



NOTICE OF COUNCIL MEETING

STUDY SESSION
TELECONFERENCE (Open to the Public)
Monday, August 12, 2024
5:15 p.m.

TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

Members of the Aurora City Council will participate in the August 12, 2024 Study Session. Members of the public and media may participate remotely through the options listed below:

View or listen live to the Study Session

Live streamed in the Paul Tauer Aurora City Council Chamber
and at www.AuroraTV.org and Youtube.com/TheAuroraChannel
Cable Channels 8 and 880 in Aurora
Call: 855.695.3475

Translation/Accessibility

The City will provide closed captioning services on Cable Channels 8 and 880. If you need any other accommodation, please contact the Office of the City Clerk 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, August 12, 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 viernes anterior a la reunión del lunes.)

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



AGENDA

Study Session of the Aurora City Council

Monday, August 12, 2024

5:15 p.m.

Aurora Room

15151 E. Alameda Parkway

Aurora, CO 80012

Pages

1. ITEMS FROM THE MAYOR

1.a Mayor's Update

1.b Issue Update

2. CONSENT CALENDAR

2.a Consideration to Reappoint Two (2) Members and to Remove One (1) Member
from the Board of Adjustments and Appeals 5

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

2.b Consideration to Appoint One (1) Youth Member and Reappoint Two (2) Adult
Members to the Aurora Youth Commission 19

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

2.c Consideration to Appoint One (1) Member to the Building Code and Contractors
Appeals and Standards Board 31

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

2.d Intergovernmental Agreement (IGA) between the City of Aurora and the Aurora
Public School District for the COMPASS Afterschool Enrichment Program
2024- 2025 (Resolution) 41

Donna Hunt, Recreation Superintendent, Parks, Recreation & Open Space / Tim
Joyce, Assistant City Attorney

2.e	Great Outdoors Colorado (GOCO) Community Impact Grant: Aurora Public Schools (APS) Intergovernmental Agreement (IGA) for Yale Elementary (Resolution)	61
	Waiver of reconsideration requested to meet the grant application deadline of September 12, 2024.	
	Nicole Ankeney, Manager of Planning, Design, and Construction of Parks, Recreation & Open Space / Tim Joyce, Assistant City Attorney	
2.f	GMT Exploration Company, LLC Water Service Agreement (Resolution)	79
	Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Rachel Allen, Manager of Client Services, City Attorney	
2.g	Eastgate Extraterritorial Water Service Agreement (Resolution)	97
	Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney	
2.h	Intergovernmental Agreement (IGA) Between the City, E-470 and Windler for Maintenance of 48th Avenue (Resolution)	141
	Haley Johansen, City Engineer, Public Works / Michelle Gardner, Senior Assistant City Attorney	
2.i	Intergovernmental Agreement (IGA) with Arapahoe County for Gun Club Multi-Modal Improvements Project (Resolution)	169
	Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney	
2.j	Bond Allocation to the Housing Authority of the City of Aurora 2024 (Resolution)	210
	Sarah A. Carroll, Acting Housing & Community Development Manager, Housing and Community Services / Tim Joyce, Assistant City Attorney	
2.k	Bond Allocation for the Colorado Housing Finance Authority 2024 (Resolution)	229
	Waiver of reconsideration requested in order to meet the September 15, 2024 deadline for the 2024 Allocation.	
	Sarah A. Carroll, Acting Housing & Community Development Manager, Housing and Community Services / Tim Joyce, Assistant City Attorney	

2.1 Technical Adjustment to Short Term Rental Regulations (Ordinance) 242

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

3. ITEMS FROM THE POLICY COMMITTEES

3.a Aurora Election Code Update (Ordinance) 247

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

Outside Speakers: Kathy Haddock, Haddock Law LLC / Geoff Wilson, Wilson, Williams, Fellman, Dittman LLP

Estimated time: 10 mins

3.b Plan Presentation Transitioning Domestic Violence Cases Out the Municipal Court 331

Sponsor: Dustin Zvonek, Mayor Pro Tem

Jason Batchelor, City Manager / Jack Bajorek, Interim City Attorney

Estimated time: 30 mins

4. ITEMS FROM THE COUNCIL APPOINTEES

5. ITEMS FROM THE CITY COUNCIL

5.a Internal Audit Ordinance Updates (Ordinance) 344

Sponsor: Françoise Bergan

Michelle Crawford, City Auditor / Hanosky Hernandez, Senior Assistant City Attorney

Estimated time: 10 mins

5.b Aurora Regional Navigation Campus (Resolution) 351

Sponsor: Dustin Zvonek, Mayor Pro Tem

Emma Knight, Manager of Homelessness and Behavioral Health, Housing and Community Services / George Koumantakis, Manager of Client Services, City Attorney

Estimated time: 10 mins

6. CALL-UPS OF COUNCIL POLICY COMMITTEE ITEMS

7. MISCELLANEOUS ITEMS

8. ITEMS REMOVED FROM THE AGENDA, IF ANY



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Reappoint Two (2) Members and to Remove One (1) Member from the Board of Adjustments and Appeals
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.1--Develop and implement infrastructure maintenance and replacement plans

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

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

Item requires a Public Hearing: Yes No

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

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

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The purpose of the Board of Adjustments and Appeals (BOAA) is to review and rule on applications for variances and waivers from the zoning provisions within the City Code. The Board of Adjustments and Appeals is granted its powers in Section 146-5.1.3 B of the City Code. (The Unified Development Ordinance). The Board has the power to consider and to grant hardship variances and single-family dwelling variances, and to hear appeals of the **director's decision on administrative adjustments**. Additionally, it has the power to hear and grant variances regarding matters arising from enforcement of provisions of Article XV of Chapter 22, Chapter 90 and Chapter 146 of the Aurora City Code.

The BOAA consists of seven (7) members appointed by city council. The term length is three (3) years and members may serve up to three (3) terms. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The BOAA currently has three (3) upcoming vacancies. The Commission received 2 applications for reappointment and has requested the removal of one (1) member.

Among the applicants were:

Andris Berzins

Kari Gallo

The BOAA respectfully recommends the reappointment of the following candidates:

Andris Berzins – 3rd term beginning 9/1/2024 and ending on 8/31/2027

Kari Gallo – 3rd term beginning on 9/1/2024 and ending on 8/31/2027

The BOAA also respectfully recommends the removal of the following candidate:

Matthew Robinson - Mr. Robinson was appointed to the BOAA in February 2024. He has not attended any hearings since his appointment and is not participating in the Board's functions.

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to reappoint Andris Berzins and Kari Gallo and remove Matthew Robinson from the Board of Adjustment and Appeals?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1). City Council shall appoint five members to the board of adjustment and appeals (BOA). The members must be registered electors and residents of the City for at least one year immediately preceding the date of their appointment and shall not hold office or position in the City administration. (Aurora, Colo Code § 106-91). The board of adjustments shall have the power to act with regard to matters arising from enforcement of provisions of article XV of Chapter 22, Chapter 96, and Chapter 146 of the Aurora, Colo. Code, except for actions which are appealable to the planning and zoning commission, to the City Council, or to the City Manager. (Aurora, Colo. Code § 106-92). (TJoyce)



Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
303.739.7217

MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Andris Berzins, 2024 Chairperson, Board of Adjustment and Appeals

THROUGH: Marcus Bond, City Clerk Analyst

DATE: July 19, 2024

SUBJECT: Reappointment to the Board of Adjustment and Appeals

Board or Commission: Board of Adjustment and Appeals

Interview Information

Date of Interviews: N/A

Names of Applicants: Mr. Andris Berzins, Ms. Kari Gallo

Applicants Interviewed: N/A

Recommendation

Suggested Reappointment(s): Reappointment of Mr. Andris Berzins and Ms. Kari Gallo to the Board of Adjustment and Appeals

Summary:

Mr. Andris Berzins, Ward III – The Board of Adjustment and Appeals supports the reappointment of Mr. Andris Berzins as a board member. Mr. Berzins is the current Chairperson for BOAA. He has served on the board for two terms. He attends meetings regularly and provides thoughtful insight into the cases. Mr. Berzins demonstrates an understanding of the board’s function and shows good judgment when making decision cases. He communicates well with the other board members, city staff, and citizens. Mr. Berzins is seeking reappointment to a 3-year term.



Ms. Kari Gallo, Ward VI - The Board of Adjustment and Appeals supports the reappointment of Ms. Kari Gallo as a board member. She has served on the board for two terms. She attends meetings regularly and provides thoughtful insight into the cases. Ms. Gallo demonstrates an understanding of the board's function and shows good judgment when making decision cases. She communicates well with the other board members, city staff, and citizens. Ms. Gallo is seeking reappointment to a 3-year term.



Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
303.739.7217

MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Andris Berzins, 2024 Chairperson, Board of Adjustment and Appeals

THROUGH: Marcus Bond, City Clerk Analyst

DATE: July 19, 2024

SUBJECT: Recall from the Board of Adjustment and Appeals

Recommendation

Suggested Recall(s): Recall of Mr. Matthew Robinson from the Board of Adjustment and Appeals

Summary:

Mr. Matthew Robinson, Ward I – The Board of Adjustment and Appeals supports the recall of Mr. Matthew Robinson as a board member. Mr. Robinson was appointed to the BOAA in February 2024. He has never attended any hearings. He is not participating in the board's functions.

Board Of Adjustment And Appeals
Applicant Package - Ward To Be Determined

Board Of Adjustment And Appeals - Ward To Be Determined

Term 01 Sep 2024 - 31 Aug 2027

Positions Available 2

Number of applicants in this package 1

- Berzins, Andris

Received: 7/31/2024

Ward III Resident & Registered Voter

Arapahoe County

Vetted: 8/1/2024

Marcus Bond

Name: Berzins, Andris

Address: [REDACTED]

Email: [REDACTED]

Board Name: Board of Adjustment and Appeals

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

na

How long have you lived in Aurora?:

37

Are you registered to vote?:

Yes

Years of Education Completed:

37

Degree(s) Received:

many

College(s) Attended:

metro/red rocks

Employer Name:

Birch Electric

Employer Address:

[REDACTED]

Current Position:

electrician

Years with Current Employer:

many

Work Experience:

n/a

Certification(s):

n/a

How are you involved in your community?:

chairperson of the board of BOAA and on CABC

List your interests and activities.:

n/a

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

Yes

If yes, enter the board name and position:

CABC

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

Yes

Why do you desire this appointment?:

Love Aurora

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

3 hours

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

hello

Reference 2: Full Name, Phone Number and Address:

nope

Reference 3: Full Name, Phone Number and Address:

goodluck

How did you hear about us?:

News Aurora (water bill newsletter)

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

Andris T Berzins

Time of Submission: 07/31/24 7:22:44 PM

Board Of Adjustment And Appeals
Applicant Package - Ward To Be Determined

Board Of Adjustment And Appeals - Ward To Be Determined

Term 01 Sep 2024 - 31 Aug 2027

Positions Available 2

Number of applicants in this package 1

- Gallo, Kari

Received: 07/16/2024

Ward VI Resident & Registered Voter

Arapahoe County

Vetted on 7/17/2024

Marcus Bond

Name: Gallo, Kari

Address: [REDACTED]

Email: [REDACTED]

Board Name: Board of Adjustment and Appeals

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

21 years

Are you registered to vote?:

Yes

Years of Education Completed:

19 years

Degree(s) Received:

BA- Political Science and English; Juris Doctorate

College(s) Attended:

University of AL, Methodist College, University of Dayton School of law

Employer Name:

McConaughy & Sarkissian, PC

Employer Address:

[REDACTED]

Current Position:

Senior Paralegal

Years with Current Employer:

less than 1 month

Work Experience:

Family Law Paralegal -21 years

Certification(s):

Notary- State of Colorado

How are you involved in your community?:

I have served on the Board of Adjustments since 2018; I served on the HOA Architectural Committee 2 years (2020-2023); AYSO Board Member and soccer coach

List your interests and activities.:

Art, mosaics, walking, bicycling, skiing, travel

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

Yes

If yes, enter the board name and position:

Board of Adjustments

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

Yes

Why do you desire this appointment?:

I like to contribute to the community and find the interests of a property owner need to be protected. I like working with the other people/volunteers.

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

3-4 hours

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

No

If yes, please explain:

I do not have any conflicts of interest.

Reference 1: Full Name, Phone Number and Address:

Stephen Vertucci, Esq. [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Cindy Reighter [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Jerilyn Hessel [REDACTED]

How did you hear about us?:

Word of Mouth;Other

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

Kari Jean Gallo

Time of Submission: 07/16/24 6:39:14 PM

Attachments

- 2024-06-18 Resume update.pdf

Summary

Senior paralegal with 21 years of paralegal experience and 35+ years in service industry worldwide. Strong communication skills and proficient in document organization; strong work ethic with emphasis as a team player/support staff for attorneys. Independent case manager with proficient computer skills. Competent in family law. Proficient in C.R.C.P. as well as court procedures in multiple Colorado jurisdictions.

Highlights

- Heavy docketing
- Strong communication & computer skills
- Create & organize exhibits
- Research
- Drafting pleadings, discovery & correspondence
- Assist attorneys with deposition preparation & discovery requests
- Preparing summaries, CS Worksheets
- Client management; preparation for settlement conferences & mediations
- Document production, depositions, hearings, trials & research

Experience

THE LAW OFFICE OF STEPHEN VERTUCCI, LLC

Senior Paralegal to Partner and/or Senior Associates, May 2019-present

- Provide remote full time legal support for the firm’s legal office in Fort Collins and over the past 5+ years provided remote paralegal support to Partner and 1-3 other attorneys, including client care, docketing all dates and deadlines, drafting pleadings and correspondence, financial disclosures, discovery requests, asset debt spreadsheets, foreign custody determinations, efilings. Proficient in high asset cases and high conflict cases.

COX, BAKER AND PAGE

Senior Paralegal to Senior Associate, September 2017-May 2019

In-office legal support for senior associate and responsible for case management.

ROBINSON AND HENRY

Senior Paralegal for Family Law Senior Associate and two Associates (Castle Rock Office, then Hampden Office), March 1, 2017- August 2017

In-office legal support for family law attorneys and responsible for case management.

THE HARRIS LAW FIRM, Denver, CO

Senior Paralegal, October 2007 to March 2017

- Instrumental in establishing the firm’s first satellite legal office in Fort Collins and over the past 3-4 years provided remote paralegal support to Partner and 1-3 other attorneys, including docketing all dates and deadlines, drafting pleadings, discovery requests and asset debt spreadsheets.
- Responsible for litigation preparation including witness interviews and summaries, client updates, preparation of exhibits and trial notebooks (both electronically and in paper) and meeting all pre-trial deadlines.
- Draft correspondence, without supervision, for attorney review.

- Work closely with clients from case start to finish; complete financial disclosures and discovery; index discovery, analyze and note deficiencies; update same.
- Maintain extensive client files online. Maintain billables.
- Drafted adoption pleadings and responsible for case management for Denver attorney while supporting Fort Collins attorneys remotely.
- Occasionally support in-house (Denver) attorneys with high asset cases in addition to remote caseload.

SEAL FINANCIAL SERVICES, Denver, CO

Administrative Assistant June 2007-September 2007

Assisted two financial services partners with long term care insurance applications and account maintenance. Began new file management system and developed contacts for company's venture into personal injury settlements and investment management for annuity clients.

DUFFORD AND BROWN, Denver, CO

Paralegal, 9/2006 to 3/2007

Supported Family Law Partner and Associate in busy family law practice, including: drafting pleadings, calendaring, e-filing, preparation for complex litigation and file maintenance for discovery and financial disclosures. Prepared exhibit notebooks for trials. Worked closely with clients and attorneys to meet deadlines and to manage documents.

THE LAW OFFICES OF DEZEN & POLLIN, Denver, CO

Legal Assistant, 12/2003 to 8/2006

Prepared criminal, personal injury and family law pleadings for filing and provided office support for two attorneys in small private practice. Maintained client files. Receptionist duties included answering the phone and greeting clients.

Other Training

Notary, State of Colorado- current CASA 2003, Dayton, OH CASA 2004, Aurora, CO

Microsoft Teams, Family Law Software, Clio, Adobe Reader

Education

UNIVERSITY OF DAYTON SCHOOL OF LAW, OH

J.D. 2003

METHODIST COLLEGE, FAYETTEVILLE, NC

B.A. POLITICAL SCIENCE 1989

UNIVERSITY OF ALABAMA, MONTGOMERY, AL



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Youth Member and Reappoint Two (2) Adult Members to the Aurora Youth Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.4--Work with our partners to ensure that every child and young person in Aurora have access to fundamental resources

COUNCIL MEETING DATES:

- Study Session:** 8/12/2024
- Regular Meeting:** 8/26/2024
- 2nd Regular Meeting (if applicable):** N/A
- Item requires a Public Hearing:** Yes No

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

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

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)

- | | |
|---|--|
| <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.)*

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

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

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

The Aurora Youth Commission currently has four (4) youth member vacancies, four (4) upcoming youth member vacancies, one (1) adult member vacancy, and three (3) upcoming adult member vacancies. The Commission received one (1) application and an interview was conducted on May 24, 2024 for the youth vacancies. The Commission also received (2) adult applications from members requesting to be reappointed.

Among the applicants were:

Aayna Sidhu - Youth
Kevin Duncan - Adult
Barbara Schneller - Adult

Upon conducting interviews, the Aurora Youth Commission respectfully recommends the appointment and reappointment of the following candidates:

Aayna Sidhu (youth) – 1st term beginning 8/1/2024 and ending on 7/31/2026
Kevin Duncan (adult) – 2nd term beginning 8/1/2024 and ending on 7/31/2026
Barbara Schneller (adult) – 2nd term beginning on 8/1/2024 and ending on 7/31/2026

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

QUESTIONS FOR COUNCIL

Does Council wish to support the appointment of Aayna Sidhu and the reappointment of Kevin Duncan and Barbara Schneller to the Aurora Youth Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) The Aurora Youth Commission shall consist of twenty-two voting members. Of the voting members, sixteen members shall be ages 14 through 20. Six members shall be adults of the age of 21 or over. The composition of the Commission shall represent school districts, private schools, and home school participation to the extent possible through the nomination process. (Aurora, Colo. Code § 2-902) City Council recognizes that Aurora youth are important residents of the community. The Aurora Youth Commission was created for the purpose of advising City Council, the City Manager, and the Director of the Department of Library and Recreation Services regarding the interests of the youth in Aurora. (Aurora, Colo. Code § 2-900) (TJoyce)



To: Mayor Coffman and Members of City Council

From: David Wagner, Staff Liaison/Supervisor of Youth Services, Aurora Youth Commission

Through: Cecilia Zapata, Deputy City Clerk
Brooke Bell, Director, Parks, Recreation and Open Space Department
Wynter Stieger, Acting Recreation Services Manager, Recreation Division, PROS
Donna Hunt, Superintendent of Youth Services, Recreation Programs, PROS

Date: June 26, 2024

Subject: New Appointment to the Aurora Youth Commission

Board or Commission Name: Aurora Youth Commission

Number of Vacancies: 6 youth, 2 adults

Interview Information

Date of Interviews: May 24th, 2024

Applicant Names: Aayna Sidhu

Applicants Interviewed: 1 youth

Recommendation

Suggested Appointment: Aayna Sidhu

Summary: Aayna is a junior at Cherokee Trail high school. She has an extensive background of volunteering for several events and serving as a community resource director for a local rotary club. She is focused on the mental health issues **of our Aurora's youth** and is interested in developing a service project that addresses those needs. Given her passion and dedication to service, she would make a great fit with the commission.

The Aurora Youth Commission strongly supports the appointment of Aanya Sidhu as a member on the Aurora Youth Commission.



To: Mayor Coffman and Members of City Council

From: David Wagner, Staff Liaison/Supervisor of Youth Services, Aurora Youth Commission

Through: Cecilia Zapata, Deputy City Clerk
Brooke Bell, Director, Parks, Recreation and Open Space Department
Stephanie Munro, Deputy Director, Parks, Recreation and Open Space De
Wynter Stieger, Acting Recreation Services Manager, Recreation Division, PROS
Donna Hunt, Superintendent of Youth Services, Recreation Programs, PROS

Date: July 24, 2024

Board or Commission Name: Aurora Youth Commission

Number of Vacancies: 8 youth, 4 adults (On July 31,2024 due to members term expiring)

Interview Information

Date of Interviews:

Applicant Names: Barbara Schneller and Kevin Duncan

Applicants reapplying: 2 adult commissioners

Recommendation

Suggested Appointment: Barbara Schneller and Kevin Duncan

Summary:

Barbara Schneller and Kevin Duncan are reapplying for the Aurora Youth Commission for the adult members. The commission recommends reappointment of these two adult members.

The Aurora Youth Commission strongly supports the appointment of Barbara Schneller and Kevin Duncan as a member on the Aurora Youth Commission.

Aurora Youth Commission - Ward To Be Determined

Term 01 Aug 2024 - 31 Jul 2026

Positions Available 12

Number of applicants in this package 1

- Sidhu, Aanya

Received:5/15/2024

Ward VI & Not Registered Voter

Arapahoe County

Vetted on 5/17/2024

Marcus Bond

Name: Sidhu, Aanya

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Youth Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

16 years

Are you registered to vote?:

No

Years of Education Completed:

Sophomore Year of High School

Degree(s) Received:

Still attending high school

College(s) Attended:

Still attending high school

Employer Name:

N/A

Employer Address:

N/A

Current Position:

N/A

Years with Current Employer:

N/A

Work Experience:

N/A

Certification(s):

CPR/AED/Stop the Bleed First Aid Certified

How are you involved in your community?:

I am involved through Rotary Interact, a community service club that offers Cherokee Trail Students a way to volunteer for their community, along with being a state officer for Colorado HOSA, a chartered state association that prepares students for the healthcare field, serving food in the community kitchen for my Sikh Temple, and Student Leadership that works to build an empathetic and fun community in my school through community service and event planning.

List your interests and activities.:

I enjoy community service and event planning as activities to do, such as helping plan a winter movie night for my school. I also enjoy playing golf and watching documentaries on my free time, as a curious learner, and I enjoy baking and reading as well.

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

I desire this appointment because I want to voice the opinions of those around me on this board so we can continuously work to improve our evolving community. It is often difficult to hear opinions of such a large community and I want to build a connection between the two layers. I also want to be able to serve my community through this board and be apart of the group that gets to support the changes made all the time.

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

10 hours

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Anvit Sidhu, [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Sydney Sierck, [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Gori Kaur, [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:

Aanya Sidhu

Time of Submission: 05/15/24 10:45:27 PM

Attachments

- resume main.pdf

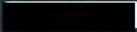


AANYA SIDHU

C H E R O K E E T R A I L H I G H S C H O O L
S O P H O M O R E

Contact

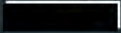
Phone



Email



Instagram



Education

Class of 2026

Cherokee Trail High School

4.0 Cumulative GPA (4.5 weighted), IB student,
AP Courses - AP Chemistry, AP Human Geography
(5), AP US Government and Politics

Awards

Principal's Award Cumulative GPA 4.0 (Middle School)

Presidential Award Top 15% on Nationally Normed Test

Academic Distinction 5 Semesters of Honor Roll

Academic Excellence Cumulative GPA 3.75-4.0

5 Department Awards (9th Grade)

Double HOSA National Qualifier

DECA State Finalist

Skills

CPR/AED/Stop the Bleed, First Aid Certified

Multilingual

Leadership and Problem-Solving Skills

Communicative

EXPERIENCE

Senior Vice President

2023-Present

Colorado HOSA

For the past two years, I have been a state officer for Colorado HOSA. It is an extraordinary organization that has given me insight into leading this 3,000 member organization that prepares students into the becoming future healthcare professionals. It takes 300+ hours of commitment into providing students with the potential to grow especially at our yearly State Leadership conference.

Sophomore Class Representative

2023-Present

Student Leadership

Since I entered high school, I have been on my school's Student Leadership council, originally serving as a freshman class representative and now serving as a sophomore class one. I work to organize and put on the major events of school such as Homecoming as well as increase hype and respect for each other and the school.

Volunteer

2018-Present

Children's Diabetes Foundation

For many years, I have been a volunteer of the Children's Diabetes Foundation through Jewels for Hope, an organization that sells donated jewelry for low prices in order to donate to Children's Diabetes Foundation. I have also volunteered for a 5K that the foundation put on to raise money.

Media Intern

2022-2023

Treppie

I have been an intern for this company that is a marketplace where young girls can come to be entrepreneurs and sell their creations. I have worked to conduct interviews with these inspiring girls and create many posts for their social media account to garner marketing for the young businesswomen.

Community Service Director

2023-Present

Rotary Red Cross

I work to garner service opportunities for those at my school through my work in Rotary Red Cross, a club that purely devotes itself to community service and runs multiple drives, sells bracelets for people in need internationally, volunteers at shelters for abused animals, and completes trash pick-ups.

REFERENCES

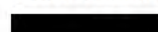
Jennifer Andrews

CEO, Treppie



Priya Chopra

Pediatrician, Anschutz



TEENS NEEDED



FOR THE AURORA YOUTH COMMISSION

Youth Ages 14-20 and Adults 21 and older

MISSION

- Enhance Aurora's youth voice through representation, service & action.

PURPOSE

- The Aurora Youth Commission serves as a voice for youth in Aurora. The AYC advises City Council, the City Manager & the Director of the Department of Parks, Recreation & Open Space regarding the interests of youth in Aurora. Members must be an Aurora resident.

AYC ALLOWS YOU TO:

- Have FUN
- Meet New Friends
- Represent your school & community
- Help others
- Learn about Aurora Government
- Enhance your College Application
- Give back to your community
- Learn to conduct a meeting
- Gain valuable Volunteer credit

IT IS EASY TO APPLY

- www.auroragov.org/oyd
- Click Aurora Youth Commission
- Click Boards & Commissions
- Click on "Apply online for a Board or Commission"
- OR complete the reverse side of this flyer and mail to:
Central Recreation Center
18150 E. Vassar Place
Aurora, CO 80013
ATTN: Cameron Ackley

FOR ADDITIONAL INFORMATION

Contact Cameron Ackley at 720.859.4988 or cackley@auroragov.org



Worth Discovering
auroragov.org



City of Aurora Parks, Recreation & Open Space

AURORA YOUTH COMMISSION

Please type or print clearly. Application kept for one year. May attach to resumé

WARD # 5

Personal Information:

Name: Kevin Duncan		How long have you lived in Aurora? 10 years	
Home Address: [REDACTED]	City: Aurora	Zip CO	Registered to Vote? Yes
E-mail address: [REDACTED]	**Date of Birth: [REDACTED]	Home/Cell Phone: [REDACTED]	Work Phone:

**Required to verify voter registration

Education:

Yrs. Completed: 6	Degree(s): BS Mathematics, M.Ed. Stem
Middle or High School You Attend:	College You Attended: The Ohio State University

Employment:

Employer Name/Address: [REDACTED]	Position: Teacher	How Long? 9 years
Work Experience: 10 years of teaching	Certifications: Teaching License, Educational Leadership Certificate	

Community Involvement:

Do you presently serve in any other appointed position on a board, commission or committee? Yes No

If yes, what position:

Interests/Activities: Learning, being active (sports, hiking, etc.), being social

Why Do You Want To Be On This Commission?
I have served on the commission for 7 years, and the youth members continue to inspire me.

How Did You Hear About Us? City website

Please Give Two References:

Name: Jenna Katsaros	Address:	Phone: [REDACTED]
Name: Julie White	Address:	Phone: [REDACTED]

I certify that the foregoing information is true and correct.

Kevin Duncan
(Volunteer/Applicant name printed)

Kevin Duncan
(Volunteer/Applicant signature)

7/10/2024
(Date)

Send completed form to:
Office of Youth Development
Central Recreation Center
18150 E. Vassar Place
Aurora, CO 80013
ATTN: Cameron Ackley

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? _____



AURORA YOUTH COMMISSION

Please type or print clearly. Application kept for one year. May attach to resumé

WARD # 5

Personal Information:

Name: <u>BARBARA A. SCHNELLER</u>		How long have you lived in Aurora? <u>15 YRS.</u>
Home Address: <u>[REDACTED]</u>	City: <u>[REDACTED]</u>	Registered to Vote? <u>YES</u>
<u>[REDACTED]</u>	**Date of Birth: <u>[REDACTED]</u>	Home/Cell Phone: <u>[REDACTED]</u>
		Work Phone: <u>RETIRED</u>

**Required to verify voter registration

Education:

Yrs. Completed: <u>16 YRS.</u>	Degree(s): <u>BACHELOR OF EDUCATION</u>
Middle or High School You Attend: <u>ROOSEVELT H.S. - CHICAGO, IL.</u>	College You Attended: <u>ROOSEVELT UNIVERSITY</u>

Employment:

Employer Name/Address: <u>CITY OF AURORA</u>	Position: <u>LIBRARIAN SPECIALIST</u>	How Long? <u>26 YRS.</u>
Work Experience: <u>LIBRARY - CHILDRENS, YA ADULT</u>	Certifications:	

Community Involvement:

Do you presently serve in any other appointed position on a board, commission or committee? Yes No

If yes, what position: ACFOA AURORA COMMISSION FOR OLDER ADULTS

Interests/Activities: INTERGENERATIONAL YOUTH ACTIVITIES INTERESTS FOR BOTH YOUTH & OLDER ADULTS IN AURORA

Why Do You Want To Be On This Commission? EXPERIENCE WITH THIS AGE GROUP - INTERACTING & CONTRIBUTING

How Did You Hear About Us? I AM ALREADY ON THIS COMMISSION

Please Give Two References:

Name: <u>SUSAN CHAPMAN</u>	<u>[REDACTED]</u>	Phone: <u>[REDACTED]</u>
Name: <u>JACK REARDER</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

I certify that the foregoing information is true and correct.

Barbara A. Schnell
(Volunteer/Applicant name printed)

BARBARA A. SCHNELLER
(Volunteer/Applicant signature)

JULY 12, 2024
(Date)

Send completed form to:
Office of Youth Development
Central Recreation Center
18150 E. Vassar Place
Aurora, CO 80013
ATTN: Cameron Ackley

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? _____



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Building Code and Contractors Appeals and Standards Board
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

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

Item requires a Public Hearing: Yes No

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

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

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 Building Code and Contractors Appeals and Standards Board acts as a board of adjustment and appeals and board of standards regarding building codes contractor licensing, review administrative error, and suspension/revocations of licenses.

The Building Code and Contractors Appeals and Standards Board is composed of six (6) members all of whom can serve three (3) consecutive three-year (3) terms. Members shall be an Aurora resident for at least one year prior to appointment and a registered elector. The Board shall include two (2) citizens not connected with building construction; one (1) member who qualifies for either a class A or **B builder’s license with five years’ experience in building construction, on structural design engineer**, one (1) architect, and one (1) electrical design engineer.

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

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

The Building Code and Contractors Appeals and Standards Board currently has one (1) vacancy to fill the professional architect position. The Commission received two (2) applications and one (1) interview was conducted on May 17, 2024.

Among the applicants were:

- Rondell Swope
- Tyler Lovejoy

Upon conducting the interview, the Building Code and Contractors Appeals and Standard Board respectfully recommends the appointment of the following candidate:

Tyler Lovejoy – to fill term that began on 7/15/2022 and ends on 7/14/2025. This is a partial term and will not count as a full term served.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish appoint Tyler Lovejoy to the Building Code and Contractors Appeals and Standards Board?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) The building code and contractors appeals and standard board shall consist of a maximum of six members. Each member shall have been a resident and registered elector of the City for at least one year immediately preceding his or her appointment. The members may be chosen from the following categories with the following qualifications:

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

The building code board shall act as a board of adjustment and appeals and as a board of standards with regard to matters arising from enforcement of chapter 22 of the Aurora, Colo. Code, with regard to the refusal, suspension or revocation of licenses under chapter 22 of the Aurora, Colo. Code, with regard to refusals of building permits under chapter 22 of the Aurora, Colo. Code, and such powers and duties relating to historically significant structures as set forth in the code. (Aurora, Colo. Code §§ 22-26 and 22-27). (TJoyce)

MEA Consulting Engineers, Inc.

May 17, 2024

City of Aurora

15151 East Alameda Parkway
Aurora, Colorado 80012

Attn: Scott Berg

Re: Building Code and Contractors Appeals and Standards Board (BCB)
Aurora, Colorado
Board recommendation for appointment of Tyler Lovejoy

Dear Scott,

The current board members have reviewed Mr. Lovejoy's resume and qualifications.

The Building Code and Contractors Appeals and Standards Board (BCB) would like to recommend that the Tyler Lovejoy be appointed to a three (3) year term to the BCB. Mr. Lovejoy is recommended for the board position of Licensed Architect.

If you should have any concerns or questions, please do not hesitate to contact me.

Sincerely,

MEA Consulting Engineers, Inc.



Michael E. Aitken, P.E., F.NSPE, DFE, LEED AP O+M, CxA
BCB Chairman

Building Code, Contractors Appeals & Standards Board

Applicant Package - Ward 4

Building Code, Contractors Appeals & Standards Board - Ward 4

Term: 15 Jul 2023 - 14 Jul 2026

Positions Available: 2

Number of applicants in this package: 1

- Lovejoy, Tyler

Professional Architect

Date Received: 08/07/2023

Registered Voter & Resident of Aurora

08/07/2023 Ward: 4 County: Arapahoe

Tristen Sheptock

Name :Lovejoy, Tyler

Address : [REDACTED]

Email : [REDACTED]

Board Name :Building Code, Contractors Appeals & Standards Board

Date of Birth :

[REDACTED]

Home Phone Number :

-

Work Phone Number :

[REDACTED]

How long have you lived in Aurora? :

Three Months

Are you registered to vote? :

Yes

Years of Education Completed :

19

Degree(s) Received :

Master of Architecture, Bachelor of Arts

College(s) Attended :

Rhode Island School of Design, Hamilton College

Employer Name :

The Abo Group

Employer Address :

[REDACTED]

Current Position :

Project Architect

Years with Current Employer :

Four Months

Work Experience :

Architecture, Construction Management, Property Management, Non-Profit

Certification(s) :

Licensed Architect, LEED AP BD+C

How are you involved in your community? :

New to Aurora and Colorado, but excited to begin volunteering in the area.

List your interests and activities. :

Architecture, Design, Art, Cycling, Food, Carpentry

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

No

If yes, enter the board name and position :

-

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

No

Why do you desire this appointment? :

Want to be engaged with local community and contribute to important endeavors.

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

10-20hrs

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

No

If yes, please explain :

-

Reference 1: Full Name, Phone Number and Address :

Ron Abo, [REDACTED]

Reference 2: Full Name, Phone Number and Address :

Patricia Joseph, [REDACTED]

Reference 3: Full Name, Phone Number and Address :

Lisa Abo, [REDACTED]

How did you hear about us? :

Other

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

Tyler Lovejoy

Time of Submission :08/01/23 9:26:47 AM

Attachments:

Building Code, Contractors Appeals & Standards Board

Applicant Package - At Large

Building Code, Contractors Appeals & Standards Board - At Large

Term 15 Jul 2022 - 14 Jul 2025

Positions Available 1

Number of applicants in this package 1

- Swope, Rondell

Received: 8/4/2023
Ward III Resident
Arapahoe County
Vetted on 1/11/2024

A handwritten signature in black ink, appearing to read "Rondell Swope". The signature is written in a cursive style with a large, sweeping initial "R".

Name: Swope, Rondell

Address: [REDACTED]

Email: [REDACTED]

Board Name: Building Code, Contractors Appeals & Standards Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

25

Are you registered to vote?:

Yes

Years of Education Completed:

12

Degree(s) Received:

yes

College(s) Attended:

Aspen Christian Collage and Seminary

Employer Name:

Partners Personnel Management

Employer Address:

[REDACTED]

Current Position:

Director of Safety and Security

Years with Current Employer:

6

Work Experience:

Police Officer, OSHA trainer, Security Company onwer,

Certification(s):

Osha Cert, police officer cert.

How are you involved in your community?:

Board of Adjustment and Appeals

List your interests and activities.:

Church

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

Yes

If yes, enter the board name and position:

Board of Adjustment and Appeals

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

Yes

Why do you desire this appointment?:

To continue to serve my community

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

10hr

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

No

If yes, please explain:

None

Reference 1: Full Name, Phone Number and Address:

Moses Brewer

Reference 2: Full Name, Phone Number and Address:

Craig Smith

Reference 3: Full Name, Phone Number and Address:

Dennis Banks

How did you hear about us?:

Other

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

Rondell Swope

Time of Submission: 08/04/23 5:37:09 PM



CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental (IGA) Agreement between the City of Aurora and the Aurora Public School District for the COMPASS Afterschool Enrichment Program 2024- 2025 (Resolution)

Item Initiator: Brooke Bell, Director Parks Recreation and Open Space Department

Staff Source/Legal Source: Donna Hunt Recreation Superintendent, Parks, Recreation & Open Space / Tim Joyce, Assistant City Attorney

Outside Speaker: NA

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

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

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

Item requires a Public Hearing: Yes No

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

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

Donna Hunt, Recreation Superintendent, Parks, Recreation & Open Space / 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: Parks, Foundations & Quality of Life

Policy Committee Date: 7/25/2024

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.)*

COMPASS – Community of Many Providing After School Success. The City of Aurora has partnered with Aurora Public Schools to provide after school programming since 1991.

July 25, 2024 – Parks, Foundation, and Quality of Life City Council Policy Committee approved item to move forward to City Council Study Session. Minutes are attached.

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

Aurora Public Schools proposes to continue to partner with the city of Aurora to provide COMPASS programming in the 2024-2025 school year at eight elementary schools. A total of \$400,000 will be awarded to the city (\$50,000 per school site from Aurora Public Schools mill-levy funding. These funds will offset the cost of two full-time employees and additional variable hour non-benefitted employee program providers and program supply expenses. Aurora Public School pays for on-site coordinators and teachers to implement the academic portion of the COMPASS program. The city of Aurora recreation staff provide the enrichment portion of the program. Targeted schools are identified by Aurora Public Schools and are chosen based on high educational needs, and free and reduced lunch areas.

Additionally, City Council approved the use of \$500,000 from the Broncos distribution for after-school COMPASS programs. The PROS Department plans to use approximately \$67,000 to \$199,000 to supplement the \$400,000 granted by Aurora Public Schools. City of Aurora and Aurora Public Schools will continue to seek grant funding opportunities to assist with long-term program sustainability.

These funds will help support 60 to 75 students per school for a total estimated impact on 600 students daily. The partnership is providing vital educational and enrichment activities at no cost to the student participants.

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.)

\$400,000 in expenses in Gifts and Grants Fund. This will require a budget amendment through the Spring 2025 supplemental budget process for the 2024 fiscal year. The APS grant is the revenue component.

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.)

\$400,000 in expenses in Gifts and Grants Fund. This will require a budget amendment through the Spring 2025 supplemental budget process for the 2024 fiscal year. The APS grant is the revenue component.

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.)

PROS Department recreation staff provide these services annually and this will expand current offerings.

QUESTIONS FOR COUNCIL

Does the Parks, Foundation and Quality Life Policy Committee approve moving the IGA between the City of Aurora and Aurora Public Schools for PROS Recreation staff to provide COMPASS Afterschool Program Enrichment at four additional locations to the next available Council Study Session?

LEGAL COMMENTS

Governmental entities may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Const. Art. 14, § 18(2)(a) and Colo. Rev. Stat. § 29-1-203(1)). City Council may, by resolution, enter into agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, art. X. sec. 10-12). The Mayor must sign all intergovernmental agreements to which the City is a party. (Aurora, Colo. Code § 2-31(b)(2)). (TJoyce).

COMPASS Afterschool Enrichment AGREEMENT
RFP #3038-20

AGREEMENT

This agreement, made and entered into effective the first day of July, 2024 by and between **Aurora Public Schools**, whose mailing address is 80 Airport Blvd., Aurora, CO 80011, hereinafter referred to as the “District”, and City of Aurora Park, Recreation, and Open Space, whose mailing address is 15151 E Alameda Parkway, Suite 4600, Aurora, CO 80012, hereinafter referred to as “Contractor”.

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services: The Contractor agrees to provide goods and/or as set forth in Exhibit A hereto which is incorporated herein by this reference. In the event of any inconsistency between the provisions of this Agreement and the Scope of Services set forth in Exhibit A, the provisions contained within this Agreement shall control.
2. Effective Date and Duration: This Contract shall become effective on July 1, 2024, or the date this Contract is fully executed and approved as required by applicable law. The obligations to be performed pursuant to this Agreement shall be initiated no later than July 1, 2024 and shall be completed no later than June 30, 2025. The initial agreement term shall be one year. The parties may renew and extend the executed agreement(s) pertaining to all prices, terms, conditions, and specifications upon mutual agreement between the District and Contractor.
3. Cancellation: Either party may terminate this Agreement at any time for a material breach with 10 business days written notice being provided to cure an alleged breach. After this Agreement has been in effect for six months, either party may terminate this agreement upon 30 days written notice to the other party for any or no reason. In the event of termination any commissions owed shall be promptly paid; provided however, that under no circumstances will any damages be paid solely as a result of the termination of this contract. If the vendor exercises the right to terminate the contract early, it cannot bid on future proposals with the school district for the period of five years.
4. Compensation:
 - a) In consideration of the obligations to be performed pursuant to this Agreement, the District agrees to pay Contractor Four Hundred Thousand Dollars (\$400,000.00) per year. Maximum compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00), except as provided in

subsection (b), herein. The District shall provide no benefits to Contractor other than the compensation stated above.

8 total sites: (Altura, Arkansas, Clyde Miller, Del Mar Academy, Kenton, Lansing, Park Lane, and Vaughn) @ \$50,000.00/site = \$400,000.00 total award.

- b) If additional work is necessary, as determined by the District, the District shall pay the Contractor for additional work according to the unit prices set forth in Exhibit A. If the additional work is not covered by Exhibit A the parties shall, prior to the work being done, agree in writing as to (a) the nature, scope and timeline of the additional work; and (b) the price for the additional work.
 - c) The Contractor shall submit invoices monthly for services performed and expenses incurred during the prior month. Payment will be made to the Contractor within thirty (30) days of the District's receipt of the approved invoices.
5. Independent Contractor: The obligations to be performed by Contractor are those of an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees as agents of the school district or any of its Board members or any of its employees.
6. Insurance: Contractor must furnish insurance certificates confirming the following insurance coverages:
- Public Entity Liability Insurance covering all operations by or on behalf of the City on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability, Errors and Omissions Liability, Public Officials Liability and a Waiver of Subrogation.
 - Minimum limits:
 - \$1,000,000 each occurrence
 - \$2,000,000 general aggregate
 - \$2,000,000 products and completed operations
 - Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.
 - Commercial automobile liability insurance coverage is also required.

The District must be included as an "Additional Insured" on the Public Entity liability policy.

The company which writes the insurance (or bond) for Contractor must carry a rating of "A" or better as rated by Moody's or A.M. Best Company.

Either party shall have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

7. Contractor Disability Accommodation Compliance: Contractor warrants that their product and/or service is compliant with the provisions of HB 21-1110 and the Americans with Disabilities Act.
8. Assignment and Subcontractor: The duties and obligations of the Contractor shall not be assigned, delegated, nor subcontracted without the express written consent of the District. Any subcontractor, assignee or delegate consented to by the District shall be subject to the requirements of this Agreement. The Contractor shall remain responsible for the delivery of services as set forth in this Agreement and for the performance of any subcontractor.
9. Compliance with Applicable Laws: The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), C.R.S. 24-34-301 et seq, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.
10. **Confidentiality**: Contractor acknowledges and agrees it is responsible for ensuring compliance, including ensuring subcontractor compliance, with all applicable confidentiality laws, including, but not limited to, the Health Insurance Portability Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA).
11. Law, Venue and Arbitration: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial before the Courts of the State of Colorado, or the United States District Court for the District of Colorado or, if neither of such courts shall have jurisdiction, then before any court sitting in Arapahoe County, Colorado having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process as provided by law. In addition, at the option of either party, any dispute related to this Agreement may be submitted for expedited arbitration under the auspices of, and in accordance with the then-current procedures of, the American Arbitration Association. Such Arbitration

shall take place at an appropriate facility within the District at a time and place to be reasonably agreed upon by the Parties.

12. Annual Appropriation: The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors. The parties acknowledge therefore that this Agreement does not bind the school district beyond the current fiscal year.
13. Ownership of Work Product: All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by Contractor (or Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Contractor as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Scope of Services. The District may retain ownership of and may reuse such documents without written verification of Contractor.
14. Miscellaneous Provisions:
 - **No Waiver of Governmental Immunity**: Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the School District of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as now or hereafter amended.
 - **Entire Understanding**: This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by written instrument signed by both parties hereto.
 - **Savings Clause**: If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.
 - **Counterparts**: This agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall be deemed one instrument. Facsimile signatures shall be deemed to be the same as original signatures.
15. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail addressed to the following, and shall be deemed given when received:

For Contractor: City of Aurora Park, Recreation, and Open Space
ATTN: Brooke S. Bell
15151 E. Alameda Parkway, Ste. 4600
Aurora, Co, 80012

For District: Aurora Public Schools:
ATTN: Curt Humphrey
80 Airport Blvd.
Aurora, CO 80011

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

16. Contractor shall:

- Make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- Not permit any lien or claim to be filed or prosecuted against APS on account of labor or material furnished.
- Pay to the Department of Revenue all sums withheld from employees pursuant to Colorado law.

17. Background checks: Contractor agrees that each person who will perform work under this agreement and interact with district students will be subjected to a criminal background check by the District similar to that which the District is legally obligated to perform on any new employee. Contractor agrees to provide the District with a signed release by which each employee authorizes such background check. If, as a result of the background check, the District does not wish an individual to serve under this contract, contractor agrees to the extent possible, to furnish another person within one (1) week. If such permanent replacement cannot be located within one week, contractor can fill the position with a substitute until a permanent employee can be retained, provided that a permanent replacement must be found within six (6) weeks.

For contractor employees who do not interact with District Students Contractor will be required to complete criminal record checks on all employees who work on District property for this contract. Employees who have been convicted of a violent or serious felony, including crimes that require registration on the National Sex Offender Registry will not be allowed to work on District property for this contract. Each individual respondent/vendor will be responsible to adhere to any federal, state and local privacy and confidentiality requirements.

18. Child abuse reporting: Contractor agrees that each person who performs work on its behalf under this agreement shall immediately report any suspicions of child abuse or neglect to the building administrator (or if one is not available, to the Superintendent's office or such other office as is designated by the School District) upon becoming aware of information which forms the basis for such suspicion. (Colorado Revised Statutes defining abuse and neglect are found at C.R.S. Section 19-1-103.)

Contractor agrees to inform the District immediately if it has knowledge that would lead a reasonable person to conclude that one of its employees poses an unusual potential for physical, emotional or psychological harm to any student, employee or patron of the District.

19. Equal Opportunity: In connection with the performance of any work under the bid/proposal, the respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

20. Time is of the Essence. Contractor agrees that time is of the essence in completing the terms of this Agreement.

This Agreement is made this eleventh day of June, 2024.

CONTRACTOR:

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Tim Joyce
TIM JOYCE, Assistant City Attorney

AURORA PUBLIC SCHOOLS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

ADAMS-ARAPAHOE JOINT SCHOOL DISTRICT 28-J
FAMILY ADVOCACY, COMMUNITY, ENGAGEMENT (FACE)
EDUCATIONAL SERVICES CENTER 4
1085 PEORIA ST
AURORA, CO 80011

Scope of Work:

- The City of Aurora will be required to staff a minimum of 3 and up to 4 afterschool leaders, specialized enrichment providers, and/or a combination of both at each school to provide enrichment activities/programs for up to 72 students.
- Schedules will vary by school but a minimum of 2.5 hours per day is required at most sites with some sites having a maximum of 2.75 hours per day.
- Starting in August through end of May. If school is in session, we will have COMPASS. This means 168 days of school coverage. Apart from any special events, in which APS decides to cancel programming.
- Ensure all City of Aurora staff and enrichment providers go through the District's volunteer badge process and background checks.
- Program Coordinators will be required to attend trainings and weekly update meetings.
- Program Coordinators will support in collecting and entering data in various platforms i.e. ProCare.
- Program Coordinators will be required to cover staff absences when available and applicable.
- Invoicing is expected monthly.

RESOLUTION NO. R2024- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THE AURORA PUBLIC SCHOOL DISTRICT FOR THE PARKS, RECREATION AND OPEN SPACE DEPARTMENT TO PROVIDE COMPASS AFTERSCHOOL ENRICHMENT ACTIVITIES AND PROGRAMS AT FOUR SCHOOLS

WHEREAS, the Aurora Public School District (“District”) desires the City of Aurora, Colorado, by and through its Parks, Recreation and Open Space Division (“PROS”), to provide COMPASS afterschool enrichment activities and programs for up to 72 students at four of its schools; and

WHEREAS, PROS has performed similar functions for the District in the past and is ready willing and able to perform these activities and programs; and

WHEREAS, PROS will begin providing the District with the COMPASS afterschool enrichment activities and programs in August, 2024, through May, 2025; and

WHEREAS, the District will provide PROS with \$400,000 in total funding for PROS to provide the COMPASS afterschool enrichment activities and programs.

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

Section 1. The Intergovernmental Agreement between the City of Aurora, Colorado, by and through its Parks, Recreation and Open Space Division ,and the Aurora Public School District for the COMPASS afterschool enrichment activities and programs 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.

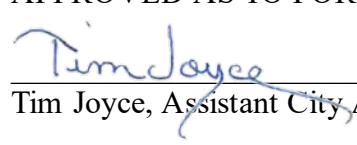

RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Tim Joyce, Assistant City Attorney



COA COMPASS PROGRAM – APS and BRONCO FUNDING PLAN

COMPASS OVERVIEW

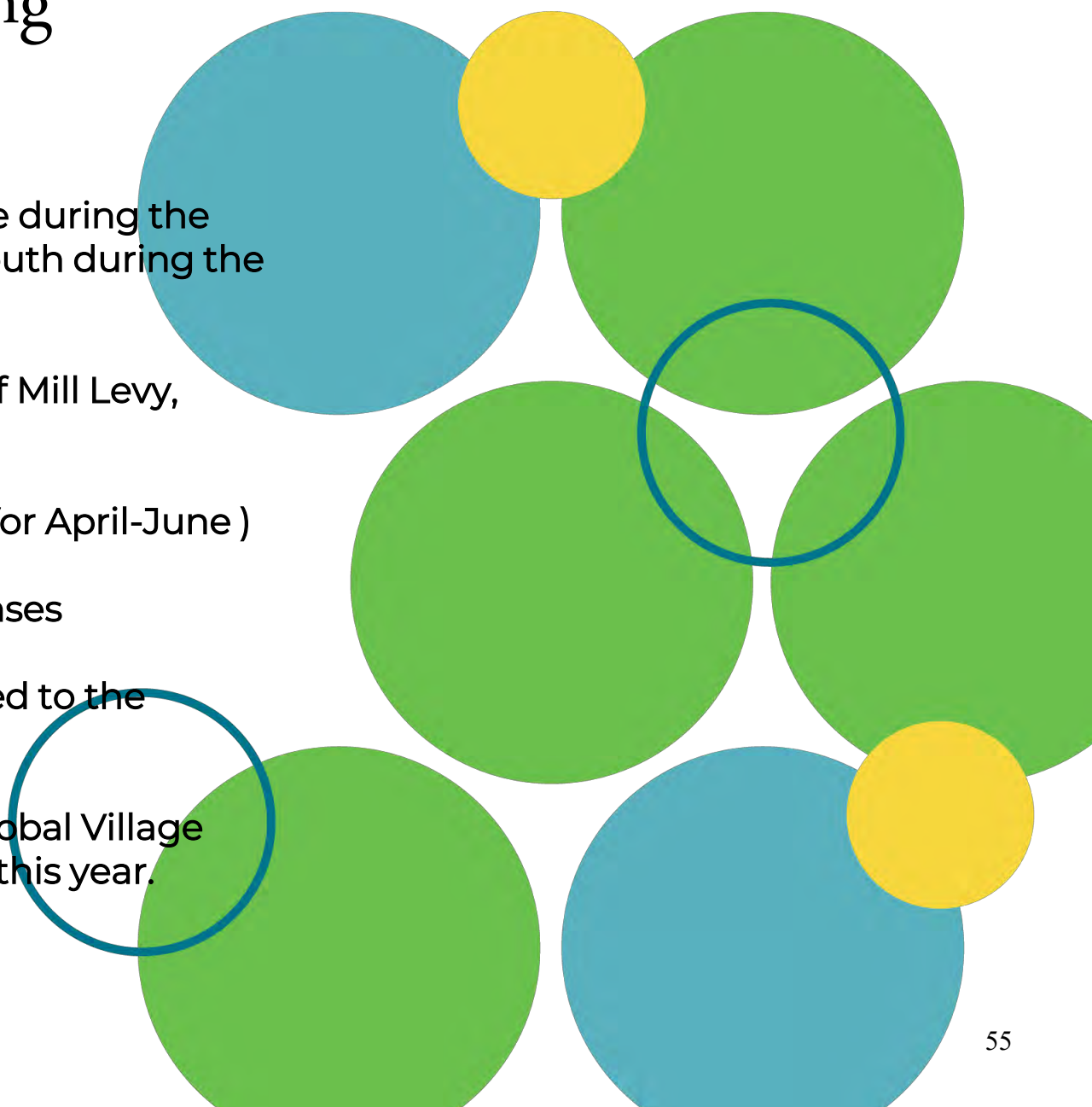


The COMPASS After School Program is a long-standing partnership with the City of Aurora & Aurora Public Schools.

- COMPASS – Community of Many Providing Afterschool Success
- Partners with Aurora Public Schools since 1991
- Each year some minor changes in programming, funding, school locations and scheduling.
- COA provides: 2 FTE recreation specialist, VHNE staff to run programs at a 1:15 ratio, supplies and providers
- APS provides: 2 Site Coordinators, 2-3 teachers
- Free program for the Aurora Public School students.
- RFP – runs through 2024-2025 school year,

2023-2024 COMPASS Programming

- 6 elementary schools, 2 middle & 1 elementary site during the summer. Providing afterschool services for 360 youth during the school year and 160 during the summer.
- APS provided funding of \$285,000 combination of Mill Levy, ESSER, 21st Century
- Current COA expenses \$248,000 (not accounted for April-June)
- COA – staffing, supplies, providers make up expenses
- Currently, COA allocates 3% of 2 FTE staff budgeted to the COMPASS program.
- APS last year for ESSER and 21st Century grant. Global Village Academy and summer programming will sunset this year.



2024-2025 COMPASS program



- 8 elementary schools, 3 of which will be new COMPASS schools, no summer programming.
- Program will consist of 168 days which will include all contact days during the school year vs. 131 currently offered.
- Provide services for 455-520 youth daily M-F
- Funding \$400,000 directly for COA from APS Mill Levy funding
- COA expected expense \$467,000 - \$599,000
- COA expense depended on pupil enrollment per COMPASS program, VHNE staffing (24-32) and hours of operation.

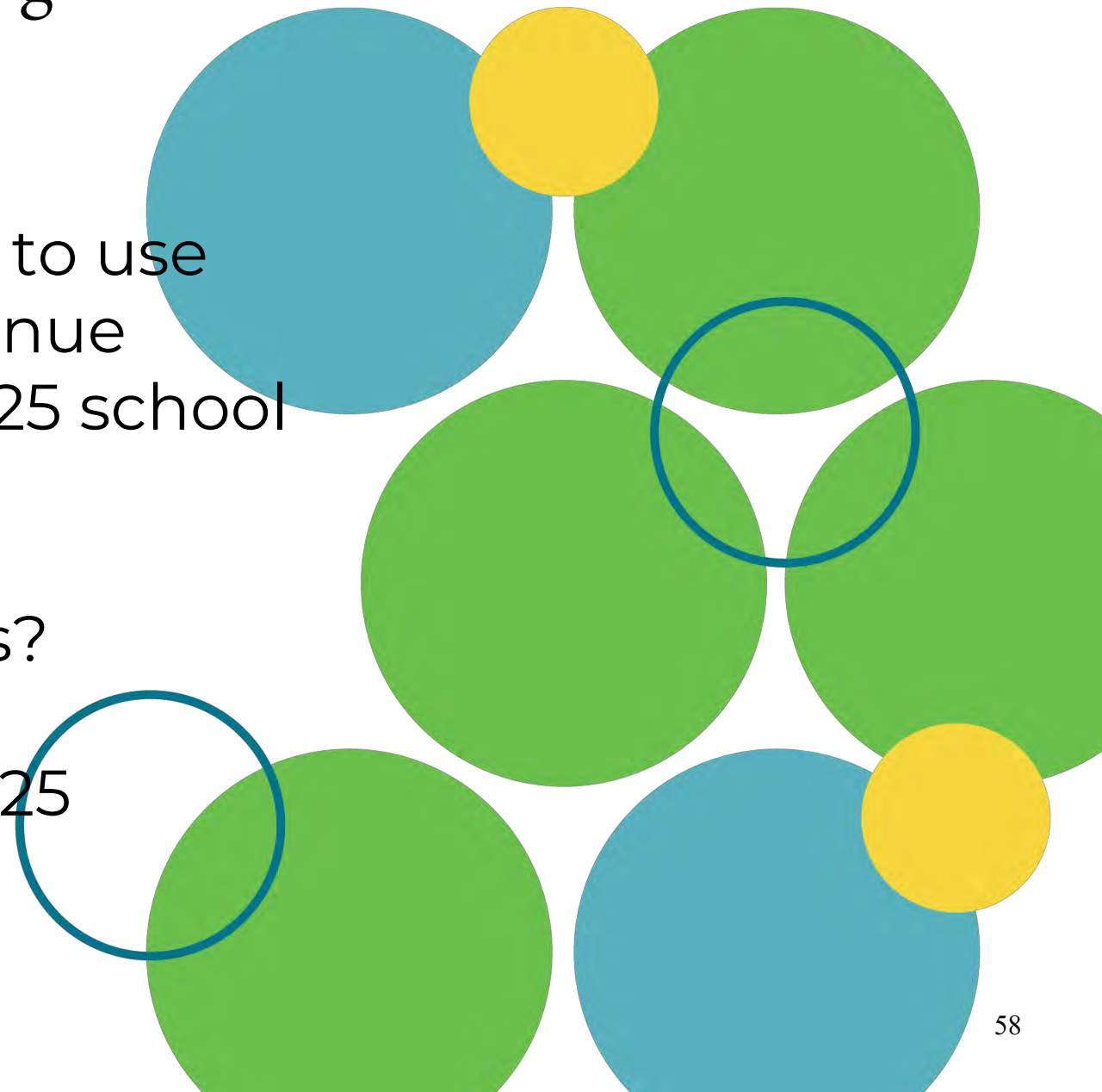
BRONCO MONEY \$500,000 USAGE



- City Council allocated \$500,000 Bronco funding to the COMPASS program.
- 2024-2025 COMPASS request to use \$67,000-\$199,000 to help cover expenses.
- Variable to actual need will depend on pupil enrolled (455-520) & VHNE staffing (24-32)
- Usage of Bronco funding per year
 - minimum \$67,000 (last 7 years)
 - maximum \$199,000 (last 2+ years)
- APS & COA staff will continually research grant and funding opportunities to help sustain the budget.

2024-2025 COMPASS Programming

- APS request a final decision to use BRONCO funding and continue partnership for the 2024-2025 school year by May 31st.
- Any questions or comments?
- Please approve the 2024-2025 COMPASS Program



Parks, Foundations, and Quality of Life (PFQL) Meeting
July 25, 2024

Members Present: Council Member Ruben Medina, Chair; Council Member Alison Coombs, Member

Others Present: B. Bell, B. Green, N. Ankeney, J. Bixenman, T. Joyce, J. Sawatzke, D. Hunt, D. Wickman, W. Levine, S. Munro, S. Brainard, A. Valles Morales, B. Mendoza Ortega

1. CALL TO ORDER

Council Member (CM) Medina welcomed everyone and called the meeting to order.

2. APPROVAL OF MINUTES

2.a. 6-27-2024 PFQL Minutes for Approval

The June 27, 2024 PFQL minutes were approved.

3. ANNOUNCEMENTS

No announcements.

