



NOTICE OF COUNCIL MEETING

MONDAY, August 22, 2022

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

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

View or Listen Live

Live streamed at www.auroraTV.org

Cable Channels 8 and 880 in Aurora

Call: 885-695-3475

In-person Participation

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

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

Call-in Participation

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

- Individuals calling in to comment during 'Public Invited to Be Heard' must call in and be in the queue by 6:30 p.m.
- Individuals calling to comment on agenda items must call in and be in the queue before the City Clerk reads the title of the item. Once the Clerk reads the title, no additional calls for that item will be accepted.

Translation/Accessibility

The city provides closed captioning services on Cable Channels 8 and 880. The Aurora Municipal Center is wheelchair accessible with entry ramps and accessible parking located on the west and east side of the building. Please make your request for accommodations or assistance by noon on the Friday preceding the Monday meeting by contacting the City Clerk's Office at 303-739-7094.

If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, August 22 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.)



City of Aurora, Colorado

MONDAY, August 22, 2022

AURA EXECUTIVE SESSION OF THE AURORA CITY COUNCIL

(Closed to the Public)

AURORA ROOM

5:10 p.m.

EXECUTIVE SESSION OF THE AURORA CITY COUNCIL

(Closed to the Public)

AURORA ROOM

5:50 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)

CITY COUNCIL CHAMBERS

6:30 p.m.



AGENDA

Regular Meeting of the Aurora City Council

Monday, August 22, 2022

6:30 p.m.

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

Pages

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION/MOMENT OF SILENCE
4. PLEDGE OF ALLEGIANCE
5. EXECUTIVE SESSION UPDATE
6. APPROVAL OF MINUTES
 - 6.a. August 8, 2022 Meeting Minutes 11
7. PROCLAMATIONS OR CEREMONIES
 - 7.a. Swearing-in Ceremony of Assistant City Attorneys
Shawn Day, Presiding Judge
 - 7.b. Animal Services - Animal Showcase
Anthony Youngblood, Manager of Animal Services
8. PUBLIC INVITED TO BE HEARD
(non-agenda related issues only)
 - 8.a. Public Invited to be Heard on the 2023 Budget 36
Greg Hays, Budget Officer

9. **ADOPTION OF THE AGENDA**

10. **CONSENT CALENDAR**

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

- 10.a. **Consideration to award WORK PACKAGE NUMBER FIVE to Garney Companies, Inc., Littleton, Colorado in the amount of \$205,994.00 for the Aurora Reservoir Pump Station, Security and Aeration Panels Project, Project Number 5448A.** 38

Dean Bedford, Principal Engineer / Dave Lathers, Senior Assistant City Attorney

- 10.b. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Epic Recruiting of Phoenix LLC, Scottsdale, Arizona in the amount of \$95,000.00 for a recruiting campaign for the Aurora Police Department.** 51

Waiver of reconsideration is requested due to the Police Department's immediate need to recruit lateral officers and new recruits.

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

- 10.c. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to JHB Group, Inc., Lake Hills, Illinois in the amount of \$137,769.37 for a custom build arson investigation trailer for use by Aurora Fire Rescue. R-2260** 54

Mathew Wasserburger, Manager of Business Services, Fire / Dave Lathers, Senior Assistant City Attorney

- 10.d. **Fire Apparatus** 57

Consideration to AWARD A SINGLE SOURCE CONTRACT to H&E Equipment Exchange LLC, Henderson, Colorado, in the not-to-exceed amount of \$1,599,897.00 for the purchase of one (1) Emergency One (E-One) 3000 Gallon Tanker/Tender and one (1) E-One CR100 Aerial Ladder.

Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney

- 10.e. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Sage Truck Driving Schools, Henderson, Colorado in the not-to-exceed amount of \$495,600.00 for CDL training as required for city employees.** 63

Waiver of Reconsideration: The contract needs to be executed soon in order to get new drivers trained and licensed before winter snow season starts. The City is already down a significant number of drivers and getting new ones ready for winter is critical to operations.

Renee Pettinato Mosley, Manager of Risk, Human Resources / Dave Lathers, Senior Assistant City Attorney

- 10.f. **Municipal Treatment Equipment for Evoqua Water Tech for annual upkeep of chemical feed systems** 66

Consideration to AWARD A SINGLE SOURCE CONTRACT to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of \$120,000.00 for Evoqua Water Technologies equipment, parts, and certified technical services for the annual upkeep of chemical feed systems as required by Aurora Water through July 31, 2023.

Bobby Oligo, Manager of Water Treatment, Aurora Water / Ian Best, Assistant City Attorney

11. RESOLUTIONS

- 11.a. **An Intergovernmental Agreement regarding Major Drainageway Planning for Prairie Dog Draw and its Tributaries** 71

R2022-158 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT REGARDING MAJOR DRAINAGE WAY PLANNING AND FLOOD HAZARD DILENIATION FOR PRAIRIE DOG DRAW AND TRIBUTARIES

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

- 11.b. **Intergovernmental Agreement regarding Major Drainageway Planning for West Toll Gate Creek’s Tributaries** 91

R2022-159 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT, AND THE SOUTHEAST STORMWATER METRO AUTHORITY REGARDING MAJOR DRAINAGEWAY PLANNING FOR WEST TOLL GATE CREEK TRIBUTARIES

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

- 11.c. **Strontia Springs Watershed Sediment Management Program** 113

R2022-160 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS WATERSHED SEDIMENT MANAGEMENT PROGRAM

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

- 11.d. **Intergovernmental Agreement for the Use and Benefit of Colorado State Forest Service** 182

R2022-161 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 ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, ROCKY MOUNTAIN REGION AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY FOR THE USE AND BENEFIT OF THE COLORADO STATE FOREST SERVICE

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

- 11.e. Support of Enhanced Design Guidelines for Chase Drains** 233
- R2022-162** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, IN SUPPORT OF ENHANCED DESIGN GUIDELINES FOR INSTALLATION OF CHASE DRAINS AS A PART OF NEW DEVELOPMENT IN AURORA
- Sponsor: Françoise Bergan, Mayor Pro Tem
- Victor Rachael, Deputy Director of Public Works Engineering / Michelle Gardner, Senior Assistant City Attorney
- 11.f. IGA to Coordinate with Arapahoe County for November 2022 Special Municipal Election** 238
- R2022-163** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022
- Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
- 11.g. IGA to Coordinate with Adams County for November 2022 Special Municipal Election** 265
- R2022-164** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022
- Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
- 11.h. IGA to Coordinate with Douglas County for November 2022 Special Municipal Election** 273
- R2022-165** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022
- Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

11.i. Public Education Campaign Regarding Panhandling

281

R2022-166 A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S DESIRE TO INITIATE A PUBLIC EDUCATION CAMPAIGN TO STOP PANHANDLING BY ENCOURAGING DONATIONS TO LOCAL CHARITIES INSTEAD OF DONATING MONEY TO PEOPLE ON THE STREET

Sponsor: Steve Sundberg, Council Member / Angela Lawson, Council Member

Kim Stuart, Director of Communications and Marketing / George Koumantakis, Client Group Manager, Attorney

12. PUBLIC HEARING WITH RELATED ORDINANCE

13. PUBLIC HEARING WITHOUT RELATED ORDINANCE

14. INTRODUCTION OF ORDINANCES

14.a. Retail Theft Ordinance

292

2022-47 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS OF THE CITY CODE PERTAINING TO MANDATORY MINIMUM SENTENCES FOR “RETAIL THEFT” IN THE AURORA MUNICIPAL CODE TO COMBAT THE INCREASE IN ORGANIZED RETAIL THEFT AND RELATED OFFENSES

Sponsor: Danielle Jurinsky, Council Member

Cassidee Carlson, Division Chief, Police / Pete Schulte, Public Safety Client Group Manager

14.b. Keeping of Domesticated Ducks in Residential Areas

299

2022-48 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 14-134 AND 14-135 OF THE CITY CODE PERTAINING TO THE KEEPING OF DUCKS IN RESIDENTIAL AREAS

Augusta Allen, Field Supervisor of Animal Services / Angela Garcia, Senior Assistant City Attorney

15. FINALIZING OF ORDINANCES

Ordinances on final reading which were introduced by unanimous vote of those present on the first reading may be taken under consideration and voted upon as a single item. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk. Any member of the Council may request an item to be considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Finalizing of Ordinances.

15.a. Green Valley Ranch East Metropolitan District Nos. 6-14 310

2022-43 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICTS

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

15.b. Gun Club at Windler Street Vacation 397

2022-44 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE PUBLIC RIGHT-OF-WAY FOR A PORTION OF GUN CLUB ROAD, WHICH RUNS SOUTH TO NORTH THROUGH SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (GUN CLUB ROAD AT WINDLER RIGHT-OF-WAY VACATION)

Ariana Muca, Planner I / Daniel L. Money, Senior Assistant City Attorney

15.c. Sales and Use Tax Exemption Direct Government Fees 415

2022-45 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING ARTICLE II OF SECTION 130 OF THE CITY CODE EXEMPTING CERTAIN FEES FROM SALES AND USE TAX

Sponsor: Dustin Zvonek, Council Member

Jeffrey Edwards, Manager of Tax / Hanosky Hernandez, Senior Assistant City Attorney

15.d. Enacting Section 138-191 of the City Code Pertaining to the Use of Turf and Ornamental Water Features

420

2022-46 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ENACTING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

Sponsor: Mike Coffman, Mayor

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

16. PLANNING MATTERS

17. ANNEXATIONS

17.a. 21861 E. 26th Avenue Annexation

466

R2022-167 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (21861 E. 26TH AVENUE ANNEXATION) 5 ACRES

Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney

17.b. Harvest Road Property Annexation Parcel A

481

R2022-168 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (HARVEST ROAD PARCEL A ANNEXATION) 161.090 ACRES

Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney

Outside Speaker: Blair Lichtenfels, Brownstein Hyatt Farber Schreck, LLP

17.c. Harvest Road Property Annexation Parcel B

499

R2022-169 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (HARVEST ROAD PARCEL B ANNEXATION) 147.506 ACRES

Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney

Outside Speaker: Blair Lichtenfels, Brownstein Hyatt Farber Schreck, LLP

18. RECONSIDERATIONS AND CALL UPS

19. GENERAL BUSINESS

19.a. Consideration to Appoint Five (5) Members and Reappoint Two (2) Members to the Citizens Advisory Committee for Housing and Community Development

518

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

20. REPORTS

20.a. Report by the Mayor

20.b. Reports by the Council

21. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, August 8, 2022

1. **RECONVENE REGULAR MEETING OF AUGUST 8, 2022, AND CALL TO ORDER**

Mayor Pro Tem Bergan reconvened the regular meeting of the City Council for August 8, 2022, at 6:30 p.m.

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

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

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

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

Mayor Coffman led the prayer for the August 8th, Council Meeting.

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

5. **APPROVAL OF MINUTES**

5.a. **July 25, 2022, Meeting Minutes**

Mayor Pro Tem Bergan requested to have item 10g state that "Mayor Pro Tem Bergan advocated for the Southeast Recreation Center, but it did not have the necessary votes..."

CM Coombs clarified that they are voting on approving the July 25th Meeting Minutes and not July 5th.

Motion by Gardner, second by Sundberg, to approve the minutes of the June 27, 2022, City Council meeting, with amendments.

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

6. **PROCLAMATIONS OR CEREMONIES**

6.a. **Swearing-in Ceremony of Poet Laureate**

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

Judge Shawn Day swore in Ms. Ahja Fox as Aurora’s Poet Laureate.

6.b. Aurora International Month

Mayor Coffman proclaimed August 2022 as Aurora International Month.

7. PUBLIC INVITED TO BE HEARD

(non-agenda-related issues only)

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

CM Sundberg stated that the city has agreed to move forward with a traffic signal at the intersection of East 6th Avenue Parkway and North Catawba Way.

8. ADOPTION OF THE AGENDA

8.a. Landmark at Town Center Site Plan (Item 12.d.)

Motion by Gardner, second by Marcano to adopt the agenda with the appellant presentation.

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

9. CONSENT CALENDAR

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

9.a. Evoqua Water Technologies for Akta Klor 25 water treatment chemical

Consideration to AWARD A SINGLE SOURCE CONTRACT to Evoqua Water Technologies, Sarasota, Florida in the not-to-exceed amount of \$437,250.00 for the purchase of Akta Klor 25 water treatment chemical (Sodium Chlorite) as required by Aurora Water through July 31, 2023.

Staff is requesting a waiver of reconsideration due to transportation challenges chemical suppliers are facing and their requirement to schedule deliveries much further in advance to assure timely delivery.

Bobby Oligo, Manager of Water Treatment, Aurora Water / Dave Lathers, Assistant City Attorney

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

CM Marcano mentioned that the backup states a difference of 32.5% but M. Brown said 25%. M. Brown clarified that 32.5% is correct. CM Marcano said that there are

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

proprietary pieces of equipment, and the vendor doesn't allow other companies to serve. He added that there are other companies such as International Dioxide that produce sodium chloride. He asked if the markup is common through other providers of the chemicals. M. Brown explained that it is calcium carbonate and added that there are increases of up to 88% and the contract they have now are included in those with smaller increases.

CM Marcano said that the vendor also has proprietary equipment in addition to the chemical compound. He asked if there are long-term vulnerabilities from continued price increases given that they use a sole source provider. He asked if they could transition towards a more competitive bid. M. Brown clarified that there are only a select few vendors with the specialized equipment used in water utilities.

Mayor Pro Tem Bergan pointed out that the other vendor that can provide the chemical is unable to provide the maintenance service on the equipment. M. Brown added that sometimes the chemical delivery is from the equipment maintenance if there is a cost saving.

Motion by Marcano, second by Bergan to approve item 9a with a waiver of reconsideration.

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

9.b. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to BT Construction, Inc., Henderson, CO in the amount of \$20,570,000.00 for the First Creek Interceptor Segments 1B, 1C, 1D Bid Package 1 Project, Project No. 5858A.**

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

9.c. **Consideration to AWARD A CHANGE ORDER TO A COMPETITIVELY BID CONTRACT with J.R. Filanc Construction Company, Inc., Denver, Colorado in the amount of \$270,387.84. for the Large Valve Rehabilitation Project, Project No. 5790A.**

Dean Bedford, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

9.d. **Consideration to AWARD WORK PACKAGE NUMBER TWO of the Griswold Water Purification Facility Solids Handling Improvements Project Phase 2 to Garney Companies, Inc., Littleton, Colorado in the amount of \$17,200,000.00.**

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

- 9.e. **Consideration to amend an OPENLY SOLICITED CONTRACT in the amount of \$18,137.00 with CH2M Hill Engineers, Inc., Englewood, Colorado for the Large Valve Rehabilitation Task 2 Project.**

Dean Bedford, Principal Engineer / David Lathers, Senior Assistant City Attorney

- 9.f. **Consideration to AMEND AN OPENLY SOLICITED CONTRACT with HDR Engineering, Denver, Colorado in the amount of \$1,028,800.00 for the First Creek Interceptor Segments 1B, 1C, & 1D Project, Project No. 1988.**

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

- 9.g. **Consideration to AWARD CHANGE ORDER NO. 3 to a competitively bid contract to Peak Environmental, Denver, Colorado in the amount of \$20,303.00 for the Fitzsimons Barrack Abatement and Demolition Project, Project No. 5850A.**

John Perkins, Public Works Senior Project Manager / David Lathers, Senior Assistant City Attorney

- 9.h. **Consideration to AWARD A NO-COST, OPENLY SOLICITED contract to M&M Auto Reconditioning Inc., Aurora, Colorado for Vehicle Storage Lot Services, RFP R-2141**

Michael Ninceheler, Vehicle Impound Supervisor, Police / Dave Lathers, Senior Assistant City Attorney

- 9.i. **Consideration to AWARD A SINGLE SOURCE CONTRACT to BearCom, Garland, Texas, in the not-to-exceed amount of \$306,794.15 for installation of station tone and alerting system at five Fire Stations through June 30, 2023.**

Mathew Wasserburger, Manager of Business Services Fire / Dave Lathers, Senior Assistant City Attorney

- 9.j. **Consideration to award \$3,574,804.00 to McDade-Woodcock Inc., Loveland, CO for N.C.W.F Electrical Phase II**

Consideration to AWARD A COMPETITIVELY BID CONTRACT in the amount of \$3,574,804.00 to McDade-Woodcock, Inc., Loveland, Colorado for the North Campus Well Field Electrical Phase Two Panel Upgrade Project, Project No. 5887A with \$500,000.00 to be funded and awarded in 2022.

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

- 9.k. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to KUBL Group, Fort Collins, Colorado in the amount of \$258,710.00 to upgrade the existing cell management control system at the Aurora Detention Center.**

Candace Atkinson, Director of Courts and Detention / Dave Lathers, Senior Assistant City Attorney

Motion by Gardner, second by Bergan to approve the consent calendar items 9b through 9k.

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

10. **RESOLUTIONS**

- 10.a. **Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue**

R2022-147 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR MURPHY CREEK AT YALE AND JEWELL AVENUES

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney II

Sarah Young, Deputy Director of Planning and Engineering, provided a summary of the item.

CM Sundberg mentioned that a constituent expressed concern about the well-being of the wells. He asked if they will be affected. S. Young explained that the project is for stormwater conveyance and not the installation of wells and stressed that no existing wells will be affected by the project.

MPT Bergan asked if Mile High contributed in partnership with the city. S. Young said that they had an original contribution, but they have identified additional funding to allocate to the project.

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

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

- 10.b. **13th Amendment Regarding Drainage Flood Control Improvements for First Creek Detention Upstream of I-70**

R2022-148 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE THIRTEENTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR FIRST CREEK DETENTION UPSTREAM OF I-70

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney II

Sarah Young, Deputy Director of Planning and Engineering, provided a summary of the item.

CM Coombs called for a point to order. She said that the individual, Ms. Bonnie Rader, that was trying to provide testimony for item 10a was not able to access the call-in line. K. Rodriguez said that she was not able to see her on the screen. CM Coombs asked if there is still an opportunity for Ms. Rader to speak. Mayor Coffman said that she will not be able to because the vote has already been cast. MPT Bergan added that council members received an email from Ms. Rader.

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

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

10.c. Purchase and Sale Agreement for shares of stock from the Western Mutual Ditch Company

R2022-149 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONTRACT FOR PURCHASE OF WESTERN MUTUAL DITCH COMPANY STOCK FROM FLORENCE J. ANNAN

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney II

Alexandra Davis, Deputy Director of Water Resources, provided a summary of the item.

Motion by Lawson, second by Zvonek to approve item 10c.

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

10.d. Ratifying the Purchase of Water Rights owned by Castle Pines North Metropolitan District

DRAFT

R2022- 150 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, RATIFYING THE PURCHASE OF WATER RIGHTS OWNED BY CASTLE PINES NORTH METROPOLITAN DISTRICT

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney II

Alexandra Davis, Deputy Director of Water Resources, provided a summary of the item.

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

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

10.e. Share Stock from Platteville Irrigating & Milling Company and 400 acres of land from Miller Family Farm, LLC.

R2022-151 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING PURCHASE AND SALE AGREEMENT FOR WATER RIGHTS AND REAL PROPERTY FROM THE MILLER FAMILY FARM, LLC

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney II

Alexandra Davis, Deputy Director of Water Resources, provided a summary of the item.

Motion by Coombs, second by Sundberg to approve item 10e.

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

10.f. 1521 Dayton Street Lease

R2022-152 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF AURORA AND AURORA ECONOMIC OPPORTUNITY COALITION

Outside speaker: Reid Hettich, Board Treasurer, Aurora Economic Opportunity Coalition

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

Reid Hettich, Board Treasurer of the Aurora Economic Opportunity Coalition, provided a summary of the item.

Mayor Pro Tem Bergan asked if the lease is for a three-year term of \$10 a year. R. Hettich confirmed this. MPT Bergan mentioned that there were not a lot of activities involving day laborers during the pandemic. R. Hettich clarified that the day laborers were there, and the transactions took place. However, they were not allowed to do the training inside and did the activities in the parking lot instead. MPT Bergan asked if the training will now resume. R. Hettich said yes.

CM Medina mentioned that he also sits on the AEOC Board.

M. Gardner said that there is an amendment to Section 8.6 of the lease which should read that hours are from 8 AM to 5 PM.

Motion by Murillo, second by Marcano to approve item 10f.

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

10.g. Citadel on Colfax Business Improvement District Board Vacancy Appointment

R2022- 153 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING A MEMBER OF THE BOARD OF DIRECTORS OF THE CITADEL ON COLFAX BUSINESS IMPROVEMENT DISTRICT

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

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

Motion by Gardner, second by Coombs to approve item 10g.

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

10.h. Reimbursement Agreement Between the 7/20 Foundation and the City of Aurora, Colorado, and Other Related Matters

R2022-154 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA COLORADO, APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE 7/20 FOUNDATION AND THE CITY OF AURORA, COLORADO, AND OTHER RELATED MATTERS

Sponsor: Ruben Medina, Council Member

Terri Velasquez, Finance Director / Hanosky Hernandez, Senior Assistant City Attorney

CM Medina provided a summary of the item.

CM Murillo thanked CM Medina for his leadership on this item. She mentioned that the city has been working with the foundation for several years to celebrate and honor the memorial but reimbursing them for the cost did not evolve into a conversation.

Motion by Bergan, second by Medina to approve item 10h.

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

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

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

11.a. **Green Valley Ranch East Metropolitan District Nos. 6-14**

2022-43 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THE DISTRICTS

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

Mayor Coffman opened the public hearing.

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

Council heard public call-in testimony.

CM Jurinsky asked if the staff supports the project. C. Dancy clarified that staff does not give recommendations for approval and denial. CM Coombs asked if the applicants are told to tailor the amounts of debt service they are requesting to the specific improvements and specific parcels. She also asked if they should be required to talk about the broader set of parcels and not just the director parcels per district. C. Dancy said that they currently do not require any type of accounting or line-by-line estimation.

Jennifer Ivey, General Council for Districts 6 through 8 and Counsel for proposed Districts 9 through 14, gave a brief presentation.

CM Coombs said that it seems like the intent behind asking for that amount is to avoid the need to come back with amendments as there is actual detail about the ability to pay the parcels included and excluded in the district. J. Ivey confirmed this.

DRAFT

MPT Bergan asked if it would be mixed-use residential and commercial for the districts. J. Ivey said yes. MPT Bergan asked if they are also looking at infrastructures such as roads for residential and commercial, and drainage when issuing debt. J. Ivey confirmed this. MPT Bergan asked if their mill levy term for 40 years. J. Ivey answered that it is 50 years under the ARTA model service plan.

CM Marcano asked if it would be possible for the applicant to provide a more fleshed-out plan. Based on the presentation given at Study Session by Mr. Matisse, the expected amount of debt is \$130 million to \$150 million. However, the applicants are asking for \$4 billion as the maximum amount of debt and they are using parcels as placeholder districts. J. Ivey explained that they are not able to provide a more fleshed-out plan as there are delays in the development processes.

Mayor Pro Tem Bergan asked if all information is disclosed to homeowners. J. Ivey said yes.

CM Marcano asked if the project complies with the model service plan previously in place but not the current plan. C. Dancy confirmed this. CM Marcano pointed out that **the bulk of the plan doesn't comply with the model service plan, but they are** including the disclosure component from the current plan. J. Ivey explained that the proposal follows the ARTA model service plan.

MPT Bergan asked who takes the risk if the loan is not paid back. J. Ivey answered that the debt holder, who may or may not be the developer, will be taking the risk.

Mayor Coffman closed the public hearing.

CM Coombs expressed concern regarding the 50-year term being extended to **everyone in ARTA, which was originally an exception to the city's model service plan** of 40 years. They are adding years of debt service that would result in interest payments for residents, businesses, and those moving into the district. She also expressed concern regarding the director districts, inclusion boundaries, and the amount of debt. She said that it would go up to \$72 billion and they are beyond what was recommended by the Home Builders Association regarding debt per home within a metro district. CM Coombs said she understands the need for flexibility, but it undercuts the requirement of having transparency because they are not seeing what the money is being spent on. She added that it undercuts the financial responsibility of ensuring that financial plans are clear, and they can see that the money will be paid back. She expressed her opposition to the proposal.

CM Marcano urged a no vote on the proposal. He requested a more concrete plan. He stressed that the proposal is an example of taxpayer-backed speculative development.

Motion by Gardner, second by Zvonek to approve item 11a.

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

Voting Nay: Coombs, Marcano, Medina, Murillo

12. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

12.a. **Kings Point South Metropolitan District No. 3**

R2022-155 A PUBLIC HEARING FOR A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THE DISTRICT

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

Mayor Coffman opened the public hearing.

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

MPT Bergan asked if there is a commercial district that would be coming forward. C. Dancy said no. CM Coombs asked if this is the portion of development that will include a golf course. C. Dancy said that plan is from a separate development group and master plan.

Mayor Coffman closed the public hearing.

CM Marcano mentioned there would be almost \$84,000 in debt per household considering 1,190 people constitute 298 households. He said that \$40,000 to \$60,000 per household is considered a reasonable amount to build out the infrastructure and amenities. He expressed there is a lack of specificity in the plan, and it is double the amount. CM Sundberg said the average homeownership is about 7 to 9 years which will spread out the debt over several households over a few decades. CM Coombs said the recommendation was for \$40,000 to \$60,000 per home and not per homeowner.

Motion by Bergan, second by Jurinsky to approve item 12a.

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

Voting Nay: Coombs, Marcano, Medina, Murillo

12.b. **Eastern Hills Metropolitan Districts Nos. 21-23**

R2022-156 A PUBLIC HEARING FOR A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SERVICE PLAN FOR EASTERN HILLS METROPOLITAN DISTRICT NOS. 21-23 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THE DISTRICT

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

Mayor Coffman opened the public hearing.

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

CM Zvonek asked what percentage of the debt that is authorized is issued. C. Dancy **said that when it goes to the bond market, it is out of the staff's hands.** She mentioned that they could gather information on this. CM Zvonek stated that it would be helpful to know that number since the total issued is not necessarily what is authorized.

CM Coombs pointed out there is a section that is part of a future inclusion area. She asked why the section was excluded from the initial boundary. C. Dancy mentioned that Districts 1 through 21 are already existing. Nicole Paikoff, the applicant representative, said that the initial boundaries encompass most of what is shown in the future inclusion area so districts can have the flexibility to change their boundaries if necessary. CM Coombs asked if there is any sense of what is contemplated for the area. N. Paikoff said there are residential developments in that area.

MPT Bergan asked for further clarification regarding the infrastructure such as roads, sewers, and a bridge. N. Paikoff confirmed these.

Mayor Coffman closed the public hearing.

CM Coombs said they need a conversation regarding the actual debt issuance and the reasons for approving issuance more than what will be issued. She added that a later discussion about what will get built is not a good justification for approving more debt. MPT Bergan **pointed out they currently don't know what will be issued.** She added that the service plan is there to give flexibility and then they will come back with what the bond market approves.

CM Zvonek said they should be mindful that there are additional guardrails for homeowners and there is a cap of 50 mills and the number of years the debt can be paid back. These will be put into consideration as they determine how much debt they will be taking. CM Coombs said there is a possibility of overriding the 50 mill cap in certain circumstances as per the model service plan. She added it would be helpful to get information about the frequency and how much it is on average.

Mayor Coffman asked what conditions would allow for the 50-mill cap to be circumvented. CM Zvonek said it requires a vote of the residents **since it's a mill levy** override and it is a tax increase. CM Coombs mentioned they might also get data on Metro District election turnout.

CM Marcano stressed they should have something more in-depth than a high-level idea or something that demonstrates the actual plan and the likelihood to pay the debt that will be issued. He highlighted there will be \$130 million of debt for 5,000 residents equaling \$120,000 per rooftop. He said they are engaging in taxpayer-backed speculative development.

DRAFT

Motion by Gardner, second by Sundberg to approve item 12b.

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

Voting Nay: Coombs, Marcano, Medina

Absent: Murillo

12.c. Transfer a Certificate of Designation for Biomedical Waste Treatment

R2022-157 A PUBLIC HEARING FOR A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING A CERTIFICATE OF DESIGNATION FOR TRILOGY MEDWASTE TO ALLOW THE TRANSFER OF TITLE FOR AN EXISTING OZONE MEDICAL WASTE PROCESSING FACILITY LOCATED AT 3131 OAKLAND STREET, AURORA, COLORADO

Karen Hancock, Principal Planner / Daniel L. Money, Senior Assistant City Attorney

Mayor Coffman opened the public hearing.

Karen Hancock, the Principal Planner, provided a summary of the item.

Mayor Coffman closed the public hearing.

Motion by Gardner, second by Marcano to approve item 12c.

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

Absent: Murillo

12.d. Landmark at Town Center Site Plan

A PUBLIC HEARING TO CONSIDER AN APPEAL BY AN ABUTTING PROPERTY OWNER OF THE PLANNING DIRECTOR'S APPROVAL OF THE LANDMARK AT TOWN CENTER SITE PLAN

Daniel Osoba, Planner II / Daniel L. Money, Senior Assistant City Attorney

Mayor Coffman opened the public hearing.

Daniel Osoba, Planner II, provided a summary of the item.

Diana Rael, from Norris Design, presented on behalf of the applicant.

David Sapp, the appellant, gave a brief presentation with his concerns.

Council heard public in-person testimony.

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

MPT Bergan asked when the zoning was moved from commercial to R2 to MUR. D. Osoba responded. MPT Bergan asked what the density is for MUR. D. Osoba said that there is no maximum density in the MUR and added that it was never rezoned to R2.

MPT Bergan asked for confirmation regarding parking. D. Osoba confirmed that it is one parking space per unit per the code. MPT Bergan said that they should change this since two adults with children may need at least two cars. She asked if a traffic signal would be warranted with increased traffic. Carlie Campuzano, Traffic Manager, **explained that it currently doesn't meet** the requirements for a signal.

MPT Bergan asked for clarification regarding the 459 total parking spaces. D. Rael clarified. MPT Bergan asked if the trees and shrubs would be for buffer. D. Rael confirmed this.

CM Sundberg asked how soon the signal can be put up since the city has agreed to it already. C. Campuzano said that they are proceeding with designs and surveys which will take six months.

CM Coombs asked what is being done concerning traffic calming or streetscape to ensure safety and the perception of safety for active transportation uses. She mentioned that densification is beneficial since it increases multimodal and decreases greenhouse gas emissions. D. Rael responded.

CM Coombs mentioned it takes two hours for people to walk to get groceries and over an hour to walk to restaurants. She asked what the plans are for increasing access to services and employment in the area. D. Rael responded.

CM Coombs mentioned they have been hearing the need for rooftops for years. However, retailers are still not there despite them being built. She said densification is an opportunity to address water use. She asked if they are participating in the Multi-family Water Conservation Program with Aurora Water. She asked what else is being done to conserve water in the project. D. Rael said that Landmark Companies is working on the tap sizing and ensuring that the project will be water usage efficient.

CM Lawson asked what recent traffic study was done. She mentioned the applicant gave examples of what they will do to possibly slow down traffic. However, there are concerns regarding traffic due to the number of residents and all new developments. D. Rael said that a traffic compliance letter was done when the master plan or framework development plan was amended in 2021.

CM Marcano asked why there will be no roundabout. D. Rael said that it would be difficult to retrofit since the intersection already has established fencing, lots, and housing. C. Campuzano confirmed this. CM Marcano said he understands the cost implications. He stressed he wants the city to be more assertive in this since **transportation infrastructure improvement would address constituents' concerns.**

CM Marcano mentioned the area is a high-income food desert with few amenities. He asked if the necessary amenities for nearby residents will be provided. D. Rael said

that the size of the site is not ideal for grocery-anchored retail and mentioned other areas for opportunities.

CM Jurinsky expressed concerns regarding public safety. She said that is part of Aurora where the site requires a District 4 Police Station, but the APD is understaffed. She asked how they keep absorbing development without being able to hire more officers. Jason Batchelor, Deputy City Manager, explained they are working towards getting the APD fully staffed through the public safety plan. CM Jurinsky said that officers mentioned that it takes more than 45 minutes to respond to calls in the area because of staffing issues. She asked when they will look at some projects and try to prioritize given that the APD is understaffed.

CM Sundberg commended Mr. Sapp for his research and for his work in bringing an appeal. He mentioned they previously had lunch and CM Sundberg indicated he will approach the developer to see if tailoring can be done. He mentioned the developer addressed concerns regarding the project having four stories by making a change and losing several units to make it only three stories. CM Sundberg commended the applicant for being involved in the community engagement process. He added that the Aurora One project is coming in for retail and mixed-commercial use about a half-mile walk from the site. He mentioned if there is retail in the area, there would be a two-thirds increase from the multifamily. He said if people are heading from the north, you will see retail, the data center, the big tower, industrial-looking buildings, three-story apartments, townhomes, and duplexes.

MPT Bergan mentioned that all the requirements are met for zoning and the code. She asked if they are required to follow the guidelines of the code. She asked why it was approved administratively with the minor adjustment. Staff stated that it was approved administratively since the code allows the subarea to do administrative approval.

MPT Bergan **asked for clarification regarding the Council's role.** Staff explained their role.

MPT Bergan asked if there is a risk to the city if the plan is denied. Staff explained that from approval or denial, there would be a 106 hearing and the court will decide **if the council's decision is arbitrary or capricious when they decided without going by the code criteria.**

Mayor Coffman closed the public hearing.

MPT Bergan thanked the residents for voicing their opinions and the applicant for talking about the project. She said it is difficult to decide by going according to the code and approved zoning without necessarily knowing the impact on current residents. She suggested looking into the UDO and potentially making changes.

Motion by Gardner, second by Zvonek to approve item 12d.

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

Voting Nay: Coombs

13. **INTRODUCTION OF ORDINANCES**

13.a. **Gun Club at Windler Street Vacation**

2022-44 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE PUBLIC RIGHT-OF-WAY FOR A PORTION OF GUN CLUB ROAD, WHICH RUNS SOUTH TO NORTH THROUGH SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (GUN CLUB ROAD AT WINDLER RIGHT-OF-WAY VACATION)

Ariana Muca, Planner I / Daniel L. Money, Senior Assistant City Attorney

Ariana Muca, Planner I, provided a summary of the item.

Motion by Jurinsky, second by Bergan to approve item 13a.

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

13.b. **Sales and Use Tax Exemption Direct Government Fees**

2022-45 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING ARTICLE II OF SECTION 130 OF THE CITY CODE EXEMAYOR Pro Tem BerganING CERTAIN FEES FROM SALES AND USE TAX

Sponsor: Dustin Zvonek, Council Member

Jeffrey Edwards, Manager of Tax / Hanosky Hernandez, Senior Assistant City Attorney

CM Zvonek and Jeffrey Edwards, Manager of Tax, provided a summary of the item.

Motion by Zvonek, second by Jurinsky to approve item 13b.

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

13.c. **Enacting Section 138-191 of the City Code Pertaining to the Use of Turf and Ornamental Water Features**

2022-46 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ENACTING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

Sponsor: Mike Coffman, Mayor

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

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

Mayor Coffman provided a summary of the item.

Council heard public call-in testimony.

Marshall Brown, General Manager, Aurora Water, provided a summary of the item. **He explained that Subsection 5B is supposed to indicate "500 square feet" instead of 750 to be consistent with the prior subsection.**

MPT clarified that the motion to approve would include the change to 500 square feet.

Discussion on the first Gardner Amendment

CM Gardner proposed his first amendment requiring an economic study to determine the impact of the ordinance on water usage, home values and prices, home construction, and adoption of similar ordinances by other jurisdictions. The economic **study will be presented to the City Council within 39 months of the ordinance's effectiveness.** In the absence of a reauthorization vote, the ordinance shall expire after 42 months.

Mayor Coffman said that the amendment presupposes that there is no prolonged drought and climate change emergency. He suggested that the leadership of the Water Policy Committee can look into the ordinance and see if modifications are necessary. He urged for a no vote on the amendment. **CM Gardner pointed out that Aurora can't solve climate change on its own and water issues will continue if Aurora is the only municipality that adopts the ordinance.** He mentioned that home values will go up making it less affordable for residents in the **city. He said that there shouldn't be any concern with doing a study if the ordinance works as it should.**

CM Coombs commented that home values will keep rising no matter what and it would be misguided to attribute those to a water-related ordinance. She expressed concern about the timeline of the study. She explained that projects that will be built in two years are getting approved now and will not have the ordinance apply to them. Given this, the results will not be accurate. She highlighted that other municipalities such as Castle Rock are also considering this. She added that they should look at whether a sunset would make sense based on the study rather than having an automatic study. She suggested pushing the study timeline to a later date. CM Gardner hopes that other municipalities will adopt the ordinance. He stated Aurora will have less supply of homes if homes are not built in the city. This will then cause and increase in house prices in the city. He clarified that the increase in value is not solely attributed to the ordinance, but it can be a factor. He stressed that they need to understand the impact of the ordinance on the city and they have a responsibility to ensure affordable housing for residents.

CM Lawson asked to look into how they are growing and make sure that they will be able to keep up with capacity in the future. She mentioned that they keep building and contributing to sprawl instead of going up in density. M. Brown agreed that the city cannot continue to grow as it has in the past. Otherwise, it will run into a limited water supply.

CM Marcano mentioned that the land issue is one of the largest issues regarding growth and sustainability for Aurora. He pointed out the proposed ordinance is for resiliency which will allow Aurora to adapt to the climate reality. He supports the study. However, he expressed a strong objection to the sunset clause.

CM Gardner accepted this as a friendly amendment.

Discussion on the second Gardner Amendment

CM Gardner proposed that site plans approved prior to January 1, 2023, and site plans submitted prior to the adoption of the ordinance are exempt. He explained that this will ensure that developments that have their site plans are not forced to re-do them if the staff does not approve the plans by January 1st. He pointed out the concerns regarding delays in the site plan reviews.

Mayor Coffman said the amendment guts the proposal. He explained that the projects approved by the end of 2022 are going to be built in the next two years.

CM Gardner asked what good faith efforts the city will do to ensure that if a developer put in a site plan today but was not approved by January 1st need not make significant changes. He agreed there are old site plans that this amendment may not be applied to. Jeanine Rustad, the Director of Planning and Development Services, recommended that changes be applied for applications filed after the date of effectivity. J. Batchelor clarified that as long as the project is in progress before the effective date, then it would process under the current rules.

MPT Bergan asked if they are now saying that the deadline is October 1. J. Batchelor said that is roughly the effective date of the ordinance. CM Gardner said it is not clear since it would mean that the application will be under the current rules if it is in by October 1st regardless of approval status on January 1st. He asked why the wording states that the development must be approved before January 1st. M. Brown explained that the intent was to have an approved site plan by January 1st. He added that there are required timeframes for reviews. He said that if the plan is submitted today, it will get through the process with all the guidelines and requirements in place by January 2023. However, it cannot be just a pending draft site plan, which is why the language referred to approved site plans.

Mayor Coffman said people will circumvent these requirements by possibly submitting the back of a napkin by January 1st and not needing to follow the guidelines of the proposed ordinance. He stated that those who vote for the amendment as it is drafted should vote against the bill.

CM Coombs expressed concern regarding a rush of applications. She said they were planning to mitigate this by having the approval deadline and an option for the Planning and Water Directors to give exceptions. She said there may be a rush of developments coming in before the effective date. She suggested that applications submitted before the second reading be exempt instead of the 30-day publication period.

DRAFT

CM Gardner agreed and accepted this as a friendly amendment.

CM Gardner said he appreciates the discussion about good faith review. However, if it is not written in the ordinance, then there is no requirement to follow it.

CM Marcano asked how the pending ordinance doctrine interferes with this. D. Brotzman explained they are now defining the date, which is now the second reading.

CM Coombs asked for confirmation if this amendment prevents the rush of applications. M. Brown said that the January 1, 2023 date gives people time to get their plans submitted and into the process. He explained it does not allow for people to give a placeholder to avoid complying with the ordinance.

CM Coombs asked if staff would prefer setting a submittal date rather than an approval date in the ordinance. J. Batchelor said it would not put the burden on the review and approval staff. Should they opt for the January 1st deadline, consultants may be needed to review submittals over the Thanksgiving holiday. He explained that the site plans are a 12 to 16-week process which depends on both staff and the developer.

MPT Bergan asked if the full submittal is for 12 or 16 weeks. J. Batchelor clarified that larger site plans require 16 weeks. Otherwise, it would be 12 weeks. MPT Bergan said that if they follow the January 1st deadline, site plans must be submitted by September 1st. B. Cammarata said the process is dependent on the complexity of proposals and predefined guidelines. J. Batchelor explained that it would not matter whether the applications are not approved by January 1st if they use the submittal date in the ordinance.

MPT Bergan asked if CM Gardner would like to change the language of his amendment. CM Gardner said it is frustrating that they are already on the floor yet are still having this conversation. He added there should have been appropriate stakeholder engagement on the ordinance. He clarified he is okay with the staff recommendation to exempt site plans submitted to the city before the effective date of the ordinance.

Mayor Coffman asked if there is a difference between saying a site plan submittal versus a full site plan submittal. J. Rustad said they can add qualifying language stating, "...a complete site plan application submitted before the effective date." K. Rodriguez said that the effective date of the ordinance is on September 24, 2022.

Ian Best consulted with J. Batchelor and D. Money and stated that it may be best to use the effective date of September 30th to ensure clarity.

MPT Bergan said that they are shortening the date and making it worse for applicants. CM Gardner explained this allows them to go beyond the January 1, 2023 date and still get approved compared to the hard cut-off. MPT Bergan said that they are going to have a rush of applicants and **requested to vote on CM Gardner's second amendment.**

DRAFT

MPT Bergan said that she supports the ordinance but feels it is not well written since they are putting the burden on homeowners for their yards. She mentioned there are other areas such as parks, common areas, and the great lawn that use a lot of water and have a big amount of turf. She added that they should have collaborated to ensure effectiveness. She mentioned she is glad to have a study to see the impact on water usage.

Mayor Coffman explained this proposal is only one part of the effort. He mentioned there will be one effort wherein the city will look at all existing properties to identify what they can do in terms of the functionality of turf. He mentioned they may enhance incentives to encourage homeowners to make the conversion. MPT Bergan said it is hypocritical that the city is not doing anything at this point but wants to take the lead on this and for others to follow suit. However, she said that she will still support the proposal.

CM Marcano clarified that the city has already been taking steps to reduce water usage. He mentioned they previously approved reworks of city-owned property to reduce non-functional grass. **He said the proposal is consistent with the city's efforts.** However, the water crisis has dramatically accelerated. He added he is supportive of the next steps. He stressed he wants to see the city fully support the conversions since it is not optional, but mandatory in order to face the climate reality. He said they should not be penalizing homeowners for making necessary transitions. He expressed his support for the ordinance.

Motion by Coffman, second by Marcano to approve item 13c.

Motion by Gardner, second by Bergan to approve the first Gardner Amendment which states: (11) Three years after the effective date of this ordinance, the City Manager shall have a third-party economic study conducted to include at least the following elements:

- Impact of this ordinance on water usage in the City of Aurora
- Impact of this ordinance on household water rates in the City of Aurora
- Impact of this ordinance on home values & prices in the City of Aurora
- Impact of this ordinance on new home construction in the City of Aurora
- Adoption of similar ordinances by other jurisdictions within the Denver metropolitan area

The results of this economic study shall be presented to City Council within 27 months of the effective date of this ordinance.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Marcano, Murillo, Zvonek

Voting Nay: Coombs, Medina, Sundberg

Motion by Gardner, second by Zvonek to approve the second Gardner Amendment which states: (a) Exemptions. Developments with a complete site plan application submitted to the City prior to the date of September 30, 2022, are exempt from this section.

DRAFT

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

Motion by Coffman, second by Marcano to approve item 13c as amended.

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

14. **FINALIZING OF ORDINANCES**

Ordinances on final reading which were introduced by unanimous vote of those present on the first reading may be taken under consideration and voted upon as a single item. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk. Any member of the Council may request an item to be considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Finalizing of Ordinances.

14.a. **Kum and Go Convenience Store and Fueling Station Zoning Map Amendment**

2022-42 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING A PARCEL OF LAND MEASURING 2.99 ACRES, MORE OR LESS, AT THE SOUTHWEST CORNER OF EAST MISSISSIPPI AVENUE AND SOUTH KENTON WAY FROM MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2) TO MIXED-USE CORRIDOR DISTRICT (MU-C) AND AMENDING THE ZONING MAP ACCORDINGLY (KUM AND GO ZONING MAP AMENDMENT)

Rachid Rabbaa, Planner I / Daniel L. Money, Senior Assistant City Attorney

Brandon Cammarata, Planning Department, provided a summary of the item.

CM Coombs mentioned that the signs for the hearing were blocked by construction. She expressed concern that there was no adequate and effective notice to the community. She added she is concerned they are not looking at gas station drainage and its contamination impacts. She said this is not the highest and best use for the site as there are already several gas stations and grocery stores near it. She stressed there is a desperate need for housing. CM Marcano asked if there will be a site plan to come. B. Cammarata said the Planning Commission conditionally approved a site plan for the gas station. If the re-zone is approved, then they will finalize the entitlement.

MPT Bergan agreed with CM Coombs that there is a proliferation of gas stations. She asked if there are any restrictions on gas stations in terms of distance. B. Cammarata explained they have limitations at intersections. MPT Bergan asked if they allow two quadrants to have auto-related uses for the two directions of traffic. B. Cammarata said they are ensuring that commercial activity is diverse.

CM Marcano said there is a need for mixed-use development. However, Ward IV desperately needs housing. He added that the site is next to a major retail center and other gas stations. He mentioned he likes the MUC zoning better than the R2 as it allows for better use of land. CM Marcano urged a no vote because there are already several gas stations, and the parcel of land can be used for other essential purposes. He mentioned there may be an issue with how the city approaches development since another developer has not yet proposed an alternative for the site. He suggested giving incentives for people to build amenities that the residents are asking for. He added that gas stations will also contribute negatively to the climate reality.

CM Zvonek said the incentives for developers come from the free market and **consumers. He said they don't need** the government to tell people where to put amenities or pay them to develop. He stressed that businesses understand the market and consumers and build things accordingly. CM Marcano commented that the free market will cover the city with gas stations and sprawl if left unmanaged. He said this will be economically and environmentally unsustainable. He pointed to East Aurora which has high-income food deserts, no amenities, and infill that is getting wasted on low-use and low-value developments.

MPT Bergan asked if there are applications for housing on the parcel. B. Cammarata said no.

Motion by Gardner, second by Medina to approve item 14a.

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

Voting Nay: Coombs, Marcano, Medina, Murillo

15. **PLANNING MATTERS**

16. **ANNEXATIONS**

17. **RECONSIDERATIONS AND CALL UPS**

18. **GENERAL BUSINESS**

18.a. **Consideration to Appoint Two (2) Members to the Cultural Affairs Commission**

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

Motion by Coombs, second by Marcano to appoint DeVonne Austin and Brian Lauro to the Cultural Affairs Commission.

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

18.b. **Consideration to Appoint One (1) Member to the Veterans Affairs Commission**

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

MPT Bergan asked for clarification regarding the applicant's ward. K. Rodriguez said that the applicant did not fill out that portion.

Motion by Medina, second by Sundberg to appoint Tyler Hansen to the Veterans Affairs Commission.

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

19. **REPORTS**

19.a. **Report by the Mayor**

Mayor Coffman announced he has a Town Hall meeting at Mission Viejo Library from 2 to 3:30 PM to discuss motor vehicle theft, homelessness, and water conservation.

19.b. **Reports by the Council**

CM Lawson stated that the Senate has released their appropriations bill and neither of the city's earmark requests (i.e., Aurora Water waterline replacement and MLK Library improvements) was included. However, they were included in the House bill which passed. She mentioned they are still well positioned to have both projects funded despite not making it to both versions of the appropriations bill. The final passage of the appropriations package is in December. CM Lawson announced that the senate passed the Reconciliation Bill and the House plans to take it up on Friday. The bill includes tax, healthcare, and climate provisions. Meetings with the state delegations are being done in preparation for the 2023 session. Departments are in the process of submitting their proposals for state and federal priorities. The Ad Hoc Subregional Forum Executive Committee met and approved 12 projects submitted for the DRCOG Transportation Improvement Program (TIP) funding to be presented to DRCOG for Fiscal Year 2022 through 2025 funding. Aurora submitted the Sidewalk Multimodal Access Improvements Project and the Smith Road Multimodal Improvements which will be funded. The Committee also approved the transfer of Ad Hoc Subregional Funding Allocation of \$992,000 to the Arapahoe Subregional Forum for the south segment of Bennett, Kiowa Creek Trail South Segment, etc. CM Lawson attended the Global Youth Leaders Pipeline Program and answered questions from the youth. She also attended the Pride Fest at the Aurora Reservoir which had over 5,000 attendees.

CM Jurinsky announced the At-Large Town Hall will be held on August 25th at 6 PM at the Beck Recreation Center. She encouraged everyone to donate to the go-fund-me page for Corina Lyman whose husband, Jason Lyman, was killed in Aurora while walking their dogs. She extended her condolences to El Paso County Sheriff's Office for the loss of Deputy Andrew Peery.

CM Murillo announced that her Town Hall will be on August 25th at 6 PM.

CM Sundberg stated he joined Encounter Church and sponsored the purchase of backpacks. He announced that Shop with a Cop was very positive and was covered by Channel 4 News. He mentioned that the National Night Out was a success and he manned the grill for bratwursts and sponsored a band. CM Sundberg met with The Boring Company regarding opportunities near DIA and tunneling. He will be going to the Kroger Distribution Center with STEM and robotics students to see the hive which consists of hundreds of robots. His next Town Hall will be in September with discussions on plumes with the EPA, the 1,4 dioxane problem, and the threat of PFAS.

CM Medina went to the National Night Out and said it was well attended. His previous Town Hall had discussions around the Havana Area. He mentioned they will try to get CDOT and City Planning together to look at issues on vehicles hitting people's houses **which almost killed a resident's daughter.**

CM Marcano attended the Global Youth Leaders Event. He mentioned that the future is bright thanks to the youth. He announced the next Ward IV meeting will be on August 11th at 6:30 PM at the Colorado Early College. The meeting will touch on the **city's criminal legal system and there will be a presentation from Mr. Doug Wilson.** The next Family Safety Check Event is on August 13th from 11 AM to 3 PM at the JCPenney parking lot at the Aurora Mall. Residents can get help with car seats, steering wheel locks, gun locks, and prescription drug disposal bags. He added they are in partnership with the Colorado State Patrol which will provide stickers that will chemically brand catalytic converters.

CM Coombs announced her next Town Hall will be on August 16th at the Heather Gardens with topics on multimodal transportation and sustainable development. Her quarterly Saturday Town Hall will be on August 20th at 10:30 AM at the Mission Viejo Library to talk about the water crisis, water policy, and conservation. She encouraged people to attend the Global Fest on the same day at 11 AM. She attended the Global Youth Leaders Program. CM Coombs also attended the Local Progress National Convening which had sessions on multimodal transportation and building power with the community. She presented at a session about the Cannabis Policy and social equity. CM Coombs will participate in the Water Education Colorado Water Fluency Program on August 10th.

Mayor Pro Tem Bergan attended the HBA 2022 Housing Summit, the National Night Out, the Ward Re-districting public meeting, and Aurora Pride. She also attended the Visit Aurora Beach Party and spoke to 80 planners to hopefully bring business into Aurora. She said they had a very productive meeting for the first opioid settlement **government meeting. She extended her condolences to Deputy Andrew Peery's family.** She mentioned that there were three homes lost to a fire in her ward. She thanked AFR for their response and the provision of resources to the families. MPT Bergan announced they adopted a new dog named Carter.

Council Members Gardner and Zvonek did not have reports.

DRAFT

20. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of the City Council.

MIKE COFFMAN, MAYOR

ATTEST:

KADEE RODRIGUEZ, CITY CLERK



CITY OF AURORA

Council Agenda Commentary

Item Title: Public Invited to be Heard on the 2023 Budget
Item Initiator: Greg Hays, Budget Officer
Staff Source/Legal Source: Greg Hays, Budget Officer
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Public Invited to Be Heard on the 2023 Budget

Greg Hays, Budget Officer

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: N/A

Policy Committee Date: N/A

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

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

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

Twice a year, the City Council holds a hearing so that the public may speak to Council concerning the upcoming budget. The two dates are March 28, 2022 and August 22, 2022.

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

This is a public hearing to provide the public one of two formal opportunities to speak directly to the City Council on matters concerning the 2023 budget.

QUESTIONS FOR COUNCIL

Information Only

LEGAL COMMENTS

A public hearing on the proposed budget shall be held by the council on a date prior to October 15th. (City Charter Article 11-4). Notice of the time and place of such hearing shall be published one time at least five days prior to the hearing, and copies of the proposed budget shall be made available for use of the public. (City Charter Article 11-4). (Hernandez)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to award WORK PACKAGE NUMBER FIVE to Garney Companies, Inc., Littleton, Colorado in the amount of \$205,994.00 for the Aurora Reservoir Pump Station, Security and Aeration Panels Project, Project Number 5448A.

Item Initiator: Dean Bedford, Principal Engineer

Staff Source/Legal Source: Dean Bedford, Principal Engineer / Dave Lathers, Senior Assistant City Attorney

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/22/2022

TEM DETAILS:

Dean Bedford, Principal Engineer / Dave Lathers, Senior Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

The award of an OPENLY SOLICITED CONTRACT to Garney Companies, Inc. for providing Construction Manager/General Contractor pre-construction phase services for the Pump & Lift Stations Miscellaneous Improvements Project, Project No. 5448A, in the amount of \$68,240.00 was reported to City Council on the Weekly Report of June 29, 2015.

The AWARD OF WORK PACKAGE NUMBER ONE to Garney Companies, Inc. for the Pump & Lift Stations Miscellaneous Improvements Project, Project No. 5448A, in the amount of \$672,398.00 was approved by City Council on October 26, 2015, Agenda Item 9e.

The AWARD OF WORK PACKAGE NUMBER TWO to Garney Companies, Inc. for the Pump & Lift Stations Miscellaneous Improvements Project, Project No. 5448A, in the amount of \$1,279,403.00 was approved by City Council on June 20, 2016, Agenda Item 9n.

The AWARD OF WORK PACKAGE NUMBER THREE to Garney Companies, Inc. for the Pump and Lift Station Improvements Project, Project No. 5448A, in the amount of \$14,794,350.00 was approved by City Council on April 23, 2018, Agenda Item 9b.

The AWARD OF WORK PACKAGE NUMBER FOUR to Garney Companies, Inc. for the Pump and Lift Station Improvements Project, Project No. 5448A, in the amount of \$6,964,714.00 was approved by City Council on October 30, 2017, Agenda Item 9f.

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

Background

The Aurora Reservoir Pump Station (ARPS), located along E. Quincy Ave. at the base of the Quincy Reservoir Dam, is a critical piece of infrastructure within the Rampart Delivery System (RDS). The RDS conveys raw, mountain water from Rampart Reservoir to the City of Aurora (City). Along the way, it provides raw water directly to the Griswold and Wemlinger Water Purification Facilities (WPFs). The ARPS is located at the terminus of the Rampart Pipeline and takes water from the Pipeline pumping it over 6 miles to fill the Aurora Reservoir. Depending on the demand from the WPFs, the Rampart Pipeline has additional potential capacity. The ARPS takes the additional capacity from the Rampart Pipeline and pumps it the Aurora Reservoir and is a primary piece in maintaining raw water storage in the City.

A major upgrade to the ARPS has been underway to provide for more efficient pumps and motors and to increase the capacity of the ARPS. Pump station controls, monitoring, capacity and building systems have all been upgraded allowing for more efficient use of the pump station to fill the Aurora Reservoir.

Proposed Award

Work Package No. 5 (WP5), the subject of this commentary, will complete the ARPS Expansion. This final work package consists of fabricating and installing a new security and access control panel as well as a new aeration control panel. Garney Companies will provide final approved submittals and fabricate, install and test both panels for the ARPS. Garney will oversee the Factory Acceptance Testing as well as the Site Acceptance Testing of both panels. The security panel will allow for site security, remote monitoring and alarms for the site. The aeration panel provides controls and monitoring to the aeration system which provides aeration to the adjacent Quincy Reservoir. The panels were initially part of the WP3 for the ARPS, but due to long lead times and delays they were removed from WP3 and will now be completed under WP5.

Purchasing Process

The Water Department recommends the CMGC contract with Garney Companies, Inc. for completing the Pump & Lift Station Miscellaneous Improvements Project be amended to allow for the award of the fifth work package titled "Aurora Reservoir Pump Station, Security and Aeration Control Panels – Work Package 5".

A GMP proposal for all costs associated with completing the third work package was negotiated with Garney Companies, Inc., included as Attachment Six. Negotiations included detailed discussions and analysis of the specific scope of work tasks, contractor's fee for overhead and profit, project schedule, labor and equipment rates, and all

the material/supply costs that are needed to complete the project. After negotiations were completed, the final GMP amount, for WP5, was agreed to \$205,994.00. Since the final proposed GMP amount is based on the cost criteria that was accepted for Garney Companies, Inc. from the initial evaluation of all the firms who responded to the Request for Proposals solicitation, and competitive subcontractor bids, it is considered fair and reasonable.

The original amount of \$68,240.00 plus Work Package 1 in the amount of \$672,398.00 plus Work Package 2 in the amount of \$1,279,403.00 plus Work Package 3 in the amount of \$14,794,350.00 plus Work Package 4 in the amount of \$6,964,714.00 plus this Work Package 5 in the amount of \$205,994.00 will bring the total amount of the contract to \$23,985,099.00. However, at project closeout, the project is anticipated to be approximately \$1M under budget including the deduction of this WP5 amount from WP3. It is anticipated that this will be the final Work Package for this CMGC contract.

Recommendation

Based on the above, staff recommends the award of WORK PACKAGE NUMBER FIVE to Garney Companies, Inc., Littleton, Colorado in the amount of \$205,994.00 for the Aurora Reservoir Pump Station, Security and Aeration Panels Project, Project Number 5448A.

QUESTIONS FOR COUNCIL

Does City Council approve the award of WORK PACKAGE NUMBER FIVE to Garney Companies, Inc., Littleton, Colorado in the amount of \$205,994.00 for the Aurora Reservoir Pump Station, Security and Aeration Panels Project, Project Number 5448A?

LEGAL COMMENTS

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

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding will be from the Capital Improvement Program, Water Fund, in the amount of \$205,994.00.

ORG: 52376 (Aurora Pump Station Upgrades-WA)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

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

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID / RESULTS
<p>GARNEY COMPANIES, INC. LITTLETON, CO Dept: Aurora Water</p>	<p>Award an openly solicited contract to Garney Companies, Inc. to provide Construction Manager/ General Contractor (CM/GC) pre-construction services for completing the Lift/Pump Stations Miscellaneous Improvements Project for the High Pointe, Senac and Murphy Creek Lift Stations and the Aurora Reservoir Pump Station. The CM/GC services were solicited under a formal competitive Request for Proposal (RFP) process, and three (3) proposals were received. The proposals were evaluated based on the following criteria contained in the RFP:</p> <ol style="list-style-type: none"> 1. Preconstruction Services & Associated Cost Criteria; 2. Proposed Project Team and Project Management Approach; 3. Self-Performed Work and Proposed Sub Contractors; and 4. Quality/Completeness of Proposal. <p>The construction for the overall project will be completed under a CM/GC project delivery method consisting of two phases. The first phase consists of providing pre-construction services for completing a constructability and value engineering analysis, obtaining building department reviews and required permitting, developing work packages specifications and associated cost estimates, and establishing an overall project schedule. The second phase of services for completing the construction work will be accomplished through the award of Guaranteed Maximum Price (GMP) proposals that will be established for each work package developed under the first phase of the pre-construction services. There are three to four work packages anticipated for the overall project with an estimated total value of \$6.5 to \$9.1 million for the project. When each GMP for a work package is established, it will be brought forward to City Council for approval.</p> <p>Pursuant to the above, a final detailed scope of work, preliminary schedule and price proposal in the not-to-exceed amount of \$68,240.00 were negotiated with Garney Companies, Inc. for providing the required pre-construction first phase of services. Based on staff's detailed review and comparison of the cost criteria submitted by all the firms responding to the RFP, the price proposal from Garney Companies, Inc. for providing the proposed services is considered to be fair and reasonable. The cost criteria evaluation included an analysis of each firm's pre-construction services price proposal based on the following: Contractor's fee for overhead and profit associated with self-performed work and sub-contractor performed work; Project team's fully burdened labor rates; and Proposed equipment rates.</p> <p><i>This award is the result of an open solicitation where the City received at least 3 offers, and technical qualifications were used as part of the evaluation criteria along with the price.</i> 2-672-(a), (3), (a) (2)</p>	<p>\$68,240.00</p>	<p>R-5448A</p> <p>Garney Companies, Inc.</p> <p>M.A. Mortenson Company</p> <p>Western Summit Constructors, Inc.</p>

Improvements Project. STAFF SOURCE: Kelley Neumann, Deputy Director Water Planning/Engineering, Aurora Water

- e. Consideration to AMEND AN OPENLY SOLICITED CONTRACT to Garney Companies, Inc., Littleton, Colorado in the amount of \$672,398.00 for the award of the Pump & Lift Stations Improvements Work Package No. 1 Project, Project Number 5448A. **(Staff Requests a Waiver of Reconsideration)** STAFF SOURCE: Kelley Neumann, Deputy Director Water Planning/Engineering, Aurora Water
- f. Consideration to AWARD CHANGE ORDER #1 to the Development and Construction Management Agreement - Fitzsimons Village Hotel, Conference Center and Parking Structure with Corporex for the construction of the Conference Center and Parking Garage at Fitz Village in order to add additional work. STAFF SOURCE: Mike Shannon, Debt & Treasury Manager, Finance

Mike Hyman, City Attorney, explained the idea of a sole source contract is that it was determined through extensive research that there were no other companies able to perform the contract.

Motion by Cleland, second by Roth, to approve items 9a - 9f, with a waiver of reconsideration on item 9e.

Voting Aye: Mayor Hogan, Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Pierce, Roth

Final Ordinances

- ◆ g. **2015-47**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, establishing the tax levy on all taxable property within the corporate limits of the City of Aurora, Colorado, for the tax collection year beginning January 1, 2016, and ending December 31, 2016. STAFF SOURCE: Greg Hays, Budget Manager, Finance
- ◆ h. **2015-48**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending the City Code of the City of Aurora, Colorado, by the addition of a New Section 2-596 establishing procedures for complying with the Colorado constitution emergency reserve requirements. STAFF SOURCE: Greg Hays, Budget Manager, Finance
- ◆ i. **2015-49**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, adopting an operating and capital improvements projects budget for the fiscal year beginning January 1, 2016, and ending December 31, 2016. STAFF SOURCE: Greg Hays, Budget Manager, Finance
- ◆ j. **2015-50**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2016 and ending December 31, 2016. STAFF SOURCE: Greg Hays, Budget Manager, Finance
- ◆ k. **2015-52**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, amending Chapter 2 of the City Code of the City of Aurora, Colorado, by the addition of a New Section 2-432, increasing the number of commanders in the Aurora Police Department from four (4) to five (5). STAFF SOURCE: Paul O'Keefe, Deputy Police Chief, Police

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

Waiver of Reconsideration) STAFF SOURCE: Thomas McMinimee, Street Operations Manager, Public Works

- i. Consideration to AWARD A SINGLE SOURCE CONTRACT to Wagner Equipment Company, Aurora, Colorado, in the amount of \$67,224.82 to cover the cost of parts and labor for a complete transmission rebuild on a 2004 Caterpillar Motor Grader. **(Staff Requests Waiver of Reconsideration)** STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services
- j. Consideration to AWARD A SINGLE SOURCE CONTRACT to McCandless Truck Center, Aurora, Colorado in the not-to-exceed amount of \$220,000.00 for OEM repair parts on an as needed basis for the City's heavy duty International trucks from August 1, 2016, through July 31, 2017. STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services
- k. Consideration to AWARD A SOLE SOURCE CONTRACT to Emergency One, Inc., Ocala, Florida in the not-to-exceed amount of \$90,000.00 for repair parts on an as needed basis for the City's Emergency One fire trucks from September 1, 2016, through August 31, 2017. STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services
- l. Consideration to EXTEND A COMPETITIVELY BID CONTRACT with Factory Motor Parts, Aurora, Colorado in the not-to-exceed amount of \$80,000.00 to purchase AC Delco parts as required from September 1, 2016, through August 31, 2017. (B-4074) STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services
- m. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Layne Heavy Civil, Inc., Denver, Colorado in the amount of \$2,829,650.00 for construction of the Rampart Pipeline Phase III Project, Project Number 5518A. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- n. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Garney Companies, Inc., Littleton, Colorado in the amount of \$1,279,403.00 for the award of the Pump & Lift Stations Improvements Work Package No. 2 Project, Project Number 5448A. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- o. Consideration to AWARD A SINGLE SOURCE CONTRACT with Muller Engineering Company, Lakewood, Colorado in the amount of \$58,520.00 for providing consulting services to complete the Montview Park Letter of Map Revision Project. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- p. Consideration to AMEND A SINGLE SOURCE CONTRACT with Black & Veatch Corporation, Denver, Colorado in the amount of \$309,940.00 for providing construction phase engineering support services for Construction Work Package No.'s 1 & 2 for the Pump Stations Rehabilitation Project. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- q. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Stantec Consulting Services, Inc., Fort Collins, Colorado in the amount of \$382,274.20 for providing final design, bid and construction phase engineer support services for the Channel Aggradation Remediation Phase II Improvements Project, RFP R-1725. STAFF SOURCE: STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water

Motion by Cleland, second by Roth, to approve items 9c – 9q with a waiver of reconsideration on items 9e, 9h and 9i.

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

Voting Aye: Mayor Hogan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

Final Ordinances

- ◆ r. **2016-12**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, rezoning 12245 East 14th Avenue, City of Aurora, County of Arapahoe, State of Colorado, from PD-MF (Planned Development District, Multi-Family Subarea) to FBAD 1 (Fitzsimons Boundary area District, Subarea 1) and amending the zoning map accordingly (12245 E 14th Ave Rezone) STAFF SOURCE: Stephanie Stevens, Planner II, Planning & Development Services

- ◆ s. **2016-13**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, rezoning the Northwest corner of Colfax Avenue and Airport Boulevard, City of Aurora, County of Adams, State of Colorado, from R-A (Residential Agricultural District) to B-4 (Business and Commercial District) and SIR (Sustainable Infill and Redevelopment District) amending the zoning map accordingly. (Trolley Park) STAFF SOURCE: Sarah Wieder, Planner I, Planning & Development Services

Motion by Roth, second by Richardson, to approve items 9r and 9s.

Voting Aye: Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

- ◆ t. **2016-14**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, appropriating sums of money in addition to those appropriated in Ordinance Nos. 2014-35, 2015-20, and 2015-64 for the 2015 fiscal year and Ordinance No. 2015-50 for the 2016 fiscal year. STAFF SOURCE: Jackie Ehmann, Budget/Finance Program Manager, Finance

Motion by LeGare, second by Mounier, to approve item 9t.

Council Member Richardson stated this was a supplemental budget ordinance that was esoteric, noting his concerns related to the under-budgeting of the worker's compensation component of the risk fund. He asked staff if money was shifted in the risk fund to bring it down to \$600k.

Greg Hays, Budget Manager, answered affirmatively.

Council Member Richardson asked if the true number was over \$1M. Mr. Hayes answered affirmatively. Council Member Richardson stated putting this into the supplemental ordinance removed the opportunity for Council to question why the City administration underfunded the workers compensation obligation by over \$1M and/or to realize there was a safety concern for City employees. He asked Mr. Hayes how much was budgeted for workers compensation. Mr. Hays estimated \$4M. Council Member Richardson stated his opposition to the item.

Council Member Roth stated this was a one year aberration based on a very small handful of incidences as compared to the previous ten years of history.

Mr. Hays concurred, noting it was a two year aberration where the workers compensation claims jumped up considerably. He pointed out the 2016 budget accounted for that possibility.

Voting Aye: Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Roth

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

- b. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Garney Companies, Inc., Littleton, Colorado in the amount of \$14,794,350.00 for the award of the Pump and Lift Stations Improvements Work Package No. 3 Project, Project Number 5448A. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- c. Consideration to AWARD A COMPETITIVELY BID CONTRACT to American West Construction, LLC, Denver, Colorado in the amount of \$379,715.00 for the Spinney Mountain Reservoir Dam Seepage Mitigation, Project No. 5618A. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- d. Consideration to EXTEND A SINGLE SOURCE CONTRACT with Shibumi Consulting Services LLC, Tempe, Arizona in the amount of \$175,000.00 for on-call support and consulting services associated with the Water Department's customer billing software. STAFF SOURCE: Jo Ann Giddings, Deputy Director Financial Administration, Water
- e. Consideration to AWARD A COMPETITIVELY BID CONTRACT to DH Pace Door Services, A DH Pace Company, Inc., Denver, Colorado in the amount of \$325,762.00 for the Overhead Garage Door Replacement - Fire Stations 8, 9, 10, 12 and South Satellite Project, Project Number 5634A. STAFF SOURCE: Lynne Center, Facility Project Delivery Manager, Public Works

Motion by Gruber, second by Bergan, to approve items 9a – 9e.

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

- f. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to HDR, Inc., Denver, Colorado in the amount of \$1,172,010.70 for the 1-70/Picadilly Interchange NEPA re-evaluation and Interchange Access Request services. R-1880 STAFF SOURCE: Cindy Colip, Transportation Project Delivery Manager, Public Works

Council Member Bergan asked if the evaluation was necessary at this time when the Infrastructure for Rebuilding America (INFRA) grants would be known in June.

Mac Callison, Principal Transportation Planner, stated the INFRA grant was for the design and construction of the interchange.

Council Member Bergan asked if this item related to the environmental assessment. Mr. Callison answered affirmatively.

Motion by Bergan, second by Richardson, to approve item 9f.

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

Final Ordinances

- ◆ g. **2018-09**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Section 2-432 to the City Code to increase the number of commanders in the Aurora Police Department from five (5) to six (6). STAFF SOURCE: Deputy Police Chief Paul O'Keefe, Police

Motion by Roth, second by Hiltz, to approve item 9g.

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

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

- c. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Carollo Engineers, Inc., Broomfield, Colorado in the amount of \$374,521.00 to provide professional services for a Non-Potable Water Strategic Plan Study, RFP R-1852. STAFF SOURCE: Marshall Brown, Director, Aurora Water

Council Member Bergan asked why the City of Aurora was adopting California regulations for potable reuse water in this regard.

Marshall Brown, Director, Aurora Water, stated the contract did not adopt regulations, noting Colorado did not have regulations on potable reuse so they were using California's regulations as a guideline until Colorado's regulations were in place.

Council Member Bergan referenced the Blue Planet model for evaluating the alternatives and asked if any additional charges would be realized in that regard. Mr. Brown stated costs were not imbedded in the contract, and noted an additional licensing fee would be realized if the City required additional planning. He pointed out that, however, was not anticipated. Council Member Bergan pointed out the engineering company was charging the City labor hours for City staff to compile data for the engineering company.

Mr. Brown explained staff would provide information to Carollo Engineering and Carollo would then sort and consolidate the data, noting hours were built into the contract for that purpose as well as for staff to gain further institutional knowledge.

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

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

- d. Consideration to AMEND A SINGLE SOURCE CONTRACT with Carollo Engineers, Inc. Broomfield, Colorado in the amount of \$113,460.00 to add inspection services for the 2nd Creek Interceptor Segment 1E and Related Infrastructure Design Project. STAFF SOURCE: Marshall Brown, Director, Aurora Water
- e. Consideration to AMEND A SINGLE SOURCE CONTRACT with Stantec Consulting, Inc., Fort Collins, Colorado in the amount of \$288,298.00 to add construction phase engineering services for the Second Creek Regional Lift Station Project. **(STAFF REQUESTS A WAIVER OF RECONSIDERATION)** STAFF SOURCE: Marshall Brown, Director, Aurora Water

Motion by Cleland, second by Roth, to approve items 9d and 9e with a waiver of reconsideration on 9e.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

- f. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Garney Companies, Inc., Littleton, Colorado in the amount of \$6,964,714.00 for the award of the Pump and Lift Stations Improvements Work Package No. 4 Project, Project Number 5448A. STAFF SOURCE: Marshall Brown, Director, Aurora Water

Council Member Bergan asked staff to speak to how the \$14M capacity expansion would have been originally considered when the subsequent regional study stated it would be obsolete in five years.

Marshall Brown, Director, Aurora Water, did so, noting putting small amounts of sewer flow into large pipes caused problems so localized lift stations were often considered as a

solution. He noted therefore this award would not carry a \$14M cost but rather the \$6.9M for the temporary lift station.

Motion by Bergan, second by LeGare, to approve item 9d.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

Final Ordinances

- ◆ g. **2017-48**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, adopting an operating and capital improvements projects budget for the fiscal year beginning January 1, 2018, and ending December 31, 2018. STAFF SOURCE: Greg Hays, Budget Officer, Finance
- ◆ h. **2017-49**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, establishing the tax levy on all taxable property within the corporate limits of the City of Aurora, Colorado, for the tax collection year beginning January 1, 2018, and ending December 31, 2018. STAFF SOURCE: Greg Hays, Budget Officer, Finance
- ◆ i. **2017-50**
Consideration to ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2018 and ending December 31, 2018. STAFF SOURCE: Greg Hays, Budget Officer, Finance

Motion by Roth, second by Richardson, to approve item 9g - 9i.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

- ◆ j. **2017-51**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Sections 138-221, 138-223, 138-326, 138-327, 138-396, 138-397, and 146-306 of the City Code of the City of Aurora, Colorado, relating to Water Service Class Definitions, Sewer Rates, Sewer Connection Fees, Sewer Development Fees, Storm Drainage Development Fees, and Storm Drainage Usage Fees. STAFF SOURCE: Jo Ann Giddings, D/D Water Financial Administrator, Aurora Water

Council Member Mounier asked staff to speak to the rationale behind raising the rates and how it would impact affordable housing.

Marshall Brown, Director, Aurora Water, stated water rates were not proposed to be increased, noting there was a proposed increase for sewer and storm water rates that would affect the average customer by 1.9 percent. He pointed out rates were calculated to cover day-to-day operations and connection fees covered the cost of the infrastructure and water supply, noting the cost to the developer to connect were proposed to be increased because the costs have increased. He discussed how the new rating system was based on usage and was therefore more equitable and had a more positive impact on affordable housing.

Motion by Roth, second by LeGare, to approve item 9j.

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



PROPOSED COSTS

ELECTRONIC

AURORA RESERVOIR PUMP STATION SECURITY & AERATION PANELS PROJECT

PROPOSED FEE

AURORA WATER

15151 E. Alameda Pkwy.
Aurora, CO 80012
ATTN: Dean Bedford, PE, Principal Engineer

SUBMITTED BY: GARNEY COMPANIES, INC.
7911 Shaffer Parkway, Littleton, CO 80127



AURORA RESERVOIR PUMP STATION SECURITY & AERATION PANELS PROJECT

FEE PROPOSAL

Garney has extensive experience on projects such as yours. We believe it is important to put sufficient effort and detail into completing the Aurora Reservoir Pump Stations (ARPS) security and aeration panels as designed in the ARPS Improvements Project that was completed in 2019.

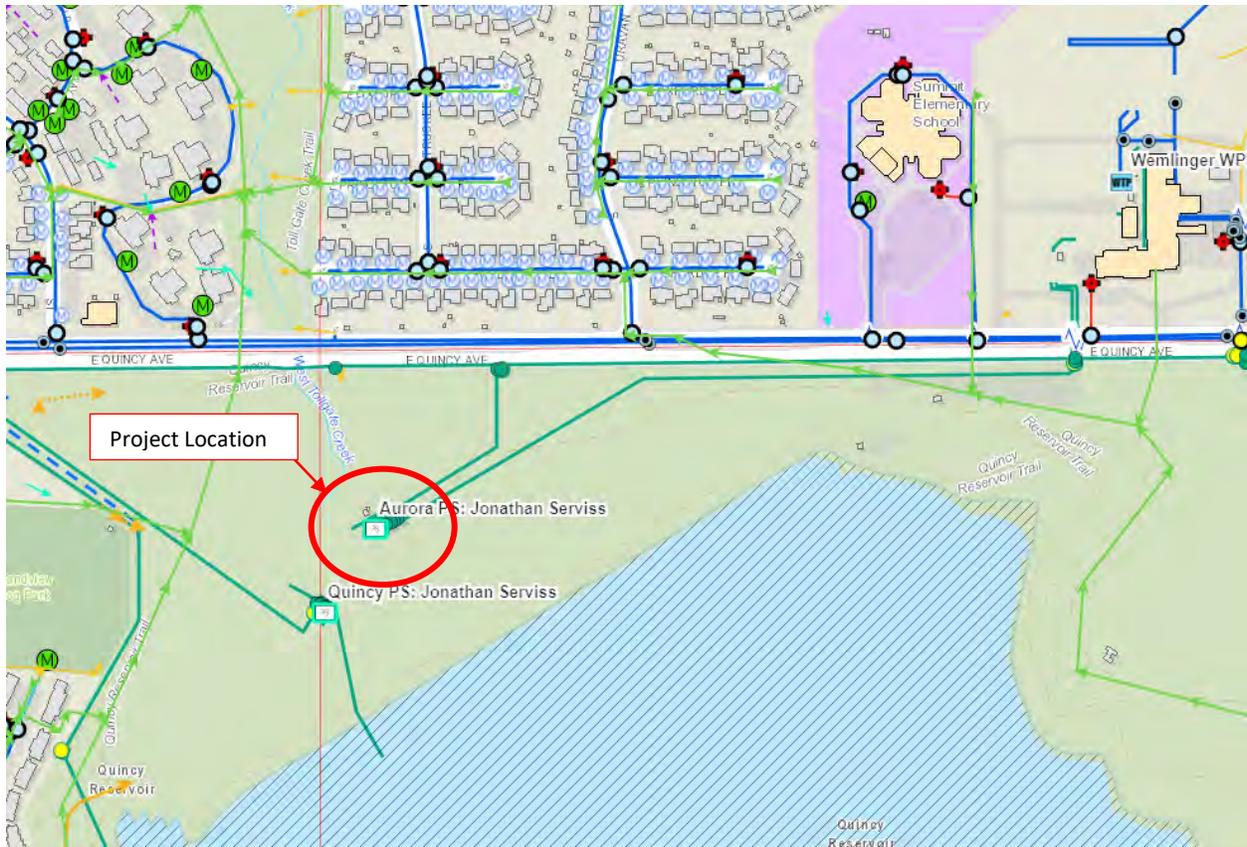
Following Aurora Water’s submittal approval, we will furnish and install one (1) security panel and one (1) aeration panel including all necessary conduit and wire, factory acceptance and site acceptance testing.

A summary of these costs is shown below.

It is important to us that we meet your expectations, and we welcome the opportunity to discuss any of this information. If you have any immediate questions, feel free to contact Justin Schlueter at (719) 491-1655.

SCHEDULE OF VALUES - FEE SUMMARY

SCOPE OF WORK	DEFINITION	PRICE
1a. Garney – Aeration Panel Fab	Fabricate and factory acceptance test upon receipt of approved aeration panel submittal.	\$102,811
1b. Garney – Aeration Panel Install	Install panel, including all conduit and wires, and perform site acceptance test.	\$18,143
2a. Garney – Security Panel Fab	Fabricate and factory acceptance test upon receipt of approved aeration panel submittal.	\$21,284
2b. Garney – Security Panel Install	Install panel, including all conduit and wires, and perform site acceptance test.	\$3,756
3. Aurora – Escalation Allowance	Above pricing is based on 2018 market conditions. Allowance shall account for marker escalation.	\$50,000
4. Aurora – MCR Allowance	Minor Contract Revisions	\$10,000
Garney Total Fee		\$205,994



ARPS – Security and Aeration Control Panels Project
Site Location



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A SINGLE SOURCE CONTRACT to Epic Recruiting of Phoenix LLC, Scottsdale, Arizona in the amount of \$95,000.00 for a recruiting campaign for the Aurora Police Department.
Item Initiator: Bryn Fillinger, Manager of Purchasing Services
Staff Source/Legal Source: Jason Batchelor, Deputy City Manager / Hanosky Hernandez, Senior Assistant Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/22/2022

ITEM DETAILS:

Waiver of reconsideration is requested due to the Police Department's immediate need to recruit lateral officers and new recruits.

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

N/A

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

Staff is requesting approval of a single source contract to Epic Recruiting of Phoenix LLC (Epic). This proposed contract will include the creation of a recruitment-**only website that showcases the Aurora Police Department's** (APD) brand and messaging and simplifies the inquiry and application process. As part of the overall marketing campaign, the website is designed to produce high conversion rates and provide key analytical data to direct the monthly recruiting campaign. In addition, the award will include a 12-month online marketing campaign targeting lateral officers and new recruits. This strategic recruitment campaign will utilize pay per click, display banners, social media and YouTube ads to market the agency.

Epic previously contracted with the City to develop recruiting materials for APD. At this time, staff would like to proceed with a subsequent contract to Epic to take the recruiting materials (videos and photos) and turn them into a recruiting campaign, including maintaining a website. **Due to Epic's previous work, they have unique** experience and knowledge of APD and their recruiting needs. It would take another consultant time to come up to speed and gain the same knowledge Epic has in order to perform the services, resulting in additional costs to the City.

Epic proposed a price in the amount of \$95,000.00, which will be paid incrementally based on a series of milestones. **In consultation with the City's own marketing team, the price for the deliverables is considered to** be fair and reasonable.

Based on the above, staff recommends awarding a single source contract to Epic Recruiting of Phoenix LLC in the amount of \$95,000.00 for a recruiting campaign for the Aurora Police Department.

QUESTIONS FOR COUNCIL

Does Council approve the single source award to Epic Recruiting of Phoenix LLC in the amount of \$95,000.00 for a recruiting campaign for the Aurora Police Department?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when closer location, more advantageous time allowances, **or similar variable factors can reduce the total cost of the product or service** (City Code § 2-674(6)). (Lathers).

A Motion to Approve shall include a Waiver of Reconsideration.

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: This award will be funded from org 55182, Recruiting Section, acct 64360, Advertising.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to JHB Group, Inc., Lake Hills, Illinois in the amount of \$137,769.37 for a custom build arson investigation trailer for use by Aurora Fire Rescue. R-2260
Item Initiator: Jeff Lehmann, Sr. Procurement Agent, Finance
Staff Source/Legal Source: Mathew Wasserburger, Manager of Business Services, Fire / Dave Lathers, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.3--Provide a state-of-the-art Public Safety Comm Center and quality 911 services

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/22/2022

ITEM DETAILS:

Mathew Wasserburger, Manager of Business Services, Fire / Dave Lathers, Senior Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

Minutes Attached

Minutes Not Available

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

N/A

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

Aurora Fire Rescue (AFR) has a requirement for a mobile investigation unit to conduct onsite, prolonged investigations of suspected arson cases. The arson trailer will allow for AFR investigators to examine, store, and transport materials, conduct interviews when necessary, and compile information in an enclosed work environment, day or night, free from weather elements or impediments from the actual fire scene.

This custom build trailer was solicited under a formal competitive Request for Proposal (RFP) R-2260. Interested companies were required to submit written proposals to the city that were evaluated based on the following criteria:

- Technical
- Price
- Contractor Qualifications
- Design/Layout
- Warranty/Service

Two responses were received, they were from:

- JHB Group, Inc. \$137,769.37
- Mobile Concepts \$185,136.00

Based on the scores achieved by the companies after proposal reviews and interviews with each, the evaluation committee recommended proceeding with an award to JHB Group as the highest scored proposer.

Openly solicited awards of at least \$50,000.00 when less than three proposals are received require City Council approval.

Based on the above, staff recommends the award of an openly solicited contract to JHB Group, Inc., Lake Hills, Illinois in the amount of \$137,769.37 for a custom build arson investigation trailer for use by Aurora Fire Rescue.

QUESTIONS FOR COUNCIL

Dose City Council approve the award of an openly solicited contract to JHB Group, Inc., Lake Hills, Illinois in the amount of \$137,769.37 for a custom build arson investigation trailer for use by Aurora Fire Rescue?

LEGAL COMMENTS

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

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding of this procurement is budgeted in and will be charged to the following org and acct:

58113 – FY20 FPS Arson Trailer / 67600 – Purch-Equip New

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Fire Apparatus
Item Initiator: Cyndi Winner – Procurement Agent - Finance
Staff Source/Legal Source: Ron Forrest – Fleet Manager – Public Works/Dave Lathers – Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/22/2022

ITEM DETAILS:

Consideration to AWARD A SINGLE SOURCE CONTRACT to H&E Equipment Exchange LLC, Henderson, Colorado, in the not-to-exceed amount of \$1,599,897.00 for the purchase of one (1) Emergency One (E-One) 3000 Gallon Tanker/Tender and one (1) E-One CR100 Aerial Ladder.

Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

City Council approved the previous purchase of two (2) Emergency One (E-One) Cyclone fire trucks/pumpers, one (1) E-One Aerial Ladder Truck, one (1) E-One Hazmat Rescue Truck and one (1) Air and Light Truck to H&E Equipment Exchange LLC in the amount of \$4,238,463.00 on February 14, 2022, Agenda Item #10d.

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

Aurora Fire Rescue has a requirement for replacement of one (1) Emergency One (E-One) 3000 Gallon Tanker/Tender and one (1) E-One CR100 Aerial Ladder. Emergency One equipment is the standard for fire engines and trucks utilized throughout the City. Utilizing like equipment reduces training time and allows for efficient use of equipment by multiple fire personnel when responding to time sensitive emergency situations.

Staff has confirmed that H&E Equipment Exchange LLC is the sole authorized dealer for Emergency One fire apparatus for the City of Aurora. The City receives a negotiated discount of 13% off the manufacturer's list price. Staff has also confirmed that H&E's pricing for the City is less than the pricing available under the HGAC (Houston-Galveston Area Council) competed cooperative agreement for the same builds. Therefore, the pricing is considered to be fair and reasonable.

Based on the above, staff recommends the award of a single source contract to H&E Equipment Exchange LLC, Henderson, Colorado in the amount of \$1,599,897.00 for the purchase of one (1) Emergency One (E-One) 3000 Gallon Tanker/Tender and one (1) E-One CR100 Aerial Ladder.

QUESTIONS FOR COUNCIL

Does City Council approve the single source award to H&E Equipment Exchange LLC, Henderson, Colorado in the amount of \$1,599,897.00 for the purchase of one (1) Emergency One (E-One) 3000 Gallon Tanker/Tender and one (1) E-One CR100 Aerial Ladder for use by Aurora Fire Rescue?

LEGAL COMMENTS

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

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for these trucks is budgeted in and will be charged to the following org and acct: 00954-67700 and 58102-67601

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

(non-agenda related issues only)

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

9. ADOPTION OF THE AGENDA

9.a. East Bank Shopping Center Residential Site Plan with Adjustment (Item 16.a.)

- Appellant presentation (if approved by Council)
- Applicant presentation (permitted under Council Rules)

Motion by Marcano, second by Bergan, to adopt the agenda with the appellant presentation.

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

Mayor Coffman asked to approve items 11c to 11ac with one motion.

