborhood; and

WHEREAS, the Aurora HEART Program would assist with addressing the underlying causes of homelessness instead of cycling individuals between the streets and jail.

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

Section 1. The Aurora City Council directs the Aurora Municipal Court Presiding Judge to create the Aurora HEART Program for those individuals who are experiencing homelessness and have been charged with Aurora City Code § 94-71(3) Trespass-Refusal to Leave or similar non-domestic violence low level non-violent municipal ordinance offenses.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANGELA L. GARCIA, Senior Assistant City Attorney

# Heart Program

ESTIMATE

Item	Yr 1 Est. Cost	Yr 2 Est. Cost	Ongoing/ One-time	Notes
Storage for Clients	\$50,000	\$0	One-time	Cost depends on size needed
Signage - Initial Set Up	9,750	0	One-time	78 signs @ \$125 per sign
Signage - Replacement	1,500	1,500	Ongoing	Approximately 12 per year
Vital Docs Support	5,000	5,000	Ongoing	State IDs, birth certificates, etc.
Dedicated Flex Fund	100,000	100,000	Ongoing	Community Partners
Supplies/Other	5,000	5,000	Ongoing	Supplies, snacks, other
Contracted City Attorney	24,000	24,000	Ongoing	\$250/hour for 96 hours
Court Navigators	15,000	15,000	Ongoing	Reclass existing position
Relief Judges	10,000	10,000	Ongoing	VH staff @ \$95/hour for 96 hours
FTE Navigator	0	90,000	Ongoing	\$30/hour w/benefits
Peer Support Outreach	0	100,000	Ongoing	VH staff as needed \$25/hour
<b>Total</b>	<b>\$220,250</b>	<b>\$310,500</b>		All costs on full-year basis
<b>Total Ongoing</b>	<b>\$160,500</b>	<b>\$310,500</b>		



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Tract A Conveyance to Stanley Marketplace by Direct Sale to Logical Potential Purchaser
<b>Item Initiator:</b> Stephon Fitch Sr. Real Estate Specialist
<b>Staff Source/Legal Source:</b> Hector Reynoso, Real Property Services Manager / Michelle Gardner Sr. Assistant Attorney
<b>Outside Speaker:</b> None
<b>Council Goal:</b> 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 5/20/2024

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

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

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONVEYANCE OF A CERTAIN CITY-OWNED PARCEL OF LAND TO STANLEY MARKETPLACE JV LLC AS A DIRECT SALE TO THE LOGICAL POTENTIAL PURCHASER

Staff Source: Hector Reynoso, Real Property Services Manager / Michelle Gardner Sr. Assistant City Attorney

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### 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.*

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### PREVIOUS ACTIONS OR REVIEWS:

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**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

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**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

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

On September 1, 2020, the City of Auora was dedicated 0.9129-acre parcel of land in fee simple title. The property was dedicated to the City for drainage purposes from the Stanley Marketplace Subdivision Filing No. 1, Amendment No. 1 plat, known as (“Tract A”). Originally, the parcel was to be used for a water quality; however, water quality requirements for the surrounding area will now be addressed with the Westerly Creek Stream Improvements Project. Therefore, Aurora Water declared the property surplus to their needs since they no longer need the property for drainage purposes. Tract A was improved with gravel and is currently used for parking purposes to serve Stanley Marketplace JV LLC, the adjacent property owner.

In compliance with Business Policy Memorandum (“BPM”) 4-14, the Real Property Services Division (“RPS”) has completed the procedures necessary for the disposition of the property described as **Stanley Marketplace Subdivision Filing No. 1, Amendment No. 1 Tract A (See Exhibit A)** and coordinated with all City departments. The Manager of RPS has reviewed the status of the property to determine that it is not restricted to use or otherwise encumbered to preclude disposal and the City Attorney’s office has verified the review. All 22 City departments approved an unconditional disposition and determination of property status as “Surplus.” Pursuant to BPM 4-14(IV)(H), City Council may approve a direct sale to a Logical, Potential Purchaser (“LPP”) requesting to acquire City-owned property in order for the LPP to satisfy a goal set by City Council for the benefit of the citizens and/or employees of the City. The proposed terms of this direct sale by Bargain and Sale Deed are as follows:

1. Sales Price \$10.00 Dollars and other good and valuable considerations
2. Use restriction – Property would only be used as a parking lot.
3. Transfer restriction – Stanley Marketplace JV LLC shall not transfer property without written consent
4. Mineral reservation – City will reserve mineral interest estate.
5. City will reserve a Public Access Easement, Utility Easement, Temporary Construction Easement, Trail Easement and all existing Real Property Interests.

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**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

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**QUESTIONS FOR COUNCIL**

Does Council approve the direct sale of Tract A to Stanley Marketplace JV LLC as the Logical Potential Purchaser?

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**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 or designee, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election. Pursuant to BPM 4-14 IV.H, City Council may approve a direct sale to a Logical, Potential Purchaser ("LPP") requesting to acquire City-owned property in order for the LPP to satisfy a goal set by City Council for the benefit of the citizens or employees of the City. (M. Gardner)



RESOLUTION NO. R2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE CONVEYANCE OF CERTAIN CITY-OWNED PROPERTY  
CONTAINING 0.9129 ACRES TO STANLEY MARKETPLACE JV, LLC AS A DIRECT  
SALE TO THE LOGICAL POTENTIAL PURCHASER

WHEREAS, the City of Aurora (“City”) was dedicated 0.9129-acre parcel of land in fee simple title for drainage purposes from the Stanley Marketplace Subdivision Filing No. 1, Amendment No. 1 plat, known as Tract A (“Tract A”); and

WHEREAS, Tract A was to be used for Aurora Water’s water quality, however, water quality requirements for the surrounding area will now be addressed with the Westerly Creek Stream Improvements Project; and

WHEREAS, the City and Aurora Water have declared Tract A surplus to their needs since they no longer need Tract A for drainage purposes; and

WHEREAS, Tract A was improved with gravel and is currently used for parking purposes to serve the adjacent property owner, Stanley Marketplace JV, LLC; and

WHEREAS, pursuant to BPM 4-14, Section VI(H), the adjacent property owner has requested, and City staff recommends, conveying Tract A to Stanley Marketplace JV, LLC as the logical potential purchaser; and

WHEREAS, the City desires to convey Tract A to Stanley Marketplace JV, LLC to include certain restrictions and reservations (i.e., a public access easement, utility easement, temporary construction easement, and trail easement) in the conveyance document to Stanley Marketplace JV, LLC; and

WHEREAS, ownership of fee simple title to Tract A is of no significant use to the City and conveyance would relieve the City from ongoing maintenance responsibilities, thereby benefitting the citizens; 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 conveyance of Tract A to Stanley Marketplace JV, LLC by Bargain and Sale Deed.

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

Section 1. The conveyance of Tract A by Bargain and Sale Deed to Stanley Marketplace JV, LLC, as the logical potential purchaser, is hereby approved.

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

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

Michelle Gardner  
MICHELLE GARDNER, Sr. Assistant City Attorney

## **BARGAIN AND SALE DEED WITH DEED RESTRICTIONS**

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 Stanley Market Place JV LLC (“**Grantee**”), whose legal address is 4221 Brighton Blvd Denver, Co 80216.

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 Deed Restrictions set forth herein and pre-existing real property interests reserved by or to the Grantor identified on **Exhibit B** attached hereto; and,

RESERVING, HOWEVER, unto Grantor a trail easement, 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. Together with the right but not the obligation to remove, construct, reconstruct, operate, and maintain any and all other non-utility improvements that may be located in, on, over, and across the Premises at Grantee’s sole cost and expense; and,

RESERVING, HOWEVER, unto Grantor, all subsurface minerals and water (“**Minerals**”) underlying the property, including but not limited to oil, gas, coal, coalbed methane, hydrocarbons, and metals of every kind and nature (but excluding sand and gravel), together with the right to prospect for, mine, and extract such Minerals within and under the property: provided, however, that nothing herein shall be construed as reserving unto Grantor, and Grantor specifically and irrevocably disclaims, waives, and releases (1) any right to locate wells, drill sites, mine entrances, pipelines, storage tanks, or other facilities on the property, (2) any easement on or over the surface of the property for the purpose of prospecting for, mining, extracting, transporting, or storing such Minerals, or (3) any right to extract such Minerals by any surface mining methods or to disturb the surface of the property or any improvements thereon in any manner whatsoever.

### **DEED RESTRICTIONS**

#### **1. DEED RESTRICTIONS AND RIGHT OF REVERSION**

- a. **USE RESTRICTION.** The Premises shall be conveyed from Grantor to Grantee for Grantee’s use *only* as a **PARKING LOT** (“**Use Restriction**”). Use as “**a PARKING LOT**” shall mean Grantee will construct a **PARKING LOT**, within 5-years of recordation of this Deed as depicted on **Exhibit B**, attached hereto and made a part hereof. Grantee shall be responsible to maintain, operate, reconstruct, and utilize the **Parking Lot and Premises**. The Grantee understands and agrees that the Premises is being transferred for use as a Parking Lot and agrees that the Premises will be used

and maintained only as a Parking Lot and for no other reason at Grantee's sole cost and expense in perpetuity. In the event the Premises cease to be used or maintained as a Parking Lot, in Grantor's sole discretion, all or any portion shall revert to the Grantor. Grantee agrees to maintain the Parking Lot and Premises in a clean, neat, and orderly fashion.

- b. TRANSFER RESTRICTION. The Premises 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](mailto:Publicworks@auroragov.org)

With a copy to:           City of Aurora

15151 East Alameda Parkway Suite 5200  
Aurora, Colorado 80012  
Attention: City Attorney  
Telephone: (303) 739-7030  
Email: [access@auroragov.org](mailto:access@auroragov.org)

GRANTEE: \_\_\_\_\_  
\_\_\_\_\_

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_

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 limitations 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.



## **Exhibit B**

### **(Pre-existing real property interests excepted from Bargain and Sale Deed and reserved by or to the Grantor)**

1. Terms, conditions, provisions, agreements and obligations as set forth in the Annexation Ordinances recorded October 19, 1987 in Book 5288 at Page 456 and recorded July 12, 1988 in Book 5479 at Page 146.
2. Terms, conditions, provisions, agreements and obligations as set forth in the Agreement recorded December 9, 1991 in Book 6320 at Page 216.
3. Terms, conditions, provisions, agreements and obligations as set forth in the Utility Easement recorded August 23, 1999 at Reception No. A9137956. Correction Easement recorded April 5, 2000 at Reception No. B0048657.
4. Terms, conditions, provisions, agreements and obligations as set forth in the Drainage Easement recorded November 15, 1999 at Reception No. A9182131.
5. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Tallyn's Reach Filing No. 3 Site Plan recorded April 12, 2000 at Reception No. B0043305.
6. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Tallyn's Reach Subdivision Filing No. 3 recorded April 28, 2000 at Plat Book 178 at Page 9.
7. Terms, conditions, provisions, agreements and obligations as set forth in the Utility Easement recorded June 23, 2000 at Reception No. B0076309.
8. Terms, conditions, provisions, agreements and obligations as set forth in the License Agreement recorded August 1, 2001 at Reception No. B1126311.
9. Terms, conditions, provisions, agreements and obligations as set forth in the Slope Easement recorded March 17, 2003 at Reception No. B3057442.
10. Terms, conditions, provisions, agreements and obligations as set forth in the License Agreement recorded April 4, 2005 at Reception No. B5047734.
11. Terms, conditions, provisions, agreements and obligations as set forth in the Public Improvements Agreement recorded July 18, 2005 at Reception No. B5105657 and recorded November 18, 2005

at Reception No. B5174803.

12. Terms, conditions, provisions, agreements and obligations as set forth in the Public Improvement Phasing Agreement recorded July 18, 2005 at Reception No. B5105658.
13. Terms, conditions, provisions, agreements and obligations as set forth in the Tallyn's Reach Filing No. 14 Site Plan recorded October 31, 2005 at Reception No. B5163891.
14. Easement, notes, terms, conditions, provisions, agreements and obligations as set forth in the plat of Tallyn's Reach Subdivision Filing No. 14 recorded October 31, 2005 in Plat Book 303 at Page 54.
15. Terms, conditions, provisions, agreements and obligations as set forth in the Designation of Utility Corridor recorded May 1, 2006 at Reception No. B6066581.
16. Terms, conditions, provisions, agreements and obligations as set forth in the License Agreement recorded May 1, 2006 at Reception No. B6066584.
17. Public Access and Utility Easement, Trail Easement, 16' Drainage Easement as described in Exhibit C.





# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Amending Subsection (c) (3) of Section 2-676 of the City Code pertaining to Contracts and Purchasing (Ordinance)
<b>Item Initiator:</b> Bryn Fillinger, Purchasing Manager
<b>Staff Source/Legal Source:</b> Bryn Fillinger, Purchasing Manager / Hanosky Hernandez, Sr. Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong City

### COUNCIL MEETING DATES:

**Study Session:** 3/11/2024

**Regular Meeting:** 3/25/2024

**2<sup>nd</sup> Regular Meeting (if applicable):** 4/8/2024

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

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

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

Bryn Fillinger, Purchasing Manager / Hanosky Hernandez, Senior Assistant City Attorney  
Estimated time: 5 mins

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

- Approve Item and Move Forward to Study Session  Approve Item 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

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**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"/> Minutes Not Available       |
| <input type="checkbox"/> Minutes Attached                 |  |

---

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

Council approved the proposed Ordinance to update Article VI of Chapter 2 of the City Code pertaining to contracts and purchasing and other related matters on November 27, 2023, Agenda Item #11.b.13.

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

As part of the approved Ordinance to update Article VI of Chapter 2 of the City Code pertaining to contracts and purchasing, Council approved an update to change order reporting requirements to allow all change orders of **\$50,000 or more (an increase from \$25,000 or more) to be reported on the "purchasing services weekly report of actions" subject to call up by any Council member. This change was made to align with other increased purchasing thresholds approved in the Ordinance, and was reflected in Section 2-676 (c) (2); however, this change was inadvertently omitted from 2-676 (c) (3) which still reads, "All change orders shall be reported in the "purchasing services weekly report of actions."** This proposed Ordinance changes 2-676 (c) (3) to read, "All change orders of **\$50,000 or more** shall be reported in the "purchasing services weekly report of actions" to correctly reflect the change in the approved Ordinance. (Note: reporting of construction contract change orders are governed by 2-676 (c) (4) which only requires reporting of change orders that exceed contingency.)

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**FISCAL IMPACT**

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

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Revenue Impact  | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input checked="" type="checkbox"/> No Fiscal Impact |  |

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

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**QUESTIONS FOR COUNCIL**

Does Council approve this proposed Ordinance to amend Subsection (c) (3) of Section 2-676 of the City Code?

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**LEGAL COMMENTS**

Pursuant to the home rule authority granted to the City of Aurora under Article XX Section 6 (g) of the Colorado Constitution, the City has enumerated powers to provide for the wellbeing of its citizens. This ordinance clarifies the procurement code, and as such it has to be taken in the form of an ordinance. See, Article 5-1 Aurora City Charter. (Hernandez).

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**2023-62** FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2022-59, AND 2023-12 FOR THE 2023 FISCAL YEAR

Jackie Ehmann, Budget Program Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Kirsten Claspell, Budget Program Manager, presented a summary of the item.

Motion by MPT Gardner, second by Medina, to approve item 13.h.

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

**13.i. Protections and Rights for Victims of Domestic Violence**

**2023-63** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADOPTING SECTION 50-43 OF THE CITY CODE PERTAINING TO PROTECTIONS AND RIGHTS FOR VICTIMS OF DOMESTIC VIOLENCE

Shawn Day, Presiding Judge / Julie A. Heckman, Deputy City Attorney

Shawn Day, Presiding Judge, presented a summary of the item.

Motion by MPT Gardner, second by Coombs, to approve item 13.i.

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

**13.j. Changing Article VI of Chapter 2 of the City Code Pertaining to Contracts and Purchasing and Other Related Matters**

**2023-64** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ARTICLE VI OF CHAPTER 2 OF THE CITY CODE PERTAINING TO CONTRACTS AND PURCHASING AND OTHER RELATED MATTERS

Bryn Fillinger, Manager of Purchasing Services, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Bryn Fillinger, Manager of Purchasing Services, presented a summary of 13. J.

Motion by MPT Gardner, second by Zvonek, to approve item 13.j.

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

**14. FINALIZING OF ORDINANCES**

*Ordinances not approved unanimously at first reading*

◆ *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.*

ORDINANCE NO. 2024- \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-676 OF ARTICLE VI OF CHAPTER 2 OF THE CITY CODE PERTAINING TO CONTRACTS AND PURCHASING

WHEREAS, the City of Aurora, Colorado, (the “City”), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and under Article XX Section 6 the Colorado Constitution, the City has authority over local taxation matters; and

WHEREAS, contracting and purchasing expectations have changed over the years and the City needs to update the purchasing code form time to time to meet these needs; and

WHEREAS, the City Council has determined that the changes contained in this ordinance are necessary and proper to the functioning of the City and they are reasonable and appropriate.

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

Section 1. Subsection (c) (3) of Section 2-676 of the City Code of the City of Aurora is hereby amended and shall read as follows:

Section 6-676. Change orders.

(c) *Authority to approve change orders.* Subject to the limitation set forth in subsection (b) of this section, authority to approve change orders shall be as follows:

(3) All change **orders of 50 thousand or more** shall be reported in the “Weekly Report of Purchasing Actions.” ~~“purchasing services weekly report of actions.”~~

Section 2. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 3. Notwithstanding any provision of the Charter or the City Code of the City of Aurora, Colorado, to the contrary, this ordinance shall take effect on the first day of the month following the effective date of this ordinance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the city clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ,  
City Clerk

APPROVED AS TO FORM:

*JK*  
\_\_\_\_\_  
*Hanosky Hernandez*  
HANOSKY HERNANDEZ,  
Sr. Assistant City Attorney



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Aurora One PA-4 – Zoning Map Amendment
<b>Item Initiator:</b> Sarah Wile, Senior Planner III, Planning and Business Development
<b>Staff Source/Legal Source:</b> Sarah Wile, Senior Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 5/20/2024

**2<sup>nd</sup> Regular Meeting (if applicable):** 6/10/2024

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

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

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

A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 30.2 ACRES OF LAND TO MEDIUM DENSITY MULTI-FAMILY DISTRICT (R-3), LOCATED ONE HALF MILE EAST OF PICADILLY ROAD AND SOUTH 6TH AVENUE (AURORA ONE PA-4 REZONE)

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Planning and Zoning Commission

**Policy Committee Date:** 4/24/2024

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

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

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**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 applicant, City of Aurora, is requesting approval of a Zoning Map Amendment from the MU-R District (Mixed-Use Regional) to the R-3 District (Medium-Density Multi-Family District) for 30.2 acres. The vacant property is located just south of 6<sup>th</sup> Avenue and east of Rome Street. The property is within the Aurora One development (PA-4) and is designated as "Single-Family Attached" in the Aurora One Master Plan. A Site Plan for 278 townhomes and duplexes is currently under city review as a separate application. The surrounding land in Aurora One is proposed as commercial, office, multi-family, and parks / open space.

A Zoning Map Amendment is proposed from MU-R to R-3 to align the proposed use of this planning area (townhomes and duplexes) with a consistent zone district. The remainder of the Aurora One Master Plan will remain within the MU-R District and have uses such as commercial, office, and multi-family. There are also residentially-zoned properties just north of the site in Horizon Uptown.

At the Planning and Zoning Commission public hearing on April 24, 2024, the commission recommended approval (6-0, with one commissioner absent) of the Zoning Map Amendment to R-3. There were no public comments and the minutes from the meeting are included in the agenda packet.

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

Aurora Places, the city's Comprehensive Plan, is the guiding document for the Zoning Map. The Aurora Places Placetype Map identifies this area as an "Urban District," which encourages a variety of residential uses in close proximity to commercial and mixed-use development. This placetype supports both medium and high-density residential uses. The R-3 District land uses are consistent with this placetype and will create compatibility with the proposed uses within PA-4.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**



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

**WORKLOAD IMPACT**

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

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**QUESTIONS FOR COUNCIL**

Does the City Council wish to approve the ordinance to amend the City of Aurora Zoning Map?

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**LEGAL COMMENTS**

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)  
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)  
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)

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Planning & Development Services