4. AGENDA ITEMS

4.b. Consideration to Approve a Resolution for Contracted Services Agreement between the City of Aurora and the Aurora Public School District for the COMPASS Afterschool Program Enrichment Program 2024- 2025

Summary of Issue:

Donna Hunt, PROS Recreation Superintendent, presented a proposed agreement between the City of Aurora and the Aurora Public Schools for the City of Aurora to provide afterschool enrichment programs for the 2024-2025 school year.

The COMPASS (Community of Many Providing Afterschool Success) Afterschool Program, Aurora Public Schools (APS), and the City of Aurora have a long-standing partnership of 33 years. The COMPASS program has adapted operations based on programming, funding, school locations, and scheduling needs over the years. The City of Aurora will provide 2 full-time employees and variable hour non-benefited employees (VHNE) to operate afterschool programs at a 1:15 ratio. APS provides two site coordinators and 2-3 teachers. This program is free to APS students. This agreement covers services for the 2024-2025 school year. The 2024-2025 program year will serve 8 elementary schools and includes 168 contact days (as compared to the most recent 131 contact days), and no summer programming. The City of Aurora spending amount depends on COMPASS program enrollment, VHNE staff requirements, and hours of operation. Aurora City Council allocated \$500,000 from the Bronco’s team sale distribution for COMPASS programs. City staff plan to spend approximately \$99,000 to \$200,000 (depending on student enrollment) of the Bronco’s distribution to leverage the \$400,000 APS grant. APS and City of Aurora staff will continue to research grant and funding opportunities to help sustain the program.

Committee Discussion:

CM Coombs asked if middle schools will be included in the future. Donna clarified that Aurora Public School Mill Levy contribution does not cover middle schools nor charter schools which is why the two current schools don't qualify for the next school year. Donna reiterated that research would continue for grants and funding that could possibly include middle schools in the future.

Outcome:

Item was approved to move forward to City Council Study Session.

Follow-up Action:

N/A.



CITY OF AURORA

Council Agenda Commentary

Item Title: Great Outdoors Colorado (GOCO) Community Impact Grant: APS Intergovernmental Agreement (IGA) and Resolution for Yale Elementary (Resolution)
Item Initiator: Nicole Ankeney, Manager of Planning, Design, and Construction, Parks, Recreation & Open Space
Staff Source/Legal Source: Nicole Ankeney, Manager of Planning, Design, and Construction, Parks, Recreation & Open Space / Tim Joyce, Assistant City Attorney
Outside Speaker: n/a
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

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

Item requires a Public Hearing: Yes No

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

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

Staff requests a waiver of reconsideration to meet the grant application deadline of September 12, 2024.

Nicole Ankeney, Manager of Planning, Design, and Construction, Parks, Recreation & Open Space / 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: Parks, Foundations & Quality of Life

Policy Committee Date: 7/25/2024

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.)

Parks, Recreation and Open Space historically has provided support for local areas school districts to access Great Outdoors Colorado (GOCO) grants for schoolyard playground improvements, since they are ineligible to apply directly. GOCO encourages these partnerships. The city has partnered on five grant applications with school districts previously, and the last grant was for the Sixth Avenue Elementary School in 2019/2020.

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

The 2024 Community Impact Grant is offered through Great Outdoors Colorado (GOCO). This program is provided to help develop and revitalize parks, trails, schoolyards, fairgrounds, environmental education facilities, and other outdoor projects important to Colorado communities.

There are approximately 550 students enrolled at Yale Elementary School in grades PreK – 5. The existing playground was constructed over thirty years ago and has not been remodeled since then. School staff continues to maintain the play equipment well beyond its useful life. A new playground is needed to increase opportunities for social interaction, exploration and let their creativity flow.

Through regular student task force meetings, the playground design process relied heavily on student and parent input. All new playground features will comply with the Americans with Disabilities Act (ADA) regulations, as well as Consumer Product Safety Commission (CPSC) Guidelines.

Aurora Public Schools (Adams-Arapahoe 28J School District) is requesting \$200,000 from GOCO and will provide the required match funding. The city of Aurora is a sponsor for this playground remodel project. If awarded the grant, the city will receive the funds and redistribute them to the school. The city will not be contributing funding toward the project.

STAFF REQUEST A WAIVER OF RECONSIDERATION. The approval of the waiver of reconsideration will help ensure the remodeling of the playground will be completed in a timely manner to minimize the impact the construction will have on the students at the school.

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.)

The GOCO grant is a pass-thru grant to Aurora Public Schools and will have expense and revenue budget components; however, no Aurora funds will be used on the project. The budget would be requested through the Spring Supplemental budget process in 2025 to reflect the potential late 2024 award.

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.)

If the grant is awarded, the budget would be requested through the Spring Supplemental budget process in 2025 to reflect the potential late 2024 award.

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.)

Nominal; less than 8 hours.

QUESTIONS FOR COUNCIL

Does City Council approve moving the Resolution and IGA forward with a Waiver of Reconsideration to the next regular City Council meeting?

LEGAL COMMENTS

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

2024 GOCO Grant Application

Yale Elementary School Playground Remodel



John Sawatzke

Principal Landscape Architect Planning, Design & Construction

Study Session

August 12, 2024

2024 Great Outdoors Colorado (GOCO)

Yale Elementary School Playground Remodel

Grant Application

- School districts are ineligible recipients and are encouraged to partner. Previously APS and Parks, Recreation and Open Space have partnered on 5 grant applications.
- APS is requesting a Community Impact grant application of \$200,000 to renovate the Yale Elementary playground. APS will provide the match funding and PROS will receive the grant funds to disburse to the school, if awarded.
- The State Board of the Great Outdoors Colorado (GOCO) Trust Fund requires that the city council adopt a resolution approving grant applications and IGAs for partner projects.

2024 Great Outdoors Colorado (GOCO) Yale Elementary School Playground Remodel

Grant Timeline & Need

- Concept Paper Due: 08/01/2024
 - Notification to Apply: 08/15/2024
 - Application Due: 09/12/2024
 - Grant Awarded: 12/06/2024
-
- Yale Elementary enrollment: 550 (PreK – 5)
 - Existing playground: Over 30 years old

Vicinity Map



Site Context



Existing Conditions



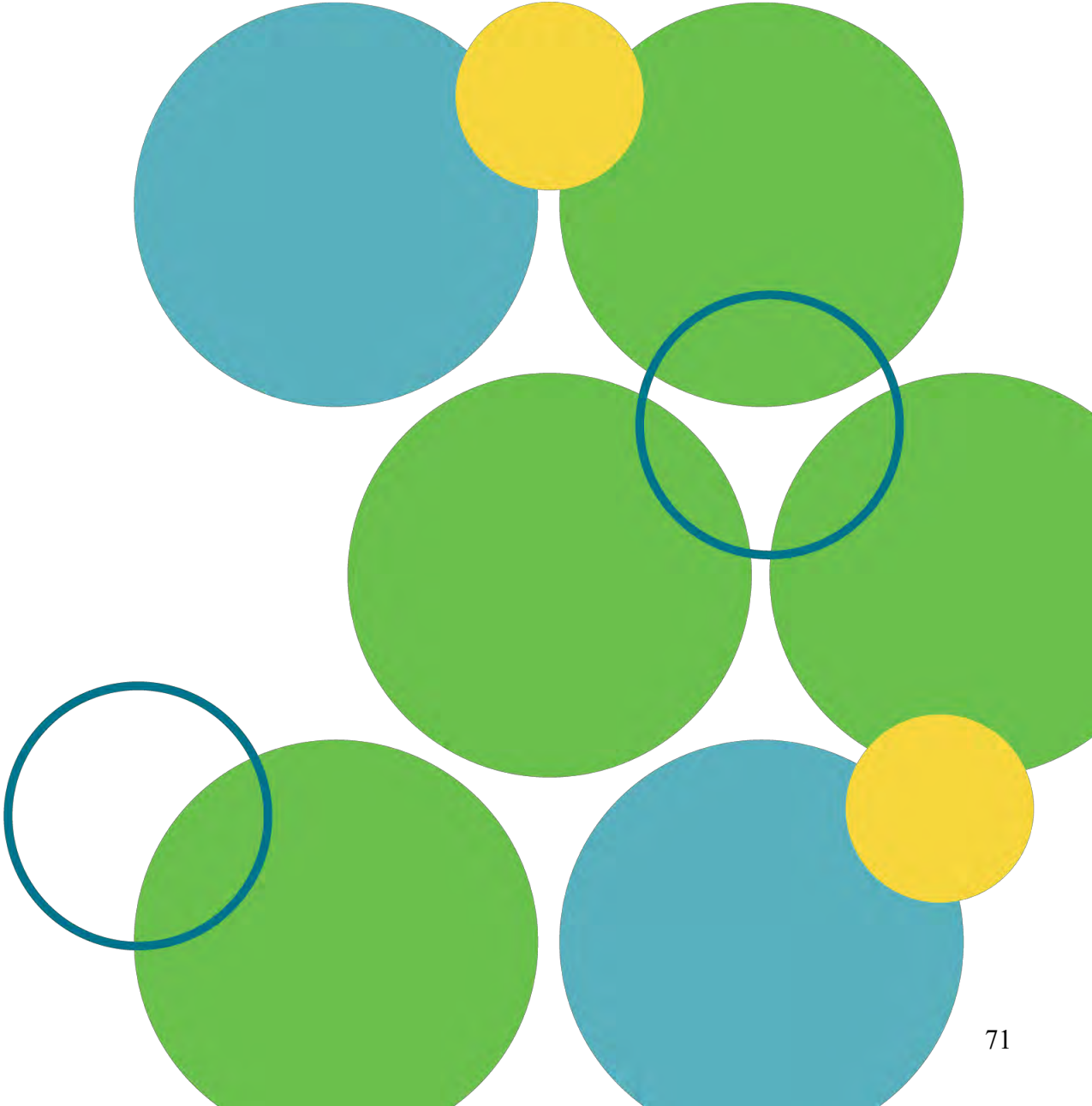
Proposed Play Equipment



All Playground features must comply with:

- Americans with Disabilities Act (ADA) regulations
- Consumer Product Safety Commission (CPSC) guidelines

QUESTIONS?



Question of the City Council

Does the City Council support moving the Resolution and IGA with a Waiver of Reconsideration forward to the next regular City Council meeting?

Parks, Foundations, and Quality of Life (PFQL) Meeting
July 25, 2024

Members Present: Council Member Ruben Medina, Chair; Council Member Alison Coombs, Member

Others Present: B. Bell, B. Green, N. Ankeney, J. Bixenman, T. Joyce, J. Sawatzke, D. Hunt, D. Wickman, W. Levine, S. Munro, S. Brainard, A. Valles Morales, B. Mendoza Ortega

1. CALL TO ORDER

Council Member (CM) Medina welcomed everyone and called the meeting to order.

2. APPROVAL OF MINUTES

2.a. 6-27-2024 PFQL Minutes for Approval

The June 27, 2024 PFQL minutes were approved.

3. ANNOUNCEMENTS

No announcements.

4. AGENDA ITEMS

4.a. GOCO Community Impact Grant: APS IGA and Resolution for Yale Elementary

Summary of Issue:

John Sawatzke, Principal Landscape Architect for PROS presented the IGA and Resolution. The State Board of the Great Outdoors Colorado (GOCO) Trust Fund requires that the City Council adopt a resolution approving each application by the city for local parks and outdoor recreation. Aurora Public Schools (APS) is requesting \$200,000 from GOCO and will then provide the required match funding. The city of Aurora is the sponsor for the remodel of Yale Elementary School playground. The city will receive the grant funds and reimburse them to the school. Yale Elementary School has an existing playground that is over 30 years old. All playground features must comply with the Americans with Disabilities Act (ADA) regulations and the Consumer Product Safety Commission (CPSC) guidelines.

Committee Discussion:

CM Coombs asked when the final design and details on the new playground will be available. John offered to reach out to the school for more details about the playground.

Outcome:

Item was approved to move forward to Study Session.

Follow-up Action:

N/A.

RESOLUTION NO. R2024- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND ADAMS-ARAPAHOE 28J SCHOOL DISTRICT FOR THE ADMINISTRATION OF THE GREAT OUTDOORS COLORADO GRANT IN THE AMOUNT OF \$200,000 TO PARTIALLY FUND THE CONSTRUCTION OF THE YALE ELEMENTARY SCHOOL PLAYGROUND REMODEL PROJECT

WHEREAS, Yale Elementary School, located at 16001 E. Yale Avenue, Aurora, Colorado 80013 (“School Site”), is owned and managed by Adams-Arapahoe 28J School District (“District”); and

WHEREAS, the City of Aurora, Colorado (“City”), by and through its Parks, Recreation and Open Space Department (“Department”) plans to apply for a grant from Great Outdoors Colorado (“GOCO”) in the amount of \$200,000 (“Grant”) to be used for the construction of improvements to the playground at Yale Elementary School; and

WHEREAS, the District is not eligible to be a direct recipient of a GOCO grant but the District can partner with an eligible entity to apply for a GOCO grant; and

WHEREAS, the City and the District intend for the City to partner with the District for the City as an eligible GOCO recipient to provide the District with the Grant so the District can remodel the playground at the School Site; and

WHEREAS, the District has budgeted sufficient funds to meet the terms and obligations of the Grant awarded, including any obligation to provide matching funds for the Grant; and

WHEREAS, the District will be responsible for all construction activities, safety inspections associated with the remodeling of the playground at the School Site; and

WHEREAS, the District will be responsible for the on-going maintenance and operations of the remodeled playground at the School Site; and

WHEREAS, City Council fully supports the City applying for a GOCO grant for the playground improvements at the Yale Elementary School; and

WHEREAS, the City Council fully supports the execution of the IGA between the Parties for the remodeling of the playground at Yale Elementary if the GOCO grant is awarded.

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

Section 1. The Council of the City of Aurora, Colorado resolves its support for the City’s application for a grant from the State Board of the Great Outdoors Colorado Trust Fund (“GOCO”) for the remodeling of the Yale Elementary playground.

Section 2. If the GOCO grant is awarded to the City the City Council approves the Intergovernmental Agreement between the City of Aurora, Colorado, by and through the Parks, Recreation and Open Space Department and Adams-Arapahoe 28J School District for the District to remodel the Yale Elementary playground.

Section 3. 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 4. This resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this ____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Tim Joyce, Assistant City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO AND ADAMS-ARAPAHOE 28J SCHOOL
DISTRICT FOR COOPERATION IN THE ADMINISTRATION OF THE GRANT
FROM GREAT OUTDOORS COLORADO (GOCO) TO PARTIALLY FUND THE
CONSTRUCTION OF THE YALE ELEMENTARY SCHOOL
PLAYGROUND REMODEL PROJECT**

This Agreement is made this _____ day of _____, 2024 between the City of Aurora, Colorado, a home rule municipal corporation and political subdivision of the State of Colorado (the "City"), and Adams-Arapahoe 28J School District, a public school district of the State of Colorado (the "District") (collectively "Parties" and individually a "Party").

RECITALS

WHEREAS, the Yale Elementary School, 16001 E Yale Avenue, Aurora, Colorado, 80013, property is owned by the District; and

WHEREAS, the City has applied for and received a grant from Great Outdoors Colorado, (GOCO) in the amount of \$200,000 to be used for improvements to the playground at Yale Elementary School, 16001 E Yale Avenue, Aurora, Colorado, 80013 (the "Grant"); and

WHEREAS, the District is an ineligible recipient of the Grant and the Parties intend by this Agreement for the City to be the conduit through which the District will receive the benefit of the Grant; and

WHEREAS, Aurora Public Schools Maintenance and Operations Department will be coordinating all construction activities, safety inspections and on-going maintenance for the new playground; and

WHEREAS, the District intends to bind itself to the City for all the City's obligations stated in the Grant; and

WHEREAS, the District intends to convey to the City a limited interest in the real property described in Exhibit "A," which limited property interest shall be for the purposes of satisfying the terms and condition of the Grant.

NOW THEREFORE, in consideration of the mutual promises stated below and other valuable consideration, the Parties hereby agree as follows:

AGREEMENT

1. The City shall use its best efforts to fulfill all the conditions precedent in obtaining the Grant stated in the Grant Agreement. The District will cooperate with the City and provide all documents necessary for the City to fulfill the conditions precedent. The District further assumes all other City liabilities and binds itself to the City for all the City's obligations to GOCO, contained in the Grant Agreement.

2. The City does not assume any obligation to the District to construct, operate, or maintain the improvements contemplated by the Grant.

3. Unless a claim by GOCO arises out of the negligence or other wrongful acts of the City, the District shall be responsible to the City for any claim under the Grant Agreement, in the same manner and extent as the City may be responsible to GOCO.

4. The District shall operate and maintain the improvements contemplated by the Grant Agreement, in accordance with established District policy for playground maintenance. Should any claim for personal injuries, property damage or wrongful death be asserted because of the construction, operation, maintenance, or use of the improvements contemplated by the Grant Agreement, the District shall be responsible for such claim in the manner provided by the Colorado Governmental Immunity Act and the Colorado laws concerning pro-rata liability.

5. By executing this Agreement, the Parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act, do not create a multi-year fiscal obligation, and do not create any other financial obligation not supported by a current appropriation.

6. This Agreement does not create any rights in any individual not a Party to this Agreement.

7. This document, and exhibits, shall constitute the entire Agreement of the Parties.

8. The District hereby grants to the City a limited license in, and right of entry to, the property described in Exhibit "A" for the purposes stated in the Grant Agreement, Exhibit "B", and for no other purpose. Such license and right of entry shall be exercised only in the event the District has failed to comply with the requirements of the Grant Agreement and shall include all rights reasonably necessary, as determined by the City, for the City to enter upon the property and perform its obligations to GOCO under the Grant Agreement. This right includes the ability of the City to use its employees, agents or outside contractors. This license and right of entry further includes the right to enter upon the property with any equipment or vehicles.

9. This Agreement, including the limited right of entry and license, shall terminate simultaneously with the termination of all City obligations under the Grant Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the day and year set forth above.

ATTEST: **ADAMS-ARAPAHOE 28J SCHOOL DISTRICT BOARD OF EDUCATION**

By: _____ By: _____
Kristi Griffith, Assistant Director, Grants and Federal Programs | Dr. Anne Keke, President

Commented [SJ1]: Added correct names

APPROVED AS TO FORM:

By: _____
BRETT JOHNSON, _____
Chief Financial Officer

Commented [SJ2]: Added correct name.

CITY OF AURORA, COLORADO

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

By: _____
TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: GMT Exploration Company, LLC Water Service Agreement (Resolution)
Item Initiator: Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water
Staff Source/Legal Source: Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Rachel Allen, Manager of Client Services, City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

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

Item requires a Public Hearing: Yes No

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

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

Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Rachel Allen, Manager of Client Services, 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: 7/17/2024

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.)*

On July 17, 2024, the Water Policy Committee supported moving an agreement for the delivery of non-potable water between the City of Aurora, acting by and through its Utility Enterprise, and GMT Exploration Company, LLC. forward to Study Session.

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

Per Aurora City Code section 138-154(a), Aurora Water is required to provide water supply to any customers within the City boundaries. An oil and gas development company, GMT, is developing a well pad on the eastern side of the Aurora Highlands development and requires water supply for drilling and development. Aurora Water and GMT negotiated the referenced water supply agreement to allow for non-potable water supply from either the Prairie Waters system or the Sand Creek Reclaimed Water system. Due to seasonal and volumetric restrictions of both systems, Aurora Water also authorized use of water from an alternate source (Barr Lake) as the water from this source **has no impact to Aurora Water's water supply portfolio.**

The GMT Water Supply Agreement includes the following terms:

- Water rates are consistent with those charged to Crestone (in a prior agreement) and increase annually.
- GMT has provided Aurora Water a water supply projection which will occur in early 2025 and agrees to enter into an operations agreement for water supply timing and communication protocols.
- If the City inacts curtailment due to water shortage, GMT will reduce water volume by the same percentage.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

This water service agreement is projected to provide additional revenue to the City of Aurora in the amount of \$2,209,598.87.

ORG: Water Ops Fund Admin (00500) ACCOUNT: Royalties (45991)

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support forward the APPROVAL OF A RESOLUTION for an agreement for delivery of non-potable water between the City of Aurora, acting by and through its Utility Enterprise, and GMT Exploration Company, LLC. to the August 12, 2024 Council meeting?

LEGAL COMMENTS

City Code requires that water used within the City of Aurora be provided by Aurora Water. (City Code Section 138-54(a)). City Code authorizes Aurora Water to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore. (City Code Section 138-28). (Allen)

RESOLUTION NO. R2024- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN AGREEMENT FOR DELIVERY OF NON-POTABLE WATER BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND GMT EXPLORATION COMPANY, LLC

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise (“Aurora Water”) owns and operates a municipal system that provides non-potable water for certain entities within Aurora Water’s service boundary that includes the reusable municipal return flows to the South Platte River, water from the Sand Creek reclaimed water system, groundwater, and/or any other non-potable source as deemed appropriate by Aurora Water and approved for commercial use by the State of Colorado including the Colorado Department of Health and Public Safety; and

WHEREAS, GMT Exploration Company, LLC (“GMT”) is an oil and gas development company developing oil wells within the City of Aurora’s jurisdictional boundary; and

WHEREAS, Aurora City Code section 138-54(a) requires that water used within the City of Aurora be provided by Aurora Water; and

WHEREAS, Chapters 135 (Oil & Gas) and 138 (Utilities) of the Aurora City Code require GMT to enter into a water delivery agreement with Aurora Water prior to commencing authorized activities; and

WHEREAS, Aurora Water and GMT have agreed that GMT shall pay \$4,030.52 per acre foot for non-potable water used in its permitted activities; and

WHEREAS, Aurora City Code section 138-28 authorizes Aurora Water to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore.

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

Section 1. City Council hereby approves the Agreement for Delivery of Non-Potable Water between Aurora Water and GMT Exploration Company, LLC in a form not inconsistent with this resolution.

Section 2. The Mayor and City Clerk are hereby authorized to execute the agreement with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney that are 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:

Ian J Best ^{RLA}

IAN BEST, Assistant City Attorney

Agreement for Delivery of Non-Potable Water (GMT Exploration Company, LLC)

This agreement for delivery of non-potable water ("**Agreement**") is by and between the City of Aurora, Colorado, a municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("**City**"), and GMT Exploration Company, LLC, ("**Customer**"). City and Customer may be referred to as "Party", or together as "Parties".

Recitals

1. City owns and operates a municipal system that provides non-potable water for certain entities within the boundaries of the City, that includes the reusable municipal return flows to the South Platte River, water from the Sand Creek reclaimed water system, groundwater, or any other non-potable source as deemed appropriate by the City and approved for commercial use by the State of Colorado including the Colorado Department of Health and Public Safety ("**Non-Potable Water**").
2. Chapters 135 and 138 of the City Code require Customer to enter into this Agreement prior to commencing authorized activities.
3. Customer has state and local permits for operations within the City boundaries and has use for Non-Potable Water from the City system.
4. City and Customer desire to enter into this Agreement for the delivery of agreed upon quantities of Non-Potable Water to Customer.

Agreement

Now, therefore, for valuable consideration, City and Customer agree as follows:

1. Term of Agreement.

- a) The term of this Agreement will be for a period of five (5) years from the Effective Date unless terminated earlier under the provisions of this Agreement ("**Initial Term**").
- b) Customer may request that this Agreement be extended for one additional five (5) year period beyond the Initial Term ("**Extended Term**"). If Customer desires to extend the Term of this Agreement beyond the Initial Term, Customer shall deliver written notice no less than ninety (90) days prior to the last day of the Initial Term. If the Customer fails to give notice or if the request is not approved by the General Manager of Aurora Water ("**General Manager**"), this Agreement will terminate at 11:59 p.m. of the last day of the Initial Term.
- c) The General Manager may approve the Extended Term only upon the same terms and conditions and only if the City water system has been operating within normal water supply

conditions during the Initial Term pursuant to the current Aurora Water Management Plan ("WMP").

2. Operational Intent. Customer may temporarily store the Non-Potable Water delivered under this Agreement in storage locations within or outside the City's boundaries prior to usage. Storage locations within the City boundaries must be approved by the City prior to usage, which approval must not be unreasonably withheld, conditioned, or delayed. All Non-Potable Water purchased from the City must be used within the City unless otherwise approved by the General Manager on a case by case basis and based on the conditions of water supply and operation of infrastructure.

Customer shall monitor and account for the Non-Potable Water provided and stored under this Agreement and its use at the permitted pad site locations within the City on accounting forms approved by the General Manager. Customer shall monitor and account for all deliveries using City approved and calibrated meters at pad sites and at tap/connection locations to accurately report the amount of Non-Potable Water supplied monthly.

3. Delivery Points. City shall provide delivery access for the Non-Potable Water from locations determined by the City (the "**Delivery Point**" or "**Delivery Points**", as context requires). The Delivery Point(s) as of the Effective Date of this Agreement are set forth on **Exhibit A**. The City, through the General Manager, may authorize new or additional locations in writing from which Customer can obtain Non-Potable Water (each an "**Additional Delivery Point**"). Prior to the use of a Delivery Point and/or Additional Delivery Point, a formalized operations plan must be developed and approved by City staff.

4. Amounts and Delivery Schedule.

- a) Parties must meet annually (prior to April 1) ("**Delivery Schedule Meeting**") to estimate the annual amount of Customer's Non-Potable Water volume requirements and the timing of delivery for the following calendar year ("**Delivery Schedule**"). City shall provide Customer the City's supply projections available at each Delivery Point(s) for the upcoming year. Customer will provide City with updated projected water volume requirements quarterly.
- b) The Customer may adjust the expected Non-Potable Water volume requirements at the Delivery Schedule Meeting as material changes in operational conditions exist, or as Customer's projected operations change. The City will provide to Customer the Non-Potable Water delivery amounts available at each Delivery Point.
- c) Except as described in this Agreement, the City is not obligated to provide water to Customer.

5. **Consideration.**

- a) Customer shall pay Four Thousand Thirty Dollars and Fifty-Two Cents (\$4,030.52) per acre foot (\$12.37/Kgal) for Non-Potable Water delivered to the Delivery Point(s) and/or Additional Delivery Points ("**Unit Rate**"). The Unit Rate will automatically increase on the first day of January for each year during the Term, beginning on January 1, 2025. The Unit Rate will increase by the greater of:
 - (i) the overall recommended "Utility Sales Revenue Increase" for water to be implemented during such year as set forth in a rate study undertaken by City from time to time, or
 - (ii) the rate of one percent (1 %) compounded annually.
- b) **Additional Costs.** The General Manager may adjust the Unit Rate from an Additional Delivery Point and existing Delivery Points if there are added costs. The added costs must pertain solely to the Additional Delivery Point or existing Delivery Point(s). City may include any costs that are under Ten Thousand Dollars (\$10,000.00) without the consent of Customer. Any costs exceeding Ten Thousand Dollars (\$10,000.00) must be agreed upon in writing by both Parties.

The City shall provide Customer with written notice of any increase in Unit Rate due to added costs associated with the Delivery Point. The notice must provide an explanation of the work to be performed and the increase in cost. If the cost exceeds Ten Thousand Dollars (\$10,000.00), Customer will have thirty (30) days to agree in writing.

If no response is given or if Customer does not consent to the increase, then the City may proceed with the work at its own expense.

Any dispute between the parties about a Unit Rate increase at a Delivery Point(s) or Additional Delivery Point will not prevent or affect the delivery of water at any other existing Delivery Point(s) or Additional Delivery Point under this Agreement.

6. **Customer Transmission Responsibility.** Customer is responsible for the transmission or transportation of Non-Potable Water from the Delivery Point(s) or Additional Delivery Point to Customer's storage locations and all other operational locations.
7. **Quantity, Source, and Quality of Water.** Under no circumstances will this Agreement be interpreted to mean that City must supply any specific source of water or quantity of water. City does not warrant or guaranty any water quality standards with respect to the Non-Potable Water to be delivered as provided for under this Agreement and Customer hereby waives any such warranty or guaranty. The quantity delivered to the customer will be at the discretion of City and will be established after the Parties meet at the beginning of first quarter each year.
8. **Curtailment.** Any curtailment or limitation of the delivery of Non-Potable Water under this Agreement ("**Curtailment**") must be in accordance with a "Water Availability Resolution" as declared by City Council or, if required, due to infrastructure or operational issues not addressed in the Water Availability Resolution. If Curtailment is required for operational issues not outlined in the Water Availability Resolution, the City shall notify Customer of the reason for the Curtailment.

If City Council declares a different water availability tier within the City, the General Manager may reduce the volume of available water to the Customer based on the water available in the system as

consistent with the Water Availability Resolution passed by City Council. The City shall provide at least two (2) weeks-notice before there is a change of water available to the Customer. Such reduction is intended to be:

- (i) consistent with the curtailment of other City water customers;
- (ii) consistent with recommendations approved by the City Council;
- (iii) consistent with the Water Availability Resolution; or
- (iv) due to a force majeure event as defined in this Agreement.

If the City invokes Curtailment within the City in accordance with the Water Availability Resolution, or otherwise, the City may reduce the volume of available Non-Potable Water to the Customer in accordance with the same restrictions, and not in excess of, those applied to other irrigation water customers.

The City will provide a quarterly update on the status of City water supply including any impending Curtailment to allow Customer to identify other sources of water for its operations. If Curtailment is enacted by the City, Customer may utilize other water sources from outside the City limits for its operations for the period of the Curtailment and the equivalent volume associated with the Curtailment. If City terminates the Curtailment, Customer will have two weeks to return to full use of City's available Non-Potable Water. If an infrastructure outage impacts the Delivery Point(s) or Additional Delivery Points, Customer may utilize other water sources from outside the City limits for its operations for the period of the outage and the equivalent volume associated with the outage.

9. **Other Water Sources.** If the City is unable to meet Customer's water supply needs at the Delivery Points or Additional Delivery Points, then Customer may use another water source (as identified in Appendix A) or may request approval from the General Manager to use a different source as allowed by City Code. The approved source must not negatively impact the City of Aurora water supply or drought protection supply. Customer must request approval to use a different water source in writing. The General Manager shall respond within two weeks of the date of the request unless the Parties mutually agree that a longer time period for due diligence is necessary for City approval. If the General Manager does not approve or reject the request within two weeks of receipt (or the mutually agreed upon time) then the request shall be deemed approved. The General Manager shall not unreasonably withhold approval for Customer's request to use a different water source.
10. **Payment Terms.** City will bill the Customer monthly for any Non-Potable Water delivered under this Agreement during the preceding month, based on meter readings to be taken by City at the Delivery Point(s) and/or Additional Delivery Points. Each invoice must establish the actual volume of Non-Potable Water delivered. The Customer shall pay all such invoices within twenty (20) days of the date of the invoice and all late payments will bear interest at an annual rate of twelve percent (12%). City's failure to invoice Customer will not excuse Customer's obligation to make payment under this Agreement. In the event that an invoice is in arrears due to the delay of the City, no interest will accrue until twenty (20) days have passed after the invoice is received by Customer.
11. **Non-Assignability and No Subleases.** Customer may only assign or delegate rights under this Agreement to a subsidiary or other affiliate. Except as provided above, the Parties may not assign their rights or delegate their duties.

12. **No Rights Conferred.** This Agreement does not confer water rights upon Customer. This Agreement does not enable Customer to make claim against City for any of City's water or other raw water, except as described. Customer further acknowledges that its rights under this Agreement are subject to the statutory prohibition against vesting of a continued right to use the Water and that this Agreement is subject to the limitations set forth in C.R.S. § 31-35-201.
13. **No Opposition to City in Water Court Matters.** From the Effective Date of this Agreement and for the Initial or Extended Term, Customer shall not oppose City in any Colorado Water Court applications filed by City except to assert injury to a vested or conditional water right.
14. **Entire Agreement of the Parties.** This Agreement along with all exhibits attached and incorporated herein represent the entire agreement of the Parties and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants and warranties concerning the subject matter hereof, are merged in this Agreement.
15. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties.
16. **Failure to Perform Due to Force Majeure.**
 - a) Subject to the terms and conditions in this Paragraph, no Party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that:
 1. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the force majeure;
 2. the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and
 3. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the force majeure event or condition.
 - b) Force majeure means any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation:
 1. changes in federal or state law, or administrative practice concerning water rights administration, water quality or stream flow requirements,
 2. changes in state water rights administrative practice concerning the reuse of reclaimed water through leases to others for use at locations outside the City limits, including, but not limited to, challenges to retained dominion and control,
 3. acts of God,
 4. sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes,
 5. sabotage, vandalism beyond that which can be reasonably prevented by the Party,
 6. terrorism, eco-terrorism, war, riots, fire, explosion, blockages, insurrection, epidemics, pandemics, protests,
 7. bans, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group),
 8. severe weather, snow, other extreme weather conditions,

9. actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance,
 10. inability, despite due diligence, to obtain required licenses, permits, approval or water supplies, and,
 11. changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises, and
 12. drought.
- c) In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this Agreement beyond its stated term. The Parties may re--negotiate authorized water delivery sources and obligations during a force majeure event.
- d) Cooperation under Force Majeure. Should there be evidence of force majeure that may affect or has affected the ability of any Party to meet their obligations under this Agreement, the Parties agree to meet and negotiate in good faith any modifications to this Agreement to ensure a reasonable and coordinated response to such force majeure with the goal of forestalling a force majeure event.

17. Sole Obligation of Utility Enterprise.

- a) This Agreement does not constitute a general obligation or other indebtedness of the City of Aurora ("Aurora"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of Aurora.
- b) In the event of a default by the City of any of its obligations under this Agreement, Customer will have no recourse for any amounts owed to it against any funds or revenues of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in Aurora Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the water system and all debt service and reserve requirements of any bonds, notes or other financial obligations of the City secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement will be construed as creating a lien upon any revenues of the Utility Enterprise or Aurora.

18. Miscellaneous.

- a) Intent of Agreement. This Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to and will not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of City, Customer, or any other entity not a party hereto.
- b) Severability. If any portion, part or provision of this Agreement is held invalid, illegal or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the portion, part or provision, held unenforceable, in valid or illegal will be changed and interpreted so as to best accomplish the objective of such unenforceable or invalid portion and the intent of the Parties, and such portion, part or provision will be reformed, and

enforced to the maximum extent permitted by law. If such provision cannot be reformed, it will be severed from this Agreement and the remaining portions of this Agreement will be valid and enforceable.

- c) **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party will not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.
- d) **Multiple Originals.** This Agreement may be executed in any number of counterparts, each one of which will be deemed an original, but all of which constitute one Agreement. Scanned or faxed signatures will be accepted as originals.
- e) **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.
- f) **Notice.** All notices or other communications ("**Notices**") must be in writing and given by:
 - 1. established express delivery service which maintains delivery records requiring a signed receipt,
 - 2. hand delivery, or
 - 3. certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the Parties may designate by Notice in the above manner.

To City: City of Aurora
 26791 E. Quincy Ave
 Aurora, CO 80016
 Attn: General Manager, Aurora Water

With copy to City of Aurora
 15151 East Alameda Parkway, Suite 5300
 Aurora, CO 80012-1555
 Attn: City Attorney

To Customer: GMT Exploration Company LLC
 4949 S. Niagara St. Suite 250
 Denver, CO 80237

- g) **Governing Law and Venue.** This Agreement and its application will be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue will be in the District Court for Arapahoe County, Colorado.
- h) **No Attorneys' Fees.** In the event of any litigation, mediation, non-binding arbitration or other dispute resolution process arising out of or related to this Agreement, each Party is

responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

- i) No Construction Against Drafter. This Agreement was drafted by City with review and comment from the attorney for Customer. Accordingly, the Parties agree the legal doctrine of construction against drafter will not be applied should any dispute arise concerning this Agreement.

- 19. **Effective Date.** The "**Effective Date**" of this Agreement is the date the last Party has executed this Agreement.
- 20. **General Indemnity.** Customer shall indemnify, defend and hold harmless City from and against all third-party claims to the extent relating to Customer's operations under this Agreement, not including claims or damages caused by the negligence, willful misconduct, or malicious acts or omissions of City, its agents, representatives, or contractors.
- 21. **No Operating Obligation.** Nothing in this Agreement will be deemed or construed as creating any obligation on City to operate its facilities in any particular manner so long as City complies with the express terms of this Agreement.
- 22. **Subordination Clause.** This Agreement is expressly subordinate to any present use of water supply for municipal purposes within the City, or to meet contracted water delivery obligations of City entered into prior to the Effective Date of this Agreement.
- 23. **Remedies for Customer's Monetary Default.**
 - a) Suspension of Deliveries. If Customer does not timely satisfy any of its payment obligations under this Agreement, City may give Customer a notice of default. If Customer does not cure the default by making full payment within seven (7) business days from receipt of the default notice, City may in addition to pursuing any other remedies available to them at law or in equity may suspend deliveries to Customer.
 - b) Termination of Agreement. If Customer fails to cure the default within forty-five (45) days from receipt of the default notice described above, then City may, in addition to pursuing any other remedies available to them at law or in equity, terminate this Agreement.
- 24. **Limitation in Damages.** Neither Party is entitled to recover any special, consequential or punitive damages for the other Party's breach of this Agreement.

Signatures on Following Pages

City of Aurora, Colorado,
acting by and through its
Utility Enterprise

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved by:



7/22/2024

Marshall Brown, General Manager
Aurora Water

Date

Approved as to form for Aurora:

Ian J Best

7/18/2024

24033163

Ian Best, Assistant City Attorney

Date

ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____

Notary Public

My commission expires: _____

(Seal)

GMT Exploration Company, LLC

D.M. Snow 6/24/24
Signature Date

DENNIS SNOW
Name

VP Operations
Title

State of Colorado)
County of Denver) ss

The foregoing instrument was acknowledged before me this 24th day of June, 2024, by Dennis Snow, as VP Operations of GMT.

Witness my hand and official seal [Signature]

Notary Public

My commission expires: 10/14/2027

(Seal)

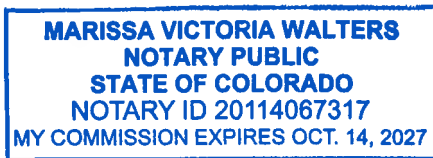


Exhibit A

To Agreement for Delivery of Non-Potable Water Delivery Points

1. Prairie Water Connection

Location: Approximately 6th and Powhatan Rd (northeast corner of intersection).

Availability: This source is generally available October through March. Specific operations constraints may limit availability during these times.

Flow Rate: Flow rate range 0.5 MGD to 4 MGD when operational. Flow rate dependent on other system obligations and will be refined in the annual operations plan.

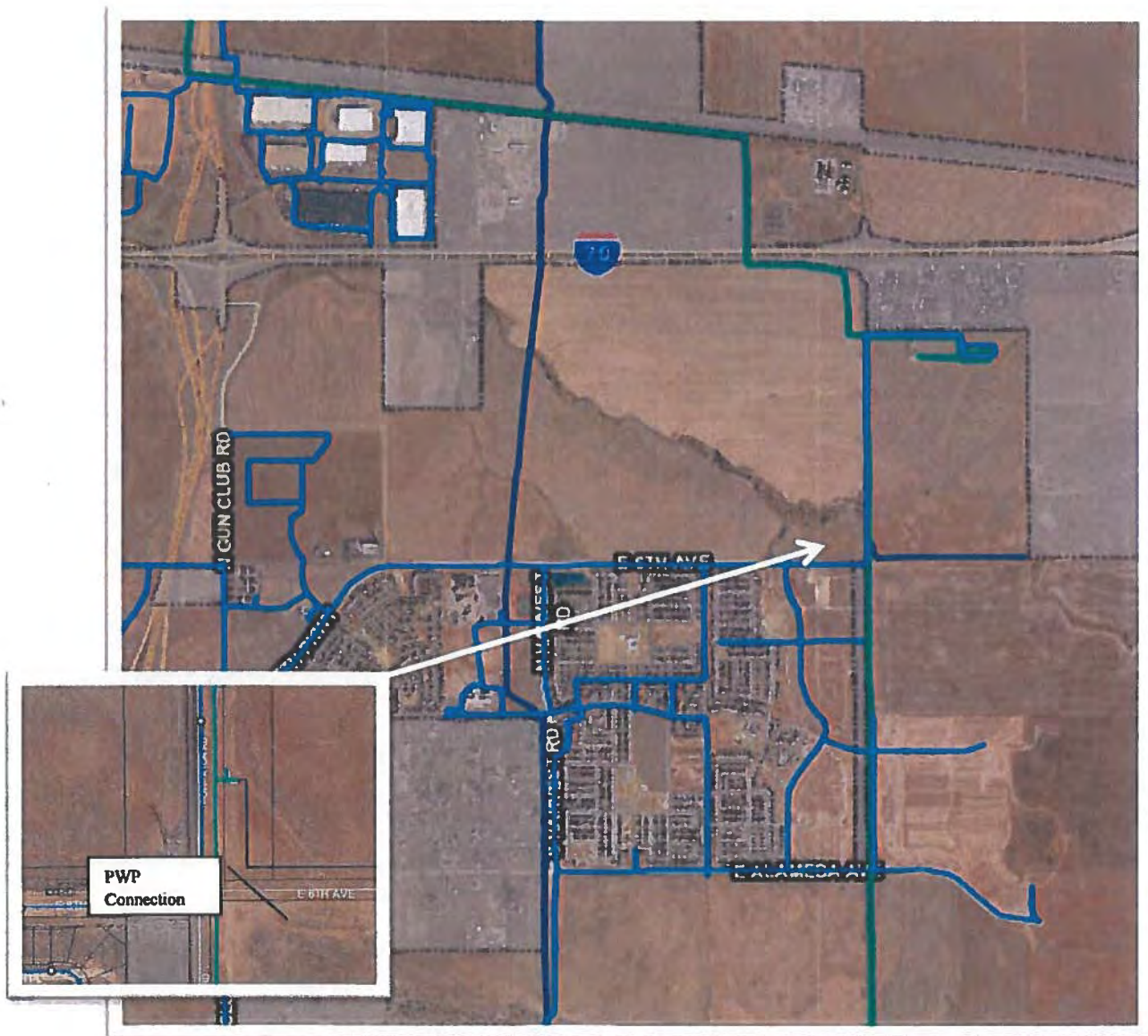


Exhibit A

To Agreement for Delivery of Non-Potable Water
Delivery Points

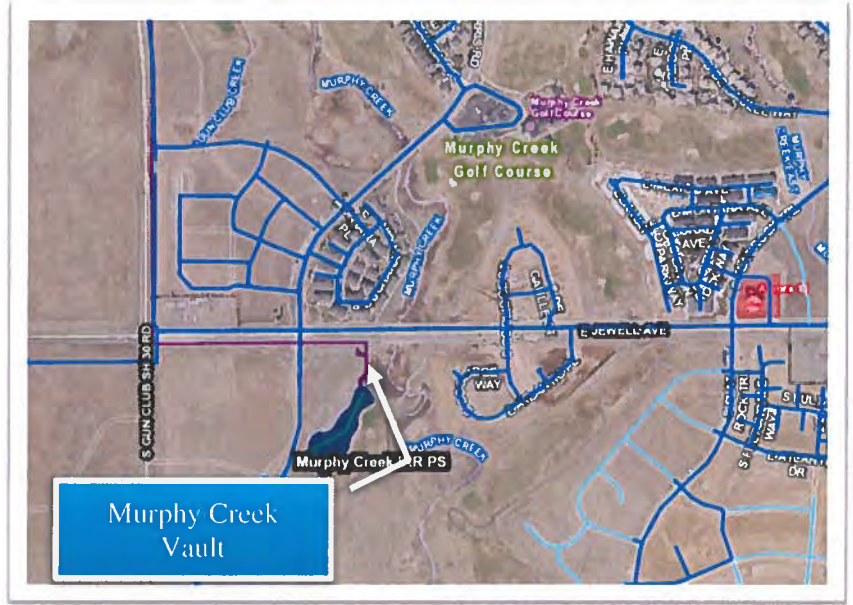
2. Sand Creek Water Reclamation Facility Delivery Point(s)

Murphy Creek Vault

Location: Approximately one-quarter mile south and east of the intersection of Jewell Avenue and Gun Club Road.

Availability: This source is generally available October 15 through March 15. Specific operations constraints may limit availability during these times.

Flow Rate: Flow rate range 1 MGD to 5 MGD when operational. Flow rate dependent on other system obligations and will be refined in the annual operations plan.



Aurora Sports Park Pond

Location: Approximately 1.5 miles east of Airport Blvd on Colfax Avenue, in the Aurora Sports Park, south of the fields.

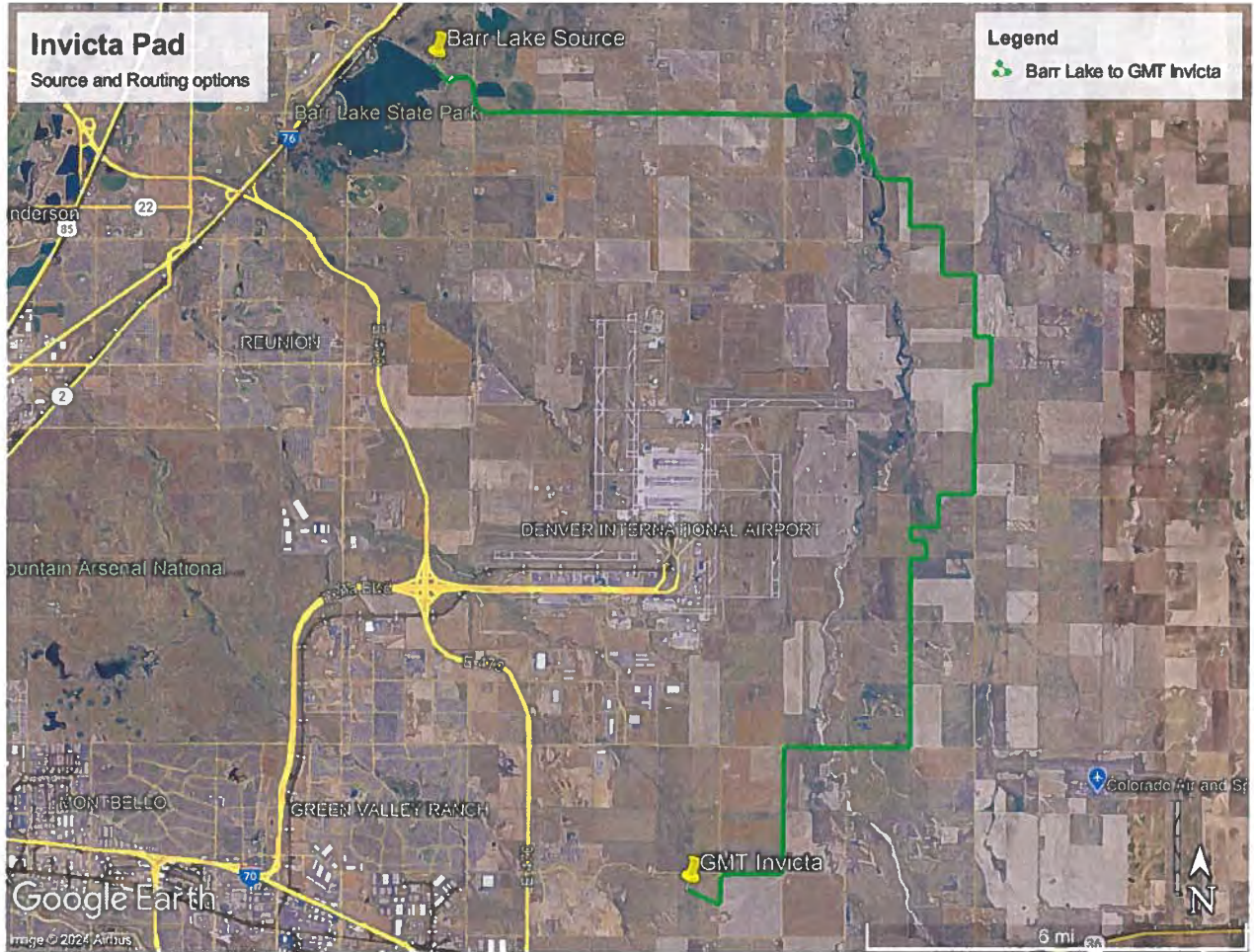
Availability: This source is generally available October 15 through March 15. Specific operations constraints may limit availability during these times.

Flow Rate: Flow rate range 1 MGD to 5 MGD when operational. Flow rate dependent on other system obligations and will be refined in the annual operations plan.

Special Condition: This option will require Aurora PROS department approval and coordination for layflat lines and associated pumps. This condition has not yet been discussed with PROS.

Other Water Sources

GMT may procure water from the Barr Lake Source, as identified in the figure below, to supplement any water provided by the City of Aurora, up to the total requirements for the project.





CITY OF AURORA

Council Agenda Commentary

Item Title: Eastgate Extraterritorial Water Service Agreement (Resolution)
Item Initiator: Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water
Staff Source/Legal Source: Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

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

Item requires a Public Hearing: Yes No

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

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

Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 7/17/2024

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.)

On July 17, 2024, the Water Policy Committee supported moving an Extraterritorial Water Service Agreement with the Eastgate Development forward to Study Session.

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

The proposed Eastgate residential development, currently not annexed to Aurora but within the Planning Area Boundary, has requested water and sewer service from Aurora. The development will include up to 1,000 single family residential properties. The development is located south of I-70 and west of Monaghan Road. Water service can be provided from the recently installed 30" diameter waterline on the west side of the property and sewer can be provided by the 24" diameter sewer line at the intersection of Powhatan Road and 6th Avenue.

Aurora Water identified the following benefits to providing this service:

- Aurora Water will be dedicated the groundwater rights beneath the entire property
- The development will be required to adhere to Aurora Water's water conservation requirements
- Aurora Water has an agreement with the property owner whereby the easement for the 30" water transmission line on the west side of the property will be dedicated to the City should the extraterritorial agreement be approved by City Council. If the agreement is not approved, Aurora Water will owe the developer the cost of the easement which is currently being held in escrow \$359,945.00.

The proposed agreement also includes the following terms:

- Public main extensions to serve the site would be the responsibility of the developer
- Service connections would be subject to connection fees and monthly rates outside the annexed boundary equal to 1.5 times the standard fees and rates at the time of service request.
- Adherence to the City's Water Management plan and corresponding restrictions.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

If the agreement is approved, the water service agreement is projected to provide 1.5 times the standard fees and rates

ORG: Water Development Fund Admin (00505)

ACCOUNT: Util Fees-Tap (45760)

ORG: Sewer Development Fund Admin (00515)

ACCOUNT: Util Fees-Tap (45760)

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.)

If the agreement is not approved, funding for the permanent easement will be from the Capital Improvement Program, Water Fund in the amount of \$359,945.00.

ORG: New T&D Water Mains (52416) ACCOUNT: Land Purch-Perm Easements (67220)

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support moving the APPROVAL OF A RESOLUTION of the City Council regarding an extraterritorial water service agreement with Eastgate Development forward to the August 26, 2024 Council meeting?

LEGAL COMMENTS

The City has the legal authority to contract to furnish water, sanitary sewer, and irrigation services outside the City limits at 150% of the rates and fees charged to residents of Aurora. (City Code Sections 138-223(d) and 138-327(b)). Aurora Water is authorized to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore. (City Code Section 138-28). (Allen)

RESOLUTION NO. R2024- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL’S APPROVAL OF AN EXTRA-
TERRITORIAL WATER SERVICE AGREEMENT

WHEREAS, Sharon Lee Dowhan and Property 292, LLC, a Colorado limited liability company (jointly, and referred to together as the “Landowners”) are in the process of entitling and developing a certain property that is proximate to the City of Aurora’s municipal boundary but within the planning area boundary (the “Eastgate Development”) and have approached the City of Aurora, acting by and through its Utility Enterprise (“Aurora Water”) to request extra-territorial water and sanitary sewer service through an Agreement for Extraterritorial Water and Sanitary Services; and

WHEREAS, the Eastgate Development intends to serve a maximum of one-thousand (1,000) residential units, and a maximum general commercial density of 385,000 square feet, together with related amenities, public and private improvements located outside the City of Aurora, in Arapahoe County, Colorado; and

WHEREAS, in connection with the Eastgate Development, Landowners anticipate creating districts, as that term is used in relevant Colorado Revised Statutes, to cause the financing, design and construction of necessary water and sewer systems and the Landowners have the legal authority to take necessary actions to create such districts; and

WHEREAS, Aurora Water has determined that water and sewer service can be provided to the Eastgate Development from existing potable waterlines and sewer lines, respectively, and that hydraulic testing indicates that surrounding Aurora residents will not see negative impacts in relevant services; and

WHEREAS, Landowners have agreed to dedicate the groundwater rights below the Eastgate Development to Aurora Water, adhere to all Aurora Water conservation requirements, including but not limited to the City’s “Turf Ordinance” (Aurora City Code section 138-191, as amended) and any and all drought restrictions, pay 150% of rates and fees applicable to the Project and dedicated all necessary property interests to the City of Aurora; and

WHEREAS, the provision of services to the Eastgate Development constitute an economical, dependable, and beneficial means to provide such services that also serve a public purpose and promote the health, safety, and general welfare of the residents of the City of Aurora and future Eastgate Development residents, respectively; and

WHEREAS, the City has the legal authority to contract to furnish water, sanitary sewer, and irrigation services outside the City limits at 150% of the rates and fees charged to residents of Aurora (Aurora City Code sections 138-223(d) and 138-327(b)); and

WHEREAS, the City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203); and

WHEREAS, Aurora Water is authorized to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore (Aurora City Code section 138-28); and

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

Section 1. The Agreement for Extraterritorial Water and Sanitary Services between Aurora Water and Sharon Lee Dowhan and Property 292, LLC, a Colorado limited liability company 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. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents as necessary to implement the intent of this resolution.

RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best

RLA

IAN BEST, Assistant City Attorney

**Agreement
for Extraterritorial Water and Sanitary Sewer Services
(Property 292, LLC and Sharon Lee Dowhan)**

This Agreement for Extraterritorial Water and Sanitary Sewer service (“**Agreement**”) is entered into this ____ day of _____, 2024 (“**Execution Date**”), by and among the following parties: the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise; and Sharon Lee Dowhan, and individual landowner and Property 292, LLC, a Colorado limited liability company.

Recitals

A. Initially capitalized words and phrases used in this Agreement have the meanings set forth in Section 1 below, which defined terms and definitions are incorporated into and made a part of this Agreement.

B. As of the Execution Date, Sharon Lee Dowhan and Property 292, LLC, a Colorado limited liability company (jointly, and as defined below “Landowners”) are in the process of entitling and developing certain property in Arapahoe County, Colorado (the “**County**”) that is proximate to the City’s municipal boundaries and within the Planning Area Boundary (as specifically described in Exhibit A, the “**Property**”), together with the unadjudicated groundwater rights underlying the Property and three (3) domestic wells on the Property (as described in Exhibit B, the “**Groundwater Rights**”).

C. Landowners are entitling and developing a mixed-use project, which is currently under review by Arapahoe County under the “Eastgate - General Development Plan” attached as Exhibit C for a maximum of one-thousand (1,000) residential units, and a maximum “General Commercial Density” of 385,000 square feet, together with related amenities, public improvements and private improvements (the “**Project**”).

D. The Signatories have determined that it is feasible for the City to provide extraterritorial water and sanitary sewer services to support full build-out of the Project in compliance with the City Code and Rules and Regulations, subject to City and Utility Enterprise water conservation and irrigation water requirements, and otherwise upon the terms and conditions set forth in this Agreement (“**Services**”).

E. The Landowners have the legal authority to provide services and functions within and for the benefit of the Property and the Project, including, *inter alia*, causing the financing, design and construction of and/or acquiring the Water Infrastructure and the Sanitary Sewer Infrastructure required to enable the City to deliver the Services (collectively, and as conceptually depicted in Exhibit D, the “**Water and Sewer System**”), to enter into this Agreement..

F. In connection with development of the Project, Landowners anticipate creating Districts to cause the financing, design and construction of the Water and Sewer System, and the Landowners have the legal authority and have taken such actions as may be required under their governance

documents to authorize execution of, and to legally bind themselves to perform their obligations under, this Agreement.

G. Pursuant to City Code Sections 138-223(d) and 138-327(b) and other applicable Rules and Regulations, City Council has the legal authority to contract to furnish water, sanitary sewer, and irrigation services outside the City limits and, acting in its legislative capacity as the governing body of the City and of the Utility Enterprise, City Council has taken such actions as may be legally required to authorize execution of, and to legally bind City Council, the Utility Enterprise and the City to perform their respective obligations under, this Agreement.

Agreement

In consideration of the foregoing, the covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Signatories agree as follows:

1. Definitions. The following terms used in this Agreement shall have the meanings set forth below:

- i. **“Allocation Agreement”** has the meaning stated in Section 16.
- ii. **“City”** means the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe and Douglas, and to the extent the City acts by and through its Utility Enterprise, the Utility Enterprise, together with its successors and assigns.
- iii. **“City Code”** means the Aurora City Code, as amended.
- iv. **“City Council”** means the City Council of the City of Aurora.
- v. **“Commercial District”** means, together with its successors and assigns except as this Agreement otherwise provides, the to be formed Eastgate Metropolitan Districts 1-6, quasi-municipal corporations and political subdivisions of the State of Colorado.
- vi. **“County”** has the meaning stated in Recital B.
- vii. **“C.R.S.”** means the Colorado Revised Statutes, as amended.
- viii. **“Customer(s)”** means Owners and, as applicable, homeowners association(s), a District and other parties who connect to the Water and Sewer System and are consumers of the Services.
- ix. **“Customer Facilities”** means service pipelines, plumbing and related appurtenances necessary and appropriate to deliver potable and non-potable (as applicable) water, sewer and irrigation services from the point of connection from the Water and Sewer System to Customers.
- x. **“Dedicate(d)/Dedication”** means, the conveyance of land (whether fee ownership, easement rights, or other real property interests and lesser estates therein) and/or public

improvements to the City, to a District, or to another appropriate governmental or quasi-governmental entity for a specified purpose.

- xi. **“Developer(s)”** means, individually or collectively, entities which are in the business of acquiring, owning, financing, developing, improving, retaining and/or selling, exchanging, or otherwise disposing of real property and, with respect to particular Site(s), are causing the development of public improvements, related infrastructure and/or or vertical improvements within or benefiting such Site to be performed.
- xii. **“District(s)”** means, individually or collectively as the context dictates, the to be formed Eastgate Metropolitan Districts 1-6, Residential and/or Commercial Districts.
- xiii. **“Effective Date”** has the meaning set forth in Section 2.
- xiv. **“Execution Date”** has the meaning set forth in the introductory paragraph of this Agreement.
- xv. **“Exhibit(s)”** means, individually or collectively as applicable, the following exhibits to this Agreement, each of which is incorporated by reference into and made a part of the Agreement:
 - Exhibit A – Description of the Property
 - Exhibit B – Description of the Groundwater Rights
 - Exhibit C – Arapahoe County General Development Plan Application for the Property
 - Exhibit D – Conceptual Depiction of Water and Sewer System
 - Exhibit E – Form of Groundwater Deed
 - Exhibit F – Form of Water Service Agreement
 - Exhibit G – Form of Allocation Agreement
- xvi. **“Final Acceptance”** means the City’s undertaking of full responsibility for all ownership, operations, maintenance, repair, and capital replacement obligations with respect to Dedicated land (or real property interests and estates therein) and, upon expiration of the applicable warranty period and resolution of warranty matters, if any, arising during the period of Initial Acceptance, public improvements that have been Dedicated.
- xvii. **“Groundwater Rights”** has the meaning stated in Recital B.
- xviii. **“Integrated Water Master Plan”** means the City’s master plan, as may be amended from time to time, documenting short-term and long-range planning for the provision of water services within the City.
- xix. **“Initial Acceptance”** means the City’s Acceptance of ownership of and maintenance responsibility for public improvements that have been Dedicated subject to the applicable warranty period and resolution of any warranty matters arising during such warranty period and prior to the City’s Final Acceptance.

- xx. **“Landowner(s)”** means, individually or collectively as the context dictates, the fee owner(s) of the Property or specific Sites therein from time to time; provided, however, that no Owner solely by virtue of owning a developed Site and/or any structure(s) located on such Site for which a certificate of occupancy has been issued, and no individual solely by virtue of having an interest in a parcel of real property for purposes of holding a seat on the board of directors of a District, will be construed to be a Landowner or to have incurred any obligation or liability under the Agreement with respect to the design, financing, construction, operation, maintenance or Dedication of the Water and Sewer System and matters related thereto. As of the Effective Date, Property 292, LLC and Sharon Lee Dowhan are the sole Landowners.