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

10. CONSENT CALENDAR

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

10.a. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with HDR Engineering, Denver, Colorado in the amount of \$1,165,232.00 for Engineering and Easement Acquisition Services for the Utility Extension Project, Project NO. 203

Dean Bedford, Principal Engineer, Aurora Water / Ian Best, Assistant City Attorney

10.b. Consideration to AWARD A SINGLE SOURCE CONTRACT to Concrete Express, Inc., Denver, Colorado in the amount of \$3,537,930.15 for the 2022 Concrete Infrastructure Rehabilitation South Program

Waiver of reconsideration is requested to expediate approval so that the Street Division can accomplish its concrete work, necessary to stay ahead of successor work scheduled under the 2022 Overlay and 2022 Surface Treatment Program

Lynne Center, Deputy Director of Operations – Public Works/ Dave Lathers, Sr. Assistant City Attorney

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

- 10.c. Consideration to AWARD A SOLE SOURCE CONTRACT to Scott Safety, Monroe North Carolina, in the not-to-exceed amount of \$65,000.00 for fit testing as required for Scott Self Contained Breathing Apparatus (SCBA) through December 31, 2022**

Renee Pettinato Mosley, Sr. Risk Manager / Dave Lathers, Sr. Assistant City

10.d. H&E Equipment

Consideration to AWARD A SINGLE SOURCE CONTRACT to H&E Equipment Services, Henderson, Colorado, in the not-to-exceed amount of \$4,238,463.00 for the purchase of two (2) Emergency One (E-One) Cyclone fire trucks/pumpers, one (1) E-One Aerial Ladder Truck, one (1) E-One Hazmat Rescue Truck and one (1) Air and Light Truck

Ron Forrest, Fleet Manager – Public Works / Dave Lathers, Senior Assistant City Attorney

10.e. IT Contract Technical Services

Increase in funding to an OPENLY SOLICITED CONTRACT with Computer Enterprises, Denver, Colorado in the amount of \$250,000.00 for contract technical services as required by the IT Department. (R-1948)

Scott Newman, CIO – IT / Dave Lathers, Sr. Assistant Attorney

- 10.f. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to IntegrAssure LLC, Palm Beach, Florida in the total amount of \$4,695,000.00 to provide Consent Decree monitoring services for the City of Aurora through February 1, 2027. (R2134)**

Staff requests a waiver of reconsideration: Due to implementation requirements of the Consent Decree, staff requests a waiver of reconsideration.

Jason Batchelor, Deputy City Manager / David Lathers, Sr. Asst. Attorney

- 10.g. Consideration to AWARD A SINGLE SOURCE CONTRACT to Quantum Water & Environment, Lakewood, Colorado in the not-to-exceed amount of \$230,286.00 for continued Highway 30 Landfill investigation, monitoring and reporting services.**

Karen Hancock, Sr. Planner II, Planning & Development Service / Dave Lathers, Senior Assistant City Attorney

10.h. NERPSC Public Safety Training, Resources and Wellness Platform

Consideration to AWARD A SINGLE SOURCE CONTRACT to J Brower Psychological Services, Greenwood Village, Colorado, in the not-to-exceed amount of \$89,950 for access to the National Emergency Responder and Public Safety Center (NERPSC, LLC)

online training, resources, and clinical tools for sworn police, fire, Aurora911 and detention employees.

Staff requests a waiver of reconsideration in order to meet the cost/rate guarantee deadline by J. Brower Psychological Services.

Jason Batchelor, Deputy City Manager / Ryan Lantz, Director of Human Resources / Rachel Allen, Client Group Manager

10.i. Waste Management Water Supply Agreement

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best Assistant City Attorney

10.j. Aurora Housing Authority Amendment to 1977 Annexation Agreement

Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney

Outside Speaker: Aurora Housing Authority Representatives

Motion by Coombs, second by Lawson, to approve items 10a – 10j with a waiver of reconsideration on items 10b, 10e, 10f, and 10g.

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

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

11. RESOLUTIONS

11.a. Drainage and Flood Control Improvements for Sand Creek - Baranmor Ditch at Zion and Billings Street 2nd Amendment

R2022-08 Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the second amendment to an Intergovernmental Agreement between the City of Aurora, Colorado and the Urban Drainage and Flood Control District, d/b/a Mile High Flood District, regarding design and construction of drainage and flood control improvements for Sand Creek Baranmor Ditch at Zion and Billings Streets

Swirvine Nyirenda, Manager of Planning Services, Aurora Water / Ian Best, Assistant City Attorney

Staff provided a summary of the item.

Motion by Lawson, second by Jurinsky, to approve item 11a.

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



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Sage Truck Driving Schools, Henderson, Colorado in the not-to-exceed amount of \$495,600.00 for CDL training as required for city employees. R-2260

Item Initiator: Jeff Lehmann, Sr. Procurement Agent, Finance

Staff Source/Legal Source: Renee Pettinato Mosley, Sr. Risk Manager, Human Resources / Dave Lathers, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 5.3--Aggressively pursue primary job attraction, retention and expansion

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/22/2022

ITEM DETAILS:

Waiver of Reconsideration: The contract needs to be executed soon in order to get new drivers trained and licensed before winter snow season starts. The City is already down a significant number of drivers and getting new ones ready for winter is critical to operations.

Renee Pettinato Mosley, Manager of Risk, Human Resources / Dave Lathers, Senior Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

N/A

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

The City of Aurora requires a Commercial Driver’s License (CDL) training and testing provider for both CDL Class A and B licenses, as well as CDL upgrades from Class B to A. The provider will provide all instructional training and testing services in accordance with both State of Colorado and US Department of Transportation requirements.

Previously, the City of Aurora conducted CDL training in-house for those individuals whose job/position required a CDL. To attract new employees without CDL licenses, the City offered Class B entry-level training and testing along with training and testing for upgrades from a Class B to a Class A CDL class license for employees. CDL positions **are considered “Safety Sensitive”** and include employees in the Aurora Water, Public Works, and Parks, Recreation and Open Space departments. CDL drivers support daily operations year-round, including annual snow removal operations for City of Aurora public roadways. There are approximately 385 job positions city-wide that require an active CDL as a job requirement.

As of February 2022, the US Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) dramatically changed its regulations for CDL training. FMCSA implemented new rules governing training for entry level CDL drivers, including a specific curriculum with both classroom and behind the wheel instruction. Additionally, training must be conducted by an approved organization on the FMCSA Training Provider Registry. Given staffing shortages and the demands of the new curriculum, the City can no longer continue as an in-house training provider. Therefore, in order for the City of Aurora to comply fully with this Federal mandate, it must seek professional CDL training and testing services from a third-party vendor on the approved FMCSA Training Provider Registry.

There are no exceptions to this FMCSA Training mandate with regards to governments including the City of Aurora. The City of Aurora continues to comply with all FMCSA rules and regulations.

This provider service was solicited under a formal competitive Request for Proposal (RFP) R-2266. Interested providers were required to submit written proposals to the city that were evaluated based on the following criteria:

- Firms Teaching Structure to Providing Professional Customer Service
- instructor Qualification Experience and CDL Operations Tenure
- **Overall Quality and Details of Firm’s Proposal**
- **Firm’s Training Scheduling Process/Wait Times for Class Registration**
- **Overall Pricing of Firm’s Cost Proposal for all Training Categories**

Two responses were received, they were from:

- Carter Truck Driving Academy
 - ELDT CDL Class A Program \$6,975/Student
 - ELDT CDL Class B Upgrade to CDL A Program \$5,795/Student
 - ELDT CDL Class B Program \$4,795/Student
- Sage Truck Driving Schools
 - CDL A ELDT Skills Program \$4,995/Driver
 - CDL B to A ELDT Skills Program \$4,595/Driver
 - CDL B ELDT Skills Program \$3,595/Driver

Based on the scores achieved by the companies after proposal reviews, the evaluation committee recommended proceeding with an award to Sage Truck Driving Schools as the highest scoring proposer.

Openly solicited awards of at least \$50,000.00 when less than two proposals are received require City Council approval.

Based on the above, staff recommends the award of an openly solicited contract to Sage Truck Driving Schools, Henderson, Colorado in the not-to-exceed amount of \$495,600.00 for CDL training services as required through August 31, 2023.

QUESTIONS FOR COUNCIL

Does City Council approve the award of an openly solicited contract to Sage Truck Driving Schools, Henderson, Colorado in the not-to-exceed amount of \$495,600.00 for CDL training services as required through August 31, 2023?

LEGAL COMMENTS

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

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for these training services are appropriated annually during the city's budgeting process. Training provided will be charged to appropriate department of the employee within the Water division, Public Works division and Parks Recreation and Open Space division.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Municipal Treatment Equipment for Evoqua Water Tech for annual upkeep of chemical feed systems
Item Initiator: Brian Hancock, Procurement Agent, Finance
Staff Source/Legal Source: Bobby Oligo, Manager of Water Treatment, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.5--Meet all statutory and regulatory requirements governing water quality and environmental protection

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/22/2022

ITEM DETAILS:

Consideration to AWARD A SINGLE SOURCE CONTRACT to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of \$120,000.00 for Evoqua Water Technologies equipment, parts, and certified technical services for the annual upkeep of chemical feed systems as required by Aurora Water through July 31, 2023.

Bobby Oligo, Manager of Water Treatment, Aurora Water / Ian Best, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|--|--|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
|--|--|

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

Council approved the previous 2021/2022 award in the amount of \$100,000.00 on December 20, 2021, Agenda Item #9.h.

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

The Water Department has a requirement for a blanket order to purchase equipment, parts, and certified technical services for required preventative maintenance and emergency corrective maintenance of chlorine, chlorine dioxide, and ammonia systems at the Griswold, Wemlinger, and Binney Water Purification Facilities. Chlorine, chlorine dioxide, and ammonia are treatment chemicals used to disinfect drinking water.

The Environmental Protection Agency and Water's risk management plan require the Water Department to **maintain the chlorine and ammonia equipment according to the manufacturer's specifications** remain in compliance with the Clean Air Act Rule 112 R. The City's chlorinated systems consist of Wallace and Tiernan equipment, which is supported by Evoqua Water Technologies. Evoqua Water Technologies/Wallace & Tiernan has identified Municipal Treatment Equipment Inc (MTE). **as the sole authorized and certified manufacturer's** representative in Colorado for providing equipment, parts, and technical services for Wallace and Tiernan products. Therefore, the Water Department is requesting that a single source award be made to Municipal Treatment Equipment Inc. in an amount not-to-exceed \$120,000.00 for a one-year period, which is an increase of **\$20,000.00 requested over last year's amount. MTE typically sees a 3% to 10% annual increase on products by** from their suppliers; however, current PO did not cover the unexpected increases that we're seeing throughout the industry. MTE has experienced two price increases from Evoqua, the chlorine equipment supplier, since the beginning of the year with some parts increasing by 38%. They have also experienced increases in freight costs from all major delivery services.

Staff confirmed with Municipal Treatment Equipment that pricing for both parts and service is based on Evoqua's current list price for Wallace and Tiernan equipment. This pricing is the same pricing that Municipal Treatment Equipment would offer to any other customer. Therefore, the pricing is considered to be fair and reasonable.

City Council approval is required for procurements greater than \$50,000.00 without competition.

Based on the above, it is staff's recommendation to award a single source contract to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of \$120,000.00 for equipment, parts, and certified technical services for the annual upkeep of chlorine, chlorine dioxide, and ammonia systems at the Griswold, Wemlinger, and Binney Water Purification Facilities as required from August 1, 2022 through July 31, 2023.

QUESTIONS FOR COUNCIL

Does the City Council approve the contract with Municipal Treatment Equipment in the not-to-exceed amount of \$120,000.00 for equipment, parts, and certified technical services for the annual upkeep of chlorine, chlorine dioxide, and ammonia systems at the Griswold, Wemlinger, and Binney Water Purification Facilities as required from August 1, 2022 through July 31, 2023?

LEGAL COMMENTS

Purchase orders and contracts worth \$50,000 or more not awarded pursuant to formal competitive bidding require City Council approval (City Code § 2-672(a)(3)(b)). (Lathers)

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when it is in the City's best interests to obtain parts, repairs, or service for existing equipment from a local factory-authorized dealer or distributor (City Code § 2-674(4)). (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: The contract will be funded in the not-to-exceed amount of \$120,000.00 from the Water Fund operating budget. Funds are appropriated annually, as part of the budget development process, for equipment/infrastructure maintenance and repair.

ORG: Binney WPF (52078), Griswold WPF (52068), and Wemlinger WPF (52023).

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

- 9.d. Consideration to AUTHORIZE the Risk Manager to expend funds to for the City of Aurora's property and liability insurance policies and surety bond due on January 1, 2022, paid through insurance broker IMA, Inc., in an amount not to exceed \$3,700,000.

Waiver of Reconsideration is requested because coverage for the new insurance policies must be bound by 12/30/2021 as coverage renews on 1/1/2022. Premiums are due within 30 days of renewal, which is the end of January.

Renee Pettinato Mosley, Sr. Risk Manager / Kim Skaggs, Assistant City Attorney / Rachel Allen, Client Services Manager

- 9.e. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to NORESKO LLC in the amount of \$102,631 for providing consulting services for the Aurora Water Solar Professional Services, Project No. R-2115.

Shiva Sapkota, Engineer, Aurora Water / Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

- 9.f. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to The Conflict Center, Denver, Colorado in the amount of \$106,436.00 for a Restorative Justice Program, R-2120.

Staff requests a Waiver of Reconsideration to allow for the contract to begin in 2022.

Jason Batchelor, Deputy City Manager / Ian Best, Assistant City Attorney

- 9.g. Consideration to AWARD A SOLE SOURCE CONTRACT to the 18th Judicial District Juvenile Assessment Center, Centennial, Colorado in the not-to-exceed amount of \$207,596.00.00 for services to delinquent and at-risk juveniles through December 31, 2022.

Darin Parker, Deputy Chief of Police / Ian Best, Assistant City Attorney

- 9.h. **Municipal Treatment Equipment**

Consideration to AWARD A SINGLE SOURCE CONTRACT to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of \$100,000.00 for Evoqua Water Technologies equipment, parts, and certified technical services for the annual upkeep of chlorine, chlorine dioxide and ammonia systems through November 30, 2022.

Bobby Oligo, Manager of Water Treatment / Ian Best, Assistant City Attorney

- 9.i. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$331,819.00 for the Rampart Slip lining Program, Phase 1, Engineering Services During Construction Project, Project No. R-2073.

Dean Bedford, Principal Engineer, Aurora Water / Brian Rulla, Assistant City Attorney

- 9.j. Consideration to AWARD AN OPENLY SOLICITED contract to BT Construction, Inc., Henderson, Colorado in the amount of \$2,826,605.25 for Work Package No. 2 of the Rampart Pipeline Sliplining Program – Construction Services Phase 1 Project, Project No. R-5829A

Dean Bedford, Principal Engineer, Aurora Water / Brian Rulla, Assistant City Attorney

- 9.k. Consideration to AWARD A COMPETITIVELY BID CONTRACT to TechCon Infrastructure, LLC in the amount of \$1,120,410.00 for the 25th Ave. Pedestrian Blvd. Construction Project; Project No. 21050/5845A.

Carlie Campuzano, Public Works Traffic Manager / Brian Rulla, Assistant City Attorney

- 9.l. Clinton Street Reimbursement Agreement for Storm Sewer System

Consideration to APPROVE A REIMBURSEMENT AGREEMENT between DRI/Maple Clinton Street, LLC, Delaware limited partnership and the City of Aurora, acting by and through its Utility Enterprise for storm sewer improvements construction cost for Clinton Street #01 in the not to exceed amount of \$490,630.30.

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

- 9.m. Consideration to APPROVE AN AGREEMENT between the City of Aurora, acting by and through its Utility Enterprise and Piney Lake Trails, LLC, a Colorado limited liability company, for water and sewer services.

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

Motion by Bergan, second by Gardner, to approve items 9a – 9m with a waiver of reconsideration on item 9f.

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

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



CITY OF AURORA

Council Agenda Commentary

Item Title: An Intergovernmental Agreement regarding major drainageway planning for Prairie Dog Draw and its tributaries.
Item Initiator: Sarah "Sam" Miller, Stormwater Engineer, Aurora Water
Staff Source/Legal Source: Sarah Young, Deputy Director 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: 8/15/2022

Regular Meeting: 8/22/2022

ITEM DETAILS:

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Approving an Intergovernmental Agreement with the Urban Drainage and Flood Control District, d/b/a, Mile High Flood District (MHFD) regarding major drainageway planning for Prairie Dog Draw and its tributaries.

-No Waiver of Reconsideration

-Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

-No Outside Speaker

-Presentation time: 5 minutes

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: Water Policy

Policy Committee Date: 7/20/2022

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

On July 20, 2022, the Water Policy Committee supported moving an Intergovernmental Agreement regarding major drainageway planning for Prairie Dog Draw and its tributaries forward to Study Session.

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

The Mile High Flood District (MHFD) routinely partners with the Denver Metro Area communities to identify flood risks through stormwater flow modeling and capital projects conceptual designs to mitigate those risks. Drainageways within the developed part of the City are studied every 10 years to capture changes in land use and stormwater flow. Streams in the developing part of the City are studied as new development enters those areas. This year, Prairie Dog Draw and its tributaries were identified as a high priority drainageway due to pending development in the area. MHFD will contract with an engineering firm to provide 1-D and 2-D flow modelling to assess the hydraulic condition of the watershed, and, with the input from the project sponsors, create a list of projects with conceptual designs that adhere to MHFD and City design standards. The study will also delineate the floodplain for this drainage. The report will be publicly available and all projects identified within the City boundaries will be prioritized internally and incorporated into Aurora Water's 20-year capital plan and budget.

Because the drainageway exists entirely within Aurora, MHFD will split the cost of the study 50/50 with the City of Aurora and each entity will pay \$100,000. This IGA is to complete the Aurora Water promised amount and will be paid from the Wastewater Fund Operating Budget.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving A RESOLUTION approving an Intergovernmental Agreement with the Urban Drainage and Flood Control District, d/b/a, Mile High Flood District (MHFD) regarding major drainageway planning for Prairie Dog Draw and its tributaries forward to Regular 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. (C.R.S. §29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (Best)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this Intergovernmental Agreement will be from the Wastewater Fund Operating Budget in the amount of \$100,000.00.

Org: 52016 (Engineering Services-Storm)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT REGARDING MAJOR DRAINAGE WAY PLANNING AND FLOOD HAZARD DILENIATION FOR PRAIRIE DOG DRAW AND TRIBUTARIES

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora") and the Urban Drainage and Flood Control District d/b/a Mile High Flood District ("District") have agreed to enter this intergovernmental agreement ("Agreement") to fund major drainage way planning and flood hazard delineation for Prairie Dog Draw and its tributaries; and

WHEREAS, the project costs funded through this Agreement include major drainage way planning and flood hazard delineation for Prairie Dog Draw and its tributaries ("Project Costs"); and

WHEREAS, Aurora's contribution to the Project Costs through this Agreement shall be \$100,000.00; and

WHEREAS, the work performed pursuant to this Agreement is necessary for the health, safety, and welfare of the people of the Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The Agreement between Aurora and the District regarding major drainage way planning and flood hazard delineation for Prairie Dog Draw and its tributaries 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 _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best *RLA*

IAN BEST, Assistant City Attorney

AGREEMENT REGARDING FUNDING OF
MAJOR DRAINAGEWAY PLANNING
AND FLOOD HAZARD AREA DELINEATION FOR
PRAIRIE DOG DRAW AND TRIBUTARIES

Agreement No. 22-03.12
Project No. 107714
Agreement Amount \$350,000

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA (hereinafter called "CITY"); (hereinafter CITY shall be known as "PROJECT SPONSOR" and DISTRICT and PROJECT SPONSOR shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2022 (Resolution No. 78, Series of 2021) which includes master planning; and

WHEREAS, PARTIES now desire to proceed with development of a drainageway master plan and a flood hazard area delineation (FHAD) report for Prairie Dog Draw and Tributaries (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 07, Series of 2022); and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated January 5, 2022, (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to develop a drainageway master plan and FHAD, including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made. Drainage system planning shall be done in three phases by the engineer engaged by DISTRICT, culminating in a drainage master plan report. During the first phase, the selected engineer shall perform all data gathering and modeling needed to prepare the baseline hydrology section of the master plan report containing an introduction, study area description and hydrologic analysis description. During the second phase, the engineer shall perform all studies and data gathering needed to prepare the alternatives analysis sections of the master plan report containing a hydraulic analysis discussion, schematics of alternatives developed and their costs along with a discussion of the pros and cons of each alternative and a recommended plan. A single alternative will be selected by PARTIES after the review and evaluation of the alternatives analysis report. During the third phase, the engineer shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the master plan report. The FHAD report preparation and submittal will be concurrent with the second phase of the master plan. During the third phase, the engineer shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the master plan report.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, FHAD and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$350,000.00.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Master Plan	Maximum	FHAD
	<u>Percentage Share</u>	<u>Contribution</u>	<u>Contribution</u>
DISTRICT	50.00%	\$100,000	\$150,000
<u>CITY</u>	<u>50.00%</u>	<u>\$100,000</u>	<u>-</u>
TOTAL	100.00%	\$200,000	\$150,000

Each PARTY’S payment obligation, whether direct or contingent, extends only to funds appropriated annually by each PARTY’S governing body, paid into the treasury of that PARTY, and encumbered for the purpose of this AGREEMENT. Each PARTY does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of each PARTY.

7. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (CITY - \$100,000; DISTRICT - \$250,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at CITY request, CITY share of remaining monies shall be transferred to another special fund held by DISTRICT.

8. PROJECT MAPPING

Upon execution of this Agreement DISTRICT will solicit priced proposals for mapping services and engage the mapping firm submitting the lowest priced proposal that is also judged by DISTRICT to be responsible and qualified to perform the work. DISTRICT reserves the right to reject any proposal and to waive any formal requirements during the evaluation of the proposals. DISTRICT will administer the contract with the mapping firm. The mapping services contracted

by DISTRICT will provide for topographic mapping at a two-foot contour interval and a scale of 1-inch = 100-feet.

9. MASTER PLANNING AND DFHAD

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of PROJECT SPONSOR, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to PROJECT SPONSOR access to the draft and final electronic FHAD report files and draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to PROJECT SPONSOR upon request.

11. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon the execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for PROJECT SPONSOR shall be Director of Utilities, 15151 E Alameda Ave, Aurora, CO 80012.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSOR the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from

PROJECT SPONSOR needed to complete PROJECT in a timely manner. PROJECT SPONSOR agrees to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSOR. PROJECT SPONSOR also agrees to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSOR by DISTRICT.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the CITY where the Project is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected

engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR as needed and appropriate.

23. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PROJECT SPONSOR and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of PROJECT SPONSOR and/or DISTRICT.

26. 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 PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PROJECT SPONSOR or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. WORKER WITHOUT AUTHORIZATION

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of ill in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

- D. CONTRACTOR shall not enter into a contract with a subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contact with a worker without authorization to perform work under this Agreement.
 - E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
 - F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - G. If CONTRACTOR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contract with a worker without authorization, it will notify such subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the worker without authorization, unless during such three (3) day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.
 - H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
 - I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.
28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES
- This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.
- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
 - B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Laura Kroeger

Title Executive Director

Date _____

Checked By

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

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best
Ian J Best (Jun 2, 2022 11:16 MDT)

Ian Best, Assistant City Attorney

Jun 2, 2022

Date

22038153

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: _____

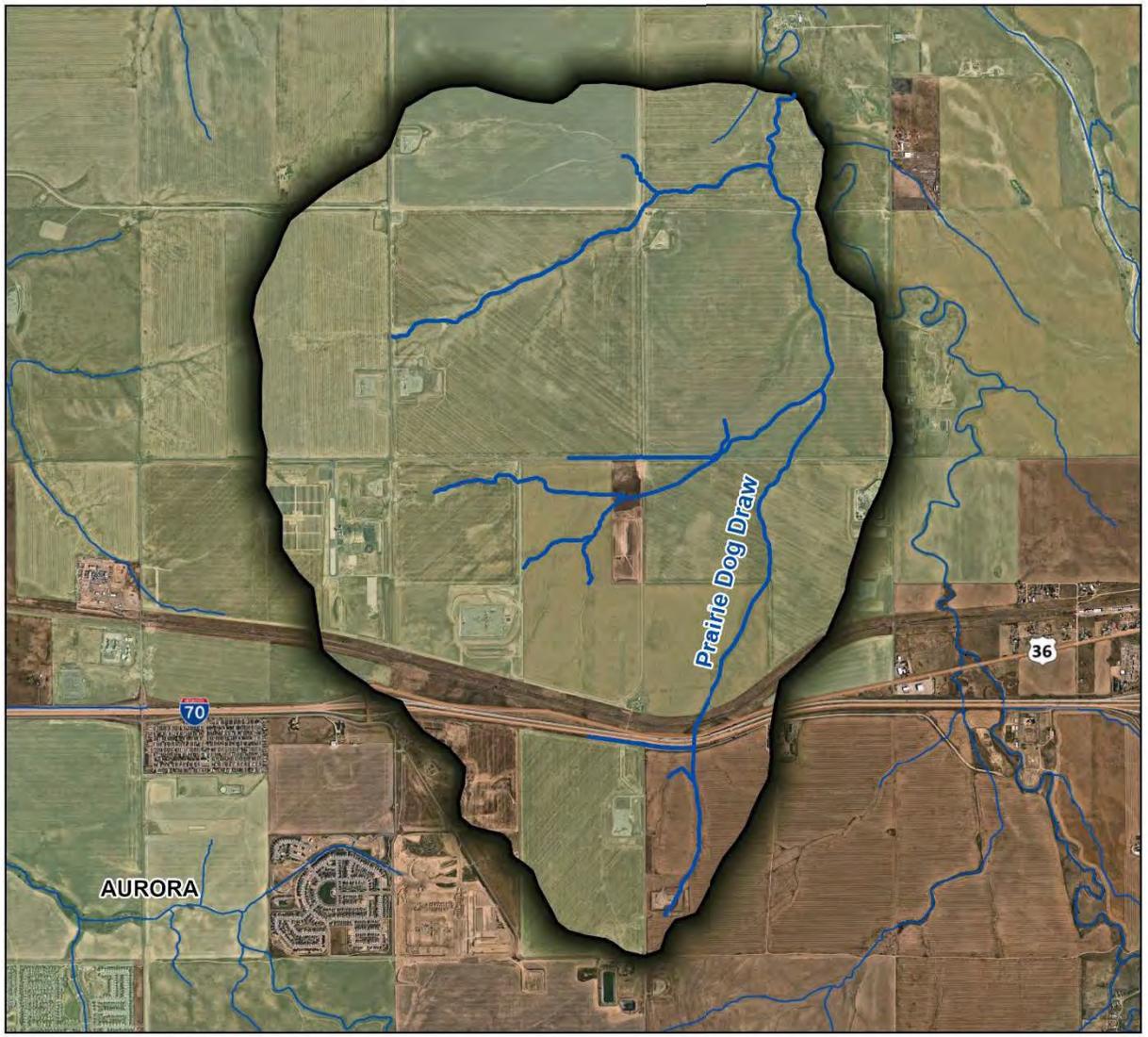
(Seal)

AGREEMENT REGARDING FUNDING OF
MAJOR DRAINAGEWAY PLANNING
AND FLOOD HAZARD AREA DELINEATION FOR
PRAIRIE DOG DRAW AND TRIBUTARIES

Agreement No. 22-03.12
Project No. 107714

EXHIBIT A:

 <p>MHFD MILE HIGH FLOOD DISTRICT</p> <p>0 0.25 0.5 1 Mile</p>	<p>Prairie Dog Draw and Tributaries</p>	 <p>Updated: 1/5/2022</p>
--	---	--



Water Policy Committee (WPC) Meeting
June 15, 2022

Members Present: Council Member Angela Lawson Vice-Chair, Council Member Steve Sundberg Chair, Council Member Curtis Gardner

Absent:

Others Present: Greg Baker, Casey Rossman, Leiana Baker, Marshall Brown, Steve Fiori, Swirvine Nyirenda, Tim York, Sam Miller, John Murphy, Ian Best, Jo Ann Giddings, Rachel Allen, Alex Davis, Zach Vernon, Rich Vidmar, Sarah Young, Adam Waters, Steve Sciba, Laura Perry, Fernando Aranda, Dan Brotzman, Rory Franklin, Brian Rulla, Melina Bourdeau

1. Approval of Minutes

The May 18, 2022, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Report
- B. Monthly Water Supply Update

Summary of Issue and Discussion: None.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue

Summary of Issue and Discussion: S. Miller gave an overview of the agreement. Council Member Sundberg asked, how many acres will be consumed by the pond? S. Young replied, First Creek Pond will be approximately 90 acres. Council Member Sundberg asked, is this for a 100-year flood event? S. Young replied, yes.

Outcome: The Committee supports the First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue.

Follow-Up Action: Forward to Regular Session for consideration.

4. Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

5. Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70.

Follow-Up Action: Forward to Regular Session for consideration.

6. Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

7. Intergovernmental Agreement regarding Strontia Springs Watershed Sediment Management Program

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Intergovernmental Agreement regarding the Strontia Springs Watershed Sediment Management Program.

Follow-Up Action: Forward to Study Session for consideration.

8. Memorandum of Understanding (MOU) for the Use and Benefit of Colorado State Forest Service

Summary of Issue and Discussion: R. Vidmar gave an overview of the MOU.

Outcome: The Committee supports the Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service.

Follow-Up Action: Forward to Study Session for consideration.

9. Conservation Overview Presentation

Summary of Issue and Discussion: T. York, A. Waters, and Z. Vernon presented on the Conservation Overview. Council Member Gardner asked, how is the turf ordinance going to work moving forward with the landscape designs? Where is this going to be required? T. York replied, this program is not going to change or go away. The Turf Ordinance is focused on new development. G. Baker added, the ordinance will be for new development. Council Member Gardner stated, I thought the homeowner was responsible for the front and backyard. T. York replied, the builder installs the front yard not the backyard. Council Member Gardner asked, what if the developer doesn't want to install the front yard? T. York replied, it is required to get a Certificate of Occupancy. Council Member Gardner requested that requirement information. T. York will email the information from Public Works to Council Member Gardner. Council Member Lawson asked, How do you manage or enforce water conservation for HOA's? How is the conservation information getting out? T. York replied, we reach out through water bills and social media. From an enforcement standpoint it's the same, it's whoever is responsible for paying the water bill is the one who is contacted. Council Member Sundberg asked, How are you advertising your services to the general public? T. York replied, it's advertised in multiple ways – the Public Relations Team, newsletters in water bills, through social media and the website. Council Member Sundberg asked, do you work with the school districts regarding turf and is there an education campaign for the schools? T. York replied, the water efficiency within the school districts is a little difficult. A. Waters is working on a program with Aurora Public Schools and the Cherry Creek school districts to help them better understand their water usage. Regarding the turf, school districts tend to be efficient with their landscape. In regard to turf, those conversations are going to take a long time, however, something that we are currently engaging in actively. In regard to school education – we have an education and outreach team that engages with the school districts and the Youth Water Festival. G. Baker added, Natalie's group works with all grade levels and are currently at a teacher workshop. We have the most engaged team in the entire state on the education side.

Outcome: Informational only.

Follow-Up Action: Informational only.

10. Water and Sewer 2023 Rate and Fee Adjustments

Summary of Issue and Discussion: F. Aranda presented on the Water and Sewer 2023 Rate and Fee Adjustments. J. Giddings stated, this presentation usually goes to forward with the budget process and want to make sure it's okay to include in the budget process in October or if the item should move forward to Study Session as a separate item. The Committee recommended going to Study Session as a separate item. Council Member Gardner stated, at the last council meeting there was a discussion that the proposed water conservation ordinance needed to pass or we're going to continue to have increases in water rates. It was stated that the ordinance was going to help us keep water rates low yet we're still increasing them. M. Brown replied, these increases include those benefits. Fees are paid at the time of connection by developers, and the cost is ultimately passed

on to the homeowner or consumer. Fees pay for system expansion, new infrastructure and the acquisition of additional water rights to meet demands. Without the savings being proposed in the ordinance there would be additional cost impacts on rates and fees (more fees than rates directly). There are water quality impacts at all of our treatment facilities, and those improvements are not necessarily built into these costs right now. F. Aranda added, the increases are not cumulative and a 5% in each utility will only add to 5% in total because you add water, sewer and storm. M. Brown added, when we show 5%, 5% and 3.5% the overall bill impact to a customer is going to be less than 5%. Council Member Sundberg asked, when will this go to Study Session? M. Brown replied, either the end of August or beginning of September.

Outcome: The Committee supports the Water and Sewer 2023 Rate and Fee Adjustments.

Follow-Up Action: Forward to Study Session for consideration.

11. Miscellaneous Matters for Consideration

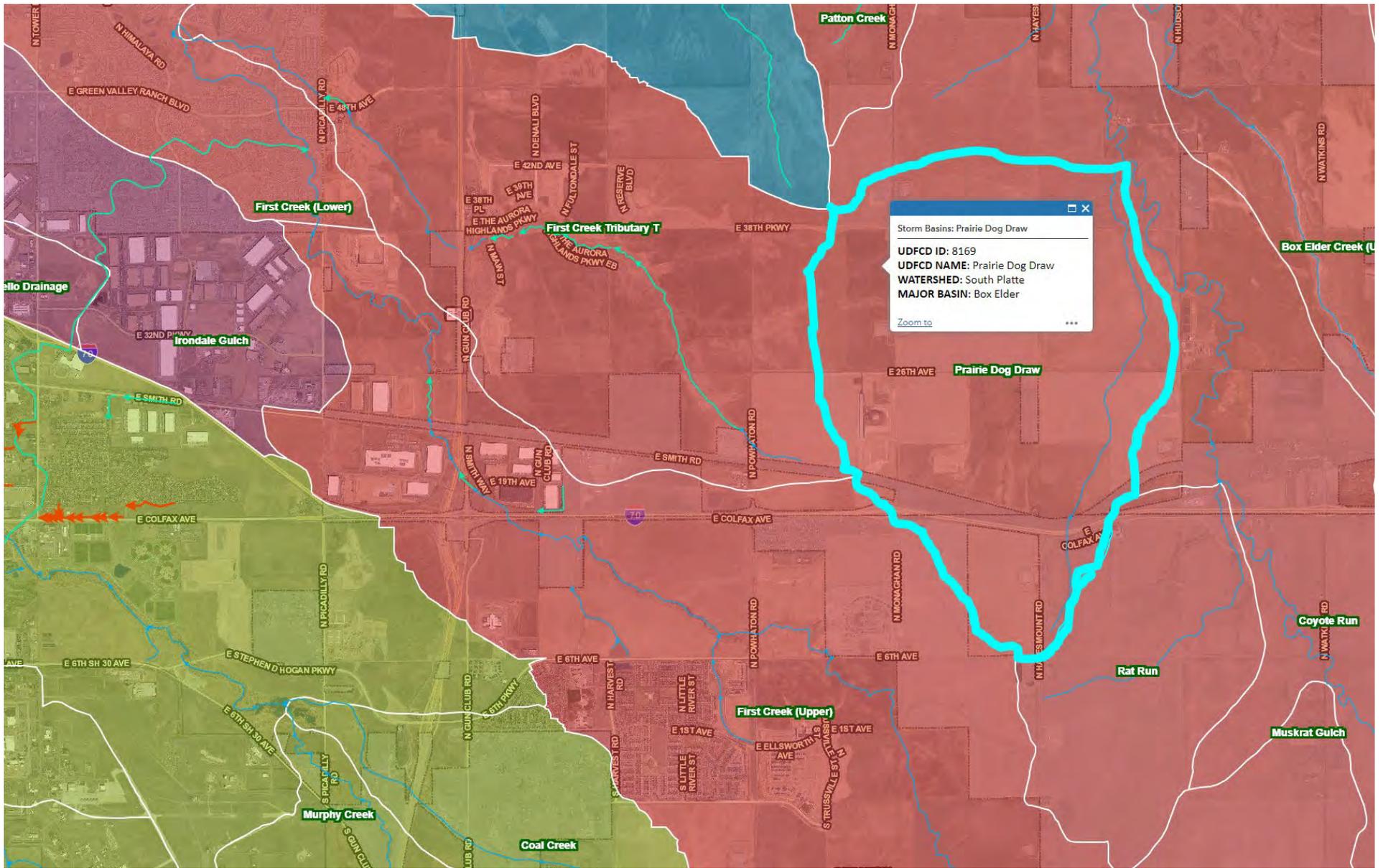
Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

12. Confirm Next Meeting

The next meeting is scheduled for August 17, 2022, 10:30 a.m. via WebEx.





CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement regarding major drainageway planning for West Toll Gate Creek’s tributaries.
Item Initiator: Sarah “Sam” Miller, Stormwater Engineer, Aurora Water
Staff Source/Legal Source: Sarah Young, Deputy Director 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: 8/15/2022

Regular Meeting: 8/22/2022

ITEM DETAILS:

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Approving an Intergovernmental Agreement with the Urban Drainage and Flood Control District, d/b/a, Mile High Flood District (MHFD) and the Southeast Metro Stormwater Authority (SEMSWA) regarding major drainageway planning for West Toll Gate Creek’s tributaries.

- No Waiver of Reconsideration
- Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
- No Outside Speaker
- Presentation time: 5 minutes

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 7/20/2022

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

On July 20, 2022, the Water Policy Committee supported moving and Intergovernmental Agreement regarding major drainageway planning for West Toll Gate Creek’s tributaries forward to Study Session.

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

The Mile High Flood District (MHFD) routinely partners with the Denver Metro Area communities to identify flood risks through stormwater flow modeling and capital projects conceptual designs to mitigate those risks. Drainageways within the developed part of the City are studied every 10 years to capture changes in land use and stormwater flow. Streams in the developing part of the City are studied as new development enters those areas. **This year, West Toll Gate Creek’s tributaries were identified as a high priority drainageway due to pending development in the area.** MHFD will contract with an engineering firm to provide 1-D and 2-D flow modelling to assess the hydraulic condition of the watershed, and, with the input from the project sponsors (Aurora and Southeast Metro Stormwater Authority (SEMSWA), create a list of projects with conceptual designs that adhere to MHFD and City design standards. The report will be publicly available and all projects identified within the City boundaries will be prioritized internally and incorporated into Aurora Water’s 20-year capital plan and budget.

Because this study includes multiple jurisdictional sponsors, MHFD will pay for 50% of the costs the sponsor jurisdictions split the other 50% based on their percentage of land within the watershed. In this case, MHFD will fund \$100,000, Aurora will fund \$80,000 and SEMSWA will pay the remaining \$20,000. The Aurora portion of this IGA will be paid from the Wastewater Fund Operating Budget.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving the APPROVAL OF A RESOLUTION Approving an Intergovernmental Agreement with the Urban Drainage and Flood Control District, d/b/a, Mile High Flood District (MHFD) and the Southeast Metro Stormwater Authority (SEMSWA) regarding major drainageway planning for West Toll Gate Creek’s tributaries forward to Regular 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. (C.R.S. §29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (Best)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this Intergovernmental Agreement will be from the Wastewater Fund Operating Budget in the amount of \$80,000.00.

Org: 52016 (Engineering Services – Storm)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT, AND THE SOUTHEAST STORMWATER METRO AUTHORITY REGARDING MAJOR DRAINAGEWAY PLANNING FOR WEST TOLL GATE CREEK TRIBUTARIES

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora"), the Urban Drainage and Flood Control District d/b/a Mile High Flood District ("District") and Southeast Stormwater Metro Authority ("SEMSWA") have agreed to fund major drainageway planning for West Toll Gate Creek tributaries; and

WHEREAS, the project costs funded through this Intergovernmental Agreement include major drainageway planning for West Toll Gate Creek tributaries ("Project Costs"); and

WHEREAS, Aurora's contribution to the Project Costs through this Intergovernmental Agreement shall be \$80,000.00; and

WHEREAS, the work performed pursuant to this Intergovernmental Agreement is necessary for the health, safety, and welfare of the people of the Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The Intergovernmental Agreement between Aurora, SEMSWA and the District regarding major drainageway planning for West Toll Gate Creek tributaries 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.

AGREEMENT REGARDING FUNDING OF
MAJOR DRAINAGEWAY PLANNING FOR
WEST TOLL GATE CREEK TRIBUTARIES

Agreement No. 22-01.43
Project No. 108920
Agreement Amount \$200,000

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), CITY OF AURORA (hereinafter called "CITY"), and SOUTHEAST STORMWATER METRO AUTHORITY (hereinafter called "SEMSWA"), (hereinafter SEMSWA, and CITY shall be collectively known as "PROJECT SPONSORS" and DISTRICT and PROJECT SPONSORS shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2022 (Resolution No. 78, Series of 2021) which includes master planning; and

WHEREAS, PARTIES now desire to proceed with development of a drainageway master plan report for West Toll Gate Creek Tributaries (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 30, Series of 2022); and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated February 2022 , (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to develop a drainageway master plan including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made.

Drainage system planning shall be done in three phases by the engineer engaged by DISTRICT, culminating in a drainage master plan report. During the first phase, the selected engineer shall perform all data gathering and modeling needed to prepare the baseline hydrology section of the master plan report containing an introduction, study area description and hydrologic analysis description. During the second phase, the engineer shall perform all studies and data gathering needed to prepare the alternatives analysis sections of the master plan report containing a hydraulic analysis discussion, schematics of alternatives developed and their costs along with a discussion of the pros and cons of each alternative and a recommended plan. A single alternative will be selected by PARTIES after the review and evaluation of the alternatives analysis report. During the third phase, the engineer shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the master plan report.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$200,000.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Master Plan Percentage Share	Maximum Contribution
DISTRICT	50.00%	\$100,000
CITY	40.00%	\$80,000
<u>SEMSWA</u>	10.00%	\$20,000
TOTAL	100.00%	\$200,000

Each PARTY’S payment obligation, whether direct or contingent, extends only to funds appropriated annually by each PARTY’S governing body, paid into the treasury of that PARTY, and encumbered for the purpose of this AGREEMENT. Each PARTY does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of each PARTY.

7. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (CITY - \$80,000; SEMSWA - \$20,000; DISTRICT - \$100,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at COUNTY request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

8. PROJECT MAPPING

DISTRICT shall provide elevation point cloud in LAS data format and elevation contour mapping of AREA with a contour interval of one-foot. Upon execution of this Agreement DISTRICT shall engage a land surveyor judged by DISTRICT to be responsible and qualified to perform the work to supplement the LAS data at hydraulic structures.

9. MASTER PLANNING

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of PROJECT SPONSORS, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to each of PROJECT SPONSORS access to the draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to any PROJECT SPONSORS requesting such data.

11. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for CITY shall be the City of Aurora Director of Utilities, 15151 E. Alameda Avenue, Aurora, Colorado 80012.
- B. The contracting officer for SEMSWA shall be Executive Director, 7437 South Fairplay Street, Centennial, Colorado 80112-4486.
- C. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- D. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSORS the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSORS needed to complete PROJECT in a timely manner. PROJECT SPONSORS agree to review all draft reports and to provide comments within 21 calendar days

after the draft reports have been provided by DISTRICT to PROJECT SPONSORS. PROJECT SPONSORS also agree to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSORS by DISTRICT.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR as needed and appropriate.

23. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PROJECT SPONSORS and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of each PROJECT SPONSOR and/or DISTRICT.

26. 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 PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PROJECT SPONSORS or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. WORKER WITHOUT AUTHORIZATION

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of workers without authorization in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contact with a worker without authorization to perform work under this Agreement.

- E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
- F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with a worker without authorization, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
- H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
- I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.
- A. Paragraph 27.A of this Agreement shall only apply to CITY. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the CITY Revised Municipal Code, and any amendments (the "Certification Ordinance").
- B. PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of workers without authorization in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:
 1. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.
 2. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. CONTRACTOR shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
 4. CONTRACTOR shall not enter into a contractor with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contact with a worker without authorization to perform work under this Agreement.
 5. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
 6. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 7. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with a worker without authorization, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
 8. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or, in the case of CITY, the City Auditor, under authority of D.R.M.C. 20-90.3.
 9. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.
- C. The portion of this provision (27.C.) of this Agreement regarding the Certification Ordinance shall only apply to CITY. CONTRACTOR is liable for any violations as provided in this section and the Certification Ordinance. If CONTRACTOR violates any provision of this section or the Certification Ordinance, PARTIES or CITY, as the case may

be, constitute grounds for disqualifying CONTRACTOR from submitting bids or proposals for future contracts with PARTIES or CITY.

28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
 - B. The image of the signature of an authorized signer inserted onto PDF format documents.
- Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Laura Kroeger

Title Executive Director

Date _____

Checked By

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

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best
Ian J Best (Jun 2, 2022 15:13 MDT)

Ian Best, Assistant City Attorney

Jun 2, 2022

Date

22038315

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)

SOUTHEAST STORMWATER
METRO AUTHORITY

By_____

Name_____

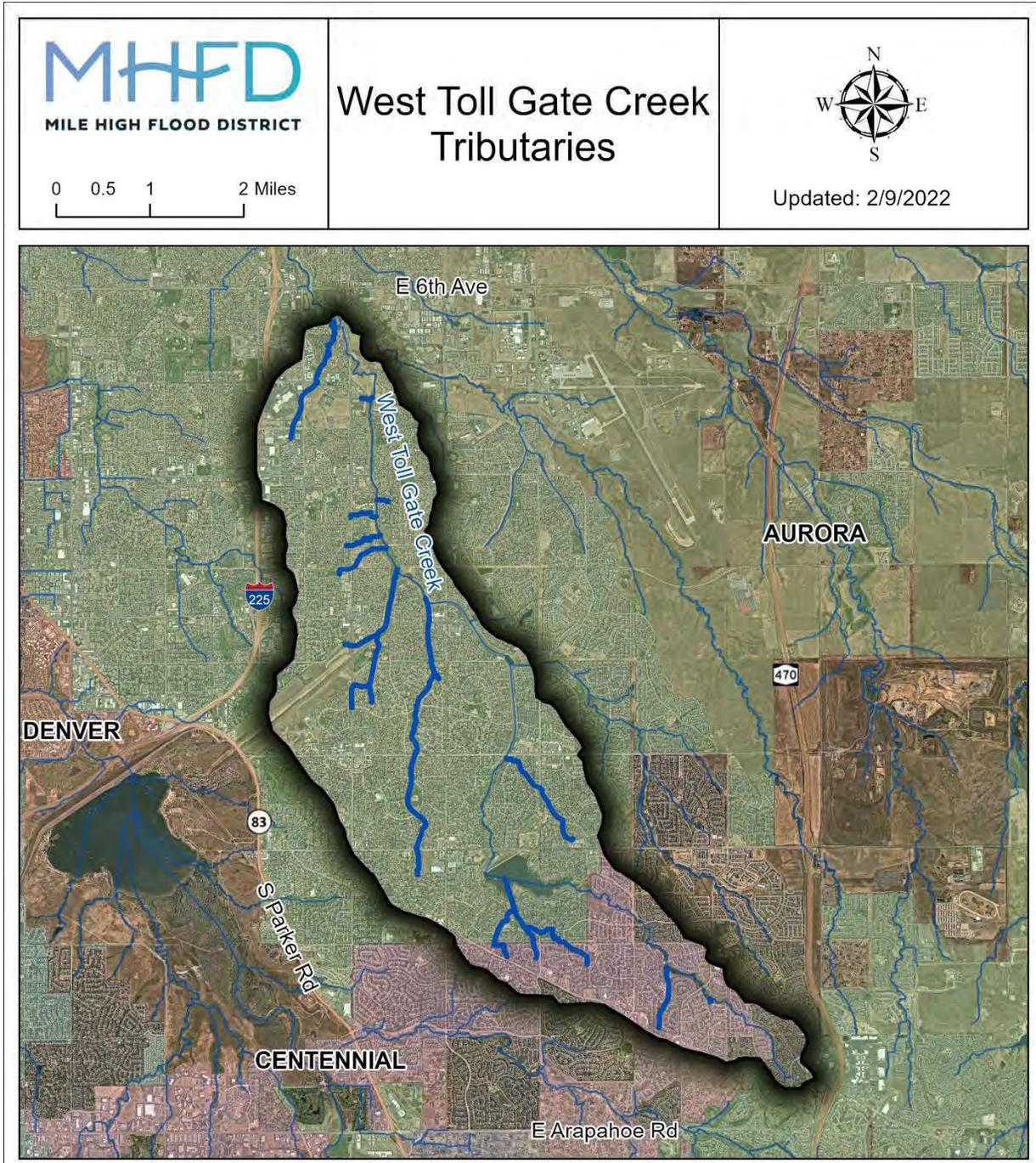
Title_____

Date_____

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
d/b/a
MILE HIGH FLOOD DISTRICT

RESOLUTION NO. 30, SERIES OF 2022
(Authorization to Participate in a Planning Study of West Toll Gate Creek
Tributaries)

EXHIBIT A



Water Policy Committee (WPC) Meeting
June 15, 2022

Members Present: Council Member Angela Lawson Vice-Chair, Council Member Steve Sundberg Chair, Council Member Curtis Gardner

Absent:

Others Present: Greg Baker, Casey Rossman, Leiana Baker, Marshall Brown, Steve Fiori, Swirvine Nyirenda, Tim York, Sam Miller, John Murphy, Ian Best, Jo Ann Giddings, Rachel Allen, Alex Davis, Zach Vernon, Rich Vidmar, Sarah Young, Adam Waters, Steve Sciba, Laura Perry, Fernando Aranda, Dan Brotzman, Rory Franklin, Brian Rulla, Melina Bourdeau

1. Approval of Minutes

The May 18, 2022, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Report
- B. Monthly Water Supply Update

Summary of Issue and Discussion: None.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue

Summary of Issue and Discussion: S. Miller gave an overview of the agreement. Council Member Sundberg asked, how many acres will be consumed by the pond? S. Young replied, First Creek Pond will be approximately 90 acres. Council Member Sundberg asked, is this for a 100-year flood event? S. Young replied, yes.

Outcome: The Committee supports the First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue.

Follow-Up Action: Forward to Regular Session for consideration.

4. Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

5. Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70.

Follow-Up Action: Forward to Regular Session for consideration.

6. Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

7. Intergovernmental Agreement regarding Strontia Springs Watershed Sediment Management Program

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Intergovernmental Agreement regarding the Strontia Springs Watershed Sediment Management Program.

Follow-Up Action: Forward to Study Session for consideration.

8. Memorandum of Understanding (MOU) for the Use and Benefit of Colorado State Forest Service

Summary of Issue and Discussion: R. Vidmar gave an overview of the MOU.

Outcome: The Committee supports the Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service.

Follow-Up Action: Forward to Study Session for consideration.

9. Conservation Overview Presentation

Summary of Issue and Discussion: T. York, A. Waters, and Z. Vernon presented on the Conservation Overview. Council Member Gardner asked, how is the turf ordinance going to work moving forward with the landscape designs? Where is this going to be required? T. York replied, this program is not going to change or go away. The Turf Ordinance is focused on new development. G. Baker added, the ordinance will be for new development. Council Member Gardner stated, I thought the homeowner was responsible for the front and backyard. T. York replied, the builder installs the front yard not the backyard. Council Member Gardner asked, what if the developer doesn't want to install the front yard? T. York replied, it is required to get a Certificate of Occupancy. Council Member Gardner requested that requirement information. T. York will email the information from Public Works to Council Member Gardner. Council Member Lawson asked, How do you manage or enforce water conservation for HOA's? How is the conservation information getting out? T. York replied, we reach out through water bills and social media. From an enforcement standpoint it's the same, it's whoever is responsible for paying the water bill is the one who is contacted. Council Member Sundberg asked, How are you advertising your services to the general public? T. York replied, it's advertised in multiple ways – the Public Relations Team, newsletters in water bills, through social media and the website. Council Member Sundberg asked, do you work with the school districts regarding turf and is there an education campaign for the schools? T. York replied, the water efficiency within the school districts is a little difficult. A. Waters is working on a program with Aurora Public Schools and the Cherry Creek school districts to help them better understand their water usage. Regarding the turf, school districts tend to be efficient with their landscape. In regard to turf, those conversations are going to take a long time, however, something that we are currently engaging in actively. In regard to school education – we have an education and outreach team that engages with the school districts and the Youth Water Festival. G. Baker added, Natalie's group works with all grade levels and are currently at a teacher workshop. We have the most engaged team in the entire state on the education side.

Outcome: Informational only.

Follow-Up Action: Informational only.

10. Water and Sewer 2023 Rate and Fee Adjustments

Summary of Issue and Discussion: F. Aranda presented on the Water and Sewer 2023 Rate and Fee Adjustments. J. Giddings stated, this presentation usually goes to forward with the budget process and want to make sure it's okay to include in the budget process in October or if the item should move forward to Study Session as a separate item. The Committee recommended going to Study Session as a separate item. Council Member Gardner stated, at the last council meeting there was a discussion that the proposed water conservation ordinance needed to pass or we're going to continue to have increases in water rates. It was stated that the ordinance was going to help us keep water rates low yet we're still increasing them. M. Brown replied, these increases include those benefits. Fees are paid at the time of connection by developers, and the cost is ultimately passed

on to the homeowner or consumer. Fees pay for system expansion, new infrastructure and the acquisition of additional water rights to meet demands. Without the savings being proposed in the ordinance there would be additional cost impacts on rates and fees (more fees than rates directly). There are water quality impacts at all of our treatment facilities, and those improvements are not necessarily built into these costs right now. F. Aranda added, the increases are not cumulative and a 5% in each utility will only add to 5% in total because you add water, sewer and storm. M. Brown added, when we show 5%, 5% and 3.5% the overall bill impact to a customer is going to be less than 5%. Council Member Sundberg asked, when will this go to Study Session? M. Brown replied, either the end of August or beginning of September.

Outcome: The Committee supports the Water and Sewer 2023 Rate and Fee Adjustments.

Follow-Up Action: Forward to Study Session for consideration.

11. Miscellaneous Matters for Consideration

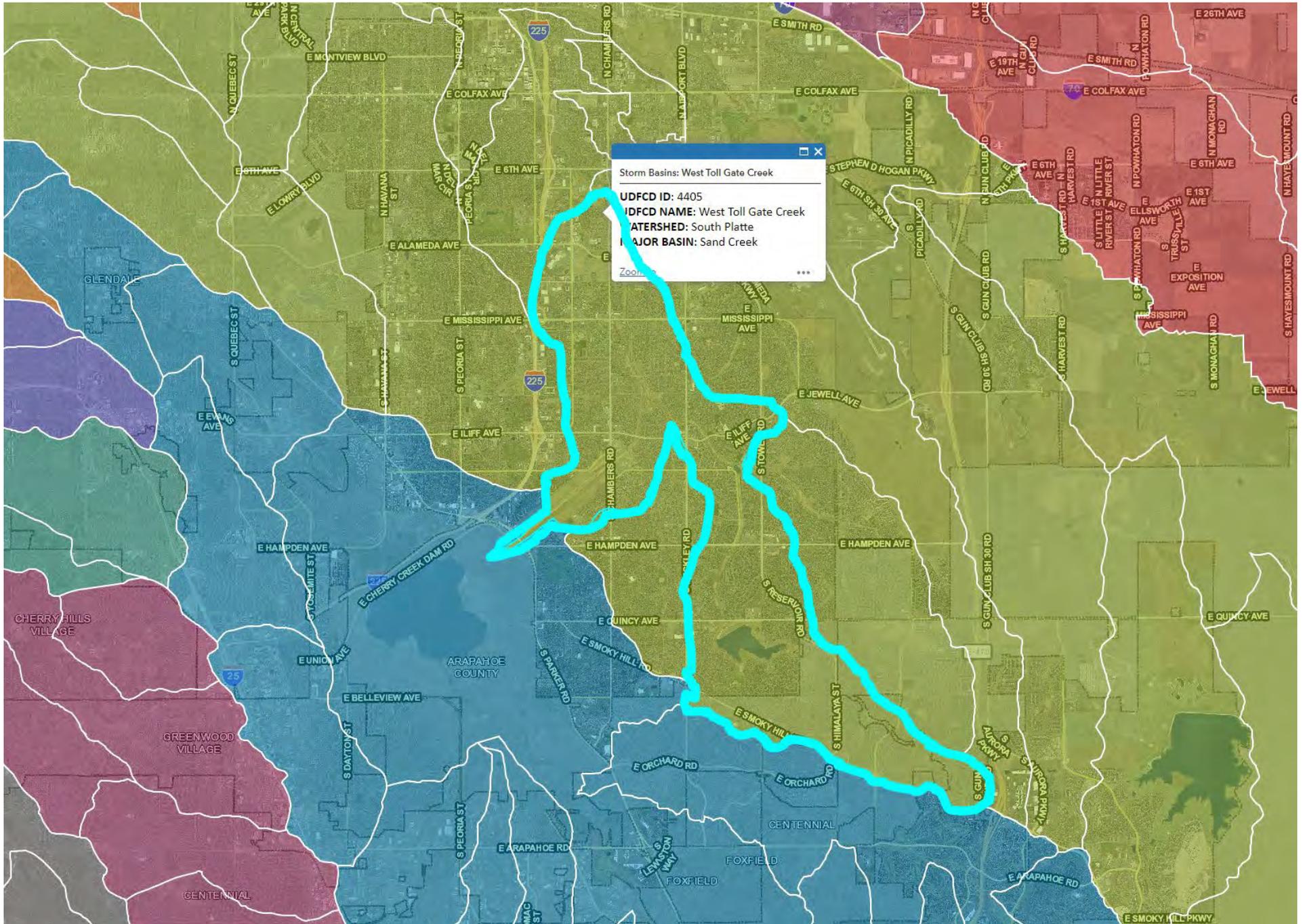
Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

12. Confirm Next Meeting

The next meeting is scheduled for August 17, 2022, 10:30 a.m. via WebEx.





CITY OF AURORA

Council Agenda Commentary

Item Title: An Intergovernmental Agreement between the City of Aurora and County of Denver regarding the Strontia Springs Watershed Sediment Management Program.

Item Initiator: Richard Vidmar, Water Resources Manager, Aurora Water

Staff Source/Legal Source: Alexandra Davis, Deputy Director of Water Resources, 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: 8/15/2022

Regular Meeting: 8/22/2022

ITEM DETAILS:

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora expressing the Aurora City Council's support of an Intergovernmental Agreement between the City of Aurora and County of Denver regarding the Strontia Springs Watershed Sediment Management Program.

-No Waiver of Reconsideration

-Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

-No Outside Speaker

-5 minute presentation , 5 minute questions

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 7/20/2022

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

On October 10, 1979, an agreement was signed between the City of Aurora and the City and County of Denver regarding operations of Strontia Springs Dam and Reservoir.

On October 11, 1983, an agreement was signed between the City of Aurora and the City and County of Denver regarding operations of Strontia Springs Dam and Reservoir.

On January 27, 2017, the City Council of the City of Aurora approved a resolution approving the Revised Foothills Intergovernmental Agreement between the City and County of Denver and the City of Aurora regarding operations of Strontia Springs Dam and Reservoir.

On July 20, 2022, the Water Policy Committee supported moving an Intergovernmental Agreement regarding the Strontia Springs Watershed Sediment Management Program forward to Study Session.

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

Strontia Springs Reservoir is owned and operated by Denver Water. Aurora Water owns 700 acre-feet of storage space within the reservoir as described in the Foothills IGA. Aurora Water takes delivery of all of its Colorado, Arkansas and upper South Platte basin water rights into the reservoir. In the last 25 years there have been several large wildfires in the South Platte above Strontia Springs. Sediment continues to make its way down the South Platte River and the North Fork of the South Platte River into the reservoir.

Rain events over the burn areas have caused increased sediment loads in the South Platte River and these sediments are deposited in the reservoir causing a reduction in storage space and degradation of water quality. Denver Water is developing the Strontia Springs Watershed Management Program to help mitigate impacts from storm events and minimize sediment entering Strontia Springs Reservoir. The program will consist of the design, permitting and construction of sediment traps, check dams, trail improvements and other measures to trap or prevent the movement of sediment. Denver Water hired a consultant to develop a series of potential sediment mitigation projects along the river corridors to arrest the migration of the sediment downstream from burned areas in the watershed (See Figure 1). A total of 81 potential projects have been identified that still need to be vetted and to have final cost estimates prepared. It is hoped that construction can begin in the second half of 2022.

The Strontia Springs Watershed Sediment Management Program IGA will allow Aurora Water to assist in coordinating the program. The total estimated cost over the 5-year term will be \$2,500,000 and **Aurora's portion will be prorated** as described in the Foothills IGA at 15.73%. The total not to exceed amount for Aurora Water is \$393,250. Denver Water will invoice Aurora Water quarterly based on actual expenses. The IGA will remain in force for 5 years from the effective date which is defined as January 1, 2022. The IGA allows for a three-month extension for invoicing and payment only. The IGA will be re-evaluated at the end of the term.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving an APPROVAL OF A RESOLUTION of an Intergovernmental Agreement between the City of Aurora and County of Denver regarding the Strontia Springs Watershed Sediment Management Program forward to Regular 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. (C.R.S. §29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (Best)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this Intergovernmental Agreement will be from the Water Fund operating budget.

ORG: 52004 (Transfer & Other Require-Water)

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A.

RESOLUTION NO. R2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS WATERSHED SEDIMENT MANAGEMENT PROGRAM

WHEREAS, the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver") and the City of Aurora, acting by and through its utility enterprise ("Aurora") entered into the Foothills Agreement dated October 10, 1979, that addresses, among other things, the joint financial responsibility for the operation and maintenance of the Strontia Springs Reservoir ("Reservoir") and its associated infrastructure; and

WHEREAS, the Parties entered into Foothills Agreement No. 07804A dated October 11, 1983 and revised April 12, 2017 ("Foothills Agreement"), that addressed each Party's responsibility regarding the continued operation and maintenance of the Reservoir; and

WHEREAS, the Foothills Agreement describes the cost sharing by the Parties for Denver's maintenance of the Reservoir; and

WHEREAS, Denver is preparing to enter an extended program of work that will be known as the Strontia Springs Watershed Sediment Management Program ("the Program") and has met with Aurora staff to familiarize them with the Program; and

WHEREAS, the Parties have agreed that the magnitude of the anticipated cost of the Program warrants a separate agreement to define the responsibilities of the Parties during the Program regardless of the terms of the Foothills Agreement that require separate agreements only in certain situations; and

WHEREAS, the financial contribution from Aurora pursuant to this agreement shall not exceed three hundred and ninety-three thousand two hundred and fifty dollars (\$393,250); and

WHEREAS, the Program is beneficial to the health, safety, and welfare of the people of the Aurora; and

WHEREAS, Aurora is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Charter authorizes Aurora by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The Strontia Springs Watershed Sediment Management Program Intergovernmental Agreement between Aurora and Denver 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 _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best *RLA*

IAN BEST, Assistant City Attorney

**Intergovernmental Agreement regarding
Strontia Springs Watershed Sediment Management Program**

This Intergovernmental Agreement ("IGA") is entered into this ____ day of _____, 2022, between the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners ("Board"), and the City of Aurora, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, a municipal corporation of the State of Colorado ("Aurora"). Board and Aurora shall be referred to herein as "Party", and collectively as "Parties".

Recitals

WHEREAS, the Board and Aurora ("Parties") entered into the Foothills Agreement dated October 10, 1979, that addresses, among other things, the joint financial responsibility for the operation and maintenance of the Strontia Springs Reservoir ("Reservoir") and its associated infrastructure; and

WHEREAS, the Parties entered into Foothills Agreement No. 07804A dated October 11, 1983, and revised April 12, 2017 ("Foothills Agreement"), that addressed each Party's responsibility regarding the continued operation and maintenance of the Reservoir, and

WHEREAS, the Foothills Agreement describes the cost sharing by the Parties for the Board's maintenance of the Reservoir; and

WHEREAS, the Board is preparing to enter into an extended program of work that will be known as the Strontia Springs Watershed Sediment Management Program, referred to as "the Program", and has met and conversed with Aurora staff to familiarize them with the Program; and

WHEREAS, the Parties have agreed that the magnitude of the anticipated cost of the Program warrants a separate agreement to define the responsibilities of the Parties during the Program regardless of the terms of the Foothills Agreement that require separate agreements only in certain situations; and

WHEREAS Colorado law, C.R.S. § 29-1-201 et seq., authorizes and encourages local governments to contract with one another to provide any function, service, or facility, including the sharing of costs. Governments are specifically authorized by C.R.S. § 31-35-402(1)(h) to enter into agreements for planning, construction and operation of water facilities. The Parties to this IGA are political subdivisions of the State of Colorado, and each is authorized to acquire water rights and infrastructure and to operate and maintain water facilities. Additionally, on February 12, 2020, the Board authorized its CEO/ Manager to enter into this cost sharing IGA with Aurora on behalf of the Board.

NOW THEREFORE, Aurora and the Board agree as follows.

Article I

1.1 The Program. The Program consists of the assessment, planning, design, permitting, construction, construction management, and project management required for the Program. The Board and Aurora agree that this IGA will be effective for 5 calendar years beginning January 1, 2022 (as set forth in Section 2.7 below) and the IGA can be reassessed upon expiration of this term.

1.2 Program Cost. The estimated total annual Program cost as of the date of this IGA is Five Hundred Thousand Dollars (\$500,000.00) (or Two Million Five Hundred Thousand Dollars (\$2,500,000.00) over the five (5) year term of the IGA). The Board's Program Manager shall consult with the Aurora Program Representative if the annual cost exceeds the estimate by ten percent (10%) or more, or if unforeseen conditions may require additional work and/or expenses reasonably expected to exceed the estimate by ten percent (10%) or more. The total obligation of Aurora under this IGA shall not exceed Three Hundred Ninety-Three Thousand Two Hundred Fifty Dollars (\$393,250.00) without further amendment.

1.3 Allocation of Financial Responsibilities. The Board and Aurora agree that the general cost share allocation of 84.27% to Denver, and 15.73% to Aurora established in the Foothills Agreement shall be applied to the Program costs. The total obligation of Aurora under this IGA shall not exceed the amount established in the preceding paragraph without further amendment. In the event any portion of the Program relates primarily to the hydroelectric facilities, and therefore benefits the Board and not Aurora, a mutually agreed upon amount (to be determined once pricing information is available) will not be included in the calculation of Aurora's 15.73% cost share and will not be reimbursed by Aurora.

1.4 Board Responsibilities. The Board shall be responsible for the following obligations in connection with the Program:

- (a) The Board shall contract for and manage the design and construction of all elements of the Program. Aurora shall be named as an additional insured on all insurance policies that the Board requires of the consultants and contractors it engages for the Program.
- (b) The Board shall designate a Program Manager responsible for the day-to-day management of the Program.
- (c) The Board shall require that a detailed cost estimate for any changes or unforeseen expenses of the Program as described in Paragraph 1.2 be prepared by its contractors and shall provide such estimate to Aurora for review within seven (7) days of receipt from the contractor or as much time as otherwise reasonably possible.
- (d) The Board shall require that any contractor engaged in work on the Program implement reasonable measures to protect Denver and Aurora water quality and infrastructure in the Reservoir from any adverse effects of its work.
- (e) During the term of the Program the Board shall ensure that Aurora staff will have access to Aurora intake and diversion facilities in the Program area at all times.

(f) The Board will make available to Aurora copies of all Program documents including drafts, detailed accounting for all Program payments, schedule changes, and Program cost accounting as available from Denver Water's Program Manager.

(g) The Board shall invoice Aurora for actual expenses quarterly (on a calendar quarter basis) for reimbursement of Aurora's cost share portion of the Program. Invoices will be sent within thirty (30) days of the quarter end and will be payable net thirty (30) days. Such invoice shall be separate from any operations and maintenance cost share invoice of the Foothills Agreement. Supporting documents and details shall be available upon request from Aurora. The Board shall advise Aurora, by May 1 of each year of the estimated expenditures to be shared during the following year and the related quarterly forecasted payments.

1.5 Aurora Responsibilities. Aurora shall be responsible for the following obligations in connection with the Program:

(a) Aurora shall designate an individual ("Program Representative") to be responsible for representing Aurora in coordinating the Program with the Board's Program Manager. Aurora's Program Representative shall make any suggestions or concerns to the Board's Project Manager in writing within five (5) business days of receipt of project documents.

(b) Aurora shall fund a share of the contingency and design costs based on its proportional share of the estimated Program cost.

(c) Aurora shall reimburse the Board for all agreed-to amounts owed and invoiced through quarterly installment payments as described in this Agreement.

Article II

2.1 Denver Charter Provisions. This IGA is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. Insofar as applicable, the Charter Provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provisions otherwise contained in this IGA.

2.2 Aurora Charter Provisions. This IGA is made under authority of § 10-12 of the Charter of the City of Aurora, which grants Council authority, 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 furnishing or receiving commodities or services.

2.2.1 Obligation of Aurora.

2.2.1.1 This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora (the "City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

2.2.1.2 In the event of a default by City's Utility Enterprise of any of its obligations under this Agreement, Customer shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water system and all debt service and reserve requirements of any bonds, notes or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

2.2.2 Non-Appropriation. The Parties acknowledge and understand that any financial obligations of the City of Aurora payable after the current fiscal year are contingent upon funds for that purpose being budgeted and appropriated by the City's governing body. Accordingly, should the City's governing body exercise its right not to appropriate funds for any fiscal year sufficient for the continued performance by the City of its obligations under this Agreement, this Agreement shall terminate at the close of the fiscal year for which funds were last appropriated without penalty or recourse to the City of Aurora.

2.3 No Assignment. No right or obligation hereunder shall be assigned by either Party. Any such assignment shall be void.

2.4 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.

2.5 Remedies. None of the remedies provided for under this IGA need to be exhausted or exercised as a prerequisite to either Party's pursuit of further relief to which it may be entitled.

2.6 No Exclusive Right. Nothing in this IGA shall be construed as a grant by either Party of any exclusive right or privilege.

2.7 Term of IGA. This IGA shall remain in force for five (5) years from the effective date, except that invoicing and payment of all obligations as described herein may extend an additional three months.

2.8 Notices. The Parties' representatives, to accept or give any request, approval, notice or the like provided for by this IGA shall be as follows. Where written notice is required, either mailed or faxed notices will be acceptable.

Robert Mahoney, Chief Engineering Officer
Denver Water

1600 W. 12th Avenue
Denver, CO 80204-3412
Robert.Mahoney@denverwater.org

Marshall Brown, General Manager, Aurora Water
City of Aurora
15151 E. Alameda Parkway, #3600
Aurora, CO 80012
mbrown@auroragov.org

2.9 Representatives.

The Board's Program Manager shall be:

Alison Witheridge
Denver Water
1600 W. 12th Avenue
Denver, CO 80204-3412 303-628-6168
Alison.Witheridge@denverwater.org

Aurora's Project Representative shall be:

Michael F. McHugh, Sr. Water Resources Project Manager
City of Aurora
15151 E. Alameda Parkway, Suite 3600
Aurora, CO 80012 303-739-7006
Mmchugh@auroragov.org

2.10 Integration. Aurora and the Board agree that this IGA shall be construed and enforced to supplement the Foothills Agreement for the purpose of completion of the Program. Any conflict between this IGA and the Foothills Agreement shall be controlled by the terms and conditions of this IGA. The provisions of the Foothills Agreement remain in full force and effect.

In witness whereof, Aurora and the Board have executed this Intergovernmental Agreement.

City and County of Denver
Acting by and through its
Board of Water Commissioners

James Lochhead, CEO/ Manager

Date

Registered and Countersigned:
City and County of Denver

Timothy M. O'Brien, CPA
Auditor

Date

Approved

Chief Engineering Officer (Signature)

Print Name

Date

Approved as to form:

Office of General Counsel (Signature)

Print Name

Date

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

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best
Ian J Best (May 31, 2022 14:27 MDT)

Ian Best, Assistant City Attorney

May 31, 2022

Date

22037419
ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, 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)

AGREEMENT

THIS AGREEMENT, made and entered into this 10TH day of OCTOBER, 1979, by and between the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, hereinafter sometimes referred to as the "Board," and the City of Aurora, a municipal corporation of the State of Colorado, hereinafter sometimes referred to as "Aurora,"

WITNESSETH:

PREMISES

Since the beginning of the development of the Denver Water Works System, the area known as and hereinafter described as "Platte Canyon" which is located along the South Platte River between Kassler and the Town of South Platte has been used, developed and will be further developed for the water works purposes of Denver, its habitants and the general Denver metropolitan area served by and through the Denver Municipal Water Works System, operated and controlled by the Board. Aurora, in the development of a portion of its water works system has constructed facilities in Platte Canyon in accordance with an Agreement entered into between the Board and Aurora dated October 19, 1964, hereinafter sometimes referred to as the "Initial Agreement."

The Board has made known to Aurora its plans to construct portions of its Foothills Project in Platte Canyon, and the likely effect on Aurora's water works facilities which are presently located in the Platte Canyon of the Board's construction, operation and maintenance of the Board's Strontia Springs Dam and appurtenant facilities. The construction of the Strontia Springs Dam and Reservoir will prevent Aurora's use of its present intake facility, transmission pipeline, the West Portal of Rampart Tunnel



No. 1 and a portion of the land overburden of Rampart Tunnel No. 1. The construction will require the abandonment of Aurora's intake facilities and transmission pipeline and will require the construction of a new intake facility and adit tunnel together with the relocation of the West Portal of Rampart Tunnel No. 1.

The dam and appurtenant facilities will cover and prevent the use of a part of the road utilized by Aurora pursuant to the Initial Agreement to reach its Platte Canyon water works facilities. Access to the new water works facilities of the Board and Aurora will be by means of a road constructed from the existing access road in Platte Canyon in, through and across Stevens Gulch. A construction staging area will be located on a portion of Aurora's siphon between Rampart Tunnel No. 1 and Rampart Tunnel No. 2.

In order to make initial arrangements for use by Aurora of certain Board property, to provide the Board with access over certain easements owned by Aurora, to provide access for Aurora to its existing facilities during the construction of the Foothills Project, and to provide a right-of-way to Aurora for its intake facility, adit tunnel and the relocated portion of the West Portal of Rampart Tunnel No. 1 which are to be constructed during the Foothills Project, the Board and Aurora entered into an Agreement dated May 24, 1978, hereinafter the "Second Agreement". In the Second Agreement the Board agreed to make a partial assignment to Aurora of the Right-of-way the Board received from the United States Forest Service, Aurora granted to the Board certain rights-of-way needed by the Board for the construction and operation of the access road and construction staging area in Stevens Gulch, and the Board granted Aurora temporary access over the Board's access road constructed in Stevens Gulch. The parties also agreed in the Second Agreement that a further agreement

would be entered into which would make provision for delivery of water to Aurora during periods of interruption of Aurora's present raw water facilities, the sharing of construction costs, the sharing of costs of future operation and maintenance of jointly used facilities and other matters.

To carry forward the cooperation necessary between the two entities for the construction of the facilities of the Foothills Project, to provide for the coordination of the work to be accomplished in furtherance thereof, and to establish the responsibilities of the parties with respect to financial obligations for the construction of the Foothills Project, Aurora and the Board desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the promises and covenants to be kept and performed by the parties as set forth in the Initial Agreement and the Second Agreement, the Board and Aurora agree as follows:

1. The Board agrees to construct at Aurora's expense, the following facilities located within the Board's right-of-way for its Strontia Springs Reservoir:

- a. Aurora Intake Tower
- b. A connection adit tunnel from the Aurora tower to Aurora's Rampart Tunnel No. 1

The above listed facilities shall hereinafter sometimes be collectively referred to as the "Aurora intake works". Said Aurora intake works shall be constructed in accordance with specifications No. SP78-10 "Contract Documents for the Construction of the Foothills Project and Strontia Springs Dam" and plans set forth on Design Drawings 732 No. C-200 through 732 No. C-213, dated March 1978 prepared for the Board by Harza Engineering Company and CH2M-Hill Consulting Engineers, which specifications and plans have been

approved by Aurora and which by this reference are made a part of this Agreement.

2. Aurora agrees to pay the Board, pursuant to Sections 24 and 25 hereof, the full cost of design, construction, and inspection of the "Aurora intake works". Full cost of design, construction and inspection shall include but not be limited to construction costs pursuant to contractor's submittals for payment, and all costs of design and inspection by the Board and the Foothills Consulting Engineers.

3. The estimated costs to Aurora for the Aurora intake works are shown in Table 1 attached hereto and made a part hereof. Aurora recognizes and agrees that changes during construction may vary the costs of construction from the estimates shown in Table 1.

4. Aurora shall, after completion of construction of the Aurora intake works and its related components and acceptance thereof by Aurora, have the sole obligation of maintenance and repair of those facilities. In the event Aurora fails to maintain or repair its facilities, and such failure would, in the Board's determination, endanger, interfere with or impair the operation or integrity of the Board's facilities, Aurora shall be responsible for and agrees to pay all costs incurred by the Board in maintaining or repairing Aurora's facilities.

5. The Board agrees to furnish to Aurora, copies of plans and specifications for construction of the Aurora intake works and connection facilities as they are finally prepared, including "as-constructed" plans. The as-constructed copies will be delivered to Aurora as soon as is reasonably possible after their preparation. Aurora agrees to furnish to the Board such plans, maps, drawings and other information as the Board may require in order to coordinate the Board's work with that of Aurora and Aurora's use of its facilities.

6. The Board has relocated the inverted siphon of Aurora which connects Rampart Tunnel No. 1 with Rampart Tunnel No. 2, hereinafter referred to as the "Stevens Gulch Siphon", within Aurora's existing right-of-way across lands owned by the Board in accordance with plans and specifications set forth in Design Drawings DR 204 No. 12, sheets 2, 9, and 19, dated February 1975, which have been prepared for the Board by Phillips-Reister/DMJM Consulting Engineers and approved by Aurora.

7. Aurora agrees to pay its proportionate share of all costs associated with relocating the Steven's Gulch siphon, in accordance with the allocation of costs set forth in Table I. Payment for Aurora's share of relocation costs for the Steven's Gulch siphon shall be pursuant to Sections 24 and 25 hereof. The calculation of costs shall include all costs incurred by the Board including, but not limited to costs of labor and material, and costs of design, construction and inspection, whether such labor was performed by Board, contractor or consultant forces.

8. The Board will supply Aurora as-constructed drawings of the relocated Steven's Gulch siphon upon completion of the relocation work.

9. After its relocation and subject to the contractor's warranty, Aurora shall have the sole responsibility and obligation to maintain and repair the Steven's Gulch siphon and particularly to bear such costs as may be required hereafter to maintain it because of the increased pressures caused by the operation of Strontia Springs Dam and Reservoir.

10. At times during the operation of Strontia Springs Reservoir, the water contained therein will cover a part of the land under which the Rampart Tunnel No. 1 is located. The presence of that water will create external pressures on the tunnel for which it was not designed and constructed. The location of the new Aurora intake being with-

in the reservoir and below the surface of the reservoir will also create pressures on the inside of Rampart Tunnel No. 1 for which it was not designed and constructed. Increases in internal pressures will additionally occur within the Steven's Gulch siphon and Rampart Tunnel No. 2, unless pressure regulation facilities are installed near the East Portal of Rampart Tunnel No. 1. Aurora shall complete the work of making its facilities pressure competent by April 1, 1981. In the event Aurora fails to commence the work necessary to make its facilities pressure competent, as described herein, by December 1, 1979, the Board may elect to commence the work itself, in which event Aurora shall be responsible for and agrees to pay all costs incurred by the Board in making Aurora's facilities pressure competent.

11. Aurora agrees to pay for all costs of the work required to make its water works facilities pressure competent as made necessary by the water in the reservoir, the operation of the reservoir, and the relocation of the intake facilities. Aurora shall have the obligation of continued maintenance of its facilities to assure their pressure competence. Aurora shall hold the Board harmless from any claims, actions, or causes of action which may result from said increased pressure on or within Aurora's water works facilities in Platte Canyon by the Strontia Springs Dam and Reservoir and the operation thereof.

12. When Aurora's intake works are connected with Rampart Tunnel No. 1 it will, during temporary periods, be impossible for Aurora to divert its water supply from the main stem of the South Platte River. The outages may each be several weeks in duration and, insofar as possible, shall be limited to periods of low water consumption by Aurora. The Board agrees to provide Aurora with an estimated time table and duration of said outages. The Board will notify Aurora at least one week in advance of a

scheduled outage and will coordinate its activities with Aurora.

13. In order that the Aurora system might be protected against prolonged outages of water supply, the Board and Aurora agree to construct an interconnection between their respective systems near the Board's Highlands Reservoir and Pump Station facilities, hereinafter the "Highlands intertie." Said Highlands intertie shall be constructed in accordance with plans and specifications approved by the parties. All costs of design, inspection, construction and eventual removal, as hereinafter provided, of the Highlands intertie shall be borne by the parties in accordance with the basis set forth in Table I. The Highlands intertie is a temporary facility and shall be removed immediately following the commencement of operation of the permanent facilities.

The water delivered to Aurora at the Highlands intertie will be diverted by the Board according to Aurora's needs and within its water right priorities at either the Board's present intake in Platte Canyon or the Board's Cheesman or Eleven Mile Reservoir facility. The location of diversion of Aurora's then needs and entitlement shall be at the Board's discretion so long as the amount of water diverted by the Board under Aurora's priorities is delivered to Aurora at the Highlands intertie. The Board and Aurora shall jointly apply to the appropriate state water official to obtain the necessary approval for the temporary exchange.

14. The parties recognize and agree that an interconnection between Aurora's Rampart Reservoir and the Board's Conduit No. 26 at its eastern portal, prior to the entry of the Board's Conduit No. 26 into the Foothills Plant proper would be of operational benefit to both. Such an interconnection would provide an ability of the two systems to interconnect during emergency outages of either the Board's

Conduit 26 and/or intake tower, or Aurora's intake tower and related facilities. The interconnection, hereinafter referred to as the "Conduit 26 interconnection", shall be partially constructed by separate contractors under the separate direction of each of the parties. All construction shall be in accordance with specifications and plans set forth in Contract Documents SP78-7 entitled Foothills Aurora Intertie dated March, 1978 prepared by the Foothills Consulting Engineers, which plans and specifications have been mutually approved by the Board and Aurora and which by this reference are made a part of this Agreement and in Design Drawings for Contract No. 151-78-128-50 entitled Rampart Parallel Raw Water Transmission Line Phase I dated January, 1979 and prepared by C.E. Maguire, Inc.

The actual cost of the Conduit 26 interconnection shall consist of the following:

- (a) The proportional costs of design, inspection and construction of oversizing that portion of Aurora's Rampart Pipeline from Rampart Reservoir to the connection with the Board's yard piping at the Foothills Water Treatment Plant, and
- (b) The cost of design, inspection and construction of that portion of the Board's yard piping at the Foothills Water Treatment Plant necessary to connect the Board's Conduit 26 to Aurora's Rampart Pipeline.

The costs of design, inspection and construction of the Conduit 26 interconnection shall be borne by each party in accordance with the basis set forth in Table I.

15. Aurora may request modifications in the construction of the Aurora intake works as described herein in order to protect the facilities of Aurora or to facilitate their operation. If the requested modification can be made without delay of the Board's project, or impairment of the Board's facilities or operations, as determined in the sole and exclusive judgment of the Board, it will be done. Aurora agrees to pay all extra expenses involved in any change orders requested by it. All requests for modification are to be made as soon as possible after receipt of

plans or changes therein so as to prevent unnecessary work and delay. All requests for construction modifications or changes must be directed to the Board's designated representative who will have responsibility for their implementation.

16. Construction of the Foothills Project by the Board, with facilities of both parties included therein necessitates continued vigilance on the part of both parties to assure that the facilities of one, due to neglect, failure of maintenance or emergency do not endanger or interfere with the operation of the facilities of the other. Both parties hereto recognize that operation of their individual facilities will require continued maintenance by each of them to prevent debris therefrom from interfering with or impairing the operation of the reservoir, endangering either intake tower or endangering or impairing the operation of any of the other party's facilities. In the event either party fails to perform said necessary maintenance work, after written notice and failure of the other to respond, the party failing to perform its maintenance work shall be responsible for and agrees to pay for the cost of the other party performing said maintenance work.

17. Aurora's operation and maintenance of its intake facilities shall be confined to the right-of-way assigned by the Board to Aurora for said intake facilities within the Board's right-of-way for Strontia Springs Dam and Reservoir. In the event the work of operation or maintenance of its intake facilities or its siphon, tunnels or pipeline requires Aurora to encroach upon the Board's right-of-way for Strontia Springs Dam and Reservoir or fee land, it shall request permission for said encroachment in writing and shall obtain permission from the Board in writing before commencing said work; and such permission not to be unreasonably withheld.

18. It is understood and agreed that the Board makes no warranties with respect to the construction work performed in accordance herewith. The Board agrees to assign all warranties of its contractors and their sureties for the facilities being constructed for Aurora's benefit, upon their acceptance by Aurora.

19. The Board has heretofore created the position of Director of Engineering and Construction for the Denver Water Department. The Director of Engineering and Construction or his designated representative shall be the representative of the Board to accept or give any request, approval, notice or the like hereunder.

20. Aurora may participate in construction inspection of facilities to be constructed or improved as are described herein in Section 1; however, all construction inspection performed by Aurora will be done at its sole expense.

21. The Board shall notify Aurora of the scheduled date of final inspection of facilities which are to be constructed or improved under the Board's project contracts for the benefit of Aurora. After final inspection of the Aurora facilities, Aurora shall provide the Board with written notice of acceptance of those facilities. The Board will at that time assign all warranties described above in Section 18 of this Agreement to Aurora.

22. Construction of the Strontia Springs Dam and related facilities will provide a benefit to Aurora and Denver. Aurora will benefit by the replacement of its present intake dam and diversion facilities on the South Platte River. Because of the benefits which Aurora will realize from the construction of the Strontia Springs Dam and related facilities, the Board and Aurora agree to share in the costs of construction of those facilities. The construction of the Foothills Project will provide the Board and

Aurora with the following ultimate diversion capabilities from the South Platte River:

	<u>Diversion Capability</u>	
	In MGD	Expressed as a % of the total
Aurora	140	15.73
Board	<u>750</u>	<u>84.27</u>
Total	890	100.00

23. The total estimated cost of certain of the facilities of the Foothills Project, and the allocation of those estimated costs between the parties, are shown on Table I. Payment for the facilities listed as line items in the attached Table I will be based upon: (a) contract costs, (b) costs of design and inspection as submitted by the engineering, technical and legal consultants, and (c) all other itemized expenses of the Board.

24. The Board will render statements to Aurora each month for the work accomplished in connection with the line items noted in Table I. The statements will be processed and paid at the earliest reasonable time by Aurora, but in no case later than 30 days after each such statement is received.

25. As of July 31, 1979, the Board has expended a total of \$10,857,444 for the items described in Table I. These expenditures when allocated as shown in Table I result in the following pro-rata share to be met by the parties as of July 31, 1979:

Aurora	\$1,692,888
Denver	\$9,164,556

Aurora will pay the Board the sum of \$500,000 upon execution of this Agreement and reimburse the Board for the remainder of \$1,192,888 within 30 days of execution of this Agreement. Thereafter all payments by Aurora shall be made in accordance with Section 24 of this Agreement.

26. For and in consideration of Aurora's financial participation in the construction of certain Foothills Project facilities herein set forth, which Project facilities are and shall be wholly owned by the Board, the Board will provide 700 acre feet of operational storage capacity in Strontia Springs Reservoir for Aurora. All Aurora water stored in Strontia Springs Reservoir shall be assessed pro-rata evaporation losses on the same basis as the Board's evaporation losses are calculated. Aurora shall share in pro-rata operational and maintenance costs as are later determined, in accordance with Section 28 hereof.

27. The Board shall maintain a clear and accurate record of all expenses and charges made in connection with the construction of the Aurora Intake Works and the facilities described in this Agreement, which records shall be available to inspection by the City of Aurora at all times.

28. It is agreed by the Board and Aurora that this Agreement does not identify operation and maintenance nor the allocation of operation and maintenance costs of the facilities of the Foothills Project. The parties agree that operation and maintenance and the allocation of costs for operation and maintenance will be made the subject of a separate agreement between them.

29. Aurora and the Board agree that neither party will do or permit anything under its authority which will impair the quality of the water of the Platte River in the exercise of its rights hereunder.

30. The parties hereto agree that this Agreement is and shall be deemed to be performable in the City and County of Denver, Colorado, notwithstanding that either of the parties may find it necessary to take action in furtherance of or in compliance with this Agreement outside said City and County.

31. This Agreement is made under and conformable to the provisions of the Charter of the City and County of

Denver, which control the operation of the Denver Municipal Water System, consisting of Sections C4.13 and C4.35 of said Charter. Insofar as applicable, said Charter provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provision otherwise contained in this Agreement.

