



# NOTICE OF COUNCIL MEETING

MONDAY, July 31, 2023

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

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

## View or Listen Live

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Cable Channels 8 and 880 in Aurora

Call: 885-695-3475

## In-person Participation

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

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

## Call-in Participation

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

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

## Translation/Accessibility

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

If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Sunday, July 30 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el domingo anterior a la reunión del lunes.)



City of Aurora, Colorado

MONDAY, July 31, 2023

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**EXECUTIVE SESSION OF THE AURORA CITY COUNCIL**

(Closed to the Public)

AURORA ROOM

6:00 p.m.

**REGULAR MEETING OF THE AURORA CITY COUNCIL**

(Open to the Public)

CITY COUNCIL CHAMBER

6:30 p.m.



## AGENDA

Regular Meeting of the  
Aurora City Council

Monday, July 31, 2023

6:30 p.m.

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

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Pages

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION/MOMENT OF SILENCE
4. PLEDGE OF ALLEGIANCE
5. EXECUTIVE SESSION UPDATE
6. APPROVAL OF MINUTES
  - 6.a July 17, 2023 Meeting Minutes 11
7. PROCLAMATIONS OR CEREMONIES
  - 7.a Amazing Auroran Award 33

Sponsor: Danielle Jurinsky, Council Member  
Recipient: Anis Elgomati
  - 7.b Firefighter Cancer Awareness and Prevention Month 34
8. PUBLIC INVITED TO BE HEARD  
(non-agenda related issues only)
9. ADOPTION OF THE AGENDA

## 10. CONSENT CALENDAR - MOTIONS

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

### 10.a Motions

- |               |  |           |
|---------------|--|-----------|
| <b>10.a.1</b> | <b>Consideration to AWARD A COMPETITIVELY BID CONTRACT to American West Construction LLC., Denver, Colorado in the Amount of \$2,674,660.00 for the Zone 5 to Zone 4 Pressure Reducing Valve Vault Project, Project No. 5942A</b>                | <b>35</b> |
|               | Dean Bedford, Principal Engineer, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney   |           |
| <b>10.a.2</b> | <b>Consideration to AWARD A CHANGE ORDER in the Amount of \$514,519.08 to Buehler Companies, Aurora, Colorado, for the Southeast Area Maintenance Facility (SEAM) Move, Phase 2 Project, Project No. R-2329</b>                                  | <b>41</b> |
|               | Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney   |           |
| <b>10.a.3</b> | <b>Consideration to EXTEND A COMPETITIVELY BID CONTRACT to EJ USA, Inc., Denver, CO in the Not-to-Exceed Amount of \$70,000.00 for Manhole Products as Required by Aurora Water through July 31, 2024 (B-4611)</b>                               | <b>56</b> |
|               | Brian Carfield, Manager of Water Service, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney   |           |
| <b>10.a.4</b> | <b>Consideration to AWARD A COMPETITIVELY BID CONTRACT to Steve's Septic Services, Aurora, Colorado in the Amount of \$51,100.00 to Provide Vault Restroom Pumping Services, Bid No. B-4693</b>  | <b>60</b> |
|               | John Wesolowski, Manager of Parks, Recreation and Open Spaces / Hanosky Hernandez, Senior Assistant City Attorney  |           |
| <b>10.a.5</b> | <b>Consideration to AWARD CHANGE ORDER NO. 8 to a Guaranteed Maximum Price Contract to Saunders Construction, Inc., Centennial, Colorado in the Amount of \$151,307.29 for the Southeast Recreation Center (SERC) Project, Project No. 5727A</b> | <b>62</b> |
|               | Kelli Arnold, Project Manager Supervisor, Public Works / Hanosky Hernandez, Senior Assistant City Attorney   |           |

10.a.6	<b>Consideration to EXTEND A COMPETITIVELY BID CONTRACT to EAP Glass, Littleton, Colorado in the Not-to-Exceed Amount of \$60,000.00 for Glass Replacement and Repair Service for Windows Throughout the City. B-4617</b>	131
	Lynne Center, Deputy Director of Operations, Public Works / Hanosky Hernandez, Senior Assistant City Attorney	
10.a.7	<b>Consideration to AWARD A SINGLE SOURCE CONTRACT to Galls Inc., Denver, Colorado in the Amount of \$700,000.00 for Police Uniforms and Tailoring Services as Required through July 31, 2024</b>	137
	Brian Kelly, Police Lieutenant / Hanosky Hernandez, Senior Assistant City Attorney	
10.a.8	<b>Consideration to AWARD A SOLE SOURCE CONTRACT to CentralSquare Technologies, dba Superion, LLC, Lake Mary FL in the Amount of \$82,515.98 for Annual Software Support for City’s One Solution System through June 30, 2024</b>	142
	Scott Newman, Chief Information Officer / Hanosky Hernandez, Senior Assistant City Attorney	
10.a.9	<b>Consideration to AWARD A SINGLE SOURCE CONTRACT to SPIDR Tech, Mesa, AZ in the Amount of \$179,141.50 for a Customer Service Management System for the Aurora Police Department</b>	148
	Scott Newman, Chief Information Officer / Hanosky Hernandez, Senior Assistant City Attorney	
10.a.10	<b>Consideration to AWARD A SOLE SOURCE CONTRACT to Fusus, Inc., Peachtree Corners, GA in the Amount of \$125,000.00 for RTC3 Software for the Aurora Police Department</b>	151
	Scott Newman, Chief Information Officer / Hanosky Hernandez, Senior Assistant City Attorney	

**10.b Planning Matters**

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

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

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

**11.a Resolutions**

- 11.a.1 Reimbursement Agreement for Majestic Commercenter** 154
- R2023-72** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S APPROVAL OF THE FIRST CREEK IMPROVEMENTS AND REGIONAL DETENTION POND REGIONAL UTILITY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND MAJESTIC COMMERCENTER, II, LLC
- Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
- 11.a.2 Rocky Mountain Land Library Lease Extension for Buffalo Peaks Ranch** 176
- R2023-79** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF THE EXTENSION OF A LEASE AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND ROCKY MOUNTAIN LAND LIBRARY FOR EDUCATIONAL USE
- Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Assistant City Attorney
- 11.a.3 North Campus Well Field Expansion Project – Ken Ogilvie Living Trust Easement Acquisition** 217
- R2023-80** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE PURCHASE FROM KEN OGILVIE LIVING TRUST FOR A WELL FIELD AND PIPELINE EASEMENT NECESSARY FOR THE NORTH CAMPUS WELL FIELD EXTENSION PROJECT IN THE AMOUNT NOT TO EXCEED \$1,560,000
- Hector Reynoso, Manager of Real Property Services / Michelle Gardner, Senior Assistant City Attorney

- 11.a.4 Easement Conveyance to Black Hills Energy** 237
- R2023-81** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONVEYANCE OF EASEMENT AREA OWNED BY THE CITY IN ROCKY FORD LOCATED IN CROWLEY COUNTY TO BLACK HILLS ENERGY (BHE)
- Hector Reynoso, Manager of Real Property Services / Michelle Gardner, Senior Assistant City Attorney
- 11.a.5 Rules of Order and Procedure: Amend Section F, Appendix B** 259
- R2023-82** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING THE DEFINITION OF SUPPORT OF COUNCIL ON BALLOT ISSUE RESOLUTIONS
- Sponsor: Dustin Zvonek, Council Member
- George Koumantakis, Manager of Client Services, City Attorney
- 11.a.6 City Watering Schedule** 264
- R2023-83** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT FOR THE CITY TO FOLLOW THE TURF LAWN IRRIGATION RESTRICTIONS THAT LARGE IRRIGATION CUSTOMERS MUST FOLLOW
- Sponsor: Danielle Jurinsky, Council Member
- Tim Joyce, Assistant City Attorney
- 11.a.7 Resolution for Economic Development Plan 2023** 273
- R2023-84** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, SUPPORTING THE APPROPRIATION OF GENERAL FUND REVENUES TO DEVELOP AN ECONOMIC DEVELOPMENT PLAN
- Sponsor: Mike Coffman, Mayor
- Rachel Allen, Client Group Manager, City Attorney

## 11.b Finalizing of Ordinances

*Ordinances approved unanimously at first reading*

### 11.b.1 Unified Development Ordinance (UDO) Amendment - Relating to Turf Usage 278

**2023-29** CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 146 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, AS IT RELATES TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

Sponsor: Françoise Bergan, Council Member

Kelly Bish, Senior Planner, Planning and Development Services /  
Rachel Allen, Client Services Manager, City Attorney

### 11.b.2 Amending Sections 138-61, 138-63, 138-66, and 138-67 of the City Code Pertaining to the Citizens Water Advisory Committee and Renaming it the Citizens Water Advisory Commission 303

**2023-30** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 138-61, 138-62, 138-63, 138 66 AND 138-67 OF THE CITY CODE PERTAINING TO THE CITIZENS WATER ADVISORY COMMITTEE AND RENAMING IT THE CITIZENS WATER ADVISORY COMMISSION

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

## 12. PUBLIC HEARINGS

*Public hearings with or without related ordinances*

**12.a Eagle Ridge Zoning Map Amendment**

324

**2023-34** A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING A PARCEL OF LAND MEASURING 31.28 ACRES, MORE OR LESS, LOCATED WITHIN SUBAREA C, ALONG STEPHEN D HOGAN PARKWAY AND WEST OF PICADILLY ROAD, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO FROM MIXED-USE REGIONAL DISTRICT (MU-R) TO MIXED-USE CORRIDOR DISTRICT (MU-C) AND AMENDING THE ZONING MAP ACCORDINGLY (EAGLE RIDGE ZONING MAP AMENDMENT)

Ariana Muca, Planner, Planning and Development Services / Rachel Allen, Senior Assistant City Attorney

Outside Speaker: Julie Gamec and Alicia Khine, THK Associates

**12.b Revision to Exhibits A and D of the Operator Agreement with Axis Exploration LLC**

356

**R2023-85** A PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF REVISIONS TO EXHIBITS A AND D OF THE AXIS EXPLORATION, LLC OPERATOR AGREEMENT

Jeffrey Moore, Manager, Energy and Environment Division / Dave Scott, Assistant City Attorney

Outside Speaker: Dan Harrington, Asset Development Lead, Civitas Resources

**13. INTRODUCTION OF ORDINANCES**

**13.a Update Charter Language to be Gender Neutral – Ordinance for 2023 Ballot**

379

**2023-31** FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 7, 2023, PROPOSED AMENDMENTS TO ARTICLES 2-2, 3-10, 3-14(4), 3-14(5), 3-14(7), 3-15(1), 3-15(3), 3-15(4), 3-16(6), 3-16(8)(a), 3-16(8)(j), 3-16(8)(j)(a), 3-17(2), 3-17(3), 5-2, 5-9, 6-5, 7-4(e), 7-4(f), 8-2, 10-1, 10-5, 10-8, 11-2, 11-3, 12-7, 14-9(6) & 15-9(6) OF THE CITY CHARTER CONCERNING NON-SUBSTANTIVE UPDATES TO THE CITY CHARTER TO CREATE GENDER NEUTRALITY BY REPLACING ALL GENDER SPECIFIC NOUNS AND ALL PERSONAL PRONOUNS WITH NON-GENDER SPECIFIC NOUNS, AND AMENDING ARTICLE 5-9 TO INCORPORATE DIRECTION THAT UNIFORM CODES ADOPTED BY THE CITY FOR INCLUSION IN THE CITY CODE SHALL FIRST BE AMENDED TO USE GENDER NEUTRAL REFERENCES TO PERSONS

Sponsor: Alison Coombs, Council Member

Jack Bajorek, Deputy City Attorney

**13.b Amending Sections 54-133 and 54-151 of the City Code Pertaining to Unlawful Acts**

397

**2023-32** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 54-133 AND 54-151 OF THE CITY CODE PERTAINING TO UNLAWFUL ACTS

Sponsor: Curtis Gardner, Mayor Pro Tem

Dan Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney

**13.c Police Reserve Force**

407

**2023-35** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING A SECTION TO THE CITY CODE AUTHORIZING A RESERVE POLICE FORCE

Sponsor: Danielle Jurinsky, Council Member

Art Acevedo, Police Chief / Pete Schulte, City Attorney

**14. FINALIZING OF ORDINANCES**

*Ordinances not approved unanimously at first reading*

**15. ANNEXATIONS**

**15.a Overlook at King's Point South Annexation** 419

**2023-33** CONSIDERATION OF AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO (Overlook at Kings Point South) 19.937 ACRES

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

**15.b The Overlook at Kings Point South – Zoning Map Amendment** 430

**2023-27** CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING A PARCEL OF LAND MEASURING 20 ACRES MORE OR LESS NEAR THE NORTHEAST CORNER OF EAST SPUR LANE AND PINE DRIVE TO LOW DENSITY SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (THE OVERLOOK AT KINGS POINT SOUTH ZONING MAP AMENDMENT)

Erik Gates, Planner, Planning and Development Services / Rachel Allen, Manager of Client Services, City Attorney

**15.c Overlook at King's Point South Annexation Agreement** 455

CONSIDERATION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND PRUSSE LAND COMPANY (OVERLOOK AT KINGS POINT SOUTH) 19.937 ACRES

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

**16. RECONSIDERATIONS AND CALL UPS**

**17. GENERAL BUSINESS**

**17.a Consideration to Appoint One (1) Member to the Civil Service Commission** 474

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

**18. REPORTS**

**18.a Mayor**

**18.b Council**

19. ADJOURNMENT

**MINUTES**

**Regular Meeting of the Aurora City Council**

Monday, July 17, 2023

1. **RECONVENE REGULAR MEETING OF JULY 17, 2023, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of the City Council for July 17, 2023, at 6:30 p.m.

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

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, 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 July 17<sup>th</sup>, Council Meeting.

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

5. **EXECUTIVE SESSION UPDATE**

Mayor Coffman provided an update on the Executive Session, where they discussed class action litigation, energy, easement conveyance, and utility extension projects.

6. **APPROVAL OF MINUTES**

6.a. **June 28, 2023, Meeting Minutes**

Motion by Sundberg, second by Zvonek, to approve the minutes of the June 28, 2023 as presented.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Marcano, 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.***

7. **PROCLAMATIONS OR CEREMONIES**

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda-related issues only)

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

Mayor Coffman read a land acknowledgment.

9. **ADOPTION OF THE AGENDA**

CM Marcano requested to remove item 12.a. from the agenda. He requested for the item tabled indefinitely. Mayor Pro Tem Gardner requested to remove item 13.c. from the agenda. He asked to continue the item for the regular meeting on July 31.

Motion by Marcano, second by Murillo to adopt the agenda with item 12.a. and item 13.c. removed.

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

10. **CONSENT CALENDAR - MOTIONS**

*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 **Motions**

- 10.a.1 **Consideration to AWARD A CHANGE ORDER TO AN OPENLY SOLICITED CONTRACT in the Amount of \$715,834.00 to Black & Veatch, Corp., Denver, Colorado for the Quincy Pump Station Improvements, Project No. R-2116**

Dean Bedford, Principal Engineer, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

- 10.a.2 **Consideration to AWARD A SOLE SOURCE CONTRACT to Hach Company, Loveland, Colorado in the Not-to-Exceed Amount of \$300,200.00 for the Purchase of Water Quality Monitoring Equipment and Supplies as Required through July 31, 2024**

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Bobby Oligo, Manager of Water Treatment, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

- 10.a.3 **Consideration to AWARD A SOLE SOURCE CONTRACT to Polydyne, Inc., Riceboro, Georgia in the Not-to-Exceed Amount of \$360,000.00 for the Purchase of Water Treatment Chemical Poly Electrolyte Cationic Clarifloc C-308P as Required through July 31, 2024**

Bobby Oligo, Manager of Water Treatment, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

- 10.a.4 **Consideration to AWARD A CHANGE ORDER TO AN OPENLY SOLICITED CONTRACT to HDR Engineering, Inc., Denver, Colorado in the Amount of \$222,600.00 for the Senac Creek Interceptor Phase 2 Project**

Andrea Long, Principal Engineer, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

- 10.a.5 **Consideration to AWARD A CHANGE ORDER TO A COMPETITIVELY BID CONTRACT to Reynolds Construction, LLC, Denver, CO in the Amount of \$16,000,000.00 for the First Creek Interceptor Segments 1B, 1C, 1D Bid Package 2 Project, Project No. 5858B**

Andrea Long, Principal Engineer, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

- 10.a.6 **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Hudick Excavating Inc. dba HEI Civil, Castle Rock, CO in the Amount of \$2,979,008.00 for the Imboden Road Improvements; Project 5941A**

A waiver of reconsideration is requested to expedite the beginning of the construction for several key reasons listed in the commentary.

Bret Banwart, Engineering Supervisor, Public Works / Hanosky Hernandez, Senior Assistant City Attorney

- 10.a.7 **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Noraa Concrete Construction Corporation, Brighton, CO in the Amount of \$1,792,515.25 for the Mini-Roundabout; Project 5938AB**

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Carl Harline, Engineering Supervisor, Public Works / Hanosky Hernandez,  
Senior Assistant City Attorney

10.a.8 **Consideration to AWARD A CHANGE ORDER to Morton Electric, Inc., Pueblo, CO in the Amount of \$545,694.00 to Add a New Location to the 2022 Traffic Signal Construction; Project 5900A**

A waiver of reconsideration is requested due to the long lead times specialized traffic signal equipment currently is experiencing. Recent orders of equipment have taken more than eight months between order and delivery.

Carlie Campuzano, Manager of Traffic, Public Works / Hanosky Hernandez,  
Senior Assistant City Attorney

10.a.9 **Consideration to AWARD A SOLE SOURCE CONTRACT to CPAT Distribution Inc., Murrieta, California, in the Amount of \$96,014.34 for a Candidate Physical Ability Testing Package**

Mathew Wasserburger, Manager of Business Services, Fire / Hanosky Hernandez, Senior Assistant City Attorney

10.a.10 **Annual Repair – Maintenance for Breathing Apparatus 3M**

Consideration to AWARD A SOLE SOURCE CONTRACT to 3M Company (Formally known as Scott Safety), Monroe North Carolina, in the Amount of \$76,258.68 for Annual Repair/Maintenance as Required for Scott Self-Contained Breathing Apparatus (SCBA) through May 31, 2024

Mathew Wasserburger, Manager of Business Services, Fire / Hanosky Hernandez, Senior Assistant City Attorney

10.a.11 **Life Technologies**

Consideration to AWARD A SOLE SOURCE CONTRACT to Life Technologies Corporation, a Division of Thermo Fisher Scientific, Grand Island, New York in the Amount of \$286,166.44 for DNA Laboratory Supplies and Instrument Service Agreement for the Unified Metropolitan Forensic Crime Lab

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Phillip Rathbun, Police Lieutenant, Police / Hanosky Hernandez, Senior Assistant City Attorney

- 10.a.12 **Consideration to AWARD A SINGLE SOURCE CONTRACT to NicheVision Forensics LLC, Akron, Ohio in the Amount of \$90,250.00 for the Installation of Two STRmix Expert DNA Analysis Systems for the Unified Metropolitan Forensic Crime Lab**

Phillip Rathbun, Police Lieutenant, Police / Hanosky Hernandez, Senior Assistant City Attorney

- 10.a.13 **Consideration to AWARD A SINGLE SOURCE CONTRACT to Qiagen North American Holdings, Germantown, Maryland in the Amount of \$97,966.00 for a Robotic DNA Extraction System for Use in the DNA Section of the Unified Metropolitan Forensic Crime Laboratory**

Phillip Rathbun, Police Lieutenant, Police / Hanosky Hernandez, Senior Assistant City Attorney

- 10.a.14 **Consideration to AWARD A SOLE SOURCE CONTRACT to Netwrix Corporation, Pasadena, CA for Netwrix Security Auditing Tool Annual Renewal for Information Technology through September 14, 2024**

Scott Newman, Chief Information Officer / Hanosky Hernandez, Senior Assistant City Attorney

- 10.a.15 **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to The Sentinel, Aurora, Colorado in the Not-to-Exceed Amount of \$30,000.00 for Publication of Legal Notices, R-2333**

Sponsor: Danielle Jurinsky, Council Member

Hanosky Hernandez, Senior Assistant City Attorney

10.b **Planning Matters**

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

- 10.c.1 **Consideration to Appoint One (1) Member to the Judicial Performance Commission**

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

10.c.2 **Consideration to Appoint One (1) Member to the Art in Public Places Commission**

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

10.c.3 **Consideration to Appoint One (1) and Reappoint Two (2) Members to the Veterans Affairs Commission**

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

Motion by Gardner, second by Bergan to approve the Motions consent calendar.

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

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

*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.*

11.a **Resolutions**

11.a.1 **Aurora v Denver Mutual Aid Resolution**

**R2023-71** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO SUSPEND ALL LAW ENFORCEMENT MUTUAL AID AGREEMENT(S) WITH THE CITY AND COUNTY OF DENVER (“DENVER”) UNTIL AURORA RECEIVES ASSURANCES FROM DENVER THAT THEY WILL BE RESPONSIBLE FOR THE DEFENSE AND DAMAGES THAT ARISE OUT OF INCIDENTS WHERE MUTUAL AID IS REQUESTED AND PROVIDED BY AURORA

Sponsor: Mike Coffman, Mayor

Pete Schulte, City Attorney / Dan Brotzman, City Attorney

Pete Schulte, City Attorney, provided a summary of the item.

Mayor Coffman shared his conversation with Mayor Hancock regarding a legal issue. He stated that Mayor Hancock’s initial stance was to seek clarification

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from the court on their liability concerning constitutional violations during protests. However, Mayor Coffman believed that the interpretation used by Denver officials was too narrow and only covered indemnification for negligence, not constitutional violations. During large protests, activist groups' lawyers focus on constitutional questions, making it difficult for Denver to agree on indemnifying their officers for events related to the George Floyd protest in 2020 and future incidents. Consequently, Mayor Coffman stated it was not feasible to send officers to Denver under a Mutual Aid Agreement until an agreement was reached on this issue.

CM Marcano mentioned that Mayor Hancock was no longer in office as of earlier that day. He asked Mayor Coffman if he had contacted Mayor Johnston to discuss the mentioned issue with him.

Mayor Coffman answered that he recently had a brief discussion with Mayor Johnston regarding an issue. They plan to sit down together to further discuss it. Mayor Coffman expressed that there was value in bringing the Mutual Aid Agreement before the Council for approval. However, the agreement's renewal was dependent on two crucial factors: First, they need assurance that Mayor Johnston's administration would indemnify their officers for the 2020 incident when they were called to provide aid under the Mutual Aid Agreement, which was originally enacted under the Denver Police Department's leadership. Second, they require a commitment from Mayor Johnston's administration to continue indemnifying their officers in the future.

Mayor Pro Tem Gardner expressed concern about Section 3 of the resolution. He stated that the state statute was clear in stating that Denver should indemnify Aurora's officers, and he agreed with that. However, he perceived the resolution as an unofficial "middle finger" to Denver. He expressed worry that passing this resolution may lead to difficulties in day-to-day police work, especially when dealing with cross-city crimes like stolen cars or drug cases. He also questioned the urgency of passing the resolution, especially since a new mayor was just sworn in. He suggested contacting the new mayor to resolve the issue collaboratively, citing a similar situation in 2008 during the Democratic National Convention when Denver and Aurora's mayors worked together to indemnify officers.

Mayor Coffman stated two main points **to answer Mayor Pro Tem Gardner's** concern. Firstly, he mentioned that there should be no need for litigation to enforce something already clear in state statutes. And secondly, he argued that the resolution puts pressure on Denver to defend Aurora's officers in the same way they defend their own when working under Denver's direction. He emphasized the mutual benefit of collaboration between the police

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departments of Aurora and Denver on a daily operational basis. He pointed out that criminals do not respect city boundaries, so cooperation between the departments was essential for effective law enforcement. He then invited a representative from the Aurora Police Department to comment on the police department's culture.

Chief Acevedo expressed their confidence that the day-to-day operations of the police department would not be affected by the question of indemnification.

Mayor Pro Tem Gardner agreed with the previous discussions and raised concerns about the lack of control over Denver's officers and their actions. He proposed a solution that involves continuing the matter for a month and having Mayor Coffman personally contact the Mayor of Denver to work out a resolution.

CM Bergan acknowledged the intention behind the resolution and agreed that Aurora's officers should have been indemnified. She suggested putting the matter on hold for a month to allow the opportunity for Mayor Coffman to discuss the issue with the incoming mayor of Denver. If the response is not satisfactory, then they can proceed with passing the resolution.

Mayor Coffman expressed a different perspective, emphasizing the importance of the resolution. He believed that going to court was not the ideal option and wanted Denver to drop the lawsuit. The resolution provides leverage to address the issue and ensure that Aurora's officers are defended when they work in Denver under Denver's direction. He expressed concern that if the officers are not indemnified for the 2020 incident, Aurora taxpayers might face a substantial financial burden, which he finds alarming.

CM Coombs agreed that Aurora's officers should be indemnified, and she believed everyone present shared this sentiment. However, she emphasized that leadership and collaboration with neighboring cities should not be based on leverage but on communication and true leadership. CM Coombs expressed concern that using leverage might lead to an agreement that was unsatisfactory and could negatively impact Aurora's future relationship with the incoming Mayor and Council of Denver. She also pointed out that the opinions of officers from both cities are not relevant in this matter; instead, the focus should be on exercising leadership to foster a positive relationship with neighboring cities.

Mayor Coffman highlighted the significant financial impact on Denver due to payouts on behalf of their officers, amounting to \$14 million. He requested support to have leverage in negotiations with Denver over indemnifying

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Aurora's officers. Despite this hiccup, he believed there would be a good relationship with the incoming Mayor and Council of Denver, just as they had with previous mayors. He emphasized that their agreement late last year with Denver on crime rate reduction issues was successful in gaining support from the governor and legislature. However, Denver's reluctance to indemnify Aurora's officers was due to the substantial financial implications of potential payouts. He stated that it is unwise to send Aurora's officers to Denver when Denver was not willing to defend them, making it a matter of principle to seek a resolution on this issue.

CM Bergan requested clarification on the consequences of not passing the resolution. She wanted to understand if not passing the resolution would still obligate Aurora to provide Mutual Aid to Denver if requested. Additionally, she inquired whether it would be possible to decline the request for Mutual Aid by citing the ongoing pending litigation as a reason for refusal instead of relying on the resolution.

Mayor Coffman emphasized the importance of passing the resolution to avoid being obligated to send Aurora's officers to Denver under the Mutual Aid Agreement. He explained he wanted two things from Denver: First, indemnification for the 2020 incident that occurred under the previous administration, to prevent Aurora taxpayers from bearing a significant financial burden. Second, he requires Denver's commitment to indemnify Aurora's officers, regardless of the ongoing litigation. He believed that during major protests, constitutional claims would arise repeatedly, leading to potential financial burdens for Aurora until a resolution was reached with Denver.

CM Jurinsky requested P. Schulte to provide the status of the lawsuit.

P. Schulte provided background information on the ongoing litigation between Aurora and Denver.

CM Jurinsky asked a follow-up question. She requested clarification on the situation if something were to happen in Denver the following day, and the resolution was not passed. She asked P. Schulte to confirm whether Aurora's officers would have to go to Denver without the protection of this resolution in place.

P. Schulte explained the process of mutual aid requests between Aurora and Denver. Currently, Denver has not specifically asked Aurora for assistance during potential protests or disturbances.

CM Bergan stated that based on the opinion shared by P. Schulte, she has

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decided to support the resolution, although she wishes a resolution could have been achieved through other means. She acknowledged that not passing the resolution would put Aurora's officers in a precarious situation where they might not be indemnified if called to assist Denver. Despite some hesitancy, she believed supporting the resolution was necessary to protect Aurora's officers.

Mayor Coffman recalled that Mayor-elect Johnston was in that position, and his spokesman released a statement that supported the same position as the Hancock Administration on the indemnification issue.

Motion by Jurinsky, second by Zvonek to approve item 11.a.1.

Voting Aye: Bergan, Jurinsky, Murillo, Sundberg, Zvonek

Voting Nay: Medina, Marcano, Coombs, Gardner

11.a.2 **Godfrey Ditch Water Rights Purchase from Loeffler**

**R2023-73** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONTRACT FOR PURCHASE OF GODFREY DITCH COMPANY STOCK FOR WATER RIGHTS BETWEEN THE CITY OF AURORA AND JERRY LOEFFLER

Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Stephen Cann, Senior Assistant City Attorney

11.a.3 **Renaming a Portion of Springhill Park**

**R2023-74** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF RENAMING THE SOUTHERN PORTION OF THE EXISTING SPRINGHILL PARK "MEMORIAL PARK"

Nicole Ankeney, Manager of Planning, Design and Construction, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney

Outside Speaker: Rick Crandall, Executive Director Colorado Freedom Memorial Foundation

11.a.4 **Havana Street Corridor Study Final Report**

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**R2023-75** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADOPTING THE HAVANA STREET CORRIDOR STUDY AND APPENDING THE STUDY TO THE CITY'S COMPREHENSIVE PLAN, AURORA PLACES

Huiliang Liu, Principal Transportation Planner, Planning and Development Services/ Michelle Gardner, Senior Assistant City Attorney

11.a.5 **Direct Sale to Vintage Theatre as Logical Potential Purchaser**

**R2023-76** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONVEYANCE OF CERTAIN CITY-OWNED PROPERTY TO VINTAGE THEATRE PRODUCTIONS, INC. AS A DIRECT SALE TO THE LOGICAL POTENTIAL PURCHASER

Melissa Rogers, Urban Renewal Supervisor, Planning and Development Services / Michelle Gardner, Senior Assistant City Attorney

11.a.6 **Intergovernmental Agreement with Colorado Anschutz Medical Campus Police Department (CUPD) for Shared Technology**

**R2023-77** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNIVERSITY OF COLORADO DENVER ANSCHUTZ MEDICAL CAMPUS AND THE CITY OF AURORA REGARDING SHARING OF PUBLIC SAFETY TECHNOLOGY

Scott Newman, Chief Information Officer, Information Technology / Megan Platt, Assistant City Attorney

11.b **Finalizing of Ordinances**

11.b.1 **Prairie Point Site Plan No. 1 (Kings Point North) – Zoning Map Amendment**

**2023-24** CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING A PARCEL OF LAND MEASURING 910 ACRES, MORE OR LESS, LOCATED BETWEEN PARKER ROAD AND E-470, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO TO ADJUST THE BOUNDARIES OF LOW-DENSITY RESIDENTIAL

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ZONE DISTRICT (R-1) AND MEDIUM-DENSITY RESIDENTIAL ZONE DISTRICT (R-2) AND AMENDING THE ZONING MAP ACCORDINGLY (PRAIRIE POINT NO. 1 ZONING MAP AMENDMENT)

Erik Gates, Planner, Planning and Development Services / Rachel Allen, Manager of Client Services, City Attorney

11.b.2 **Westlake Vista Zoning Map Amendment**

**2023-25** CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING A PARCEL OF LAND MEASURING 2.72 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SABLE BOULEVARD AND E. 21ST AVENUE, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO FROM RURAL RESIDENTIAL ZONE DISTRICT (R-R) TO MEDIUM DENSITY RESIDENTIAL ZONE DISTRICT (R-2) AND AMENDING THE ZONING MAP ACCORDINGLY (WESTLAKE VISTA ZONING MAP AMENDMENT)

Ariana Muca, Planner, Planning and Development Services / Rachel Allen, Manager of Client Services, City Attorney

Outside Speaker: Collin Kemberlin, Kemberlin Architecture

11.b.3 **8641 Murphy At 32<sup>nd</sup> And Airport Zoning Map Amendment**

**2023-26** CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING A PARCEL OF LAND MEASURING 2.537 ACRES MORE OR LESS AT 3001 N AIRPORT BLVD FROM MIXED-USE CORRIDOR DISTRICT (MU-C) TO BUSINESS/TECH DISTRICT (I-1) AND AMENDING THE ZONING MAP ACCORDINGLY (8641 MURPHY AT 32ND AND AIRPORT ZONING MAP AMENDMENT)

Ariana Muca, Planner, Planning and Development Services / Rachel Allen, Manager of Client Services, City Attorney

Motion by Gardner, second by Coombs to approve the Resolutions and Ordinances consent calendar with item 11.a.1. removed.

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

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12. **PUBLIC HEARINGS**

12.a **Unified Development Ordinance (UDO) Text Change Prairie Dogs**

**2023-28** A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 4.12.1 AND A CORRESPONDING DEFINITION, TO CHAPTER 146 OF THE CITY CODE PERTAINING TO THE HUMANE TREATMENT AND RELOCATION OF PRAIRIE DOGS AND THE PROTECTION OF ENDANGERED WILDLIFE SUCH AS THE BLACK-FOOTED FERRET AND WESTERN BURROWING OWL

Sponsors: Juan Marcano, Council Member / Crystal Murillo, Council Member

Aja Tibbs, Planning Supervisor, Planning and Development Services / Rachel Allen, Manager of Client Services, City Attorney

Item was pulled from the agenda.

12.b **Unified Development Ordinance (UDO) Amendment - Relating to Turf Usage**

**2023-29** A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 146 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, AS IT RELATES TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

Sponsor: Françoise Bergan, Council Member

Kelly Bish, Senior Planner, Planning and Development Services / Rachel Allen, Client Services Manager, City Attorney

Mayor Coffman opened the public hearing.

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

Mayor Coffman closed the public hearing.

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

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

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13. **INTRODUCTION OF ORDINANCES**

13.a. **Amending Sections 138-61, 138-63, 138-66, and 138-67 of the City Code Pertaining to the Citizens Water Advisory Committee and Renaming it the Citizens Water Advisory Commission**

**2023-30** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 138-61, 138-62, 138-63, 138 66 AND 138-67 OF THE CITY CODE PERTAINING TO THE CITIZENS WATER ADVISORY COMMITTEE AND RENAMING IT THE CITIZENS WATER ADVISORY COMMISSION

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

Greg Baker, Manager of Water Public Relations, provided a summary of the item.

CM Marcano expressed curiosity about the reason behind bringing this issue before the Council. He found it interesting that a committee was being given the authority to potentially override Aurora Water's recommendations, particularly regarding water use for large projects.

G. Baker clarified that the intention was not to overrule Aurora Water's recommendations and instead provided clarification on the purpose of the item.

CM Bergan asked to confirm that even after the committee has reconsidered the matter and provided their recommendation, the final decision still rests with the Council. G. Baker confirmed and explained that the committee's input was another point of discussion and recommendation for the Council to consider when making their policy decisions.

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

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

13.b. **Update Charter Language to be Gender Neutral – Ordinance for 2023 Ballot**

**2023-31** FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 7, 2023, PROPOSED AMENDMENTS TO ARTICLES 2-2, 3-10, 3-14(4), 3-14(5), 3-14(7), 3-15(1), 3-15(3), 3-15(4), 3-16(6), 3-16(8)(a), 3-16(8)(j),

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3-16(8)(j)(a), 3-17(2), 3-17(3), 5-2, 5-9, 6-5, 7-4(e), 7-4(f), 8-2, 10-1, 10-5, 10-8, 11-3, 14-9 & 15-9 OF THE CITY CHARTER CONCERNING NON- SUBSTANTIVE UPDATES TO THE CITY CHARTER TO RENDER GENDER SPECIFIC PRONOUNS AS NON-GENDER SPECIFIC NOUNS INCLUSIVE OF ALL PERSONS OR AS THE EXPRESSION "THAT PERSON", SPECIFICALLY CHANGING THE WORD "CHAIRMAN" TO "CHAIRPERSON", THE WORD "HIS" TO "THAT PERSON'S" OR A NOUN, THE EXPRESSION "HIS OR HER" TO "THAT PERSON" OR A NOUN, THE EXPRESSION "HE OR SHE" TO "THAT PERSON" OR A NOUN, THE WORD "HE" TO "THAT PERSON", AND AMENDING ARTICLE 5-9 TO INCORPORATE DIRECTION THAT UNIFORM CODES ADOPTED BY THE CITY FOR INCLUSION IN THE CITY CODE SHALL FIRST BE AMENDED TO USE INCLUSIVE, NON-GENDER SPECIFIC PRONOUNS OR NOUNS

Sponsor: Alison Coombs, Council Member

Jack Bajorek, Deputy City Attorney

CM Coombs raised a point of order, stating that the language they had proposed used "they" and "them" instead of "that person" or noun versions. She mentioned that the version being discussed was drafted but not formally introduced.

Mayor Coffman asked the City Clerk, Kadee Rodriguez, about the time needed to defer the matter to get it on the ballot. K. Rodriguez mentioned that they could get it back on July 31 with the final reading on August 14.

Mayor Coffman asked if CM Coombs has a substitute language at that time. CM Coombs clarified that the language originally proposed for the public hearing used "they" and "them" instead of "that person" or noun versions. She explained that this version of the language had been sent by Dave Lathers before he resigned, but it was not pursued further due to its cumbersome nature.

CM Jurinsky explained that during a Study Session, CM Marcano spoke on CM Coombs' behalf due to them being sick that night. At that session, the council members agreed to move forward with a version of the proposal that uses the name of the position (e.g., City Manager, City Attorney) instead of "they" and "them" pronouns.

Mayor Coffman asked CM Coombs about her preference regarding the current matter. The options presented to CM Coombs were to either vote on the issue as it stands, delay the decision, or propose amendments to the current proposal.

CM Coombs expressed some reservations about the proposed language but acknowledged that if it was the only way to garner support, she was willing to approve it as was. She mentioned that the wording might be cumbersome for voters to

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understand when written on the ballot. Despite this concern, CM Coombs agreed to move the proposal forward with the current language.

K. Rodriguez confirmed that the same verbiage was discussed during the Study Session on July 10 as well.

CM Coombs mentioned that she found it interesting that using "they" and "them" pronouns in the language was less cumbersome and easier to understand, yet there was opposition to this approach. She believed it was essential for the city charter's language to be non-gendered, as most legal language and laws are typically written in a non-gendered manner. Despite the opposition, CM Coombs continued to support making these changes to promote inclusivity in the city charter's language.

Jack Bajorek, Deputy City Attorney, raised that there was a discrepancy between the title of the proposal and the actual ballot language.

Mayor Coffman recommends pulling the proposal and continuing it to allow more time for reflection and to have consistent language. The final decision on whether to pull or proceed with the proposal was within CM Coombs's discretion.

CM Coombs pointed out the inconsistency between the charter language and the title of the proposal. She inquired whether the process needs to be repeated with the correct, consistent language. J. Bajorek added that the title of the ordinance should align with the ballot question, and currently, there was a disparity between the two. He suggested discussing the next steps and deciding on a course of action to resolve the issue.

CM Jurinsky explained that during the Study Session, a middle ground was found to avoid using pronouns such as "he or she" or "they and them." Instead, they decided to refer to the position by its name.

Mayor Coffman suggested bringing the matter back to the next Study Session, but CM Coombs prefers to have it brought back to the next Council Meeting instead. CM Coombs acknowledged that there has already been enough discussion on the topic. Mayor Coffman agreed not to delay it further and decided to continue the matter to the next regular meeting of the Aurora City Council.

Motion by Coombs, second by Bergan to move item 13.b. to the July 31 City Council Meeting.

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

13.c. **Amending Section 54-133 of the City Code Pertaining to Unlawful Acts**

- ◆ ***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.***

**2023-32** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 54-133 OF THE CITY CODE PERTAINING TO UNLAWFUL ACTS

Sponsor: Curtis Gardner, Mayor Pro Tem

Dan Brotzman, City Attorney / Jack Bajorek, Assistant City Attorney

Item was pulled from the agenda.

14. **FINALIZING OF ORDINANCES**

Ordinances not approved unanimously at first reading.

15. **ANNEXATIONS**

15.a. **Overlook at King's Point South Annexation - Findings of Fact**

**R2023-78** A PUBLIC HEARING AND CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO (Overlook at Kings Point South) 19.937 ACRES

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

Mayor Coffman opened the public hearing.

Jacob Cox, Manager of Development Assistance, provided a summary of the item.

CM Bergan requested clarification on the process regarding the resolution, ordinance, and zoning for this matter. She mentioned that in May, they had already passed the ability to introduce the issue.

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J. Cox explained the process for annexation, which involved five different items that go through the three-step Council process as required by state statute.

CM Bergan reaffirmed J. Cox's statement that the Council would vote on the first reading of the annexation approval by ordinance during the current meeting. She inquired about when the details of the annexation would be discussed, and J. Cox responded yes, stating that the details would be covered during the meeting.

CM Bergan asked about the zoning and specifically inquired if there was any provision for multifamily housing within the zoning plan. J. Cox responded that he does not believe so and that the zoning was designated as R-1 Low-Density Residential, indicating that it was primarily intended for single-family housing.

Brian Rulla, Assistant City Attorney, confirmed that the zoning designated as R-1 Low-Density Residential does not permit multifamily housing. CM Bergan noted that the parcel in question was small, about 20 acres within the entire Master Plan. She asked why the applicant would want to annex into the city now when the entire 120-acre Master Plan was previously annexed. B. Rulla mentioned that there are several reasons, including access to water service and provided explanation.

CM Bergan asked regarding the turf ordinance passed last year, which restricts new developments from having turf in their front yards and allows only 500 square feet in the backyard. She inquired if the proposed annexation and zoning, if approved, would be required to comply with this ordinance. J. Cox confirmed that they would have to abide by the turf ordinance since there was no site plan currently in process.

Mayor Coffman closed the public hearing.

Motion by Gardner, second by Bergan to approve item 15.a.

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

15.b. **Overlook at King's Point South Annexation**

**2023-33** CONSIDERATION OF AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF

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THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO (Overlook at Kings Point South) 19.937 ACRES

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

Jacob Cox, Manager of Development Assistance, provided a summary of the item.

CM Bergan asked about potential issues with regional infrastructure that could be affected by the annexation. J. Cox responded.

Erik Gates, a Planner from Planning and Development Services, confirmed that the Master Plan application was currently being handled administratively, and there have been no requests for adjustments that would require a public hearing. However, he mentioned that the decision can still be called up for further review once the administrative process has been completed.

Motion by Gardner, second by Bergan to approve item 15.b.

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

**15.c. The Overlook at Kings Point South – Zoning Map Amendment**

**2023-27** A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING A PARCEL OF LAND MEASURING 20 ACRES MORE OR LESS NEAR THE NORTHEAST CORNER OF EAST SPUR LANE AND PINE DRIVE TO LOW-DENSITY SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (THE OVERLOOK AT KINGS POINT SOUTH ZONING MAP AMENDMENT)

Erik Gates, Planner, Planning and Development Services / Rachel Allen, Manager of Client Services, City Attorney

Mayor Coffman opened the public hearing.

Erik Gates, a Planner from Planning and Development Services, provided a summary of the item.

Mayor Coffman closed the public hearing.

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Motion by Bergan, second by Gardner to approve item 15.c.

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

16. **RECONSIDERATIONS AND CALL UPS**

17. **GENERAL BUSINESS**

18. **REPORTS**

18.a. **Report by the Mayor**

Mayor Coffman shared his experience attending a hearing of the Veterans Court. He expressed admiration for the process, which involves five veterans who participated in a rigorous program with a deferred sentence for a year. The judge effectively tapped into the veterans' culture, encouraging their support for each other, while the staff also assisted. A VA representative was present to offer on-site appointments when needed. The veterans are required to make daily calls and undergo random urinalysis. All five veterans in the program were progressing through its four phases, making it an impressive and supportive initiative.

18.b. **Reports by the Council**

CM Jurinsky stated that their counterpart for the Ward 2 town halls will be absent, so she will be conducting the Ward 2 town hall alone. The town hall meeting is scheduled for 6:30 p.m. at the Central Rec Center, and she encouraged a high turnout for the event since CM Sundberg will not be present.

CM Sundberg expressed gratitude to CM Jurinsky for filling in for him. He anticipated an exciting evening focused on public safety, budget, and open space in Ward 2. He also mentioned attending an art show organized by the Aurora Cultural Arts District (ACAD) to support Board Chair Stephanie Hancock. The art show featured incredible artwork by Zsundayka Nzinga.

CM Medina shared his recent experience as a judge for the African Chamber of Commerce, where they evaluated proposals from youth. The event featured various activities and presentations by the youth, and three of the participants received financial support to kickstart their ideas.

CM Marcano shared his recent experience of going on a ride-along with Chief Acevedo. He recounted multiple incidents during the ride-along, including assisting a woman in crisis, apprehending a drunk driver, and shutting down a drug dealing operation. He also mentioned identifying technology issues that need to be addressed by the department and hints at bringing forward a proposal soon. He invited attendees to the

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next Ward 4 Meeting on Thursday, August 10 at 6:30 p.m. at Colorado Early Colleges, although the topic was yet to be determined as the planned presentation has been moved to September.