- xxi. **“Owner(s)”** means, individually or collectively, with respect to a developed Site and/or any structure(s) located thereon for which a certificate of occupancy has been issued, a non-Developer owner of such Site and/or structure(s), whether such person or entity owns the Site and/or structure(s) for investment purposes, is occupying it, or is leasing it to one or more third parties.

- xxii. **“Party(ies)”** means, individually or collectively as the context dictates, the Signatories and their respective successors and assigns; provided, however, no Owner will be construed to be Party to or to have any obligation or liability under the Agreement except with respect to the obligation to execute a Water Service Agreement.

- xxiii. **“Planning Area Boundary”** means the area the City considers in its Integrated Water Master Plan, including but not limited to areas currently annexed into the City and areas adjacent to the City that may be annexed in the future.

- xxiv. **“Property”** has the meaning stated in Recital B.

- xxv. **“Project”** has the meaning stated in Recital C.

- xxvi. **“Record(ed/ing)”** means to file, having been filed or appearing in the real property records of the Arapahoe County Clerk and Recorder’s office.

- xxvii. **“Residential District”** means, together with its successors and assigns except as the Agreement otherwise provides, the to be formed Eastgate Metropolitan Districts 1-6, quasi-municipal corporations and political subdivisions of the State of Colorado.

- xxviii. **“Rules and Regulations”** mean the rules and regulations adopted by the City, as may be supplemented or amended from time to time, which govern the provision of the Services, subject to the terms and conditions of this Agreement. The term Rules and Regulations as used herein specifically includes Specifications (defined below).

- xxix. **“Sanitary Sewer Infrastructure”** means, excluding Customer Facilities, all sanitary sewer mains, collection lines and, if applicable, lift stations, force mains, communications infrastructure, treatment facilities and related Public Improvements, together with associated Dedications, that are necessary or desirable to deliver sanitary sewer service to support development and occupancy of vertical improvements within

the Project upon connection to the Municipal Facilities and the City’s Initial Acceptance of such infrastructure improvements.

- xxx. “**Services**” has the meaning stated in Recital D, which expressly does not include the construction, maintenance, or operation of storm water facilities and services to the Property.
- xxx.i. “**Site(s)**” means, individually or collectively, a specifically described area of land, whether developed or undeveloped, which may be a lot, an aggregation of lots and blocks, one or more planning areas, or any other form of designation or combination of designations of specifically described areas of land that are otherwise eligible to be developed under the terms of Rules and Regulations, and applicable law.
- xxx.ii. “**Signatory(ies)**” means, individually or collectively, the City, Sharon Lee Dowhan and Property 292, LLC, but expressly excludes their respective successors and assigns.
- xxx.iii. “**Specifications**” means the City’s Water, Sanitary Sewer & Storm Drainage Infrastructure Standards & Specifications, as may be supplemented or amended from time to time, or as context requires other applicable City specifications, as may be supplemented or amended from time to time.
- xxx.iv. “**UDO**” means, as amended, the City’s Unified Development Ordinance.
- xxx.v. “**Utility Enterprise**” means, as defined in the City Code, the utility enterprise owned by the City and referred to as “Aurora Water”.
- xxx.vi. “**Water and Sewer System**” has the meaning stated in Recital E.
- xxx.vii. “**Water Infrastructure**” means, excluding Customer Facilities, all water mains, distribution lines and related Public Improvements, together with associated Dedications, that are necessary or desirable to deliver water service (including irrigation water) to support development and occupancy of improvements within the Project upon connection to the Municipal Facilities and the City’s Initial Acceptance of such infrastructure improvements.
- xxx.viii. “**Water Service Agreement**” has the meaning stated in Section 16.

2. Effective Date. Notwithstanding any earlier Execution Date, the Parties will have no obligations or liabilities pursuant to this Agreement with respect to constructing the Water and Sewer System and providing the Services prior to the date on which the Groundwater underlying the Property is deeded to the City and Recorded (“**Effective Date**”).

3. Exclusive Service.

- i. Service Connection. There will be a maximum of one-thousand (1,000) single-family residential units, and 385,000 gross leasable square feet of commercial uses, for service connections to be serviced by the Water and Sewer System as well as all reviewed and approved common area and irrigation water connections.

- ii. Water Use Planning. As a condition of the City’s provision of Services, the Water and Sewer System must be planned and designed such that the provision of water for residential, commercial, and irrigation purposes conforms with the City’s Integrated Water Master Plan including but not limited to the provision that water supply on a per acre basis shall not exceed 720 gallons per day.
- iii. Irrigation Covenant. As a condition of the City’s provision of Services, the Water and Sewer System must be designed and constructed to comply with all applicable Rules and Regulations, including but not limited to, with respect to irrigated landscaped areas within each individual single-family lot, City Code Section 138-191 and the UDO. All landscaped areas not designated as functional active space, including residential front yards, shall be designed using only water-wise plant materials. These areas will be allocated 9.5 gallons per square foot per year. Cool season turf will be allocated 17.5 gallons per square foot per year and is limited to areas that provide functional active spaces. Functional active spaces are defined as spaces within common community areas for gathering, active recreation, pet parks, youth play areas and residential backyards. In areas defined as functional active spaces herein, turf shall be limited in quantity in accordance with the UDO and City Code Section 138-191. All other Rules and Regulations and the City’s Water Management Plan shall apply to the Project. If there is ever a conflict between this Agreement and the Rules and Regulations, the directive requiring and resulting in lesser water use shall govern. The City reserves the right to contract for Services being provided to the Property pursuant to this Agreement at any time upon the sole discretion of the General Manager of the Utility Enterprise. Prior to installation of any landscaping for an individual single-family lot, the applicable Developer or Customer shall secure a lawn and sprinkler permit from the City. Such permit must comply with the terms and conditions of both the Water Service Agreement and Allocation Agreement.
- iv. County Regulations. Should a conflict arise between the City Code and Rules and Regulations and any County code or regulation pertaining to the Project, the City Code, the Rules and Regulations, and the terms and conditions of this Agreement shall control.

4. Infrastructure Conveyance. From and after the Effective Date, the Landowners will coordinate with the Districts and/or Developers to construct (or cause to be constructed) and convey to City the Water and Sewer System for the purposes of and pursuant to the provisions of this Agreement. The Districts and/or Developers shall obtain and convey all necessary utility easements, licenses, or other property interests held or owned by Landowners or Developer, or hereafter acquired by Landowners or Developer, as are required to accommodate City’s operation and maintenance of the Water and Sewer System. Easements, fee property interests and licenses acquired by Developers and/or the Districts will be consistent with the Utility Enterprises’ and the City’s Real Property Department’s existing standards, specifications and requirements as necessary for access to provide Services to the Property, as reasonably negotiated by the City and Developers and subject to any easements, covenants and matters of record, provided that such matters of record do not (a) negate, infringe or impair the functionality of the facilities, (b) unreasonably interfere with the use or purpose of the easements, (c) unreasonably interfere with any ability to maintain any facilities thereunder, or (d) otherwise create an unreasonable liability for the City. All licenses, easements, and fee property interests obtained by the Districts and/or

Developers pursuant to this Agreement shall be acquired such that they are transferrable and/or assignable to City upon Initial Acceptance of the Water and Sewer System. All fee property interests, easements and licenses shall permit sufficient access such that Aurora can maintain, operate and deliver Services through the Water and Sewer System.

Landowners and Developer shall Dedicate to the City all necessary utility easements, licenses and fee property interests (all without physical limitations associated therewith that would unreasonably prevent the purpose thereof, including no trees, or negate, infringe or impair the functionality) needed for water and sewer infrastructure to serve the Property from the County. The Districts and Developers shall develop and provide to the City for review prior to platting of the Property a master utilities plan if required by the City. The master utilities plan will describe collection facilities and distribution facilities.

The Landowners, Districts and Developers shall reasonably cooperate with the City and be financially responsible for any and all additional easements, licenses, or other property interests required to enable City to perform its obligations under this Agreement, including, without limitation, real property for water and sewer infrastructure. If City recommends, or the Districts or Developers require, that the location of any easements or other property interests be adjusted, the Parties agree to cooperatively work together on relocating easements (and any water facilities that may exist therein or that may be affected by the relocation). If a relocation is required, the Districts or Developers will be responsible for such relocation cost.

The Water and Sewer System shall include all improvements and facilities necessary and appropriate to provide the Services under this Agreement. The Water and Sewer System, the rights-of-way and any other rights of Developers and the Districts with respect to the Water and Sewer System shall not be used by the City or any party acting by, through or under the City in such a manner as to increase any liabilities or obligations of Developers or the Districts under this Agreement and/or the terms and conditions hereof.

Landowners, Developers and the Districts further agree to grant reasonable easements or licenses to the City in open space tracts, landscape tracts or other non-developable portions of the Property (meaning, for purposes hereof, areas other than the lots used for residential purposes) as reasonably designated by Landowners, Developers and the Districts and as needed by the City for the drilling of water wells on the Property in severe drought situations (it being the intent that the City intends to conserve such water represented by the Groundwater Rights and only utilize the same if and to the extent needed for severe drought situations) with respect to the Groundwater Rights conveyed by Landowners to City hereunder. Landowners and the City agree to reasonably cooperate with one another during the entitlement of the Property to designate any such areas for wells, including accounting for the same in any open space agreements.

5. Groundwater Rights. Landowners affirm they own the Groundwater Rights defined in Exhibit B as of the Execution Date of this Agreement.

6. Groundwater Rights Conveyance. The Landowners will convey the Groundwater Rights to the City utilizing substantially the form of special warranty deed set forth in Exhibit E upon execution of this Agreement.

Effective at the time of the conveyance of the Groundwater Rights from Landowners to the City, Landowners grant in perpetuity to the City the sole and exclusive right to claim, own, withdraw, appropriate, and use any and all water within all non-tributary and not non-tributary aquifers underlying the Property. Landowners shall irrevocably consent in perpetuity, pursuant to C.R.S. Section 37-90-137(4), as now existing or later amended, to the withdrawal, appropriation, and use, reuse and use to extinction by the City of all such non-tributary and not non-tributary ground water underlying the Property, and agrees to execute any additional or supplemental consents thereto that may be required for the City to withdraw, appropriate, or use said water.

Notwithstanding the provisions of this Agreement regarding Groundwater, Landowners and the City will execute a “Domestic Well Use Agreement” allowing Landowners to utilize the existing domestic wells on the Property until development of the Property commences. The Domestic Well Use Agreement shall address the conveyance of the wells to the City upon either expiration or termination of the Domestic Well Use Agreement. City will not require Landowners to make any payments to the City for use of such wells, the City will not be responsible for the operation or maintenance of the wells, and the terms and period of use will not unreasonably restrict or burden the habitation and use of the Property until such time as construction commences.

7. No Drilling of Wells. Except for the City’s rights as set forth above pursuant to any easements or licenses as granted to the City, the drilling of water wells on the Property shall not be commenced or undertaken by Landowners, Developers, the Districts, City (or any party acting by, through or under the City) or any Customer.

8. Facilities, Ownership, Developer Obligations.

- i. Developer Facilities. Developers and/or the Districts will plan, design and construct the Water and Sewer System in accordance with the City’s Specifications and requirements to connect to City’s existing infrastructure. Developers and/or the Districts will submit site and civil drawings to the City. Once the Water and Sewer System has been constructed by Developers and/or the Districts, inspected by and deemed granted Initial Acceptance by the City, the Water and Sewer System will be subject to a three (3) year warranty period. The City will perform a final inspection of the Water and Sewer System prior to expiration of the warranty period. All corrective actions must be addressed before the Water and Sewer System will be granted Final Acceptance by the City. Upon completion of the build-out of the facilities comprising the Water and Sewer System, as conceptually described in Exhibit C and upon Initial Acceptance by the City, Developers and/or the Districts will convey the Water and Sewer System to the City, along with all acquired easements, licenses and fee property interests which will enable the City to provide Services to Customers. From and after Initial Acceptance of the Water and Sewer System as provided above and subject to any limitations set forth in this Agreement, Developers and/or the Districts shall transfer to City ownership of and sole responsibility for financing and constructing all facilities that now exist or may be constructed in the future to provide Services to Customers.
- ii. Lift Station, Force Main and Communications Infrastructure. The scope of the City’s review and approval of civil drawings for the Water and Sewer System pursuant to Section 8.i will include evaluation and final determinations regarding integration with

the City's sanitary sewer system and design according to the then-current lift station design guidelines, SCADA design guidelines, electrical design guidelines and other applicable Rules and Regulations of a lift station and force main (together with related communications infrastructure) to provide sanitary sewer service to the Project.

- iii. Service Connections. There will be a maximum of one-thousand (1000) single-family residential units, and 385,000 gross leasable square feet of commercial uses, all service connections to be serviced by the Water and Sewer System as well as all reviewed and approved common area and irrigation water connections.
- iv. Construction. Developers and/or the Districts will construct and install the Water and Sewer System in compliance with all applicable laws and regulations and in accordance with City Code, Rules and Regulations, and Specifications and requirements. The Water and Sewer System will be inspected by City inspectors and will not be granted Initial Acceptance for Service until it meets all City Specifications and standards and passes all applicable tests.
- v. Construction Authorizations. Developers and/or the Districts shall, at their own expense, apply for and obtain all necessary permits, licenses and other authorizations that may be required by any governmental authority with respect to the construction of the Water and Sewer System. City shall cooperate with and provide such reasonable assistance to Developers and/or the Districts for permits under direct control of the City as Developers and/or the Districts may request in obtaining such authorizations. Issuance of City Permits will be in accordance with City Code, Rules and Regulations, Specifications and standard practices.
- vi. Operation and Maintenance Authorizations. From and after Initial Acceptance of the Water and Sewer System as provided above, City shall, at City's expense, apply for and obtain all necessary permits, licenses, and other authorizations that may be required by any governmental authority for City to operate and maintain the Water and Sewer System in accordance with the terms of this Agreement except for those required for any warranty work. Developers and/or the Districts shall cooperate with and provide such reasonable assistance to City as City may request in obtaining such authorizations.
- vii. Plan Access. Developers and/or the Districts shall design the Water and Sewer System in accordance with the City's Specifications and submit the plans into the City's regular plan review process. Final approved drawings will be submitted to the City along with the digital version that follows the City's CAD submittal standards.
- viii. Warranty and Claims Enforcement. Developers and/or the Districts shall require all water and sewer utility contractors to provide warranty a three (3) year warranty period, and shall inform the City and timely submit and pursue any warranty, insurance, damage or other claims Developers and/or the Districts has against a third party with respect to the Water and Sewer System. Developers and/or the Districts will inform City of any and all claims and liens regarding the Water and Sewer System by third parties. Developers and/or the Districts will complete the Water and Sewer System free of any mechanics' liens.

- ix. Facility Locations. Developers and/or the Districts will provide or make available to City copies of all “as-built” drawings for the Water and Sewer System. As-built drawings shall be based on post construction survey data. Survey points shall be provided at each appurtenance and Water and Sewer System inflection.
- x. Condition of Water and Sewer System. After Initial Acceptance, except for warranty related items (which shall remain the responsibility of Developers and/or the Districts), City shall be solely responsible for any and all losses, liabilities, damages, costs, and claims of any and every kind whatsoever related to the existence and condition of the Water and Sewer System.

9. Service Commitment. From and after the Effective Date and subject to the terms of this Agreement, the City will provide Services to Customers using the Water and Sewer System subject to the terms of this Agreement. There shall be no duty or obligation upon the City to furnish Services to specific Sites within the Property until such time as (a) the fees have been paid for each meter to provide Services, (b) the Water and Sewer System has been granted Initial Acceptance by the City, and (c) the Groundwater Rights have been conveyed to the City, so as to make the establishment of such Services economically feasible for the City. The City’s obligation to provide Services is subject to any City wide water restrictions, City wide changes in the availability of water, and City wide rate modifications enacted including, but not limited to, drought declarations and water management plans and regulations adopted by the City Council and/or the Utility Enterprise.

Provided that the Customers and Developers are treated in the same manner as any other parties within the City, Landowners, Developers and/or the Districts agree that all promises of Service made by this Agreement are subject to the City Code, Rules and Regulations, City water and sewer tap allocation program, City water management plan and drought declarations, and any regional or metropolitan water and wastewater service district requirements relating to the provision of Service.

10. No Reuse of Delivered Water. All water provided to Customers will be treated as single-use only. Any and all rights for successive use, re-use, and use to extinction are reserved by the Utility Enterprise.

11. City Obligations. City shall operate and maintain the Water and Sewer System in compliance with all applicable laws and regulations and consistent with City practices.

- i. Duties. City will employ or contract with such engineers and/or qualified operators as it deems appropriate to perform the duties of operating the Water and Sewer System, including providing monthly billing to Customers, collection efforts and enforcement of the City Code and Rules and Regulations.
- ii. Control of Service. Subject to the terms of this Agreement, City shall have the responsibility for and control over the details and means for providing the Services hereunder.

12. Rates, Fees and Charges. City shall assess all “Rates, Fees and Charges” for the construction, use and maintenance of the Water and Sewer System at one hundred fifty percent (150%) of the Rates, Fees and Charges City charges to City’s customers within the limits of City in accordance with the City Code and Rules and Regulations. In connection with its review of a lift station and force main to provide sanitary sewer service to the Project pursuant to Section 8.ii and periodically thereafter as may be reasonably necessary, the City shall determine whether and to what extent it may require additional funds for operations and maintenance costs relating to the lift station and force main, and may impose a surcharge (to be included in monthly Customer billings) as reasonably necessary for such purposes.

13. Connection Fees. Developers will be responsible for paying all applicable connection fees as required by City Code. Timing of payment shall be as specified in the City Code and Rules and Regulations.

14. Billing.

- i. City shall read the meters and bill Customers for Services provided hereunder, including all consumption and other Rates, Fees and Charges applicable at time of usage.
- ii. City shall be responsible for collection efforts on delinquent accounts.

Landowners represent and warrant to City that Landowners are not a party to any existing agreements regarding the provision to the Property of water, sewer and/or the collection of rates, fees, or charges related to same. Any loss, cost, expense or damage suffered or incurred by City based on or arising from the inaccuracy of such representation and warranty, including but not limited to loss of revenues by City, shall be the responsibility of Landowners and shall be payable to City on demand and such payment shall accrue interest at the statutory rate of interest as provided in C.R.S. § 13-21-101(3) until paid in full.

15. Customer Facilities. Customer Facilities are privately owned, operated, and maintained by Customers and no aspect of any Customer Facilities installation or maintenance shall be the obligation of the City.

16. Water Service Agreement and Allocation Agreement. As a condition precedent to installation of a water meter for water service to a residential dwelling unit, commercial unit, common area or other use within the Property, the Developer (or other party which then-owns the Site to be serviced by and which requests installation of such water meter) shall execute and deliver to the City agreements in substantially the forms set forth in Exhibit F (“**Water Service Agreement**”) and in Exhibit G (“**Allocation Agreement**”), as the City may modify such forms from time to time in accordance with then-current applicable Rules and Regulations. In connection with the foregoing:

- i. Such Developer (or other signatory) shall be responsible for providing the information and performing the calculations required in the Water Service Agreement and the Allocation Agreement, subject to City review and confirmation.

- ii. The City shall counter-sign and Record each such Water Service Agreement and Allocation Agreement and, upon Recording, such agreements shall run with the land and shall be binding on all subsequent Landowners, Owners, Customers, heirs, successors and assignees for the Site legally described in such agreements.
- iii. The City shall not install a water meter, nor provide Services to any Customer or Site, until such time as each of the Water Service Agreement and the Allocation Agreement are delivered to the City in accordance with this Section 16.
- iv. Prior to the closing of each sale of a Site subject to such Recorded agreements, the seller/Customer will (or will cause the title company performing such closing settlement services) cause copies of such Recorded Water Service Agreement and Allocation Agreement to be delivered to the purchaser/Customer and, at such closing, obtain the purchaser/Customer's written acknowledgment thereof.
- v. The seller/Customer in such closing will cause the title company performing such closing settlement services to deliver such purchaser/Customer's written acknowledgment to the City.

17. Enforcement. City shall enforce compliance with the City Code and Rules and Regulations upon Customers through the terms and conditions of the Water Service Agreement to the extent necessary to comply with the terms of this Agreement. The Districts and Developers shall support such enforcement. If and to the extent there is any inconsistency between the terms, covenants or provisions hereof and the Rules and Regulations, the terms, covenants and provisions of this Agreement shall supersede and be controlling unless otherwise mutually agreed upon in writing by the Parties.

18. Events of Default. The occurrence or existence of any one or more of the following events shall be an "Event of Default" under this Agreement, and there shall be no Event of Default hereunder except as follows:

- i. Untrue Representations. Any representation or warranty made by any Party in this Agreement proves to have been untrue or incomplete in any material respect when made and such untruth or incompleteness would have a materially adverse effect upon any other Party;
- ii. Failure to Perform. Any Party fails in the performance of any other of its covenants in this Agreement and such failure continues for thirty (30) days after written notice specifying such default is given by a non-defaulting Party; provided, however, if the default is of a type which cannot be cured within such thirty (30) day period, the cure period shall be extended by a non-defaulting Party if the defaulting Party has commenced to cure the default within thirty (30) days and at all times thereafter actively and diligently continues to pursue the cure;
- iii. Insolvency or Dissolution. Proceedings under any bankruptcy law or insolvency act or for the dissolution of a Party shall be instituted by or against a Party, or a receiver or trustee shall be appointed for all or substantially all of the property of a Party, and such

proceeding shall not be dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment; provided, however, that if a Party seeks to dissolve pursuant to C.R.S. § 32-1-701, *et seq.*, as amended and (i) it notifies the other Party in writing concurrently with filing the application for dissolution, and (ii) the plan for dissolution shall include provisions for continuation of this Agreement with a responsible Party acceptable to the other Party being substituted as a Party to this Agreement, and such substituted Party assumes all obligations and rights of the dissolving Party hereunder, then such dissolution shall not be a default.

- iv. **Enforcement Rights.** Upon the occurrence of an Event of Default, a non-defaulting Party may proceed to protect and enforce its rights against the Party causing the Event of Default by mandamus or such other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for damages or specific performance, or by self-help.
- v. **Limited Termination Rights.** Upon the occurrence of an Event of Default, and after a non-defaulting Party proceeds in accordance with subsection (iv) above, a non-defaulting Party shall be permitted to terminate this Agreement only upon sixty (60) days advance written notice to the defaulting Party and only if: (i) monetary damages are not paid by the defaulting Party when due, or (ii) the defaulting Party refuses to perform its obligations hereunder.

19. Compliance with Regulations. The Parties understand and agree that compliance with all applicable federal, state and local rules and regulations must take place at all times. In the event of any termination of this Agreement after an event of the City providing Services, with or without cause, the Parties shall cooperate to ensure that there is no gap or break in the compliance with all applicable regulations in the provision of Service to Customers during the transition of service.

20. Indemnity by Landowners, Developers and Districts. To the extent authorized by law, Landowners, Developers and the Districts agree to indemnify City from and against any loss, cost, liability or expense (including reasonable attorneys' fees) reasonably incurred by City, including without limitation, both third-party and direct claims, arising out of or related to the negligent acts or omissions of Landowners, Developers and the Districts, their officers, directors, employees, agents and consultants in the course of performing EastGate and the Districts' obligations under this Agreement.

21. Exclusions and Acknowledgement. Notwithstanding the foregoing or any other indemnification provision in this Agreement, no Party shall have a duty under this Agreement to indemnify and/or hold another Party harmless from or against any loss, cost, liability or expense to the extent caused or contributed by the act or failure to act of another Party (including its officers, directors, employees, agents and consultants).

22. Material Change in Regulatory Conditions. In the event any state, federal or local entity shall materially change any regulatory conditions applicable to the provision of water and sewer service under this Agreement, the Parties agree that they shall expeditiously work together in good faith to modify or amend this Agreement as necessary to comply, in a commercially reasonable

manner, with the changed regulations without otherwise materially changing the terms and conditions of this Agreement.

23. Other Modifications or Amendments. This Agreement shall not be modified or amended without the consent of the Parties. No modification or amendment shall be effective unless in writing, executed by all Parties.

24. Relationship of the Parties. Nothing contained in this Agreement creates a joint venture, partnership, agency or similar endeavor between the Parties. Each Party is acting solely as an independent contractor, and neither Party has any power or authority to directly or indirectly bind or act on behalf of the other.

25. Liability of Parties. Nothing contained in this Agreement, nor any obligation imposed upon a Party hereunder, nor the issuance and sale of bonds by a Party, shall constitute or create an indebtedness of the other Party. Neither Party shall have any obligation whatsoever to repay any debt or liability of the other Party.

26. Sole Obligation of Utility Enterprise.

- i. This Agreement does not constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of Aurora.
- ii. In the event of a default by the City of any of its obligations under this Agreement, Developers will have no recourse for any amounts owed to it against any funds or revenues of Aurora except those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms “Water System” and “Water Enterprise Fund” are defined in City of Aurora ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the water system and all debt service and reserve requirements of any bonds, notes or other financial obligations of the City secured by a pledge of the net revenues of the Water Enterprise fund. Notwithstanding any language herein to the contrary, nothing in this Agreement will be construed as creating a lien upon any revenues of the Utility Enterprise or Aurora.

27. Notices. Except as otherwise provided herein, all notices required to be given under this Agreement shall be in writing and shall be hand-delivered, sent by registered or certified mail, return receipt requested, or electronically confirmed email transmission to the following addresses:

If to Landowners:

Property 292, LLC
Attn: John Wakeham
4545 Yulle Rd.
Bennett, CO 80102

Sharon Lee Dowhan
27450 E Colfax Ave.
Aurora, CO 80018

JMC Consulting Services, LLC
Attn: Jeff Keeley
10 E Belleview Dr.
Greenwood Village, CO 80121

With a Copy to:

Adam DeVoe
DeVoe Law, LLC
1001 Bannock St., Suite 310
Denver, CO 80204

If to the City:

City of Aurora
Attn: General Manager of Aurora Water
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012

and

City of Aurora
Attn: General Manager of Aurora Water
26711 E Quincy Ave.
Aurora, CO 80016

With Copy to:

City of Aurora
Attn: City Attorney
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012

All notices will be deemed effective: if delivered by hand on the date of delivery; if mailed, three (3) days after mailing; and, if by email, upon electronic confirmation of delivery. Any Party may, by written notice, change the address to which future notices shall be sent.

28. Representations. Each Party represents and warrants that:

- i. Authority. It has all requisite power, corporate and otherwise, to execute, deliver and perform its obligations pursuant to this Agreement, that such actions have been duly authorized by it, and that upon execution and delivery of this Agreement, the provisions hereof will constitute its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof;
- ii. No Litigation. There is no action, suit, inquiry, investigation or proceeding to which it is a party, at law or in equity, which is pending or, to the best of its knowledge, threatened, in connection with any of the transactions contemplated by this Agreement wherein an unfavorable decision, ruling or finding could reasonably be expected to have a materially adverse effect on the validity or enforceability of, or its ability to perform its obligations under, this Agreement; and
- iii. No Conflict. Its execution, delivery and performance of this Agreement is not in violation of, nor does it constitute an event of default under, any other contract, agreement or instrument to which it is a party.

29. Regulatory Approval. The design, construction, operation and maintenance of the facilities to serve Customers as provided for herein require that permits and approvals be obtained from various regulatory entities, including the State of Colorado, the County and the City of Aurora. The Parties shall cooperatively and diligently pursue obtaining said regulatory approvals in such a manner that Services contemplated by this Agreement can be provided in a timely manner. Developers and the Districts shall be primarily responsible for obtaining necessary regulatory approvals for the design and construction of the Water and Sewer System in compliance with the City of Aurora standards. The granting of such regulatory permits and approvals is beyond the direct control of the parties to this Agreement. In the event that any notice is received from a regulatory agency of a potential delay or denial in the issuance of a necessary permit or approval, the parties shall mutually cooperate to determine solutions to lessen the impact of such delay or denial.

30. No Waiver. No Party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such Party to exercise at some future time the rights not previously exercised.

31. Force Majeure. Should any Party be unable to perform any obligation required of it under this Agreement because of any cause beyond its control and not due to the Party's fault or negligence, including but not limited to war, insurrection, riot, civil commotion, strikes, pandemic, lockout, fire, earthquake, windstorm, drought, flood, action or inaction of governmental authorities (including the adoption of new or revised rules and regulations), moratoriums, material shortages, or any other force majeure, each Party's performance of the obligation affected shall be suspended for so long as such cause prevents it from performing such obligation, without liability on its part.

32. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby. It is also agreed that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

33. Form. Headings and titles of this Agreement are for convenience only and do not hold any substantive meaning.

34. Integration. This Agreement, including the Exhibits attached hereto, shall be construed and enforced as the fully integrated expression of the Parties' agreement with respect to the matters addressed. No express or implied covenant not specifically set forth herein shall be a part of this Agreement. The Parties expressly aver that no representations other than those specifically set forth in this Agreement have been relied upon by any Party to induce it to enter into this Agreement.

35. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

36. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and applicable federal law.

37. No Presumption. The Signatories and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

38. Assignment. Except for the assignment by Landowners to any successor in-interest to all or any portion of the Property for the development of the Project, this Agreement shall not be assignable by Landowners, Developers, Districts or City without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

39. Binding Effect; Covenants Run with the Land. The covenants, terms, conditions and provisions set forth in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective successors and permitted assigns and shall run with the Property. Pursuant to Section 41.iii, this Agreement shall be Recorded against the Property.

40. Limitation in Damages. No Party is entitled to recover and special, consequential, or punitive damages for another Party's breach of this Agreement.

41. Additional Provisions.

- i. Construction Water. In connection with construction of the Water and Sewer System and compliance with applicable dust control and other regulatory requirements, the City will provide construction water through a temporary connection to existing

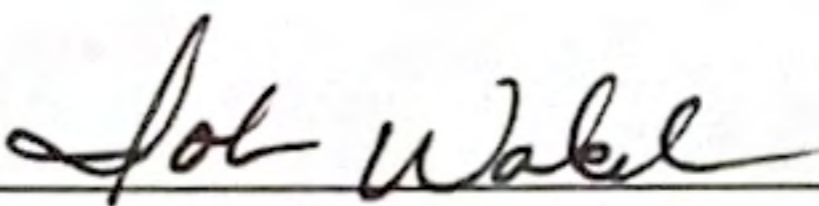
hydrants and or water mains proximate to the Property. The City's provision of such construction water will be at rates and in accordance with applicable City Regulations.

- ii. Term; Reliance. The term of this Agreement will commence on the Execution Date and will remain in effect and legally binding on the Parties until the earlier to occur of: (a) full performance of the Parties' obligations pursuant to this Agreement; (b) failure of the Effective Date to occur prior to the first anniversary of the Execution Date (as the Signatories may extend in writing); and (c) the Parties' mutual execution and delivery of a written instrument terminating this Agreement. Prior to the Effective Date and in good faith reliance on this Agreement, Landowners will undertake to cause Closing to occur prior to the date established in the foregoing clause (b), and the Parties will thereafter undertake efforts to coordinate, and will incur certain costs (which costs shall be born exclusively by the Districts and/or the Developer(s)), with respect to design, preliminary engineering and related matters regarding the Water and Sewer System.
- iii. Recording; Binding Effect. No Party will cause this Agreement to be Recorded prior to the Effective Date. On or promptly following the Effective Date, Landowners will cause this Agreement to be Recorded. From and after Recording, the terms and conditions of this Agreement will constitute and will be effective as covenants that burden, benefit and run with title to the Property, and will be binding upon and inure to the benefit of the Parties irrespective of whether specific reference to this Agreement is made in any instrument affecting title to the Property. As between the Signatories and any other Party having notice of the Signatories' execution and delivery of this Agreement (including any mortgagees or lienholders of a Party), this Agreement will be effective and legally binding of the Execution Date, and any delay or failure to Record this Agreement will not negate or impair the effectiveness of this Agreement.
- iv. Intergovernmental Agreement. As between the City and the Districts, when they are created, this Agreement shall constitute a legislatively approved intergovernmental agreement and mutually binding and enforceable comprehensive development plan for the Property and the Project pursuant to, as applicable, C.R.S. §§ 29-1-203 and 29-20-105. As the general assembly has expressly authorized pursuant thereto, such Parties intend their respective obligations under this Agreement to be enforceable by specific performance and/or injunctive relief or other equitable remedies rather than and in *lieu of* the award of monetary damages.

[Signature pages and Exhibits follow]

Property 292, LLC

Property 292, LLC,
a Colorado limited liability company

By: 
John Wakeham, its Manager

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

~~2023~~ ²⁰²⁴ The foregoing instrument was acknowledged before me this 31st day of July,
2023, by John Wakeham, as Manager of Property 292, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 03/03/2025



Notary Public

AMELIA THOMAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054001625
MY COMMISSION EXPIRES MARCH 03, 2025

Sharon Lee Dowhan, Owner

By: Sharon Lee Dowhan
Sharon Lee Dowhan, its Owner

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

~~2023~~ The foregoing instrument was acknowledged before me this 31st day of July,
~~2023~~, by Sharon Lee Dowhan, as Owner.

Witness my hand and official seal.

My commission expires: 03/03/2025

Amelia Thomas

Notary Public

AMELIA THOMAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054001625
MY COMMISSION EXPIRES MARCH 03, 2025

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 BEARS SOUTH 89°25'33" WEST. THE LINE'S EAST END IS MONUMENTED BY A 2" BRASS CAP IN CONCRETE STAMPED "LS 4043, 1972". THE LINE'S WEST END IS MONUMENTED BY A 2" BRASS CAP IN CONCRETE STAMPED "FEB 1972 F-G, LS 4043".

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 4;

THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER, SOUTH 89°25'33" WEST, FOR 2644.74 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 4;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER, NORTH 00°21'54" WEST, FOR 1299.04 FEET TO THE CENTER-NORTH 1/16TH CORNER OF SAID SECTION 4;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°21'55" WEST, FOR 1175.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST COLFAX AVE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 89°40'35" EAST, FOR 1247.19 FEET;
- 2) SOUTH 81°18'11" EAST, FOR 170.15 FEET;
- 3) SOUTH 69°19'57" EAST, FOR 581.50 FEET;
- 4) THENCE NORTH 89°40'23" EAST, FOR 540.04 FEET;
- 5) THENCE SOUTH 21°43'36" EAST, FOR 236.14 FEET;
- 6) THENCE NORTH 89°50'01" EAST, FOR 60.86 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MONAGAN ROAD;

THENCE ALONG SAID LINES, SOUTH 00°21'37" EAST, FOR 2008.34 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4;

THENCE SOUTH 89°25'33" WEST, FOR 2644.74 FEET, ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER TO THE CENTER QUARTER CORNER OF SAID SECTION 4 AND THE POINT OF **BEGINNING**;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER, NORTH 00°21'54" WEST, FOR 1299.04 FEET TO THE CENTER-NORTH 1/16TH CORNER OF SAID SECTION 4;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°21'55" WEST, FOR 1175.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST COLFAX AVE;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°40'35" EAST, FOR 1203.46 FEET;

THENCE SOUTH 00°21'34" EAST, FOR 2469.61 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF THE NORTHEAST QUARTER;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°25'33" WEST, FOR 1203.23 FEET TO THE **POINT OF BEGINNING.**

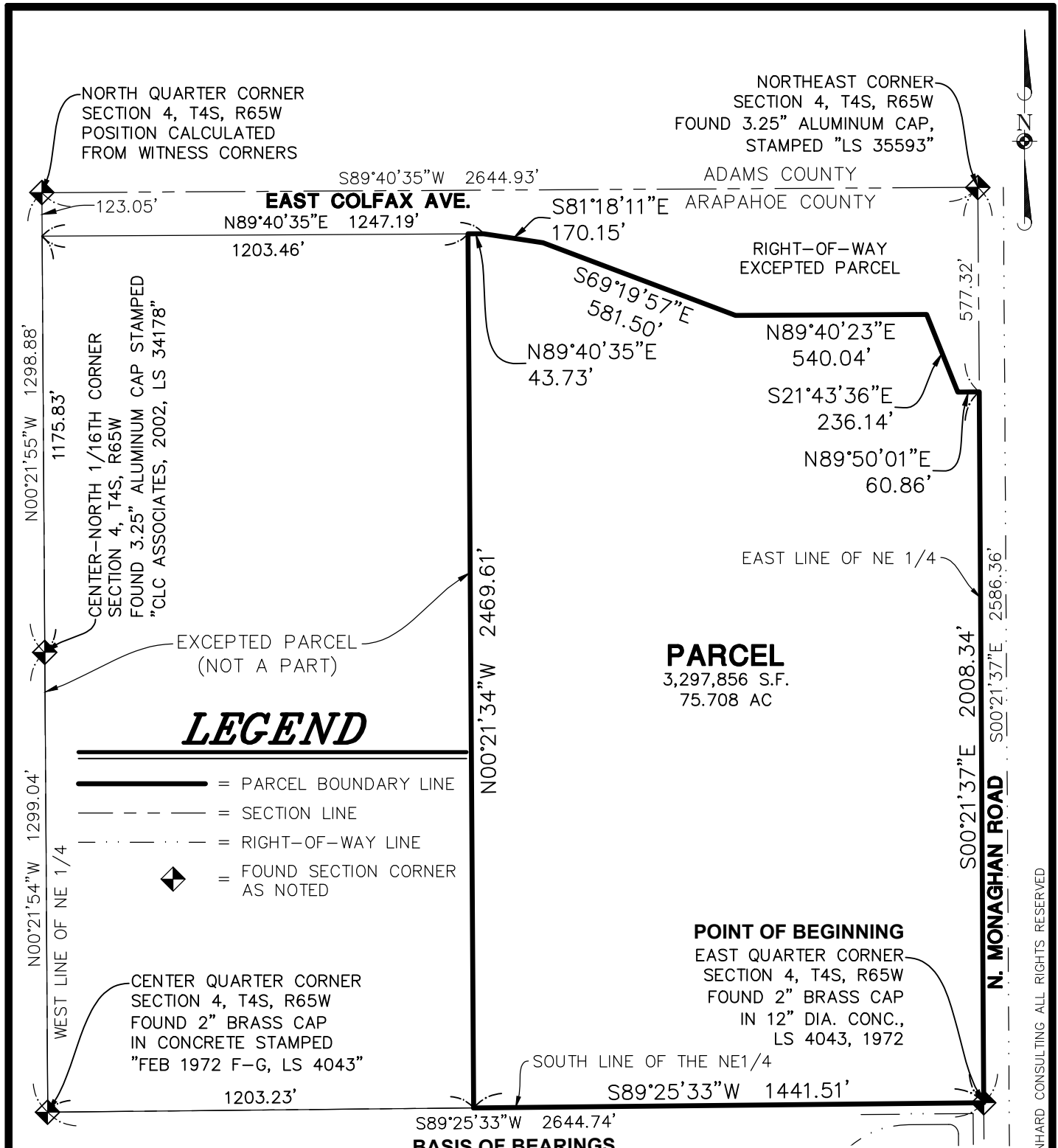
CONTAINING 3,297,856 SQUARE FEET OR 75.708 ACRES, MORE OR LESS.

UNIT OF MEASURE IS U.S. SURVEY FEET.

I, STACY LYNN JACOBS, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND REVIEW

STACY LYNN JACOBS, PLS
COLORADO REG. NO. 38495
FOR AND ON BEHALF OF:
MANHARD CONSULTING





THE ABOVE DESCRIBED PARCEL CONTAINS 3,297,821 SQUARE FEET OR (75.708 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A PARCEL OF LAND SITUATED IN THE NE 1/4
OF SECTION 4, T 4 S, R 65 W, 6TH P.M.
ARAPAHOE COUNTY, COLORADO

DRAWN BY: MKW	SCALE: 1"=400'	R.O.W. FILE NUMBER
CHECKED BY: SLJ	DATE: 08/02/24	JOB NUMBER: 292.ACC001

© 2021 MANHARD CONSULTING. ALL RIGHTS RESERVED

S STAMP

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 BEARS SOUTH 89°25'33" WEST. THE LINE'S EAST END IS MONUMENTED BY A 2" BRASS CAP IN CONCRETE STAMPED "LS 4043, 1972". THE LINE'S WEST END IS MONUMENTED BY A 2" BRASS CAP IN CONCRETE STAMPED "FEB 1972 F-G, LS 4043".

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4;

THENCE SOUTH 89°25'33" WEST, FOR 2644.74 FEET, ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER TO THE CENTER QUARTER CORNER OF SAID SECTION 4 AND THE POINT OF **BEGINNING**;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER, NORTH 00°21'54" WEST, FOR 1299.04 FEET TO THE CENTER-NORTH 1/16TH CORNER OF SAID SECTION 4;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°21'55" WEST, FOR 1175.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST COLFAX AVE;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°40'35" EAST, FOR 1203.46 FEET;

THENCE SOUTH 00°21'34" EAST, FOR 2469.61 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF THE NORTHEAST QUARTER;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°25'33" WEST, FOR 1203.23 FEET TO THE **POINT OF BEGINNING**.

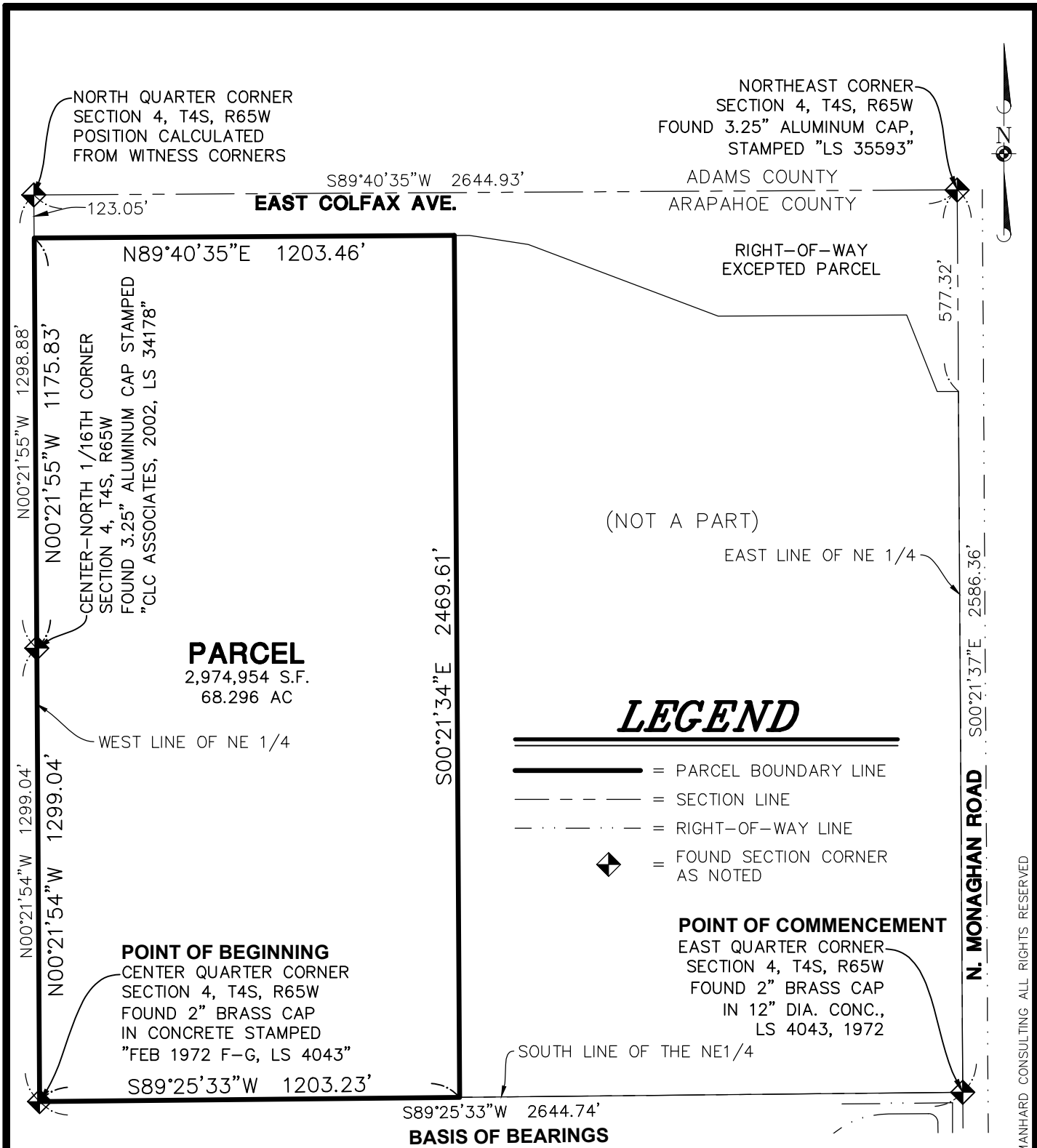
CONTAINING 2,974,924 SQUARE FEET OR 68.296 ACRES, MORE OR LESS.

UNIT OF MEASURE IS U.S. SURVEY FEET.

I, STACY LYNN JACOBS, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND REVIEW

STACY LYNN JACOBS, PLS
COLORADO REG. NO. 38495
FOR AND ON BEHALF OF:
MANHARD CONSULTING





NORTH QUARTER CORNER
SECTION 4, T4S, R65W
POSITION CALCULATED
FROM WITNESS CORNERS

NORTHEAST CORNER
SECTION 4, T4S, R65W
FOUND 3.25" ALUMINUM CAP,
STAMPED "LS 35593"

EAST COLFAX AVE.

ADAMS COUNTY
ARAPAHOE COUNTY

RIGHT-OF-WAY
EXCEPTED PARCEL

(NOT A PART)

EAST LINE OF NE 1/4

N. MONAGHAN ROAD



S STAMP

CITY OF AURORA, COLORADO		
DRAWN BY: MKW	SCALE: 1"=400'	R.O.W. FILE NUMBER
CHECKED BY: SLJ	DATE: 08/02/24	JOB NUMBER: 292.ACCO01

A PARCEL OF LAND SITUATED IN THE NE 1/4
OF SECTION 4, T 4 S, R 65 W, 6TH P.M.
ARAPAHOE COUNTY, COLORADO

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Exhibit B
Groundwater Rights

NOTE: The water rights have not been decreed and adjudicated. This is an estimate from our water engineer and information on the three existing wells.

	Depth (ft)	Available Volume (ac-ft/year)
Denver:	580	61
Upper Arapahoe:	830	28
Lower Arapahoe:	1,110	22.5
Laramie Fox Hills:	1,710	36.5

Three existing wells, operating under well permit nos. 112409, 227391, and 227394, located on the property:

- Permit no. 112409 was issued on January 16, 1980 on 2.5 acres for domestic purposes, is permitted to withdraw 1 acre-foot, and is completed into the not-nontributary Denver aquifer.
- Permit no. 227391 was issued on July 20, 2000 as the only well on 40 acres described as a portion of the NE ¼ of Section 4, Township 4 South, Range 65 West, 6th P.M. The use of groundwater from this well is limited to fire protection, ordinary household purposes inside not more than three (3) single family dwellings, the watering of poultry, domestic animals and livestock on a farm or ranch and the irrigation of not more than one (1) acre of home gardens and lawns. The well was constructed on August 31, 2001 to a depth of 1,110 feet and is withdrawing water from the nontributary Upper Arapahoe aquifer.
- Permit no. 227394 was issued on July 20, 2000 as the only well on 35 acres described as a portion of the NE ¼ of Section 4, Township 4 South, Range 65 West, 6th P.M. for the use of an existing well constructed under permit no. 112272 (canceled). The use of groundwater from this well is limited to fire protection, ordinary household purposes inside not more than three (3) single family dwellings, the watering of poultry, domestic animals and livestock on a farm or ranch and the irrigation of not more than one (1) acre of home gardens and lawns. Production from this well is limited to the nontributary Upper Arapahoe aquifer.

Exhibit C
Conceptual Depiction of Water and Sewer System

Water Infrastructure

Sanitary Sewer Infrastructure

Exhibit D
Form of Groundwater Deed

When recorded return to:

SPECIAL WARRANTY DEED
(Property 292, LLC Ground Water)
[Statutory Form – C.R.S. § 38-30-113(1)(b)]

Property 292, LLC, a Colorado limited liability company, whose street address is 6900 E. Belleview Avenue, Suite 300 Greenwood Village, CO 80111 (“**Grantor**”), for the consideration of Ten and 00/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, hereby sells and conveys to the **City of Aurora**, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose street address is 15151 East Alameda Parkway, Suite 3600, Aurora, Arapahoe County, Colorado 80012 (“**Aurora**”), the following:

All of Grantor’s right, title and interest in and to the unadjudicated groundwater, including the perpetual, sole and exclusive right to claim, own, withdraw, appropriate, and use said groundwater, and Grantor consents in perpetuity pursuant to C.R.S. Section 37-90-137(4) to the City’s withdrawal, appropriation, use, reuse and use to extinction of said groundwater, which groundwater underlies the real property that is legally described and graphically depicted in Exhibit A, attached hereto and incorporated herein.

Grantor warrants title to the same against all persons claiming under Grantor.

Signed as of this _____ day of _____, 2024.

Property 292, LLC, a Colorado limited liability company

By: **[Exhibit – Do not Execute]**
XXX, its Manager

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 202[___] by XXX, as Manager of Property 292, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVED AS TO FORM:

REVIEWED BY:

Michelle Gardner,
Senior Asst. City Attorney

Hector Reynoso,
Manager – Real Property Specialist

REVIEWED BY:

Dawn M Jewell,
Water Resources Supervisor – Aurora Water
FAID# _____

Exhibit A
to Special Warranty Deed
(EastGate Ground Water)

[to be inserted]

Exhibit D
to EastGate Extraterritorial Service Agreement
Page 3

Exhibit F
Form of Water Service Agreement

AURORA WATER SUPPLY
AGREEMENT

Premise ID: _____

Tap #: _____

Licensed Property Address: _____ Distributor No.: _____

THIS AGREEMENT, is made and entered into this ____ day of _____, _____, by and between the City of Aurora, Colorado, acting by and through its Utility Enterprise (“Aurora Water”), and _____, of _____, Colorado (“Property Owner”)

PROPERTY OWNER PRINTED NAME

WHEREAS, the Licensed Property has or may have sources of water supply other than the Aurora Water System; and

WHEREAS, the Property Owner desires to obtain water and wastewater services from Aurora Water.

NOW THEREFORE, the parties agree as follows:

Subject to the following requirements, Aurora Water authorizes a ____ inch tap, number _____, to its water works system to serve _____:

1. The Property Owner agrees to comply with the Aurora City Code and Aurora Water Rules and Regulations (each as amended) at all times including but not limited to the water conservation sections set forth in Aurora City Code Section 138-191 and the Unified Development Ordinance. These requirements include a maximum of 500 feet of cool weather grass (i.e. Kentucky Bluegrass) on the Property and water-wise landscaping in all other locations. In addition, the Property Owner is required to adhere to any Aurora drought declarations. Owner shall not cause or permit any cross-connection between any non-Aurora Water source and the Licensed Property’s service connection.
 - a. The Property Owner shall, at his/her cost, install a backflow prevention assembly approved by Aurora Water. This assembly must be tested annually by a certified backflow technician, and the results provided to Aurora Water’s Cross-Connection Control section.
2. Failure to comply with any Aurora City Code section and/or Aurora Water Rules and Regulations may result in a disconnection of service.

3. All well cut-offs or disconnects must be inspected by Aurora Water personnel before back fill. Aurora Water personnel shall be given free access to the premises at reasonable hours for purposes of routine inspections and as-needed for emergency situations.
4. This Agreement is binding on all future owners of the Licensed Property and is subject to the Aurora City Charter, City Code, and all Aurora Water Rules and Regulations.

THEREFORE, the parties have executed this Agreement.

 Property Owner or Agent Signature

 Aurora Water Representative

OWNER:

Print Name and Title	Signature	Date
----------------------	-----------	------

STATE OF _____)
) ss
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
 by _____, _____, acting on behalf of the
 _____.

Witness my hand and official seal. _____
 Notary Public

My commission expires: _____

(SEAL)

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

_____, General Manager _____
_____, Date

APPROVED AS TO FORM FOR AURORA:

Assistant City Attorney _____
Date

Exhibit G
Form of Allocation Agreement

Domestic Water Service Connection Fee Allocation Agreement

This Agreement is entered into and effective as of the date of the last signature below by and between _____, owner of property located at _____, _____, Colorado _____ (“Owner”) whose address is _____, and the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado, 80012 (“Aurora Water”).

Recitals

WHEREAS, the Owner is the owner of a certain lot or parcel of land situated in the county of _____, State of Colorado, to-wit: Subdivision _____, Filing _____, Lot _____, and Block _____.

WHEREAS, the Owner agrees to comply with the Aurora City Code and Aurora Water Rules and Regulations at all times, including, but not limited to the water conservation sections set forth in Section 138-191 and the City’s Unified Development Ordinance.

WHEREAS, the service connection fee for providing water to the property is defined in Sections 138-221 and 138-223(d) of the Aurora City Code.

NOW, THEREFORE, in consideration of the covenants and promises which is hereby acknowledged, Aurora and Owner agree as follows:

1. Owner has applied for a water service connection allocation agreement setting forth fees owed to Aurora Water for the service connection to provide water services to the property as defined in Sections 138-221 and 138-223(d) of the Aurora City Code.
2. Owner has submitted their civil construction plan for the property, and the General Manager of Aurora Water (or designee) has approved the application for water service based on the approved plan.
3. Below to be completed for a residential water service connection or a commercial water service connection, whichever is applicable (the non-applicable to be marked “N/A”).

(a) Residential. Owner’s projected verified average daily recoverable demand is _____ gallons per day and the projected verified average daily non-recoverable demand is _____ gallons per day.

(b) Commercial. Based on the recoverable and non-recoverable demand, Owner agrees that the annual water allocation for purposes of payment of the service connection fee shall be _____ gallons per day (_____ gallons/year).

4. Based on the recoverable and non-recoverable demand, Owner agrees that the annual water allocation for purposes of payment of the service connection fee shall be _____ gallons per day (_____ gallons/year).
5. Owner, for itself, its heirs, successors and assigns, agrees and acknowledges that Owner will be charged and billed a capital recovery fee in addition to tiered rate structure pursuant to City Code Section 138-221 for any water usage that exceeds the annual water allocation as defined in Paragraph 4(a) or (b) above, whichever applies, for each year.
6. Undersigned Owner, and any subsequent owner, may have the opportunity to submit an application to increase the water allocation for the property as established in City Code Section 138-221. If approved by the General Manager of Aurora Water (or designee), Owner will be required to pay the water service connection fee based on the requested increased water allocation of the parcel. The water service connection fee shall be calculated as follows: increased usage (in gallons per day) multiplied by the water service connection fee in effect at time of the request pursuant to City Code 138-221.
7. Owner must provide a copy of this Agreement to any subsequent owner before the transfer of the property ownership occurs and must provide written proof of such in a manner reasonably acceptable to Aurora Water.
8. Aurora Water will not issue any refunds on any paid amount for the service connection fee.
9. This Agreement shall be recorded with the Clerk and Recorder of Elbert County, and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assignees of the parties hereto.

[Signature Pages Follow this Page]

OWNER:

STATE OF _____)

) ss

COUNTY OF _____)

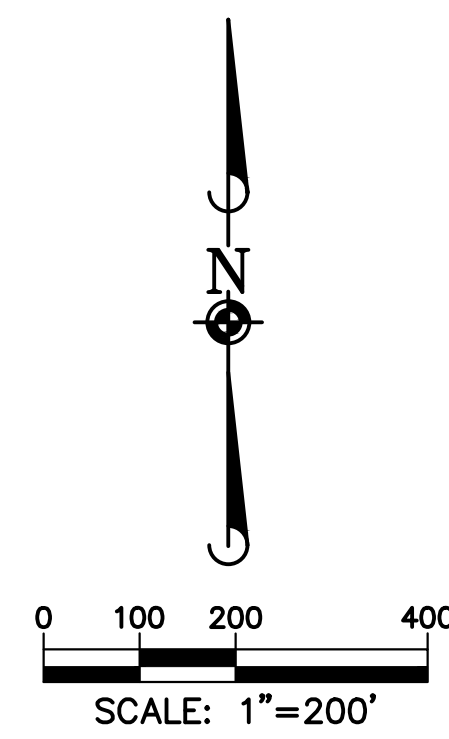
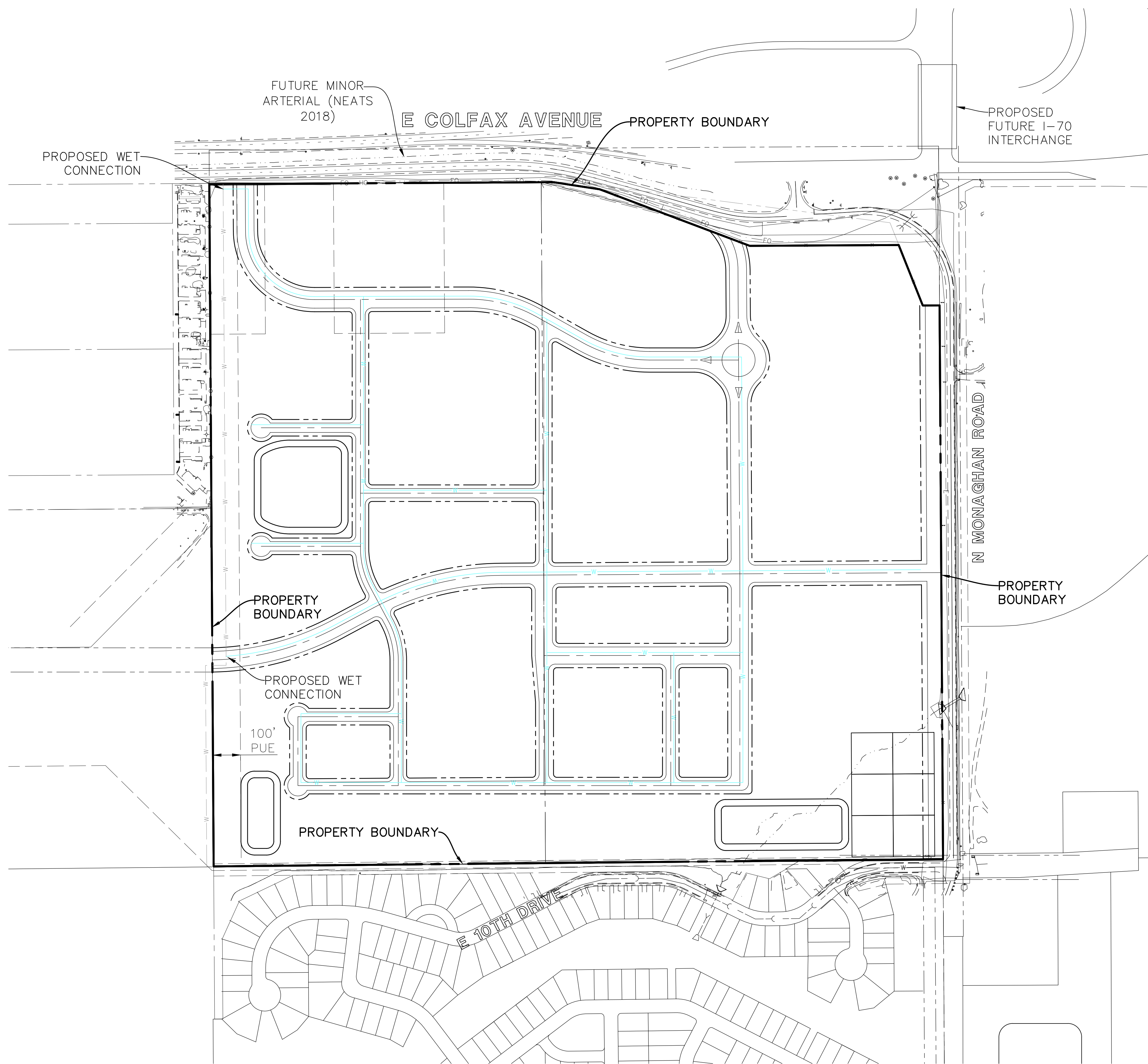
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, _____, acting on behalf of the _____.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

Plotted: 6/7/2024 8:31 AM Draw Name: P:\292\acc01\dwg\Eng\Preliminary\Exhibits_Ext\Estimates.dwg Updated By: RMoore



LEGEND	
	PROPOSED WATER LINE
	EXISTING WATER LINE

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PROJ. MGR: CAS
PROJ. ASSOC: MPL
DRAWN BY: MPL
DATE: 6/7/2023

SHEET
3 OF **9**
 292.ACC001

EASTGATE
ARAPAHOE COUNTY, COLORADO
WATER MAIN IMPROVEMENTS

Manhard
 CONSULTING
7600 East Orchard Road, Suite 100-A, Greenwood Village, CO 80111, phone: 303.770.0800 manhard.com
 Civil Engineering | Surveying & Geospatial Services | GIS
 Water Resource Management | Construction Management

DATE	REVISIONS



CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) Between the City, E-470 and Windler for Maintenance of 48th Avenue (Resolution)
Item Initiator: Haley Johansen, City Engineer, Public Works
Staff Source/Legal Source: Haley Johansen, City Engineer, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

ITEM DETAILS

Intergovernmental Agreement (IGA) Between the City, E-470 and Windler for Maintenance of 48th Avenue (Resolution)
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: 6/26/2024

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

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.)