15151 E. Alameda Parkway  
Aurora CO 80012 USA  
AuroraGov.org  
303.739.7250  
GIS@auroragov.org

City of Aurora, Colorado

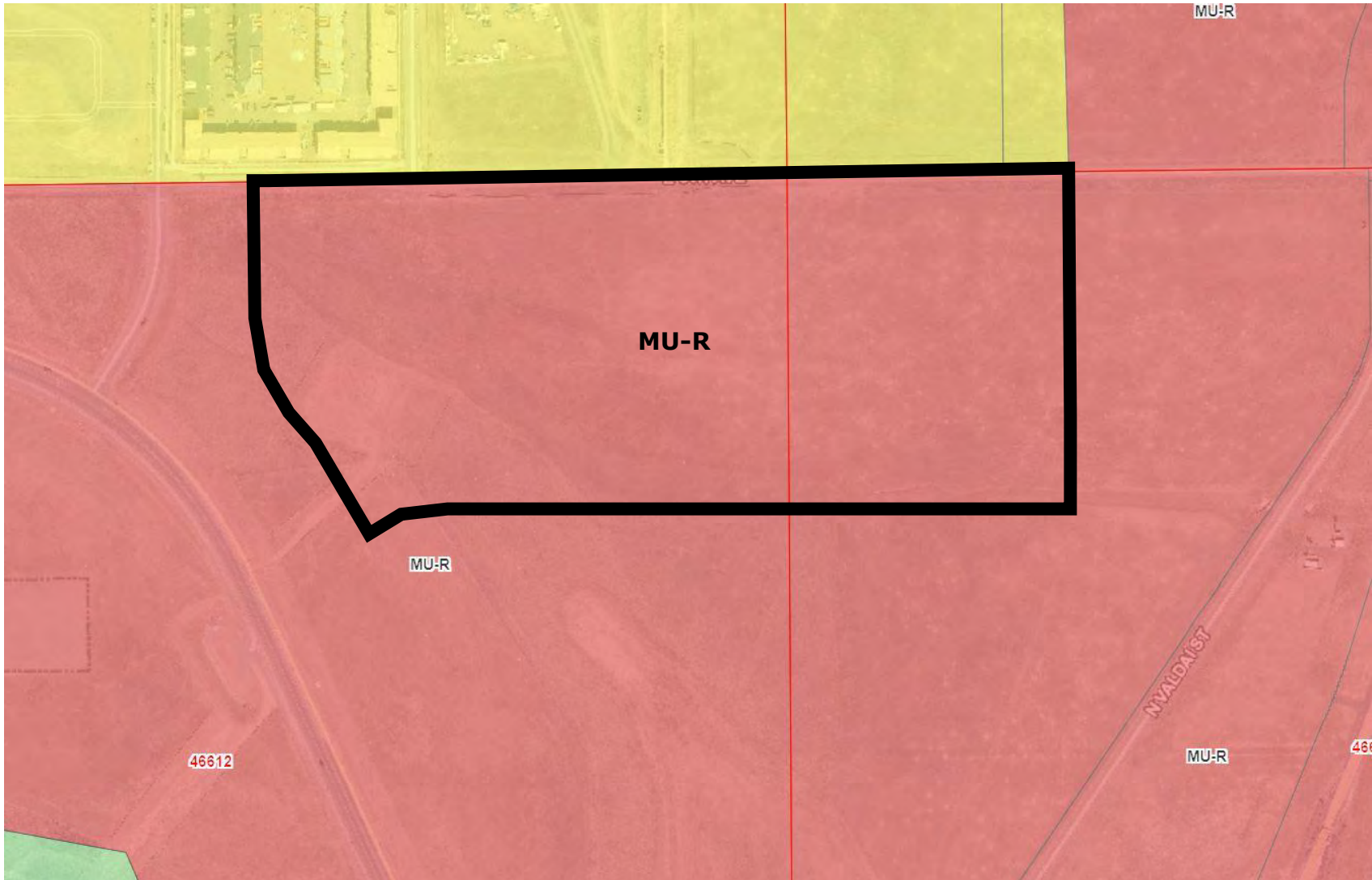
# Aurora One PA-4 Zoning Map Amendment

Miles 0 0.075 0.15

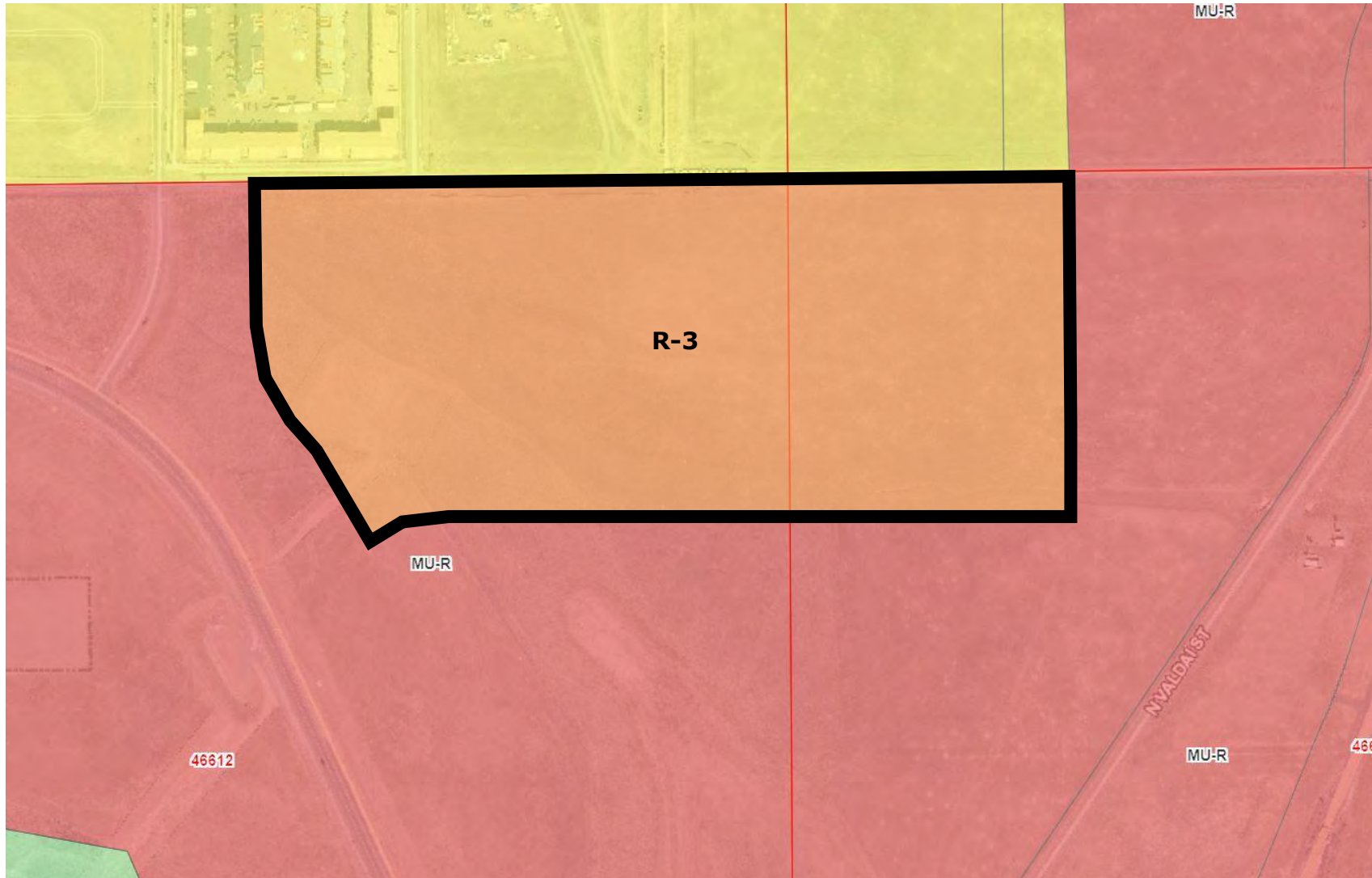


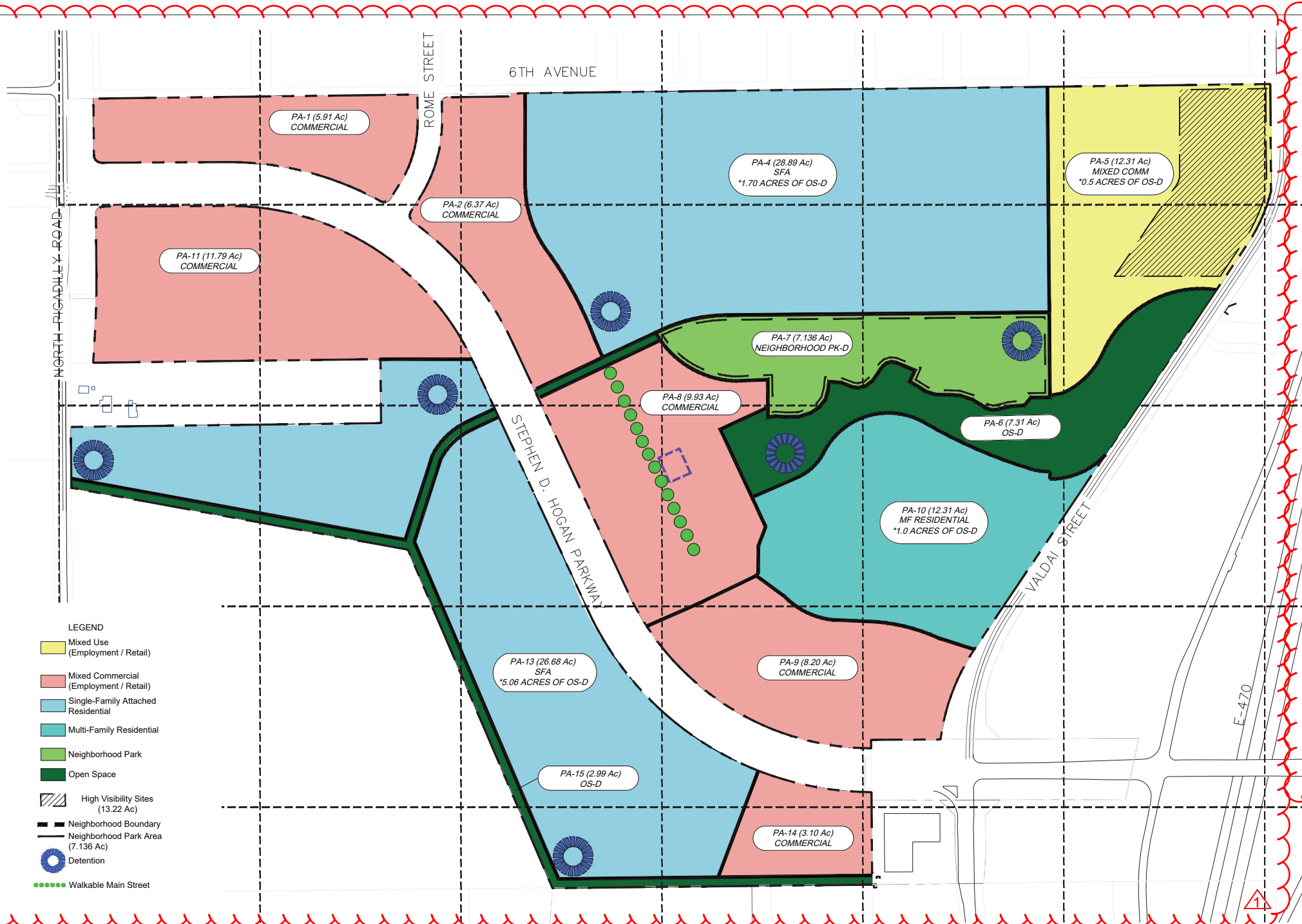
Case Number: 2000-2041-03  
Development Application: #2246-10

**Current Zoning for Aurora One PA-4: MU-R (Mixed-Use Regional) District**



**Proposed Zoning for Aurora One PA-4: R-3 (Medium Density Multi-Family) District**





**FORM D: LAND USE MAP MATRIX**

A. Land Use Item	B. Planning Area Map Number	C. Map Area Code	D. Gross Land Area in Acres	E. Land Use Formula	F. Maximum Potential Density by Code (in DUs or SF)	G. Actual Proposed Maximum Density (in DUs or SF)	H. Phasing, Details, and Comments (include phase number or triggering event)
DEDICATED LAND							
1. Flood Plain Areas							
2. Required Land Dedication Areas for Parks, Schools, Fire Stations, Libraries							
3. Development Areas							
4. Total Map Acreage (total figures above)							
5. Less 1/2 of perimeter Streets Not owned by applicant							
6. Applicants Acreage listed in Application (line 4, minus line 5)							
7. Total Flood Plain Acreage							
8. Total Adjusted Gross FDP Acreage (line 4, minus line 7)							

**FORM D1: LAND USE MAP MATRIX**

A. Land Use Item	D. Gross Land Area in Acres	E. Land Use Formula	F. Maximum Potential Density by Code	G. Actual Proposed Maximum Density	H. Phasing, Details and Comments (include phase number or triggering event)
9. Total SFD planning areas					
10. Total SFA planning areas					
11. Total MFA planning areas					
12. Total residential					
13. Check for average residential density in each subzone					
14. Small Lot Total					
15. Check for maximum allowable number of multifamily units in each subzone					
16. Total Retail					
17. Total Office Mixed Use					
18. Total Industrial					
19. Total Commercial Mixed Use					
20. Total Neighborhood Park Land					
21. Total Community Park Land					
22. Total Open Space Land					
23. Total Park and Open Space Land					

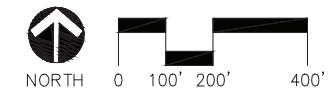
- NOTES:**
- THIS MASTER PLAN SHALL REPLACE ANY DOCUMENTS, FDP OR GDP THAT PREVIOUSLY EXISTED FOR THIS SITE.
  - IN AN EFFORT TO PROVIDE CITY-WIDE EMERGENCY FIRE AND MEDICAL RESPONSE AS WELL AS EMERGENCY NOTIFICATION WITHIN PROPOSED DEVELOPMENTS; THE FOLLOWING ITEMS MAY BE REQUIRED AT THE SUBMITTAL OF THE MASTER PLAN, SUBMITTAL OF A PRELIMINARY PLAT, WITH A SIGNIFICANT SITE PLAN AMENDMENT OR WITH SITE PLAN RENEWAL. THESE REQUIREMENTS ARE INTENDED TO ALLOW FOR ALL INDIVIDUALS AND BUSINESSES LOCATED WITHIN THE CITY OF AURORA TIMELY EMERGENCY RESPONSE AND EMERGENCY NOTIFICATION IN A MANNER THAT STRIVES TO DISTRIBUTE SERVICES IN A COST EFFECTIVE MANNER EQUALLY THROUGHOUT THE COMMUNITY.
    - ONE TEMPORARY FIRE STATION MAY BE REQUIRED
    - ONE PERMANENT FIRE STATION MAY BE REQUIRED
    - WHELAN WARNING SYSTEM SITES

CRITERIA FOR REQUIRING TEMPORARY FIRE STATIONS IN DEVELOPMENTS AND/OR ANNEXED AREAS THIS SITE WILL NOT REQUIRE A PERMANENT OR TEMPORARY FIRE STATION REQUIREMENT DUE TO THE HORIZON SITE TO THE NORTH ALREADY COMPENSATING FOR THESE REQUIREMENTS.

- WHELAN WARNING SYSTEM REQUIREMENTS**
- BESIDES THE OBVIOUS NEED TO PROVIDE EMERGENCY SIREN WARNINGS TO RESIDENTIAL AREAS WITHIN THE CITY, OUTDOOR RECREATION AREAS SUCH AS SPORTS FIELDS AND GOLF COURSES,

ETC. ARE IMPORTANT AREAS TO COVER WITH OUTDOOR WARNING SYSTEMS. MANY OF OUR SIRENS ARE PLACED ON SCHOOL GROUNDS BECAUSE OF THEIR LOCATION AND POPULATION. THE NUMBER AND PLACEMENT OF ELEMENTARY SCHOOLS IN NEWLY DEVELOPED AREAS CAN ROUGHLY GAUGE POPULATION DENSITY. IT IS REASONABLE TO ASSUME THAT SOME FUTURE SITES COULD BE ON PUBLIC PROPERTY, SUCH AS FIRE STATIONS, LIBRARIES, GOLF COURSES, COMMUNITY PARK, NEIGHBORHOOD PARK, OPEN SPACE AND OTHER CITY PROPERTY SO LONG AS THE SITE DELIVERS OPTIMUM COVERAGE AND HAS ADEQUATE ACCESS FOR INSTALLATION AND SERVICE.

- SITE SELECTION CAN BE DETERMINED BY SEVERAL DIFFERENT METHODS. IN THE PAS, THE POPULATION DENSITY OF THE CORE OR AURORA DICTATED SITE SELECTION TO INSURE OVERLAPPING OR EDGE TO EDGE COVERAGE. NEW DEVELOPMENTS AND FUTURE ANNEXATIONS INTO THE CITY REQUIRES A DIFFERENT METHOD OF DETERMINING SIREN SITES DUE TO OVERLAPPING COVERAGE, OPENS SPACES BETWEEN DEVELOPING AREAS, RECREATIONAL SITES AND POPULATION DENSITIES.
- THE FEMA REQUIREMENT FOR THE OUTDOOR EMERGENCY WARNING SYSTEM IS A 60-70 FOOT MONOPOLE TOWER USING AN ALERT SIREN. THE CITY USES THE WHELAN SIREN SYSTEM AND THE LAND REQUIREMENT FOR THE TOWER IS A 10' X 10' EASEMENT. EACH SIREN COVERS APPROXIMATELY 3,000 RADIAL FEET AT 70 DB AND IS TYPICALLY SPACED ONE SIREN PER SQUARE MILE. SOUND PROPAGATION FROM THE WPS-2900 SERIES OMNI-DIRECTIONAL SIREN IS 70 DB AT 3000 FEET WITH THE STANDARD 50 FOOT TOWER (THIS HEIGHT IS AN OSHA REQUIREMENT.) THIS DOES NOT TAKE INTO ACCOUNT TOPOGRAPHY OR OBSTRUCTIONS SUCH AS BUILDINGS. SOME



- OVERLAP, OR AT LEAST EDGE TO EDGE COVERAGE, IS DESIRABLE, RESULTING IN NEW SIRENS BEING PLACED 6000 FEET OR APPROXIMATELY 1.14 MILES APART ON FLAT GROUND.
- IN NEWLY ANNEXED/DEVELOPED AREAS OF THE CITY, SIRENS SHOULD BE SITED ON EVERY 1/2 SECTION OF GROUND (320 ACRES) OR 6000 FEET APART TO PROVIDE EDGE TO EDGE COVERAGE. THE EXACT PLACEMENT OF SIRENS WILL BE DETERMINED BY THE CITY OF AURORA'S OFFICE OF EMERGENCY MANAGEMENT TO INSURE THAT COORDINATED COVERAGE IS PROVIDED ON A SYSTEM WIDE BASIS.
  - 10'X10' LAND DEDICATION FOR WHELAN WARNING SYSTEM WILL BE REQUIRED AT TIME OF PLATING.

CITY COUNCIL APPROVED THE REZONING JUNE 27, 2022; CASE # 2005-2041-02

AURORA ONE MASTER PLAN LAND USE PLAN

**WARE MALCOMB**

associates inc.  
2953 South Peoria Street, Ste 101  
Aurora, Colorado 80014  
303-770-7201 FAX 770-7132

### Neighborhood Comments

Name: Lisa Gajowski

Comment: I appreciate the need for housing, but changing zoning from mixed use to higher density multi family housing reduces the opportunity for any commercial or retail development that is sorely needed in this area. Our roads are horrible and need infrastructure improvements (widening/traffic calming...). I understand the difficulty municipalities are facing, but this change removes opportunity.



Planning and Zoning Commission  
DRAFT MINUTES  
April 24, 2024

**Commissioners Present**

Becky Hogan  
Robert Gaiser  
Sondra Banka  
Gayle Jetchick  
Melvin Bush  
Robert Roth

**Commissioners Absent:**

Garrett Walls

1. **Study Session – 5:00 p.m. –No Study Session Scheduled**
2. **Regular Meeting – Call to Order 6:10 p.m.**
3. **Roll Call**

4. **Pledge of Allegiance**

Not Conducted Due to Virtual Meeting

5. **Approval of the Planning Commission Minutes**

5.a. **April 10, 2024 Draft Minutes**

A MOTION WAS MADE BY VICE CHAIR HOGAN AND SECONDED BY COMMISSIONER BANKA TO APPROVE THE MINUTES AS SUBMITTED WITHOUT OBJECTION

MINUTES APPROVED UNANIMOUSLY.

6. **Adoption of Agenda**

A MOTION WAS MADE BY COMMISSONER BUSH AND SECONDED BY COMMISSIONER BANKA.

MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 8a-c WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

MOTION PASSED UNANIMOUSLY.

Commissioner Roth joined the meeting at 6:18 p.m.

7. **Consent Agenda**

Not Conducted Due to Lack of Items.



**Planning and Zoning Commission  
DRAFT MINUTES  
April 24, 2024**

**8. General Business**

**8a. AURORA ONE PA-4 – ZONING MAP AMENDMENT TO REZONE FROM MU-R TO R-3**

The applicant, City of Aurora, is requesting approval of a Zoning Map Amendment from the MU-R District (Mixed-Use Regional) to the R-3 District (Medium-Density Multi-Family District) for 30.2 acres. The vacant property is located just south of 6<sup>th</sup> Avenue and approximately one-half mile east of Picadilly Road. The property is within the Aurora One development (PA-4) and is designated as “Single-Family Attached” in the Aurora One Master Plan. A Site Plan for 278 townhomes and duplexes is currently under city review as a separate application. The surrounding land in Aurora One is proposed as commercial, office, multi-family, and parks / open space.

A Zoning Map Amendment is proposed from MU-R to R-3 to align the proposed use of this planning area (townhomes and duplexes) with a consistent zone district. The remainder of the Aurora One Master Plan will remain within the MU-R District and have uses such as commercial, office, and multi-family. There are also residentially zoned properties just north of the site in Horizon Uptown.

The site is within the Urban District placetype in the Aurora Places Comprehensive Plan, which is characterized by areas with a mix of uses in a pedestrian-friendly environment. The Urban District placetype is consistent with the proposed R-3 zone district, including its land uses and defining features.

Six adjacent property owners and five registered neighborhood organizations were notified of the application. One comment was received from a resident of a nearby neighborhood with concerns about changing from mixed-use zoning to residential zoning

**Testimony Given at the Hearing:**

Sarah Wile, Case Manager, gave a presentation of the item, including the staff recommendation.

Vice-Chair Hogan asked why the city was the applicant for this Rezoning. Ms. Wile explained that after coordination with the developer of Planning Area 4 and the master developer of Aurora One, it was determined that there were inconsistencies in the zoning with the approved Master Plan. Staff agreed to initiate a zoning map amendment for the property in order to ensure that the proposed uses in PA-4 are in a consistent zone district.

Commissioner Jetchick asked if R-3 will permit commercial uses. Ms. Wile responded yes, it allows some commercial uses as activity centers if they are proposed as part of the master plan, but none are proposed within Planning Area 4 because commercial is proposed in other adjacent planning areas.

Vice-Chair Hogan asked if the Commission will be reviewing the proposed site plan in the future or if will it be administrative because it is in Subarea C. Ms. Wile explained that the applicant is requesting a few adjustments as part of their site plan, so it will need to be reviewed and approved by the Planning Commission in the coming months.





**Planning and Zoning Commission  
DRAFT MINUTES  
April 24, 2024**

**Planning Commission Results**

**AGENDA ITEM 8a – REZONE FROM MU-R TO R-3**

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER BUSH.

MOVE TO RECOMMEND APPROVAL OF THE ZONING MAP AMENDMENT FROM THE MU-R DISTRICT TO THE R-3 DISTRICT TO CITY COUNCIL BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN SECTION 146-5.4.1.C.3 FOR THE FOLLOWING REASONS:

1. IT IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND THE URBAN DISTRICT PLACETYPE; AND,
2. IT ALIGNS WITH THE PROPOSED RESIDENTIAL USE OF THE PROPERTY.

**Further Discussion:**

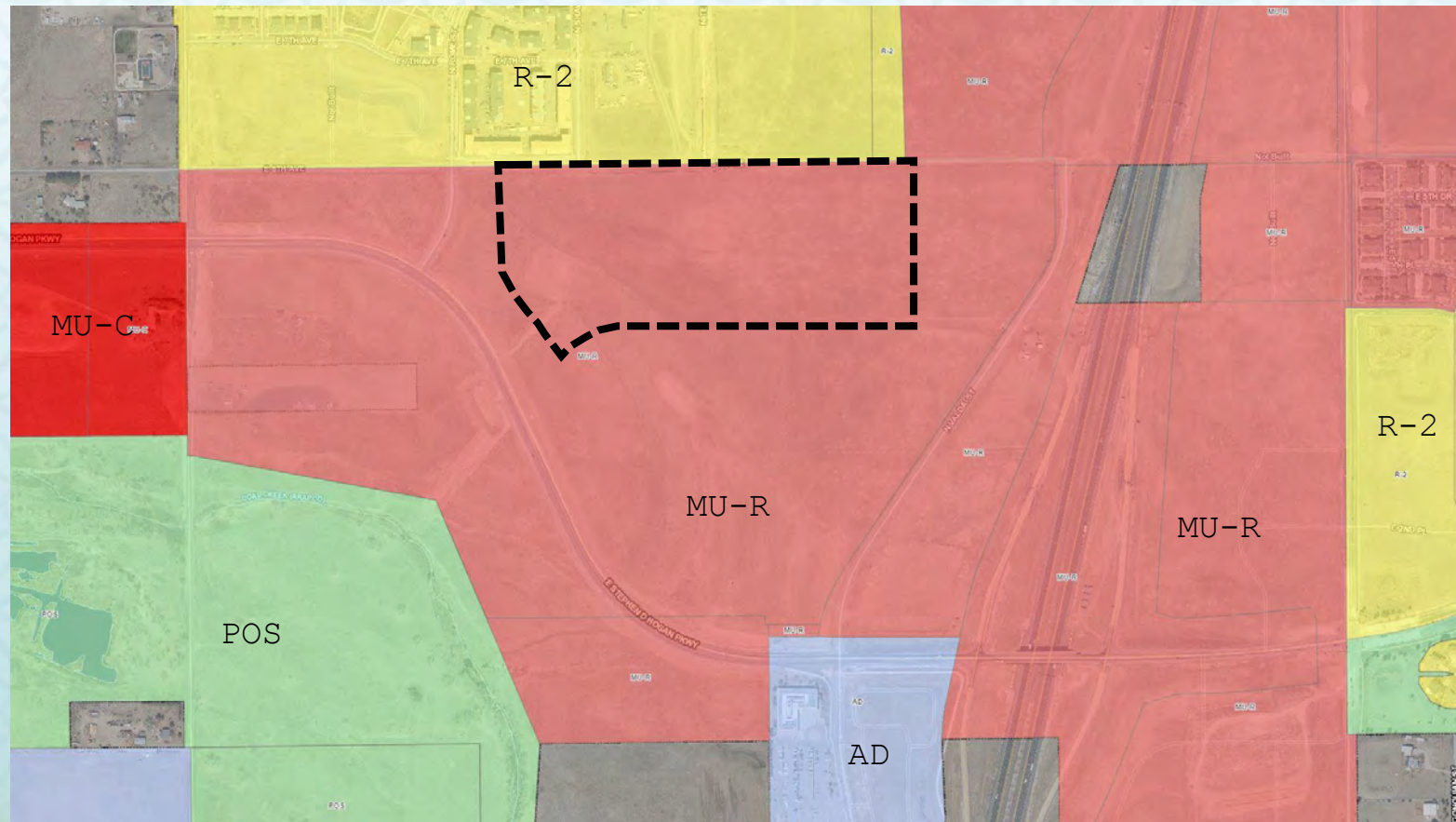
No further discussion occurred.

MOTION PASSED UNANIMOUSLY

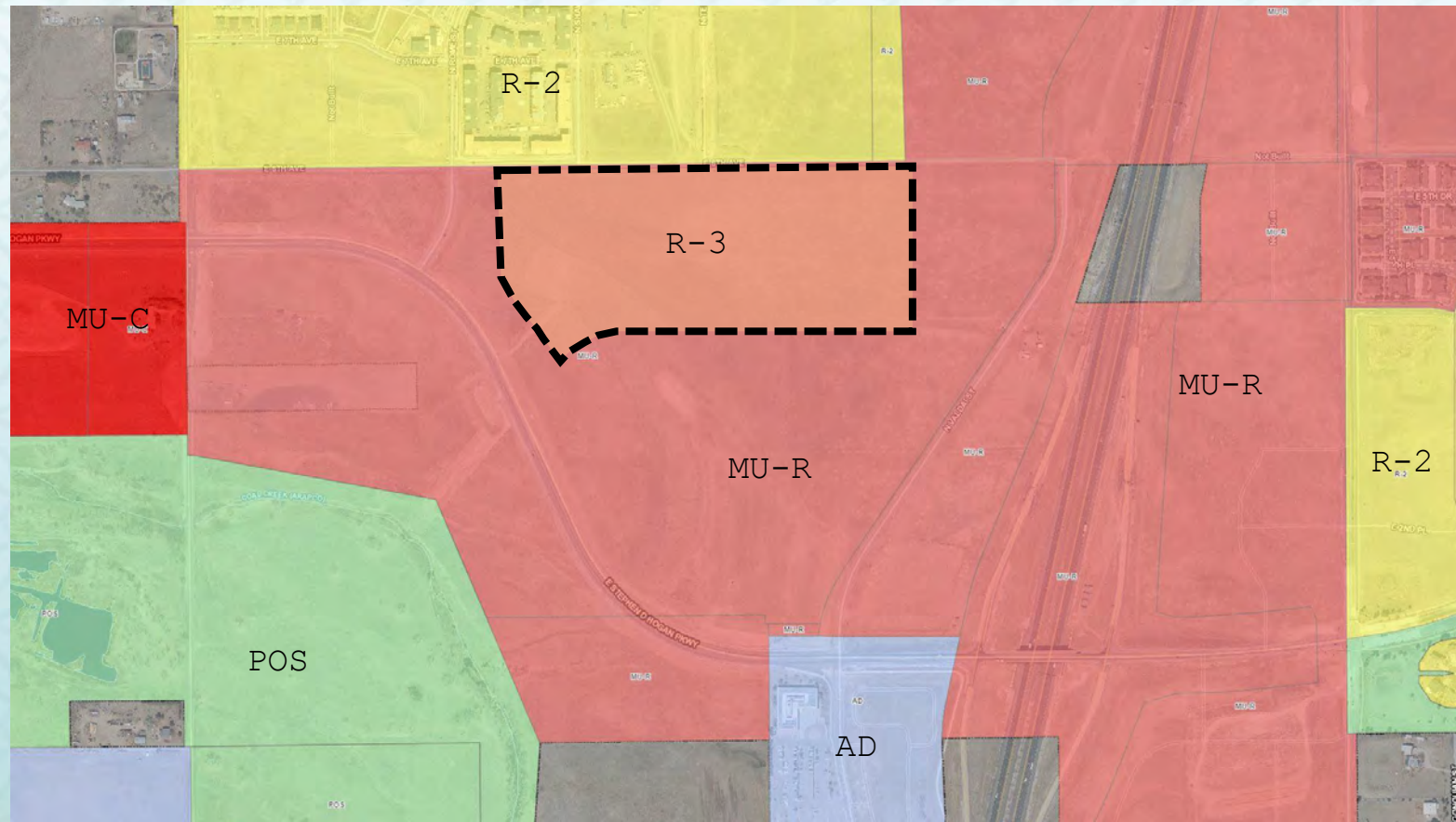
# VICINITY MAP



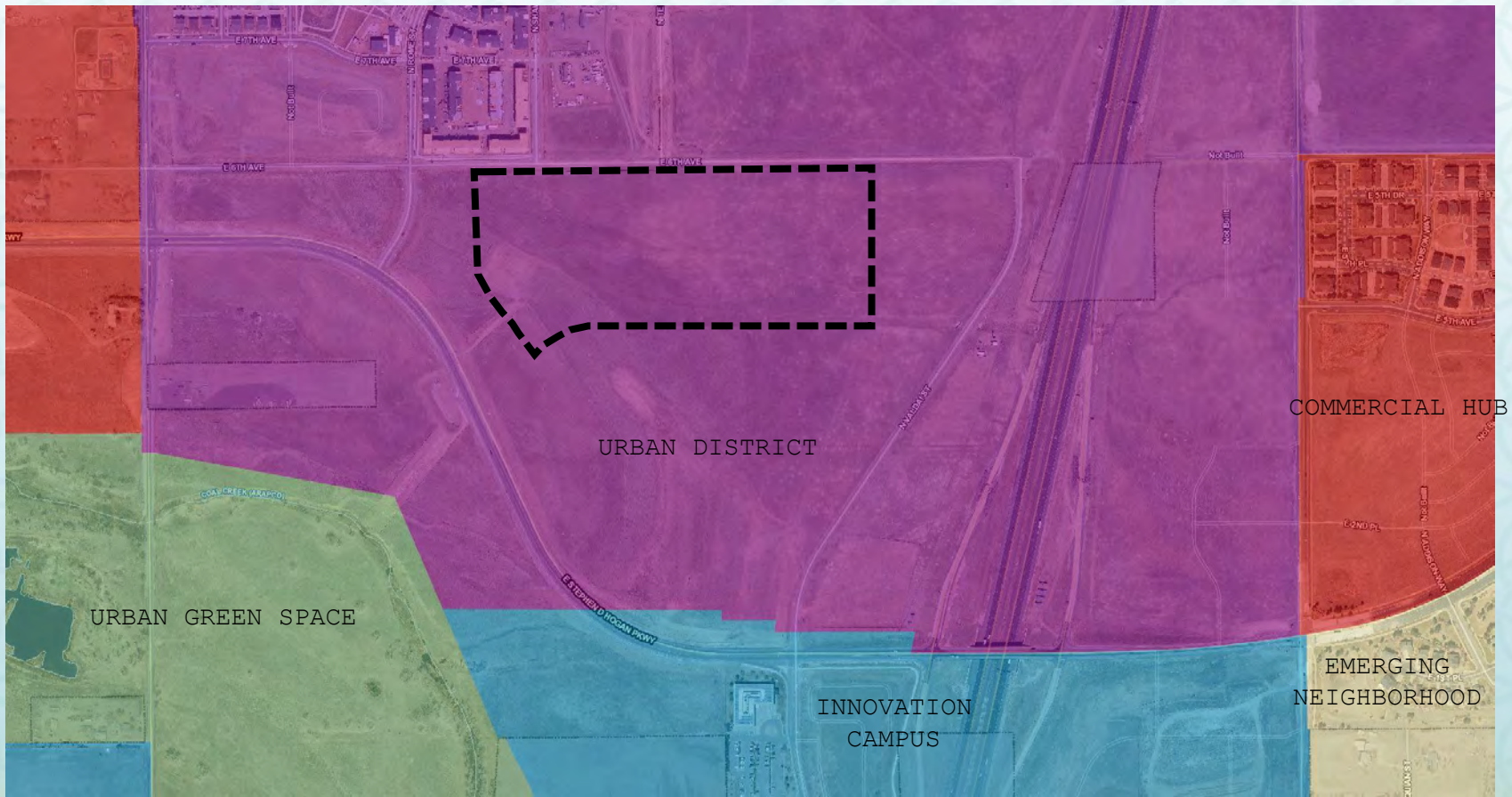
# CURRENT ZONING MAP



# PROPOSED ZONING MAP



# PLACETYPE MAP



# AURORA ONE LAND USE MAP



ORDINANCE NO. 2024- \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 30.2 ACRES OF LAND TO MEDIUM-DENSITY MULTI-FAMILY DISTRICT (R-3), LOCATED ONE HALF MILE EAST OF PICADILLY ROAD AND SOUTH OF 6<sup>TH</sup> AVENUE (AURORA ONE PA-4 REZONE)

WHEREAS, the applicant has requested that approximately 30 acres of land located one half mile east of Picadilly Road and south of 6<sup>th</sup> Avenue, County of Arapahoe, State of Colorado (the “Property”), be rezoned from Mixed-Use Regional District (MU-R) to Medium-Density Multi-Family District (R-3); and

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for the rezoning of property within the City of Aurora, Colorado (the “City”), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on April 24, 2024, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the Property.