32. The Board and Aurora hereby agree that this Agreement shall supplement the Initial Agreement between them dated October 19, 1969, and the Second Agreement dated May 24, 1978, and they do hereby ratify all provisions of said Initial Agreement and Second Agreement by the execution of this Agreement.

ATTEST: CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

W. B. Miller
Secretary

James B. Kennedy
President

APPROVED: REGISTERED AND COUNTERSIGNED:
Charles D. Byrne, Auditor
CITY AND COUNTY OF DENVER

William A. Jell
Director of Engineering
and Construction

By Charles D. Byrne

APPROVED AS TO FORM:

Nicholas S. Ubelke
Legal Division

ATTEST: CITY OF AURORA

Gail S. Johnston
City Clerk

Frank J. Wood
Mayor

This Agreement has been executed by the City of Aurora pursuant to direction and authorization by resolution duly enacted by the Aurora City Council. A certified copy of said resolution is attached hereto and made a part hereof.

Gail S. Johnston
City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this 11TH day of OCTOBER, 1983, by and between the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, hereinafter sometimes referred to as the "Board," and the City of Aurora, a municipal corporation of the State of Colorado, hereinafter sometimes referred to as "Aurora,"

WITNESSETH:

WHEREAS, the Board and Aurora have entered into Agreements dated October 19, 1964, May 24, 1978, and October 10, 1979, relating to the use, development, construction, and operation of water works facilities of the respective cities in the area known as and hereinafter referred to as "Platte Canyon"; and

WHEREAS, the Board is presently constructing the Foothills Project which project will include the Strontia Springs Dam and Reservoir, Denver's Intake Tower, Aurora's Intake Tower, and a series of tunnels and conduits all of which will serve the water works systems of the respective cities; and

WHEREAS, in the Agreement of October 10, 1979, between the Board and Aurora, the cities agreed to the sharing of the construction costs of certain of the facilities of the Foothills Project; and

WHEREAS, the parties desire to carry forward the cooperation necessary to provide for the establishment of responsibilities of the parties with respect to financial obligations for the operation and maintenance of the Foothills Project facilities; and

WHEREAS, the parties desire to carry forward the cooperation in the definition of the responsibilities of the parties with respect to operation and maintenance of jointly used Foothills Project facilities.

NOW THEREFORE, in consideration of the premises, promises and covenants to be kept and performed by the parties as set forth in this Agreement and the Agreements dated October 19, 1964, May 24, 1978, and the Agreement of October 10, 1979, the Board and Aurora agree as follows:

ARCHIVES COPY
Do Not Remove From Files



1. The Board shall perform all operation and maintenance work at and on Strontia Springs Dam and attached appurtenances.
2. The Board shall perform all maintenance work on the Platte Canyon access road between Kassler and Strontia Springs Dam, including the access roads to the toe and the top of the dam.
3. The Board and Aurora recognize that the Strontia Springs Dam and Reservoir area will, within certain operational constraints and public health and safety considerations, be open to public use and as such there will be a continual need to provide security measures in the vicinity of the dam site. The work associated with providing the necessary security measures will be accomplished by the Board.
4. The Board may be required to perform maintenance work on facilities in Platte Canyon which have been or will be constructed for the purpose of developing Platte Canyon as a recreational resource, pursuant to the terms of the Settlement Agreement in the case of Denver v. Andrus, Civil Action No. 77-W-306, in the United States District Court in the District of Colorado, and the terms of the grants of rights-of-way and other permits issued to the Board by the United States for the Foothills Project including, but not be limited to, maintenance of stream habitat improvement facilities and nature trails.
5. The Board shall have sole responsibility for performing work associated with maintenance of the Strontia Springs Reservoir pool area including, but not limited to, removal of shoreline debris and sedimentation deposits.
6. For cost accounting purposes, the work associated with the Board's operational, maintenance and security responsibilities, described in paragraphs 2 through 5 hereof, shall be considered part of the operation and maintenance work referred to in Paragraph 1 hereof. Aurora will pay a proportional share of the annual costs associated with operating and maintaining Strontia Springs Dam and Reservoir and attached appurtenances, as described in Paragraphs 1,2,3,4 and 5 hereof, in accordance with the cost sharing schedule shown in Table I, attached hereto and made a part hereof.

7. The Board shall operate and maintain the Conduit No. 26 Interconnection (which hydraulically joins Conduit No. 26 with Aurora's Rampart Pipeline) between Conduit No. 26 and the control valve located at Denver's Station 25+24.78 on said interconnection. Aurora shall operate and maintain that portion of the Conduit No. 26 Interconnection between the above described control valve and its Rampart Pipeline. Aurora's responsibility shall include the operation and maintenance of the control valve at Denver's Station 25 + 24.78 on said interconnection.

8. Aurora and the Board shall coordinate their operational activities and develop mutually agreeable water delivery schedules when either party wishes to use the Conduit No. 26 Interconnection. Aurora shall be solely responsible for monitoring deliveries of water into its Rampart Pipeline and Rampart Reservoir through said interconnection and for monitoring the water level in Rampart Reservoir. The Board shall be solely responsible for monitoring deliveries of water through said interconnection into the Foothills Water Treatment Plant.

9. The Conduit No. 26 Interconnection shall be operated in accordance with the Conduit No. 26 Interconnection Operating Procedures which are attached hereto and made a part hereof as Exhibit A. The party requesting the use of the Conduit No. 26 Interconnection does so on the basis that said party assumes all risk of loss, claims of damage, or causes of action which may be caused (including damage to the interconnection) by the use of said Interconnection.

10. Except as set forth in paragraph 9 hereof, the Board and Aurora will share in the cost of operating and maintaining the Conduit No. 26 Interconnection from Conduit No. 26 to but excluding the control valve at Denver's Station 25+24.78 on said interconnection pursuant to the cost sharing schedule presented in Table I hereof.

11. In addition to the costs to be shared by Aurora pursuant to Paragraphs 6 and 10 hereof, Aurora will pay the Board a charge equal to a percentage of the sum of Aurora's allocated costs as determined pursuant to Paragraphs 6 and 10 hereof. The costs incorporated in

said additional charge include: Source of Supply supervisory and administrative costs, dam insurance costs, water control record keeping costs, and other required service costs incurred by the Board. Said charge shall be reviewed by the Board annually from the date of this Agreement and, if necessary, shall be adjusted by the Board to reflect current costs. For 1982 and 1983, this charge is equal to 19%.

12. The Board shall operate and maintain, at its sole expense, the following Foothills Project facilities:

- a. Denver Intake Tower.
- b. Foothills Tunnel from the Denver Intake Tower to the point of connection between said tunnel and Conduit No. 26.
- c. Conduit No. 26 which connects the Foothills Tunnel to the Foothills Water Treatment Plant.
- d. The Foothills Water Treatment Plant including the Foothills Hydroelectric Power Plant.
- e. The Strontia Springs Hydroelectric Power Plant.

The facilities listed in subparagraph's a, b and c above shall hereinafter sometimes be collectively referred to as "Denver's Foothills Intake and Diversion Works."

13. Aurora shall operate and maintain, at its sole expense, the following facilities.

- a. Aurora Intake Tower.
- b. The adit tunnel between the Aurora Intake Tower and Rampart Tunnel No. 1.
- c. Rampart Tunnel No. 1
- d. The connecting structure between Rampart Tunnel No. 1 and Rampart Tunnel No. 2.
- e. Rampart Tunnel No. 2
- f. Rampart Reservoir.

The facilities listed in subparagraphs a, b, c, d and e above shall hereinafter sometimes be collectively referred to as "Aurora's Intake and Diversion Works."

14. The Board and Aurora recognize that there are facilities yet to be constructed and equipment yet to be purchased which are essential to the operation and maintenance of Strontia Springs Dam

ARCHIVES COPY

and Reservoir. These facilities and items of equipment include, but are not limited to:

- a. Caretaker facilities, including water and sanitation works and residences.
- b. Maintenance shop.
- c. Security fencing and gates.
- d. Reservoir buoy line.

The Board shall construct or acquire the above described facilities and equipment and the Board and Aurora will share in the cost of same as set forth in Table I hereof. The costs of operating or maintaining the above described facilities will be shared by the Board and Aurora on the same proportional basis as their capital costs as set forth in Table I hereof. For cost accounting purposes, said operations and maintenance work shall be considered part of the work described in Paragraph 1 hereof.

15. The Board and Aurora recognize that additional capital expenditures for jointly used facilities of the Foothills Project may be required in the future. The Board and Aurora will share said future capital expenditures which do not exceed \$20,000 per item pursuant to the cost sharing schedule in Table I hereof. If said future capital expenditures are estimated to exceed \$20,000 per item, the sharing of those costs will be the subject of separate agreements to be negotiated between the parties hereto.

16. The operation and maintenance of the facilities associated with the expenditures described in Paragraph 15 hereof will be shared by the Board and Aurora, as set forth in Table I, items II.E. and II.F. and said operations and maintenance work shall be considered part of the work described in Paragraph 1 hereof.

17. Aurora will reimburse the Board for costs shared pursuant to this Agreement through quarterly installment payments. Said installment payments shall be determined by the Board, based on projected operation, maintenance, overhead, and capital expenditures. The Board shall advise Aurora, by December 1 of each year, beginning in 1983, of the estimated expenditures to be shared during the following year and the quarterly installment payments related thereto. Within 120 days of execution of this Agreement,

the Board shall advise Aurora of Aurora's share of the expenditures during 1982 and the estimated expenditures to be shared during 1983, and the quarterly installment payments related thereto. Quarterly installment payments by Aurora shall be payable within 30 days of receipt of the Board's statements. Both parties recognize that the estimates of expenditures are not precise and costs shared will be based on actual costs incurred by the Board. The second quarter billing will include any adjustment necessary to compensate for differences between actual and estimated costs for the previous year and Aurora's participation therein.

18. The Board's estimates of expenditures for the forthcoming year shall be presented to Aurora in a format similar to that shown in the attached Table II or in such other format as the parties may agree.

19. The Board shall maintain clear and accurate records of all expenses and charges made in connection with the operation, maintenance and construction of those facilities whose costs are to be shared pursuant to this Agreement. Said records shall be available for inspection by Aurora during the Board's normal business hours.

20. Operation of the Foothills Project, with facilities of both parties included therein, necessitates continued vigilance on the part of both parties to assure that the facilities of one, due to neglect, failure of maintenance or emergency do not endanger or interfere with the operation of the facilities of the other. Both parties hereto recognize that operation of their individual facilities will require continued maintenance by each of them to prevent debris and other materials from interfering with or impairing the operation of the reservoir, endangering either intake tower, or endangering or impairing the operation of any of the other party's facilities. In the event either party fails to perform said maintenance work, after written notice and failure of the other to respond, the party failing to perform its maintenance work shall be responsible for, and agrees to pay for, the cost of the other party in performing said maintenance work.

21. Aurora shall have the obligation of continued maintenance of its facilities including Aurora's Intake and Diversion Works to assure their structural competence. Aurora shall hold the Board harmless from any claims, actions, or causes of action which may result from pressures and forces acting on or within Aurora's Intake and Diversion Works as the result of the operation of Strontia Springs Dam and Reservoir. The Board shall hold Aurora harmless from any claims, actions or causes of actions which may result from pressures and forces acting on or within Denver's Foothills Intake and Diversion Works as the result of the operation of Strontia Springs Dam and Reservoir.

22. The Board and Aurora recognize that fluctuations in the level of Strontia Springs Reservoir during periods when there is ice on the reservoir may cause damage to the upstream face of the dam and/or the intake towers. In the event the Board determines that said fluctuations may cause damage to the dam and/or intake towers, Aurora agrees, upon receiving written notice from the Board, to schedule deliveries into and out of Strontia Springs Reservoir, in a manner which will minimize fluctuations of the reservoir pool. During those times when Aurora is required to minimize reservoir fluctuations, the Board shall also schedule its deliveries into and out of the reservoir in a manner which will also minimize fluctuations of the reservoir pool. Restrictions on reservoir fluctuations shall remain in effect until the Board determines that the probability of ice damage no longer exists, at which time Aurora will be advised, in writing, of that determination.

23. Except in the case of an emergency, the operation and maintenance of Aurora's Intake and Diversion Works shall be confined to the right-of-way assigned by the Board to Aurora for said Intake and Diversion Works by right-of-way agreement. In the event the operation and maintenance of Aurora's Intake and Diversion Works requires Aurora to encroach upon the Board's property, Aurora shall request permission for said encroachment, in writing, and shall obtain permission from the Board, by license, before commencing said work.

24. The Board shall account for the inflow, outflow and storage of all water at Strontia Springs Reservoir. The Board agrees to provide Aurora, by telephone, on a daily or mutually agreeable less frequent basis, data pertaining to the inflow, outflow and storage of water in Strontia Springs Reservoir. In order for the Board to properly account for all water at Strontia Springs Reservoir, Aurora shall provide the Board, by telephone, on a daily or mutually agreeable less frequent basis, the following information:

- a. The amount of water conveyed from Strontia Springs Reservoir to Rampart Reservoir during the previous day(s).
- b. The amount of Aurora's direct flow water diverted by Aurora at its Intake and Diversion Works during the previous day(s). This information shall include an itemization of the water rights under which the direct flow water was diverted.
- c. The amount of water previously stored in Spinney Mountain Reservoir which was delivered to Strontia Springs Reservoir during the previous day(s).

Upon receiving the above described information from Aurora, the Board shall compute the total inflow to Strontia Springs Reservoir for the previous day(s), the amount of water in Aurora's and the Board's storage accounts in Strontia Springs Reservoir after deduction of appropriate evaporative losses, as determined pursuant to paragraph 28 hereof, and will subsequently report this data, and data relating to the outflow to the river and to the Foothills Treatment Plant, by telephone, to Aurora. The Board further agrees to provide Aurora, on a monthly basis, copies of the Board's water accounting forms for Strontia Springs Dam and Reservoir.

For water accounting purposes, a day shall be considered to be the 24 hour period between 12 midnight and 11:59 P.M.

25. a. Aurora shall test or have tested at its sole expense all meters measuring the flow in its Intake and Diversion Works between Strontia Springs Reservoir and Rampart Reservoir at least once a year. Copies of all test results shall be supplied to the Board. In the event Aurora's meters consistently prove to be innaccurate, the Board may require Aurora to replace and/or relocate the meters.

b. Denver shall test or have tested at its sole expense all meters measuring the flow in its Intake and Diversion Works between Strontia Springs Reservoir and Foothills Treatment Plant at least once a year. Copies of all test results shall be supplied to Aurora. In the event Denver's meters consistently prove to be innaccurate, Aurora may require Denver to replace and/or relocate the meters.

26. Except in the case of extreme emergency, the use of the Conduit No. 26 Interconnection by either party hereto shall be scheduled with the other party at least three (3) days in advance by providing written notice thereof. The use of said interconnection shall be limited to circumstances requiring temporary outages of the Board's or Aurora's respective Foothills Intake and Diversion Works. The Board and Aurora agree to minimize the use of the Conduit No. 26 interconnection by expeditiously repairing damage or accomplishing the required work to place their respective Foothills Intake and Diversion Works back in operation.

27. Whenever the Conduit No. 26 Interconnection is used to provide emergency service to either party, the Board shall be responsible for obtaining daily meter readings for deliveries of water through said interconnection. The Board shall report said meter readings, by telephone, to Aurora on a daily or mutually agreeable less frequent basis during those times when the interconnection is being used. A record of deliveries through the interconnection shall be recorded on the Board's Strontia Springs Dam and Reservoir water accounting forms.

28. By Agreement dated October 10, 1979, the Board provided 700 acre-feet of operational storage capacity in Strontia Springs Reservoir to Aurora. The Board and Aurora will use their best efforts to operate their respective water systems so as not to detrimentally impact upon the use of the storage capacity or facilities of the other party, as those facilities are defined herein at paragraphs 12 and 13, and as the storage capacity is described in the October 10, 1979 Agreement.

29. The Board shall not be responsible for the loss of Aurora's water stored in Strontia Springs Reservoir, for water divertable by

Aurora's Intake facilities, or for damages resulting therefrom. The Board shall not be responsible for damages, or losses occasioned by failure of any of the parts of the Foothills Project facilities as herein described, or for the failure to perform duties as are herein described, if the facilities or the performance are rendered impossible by the intervention of unforeseen, accidental and uncontrollable superior forces such as Acts of God, sabotage, earthquake, vandalism, acts of aggressors or acts of the common enemy.

30. No right hereunder shall be assigned by either party hereto unless agreed to by both parties with the same formality employed in the execution of this Agreement.

31. The parties hereto agree that this Agreement is and shall be deemed to be performable in the City and County of Denver, Colorado, notwithstanding that either of the parties may find it necessary to take action in furtherance of or in compliance with this Agreement outside said City and County.

32. This Agreement is made under and conformable to the provisions of the Charter of the City and County of Denver which control the operation of the Denver Municipal Water System, consisting of Sections C4.14 and C4.35 of said Charter. Insofar as applicable, said Charter provisions are incorporated herein and made a part hereof by this reference and shall supercede any apparently conflicting provision otherwise contained in this Agreement.

33. This Agreement shall supplement the Agreements of October 19, 1964, May 24, 1978, and October 10, 1979, and the parties, by the execution of this Agreement, hereby ratify the provisions of said Agreements.

ATTEST:

CITY AND COUNTY OF DENVER
acting by and through its
BOARD OF WATER COMMISSIONERS

W. H. Miller
Secretary

D. Dale Shaff
President

APPROVED:

REGISTERED AND COUNTERSIGNED
Mike Licht, Auditor
CITY AND COUNTY OF DENVER

Carl E. Carlson
Plant Division

By *Mike Licht*
(C-6) 9/27/83

K. S. Mitchell
Planning Division

[Signature]
Engineering Division

Robert E. Wedeman
Finance Division

APPROVED AS TO FORM:

Michael R. Walker
Legal Division

ATTEST:

CITY OF AURORA

Gail C. Johnston
City Clerk

By *[Signature]*
Mayor Dennis Champine

This Agreement has been executed by the City of Aurora pursuant to direction and authorization by motion duly enacted by the Aurora City Council. A certified copy of the Minutes of the regular meeting of the City Council of the City of Aurora, Colorado for June 6, 1983 (Item 13 m) is attached hereto and made a part hereof.

Gail C. Johnston
Deputy City Clerk
Gail C. Johnston

DATED: June 6, 1983

APPROVED AS TO FORM
[Signature]
DATE

TABLE I

ALLOCATION OF COSTS TO BE BORNE BY THE
BOARD AND AURORA IN THE OPERATION AND
MAINTENANCE OF THE FOOTHILLS PROJECT

ITEM	Basis For Cost Sharing	
	Board %	Aurora %
I. Operation and Maintenance Costs		
A. Strontia Springs Dam and Reservoir (Includes, but not limited to, costs associated with operating and maintaining the dam and attached appurtenances, river gage station below the dam, and the Platte Canyon access road between Kassler and Strontia Springs Dam, dam safety inspections and the monitoring and maintaining of instrumentation installed therefor, providing security measures in the vicinity of the dam site, maintaining recreational resource facilities (if required) and maintaining the reservoir area)	84.27	15.73
B. Conduit No. 26 Interconnection from Conduit No. 26 to but excluding the control valve at Station 25+24.78 on said Interconnection	50.00	50.00
C. Additional Charge		Aurora will pay an additional charge equal to a percentage of the sum of Aurora's costs as determined pursuant to Sections I.A. and I.B. hereof
D. Denver's Foothills Intake and Diversion Works (Includes costs associated with operating and maintaining the Denver Intake Tower, Foothills Tunnel and Conduit No. 26)	100.00	-0-
E. Foothills Water Treatment Plant Including Foothills Hydroelectric Power Plant	100.00	-0-
F. Stronita Springs Hydroelectric Power Plant	100.00	-0-
G. Aurora's Intake and Diversion Works (includes costs associated with operating and maintaining the Aurora Intake Tower, the adit tunnel between the Aurora Intake Tower and Rampart Tunnel No. 1, Rampart Tunnel No. 1, the connecting structure between Rampart Tunnel No. 1 and Rampart Tunnel No. 2.)	-0-	100.00
H. Rampart Reservoir	-0-	100.00

TABLE I (CONTINUED)

ALLOCATION OF COSTS TO BE BORNE BY THE
BOARD AND AURORA IN THE OPERATION AND
MAINTENANCE OF THE FOOTHILLS PROJECT

ITEM	Basis For Cost Sharing	
	Board %	Aurora %
II. Capital Costs		
A. Caretaker facilities, including water and sanitation works and residences	84.27	15.73
B. Maintenance shop	84.27	15.73
C. Security fencing and gates	84.27	15.73
D. Reservoir buoy line	84.27	15.73
E. Non-Specified Future Capital Costs of \$20,000 or less per item	84.27	15.73
F. Non-Specified Future Capital Costs in excess of \$20,000 per item		Subject to Separate Agreements to be Negotiated

TABLE II

ESTIMATE OF COSTS TO BE BORNE BY AURORA IN CONNECTION WITH
THE OPERATION, MAINTENANCE AND CERTAIN CAPITAL CONSTRUCTION
PROGRAMS AT OR IN THE VICINITY OF THE FOOTHILLS PROJECT
FOR CALENDAR YEAR _____

ITEM	TOTAL ESTIMATED	AURORA'S	
	COST	PROPORTIONAL SHARE	
	\$	\$	\$
I. Operation and Maintenance Costs			
A. Strontia Springs Dam And Reservoir		15.73	
B. Conduit No. 26 Interconnection		50.00	
C. SUB-TOTAL	---	---	---
II. Capital Costs			
A. Caretaker facilities, including water and sanitation works and residences		15.73	
B. Maintenance Shop		15.73	
C. Security Fencing & Gates		15.73	
D. Reservoir buoy line		15.73	
E. SUB-TOTAL	---	---	---
III. Additional Charge (A percentage of line I.C.)	---	---	---
IV. Total Aurora Cost (line I.C. + line II.E. + line III)	---	---	---

Quarterly Billing Schedule

January 1	\$ _____
April 1	\$ _____
July 1	\$ _____
October 1	\$ _____
TOTAL	\$ _____

CONDUIT NO. 26 INTERCONNECTION
OPERATING PROCEDURES

- I. Prior to using the Conduit 26 Interconnection, the following steps need to be followed:
1. The party intending to use the Conduit No. 26 Interconnection will give 3 days advance written notice to the other of that intention. When emergency conditions make such advance notice impractical, a shorter advance notice can be made when mutually agreeable to both the Denver Water Department and Aurora. Said advance notice will be given to the other party as follows:
 - Denver Water Department:
 - Raw Water Control Section (normal business hours)
 - Foothills Treatment Plant (emergency only during non-business hours)
 - Aurora:
 - Water Resource Engineer (normal business hours)
 - Kuiper Water Treatment Plant (emergency only during non-business hours)

The party desiring the water delivered through the Conduit No. 26 Interconnection shall specify the rate of delivery, which must be mutually agreeable to both parties.
 2. The 60 inch Butterfly Valve on the 60 inch diameter outlet line from Rampart Reservoir should be opened by Aurora. Aurora is responsible to see that the Butterfly Valve remains open during the entire period that the Conduit No. 26 Interconnection is in use, except during such times that repair and/or Modifications upstream of the 60 inch Valve are required by Aurora.
 3. The 36 inch pressure Regulating Cone Valve at Denver's Station 0+66 should be checked by Denver to make sure it is operable and seated closed for the startup.
 4. The 2 way Meter at Denver's Station 4+00 should be checked by Denver to make sure it is operable for the startup.
 5. Level Indicator Telemetry for Rampart Reservoir should be checked and activated by Aurora, if installed. Until said telemetry is installed, Aurora will continuously monitor the water level in Rampart Reservoir to assure no spillage occurs during the operation of the Conduit 26 Interconnection. After level indicator and related hardware are installed, Aurora will be responsible for maintaining said equipment to assure its proper performance.
- II. Once the steps in I above have been completed the following steps should be followed to fill and activate the Conduit No. 26 Interconnection:
1. Aurora will slowly open the 48 inch Butterfly Valve at Denver's Station 25+24.28.
 2. Denver will slowly open the 54 inch Butterfly Valve at Denver's Station 0+10 and, if required, slowly open the 96 inch Butterfly Valve on the Influent Manifold.

Exhibit A (Continued)

3. After said Butterfly Valves are in the fully open position, Denver will operate the Pressure Regulating Cone Valve at Denver's Station 0+66. This valve will be operated manually until the valve is opened sufficiently to reach the point at which the valve will operate in the automatic mode and regulate flow downstream at the specified rate.
- III. After deliveries through the Conduit 26 Interconnection have been completed, the following steps should be taken:
1. Denver will manually close the 36 inch Pressure Regulating Cone Valve at Denver's Station 0+66 until the valve is seated closed.
 2. Aurora will close the 48 inch Butterfly Valve at Denver's Station 25+24.78. This valve will remain in the closed position when the Conduit 26 Interconnection is not in use.
 3. Denver will close the 54 inch Butterfly valve at Denver's Station 0+10. The valve will remain in the closed position when the Conduit 26 Interconnection is not in use.

REVISED FOOTHILLS AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, hereinafter referred to as the “Board” or “Denver”, and the City of Aurora, a municipal corporation of the state of Colorado, hereinafter referred to as “Aurora”. The Board and Aurora are referred to herein collectively as the “Parties” or the “Cities” and individually as “Party.”

RECITALS

A. The Board and Aurora have entered into Agreements dated October 19, 1964, May 24, 1978, and October 10, 1979, relating to the use, development, construction, and operation of water works facilities of the respective Cities in the area known as and hereinafter referred to as “Platte Canyon.”

B. The Board constructed the “Foothills Project” which includes the Strontia Springs Dam and Reservoir, Denver’s Intake-Tower, Aurora’s Intake Tower, and a series of tunnels and conduits all of which serve the water works systems of the respective Cities.

C. In the Agreement of October 10, 1979, between the Board and Aurora, the Cities agreed to the sharing of the construction costs of certain facilities of the Foothills Project.

D. Upon completion of the Foothills Project, the Parties desired to carry forward the cooperation necessary to provide for the establishment of responsibilities of the Parties with respect to financial obligations for the operation and maintenance of the Foothills Project facilities.

E. Also upon completion of the Foothills Project, the Parties desired to carry forward the cooperation in the definition of the responsibilities of the Parties with respect to operation and maintenance of jointly used Foothills Project facilities.

F. To effectuate these desires, the Parties entered into an Agreement dated October 11, 1983 (“1983 Agreement”), as amended March 12, 2008.

G. Paragraph 15 of the 1983 Agreement, as amended, provided that the Board and Aurora “will share . . . capital expenditures which do not exceed \$100,000 per item pursuant to the cost sharing schedule in Table I hereof”.

H. As a result of increasing cost and frequency of capital expenditures, the Board and Aurora desire to increase the \$100,000 limit under paragraph 17 to \$250,000.

I. The Board and Aurora also desire to update and reconstitute the 1983 Agreement.

NOW THEREFORE, in consideration of the premises, promises and covenants to be kept and performed by the Parties as set forth in this Agreement and the Agreements dated October 19, 1964, May 24, 1978, and the Agreement of October 10, 1979, the Board and Aurora agree as follows:

1. The above recitals are incorporated herein and made a part of this Agreement.
2. The October 11, 1983 Agreement, as amended on March 12, 2008, between the Board and Aurora is terminated and replaced with this Agreement.
3. The Board shall perform all operation and maintenance work at and on Strontia Springs Dam and attached appurtenances.
4. The Board shall perform all maintenance work on the Platte Canyon access road between Kassler and Strontia Springs Dam, including the access roads to the toe and the top of the dam.
5. The Board and Aurora recognize that the Strontia Springs Dam and Reservoir area will, within certain operational constraints and public health and safety considerations, be open to public use and as such there will be a continual need to provide security measures in the vicinity of the dam site. The work associated with providing the necessary security measures will be accomplished by the Board.
6. The Board may be required to perform maintenance work on facilities in Platte Canyon which have been or will be constructed for the purpose of developing Platte Canyon as a recreational resource, pursuant to the terms of the Settlement Agreement in the case of Denver v. Andrus, Civil Action No. 77-W-306, in the United States District Court in the District of Colorado, and the terms of the grants of rights-of-way and other permits issued to the Board by the United States for the Foothills Project including, but not be limited to, maintenance of stream habitat improvement facilities and nature trails.
7. The Board shall have sole responsibility for performing work associated with maintenance of the Strontia Springs Reservoir pool area including, but not limited to, removal of shoreline debris and sedimentation deposits.
8. For cost accounting purposes, the work associated with the Board's operational, maintenance and security responsibilities, described in paragraphs 4 through 7 hereof, shall be considered part of the operation and maintenance work referred to in paragraph 3 hereof. Aurora

will pay a proportional share of the annual costs associated with operating and maintaining Strontia Springs Dam and Reservoir and attached appurtenances, as described in Paragraphs 3, 4, 5, 6 and 7 hereof, in accordance with the cost sharing schedule shown in Table I, attached hereto and made a part of this Agreement.

9. The Board shall operate and maintain the Foothills-Aurora Intertie (which hydraulically joins Conduit No. 26 with Aurora's Rampart Pipeline) between Conduit No. 26 and the 48-inch Butterfly Isolation Valve located at Denver's Station 25+24.78 on the Foothills-Aurora Intertie. Aurora shall operate and maintain that portion of the Foothills-Aurora Intertie between the above described 48-inch Butterfly Isolation Valve and its Rampart Pipeline. Aurora's responsibility shall include the operation and maintenance of the 48-inch Butterfly Isolation Valve at Denver's Station 25+24.78 on the Foothills-Aurora Intertie.

10. Aurora and the Board shall coordinate their operational activities and develop mutually agreeable water delivery schedules when either Party wishes to use the Foothills-Aurora Intertie. Aurora shall be solely responsible for monitoring deliveries of water into its Rampart Pipeline and Rampart Reservoir through the Foothills-Aurora Intertie and for monitoring the water level in Rampart Reservoir. The Board shall be solely responsible for monitoring deliveries of water through Foothills-Aurora Intertie into the Foothills Water Treatment Plant.

11. The Foothills-Aurora Intertie shall be operated in accordance with the Foothills-Aurora Intertie Operating Procedures, a draft copy of which is attached hereto and made a part hereof as **Exhibit A**. **Exhibit A** may be revised from time to time without amending this Agreement upon written agreement of the Parties' operating personnel. In the event of a conflict between the terms of **Exhibit A** and this Agreement, the terms of this Agreement shall control. The Party requesting the use of the Foothills-Aurora Intertie does so on the basis that said Party assumes all risk of loss, claims of damage, or causes of action which may be caused (including damage to the Intertie) by the use of said Intertie.

12. Except as set forth in paragraph 11 above, the Board and Aurora will share in the cost of operating and maintaining the Foothills-Aurora Intertie to but excluding the 48-inch Butterfly Isolation Valve at Denver's Station 25+24.78 on the Foothills-Aurora Intertie pursuant to the cost sharing schedule presented in Table I hereof.

13. In addition to the costs to be shared by Aurora pursuant to Paragraphs 8 and 12 hereof, Aurora will pay the Board a charge equal to a percentage of the sum of Aurora's allocated

costs as determined pursuant to Paragraphs 8 and 12 above. The costs incorporated in said additional charge include: Source of Supply supervisory and administrative costs, dam insurance costs, water control record keeping costs, and other required service costs incurred by the Board. For 2017, this charge is equal to 13%. The charge shall be reviewed by the Board within a year from the date of this Agreement and annually thereafter, and if necessary, shall be adjusted by the Board upon written consent by Aurora's Director of Aurora Water to reflect current costs; provided, however, Aurora shall not unreasonably withhold consent.

14. The Board shall operate and maintain, at its sole expense, the following Foothills Project facilities:

- a. Denver Intake Tower.
- b. Foothills Tunnel from the Denver Intake Tower to the point of connection between said tunnel and Conduit No. 26.
- c. Conduit No. 26 which connects the Foothills Tunnel to the Foothills Water Treatment Plant.
- d. The Foothills Water Treatment Plant including the Foothills Hydroelectric Power Plant.
- e. The Strontia Springs Hydroelectric Power Plant.

The facilities listed in subparagraph's a, b and c above shall hereinafter sometimes be collectively referred to as "Denver's Foothills Intake and Diversion Works."

15. Aurora shall operate and maintain, at its sole expense, the following facilities:

- a. Aurora Intake Tower.
- b. The adit tunnel between the Aurora Intake Tower and Rampart Tunnel No.1.
- c. Rampart Tunnel No. 1.
- d. The connecting structure between Rampart Tunnel No. 1 and Rampart Tunnel No. 2.
- e. Rampart Tunnel No. 2.
- f. Rampart Reservoir.

The facilities listed in subparagraphs a, b, c, d and e above shall hereinafter sometimes be collectively referred to as "Aurora's Intake and Diversion Works".

16. The Board and Aurora recognize that there are facilities that have been constructed and equipment purchased which are essential to the operation and maintenance of Strontia Springs Dam and Reservoir. These facilities and items of equipment include, but are not limited to:

- a. Caretaker facilities, including water and sanitation works and residences.
- b. Maintenance shop.
- c. Security fencing and gates.
- d. Reservoir buoy line.

The Board and Aurora shared in the cost of the above described facilities and equipment as set forth in Table I and Table II. The costs of operating or maintaining and capital costs for replacement of the above described facilities will be shared by the Board and Aurora on the proportional basis as set forth in Tables I and II. For cost accounting purposes, said operations and maintenance work shall be considered part of the work described in Paragraph 3 above.

17. The Board and Aurora recognize that additional capital expenditures for jointly used facilities of the Foothills Project may be required in the future. The Board and Aurora will share said future capital expenditures which do not exceed \$250,000 per item pursuant to the cost sharing schedule in Table I hereof. If said future capital expenditures are estimated to exceed \$250,000 per item, the sharing of those costs will be the subject of separate agreements to be negotiated between the Parties hereto.

18. The operation and maintenance of the facilities associated with the expenditures described in Paragraph 17 above will be shared by the Board and Aurora, as set forth in Table I, items II.E. and II.F. and said operations and maintenance work shall be considered part of the work described in Paragraph 3 above.

19. Aurora will reimburse the Board for costs shared pursuant to this Agreement through quarterly forecasted payments. The quarterly forecasted payments shall be determined by the Board, based on projected operation, maintenance, overhead, and capital expenditures. The Board shall advise Aurora, by May 1st of each year, beginning in 2017, of the estimated expenditures to be shared during the following year and the related quarterly forecasted payments. The estimated expenditures provided by the Board on May 1st is a preliminary estimate and may be subject to revision as the year progresses. The Board will advise Aurora of any revisions to the estimate as they become known. Aurora's quarterly forecasted payments shall be payable within 30 days of receipt of the Board's statements. Both Parties recognize that the estimates of

expenditures are not precise and costs shared will be based on actual costs incurred by the Board. The second quarter billing will include any adjustment necessary to compensate for differences between actual and estimated costs for the previous year and Aurora's participation therein. If requested by Aurora, the Board will provide Aurora with copies of all invoices during the second quarter billing cycle from the previous year being May 1 through April 30.

20. The Board's estimates of expenditures for the forthcoming year shall be presented to Aurora in a format similar to that shown in the attached Table II or in such other format as the Parties may agree.

21. The Board shall maintain clear and accurate records of all expenses and charges made in connection with the operation, maintenance and construction of those facilities whose costs are to be shared pursuant to this Agreement. Said records shall be available for inspection by Aurora during the Board's normal business hours.

22. Operation of the Foothills Project, with facilities of both Parties included therein, necessitates continued vigilance on the part of both Parties to assure that the facilities of one, due to neglect, failure of maintenance or emergency do not endanger or interfere with the operation of the facilities of the other. Both Parties recognize that operation of their individual facilities will require continued maintenance by each of them to prevent debris and other materials from interfering with or impairing the operation of the reservoir, endangering either intake tower, or endangering or impairing the operation of any of the other Party's facilities. In the event either Party fails to perform said maintenance work, after written notice and failure of the other to respond, the Party failing to perform its maintenance work shall be responsible for, and agrees to pay for, the cost of the other Party in performing said maintenance work.

23. Aurora shall have the obligation of continued maintenance of its facilities including Aurora's Intake and Diversion Works to assure their structural competence. Aurora shall hold the Board harmless from any claims, actions, or causes of action which may result from any claims, actions, or causes of action which may result from pressures and forces acting on or within Aurora's Intake Diversion Works as the result of the operation of Strontia Springs Dam and Reservoir. The Board shall hold Aurora harmless from any claims, actions or causes of actions which may result from pressures and forces acting on or within Denver's Foothills Intake and Diversion Works as the result of the operation of Strontia Springs Dam and Reservoir.

24. The Board and Aurora recognize that fluctuations in the level of Strontia Springs Reservoir during periods when there is ice on the reservoir may cause damage to the upstream face of the dam and/or the intake towers. In the event the Board determines that said fluctuations may cause damage to the dam and/or intake towers, Aurora agrees, upon receiving written notice from the Board, to schedule deliveries into and out of Strontia Springs Reservoir, in a manner which will minimize fluctuations of the reservoir pool. During those times when Aurora is required to minimize reservoir fluctuations, the Board shall also schedule its deliveries into and out of the reservoir in a manner which will also minimize fluctuations of the reservoir pool. Restrictions on reservoir fluctuations shall remain in effect until the Board determines that the probability of ice damage no longer exists, at which time Aurora will be advised, in writing, of that determination.

25. Except in the case of an emergency, the operation and maintenance of Aurora's Intake and Diversion Works shall be confined to the right-of-way assigned by the Board to Aurora for said Intake and Diversion Works by right-of-way agreement. In the event the operation and maintenance of Aurora's Intake and Diversion Works requires Aurora to encroach upon the Board's property, Aurora shall request permission for said encroachment, in writing, and shall obtain permission from the Board, by license, before commencing said work.

26. The Board shall account for the inflow, outflow and storage of all water at Strontia Springs Reservoir. The Board agrees to provide Aurora, by telephone or email, on a daily or mutually agreeable less frequent basis, data pertaining to the inflow, outflow and storage of water in Strontia Springs Reservoir. In order for the Board to properly account for all water at Strontia Springs Reservoir, Aurora shall provide the Board, by telephone or email, on a daily or mutually agreeable less frequent basis, the following:

- a. The amount of water conveyed from Strontia Springs Reservoir to Rampart Reservoir during the previous day(s).
- b. The amount of Aurora's direct flow water diverted by Aurora at its Intake and Diversion Works during the previous day(s). This information shall include an itemization of the water rights under which the direct flow water was diverted.
- c. The amount of water previously stored in Spinney Mountain Reservoir which was delivered to Strontia Springs Reservoir during the previous day(s).

Upon receiving the above described information from Aurora, the Board shall compute the total inflow to Strontia Springs Reservoir for the previous day(s), the amount of water in Aurora's and the Board's storage accounts in Strontia Springs Reservoir, as determined pursuant to paragraph 30 hereof, after deduction of appropriate evaporative losses, and will subsequently report this data, and data relating to the outflow to the river and to the Foothills Treatment Plant, by telephone or email, to Aurora. The Board further agrees to provide Aurora, on a monthly basis, copies of the Board's water accounting forms for Strontia Springs Dam and Reservoir. For water accounting purposes, a day shall be considered to be the 24 hour period between 12 midnight and 11:59 P.M.

27. Meter Testing

- a. Aurora shall test or have tested at its sole expense all meters measuring the flow in its Intake and Diversion Works between Strontia Springs Reservoir and Rampart Reservoir at least once a year. Copies of all test results shall be supplied to the Board. In the event Aurora's meters consistently prove to be inaccurate, the Board may require Aurora to replace and/or relocate the meters.
- b. Denver shall test or have tested at its sole expense all meters measuring the flow in its Intake and Diversion Works between Strontia Springs Reservoir and Foothills Treatment Plant at least once a year. Copies of all test results shall be supplied to Aurora. In the event Denver's meters consistently prove to be inaccurate, Aurora may require Denver to replace and/or relocate the meters.

28. Except in the case of extreme emergency, the use of the Foothills-Aurora Intertie by either Party shall be scheduled with the other Party at least three (3) days in advance by providing written notice thereof. The use of the Foothills-Aurora Intertie shall be limited to circumstances requiring temporary outages of the Board's or Aurora's respective Foothills Intake and Diversion Works. The Board and Aurora agree to minimize the use of the Foothills-Aurora Intertie by expeditiously repairing damage or accomplishing the required work to place their respective Foothills Intake and Diversion Works back in operation.

29. Whenever the Foothills-Aurora Intertie is used to provide emergency service to either Party, the Board shall be responsible for obtaining daily meter readings for deliveries of water through Foothills-Aurora Intertie. The Board shall report meter readings, by telephone or

email, to Aurora on a daily or mutually agreeable less frequent basis during those times when the Foothills-Aurora Intertie is being used. A record of deliveries through the Foothills-Aurora Intertie shall be recorded on the Board's Strontia Springs Dam and Reservoir water accounting forms.

30. By Agreement dated October 10, 1979, the Board provided 700 acre-feet of operational storage capacity in Strontia Springs Reservoir to Aurora. The Board and Aurora will use their best efforts to operate their respective water systems so as not to detrimentally impact upon the use of the storage capacity or facilities of the other Party, as those facilities are defined at paragraphs 14 and 15 above, and as the storage capacity is described in the October 10, 1979 Agreement.

31. The Board shall not be responsible for the loss of Aurora's water stored in Strontia Springs Reservoir, for water divertable by Aurora's Intake facilities, or for damages resulting therefrom. The Board shall not be responsible for damages, or losses occasioned by failure of any of the parts of the Foothills Project facilities as herein described, or for the failure to perform duties as are herein described, if the facilities or the performance are rendered impossible by the intervention of unforeseen, accidental and uncontrollable superior forces such as Acts of God, sabotage, earthquake, vandalism, acts of aggressors or acts of the common enemy.

32. No right hereunder shall be assigned by either Party unless agreed to by both Parties with the same formality employed in the execution of this Agreement.

33. The Parties agree that this Agreement is and shall be deemed to be performable in the City and County of Denver, Colorado, notwithstanding that either of the Parties may find it necessary to take action in furtherance of or in compliance with this Agreement outside said City and County.

34. This Agreement is made under and conformable to Article X of the Charter of the City and County of Denver which control the operation of the Denver Municipal Water System. Insofar as applicable, said Charter provisions are incorporated herein and made a part hereof by this reference and shall supersede any apparently conflicting provision otherwise contained in the Agreement.

35. This Agreement shall supplement the Agreements of October 19, 1964, May 24, 1978, and October 10, 1979, and replaces the Agreement of October 11, 1983 as amended on March 12, 2008, and the Parties, by the execution of this Agreement, hereby ratify the provisions of said agreements.

36. This Agreement shall be effective upon the date that it is signed by all required signatories below.

ATTESTED:

DocuSigned by:
[Signature]
By: _____
DEDE0A34B77B484...
Secretary

**CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS**

DocuSigned by:
[Signature]
By: _____
2DD3279B894049F...
President

DATE: 4/12/2017

APPROVED:

DocuSigned by:
[Signature]
By: _____
D06201CC9B9440B...
Chief Planning Officer

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

DocuSigned by:
[Signature] DS
JAG
By: _____
DEC87E81F4174C0...
Timothy M. O'Brien, CPA
Auditor

APPROVED:

DocuSigned by:
[Signature]
By: _____
D0A2A2A5E3864DE...
Chief Finance Officer

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
By: _____
F254B67846FB43C...
Office of General Counsel

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

Stephen D. Hogan
Stephen D. Hogan, Mayor

3/14/17
Date

ATTEST:

Janice Napper
Janice Napper, City Clerk

3/14/17
Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney
Christine McKenney, Sr. Assistant City Attorney

4/23/2017
Date

17037175
ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 16th day of March, 2017,
by Stephen D. Hogan, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora,
Colorado.

Witness my hand and official seal. *Lisa M. Horton*
Notary Public

My commission expires: 11/01/2020

(SEAL) 

TABLE I

ALLOCATION OF COSTS TO BE BORNE BY THE
BOARD AND AURORA IN THE OPERATION AND
MAINTENANCE OF THE FOOTHILLS PROJECT

ITEM	Basis for Cost Sharing	
	Board %	Aurora %
I. Operation and Maintenance Costs		
A. Strontia Springs Dam and Reservoir, including:	84.27	15.73
1. Costs associated with operating and maintaining the dam and attached appurtenances;	84.27	15.73
2. River gauge station below the dam,	84.27	15.73
3. Platte Canyon access road between Kassler and Strontia Springs Dam;	84.27	15.73
4. Dam safety inspections and the monitoring and maintaining of instrumentation installed therefor;	84.27	15.73
5. Providing security measures in the vicinity of the dam site, including security fencing;	84.27	15.73
6. Maintaining recreational resource facilities (if required);	84.27	15.73
7. Maintaining the reservoir area;	84.27	15.73
8. Caretaker Facilities including water and sanitation works and residences;	84.27	15.73
9. Maintenance shop; and	84.27	15.73
10. Reservoir buoy line.	84.27	15.73
B. Foothills- Aurora Intertie from Conduit No. 26 to but excluding the 48-inch Butterfly Isolation Valve at Station 25+24.78 on said Intertie	50.00	50.00
C. Additional Charge		Aurora will pay an additional charge equal to a percentage of the sum of Aurora's costs as determined pursuant to Sections I.A. and I.B. hereof
D. Denver's Foothills Intake and Diversion Works (Includes costs associated with operating and maintaining the Denver Intake Tower, Foothills Tunnel and Conduit 26)	100.00	0
E. Foothills Water Treatment Plant Including Foothills Hydroelectric Power Plant.	100.00	0
F. Strontia Springs Hydroelectric Power Plant	100.00	0

TABLE I (CONTINUED)ALLOCATION OF COSTS TO BE BORNE BY THE
BOARD AND AURORA IN THE OPERATION AND
MAINTENANCE OF THE FOOTHILLS PROJECT

G.	Aurora's Intake and Diversion Works (Includes the costs associated with operating and maintaining the Aurora Intake Tower, the adit tunnel between the Aurora Intake Tower and Rampart Tunnel No. 1, Rampart Tunnel No. 1, the connecting structure between Rampart Tunnel No. 1 and Rampart Tunnel No. 2)	0	100.00
H.	Rampart Reservoir	0	100.00

ITEM

II. Capital Costs

A.	Caretaker facilities including water and sanitation works and residences;	84.27	15.73
B.	Maintenance shop; and	84.27	15.73
C.	Security fencing	84.27	15.73
D.	Reservoir buoy line	84.27	15.73
E.	Non-specified future capital costs of \$250,000 or less per item	84.27	15.73
F.	Non-specified future capital costs in excess of \$250,000 per item	Subject to Separate Agreements to be Negotiated	

TABLE II

ESTIMATE OF COSTS TO BE BORNE BY AURORA IN CONNECTION WITH THE OPERATION, MAINTENANCE AND CERTAIN CAPITAL CONSTRUCTION PROGRAMS AT OR IN THE VICINITY OF THE FOOTHILLS PROJECT FOR CALENDAR YEAR _____

ITEM	TOTAL ESTIMATED	AURORA'S	
	COST	PROPORTIONAL	SHARE
	\$	%	\$
I. Operation and Maintenance Costs			
A. Strontia Springs Dam and Reservoir		15.73	
B. Foothills-Aurora Intertie		50.00	
C. SUB-TOTAL	---	---	_____
II. Capital Costs			
A. Caretaker facilities, including water and sanitation works and residences		15.73	
B. Maintenance shop		15.73	
C. Security fencing & gates		15.73	
D. Reservoir buoy line		15.73	
E. SUB-TOTAL	---	---	
III. Additional Charge (A percentage of line I.C.)	---	---	
IV. Total Aurora Cost (line I.C. + line II.E + line III)	---	---	

Quarterly Billing Schedule

January 1	\$ _____
April 1	\$ _____
July 1	\$ _____
October 1	\$ _____
TOTAL	\$ _____



Flow Control Center Denver-Aurora Intertie TFC-SOP 57			
Revision:	02 - 08/11/2015	Created/Last Revision:	August 2015
Done by:	Aurora Water	SOP Folder	File Location: K:\Dept\Water\Divisions\Water Treatment\Flow Control Center\SOP's

1. Purpose

1.1. The purpose of this SOP is to detail the operation, and response(s) to any issues, of the Denver/Aurora Intertie with current upgrades to the control and alarming systems. General operation and maintenance will continue to be as defined in the 1983 Foothills Agreement between the Denver Board of Water Commissioners and the City of Aurora.

2. Vehicles, Equipment, Apparatus, Materials and Supplies

2.1. Telephone, Access database, Two-way radio, Phone list, SCADA.

2.2. Denver Water Foothills contacts

- 2.2.1. Denver Foothills operator, 24/7, 303-634-3514
 - E-mail –foothillsstaff@denverwater.org
- 2.2.2. Dave Swedensky, 720-937-3855
 - E-mail- Dave.Swedensky@denverwater.org
- 2.2.3. Ed Rubenstein, 303-601-6875
 - E-mail-Ed.Rubenstein@denverwater.org
- 2.2.4. David Bernard, Phone XXXXX
 - E-mail – David.Bernard@denverwater.org

2.3. Aurora Water Contacts

- 2.3.1. Aurora Water Flow Control Center, 24/7, 303-326-8385, c. 720-427-7806
 - E-mail – FlowControlCenter2@auroragov.org

2.3.2. Aurora Wemlinger Treatment Facility, 24/7, 303-739-6750

2.3.3. Aurora Griswold Treatment Facility, 24/7, 303-739-7980

3. Staffing

- 3.1. Aurora Water Flow Control Center personnel, Aurora Water Source Water personnel
Aurora Water SCADA personnel, Denver Water Foothills Treatment Plant staff.

4. Safety/Hazards

- 4.1. The Denver Foothills WTP is supplied directly from Strontia Springs Reservoir which has a significantly higher water surface level/head pressure (35+ psi) than Rampart Reservoir. The Denver-Aurora Intertie (DA Intertie) is the backup means for delivering raw water to Aurora via the Rampart Delivery System (RDS) under the atypical event of Rampart Reservoir being off-line. The RDS includes two parallel transmission lines, generally identified as the 40-inch and 54-inch mains. The 40-inch main was not designed to operate under the head from Strontia Springs Reservoir. The DA Intertie will normally operate by controlling the position of a 36-inch cone valve to throttle the flow through the DA Intertie to deliver a pressure that does not exceed that available from Rampart Reservoir. Consequently, failure of the DA Intertie and/or excessive opening of its cone valve could result in an increased pressure on the Rampart pipeline that could result in a failure of portion of the (RDS), particularly the 40-inch steel transmission pipeline.
- 4.2. If the DA Intertie fails in the closed position, is closed or opened too rapidly, or is closed in error, the result could include both water service impacts and damage to the RDS infrastructure. Adverse service impacts include the loss of the primary raw water supply to the City of Aurora, reduction in potable water production, and reduction in potable water pressure. Potential damage to the RDS includes exceeding piping system pressure ratings, generation of piping internal collapse pressures due to operation being outside of the limits of the existing air valve capabilities, localized leaks when air valves do not re-seat properly.

5. Records

- 5.1. Aurora Water Flow Control will record all events in the Daily Log with a *Type* of "S&T" and a *Primary* of "S&T".
- 5.2. DW Foothills will record events per internal DW protocol.

6. Procedure

- 6.1. All actions to the Denver/Aurora Intertie will be coordinated through Aurora's Flow Control Center and Foothills WTP Operators. The AW Flow Control Center will contact the Foothills TP each morning at 0800 hrs. Via phone (prefer to keep all communications between hours of 6:00 AM to 6:00 PM). A follow up e-mail will be sent for all directions

for operating the DA Intertie. If no actions or directions are given, no follow up email will be generated, each party will enter into their respective log that contact was made.

6.2. Intertie Operational Modes (Pressure Mode, Flow Mode, Valve Position Mode and Local Mode)

6.2.1. Pressure mode

6.2.1.1. Pressure Control Set-point Mode

- Pressure Control Set-point is a value determined by Aurora Water (Acting through the AW Flow Control Center).
- This value will be set according to Aurora's needs in managing pipeline pressure and managing Rampart Reservoir's level
- The normal setting for the set-point will be 21 psi

6.2.1.2. Valve Position Set-point and Limit Mode

- Pressure Control Set-point is a value determined by Aurora Water (Acting through the AW Flow Control Center).
- Only when in Valve Position Set-point mode.
- Valve position Limit will generally be set a 50%.

6.2.1.3. Flow Set-point and Limit Mode

- Flow Set-point is a value determined by Aurora Water (Acting through the AW Flow Control Center).
- Only when Valve is in flow mode.
- Flow Limit will generally be set at 62 mgd.

6.3. Alarms

Alarms that are relevant to the D/A Intertie received by the Foothills Treatment Plant will be Water on Floor, Loss of Communications and Power Failure Alarm. These will be conveyed to the AW Flow Control Center and all alarms that are relevant to the D/A Intertie that are received by the Aurora Water Flow Control Center will be conveyed to the Foothills Treatment Plant.

6.3.1. Water on the Floor Alarm (Aurora's HMI Alarm "Flood Alarm")

6.3.1.1. AW and Foothills each have separate water on the floor sensors

6.3.1.2. AW FCC's Response –

- Contact Foothills Treatment Facility to confirm D/A Intertie status.

6.3.1.3. Foothill's Response –

- Foothills staff will respond to Valve Vault and initiate actions required. Follow internal protocol and notify AW FCC of resolution.

6.3.2. Aurora Water Control Power Fail/PLC Panel Fail (Aurora's HMI Alarm "PLC Power Fail")

6.3.2.1. AW FCC's Response –

- Notify Foothills Operators that Flow Control is unable to “see” D/A Intertie and will need to be immediately notified of any issues or alarms. AW FCC will notify the appropriate staff to respond to Foothills Treatment Plant. AW FCC will notify the Foothills Operator of I.D. of personnel responding.

6.3.2.2. Foothill's Response –

- Monitor alarms and notify AW FCC until communications to Aurora Panel are restored. DW operator will enable audible for all alarms

6.3.3. Aurora Water PLC Cabinet Open

6.3.3.1. AW FCC's Response –

- AW FCC will notify the appropriate Aurora Water staff to respond to Foothills Treatment Plant. AW FCC will notify the appropriate staff to respond to Foothills Treatment Plant. AW FCC will notify the Foothills Operator of I.D. of personnel responding.

6.3.3.2. Foothill's Response –

- Aurora specific alarm, no response.

6.3.4. Aurora Water Loss of Communications (Aurora's HMI Alarm, “Foothills Cone Valve Comm Loss)

6.3.4.1. AW FCC Response -

- AW FCC will notify Foothills of loss of communications to AW panel. FCC will notify the appropriate staff to respond to Foothills Treatment Plant. AW FCC will notify the Foothills Operator of I.D. of personnel responding.

6.3.4.2. Foothills Response –

- Monitor alarms and notify AW FCC until communications to Aurora Panel are restored. DW operator will enable audible for all alarms

6.3.5. DW Foothills Loss of Control/Communications (No Aurora Alarm generated)

6.3.5.1. AW FCC Response -

- AW FCC will be notified by Foothills of loss of control/communications. AW will send response personnel. AW personnel to be present when valve is returned to Auto and direct adjustments in set-point.

6.3.5.2. DW Response -

- Inform AW FCC of Control/Communication loss. Foothills staff will respond to D/A Intertie vault and place valve in local. Contact

Denver Water Process Control for repair. Inform AW FCC when repairs are complete.

6.3.6. Total loss of Foothills Electrical Power (No Aurora Alarm generated)

6.3.6.1. AW FCC Response -

- Call Foothills when alarms is generated by UPS. AW to send personnel. AW personnel to be present when valve is returned to Auto and direct adjustments in set-point.

6.3.6.2. Foothills response -

- Foothills staff to place valve in local. Call AW FCC that valve was placed in local and notify AW FCC when power restored.

6.3.7. Foothills Loss of Hydraulic Pressure to Valve (No Aurora Alarm generated)

6.3.7.1. AW FCC Response -

- Monitor Pipeline pressures and relieve pressure on Pipeline into plants, operate Aur Res PS or Quincy Res. Send personnel to Foothills to monitor valve position.

6.3.7.2. Foothills Response -

- Place valve in local control in vault. Inform AW FCC of outage, inform AW FCC when Hydraulic pressure is restored.

6.3.8. Alarm if Pressure Transmitter “A” and Pressure Transmitter “B” values are different by an adjustable set point that will be determined and not available to SCADA operators. (Aurora’s HMI Alarm “Pressure Xmtrs Deviation High”)

6.3.8.1. AW FCC’s Response –

- Contact Foothills Treatment Facility to confirm DA Intertie status.

6.3.8.2. Foothill’s Response –

- Contact Denver Water Process Control for repair.

6.3.9. High High Valve Position Alarm – Alarm is 5% above set point (Aurora’s HMI Alarm ”Valve Position High High)

6.3.9.1. AW FCC’s Response –

- Contact Foothills Treatment Facility to confirm DA Intertie status.
- AW FCC will follow “High High and High Cone Valve Percentage Position Alarm Response Flow Chart.”

6.3.9.2. Foothill’s Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to 6.3.4.

6.3.10. High Valve Position Alarm ~ Alarm is 2% above set point (Aurora’s HMI Alarm “ Valve Position High”)

6.3.10.1. AW FCC's Response –

- AW FCC to determine if set point is too low for demand conditions Contact Foothills Treatment Facility to confirm DA Intertie status.
- AW FCC will follow “High High and High Cone Valve Percentage Position Alarm Response Flow Chart.”

6.3.10.2. Foothill's Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to **6.3.4.**

6.3.11. Low Valve Position Alarm ~ Alarm is 2% below set point (Only when Valve Position Mode is used) (Aurora's HMI Alarm “ Valve Position Low Low”)

6.3.11.1. AW FCC's Response –

- Contact Foothills Treatment Facility to confirm DA Intertie status.
- AW FCC will follow “Low Low and Low Cone Valve Percentage Position Alarm Response Flow Chart.”

6.3.11.2. Foothill's Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to **6.3.4.**

6.3.12. Low Low Valve Position Alarm ~ Alarm is 5% below set point (Only when Valve Position Mode is used) (Aurora's HMI Alarm “ Valve Position Low”)

6.3.12.1. AW FCC's Response –

- Contact Foothills Treatment Facility to confirm DA Intertie status.
- AW FCC will follow “Low Low and Low Cone Valve Percentage Position Alarm Response Flow Chart.”

6.3.12.2. Foothill's Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to **6.3.4.**

6.3.13. High High Flow Alarm ~ Alarm is 13 MGD above set point (Aurora's HMI Alarm “Flow High High”)

6.3.13.1. AW FCC's Response –

- Contact Foothills Treatment Facility to confirm D/A Intertie status.

6.3.13.2. Foothill's Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to **6.3.4.**

6.3.14. High Flow Alarm ~ Alarm is 10 MGD above set point (Aurora's HMI Alarm “Flow High”)

6.3.14.1. AW FCC's Response –

- AW FCC to determine if set point is too low for demand conditions. Contact Foothills Treatment Facility to confirm D/A Intertie status.

6.3.14.2. Foothill's Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to **6.3.4.**

6.3.15. Low Flow Alarm ~ Alarm is 6 MGD below set point (Only when Flow Control mode is used). (Aurora's HMI Alarm "Flow Low")

6.3.15.1. AW FCC's Response –

- Contact Foothills Treatment Facility to confirm DA Intertie status.
- AW FCC will follow "Low Low and Low Flow Alarm Response Flow Chart."

6.3.15.2. Foothill's Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to **6.3.4.**

6.3.16. Low Low Flow Alarm ~ Alarm is 8 MGD below set point (Only when Flow Control mode is used) (Aurora's HMI Alarm "Flow Low Low")

6.3.16.1. AW FCC's Response –

- Contact Foothills Treatment Facility to confirm DA Intertie status.
- AW FCC will follow "Low Low and Low Flow Alarm Response Flow Chart."

6.3.16.2. Foothill's Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to **6.3.4.**

6.3.17. High High Pressure Alarm ~ Alarm is 3 PSI above set point (Aurora's HMI Alarm "Pressure High High")

6.3.17.1. AW FCC's Response –

- AW FCC to determine if set point is too low for demand conditions Contact Foothills.
- AW FCC will follow "High High and High Pressure Alarm Response Flow Chart."

6.3.17.2. Foothill's Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to **6.3.4.** Investigate possible failure of hydraulic system.

6.3.18. High Pressure Alarm ~ Alarm is 2 PSI above set point (Aurora's HMI Alarm "Pressure High")

6.3.18.1. AW FCC's Response –

- Contact Foothills Treatment Facility to confirm D/A Intertie status.
- AW FCC will follow “High High and High Pressure Alarm Response Flow Chart.”

6.3.18.2. Foothill’s Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to **6.3.4.**

6.3.19. Low Pressure Alarm ~ Alarm is 2 PSI below set point (Aurora’s HMI Alarm “Pressure Low”)

6.3.19.1. AW FCC’s Response –

- Contact Foothills Treatment Facility to confirm D/A Intertie status.
- AW FCC will follow “Low Low and Low Pressure Alarm Response Flow Chart.”

6.3.19.2. Foothill’s Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to **6.3.4.**

6.3.20. Low Low Pressure Alarm ~ Alarm is 3 PSI below set point (Aurora’s HMI Alarm “Pressure Low Low”)

6.3.20.1. AW FCC’s Response –

- AW FCC to determine if set point is too high for demand conditions Contact Foothills Treatment Facility to confirm D/A Intertie status.
- AW FCC will follow “Low Low and Low Pressure Alarm Response Flow Chart.”

6.3.20.2. Foothill’s Response –

- None unless there is an AW communications loss. If AW communications loss, respond similar to **6.3.4.** Investigate possible failure of hydraulic system.

6.4. AW FCC Response Team and Alarm Response

Alarms received by AW FCC via SCADA will be verified with DW when action is required by DW, and the following response team will be notified if there is an issue as appropriate.

6.4.1.

- 6.4.1.1. Wemlinger & Griswold Operators
- 6.4.1.2. Wemlinger & Griswold Supervisors
- 6.4.1.3. Foothills WTP Operators
- 6.4.1.4. Source Water Supervisor (or designee)
- 6.4.1.5. Water Treatment Superintendent (or designee)

6.4.2. Alarm Response

6.4.2.1. While Aurora Water is actively on the D/A Intertie; alarm response required by Aurora Water at Foothills will be by authorized Aurora Water personnel. A list of authorized personnel will be furnished to Denver Foothills and updated as necessary. Aurora FCC will notify Denver Foothills personnel of the Aurora Water personnel that are being called out to respond. Aurora FCC will provide the names of the Aurora personnel tasked with the alarm responds. Aurora staff will provide both a Colorado Driver's license and Aurora City ID to Foothills guard upon arriving at the Foothills site.

7. Other

- 7.1. See attached Denver-Aurora Intertie Operating Guidelines.
- 7.2. See attached Alarm Response Flow Charts

8. Update and Distribution

1.1. AW FCC Technician:

(Print)

Date: _____

(Signature)

2. Reviewed

2.1. AW Source Supervisor:

(Print)

Date: _____

(Signature)

2.2. AW FCC Supervisor:

(Print)

Date: _____

(Signature)

2.3. DW Foothills Supervisor:

(Print)

Date: _____

(Signature)

3. Assurance

3.1. S&T

Superintendent: _____
(Print)

(Signature) Date: _____

- ◆ c. R2017-09
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Revised Foothills Intergovernmental Agreement between the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, and the City of Aurora, Colorado, acting by and through its Utility Enterprise regarding operations of Strontia Springs Dam and Reservoir. STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water

Motion by LeGare, second by Bergan, to approve item 10c.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

11. PUBLIC HEARING WITHOUT RELATED ORDINANCE

- ◆ a. R2017-10
Public Hearing and CONSIDERATION TO APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the First Amendment to the Service Plan and First Amendment to the Intergovernmental Agreement for Cornerstar Metropolitan District and Authorizing the Execution of the First Amendment to the Intergovernmental Agreement between the City and the Cornerstar Metropolitan District. *(Staff requests a Waiver of Reconsideration)* STAFF SOURCE: Gary Sandel, Development Project Manager, General Management

Mayor Hogan opened the public hearing on the item.

Gary Sandel, Development Project Manager, General Management, provided a brief summary of the item, noting it related to an amendment to the agreement.

Mayor Hogan closed the public hearing on the item.

Motion by Roth, second by Berzins, to approve item 11a with a waiver of reconsideration.

Council Member Peterson stated she should not support the item because she did not support metro districts in general because she felt that people paying into a metro district were less likely to want to pay a tax increase to take care of City issues such as streets.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Richardson, Roth

Voting Nay: Peterson

12. ORDINANCES FOR FINAL

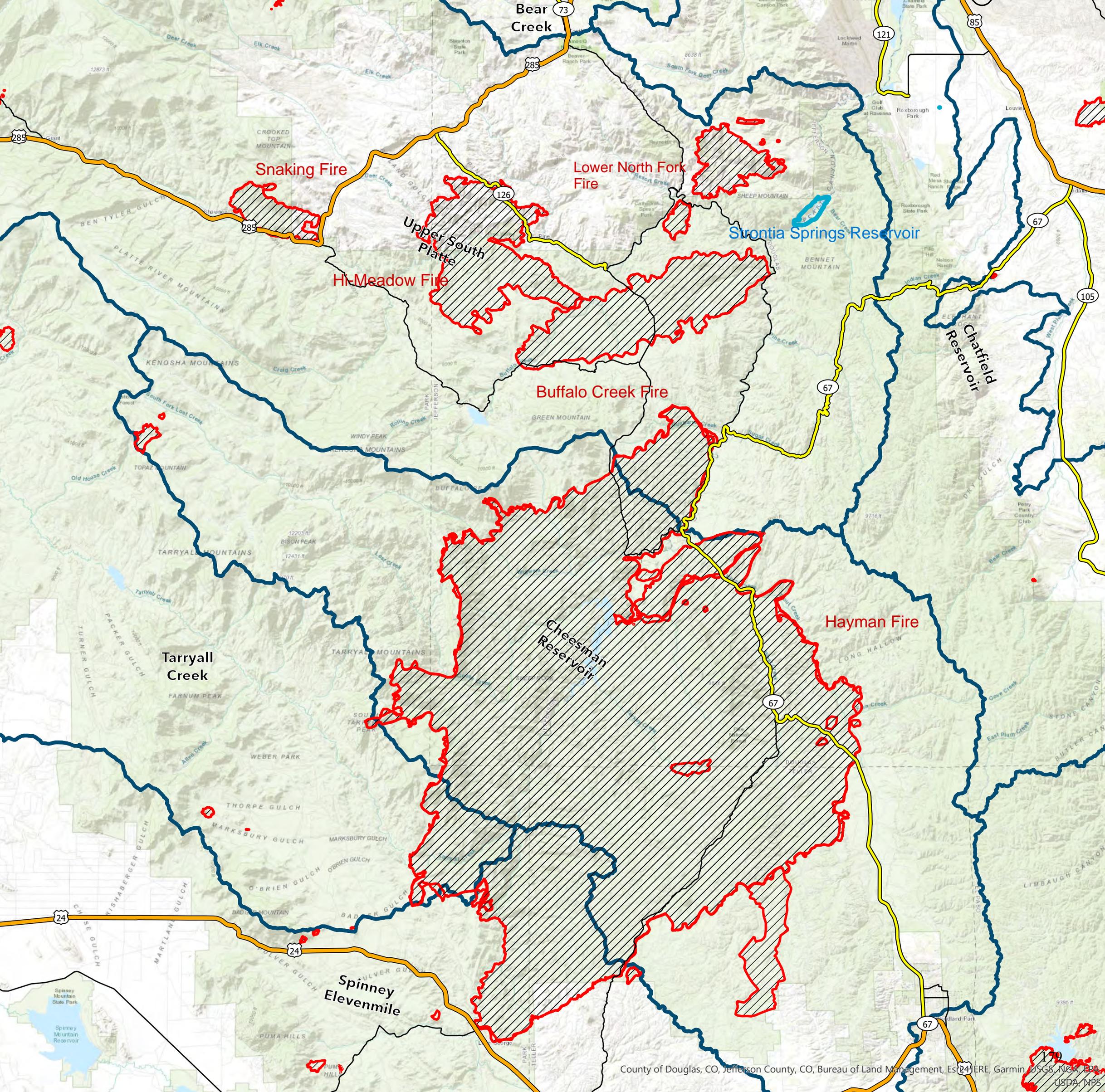
- ◆ a. 2017-08
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Section 66-34 of the City Code related to the lawful possession and use of fireworks. STAFF SOURCE: Captain Siegfried Klein, Fire

Motion by LeGare, second by Bergan, to approve item 12a.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

- ◆ b. 2017-09
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Chapter 86 of the City Code related to the sale of fireworks. STAFF SOURCE: Captain Siegfried Klein, Fire

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



Snaking Fire

Lower North Fork Fire

Upper South Platte

Strontia Springs Reservoir

Hi-Meadow Fire

Buffalo Creek Fire

Chatfield Reservoir

Cheesman Reservoir

Hayman Fire

Tarryall Creek

Spinney Elevenmile

Water Policy Committee (WPC) Meeting
June 15, 2022

Members Present: Council Member Angela Lawson Vice-Chair, Council Member Steve Sundberg Chair, Council Member Curtis Gardner

Absent:

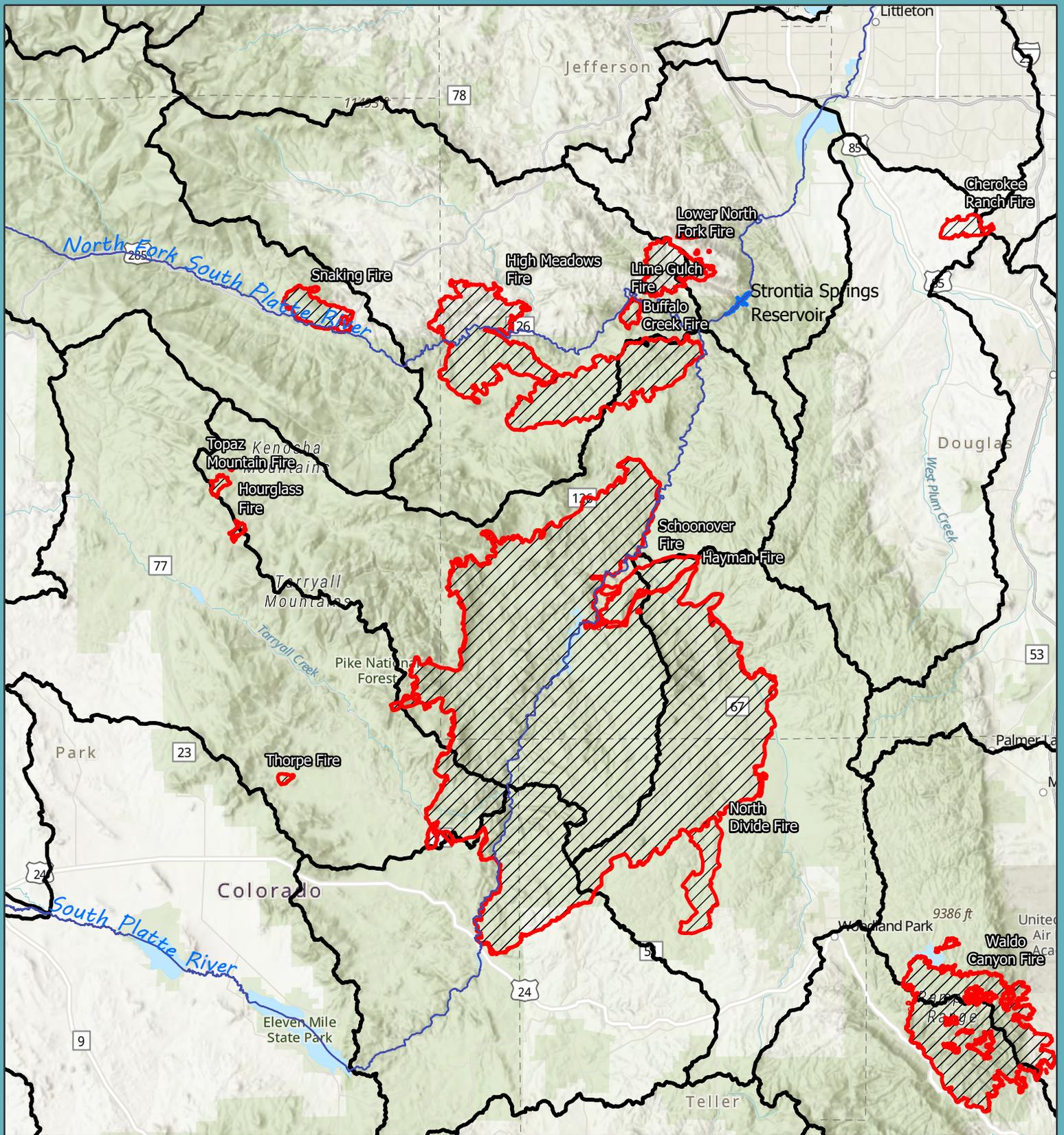
Others Present: Greg Baker, Casey Rossman, Leiana Baker, Marshall Brown, Steve Fiori, Swirvine Nyirenda, Tim York, Sam Miller, John Murphy, Ian Best, Jo Ann Giddings, Rachel Allen, Alex Davis, Zach Vernon, Rich Vidmar, Sarah Young, Adam Waters, Steve Sciba, Laura Perry, Fernando Aranda, Dan Brotzman, Rory Franklin, Brian Rulla, Melina Bourdeau

7. Intergovernmental Agreement regarding Strontia Springs Watershed Sediment Management Program

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Intergovernmental Agreement regarding the Strontia Springs Watershed Sediment Management Program.

Follow-Up Action: Forward to Study Session for consideration.



Strontia Watershed IGA

Aurora Water

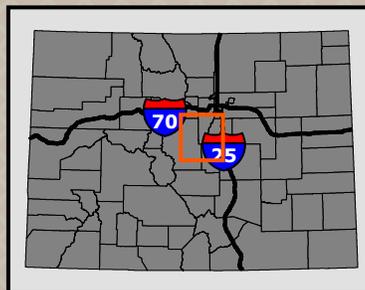
15151 E. Alameda Pkwy, Aurora, CO 80012 USA
www.auroragov.org | 303-579-2990
gwhitney@auroragov.org



Aurora is Worth Discovering!



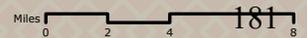
May 23, 2022



Legend

- Rivers
- Strontia Springs Reservoir
- Forest Fires
- Watersheds

DISCLAIMER: The City of Aurora, Colorado, makes no warranties, express or implied, as to the completeness, accuracy, or correctness of this data, nor shall the City incur any liability from any incorrect, incomplete, or misleading information contained therein. The City makes no warranties, either express or implied, of the value, design, condition, title, merchantability, or fitness for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.





CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement for the Use and Benefit of Colorado State Forest Service.
Item Initiator: Richard Vidmar, Water Resources Manager, Aurora Water
Staff Source/Legal Source: Alexandra Davis, Deputy Director of Water Resources, 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: 8/15/2022

Regular Meeting: 8/22/2022

ITEM DETAILS:

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora for an Intergovernmental Agreement between the City of Aurora acting by and through its Utility Enterprise, the United States Department of Agriculture, Forest Service, Rocky Mountain Region and the Board of Governors of the Colorado State University System acting by and through Colorado State University for the Use and Benefit of the Colorado State Forest Service.

-No Waiver of Reconsideration

- Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

-No outside Speaker

-5 min. Presentation

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 7/20/2022

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.)

On June 20, 2011, the City Council of the City of Aurora approved a resolution supporting a Memorandum of Understanding between the USDA Forest Service Rocky Mountain Region to cooperate in developing a five-year plan to improve forest health.

On November 3, 2014, the City Council of the City of Aurora approved a resolution supporting a Memorandum of Understanding between the USDA Forest Service Rocky Mountain Region to cooperate in developing a five-year plan to improve forest health.

On May 9, 2016, the City Council of the City of Aurora approved a resolution supporting a Memorandum of Understanding between the USDA Forest Service Rocky Mountain Region to cooperate in developing a five-year plan to improve forest health.

On July 20, 2022, the Water Policy Committee supported moving an Intergovernmental Agreement for the use and benefit of the Colorado State Forest Service forward to Study Session.

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

Aurora Water collects water from the Colorado, Arkansas and South Platte River basins. Most of this water comes from snowmelt that has accumulated within the national forests, state forests and forested areas on private lands. In the last 25 years there have been several large wildfires in the national forests and other forested areas within each basin. In most cases, wildfires are detrimental to the hydrology, sediment transport and water quality and the effects can last for decades.

Aurora Water is currently finalizing a source water protection plan. This plan will identify the watersheds, within our collection systems, that are at most risk for wildfire or those that would have the largest negative impacts due to fire.

The purpose of this IGA is to develop a framework to work cooperatively with the U.S. Forest Service and the Colorado State Forest Service in performing needed forest and watershed activities across all lands in our watersheds. This cooperation will allow the City of Aurora to support mutually identified projects that will reduce wildfire risk. These projects may include activities such as thinning, prescribed fire, fuels reduction and other forest health treatments. This may also include the rehabilitation of lands affected by previous wildfires.

Aurora Water, in collaboration with the U.S. Forest Service and Colorado State Forest Service, will develop a five-year partnership action plan and associated annual plans. These plans will specify mutually beneficial activities **and projects within each priority watershed and identify target accomplishments. Aurora Water's portion of the funding for the selected activities and projects will be made through separate collection agreements.**

This agreement does not bind the City of Aurora to any action or funding. It can be terminated by any party at any time and terminates on December 31, 2026

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving A RESOLUTION for an Intergovernmental Agreement between the City of Aurora acting by and through its Utility Enterprise, the United States Department of Agriculture, Forest Service, Rocky Mountain Region and the Board of Governors of the Colorado State University

System acting by and through Colorado State University for the Use and Benefit of the Colorado State Forest Service forward to Regular Council Meeting?

LEGAL COMMENTS

City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (Best)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain:

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- _____

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 ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, ROCKY MOUNTAIN REGION AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY FOR THE USE AND BENEFIT OF THE COLORADO STATE FOREST SERVICE

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora"), the United States Department of Agriculture, Forrest Service, Rocky Mountain Region ("U.S. Forrest Service") and the Board of Governors of the Colorado State University System acting by and through Colorado State University for the use and benefit of the Colorado State Forrest Service ("CFSS") desire to enter a memorandum of understanding agreement ("Agreement") to cooperate to proactively improve the ecological function and resiliency of forests and watersheds in areas critical for providing water to Aurora; and

WHEREAS, the health of Colorado's forests and watersheds affect municipal water supplies for Aurora. Forest and watershed restoration activities can help minimize sedimentation impacts and maintain water quality for reservoirs and other infrastructure by reducing risk of wildfire and subsequent soil erosion; and

WHEREAS, the health of Colorado's forests and watersheds affects the quality of water supplies, and therefore, forest and watershed restoration activities are key to the U.S. Forest Service's management of public lands necessary to achieve a principle purpose under the Organic Administration Act of 1897 to "secure favorable conditions to water flows"; and

WHEREAS, the health of Colorado's forests and watersheds affects the resiliency of landscapes and ecosystems to wildfire and forest pests, and critical water storage and conveyance systems that are a high priority within the Colorado State Forest Action Plan, and therefore, because CSFS is responsible for forest management of all state-owned lands, forest and watershed restoration activities are a priority; and

WHEREAS, Aurora has no current funding obligation pursuant to this Agreement, and any future funding requirement will be through separate written agreement; and

WHEREAS, Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The Agreement between Aurora the U.S. Forest Service and CSFS 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 _____, 2022.

Mike Coffman, Mayor

Attest:

Kadee Rodriguez, City Clerk

Approved as to form:

Ian J Best

RLA

_ Ian Best, Assistant City Attorney



FS Agreement No. _____ - - -

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY
ENTERPRISE,
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY
SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY
ON BEHALF OF THE COLORADO STATE FOREST SERVICE,
and the
U.S.D.A., FOREST SERVICE
ROCKY MOUNTAIN REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City of Aurora acting by and through its Utility Enterprise, hereinafter referred to as "Aurora Water", The Board of Governors of the Colorado State University system acting by and through Colorado State University for the use and benefit of the Colorado State Forest Service, an institution of higher education of the State of Colorado, hereinafter referred to as "CSFS," and the United States Department of Agriculture (USDA), Forest Service, Rocky Mountain Region, hereinafter referred to as the "U.S. Forest Service." Aurora Water, CSFS and the U.S. Forest Service are hereinafter collectively referred to as the "Parties.

Background:

WHEREAS: The health of Colorado's forests and watersheds affect municipal water supplies for the City of Aurora. Forest and watershed restoration activities can help minimize sedimentation impacts and maintain water quality for reservoirs and other infrastructure by reducing risk of wildfire and subsequent soil erosion, and

WHEREAS: The health of Colorado's forests and watersheds affects the quality of water supplies, and therefore, forest and watershed restoration activities are key to the U.S. Forest Service's management of public lands necessary to achieve a principle purpose under the Organic Administration Act of 1897 to "secure favorable conditions to water flows," and

WHEREAS: The health of Colorado's forests and watersheds affects the resiliency of landscapes and ecosystems to wildfire and forest pests, and critical water storage and conveyance systems that are a high priority within the Colorado State Forest Action Plan, and therefore, because CSFS is responsible for forest management of all state-owned lands, forest and watershed restoration activities are a priority.



Title: Restoring forest and watershed health to protect the City of Aurora's municipal water supplies and infrastructure

I PURPOSE: The purpose of this MOU is to document the cooperation between the parties to proactively improve the ecological function and resiliency of forests and watersheds in areas critical for providing and delivering water to the City of Aurora and its subscribers. The Parties will work together through planning to identify and develop specific projects/activities and manage those projects/activities in the Upper South Platte River, the South Platte River Headwaters, Colorado River Headwaters, and the Arkansas River Headwaters and Valley, hereinafter referred to as “Priority Watersheds.” These watersheds include National Forest lands administered by the Pike-San Isabel National Forests and Cimarron-Comanche National Grasslands (together, PSICC), the White River National Forest, and the Arapaho-Roosevelt National Forests-Pawnee National Grassland (ARP). Projects and project management implemented through partnership of the Parties under this MOU occur; (i) only in Priority Watersheds, (ii) only where feasible, beneficial and needed to help achieve the mutual benefits set forth in Section II., below., and (iii) in accordance with the following goals and potential management activities:

- A. Reduce wildfire risk through forest thinning, prescribed fire, other forest health and restoration treatments, and fire risk prevention and enforcement.
- B. Stabilize and restore areas post-wildfire to reduce the impacts on water quality as well as the effects of erosion and sedimentation on system reservoirs and operations through seeding, mulching, invasive species management, road and trail closures, tree plantings, riparian vegetation improvements, and other suitable rehabilitation activities.
- C. Minimize current impacts to water quality, erosion and sedimentation of water supplies, and/or system reservoirs through the decommissioning and improvement of roads and trails, mine reclamation, stream improvements, mitigation for aquatic nuisance species, and other watershed restoration activities.
- D. Monitor and assess the effectiveness and outcomes of the activities listed above, and employ adaptive management techniques to ensure positive return on investment, in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service administers more than 14.5 million acres of national forest system lands in Colorado, and nearly ninety percent (90%) of these lands lie in watersheds that contribute to public water supply. Management of the public lands for forest and watershed health is key to providing high-quality water for municipal purposes. In the Organic Administration Act of 1897, a principal purpose for the establishment of the Forest Reserves (predecessor to the National Forest System) was to “secure favorable conditions



of water flows.”

Aurora Water provides high-quality water and promotes its efficient use to more than 380,000 people in the City of Aurora and its subscribers. The utility is a public agency funded by water rates, new tap fees, but not taxes.

The Colorado State Forest Service (CSFS), housed within the Colorado State University, provides service to private landowners in and around Colorado’s key watersheds and is responsible for forest management of all state-owned lands. In addition, CSFS is working closely with the U.S. Forest Service to plan, prioritize, and implement priority projects on National Forest System lands in alignment with the USDA Shared Stewardship Strategy and through Good Neighbor Authority agreements. The Colorado State Forest Action Plan identifies protection of critical water storage and conveyance systems as a high priority. Activities that contribute to modified fuel profiles and improved forest condition that make stands of trees and forests more resilient to wildfire and forest pests are critical focus areas for the CSFS. Partnerships provide the CSFS with the opportunity to effect the necessary changes in forest health to target resilient landscapes and ecosystems.

The Priority Watersheds are the primary source areas for Aurora Water’s water supplies. The City of Aurora’s Source Water Protection Plan identifies the priority areas, called zones of concern. The U.S. Forest Service and CSFS have a shared interest in improving forest and watershed conditions in these watersheds to protect water supplies and water quality as well as providing other public benefits such as wildlife habitat and recreational opportunities.

III PROJECTS/ACTIVITIES TO ACHIEVE MUTUAL BENEFITS

To achieve mutual benefits in Priority Watersheds, the Parties agree to plan, identify, implement, and manage projects and activities to:

- A. Conduct forest management, prescribed fire (undertaken by USFS), tree planting, riparian vegetation improvements, road decommissioning, road and trail improvements, mine reclamation, and other forest and watershed health treatments on National Forest System and nonfederal lands within the Priority Watersheds.
- B. Develop and update annually a Five-Year Partnership Action Plan and associated annual plans that specify mutually beneficial activities within each priority watershed and target accomplishments. Aurora Water will provide any funding to CSFS or the U.S. Forest Service as available and in applicable separate, periodic financial agreements.
- C. Provide education, technical support, and financial incentives to willing private and other non-federal landowners to facilitate watershed restoration and forest treatments on non-federal lands in the priority watersheds to complement the work conducted on the public lands.



- D. Support the creation and continued refinement of assessments to inform which areas and treatments will have the greatest benefit for protecting municipal water supplies.
- E. Conduct monitoring to assess effectiveness and outcomes of forest and watershed treatments, and employ adaptive management strategies to continually improve prioritization and implementation to maximize results.
- F. Actively pursue multi-sector funding approach to engage other partners (including but not limited to, other water providers, place-based watershed collaboratives, local municipalities, utility companies, ski resorts, the real estate industry, and volunteer-based organizations) to leverage public-private partnership funding and Conservation Finance tools.
- G. Collaborate with non-profit organizations, for-profit organizations, federal, state, local, and Native American tribal governments, and individuals as deemed necessary to properly implement the objectives of this MOU.
- H. Develop a shared communications and media outreach strategy to increase public awareness and understanding of:
 - 1. The importance of forest health and ecosystem function for municipal water supplies; and
 - 2. The environmental and economic benefits of a proactive approach to restoring forest and watershed health, including the reduced cost of providing water to Aurora Water customers in the end.
- I. Work closely with each other's public affairs staff and other interested parties publicly promoting the programs and accomplishments resulting from this MOU by informing and educating key public and stakeholders.

In consideration of the above premises, the parties agree as follows:

IV. AURORA WATER SHALL:

- A. Identify and recommend priority projects based on watershed wildfire risk and post-fire hazard condition assessments.
- B. Provide support for mutually beneficial projects and activities in the Priority Watersheds, as applicable and as funding is available, through separate agreements with the U.S. Forest Service, CSFS, and/other partners. The Parties will direct Aurora Water's funds to mutually agreed priorities and activities as identified Five-year Partnership Action Plan and associated annual plans.
- C. Coordinate with CSFS to support forest health and wildfire mitigation projects on non-federal lands through separate agreements.