TAPS Committee recommended item move forward to Study Session.

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

The City, in collaboration with the E-470 and Windler Operations Metropolitan District (Windler), acknowledge that the 48th Avenue bridge and overlapping facilities at E-470 requires an intergovernmental agreement to define the allocation of their respective maintenance responsibilities.

E-470, Windler, 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, **Windler'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 48th Avenue surface treatments and adjacent appurtenances, including:

- Pavement including reconstruction, roto-milling, and repaving operations
- Surface maintenance of the sidewalk on bridge (incl. sweeping & snow removal)
- Sidewalk and curb & gutter beyond the limits of the bridge structure
- Type 9 barrier on 48th Ave and the barrier on the bridge
- Guardrail that connects to the bridge on 48th Avenue
- Snow and ice control
- Pavement markings
- Sweeping
- Traffic signals and luminaires mounted on traffic signals, once warranted
- Signage (except for E-470 tollway guide signage)
- Weed control and mowing of native vegetation along 48th (adjacent property owner responsibility per City Code)

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
- On/off ramp pavement, signage to the point of curb returns on 48th Ave
- On/off ramp lighting at the mainline E-470 gore points
- Tolling infrastructure
- ROW or deer fence along E-470
- Weed control and mowing of native vegetation adjacent to ramps
- Water quality pond/sand filter located between mainline and SB ramp
- Two **30" RCPs**, one east of west bridge abutment, and one west of east bridge abutment
- **Double 10'x8' concrete box culvert** and safety railing under E-470 south of 48th Ave.
- Water quality pond/sand filter located between mainline and NB off ramp

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

- Decorative concrete sidewalk and median cover material on the ramps and 48th Ave
- Decorative pedestrian bridge rail on 48th Ave
- Decorative concrete pattern and finish on bridge parapet walls and bridge columns
- Enhanced landscaping in the interchange
- Weed control and mowing of native vegetation adjacent to **E470's ROW along 48th**

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 details 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 the existing budget away from existing programs/services? Provide additional details as necessary.)

Budgeted impact on standard roadway maintenance obligations.

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 details 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 details as necessary.)

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

QUESTIONS FOR COUNCIL

Does Council support moving forward the Resolution for the Intergovernmental Agreement between City of Aurora, E-470, and Windler regarding the operations and maintenance for 48th Avenue Bridge and overlapping facilities to the next available Regular Session?

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 WINDLER OPERATIONS METROPOLITAN DISTRICT REGARDING THE MAINTENANCE OF 38TH AVENUE OVERLAPPING FACILITIES

WHEREAS, the City of Aurora, Colorado (“City”), E-470 Public Highway Authority (“Authority”), and Windler Operations Metropolitan District (“District”), 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 the Authority and District, acknowledge that 48th Avenue overlapping facilities at E-470 requires an intergovernmental agreement (“IGA”) to define the allocation of their respective maintenance responsibilities; 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 District 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 District’s public improvements; and

WHEREAS, the operation of the District’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 City, Authority, and the District, 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, and the District’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 Windler Operations Metropolitan District Regarding the Maintenance of 48th 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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE E-470 PUBLIC HIGHWAY AUTHORITY,
WINDLER OPERATIONS METROPOLITAN DISTRICT,
AND
THE CITY OF AURORA
REGARDING THE MAINTENANCE OF 48th AVENUE
OVERLAPPING FACILITIES**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into effective this _____ day of _____, 2024 (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 WINDLER OPERATIONS METROPOLITAN DISTRICT, a political subdivision and quasi-municipal corporation of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (the “City”). The Authority, District, and City may be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Authority, District, and City, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const. Art. XIV, Section 18 and Colo. Rev. Stat. Sections 29-1- 201, *et seq.*, 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 Colo. Rev. Stat. Sections 43-4-501, *et seq.*, for the purpose of financing the construction, operation, and/or maintenance of the E-470 Public Highway (“E-470”); and

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate, and maintain certain public facilities and improvements in accordance with its approved service plan; 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 District 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 District’s public improvements; and

WHEREAS, the operation of the District’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, District, and 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

District’s public improvements, and the City rights-of-way all as reflected in **Exhibit A** attached hereto and incorporated herein (the “Common Area(s)”), in order to avoid conflict and duplication of services, and to agree to the terms for maintaining the Common Areas; and

WHEREAS, the Authority and the City acknowledge and agree that this Agreement is not intended to address the subject matter of any other intergovernmental agreements that may already be in existence between the Authority and the City, including, but not limited to, those dated August 27, 1998 (interchange and grade separations maintenance), June 30, 2015 (delivery of reclaimed wastewater), December 10, 2015 (6th Avenue Parkway Extension), November 18, 2020 (design and construction of the Aurora Parkway Overpass), December 14, 2021 (temporary traffic signals at Gartrell Road), December 16, 2021 (Gartrell Road Interchange Expansion), May 16, 2023 (temporary traffic signals at Jewell Avenue), and that the provisions of these agreements shall remain in full force and effect; and

WHEREAS, the District and the City acknowledge and agree that this Agreement is not intended to address the subject matter of any other intergovernmental agreements that may already be in existence between the District and the City, including, but not limited to, the Second Amended and Restated Intergovernmental Agreement between the City and WH Metropolitan District No. 1 and Intergovernmental Agreement between the City and WH Metropolitan District Nos. 2-10 dated May 1, 2022; 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, District, and City acknowledge and agree to the allocation of their respective maintenance responsibilities for the Common Areas, as described and depicted in **Exhibit A**. The portions of the Common Areas dedicated to the District are hereinafter referred to as the “District Improvements.” The portions of the Common Areas dedicated to the City are hereinafter referred to as the “City Improvements.” Once warranted, the City will install, own, and maintain, at its sole cost and expense, traffic signals and luminaries mounted on the traffic signal poles at all warranted ramp intersections as part of the City 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 Common Area 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 reasonable discretion, has the potential to impact traffic on E-470.

C. The Windler Public Improvement Authority (“WPIA”) will dedicate the respective

portions of the Common Areas to the City, District, and Authority as set forth in that Amended and Restated Permit Form, Permit CP – 490, dated February 7, 2023 (the “Authority Permit”). The Authority will provide notice to the District and the City when the Authority grants both initial acceptance (“Initial Acceptance”) and final acceptance (“Final Acceptance”) for the Common Area improvements under the Authority Permit. The Parties’ obligation to begin performing maintenance for their respective portions of the Common Areas will commence upon Initial Acceptance of the Common Area improvements in accordance with the Authority Permit.

II. MAINTENANCE STANDARDS.

A. The Authority, District, and City acknowledge and agree that following Initial Acceptance the Authority will perform that portion of the Common Area maintenance allocated to the Authority for the Authority Improvements in **Exhibit A** (the "Authority Maintenance"), at the Authority’s sole cost and expense, according to the Authority’s general standards for similar improvements (the “Authority Maintenance Standards”).

B. The Authority, District, and City acknowledge and agree that following Initial Acceptance the City will perform that portion of the Common Area maintenance allocated to the City for the City Improvements in **Exhibit A** (the “City Maintenance”), at the City’s sole cost and expense, according to the City’s general standards for similar improvements (the “City Maintenance Standards”).

C. The Authority, District, and City acknowledge and agree that following Initial Acceptance the District will perform that portion of the Common Area maintenance allocated to the District in **Exhibit A** (the “District Maintenance”), at the District’s sole cost and expense, according to the standards to be adopted by the District, as approved in writing by the City and the Authority, in accordance with this Section II.C. (the “District Maintenance Standards”).

1. The District shall send the City and the Authority a copy of the proposed District Maintenance Standards within one (1) month of Initial Acceptance of the Common Area improvements. The City and Authority will have sixty (60) calendar days to review and provide comments on the District Maintenance Standards, and the District shall address such comments with the City and Authority. The District shall obtain the City and Authority’s approval of the final District Maintenance Standards in writing prior to Final Acceptance.

2. Until such time as the District adopts, and the City and Authority approve, such District Maintenance Standards, the District shall perform the District Maintenance in such a manner as to keep all District Improvements in good repair and ensure they are aesthetically pleasing.

3. Should the Authority or City, in their reasonable discretion, determine the District Maintenance, or lack thereof, does not comport with the District Maintenance Standards, the Authority or City shall provide the District a written notice that identifies the Authority’s or City’s specific concerns with reference to the approved District Maintenance Standards. The District shall have a reasonable opportunity to dispute the notifying Party’s

specific concerns, and the Parties shall attempt to resolve any such specific concerns in good faith. 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 take action to have the concerns remedied or remedy the concerns on their own accord at the District's expense. In such case, the District shall be responsible to reimburse the Authority or City, as applicable, for the reasonable costs incurred by such Party in taking such action within thirty (30) calendar days of receipt of an invoice therefor.

4. The District shall provide the City and Authority contact information for the District's maintenance contractor within ten (10) calendar days of the District entering into a contract for the District Maintenance. In the event of any change in contact information or contractor, the District shall notify the City and Authority of the change within ten (10) calendar days thereof. The District shall also provide to the City and Authority contact information for the District representative who is responsible for the administration and oversight of the District maintenance contractors on a day-to-day basis.

D. Under the Authority Permit, HEI Construction, Inc. ("HEI") is obligated to warrant the Authority Improvements, District Improvements, and City Improvements constructed by HEI under the Authority Permit for a period of two years from the date the Authority grants Final Acceptance (the "Warranty Period"). If, during the Warranty Period, either the District or the City become aware of such any defects with the District Improvements or City Improvements, respectively, the District and City agree to immediately notify the Authority of such defects to permit the Authority to initiate warranty proceedings to address the same.

E. 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, each Party 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, Colo. Rev. Stat. Sections 24-10-101, *et seq.*, as may be hereafter amended.

F. 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.

G. In addition to the Authority Maintenance Standards, City Maintenance Standards, and District Maintenance Standards, all Parties and contractors performing maintenance with respect to the Common 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.

III. NO INTERCHANGE MODIFICATIONS. Neither the City nor the District may make changes to their respective Common Area improvements 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.

IV. FUNDING AND DISCLOSURES.

A. Pursuant to Section II.A hereof, the Authority is responsible for performing the Authority Maintenance, at the Authority's sole cost and expense, in perpetuity. Pursuant to Section II.B hereof, the City is responsible for performing the City Maintenance, at the City's sole cost and expense, in perpetuity. Pursuant to Section II.C hereof, the District is responsible for performing the District Maintenance, at the District's sole cost and expense, in perpetuity. Under no circumstances shall a Party be obligated to fund the costs of any other Party's obligations pursuant to this Agreement except as specifically set forth in Section II.C.3.

B. The District agrees to coordinate with the Authority and City with respect to the anticipated maintenance needs in the upcoming year and provide the expected maintenance budget and maintenance plan for such year (the "Annual Maintenance Plan") to the Authority and City for approval. The Authority and City shall have the opportunity to comment on the Annual Maintenance Plan, and the District agrees to cooperate with the Authority and City to address such comments prior to final approval of the District's budget for the upcoming year. The District agrees to budget and appropriate funds sufficient to pay the obligations as set forth in this Agreement each year, subject to annual appropriation in accordance with Section X.P. The District shall annually provide to the City and the Authority (1) a draft budget no later than October 15th; and (2) a final adopted budget by December 15th, both reflecting the budget and appropriation of funds necessary to (i) allow the District to perform the District Maintenance in the ensuing year in accordance with the Annual Maintenance Plan; (ii) make the payment of the Termination Settlement Amount (defined below), if necessary, as set forth in this Section IV; and (iii) reserves in the amount not less than 10% of the ensuing year's budgeted District Maintenance costs set forth in (i) above, which shall be placed in a reserve fund each year to establish aggregated reserves to fund capital replacement costs in future years (the "Reserve Funding"). The foregoing shall be identified as specific line items in the budget as expenses related to 48th Avenue maintenance.

C. If the District (i) fails to provide the budget evidencing the allocation of funds for the District Maintenance and reserve, including the amount of the Termination Settlement Amount in Section IV.D below, pursuant to the dates set forth within this Section IV; or (ii) fails to perform the District Maintenance after receipt of notice by the Authority or City per Section II.C.3 above (or to reimburse for costs of the same in accordance with that Section) (the "District Defaults"), the City and/or the Authority, as applicable, shall have the right to pursue all available remedies, including the option to terminate this Agreement.

1. In the event the Authority and the City elect to terminate this Agreement due to a District Default, the Authority and the City shall provide the District notice of the same (the "Termination Notice"). The Termination Notice may contain a request that (1) legal title to the District Improvements be conveyed to the City and/or the Authority (including the allocation thereof as between the Authority and City) free of liens and encumbrances at no

cost to the City and/or Authority; (2) all finished or unfinished documents, data, studies, and reports prepared by the District with respect to the District Improvements and District Maintenance be turned over and become the property of the City and Authority; (3) the District remove all District Improvements that do not meet the Authority and City’s general design standards and replace them with improvements that do conform to the Authority and City general design standards; and (4) the District pay the Termination Settlement Amount as set forth in Section IV.D below (collectively, the “Termination Obligations”). The District shall have six (6) months from receipt of the Termination Notice to complete the Termination Obligations set forth in the Termination Notice. Following the District’s completion of the Termination Obligations as set forth in the Termination Notice, this Agreement shall be deemed terminated with respect to the District. Under no circumstances shall the Authority and/or the City be responsible for any costs related to the Termination Obligations.

D. The Parties acknowledge that each Party must budget for maintenance costs for the ensuing year. The Parties acknowledge and agree that at the time of execution of this Agreement, the termination of this Agreement for a District Default will cause damages to the City and Authority which are difficult to ascertain as of the Effective Date of this Agreement. Therefore, the Parties agree that in the event the Agreement is terminated due to a District Default, the District shall be required to pay the Authority and City an amount equal to the then-current year’s budgeted District Maintenance (the “Termination Settlement Amount”). The City and Authority may agree in writing which Party (as between them) will receive all or a portion of the Termination Settlement Amount based upon which Party or Parties assumes the District Maintenance thereafter.

V. DISPUTE COSTS. In the event of any litigation or dispute resolution between or among the Parties hereto concerning the failure of the District to perform the District Maintenance in accordance with the Annual Maintenance Plan or a District Default, the City and/or the Authority shall be entitled to receive from the District, in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses incurred by the City and/or the Authority in such litigation or dispute resolution, including reasonable attorneys’ fees.

VI. ACCESS RESTRICTION. The City and District shall not at any time access the Common 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.

VII. 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 District 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 District. The Authority shall be responsible for providing updated insurance certificates from its respective insurance carriers and forwarding the replacement certificates to the City and District 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 District shall provide the following coverages:

1. Commercial General Liability Insurance. The District 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 District shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, if the District has employees, the District 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 District shall provide certificates of insurance to the Authority and City demonstrating that the required coverages are in effect. The District 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 District 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.

VIII. CONTRACTORS AND SUBCONTRACTORS.

A. The District shall include in all contracts with any of its contractors or subcontractors performing District Maintenance (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 District shall include in all contracts with any of its Contractors an obligation that the Contractors (1) obtain a permit from the Authority and, if necessary, the City in accordance with Section I.B hereof; and (2) obtain and maintain insurance, at the Contractors' or District's sole cost and expense, as required in the Authority-issued and City-issued permits, respectively.

C. The District 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 District Maintenance contracts in excess of Fifty Thousand Dollars (\$50,000).

IX. 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., 3rd Floor
 Aurora, CO 80012
 Attn: City Engineer
 Email: hjohanse@auroragov.org

To the Authority: E-470 Public Highway Authority
 Attention: Executive Director
 Administrative Headquarters Facility
 22470 East Stephen D. Parkway
 Aurora, CO 80018
 Email: jdonahue@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

To the District: Windler Operations Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
Attention: Clint C. Waldron
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Phone: (303) 858-1800
Email: cwaldron@wbapc.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.

X. 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 District, 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 District, or the City pursuant to the Colorado Governmental Immunity Act, Colo. Rev. Stat. Section 24-10-101, *et seq.*

H. Nonassignability. The City may not assign its rights or delegate its duties hereunder without the prior written consent of the Authority. The Authority may assign its rights or delegate its duties hereunder without the prior written consent of the City or the District. The District 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 District understand and agree that both the City and the District, along with their respective subcontractors, vendors, and employees, shall pay all 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 on 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 Colo. Rev. Stat. Section 29-1-110, the financial obligations of the City, the District, 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, Colo. Rev. Stat. Sections 24-71.3-101, *et seq.*, 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

DocuSigned by:

Joe Donahue

14FC8148C64451...

By: Joe Donahue

Its: Executive Director

DEPARTMENT APPROVAL:

DocuSigned by:

Ng Th

1E443F9883F44A6...

Director of Engineering and Roadway Maintenance

FINANCE APPROVAL:

DocuSigned by:

Briana Summers

D5777098U769488...

Controller

APPROVED AS TO FORM:
ICENOGL SEAVR POGUE
A Professional Corporation

Shannon S. Johnson

Shannon Smith Johnson
2024.07.11 11:59:48 -06'00'

General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: July 11, 2024

THE CITY OF AURORA, COLORADO

Mike Coffman, Mayor

ATTEST:

Kadee Rodriguez, City Clerk

APPROVED AS TO LEGAL FORM:

Michelle Gardner

Michelle Gardner, Sr. Asst. City Attorney

**WINDLER OPERATIONS METROPOLITAN
DISTRICT,**
a political subdivision and quasi-municipal
corporation of the State of Colorado organized
pursuant to Title 32, C.R.S.



Christopher Fellows, President

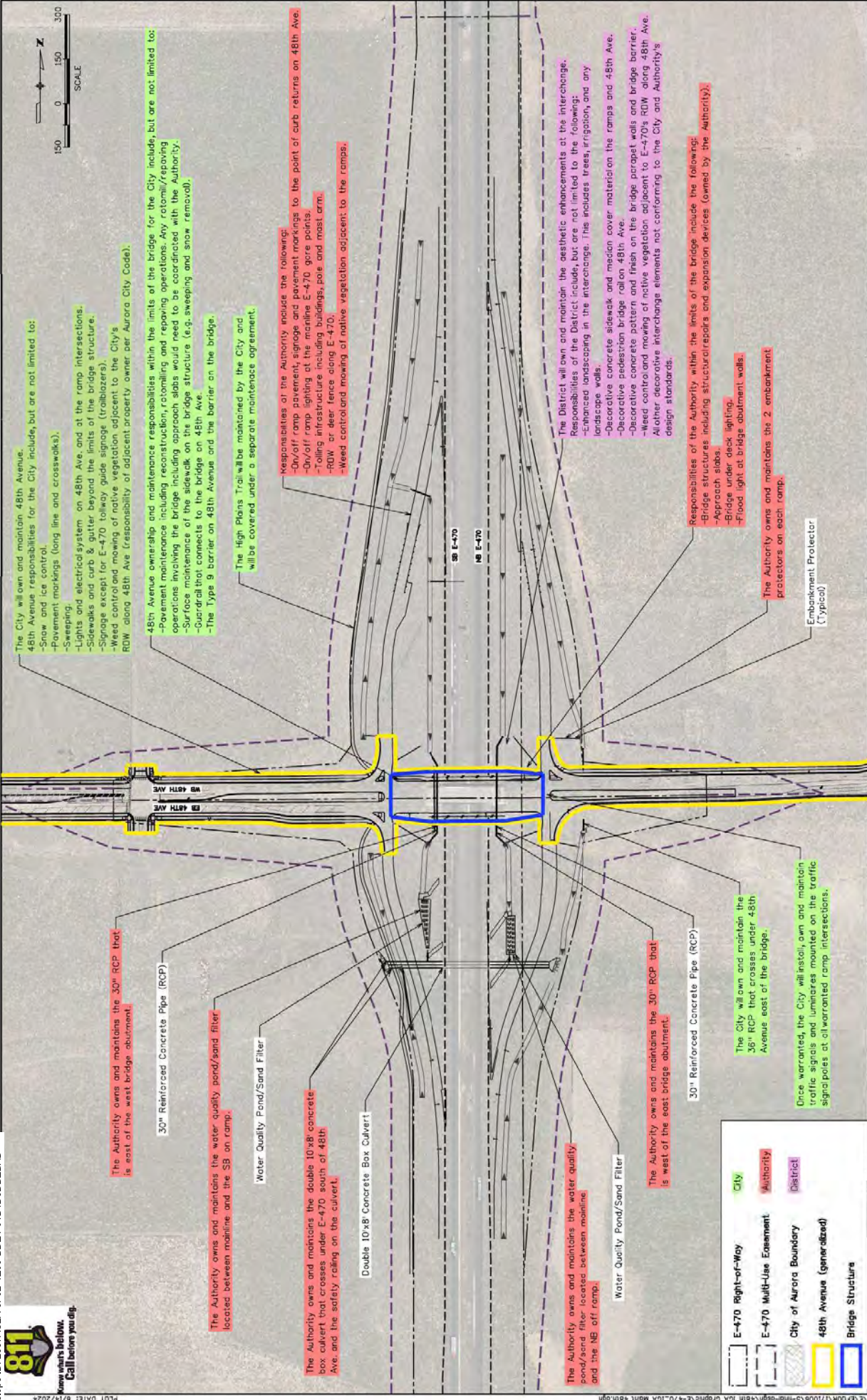
Attest:

By:



EXHIBIT A

Common Areas



The City will own and maintain 48th Avenue. 48th Avenue responsibilities for the City include, but are not limited to:

- Snow and ice control.
- Pavement markings (long line and crosswalks).
- Sweeping.
- Lights and electrical system on 48th Ave, and at the ramp intersections.
- Sidewalks and curb & gutter beyond the limits of the bridge structure.
- Signage except for E-470 tollway guide signs (tollboozers).
- Weed control and mowing of native vegetation adjacent to the City's ROW along 48th Ave (responsibility of adjacent property owner per Aurora City Code).

48th Avenue ownership and maintenance 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 approach slabs would need to be coordinated with the Authority.
- Surface maintenance of the sidewalk on the bridge structure (e.g. sweeping and snow removal).
- Guardrail that connects to the bridge on 48th Ave.
- The Type 9 barrier on 48th Avenue and the barrier on the bridge.

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 48th Ave.
- On/off ramp lighting at the mainline E-470 gore points.
- Tolling infrastructure including bollards, pole and mast arm.
- ROW or deer fence along E-470.
- Weed control and mowing of native vegetation adjacent to the ramps.

The District will own and maintain the aesthetic enhancements at the interchange. Responsibilities of the District include, but are not limited to the following:

- Enhanced landscaping in the interchange. This includes trees, irrigation, and any landscape walls.
- Decorative concrete sidewalk and median cover material on the ramps and 48th Ave.
- Decorative pedestrian bridge rail on 48th Ave.
- Decorative concrete pattern and finish on the bridge parapet walls and bridge barrier.
- Weed control and mowing of native vegetation adjacent to E-470's ROW along 48th Ave. Although decorative interchange elements not conforming to the City and Authority's design standards.

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.

The Authority owns and maintains the 2 embankment protectors on each ramp.

Embankment Protector (Typical)

The City will own and maintain the 30" RCP that crosses under 48th Avenue east of the bridge.

Once warranted, the City will install, own and maintain traffic signals and luminaires mounted on the traffic signal poles at all warranted ramp intersections.

ISSUE RECORD

NO.	BY	DATE	NO.	BY	DATE	PURPOSE	SCALE

Legend:

- E-470 Right-of-Way
- E-470 Multi-Use Element
- City of Aurora Boundary
- 48th Avenue (Generalized)
- Bridge Structure
- City
- Authority
- District

AS-BUILT

E470

48TH AVENUE & E-470 INTERCHANGE

IGA MAINTENANCE

ISSUED DATE: _____

STRUCTURE NUMBER: _____

ORIGINAL E-470 CONTRACT NO. _____

SHEET NUMBER: **300**

TRANSPORTATION, AIRPORTS, AND
PUBLIC WORKS COMMITTEE
JUNE 26, 2024



IGA WITH E-470 & WINDLER FOR 48TH AVENUE BRIDGE MAINTENANCE

HALEY JOHANSEN, CITY ENGINEER
DEVELOPMENT SERVICES



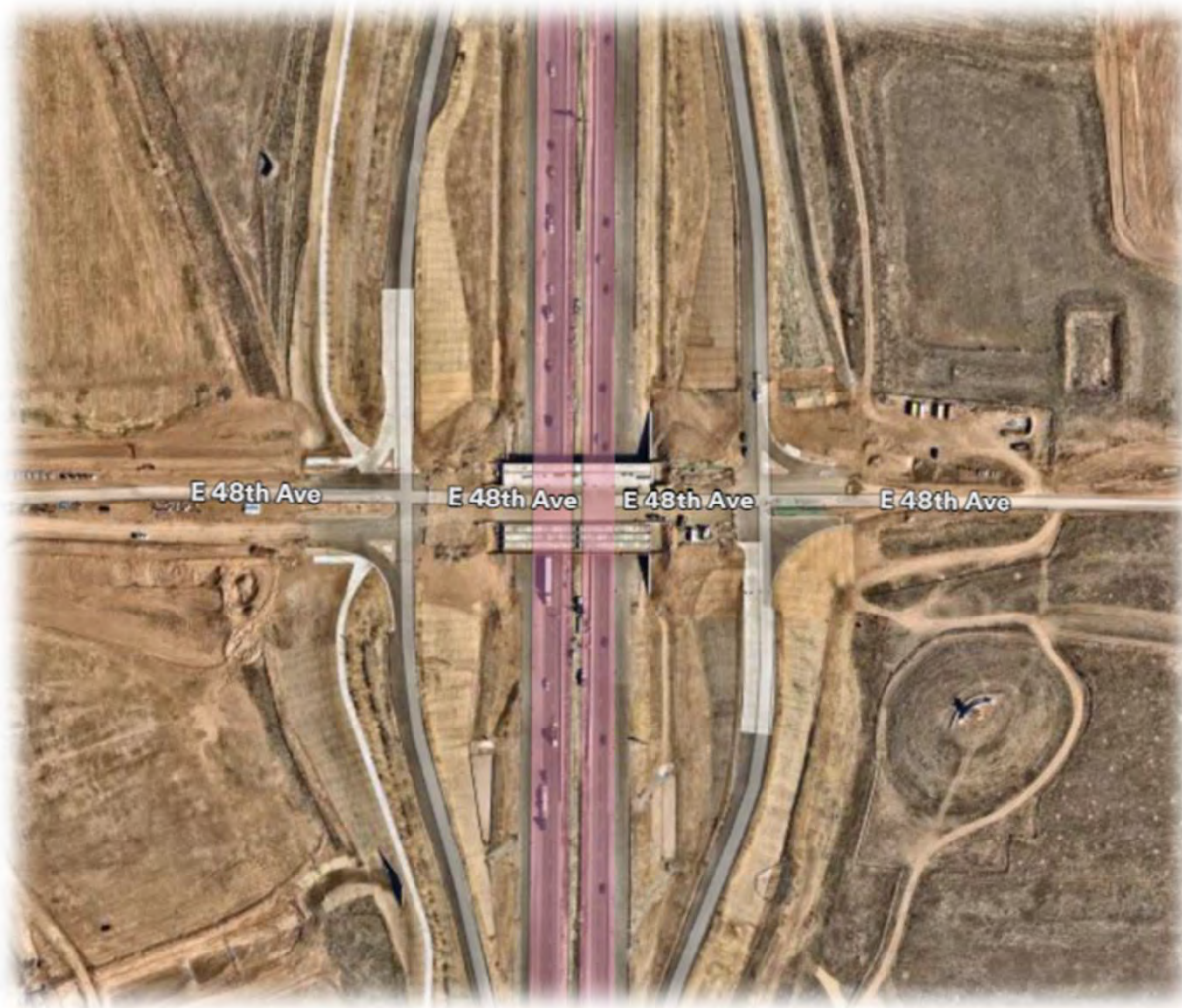


- E. 48th Avenue connects Picadilly on the west to the develops on the east side of E-470
- A bridge over E-470 is required to create this connection
- E. 48th at E-470 is also an interchange to E-470
- E-470 and COA have entered into similar IGAs to define maintenance responsibilities where infrastructure overlaps.
- Windler development is NW, NE, and SW of the bridge & interchange
- TAH development is SE of the bridge & interchange

E. 48TH AVENUE BRIDGE & INTERCHANGE



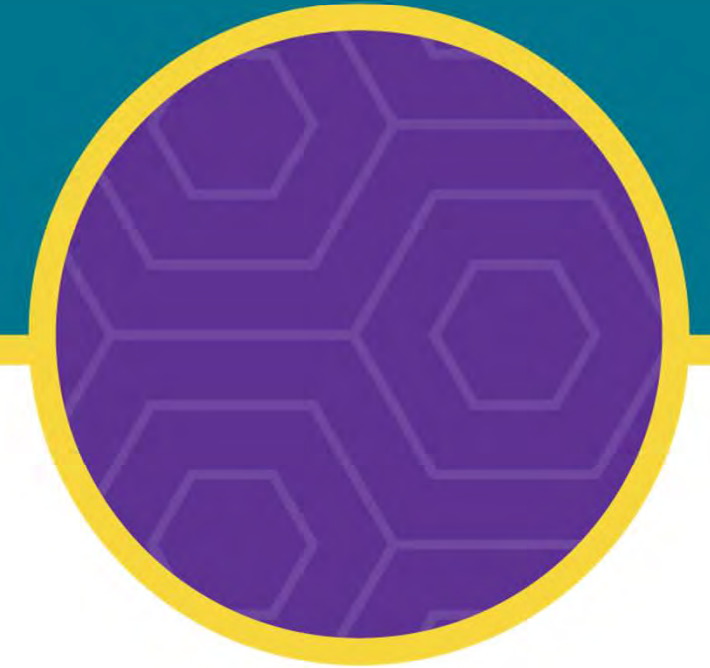
COA MAINTENANCE RESPONSIBILITIES



Nearmap Image, as of 4/11/2024

- Aurora
 - Pavement maintenance on bridge
 - Surface maintenance of sidewalks (incl. sweeping and snow removal)
 - Guardrail connecting to the bridge on 48th
 - Type 9 barrier on 48th and the barrier on the bridge
 - Pavement markings
 - Lights and electrical system on 48th and at ramp intersections
 - Sidewalk, curb & gutter beyond limits of bridge
 - Signage, except for E-470 tollway guide signage
 - 36" RCP crossing under 48th Ave, east of bridge
 - Traffic signals, once warranted
 - Snow removal & sweeping

MAINTENANCE REPONSIBILITIES



- **Windler Operations Metropolitan District**
 - Decorative concrete sidewalk and median cover material on the ramps and 48th Ave
 - Decorative pedestrian bridge rail on 48th Ave
 - Decorative concrete pattern and finish on bridge parapet walls and bridge columns
 - Enhanced landscaping in the interchange
- **Maintenance Standards**
 - The entity responsible for maintenance will adhere to their respective maintenance standards for those items.
- **E-470**
 - Bridge structures
 - Approach slabs
 - Bridge underdeck lighting
 - Flood light at bridge abutment walls
 - On/off ramp pavement, signage to the point of curb returns on 48th Ave
 - On/off ramp lighting at the mainline E-470 gore points
 - Tolling infrastructure
 - ROW or deer fence along E-470
 - Weed control and mowing of native vegetation adjacent to ramps
 - Water quality pond/sand filter located between both mainline and SB & NB ramps
 - Two 30" RCPs, one east of west bridge abutment, and one west of east bridge abutment
 - Double 10'x8' concrete box culvert and safety railing under E-470 south of 48th Ave.

QUESTIONS & DISCUSSION

Does the Council Policy Committee support the Resolution for the Intergovernmental Agreement between City of Aurora, E-470, and Windler Operations Metropolitan District regarding the operations and maintenance for E. 48th Avenue Bridge and overlapping facilities moving forward to the next available Study Session?





CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Arapahoe County for Gun Club Multimodal Improvements Project (Resolution)
Item Initiator: Megan Cox, Program Coordinator, Public Works
Staff Source/Legal Source: Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: TBD

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

Item requires a Public Hearing: Yes No

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

- 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)

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 7/18/2024

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.)*

At the October 27th, 2022 meeting of the Transportation, Airports, and Public Works Policy Committee, staff provided an overview of the DRCOG FY2022-2027 Transportation Improvement Program (TIP) process and current and future project/ program application calls. (minutes attached)

At the November 30th, 2022 meeting of the Transportation, Airports and Public Works Policy Committee, staff provided an update on the applications that were submitted to the DRCOG Sub-Regional TIP forum for 2022 Call 4. (minutes attached)

At the February 4th, 2023 Winter Workshop, staff presented pending TIP funding applications for Call 4.

Item was introduced in TAPS meeting on October 26, 2023 and was recommended for approval.

CDOT IGA for item was presented at February 1, 2024 TAPS meeting.

IGA item was recommended for approval at July 18, 2024 TAPS meeting.

Item was presented to TAPS on July 18, 2024 and was recommended for approval.

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

The City of Aurora applied for a DRCOG 2024-2027 Transportation Improvement Program (TIP) Call 4 Arapahoe County Subregional Forum Project Application grant, administered by the Colorado Department of Transportation (CDOT). Funds from this program are distributed to projects that are expected to improve safety, mobility, and travel for users in the City.

Staff identified multimodal and capacity improvements needed along Gun Club Road between Quincy Avenue and Aurora Parkway and submitted an application for preconstruction activities including environmental clearances and design for capacity, operational, and multimodal improvements.

The project was submitted with a local match of 40%. Arapahoe County will contribute \$500,000 (20%) and the City will contribute \$500,000 (20%) of the local match. DRCOG will contribute \$1,500,000 (60%) for a total project budget of \$2,500,000.

Grant Application As Submitted

DRCOG	\$1,500,000	60%
COA	\$500,000	20%
Arapahoe County	\$500,000	20%
TOTAL	\$2,500,000	

Grant As Awarded & Tracked in IGA w/ CDOT

DRCOG	\$1,500,000	80%
Local Match	\$375,000	20%
Budget Tracked in IGA		\$1,875,000
Plus Over Match		\$625,000
Project Budget		\$2,500,000

This Study Session item is to approve the IGA between the City of Aurora and Arapahoe County and move forward to the next Regular Meeting.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

City Match funds are budgeted in 49743 – Transportation Improvement Program Match.

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A. Workload will be absorbed into FTE positions in Transportation Project Delivery unit of Public Works Engineering.

QUESTIONS FOR COUNCIL

Does Council support moving forward the Resolution for the Intergovernmental Agreement between Arapahoe County and City of Aurora for the Gun Club Multimodal Improvements Project to the next available Council Meeting?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (M. Gardner)



IGA between Arapahoe County and the City of Aurora for the Gun Club Multimodal Improvements Project

Gun Club Road Multimodal Improvements

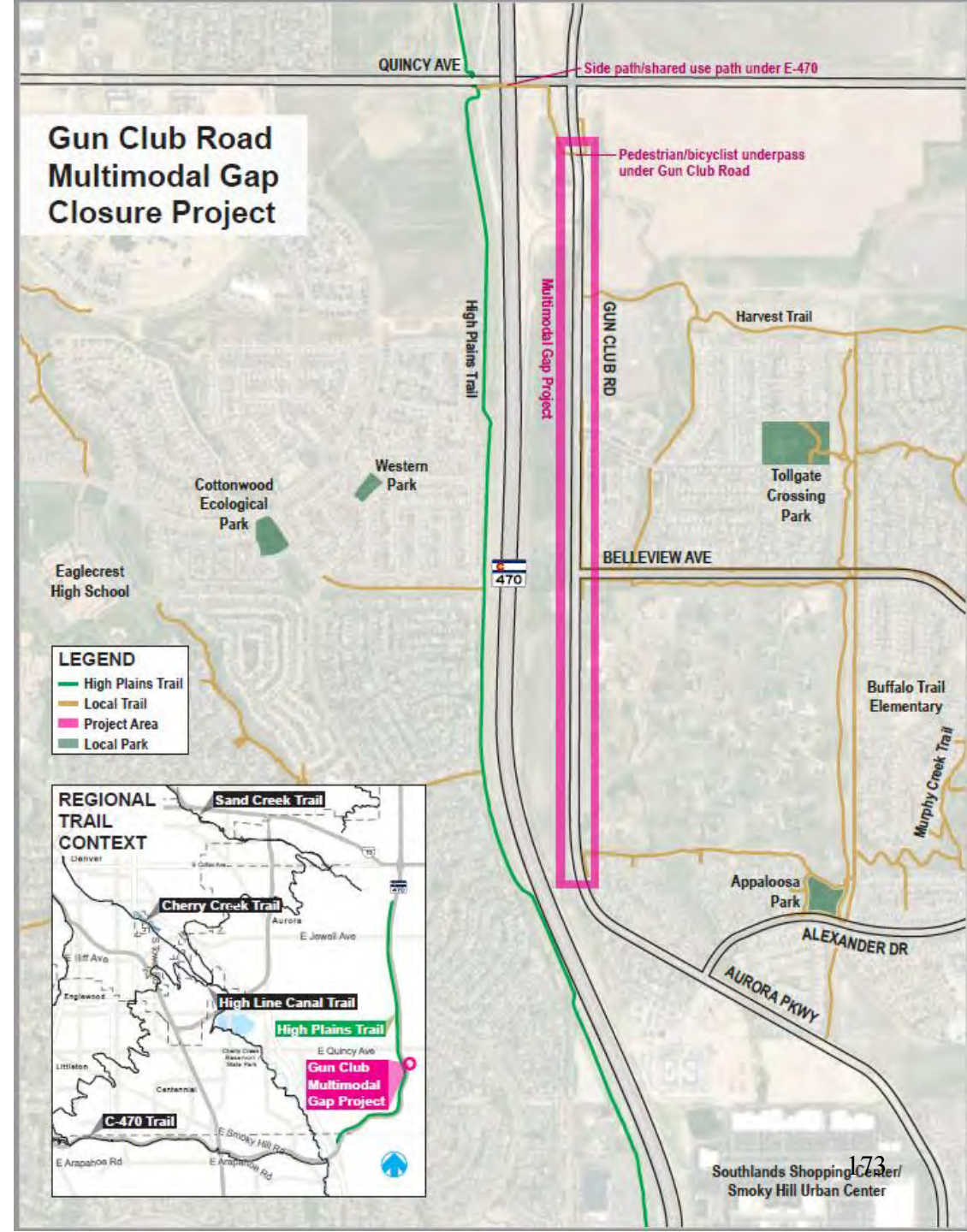
Project Limits:

Gun Club Road between Quincy Avenue and Aurora Parkway

Scope:

Design Improvements

- 100% design
- National Environmental Policy Act (NEPA) evaluation
- Complete street cross-section
- 2 travel lanes in each direction
- Intersection improvements
- Multi-use path



Arapahoe County and City of Aurora Intergovernmental Agreement

- Federal grant funding through DRCOG
- Grant is administered through the Colorado Department of Transportation (CDOT)
- COA will manage the project with Arapahoe County as a partner
- Allocated shares of project costs

DRCOG	\$1,500,000	60%
COA	\$500,000	20%
Arapahoe County	\$500,000	20%
TOTAL	\$2,500,000	

- CDOT IGA has been executed



Does Council support moving forward the Resolution and Intergovernmental Agreement between Arapahoe County and City of Aurora to the next available Council Meeting?



Questions and Discussion



Agenda
Transportation, Airports and Public Works

October 27, 2022

1:00 pm

VIRTUAL MEETING

City of Aurora

15151 E Alameda Parkway

Council Member Juan Marcano, Chair
Council Member Alison Coombs, Vice-Chair
Council Member Crystal Murillo, Member

Goal

Ensure excellent infrastructure that is well maintained and operated.

Dial: 720-650-7664

Event Code: 2489 577 1550

This meeting will be live-streamed on the city's YouTube channel. Watch at [YouTube.com/TheAuroraChannel](https://www.youtube.com/TheAuroraChannel)

	Pages
1. Welcome/Introduction	
2. Approval of September 22, 2022 Meeting Minutes	1
3. Consent Items	
4. General Business	
4.a. Briefing from Colorado Energy Office (CEO) on Statewide eBike Initiatives	5
Agenda Long Title: Briefing from Colorado Energy Office (CEO) on Statewide eBike Initiatives	
Staff Source: Tom Worker-Braddock, Sr. Transportation Planner / Michelle Gardner, Sr. Assistant City Attorney	
Outside Speaker: Sarah Thorne, Senior Program Manager, Colorado Energy Office	
Estimated Presentation / Discussion Time: 10/5 Minutes	

- 4.b. Resolution for the IGA between City and CDOT for Funding of the Aurora Aerotropolis / I-70 Corridor TDM Program Development and Implementation Project** 14
- Agenda Long Title: Resolution for the IGA between City and CDOT for Funding of the Aurora Aerotropolis / I-70 Corridor TDM Program Development and Implementation Project
 Staff Source: Tom Worker-Braddock, Sr. Transportation Planner / Michelle Gardner, Sr. Asst. City Attorney
 Estimated Presentation / discussion Time: 10 minutes / 5 minutes
- 4.c. Arapahoe Countywide Transit and Micromobility Study** 72
- Arapahoe Countywide Transit and Micromobility Study Staff Source Mac Callison, Transportation Planning Supervisor / Michelle Gardner, Sr. Assistant City Attorney Estimated Presentation/Discussion Time:10/10
- 4.d. Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Application** 80
- Agenda Long Title: Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Application Overview
 Staff source and Legal Source: Victor Rachael, Deputy Director of Public Works Engineering/ Michelle Gardner, Sr. Assistant City Attorney
 Estimated Presentation / Discussion Time: 5 / 5
- 4.e. Alternative Fuels Corridor Nomination Process** 86
- Alternative Fuels Corridor Nomination Process
 Victor Rachael, Deputy Director of Public Works Engineering / Michelle Gardner, Senior Assistant City Attorney
 Mike King, Assistant Director of Electrification and Energy, Colorado Department of Transportation
 Estimated Presentation / discussion time: 15/5
- 4.f. Grant Updates- DRCOG FY2022-2027 Transportation Improvement Program and Infrastructure Investment and Jobs Act Discretionary Grant Programs** 101
- Agenda Long Title: Grant Updates – DRCOG FY2022-2027 Transportation Improvement Program and Infrastructure Investment and Jobs Act Discretionary Grant Programs Staff Source Name and Title / Legal Source Name and Title: Victor Rachael, Deputy Director of Public Works Engineering, Mac Callison, Transportation Planning Supervisor / Michelle Gardner, Senior Assistant City Attorney Estimated Presentation/Discussion Time: 15/5



CITY OF AURORA

Council Agenda Commentary

Item Title: Grant Updates – DRCOG FY2022-2027 Transportation Improvement Program and Infrastructure Investment and Jobs Act Discretionary Grant Programs

Item Initiator: Victor Rachael, Deputy Director of Public Works Engineering

Staff Source/Legal Source: Victor Rachael, Deputy Director of Public Works Engineering / Michelle Gardner, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ITEM DETAILS:

- Agenda Long Title: Grant Updates – DRCOG FY2022-2027 Transportation Improvement Program and Infrastructure Investment and Jobs Act Discretionary Grant Programs
- Staff Source Name and Title / Legal Source Name and Title: Victor Rachael, Deputy Director of Public Works Engineering, Mac Callison, Transportation Planning Supervisor / Michelle Gardner, Senior Assistant City Attorney
- Estimated Presentation/Discussion Time: 15/5

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input checked="" type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 6/2/2022

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"/> Recommendation Report Attached |
| <input checked="" type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

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

Staff briefed the Committee at the June 2, 2022 TAPS Policy Committee Meeting regarding the overall DRCOG TIP process and specifically three proposed project application submittals to be presented in the Call #2 Subregional Share to the Adams and Arapahoe Transportation Forums. Additionally, staff briefed the Committee on the Infrastructure Investment and Jobs Act Discretionary Grant Programs.

City staff reviews all known grant opportunities and compares to project opportunities within the city in an effort to leverage funding for the greater benefit of Aurora residents. In past DRCOG Transportation Improvement Program (TIP) cycles, staff has had great success in applying for and receiving grants.

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

Overview

Staff will provide an overview of the overall DRCOG FY2022-2027 Transportation Improvement Program (TIP) process and current and future project/program application calls. We were successful in the TIP Call #2 – Subregional Share with having the following three projects fully funded as proposed in our application submittals:

- Citywide Multimodal Transportation Master Plan
- Sidewalk Multimodal Access Improvements
- Smith Road Bicycle / Pedestrian Multi-use Path between Peoria Station and Powhaton

An overview of our TIP Call #3 Regional Share – Peoria Bridge Over Sand Creek Replacement – NEPA and Final Design project application submittal and potential projects for TIP Call #4 – Subregional Share will be provided for informational purposes. Staff will continue to work on refining the potential project list and present a final list to the committee at a future date prior to submittal to DRCOG.

Lastly, an overview of the Infrastructure Investment & Jobs Act / USDOT Discretionary Grant Programs, including a list of potential projects will be provided.

Recent DRCOG TIP Process and Board Approval

On May 2, 2022 DRCOG issued the second of four Calls for Projects (Call #2, or the Subregional Share for the current FY2022-2025 TIP) to program \$463.3 million in available funds from federal fiscal year 2022 through 2027. A total of 59 applications were received regionwide totaling \$186.3 million for the \$172.8 million available to program. Similar to Call #1 Regional Share, Call #2 focused solely on Air Quality and Multimodal projects for the current FY2022- 2025 TIP. The applications submitted in both calls can be found [here](#).

In the Subregional Share processes (the concluded Call #2 and the upcoming Call #4), each transportation forum is provided a funding target (based on an average of population, employment, and estimated vehicle miles traveled within their county as compared to the regional total). Projects are submitted by sponsors to the forum

FY2024 – 2027 Transportation Improvement Program













Submitted Projects in Arapahoe & Adams Forums

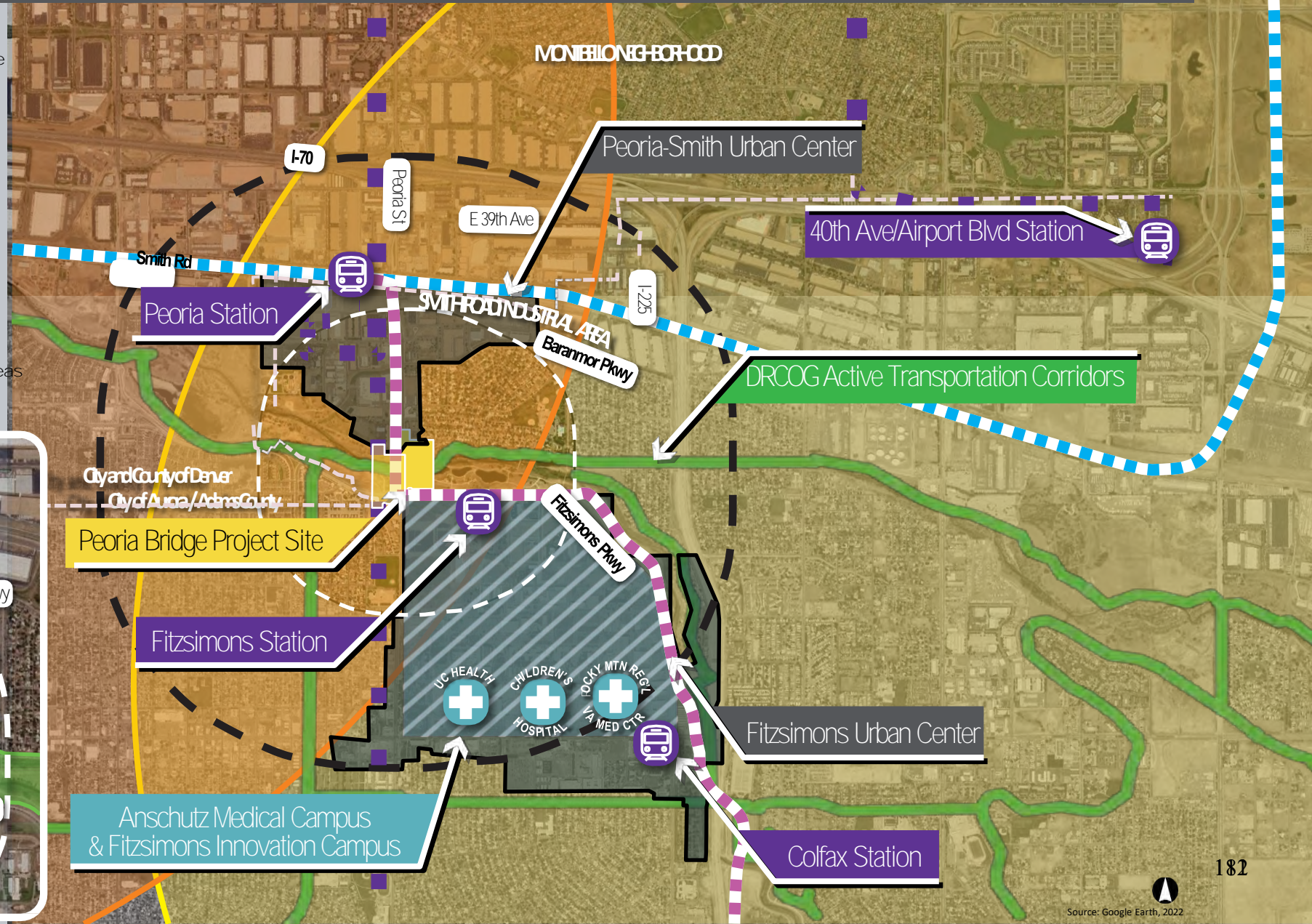
Regional Projects - Call # 3

Project Name	Forum/Jurisdiction	Federal Funding Requested in \$1,000s	Proposed Local Match in \$1,000s	Total Cost in \$1,000s
High Line Canal Trail Underpass at Broadway - Construction	Arapahoe/Arapahoe County	\$ 13,120	\$ 3,281	\$ 16,401
High Line Canal Trail Underpass at Quebec - NEPA, Design, Construction	Arapahoe/Arapahoe County	\$ 11,200	\$ 2,800	\$ 14,000
Peoria Bridge Over Sand Creek Replacement - NEPA & Final Design	Adams/Aurora	\$ 1,800	\$ 1,200	\$ 3,000
104th Avenue Capacity Improvements - NEPA and Construction	Adams/Thornton	\$ 17,250	\$ 7,750	\$ 25,000
McKay Road Operational Improvements - NEPA & 30% Design	Adams/Adams County	\$ 1,000	\$ 1,000	\$ 2,000
Total		\$ 44,370	\$ 16,031	\$ 60,401



Peoria Bridge Over Sand Creek Project Area

-  Project Site
-  1/2-mile Radius Around Project Site
-  1-mile Radius Around Project Site
-  Bus Route 121
-  Light Rail Transit, A Line
-  Light Rail Transit, R Line
-  Transit Station
-  DRCOG Urban Center
-  DRCOG Freight Focus Area: RIno Industrial District
-  DRCOG Freight Focus Area: I-70 East Distribution Corridor
-  Overlap of DRCOG Freight Focus Areas
-  City/County Limits



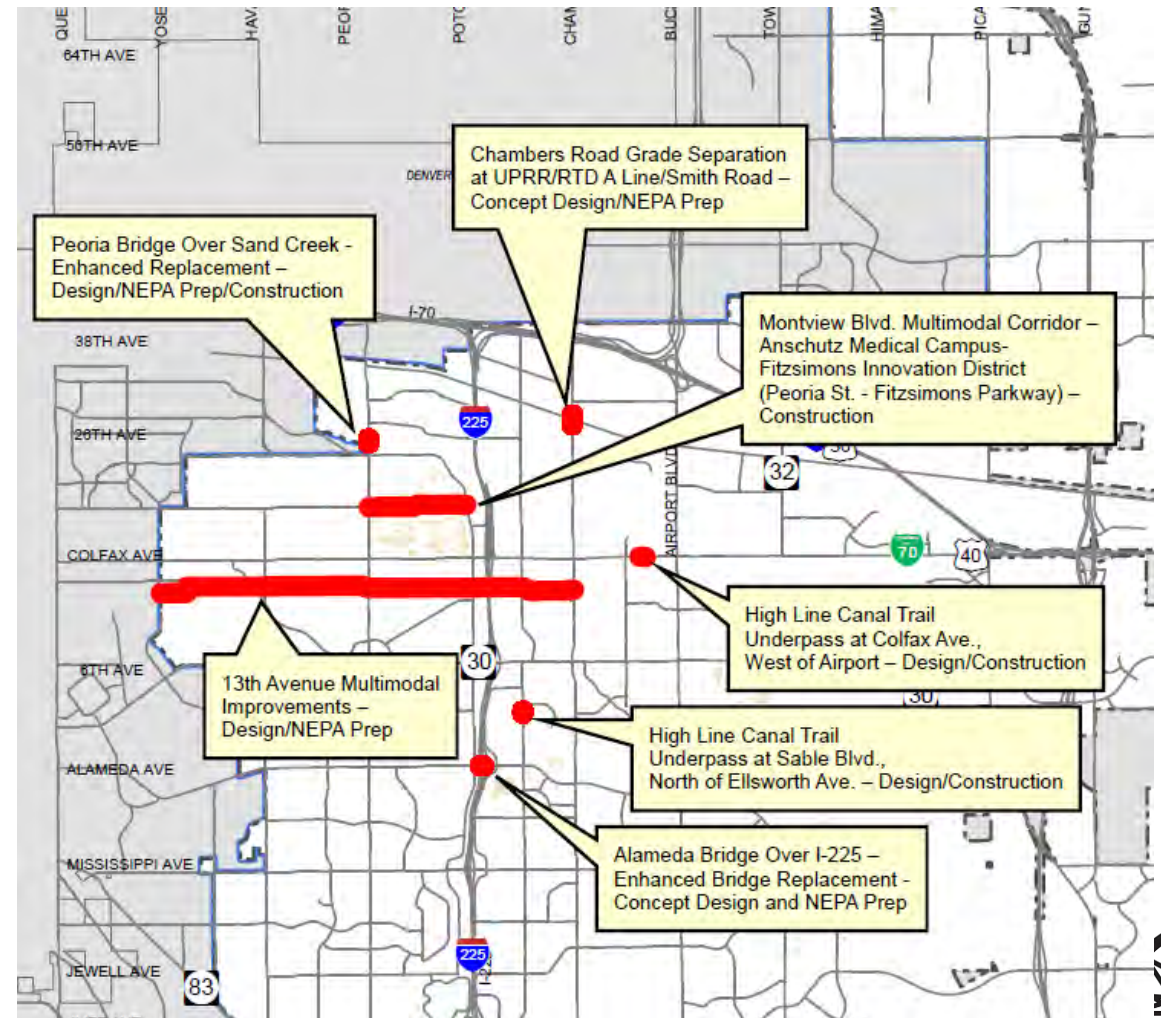
Peoria Bridge Over Sand Creek

- Constructed 1966
- Current Traffic Volume: 33,300 vpd
- Freight, vehicle, transit, bicycle and pedestrian connection across Sand Creek Regional Greenway and into Denver
- Narrow and **Functionally Obsolete** 4-lane bridge, deficient sidewalk and bike/ped path width & protection
- Rapidly becoming “**structurally deficient**”
- Sufficiency Rating: 49



Potential Projects for Call #4

- **13th Avenue Multimodal Improvements - NEPA and Final Design**
- **High Line Canal Trail Underpass at Colfax Ave., west of Airport Blvd. - Design/Construction**
- **Alameda Bridge Over I-225 – Enhanced Bridge Replacement - Concept Design, NEPA, Final Design**
- **Multimodal Access Improvements – Havana Corridor & Others – Design and Construction**
- **Gun Club Road (Quincy – Aurora Pkwy) - NEPA and Final Design**



Potential Projects for Infrastructure Investment & Jobs Act USDOT Discretionary Grant Programs

- **Montview Blvd. Multimodal Corridor** – Project Construction - Anschutz Medical Campus-Fitzsimons Innovation District (Peoria St. - Fitzsimons Parkway) - RAISE Grant Q1-2 2023
- **Alameda Bridge Over I-225** – Enhanced Bridge Replacement - Concept Design/NEPA/Final Design - RAISE Grant, Reconnecting Communities Q1-2 2023
- **Chambers Road Grade Separation at UPRR/RTD A Line/Smith Road** – Concept Design/NEPA Preparation – Infrastructure for Rebuilding America (INFRA Grant), RR Crossing Elimination Competitive Pgm. Q2-3 2023
- **Traffic Management Center/Fiber Optic Communications** – Design & Construction – Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Q1-2 2023



Potential Projects for Infrastructure Investment & Jobs Act USDOT Discretionary Grant Programs (cont.)

- **ADA Transition Plan Implementation (within ROW)** - Prioritized design and construction of identified ramps and sidewalks – Active Transportation Infrastructure Investment Pgm. Q 2-3 2023
- **Gun Club Road (Quincy Avenue – Aurora Parkway)** - NEPA, Final Design, Construction – RAISE Grant, Congestion Relief Program Q1-2 2023
- **Citywide Transportation Safety Study** - Conduct a comprehensive transportation safety study to support efforts aligned with advancing overall safety and other complete street improvements to reduce crashes and fatalities, for cyclists, pedestrians and vehicle operators. SS4A Q2-3 2023



Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

June 2, 2022

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member (CM) Alison Coombs, Vice-Chair; Council Member (CM) Crystal Murillo (absent)

Others Present: Jack Bajorek, Daniel Brotzman, Traci Burton, Mac Callison, Carlie Campuzano, Lynne Center, Cindy Colip, Michelle Gardner, Karen Hancock, Huiliang Liu, Matthew Kozakowski, Daniel Krzyzanowski, Julie Patterson, Mindy Parnes, Victor Rachael, Jeannine Rustad, Elly Watson, Tom Worker-Braddock

1. WELCOME AND INTRODUCTION

2. APPROVAL OF MINUTES

The minutes for the April 28, 2022 TAPS meeting were approved as written.

3. CONSENT ITEMS (None)

4. GENERAL BUSINESS

4.a. DRCOG 2022-2027 Transportation Improvement Program (TIP) Project Application Update and Infrastructure Investment & Jobs Act Overview

Summary of Issue and Discussion:

Mac Callison, Matt Kozakowski, Cindy Colip, and Huiliang Liu presented an update on the Denver Regional Council of Governments (DRCOG) 2022 to 2027 TIP Project application and an overview of the Infrastructure Investment and Jobs Act (IIJA). For Call 2, the TIP is providing \$451 million from varying sources from both state and federal funding for transportation projects in the Metroplex. It provides regional funding for regionally and sub-regionally significant projects. Aurora is within the Adams County and Arapahoe County Subregions.

The Infrastructure Investment and Jobs Act (IIJA) created 25% additional funding from the prior authorization act. This bill is a five-year authorization bill with annual appropriation bills attached to it. There are additional discretionary grant opportunities available at two regional agencies, the State Department of Transportation (DOT), and local jurisdictions. Adams County represents 15.5% of the total regional shares with \$23.9 million available and Arapahoe County covers 18.5% with \$28.9 million in available funding. The funding amounts will ebb and flow slightly as additional formula finalization of numbers from the US DOT come through to the Colorado Department of Transportation (CDOT) and CDOT disseminates those to the Metropolitan Planning Organizations (MPOs) such as DRCOG. Call 2 projects need to be submitted because the Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Senate Bill 21-260 multimodal transportation and mitigation options fund (MTMOF) have a completion date of 2026.

mobility modes and provide residents with community clarity and consistency. Community engagement programs will be done through surveys, focus groups, and other outreach platforms. The plan will continue to be updated to be relevant in terms of investment and meeting goals and objectives.