CM Coombs announced their upcoming town hall scheduled for Tuesday at 6:00 p.m. at the Central Recreation Center. The town hall meeting would include presentations from the Forestry Department on upcoming neighborhood work related to trees, as well as updates from PAR and Fire, and a presentation from the High Line Canal Conservancy about their projects in Aurora. She shared her recent attendance at various community events, including the Colfax Breakfast Club, a Bengali community lunch and soccer game, a community baby shower at Dayton Street Opportunity Center, Aurora Ecofest, and an event with Suburban Futures. She expressed hope for a partnership with Suburban Futures and the Civic Engagement Commission to better connect with the City of Aurora. She also mentioned her attendance at the Colorado Gay Rodeo Association Rocky Mountain Regional Rodeo at the Arapahoe County Fairgrounds and looks forward to the upcoming Arapahoe County Fair and Aurora Pride at the Aurora Reservoir on August 5.

CM Bergan announced their upcoming town hall meeting scheduled for Wednesday night. The town hall meeting would include a retail presentation to address questions about attracting stores like Trader Joe's or Whole Foods to the area. Additionally, there would be a report from the Consent Advisory Council and a discussion on the Ridge View update by a representative from DOLA (Department of Local Affairs). She provided updates on various projects, including the Jewell Avenue trail partnership with E-470 starting in August, the ongoing Gartrell signals project expected to be completed in the fall, and the upcoming transformation of the central maintenance facility on E-470 into a new barn-like structure. She also mentioned her involvement in the Opioid Governance Council, where they finalized decisions on RFPs (Requests for Proposals).

19. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of the City Council.

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

DRAFT

MIKE COFFMAN, MAYOR

ATTEST:

---

KADEE RODRIGUEZ, CITY CLERK

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

Anis Elgomati  
is hereby declared an

# AMAZING *Auroran*



Anis Elgomati, a native Aurora, Coloradoan, is a 16-year-old student at Overland High School going into his junior year. His GPA is 4.78, which is ranked 1st in his class of 539 students. A member of the National Honor Society, Anis' intellect and passions have led him to found and lead two special societies at school: Overland History Society and Overland Film Society. He is also the Founder and President of Overland's Model United Nations Program. A master in Debate, Anis is the President of Overland High's Speech and Debate team and ranked 4th in the state of Colorado in Lincoln Douglas Debate. Outside of school, Anis is the Founder and President of a Muslim Youth Group, and is writing a book entitled, *Vinculum Vitae*, that is expected to be published in September, 2023.

For his many accomplishments and leadership roles, the city of Aurora is proud to honor Anis Elgomati as an AMAZING AURORAN!

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Council Member Danielle Jurinsky

July 31, 2023

# Aurora, Colorado



## Proclamation

**WHEREAS**, a multi-year study by the National Institute for Occupational Safety and Health found a 9% increase in cancer diagnoses and a 14% increase in cancer-related deaths in firefighters when compared to the general population; and,

**WHEREAS**, increased exposure to fires increases chances for lung cancer, leukemia, digestive, oral, respiratory, testicular, multiple myeloma, colon and urinary cancers, and the State of Colorado recognizes these risks for firefighters in C.R.S. Section 8-41-209, "Coverage for occupational diseases contracted by firefighters"; and,

**WHEREAS**, according to that Section, the "death, disability, or impairment of health of a firefighter... who has completed five or more years of employment as a firefighter, caused by cancer of the brain, skin, digestive system, hematological system, or genitourinary system and resulting from his or her employment as a firefighter, shall be considered an occupational disease;" and,

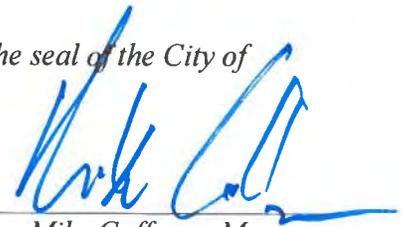
**WHEREAS**, the city of Aurora prioritizes the health and safety of every first responder, and awareness prevention and adequate resources are key to keeping Aurora firefighters healthy and safe; and,

**WHEREAS**, personal protective clothing and equipment, commonly referred to as "bunker gear," play a vital role in protecting firefighters against chemical and biological hazards that increase a firefighter's risk of cancer; and,

**NOW, THEREFORE**, I, Mike Coffman, Mayor of the City of Aurora, Colorado, do hereby proclaim the month of June 2023 as:

### ***Firefighter Cancer Awareness & Prevention Month***

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 12th day of June 2023.



Mike Coffman, Mayor  
Aurora, Colorado



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Consideration to AWARD A COMPETITIVELY BID CONTRACT to American West Construction LLC., Denver, Colorado in the Amount of \$2,674,660.00 for the Zone 5 to Zone 4 Pressure Reducing Valve Vault Project, Project No. 5942A
<b>Item Initiator:</b> Catherine Schumacher, Project Engineer, Aurora Water
<b>Staff Source/Legal Source:</b> Dean Bedford, Principal Engineer, Aurora Water / Hanosky Hernandez, Sr. Assistant City Attorney
<b>Outside Speaker:</b> None
<b>Council Goal:</b> 2012: 3.4--Maintain a reliable water system

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/31/2023

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

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

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

Dean Bedford, Principal Engineer, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

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

On May 23,2022, the award of an OPENLY SOLICITED CONTRACT in the amount of \$334,090.00 to Burns & McDonnell Engineering Company, Inc., Centennial, Colorado, for engineering services for the Zone 5 and Zone 4 PRV Near E. Jewell Avenue and Powhaton Road Project, Project NO. R-2661, was reported on the Weekly Report to Council.

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

**Background**

An additional connection between potable water system Pressure Zones 4 and 5 is required to provide system redundancy and a backup supply to the Southeast Area Maintenance (SEAM) Facility. The project is located near the intersection of E. Jewell Avenue and future S. Powhaton Road. The vault adds operational flexibility and greater reliability in delivering water sources to current and future customers.

**Item Scope**

The Work includes all labor, materials equipment, tools, and supplies to construct a new buried Pressure Reducing Valve (PRV) vault. The concrete PRV vault will be approximately 420 square feet and will house the required pipe connections, piping, and PRV's and will be accessed through roof hatches. The project also includes two butterfly valve vaults, a tunnel across E Jewell Ave., and instrumentation and control systems. Lastly, the project includes landscape restoration, erosion and sedimentation control, and utility protection/adjustment.

**Bidder Pre-qualification**

Seven (7) pre-qualified general contractors were selected under Statement of Qualifications (SOQ) SOQ-21-5891A for bidding. The SOQ responses were evaluated based on the following criteria:

- Experience of the Firm with Project Qualifications
- Examples of Past Projects that are Similar in Size and Scope
- Technical Competence of Project Manager
- Technical Competence of Superintendent
- Organization and Completeness

Four (4) of the seven (7) pre-qualified firms submitted bids for this Project.

**Bid Results**

Bids were opened by Purchasing Services on July 11, 2023. The results of the bid opening were as follows:

<b>Bidder - Prime Contractor</b>	<b>Total Bid</b>
American West Construction LLC	\$ 2,674,660.00
JHL Constructors	\$ 2,860,352.00
Velocity Constructors, Inc.	\$ 3,081,282.00
BT Construction	\$ 3,542,470.00

No bids were received from Aurora firms.

The engineer's estimate for this project was \$1,165,000.00 to \$1,430,000.00. The Bid Total is outside the allocated budget for this project due to material prices for piping and the PRV vault, as well as the material and labor associated with electrical, instrumentation, and communication items; however, City staff recommend the lowest Total Bid amount to be awarded as the additional funds are available from a different project delivered under budget.

City staff has reviewed and verified American West Construction LLC.'s bid for the project and considers their overall bid to be fair and reasonable. The bid acceptance period expires 60 days after bid opening and expires on September 9, 2023.

**Recommendation**

Based on the above, City staff recommend awarding a competitively bid contract to American West Construction LLC., Denver, Colorado in the amount of \$2,674,660.00 for the Zone 5 to Zone 4 PRV Vault Project, Project No. 5942A. In addition, a 5% contingency (\$133,733.00) based on the total award amount cited above is requested. The contingency will be withheld from the contract with American West Construction LLC and accessed only as needed and through a contract amendment.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

Funding for this contract will be from Capital Improvement Program, Water Fund in the amount of \$2,674,660.00.  
  
ORG 52467 - PRV Rehab Repl-WA.

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Does City Council approve the award to American West Construction LLC., Denver, Colorado in the amount of \$2,674,660.00 for the Zone 5 to Zone 4 Pressure Reducing Valve Vault Project, Project No. 5942A?

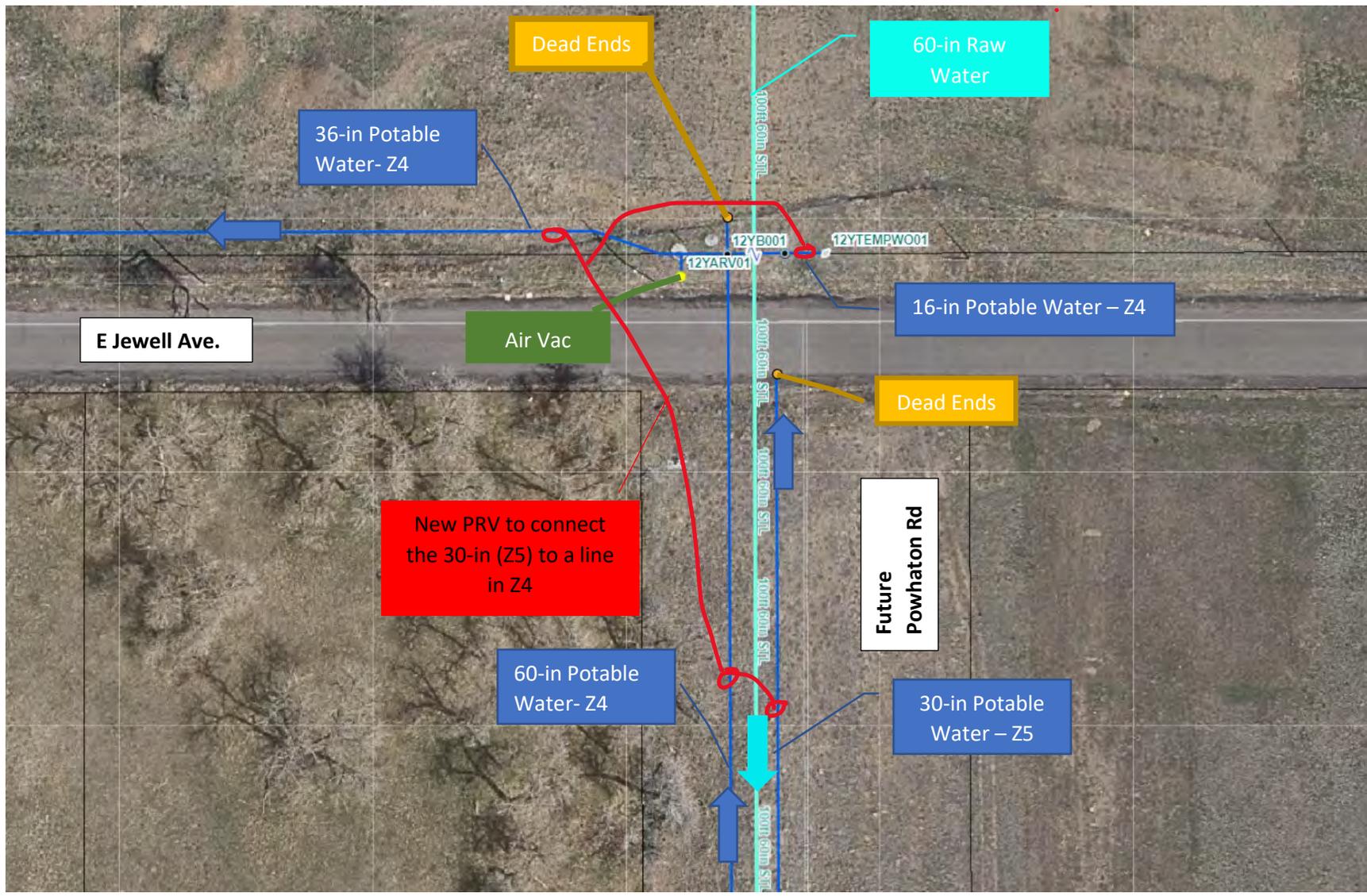
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**LEGAL COMMENTS**

Contracts for the purchase of supplies, services, and construction shall be awarded to the lowest responsive bidder or most advantageous proposal as specified in the Aurora City Code. (See, Sec 2-671 et. seq. A.C.C.) (Hernandez)

# Vicinity Location and Site Plan of Zone 5-4 PRV Jewell & Powhatan Project





**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><b>BURNS &amp; MCDONNELL ENGINEERING COMPANY, INC.</b></p> <p><b>CENTENNIAL, CO</b></p> <p>Dept: Water</p>	<p>Award an openly solicited contract to Burns &amp; McDonnell Engineering Company, Inc. for Engineering Services for the Zone 5 and Zone 4 PRV Near E. Jewell Ave and Powhaton Rd. Project.</p> <p>The engineering services were solicited under a formal competitive Request for Proposal (RFP) using a qualifications-based selection process where the top-ranked firm is selected for contract award. Due to the nature of the services, pricing is not a factor in the selection of the top-ranked firm. Price is negotiated with the top-ranked firm only.</p> <p>Burns &amp; McDonnell was selected as the top-ranked firm out of the three (3) firms that responded. All of the firms were evaluated based on the following criteria contained in the RFP:</p> <ol style="list-style-type: none"> <li>1. Experience of the firm and project descriptions;</li> <li>2. Specialized experience and technical competence of project team;</li> <li>3. Overall impression of proposal.</li> </ol> <p>As a result, a detailed scope of work, project schedule and price proposal in the not-to-exceed amount of \$334,090.00 were negotiated with Burns &amp; McDonnell. The proposed hourly labor rates are the same as their MESA VII agreement. Based on the above, the price proposal for providing the proposed services is considered to be fair and reasonable.</p> <p><i>This award is the result of an open solicitation where the City received at least 3 offers, and the price was negotiated with the top ranked firm on the basis of qualifications. 2-672-(a), (3), (a) (2)</i></p>	<p><b>\$334,090.00</b></p>	<p><b>R-2261</b></p> <p><b>Burns &amp; McDonnell Engineering Company</b></p> <p>Dewberry Engineers Inc.</p> <p>Mott MacDonald, LLC</p>



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** Consideration to AWARD A CHANGE ORDER in the Amount of \$514,519.08 to Buehler Companies, Aurora, Colorado, for the Southeast Area Maintenance Facility (SEAM) Move, Phase 2 Project, Project No. R-2329

**Item Initiator:** Mary Rasure, Planning and Engineering Project Manager, Aurora Water

**Staff Source/Legal Source:** Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Hanosky Hernandez, 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:** 7/31/2023

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

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

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

Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

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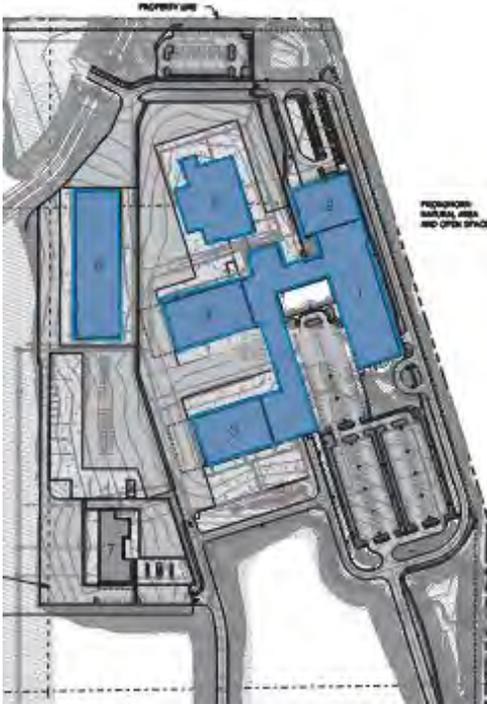
**HISTORY** (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

The award of an OPENLY SOLICITED CONTRACT in the amount of \$31,250.00 to Bueler Companies, Aurora, Colorado, for the Southeast Area Maintenance Facility (SEAM) Move, Phase 1 Project, NO. R-2329 was reported on the Weekly Report To Council dated May 15, 2023.

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

Background



The Aurora Water Southeast Area Maintenance facility (SEAM aka the Dan P. Mikesell Operations Facility) is located at 26791 E Quincy Avenue (see left). Buehler Companies was hired to help facilitate the move from the current Aurora Water facilities (Central Facilities, Nome, Aurora Municipal Center, Wemlinger Treatment Plant Lab, etc.) to the new campus. Phase II is the move effort whereas Phase I was coordination and planning efforts.

SEAM construction will be complete in August, 2023 and the move is expected to take 6-8 weeks.

During Phase I, Buehler Companies developed a move management plan including a move preparation schedule, budget/cash flow, communications plan for team members, move items tracking strategies, cleanup/closeout requirements, and scoping of Phase II.

Item Scope – Phase II

Move Services (Phase II) encompasses all labor and materials associated with the physical move, including but not limited to trucking/transportation, packaging, tracking, sequencing, protection, staffing, supervision, administration, insurance, staging, final cleaning, and constant coordination through the move process. The value of this request

is \$514,519.08. Following this change order approval, no future change orders to Buehler’s scope are anticipated.

Purchasing Process

When Buehler Companies’ initial contract was reported on the Weekly Report To Council on May 15, 2023, a Move Management (Phase II) cost estimate was provided to support an understanding of the upcoming financial needs. Labor rates and unit prices were provided by the vendors for use in determining a negotiated price for Phase II services. The engineer’s estimate/opinion of probable cost for Phase II was \$699,000.00; therefore, their proposal for this change order in the amount of \$514,519.08, is considered fair and reasonable.

The Buehler Companies’ Initial Budget Estimate for Move Services (Phase II), provided in the Request For Proposal (RFP) response dated April 17, 2023, was \$ 448,314.62. However, additional Buehler scope was identified during the move management investigation process.

The following scope was added after the initial budget estimate:

- a. Move, distribute, unbox, mount, and remove debris for approximately 300 new Computer Monitors.
- b. Distribute IT connection instruction to each workstation, office, and conference room.
- c. 10% Supplemental Service allowance added to proposal value, subject to Aurora Water project manager approval for use.

The combined Buehler Companies Total Lump Sum Price for Move Services (Phase 2), inclusive of the budget estimate scope and added items a-c above, is **\$514,519.08**. This total is below the Engineer’s estimate for this work.

Buehler Move Management (Phase I) -	\$ 31,250.00 total - Contract issued June 1, 2023.
<u>Buehler Move Services (Phase II) -</u>	<u>\$514,519.08 total – this change order request.</u>
Total contract with approved change order:	\$545,769.08

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

Funding for this change order will be from the Capital Improvement Program, Water and Wastewater Funds in the amount of \$514,519.08.

ORG#: 52805 (Water) Allocation: 60% (\$308,711.45)      Account #: 62300

ORG#: 52354 (Sewer) Allocation: 25% (\$128,629.77)      Account #: 62300

ORG#: 52355 (Storm) Allocation: 15% (\$ 77,177.86)      Account #: 62300

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Consideration to AWARD A CHANGE ORDER in the Amount of \$514,519.08 to Buehler Companies, Aurora, Colorado, for the Southeast Area Maintenance Facility (SEAM) Move, Phase 2 Project, Project No. R-2329

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**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)). (Hernandez)

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

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID NUMBER
<p><b>BUELER COMPANIES</b></p> <p><b>AURORA, COLORADO</b></p> <p>Dept: Water</p>	<p>Award an openly solicited contract for professional services to Bueler Companies for the Aurora Water SEAM Move Project.</p> <p>A Request for Proposals was issued to select a contractor. All written proposals were evaluated based on the following criteria:</p> <ol style="list-style-type: none"> <li>1. Project understanding and approach, complete organizational chart, and references;</li> <li>2. Price Proposal – Phase 1;</li> <li>3. Price Proposal – Phase 2;</li> <li>4. Overall impression, readability, conciseness, and thoroughness of proposal.</li> </ol> <p>Because project understanding is critical to the success of the SEAM move, and because Phase 1, Move Management. will include the work needed to develop firm pricing for Phase 2, Move Services, the RFP review team used the criteria above to select the top ranked firm. After evaluations of the three proposals received, Buehler was selected as the top ranked firm. Although Buehler was not the lowest cost for Phase 1, they demonstrated the greatest understanding of the complexity and needs of the project.</p> <p>Phase 2 costs were estimates provided for budgetary purposes and to support an understanding of the upcoming financial needs for the move portion of the project in the current market. Labor rates and unit prices were provided by the contractors for use in determining a negotiated price for Phase 2 services once scoping and further refinement of the needs for the move are complete.</p> <p>Buehler’s hourly rates and unit prices are comparable to pricing from other proposing firms; therefore, their proposed hourly rates are considered to be fair and reasonable.</p> <p>Phase 2 will be awarded as a change order to the contract only after City Council approval.</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. 2-672-(a), (3), (a) (2)</i></p>	<p><b>\$31,250</b></p>	<p><b>R-2329</b></p> <p><b>Phase 1</b></p> <p>Prestige Corporate Relocation \$19,602.18</p> <p><b>Bueler Companies</b> <b>\$31,250.00</b></p> <p>Mesa Moving and Storage \$33,500.00</p>

# REQUEST FOR PROPOSAL

## R-2329

## Phase 2

# Aurora Water SEAM Move



Prepared by:



July 7, 2023

Nathan Jones  
Contract Administrator  
City of Aurora  
15151 E. Alameda Parkway  
Aurora, CO 80012-1553

Mary Rasure  
Project Manager  
City of Aurora  
15151 E. Alameda Parkway  
Aurora, CO 80012-1553

Dear Nathan and Mary,

Service Beyond Expectations! Not only is this Buehler's mission statement, it's our commitment to you. We appreciate this opportunity and Thank you for allowing Buehler Companies, the privilege of submitting a proposal for Aurora Water SEAM's upcoming relocation.

Every successful relocation begins with a clear scope, includes a detailed move plan and a realistic and achievable time line.

When you select Buehler, you gain a relocation partner. We ensure minimal downtime for your staff, and maximum efficiency during every phase of your move, through advance planning, on-site supervision and precision coordination. My team and I will be with you every step of the way.

If, after reviewing this proposal, there is any reason why you feel that you cannot choose Buehler to assist you with your relocation, please do not hesitate to contact me. We want to serve you and will make every effort to ensure that we are the relocation specialists you choose.

Sincerely,

*Tami Anderson*

Tami Anderson  
Sr. Corporate Sales  
303-667-7438  
[tami@buehlercompanies.com](mailto:tami@buehlercompanies.com)

*Kirk Velarde*

Kirk Velarde  
Commercial Sales  
303-210-4783  
[kvelarde@buehlercompanies.com](mailto:kvelarde@buehlercompanies.com)

## SECTION I: PROJECT APPROACH

Buehler Companies approach to Aurora Water SEAM's project is to oversee the development of the move schedule and implementation and fine tune as we start the process as required to ensure the successful relocation.

The objective is to provide a structured and comprehensive management approach to coordinate, control and manage the strategic planning and relocation activities of the move.

Buehler Companies will be the single point of contact throughout the entire process and will provide supervision of all personnel, time management of the entire project, and all communication with the Primary POC for Aurora Water SEAM along with the secondary point of contact with each business unit throughout the project.

### PHASE I - Already under contract

### PHASE 2 - Move Scope and Price

**Task 4: Preparation of detailed Move Scope and Price.** Identify scope of work necessary to complete phase 2. Provide unit pricing for equipment use / rentals, purchased materials, labor rates, subcontract values, insurance, bond, fees, and all other quantifiable costs of the work.

## RESPONSIBILITIES

### BUEHLER MOVE RESPONSIBILITIES

#### Pre-move planning:

- Review your new floorplan and suggest a labeling system using colors, numbers and letters.
- Provide and post appropriate origin and destination location maps, temporary room numbers and directional signage required to efficiently direct move team members to origin and destination offices/areas.
- Host a Move Meeting with the Move Coordinators.
- Provide a Packing, Move and Labeling Instructions document that can be distributed to each employee.
- Buehler will provide totes, carts for supply rooms, labels, Anti-static Bubblewrap, Monitor protection, Stretchwrap and keyboard bags for the computer components.
- Provide building management with a current COI for both origin and destination facilities.
- Disconnect all computer equipment and bag the keyboard, mouse, cords, phone, etc into the keyboard bags provided by Buehler.
- Move to SEAM monitors that are 24" or above.
- Move approximately 500 monitors, distribute, unbox and install new monitors onto already installed monitor arms. Including monitors for FlowControl and SCADA.
- Connect up to 150 new keyboard, mice and docking stations.

#### Physical Move

- Install proper building protection at origin and at destination. These items include Masonite/carpet mask in certain areas. Wall protection/corner guards in tight areas or in main push paths.
- Move Manager will be onsite during the move.
- Move all labeled items to their destination location. At the time of the office walkthroughs there were no furniture to be moved with the exception of a few chairs.
- Items to be relocate by department see below.
- Provide forklift at origin and destination to load and off load the pallets.
- Clean up and remove all move – related debris.

## Post Move Follow-up

- Follow up on any outstanding move issues.

## CLIENT'S RESPONSIBILITIES

### Pre-move planning:

- Provide Buehler with your new floorplan.
- Assign Move Coordinator to assist with the planning of the move.
- Distribute the Packing, Move and Labeling Instructions Sheet.
- Notify your current and new building management of the dates of the move and that Buehler will be your mover.
- Confirm all packing and labeling has been completed by your employees prior to Buehler arriving for the move. This will be overseen by the Move Manager to verify everything has been labeled and ready to be moved.
- Pack and label all items that need to be moved. Make sure that all labels are visible so the move team can see the labels. Don't put the labels on items that are **not** moving.
- Arrange for vendors and/or third-party companies to service and move any equipment leased equipment.
- Take home all personal items.
- Anything that has wheels and can be drove or pulled will be moved by Aurora Water.
- Warehouse to have the propane tanks moved by 3<sup>rd</sup> party.
- Warehouse staff to pack/load the items onto pallets provided by Aurora Water, we will assist with some packing of loose items into/onto carts.
- Warehouse staff to bring pallets down off racks and place back into racks at destination and final placement within the new facility.
- Buehler has included forklifts to load and unload the trucks at origin and destination.
- If move is postponing, changed or cancelled less than 48 hrs. prior to the services, you may be subjected to an attempt charge equal to 4 hrs. for the entire crew that is scheduled.

### Physical Move

- Have a representative present and onsite during the entire move. This will ensure that everything has been relocated from the current building to the new facility.
- The representative shall have the authority to act on behalf of the company in all matters regarding the move.
- Buehler Move Managers will also be onsite during the move.

### Post Move Follow-up

- Notify Buehler Companies of any issues and/or concerns that might have occurred during the move.
- IF any damages have occurred you must notify Buehler within 5 days after the move and must file the claim within 30 days.
- IF any damage done to the facility, you must notify Buehler within 24 hrs. of the move.

- **Wemlinger Water Treatment Facility/Water QC Lab**
  - Move is to occur in two phases:
    - Phase 1 – Priority items are being relocated during Phase 1- BOD, refrigerators, incubator and 4 filtration system units.
    - Phase 2 – Moving all remaining items including the office and workstations, contents and computers. There is currently a few file cabinets that are to be relocated as well. Disconnect/reconnection of the computers will be performed by Buehler, all laptops to be taken home by employee. The DR 6000 has its own crate that the Lab will place the item back into.
  - A Small amount of chemicals to be relocated.
  - Storage shelving in 108P and biohazardous cabinet are still being looked into to determine if these will be relocated or if new will be already located in the locations.
  - All disconnect/prep of the computers and equipment in the lab area are to be disconnected and reconnected by lab staff or vendors.
  - Filtration system will be disconnected/reconnected by someone other than Buehler.
  - Move locations have been divided up into Zones, each zone has its label and colors identified.
  - All remaining items in the labs will be left, Buehler will not be disposing or relocating those items.
  - Packing assistance can be provided prior to phase 2 move.
  - Susan and/or her staff will transport the LaChat QuickChem 8500 unit.
- **Central Facilities (CF)- 1 Division; Operations 5-8 Subdivisions**
  - **Building A:**
    - Relocation of the contents and computers from office and workstations within Building A offices area will be done in one day. Disconnect/reconnection of the computers will be performed by Buehler, all laptops to be taken home by employee.
    - All contents and computers within the shops will be relocated during their shop moves. Disconnect/reconnection of the computers will be performed by Buehler, all laptops to be taken home by employee.
  - **Meter Shop:**
    - Items to be relocated are toolboxes, storage cabinet, metal bench, at this time no shelving to be relocated.
  - **M&M, Water Warehouse & Storage, Sr. Specialist/storage, T&D:**
    - Pallets are to be provided by Aurora Water.
    - All pallets are to be prepped & palletized by Aurora Water.
    - Smaller tools and parts packed/prepped by Buehler.
    - Blue shelving to be disassembled/palletized, unpalletized/reassembled by Aurora Water staff.
    - All new shelving and racking in new facility to be installed prior to relocation.
    - New flammable cabinets are being provided at the new facility.
    - Chairs and tables from the warehouse will be relocated.
    - Buehler will be relocating the workbench, 2 large cages, tool chest, etc from the Valve Crew area.
  - **Tech Ops and SCADA:**
    - Disconnect/reconnection of the computers will be performed by Buehler, all laptops to be taken home by employee.
    - Relocation of some of their chairs for both Tech Ops and SCADA.
    - Relocation of both Tech Ops and SCADA storage area, Buehler will provide packing assistance for these areas. Unknown at this time if the storage cabinets and shelving will be relocated.
    - Relocation of the Calibration area for Tech Ops.
    - SCADA will relocate their servers and switches, Buehler will install new monitors at their workstation.
    - AirGas/Vendor to move any tanks that are filled with gases.
    - 75in TV SCADA was taking with them.
  - **Building B: Support Services, Operations, Maintenance:**
    - Relocation of the contents and computers from office and workstations within Building B offices area will be done in one day. Disconnect/reconnection of the computers will be performed by Buehler, all laptops to be taken home by employee.
    - All contents and computers within the shops will be relocated during their shop moves. Disconnect/reconnection of the computers will be performed by Buehler, all laptops to be taken home by employee.

- **Welding Shop/Trades/Tool room**
  - Aurora Welding lead will be assisting with loading/unloading some of the heavy equipment onto and off the flatbeds via the already installed hoist/crane at each building.
  - There are 5 shelving will be relocated, all others will remain.
  - No flammable cabinets to be relocated.
  - Items to be relocated are Tool benches, tool chest, lifts, sand blasters, cutting table, welding units, parts cleaners, lathe, drills, portable coolers, raw materials, parts, bolt bins, blue cabinets shelving/cabinets.
  - All units that can be driven or pulled behind a truck will be relocated by Aurora Water.
- **Building K and Connex**
  - Items that were originally in Building K/Cold Storage has been already relocated and is currently in Building B. Those items will be relocated when Building B warehouse items are relocated. The shelving that currently houses the contents from Cold Storage will be relocated.
  - Relocate of the contents of 40' shipping container outside of building K, will have already been palletized and moved to inside of Building B Bay area.
  - All units that can be driven or pulled behind a truck will be relocated by Aurora Water.
- **AMC - 4 Divisions (9 Sections): Billing, Public Relations, Environmental Services, Financial Administration, GIS, Permitting, Planning & Engineering, Project Delivery Services, Water Resources**
  - Relocation of the contents and computers from office and workstations will be done over 3 weekends. Disconnect/reconnection of the computers will be performed by Buehler, all laptops to be taken home by employee.
  - At this time no bookcases or storage cabinets will be relocated.
  - 1 Scanner/plotter will be relocated.
  - Storage room contents will be moved to destination and placed with in the storage rooms assigned by divisions.
- **Nome Pumping Facility: 2 Divisions: Pumping, Public Relations & Water Conservation (storage only)**
  - Relocation of the contents and computers from office and workstations. Disconnect/reconnection of the computers will be performed by Buehler, all laptops to be taken home by employee.
  - All items in the storage unit for Public Relations & Conservation will be relocated to their storage room at their destination. No shelving will be relocated.
  - No items will be relocated from the Pump storage garages next to the Public Relations & Water Conservation storage including the shelving.
  - Items within the warehouse next to the offices at Nome will be palletized and ready to be relocated by Buehler.
  - Buehler will provide some pallets for packing.
  - Workbenches and heavy equipment Buehler will relocate.
  - From the office a few map racks to be relocated.
  - Currently no bookcases or storage cabinets to be relocated.
- **Griswold Water Treatment Facility: 2 Divisions: Flow Control, Source of Supply**
  - Relocation of the contents and computers from office and workstations. Disconnect/reconnection of the computers will be performed by Buehler, all laptops to be taken home by employee.
  - Source of Supply shop area, storage, workbenches and misc items to be relocated.
  - Conex filled with misc. equipment and materials along with a couple of pallets of concrete in the yard to be relocated. All units that can be driven or pulled behind a truck will be relocated by Aurora Water.
  - Flow Control only has a few boxes to be relocated.

## SECTION II: ORGANIZATIONAL CHART & KEY PERSONNEL

1. Both Kirk Velarde and Tami Anderson will be the Primary Point of Contacts and Move Managers from the start to the finish of the project.



**Kirk Velarde - Commercial Sales/Project Manager/IT Project Manager- 40 years**

Kirk Velarde started his career in the moving industry in 1983 as a packer and mover. In the late 1980's he served as an over-the-road driver. Kirk became a crew leader/supervisor in 1991 with a specialty focus of office and industrial (O&I) moving. In 1995 he served as operations manager, including training staff and supervisors. By 1997, Kirk saw the need for a project oriented sales position and began selling and project managing O&I moves. He has innovated countless procedures and models that the moving industry uses today. Kirk's mission is to provide extraordinary service by using his traditional moving expertise and finding innovative solutions that meet customers' needs.



**Tami Anderson – Sr. Corporate Sales aka “The Mover Chic” – 36 years**

Tami Anderson has spent her entire career in the moving industry, starting from Accounting, Customer Service, Customer Service Manager, Project Supervisor and finally Sr. Corporate Sales. She has been in the industry for over 36 years and has sold and managed over 40 million square feet of projects. Some of her clients are Top 500 companies, laboratories, government agencies, hospital and hotels. Tami's clients like working with her since she brings the hands on approach to all of her relocations. She works directly

**SECTION III: PRICE PROPOSAL AND SCOPE GO TOGETHER**

**Phase 1 Pricing: Already Contracted**

**Phase 2 Pricing:**

AMC - 4 Divisions (9 Sections): Billing, Public Relations, Environmental Services, Financial Administration, GIS, Permitting, Planning & Engineering, Project Delivery Services, Water Resources

Disconnect and Reconnect Computers: \$ 8,220.00  
Relocation cost: \$ 26,097.66

Central Facilities (CF)- 1 Division; Operations 5-8 Subdivisions

- o Building A & Yard:
  - Contents and computers from office and workstations.
  - Relocate items out of the cold storage bay that has been pre-moved to building A, Sr. Specialist/Storage, Maintenance & Mechanics shop, Scada Shop, Meter Shop, Water Warehouse & Storage. Pallets provided by Aurora Water, prepped & palletized by Aurora Water, smaller tools and parts packed/prepped by Buehler. No shelving/racking to be moved, except for the blue shelving. All new shelving and racking in new facility to be installed prior to relocation.
- o Support Services, Operations, Maintenance:
  - Relocate Tool Room, Trades, Welding
- o Outside of Building K
  - Relocate contents of 40' shipping container outside of building K.

Disconnect and Reconnect Computers: \$ 3,600.00  
Relocation Cost for office: \$ 14,001.60  
Relocation of Building A Water Warehouse: \$ 116,706.00  
Building A Shop: \$ 38,902.00  
Building B Support Services Shops: \$ 78,402.80  
40' Container Contents and Cold Storage Contents: \$ 78,637.60

Nome Pumping Facility: 2 Divisions: Pumping, Public Relations & Water Conservation (storage only)

- Relocate Warehouse and Public Relation Storage

- Contents and computers from Office and workstations.

Disconnect and Reconnect Computers: \$ 360.00

Relocation Cost for Office: \$ 5,671.76

Relocation of Warehouse and Storage: \$ 18,672.80

Wemlinger Water Treatment Facility: 1 Division: Water QC Lab

- Contents and Computers from offices and workstations, along with a few file cabinets from the workstation area.

- 2 labs of equipment, supplies

- Assist with Packing and relocate labs over a phases including the chemicals

Disconnect and Reconnect Computers: \$ 540.00

Relocation Cost for office: \$ 4,539.40

Relocation of Lab and chemicals: \$ 37,402.80

Griswold Water Treatment Facility: 2 Divisions: Flow Control, Source of Supply

- Contents and Computers from the offices and workstations

- Source of Supply work/storage area items

- 2 Conex filled with misc. equipment and materials.

Disconnect and Reconnect Computers: \$ 600.00

Relocation Cost: \$ 4,522.40

Relocation of SOS Shop and Contents from Container: \$ 11,437.80

**Total Budget Estimate for Phase 2 dated April 17, 2023: \$ 448,314.62**

Note this is added Scope since budget estimate.

- Move, distribute, unbox, mount and remove debris for approximately 550 Monitors.

- Distribute IT connect paperwork to each workstation, office, and conference room.

Added Scope: \$ 19,430.00

**Total Lump Sum Price for Phase 2: \$ 467,744.62**

**10% Supplemental Service: \$ 46,774.46\***

**Grand Total: \$ 514,519.08**

The pricing above is based on the scope and schedule of events, schedule is outlined below.

\*The 10% Supplemental Services will only be invoiced if we receive written approval by Aurora Water Project Manager prior to the services occurring.

# Aurora SEAM

- Green - Buehler (crew & Truck)
- Orange - Buehler (crew only)
- Light Blue - Aurora Water
- RED - Buehler IT Techs not available

Task Name	Duration	Start	Finish	Assigned To	Aug 13							Aug 20							Aug 27							Sep 3							Sep 10							Sep 17							Sep 24							Oct 1							Oct 8						
					S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
<b>Aurora SEAM</b>	23d	08/14/23	09/13/23		[Task Bar]																																																														
BUEHLER IT TECH Not Available	9d	08/23/23	09/04/23	BUEHLER IT TECH Not Available	[Red Bar]																																																														
<b>New IT Equipment</b>	5d	08/14/23	08/18/23		[Task Bar]																																																														
Move & Deploy	1d	08/14/23	08/14/23	Buehler	[Green Bar]																																																														
Unbox	4d	08/15/23	08/18/23	Buehler	[Orange Bar]																																																														
Mount	4d	08/15/23	08/18/23	Buehler	[Orange Bar]																																																														
Debris Removal/disposal	2d	08/17/23	08/18/23	Buehler	[Green Bar]																																																														
<b>Wemlinger Lab</b>	23d	08/14/23	09/13/23		[Task Bar]																																																														
Tote Delivery	1d	08/14/23	08/14/23	Buehler	[Green Bar]																																																														
Pre-Packing	11d	08/14/23	08/28/23	Aurora	[Light Blue Bar]																																																														
<b>Move Day 1</b>	1d	08/29/23	08/29/23	Buehler	[Grey Bar]																																																														
Move	1d	08/29/23	08/29/23	Buehler	[Green Bar]																																																														
<b>Move Day 2</b>	8d	08/28/23	09/06/23	Buehler	[Grey Bar]																																																														
Move Prep Crew	1d	08/28/23	08/28/23	Buehler	[Orange Bar]																																																														
Disconnect/move Monitors/Dock	1d	09/06/23	09/06/23	Buehler	[Orange Bar]																																																														
Move Remaining Lab Items & personnel	1d	09/06/23	09/06/23	Buehler	[Green Bar]																																																														
Reconnect Monitors/Dock	1d	09/06/23	09/06/23	Buehler	[Orange Bar]																																																														
Unpack	6d	09/06/23	09/13/23	Aurora	[Light Blue Bar]																																																														
Tote Pick Up	0.25d	09/13/23	09/13/23	Buehler	[Green Bar]																																																														
<b>Central Facilities</b>	33.25d	08/24/23	10/10/23		[Task Bar]																																																														
<b>Building A</b>	33.25d	08/24/23	10/10/23		[Task Bar]																																																														
<b>Office</b>	33.25d	08/24/23	10/10/23		[Task Bar]																																																														
Tote Delivery	0.5d	08/24/23	08/24/23	Buehler	[Green Bar]																																																														
<b>Tech Ops / SCADA</b>	16d	08/24/23	09/14/23		[Task Bar]																																																														
Packing	8d	08/24/23	09/04/23	Aurora	[Light Blue Bar]																																																														
IT Disconnect	0.25d	09/05/23	09/05/23	Buehler	[Orange Bar]																																																														
Tech Ops office & Storage/SCADA Storage	1d	09/05/23	09/05/23	Buehler	[Green Bar]																																																														
IT Reconnect	0.25d	09/05/23	09/05/23	Buehler	[Orange Bar]																																																														
TechOps/SCADA personnel Tote Pick Up from SEAM	1d	09/14/23	09/14/23	Buehler	[Green Bar]																																																														
<b>Office Personnel 1st &amp; 2nd fl</b>	8.25d	09/28/23	10/10/23	Buehler	[Grey Bar]																																																														
IT Disconnect	1d	09/28/23	09/28/23	Buehler	[Orange Bar]																																																														
Move Packed contents & It equipment	1d	09/29/23	09/29/23	Buehler	[Green Bar]																																																														
IT Reconnect	1d	09/29/23	09/29/23	Buehler	[Orange Bar]																																																														
Building A personnel Tote Pick Up from SEAM	0.25d	10/10/23	10/10/23	Buehler	[Green Bar]																																																														
<b>Shops &amp; Warehouse</b>	20d	09/07/23	10/04/23		[Task Bar]																																																														







# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** Consideration to EXTEND A COMPETITIVELY BID CONTRACT to EJ USA, Inc., Denver, CO in the Not-to-Exceed Amount of \$70,000.00 for Manhole Products as Required by Aurora Water through July 31, 2024 (B-4611)

**Item Initiator:** Jeff Lehmann, Senior Procurement Agent

**Staff Source/Legal Source:** Brian Carfield, Manager of Water Service, Aurora Water / Hanosky Hernandez Perez, 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:** 7/31/2023

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

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

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

Brian Carfield, Manager of Water Service, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

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

On August 9, 2021, City Council approved year one of the award to EJ USA in the not-to-exceed amount of \$42,000.00 on the Purchasing Actions Weekly Report.

NOTE: Approval of the 2022-2023 award did not go before City Council as the expenditures were estimated to be less than \$25,000.00 based on 2021-2022 spend data.

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

Aurora Water has an ongoing requirement for cast iron and composite manhole products utilized for maintenance and street overlay grade adjustments. Twenty-three (23) different products consisting of various sizes of manhole covers, cast iron riser rings, manhole frames, and curb inlets are purchased on an as needed basis.

The increase in funding over the previous years estimates are based on 2022-2023 spending projects, this years residential overlay program, maintenance that was not completed last year due to weather conditions, and additional stock for the new Southeast Area Maintenance Facility (SEAM).

EJ USA has proposed extension pricing with an average increase of 34% for all products in comparison to original pricing that was effective August 1, 2021. EJ USA advised that the increase is due to four price increases they incurred from mid 2021 until 2022 that are primarily due to scrap metal pricing. Although the Consumer Price Index (CPI) has only increased 12.34% (8.28% year-to-year ending August 2022, and 4.06% year-to-year ending May 2023, the most current data available) since the initial pricing, given EJ USA’s increased material costs, pricing is considered to be fair and reasonable. In addition, staff has confirmed that EJ USA’s renewal pricing is the same they would charge any other water district and/or municipality for the same products and quantities.

City Council approval is required for awards of \$50,000.00 or more when less than three bids were received.

Based on the above, it is staff’s recommendation to extend a competitively bid contract to EJ USA, Inc., Denver, CO in the not-to-exceed amount of \$70,000.00 for manhole products as required by Aurora Water through July 31, 2024. This award will represent the second and final option year of a possible three-year contract and will be resolicited in 2024.

**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

Funding for this contract in the not to exceed amount of \$70,000.00 will be from the Water and Wastewater Fund operating budgets.

52024 Field Service Water	60375 Supplies Warehouse	\$ 5,000.00
52025 Oper and Maint Construction - WA	60375 Supplies Warehouse	\$ 5,000.00
52030 Sanitary Collection	60375 Supplies Warehouse	\$27,500.00
52031 Stormwater	60375 Supplies Warehouse	\$15,000.00
52065 Pumping Station Sewer	60375 Supplies Warehouse	\$ 1,725.00
52080 Aur Water Warehouse - Water	60375 Supplies Warehouse	\$10,775.00
52095 O&M Maint & Mechanical WA	60375 Supplies Warehouse	\$ 5,000.00

Total:		\$70,000.00
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**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Does City Council approve of the extension of a competitively bid contract to EJ USA, Inc., Denver, CO in the not-to-exceed amount of \$70,000.00 for manhole products as required by Aurora Water through July 31, 2024?