- D. Outreach and engage other water providers and stakeholders where applicable and contribute to mutually beneficial projects and activities

V. THE COLORADO STATE UNIVERSITY SHALL THROUGH THE CSFS:

- A. Administer work on non-federal lands, as specified in separate agreements as applicable, in support of the mutually agreed priorities and activities identified in the Five-Year Partnership Action Plan and associated annual plans.
- B. Identify and recommend priority projects based on an integrated planning approach utilizing applicable watershed and wildfire risk assessments, the Colorado Forest Action Plan, and applicable local planning information.
- C. Provide information and resources to assist with the planning, prioritization and implementation of priority projects on National Forest System lands as identified in the Five-Year Partnership Action Plan.
- D. As applicable, administer work on federal lands through Good Neighbor Authority, Shared Stewardship, Challenge Cost-Share Agreements, Participating Agreements, and/or other appropriate instruments to accomplish priority projects identified in the Five-Year Partnership Action Plan and in areas of opportunity to complete cross-boundary work for annual projects identified through separate CSFS agreements with Aurora Water.
- E. As applicable and as specified in separate agreements, administer work on non-federal lands including lands owned by Aurora Water or the City of Aurora to conduct complementary projects in the Priority Watersheds.

VI. THE U.S. FOREST SERVICE SHALL:

- A. Oversee and administer work done on National Forest System lands, including conducting planning and survey work as needed to ensure all activities meet applicable laws and regulations, in support of the mutually agreed priorities and activities identified in the Five-Year Partnership Action Plan and associated annual plans.
- B. Conduct forest and watershed treatments, as applicable and contingent on available federal funds, in Priority Watersheds to complement treatments funded by Aurora Water.
- C. The Regional Office will coordinate with Aurora Water, the applicable National Forests, CSFS, and other partners to develop and update as needed the Five-Year Partnership Action Plans, to develop annual project plans and funding agreements in support of the Five-Year Partnership Action Plan.
- D. The applicable National Forest Supervisors will review and approve the Five-Year Partnership Action Plan to ensure that activities align with unit priorities. Implement partnership projects carried out by National Forest units contingent on available staff capacity.



VII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact Aurora Water	Cooperator Administrative Contact Aurora Water
Michael F. McHugh 15151 E. Alameda Parkway, Ste.3600 Aurora, CO 80012 Telephone: 303-739-7006 FAX: 303-739-7406 Email: mmchugh@auroragov.org	JoAnn Giddings 15151 E. Alameda Parkway, Ste.3600 Aurora, CO 80012 Telephone: 303-739-7006 FAX: 303-739-7406 Email: jgidding@auroragov.org

Cooperator Program Contact CSFS	Cooperator Administrative Contact CSFS
Weston Toll 5060 Campus Delivery Fort Collins, CO 80523 Telephone: 970-491-8760 FAX: 970-491-7736 Email: weston.toll@colostate.edu	Sarah Drinkwine 5060 Campus Delivery Fort Collins, CO 80523 Telephone: 970-491-3864 FAX: 970-491-7736 Email: sarah.drinkwine@colostate.edu

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Andrea E Rogers 1617 Cole Boulevard, Bldg. 17 Lakewood, CO 80401 Telephone: 303-275-5153 FAX: 303-275-5754 Email: andrea.rogers@usda.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Aurora Water or CSFS is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Aurora Water or CSFS, at Aurora Water's or CSFS's address shown in the



MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Aurora Water or CSFS from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of Aurora Water's or CSFS's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Aurora Water or CSFS's products or activities.
- E. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The Parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the Parties' statutory and regulatory authority.

- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Aurora Water or CSFS to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- G. USE OF AURORA WATER INSIGNIA AND LOGOS. In order for the US Forest Service or CSFS to use Aurora Water's logo or insignia in any published media, such as webpage, printed publication, or audiovisual production,



permission must be granted from Aurora Water's public affairs division. A written request must be submitted and approved prior to use of the logo or insignia.

- H. USE OF COLORADO STATE FOREST SERVICE INSIGNIA. In order for the U.S. Forest Service, or Aurora Water to use CSFS insignia on any published media, such as a webpage, printed publication, or audiovisual production, permission must be granted from the CSFS.
- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- K. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- L. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Aurora Water and CSFS are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Rocky Mountain Region of the U.S. Forest Service, Department of Agriculture, in partnership with Aurora Water and the Colorado State Forest Service is conducting forest health, hazardous fuels, and other restoration treatments to improve the health and resiliency of forests and watersheds in areas critical for and providing and delivering water to the City of Aurora."

Aurora Water and CFSC may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Aurora Water and CSFS are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.



M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Aurora Water and CSFS shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Aurora Water and CSFS shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

O. TERMINATION. Any of the Parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

P. DEBARMENT AND SUSPENSION. Aurora Water and CSFS shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Aurora Water, and CSFS or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2026 at which



time it will expire.

- S. AUTHORIZED REPRESENTATIVES. By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the Parties hereto have executed this MOU as of the last datewritten below.



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

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best
Ian J Best (May 31, 2022 09:16 MDT)

Ian Best, Assistant City Attorney

May 31, 2022
Date

22016883
ACS#

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_,
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)



Matthew McCombs, State Forester and Director
Colorado State Forest Service

Date

U.S. Forest Service

Date

The authority and format of this agreement have been reviewed and approved for signature.

U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 15-CO-11021200-005
Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE
AURORA WATER
And The
USDA, FOREST SERVICE
PIKE AND SAN ISABEL NATIONAL FORESTS,
CIMARRON AND COMANCHE NATIONAL GRASSLANDS,
(PSICC)

This COLLECTION AGREEMENT is hereby entered into by and between the City of Aurora, acting by and through its utility enterprise Aurora Water, hereinafter referred to as "Aurora Water", and the USDA, Forest Service, Pike and San Isabel National Forests, Cimarron and Comanche National Grasslands, (PSICC), hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127.

Background: The health of Colorado's forests and watersheds affects municipal water supplies for the City of Aurora and surrounding communities. Forest and watershed restoration activities can help minimize sedimentation impacts and maintain water quality for reservoirs and other water infrastructure by reducing soil erosion and the risk of wildfires.

This collection agreement provides funds in support of mutually identified projects or activities that include reducing wildfire risks through forest thinning, prescribed fire, and other forest or watershed health treatments.

Title: Aurora Water Collection Agreement

- I. **PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from Aurora Water to the U.S. Forest Service to reduce wildfire risk through forest thinning, prescribed fire, and other forest health treatments; restore areas that are currently recovering from past wildfires to reduce sedimentation of the reservoirs through tree planting, riparian vegetation improvements, and other rehabilitation activities; and minimize current erosion and sedimentation of reservoirs through the decommissioning and improvement of roads, mine reclamation, stream improvements, and other watershed restoration activities in Aurora Water priority areas.



II. THE AURORA WATER SHALL:

- A. **LEGAL AUTHORITY.** Aurora Water shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Perform in accordance with the Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service the amount agreed to in the Financial Plan.
- D. Work with the U.S. Forest Service to prepare a modification each year, as applicable, to provide additional funding for the next U.S. governmental fiscal year in support of the projects to come. Aurora Water will consider any changes in environmental and financial conditions to determine which projects, if any, will be funded in future years.
- E. Provide funding not to exceed \$100,000 for Fiscal Year 2015 (October 1, 2014-September 30, 2015) as described per the attached Financial Plan, Exhibit A for the following activities:
 1. Complete forest thinning treatments on 60 acres of land around Turquoise Reservoir as shown by Exhibit B, Map 1.
 2. Complete preparation and layout for a fuel reduction project near the diversion tunnels that will be implemented in 2016 as shown by Exhibit C, Map 2.

III. THE U.S. FOREST SERVICE SHALL:

- A. **REIMBURSABLE BILLING.** The U.S. Forest Service shall bill Aurora Water quarterly (December 31, March 31, June 30, and September 30 or earlier if fiscal year cutoff in September is established by Forest Service for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead shall not be assessed.

Billings must be sent to:

Michael McHugh
Attn: Aurora Water
15151 E. Alameda Parkway, Suite 3600
Aurora, CO 80011

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by Aurora Water.



If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

B. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION.

Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: Each invoice shall be accompanied by supporting documentation as required by Aurora Water, a government entity which is exempt from taxes.

City of Aurora requires:

1. Copies of all invoices for Aurora funded work as well as U.S. Forest Service matching funds.
2. Supporting documentation of U.S. Forest Service personnel expenses charged to Aurora as well as U.S. Forest Service matching funds.

C. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide Aurora Water with a written report that meets Aurora Water's specific documentation requirements.

Aurora Water requires:

1. An annual report displaying accomplishments funded by Aurora Water as well as U.S. Forest Service matching funds identified in the financial plan.
2. Before and After photos of the work accomplished as a result of this agreement.

D. Perform in accordance with the attached Financial Plan, Exhibit A.

E. Work with Aurora Water to prepare a modification each year, as applicable, to provide additional funding for the next fiscal year in support of the projects to come.

F. Utilize the funding in the amount of \$59,800 to be passed through from this agreement to a contract for completing forest thinning treatments on approximately 60 acres of National Forest System lands around Turquoise Reservoir, see Exhibit B. Utilize the funding in the amount of \$40,200 for seasonal crews to prepare and layout an area near the Turquoise Reservoir diversion tunnels for treatment in 2016.



- G. Leverage Aurora Water funding by collecting additional anticipated funds from other partners through separate and independent agreements that are not binding to this agreement. All funding will go to the same contract around Turquoise Reservoir for completing forest thinning treatments on a total of 210 acres. Additional funding partners include; U.S. Bureau of Reclamation, Colorado Springs Utilities, Xcel Energy and Pueblo Water.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Michael McHugh Address: 15151 E. Alameda Parkway, Suite 2400 City, State, Zip: Aurora, CO 80012 Telephone: 303-739-7006 FAX: 720-859-4391 Email: mmchugh@auroragov.org	Name: JoAnn Giddings Address: 15151 E. Alameda Parkway, Suite 3600 City, State, Zip: Aurora, CO 80012 Telephone: 303-739-7320 FAX: 303-739-7491 Email: jgidding@auroragov.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Evan Burks Address: 2840 Kachina Dr. City, State, Zip: Pueblo, CO 81008 Telephone: 719-553-1520 FAX: 719-553-1416 Email: ejburks@fs.fed.us	Name: Rick Maestas Address: 2840 Kachina Dr. City, State, Zip: Pueblo, CO 81008 Telephone: 719-553-1443 FAX: 719-553-1425 Email: rmaestas02@fs.fed.us

- B. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Aurora Water is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Pike and San Isabel National Forests, Cimarron and Comanche National Grasslands of the U.S. Forest Service, Department of Agriculture, in partnership with Aurora Water, is conducting forest health, hazardous fuels, and other restoration treatments to improve the health and resiliency of forests and watersheds in areas critical for providing and delivering water to the City of Aurora."



Aurora Water may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Aurora Water is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- C. **FREEDOM OF INFORMATION ACT (FOIA)**. Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- D. **PARTICIPATION IN SIMILAR ACTIVITIES**. This agreement in no way restricts the U.S. Forest Service or Aurora Water from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. **ENDORSEMENT**. Any of Aurora Water's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Aurora Water's products or activities.
- F. **NOTICES**. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or Aurora Water will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Aurora Water, at Aurora Water's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- G. **COLLABORATION**. The U.S. Forest Service and Aurora Water may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize Aurora Water's participation in the project.
- H. **TERMINATION FOR COLLECTION AGREEMENTS**. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.



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

Stephen D. Hogan
Stephen D. Hogan, Mayor

1-14-15
Date

ATTEST:

Janice Napper
Janice Napper, City Clerk

1/14/15
Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney
Christine McKenney, Assistant City Attorney

9/24/2014
Date

A-037046
ACS#

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 14 day of January, 2015, by Stephen D. Hogan, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. *Leiana Baker*
Notary Public

My commission expires: 7-28-17

(SEAL)

LEIANA BAKER NOTARY PUBLIC STATE OF COLORADO NOTARY ID # 20014021608 MY COMMISSION EXPIRES JULY 28, 2017
--

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Forest Service Agreement # 15-CO-11021200-005

Cooperator Agreement #

Exhibit A Collection Agreement Financial Plan

Cooperator and FS Contributions

COST ELEMENTS and related data				Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotal
PERSONNEL						
Resource Specialists (List all personnel):		# of Days	\$/Day			
LISA CORBIN (GS-11 Natural Resource Staff)		20.00	\$314.04		\$6,280.80	\$6,280.80
ALEX RUDNEY (GS-11 Silviculturist)		25.00	\$343.75		\$8,593.75	\$8,593.75
PATRICK CRAIG (GS-9 Pre Sale Forester)		55.00	\$295.86		\$16,272.30	\$16,272.30
CHRIS NACCARATO (GS-11 FMO)		7.00	\$414.24		\$2,899.68	\$2,899.68
ANDY WHITE (GS-9 AFMO - Fuels)		19.00	\$332.84		\$6,323.96	\$6,323.96
JENI WINDORSKI (GS-9 Wildlife Biologist)		14.00	\$276.12		\$3,865.68	\$3,865.68
ROBERT DICKAMORE (GS-5 Forestry Tech)		20.00	\$195.41		\$3,908.20	\$3,908.20
JUSTIN ANDERSON (GS-9 Sale Admin)		25.00	\$290.98		\$7,274.50	\$7,274.50
TIMBER PROGRAM MANAGER (GS-12)		7.00	\$300.00		\$2,100.00	\$2,100.00
EVAN BURKS (GS-11 Partnership Coordinator)		7.00	\$270.52		\$1,893.64	\$1,893.64
CATHERINE KAMKE (Archeologist)		7.00	\$300.17		\$2,101.19	\$2,101.19
TEMPORARY GS-6 WILDLIFE SEASONAL		85.00	\$160.00	\$13,600.00		\$13,600.00
TEMPORARY GS-5 TIMBER CREW		95.00	\$150.00	\$14,250.00		\$14,250.00
TEMPORARY GS-4 TIMBER CREW		95.00	\$130.00	\$12,350.00		\$12,350.00
Subtotal, Personnel:		481.00		\$40,200.00	\$61,513.70	\$101,713.70
TRAVEL						
Explanation of trips: From Where/To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging			
				\$0.00		\$0.00
					\$0.00	\$0.00
Subtotal, Travel:		\$0.00	0	\$0.00	\$0.00	\$0.00
EQUIPMENT						
Name and Type of Equipment:	Unit Cost	Quantity				
				\$0.00		\$0.00
					\$0.00	\$0.00
Subtotal, Equipment:		\$0.00	0	\$0.00	\$0.00	\$0.00
SUPPLIES						
Name and Type of Supplies:	Unit Cost	Quantity				
				\$0.00		\$0.00
					\$0.00	\$0.00
Subtotal, Supplies:		\$0.00	0	\$0.00	\$0.00	\$0.00

CONTRACTUAL			
Describe Contracts that will most likely result from this project:			
Turquoise Lake Treatment Contract	\$59,800.00		\$59,800.00
			\$0.00
Subtotal, Contractual:	\$59,800.00	\$0.00	\$59,800.00
OTHER			
Describe Other Costs of the Project:			
			\$0.00
			\$0.00
Subtotal, Other:	\$0.00	\$0.00	\$0.00
TOTAL DIRECT CHARGES	\$100,000.00	\$61,513.70	\$161,513.70
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	8.0%	\$4,921.10
Total Party Costs	\$100,000.00	\$66,434.80	\$166,434.80
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES		Cooperator Contribution	
TOTAL CHARGES			
			\$0.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:		\$0.00
Total Pass-Through Costs			\$0.00
TOTAL PROJECT COSTS			\$166,434.80

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

#15-CO-11021200-005 Exhibit B Map 1



L Corbin
09/15/2014



#15-CO-11021200-005 Exhibit C Map 2



L. Corbin
09/15/2014

0 0.1 0.2 0.4 0.6 0.8 Miles
1:24,000





FS Agreement No. 16-MU-11020000-004
Cooperator Agreement No. _____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AURORA,
ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE USDA,
FOREST SERVICE ROCKY MOUNTAIN REGION**

For restoring forest and watershed health to protect the City of Aurora's municipal water supplies and infrastructure.

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, hereinafter referred to as “City of Aurora,” and the USDA, Forest Service, ROCKY MOUNTAIN REGION, hereinafter referred to as the “U.S. Forest Service.”

WHEREAS: The health of Colorado's forests and watersheds affects municipal water supplies for the City of Aurora and surrounding communities. Forest and watershed restoration activities can help minimize sedimentation impacts and maintain water quality for reservoirs and other water infrastructure by reducing soil erosion and the risk of wildfires.

I. PURPOSE:

The purpose of this MOU is to document the cooperation between the parties to proactively improve the health and resiliency of forests and watersheds in areas critical for providing and delivering water to the City of Aurora. The Partners will work together, in accordance with the following provisions, in the Upper South Platte River, South Platte River Headwaters, Roaring Fork Headwaters, Frying Pan Headwaters, Eagle Headwaters, Upper Arkansas and Arkansas Headwaters Watersheds, hereinafter referred to as Priority Watersheds. Goals and activities include:

- A. Reduce wildfire risk through forest thinning, prescribed fire, and other forest health treatments;
- B. Restore areas that are currently recovering from past wildfires to reduce sedimentation of the reservoirs through tree planting, riparian vegetation improvements, and other rehabilitation activities; and
- C. Minimize current erosion and sedimentation of reservoirs through the decommissioning and improvement of roads, mine reclamation, stream improvements, and other watershed restoration activities.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service administers more than 14.5 million acres of National Forest System lands in Colorado, and nearly 90 percent of these lands lie in watersheds that contribute to public water supplies. Management of the public lands for forest and watershed health is the key to providing high quality water for municipal uses. In the Organic Administration Act of 1897, a principal purpose for establishment of the Forest Reserves (predecessor to the National Forest System) was to "secure favorable conditions of water flows."

The City of Aurora, working through its Utility Enterprise serves high-quality water and promotes its efficient use to the 300,000 people. The utility is a public agency funded by water rates, new tap fees, not taxes.

The Upper South Platte, South Platte Headwaters, Eagle Headwaters, Roaring Fork Headwaters, Frying Pan Headwaters, Upper Arkansas and Arkansas Headwaters Watersheds (Priority Watersheds) are the primary source areas for Aurora's water supplies. Forest Service has a shared interest in improving forest and watershed conditions in these watersheds to protect water supplies and water quality as well as to continue providing other public benefits such as wildlife habitat and recreation opportunities.

To achieve mutual benefits in the Priority Watersheds, the parties agree to work together to:

- a. Conduct forest thinning, prescribed fire, tree planting, riparian vegetation improvements, road decommissioning, road improvements, mine reclamation, and other forest and watershed health treatments on National Forest System lands within the Priority Watersheds;
- b. Meet at least once annually to develop, update, and coordinate mutually beneficial projects or other activities within each Priority Watershed and target accomplishments. Any funding provided by the City of Aurora or the USFS will be provided, as available and applicable, through separate, periodic collection agreements with the U.S. Forest Service's Regional Office, National Forests, or other partners depending on the scope and type of planned activities;
- c. Support the creation and continued refinement of assessments to inform which areas and treatments will have the greatest benefit for protecting municipal water supplies;
- d. Coordinate with the Colorado State Forest Service and other partners to provide education, technical, and financial incentives to private landowners to facilitate forest and watershed treatments on the private lands in the Priority Watersheds to complement the work conducted on the public lands;
- e. Engage other partners (including but not limited to other water providers, local municipalities, utility companies, ski resorts, the real estate industry, and volunteer-based organizations) to leverage additional funding and support; and
- f. Develop shared communications and media outreach to increase public awareness and understanding of:



- The importance of forest health for municipal water supplies; and
- The environmental and economic benefits of a proactive approach to restoring forest and watershed health, including the reduced cost of providing water to Aurora’s citizens and businesses in the long run.

In consideration of the above premises, the parties agree as follows:

III. CITY OF AURORA SHALL:

Provide support for mutually beneficial projects and activities in the Priority Watersheds, as applicable and as funding is available, through separate Collection Agreements with the US Forest Service’s Regional Office, National Forests, and/or other partners.

IV. THE U.S. FOREST SERVICE SHALL:

Oversee and administer work done on National Forest System land including conducting planning and survey work as needed to ensure all activities meet applicable laws and regulations. Conduct forest and watershed improvements, as applicable and contingent on available federal funds, throughout the priority watersheds to complement the City of Aurora funded treatments.

A.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

City of Aurora Program Contact	City of Aurora Administrative Contact
Name: Michael McHugh Address: 15151 E. Alameda Parkway, Suite 3600 City, State, Zip: Aurora, CO 80011 Telephone: 303-739-7006 FAX: 720-859-4391 Email: mmchugh@auroragov.org	Name: Michael McHugh Address: 15151 E. Alameda Parkway, Suite 3600 City, State, Zip: Aurora, CO 80011 Telephone: 303-739-7006 FAX: 720-859-4391 Email: mmchugh@auroragov.org



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Claire Harper Address: 740 Simms St City, State, Zip: Golden, CO 80401 Telephone: 303-275-5178 FAX: 303-275-5754 Email: claireharper@fs.fed.us	Name: Rebecca Cuthbertson Address: 740 Simms St City, State, Zip: Golden, CO 80401 Telephone: 303-275-5068 FAX: 303-275-5396 Email: rcuthbertson@fs.fed.us

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or City of Aurora is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To City of Aurora Program Manager, at the address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or City of Aurora from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of City of Aurora’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of City of Aurora’s products or activities.

E. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other



resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the City of Aurora to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- I. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- J. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The City of Aurora is encouraged to give public notice of the receipt of this agreement and, from time to time, to



announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Rocky Mountain Region of the U.S. Forest Service, Department of Agriculture, in partnership with the City of Aurora, is conducting forest health, hazardous fuels, and other restoration treatments to improve the health and resiliency of forests and watersheds in areas critical for providing and delivering water to the City of Aurora."

The City of Aurora may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The City of Aurora is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- K. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The City of Aurora shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- L. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- M. DEBARMENT AND SUSPENSION. The City of Aurora shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the City of Aurora or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- N. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- O. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through November 30, 2020, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- P. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this



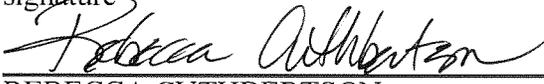
MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.




 DANIEL JIRON
 Regional Forester
 U. S. Forest Service, Rocky Mountain Region

2/17/16
 Date

The authority and format of this agreement have been reviewed and approved for signature


 REBECCA CUTHBERTSON
 U. S. Forest Service Grants & Agreements Specialist

2/16/16
 Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 3778642 (relay voice). USDA is an equal opportunity provider and employer.

MEMORANDUM OF UNDERSTANDING
between the
CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE
AURORA WATER
and the
COLORADO STATE FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by and between the CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE (“Aurora Water”), and the BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY for the use and benefit of the COLORADO STATE FOREST SERVICE (“CSFS”). Collectively, City of Aurora and Colorado State Forest service may be referred to herein as “Parties”, or individually as a “Party”.

Background: The health of Colorado's forests and watersheds affects municipal water supplies for the City of Aurora and surrounding communities. Forest and watershed management activities can help minimize sedimentation impacts, maintain water quality for reservoirs, and other water infrastructure by reducing soil erosion and the risk of wildfires.

Title: Managing forest and watershed health to protect the City of Aurora's municipal water supplies and infrastructure.

I. PURPOSE:

The purpose of this MOU is to document the cooperation between the Parties to proactively improve the health and resiliency of forests and watersheds in areas critical for providing and delivering water to the City of Aurora. The Parties will work together, in accordance with the following provisions, in the Upper South Platte River, South Platte River Headwaters, Roaring Fork Headwaters, Frying Pan Headwaters, Eagle Headwaters, Upper Arkansas and Arkansas Headwaters Watersheds (“Priority Watersheds”) in which Aurora owns lands. Goals and activities may include recommendations or actions on Aurora properties to:

- A. Reduce wildfire risk through forest thinning, prescribed fire, and other forest health treatments.
- B. Restore areas that are currently recovering from past wildfires to reduce sedimentation of the reservoirs through tree planting, riparian vegetation improvements, and other rehabilitation activities.
- C. Minimize current erosion and sedimentation of reservoirs through the decommissioning and improvement of roads, mine reclamation, stream improvements, and other watershed restoration activities.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

CSFS administers and manages nearly 500,000 acres of county, municipal, state, and private forest lands in Colorado, and has developed the expertise to understand issues and prescribe actions on Aurora owned properties in watersheds that contribute to Aurora's public water supplies. Management of these City owned lands for forest and watershed health is the key to maintaining the functioning of these watersheds.

Aurora Water serves high quality water, and promotes its efficient use to the more than 340,000 people in the City of Aurora. The utility is a public agency funded by water rates and new tap fees rather than taxes.

City owned properties within the Priority Watersheds together with other publically and privately owned lands are the primary source areas for Aurora Water's water supplies. CSFS has a shared interest in improving forest and watershed conditions in these watersheds to protect water supplies, and water quality as well as to continue providing other public benefits such as wildlife habitat and recreation opportunities.

To achieve mutual benefits in the Priority Watersheds, the Parties agree to work together to:

- a. Conduct forest thinning, prescribed fire, tree planting, riparian vegetation improvements, and other forest and watershed health treatments on Aurora owned lands within the Priority Watersheds as detailed in the attached Exhibit A.
- b. Meet at least once annually to develop, update, and coordinate mutually beneficial projects or other activities within each Priority Watershed on City owned properties and target accomplishments. Any funding provided by Aurora Water will be committed as applicable through separate, periodic Service Agreements with CSFS depending on the scope and type of planned activities.
- c. Support the creation and continued refinement of assessments to inform which areas and treatments will have the greatest benefit for protecting Aurora's municipal water supplies.
- d. Coordinate with other partners to provide education, technical, and financial incentives to private landowners to facilitate forest and watershed treatments on the private lands in the Priority Watersheds to complement the work conducted on the Aurora owned lands.
- e. Engage other partners (including but not limited to other water providers, local municipalities, utility companies, ski resorts, the real estate industry, and volunteer-based organizations) to leverage additional funding and support.
- f. Develop shared communications and media outreach to increase public awareness and understanding of:
 - The importance of forest health for municipal water supplies.

- The environmental and economic benefits of a proactive approach to restoring forest and watershed health, including the reduced cost of providing water to Aurora Water customers in the long run.

In consideration of the above premises, the Parties agree as follows:

III. AURORA WATER SHALL:

Provide support for mutually beneficial projects and activities in the Priority Watersheds, as applicable, through separate Service Agreements with CSFS. Aurora Water may also choose to provide funding to the National Forest Foundation or other organizations in support of projects and activities in the Priority Watersheds.

IV. THE COLORADO STATE FOREST SERVICE SHALL:

Oversee and administer all work done on Aurora owned properties including conducting planning and survey work needed to ensure all activities meet all applicable laws and regulations. CSFS may also conduct forest and watershed improvements throughout the priority watersheds to complement the Aurora Water funded treatments by working with adjacent private landowners as agreed to in specific Joint Funding Agreements approved by Aurora’s City Council.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this MOU.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Michael McHugh Address: 15151 E. Alameda Parkway, Suite 2400 Aurora, CO 80012 Telephone: 303-739-7006 FAX: 720-859-4391 Email: mmchugh@auroragov.org	Name: Michael McHugh Address: 15151 E. Alameda Parkway, Suite 2400 Aurora, Aurora, CO 80012 Telephone: 303-739-7006 FAX: 720-859-4391 Email: mmchugh@auroragov.org

Principal CSFS Contacts:

CSFS Program Manager Contact	CSFS Administrative Contact
Name: Richard M. Edwards Address: 5060 CSU Campus Delivery City, State, Zip: Fort Collins, CO 80523 Telephone: 970-491-6303 FAX: 970-491-7736 Email: rich.edwards@colostate.edu	Name Joseph A. Duda Address: 5060 CSU Campus Delivery City, State, Zip: Fort Collins, CO 80523 Telephone: 970-491-6303 FAX: 970-491-7736 Email: joseph.duda@colostate.edu

- B. NON-LIABILITY. CSFS does not assume liability for any third party claims for damages arising out of this agreement.
- C. NON-LIABILITY. Aurora Water does not assume liability for any third party claims for damages arising out of this MOU.
- D. NOTICES. Any communications affecting the operations covered by this MOU given by CSFS or Aurora Water is sufficient only if in writing, and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the CSFS Program Manager, at the address specified in the MOU.

To Aurora Water, at Aurora Water's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts CSFS or Aurora Water from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of Aurora Water's contributions made under this MOU do not by direct reference or implication convey CSFS endorsement of Aurora Water's products or activities.
- G. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The Parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the Parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a Party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the Parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a Party, then the applicable criteria must be met. Additionally, under a prospective agreement, each Party operates under its own laws, regulations, and/or policies, and any CSFS obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- H. USE OF CSFS INSIGNIA. In order for Aurora Water to use the CSFS insignia on any published media, such as a web page, printed publication, or audiovisual production, permission must be granted from the CSFS. A written request must be submitted and approval granted in writing by the CSFS prior to use of the insignia.
- I. USE OF AURORA WATER INSIGNIA. In order for CSFS to use Aurora Water's insignia on any published media, permission must be granted from Aurora Water's Public Relations Division. A written request must be submitted and approval granted in writing by Aurora Water Public Relations prior to use of the insignia.
- J. Colorado Open Records Act. Public access to MOU or agreement records must not be limited, except when such records must be kept confidential, and would have been exempted from disclosure pursuant to the Colorado Open Records Act
- M. PUBLIC NOTICES. It is the CSFS' policy to inform the public as fully as possible of its programs and activities. Aurora Water is/are encouraged to give public notice of the receipt of this MOU and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- CSFS, in partnership with Aurora Water, is conducting forest health, hazardous fuels, and other restoration treatments to improve the health and resiliency of forests and watersheds in areas critical for providing and delivering water to the City of Aurora.
- Aurora Water may call on the CSFS for advice regarding public notices. Aurora Water is requested to provide copies of notices or announcements to the CSFS Program Manager, and to the CSFS Administrative Contact as far in advance of release as possible.
- N. CSFS ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Aurora Water shall acknowledge CSFS support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. TERMINATION. Any of the Parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. Aurora Water shall immediately inform CSFS if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Aurora Water or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify CSFS without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed.

Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature, and is effective through December 31, 2020, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

- S. AUTHORIZED REPRESENTATIVES. By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the Parties hereto have executed this MOU as of the last date written below.

Joseph A. Duda
Joseph A. Duda (Mar 15, 2016)

Mar 15, 2016

Date

Joseph A. Duda, Deputy State Forester
Colorado State Forest Service

The authority and format of this agreement have been reviewed and approved for signature

Grant Calhoun
Grant Calhoun (Mar 15, 2016)

Mar 15, 2016

Date

Grant N, Calhoun, JD; Assistant Legal Counsel/Director of Contracts
Colorado State University Office of Contracting Services

- ◆ c. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City and Serenity Metropolitan District No. 1 regarding funding and construction of the Smoky Hill / Powhaton intersection.

Motion by Broom, second by Berzins, to approve item 10c, with a waiver of reconsideration.

Voting Aye: Mayor Tauer, Berzins, Broom, Cleland, FitzGerald, Frazier, Markert, Peterson, Pierce, Roth

- ◆ d. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving a Memorandum of Understanding between the National Forest Foundation (NFF) and the City of Aurora Acting by and through its Utility Enterprise, to partially fund the Hayman Restoration Partnership Project in the amount of \$500,000 over the next two years.

Motion by Pierce, second by Cleland, to approve item 10d.

Council Member Cleland expressed appreciation to all those involved in this effort.

Voting Aye: Mayor Tauer, Berzins, Broom, Cleland, FitzGerald, Frazier, Markert, Peterson, Pierce, Roth

- ◆ e. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving a Memorandum of Understanding between the USDA Forest Service Rocky Mountain Region and the City of Aurora Acting By and through its Utility Enterprise, to cooperate in developing a five year plan to improve forest health.

Motion by Roth, second by Broom, to approve item 10e.

Voting Aye: Mayor Tauer, Berzins, Broom, Cleland, FitzGerald, Frazier, Markert, Peterson, Pierce, Roth

- ◆ f. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving a Reimbursement Agreement between the USDA, Forest Service (Pike San Isabel National Forest and the Comanche and Cimarron National Grasslands) and the City of Aurora Acting By and Through its Utility Enterprise, to fund the National Environmental Policy Act field activities on the Leadville Ranger District Lands in Northern Lake County and to complete tree thinning activities in the vicinity of Mt. Elbert Forebay and Twin Lakes on the Leadville Ranger District Lands in the amount not to exceed \$206,000 over two years.

Motion by Berzins, second by Cleland, to approve item 10f.

Voting Aye: Mayor Tauer, Berzins, Broom, Cleland, FitzGerald, Frazier, Markert, Peterson, Pierce, Roth

11. ORDINANCES FOR INTRODUCTION

- ◆ a. Consideration of an ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, amending Chapter 130 of the City Code of the City of Aurora, Colorado, by the addition of a new Article VIII regarding the creation of enhanced taxing areas within the City.

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

approving the 2015 Operating Plan and Budget for the Fitzsimons Business Improvement District.

Motion by Cleland, second by Pierce, to approve item 10a.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Pierce, Roth

Voting Nay: Peterson

- ◆ **b. R-2014-78**
Consideration to APPROVE A RESOLUTION of the City Council of Aurora, Colorado, approving a Collection Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the U.S. Forest Service.

Motion by Broom, second by Roth, to approve item 10b.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Peterson, Pierce, Roth

- ◆ **c. R-2014-79**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City of Aurora and the State of Colorado, for the use and benefit of the Department of Transportation, regarding the Hudson Road Bridge over Coyote Run Creek Rehabilitation Project.

Motion by Markert, second by Roth, to approve item 10c.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Peterson, Pierce, Roth

11. RECONSIDERATIONS AND CALL-UPS

None

12. GENERAL BUSINESS

- a. Consideration of the reappointment of one (1) member and the appointment of one (1) member to the Art in Public Places Commission.

Motion by Markert, second by Peterson, to reappoint Reno Carollo and appoint Donna McClary to the Art in Public Places Commission.

Voting Aye: Mayor Hogan, Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Peterson, Pierce, Roth

13. REPORTS

- a. Report by the Mayor

No report.

- b. Reports by the Council

Council Member Broom invited all those interested in attending to the Ward VI town meeting scheduled for Thursday, November 13, 2014 at the Tallyn's Reach Library at 7:00 p.m.

Council Member Markert shared information provided to her by a constituent of his observations while traveling on City bus route 105 related to parking concerns and infrastructure in the City.

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

- ◆ o. **2015-66**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending the 2009 Aurora Comprehensive Plan by including the City Center Station area plan. STAFF SOURCE: Mindy Parnes, Interim Planning Manager, Planning & Developments

Motion by Cleland, second by Roth, to approve items 15k – 15o.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

16. **RESOLUTIONS**

- ◆ a. **R2015-121**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, to approve a Memorandum of Understanding between the USDA Forest Service Rocky Mountain Region and the City of Aurora, Colorado, acting by and through its Utility Enterprise, to cooperate in developing a five-year plan to improve forest health. STAFF SOURCE: Sean Lieske, Environmental Permitting Manager, Aurora Water

Motion by Roth, second by Mounier, to approve items 16a.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

- ◆ b. **R2015- 122**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, Approving an Agreement Between the City of Aurora and the Colorado Department of Revenue, Division of Motor Vehicles, Regarding Commercial Driver License Testing. STAFF SOURCE: Renee Pettinato Mosley, Risk Manager, Internal Services

Motion by LeGare, second by Peterson, to approve items 16b.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

17. **PUBLIC HEARING WITH RELATED ORDINANCE**

- ◆ a. **2015-69**
PUBLIC HEARING and Consideration for INTRODUCTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, rezoning the Southeast corner of Dayton Street and Mississippi Avenue, City of Aurora, County of Arapahoe, State of Colorado, from B-4 (Business and Commercial District) and A-O (Administrative Office District) to R-1 (Low Density Single-Family Residential District) and amending the zoning map accordingly (**Highline Rezone**) STAFF SOURCE: Anthony Avery, Planner I, Planning & Development Services

Mayor Hogan opened the public hearing on the item.

Anthony Avery, Planner I, Planning & Development Services, gave a presentation on the item, noting it related to the rezoning of a site from B-4 to R-1.

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

Mindy Parnes, Planning Supervisor, stated her assurance that the property had the same mixed uses available moving forward.

Voting Aye: Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

10. **RESOLUTIONS**

- ◆ **a. R2016-28**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the City and County of Denver, acting by and through its Board of Water Commissioners, regarding the Strontia Springs Dam Emergency Reservoir Drainage System Rehabilitation project. STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water

Motion by LeGare, second by Pierce, to approve item 10a.

Voting Aye: Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth
- ◆ **b. R2016-29**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, for an Amendment to the Collection Agreement between the City of Aurora, acting by and through its Utility Enterprise and the USDA Forest Service, Pike and San Isabel National Forests, Cimarron and Comanche National Grasslands (PSICC). STAFF SOURCE: Sean Lieske, Environmental Permitting Manager, Aurora Water

Motion by Roth, second by Peterson, to approve item 10b.

Voting Aye: Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth
- ◆ **c. R2016-30**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Memorandum of Understanding between the City of Aurora, Colorado, by and through its Utility Enterprise, and the Colorado State Forest service regarding forest management watershed health. STAFF SOURCE: Sean Lieske, Environmental Permitting Manager, Aurora Water

Motion by Roth, second by Peterson, to approve item 10c.

Voting Aye: Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth
- ◆ **d. R2016-31**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the agreement between the City of Aurora, Colorado, acting by and through its utility enterprise, and the Board of County Commissioners of Adams County, Colorado, regarding water service for the Front Range airport. STAFF SOURCE: Kelley Neumann, Deputy Director Water Planning/Engineering, Aurora Water

Motion by Peterson, second by Lawson, to approve item 10d.

Voting Aye: Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth
- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Water Policy Committee (WPC) Meeting
June 15, 2022

Members Present: Council Member Angela Lawson Vice-Chair, Council Member Steve Sundberg Chair, Council Member Curtis Gardner

Absent:

Others Present: Greg Baker, Casey Rossman, Leiana Baker, Marshall Brown, Steve Fiori, Swirvine Nyirenda, Tim York, Sam Miller, John Murphy, Ian Best, Jo Ann Giddings, Rachel Allen, Alex Davis, Zach Vernon, Rich Vidmar, Sarah Young, Adam Waters, Steve Sciba, Laura Perry, Fernando Aranda, Dan Brotzman, Rory Franklin, Brian Rulla, Melina Bourdeau

8. Memorandum of Understanding (MOU) for the Use and Benefit of Colorado State Forest Service

Summary of Issue and Discussion: R. Vidmar gave an overview of the MOU.

Outcome: The Committee supports the Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service.

Follow-Up Action: Forward to Study Session for consideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution in Support of Enhanced Design Guidelines for Chase Drains
Item Initiator: Victor Rachael, Deputy Director of Public Works Engineering
Staff Source/Legal Source: Victor Rachael, Deputy Director of Public Works Engineering / Michelle Gardner, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ITEM DETAILS:

Sponsor: Francoise Bergan, Mayor Pro Tem

Victor Rachael, Deputy Director of Public Works Engineering / Michelle Gardner, Senior. Assistant City Attorney

Estimated time: 10 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 8/10/2022

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

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

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

At the August 10, 2022 meeting of the PED policy committee, City staff presented the proposed resolution. Due to the timing of the policy committee and the August 15th Study Session packet, staff will communicate the policy committee recommendation at study session.

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

The proposed resolution supports current efforts within the City to address concerns regarding water draining from residential homes, over the sidewalk, and into the roadway stormwater conveyance system. In addition, it supports a look-back provision of 12 months from the time a person or family closes on a home, to notify the homebuilder and City of a drainage issue. City staff would then review the concern and determine if a chase drain is appropriate, if so then the home builder would then be required to complete the installation.

QUESTIONS FOR COUNCIL

Does Council support moving the Resolution forward to the next available Regular Meeting?

LEGAL COMMENTS

The Council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter. (City Charter 3-9) Council members have authority to place items on the council agendas. Each such item shall indicate the party requesting the item. (City of Aurora City Council Rule of Order and Procedure Section B.2(a)) (M. Gardner)

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: A Resolution in Support of Enhanced Design Guidelines for Chase Drains

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

Staff Source/Legal Source Victor Rachael, Deputy Director of Engineering, Public Works Department/Michelle Gardner, Sr. Assistant City Attorney

Outside Speaker: N/A

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

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

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

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 8/15/2022

Regular Meeting: N/A

EXPLANATION: **(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)**

This item will be presented to the Planning & Economic Committee on August 10th and asked to be presented at the next available study session.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Victor Rachael – Deputy Director, Public Works Engineering

Laura Perry, Deputy City Manager

Agenda Item Initiator Name

Late Submission Approver Name

8/4/22

08/04/22

Agenda Item Initiator Signature

Date

Late Submission Approver Signature

Date

RESOLUTION NO. R2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, IN SUPPORT OF ENHANCED DESIGN GUIDELINES FOR INSTALLATION
OF CHASE DRAINS AS A PART OF NEW DEVELOPMENT IN AURORA

WHEREAS, water drainage on and over sidewalks causing icy conditions due to cold weather is a city-wide concern of residents in the City of Aurora (“City”); and

WHEREAS, the City, through its police power and lawful authority as a home-rule city, is undertaking water conservation efforts that include making revisions to existing design and development code requirements and departmental rules and regulations; and

WHEREAS, the citizens of Aurora will benefit from the City requiring new development design standards that improve water drainage on and across sidewalks, which can be enforced through codes and regulations adopted by the City including, but not limited to, the Roadway Design & Construction Specifications Manual (“Roadway Manual”); and

WHEREAS, the City is currently in the process of revising the adopted 2016 Roadway Manual pursuant to the authority granted to the City Engineer; and

WHEREAS, the revisions to the 2016 Roadway Manual are anticipated to be adopted and implemented in late fall/early winter of 2022; and

WHEREAS, the Roadway Manual, Chapter 4.03, addresses “Drainage” and provides the minimum acceptable criteria for the design and construction of the city's infrastructure, including: roadway sections and sidewalks; traffic, signals, signage, striping, and traffic control; pavement design, materials, and installation requirements; street lighting; civil plan submittals requirements and process; and

WHEREAS, revisions to the 2016 Roadway Manual provide for multi-family, commercial, or industrial developments storm water from concentrated points of discharge from a storm event shall not be allowed to flow over internal, private sidewalks and perimeter, public sidewalks, but shall drain to the roadway by the use of chase sections; and

WHEREAS, revisions to the 2016 Roadway Manual provide an updated chase drain detail, including flexibility in size and material specifications; and

WHEREAS, single-family developments side yard points of discharge from storm event are allowed to flow over the public sidewalk, unless the drainage design is two lots or greater draining through adjacent/common side yard swale where a chase will be required; and

WHEREAS, the builder will be the responsible party required to install a chase if more than one single family home sump pump is directed to a side yard swale; and

WHEREAS, water-wise landscaping is recommended and promoted, with programs offered to residents, to conserve water and help address flows across curbside landscaping; and

WHEREAS, the City supports requiring the builder to install a chase, to address water drainage on and over sidewalks, at the request of a new residential home buyer, for a period of twelve (12) months from the date of purchase of a new home; and

WHEREAS, the City Council of the City of Aurora desires to express its support to protect the safety of its citizens by establishing design guidelines and requirements specifying when chase drains must be installed as part of new development within the City of Aurora; and

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

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

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

Section 1. The Resolution in Support of Enhanced Design Guidelines for Installation of Chase Drains as a Part of New Development in Aurora is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver this Resolution 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 prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA
Michelle Gardner

MICHELLE GARDNER, Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: IGA to Coordinate with Arapahoe County for November 2022 Special Municipal Election
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: 8/15/2022

Regular Meeting: 8/22/2022

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

Staff is requesting a waiver of reconsideration
Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Estimated time: 5 minutes

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

Referred Measure

City Council approved Ordinance 2022-33 to refer a charter amendment to a vote of the registered electors. The referred measure is to amend Article 3-3 of the City Charter to replace "felony" with "embezzlement of public money, bribery, perjury, solicitation of bribery, or subordination of perjury". This is in response to a ruling from the District Court declaring that the City Charter violated Article XII, Section 4 of the Colorado Constitution.

Council has the authority to refer charter amendments to a vote of registered electors, pursuant to Article XX, Section 5 of the Colorado Constitution and Section 54-149 of the City Code.

Intergovernmental Agreement

Intergovernmental Agreements are required by state law for coordinated elections. They outline certain practices and procedures to preserve the integrity of the election process.

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

This Resolution and Intergovernmental Agreement authorizes the City of Aurora to coordinate with Arapahoe County to conduct a special municipal election in conjunction with the November 8, 2022 General Election.

The referred measure approved by Council (Ordinance 2022-33) will be on the ballot for the November 8, 2022 General Election. It will become effective upon certification of the election results if a majority of the registered electors voting vote in favor.

QUESTIONS FOR COUNCIL

Does Council wish to support the Intergovernmental Agreement between the City of Aurora and Arapahoe County for a coordinated election to be held in conjunction with the November 8, 2022 General Election?

LEGAL COMMENTS

City Charter Section 10-12. Cooperative contracts.

The 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. (Article 10-12, City Charter)(Lathers).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the City of Aurora, Colorado (the "City"), and Arapahoe County, Colorado (the "County"), wish to enter into an agreement setting forth the respective responsibilities of the City and the County regarding conducting and administering the November 8, 2022 coordinated general election; and

WHEREAS, the City Council of the City finds and determines that such agreement is in the best interests of the City and its citizens; and

WHEREAS, the City Council is authorized by City Charter Article 10-12, City Code Section 2-31, and Colorado Revised Statutes Section 29-1-203, to enter into intergovernmental agreements through adoption of a Resolution approving the same;

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

Section 1. The Intergovernmental Agreement presented with this Resolution and appended thereto by reference between the City of Aurora, Colorado, and Arapahoe County, Colorado, for conducting and administering the coordinated general election to be held November 8, 2022 is hereby approved.

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

Section 3. All Resolutions or parts of Resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

Section 4. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk and Designated Election Official

APPROVED AS TO FORM:

David Lathers

DAVE LATHERS, Senior Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ARAPAHOE COUNTY CLERK AND RECORDER

AND

CITY OF AURORA

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

NOVEMBER 8, 2022

GENERAL ELECTION

PREPARED BY:

ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE

ELECTIONS DIVISION

5334 S. PRINCE STREET

LITTLETON, COLORADO 80120

303-795-4511

THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, on behalf of the Arapahoe County Clerk and Recorder (hereinafter referred to as the "County") and City of Aurora (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1-5-401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a Coordinated Election on November 8, 2022; and

WHEREAS, such agreements are authorized by State law.

WHEREAS, the County and the Jurisdiction have a history of successful coordinated elections and have therewith established certain practices and procedures to preserve the integrity of the election process; and

WHEREAS, the Parties understand and agree that conducting coordinated elections subjects all Parties participating in the process to the strictures of Article XXIX of the Colorado Constitution pertaining to Ethics in Government, including that all Parties must: hold the respect and confidence of the people; carry out their duties for the benefit of the people; and avoid conduct that is in violation of their public trust or that creates a justifiable impression in the public that such trust is being violated.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with Arapahoe County for this purpose and may include municipalities, school districts, and special districts within the Arapahoe County limits and the State of Colorado.

The Arapahoe County Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Kadee Rodriguez as its Designated Election Official (hereinafter "DEO").

FURTHER, the Parties agree as follows:

**SECTION I.
PURPOSE AND GENERAL MATTERS**

1.01 DEFINITIONS.

- A. **“Address Library Report”** means the address report from the Secretary of State voter registration system that defines street addresses and precincts within the jurisdiction.
- B. **“Coordinated Election Official”** (hereinafter **“CEO”**) shall mean the County Clerk and Recorder who shall act as the **“coordinated election official,”** as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- C. **“Colorado Election Code”** or **“Code”** means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- D. **“Coordinated Election”** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdictions.
- E. **“Contact Officer”** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- F. **“Designated Election Official”** (hereinafter **“DEO”**) means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.
- G. **“IGA”** or **“Agreement”** means this Intergovernmental Agreement between the County and the Jurisdiction for election coordination.
- H. **“Jurisdiction”** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the City of Aurora.
- I. **“Logic and Accuracy Test”** means a test of all electronic and electromagnetic voting equipment to test mail, provisional and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a preaudited group of ballots.
- J. **“Mail Ballot Packet”** means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

- K. **“Post Election Audit”** means such audit as set forth substantially in the Colorado Election Code.
- L. **“Precinct”** means an area with established boundaries within a political jurisdiction used to establish election districts.
- M. **“Proposed Jurisdiction”** means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.
- N. **“SOS”** means the Colorado Secretary of State.
- O. **“Election Calendar”** means the “2022 General Election – Abridged Calendar Key Dates for Coordinating Jurisdictions,” attached hereto as Attachment B, which is based upon and incorporates the most recent election calendar as published on the SOS website located at www.sos.state.co.us.
- P. **“TABOR”** means a ballot issue that is governed by article X, § 20 of the Colorado Constitution.
- Q. **“UOCAVA voters”** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.02 JURISDICTIONAL LIMITATION.

A. The Jurisdiction encompasses territory within Arapahoe County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Arapahoe County.

**SECTION II.
COUNTY/JURISDICTION RESPONSIBILITIES**

2.01 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the County or the Jurisdiction from their official responsibilities for the conduct of the election as generally set forth in the Colorado Election Code.

All parties shall:

- B. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election, unless superseded by other legal authority.
- C. Enforce all applicable provisions of the Fair Campaign Practices Act.
- D. Review and execute this IGA with all required signatures on or before the deadline set forth in § 1-7-116(2), C.R.S.
- E. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for this election.

F. All parties shall remain cognizant of their obligations under article XXIX of the Colorado Constitution at all times during the election process, from the signing of this IGA to final certification of election results to the SOS.

2.02 COUNTY RESPONSIBILITIES.

The County shall perform the following duties:

G. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.

H. Maintain voter records and an address library for Arapahoe County voters within the Colorado SCORE voter registration database. Comply with Colorado SOS and Arapahoe County cyber-security recommendations to protect confidential voter information.

I. Send a certified list of registered voters to the Jurisdiction via secure online method if requested by the DEO of the Jurisdiction.

J. In order to identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the County shall perform the following duties for the Address Library:

- a. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.
- b. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges, the accuracy of the map of the Jurisdiction's boundaries as found on ArapaMAP or note any errors, omissions, and/or corrections.
- c. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

K. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.arapahoevotes.gov.

- a. Pursuant to § 1-5-905, C.R.S., and SOS Rule 4.1.2, the County is required to provide in-person and sample ballot translations for all ballot content in Spanish in Coordinated Elections using a translator subject to the requirements of the Code and SOS Rules 4.8.8 and 4.8.9.
- b. The County will be responsible for obtaining a Spanish translation of the Jurisdiction's ballot content from the County's certified translation vendor. Cost of Spanish translation will be included in shared election cost calculations.

- c. To the extent that the Jurisdiction includes territory in more than one county, the County will coordinate with the Jurisdiction and the other county or counties to determine responsibility for obtaining a Spanish translation so that only one translation is completed for each ballot issue or question and that the same translated version is used by each county.
- L. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:
- a. If the Jurisdiction is entirely contained within Arapahoe County, the County has authority to set the ballot measure order and number.
 - b. If the Jurisdiction includes territory in more than one county, the County will coordinate with the other applicable counties for purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.
- M. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.
- N. Provide a candidate hotline at 303-734-5365, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.
- O. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.
- P. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.
- Q. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S., for the Jurisdiction's ballot issues, ballot questions, and/or candidates.
- R. If the Jurisdiction's election includes a TABOR issue, the County shall perform the following duties relative to the TABOR Notice:
- a. Provide a Microsoft Word document template for the TABOR Notice to the Jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment B.
 - b. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.
 - c. Contract with a printing vendor to produce and mail one copy of the TABOR Notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR Notice also will be mailed to every eligible property owner who is not already a registered voter in Arapahoe County. The County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."

- d. Post the TABOR Notice on www.arapahoevotes.gov.
 - e. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the County's total expenditures relative to the TABOR Notice.
- S. Hire, instruct and oversee election judges and temporary workers necessary for the conduct of the election.
- T. Establish and maintain mail ballot 24-hour drop-boxes, and designate and operate Voter Service and Polling Centers as required by the Code.
- U. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every Voter Service and Polling Center and 24-hour drop-box each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.
- V. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.
- W. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system. A SCORE download providing an update on every eligible voter's registration and ballot status will be posted on www.arapahoevotes.gov daily during the voting period. No person will be given preferential treatment regarding the receipt of updated SCORE information, except that the Clerk's Office may respond to lawful records requests made pursuant to the Colorado Open Records Act.
- X. Send letters to voters whose mail ballot envelopes are missing a signature, missing identification or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.
- Y. Maintain the following reports for all Arapahoe County eligible voters, and publish a public version (excluding confidential voters) on www.arapahoevotes.gov :
- a. A registered voter list, including the names of eligible electors;
 - b. A turnout list, including the names of eligible electors, precinct number, date mail ballot was sent, and date ballot was issued at a Voter Service and Polling Center.
- Z. Accept public inquiries by phone at 303-795-4511 and by email at elections@arapahoegov.com. Respond to all correspondence and calls within the County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.
- AA. Post unofficial election results by ballot question after the polls close on Election Night at www.arapahoevotes.gov , and regularly update the unofficial results as more eligible ballots are counted. Election results will not be shared before the online posting.

BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction pursuant to state law. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

CC. Prepare and run the required Post Election Risk Limiting Audit in accordance with the Code before certifying election results.

DD. Appoint a Canvass Board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election pursuant to § 1-10-101, C.R.S. Provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.

EE. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election.

FF. Submit to the Jurisdiction a good faith preliminary cost estimate at the time of this Agreement, an updated cost estimate after the deadline for ballot content to be submitted has passed pursuant to state law, and an itemized invoice for all expenses incurred under this Agreement post-election.

- a. The County allocates costs using a Weighted Population Average, which reflects the proportionate number of active registered voters in each Jurisdiction on Election Day compared to the sum of all active registered voters in all coordinating jurisdictions for that election (including the County itself).
- b. The total shared costs attributable to the County's administration of the election are multiplied by the Weighted Population Average to determine the Jurisdiction's allocation based on this formula. The final invoice detailing the Jurisdiction's portion of shared election costs will reflect actual cost totals as well as any changes in the total number of coordinating jurisdictions participating in the election and any increases in active voter count between the cost estimates and Election Day.

GG. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.03 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as liaison between the Jurisdiction and the County.

B. Notify the County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the County, which determines which residential addresses are within the jurisdiction. View the street ranges in a map format at:

<http://gis.arapahoegov.com/ArapaMAP/>. Confirm the street ranges and/or map are correct and identify any errors, omissions or deletions if necessary. Provide the County with certification of any annexations,

inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the County, including any corrections if necessary, by the date set forth in Attachment B.

- a. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the County with a certified legal description, map, and a list of street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

- a. Coordinate directly with the Arapahoe County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in Arapahoe County, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment B.
- b. Contact Minerva Padron at the Colorado SOS's Office to receive access to DEO SCORE lookup. (Minerva Padron, 855-428-3555 ext. 6332, minerva.padron@sos.state.co.us).
- c. Using the list from the Assessor's Office:
 - i. Remove from the list non-person entities and persons not living in the State of Colorado.
 - ii. Look up the remaining names using the SOS SCORE look-up tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.
 - iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.
 - iv. Deliver to the County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment B. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the County on the date of ballot content certification under the Code.

H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions and issues to the County. Submit the ballot content via email to Corene Henage at chenage@arapahoegov.com on or before the deadline as set forth within Attachment B. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed case. (Ballot content submitted to the County after the deadline will not appear on the ballot.)

I. Within one business day of receipt from the County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the County via email to Corene Henage at chenage@arapahoegov.com.

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the County's candidate hotline at 303-734-5365 by the deadline indicated in Attachment B and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice by the relevant deadlines indicated in Attachment B:

- a. Receive petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.
- b. Prepare a financial summary for each ballot question or issue.
- c. Prepare a Microsoft Word document using the template provided by the County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment B, delivered to Briana Kacinski at bkacinski@arapahoegov.com.
- d. Defend and resolve, at the Jurisdiction's sole expense, all challenges related to the candidates, ballot issues and/or ballot questions, or to the TABOR Notice if applicable, as certified to the County.

Elections Division
5334 S. Prince St.
Littleton, Colorado 80120
Fax: (303) 794-4625
Email: jlopez@arapahoegov.com

To Jurisdiction: Kadee Rodriguez
City Clerk
and Designated Election Official
15151 E Alameda Pkwy
Aurora CO 80012
Email: kvrodrig@auroragov.org
Phone: 303-739-7094

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.03 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law.

4.06 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment B or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the “CGIA”), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the County of Arapahoe, State of Colorado.

4.11 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

The following attachments are incorporated herein by this reference.

Attachment A – 2022 Preliminary Cost Estimate

Attachment B – Key Dates for Coordinating Jurisdictions (subject to updates)

END OF PAGE

Arapahoe County

Joan Lopez, Coordinated Election Official
Clerk and Recorder

Date

Kadee Rodriguez, City Clerk
Designated Election Official

Date



ARAPAHOE COUNTY
CLERK & RECORDER

ATTACHMENT A - PRELIMINARY COST ESTIMATE

City of Aurora

NOV. 8, 2022 ELECTION COORDINATING COSTS
(no TABOR issue)

Jurisdiction's Share of Total Election Costs Based On:	
Total Jurisdiction Active Registered Voters	196,949
÷ Sum of Active Registered Voters for all Coordinating Entities	764,764
= Weighted Population Average (WPA)	0.257529

Election Expenses for Coordinated Election	Total Cost
County Staff	
Permanent staff overtime compensation (after 9/09/2022)	\$ 20,000.00
Temporary election staff compensation (after 9/09/2022)	\$ 50,000.00
<i>Total</i>	\$ 70,000.00
Election Judges	
Election Judge training materials	\$ 5,000.00
Election Judge compensation (VSPCs & ballot processing)	\$ 450,000.00
Election Judge communications	\$ 300.00
<i>Total</i>	\$ 455,300.00
Ballot and Envelope Printing (Mail, in-person, test, etc.)	
Mail Ballot Printing	\$ 140,000.00
Ballot envelopes (outgoing, return and labels)	\$ 90,000.00
Voter instructions, secrecy sleeves, inserts	\$ 80,000.00
Ballot shipping fees	\$ 25,000.00
Ballot-on-Demand supplies (card stock, toner, etc)	\$ 8,000.00
<i>Total</i>	\$ 343,000.00
Ballot Printing, Programming & Insertion	
Vendor onsite election support (3rd party vendor only)	\$ -
Ballot layout and programming (3rd party vendor only)	\$ -
Ballot insertion and mailing fees (3rd party vendor only)	\$ 125,000.00
BOD Ballot Programming (3rd party vendor only)	\$ -
<i>Total</i>	\$ 125,000.00
VSPC Location Costs	
VSPC set up expenses	\$ 8,000.00
VSPC location rental expenses	\$ -
Signage	\$ 2,000.00
Office Supplies (pens, forms, etc.)	\$ 2,500.00
Electronic equipment for VSPCs purchased/leased	\$ 60,000.00
Vehicle expenses (rentals, mileage etc)	\$ 20,000.00
Ballot and equipment delivery/collection	\$ 10,000.00
Remote connectivity expenses (Wifi)	\$ 2,000.00
<i>Total</i>	\$ 104,500.00
Security Expenses related to Judges and VSPCs	
Transfer cases and portable ballot boxes	\$ -
Security personnel costs	\$ 2,000.00
CBI background checks for Election Judges/temp staff	\$ 12,000.00

<i>Total</i>	\$ 14,000.00
Election Notices & Translation Costs	
Statutory notice of election	\$ 200.00
TABOR Notice - printing and production	n/a
Spanish Translation (Sample/In-person ballot)	\$ 2,000.00
<i>Total</i>	\$ 2,200.00
Postage	
Mail Ballot Postage	\$ 67,890.00
TABOR Notice Postage	n/a
Mail Ballot Undeliverable/Return Postage Due	\$ 15,000.00
<i>Total</i>	\$ 82,890.00

Total Election Expense	\$	1,196,890.00
x Weighted Population Average (WPA)	\$	<u>0.2575</u>

Total Due to Arapahoe County \$ 308,234.03

2022 General Election - Abridged Calendar

Key Dates for Coordinating Jurisdictions

Resource provided by Arapahoe County Elections. Use this as a reference guide only.
Always refer to the Colorado Constitution, Revised Statutes and Secretary of State rules for applicable provisions.
Find a complete election calendar at:

<https://www.sos.state.co.us/pubs/elections/calendars/2022ElectionCalendar.pdf>

Date	Event	Reference	Accountable
July 2022			
21-Jul	Deadline for County Clerk to provide Election Plan to the Secretary of State (110 days prior)	1-7.5-105(1) Rule 7.1.1	County Clerk
29-Jul	Deadline for Jurisdiction to notify County Clerk of intent to coordinate in the election (100 days prior)	1-1-106(5) 1-7-116(5)	Jurisdiction
August 2022			
30-Aug	Deadline for Jurisdiction to return Address Library Report acknowledgment form with any necessary revisions to County Clerk (70 days prior)	IGA	Jurisdiction
30-Aug	Deadline for County Clerk and coordinating jurisdictions to sign intergovernmental agreement (70 days prior)	1-7-116(2), Rule 4.1.2	Jurisdiction, County Clerk
30-Aug	Deadline for candidates to record their name on a phone voice mail provided by County Clerk for the audio ballot	Rule 4.6.2. IGA	Candidates
September 2022			
9-Sep	Deadline for Jurisdiction to certify ballot content to County Clerk (60days prior)	1-5-203(1) 1-1-106(5)	Jurisdiction
9-Sep	Deadline for Jurisdiction to order initial property owner list from County Assessor (60 days prior)	IGA	Jurisdiction
23-Sep	Last day for Jurisdiction to accept pro/con comments pertaining to local ballot issues for the TABOR Notice (by noon the Friday before 45th day before the election)	1-7-901(4)	Voters, Petition Reps, Jurisdiction
24-Sep	Deadline to send mail ballots to military and overseas electors. (No later than 45 days before the election)	1-1-106(5) 1-8.3-110(1)	County Clerk
26-Sep	Deadline for Jurisdiction to provide initial list to County Clerk of eligible property owners to receive ballots and TABOR notice (43 days prior)	IGA	Jurisdiction
26-Sep	Deadline for Jurisdiction to deliver full text of TABOR issue notices to County Clerk (43 days prior)	1-7-904	Jurisdiction
October 2022			
7-Oct	Deadline for County Clerk to mail TABOR Notice to registered voter households on behalf of all coordinating jurisdictions (30 days prior)	Art. X, Sec. 20(3)(b) 1-1-106(5) Rule 4.3.1	County Clerk
7-Oct	Deadline for Jurisdiction to order supplemental list of property owners from County Assessor (30 days prior)	IGA	Jurisdiction

12-Oct	Deadline for Jurisdiction to withdraw a ballot issue or question from the ballot (25 days prior)	1-5-208(2)	Jurisdiction
12-Oct	Deadline for Jurisdiction to provide supplemental list of eligible property owners to County Clerk (25 days prior)	IGA	Jurisdiction
17-Oct	First day County Clerk can mail ballots to voters, excluding UOCAVA voters (22 days prior) 24-hour ballot drop boxes will be open for ballot return	1-7.5-107(3)(a)(I) Rule 7.2.3	County Clerk
17-Oct	Deadline to register to vote through a Voter Registration Drive and receive a mail ballot (22 days prior or day after holiday)	1-2-201(3)(b)(I)	Voters
18-Oct	Deadline for County Clerk to conduct the public Logic and Accuracy Test (21 days prior)	Rule 11.3.2(a)	County Clerk
19-Oct	Deadline for County Clerk to publish notice of election in newspaper (20 days prior)	1-1-104(34) 1-5-205(1)(a)	County Clerk
24-Oct	First day that County may count ballots. (15 days prior) No results may be disclosed until 7 p.m., Election Day	1-7.5-107.5	County Clerk
24-Oct	First day Voter Service & Polling Centers must be open (Beginning at least 15 days before and continuing through election day, except Sundays and the first Saturday of this period)	1-5-102.9(2) Rule 7.8.1	County Clerk
31-Oct	Deadline for voters to register to vote or make updates and still receive a mail ballot (Through the 8th day prior)	1-2-201(3)(b)(III) 1-2-201(4) 1-2-508(3)(a)(1)	Voters
4-Nov	Deadline to return a completed Certificate of Appointment to County Clerk to appoint watchers observe election activities on Election Day (earlier if want to observe earlier days)	1-7-107	Candidate, Ballot Issue Proponents or Opponents
November 2022			
8-Nov	General Election (Voter Service and Polling Centers and Ballot Drop-Off locations open 7 a.m. - 7 p.m.)	1-1-104(17) 1-4-201 Rule 7.9.1(b)	County Clerk, Voters
16-Nov	Deadline for UOCAVA (military and overseas) ballots to be received by Clerk to be received (8 days after)	1-8.3-111 and 113 Rule 16.1.5	Voters
16-Nov	Deadline for voters to cure signature discrepancy or missing signature, and/or to provide missing ID for mail and provisional ballots (8 days after)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a)	Voters
29-Nov	Deadline for County Clerk to complete risk-limiting audit (21 days after)	Rule 25.2.3(d)	County Clerk
30-Nov	Deadline for County Clerk to canvass and certify the election (22 days after)	1-10-102(1) 1-10-103(1) Rule 10	County Clerk

December 2022			
1-Dec	Last day for Jurisdiction to provide written notice to Clerk to waive an automatic recount of a referred ballot issue or question that failed (23 days after)	1-10.5-103	Jurisdiction
6-Dec	Deadline for interested parties to request a recount of election results at their own expense (28 days after)	1-10.5-106(2)	Any eligible individual
13-Dec	Deadline for County Clerk to complete a statutory recount of any race (35 days after)	1-10.5-102(2) 1-10.5-103	County Clerk
15-Dec	Deadline for County Clerk to complete a requested recount (37 days after)	1-10.5-106(2)	County Clerk
Note on Computation of Time			
NOTE	If the last day for any act to be done or the last day of any period is a Saturday, Sunday, or legal holiday and completion of the act involves a filing or other action during business hours, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.		1-1-106(4)
	If a statute or rule requires doing an act in "not less than" or "no later than" or "at least" a certain number of days or "prior to" a certain number of days or a certain number of months before the date of an election, the period is shortened to and ends on the prior business day that is not a Saturday, Sunday, or legal holiday.		1-1-106(5)

ORDINANCE NO. 2022- 33

A BILL

FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE STATEWIDE GENERAL ELECTION COORDAINTED WITH A SPECIAL MUNICIPAL ELECTION ON NOVEMBER 8, 2022, A PROPOSAL TO AMEND ARTICLE 3-3 OF THE AURORA CHARTER TO CONFORM THE QUALIFICATIONS OF ELECTIVE OFFICERS OF THE CITY WITH THE PROVISIONS OF THE COLORADO CONSTITUTION BY REMOVING THE GENERAL PROHIBITION AGAINST CONVICTED FELONS HOLDING ELECTIVE OFFICE AND REPLACING THAT PROHIBITION WITH THE CURRENT PROHIBITON SET FORTH IN ARTICLE XII, SECTION 4 OF THE COLORADO CONSTITUTION

WHEREAS, Section 3-3 of the Charter of the City of Aurora establishes the qualifications of elective officers of the City; and

WHEREAS, Article XII, Section 4 of the Colorado Constitution provides that no person convicted of embezzlement of public monies, bribery, perjury, solicitation of bribery, or subornation of perjury shall be capable of holding any office of public trust; and

WHEREAS, elected officers of the City hold offices of public trust within the meaning of Article XII, Section 4 of the Colorado Constitution; and

WHEREAS, the City Council is authorized to refer amendments to the Aurora Charter to the voters pursuant to Article XX Section 5 of the Colorado Constitution, Article 1–6 of the Aurora City Charter and Section 54-149 of the City Code; and

WHEREAS, the City Council wishes to refer to the voters at the regular municipal election on November 8, 2022, an amendment to Section 3–3 of the Aurora Charter to conform that Article to the provisions of Article XII, Section 4 of the Colorado Constitution.

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

Section 1. There is hereby submitted to a vote of the registered electors of the City at the statewide general election which shall be coordinated with a special municipal election to be held November 8, 2022, the question of amending the City Charter regarding the requirements of registered electors eligible to hold municipal office.

Section 2. Ballot question referred and ballot title set. The following ballot question is hereby referred to the voters of the City at the November 8, 2022, special municipal election:

“IN ORDER TO CONFORM TO THE REQUIREMENTS OF THE COLORADO CONSTITUTION, SHALL ARTICLE 3-3 OF THE CHARTER OF THE CITY OF AURORA, COLORADO BE AMENDED TO READ AS FOLLOWS:

3-3 QUALIFICATIONS OF ELECTIVE OFFICERS.

EACH COUNCILMEMBER WHEN ELECTED SHALL BE A REGISTERED ELECTOR, SHALL BE A CITIZEN OF THE UNITED STATES OF AMERICA, AND SHALL HAVE RESIDED IN THE CITY OF AURORA FOR AT LEAST ONE YEAR PRIOR TO THE DATE OF THE ELECTION AND SHALL HAVE REACHED THEIR TWENTY-FIRST BIRTHDAY PRIOR TO THE DATE OF THE ELECTION. COUNCILMEMBERS ELECTED FROM WARDS SHALL ALSO BE ONE-YEAR RESIDENTS AND REGISTERED ELECTORS OF THE RESPECTIVE WARDS FROM WHICH THEY WERE ELECTED. A PERSON WHO HAS BEEN CONVICTED OF A ~~FELONY~~ EMBEZZLEMENT OF PUBLIC MONEY, BRIBERY, PERJURY, SOLICITATION OF BRIBERY OR SUBORNATION OF PERJURY SHALL NOT BECOME A CANDIDATE FOR NOR HOLD ELECTIVE OFFICE. NO COUNCILMEMBER SHALL HOLD ANY OTHER ELECTIVE PUBLIC OFFICE NOR BE A SALARIED EMPLOYEE OF THE CITY OF AURORA?

_____ YES

_____ NO”

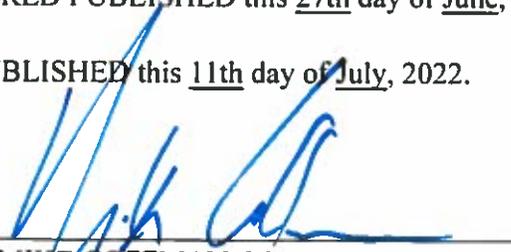
Section 3. The provisions of this Ordinance, the Charter Amendment, and the Question authorized hereby are severable. If any portion of this Ordinance, the Charter Amendment, or the Question are judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provision of such Ordinance, Charter Amendment, or Question.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, **utilizing** the Ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All Orders, Resolutions, or Ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this 27th day of June, 2022.

PASSED AND ORDERED PUBLISHED this 11th day of July, 2022.



MIKE COFFMAN, Mayor



ATTEST:



KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



DAVID LATHERS, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: IGA to Coordinate with Adams County for November 2022 Special Municipal Election
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: 8/15/2022

Regular Meeting: 8/22/2022

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

Staff is requesting a waiver of reconsideration
Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Estimated time: 5 minutes

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

Referred Measure

City Council approved Ordinance 2022-33 to refer a charter amendment to a vote of the registered electors. The referred measure is to amend Article 3-3 of the City Charter to replace "felony" with "embezzlement of public money, bribery, perjury, solicitation of bribery, or subordination of perjury". This is in response to a ruling from the District Court declaring that the City Charter violated Article XII, Section 4 of the Colorado Constitution.

Council has the authority to refer charter amendments to a vote of registered electors, pursuant to Article XX, Section 5 of the Colorado Constitution and Section 54-149 of the City Code.

Intergovernmental Agreement

Intergovernmental Agreements are required by state law for coordinated elections. They outline certain practices and procedures to preserve the integrity of the election process.

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

This Resolution and Intergovernmental Agreement authorizes the City of Aurora to coordinate with Adams County to conduct a special municipal election in conjunction with the November 8, 2022 General Election.

The referred measure approved by Council (Ordinance 2022-33) will be on the ballot for the November 8, 2022 General Election. It will become effective upon certification of the election results if a majority of the registered electors voting vote in favor.

QUESTIONS FOR COUNCIL

Does Council wish to support the Intergovernmental Agreement between the City of Aurora and Adams County for a coordinated election to be held in conjunction with the November 8, 2022 General Election?

LEGAL COMMENTS

City Charter Section 10-12. Cooperative contracts.

The 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. (Article 10-12, City Charter)(Lathers).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the City of Aurora, Colorado (the "City"), and Adams County, Colorado (the "County"), wish to enter into an agreement setting forth the respective responsibilities of the City and the County regarding conducting and administering the November 8, 2022 coordinated general election; and

WHEREAS, the City Council of the City finds and determines that such agreement is in the best interests of the City and its citizens; and

WHEREAS, the City Council is authorized by City Charter Article 10-12, City Code Section 2-31, and Colorado Revised Statutes Section 29-1-203, to enter into intergovernmental agreements through adoption of a Resolution approving the same;

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

Section 1. The Intergovernmental Agreement presented with this Resolution and appended thereto by reference between the City of Aurora, Colorado, and Adams County, Colorado, for conducting and administering the coordinated general election to be held November 8, 2022 is hereby approved.

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

Section 3. All Resolutions or parts of Resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

Section 4. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk and Designated Election Official

APPROVED AS TO FORM:

David Lathers

DAVE LATHERS, Senior Assistant City Attorney

ORDINANCE NO. 2022- 33

A BILL

FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE STATEWIDE GENERAL ELECTION COORDAINTED WITH A SPECIAL MUNICIPAL ELECTION ON NOVEMBER 8, 2022, A PROPOSAL TO AMEND ARTICLE 3-3 OF THE AURORA CHARTER TO CONFORM THE QUALIFICATIONS OF ELECTIVE OFFICERS OF THE CITY WITH THE PROVISIONS OF THE COLORADO CONSTITUTION BY REMOVING THE GENERAL PROHIBITION AGAINST CONVICTED FELONS HOLDING ELECTIVE OFFICE AND REPLACING THAT PROHIBITION WITH THE CURRENT PROHIBITON SET FORTH IN ARTICLE XII, SECTION 4 OF THE COLORADO CONSTITUTION

WHEREAS, Section 3-3 of the Charter of the City of Aurora establishes the qualifications of elective officers of the City; and

WHEREAS, Article XII, Section 4 of the Colorado Constitution provides that no person convicted of embezzlement of public monies, bribery, perjury, solicitation of bribery, or subornation of perjury shall be capable of holding any office of public trust; and

WHEREAS, elected officers of the City hold offices of public trust within the meaning of Article XII, Section 4 of the Colorado Constitution; and

WHEREAS, the City Council is authorized to refer amendments to the Aurora Charter to the voters pursuant to Article XX Section 5 of the Colorado Constitution, Article 1–6 of the Aurora City Charter and Section 54-149 of the City Code; and

WHEREAS, the City Council wishes to refer to the voters at the regular municipal election on November 8, 2022, an amendment to Section 3–3 of the Aurora Charter to conform that Article to the provisions of Article XII, Section 4 of the Colorado Constitution.

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

Section 1. There is hereby submitted to a vote of the registered electors of the City at the statewide general election which shall be coordinated with a special municipal election to be held November 8, 2022, the question of amending the City Charter regarding the requirements of registered electors eligible to hold municipal office.

Section 2. Ballot question referred and ballot title set. The following ballot question is hereby referred to the voters of the City at the November 8, 2022, special municipal election:

“IN ORDER TO CONFORM TO THE REQUIREMENTS OF THE COLORADO CONSTITUTION, SHALL ARTICLE 3-3 OF THE CHARTER OF THE CITY OF AURORA, COLORADO BE AMENDED TO READ AS FOLLOWS:

3-3 QUALIFICATIONS OF ELECTIVE OFFICERS.

EACH COUNCILMEMBER WHEN ELECTED SHALL BE A REGISTERED ELECTOR, SHALL BE A CITIZEN OF THE UNITED STATES OF AMERICA, AND SHALL HAVE RESIDED IN THE CITY OF AURORA FOR AT LEAST ONE YEAR PRIOR TO THE DATE OF THE ELECTION AND SHALL HAVE REACHED THEIR TWENTY-FIRST BIRTHDAY PRIOR TO THE DATE OF THE ELECTION. COUNCILMEMBERS ELECTED FROM WARDS SHALL ALSO BE ONE-YEAR RESIDENTS AND REGISTERED ELECTORS OF THE RESPECTIVE WARDS FROM WHICH THEY WERE ELECTED. A PERSON WHO HAS BEEN CONVICTED OF A ~~FELONY~~ EMBEZZLEMENT OF PUBLIC MONEY, BRIBERY, PERJURY, SOLICITATION OF BRIBERY OR SUBORNATION OF PERJURY SHALL NOT BECOME A CANDIDATE FOR NOR HOLD ELECTIVE OFFICE. NO COUNCILMEMBER SHALL HOLD ANY OTHER ELECTIVE PUBLIC OFFICE NOR BE A SALARIED EMPLOYEE OF THE CITY OF AURORA?

_____ YES

_____ NO”

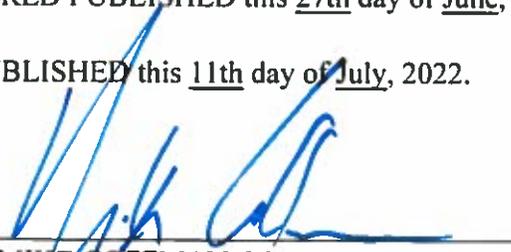
Section 3. The provisions of this Ordinance, the Charter Amendment, and the Question authorized hereby are severable. If any portion of this Ordinance, the Charter Amendment, or the Question are judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provision of such Ordinance, Charter Amendment, or Question.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, **utilizing** the Ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All Orders, Resolutions, or Ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this 27th day of June, 2022.

PASSED AND ORDERED PUBLISHED this 11th day of July, 2022.



MIKE COFFMAN, Mayor



ATTEST:



KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



DAVID LATHERS, Senior Assistant City Attorney

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the City of Aurora, Colorado (the "City"), and Douglas County, Colorado (the "County"), wish to enter into an agreement setting forth the respective responsibilities of the City and the County regarding conducting and administering the November 8, 2022 coordinated general election; and

WHEREAS, the City Council of the City finds and determines that such agreement is in the best interests of the City and its citizens; and

WHEREAS, the City Council is authorized by City Charter Article 10-12, City Code Section 2-31, and Colorado Revised Statutes Section 29-1-203, to enter into intergovernmental agreements through adoption of a Resolution approving the same;

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

Section 1. The Intergovernmental Agreement presented with this Resolution and appended thereto by reference between the City of Aurora, Colorado, and Douglas County, Colorado, for conducting and administering the coordinated general election to be held November 8, 2022 is hereby approved.

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

Section 3. All Resolutions or parts of Resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

Section 4. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk and Designated Election Official

APPROVED AS TO FORM:

David Lathers

DAVE LATHERS, Senior Assistant City Attorney

ORDINANCE NO. 2022- 33

A BILL

FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE STATEWIDE GENERAL ELECTION COORDAINTED WITH A SPECIAL MUNICIPAL ELECTION ON NOVEMBER 8, 2022, A PROPOSAL TO AMEND ARTICLE 3-3 OF THE AURORA CHARTER TO CONFORM THE QUALIFICATIONS OF ELECTIVE OFFICERS OF THE CITY WITH THE PROVISIONS OF THE COLORADO CONSTITUTION BY REMOVING THE GENERAL PROHIBITION AGAINST CONVICTED FELONS HOLDING ELECTIVE OFFICE AND REPLACING THAT PROHIBITION WITH THE CURRENT PROHIBITON SET FORTH IN ARTICLE XII, SECTION 4 OF THE COLORADO CONSTITUTION

WHEREAS, Section 3-3 of the Charter of the City of Aurora establishes the qualifications of elective officers of the City; and

WHEREAS, Article XII, Section 4 of the Colorado Constitution provides that no person convicted of embezzlement of public monies, bribery, perjury, solicitation of bribery, or subornation of perjury shall be capable of holding any office of public trust; and

WHEREAS, elected officers of the City hold offices of public trust within the meaning of Article XII, Section 4 of the Colorado Constitution; and

WHEREAS, the City Council is authorized to refer amendments to the Aurora Charter to the voters pursuant to Article XX Section 5 of the Colorado Constitution, Article 1–6 of the Aurora City Charter and Section 54-149 of the City Code; and

WHEREAS, the City Council wishes to refer to the voters at the regular municipal election on November 8, 2022, an amendment to Section 3–3 of the Aurora Charter to conform that Article to the provisions of Article XII, Section 4 of the Colorado Constitution.

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

Section 1. There is hereby submitted to a vote of the registered electors of the City at the statewide general election which shall be coordinated with a special municipal election to be held November 8, 2022, the question of amending the City Charter regarding the requirements of registered electors eligible to hold municipal office.

Section 2. Ballot question referred and ballot title set. The following ballot question is hereby referred to the voters of the City at the November 8, 2022, special municipal election:

“IN ORDER TO CONFORM TO THE REQUIREMENTS OF THE COLORADO CONSTITUTION, SHALL ARTICLE 3-3 OF THE CHARTER OF THE CITY OF AURORA, COLORADO BE AMENDED TO READ AS FOLLOWS:

3-3 QUALIFICATIONS OF ELECTIVE OFFICERS.

EACH COUNCILMEMBER WHEN ELECTED SHALL BE A REGISTERED ELECTOR, SHALL BE A CITIZEN OF THE UNITED STATES OF AMERICA, AND SHALL HAVE RESIDED IN THE CITY OF AURORA FOR AT LEAST ONE YEAR PRIOR TO THE DATE OF THE ELECTION AND SHALL HAVE REACHED THEIR TWENTY-FIRST BIRTHDAY PRIOR TO THE DATE OF THE ELECTION. COUNCILMEMBERS ELECTED FROM WARDS SHALL ALSO BE ONE-YEAR RESIDENTS AND REGISTERED ELECTORS OF THE RESPECTIVE WARDS FROM WHICH THEY WERE ELECTED. A PERSON WHO HAS BEEN CONVICTED OF A ~~FELONY~~ EMBEZZLEMENT OF PUBLIC MONEY, BRIBERY, PERJURY, SOLICITATION OF BRIBERY OR SUBORNATION OF PERJURY SHALL NOT BECOME A CANDIDATE FOR NOR HOLD ELECTIVE OFFICE. NO COUNCILMEMBER SHALL HOLD ANY OTHER ELECTIVE PUBLIC OFFICE NOR BE A SALARIED EMPLOYEE OF THE CITY OF AURORA?

_____ YES

_____ NO”

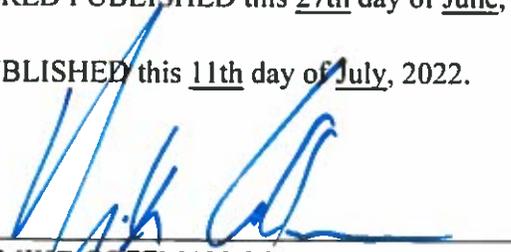
Section 3. The provisions of this Ordinance, the Charter Amendment, and the Question authorized hereby are severable. If any portion of this Ordinance, the Charter Amendment, or the Question are judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provision of such Ordinance, Charter Amendment, or Question.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, **utilizing** the Ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All Orders, Resolutions, or Ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this 27th day of June, 2022.

PASSED AND ORDERED PUBLISHED this 11th day of July, 2022.



MIKE COFFMAN, Mayor



ATTEST:



KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



DAVID LATHERS, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: IGA to Coordinate with Douglas County for November 2022 Special Municipal Election
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: 8/15/2022

Regular Meeting: 8/22/2022

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

Staff is requesting a waiver of reconsideration
Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Estimated time: 5 minutes

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

Referred Measure

City Council approved Ordinance 2022-33 to refer a charter amendment to a vote of the registered electors. The referred measure is to amend Article 3-3 of the City Charter to replace "felony" with "embezzlement of public money, bribery, perjury, solicitation of bribery, or subordination of perjury". This is in response to a ruling from the District Court declaring that the City Charter violated Article XII, Section 4 of the Colorado Constitution.

Council has the authority to refer charter amendments to a vote of registered electors, pursuant to Article XX, Section 5 of the Colorado Constitution and Section 54-149 of the City Code.

Intergovernmental Agreement

Intergovernmental Agreements are required by state law for coordinated elections. They outline certain practices and procedures to preserve the integrity of the election process.

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

This Resolution and Intergovernmental Agreement authorizes the City of Aurora to coordinate with Douglass County to conduct a special municipal election in conjunction with the November 8, 2022 General Election.

The referred measure approved by Council (Ordinance 2022-33) will be on the ballot for the November 8, 2022 General Election. It will become effective upon certification of the election results if a majority of the registered electors voting vote in favor.

QUESTIONS FOR COUNCIL

Does Council wish to support the Intergovernmental Agreement between the City of Aurora and Douglas County for a coordinated election to be held in conjunction with the November 8, 2022 General Election?

LEGAL COMMENTS

City Charter Section 10-12. Cooperative contracts.

The 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. (Article 10-12, City Charter)(Lathers).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: Resolution to Initiate a Public Education Campaign Regarding Panhandling (CONTINUATION PAGE)
Item Initiator: Council Member Sundberg, Council Member Lawson
Staff Source: Kim Stuart, Director of Communications and Marketing
Legal Source: George Koumantakis, Client Group Manager
Outside Speaker: N/A
Date of Change: 8/22/2022

COUNCIL MEETING DATES:

Study Session: 8/15/2022

Regular Meeting: 8/22/2022

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

During the Aug. 15 Study Session discussion about the resolution to initiate a public education campaign regarding panhandling, City Council Members requested the following information:

A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO INITIATE A PUBLIC EDUCATION CAMPAIGN TO **STOP REDUCE** PANHANDLING BY ENCOURAGING DONATIONS TO LOCAL CHARITIES INSTEAD OF DONATING MONEY TO PEOPLE ON THE STREET.

- Fiscal Note for the Give Real Change Educational Campaign
- Estimated Total Cost: \$29,440 (\$25,600 Signs + \$3,840 15% R&M)
- Street signs locations
- Impact from solicitation and donation education campaign in Houston and other cities
- Citation data related to solicitation on or near streets or highways (94-117)
- Citation data related to aggressive begging (94-116)
- Traffic citations related to pedestrian accidents tied to panhandling
- Cases of panhandlers victimized into human trafficking/labor trafficking

The backup document for this agenda item includes the requested information that has been provided by staff in Housing and Community Resources, Aurora Police Department and Communications departments.

RESOLUTION NO. R2022- ____

A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO INITIATE A PUBLIC EDUCATION CAMPAIGN TO REDUCE PANHANDLING BY ENCOURAGING DONATIONS TO LOCAL CHARITIES INSTEAD OF DONATING MONEY TO PEOPLE ON THE STREET.

WHEREAS, the City of Aurora, Colorado, (City), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution, and as such the City has the authority to regulate matters of local concern including public peace, health, and safety, for local municipal purposes per the City's Charter and the City's Ordinances; and

WHEREAS, the City Council (Council) of the City directs the City Manager and his staff to develop a panhandling public education campaign (Campaign); and

WHEREAS, the Council of the City desires the Campaign to be designed to raise awareness of the negative effects of panhandling in the City and to educate the community about alternatives to giving money directly to panhandlers; and

WHEREAS, the Council believes, that this Campaign will help the public peace, health, and safety of the City's inhabitants by encouraging donations to local charities instead of donating money to people on the streets of the City; and

WHEREAS, the Council believes that reducing donations on the streets will help with traffic congestion; and

WHEREAS, the Council also believes that reducing those donations will help protect individuals on the street and in vehicles from being involved in traffic accidents; and

WHEREAS, the Council directs the City Manager and his staff to create signage (both permanent and electronic) to be placed at several locations in the City discouraging donations to panhandlers; and

WHEREAS, the Council directs the City Manager and his staff to create messages for the Campaign that will be distributed across multiple media platforms; and

WHEREAS, the Council desires that the marketing campaign be aimed at donating to local charities and to increase volunteerism and community involvement; and

WHEREAS, the City Council directs the City Manager and the departments he oversees to support this Campaign through all their efforts:

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 and the departments he oversees to support this campaign through all their efforts.