The Sidewalk Multimodal Access Improvements project will be a continuation of efforts to enhance pedestrian and bicycle access. This is in conjunction with the current Sidewalk Gap Closure TIP project which emphasized missing or substandard sidewalks. In the Havana Corridor Transportation Study, multiple areas were identified that needed improvements for transit. Havana Street, Yale Avenue, Chambers Road, and Colfax Avenue were identified as areas in need of transit stop connectivity. This project will serve vulnerable populations, provide safer access to all users, and implement ADA compliance. On the east side of Havana, there are no sidewalks that people who need wheelchairs can navigate safely. In the area, there are obstructions, unpaved sidewalks, and high-speed and high-volume traffic. North of Colfax Ave, locations were identified to improve access to transit stops at 13th Avenue, 17th Avenue, and Montview. In the southern part of Yale Avenue, there is no sidewalk. Bus access will also be a focus on the segment east of Peoria. Bus stops are standing in the middle of grassy areas which causes difficulty to access. On Chambers Road, there is also an area with bus stops serviced by Bus 153 in the middle of grassy areas which causes safety and accessibility concerns. In the area serviced by Bus 15, the segment of the corridor is unpaved. The city staff is in the process of developing cost estimates for the upcoming grant application.

The Smith Road Corridor is approximately eight miles long and is an important corridor for transit and jobs. There is a large presence of logistics-driven businesses that have lower-wage jobs that rely on transit. The project will produce a safe multimodal facility to allow for connections along the corridor. It proposes to install regional protected and separated bike and pedestrian facilities. Staff is looking into a varied approach for different segments of the 9-mile corridor due to the heavy rail & commuter rail presence as well as high volume of traffic and turning movements associated with the logistics uses. The installation of drainage infrastructure is also being considered. This varied approach with context-sensitivity throughout the corridor will drive construction costs. The proposed application in Call 2 is to utilize the federal funding and the 10% MMOF funding match to develop a 60% design effort for the entire corridor to address different factors that will affect the design and cost. This will allow the city to better prepare and move forward with future projects and applications with accurate costs. The 60% design allows the city to untether the bike and pedestrian facilities from the road. From this, different areas will be prioritized according to what needs to be improved first.

Staff is also proposing potential projects for Calls 3 and 4. The 13th Avenue Study will be used to identify constraints and opportunities and conduct NEPA preparations to have the 13th Avenue Multimodal Improvements queued for construction. Arapahoe County is fostering an initiative to look at Highline Canal Underpass crossing opportunities with one at Sable and another location on Colfax Avenue west of Airport Boulevard. The Alameda Bridge over I-225 is also proposed for an enhanced bridge replacement to advance the concept design and conduct NEPA preparations to be competitive for federal funding in the future. Concept design and NEPA preparations are also needed for the Chambers Road Grade Separation over Smith Road and Union Pacific Railroad where tanker trucks and semis frequently cross. The Peoria Bridge over Sand Creek is functionally and structurally at its limits and lacks sufficient bike/ped facilities. This bridge is urgently needed to be replaced and enhanced. Assessments will be done relative to discretionary grant opportunities as well as Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants. The Montview Boulevard on the Anschutz Medical Campus's final design is close to being completed. The next step is advancing it with partners on the campus for implementation. This project is a multimodal corridor improvement to serve the entire campus.



Agenda
Transportation, Airports and Public Works

November 30, 2022

1:00 pm

VIRTUAL MEETING

City of Aurora

15151 E Alameda Parkway

Council Member Juan Marcano, Chair
Council Member Alison Coombs, Vice-Chair
Council Member Crystal Murillo, Member

Goal

Ensure excellent infrastructure that is well maintained and operated.

Dial: 720-650-7664

Event Code: 2487 460 3184

This meeting will be live-streamed on the city's YouTube channel. Watch at [YouTube.com/TheAuroraChannel](https://www.youtube.com/TheAuroraChannel)

Pages

1. **Welcome/Introduction**
2. **Approval of October 27, 2022 Meeting Minutes** 1
3. **Consent Items**
4. **General Business**
- 4.a. **A Resolution for the IGA between the City and CDOT for the Advanced Traffic Controller Project** 10

Consideration to Approve a Resolution by the City Council of the City of Aurora, Colorado, for the Intergovernmental Agreement between City of Aurora and Colorado Department of Transportation for the Advanced Traffic Controller Project

Staff Source/Legal Source: Carlie Campuzano, Traffic Manager / Michelle Gardner, Sr. Asst. City Attorney

Estimated Presentation/Discussion Time: 5 minutes

the designation is official, projects could begin to receive NEVI funds. CDOT is working with Colorado Energy Office to set up a specific grant program and all its criteria. Grant solicitation will be done in Q1 of 2023. The NEVI plan will be updated on an annual basis and will be an ongoing program for at least five years.

Committee Discussion:

CM Murillo asked if Colfax would be an eligible roadway. M. King said yes since Colfax is part of the national highway system. CM Murillo said that she would be open to exploring what this program would look like for the Colfax Corridor. CM Marcano highlighted that Colfax and Havana are state highways that run through impacted communities in Aurora. He advocated for the corridors to be flagged through the NEVI or Charge Ahead Colorado Programs. CM Marcano asked if the corridors would be better suited for Charge Ahead or if they should aim for NEVI designation. M. King said that he will work with staff and other stakeholders on talking about I-225, Havana, or Colfax for the next round. He said that the project comes down to the location and the intended user. He explained that DC fast charging would be better to put in existing fueling stations or retail areas while Level 2 chargers would be a better fit for housing, work areas, community areas, etc. He added that the Level 2 chargers would be more affordable and would not have as many federal requirements. He mentioned that Colorado Energy and Xcel Energy have grants and programs to help communities develop an EV readiness plan which provides a roadmap for what funds will be pursued.

CM Marcano commented that Havana has a large shopping center where people spend a lot of time but there is only one rapid charging station. He mentioned that Havana BID may be interested in the conversation and it could bring more business to them. M. King mentioned that the Charge Ahead Colorado Grant Program has rounds three times a year. CM Coombs requested flagging Parker Road. CM Marcano mentioned getting high-voltage chargers in small-town restaurants and museums to general positive economic impact and increase the likelihood that people will adopt EVs.

Outcome: Information only.

Follow-up Action: No follow-up needed.

4.f. Grant Updates- DRCOG FY2022-2027 Transportation Improvement Program and Infrastructure Investment and Jobs Act Discretionary Grant Programs

Summary of Issue and Discussion:

Victor Rachael and Mac Callison presented an update on applications for the DRCOG FY2022-2027 TIP Calls #1-4. Call #1 represented a regional project focus for approximately \$40 million. The DRCOG Board approved the project recommendations which were solely directed for multimodal and transit projects in May 2022. Additionally, the Board approved the Forum(s) recommendations for Call #2, Sub regional Share projects at the September 21st Board Meeting. Call #2 has a total of approximately \$173 million for the entire region focused on multimodal and transit projects. The Forums received funding based on their proportional share of population, employment and vehicle miles traveled. Staff submitted three project applications 2 on this Call. Call #4, Sub regional Share Projects, will open on November 28th and applications are due on January 27, 2023. Total funding across all Forums is approximately \$193 million for multimodal, bridge, safety, and street projects. The Adams Forum is apportioned approximately \$30 million and the Arapahoe Forum funding level is estimated at \$36 million.

The six projects in Call #1 were brought into the FY2022 to 2025 TIP. Approved Call #1 projects includes the Denver-sponsored Colfax BRT Project which requested \$18 million and was awarded \$15 million to support the National Environmental Policy Act (NEPA) process and design activities for the project. Call #2 recommended projects were recently approved at the September 21st DRCOG Board meeting, including the Aurora Multimodal Transportation Master Plan programmed to start in FY 2023. Staff members are currently developing the scope for the RFP with recommendations coming to Council in Q1 of 2023. The notice to proceed is aimed at April 2023. Also moving forward is the Aurora Multimodal Access Improvements Design and Construction for locations on Havana Street, Colfax Avenue, and Yale Avenue focusing on sidewalk connections to bus stops. The Smith Road Multimodal Improvements – Design will also move forward to bring deliver a 60 percent design, including the multimodal side path. All these projects were successful in being awarded full funding as requested.

A total of 19 projects were submitted for Call #3 Regional Share Projects with 13 for the Surface Transportation Block Grant funding track and 6 for the Air Quality and Multimodal Grant funding track. These projects far exceed the available funding. The public comment period has been completed and all proposed project applications will be advancing to DRCOG for scoring. The scores provided are non-binding but serve an informational role. The project review panel is comprised of representatives from all 8 Transportation Forums, CDOT and RTD representatives and will convene on October 31st. The panel will ultimately make recommendations that will be forwarded to the DRCOG Board for approval on November 16th. Prior to Board action, the Call #3, Regional Projects assessment and recommendations will be brought to the Transportation Advisory Committee on November 14th and the Regional Transportation Committee on November 15th.

City staff compiled the Peoria Bridge over Sand Creek Replacement project application which aims to clear it through NEPA and produce a final design. The preliminary design concept at the 25 to 30% will be completed by a consultant team by years end. The project NEPA and final design activities is estimated to cost \$3 million with Aurora providing a 40% local match of \$1.2 million and the remainder, \$1.8 million being requested from available federal TIP funds. The Peoria Bridge has become aged and inadequate and is also a pinch point for traffic. It was constructed in 1996 and carries volumes of over 33,000 vehicles per day including freight traffic. There are concerns about it being structurally deficient, and it also does not provide adequate multimodal pedestrian and bicyclist passage and connectivity.

The Surface Transportation Block Grant funding category for which this proposed project is seeking funding has approximately a total of \$27.7 million apportioned to the Adams Transportation Forum. However, there are a total of \$121 million in applications. Call 4 has approximately \$192 million with a 55-45 split for surface transportation (STP) and Air Quality Multimodal projects. The project package recommendation will advance to the Executive Committee and then Adams County Transportation Forum. Those will be ported to the DRCOG Committees, Transportation Committee, Advisory Committee, RTC, and the DRCOG Board for consideration in March or April 2023. These recommendations will require policy and program changes to the overall TIP.

Call #4, Sub regional Share Projects, applications are anticipated to be e made for the 13th Avenue Multimodal Study for NEPA clearance and 60% design. The High Line Canal Trail Underpass at Colfax Avenue, west of Airport Boulevard, a joint project of the PROS Department and Arapahoe County will be assessed for design and construction activities. Alameda Bridge over I-225 is contemplated as a proposed bridge replacement project with focus on NEPA clearance and design activities. In addition, bike/pedestrian facilities and turn lanes on the bridge must be brought to proper

and current standards. Staff may also propose design and potential construction activities for multimodal access improvements for segments of Havana, and other locations throughout the city. and Gun Club Road for NEPA and final design activities.

Potential projects for the IIJA US DOT Discretionary Grant Programs include Montview Boulevard within the Anschutz/Fitzsimons Innovation Community for construction, Alameda Bridge over I-225 – depending on outcome of Call #4, the Chambers Road at Smith Road/A Line/UPRR Grade Separation, a clear freight category project. Gun Club Road NEPA/design/construction, a Citywide Transportation Safety Study, and the ADA Transition Plan Implementation related to the existence of substantial sidewalk gaps and ADA ramp deficiencies within known right of way. An addition, a city Traffic Management Center/Fiber Optic Communications infrastructure – design and construction.

Committee Discussion:

CM Murillo expressed support for seeking additional funding resources for future projects. CM Coombs expressed appreciation for the presentation and is excited to see how funding can be received to address infrastructure needs. CM Marcano thanked the presenters for providing proper context of how much funding comes through DRCOG and the regional transportation forums.

Outcome: Information only.

Follow-up Action: No follow-up needed.

5. MISCELLANEOUS MATTERS

Traffic and Safety Issues in Havana

Carlie Campuzano presented a brief overview of the incidents in Havana. In October 2020, staff received resident outreach regarding a fence crash and a request to repair object marker signs. CDOT assisted in doing a crash review to see if any patterns could be corrected by engineering measures. Signing and striping improvements were then made at 4th and Havana in December 2020. Additional outreach was received in February 2022 for a fence crash at the same corner. Staff worked with CDOT to get another crash history and did additional signing and striping improvements. In the corner, vehicles use the right turn lane to go straight, get across, and cut the queue of traffic. Staff modified the road and emphasized the right-turn lane. In June 2022, a council request was received from CM Medina. A public meeting was held with the residents with CDOT in attendance. All questions were answered thoroughly. More recent requests have been received to look at the area. Staff and CDOT are discussing additional improvements and are setting a meeting with CM Medina.

CM Marcano suggested using a concrete guide or a physical obstruction to change the built environment and eventually change driver behavior. C. Campuzano said that they are collecting a survey and discussing the next steps with CDOT. Signing and striping are the fastest and least expensive ways to address the problem. She also mentioned that there isn't a high or frequent crash pattern. She added that CDOT has extended the lane, added markings, and added signs. They are discussing putting physical barriers. CM Marcano stressed the importance of being proactive as opposed to waiting for a significant pattern to emerge which puts people's lives at risk due to dangerous situations. C. Campuzano explained that they try to be proactive but are also concerned about unintended consequences such as people hitting or swerving more to avoid physical barriers that are put right away.

R-Line Derailment

CM Marcano mentioned that he submitted a council request for a constituent that had concerns regarding the R-Line still being out of service. He requested staff to reach out to RTD and arrange a briefing on the status of the derailment investigation and how they inform residents of schedule changes and disruptions. C. Colip mentioned that a Denver Post Article came out on the R-Line. M. Callison mentioned that they reached out to RTD multiple times but did not receive additional information to what is on the website.

6. ANTICIPATED TOPICS FOR NEXT MEETING

- IGAs with CDOT
 - Streets and Snow Update
-

7. CONFIRM NEXT MEETING

The next meeting was confirmed for November 30th, 2022, at 1:00 PM. It will be a virtual meeting.

Approved: _____
 CM Juan Marcano, Committee Chair **Date**

Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

February 1, 2024

Members Present: Council Member (CM) Stephanie Hancock, Chair; Council Member (CM) Francoise Bergan, Vice-Chair; Council Member (CM) Angela Lawson, Member

Members Absent: Council Member (CM) Angela Lawson, Vice-Chair

Others Present: Carlie Campuzano, Elly Watson, Julie Patterson, Lynne Center, Ryan Germeroth, Mac Callison, Huiliang Liu, Haley Busch Johansen, Michelle Gardner, Cindy Colip, Laura Perry, Scott Bauman, Cathy Valencia, Mindy Parnes, Rachel Allen, Michael Coffman, Leticia Callanen, Jon Hoistad, Mark Smith,

1. WELCOME AND INTRODUCTION

2. APPROVAL OF MINUTES

The minutes for the November 30, 2023 TAPS meeting were approved as written.

3. CONSENT ITEMS (None)

4. GENERAL BUSINESS

4.a Consideration to Approve a Resolution for the IGA with CDOT for Gun Club Multimodal Improvements Project

4.b Consideration to Approve a Resolution for the IGA with CDOT for 13th Avenue Multimodal Improvements Project

4.c Consideration to Approve a Resolution for the IGA with CDOT for Alameda Avenue Bridge Replacement over I-225 Project

4.d Consideration to Approve a Resolution for the IGA with CDOT for Peoria Bridge Replacement over Sand Creek Project

Summary of Issue and Discussion:

Cathy Valencia, Transportation Project Delivery Manager, presented four projects that received grant funding through the DRCOG TIP Program. TAPS request is approval to execute four IGAs with CDOT for the projects. She then gave history on the Denver Regional Council of Governments (DRCOG). She

explained the federal funds are administered through DRCOG but the grant is administered through CDOT. She stated the four projects are the 13th Avenue Multimodal Improvements, the Gun Club Road Multimodal Improvements, Bridge Replacement along Peoria over Sand Creek, and Bridge Replacement along Alameda Avenue over I-225 with a total funding for 10 million dollars, with 6.6 million dollars in total grant funds.

C. Valencia explained the 13th Avenue Multimodal Improvements were along 13th Avenue from Yosemite Street to Highline Canal that connects to three original trails and a light rail station, and are not currently multimodal user friendly with most sidewalks less than 3 feet in width. She stated the project would include a 60% design along 4.2 miles of the corridor with shared use paths, sidewalks, curb extensions, crosswalks, raised intersections, and mid-block crossings. She noted the project team would select one mile to take to 100% design with the goal to have that segment function independently from the rest of the corridor and eventually move to construction. She said they would be doing a National Environmental Policy Act (NEPA) evaluation and clearance. C. Valencia explained they received \$900,000 in federal funds and \$225,000, in local funds and part of the CDOT IGA, for a total of \$1.125 million dollars. She added the city would be contributing an additional \$375,000 for the project for a total project budget of \$1.5 million.

C. Valencia then discussed the Gun Club Road Multimodal improvements along Gun Club Road from Quincy Avenue south to Aurora Parkway. She noted they currently completed a preliminary design of the corridor for a total of \$4.6 million that included a utility relocation that is not yet complete. She said the project included 100% design with NEPA evaluation and clearances. She stated the project would be a complete street cross-section with two travel lanes in each direction, intersection improvements, and multiuse paths. C. Valencia expressed the funding for the project was \$1.5 million dollars in federal fund and \$375,000 in local funds for a total of \$1.875 million for the CDOT IGA, with a contribution from the city for \$125,000, and contribution from Arapahoe County for \$500,000 for a total project budget of \$2.5 million.

C. Valencia talked about the Peoria Bridge replacement over Sand Creek Project, which consisted of replacing a deficit bridge section from E 30th Avenue to Fitzsimons Parkway. She stated the scope for the project was 100% design of the bridge replacement with widening to six lanes, multimodal lighting, multimodal paths, sidewalk connections, and stream improvements. She noted they would also be completing a NEPA evaluation and clearance. She expressed the funding was \$1.8 million in federal funds, \$450,000 in local funds, for a total of \$2.2 million for the CDOT IGA, with the city contributing an additional \$750,000 in local funding, for a total project budget of \$3 million.

C. Valencia discussed the final project, the Alameda Avenue bridge replacement over I-225, from Potomac Street to South Abilene Street. She said the bridge currently sees 49,000 average daily traffic and forecasted to be at 86,000 vehicles per day by 2050. She stated the bridge was built in 1969 and structurally deficient. She laid out the scope of the project, which includes 100% design, new dual left turn lanes eastbound at I-225, lengthen eastbound right turn lane at I-225, multimodal paths on both sides of the bridge, upgrading bridge railing, and updating lighting and also included the NEPA evaluation and clearance. She discussed the funding, including federal funding for \$1.8 million, state funds by CDOT of \$600,000, local funds through the city of \$450,000, for a total of \$2.8 million, with an additional \$150,000 contribution by the city for a total project budget of \$3 million.

C. Valencia asked the committee to support moving the four resolutions and IGAs between CDOT and the City of Aurora to the next available study session.

Committee Discussion:

CM Bergan asked if the difference in the \$4.6 million preliminary design cost and additional \$2.5 million with DRCOG grant was the multimodal component.

C. Valencia said they did not have everything figured out yet for the design, so they selected which roadway section they wanted to proceed with in the preliminary design, but did not include a multimodal path in the preliminary design, so that would be included with the final design.

CM Bergan asked if it was normal to spend that much money for preliminary design.

C. Colip said it was all about the South Aurora Regional Improvement Authority and it was more money, because they were looking at the utility relocation. C. Valencia added it was an expensive transmission line that needed to be relocated.

CM Bergan asked what the construction cost of that portion of Gun Club would be.

C. Valencia expressed that during the preliminary design it was about \$20 million and gone higher now because of construction cost.

CM Bergan asked if getting DRCOG grants on the projects for design would help them when they go for construction grants.

C. Valencia answered yes, and added they were still in talks on how to fund construction and were working closely with SARIA on it and would have a better idea on funding for that by the summer. She noted Arapahoe County was willing to contribute funds for construction, so they were undecided on whether to go for a grant for that or not. She said it did help to have a final design complete so your project is ready to go to construction. C. Colip clarified they had the infrastructure IIA opportunities that could help position them for those potential opportunities as well.

CM Lawson asked if 13th, Peoria, and Alameda would be happening altogether or be phased, because that could cause a massive transportation issue with all the connectivity of these three areas. She also asked if they would be developing a communication to the public about all of it.

C. Valencia said right now they were focusing on getting construction funding for Peoria, which was their top project, and would be going ahead of 13th Avenue, and then Alameda Bridge was a couple years out for design. She assured they would make sure traffic was able to get around and the projects were not going on at the same time.

Mayor Coffman asked if they would enlighten him where they were with Montview on the Anschutz Medical Campus. He said he thought there was an agreement for the funding of the design.

C. Colip answered the design was complete and they were looking at options and opportunities for the construction funding. She said they would need to go through NEPA for the clearances but it was being considered as part of the overall look at additional funding to get construction dollars.

Mayor Coffman asked if there was any timing to that.

C. Colip stated there was no timing established at this time. Laura Perry added they were currently in conversations with CDOT and they estimated 6 to 9 months for environmental clearance. She said they were also exploring federal funding for the project and how to establish both a financial plan and a construction plan for the project via a federalization process.

CM Hancock asked if the committee supported moving forward the resolution and intergovernmental agency agreement between CDOT and City of Aurora for the projects.

CM Lawson, CM Bergan, and CM Hancock were all in support.

Outcome:

The Committee recommended the item move forward to Study Session.

Follow-up Action:

Staff will move forward the item to Study Session.

CONFIDENTIAL

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA, COLORADO AND
ARAPAHOE COUNTY, COLORADO
REGARDING DESIGN AND FUNDING FOR THE GUN CLUB ROAD MULTIMODAL
IMPROVEMENTS PROJECT (QUINCY AVE TO AURORA PKWY)**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____ 2024 (the “Effective Date”), by and between the CITY OF AURORA, COLORADO, a home rule municipal corporation within the Counties of Adams, Arapahoe, and Douglas Counties, Colorado (the “City”), and ARAPAHOE COUNTY, a body corporate and political subdivision of the State of Colorado (the “County”), collectively referred to hereinafter as “the Parties”.

RECITALS

WHEREAS, the Parties, as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the Parties desire to cooperatively participate in the funding and completion of the expansion of Gun Club Road from Quincy Avenue to Aurora Parkway within the boundaries of the City and the County (as referred to herein, the “Project”) as further set forth herein; and

WHEREAS, in order to facilitate the timely completion of the Project, the County is willing to fund, and the City is willing to undertake, the final design of the Project; and

WHEREAS, the City has entered into the intergovernmental agreement, Gun Club Multimodal Capacity Improvements: Quincy to Aurora Pkwy, Agreement Routing Number 24-HA1-XC-00230, with the Colorado Department of Transportation (“CDOT”) on (date) _____, to obtain federal funding for the Project (the “CDOT IGA”); and

WHEREAS, under the CDOT IGA, the Agreement Maximum Amount is one million Eight hundred seventy-five thousand dollars (\$1,875,000), with local funding by the City of three hundred seventy-five thousand dollars (\$375,000); and

WHEREAS, the City has requested and the County agrees to provide funding assistance for this Project in the amount not to exceed five hundred thousand dollars (\$500,000) (“County Contribution”), subject to the provisions in this Agreement; and

WHEREAS, the City represents that it has the expertise, experience, and ability to professionally manage the Project within the established budget and within the time requirements

for the Project described in this Agreement, including compliance with all state and federal obligations described in the CDOT IGA, and in reliance upon such representations, the County consents to the City serving as the project manager and contract administrator for the Project; and

WHEREAS, the City represents that it has appropriated sufficient funds to complete the Project before seeking reimbursement from the State as described in the CDOT IGA; and

WHEREAS, the Parties wish to state herein their understanding as to how the Project will be financed and implemented.

WHEREAS, the Parties and their respective residents, constituents, taxpayers, and customers will jointly benefit from the mitigation of traffic congestion in the Project corridor and the greater region; 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 hereto hereby covenant and agree as follows:

AGREEMENT

1. **RECITALS.** The foregoing recitals are hereby incorporated as though fully set forth herein.

2. **PROJECT IMPLEMENTATION.**

A. **The Project.** The Project shall be the final design of Gun Club Road multimodal improvements necessary to facilitate the construction of the Project as generally described and depicted in the Project overview attached hereto as **Exhibit A** and incorporated by reference herein; the Project does not include the actual construction of the Gun Club Road.

B. **Project Implementation and Funding.** The Parties understand and agree that the City, in coordination with the County, and any and all other applicable entities, as necessary, shall be primarily responsible for facilitating, overseeing, and completing the Project; provided, the City and County shall in good faith meet and confer as frequently as is reasonably necessary throughout the implementation of the Project in order to cooperatively and collaboratively complete the Project. The County's and City's financial contributions toward the costs of the Project will be funded as provided in Section 3 of this Agreement.

C. **Anticipated Completion of Project.** The Parties will use reasonable efforts to complete the Project by December 31, 2026. No failure by the Parties to complete the Project by December 31, 2026, shall constitute a breach of this Agreement so long as the Parties pursue completion with reasonable efforts and due diligence.

D. Communication. The City shall keep accurate records of the progress of the Project and shall provide status reports to the County, on a regular basis (at a minimum, quarterly), including progress updates, notice of any material problems related to the Project, and a record of expenses and payments made to any contractor(s). Said status reports shall include updates to the Project Costs (defined herein) expended and the remaining costs projected to be expended through Project completion, and shall note any variances from the estimated Project Costs as well as any adjustments to the time schedule for Project completion.

3. CONTRIBUTIONS TO PROJECT COSTS.

A. General. The City, and the County agree to fund the total actual costs of the Project as provided in Section 3 (the “Project Costs”). The total Project Costs are currently estimated to be approximately two million five hundred thousand dollars (\$2,500,000) (the “Estimated Project Costs”).

B. Allocated Shares of Estimated Project Costs. As further set forth herein, the Parties understand and agree that the total costs to complete the Project (the Estimated Project Costs) will be funded in the following allocations detailed below:

Table 1 - Estimated Project Costs

Participant		Tip Grant Funding	Overmatch funding	Total
City of Aurora	Local Contribution	\$375,000	\$125,000	\$500,000
Arapahoe County		\$0	\$500,000	\$500,000
Federal TIP Funds	Federal Contribution	\$1,500,000	\$0	\$1,500,000
Total		\$1,875,000	\$625,000	\$2,500,000

C. County Contribution. The County hereby agrees to contribute to the City the amount shown in Table 1, above, for the express limited purpose of funding the Project Costs (the “County Contribution”). The County Contribution will be funded by the County as follows:

(i) Within 90 days of the Effective Date, the County shall transfer to the City five hundred thousand dollars (\$500,000).

(ii) The foregoing transfers may be made in any manner mutually agreed to by the City and the County.

D. Use of Contribution Funds and Accounting.

(i) The City expressly agrees the County’s Contribution funds shall only be used for the limited purpose of funding actual Project Costs. The City shall maintain or cause to be maintained full and complete records of actual Project Costs

incurred and funds committed and expended by the City for actual Project Costs in accordance with generally accepted accounting principles.

(ii) The Parties agree the cost of City staff time directly related to and necessary for the implementation of the Project may be considered and included in Estimated Project Costs, and such costs will be specifically documented in the City's Project records will not be funded from the County Contribution funds. General administrative and overhead costs of the City not directly related to the Project shall not be considered and included in Project Costs.

E. Project Cost Overruns and Underruns.

(i) If the City becomes aware that Project Costs may exceed the Estimated Project Cost, the City will provide the County with written notice of the same as soon as is reasonably possible.

(ii) In the event the Project Costs do in fact exceed the Estimated Project Cost, the County shall in good faith endeavor to appropriate additional funds in excess of their respective contributions in order to fund the total amount of the Project Costs above the Estimated Project Cost; provided, however, the Parties expressly understand and agree that nothing in this Agreement in any way obligates any of the Parties to budget, appropriate, transfer, pay or otherwise contribute to the Project an amount in excess of the contributions set forth herein.

(iii) In the event the actual Project Costs are in fact less than the Estimated Project Cost upon final completion of the Project, the County will be entitled to one-half (1/2) of the difference between the total actual Project Costs and the Estimated Project Cost (the "Project Savings") for Local Agency contribution portions only, as shown in Table 1 above, and, within 30 days of final completion of the Project, the City shall transfer to the County its respective share of the Project Savings, as applicable. Notwithstanding the foregoing, upon mutual written agreement of the Parties, any Project Savings may be withheld by the City to be applied to costs associated with completing the Gun Club Road Improvements beyond the final design scope of the Project.

4. **ANNUAL APPROPRIATIONS ONLY.** It is expressly understood and agreed that the Parties are political subdivisions of the State of Colorado, and any and all financial obligations described hereunder, including but not limited to the County Contribution and the City Contribution, are subject to annual appropriations of the respective Parties and do not establish debts or other multi-fiscal year obligations thereof.

5. **COMPLETION OF IMPROVEMENTS; OWNERSHIP & MAINTENANCE AND DESIGN STANDARDS**

A. Completion of Improvements. Except as set forth herein, the Project does not include the completion or construction of the Gun Club Road Improvements. It is anticipated

that prior to construction of the Project, the Parties will enter into a new cost sharing Construction IGA. The terms and conditions of said agreement shall be subject to the prior approval by the governing bodies of the City and the County, and any other governmental entity having jurisdiction or contributing to the Construction cost. However, nothing in this Agreement in any way obligates the Parties to contribute to or complete the Gun Club Improvements beyond the extent of the Project as described herein.

B. Ownership, Operation, Maintenance and Repair (OOMR) – Included in the future Construction IGA, shall be an OOMR matrix assigning responsibilities for the project elements.

C. Design Criteria – The design criteria for all of the Project elements shall be pursuant to Arapahoe County and Southeast Metro Stormwater Authority (SEMSWA) Design and Construction Standards with the exception of Traffic Signal, Lighting and associated elements, which shall be pursuant to the City of Aurora Design and Construction Standards. Any modifications or further clarifications to the design criteria outlined above shall be jointly agreed to by both agencies. Any and all designs, plans, drawings or other documents prepared by or for the City to complete the Project pursuant to this Agreement, shall be considered the joint property of the Parties and shall be provided to the County.

6. LIMITED LIABILITY

A. To the extent authorized by law, the City shall be responsible for any and all claims, damages, liability and court awards (including costs, expenses and attorney fees if awarded by a court of law) incurred as a result of any act or omission of the City or its officers, employees, and agents in connection with the subject matter of this Agreement.

B. To the extent authorized by law, the County shall be responsible for any and all claims, damages, liability and court awards (including costs, expenses, and attorney fees if awarded by a court of law) incurred as a result of any act or omission by Arapahoe County, or its officers, employees, and agents in connection with the subject matter of this Agreement.

C. Nothing in this Section or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses unities and limitations the Parties may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the Parties against third parties by law.

7. INSURANCE. The City shall require that any and all contractor(s) performing work for the Project obtain and maintain insurance in customary industry amounts satisfactory to the City. Further, the City shall require that such contractor's insurance coverage(s) name both the City and the County as additional insureds with respect to the Project work.

8. BREACH AND ENFORCEMENT. It is specifically understood that, by executing this Agreement, subject to Section 4 hereof, 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 of the State of Colorado.

9. TERM OF AGREEMENT AND TERMINATION. This Agreement shall be effective as of the Effective Date identified above and shall terminate upon the earlier of: (1) final payment of the City Contribution to the County, completion and close out of the Project including all applicable warranty periods, final accounting of the Project Costs being provided by the County to the City, and payment or permitted withholding of any Project Savings as provided in Section 3(F)(iii) hereof; or (2) termination in the event of default pursuant to the below provisions.

Each Party shall have the right to terminate this Agreement after sixty (60) days written notice to the other Party in the event of a material default which is not cured; provided, termination shall not be effective if reasonable actions to cure the breach have been taken by the defaulting party before the effective date of the termination, and such actions are pursued diligently to a successful completion within sixty (60) days from inception of the actions. If such actions are not successful within said period of time, any non-defaulting Party shall have the right to terminate this Agreement upon written notice to the other Party.

In the event of termination for any reason, the County shall settle all accounts related to the Project and, subject to Section 3(F)(iii) hereof, remit to the City any portion of the City Contribution, respectively, that has not been applied to Project Costs as well as the City's pro rata shares of any monies recovered from or refunded by any Project contractor, as applicable.

10. MISCELLANEOUS.

A. Assignment. The Parties hereto may not assign this Agreement or parts hereof or its rights hereunder without the express written consent of all of the other Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

B. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

C. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

D. No Third-Party Beneficiaries. 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. It is the express intention of the Parties that

any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

E. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

F. No Personal Liability. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

G. 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 another Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

If to the County:
Director, Public Works &
Development
Arapahoe County Lima Plaza
6924 S. Lima Street
Centennial, CO 80112
Email: bweimer@arapahoegov.com

With Copy to:
County Attorney
County Administration Building
5334 S. Prince Street
Littleton, CO 80120

If to the City:
City of Aurora
Deputy Director of Project Delivery
15151 E. Alameda Parkway
Aurora, CO 80012
Email: ccolip@auroragov.org

With a copy to:
City of Aurora
City Attorney's Office, Suite 5300
15151 E. Alameda Parkway
Aurora, CO 80012

Any Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

H. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Controlling Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties,

the exclusive venue for dispute resolution shall be the District Court for and in Arapahoe County, Colorado.

J. 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.

K. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

L. Entire Contract. This Agreement constitutes the entire agreement between the Parties with regard to the Project and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Project are of no force and effect.

M. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

N. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

O. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[signature pages follow]

CITY OF AURORA, COLORADO

By: _____ Dated: _____
Mike Coffman, Mayor

Attested:

By: _____
Kadee Rodriguez, City Clerk

Approved as to Form:

By: _____
Michelle Gardner, Sr. Assistant City Attorney

ARAPAHOE COUNTY

By: _____
Authority Granted Per Reso. _____

Name: _____

Its: _____

ATTEST:

By: _____

Name: _____

Its: _____

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND
ARAPAHOE COUNTY FOR THE GUN CLUB ROAD MULTI-MODAL IMPROVEMENTS
PROJECT

WHEREAS, the City of Aurora, Colorado (hereafter referred to as “the City”), and Arapahoe County, collectively “the Parties”, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the City applied for a DRCOG 2024-2027 Transportation Improvement Program (TIP) Call 4 Arapahoe County Subregional Forum Project Application grant (“Project”), administered by the Colorado Department of Transportation (CDOT); and

WHEREAS, funds from this Project are distributed to projects that are expected to improve safety, mobility, and travel for users in the City; and

WHEREAS, City staff identified multimodal and capacity improvements needed along Gun Club Road between Quincy Avenue and Aurora Parkway and submitted an application for preconstruction activities including environmental clearances and design for capacity, operational, and multimodal improvements; and

WHEREAS, the Project was submitted with a local match of 40%, whereby Arapahoe County will contribute \$500,000 (20%) and the City will contribute \$500,000 (20%) as the local match; and

WHEREAS, DRCOG will contribute \$1,500,000 (60%), for a total Project budget of \$2,500,000; and

WHEREAS, Section 10-12 of the City Charter authorizes City Council to approve, by resolution, the execution of contracts, and amendments thereto, with other governmental units for furnishing or receiving commodities or services; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and its citizens to authorize the execution of the Intergovernmental Agreement Between the City and Arapahoe County for the Gun Club Road Multi-Modal Improvements Project.

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

Section 1. The Intergovernmental Agreement between the City and Arapahoe County for the Gun Club Road Multi-Modal Improvements Project is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the intergovernmental agreement on behalf of the City in substantially the form presented at this

meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

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

RESOLVED AND PASSED this ____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

Michelle Gardner

MICHELLE GARDNER, Sr. Assistant City Attorney

4.b Intergovernmental Agreement (IGA) with Arapahoe County for Gun Club Multimodal Improvements Project (Resolution)

Summary of Issue and Discussion:

Cathleen Valencia, TPD Manager, discussed the IGA between Arapahoe County and Aurora for the Gun Club Multimodal Improvements Project. She stated the scope of the project includes 100% design and National Environment Policy Act (NEPA) clearance and evaluation. The design will include complete street cross-section, two travel lanes in each direction, intersection improvements, and a multiuse path. The DRCOG grant was for \$1.5 million, Arapahoe County is a partner on the project, and the total cost is \$2.5 million. Right now, staff is getting ready to issue a Request for Proposal (RFP) for the NEPA and final design. C. Valencia asked the Committee to support moving forward with the resolution and intergovernmental agreement to the next available study session.

Committee Discussion:

None.

Outcome:

The Committee recommended the item move forward to Study Session.

Follow-up Action:

Staff will move the item forward to Study Session.



CITY OF AURORA

Council Agenda Commentary

Item Title: Bond Allocation to the Housing Authority of the City of Aurora 2024 (Resolution)
Item Initiator: Jessica Prosser, Housing and Community Services Director
Staff Source/Legal Source: Sarah A. Carroll, Acting Housing and Community Development Manager, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

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

Item requires a Public Hearing: Yes No

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

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

Sarah A. Carroll, Acting Housing & Community Development Manager, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

- Approve Item and Move Forward to Study Session Approve Item 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)

- | | |
|---|--|
| <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.)

The purpose of the Community Investment Financing application is to provide resources for developers and service providers interested in creating and/or preserving affordable housing opportunities in the city of Aurora. **The city's housing priorities are established in the recently adopted housing strategy and guided by six policies informed by best practices and extensive community input.** Applications will be evaluated based on alignment with the policies and goals of the Housing Strategy.

Types of Projects Funded: New rental or for-sale affordable housing, rehabilitation/preservation of existing affordable housing, permanent supportive housing, and homelessness service providers with infrastructure needs related to housing.

Funding Sources: Amounts will vary from year to year based on changing federal grant allocations, program income received, and funding needs for other programs. Sources will include some or all of **the** following: HOME (Home Investment Partnership Program) funds and CDBG (Community Development Block Grant) funds. The city currently has approximately \$24,617,884 in Private Activity Bonds (PAB), \$2.0 million in HOME funds, \$2.5 million of CDBG, \$450K in ERA2, and \$400K in CDBG-CV funds for this spring round of financing.

General Application Components/Evaluation Criteria:

- Alignment with Housing Strategy
- Meets an identified housing need in the community
- Demographics to be served by the project reflect the principles of diversity, equity, and inclusion
- Average median income to be served by the project
- Cost-effectiveness: leveraging of funding, review of sources and uses, and funding sustainability
- Available city funding sources based on project type, developer or organization experience, and surrounding compatible uses.

Review Committee: City staff including Community Development, Homelessness Program, Finance, Planning, and Urban Renewal, and members of the Community Housing and Development (CHD) Committee.

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

Applications for the City of Aurora's Community Investment Financing round were received on Thursday, March 28, 2024, and reviewed by a committee consisting of City staff and members of the Community Housing and Development Committee. A total of thirteen (13) applications for eight (8) projects were received including six (6) multi-family new construction projects (total request \$35.9M in PAB); one (1) multi-family preservation projects (total request \$13M in PAB); one (1) commercial acquisition project (total request \$720K HOME); five (5) applications deemed ineligible.

Recommendations for PAB funding:

- The Stables - \$3,717,884
- Stanley 98 - \$7M
- Aurora Global Village - \$10M

PAB Basics:

A Private Activity Bond (PAB) is a special class of tax-exempt bond that benefits private (non-governmental borrowers) that can be issued by states, local governments, or housing authorities. These "state or local issuers" are bound by very specific restrictions as to the use of the bonds and the compliance requirements related to those bonds. The benefit of the PABs is that the interest paid to the bondholders is exempt from Federal income tax, which generally results in a lower borrowing cost the eligible project or a lower interest rate mortgage in the case of single-family bonds. A population-based formula establishes the maximum amount of PABs that a state can issue annually, which amount is referred to as "cap" or "volume cap."

Eligible Uses for PABs

- Affordable multifamily housing including new construction or acquisition and rehabilitation for low- and moderate-income individuals and families.
- Single-Family Mortgage Revenue Bonds (SFMRBs) used to finance the purchase of mortgages made to income-qualified first-time homebuyers.
- Mortgage Credit Certificates (MCCs), a financing enhancement for income eligible first-time homebuyers **(can't be combined with SFMRB financing)**.
- Industrial Development Bonds for smaller manufacturing projects (less than \$10 million) that produce any type of goods.
- Qualified Redevelopment Bonds used to acquire and redevelop blighted areas (typically not used in Colorado).
- Solid Waste Disposal Bonds used to finance certain disposal facilities utilizing certain waste disposal processes.

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.)

The City of Aurora was awarded \$24,617,884 in Private Activity Bonds from the Colorado Housing Finance Authority. Those funds will not be received by the City. This is a function as a pass-through agency of re-assigning these bonds to the Aurora Housing Authority to manage on behalf of the City. The Aurora Housing Authority will receive a partial assignment of bonds to administer for the 2024 PAB Allocation.

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.)

Minimal Workload impact. Utilization of some staff time to reassign the bonds through the city council process.

QUESTIONS FOR COUNCIL

Does the City Council wish to support the Resolution to **assign of the City's Private Activity Bond** Cap allocation for 2024 to the Housing Authority of the City of Aurora, DBA Aurora Housing Authority, including The Stables and Mercy Housing projects?

LEGAL COMMENTS

Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, C.R.S. § 24-32-1701, *et seq.*, the City has **received a direct allocation of the State of Colorado's Private Activity Bond Ceiling for 2024** in the amount of \$20,717,884. As a designated local issuing authority, the City may assign all or a portion of its allocation to the Housing Authority of the City of Aurora for the purpose of financing the construction of multi-family rental housing projects. C.R.S. § 24-32-1706(2) (TJoyce)

ASSIGNMENT OF ALLOCATION

THIS ASSIGNMENT OF ALLOCATION (the “Assignment”), dated as of _____, 2024, is between the City of Aurora, a Colorado, a home rule municipal corporation (the “Assignor”), and the Housing Authority of the City of Aurora, Colorado dba Aurora Housing Authority, a body corporate and politic (the “Assignee”).

RECITALS

A. The Assignee intends to finance or assist in the financing of qualified residential rental projects including, but not limited to, the costs of the acquisition, construction, rehabilitation, renovation and equipping of (i) an 89-unit multifamily affordable rental units, to be known as The Stables, to be located at 10850 E. Exposition Avenue, Aurora, Colorado, (ii) a 75-unit multifamily affordable rental units known as Stanley 98 located at E. 25th Avenue and Joliet Street (Address To Be Determined), Aurora, Colorado, and, (iii) a 115-unit multifamily affordable rental housing project known as Aurora Global Village, to be located at 15961 E. Colfax Avenue, Aurora, Colorado, all in the City (collectively, the “Project”).

B. Each Project will be designed to qualify as a “project” within the meaning of Title 29, Article 4, Part 2, Colorado Revised Statutes, as amended (the “Act”).

C. The Assignee intends to provide for the issuance of its multifamily housing revenue bonds, notes or other obligations, in one or more series (the “Proposed Bonds”), pursuant to the provisions of the Act for the purpose of financing the Project.

D. The Assignee has requested that the Assignor assign to the Assignee a portion of the Assignor’s 2024 allocation in the amount of \$20,717,884 (the “Allocation”) under the bond ceiling for the State of Colorado and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), as provided for the Assignor as a “designated local issuing authority” under the Colorado Private Activity Bond Ceiling Allocation Act, constituting part 17 of article 32 of title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in connection with the financing of the Project.

E. Subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, the Allocation in the amount of \$20,717,884 from the State Ceiling.

ASSIGNMENT

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee a portion of the Assignor’s 2024 Allocation from the State Ceiling for private activity bonds in an amount equal to \$20,717,884. The Assignor and the Assignee understand that such assigned allocation shall automatically be relinquished to the “Statewide Balance” as defined under the Allocation Act unless (a) the Proposed Bonds are issued by the Assignee on or before September 16, 2024, or

(b) Section 24-32-1706(3)(c) of the Allocation Act, pertaining to the carryforward of the assigned allocation, applies.

2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

3. The Assignee hereby:

(a) accepts the assignment of \$20,717,884 of the Assignor's Allocation from the State Ceiling described above;

(b) agrees to use its best efforts to issue and use the Proposed Bonds for the purpose of financing the Project, and further agrees to use its best efforts to deploy the Allocation to finance a portion of the costs of (i) The Stables, which is expected to use approximately \$3,717,884 of the Allocation, (ii) Stanley 98 project, which is expected to use approximately \$7,000,000 of the Allocation, and (iii) the Aurora Global Village Development project, which is expected to use approximately \$10,000,000 of the Allocation, provided that each such project receives an award of tax credits in CHFA's 2024 Round 2, 4% federal and State Credit award cycle; and

(c) agrees to abide by each of the terms and conditions of this Assignment and applicable provisions of the Allocation Act in connection with the use of such Allocation.

4. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for any project with a carryforward purpose within the meaning of the Allocation Act.

5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multifamily rental housing project located in the City of Aurora or elsewhere, provided that any Proposed Bond proceeds attributable to the Allocation shall be subject to paragraph 3 above.

6. This Assignment shall not constitute the debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado, nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

7. This Assignment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall be treated as original signatures for all purposes hereunder.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Allocation to be executed to be effective as of the date and year first written above.

CITY OF AURORA, COLORADO as
Assignor

By: _____
MIKE COFFMAN, Mayor

ATTEST:

APPROVED AS TO FORM:

KADEE RODRIQUEZ,
City Clerk

TIM JOYCE,
Assistant City Attorney

HOUSING AUTHORITY OF THE CITY
OF AURORA, COLORADO, DBA
AURORA HOUSING AUTHORITY, as
Assignee

By: _____
Executive Director



City of Aurora Bond Cap Assignment 2024

Sarah A. Carroll
Acting Housing and Community Development Manager
August 12, 2024



PAB Basics:

A Private Activity Bond (PAB) is a special class of tax-exempt bond that benefits private (non-governmental borrowers). They can be issued by states, local governments, or housing authorities. These “state or local issuers” are bound by very specific restrictions as to the use of the bonds and the compliance requirements related to those bonds. The benefit of the PABs is that the interest paid to the bondholders is exempt from Federal income tax, which generally results in a lower borrowing cost the eligible project or a lower interest rate mortgage in the case of single-family bonds. A population-based formula establishes the maximum amount of PABs that a state can issue annually, which amount is referred to as “cap” or “volume cap.”



Community Investment Finance Review

Total Grant Amount To Be Allocated:	
HOME Funds	\$ 2,020,501
CDBG Funds	\$ 0
Private Activity Bonds	\$ 24,617,884
TOTAL	\$ 26,638,385
Total Number of Agencies Applied:	5
Total Applications:	13
Total Amount Requested:	\$ 44,720,000
Total Amount Awarded:	\$ 26,638,385
Total Number of Units added to Housing Stock	339

Brought to City Council on June 10, 2024



PAB Recommendations

Development Name	Project Address	Developer Name	Total Number of Proposed Units	Income Levels Served (AMI%)	Private Activity Bond \$24,617,884
The Stables	10850 E. Exposition Ave	Groveswood Community Development	89	At or below 30, 50, 60, 80%	\$3,717,884
Stanley 98	E. 25th and Joliet Street	Aurora Housing Authority	75	At or below 30, 50, 60 & 70%	\$7,000,000
Fitzsimons Gateway	E Colfax Avenue/Peoria Street Aurora, CO	Fitz Affordable Owner LLC	210	At or below 30, 50, 60 & 70%	\$3,900,000
Aurora Global Village	15961 E. Colfax Avenue	Mercy Housing Mountain Plains	115	At or below 30, 50, 60 & 70%	\$10,000,000

New Units

339

\$24,617,884



Question for City Council

Does the City Council approve to move the Private Activity Bond Assignment to regular a meeting?



Thank You



Sarah A. Carroll
Acting Manager of Housing & Community Development
sacarrol@auroragov.org



CERTIFICATE OF CITY OF AURORA, COLORADO CONCERNING ASSIGNMENT OF PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION TO THE HOUSING AUTHORITY OF THE CITY OF AURORA, COLORADO

We, the undersigned, hereby certify that we are the duly sworn, qualified and acting Mayor (the “Mayor”) and City Clerk (the “City Clerk”) of the City of Aurora, Colorado (the “City”), and that:

1. The City is a Colorado home rule municipal corporation, duly organized and existing under the constitution and laws of the State of Colorado.

2. The City has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the “Allocation Act”), it has an allocation of the State ceiling (as defined in the Allocation Act) for 2024 in the amount of \$24,617,884 (the “2024 Allocation”).

3. Attached hereto as Exhibit A is a true and correct copy of a resolution (the “Resolution”) authorizing the assignment to the Housing Authority of the City of Aurora, Colorado dba Aurora Housing Authority (the “Authority”) of a portion of the City’s 2024 Allocation in the amount of \$20,717,884 (the “Assigned Allocation”), and authorizing the execution and delivery of an Assignment of Allocation dated [_____], 2024 (the “Assignment of Allocation”) between the City and the Authority in connection therewith, which Resolution was duly adopted by the City Council of the City (the “City Council”) at a meeting thereof held on August 12, 2024, at which meeting a quorum was present and acting throughout and which Resolution has not been revoked, rescinded, repealed, amended or modified and is in full force and effect on the date hereof.

4. The meeting of the City Council at which action has been taken with respect to the Assignment of Allocation was a regular meeting properly called and open to the public at all times.

5. With respect to the Assigned Allocation, the City has not heretofore: (a) issued private activity bonds; (b) assigned the Assigned Allocation to another “issuing authority,” as defined in the Allocation Act; (c) made a mortgage credit certificate election; or (d) treated the Assigned Allocation as an allocation for a project with a carryforward purpose, as defined in the Allocation Act.

6. The Assignment of Allocation, attached hereto as Exhibit B, is in substantially the form presented to and approved by the City Council at the meeting thereof held on August 14, 2024.

7. On or before the date hereof, the Mayor of the City and the City Clerk officially executed counterparts of the Assignment of Allocation.

8. The City has authorized the execution, delivery and due performance of the Assignment of Allocation, and the execution and delivery of the Assignment of Allocation and the compliance by the City with the provisions thereof, will not, to the best of my knowledge, conflict with or constitute on the part of the City a breach of or a default under any existing Colorado law,

City resolution, court or administrative regulation, decree or order or any agreement or other instrument to which the City is subject or by which it is bound.

9. To the best of the undersigned's knowledge, there does not exist any action, suit, proceeding or investigation pending, or threatened against the City, contesting (a) the corporate existence of the City, (b) the title of its present officers or any of them to their respective offices, including, without limitation, the members of the City Council, (c) the validity of the Assignment of Allocation or (d) the power of the City to execute, deliver or perform the Assignment of Allocation.

10. No referendum petition has been filed concerning the Resolution; and to the best of my knowledge none is being circulated or planned for circulation.

EXECUTED this _____ day of _____, 2024.

Mike Coffman, Mayor

ATTEST

KADEE RODRIGUEZ, City Clerk

**EXHIBIT A
RESOLUTION**

EXHIBIT B
ASSIGNMENT OF ALLOCATION

Active/52079062.1

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
AUTHORIZING THE ASSIGNMENT OF A PORTION OF THE CITY’S 2024 PRIVATE
ACTIVITY BOND ALLOCATION TO THE HOUSING AUTHORITY OF THE CITY OF
AURORA, DBA AURORA HOUSING AUTHORITY

WHEREAS, the Internal Revenue Code of 1986, as amended, (the “IRC”), restricts the amount of tax-exempt bonds (the “Private Activity Bonds”) which may be issued in the State to provide for mortgage loans, and for certain other purposes; and

WHEREAS, pursuant to the IRC, the State of Colorado passed the Private Activity Bond Ceiling Act, constituting Title 24, Article 32, Part 17, Colorado Revised Statutes (the “Allocation Act”), and the City of Aurora Colorado (the “City”) has received a direct allocation of the State of Colorado’s Private Activity Bond Ceiling for the year 2024 (the “2024 Allocation”) in the amount of \$24,617,884; and

WHEREAS, the Allocation Act provides for the allocation of the State Ceiling among the Colorado Housing and Finance Authority, and other governmental units in the State, including the City and the Housing Authority of the City of Aurora, dba Aurora Housing Authority (the “Authority”), and further provides for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, the Authority has requested that the City assign 85 percent of the 2024 Allocation in the amount of \$20,717,884 (the “Assigned Allocation”) to the Authority pursuant to Section 24-32-1706 of the Allocation Act, to be used to issue bonds to finance qualified residential rental projects including but not limited to the costs of the acquisition, construction, rehabilitation, renovation, and equipping of (i) The Stables, which is expected to use approximately \$3,717,884 of the Allocation, (ii) Stanley 98 project, which is expected to use approximately \$7,000,000 of the Allocation, and (iii) the Aurora Global Village Development project, which is expected to use approximately \$10,000,000 of the Allocation, provided that each such project receives an award of tax credits in CHFA’s 2024 Round 2, 4% federal and State Credit award cycle; and

WHEREAS, the City desires to assign the 2024 Allocation to the Authority; and

WHEREAS, the City Council of the City has determined it is in the best interest of the City to assign a portion of its 2024 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the City and the Authority in the form presented at this meeting (the “Assignment”)

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

Section 1. Authorization of Assignment. The Aurora City Council hereby authorizes the assignment of a portion of the City’s allocation of the State of Colorado’s Private Activity Bond Ceiling for the year 2024 (the “2024 Allocation”) to the Housing Authority of the City of Aurora, dba Aurora Housing Authority (the “Authority”).

Section 2. Approval of Assignment of Allocation. The form, terms, and provisions of the Assignment hereby are approved, and the officers of the City hereby are authorized, and the Mayor and City Clerk are hereby authorized to execute the attached Assignment of Allocation 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. Further Action. The officers of the City shall take such other steps or actions necessary or reasonably required to carry out the terms and intent of this Resolution and the Assignment.

Section 4. Ratification. All actions not inconsistent with the provisions of this Resolution taken by City Council and the officers of the City directed toward the assignment of the 2024 Allocation and the authorization of the Assignment are hereby ratified, approved, and confirmed.

Section 5. Severability. If any section, paragraph, clause or provision of this resolution is for any reason 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 Resolution, the intent being that the same are severable.

Section 6. Rescission. All resolutions of the City, or parts thereof, inconsistent with this resolution are hereby rescinded only to the extent of such inconsistency.

RESOLVED AND PASSED this ____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Bond Allocation for the Colorado Housing Finance Authority 2024 (Resolution)
Item Initiator: Jessica Prosser, Housing and Community Services Director, Housing and Community Services
Staff Source/Legal Source: Sarah A. Carroll, Acting Housing and Community Development Manager, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

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

Item requires a Public Hearing: Yes No

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

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

Staff requests a waiver of reconsideration for this item in order to meet the September 15, 2024 deadline for the 2024 Allocation.

Sarah A. Carroll, Acting Housing & Community Development Manager, Housing and Community Services / Tim Joyce, Assistant City Attorney

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

- Approve Item and Move Forward to Study Session Approve Item 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

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.)

The purpose of the Community Investment Financing application is to provide resources for developers and service providers interested in creating and/or preserving affordable housing opportunities in the city of Aurora. **The city's housing priorities are established in the recently adopted** housing strategy and guided by six policies informed by best practices and extensive community input. Applications will be evaluated based on alignment with the policies and goals of the Housing Strategy.

Types of Projects Funded: New rental or for-sale affordable housing, rehabilitation/preservation of existing affordable housing, permanent supportive housing, and homelessness service providers with infrastructure needs related to housing.

Funding Sources: Amounts will vary from year to year based on changing federal grant allocations, program income received, and funding needs for other programs. Sources will include some or all of **the** following: HOME (Home Investment Partnership Program) funds and CDBG (Community Development Block Grant) funds. The city currently has approximately \$24,617,884 in Private Activity Bonds (PAB), \$2.0 million in HOME funds, \$2.5 million of CDBG, \$450K in ERA2, and \$400K in CDBG-CV funds for this spring round of financing.

General Application Components/Evaluation Criteria:

- Alignment with Housing Strategy
- Meets an identified housing need in the community
- Demographics to be served by the project reflect the principles of diversity, equity, and inclusion
- Average median income to be served by the project
- Cost-effectiveness: leveraging of funding, review of sources and uses, and funding sustainability
- Available city funding sources based on project type, developer or organization experience, and surrounding compatible uses.

Review Committee: City staff including Community Development, Homelessness Program, Finance, Planning, and Urban Renewal, and members of the Community Housing and Development (CHD) Committee.

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

Applications for the City of Aurora's Community Investment Financing round were received on Thursday, March 28, 2024, and reviewed by a committee consisting of City staff and members of the Community Housing and Development Committee. A total of thirteen (13) applications for eight (8) projects were received including six (6) multi-family new construction projects (total request \$35.9M in PAB); one (1) multi-family preservation projects (total request \$13M in PAB); one (1) commercial acquisition project (total request \$720K HOME); five (5) applications deemed ineligible.

Recommendations for PAB funding:
Fitzsimons Gateway - \$3.9MPAB Basics:

A Private Activity Bond (PAB) is a special class of tax-exempt bond that benefits private (non-governmental borrowers) that can be issued by states, local governments, or housing authorities. These "state or local issuers" are bound by very specific restrictions as to the use of the bonds and the compliance requirements related to those bonds. The benefit of the PABs is that the interest paid to the bondholders is exempt from Federal income tax, which generally results in a lower borrowing cost the eligible project or a lower interest rate mortgage in the case of single-family bonds. A population-based formula establishes the maximum amount of PABs that a state can issue annually, which amount is referred to as "cap" or "volume cap."

Eligible Uses for PABs

- Affordable multifamily housing including new construction or acquisition and rehabilitation for low- and moderate-income individuals and families.
- Single-Family Mortgage Revenue Bonds (SFMRBs) used to finance the purchase of mortgages made to income-qualified first-time homebuyers.
- Mortgage Credit Certificates (MCCs), a financing enhancement for income eligible first-time homebuyers (can't be combined with SFMRB financing).
- Industrial Development Bonds for smaller manufacturing projects (less than \$10 million) that produce any type of goods.
- Qualified Redevelopment Bonds used to acquire and redevelop blighted areas (typically not used in Colorado).
- Solid Waste Disposal Bonds used to finance certain disposal facilities utilizing certain waste disposal processes.

Staff requests a waiver of reconsideration for this item in order to meet the September 15, 2024 deadline for the 2024 Allocation.

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.)

The City of Aurora was awarded \$24,617,884 in Private Activity Bonds from the Colorado Housing Finance Authority. Those funds will not be received by the City. This is a function as a pass-through agency of re-assigning these bonds to the Colorado Housing Finance Authority to manage on behalf of the City. The Colorado Housing Finance Authority will receive a partial assignment of bonds to administer for the 2024 PAB Allocation.

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.)

Minimal Workload impact. Utilization of some staff time to reassign the bonds through the city council process.

QUESTIONS FOR COUNCIL

Does the City Council wish to support the Resolution to assign of the City's Private Activity Bond Cap allocation for 2024 to the Colorado Housing Finance Authority and Fitzsimons Gateway?

LEGAL COMMENTS

Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, C.R.S. § 24-32-1701, *et seq.*, the City has received a direct allocation of the State of Colorado's Private Activity Bond Ceiling for 2024 in the amount of \$3,900,000. As a designated State housing and finance authority, the City may assign all or a portion of its allocation to the State housing and finance authority for the purpose of financing the construction of multi-family rental housing projects. C.R.S. § 24-32-1706(2) Any motion to approve shall include a waiver of reconsideration. (TJoyce)



assignment of allocation - city

Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this _____ day of _____, 2024, is between the City of Aurora, Colorado (the "Assignor" or the "Jurisdiction") and Colorado Housing and Finance Authority (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2024 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2024, (the "2024 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable rental housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2024 Allocation; and

WHEREAS, the Assignor has determined that the 2024 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2024 Allocation assigned herein; and

WHEREAS, the City Council of the Assignor has determined to assign to the Assignee all or a portion of its 2024 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee \$ 3,900,000 of its 2024 Allocation (the "Assigned Allocation"), subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.

2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multi-family rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.

3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.