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**LEGAL COMMENTS**

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when a vendor offers to extend an existing contract under the same conditions and at the same or lower price (adjusted for inflation), and such extension is in the best interests of the City (Section 2-674(2) & Section 2-672(a)(4) A.C.C.). Purchase orders and contracts worth \$50,000 or more not awarded pursuant to formal competitive bidding require City Council approval (Section 2-672(a)(3)(b) A.C.C.). (Hernandez)

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

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID NUMBER
<p><b>EJ USA, INC.</b> <b>DENVER, CO</b> Dept: Water</p>	<p>Award a competitively bid contract for the purchase of manhole products (cast iron covers, rings, frames and grates) as required by Aurora Water through July 31, 2022. This award represents year one of a possible three-year contract.</p> <p>Although only one bid was received, the bid was openly solicited with the expectation of competition. Therefore, the pricing is considered to be fair and reasonable.</p> <p>Note: The not-to-exceed amount and bid amount difference is due to the fact the quantities listed on the bid are estimates only. Quantities ordered throughout the award period may increase or decrease based on Water’s actual requirements.</p> <p><i>Purchases between \$25,000.00 - \$49,999.99 where formal competitive bidding procedures were used are required to be forwarded on the “Purchasing Services Weekly Report of Actions “to Council prior to award pursuant to 2-672 (a) (2)</i></p>	<p>NOT-TO-EXCEED \$42,000.00</p>	<p>B-4611 EJ USA, Inc. \$26,835.90</p>
<p><b>INTRADO INTERACTIVE SERVICES</b> <b>LITTLETON, CO</b> Dept: IT</p>	<p>Award a sole source contract for the annual license subscription, support and maintenance for the City’s internet sites (AuroraGov.org and AuroraWorth Discovering.org) and the AMC kiosks.</p> <p>Intrado Interactive Services was awarded a contract in May 2015 to redesign and manage content for the AuroraGov.org website as a result of an openly solicited Request for Proposals (R-1693). Intrado Interactive is the only authorized source for licenses, maintenance and support for their software.</p> <p>The firm has submitted a proposal in the total amount of \$33,579.00. This is the same price as charged in the previous contract year; therefore, staff considers the pricing to be fair and reasonable.</p> <p><i>Purchases where one firm, and only one firm is known to be capable of providing items and/or services are authorized to be awarded through noncompetitive negotiations. 2-674-10</i></p>	<p>\$33,579.00</p>	<p>N/A</p>



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** Consideration to AWARD A COMPETITIVELY BID CONTRACT to Steve’s Septic Services, Aurora, Colorado in the Amount of \$51,100.00 to Provide Vault Restroom Pumping Services, Bid No. B-4693

**Item Initiator:** Heidi Ellis, Procurement Agent, Purchasing Services

**Staff Source/Legal Source:** John Wesolowski, Manager of Parks, Recreation, and Open Spaces / Hanosky Hernandez, 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:** 7/31/2023

John Wesolowski, Manager of Parks, Recreation and Open Spaces / Hanosky Hernandez, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

### 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 Parks, Recreation and Open Space Department (PROS) has a requirement for Vault Restroom Pumping Services as required for approximately thirty (30) restrooms with vault chambers in twenty-two (22) separate locations.

The contractor will be responsible for all pumping requirements, truck time, man-hours, disposal fees, fuel costs to completely pump, clean, wash down, and dispose of the waste properly, including initial vault volume and any anticipated additional water required to completely clean the access point of the vault. The contractor will also be responsible for cleaning the restrooms with vault chambers, ensuring that they are clean and empty of all solids.

The vault restroom pumping services were solicited under a formal competitive Invitations for Bid (IFB) B-4693.

Interested companies were required to submit written technical qualifications to the city that were evaluated based on the following criteria:

1. Company process of performing, equipment, and ability to provide services;
2. Past record of performance and experience;
3. Key personnel; and
4. Overall approach.

Two firms, **Steve’s Septic Services** and **United Site Services**, submitted technical qualifications and both were pre-qualified. The bids from both firms were opened and the results are as follows:

- **Steve’s Septic Services** \$ 51,100.00 yearly pricing
- **United Site Services** \$146,000.00 yearly pricing

City Council approval is required for awards of \$50,000.00 or more when less than three bids are received.

Based on the above, staff recommends the award of a competitively bid contract to **Steve’s Septic Services**, Aurora, Colorado in the amount of \$51,100.00 for vault restroom pumping services as required.

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### FISCAL IMPACT

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

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

### REVENUE IMPACT

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

N/A

### BUDGETED EXPENDITURE IMPACT

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

Funding will be charged to the following **Org:** 61097 Parks O & M Supplies **Acct:** 62200 Services, Professions

### NON-BUDGETED EXPENDITURE IMPACT

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

N/A

### WORKLOAD IMPACT

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

N/A

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### QUESTIONS FOR COUNCIL

Consideration to AWARD A COMPETITIVELY BID CONTRACT to **Steve’s Septic Services**, Aurora, Colorado in the amount of \$51,100.00 to provide vault restroom pumping services, Bid No. B-4693.

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### LEGAL COMMENTS

Contracts for the purchase of supplies, services, and construction shall be awarded to the lowest responsive bidder or most advantageous proposal as specified in the Aurora City Code. (See, Sec 2-671 et. seq. A.C.C.) (Hernandez)



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** Consideration to AWARD CHANGE ORDER NO. 8 to a Guaranteed Maximum Price Contract to Saunders Construction, Inc., Centennial, Colorado in the Amount of \$151,307.29 for the Southeast Recreation Center (SERC) Project, Project No. 5727A

**Item Initiator:** Kelli Arnold, Project Manager Supervisor, Public Works

**Staff Source/Legal Source:** Kelli Arnold, Project Manager Supervisor, Public Works / Hanosky Hernandez, Sr. Assistant City Attorney

**Outside Speaker:** N/A

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

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/31/2023

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

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

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

Kelli Arnold, Project Manager Supervisor, Public Works / Hanosky Hernandez, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

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

The site for the new center is commonly called Section 17 or Reservoir Community Park and is an approximately 600 acre property conveyed to Aurora in 1984 by the federal government. The site is designated for parks and recreation uses in perpetuity as protected in the deed and by city charter.

The existing Aurora Reservoir Master Plan covers the entire reservoir property, Section 17, The Binney Purification Plant, the Southeast Maintenance Facility and Pronghorn Preserve. Proposed uses for the Section 17 community park site are listed in the current master plan and include a recreation center.

The southeast Aurora community and Aurora staff have been working on a plan for the new Southeast Recreation Center over the last two years. Throughout the process, thousands of neighbors have joined us to shape the facilities and programs that will be offered at the new center. Over 2200 people gave their input on the new center through 5 public meetings, surveys on social media and live Facebook events.

Council Member Bergan discussed the success of the public meetings during City Council meetings on July 1st, 2019; August 19th, 2019; and October 21st, 2019.

The project is comprised of three(3) phases: Design (Phase #1), Pre-Construction (Phase #2), and Construction (Phase #3).

On April 15, 2019; City Council approved Phase #1 – Design: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Populous Group LLC, Kansas City, Missouri in the amount of \$2,198,915.00 for Architect and Engineering Services associated with the Southeast Recreation Center Project, R-1953.

September 16, 2019; City Council approved Phase #2 – Pre-Construction: Consideration to AWARD AN OPENLY SOLICITED CONTRACT for Construction Manager/General Manager (CM/GC) services for the Southeast Recreation Center to Saunders Construction, Inc., Centennial, Colorado in the amount of \$73,430.00, R5727A.

January 11, 2021; City Council approved Phase #3 – Construction: Consideration to AWARD A GUARANTEED MAXIMUM PRICE CONTRACT to Saunders Construction, Inc., Centennial, Colorado in the amount of \$34,200,074.00 for Construction Services for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

December 20, 2021; City Council approved Change Order No. 1: Consideration to AWARD CHANGE ORDER NO. 1 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$185,710.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

December 20, 2021; City Council approved Change Order No. 2: Consideration to AWARD CHANGE ORDER NO. 2 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$439,349.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

February 28, 2022; City Council approved Change Order No. 3: Consideration to AWARD CHANGE ORDER NO. 3 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$222,132.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

March 28, 2022; City Council approved Change Order No. 4: Consideration to AWARD CHANGE ORDER NO. 4 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$210,750.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

May 23, 2022; City Council approved Change Order No. 5: Consideration to AWARD CHANGE ORDER NO. 5 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$105,086.85 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

September 26, 2022; City Council approved Change Order No. 6: Consideration to AWARD CHANGE ORDER NO. 6 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$147,964.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

June 21, 2023; Approved deductive Change Order No. 7: Consideration to AWARD deductive CHANGE ORDER NO. 7 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of (\$14,108.71) for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

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

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

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

The base scope includes the following:

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

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

Project completion was achieved in the 1<sup>st</sup> Quarter of 2023.

Change Order No. 8 for the Southeast Recreation Center (SERC) Project consists of one (1) item as described below. The total contract amount to Saunders Construction, Inc., including this proposed Change Order No. 8, is as follows:

<b>Change Order (CO) No. 8</b>		
<b>Item No.</b>	<b>Amount</b>	<b>Summary</b>
SCA-072B	\$151,307.29	<p><b>Bulletin 5 and 17 – Seeding and Temporary Irrigation</b>                      This change order represents the cost associated with following scopes of work shown in Bulletin 5, Bulletin 17 and at the soil stockpile area:</p> <ul style="list-style-type: none"> <li>- soil preparation and amendment</li> <li>- seeding and placement of straw blankets</li> <li>- installation of a temporary above-ground irrigation system</li> <li>- maintenance and weed mitigation in seeded areas</li> <li>- 2023 water costs for irrigation are excluded</li> <li>- T&amp;M costs to water the seeded areas on three separate occasions (09/23/22, 09/30/22 and 10/14/22)</li> </ul> <p>This scope of work has been bifurcated from the substantial completion issued on 10/31/2022 for the completion of the building, parking lots, roadways and landscaping around the building. The completion of this work does not require a time extension as it is being tracked on the open warranty item list for the project.</p>

Total CO No. 8                      \$ 151,307.29

<b>Original Contract</b>	\$34,200,074.00
Change Order 01	\$ 185,710.00
Change Order 02	\$ 439,349.00
Change Order 03	\$ 222,132.00
Change Order 04	\$ 210,750.00
Change Order 05	\$ 105,086.85
Change Order 06	\$ 147,964.00
Change Order 07	\$ (14,108.71)
Change Order 08	\$ 151,307.29
<b>Contract Total</b>	<b>\$35,648,264.43</b>

Public Works is requesting approval to change the construction contract awarded to Saunders Construction, Inc. to add additional construction scope in the amount of \$151,307.29 for the Southeast Recreation Center (SERC) Project. If the proposed change order amount is approved the total contract amount will increase to \$35,648,264.43. Funds are available within the existing project budget to cover this change order.

This item is being presented to City Council as the cumulative amount of the change order will exceed \$100,000.00.

Pricing has been reviewed by department staff, the Architect, and its subconsultants and has been determined to be fair and reasonable compared to current market conditions for the changed scope of work. The Project Management Team (PMT) is also evaluating the overall cost of the change by verifying the totals are correct for each change and that the project mark-ups and fee have been applied correctly.

Based on the information provided above, staff recommends that the City change the guaranteed maximum price contract with Saunders Construction, Inc., Centennial, Colorado in the amount of \$151,307.29 for additional construction scope associated with the Southeast Recreation Center (SERC) Project, Project Number 5727A.

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## FISCAL IMPACT

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

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

### REVENUE IMPACT

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

### BUDGETED EXPENDITURE IMPACT

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

This procurement will be funded from the following ORG and ACCT:  
62901 / 68410: \$151,307.29

### NON-BUDGETED EXPENDITURE IMPACT

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

### WORKLOAD IMPACT

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

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## QUESTIONS FOR COUNCIL

Does City Council approve to AWARD CHANGE ORDER NO. 8 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$151,307.29 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

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## LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when a vendor offers to extend an existing contract under the same conditions and at the same or lower

price (adjusted for inflation), and such extension is in the best interests of the City (Section 2-674(2) & Section 2-672(a)(4) A.C.C.). Purchase orders and contracts worth \$50,000 or more not awarded pursuant to formal competitive bidding require City Council approval (Section 2-672(a)(3)(b) A.C.C.). (Hernandez)

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# CITY OF AURORA CHANGE ORDER

DATE: 06/05/2023

It is agreed by the City of Aurora and the Contractor/Vendor that this Change Order constitutes full compensation (in dollars and time) for all work added to or deleted from the contract and for all costs including delay, acceleration and other impact generated by this change order.

<b><u>VENDOR/CONTRACTOR NAME AND ADDRESS:</u></b> <b>Saunders Construction Inc</b> <b>86 Inverness Place North</b> <b>Englewood, CO 80112</b>	<b><u>THIS CHANGE ORDER CHANGES THE FOLLOWING:</u></b> <input type="checkbox"/> VENDOR INFO <input checked="" type="checkbox"/> DOLLAR AMOUNT <input type="checkbox"/> CONTRACT TIME <input type="checkbox"/> OTHER <input type="checkbox"/> ACCOUNT NUMBERS(S)  <b>Involves Federal Funds?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
--	--

<u>PURCHASE ORDER NO.:</u> <b>21P0293K</b>	<u>REQ NO.:</u> <b>PUA21010</b> <u>CHANGE ORDER NO.:</u> <b>8</b>
---	---

THIS CHANGE ORDER RELATES TO A CONSTRUCTION PROJECT OVER \$25,000.00  YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u>IF YES, PROJECT NO. &amp; NAME:</u> <b>Project #5727A</b> <b>Southeast Recreation Center (SERC) Construction Work Package #1</b>
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**DESCRIPTION OF CHANGE:**

Change Order No. 08 for the Southeast Recreation Center (SERC) Project consists of one (1) item as described below:

Change Order (CO) No. 08		
Item No.	Amount	Summary
SCA 072B	\$151,307.29	<p><b><u>Bulletin 5 and 17 – Seeding and Temporary Irrigation</u></b></p> <p>This change order represents the cost associated with following scopes of work shown in Bulletin 5, Bulletin 17 and at the soil stockpile area:</p> <ul style="list-style-type: none"> <li>- soil preparation and amendment</li> <li>- seeding and placement of straw blankets</li> <li>- installation of a temporary above-ground irrigation system</li> <li>- water costs are excluded</li> <li>- maintenance and weed mitigation in seeded areas</li> <li>- T&amp;M costs to water the seeded areas on three separate occasions (09/23/22, 09/30/22 and 10/14/22)</li> </ul> <p>This scope of work has been bifurcated from the substantial completion issued on 10/31/2022 for the completion of the building, parking lots, roadways and landscaping around the building. The completion of this work does not require a time extension as it is being tracked on the open warranty item list for the project.</p>

Total CO No. 8                      \$151,307.29

PROS personnel along with FPD staff have reviewed the proposal pricing and determined that the costs are fair and reasonable based on current market prices for the materials included in this change order.

Funds are available within the existing project budget to cover this change order.

<b>THE COMPLETION TIME IS CHANGED FROM</b> <u>          N/A          </u> <b>TO</b> <u>          N/A          </u>		
--	--	--

<b>ACCOUNTING DATA:</b>		<b>APPROVALS REQUIRED ON CONSTRUCTION OVER \$10,000.00:</b>	
ORIGINAL AMOUNT: \$34,200,074.00		DATE: 06/05/2023	
CHG. ORD NO. <u>1</u> THRU <u>8</u>	\$ 1,448,190.43	CONTRACTOR:	<i>Adam S. Taylor</i>
NEW AMOUNT:	\$35,648,264.43	INSPECTOR/OBSERVER:	
THIS CHANGE ORDER INCREASES:	\$ 151,307.29	ARCHITECT/ENG.:	<i>[Signature]</i> 6/14/23
<b>ACCOUNT NUMBERS:</b>		<b>APPROVALS REQUIRED ON ALL CHANGE ORDERS:</b>	
		PROJECT MGR:	<i>Kelli Arnold</i> 06.15.2023 <i>ADC</i> 21 JUN 2023
62901 / 68410	\$ 151,307.29	FUNDING DEPARTMENT:	<i>Katrina Rodriguez</i> 6/23/2023 <i>[Signature]</i> 6/22/2023 <i>Cindy Colip</i> 6/23/2023
	\$	FUNDING DEPARTMENT DCM:	<i>[Signature]</i> 6/26/23
	\$	ASSISTANT CITY ATTORNEY:	
	\$	PURCH./CONTR. STAFF:	
	\$	DIRECTOR OF INTERNAL SERVICES:	
	\$	<b>CHANGE ORDER APPROVED BY COUNCIL ON:</b>	
	\$	_____, AGENDA ITEM _____.	
	\$	SUBMITTED WEEKLY REPORT ON _____	
	\$		
	\$		

DISTRIBUTION: ALL CHANGE ORDERS: PURCHASING AND CONTRACTS, VENDOR, FUNDING DEPARTMENT.  
FOR CONSTRUCTION PROJECTS OVER \$10,000.00: CONTRACTOR, INSPECTOR, A/E, PROJECT MANAGER, MATERIALS LAB, SURVEY.



CHANGE ORDER

NO. OCO-008

86 Inverness Place North
Englewood CO 80112 USA

Printed On: 04/28/2023
Page 1 of 1

TITLE: Owner Change Order 008
PROJECT: Southeast Rec Center (SERC) Project No R-5727A
TO: City of Aurora
15151 E Alameda Pkwy Suite 1100
Aurora CO 80012-1553
USA
Phone: 303-739-7100 Fax: 303-739-7397

ISSUE DATE: 04/26/2023
JOB: 19015011

Table with 3 columns: Item#, Description, Bill Amount. Row 1: SCA-072B, Bulletin 5 & 17 - Landscaping & Irrigation, 151,307.29

Total: \$151,307.29

Summary table with 2 columns: Description, Amount. Rows include: The Original Contract Sum was \$34,200,074.00; Net Change by Previously Authorized Requests and Changes \$1,296,883.14; The Contract Sum Prior to This Change Order was \$35,496,957.14; The Contract Sum will be Changed by \$151,307.29; The New Contract Sum Including This Change Order \$35,648,264.43; The Contract Time Will Not Be Changed; The Date of Substantial Completion as of This Change Order therefore is 10/01/2022

ACCEPTED: This change order is hereby added to the Contract Sum as a Stipulated Sum Amount

Contractor Saunders Construction LLC Architect Populous, Inc. Owner City of Aurora
By: Graham Taylor By: Ryan Sellingshausen By: Kelli Arnold
Date: May 30, 2023 | 8:20 AM MDT Date: May 30, 2023 | 9:16 AM MDT Date: May 30, 2023 | 9:57 AM MDT



**Southeast Aurora Recreation Center - OCO #8 Narrative**

Please find below a Summary for each change item associated with OCO #8:

- **SCA-072B Bulletin 5 & 17 Landscaping and Irrigation:**
  - Refer to SCA 72 & SCA 72A for earthwork costs associated with Bulletin 17 and Bulletin 5, respectively. Seeding and Irrigation costs were excluded from those change orders while team explored options for temporary irrigation measures. Cost presented here includes the following: 1) Seeding, soil amendment, and blanket for Bulletin 5, Bulletin 17, and Soil Stockpile Area 2) Temporary irrigation system for areas listed above, including setup, removal, and winterization. (Water costs excluded) 3) Seeding maintenance and weed mitigation for Bulletin 5, Bulletin 17, & Soil Stockpile Areas. 4) Temporary Water Truck Costs from 9/23, 9/30, 10/14, & 10/17

BUILDING CONFIDENCE

86 Inverness Place North, Englewood, CO 80112 | 303.699.9000 | saundersinc.com



86 Inverness Place North  
Englewood, CO 80112

February 10, 2023

Kelli Arnold  
City of Aurora  
15151 E Alameda Pkwy Suite 1100  
Aurora, CO 80012-1553

RE: Southeast Rec Center (SERC) Project No R-5727A  
SCA-072B     Bulletin 5 & 17 - Landscaping & Irrigation

Dear Kelli Arnold,

Attached is an itemized breakdown of Saunders Construction LLC price to provide the work in accordance with the above referenced Change Item.

The Contract Time will be changed by 30 days as a result of this Change Item.

If you wish to proceed with this work as outlined above, please sign and return one copy of the detail page no later than one week from the date of this letter. Should the work not be approved by this date, it could result in delays to the schedule and an increase to the proposed price.



86 Inverness Place North  
Englewood, CO 80112

CHANGE AUTHORIZATION DETAIL

Job	Phase	Cat	Vendor	Invoice	Amount	Description
Master Job	19015011		Southeast Rec Center (SERC) Project No R-5727A			

Change Order SCA-072B Bulletin 5 & 17 - Landscaping & Irrigation Source Schedule Impact 30  
 Reference Date 08/25/2022 Owner Number

Scope Description

Refer to SCA 72 & SCA 72A for earthwork costs associated with Bulletin 17 and Bulletin 5, respectively. Seeding and Irrigation costs were excluded from those change orders while team explored options for temporary irrigation measures.

Cost presented here includes the following:

- Seeding, soil amendment, and blanket for Bulletin 5, Bulletin 17, and Soil Stockpile Area
- Temporary irrigation system for areas listed above, including setup, removal, and winterization. (Water costs excluded)
- Seeding maintenance and weed mitigation for Bulletin 5, Bulletin 17, & Soil Stockpile Areas.
- Temporary Water Truck Costs from 9/23, 9/30, 10/14, & 10/17

Please note that Saunders is requesting a schedule extension of 30 days from approval (weather permitting) in order to complete the installation of the temporary irrigation. Note that Saunders is not requesting additional time for removal of the temporary irrigation, as LandTech has agreed to remove at no cost.

Please also note LandTech's maintenance proposal is a lump sum value which will be billed upfront in full upon acceptance of the change request. If upfront billing is not acceptable, Saunders would request that this scope of work be completed via a separate work package or another agreed upon method to allow final billing of the base contract scope.

19015011	32900	SUB	Landtech Contractors, Inc.		32,872.00	COR7 - Bulletin 17 Seeding, Amendment, Blanket
19015011	32900	SUB	Landtech Contractors, Inc.		16,023.00	COR7 - Bulletin 5 Seeding, Amendment, Blanket
19015011	32900	SUB	Landtech Contractors, Inc.		14,215.00	COR9 - Soil Stockpile Seeding, Amendment, Blanket
19015011	32900	SUB	Landtech Contractors, Inc.		69,856.00	COR8 - Temporary Irrigation and Maintenance of Bulletin 5, Bulletin 17, and Soil Stockpile.
19015011	32900	SUB	Landtech Contractors, Inc.		9,979.00	COR16 - Temporary Watering via Water Truck on 9/23, 9/30, 10/14, & 10/17.
19015011	98003	OVD			300.18	Builders Risk @ .21%
19015011	98005	OVD			1,357.98	Commercial Insurance @ .95%
19015011	98006	OVD			1,858.29	Subcontractor Default Insurance @ 1.30%
19015011	98300	OVD			843.38	Payment and Performance Bond @ .59%
19015011	99000	FEE			4,002.46	Fee @ 2.8%
Stipulated Sum					<u>151,307.29</u>	

The City has reviewed the proposal pricing to furnish and install upland native seeding and a temporary irrigation system, which was added to the project by Bulletin 5 and Bulletin 17 and determined that the proposal pricing totaling \$142,945.00 is acceptable.

With regards to the time and material cost for watering seeded areas, the City is disappointed by LandTech's performance and effort to water the newly planted areas and keep them moist until the seed had been established. The City feels that the project received no benefit from the minimal effort to water the planted areas to germinate the seed to achieve the required density levels per the contract documents and the erosion control permit for grass establishment. Notwithstanding LandTech's minimal efforts and in the spirit of partnering, the City is accepting the time and material cost in the amount of \$9,979.00.

Please route for signature in DocuSign and issue a change order document to formally add this scope of work and cost to the contract and amend the contract value.  
Kelli Arnold 03.08.2023

Approved:

Saunders Construction LLC

Kevin Ruth  
Project Manager

March 9, 2023 | 3:58 PM MST

City of Aurora  
Kelli Arnold

Name March 21, 2023 | 2:48 PM MDT

Populous  
Ryan Sellinghausen

Name March 16, 2023 | 11:23 AM MDT

Change Order #	7	Landtech Contractors
Description of work to be performed:		Date: 05.26.2022
<b>Bid Bulletin #17</b>		
Detailed Cost Breakdown	19015011	SE Aurora Rec Center
<b>Description</b>		
<b>Material</b>	<b>QTY</b>	<b>UOM</b>
Blanket and Wedge Stakes	25873	SF
Seed, Hydromulch and Soil Amendment	170902	SF
OH and Profit		
<b>Subtotal Material</b>		
<b>Equipment</b>	<b>HOURS</b>	<b>RATE</b>
Vermeer RTX 450 - Trencher	25.9	\$36.15
Case SR 240 - Skidsteer	106.3	\$35.20
OH and Profit		
<b>Subtotal Equipment</b>		
<b>Labor</b>	<b>HOURS</b>	<b>\$/HR</b>
Labor	206.4	\$ 32.98
OH and Profit		
<b>Subtotal Labor</b>		
<b>Subcontractors</b>		
N/A		
<b>Subtotal Subcontractors</b>		
<b>Misc.</b>		
Sales Tax on Material & Equip (Non-Tax Exempt Items)		
<b>SUBTOTAL</b>		
<b>OH and Profit</b>		
See above		
<b>TOTAL COST</b>		

**\$ 32,872**



**CALL 811 2-BUSINESS DAYS IN ADVANCE**  
BEFORE YOU DIG, GRADE OR EXCAVATE FOR  
MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY  
LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN  
PLOTTED FROM (PROVIDED) ASCE (38) UTILITY QUALITY LEVEL D  
(U<sub>2</sub>) AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTOR'S  
RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL  
AND VERTICAL LOCATION OF ALL UTILITIES (DEPICTED OR NOT  
DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

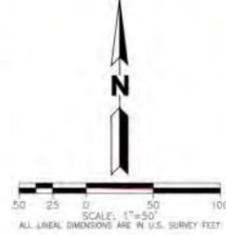
**BENCHMARK**

ELEVATIONS ARE BASED ON THE CITY OF AURORA VERTICAL CONTROL BM  
#558518NE001 A 3" BRASS CAP AT THE SOUTHEAST CORNER OF A CURB  
OPENING INLET STRUCTURE BEING ON THE WEST SIDE OF HARVEST ROAD AND  
BEING APPROXIMATELY A QUARTER OF A MILE SOUTH OF THE INTERSECTION OF  
HARVEST ROAD AND BELLEVUE AVENUE.

ELEVATION =5894.24' (NAVD1988) DATUM

**BASIS OF BEARING**

BEARINGS ARE BASED ON THE WESTERLY LINE OF SECTION 17, TOWNSHIP 5  
SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR  
S00°20'41"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN  
RANGE BOX PLS #38046 LOCATED AT THE NORTHWEST CORNER OF SECTION 17  
AND A FOUND 3" BRASS CAP PLS #18419 LOCATED AT THE SOUTHWEST  
CORNER OF SECTION 17.



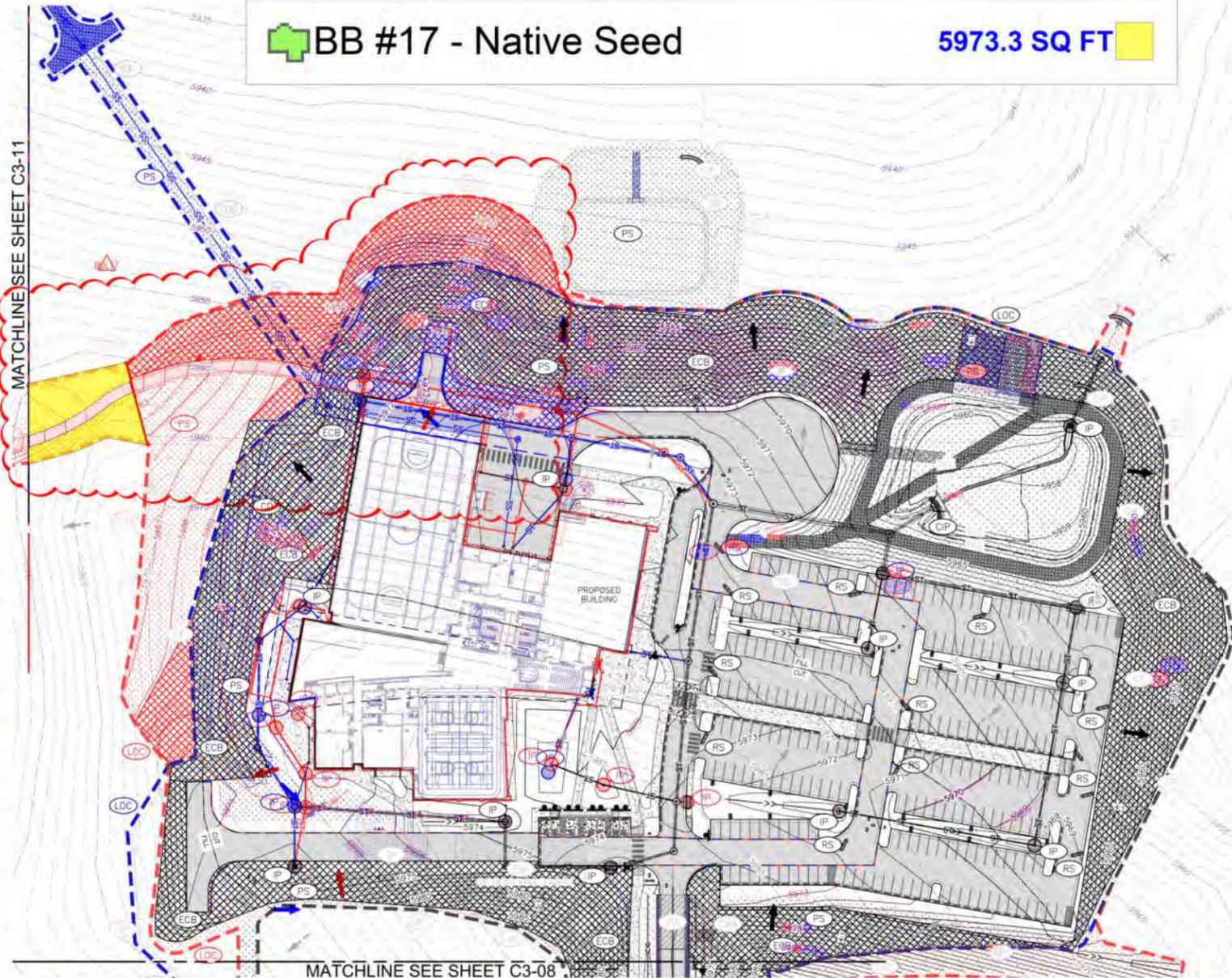
**NOTES:**

1. DURING INSTALLATION OF UTILITIES, ADDITIONAL BMP'S  
SUCH AS SF, SCL OR EARTH BERM WILL BE INSTALLED  
AS REQUIRED TO PREVENT SEDIMENT ESCAPE FROM THE  
WORK AREA. CONTRACTOR WILL PLACE ALL MATERIAL  
EXCAVATED FROM TRENCH ON HIGH SIDE.



**KEY MAP**  
SCALE 1"=500'

**BB #17 - Native Seed** 5973.3 SQ FT



**LEGEND**

	SILT FENCE	SF
	VEHICLE TRACKING CONTROL	VTC
	INLET PROTECTION	IP
	OUTLET PROTECTION	OP
	CULVERT INLET PROTECTION	CIP
	STABILIZED CONSTRUCTION ROADWAY	SCR
	STABILIZED STAGING AREA (GEOTEXTILE FABRIC)	SSA
	STOCKPILE MANAGEMENT W/ PROTECTION	SP
	CONCRETE WASHOUT AREA	CWA
	CONSTRUCTION FENCE	CF
	CURB SOCK	CS
	ROCK SOCK	RS
	SEDIMENT CONTROL LOG	SCL
	STRAW BALE BARRIER	SBB
	CHECK DAM	CD
	TEMP. SLOPE DRAIN	TSD
	ROUGH CUT STREET CONTROL	RCS
	DIVERSION DITCHES/ CHANNEL	DD/DC
	MULCHING	MU
	SURFACE ROUGHENING	SR
	TEMPORARY SEEDING RE: COA SEEDING AND MULCHING STANDARD DETAIL	TS
	PERMANENT SEEDING RE: COA SEEDING AND MULCHING STANDARD DETAIL	PS
	EROSION CONTROL BLANKET	ECB
	SEDIMENT BASIN	SB
	SEDIMENT TRAP	ST
	LIMITS OF CONSTRUCTION	LOC
	EXISTING CONTOURS	
	PROPOSED CONTOURS	
	STREAM EDGE SEED MIX	
	UPLAND SEED MIX	
	ALKALI SOIL SEED MIX	

**SEEDING LEGEND**  
RE: SHEET C3-12

NOTE:  
1. CONTRACTOR TO OVERLAP SEED MIXES 10 FEET.  
2. REFER TO THE LANDSCAPE PLANS FOR SEED MIXES UTILIZED NEAR THE BUILDING AND PARKING LOTS.

MATCHLINE SEE SHEET C3-11

MATCHLINE SEE SHEET C3-08

SUBJECT TO CHANGE  
PENDING JURISDICTIONAL APPROVAL

**POPULOUS**

**Architectural & Interior Design:**  
POPULOUS  
1630 Stout Street  
Denver, CO 80202  
303.382.2780

**Owner:**  
City of Aurora Parks Recreation & Open Space  
15151 E. Adams Pkwy, Suite 400  
Aurora, CO 80012  
303.298.8600

**Civil & Structural Engineer:**  
Marti Harris  
12499 W. Colfax Ave  
Lakewood, CO 80216  
303.431.4700

**Weathering, Planning & Fire Protection Engineer:**  
The Saffari Group  
2625 S. Wadsworth Blvd #200  
Lakewood, CO 80227  
303.958.4574

**Electrical Engineer:**  
Innovative Electrical Systems  
8000 Road 89 Lane  
Lakewood, Colorado 80227  
303.907.7181

**Asbestos Engineer:**  
Vector Technology, Inc.  
100 Park Avenue  
Denver, CO 80202  
303.867.7375

**Landscape Architect:**  
North Canyon Mgmt  
1908 Wadsworth Street, Suite 450  
Denver, CO 80202  
303.807.8877

**Construction Manager/General Contractor:**  
Stadium Construction, Inc.  
80 W. Lawrence St. N.  
Centennial, CO 80112  
303.666.9000



**REVISIONS**

NO.	DATE	DESCRIPTION
1	02/19/2021	ADD BULLETIN B
2	02/19/2021	REVISED
3	02/19/2021	BULLETIN B
4	02/19/2021	BULLETIN B
5	02/19/2021	BULLETIN B

**PROJECT NAME:**  
AURORA SOUTHEAST RECREATION CENTER

**PROJECT ADDRESS:**  
25400 E ALEXANDER DRIVE  
AURORA, CO 80116

**ISSUE NAME:**  
ADDENDUM B

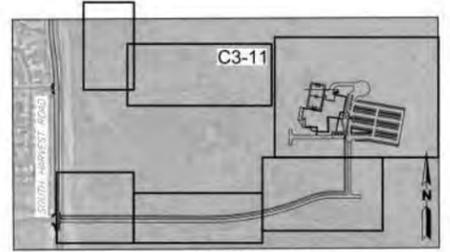
**ISSUE DATE:** 02/19/2021 **ISSUED BY:** POPULOUS

**PROJECT NUMBER:** 19.4903.00 **ISSUE NO.:** E1

**ISSUE NAME:**  
FINAL EROSION CONTROL PLAN

**ISSUE NUMBER:**  
C3-07

■ BB #17 - Native Seed 141005.8 SQ FT  
■ BB #17 - Blanket 25842.5 SQ FT



**KEY MAP**  
SCALE 1"=500'

**LEGEND**

	SILT FENCE	
	VEHICLE TRACKING CONTROL	
	INLET PROTECTION	
	OUTLET PROTECTION	
	CULVERT INLET PROTECTION	
	STABILIZED CONSTRUCTION ROADWAY	
	STABILIZED STAGING AREA (GEOTEXTILE FABRIC)	
	STOCKPILE MANAGEMENT w/ PROTECTION	
	CONCRETE WASHOUT AREA	
	CONSTRUCTION FENCE	
	CURB SOCK	
	ROCK SOCK	
	SEDIMENT CONTROL LOG	
	STRAW BALE BARRIER	
	CHECK DAM	
	TEMP. SLOPE DRAIN	
	ROUGH CUT STREET CONTROL	
	DIVERSION DITCHES/ CHANNEL	
	MULCHING	
	SURFACE ROUGHENING	
	TEMPORARY SEEDING RE: COA SEEDING AND MULCHING STANDARD DETAIL	
	PERMANENT SEEDING RE: COA SEEDING AND MULCHING STANDARD DETAIL	
	EROSION CONTROL BLANKET	
	SEDIMENT BASIN	
	SEDIMENT TRAP	
	LIMITS OF CONSTRUCTION	
	EXISTING CONTOURS	
	PROPOSED CONTOURS	

**SEEDING LEGEND**  
RE: SHEET C3-12

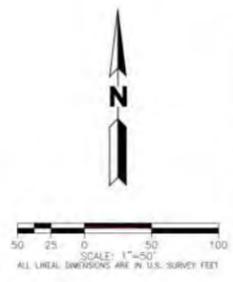
	STREAM EDGE SEED MIX
	UPLAND SEED MIX
	ALKALI SOIL SEED MIX

**NOTES:**

- DURING INSTALLATION OF UTILITIES, ADDITIONAL BMP'S SUCH AS SF, SCL OR EARTH BERM WILL BE INSTALLED AS REQUIRED TO PREVENT SEDIMENT ESCAPE FROM THE WORK AREA. CONTRACTOR WILL PLACE ALL MATERIAL EXCAVATED FROM TRENCH ON HIGH SIDE.

**BENCHMARK**  
ELEVATIONS ARE BASED ON THE CITY OF AURORA VERTICAL CONTROL BM #556518NE001 A 3" BRASS CAP AT THE SOUTHEAST CORNER OF A CURB OPENING INLET STRUCTURE BEING ON THE WEST SIDE OF HARVEST ROAD AND BEING APPROXIMATELY A QUARTER OF A MILE SOUTH OF THE INTERSECTION OF HARVEST ROAD AND BELLEVUE AVENUE.  
ELEVATION =5894.24' (NAVD1988) DATUM

**BASIS OF BEARING**  
BEARINGS ARE BASED ON THE WESTERLY LINE OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR S00°20'41"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLUS #38048 LOCATED AT THE NORTHWEST CORNER OF SECTION 17 AND A FOUND 3" BRASS CAP PLUS #16419 LOCATED AT THE SOUTHWEST CORNER OF SECTION 17.



**NOTE:**

- CONTRACTOR TO OVERLAP SEED MIXES 10 FEET.
- REFER TO THE LANDSCAPE PLANS FOR SEED MIXES UTILIZED NEAR THE BUILDING AND PARKING LOTS.

SUBJECT TO CHANGE  
PENDING JURISDICTIONAL APPROVAL

**POPULOUS**

**Architects & Interior Design:**  
POPULOUS  
1630 Stout Street  
Denver, CO 80202  
303.382.2780

**Owner:**  
City of Aurora Parks Recreation & Open Space  
15151 E. Alameda Pkwy, Suite 400  
Aurora, CO 80012  
303.328.8650

**Civil & Structural Engineer:**  
Marty Martin  
12499 W. Colfax Ave  
Lakewood, CO 80215  
303.831.6700

**Mechanical, Plumbing & Fire Protection Engineer:**  
The Salfert Group  
2625 S. Wadsworth Blvd #200  
Lakewood, CO 80227  
303.988.4574

**Electrical Engineer:**  
Innovative Electrical Systems  
8089 West 89th Lane  
Lakewood, Colorado 80227  
303.907.7161

**Asbestos Engineer:**  
Wesley Technology, Inc.  
100 Park Avenue  
Boulder, CO 80502  
303.447.7375

**Landscape Architect:**  
North Garden Works  
1900 W. 38th Street, Suite 450  
Denver, CO 80202  
303.607.8877

**Construction Manager/General Contractor:**  
Sundaram Construction, Inc.  
86 Inverness Dr N  
Centennial, CO 80112  
303.666.9600



**REVISIONS**

NO.	DATE	DESCRIPTION
1	02/19/2021	ADDENDUM B
2	05/17/2021	RFI #63
3	06/16/2021	BULLETIN 1
4	04/07/2022	BULLETIN 17

**PROJECT NAME:**  
AURORA SOUTHEAST RECREATION CENTER

**PROJECT ADDRESS:**  
25400 E ALEXANDER DRIVE  
AURORA, CO 80116

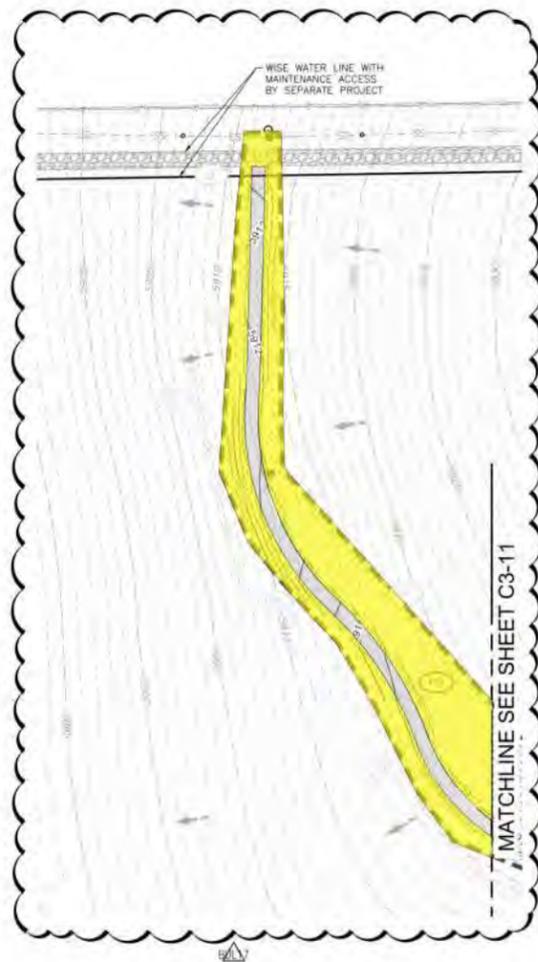
**ISSUE NAME:**  
BULLETIN 4

**ISSUE DATE:** 04/16/2021 **ISSUED BY:** POPULOUS

**PROJECT NUMBER:** 19.4903.00 **ISSUE SIZE:** E1

**SHEET NAME:**  
FINAL EROSION CONTROL PLAN

**SHEET NUMBER:**  
C3-11



**BB #17 - Nati... 23922.9 SQ FT**

**UPLAND SEED MIX**

**Grass Seed**

Seed shall be labeled in accordance with the U.S. Department of Agriculture, Rules and Regulations and the Federal Seed Act. Seed shall be equal in quality to the standards for "Certified Seed" and shall be furnished in sealed, unopened, standard containers. Seed shall be fresh, clean, pure live seed with the following varieties, mixed in proportions by weight shown and meeting the minimum percentages of purity and germination specified.

For use in native seed applications within the geographic region surrounding the **Aurora Reservoir**. Contact the City of Aurora Parks and Open Space Department for information regarding the applicable locations for use of the Aurora Reservoir native seed mixes.