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

Section 1. Based on the evidence presented at tonight’s public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the Property.

Section 2. The Property, as more particularly described in “Exhibit A” attached hereto and incorporated herein, is zoned Medium-Density Multi-Family District (R-3) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2024.

PASSED AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

*Lena McClelland* RLA

\_\_\_\_\_  
LENA MCCLELLAND, Assistant City Attorney



## EXHIBIT A

A parcel of land situated in the N 1/2 of Section 12, Township 4 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being more particularly described as follows:

Beginning at the N 1/4 corner of said Section 12 (from whence the NW Corner of said Section bears S89°17'33"W, a distance of 2652.67 feet);

Thence N89°17'01"E, coincident with the north line of the NE 1/4 of said Section 12, a distance of 586.04 feet;

Thence S00°42'59"E, a distance of 778.84 feet;

Thence S89°17'01"W, a distance of 1110.60 feet to a point of curvature to the left;

Thence along said curve (whose chord bears S77°14'51"W, a distance of 187.68 feet) having a radius of 450.00 feet and a central angle of 24°04'21", an arc distance of 189.06 feet;

Thence S65°12'40"W, a distance of 186.81 feet;

Thence N24°47'20"W, a distance of 218.77 feet to a point of curvature to the left;

Thence along said curve (whose chord bears N30°13'01"W, a distance of 94.60 feet) having a radius of 500.00 feet and a central angle of 10°51'22", an arc distance of 94.74 feet;

Thence N35°38'43"W, a distance of 58.32 feet to a point of curvature to the right;

Thence along said curve (whose chord bears N18°10'35"W, a distance of 255.16 feet) having a radius of 425.00 feet and a central angle of 34°56'16", an arc distance of 259.16 feet;

Thence N00°42'27"W, a distance of 321.05 feet to a point on the north line of the NW 1/4 of said Section 12;

Thence N89°17'33"E, coincident with said north line, a distance of 1124.40 feet to the **Point of Beginning**.

Said parcel containing 1,314,433 square feet (30.175 acres) more or less.

Bearings based on the north line of the NW 1/4 of Section 12, T4S, R66W, 6th P.M., being S89°17'33"W, and all linear units are represented in US Survey Feet.

Illustration attached and made a part hereof.

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

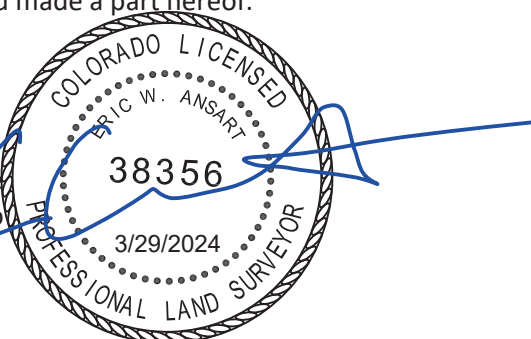
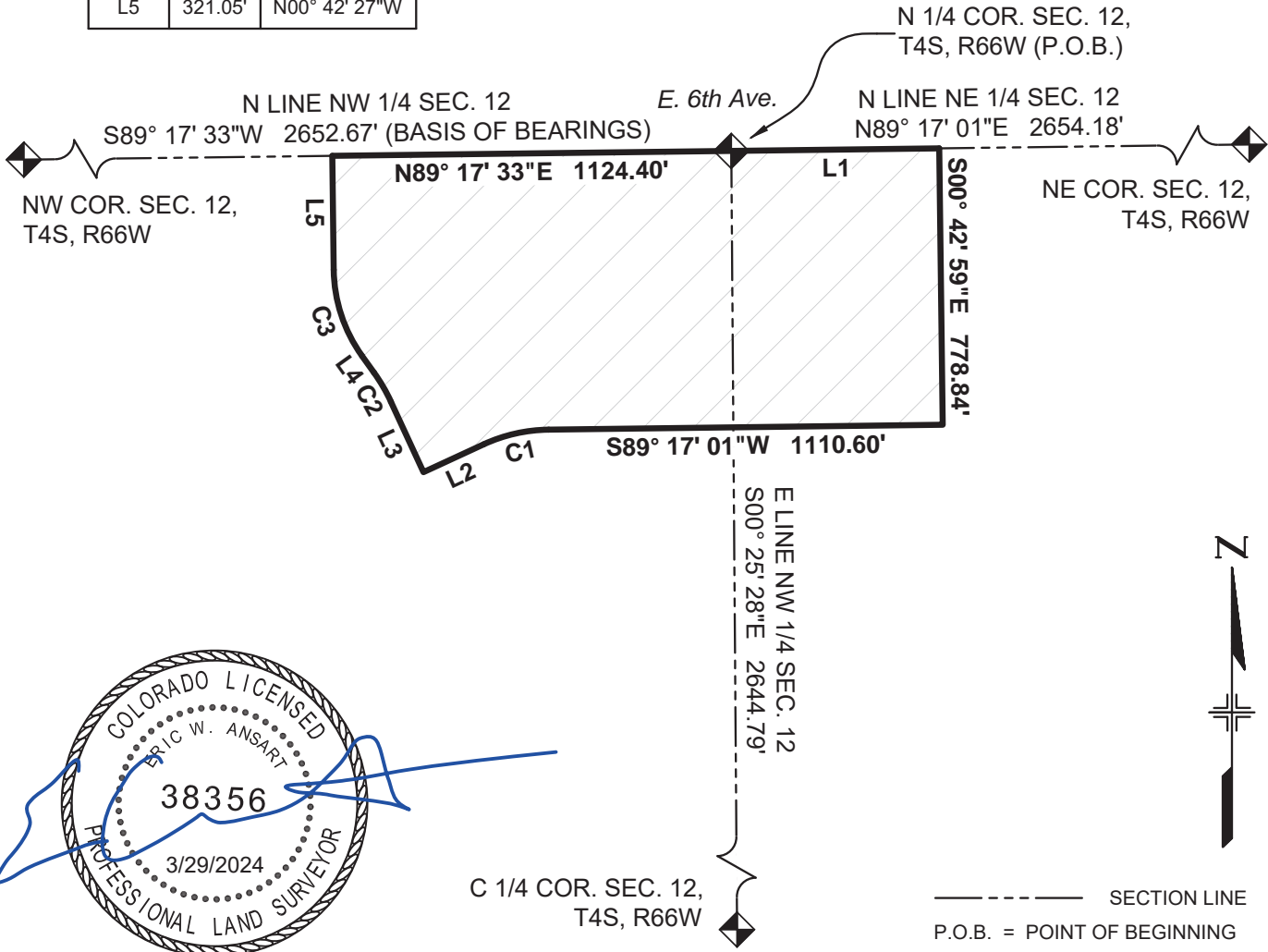


ILLUSTRATION FOR  
EXHIBIT B

Line Table		
Line #	Length	Direction
L1	586.04'	N89° 17' 01"E
L2	186.81'	S65° 12' 40"W
L3	218.77'	N24° 47' 20"W
L4	58.32'	N35° 38' 43"W
L5	321.05'	N00° 42' 27"W

Curve Table					
Curve #	Delta	Length	Radius	Chord Brg.	Chord
C1	24° 04' 21"	189.06'	450.00'	S77° 14' 51"W	187.68'
C2	10° 51' 22"	94.74'	500.00'	N30° 13' 01"W	94.60'
C3	34° 56' 16"	259.16'	425.00'	N18° 10' 35"W	255.16'



BEARINGS BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 12, T4S, R66W, 6TH P.M., BEING S89°17'33"W  
 THE ABOVE-DESCRIBED PARCEL CONTAINS 1,314,433 SQUARE FEET (30.175 ACRES) MORE OR LESS  
 This drawing does not represent a monumented survey. It is intended only to depict the attached legal description

CITY OF AURORA, COLORADO		
DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 3/29/2024	JOB NUMBER: N/A

A PARCEL OF LAND SITUATED IN THE N 1/2 OF  
 SEC. 12, T4S, R66W, 6TH P.M., CITY OF AURORA,  
 COUNTY OF ARAPAHOE, STATE OF COLORADO



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Painted Prairie Business Improvement District No.1 Inclusion and Exclusion (Ordinances)
<b>Item Initiator:</b> Cesarina Dancy, Acting Manager, Office of Development Assistance
<b>Staff Source/Legal Source:</b> Cesarina Dancy, Acting Manager, Office of Development Assistance/ Hanosky Hernandez, Senior Assistant City Attorney
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong City

### COUNCIL MEETING DATES:

**Study Session:** 5/6/2024

**Regular Meeting:** 5/20/2024

**2<sup>nd</sup> Regular Meeting (if applicable):** 6/10/2024

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

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

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

Cesarina Dancy, Acting 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 above.*

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Management & Finance

**Policy Committee Date:** 4/23/2024

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

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 districts, the developer and property owner modified development plans for the property and as such, need to modify the boundaries of the BID(s).

**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.

**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.)*

[Empty dotted box for revenue impact details]

**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.)*

[Empty dotted box for budgeted expenditure impact details]

**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.)*

[Empty dotted box for non-budgeted expenditure impact details]

**WORKLOAD IMPACT**

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



---

**QUESTIONS FOR COUNCIL**

Does the Council wish to move this item to the May 20, 2024 Regular Meeting?

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**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. The district is requesting the inclusion and the exclusion of properties from the district. After Council’s approval the boundaries of the district will be mended accordingly. (Hernandez)



Megan J. Murphy  
Of Counsel

303-858-1800  
mmurphy@wbapc.com

March 25, 2024

**VIA EMAIL**

Cesarina Dancy  
Project Manager  
Office of Development Assistance  
City of Aurora  
[cdancy@auroragov.org](mailto: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. The City Council adopted Ordinance No. 2023-01 effective April 1, 2023 approving including and excluding certain property from the boundaries of Painted Prairie Business Improvement District Number One. The City Council adopted Ordinance No. 2023-02 effective April 1, 2023 approving including and excluding certain property from the boundaries of Painted Prairie Business Improvement District Number Two.

Since the adoption of Ordinance No. 2022-04, Ordinance No. 2023-01, and Ordinance No. 2023-02 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.

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



**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

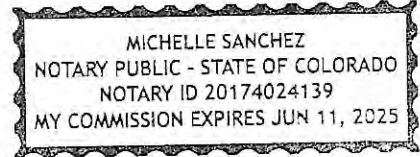
)  
) ss.

COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 8 day of November, 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

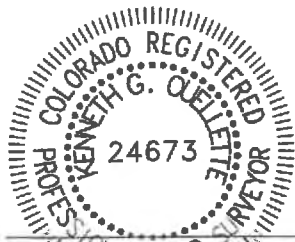
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.  
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

## PROPERTY DESCRIPTION

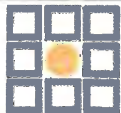
A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 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. QUELLET, 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-----

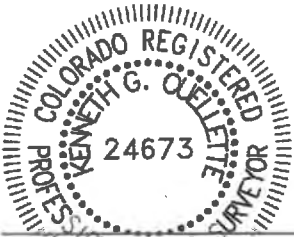
## PROPERTY DESCRIPTION

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;

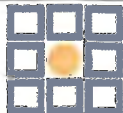
THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 91.48 FEET;

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

POINT OF COMMENCEMENT  
NW COR SEC 11  
T3S, R66W, 6TH P.M.

$S85^{\circ}59'13"E$  756.09' (TIE)

**E. 64TH AVENUE**

(PUBLIC ROW VARIES)

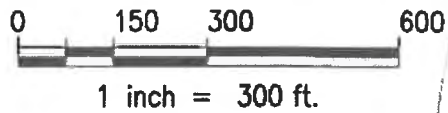
*BASIS OF BEARINGS*

*NORTH LINE, NW 1/4 SEC 11, N89^{\circ}55'04"E 2645.51'*

N 1/4 CORNER SEC 11  
T3S, R66W, 6TH P.M.



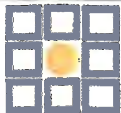
N. LISBON STREET



NW 1/4  
SEC 11  
T3S, R66W  
6TH P.M.

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

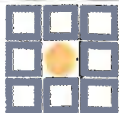
DATE: 11/16/22

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 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 8 day of November, 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:

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**COMMENCING** AT SAID NORTHWEST CORNER OF SECTION 11;

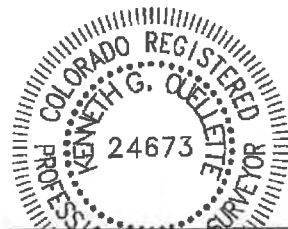
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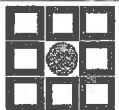
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KENNETH G. OELLETT, P.L.S. 24673  
DATE: SEPTEMBER 6, 2023  
JOB NO. 65419757  
FOR AND ON BEHALF OF MERRICK & COMPANY



**MERRICK®**

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
Telephone: 303-751-0741

BID 1

DATE: 9/6/23

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-----

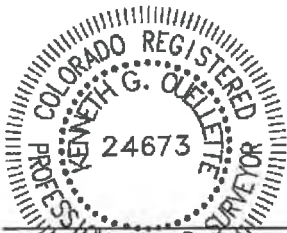
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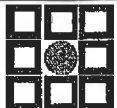
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CONTAINING 3.252 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673  
DATE: SEPTEMBER 6, 2023  
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: 9/6/23

SHEET: 2 OF 4

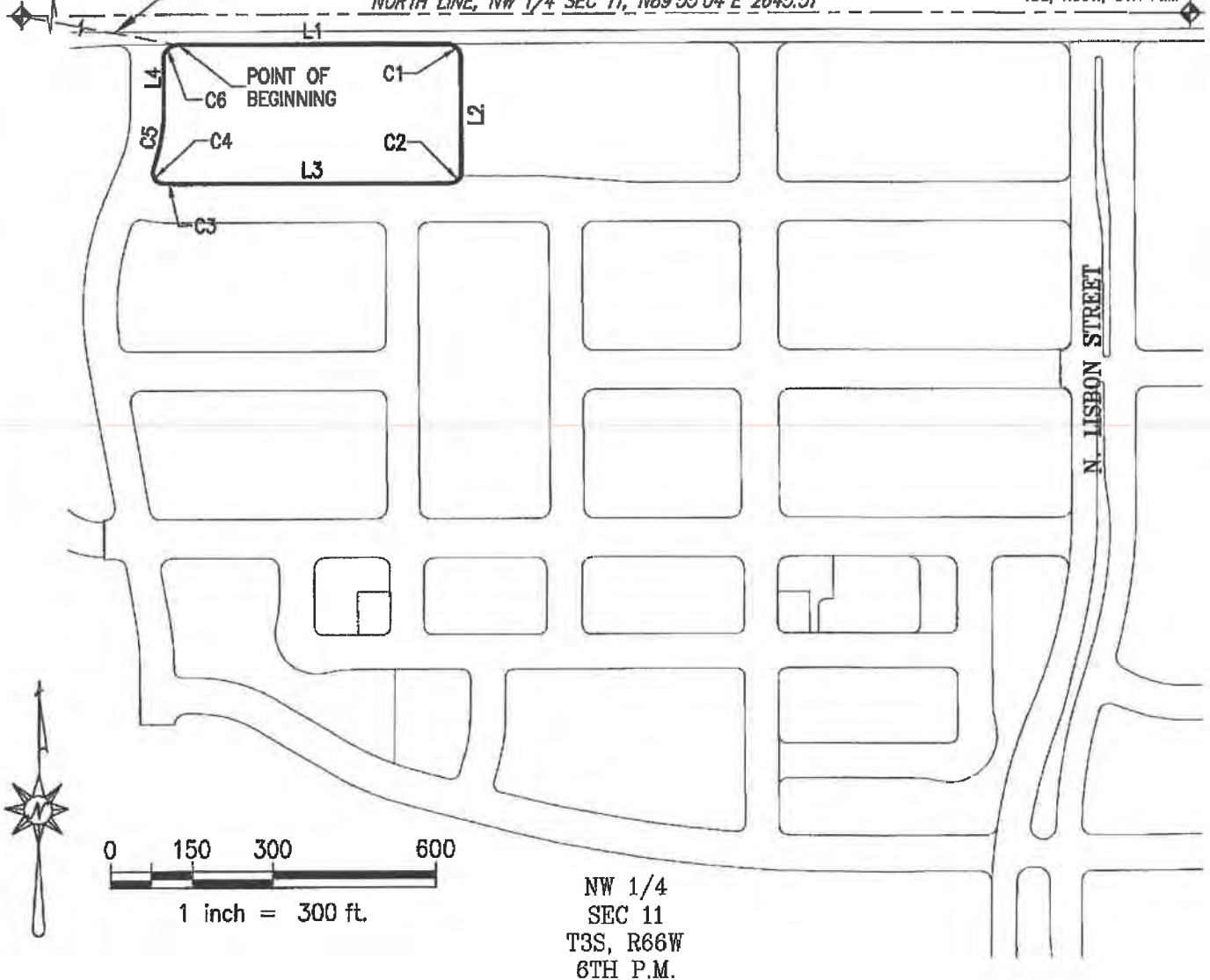
# ILLUSTRATION FOR EXHIBIT A

POINT OF COMMENCEMENT  $585^{\circ}59'37''E$  756.16' (TIE)  
NW COR SEC 11  
T3S, R66W, 6TH P.M.

**E. 64TH AVENUE**  
(PUBLIC ROW VARIES)

N 1/4 CORNER SEC 11  
T3S, R66W, 6TH P.M.

BASIS OF BEARINGS  
NORTH LINE, NW 1/4 SEC 11,  $N89^{\circ}55'04''E$  2645.51'



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.



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BID 1

DATE: 9/6/23

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'



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DATE: 9/6/23

SHEET: 4 OF 4

**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 8 day of November, 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-----

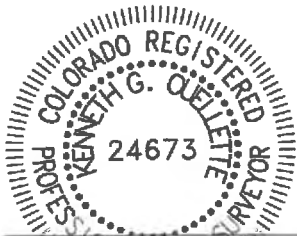
## PROPERTY DESCRIPTION

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:

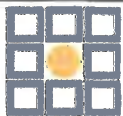
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA 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**

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Telephone: 303-751-0741

BID 2

DATE: 11/16/22

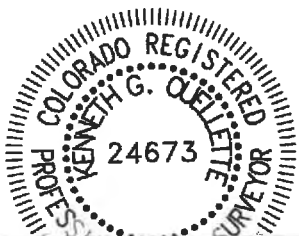
SHEET: 1 OF 5

# EXHIBIT A

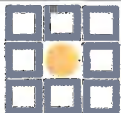
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.  
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

## 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

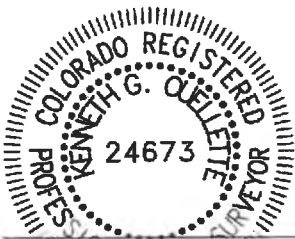
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 86°54'18", A RADIUS OF 25.00 FEET, A CHORD BEARING N43°30'31"W A DISTANCE OF 34.39 FEET, AND AN ARC DISTANCE OF 37.92 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 21.870 ACRES, MORE OR LESS.

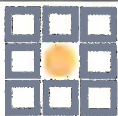
### PARCEL 2

**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. QUILETTE, P.L.S. 24673  
DATE: NOVEMBER 16, 2022  
JOB NO. 65419757  
FOR AND ON BEHALF OF MERRICK & COMPANY



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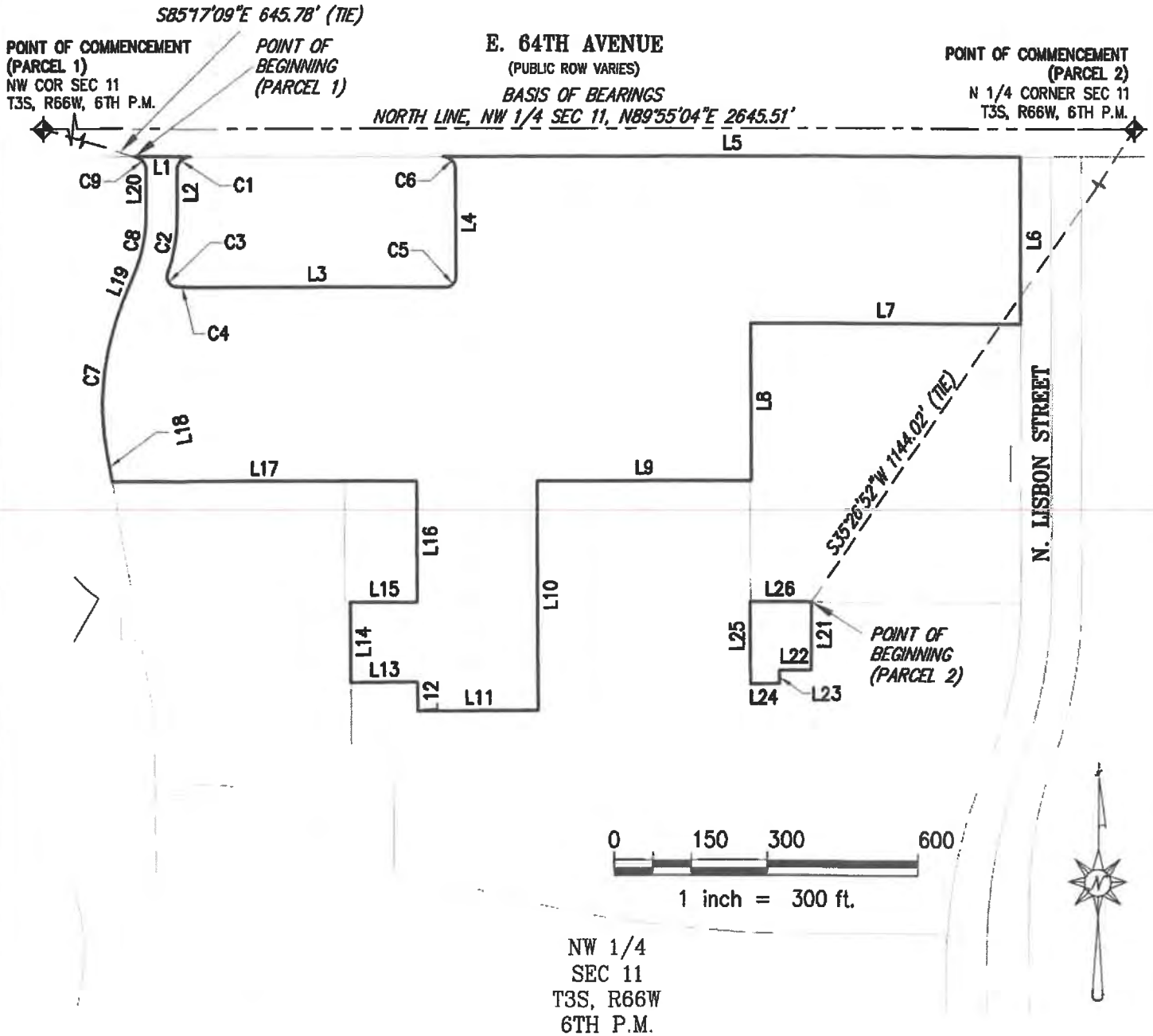
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 3 OF 5

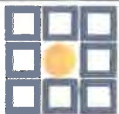
# ILLUSTRATION FOR EXHIBIT A



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.