4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.

5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.

6. This Assignment is effective upon execution and is irrevocable.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic image scan transmission will be effective as delivery of a manually executed counterpart of the Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

City of Aurora, Colorado

By: _____

Name: Mike Coffman

Title: Mayor

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____

Name: _____

Title: _____

CERTIFICATE OF THE CITY OF AURORA, COLORADO
CONCERNING ASSIGNMENT OF
PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION

I, the undersigned, hereby certify that I am a duly chosen, qualified and City Attorney of the City of Aurora, Colorado (the “City”), and that:

1. The City is a public body politic and corporate, duly organized and existing under the constitution and laws of the State of Colorado.

2. The City has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the “Allocation Act”), it has an allocation of the State ceiling (as defined in the Allocation Act) for 2024 in the amount of \$24,617,884 (the “2024 Allocation”).

3. Attached hereto as Exhibit A is a true and correct copy of a resolution and the related minutes thereto (the “Resolution”) authorizing the assignment to the Colorado Housing and Finance Authority (the “Authority”) of all or a portion of the 2024 Allocation in an amount equal to \$3,900,000 (the “Assigned Allocation”), and authorizing the execution and delivery of an Assignment of Allocation dated as of [REDACTED], 2024 (the “Assignment of Allocation”) between the City and the Authority in connection therewith, which Resolution was duly adopted by the City Council of the City (the “City Council”) at a meeting thereof held on [REDACTED], 2024, at which meeting a quorum was present and acting throughout and which Resolution has not been revoked, rescinded, repealed, amended or modified and is in full force and effect on the date hereof.

4. The meeting of the City Council at which action has been taken with respect to the Assignment of Allocation was a regular meeting properly called and open to the public at all times.

5. With respect to the Assigned Allocation, the City has not heretofore: (a) issued private activity bonds; (b) assigned the Assigned Allocation to another “issuing authority,” as defined in the Allocation Act; (c) made a mortgage credit certificate election; or (d) treated the Assigned Allocation as an allocation for a project with a carryforward purpose, as defined in the Allocation Act.

6. The Assignment of Allocation, attached hereto as Exhibit B, is in the form presented to and approved by the City Council at the meeting thereof held on [REDACTED], 2024.

7. On or before the date hereof, counterparts of the Assignment of Allocation were officially executed by the Mayor and the City Clerk of the City. On the date of such signing, such persons were the duly sworn, qualified and acting officers of the City authorized to execute the Assignment of Allocation and holding the offices of the Mayor and City Clerk, respectively.

8. The City has authorized the execution, delivery and due performance of the Assignment of Allocation, and the execution and delivery of the Assignment of Allocation and the compliance by the City with the provisions thereof, will not, to the best of my knowledge, conflict with or constitute on the part of the City a breach of or a default under any existing Colorado law, City resolution, court or administrative regulation, decree or order or any agreement or other instrument to which the City is subject or by which it is bound.

9. To the best of my knowledge, there does not exist any action, suit, proceeding or investigation pending, or threatened against the City, contesting (a) the corporate existence of the City, (b) the title of its present officers or any of them to their respective offices, including, without limitation, the members of the City Council, (c) the validity of the Assignment of Allocation or (d) the power of the City to execute, deliver or perform the Assignment of Allocation.

10. No referendum petition has been filed concerning the Resolution; and to the best of my knowledge none is being circulated or planned for circulation.

WITNESS my hand and the seal of the City this , 2024.

City Attorney

(SEAL)

EXHIBIT A
RESOLUTION

EXHIBIT B
ASSIGNMENT OF ALLOCATION

RESOLUTION NO. R2024- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE CITY OF AURORA, COLORADO, PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

WHEREAS, the City of Aurora, Colorado, is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low-and moderate-income persons and families; and

WHEREAS, the City of Aurora is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single-family mortgage loans to low-and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, City of Aurora has an allocation of the 2024 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2024 (the "2024 Allocation"); and

WHEREAS, the City of Aurora has determined that, in order to increase the availability of adequate affordable housing for low-and moderate-income persons and families within the City of Aurora and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2024 Allocation; and

WHEREAS, the City of Aurora has determined that the 2024 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low-and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low-and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the City Council of the City of Aurora has determined to assign \$3,900,000 of its 2024 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the City of Aurora and the Authority (the "Assignment of Allocation").

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

Section 1. The assignment to the Colorado Housing and Finance Authority of \$3,900,000 of City of Aurora's 2024 Allocation be and hereby is approved.

Section 2. The form and substance of the Assignment of Allocation are hereby approved, and the City Attorney is hereby authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as they shall deem necessary or appropriate and consistent with the approval thereof by this resolution.

Section 3. The Mayor of City of Aurora hereby is authorized to execute and deliver the Assignment of Allocation on behalf of the City of Aurora and to take such other steps or actions as may be necessary, useful or convenient to affect the aforesaid assignment in accordance with the intent of this resolution.

Section 4. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 5. This resolution shall take effect immediately without reconsideration.

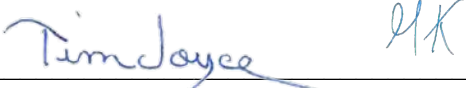
RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



Tim Joyce, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Technical Adjustment to Short Term Rental Regulations (Ordinance)
Item Initiator: Trevor Vaughn, Manager of Licensing, Finance
Staff Source/Legal Source: Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: NA
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: N/A

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

Item requires a Public Hearing: Yes No

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

- 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)

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

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at 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: 7/23/2024

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.)*

With ordinance 2021-63 the city council adopted updated to short term rental regulations. This item was approved by the Management and Finance Committee on July 23rd, 2024.

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

This ordinance is a technical adjustment to the language adopted with ordinance 2021-63 to ensure that the language reads clearly with City Council’s legislative intent. The proposed ordinance adjusts a provision from a primary bullet to a sub bullet on the list of unlawful acts. In the current format, the item could be interpreted to read opposite of the intended provision and the adjustment will make the intent of the ordinance more clear.

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council approve moving the item forward for formal consideration?

LEGAL COMMENTS

The City of Aurora is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution. Article XX Section 6 grants the city and its citizens the right to self-government in matters of local affairs not preempted by the State legislature. The City Council shall have and shall exercise the powers, privileges and duties granted and conferred by the state constitution, statute, or city Charter. The City Council has the power to make and publish from time to time ordinances not inconsistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or city Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city. See Section 2-32 Aurora City Code. The City Council has found and determined that amending the short-term rental regulations fulfills this purpose. City Council shall act only by ordinance, resolution, or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. This is a change to the Aurora City Code and a legislative action therefore it must be taken in the form of an ordinance. *See*, Article 5-1 Aurora City Charter. (Hernandez).

ORDINANCE NO. 2024-_____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 26 RELATING TO SHORT-TERM RENTALS

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 including businesses operating within the city; and

WHEREAS, the City has enacted short term rental regulations, and the City would like to make a clarification to ensure the code reads correctly regarding the original legislative intent.

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

Section 1. Article V of Chapter 26 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Article V. Hotels, Motels, Short Term Rentals and Similar Establishments.

Section 26-219. Short-term rentals unlawful acts.

- (a) It shall be unlawful for any person to advertise a short-term rental without:
- (1) Having a general business license and lodger's license issued by the city; and
 - (2) Including their city business license number in their advertisement.
 - (3) Utilizing the residence as the person’s primary residence.**
- ~~(e) Utilizing the residence as the person's primary residence.~~

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. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such

conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE this ____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

Hanosky Hernandez *HK*

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Aurora Election Code Update (Ordinance)
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney
Outside Speaker: Kathy Haddock, Haddock Law LLC / Geoff Wilson, Wilson, Fellman, Dittman LLP
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

2nd Regular Meeting (if applicable): 9/9/2024

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)

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

Outside Speakers: Kathy Haddock, Haddock Law LLC / Geoff Wilson, Wilson, Williams, Fellman, Dittman LLP

Estimated time: 10 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 7/23/2024

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 checked="" 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.)*

The Election Code for the City is in Chapter 54 of the City Code. The Chapter is currently divided into separate articles for the different types of election issues that occur, such as nomination of candidates, recall, campaign finance, initiative and referendum, and charter amendments. Three of the articles describe citizen-initiated petition requirements, and one of the articles is dedicated to campaign finance requirements.

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

There are three procedural and structural inconsistencies that need to be addressed in Chapter 54:

1. The current requirements and processes used by citizens are not consistent within the three articles for citizen-initiated petitions (recall, initiative and referendum, and charter amendments). There is no basis for the differences, and these inconsistencies make it confusing for citizens to comply with and staff to implement.
2. Many definitions used only for campaign finance are mixed in with the definitions applicable to the entire chapter. This makes the definitions more cumbersome.
3. There are inconsistencies with the City Charter and state statute.

The proposed Ordinance updates portions the current Election Code to remove inconsistencies with state law and City Charter, and provide guidance and instructions to the public, staff and City Council. Below is a list of the updates in the proposed Ordinance:

- Standardizes petition format requirements for charter amendments, initiatives, referendums, and recalls by creating a new Article and removing the current individualized requirements.
- Moves the campaign finance definitions from Article I. General to Article IV. Campaign Finance. This is the only change made to the campaign finance portion of the Code.
- Clarifies that only the Municipal Election Code applies unless the city clerk elects to follow the Uniform Election Code for a particular election. This eliminates the confusion created from the current Code that states both conflicting statutes apply at the same time.
- Specifies that the city clerk provides the form of the petition. This ensures that the form of the petition is standardized and includes all the required elements.
- Allows the city clerk to appoint a hearing officer for protest hearings. In the current Code, the city clerk is the hearing officer for all protests regarding the initial determination of sufficiency.
- Allows the city clerk or appointed hearing officer to administer oaths for protest hearings to reduce cost. The current Code requires a certified court reporter to administer oaths.
- Changes the due date for protests concerning the sufficiency of the petition to 30 days (instead of 20) after the initial determination of sufficiency is issued.
- Allows the protest hearings to be set as soon as five days (instead of ten) after the date of the notice is sent. This reduces the wait time for a public hearing and allows the process to move forward in a timely manner.
- Allows any registered elector, not just petition representatives, to submit a protest to the city clerk regarding ballot title and submission clause. The current Code only allows petition representatives to protest

the ballot title or submission clause, requiring registered electors to go to District Court to make such challenge.

- Adds the requirement that signed recall petitions must be filed with the city clerk no later than 60 days from the date the petition form was approved. The current Code does not specify the length of time for circulation.
- Makes the Code consistent with the Charter by changing the date for a recall election to be held within 90 days (instead of 120) from the date the final determination of sufficiency is issued.
- Adds that recall petitions can not be circulated if the office is up for re-election within six months to mirror state statute.
- Requires a petition for a charter amendment initiative ordinance to be filed with the city clerk no later than 90 days (instead of 120) from the date the petition form was been approved.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to support this ordinance?

LEGAL COMMENTS

Article XX of The Colorado Constitution grants home rule municipalities the power to govern themselves in local matters. This provision allows cities to adopt a home rule charter, which provides the framework for local governance, including the authority to establish and administer their own election procedures. The City shall have all powers which are necessary, requisite or proper for the government and administration of its local and municipal matters, and all powers which are granted to home rule cities by the Contitution of the State of Colorado (City Charter 1-3). (Wood)

ELECTION CODE UPDATE

City Clerk's Office



Chapter 54 – Election Code

OVERVIEW

Chapter 54 is currently divided into separate Articles for the different types of election issues.

Three of the Articles describe citizen-initiated petition requirements:

- Article III - Recall
- Article V - Initiative and Referendum
- Article VI - Charter Amendments

One of the Articles is dedicated to campaign finance requirements:

- Article IV - Campaign Finance

CITIZEN-INITIATED PETITION TYPES

Initiatives	Referendums	Charter Amendments	Recall
Municipal legislation proposed by electors.	Request from electors for City Council to reconsider an ordinance.	Municipal legislation proposed by electors to amend the City Charter.	Request from electors to remove a council member from office.

CITIZEN INITIATED PETITIONS

Recommendation

Overview - Citizen Initiated Petitions

PROBLEM

Requirements and processes used by citizens are not consistent within the three Articles for citizen-initiated petitions. There is no basis for the differences, and these inconsistencies make it confusing for citizens to comply with and staff to implement.

RECOMMENDATION

- Remove the individualized petition requirements from the Articles concerning citizen-initiated petitions (recall, initiative and referendum, and charter amendments); AND
- Create a new Article specifying the petition requirements that apply to all forms of citizen-initiated petitions.
- Update portions of the Code to comply with the Charter and state law.

Proposed Updates



NEW

CREATE NEW ARTICLE: Petition Requirements – Article VII

The new Article will include:

- Petition Format Requirements (Sec. 54-162)
- Signature Requirements & Withdrawal of Signature Process (Sec. 54-163)
- Initial Determination of Sufficiency of Petitions & Related Protests (Sec. 54-164, 54-165, 54-166)
- Ballot Title and Submission Clause & Related Protests (Sec. 54-167)
- Presentation of Petition to Council (Sec. 54-168)
- Unlawful Acts (54-169)

Proposed Updates



NEW

CHANGES IN NEW ARTICLE: Petition Requirements – Article VII

- Allow the city clerk to provide the form of the petition.
- Allow registered electors to remove their signature from a petition by filing a written request with the city clerk. Previously, petition signers would have to file a formal protest.
- Allow protest hearings to be set be set ‘not less than five days’ (instead of ten) after the date of the hearing notice is sent.
- Allow the city clerk to appoint a hearing officer for protest hearings.
- Remove the requirement for a certified court reporter to administer oaths for public hearing testimony at protest hearings and allow city clerk or appointed hearing officer to administer oaths.
- Amend the petition protest deadline to be ‘no later than 30 days’ (instead of 20) after the Initial Determination of Sufficiency is issued.
- Allow any registered elector, not just petition representatives, to submit a protest to the city clerk regarding the ballot title and submission clause. Previously, registered electors would have to go through district court.

Proposed Updates

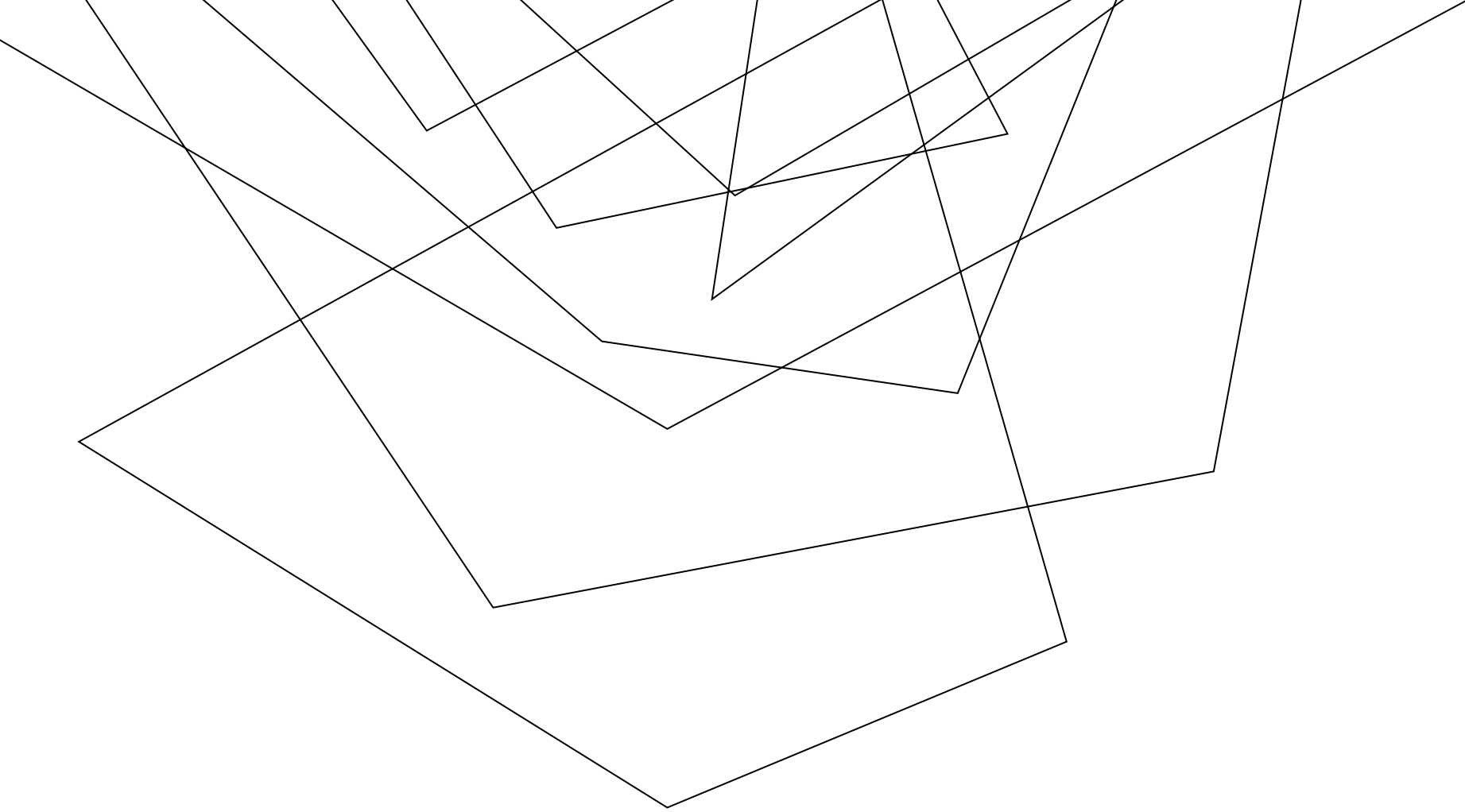
CHANGES IN EXISTING ARTICLES: Recall & Charter Amendments

Recall – Article IV

- Add that a recall petition cannot be circulated if the office is up for re-election within 6 months.
- Add that signed recall petitions must be filed with the city clerk no later than 60 days from the date the petition form was approved. The current Code does not specify the length of time for circulation
- Make the Code consistent with the Charter by changing the date for a recall election to be held within 90 days (instead of 120) from the date the final determination of sufficiency is issued.

Charter Amendments – Article VI

- Require a petition for a charter amendment initiative ordinance be filed with the city clerk no later than 90 days (instead of 120) from the date the petition form was been approved.



PROPOSED PROCESS

Citizen Initiated Petitions

Proposed Process

Initiatives, Referendums, & Charter Amendment Petitions

1. Petition representatives submit their Statement of Intent to circulate a petition to the city clerk.
2. City clerk, with the assistance of such other city officials as the clerk deems necessary, issues determination as to whether the proposal meets the municipal legislation and single subject requirement and prepares a summary for the petition.
3. Petition format is provided to the petition representatives for circulation.
4. City clerk reviews each submitted petition section and issues a written statement reflecting whether the petition contains the required number of signatures (Initial Determination of Sufficiency).
5. City clerk, with the assistance of such other city officials as the clerk deems necessary, sets the ballot title and submission clause.
6. City clerk issues Final Determination of Sufficiency following the passage of the protest period.
7. The petition and determination is presented to city council at a regular or special council meeting.

Proposed Process

Recall Petitions

1. Petition representatives file their statement of no more than 200 words stating the reason for the recall.
2. City clerk notifies the council member. The council member may file a statement of no more than 500 words in response.
3. City clerk, with the assistance of such other city officials as the clerk deems necessary, issues determination as to whether the proposal meets the municipal legislation and single subject requirement.
4. City clerk provides the final petition form to the petition representatives for circulation. The petition form includes the reason for recall and the response from the council member.
5. City clerk reviews each submitted petition section and issues a written statement reflecting whether the petition contains the required number of signatures (Initial Determination of Sufficiency).
6. City clerk, with the assistance of such other city officials as the clerk deems necessary, sets the ballot title and submission clause.
7. City clerk issues Final Determination of Sufficiency following the passage of the protest period.
8. The petition and determination is presented to city council at a regular or special council meeting.

CAMPAIGN FINANCE

Recommendation

Recommended Changes – Campaign Finance Definitions

PROBLEM

Many definitions used only for campaign finance are mixed in with the definitions applicable to the entire Chapter. This makes the definitions cumbersome.

RECOMMENDATION

The proposed ordinance moves all definitions used only for campaign finance to the campaign finance Article. There are no other changes proposed to the campaign finance Article at this time.

DOES COUNCIL WISH TO
MOVE THIS ORDINANCE
FORWARD?



Article I. In General

Sec. 54-1. Compliance with state law.

The provisions of the Colorado Municipal Election Code of 1965 (C.R.S. 31-10-101 et seq.) shall apply to and govern all city elections, unless otherwise provided by this Code. The Clerk may elect to follow the Uniform Election Code of 1992 (C.R.S. 1-1-101 et seq.) in place of the Colorado Municipal Election Code to coordinate elections.

Sec. 54-2. Definitions.

The following words, terms, and phrases, when used in this chapter, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Active voter means a registered voter who has not been marked inactive by the clerk and recorder of the voter's county of residence according to C.R.S. § 1-2-605(1)(b)(i). Any registered elector whose registration record is marked "inactive" is eligible to vote in any election where registration is required if the elector meets all other requirements.

Ballot means the list of candidates, ballot issues, and ballot questions an eligible elector can vote on in an election.

Ballot issue means a non-recall, citizen-initiated petition or legislatively referred measure which concerns local government matters arising under section 20 of article X of the State Constitution, i.e., matters of taxes, debt, and other financial matters. Ballot issues may only be voted on at a regular municipal election or general election held each November.

Ballot question means any legislative local government matter involving a citizen-initiated petition, including a petition to recall a public officeholder, or a legislatively referred measure, other than a ballot issue.

Ballot title means the official, short summary of a ballot measure that appears on the ballot.

Candidate means any person who seeks nomination or election to any public office of the City of Aurora that is to be voted on at a municipal election. A person is a candidate if the person has publicly announced an intention to seek election to public office; has circulated, or authorized another person to circulate, nomination petitions on behalf of their candidacy for public office; or has received a contribution or made an expenditure, or authorized another person to receive a contribution or make an expenditure, to support the person's election to public office. As used in the preceding sentence, "publicly announced" means organizing a candidate committee under section 54-103 or announcing an intention to seek public office through a speech, statement, or other public communication. Unless the context clearly indicates otherwise, "candidate" includes:

- (1) An incumbent public officeholder, an unsuccessful candidate for public office, or former public officeholder, any of whom have not filed a termination report for their candidate committee with the city clerk.

- (2) A public officeholder who is the subject of a recall election. For purposes of this provision, a public officeholder becomes the subject of a recall election when the city clerk has authorized the circulation of a petition for recall of the public officeholder under section 54-68(a).
- (3) An agent of a candidate.

Circulator means a person who individually circulates a petition in an attempt to obtain signatures from registered electors.

City clerk means the city clerk or the city clerk's designated representative.

Coordinated election means an election where more than one political subdivision with overlapping boundaries or some electors in common holds an election on the same day, and the eligible electors are all registered electors, and the county clerk and recorder is the coordinated election official for the political subdivisions.

Councilmember means a duly elected member of the governing body of the municipality. "Councilmember" will also include the office of mayor unless specifically noted otherwise.

Designated election official means the city clerk or other person designated by the city clerk.

Final determination of sufficiency means a statement issued by the city clerk or designee following passage of the period of time within which protest must be filed pursuant to this Chapter or the date on which any protest filed pursuant to this Chapter results in a finding of sufficiency, whichever is later.

General election means the statewide election held on the Tuesday following the first Monday of November of each even-numbered year.

Initial determination of sufficiency means a statement issued by the city clerk or designee as to whether the petitioners have submitted a sufficient number of valid signatures on a petition.

Initiative means the right of registered electors to originate legally permissible municipal legislation by obtaining signatures on a petition resulting in the enactment of an ordinance by the city council or in a vote by the general electorate.

Municipal election means a regular municipal election or special municipal election.

Petition representative means the registered elector or group of registered electors representing the proponents on all matters affecting a petition.

Petition section means the stapled or otherwise bound package of documents containing the warning, proposed summary or statement, signature pages, and affidavit of the circulator.

Public office means the office of mayor or city council of the city of Aurora.

Public officeholder means a person who holds public office.

Referendum means the right of registered electors, within 30 days after final publication of an ordinance, and by obtaining signatures on a petition, to require the city council to reconsider the ordinance or to submit it to the electorate for a vote.

Referred measure means a ballot issue or ballot question placed on the ballot by the city council for a vote by the registered electors of the city.

Registered elector means a resident of the city who is registered to vote.

Regular municipal election means an election held on the first Tuesday in November in odd-numbered years.

Special municipal election means an election held (a) in conjunction with the statewide general election in November of even-numbered years, except as otherwise provided under section 3-7 of the Charter relating to city council vacancies, (b) under section 4-2 of the Charter relating to recall petitions, (c) as provided under section 6-2 of the Charter relating to initiative petitions, or (d) as provided under sections 14-10 and 15-10 of the Charter relating to time frames for collective bargaining issues.

Support or oppose means any of the following:

- (1) To expressly advocate for or against the nomination or election of one or more candidates, or the qualification or passage of a ballot issue or ballot question.
- (2) To aid or promote the success or defeat of a candidate, ballot issue, or ballot question.

Total vote cast means the highest number of votes in any single citywide race or issue.

(Ord. No. 2021-35, § 1, 9-27-2021)

Sec. 54-3. Computation of time.

If the last day of any period is a Saturday, Sunday or legal holiday, the period is extended to include the next day which is not a Saturday, Sunday or legal holiday. If the time period requires doing an act in “not less than” or “no later than” or “at least” a certain number of days, or “prior to” or “at least” a certain time, the period is shortened to an ends on the prior business day that is not Saturday, Sunday, or legal holiday.

Sec. 54-4. Terms of council members; vacancies.

(a) The term of office of all members of the council and the mayor shall be for four years, as provided for in section 3-5 of the Charter. Neither the mayor nor any council member shall serve more than three consecutive four-year terms of office in their respective offices. Terms of office shall be considered consecutive unless they are at least four years apart. For purposes of this section, the office of mayor and office of council member shall be considered different offices.

(b) If a vacancy occurs in the council, the remaining council members shall, no later than 45 days after such vacancy occurs, appoint by majority vote a person possessed of all statutory qualifications to fill such vacancy for the unexpired term of the previously vacated office. (Ord. No. 2013-55, § 1, 11-25-2013)

Sec. 54-5.Wards.

(a) The city is divided into six wards, numbered consecutively as I, II, III, IV, V and VI. The boundaries of each ward shall be depicted and set forth on the official ward map of the city, a copy of which is on file in the office of the city clerk and incorporated by reference into this chapter. In determining the boundaries established for each ward, whenever a common boundary between wards lies in any public street or right-of-way, the boundary of such wards shall be deemed to go to the centerline of the street.

(b) Ward boundaries within the city shall be reviewed on the year immediately prior to the second and fifth regular election each decade using the United States Census Data and Community Surveys which update the census data, and, if necessary, the boundaries shall be revised or altered in order to ensure that wards are contiguous, compact, and have approximately the same number of residents. Recommendations for ward realignment required of the election commission shall be made and transmitted to city council no later than the fifteenth day of October in the year preceding the year in which the realignment shall take place.

(c) In the event of significant changes to the population in years between the years in which there are scheduled mandatory reviews of ward boundaries the election commission may review the ward boundaries and make recommendations to city council with said recommendations to be transmitted to city council no later than the fifteenth day of October in the year preceding the year in which the realignment shall take place.

(d) In addition to the revisions made to the ward boundaries pursuant to subsection (b) of this section, ward boundaries may be revised or altered as necessary to bring them into conformance with county precinct boundaries.

(e) Notwithstanding any City Code provision(s) to the contrary, an otherwise qualified individual who fails to meet the one-year registered elector and residency status applicable to ward council member elections shall nevertheless be eligible to run for the office of ward council member when the change in ward boundaries occurs solely as a result of the City Code semi-decennial required ward boundary adjustment. (Code 1979, § 14-3; Ord. No. 2022-70, § 1, 11-14-2022; Ord. No. 2013-23, §§ 3, 14, 7-8-2013; Ord. No. 2012-52, § 3, 11-19-2012; Ord. No. 99-26, § 1, 5-17-1999)

Sec. 54-6.Election commission.

The election commission created by Charter section 2-2, article II, and whose powers and duties are set forth in Charter section 2-3, article II, shall have staggered membership terms. All five appointees shall be appointed to four-year terms.

Sec. 54-7. Form of election.

- (a) Pursuant to the authority granted by C.R.S. 1-7.5-104, the city council hereby declares that all regular municipal elections shall be held as part of coordinated elections conducted by the county clerk and recorders for Arapahoe, Adams, and Douglas Counties.
- (b) Upon calling an election for the purpose of recall or collective bargaining not held as part of the regular or special municipal election, the city council, upon a majority vote of the members voting thereon, shall determine whether to conduct said election as a mail-in ballot or polling place election.
- (c) On or before April 1, the city clerk shall provide to the city council a proposed schedule of legislative and administrative deadlines relating to the upcoming regular municipal election or general statewide election, whichever is appropriate. (Ord. No. 2016-35, § 2, 8-8-2016)

Sec. 54-8. Mandatory recount—Seating of councilmembers.

In situations where a mandated recount occurs, or for any other reason the canvass board is delayed in certifying any election results, the provisions of Charter section 3-5(a) requiring the seating of a councilmember at the first council meeting in December shall be interpreted so as to permit the recount process, or other certification process by the canvass board, to take place within the timeframes established by state law. After the canvass board certifies the recount, or other total votes, the mayor or councilmember who has been certified the winner of the race shall be seated at the next regular council meeting after the certification. In no case shall the incumbent mayor or councilmember be granted "holdover" status during the recount process.

Article II. Nomination of Candidates for Municipal Offices

Sec. 54-31. Electors eligible to hold municipal office.

Every registered elector who is 21 years of age or older on the date of the next election, who has resided within the city for at least one year prior to the date of the election, and who is a citizen of the United States is qualified to hold elective office within the city subject to the remaining conditions of this section. Candidates for ward seats are also required to be one-year residents of the respective wards from which they are elected. Persons convicted of embezzlement of public money, bribery, perjury, solicitation of bribery, or subordination of perjury shall not become a candidate and are not qualified to hold elective office. Candidates, if elected, shall not hold any other elective public office or be a salaried employee of the city.

Editor's note: Ordinance No. 2021-30, effective on September 25, 2021, which amended section 54-31, reflects the City Council's determination that this code section, and Charter section 3-3, must be read in harmony with Article VII, Section 10 and Article XII, Section 4 of the Colorado Constitution, replacing "felony" as it appears in this section with the constitutional list: "embezzlement of public money, bribery, perjury, solicitation of bribery or subornation of perjury."

(Ord. No. 2021-30, § 1, 8-23-2021)

Sec. 54-32.Nomination of municipal officers.

(a) Candidates for municipal office shall be nominated, without regard to political party affiliation, by petition on forms supplied by the city clerk. The petition of nomination shall contain the name and address of only one candidate, and shall indicate the municipal office for which the candidate is being nominated, prior to circulating the petition. A candidate can only circulate a petition for one office for the regular municipal election.

(b) Nomination petitions may be circulated and signed beginning on the 90th day and ending on the 70th day prior to the date of election. Each petition shall be signed by the registered electors in the following numbers:

(1) For a candidate for an at-large and mayor seat, at least 100 registered electors residing within the City.

(2) For a candidate from a ward within a city, at least 50 registered electors residing in the candidate's ward.

(c) Each registered elector signing a petition shall add to the signature a place of residence. The circulator of each nomination petition shall make an affidavit that each signature thereon is the signature of the person whose name it purports to be, and that each signer has stated to the circulator that he or she is a registered elector of the City or the city and ward, as the case may be, for which the nomination is made. The signature of each signer of a petition shall constitute prima facie evidence of qualifications without the requirement that each signer make an affidavit as to qualifications.

(d) No petition shall be valid that does not contain the requisite number of signatures of registered electors. Any such petition may be amended in this respect at any time prior to 64 days before the date of election, unless such petition did not contain the requisite number of signatures when filed. Any person signing a nomination petition for a candidate for a ward office must reside within the same ward as the candidate from such ward.

(e) No registered elector shall sign more than one nomination petition for each separate office to be filled. Each council office that is to be filled by the electorate shall be considered as a separate office for the purpose of nomination. An elector may sign one nomination petition for one candidate from his or her ward of residence, as well as one petition for the office of mayor. An elector may also sign nomination petitions for up to two candidates for at-large offices.

(f) Each nomination petition shall be filed with the clerk no later than the 70th day prior to the day of election. Every such petition shall have endorsed thereon or appended thereto the written affidavit of the candidate accepting such nomination. The acceptance of nomination shall contain the place of residence of the candidate and the name of the candidate in the form that he or she wishes it to appear on the ballot. The candidate's name may be a nickname or include a nickname

but shall not contain any title or degree designating the business or profession of the candidate. A candidate may run for one office per election.

(g) Nominated candidates shall have their names arranged alphabetically on the ballot by their legal last names.

(h) The city clerk shall cause all nomination petitions to be preserved in accordance with the municipal records retention schedule. All such petitions shall be open to public inspection. (Code 1979, § 14-26; Ord. No. 2016-35, § 3, 8-8-2016; Ord. No. 2013-23, § 19, 7-8-2013; Ord. No. 96-76, § 3, 12-30-1996)

Sec. 54-33. Withdrawal of nomination.

(a) Any person who has been nominated as a candidate for municipal election, and who has accepted a nomination, may cause his or her name to be withdrawn at any time. If the withdrawal occurs no later than 60 days before the election, the person who withdrew from candidacy shall not have his or her name appear on the ballot. If the withdrawal occurs later than 60 days before the election, the withdrawn candidate's name shall remain on the ballot, however, any votes for that candidate shall not be counted.

(b) If any candidate for municipal office dies 60 days before the election, the person who died shall not have his or her name appear on the ballot. If the candidate dies later than 60 days before the election the candidate's name shall remain on the ballot, however, any votes for that candidate shall not be counted. (Ord. No. 2016-35, § 4, 8-8-2016)

Editor's note: Ord. No. 2016-35, § 4, adopted Aug. 8, 2016, amended the catchline of § 54-33 to read as herein set out. Said catchline formerly read "Withdrawal of and vacancies in nominations."

Sec. 54-34. Encouraging withdrawal from campaign prohibited.

No person shall offer or give any candidate or candidate committee any money or any other thing of value for the purpose of encouraging the withdrawal of the candidate's candidacy, nor shall any candidate offer to withdraw a candidacy in return for money or any other thing of value. Any violation of this section shall be punishable by the general penalty provision specified in section 1-13 of this Code.

Sec. 54-35. Objection to nominations.

All petitions for the nomination of candidates for municipal office that are in apparent conformity with the provisions of section 54-32, as determined by the city clerk, are valid unless objection thereto is duly made in writing within three business days after their filing. If an objection is made, notice thereof shall be given to any candidate who may be affected. The city clerk shall determine the validity of objections not later than 48 hours after they are filed. Any objections sustained may be remedied or defect cured upon the original petition by an amendment thereto, or by filing a new petition within three business days after such objection is

sustained, but in no event later than the 64th day before the day of election. The city clerk shall determine the validity of all objections and such decision shall be final, subject only to judicial review. (Ord. No. 2016-35, § 5, 8-8-2016)

Sec. 54-36. Write-in candidates.

No write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the city clerk by the person who is to be the write-in candidate no later than 64 days before the election. Such affidavit shall indicate that such person wishes to hold the elective office, and is qualified to assume the duties of that office if elected. All write-in candidates shall comply with the provisions of section 54-104 by filing a candidate's affidavit and qualification statement, committee's statement of organization, and the required statements of contributions and expenditures. (Ord. No. 2016-35, § 6, 8-8-2016)

Sec. 54-37. Cancellation of election.

If the only matter before the voters is the election of persons to office and if, at the close of business on the 63rd day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent to be write-in candidates, the city clerk, if instructed by the city council after such date, shall cancel the election and by resolution declare the candidates elected. Notice of such cancellation shall be published, in order to inform the electors of the municipality, and notice of such cancellation shall be posted as soon as practicable, in the same manner as the publication of election results. (Ord. No. 2016-35, § 7, 8-8-2016)

Article III. Recall

Sec. 54-66. Generally.

(a) *Authority.* Any public officeholder of the city may be recalled from office by the electors entitled to vote in an election to recall the said officeholder through the procedure and in the manner provided for in this article, which procedure shall be in addition to any other method of removal from the office provided by law.

(b) *Petition Representatives.* Petition representatives shall only be those registered electors who may vote in the subsequent recall election, if such election is held.

(c) *Time for filing.* A petition for the recall of a public officeholder shall be filed with the city clerk not later than 60 days from the date the petition has been approved as to form, pursuant to the provisions of this chapter. The city clerk shall not accept any petition for filing which is not timely filed under this section.

Sec. 54-67. Statement of grounds for recall; public officeholder response.

The petition representative(s) shall file with the city clerk as part of the petition, a statement of not more than 200 words stating the reasons for the recall of the public officeholder sought to be removed. The city clerk shall, not later than three business days after the petition has been filed,

mail or transmit electronically a copy of the petition to the public officeholder sought to be recalled, who may file with the city clerk a statement, containing not more than 500 words, in response to the charges made against the public officeholder. The public officeholder sought to be recalled shall file their response, if any, within 10 days of the date the statement of intent was sent.

Sec. 54-68. Signature requirements.

A recall petition shall be signed by registered electors who would be entitled to vote for the successor of the incumbent sought to be recalled equal in number to 25 percent of the entire vote cast at the last preceding municipal election for all the candidates for office which the public officeholder sought to be recalled occupies.

Sec. 54-69. Election.

(a) *Date of election.* If the recall petition is determined to be sufficient, the city council shall set a date for a recall election to be held within 90 days from the date of the final determination of sufficiency, or if a municipal election has been previously scheduled within 120 days, the recall election shall be held in conjunction therewith.

(b) *Qualification to vote.* Only registered electors falling within one of the following groups shall be eligible to vote in city recall elections:

- (1) If the recall effort involves only the office of a ward council member, only those registered electors residing in that ward shall vote on the recall question.
- (2) If the recall effort involves only the office of mayor or the office of council member-at-large, the election shall be conducted citywide for voting by registered electors at large.
- (3) If the recall effort involves a combination of the offices of mayor, at large and ward council members, the voting shall be conducted with registered electors voting citywide on the offices of mayor and at-large questions and the ward recall question appearing only on the ballot in the ward to which it relates.

(c) *Contents of ballot.* There shall be printed on the official ballot as to every officer whose recall is to be voted, the statement of grounds required by the petition representative(s) and the public officeholder's response thereto. There shall also be printed on the ballot as to every public officeholder whose recall is sought the words "Shall (name of person against whom recall petition is filed) be recalled from office of (title of office)?" Following such question shall be words "yes" and "no."

Sec. 54-70. Resignation; cancellation of election.

(a) If a public officeholder sought to be recalled shall offer their resignation at any time prior to certification of the ballot, it shall be accepted, and the vacancy caused by such resignation shall be filled as provided by the Charter for filling vacancies. The person appointed to fill such vacancy shall hold the vacated office until the next regular municipal election at which the office would be voted on.

- (b) If a public officeholder resigns after a petition seeking their recall has been filed, that individual will be ineligible to serve on the council until the next regular municipal election is held.
- (c) The city clerk shall cancel the election if each public officeholder sought to be recalled shall offer their resignation at any time prior to certification of the ballot.
- (d) Notice of such cancellation shall be published, in order to inform the electors of the city and notice of such cancellation shall be posted in the city clerk's office and on the City's website.
- (e) If more than one public officeholder is sought to be recalled at a scheduled recall election and one or more, but fewer than all, of the public officeholder resign prior to certification of the ballot, the city council shall direct the city clerk to take appropriate action to conform the various ward or at-large ballots to reflect such a situation.

Sec. 54-71. Limitations on recall petitions.

- (a) No recall petition shall be circulated or signed against any public officeholder until they have held office for at least six months or if the office is up for re-election within six months.
- (b) After one recall petition, no further petition shall be filed against the same public officeholder during the term for which they were elected or appointed unless the number of petitioners signing this petition equals 50 percent of all ballots cast for that office at the last-preceding regular municipal election. (Code 1979, § 14-5(g); Ord. No. 2013-23, § 5, 7-8-2013; Ord. No. 96-76, § 15, 12-30-1996; Ord. No. 95-53, exhibit A (§ 14-5(g)), 9-11-1995)

Article IV. Campaign Finance

Sec. 54-100. Definitions.

Committee means any the following:

- (1) *Candidate committee* means a committee organized by or on behalf of a candidate under section 54-103(a).
- (2) *Independent expenditure committee* means a political committee that only makes independent expenditures and that does not make contributions to any candidate committee or to another political committee that makes contributions to any candidate committee.
- (3) *Issue committee* means a person or a group of persons that receives contributions or makes expenditures, or anticipates receiving contributions or making expenditures, in an aggregate amount of \$1,000 or more during an election cycle to support or oppose the qualification or passage of a ballot issue or ballot question. "Issue committee" includes a petition representative or other person that receives contributions or makes expenditures to support or oppose the recall of a public officeholder.
- (4) *Political committee* means a person or a group of persons that is organized to support or oppose the nomination or election of one or more candidates and that receives contributions or makes expenditures, or anticipates receiving contributions or making expenditures, in an aggregate amount exceeding \$400.00 during an election cycle.

- a. "Political committee" includes an independent expenditure committee, small donor committee, political party, or a separate segregated fund established by a covered entity pursuant to section 54-101(e).
 - b. "Political committee" does not include a candidate committee, issue committee, or recall defense committee.
- (5) *Small donor committee* means a political committee that accepts contributions only from natural persons who each contribute no more than \$50.00 in the aggregate per calendar year.
- (6) *Recall defense committee* means a committee organized under section 54-103(g) to oppose the recall of a public officeholder. A recall defense committee is separate from but subject to the same limits and restrictions on contributions as a candidate committee of the public officeholder on whose behalf the recall defense committee is organized.
- (7) Unless the context clearly indicates otherwise, "committee" includes an agent of the committee.

Conduit means a person who transmits a contribution from another person to a committee. "Conduit" does not include the candidate or the treasurer of the committee receiving the contribution, a volunteer fundraiser hosting an event for a committee, or a professional fundraiser if the fundraiser is compensated at the usual and normal charge.

Contribution means a gift, subscription, transfer, loan, payment, advance, or deposit of money or other thing of value made to a person to support or oppose the nomination or election of one or more candidates, or the qualification or passage of a ballot issue or ballot question.

- (1) "Contribution" includes:
- a. A written contract, promise, or agreement to make a contribution.
 - b. Anything of value given, directly or indirectly, to a recall defense committee to oppose the recall of a public officeholder.
 - c. The payment by another person for goods or services rendered to a candidate or committee without charge or at a charge that is less than the usual and normal charge.
 - d. A loan, other than a commercial loan made in the ordinary course of the lender's business, to a candidate or committee, up until the time when the loan is fully paid. An unsecured loan is a contribution from the lender. A secured or guaranteed loan is a contribution from the guarantor or person whose property secures the loan.
 - e. An unpaid financial obligation which is forgiven.
 - f. A contribution in kind.
 - g. A payment or transfer of money or other thing of value received by a committee from another committee.
 - h. A coordinated expenditure.
- (2) "Contribution" does not include:
- a. Services provided without compensation by individuals volunteering their time on behalf of a committee.

- b. Costs associated with the establishment, administration, and solicitation of contributions for a separate segregated fund established by a covered entity under section 54-101(e).
- c. Payment of compensation for legal and accounting services rendered to a committee if the person paying for the services is the regular employer or client of the individual rendering the services and the services are solely to ensure compliance with the provisions of article IV of this chapter.

Contribution in kind means a contribution of goods, services, or other thing of value provided without charge or at a charge that is less than the usual and normal charge. Examples of such goods or services include, but are not limited to, securities, facilities, equipment, supplies, personnel, advertising services, membership lists, and mailing lists.

- (1) If goods or services are provided at less than the usual and normal charge, the amount of the contribution in kind is the difference between the usual and normal charge for the goods or services at the time of the contribution and the amount, if any, charged to the recipient.
- (2) "Contribution in kind" does not include an endorsement of a candidate or an issue by any person.

Coordinated expenditure means any of the following:

- (1) Payment for a public communication that republishes, disseminates, or distributes, in whole or part, any video, audio, written, graphic, or other form of campaign material, created or prepared by a candidate or candidate committee, unless the payment is made by the candidate or candidate committee that created or prepared the material, or the republished material is used to oppose the candidate or candidate committee that created or prepared the material.
- (2) An expenditure or electioneering communication made in cooperation, consultation, or concert with, or at the request or suggestion of, a candidate or candidate committee to support or oppose, or to influence voters about, that candidate or any other candidate who seeks election to that same office during that same election cycle. An expenditure or electioneering communication is made in cooperation, consultation, or concert with, or at the request or suggestion of, a candidate or candidate committee under any of the following conditions:
 - a. The expenditure or electioneering communication is made according to any expressed or implied agreement with, any general or particular understanding with, or according to any request by or communication with the candidate or candidate committee.
 - b. During the election cycle in which the expenditure or electioneering communication is made, the person making the expenditure was directly or indirectly established, maintained, controlled, or principally funded by the candidate or committee, or by an immediate family member of the candidate.
- (3) During the six months before an individual becomes a candidate and for the remainder of that election cycle, the candidate or candidate committee actively solicited funds for a person so that such funds would be available to be used for one or more independent expenditures or electioneering communications to support or oppose, or influence voters about, any candidate who seeks election to the office sought by the

candidate soliciting such funds; provided, however, that this limitation on solicitations of funds does not apply to that candidate's or candidate committee's solicitation of funds for its own use through an independent expenditure or an electioneering communication.

(4) Communications between the person making the expenditure or electioneering communication and the candidate or candidate committee only to discuss with the candidate the person's or the candidate's position on a policy matter or whether the person will endorse the candidate do not result in a coordinated expenditure under this subsection.

(5) A coordinated expenditure does not result if a person, making the expenditure or electioneering communication, has employed or otherwise retained the services of a provider of accounting or legal services as long as that provider only delivers those professional services that are within the scope of the legal or accounting professions.

Corporation means a domestic corporation incorporated under and subject to the "Colorado Business Corporation Act," articles 101 to 117 of title 7, C.R.S., a domestic nonprofit corporation incorporated under and subject to the "Colorado Revised Nonprofit Corporation Act," articles 121 to 137 of title 7, C.R.S., or any corporation incorporated under and subject to the laws of another state. For purposes of this article, "domestic corporation" means a for-profit or nonprofit corporation incorporated under and subject to the laws of the state of Colorado, and "foreign corporation" means a corporation incorporated under and subject to the laws of another state or foreign country. For purposes of this article, "corporation" includes the parent of a subsidiary corporation or any subsidiaries of the parent. "Subsidiary" means a business entity of which more than half of its stock is owned by another entity or person, or a business entity of which a majority interest is controlled by another person or entity.

Covered entity means any of the following:

- (1) An organization or enterprise operated for profit, including a corporation, association, proprietorship, firm, partnership, business trust, holding company, limited liability company, limited liability partnership, or similar legal entity through which business is conducted.
- (2) A labor organization.
- (3) An organization or corporation that is tax-exempt under section 501(c) of the Internal Revenue Code of 1986.
- (4) A political organization that is tax-exempt under section 527 of the Internal Revenue Code of 1986 and that is primarily operated for purposes other than to support or oppose the nomination or election of one or more candidates, or the qualification or passage of a ballot issue or ballot question.

Donation means a payment, transfer, loan, pledge, gift, advance of money, or other thing of value made to an independent spender.

- (1) "Donation" does not include:
 - a. A payment received by a person in a commercial transaction in the regular course and scope of the person's business, trade, or investments.
 - b. Membership dues or fees paid to an organization by its members to the extent the dues or fees do not exceed \$5,000 per member in a calendar year.

- c. A payment or transfer of money or other thing of value made by a person if the person prohibited the recipient of the payment or transfer from directly or indirectly using the transferred money or thing of value for independent expenditures or electioneering communications, and the recipient agreed in writing to follow the prohibition and deposited the transferred money or thing of value in an account that is segregated from other funds directly or indirectly used for independent expenditures or electioneering communications.

Donor means a person that makes a donation to an independent spender.

Election cycle means one of the following:

- (1) The period of time beginning 31 days following a general election for the particular office and ending 30 days following the next general election for that office.
- (2) The period of time beginning when petitions are approved for a recall election and ending 30 days following the termination of the recall election, either by election, failure to collect sufficient signatures for recall petitions, or resignation of the incumbent who is the subject of the recall.

Electioneering communication means:

- (1) A public communication that meets all of the following conditions:
 - a. Refers to a clearly identified candidate.
 - b. Is distributed within 120 days of a municipal election in which the candidate is on the ballot.
 - c. Can be received by members of the constituency eligible to vote for the candidate.
- (2) "Electioneering communication" does not include:
 - a. A news story, editorial, or commentary distributed by a broadcasting station, including a cable television operator, programmer, or producer, or satellite television or radio provider, newspaper, magazine, website, or other periodical publication, including an online or electronic publication, that is not owned or controlled by a candidate or committee.
 - b. A communication made by a person, other than a candidate or committee, that proposes a commercial transaction in the regular course and scope of the person's business or trade.
 - c. A communication that constitutes a candidate debate or forum, or communication that solely promotes a candidate debate or forum made by the sponsor of such debate or forum.
 - d. A membership communication.
- (3) An electioneering communication is made when the actual spending occurs or when there is a contractual agreement requiring such spending, and the amount is determined.
- (4) For purposes of this article, *clearly identified candidate* means the candidate's name or nickname is used in the communication; a picture, drawing, or likeness of the candidate appears in the communication, or the identity of the candidate is otherwise apparent from reference in the communication.

Expenditure means the purchase, payment, distribution, loan, advance, deposit or gift of money or other thing of value made by a person to support or oppose the nomination or election of one or more candidates, or the qualification or passage of a ballot issue or ballot question. An expenditure occurs when the actual payment is made or when there is consideration received, whichever occurs first.

- (1) "Expenditure" includes:
 - a. A purchase or payment made by a candidate or committee.
 - b. A payment, distribution, loan, or advance of any money or anything of value made by a person for the benefit of a candidate or committee that is made with the prior knowledge and consent of the candidate or committee.
 - c. A payment or transfer of money or other thing of value made by a committee to another committee.
 - d. An independent expenditure.
 - e. An electioneering communication made by a committee.
- (2) "Expenditure" does not include:
 - a. A payment made by a person, other than a committee, in a commercial transaction in the regular course and scope of the person's business or trade.
 - b. A news story, editorial, or commentary distributed by a broadcasting station, including a cable television operator, programmer, or producer, or satellite television or radio provider, newspaper, magazine, website, or other periodical publication, including an online or electronic publication, that is not owned or controlled by a candidate or committee.
 - c. A candidate debate or forum, or communication that solely promotes a candidate debate or forum and is made by the sponsor of such debate or forum.
 - d. A payment for nonpartisan voter registration or get-out-the-vote efforts made by a person other than a committee.
 - e. A membership communication.

Foreign-influenced corporation means a corporation or other entity to which any of the following applies:

- (1) A foreign national or foreign owner holds, owns, controls, or otherwise has directly or indirectly acquired beneficial ownership of equity or voting shares equal to or greater than five percent of total equity or outstanding voting shares in the corporation or entity.
- (2) Two or more foreign nationals or foreign owners hold, own, control, or otherwise have directly or indirectly acquired beneficial ownership of equity or voting shares in total equal to or greater than 20 percent of the total equity or outstanding voting shares in the corporation or entity.
- (3) Any foreign national or foreign owner participates in any way, directly or indirectly, in the process of making decisions about the corporation's or entity's contributions, expenditures, or electioneering communications.

Foreign national means a foreign national as defined by 52 U.S.C. 30121(b), or a foreign-influenced corporation.

Foreign owner means a corporation or other entity in which a foreign national holds, owns, controls, or otherwise has directly or indirectly acquired beneficial ownership of equity or voting shares equal to or greater than 50 percent of total equity or outstanding voting shares.

Independent expenditure means an expenditure to support or oppose one or more candidates that is not controlled by or coordinated with any candidate or candidate committee.

Independent spender means a person, other than a committee registered with the city clerk under section 54-103, that makes an independent expenditure or electioneering communication.

Labor organization means an organization of any kind, or an agency or employee representative committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

Membership communication means a communication made by an organization, including a covered entity, that is limited in circulation to principal owners, members, stockholders, or executive or administrative employees of the organization, unless the organization is organized to support or oppose the nomination or election of one or more candidates or the qualification or passage of a ballot issue or ballot question.

(1) "Membership communication" does not include a public communication or a communication that is distributed to persons who are not principal owners, members, stockholders, or executive or administrative personnel of the organization making the communication.

(2) For purposes of this chapter:

a. *Member* means a person who, pursuant to a specific provision of an organization's articles or bylaws, has the right to vote directly or indirectly for the election of a director or officer of the organization, or on the disposition of all or substantially all of the assets of the organization, or on a merger or dissolution of the organization; or any person who is designated in the articles or bylaws of an organization as a member and, pursuant to a specific provision of an organization's articles or bylaws, has the right to vote on changes to the articles or bylaws, or who pays or has paid membership dues or fees in an amount predetermined by the organization so long as the organization is tax exempt under section 501(c) of the Internal Revenue Code of 1986. A member of a local union or labor organization is considered to be a member of any national or international union or labor organization of which the local union or labor organization is a part and of any federation with which the local, national, or international union or labor organization is affiliated.

b. *Stockholder* means a person who has a vested beneficial interest in stock, has the power to direct how that stock will be voted if it is voting stock, and has the right to receive dividends.

c. *Executive or administrative personnel* means an individual employed by an organization who is paid on a salary rather than an hourly basis, and who has policy-making, managerial, professional, or supervisory responsibilities. "Executive or administrative personnel" includes an individual who runs an organization's business, such as officers, executives, and plant, division, and

section managers, and individuals following the recognized professions, such as attorneys and engineers.

Nonmunicipal political organization means any of the following:

- (1) A candidate committee, political party, or political committee that is registered and filing reports pursuant to the Fair Campaign Practices Act 1-45-101 to 1-45-118, C.R.S., or the law of another municipality in the state of Colorado.
- (2) A political committee or political organization organized under the law of another state.
- (3) A federal political committee that is registered and filing reports pursuant to the Federal Election Campaign Act of 1971, 52 U.S.C. 30101 to 30146.

Person means a natural person, partnership, committee, association, firm, corporation, company, labor organization, political party, or other entity or group of persons, however organized.

Political advertisement means (a) an expenditure or independent expenditure that is public communication, or (b) an electioneering communication.

- (1) "Political advertisement" does not include:
 - a. Bumper stickers, pins, buttons, pens, or similar small items upon which a disclaimer statement required by section 54-104.5 cannot be conveniently printed.
 - b. Skywriting, water tower, wearing apparel, or other means of advertising of a nature such that the inclusion of a disclaimer statement required by section 54-104.5 would be impracticable.

Principal owner means a person that owns or controls 10 percent or more of an entity.

Principal place of operations means the primary location where the managers, officers, owners, or leadership personnel of an entity direct or control its activities and operations.

Public communication means a communication to the general public through broadcast, cable, satellite, internet or another digital method, newspaper, magazine, outdoor advertising facility, mass mailing, telephone bank, robocall, or any other form of general public advertising or marketing regardless of medium.

Standalone candidate means a candidate without a committee who does not accept contributions.

Unexpended campaign funds means the balance of funds on hand in the campaign account of a committee after a municipal election that is in excess of the amount necessary to pay remaining debts or financial obligations incurred by the committee with respect to the election.

Usual and normal charge means:

- (1) For goods, the price of those goods in the market from which they ordinarily would have been purchased at the time of the contribution.
- (2) For services, the hourly or piecework charge for the services at a commercially reasonable rate prevailing at the time the services were rendered.

Volunteer means any person who freely gives time on behalf of a candidate or a candidate, issue, political, small donor, or independent expenditure committee for purposes of municipal election matters. (Ord. No. 2021-35, § 1, 9-27-2021)

Sec. 54-101. Prohibited contributions.

(a) An issue committee or independent expenditure committee may not make a contribution to a recall defense committee, or political committee, other than an independent expenditure committee. A candidate, candidate committee, recall defense committee, or political committee, other than an independent expenditure committee, may not solicit or accept a monetary or nonmonetary contribution from an issue committee or independent expenditure committee.

(b) A candidate committee or recall defense committee may not make a contribution to a political committee, issue committee, or another candidate's candidate committee or recall defense committee of another candidate. A political committee, issue committee, recall defense committee, or candidate committee may not solicit or accept a contribution from a recall defense committee or another candidate's candidate committee.

(c) Neither an issue committee nor an independent expenditure committee may make a contribution to a candidate committee.

(d) No contribution is made through a candidate's personal participation or physical presence at an organizational, planning, policy, or strategy meeting or fundraising or other event for any candidate or issue committee or, with the exception of coordinated expenditures described in subsection (1) of the definition of "coordinated expenditure" in section 54-2, an independent expenditure committee or independent spender that makes an electioneering communication or independent expenditure.

(e) No committee may accept any contribution in cash, currency, or coin that exceeds \$100.00. (Ord. No. 2021-35, § 2, 9-27-2021)

Sec. 54-102. Unexpended campaign funds and personal use of campaign funds.

(a) Before filing a termination report with the city clerk, a committee must pay all remaining debts and financial obligations and dispose of any unexpended campaign funds in accordance with this section.

(b) Unexpended campaign funds of a committee may be:

(1) Donated to a charitable organization that is tax-exempt under section 501(c)(3) of the Internal Revenue Code.

(2) Returned to contributors.

(3) Retained by the committee for use in a subsequent municipal election.

(c) Campaign funds of a committee may not be used for personal use, including but not limited to payment for a commitment, obligation, or expense that would exist irrespective of a candidate's campaign or duties as an officeholder. Personal use includes, but is not limited to, the use of funds in a campaign account to pay for:

(1) Household food items or supplies.

(2) Funeral, cremation, or burial expenses, except those incurred for a candidate or an employee or volunteer of a committee whose death arises out of, or in the course of, campaign activity.

(3) Clothing, other than items of de minimis value that are used in the campaign, such as campaign t-shirts or caps with campaign slogans.

(4) Tuition payments, other than those associated with training campaign staff.

(5) Mortgage, rent or utility payments for, or repairs or improvements upon, any part of any personal residence of the candidate or a member of the candidate's family, or for real or personal property that is owned by the candidate or a member of the candidate's family and used for campaign purposes, to the extent the payments exceed the fair market value of the property usage.

(6) Admission to a sporting event, concert, theater, or other form of entertainment, unless part of a specific campaign or officeholder activity.

(7) Dues, fees, or gratuities at a country club, health club, recreational facility or other nonpolitical organization, unless they are part of the costs of a specific fundraising event that takes place on the organization's premises.

(8) Salary payments to a member of the candidate's family, unless the family member is providing bona fide services to the campaign. If a family member provides bona fide services to the campaign, any salary payment above the fair market value of the services provided is personal use.

(9) Salary payments by a candidate committee to a candidate above the lesser of the prorated minimum salary paid to the officeholder of the office that the candidate seeks or the prorated earned income that the candidate received during the year before becoming a candidate. Any earned income that a candidate receives from salaries or wages from any other source will count against the foregoing limit listed in this subsection.

(10) A vacation.

(d) Upon receipt of a complaint about personal use of campaign funds or upon learning of other uses of campaign funds by any means, the city clerk will determine, on a case-by-case basis, whether other uses of funds in a campaign account fulfill a commitment, obligation or expense that constitutes personal use.

(e) Notwithstanding any other provision of law, a candidate committee may expend campaign funds during any particular election cycle to reimburse the candidate for reasonable and necessary expenses for the care of the candidate's children or other dependents the candidate incurs directly in connection with the candidate's campaign activities during the election cycle. The candidate committee must disclose the expenditures in accordance with section 54-104. (Ord. No. 2020-58, § 2, 11-16-2020)

Sec. 54-103. Requirements for registration and initial filings by candidates and committees—Recordkeeping—Campaign accounts.

(a) Except as provided in subsection (b) of this section, an individual must organize a candidate committee pursuant to subsection (c) of this section upon becoming a candidate under this chapter. A candidate may not organize, maintain, or control more than one candidate committee at any time.