**Upland Mix**

Common Name/Botanical Name/Variety	PLS lbs/acre	Seeds per pound
Sand Bluestem <i>Andropogon furcatus</i>	3.5	113,000 seeds/lb
Sideoats grama <i>Bouteloua curtipendula</i> Blue	3.0	91,000 seeds/lb
Buffalograss <i>Bouteloua dactyloides</i> Turckii	4.0	26,000 seeds/lb
Prairie sandreed <i>Calamagrostis longifolia</i> Gooden	3.0	273,000 seeds/lb
Blue grama <i>Bouteloua gracilis</i> (C. Kuntze) Nash	6.5	425,000 seeds/lb
Stinkgrass <i>Panicum virgatum</i> Blackwell	4.0	300,000 seeds/lb
Western Wheatgrass <i>Pascopyrum smithii</i> Drentas	5.0	110,000 seeds/lb
Larkspur Bluestem <i>Schizachyrium scoparium</i> Pursh	1.0	26,000 seeds/lb
Sand dandelion <i>Sporobolus corymbosus</i>	2.0	1,750,000 seeds/lb
Neotoma Bluestem <i>Stipa viridula</i>	2.0	36.0 PLS lbs/acre

**ALKALI SOIL SEED MIX**

Common Name	Botanical Name	Growth Season	Growth Form	Seeds/Pound	Pounds of PLS/acre
Alkali sacaton	<i>Sporobolus airoides</i>	Warm	Bunch	1,750,000	2.0
Blue grama	<i>Bouteloua gracilis</i> 'Hochstadt'	Warm	Sod-forming bunchgrass	825,000	3.0
Alkali grass	<i>Panicum distans</i>	Cool	Sod	1,200,000	1.0
Sideoats grama	<i>Bouteloua curtipendula</i> 'Butte'	Warm	Sod	191,000	2.0
Sodar streambank wheatgrass	<i>Agropyron repens</i>	Cool	Sod	170,000	1.0
Ireland Saltgrass	<i>Dactyloctenium aegyptium</i>	Warm	Sod	613,200	5.0
Archa western wheatgrass	<i>Agropyron smithii</i>	Cool	Sod	110,000	6.0
Buffalograss	<i>Dactyloctenium aegyptium</i> 'Improved'	Warm	Sod	52,000	10.0
<b>Total</b>					<b>30.0</b>

**STREAM EDGE SEED MIX**

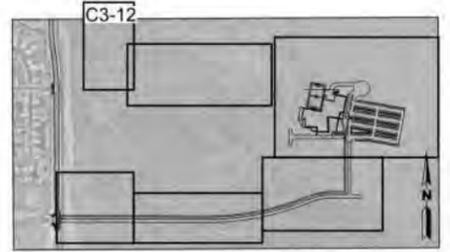
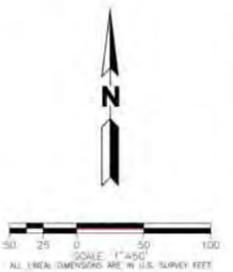
**Mixture 9 - Stream Edge - Taller stature species**

For improving vegetation cover and erosion protection from stream edges to 10 feet from stream on moist soils; includes taller stature species (which will generally improve erosion protection greater than the shorter mix 8). Install over six inches of topsoil for best results (1-4%+ organic matter). Seeding rate is 30 PLS lbs/ acre. Broadcast, harrow, cow fabric mulch, stake with diagonally cut 2x4 stakes 12-18" o. c. Install willow live fascine or biologs for improved erosion protection. Plant heights are mostly 10-36 inches.

COMMON NAME	SCIENTIFIC NAME	NATIVE SPECIES	VARIETY	PLS LBS/ACRE	OZ/ACRE**
<b>GRASSES</b>					
Woolly sedge*	<i>Carex lasiocarpa</i>	X	Native		4
Nebraska sedge*	<i>Carex obtusiuscula</i>	X	Native		4
Blue grama	<i>Chenopodium gracile</i>	X	Lovington	3	
Blunt sedge*	<i>Dactyloctenium</i>	X	Native	3	
Bottle sedge*	<i>Juncus bethouxii</i>	X	Native		4
Prairie cordgrass*	<i>Sporobolus pectinatus</i>	X	Native	5	
Sisal sedge*	<i>Sporobolus vaginifolius</i>	X	Native	1	
Saltgrass*	<i>Panicum virgatum</i>	X	Blackwell	6	
Western wheatgrass*	<i>Panicum smithii</i>	X	Archa	6	
Green sedge*	<i>Stipa viridula</i> (aka Nevada)	X	Loam	6	
<b>TOTAL POUNDS PLS / ACRE</b>				<b>30</b>	
<b>OPTIONAL WILDFLOWERS</b>					
Yarrow	<i>Achillea millefolium</i>	X	Native	1	
Shower milkweed	<i>Asclepias speciosa</i>	X	Native	2	
Wild Bergamot	<i>Monarda fistulosa</i>	X	Native	2	
Nuttall's sunflower	<i>Helianthus nuttallii</i>	X	Native	2	
Blue vervain	<i>Verbena hastata</i>	X	Native	2	
*Always include these key species, maintain at least a 30 lbs/acre rate for mix					
**1A lbs. non ester per wildflower species					

**BENCHMARK**  
ELEVATIONS ARE BASED ON THE CITY OF AURORA VERTICAL CONTROL BM #556518NE001 A 3" BRASS CAP AT THE SOUTHEAST CORNER OF A CURB OPENING INLET STRUCTURE BEING ON THE WEST SIDE OF HARVEST ROAD AND BEING APPROXIMATELY A QUARTER OF A MILE SOUTH OF THE INTERSECTION OF HARVEST ROAD AND BELLEVUE AVENUE.  
ELEVATION = 5894.24' (NAVD1988) DATUM.

**BASIS OF BEARING**  
BEARINGS ARE BASED ON THE WESTERLY LINE OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR S00°20'41"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #38046 LOCATED AT THE NORTHWEST CORNER OF SECTION 17 AND A FOUND 3" BRASS CAP PLS #15419 LOCATED AT THE SOUTHWEST CORNER OF SECTION 17.



**LEGEND**

- SILT FENCE (SF)
- VEHICLE TRACKING CONTROL (VTC)
- INLET PROTECTION (IP)
- OUTLET PROTECTION (OP)
- CULVERT INLET PROTECTION (CIP)
- STABILIZED CONSTRUCTION ROADWAY (SCR)
- STABILIZED STAGING AREA (GEOTEXTILE FABRIC) (SSA)
- STOCKPILE MANAGEMENT W/ PROTECTION (SP)
- CONCRETE WASHOUT AREA (CWA)
- CONSTRUCTION FENCE (CF)
- CURB SOCK (CS)
- ROCK SOCK (RS)
- SEDIMENT CONTROL LOG (SCL)
- STRAW BALE BARRIER (SBB)
- CHECK DAM (CD)
- TEMP. SLOPE DRAIN (TSD)
- ROUGH CUT STREET CONTROL (RCS)
- DIVERSION DITCHES/CHANNEL (DD/DC)
- MULCHING (MU)
- SURFACE ROUGHENING (SR)
- TEMPORARY SEEDING RE- COA SEEDING AND MULCHING STANDARD DETAIL (TS)
- PERMANENT SEEDING RE- COA SEEDING AND MULCHING STANDARD DETAIL (PS)
- EROSION CONTROL BLANKET (ECB)
- SEDIMENT BASIN (SB)
- SEDIMENT TRAP (ST)
- LIMITS OF CONSTRUCTION (LOC)
- EXISTING CONTOURS
- PROPOSED CONTOURS

**SEEDING LEGEND**  
RE: SHEET C3-12

- STREAM EDGE SEED MIX
- UPLAND SEED MIX
- ALKALI SOIL SEED MIX

NOTE:  
1. CONTRACTOR TO OVERLAP SEED MIXES 10 FEET.  
2. REFER TO THE LANDSCAPE PLANS FOR SEED MIXES UTILIZED NEAR THE BUILDING AND PARKING LOTS.

**POPULOUS**

**Architecture & Interior Design:**  
POPULOUS  
1630 Stout Street  
Denver, CO 80202  
303.382.2780

**Design:**  
City of Aurora Parks Recreation & Open Space  
15151 E. Alameda Pkwy, Suite 400  
Aurora, CO 80012  
303.328.8650

**Civil & Structural Engineer:**  
Marty Martin  
12499 W. Colfax Ave  
Lakewood, CO 80216  
303.431.4700

**Vertical, Planning & Site Protection Engineer:**  
The Safford Group  
2525 S. Wadsworth Blvd #200  
Lakewood, CO 80227  
303.958.4574

**Electrical Engineer:**  
Innovative Electrical Systems  
8000 West 89th Lane  
Lakewood, Colorado 80227  
303.907.7181

**Asphalt Engineer:**  
Pavement Technology, Inc.  
100 Park Avenue  
Boulder, CO 80501  
303.447.7375

**Landscape Architect:**  
Hartman Collins Martin  
1900 W. 10th Street, Suite 410  
Denver, CO 80202  
303.507.8877

**Construction Management/General Contractor:**  
Spectrum Construction, Inc.  
88 W. Sherman St  
Colorado, CO 80112  
303.668.8600



**REVISIONS**

NO.	DATE	DESCRIPTION
1	02/19/2021	ADDENDUM B
2	05/17/2021	RFI #13
3	08/16/2021	BULLETIN 1
4	11/07/2022	BULLETIN 17

**PROJECT NAME:**  
AURORA SOUTHEAST RECREATION CENTER

**PROJECT ADDRESS:**  
25400 E ALEXANDER DRIVE  
AURORA, CO 80116

**ISSUE NAME:**  
BULLETIN 4

**ISSUE DATE:** 04/18/2021 **ISSUED BY:** POPULOUS

**PROJECT NUMBER:** 19.4903.00 **ISSUE NO.:** E1

**ISSUE TYPE:**  
FINAL EROSION CONTROL PLAN

SUBJECT TO CHANGE  
PENDING JURISDICTIONAL APPROVAL



Colorado Materials, Inc.  
PO Box 1092  
Longmont CO 80502  
United States

Soil Amendment Quote for Reference

# Quote

## #QT604577

Date 05/24/2022

Billing Address  
Landtech  
525 N Laredo Street  
Aurora CO 80011  
United States

Ship To Address  
Landtech Contractors, Inc  
25400 East Alexander Dr  
Aurora CO 80116  
United States

Expires	Sales Rep	Job Name	On-Site Contact
08/22/2022	Ryan Lounello	SEARC	Mitchell Edwards

Quantity	Unit	Item	Memo	Rate	Amount
442		CMI Silver Class 2 Compost		\$24.05	\$10,630.10
22	EA	Delivery Flat Rate	BB05 - 100.6 CY / BB17 - 341.8 CY	\$185.00	\$4,070.00

**Subtotal** \$14,700.10

**Tax Total (0%)** \$0.00

**Total** \$14,700.10



QT604577



Colorado Materials, Inc.  
PO Box 1092  
Longmont CO 80502  
United States

# Quote

## #QT604577

Date 05/24/2022

**COLORADO MATERIALS, INC. SALES CONTRACT**  
**STANDARD TERMS AND CONDITIONS OF SALE**

**FUEL SURCHARGE:** Quoted prices are based on a maximum diesel price of \$3.74 per gallon. If diesel prices reach \$3.75 per gallon there will be a \$15.00 per load fuel surcharge applied to the quoted price attached. For every additional \$0.25 increase in the price per gallon of fuel, there shall be another \$2.50 increase. Any increase will be based on the documented rate as listed by the Energy Information Administration for the Rocky Mountain Region on the last Tuesday of each calendar month. (www.eia.gov) The adjusted rate will be in effect for the following calendar month and reviewed again on the last Tuesday of that month.

**1. PRICE:** Unless otherwise stated, use and / or sales taxes, either now or becoming effective after the date of this Sales Contract, shall be added to all invoices and paid by Purchaser, except when otherwise provided by law. For all tax exempt sales, the exemption certificate shall be attached and returned with this signed Sales Contract to Seller. Any increase in transportation / fuel expenses at the time of shipment will be an additional charge to Purchaser. Prices are based on full Semi End Dump or Walking Floor Van Loads whichever is applicable to quoted material, short loads will have an additional delivery charge added to quoted pricing. **SELLER RESERVES THE RIGHT TO REPRICE ANY PRICE IN THIS SALES CONTRACT IF THE INITIAL DELIVERY IS DELAYED BEYOND DECEMBER 31<sup>ST</sup> OF THE SAME CALENDAR YEAR OR MORE THAN 90 DAYS FROM THE ORIGINAL QUOTE DATE, WHICHEVER COMES FIRST**

**2. TERMS OF PAYMENT:** Subject to Seller's approval of Purchaser's credit, all accounts are payable at the address specified on the Seller's invoice. Payments on account by Purchaser may, at the Seller's option, be applied on the oldest unpaid items in order of original invoice date. Unless otherwise agreed by Colorado Materials, Inc. in writing in advance, Purchaser agrees to make full payment to Colorado Materials, Inc. for any purchase of goods, and materials within 30 days following the date of delivery. Any past due balance/account shall bear interest at the maximum rate allowable by law until paid. In the event the collection of any unpaid balance/account is placed in the hands of an attorney, Purchaser shall also pay reasonable attorney's fees and court costs. Conditions or restrictions on payment instruments shall have no effect. If at any time, the financial responsibility of Purchaser is impaired or unsatisfactory to Seller, Seller shall have the right to cancel order's, discontinue deliveries, require payments in advance and/or require other satisfactory security to guarantee that invoices will be paid promptly when due.

**3. TRUCK SHIPMENT:** All truck shipments shall be unloaded in their entirety at the designated destination. In order to facilitate availability and satisfactory transportation service, Purchaser agrees to give reasonable notice to Seller prior to requesting shipping date. Purchaser shall pay for all detention and any other carrier delay charges which do not result from the fault of Seller. Seller does not guarantee timed deliveries. Purchaser shall be responsible for furnishing a representative at the unloading point to direct unloading and sign delivery tickets for all truck shipments. Notwithstanding anything to the contrary, in the event Purchaser fails to furnish such representative, unsigned delivery tickets shall be remitted to Purchaser and shall be binding as to Seller's delivery of such goods. **RECEIPTED DELIVERY TICKETS SHALL BE BINDING UNLESS IMMEDIATELY DISPUTED.** Truck shipments to designated destination are based on shipment of goods in truckload quantities to as near the desired location as is accessible. The location shall be deemed inaccessible if the truck cannot proceed with the full load and under its own power without damage to the truck or driver. Purchaser shall supply appropriate access for delivery and unloading of goods. It is at the driver's discretion if a delivery point is suitable for unloading of goods. Seller assumes no responsibility for damage (including concrete) inside of curb or property line.

**4. CONTINGENCIES:** This Sales Contract is subject to the contingencies of and delays in production, delivery and shipment. Seller will not be responsible for delays resulting from fire, strikes, lockouts, differences with workmen, accidents, war, insurrection, delays in transportation, equipment failure, shortage of trucks, fuel or materials, governmental interference or regulations, acts of God or any other contingencies beyond Seller's control.

**5. WARRANTIES:** Seller makes no warranties, expressed or implied, as to the suitability of quoted products for the intended use by the Purchaser. It is the Purchasers responsibility to confirm product suitability for intended use.

**6. LEGAL ACTION:** No legal action shall be brought by Purchaser against Seller for any claim with respect to any goods furnished under the Sales Contract more than six months after delivery of such goods to Purchaser and it is agreed that any cause of action with respect to such goods shall accrue at the time of delivery of such goods

**7. GENERAL:** In the event any provision of this sales contract is held to be unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect. No waiver of condition of sale shall be implied from any failure by Seller to exercise same. This Sales Contract supersedes all previous quotations and / or contracts for sale set forth herein. It is understood that there are no oral or other agreements between Seller and Purchaser with regard to the subject of this Sales Contract which are not incorporated in this Sales Contract. Sale, delivery and shipment of the listed goods are made subject solely to the terms and conditions herein stated, notwithstanding any contrary provisions on purchase orders received by Seller. Purchaser will sign and return this Sales Contract to Seller. **UNLESS THIS INSTRUMENT IS RETURNED, APPROVED OR REJECTED, TO SELLER WITHIN TEN (10) DAYS FROM RECEIPT, IT IS UNDERSTOOD THIS SALES CONTRACT SHALL BE CONSIDERED ACCEPTED BY PURCHASER FOR ALL PURPOSES.**

ACCEPTED BY PURCHASER \_\_\_\_\_  
(initial)



QT604577



490 East 76<sup>th</sup> Ave., Unit A  
Denver, Colorado 80229  
Toll Free (888) 577-5650  
Fax (888) 695-5450

## QUOTE

Invoice Date:  
24-May-22

Seed Mix Quote for Reference

Invoice Number: **505431**

(please show this invoice number on all payments)

Project: Southeast Aurora Rec. Center Upland

Sold To:  
Landtech Contractors  
525 Laredo Street  
Aurora, CO 80011

Will Call:  
Landtech Contractors

<b>Terms:</b> Net 30	<b>Customer P.O.:</b>	<b>Ordered By:</b>	<b>Phone Number:</b>	<b>Customer Number:</b> CO120011
<b>Shipper:</b> Will Call	<b>Freight: Prepaid/Collect</b>	<b>FOB:</b>	<b>Sales Rep:</b> Miranda McCutchen	<b>Date Shipped:</b>

Pricing	Quantity Shipped		Description	Variety	Price	Total
PLS	Bulk					
*** MIX # 227365 Custom Mix ***						
PLS #	17.50	17.50	Andropogon hallii Sand bluestem	Chet		
PLS #	47.51	47.51	Bouteloua curtipendula Sideoats grama	Butte		
PLS #	20.00	20.00	Buchloe dactyloides Buffalograss	Texoka Trt		
PLS #	15.00	15.00	Calamovilfa longifolia Prairie sandreed	Goshen		
PLS #	20.00	20.00	Panicum virgatum Switchgrass	Dacotah		
PLS #	25.00	25.00	Pascopyrum smithii Western wheatgrass	VNS		
PLS #	15.00	15.00	Schizachyrium scoparium Bluestem, Little	Cimarron		
PLS #	10.00	10.00	Sporobolus cryptandrus Sand dropseed	VNS		
PLS #	10.00	10.00	Nassella viridula Green needlegrass	Lodorm		

\*\*\* Mix continued on next page \*\*\*

**Please read the reverse side of this form carefully.** The terms and conditions of sale set forth on both sides of this form constitute the entire agreement between Seller and Buyer. All purchases of products by Buyer shall be governed and subject to the terms and conditions of sale set forth on the reverse side hereof, as in effect from time to time, and nothing contained in any product order of buyer shall in any way modify such terms and conditions of sale or add any additional terms and conditions unless agreed upon in writing by a corporate officer of Granite Seed. Any additional or inconsistent terms and conditions of any product order of Buyer shall be deemed stricken from such order and each product order shall be deemed to incorporate all of these terms and conditions of sale. Acceptance by Buyer of these terms and conditions is acknowledged by either (1) Buyer's signature set forth herein, or (2) receipt by Buyer of delivery of the products described here in and failure by Buyer to return such products within five (5) days following such delivery.



490 East 76<sup>th</sup> Ave., Unit A  
 Denver, Colorado 80229  
 Toll Free (888) 577-5650  
 Fax (888) 695-5450

# QUOTE

Invoice Date:  
24-May-22

Invoice Number: **505431**

(please show this invoice number on all payments)

Project: Southeast Aurora Rec. Center Upland

Pricing	Quantity Shipped	Description	Variety	Price	Total
	PLS Bulk				
<b>MIX SUBTOTAL (5 Acre @ \$ 405.0160 Per Acre): \$ 2,025.08</b>					
<b>BB05 - 1.2 ACRES / BB17 - 3.9 ACRES</b>					

Notes:

<b>Subtotal:</b>	<b>2,025.08</b>
<b>Freight:</b>	<b>0.00</b>
<b>Sales Tax:</b>	<b>Tax Exempt</b>
<b>GRAND TOTAL:</b>	<b>\$ 2,025.08</b>
PLEASE PAY PER THIS INVOICE. NO STATEMENT WILL BE SENT.	

*Please read the reverse side of this form carefully. The terms and conditions of sale set forth on both sides of this form constitute the entire agreement between Seller and Buyer. All purchases of products by Buyer shall be governed and subject to the terms and conditions of sale set forth on the reverse side hereof, as in effect from time to time, and nothing contained in any product order of buyer shall in any way modify such terms and conditions of sale or add any additional terms and conditions unless agreed upon in writing by a corporate officer of Granite Seed. Any additional or inconsistent terms and conditions of any product order of Buyer shall be deemed stricken from such order and each product order shall be deemed to incorporate all of these terms and conditions of sale. Acceptance by Buyer of these terms and conditions is acknowledged by either (1) Buyer's signature set forth herein, or (2) receipt by Buyer of delivery of the products described here in and failure by Buyer to return such products within five (5) days following such delivery.*

## **TERMS AND CONDITIONS OF SALE**

ALL SALES MADE BY GRANITE SEED ("SELLER") ARE MADE ON THE FOLLOWING TERMS AND CONDITIONS OF SALE:

### **1. Prices and Taxes**

Prices are exclusive of all federal, state and local taxes, fees or charges now in force or enacted in the future. Any such taxes, fees or charges imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer will be paid by the Buyer in addition to the prices quoted or invoiced. In the event that Seller is required to pay any such taxes, fees or charges at the time of sale or thereafter, Buyer will reimburse Seller therefore.

### **2. Delivery**

a) Delivery will be made F.O.B. Seller's plant Denver, Colorado, unless otherwise specified. The time of delivery is the time the products to be delivered are picked up by the carrier.

b) Title to the products will pass to Buyer upon delivery of the products by Seller to carrier (F.O.B. Denver, Colorado), and upon that delivery Buyer will be responsible for and bear the entire risk of loss thereof or damage thereto.

### **3. Shipment**

In the absence of specific shipping instructions, Seller will ship the products by the method it deems most advantageous. Transportation charges will be collected on delivery or, if prepaid, will be subsequently invoiced to Buyer. Unless otherwise indicated, Buyer is obligated to obtain insurance against damage to the products being shipped. Unless otherwise specified, the products will be shipped in standard commercial packaging. When special or export packaging is required or, in the opinion of Seller, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced.

### **4. Security Interest**

Seller reserves a purchase money security interest in products sold and the proceeds therefrom in the amount of the purchase price thereof. In the event of default by Buyer in any of its obligations to Seller, Seller will have the right to repossess the products sold hereunder without liability to Buyer. Security interest(s) granted herein will be satisfied by payment in full of the purchase price by Buyer. Buyer agrees that a copy of the invoice utilized in connection with the purchase of products may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect Seller's security interest in the products sold. On request of Seller, Buyer agrees to execute financing statements and other instruments that Seller may request to perfect or protect Seller's security interest in the products sold.

### **5. Invoices and Terms of Payment**

a) Seller will invoice Buyer for the purchase price of products sold to Buyer by Seller (which invoice may also reflect charges for freight, handling, taxes and other amounts payable to Seller by Buyer hereunder) concurrently with or immediately after the date of shipment.

b) Payment terms are net thirty (30) days, unless otherwise specified. Accounts 30 days past due will be subject to a monthly charge at the rate of one and one-half percent (1.5%) per month to cover the costs of servicing such accounts.

c) At Seller's discretion, orders from customers with invoices that are sixty (60) days overdue (i.e. not paid within 60 days of the invoice date) will be accepted only on a C.O.D. or cash-with-order basis until credit is reestablished to Seller's satisfaction.

d) Buyer shall pay all of Seller's costs and expenses (including reasonable attorney's fees) to enforce or preserve Seller's rights hereunder.

### **6. Proprietary Rights and Confidentiality**

a) Portions of the products supplied and accompanying product brochures and materials are proprietary to Seller. Seller retains for itself all proprietary rights in and to all designs, technical information and data pertaining to any products sold and product brochures and materials provided except where rights are assigned under separate written agreement signed by a corporate officer of Seller. No proprietary information or data of Seller shall be reproduced or disclosed to others without Seller's prior written consent.

b) **Confidentiality.** Buyer acknowledges that, by reason of its relationship to Seller hereunder, it will have access to certain information and materials concerning Seller's business, business plans, customers, technology and products that are confidential and of substantial value to Seller which value would be impaired if such information were disclosed to third parties. Buyer agrees that it will not use in any way for its own account or the account of a third party, nor disclose to any third party, any such confidential information revealed to it by Seller. Buyer shall take every reasonable precaution to protect the confidentiality of such information.

### **7. Limited Warranty**

a) Subject to subsections (b) and (c) below, Seller warrants that the products sold meet Seller's written specifications and labeling therefor when shipped, within recognized industry tolerances. This warranty is contingent upon proper handling and use of the products in the applications for which they were intended. **Buyer shall not make or pass on to others any warranty or representation on behalf of Seller other than or inconsistent with the limited warranty referenced above.**

b) **Except for the express limited warranty referenced above, seller grants no other warranties, express or implied, regarding the products sold hereunder, their fitness for any purpose, their quality, their merchantability, or otherwise. Seller does not make to Buyer or any customer of Buyer by virtue hereof or any product order, and hereby expressly disclaims any other representation or warranty of any kind with respect to the products.**

c) Seller will not be liable for any loss, damages or penalty resulting from delay in delivery when such delay is due to causes beyond the reasonable control of Seller, including but not limited to supplier delay, transportation disruption, force majeure, act of God, labor unrest, fire, explosion or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay. **Seller's liability under the limited warranty set forth herein shall be limited to the replacement of the products not meeting the standards of the limited warranty, or, at the election of Seller, a refund of the purchase price of the defective products. In no event shall Seller be liable for the cost of the procurement of substitute products by Buyer or any Customer, or for any special, consequential or incidental damages for breach of warranty. This exclusion includes any liability that may arise out of Third-party claims against Buyer. The essential purpose of the provision is to limit the potential liability of Seller arising out of the sale of this product to Buyer.**

### **8. Substitutions and Modifications**

Seller will have the right to make substitutions and modifications in the specifications of products sold by Seller, provided that such substitutions or modifications will materially affect overall product performance.

### **9. Change Orders**

Buyer may utilize written change orders without penalty for orders that have not yet been accepted by Seller. For orders that have been accepted by Seller but have not yet been shipped, Buyer may utilize written change orders subject to the following conditions:

a) **Buyer may not cancel orders for custom seed mix products after such products have been prepared by Seller and are ready for shipment.**

b) Buyer shall pay Seller a restocking fee equal to twenty percent (20%) of the purchase price of the products on all orders returned for credit or refund, or cancelled or delayed by Buyer later than three (3) days prior to shipping date. Seller reserves the right to refuse acceptance of any materials returned for credit or a refund.

### **10. Rejection of Goods**

a) Buyer shall inspect all products promptly upon receipt thereof and may reject any products that fail in any material way to meet the specifications set forth in Seller's current labeling therefor. Any products not properly rejected within five (5) days of receipt by Buyer shall be deemed accepted.

b) If during such five (5) day period Buyer finds any damage to the products purchased, Buyer shall be responsible for

obtaining the necessary verification from the carrier's agent and on filing a claim therewith in accordance with such carrier's procedures. If Buyer finds a short count, or products are shipped via Seller's carrier (not common carrier), Buyer shall file a claim with Seller, accompanied by documentation substantiating such claim, within five (5) days after receipt of shipment. Claims lacking proper documentation or not timely submitted will not be honored.

c) After such five (5) day period, Buyer may not return products to Seller for any reason without Seller's prior written consent. For any products for which Seller gives such consent, Seller shall charge Buyer a restocking fee equal to twenty percent (20%) of the purchase price previously paid to Buyer's account. Buyer shall be responsible for all shipping charges.

### **11. Bankruptcy**

If Buyer (i) becomes bankrupt or insolvent, (ii) compounds with its creditors, (iii) commences to be wound up or dissolved, or (iv) suffers a receiver to be appointed, Seller will be at liberty by notice in writing to cancel its agreement with Buyer without judicial intervention or declaration of default of Buyer and without prejudice to any right or remedy which may have accrued or may accrue thereafter to Seller.

### **12. Buyer's Indemnity Regarding Third Party Claims**

Except as otherwise expressly provided herein, Buyer shall be responsible for any and all losses or damages arising out of or incurred in connection with the use of the products by Buyer or any third party or other related business activity. Buyer agrees to indemnify and hold Seller harmless from and with respect to any such loss or damage (including, without limitation, attorneys' fees and costs).

### **13. Entire Agreement**

a) The terms and conditions set forth herein constitute the entire agreement between Seller and Buyer.

b) This agreement may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part hereof by its express terms.

c) Buyer hereby acknowledges that it has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein.

### **14. Waiver**

The failure by seller to enforce at any time any of the provisions of this agreement, to exercise any election or option provided herein, or to require at any time the performance by Buyer of any of the provisions herein will not in any way be construed as a waiver of such provisions.

### **15. Authority**

Buyer represents that the person whose signature is set forth herein on behalf of Buyer is duly authorized and empowered by Buyer to enter into this agreement and to accept the terms and conditions contained herein on its behalf.

### **16. Errors**

Stenographic and clerical errors in sales made under this agreement are subject to correction.

### **17. Applicable Law**

This agreement will be governed by the laws of the State of Colorado applicable to contracts entered into and to be performed entirely within such State.

### **18. Jurisdiction and Venue**

The Colorado state courts of the County of Denver, Colorado (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Colorado) will have exclusive jurisdiction and venue over any dispute arising out of this agreement, and Buyer hereby consents to the jurisdiction and venue of such courts.

### **19. Attorney's Fees**

Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this agreement.

Triton Environmental, LLC  
 14400 E Otero Ave  
 Englewood, CO 80112  
 720-557-7700

Blanket & Seed Quote for Reference

# Quote

Date	Quote #
5/24/2022	55927

Name / Address
LAND TECH CONTRACTORS, INC 525 Laredo Aurora, CO 80011 21-113 SERC

Ship To
LandTech Contractors 21-113 SERC 25400 ALEXANDER DRIVE AURORA, CO 80116

Terms	FOB	Entered by
Net 30	PPA	BR - Bryan Roe

Description	Qty	U/M	Rate	Total
ECOFIBER - 50 LB BALE <b>BB05 - 46.2 BALES / BB17 - 156.9 BALES</b>	203	BALE	19.75	4,009.25T
PLANTAGO TACK - 50 LB BAG <b>BB05 - 3.5 BAGS / BB17 - 11.8 BAGS</b>	16	BAG	49.75	796.00T
BIODEGRADABLE SINGLE NET STRAW - 16' X 112.5'; 200 SY <b>BB05 - 16 ROLLS / BB17 - 18 ROLLS</b>	34	RL	106.25	3,612.50T
12" X 2" X4" WEDGE STAKE <b>BB05 - 80 EA / BB17 - 100 EA</b>	180	EA	0.52	93.60T
Delivery Charge	1	EA	50.00	50.00
SALES TAX EXEMPT			0.00%	0.00

Quote is valid for 30 days. This quote is for estimation purposes and is not a guarantee of cost for materials and services. Quote is based on current information from client about the project requirements. Actual costs may change once project elements are finalized or negotiated. Client will be notified of any changes in cost prior to them being incurred. Customer may incur a restocking fee for returned material. Special order items may not be eligible for return.

<b>Total</b>	\$8,561.35
--------------	------------

Change Order #	7		Landtech Contractors
Description of work to be performed:	Date: 05.26.2022		
<b>Bid Bulletin #5</b>			
Detailed Cost Breakdown	19015011	SE Aurora Rec Center	
<b>Description</b>			
<b>Material</b>	<b>QTY</b>	<b>UOM</b>	<b>Cost</b>
Blanket and Wedge Stakes	25569	SF	\$ 3,853
Seed, Hydromulch and Soil Amendment	50316	SF	\$ 3,946
OH and Profit			\$ 1,170
<b>Subtotal Material</b>			<b>\$ 8,969</b>
<b>Equipment</b>	<b>HOURS</b>	<b>RATE</b>	
Vermeer RTX 450 - Trencher	23.9	\$36.47	\$ 872
Case SR 240 - Skidsteer	35.5	\$35.26	\$ 1,252
OH and Profit			\$ 319
<b>Subtotal Equipment</b>			<b>\$ 2,442</b>
<b>Labor</b>	<b>HOURS</b>	<b>\$/HR</b>	
Labor	121.6	\$ 32.99	\$ 4,010
OH and Profit			\$ 602
<b>Subtotal Labor</b>			<b>\$ 4,612</b>
<b>Subcontractors</b>			
N/A			\$ -
<b>Subtotal Subcontractors</b>			<b>\$ -</b>
<b>Misc.</b>			
Sales Tax on Material & Equip (Non-Tax Exempt Items)			
<b>SUBTOTAL</b>			<b>\$ 16,023</b>
<b>OH and Profit</b>			
See above			
<b>TOTAL COST</b>			<b>\$ 16,023</b>



**CALL 811 2-BUSINESS DAYS IN ADVANCE**  
BEFORE YOU DIG, GRADE OR EXCAVATE FOR  
MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY  
LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN  
PLOTTED FROM (PROVIDED) ASCE (38) UTILITY QUALITY LEVEL D  
(U<sub>2</sub>) AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTOR'S  
RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL  
AND VERTICAL LOCATION OF ALL UTILITIES (DEPICTED OR NOT  
DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

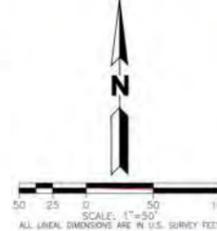
**BENCHMARK**

ELEVATIONS ARE BASED ON THE CITY OF AURORA VERTICAL CONTROL BM  
#558518NE001 A 3" BRASS CAP AT THE SOUTHEAST CORNER OF A CURB  
OPENING INLET STRUCTURE BEING ON THE WEST SIDE OF HARVEST ROAD AND  
BEING APPROXIMATELY A QUARTER OF A MILE SOUTH OF THE INTERSECTION OF  
HARVEST ROAD AND BELLEVUE AVENUE.

ELEVATION =5894.24' (NAVD1988) DATUM

**BASIS OF BEARING**

BEARINGS ARE BASED ON THE WESTERLY LINE OF SECTION 17, TOWNSHIP 5  
SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR  
S00°20'41"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN  
RANGE BOX PLS #38046 LOCATED AT THE NORTHWEST CORNER OF SECTION 17  
AND A FOUND 3" BRASS CAP PLS #18419 LOCATED AT THE SOUTHWEST  
CORNER OF SECTION 17.



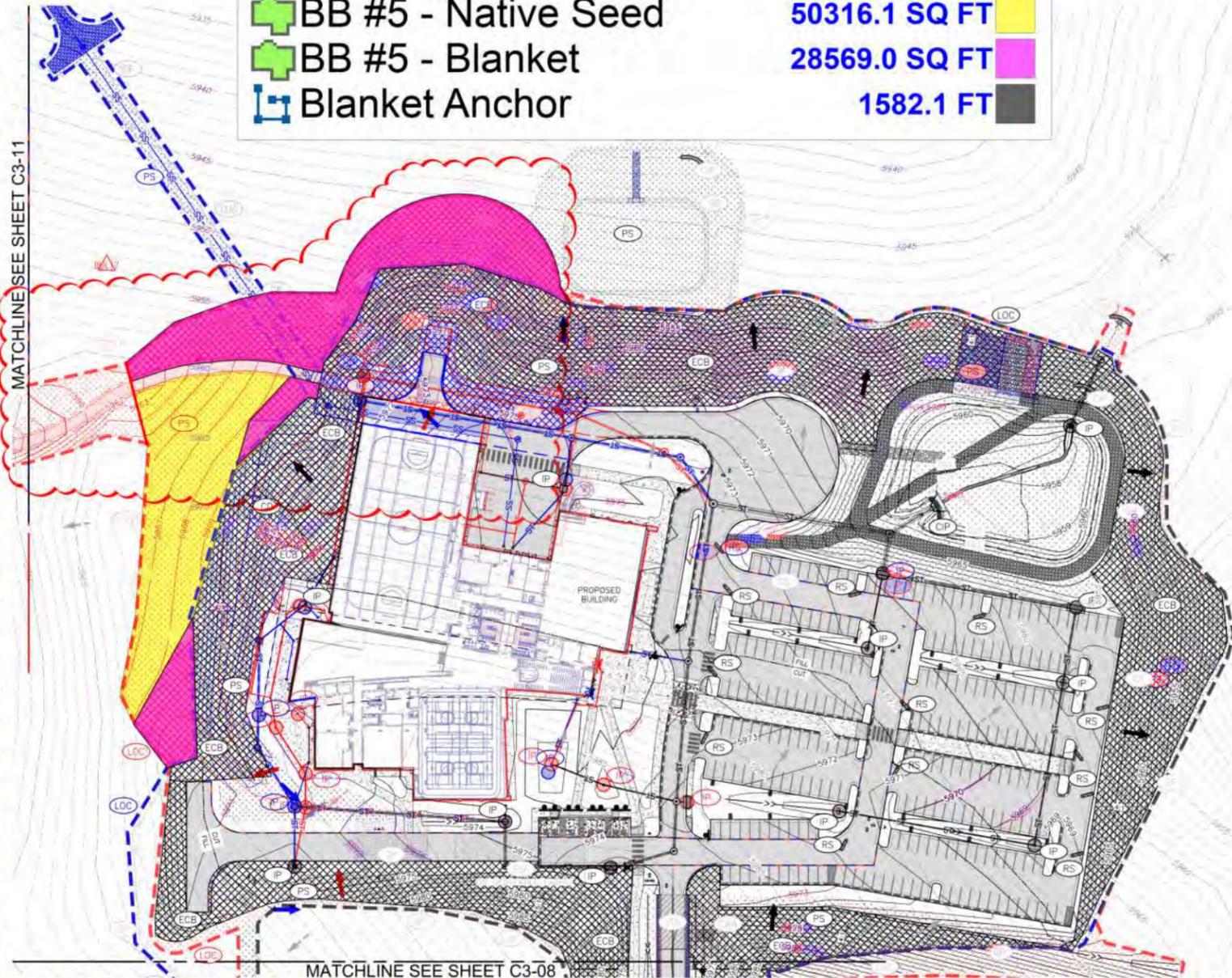
**NOTES:**

1. DURING INSTALLATION OF UTILITIES, ADDITIONAL BMP'S  
SUCH AS SF, SCL OR EARTH BERM WILL BE INSTALLED  
AS REQUIRED TO PREVENT SEDIMENT ESCAPE FROM THE  
WORK AREA. CONTRACTOR WILL PLACE ALL MATERIAL  
EXCAVATED FROM TRENCH ON HIGH SIDE.



**KEY MAP**  
SCALE 1"=500'

	<b>BB #5 - Native Seed</b>	<b>50316.1 SQ FT</b>	
	<b>BB #5 - Blanket</b>	<b>28569.0 SQ FT</b>	
	<b>Blanket Anchor</b>	<b>1582.1 FT</b>	



**LEGEND**

	SILT FENCE	SF
	VEHICLE TRACKING CONTROL	VTC
	INLET PROTECTION	IP
	OUTLET PROTECTION	OP
	CULVERT INLET PROTECTION	CIP
	STABILIZED CONSTRUCTION ROADWAY	SCR
	STABILIZED STAGING AREA (GEOTEXTILE FABRIC)	SSA
	STOCKPILE MANAGEMENT W/ PROTECTION	SP
	CONCRETE WASHOUT AREA	CWA
	CONSTRUCTION FENCE	CF
	CURB SOCK	CS
	ROCK SOCK	RS
	SEDIMENT CONTROL LOG	SCL
	STRAW BALE BARRIER	SBB
	CHECK DAM	CD
	TEMP. SLOPE DRAIN	TSD
	ROUGH CUT STREET CONTROL	RCS
	DIVERSION DITCHES/ CHANNEL	DD/DC
	MULCHING	MU
	SURFACE ROUGHENING	SR
	TEMPORARY SEEDING: RE: COA SEEDING AND MULCHING STANDARD DETAIL	TS
	PERMANENT SEEDING: RE: COA SEEDING AND MULCHING STANDARD DETAIL	PS
	EROSION CONTROL BLANKET	ECB
	SEDIMENT BASIN	SB
	SEDIMENT TRAP	ST
	LIMITS OF CONSTRUCTION	LOC
	EXISTING CONTOURS	
	PROPOSED CONTOURS	

**SEEDING LEGEND**  
RE: SHEET C3-12

	STREAM EDGE SEED MIX
	UPLAND SEED MIX
	ALKALI SOIL SEED MIX

NOTE:  
1. CONTRACTOR TO OVERLAP SEED MIXES 10 FEET.  
2. REFER TO THE LANDSCAPE PLANS FOR SEED MIXES UTILIZED NEAR THE BUILDING AND PARKING LOTS.

MATCHLINE SEE SHEET C3-11

MATCHLINE SEE SHEET C3-08

**POPULOUS**

**Architectural & Interior Design:**  
POPULOUS  
1630 Stout Street  
Denver, CO 80202  
303.382.2780

**Owner:**  
City of Aurora Parks Recreation & Open Space  
15151 E. Alameda Pkwy, Suite 400  
Aurora, CO 80012  
303.228.9650

**Civil & Structural Engineer:**  
Marti Harris  
12499 W. Colfax Ave  
Lakewood, CO 80216  
303.431.4100

**Waterways, Planning & Fire Protection Engineer:**  
The Salford Group  
2625 S. Wadsworth Blvd #200  
Lakewood, CO 80227  
303.958.4514

**Electrical Engineer:**  
Innovative Electrical Systems  
8000 West 89th Lane  
Lakewood, Colorado 80227  
303.907.7181

**Asbestos Engineer:**  
Vector Technology, Inc.  
100 Park Avenue  
Denver, CO 80202  
303.867.7375

**Landscape Architect:**  
North Canyon Mgmt  
1900 Wadsworth Street, Suite 450  
Denver, CO 80202  
303.807.8877

**Construction Manager/General Contractor:**  
Stratton Construction, Inc.  
80 W. Inverness Dr. N  
Centennial, CO 80112  
303.666.9000



**REVISIONS**

NO.	DATE	DESCRIPTION
1	02/19/2021	ADD BULLETIN B
2	02/19/2021	REVISED
3	02/19/2021	BULLETIN B
4	02/19/2021	BULLETIN B
5	02/19/2021	BULLETIN B

PROJECT NAME:  
**AURORA SOUTHEAST RECREATION CENTER**

PROJECT ADDRESS:  
25400 E ALEXANDER DRIVE  
AURORA, CO 80116

ISSUE NAME:  
**ADDENDUM B**

ISSUE DATE: 02/19/2021  
ISSUED BY: **POPULOUS**

PROJECT NUMBER: 19.4903.00  
ISSUE NO.: **E1**

SHEET NAME:  
**FINAL EROSION CONTROL PLAN**

SHEET NUMBER:  
**C3-07**

**SUBJECT TO CHANGE  
PENDING JURISDICTIONAL APPROVAL**



Colorado Materials, Inc.  
 PO Box 1092  
 Longmont CO 80502  
 United States

Soil Amendment Quote for Reference

# Quote

#QT604577

Date 05/24/2022

Billing Address  
 Landtech  
 525 N Laredo Street  
 Aurora CO 80011  
 United States

Ship To Address  
 Landtech Contractors, Inc  
 25400 East Alexander Dr  
 Aurora CO 80116  
 United States

Expires	Sales Rep	Job Name	On-Site Contact
08/22/2022	Ryan Lounello	SEARC	Mitchell Edwards

Quantity	Unit	Item	Memo	Rate	Amount
442		CMI Silver Class 2 Compost		\$24.05	\$10,630.10
22	EA	Delivery Flat Rate	BB05 - 100.6 CY / BB17 - 341.8 CY	\$185.00	\$4,070.00

<b>Subtotal</b>	\$14,700.10
<b>Tax Total (0%)</b>	\$0.00
<b>Total</b>	\$14,700.10



QT604577



Colorado Materials, Inc.  
PO Box 1092  
Longmont CO 80502  
United States

# Quote

## #QT604577

Date 05/24/2022

### COLORADO MATERIALS, INC. SALES CONTRACT STANDARD TERMS AND CONDITIONS OF SALE

**FUEL SURCHARGE:** Quoted prices are based on a maximum diesel price of \$3.74 per gallon. If diesel prices reach \$3.75 per gallon there will be a \$15.00 per load fuel surcharge applied to the quoted price attached. For every additional \$0.25 increase in the price per gallon of fuel, there shall be another \$2.50 increase. Any increase will be based on the documented rate as listed by the Energy Information Administration for the Rocky Mountain Region on the last Tuesday of each calendar month. (www.eia.gov) The adjusted rate will be in effect for the following calendar month and reviewed again on the last Tuesday of that month.

**1. PRICE:** Unless otherwise stated, use and / or sales taxes, either now or becoming effective after the date of this Sales Contract, shall be added to all invoices and paid by Purchaser, except when otherwise provided by law. For all tax exempt sales, the exemption certificate shall be attached and returned with this signed Sales Contract to Seller. Any increase in transportation / fuel expenses at the time of shipment will be an additional charge to Purchaser. Prices are based on full Semi End Dump or Walking Floor Van Loads whichever is applicable to quoted material, short loads will have an additional delivery charge added to quoted pricing. **SELLER RESERVES THE RIGHT TO REPRICE ANY PRICE IN THIS SALES CONTRACT IF THE INITIAL DELIVERY IS DELAYED BEYOND DECEMBER 31<sup>ST</sup> OF THE SAME CALENDAR YEAR OR MORE THAN 90 DAYS FROM THE ORIGINAL QUOTE DATE, WHICHEVER COMES FIRST**

**2. TERMS OF PAYMENT:** Subject to Seller's approval of Purchaser's credit, all accounts are payable at the address specified on the Seller's invoice. Payments on account by Purchaser may, at the Seller's option, be applied on the oldest unpaid items in order of original invoice date. Unless otherwise agreed by Colorado Materials, Inc. in writing in advance, Purchaser agrees to make full payment to Colorado Materials, Inc. for any purchase of goods, and materials within 30 days following the date of delivery. Any past due balance/account shall bear interest at the maximum rate allowable by law until paid. In the event the collection of any unpaid balance/account is placed in the hands of an attorney, Purchaser shall also pay reasonable attorney's fees and court costs. Conditions or restrictions on payment instruments shall have no effect. If at any time, the financial responsibility of Purchaser is impaired or unsatisfactory to Seller, Seller shall have the right to cancel order's, discontinue deliveries, require payments in advance and/or require other satisfactory security to guarantee that invoices will be paid promptly when due.