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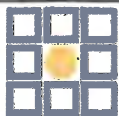
DATE: 11/16/22

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'



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BID 2

DATE: 11/16/22

SHEET: 5 OF 5

**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 Proyost

Title: Manager

Petitioner's

Street Address:

10100 Santa Monica Blvd., Suite 1000  
Los Angeles, CA 90067

STATE OF COLORADO

) ss.

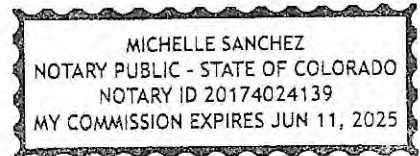
COUNTY OF ARAPAHOE

)

The foregoing instrument was acknowledged before me this 8 day of November, 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-----

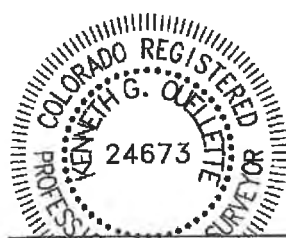
## PROPERTY DESCRIPTION

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°59'37"E A DISTANCE OF 756.16 FEET TO THE **POINT OF BEGINNING**;  
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: SEPTEMBER 6, 2023  
JOB NO. 65419757  
FOR AND ON BEHALF OF MERRICK & COMPANY



**MERRICK®**

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Telephone: 303-751-0741

BID 2

DATE: 9/6/23

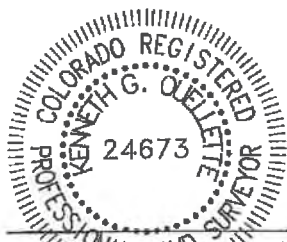
SHEET: 1 OF 5

# EXHIBIT A

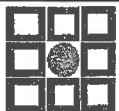
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.  
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

## 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 1139.36 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 420.52 FEET;  
THENCE S00°29'13"E A DISTANCE OF 274.01 FEET;  
THENCE S89°55'13"W A DISTANCE OF 7.50 FEET;  
THENCE S00°29'13"E A DISTANCE OF 178.00 FEET;  
THENCE S89°55'13"W A DISTANCE OF 222.01 FEET;  
THENCE N00°29'13"W A DISTANCE OF 79.86 FEET;  
THENCE S89°30'47"W A DISTANCE OF 139.64 FEET;  
THENCE N00°29'13"W A DISTANCE OF 135.14 FEET;  
THENCE N89°55'13"E A DISTANCE OF 132.16 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: SEPTEMBER 6, 2023  
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: 9/6/23

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

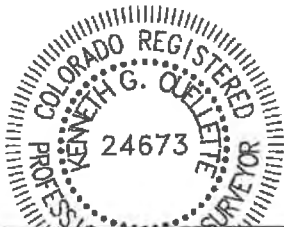
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 93°20'25", A RADIUS OF 25.00 FEET, A CHORD BEARING N47°08'07"W A DISTANCE OF 36.37 FEET, AND AN ARC DISTANCE OF 40.73 FEET;  
THENCE N86°11'41"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 2.99 FEET;  
THENCE N89°55'04"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 110.63 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 21.756 ACRES, MORE OR LESS.

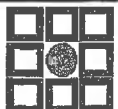
### PARCEL 2

**COMMENCING** AT SAID NORTH QUARTER CORNER OF SECTION 11;  
THENCE S36°15'16"W A DISTANCE OF 1155.75 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 43.56 FEET;  
THENCE S00°29'13"E A DISTANCE OF 1.50 FEET;  
THENCE S89°30'47"W A DISTANCE OF 58.00 FEET;  
THENCE N00°29'13"W A DISTANCE OF 136.92 FEET;  
THENCE N89°55'13"E A DISTANCE OF 102.53 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.319 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673  
DATE: SEPTEMBER 6, 2023  
JOB NO. 65419757  
FOR AND ON BEHALF OF MERRICK & COMPANY



**MERRICK®**

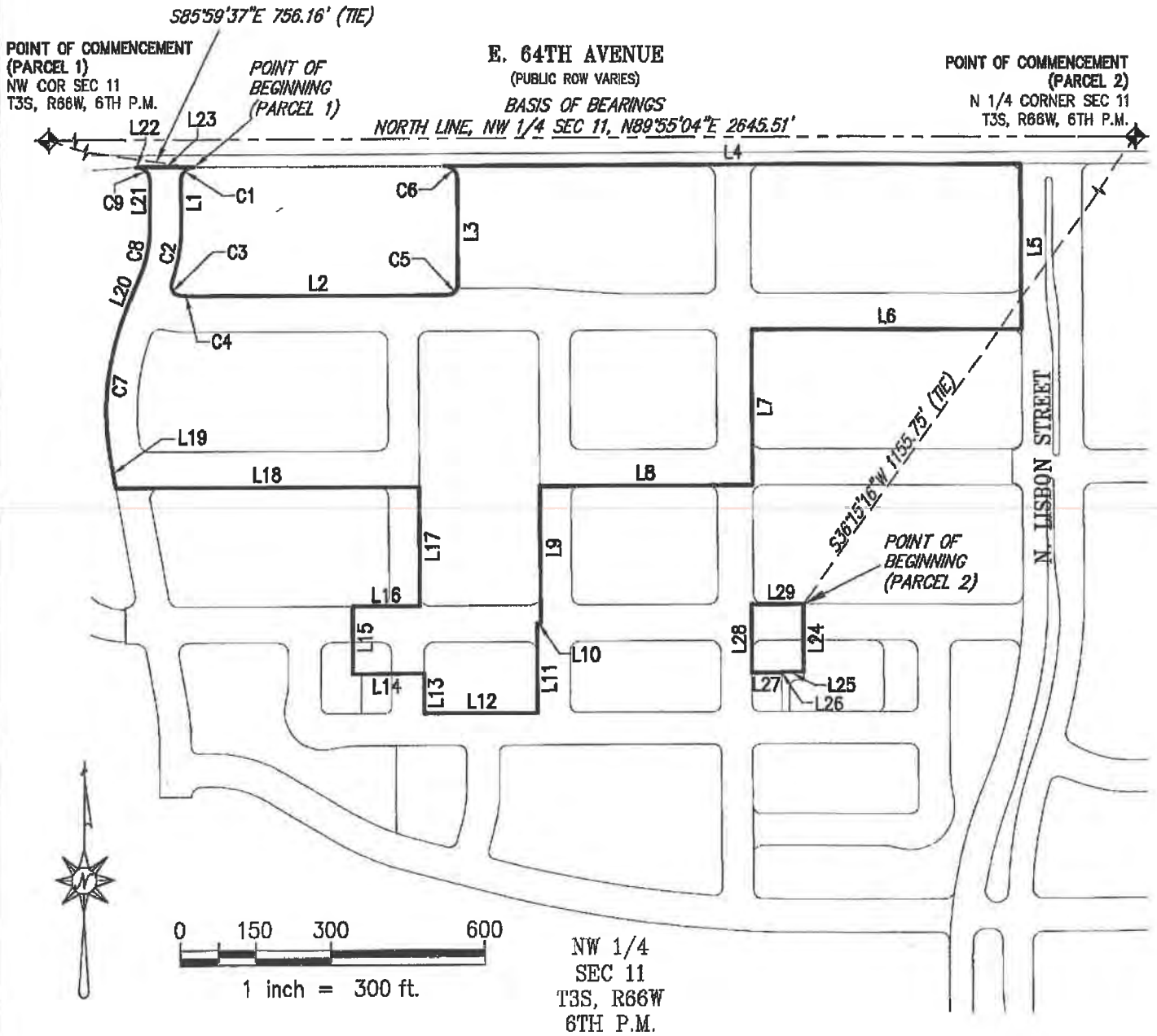
5870 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
Telephone: 303-761-0741

BID 2

DATE: 9/6/23

SHEET: 3 OF 5

# ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL 1 CONTAINS 21.756 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 0.319 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

 <p><b>MERRICK®</b> 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741</p>	<p>BID 2</p>	<p>DATE: 9/6/23</p>

## ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°27'54"E	91.48'
L2	N89°55'13"E	507.04'
L3	N00°29'13"W	212.02'
L4	N89°55'04"E	1139.36'
L5	S00°29'13"E	329.04'
L6	S89°55'13"W	535.51'
L7	S00°29'13"E	310.01'
L8	S89°55'13"W	420.52'
L9	S00°29'13"E	274.01'
L10	S89°55'13"W	7.50'
L11	S00°29'13"E	178.00'
L12	S89°55'13"W	222.01'
L13	N00°29'13"W	79.86'
L14	S89°30'47"W	139.64'
L15	N00°29'13"W	135.14'
L16	N89°55'13"E	132.16'
L17	N00°29'13"W	238.01'
L18	S89°55'13"W	601.25'
L19	N10°32'04"W	58.28'
L20	N21°58'53"E	71.41'
L21	N00°27'54"W	92.09'
L22	N86°11'41"E	2.99'
L23	N89°55'04"E	110.63'
L24	S00°04'47"E	135.00'
L25	S89°55'13"W	43.56'
L26	S00°29'13"E	1.50'
L27	S89°30'47"W	58.00'
L28	N00°29'13"W	136.92'
L29	N89°55'13"E	102.53'

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	93°20'25"	25.00'	N47°08'07"W	36.37'	40.73'



**MERRICK®**

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
Telephone: 303-751-0741

BID 2

DATE: 9/6/23

SHEET: 5 OF 5

**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 IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on [REDACTED], 2024, 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 6<sup>th</sup> 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 6<sup>th</sup> 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], 2024



**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 IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on [redacted], 2024, 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 6<sup>th</sup> 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], 2024

ORDINANCE NO. 2024-\_\_

A BILL

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

WHEREAS, the City Council of the City of Aurora, Colorado (the “City Council”) authorized by Ordinances 2017-36 and 2017-37 the organization of Painted Prairie Business Improvement District Number One and Two (the “Districts”); and

WHEREAS, after the Districts were formed, the City Council received four petitions 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 Districts, 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 Districts 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 C.R.S. § 31-25-1207(5), 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 C.R.S. § 31-25-1220, 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 and Painted Prairie Business Improvement District Number Two described in Exhibit A.

Section 2. Pursuant to C.R.S. § 31-25-1220, the City Council has authority to grant the Petitioner’s request of inclusion and exclusion from the Painted Prairie Business Improvement District Number One and Painted Prairie Business Improvement District Number Two 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 and Painted Prairie Business Improvement District Number Two as proposed in the Petitions does not adversely affect such Districts 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 and 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 \_\_\_\_\_, 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ,  
City Clerk

APPROVED AS TO FORM:

---

HANOSKY HERNANDEZ,  
Assistant City Attorney

Exhibit A

Painted Prairie Business Improvement District Number One Petition for Inclusion

Exhibit A

Painted Prairie Business Improvement District Number One Petition for Exclusion

Exhibit A

Painted Prairie Business Improvement District Number Two Petition for Inclusion



Exhibit A

Painted Prairie Business Improvement District Number Two Petition for Exclusion

E. 64TH AVENUE

B.I.D. 1

B.I.D. 2

PAINTED PRAIRIE  
METROPOLITAN DISTRICT NO. 7

PAINTED PRAIRIE  
METROPOLITAN DISTRICT NO. 8

PAINTED PRAIRIE  
METROPOLITAN DISTRICT NO. 8

PAINTED PRAIRIE  
METROPOLITAN DISTRICT NO. 10

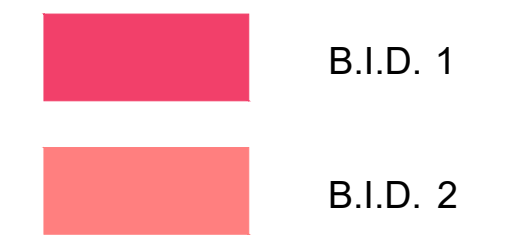
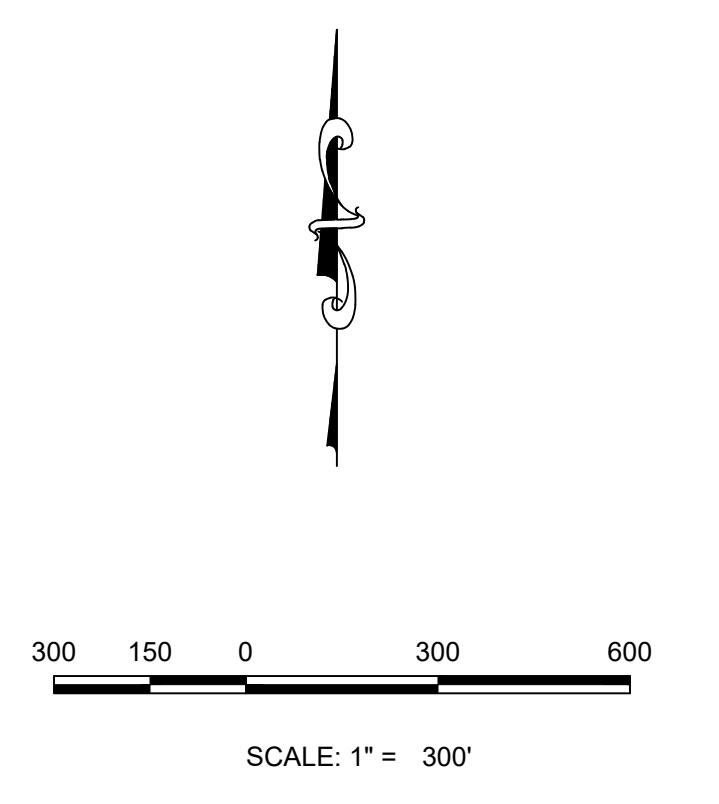
PAINTED PRAIRIE  
METROPOLITAN DISTRICT  
NO. 4

PAINTED PRAIRIE  
METROPOLITAN DISTRICT NO. 4

PAINTED PRAIRIE  
METROPOLITAN DISTRICT NO.

MET

HIMALAYA ROAD



PAINTED PRAIRIE METRO DISTRICT MAP  
B.I.D. MAP

DATE: 4/8/2024  
SHEET:

ORDINANCE NO. 2024-\_\_\_

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 for 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  
\_\_\_\_\_ 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of  
\_\_\_\_\_ 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

---

KADEE RODRIGUEZ,  
City Clerk

APPROVED AS TO FORM:

*gk*

---

*Hanosky Hernandez*  
HANOSKY HERNANDEZ,  
Sr. Assistant City Attorney



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Painted Prairie Business Improvement District No.2 Property Inclusion and Exclusion (Ordinance)
<b>Item Initiator:</b> Cesarina Dancy, Acting Manager, Office of Development Assistance
<b>Staff Source/Legal Source:</b> Cesarina Dancy, Acting Manager, Office of Development Assistance/ Hanosky Hernandez, Senior Assistant City Attorney
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong City

### COUNCIL MEETING DATES:

**Study Session:** 5/6/2024

**Regular Meeting:** 5/20/2024

**2<sup>nd</sup> Regular Meeting (if applicable):** 6/10/2024

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

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

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

Cesarina Dancy, Acting 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 above.*

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Management & Finance

**Policy Committee Date:** 4/23/2024

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

---

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

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 districts, the developer and property owner modified development plans for the property and as such, need to modify the boundaries of the BID(s).

---

**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.

---

**FISCAL IMPACT**

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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



---

**QUESTIONS FOR COUNCIL**

Does the Council wish to move this item to the May 20, 2024 Study Session?

---

**LEGAL COMMENTS**

The City Council is vested with the jurisdiction to create and establish business improvement districts within the boundaries of the City. See, Section 31-25-1204, C.R.S. City Council passed Ordinance 2017-37 and declared the Painted Prairie Business Improvement District No2 organized. Under Section 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. The district is requesting the inclusion and exclusion of certain properties. After Council's approval the boundaries of the district will be amended accordingly.  
(Hernandez)





Megan J. Murphy  
Of Counsel

303-858-1800  
mmurphy@wbapc.com

March 25, 2024

**VIA EMAIL**

Cesarina Dancy  
Project Manager  
Office of Development Assistance  
City of Aurora  
[cdancy@auroragov.org](mailto: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. The City Council adopted Ordinance No. 2023-01 effective April 1, 2023 approving including and excluding certain property from the boundaries of Painted Prairie Business Improvement District Number One. The City Council adopted Ordinance No. 2023-02 effective April 1, 2023 approving including and excluding certain property from the boundaries of Painted Prairie Business Improvement District Number Two.

Since the adoption of Ordinance No. 2022-04, Ordinance No. 2023-01, and Ordinance No. 2023-02 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.

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

**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 8 day of November, 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

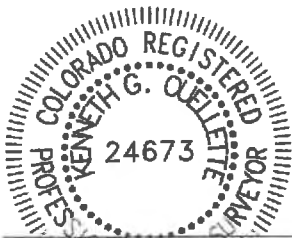
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.  
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

## PROPERTY DESCRIPTION

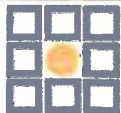
A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 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. QUELLET, 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-----

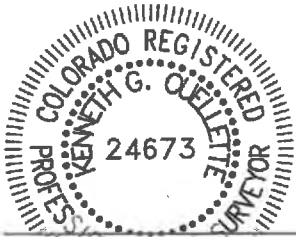
## PROPERTY DESCRIPTION

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;

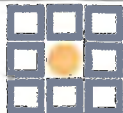
THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 91.48 FEET;

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

POINT OF COMMENCEMENT  
NW COR SEC 11  
T3S, R66W, 6TH P.M.

*S85°59'13"E 756.09' (TIE)*

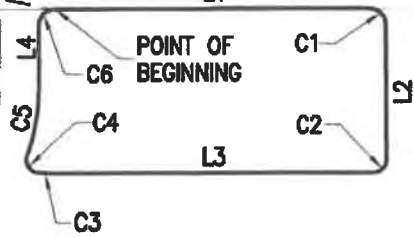
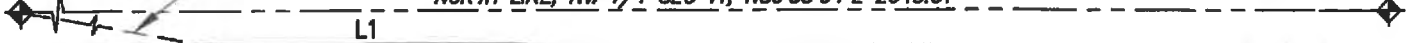
**E. 64TH AVENUE**

(PUBLIC ROW VARIES)

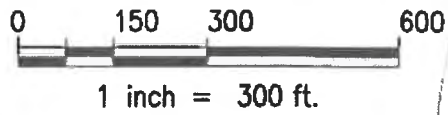
*BASIS OF BEARINGS*

*NORTH LINE, NW 1/4 SEC 11, N89°55'04"E 2645.51'*

N 1/4 CORNER SEC 11  
T3S, R66W, 6TH P.M.



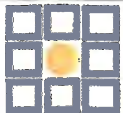
N. LISBON STREET



NW 1/4  
SEC 11  
T3S, R66W  
6TH P.M.

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

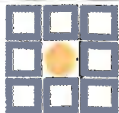
DATE: 11/16/22

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 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 8 day of November, 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

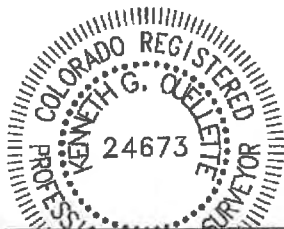
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.  
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

## PROPERTY DESCRIPTION

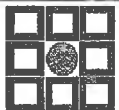
A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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°59'137"E A DISTANCE OF 756.16 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. OELLETT, P.L.S. 24673  
DATE: SEPTEMBER 6, 2023  
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: 9/6/23

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-----

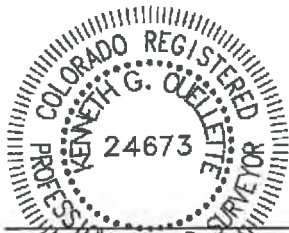
## PROPERTY DESCRIPTION

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: SEPTEMBER 6, 2023  
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: 9/6/23

SHEET: 2 OF 4

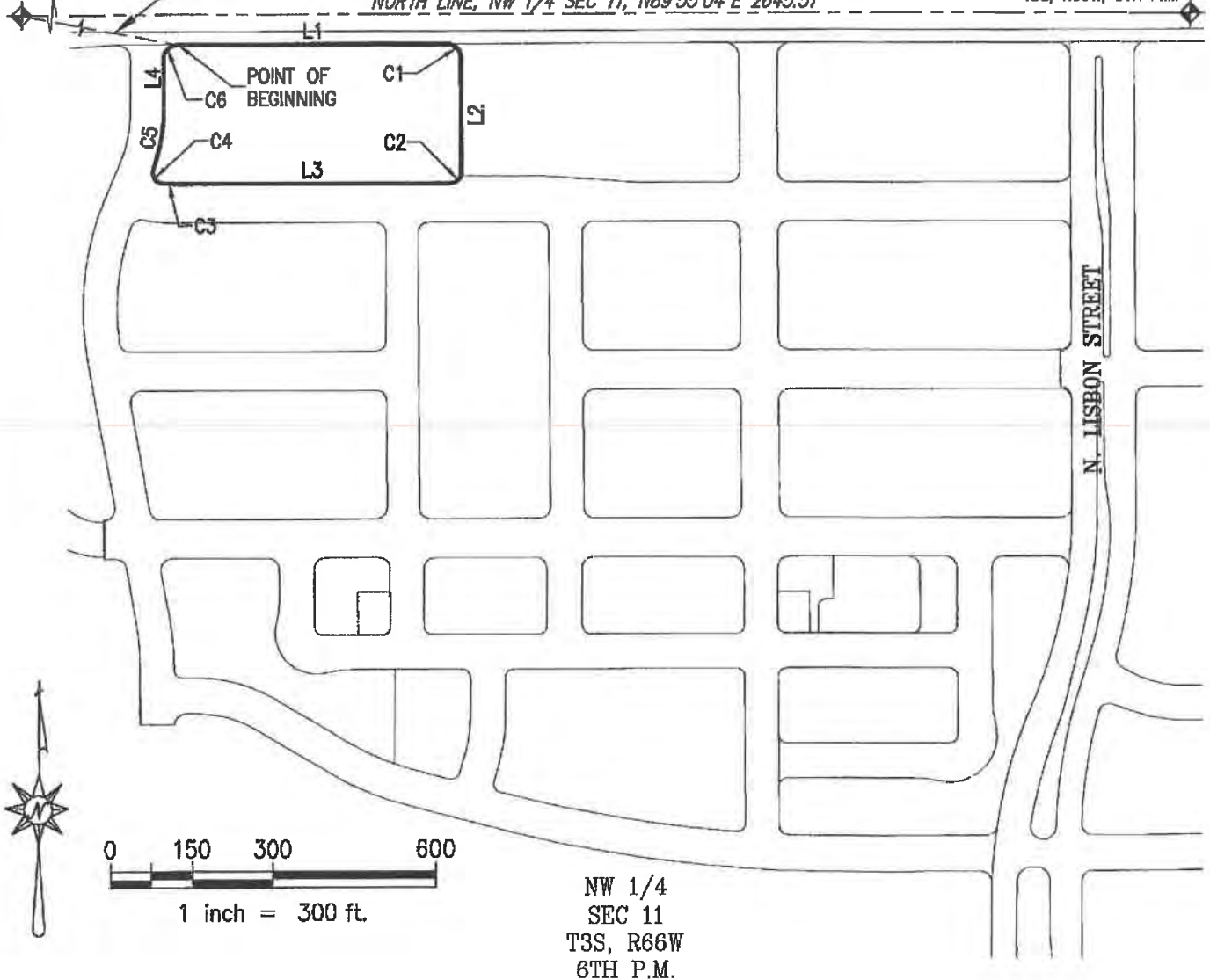
# ILLUSTRATION FOR EXHIBIT A

POINT OF COMMENCEMENT  $585^{\circ}59'37''E$  756.16' (TIE)  
NW COR SEC 11  
T3S, R66W, 6TH P.M.

**E. 64TH AVENUE**  
(PUBLIC ROW VARIES)

N 1/4 CORNER SEC 11  
T3S, R66W, 6TH P.M.

BASIS OF BEARINGS  
NORTH LINE, NW 1/4 SEC 11,  $N89^{\circ}55'04''E$  2645.51'



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®**  
SURVEYING & ENGINEERING

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
Telephone: 303-751-0741

BID 1

DATE: 9/6/23

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®**

5870 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
Telephone: 303-751-0741

BID 1

DATE: 9/6/23

SHEET: 4 OF 4

**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 8 day of November, 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-----

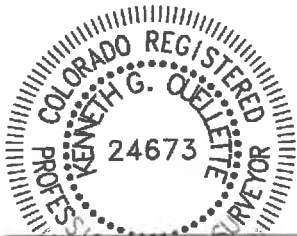
## PROPERTY DESCRIPTION

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:

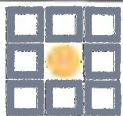
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA 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



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BID 2

DATE: 11/16/22

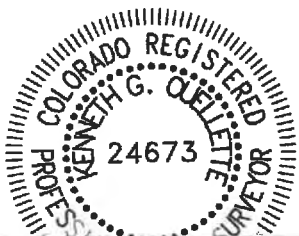
SHEET: 1 OF 5

# EXHIBIT A

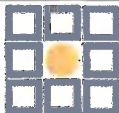
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.  
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

## 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



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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

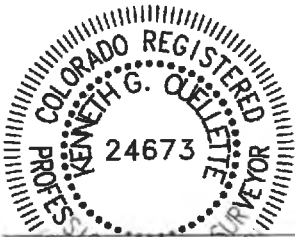
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 86°54'18", A RADIUS OF 25.00 FEET, A CHORD BEARING N43°30'31"W A DISTANCE OF 34.39 FEET, AND AN ARC DISTANCE OF 37.92 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 21.870 ACRES, MORE OR LESS.