Section 2. The City Council also directs the City Manager and his staff to create messages for the Campaign that will be distributed across multiple media platforms.

Section 3. The City Council also directs the City Manager and his staff to create signage (both permanent and electronic) to be placed at several locations in the City discouraging donations to panhandlers at street corners.

Section 4. This Resolution shall take effect immediately without reconsideration.
RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

George Koumantakis

GEORGE KOUMANTAKIS, Manager of Client Services

Monday, Aug. 15, 2022, City Council Study Session
Item 5A: Resolution to Initiate a Public Education Campaign Regarding Panhandling

In response to requests from City Council Members during discussion of the resolution, the following information is provided by staff in Housing and Community Resources, Aurora Police Department and Communications departments.

Fiscal Note for the Give Real Change Educational Campaign

Estimated Total Cost: \$29,440 (\$25,600 Signs + \$3,840 15% R&M)

- No-to-minimal cost for
 - Aurora TV
 - Social media platforms
 - Posters
 - Newsletters
 - News releases
 - City website announcement and updates

Street signs at the following 16 priority intersections
(Approximately 64 signs x \$400)

- Hampden/Tower
- Iliff/Buckley
- Iliff/Chambers
- Iliff/Blackhawk
- Quincy//Buckley
- Mississippi/Havana
- Florida/Havana
- Parker/Peoria
- I225/Iliff southbound off ramp
- I225/Mississippi on and off ramps
- I225/Alameda/Abilene
- I225/Colfax center medians
- Hampden/Chambers
- Smoky Hill/Aurora Parkway
- Colfax/Potomac
- Colfax/Havana



Signs on CDOT right of way will require approval

Solicitation and Donation Education Campaign in Houston and Other Cities

Housing and Community Resources staff reached out to counterparts in other cities and received the following information. Salt Lake City turned old parking meters into change collectors and had an educational effort. Change collectors, signs and a website yielded about \$5,000 per year. Funds were directed to a foundation that decided which agency/agencies received funds. Staff indicated it served a purpose, provided awareness and more money was directed to those that provide services.

Citation data related to solicitation on or near streets or highways (94-117)

3 summons year-to-date

Citation data related to aggressive begging (94-116)

No summons for aggressive begging issued year-to-date. APD reports that officers often contact individuals to address this issue, but most are given a verbal warning and no citation is issued.

Traffic citations related to pedestrian accidents tied to panhandling

No specific data exists in this form. Each report would need to be reviewed to see if panhandling was cited as a factor of the accident.

Cases of panhandlers victimized into human trafficking/labor trafficking

Information would be reported by panhandlers themselves and no specific cases are known at this time. There is some anecdotal information about individuals controlling areas where soliciting for money occurs.

*APD staff did a keyword search for "panhandling" and found 163 calls where the term was mentioned. Each case would need to be reviewed to obtain more details and determine nexus to panhandling.



CITY OF AURORA

Council Agenda Commentary

Item Title: RESOLUTION TO INITIATE PUBLIC EDUCATION CAMPAIGN REGARDING PANHANDLING
Item Initiator: Council Members Sundberg and Lawson
Staff Source/Legal Source: Kim Stuart, Director of Communications and Marketing / George Koumantakis, Client Group Manager
Outside Speaker: N/A
Council Goal: 2012: 4.5--Maintain high-quality, livable neighborhoods

COUNCIL MEETING DATES:

Study Session: 8/15/2022

Regular Meeting: 9/12/2022

ITEM DETAILS:

Council Member Sundberg and Council Member Lawson

Kim Stuart, Director of Communications and Marketing / George Koumantakis, Client Group Manager

Estimated Time: 20 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

N/A

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

A Resolution from the City Council of the City of Aurora, Colorado, expressing the Aurora City Council's desire to initiate a public education campaign to stop panhandling by encouraging donations to local charities instead of donating money to people on the street.

The campaign will be designed to raise awareness of the negative effects of panhandling in the city and to educate the community about alternatives to giving money directly to panhandlers. It will instead encourage donations to be made directly to Spirit of Aurora and other local charities where they can be used to support those in need; encourage volunteerism and community involvement; and, reduce traffic congestion and improve pedestrian safety in areas of solicitation.

QUESTIONS FOR COUNCIL

Does Council support moving this item forward to the Regular Meeting?

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 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. City Code Section 2-32. (Koumantakis)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: There will be a cost for signage, the total has yet to be determined.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Donation and Panhandling Education
Item Initiator: Kim Stuart
Staff Source/Legal Source: Kim Stuart
Outside Speaker: n/a
Council Goal: 2012: 4.5--Maintain high-quality, livable neighborhoods

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

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

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 8/15/2022

Regular Meeting: N/A

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

Council Members Sundberg and Lawson are requesting this item be added to the Aug. 15 Study Session.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Kim Stuart

Agenda Item Initiator Name

Roberto Venegas

Late Submission Approver Name (Deputy City Manager)

Kim Stuart

Aug. 8, 2022

Agenda Item Initiator Signature

Date

Roberto Venegas

8/9/22

Late Submission Approver Signature

Date

RESOLUTION NO. R2022- ____

A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO INITIATE A PUBLIC EDUCATION CAMPAIGN TO STOP PANHANDLING BY ENCOURAGING DONATIONS TO LOCAL CHARITIES INSTEAD OF DONATING MONEY TO PEOPLE ON THE STREET.

WHEREAS, the City of Aurora, Colorado, (City), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution, and as such the City has the authority to regulate matters of local concern including public peace, health, and safety, for local municipal purposes per the City's Charter and the City's Ordinances; and

WHEREAS, the City Council (Council) of the City directs the City Manager and his staff to develop a panhandling public education campaign (Campaign); and

WHEREAS, the Council of the City desires the Campaign to be designed to raise awareness of the negative effects of panhandling in the City and to educate the community about alternatives to giving money directly to panhandlers; and

WHEREAS, the Council believes, that this Campaign will help the public peace, health, and safety of the City's inhabitants by encouraging donations to local charities instead of donating money to people on the streets of the City; and

WHEREAS, the Council believes that reducing donations on the streets will help with traffic congestion; and

WHEREAS, the Council also believes that reducing those donations will help protect individuals on the street and in vehicles from being involved in traffic accidents; and

WHEREAS, the Council directs the City Manager and his staff to create signage (both permanent and electronic) to be placed at several locations in the City discouraging donations to panhandlers; and

WHEREAS, the Council directs the City Manager and his staff to create messages for the Campaign that will be distributed across multiple media platforms; and

WHEREAS, the Council desires that the marketing campaign be aimed at donating to local charities and to increase volunteerism and community involvement; and

WHEREAS, the City Council directs the City Manager and the departments he oversees to support this Campaign through all their efforts:

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 and the departments he oversees to support this campaign through all their efforts.

Section 2. The City Council also directs the City Manager and his staff to create messages for the Campaign that will be distributed across multiple media platforms.

Section 3. The City Council also directs the City Manager and his staff to create signage (both permanent and electronic) to be placed at several locations in the City discouraging donations to panhandlers at street corners.

Section 4. This Resolution shall take effect immediately without reconsideration.
RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

George Koumantakis

GEORGE KOUMANTAKIS, Manager of Client Services



CITY OF AURORA

Council Agenda Commentary

Item Title: Retail Theft Ordinance
Item Initiator: Council Member Danielle Jurinsky
Staff Source/Legal Source: Chief Carlson/Peter Schulte, Public Safety Client Group Manager, Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/22/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS OF THE CITY CODE PERTAINING TO MANDATORY MINIMUM SENTENCES FOR "RETAIL THEFT" IN THE AURORA MUNICIPAL CODE TO COMBAT THE INCREASE IN ORGANIZED RETAIL THEFT AND RELATED OFFENSES

Sponsor: Councilmember Danielle Jurinsky

Chief Carlson, Police / Pete Schulte, Public Safety Client Group Manager

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration | |

Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

None

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

This Ordinance addresses the rise in organized retail theft and other offenses by adding a minimum mandatory jail sentence for those Theft offenses involving "retail theft" over \$300.00. This Ordinance also provides a definition for "retail theft" in the Code.

QUESTIONS FOR COUNCIL

Does Council wish to approve the presented amendment to the Aurora City Code to address the rise in organized retail theft and other offenses in the City of Aurora by creating a mandatory minimum jail sentence for those Theft offenses involving "retail theft" over \$300.00?

LEGAL COMMENTS

The City Council, as governing body of the city, shall have the power to make ordinances as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. Aurora City Code §2-32. (Schulte)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: The plan could include additional funding requirements that would come from the City's budget.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

ORDINANCE NO. 2022- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS OF THE CITY CODE PERTAINING TO MANDATORY MINIMUM SENTENCES FOR “RETAIL THEFT” IN THE AURORA MUNICIPAL CODE TO COMBAT THE INCREASE IN ORGANIZED RETAIL THEFT AND RELATED OFFENSES

WHEREAS, there has been a vast increase in organized crime enterprises committing retail theft offenses in the City of Aurora and surrounding cities; and

WHEREAS, one of the targeted areas of these criminals is the Havana Business District in the City of Aurora; and

WHEREAS, this type of retail theft enterprises effects small and large businesses in Aurora with a bigger impact on the smaller retail stores owned by individual citizens; and

WHEREAS, a sentence to a term in jail for committing offenses is a deterrent for committing crime; and

WHEREAS, Council intends to make it known that the City of Aurora is not the city for offenders to commit retail theft:

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

Section 1. The City Code of the City of Aurora, Colorado, Sec. 1-13 is hereby amended by amending section (j) which reads as follows:

Sec. 1-13 – General penalty.

(j) As part of the fine or penalty as defined in subsection (a) herein, every person who pleads guilty or no contest to or is convicted of the municipal code offenses in this section shall be sentenced by the municipal court in accordance therewith.

(1) Sec. 94-75. Motor Vehicle Theft.

(a) Mandatory Minimum Sentence. A mandatory minimum jail sentence of 60 days shall be imposed. The Court shall not set aside or suspend this minimum sentence with the first 3 days to be served at the Aurora Detention Facility and the remaining days to served at the applicable county jail in the county where the offense occurred.

(b) Repeat offender. If evidence is presented that the defendant has previously been convicted for motor vehicle theft or a similar offense under the Aurora City Code, Colorado state law, or the laws of another state, a mandatory minimum jail sentence of 120 days shall be imposed. The Court shall not set aside or suspend this minimum sentence with the first 3 days to be served at the Aurora Detention Facility and the remaining days to be served at the applicable county jail in the county where the offense occurred.

(2) Sec. 50-33. Failure to appear. A mandatory minimum jail sentence of 10 days shall be imposed. The Court shall not set aside or suspend this minimum sentence with the first 3 days to be served at the Aurora Detention Facility and the remaining days to be served at the applicable county jail in the county where the offense occurred.

(c) Sec. 94-74. Theft.

(a) **For those Theft offenses involving “Retail Theft” with the amount of value taken being over \$300.00, a mandatory minimum jail sentence of 3 days shall be imposed in addition to any other sentence imposed by the Court. The Court shall not set aside or suspend this minimum sentence with the 3 days to be served at the Aurora Detention Facility.**

(1) **For purposes of this section, “Retail Theft” is defined as “ ‘Theft’ under Sec. 94-74 of any goods or merchandise offered for sale by a business licensed under Sec. 86-87.”**

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. The City Council will evaluate the effectiveness of Section 1 of this ordinance and formally act to extend it on _____, 2024, or the provisions of Section 1 of this Ordinance shall expire.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



PETER A. SCHULTE, Public Safety Group Client Manager



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Retail Theft Ordinance

Item Initiator: Council Member Jurinsky

Staff Source/Legal Source- Peter Schulte, Public Safety Client Group Manager, Attorney

Outside Speaker: N/A

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

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

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

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session

Regular Meeting: 8/22/2022

EXPLANATION: ***(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)***

Council Member Jurinsky would like this item to be presented at the August 22nd. Regular Council Meeting.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Pete Schulte

Agenda Item Initiator Name



8/11/22

Agenda Item Initiator Signature

Date

Daniel Brotzman

Late Submission Approver Name



8/11/22

Late Submission Approver Signature

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Keeping of Domesticated Ducks in Residential Areas (Ordinance)
Item Initiator: Jessica Prosser, Director of Housing and Community Services
Staff Source/Legal Source: Augusta Allen, Field Supervisor of Animal Services / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.3--Be responsive to citizen's concerns and questions to create a shared sense of community

COUNCIL MEETING DATES:

Study Session: 8/15/2022

Regular Meeting: 8/22/2022

ITEM DETAILS:

Augusta Allen, Field Supervisor of Animal Services / Angela Garcia, Senior Assistant City Attorney

Estimated time: 10 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 8/4/2022

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

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

During the June 2022 HoRNS policy committee meeting, this item was presented to the HoRNS policy committee along with information related to the keeping of potbellied pigs in residential areas. The committee decided against moving forward with the keeping of potbellied pigs in residential areas; but, approved moving forward with an ordinance to allow for the keeping of domesticated ducks in residential areas.

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

Amendments to the keeping of chickens ordinance to also allow for the keeping of domesticated ducks in residential areas. Revisions include the number of chickens and ducks that can be kept, size of the bird coop and outdoor enclosure area and a provision for ducks to have access to water.

QUESTIONS FOR COUNCIL

Does Council approve of moving the ordinance amendments for the keeping of domesticated ducks in residential areas forward to a regular City Council meeting?

LEGAL COMMENTS

Council has the power to make and publish ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the State Constitution, State Statute, or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code, Sec. 2-32 and C.R.S. Sec. 31-15-103). City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance. (City Charter, Art. 5-1) (Garcia).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

ORDINANCE NO. 2022-_____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 14-134 AND 14-135 OF THE CITY CODE PERTAINING TO THE KEEPING OF DUCKS IN RESIDENTIAL AREAS

WHEREAS, the City desires to amend the City Code relating to keeping of chickens to also allow for the keeping of domesticated ducks in residential areas; and

WHEREAS, domesticated ducks are highly sociable animals and in the best interests of their health and well-being, the City requires keeping a minimum of two ducks; and

WHEREAS, the City desires to amend the City Code relating to obtaining a permit to allow for the keeping of domesticated ducks in residential areas.

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

Section 1. That section 14-134 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 14-134. – Keeping of chickens **and domesticated ducks.**

(a) ~~Except~~ **In** those zoning districts where the keeping of livestock is **not otherwise** allowed, the keeping of chickens **and/or ducks** is ~~prohibited~~ **permitted, subject to the following requirements and**; ~~provided, however, up to and including six chicken hens, but no roosters, or may be kept per lot of single family residential property, and up to and including eight chicken hens, but no roosters, for all single family residential properties upon lots of 20,000 or more square feet in size, subject to the following requirements and~~ all other applicable provisions of this Code.:

(1) The chicken **or duck** owner must obtain and maintain a permit from the director of **neighborhood housing and community services department** or such director's designee, and payment of a one-time permit fee established by the director of **neighborhood housing and community services department** in accordance with section 2-587;

(2) **The keeping of roosters is prohibited; only chicken hens or ducks are permitted.**

(3) **Chicken hens and/or ducks may be kept in the following numbers:**

- a. **On single-family residential properties upon lots less than 20,000 square feet in size, up to six (6) chickens; or a minimum of two (2) ducks but no more than two (2) ducks with no more than four (4) chickens; and**

- b. **On all single-family residential properties upon lots of 20,000 or more square feet in size, up to eight (8) chickens; or a minimum of two (2) ducks with no more than six (6) chickens; or three (3) ducks with no more than five (5) chickens; or a maximum of four (4) ducks with no more than (4) chickens.**
- c. **No single-family residential property duck owner shall have less than two (2) ducks.**

~~(2)~~**(4)** The chicken hens **and ducks** must be provided with a covered, **appropriate** predator-resistant ~~chicken house~~ **bird coop** that is:

- a. Located in the rear yard that is fenced by an opaque fence that conforms to the fence requirements in chapter 146;
- b. At least two square feet per chicken hen **and per duck** in size;
- c. Not in excess of 120 square feet in floor space;
- d. Properly ventilated, and designed to be easily accessed, cleaned, and maintained; and
- e. Located adjacent to an enclosed area not less than ~~six~~ **sixteen** square feet in size to allow chicken hens **and ducks** outdoors, with adequate fencing to protect them from predators.

~~(3)~~**(5)** During daylight hours, the chicken hens **and ducks** must have access to the ~~chicken house~~ **bird coop** and the outdoor enclosure;

~~(4)~~**(6)** The chicken hens **and ducks** must be secured in the ~~chicken house~~ **bird coop** from dusk to dawn;

~~(5)~~**(7)** The chicken hens **and ducks** must be sheltered or confined in such fashion as to prevent them from coming into contact with wild ducks or geese or their excrement, and to prevent them from running at large;

~~(6)~~**(8)** ~~Chicken houses~~ **Bird coops** and enclosures shall be kept in a neat and sanitary condition at all times, and shall be cleaned on a regular basis so as to prevent offensive odors or excessive buildup of chicken waste **or duck waste**;

~~(7)~~**(9)** Neither the ~~chicken house~~ **bird coop** nor the outdoor enclosure may be located less than 15 feet from any property line of any abutting properties not owned by the chicken **or duck** owner unless the owner of the chicken hens **or ducks** obtains the written consent of the owner(s) of all abutting properties to which the enclosure is proposed to be more closely located; in which event, the agreed-upon location shall then be deemed acceptable notwithstanding any subsequent change in ownership of such abutting property or properties;

~~(8)~~**(10)** If the chicken **or duck** owner is not the owner of the property where the chicken hens **or ducks** will be kept, written consent must be obtained from the owner or owners of such property as a condition of issuing a permit-;

~~(9)~~**(11)** No chicken hen **or duck** shall be killed in the city by or at the direction of the owner thereof except pursuant to the lawful order of a state or county health official, for the purpose of euthanasia when surrendered to a licensed veterinarian, or as otherwise permitted by law-;

(12) During the months of April through October, ducks shall have access to a suitable single container with a minimum of 30 gallons of fresh potable water to allow ducks to carry out their natural water-related behaviors.

(b) Any failure to maintain premises in compliance with the requirements of this section, or the conditions of the permit, shall be grounds for revocation of the permit.

(c) Any person who enters a plea of guilty, no contest, or is convicted of violating this section is subject to the penalty provisions of section 1-13 and may have their permit revoked.

(d) The director of the housing and community services department, or such director's designee, is authorized to confiscate, quarantine, or euthanize any chickens **or ducks** for the purpose of controlling the outbreak of contagious or infectious disease within the city. Nothing herein shall affect the authority of the state of Colorado from enforcing the provision of the Colorado Livestock Health Act, C.R.S. § 35-50-101, et seq., to control the outbreak of contagious or infectious disease among livestock in the city by quarantine or slaughter.

(e) Nothing herein shall be construed to permit the keeping of chickens **or ducks** upon any property when such activity is otherwise prohibited by covenants, conditions, and restrictions imposed by a homeowners' association with respect to such property.

(f) It shall be unlawful for a person to keep or allow to be kept a rooster or roosters on any lot of single-family residential property anywhere in the city. Any person who enters a plea of guilty or no contest or is convicted of violating this subsection shall be subject to the penalty provisions as provided in section 1-13.

Section 2. That section 14-135 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 14-135. – Application for a chicken **or domesticated duck** permit.

(a) Application for a chicken **or duck** permit shall be made to the director of ~~neighborhood~~ **housing and community services department** or such director's designee. Such application shall include the following information:

- (1) The applicant's name, address, and contact information;
- (2) A plan detailing the design and location of the ~~chicken house~~ **bird coop** and outdoor enclosure where chickens **or ducks** will be kept;
- (3) The written consent of any abutting property owners where required by section 14-134, as it pertains to the placement of ~~chicken houses~~ **bird coops**;

(4) Any other information reasonably required by the director of ~~neighborhood housing and community~~ services **department** or such director's designee.

(b) The chicken **or duck** permit shall terminate when the operation of chicken **or duck** keeping has discontinued for 12 months or more.

Section 3. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Angela L. Garcia PS

ANGELA L. GARCIA, Senior Assistant City Attorney

Ordinance Amendments – Code Sections 14-134 and 14-135 - Keeping of Domesticated Ducks



Augusta Allen, Field Supervisor
Animal Services, Housing and Community Services

Ducks

- Amending the City Code relating to keeping of chickens to also allow for the keeping of domesticated ducks in residential areas.
- Domesticated ducks are highly sociable animals and in the best interests of their health and well-being, the City would require keeping a minimum of two ducks.
- This would still limit the total number of birds allowed per permit to the current maximums.



Changes Needed to Allow Ducks

- Since the City of Aurora already allows chickens, ducks would become part of the current chicken permitting process, following the same regulations.
- On single-family residential properties upon lots less than 20,000 square feet in size, up to six (6) chickens; or a minimum of two (2) ducks but no more than two (2) ducks with no more than four (4) chickens
- On all single-family residential properties upon lots of 20,000 or more square feet in size, up to eight (8) chickens; or a minimum of two (2) ducks with no more than six (6) chickens; or three (3) ducks with no more than five (5) chickens; or a maximum of four (4) ducks with no more than (4) chickens.



Any Questions?



Letter to Aurora City Council Regarding ORDINANCE NO. 2022-___

8-14-2022

From: David Roush

11649 E Montana PL. ward IV

I am writing to express my support to amend city code 14-134 AND 14-135, the keeping of domesticated ducks in residential areas. I want to share my experience for your consideration.

I think the meat and potatoes of the debate is will ducks cause a public nuisance. Yes, they can if not properly cared for. So can dogs and cats. Let's all agree it is the responsibility owner to properly care for their animals, and not the animals in general.

Why Ducks? Because they are adorable. Duck manure is excellent fertilizer that does not require composting, it can go straight into the garden, and it will not burn your lawn. Duck eggs are a delicacy that is hard to find in local groceries. Back yard ducks are a great addition to gardens and landscaping.

I like the amendment as written. It covers the basics for health and welfare of the ducks.

Thank you everyone for your service. I do appreciate it.

-David Roush



CITY OF AURORA

Council Agenda Commentary

Item Title: Green Valley Ranch East Metropolitan District Nos. 6-14 (Public Hearing Ordinance)
Item Initiator: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney II
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/18/2022

Regular Meeting: 8/8/2022

ITEM DETAILS:

PUBLIC HEARING FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICTS

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

Estimated time: 10 min

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/28/2022

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

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

In 2004, the City adopted a model service plan for Title 32 Metropolitan District with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years (for residential districts),
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

This item was presented to the Management and Finance Committee on June 28, 2022 and received a recommendation to move forward to Study Session.

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

A consolidated second amended and restated service plan for the Green Valley Ranch East Metropolitan District Nos. 6-14 and has been submitted in anticipation of the fall district election cycle. The addition of language into the service plan allowing for inclusion of the property into ARTA is non-compliant with the City's model service plan. This language is consistent with the previously approved service plan for Green Valley Ranch East Nos. 6-8. The proposed district is located generally Southeast of E. 56th Avenue and Picadilly Road.

The district will serve both residential and commercial development. The service area (combined initial and inclusion areas) is approximately 877 acres in size. The population of the District is estimated to be approximately 8,500 residents. (See attached transmittal letter and service plan)

QUESTIONS FOR COUNCIL

Does Council wish to forward this item to the August 8, 2022 Regular City Council Agenda for formal action?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council. (Nulla)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Approval of this district will allow the cost of providing infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by metropolitan district property taxes.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.



ICENOGL SEAVR POGUE

June 6, 2022

City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012
Attn: Cesarina Dancy, Senior Development Project Manager
Email: cdancy@auroragov.org

Re: Transmittal Letter Concerning Proposed Consolidated Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6 – 8 and Corresponding Formation of Green Valley Ranch East Metropolitan District Nos. 9 - 14

Dear Ms. Dancy:

Enclosed please find a “clean” electronic copy of the proposed Consolidated Second Amended and Restated Service Plan for the existing Green Valley Ranch East Metropolitan District Nos. 6 – 8 and for the formation of the proposed Green Valley Ranch East Metropolitan District Nos. 9 – 14 (collectively, the “Districts”) within the City of Aurora (the “City”) in both PDF and Word format. The Petitioner is separately sending a check in the amount of \$4,830 in payment of the application fee associated with this submittal. Below is the information required by the City’s November 2022 Cycle Title 32 Metropolitan District Submittal Instructions for Filing of Proposed Service Plan regarding the Districts.

a. Metro district name: Green Valley Ranch East Metropolitan District Nos. 6 – 14

b. Contact information:

a. Districts’ Counsel: Jennifer Ivey
Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 360
Denver, CO 80237
Telephone: 303-867-3003
Email: JIvey@ISP-Law.com

b. Petitioner: Clayton Properties Group II, Inc.
4908 Tower Road
Denver, CO 80249
Telephone: 303-486-8517
Attn: Brandon Wyszynski
Email: BWyszynski@OakwoodHomesCo.com

- c. Owner of land:** *Proposed Green Valley Ranch East Metropolitan District No. 9: Clayton Properties Group II, Inc.*

Proposed Green Valley Ranch East Metropolitan District Nos. 10-14:

Green Valley Aurora LLC
c/o George McElroy & Associates Inc.
1080 W. Charleston Blvd., Suite 170
Las Vegas, NV 891351210

- c. Form of service plan:**

The Service Plan is based on the previously approved Service Plan for the Green Valley Ranch East Metropolitan District Nos. 6-8 which included the then “standard” deviations from the City’s Model Service Plan to allow for inclusion of the property into the Aerotropolis Regional Transportation Authority (ARTA) and was based on the Multiple District Single Service Plan.

- d. Type of Development:** Residential and Commercial

- e. Status of Aurora development review process on development plans (FDP, etc.), if applicable:**

The “GVRE Development” consists of an approximately 588-acre residential development (existing Green Valley Ranch East Metropolitan District Nos. 6-8 and proposed Green Valley Ranch East Metropolitan District No. 9), as well as an approximately 289-acre residential and mixed-use development north of the 588-acre development (proposed Green Valley Ranch East Metropolitan District Nos. 10-14) and is part of a larger development known as Green Valley Ranch East.

Except for completed lots that have already been sold to individual homeowners, the Petitioner owns or controls all of the land comprising the approximate 588-acres. The Petitioner has completed certain land entitlements, platting, and engineering activities, as well as certain public and private infrastructure improvements for the GVRE Development. Subject to the sales and contracts described herein, the Petitioner is continuing with the marketing, sale, and development of property within the GVRE Development.

The Petitioner is under contract to purchase an approximate additional 289-acres of land.

Planned Anticipated Development for existing Metropolitan Districts No. 6-8 and proposed Metropolitan District 9. There is an original approved FDP from 2008, with an approved amendment 1 in 2018. Currently, Amendment 2 is underway for the FDP.

At full buildout, the GVRE Development (south of 52nd Ave/north of 38th Ave and east of Picadilly Road/generally West of Tibet Road and E470) is expected to include approximately 2,227 homes including 1,584 traditional single-family detached residences and 643 single-family detached residences in an active adult community. As of this date, for the traditional single-family lots, the Petitioner has completed the entitlement process for 1,418 lots (Filings 1, 2, 3, 5, 6, 7 and 10) and construction of utilities serving 871 lots (Filings 1, 2, 3, and 5). The remaining lots are anticipated to be fully entitled in 2023. The GVRE Development is being developed in various stages and additional governmental and other approvals must be obtained before it can be completed.

As of March 31, 2022, 380 homes had closed and sold to homeowners. As of March 31, 2022, 168 homes were under contract for purchase by homeowners from the Petitioner and 161 homes were under construction.

Planned Anticipated Development for existing Metropolitan Districts No. 10-14. There is an original approved FDP from 2008. Currently, Amendment 2 is underway for the FDP. After the approved FDP, it is anticipated that entitlements/development activities will commence.

The planned and anticipated development described above is consistent with the framework development plan for the GVRE Development submitted by the Petitioner and approved by the City, as the same may be amended from time to time by the City.

f. Justification for petitioner’s request to City Council to approve these districts:

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the public improvements required for the Project to be provided in the most economic manner possible. The Districts are necessary for the financing and development of public improvements as well as certain regional improvements.

g. Statement certifying compliance with the Aurora Model Service Plan:

The Service Plan is based on the previously approved Service Plan for the Green Valley Ranch East Metropolitan District Nos. 6-8 which included the then “standard” deviations from the City’s Model Service Plan to allow for inclusion of the property into the Aerotropolis Regional Transportation Authority (ARTA), assessment of the ARTA mill levy in lieu of the ARI Mill Levy, and payment/pledging of that ARTA mill levy to ARTA. This Second Amended and Restated Service Plan makes modifications to show the existing boundaries of the Green Valley Ranch East Metropolitan District Nos. 6-8, the proposed initial boundaries of the Green Valley Ranch East Metropolitan District Nos. 9-14, the expanded Inclusion Area adding property located to the North of the existing Inclusion Area, to incorporate

clarifications related to the formation of ARTA, the payment of the ARTA Mill Levy, and other clarifications related to ARTA that have been added to other similar service plans, and to incorporate certain of the changes included in the most recent version of the City’s Multiple District Single Service Plan. Any and all changes from the current model service plan are clearly identified in the redlines that were submitted to the City.

h. Statement on the Debt Limit:

The debt limits reported in Section V.A.10. (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) are the same and DOES NOT include any debt associated with the regional improvements as described in the last sentence of VI.C.

i. Any special requests:

The Petitioner does not have any special requests but would note that the existing Green Valley Ranch East Metropolitan District Nos. 6-8 will be engaging in outreach to existing residents to inform them and answer any questions that they may have regarding this proposed Consolidated Second Amended and Restated Service Plan, including, but not limited to the following:

- Continued discussion at board meetings of Green Valley Ranch East Metropolitan District Nos. 6-8
- Posting on community websites and, when/if available district websites.
- Email blast to all residents in Green Valley Ranch East Metropolitan District Nos. 6-8
- Discussion at the Reserve Community “Metro District 101” session scheduled for July 21, 2022

Re: Transmittal Letter Concerning Proposed Consolidated Second Amended and Restated
 Service Plan for Green Valley Ranch East Metropolitan District Nos. 6 – 14

Page 5 of 6

j. Summary Table identifying each district and key financial data for each district:

Name of Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1 st year Operating and Maintenance
(Location in Service Plan)	V.B	V.A.10	From Transmittal Letter	VI.C	Calculate	VII.I	VIII.I
Green Valley Ranch East Metropolitan District No. 6	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$100,000	\$50,000
Green Valley Ranch East Metropolitan District No. 7	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$100,000	\$50,000
Green Valley Ranch East Metropolitan District No. 8	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$100,000	\$50,000
Green Valley Ranch East Metropolitan District No. 9	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$100,000	\$50,000
Green Valley Ranch East Metropolitan District No. 10	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$100,000	\$50,000
Green Valley Ranch East Metropolitan District No. 11	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$100,000	\$50,000
Green Valley Ranch East Metropolitan District No. 12	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$100,000	\$50,000
Green Valley Ranch East Metropolitan District No. 13	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$100,000	\$50,000
Green Valley Ranch East Metropolitan District No. 14	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$100,000	\$50,000
TOTALS	N/A	N/A	N/A	N/A	N/A	\$100,000	\$50,000

Re: Transmittal Letter Concerning Proposed Consolidated Second Amended and Restated
Service Plan for Green Valley Ranch East Metropolitan District Nos. 6 – 14

Page 6 of 6

Thank you for the opportunity to submit this proposed Consolidated Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6 - 14 and corresponding formation of Green Valley Ranch East Metropolitan District Nos. 9 - 14. We look forward to your comments and feedback concerning the Districts.

Sincerely,

ICENOGLE SEAVER POGUE
A Professional Corporation



Karlie R. Ogden

Enclosures

cc: Jennifer L. Ivey
Brandon Wyszynski

**CONSOLIDATED
SECOND AMENDED AND RESTATED
SERVICE PLAN
FOR
GREEN VALLEY RANCH EAST METROPOLITAN
DISTRICT NOS. 6-14**

**CITY OF AURORA,
COLORADO**

PREPARED

BY

Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 360
Denver, Colorado 80237

SUBMITTED ON MAY 13, 2022

**TABLE OF
CONTENTS**

I. INTRODUCTION..... 1

 A. Purpose and Intent. 1

 B. Need for the Districts..... 1

 C. Objective of the City Regarding Districts Second Amended and Restated Service Plan..... 2

II. DEFINITIONS 3

III. BOUNDARIES 7

**IV. PROPOSED LAND USE/POPULATION PROJECTIONS/
ASSESSSED VALUATION 7**

**V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND
SERVICES..... 7**

 A. Powers of the Districts and Service Plan Amendment. 7

 1. Operations and Maintenance Limitation 8

 2. Fire Protection Limitation 8

 3. Television Relay and Translation Limitation..... 8

 4. Golf Course Construction Limitation 8

 5. Construction Standards Limitation 9

 6. Privately Placed Debt Limitation 9

 7. Inclusion Limitation..... 9

 8. Overlap Limitation 9

 9. Initial Debt Limitation 9

 10. Total Debt Issuance Limitation..... 10

 11. Fee Limitation 10

 12. Monies from Other Governmental Sources..... 10

 13. Consolidation Limitation 10

 14. Bankruptcy Limitation..... 10

 15. Website 11

 16. Service Plan Amendment Requirement..... 11

 B. Preliminary Engineering Survey 11

 C. Multiple District Structure..... 11

VI. REGIONAL IMPROVEMENTS..... 12

VII. FINANCIAL PLAN 13

 A. General..... 13

 B. Maximum Voted Interest Rate and Maximum Underwriting Discount..... 13

 C. Maximum Debt Mill Levy..... 13

 D. Maximum Debt Mill Levy Imposition Term..... 14

 E. Debt Repayment Sources..... 14

 F. Debt Instrument Disclosure Requirement. 14

 G. Security for Debt. 15

 H. TABOR Compliance 15

 I. Districts' Operating Costs 15

 J. Agreed Upon Procedures Examination 16

VIII. ANNUAL REPORT 16

A.	General.....	16
B.	Reporting of Significant Events	16
IX.	DISSOLUTION.....	17
X.	DISCLOSURE TO PURCHASERS	17
XI.	INTERGOVERNMENTAL AGREEMENT	18
XII.	CONCLUSION.....	19

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Initial Districts Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Notice of Special District Disclosure
EXHIBIT E	Intergovernmental Agreement between the Districts and Aurora

I. INTRODUCTION

A. Purpose and Intent.

On August 6, 2004, the City of Aurora ("**City**") approved the Service Plans ("**Original Service Plans**") for the Green Valley Ranch East Metropolitan District Nos. 6, 7 and 8 (the "**District Nos. 6-8**"). The District Nos. 6-8 were organized on December 7, 2004. On October 30, 2017, the City approved the Consolidated First Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-8 ("**First Amended Service Plan**"), which superseded the Original Service Plans. This Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-14 (the "**Second Amended and Restated Service Plan**") provides for six (6) additional metropolitan districts, Green Valley Ranch East Metropolitan District No. 9 ("**District No. 9**"), Green Valley Ranch East Metropolitan District No. 10 ("**District No. 10**"), Green Valley Ranch East Metropolitan District No. 11 ("**District No. 11**"), Green Valley Ranch Metropolitan District No. 12 ("**District No. 12**"), Green Valley Ranch East Metropolitan District No. 13 ("**District No. 13**"), and Green Valley Ranch East Metropolitan District No. 14 ("**District No. 14**"), to serve the Project. District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14, together with the District Nos. 6-8, are referred to herein as the "**Districts**". The First Amended Service Plan shall be in full force and effect at all times prior to the City's approval of a Second Amended and Restated Service Plan. Upon approval by the City of this Second Amended and Restated Service Plan, this Second Amended and Restated Service Plan is intended to modify, replace, restate and supersede the First Amended Service Plan in its entirety.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Second Amended and Restated Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Second Amended and Restated Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Second Amended and Restated Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts Second Amended and Restated Service Plan.

The City's objective in approving the Second Amended and Restated Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11 and from other legally available revenue. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Second Amended and Restated Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if any District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees; from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties; and from any other legally available revenues. It is the intent of this Second Amended and Restated Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Second Amended and Restated Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Second Amended and Restated Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

AACMD: means the Aerotropolis Area Coordinating Metropolitan District.

Agreed Upon Procedures Engagement: means an attesting engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or non-financial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Master Plan: means one or more capital improvement plans established pursuant to the ARTA Establishment Agreement or by one or more intergovernmental agreements between the AACMD and the City, establishing Regional Improvements which will benefit the taxpayers and service users of the Districts.

ARI Mill Levy: means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which shall be five (5) mills, plus Assessment Rate Adjustment, minus any ARTA Mill Levy, for collection beginning for each district in the first year of collection of a debt service mill levy by such district, and continuing in each year thereafter.

ARTA: means the Aerotropolis Regional Transportation Authority.

ARTA Establishment Agreement: means the intergovernmental agreement entered into between the City of Aurora, Aerotropolis Area Coordinating Metropolitan District, and Adams County on February 27, 2018 for the purpose of establishing the ARTA, as certified by the Director of the Division of Local Governments of the Department of Local Affairs of the State of Colorado on April 11, 2018, and as supplemented by that First Supplement, as the same may be amended from time to time, in order to fund certain Regional Improvements.

ARTA Mill Levy: means the total mill levy to be imposed by the ARTA to fund

the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA for certain Regional Improvements in accordance with the ARTA Establishing Agreement.

Assessment Rate Adjustment: means if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitations or mill levy imposition amounts set forth in this Second Amended and Restated Service Plan may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of one District or the boards of directors of all the Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means any one of the Green Valley Ranch East Metropolitan District Nos. 6 through 14.

District No. 6: means the Green Valley Ranch East Metropolitan District No. 6.

District No. 7: means the Green Valley Ranch East Metropolitan District No. 7.

District No. 8: means the Green Valley Ranch East Metropolitan District No. 8.

District No. 9: means the Green Valley Ranch East Metropolitan District No. 9.

District No. 10: means the Green Valley Ranch East Metropolitan District No. 10.

District No. 11: means the Green Valley Ranch East Metropolitan District No. 11.

District No. 12: means the Green Valley Ranch East Metropolitan District No. 12.

District No. 13: means the Green Valley Ranch East Metropolitan District No. 13.

District No. 14: means the Green Valley Ranch East Metropolitan District No. 14.

Districts: means District No. 6, District No. 7, District No. 8, District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14, collectively.

End User: means any owner or tenant of any owner of any taxable improvement within the Districts, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the Districts as of the date of submittal of this Second Amended and Restated Service Plan as described in the Initial District Boundary Maps.

Initial District Boundary Maps: means the maps attached hereto as **Exhibit C-1**,

describing the Initial District Boundaries.

Maximum Debt Mill Levy: means the maximum mill levy any of the Districts is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Operations and Maintenance Mill Levy(ies): means the mill levy(ies) the Districts impose for payment of administration, operations, and maintenance costs.

Project: means the development or property commonly referred to as The Aurora Highlands.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of one or more of the Districts.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Regional Intergovernmental Improvements Agreement: means one or more intergovernmental agreements between the AACMD and the City.

Second Amended and Restated Service Plan: means this Second Amended and Restated Service Plan for the Districts approved by the City Council.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map, and any inclusions processed pursuant to Section V.A.7 below.

Service Plan Amendment: means an amendment to the Second Amended and Restated Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 588.264 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 877.251 acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. Maps of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 877.251 acres of undeveloped land. The current assessed valuation of the Service Area is \$0.00 for purposes of this Second Amended and Restated Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately Eight Thousand Five Hundred (8,500) people.

Approval of this Second Amended and Restated Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Second Amended Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the Districts shall not violate any protection clauses of the United States or Colorado State Constitutions. The Districts shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further, subsequent to the City's approval of this Second Amended and Restated Service Plan, shall insert the foregoing provision in contracts or subcontracts let by the Districts to accomplish the purposes of this Second Amended and Restated Service Plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fees imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of residents of the Districts. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails that are interconnected with a City or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Second Amended and Restated Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax- exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the Districts.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without prior written consent of the City, except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401 (1)(a), C.R.S. Any and all property included within the Districts' boundaries shall be deemed to be included within the Service Area.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not, without the prior consent of the City, consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the Districts shall not, without the written consent

of the City: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. Each of the Districts shall not issue Debt in excess of Four Billion Dollars (\$4,000,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

12. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. Consolidation Limitation. A District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of District No. 6, District No. 7, District No. 8, District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14.

14. Bankruptcy Limitation. All of the limitations contained in this Second Amended and Restated Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Fees have been established under the authority of the City to approve a Second Amended and Restated Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term,

shall be deemed a material modification of this Second Amended and Restated Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Website. When a District is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1-104.5.

16. Service Plan Amendment Requirement. This Second Amended and Restated Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Four Billion Dollars (\$4,000,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with the AACMD, shall enter into one or more Intergovernmental Cost Sharing and Recovery Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and/or other governmental entities, with respect to the financing, construction and operation of the improvements contemplated herein.

VI. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of the ARTA Establishment Agreement or the Regional Intergovernmental Improvements Agreement described below.

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

A. If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement. In the event the property within the Districts' Service Area does not come within the ARTA's boundaries, the Districts shall not be required to deposit the ARI Mill Levy revenue with the AACMD (or as directed by AACMD), and the ARI Mill Levy revenue shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement with the City.

B. The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred in relation thereto, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

C. The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The Districts each shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Four Billion Dollars (\$4,000,000,000) pursuant

to agreements as described in VI.A or B above.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term with the revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the Districts shall each be permitted to issue shall not exceed Four Billion Dollars (\$4,000,000,000) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Second Amended and Restated Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be determined as follows:

For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below, subject to the Assessment Rate Adjustment.

For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is

necessary to pay the Debt service on such Debt, without limitation of rate.

1. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the Districts' Operations and Maintenance Mill Levies.

D. Maximum Debt Mill Levy Imposition Term

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds fifty (50) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents

to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Second Amended and Restated Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Second Amended and Restated Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Second Amended and Restated Service Plan. Approval of this Second Amended and Restated Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Second Amended and Restated Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the District's Board, except as approved by written consent of the City.

I. Districts Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000) which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the Districts' ability to increase their respective Operations and Maintenance Mill Levies as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Examination.

For Districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the District, the District is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

Each of the Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year
3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.
4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.
5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.
7. The final assessed valuation of the District as of December 31 of the reporting year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the District's financial statements, for the year ending December 31

of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE NOTICES AND MEETINGS

1. District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14 will provide the City with written notice of the date of hearing on their petitions for organization filed with the district court.

2. The Districts will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of notice disclosure to all initial purchasers of property in the Districts that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. The form of shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy. The form of notice shall be substantially in the form of **Exhibit D** attached hereto; provided that such notice may be modified by the District so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to provide the following information:

- a. General description and purpose(s) of the District.
- b. Contact information for the District.
- c. Website address for the District (once established per Section V.A.15).
- d. District boundary map showing all lots within the District.
- e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
- f. List of all other taxing entities within the District boundaries and their current mill levies and associated taxes.
- g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.

- h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
- i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
- j. Any and all Fees currently imposed on each residential property for each year the District is in existence.
- k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

3. To ensure that potential residential buyers are educated about the District, the District will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

4. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the District boundaries are provided to potential purchasers of real property within the District as part of the seller's required property disclosures.

5. All special and regular District meetings shall be open to the public and shall be held at a location within the District boundaries, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District shall provide information on the District website accessible to all residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit E**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit E** at their first Board meeting after approval of this Second Amended and Restated Service Plan. Failure of the Districts to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City

Council shall approve the intergovernmental agreement in the form attached as **Exhibit E** at the public hearing approving the Second Amended and Restated Service Plan.

XII. CONCLUSION

It is submitted that this Second Amended and Restated Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long- range water quality management plan for the area.

9. The creation of the Districts is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

LEGAL DESCRIPTION
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 6
CURRENT BOUNDARIES

ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 13, THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE,

EXCEPTING THEREFROM

A PORTION OF SAID SPECIAL WARRANTY DEED SITUATED WITHIN SAID SOUTHWEST QUARTER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13,

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, NORTH 00°06'54" WEST, A DISTANCE OF 1048.16 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EAST LINE SOUTH 89°49'58" WEST, A DISTANCE OF 267.96 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 85.86 FEET;

THENCE SOUTH 89°48'37" WEST, A DISTANCE OF 637.78 FEET;

THENCE NORTH 81°40'37" WEST, A DISTANCE OF 170.42 FEET;

THENCE NORTH 72°10'01" WEST, A DISTANCE OF 111.21 FEET;

THENCE NORTH 57°37'18" WEST, A DISTANCE OF 182.78 FEET;

THENCE NORTH 34°38'52" WEST, A DISTANCE OF 270.56 FEET;

THENCE NORTH 21°29'38" WEST, A DISTANCE OF 232.91 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 198.01 FEET;

THENCE NORTH 00°19'27" WEST, A DISTANCE OF 716.46 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 89°40'33" EAST, A DISTANCE OF 1574.61 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00°06'54" EAST, A DISTANCE OF 1602.23 FEET TO THE **POINT OF BEGINNING**.

FURTHER EXCEPTING THEREFROM

A PORTION OF SAID SPECIAL WARRANTY DEED SITUATED WITHIN SAID SOUTHEAST QUARTER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, NORTH 89°35'38" EAST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°35'38" EAST, A DISTANCE OF 2226.79 FEET TO THE NORTHEAST CORNER OF PARCEL "II", AS DESCRIBED IN SAID SPECIAL WARRANTY DEED;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL "II" THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 00°00'07" WEST, A DISTANCE OF 124.94 FEET;
- 2) SOUTH 03°49'04" WEST, A DISTANCE OF 1,713.00 FEET;
- 3) SOUTH 00°00'07" WEST, A DISTANCE OF 374.65 FEET;
- 4) SOUTH 03°48'45" EAST, A DISTANCE OF 440.91 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF E-470 PARCEL TK-107 AS DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 28, 1997 AT RECEPTION NO. C0347111, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE AND THE LAST DESCRIBED NORTHERLY BOUNDARY, SOUTH 89°32'35" WEST, A DISTANCE OF 2130.01 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET EASTERLY WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24;

THENCE ALONG SAID PARALLEL LINE NORTH 00°15'31" EAST, A DISTANCE OF 2649.97 FEET TO THE **POINT OF BEGINNING**.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "I" IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 13, AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 13 BEARS SOUTH 89°36'20" WEST, A DISTANCE OF 2,643.20 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, NORTH 00°06'54" WEST, A DISTANCE OF 95.83 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 48TH AVENUE AS DESCRIBED AS EXHIBIT "B" IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 20060417000386390, IN SAID OFFICIAL RECORDS, AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 89°53'06" WEST, A DISTANCE OF 57.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°53'06" WEST;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°30'20", AN ARC LENGTH OF 38.18 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1027.00 FEET;
3. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°25'43", AN ARC LENGTH OF 688.81 FEET;
4. TANGENT TO SAID CURVE, SOUTH 48°57'43" WEST, A DISTANCE OF 400.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 883.00 FEET;
5. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°17'51", AN ARC LENGTH OF 359.04 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET;
6. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°02'29", AN ARC LENGTH OF 41.03 FEET;
7. NON-TANGENT TO SAID CURVE, SOUTH 76°18'03" WEST, A DISTANCE OF 74.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76°48'33" WEST;

8. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°44'17", AN ARC LENGTH OF 40.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 883.00 FEET;
9. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°10'05", AN ARC LENGTH OF 141.29 FEET;
10. TANGENT TO SAID CURVE, SOUTH 89°42'55" WEST, A DISTANCE OF 957.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET;
11. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED AS EXHIBIT "A" IN SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 20060417000386390;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. TANGENT TO SAID CURVE, NORTH 00°17'04" WEST, A DISTANCE OF 622.38 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;
2. NORTH 00°02'06" WEST, A DISTANCE OF 2,653.57 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY ALONG SAID NORTH LINE, NORTH 89°40'33" EAST, A DISTANCE OF 2,567.49 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00°06'54" EAST, A DISTANCE OF 2,554.56 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 180.812 ACRES, (7,876,171 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "I" AND ALL OF PARCEL "II" IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, WHENCE THE NORTHWEST CORNER OF SAID SECTION 24 BEARS SOUTH 89°36'20" WEST, A DISTANCE OF 2,643.20 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SOUTH 00°16'32" EAST, A DISTANCE OF 98.15 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SOUTH 00°16'32" EAST, A DISTANCE OF 2,552.09 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, NORTH 89°35'38" EAST, A DISTANCE OF 2,266.79 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "II";

THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL "II" THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 00°00'07" WEST, A DISTANCE OF 124.94 FEET;
- 2) SOUTH 03°49'04" WEST, A DISTANCE OF 1,713.00 FEET;
- 3) SOUTH 00°00'07" WEST, A DISTANCE OF 374.65 FEET;
- 4) SOUTH 03°48'45" EAST, A DISTANCE OF 440.92 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF E-470 PARCEL TK-107 AS DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 28, 1997 AT RECEPTION NO. C0347111, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE AND THE LAST DESCRIBED NORTHERLY BOUNDARY, SOUTH 89°32'35" WEST, A DISTANCE OF 2,170.09 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SOUTH 89°33'43" WEST, A DISTANCE OF 2,569.79 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED AS EXHIBIT "A" IN SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 20060417000386390;

THENCE DEPARTING SAID SOUTH LINE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 00°16'48" WEST, A DISTANCE OF 2,651.81 FEET;

NORTH 00°17'05" WEST, A DISTANCE OF 1,834.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 48TH AVENUE AS DESCRIBED AS SAID EXHIBIT "B" IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 20060417000386390, AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET;
2. TANGENT TO SAID CURVE, NORTH 89°42'55" EAST, A DISTANCE OF 957.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1027.00 FEET;
3. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°51'29", AN ARC LENGTH OF 176.70 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;
4. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°57'07", AN ARC LENGTH OF 37.94 FEET;
5. NON-TANGENT TO SAID CURVE, NORTH 76°15'18" EAST, A DISTANCE OF 74.00 FEET TO THE WESTERLY BOUNDARY OF WARRANTY DEED RECORDED MAY 5, 2006 AT RECEPTION NO. 20060501000437490, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY ALONG SAID WESTERLY, SOUTHERLY AND EASTERLY BOUNDARY'S OF SAID WARRANTY DEED THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 13°11'27" EAST, A DISTANCE OF 66.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 492.00 FEET;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°54'39", AN ARC LENGTH OF 110.86 FEET;
3. TANGENT TO SAID CURVE, SOUTH 00°16'48" EAST, A DISTANCE OF 292.87 FEET;
4. SOUTH 52°01'33" EAST, A DISTANCE OF 397.32 FEET;
5. NORTH 00°16'48" WEST, A DISTANCE OF 905.00 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1027.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 37°07'08" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°55'09", AN ARC LENGTH OF 70.25 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 48°57'43" EAST, A DISTANCE OF 400.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 883.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°52'57", AN ARC LENGTH OF 583.82 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°52'48", AN ARC LENGTH OF 40.53 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 89°43'28" EAST, A DISTANCE OF 57.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 407.346 ACRES, (17,743,984 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Green Valley Ranch East Metropolitan District No. 9

Initial Boundaries

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°40'33" WEST, A DISTANCE OF 478.63 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°19'27" EAST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET SOUTH OF SAID NORTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Green Valley Ranch East Metropolitan District No. 10
Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40'33" WEST, A DISTANCE OF 180.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19'27" WEST, A DISTANCE OF 60.00 FEET TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Green Valley Ranch East Metropolitan District No. 11
Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40'33" WEST, A DISTANCE OF 130.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19'27" WEST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Green Valley Ranch East Metropolitan District No. 12

Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40'33" WEST, A DISTANCE OF 180.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19'27" WEST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Green Valley Ranch East Metropolitan District No. 13
Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40'33" WEST, A DISTANCE OF 230.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19'27" WEST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Green Valley Ranch East Metropolitan District No. 14

Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40'33" WEST, A DISTANCE OF 130.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19'27" WEST, A DISTANCE OF 60.00 FEET TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT A

**LEGAL DESCRIPTION
INCLUSION AREA**

THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 13, THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL.

TOGETHER WITH

THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL B WITHIN SPECIAL WARRANTY DEED RECORDED DECEMBER 10, 2004 AT RECEPTION NO. 2004001258230, THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JUNE 28, 1985 AT BOOK 3019, PAGE 266 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, STATE OF COLORADO, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, ALL SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER NORTH 89°41'25" EAST, A DISTANCE OF 1,123.11 FEET TO THE NORTHWEST CORNER OF PARCEL TK-116 OF THE E-470 PUBLIC HIGHWAY AUTHORITY DESCRIBED IN BOOK 4667, PAGE 306 IN THE ADAMS COUNTY OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL TK-116 THE FOLLOWING SEVEN COURSES:

- 1) DEPARTING SAID NORTHERLY LINE OF THE NORTHEAST QUARTER, SOUTH 00°01'29" EAST, A DISTANCE OF 100.00 FEET;
- 2) SOUTH 86°50'04" EAST, A DISTANCE OF 893.46 FEET;
- 3) SOUTH 59°49'05" EAST, A DISTANCE OF 90.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 908.51 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 81°41'26" EAST;
- 4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°20'42", AN ARC LENGTH OF 132.32 FEET;
- 5) TANGENT TO SAID CURVE, SOUTH 16°39'16" EAST, A DISTANCE OF 349.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,055.92 FEET;
- 6) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°30'43", AN ARC LENGTH OF 285.87 FEET;
- 7) TANGENT TO SAID CURVE SOUTH 01°08'33" EAST, A DISTANCE OF 1,700.86 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 13;

THENCE DEPARTING SAID WESTERLY BOUNDARY OF PARCEL TK-116 AND ALONG SAID SOUTHERLY LINE SOUTH 89°40'22" WEST, A DISTANCE OF 2,293.83 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 13, SOUTH 89°40'33" WEST, A DISTANCE OF 2,567.49 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 20060417000386390 IN SAID OFFICIAL RECORDS;

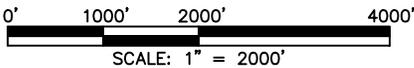
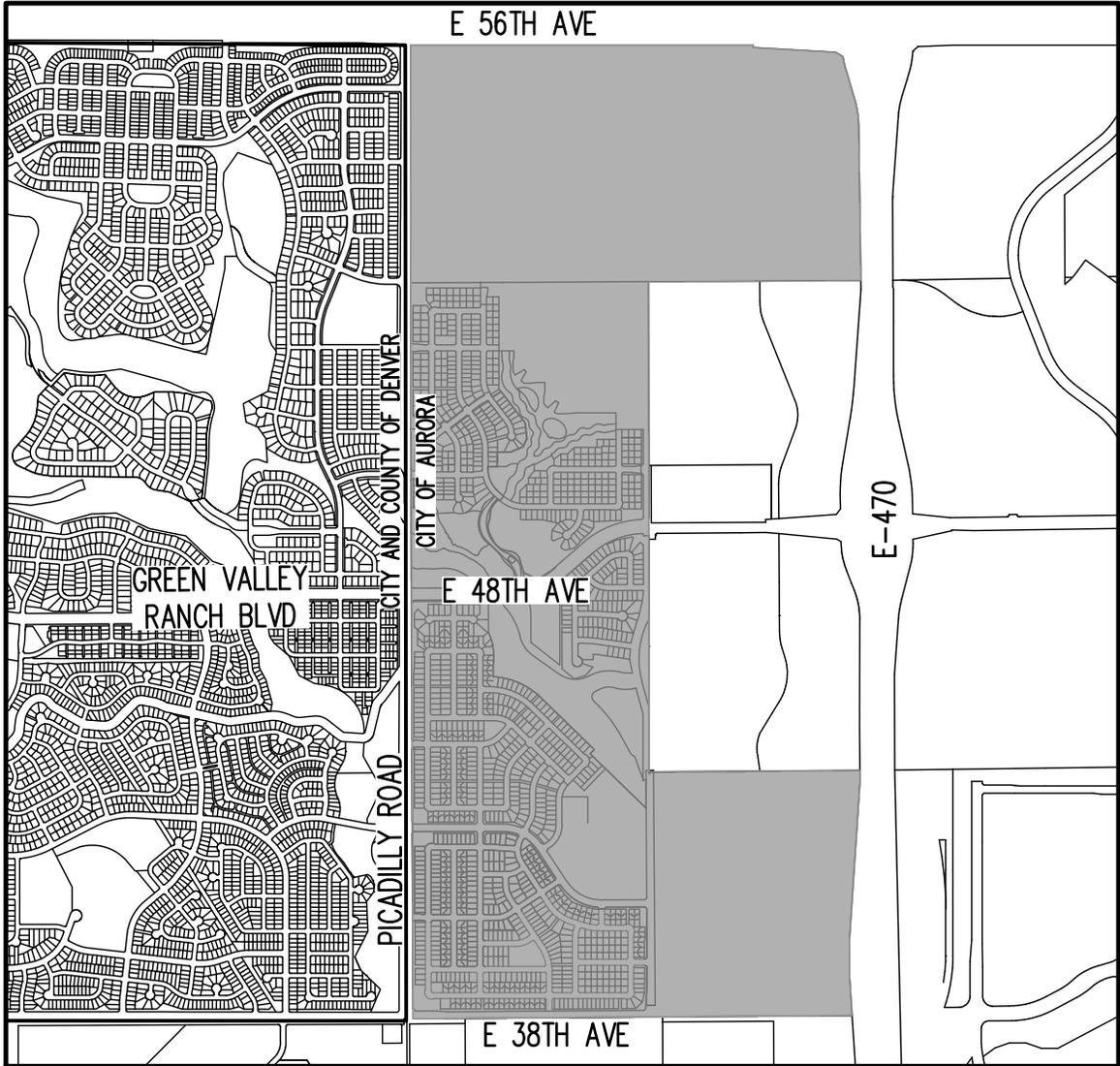
THENCE DEPARTING SAID SOUTHERLY LINE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°01'58" WEST, A DISTANCE OF 2,646.91 FEET TO THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 13;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY ALONG SAID NORTHERLY LINE, NORTH 89°39'00" EAST, A DISTANCE OF 2,562.89 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT B

Aurora Vicinity Map

VICINITY MAP



CITY OF AURORA, COLORADO

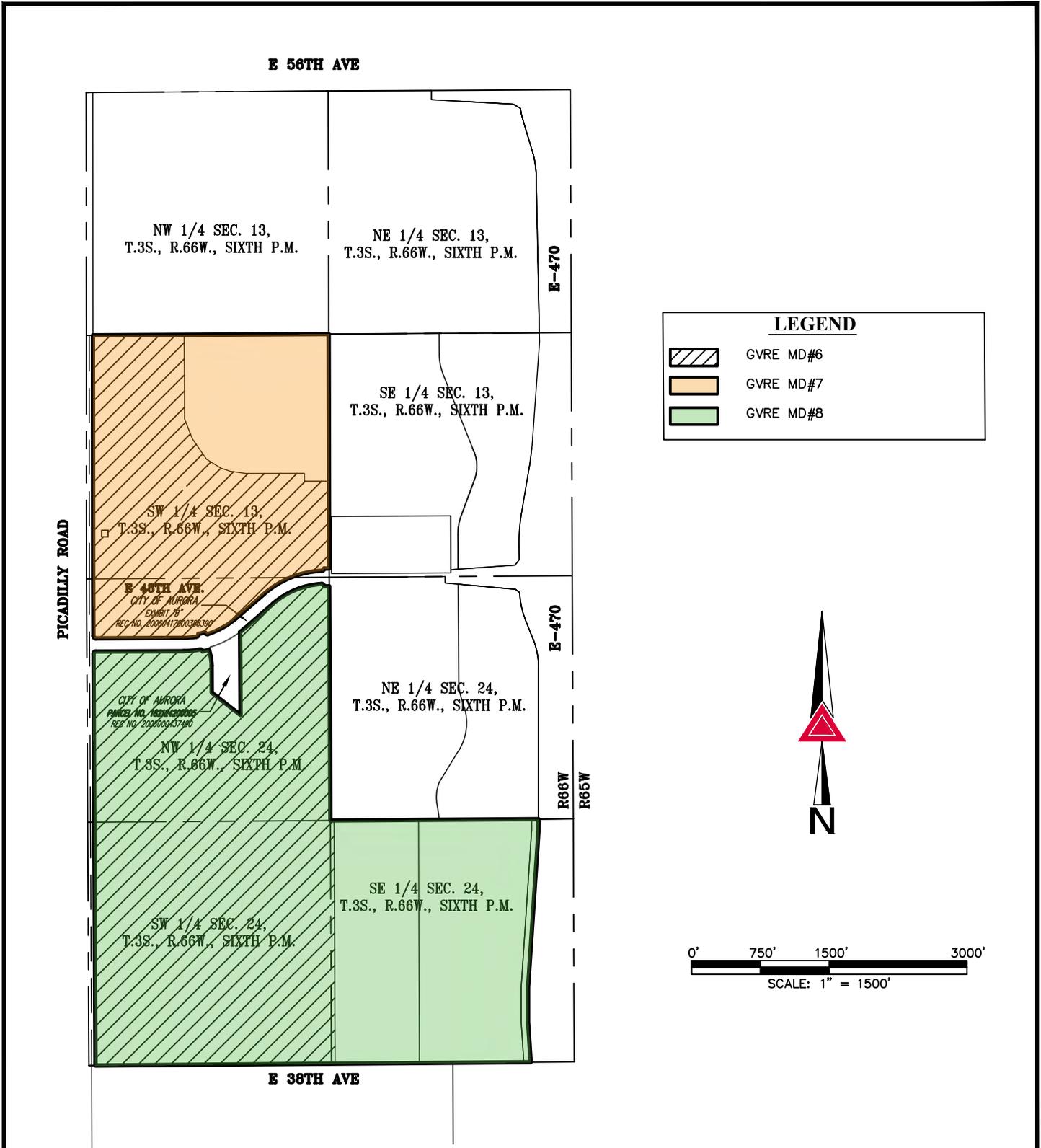
GREEN VALLEY RANCH EAST DISTRICTS

DRAWN BY: DED	SCALE: 1"=1000'	R-O-W FILE NO.
CHECKED BY: DED	DATE: 5/12/2022	JOB NO. 19320-19

EXHIBIT C-1

Initial Districts Boundary Map

Green Valley Ranch East Metropolitan District No. 6-8
Current Boundaries



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:19318-43\DWG\EXHIBITS\
DWG NAME: Overall GVRE Districts 6-8
DWG: DED CHK: DED
DATE: 2022-05-12
SCALE: 1" = 1500'



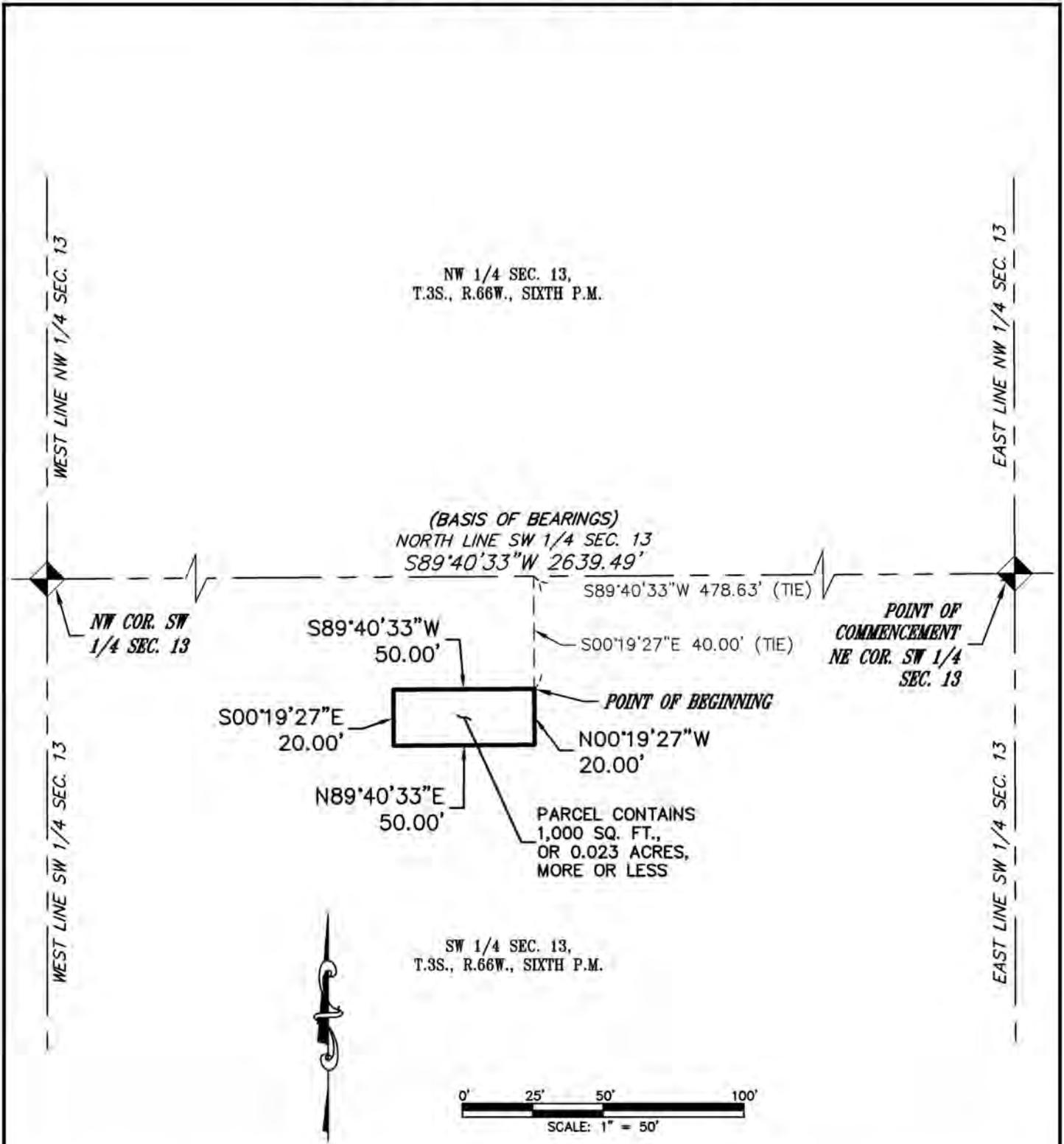
300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

GVRE OVERALL DISTRICT 6-8
W2, SE 1/4 SEC 24, SW 1/4 SEC 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO

JOB NUMBER 19320-19

1 OF 1 SHEETS

ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Draw\EXH
DWG NAME: AURORA 310 DIR PAR 9
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

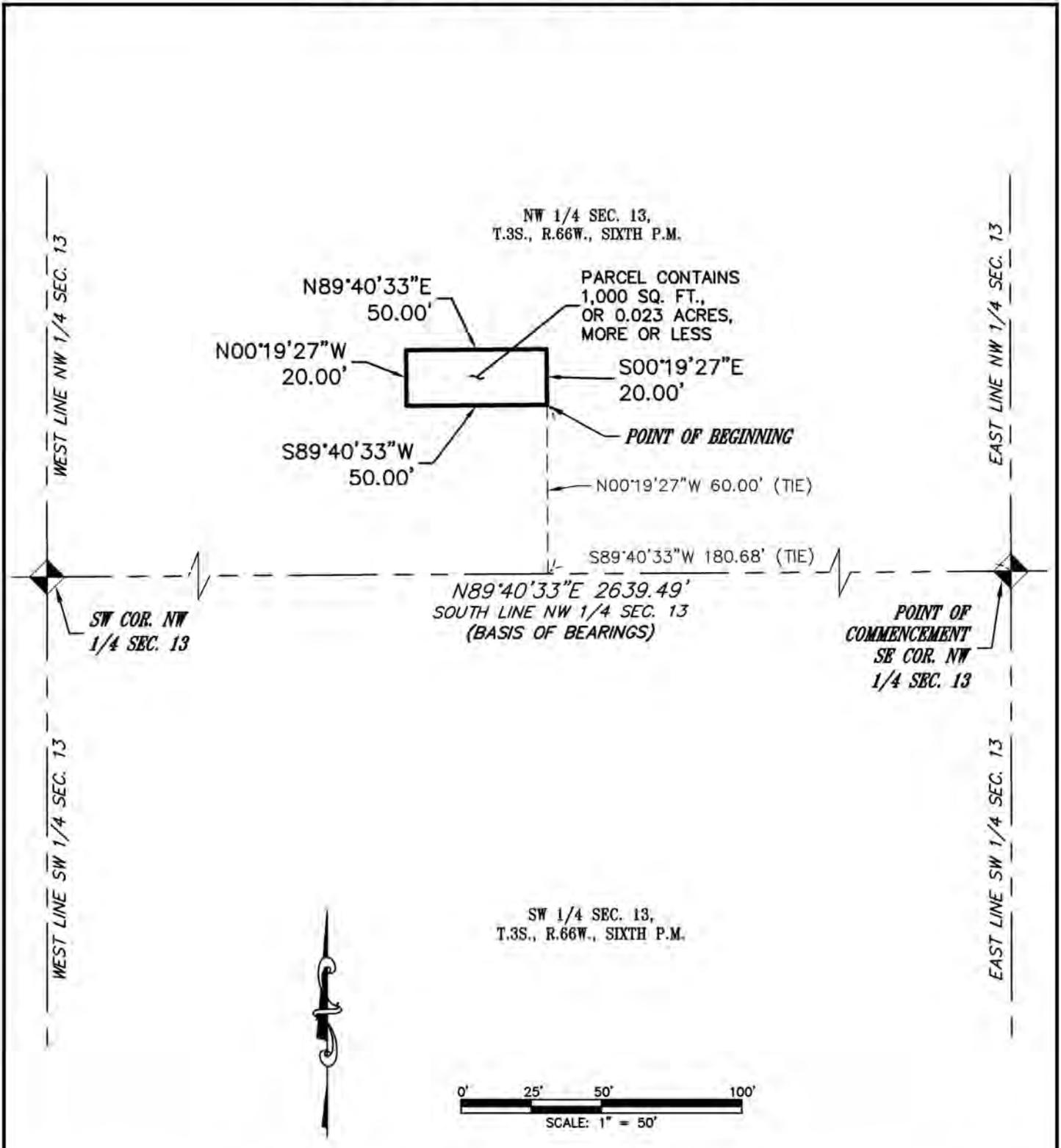
AZTEC
CONSULTANTS, INC.

300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 9
SW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

Green Valley Ranch East Metropolitan District No. 10
Initial Boundaries

ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

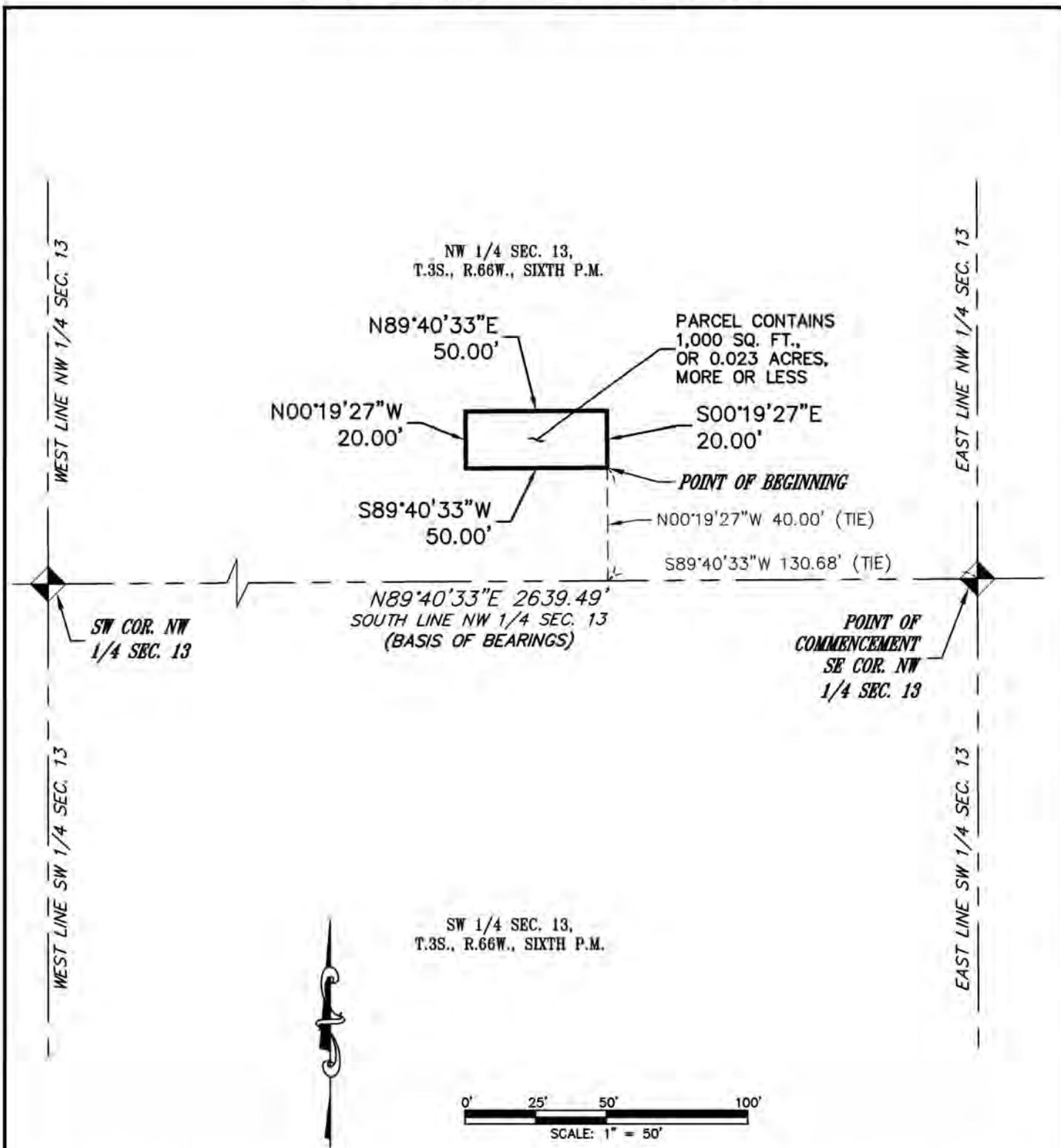
PATH: Q:\19320-19-GVRE Metro Dist\Draw\EXH
DWG NAME: AURORA 310 DIR PAR 5
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 5
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

Green Valley Ranch East Metropolitan District No. 11
Initial Boundaries



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

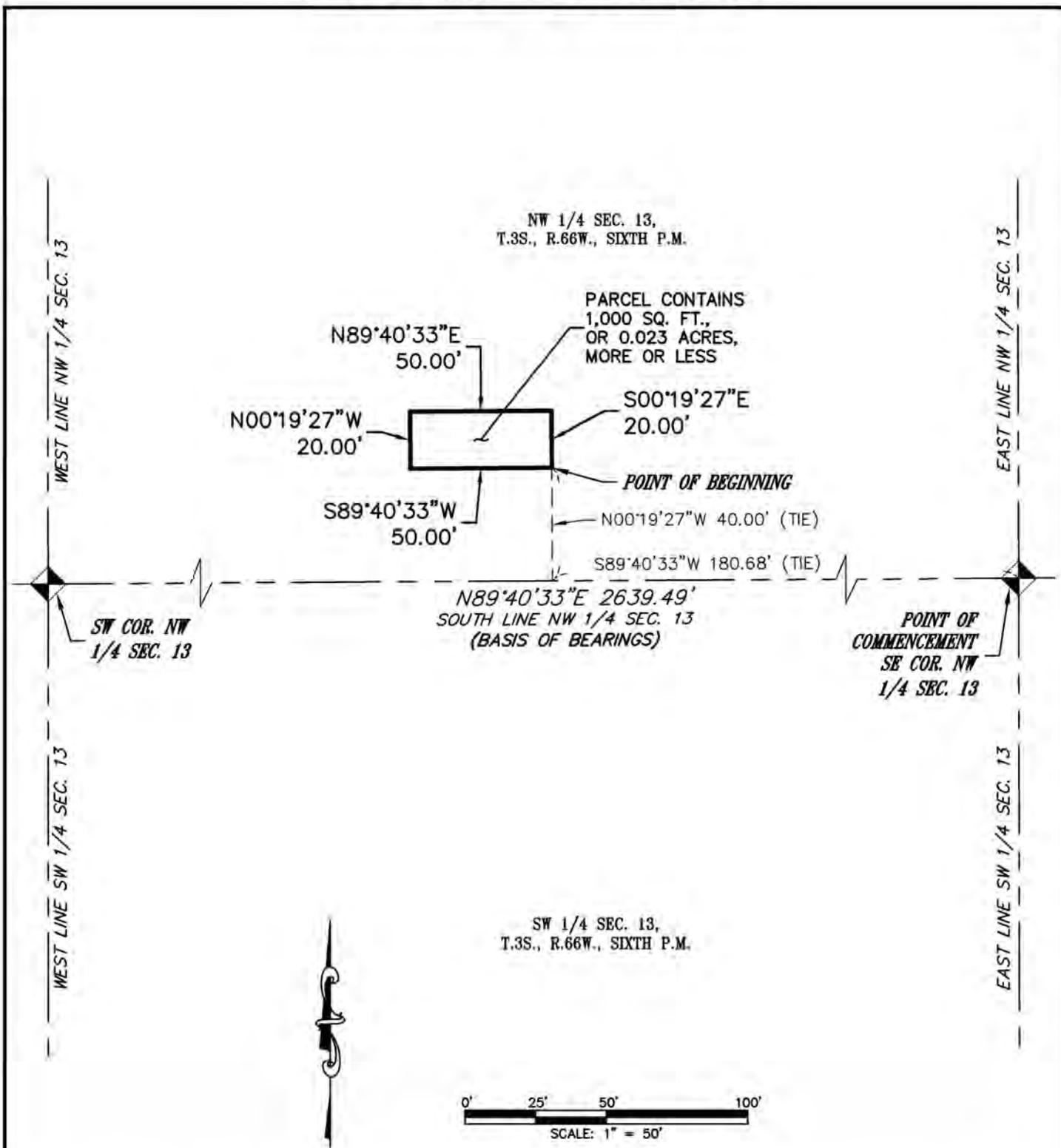
PATH: Q:\19320-19-GVRE Metro Dist\Draw\EXH
DWG NAME: AURORA 310 DIR PAR 1
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 1
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

Green Valley Ranch East Metropolitan District No. 12
Initial Boundaries



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Draw\EDH
DWG NAME: AURORA 310 DIR PAR 2
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'



300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

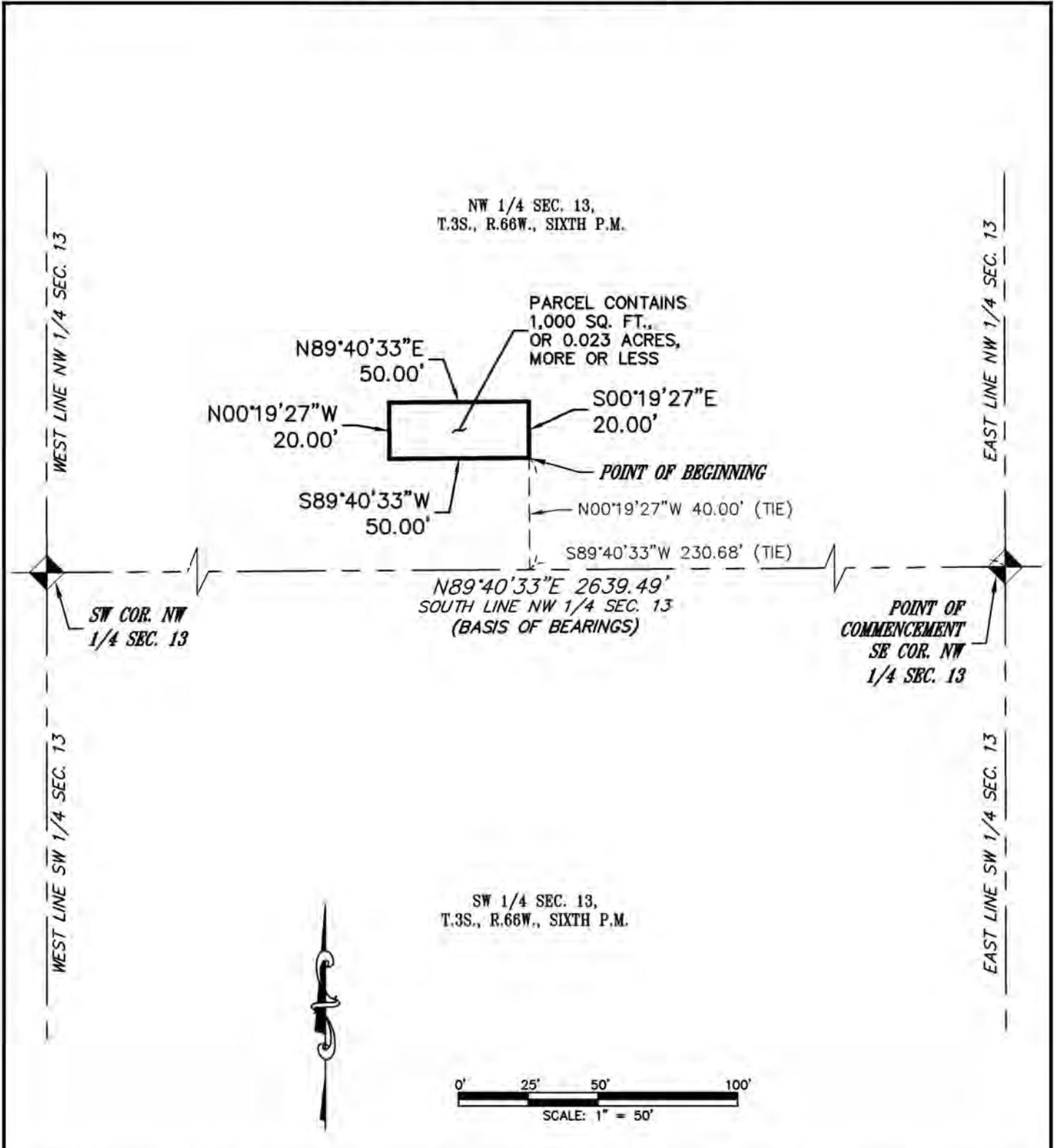
DIRECTOR PARCEL 2
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO

JOB NUMBER 19320-19

2 OF 2 SHEETS

Green Valley Ranch East Metropolitan District No. 13
Initial Boundaries

ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Draw\EXH
 DWG NAME: AURORA 310 DIR PAR 3
 DWG: RDS CHK: JRW
 DATE: 04/28/2022
 SCALE: 1" = 50'

AZTEC
CONSULTANTS, INC.

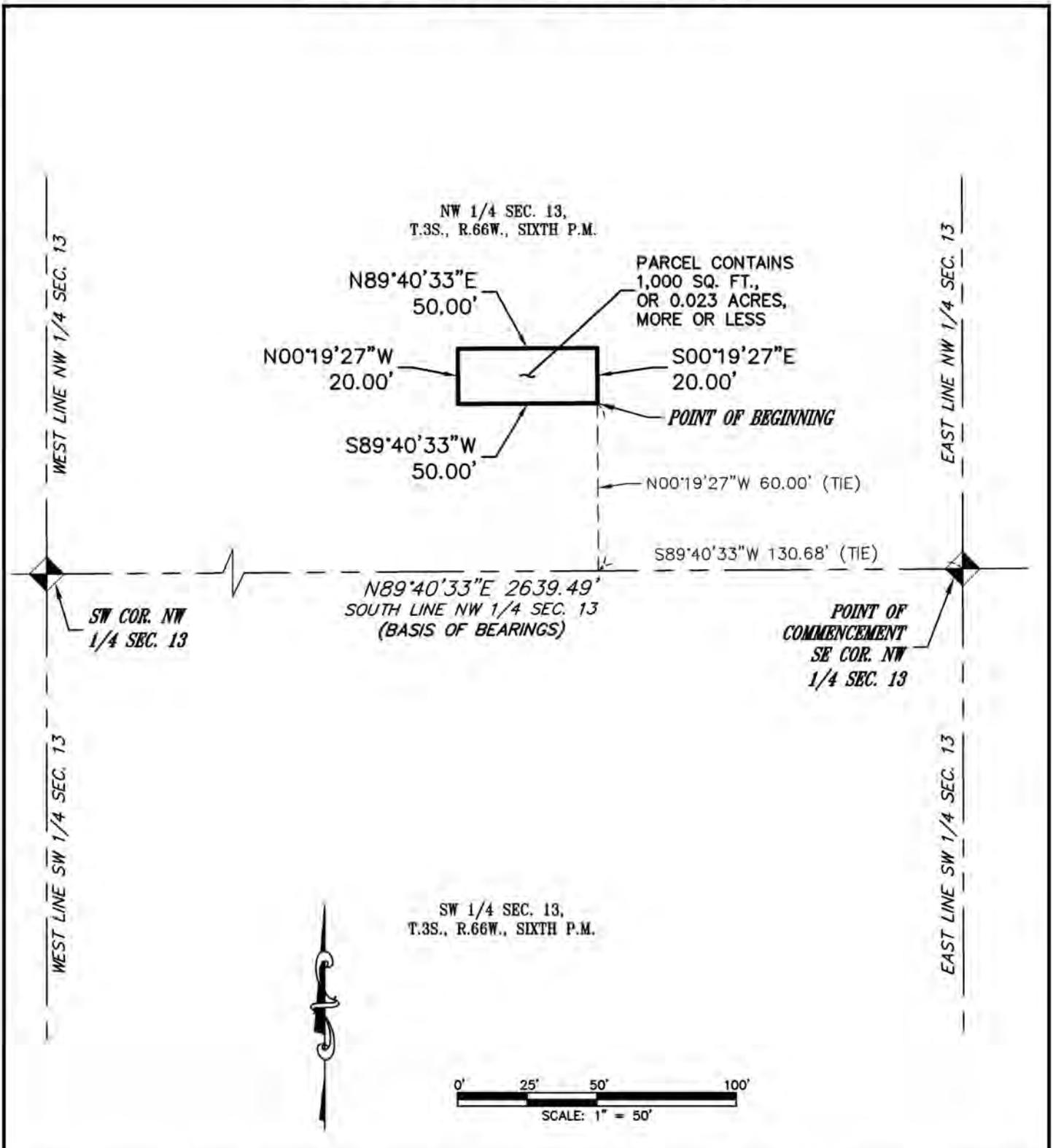
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 3
 NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
 ADAMS COUNTY, COLORADO
 JOB NUMBER 19320-19 2 OF 2 SHEETS

Green Valley Ranch East Metropolitan District No. 14

Initial Boundaries

ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Draw\EDH
 DWG NAME: AURORA 310 DIR PAR 4
 DWG: RDS CHK: JRW
 DATE: 04/28/2022
 SCALE: 1" = 50'

AZTEC
 CONSULTANTS, INC.