**3. TRUCK SHIPMENT:** All truck shipments shall be unloaded in their entirety at the designated destination. In order to facilitate availability and satisfactory transportation service, Purchaser agrees to give reasonable notice to Seller prior to requesting shipping date. Purchaser shall pay for all detention and any other carrier delay charges which do not result from the fault of Seller. Seller does not guarantee timed deliveries. Purchaser shall be responsible for furnishing a representative at the unloading point to direct unloading and sign delivery tickets for all truck shipments. Notwithstanding anything to the contrary, in the event Purchaser fails to furnish such representative, unsigned delivery tickets shall be remitted to Purchaser and shall be binding as to Seller's delivery of such goods. **RECEIPTED DELIVERY TICKETS SHALL BE BINDING UNLESS IMMEDIATELY DISPUTED.** Truck shipments to designated destination are based on shipment of goods in truckload quantities to as near the desired location as is accessible. The location shall be deemed inaccessible if the truck cannot proceed with the full load and under its own power without damage to the truck or driver. Purchaser shall supply appropriate access for delivery and unloading of goods. It is at the driver's discretion if a delivery point is suitable for unloading of goods. Seller assumes no responsibility for damage (including concrete) inside of curb or property line.

**4. CONTINGENCIES:** This Sales Contract is subject to the contingencies of and delays in production, delivery and shipment. Seller will not be responsible for delays resulting from fire, strikes, lockouts, differences with workmen, accidents, war, insurrection, delays in transportation, equipment failure, shortage of trucks, fuel or materials, governmental interference or regulations, acts of God or any other contingencies beyond Seller's control.

**5. WARRANTIES:** Seller makes no warranties, expressed or implied, as to the suitability of quoted products for the intended use by the Purchaser. It is the Purchasers responsibility to confirm product suitability for intended use.

**6. LEGAL ACTION:** No legal action shall be brought by Purchaser against Seller for any claim with respect to any goods furnished under the Sales Contract more than six months after delivery of such goods to Purchaser and it is agreed that any cause of action with respect to such goods shall accrue at the time of delivery of such goods

**7. GENERAL:** In the event any provision of this sales contract is held to be unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect. No waiver of condition of sale shall be implied from any failure by Seller to exercise same. This Sales Contract supersedes all previous quotations and / or contracts for sale set forth herein. It is understood that there are no oral or other agreements between Seller and Purchaser with regard to the subject of this Sales Contract which are not incorporated in this Sales Contract. Sale, delivery and shipment of the listed goods are made subject solely to the terms and conditions herein stated, notwithstanding any contrary provisions on purchase orders received by Seller. Purchaser will sign and return this Sales Contract to Seller. **UNLESS THIS INSTRUMENT IS RETURNED, APPROVED OR REJECTED, TO SELLER WITHIN TEN (10) DAYS FROM RECEIPT, IT IS UNDERSTOOD THIS SALES CONTRACT SHALL BE CONSIDERED ACCEPTED BY PURCHASER FOR ALL PURPOSES.**

ACCEPTED BY PURCHASER \_\_\_\_\_  
(initial)





490 East 76<sup>th</sup> Ave., Unit A  
Denver, Colorado 80229  
Toll Free (888) 577-5650  
Fax (888) 695-5450

## QUOTE

Invoice Date:  
24-May-22

Seed Mix Quote for Reference

Invoice Number: **505431**

(please show this invoice number on all payments)

Project: Southeast Aurora Rec. Center Upland

Sold To:  
Landtech Contractors  
525 Laredo Street  
Aurora, CO 80011

Will Call:  
Landtech Contractors

<b>Terms:</b> Net 30	<b>Customer P.O.:</b>	<b>Ordered By:</b>	<b>Phone Number:</b>	<b>Customer Number:</b> CO120011
<b>Shipper:</b> Will Call	<b>Freight: Prepaid/Collect</b>	<b>FOB:</b>	<b>Sales Rep:</b> Miranda McCutchen	<b>Date Shipped:</b>

Pricing	Quantity Shipped		Description	Variety	Price	Total
PLS	PLS	Bulk				
*** MIX # 227365 Custom Mix ***						
PLS #	17.50	17.50	Andropogon hallii Sand bluestem	Chet		
PLS #	47.51	47.51	Bouteloua curtipendula Sideoats grama	Butte		
PLS #	20.00	20.00	Buchloe dactyloides Buffalograss	Texoka Trt		
PLS #	15.00	15.00	Calamovilfa longifolia Prairie sandreed	Goshen		
PLS #	20.00	20.00	Panicum virgatum Switchgrass	Dacotah		
PLS #	25.00	25.00	Pascopyrum smithii Western wheatgrass	VNS		
PLS #	15.00	15.00	Schizachyrium scoparium Bluestem, Little	Cimarron		
PLS #	10.00	10.00	Sporobolus cryptandrus Sand dropseed	VNS		
PLS #	10.00	10.00	Nassella viridula Green needlegrass	Lodorm		

\*\*\* Mix continued on next page \*\*\*

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490 East 76<sup>th</sup> Ave., Unit A  
 Denver, Colorado 80229  
 Toll Free (888) 577-5650  
 Fax (888) 695-5450

# QUOTE

Invoice Date:  
24-May-22

Invoice Number: **505431**

(please show this invoice number on all payments)

Project: Southeast Aurora Rec. Center Upland

Pricing	Quantity Shipped	Description	Variety	Price	Total
	PLS Bulk				
<b>MIX SUBTOTAL (5 Acre @ \$ 405.0160 Per Acre):</b>					<b>\$ 2,025.08</b>
<b>BB05 - 1.2 ACRES / BB17 - 3.9 ACRES</b>					

Notes:

<b>Subtotal:</b>	<b>2,025.08</b>
<b>Freight:</b>	<b>0.00</b>
<b>Sales Tax:</b>	<b>Tax Exempt</b>
<b>GRAND TOTAL:</b>	<b>\$ 2,025.08</b>
PLEASE PAY PER THIS INVOICE. NO STATEMENT WILL BE SENT.	

*Please read the reverse side of this form carefully. The terms and conditions of sale set forth on both sides of this form constitute the entire agreement between Seller and Buyer. All purchases of products by Buyer shall be governed and subject to the terms and conditions of sale set forth on the reverse side hereof, as in effect from time to time, and nothing contained in any product order of buyer shall in any way modify such terms and conditions of sale or add any additional terms and conditions unless agreed upon in writing by a corporate officer of Granite Seed. Any additional or inconsistent terms and conditions of any product order of Buyer shall be deemed stricken from such order and each product order shall be deemed to incorporate all of these terms and conditions of sale. Acceptance by Buyer of these terms and conditions is acknowledged by either (1) Buyer's signature set forth herein, or (2) receipt by Buyer of delivery of the products described here in and failure by Buyer to return such products within five (5) days following such delivery.*

## **TERMS AND CONDITIONS OF SALE**

ALL SALES MADE BY GRANITE SEED ("SELLER") ARE MADE ON THE FOLLOWING TERMS AND CONDITIONS OF SALE:

### **1. Prices and Taxes**

Prices are exclusive of all federal, state and local taxes, fees or charges now in force or enacted in the future. Any such taxes, fees or charges imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer will be paid by the Buyer in addition to the prices quoted or invoiced. In the event that Seller is required to pay any such taxes, fees or charges at the time of sale or thereafter, Buyer will reimburse Seller therefore.

### **2. Delivery**

a) Delivery will be made F.O.B. Seller's plant Denver, Colorado, unless otherwise specified. The time of delivery is the time the products to be delivered are picked up by the carrier.

b) Title to the products will pass to Buyer upon delivery of the products by Seller to carrier (F.O.B. Denver, Colorado), and upon that delivery Buyer will be responsible for and bear the entire risk of loss thereof or damage thereto.

### **3. Shipment**

In the absence of specific shipping instructions, Seller will ship the products by the method it deems most advantageous. Transportation charges will be collected on delivery or, if prepaid, will be subsequently invoiced to Buyer. Unless otherwise indicated, Buyer is obligated to obtain insurance against damage to the products being shipped. Unless otherwise specified, the products will be shipped in standard commercial packaging. When special or export packaging is required or, in the opinion of Seller, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced.

### **4. Security Interest**

Seller reserves a purchase money security interest in products sold and the proceeds therefrom in the amount of the purchase price thereof. In the event of default by Buyer in any of its obligations to Seller, Seller will have the right to repossess the products sold hereunder without liability to Buyer. Security interest(s) granted herein will be satisfied by payment in full of the purchase price by Buyer. Buyer agrees that a copy of the invoice utilized in connection with the purchase of products may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect Seller's security interest in the products sold. On request of Seller, Buyer agrees to execute financing statements and other instruments that Seller may request to perfect or protect Seller's security interest in the products sold.

### **5. Invoices and Terms of Payment**

a) Seller will invoice Buyer for the purchase price of products sold to Buyer by Seller (which invoice may also reflect charges for freight, handling, taxes and other amounts payable to Seller by Buyer hereunder) concurrently with or immediately after the date of shipment.

b) Payment terms are net thirty (30) days, unless otherwise specified. Accounts 30 days past due will be subject to a monthly charge at the rate of one and one-half percent (1.5%) per month to cover the costs of servicing such accounts.

c) At Seller's discretion, orders from customers with invoices that are sixty (60) days overdue (i.e. not paid within 60 days of the invoice date) will be accepted only on a C.O.D. or cash-with-order basis until credit is reestablished to Seller's satisfaction.

d) Buyer shall pay all of Seller's costs and expenses (including reasonable attorney's fees) to enforce or preserve Seller's rights hereunder.

### **6. Proprietary Rights and Confidentiality**

a) Portions of the products supplied and accompanying product brochures and materials are proprietary to Seller. Seller retains for itself all proprietary rights in and to all designs, technical information and data pertaining to any products sold and product brochures and materials provided except where rights are assigned under separate written agreement signed by a corporate officer of Seller. No proprietary information or data of Seller shall be reproduced or disclosed to others without Seller's prior written consent.

b) **Confidentiality.** Buyer acknowledges that, by reason of its relationship to Seller hereunder, it will have access to certain information and materials concerning Seller's business, business plans, customers, technology and products that are confidential and of substantial value to Seller which value would be impaired if such information were disclosed to third parties. Buyer agrees that it will not use in any way for its own account or the account of a third party, nor disclose to any third party, any such confidential information revealed to it by Seller. Buyer shall take every reasonable precaution to protect the confidentiality of such information.

### **7. Limited Warranty**

a) Subject to subsections (b) and (c) below, Seller warrants that the products sold meet Seller's written specifications and labeling therefor when shipped, within recognized industry tolerances. This warranty is contingent upon proper handling and use of the products in the applications for which they were intended. **Buyer shall not make or pass on to others any warranty or representation on behalf of Seller other than or inconsistent with the limited warranty referenced above.**

b) **Except for the express limited warranty referenced above, seller grants no other warranties, express or implied, regarding the products sold hereunder, their fitness for any purpose, their quality, their merchantability, or otherwise. Seller does not make to Buyer or any customer of Buyer by virtue hereof or any product order, and hereby expressly disclaims any other representation or warranty of any kind with respect to the products.**

c) Seller will not be liable for any loss, damages or penalty resulting from delay in delivery when such delay is due to causes beyond the reasonable control of Seller, including but not limited to supplier delay, transportation disruption, force majeure, act of God, labor unrest, fire, explosion or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay. **Seller's liability under the limited warranty set forth herein shall be limited to the replacement of the products not meeting the standards of the limited warranty, or, at the election of Seller, a refund of the purchase price of the defective products. In no event shall Seller be liable for the cost of the procurement of substitute products by Buyer or any Customer, or for any special, consequential or incidental damages for breach of warranty. This exclusion includes any liability that may arise out of Third-party claims against Buyer. The essential purpose of the provision is to limit the potential liability of Seller arising out of the sale of this product to Buyer.**

### **8. Substitutions and Modifications**

Seller will have the right to make substitutions and modifications in the specifications of products sold by Seller, provided that such substitutions or modifications will materially affect overall product performance.

### **9. Change Orders**

Buyer may utilize written change orders without penalty for orders that have not yet been accepted by Seller. For orders that have been accepted by Seller but have not yet been shipped, Buyer may utilize written change orders subject to the following conditions:

a) **Buyer may not cancel orders for custom seed mix products after such products have been prepared by Seller and are ready for shipment.**

b) Buyer shall pay Seller a restocking fee equal to twenty percent (20%) of the purchase price of the products on all orders returned for credit or refund, or cancelled or delayed by Buyer later than three (3) days prior to shipping date. Seller reserves the right to refuse acceptance of any materials returned for credit or a refund.

### **10. Rejection of Goods**

a) Buyer shall inspect all products promptly upon receipt thereof and may reject any products that fail in any material way to meet the specifications set forth in Seller's current labeling therefor. Any products not properly rejected within five (5) days of receipt by Buyer shall be deemed accepted.

b) If during such five (5) day period Buyer finds any damage to the products purchased, Buyer shall be responsible for

obtaining the necessary verification from the carrier's agent and on filing a claim therewith in accordance with such carrier's procedures. If Buyer finds a short count, or products are shipped via Seller's carrier (not common carrier), Buyer shall file a claim with Seller, accompanied by documentation substantiating such claim, within five (5) days after receipt of shipment. Claims lacking proper documentation or not timely submitted will not be honored.

c) After such five (5) day period, Buyer may not return products to Seller for any reason without Seller's prior written consent. For any products for which Seller gives such consent, Seller shall charge Buyer a restocking fee equal to twenty percent (20%) of the purchase price previously paid to Buyer's account. Buyer shall be responsible for all shipping charges.

### **11. Bankruptcy**

If Buyer (i) becomes bankrupt or insolvent, (ii) compounds with its creditors, (iii) commences to be wound up or dissolved, or (iv) suffers a receiver to be appointed, Seller will be at liberty by notice in writing to cancel its agreement with Buyer without judicial intervention or declaration of default of Buyer and without prejudice to any right or remedy which may have accrued or may accrue thereafter to Seller.

### **12. Buyer's Indemnity Regarding Third Party Claims**

Except as otherwise expressly provided herein, Buyer shall be responsible for any and all losses or damages arising out of or incurred in connection with the use of the products by Buyer or any third party or other related business activity. Buyer agrees to indemnify and hold Seller harmless from and with respect to any such loss or damage (including, without limitation, attorneys' fees and costs).

### **13. Entire Agreement**

a) The terms and conditions set forth herein constitute the entire agreement between Seller and Buyer.

b) This agreement may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part hereof by its express terms.

c) Buyer hereby acknowledges that it has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein.

### **14. Waiver**

The failure by seller to enforce at any time any of the provisions of this agreement, to exercise any election or option provided herein, or to require at any time the performance by Buyer of any of the provisions herein will not in any way be construed as a waiver of such provisions.

### **15. Authority**

Buyer represents that the person whose signature is set forth herein on behalf of Buyer is duly authorized and empowered by Buyer to enter into this agreement and to accept the terms and conditions contained herein on its behalf.

### **16. Errors**

Stenographic and clerical errors in sales made under this agreement are subject to correction.

### **17. Applicable Law**

This agreement will be governed by the laws of the State of Colorado applicable to contracts entered into and to be performed entirely within such State.

### **18. Jurisdiction and Venue**

The Colorado state courts of the County of Denver, Colorado (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Colorado) will have exclusive jurisdiction and venue over any dispute arising out of this agreement, and Buyer hereby consents to the jurisdiction and venue of such courts.

### **19. Attorney's Fees**

Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this agreement.

Triton Environmental, LLC  
 14400 E Otero Ave  
 Englewood, CO 80112  
 720-557-7700

Blanket & Seed Quote for Reference

# Quote

Date	Quote #
5/24/2022	55927

Name / Address
LAND TECH CONTRACTORS, INC 525 Laredo Aurora, CO 80011 21-113 SERC

Ship To
LandTech Contractors 21-113 SERC 25400 ALEXANDER DRIVE AURORA, CO 80116

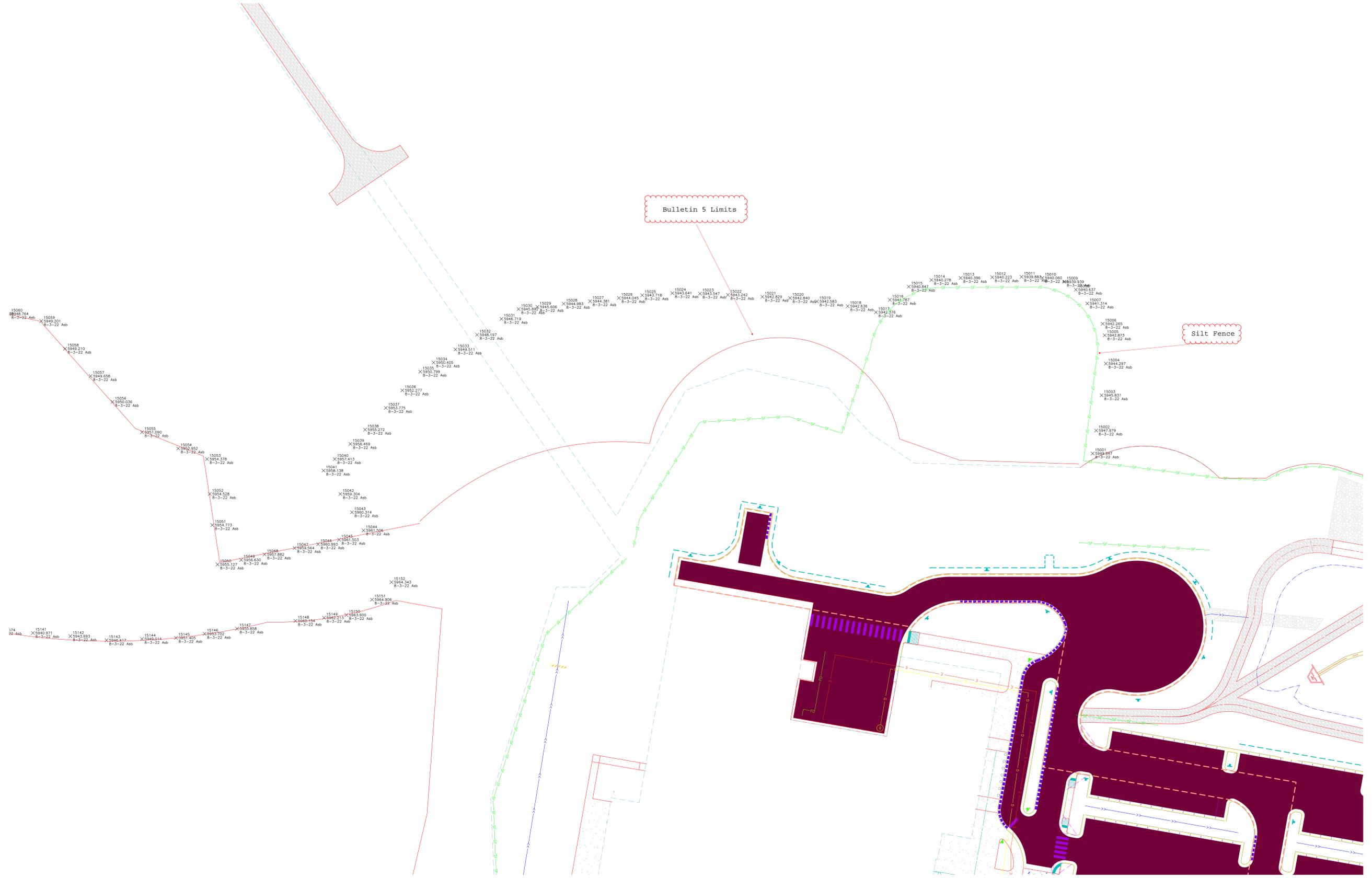
Terms	FOB	Entered by
Net 30	PPA	BR - Bryan Roe

Description	Qty	U/M	Rate	Total
ECOFIBER - 50 LB BALE <b>BB05 - 46.2 BALES / BB17 - 156.9 BALES</b>	203	BALE	19.75	4,009.25T
PLANTAGO TACK - 50 LB BAG <b>BB05 - 3.5 BAGS / BB17 - 11.8 BAGS</b>	16	BAG	49.75	796.00T
BIODEGRADABLE SINGLE NET STRAW - 16' X 112.5'; 200 SY <b>BB05 - 16 ROLLS / BB17 - 18 ROLLS</b>	34	RL	106.25	3,612.50T
12" X 2" X4" WEDGE STAKE <b>BB05 - 80 EA / BB17 - 100 EA</b>	180	EA	0.52	93.60T
Delivery Charge	1	EA	50.00	50.00
SALES TAX EXEMPT			0.00%	0.00

Quote is valid for 30 days. This quote is for estimation purposes and is not a guarantee of cost for materials and services. Quote is based on current information from client about the project requirements. Actual costs may change once project elements are finalized or negotiated. Client will be notified of any changes in cost prior to them being incurred. Customer may incur a restocking fee for returned material. Special order items may not be eligible for return.

**Total** \$8,561.35

Change Order #	9	Subcontractor Name:	Landtech Contractors
Description of work to be performed:			8/11/2022
<b>Stockpile Seeded Area @ 65,790 SF</b>			
Detailed Cost Breakdown	19015011	SE Aurora Rec Center	
<b>Description</b>			
<b>Material</b>	<b>QTY</b>	<b>UOM</b>	<b>Cost</b>
Ecofiber Hydromulch	61	bags	\$ 1,190.00
Plantago Tackifier	5	bags	\$ 243.00
Soil Amendment	132	cubic yards	\$ 4,470.00
Seed	1.5	acres	\$ 607.00
OHP			\$ 976.50
<b>Subtotal Material</b>			<b>\$ 7,487</b>
<b>Equipment</b>			
	<b>HOURS</b>	<b>RATE</b>	
John Deere Tractor with Ripper, Seeder and Compost Spreader	48	\$ 94.72	\$ 4,546.56
OHP			\$ 681.98
<b>Subtotal Equipment</b>			<b>\$ 5,228.54</b>
<b>Labor</b>			
	<b>HOURS</b>	<b>\$/HR</b>	
	39	\$ 33.44	\$ 1,304.16
OHP			\$ 195.62
<b>Subtotal Labor</b>			<b>\$ 1,499.78</b>
<b>TOTAL COST</b>			<b>\$ 14,215</b>



Bulletin 5 Limits

Silt Fence



**QUOTE**

Invoice Date:  
11-Aug-22

Invoice Number: **529251**

490 East 76<sup>th</sup> Ave., Unit A  
Denver, Colorado 80229  
Toll Free (888) 577-5650  
Fax (888) 695-5450

(please show this invoice number on all payments)

Project: Southeast Aurora Rec. Center Upland

Sold To:  
Landtech Contractors  
525 Laredo Street  
Aurora, CO 80011

Will Call:  
Landtech Contractors

<b>Terms:</b> Net 30	<b>Customer P.O.:</b>	<b>Ordered By:</b>	<b>Phone Number:</b>	<b>Customer Number:</b> CO120011
<b>Shipper:</b> Will Call	<b>Freight: Prepaid/Collect</b>	<b>FOB:</b>	<b>Sales Rep:</b> Miranda McCutchen	<b>Date Shipped:</b>

Quantity Shipped						
Pricing	PLS	Bulk	Description	Variety	Price	Total
*** MIX # 230615 Southeast Aurora Rec. Center Upland ***						
PLS #	5.25	5.25	Andropogon hallii Sand bluestem	Chet		
PLS #	14.25	14.25	Bouteloua curtipendula Sideoats grama	Butte		
PLS #	6.00	6.00	Buchloe dactyloides Buffalograss	Texoka Trt		
PLS #	4.50	4.50	Calamovilfa longifolia Prairie sandreed	Goshen		
PLS #	6.00	6.00	Panicum virgatum Switchgrass	Dacotah		
PLS #	7.50	7.50	Pascopyrum smithii Western wheatgrass	VNS		
PLS #	4.50	4.50	Schizachyrium scoparium Bluestem, Little	Cimarron		
PLS #	3.00	3.00	Sporobolus cryptandrus Sand dropseed	VNS		
PLS #	3.00	3.00	Nassella viridula Green needlegrass	Lodorm		

\*\*\* Mix continued on next page \*\*\*

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**QUOTE**

Invoice Date:  
11-Aug-22

Invoice Number: **529251**

490 East 76<sup>th</sup> Ave., Unit A  
Denver, Colorado 80229  
Toll Free (888) 577-5650  
Fax (888) 695-5450

(please show this invoice number on all payments)

Project: Southeast Aurora Rec. Center Upland

Pricing	Quantity Shipped	Description	Variety	Price	Total
	PLS Bulk				
<b>MIX SUBTOTAL (1.5 Acre @ \$ 404.9867 Per Acre):</b>					<b>\$ 607.48</b>

Notes:

<b>Subtotal:</b>	<b>607.48</b>
<b>Freight:</b>	<b>0.00</b>
<b>Sales Tax:</b>	<b>Tax Exempt</b>
<b>GRAND TOTAL:</b>	<b>\$ 607.48</b>
PLEASE PAY PER THIS INVOICE. NO STATEMENT WILL BE SENT.	

**Please read the reverse side of this form carefully.** The terms and conditions of sale set forth on both sides of this form constitute the entire agreement between Seller and Buyer. All purchases of products by Buyer shall be governed and subject to the terms and conditions of sale set forth on the reverse side hereof, as in effect from time to time, and nothing contained in any product order of buyer shall in any way modify such terms and conditions of sale or add any additional terms and conditions unless agreed upon in writing by a corporate officer of Granite Seed. Any additional or inconsistent terms and conditions of any product order of Buyer shall be deemed stricken from such order and each product order shall be deemed to incorporate all of these terms and conditions of sale. Acceptance by Buyer of these terms and conditions is acknowledged by either (1) Buyer's signature set forth herein, or (2) receipt by Buyer of delivery of the products described here in and failure by Buyer to return such products within five (5) days following such delivery.



Colorado Materials, Inc.  
 PO Box 1092  
 Longmont CO 80502  
 United States

# Quote

#QT605031  
 Date 08/11/2022

Billing Address  
 Landtech  
 525 N Laredo Street  
 Aurora CO 80011  
 United States

Ship To Address  
 Landtech Contractors, Inc  
 25400 East Alexander Dr  
 Aurora CO 80116  
 United States

Expires	Sales Rep	Job Name	On-Site Contact
11/09/2022	Ryan Lounello	SEARC	Mitchell Edwards

Quantity	Unit	Item	Memo	Rate	Amount
132		CMI Silver Class 2 Compost		\$24.05	\$3,174.60
7	EA	Delivery Flat Rate		\$185.00	\$1,295.00

<b>Subtotal</b>	\$4,469.60
<b>Tax Total (0%)</b>	\$0.00
<b>Total</b>	\$4,469.60



QT605031

<b>PROJECT :</b>				Prepared By : HADEN BROWN HADEN@TRITONENVIRO.COM 720-766-7916
<b>MATERIALS</b>	<b>QNTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
Ecofiber / Profile Wood 50# bag	61	bag	\$ 19.50	\$ 1,189.50
				\$ -
Plantago Tack 50# bag	5	bag	\$ 48.50	\$ 242.50
				\$ -
			<b>Estimated Total :</b>	<b>\$ 1,432.00</b>

QUOTE IS VALID FOR 30 DAYS. ALL MATERIALS ARE QUOTED FOR ESTIMATING PURPOSES ONLY AND IS NOT A GUARANTEE OF COST FOR MATERIALS AND SERVICES. TOTALS WILL NEED VERIFICATION BEFORE ORDERING. SPECIAL ORDER ITEMS ARE SUBJECT TO RE-STOCK FEE, OR NOT RETURNABLE





525 Laredo Street Aurora, CO 80011  
303.344.4465 (fax) 303.344-4669

10.06.2022

**Project:** Southeast Aurora Recreation Center  
**RE:** Bid Bulletin 05, 17 and Stockpile Area – Irrigation Usage Statement

To whom it may concern,

**Existing Irrigation System**

The current irrigation system has 81 zones, including four zones for temporary irrigation. Native seed establishment requires fifteen minutes of water per day. 81 zones watered at fifteen minutes per day equals 1,215 minutes. The existing irrigation can water all zones for 15 minutes within 24 hours.

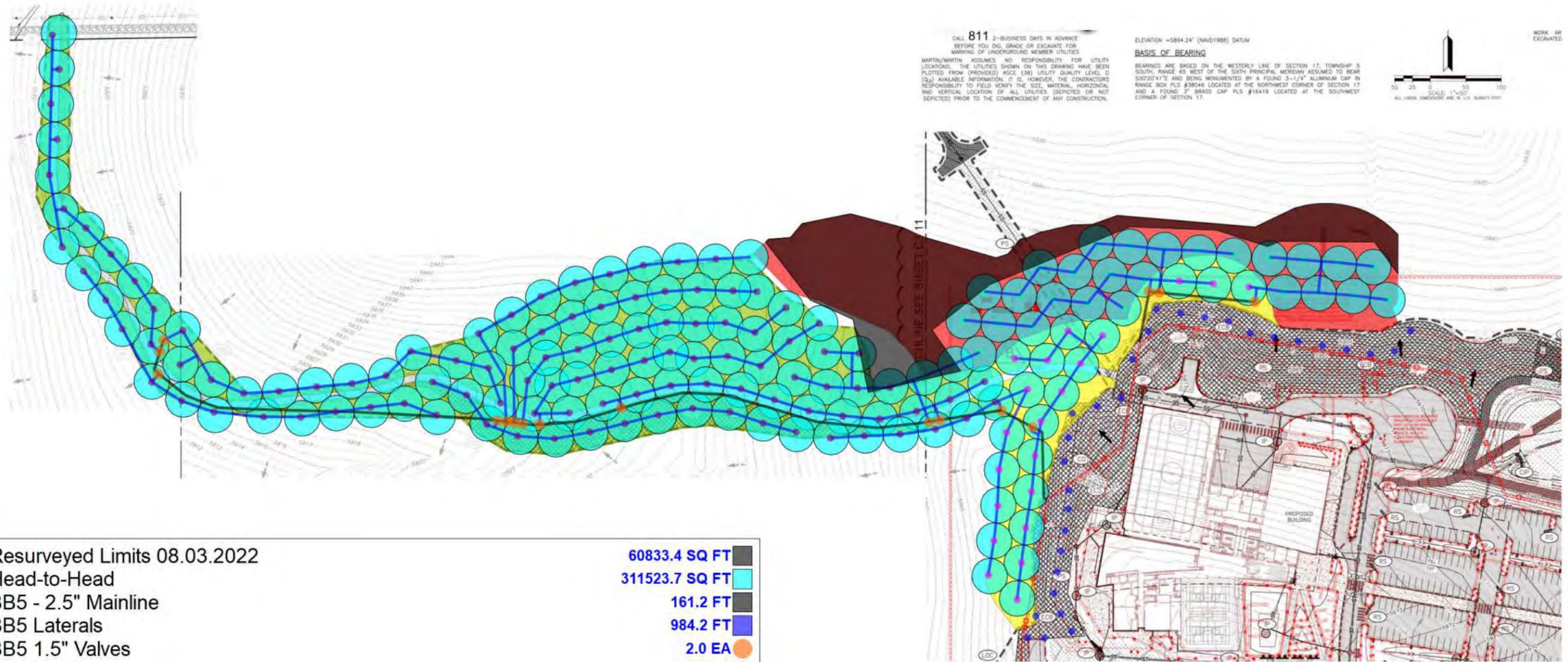
The additional four zones for temporary use will be canceled in spring, leaving 77 zones. 77 zones watered at fifteen minutes per day equals 1,155 minutes. The future system will not be required to water native seed daily and will accommodate more valves.

**Suggested Temporary Irrigation System**

The temporary irrigation system suggested for Bid Bulletin 05, 17 and the stockpile area will require 16 zones. Sixteen zones at fifteen minutes per day equal 240 minutes. There are 1,440 minutes per day. If the existing 77 zones, in addition to the 16 zones, were required for temporary irrigation run altogether, this equals 1,395 minutes leaving an additional 45 minutes of use should the system require water elsewhere.

The irrigation system can successfully accommodate the additional 16 zones required to establish the native seed for Bid Bulletin 05, 17, and the stockpile area. Once these areas are established, the temporary irrigation system is removed.

Respectfully submitted,  
**Landtech Contractors, Inc.**  
Mitchell Edwards  
Project Manager



Resurveyed Limits 08.03.2022	60833.4 SQ FT
Head-to-Head	311523.7 SQ FT
BB5 - 2.5" Mainline	161.2 FT
BB5 Laterals	984.2 FT
BB5 1.5" Valves	2.0 EA
BB5 Heads	21.0 EA
BB 17 - 2.5" Mainline	1262.4 FT
BB17 Laterals	5455.4 FT
BB17 1.5" Valves	11.0 EA
BB17 Heads	111.0 EA
Stockpile - 2.5" Mainline	221.9 FT
Stockpile 1.5" Valves	3.0 EA
Stockpile Laterals	1348.2 FT
Stockpile Heads	29.0 EA



# Distributors

CPS DISTRIBUTORS - WESTMINSTER  
 1105 W 122nd AVE  
 WESTMINSTER, CO 80234  
 FAX: (303)-350-3237  
 Phone: (303)-350-3236

<b>QUOTE</b>
<b>0008197708</b>

**Account:** 12030100 0225  
**Branch:** CPSWEST  
**Phone:** (303)-344-4465  
**Fax:** (303)-344-1518

**Bill To:** LANDTECH CONTRACTORS INC  
 525 N LAREDO ST  
 AURORA, CO 80011

**Ship To:** LANDTECH CONTRACTORS INC  
 26791 EAST QUINCY AVENUE  
 21-125 SOUTHEAST AREA MAINTENA  
 AURORA, CO 80016

<b>PO:</b> Temp syst	<b>Ref:</b>	<b>Job:</b>
<b>Exp Delv Date:</b> 11/07/22	<b>Sales:</b> B GULLY	<b>Type:</b> WHSE
<b>Activation Date:</b> 09/27/22	<b>Agents:</b> E FAGERLUND	<b>Ship Via:</b> OUR TRUCK
<b>Close Date:</b> 10/27/22	<b>B GULLY</b>	<b>Quoted For:</b> Mitch
		<b>Quoted By:</b> BG200049

QUANTITY	UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
1800	FT	BEP025CL200 2-1/2" PVC PIPE CL 200 BE Supp#: 46410	1.8843/FT	
8000	FT	BEP015CL200 1-1/2" PVC PIPE CL 200 BE Supp#: 46285	0.7898/FT	
20	EA	WCMAXDW15 1-1/2" WEATHEMATIC 1-1/2" BLK GLOBE VLV W/FC BLACK MAX Supp#: MAX-DW-15	85.9325/EA	
160	EA	HTRI2006SS 6" HUNTER I-20 6" PC/FC ROTOR W/SS CV Supp#: I2006SS	24.9969/EA	
16	EA	WTPWT2WH201VD WEATHERTRAK H2O SINGLE STA DECODER Supp#: WT2W-H2O-1VD	129.4564/EA	
3	EA	WTPWT2WH2OSA WEATHERTRAK H2O SURGE ARRESTOR Supp#: WT2W-H2O-SA	97.4730/EA	
2500	FT	WIC1402MC2500BL 2500' IRR 14/2 RB MAXI JACKETED BLUE 14MC45 Supp#: 14MC45	0.4119/FT	
16	EA	S4PTSSF291 2-1/2" X 1-1/2" SCH 40 PVC TEE SXSXF 402-291 SCH 40 PVC TEE 2-1/2*2- 1/2*1-1/2 S*S*F 402-291 Supp#: 402-291	9.3867/EA	

**Distributors**

CPS DISTRIBUTORS - WESTMINSTER  
 1105 W 122nd AVE  
 WESTMINSTER, CO 80234  
 FAX: (303)-350-3237  
 Phone: (303)-350-3236

**QUOTE****0008197708**

**Account:** 12030100 0225  
**Branch:** CPSWEST  
**Phone:** (303)-344-4465  
**Fax:** (303)-344-1518

**Bill To:** LANDTECH CONTRACTORS INC  
 525 N LAREDO ST  
 AURORA, CO 80011

**Ship To:** LANDTECH CONTRACTORS INC  
 26791 EAST QUINCY AVENUE  
 21-125 SOUTHEAST AREA MAINTENA  
 AURORA, CO 80016

Page 2 of 2

QUANTITY		UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
<b>PO:</b> Temp syst <b>Ref:</b> <b>Job:</b> <b>Exp Delv Date:</b> 11/07/22 <b>Sales:</b> B GULLY <b>Type:</b> WHSE <b>Ship Via:</b> OUR TRUCK <b>Activation Date:</b> 09/27/22 <b>Agents:</b> E FAGERLUND <b>Quoted For:</b> Mitch <b>Close Date:</b> 10/27/22 <b>B GULLY</b> <b>Quoted By:</b> BG200049					
161	EA		S4PTSSF210                      1-1/2" X 1-1/2" X 3/4" SCH 40 PVC TEE SXSXF 402-210 SCH 40 PVC TEE 1-1/2* 1-1/2*3/4 S*S*F 402-210 SCH 40 PVC REDUCER TEE SLIP X FIPT 1-1/2IN X 3/4IN Supp#: 402-210	3.4328/EA	
16	EA		NPP015X12                      1-1/2" X 12" NIPPLE PVC SCH 80 TBE Supp#: NPX0712	2.7503/EA	
161	EA		NPP007X12                      3/4" X 12" NIPPLE PVC SCH 80 TBE Supp#: NPX0412	1.10/EA	
Subtotal					19,745.73
DELIVERY CHARGE					30.00
<p>This quotation is good for 10 days from the date it was issued. Any applicable sales taxes shown are only estimates. We guarantee unit prices only and CPS is not responsible for conditions beyond our control including, but not limited to, manufacturers' shipping schedules. Shipping dates are approximate. Part numbers denoted N/S are Non-Stock items and will require additional lead time. Delivered orders may be subject to additional delivery fees.</p>					

**Payment Terms:**  
 NET 90

**Total:****\$19,775.73**

LandTech revised on 1/18/23 per COA request. See backup for hydrant usage. LandTech is not charging monthly service charge, only usage. LandTech has also added equipment rate backup. Note that LandTech used a 2006 Ford F650 with a 1700 Gallon Hydromulch Tank. This is a very specific piece of equipment that LandTech owns, making it difficult to find in BlueBook/Equipment Watch, but they have provided the closest comparison from other rental companies to justify cost.  
-KJR SCI

# Change Order Request



**Project:** Southeast Aurora Recreation Center  
**Date:** ~~12.22.2022~~  
 01.18.2023

COR#	16_revised
From	Mitchell Edwards
Title	Project Manager

**Work Description:**  
 Water Truck

Item Description	Labor Hours	Labor Total	Mat Total	Equip Hours	Equip Total	Total
09.23.2022						
Mobilization		\$ -	\$ -	4	\$ 580.00	\$ 580.00
1700 Gallon Hydromulch Truck <i>2006 Ford F650</i>		\$ -	\$ -	7	\$ 1,015.00	\$ 1,015.00
Foreman	3	\$ 165.00	\$ -		\$ -	\$ 165.00
Laborer	14	\$ 616.00	\$ -		\$ -	\$ 616.00
Water @ 22,000 gallons		\$ -	\$215.60		\$ -	\$215.60
09.30.2022						
Mobilization		\$ -	\$ -	4	\$ 580.00	\$ 580.00
1700 Gallon Hydromulch Truck <i>2006 Ford F650</i>		\$ -	\$ -	6	\$ 870.00	\$ 870.00
Foreman	3	\$ 165.00	\$ -		\$ -	\$ 165.00
Laborer	12	\$ 528.00	\$ -		\$ -	\$ 528.00
Water @ 22,000 gallons		\$ -	\$215.60		\$ -	\$215.60
10.14.2022 / 10.17.2022 / 10.18.2022						
Mobilization				4	\$ 580.00	
1700 Gallon Hydromulch Truck <i>2006 Ford F650</i>		\$ -	\$ -	17	\$ 2,465.00	\$ 2,465.00
Foreman	13	\$ 715.00	\$ -		\$ -	\$ 715.00
Laborer	34	\$ 1,496.00	\$ -		\$ -	\$ 1,496.00
Water @ 36,000 gallons		\$ -	\$352.80		\$ -	\$352.80
<b>Grand Total</b>						<b>\$9,979.00</b>

Landtech Signature

Customer Signature

Landtech Contractors, Inc.  
 Denver Headquarters  
 525 Laredo Street  
 Aurora, CO 80011  
 Direct: 303.344.4465

Landtech Contractors  
 Colorado Springs Division  
 8065 Industry Road  
 Colorado Springs, CO 80915  
 Direct: 719.471.3199

Landtech Contractors  
 Longmont Division  
 10765 Turner Blvd Unit C  
 Longmont, CO 80504  
 Direct: 720.494.9860

[www.landtechcontractors.com](http://www.landtechcontractors.com)  
[www.facebook.com/landtechcontractors](https://www.facebook.com/landtechcontractors)

### DAILY LOG/HORARIO

JOB NAME:/NOMBRE DE TRABAJO: SE AVR REC CENTER DATE/FICHA 09-23-2022  
 JOB NUMBER:/NUMERO DE TRABAJO: 21-113 WEATHER Su M T W TH @ S  
 TRUCK #:/TRUCA: 130 START TIME 7:00 AM STOP TIME 2:00 PM

NAME/NOMBRE	EQUIP #	Code	WO# Type	Per Diem		TOTAL HRS.	Time/No Injury Initials
				Total Hours			
SUPERVISOR							
EMPLOYEE #1 <u>Yonatan Sanchez</u>			<u>C.O</u>			<u>3</u>	<u>Y.S</u>
EMPLOYEE #2 <u>Edgar Morales</u>						<u>7</u>	<u>E.M</u>
EMPLOYEE #3 <u>J. Octavio Alfaro</u>						<u>7</u>	<u>J.O</u>
EMPLOYEE #4							
EMPLOYEE #5							
EMPLOYEE #6							
EMPLOYEE #7							
EMPLOYEE #8							
CODE TOTAL HOURS:						<u>17</u>	<u>17</u>

Codes: CR - Contract      TM - Time & Material      CO - Change Order      WA - Warranty

NEW HIRE: \_\_\_\_\_ Date/Fecha: \_\_\_\_\_  
 NUEVOS EMPLEADOS: \_\_\_\_\_ Date/Fecha: \_\_\_\_\_  
 FIRED/QUIT: \_\_\_\_\_ Date/Fecha: \_\_\_\_\_ Reason: \_\_\_\_\_  
 DESPIDIDO: \_\_\_\_\_ Date/Fecha: \_\_\_\_\_ Reason: \_\_\_\_\_

REMEMBER TO PUT EQUIPMENT HOURS.	EQUIP #	TRUCK #	WO# TYPE CODE					TOTAL HRS.
	<u>T40 - Water Truck</u>		<u>C.O</u>					<u>7</u>
TOTAL HOURS:								<u>7</u>

MATERIALS FOR CO or TM \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DISCUSSION WITH: \_\_\_\_\_  
 DISCUSION CON: \_\_\_\_\_ REGARDING: \_\_\_\_\_

ACTIVITIES:/ACTIVIDADES:  
 ON CONTRACT: we irrigate the seed area that does not have irrigation  
 ON TM/CO/WA/BC: \_\_\_\_\_

PROBLEMS:/PROBLEMAS: \_\_\_\_\_  
 RESOLVED OR UNRESOLVED: RESOLVED (see) 9/26/22  
 MACHINERY GREASED & MAINT. BY: \_\_\_\_\_  
 SERVICE REQUIRED ON UNIT# \_\_\_\_\_ PROBLEM: \_\_\_\_\_

## DAILY LOG / HORARIO

JOB NAME / NOMBRE DEL TRABAJO: SE AJR REC CENTER DATE / FECHA: 04-30-22  
 JOB NUMBER / NUMERO DEL TRABAJO: 21-113 Su M T W Th **(F)** Sa  
 TRUCK / TRUCA #: 130 START TIME: 7:00 AM STOP TIME: 1:30 PM