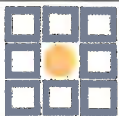
### PARCEL 2

**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. QUILETTE, P.L.S. 24673  
DATE: NOVEMBER 16, 2022  
JOB NO. 65419757  
FOR AND ON BEHALF OF MERRICK & COMPANY



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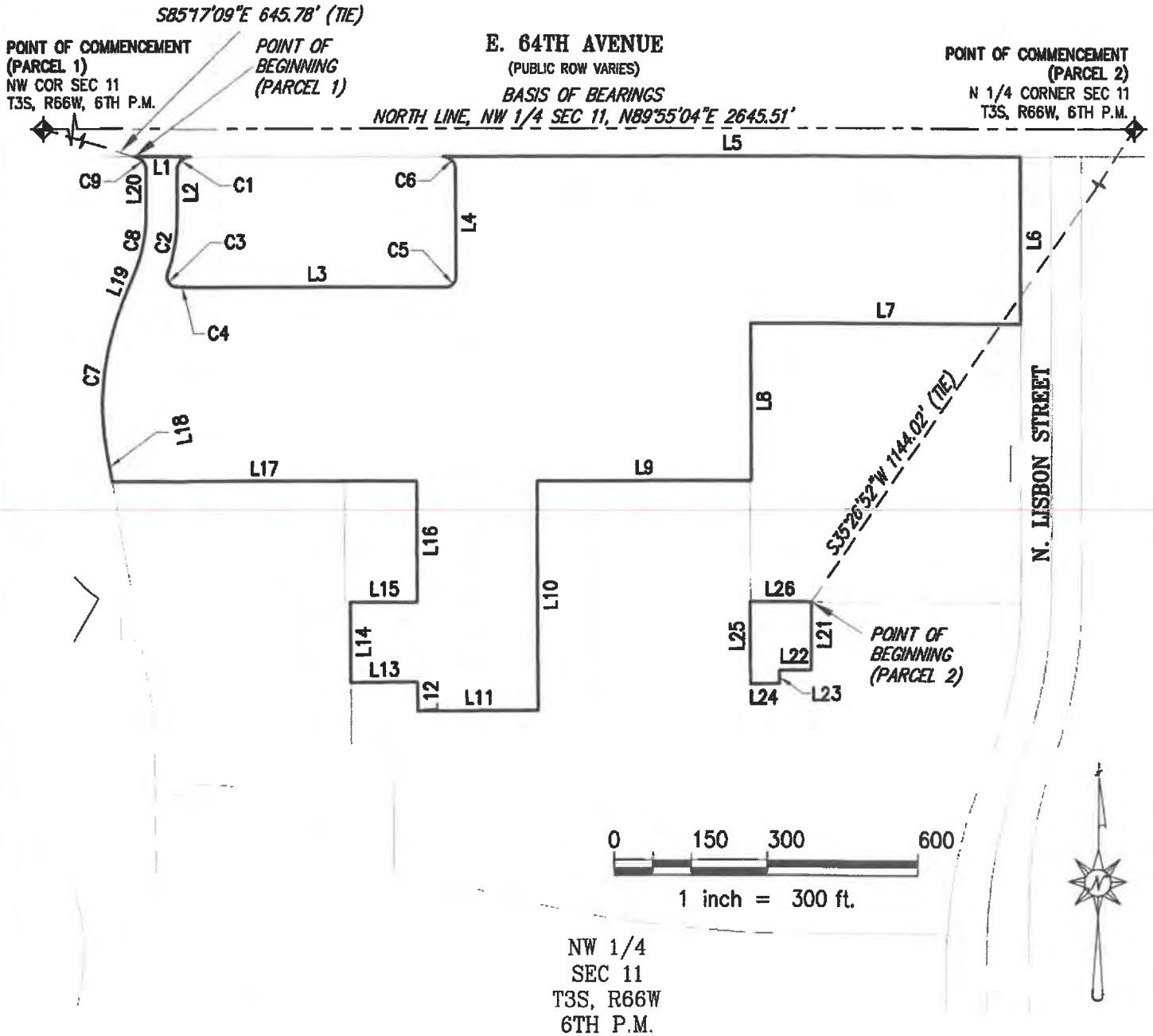
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
Telephone: 303-751-0741

BID 2

DATE: 11/16/22

SHEET: 3 OF 5

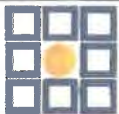
# ILLUSTRATION FOR EXHIBIT A



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.



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DATE: 11/16/22

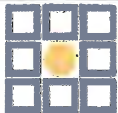
SHEET: 4 OF 5



# 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'



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BID 2

DATE: 11/16/22

SHEET: 5 OF 5

**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 Proyost

Title: Manager

Petitioner’s

Street Address:

10100 Santa Monica Blvd., Suite 1000  
Los Angeles, CA 90067

STATE OF COLORADO

) ss.

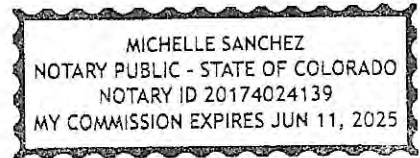
COUNTY OF ARAPAHOE

)

The foregoing instrument was acknowledged before me this 8 day of November, 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-----

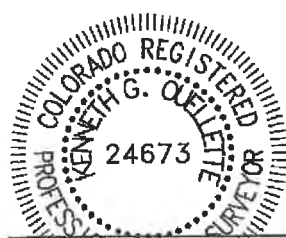
## PROPERTY DESCRIPTION

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°59'37"E A DISTANCE OF 756.16 FEET TO THE **POINT OF BEGINNING**;  
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: SEPTEMBER 6, 2023  
JOB NO. 65419757  
FOR AND ON BEHALF OF MERRICK & COMPANY



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BID 2

DATE: 9/6/23

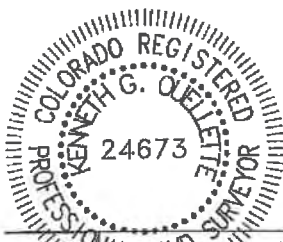
SHEET: 1 OF 5

# EXHIBIT A

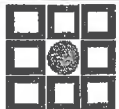
NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.  
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

## 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 1139.36 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 420.52 FEET;  
THENCE S00°29'13"E A DISTANCE OF 274.01 FEET;  
THENCE S89°55'13"W A DISTANCE OF 7.50 FEET;  
THENCE S00°29'13"E A DISTANCE OF 178.00 FEET;  
THENCE S89°55'13"W A DISTANCE OF 222.01 FEET;  
THENCE N00°29'13"W A DISTANCE OF 79.86 FEET;  
THENCE S89°30'47"W A DISTANCE OF 139.64 FEET;  
THENCE N00°29'13"W A DISTANCE OF 135.14 FEET;  
THENCE N89°55'13"E A DISTANCE OF 132.16 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: SEPTEMBER 6, 2023  
JOB NO. 65419757  
FOR AND ON BEHALF OF MERRICK & COMPANY



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BID 2

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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

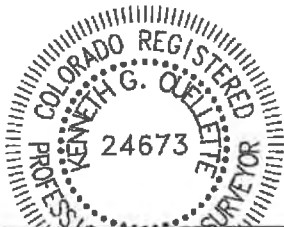
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 93°20'25", A RADIUS OF 25.00 FEET, A CHORD BEARING N47°08'07"W A DISTANCE OF 36.37 FEET, AND AN ARC DISTANCE OF 40.73 FEET;  
THENCE N86°11'41"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 2.99 FEET;  
THENCE N89°55'04"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 110.63 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 21.756 ACRES, MORE OR LESS.

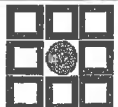
### PARCEL 2

**COMMENCING** AT SAID NORTH QUARTER CORNER OF SECTION 11;  
THENCE S36°15'16"W A DISTANCE OF 1155.75 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 43.56 FEET;  
THENCE S00°29'13"E A DISTANCE OF 1.50 FEET;  
THENCE S89°30'47"W A DISTANCE OF 58.00 FEET;  
THENCE N00°29'13"W A DISTANCE OF 136.92 FEET;  
THENCE N89°55'13"E A DISTANCE OF 102.53 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.319 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673  
DATE: SEPTEMBER 6, 2023  
JOB NO. 65419757  
FOR AND ON BEHALF OF MERRICK & COMPANY



**MERRICK®**

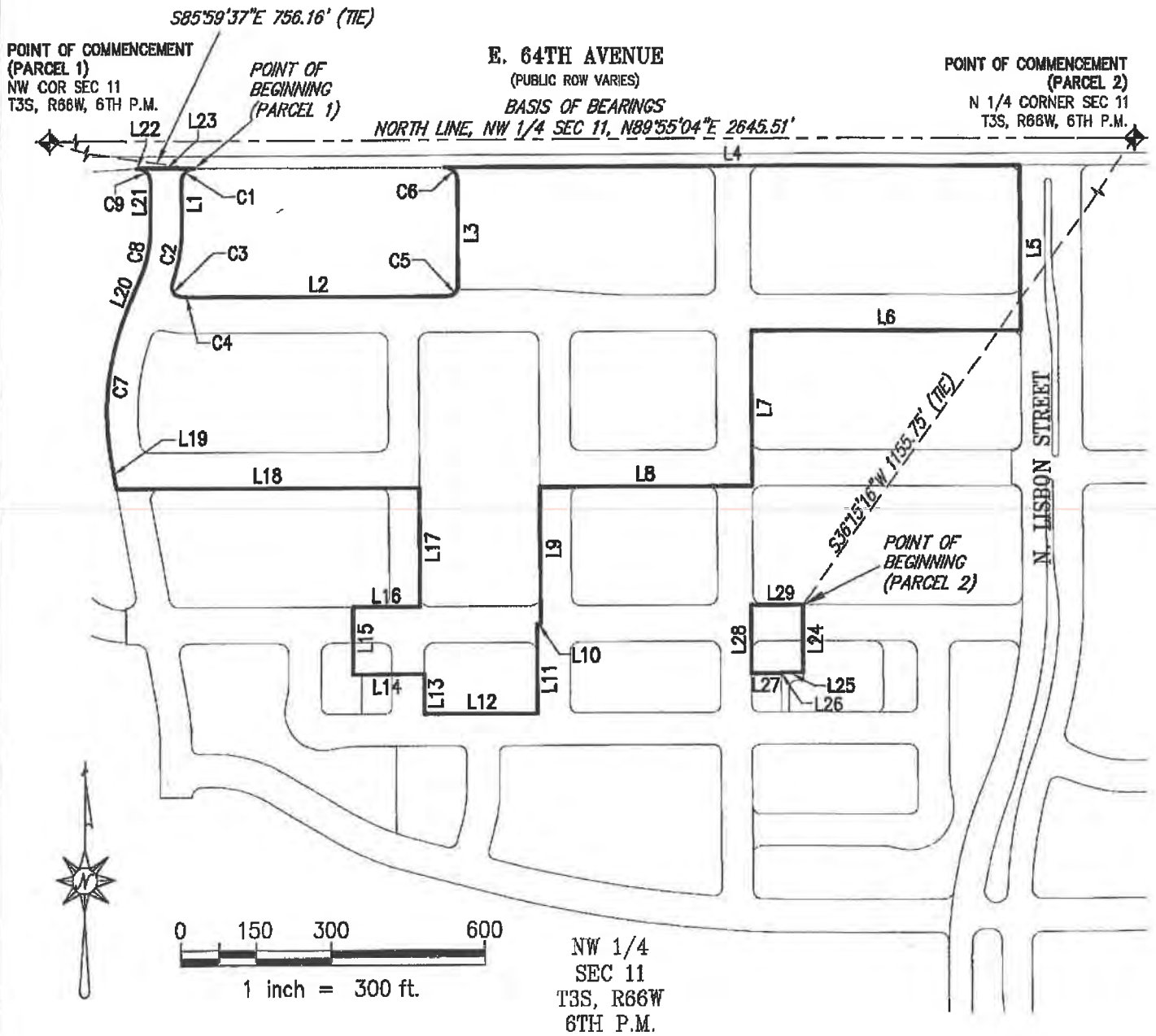
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Telephone: 303-751-0741

BID 2

DATE: 9/6/23

SHEET: 3 OF 5

# ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL 1 CONTAINS 21.756 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 0.319 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



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BID 2

DATE: 9/6/23

SHEET: 4 OF 5



## ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°27'54"E	91.48'
L2	N89°55'13"E	507.04'
L3	N00°29'13"W	212.02'
L4	N89°55'04"E	1139.36'
L5	S00°29'13"E	329.04'
L6	S89°55'13"W	535.51'
L7	S00°29'13"E	310.01'
L8	S89°55'13"W	420.52'
L9	S00°29'13"E	274.01'
L10	S89°55'13"W	7.50'
L11	S00°29'13"E	178.00'
L12	S89°55'13"W	222.01'
L13	N00°29'13"W	79.86'
L14	S89°30'47"W	139.64'
L15	N00°29'13"W	135.14'
L16	N89°55'13"E	132.16'
L17	N00°29'13"W	238.01'
L18	S89°55'13"W	601.25'
L19	N10°32'04"W	58.28'
L20	N21°58'53"E	71.41'
L21	N00°27'54"W	92.09'
L22	N86°11'41"E	2.99'
L23	N89°55'04"E	110.63'
L24	S00°04'47"E	135.00'
L25	S89°55'13"W	43.56'
L26	S00°29'13"E	1.50'
L27	S89°30'47"W	58.00'
L28	N00°29'13"W	136.92'
L29	N89°55'13"E	102.53'

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	93°20'25"	25.00'	N47°08'07"W	36.37'	40.73'



**MERRICK**  
SURVEYING & ENGINEERING

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
Telephone: 303-751-0741

BID 2

DATE: 9/6/23

SHEET: 5 OF 5

**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 IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on [REDACTED], 2024, 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 6<sup>th</sup> 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 6<sup>th</sup> 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], 2024

**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 IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on                     , 2024, 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](http://www.auroragov.org) to register and view the meeting.

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General Description of Property: A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6<sup>th</sup> 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 6<sup>th</sup> 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], 2024

ORDINANCE NO. 2024-\_\_\_

A BILL

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

WHEREAS, the City Council of the City of Aurora, Colorado (the “City Council”) authorized by Ordinances 2017-36 and 2017-37 the organization of Painted Prairie Business Improvement District Number One and Two (the “Districts”); and

WHEREAS, after the Districts were formed, the City Council received four petitions 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 Districts, 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 Districts 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 C.R.S. § 31-25-1207(5), 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 C.R.S. § 31-25-1220, 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 and Painted Prairie Business Improvement District Number Two described in Exhibit A.

Section 2. Pursuant to C.R.S. § 31-25-1220, the City Council has authority to grant the Petitioner’s request of inclusion and exclusion from the Painted Prairie Business Improvement District Number One and Painted Prairie Business Improvement District Number Two 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 and Painted Prairie Business Improvement District Number Two as proposed in the Petitions does not adversely affect such Districts 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 and 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 \_\_\_\_\_, 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ,  
City Clerk

APPROVED AS TO FORM:

---

HANOSKY HERNANDEZ,  
Assistant City Attorney



Exhibit A

Painted Prairie Business Improvement District Number One Petition for Inclusion

Exhibit A

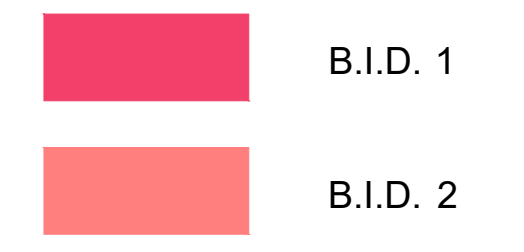
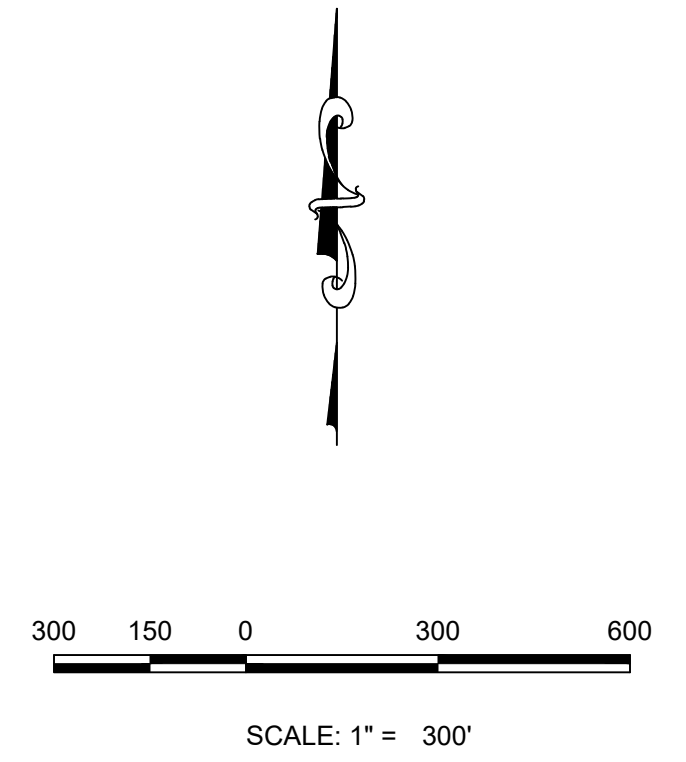
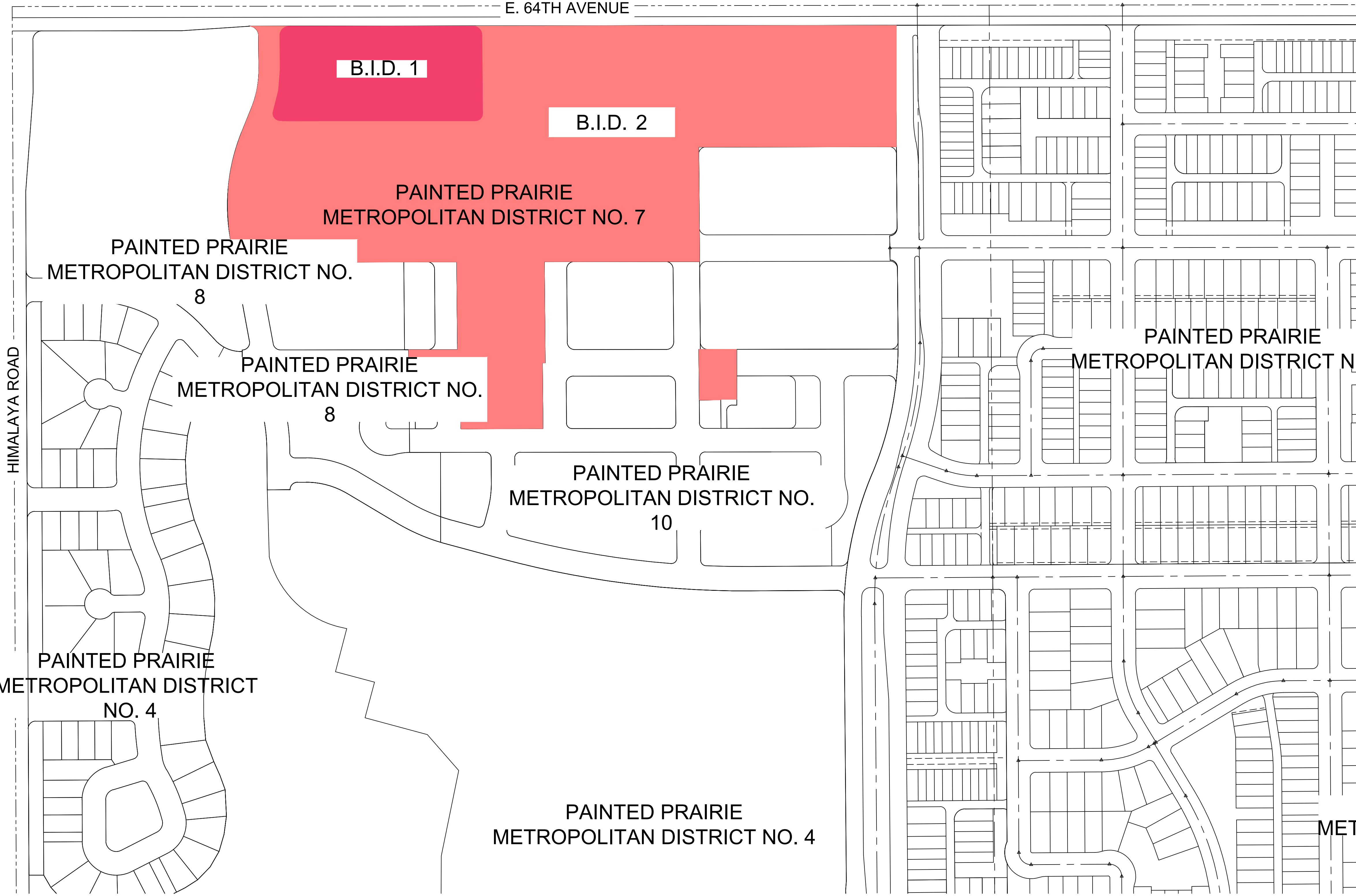
Painted Prairie Business Improvement District Number One Petition for Exclusion

Exhibit A

Painted Prairie Business Improvement District Number Two Petition for Inclusion

Exhibit A

Painted Prairie Business Improvement District Number Two Petition for Exclusion



PAINTED PRAIRIE METRO DISTRICT MAP  
B.I.D. MAP

DATE: 4/8/2024  
SHEET:

ORDINANCE NO. 2024-\_\_\_

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 for 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  
\_\_\_\_\_ 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of  
\_\_\_\_\_ 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

---

KADEE RODRIGUEZ,  
City Clerk

APPROVED AS TO FORM:

*gk*  
*Hanosky Hernandez*  
HANOSKY HERNANDEZ,  
Sr. Assistant City Attorney





# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Eagle’s Nest Metropolitan District Inclusion of Property (Resolution)
<b>Item Initiator:</b> Cesarina Dancy, Interim Manager, Office of Development Assistance
<b>Staff Source/Legal Source:</b> Cesarina Dancy, Interim Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
<b>Outside Speaker:</b> n/a
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong City

### COUNCIL MEETING DATES:

**Study Session:** 5/6/2024

**Regular Meeting:** 5/20/2024

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

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

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

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

Cesarina Dancy, Interim Manager, Office of Development Assistance / 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 above.*

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Management & Finance

**Policy Committee Date:** 4/23/2024

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The Service Plan for the Eagle’s Nest Metropolitan District was approved by City Council on July 16, 2007 to serve commercial development within its boundaries. The District is located generally southeast of S Aurora Parkway and E Smoky Hill Road.

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

The Eagle’s Nest Metropolitan District has completed the financing of the public infrastructure within the District and has paid off all outstanding debt. While the District does not own or maintain any public infrastructure, the District is required to remain in existence for the purpose of imposing the ARI Mill Levy, as defined and required by the Service Plan. The current Board of Directors for the District desire to step away from the Board, and there are no other interested individuals currently qualified to serve on the Board. As such, the District requests to include additional property into the boundaries of the District for the purposes of qualifying new board members. The owners of the property also desire to be on the Board for the sole purpose of continuity of the Board and to continue to certify the ARI Mill Levy as required by the Service Plan.

**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**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.)*

[Empty rectangular box]

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**QUESTIONS FOR COUNCIL**

Does the Council wish to move this item to the May 20, 2024 Regular Meeting?

---

**LEGAL COMMENTS**

Section V.A.7 of the **Eagle’s Nest Metropolitan District** Service Plan provides that the District shall not include within its boundaries any property outside of the Service Area (as defined in the Service Plan) without the prior written consent of the City. (Rulla)

---



Clint C. Waldron  
Shareholder

303-858-1800  
cwaldron@wbapc.com

April 12, 2024

VIA ELECTRONIC MAIL

Mr. Jacob Cox, Manager  
Office of Development Assistance  
City of Aurora  
15151 E. Alameda Parkway, Suite 5200  
Aurora, CO 80011  
[JCox@auroragov.org](mailto:JCox@auroragov.org)

Ms. Cesarina Dancy  
Senior Development Project Manager  
Office of Development Assistance  
City of Aurora  
15151 E. Alameda Parkway, Suite 5200  
Aurora, CO 80011  
[CDancy@auroragov.org](mailto:CDancy@auroragov.org)

**Re: Request for City Consent to the Inclusion of Property into Eagle's Nest Metropolitan District**

Dear Mr. Cox and Ms. Dancy:

Our firm serves as general counsel to Eagle's Nest Metropolitan District (the "**District**"), an existing Title 32 metropolitan district located wholly within the City of Aurora, Colorado (the "**City**").

The City approved the Service Plan for the District on July 16, 2007. Since the time the Service Plan was approved, the District has completed the financing of the public infrastructure within the District and has paid off all of its outstanding debt. While the District does not own or maintain any public infrastructure, the District is to remain in existence for the purpose of imposing an ARI Mill Levy, as defined and as required by the Service Plan.

The District's board of directors is currently comprised of representatives of the initial developer of the property within the District. Although those individuals no longer have any interest in the District, they have remained qualified as members of the board to ensure the continued operation of the District in accordance with the Service Plan. However, at this time, those individuals desire to step away from the board of directors, and, there being no other interested individuals currently qualified to serve on the Board of Directors, the District desires to include other property into the boundaries of the District, with the consent of the owners of such

Mr. Jacob Cox  
Ms. Cesarina Dancy  
April 12, 2024  
Page 2 of 2

property, for the sole purpose of being in a position to continue to have a board of directors in place to continue to certify the ARI Mill Levy as required by the Service Plan.

Section V.A.7 of the Service Plan provides that the District shall not include within its boundaries any property outside of the Service Area (as defined in the Service Plan) without the prior written consent of the City. At this time, the District is seeking the consent of the City to include within its boundaries the following property, which is outside the boundaries of the Service Area: Tract C, Southlands Subdivision, 19<sup>th</sup> Filing (the “**Inclusion Property**”), as shown on **Exhibit A**, attached hereto. The value of the Inclusion Property is *de minimis* and the owners of the Inclusion Property are aware that they would be subject to the ARI Mill Levy imposed by the District. Additionally, the owners of the Inclusion Property are willing to be appointed as directors for the purposes of certifying the ARI Mill Levy as required by the Service Plan and enabling the District to fulfill its administrative duties. At such time that the ARI Mill Levy obligation has been fulfilled, the District intends to dissolve.

We ask that the City indicate its consent to the inclusion of the Inclusion Property into the District by signing below and returning a copy of this letter, as executed by the City, to our office as soon as possible. Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Clint C. Waldron  
Shareholder

#### CONSENT TO INCLUSION OF PROPERTY

The City hereby consents to the inclusion of the Inclusion Property into the District, as set forth above, in accordance with Section V. A.7 of the Service Plan.