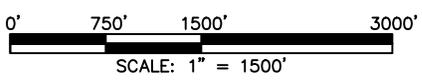
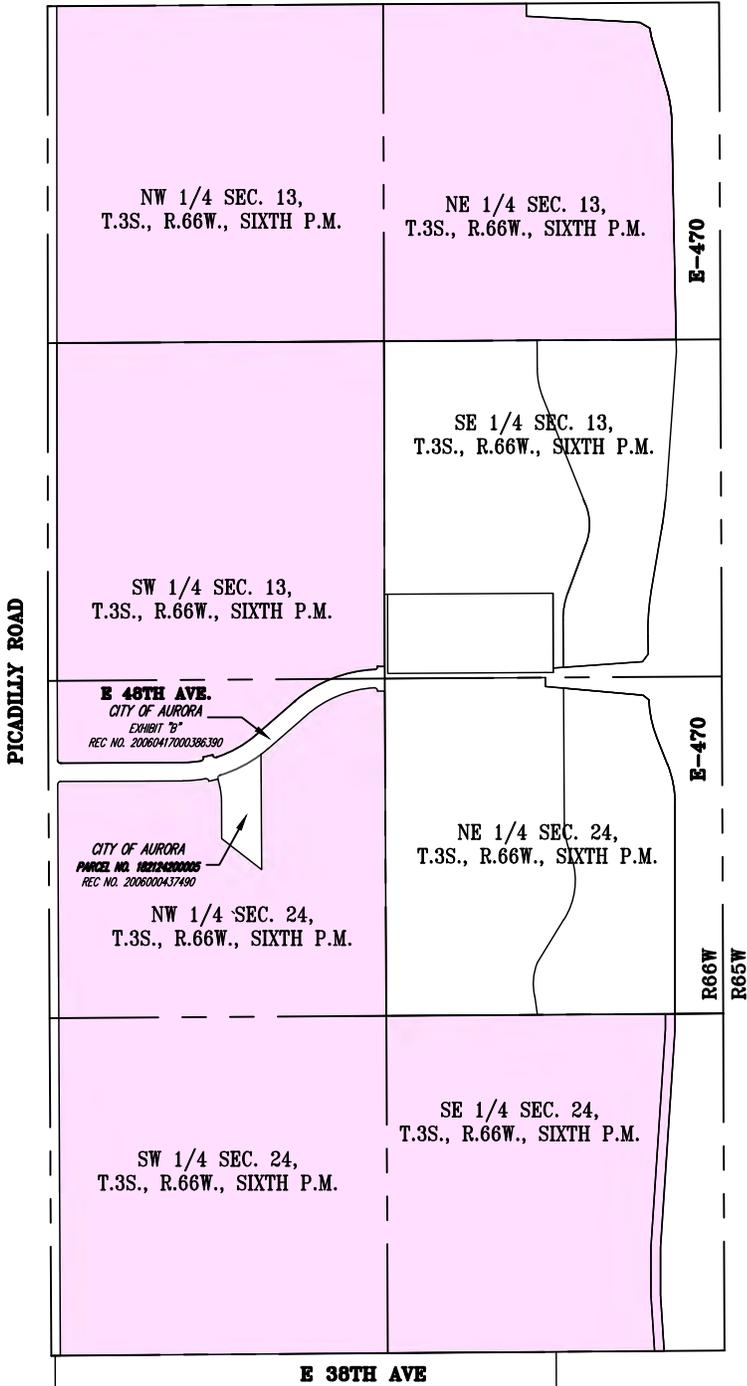
300 East Mineral Ave.
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 4
 NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
 ADAMS COUNTY, COLORADO
 JOB NUMBER 19320-19 2 OF 2 SHEETS

EXHIBIT C-2

Inclusion Area Boundary Map

E 56TH AVE



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:19318-43\DWG\EXHIBITS\
 DWG NAME: Overall GVRE Districts 6-8
 DWG: DED CHK: DED
 DATE: 2022-05-12
 SCALE: 1" = 1500'

AzTec
 Consultants, Inc.
 300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
www.aztecconsultants.com

GVRE INCLUSION AREA MAP
 N 1/2 & SW 1/4 SEC 13, W 1/2 & SE 1/4 SEC. 24 T3S, R66W, 6TH P.M.
 ADAMS COUNTY, COLORADO
 JOB NUMBER 19320-19 1 OF 1 SHEETS

EXHIBIT D

Notice of Special District Disclosure

EXHIBIT D

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within *[District name]* **Metropolitan District**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	<i>[District name]</i> Metropolitan District
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the <i>[project name]</i> located the City of Aurora, Colorado and described further in the District’s Service Plan. A copy of the District’s Service Plan can be found on the District’s website or by contacting the District at the District contact information above.
Authorized Types of District Taxes:	Debt Mill Levy and Operations and Maintenance Mill Levy These mill levies result in taxes you will owe to the District and are described further below.
District’s Total Debt Issuance Authorized per District’s Service Plan:	\$
District Improvements Financed by Debt:	The District intends to, or has already issued debt to pay for <i>[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]</i>
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	Maximum Debt Mill Levy: 50.000 Mills The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004. <i>[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]</i>
Ongoing Operations and Maintenance Services of the District:	The District intends to impose an Operations and Maintenance Mill Levy to pay for <i>[list eligible ongoing administration, operating and maintenance</i>

	<i>obligations]</i>
District Fees:	<i>[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]</i>
Other Taxing Entities to which you will pay taxes to:	<i>[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]</i>

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in District is \$_____ Debt Mill Levy is 50 mills
 Operations and Maintenance Mill Levy is _____mills
Total Metropolitan District mill levies = 60 mills

Calculation of Metropolitan District Taxes:

\$_____ x .0715 = \$_____ (Assessed Valuation)
 \$_____ x .060 mills = \$_____ per year in taxes owed solely to the Metro District

Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$_____ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$_____ = \$_____

THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.

ACKNOWLEDGED AND AGREED TO BY BUYER:

Name: _____

Date: _____

EXHIBIT E

Intergovernmental Agreement between the Districts and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO

AND

**GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 9,
10, 11, 12, 13 and 14**

THIS AGREEMENT is made and entered into as of this_ day of _____ 20
22, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and the GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 9, 10, 11, 12, 13 and 14, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Consolidated Second Amended and Restated Service Plan approved by the City on _____ ("Second Amended and Restated Service Plan"); and

WHEREAS, the Second Amended and Restated Service Plan makes reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Second Amended and Restated Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable

provisions of the City Code. The Districts shall be authorized to operate and maintain any Public Improvements that have not been dedicated for operation and maintenance to another entity.

The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District City residents free of charge.

2. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Second Amended and Restated Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax- exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area (as defined within the Second Amended and Restated Service Plan) without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without the prior written consent of the City, except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S. Any and all property included within the Districts' boundaries shall be deemed to be included within the Service Area.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not, without the prior consent of the City, consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Second Amended and Restated Service Plan), the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. Each of the Districts shall not issue Debt in excess of Four Billion Dollars (\$4,000,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Second Amended and Restated Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation. A District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13 or 14.

15. Bankruptcy. All of the limitations contained in this Second Amended and Restated Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Second Amended and Restated Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds

the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Second Amended and Restated Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Website. When a District is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. The Districts will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Second Amended and Restated Service Plan shall be deemed to be material modifications to the Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with AACMD, shall enter into one or more Intergovernmental Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts, with the AACMD, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

The Districts shall have the authority to enter into agreements which shall govern the relationships between and among the Districts and additional Title 32 districts with respect to the financing, construction and operation of the improvements

contemplated herein, including, but not limited to, the AACMD, The Aurora Highlands Metropolitan District Nos. 1, 2 and 3, and Green Valley Aurora Metropolitan District No. 1.

21. Annual Report. The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Second Amended and Restated Service Plan.

22. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of the AACMD entering into the ARTA Establishment Agreement or the Regional Intergovernmental Improvements Agreement described below.

23. In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement.

(b) The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of the AACMD's participation in Agreements with the City and the ARTA, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in Section VI of the Second Amended and Restated Service Plan at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31- 25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

(d) Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(e) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Second Amended and Restated Service Plan, subject to the Assessment Rate Adjustment.

(f) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(g) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Second Amended and Restated Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-110 I, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

24. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Second Amended and Restated Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds fifty (50) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

25. Notices. All notices, demands, requests or other communications to

be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Green Valley Ranch East Metropolitan District
Nos. 9, 10, 11, 12, 13, and 14
c/o Icenogle Seaver Pogue P.C.
4725 S. Monaco Street, Suite 360
Denver, Colorado 80237
Attn: Jennifer L. Ivey
Phone: (303) 292-9100
Fax: (303) 292-9101

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

26. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Second Amended and Restated Service Plan.

27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

31. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

32. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended and Restated Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 9

By: _____
President

Attest:

Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 10

By: _____
President

Attest:

Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 11

By: _____
President

Attest:

Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 12

By: _____
President

Attest:

Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 13

By: _____
President

Attest:

Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 14

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

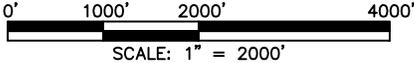
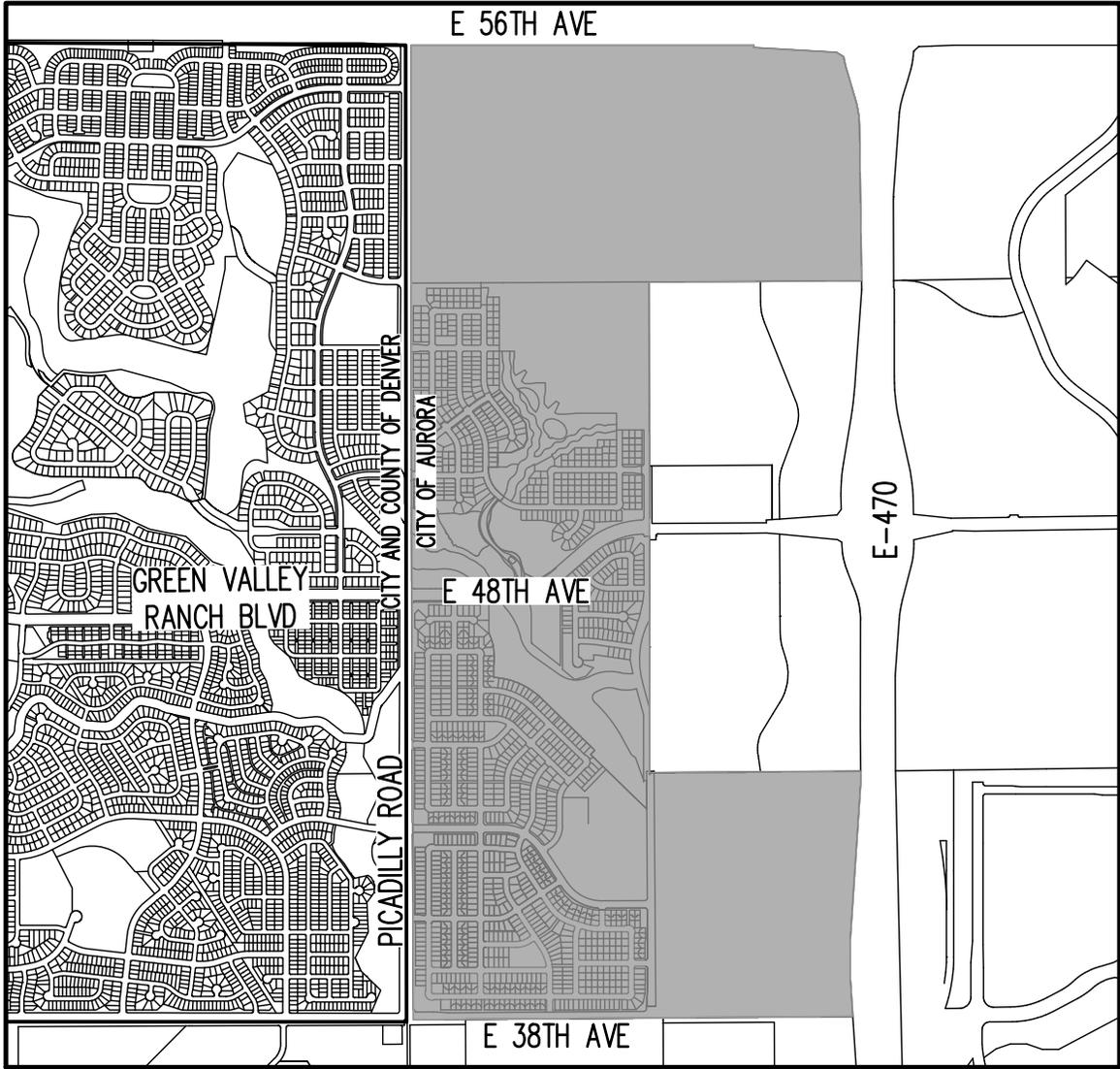
ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney

VICINITY MAP

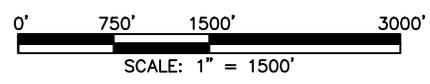
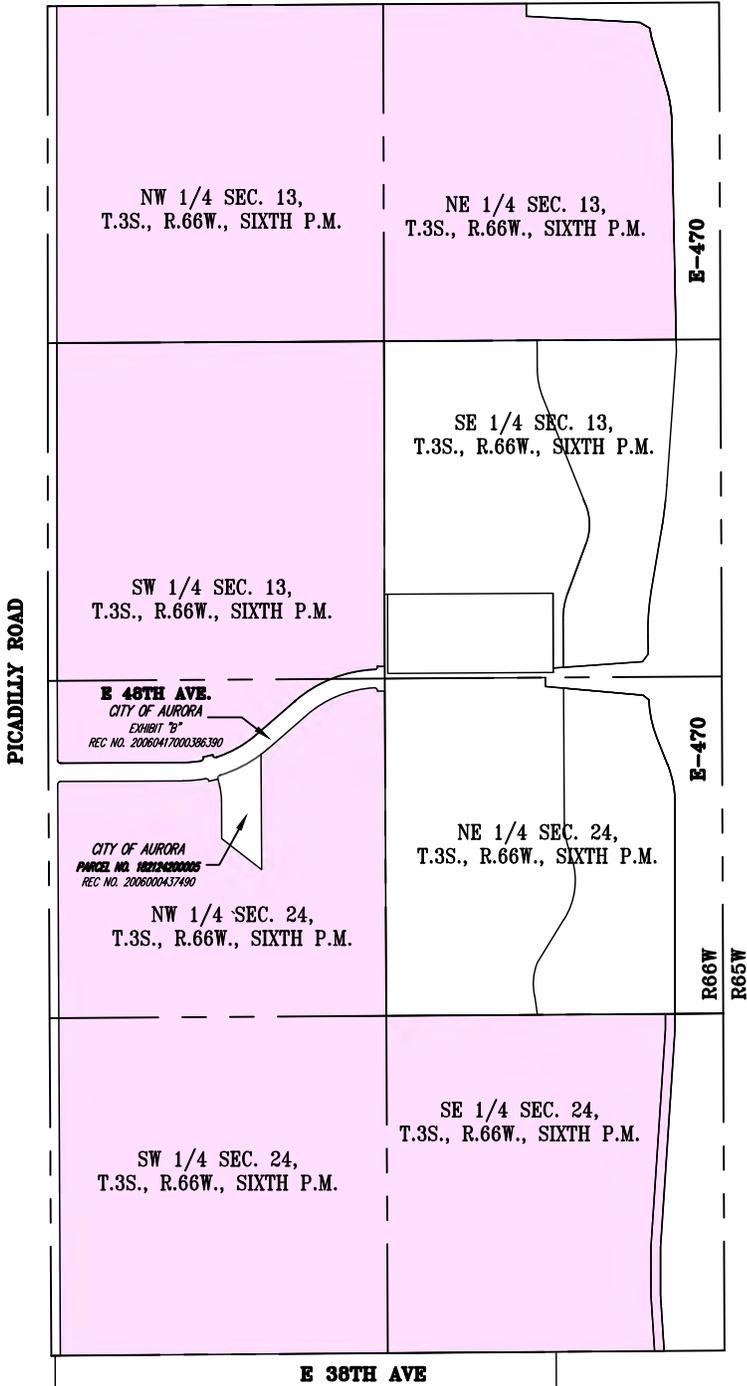


CITY OF AURORA, COLORADO

GREEN VALLEY RANCH EAST DISTRICTS

DRAWN BY: DED	SCALE: 1"=1000'	R-O-W FILE NO.
CHECKED BY: DED	DATE: 5/12/2022	JOB NO. 19320-19

E 56TH AVE



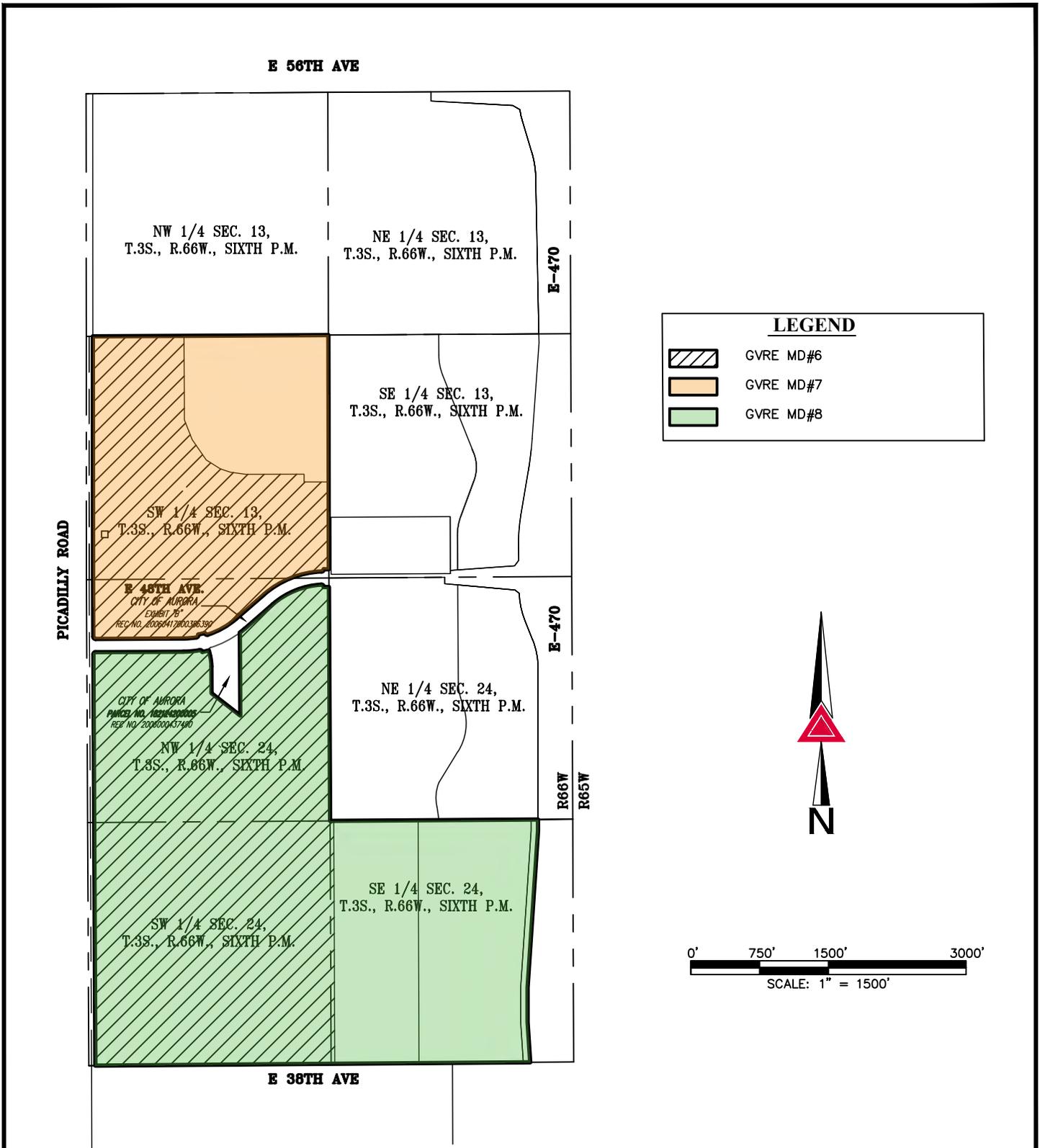
NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:19318-43\DWG\EXHIBITS\
 DWG NAME: Overall GVRE Districts 6-8
 DWG: DED CHK: DED
 DATE: 2022-05-12
 SCALE: 1" = 1500'

AzTec
 Consultants, Inc.
 300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
www.aztecconsultants.com

GVRE INCLUSION AREA MAP
 N 1/2 & SW 1/4 SEC 13, W 1/2 & SE 1/4 SEC. 24 T3S, R66W, 6TH P.M.
 ADAMS COUNTY, COLORADO
 JOB NUMBER 19320-19 1 OF 1 SHEETS

Green Valley Ranch East Metropolitan District No. 6-8
Current Boundaries



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:19318-43\DWG\EXHIBITS\
DWG NAME: Overall GVRE Districts 6-8
DWG: DED CHK: DED
DATE: 2022-05-12
SCALE: 1" = 1500'

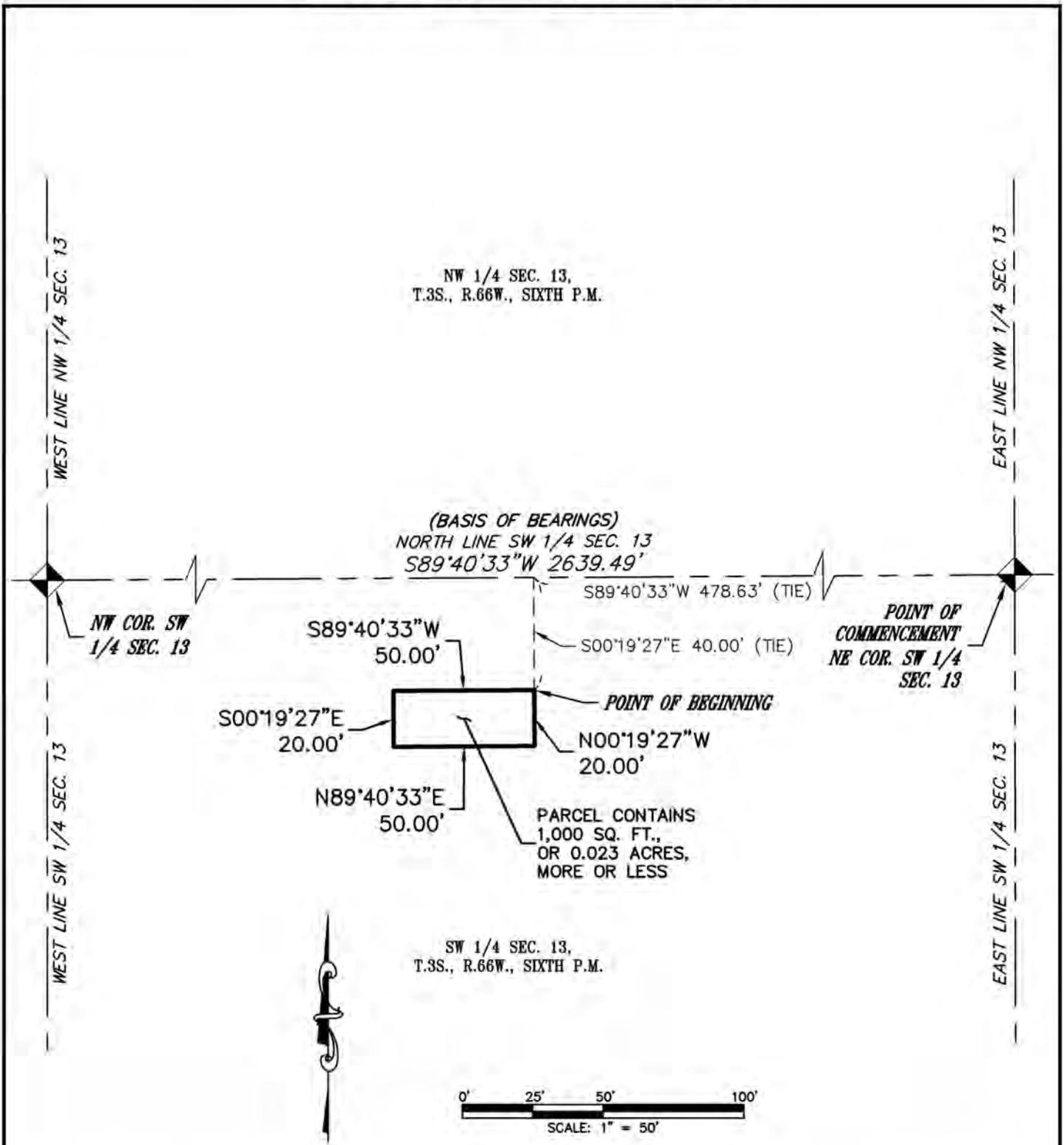
AzTec
Consultants, Inc.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

GVRE OVERALL DISTRICT 6-8
W2, SE 1/4 SEC 24, SW 1/4 SEC 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 1 OF 1 SHEETS

Green Valley Ranch East Metropolitan District No. 9
Initial Boundaries

ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Draw\EXH
 DWG NAME: AURORA 310 DIR PAR 9
 DWG: RDS CHK: JRW
 DATE: 04/28/2022
 SCALE: 1" = 50'

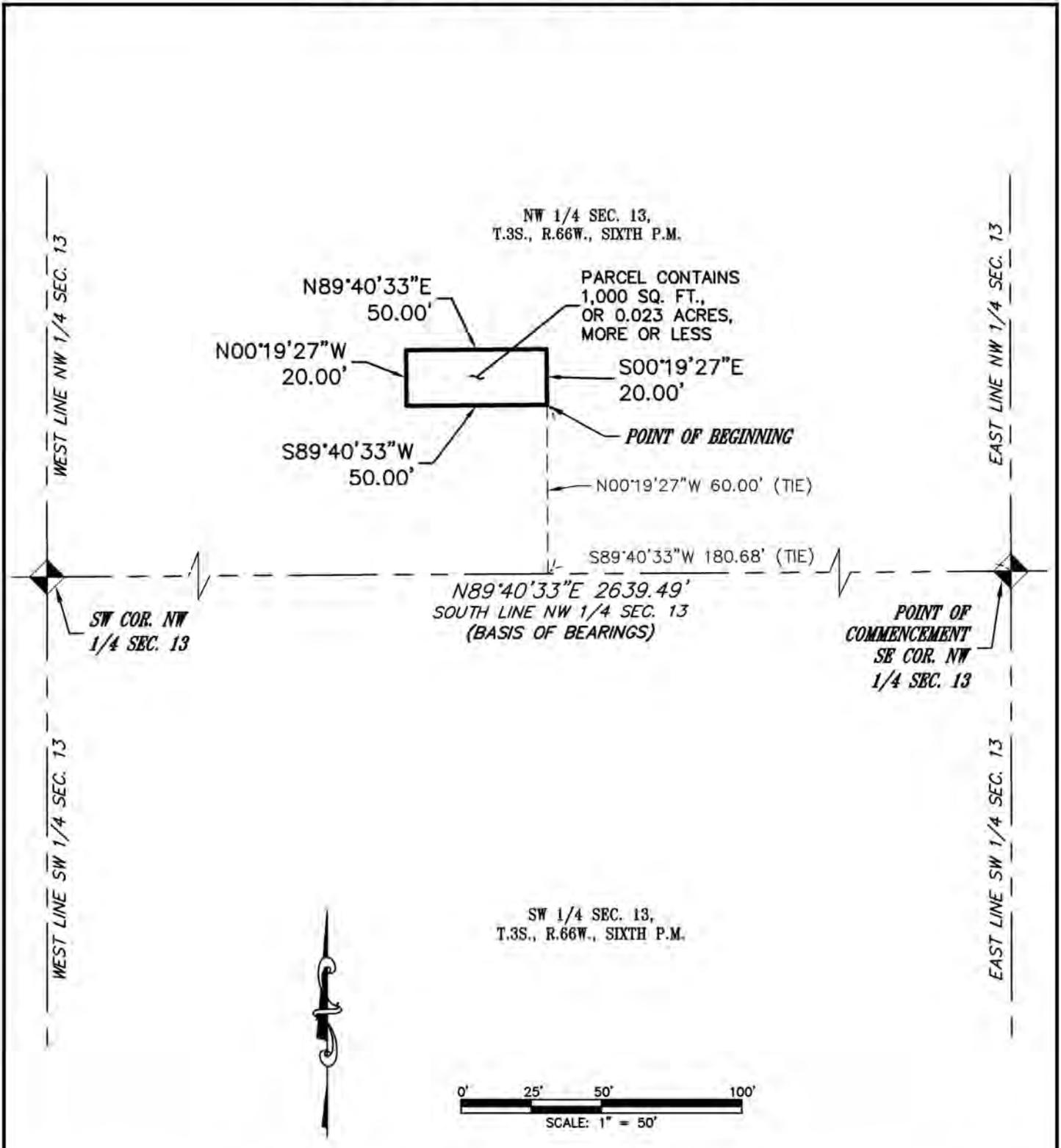
AZTEC
CONSULTANTS, INC.

300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 9
 SW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
 ADAMS COUNTY, COLORADO
 JOB NUMBER 19320-19 2 OF 2 SHEETS

Green Valley Ranch East Metropolitan District No. 10
Initial Boundaries

ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

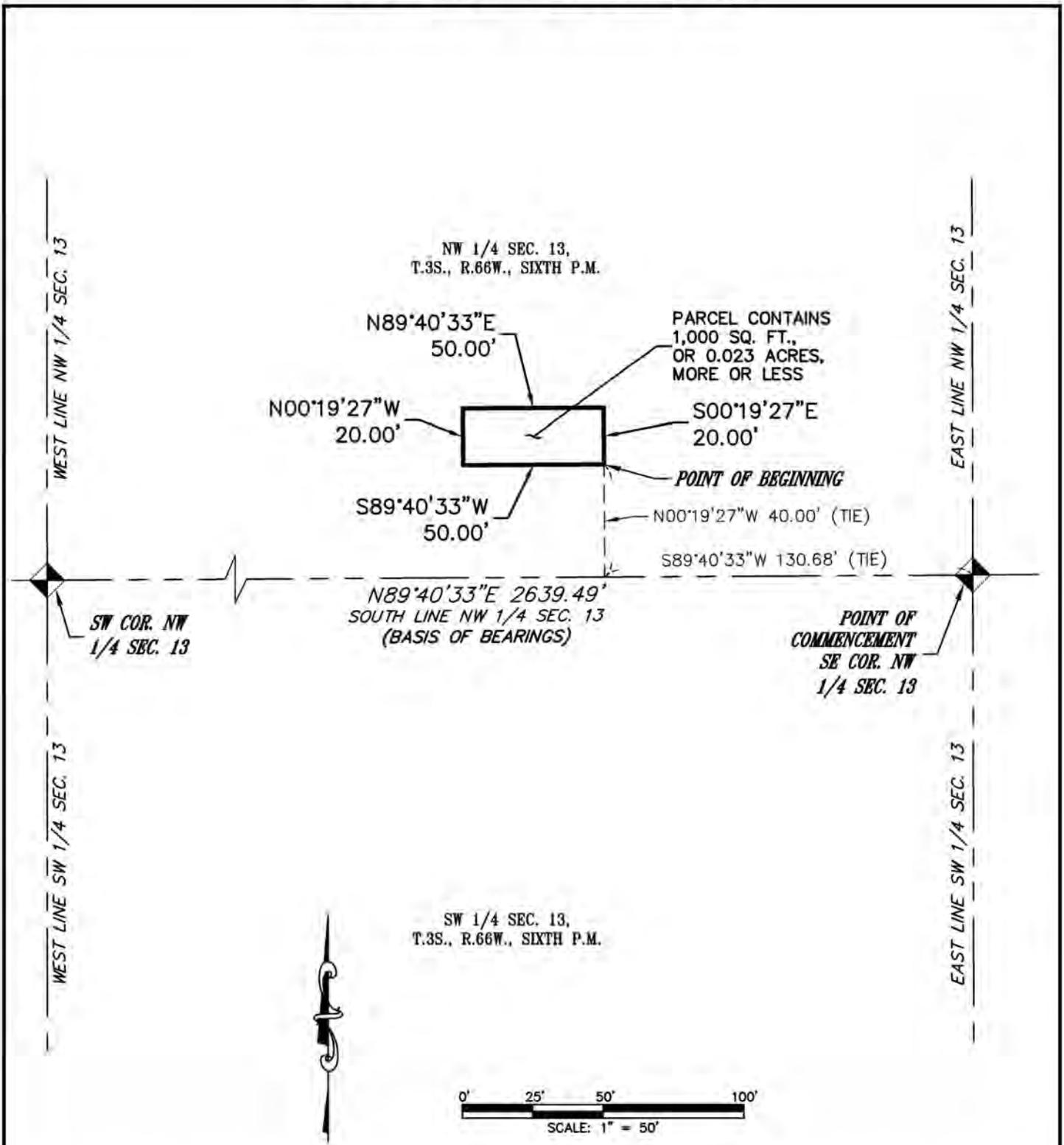
PATH: Q:\19320-19-GVRE Metro Dist\Draw\EXH
DWG NAME: AURORA 310 DIR PAR 5
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 5
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

Green Valley Ranch East Metropolitan District No. 11
Initial Boundaries



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\DWG\EXH
 DWG NAME: AURORA 310 DIR PAR 1
 DWG: RDS CHK: JRW
 DATE: 04/28/2022
 SCALE: 1" = 50'

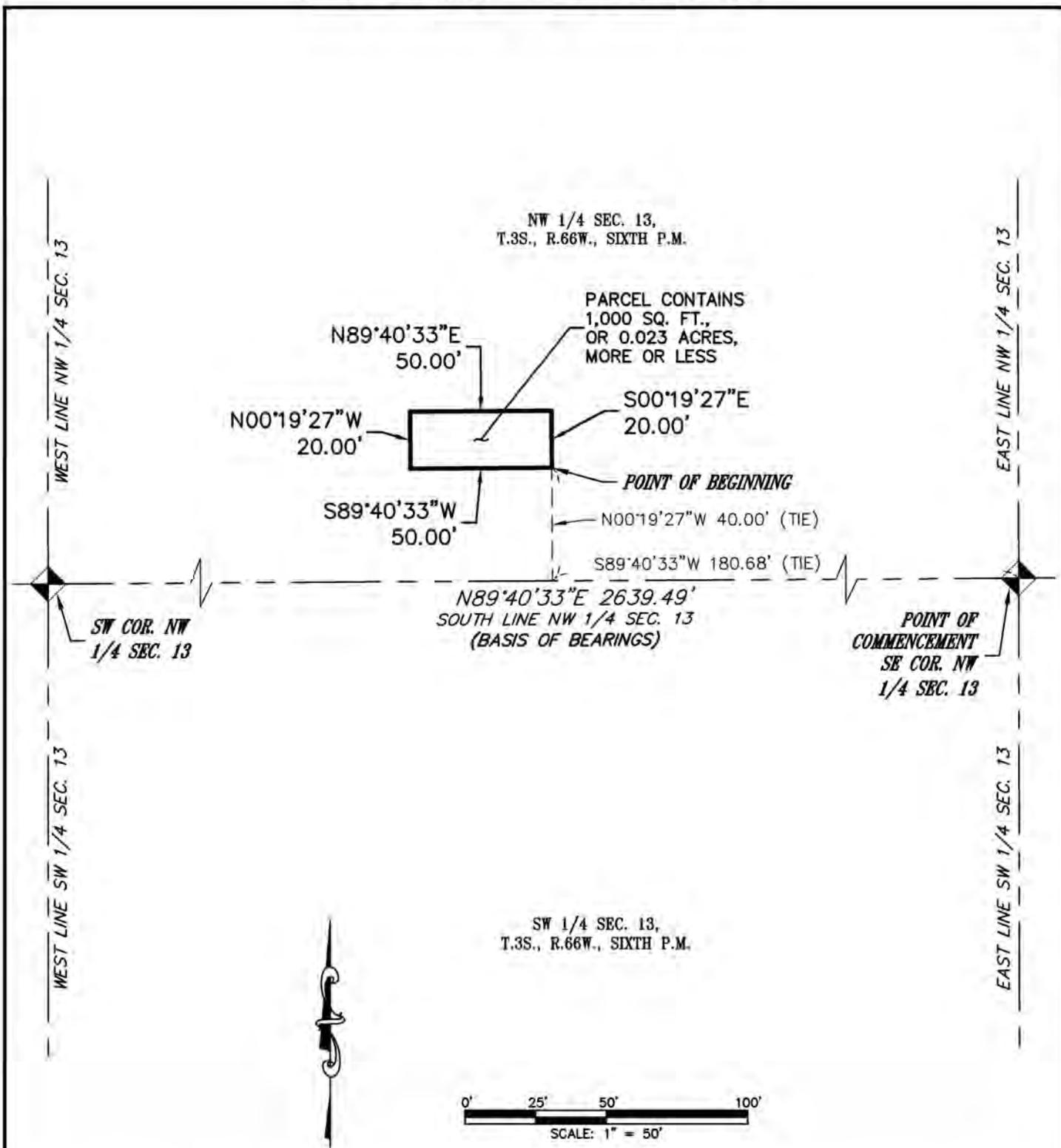
AZTEC
CONSULTANTS, INC.

300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 1
 NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
 ADAMS COUNTY, COLORADO

JOB NUMBER 19320-19 2 OF 2 SHEETS

Green Valley Ranch East Metropolitan District No. 12
Initial Boundaries



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Draw\EDH
DWG NAME: AURORA 310 DIR PAR 2
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'



300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

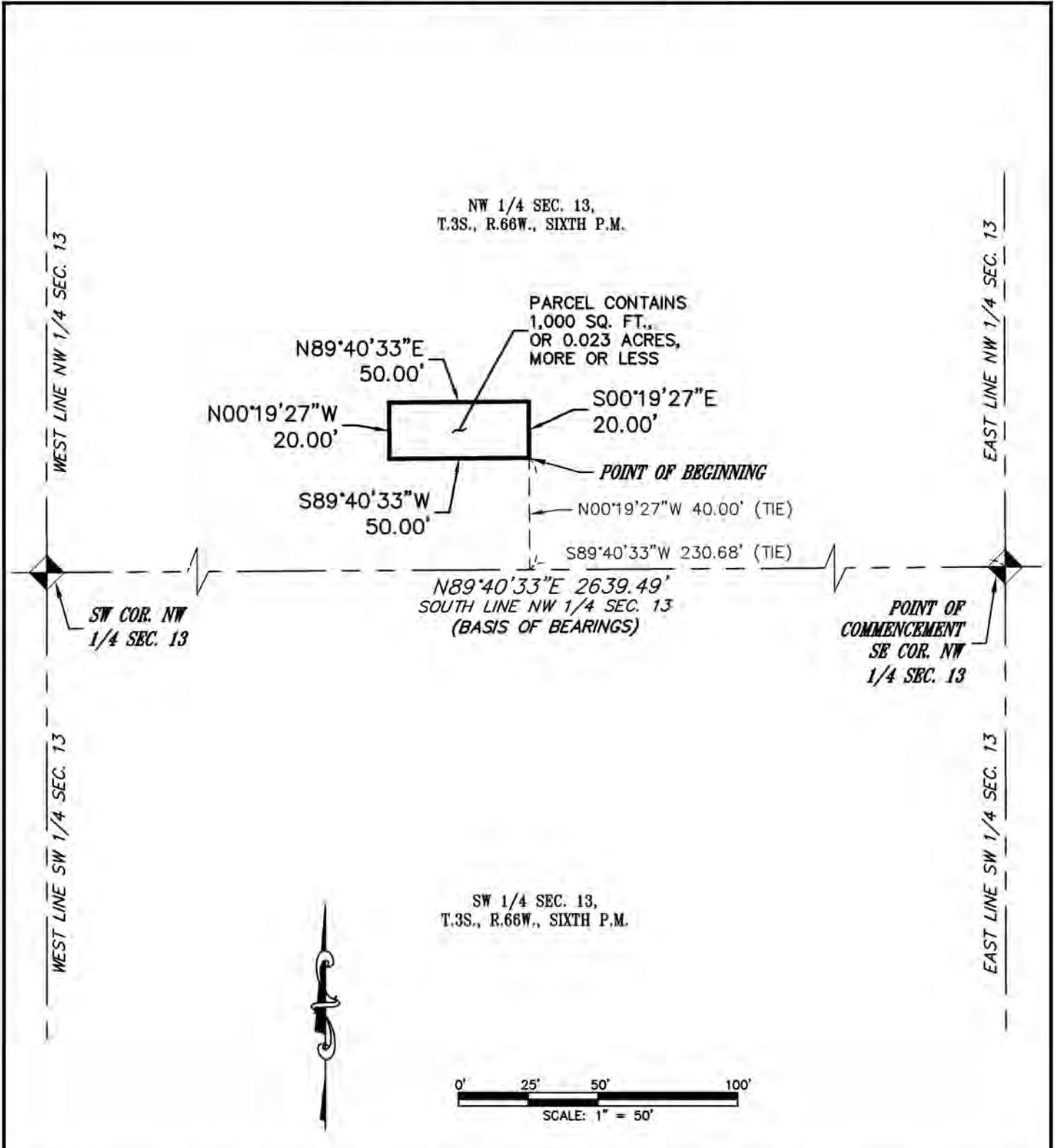
DIRECTOR PARCEL 2
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO

JOB NUMBER 19320-19

2 OF 2 SHEETS

Green Valley Ranch East Metropolitan District No. 13
Initial Boundaries

ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Draw\ED1
DWG NAME: AURORA 310 DIR PAR 3
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

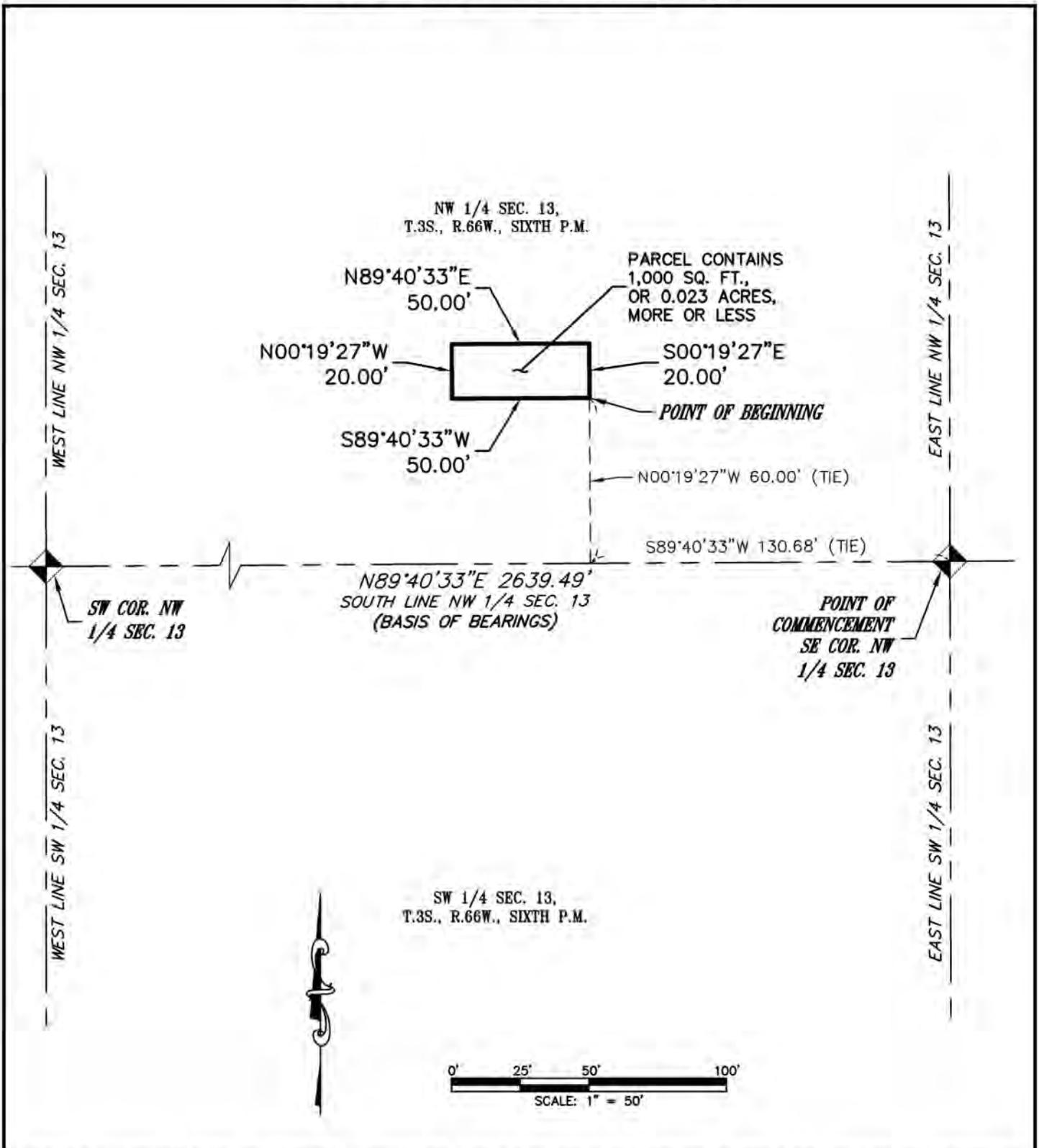
AZTEC
CONSULTANTS, INC.

300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 3
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO

JOB NUMBER 19320-19 2 OF 2 SHEETS

ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Draw\EDH
 DWG NAME: AURORA 310 DIR PAR 4
 DWG: RDS CHK: JRW
 DATE: 04/28/2022
 SCALE: 1" = 50'

AZTEC
 CONSULTANTS, INC.

300 East Mineral Ave.
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 4
 NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
 ADAMS COUNTY, COLORADO
 JOB NUMBER 19320-19 2 OF 2 SHEETS

ORDINANCE NO. 2022-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICTS

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Consolidated Second Amended and Restated Service Plan (the "Consolidated Second Amended and Restated Service Plan") for Green Valley Ranch East Metropolitan District Nos. 6-14 (the "Districts") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, the City Council previously approved the Service Plan (the "Original Service Plan") for the Green Valley Ranch East Metropolitan District Nos. 6-8 ("Districts 6-8") on August 6, 2004; and

WHEREAS, on October 16, 2017, the City approved the Consolidated First Amended and Restated Service Plan ("First Amended Service Plan") for District 6-8, which modified, replaced, restated, and superseded the Original Service Plan in its entirety.

WHEREAS, the City, Adams County and the Districts worked together to organize the Aerotropolis Regional Transportation Authority ("ARTA"); and

WHEREAS, ARTA's boundaries overlap all the inclusion area for multiple districts as well as additional districts proposed contemporaneously with the Consolidated Second Amended and Restated Service Plan; and

WHEREAS, the Aurora Regional Improvement mill levy as defined in Section 122-26 of the City Code and imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, it has been determined that the imposition of the ARI mills as defined by City Code §122-26 is not sufficient to provide the bonding capacity necessary to fund the improvements within the District's boundaries; and

WHEREAS, the intent of the City, Adams County and the District was to assure that five (5) mills, as adjusted, would be available from the inclusion area property tax base, to support the financing of the regional improvements that were the responsibility of ARTA to construct; and

WHEREAS, the Model Service Plan language regarding the ARI Mill Levy was modified in the Amended Service Plan to reflect the anticipated organization of ARTA, to allow for a five (5) mill, as Adjusted, ARI Mill Levy, that would be reduced by any ARTA mill levy; and

WHEREAS, this Consolidated Second Amended and Restated Service Plan provides for six additional districts, Green Valley Ranch East Metropolitan District Nos. 9-14 which together with Districts 6-8 are necessary to serve the project; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Consolidated Second Amended, Restated Service Plan for the Districts; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Consolidated Second Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Consolidated Second Amended and Restated Service Plan should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Consolidated Second Amended and Restated Service Plan for the Districts has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Consolidated Second Amended and Restated Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
- b. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

- c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;
- f. The facility and service standards of the Districts is compatible with the facility and service standards of the City;
- g. The proposed Consolidated Second Amended and Restated Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Consolidated Second Amended and Restated Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and
- i. The Consolidated Second Amended and Restated Service Plan is in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Consolidated Second Amended and Restated Service Plan for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan applies only to Green Valley Ranch East Metropolitan District Nos. 6-14. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 5. The Districts shall not be authorized to incur any bonded indebtedness under the Consolidated Second Amended and Restated Service Plan until such time as the District has approved and executed the Intergovernmental Agreement.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.

Section 7. A certified copy of this ordinance shall be submitted to the District for the purpose of filing in the District Court of Adams County.

Section 8. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 9. Future amendments to the Intergovernmental Agreement Between the City and the Districts as well as amendments to the Consolidated Second Amended and Restated

Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

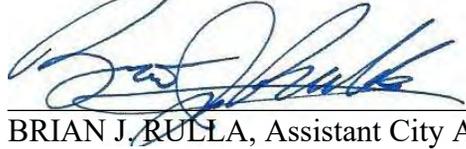
PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Gun Club at Windler Street Vacation
Item Initiator: Ariana Muca, Planner I
Staff Source/Legal Source: Ariana Muca, Planner I; Daniel L. Money, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/8/2022

ITEM DETAILS:

FOR CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE PUBLIC RIGHT-OF-WAY FOR A PORTION OF GUN CLUB ROAD, WHICH RUNS SOUTH TO NORTH THROUGH SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (GUN CLUB ROAD AT WINDLER RIGHT-OF-WAY VACATION)

Ariana Muca, Planner I / Daniel L. Money, Senior Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

This is a request to vacate a segment of street right-of-way of Gun Club Road. Street vacations are not subject to Planning Commission review and are directly the responsibility of the City Council.

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

The applicant, GVP Windler, LLC., proposes to vacate a segment of Gun Club Road located east of E-470 Highway between 56th Avenue and 48th Avenue. The street vacation request is part of a plan to facilitate development for the Windler Master Plan.

The owner, GVP Windler, LLC desires to replace the existing curved alignment with a straighter alignment for Gun Club Road and rename the street to Denali Boulevard, consistent with "The Aurora Highlands" to the south. The existing right-of-way segment is currently unpaved but has a water line. The plans for the proposed Denali Boulevard have already been submitted to the City for review. See the attached ordinance for the legal descriptions and illustrations of the right-of-way to be vacated.

The proposed right-of-way vacation meets the criteria found in Section 146-5.4.2.B.3.C for a street right-of-way vacation because it will not restrict access to any parcels and will not reduce the quality of public service to any adjacent property. The proposal maintains an important direct and continuous connection between two arterials. The proposed right-of-way vacation will allow for a more cohesive design and allow development as approved.

Therefore, staff recommends approval of the right-of-way vacation.

QUESTIONS FOR COUNCIL

Does Council wish to approve the ordinance?

LEGAL COMMENTS

The City Council may approve a public right-of-way vacation if it finds that the requested vacation will not:

1. Create any landlocked parcels;
2. Restrict access to any parcel so that access is unreasonable or economically prohibitive;
3. Vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity);
4. Reduce the quality of public services to any property; or
5. Be inconsistent with any transportation plan adopted by the City.

(City Code Sec. 146-5.4.2.B.3.C) (Money)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Type explanation here or enter N/A if no public financial impact.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Type explanation here or enter N/A if no private fiscal impact.

May 3, 2022



Ariana Muca, PLA
Planning and Development Services
15151 E. Alameda Parkway
Aurora, Colorado 80012

Gun (TYP)

Re: ~~Gunn~~ Club Right of Way Vacation – Letter of Introduction

Ms. Muca,

This letter serves as an introduction for the vacation of City owned right of way which runs South to North through Section 18, Township 3 South, Range 65 West. This strip of right of way was dedicated to the City through warranty deeds recorded through Reception Numbers: 2007000079865 and 2007000085459. The right of way alignment, tentatively known as an extension of Gunn Club Road, is a hinderance for the current owner and their desire to develop the property under the moniker of Windler Subdivision.

The owner, GVP Windler, LLC desires a new alignment for the main South/North roadway and plans to replace Gunn Club Road with the proposed Denali Boulevard. This process has begun and the ISP for proposed Denali Boulevard and the corresponding plat have already been submitted to the City for review. Olsson would like to initiate the vacation process so it may run concurrently with the ISP and plat review.

Olsson is aware of the current infrastructure that has been built within the Gunn Club right of way and is planning to move the existing water line to the new Denali alignment. Olsson also understands the City will require a utility and access easement to cover the existing waterline until it is able to be moved to within the Denali right of way.

The vacation of Gunn Club Road through Section 18 will not affect anyone other than the owner and the City. The right of way is surrounded by the current owner, GVP Windler, LLC and it's South and North terminus intersects, 48th Avenue and 56th Avenue.

Regards,

A handwritten signature in blue ink, appearing to read "Eli Donaldson".

Eli Donaldson, PLS
Project Manager - Olsson

EXHIBIT A

A utility easement of varying width situated within Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado and being more particularly described as follows:

BEGIN at the southeast corner of the Southwest quarter of said Section 18; thence along the South line of said southeast quarter, South 89° 08' 09" West for 94.00 feet; thence leaving said South line, North 00° 51' 43" West for 72.00 feet to a curve to the left, having a radius of 25.00 feet, a central angle of 91° 06' 57", a chord bearing of North 45° 05' 27" East and a chord distance of 35.70 feet; thence along the arc of said curve 39.76 feet; thence, North 00° 51' 55" West for 129.79 feet; thence, North 03° 53' 54" East for 144.50 feet; thence, North 00° 51' 55" West for 93.27 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 52° 28' 07", a chord bearing of North 27° 05' 59" West and a chord distance of 793.91 feet; thence along the arc of said curve 822.34 feet; thence, North 53° 20' 03" West for 336.97 feet to a curve to the right, having a radius of 1012.00 feet, a central angle of 31° 59' 32", a chord bearing of North 37° 20' 17" West and a chord distance of 557.76 feet; thence along the arc of said curve 565.07 feet; thence, North 21° 20' 30" West for 750.60 feet to a curve to the right, having a radius of 1012.00 feet, a central angle of 72° 08' 52", a chord bearing of North 14° 43' 56" East and a chord distance of 1191.79 feet; thence along the arc of said curve 1274.33 feet; thence, North 51° 12' 41" East for 769.47 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 34° 15' 37", a chord bearing of North 34° 05' 00" East and a chord distance of 529.00 feet; thence along the arc of said curve 536.96 feet, to a curve to the left, having a radius of 780.00 feet, a central angle of 20° 18' 07", a chord bearing of North 06° 48' 08" East and a chord distance of 274.94 feet; thence along the arc of said curve 276.38 feet; thence, North 06° 09' 37" West for 139.05 feet; thence, North 01° 23' 48" West for 180.30 feet to a curve to the left, having a radius of 25.00 feet, a central angle of 89° 16' 19", a chord bearing of North 46° 02' 03" West and a chord distance of 35.13 feet; thence along the arc of said curve 38.95 feet; thence, North 01° 23' 48" West for 84.12 feet to a point on the North line of the northwest quarter of said Section 18; thence along said North line, North 89° 19' 43" East for 99.14 feet to the northeast corner of said northwest quarter; thence leaving said North line, run along the East line of the West half of said Section 18, South 00° 14' 34" East for 29.94 feet; thence leaving said East line, North 88° 36' 13" East for 100.52 feet; thence, South 01° 29' 57" East for 42.06 feet to a curve to the left, having a radius of 25.00 feet, a central angle of 89° 49' 55", a chord bearing of South 43° 40' 45" West and a chord distance of 35.30 feet; thence along the arc of said curve 39.20 feet; thence, South 01° 23' 44" East for 129.79 feet; thence, South 03° 22' 05" West for 145.81 feet to a curve to the right, having a radius of 1324.00 feet, a central angle of 10° 31' 16", a chord bearing of South 04° 35' 56" West and a chord distance of 242.78 feet; thence along the arc of said curve 243.12 feet, to a curve to the right, having a radius of 1012.00 feet, a central angle of 41° 21' 18", a chord bearing of South 30° 32' 12" West and a chord distance of 714.69 feet; thence along the arc of said curve 730.44 feet; thence, South 51° 12' 51" West for 762.29 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 72° 33' 18", a chord bearing of South 14° 56' 13" West and a chord distance of 1062.69 feet; thence along the arc of said curve 1137.16 feet; thence, South 21° 20' 26" East for 750.60 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 31° 59' 33", a chord bearing of South 37° 20' 12" East and a chord distance of 494.93 feet; thence along the arc of said curve 501.42 feet; thence, South 53° 19' 59" East for 336.97 feet to a curve to the right, having a radius of 1012.00 feet, a central angle of 39° 29' 28", a chord bearing of South 33° 35' 14" East and a chord distance of 683.80 feet; thence along the arc of said curve 697.52 feet; thence, South 76° 09' 29" West for 57.01 feet to a curve to the right, having a radius of 955.00 feet, a central angle of 12° 58' 40", a chord bearing of South 07° 21' 15" East and a chord distance of 215.85 feet; thence along the arc of said curve 216.31 feet; thence South 00° 51' 55" East for 464.06 feet to the POINT OF BEGINNING.

Said lands contain 687,691 Square Feet, which equates to 15.787 Acres, more or less.

The basis of bearings are grid and based within the Colorado Coordinate System of 1983, Central Zone. The bearing of the line between the South quarter corner of Section 18, being a 2.5" ALUMINUM CAP AND ROD STAMPED "T3S R65W S18/S19 1/4 2021 LS 38058" and the North quarter corner of Section 18, being a 2.5" ALUMINUM CAP AND ROD STAMPED "T3S R65W S7/S18 1/4 LS 38058" is North 00° 14' 34" West, for 5,287.50 feet.



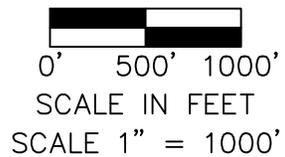
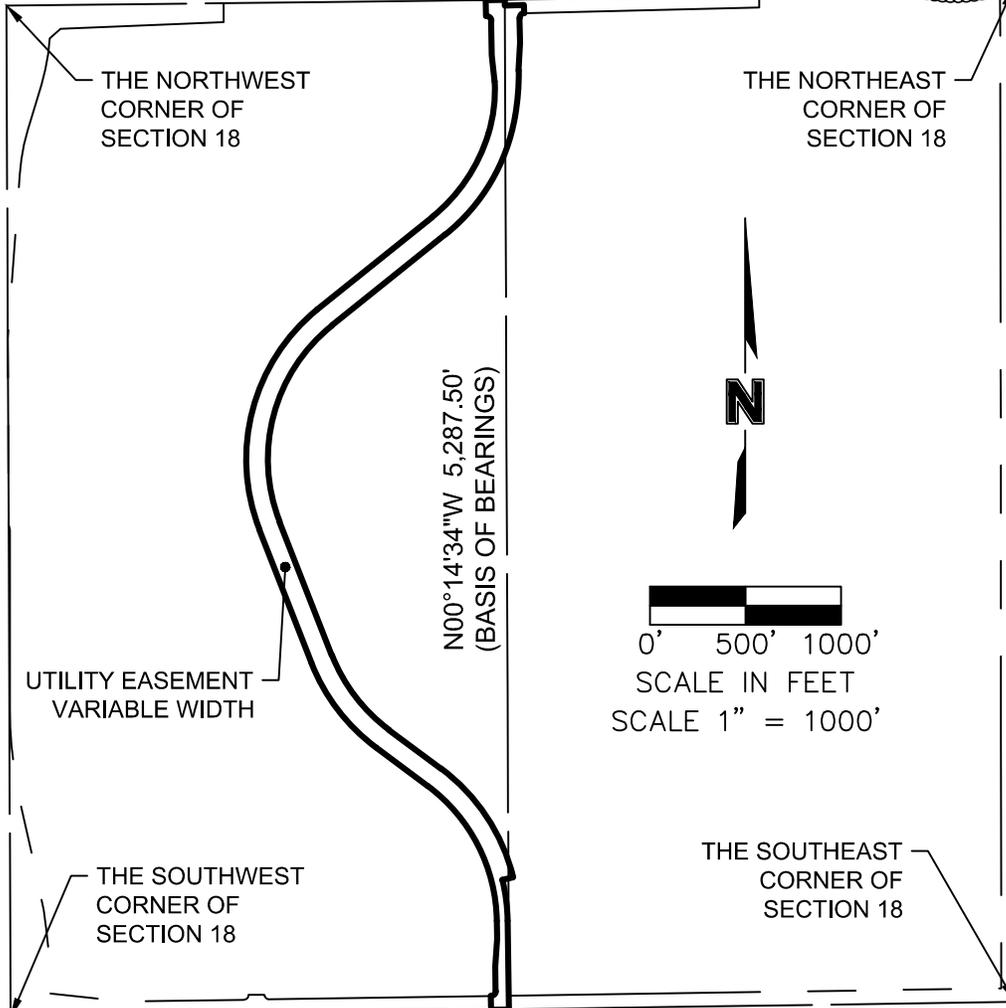
Eli Donaldson, PLS 38755
OLSSON
1525 Raleigh Street, Suite 400
Denver, CO 80204

ILLUSTRATION FOR
EXHIBIT A



THE NORTH QUARTER CORNER
OF SECTION 18, TWP. 3 S, RNG. 65 W
FOUND 2.5" ALUMINUM CAP AND ROD
STAMPED "T3S R65W S7/S18 1/4 LS 38058"

E 56TH AVENUE



POINT OF BEGINNING
THE SOUTH QUARTER CORNER OF
SECTION 18, TWP. 3 S, RNG. 65 W
FOUND 2.5" ALUMINUM CAP ON A ROD
STAMPED "T3S R65W S18/S19 1/4 2021 LS 38058"

Sheet 2 of 4

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST 1/2 OF SECTION 18, T3S, R65W, 6TH P.M., BEING N00°14'34"W
THE ABOVE DESCRIBED PARCEL CONTAINS 687,691 SQUARE FEET (15.787 ACRES) MORE OR LESS.

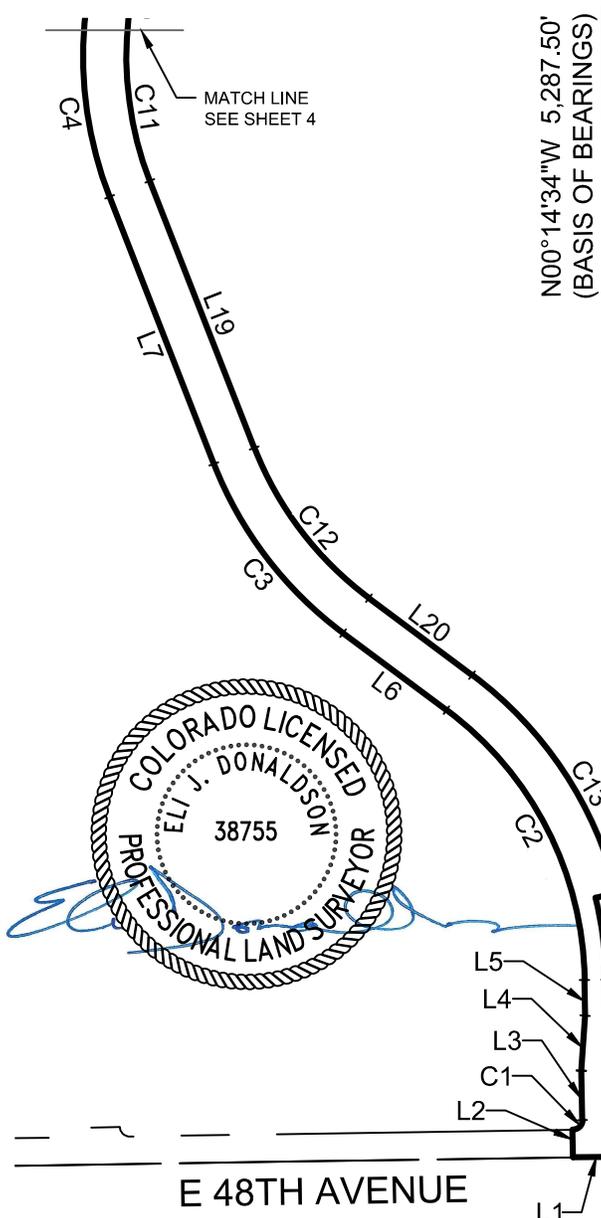
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A utility easement situated in Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado

DRAWN BY: EJD/DMW	SCALE: 1" = 1000'	R.O.W. FILE NUMBER N/A
CHECKED BY: EJD	DATE: 06-22-2022	JOB NUMBER: 021-02235

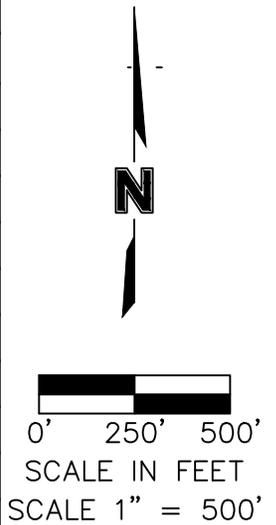
ILLUSTRATION FOR EXHIBIT A



N00°14'34"W 5,287.50'
(BASIS OF BEARINGS)

Curve Table					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C1	25.00'	91°06'57"	N45°05'27"E	35.70'	39.76'
C2	898.00'	52°28'07"	N27°05'59"W	793.91'	822.34'
C3	1012.00'	31°59'32"	N37°20'17"W	557.76'	565.07'
C4	1012.00'	72°08'52"	N14°43'56"E	1191.79'	1274.33'
C11	898.00'	72°33'18"	S14°56'13"W	1062.69'	1137.16'
C12	898.00'	31°59'33"	S37°20'12"E	494.93'	501.42'
C13	1012.00'	39°29'28"	S33°35'14"E	683.80'	697.52'
C14	955.00'	12°58'40"	S07°21'15"E	215.85'	216.31'

Line Table		
#	Direction	Length
L1	S89°08'09"W	94.00'
L2	N00°51'43"W	72.00'
L3	N00°51'55"W	129.79'
L4	N03°53'54"E	144.50'
L5	N00°51'55"W	93.27'
L6	N53°20'03"W	336.97'
L7	N21°20'30"W	750.60'
L19	S21°20'26"E	750.60'
L20	S53°19'59"E	336.97'
L21	S76°09'29"W	57.01'
L22	S00°51'55"E	464.06'



E 48TH AVENUE

POINT OF BEGINNING
THE SOUTH QUARTER CORNER OF SECTION 18, TWP. 3 S, RNG. 65 W
FOUND 2.5" ALUMINUM CAP ON A ROD
STAMPED "T3S R65W S18/S19 1/4 2021 LS 38058"

Sheet 3 of 4

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST 1/2 OF SECTION 18, T3S, R65W, 6TH P.M., BEING N00°14'34"W
THE ABOVE DESCRIBED PARCEL CONTAINS 687,691 SQUARE FEET (15.787 ACRES) MORE OR LESS.

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

CITY OF AURORA, COLORADO

A utility easement situated in Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado

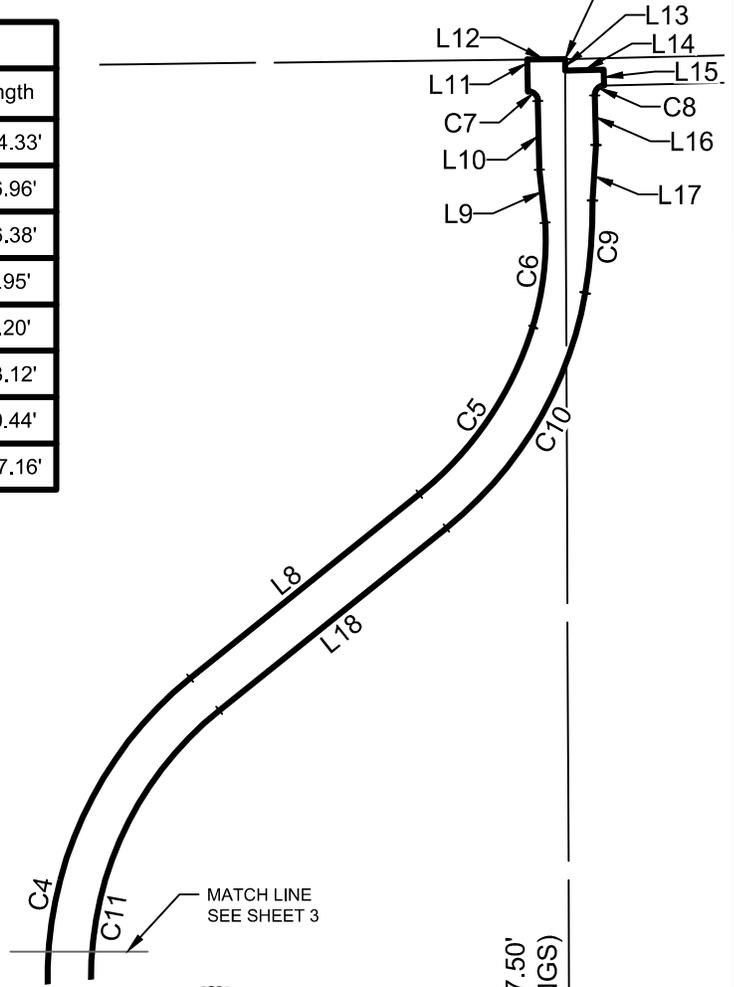
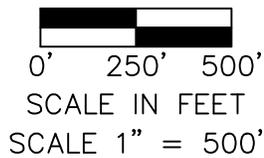
DRAWN BY: EJD/DMW	SCALE: 1" = 500'	R.O.W. FILE NUMBER N/A
CHECKED BY: EJD	DATE: 06-22-2022	JOB NUMBER: 021-02235

ILLUSTRATION FOR EXHIBIT A

THE NORTH QUARTER CORNER
OF SECTION 18, TWP. 3 S, RNG. 65 W
FOUND 2.5" ALUMINUM CAP AND ROD
STAMPED "T3S R65W S7/S18 1/4 LS 38058"

Curve Table					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C4	1012.00'	72°08'52"	N14°43'56"E	1191.79'	1274.33'
C5	898.00'	34°15'37"	N34°05'00"E	529.00'	536.96'
C6	780.00'	20°18'07"	N06°48'08"E	274.94'	276.38'
C7	25.00'	89°16'19"	N46°02'03"W	35.13'	38.95'
C8	25.00'	89°49'55"	S43°40'45"W	35.30'	39.20'
C9	1324.00'	10°31'16"	S04°35'56"W	242.78'	243.12'
C10	1012.00'	41°21'18"	S30°32'12"W	714.69'	730.44'
C11	898.00'	72°33'18"	S14°56'13"W	1062.69'	1137.16'

Line Table		
#	Direction	Length
L8	N51°12'41"E	769.47'
L9	N06°09'37"W	139.05'
L10	N01°23'48"W	180.30'
L11	N01°23'48"W	84.12'
L12	S89°19'43"W	99.14'
L13	S00°14'34"E	29.94'
L14	N88°36'13"E	100.52'
L15	S01°29'57"E	42.06'
L16	S01°23'44"E	129.79'
L17	S03°22'05"W	145.81'
L18	S51°12'51"W	762.29'



Sheet 4 of 4

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST 1/2 OF SECTION 18, T3S, R65W, 6TH P.M., BEING N00°14'34"W
THE ABOVE DESCRIBED PARCEL CONTAINS 687,691 SQUARE FEET (15.787 ACRES) MORE OR LESS.

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

CITY OF AURORA, COLORADO

A utility easement situated in Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado

DRAWN BY: EJD/DMW	SCALE: 1" = 500'	R.O.W. FILE NUMBER N/A
CHECKED BY: EJD	DATE: 06-22-2022	JOB NUMBER: 021-02235

EXHIBIT A

A parcel of land being a portion of City of Aurora right of way as described within the warranty deed recorded at Reception 2007000085459, and the entirety of City of Aurora right of way as described within the warranty deed recorded at Reception 2007000079865, which shall be vacated and is located within Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado and being more particularly described as follows:

BEGIN at the southeast corner of the Southwest quarter of said Section 18; thence along the South line of said southeast quarter, South 89° 08' 09" West for 94.00 feet; thence leaving said South line, North 00° 51' 43" West for 72.00 feet to a curve to the left, having a radius of 25.00 feet, a central angle of 91° 06' 57", a chord bearing of North 45° 05' 27" East and a chord distance of 35.70 feet; thence along the arc of said curve 39.76 feet; thence, North 00° 51' 55" West for 129.79 feet; thence, North 03° 53' 54" East for 144.50 feet; thence, North 00° 51' 55" West for 93.27 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 52° 28' 07", a chord bearing of North 27° 05' 59" West and a chord distance of 793.91 feet; thence along the arc of said curve 822.34 feet; thence, North 53° 20' 03" West for 336.97 feet to a curve to the right, having a radius of 1012.00 feet, a central angle of 31° 59' 32", a chord bearing of North 37° 20' 17" West and a chord distance of 557.76 feet; thence along the arc of said curve 565.07 feet; thence, North 21° 20' 30" West for 750.60 feet to a curve to the right, having a radius of 1012.00 feet, a central angle of 72° 08' 52", a chord bearing of North 14° 43' 56" East and a chord distance of 1191.79 feet; thence along the arc of said curve 1274.33 feet; thence, North 51° 12' 41" East for 769.47 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 34° 15' 37", a chord bearing of North 34° 05' 00" East and a chord distance of 529.00 feet; thence along the arc of said curve 536.96 feet, to a curve to the left, having a radius of 780.00 feet, a central angle of 20° 18' 07", a chord bearing of North 06° 48' 08" East and a chord distance of 274.94 feet; thence along the arc of said curve 276.38 feet; thence, North 06° 09' 37" West for 139.05 feet; thence, North 01° 23' 48" West for 180.30 feet to a curve to the left, having a radius of 25.00 feet, a central angle of 89° 16' 19", a chord bearing of North 46° 02' 03" West and a chord distance of 35.13 feet; thence along the arc of said curve 38.95 feet; thence, North 01° 23' 48" West for 84.12 feet to a point on the North line of the northwest quarter of said Section 18; thence along said North line, North 89° 19' 43" East for 99.14 feet to the northeast corner of said northwest quarter; thence leaving said North line, run along the East line of the West half of said Section 18, South 00° 14' 34" East for 29.94 feet; thence leaving said East line, North 88° 36' 13" East for 100.52 feet; thence, South 01° 29' 57" East for 42.06 feet to a curve to the left, having a radius of 25.00 feet, a central angle of 89° 49' 55", a chord bearing of South 43° 40' 45" West and a chord distance of 35.30 feet; thence along the arc of said curve 39.20 feet; thence, South 01° 23' 44" East for 129.79 feet; thence, South 03° 22' 05" West for 145.81 feet to a curve to the right, having a radius of 1324.00 feet, a central angle of 10° 31' 16", a chord bearing of South 04° 35' 56" West and a chord distance of 242.78 feet; thence along the arc of said curve 243.12 feet, to a curve to the right, having a radius of 1012.00 feet, a central angle of 41° 21' 18", a chord bearing of South 30° 32' 12" West and a chord distance of 714.69 feet; thence along the arc of said curve 730.44 feet; thence, South 51° 12' 51" West for 762.29 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 72° 33' 18", a chord bearing of South 14° 56' 13" West and a chord distance of 1062.69 feet; thence along the arc of said curve 1137.16 feet; thence, South 21° 20' 26" East for 750.60 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 31° 59' 33", a chord bearing of South 37° 20' 12" East and a chord distance of 494.93 feet; thence along the arc of said curve 501.42 feet; thence, South 53° 19' 59" East for 336.97 feet to a curve to the right, having a radius of 1012.00 feet, a central angle of 39° 29' 28", a chord bearing of South 33° 35' 14" East and a chord distance of 683.80 feet; thence along the arc of said curve 697.52 feet; thence, South 76° 09' 29" West for 57.01 feet to a curve to the right, having a radius of 955.00 feet, a central angle of 12° 58' 40", a chord bearing of South 07° 21' 15" East and a chord distance of 215.85 feet; thence along the arc of said curve 216.31 feet; thence South 00° 51' 55" East for 464.06 feet to the POINT OF BEGINNING.

Said lands contain 687,691 Square Feet, which equates to 15.787 Acres, more or less.

The basis of bearings are grid and based within the Colorado Coordinate System of 1983, Central Zone. The bearing of the line between the South quarter corner of Section 18, being a 2.5" ALUMINUM CAP AND ROD STAMPED "T3S R65W S18/S19 1/4 2021 LS 38058" and the North quarter corner of Section 18, being a 2.5" ALUMINUM CAP AND ROD STAMPED "T3S R65W S7/S18 1/4 LS 38058" is North 00° 14' 34" West, for 5,287.50 feet.



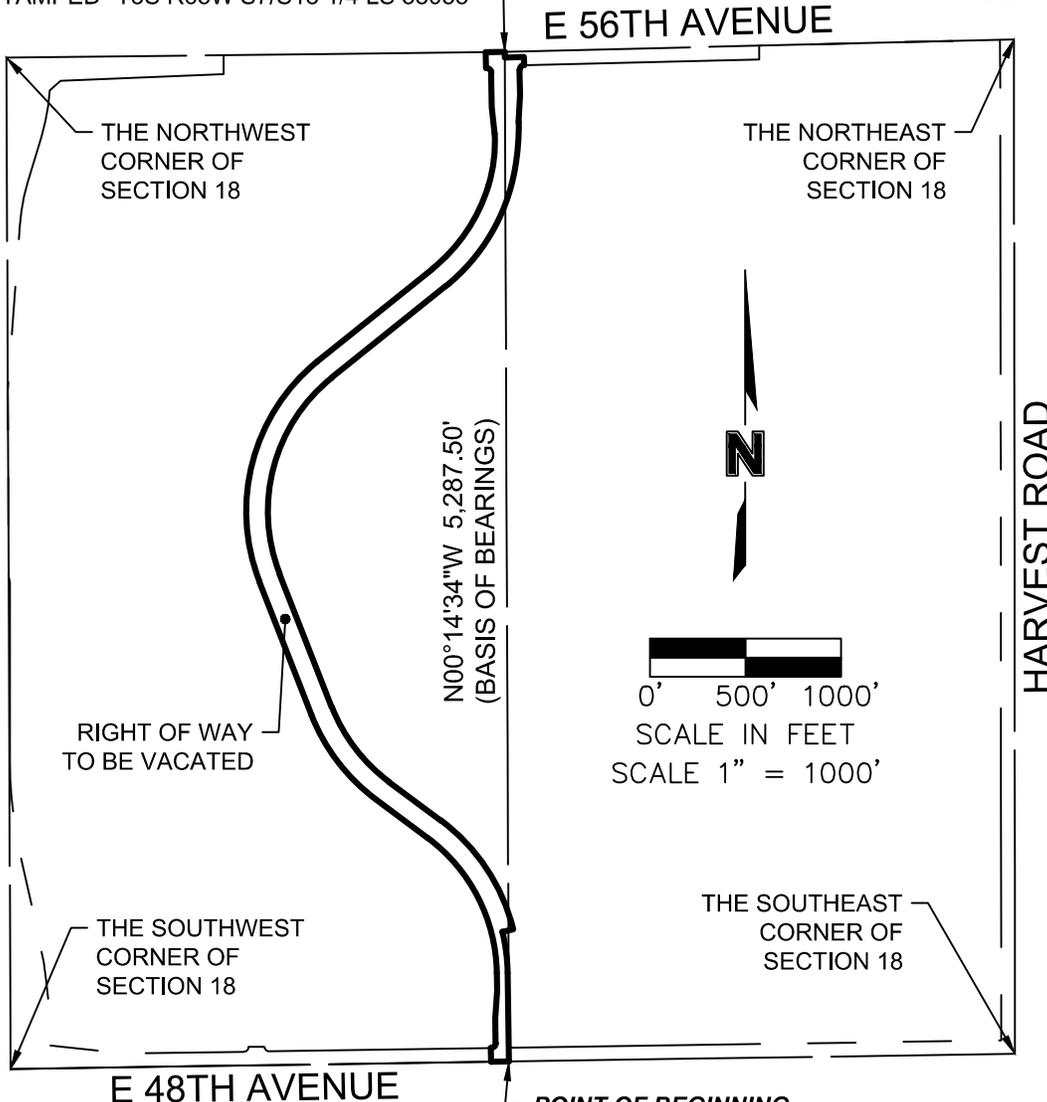
Eli Donaldson, PLS 38755
OLSSON
1525 Raleigh Street, Suite 400
Denver, CO 80204

ILLUSTRATION FOR
EXHIBIT A



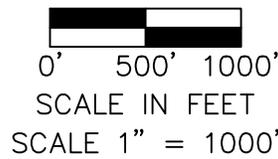
THE NORTH QUARTER CORNER
OF SECTION 18, TWP. 3 S, RNG. 65 W
FOUND 2.5" ALUMINUM CAP AND ROD
STAMPED "T3S R65W S7/S18 1/4 LS 38058"

E-470



RIGHT OF WAY
TO BE VACATED

N00°14'34"W 5,287.50'
(BASIS OF BEARINGS)



E 48TH AVENUE

POINT OF BEGINNING

THE SOUTH QUARTER CORNER OF
SECTION 18, TWP. 3 S, RNG. 65 W
FOUND 2.5" ALUMINUM CAP ON A ROD
STAMPED "T3S R65W S18/S19 1/4 2021 LS 38058"

Sheet 2 of 4

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST 1/2 OF SECTION 18, T3S, R65W, 6TH P.M., BEING N00°14'34"W
THE ABOVE DESCRIBED PARCEL CONTAINS 687,691 SQUARE FEET (15.787 ACRES) MORE OR LESS.

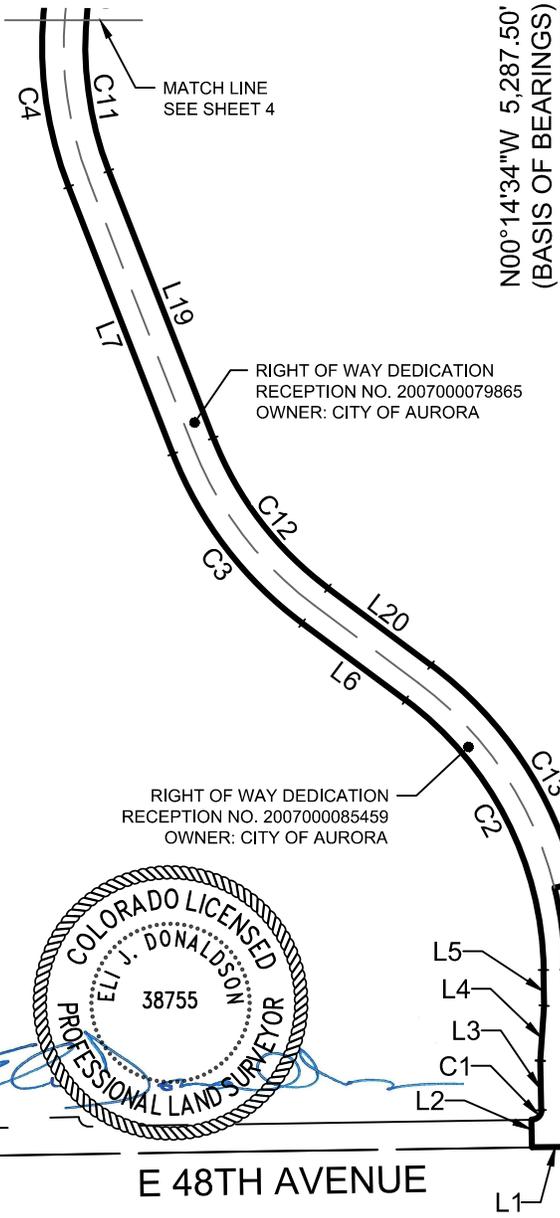
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A parcel of land being located in Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado

DRAWN BY: EJD/DMW	SCALE: 1" = 1000'	R.O.W. FILE NUMBER N/A
CHECKED BY: EJD	DATE: 06-22-2022	JOB NUMBER: 021-02235

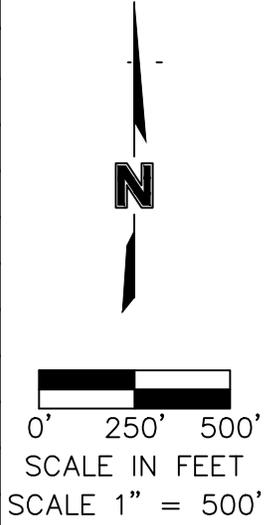
ILLUSTRATION FOR EXHIBIT A



N00°14'34"W 5,287.50'
(BASIS OF BEARINGS)

Curve Table					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C1	25.00'	91°06'57"	N45°05'27"E	35.70'	39.76'
C2	898.00'	52°28'07"	N27°05'59"W	793.91'	822.34'
C3	1012.00'	31°59'32"	N37°20'17"W	557.76'	565.07'
C4	1012.00'	72°08'52"	N14°43'56"E	1191.79'	1274.33'
C11	898.00'	72°33'18"	S14°56'13"W	1062.69'	1137.16'
C12	898.00'	31°59'33"	S37°20'12"E	494.93'	501.42'
C13	1012.00'	39°29'28"	S33°35'14"E	683.80'	697.52'
C14	955.00'	12°58'40"	S07°21'15"E	215.85'	216.31'

Line Table		
#	Direction	Length
L1	S89°08'09"W	94.00'
L2	N00°51'43"W	72.00'
L3	N00°51'55"W	129.79'
L4	N03°53'54"E	144.50'
L5	N00°51'55"W	93.27'
L6	N53°20'03"W	336.97'
L7	N21°20'30"W	750.60'
L19	S21°20'26"E	750.60'
L20	S53°19'59"E	336.97'
L21	S76°09'29"W	57.01'
L22	S00°51'55"E	464.06'



E 48TH AVENUE

POINT OF BEGINNING
THE SOUTH QUARTER CORNER OF
SECTION 18, TWP. 3 S, RNG. 65 W
FOUND 2.5" ALUMINUM CAP ON A ROD
STAMPED "T3S R65W S18/S19 1/4 2021 LS 38058"

Sheet 3 of 4

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST 1/2 OF SECTION 18, T3S, R65W, 6TH P.M., BEING N00°14'34"W
THE ABOVE DESCRIBED PARCEL CONTAINS 687,691 SQUARE FEET (15.787 ACRES) MORE OR LESS.
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

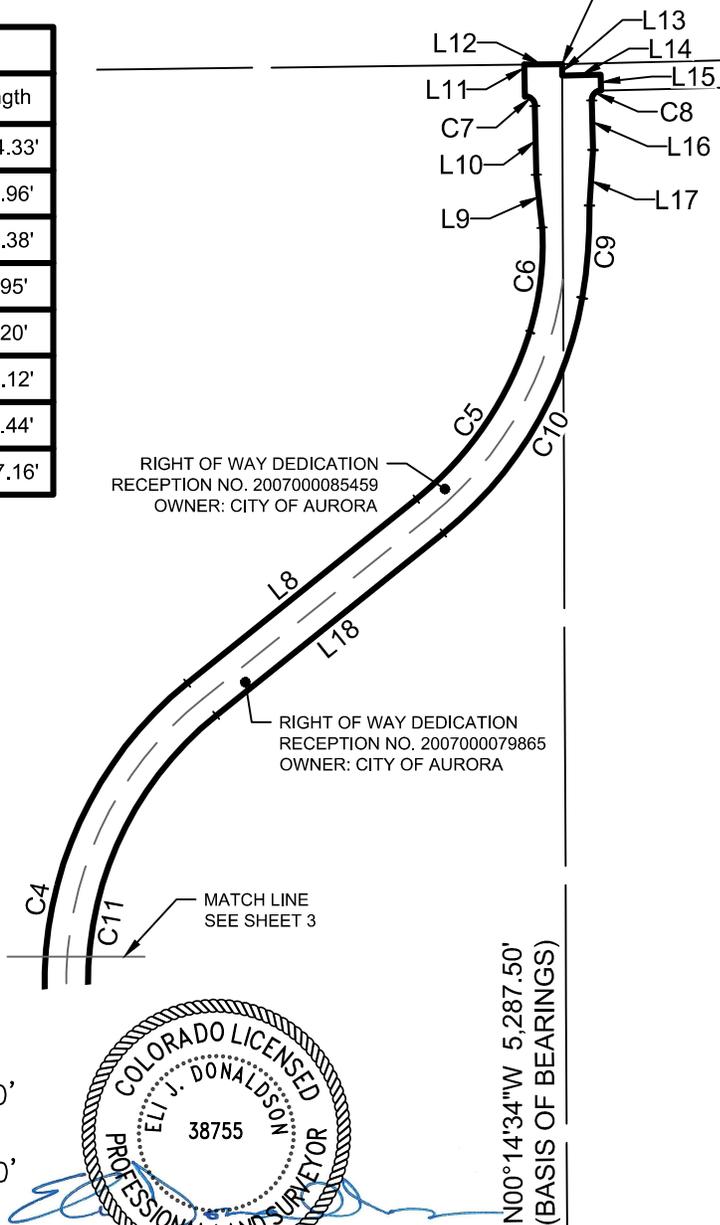
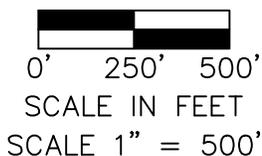
CITY OF AURORA, COLORADO			A parcel of land being located in Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado
DRAWN BY: EJD/DMW	SCALE: 1" = 500'	R.O.W. FILE NUMBER N/A	
CHECKED BY: EJD	DATE: 06-22-2022	JOB NUMBER: 021-02235	

ILLUSTRATION FOR EXHIBIT A

THE NORTH QUARTER CORNER
OF SECTION 18, TWP. 3 S, RNG. 65 W
FOUND 2.5" ALUMINUM CAP AND ROD
STAMPED "T3S R65W S7/S18 1/4 LS 38058"

Curve Table					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C4	1012.00'	72°08'52"	N14°43'56"E	1191.79'	1274.33'
C5	898.00'	34°15'37"	N34°05'00"E	529.00'	536.96'
C6	780.00'	20°18'07"	N06°48'08"E	274.94'	276.38'
C7	25.00'	89°16'19"	N46°02'03"W	35.13'	38.95'
C8	25.00'	89°49'55"	S43°40'45"W	35.30'	39.20'
C9	1324.00'	10°31'16"	S04°35'56"W	242.78'	243.12'
C10	1012.00'	41°21'18"	S30°32'12"W	714.69'	730.44'
C11	898.00'	72°33'18"	S14°56'13"W	1062.69'	1137.16'

Line Table		
#	Direction	Length
L8	N51°12'41"E	769.47'
L9	N06°09'37"W	139.05'
L10	N01°23'48"W	180.30'
L11	N01°23'48"W	84.12'
L12	S89°19'43"W	99.14'
L13	S00°14'34"E	29.94'
L14	N88°36'13"E	100.52'
L15	S01°29'57"E	42.06'
L16	S01°23'44"E	129.79'
L17	S03°22'05"W	145.81'
L18	S51°12'51"W	762.29'



Sheet 4 of 4

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST 1/2 OF SECTION 18, T3S, R65W, 6TH P.M., BEING N00°14'34"W
THE ABOVE DESCRIBED PARCEL CONTAINS 687,691 SQUARE FEET (15.787 ACRES) MORE OR LESS.
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			A parcel of land being located in Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado
DRAWN BY: EJD/DMW	SCALE: 1" = 500'	R.O.W. FILE NUMBER N/A	
CHECKED BY: EJD	DATE: 06-22-2022	JOB NUMBER: 021-02235	

ORDINANCE NO. 2022 - ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE PUBLIC RIGHT-OF-WAY FOR A PORTION OF GUN CLUB ROAD, WHICH RUNS SOUTH TO NORTH THROUGH SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (GUN CLUB ROAD AT WINDLER RIGHT-OF-WAY VACATION)

WHEREAS, the applicant has requested that the public right-of-way for a portion of Gun Club Road, running south to north through Section 18, Township 3 South, Range 65 West, City of Aurora, County of Adams, State of Colorado, be vacated by the City; and

WHEREAS, the City Council of the City of Aurora can vacate the public right-of-way, under City Code § 146-5.4.2.B.3.C, if they find that the requested vacation will not: create any landlocked parcels, restrict access to any parcel so that access is unreasonable or economically prohibitive, reduce the quality for public services to the property, or be inconsistent with any transportation plan adopted by the City; and

WHEREAS, the City Council has found the requested vacation to be consistent with the above Code criteria and will approve the right-of-way vacation.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The public right-of-way for a portion of Gun Club Road, running south to north through Section 18, Township 3 South, Range 65 West, City of Aurora, County of Adams, State of Colorado, more particularly described in Exhibit A, is hereby vacated.