Codes: CR - Contract TM - Time & Material CO - Change Order WA - Warranty

**LABOR HOURS:**

NAME / NOMBRE	EQUIP #	CODE	WO#					TOTAL HOURS:	TIME / NO INJURY INITIAL:
			TYPE						
SUPERVISOR:									
EMPLOYEE #1: <u>Yonatan Sanchez</u>			<u>3</u>				<u>3</u>	<u>Y.S</u>	
EMPLOYEE #2: <u>Edgar morales</u>			<u>6</u>				<u>6</u>	<u>E.M</u>	
EMPLOYEE #3: <u>octavo alfaro</u>			<u>6</u>				<u>6</u>	<u>O.A</u>	
EMPLOYEE #4:									
EMPLOYEE #5:									
EMPLOYEE #6:									
EMPLOYEE #7:									
EMPLOYEE #8:			<u>15</u>				<u>15</u>		
<b>CODE TOTAL HOURS:</b>									

**EQUIPMENT HOURS:**

EQUIPMENT NUMBER AND TYPE	CODE	WO#					TOTAL HOURS:
		TYPE					
TRUCK #1: <u>T40 - water truck</u>		<u>6</u>					<u>6</u>
TRUCK #2:							
TRUCK #3:							
EQUIPMENT / TRUCK #4:							
<b>EQUIPMENT TOTAL HOURS:</b>							<u>6</u>

MATERIALS / MATERIALES:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ACTIVITIES / ACTIVIDADES -

ON CONTRACT:

irrigation with water in seed areas where there is no irrigation

ON TM / CO / WA / BC:

COMMENTS / COMENTARIOS:

Act 7 (SC)

MACHINERY MAINTENANCE COMPLETED BY:

SERVICE REQUIRED ON UNIT #:

DAILY LOG/HORARIO

10-18-2022  
10-17-2022

JOB NAME:/NOMBRE DE TRABAJO: SE AVE REC CENTER DATE/FI CHA 10-14-2022  
 JOB NUMBER:/NUMERO DE TRABAJO: 21-113 WEATHER \_\_\_\_\_ Su M T W TH F S  
 TRUCK #:/TRUCA: 130 START TIME 7:00 AM STOP TIME \_\_\_\_\_

NAME/NOMBRE	EQUIP #	WO# Type Code					Per Diem	TOTAL HRS.	Time/No Injury Initials
							Total Hours		
SUPERVISOR									
EMPLOYEE #1 <u>Yonatan Sanchez</u>		<u>E.O 400</u>	<u>4</u>	<u>9</u>			<u>13</u>	<u>Y.S</u>	
EMPLOYEE #2 <u>Edgar Morales</u>			<u>8</u>	<u>9</u>	<u>6</u>		<u>23</u>	<u>E.M</u>	
EMPLOYEE #3 <u>Jose Gutierrez</u>			<u>8</u>	<u>9</u>	<u>6</u>		<u>23</u>	<u>J.G</u>	
EMPLOYEE #4									
EMPLOYEE #5									
EMPLOYEE #6									
EMPLOYEE #7									
EMPLOYEE #8									
CODE TOTAL HOURS:							<u>59</u>		

Codes: CR - Contract    TM - Time & Material    CO - Change Order    WA - Warranty

NEW HIRE:  
 NUEVOS EMPLEADOS: \_\_\_\_\_ Date/Fecha: \_\_\_\_\_  
 \_\_\_\_\_ Date/Fecha: \_\_\_\_\_

FIRED/QUIT:  
 DESPIDIDO: \_\_\_\_\_ Date/Fecha: \_\_\_\_\_ Reason: \_\_\_\_\_  
 \_\_\_\_\_ Date/Fecha: \_\_\_\_\_ Reason: \_\_\_\_\_

	WO#					TOTAL HRS.
REMEMBER TO PUT EQUIPMENT HOURS.	TYPE					
	CODE					
EQUIP. #1 <u>T40-water Truck</u>		<u>8</u>	<u>8</u>			<u>16</u>
EQUIP. #2						
EQUIP. #3						
TRUCK #1						
TRUCK #2						
TOTAL HOURS:						<u>17</u>

MATERIALS FOR CO or TM  
 \_\_\_\_\_  
 \_\_\_\_\_

THESE HOURS ARE ASSOCIATED WITH RESEEDING AND NOPT PART OF THIS CHANGE ORDER REQUEST

ACTIVITIES:/ACTIVIDADES:  
 ON CONTRACT: Seed irrigation in areas where there is no irrigation and replanting in areas where there is no seed North/west

ON TM/CO/WA/BC: \_\_\_\_\_

PROBLEMS:/PROBLEMAS:  
 \_\_\_\_\_

RESOLVED OR UNRESOLVED: Resolved Dan Evango 10/20/2022

MACHINERY GREASED & MAINT. BY: \_\_\_\_\_  
 SERVICE REQUIRED ON UNIT# \_\_\_\_\_ PROBLEM: \_\_\_\_\_

**WATER** *Pa ce 12436*  
 15151 E. Alameda Parkway, Ste. 1200 | Aurora, CO 80012  
*date 10.6.22*

**Account Summary**

Bill Date	10/13/22
Previous Bill	\$748.19
Past Due:	\$748.19
Current Bill	\$508.16
Current Bill Due Date	11/02/22
<b>Total Amount Due</b>	<b>\$1,256.35</b>

**Account Information**  
 Account Number: **A030958**  
 LAND TECH CONTRACTORS (H)  
 21200010 HYDRANT ST 07J 55  
 Billing Cycle: 31

Customer Service (7:30-5 M-F)  
 303.739.7388  
 All accounts not paid by due date  
 are subject to a 5% late fee  
 Email: [aurorawater@auroragov.org](mailto:aurorawater@auroragov.org)

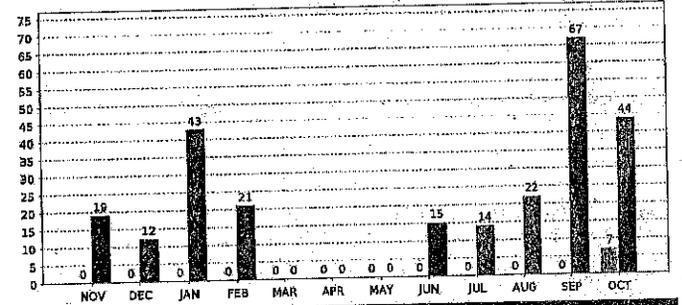
Online: [www.auroragov.org/residents/water](http://www.auroragov.org/residents/water)  
 Twitter: @AuroraWater  
 Facebook: AuroraWater  
**RECEIVED**  
**OCT 14 2022**

Current Charges	Rate	Usage	Total
Hydrant Monthly Svc Chg			\$76.96
Hydrant Usage Chg	\$9.80	44 KGAL	\$431.20
<b>Total Current Charges</b>			<b>\$508.16</b>

**Usage Profile** (KGAL = 1000 gallons)

Last Year	Last Month	This Month
7 KGAL	67 KGAL	44 KGAL

■ Previous Year ■ Current Year



**Meter Readings**

Rate	Read Dates	Days
Hydrant	09/14/22-10/12/22	28
Meter	Previous Read	Current Read
21200010	350	394



RECEIVED NOV 15



**AURORA  
WATER**

15151 E. Alameda Parkway, Ste. 1200 | Aurora, CO 80012

**Account Summary**

Bill Date	11/14/22
Previous Bill	\$1,256.35
Total Payments	-\$1,256.35
Current Bill	\$429.76
Current Bill Due Date	12/05/22
<b>Total Amount Due</b>	<b>\$429.76</b>

**Account Information**

Account Number **A030958**  
 LAND TECH CONTRACTORS (H)  
 21200010 HYDRANT ST 07J 55  
 Billing Cycle: 31

Customer Service (7:30-5 M-F)  
 303.739.7388

**All accounts not paid by due date are subject to a 5% late fee**

Email  
 aurorawater@auroragov.org

Online  
[www.auroragov.org/residents/water](http://www.auroragov.org/residents/water)

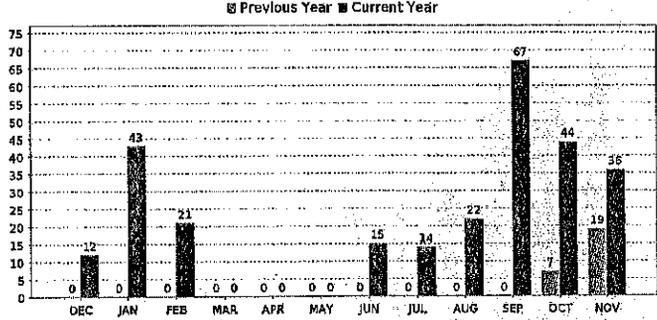
Twitter  
 @AuroraWater

Facebook  
 AuroraWater

Current Charges	Rate	Usage	Total
Hydrant Monthly Svc Chg			\$76.96
Hydrant Usage Chg	\$9.80	36 KGAL	\$352.80
<b>Total Current Charges</b>			<b>\$429.76</b>

**Usage Profile (KGAL = 1000 gallons)**

Last Year	Last Month	This Month
19 KGAL	44 KGAL	36 KGAL



**Meter Readings**

Rate	Read Dates	Days
Hydrant	10/12/22-11/14/22	33
Meter	Previous Read	Current Read
21200010	394	430



**Message Board**

We know you have better things to spend money on, so avoid sewer backups by not disposing of grease and oil or scraping food down the drain. And those so-called "flushable" wipes can cause some serious damage to your pipes and wallet; throw them in the trash instead.

Please return bottom portion along with your payment to City of Aurora Water Department.

together. Contact me today to get started.

Diana Denwood  
 Senior Water Conservation Specialist  
 Aurora Water  
 720-859-4407  
 ddenwood@auroragov.org

You can view your water use and set leak alerts by creating an account in the new Aurora Water customer portal, EyeOnWater, at EyeOnWater.com/signup. The portal is available through a website and a smart phone app. If you need help setting up your EyeOnWater account, call Aurora Water Billing at 303.739.7388.



# HYDRANT EMAIL PERMIT



**AURORA WATER**

303-326-8083

**Permit # 2504-22**

**Permit Exp. 10/12/22**  
**Date:**

**Meter # 21200010**  
**Location: 25400 E ALEXANDER DR**

**Hydrant # 22W-12**

**Company: LAND TECH CONTRACTORS (H)**

**Contact: ADAM MITOCKY**

**Phone: 720-749-0178**

**\* All information must be filled in for Permit to be Valid. \***

The City of Aurora, Aurora Water, Field Service Section, hereby grants the applicant permission to withdraw water from the above listed hydrant only.

This permit is expressly conditional upon the applicant conforming to the following regulations, and any violations thereof shall be cause for Permit revocation, and/or subject the holder to the penalties provided in the Aurora City Code, Section 39-72 & 138-156.

Permit holder shall have this permit displayed whenever water is being withdrawn from a City of Aurora hydrant.

Permit Holder shall not alter the meter or associated connections and shall be responsible for any damage to the fire hydrant or hydrant meter resulting from the use of said hydrant or meter.

The use of the above listed hydrant, by the permit holder, shall in no way enlarge the liability of the City of Aurora or the Aurora Water Department.

Proper precautions shall be taken (air gap separation or backflow prevention device) to prevent any possible contamination of the city of Aurora Water System that could be caused by said use of hydrant.

Only an approved fire hydrant wrench shall be used on any City of Aurora fire hydrant.

I have read and agree to all terms of this permit. I have read, understand, and will abide by the information presented in the installation instructions and backflow requirements.

**\*\*Email photo of permit and current meter read:**

**hydrants@auroragov.org**  
**Prior to permit expiration.**

**Date: 09/13/22**

**Meter Number: 21200010**  
**Customer Account: 204693-187464**  
**Fire Meter: Y**  
**Wrench? N**  
**Reading: 350**



# HYDRANT PERMIT



**Permit #** 0000000010

**Permit Exp Date:** November 10, 2022

**Meter #:** 21200010

**Hydrant #** 22W-12

**Cross Street:** 25400 E ALEXANDER DR

**Company:** LAND TECH CONTRACTORS (H)

**Contact:** ADAM MITOCKY

**Phone:** +13033444465

The City of Aurora, Aurora Water, Field Service Section, hereby grants the applicant permission to withdraw water from the above listed hydrant only.

This permit is expressly conditional upon the applicant conforming to the following regulations, any violations thereof shall be cause for Permit Revocation, and/or subject the holder to the penalties provided in the Aurora City Code, Section 39-72 & 138-156.

Permit Holder shall have this permit displayed whenever water is being withdrawn from a City of Aurora hydrant.

Permit Holder shall not alter the meter or associated connections and shall be responsible for any damage to the fire hydrant or hydrant meter resulting from the use of said hydrant meter.

The use of the above listed hydrant by the permit holder, shall in no way enlarge the liability of the City of Aurora or the Aurora Water department.

Proper precautions shall be taken (air gap separation or backflow prevention device) to prevent any possible contamination of the city of Aurora Water System that could be caused by said use of hydrant.

Only an approved fire hydrant wrench shall be used on any City of Aurora Fire hydrant.

I have read any agree to all terms of this permit. I have read, understand, and will abide by the information presented in the installation instructions and backflow requirements.

Email photo of permit and current meter read prior to permit expiration.  
[hydrants@auroragov.org](mailto:hydrants@auroragov.org)

**Date:** October 12, 2022

Meter Number: 21200010

Customer Account: A030958

Fire Meter: Y

Wrench: N

Reading: 394

Ask about our Weekend & Holiday Discount Rate [\(513\) 271-RENT](#)



Search | Call: [513-271-RENT \(7368\)](tel:513-271-7368)

[Sales](#) [Rentals](#) [Policies](#) [Parts](#) [Service](#) [Financing](#) [Contact Us](#)



## HYDROSEEDER 4000GAL

Please Call For Pricing

Code: HS-  
Call  
4000 GALLON, TRUCK MOUNT WI/OPERATOR

Rental Length	
Day	Clear

\$2,500.00

[Request Rental](#)

SKU: N/A Categories: Lawn & Landscape, Lawn/Landscape Install, Rental

Description Additional information

### DESCRIPTION

Code: HS- Call 4000 GALLON, TRUCK MOUNT WI/OPERATOR

### RELATED PRODUCTS



[Home](#) > [Trucks and Trailers](#) > [Water Trucks](#)



## 4,000 gal. Water Truck, Diesel 6x6

Water Trucks | 659-6052

[Telematics](#)

This water truck for rent can be filled from a creek to enable access to firefighting situations or from a city hydrant. With five spray heads, it enables continuous dust control over several feet of coverage. The 4,000 gal. water truck, diesel 6x6, comes with safety features that include a backup camera and in-cab controls. The unit comes from Freightliner, a trusted leader in construction trucks. With telematics, scheduling and fleet management become streamlined.



[Need help selecting gear for your needs?](#)

Jobsite Location	Rental Duration	<a href="#">Change</a>
80011	02/06/2023 07:00 AM - 02/07/2023 07:00 AM	
Servicing Branch	Quantity	

### Pricing

**\$1,600.00/day** **\$4,000.00/week** **\$10,000.00/month**

[Sign in](#) to see your contract rates

### Estimated Total Rental Rate

**\$1,600.00**

[Add to Cart](#)


[Rent](#)
[Buy](#)
[Total Control](#)
[Locations](#)
[Training](#)
[Solutions](#)
[Services](#)
[Safety](#)
[Company](#)
[Careers](#)
[Equipment](#) > [Trucks & Trailers](#) > [Trucks](#) > [Water Truck, 4,000-4,999 Gal., Diesel Powered](#)


Cat Class Code: 953-2227



## Water Truck, 4,000-4,999 Gal., Diesel Powered

United Rentals offers large-haul water trucks for dust control, cleaning and other water needs. This 4,000-gal. water truck is rated up to 56,000 lbs. There are various water systems available, including hose and spray systems. Hydrant and reservoir fill are available.

- Store up to 4,999 gallons
- Up to 350 horsepower engine
- GVWR up to 56,000 lbs.
- Various water systems available
- Uses: Ideal for dust control, cleaning and other commercial, heavy-duty water needs
- This is oversized equipment. View permit information below.

### Pricing

<b>WEB RATE</b>	Daily	Weekly	Monthly
	\$2,035	\$3,858	\$7,187

You are viewing equipment rates for [Aurora, CO 80011](#)

**Disclaimer:** Please be advised that this is oversized equipment and that it may require a governmental permit and/or additional delivery costs (collect the "Permit Fee"). The Permit Fee is not included in estimated rental fees. The Permit Fee may vary depending on the location and size or weight of the oversized equipment. United Rentals will advise Customer of the applicable Permit Fee.

## RENTAL REQUEST

Total Estimated Price  
**\$1,110**

[CONTINUE REQUEST](#)

\*This estimate is for the base rental charge only. Other fees and charges may apply and will be calculated at the time of rental.

### WATER TRUCK - 5000 GAL



#### RENTAL DATES

Start Date : 02/06/2023

Est. End Date : 02/07/2023

QUANTITY: 1

NOTES:

**\$1,110** Daily

**\$3,090** Weekly

**\$8,660** Monthly

[Edit](#)

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

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

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

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

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

**General Business**

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

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

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

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

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

### **Final Ordinances**

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

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

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

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

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

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

### 10. **RESOLUTIONS**

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

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

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

### 11. **PUBLIC HEARING WITH RELATED ORDINANCE**

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

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

- g. Consideration to AWARD A SINGLE SOURCE CONTRACT to C&L Water Solutions, Littleton, CO in the amount of \$131,122.00 for the construction of Alameda 21 Inch Sewer Repair Project.  
**Presenter:** Swirvine Nyirenda, Principal Engineer, Aurora Water
- h. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Carollo Engineers, Littleton, Colorado in the amount of \$36,609.00 to upgrade existing 3rd party Programmable Logic Control (PLC) panels to be standardized and communicate in a manner consistent with the recently completed PLC panel upgrades of the Wemlinger PLC Conversion and Improvements Project.  
**Presenter:** Sarah Young, Deputy Director Water Planning/Engineering, Aurora Water
- i. Consideration to AWARD A SINGLE SOURCE CONTRACT to Fast Hosting Services LLC, Centennial, CO in the amount of \$573,000.00 for the annual subscription on the Tax Management Software System for the Finance Department through September 2020.  
**Presenter:** Aleta Jeffress, Chief Info & Digital Officer, Information Technology
- j. Consideration to AWARD AN OPENLY SOLICITED CONTRACT for Construction Manager/General Manager (CM/GC) services for the Southeast Recreation Center to Saunders Construction, Inc., Centennial, Colorado in the amount of \$73,430.00, R-5727A.  
**Presenter:** Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- k. Consideration to AWARD A SINGLE SOURCE CONTRACT to Life-Assist, Inc., Rancho Cordova, California in the not-to-exceed amount of \$100,000.00 for the purchase of EMS supplies as required from October 1, 2019 through September 30, 2020.  
**Presenter:** Mathew Wasserburger, Assistant Director of Fire Management Services, Fire
- l. Consideration to AWARD AN OPENLY SOLICITED CONTRACT for design/build services for the replacement of tube heaters at the City's North Satellite Cold Storage Building, and at Fire Stations 2 and 8 to Colorado Mechanical Systems, Inc. Centennial, Colorado in the amount of \$220,800.00, R-5726A.  
**Presenter:** Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- m. Consideration to AWARD A SOLE SOURCE CONTRACT to Hach Company, Loveland, Colorado in the not-to-exceed amount of \$195,000.00 for the purchase of water quality monitoring equipment and supplies for the Water Department as required through August 31, 2020.  
**Presenter:** Bobby Oligo, Manager of Water Treatment, Aurora Water
- n. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Goodland Construction Inc, Golden, Colorado in the amount of \$1,378,058.05 for construction of the Yale Avenue and Xanadu Way Intersection Improvement Project. Project #18042 (**Staff requests a Waiver of Reconsideration**)  
**Presenter:** Matthew Kozakowski, Transportation Project Delivery Manager, Public Works

Motion by Roth, second by Berzins, to approve items 9a – 9n with a waiver of reconsideration of item 9n.

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

- ◆ **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.**

**MINUTES**

**Regular Meeting of the Aurora City Council**

Monday, January 11, 2021

1. **RECONVENE REGULAR MEETING OF JANUARY 11, 2020 AND CALL TO ORDER**

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

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

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Berzins, Bergan, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

Roger Sherman and Andrew Larsen, interpreter, provided call-in instructions for the benefit of the public.

3. **INVOCATION/MOMENT OF SILENCE**

Mayor Coffman called for a moment of silence for all those who lost their lives to and those who suffer with COVID.

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

5. **APPROVAL OF MINUTES**

5.a. November 16, 2020 Minutes

Motion by Marcano, second by Gruber, to approve the minutes of the meeting of November 16, 2020, as presented.

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

5.b. December 7, 2020 Minutes

Motion by Gruber, second by Marcano, to approve the minutes of the meeting of December 7, 2020, as amended.

Council Member Marcano issued a statement of clarification based on advice from staff related to the Mayor Pro Tem votes. He stated Council was told at the meeting they could abstain from the vote but were later told they could not, therefore, he stated his intent was to vote in favor of Council Member Murillo and opposed to the remaining candidates. He noted the clarification did not change the votes but he wanted the statement clarified in the minutes regardless.

Council Member Coombs concurred. She clarified her intent was a no vote where it was listed as abstentions.

- ◆ ***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.***

9. **CONSENT CALENDAR**

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- 9.a. CCWCD Intergovernmental Agreement for Well Augmentation

Alexandra Davis, Deputy Director of Water Resources / Stephanie Neitzel, Assistant City Attorney

- 9.b. Consideration to AWARD THE GUARANTEED MAXIMUM PRICE CONSTRUCTION WORK PACKAGE CONTRACT to Saunders Construction, Inc., Englewood, Colorado in the amount of \$34,200,074.00 for the Southeast Recreation Center (SERC) project; Project No.: 5727A.

Waiver of Reconsideration

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

- 9.c. Consideration to AWARD AN OPENLY SOLICITED contract to Saunders Construction, Englewood, Colorado in the amount of \$94,076,155 for Work Package 3 of the Southeast Aurora Maintenance (SEAM) Facility Project. R-5661A

Elly Watson, Manager Of Business Services, Public Works / David Lathers, Senior Assistant City Attorney

- 9.d. Crestone Water Supply Agreement

Sarah Young, D/D Planning and Engineering, Aurora Water / Christine McKenney, Client Group Manager

Motion by Coombs, second by Gruber, to approve items 9a – 9d.

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

10. **RESOLUTIONS**

- 10.a. Snow Plowing Operations (Blackstone Community)

R2021-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE HIGH PLAINS METROPOLITAN DISTRICT FOR SNOW REMOVAL AND PLOWING OPERATIONS (BLACKSTONE COMMUNITY)

Tom A. McMinimee, PE / Michelle Gardner, Senior Assistant City Attorney

## MINUTES

### Regular Meeting of the Aurora City Council Monday, December 20, 2021

1. **RECONVENE REGULAR MEETING OF DECEMBER 20, 2021, CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council for December 20, 2021, 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

Council Member Jurinsky had connection issues and could not be counted at the time.

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

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

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

5. **APPROVAL OF MINUTES**

5.a. December 6, 2021, Meeting Minutes

Motion by Gardner, second by Zvonek, to approve the minutes of the December 6, 2021, City Council meeting, as amended.

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

6. **PROCLAMATIONS/CEREMONY**

None

7. **PUBLIC INVITED TO BE HEARD**

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.*

(non-agenda related issues only)

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

Council Member Murillo asked staff to address the concerns raised by the speakers as there were ongoing programs in the City related to their concerns.

Mayor Coffman asked staff to obtain the contact information from the speakers and to address the issue at an upcoming study session.

Jason Batchelor, Deputy City Manager, agreed to do so.

8. **ADOPTION OF THE AGENDA**

Motion by Bergan, second by Coombs, to adopt the agenda as presented.

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

9. **CONSENT CALENDAR**

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9.a. Consideration to AWARD CHANGE ORDER NO. 1 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$185,710.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

John Perkins, Senior Project Manager / Brian Rulla, Assistant City Attorney

9.b. Consideration to AWARD CHANGE ORDER NO. 2 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$439,349.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

John Perkins, Senior Project Manager / Brian Rulla, Assistant City Attorney

9.c. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with HDR Engineering, Denver, Colorado in the amount of \$171,800.00 for the Professional Engineering Services for the First Creek Interceptor Segments 1B, 1C & 1D.

Andrea Long, Senior Engineer, Aurora Water / Ian Best, 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.*

## MINUTES

### Regular Meeting of the Aurora City Council Monday, February 28, 2022

1. **RECONVENE REGULAR MEETING OF FEBRUARY 28, 2022, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council for February 28, 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

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

5. **EXECUTIVE SESSION UPDATE**

Mayor Coffman stated that during Executive Session, legal advice was had and discussion on negotiations.

6. **APPROVAL OF MINUTES**

None

7. **PROCLAMATIONS OR CEREMONIES**

None

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda related issues only)

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

◆ *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.*

9. **ADOPTION OF THE AGENDA**

Mayor Coffman requested to move Item 11a after Item 14a. CM Coombs requested to move council reports to the next Study Session of the Aurora City Council.

Motion by Bergan, second by Zvonek, to move item 11a after 14a.

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 AWARD CHANGE ORDER NO. 3 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$222,132.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A

Sponsor: Françoise Bergan, Council Member

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

- 10.b. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Harrell's LLC, Colorado Springs, CO in the amount of \$72,243.10 for spring fertilizers and application services as required by PROS/Golf Division at the city's five golf courses

Doug McNeil, Manager of Golf, PROS / Dave Lathers, Senior Assistant City Attorney

Motion by Bergan, second by Jurinsky, to approve items 10a – 10b.

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

11. **RESOLUTIONS**

- 11.a. Resolution to provide a shelter option for individuals in an unauthorized camp - 2022

R2022-49 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT TO HAVE SUFFICIENT SHELTER OPTIONS FOR INDIVIDUALS AND FAMILIES IN AN UNAUTHORIZED CAMP

Sponsor: Mike Coffman, Mayor

Tim Joyce, 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.*

## MINUTES

### Regular Meeting of the Aurora City Council Monday, March 28, 2022

1. **RECONVENE REGULAR MEETING OF MARCH 28, 2022, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council for March 28, 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

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

5. **EXECUTIVE SESSION UPDATE**

Mayor Coffman stated that during the executive session, council discussed security concerns, collective bargaining, cyber defense posture, and information security authority and responsibility.

Mayor Pro Tem Bergan explained that Mayor and Council received a security threat for the March 28, 2022 council meeting. They discussed possible precautions that could be made such as a restraining order against the person issuing the threats. However, the city attorney stated that there is not enough time to accomplish this. It was then decided to push through with the council meeting virtually. Conversely, this decision was reversed by some council members and it was then decided to hold the meeting in-person. Mayor Pro Tem Bergan explained that she is erring on the side of caution and chose to attend the meeting virtually instead of in-person.

6. **APPROVAL OF MINUTES**

6.a. February 28, 2022, Meeting Minutes

◆ *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.*

Motion by Zvonek, second by Jurinsky, to approve the minutes of the February 28, 2022, City Council meeting, as presented.

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

7. **PROCLAMATIONS OR CEREMONIES**

7.a. National Donate Life Month

Mayor Coffman proclaimed April as National Donate Life Month.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda related issues only)

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

8.a. **Public Invited to be Heard on the 2023 Budget**

Greg Hays, Budget Officer

No member of the public came forward to speak about item 8a.

9. **ADOPTION OF THE AGENDA**

Motion by Bergan to remove item 14b, add item 19g, and to allow the appellant for East Bank to speak under item 16a.

Amendment by Lawson to also move discussion of item 16a after 11e.

Bergan accepted the Lawson Amendment as a friendly amendment. Item 14b will be brought back by staff on April 11, 2022.

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

Voting Nay: Gardner

10. **CONSENT CALENDAR**

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10.a. **Griswold WPF Solids Handling System Improvements Cost Estimating Services**

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

Consideration to AWARD A COMPETITIVELY SOLICITED CONTRACT to Vanir Construction Management, Inc., Sacramento, California in the amount of \$193,620.00 for Cost Estimating Services for the Griswold Water Purification Facility (WPF) Solids Handling System Improvements Project, Project NO. R-2147.

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

- 10.b. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to RN Civil Construction, LLC, Centennial, Colorado in the amount of \$2,354,000.00 for construction of the Stornia Springs PRV Station Improvements Project, Project No. 5862A.**

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

- 10.c. **Consideration to AWARD CHANGE ORDER NO. 4 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$210,750.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.**

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

- 10.d. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Keesen Landscape Management, Inc., Englewood, Colorado in the not-to-exceed amount of \$250,000.00 for abatement services as required through March 31, 2023. (B-4543)**

Sandra Youngman, Manager of Code Enforcement / Dave Lathers, Senior Assistant City Attorney

- 10.e. **Consideration to AWARD A SOLE SOURCE CONTRACT to Motorola, Inc., Westminster, Colorado in the amount of \$726,655.50 for Annual support of the city's P25 radio system used by Public Safety and Public Works through December 31, 2022**

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

Motion by Coombs, second by Marcano, to approve items 10a - 10e.

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

Voting Nay: Jurinsky

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

◆ *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.*

## MINUTES

### Regular Meeting of the Aurora City Council

Monday, May 23, 2022

1. **RECONVENE REGULAR MEETING OF MAY 23, 2022, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council for May 23, 2022, at 6:30 p.m.

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

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

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

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

5. **EXECUTIVE SESSION UPDATE**

Mayor Coffman stated that during the executive session, the council discussed labor negotiations.

6. **APPROVAL OF MINUTES**

6.a. May 9, 2022, Meeting Minutes

Motion by Sundberg, second by Jurinsky, to approve the minutes of the May 9, 2022 City Council meeting, as presented.

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

7. **PROCLAMATIONS OR CEREMONIES**

7.a. Swearing-in of the Court Administrator and Approval of Contract

Staff provided an overview of the contract made between the city of Aurora and Candace Atkinson, the Court Administrator.

◆ *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.*

Motion by Coombs, second by Sundberg, to approve the contract for the Court Administrator.

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

Judge Shawn Day swore in Candace Atkinson as Court Administrator.

7.b. Animal Services – Animal Showcase

Animal Services introduced a Great Pyreneese named Yogi Bear that will be up for adoption.

Mayor Coffman asked for the Animal Services Website. Staff mentioned that it is at [www.auroraanimalshelter.org](http://www.auroraanimalshelter.org) and can also be located through the city’s website.

7.c. Memorial Day – Minute of Silence

Mayor Coffman proclaimed the month of May 30<sup>th</sup>, 2022 at 3:00 PM as Memorial Day Minute of Silence.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda related issues only)

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

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

9. **ADOPTION OF THE AGENDA**

Motion by Marcano, second by Zvonek to adopt the agenda as presented.

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

10. **CONSENT CALENDAR**

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10.a. **Consideration to APPROVE AN AMENDMENT to an agreement for the purchase and sale of water rights and ancillary interests between Minewater Finance, LLC., and Name LLC., and the City of Aurora acting by and through its Utility Enterprise**

◆ *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.*

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Rachel Allen, Client Service Manager

- 10.b. **Consideration to AWARD CHANGE ORDER NO. 5 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$105,086.85 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.**

Kelli Arnold, Senior Project Manager / David Lathers, Senior Assistant City Attorney

- 10.c. **Consideration to AWARD A SOLE SOURCE CONTRACT to GE Digital LLC, San Ramon, CA in the amount of \$81,447.58 for the annual renewal of software maintenance on the Water Supervisory Control and Data Acquisition (SCADA) Information Management System.**

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

- 10.d. **Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$1,388,313.00 for the Rampart Sliplining Program, Phase 2 and 3, Engineering Services During Construction Project, Project No. R2073.**

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

- 10.e. **Consideration to AWARD AN OPENLY SOLICITED contract to BT Construction, Inc., Henderson, Colorado in the amount of \$60,265.00 for Work Package NO. 3 of the Rampart Pipeline Sliplining Program – Construction Services Phase 2 Project, Project No. R-5829A.**

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

- 10.f. **Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Carollo Engineers, Inc., Littleton, Colorado in the amount of \$914,869.50 to provide engineering services during construction for the North Campus Well Field Electrical Phase II Project, NO. R-2098**

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

- 10.g. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Waste Management of Colorado, Denver, Colorado in the not-to-exceed amount of \$92,000.00 for the door to door hazardous waste pick up for Aurora Citizens through April 30, 2023**

Sherry Scaggiari, Manager of Environmental Services / Dave Lathers, Senior Assistant Attorney



## AGENDA

### Regular Meeting of the Aurora City Council

Monday, September 26, 2022

6:30 p.m.

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

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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. September 12, 2022 Meeting Minutes
7. PROCLAMATIONS OR CEREMONIES
8. PUBLIC INVITED TO BE HEARD  
(non-agenda related issues only)
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 A COMPETITIVELY BID CONTRACT to CED Denver, Denver, Colorado in the not-to-exceed amount of \$75,000.00 for the Eaton, Cutler Hammer Equipment and Parts for Aurora Water through October 1, 2023**

Marena Lertch, Manager of Water Services / Dave Lathers, Senior Assistant Attorney

- 10.b. **First Creek Interceptor Segments 1B, 1C, and 1D - Bid Package 2**

Consideration to AWARD A COMPETITIVELY BID CONTRACT to Reynolds Construction, LLC, Denver, CO in the amount of \$39,409,917.00 for the First Creek Interceptor Segments 1B, 1C, 1D Bid Package 2 Project, Project No. 5858B, with \$7,000,000.00 to be funded and awarded in 2022.

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

- 10.c. **Consideration to AWARD A SOLE SOURCE CONTRACT to Accela, Inc., San Ramon, California in the amount of \$357,938.12 for 2022-2023 annual licensing and maintenance for the Accela workflow process software system through September 29, 2023.**

Staff requests a waiver of reconsideration in order to have the renewal purchase order delivered to Accela prior to current license and maintenance expiration date of September 29, 2022.

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

- 10.d. **Consideration to AWARD CHANGE ORDER NO. 6 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$147,964.00.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.**

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

- 10.e. **Veterans Service Officer Position Intergovernmental Agreement**

Hannah Smith, Intergovernmental Relations Manager / Hanosky Hernandez Perez, Senior Assistant City Attorney

## 11. RESOLUTIONS



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Consideration to EXTEND A COMPETITIVELY BID CONTRACT to EAP Glass, Littleton, Colorado in the Not-to-Exceed Amount of \$60,000.00 for Glass Replacement and Repair Service for Windows Throughout the City. B-4617
<b>Item Initiator:</b> Cyndi Winner – Procurement Agent - Finance
<b>Staff Source/Legal Source:</b> Lynne Center, Deputy Director of Operations, Public Works / Hanosky Hernandez, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> Select a Council Goal

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/31/2023

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

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

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

Lynne Center, Deputy Director of Operations, Public Works / Hanosky Hernandez, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

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

Council approved the previous award for this requirement to EAP Glass in the not-to-exceed amount of \$60,000.00 on July 25, 2022 #9F.

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

Public Works has an ongoing requirement for Glass Replacement and Repair Service for windows throughout the city.

Staff has confirmed that pricing will be wholesale net plus 10%. This pricing has been offered to the City in the past, and is lower than the manufacturer's typical pricing method of discounts off of their list price. Therefore, the pricing is considered to be fair and reasonable. This extension represents the third and final year of a three-year contract.

Council approvals require for awards greater than \$50,000.00 when less than three bids are received.

Based on the above, it is staff's recommendation to extend a competitively bid contract to EAP Glass, Littleton, Colorado in the not-to-exceed amount of \$60,000.00 for Glass Replacement and Repair Service.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

The Glass Replacement and Repair Service was budgeted and will be paid from the following;  
49041 Facilities/62300 services technical  
49041 Facilities/60400 Supplies-general operating

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

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**QUESTIONS FOR COUNCIL**

Does City Council approve the extension of competitively bid contract to EAP Glass in the not-to-exceed amount of \$60,000.00 for Glass Replacement and Repair Service for windows throughout the city?

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**LEGAL COMMENTS**

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when a vendor offers to extend an existing contract under the same conditions and at the same or lower price (adjusted for inflation), and such extension is in the best interests of the City (Section 2-674(2) & Section 2-672(a)(4) A.C.C.). Purchase orders and contracts worth \$50,000 or more not awarded pursuant to formal competitive bidding require City Council approval (Section 2-672(a)(3)(b) A.C.C.). (Hernandez)

6. **PROCLAMATIONS OR CEREMONIES**

6.a. **Swearing-in Ceremony of Interim Fire Chief**

Judge Shawn Day swore in Deputy Chief Allen Robnett as the Interim Fire Chief.

7. **PUBLIC INVITED TO BE HEARD**

(non-agenda-related issues only)

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

Mayor Coffman and CM Coombs requested the contact information of speakers regarding the Central Recreation Center.

8. **ADOPTION OF THE AGENDA**

Motion by Marcano, second by Sundberg, to adopt the agenda as presented.

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. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Brannan Construction Co., Denver, CO in the amount of \$5,572,788.00 for the 2022 Water System Improvement Project, Project No. 5873A.**

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

9.b. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to AGS Construction, Inc., Englewood CO in the amount of \$109,975.00 for the Peoples Building Damage Repair; Project 5883A.**

John Perkins, Senior Project Manager, Public Work / Dave Lathers, Senior Assistant City Attorney

9.c. **Consideration to AWARD CHANGE ORDER #4 TO THE COMPETITIVELY BID CONTRACT to Pinnacle Data Systems LLC, Birmingham, AL, in the amount of \$50,000.00 for Water Billing Services through May 31, 2023.**

Jo Ann Giddings, Deputy Director Business Services, Water / Ian Best, 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.*

9.d. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Galls Inc., Denver, Colorado in the amount of \$500,000.00 for Police Uniforms and Tailoring Services as required through June 30, 2023.**

Brian Kelly, Lieutenant, Police Department / Dave Lathers, Senior Assistant City Attorney

Council heard public in-person testimony.

Mayor Pro Tem Bergan requested to ask a question for staff. Mayor Coffman stated that a brief presentation would be in order and then followed by her question. MPT Bergan started to ask her question. Mayor Coffman reminded MPT Bergan that there will be a brief presentation first. MPT Bergan restated that she requested to ask a question. Mayor Coffman stressed that he did not recognize her to ask the question.

Dave Lathers provided a summary of the item.

Mayor Pro Tem Bergan stated that Mayor Coffman asked to vote on the item before she asked her question. Mayor Coffman requested MPT Bergan to proceed with her question.

CM Jurinsky stated she wishes that there were more contracts awarded to businesses in Aurora given that inflation and costs are going up. She hopes to see sales tax dollars go back to the city. She expressed support to Galls Inc., Denver, Colorado as it is the best option for the officers.

Motion by Bergan, second by Jurinsky to approve the consent calendar item 9d.

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

9.e. **Additional Fuel Funding**

Consideration for additional funds in the amount of \$2,100,000.00 to AUTHORIZE STAFF TO LOCK FUEL PRICES THROUGH A COMPETITIVE PROCESS that will lead to the award of a competitively bid contract to selected vendor(s) in the not-to-exceed amount of \$5,100,000.00 to cover the cost of motor vehicle fuel as required citywide for the calendar year 2023.

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

Ron Forrest, Fleet Manager, provided a summary of the item.

CM Jurinsky asked what would happen if gas prices went down drastically. R. Forrest explained it would be savings for the city.

CM Coombs asked if the price would be lower than the not-to-exceed amount if there is a dramatic decrease, and if they are not locking the prices in a way that they would pay the highest price possible. R. Forrest confirmed that they would save.

CM Coombs mentioned she has the impression that there is a shortage of staff in terms of being able to get as many bids as possible. She asked if it is accurate that the city is prone to using single sources from previous vendors than putting out bids in the procurement process. R. Forrest clarified that staff still puts things out to bid and use a single source if the vendor is astute at what the city needs.

Motion by Zvonek, second by Coombs to approve the consent calendar item 9e.

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

9.f. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to EAP Glass, Littleton, Colorado in the not to exceed the amount of \$60,000.00 for Glass Replacement and Repair Service for windows throughout the city.**

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

Motion by Bergan, second by Zvonek to approve the consent calendar items 9a, 9b, 9c, and 9f.

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

10. **RESOLUTIONS**

10.a. **Resolution for Fare Free August on RTD**

**R2022-140** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF ZERO-FARE TRANSIT ON RTD FOR THE MONTH OF AUGUST

Sponsor, Mayor Mike Coffman

Michelle Gardner, Senior Assistant City Attorney

Mayor Coffman and Michelle Gardner provided a summary of the item.

CM Marcano encouraged the public to take advantage of the fare-free month. CM Coombs encouraged people to spread the word about the fare-free month so they can see the ridership that they can generate and the impact they can have on the climate by reducing the number of cars on the road.

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

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

10.b. **Appointment of Aurora's 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.*



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Consideration to AWARD A SINGLE SOURCE CONTRACT to Galls Inc., Denver, Colorado in the Amount of \$700,000.00 for Police Uniforms and Tailoring Services as Required through July 31, 2024
<b>Item Initiator:</b> Cyndi Winner – Procurement Agent - Finance
<b>Staff Source/Legal Source:</b> Brian Kelly, Police Lieutenant / Hanosky Hernandez, Senior Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 1.1--Reduce crime rates

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/31/2023

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

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

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

Brian Kelly, Police Lieutenant / Hanosky Hernandez, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

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

Council approved the previous award for this requirement to Galls in the not-to-exceed amount of \$500,000.00 on July 25, 2024, Agenda Item #9D.

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

The Aurora Police Department has an ongoing need for Police Uniforms, related apparel and tailoring services as required for officers. A purchase requisition in the amount of \$700,000.00 has been submitted for expenses through July 31, 2024.

In the Denver Metro area, Galls is the local provider and authorized distributor for many apparel brands used by the Aurora Police Department (APD). In addition, location proximity allows timely completion of necessary tailoring for the items. APD has standardized on specific uniform brands to ensure similar fit and appearance.

Galls has proposed renewal pricing with an increase of 13% over the previous award. **Gall's's cited** their price increase is due to increased material costs, transportation costs and change in uniforms embellishments requested by APD. Given that the Consumer Price Index has gone up 4.94% year-to-year ending May 2023, and the index for Transportation Services increased by 8.23% during this same time period, pricing is considered to be fair and reasonable.

**Based on the above, it is staff's recommendation to award a single source contract to Galls Inc.,** Denver, Colorado in the amount of \$700,000.00 for Police Uniforms and Tailoring Services as required through July 31, 2024.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

Funding is available in the 2022 General Fund, Police Dept. and will be paid from:  
Organization 55017 (Equipment & Facility Section) and Account 60400 (Supplies-Gen. Operating)

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

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**QUESTIONS FOR COUNCIL**

Does City Council approve the single source award to Galls Inc. in the amount of \$700,000.00 for Police Uniforms and Tailoring Services as required through July 31, 2024?

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**LEGAL COMMENTS**

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

6. **PROCLAMATIONS OR CEREMONIES**

6.a. **Swearing-in Ceremony of Interim Fire Chief**

Judge Shawn Day swore in Deputy Chief Allen Robnett as the Interim Fire Chief.

7. **PUBLIC INVITED TO BE HEARD**

(non-agenda-related issues only)

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

Mayor Coffman and CM Coombs requested the contact information of speakers regarding the Central Recreation Center.

8. **ADOPTION OF THE AGENDA**

Motion by Marcano, second by Sundberg, to adopt the agenda as presented.

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. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Brannan Construction Co., Denver, CO in the amount of \$5,572,788.00 for the 2022 Water System Improvement Project, Project No. 5873A.**

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

9.b. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to AGS Construction, Inc., Englewood CO in the amount of \$109,975.00 for the Peoples Building Damage Repair; Project 5883A.**

John Perkins, Senior Project Manager, Public Work / Dave Lathers, Senior Assistant City Attorney

9.c. **Consideration to AWARD CHANGE ORDER #4 TO THE COMPETITIVELY BID CONTRACT to Pinnacle Data Systems LLC, Birmingham, AL, in the amount of \$50,000.00 for Water Billing Services through May 31, 2023.**

Jo Ann Giddings, Deputy Director Business Services, Water / Ian Best, 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.*

9.d. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Galls Inc., Denver, Colorado in the amount of \$500,000.00 for Police Uniforms and Tailoring Services as required through June 30, 2023.**

Brian Kelly, Lieutenant, Police Department / Dave Lathers, Senior Assistant City Attorney

Council heard public in-person testimony.

Mayor Pro Tem Bergan requested to ask a question for staff. Mayor Coffman stated that a brief presentation would be in order and then followed by her question. MPT Bergan started to ask her question. Mayor Coffman reminded MPT Bergan that there will be a brief presentation first. MPT Bergan restated that she requested to ask a question. Mayor Coffman stressed that he did not recognize her to ask the question.

Dave Lathers provided a summary of the item.

Mayor Pro Tem Bergan stated that Mayor Coffman asked to vote on the item before she asked her question. Mayor Coffman requested MPT Bergan to proceed with her question.

CM Jurinsky stated she wishes that there were more contracts awarded to businesses in Aurora given that inflation and costs are going up. She hopes to see sales tax dollars go back to the city. She expressed support to Galls Inc., Denver, Colorado as it is the best option for the officers.