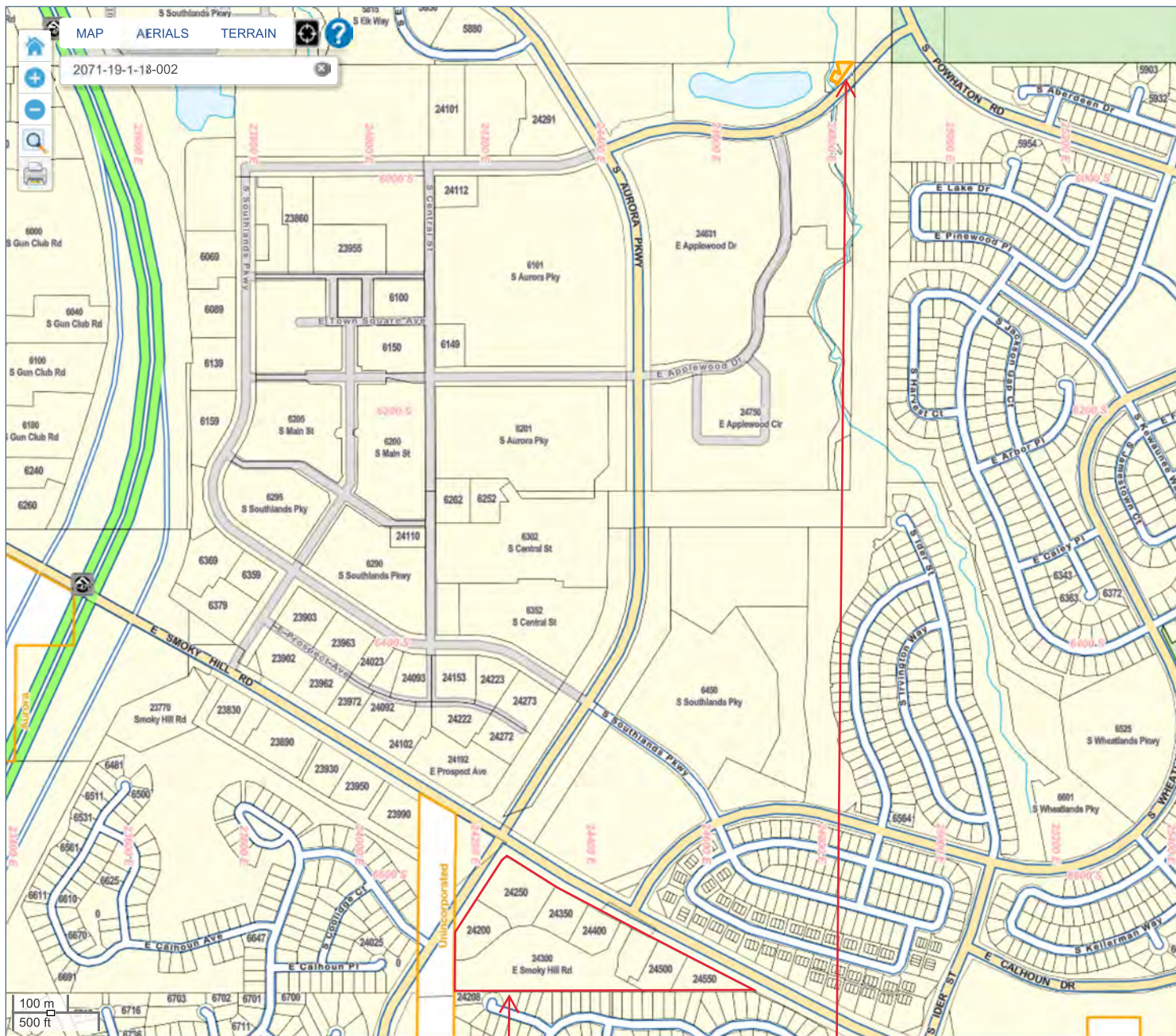
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A - Vicinity Map of Current District Boundaries and Proposed Inclusion Area



Current District Boundaries

Proposed Inclusion Area

RESOLUTION NO. R2024- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE INCLUSION OF REAL PROPERTY INTO THE BOUNDARIES OF  
EAGLE'S NEST METROPOLITAN DISTRICT

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), is vested with jurisdiction to approve the service plan of any special district whose boundaries are to be wholly contained within the boundaries of the City pursuant to the Special District Act, Article 1 of Title 32, Colorado Revised Statutes (the "Act"); and

WHEREAS, in accordance with the Act, the Council approved the Service Plan for Eagle's Nest Metropolitan (the "District") on July 16, 2007 (the "Service Plan"); and

WHEREAS, since the time the Service Plan was approved, the District has completed the financing of the public infrastructure within the District and has paid off all of its outstanding debt; and

WHEREAS, while the District does not own or maintain any public infrastructure, the District is to remain in existence for the purpose of imposing an ARI Mill Levy, as defined and as required by the Service Plan; and

WHEREAS, the District's board of directors is currently comprised of representatives of the initial developer of the property within the District who no longer wish to serve as board members; and

WHEREAS, there are no other interested individuals currently qualified to serve on the board of directors; and

WHEREAS, the District desires to include additional property into the boundaries of the District (the "Inclusion Property"), which is depicted on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Inclusion Property is currently outside of the District's Service Area; and

WHEREAS, the owners of the Inclusion Property support the inclusion of the property into the District boundaries; and

WHEREAS, the sole purpose of including additional property into the District is to qualify additional board members; and

WHEREAS, the owners of the Inclusion Property are willing to be appointed as directors for the purposes of certifying the ARI Mill Levy as required by the Service Plan and enabling the District to fulfill its administrative duties; and

WHEREAS, Section V.A.7 of the Service Plan provides that the District shall not include within its boundaries any property outside of the Service Area (as defined in the Service Plan)

without the prior written consent of the City.

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

Section 1. The City hereby consents to the inclusion of the real property described in Exhibit A hereto within the boundaries of Eagles Nest Metropolitan District. Once the inclusion is complete, the recorded court order of inclusion shall be attached to the Service Plan as a part of the Exhibits, and the Inclusion Property shall constitute a part of the Inclusion Area Boundaries and Service Area.

Section 2. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

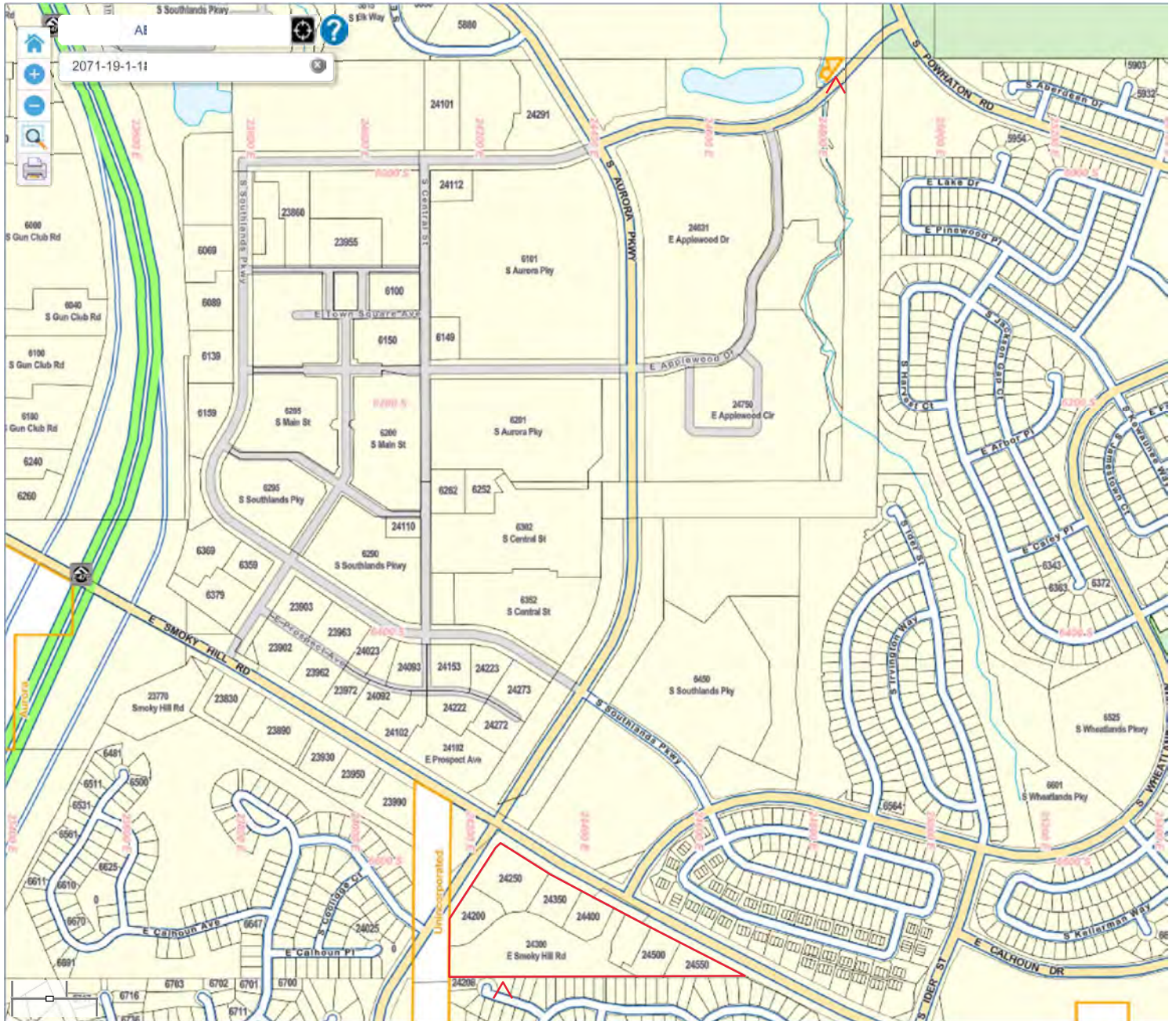
APPROVED AS TO FORM:

 RLA  
\_\_\_\_\_  
BRIAN J. RULLA, Assistant City Attorney



**EXHIBIT A**  
Inclusion Property

Tract C, Southlands Subdivision, 19<sup>th</sup> Filing, otherwise identified as Parcel No. 2071-19-1-18-002



# EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1

SITUATED IN THE SE 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6th P.M.  
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO  
SHEET 1 OF 3

LGID# 65902

**DEDICATION:**

KNOW ALL PEOPLE BY THESE PRESENTS, THAT THE UNDERSIGNED WARRANTS THAT IT IS THE OWNER OF A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS NORTH 89°26'27" EAST, WITH ALL BEARINGS CONTAINED HEREIN REFERENCED THERETO;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, NORTH 89°26'27" EAST 210.01 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 1236 AT PAGE 393 OF THE ARAPAHOE COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF SAID PARCEL OF LAND NORTH 00°04'45" EAST 337.75 FEET TO THE SOUTHERNMOST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. B5050388;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND NORTH 32°24'56" EAST 425.78 FEET TO THE EASTERNMOST CORNER OF SAID PARCEL OF LAND AND THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT A2 IN DEED RECORDED AT RECEPTION NO. B3256817;

THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTH 32°24'56" EAST 75.02 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AS EXHIBIT A2 AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE 38.81 FEET THROUGH A CENTRAL ANGLE OF 88°57'03" TO THE SOUTHERLY RIGHT-OF-WAY OF SMOKY HILL ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING 3 COURSES:

- 1) TANGENT TO SAID CURVE SOUTH 58°38'00" EAST 171.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 6072.00 FEET;
- 2) SOUTHEASTERLY ALONG SAID CURVE 526.23 FEET THROUGH A CENTRAL ANGLE OF 4°57'56"
- 3) TANGENT TO SAID CURVE SOUTH 63°35'56" EAST 917.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY OF SAID SMOKY HILL ROAD, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SOUTH 89°26'29" WEST 1732.41 FEET TO THE POINT OF BEGINNING,

CONTAINING 16.050 ACRES (699,126 SQUARE FEET), MORE OR LESS.

HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS AND A BLOCK AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1 AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF AURORA, COLORADO, FOR THE PERPETUAL USE OF THE PUBLIC, THE STREETS AND EASEMENTS AS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED TO THE PUBLIC.

THE UNDERSIGNED OWNER(S), FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE CITY OF AURORA;

THAT NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREIN, SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS AS DEFINED BY CHAPTER 147, OF THE CITY CODE OF AURORA, COLORADO, ARE IN PLACE AND ACCEPTED BY THE CITY, OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE CITY OF AURORA, AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE CITY;


THAT ALL ELECTRICAL AND COMMUNITY UTILITY LINES AND SERVICES; AND ALL STREET LIGHTING CIRCUITS, EXCEPT AS PROVIDED IN SECTION 138-105 OF THE CITY CODE AS THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL BE INSTALLED UNDERGROUND;

THAT ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE CITY OF AURORA'S USE AND OCCUPANCY OF SAID EASEMENTS; AND HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE UTILITIES; AND THAT THEY FURTHER AGREE TO HOLD HARMLESS THE CITY OF AURORA, ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OF DAMAGES TO PRIVATE UTILITIES ARISING FROM THE CITY'S USE OR OCCUPANCY OF THE EASEMENTS OWNED BY THE CITY OF AURORA.

THE UNDERSIGNED AS MORTGAGE HOLDER ON PART OR ALL OF THE HEREON SHOWN PROPERTY, DOES HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

**OWNER:**

EAGLE'S NEST VILLAGE CENTER PARTNERS LLC, A COLORADO LIMITED LIABILITY COMPANY

BY:   
Mark E. DeRose AUTHORIZED SIGNATORY

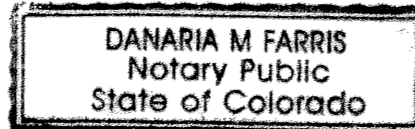
**NOTARY:**

STATE OF COLORADO )  
COUNTY OF ARAPAHOE )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF March, 2007, A.D. BY Mark E. DeRose FOR EAGLE'S NEST VILLAGE PARTNERS LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL


NOTARY PUBLIC  
MY COMMISSION EXPIRES 01/29/2009

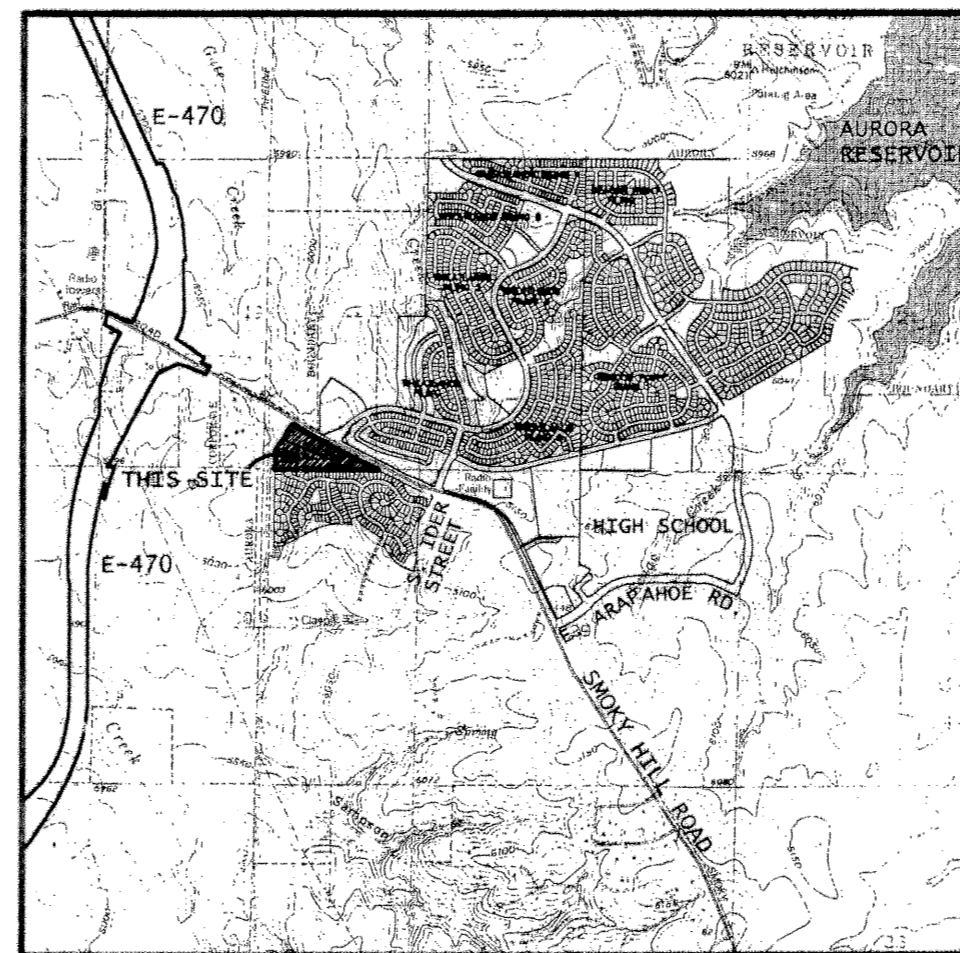
  
DANARIA M. FARRIS  
Notary Public  
State of Colorado

**MORTGAGE HOLDER:**

THE UNDERSIGNED AS MORTGAGE HOLDER ON PART OR ALL OF THE HEREON SHOWN PROPERTY, DOES HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

ASSOCIATED BANK, NATIONAL ASSOCIATION

BY:   
Roy L. Bierschmidt AUTHORIZED SIGNATORY



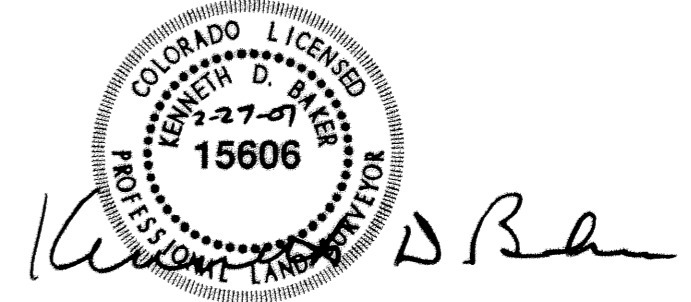
VICINITY MAP  
NTS

**GENERAL NOTES:**

1. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. THE SAME ARE HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS, AND SHALL BE POSTED "NO PARKING-FIRE LANE".
2. THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST, ASSUMED TO BEAR NORTH 89°26'27" EAST AND MONUMENTED AS SHOWN HEREON.
3. THE EASEMENT AREA WITHIN EACH LOT IS TO BE CONTINUOUSLY MAINTAINED BY THE OWNER OF THE LOT, EXCEPTING THE CITY OF AURORA FROM SUCH RESPONSIBILITY. ANY STRUCTURES INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT ARE PROHIBITED.
4. LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABD70167329-2 DATED JANUARY 5, 2007 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
5. ALL OWNERS OF LOTS ADJACENT TO SMOKY HILL ROAD SHALL BE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE AURORA CITY CODE THAT MAY RESTRICT THE ABILITY TO BUILD A FENCE ALONG THAT STREET OR THE TYPES AND SIZES OF FENCES THAT CAN BE BUILT ALONG THAT STREET.
6. NON-EXCLUSIVE SIDEWALK EASEMENTS ARE HEREBY GRANTED TO THE CITY OF AURORA FOR THE PURPOSE OF MAINTAINING, RECONSTRUCTING, CONTROLLING AND USING SUCH SIDEWALKS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, PROVIDED THAT THE CITY SHALL NOT INTERFERE WITH ANY OTHER STRUCTURES OR IMPROVEMENTS.

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT; THAT THE POSITIONS OF THE PLATTED POINTS SHOWN HEREON HAVE AN ACCURACY OF NOT LESS THAN ONE (1) FOOT IN TEN THOUSAND (10,000) FEET PRIOR TO ADJUSTMENTS; AND ALL BOUNDARY MONUMENTS AND CONTROL CORNERS SHOWN HEREON ARE IN PLACE AS DESCRIBED ON JULY 19, 2006.

  
KENNETH D. BAKER, LICENSED PROFESSIONAL LAND SURVEYOR  
COLORADO P.L.S. No. 15606

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

**NOTICE:**

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION /OR STATEMENT SHOWN HEREON.

**CITY OF AURORA APPROVALS:**

THE FOREGOING INSTRUMENT IS APPROVED FOR FILING AND CONVEYANCE OF STREETS AND EASEMENTS AS SHOWN HEREON AND IS ACCEPTED BY THE CITY OF AURORA, COLORADO, THIS 20th DAY OF March, 2007, SUBJECT TO THE CONDITION THAT THE CITY SHALL UNDERTAKE THE MAINTENANCE OF ANY SUCH STREETS ONLY AFTER THE CONSTRUCTION HAS BEEN COMPLETED BY THE SUBDIVIDER TO CITY OF AURORA SPECIFICATIONS.


	<u>03.20.2007</u>
DIRECTOR OF PUBLIC WORKS	DATE
	<u>3.20.07</u>
CITY ATTORNEY	DATE
	<u>3/8/2007</u>
PLANNING DIRECTOR	DATE

**CLERK AND RECORDER'S CERTIFICATE:**

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY, COLORADO ON THIS 21st DAY OF March, 2007, A.D. AT 9:51 O'CLOCK AM.

 COUNTY CLERK AND RECORDER  
 ATTESTED BY: DEPUTY

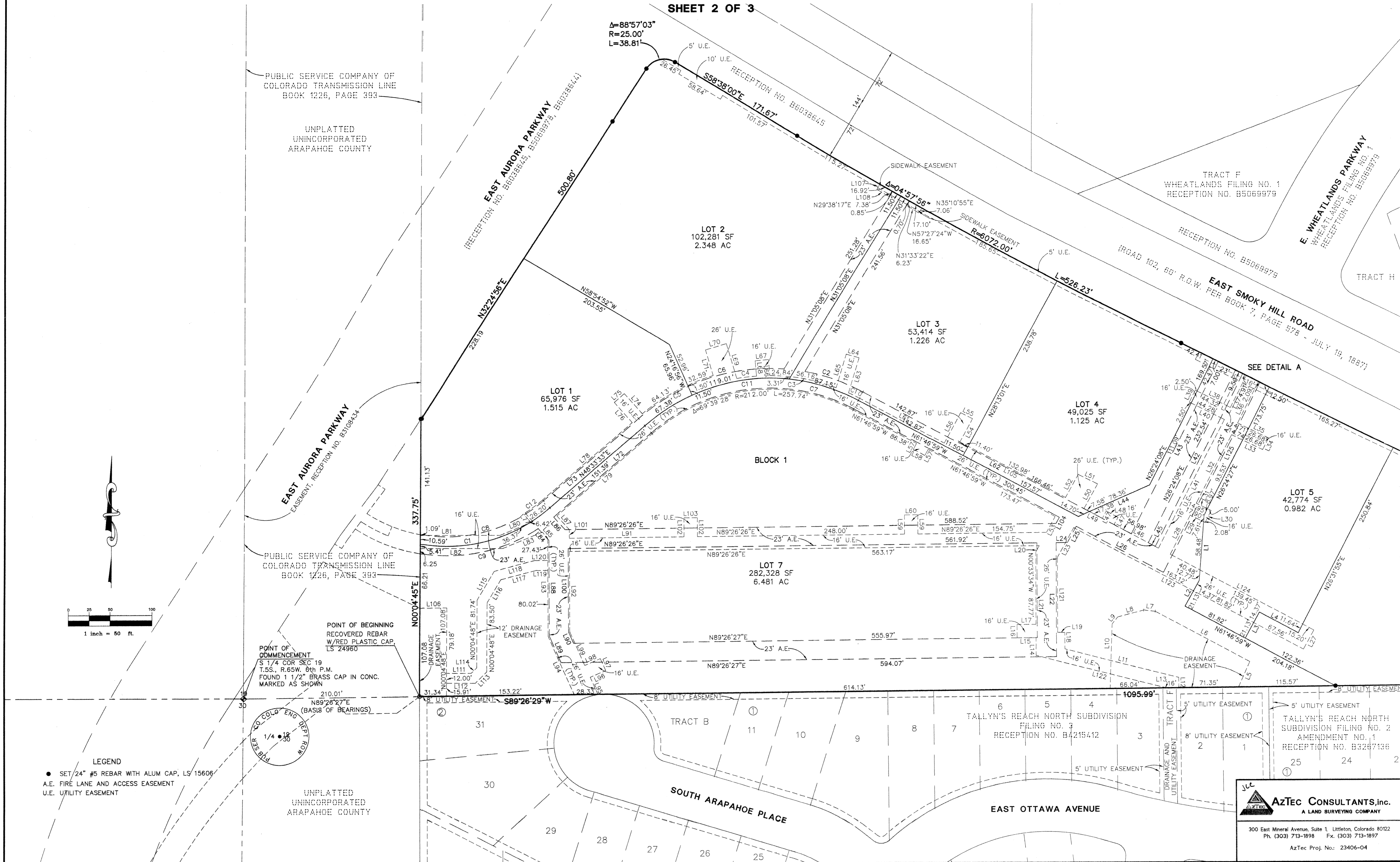
FILE NO.: \_\_\_\_\_  
MAP NO.: \_\_\_\_\_  
RECEPTION NO.: B7035229  
BK 536  
Pgs 73-75

  
Aztec CONSULTANTS, inc.  
A LAND SURVEYING COMPANY  
300 East Mineral Avenue, Suite 1, Littleton, Colorado 80122  
Ph. (303) 713-1898 Fax. (303) 713-1897  
Aztec Proj. No.: 23406-04

# EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1

SITUATED IN THE SE 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6th P.M.  
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 2 OF 3



PUBLIC SERVICE COMPANY OF COLORADO TRANSMISSION LINE BOOK 1226, PAGE 393

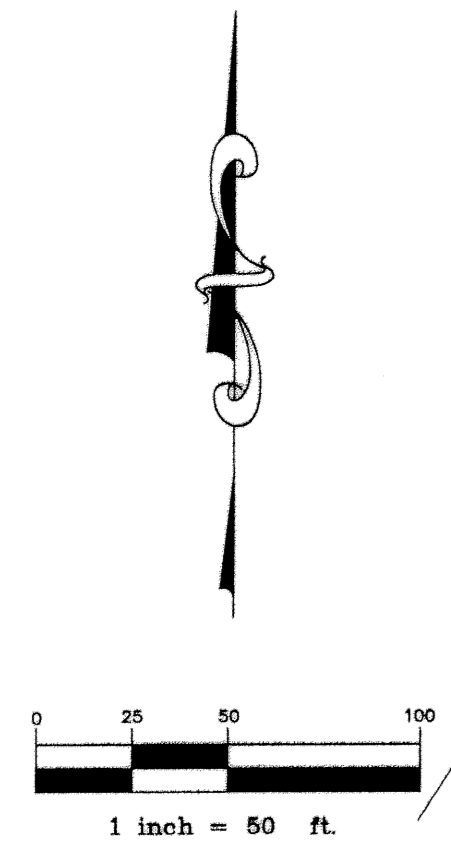
UNPLATTED UNINCORPORATED ARAPAHOE COUNTY

EAST AURORA PARKWAY EASEMENT, RECEPTION NO. B3108444

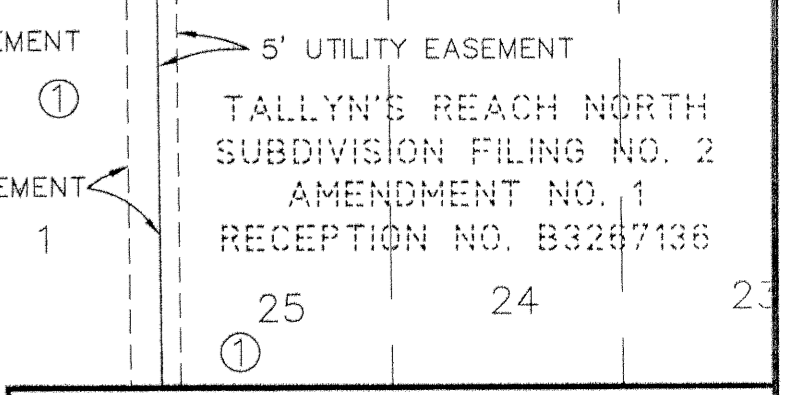
PUBLIC SERVICE COMPANY OF COLORADO TRANSMISSION LINE BOOK 1226, PAGE 393

POINT OF BEGINNING RECOVERED REBAR W/RED PLASTIC CAP, LS 24980  
POINT OF COMMENCEMENT S 1/4 COR SEC 19 T.5S., R.65W., 6th P.M. FOUND 1 1/2" BRASS CAP IN CONC. MARKED AS SHOWN