Section 2. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the Office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Daniel L Money RLA

DANIEL L. MONEY, Senior Assistant City Attorney

EXHIBIT A

A parcel of land being a portion of City of Aurora right of way as described within the warranty deed recorded at Reception 2007000085459, and the entirety of City of Aurora right of way as described within the warranty deed recorded at Reception 2007000079865, which shall be vacated and is located within Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado and being more particularly described as follows:

BEGIN at the southeast corner of the Southwest quarter of said Section 18; thence along the South line of said southeast quarter, South 89° 08' 09" West for 94.00 feet; thence leaving said South line, North 00° 51' 43" West for 72.00 feet to a curve to the left, having a radius of 25.00 feet, a central angle of 91° 06' 57", a chord bearing of North 45° 05' 27" East and a chord distance of 35.70 feet; thence along the arc of said curve 39.76 feet; thence, North 00° 51' 55" West for 129.79 feet; thence, North 03° 53' 54" East for 144.50 feet; thence, North 00° 51' 55" West for 93.27 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 52° 28' 07", a chord bearing of North 27° 05' 59" West and a chord distance of 793.91 feet; thence along the arc of said curve 822.34 feet; thence, North 53° 20' 03" West for 336.97 feet to a curve to the right, having a radius of 1012.00 feet, a central angle of 31° 59' 32", a chord bearing of North 37° 20' 17" West and a chord distance of 557.76 feet; thence along the arc of said curve 565.07 feet; thence, North 21° 20' 30" West for 750.60 feet to a curve to the right, having a radius of 1012.00 feet, a central angle of 72° 08' 52", a chord bearing of North 14° 43' 56" East and a chord distance of 1191.79 feet; thence along the arc of said curve 1274.33 feet; thence, North 51° 12' 41" East for 769.47 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 34° 15' 37", a chord bearing of North 34° 05' 00" East and a chord distance of 529.00 feet; thence along the arc of said curve 536.96 feet, to a curve to the left, having a radius of 780.00 feet, a central angle of 20° 18' 07", a chord bearing of North 06° 48' 08" East and a chord distance of 274.94 feet; thence along the arc of said curve 276.38 feet; thence, North 06° 09' 37" West for 139.05 feet; thence, North 01° 23' 48" West for 180.30 feet to a curve to the left, having a radius of 25.00 feet, a central angle of 89° 16' 19", a chord bearing of North 46° 02' 03" West and a chord distance of 35.13 feet; thence along the arc of said curve 38.95 feet; thence, North 01° 23' 48" West for 84.12 feet to a point on the North line of the northwest quarter of said Section 18; thence along said North line, North 89° 19' 43" East for 99.14 feet to the northeast corner of said northwest quarter; thence leaving said North line, run along the East line of the West half of said Section 18, South 00° 14' 34" East for 29.94 feet; thence leaving said East line, North 88° 36' 13" East for 100.52 feet; thence, South 01° 29' 57" East for 42.06 feet to a curve to the left, having a radius of 25.00 feet, a central angle of 89° 49' 55", a chord bearing of South 43° 40' 45" West and a chord distance of 35.30 feet; thence along the arc of said curve 39.20 feet; thence, South 01° 23' 44" East for 129.79 feet; thence, South 03° 22' 05" West for 145.81 feet to a curve to the right, having a radius of 1324.00 feet, a central angle of 10° 31' 16", a chord bearing of South 04° 35' 56" West and a chord distance of 242.78 feet; thence along the arc of said curve 243.12 feet, to a curve to the right, having a radius of 1012.00 feet, a central angle of 41° 21' 18", a chord bearing of South 30° 32' 12" West and a chord distance of 714.69 feet; thence along the arc of said curve 730.44 feet; thence, South 51° 12' 51" West for 762.29 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 72° 33' 18", a chord bearing of South 14° 56' 13" West and a chord distance of 1062.69 feet; thence along the arc of said curve 1137.16 feet; thence, South 21° 20' 26" East for 750.60 feet to a curve to the left, having a radius of 898.00 feet, a central angle of 31° 59' 33", a chord bearing of South 37° 20' 12" East and a chord distance of 494.93 feet; thence along the arc of said curve 501.42 feet; thence, South 53° 19' 59" East for 336.97 feet to a curve to the right, having a radius of 1012.00 feet, a central angle of 39° 29' 28", a chord bearing of South 33° 35' 14" East and a chord distance of 683.80 feet; thence along the arc of said curve 697.52 feet; thence, South 76° 09' 29" West for 57.01 feet to a curve to the right, having a radius of 955.00 feet, a central angle of 12° 58' 40", a chord bearing of South 07° 21' 15" East and a chord distance of 215.85 feet; thence along the arc of said curve 216.31 feet; thence South 00° 51' 55" East for 464.06 feet to the POINT OF BEGINNING.

Said lands contain 687,691 Square Feet, which equates to 15.787 Acres, more or less.

The basis of bearings are grid and based within the Colorado Coordinate System of 1983, Central Zone. The bearing of the line between the South quarter corner of Section 18, being a 2.5" ALUMINUM CAP AND ROD STAMPED "T3S R65W S18/S19 1/4 2021 LS 38058" and the North quarter corner of Section 18, being a 2.5" ALUMINUM CAP AND ROD STAMPED "T3S R65W S7/S18 1/4 LS 38058" is North 00° 14' 34" West, for 5,287.50 feet.



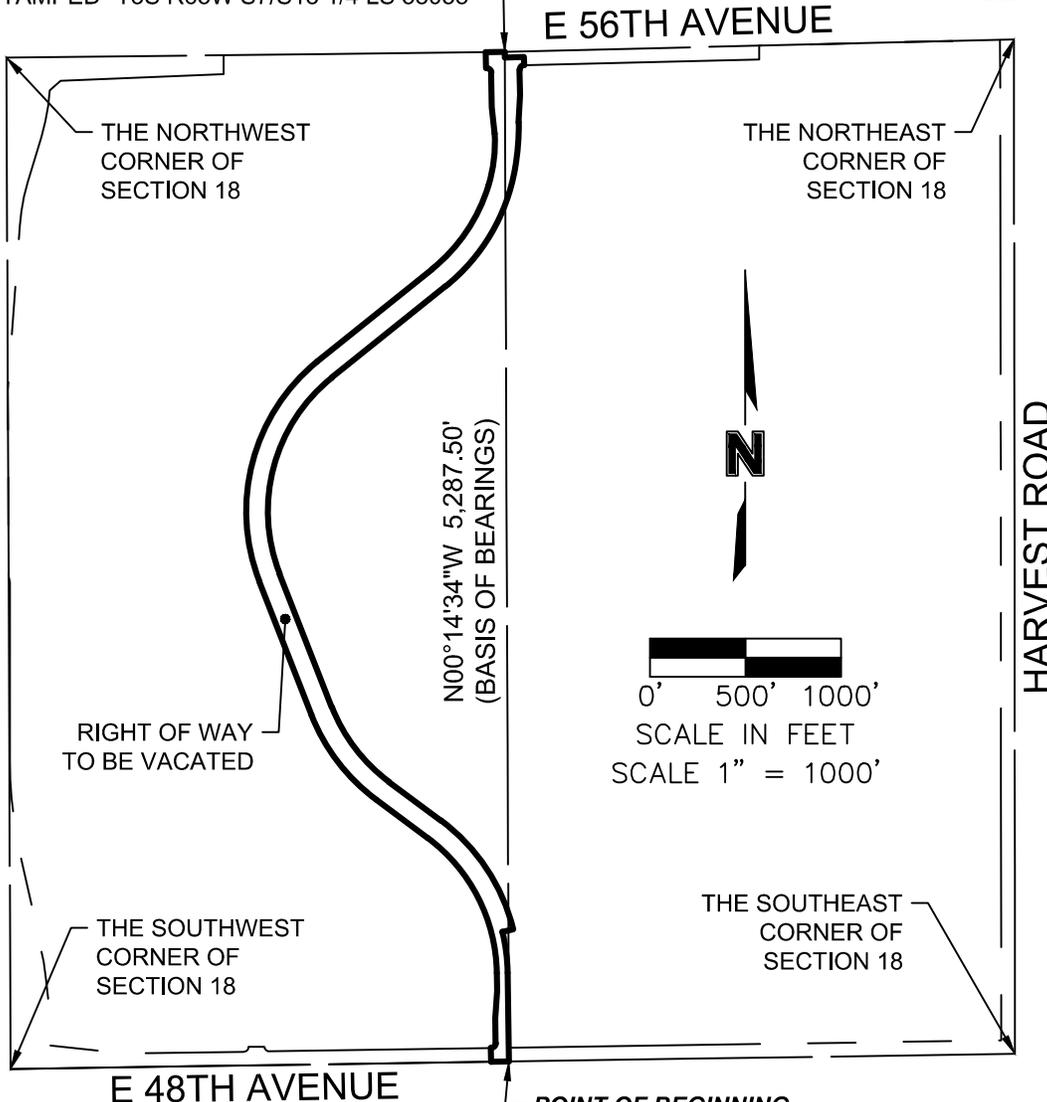
Eli Donaldson, PLS 38755
OLSSON
1525 Raleigh Street, Suite 400
Denver, CO 80204

ILLUSTRATION FOR
EXHIBIT A



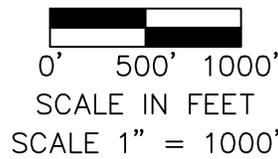
THE NORTH QUARTER CORNER
OF SECTION 18, TWP. 3 S, RNG. 65 W
FOUND 2.5" ALUMINUM CAP AND ROD
STAMPED "T3S R65W S7/S18 1/4 LS 38058"

E-470



RIGHT OF WAY
TO BE VACATED

N00°14'34"W 5,287.50'
(BASIS OF BEARINGS)



E 48TH AVENUE

POINT OF BEGINNING

THE SOUTH QUARTER CORNER OF
SECTION 18, TWP. 3 S, RNG. 65 W
FOUND 2.5" ALUMINUM CAP ON A ROD
STAMPED "T3S R65W S18/S19 1/4 2021 LS 38058"

Sheet 2 of 4

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST 1/2 OF SECTION 18, T3S, R65W, 6TH P.M., BEING N00°14'34"W
THE ABOVE DESCRIBED PARCEL CONTAINS 687,691 SQUARE FEET (15.787 ACRES) MORE OR LESS.

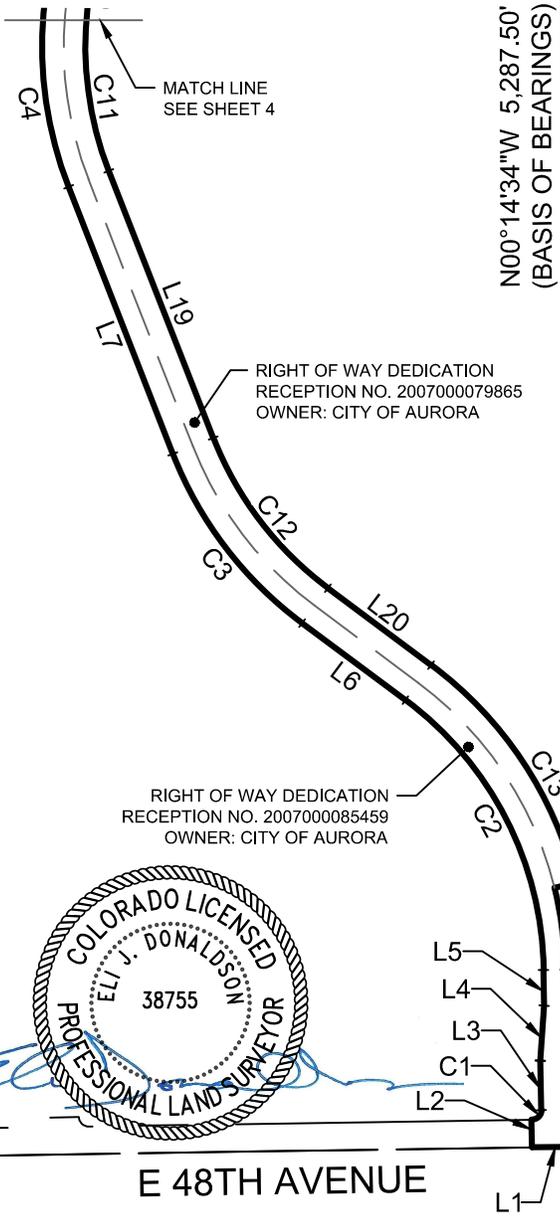
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A parcel of land being located in Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado

DRAWN BY: EJD/DMW	SCALE: 1" = 1000'	R.O.W. FILE NUMBER N/A
CHECKED BY: EJD	DATE: 06-22-2022	JOB NUMBER: 021-02235

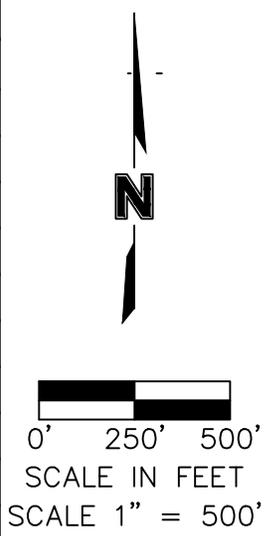
ILLUSTRATION FOR EXHIBIT A



N00°14'34"W 5,287.50'
(BASIS OF BEARINGS)

Curve Table					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C1	25.00'	91°06'57"	N45°05'27"E	35.70'	39.76'
C2	898.00'	52°28'07"	N27°05'59"W	793.91'	822.34'
C3	1012.00'	31°59'32"	N37°20'17"W	557.76'	565.07'
C4	1012.00'	72°08'52"	N14°43'56"E	1191.79'	1274.33'
C11	898.00'	72°33'18"	S14°56'13"W	1062.69'	1137.16'
C12	898.00'	31°59'33"	S37°20'12"E	494.93'	501.42'
C13	1012.00'	39°29'28"	S33°35'14"E	683.80'	697.52'
C14	955.00'	12°58'40"	S07°21'15"E	215.85'	216.31'

Line Table		
#	Direction	Length
L1	S89°08'09"W	94.00'
L2	N00°51'43"W	72.00'
L3	N00°51'55"W	129.79'
L4	N03°53'54"E	144.50'
L5	N00°51'55"W	93.27'
L6	N53°20'03"W	336.97'
L7	N21°20'30"W	750.60'
L19	S21°20'26"E	750.60'
L20	S53°19'59"E	336.97'
L21	S76°09'29"W	57.01'
L22	S00°51'55"E	464.06'



Sheet 3 of 4

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST 1/2 OF SECTION 18, T3S, R65W, 6TH P.M., BEING N00°14'34"W
THE ABOVE DESCRIBED PARCEL CONTAINS 687,691 SQUARE FEET (15.787 ACRES) MORE OR LESS.

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

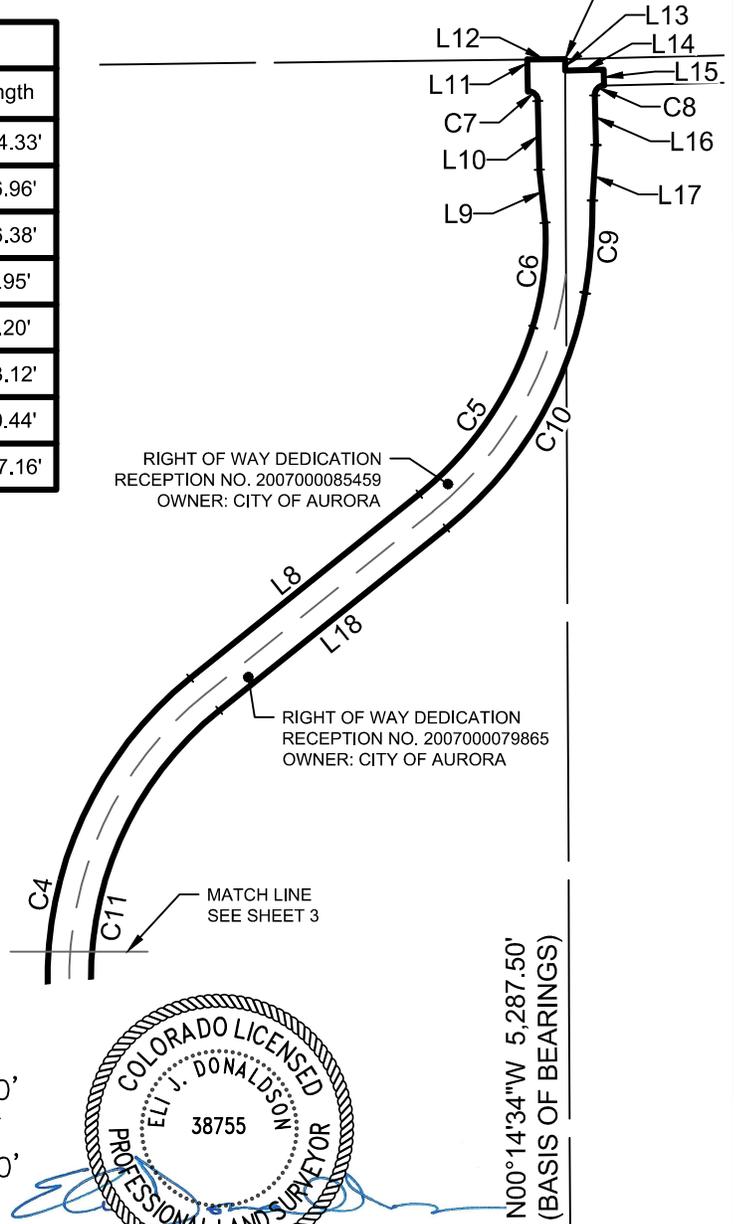
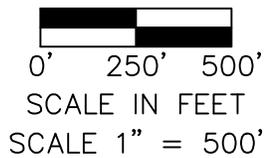
CITY OF AURORA, COLORADO			A parcel of land being located in Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado
DRAWN BY: EJD/DMW	SCALE: 1" = 500'	R.O.W. FILE NUMBER N/A	
CHECKED BY: EJD	DATE: 06-22-2022	JOB NUMBER: 021-02235	

ILLUSTRATION FOR EXHIBIT A

THE NORTH QUARTER CORNER
OF SECTION 18, TWP. 3 S, RNG. 65 W
FOUND 2.5" ALUMINUM CAP AND ROD
STAMPED "T3S R65W S7/S18 1/4 LS 38058"

Curve Table					
#	Radius	Delta	Chord Bearing	Chord Length	Length
C4	1012.00'	72°08'52"	N14°43'56"E	1191.79'	1274.33'
C5	898.00'	34°15'37"	N34°05'00"E	529.00'	536.96'
C6	780.00'	20°18'07"	N06°48'08"E	274.94'	276.38'
C7	25.00'	89°16'19"	N46°02'03"W	35.13'	38.95'
C8	25.00'	89°49'55"	S43°40'45"W	35.30'	39.20'
C9	1324.00'	10°31'16"	S04°35'56"W	242.78'	243.12'
C10	1012.00'	41°21'18"	S30°32'12"W	714.69'	730.44'
C11	898.00'	72°33'18"	S14°56'13"W	1062.69'	1137.16'

Line Table		
#	Direction	Length
L8	N51°12'41"E	769.47'
L9	N06°09'37"W	139.05'
L10	N01°23'48"W	180.30'
L11	N01°23'48"W	84.12'
L12	S89°19'43"W	99.14'
L13	S00°14'34"E	29.94'
L14	N88°36'13"E	100.52'
L15	S01°29'57"E	42.06'
L16	S01°23'44"E	129.79'
L17	S03°22'05"W	145.81'
L18	S51°12'51"W	762.29'



Sheet 4 of 4

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST 1/2 OF SECTION 18, T3S, R65W, 6TH P.M., BEING N00°14'34"W
THE ABOVE DESCRIBED PARCEL CONTAINS 687,691 SQUARE FEET (15.787 ACRES) MORE OR LESS.

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

CITY OF AURORA, COLORADO

A parcel of land being located in Section 18, Township 3 South, Range 65 West of the 6th Principal Meridian, in the City of Aurora, County of Adams, State of Colorado

DRAWN BY: EJD/DMW	SCALE: 1" = 500'	R.O.W. FILE NUMBER N/A
CHECKED BY: EJD	DATE: 06-22-2022	JOB NUMBER: 021-02235



CITY OF AURORA

Council Agenda Commentary

Item Title: For an Ordinance of the City Council of the City Of Aurora, Colorado, Amending Article II of Section 130 of the City Code Exempting Certain Fees From Sales and Use Tax

Item Initiator: Jeffrey Edwards, Manager of Tax

Staff Source/Legal Source: Jeffrey Edwards, Manager of Tax / Hanosky Hernandez, Sr. Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 8/1/2022

Regular Meeting: 8/8/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Sponsor: Dustin Zvonek, Council Member

Estimated time: 10 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

The Business Advisory Board reviewed the ordinance during the July 25, 2022 meeting and the board unanimously supported the ordinance.

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

This item would exempt government fees imposed directly on purchasers and listed separately on the invoice from the City's 3.75% sales and use tax. The exemption is estimated to reduce the City's annual sales and use tax revenues by approximately \$220,000. The fees identified in the revenue impact include the State of Colorado \$0.27 Retail Delivery Fee and the State of Colorado Waste Tire Fee. The exemption is unique to the City of Aurora and could apply to fees unknown to the City's Tax Division, and the revenue impact could increase. The exemption would also apply to future similar fees, such as the State of Colorado Bag Fee, which will go into effect on January 1, 2023.

QUESTIONS FOR COUNCIL

Does City Council want to forward the item for formal consideration?

LEGAL COMMENTS

Pursuant to the city's home rule authority granted to the City of Aurora under Article XX Section 6 (g) of the Colorado Constitution, the City has the power of taxation for local municipal purposes. This ordinance creates a tax exemption within the city's tax code, it is not imposing a new tax, and as such is compliant with Article X Section 20 of the Colorado Constitution. 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 action by council creates an exemption in the tax code, and it must be approved by ordinance. Section 5-1 Aurora City Charter. (Hernandez).

PUBLIC FINANCIAL IMPACT

- YES NO

If yes, explain: There is an estimated reduction of City tax revenues by \$220,000 annually.

PRIVATE FISCAL IMPACT

- Not Applicable Significant Nominal

If Significant or Nominal, explain: Removal of the City sales tax of 3.75% on the exempted fees in Aurora.



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Sales and Use Tax Exemption for Direct Government Fees
Item Initiator: Jeffrey Edwards, Manager of Tax
Staff Source/Legal Source: Jeffrey Edwards, Manager of Tax / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

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

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

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 8/1/2022

Regular Meeting: 8/8/2022

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

The City of Aurora residents are subjected to fees by the State of Colorado, and currently, those fees are also included in the taxable base for the City's sales and use tax. An exemption needs to be reviewed by City Council as soon as possible to relieve the additional burden of the City's sales and use tax on the State imposed fees.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Jeffrey Edwards

Agenda Item Initiator Name

7/22/2022

Agenda Item Initiator Signature

Date

Roberto Venegas

Late Submission Approver Name

approved by e-mail

7/25/2022

Late Submission Approver Signature

Date

ORDINANCE NO. 2022-_____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING ARTICLE II OF SECTION 130 OF THE CITY CODE EXEMPTING CERTAIN FEES FROM SALES AND USE TAX

WHEREAS, the City of Aurora, Colorado, (the “City”), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, under Article XX, Section 6 the Colorado Constitution, the City has authority over local taxation matters; and

WHEREAS, the City Council (the “Council”) has the power to make and publish from time to time ordinances as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city, and the Council has found and determined that removing the sales and use tax for certain government imposed fees fulfills this purpose.

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

Section 1. Section 130-157 of the City Code of the City of Aurora, Colorado, is hereby amended to add a new subsection, to be numbered (36), which subsection shall read as follows:

Sec. 130-157. Items Exempt from taxation.

(36) Any government fees imposed directly on the purchaser and required to be held in trust by the imposing government and separately stated on the invoice provided to the purchaser at the time of sale.

Section 2. Section 130-198 of the City Code of the City of Aurora, Colorado, is hereby amended to add a new subsection, to be numbered (34), which subsection shall read as follows:

Sec. 130-198. Exemptions.

(34) Any government fees imposed directly on consumers and required to be held in trust by the imposing government and separately stated on the invoice provided to the consumer at the time of purchase and subject to use taxes under this section.

Section 3. Notwithstanding any provision of the Charter or the City Code of the City of Aurora, Colorado, to the contrary, this ordinance shall become effective on the first day of the month which is at least thirty days after the date of adoption.

Section 4. 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 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: Continuation-Enacting Section 138-191 of the City Code Pertaining to the Use of Turf and Ornamental Water Features

Item Initiator: Marshall Brown, General Manager, Aurora Water

Staff Source: Marshall Brown, General Manager, Aurora Water

Legal Source: Ian Best, Assistant City Attorney

Outside Speaker: N/A

Date of Change: 8/9/2022

COUNCIL MEETING DATES:

Study Session: 7/18/2022

Regular Meeting: 8/22/2022

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

On August 8, 2022 the Aurora City Council approved three amendments to the ordinance enacting section 138-191 of the City Code pertaining to the use of turf and ornamental water features.

The changes are as set forth below:

First, Section 138-191(3)(a) was amended to create an exemption for Site Plan applications submitted to the City prior to the date of September 30, 2022.

Second, Section 138-191(5)(b) was amended to allow for the installation of new turf in alley load residential front yards where backyard size prohibits the installation of turf to the lesser of forty five percent (45%) or five hundred (500) square feet.

Third, a new Section 138-191(11) was created requiring the City, three years after the effective date of the ordinance, to conduct a study to include the following impacts: on water usage within the City; household water rates in the City; home values and prices within the City; new home construction within the City; and adoption of similar ordinances by other jurisdictions within the Denver metropolitan area. The results of this study are to be presented to Council within twenty-seven (27) months of the effective date of the ordinance.

ORDINANCE NO. 2022- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ENACTING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

WHEREAS, Aurora Water is responsible for providing water for the residents of the City of Aurora; and

WHEREAS, water scarcity in the arid west is compounded by water availability and population growth; and

WHEREAS, water used in irrigation and ornamental water features severely limits the amount of water that can be recaptured by Aurora Water's Prairie Waters potable reuse system; and

WHEREAS, low water-use landscapes are attractive, require less maintenance, save water and better withstand drought. Eliminating high water use turf in nonfunctional and aesthetic areas maximizes the amount of available reusable water, a primary goal of Aurora Water.

WHEREAS, the intent of section 138-191 is to help Aurora Water meet future water needs and is in the interest of the health, safety and general welfare of the residents of Aurora.

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

Section 1. Section 138-191 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 138-191 Use of turf and ornamental water features.

(1) Definitions. As used in this section 138-191 the following words and phrases shall have the meanings ascribed to them below:

***Turf* means any cool season turf species, variety or blend, including but not limited to Kentucky bluegrass and Fescue.**

***Aesthetic Turf* means turf areas designed for aesthetic appeal only and are not conducive to active or programmed recreation.**

Water-wise landscape means landscapes designed with shrubs, perennials and warm-season grasses with an annual irrigation water requirement of less than 15” (9.345 gallons per square foot).

Median means the landscaped area between opposing directions street traffic lanes.

Curbside Landscape means the landscaped area between a sidewalk and curb.

Residential development perimeter or common landscape means any landscaped area within a residential development not irrigated by a residential water meter and not dedicated as a park per the City of Aurora’s Parks Recreation and Open Space Dedication and Development Criteria Manual.

Commercial development means any development that meets the commercial user definition in section 138-221.

Landscaped common area means areas within a private community designed for community use in section 138-151.

Multi-family residential development means developments that meet the multi-family user development definition in section 138-221.

Active or Programmed recreation area means an area with a primary function of sport field but can also accommodate secondary functions including but not limited to non-organized sporting events, cultural activities and organized social gatherings.

Ornamental water feature means any exterior decorative fountains, waterfalls, basins, ponds, lakes, waterways or other similar aesthetic structures unless required under Chapter 138, Article VIII – Stormwater of the City Code.

(2) The intent of this section 138-191 is to assist the City in meeting future water needs.

(3) Use of turf and ornamental water features. The provisions of this section 138-191 apply to all development and redevelopment within the City.

(a) Exemptions. Developments with complete Site Plan application submitted to the City prior to the date of September 30, 2022 are exempt from this section.

(b) An exemption may be granted for consistency within developments when a Site Plan approved prior to January 1, 2023 is adjacent to a Site Plan without approval prior to January 1, 2023 and a net water savings can be accomplished beyond what is minimally required under this section 138-191.

An exemption under this section 139-191(3)(b) must be approved by both the General Manager of Aurora Water and the City of Aurora Director of Planning.

- (4) Turf that serves primarily an aesthetic purpose shall not be permitted.**
- (5) The installation of new turf shall be restricted as follows:**
 - (a) Turf shall not be installed in the front or side yards of any single-family dwelling except as specified in section 138-191(5)(b).**
 - (b) The installation of new turf in alley load residential front yards where backyard size prohibits the installation of turf shall not exceed the lesser of: forty-five percent (45%) or five hundred (500) square feet.**
 - (c) The installation of new turf in residential backyards shall not exceed the lesser of: forty-five percent (45%) of the backyard area as defined by the Unified Development Ordinance; or five hundred (500) square feet.**
 - (d) The removal of water-wise landscaping for the purpose of installing turf is prohibited, regardless of building permit issue date.**
 - (e) Turf shall not be installed in medians or curbside landscapes.**
- (6) The installation of turf in the following developments shall be allowed only in active or programmed recreation areas:**
 - (a) Multi-family developments;**
 - (b) Commercial developments;**
 - (c) Public and private schools;**
 - (d) Interior landscaped common areas on a common irrigation meter designed for recreation and conforming to the City's Unified Development Ordinance, as modified from time to time; and**
 - (e) Formal sports fields, informal play areas, active and reflective recreation areas only as defined in the City's Parks and Recreation and Open Space Dedication and Development Criteria Manual.**
- (7) Turf shall not be installed for the development of golf courses.**
- (8) Ornamental water features. The use of water in all public and private exterior ornamental water features and ponds is prohibited.**
- (9) Median and Curbside landscape. The installation of new spray and/or sprinkler irrigation systems in median and curbside landscaping is prohibited.**
- (10) Except as indicated in section 138-191(3)(a) and (b) above, there shall be no waivers or variances to this section 138-191 permitted.**
- (11) Three years after the effective date of this ordinance, the City Manager shall have a third party economic study conducted to include at least the following elements: impact of this ordinance on water usage in the City of Aurora; impact of this ordinance on household water rates in the City of Aurora; impact of this ordinance on home values and prices in the City of Aurora; impacts of this ordinance on new home construction in the City of Aurora; and adoption of similar ordinances by other jurisdictions within the Denver metropolitan area.**
 - (a) The results of this economic study shall be presented to City Council within twenty-seven (27) months of the effective date of this ordinance.**

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. Penalty. City employees violating the terms, directives, or mandates of this Code are not subject to the general penalty provisions contained in Section 1-13 of this City Code.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best ^{JD}

Ian Best, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Enacting Section 138-191 of the City Code Pertaining to the Use of Turf and Ornamental Water Features (Ordinance)

Item Initiator: Mike Coffman, Mayor, City of Aurora

Staff Source/Legal Source: Marshall Brown, General Manager, Aurora Water / Ian Best, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 3.5--Meet all statutory and regulatory requirements governing water quality and environmental protection

COUNCIL MEETING DATES:

Study Session: 6/13/2022

Regular Meeting: 6/20/2022

ITEM DETAILS:

Sponsor: Mike Coffman, Mayor

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

Estimated time: 15 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 5/18/2022

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
|---|--|

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

At the Oct. 12, 2021 Citizens' Water Advisory Committee (CWAC) meeting, staff presented on Southern Nevada Water Authority's (SNWA) efforts at creating a definition for nonfunctional turf and their directive to regulate its use, as well a public engagement effort by Aurora Water on this topic using the city's Engage Aurora platform (EngageAurora.org). The engagement discussion closed on Jan. 3, 2022, and a survey to determine public acceptance or concerns for any proposal closed on Jan. 31, 2022. Preliminary survey results were presented to CWAC at the Jan. 11, 2022 meeting, and final results were sent to the committee via email on February 1. There were 422 respondents to the survey, with an overwhelming majority supporting the prohibition of turf in front yards, common spaces and medians/curbside landscapes. A large majority also supported the prohibition of turf for new golf courses. At the Jan. 11 CWAC meeting, the committee unanimously supported the development of an ordinance to prohibit turf in the aforementioned locations for new development. The proposed ordinance language was presented at the Mar. 8, 2022 CWAC meeting for comments and was unanimously supported by the committee.

On March 16, 2022, the Water Policy Committee supported moving an Ordinance of the City Council of the City of Aurora, enacting Section 138-191 of the City Code pertaining to the use of turf and ornamental water features forward to Study Session.

On April 18, 2022, the Ordinance was presented to the City Council at Study Session at which time there were revisions that were requested by Council to take into consideration and bring back through the process.

On May 18, 2022, the Water Policy Committee supported moving the revision to an Ordinance of the City Council of the City of Aurora, enacting Section 138-191 of the City Code Pertaining to the use of turf and ornamental water features forward to Study Session.

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

Mayor Coffman, recognizing that multiple new developments were in the planning phase, asked Aurora Water to prioritize some of the **challenge's growth would place on water availability. With the city's reliance on water reusability**, primarily through its Prairie Waters potable reuse system, the loss of the ability to recapture water was highlighted. This loss occurs primarily when water is used for irrigation, especially in largescale uses such as new cool weather turf for golf courses and for aesthetic purposes, including HOA common spaces, medians, curbside landscape and residential front yards.

Aurora's water conservation efforts have resulted in large and quantifiable water savings, yet about half of the city's water use is still used for outdoor irrigation. Water used in irrigation cannot be recaptured by Aurora Water's Prairie Waters potable reuse system. In order to meet future water needs due to climate change and population growth, increasing the amount of reusable water is a primary goal of the utility. Aurora Water staff closely **followed an effort by the Southern Nevada Water Authority (SNWA) to create a definition for "nonfunctional turf"** and regulate its use in the Las Vegas area, which created an advisory committee to release a report of findings and an implementation plan.

Aurora Water Conservation staff has **collaborated with the city's Planning and Park Recreation and Open Space (PROS) departments** to develop this proposed ordinance with turf restriction for new development. Staff also worked with these departments to identify and align any other city requirements and/or documents pertaining to landscaping in order to be consistent with the proposed ordinance. **This alignment includes changes to the city's Unified Development Ordinance (UDO) outlining the appropriate integration of synthetic turf into low-water use landscapes.**

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support the APPROVAL OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, Enacting Section 138-191 of the City Code pertaining to the use of turf and ornamental water features?

LEGAL COMMENTS

Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (Aurora City Charter § 5-1). **The City’s Utility Enterprise 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 §138-28) (Best).

This Ordinance does not change any vested right or entitlement that predates its effective date and is specifically contrary to this Ordinance.

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain:

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

ORDINANCE NO. 2022- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ENACTING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

WHEREAS, Aurora Water is responsible for providing water for the residents of the City of Aurora; and

WHEREAS, water scarcity in the arid west is compounded by water availability and population growth; and

WHEREAS, water used in irrigation and ornamental water features severely limits the amount of water that can be recaptured by Aurora Water's Prairie Waters potable reuse system; and

WHEREAS, low water-use landscapes are attractive, require less maintenance, save water and better withstand drought. Eliminating high water use turf in nonfunctional and aesthetic areas maximizes the amount of available reusable water, a primary goal of Aurora Water.

WHEREAS, the intent of section 138-191 is to help Aurora Water meet future water needs and is in the interest of the health, safety and general welfare of the residents of Aurora.

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

Section 1. Section 138-191 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 138-191 Use of turf and ornamental water features.

(1) Definitions. As used in this section 138-191 the following words and phrases shall have the meanings ascribed to them below:

***Turf* means any cool season turf species, variety or blend, including but not limited to Kentucky bluegrass and Fescue.**

***Aesthetic Turf* means turf areas designed for aesthetic appeal only and are not conducive to active or programmed recreation.**

Water-wise landscape means landscapes designed with shrubs, perennials and warm-season grasses with an annual irrigation water requirement of less than 15” (9.345 gallons per square foot).

Median means the landscaped area between opposing directions street traffic lanes.

Curbside Landscape means the landscaped area between a sidewalk and curb.

Residential development perimeter or common landscape means any landscaped area within a residential development not irrigated by a residential water meter and not dedicated as a park per the City of Aurora’s Parks Recreation and Open Space Dedication and Development Criteria Manual.

Commercial development means any development that meets the commercial user definition in section 138-221.

Landscaped common area means areas within a private community designed for community use in section 138-151.

Multi-family residential development means developments that meet the multi-family user development definition in section 138-221.

Active or Programmed recreation area means an area with a primary function of sport field but can also accommodate secondary functions including but not limited to non-organized sporting events, cultural activities and organized social gatherings.

Ornamental water feature means any exterior decorative fountains, waterfalls, basins, ponds, lakes, waterways or other similar aesthetic structures unless required under Chapter 138, Article VIII – Stormwater of the City Code.

(2) The intent of this section 138-191 is to assist the City in meeting future water needs.

(3) Use of turf and ornamental water features. The provisions of this section 138-191 apply to all development and redevelopment within the City.

(a) Exemptions. Developments with Site Plans approved by the City prior to January 1, 2023 are exempt from this section.

(b) An exemption may be granted for consistency within developments when a Site Plan approved prior to January 1, 2023 is adjacent to a Site Plan without approval prior to January 1, 2023 and a net water savings can be accomplished beyond what is minimally required under this section 138-191.

An exemption under this section 139-191(3)(b) must be approved by both the General Manager of Aurora Water and the City of Aurora Director of Planning.

- (4) Turf that serves primarily an aesthetic purpose shall not be permitted.**
- (5) The installation of new turf shall be restricted as follows:**
 - (a) Turf shall not be installed in the front or side yards of any single-family dwelling except as specified in section 138-191(5)(b).**
 - (b) The installation of new turf in alley load residential front yards where backyard size prohibits the installation of turf shall not exceed the lesser of: forty-five percent (45%) or seven hundred and fifty (750) square feet.**
 - (c) The installation of new turf in residential backyards shall not exceed the lesser of: forty-five percent (45%) of the backyard area as defined by the Unified Development Ordinance; or five hundred (500) square feet.**
 - (d) The removal of water-wise landscaping for the purpose of installing turf is prohibited, regardless of building permit issue date.**
 - (e) Turf shall not be installed in medians or curbside landscapes.**
- (6) The installation of turf in the following developments shall be allowed only in active or programmed recreation areas:**
 - (a) Multi-family developments;**
 - (b) Commercial developments;**
 - (c) Public and private schools;**
 - (d) Interior landscaped common areas on a common irrigation meter designed for recreation and conforming to the City's Unified Development Ordinance, as modified from time to time; and**
 - (e) Formal sports fields, informal play areas, active and reflective recreation areas only as defined in the City's Parks and Recreation and Open Space Dedication and Development Criteria Manual.**
- (7) Turf shall not be installed for the development of golf courses.**
- (8) Ornamental water features. The use of water in all public and private exterior ornamental water features and ponds is prohibited.**
- (9) Median and Curbside landscape. The installation of new spray and/or sprinkler irrigation systems in median and curbside landscaping is prohibited.**
- (10) Except as indicated in section 138-191(3)(a) and (b) above, there shall be no waivers or variances to this section 138-191 permitted.**

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. Penalty. City employees violating the terms, directives, or mandates of this Code are not subject to the general penalty provisions contained in Section 1-13 of this City Code.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best ^{RLA}

Ian Best, Assistant City Attorney

Water Conservation Ordinance



AURORA
WATER

Colorado River Crisis

- June 14, 2022 - Bureau of Reclamation (BOR) told Colorado River Basin states that they have 60 days to create a plan to stop using between 2 and 4 million acre-feet of water in the next year or the agency will use its emergency authority to make the cuts.
 - “The challenges we are seeing today are unlike anything we have seen in our history,” BOR Commissioner Camille Touton.
 - “We are facing the growing reality that water supplies for agriculture, fisheries, ecosystems, industry and cities are no longer stable due to climate change,” U.S. Department of Interior assistant secretary for water and science Tanya Trujillo.
 - “We need to be taking action in all states, in all sectors, in all available ways.”
Tanya Trujillo



AURORA
WATER

Aurora's Water Supplies

- Arid west
 - Average 15” precipitation per year
- Groundwater not a sustainable or viable source
 - ~5% of current supply
- 85% of surface water originates on west slope
- 86% Colorado Surface Water Rights controlled by Agriculture
- Aurora surface water 25% Colorado, 50% South Platte, 25% Arkansas



The Challenge

Create a conservation ordinance that:

- Makes a significant difference in Aurora's future water sustainability.
- Continues to provide local, state and regional leadership towards responsible water stewardship.
- Contributes appropriately to the current water crisis.

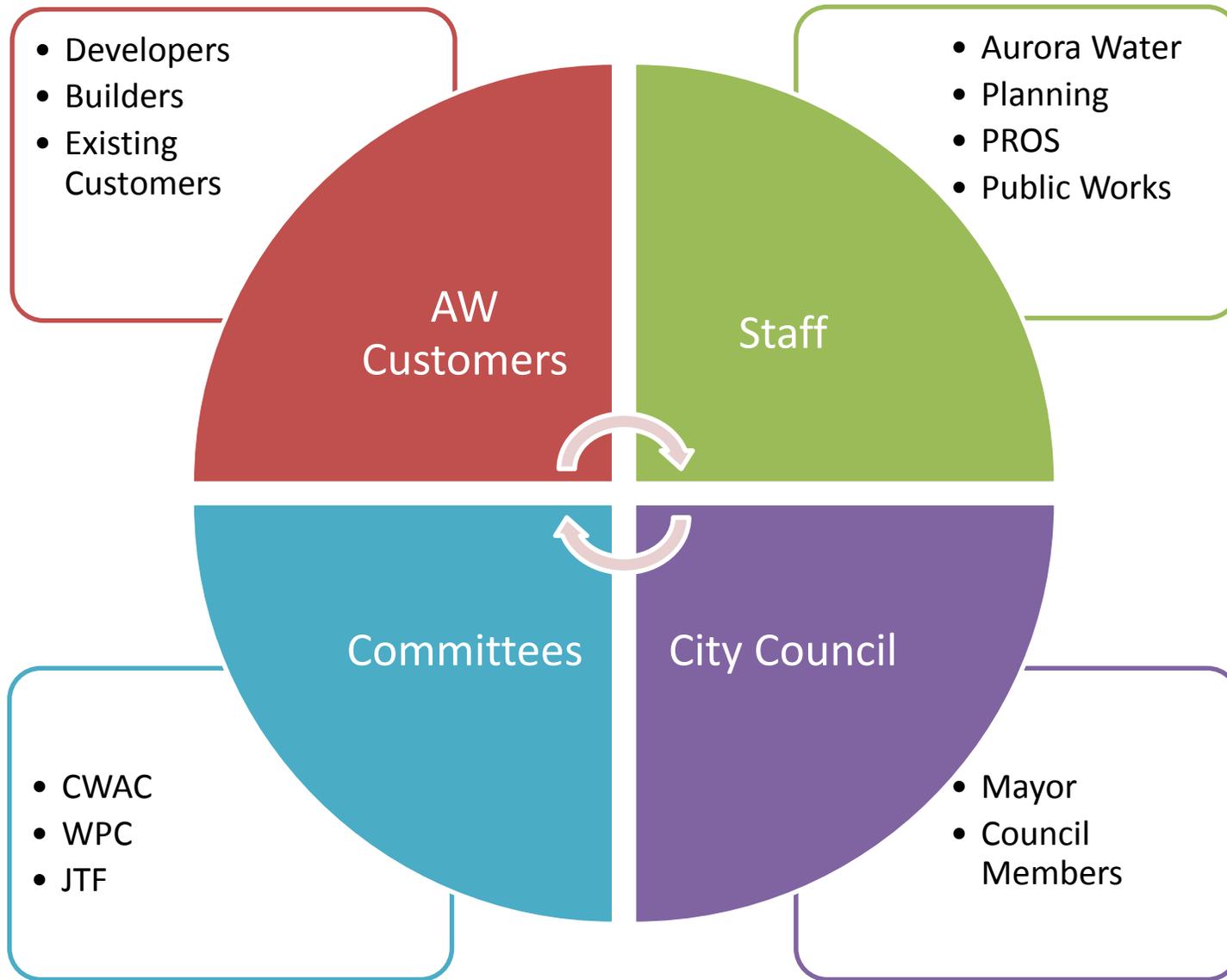


Current UDO Rules

Turf allowed:

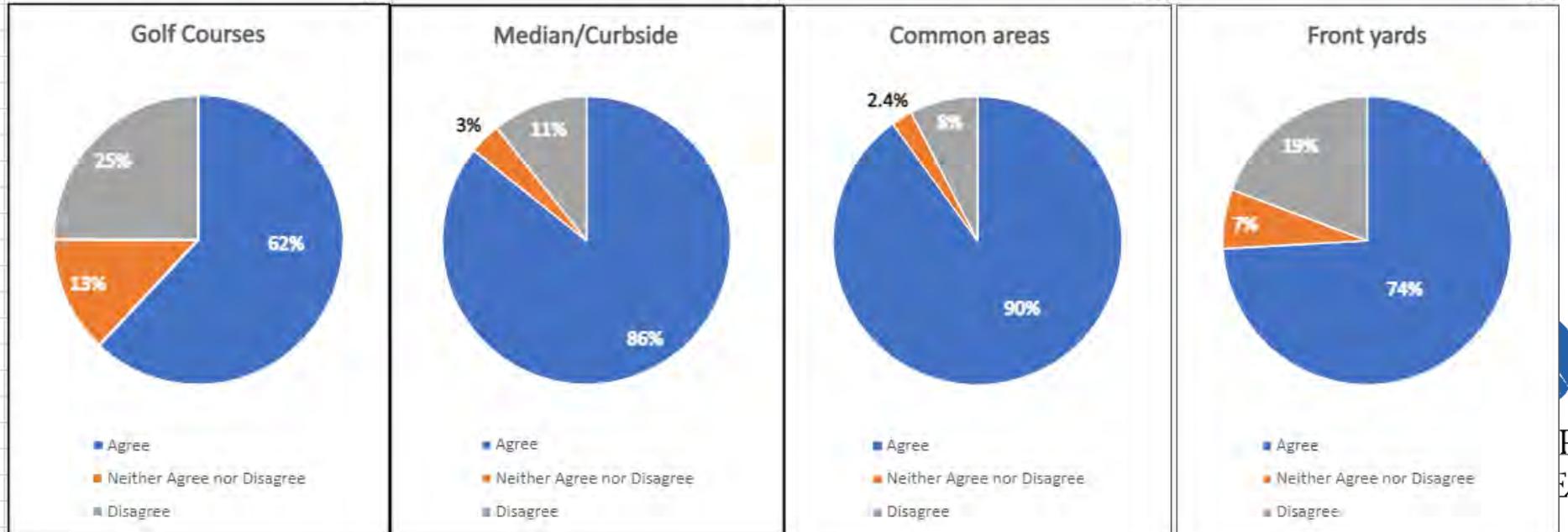
- In residential front yards; max 1,000 square feet
- Medians and Curbside Landscapes 10' wide or greater
- Commercial: 33% of landscape area
- Multi-family: 33% of landscape area
- Parks: Per PROS D&DC Manual





Community Engagement

	Golf Courses	Turf in medians and curbside landscape	Common areas (aesthetic turf in areas not used for recreation) in new development	Front yards (new development)
Agree	261	361	379	312
Neither Agree nor Disagree	55	15	10	28
Disagree	105	45	32	81
Checksum	421	421	421	421



This ordinance is forward looking - for **NEW** development and re-development.



AURORA
WATER

Key Definitions

01

Turf: Any cool season turf species, variety of blend, including but not limited to Kentucky bluegrass and Fescue.

02

Aesthetic turf: Turf areas designed for aesthetic appeal only and are not conducive to active or programmed recreation areas.

03

Water-wise landscape: Landscapes designed with shrubs, perennials and warm-season grasses with an annual irrigation water requirement less than 15" (9.345 gallons per s.f.)

04

Median: The landscaped area between opposing directions of street traffic lanes.

05

Curbside Landscape: The landscaped area between a sidewalk and curb.

06

Active or Programmed recreation area: An area with a primary function of sport field but can also accommodate secondary functions including but not limited to non-organized sporting events, cultural activities and organized social gatherings.

Elimination Of

- Turf in residential front yards
- Turf in curbside or median landscape areas
- Multi-family and Commercial landscape areas not designed as an active recreation area
- New golf courses
- Spray irrigation in medians



AURORA
WATER

Preservation Of

- Defined parks spaces per PROS D&DC Manual
- Multi-family and Commercial active/recreation spaces
- School active/recreation spaces
- Turf in backyards; the lesser of 45% or 500 square feet



Warm Season Turf Allowed



Buffalo Grass



Blue Gramma



Exemptions

- Site Plans approved prior to January 1, 2023 are exempt.
- Alley load products where small backyard size prohibits installation of turf can install the lesser of 45% or 500 square feet of front yard turf.
- General Manager of Aurora Water and Director of Planning can provide exemption for transition zones.
 - Must show water savings in other area



Expansion of Synthetic Turf

- In spaces where cool season turf is allowed, synthetic turf may be used as a substitute
 - Commercial, multi-family, green courts, private pocket parks, etc.
- Common spaces (non-park areas) in residential developments including back of sidewalk, entries, etc.
 - Will be allowed in limited applications. Details to be developed in UDO update.



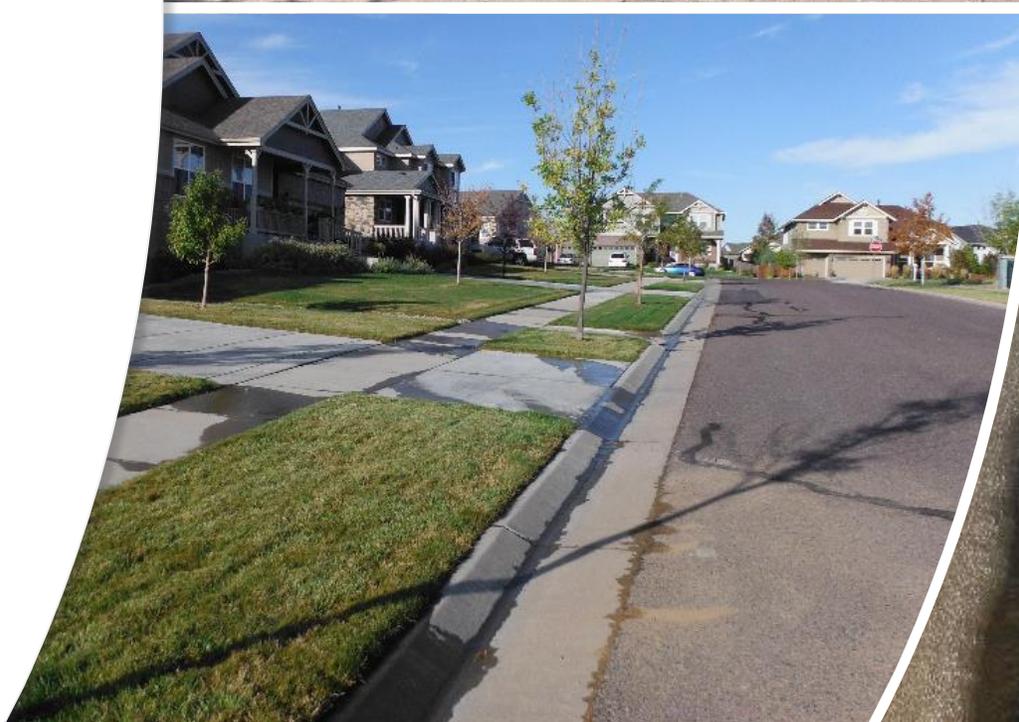
AURORA
WATER

UDO Water-wise Requirements

- Residential
 - 1 shade tree $\geq 2.5''$ caliper
 - 1 ornamental tree $\geq 2''$ caliper or 1 evergreen $\geq 6'$ tall
 - Shrubs/Perennials: **50% Plant Coverage**
 - 1 shrub or shrub equivalent per 40 square feet of landscape area
 - 1 shrub equivalent = 3 perennials or 3 ornamental grasses
 - Landscape Feature (one of the following options)
 - Small wall of decorative stone, stucco or CMU $\leq 2.5'$ tall
 - Fence
 - Earth berm $\leq 2.5'$ tall
 - Natural boulders $\geq 2' \times 2' \times 2'$



From this





AURORA
WATER

Questions?

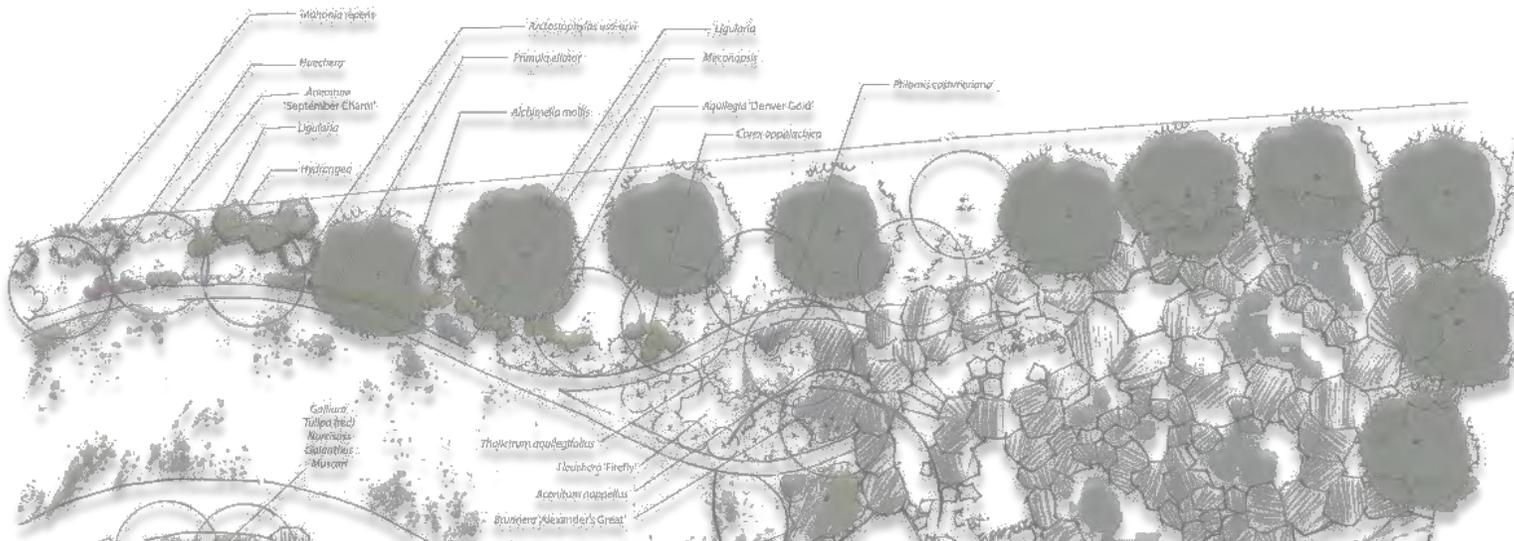
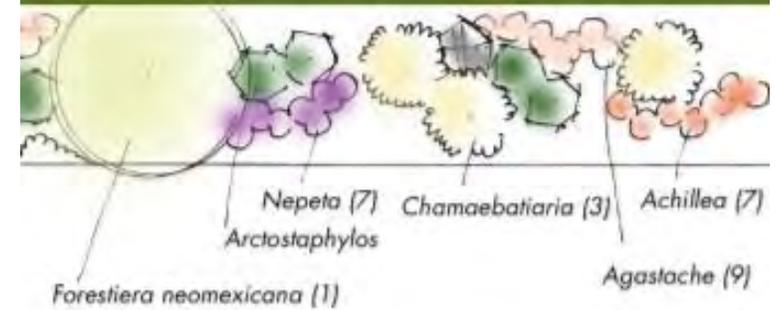


AURORA
WATER

Horticulture Outreach Programs

Annie.barrow@botanicgardens.org

773.412.3776



Denver Botanic Gardens' horticultural outreach programs include design consultation services for municipalities and community projects.

Sustainable landscape design reduces water consumption, promotes pollinators and improves the aesthetic in areas where the community interacts with the landscape.

We can provide designs for your project, work with your landscape architects and contractors or simply consult on recommended plants for the project.





**Colfax Median
Lakewood, CO**





**Bellevue Median
Greenwood Village, CO**





**Boulder County
Courthouse**





**Cherry Creek North
Denver, CO**



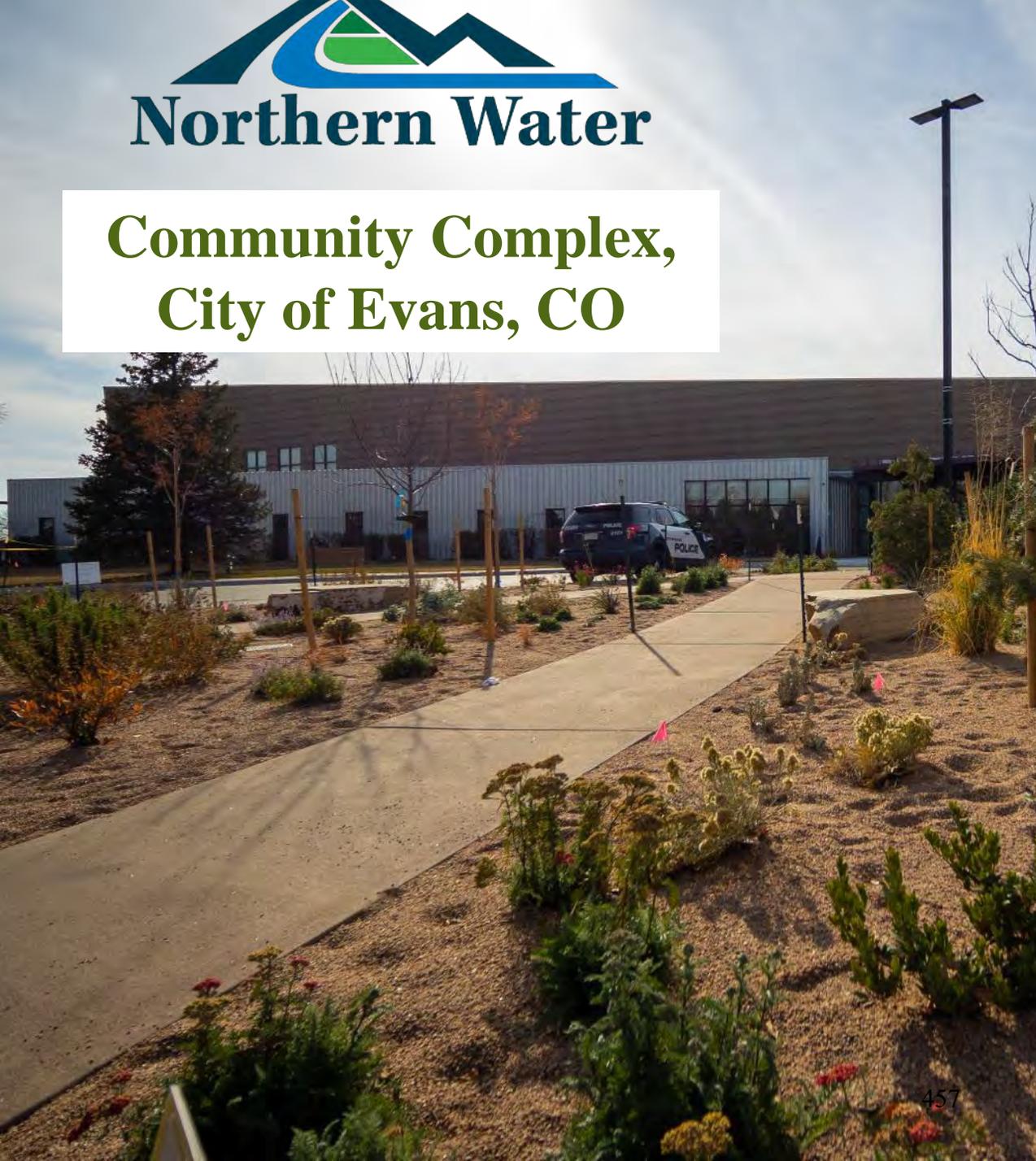
URORA
WATER





Northern Water

**Community Complex,
City of Evans, CO**





**Town Hall
Severance, CO**





[Denver Botanic Gardens Horticulture Outreach Programs Website](https://www.botanicgardens.org/our-impact/horticultural-outreach-programs)
<https://www.botanicgardens.org/our-impact/horticultural-outreach-programs>



Water Policy Committee (WPC) Meeting
May 18, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson Vice-Chair, Council Member Curtis Gardner

Absent:

Others Present: Casey Rossman, Leiana Baker, Greg Baker, Jo Ann Giddings, John Murphy, Tim York, Ian Best, Sherry Scaggiari, Fernando Aranda, Steve Fiori, Rachel Allen, Alex Davis, Laura Perry, Marshall Brown, Sarah Young, Angie Binder (CWAC), Dan Brotzman, Melina Bourdeau, Rory Franklin, Michelle Gardner, Sonya Gonzalez, Brian Rulla, Gail Thrasher

3. Water Conservation Ordinance for New Development in Aurora

Summary of Issue and Discussion: T. York gave a presentation.

Council Member Gardner asked, are there community meetings, etc. M. Brown replied, last year a survey was done and approximately 500 responses were received. Council Member Lawson asked, how are homebuyers being informed of the ordinance? M. Brown replied, most responses were from current homeowners. Developers are stating that future home buyers are interested in water conservation. Council Member Sundberg stated, Home Builders Association (HBA) has concerns. M. Brown stated, the comments were passed along to us.

Outcome: The Committee supports Water Conservation Ordinance for New Development in Aurora.

Follow-Up Action: Forward to Study Session for consideration.

May 10, 2022

Mayor and Members of Aurora City Council
15151 East Alameda Parkway
Aurora, CO 80012

Honorable Mayor and Members of Council:

The Citizens' Water Advisory Committee (CWAC) wishes to express its support for Mayor Coffman's proposed Water Conservation Ordinance that prohibits the use of nonfunctional turf in new development. Having closely followed the challenges faced by municipalities that are highly dependent upon the Colorado River, as well as multiple years of drought across the state of Colorado, CWAC believes that prudent and sustainable action must be taken to ensure that Aurora can continue to grow in a responsible and affordable way. This ordinance provides a path to meet the water needs for that growth well into the future.

CWAC was instrumental in a public engagement effort on nonfunctional turf in 2021 and 2022 through the city's online platform, EngageAurora. This effort informed community members about Aurora Water's vast delivery system, robust conservation efforts and stresses placed on water providers across the arid west. The closing survey for this effort demonstrated substantial support for the prohibition of nonfunctional aesthetic turf.

The committee has also monitored efforts by other western states to protect their communities from water shortages during times of extreme crisis and encourages the Aurora City Council to accept proactive measures such as this proposed ordinance to help protect the current residences and businesses, while allowing for the needs of future development.

Aurora has always been a leader in Colorado in responsible water management. We thank you for your continued leadership and stewardship on water issues.

Sincerely,

Angie Binder, **Chair**

Richard Eason – **Vice-Chair**

Members

Jay Campbell

Tom Coker

Dennis Dechant

William Gondrez

Janet Marlow

David Patterson

Daniel Widish



June 23, 2022

Aurora City Council
City Hall
15151 E. Alameda Parkway
Aurora, CO 80012
citycouncil@auroragov.org

Re: Western Resource Advocates' Letter of support for Aurora's proposed non-functional turf ordinance

Dear Aurora City Council Members,

I am writing on behalf of Western Resource Advocate (WRA) to support Aurora's proposed non-functional turf ordinance. WRA is a non-profit conservation organization with a mission to protect the West's land, air, and water to ensure that vibrant communities exist in balance with nature. We have decades of successful experience working collaboratively with municipalities and others, advancing water conservation, land use planning, and reuse to ensure we have sufficient water supplies now and into the future. We have long recognized Aurora for being a leader in efficient water use programs and policies, and the proposed non-functional turf ordinance is another important example of this.

Throughout the West, water supplies are dwindling due to prolonged drought, climate change, and population growth. This is forcing us to change from how we've historically viewed and used water.

Colorado is a semi-arid state, yet approximately 50% of water used annually in our towns and cities is for outdoor irrigation, a large percentage of which is applied to high water use cool season turf. Some of this turf is very beneficial, providing places to play and recreate, but much is "non-functional" and never used. Non-functional turf areas include tree lawns, medians, along roadways, and some front yards, among other locations, where the only people who walk on the turf are the people maintaining it. This turf requires around 24 inches of supplemental irrigation a year which equates to more than 650,000 gallons, or 2 acre-feet, per acre each year. An acre-foot is enough water for 3 to 5 homes for a year – and, with Aurora's ability to reuse its treated municipal return flows, that water goes even further.

Ensuring new development is smart from the start and that landscaping is water efficient, attractive, and regionally appropriate just makes sense. It is much less expensive to install waterwise landscaping initially than it is to retrofit landscaping in the future, and it saves customers money on water bills and maintenance costs. Most importantly, the water saved by limiting thirsty non-functional turf will help ensure Aurora's water supply is sustainable into the future.

While on the forefront in Colorado, Aurora is not alone in recognizing the importance of both removing and avoiding non-functional turf in the first place. At least 19 Colorado communities have turf buyback

Arizona
1429 North First Street
Suite 100
Phoenix, AZ 85004

Colorado - Boulder
2260 Baseline Road
Suite 200
Boulder, CO 80302

Colorado - Denver
1536 Wynkoop Street
Suite 210
Denver, CO 80202

Nevada
550 W. Musser Street
Suite G
Carson City, NV 89703

New Mexico
409 E. Palace Avenue
Unit 2
Santa Fe, NM 87501

Utah
307 West 200 South
Suite 2000
Salt Lake City, UT 84101

programs, including Aurora, and more are implementing programs each year. Recognizing the importance of limiting non-functional turf, the legislature passed and the Governor recently signed House Bill 22-1151, directing the Colorado Water Conservation Board to create a new program to provide matching funds for turf retrofit programs and projects around the state. Additionally, each year, more communities are adopting or considering ordinances, such as Aurora's proposed non-functional turf ordinance, to ensure landscaping and irrigation systems in new development use water efficiently and appropriately.

Colorado has a rapidly growing population with communities that face water supply challenges. As it works to meet growing water demands, Aurora has long been a trailblazer and early adopter of water conservation and reuse programs.

For the many reasons outlined above we strongly support Aurora's proposed non-functional turf ordinance and hope you will as well. Through this ordinance, Aurora continues to demonstrate leadership, sustainability, and environmentally conscious innovation.

Thank you.

Respectfully,

A handwritten signature in cursive script that reads "Bart P. Miller". The signature is written in black ink and is positioned above the typed name and title.

Bart Miller
Healthy Rivers Program Director

CC: Marshall Brown, General Manager, Aurora Water, City of Aurora
Greg Baker, Manager of Public Relations, Aurora Water, City of Aurora

Water Policy Committee (WPC) Meeting
March 16, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson Vice-Chair, Council Member Curtis Gardner

Absent:

Others Present: Casey Rossman, Steve Fiori, Leiana Baker, Greg Baker, John Murphy, Marshall Brown, Tim York, Swirvine Nyirenda, Ian Best, Dawn Jewell, Jo Ann Giddings, James DeHerrera, Richard Vidmar, Lauren Maggert, Laura Perry, Sarah Young, Alex Davis, Mike Coffman

5. Water Conservation Ordinance for New Development in Aurora

Summary of Issue and Discussion: Mayor Coffman and T. York gave an overview and presentation of the ordinance. Council Member Gardner asked, explain why we are not allowing golf courses but allowing parks open space areas. Mayor replied, we have several golf courses and they use a lot of water. M. Brown added, golf courses use a great deal of water, an 18 hole golf course can use up to a million gallons of water a day in the summer. Council Member Gardner stated, I never see anyone in the city parks and large areas and tee times are hard to get at the City of Aurora golf courses. M. Brown replied, the ordinance references those areas as well along with the designs of new parks through the PROS design standards. Council Member Gardner asked, what are the design standards for the medians and what they will look like? M. Brown replied, we are working with Denver Botanic Gardens and developers to design medians that are low maintenance and low water use. Council Member Gardner asked, did the topic of a three- and six-hole golf courses come up with the Colorado Golf Association? M. Brown replied, it wasn't discussed. The Mayor added, can't they go on a regular golf course and play fewer holes? Council Member Gardner replied, yes, they can. Council Member Gardner asked, what are the costs and ongoing maintenance differences. M. Brown replied, the ongoing maintenance for xeriscape throughout the year is less. Installation is a little more with the xeriscape. Council Member Lawson asked, if development that is within the same area of a redevelopment project have to be grandfathered in to be compliant with the new ordinance? M. Brown replied, anything new will have to comply with the new ordinance. Redevelopment will have to comply with the new ordinance and is not grandfathered in. Council Member Lawson asked, is there funding for removing existing turf in the city? M. Brown replied, for the city facilities we are looking at funding and grants for turf conversions. Mayor added, House Bill 11-51 does provide financial incentives to remove turf and install xeriscape. M. Brown added, Aurora Water supports House Bill 11-51. Council Member Sundberg asked, when did you reach out to developers and what was the feedback? M. Brown replied, we've talked to 3-4 developers in the last couple of months regarding the ordinance, whom are generally supportive. We've also heard from a couple of developments in Denver that are looking at this ordinance as an example.

Outcome: The Committee supports the Water Conservation Ordinance for New Development in Aurora and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Water Conservation Ordinance for New Development in Aurora and will forward to Study Session for consideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: 21861 E. 26th Avenue Annexation
Item Initiator: Jacob Cox, Manager of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/22/2022

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (21861 E. 26TH AVENUE ANNEXATION) 5 ACRES

Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

The City Council has adopted the Aurora Places Comprehensive Plan to guide future growth and development within the city. This plan has established the City's Annexation Area which is the boundary within which the City will consider annexation requests. **This property is located within the City's Annexation Area.**

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

A petition for annexation was filed with the City Clerk for annexation of a 5-acre parcel owned by Jose Javier Vasquez. This parcel is located generally east of Picadilly Road and north of 26th Avenue (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements.

The Initial Zoning Ordinance will be presented to City Council subsequent to the Annexation Ordinance. The initial zoning shall follow the City's Comprehensive Plan and is anticipated to be I-1 Business/Tech District.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this resolution is item #1 listed below:

- 1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
- 2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
- 3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

QUESTIONS FOR COUNCIL

Does City Council wish to approve the resolution as proposed and set the date for a public hearing on the proposed annexation?

LEGAL COMMENTS

According to the Colorado Municipal Annexation Act, a resolution is necessary to make a finding that the petition is compliance with Section 31-12-107(1). The resolution also establishes a date for a public hearing on the proposed annexation. The hearing is scheduled for September 26, 2022.

A petition is in substantial compliance if it is filed with the City Clerk and contains the following:

- 1) an allegation that it is desirable and necessary that the area be annexed
- 2) an allegation that the required contiguity exists
- 3) an allegation that the signers of the petition comprise more than 50 percent of the owners owning more than 50 percent of the property
- 4) a request that the City approve the annexation of the area proposed
- 5) a signature and address of the landowner
- 6) a legal description of the land owned
- 7) date of signature
- 8) an affidavit of the circulator of the petition

9) four copies of the annexation map.

This petition complies with the statutory requirements. (Rulla).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various development fees paid at time of development, as well as future taxes generated by the expected development of commercial/industrial uses on this property.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Annexation and connection to the City's utility system will permit the property to develop more efficiently than would be possible in Adams County.

RESOLUTION NO. R2022 ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (21861 E. 26TH AVENUE ANNEXATION) 5 ACRES

WHEREAS, a petition for annexation of a certain parcels of land, described herein in Exhibit A attached hereto, has been filed with the City Clerk of the City of Aurora, Colorado (the “City”); and

WHEREAS, the petition has been referred to the City Council of the City for a determination of substantial compliance with requirements of Section 31-12-107(1), C.R.S.; and

WHEREAS, the City Council has been advised by staff, and has taken official notice of all maps, records, and other information and materials on file with the City regarding said petition.

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

Section 1. The petition for annexation of certain land more particularly described in Exhibit A, attached hereto and incorporated herein, is hereby determined to be in substantial compliance with Section 31-12-107(1), C.R.S.

Section 2. The City Council shall hold a public hearing on the proposed annexation on September 26, 2022, at 6:30 p.m., in the City Council Chambers, Aurora Municipal Center, 15151 East Alameda Parkway, Aurora, Colorado, or, if the hearing is not held in person, then by such telephonic or electronic means accessed as described on the City’s website Auroragov.org, to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility for annexation.

Section 3. The City Clerk is hereby directed to publish this Resolution and a Notice of Public Hearing once each week for four consecutive weeks in a newspaper of general circulation in the area proposed to be annexed.

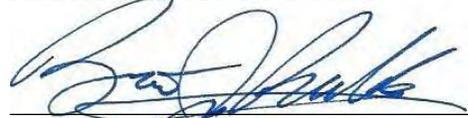
RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney

Exhibit A

(Legal description of property to be annexed)

THAT PART OF SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH,
RANGE 66 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

COMMENCING 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER
OF SAID SECTION 25; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF
THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 361.5 FEET TO
THE TRUE POINT OF BEGINNING;
THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SOUTHWEST
QUARTER THE OF SAID SECTION 25 A DISTANCE OF 361.5 FEET;
THENCE EAST AND PARALLEL WITH SOUTH LINE OF SOUTHWEST QUARTER THE
OF SAID SECTION 25, A DISTANCE OF 602.5 FEET;
THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SOUTHWEST
QUARTER THE OF SAID SECTION 25, A DISTANCE OF 361.5 FEET;
THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST
QUARTER OF SAID SECTION 25, A DISTANCE OF 602.5 FEET TO TRUE POINT OF
BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

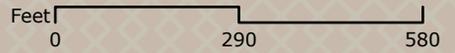
CONTAINING AN AREA OF 5 ACRES, MORE OR LESS.



Legend

-  Site
-  Parcels
-  Railroad
-  Lakes
-  Other Jurisdictions
-  City_Limits

**21861 E. 26th Avenue
Annexation**



*Aurora is
Worth Discovering!*



City of Aurora, Colorado

**Planning &
Development Services**
15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7217
GIS@auroragov.org

LEGAL DESCRIPTION:

FROM SCHEDULE A: FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 5501-3880805.

THAT PART OF SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

COMMENCING 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 361.5 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SOUTHWEST QUARTER THE OF SAID SECTION 25 A DISTANCE OF 361.5 FEET;

THENCE EAST AND PARALLEL WITH SOUTH LINE OF SOUTHWEST QUARTER THE OF SAID SECTION 25, A DISTANCE OF 602.5 FEET;

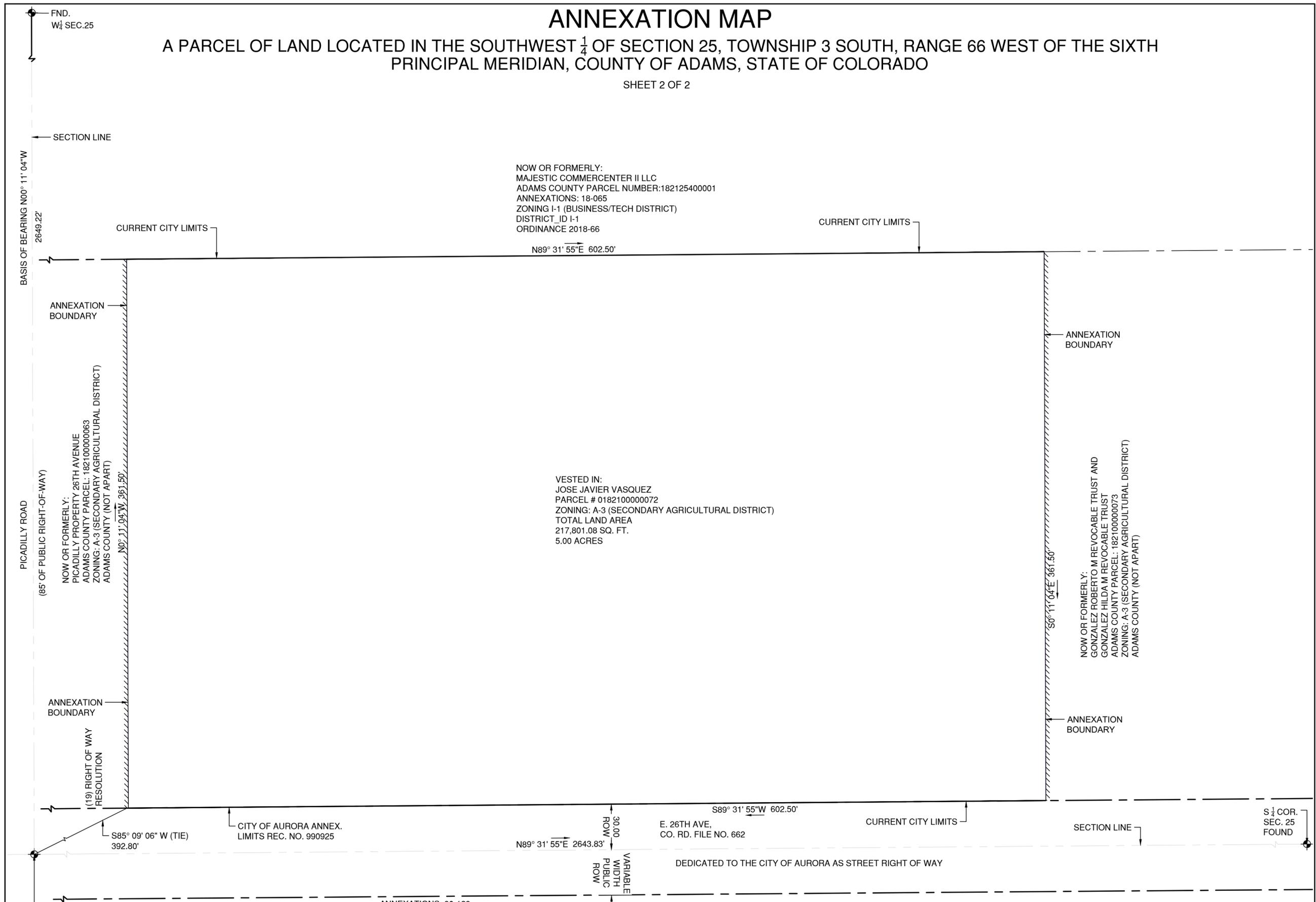
THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SOUTHWEST QUARTER THE OF SAID SECTION 25, A DISTANCE OF 361.5 FEET;

THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 602.5 FEET TO TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

ANNEXATION MAP

A PARCEL OF LAND LOCATED IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2



NOW OR FORMERLY:
MAJESTIC COMMERCCENTER II LLC
ADAMS COUNTY PARCEL NUMBER:182125400001
ANNEXATIONS: 18-065
ZONING I-1 (BUSINESS/TECH DISTRICT)
DISTRICT_ID I-1
ORDINANCE 2018-66

N89° 31' 55"E 602.50'

VESTED IN:
JOSE JAVIER VASQUEZ
PARCEL # 0182100000072
ZONING: A-3 (SECONDARY AGRICULTURAL DISTRICT)
TOTAL LAND AREA
217,801.08 SQ. FT.
5.00 ACRES

NOW OR FORMERLY:
GONZALEZ ROBERTO M REVOCABLE TRUST AND
GONZALEZ HILDA M REVOCABLE TRUST
ADAMS COUNTY PARCEL: 182100000073
ZONING: A-3 (SECONDARY AGRICULTURAL DISTRICT)
ADAMS COUNTY (NOT APART)

NOW OR FORMERLY:
PICADILLY PROPERTY 26TH AVENUE
ADAMS COUNTY PARCEL: 182100000063
ZONING: A-3 (SECONDARY AGRICULTURAL DISTRICT)
ADAMS COUNTY (NOT APART)

SECTION LINE
BASIS OF BEARING N00° 11' 04"W
2649.22'

PICADILLY ROAD
(85' OF PUBLIC RIGHT-OF-WAY)

ANNEXATION BOUNDARY
(19) RIGHT OF WAY RESOLUTION

CITY OF AURORA ANNEX. LIMITS REC. NO. 990925

S89° 31' 55"W 602.50'
E. 26TH AVE, CO. RD. FILE NO. 662

N89° 31' 55"E 2643.83'
30.00' ROW
VARIABLE WIDTH PUBLIC ROW

DEDICATED TO THE CITY OF AURORA AS STREET RIGHT OF WAY

S $\frac{1}{4}$ COR. SEC. 25 FOUND

SWc SEC. 25
CALC'D FROM RECORD

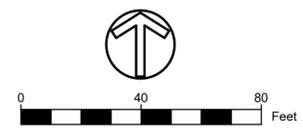
ANNEXATIONS: 90-129
ZONING I-1 (BUSINESS/TECH DISTRICT)
DISTRICT_ID E-470
ORDINANCE 00-29

ANNEXATION PLAN

SCALE: 1" = 40'

LEGEND

-  CITY OF AURORA CITY LIMITS
-  ANNEXATION BOUNDARY
-  SECTION LINE
-  FOUND AS DESCRIBED



CONTACT INFORMATION
88 INVERNESS CIRCLE EAST, SUITE E-101
ENGLEWOOD, CO 80112
(720) 206-6931
CPERDUE@STRATEGICSITEDESIGNS.COM
ATTENTION: CHRISTOPHER PERDUE, P.E., M.B.A.

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

The undersigned (the "Petitioners"), being the owners of more than fifty percent (50%) of the property proposed to be annexed, exclusive of public streets and alleys, which property is described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") , hereby petitions the City Council (the "Council") of the City of Aurora, Colorado (the "City"), for annexation of the Property in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., as amended.

In support of this petition, the Petitioners state the following:

1. It is desirable and necessary that the Property be annexed to the City.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., exist or have been met:
 - a. Not less than one sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the City.
 - b. Contiguity with the City is not established by: (i) use of any boundary of an area: previously annexed to the City that, at the time of its annexation, was not contiguous at any point with the boundary of the City , was not otherwise in compliance with Section 31-12-104(1)(a), C.R.S., and was located more than three miles from the nearest boundary of the City ("Non-Contiguous Area"); or (ii) use of any boundary of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.
 - c. A community of interest exists between the Property and the City.
 - d. The Property is urban or will be urbanized in the near future.
 - e. The Property is integrated or is capable of being integrated with the City.
 - f. In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner unless separated by a dedicated street, road, or other public way.
 - g. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty acres or more which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of \$200,000 for the preceding tax year has been included in the Property without the written consent of the landowner.
 - h. No annexation proceedings have been commenced for the annexation of all or any portion of the Property to another municipality.

- i. The annexation of the Property shall not result in the detachment of area from any school district or the attachment of area to another school district.
 - j. No portion of the Property is more than three miles in any direction from any point of the City boundary as such was established more than one year before this annexation will become effective.
 - k. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the boundaries of the Property.
 - l. The Property is not presently a part of any incorporated town, city and county, or city.
3. The petitioners comprise more than fifty percent (50%) of the landowners owning more than fifty percent (50%) of the territory included in the area proposed to be annexed, exclusive of streets and alleys. A legal description of the land owned by each Petitioner is set forth in Exhibit B attached hereto and incorporated herein by this reference.
4. Accompanying this Petition are four copies of an annexation map showing the seal of a registered engineer or land surveyor, containing the following information:
- a. A written legal description of the boundaries of the Property;
 - b. A showing of the boundary of the Property;
 - c. A showing of the location of each ownership tract in unplatted land and, if part or all of the Property is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - d. Next to the boundary of the Property, a drawing of the contiguous boundary of the City and any other municipality abutting the Property.
5. Accompanying this Petition is a copy of the Special Warranty Deed(s) for the nontributary and not nontributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath the Property. It is not required that the deed(s) be executed at the time of the Petition, but to the extent that the Petitioners do not deliver original executed Special Warranty Deeds for any said ground water underlying the Property, accompanying this Petition is an affidavit(s) stating that original executed deed(s) can and will be delivered to Aurora prior to approval of the annexation. An original executed Special Warranty Deed(s) for any and all said ground water underlying the Property will be delivered to Aurora prior to scheduling of the final reading and annexation approval before the City Council. To the extent Petitioners cannot deliver the original executed Special Warranty Deed(s) for the non-tributary and not non-tributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath the Property, accompanying this Petition is an affidavit by Petitioners stating Petitioners' current knowledge of the ownership of said water. Prior to scheduling of the final reading and annexation approval before the City Council, Petitioners shall pay to the City the monetary value of that portion of said water beneath the Property not to be deeded to the City. Said deed(s) and monies paid to the City will be held in escrow to be returned to the Petitioners in the event the annexation is not approved by City Council.