Motion by Bergan, second by Jurinsky to approve the consent calendar item 9d.

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

9.e. **Additional Fuel Funding**

Consideration for additional funds in the amount of \$2,100,000.00 to AUTHORIZE STAFF TO LOCK FUEL PRICES THROUGH A COMPETITIVE PROCESS that will lead to the award of a competitively bid contract to selected vendor(s) in the not-to-exceed amount of \$5,100,000.00 to cover the cost of motor vehicle fuel as required citywide for the calendar year 2023.

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

Ron Forrest, Fleet Manager, provided a summary of the item.

CM Jurinsky asked what would happen if gas prices went down drastically. R. Forrest explained it would be savings for the city.

CM Coombs asked if the price would be lower than the not-to-exceed amount if there is a dramatic decrease, and if they are not locking the prices in a way that they would pay the highest price possible. R. Forrest confirmed that they would save.



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** Consideration to AWARD A SOLE SOURCE CONTRACT to CentralSquare Technologies, dba Superior, LLC, Lake Mary FL in the Amount of \$82,515.98 for Annual Software Support for City's One Solution System through June 30, 2024

**Item Initiator:** Jeff Lehmann, Senior Procurement Agent

**Staff Source/Legal Source:** Scott Newman, Chief Information Officer / Hanosky Hernandez, 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:** 7/31/2023

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

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

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

Scott Newman, Chief Information Officer / Hanosky Hernandez, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

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

City Council approved the 2022-2023 annual software support award to Superior in the amount of \$79,600.24 on June 6, 2022, Agenda Item #10.h.

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

The Information Technology Department has an annual requirement for support of the One Solution integrated financial software system used for financial and purchasing transactions. Annual support includes software upgrades, patches, and maintenance as required.

Superior is the developer of the One Solution software system and the only firm that can provide support and maintenance. 2023-2024 renewal pricing reflects an increase of 3.7% over 2022-2023 pricing. Given the Consumer Price Index (CPI) has increased 4.06% year-to-year ending May 2023, renewal pricing is considered to be fair and reasonable.

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

Based on the above, it is staff's recommendation to proceed with the award of a sole source contract to CentralSquare Technologies, dba Superior, LLC, Lake Mary FL in the amount of \$82,515.98 for annual software support of the City's One Solution system through June 30, 2024.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

37006 Enterprise Applications	64540 R&M Equipment Other	\$82,515.98
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**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

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**QUESTIONS FOR COUNCIL**

Does City Council approve the award of a sole source contract to CentralSquare Technologies, dba Superior, LLC, Lake Mary FL in the amount of \$82,515.98 for annual software support of the City's One Solution system through June 30, 2024?

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**LEGAL COMMENTS**

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

Mayor Coffman proclaimed June 19, 2022 as Juneteenth National Independence Day.

7.b. **Swearing-in Ceremony of Interim Police Chief**

Associate Judge Dana Spade swore in Daniel Oates as Interim Police Chief.

7.c. **Swearing-in Ceremony of Civil Division and Criminal Division Attorneys**

Associate Judge Dana Spade swore in Christopher Flanagan, Jennifer Jancicka, Michael DeSonier, Gillian Fahlsing, Peter Schulte and Jennifer Hayden as Assistant City Attorneys.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda related issues only)

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

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

9. **ADOPTION OF THE AGENDA**

9.a. **Station 60 Infrastructure Site Plan (Item 13.a.)**

Applicant presentation (permitted under Council Rules) - 15 minutes

Appellant presentation (if approved by Council) - 15 minutes

9.b. **ALTA Addison Multifamily Site Plan (Item 13.b.)**

Applicant presentation (permitted under Council Rules) - 15 minutes

Appellant presentation (if approved by Council) - 15 minutes

Motion by Bergan, second by Sundberg to amend the agenda to continue item 13a to June 27<sup>th</sup> and allow the appellant presentation for item 13b.

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 AWARD A SINGLE SOURCE CONTRACT to Garney Companies, Inc., Littleton, Colorado in the amount of \$218,000.00 for flow meter replacement at the City and County of Denver's Gateway Lift Station.**

2

◆ ***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.***

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

- 10.b. **Consideration to AWARD AN OPENLY SOLICITED contract to BT Construction, Inc., Henderson, Colorado in the amount of \$959,202.00 for Work Package NO. 4 of the Rampart Pipeline Sliplining Program Phase 2 – Steel Pipe Procurement Project, Project No. R-5829A.**

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

- 10.c. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Velocity Constructors, Inc., Englewood, Colorado in the amount of \$2,187,011.00 for construction of the 2022 PRV Vault Improvement Project, Project No. 5875A.**

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

- 10.d. **The award of and OPENLY SOLICITED contract to HDR Engineering, Inc., Denver, Colorado in the amount of \$793,628.00 for providing engineering and construction services for the Senac Creek Interceptor Project.**

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

- 10.e. **Consideration to AWARD A SOLE SOURCE CONTRACT in the amount of \$150,000.00 to Falck Rocky Mountain Inc, Aurora, Colorado to provide medical health staffing services.**

Courtney Tassin, Mental Health Program Manager / Dave Lathers, Senior Assistant City Attorney

Courtney Tassin, Mental Health Program Manager, provided a summary of the item.

CM Coombs asked if the response team's servicing is being affected. Courtney Tassin explained that they hire individuals specifically for the mobile response team. She added that they have three backup paramedics that have been responding with the mobile response team.

Motion by Bergan, second by Marcano to approve the consent calendar item 10e.

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

- 10.f. **Consideration to AWARD A SOLE SOURCE CONTRACT in the amount of \$80,000.00 to Aurora Mental Health Center, Aurora, Colorado for the 911 Mobile Crisis Response Program.**

◆ *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.*

Courtney Tassin, Mental Health Program Manager / Dave Lathers, Senior Assistant City Attorney

- 10.g. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Glacier Construction Co., Inc., Greenwood Village, Colorado in the amount of \$400,000.00 for the 2022 Valve & Vault Rehabilitation Project, Project No. 5855B**

Marena Lertch, Manager of Water Services, Aurora Water / Dave Lather, Senior Assistant City Attorney

- 10.h. **Consideration to AWARD A SOLE SOURCE CONTRACT to CentralSquare Technologies, dba Superior, LLC, Lake Mary, Florida in the amount of \$79,600.24 for annual software support of city's One Solution system from July 1, 2022 through June 30, 2023.**

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

- 10.i. **Change order for Security Guard Services at AMC, MLK and Water properties**

Consideration to AWARD A CHANGE ORDER TO A COMPETITIVELY BID CONTRACT with G4S Secure Solutions Inc., Aurora, Co., in the amount not-to-exceed \$62,998.56 for security guard services at the MLK Library, AMC Building and Water properties as required through August 31, 2022.

Lynne Center, Deputy Director, Public Works / David Lathers, Senior Assistant City Attorney

- 10.j. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Colorado Petroleum, Denver, Colorado in the not-to-exceed amount of \$123,367.81 for vehicle lubricants, greases, and liquids as required by Fleet Services through July 31, 2023.**

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

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

CM Jurinsky thanked staff that all contracts are for the state of Colorado and three of the ten are businesses in Aurora. CM Coombs noted that many of the contracts are routinely from Colorado.

**Motion by Bergan, second by Lawson to approve the consent calendar items 10a through 10d, and 10f through 10j.**

**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

<b>Item Title:</b> Consideration to AWARD A SINGLE SOURCE CONTRACT to SPIDR Tech, Mesa, AZ in the Amount of \$179,141.50 for a Customer Service Management System for the Aurora Police Department.
<b>Item Initiator:</b> Jeff Lehmann, Senior Procurement Agent
<b>Staff Source/Legal Source:</b> Scott Newman, Chief Information Officer / Hanosky Hernandez, Sr. Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 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:** 7/31/2023

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

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

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

Scott Newman, Chief Information Officer / Hanosky Hernandez, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

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

N/A

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

With a focus on enhancing customer service, the Aurora Police Department, in partnership with Aurora911, began the process of identifying a customer relationship management system that can assist in managing caller interactions and improving operational efficiency. The primary goal was to provide personalized responses, optimize dispatch workflows, and facilitate effective communication and collaboration between emergency personnel and the community they serve. Additionally, the departments aimed to leverage data driven insights, allocate resources efficiently, and maintain comprehensive records to ensure exceptional customer service, satisfaction, and continuous improvement.

To this end the numerous requirements were identified, including: Criminal Justice information Services (CJIS) compliance and allowing for highly customizable content to be sent out automatically across multiple messaging systems. The system must support multiple languages and have the ability to embed links or files, such as victim service information, details for court proceedings, or directions to upload digital evidence. The ability to offer customizable surveys and the accompanying dashboards to extract the generated data is imperative. Above all, a proven seamless integration with our computer aided dispatching and records management systems is crucial.

SPIDR Tech is a Versaterm company, and the city public safety departments use Versaterm products **throughout their organizations. These Versaterm products include the city's 911 computer aided dispatch (CAD) system, the Aurora police records management system (RMS), the crime lab laboratory information management (LIMS) and consumable inventory management (CIM) systems.** This relationship provides for smoother facilitation, integration, and support of the products since SPIDR Tech will be integrated with both the CAD and RMS systems. Additionally, the SPIDR Tech Engage Platform is a single solution for end-to-end Customer Service Management (CSM) designed specifically for public safety agencies to meet their communication needs **for people requesting police service. It's integration with CAD will automatically send** text messages to the 911 caller on the status of the response to their call. It will also update the victim by text message on the status of the investigation of the crime through data in the RMS system. Finally, when the incident is closed, the platform has the capabilities to send a short survey to the person involved regarding service delivery.

Overall, the Engage Platform will assist APD and Aurora 911 in providing timely, consistent messaging to persons in Aurora requiring police assistance. Due to the efficiencies derived from integrating with already existing Versaterm products, SPIDR Tech can provide implementation and support at a reduced total cost. Thus staff is requesting a Single Source procurement of the Engage Platform from SPIDR Tech to improve customer experience.

SPIDR Tech pricing for the city is at a 15% discount off list price and is the same price they would charge any other agency of the same size for the same product/integration/support. Therefore, pricing is considered to be fair and reasonable.

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

Based on the above, it is staffs recommendation to proceed with the award of a single source contract to SPIDR Tech in the amount of \$179,141.50 for a Customer Service Management System for the Aurora Police Department.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

55186 Electronic Support Section	67602 Purch-Software	\$179,141.50
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**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Does City Council approve the award of a single source contract to SPIDR Tech, Mesa, AZ in the amount of \$179,141.50 for a Customer Service Management System for the Aurora Police Department?

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**LEGAL COMMENTS**

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



# CITY OF AURORA

## Council Agenda Commentary

**Item Title:** Consideration to AWARD A SOLE SOURCE CONTRACT to Fusus, Inc., Peachtree Corners, GA in the Amount of \$125,000.00 for RTC3 Software for the Aurora Police Department

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

**Staff Source/Legal Source:** Scott Newman, Chief Information Officer / Hanosky Hernandez, Senior 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:** 7/31/2023

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

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

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

Scott Newman, Chief Information Officer / Hanosky Hernandez, Senior Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

Minutes Attached

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

N/A

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

In the effort to lower crime, promote greater community engagement, and increase operational efficiency, the Aurora Police Department is seeking a sole source procurement of the Fusus RTC3 in the cloud platform. This technology extracts and unifies live video, data and sensor feeds from multiple sources, enhancing the situational awareness and investigative capabilities of the department. The combination of unique capabilities that Fusus provides is not matched by any other provider.

The Fusus platform has the proven ability to integrate with the programs APD currently uses for computer aided dispatching (CAD), city-wide camera system, automatic license plate readers, body worn cameras, and drones. This information is housed within a Criminal Justice Information Services (CJIS) compliant **cloud environment and video footage is pushed to individual users using Fusus' patented dispatch directed** payload, which allows officers to stream footage quickly from their patrol cars. Fusus, along with their patented dispatch direct payload, is the only platform that presently meets the identified needs of the Aurora Police Department.

Staff has confirmed that Fusus pricing for this platform is the same price they would charge any other law enforcement agency for the same products, quantities, and support. Therefore, pricing is considered to be fair and reasonable.

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

Based on the above, it is staffs recommendation to proceed with the award of a sole source contract to Fusus, Inc. in the amount of \$125,000.00.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

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**BUDGETED EXPENDITURE IMPACT**

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

25001 Operating Transfers-Gen Fund	62380 Hosted Subscription	\$125,000.00
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**NON-BUDGETED EXPENDITURE IMPACT**

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

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**WORKLOAD IMPACT**

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

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**QUESTIONS FOR COUNCIL**

Does City Council approve the award of a sole source contract to Fusus, Inc., Peachtree Corners, GA in the amount of \$125,000.00 for the RTC3 platform for the Aurora Police Department?

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**LEGAL COMMENTS**

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



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Reimbursement Agreement for Majestic Commercenter
<b>Item Initiator:</b> Daniel Pershing, Engineer, Aurora Water
<b>Staff Source/Legal Source:</b> Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 3.4--Maintain a reliable water system

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/31/2023

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

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE FIRST CREEK IMPROVEMENTS AND REGIONAL DETENTION POND REGIONAL UTILITY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND MAJESTIC COMMERCENTER, II, LLC  
Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Water Policy

**Policy Committee Date:** 7/19/2023

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

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

On July 19, 2023, the Water Policy Committee supported moving A RESOLUTION regarding the First Creek improvements and regional detention pond utility reimbursement agreement between the City of Aurora, acting by and through its Utility Enterprise and Majestic Commercenter, II, LLC forward to the July 31, 2023 Council meeting, minutes not available at this time.

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

Reimbursement agreements are required when a developer builds Regional Infrastructure (large infrastructure **servicing more than one development**) **ahead of when it is scheduled and budgeted in Aurora Water's** capital improvement plan(s). Regional infrastructure locations and sizing are identified in Water, Wastewater and Stormwater Master Plans. If Regional Infrastructure is connected to, or crosses, a new development, that developer is required to adhere to the size requirements identified in the respective Master Plan.

Majestic is located within Ward II, and these specific improvements are located East of Picadilly Rd and North of 26<sup>th</sup> Ave. The First Creek Master Drainage Plan and Mile High Flood District identified three stormwater projects within Majestic that would be eligible for partial reimbursement: Pond 8141 (Regional Detention Facility), Channel Improvements, and Culvert Improvements at 26<sup>th</sup> Ave.

Majestic Commercenter II LLC is eligible for partial reimbursement for the projects listed above. Eligible costs and percentages relating to the reimbursement are derived from the City Stormwater Masterplan. The 20-year capital plan does not cover reimbursement for excavation as this would be part of the site development. Channel and Detention facilities would reimburse items related to the structures (i.e., drop structures, forebays, rip rap, etc.). Culvert improvements at 26<sup>th</sup> are reimbursed at 50% in accordance with the 20-year capital plan. Remaining terms of the agreement are stated below.

- Developer is responsible for 100% of the improvement costs upfront and will be reimbursed the eligible amount for the improvements.
- Developer must utilize an Aurora Water approved design firm and construction contractor.
- Developer and City must agree on eligible reimbursement amounts.
- Developer must submit all applicable invoicing and payment documentation such as detailed pay requests supported by the design firm and contractor invoices for all eligible cost reimbursements.
- Reimbursement costs will be paid from Development fees collected from the benefited tributary area (First Creek Basin).
- Infrastructure shall meet all City requirements and standards.
- Reimbursements will be paid in accordance with Section Five (5) of the agreement which states that the developer is required to submit invoices for completed work to the City for review and approval of constructed Regional Improvements accompanied by supporting documentation. The invoices must be approved by Aurora Water prior to payment and shall not exceed the Eligible Reimbursement Amount plus a 10% contingency, unless otherwise approved by City Council.
- All Regional Infrastructure shall have a one-year warranty.
- Developer acknowledges that it is still responsible for payment of all fees in accordance with the **City's fee schedule.**

The not to exceed reimbursement cost is \$2,120,000. The reimbursement cost includes: 50% maximum eligible reimbursement for culvert improvements, eligible cost items for the pond, eligible cost items for the channel, and a percentage for soft costs (engineering, surveying, etc.)

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

Funding for this reimbursement agreement will be from the Capital Improvement Program, Wastewater Fund in the amount of \$1,600,000.00 for 2023. The not to exceed amount for the contract is \$2,120,000.00. The remaining funds will be paid when available in the budget.  
  
ORG: 52345 (Reimbursements-Stormwater)

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Does the City Council support a RESOLUTION of the City Council regarding the First Creek improvements and regional detention pond utility reimbursement agreement between the City of Aurora, acting by and through its Utility Enterprise and Majestic Commercenter, II, LLC.Committee?

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**LEGAL COMMENTS**

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

RESOLUTION NO. R2023- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S APPROVAL OF THE FIRST CREEK IMPROVEMENTS AND REGIONAL DETENTION POND REGIONAL UTILITY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND MAJESTIC COMMERCENTER, II, LLC

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise (“Aurora”) and Majestic Commercenter, II, LLC (“Majestic”) have agreed to enter a Regional Utility Cost Reimbursement Agreement to fund First Creek Improvements and a Regional Detention Pond (“First Creek Improvements”); and

WHEREAS, Majestic is the owner of certain real property (“Property”) located within the City of Aurora consisting of approximately four hundred twenty-two (422) acres; and

WHEREAS, in connection with development of the Property, Majestic is required to install certain storm drainage infrastructure improvements (“Improvements”) to serve both the Property and adjacent properties sized to serve regional needs as defined in the City’s Master Plan (“Regional Improvements”); and

WHEREAS, the First Creek Improvements are regional in nature and will benefit users outside of Majestic’s service area and will also benefit the overall health, safety, and general welfare of the residents of Aurora; and

WHEREAS, the eligible reimbursement amount for the Regional Improvements is two million one hundred twenty thousand dollars (\$2,120,000.00); and

WHEREAS, Aurora Water is authorized, pursuant to City Code 138-28 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 of convenient therefore.

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

Section 1. The Regional Utility Cost Reimbursement Agreement between Aurora and Majestic regarding First Creek Improvements and a Detention Pond 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 \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

*Ian J Best* RLA  
\_\_\_\_\_  
IAN BEST, Assistant City Attorney

**Aurora Water Regional Utility Cost Reimbursement Agreement  
(First Creek Improvements and Regional Detention Pond)**

This Aurora Water Regional Utility Cost Reimbursement Agreement (“Agreement”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”), by and between the Majestic Commercenter II, LLC, a Delaware limited liability company ( “Developer”) whose address is 20100 East 32<sup>nd</sup> Parkway, Suite 150, Aurora, CO 80011, and the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise (“City”), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, CO, 80012. The City and Developer shall be referred to herein individually as “Party”, and collectively as “Parties”.

**Recitals**

WHEREAS, Developer is the owner of certain real property (“Property”) located within the City of Aurora Colorado consisting of approximately four hundred twenty-two (422) acres; and

WHEREAS, in connection with development of the Property, Developer is required to install certain storm drainage infrastructure (“Improvements”) and that the Improvements may serve both the Property and adjacent properties (“Regional Improvements”) and will be sized to serve regional needs as defined in the City’s Master Plan; and

WHEREAS, attached hereto and incorporated herein as Exhibit A are the preliminary design plans which more particularly describe and define the Regional Improvements to be constructed under this Agreement, which Exhibit A may be supplemented and further incorporated into this Agreement at a later date upon the City’s approval of the final design plans; and

WHEREAS, the Regional Improvements are required for the Developer to obtain stormwater drainage for the Property; and

WHEREAS, the Developer is willing to construct the Regional Improvements (as more specifically defined in this Agreement) prior to the time the City is prepared or obligated to do so and the Developer is willing to undertake the installation of the Regional Improvements and payment of one hundred percent (100%) of the cost thereof; and

WHEREAS, the City is willing to reimburse the Developer for certain approved costs associated with the design and installation of the Regional Improvements limited to revenues generated from the stormwater connection fee, as specified in City Code, from adjacent properties and other properties within the same water/drainage basins and watersheds.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## Agreement

### 1. Regional Improvements Initial Payment and Reimbursable Costs.

(a) Initial Payment of Improvements Costs. Developer shall be responsible for (subject to partial reimbursement by Aurora Water pursuant to this Agreement) one hundred percent (100%) of the Regional Improvement Costs.

(b) Eligible Reimbursement Amount. Aurora Water will only reimburse Developer for the difference in cost between the infrastructure required to serve the Property and the Regional Improvements ("Eligible Reimbursement Amount"). The Eligible Reimbursement Amount will not exceed the estimated cost difference plus a ten percent (10%) contingency without additional approval of the Aurora City Council, provided, however, that the Eligible Reimbursement Amount shall not exceed Two Million One Hundred Twenty Thousand Dollars (\$2,120,000.00). The Eligible Reimbursement Amount estimate is Two Million One Hundred Twenty Thousand Dollars (\$2,120,000.00). All reimbursements must be certified by the General Manager of Aurora Water or designee before payment shall be authorized. Upon completion of the Regional Improvements and Initial Acceptance by the City, the Parties shall confirm in writing the final amount owed to Developer for reimbursement.

(c) Connection Payment Limitation. The City in no event shall be required to pay any greater amount than the revenues received from the drainage basin development fee as referenced in Section 138-396 of City Code collected from adjacent properties and other properties within the same water/drainage basins and watersheds.

(d) Metropolitan Districts. Developer may organize one or more metropolitan districts ("District") to finance and be responsible for certain obligations, including Developer's obligations pursuant to this Agreement. Upon the formation of a District, such District may assume the obligations of Developer with respect to the Improvement ("Assumed Obligation") by executing an assumption agreement ("Assumption Agreement") whereby (a) the District assumes the duties of Developer with respect to the Assumed Obligation, and (b) agrees to perform the obligations and make the deposits required to be performed and paid hereunder by Developer with respect to the Assumed Obligation. Notwithstanding the assumption of and Assumed Obligation by a District, Developer will remain responsible for an Assumed Obligation, and if the District fails to perform and/or timely pay an Assumed Obligation, then Developer will perform and timely pay such Assumed Obligation. Nothing in this Agreement will be construed as an approval by the City of creation of a District.

### 2. Regional Improvements Engineering and Design.

(a) Project Engineer. The City and Developer hereby agree that either Commerce Construction Co., LP, a California limited partnership, or a designee from the Mile High Flood District shall serve as the project manager ("Project Engineer") to supervise the design, engineering, and construction of the Regional Improvements which must be approved by both Mile High Flood District and the City.

(b) Easements and Engineering Design. Developer has already begun a portion of the necessary design work for the Regional Improvements. As part of that preliminary design, Developer will provide (with sufficient time and opportunity for City review and comment) the legal descriptions for the drainage easements that will be required to be granted to the City (“Easements”) by plat or by separate document for the maintenance and operation of the Regional Improvements. Preliminary design must be at least thirty percent (30%) of the anticipated final design. Upon approval of the preliminary design of the Regional Improvements by the City, Developer will begin final design and construction plans and specifications for the Regional Improvements and will coordinate with the City when the design is sixty percent (60%) complete. Upon approval of the sixty percent (60%) design by the City, Developer will complete the final design, construction plans, and specifications for the Regional Improvements, and will coordinate with the City to obtain formal and final approval of the plans and specifications from the City through the City’s established plans review process. The Developer shall be responsible for engineering drawings, specifications, a Stormwater Management Plan, Geotechnical Report and any other documents or permits required to successfully construct the Regional Improvements (“Contract Documents”). The Regional Improvements shall be built and designed in accordance with all applicable City standards and subject to all applicable ordinances, rules, and regulations of the City.

### **3. Regional Improvements Construction.**

(a) Bids. Developer shall disclose all subcontractors it intends to use for all principal trade work related to the Regional Improvements. After Developer and Project Engineer chooses the general contractor, the Developer or Project Engineer, as applicable, will execute contracts to perform the work. The City reserves the right to inspect all subcontractor bids received by the Developer, Project Engineer or general contractor and for good cause to reject such bid.

(b) Supervision. In accordance with subsection 2(a) above, Developer and Project Engineer will supervise all bidding processes and construction of the Regional Improvements through completion of construction, dedication to and acceptance by the City (“Project Completion”).

(c) Pre-Construction Meeting. The Developer will schedule and participate in a pre-construction meeting with the City and MHFD.

(d) Payment Administration. Developer and Project Engineer will review subcontractor pay requests and submit pay requests to the Developer for payment of the costs of the Regional Improvements.

(e) Change Order Management. The Project Engineer, Developer, and the City may request change orders. Project Engineer will prepare, review, and make a recommendation on change orders. Only those change orders approved by Aurora Water prior to the work being performed will be included in the Eligible Reimbursement Amount. At such time as the change order is approved, the Parties will update the Eligible Reimbursement Amount to include the amount of the change order that is to be included in the Eligible Reimbursement Amount.

(f) Inspection. The Developer will provide notice to the City at least five (5) days prior to installation of Regional Improvements to allow the City to inspect the installation and provide the

City at least twenty-four (24) hours for inspection after installation of the Regional Improvements. The Developer will correct any deficiencies required by the City in a manner satisfactory to the City, in its sole discretion, and within a reasonable time as determined by the City in consultation with Developer prior to backfill. Paving will only be allowed once the improvements have been initially accepted by the City if applicable.

#### **4. Acceptance and Dedication of Regional Improvements.**

(a) Utility Permit Extension Agreement. The Developer shall apply for and enter into a Utility Permit Extension Agreement (“EA”) after the plans are approved by the City and prior to the start of construction of the Regional Improvements.

(b) Initial Acceptance and Substantial Completion. After fill, compaction and paving, all pipes are subject to testing in accordance to Section 11 (Water) and Section 21 (Sanitary). “Substantial Completion” is reached once these tests are passed and the Regional Improvements are operating as functionally intended, all as determined by the City in its sole discretion. At that time, if no punch list items are noted (i.e. swapping manhole lids, rotating hydrants, missing 3M markers, etc.) the City will issue “Initial Acceptance” of the Regional Improvements.

(c) Final Completion and Project Acceptance. Once the Developer receives Initial Acceptance of the Regional Improvements and the warranty period has passed and the final warranty inspection results in no issues, the Regional Improvements will have reached “Final Completion” and receive “Final Acceptance” by the City. Final Acceptance does not relieve the Developer or their contractor from obligations required under the project Stormwater Management Plan (SWMP) permit.

(d) Dedication to and Acceptance of Improvements by City. Upon acceptance of the Improvements by the City (“Initial Acceptance”) the Improvements shall become the property of the City. The responsibility for the operation of the Improvements shall be that of the City. Upon expiration of the warranty period specified in the Utilities Extension Agreement and this agreement whereby this agreement will supersede, the City shall be liable for all repair and maintenance of the Improvements.

(e) Warranty. Upon substantial completion, the Developer will provide a one (1) year warranty that the Regional Improvements are constructed in substantial accordance with Contract Documents.

#### **5. Reimbursement Process.**

(a) Documentation. The Eligible Reimbursement Amount shall be reduced by actual costs incurred by the contractor and the actual amount from any change orders requested for the Regional Improvements in writing by the Developer and accepted by the City. The reimbursement amount shall not exceed the Eligible Reimbursement Amount. The Eligible Reimbursement Amount must be fully supported by invoice and payment documentation which shall be supplied to the City in City approved formats and which may include but not limited to; signed pay applications from the contractor for actual costs incurred, credited costs for the original

infrastructure size for an accurate delta for infrastructure upsize, and signed change orders with detailed descriptions of the work performed and line item costs. All reimbursable costs shall be in a line item format per eligible expense (i.e. 24" pipe, 5' manholes, etc. in lieu of "utility work"). Documentation should include proof of payment acceptable to the City (i.e. copies of checks, signed lien waver, etc.).

(b) Payment. The City's obligation to Developer for reimbursement shall be limited to fees collected from adjacent properties and other properties within the same water/drainage basins and watersheds. Unless otherwise agreed upon, reimbursement to the Developer will be paid annually, commencing after initial acceptance of the Improvements. The due date for payment shall be forty-five (45) days after the end of each year.

(c) Connection Fees. The Developer acknowledges that it is still responsible for payment of all fees in accordance with the City's fee schedule,

## **6. Claims**

(a) Defined. A "Claim" is any demand, contention, or assertion by the Developer seeking additional reimbursement other than change orders approved pursuant to Subparagraph 3(f), above. Claims by the Developer must be made in writing as specified herein. Claims from the Developer must contain and are subject to all the following:

(1) A narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and contractual basis of the Claim. All Claims shall be identified as made necessary due to specific legal, factual, or contractual circumstances necessary to the orderly completion of the Regional Improvements.

(2) If the Claim is for additional compensation, the Claim must include a detailed calculation of the precise amount claimed with all supporting documentation. All Claims must reference the specific contract provisions relied upon to support the Claim. All Claims must reference that the claim is being submitted under this Agreement. Any writing or other form of notice, however designated, which fails to reference this Agreement shall not be deemed to constitute a valid Claim hereunder.

(3) The City shall not pay any costs for delay.

(4) The City shall not pay any costs for acceleration.

Items (a)(1) through (4) above shall hereinafter be referred to as the "Final Accounting".

(b) Notice of Claim. A "Claim Notice" must be made in writing within ten (10) business days after the Developer becomes aware of the occurrence of the legal, factual, or contractual basis of the Claim. Within ten (10) business days of the submission of a Claim Notice, a complete Claim, including Final Accounting, shall be submitted in writing to the City or the right to submit a Claim is waived. The Developer shall submit all information reasonably available that is otherwise required in the Final Accounting at the time of the claim. Failure to timely provide the Final Accounting shall constitute a waiver of the Claim.

(c) Complete Claim Required. All requests for additional reimbursement by the Developer shall be considered a separate Claim and shall follow the Claim procedures specified above. All information required in the Final Accounting must be submitted within the time limits established herein, and no supplementation of the information shall be permitted, unless otherwise agreed to by the City. Any attempted reservation of the right to submit or supplement an earlier-made claim shall be void.

(d) Claim Review. After review of a Claim submitted by the Developer, the City shall decide whether the Developer is entitled to a change order for such Claim. The City shall not unreasonably deny a Claim. In the event the City approves a Claim, it shall initiate a written change order addressing the legal, factual, or contractual circumstances giving rise to the Claim. If in the opinion of the City, the Developer is not entitled to a change order for a Claim, the Developer shall receive notice of the decision in writing from the City within five (5) business days of receipt of the Claim by the City.

(e) Appeal. In the event the City denies a Claim, the Developer shall be entitled to appeal said decision within five (5) business days of receipt of the denial from the City. If the Developer desires to challenge the City's denial, the Parties shall within ten (10) business days engage an independent engineer to review the Claim and make a final determination to approve or deny. If the independent engineer determines that the Claim should be approved, the City shall issue a change order. The Developer shall not re-submit a Claim following final denial. The costs of such independent engineer shall be equally allocated between the Parties. This will be the final determination with regard to the Claim.

**7. Term.**

The term of this Agreement shall cease twenty (20) years after the approved date of this Agreement. The term of this Agreement shall be extended by up to two (2) five (5) year intervals if Developer has not been reimbursed the full Eligible Reimbursement Amount, and adjacent developments or other developments within the same water/drainage basins and watersheds are planned or anticipated. If the Developer has not commenced the Improvements within three (3) years of the Effective Date, the City may revisit the terms of this Agreement.

**8. Obligation of Aurora Water.**

Any and all obligations of Aurora Water under this Agreement will be the sole obligation of Aurora Water and, as such, will not constitute a general obligation or other indebtedness of the City or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City, within the meaning of any constitutional, statutory or other Charter limitation. In the event of a default by the City on any of its obligations under the terms of this Agreement, the non-Defaulting party will have no recourse against any of the funds of the City except for the Utility Enterprise Wastewater Fund; provided, however, that the non-defaulting party's recourse against said fund will be on a basis subordinate and junior to that of the holders of any bonds, notes, or other obligations issued by the City or Aurora Water payable from the remains of the fund, after the payment of said bonds, notes, or other obligations.

**9. Non-Appropriation.**



20100 East 32<sup>nd</sup> Parkway, Suite 150  
Aurora , CO 80011  
Telephone: 303-574-8901  
Email: [mkapoor@majesticrealty.com](mailto:mkapoor@majesticrealty.com)

**12. Further Acts.**

Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

**13. Amendment; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver.**

No amendment, change or addition is to be made to this Agreement except by written amendment executed by the Parties. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one (1) Party than another merely by virtue of the fact that it may have been initially drafted by one (1) of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party(ies), shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

**14. Severability.**

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

**15. Computation of Time Periods.**

All time periods referred to in this Agreement shall include all Saturdays, Sundays, and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday, or a national holiday.

**16. No Waiver of Governmental Immunity.**

Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded to the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

**17. Successors and Assigns.**

The Developer may not assign this Agreement without the consent of the City, which shall not be unreasonably withheld or conditioned. This Agreement is intended by the Parties hereto to be of use and benefit of the Parties and no person or entity not a party to this Agreement will be authorized or entitled to rely on the benefits of this Agreement or seek to enforce any of the terms, provisions or covenants contained herein as a third-party beneficiary hereof.

**18. Governing Law.**

This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado. Any legal dispute arising hereunder shall be tried and heard in the Court for the County of Adams, State of Colorado. In the event that legal action is instituted to enforce any of the provisions of the Agreement, the prevailing party shall recover from the losing party its reasonable attorneys' fees and court costs.

**19. Counterparts; Electronic Signature.**

This Agreement may be executed in one or more counterparts, each of which will constitute an original agreement, but all of which together will constitute a single agreement. A facsimile transmitted copy of this Agreement executed by one of the Parties hereto will be accepted as an originally executed copy of this Agreement. The parties agree that this Agreement may be signed using a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, DocuSign, SignNow or other e-signature), and the same shall be deemed as a true and correct original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**Majestic Commercenter II, LLC,**  
a Delaware limited liability company

By: Majestic Realty Co.  
a California corporation  
Its: Manager's Agent

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

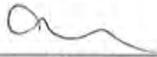
Name: RANDALL C. HERTEL  
Executive Vice President

MJK

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

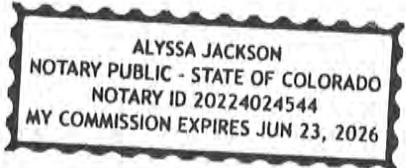
State of Colorado            )  
  ) ss  
County of Adams            )

The foregoing instrument was acknowledged before me this 5 day of May, 2023, by Randall C. Hertel, Executive Vice President of Majestic Realty Co., a California corporation, acting on behalf of Majestic Commercenter II, LLC, a Delaware limited liability company.

Witness my hand and official seal.   
Notary Public

My commission expires: June 23, 2026

(Seal)



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 Best, Assistant City Attorney

05/19/2023  
Date

23004703  
ACS #

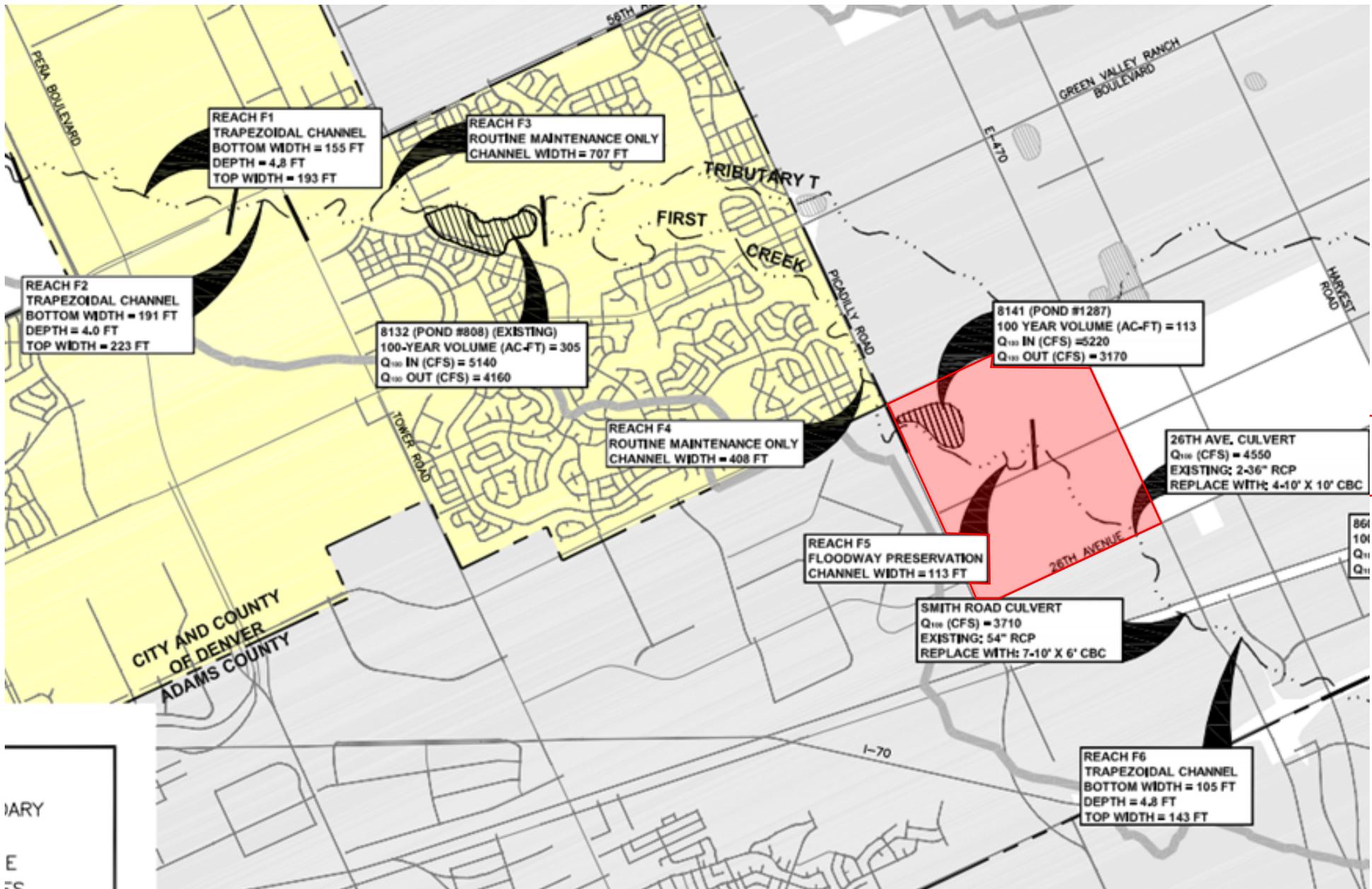
State of Colorado            )  
  ) ss  
County of Arapahoe         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, 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: \_\_\_\_\_

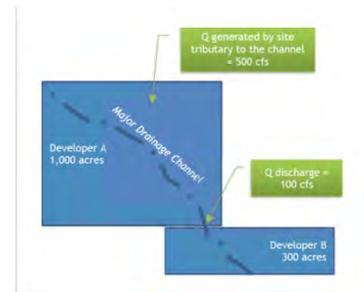
(Seal)



# EXHIBIT A

## History

- Letter sent to developers in 2019
  - Intent to define "Major" and "Regional" facilities
  - Outline potential reimbursement methodology
- Majestic sent a memo developed by Write Water Engineers outlining percent of eligible reimbursement based on corrected methodology
- Majestic entered into a fee in lieu process with MHFD for channel improvements



2

1

## Letter Key Assumptions

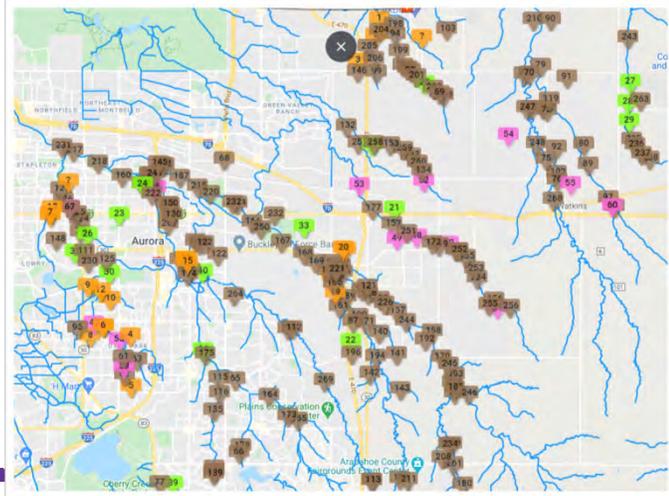
- Letter sent to development community in 2019
  - The developer shall not be eligible for any reimbursement for elements that do not meet the intent of the project identified in the City Master Drainage Plan.
  - The developer may receive partial reimbursement only if the water department accepts the constructed improvement in accordance with the City's Standards and Specifications
  - The developer must provide receipts verifying actual construction costs
  - Easements required for the project will be dedicated to the City
  - Developer must obtain three bids from pre-qualified contractors for construction of the work
  - Change orders for eligible cost reimbursement must be approved by the City
- City Master Drainage Plan = consolidation of MHFD plans and Aurora Water 20-yr Capital Improvement Program

2

2

## City Drainage Master Plan

- First consolidated City Drainage Master Plan in 2015/16
- Prioritized by life safety, property, road over-topping, IGAs, etc.



3

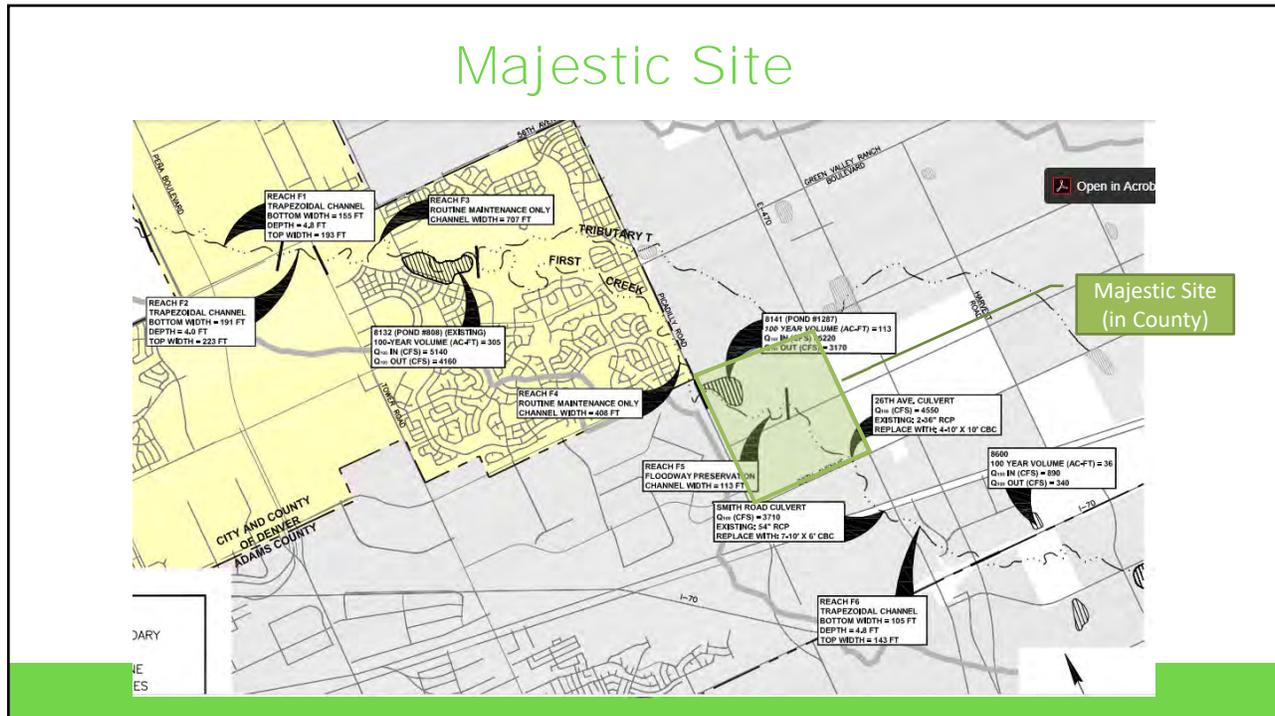
## City Stormwater Master Plan

- 20 Year Capital Plan
  - Consolidated stormwater plan resulted in a fee increase of 460%
  - Decreased pond and channel costs
    - Applied historic limit to structures (excavation was part of site development)
    - Channels ranked low – outside of 20 year plan
  - Culverts at zero cost if new road, 50% if upsized for existing road
  - 6.5% fee increase for four years – only implemented 3% per year



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## Majestic Site



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## City Stormwater Master Plan

- Three Projects Identified in Majestic in First Creek Master Drainage Plan (FCMDP) by MHFD
  - Pond 8141 (\$2M)
  - Channel Preservation/Structures (\$3.3M)
    - \$2.6M excavation/\$700k structures
  - 26<sup>th</sup> Avenue Culvert (\$800k)
  - Eng/Legal/CM/Cont. (\$5M)



6

## Proposed Reimbursement

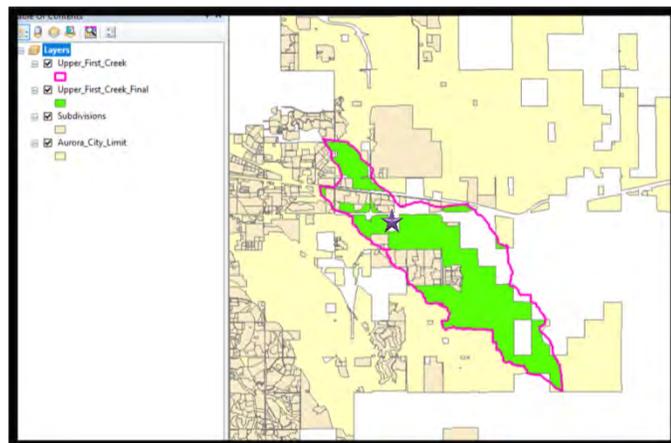
- Channel Improvements
  - Structures only (max \$700k)
  - Percentage based on on-site vs. off-site flows
- 26<sup>th</sup> Avenue Culvert
  - Up to 50% of the cost as identified in the Master Plan (1/6<sup>th</sup> of \$400k = \$65k)
- Detention
  - Up to 50% of the cost as identified in the Master Plan (max \$1M)
  - Based on basin wide storage capacity percentage
- Add 20-30% for soft costs (Total between \$500k and \$2M)
- Additional terms
  - 20 years (fixed)
  - No previous fees eligible for reimbursement



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## First Creek Basin Fees

- 1/4 basin in County
- 5,800 developable acres
- Majestic site 500 acres
- Generate \$16.5M
  - \$7.2 at plat
  - \$9.2M at permit
- Reimbursement proposed similar to undeveloped percentage.
- Fund additional projects
  - First Creek Regional Detention Pond (\$12M)



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## Future Steps

- Develop reimbursement agreement with Majestic
- Updated Letter to Developers
  - Define City Master Drainage Plan (CMDP) Components
  - Structures only in channels and ponds
  - Reduce off-site flow by County Flow
  - Master plan intent (flooding and water quality)





# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Rocky Mountain Land Library Lease Extension for Buffalo Peaks Ranch
<b>Item Initiator:</b> Rich Vidmar, Water Resources Manager, Aurora Water
<b>Staff Source/Legal Source:</b> Alex Davis, Assistant General Manager of Water Supply and Demand / Ian Best, Asst. City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/31/2023

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

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE EXTENSION OF A LEASE AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND ROCKY MOUNTAIN LAND LIBRARY FOR EDUCATIONAL USE

Alex Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Water Policy

**Policy Committee Date:** 7/17/2013

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

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

On July 17, 2013, the Water Policy Committee supported moving the lease between the City of Aurora and Rocky Mountain Land Library for related educational use and an associated residency program forward to the August 12, 2013, Council meeting.