(b) A standalone candidate must, within five business days of becoming a candidate, submit an affidavit to the city clerk certifying that the candidate has reviewed and is familiar with the requirements of this chapter. If a standalone candidate subsequently accepts a contribution at any point in the election cycle, the candidate must organize a candidate committee within five business days pursuant to this section.

(c) A committee must, within five business days of becoming a candidate committee, issue committee, or political committee under this chapter, do all of the following:

(1) Appoint an individual as its treasurer. A candidate may serve as the treasurer of the candidate's own candidate committee if no other individual is appointed treasurer. In the event that the treasurer of a committee is vacated for any reason, the committee must promptly appoint a new treasurer, who must file the affidavit required under subsection (d)(6) of this section with the city clerk within 10 business days of the vacancy by the prior treasurer.

(2) Open or designate a bank account with a financial institution in the state of Colorado to serve as its campaign account, which must include the full name of the committee in the title of the account.

(3) File a registration statement with the city clerk that includes the information required by subsection (d) of this section.

(d) The registration statement filed by a committee with the city clerk must include:

(1) The full name and mailing address of the committee; the street address for the principal place of operations of the committee, if different from the mailing address; telephone number for

the principal place of operations of the committee; an email address for the committee that is actively monitored; and the URL of the committee's official website, if any.

(2) The full name, mailing address, telephone number, and email address of the treasurer of the committee.

(3) The full name of any other committee or a nonmunicipal political organization that is organized, financed, maintained, or controlled by the same person or group of persons as the committee filing the registration statement, and in the case of a nonmunicipal political organization registered with the Colorado Secretary of State's campaign finance system, the organization's state-assigned committee ID number.

(4) A description of the purpose of the committee.

a. For a candidate committee, the description must include the full name and public office sought by the candidate on whose behalf the committee is organized.

b. For a political committee, the description must include the full name and public office sought by each candidate the committee is supporting or opposing.

c. For an issue committee, the description must include the official title and number of the ballot issue or ballot question the committee is organized to support or oppose if known, and whether the committee supports or opposes that issue or question.

d. For a separate segregated fund sponsored by a covered entity pursuant to section 54-101(e)(2), the description must include the full name and the address of the principal place of operations of the sponsoring entity.

(5) The full name, mailing address, and telephone number of the financial institution with which the committee has opened or designated its campaign account, and the title of the campaign account.

(6) An affidavit signed by the treasurer of the committee certifying that the treasurer has reviewed and is familiar with the provisions of this chapter, and, in the case of a candidate committee, the registration statement must also include an affidavit from the candidate on whose behalf the committee is organized certifying that the candidate has reviewed and is familiar with the requirements of this chapter.

(e) The city clerk must review all submitted registration statements within five business days and reject any that do not meet all of the requirements of this section. Rejected registrations may be corrected and resubmitted within five business days.

(f) Registration statements must be filed electronically with the city clerk. The city clerk must make all submitted registration statements available to the public online within three business days of determining that the statements meet all requirements of this section.

(g) A public officeholder who is the subject of a recall must organize a recall defense committee in accordance with this section before soliciting or accepting a contribution or making an expenditure to oppose the recall. The public officeholder must file a registration statement for the recall defense committee with the city clerk that includes the information described in subsection (d) of this section, appoint a treasurer of the recall defense committee, and designate a bank account with a financial institution in the state of Colorado to serve as the defense committee's campaign account, which must be separate from any other account of the officeholder or the officeholder's campaign committee.

(h) If any of the information required in subsection (c) or (d) of this section subsequently changes, the committee must file an amendment to its registration statement within five business days. A committee that has registered under this section in connection with a prior municipal election must file an amended registration statement with the city clerk for each subsequent election cycle until the committee submits a termination report.

(i) The treasurer of a committee must preserve copies of all filings and reports required by this article and complete records of all transactions of the committee's campaign account for no less than five years after a termination report for the committee is submitted to the city clerk or until the final disposition of any complaint or consequent litigation involving the committee, whichever is later. The filings, reports, and records of the committee are subject to inspection at any hearing held under this article.

(j) All contributions received by a committee must be deposited in its campaign account within 10 days of their receipt. All expenditures made by a committee must be paid from its campaign account. A committee may not deposit a contribution to or make an expenditure from its campaign account without the express authorization of its treasurer or the treasurer's designee. The campaign account must be segregated from any other funds or bank accounts of the person that organized the committee, and funds in the campaign account may not be commingled with the personal funds of any person.

(k) The treasurer of a committee and the candidate, in the case of a candidate committee, are jointly and severally responsible for all of the following:

(1) Filing all statements and reports required by this article in full and accurate detail.

(2) Except as otherwise provided in this article, all other actions of the committee. (Ord. No. 2021-35, § 3, 9-27-2021)

Sec. 54-104. Requirements for reporting contributions and expenditures by committees.

(a) The treasurer of each committee must prepare and file reports of contributions and expenditures with the city clerk pursuant to this section. The treasurer must attest to the accuracy and completeness of each report filed under this section.

(b) Each committee must file election-year reports with the city clerk in accordance with the filing schedule specified by this subsection. The initial election-year report due from a committee

after filing its registration statement with the city clerk must cover the period that begins on the first day of the election cycle and ends on the closing date of the reporting period in which the committee filed its registration statement. In the case of a committee originally organized in a prior election cycle, the initial election-year report must cover the period that begins on the first day after the last date included in the committee's last semi-annual report and ends on the closing date of the reporting period specified under subsection (b)(1)(a) or (b)(2)(a) of this section, as applicable. Each subsequent reporting period begins on the first day following the last date included in the prior period and ends five days before the filing deadline for the next report.

(1) For a calendar year in which there is a regular municipal election, each committee must file reports that are complete through the last date of each reporting period and due by the dates below. If the due date falls on a weekend or legal holiday, the report is due on the next business day.

- a. February 5th, complete through January 31st.
- b. May 5th, complete through April 30th.
- c. August 5th, complete through July 31st.
- d. September 5th, complete through August 31st.
- e. October 5th, complete through September 30th.
- f. The fourteenth day before the date of the election, complete through the seventeenth day before the election.
- g. The Friday preceding the date of the election, complete through the Tuesday preceding the election.
- h. December 5th, complete through November 30th.
- i. January 5th of the year after the election, complete through December 31st of the year of the election.

(2) For a calendar year in which there is a special municipal election, each committee must file:

- a. A report for each month after the special election is declared, due by the fifth day of the following month and complete through the last day of the preceding month.
- b. A pre-election report, due on the Friday before the election and complete through the Tuesday before the election.
- c. A post-election report due on the thirtieth day after the date of the election, complete through the twenty-seventh day after the election.

d. A year-end report on January 5th of the year after the election, complete through December 31st of the year of the election. This report will not be required if the twenty-seventh day after the election falls on or after December 31st.

(3) For each nonelection year within an election cycle, each committee that has not filed a termination report must file semiannual reports for nonelection years due by July 31st and January 31st. The July 31st report must cover January 1st through June 30th of the nonelection year, and the January 31st report must cover July 1st through December 31st of the nonelection year.

(c) In addition to other reports required under this section, a committee must file a major contribution report disclosing any contribution of \$1,000 or more that is received at any time within 30 days of the date of a municipal election. Such major contribution report must be filed with the city clerk no later than 11:59 p.m. on the calendar day following receipt of the contribution.

(d) A recall defense committee or issue committee that supports or opposes the recall of a public officeholder must file reports of contributions and expenditures with the city clerk within 15 days of filing its registration statement under section 54-103 and every 30 days thereafter until the date of the recall election has been set, and then 30 days, 14 days and seven days before the recall election and 30 days following the recall election.

(e) Each report required by this section must include the following information:

(1) The amount of funds on hand at the beginning of the reporting period, including funds carried over from the current election cycle or a prior election cycle. The beginning of the reporting period is the date through which the committee's last report was complete.

(2) The total amount of all contributions received by the committee in the reporting period and in the election cycle to date.

(3) The full name and mailing address of each person who has made one or more contributions to the committee during the reporting period; the amount and date of each contribution made by the person in the reporting period; and the aggregate amount of contributions made by the person during the election cycle.

a. If a contributor is a natural person, the report must include the person's occupation and employer.

b. If a contributor is a covered entity or other organization, the report must also include the entity's principal office street address, as filed with the Secretary of State Business Division, or the street address of its principal place of operations, if different from its mailing address.

c. If the covered entity has filed with the Business Division of the Colorado Department of State, then the entity's business name and principal place of operations must match the information filed with that Department.

- (4) The total amount of all expenditures made by the committee in the reporting period and in the election cycle to date.
- (5) The full name and mailing address of each person to whom an expenditure was made in the reporting period, along with the date, amount, and description of the expenditure, including the specific type of goods or services paid for.
- (6) A description of any loan, letter of credit, line of credit, or commercial loan made to the committee during the reporting period, including the full name and address of the lender or person extending the letter of credit, line of credit, or commercial loan; the full name and address of any guarantor or endorsers of the loan, letter of credit, line of credit, or commercial loan; the amount guaranteed; the date and amount of the loan, letter of credit, line of credit, or commercial loan; the balance due on the loan, letter of credit, line of credit, or commercial loan; and the terms of interest and the total amount of interest, if any.
- (7) A description of any unpaid obligation of \$500.00 or more that is 30 days or more overdue, which is not otherwise reported as a contribution, incurred by the committee during the reporting period, including the full name and address of the person to whom the obligation is due; the due date of the obligation; the purpose of the obligation; and the amount past due.
- (f) All reports required by this section must be filed electronically with the city clerk. The city clerk must make each report filed under this section available online to the public within three business days of determining the report meets all requirements of this section.
- (g) The reporting requirements of this section continue to apply to a committee with outstanding debts or a balance of campaign funds on hand. If the city clerk determines that a committee has no outstanding debts or balance of campaign funds on hand, the committee may file a termination report with the city clerk, provided the committee is not otherwise required by this article to remain open and active.
- (h) A standalone candidate need not register a candidate committee but must file reports in accordance with this section for all reporting periods in which the candidate makes expenditures. (Ord. No. 2021-35, § 4, 9-27-2021)

Sec. 54-104.5. Disclaimers for political advertisements.

- (a) A political advertisement must include a disclaimer, as specified in this section. The disclaimer required for a political advertisement must include:
- (1) The full legal name of the person or committee who paid for the advertisement.
 - (2) The name of the committee's treasurer and the word "treasurer."
 - (3) For independent spenders other than independent expenditure committees, the name of the person filing campaign finance reports for that entity and the words "filing agent."

(b) In addition to complying with subsection (a) of this section regarding disclaimers, a political advertisement, not addressed by subsection (c) of this section, that supports or opposes the election of a candidate or supports or opposes a municipal ballot issue or ballot question, referred measure, or measure for recall of any elected officer, must clearly and conspicuously state it is authorized by the committee that paid for the advertisement.

(1) If the political advertisement is a television, cable, radio, online or digital audio, telephone, or other audio communication, a person must verbalize at the beginning of such advertisement in a clearly audible and intelligible manner the following statement: "This political advertisement is authorized by (name of committee)."

(2) If the political advertisement is a text or graphic communication, including an online or digital text or graphic communication, the beginning of such advertisement must state in a manner that is clearly readable: "This political advertisement is authorized by (name of committee)."

(c) In addition to complying with subsection (a) of this section regarding disclaimers, a political advertisement that is an independent expenditure or electioneering communication must clearly and conspicuously state that it is not authorized by any candidate or candidate committee.

(1) If the political advertisement is a television, cable, radio, online or digital audio, telephone, or other audio communication, a person must verbalize at the beginning of such advertisement in a clearly audible and intelligible manner the following statement: "This political advertisement is not authorized by any candidate or candidate committee."

(2) If the political advertisement is a text or graphic communication, including an online or digital text or graphic communication, the beginning of such advertisement must state in a manner that is clearly readable by the recipient of the communication: "This political advertisement is not authorized by any candidate or candidate committee."

(d) A political advertisement disclaimer required by this section must be presented clearly and conspicuously.

(1) If the political advertisement is a radio, online or digital audio, telephone, or other audio communication, the disclaimer must be spoken in a clearly audible and intelligible manner at the beginning or end of the communication.

(2) If the political advertisement is a television, cable television, online or digital video, or other video communication:

a. The disclaimer must be written and spoken at the beginning or end of the communication.

b. The written disclaimer must appear in the communication in a conspicuous size and style.

c. The spoken disclaimer must be spoken in a clearly audible and intelligible manner.

(3) If the political advertisement is a text or graphic communication, including an online or digital text or graphic communication, the disclaimer must be:

- a. Of sufficient size to be clearly readable by the recipient of the communication.
- b. Contained in a text box set apart from the other contents of the communication.
- c. Displayed with a reasonable degree of color contrast between the background and the disclaimer statement.

(e) If the size, format, or display requirements of an online or digital political advertisement make it technologically impossible to include a disclaimer required by this section on the advertisement, the advertisement must clearly and conspicuously provide to the recipients a direct link to immediately obtain the complete disclaimer with minimal effort and without viewing any additional information other than the required disclaimer. (Ord. No. 2021-35, § 5, 9-27-2021)

Sec. 54-105. Contribution limits.*

(a) During an election cycle, a person or political committee, other than a small donor committee, may not make aggregate contributions to a candidate committee or recall defense committee in excess of \$450.00 to any one candidate in any one ward race or \$1,150 to any one candidate in any at-large race or mayoral race.

(b) During an election cycle, a small donor committee may not make aggregate contributions to a candidate committee or recall defense committee in excess of 10 times the limits established in subsection (a) of this section, based upon whether contributing to a ward race, a mayoral race, or an at-large race.

(c) During an election cycle, a candidate committee or recall defense committee may not solicit or accept aggregate contributions from a person, political committee, or small donor committee in excess of the applicable limit in subsection (a) or (b) of this section.

(d) Each limit on contributions in subsections (a) and (b) of this section must be adjusted by the city clerk by an amount calculated by the Colorado Secretary of State as prescribed in the Colorado Constitution, article XXVIII, section 3(13). The first adjustment must be done by the end of the second quarter of 2023 and then every four years thereafter, by the end of the second quarter.

(e) A nonmunicipal political organization may make contributions subject to the limits in subsection (a) of this section to a candidate committee or political committee if the contributions are made from an account or source that does not consist of any funds received from a covered entity or other prohibited source under this article.

(f) The limits in subsection (a) of this section do not apply to contributions made from a candidate's personal funds to the candidate's own candidate committee or recall defense

committee, or to contributions made from a public officeholder's candidate committee to a recall defense committee organized by or on behalf of the same public officeholder.

(g) For purposes of the limits in subsections (a) and (b) of this section, all contributions made by political committees or nonmunicipal political organizations that are organized, financed, maintained, or controlled by the same person or group of persons are considered to be made by a single committee or organization.

***Code reviser's note:** Effective August 1, 2023, the rates in this section have been updated pursuant to section 54-105(d).

(Ord. No. 2020-58, § 2, 11-16-2020)

Sec. 54-105.5. Reporting of independent expenditures and electioneering communications.

(a) An independent spender that makes one or more independent expenditures or electioneering communications in an aggregate amount of \$1,000 or more during an election cycle must file a report with the city clerk in accordance with this section. The report filed by an independent spender must include the following information:

(1) The full name, mailing address, telephone number, and email address of the independent spender.

a. If the independent spender is a natural person, the report must include the occupation and employer of the person.

b. If the independent spender is a covered entity or other organization, the report must include:

1. The full name, mailing address, telephone number, email address, and title of the individual filing, and jointly responsible for the report on behalf of the entity.

2. The full name, mailing address, telephone number, email address, and title of the individual who is primarily responsible for approving the independent expenditures or electioneering communications made by the entity.

3. The full name of each principal owner of the entity, if any.

4. The URL for the website of the entity, if any.

5. The business or purpose of the entity, including its tax-exempt status, if applicable.

6. The street address of the entity's principal place of operations, if different from the mailing address.

(2) For each independent expenditure or electioneering communication made during the period covered by the report, the report must provide:

a. The full name and mailing address of each person to whom payment was made in connection with the independent expenditure or electioneering communication.

b. The amount, date, and a description of the independent expenditure or electioneering communication. The amount of independent expenditure or electioneering communication includes all design, production, and distribution costs.

c. The full name of each candidate, ballot issue, or ballot question to which the independent expenditure or electioneering communication refers or relates. In the case of an independent expenditure, the report must also indicate whether the expenditure supports or opposes each candidate to whom the expenditure refers or relates.

(3) The full name and mailing address of each donor who made one or more donations in an aggregate amount of \$1,000 or more to the independent spender during the election cycle, along with the date and amount of each donation made by the donor in the reporting period, and the aggregate amount of donations made by the donor in the election cycle.

a. If the donor is a natural person, the report must include the person's occupation and employer.

b. If the donor is a covered entity or other organization, the report must specify the business or purpose of the entity, including its tax-exempt status, if applicable.

c. A donor who is identified on a report under this section need not be identified on any subsequent report filed by the independent spender unless the donor makes additional donations to the spender during the election cycle.

(4) The aggregate amount of independent expenditures and electioneering communications made by the independent spender in the reporting period and in the election cycle to date.

(5) A statement signed by the individual filing the report on behalf of the independent spender affirming, under penalty of law, that the report is accurate and complete.

(b) An independent spender must file an initial report under this section within 48 hours of making one or more independent expenditures or electioneering communications in an aggregate amount of \$1,000 or more during an election cycle. The initial report must cover the period that begins on the first day of the election cycle and ends on the date that the independent spender makes independent expenditures or electioneering communications in an aggregate amount of \$1,000 or more in the election cycle. After an independent spender files an initial report under this section, the spender must file a subsequent report within 48 hours of making any additional independent expenditure or electioneering communication during the same election cycle in which the initial report was filed. Each subsequent report must cover the period that begins on the day after the last date included in the independent spender's previous report and ends on the date that the additional independent expenditure or electioneering communication is made.

(c) A committee, including an independent expenditure committee, must report an independent expenditure or electioneering communication made by the committee in accordance with section 54-104. (Ord. No. 2020-58, § 2, 11-16-2020)

Sec. 54-106. Where and when to file campaign reports.

(a) Reports required to be filed by this article are timely if received by the city clerk not later than 11:59 p.m. on the due date. Reports must be filed electronically in accordance with procedures established by the city clerk's office. If the due date falls on a weekend or legal holiday, the report must be filed by the end of the next business day.

(b) The city clerk must review all reports for completeness within three business days after their receipt. A report which is deemed to be incomplete by the city clerk will be accepted on a conditional basis, and the committee must be notified as to any deficiencies found. The committee will have seven business days from receipt of such notice to file an addendum that cures the deficiencies.

(c) Reports required to be filed by this article are public records and open to inspection by the public in the office of the city clerk during regular business hours. Reports also must be publicly available online on the city clerk's page on the city of Aurora website within three business days of their filing. (Ord. No. 2020-58, § 2, 11-16-2020)

Sec. 54-107. Complaints and hearings.

(a) Any duty required of the city clerk under this section may also be carried out by an individual formally designated by the clerk.

(b) Any person who believes that a violation of this article has occurred may file a sworn complaint, in written or online form, with the city clerk no later than 120 days after the date of the alleged violation. The city clerk must notify the respondent and provide them with a copy of the complaint within two business days of receiving the complaint. Within 10 business days of receiving a complaint, the city clerk must complete an initial review to determine whether the complaint was timely filed and whether it alleges sufficient facts to support a factual and legal basis for each alleged violation.

(c) If the clerk determines that the complaint was untimely filed or that it lacks sufficient facts to support a factual and legal basis for each alleged violation, the clerk must dismiss the complaint and send notice of dismissal and an explanation of the complaint's deficiencies to the complainant and respondent.

(d) If the clerk determines that a complaint alleges a failure to file or otherwise disclose required information, or alleges another curable violation, the clerk must notify the respondent, within two business days of completing the initial review under subsection (b) of this section, of the opportunity to cure. The respondent must cure and provide any additional documentation required by the clerk no later than five business days after receiving the cure notice from the clerk.

(e) If the city clerk determines that the complaint is timely and that it alleges sufficient facts to support a factual and legal basis for one or more of the alleged violations, which have not been cured under subsection (d) of this section, the city clerk must send a notice to the complainant and respondent, and thereafter must appoint a hearing officer who may not be an officer, employee, or agent of the city, and may not have any conflict of interest with the complainant or respondent. The city clerk must set a date for the hearing, which shall be no later than 60 days from the date the complaint was filed. Public notice of the date, time, and location of each hearing, and the nature of the complaint must be posted in the office of the city clerk and made available online no less than seven business days before the date of the hearing.

(f) A complainant is not a party to the city clerk's initial review or any proceedings before a hearing officer, as described in this section.

(g) All testimony must be under oath. The respondent and the city clerk may present evidence to the hearing officer in the form of testimony, documents, rebuttal testimony, and opening and closing statements. The hearing officer is entitled to examine any witness and request the submission of additional evidence and arguments.

(h) The city clerk and, upon referral to a hearing officer, a hearing officer are authorized to issue subpoenas to compel the attendance of witnesses and the production of documents. Upon a failure of any witness to obey the subpoena, the city clerk may petition the appropriate district court for relief. Upon a proper showing, the court may enter an order compelling the witness to appear and testify or produce evidence. Failure to obey the order of the court is punishable as a contempt of court.

(i) All records of hearings under this section are public records and must be made available online on a publicly accessible website. (Ord. No. 2020-58, § 2, 11-16-2020)

Sec. 54-108.Sanctions.

(a) In accordance with the process in section 54-107, a hearing officer must determine by a preponderance of the evidence if a violation of this article has occurred and issued a final determination that includes all findings of fact and conclusions of law. Upon a finding against a respondent, the hearing officer must impose all necessary penalties under this section. The respondent may appeal the hearing officer's final determination to the municipal court within 30 days of the decision.

(b) The city clerk must impose a penalty of \$50.00 per day for each of the first three days that a statement, report, or other information required by this article is not filed by the day due. Thereafter the penalty for late filing is \$100.00 per day until the statement, report, or other information is filed with the city clerk. The city clerk must, by the close of business on the next business day, send notice of late filing and penalty to the person who is required to file. The penalties will begin accruing immediately, regardless of whether this notice is received. A person who fails to file three or more successive statements or reports required by section 54-103, 54-104, or 54-105.5 is subject to a penalty of up to \$500.00 for each day that a statement or report is not filed by the day due. A person who knowingly fails to file three or more reports due under

section 54-105.5 is subject to a penalty of up to \$1,000 for each day that the report is past due. All notices of late filings and penalties must be publicly posted on the city clerk's page on the city of Aurora website. If the penalty is not paid within 30 days of demand, the matter must be referred to a hearing officer in accordance with the procedure specified in section 54-107 and subsection (a) of this section.

(c) Failure to comply with the provisions of this article will not invalidate any election.

(d) Any individual volunteering time on behalf of a candidate or committee is exempt from any liability for a penalty imposed according to this section in any proceeding that is based on an act or omission of such volunteer if:

(1) The volunteer was acting in good faith and within the scope of such volunteer's official functions and duties for the candidate or committee; and

(2) The violation was not caused by willful and intentional misconduct by the volunteer.

(e) *Waiver.*

(1) A person who has been assessed a late filing penalty under subsection (b) of this section may request that the city clerk grant a waiver or reduction of the penalty within 10 business days of the penalty's final accrual. The waiver request must include the following information:

a. The reason for the delinquency in filing, including all relevant information related to the delinquency.

b. Remedial actions taken to avoid future delinquencies.

c. Any other information relevant to the waiver request.

(2) The city clerk must consider the waiver request and respond to the request with a written final decision within five business days.

(3) Before issuing a final decision on a waiver request, the city clerk may consider:

a. The requesting person's history of delinquency.

b. Circumstances that made complying with the deadline impractical, including whether the city clerk's electronic filing system was operational at the time of the delinquency.

c. Outstanding penalties owed by the requesting person.

d. The date when the requesting person filed the waiver request.

(f) Any person who disputes the clerk's assessment of a penalty against that person under subsection (b) of this section may petition the city clerk for a hearing concerning the decision no

later than 30 days after having been notified of any such decision. The hearing will be resolved by administrative hearings procedures according to section 50-26, with the city clerk or a hearing officer appointed by the clerk to serve as designated by and under the authority of the municipal court.

(g) *Unpaid debts.* Any unpaid debt owed to the city resulting from a penalty imposed under this section will be collected by the city in accordance with the requirements of section 50-138.

(h) Any person who knowingly violates any provision of this article, including the prohibitions and limits on contributions in sections 54-101 and 54-105, or who gives or accepts any contribution or donation in such a way as to hinder or prevent identification of the true contributor or donor, in addition to any other penalties provided by law, will be subject to a penalty of \$10,000 or three times the amount of the contribution, donation, or expenditure that was illegally accepted or made, whichever is greater.

(i) The city clerk satisfies all notice requirements of this article by sending notice to the mailing addresses provided under section 54-103(c) or 54-105.5(a), as applicable.

(j) Any penalties assessed under this article, and any improperly attributed or nonattributed donations campaigns have to disgorge due to lack of proper documentation shall be deposited in a fund established by the city clerk for administering campaigns and for producing educational materials explaining Aurora's campaign finance provisions. (Ord. No. 2020-58, § 2, 11-16-2020)

Sec. 54-109. Duties of the city clerk—Enforcement.

(a) The city clerk must do all of the following:

(1) Prepare forms and instructions to assist candidates, committees, and members of the public in complying with the requirements of this article.

(2) Maintain a filing and indexing system consistent with the purposes of this article.

(3) Make the reports and statements filed with the city clerk's office available to the public on the clerk's pages within the city website within three business days of their filing. The city clerk may charge a reasonable fee for printing copies of reports and statements in compliance with city policy. No information copied from such reports may be sold or used by any person to solicit contributions or for any commercial purpose.

(4) Conduct hearings or designate a hearing officer, as provided in section 54-107.

(5) Adopt procedures to carry out the purposes of this article.

(6) Keep a copy of any report or statement required to be filed by this article following the municipal records retention schedule. (Ord. No. 2020-58, § 2, 11-16-2020)

Sec. 54-110. Municipal elections activity—Limitations on municipal officers and elected officials.

(a) Neither the city nor any city agency, city department, city board, city division, city bureau, or city commission shall use any public moneys from any source to make any contribution in campaigns involving the nomination, retention, election, or recall of any person to any public office, nor shall any such entity use any public moneys from any source to make any contribution or donation to any other person for the purpose of making any independent expenditure or any electioneering communication, nor shall any such entity expend any public moneys from any source to urge electors to vote in favor of or against any:

- (1) Municipal ballot issue or ballot question that has been submitted and has had a title fixed;
- (2) Referred measure; or
- (3) Measure for the recall of any elected officer, upon the final determination of sufficiency.

(b) However, the city as well as any city agency, city department, city board, city division, city bureau, or city commission may respond to questions about any such issue described in subsection (a) of this section if the member, employee, or public entity has not solicited the question. A member or employee of any such agency, department, board, division, bureau, commission, or the city council who has policy-making responsibilities may expend not more than \$50.00 of public moneys in the form of letters, telephone calls, or other activities incidental to expressing his or her opinion on any such issue described in subsection (a) of this section.

(c) Nothing in subsection (a) of this section shall be construed as prohibiting the city or any city agency, city department, city board, city division, city bureau, or city commission from expending public moneys or making contributions to dispense a factual summary, which shall include arguments both for and against the proposal, on any issue of official concern before the electorate in the city. Such summary shall not contain a conclusion or opinion in favor of or against any particular issue. As used herein, an issue of official concern shall be limited to issues that will appear on a municipal election ballot.

(d) Nothing in subsection (a) of this section shall be construed to prevent an elected official from expressing a personal opinion on any issue.

(e) Nothing in subsection (a) of this section shall be construed as prohibiting the city or any city agency, city department, city board, city division, city bureau, or city commission from:

- (1) Passing a resolution or taking a position of advocacy on any issue described in subsection (a) of this section; or
- (2) Reporting the passage of or distributing such resolution through established, customary means, other than paid advertising, by which information about other proceedings of such city agency, department, board, division, bureau, commission, or council thereof is regularly provided to the public.

(f) Nothing in subsection (a) of this section shall be construed as prohibiting a member of the city council, any elected or appointed city official, or any employee of the city or city agency, city department, city board, city division, city bureau, or city commission from expending one's personal funds, making contributions or donations from one's personal funds, or using personal time to urge electors to vote in favor of or against any candidate or any issue described in subsection (a) of this section.

(g) Any violation of this section shall be subject to the sanctions authorized in section 54-108. (Ord. No. 2021-35, § 6, 9-27-2021)

Article V. Initiative and Referendum

Sec. 54-121 - Initiative and referendum petitions—Generally.

(a) *Measure in ordinance form.* All proposed initiative or referred measures shall be presented in ordinance form.

(b) *Petitions limited to municipal legislation and single subject.* No petition shall address any matter except "municipal legislation," consistent with Article V, Section 1(9) of the Colorado Constitution, and no petition shall address more than a single subject.

(c) *Time for filing.*

(1) *Initiative.* A petition for an initiative ordinance shall be filed with the city clerk not later than 120 days from the date the petition has been approved as to form, pursuant to the provisions of this chapter. The city clerk shall not accept any petition for filing which is not timely filed under this section.

(2) *Referendum.* A petition for a referendum shall not be of any force or effect unless filed with the city clerk not later than 30 days following the final publication of an ordinance to which the referendum is applicable. The referendum shall apply to all legislative ordinances passed by the city council, except ordinances fixing the rate of taxation on property each year for municipal purposes, making the annual appropriation, calling a special election, or ordering improvements initiated by petition and to be paid for by special assessments.

(d) *Form of Petition.* The form of all petitions shall be printed on the forms provided by the city clerk and meet all the requirements of this chapter.

Sec. 54-122. Number of signatures.

(a) *Initiative.* A petition for an initiative ordinance shall be signed by registered electors in a number equal to at least 15 percent of the total vote cast in the last regular municipal election.

(b) *Referendum.* A petition for a referendum shall be signed by registered electors in a number equal to at least 10 percent of the total vote cast in the last regular municipal election. (Ord. No. 2023-38, § 1, 8-28-2023)

Sec. 54-123. Referral to Council; Election.

(a) When the city council receives the petition from the city clerk, council may adopt the initiative or referendum ordinance without alteration by a majority vote of all members of the city council. If not adopted without alteration, the city clerk shall submit the initiative or referendum ordinance to a vote of the registered electors of the City.

- (1) *Initiative.* The ballot upon which such ordinance is submitted shall be the ballot title set by this chapter and shall contain the words "yes" and "no," in order to comply with the requirements of the Charter. (Ord. No. 2016-35, § 13, 8-8-2016).
- (2) *Referendum.* The ballot question upon which the referendum is submitted shall be "Shall Ordinance X be approved" with a "yes" vote meaning the ordinance as adopted by council is in effect and a "no" vote meaning the ordinance as adopted by council is rejected.

Sec. 54-124. Election results.

- (a) *Initiative.* If a majority of the registered electors voting approve the initiated ordinance, it shall be adopted and take effect upon certification of the election results.
- (b) *Referendum.* If a majority of the registered electors voting vote "yes," the ordinance shall be effective upon certification of the election results by the canvass board. If a majority of the registered electors voting vote "no" the ordinance shall be repealed in its entirety upon certification of the election results.

Sec. 54-125. Publication.

A voter-approved initiated or referred ordinance shall be published in like manner as other ordinances. If a majority of the registered electors voting vote in favor of the ordinance, such ordinance shall become effective upon certification of the election results, without further publication.

Sec. 54-126. Referral by council.

- (a) The city council shall have the power to submit any proposed or adopted ordinance or any question to a vote of the registered electors without the receipt of a petition. Submission by city council shall be by resolution, except as otherwise required by the City Charter.
- (b) The city council shall have the right to revive, repeal, amend, or pass any ordinance submitted by the council upon its own initiative.
- (c) Initiative and referendum amendments shall be referred to the registered electors by resolution.
- (d) Any registered elector who claims that an ordinance referred to the electors by the city council does not satisfy the requirement of section 5-1 of the City Charter or this chapter may file an appeal with a court of competent jurisdiction no later than 10 days after council approves the ordinance or resolution referring the proposed ordinance to the electors. (Ord. No. 2023-38, § 2, 8-28-2023; Ord. No. 2016-35, § 14, 8-8-2016)

Sec. 54-127. Conflicting provisions.

Alternative ordinances may be submitted at the same election, and if two or more conflicting ordinances are approved by the people, the one which receives the greatest number of affirmative votes shall be adopted in all particulars as to which there is a conflict.

Article VI. Charter Amendment Initiatives

Sec. 54-141 - Charter amendment initiative petitions—Generally.

(a) The provisions of this Article are intended to supplement and not conflict with statutory provisions for charter amendments adopted pursuant to Article XX, Section 9 of the Colorado constitution. In the event that this article authorizes what the states prohibits or prohibits what the statute authorizes, the statute shall control.

(b) *Measure in ordinance form.* All proposed charter amendment measures shall be presented in ordinance form.

(c) *Petitions limited to municipal legislation and single subject.* No petition shall address any matter except "municipal legislation," consistent with Article V, Section 1(9) of the Colorado Constitution, and no petition shall address more than a single subject.

(d) *Time for filing.* A petition for a Charter amendment initiative ordinance shall be filed with the city clerk not later than 90 days from the date the petition has been approved as to form, pursuant to the provisions of this article. The city clerk shall not accept any petition for filing which is not timely filed under this section. A petition for a Charter amendment initiative ordinance shall be placed upon the ballot at either a regular or special municipal election subject to all constitutional, statutory, and municipal ordinance deadlines having been met.

Sec. 54-142. Number of signatures.

A petition for a Charter amendment initiative ordinance shall be signed by registered electors in a number equal to:

- (1) For a special municipal election, at least 10 percent of the registered electors of the municipality registered on the date of the last regular municipal election held by the City.
- (2) For a regular municipal election, at least five percent of the registered electors of the municipality registered on the date of the last regular municipal election held by the City.

Sec. 54-143. Referral to council; election.

The city council shall submit the Charter amendment to a vote of the registered electors of the City with the ballot title and submission clause as provided in this chapter.

Sec. 54-144. Election results.

If a majority of the registered electors voting approve the charter amendment, it shall be adopted and take effect upon certification of the election results.

Sec. 54-145. Publication.

A voter-approved charter amendment ordinance shall be published in like manner as other ordinances. If a majority of the registered electors voting vote in favor of the ordinance, such

ordinance shall become effective upon certification of the election results, without further publication.

Sec. 54-146. Referral by council.

The city council shall have the power to submit any number of Charter amendments to a vote of the registered electors without the receipt of a petition. Charter amendments shall be referred to the registered electors by ordinance.

Sec. 54-147. Conflicting provisions.

Alternative ordinances may be submitted at the same election, and if two or more conflicting ordinances are approved by the people, the one which receives the greatest number of affirmative votes shall be adopted in all particulars as to which there is a conflict.

Article VII. Petition Requirements

Sec. 54-161. Applicability of Article

This article applies to all citizen petitions for recall, charter amendment, initiative, and referendums.

Sec. 54-162. Petition Requirements

(a) *Form of Petition Prepared by City.* The clerk shall prepare and have available on the city's website the form of the petition for recall, charter amendment, initiative and referendum. The form shall include the following to be printed in plain block letters no smaller than the impression of ten-point type:

- (1) a warning to signers to be printed in red
- (2) space to insert the summary of an initiated or referred measure or charter amendment;
- (3) space to insert the name, street address and email address of the petition representatives;
- (4) space to insert the full text of an initiated or referred measure, charter amendment; or for a recall petition, the full recall statement and response of the public officeholder, if any;
- (5) signature lines numbered consecutively; and
- (6) affidavit of petition circulator

(b) *Petition Representatives.* Each petition shall designate by name, street address and email address not fewer than three or more than five persons who are registered electors to represent the petition and its signers from the time of submittal of the notice of intent to final disposition of the petition.

(c) *Statement of Intent.* Petition representatives shall submit to the city clerk a statement indicating their intent to circulate a petition for initiative, referendum, charter amendment or recall.

(d) *Clerk's initial review of form of petition; summary.* Within five business days of receipt of the completed statement of intent:

- (1) The clerk, after consultation with the city attorney and such other city officials that the clerk deems necessary, shall issue a written determination whether the proposed petition meets the requirements of this chapter.
- (2) For petitions for initiated or referred measures or charter amendments, If the clerk approves the form of the petition, the city clerk shall prepare a summary of the proposed measure to be placed on the petition. The summary shall be true and impartial and shall not be an argument, or likely to create prejudice, either for or against the measure. The city clerk may consider all or a portion of a summary submitted by the petition representatives.
- (3) The clerk provides the petition representatives with the final form of the petition. In the instance of recall petitions, the city clerk provides the petition representatives with the final form of the petition within three business days of the receipt of the public officeholder's response, if any.

(e) *Petition sections.* Any petition may be circulated in sections. Each section must contain all of the requirements of this chapter. All sections of any such petitions shall be prenumbered serially, and the circulation of any petition described by this chapter by any medium other than personally by a circulator is prohibited. If the text of the proposed initiated or referred measure or charter amendment or recall statement and response requires more than one page of a petition section, the warning and summary need not appear at the top of other than the initial text page. Any petition that fails to conform to the requirements of this chapter or that is circulated in a manner other than that permitted in this section shall be invalid.

Sec. 54-163. Signature Requirements

(a) Petitions may be signed only by registered electors. Each registered elector shall sign their own signature, after which they shall print their name; place of residence, including house or apartment number, street address, and city; and the date of signing the petition. Signatures which do not contain all of the information required by this chapter shall be considered invalid. Signatures prior to the clerk's approval of the form of the petition or after submittal of the petition shall be considered invalid.

(b) *Withdrawal of signatures.* Any registered elector who signs an initiative or referendum petition may withdraw their signature from the petition by filing a written request with the city clerk. The withdrawal request must be filed before the initial determination of sufficiency is issued.

- (1) If the withdrawal request is received after the petition is filed but before the initial determination of sufficiency is issued, the city clerk shall not count that signature towards the determination of sufficiency.
- (2) If the withdrawal request is received after the petition is approved for circulation but before the petition is filed, the city clerk shall strike that signature upon the filing of the petition. (Ord. No. 2023-32, § 1, 8-14-2023)

Sec. 54-164. Initial Determination of Sufficiency of Petitions

(a) Not later than 30 days from the date of filing of a petition, the city clerk shall initially review the petition and issue a written statement stating whether the petition contains the required number of signatures.

(b) The city clerk shall disqualify the signatures of the individuals in the following categories:

- (1) The address of the signer is not located within the city limits; or for a recall petition of a ward councilmember, is not located within the ward which the council member represents,
- (2) An address is illegible, making it impractical to verify location as being within the City.
- (3) A signature appears on the petition more than once. In such event all signatures of the individual shall be disqualified except the signature signed on the earliest date.
- (4) More than one individual signs on the same signature line. In such event, only the first signature on the line shall be deemed valid.
- (5) An incomplete address has been given by the signer (e.g., omitted designation of street, avenue, drive, court, place, way, or unit number), resulting in an address that cannot practically be verified as the residence of the signer.
- (6) An address that can be applied to more than one resident with the same name at that address.
- (7) Failure to be a registered elector at the address listed on the petition.
- (8) The date is omitted or incomplete, or inappropriate. The omission of a year in the date shall not constitute an incomplete date.
- (9) The use of ditto marks as a substitute for any required information.

(c) *Disqualification of Petition Sections.* The city clerk shall disqualify all signatures on any section of a petition that:

- (1) Does not have attached thereto the notarized affidavit required by this chapter.
- (2) Has been disassembled in a manner that has the effect of separating the affidavit from the signature page or pages.
- (3) Has a signature added to the section before submission of the final form to the city clerk or after the affidavit has been executed.

(d) *Signatures to be excluded from determination of sufficiency.* The city clerk shall not include in a determination of sufficiency any signature on the petition:

- (1) That does not contain all of the elements required.
- (2) For which the signer has submitted a valid withdrawal request.
- (3) That does not comply with this chapter or other applicable law.

Sec. 54-165. Protest of Initial Determination of Sufficiency

(a) A protest concerning the sufficiency of the number of signatures in writing, under oath, may be filed with the city clerk by a registered elector, not later than 30 days after the city clerk has issued an initial determination of sufficiency. The protest shall include the name of address of the registered elector with an email address for all communication related to the protest. The protest must set forth with particularity the grounds of such protest, including if applicable, the

names protested. Within three business days of receiving a protest meeting the requirements of this chapter, the city clerk shall send a copy of such protest to the petition representatives and/or to the protest representatives, together with a notice fixing a time for hearing. The hearing shall be set not less than five nor more than 20 days after the date of the notice.

(b) The city clerk shall not accept any protest filed prior to an initial determination of sufficiency of the petition has been issued. The city clerk shall reject any protests that do not meet the requirements of this chapter.

(c) Upon the filing of any protest with the city clerk, all proceedings upon the petition shall be suspended until final disposition of such protest. If an election is thereafter required to be held, the period of time required for protest procedures shall not be included in the computation of time periods under this chapter, and any such periods shall be extended by the time required for such procedures.

Sec. 54-166. Protest hearing of Initial Determination of Sufficiency

(a) The city clerk may appoint a hearing officer to conduct the hearing who shall not be an officer, employee, or agent of the city, and shall not have any relationship with the petition representatives or protestants.

(b) The protest hearing shall be open to the public, and all testimony shall be under oath. The city clerk or appointed hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses and the production of documents and to receive all testimony and documentary evidence before rendering a decision on the protest. Upon failure of any witness to obey the subpoena, the city clerk or appointed hearing officer may petition the municipal court for an order compelling the witness to appear and testify or produce documentary evidence. The burden of proof at the protest hearing shall be on the protestants to prove invalid signatures were included in the initial determination of sufficiency. The protest hearing shall be concluded and a decision by the city clerk or appointed hearing officer rendered no later than 10 days after the conclusion of the hearing. The petition representatives and protest representatives shall be notified of the result of the hearing. The result of such hearing shall be emailed to the petition representatives and protest representatives. The city clerk or appointed hearing officer may call upon the city attorney's office to provide legal advice during the hearing.

Sec. 54-167. Ballot Title and Submission Clause

(a) *Ballot title.* After the city clerk has issued an initial determination of sufficiency, the following shall apply:

- (1) The city clerk, with the assistance of such other city officials as the clerk deems necessary, shall designate and fix a ballot title and submission clause which shall fairly and accurately express the intent and meaning of the proposed ordinance. Ballot titles shall be brief and shall not conflict with titles selected for any petitions previously filed for the same election. Proceedings for fixing the ballot title and submission clause shall be concluded not later than five business days after the city clerk has issued the initial determination of sufficiency.
- (2) If any registered elector claims the ballot title and submission clause do not fairly express the meaning and intent of the proposed measure, they must file a protest

within three business days after the ballot title and submission clause are fixed by the city clerk. A hearing on any such protest shall be held before an independent hearing officer not less than 10 or more than 20 days after the protest has been filed. The person filing the protest may appeal an adverse ruling from the hearing officer with a court of competent jurisdiction no later than 10 days after the ballot title and submission clause are fixed by the clerk.

Sec. 54-168. Presentation of Petition to Council.

Not later than 30 days of issuing a final determination of sufficiency, the city clerk shall present the petition to the city council at a regular or special meeting.

Sec. 54-169. Unlawful acts.

Under this article, it is unlawful for any person to:

- (1) Willfully and knowingly circulate or cause to be circulated or sign or procure to be signed any petition bearing the name, device, or motto of any person, organization, association, league, or political party, or purporting in any way to be endorsed, approved, or submitted by any person, organization, association, league or political party, without the written consent, approval and authorization of such person, organization, association, league or political party.
- (2) Sign any name other than their own to any petition, or knowingly sign their name more than once for the same petition.
- (3) Knowingly sign any petition if they are not at the time of signing a registered elector of the city or sign a recall petition if the signer is not registered to vote for the public officeholder to be recalled.-
- (4) Sign an affidavit as circulator without knowingly or reasonably believing the statements made in such affidavit are true.
- (5) Certify that an affidavit attached to a petition was subscribed or sworn to before the affiant, unless it was so subscribed and sworn to before the affiant.
- (6) Directly or indirectly pay to or receive from or agree to pay to or receive from any other person any money or other thing of value in consideration of or as an inducement to the signing of any such petition.
- (7) Use deceptive practices when obtaining signatures on any petition.
 - a. Deceptive practices as used in this section are representations, omissions, or practices that mislead or are likely to mislead a person to obtain their signature.
 - b. If deceptive practices are used by a person training a petition circulator, the organization conducting the training violates this subsection (7).
 - c. If deceptive practices are used by the person circulating a petition, the person circulating the petition violates this subsection (7).
- (8) Knowingly violate any provision of this chapter.

Sec. 54-170. Time calculations for circulation.

Any time periods for circulation of any petition for the collection of signatures under the terms of this chapter shall commence upon the approval of the petition form by the city clerk.

ORDINANCE NO. 2024- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 54-100 AND ARTICLE VII – PETITION REQUIREMENTS; AMENDING SECTIONS 54-1, 54-3, AND 54-7; AND REPEALING AND REPLACING SECTIONS 54-2, 54-66 through 54-76, 54-121 through 54-133, and 54-141 through 54-152 OF THE AURORA CITY CODE REGARDING ELECTIONS.

WHEREAS, The Aurora City Council (Council) recognizes the need to update and revise the existing election code to ensure fair, transparent, and efficient elections within the City; and

WHEREAS, it is the responsibility of Council to enact legislation that promotes democratic principles and facilitates the electoral process.

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

Section 1. That the purpose of this ordinance is to amend and update the existing election code of the City of Aurora to address various issues and enhance the integrity and effectiveness of the electoral process. This ordinance does the following:

- 1) Changes from applying both the Municipal Election Code and the Uniform Election Code to applying the Municipal Election Code with the City Clerk having the ability to elect to follow the Uniform Election Code.
- 2) Changes the time for a recall election to 90 days after a determination of sufficiency, rather than 120 days, to be consistent with the City Charter.
- 3) Adds that no recall petition shall be circulated if the office is up for re-election within six months pursuant to C.R.S. 31-4-505(3).
- 4) Moves the definitions that are only used in the campaign finance article from Article 1. General to Article IV. Campaign Finance.
- 5) Requires a petition for a charter amendment initiative ordinance to be filed with the City Clerk no later than 90 days, instead of 120 days, from the date the petition has been approved, pursuant to C.R.S. 31-2-210.
- 6) Standardizes the petition format requirements for charter amendments, initiatives, referendums, and recalls into new Article VII; and removed the different petition format requirements from Articles III Recall, V Initiative and Referendum, and VI Charter Amendment Initiatives.
- 7) Allows the City Clerk to appoint a hearing officer for protest hearings.
- 8) Removes the requirement for a certified court reporter to administer oaths for public hearing testimony.

- 9) Protests concerning the sufficiency of the number of signatures on a petition are due to the City Clerk no later than 30 days, instead of 20 days, after the initial determination of sufficiency is issued, pursuant to C.R.S. 31-2-223.
- 10) Allows any registered elector to submit a protest to the City Clerk regarding ballot title and submission clause.
- 11) Specifies the City Clerk provides the form for petitions
- 12) Removes references to “calendar” so it can be assumed everything counting days is calendar days unless the code says “business days.”
- 13) Removes “county” and replaces it with “city” in the code and forms.
- 14) Changes “elected official” to “public officeholder” to maintain consistency with the defined term.

Section 2. That Section 54-1 of the City Code of the City of Aurora, Colorado, is hereby amended and shall read as follows:

Sec. 54-1 Compliance with state law.

The provisions of the Colorado Municipal Election Code of 1965 (C.R.S. 31-10-101 et seq.) ~~and the Uniform Election Code of 1992 (C.R.S. 1-1-101 et seq.)~~ shall apply to and govern all city elections, unless otherwise provided by this Code. **The Clerk may elect to follow the Uniform Election Code of 1992 (C.R.S. 1-1-101 et seq.) in place of the Colorado Municipal Election Code to coordinate elections.**

Section 3. That Section 54-2 of the City Code of the City of Aurora, Colorado, is hereby repealed and replaced by a newly adopted Section 54-2, which shall read as follows:

Sec. 54-2 Definitions.

The following words, terms, and phrases, when used in this chapter, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Active voter means a registered voter who has not been marked inactive by the clerk and recorder of the voter's county of residence according to state law. Any registered elector whose registration record is marked "inactive" is eligible to vote in any election where registration is required if the elector meets all other requirements.

Ballot means the list of candidates, ballot issues, and ballot questions an eligible elector can vote on in an election.

Ballot issue means a non-recall, citizen-initiated petition or legislatively referred measure which concerns local government matters arising under section 20 of article X of the State Constitution, i.e., matters of taxes, debt, and other financial matters. Ballot issues may only be voted on at a regular municipal election or general election held each November.

Ballot question means any legislative local government matter involving a citizen-initiated petition, including a petition to recall a public officeholder, or a legislatively referred measure, other than a ballot issue.

Ballot title means the official, short summary of a ballot measure that appears on the ballot.

Candidate means any person who seeks nomination or election to any public office of the City of Aurora that is to be voted on at a municipal election. A person is a candidate if the person has publicly announced an intention to seek election to public office; has circulated, or authorized another person to circulate, nomination petitions on behalf of their candidacy for public office; or has received a contribution or made an expenditure or authorized another person to receive a contribution or make an expenditure, to support the person's election to public office. As used in the preceding sentence, "publicly announced" means organizing a candidate committee under section 54-103 or announcing an intention to seek public office through a speech, statement, or other public communication. Unless the context clearly indicates otherwise, "candidate" includes:

- (1) An incumbent public officeholder, an unsuccessful candidate for public office, or former public officeholder, any of whom have not filed a termination report for their candidate committee with the city clerk.
- (2) A public officeholder who is the subject of a recall election. For purposes of this provision, a public officeholder becomes the subject of a recall election when the city clerk has authorized the circulation of a petition for recall of the public officeholder under section 54-68(a).
- (3) An agent of a candidate.

Circulator means a person who individually circulates a petition in an attempt to obtain signatures from registered electors.

City clerk means the city clerk or the city clerk's designated representative.

Coordinated election means an election where more than one political subdivision with overlapping boundaries or some electors in common holds an election on the same day, and the eligible electors are all registered electors, and the county clerk and recorder is the coordinated election official for the political subdivisions.

Councilmember means a duly elected member of the governing body of the municipality. "Councilmember" will also include the office of mayor unless specifically noted otherwise.

Designated election official means the city clerk or other person designated by the city clerk.

Final determination of sufficiency means a statement issued by the city clerk following passage of the period of time within which protest must be filed pursuant to this Chapter or the date on

which any protest filed pursuant to this Chapter results in a finding of sufficiency, whichever is later.

General election means the statewide election held on the Tuesday following the first Monday of November of each even-numbered year.

Initial determination of sufficiency means a statement issued by the city clerk or designee as to whether the petitioners have submitted a sufficient number of valid signatures on a petition.

Initiative means the right of registered electors to originate legally permissible municipal legislation by obtaining signatures on a petition resulting in the enactment of an ordinance by the city council or in a vote by the general electorate.

Municipal election means a regular municipal election or special municipal election.

Petition representative means the registered elector or group of registered electors representing the proponents on all matters affecting a petition.

Petition section means the stapled or otherwise bound package of documents containing the warning, proposed summary or statement, signature pages, and affidavit of the circulator.

Public office means the office of mayor or city council of the city of Aurora.

Public officeholder means a person who holds public office.

Referendum means the right of registered electors, within 30 days after final publication of an ordinance, and by obtaining signatures on a petition, to require the city council to reconsider the ordinance or to submit it to the electorate for a vote.

Referred measure means a ballot issue or ballot question placed on the ballot by the city council for a vote by the registered electors of the city.

Registered elector means a resident of the city who is qualified to vote under the constitution, the statutes of the state, and the city charter, and who is registered to vote.

Regular municipal election means an election held on the first Tuesday in November in odd-numbered years.

Special municipal election means an election held (a) in conjunction with the statewide general election in November of even-numbered years, except as otherwise provided under section 3-7 of the Charter relating to city council vacancies, (b) under section 4-2 of the Charter relating to recall petitions, (c) as provided under section 6-2 of the Charter relating to initiative petitions, or

(d) as provided under sections 14-10 and 15-10 of the Charter relating to time frames for collective bargaining issues.

Support or oppose means any of the following:

- (1) To expressly advocate for or against the nomination or election of one or more candidates, or the qualification or passage of a ballot issue or ballot question.
- (2) To aid or promote the success or defeat of a candidate, ballot issue, or ballot question.

Total vote cast means the highest number of votes in any single citywide race or issue. (Ord. No. 2021-35, § 1, 9-27-2021)

Section 4. That Section 54-3 of the City Code of the City of Aurora, Colorado, is hereby amended and shall read as follows:

Sec. 54-3 Computation of time.

If the last day of any period is a Saturday, Sunday or legal holiday, the period is extended to include the next day which is not a Saturday, Sunday or legal holiday. **If the time period requires doing an act in “not less than” or “no later than” or “at least” a certain number of days, or “prior to” or “at least” a certain time, the period is shortened to end on the prior business day that is not Saturday, Sunday, or legal holiday.**

Section 5. That Section 54-7 of the City Code of the City of Aurora, Colorado, is hereby amended and shall read as follows:

Sec. 54-7 Form of election.

(a) Pursuant to the authority granted by ~~C.R.S. 1-7.5-104~~ **state law**, the city council hereby declares that all regular municipal elections shall be held as part of coordinated elections conducted by the county clerk and recorders for Arapahoe, Adams, and Douglas Counties.

(b) Upon calling an election for the purpose of recall or collective bargaining not held as part of the regular or special municipal election, ~~held in November of any year~~, the city council, upon a majority vote of the members voting thereon, shall determine whether to conduct said election as a mail-in ballot or polling place election. ~~Said election shall be conducted under the provisions of the Municipal Election Code of 1965.~~

(c) On or before April 1st of each year, the city clerk shall provide to the city council a proposed schedule of legislative and administrative deadlines relating to the upcoming regular municipal election or general statewide election, whichever is appropriate. (Ord. No. 2016-35, § 2, 8-8-2016)

Section 6. That Article III Section 54-66 through Section 54-76 of the City Code of the City of Aurora, Colorado, is hereby repealed and replaced by a newly adopted Article III Section 54-66 through Section 54-71, which shall read as follows:

Article III. Recall

Sec. 54-66. Generally.

(a) *Authority.* Any public officeholder of the city may be recalled from office by the electors entitled to vote in an election to recall the said officeholder through the procedure and in the manner provided for in this article, which procedure shall be in addition to any other method of removal from the office provided by law.

(b) *Petition Representatives.* Petition representatives shall only be those registered electors who may vote in the subsequent recall election, if such election is held.

(c) *Time for filing.* A petition for the recall of a public officeholder shall be filed with the city clerk not later than 60 days from the date the petition has been approved as to form, pursuant to the provisions of this chapter. The city clerk shall not accept any petition for filing which is not timely filed under this section.

Sec. 54-67. Statement of grounds for recall; public officeholder response.

The petition representative(s) shall file with the city clerk as part of the petition, a statement of not more than 200 words stating the reasons for the recall of the public officeholder sought to be removed. The city clerk shall, not later than three business days after the petition has been filed, mail or transmit electronically a copy of the petition to the public officeholder sought to be recalled, who may file with the city clerk a statement, containing not more than 500 words, in response to the charges made against the public officeholder. The public officeholder sought to be recalled shall file their response, if any, within 10 days of the date the statement of intent was sent.

Sec. 54-68. Signature requirements.

A recall petition shall be signed by registered electors who would be entitled to vote for the successor of the incumbent sought to be recalled equal in number to 25 percent of the entire vote cast at the last preceding municipal election for all the candidates for office which the public officeholder sought to be recalled occupies.

Sec. 54-69. Election.

(a) *Date of election.* If the recall petition is determined to be sufficient, the city council shall set a date for a recall election to be held within 90 days from the date of the final determination of sufficiency, or if a municipal election has been previously scheduled within 120 days, the recall election shall be held in conjunction therewith.

(b) *Qualification to vote.* Only registered electors falling within one of the following groups shall be eligible to vote in city recall elections:

- (1) If the recall effort involves only the office of a ward council member, only those registered electors residing in that ward shall vote on the recall question.

(2) If the recall effort involves only the office of mayor or the office of council member-at-large, the election shall be conducted citywide for voting by registered electors at large.

(3) If the recall effort involves a combination of the offices of mayor, at large and ward council members, the voting shall be conducted with registered electors voting citywide on the offices of mayor and at-large questions and the ward recall question appearing only on the ballot in the ward to which it relates.

(c) *Contents of ballot.* There shall be printed on the official ballot as to every officer whose recall is to be voted, the statement of grounds required by the petition representative(s) and the public officeholder's response thereto. There shall also be printed on the ballot as to every public officeholder whose recall is sought the words "Shall (name of person against whom recall petition is filed) be recalled from office of (title of office)?" Following such question shall be words "yes" and "no."

Sec. 54-70. Resignation; cancellation of election.

(a) If a public officeholder sought to be recalled shall offer their resignation at any time prior to certification of the ballot, it shall be accepted, and the vacancy caused by such resignation shall be filled as provided by the Charter for filling vacancies. The person appointed to fill such vacancy shall hold the vacated office until the next regular municipal election at which the office would be voted on.

(b) If a public officeholder resigns after a petition seeking their recall has been filed, that individual will be ineligible to serve on the council until the next regular municipal election is held.

(c) The city clerk shall cancel the election if each public officeholder sought to be recalled shall offer their resignation at any time prior to certification of the ballot.

(d) Notice of such cancellation shall be published, in order to inform the electors of the city and notice of such cancellation shall be posted in the city clerk's office and on the City's website.

(e) If more than one public officeholder is sought to be recalled at a scheduled recall election and one or more, but fewer than all, of the public officeholder resign prior to certification of the ballot, the city council shall direct the city clerk to take appropriate action to conform the various ward or at-large ballots to reflect such a situation.

Sec. 54-71. Limitations on recall petitions.

(a) No recall petition shall be circulated or signed against any public officeholder until they have held office for at least six months or if the office is up for re-election within six months.

(b) After one recall petition, no further petition shall be filed against the same public officeholder during the term for which they were elected or appointed unless the number of

petitioners signing this petition equals 50 percent of all ballots cast for that office at the last-preceding regular municipal election. (Code 1979, § 14-5(g); Ord. No. 2013-23, § 5, 7-8-2013; Ord. No. 96-76, § 15, 12-30-1996; Ord. No. 95-53, exhibit A (§ 14-5(g)), 9-11-1995)

Section 7. That Section 54-100 is hereby added to the City Code of the City of Aurora, Colorado, and shall read as follows:

Sec. 54-100 . Definitions.

Committee means any the following:

- (1) *Candidate committee* means a committee organized by or on behalf of a candidate under section 54-103(a).
- (2) *Independent expenditure committee* means a political committee that only makes independent expenditures and that does not make contributions to any candidate committee or to another political committee that makes contributions to any candidate committee.
- (3) *Issue committee* means a person or a group of persons that receives contributions or makes expenditures, or anticipates receiving contributions or making expenditures, in an aggregate amount of \$1,000 or more during an election cycle to support or oppose the qualification or passage of a ballot issue or ballot question. "Issue committee" includes a petition representative or other person that receives contributions or makes expenditures to support or oppose the recall of a public officeholder.
- (4) *Political committee* means a person or a group of persons that is organized to support or oppose the nomination or election of one or more candidates and that receives contributions or makes expenditures, or anticipates receiving contributions or making expenditures, in an aggregate amount exceeding \$400.00 during an election cycle.
 - a. "Political committee" includes an independent expenditure committee, small donor committee, political party, or a separate segregated fund established by a covered entity pursuant to section 54-101(e).
 - b. "Political committee" does not include a candidate committee, issue committee, or recall defense committee.
- (5) *Small donor committee* means a political committee that accepts contributions only from natural persons who each contribute no more than \$50.00 in the aggregate per calendar year.
- (6) *Recall defense committee* means a committee organized under section 54-103(g) to oppose the recall of a public officeholder. A recall defense committee is separate from but subject to the same limits and restrictions on contributions as a candidate committee of the public officeholder on whose behalf the recall defense committee is organized.
- (7) Unless the context clearly indicates otherwise, "committee" includes an agent of the committee.