6. Prior to the hearing before the City Council on whether to annex the Property, the Petitioners and the City shall have entered into an annexation agreement which shall govern and control the development of the Property within the City (the "Annexation Agreement"). Annexation of the Property shall be conditioned upon the City Council's approval of the Annexation Agreement. Upon the effective date of the ordinance annexing the Property and approving the Annexation Agreement ("Annexation Ordinance"), the Property shall be subject to all of the terms and provisions of the Annexation Agreement.

7. In the event that an Annexation Agreement satisfactory to both the Petitioners and the City is not agreed to on or before the date of the second reading of the Annexation Ordinance, the Petitioners shall have the right to withdraw this Petition at their option and this Petition shall be deemed to be null and void as of the date of this Petition and of no force and effect as if it had never been executed and filed with the City. In such event, no filing fees shall be refunded to the Petitioners by the City.

8. No vested rights to use or develop the Property in any particular way, as defined in Section 24-68-101, et seq., C.R.S., have been requested by the Petitioners from any governmental entity, other than those requested and included in the Annexation Agreement

9. The Petitioners signed this Petition no more than one hundred eighty (180) days prior to the date of filing.

10. The Petitioners shall pay all fees and costs incurred by the City in processing this Petition through the annexation hearing before the City Council.

11. Except as modified by the terms and provisions of the Annexation Agreement, upon the effective date of the Annexation Ordinance, the Property shall become subject to the Charter and all ordinances, resolutions, rules, and regulations of the City, except for general property taxes of the City which shall become effective on January 1 of the next succeeding year following the effective date of the Annexation Ordinance.

12. The Petitioners acknowledge that, upon the effective date of the Annexation Ordinance and subject to the terms and provisions of the Annexation Agreement, the Property, the owners thereof, and the uses thereon shall be subject to all taxes and fees imposed by the City. The Property, the owners thereof, and the uses thereon are also bound by any taxes imposed and voter authorization obtained pursuant to Article X, Section 20 of the Colorado Constitution prior to the annexation of the Property. The Petitioners hereby waive any claims they may have under Article X, Section 20 of the Colorado Constitution related to such taxes and voter authorization.

WHEREFORE, the Petitioners respectfully request that the City Council approve the annexation of the Property.

Petitioners:

Jose Vasquez

(Please Print)

By

Jose Javier Vasquez Ibarra

(Insert name and title)

Mailing Address:

21861 E 26th Avenue Aurora, CO 80019

Date of Signature:

8-4-2022

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the City of Aurora, Colorado, consisting of () pages, including this page, and that the signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Name Jose Vasquez (Please Print)

Jose Javier Vasquez Ibarra
(Signature)

STATE OF COLORADO)
COUNTY OF Arapahoe)

The foregoing Affidavit of Circulator was subscribed and affirmed before me this 4 day of Aug.

Witness my hand and official seal [Signature] Notary Public [S

E A L]

My commission expires: 5/16/2026

Exhibit A (Legal description of property to be annexed)

OSCAR ALEXI MEJIA MELENDEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224019672
MY COMMISSION EXPIRES MAY 16, 2026

Exhibit B
(Legal description of land owned by each landowner)

Name of owner: Jose Vasquez

Address of owner: 21861 E 26th Avenue Aurora, CO 80019

Legal description of land owned by owner:

SECT, TWN, RNG: 25-3-66 DESC: BEG AT PT 391/5 FT E AND 30 FT N OF SW COR SEC 25 TH CONT N 361/5 FT TH E 602/5 FT TH S 361/5 FT TH W 602/5 FT TO POB 5A

Name of owner:

Address of owner:

Legal description of land owned by owner:



CITY OF AURORA

Council Agenda Commentary

Item Title: Harvest Road Property Annexation Parcel A
Item Initiator: Jacob Cox, Manager of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: Blair Lichtenfels, Brownstein Hyatt Farber Schreck, LLP
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/22/2022

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (HARVEST ROAD PARCEL A ANNEXATION) 161.090 ACRES

Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: Blair Lichtenfels, Brownstein Hyatt Farber Schreck, LLP

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

The City Council has adopted the Aurora Places Comprehensive Plan to guide future growth and development within the city. This plan has established the City's Annexation Area which is the boundary within which the City will consider annexation requests. **This property is located within the City's Annexation Area.**

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

A petition for annexation was filed with the City Clerk for annexation of a 161.090-acre parcel owned by Grimm Farms, LLC. This parcel is located southeast of Harvest Road and 26th Avenue (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. There will be a master plan for the property pursued concurrently with annexation, indicating commercial/light industrial land uses.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning shall follow the City's Comprehensive Plan.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this resolution is item #1 listed below:

- 1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
- 2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
- 3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

QUESTIONS FOR COUNCIL

Does City Council wish to approve the resolution as proposed and set the date for a public hearing on the proposed annexation?

LEGAL COMMENTS

According to the Colorado Municipal Annexation Act, a resolution is necessary to make a finding that the petition is compliance with Section 31-12-107(1). The resolution also establishes a date for a public hearing on the proposed annexation. The hearing is scheduled for September 26, 2022.

A petition is in substantial compliance if it is filed with the City Clerk and contains the following:

- 1) an allegation that it is desirable and necessary that the area be annexed
- 2) an allegation that the required contiguity exists
- 3) an allegation that the signers of the petition comprise more than 50 percent of the owners owning more than 50 percent of the property
- 4) a request that the City approve the annexation of the area proposed
- 5) a signature and address of the landowner
- 6) a legal description of the land owned

- 7) date of signature
- 8) an affidavit of the circulator of the petition
- 9) four copies of the annexation map.

This petition complies with the statutory requirements. (Rulla).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various development fees paid at time of development, as well as future taxes generated by the expected development of commercial/industrial uses on this property.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Annexation and connection to the City's utility system will permit the property to develop more efficiently than would be possible in Adams County.

RESOLUTION NO. R2022 _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (HARVEST ROAD PARCEL A ANNEXATION) 161.090 ACRES

WHEREAS, a petition for annexation of a certain parcels of land, described herein in Exhibit A attached hereto, has been filed with the City Clerk of the City of Aurora, Colorado (the “City”); and

WHEREAS, the petition has been referred to the City Council of the City for a determination of substantial compliance with requirements of Section 31-12-107(1), C.R.S.; and

WHEREAS, the City Council has been advised by staff, and has taken official notice of all maps, records, and other information and materials on file with the City regarding said petition.

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

Section 1. The petition for annexation of certain land more particularly described in Exhibit A, attached hereto and incorporated herein, is hereby determined to be in substantial compliance with Section 31-12-107(1), C.R.S.

Section 2. The City Council shall hold a public hearing on the proposed annexation on September 26, 2022, at 6:30 p.m., in the City Council Chambers, Aurora Municipal Center, 15151 East Alameda Parkway, Aurora, Colorado, or, if the hearing is not held in person, then by such telephonic or electronic means accessed as described on the City’s website Auroragov.org, to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility for annexation.

Section 3. The City Clerk is hereby directed to publish this Resolution and a Notice of Public Hearing once each week for four consecutive weeks in a newspaper of general circulation in the area proposed to be annexed.

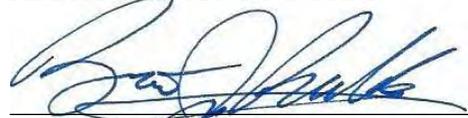
RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney

Exhibit A

(Legal description of property to be annexed)

A PARCEL OF LAND SITUATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO ADDITIONALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, WHENCE THE WEST QUARTER CORNER OF SECTION 32 BEARS SOUTH 00°42'25" EAST, A DISTANCE OF 2,652.50 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°42'25" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN THE BOARD OF COUNTY COMMISSIONERS COUNTY ROAD PETITION NO. 622, AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID WEST LINE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'42" EAST, A DISTANCE OF 2,645.72 FEET TO THE EAST LINE OF SAID WEST HALF OF SECTION 32,

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE, SOUTH 00°42'47" EAST, A DISTANCE OF 2,812.43 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILWAY COMPANY;

THENCE DEPARTING SAID EAST LINE, ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 83°30'05" WEST, A DISTANCE OF 2,667.04 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, ALONG SAID WEST LINE, NORTH 00°42'25" WEST, A DISTANCE OF 2,491.84 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 161.090 ACRES (7,017,070 SQUARE FEET), MORE OR LESS.



Subject Site

E 26TH AVE

E SMITH RD

E COLFAX AVE

N POWHATON RD

70

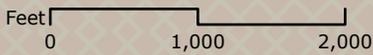
40

36

Legend

-  Site
-  Railroad
-  Lakes
-  Other Jurisdictions
-  Parcels
-  City Limits

Harvest Road Property Annexation



Aurora is Worth Discovering!



City of Aurora, Colorado

Planning & Development Services
 15151 E. Alameda Parkway
 Aurora CO 80012 USA
 AuroraGov.org
 303.738.7217
 GIS@auroragov.org

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

The undersigned (the "**Petitioners**"), being the owners of more than fifty percent (50%) of the property proposed to be annexed, exclusive of public streets and alleys, which property is described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"), hereby petitions the City Council (the "**Council**") of the City of Aurora, Colorado (the "**City**"), for annexation of the Property in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., as amended.

In support of this petition, the Petitioners state the following:

1. It is desirable and necessary that the Property be annexed to the City.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., exist or have been met:
 - a. Not less than one sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the City.
 - b. Contiguity with the City is not established by: (i) use of any boundary of an area: previously annexed to the City that, at the time of its annexation, was not contiguous at any point with the boundary of the City , was not otherwise in compliance with Section 31 -12-104(1)(a), C.R.S., and was located more than three miles from the nearest boundary of the City ("**Non-Contiguous Area**"); or (ii) use of any boundary of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.
 - c. A community of interest exists between the Property and the City.
 - d. The Property is urban or will be urbanized in the near future.
 - e. The Property is integrated or is capable of being integrated with the City.
 - f. In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner unless separated by a dedicated street, road, or other public way.
 - g. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty acres or more which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of \$200,000 for the preceding tax year has been included in the Property without the written consent of the landowner.

- h. No annexation proceedings have been commenced for the annexation of all or any portion of the Property to another municipality.
- i. The annexation of the Property shall not result in the detachment of area from any school district or the attachment of area to another school district.
- j. No portion of the Property is more than three miles in any direction from any point of the City boundary as such was established more than one year before this annexation will become effective.
- k. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the boundaries of the Property.
- l. The Property is not presently a part of any incorporated town, city and county, or city.

3. The petitioners comprise one hundred percent (100%) of the landowners owning one hundred percent (100%) of the territory included in the area proposed to be annexed, exclusive of streets and alleys.

4. Accompanying this Petition are four copies of an annexation map showing the seal of a registered engineer or land surveyor, containing the following information:

- a. A written legal description of the boundaries of the Property;
- b. A showing of the boundary of the Property;
- c. A showing of the location of each ownership tract in unplatted land and, if part or all of the Property is platted, the boundaries and the plat numbers of plots or of lots and blocks;
- d. Next to the boundary of the Property, a drawing of the contiguous boundary of the City and any other municipality abutting the Property.

5. Accompanying this Petition is a copy of the Special Warranty Deed(s) for the non-tributary and not nontributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath the Property. It is not required that the deed(s) be executed at the time of the Petition, but to the extent that the Petitioners do not deliver original executed Special Warranty Deeds for any said ground water underlying the Property, accompanying this Petition is an affidavit(s) stating that original executed deed(s) can and will be delivered to Aurora prior to approval of the annexation. An original executed Special Warranty Deed(s) for any and all said ground water underlying the Property will be delivered to Aurora prior to scheduling of the final reading and annexation approval before the City Council. To the extent Petitioners cannot deliver the original executed Special Warranty Deed(s) for the non-tributary and not non-tributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath the Property, accompanying this Petition is an affidavit by Petitioners stating Petitioners' current knowledge of the ownership of said water. Prior to scheduling of the final reading and annexation approval before the City Council, Petitioners shall pay to the City the monetary value of that

portion of said water beneath the Property not to be deeded to the City. Said deed(s) and monies paid to the City will be held in escrow to be returned to the Petitioners in the event the annexation is not approved by City Council.

6. Prior to the hearing before the City Council on whether to annex the Property, the Petitioners and the City shall have entered into an annexation agreement which shall govern and control the development of the Property within the City (the “**Annexation Agreement**”). Annexation of the Property shall be conditioned upon the City Council’s approval of the Annexation Agreement. Upon the effective date of the ordinance annexing the Property and approving the Annexation Agreement (“**Annexation Ordinance**”), the Property shall be subject to all of the terms and provisions of the Annexation Agreement.

7. In the event that an Annexation Agreement satisfactory to both the Petitioners and the City is not agreed to on or before the date of the second reading of the Annexation Ordinance, the Petitioners shall have the right to withdraw this Petition at their option and this Petition shall be deemed to be null and void as of the date of this Petition and of no force and effect as if it had never been executed and filed with the City. In such event, no filing fees shall be refunded to the Petitioners by the City.

8. No vested rights to use or develop the Property in any particular way, as defined in Section 24-68-101, et seq., C.R.S., have been requested by the Petitioners from any governmental entity, other than those requested and included in the Annexation Agreement

9. The Petitioners signed this Petition no more than one hundred eighty (180) days prior to the date of filing.

10. The Petitioners shall pay all fees and costs incurred by the City in processing this Petition through the annexation hearing before the City Council.

11. Except as modified by the terms and provisions of the Annexation Agreement, upon the effective date of the Annexation Ordinance, the Property shall become subject to the Charter and all ordinances, resolutions, rules, and regulations of the City, except for general property taxes of the City which shall become effective on January 1 of the next succeeding year following the effective date of the Annexation Ordinance.

12. The Petitioners acknowledge that, upon the effective date of the Annexation Ordinance and subject to the terms and provisions of the Annexation Agreement, the Property, the owners thereof, and the uses thereon shall be subject to all taxes and fees imposed by the City. The Property, the owners thereof, and the uses thereon are also bound by any taxes imposed and voter authorization obtained pursuant to Article X, Section 20 of the Colorado Constitution prior to the annexation of the Property. The Petitioners hereby waive any claims they may have under Article X, Section 20 of the Colorado Constitution related to such taxes and voter authorization.

WHEREFORE, the Petitioners respectfully request that the City Council approve the annexation of the Property.

Petitioners:

Mailing Address: 1280 Fairfax St.
Denver, CO 80220
Attn: Anna C. Schulzek

GRIMM FARMS, LLC,
a Colorado limited liability company

Date: 10/4/21

By: 

Name: Anna C. Schulzek

Title: Manager

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the City of Aurora, Colorado, consisting of four (4) pages, including this page, and that the signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Name Diana J. Payne (Please Print)
Diana J. Payne (Signature)

STATE OF COLORADO)
COUNTY OF Arapahoe)

The foregoing Affidavit of Circulator was subscribed and affirmed before me this 4th day of, October, 2021

Witness my hand and official seal. *Jennifer Urdiales*

Notary Public [S E A L]

My commission expires: 3-25-2023

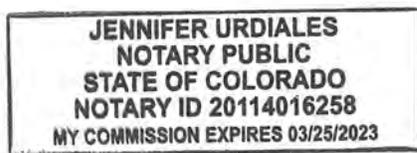


EXHIBIT A

(Legal description of property to be annexed)

LEGAL DESCRIPTION

TWO PARCELS OF LAND BEING ALL OF CORRECTION QUITCLAIM DEED RECORDED ON AUGUST 29, 2016 AT RECEPTION NO. 2016000071521 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, ADDITIONALLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, WHENCE THE WEST QUARTER CORNER OF SECTION 32 BEARS SOUTH 00°42'25" EAST, A DISTANCE OF 2,652.50 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°42'25" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN THE BOARD OF COUNTY COMMISSIONERS COUNTY ROAD PETITION NO. 622, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST LINE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'42" EAST, A DISTANCE OF 2,645.72 FEET TO THE EAST LINE OF SAID WEST HALF OF SECTION 32,

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE, SOUTH 00°42'47" EAST, A DISTANCE OF 2,812.43 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILWAY COMPANY;

THENCE DEPARTING SAID EAST LINE, ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 83°30'05" WEST, A DISTANCE OF 2,667.04 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, ALONG SAID WEST LINE, NORTH 00°42'25" WEST, A DISTANCE OF 2,491.84 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 161.090 ACRES (7,017,070 SQUARE FEET), MORE OR LESS.

TOGETHER WITH

PARCEL B

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 32;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, SOUTH 00°43'08" EAST, A DISTANCE OF 272.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SMITH ROAD, AND THE NORTHWEST CORNER OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646, IN SAID OFFICIAL RECORDS:

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND THE NORTHERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED, SOUTH 83°30'05" EAST, A DISTANCE OF 468.71 FEET TO THE NORTHEAST CORNER THEREOF, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 83°30'05" EAST, A DISTANCE OF 2,950.43 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MUSCADINE ROAD AS DEPICTED ON THE BLUE SPRUCE ENERGY CENTER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. C1065354, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°42'47" EAST, A DISTANCE OF 1,800.24 FEET TO THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 24, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 28, IN SAID OFFICIAL RECORDS, SOUTH 89°44'23" WEST, A DISTANCE OF 746.19 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32;

THENCE CONTINUING ALONG SAID LAST DESCRIBED NORTHERLY RIGHT-OF-WAY, SOUTH 89°44'20" WEST, A DISTANCE OF 2,545.78 FEET TO THE SOUTHEAST CORNER OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2016000098388, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED, NORTH 00°43'08" WEST, A DISTANCE OF 1,773.51 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°16'47" EAST, A DISTANCE OF 365.00 FEET;
2. NORTH 00°43'08" WEST, A DISTANCE OF 371.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 147.506 ACRES, (6,425,358 SQUARE FEET), MORE OR LESS.

CONTAINING A COMBINED AREA OF 308.596 ACRES, (13,442,428 SQUARE FEET), MORE OR LESS.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 e. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ANNEXATION MAP

LOCATED IN SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF "PARCEL 1" AS DESCRIBED IN CORRECTION QUITCLAIM DEED RECORDED ON AUGUST 29, 2016 AT RECEPTION NO. 2016000071521 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, WHENCE THE WEST QUARTER CORNER OF SECTION 32 BEARS SOUTH 00°42'25" EAST, A DISTANCE OF 2,652.50 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°42'25" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN THE BOARD OF COUNTY COMMISSIONERS COUNTY ROAD PETITION NO. 622, AND THE **POINT OF BEGINNING**;

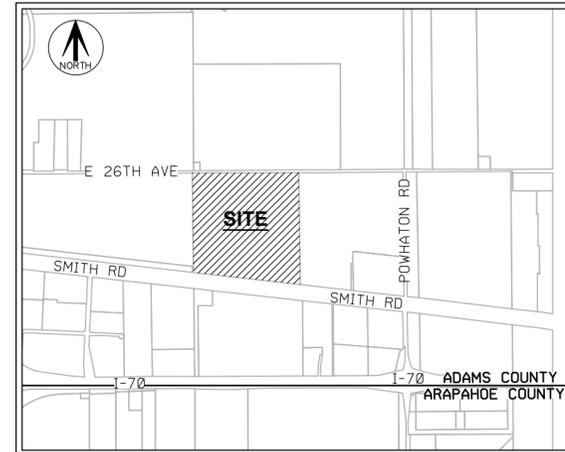
THENCE DEPARTING SAID WEST LINE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'42" EAST, A DISTANCE OF 2,645.72 FEET TO THE EAST LINE OF SAID WEST HALF OF SECTION 32,

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE, SOUTH 00°42'47" EAST, A DISTANCE OF 2,812.43 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILWAY COMPANY;

THENCE DEPARTING SAID EAST LINE, ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 83°30'05" WEST, A DISTANCE OF 2,667.04 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, ALONG SAID WEST LINE, NORTH 00°42'25" WEST, A DISTANCE OF 2,491.84 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 161.090 ACRES (7,017,070 SQUARE FEET), MORE OR LESS.



VICINITY MAP
SCALE: 1" = 3000'

CONTIGUITY INFORMATION

PARCEL

- 7,798.80 FEET - CONTIGUOUS PERIMETER TO PRESENT AURORA CITY LIMITS
- 10,617.03 FEET - TOTAL PARCEL PERIMETER
- 73.46% - PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

GENERAL NOTES

1. BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°42'25" EAST, A DISTANCE OF 2652.50 FEET.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL TITLE INFORMATION OF RECORD, AZTEC CONSULTANTS, INC., RELIED UPON COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. NCS-1038617-CO ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF MARCH 11, 2021 AT 5.00 P.M.
3. DISTANCES ON THIS ANNEXATION PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET.
4. THIS MAP IS FOR ANNEXATION PURPOSES ONLY, NO MONUMENTS WERE SET.

SURVEYOR'S CERTIFICATE

I, BRADY J. MOORHEAD, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF AURORA, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

BRADY J. MOORHEAD, PLS NO. 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1
LITTLETON, CO. 80122
(303) 713-1898

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

FOR REVIEW

CITY OF AURORA APPROVALS

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY ATTORNEY _____ DATE _____

CITY COUNCIL ORDINANCE NO. _____ EFFECTIVE DATE _____

RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT _____

_____ O'CLOCK _____ M., THIS _____ DAY OF _____, 20____ A.D.

RECEPTION NO. _____

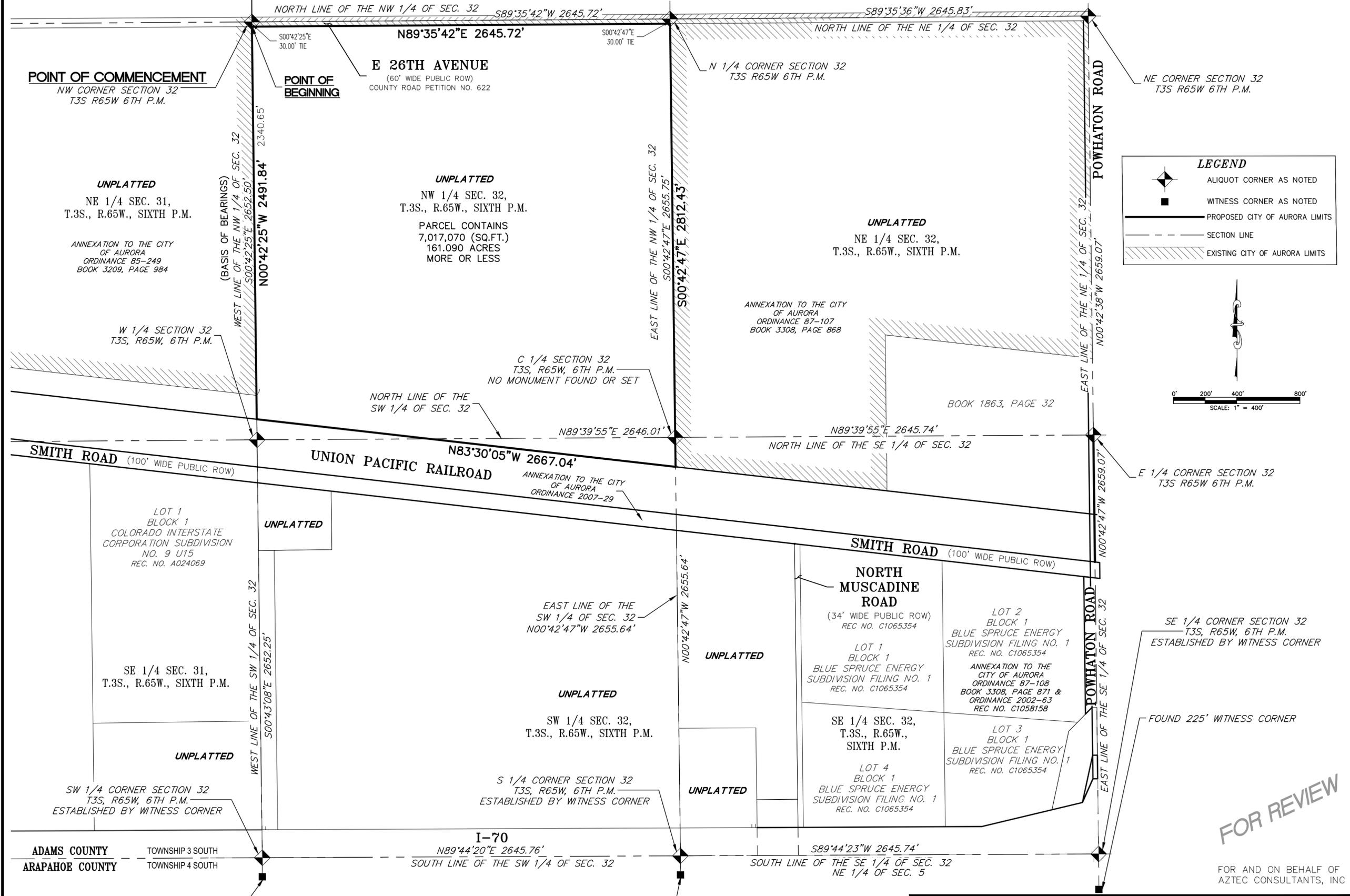
CLERK AND RECORDER _____ DEPUTY _____

	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DATE OF PREPARATION:	08-02-2022
	AzTec Proj. No.: 54820-26 Drawn By: BAM	SCALE:	N/A
		SHEET 1 OF 2	

ANNEXATION MAP

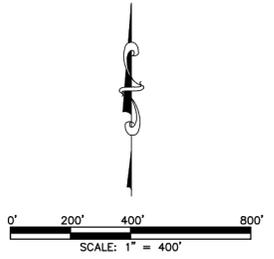
LOCATED IN SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2

ANNEXATION TO THE CITY
OF AURORA
ORDINANCE 85-189
BOOK 3132, PAGE 648



LEGEND

- ALIQUOT CORNER AS NOTED
- WITNESS CORNER AS NOTED
- PROPOSED CITY OF AURORA LIMITS
- SECTION LINE
- EXISTING CITY OF AURORA LIMITS



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54820-26
Drawn By: BAM

DATE OF PREPARATION:	08-02-2022
SCALE:	1" = 400'
SHEET 2 OF 2	

EXHIBIT A
LEGAL DESCRIPTION

TWO PARCELS OF LAND BEING ALL OF CORRECTION QUITCLAIM DEED RECORDED ON AUGUST 29, 2016 AT RECEPTION NO. 2016000071521 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, ADDITIONALLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, WHENCE THE WEST QUARTER CORNER OF SECTION 32 BEARS SOUTH 00°42'25" EAST, A DISTANCE OF 2,652.50 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°42'25" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN THE BOARD OF COUNTY COMMISSIONERS COUNTY ROAD PETITION NO. 622, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST LINE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'42" EAST, A DISTANCE OF 2,645.72 FEET TO THE EAST LINE OF SAID WEST HALF OF SECTION 32,

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE, SOUTH 00°42'47" EAST, A DISTANCE OF 2,812.43 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILWAY COMPANY;

THENCE DEPARTING SAID EAST LINE, ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 83°30'05" WEST, A DISTANCE OF 2,667.04 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, ALONG SAID WEST LINE, NORTH 00°42'25" WEST, A DISTANCE OF 2,491.84 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 161.090 ACRES (7,017,070 SQUARE FEET), MORE OR LESS.

TOGETHER WITH

PARCEL B

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 32;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, SOUTH 00°43'08" EAST, A DISTANCE OF 272.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SMITH ROAD, AND THE NORTHWEST CORNER OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646, IN SAID OFFICIAL RECORDS:

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND THE NORTHERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED, SOUTH 83°30'05" EAST, A DISTANCE OF 468.71 FEET TO THE NORTHEAST CORNER THEREOF, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 83°30'05" EAST, A DISTANCE OF 2,950.43 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MUSCADINE ROAD AS DEPICTED ON

THE BLUE SPRUCE ENERGY CENTER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. C1065354, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°42'47" EAST, A DISTANCE OF 1,800.24 FEET TO THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 24, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 28, IN SAID OFFICIAL RECORDS, SOUTH 89°44'23" WEST, A DISTANCE OF 746.19 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32;

THENCE CONTINUING ALONG SAID LAST DESCRIBED NORTHERLY RIGHT-OF-WAY, SOUTH 89°44'20" WEST, A DISTANCE OF 2,545.78 FEET TO THE SOUTHEAST CORNER OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2016000098388, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED, NORTH 00°43'08" WEST, A DISTANCE OF 1,773.51 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°16'47" EAST, A DISTANCE OF 365.00 FEET;
2. NORTH 00°43'08" WEST, A DISTANCE OF 371.10 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 147.506 ACRES, (6,425,358 SQUARE FEET), MORE OR LESS.

CONTAINING A COMBINED AREA OF 308.596 ACRES, (13,442,428 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



CITY OF AURORA

Council Agenda Commentary

Item Title: Harvest Road Property Annexation Parcel B
Item Initiator: Jacob Cox, Manager of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: Blair Lichtenfels, Brownstein Hyatt Farber Schreck, LLP
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/22/2022

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (HARVEST ROAD PARCEL B ANNEXATION) 147.506 ACRES

Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: Blair Lichtenfels, Brownstein Hyatt Farber Schreck, LLP

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

The City Council has adopted the Aurora Places Comprehensive Plan to guide future growth and development within the city. This plan has established the City's Annexation Area which is the boundary within which the City will consider annexation requests. **This property is located within the City's Annexation Area.**

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

A petition for annexation was filed with the City Clerk for annexation of a 147.506-acre parcel owned by Grimm Farms, LLC. This parcel is located southeast of Harvest Road and 26th Avenue (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. There will be a master plan for the property pursued concurrently with annexation, indicating commercial/light industrial land uses.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning shall follow the City's Comprehensive Plan.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this resolution is item #1 listed below:

- 1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
- 2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
- 3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

QUESTIONS FOR COUNCIL

Does City Council wish to approve the resolution as proposed and set the date for a public hearing on the proposed annexation?

LEGAL COMMENTS

According to the Colorado Municipal Annexation Act, a resolution is necessary to make a finding that the petition is compliance with Section 31-12-107(1). The resolution also establishes a date for a public hearing on the proposed annexation. The hearing is scheduled for September 26, 2022.

A petition is in substantial compliance if it is filed with the City Clerk and contains the following:

- 1) an allegation that it is desirable and necessary that the area be annexed
- 2) an allegation that the required contiguity exists
- 3) an allegation that the signers of the petition comprise more than 50 percent of the owners owning more than 50 percent of the property
- 4) a request that the City approve the annexation of the area proposed
- 5) a signature and address of the landowner
- 6) a legal description of the land owned

- 7) date of signature
- 8) an affidavit of the circulator of the petition
- 9) four copies of the annexation map.

This petition complies with the statutory requirements. (Rulla).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various development fees paid at time of development, as well as future taxes generated by the expected development of commercial/industrial uses on this property.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Annexation and connection to the City's utility system will permit the property to develop more efficiently than would be possible in Adams County.

RESOLUTION NO. R2022 ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (HARVEST ROAD PARCEL B ANNEXATION) 147.506 ACRES

WHEREAS, a petition for annexation of a certain parcels of land, described herein in Exhibit A attached hereto, has been filed with the City Clerk of the City of Aurora, Colorado (the “City”); and

WHEREAS, the petition has been referred to the City Council of the City for a determination of substantial compliance with requirements of Section 31-12-107(1), C.R.S.; and

WHEREAS, the City Council has been advised by staff, and has taken official notice of all maps, records, and other information and materials on file with the City regarding said petition.

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

Section 1. The petition for annexation of certain land more particularly described in Exhibit A, attached hereto and incorporated herein, is hereby determined to be in substantial compliance with Section 31-12-107(1), C.R.S.

Section 2. The City Council shall hold a public hearing on the proposed annexation on September 26, 2022, at 6:30 p.m., in the City Council Chambers, Aurora Municipal Center, 15151 East Alameda Parkway, Aurora, Colorado, or, if the hearing is not held in person, then by such telephonic or electronic means accessed as described on the City’s website Auroragov.org, to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility for annexation.

Section 3. The City Clerk is hereby directed to publish this Resolution and a Notice of Public Hearing once each week for four consecutive weeks in a newspaper of general circulation in the area proposed to be annexed.

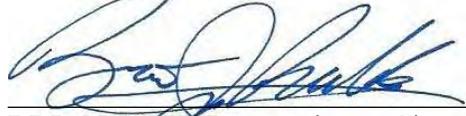
RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney

Exhibit A

(Legal description of property to be annexed)

A PARCEL OF LAND SITUATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO ADDITIONALLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID WEST QUARER CORNER OF SECTION 32;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, SOUTH 00°43'08" EAST, A DISTANCE OF 272.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SMITH ROAD, AND THE NORTHWEST CORNER OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646, IN SAID OFFICIAL RECORDS:

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND THE NORTHERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED, SOUTH 83°30'05" EAST, A DISTANCE OF 468.71 FEET TO THE NORTHEAST CORNER THEREOF, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 83°30'05" EAST, A DISTANCE OF 2,950.43 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MUSCADINE ROAD AS DEPICTED ON THE BLUE SPRUCE ENERGY CENTER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. C1065354, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°42'47" EAST, A DISTANCE OF 1,800.24 FEET TO THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 24, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 28, IN SAID OFFICIAL RECORDS, SOUTH 89°44'23" WEST, A DISTANCE OF 746.19 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32;

THENCE CONTINUING ALONG SAID LAST DESCRIBED NORTHERLY RIGHT-OF-WAY, SOUTH 89°44'20" WEST, A DISTANCE OF 2,545.78 FEET TO THE SOUTHEAST CORNER OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2016000098388, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED, NORTH 00°43'08" WEST, A DISTANCE OF 1,773.51 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°16'47" EAST, A DISTANCE OF 365.00 FEET;
2. NORTH 00°43'08" WEST, A DISTANCE OF 371.10 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 147.506 ACRES, (6,425,358 SQUARE FEET), MORE OR LESS.



Subject Site

E 26TH AVE

E SMITH RD

E COLFAX AVE

N POWHATON RD

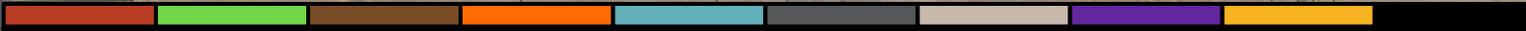
70

40

36

Legend

-  Site
-  Railroad
-  Lakes
-  Other Jurisdictions
-  Parcels
-  City Limits



Harvest Road Property Annexation

Feet
0 1,000 2,000



Aurora is
Worth Discovering!



City of Aurora, Colorado

Planning & Development Services
 15151 E. Alameda Parkway
 Aurora CO 80012 USA
 AuroraGov.org
 303.733.2117
 GIS@auroragov.org

EXHIBIT A
LEGAL DESCRIPTION

TWO PARCELS OF LAND BEING ALL OF CORRECTION QUITCLAIM DEED RECORDED ON AUGUST 29, 2016 AT RECEPTION NO. 2016000071521 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, ADDITIONALLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, WHENCE THE WEST QUARTER CORNER OF SECTION 32 BEARS SOUTH 00°42'25" EAST, A DISTANCE OF 2,652.50 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°42'25" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN THE BOARD OF COUNTY COMMISSIONERS COUNTY ROAD PETITION NO. 622, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST LINE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'42" EAST, A DISTANCE OF 2,645.72 FEET TO THE EAST LINE OF SAID WEST HALF OF SECTION 32,

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE, SOUTH 00°42'47" EAST, A DISTANCE OF 2,812.43 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILWAY COMPANY;

THENCE DEPARTING SAID EAST LINE, ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 83°30'05" WEST, A DISTANCE OF 2,667.04 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, ALONG SAID WEST LINE, NORTH 00°42'25" WEST, A DISTANCE OF 2,491.84 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 161.090 ACRES (7,017,070 SQUARE FEET), MORE OR LESS.

TOGETHER WITH

PARCEL B

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 32;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, SOUTH 00°43'08" EAST, A DISTANCE OF 272.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SMITH ROAD, AND THE NORTHWEST CORNER OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646, IN SAID OFFICIAL RECORDS:

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND THE NORTHERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED, SOUTH 83°30'05" EAST, A DISTANCE OF 468.71 FEET TO THE NORTHEAST CORNER THEREOF, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 83°30'05" EAST, A DISTANCE OF 2,950.43 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MUSCADINE ROAD AS DEPICTED ON

THE BLUE SPRUCE ENERGY CENTER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. C1065354, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°42'47" EAST, A DISTANCE OF 1,800.24 FEET TO THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 24, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 28, IN SAID OFFICIAL RECORDS, SOUTH 89°44'23" WEST, A DISTANCE OF 746.19 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32;

THENCE CONTINUING ALONG SAID LAST DESCRIBED NORTHERLY RIGHT-OF-WAY, SOUTH 89°44'20" WEST, A DISTANCE OF 2,545.78 FEET TO THE SOUTHEAST CORNER OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2016000098388, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED, NORTH 00°43'08" WEST, A DISTANCE OF 1,773.51 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°16'47" EAST, A DISTANCE OF 365.00 FEET;
2. NORTH 00°43'08" WEST, A DISTANCE OF 371.10 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 147.506 ACRES, (6,425,358 SQUARE FEET), MORE OR LESS.

CONTAINING A COMBINED AREA OF 308.596 ACRES, (13,442,428 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

The undersigned (the "**Petitioners**"), being the owners of more than fifty percent (50%) of the property proposed to be annexed, exclusive of public streets and alleys, which property is described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"), hereby petitions the City Council (the "**Council**") of the City of Aurora, Colorado (the "**City**"), for annexation of the Property in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., as amended.

In support of this petition, the Petitioners state the following:

1. It is desirable and necessary that the Property be annexed to the City.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., exist or have been met:
 - a. Not less than one sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the City.
 - b. Contiguity with the City is not established by: (i) use of any boundary of an area: previously annexed to the City that, at the time of its annexation, was not contiguous at any point with the boundary of the City , was not otherwise in compliance with Section 31 -12-104(1)(a), C.R.S., and was located more than three miles from the nearest boundary of the City ("**Non-Contiguous Area**"); or (ii) use of any boundary of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.
 - c. A community of interest exists between the Property and the City.
 - d. The Property is urban or will be urbanized in the near future.
 - e. The Property is integrated or is capable of being integrated with the City.
 - f. In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner unless separated by a dedicated street, road, or other public way.
 - g. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty acres or more which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of \$200,000 for the preceding tax year has been included in the Property without the written consent of the landowner.

- h. No annexation proceedings have been commenced for the annexation of all or any portion of the Property to another municipality.
- i. The annexation of the Property shall not result in the detachment of area from any school district or the attachment of area to another school district.
- j. No portion of the Property is more than three miles in any direction from any point of the City boundary as such was established more than one year before this annexation will become effective.
- k. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the boundaries of the Property.
- l. The Property is not presently a part of any incorporated town, city and county, or city.

3. The petitioners comprise one hundred percent (100%) of the landowners owning one hundred percent (100%) of the territory included in the area proposed to be annexed, exclusive of streets and alleys.

4. Accompanying this Petition are four copies of an annexation map showing the seal of a registered engineer or land surveyor, containing the following information:

- a. A written legal description of the boundaries of the Property;
- b. A showing of the boundary of the Property;
- c. A showing of the location of each ownership tract in unplatted land and, if part or all of the Property is platted, the boundaries and the plat numbers of plots or of lots and blocks;
- d. Next to the boundary of the Property, a drawing of the contiguous boundary of the City and any other municipality abutting the Property.

5. Accompanying this Petition is a copy of the Special Warranty Deed(s) for the non-tributary and not nontributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath the Property. It is not required that the deed(s) be executed at the time of the Petition, but to the extent that the Petitioners do not deliver original executed Special Warranty Deeds for any said ground water underlying the Property, accompanying this Petition is an affidavit(s) stating that original executed deed(s) can and will be delivered to Aurora prior to approval of the annexation. An original executed Special Warranty Deed(s) for any and all said ground water underlying the Property will be delivered to Aurora prior to scheduling of the final reading and annexation approval before the City Council. To the extent Petitioners cannot deliver the original executed Special Warranty Deed(s) for the non-tributary and not non-tributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath the Property, accompanying this Petition is an affidavit by Petitioners stating Petitioners' current knowledge of the ownership of said water. Prior to scheduling of the final reading and annexation approval before the City Council, Petitioners shall pay to the City the monetary value of that

portion of said water beneath the Property not to be deeded to the City. Said deed(s) and monies paid to the City will be held in escrow to be returned to the Petitioners in the event the annexation is not approved by City Council.

6. Prior to the hearing before the City Council on whether to annex the Property, the Petitioners and the City shall have entered into an annexation agreement which shall govern and control the development of the Property within the City (the “**Annexation Agreement**”). Annexation of the Property shall be conditioned upon the City Council’s approval of the Annexation Agreement. Upon the effective date of the ordinance annexing the Property and approving the Annexation Agreement (“**Annexation Ordinance**”), the Property shall be subject to all of the terms and provisions of the Annexation Agreement.

7. In the event that an Annexation Agreement satisfactory to both the Petitioners and the City is not agreed to on or before the date of the second reading of the Annexation Ordinance, the Petitioners shall have the right to withdraw this Petition at their option and this Petition shall be deemed to be null and void as of the date of this Petition and of no force and effect as if it had never been executed and filed with the City. In such event, no filing fees shall be refunded to the Petitioners by the City.

8. No vested rights to use or develop the Property in any particular way, as defined in Section 24-68-101, et seq., C.R.S., have been requested by the Petitioners from any governmental entity, other than those requested and included in the Annexation Agreement

9. The Petitioners signed this Petition no more than one hundred eighty (180) days prior to the date of filing.

10. The Petitioners shall pay all fees and costs incurred by the City in processing this Petition through the annexation hearing before the City Council.

11. Except as modified by the terms and provisions of the Annexation Agreement, upon the effective date of the Annexation Ordinance, the Property shall become subject to the Charter and all ordinances, resolutions, rules, and regulations of the City, except for general property taxes of the City which shall become effective on January 1 of the next succeeding year following the effective date of the Annexation Ordinance.

12. The Petitioners acknowledge that, upon the effective date of the Annexation Ordinance and subject to the terms and provisions of the Annexation Agreement, the Property, the owners thereof, and the uses thereon shall be subject to all taxes and fees imposed by the City. The Property, the owners thereof, and the uses thereon are also bound by any taxes imposed and voter authorization obtained pursuant to Article X, Section 20 of the Colorado Constitution prior to the annexation of the Property. The Petitioners hereby waive any claims they may have under Article X, Section 20 of the Colorado Constitution related to such taxes and voter authorization.

WHEREFORE, the Petitioners respectfully request that the City Council approve the annexation of the Property.

Petitioners:

Mailing Address: 1280 Fairfax St.
Denver, CO 80220
Attn: Anna C. Schulzek

GRIMM FARMS, LLC,
a Colorado limited liability company

Date: 10/4/21

By: 

Name: Anna C. Schulzek

Title: Manager

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the City of Aurora, Colorado, consisting of four (4) pages, including this page, and that the signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Name Diana J. Payne (Please Print)
Diana J. Payne (Signature)

STATE OF COLORADO)
COUNTY OF Arapahoe)

The foregoing Affidavit of Circulator was subscribed and affirmed before me this 4th day of, October, 2021

Witness my hand and official seal. *Jennifer Urdiales*

Notary Public [S E A L]

My commission expires: 3-25-2023

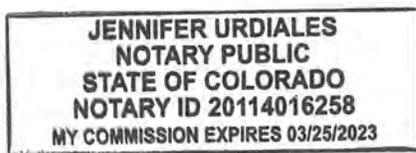


EXHIBIT A

(Legal description of property to be annexed)

LEGAL DESCRIPTION

TWO PARCELS OF LAND BEING ALL OF CORRECTION QUITCLAIM DEED RECORDED ON AUGUST 29, 2016 AT RECEPTION NO. 2016000071521 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, ADDITIONALLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, WHENCE THE WEST QUARTER CORNER OF SECTION 32 BEARS SOUTH 00°42'25" EAST, A DISTANCE OF 2,652.50 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°42'25" EAST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN THE BOARD OF COUNTY COMMISSIONERS COUNTY ROAD PETITION NO. 622, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST LINE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°35'42" EAST, A DISTANCE OF 2,645.72 FEET TO THE EAST LINE OF SAID WEST HALF OF SECTION 32,

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID EAST LINE, SOUTH 00°42'47" EAST, A DISTANCE OF 2,812.43 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILWAY COMPANY;

THENCE DEPARTING SAID EAST LINE, ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 83°30'05" WEST, A DISTANCE OF 2,667.04 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, ALONG SAID WEST LINE, NORTH 00°42'25" WEST, A DISTANCE OF 2,491.84 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 161.090 ACRES (7,017,070 SQUARE FEET), MORE OR LESS.

TOGETHER WITH

PARCEL B

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 32;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, SOUTH 00°43'08" EAST, A DISTANCE OF 272.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SMITH ROAD, AND THE NORTHWEST CORNER OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646, IN SAID OFFICIAL RECORDS:

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND THE NORTHERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED, SOUTH 83°30'05" EAST, A DISTANCE OF 468.71 FEET TO THE NORTHEAST CORNER THEREOF, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 83°30'05" EAST, A DISTANCE OF 2,950.43 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MUSCADINE ROAD AS DEPICTED ON THE BLUE SPRUCE ENERGY CENTER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. C1065354, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°42'47" EAST, A DISTANCE OF 1,800.24 FEET TO THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 24, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 28, IN SAID OFFICIAL RECORDS, SOUTH 89°44'23" WEST, A DISTANCE OF 746.19 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32;

THENCE CONTINUING ALONG SAID LAST DESCRIBED NORTHERLY RIGHT-OF-WAY, SOUTH 89°44'20" WEST, A DISTANCE OF 2,545.78 FEET TO THE SOUTHEAST CORNER OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2016000098388, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED, NORTH 00°43'08" WEST, A DISTANCE OF 1,773.51 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°16'47" EAST, A DISTANCE OF 365.00 FEET;
2. NORTH 00°43'08" WEST, A DISTANCE OF 371.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 147.506 ACRES, (6,425,358 SQUARE FEET), MORE OR LESS.

CONTAINING A COMBINED AREA OF 308.596 ACRES, (13,442,428 SQUARE FEET), MORE OR LESS.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 e. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ANNEXATION MAP

LOCATED IN SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF "PARCEL 1" AS DESCRIBED IN CORRECTION QUITCLAIM DEED RECORDED ON AUGUST 29, 2016 AT RECEPTION NO. 2016000071521 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 32;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, SOUTH 00°43'08" EAST, A DISTANCE OF 272.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SMITH ROAD, AND THE NORTHWEST CORNER OF QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND THE NORTHERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED, SOUTH 83°30'05" EAST, A DISTANCE OF 468.71 FEET TO THE NORTHEAST CORNER THEREOF, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 83°30'05" EAST, A DISTANCE OF 2,950.43 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MUSCADINE ROAD AS DEPICTED ON THE BLUE SPRUCE ENERGY CENTER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. C1065354, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°42'47" EAST, A DISTANCE OF 1,800.24 FEET TO THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 24, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE I-70 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 607, AT PAGE 28, IN SAID OFFICIAL RECORDS, SOUTH 89°44'23" WEST, A DISTANCE OF 746.19 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 32;

THENCE CONTINUING ALONG SAID LAST DESCRIBED NORTHERLY RIGHT-OF-WAY, SOUTH 89°44'20" WEST, A DISTANCE OF 2,545.78 FEET TO THE SOUTHEAST CORNER OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2016000098388, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED, NORTH 00°43'08" WEST, A DISTANCE OF 1,773.51 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID QUITCLAIM DEED RECORDED AT RECEPTION NO. 2014000055646;

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LAST DESCRIBED QUITCLAIM DEED THE FOLLOWING TWO (2) COURSES:

1. NORTH 89°16'47" EAST, A DISTANCE OF 365.00 FEET;
2. NORTH 00°43'08" WEST, A DISTANCE OF 371.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 147.506 ACRES, (6,425,358 SQUARE FEET), MORE OR LESS.

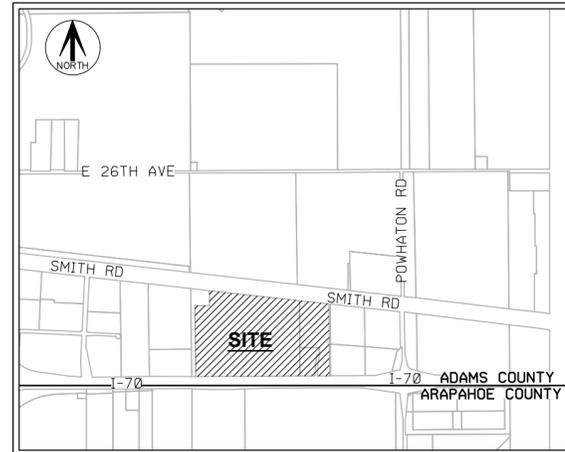
CONTIGUITY INFORMATION

PARCEL

4,750.67 FEET - CONTIGUOUS PERIMETER TO PRESENT AURORA CITY LIMITS

10,552.25 FEET - TOTAL PARCEL PERIMETER

45.02% - PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)



VICINITY MAP
SCALE: 1" = 3000'

GENERAL NOTES

1. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°43'08" EAST, A DISTANCE OF 2652.25 FEET.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL TITLE INFORMATION OF RECORD, AZTEC CONSULTANTS, INC., RELIED UPON COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. NCS-1038617-CO ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF MARCH 11, 2021 AT 5.00 P.M.
3. DISTANCES ON THIS ANNEXATION PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET.
4. THIS MAP IS FOR ANNEXATION PURPOSES ONLY, NO MONUMENTS WERE SET.

SURVEYOR'S CERTIFICATE

I, BRADY J. MOORHEAD, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF AURORA, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

BRADY J. MOORHEAD, PLS NO. 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1
LITTLETON, CO. 80122
(303) 713-1898

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

CITY OF AURORA APPROVALS

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY ATTORNEY _____ DATE _____

CITY COUNCIL ORDINANCE NO. _____ EFFECTIVE DATE _____

RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT _____

_____ O'CLOCK _____ M., THIS _____ DAY OF _____, 20____ A.D.

RECEPTION NO. _____

CLERK AND RECORDER _____

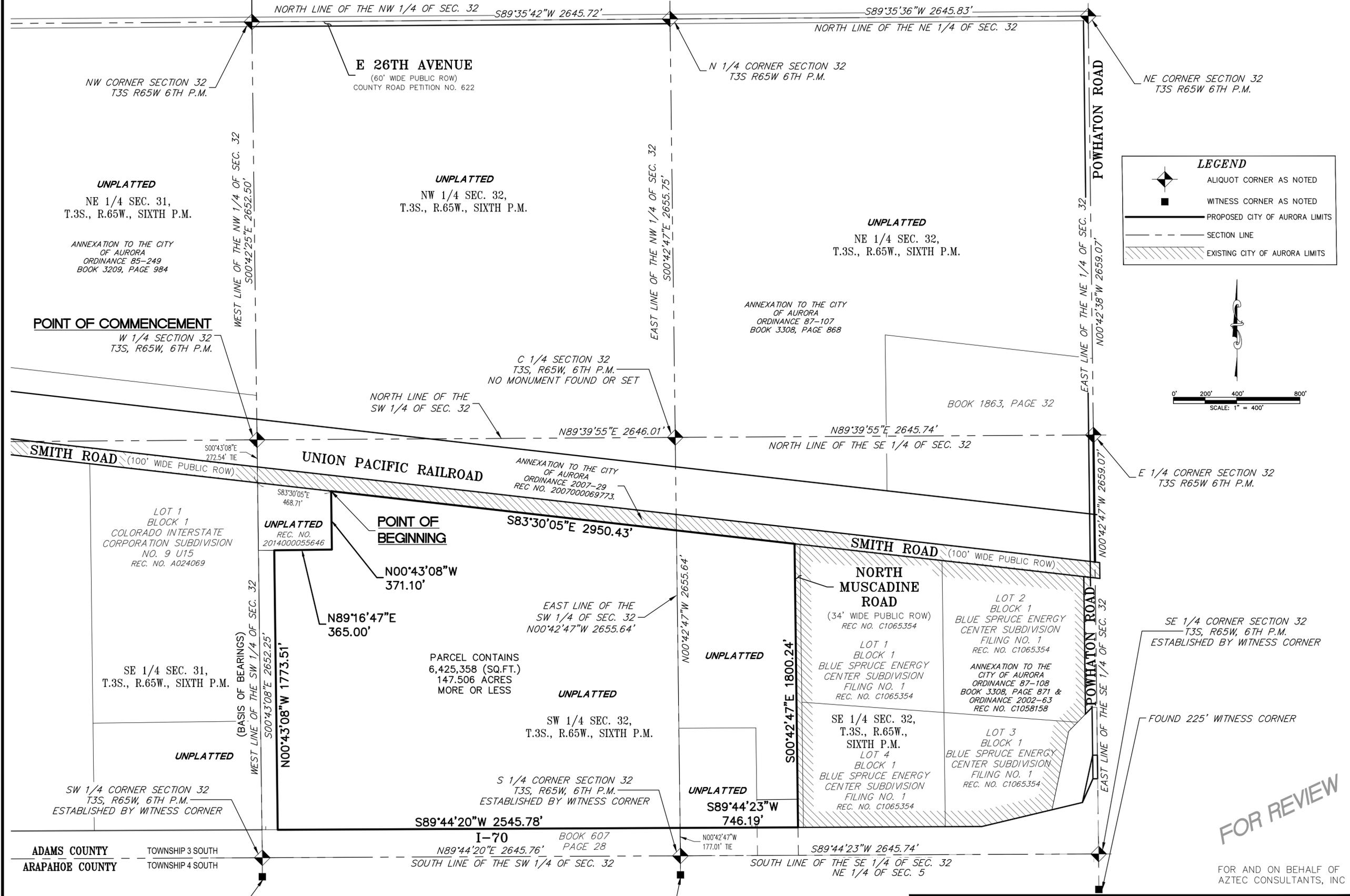
DEPUTY _____

	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DATE OF PREPARATION:	08-02-2022
	AzTec Proj. No.: 54820-26 Drawn By: BAM	SCALE:	N/A
		SHEET	1 OF 2

ANNEXATION MAP

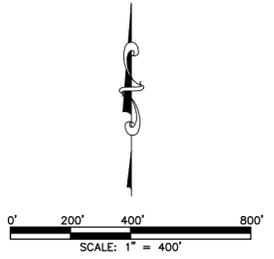
LOCATED IN SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2

ANNEXATION TO THE CITY OF AURORA
ORDINANCE 85-189
BOOK 3132, PAGE 648



LEGEND

- ALIQUOT CORNER AS NOTED
- WITNESS CORNER AS NOTED
- PROPOSED CITY OF AURORA LIMITS
- SECTION LINE
- EXISTING CITY OF AURORA LIMITS



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54820-26
Drawn By: BAM

DATE OF PREPARATION:	08-02-2022
SCALE:	1" = 400'
SHEET 2 OF 2	



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint Five (5) Members and Reappoint Two (2) Members to the Citizens Advisory Committee for Housing and Community Development
Item Initiator: Martha Alicia Montoya, Manager of Community Development
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 8/15/2022

Regular Meeting: 8/22/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

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

The Citizens Advisory Committee on Housing and Community Development's role is to assist City Council in the development, implementation and evaluation of the City's Community Development Block Grant (CDBG) Programs, including but not limited to the HOME Investment Act Program (HOME) and the Emergency Solutions Grant Program (ESG); review and formulate recommendations for Council's approval for annual and one-time program and project grant and loan allocations for affordable housing; maintain consistency in achieving the Aurora City Council goals, and review applicable consolidated, annual and/or other plans for submission to the U.S. Department of Housing and Urban Development (HUD).

The Citizens Advisory Committee on Housing and Development consists of fifteen (15) members appointed by the Aurora City Council. The term length is four (4) years and members may serve up to two (2) terms.

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

Appointments: The Citizens Advisory Committee for Housing and Community Development currently has 6 vacancies. The Commission received 5 applications and interviews were conducted from May through July of 2022.

Among the applicants were:

Joshua Dieker
Richard Berge
Erica Ponder
Rose Armstrong
Christopher Boyd

Upon conducting interviews, the Citizens Advisory Committee for Housing and Community Development respectfully recommends the appointment of the following candidates:

Joshua Dieker – 1st term beginning on 9/1/2022 and ending on 8/31/2026
Richard Berge – 1st term beginning on 9/1/2022 and ending on 8/31/2026
Erica Ponder – 1st term beginning on 9/1/2022 and ending on 8/31/2026
Rose Armstrong – 1st term beginning on 9/1/2022 and ending on 8/31/2026
Christopher Boyd – 1st term beginning on 9/1/2022 and ending on 8/31/2026

Reappointments: The Commission also received 2 applications for reappointment to fill two terms that were extended to create consistent term commencement dates. Both applicants are aware that the term dates are from 2022 to 2025 rather than 2022 to 2026.

Among the applicants for reappointment were:

Teri Marquanette
Vince Chowdhury

The Citizens Advisory Committee for Housing and Community Development respectfully recommends the reappointment of the following candidates:

Teri Marquanette – 2nd term beginning on 9/1/2022 and ending on 8/31/2025
Vince Chowdhury – 2nd term beginning on 9/1/2022 and ending on 8/31/2025

QUESTIONS FOR COUNCIL

Does Council wish to appoint Joshua Dieker, Richard Berge, Erica Ponder, Rose Armstrong and Christopher Boyd and reappoint Teri Marquanette and Vince Chowdhury to the Citizens Advisory Committee on Housing and Community Development?

LEGAL COMMENTS

The Citizens Advisory Committee on Housing and Community Development (CHD) is to assist City Council in the **development, implementation and evaluation of the City’s** Community Development Block Grant Program (CDBG); **to review and formulate recommendations for Council’s approval for annual CDBG program/project grant** allocations; to develop and approve DCBG goals and objectives; and to review applicable consolidated, annual, and/or other plans for submission to the U.S. Dept. of Housing and Urban Development (HUD). The CHD shall consist of 15 members to be appointed by the City Council for a period of four years. Committee members shall constitute a broad cross section of residents of the City of Aurora relative to income, geographic location of residence, age, sex and ethnic background. (CHD Bylaws). (Lathers)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Teri Marquantte, Chair, Citizens Advisory Committee on Housing and Community Development

THROUGH: Tristen Sheptock, City Clerk Analyst
Jessica Prosser, Director of Housing and Community Services
Martha Alicia Montoya, Manager of Community Development

DATE: July 22, 2022

SUBJECT: New Appointment to Citizens Advisory Committee on Housing and Community Development

Board or Commission: Citizens Advisory Committee on Housing and Community Development

Number of Vacancies: Six (6)

Interview Information

Date of Interviews: May 10 (Erica Ponder), May 19 (Christopher Boyd & Rose Armstrong), May 23 (Joshua Dieker), July 13 (Richard Berge)

Names of Applicants: Rose Armstrong, Erica Ponder, Christopher Boyd, Joshua Dieker and Richard Berge

Applicants Interviewed: Rose Armstrong, Erica Ponder, Christopher Boyd, Joshua Dieker and Richard Berge

Recommendation

Suggested Appointment(s): Rose Armstrong, Erica Ponder, Christopher Boyd, Joshua Dieker and Richard Berge

Summary:

Ms. Rose Armstrong applied to the Citizens Advisory Committee on Housing and Community Development (CHD) on May 11, 2022. She was virtually interviewed and attended on May 19, 2022.

Ms. Armstrong has an MBA in Material Science Engineering. She has worked for L3Harris for over 4 years. Her previous employers have been with United Launch Alliance, ATK, and Northrop Grumman. She has received certifications for Six Sigma Black Belt, Six Sigma Green Belt, Lean Manufacturing, and Real Estate Associate Broker.

Mr. Richard Berge applied to the Citizens Advisory Committee on Housing and Community Development (CHD) on June 7, 2022. He virtually attended a CHD meeting on July 12, 2022 and interviewed July 13, 2022.

Mr. Berge was employed as a clinical pharmacist for 49 years. He had certifications for advanced cardiovascular life support and pediatric advanced life support. His community involvement has been with the Homeowner Association for Metro 3 District. He desires to too be a part of CHD as a very concerned citizen about the quality of life in Colorado.

Mr. Joshua Dieker applied to the Citizens Advisory Committee on Housing and Community Development (CHD) on April 28, 2022. He was virtually interviewed and attended the CHD committee meeting on May 23, 2022. He has Juris Doctor, Bachelor of Science, and Political Science Degrees.

In the past, Mr. Dieker worked in new home warranty in the Denver area for 3 years (Lokal Homes, followed by Taylor Morrison). Prior to moving to Colorado, he lived and worked in Kansas. He was with a real estate development company called Overland Property Group for about three years working primarily on the finance side, including due diligence, compliance reporting, and maintaining construction budgets for as many as 15 development projects at any given time. Before moving into private sector real estate development, he worked in the non-profit sector in a variety of roles including finance and fundraising, communications, community outreach, policy development, research and lobbying at the state legislature.

Mr. Dieker has served on the Board of Directors for Circles of the Heartland, a nonprofit whose mission was to reduce poverty in the community, as well as on the for the Topeka Aids Project. Also, he served one term on the public library board. Both professionally and on a volunteer basis, he has participated in a great deal of community outreach and advocacy. Over the past couple of years, he has missed being engaged in the community in that way and would like to start playing a more active role in Aurora.

Mrs. Erica Ponder applied to the Citizens Advisory Committee on Housing and Community Development (CHD) on April 1, 2022. She was virtually interviewed and attended the CHD committee meeting on May 10, 2022. She has an Associates in Early Childhood Education.

In the past, Mrs. Ponder had experienced the burden of searching for affordable housing as a single parent. She sought assistance through several agencies and would like an opportunity to help others navigate the system. Currently, Mrs. Ponder is involved in her cleanup community gathers and participates in Zoom meeting. She would like to become more involved in the city to make it a better place for all involved. She has seen the city change over the years and has tons of ideas to share.

Mr. Christopher Boyd applied to the Citizens Advisory Committee on Housing and Community Development (CHD) on May 12, 2022. He was virtually interviewed and on May 19, 2022. He has attended on committee meeting in June.

Mr. Boyd has a Master's in Public Administration and a Bachelor of Arts in Psychology. He works for Maiker Housing Partners as a Housing Stability Case Manager. The executive sub-committee believes he will add value by: he has held three professional roles within housing that received HUD funding to provide permanent supportive housing. Managed a team of about 6 staff that helped family's transition. Mr. Boyd says work can help give individuals hope. He has managed work that addressed homelessness in Denver when he moved here from Arizona.

Mr. Boyd believes housing is a very important issue currently because many people are struggling to identify affordable housing options. He believes strongly in working to help bring affordable housing options to Aurora and will utilize his experience working in housing with Maiker Housing Partners to identify solutions to end homelessness in Aurora. On occasion, Mr. Boyd volunteers at a food pantry in Westminster near his place of employment.

The Citizens Advisory Committee on Housing and Community Development respectfully supports the appointment of: Rose Armstrong, Erica Ponder, Christopher Boyd, Joshua Dieker and Richard Berge as members on the CHD committee.



MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Martha Alicia Montoya, Manager of Community Development

THROUGH: Tristen Sheptock, City Clerk Analyst
 Jessica Prosser, Director of Housing and Community Services

DATE: August 3, 2022

SUBJECT: Reappointment to Citizens Advisory Committee on Housing and Community Development

Board or Commission: Citizens Advisory Committee on Housing and Community Development

Number of Vacancies: One (1)

Interview Information

Date of Interviews: Reappointments

Applicants Interviewed: Reappointments

Recommendation

Suggested Appointment(s): Vince Chowdhury, Teri Marquanette

Summary:

Vince Chowdhury has owned an Insurance Agency and a residential home in City of Aurora since July of 2009. He has served on many Boards and Commissions in City of Aurora and Arapahoe County since then. His resume, which was included with the online application for this board reappointment details all his experience. If given the opportunity, he would like to continue to serve on this Housing and Community Development Board.

Teri Marquanette, currently an owner of SWAN Enterprises & Consulting, a fee property management company, and a consultant to many entities on housing issues and compliance on several housing programs. Served as Director of Property Management for the Aurora Housing Authority and worked as a Housing Program Specialist for the Colorado Division of Housing (Department of Local Affairs). Also served as the Director of Housing for Urban Peak Housing Corporation and was the Regional Operations Manager for Colorado, Arizona, and Nevada for Mercy Housing Services. In all these positions worked on affordable housing development from land acquisition to full build out and lease up. Have held many Certifications - CAM, CAPS, NHMS, HUD Occupancy Specialist, Certified Public Housing Manager, CHAM Asset Manager, AHMA Housing Credit Management and is a Colorado Employing Broker. Although first part of career was focused on general property management, since the mid 90's has primarily been focused on affordable housing. Brought the concept of "Resident Services" and community building to the Aurora Housing Authority during my tenure there and continue to be involved in the affordable housing industry through consulting on programs and compliance with various non-profits and housing authorities. Teach classes for CHFA on housing issues, most recently on issues for housing navigators and case managers dealing with changes to the Colorado Real Estate law. Work with HUD on developing Resident Councils on Senior properties. Believes housing is the cornerstone of society and a human right.

The Citizens Advisory Committee on Housing and Community Development respectfully supports the reappointments of Vince Chowdhury & Teri Marquanette as Members on the CHD committee.

Date: 05/12/2022

Ward No: 1 III

Board/Commission Applying For: Citizens Advisory Committee on Housing and Community Development

Name: Christopher Boyd

Home Address: [REDACTED]

City: Aurora

Zip: [REDACTED]

Email: [REDACTED]

Date of Birth: [REDACTED]

Home Phone: [REDACTED]

Work Phone:

How Long in Aurora: 6 mon

Register to Vote: Yes

EDUCATION:

Years Completed: 18

Degree(s): Masters in Public Administration 2013-2016 Bachelors of Arts-Psychology 2008-2011

Colleges: University of Arizona

EMPLOYMENT:

Employer Name: Maiker Housing Partners Employer Address: 3033 W 71st Ave #1000 Westminster, 80030

Position: Housing Stability Case Manager How Long?: 9 months Work Experience: I have 3 years of experience working on issues concerning housing and homelessness. I was a Program Manager for two nonprofits where I supervised staff, developed Housing First programming, and provide direct services to clients experiencing homelessness.

Certifications:

COMMUNITY INVOLVEMENT:

Involvement: Volunteer on occasion at food pantry in Westminster near work.

Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If Yes, what position:

CONFLICT OF INTEREST:

Do you have any conflicts of interest that should be disclosed?: No If yes, please explain:

INTERESTS/ACTIVITIES:

Interests/Activities: Traveling, Aviation, Spanish, Hiking

APPOINTMENT:

Why do you desire this appointment? I believe housing is a very important issue at this time. Many people are struggling to identify affordable housing options. I believe strongly in working to help bring affordable housing options to Aurora and will utilize my experience working in housing with Maiker Housing Partners to identify solutions to end homelessness in Aurora.

How much time do you anticipate being able to spend on this appointment each month?: 2-4

PLEASE GIVE THREE REFERENCES:

Name: Jose Hoyos

Address:

Phone: [REDACTED]

Name: Sophia Henderson

Address:

Phone: [REDACTED]

Name: Lindsey Earl

Address:

Phone: [REDACTED]

Applicant Initials Given? Yes - CB

Date Received: 05/13/2022

Access Entry Date: _____

Initials: Tristen Sheptock

Registered Voter: Yes No N/A County: Arapahoe

As of: 12/05/2021

STATISTICAL INFORMATION:

How did you hear about us? News Aurora(water bill newsletter)

Date: 04/01/2022

Ward No:

Board/Commission Applying For: Citizens Advisory Committee on Housing and Community Development & Human Relations

Name: Erica Ponder

Home Address: [REDACTED]

City: Aurora

Zip: [REDACTED]

Date of Birth: [REDACTED]

Home Phone: [REDACTED]

Work Phone:

How Long in Aurora: 29

Register to Vote: Yes

EDUCATION:

Years Completed: 18

Degree(s): AA in ECE

Colleges: Community College of Denver

EMPLOYMENT:

Employer Name: Employer Address:

Position:

How Long?:

Work Experience:

Certifications:

COMMUNITY INVOLVEMENT:

Involvement: Community gatherings, zoom meetings, cleanup community gatherings Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If Yes, what position:

CONFLICT OF INTEREST:

Do you have any conflicts of interest that should be disclosed?: No If yes, please explain:

INTERESTS/ACTIVITIES:

Interests/Activities:

APPOINTMENT:

Why do you desire this appointment? I would like to become more involved in the city I live in to make it a better place for all involved. The city has changed over the years and I have tons of ideas to share.

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

PLEASE GIVE THREE REFERENCES:

Name: Jordan Saffold

Address: [REDACTED]

Phone: [REDACTED]

Name: Skylar Griffin

Address: [REDACTED]

Phone: [REDACTED]

Name: Pamela Mathews

Address: [REDACTED]

Phone: [REDACTED]

Applicant Initials Given? Yes - EP

Date Received: 04/04/2022

Access Entry Date: _____

Initials: Tristen Sheptock

Registered Voter: Yes No N/A County: Arapahoe

As of: 07/22/2004

STATISTICAL INFORMATION:

How did you hear about us? Other: Nextdoor App

Date: 04/28/2022

Ward No: II

Board/Commission Applying For: Citizens Advisory Committee for Housing & Community Development

Name: Joshua Dieker

Home Address: [REDACTED]

City: Aurora

Zip: [REDACTED]

Email: [REDACTED]

Date of Birth: [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

How Long in Aurora: 2 yrs

Register to Vote: Yes

EDUCATION:

Years Completed: 2008

Degree(s): Juris Doctor, Bachelor of Science, Political Science

Colleges: Washburn University School of Law, Topeka, KS Emporia State University, Emporia, KS

EMPLOYMENT:

Employer Name: Taylor Morrison Employer Address: [REDACTED]

Position: Warranty Representative

How Long?: 1 yr 5 mo

Work Experience: I have worked in new home warranty in the Denver area for 3 years (Lokal Homes, followed by Taylor Morrison). Prior to moving to Colorado, I lived and worked in Kansas. I was with a real estate development company called Overland Property Group for about three years working primarily on the finance side, including due diligence, compliance reporting, and maintaining construction budgets for as many as 15 development projects at any given time. Before moving into private sector real estate development, I worked in the non-profit sector in a variety of roles including finance and fundraising, communications, community outreach, policy development, research and lobbying at the state legislature.

Certifications:

COMMUNITY INVOLVEMENT:

Involvement: Various Non Profit boards prior to relocating to CO Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If Yes, what position:

CONFLICT OF INTEREST:

Do you have any conflicts of interest that should be disclosed?: Yes If yes, please explain: I don't imagine this would present any real conflict often, but as an employee of Taylor Morrison, a homebuilder who operates in Aurora, if an issue were to arise in which my employer had an interest, I would take whatever actions necessary to comply with any ethics policies, as well as common sense, to avoid creating a conflict.

INTERESTS/ACTIVITIES:

Interests/Activities: Outside of my interests in community engagement and advocacy, I also enjoy cycling, hiking, working in the yard and spending time with family.

APPOINTMENT:

Why do you desire this appointment? Before moving into this community, I served on the Board of Directors for Circles of the Heartland, a nonprofit whose mission was to reduce poverty in the community, as well as on the for the Topeka Aids Project. I also served one term on the public library board. Both professionally and on a volunteer basis, I have also participated in a great deal of community outreach and advocacy. Over the past couple of years, I have missed being engaged in the community in that way, and would like to start playing a more active role here as well.

How much time do you anticipate being able to spend on this appointment each month?: 12-15

PLEASE GIVE THREE REFERENCES:

Name: Janae Rodelli

Address: [REDACTED]

Phone: [REDACTED]

Name: Eryn Wright

Address: [REDACTED]

Phone: [REDACTED]

Name: Heather Yurka

Address: [REDACTED]

Phone: [REDACTED]

Applicant Initials Given? Yes - JGD

Date Received: 04/28/2022

Access Entry Date: _____

Initials: Tristen Sheptock

Registered Voter: Yes No N/A County: Arapahoe

As of: 05/18/2020

STATISTICAL INFORMATION:

How did you hear about us? Other: City Clerk Analyst

Date: 06/07/2022

Ward No:

Board/Commission Applying For: Citizens Advisory Committee for Housing and Community Development

Name: RICHARD BERGE

Home Address: [REDACTED]

City: Aurora

Zip: [REDACTED]

Email: [REDACTED]

Date of Birth: [REDACTED]

Home Phone: [REDACTED]

Work Phone:

How Long in Aurora: 45

Register to Vote: Yes

EDUCATION:

Years Completed: 6

Degree(s): PHARMACIST (Pharm D)

Colleges: University of Wisconsin

EMPLOYMENT:

Employer Name: retired Employer Address: [REDACTED]

Position: pharmacist

How Long?: 49 years

Work Experience: Clinical Pharmacist

Certifications: Advanced Cardiovascular Life Support Pediatric Advanced Life Support

COMMUNITY INVOLVEMENT:

Involvement: HOA and Metro 3 district

Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If

Yes, what position:

CONFLICT OF INTEREST:

Do you have any conflicts of interest that should be disclosed?: No If yes, please explain:

INTERESTS/ACTIVITIES:

Interests/Activities: Stock and option transactions Golf Woodworking

APPOINTMENT:

Why do you desire this appointment? I am very concerned about the quality of life in Colorado How much time do you anticipate being able to spend on this appointment each month?: 16 hours

PLEASE GIVE THREE REFERENCES:

Name: RICHARD BERGE

Address: [REDACTED]

Phone: [REDACTED]

Name: RICHARD BERGE

Address:

Phone:

Name:

Address: [REDACTED]

Phone: [REDACTED]

Applicant Initials Given? Yes - RHB

Date Received: 06/08/2022

Access Entry Date: _____

Initials: Tristen Sheptock

Registered Voter: Yes No N/A County: Arapahoe

As of: 04/25/2018

STATISTICAL INFORMATION:

How did you hear about us? Word of Mouth

Date: 05/11/2022

Ward No: IV

Board/Commission Applying For: Citizens Advisory Committee for Housing and Community Development

Name: Rose Armstrong

Home Address: [REDACTED]

City: Aurora

Zip: [REDACTED]

Email: [REDACTED]

Date of Birth: [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

How Long in Aurora: 12 Yr

Register to Vote: No Is a registered voter & a resident of Aurora

EDUCATION:

Years Completed: 18

Degree(s): MBA Material Science Engineering

Colleges: University of Utah

EMPLOYMENT:

Employer Name: L3Harris Employer Address: 7500 Innovation Way, Mason, OH

Position: Engineer

How Long?: 4.5 yrs

Work Experience: United Launch Alliance ATK Northrop Grummon

Certifications: Six Sigma Black Belt Six Sigma Green Belt Lean Manufacturing Real Estate Associate Broker

COMMUNITY INVOLVEMENT:

Involvement:

Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If

Yes, what position:

CONFLICT OF INTEREST:

Do you have any conflicts of interest that should be disclosed?: No If yes, please explain:

INTERESTS/ACTIVITIES:

Interests/Activities:

APPOINTMENT:

Why do you desire this appointment?

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

PLEASE GIVE THREE REFERENCES:

Name: Andrea Allott

Address: [REDACTED]

Phone: [REDACTED]

Name: Suriyon Poonpiset

Address: [REDACTED]

Phone: [REDACTED]

Name: Julie Treyger

Address: [REDACTED]

Phone: [REDACTED]

Applicant Initials Given? Yes - RA

Date Received: 05/11/2022

Access Entry Date: _____

Initials: Tristen Sheptock

Registered Voter: Yes No N/A County: Arapahoe

As of: 05/20/2010

STATISTICAL INFORMATION:

How did you hear about us? News Aurora(water bill newsletter)

Citizens Advisory Committee For Housing & Community Development

Applicant Package - Ward To Be Determined

Citizens Advisory Committee For Housing & Community Development - Ward To Be Determined

Term:01 Sep 2022 - 31 Aug 2026

Positions Available: 2

Number of applicants in this package: 1

- Chowdhury, Vince

Date Recieved: 07-25-2022

Registered Voter & Resident of Aurora

12/22/2009 County: Arapahoe

Tristan Sheptock

Name: Chowdhury, Vince

Address: [REDACTED]

Email: [REDACTED]

Board Name: Citizens Advisory Committee for Housing & Community Development

Date of Birth: [REDACTED]

Home Phone Number: [REDACTED]

Work Phone Number : [REDACTED]

How long have you lived in Aurora?: 12 Years

Are you registered to vote?: Yes

Years of Education Completed: 16

Degree(s) Received: BBA

College(s) Attended: Wichita State

Employer Name: Self-See Attached Resume

Employer Address: 2130 S Vaughn Way, Aurora, CO 80014

Current Position: Owner. Insurance Agency

Years with Current Employer: 20

Work Experience: See attached Resume

Certification(s): CIC

How are you involved in your community?: See Attached Resume

List your interests and activities.: Tennis

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

If yes, enter the board name and position: See Attached Resume

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

Why do you desire this appointment?: Would like to continue to serve if possible

How much time do you anticipate being able to spend on this appointment each month?: As much time as necessary to be a good board memembr

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: Lynn Bittel

Reference 2: Full Name, Phone Number and Address: Terri Marquanette

Reference 3: Full Name, Phone Number and Address: Jason Schneider

How did you hear about us?:

Other

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

Time of Submission: 07/22/22 4:01:08 PM

Attachments:

Vince A Chowdhury



Employment History

2000 to present Owners of Vince Chowdhury Insurance Agency, Aurora, CO

1992- 2000 Independent Insurance Agent, GKS Insurance Agency, Lakewood, CO

1981- 1991 USF&G Insurance Company(Underwriter), CNA Insurance Company(Claim Representative) and The Hartford Insurance Company(Underwriter)

Skills and Abilities

November 2011 to 2020 Served on City of Aurora Citizens Advisory Budget Committee. Served one year as a Chair of the committee.

December 2009 to present Serving on City of Aurora Housing and Community Development Committee. Past Vice chair

March 2011 to 2020, elected Board Member for Brookshiredowns Homeowners Association

March 2015 to December 2016 Served on Local Licensing Authority Board(Liquor Licensing Board)

January 2013 to January 2016 Served on Aurora Fox Theater Board

January 2011 to August 2013 Served on Arapahoe County Citizens Budget Committee
- Vince A Chowdhury Resume 011355.pdf

March 1999 to June 2008 Elected Board Member for Jefferson County School Board

2000 to 2006 Elected Board Member for Grant Water and Sanitation Board

1999 to 2001 Elected to serve on Grant Ranch Master's Homeowners Board

1999 to 2004 Founding Member of Columbine Community Citizens Task Force. To provide healing of our community after columbine high school tragedy

1995 to 2001 Co-Chaired Jefferson County Cultural Council, part of Scientific and

Cultural Facility District(SCFD)

I have served on many elected and appointed boards and commissions, which gave me a sound understanding and experience in the area of public policy matters.

I have served our communities in the City of Aurora and Arapahoe County for the past 10 years. I have built a solid working relationship with community leaders and elected officials at the local, state and federal levels.

The Honorable Mayor Coffman
Aurora City Council
15151 E. Alameda Parkway
Aurora, CO 80012-1553

RE: Application for reappointment to

Housing and Community Development

Dear Mayor and Members of the Aurora City Council:

My term of office on the above-named board has recently expired or will expire soon. I am interested in serving an additional term.

I hope you will sincerely consider my application and reappointment.

Sincerely,

Vince A Chowdhury
Signature

VINCE A CHOWDHURY
Printed name

Housing and Community Development
Name of Board/Commission

7-13-22
Date

Citizens Advisory Committee For Housing & Community Development

Applicant Package - Ward To Be Determined

Citizens Advisory Committee For Housing & Community Development - Ward To Be Determined

Term:01 Sep 2022 - 31 Aug 2026

Positions Available: 3

Number of applicants in this package: 1

- Marquante, Teri

Name: Marquantte, Teri

Address: [REDACTED]

Email: [REDACTED]

Board Name: Citizens Advisory Committee for Housing & Community Development

Date of Birth: [REDACTED]

Home Phone Number: [REDACTED]

Work Phone Number : [REDACTED]

How long have you lived in Aurora?: 29 years

Are you registered to vote?: Yes

Years of Education Completed: 15

Degree(s) Received: Special Education - Emotional Disturbance & Learning Disabilities

College(s) Attended: University of Missouri, Columbia MO
University of Kansas, Lawrence KS

Employer Name: SWAN Enterprises & Consulting LLC

Employer Address: 1250 S. Buckley RD, Ste I-241
Auror, CO 80017

Current Position: owner, Broker

Years with Current Employer: 20

Work Experience: Property Management since 1973
Housing Program Specialist, Colorado division of Housing
Housing Director, Urban Peak
Regional Operations Manager and Interim President, Mercy Housing
Director of Property Management, Aurora Housing Authority

Certification(s): CAM, CAPS, NHMS, HUD Occupancy Specialist, Certified Public Housing Manager, CHAM
Asset Manager, AHMA Housing Credit Management, NAHRO HQS Certified , Colorado Employing Broker

How are you involved in your community?: Participate in many Housing activities with non-profits and housing organizations throughout the state. Volunteer for various activities that come up to help community - Habitat for Humanity building, Paint-a-Thon, School Steering Committee, etc.

List your interests and activities.: Gardening, herbology, sewing, jewelry making

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

If yes, enter the board name and position: Citizens Advisory Committee for Housing and Community Development

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

Why do you desire this appointment?: Believe housing is the cornerstone of society and a human right. Although first part of career was focused on general property management, since the mid 90's have primarily been focused on affordable housing and want to use my housing and program experience to benefit my own community.

How much time do you anticipate being able to spend on this appointment each month?: 10-15

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: Cathy Blair [REDACTED]
[REDACTED]

Reference 2: Full Name, Phone Number and Address: Marcella Barnett [REDACTED]
[REDACTED]

Reference 3: Full Name, Phone Number and Address: Lynn Bittle [REDACTED]
[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: Teri M Marquantte

Time of Submission: 07/14/22 10:22:36 AM

Attachments:

- Teri Marquantte_Principle_Resume.pdf

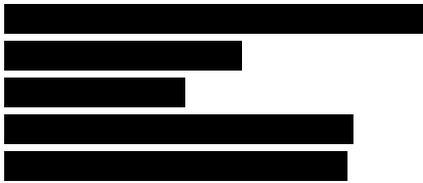
Registered Voter & Resident of Aurora

04/22/2000 County: Arapahoe

Tristen Sheptock

Teri Marquantte

Broker, SWAN Enterprises & Consulting LLC



Skill Summary

Specialist in numerous housing and special needs programs from conceptualization through implementation and operations. Strong strategic planner, collaborator and team builder with deep commitment to community and special needs populations.

Areas of Expertise

- Asset/ Property Management
- Project Management
- Program/ Housing Development
- Community Building
- Grant Writing
- Consulting

Experience

SWAN Enterprises

Owner/Broker

Owner of consulting firm since 2009 doing property, program and project management for the housing industry. Provide services on contract basis to facilitate improved property operations, program development and grant writing for organizations and partnerships. Give consultation assistance for the implementation of special needs housing programs. Provide file compliance reviews for LIHTC and Project Based Section 8, Public Housing as well as HOME, CDBG and Affordable Housing Programs. Employing Broker.

Aurora Housing Authority

Director of Property Management

Oversaw day-to-day operations, maintenance, marketing and program compliance for LIHTC, Project Based Section 8, Public Housing, HOME, CDBG and Affordable Housing Program communities. Directed the Community Building Program and implemented the Resident Advisory Board. Responsible for monthly, quarterly, and annual reporting. Agency liaison for property owners/investors and government agencies. Responsible for annual property budgets and took part in the preparation and approval of development budgets for new projects. Member of Senior Staff responsible for development of agency policy, procedures, and budget. Prepared or supervised the preparation of all government reporting and the agency's annual plans.

Colorado Division of Housing (Department of Local Affairs)

Housing Program Specialist (GP111)

Performed Asset Management functions for projects funded by Federal and State HOME, CDBG, Emergency Shelter and HDG grants for affordable housing involving acquisition, rehabilitation, homeownership, emergency shelter and subsidized housing programs. Provided contract preparation, technical assistance and oversight to maintain affordability requirements. Marketed programs to contractors and lending institutions. Approved funding requests for program implementation. Reviewed budgets for developments and helped identify gap funding needs. Participated in project feasibility review and awarding of funding. Oversaw input into IDIS system.

Urban Peak Housing Corporation

Director

Provided overall leadership for Urban Peak Housing Corporation. Oversaw current housing programs and managed HUD Shelter + Care program. Performed property management for housing units and homeless youth shelter. Responsible for community relations, compliance monitoring, grant reporting, and fundraising. Took part in development and implementation of

new programs. Complete budget development and review for sites and UPHC. Participated in Strategic Planning for Urban Peak and Urban Peak Housing Corporation. Employing Broker for UPHC.

Mercy Services Corporation
Regional Operations Manager

Oversaw the daily operations of Property Management and Community/Resident Initiatives in the South West Region (Colorado, Arizona and Nevada). Contract and resident conformity oversight for regulatory/borrowing requirements (LIHTC, Section 202, Project Based Section 8, RTC, IDA Bonds, Shelter + Care Supportive Housing, McKinney Funds, HUD 811 program, Project Based Section 8 Transitional Living Project, USDA Rural Development FmHA, Federal Home Loan Bank AHP). Established site operating and capital budgets. Responsible for property lease-up, hiring, continuing education and evaluations of property supervisors and Community and Resident Initiatives Managers (“Resident Services”). Took part in pre-development and development consultation. Developed, implemented and evaluated the services at each site and assured grant/loan reporting completion. On a System level participated in strategic planning and goal setting.

Interim President – South West Region

Supervised Development and Property Management staff in Southwest Region. Responsible for the identification, acquisition and/or building of new inventory, including finance procurement. Oversaw fund raising activities and follow-up reporting. Reported to Board on all issues involving Region and kept them advised of activities. Served as President of the Boards in the South West Region

Certifications

- CAM Certification (Certified Apartment Manager)
- CAPS (Certified Apartment Property Supervisor)
- NHMS (Non-Profit Housing Management Specialist)
- HUD Certified Occupancy Specialist
- Public Housing Manager Certification
- CHAM Asset Management Certification
- AHMA Housing Credit Management Certification
- Colorado Employing Broker

Education

Jones Real Estate College Real Estate Sales License	Colorado Springs, CO
University of Kansas Special Education - Elementary School	Lawrence, KS
University of Missouri Special Education; Learning Disabilities/Emotional Disturbance	Columbia, MO
Metro State University Behavior Studies with emphasis on Psychology and Minor in Education	Denver, CO

Community Involvement

Citizens Advisory Committee on Housing & Community Development, City of Aurora
10 years

Denver Urban Gardens member and participant -2 years. Working on Master Gardener Certification.

The Honorable Mayor Coffman
Aurora City Council
15151 E. Alameda Parkway
Aurora, CO 80012-1553

RE: Application for reappointment to

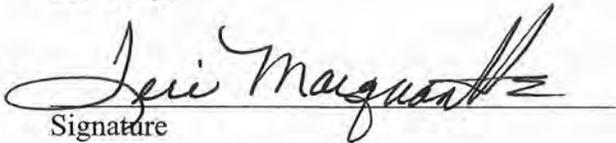
Citizens Advisory Committee for Housing & Community Development

Dear Mayor and Members of the Aurora City Council:

My term of office on the above-named board has recently expired or will expire soon. I am interested in serving an additional term.

I hope you will sincerely consider my application and reappointment.

Sincerely,


Signature

Teri Marquante
Printed name

Citizens Advisory Committee for Housing & Community Development
Name of Board/Commission

7/14/2022
Date