UNPLATTED UNINCORPORATED ARAPAHOE COUNTY



**LEGEND**  
 ● SET 24" #5 REBAR WITH ALUM CAP, LS 15606  
 A.E. FIRE LANE AND ACCESS EASEMENT  
 U.E. UTILITY EASEMENT

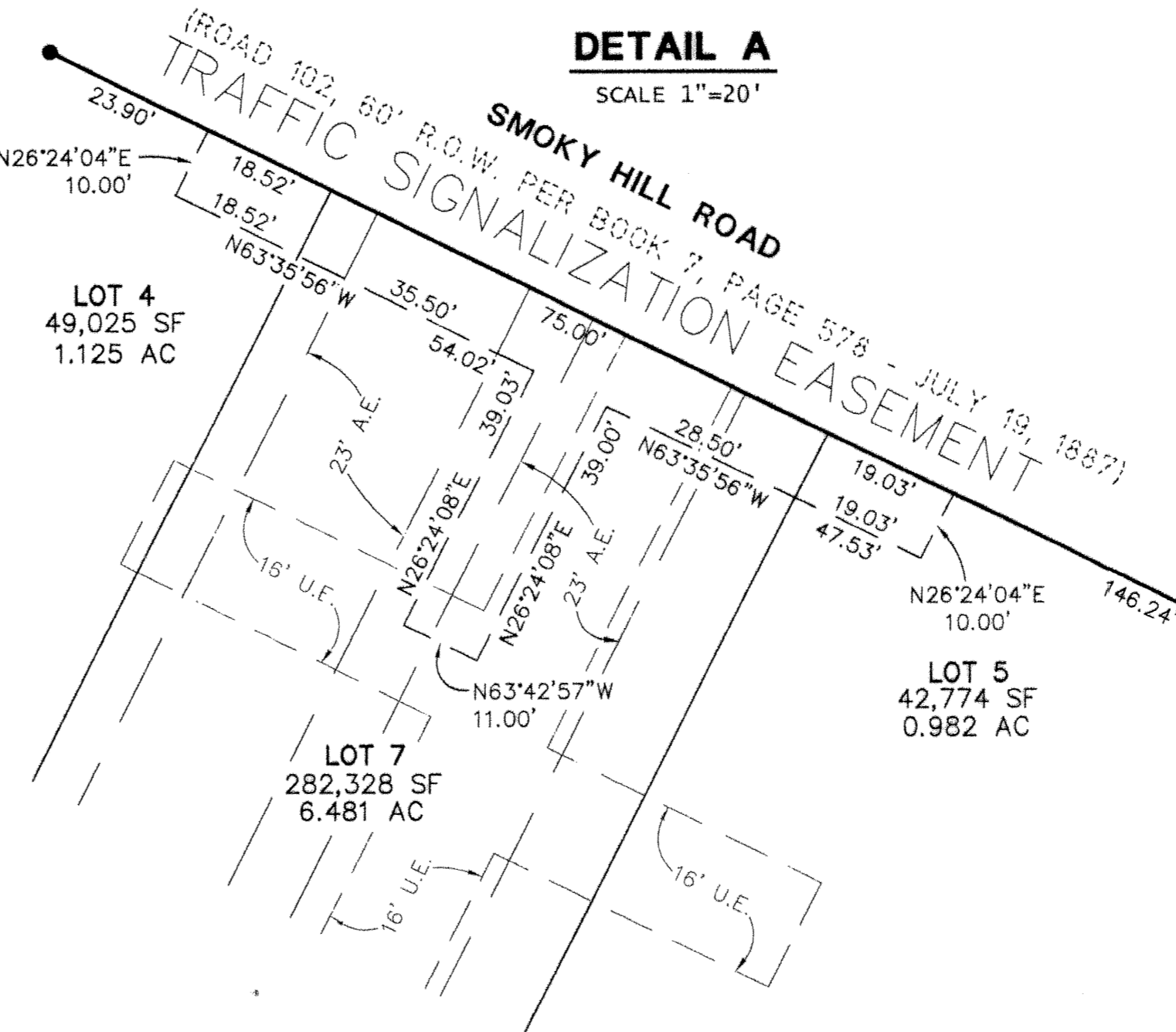
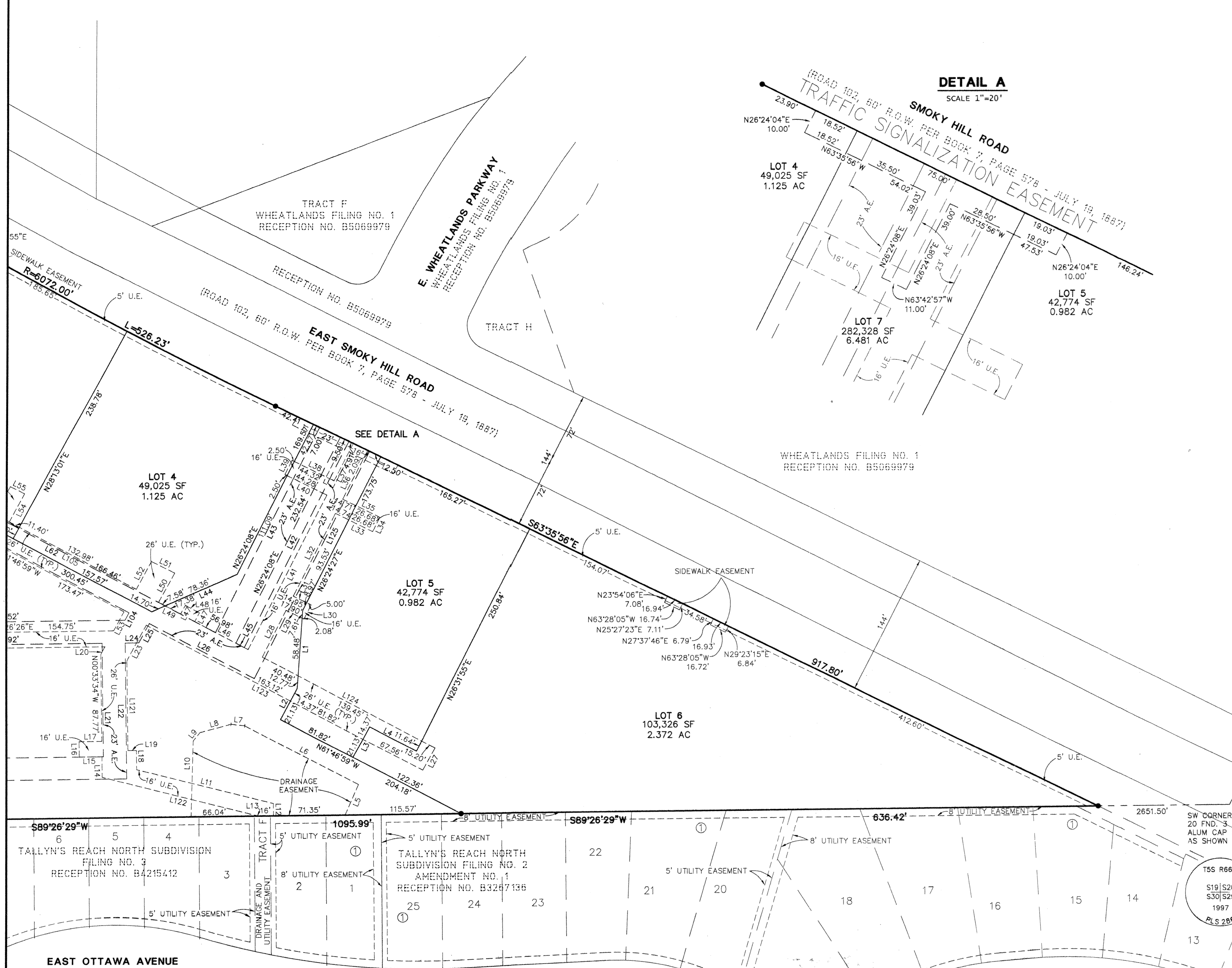


**AzTec CONSULTANTS, Inc.**  
 A LAND SURVEYING COMPANY  
 300 East Mineral Avenue, Suite 1, Littleton, Colorado 80122  
 Ph. (303) 713-1898 Fx. (303) 713-1897  
 AzTec Proj. No.: 23406-04

# EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1

SITUATED IN THE SE 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6th P.M.  
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 3 OF 3



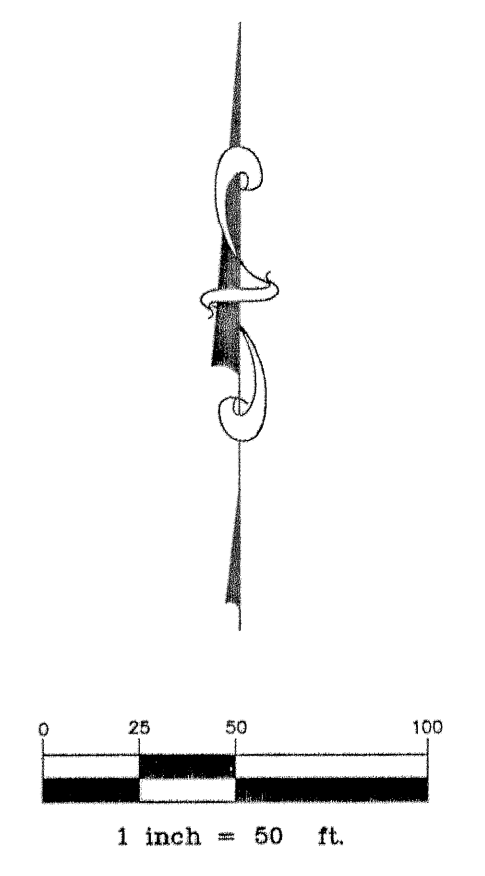
LINE	BEARING	LENGTH
L1	N03°50'32"E	78.87
L2	N28°13'01"E	35.50
L3	N28°13'01"E	35.50
L4	N61°46'59"W	52.71
L5	N23°14'26"E	33.78
L6	N61°53'45"W	128.32
L7	N83°37'56"W	13.81
L8	N75°13'42"E	32.06
L9	N38°23'06"E	10.79
L10	N01°32'29"E	77.90
L11	N75°39'34"W	140.65
L12	N00°27'03"W	12.41
L13	N00°27'03"W	0.29
L14	N00°33'34"W	21.13
L15	N89°26'26"E	22.72
L16	N00°33'34"W	16.00
L17	N89°26'26"E	22.72
L18	N00°33'34"W	19.79
L19	N89°26'26"E	8.51
L20	N28°13'01"E	8.82
L21	N00°33'34"W	115.00
L22	N00°33'34"W	138.00
L23	N28°13'01"E	40.73
L24	N89°26'26"E	13.53
L25	N28°13'01"E	22.12
L26	N61°46'59"W	118.79
L27	N28°13'01"E	26.00
L28	N26°31'55"E	52.73
L29	N63°35'52"W	19.98
L30	N26°24'08"E	16.00
L31	N63°35'52"W	19.94
L32	N26°31'55"E	93.53
L33	N63°35'52"W	41.42
L34	N26°24'08"E	16.00
L35	N63°35'52"W	41.39
L36	N26°31'55"E	55.28
L37	N26°31'55"E	42.51
L38	N63°35'52"W	46.82
L39	N26°24'08"E	16.00
L40	N63°35'52"W	46.78
L41	N26°31'55"E	174.52
L42	N26°24'08"E	232.84
L43	N26°24'08"E	231.99
L44	N65°54'18"E	93.06
L45	N61°46'59"W	9.50
L46	N61°46'59"W	60.40
L47	N28°13'01"E	9.87
L48	N61°46'59"W	16.00
L49	N61°46'59"W	24.97
L50	N28°13'01"E	33.94

LINE	BEARING	LENGTH
L51	N63°35'52"W	26.01
L52	N28°13'01"E	31.75
L53	N28°13'01"E	21.70
L54	N28°13'01"E	32.26
L55	N63°35'52"W	16.01
L56	N28°13'01"E	41.75
L57	N28°13'01"E	8.50
L58	N61°46'59"W	16.00
L59	N00°33'34"W	23.00
L60	N89°26'26"E	16.00
L61	N61°46'59"W	115.47
L62	N61°46'59"W	366.32
L63	N16°58'01"E	43.18
L64	N74°04'15"W	16.00
L65	N16°58'01"E	41.34
L66	N05°31'59"W	19.17
L67	N84°28'01"E	16.00
L68	N05°31'59"W	18.15
L69	N16°46'59"W	43.39
L70	N73°30'22"E	26.00
L71	N16°46'59"W	31.87
L72	N48°33'33"E	151.39
L73	N48°33'33"E	151.39
L74	N41°46'33"W	32.42
L75	N48°33'33"E	16.00
L76	N41°46'33"W	32.22
L77	N41°46'33"W	14.28
L78	N48°33'33"E	142.54
L79	N48°33'33"E	151.39
L80	N67°32'51"E	42.80
L81	N89°57'09"W	94.48
L82	N89°57'09"W	97.67
L83	N67°32'51"E	51.59
L84	N41°46'33"W	19.23
L85	N41°46'33"W	9.42
L86	N41°46'33"W	20.37
L87	N41°46'33"W	22.27
L88	N00°33'05"W	116.15
L89	N23°58'38"W	34.89
L90	N23°58'38"W	15.01
L91	N89°26'26"E	137.20
L92	N00°33'05"W	97.41
L93	N00°33'05"W	119.45
L94	N23°58'38"W	77.60
L95	N23°58'38"W	22.94
L96	N68°01'22"E	20.36
L97	N23°58'38"W	16.00
L98	N68°01'22"E	20.36
L99	N23°58'38"W	44.52
L100	N00°33'05"W	101.22

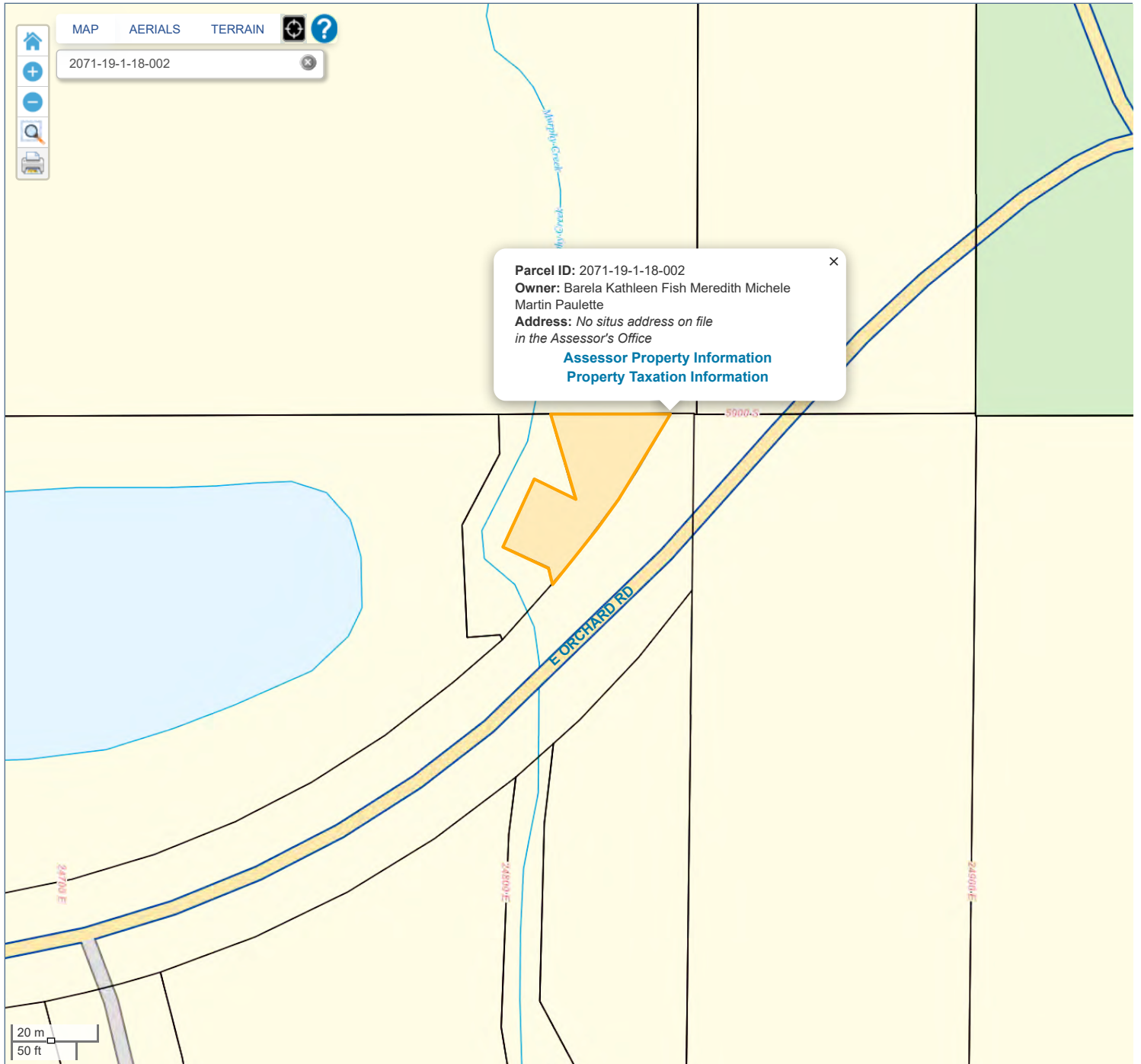
LINE	BEARING	LENGTH
L101	N00°33'05"W	10.43
L102	N00°33'34"W	23.00
L103	N89°26'26"E	16.00
L104	N28°13'01"E	8.51
L105	N61°46'59"W	144.38
L106	N89°26'26"E	31.34
L107	N28°13'01"E	7.12
L108	N58°54'32"E	16.73
L109	N45°30'48"W	49.50
L110	N00°31'05"W	235.09
L111	N89°55'12"W	29.55
L112	N89°55'12"W	34.52
L113	N45°04'48"E	19.41
L114	N45°04'48"E	9.47
L115	N30°04'48"E	40.61
L116	N30°04'48"E	32.43
L117	N75°04'48"E	43.29
L118	N75°04'48"E	49.78
L119	N89°26'26"E	14.42
L120	N89°26'26"E	15.93
L121	N00°33'34"W	91.07
L122	N75°39'34"W	159.78
L123	N61°46'59"W	312.49
L124	N61°46'59"W	195.13
L125	N26°24'08"E	256.76

CURVE	DELTA	RADIUS	LENGTH
C1	51°17'39"	185.00'	165.62'
C2	17°53'12"	236.50'	73.83'
C3	20°21'16"	228.00'	81.00'
C4	5°58'23"	228.00'	23.77'
C5	23°17'02"	238.00'	96.72'
C6	45°40'42"	236.50'	188.55'
C7	69°39'28"	213.50'	258.56'
C8	51°56'56"	173.50'	157.31'
C9	42°51'14"	196.50'	146.97'
C10	3°41'22"	228.00'	14.68'
C11	69°39'28"	225.00'	273.55'
C12	8°45'25"	172.00'	26.29'

LEGEND  
 ● SET 24" #5 REBAR WITH ALUM CAP, LS 15606  
 A.E. FIRE LANE AND ACCESS EASEMENT  
 U.E. UTILITY EASEMENT



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 AzTec Proj. No.: 23406-04



**PETITION FOR INCLUSION OF PROPERTY**

**(Tract C Southlands Sub 19<sup>th</sup> Flg)**

---

TO: THE BOARD OF DIRECTORS OF THE  
EAGLE'S NEST METROPOLITAN DISTRICT,  
CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-401, *et seq.*, C.R.S., Kathleen Barela, Paulette Martin, and Meredith Fish, each an individual (collectively, the "Petitioner"), hereby respectfully request that the **EAGLE'S NEST METROPOLITAN DISTRICT** (the "District"), by and through its Board of Directors, include the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), into the boundaries of the District.

The Petitioner hereby represents and warrants to the District that it is the one hundred percent (100%) fee owner of the Property and that no other person, persons, entity, or entities own an interest therein except as beneficial holders of encumbrances, if any. The Petitioner hereby assents to the inclusion of the Property into the boundaries of the District and to the entry of an Order by the District Court in and for Arapahoe County, including the Property into the boundaries of the District.

The Petitioner hereby acknowledges that, without the consent of the Board of Directors of the District, it cannot withdraw its Petition once the notice of the public hearing on the Petition has been published.

The name and address of the Petitioner are as follows:

Kathleen Barela  
25261 E. Arbor Place  
Aurora, CO 80016

Paulette Martin  
6310 S. Ider Street  
Aurora, CO 80016

Meredith Fish  
6522 S. Kellerman Way  
Aurora, CO 80016

***Remainder of page intentionally left blank. Signature pages follow.***

**PETITIONER:**

**Katheleen Barela, an individual**

Katheleen Barela

STATE OF COLORADO )  
COUNTY OF Arapahoe ) ss.

The above and foregoing instrument was acknowledged before me this 9th day of April, 2024, by Kathleen Barela.

WITNESS my hand and official seal.  
CLAUDIA IVETT MOORE  
NOTARY PUBLIC  
(SEAL) STATE OF COLORADO  
NOTARY ID 20214040990  
MY COMMISSION EXPIRES OCTOBER 15, 2025

My commission expires: 10/15/2025

  
\_\_\_\_\_  
Notary Public

***Signature Page to Petition for Inclusion of Real Property  
(Tract C Southlands Sub 19<sup>th</sup> Flg)***







**EXHIBIT A**  
**(The Property)**

That certain parcel of land known as Tract C Southlands Sub 19<sup>th</sup> Flg (otherwise identified as Parcel No. 2071-19-1-18-002), located in Arapahoe County

**RESOLUTION AND ORDER FOR INCLUSION OF PROPERTY  
BY THE  
BOARD OF DIRECTORS  
OF THE  
EAGLE’S NEST METROPOLITAN DISTRICT**

---

WHEREAS, Kathleen Barela, Paulette Martin, and Meredith Fish, each an individual, whose addresses are 25261 E. Arbor Place, Aurora, CO 80016; 6310 S. Ider Street, Aurora, CO 80016; and 6522 S. Kellerman Way, Aurora, CO 80016, respectively (collectively, the “Petitioner”), filed with the Eagle’s Nest Metropolitan District (the “District”) a Petition for Inclusion of Real Property (the “Petition”), a copy of which is attached hereto as **Exhibit A**, and incorporated herein by this reference; and

WHEREAS, the Petitioner represents that it is the one hundred percent (100%) fee owner of the real property described in the Petition (the “Property”); and

WHEREAS, the Petition requests that the Board of Directors of the District (the “Board”) include the Property into the District, in accordance with § 32-1-401(1)(a), C.R.S.; and

WHEREAS, pursuant to the provisions of § 32-1-401(1)(b), C.R.S., publication of notice of the filing of the Petition and the place, time and date of the public meeting at which the Petition would be considered, the name and address of the Petitioner and notice that all persons interested shall appear at such time and place and show cause in writing why the Petition should not be granted, was made in the *Aurora Sentinel* on April 4, 2024. The Affidavit of Publication is attached hereto as **Exhibit B** and incorporated herein by this reference (the “Affidavit of Publication”); and

WHEREAS, no written objection to the inclusion was filed by any person; and

WHEREAS, the Petition was heard at a public meeting of the Board the District held on April 16, 2024, at the hour of 1:30 p.m.; and

WHEREAS, the Board has reviewed the Petition and all relevant information related thereto; and

WHEREAS, subject to the conditions set forth herein, the Board of the District desires to grant the Petition and approve the inclusion of the Property into the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. Grant of Petition. The Board hereby grants the Petition without conditions and orders the inclusion of the Property into the District.

2. Conditions of Inclusion. The inclusion of the Property into the District is specifically conditioned upon:

- a. Consent of the City of Aurora, as required by the Service Plan; and
  - b. Receipt of a certified Order for inclusion from the Arapahoe County District Court.
3. Effective Date of Resolution. This Resolution shall become effective as of the date hereof.
  4. Motion and Order for Inclusion. Upon receipt of the signed consent of the City of Aurora to the inclusion, the Board hereby directs its legal counsel to file a motion with the District Court in and for Arapahoe County seeking an Order for Inclusion.

*Remainder of page intentionally left blank. Signature page follows.*

ADOPTED this 16<sup>th</sup> day of April, 2024.

EAGLE'S NEST METROPOLITAN DISTRICT, a

*Mark DeRose*

Mark DeRose (Apr 17, 2024 13:20 MDT)

---

Officer of the District

ATTEST:

*John Jagger*

John Jagger (Apr 25, 2024 18:22 MDT)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District

***Signature Page to Resolution and Order for Inclusion of Real Property  
(Insert Property Descriptor Here)***

**EXHIBIT A**  
**TO RESOLUTION AND ORDER FOR INCLUSION OF PROPERTY**  
**(Petition for Inclusion)**

**PETITION FOR INCLUSION OF PROPERTY**

**(Tract C Southlands Sub 19<sup>th</sup> Flg)**

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TO: THE BOARD OF DIRECTORS OF THE  
EAGLE'S NEST METROPOLITAN DISTRICT,  
CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-401, *et seq.*, C.R.S., Kathleen Barela, Paulette Martin, and Meredith Fish, each an individual (collectively, the "Petitioner"), hereby respectfully request that the **EAGLE'S NEST METROPOLITAN DISTRICT** (the "District"), by and through its Board of Directors, include the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), into the boundaries of the District.