Conduit means a person who transmits a contribution from another person to a committee. "Conduit" does not include the candidate or the treasurer of the committee receiving the

contribution, a volunteer fundraiser hosting an event for a committee, or a professional fundraiser if the fundraiser is compensated at the usual and normal charge.

Contribution means a gift, subscription, transfer, loan, payment, advance, or deposit of money or other thing of value made to a person to support or oppose the nomination or election of one or more candidates, or the qualification or passage of a ballot issue or ballot question.

(1) "Contribution" includes:

- a. A written contract, promise, or agreement to make a contribution.
- b. Anything of value given, directly or indirectly, to a recall defense committee to oppose the recall of a public officeholder.
- c. The payment by another person for goods or services rendered to a candidate or committee without charge or at a charge that is less than the usual and normal charge.
- d. A loan, other than a commercial loan made in the ordinary course of the lender's business, to a candidate or committee, up until the time when the loan is fully paid. An unsecured loan is a contribution from the lender. A secured or guaranteed loan is a contribution from the guarantor or person whose property secures the loan.
- e. An unpaid financial obligation which is forgiven.
- f. A contribution in kind.
- g. A payment or transfer of money or other thing of value received by a committee from another committee.
- h. A coordinated expenditure.

(2) "Contribution" does not include:

- a. Services provided without compensation by individuals volunteering their time on behalf of a committee.
- b. Costs associated with the establishment, administration, and solicitation of contributions for a separate segregated fund established by a covered entity under section 54-101(e).
- c. Payment of compensation for legal and accounting services rendered to a committee if the person paying for the services is the regular employer or client of the individual rendering the services and the services are solely to ensure compliance with the provisions of article IV of this chapter.

Contribution in kind means a contribution of goods, services, or other thing of value provided without charge or at a charge that is less than the usual and normal charge. Examples of such goods or services include, but are not limited to, securities, facilities, equipment, supplies, personnel, advertising services, membership lists, and mailing lists.

(1) If goods or services are provided at less than the usual and normal charge, the amount of the contribution in kind is the difference between the usual and normal charge for the goods or services at the time of the contribution and the amount, if any, charged to the recipient.

(2) "Contribution in kind" does not include an endorsement of a candidate or an issue by any person.

Coordinated expenditure means any of the following:

(1) Payment for a public communication that republishes, disseminates, or distributes, in whole or part, any video, audio, written, graphic, or other form of campaign material, created or prepared by a candidate or candidate committee, unless the payment is made by the candidate or candidate committee that created or prepared the material, or the republished material is used to oppose the candidate or candidate committee that created or prepared the material.

(2) An expenditure or electioneering communication made in cooperation, consultation, or concert with, or at the request or suggestion of, a candidate or candidate committee to support or oppose, or to influence voters about, that candidate or any other candidate who seeks election to that same office during that same election cycle. An expenditure or electioneering communication is made in cooperation, consultation, or concert with, or at the request or suggestion of, a candidate or candidate committee under any of the following conditions:

a. The expenditure or electioneering communication is made according to any expressed or implied agreement with, any general or particular understanding with, or according to any request by or communication with the candidate or candidate committee.

b. During the election cycle in which the expenditure or electioneering communication is made, the person making the expenditure was directly or indirectly established, maintained, controlled, or principally funded by the candidate or committee, or by an immediate family member of the candidate.

(3) During the six months before an individual becomes a candidate and for the remainder of that election cycle, the candidate or candidate committee actively solicited funds for a person so that such funds would be available to be used for one or more independent expenditures or electioneering communications to support or oppose, or influence voters about, any candidate who seeks election to the office sought by the candidate soliciting such funds; provided, however, that this limitation on solicitations of funds does not apply to that candidate's or candidate committee's solicitation of funds for its own use through an independent expenditure or an electioneering communication.

(4) Communications between the person making the expenditure or electioneering communication and the candidate or candidate committee only to discuss with the candidate the person's or the candidate's position on a policy matter or whether the person will endorse the candidate do not result in a coordinated expenditure under this subsection.

(5) A coordinated expenditure does not result if a person, making the expenditure or electioneering communication, has employed or otherwise retained the services of a provider of accounting or legal services as long as that provider only delivers those professional services that are within the scope of the legal or accounting professions.

Corporation means a domestic corporation incorporated under and subject to the "Colorado Business Corporation Act," articles 101 to 117 of title 7, C.R.S., a domestic nonprofit corporation incorporated under and subject to the "Colorado Revised Nonprofit Corporation Act," articles 121 to 137 of title 7, C.R.S., or any corporation incorporated under and subject to the laws of another state. For purposes of this article, "domestic corporation" means a for-profit or nonprofit corporation incorporated under and subject to the laws of the state of Colorado, and "foreign corporation" means a corporation incorporated under and subject to the laws of another state or foreign country. For purposes of this article, "corporation" includes the parent of a subsidiary corporation or any subsidiaries of the parent. "Subsidiary" means a business entity of which more than half of its stock is owned by another entity or person, or a business entity of which a majority interest is controlled by another person or entity.

Covered entity means any of the following:

- (1) An organization or enterprise operated for profit, including a corporation, association, proprietorship, firm, partnership, business trust, holding company, limited liability company, limited liability partnership, or similar legal entity through which business is conducted.
- (2) A labor organization.
- (3) An organization or corporation that is tax-exempt under section 501(c) of the Internal Revenue Code of 1986.
- (4) A political organization that is tax-exempt under section 527 of the Internal Revenue Code of 1986 and that is primarily operated for purposes other than to support or oppose the nomination or election of one or more candidates, or the qualification or passage of a ballot issue or ballot question.

Donation means a payment, transfer, loan, pledge, gift, advance of money, or other thing of value made to an independent spender.

- (1) "Donation" does not include:
 - a. A payment received by a person in a commercial transaction in the regular course and scope of the person's business, trade, or investments.
 - b. Membership dues or fees paid to an organization by its members to the extent the dues or fees do not exceed \$5,000 per member in a calendar year.
 - c. A payment or transfer of money or other thing of value made by a person if the person prohibited the recipient of the payment or transfer from directly or indirectly using the transferred money or thing of value for independent expenditures or electioneering communications, and the recipient agreed in writing to follow the prohibition and deposited the transferred money or thing of value in an account that is segregated from other funds directly or indirectly used for independent expenditures or electioneering communications.

Donor means a person that makes a donation to an independent spender.

Election cycle means one of the following:

- (1) The period of time beginning 31 days following a general election for the particular office and ending 30 days following the next general election for that office.
- (2) The period of time beginning when petitions are approved for a recall election and ending 30 days following the termination of the recall election, either by election, failure to collect sufficient signatures for recall petitions, or resignation of the incumbent who is the subject of the recall.

Electioneering communication means:

- (1) A public communication that meets all of the following conditions:
 - a. Refers to a clearly identified candidate.
 - b. Is distributed within 120 days of a municipal election in which the candidate is on the ballot.
 - c. Can be received by members of the constituency eligible to vote for the candidate.
- (2) "Electioneering communication" does not include:
 - a. A news story, editorial, or commentary distributed by a broadcasting station, including a cable television operator, programmer, or producer, or satellite television or radio provider, newspaper, magazine, website, or other periodical publication, including an online or electronic publication, that is not owned or controlled by a candidate or committee.
 - b. A communication made by a person, other than a candidate or committee, that proposes a commercial transaction in the regular course and scope of the person's business or trade.
 - c. A communication that constitutes a candidate debate or forum, or communication that solely promotes a candidate debate or forum made by the sponsor of such debate or forum.
 - d. A membership communication.
- (3) An electioneering communication is made when the actual spending occurs or when there is a contractual agreement requiring such spending, and the amount is determined.
- (4) For purposes of this article, *clearly identified candidate* means the candidate's name or nickname is used in the communication; a picture, drawing, or likeness of the candidate appears in the communication, or the identity of the candidate is otherwise apparent from reference in the communication.

Expenditure means the purchase, payment, distribution, loan, advance, deposit or gift of money or other thing of value made by a person to support or oppose the nomination or election of one or more candidates, or the qualification or passage of a ballot issue or ballot question. An expenditure occurs when the actual payment is made or when there is consideration received, whichever occurs first.

- (1) "Expenditure" includes:
 - a. A purchase or payment made by a candidate or committee.

- b. A payment, distribution, loan, or advance of any money or anything of value made by a person for the benefit of a candidate or committee that is made with the prior knowledge and consent of the candidate or committee.
 - c. A payment or transfer of money or other thing of value made by a committee to another committee.
 - d. An independent expenditure.
 - e. An electioneering communication made by a committee.
- (2) "Expenditure" does not include:
- a. A payment made by a person, other than a committee, in a commercial transaction in the regular course and scope of the person's business or trade.
 - b. A news story, editorial, or commentary distributed by a broadcasting station, including a cable television operator, programmer, or producer, or satellite television or radio provider, newspaper, magazine, website, or other periodical publication, including an online or electronic publication, that is not owned or controlled by a candidate or committee.
 - c. A candidate debate or forum, or communication that solely promotes a candidate debate or forum and is made by the sponsor of such debate or forum.
 - d. A payment for nonpartisan voter registration or get-out-the-vote efforts made by a person other than a committee.
 - e. A membership communication.

Foreign-influenced corporation means a corporation or other entity to which any of the following applies:

- (1) A foreign national or foreign owner holds, owns, controls, or otherwise has directly or indirectly acquired beneficial ownership of equity or voting shares equal to or greater than five percent of total equity or outstanding voting shares in the corporation or entity.
- (2) Two or more foreign nationals or foreign owners hold, own, control, or otherwise have directly or indirectly acquired beneficial ownership of equity or voting shares in total equal to or greater than 20 percent of the total equity or outstanding voting shares in the corporation or entity.
- (3) Any foreign national or foreign owner participates in any way, directly or indirectly, in the process of making decisions about the corporation's or entity's contributions, expenditures, or electioneering communications.

Foreign national means a foreign national as defined by 52 U.S.C. 30121(b), or a foreign-influenced corporation.

Foreign owner means a corporation or other entity in which a foreign national holds, owns, controls, or otherwise has directly or indirectly acquired beneficial ownership of equity or voting shares equal to or greater than 50 percent of total equity or outstanding voting shares.

Independent expenditure means an expenditure to support or oppose one or more candidates that is not controlled by or coordinated with any candidate or candidate committee.

Independent spender means a person, other than a committee registered with the city clerk under section 54-103, that makes an independent expenditure or electioneering communication.

Labor organization means an organization of any kind, or an agency or employee representative committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

Membership communication means a communication made by an organization, including a covered entity, that is limited in circulation to principal owners, members, stockholders, or executive or administrative employees of the organization, unless the organization is organized to support or oppose the nomination or election of one or more candidates or the qualification or passage of a ballot issue or ballot question.

- (1) "Membership communication" does not include a public communication or a communication that is distributed to persons who are not principal owners, members, stockholders, or executive or administrative personnel of the organization making the communication.
- (2) For purposes of this chapter:
 - a. *Member* means a person who, pursuant to a specific provision of an organization's articles or bylaws, has the right to vote directly or indirectly for the election of a director or officer of the organization, or on the disposition of all or substantially all of the assets of the organization, or on a merger or dissolution of the organization; or any person who is designated in the articles or bylaws of an organization as a member and, pursuant to a specific provision of an organization's articles or bylaws, has the right to vote on changes to the articles or bylaws, or who pays or has paid membership dues or fees in an amount predetermined by the organization so long as the organization is tax exempt under section 501(c) of the Internal Revenue Code of 1986. A member of a local union or labor organization is considered to be a member of any national or international union or labor organization of which the local union or labor organization is a part and of any federation with which the local, national, or international union or labor organization is affiliated.
 - b. *Stockholder* means a person who has a vested beneficial interest in stock, has the power to direct how that stock will be voted if it is voting stock, and has the right to receive dividends.
 - c. *Executive or administrative personnel* means an individual employed by an organization who is paid on a salary rather than an hourly basis, and who has policy making, managerial, professional, or supervisory responsibilities. "Executive or administrative personnel" includes an individual who runs an organization's business, such as officers, executives, and plant, division, and section managers, and individuals following the recognized professions, such as attorneys and engineers.

Nonmunicipal political organization means any of the following:

- (1) A candidate committee, political party, or political committee that is registered and filing reports pursuant to the Fair Campaign Practices Act 1-45-101 to 1-45-118, C.R.S., or the law of another municipality in the state of Colorado.
- (2) A political committee or political organization organized under the law of another state.
- (3) A federal political committee that is registered and filing reports pursuant to the Federal Election Campaign Act of 1971, 52 U.S.C. 30101 to 30146.

Person means a natural person, partnership, committee, association, firm, corporation, company, labor organization, political party, or other entity or group of persons, however organized.

Political advertisement means (a) an expenditure or independent expenditure that is public communication, or (b) an electioneering communication.

- (1) "Political advertisement" does not include:
 - a. Bumper stickers, pins, buttons, pens, or similar small items upon which a disclaimer statement required by section 54-104.5 cannot be conveniently printed.
 - b. Skywriting, water tower, wearing apparel, or other means of advertising of a nature such that the inclusion of a disclaimer statement required by section 54-104.5 would be impracticable.

Principal owner means a person that owns or controls 10 percent or more of an entity.

Principal place of operations means the primary location where the managers, officers, owners, or leadership personnel of an entity direct or control its activities and operations.

Public communication means a communication to the general public through broadcast, cable, satellite, internet or another digital method, newspaper, magazine, outdoor advertising facility, mass mailing, telephone bank, robocall, or any other form of general public advertising or marketing regardless of medium.

Standalone candidate means a candidate without a committee who does not accept contributions.

Unexpended campaign funds means the balance of funds on hand in the campaign account of a committee after a municipal election that is in excess of the amount necessary to pay remaining debts or financial obligations incurred by the committee with respect to the election.

Usual and normal charge means:

- (1) For goods, the price of those goods in the market from which they ordinarily would have been purchased at the time of the contribution.
- (2) For services, the hourly or piecework charge for the services at a commercially reasonable rate prevailing at the time the services were rendered.

Volunteer means any person who freely gives time on behalf of a candidate or a candidate, issue, political, small donor, or independent expenditure committee for purposes of municipal election matters. (Ord. No. 2021-35, § 1, 9-27-2021)

Section 8. That Article V Section 54-121 through Section 54-133 of the City Code of the City of Aurora, Colorado, is hereby repealed and replaced by a newly adopted Article V Section 54-121 through Section 54-127, which shall read as follows:

Article V. Initiative and Referendum

Sec. 54-121 - Initiative and referendum petitions—Generally.

(a) *Measure in ordinance form.* All proposed initiative or referred measures shall be presented in ordinance form.

(b) *Petitions limited to municipal legislation and single subject.* No petition shall address any matter except "municipal legislation," consistent with the Colorado Constitution, and no petition shall address more than a single subject.

(c) *Time for filing.*

(1) *Initiative.* A petition for an initiative ordinance shall be filed with the city clerk not later than 120 days from the date the petition has been approved as to form, pursuant to the provisions of this chapter. The city clerk shall not accept any petition for filing which is not timely filed under this section.

(2) *Referendum.* A petition for a referendum shall not be of any force or effect unless filed with the city clerk not later than 30 days following the final publication of an ordinance to which the referendum is applicable. The referendum shall apply to all legislative ordinances passed by the city council, except ordinances fixing the rate of taxation on property each year for municipal purposes, making the annual appropriation, calling a special election, or ordering improvements initiated by petition and to be paid for by special assessments.

(d) *Form of Petition.* The form of all petitions shall be printed on the forms provided by the city clerk and meet all the requirements of this chapter.

Sec. 54-122. Number of signatures.

(a) *Initiative.* A petition for an initiative ordinance shall be signed by registered electors in a number equal to at least 15 percent of the total vote cast in the last regular municipal election.

(b) *Referendum.* A petition for a referendum shall be signed by registered electors in a number equal to at least 10 percent of the total vote cast in the last regular municipal election. (Ord. No. 2023-38, § 1, 8-28-2023)

Sec. 54-123. Referral to Council; Election.

(a) When the city council receives the petition from the city clerk, council may adopt the initiative or referendum ordinance without alteration by a majority vote of all members of the city council. If not adopted without alteration, the city clerk shall submit the initiative or referendum ordinance to a vote of the registered electors of the City.

- (1) *Initiative.* The ballot upon which such ordinance is submitted shall be the ballot title set by this chapter and shall contain the words "yes" and "no," in order to comply with the requirements of the Charter. (Ord. No. 2016-35, § 13, 8-8-2016).
- (2) *Referendum.* The ballot question upon which the referendum is submitted shall be "Shall Ordinance X be approved" with a "yes" vote meaning the ordinance as adopted by council is in effect and a "no" vote meaning the ordinance as adopted by council is rejected.

Sec. 54-124. Election results.

(a) *Initiative.* If a majority of the registered electors voting approve the initiated ordinance, it shall be adopted and take effect upon certification of the election results.

(b) *Referendum.* If a majority of the registered electors voting vote "yes," the ordinance shall be effective upon certification of the election results by the canvass board. If a majority of the registered electors voting vote "no" the ordinance shall be repealed in its entirety upon certification of the election results.

Sec. 54-125. Publication.

A voter-approved initiated or referred ordinance shall be published in like manner as other ordinances. If a majority of the registered electors voting vote in favor of the ordinance, such ordinance shall become effective upon certification of the election results, without further publication.

Sec. 54-126. Referral by council.

(a) The city council shall have the power to submit any proposed or adopted ordinance or any question to a vote of the registered electors without the receipt of a petition. Submission by city council shall be by resolution, except as otherwise required by the City Charter.

(b) The city council shall have the right to revive, repeal, amend, or pass any ordinance submitted by the council upon its own initiative.

(c) Initiative and referendum amendments shall be referred to the registered electors by resolution.

(d) Any registered elector who claims that an ordinance referred to the electors by the city council does not satisfy the requirement of section 5-1 of the City Charter or this chapter may file an appeal with a court of competent jurisdiction no later than 10 days after council approves the ordinance or resolution referring the proposed ordinance to the electors. (Ord. No. 2023-38,

§ 2, 8-28-2023; Ord. No. 2016-35, § 14, 8-8-2016)

Sec. 54-127. Conflicting provisions.

Alternative ordinances may be submitted at the same election, and if two or more conflicting ordinances are approved by the people, the one which receives the greatest number of affirmative votes shall be adopted in all particulars as to which there is a conflict.

Section 9. That Article VI Section 54-141 through Section 54-152 of the City Code of the City of Aurora, Colorado, is hereby repealed and replaced by a newly adopted Article VI Section 54-141 through Section 54-146, which shall read as follows:

Article VI. Charter Amendment Initiatives

Sec. 54-141 - Charter amendment initiative petitions—Generally.

- (a) The provisions of this Article are intended to supplement and not conflict with statutory provisions for charter amendments adopted pursuant to the Colorado Constitution. In the event that this article authorizes what the statute prohibits or prohibits what the statute authorizes, the statute shall control.
- (b) *Measure in ordinance form.* All proposed charter amendment measures shall be presented in ordinance form.
- (c) *Petitions limited to municipal legislation and single subject.* No petition shall address any matter except "municipal legislation," consistent with the Colorado Constitution, and no petition shall address more than a single subject.
- (d) *Time for filing.* A petition for a Charter amendment initiative ordinance shall be filed with the city clerk not later than 90 days from the date the petition has been approved as to form, pursuant to the provisions of this article. The city clerk shall not accept any petition for filing which is not timely filed under this section. A petition for a Charter amendment initiative ordinance shall be placed upon the ballot at either a regular or special municipal election subject to all constitutional, statutory, and municipal ordinance deadlines having been met.

Sec. 54-142. Number of signatures.

A petition for a Charter amendment initiative ordinance shall be signed by registered electors in a number equal to:

- (1) For a special municipal election, at least 10 percent of the registered electors of the municipality registered on the date of the last regular municipal election held by the City.
- (2) For a regular municipal election, at least five percent of the registered electors of the municipality registered on the date of the last regular municipal election held by the City.

Sec. 54-143. Referral to council; election.

The city council shall submit the Charter amendment to a vote of the registered electors of the City with the ballot title and submission clause as provided in this chapter.

Sec. 54-144. Election results.

If a majority of the registered electors voting approve the charter amendment, it shall be adopted and take effect upon certification of the election results.

Sec. 54-145. Publication.

A voter-approved charter amendment ordinance shall be published in like manner as other ordinances. If a majority of the registered electors voting vote in favor of the ordinance, such ordinance shall become effective upon certification of the election results, without further publication.

Sec. 54-146. Referral by council.

The city council shall have the power to submit any number of Charter amendments to a vote of the registered electors without the receipt of a petition. Charter amendments shall be referred to the registered electors by ordinance.

Sec. 54-147. Conflicting provisions.

Alternative ordinances may be submitted at the same election, and if two or more conflicting ordinances are approved by the people, the one which receives the greatest number of affirmative votes shall be adopted in all particulars as to which there is a conflict.

Section 10. That Article VII Section 54-161 through Section 54-170 is hereby added to the City Code of the City of Aurora, Colorado, and shall read as follows:

Article VII. Petition Requirements

Sec. 54-161. Applicability of Article

This article applies to all citizen petitions for recall, charter amendment, initiative, and referendums.

Sec. 54-162. Petition Requirements

(a) *Form of Petition Prepared by City.* The clerk shall prepare and have available on the city's website the form of the petition for recall, charter amendment, initiative and referendum. The form shall include the following to be printed in plain block letters no smaller than the impression of ten-point type:

- (1) a warning to signers to be printed in red
- (2) space to insert the summary of an initiated or referred measure or charter amendment;
- (3) space to insert the name, street address and email address of the petition representatives;

- (4) space to insert the full text of an initiated or referred measure, charter amendment; or for a recall petition, the full recall statement and response of the public officeholder, if any;
- (5) signature lines numbered consecutively; and
- (6) affidavit of petition circulator.

(b) *Petition Representatives.* Each petition shall designate by name, street address and email address not fewer than three or more than five persons who are registered electors to represent the petition and its signers from the time of submittal of the notice of intent to final disposition of the petition.

(c) *Statement of Intent.* Petition representatives shall submit to the city clerk a statement indicating their intent to circulate a petition for initiative, referendum, charter amendment or recall.

(d) *Clerk's initial review of form of petition; summary.* Within five business days of receipt of the completed statement of intent:

- (1) The clerk, after consultation with the city attorney and such other city officials that the clerk deems necessary, shall issue a written determination whether the proposed petition meets the requirements of this chapter.
- (2) For petitions for initiated or referred measures or charter amendments, If the clerk approves the form of the petition, the city clerk shall prepare a summary of the proposed measure to be placed on the petition. The summary shall be true and impartial and shall not be an argument, or likely to create prejudice, either for or against the measure. The city clerk may consider all, or a portion, of a summary submitted by the petition representatives.
- (3) The clerk provides the petition representatives with the final form of the petition. In the instance of recall petitions, the city clerk provides the petition representatives with the final form of the petition within three business days of the receipt of the public officeholder's response, if any.

(e) *Petition sections.* Any petition may be circulated in sections. Each section must contain all of the requirements of this chapter. All sections of any such petitions shall be prenumbered serially, and the circulation of any petition described by this chapter by any medium other than personally by a circulator is prohibited. If the text of the proposed initiated or referred measure or charter amendment or recall statement and response requires more than one page of a petition section, the warning and summary need not appear at the top of other than the initial text page. Any petition that fails to conform to the requirements of this chapter or that is circulated in a manner other than that permitted in this section shall be invalid.

Sec. 54-163. Signature Requirements

(a) Petitions may be signed only by registered electors. Each registered elector shall sign their own signature, after which they shall print their name; place of residence, including house or apartment number, street address, and city; and the date of signing the petition. Signatures which do not contain all of the information required by this chapter shall be considered invalid. Signatures prior to the clerk's approval of the form of the petition or after submittal of the petition shall be considered invalid.

(b) *Withdrawal of signatures.* Any registered elector who signs an initiative or referendum petition may withdraw their signature from the petition by filing a written request with the city clerk. The withdrawal request must be filed before the initial determination of sufficiency is issued.

(1) If the withdrawal request is received after the petition is filed but before the initial determination of sufficiency is issued, the city clerk shall not count that signature towards the determination of sufficiency.

(2) If the withdrawal request is received after the petition is approved for circulation but before the petition is filed, the city clerk shall strike that signature upon the filing of the petition. (Ord. No. 2023-32, § 1, 8-14-2023)

Sec. 54-164. Initial Determination of Sufficiency of Petitions

(a) Not later than 30 days from the date of filing of a petition, the city clerk shall initially review the petition and issue a written statement stating whether the petition contains the required number of signatures.

(b) The city clerk shall disqualify the signatures of the individuals in the following categories:

(1) The address of the signer is not located within the city limits; or for a recall petition of a ward councilmember, is not located within the ward which the council member represents,

(2) An address is illegible, making it impractical to verify location as being within the City.

(3) A signature appears on the petition more than once. In such event all signatures of the individual shall be disqualified except the signature signed on the earliest date.

(4) More than one individual signs on the same signature line. In such event, only the first signature on the line shall be deemed valid.

(5) An incomplete address has been given by the signer (e.g., omitted designation of street, avenue, drive, court, place, way, or unit number), resulting in an address that cannot practically be verified as the residence of the signer.

(6) An address that can be applied to more than one resident with the same name at that address.

(7) Failure to be a registered elector at the address listed on the petition.

- (8) The date is omitted or incomplete, or inappropriate. The omission of a year in the date shall not constitute an incomplete date.
- (9) The use of ditto marks as a substitute for any required information.

(c) *Disqualification of Petition Sections.* The city clerk shall disqualify all signatures on any section of a petition that:

- (1) Does not have attached thereto the notarized affidavit required by this chapter.
- (2) Has been disassembled in a manner that has the effect of separating the affidavit from the signature page or pages.
- (3) Has a signature added to the section before submission of the final form to the city clerk or after the affidavit has been executed.

(d) *Signatures to be excluded from determination of sufficiency.* The city clerk shall not include in a determination of sufficiency any signature on the petition:

- (1) That does not contain all of the elements required.
- (2) For which the signer has submitted a valid withdrawal request.
- (3) That does not comply with this chapter or other applicable law.

Sec. 54-165. Protest of Initial Determination of Sufficiency

(a) A protest concerning the sufficiency of the number of signatures in writing, under oath, may be filed with the city clerk by a registered elector, not later than 30 days after the city clerk has issued an initial determination of sufficiency. The protest shall include the name of address of the registered elector with an email address for all communication related to the protest. The protest must set forth with particularity the grounds of such protest, including if applicable, the names protested. Within three business days of receiving a protest meeting the requirements of this chapter, the city clerk shall send a copy of such protest to the petition representatives and/or to the protest representatives, together with a notice fixing a time for hearing. The hearing shall be set not less than five nor more than 20 days after the date of the notice.

(b) The city clerk shall not accept any protest filed prior to an initial determination of sufficiency of the petition has been issued. The city clerk shall reject any protests that do not meet the requirements of this chapter.

(c) Upon the filing of any protest with the city clerk, all proceedings upon the petition shall be suspended until final disposition of such protest. If an election is thereafter required to be held, the period of time required for protest procedures shall not be included in the computation of time periods under this chapter, and any such periods shall be extended by the time required for such procedures.

Sec. 54-166. Protest hearing of Initial Determination of Sufficiency

(a) The city clerk may appoint a hearing officer to conduct the hearing who shall not be an officer, employee, or agent of the city, and shall not have any relationship with the petition representatives or protestants.

(b) The protest hearing shall be open to the public, and all testimony shall be under oath. The

city clerk or appointed hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses and the production of documents and to receive all testimony and documentary evidence before rendering a decision on the protest. Upon failure of any witness to obey the subpoena, the city clerk or appointed hearing officer may petition the municipal court for an order compelling the witness to appear and testify or produce documentary evidence. The burden of proof at the protest hearing shall be on the protestants to prove invalid signatures were included in the initial determination of sufficiency. The protest hearing shall be concluded and a decision by the city clerk or appointed hearing officer rendered no later than 10 days after the conclusion of the hearing. The petition representatives and protest representatives shall be notified of the result of the hearing. The result of such hearing shall be emailed to the petition representatives and protest representatives. The city clerk or appointed hearing officer may call upon the city attorney's office to provide legal advice during the hearing.

Sec. 54-167. Ballot Title and Submission Clause

(a) *Ballot title.* After the city clerk has issued an initial determination of sufficiency, the following shall apply:

- (1) The city clerk, with the assistance of such other city officials as the clerk deems necessary, shall designate and fix a ballot title and submission clause which shall fairly and accurately express the intent and meaning of the proposed ordinance. Ballot titles shall be brief and shall not conflict with titles selected for any petitions previously filed for the same election. Proceedings for fixing the ballot title and submission clause shall be concluded not later than five business days after the city clerk has issued the initial determination of sufficiency.
- (2) If any registered elector claims the ballot title and submission clause do not fairly express the meaning and intent of the proposed measure, they must file a protest within three business days after the ballot title and submission clause are fixed by the city clerk. A hearing on any such protest shall be held before an independent hearing officer not less than 10 or more than 20 days after the protest has been filed. The person filing the protest may appeal an adverse ruling from the hearing officer with a court of competent jurisdiction no later than 10 days after the ballot title and submission clause are fixed by the clerk.

Sec. 54-168. Presentation of Petition to Council.

Not later than 30 days of issuing a final determination of sufficiency, the city clerk shall present the petition to the city council at a regular or special meeting.

Sec. 54-169. Unlawful acts.

Under this article, it is unlawful for any person to:

- (1) Willfully and knowingly circulate or cause to be circulated or sign or procure to be signed any petition bearing the name, device, or motto of any person, organization, association, league, or political party, or purporting in any way to be endorsed, approved, or submitted by any person, organization, association, league or political party, without the written consent, approval and authorization of such person, organization, association, league or political party.

- (2) Sign any name other than their own to any petition, or knowingly sign their name more than once for the same petition.
- (3) Knowingly sign any petition if they are not at the time of signing a registered elector of the city or sign a recall petition if the signer is not registered to vote for the public officeholder to be recalled.
- (4) Sign an affidavit as circulator without knowingly or reasonably believing the statements made in such affidavit are true.
- (5) Certify that an affidavit attached to a petition was subscribed or sworn to before the affiant, unless it was so subscribed and sworn to before the affiant.
- (6) Directly or indirectly pay to or receive from or agree to pay to or receive from any other person any money or other thing of value in consideration of or as an inducement to the signing of any such petition.
- (7) Use deceptive practices when obtaining signatures on any petition.
 - a. Deceptive practices as used in this section are representations, omissions, or practices that mislead or are likely to mislead a person to obtain their signature.
 - b. If deceptive practices are used by a person training a petition circulator, the organization conducting the training violates this subsection (7).
 - c. If deceptive practices are used by the person circulating a petition, the person circulating the petition violates this subsection (7).
- (8) Knowingly violate any provision of this chapter.

Sec. 54-170. Time calculations for circulation.

Any time periods for circulation of any petition for the collection of signatures under the terms of this chapter shall commence upon the approval of the petition form by the city clerk.

Section 11. The codifier is instructed to maintain the legislative history in the published version of each code section, including those that are repealed and replaced.

Section 12. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13. 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 14. 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:

Andrea Wood *AK*
ANDREA WOOD, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Plan Presentation Transitioning Domestic Violence Cases Out the Municipal Court
Item Initiator: Dustin Zvonek, Mayor Pro Tem
Staff Source/Legal Source: Jason Batchelor, City Manager / Jack Bajorek, Interim City Attorney
Outside Speaker: N/A
Council Goal: Select a Council Goal

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

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

Item requires a Public Hearing: Yes No

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

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

Sponsor: Dustin Zvonek, Mayor Pro Tem
 Jason Batchelor, City Manager / Jack Bajorek, Interim City Attorney
 Estimated time: 30 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|--|
| <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.)*

On July 8, 2024, the City Council instructed the Council Appointees to develop a plan transitioning Domestic Violence cases from the Municipal Court, and present this plan to Council at this Study Session

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

The Plan and input from the various stakeholders is the topic of this item

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 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

QUESTIONS FOR COUNCIL

Does the Council wish to forward the Plan to the Regular Agenda for formal consideration of acceptance?

LEGAL COMMENTS

Pending acceptance of the Plan by Council, the Aurora Police Department, and any other person or agency authorized to file a criminal case in the City of Aurora, will cease to file cases which contain allegations of domestic violence in the Aurora Municipal Court beginning on or about January 1, 2025. (R2024-83). **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. Approval of the Plan may be accomplished by Motion. (Bajorek)



**Plan for Transitioning the Prosecution of Domestic Violence Cases
Out of the Aurora Municipal Court
August 12, 2024**

Resolution

Section 1. The City Manager, City Attorney, Court Administrator, and Presiding Judge are hereby directed to collaborate with key stakeholders, including the Aurora Police Department, the 17th Judicial District, the 18th Judicial District, and the Public Defenders Commission, to develop a plan for transitioning the prosecution of domestic violence cases out of the Aurora Municipal Court.

Section 2. The aforementioned plan shall be presented at Study Session on August 12, 2024. The plan must include a detailed timeline for the transition and an analysis of the pros and cons associated with the transition.

Section 3. Pending acceptance of the aforementioned plan by Council, the Aurora Police Department, and any other person or agency authorized to file a criminal case in the City of Aurora, will cease to file cases which contain allegations of domestic violence in the Aurora Municipal Court beginning on or about January 1, 2025.

Section 4. Beginning January 2025, the City Manager, City Attorney, Court Administrator, and Presiding Judge shall provide monthly updates to the Public Safety Committee on the status of any remaining and ongoing domestic violence cases until all such cases are cleared from the Aurora Municipal Court.

Section 5. The City Manager shall oversee the implementation of this resolution and ensure that all necessary steps are taken to facilitate the transition in an orderly and efficient manner.

Section 6. All Resolutions in conflict with this Resolution are hereby repealed only to the extent of such conflict.



Relevant Data

- ❑ Currently the Court has 2404 Open DV cases, including:
- ❑ 1034 active DV Warrants:
 - ❑ 610 FTA
 - ❑ 424 PC Warrants

Year	All Filing	DV	% of cases DV	Arapahoe	Adams	Douglas	Unk	% of DV with Public Defender	% of DV with Probation
2021	24773	1271	5%	1009	229	1	32	72%	77%
2022	18607	1194	6%	933	221	0	40	68%	71%
2023	15217	1086	7%	820	202	1	63	64%	72%
2024 YTD	11603	617	5%	496	81	0	33	50%	80%
Average	19532	1184	6%	921	217	0.066667	45	4%	68%

*as of 7/26/24

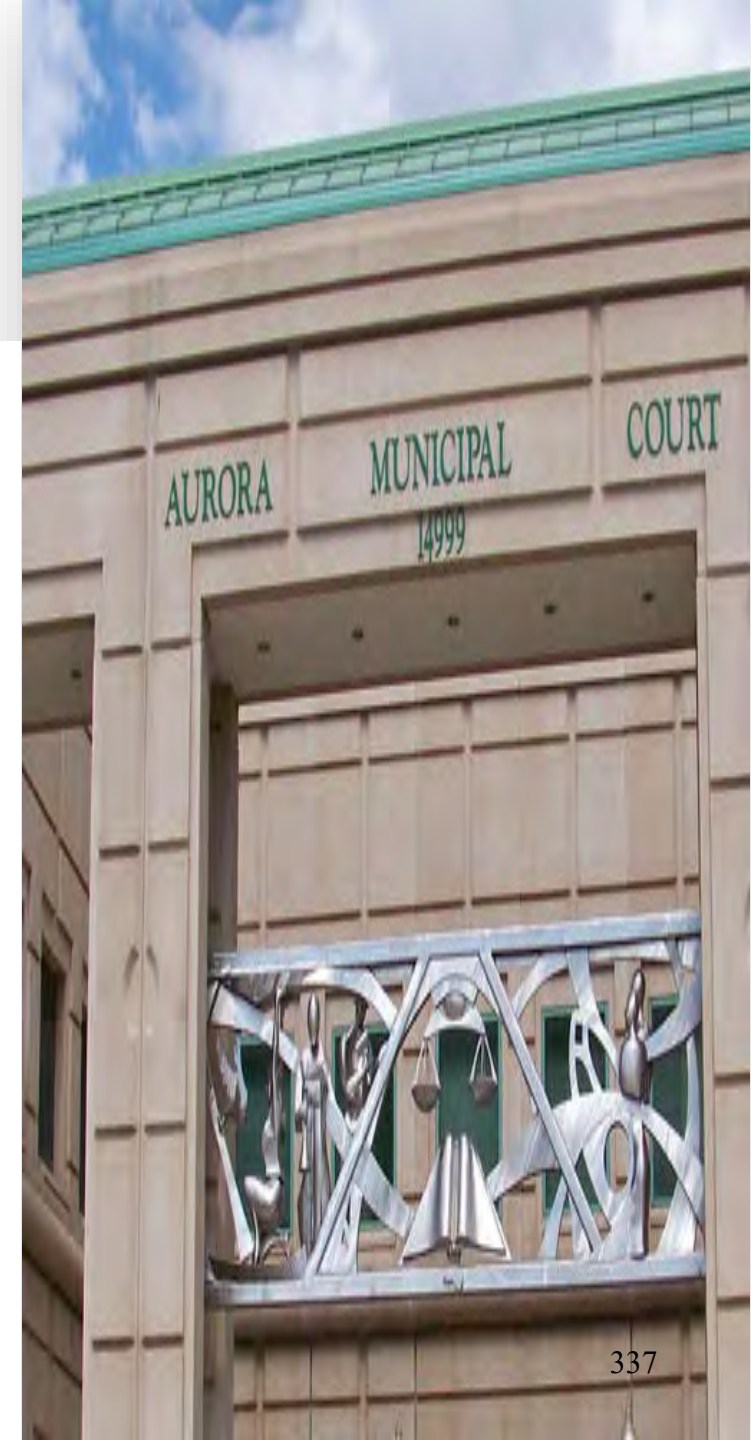
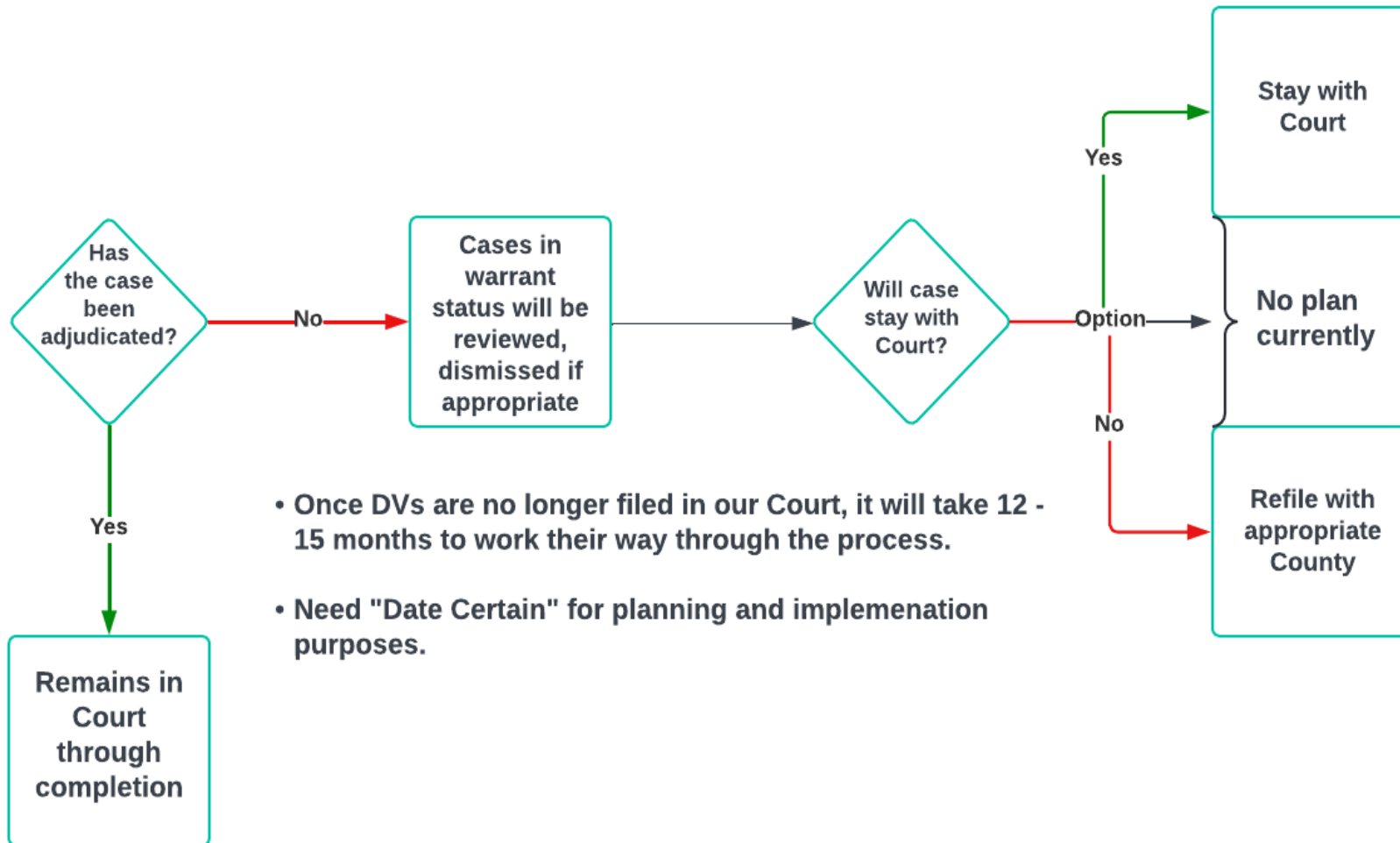
YEAR	ACTIVE WARRANT	FUTURE COURT DATE
2024	66	263
2023	156	241
2022	128	67
2021	98	16
2020	131	17
2019	128	6
2018	99	2
2017	82	1
2016	72	2
2015	16	0
2014	10	0
2013	5	0
2012	1	0
2011	3	0
2010	1	0
2009	1	0
2001	0	1
1994	0	1
1987	0	1



Top Charges Filed in DV cases:

Charge	2024	2023	2022	2021
Battery	328	676	727	808
Assault	328	680	729	813
Injury to Property	154	273	308	314
HARMFUL PAINFULL OFFENSIVE CONTA	111	207	216	174
VIOLATION OF COURT ORDER	52	83	91	172
Criminal Tampering	29	48	35	50
FALSE IMPRISONMENT	23	47	29	46
TELEPHONE THREATS-OBSCENITIES	22	61	65	85
TELEPHONE-NO LEGIT PURPOSE	14	14	19	29
Theft/Larceny	14	35	38	39

Assumed Operational Approach



Steps So Far

Transition the Prosecution of Domestic Violence Cases

July 8	Meeting with Appointees and HR
July 23	Letter to DA's in both Counties and other stakeholders as requested <ul style="list-style-type: none">• Included Domestic Violence stats and a copy of the resolution
July 29	Meeting with Stakeholders: <ul style="list-style-type: none">• 30 in-person and virtual attendees
August 1	Meeting with Stakeholders: <ul style="list-style-type: none">• 12 virtual attendees
August 5	Follow up meeting with Appointees
August 29	Scheduled meeting with Stakeholders <ul style="list-style-type: none">• will meet monthly going forward



Requested Data

AURORA

MUNICIPAL
14999

- Probation Citations per year broken down by County
 - In previous slide
- 50 random municipal DV cases to review
- Percentage of filings that end up in Probation
 - 80% of cases
- Average Prosecution Time per Department:
 - ✓ The average amount of time per case it takes for **Judicial** for each DV is **104 minutes**
 - ✓ The average amount of time for **Prosecutors** per case is **521 minutes**
 - ✓ The average amount of time for **Prosecution Staff** per case is **248 minutes**
 - ✓ The average amount of time for **Case Management Staff** per case is **175 minutes**
 - ✓ The average amount of time for **Public Defender** per case is **701 minutes**
 - ✓ The average amount of time for **Public Defender staff** per case is **81 minutes**

Concerns from Counties and other Stakeholders

- ❑ January 1, 2025 date is not realistic
- ❑ Not enough input from stakeholders
- ❑ Not enough time to get staffing in place
- ❑ Not enough time to request funding
 - For Judicial, funding is based on cases filed, so will not be able to request a change in Judicial or staff until the year after the cases are filed
 - There are provisions for emergency funding
- ❑ DA's budget for 2025 has been submitted for over a year (State fiscal year)
- ❑ Newly elected DA sworn in January 14, 2025
- ❑ First time can request a County Judge is 2025
 - Study shows currently that two are already needed in Arapahoe
 - Adds 3 FTE staff for each new Judge
- ❑ Space is also an issue for all agencies
 - Inquiry about sharing of resources
- ❑ New Judicial District January 7, 2025
- ❑ Offer by Counties and other stakeholders to be able to meet with Council, if helpful
- ❑ Staffing concerns in County jails
 - Expand virtual Court for Counties
- ❑ Request to have date certain (DA's)



Pros and Cons of Transitioning Prosecution of Domestic Violence Cases

❑ **Pros:**

- Aurora inline with the majority of the Municipal Courts in our State
- Inline with the interest of State Legislation.

❑ **Cons:**

- Travel requirements to District Courts (For evidentiary hearings only)
 - Police
 - Victims
- Some lower level of violence incidents that may be violations of the Municipal Code are not violations and not chargeable under State law.

Aurora Operational Considerations

What is the plan for existing staff?

How do we retain staff as we go through the transition?

Training with Police Department-DA's to coordinate

Develop reporting and tracking for Council Committee updates

Already experiencing staffing issues/concerns

Extending the date would lead to potential service issues, especially in Probation

Next steps

01

Date from Council to transition DV's out of our Court

02

Continue meeting with the stakeholders monthly

03

Gather requested data to provide to stakeholders

04

Prosecutors continuing to review warrant cases



CITY OF AURORA

Council Agenda Commentary

Item Title: Internal Audit Ordinance Updates (Ordinance)
Item Initiator: Michelle Crawford, City Auditor, General Management
Staff Source/Legal Source: Michelle Crawford, City Auditor, General Management / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

2nd Regular Meeting (if applicable): 9/9/2024

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)

Sponsor: Françoise Bergan
Michelle Crawford, City Auditor, General Management / Hanosky Hernandez, Senior Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

N/A

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

Ordinance 2-66 establishes the Office of Internal Audit. The ordinance updates strengthen the office's independence by formalizing the roles and responsibilities of the Office of Internal Audit, the City Manager, and the Management and Finance Committee. The ordinance incorporates the recent Internal Audit Standards updates from the Institute of Internal Auditors and incorporates leading practices.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council approve moving the item forward to a regular City Council meeting?

LEGAL COMMENTS

Under the City Charter and ordinances, the office of the internal auditor shall be an independent staff function reporting to the city manager on all audit matters. The auditor shall conduct financial and performance audits of all departments, boards, activities, and agencies of the city. The auditor shall report to the City Council, or the Management and Finance Committee as requested, on all audits conducted within the City. The City Council may from time to time approve ordinances amending the activities, operations, and clarifying the duties of the auditor. See, Section. 2-66 Aurora City Code. (Hernandez)

ORDINANCE NO. 2024-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, AMENDING CHAPTER 2 SECTION 66 OF THE AURORA CITY CODE REGARDING THE OFFICE OF INTERNAL AUDIT, AND OTHER RELATED MATTERS

WHEREAS, the City of Aurora, Colorado, (the “City”), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and under Article XX Section 6 of the Colorado Constitution, and as such is authorized to regulate its local affairs; and

WHEREAS, the City has established the Office of Internal Audit to conduct advisory services and audits of all departments, boards, activities, and agencies of the City; and

WHEREAS, public officials, city management, and the public want and need to know not only whether government funds are appropriately handled, and in compliance with laws and regulations, but also whether public programs are achieving the purposes for which they were authorized and funded, and, whether they are doing so efficiently, effectively, and equitably; and

WHEREAS, an independent auditing function can provide objective information on the operations of government programs, assist management in carrying out their responsibilities, and help ensure full accountability to the public; and

WHEREAS, recognized auditing standards provide a framework for improved government decision-making, oversight, and accountability; and

WHEREAS, the City Council (the “Council”) has determined that it is in the best interest of the City and its citizens to implement the amendments contained herein.

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

Section 1. Section 2-66 of the City Code of the City of Aurora is hereby amended and shall read as follows:

Section 2-66. Office of internal auditor. ~~The office of the internal auditor shall be an independent staff function reporting to the city manager on all audit matters. The auditor shall conduct advisory services and audits of all departments, boards, activities, and agencies of the City. All city officers and employees shall furnish the auditor with requested information and records within their custody~~

~~regarding powers, duties, activities, organization, property, financial transactions, and methods of business required to conduct an independent evaluation.~~

a) **Organizational Independence.** The Office of Internal Audit, overseen by the city auditor, is an independent function reporting administratively to the city manager and functionally to the Management and Finance Committee. The city auditor has the authority to discuss significant and sensitive matters with city council members, including concerns with the interference of duties, without city management present.

b) **Audit Standards.** The Office of Internal Audit shall follow, at all times, professional audit standards such as the “Global Internal Audit Standards” or “Government Audit standards.”

c) **Funding.** Sufficient funds shall be proposed and approved to fulfill the responsibilities specified herein in accordance with the City policies and procedures. Sufficient resources shall be available to the city auditor and staff to ensure appropriate professional development, continuing professional education, and compliance with applicable professional certification requirements. The city council must approve any budget or resource reductions that impact on the Office of Internal Audit’s ability to fulfill its responsibilities.

d) **City Auditor Hiring and Evaluation.** The city manager shall seek input from the City Council Management and Finance Committee when hiring and removing the city auditor and evaluating the city auditor’s performance, including remuneration. The city auditor shall be selected based on experience and education suitable for the professional performance of municipal internal audits.

e) **Powers and Duties; Scope of Audits.** The city auditor shall have the authority to provide advisory services and conduct audits of all city departments including all council appointees, offices, boards, activities, agencies, and programs. The Internal Audit Charter shall detail the types of services and audits provided by the Office of Internal Audit.

f) **Appointment of employees.** The city auditor shall have the power to appoint, employ, and remove employees as deemed necessary to administrate the office's affairs and to prescribe their duties, scope of authority, and qualifications in accordance with all City policies, rules, and regulations.

g) **Annual Audit Plan.** The auditor shall coordinate with the City Manager in creating an annual audit plan. The auditor shall annually present the proposed plan to the City Council Management and Finance Committee for their review by the beginning of each calendar or fiscal year. The annual audit plan should include the proposed audits and identify

potential audit objectives, the general nature of the audits, and any special projects. The city auditor shall have final authority to select the audits planned. The auditor may modify the annual audit plan as necessary during the fiscal year and will notify the city manager and the City Council Management and Finance Committee of such modifications.

h) Access to Employees, Records, and Property. All officers and employees of Aurora shall provide to the office of internal audit unrestricted access to employees, information, records (including electronic data), property, equipment, and facilities required for the Office to conduct an audit or otherwise perform audit duties. If such officers or employees fail to produce access and/or information, the auditor shall notify the City Manager or Council Appointee unless there is a concern about the loss or destruction of records. The auditor then has the authority to initiate a search to obtain the needed information from any such official or employee, outside contractor, or subcontractor, except as governed by Colorado law. Further, the auditor has the authority to review all contracts with a “right-to-audit” clause and has access to the contractor’s employees, related records, property, and equipment purchased in whole or in part with City funds. Additionally, during an audit or related audit duties, city officers and employees shall fully cooperate and fully disclose all known information to the Office of Internal Audit.

i) Audit Reports. Each audit will result in a report, written or in some other retrievable form. A final draft of the audit report will be shared with the audited area and the city manager or council appointee for their review and to obtain management responses. The auditor shall communicate the final audit results to city management, the City Council Management and Finance Committee, and when necessary or requested, the relevant policy committee and the public. Some information may be protected by state or federal law and, therefore, not disclosed publicly by the auditor.

j) Report on Irregularities. If the auditor becomes aware of abuse or illegal acts or indications of such acts that could affect the City, the auditor shall report the irregularities to the city manager, the City Council Management and Finance Committee, or legal counsel. In the case that the city manager or a council appointee is believed to be a party to abuse or illegal acts, the auditor shall report the acts directly to the city council. If it appears that the irregularity is criminal in nature, the auditor shall notify the appropriate law enforcement agency in addition to those officials previously cited.

k) Annual and Quarterly Reports. The auditor shall submit an annual report to the City Council Management and Finance Committee indicating audits completed, reports on internal performance measures, and significant issues management has not fully addressed. Every quarter, the auditor shall

provide a report to the City Council Finance and Management Committee on issued reports with significant findings, updates on any corrective actions taken, and other statistics.

l) **Peer Reviews.** The office of internal audit's audit activities is subject to peer review in accordance with the appropriate audit standards by a professional, nonpartisan objective group. A copy of the written report of this independent review shall be provided to the city manager and each member of the city council.

The peer review will use the relevant auditing standards to evaluate the quality of audit effort and reporting. The city council shall provide funding in the auditor's budget to pay for the costs of the peer review.

Section 2. Repealer. All orders, resolutions, and ordinances in conflict with this Ordinance, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the city clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

HK
Hanosky Hernandez
HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Aurora Regional Navigation Campus (Resolution)
Item Initiator: Dustin Zvonek, Mayor Pro Tem
Staff Source/Legal Source: Emma Knight, Manager of Homelessness and Behavioral Health, Housing and Community Services / George Koumantakis, Manager of Client Services, City Attorney
Outside Speaker: None
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 8/12/2024

Regular Meeting: 8/26/2024

2nd Regular Meeting (if applicable): 9/9/2024

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)

Sponsor: Dustin Zvonek, Mayor Pro Tem
Emma Knight, Manager of Homelessness and Behavioral Health, Housing and Community Services / George Koumantakis, Manager of Client Services, City Attorney
Estimated time: 10 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

Mayor Pro Tem Zvonek requested this item be added to the August 12 study session

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

To be added when resolution is available

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to a regular meeting of the City Council?

LEGAL COMMENTS

The City shall have all powers which are necessary, requisite or proper for the government and administration of its local and municipal matters, and all powers which are granted to home rules [rule] cities by the Constitution of the State of Colorado. (City Charter, art. I, sec. 1-3).

Council has the authority to do what is deemed 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. The council shall determine its own rules and procedures and order of business (City Code sec. 2-32).

Council members have authority to place items on the Study Session agenda. Each such item shall indicate the party requesting the item. (City of Aurora City Council Rule of Order and Procedure Section B.2(a))
A Resolution may be used for a statement of policy or other matters which are not required to be adopted by Ordinance. (Section F, Paragraph 2, Rules of Order and Procedure for the Aurora City Council)
(Koumantakis)

RESOLUTION NO. R2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO ENSURE THAT THE FOCUS OF THE AURORA REGIONAL NAVIGATION CAMPUS REMAINS ON REDUCING HOMELESSNESS THROUGH EMPLOYMENT AND TREATMENT STRATEGIES PROVEN TO HELP INDIVIDUALS IMPROVE SELF SUFFICIENCY AND MAINTAIN STABLE HOUSING

WHEREAS, the City of Aurora wishes to pursue an alternative to the “Housing First” approach, by setting requirements and expectations for housing to include participation in addiction recovery, mental health, and job training programs to better address homelessness; and

WHEREAS, every person experiencing homelessness who desires support to transform their lives and achieve self-sufficiency needs more than housing alone and should have access to a structured plan to navigate essential programs and assistance; and

WHEREAS, it is inhumane and economically unwise to allow individuals experiencing homelessness to remain on the streets, or simply offer unconditional housing, rather than providing them with the necessary support services that offer a structured path to self-sufficiency and housing; and

WHEREAS, the Aurora Mayor and City Council are embarking on a distinct approach by providing a structured pathway to self-sufficiency and housing. Self-sufficiency is defined by utilizing the lowest level of public subsidies possible and producing self-support through employment; and

WHEREAS, this pathway involves setting expectations and creating incentives for participation in job training and support programs, aimed at improving the lives of individuals experiencing homelessness; and

WHEREAS, the Aurora Mayor and City Council are committed to implementing this alternative approach that places a strong emphasis on expectations to participate in support services, along with conditional housing solutions, at the Aurora Regional Navigation Campus (ARNC); and

WHEREAS, the ARNC will be guided by a “Work First” model, focused on accepting resources that further its founding philosophy, ensuring a more effective strategy tailored to the unique challenges faced by those experiencing homelessness in the Denver Metro area; and

WHEREAS, the Aurora Mayor and City Council believes it will be critical to ensure the ARNC remains committed to employment-focused programs and condition-based transitional housing to facilitate exits from homelessness; and

WHEREAS, in order to meet that goal, and uphold the guiding principle of a structured path to self-sufficiency, the Aurora City Council shall oversee the activities of the ARNC operator, with the Mayor or their designee serving on the ARNC operators governing board providing regular updates to the Council Policy Committees; and

WHEREAS, the ARNC operator will provide an annual performance audit to the City Council outlining work-first goals and outcomes such as numbers of job trainings provided, numbers of jobs obtained, number of participants making substantial progress toward self-sufficiency; and

WHEREAS, this commitment to governance underscores the resolve to maintaining a cohesive approach towards fostering self-sufficiency and ensuring that policies, funding, and decisions are aligned with the philosophy of the campus's mission; and

WHEREAS, the City Council directs the City Manager to support the ARNC by selecting a nonprofit organization who shall operate the Campus according to the City Council's stated intentions.

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

Section 1. To benefit the residents of the City of Aurora, the City Council directs the City Manager to ensure that the governance and operations of the Aurora Regional Navigation Campus are focused on the core mission of reducing the number of people experiencing homelessness through proven employment and treatment-focused strategies in order to move people out of homelessness to their highest personal level of self-sufficiency and maintain stable housing.

Section 2. The City Council further resolves that the City Manager ensures the operator of the ARNC remains committed to executing a three-tier strategy by offering:

Tier 1: Low barrier shelter

DEFINED BY:

- All adult individuals experiencing homelessness at the Navigation Campus will receive shelter seven days a week, adhering to conduct rules.
- Entry to the campus is through a single point for safety.
- Guests receive an ID card for service access.
- Services include shelter, meals, showers, laundry, pet shelter, mail, coaching, and case management.
- Daytime access to Day Center and courtyard is provided when beds are unavailable.
- On-campus agencies offer various services.
- Shelter capacity increases during inclement weather.
- Guests can upgrade based on engagement with case managers.

Tier 2: Engaged Semi-Private Congregate Shelter

DEFINED BY:

- Guests move to Tier 2 through case management, including willingness to participate in appropriate job training, while also receiving any necessary treatments to continue on the path toward self-sufficiency.
- -Guests in Tier 2 are required to participate with a case manager in establishing an action plan to determine what programs or services they will be required to participate in.
- Incentives include semi-private sleeping arrangements, personal storage, more meal options, less crowded facilities, and a dedicated case manager.
- The goal is to prepare for Tier 3 or off-campus housing.

Tier 3: Non-Congregate Shelter and Employment

DEFINED BY:

- Move from Tier 2 by meeting work and recovery program criteria.
- Priority for Tier 3 rooms will be given to participants who work full-time.
- Participants meet recovery program criteria.
- Participants engage weekly with peer coach or case manager.
- Provides private room, laundry, cleaning, meal programs, coaching, and case management.
- Accommodation for up to two years based on progress.
- Program fee is 30% of monthly income.
- The goal is self-sufficiency, market rate independent living off-campus with stability.
- In addition to the above, a specific carve-out of up to 20 rooms in Tier 3 for respite care. In exchange for providing respite rooms at the ARNC, local healthcare providers referring patients to the ARNC for a respite room will be required to provide healthcare exams to the general population at the ARNC utilizing an exam room set aside for such purposes.

Section 3. The City Council also directs the City Manager to ensure that the nonprofit organization operating the ARNC will utilize the HMIS data system and endeavor to maintain contact with prior participants to offer services if needed and to recruit successful participants to work or volunteer at the ARNC to assist new guests in achieving their highest personal level of self-sufficiency.

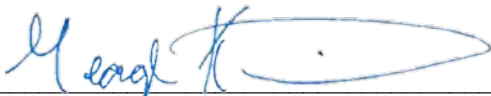
RESOLVED AND PASSED this ____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



GEORGE KOUMANTAKIS, Manager of Client Services