The Petitioner hereby represents and warrants to the District that it is the one hundred percent (100%) fee owner of the Property and that no other person, persons, entity, or entities own an interest therein except as beneficial holders of encumbrances, if any. The Petitioner hereby assents to the inclusion of the Property into the boundaries of the District and to the entry of an Order by the District Court in and for Arapahoe County, including the Property into the boundaries of the District.

The Petitioner hereby acknowledges that, without the consent of the Board of Directors of the District, it cannot withdraw its Petition once the notice of the public hearing on the Petition has been published.

The name and address of the Petitioner are as follows:

Kathleen Barela  
25261 E. Arbor Place  
Aurora, CO 80016

Paulette Martin  
6310 S. Ider Street  
Aurora, CO 80016

Meredith Fish  
6522 S. Kellerman Way  
Aurora, CO 80016

***Remainder of page intentionally left blank. Signature pages follow.***

**PETITIONER:**

**Katheleen Barela, an individual**

Katheleen Barela

STATE OF COLORADO )  
COUNTY OF Arapahoe ) ss.

The above and foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 2024, by Kathleen Barela.

WITNESS my hand and official seal.  
CLAUDIA IVETT MOORE  
NOTARY PUBLIC  
(SEAL) STATE OF COLORADO  
NOTARY ID 20214040990  
MY COMMISSION EXPIRES OCTOBER 15, 2025

My commission expires: 10/15/2025

  
\_\_\_\_\_  
Notary Public

***Signature Page to Petition for Inclusion of Real Property  
(Tract C Southlands Sub 19<sup>th</sup> Flg)***



**PETITIONER:**

**Paulette Martin**, an individual

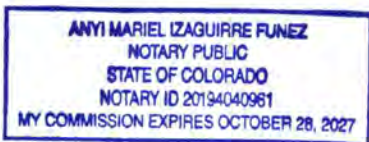
Paulette Martin

STATE OF COLORADO )  
 ) ss.  
COUNTY OF   Arapahoe   )

The above and foregoing instrument was acknowledged before me this   04th   day of April, 2024, by Paulette Martin.

WITNESS my hand and official seal.

(SEAL)



[Signature]  
Notary Public

My commission expires:   10/28/2027  

*Signature Page to Petition for Inclusion of Real Property  
(Tract C Southlands Sub 19<sup>th</sup> Flg)*

**PETITIONER:**

**Meredith Fish, an individual**

Meredith Fish \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF Arapahoe        )

The above and foregoing instrument was acknowledged before me this 9 day of April, 2024, by Meredith Fish.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public 

My commission expires: 10/15/2025



***Signature Page to Petition for Inclusion of Real Property  
(Tract C Southlands Sub 19<sup>th</sup> Flg)***

**EXHIBIT A**  
**(The Property)**

That certain parcel of land known as Tract C Southlands Sub 19<sup>th</sup> Flg (otherwise identified as Parcel No. 2071-19-1-18-002), located in Arapahoe County

**EXHIBIT B**  
**TO RESOLUTION AND ORDER FOR INCLUSION OF PROPERTY**  
**(Affidavit of Publication)**

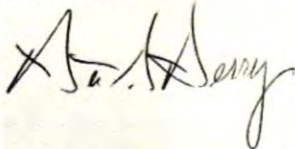
SENTINEL  
PROOF OF PUBLICATION

STATE OF COLORADO  
COUNTY OF ARAPAHOE }ss.

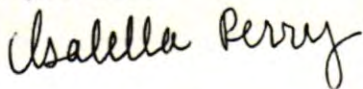
I DAVID PERRY, do solemnly swear that I am the PUBLISHER of the SENTINEL; that the same is a weekly newspaper published in the Counties of Arapahoe, Adams, and Denver, State of Colorado and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said Counties of Arapahoe, Adams and Denver for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 30, 1923, entitled "Legal Notices and Advertisements," or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period 1 of consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated April 4 A.D. 2024 and that the last publication of said notice was in the issue of said newspaper dated April 4 A.D. 2024.

I witness whereof I have hereunto set my hand this 4th day of April A.D. 2024.



Subscribed and sworn to before me, a notary public in the County of Arapahoe, State of Colorado, this 4th day of April A.D. 2024.



Notary Public



NOTICE OF PUBLIC HEARING ON  
INCLUSION  
(Tract C Southlands Sub 19th Flg)

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the "Petition") has been or is expected to be filed with the Board of Directors of Eagle's Nest Metropolitan District, City of Aurora, Arapahoe County, Colorado (the "District"). The Petition requests that the property described below be included into the District. The Petition shall be heard at a public meeting held on April 16, 2024 at 1:30 p.m. via teleconference.

Link: <https://us06web.zoom.us/j/83940413003?pwd=QK5XDmVnKBdzTpWVMDAElkOZMSotwP.1>  
Meeting ID: 839 4041 3003  
Passcode: 845550

The names and addresses of the Petitioners and a description of the property to be included are as follows:

Names of Petitioners:  
Kathleen Barela, Paulette Martin, Meredith Fish

Addresses of Petitioners:  
Kathleen Barela  
25261 E. Arbor Place  
Aurora, CO 80016

Paulette Martin  
6310 S. Ider Street  
Aurora, CO 80016

Meredith Fish  
6522 S. Kellerman Way  
Aurora, CO 80016

General Description of Property:  
That certain parcel of land known as Tract C Southlands Sub 19th Flg (otherwise identified as Parcel No. 2071-19-1-18-002), located in Arapahoe County and consisting of approximately 0.16 acres

NOTICE IS FURTHER GIVEN to all interested persons that they shall appear at the public meeting and show cause in writing why such Petition should not be granted.

BY ORDER OF THE  
BOARD OF DIRECTORS OF  
EAGLE'S NEST  
METROPOLITAN DISTRICT,  
By: WHITE BEAR ANKELE TANAKA &  
WALDRON  
Attorneys at Law  
General Counsel to the District

Publication: April 4, 2024  
Sentinel











# 2024-04-16 Execution Packet (Eagles Nest MD)

Final Audit Report

2024-04-26

Created:	2024-04-17
By:	Andie Eckstrum (aekstrum@wbapc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAn9o5JHyaBI0D5tPthqan-sJxlEgtZhfp

## "2024-04-16 Execution Packet (Eagles Nest MD)" History

-  Document created by Andie Eckstrum (aekstrum@wbapc.com)  
2024-04-17 - 6:50:57 PM GMT- IP address: 8.53.117.233
-  Document emailed to mderose@servicestarus.net for signature  
2024-04-17 - 6:51:08 PM GMT
-  Document emailed to jjagger@servicestarus.net for signature  
2024-04-17 - 6:51:09 PM GMT
-  Email viewed by mderose@servicestarus.net  
2024-04-17 - 7:20:00 PM GMT- IP address: 63.239.136.146
-  Signer mderose@servicestarus.net entered name at signing as Mark DeRose  
2024-04-17 - 7:20:19 PM GMT- IP address: 63.239.136.146
-  Document e-signed by Mark DeRose (mderose@servicestarus.net)  
Signature Date: 2024-04-17 - 7:20:21 PM GMT - Time Source: server- IP address: 63.239.136.146
-  Email viewed by jjagger@servicestarus.net  
2024-04-26 - 0:22:12 AM GMT- IP address: 63.239.136.146
-  Signer jjagger@servicestarus.net entered name at signing as John Jagger  
2024-04-26 - 0:22:39 AM GMT- IP address: 63.239.136.146
-  Document e-signed by John Jagger (jjagger@servicestarus.net)  
Signature Date: 2024-04-26 - 0:22:41 AM GMT - Time Source: server- IP address: 63.239.136.146
-  Agreement completed.  
2024-04-26 - 0:22:41 AM GMT



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Ordinance Authorizing a Council Member to Voluntarily Decline All or Part of their Salary Set by Charter
<b>Item Initiator:</b> Mayor Pro-Tem Dustin Zvonek
<b>Staff Source/Legal Source:</b> Terri Velasquez, Finance Director/Kimberly Skaggs, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong City

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 5/20/2024

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

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

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

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

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 2-35 OF THE CITY CODE AUTHORIZING A COUNCIL MEMBER TO VOLUNTARILY DECLINE ALL OR PART OF THEIR SALARY OR ANY OTHER COMPENSATION

Sponsor: Dustin Zvonek, Mayor Pro Tem

Terri Velasquez, Finance Director / Kimberly Skaggs, Assistant City Attorney

Time: 5 minutes

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

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**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

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

This Ordinance would permit a Council Member to decline all or part of their salary or other compensation; Requires a written notification to the City Manager

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**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.)

May slightly reduce spending on Council Member salaries

**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.)



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**QUESTIONS FOR COUNCIL**

Does Council wish to support this Ordinance?

---

**LEGAL COMMENTS**

The annual base salaries of the council of the City of Aurora shall be as set out in Charter and shall be modified annually in an amount equal to that cost of living increase or decrease occurring during the previous calendar year as determined by the United States Department of Labor Consumer Price Index for the region which includes the Denver metropolitan area or the average increase or decrease given to all city employees, whichever is less. (Charter Art. 3-6). A home-rule municipality has the full right of self-government in both local and municipal matters. (Colo. Const. Art. XX, Sec. 6). The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. (Charter Art. 3-9). Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (Charter Art. 5-1). (Skaggs)

ORDINANCE NO. 2024- \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 2-35 OF THE CITY CODE AUTHORIZING A COUNCIL MEMBER TO VOLUNTARILY DECLINE ALL OR PART OF THEIR SALARY OR ANY OTHER COMPENSATION.

WHEREAS, the City of Aurora, Colorado, (the “City”), is a home-rule municipality, organized and existing under and by virtue of Article XX, Section 6, of the Colorado Constitution, and as such the City has the authority to regulate matters of local concern; and

WHEREAS, annual base salaries of the Mayor, Mayor Pro Tem, and Members of the City Council are set in City Charter Article 3-6; and

WHEREAS, a Council Member may desire to decline to take their full salary or other compensation due to personal, civic, or other reasons.

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 2-35, which section reads as follows:

**Sec. 2-35 – Members of Council May Decline Salary or Other Compensation**

- (1) A Council Member, at their sole discretion, may decline, in whole or in part, to accept a salary.**
- (2) A Council Member, at their sole discretion, may decline, in whole or in part, to accept any other stipends, allowances, reimbursements, or other compensation generally provided to a Council Member.**
- (3) Where a Council Member desires to decline all or part of their salary or other compensation, the Council Member shall send written notification to the City Manager specifically stating that they are voluntarily declining their salary or other compensation, setting forth the amount they are declining, and designating the date such declination should take effect. Notification must be made at least seven days prior to the effective date of the declination.**
- (4) The Council Member may withdraw their decision to decline all or part of their salary or other compensation at any time, provided that:**
  - (a) The Council Member provides written notice of the withdrawal to the City Manager at least seven days prior to the effective date of the withdrawal; and**
  - (b) The Council Member is not entitled to retroactive payment for salary or other compensation that was previously declined.**

**(5) The salary voluntarily declined shall not be reported as earned income as defined in the Internal Revenue Code Section 61 et. seq., and Section 39-24-104 et. seq., C.R.S., until or unless amended by the United States Congress, or the Colorado State Legislature.**

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. Publication. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the Ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

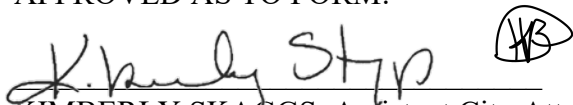
PASSED AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KIMBERLY SKAGGS, Assistant City Attorney



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Amendments to the City Code Regarding Unauthorized Camping (Ordinance)
<b>Item Initiator:</b> Council Member Steve Sundberg / Mayor Mike Coffman
<b>Staff Source/Legal Source:</b> Jessica Prosser, Director of Housing and Community Service/Chief of Police Heather Morris / Angela Garcia, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 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:** N/A

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

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

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

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

Unauthorized Camping Ordinance Amendments (Trespass)  
Sponsor-Council Member Steve Sundberg / Mayor Mike Coffman

### 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:** Public Safety, Courts & Civil Service

**Policy Committee Date:** 4/11/2024

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

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

---

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

N/A

---

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

Unauthorized Camping Ordinance Amendments (Trespass)

---

**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

---

**QUESTIONS FOR COUNCIL**

Does City Council approve of moving the Ordinance amendments forward to a regular City Council meeting?

---

**LEGAL COMMENTS**

Council has the power to make and publish ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the State Constitution, State Statute, or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code, Sec. 2-32 and C.R.S., Sec. 31-15-103). City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance. (City Charter, Art. 5-1). Amendments to ordinances are permitted under Section 1-9 of the City Code. (Garcia)

---

ORDINANCE NO. 2024- \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 94-122, 114-107, 114-109, AND 114-110 OF THE CITY CODE AND ADDING SECTION 114-112 TO THE CITY CODE PERTAINING TO THE ABATEMENT OF UNAUTHORIZED CAMPS ON PUBLIC PROPERTY AND IN AN AREA CLOSED TO CAMPING.

WHEREAS, the City has a legitimate governmental purpose in protecting public spaces from environmental damage, as well as the promotion of sanitation, public health, and safety; and

WHEREAS, since the enactment of Ordinance No. 2022-12 pertaining to the abatement of unauthorized camps on public property, the City has conducted abatements of unauthorized camps; and

WHEREAS, it is common for an abated unauthorized camp to be re-populated shortly after the unauthorized camp has been abated; and

WHEREAS, the cycle of re-populating an abated unauthorized camp is an ongoing expense for the City that does not solve the underlying problem of individuals and families occupying an unauthorized camp; and

WHEREAS, to promote sanitation, public health, and safety for individuals and families occupying an unauthorized camp and for the citizens of the City, additional provisions are necessary in the unauthorized camping ordinances to encourage those occupying unauthorized camps to seek offered shelter and services in an effort to end their cycle of homelessness; and

WHEREAS, individuals charged with camping in areas Closed to Camping will be required to appear in the “Problem Solving Court” in the Aurora Municipal Court.

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

Section 1. That section 94-122 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 94-122. – Unauthorized camping on public property prohibited.

(1) It shall be unlawful for any person to camp on private property without the express written consent of the property owner or the owner’s agent, except in any location where camping has been expressly authorized by the City. **It shall be unlawful for any person**

**to camp or store property in an area or location designated as an area Closed to Camping, as defined in City Code section 114-112.**

(2) It shall be unlawful for any person to camp on any public property, except in any location where camping has been expressly authorized by the City.

(3) No City employee authorized to issue a citation shall issue a citation, make an arrest, or otherwise enforce this section against a person camping on public property unless:

(a) A City employee or a law enforcement official has issued the person in a camp a verbal or written order to move from the camp and take their property with them; and

(b) The City has a shelter option available for the person ordered to move from the camp and the person has been offered placement in the shelter option; and

(c) *Exception to this section.* If a person is offered a shelter option and refuses to go to the shelter option and the person refuses or fails to move from the camp location **immediately after being** ~~when~~ ordered, this person may be issued a citation and is subject to arrest.

(4) Any person convicted of violating this section shall not be subject to the General Penalty provisions as provided in section 1-13 of the City Code.

(5) For purposes of this section:

a. *Camp or camping* means the use of property for the purpose of unauthorized overnight occupancy, or to reside or dwell on public property with shelter overnight, or the use of public property for the purpose of overnight occupancy or longer occupancy. The term "shelter" as used in this definition includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing. The term "reside or dwell" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions. Evidence of unauthorized camps includes, but is not limited to, sleeping, or making preparations to sleep by laying out personal belongings, bedding, bedroll(s), blanket(s), sleeping pad(s), sleeping bag(s), erecting or occupying a tent, makeshift shelter, lean-to, tarpaulin, enclosure, or other structure used for overnight living purposes, or any form of cover or protection from the elements other than clothing, or making preparations for a fire or making a fire (except for fires at sites specifically designated or authorized for a fire by the parks, recreation and open space (PROS) department), setting up or using a camp stove, cooking device, or other type of heating source (except for grills and personal grills permitted in designated areas by PROS). Camp or camping can



include using a vehicle for overnight occupancy where overnight occupancy or overnight camping violates City code or a City rule or regulation or is not otherwise authorized by the City. Camping does not include napping during the day or picnicking.

b. *Public property* means, by way of illustration but not limited to, a highway, highway median, any street, street median, road, road median, alley, sidewalk, strips of land between streets and sidewalks, lanes, catch basins, pedestrian or transit mall, bike path, greenway, public parking lot, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, open space, natural area, trail, beach, playground, or other publicly owned recreation facility; a municipal watercourse, bodies of water, watercourses, stormwater infrastructure such as, but not limited to, bridges, pipes, inlets and culverts; or any other grounds, buildings, or other facilities owned or leased by the City or by any other public entity, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

**(6) Any person convicted of camping or storing property in an area Closed to Camping, as described in City Code section 114-112, is subject to the General Penalty provision as provided in section 1-13 of the City Code.**

Section 2. That section 114-107 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 114-107. – Abatement of unauthorized camps.

(1) If the notice requirements of this article are met and if the City has enough shelter options available for all the individuals and families in an unauthorized camp the City manager shall authorize the removal of any unauthorized camp from public property.

(2) The City will not use this article to abate unauthorized camping in legally operable vehicles and lawfully registered recreational vehicles (RVs).

**(3) The 72-hour notice requirement and the shelter option requirement of this article do not apply to an unauthorized camp in an area Closed to Camping. An unauthorized camp in an area Closed to Camping shall be abated without further notice and without the 72-hour notice requirement or the shelter option requirement of this article. Any individual or family occupying an unauthorized camp in an area Closed to Camping or storing property in an area Closed to Camping shall be ordered to immediately move and remove their property.**

Section 3. That section 114-109 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 114-109. – Notice requirements.

(1) Verbal and written notices shall be provided to all occupants present in an unauthorized camp advising the occupants of the date and time of the abatement with an order the occupants must immediately leave the camp and remove their property. Any occupant present in the camp on the day of the abatement shall be offered placement in a shelter option and advised that services are available for them.

**(2) Verbal orders only may be given to occupants in an unauthorized camp in an area Closed to Camping, requiring them to immediately move and remove their property from the area.**

~~(2)~~(3) Written notices shall also be attached to unattended property.

~~(3)~~(4) Written notices shall be posted around the camp at intervals sufficient to advise anyone entering the camp of the intended date and time of the camp abatement. The City shall not repost notices if they are removed or destroyed prior to the abatement.

~~(4)~~(5) Weather conditions or other acts of God may prevent abatement of the unauthorized camp on the abatement date stated in the notice. Therefore, the date of the abatement may occur on the date in the notice or within the next 10 days.

**(6) The notice requirements of this section do not apply to an unauthorized camp located in an area Closed to Camping. The signs posted advising the location is an area Closed to Camping is sufficient notice to the individuals and families in an unauthorized camp in an area Closed to Camping that the unauthorized camp shall be immediately abated without further notice.**

Section 4. That subsection (2) of section 114-110 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 114-110. – Minimum notice period before an unauthorized camp may be abated.

(2) *Exceptions.* The 72-hour notice requirement to abate an unauthorized camp does not apply and unauthorized camps may be ordered to immediately move and remove their property in the following situations:

(a) When a camp (or campers) is in a watercourse and there is an imminent threat of flooding due to a flash flood warning, flood warning, or flood watch issued by the National Weather Service.

(b) The unauthorized camp, camper, or camp property blocks, a fire exit, an exit route, or a means of egress in violation of Occupational Safety and Health Administration (“OSHA”) Standard Number 1910.37(a)(3), and 29 CFR § 1910.37, as amended.

(c) When any person, vehicle, vessel, or other thing is ordered to move or be removed from a fire scene by the fire chief or officer of the fire department in charge at the scene of a fire or other emergency involving the protection of life or property, pursuant to International Fire Code § 104.11.

(d) When a camp is on a public sidewalk causing less than 36 inches of free travel.

(e) When a camp is in or along a public right-of-way or on a public sidewalk along a snow emergency route and the weather forecast is for snow that will require the snow emergency route to be plowed.

(f) When hazardous or explosive material is present.

**(g) Unauthorized camps located in an area Closed to Camping.**

Section 5. The City Code of the City of Aurora, Colorado is hereby amended to add a new section, to be numbered 114-112, which section shall read as follows:

**Sec. 114-112. – Area Closed to Camping.**

**(1) *Area Closed to Camping* means an area or location on public property designated by the City as an area Closed to Camping. Any area located on public property may be designated as an area “Closed to Camping” if any of the following circumstances exist:**

**(a) The City has abated an unauthorized camp at an area or location within the last 180 days and the abated site has been re-populated by unauthorized campers; or**

**(b) An unauthorized camp site area or location that poses an ongoing threat to public health or safety, which may include, but is not limited to, any of the following circumstances:**

- I. the death of, or the serious bodily injury to, any person in an unauthorized camp site due to the conditions present;**
- II. where criminal activity has been or is being committed;**

- III. where fires have occurred that resulted in a response by a fire department;
- IV. where evidence of rodent infestation has been found;
- V. where human fecal matter has been found;
- VI. where hypodermic needles have been found;
- VII. where there is evidence of unauthorized electrical connections;
- VIII. where there is evidence of an unauthorized public utility connection;
- IX. where the unauthorized camp layout prevents access by emergency services;
- X. where no adequate evacuation route is present in the unauthorized camp due to the layout of the camp;
- XI. where a Public Health Order or a Public Health Code violation is observed; or
- XII. that physically undermines or erodes public infrastructure.

- (2) An area Closed to Camping shall be posted with signs around the perimeter of the closed area stating:
  - (a) The area is Closed to Camping;
  - (b) Overnight camping is prohibited in this area;
  - (c) Warn that property found in the area Closed to Camping shall be immediately removed and disposed without further notice in accordance with subsection (3) below; and
  - (d) Advise that personal documents and identifications found in an area Closed to Camping will be stored at the Aurora Day Resource Center.
- (3) Property will be disposed in accordance with Business Policy Memorandum (BPM) 1-03 (City Code section 114-111), as may be amended from time to time, regarding the storage of certain items of personal property removed from an area Closed to Camping.
- (4) Posted Closed to Camping signs shall remain posted for the duration of the designation.

Section 6. The amendments of City Code sections 94-122, 114-107, 114-109, 114-110, and 114-112 included in this ordinance shall take effect upon the Specialty Court – HEART Program in the Aurora Municipal Court being fully established.

Section 7. 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 8. 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 9. 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 \_\_\_\_\_, 2024.

PASSED AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANGELA GARCIA, Senior Assistant City Attorney



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Ordinance to Remove Sunset Provision for the Mandatory Auto Theft and Failure to Appear
<b>Item Initiator:</b> Mayor Pro-Tem Dustin Zvonek
<b>Staff Source/Legal Source:</b> Heather Morris, Chief of Police / Pete Schulte, Public Safety Client Group Manager, City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 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:** 5/20/2024

**2<sup>nd</sup> Regular Meeting (if applicable):** 6/10/2024

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

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

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

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REMOVING THE "SUNSET PROVISION" IN ORDINANCE NUMBER 2022-37 RELATED TO MANDATORY PENALTIES FOR THE OFFENSES OF MOTOR VEHICLE THEFT AND FAILURE TO APPEAR UNDER THE CITY CODE

Sponsor: Dustin Zvonek, Mayor Pro Tem

Heather Morris, Chief of Police / Pete Schulte, Public Safety Client Group Manager, 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:** Public Safety, Courts & Civil Service

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

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

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

This Ordinance is related to Ordinance number 2022-37 regarding the mandatory jail penalties for those defendants convicted of "Motor Vehicle Theft" and "Failure to Appear" under the City Code. Ordinance was approved 3-0 at the PSCC Committee meeting on May 9, 2024.

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

This Ordinance will remove the "Sunset Provision" contained in Ordinance number 2022-37 regarding the mandatory jail penalties for those defendants convicted of "Motor Vehicle Theft" and "Failure to Appear" under the City Code and authorize the mandatory jail penalties to remain in the City Code

**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.)

This Ordinance does not add additional budget impact to the City as it continues a process that has been in place for almost 2 years.

**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.)

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**QUESTIONS FOR COUNCIL**

Does Council wish to support this Ordinance that removes the "Sunset Provision" from the mandatory jail penalties for those defendants convicted of "Motor Vehicle Theft" and "Failure to Appear" which will continue those provisions in the City Code?

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**LEGAL COMMENTS**

The City Council, as governing body of the city, shall have the power to make ordinances as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. Aurora City Code §2-32. (Schulte)



ORDINANCE NO. 2024- \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REMOVING THE “SUNSET PROVISION” IN ORDINANCE NUMBER 2022-37 RELATED TO MANDATORY PENALTIES FOR THE OFFENSES OF MOTOR VEHICLE THEFT AND FAILURE TO APPEAR UNDER THE CITY CODE.

WHEREAS, On July 11, 2022, Council approved Ordinance Number 2022-37 which enacted mandatory minimum penalties for those persons convicted of motor vehicle theft (Sec. 94-75) and failure to appear (Sec. 50-33) under the Aurora City Code; and

WHEREAS, Section 5 of this Ordinance stated the following:

“Section 5. The City Council will evaluate the effectiveness of Section 1 of this ordinance and formally act to extend it on \_\_\_\_\_, 2024, or the provisions of Section 1 and the related portion of Section 2 (the reference to section (j)) of this Ordinance shall expire”; and

WHEREAS, the date of the sunset provision was intended to be 2 years from the date the Ordinance went into effect, with August 10, 2024 being the earliest date the applicable section(s) of the City Code would “sunset” and be removed without further action from Council; and

WHEREAS, Since Ordinance 2022-37 went into effect through 2023, the number of “motor vehicle theft” offenses have dropped 21% statewide and have dropped 22.6% in the City of Aurora, with 2024 year-to-date numbers so far showing a 36.5% reduction from this time in 2023; and

WHEREAS, Council intends to continue to make it known that the City of Aurora is not the city for offenders to commit motor vehicle theft and for attempting to “game” the justice system by not appearing for court and/or trial.

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

Section 1. “Section 5” of Ordinance Number 2022-37 is hereby REPEALED:

Ordinance 2022-37, ~~Section 5. The City Council will evaluate the effectiveness of Section 1 of this ordinance and formally act to extend it on \_\_\_\_\_, 2024, or the provisions of Section 1 and the related portion of Section 2 (the reference to section (j)) of this Ordinance shall expire.~~

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 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 \_\_\_\_\_, 2022.

PASSED AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
PETER A. SCHULTE, Public Safety Group Client Manager