On August 12, 2013, City Council APPROVED a LEASE between the City of Aurora and Rocky Mountain Land Library for related educational use and an associated residency program as item 9g.

On July 19, 2023, the Water Policy Committee supported moving the extension of a lease agreement between the City of Aurora, acting by and through its Utility Enterprise and Rocky Mountain Land Library for educational use, minutes not available at this time.

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

In 2013, Aurora entered into a lease with the Rocky Mountain Land Library (“the Land Library”), a 501(c)3 non-profit, on 36 acres of the Buffalo Peaks Ranch property, located off of Hwy 9 between the towns of Fairplay and Hartsel in Park County. The term of this lease included two consecutive 5-year terms with the possibility of renewing the lease for an extended term.

The Land Library’s mission is to connect people to nature and the land by hold holding classes and workshops and providing access to over 40,000 books along with access to iconic western lands — creating a learning landscape for generations to come.

The Land Library at Buffalo Peaks Ranch has benefited Aurora in multiple ways. The Land Library has helped connect Aurora to the local community promoting positive and mutually beneficial relationships in Park County where Wild Horse Reservoir will be built. The Land Library will have been and will continue to be renovating and improving the structures located on the property which expense is significant and would otherwise fall on Aurora. And the Land Library’s presence on the property helps provide protection to Aurora’s land which is located in a remote area of Colorado. The Land Library’s long-term vision is to open Buffalo Peaks Ranch as a year-round, residential retreat center and library, creating a community center in Park County and continue to build relationships between the Front Range and the mountain communities.

The second of the 5-year lease periods expire on September 30, 2023. The existing lease contemplated an extended term of up to 45 years. Staff recommends extending the lease to Rocky Mountain Land Library for the additional 45-year period. RMLL’s excellent stewardship of Aurora’s property over the last ten years has demonstrated that they will continue to preserve and protect Aurora’s asset as well as continue to build positive relationships between Aurora and the local community.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

Aurora Water (Financial Operations) will book a receivable in the City’s accounting system annually for the rental payment (\$5.00) and an invoice will be mailed to Rocky Mountain Land Library (RMLL) for the term of the lease. Rental income will be deposited into the Water Fund.

ORG: Water Ops Fund Admin (00500)-Rental Fees Facilities Usage (45900)

**BUDGETED EXPENDITURE IMPACT**

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

N/A

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Does City Council APPROVE A RESOLUTION for the support of the extension of a lease agreement between the City of Aurora, acting by and through its Utility Enterprise and Rocky Mountain Land Library for educational use?

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**LEGAL COMMENTS**

The City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal. (C.R.S. 31-15-101(d)). Aurora Water is authorized to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore. (Aurora City Code 138-28). (Best).

RESOLUTION NO. R2023- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE EXTENSION OF A LEASE AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND ROCKY MOUNTAIN LAND LIBRARY FOR EDUCATIONAL USE

WHEREAS, the City of Aurora, acting by and through its utility enterprise ("Aurora Water") and Rocky Mountain Land Library ("Rocky Mountain"), a nonprofit corporation, entered into a Lease Agreement dated October 1, 2013 ("Lease Agreement"), for the long-term use of a portion of the Buffalo Peaks Ranch ("Ranch") for library and related educational use and an associated residency program; and

WHEREAS, the Lease Agreement, in section 1.04, provides Rocky Mountain with the option to request a conversion to an extended term of forty-five (45) years on the same terms and conditions set forth in the Lease Agreement; and

WHEREAS, such conversion to a forty-five (45) year term requires approval of the Aurora City Council upon a finding that Rocky Mountain is in compliance with the terms of the Lease Agreement; and

WHEREAS, Rocky Mountain has requested the contemplated conversion to an extended forty-five (45) year lease term and Aurora Water has determined that Rocky Mountain is in compliance with the terms of the original Lease Agreement; and

WHEREAS, use of the Ranch for educational purposes is beneficial to the health, safety, and welfare of the people of the Aurora; and

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

WHEREAS, Aurora Water is authorized, pursuant to City Code 138-28 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 of convenient therefore.

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

Section 1. The conversion of the Lease Agreement between Aurora Water and Rocky Mountain Land Library to an extended term of lease 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 \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

*Ian J Best* RLA  
\_\_\_\_\_  
IAN BEST, Assistant City Attorney

LEASE

This LEASE ("Lease"), is made and entered as of the 1<sup>st</sup> day of October, 2013, ("Effective Date") by and between the CITY OF AURORA, Colorado, (hereinafter referred to as "City" or "the City") and ROCKY MOUNTAIN LAND LIBRARY (hereinafter "Lessee" or "RMLL").

RECITALS

WHEREAS, the City of Aurora is the owner of approximately 1,840 acres of real property located outside the City limits in the County of Park, State of Colorado; which is known as the Buffalo Peaks Ranch ("Ranch"); and

WHEREAS, the Rocky Mountain Land Library, a nonprofit corporation dedicated to encouraging a greater awareness of our common heritage of land through education, desires to enter into this lease for the long-term use of a portion of the Ranch for library and related educational use and an associated residency program; and

WHEREAS, the portion of the Ranch that is the subject to this lease is more fully described and depicted on Exhibit A hereto ("Premises").

NOW, THEREFORE, for and in consideration of the Premises and the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Lessee hereby mutually covenant and agree as follows:

ARTICLE I
DEMISE, TERM, CONSIDERATION

Section 1.01 Demise of Premises. The City hereby leases and demises unto Lessee, the Premises which is the real property more particularly described and depicted on Exhibit A attached hereto, for the Term (which shall include the Initial Term, Renewal Initial Term, Extended Term and Renewal Extended Term as these terms are defined in Sections 1.02 through 1.05 hereof) of this Lease. In addition, Lessee shall have the right of ingress and egress that is necessary for Lessee to use and enjoy the Premises, perform its obligations hereunder or to obtain access to the Premises. Lessee's use and occupancy of the Premises are subject to the terms and conditions of this Lease.

Section 1.02 Initial Term of Lease. The initial term of this Lease shall commence as of the Effective Date and, unless sooner terminated as hereinafter provided, shall continue thereafter for a period of five (5) years terminating on \_\_\_\_\_, 2018 ("Initial Term"). The parties agree that the primary purpose of this Initial Term, as well as any renewal pursuant to Section 1.03, is to allow Lessee the opportunity to occupy and use the Premises while the Lessee explores and develops a feasibility assessment and master plan for its potential long-term use of the Premises.

Section 1.03 Renewal of Initial Term. Provided a Lessee Event of Default does not exist as of the date of exercise, Lessee shall have the option to extend the Initial Term of this Lease for one additional five (5) year period ("Renewal Initial Term") by giving the City at least six (6) months prior notice of Lessee's

desire to extend the Initial Term. Such extension shall be on the same terms and conditions as set forth in this Lease.

**Section 1.04**     **Conversion to an Extended Term of Lease.** The parties to this Lease recognize that the feasibility of Lessee’s long-term use as well as financial commitments by and to the Lessee may require that Lessee be assured a longer-term leasehold interest in the Premises. Therefore, at any time during the Initial Term or Renewal Initial Term and upon submittal of a feasibility assessment and master plan, Lessee may request that the Initial Term or Renewal Initial Term of this Lease be converted to a term of 45 years. Such conversion shall require the approval of the City Council and the Council shall do so unless the Council finds that the Lessee is not in compliance with the terms and conditions of the Initial Term or the Renewal thereof. Such 45 year term of this Lease (“Extended Term”) shall commence as of the date the City issues a written approval of such conversion. The Extended Term shall be on the same terms and conditions as set forth in this Lease, with a termination date of the 45<sup>th</sup> anniversary date of the issuance of such written approval by the City.

**Section 1.05**     **Renewal of Extended Term.** In the event that Lessee has converted this Lease to the Extended Term pursuant to Section 1.04, and further provided a Lessee Event of Default does not exist as of the date of exercise, Lessee shall have the option to extend the Extended Term of this Lease for one additional 45 year period (“Renewal Extended Term”) by giving the City at least one year’s prior notice of Lessee’s desire to extend the Term. The Renewal Extended Term shall be on the same terms and conditions as set forth in this Lease, with a new termination date of the 45<sup>th</sup> anniversary date of the Extended Term under Section 1.04.

**Section 1.06**     **Surrender.** Lessee shall, at its expense, upon the termination date of any Term promptly yield up to the City the Premises in its then current condition free and clear of all liens and encumbrances. Lessee shall remove from the Premises Lessee’s signs, goods and effects, and any machinery and equipment which are used in Lessee’s business that are not part of the improvements or otherwise owned by the City pursuant to Section 5.01. Lessee shall repair any damage to the land caused by such removal. On such expiration or termination, neither Lessee nor its creditors and representatives shall thereafter have any right at law or equity in or to the Premises or to repossess any of the same, or in, to or under this Lease, and the City shall have and shall succeed to all right, title, and interest of Lessee in and to the Premises, free and clear of the right, title, or interest therein of any creditor of Lessee or any other person whatsoever. Lessee covenants and agrees to execute, acknowledge, and deliver such deeds, bills of sale, termination statements or other instruments as may be requested by the City, or to acknowledge the Termination Date of the Lease as to the Premises, all in recordable form. The provisions of this section shall survive the expiration or earlier termination of this Lease.

**Section 1.06**

**Consideration.**

- (a) In consideration of the rights, benefits and privileges accruing to the Lessee resulting from this Lease and its use of the Premises, Lessee agrees to maintain RMLL in good standing.
- (b) City and Lessee agree that the Premises and any Improvements (defined in Section 5.01) to be constructed thereon will be constructed, developed, and occupied under the single, designated control of Lessee.

**ARTICLE II**

**COVENANTS AND WARRANTIES OF THE CITY**

**Section 2.01**

**Estate and Authority of City.** City covenants, represents, and warrants that:

- (a) The execution, delivery and performance of this Lease by City have been authorized by all necessary action on the part of City;
- (b) This Lease constitutes a legal, valid, and binding obligation of City enforceable in accordance with its terms subject to equitable principles, which could affect specific performance;
- (c) City has the authority to lease the Premises under the terms set forth herein to Lessee under its Home Rule Charter, City Code, and the statutes of the State of Colorado, as amended;
- (d) City owns fee simple title to the Premises;
- (e) The Premises are free and clear of all liens or encumbrances other than those created by this Lease and any existing easements.

**Section 2.02**

**Existing and Future Easements and Rights of Ways.** This Lease is subject to all outstanding easements and rights of way over, across, in, and upon the Premises, or any portion thereof, and to the right of City to grant such additional easements and rights of way over, across, in, and upon the Premises as City shall determine to be in the public interest. City shall notify Lessee of any easement activities that could impact Lessee's operation. Such additional easements and rights-of-way shall not unreasonably interfere or detract from the Lessee's intended Purposes.

**Section 2.03**

**Quiet Possession.** City covenants that Lessee, upon performing and observing the covenants to be observed and performed by Lessee under this Lease, shall peaceably hold, occupy and enjoy the Premises during the Term of this Lease, subject to City's right of access as stated in Section 8.01 herein. Nothing herein shall limit City's right to enter and inspect the Premises on a reasonable basis during normal business hours so long as City does not unreasonably interfere with the operations of Lessee or the Purposes.

**Section 2.04**

**Premises taken by Lessee "as is, where is".** City makes no representations herein concerning the condition of the Premises; or its suitability for the purpose intended by the Lessee. No representations are made, or implied,

concerning the existence, condition, or suitability of electrical wiring and service, septic facilities or service, or plumbing. No representations are made, or implied, concerning the environmental condition including, but not limited to, any pollution, present or past, hazardous materials, or any other condition that may require environmental remediation. Lessee acknowledges that Lessee takes the Premises "as is, where is". Furthermore, the City shall have no obligation to repair or replace any building or other improvement in the event of damage or loss, regardless of the cause of such damage or loss.

### **ARTICLE III USE OF THE PREMISES**

- Section 3.01**     **General.** The parties agree that during the Term of this Lease, Lessee shall use the Premises in support of a library of books and other resources, and environmental and historical education programming (“Purposes”). Related uses may include meeting rooms, arts/crafts workshops, guest lodging, food service, staff quarters, public information center/retail, storage space and offices that are incidental to the Purposes. Lessee may also need to build new structures in support the Purposes and intended use.
- Section 3.02**     **Prohibited Uses.** Any use that is not directly or incidentally related to or does not promote or facilitate the Purposes shall not be allowed on the Premises.
- Section 3.03**     **Rent.** As rental, Lessee agrees to pay City, in advance, at the commencement of the Term hereof, and on each successive yearly anniversary date hereof, without notice, demand or set off the sum of five dollars (\$5.00). All rental payments shall be made at the address of the City as set forth in Section 10.02, or such other place as the City may designate in writing to the Lessee.
- Section 3.04**     **Improvements.** The Lessee must obtain written approval from the City prior to constructing, installing or permanently affixing any Improvement to the Premises. Lessee shall submit plans for any Improvement for Aurora Water Director approval. All Lessee Improvements shall comply with all federal, state, and local laws and regulations. Should Improvements be constructed, installed or permanently affixed to the Premises, they shall be considered an Improvement for purposes of Section 5.01 of this Lease. The Premises shall not be altered or changed without the written consent of the City, which consent shall not be unreasonably withheld.
- Section 3.05**     **Maintenance.** Lessee at Lessee’s expense shall keep the entire Premises in existing or better condition and keep all improvements in good condition and repair. This obligation applies to the entire Premises including but not limited to the interior and exterior of all buildings, and all other improvements, regardless of when installed.
- Section 3.06**     **Utilities.** Lessee shall be responsible for providing any utilities needed to serve Lessee’s Purposes on the Premises. Lessee may use the one state permitted ground water well on the Premises, provided that such use must be in compliance with the well permit conditions. The Lessee shall be

responsible for the operation, maintenance, and replacement of the well pump as needed. Lessee shall be responsible for any needed installation, maintenance, and repair of any septic system. Lessee shall pay or cause to be paid all charges for all public utilities or other public services for the Premises during the Term of this Lease.

**Section 3.07** **Taxes.** Lessee shall be responsible for and pay any and all real property or other taxes, including taxes on possessory interests, metropolitan district charges, or other assessments or charges which are levied against any or all of the Premises. Failure to do so shall constitute an event of default under Article VII hereof.

**Section 3.08** **Historic Nature of the Premises.** The parties to this Lease acknowledge the historic significance and character of the Ranch and the existing ranch house located on the Premises. The Lessee may seek historic designation of the Premises, or any portion thereof, provided however, that the City shall have the opportunity to review and approve any application or other type of submittal prior to submission.

#### **ARTICLE IV** **INSURANCE AND INDEMNITY**

**Section 4.01** **Insurance.** Three months after the commencement of this Lease, Lessee shall obtain and thereafter maintain at all times during the Term of this Lease general liability insurance insuring against bodily injury or property damage occasioned by occurrence, accident or disaster in or about the Premises but excluding the buildings on the Premises. Such policy or policies are to be written with a limit of coverage of not less than \$600,000.00 in respect to bodily injury and property damage for any one occurrence. Upon 30 days notice from City, Lessee shall update and augment such insurance with such additional amounts and/or coverages as are then reasonably requested by City of other holders of similar rights or interests. All policies shall provide by appropriate language that the City and its officers, agents, or employees are additional insureds, that the insurance afforded by such policies is primary insurance. Lessee shall be responsible for paying prior to the delinquency date all premiums for insurance required pursuant to the terms of this Lease for the Premises during the Term. Lessee shall deliver to the City copies of paid receipts for all insurance premiums prior to any applicable delinquency date.

**Section 4.02** **Certificates.** Certificates of insurance required by Section 4.01 shall be delivered to City annually. Such certificates shall confirm that City, its officers, agents, or employees are additional insureds with respect to such insurance, and that such insurance may not be canceled or amended without 30 days prior written notice to City.

**Section 4.03** **Lessee/Indemnity.** The Lessee will indemnify and save/hold harmless City, its officers, agents, or employees from and against any and all liability, loss, damages, expenses, costs of legal action and judgments, including attorney's

fees (to the extent that same are not paid out of the proceeds of insurance provided by the Lessee pursuant to Section 4.01 above) caused by or arising out of or from any activities under this Lease by the Lessee, its agents, employees, contractors, representatives, or licensees, including but not limited to any and all claims to persons or Premises occasioned by the negligence of the Lessee, its agents, employees, contractors, representatives, and licensees (“Lessee’s Obligations”). The Lessee, at the Lessee's cost and expense, will defend any and all suits which may be brought and claims which may be made against City, its officers, agents, or employees related to Lessee’s Obligations, and shall satisfy and discharge any and all judgments that may be recovered against City, its officers, agents, or employees in any such action or actions in which City, its officers, agents, or employees may be a party defendant or that may be filed against the Premises, except to the extent such claims, actions or losses were caused by or arose out of, directly or indirectly, the negligent acts or willful misconduct of City, its officers, agents, or employees. In no event shall the Lessee have any liability resulting from any act or omission occurring prior to the Term of this Lease.

**Section 4.04** **No Indemnity by City.** The City shall not indemnify, hold harmless, or otherwise be responsible for damages to Premises or injuries to persons which may arise from or be incident to the use and occupation of the Premises nor shall it be responsible for damages to the Premises or injuries to the persons of the Lessee, its agents, employees, or representatives or others who may be on the Premises at their invitation, arising from activities of the Lessee, and the Lessee shall hold the City harmless from any and all such claims.

**Section 4.05** **Immunity.** Nothing contained in this Lease shall be deemed to constitute a waiver of immunity to which the City may be entitled under the laws of the State of Colorado, as amended and in effect from time to time.

**ARTICLE V**  
**LEGAL TITLE TO IMPROVEMENTS**

**Section 5.01** **Legal Title to Improvements.**

- (a) **Definition of Improvements.** For purposes of this Lease, the term “Improvements” shall mean any valuable addition to the Premises, including, but not limited to, any buildings or structures, paved areas, sidewalks, sewers, and utilities constructed, installed or permanently affixed to the Premises. “Improvements” shall not include Lessee-Owned Property, as defined below.
- (b) **Title to Improvements During Term of Lease.** Legal title to the improvements now or hereafter constructed, installed or permanently affixed to the Premises by Lessee or any of Lessee’s licensees, and all alterations thereto when constructed, installed or permanently affixed to the Premises, shall be and remain with Lessee or licensees during the continuance of this Lease, except for motor vehicles, machinery or equipment owned by the City and placed by the City in or on the Premises

by the City or the Lessee or any of Lessee's licensees, whether installed or permanently affixed.

- (c) **Title to Improvements Upon Termination of Lease.** Upon the termination or expiration of this Lease, legal title to all buildings, structures and other Improvements shall automatically and without further consideration vest in the City.
- (d) **Title to Lessee-Owned Property Upon Termination of Lease.** Upon the termination or expiration of this Lease, legal title to any (i) vehicles, (ii) movable equipment, (iii) movable machinery, (iv) movable partitions, furniture and furnishings, (v) trade fixtures, and (vi) any electrical, HVAC, mechanical, plumbing or telecommunication (voice/data/signal) systems that provide service to a particular area of the Premises through a localized point of distribution placed or installed on the Premises by the Lessee or any of Lessee's licensees, even if affixed to the Premises or any building thereon ("Lessee-Owned Property"), shall remain with the Lessee or licensee that placed or installed such Lessee-Owned Property on the Premises. Upon the expiration or termination of the Lease, Lessee or any of Lessee's licensees that placed or installed such Lessee-Owned Property on the Premises shall remove all Lessee-Owned Property and shall, at its own expense, repair any and all damage to any buildings or the Premises resulting or caused by such removal.

## **ARTICLE VI ASSIGNMENT; SUBLEASE**

**Section 6.01** **Assignment.** Lessee shall not transfer or assign this Lease or any property contained within the Premises to any party without prior City approval. Lessee shall not assign or transfer any property on the Premises, sublet the Premises or any part of the Premises, or grant any interest, privilege or license whatsoever in connection with the Lease to any party without prior City approval.

## **ARTICLE VII DEFAULT**

**Section 7.01** **Events of Default.** The occurrence of any of the following acts or events shall constitute events of default under this Lease (herein referred to as "Default"):

- (a) Lessee fails to make any payment of insurance or other monetary obligations required of Lessee under this Lease, and such failure continues for a period of ten (10) days after City shall have given Lessee written notice of such failure;
- (b) The Lessee fails to fulfill or perform any of the Lessee's covenants (other than those described in (a) above), agreements or obligations under this Lease, and such failure continues for a period of 30 days after the City shall have given Lessee written notice specifying the nature of such

failure; provided, however, in the event the Default is of a non-monetary character that requires additional time in which to cure and the City determines that the Lessee has commenced and is prosecuting with diligence said cure, the termination date specified in said notice shall be extended for the period reasonably required to cure the non-monetary Default, so long as there is no monetary Default;

- (c) A bankruptcy on the part of Lessee occurs; or
- (d) The Lessee totally abandons the Premises and such abandonment shall continue for a period of 120 days after notice to Lessee.

**Section 7.02**      **Rights of City Upon Default**

- (a) Upon the occurrence of any Default hereunder and after the expiration of all required notice and cure periods, City may:
  - (1) Give Lessee written notice of its intention to terminate this Lease in accordance with the provisions of this Lease. On the date that Lessee's right to possession of the Premises ceases the Lease will be terminated, except as to the Lessee's liability as set forth herein. If this Lease is terminated due to Default, Lessee will remain liable to City for damages.
  - (2) Exercise any remedies available at law or in equity for a default by the Lessee occurring at any time under this Lease and shall be entitled to recover attorneys' fees and costs incurred to enforce this Lease.
- (b) Immediately upon termination of this Lease for Default by the Lessee under the provisions of this Lease, ownership of and title to all buildings, structures, and other improvements, and all machinery and equipment, as provided in Article V herein, shall vest in City or City may require that such improvements be removed and the Premises be restored at the Lessee's sole expense.

**ARTICLE VIII**  
**GOVERNMENT PROVISIONS**

**Section 8.01**      **City's Right to Enter.** City, its agents, employees, or representatives shall have the right to enter upon the Premises at any time, upon reasonable notice, for the purpose of performing inspections, inventory, conducting any necessary response action or corrective action, and when otherwise reasonably deemed necessary in City's judgment and Lessee shall have no claim of any character on account of such entry against City, or any of its agents, representatives, or employees. The City reserves the right, at its sole option, to authorize other persons to access the Premises for the limited purpose of delivery, removal, and tending to grazing livestock on the Buffalo Peaks Ranch. In exercising the rights granted herein, City shall use reasonable efforts to minimize interference with the lessee's use of the Premises.

- Section 8.02**      **Nondiscrimination.** Usage of the Premises will be nondiscriminatory to the end that no person shall, on the account of race, color, religion, sex, age, disability, or national origin, be excluded from using the Premises.
- Section 8.03**      **Compliance with Laws.** Lessee shall comply with all applicable federal, state, and local laws, ordinances, regulations, codes and standards applicable to its leasing and operation of the Premises and ownership of the buildings and improvements associated therein including, without limitation, laws applicable to the construction, ownership, alteration or operation of the buildings, and such compliance shall be a material requirement of this Lease. Lessee, without additional expense to City, shall be responsible for obtaining any licenses and permits necessary to fulfill its obligations under the terms and conditions of this Lease.
- Section 8.04**      **Mining, Drilling, and Excavation.** The Lessee shall conduct no mining or drilling operations, remove no sand, gravel, or kindred substances from the Premises for commercial resale purposes.
- Section 8.05**      **Encumbrance on Lease Estate.** Lessees shall not subject the lease estate or the fee estate to any lien or encumbrance of any kind.

**ARTICLE IX**  
**ENVIRONMENTAL, SAFETY AND HEALTH**

The following provisions apply to those operations and activities performed by the Lessee, its agents, employees, contractors, representatives or licensees.

- Section 9.01**      **Environmental, Safety and Health.** It is the responsibility of the Lessee to perform work in a manner that is protective of workers, the public, and the environment. It is the responsibility of the Lessee to comply with all applicable federal, state and local environmental, safety and health laws, regulations, ordinances, codes and standards. It is the responsibility of the Lessee to obtain any necessary licenses, approvals and permits needed to perform its operations and activities. The Lessee is responsible for compliance with applicable environmental permits, plans and/or reports.
- Section 9.02**      **Waste Management.** It is the responsibility of the Lessee to comply with applicable federal, state and local liquid, sanitary/industrial, solid and hazardous waste management laws, regulations, ordinances, codes and standards.
- Section 9.03**      **Occupational Safety and Health.** Safety and health must be considered as integral parts of Lessee's planning and management processes. Lessee shall comply with all applicable federal, state, and local occupational safety and health laws, regulations, ordinances, codes and standards.
- Section 9.04**      **Cultural Items.** Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity (excluding buildings on the Premises). In the event such items are discovered on the

Premises, Lessee shall immediately notify City and protect the Premises and the material from further disturbance until City gives clearance to Lessee. As part of the Purposes, an archaeological program plan to find, record, and disturb artifacts may be submitted to Aurora Water Director for approval prior to such activities taking place.

**Section 9.05**      **Protection of Premises.** Lessee hereby covenants and agrees that through the Term of this Lease it shall, at its sole cost and expense, protect and maintain in good order and condition all portions of the Premises. The Lessee/ shall exercise commercially reasonable due diligence in the protection of the Premises against damage or destruction by fire and other causes.

**ARTICLE X**  
**MISCELLANEOUS**

**Section 10.01**      **Separability.** All rights, powers, and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease valid and enforceable.

**Section 10.02**      **Notices, Demands and Other Instruments.** When either party desires to give notice to the other in connection with and according to the terms of this Lease, such notice shall be given by certified mail, return receipt requested, with sufficient postage prepaid thereon, or by nationally recognized overnight delivery service and said notices shall be addressed as follows, or to such other address(es) as may be designated, in writing, to the other party:

For The City:      City of Aurora  
                         15151 E. Alameda Parkway, Suite 3600  
                         Aurora, CO 80012-1555  
                         Attn: Kathy Kitzmann

For the Lessee:    Rocky Mountain Land Library  
                         574 Humboldt Street  
                         Denver, CO 80218  
                         Attn: Jeff Lee

**Section 10.03**      **Headings and Captions.** The headings and captions to the various sections and articles of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

**Section 10.04**      **Exhibits.** The following Exhibits attached hereto are by this reference incorporated herein and made a part hereof:

Exhibit A      Description and Depiction of Premises

**Section 10.05**      **Lease Not Joint Venture.** Nothing contained in this Lease shall be construed as creating or establishing a joint venture or partnership between City and Lessee.

- Section 10.06**     **Entire Agreement; Amendments.** This Lease (and the Exhibit attached hereto) sets forth the entire understanding and agreement of City and Lessee with respect to the Premises; all courses of dealing, usage of trade and all prior representations, promises, understandings and agreements whether oral or written, are superseded by and merged into this Lease. No modification of or amendment to this Lease shall be binding upon the Lessee and/or the City unless in writing and signed by both parties hereto.
- Section 10.07**     **Severability.** If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- Section 10.08**     **Construction of Document.** All provisions of this Lease have been negotiated by both parties at arm's length and neither party shall be deemed the scrivener of this Lease. This Lease shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof.
- Section 10.09**     **Binding Effect**  
This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the Premises. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both City and Lessee.
- Section 10.10**     **Waiver.** The waiver by the Lessee or City of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or any other term, covenant or condition herein contained.
- Section 10.11**     **Bankruptcy.** If Lessee enters into or is placed into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the City within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court, and any identification numbers related to the case.
- Section 10.12**     **Applicable Law.** This Lease shall be given effect and construed by application of the laws of the State of Colorado. Any action or proceeding arising hereunder shall be brought in the courts of Colorado; provided, that if any action or proceeding arises under the U.S. Constitution or laws of the United States, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a U.S. District Court, it shall be brought in the U.S. District Court for the District of Colorado, or any successor federal court having original jurisdiction.

**ARTICLE XI**  
**DISPUTE RESOLUTION**

The parties agree to make good-faith efforts to settle any dispute or claim that arises under this Lease through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties shall consider the use of alternative disputes resolution (ADR). Costs shall be allocated by the mediator or arbitrator, except that there shall be no pre-decisional interest costs, and each party shall bear its discretionary costs. The parties agree that, substantive issues presented for mediation, arbitration, dispute, claim, litigation, or other effort at resolution shall be determined in accordance with the laws of the State of Colorado

**IN WITNESS WHEREOF**, City and Lessee have caused this Lease to be executed as of the day and year first above written.

**Rocky Mountain Land Library**

Jeff Lee  
Jeff Lee, Director

9-25-13  
Date

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

Stephen D. Hogan  
Stephen D. Hogan, Mayor

9/5/13  
Date

ATTEST:

Janice Napper  
Janice Napper, City Clerk

9/5/13  
Date

APPROVED AS TO FORM FOR AURORA:

Jack D. Bajorek  
Jack D. Bajorek, Assistant City Attorney

6/11/13  
Date

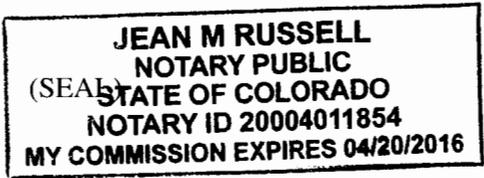
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STATE OF COLORADO     )  
  ) ss  
COUNTY OF ARAPAHOE    )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of September 2013, by Stephen D. Hogan, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. Jean M Russell  
Notary Public

My commission expires: 04/20/2016



# Exhibit A: Rocky Mountain Land Library Leasing Boundary

The area leased by the Rocky Mountain Land Library is approximately 60 acres within the NE 1/4 of Section 9, Township 11 South, Range 76 West.

The southern boundary is 25 feet from the Middle Fork of the South Platte.

The western boundary is 100 feet from the centerline of the highway.

The northern boundary is 200 feet from the end of the corrals on the north end of the complex. This boundary runs parallel to the northern-most fencing of the final corral.

The eastern boundary meets the southern boundary where the existing fence line (if extended) would be 25 feet from the Middle Fork of the South Platte. The boundary follows this fence line north-west until reaching 100 feet south of the existing corrals. The eastern boundary then heads east, then north, then west, creating a perimeter 100 feet away from the existing barn and corrals, until it reaches a fence line which encircles the center of the property. The boundary follows this fence line until reaching 100 feet from the existing barn. Then it runs northwest, parallel to the fences of the northern corrals, until reaching the northern boundary.



This map is an estimation of the leasing area boundaries, and is not considered a legally binding survey.

## Legend

 Approximate Lease Area

0 262.5 525 1,050 Feet



**Infrastructure and Operations Policy Committee (IOPC) Meeting**  
July 17, 2013

Members Present: Council Member Bob Roth, Chair; Council Member Sally Mounier

Others Present: Jack Bajorek, Tom Barrett, Marshall Brown, Mac Callison, Larry Catalano, Dave Chambers, Joani Cravens, Lisa Darling, Joann Giddings, Cathy Haddon, Karen Hancock, Sean Lieske, Karen Hancock, Pam Hensley, Vinessa Irvin, Rick Marsicek, Mike McHugh, Christine McKenney, Dan Mikesell, Melissa Miles, Stephanie Stevens, Joe Stibrich, Pieter Van Ry, Bob Watkins; Elly Watson, Kevin Wegener, Tracy Young, Chuck Culig (RTD), Lou Delaney (Kathryn Works & Assoc.), Jim Mitchell (CWAC), Ken Phillips (CWAC)

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### **I. Approval of June 26, 2013, Minutes**

The minutes of the June 26, 2013, meeting were approved as submitted.

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### **II. Consent Items**

#### **Monthly Water Supply Update Construction Change Order Summary Report**

Comments:

None.

Outcome:

The Consent Items were supported as presented.

Follow-up Action:

None.

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### **III. Citizens' Water Advisory Committee (CWAC) Quarterly Report**

K. Phillips said there were two items that IOPC requested CWAC to follow up on:

- From the April meeting review the budget change request for additional street sweeping equipment. When the item is presented to CWAC, they will provide recommendations at that time. Following the meeting and presentation in April, they did not have sufficient information to go further.
- Water Connection Fee Study regarding residential connections was presented to CWAC July 1, in a very preliminary state. CWAC concurred with the approach to determine system demand by utilizing the number of bathrooms and lot sizes as a basis for structure connection fees. CWAC awaits the opportunity to review the research and proposals for water connection fees when that information is complete. CWAC will make a recommendation at that time. Several questions were asked of Aurora Water staff during the presentation regarding the parameters and metrics about how they arrived at some of the possibilities to determine lot size, number of bathrooms, toilet connections, etc. Some members of CWAC indicated that lot size may not be as important a factor to be considered because the trend in building today is lots keep getting smaller while structures are getting larger.

Comments:

None.

Outcome:

This item was for informational purposes only.

Follow-up Action:

None.

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*Council Member Roth requested items VII. and VIII. below be presented next*

**VII. High Line Canal IGA**

L. Darling said the Urban Drainage and Flood Control District (UDFCD) proposed a feasibility study to analyze the use of the High Line Canal as a stormwater treatment facility. The total cost of the study is \$150,000 and includes six stakeholders – UDFCD and Denver Water as primary leads, and Aurora Water/Parks, Recreation and Open Space (PROS), Arapahoe County, Douglas County, and the City and County of Denver. Each entity would contribute \$12,500. UDFCD and Denver Water would contribute \$50,000 each as owner and operator of the canal. The process will take about one year to look at some of the more detailed concepts and develop pilot study recommendations. The Intergovernmental Agreement (IGA) states the necessity and cost distribution of the study.

Comments:

None.

Outcome:

The Committee supported moving the IGA forward to the next available Study Session with the option of a presentation at that time.

Follow-up Action:

Staff will add this item to the next available Study Session agenda.

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**VIII. Water Service Connection Fees**

P. Van Ry said work on a complete re-evaluation of water connection fees has been underway for several months. Today's presentation of the preliminary results focuses on single family residential homes. In August, a presentation will be made on the fee schedule for non-residential and multifamily. There are many drivers for this study. There has been a fundamental change in water use demand patterns since the 2002 drought. Conservation has made a difference in how residents are using water, and fixtures are more efficient. In 2008, the recession caused a decrease in growth. Growth is now occurring in the area of transit oriented development sites. The Mayor and City Council requested the tap fee schedule be evaluated to add defined resolution.

A connection fee is a new connection to the system and is based on a proportionate share of the demand that the new connection places on the system. Infrastructure must be built to serve the projected demand. Connection fees fund the Capital Improvement Program (CIP) and debt service. The single-family detached home category is currently a one-size-fits-all fee of \$24,460 no matter the size of the home or if it is a 3/4 or 5/8 inch tap. The existing fees are tied to meter size. This study analyzed actual usage data from the past six years. The fee was broken into an indoor use portion and an outdoor use portion. A single-unit per gallon per day cost was determined which includes all infrastructure needed to provide a gallon per day of water usage. The unit cost is based on five subcategories as follows.

- Water Resources Fee is the wet water (water rights) that must be purchased.
- Source of Supply is the infrastructure to get that wet water from the mountains to the treatment plants.

- Treatment and Distribution is the treatment systems in the City and the distribution system that gets the water to homes.
- Carrying Costs is what it costs Aurora Water to build infrastructure ahead of time so it is in place when the demand hits the system.
- Water Losses occur throughout the system. There is an assumed water loss of 35% for the wet water, a 20% loss is assumed for source of supply, and a 5% loss rate for the Treatment and Distribution system.

The indoor portion of the table is broken into three usage types based on the number of bathrooms (one to two, three to four, or five plus bathrooms). Under the three categories, the average use per day multiplied by the unit cost would result in fees of \$5,500, \$8,900, or \$15,000 respectively. Another option would be to use just one category of average use.

The outdoor portion of the fee is based on lot size. On an 8,000 square foot lot with three-to-four bathrooms, the proposed fee would be \$16,428. Currently the cost would be \$24,460. It is a substantial reduction. A 50,000 square foot lot and five plus bathrooms would result in a fee increase because of the greater projected demand on the system. That fee would go from the existing \$24,460 to \$62,000. Adjustability has been built into the fee schedule so that a developer may customize what they do with a project.

Currently, 97% of the single family residential lots in Aurora are 14,000 square feet or less, so the new fee structure would provide, at a minimum, an approximate reduction of \$1,400 compared to today's fees. The irrigation portion is based on lot size. The ability for a developer to use xeric design and get a credit for that installation has also been built into the fee structure. Aurora Water wants to encourage developers to use xeric installations prior to selling the home. The lower water use would result in a \$.39 per square foot connection fee credit.

Aurora Water has received feedback from the Citizens' Water Advisory Committee (CWAC) and the Homebuilders Association (HBA) supporting the proposed fee schedule having the ability to be customized based on the number of bathrooms. One point raised by CWAC is that there may be a need to account for rough-in bathrooms typically in the basement.

CWAC supports the idea of a graduated lot size scale based on per thousand square feet. HBA supports the idea that the lot-size calculation be individualized on a per square foot basis.

#### Comments:

Council Member Mounier congratulated Aurora Water on this study and inquired what the Homebuilders Association had to say. P. Van Ry responded that the head of the HBA is cautiously optimistic. This study has been looked at from many different angles to make sure nothing is being overlooked in the analysis. Staff are confident that these numbers translate to the actual demand and revenue required to meet that demand. After walking her through all of the calculations, the feedback was very positive. This presentation will be made to the Joint Task Force in August.

Council Member Roth asked if the Committees' response to today's questions on single family homes would have any effect on the multifamily and commercial categories. P. Van Ry responded there would be no impact on the other categories. M. Brown added the revenue from each customer class is isolated to that customer class. Council Member Roth asked if using one square foot increments to determine the fee based on lot size would use more staff time. P. Van Ry responded it would take no additional staff time to do it this way.

Outcome:

The Committee supports using the number of bathrooms and exact lot size to determine tap fees.

Follow-up Action:

This item was for informational purposes only.

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**IV. I-225 FasTracks Update**

M. Callison said at the end of June, Planning Commission approved the Iliff Ave. Station site plan. In July they approved the Florida Ave. Station site plan. A public information meeting is scheduled for July 25, 2013, at 5:30 p.m. in the Council Chambers for the 13th Ave. Station. The presentation will begin at 5:45 p.m.

Initial clearing and grubbing has taken place adjacent to Abilene St. between Exposition Ave. and Iliff Ave. Fencing and fence posts have been taken down from just south of Exposition Ave. to Iliff Ave. to facilitate the preparation of the track subgrade. At Iliff Ave., preparation is moving forward for the Iliff Ave. rail bridge that will cross over from the south side to the north side. Traffic control is being developed to control and describe the Iliff Ave. lane restrictions and lane closures. It is anticipated to be a multi-phase project starting with the stormwater line passing under Iliff Ave. from south to north. That project will govern the lane closures of Iliff Ave. east/west travel lanes and turn lanes.

On Thursday, July 18, 2013, there will be an all-day workshop for the Fitzsimons Station Assessment process with full involvement by all of the Fitzsimons campus stakeholders. It will be held in the Aurora Room starting at 8:30 a.m. It is an effort to assess the strengths and weaknesses, pros and cons, opportunities and constraints of various locations roughly from the Ursula St. alignment point at Fitzsimons Pkwy. to the west working towards the Scranton St./Peoria St. area. A summary report will be generated from that effort, and it will be delivered to Regional Transportation District (RTD). RTD will also be participating in the workshop.

M. Callison said there will soon be a meeting with the project team, RTD, Kiewit, and AECOM to discuss Colfax Ave. Station bridge betterments.

D. Chambers reported there have been some developments concerning the 13th Ave. Station that City Council should be aware of prior to the public meeting about the station next week. The original design of this area was based on the 30% plans prepared in the I-225 LRT EE/PE Study (2009). The reality of trying to go under an interstate highway with a rail line plus integrating roadway and regional trails has prompted taking a fresh look at where the station should be located.

RTD has talked about the concept of a pocket track which is another track next to the platform where they can store an extra train set in case of a service interruption. 13th Ave. is a good location for this to occur because the adjacent land is owned by RTD. The Public Utilities Commission (PUC) will have a problem having 13th Ave. crossing the rail line due to safety considerations. Additionally, the parking lot was going to be located next to the highway. This would result in people crossing the rail tracks to access the parking lot or the station. Locating the parking on the east side would leave a strip of undevelopable land. It had been assumed that 13th Ave. would be able to go underneath I-225, but putting the rail line there would take up a lot of the room for where 13th Ave. would go. The area was surveyed, which revealed some physical limitations in being able to construct 13th Ave. through there in the future. In our betterments presentation at the Council Workshop, an extension of 13th Ave. was included. It now appears that we will not be able to extend that piece of 13th Ave. because of the geometry of where the rail line needs to go through. In the future, there are some things we could look at doing to extend 13th Ave., but it would be difficult and costly.

At the public meeting, the original submittal will be presented, but it appears the whole track system needs to move 139 feet closer to the highway. This would allow the pocket track to be placed and would also allow for a much larger developable area and the ability to access the platform without having to cross the tracks. Aurora staff has been working with RTD and they have agreed to slide the location closer to the highway. This move should also help their running speeds by eliminating the very tight turn.

In the betterments, we added some funding for a pedestrian/bike connection from the west. This has been included in our discussions with RTD. The City thinks it is a key link. Council Member Roth asked if there were any additional safety concerns or signage with the pedestrian/bike link. D. Chambers said there were additional concerns and they would be governed by the PUC. There will probably be some kind of gating system. This area gets a remarkable amount of pedestrian traffic. Once the area to the south develops, Dillon Way could be extended to tie into 13th Ave. This would be a development-related project.

Comments:

Council Member Mounier asked how long the workshop would last and if it would be appropriate for her to drop by to observe. M. Callison replied the workshop is scheduled from 8:30 a.m. to 2 p.m. Staff said it would be appropriate for her to attend. R. Watkins added the report would be brought before the IOPC. Council Member Roth asked if there were preconceived ideas of the alignment. R. Watkins said nothing has been determined and there are no preconceived biases.

Council Member Mounier asked when it will be decided where the station will be placed on Fitzsimons Pkwy. R. Watkins said that will be an RTD decision. Tomorrow's workshop is a part of the process. It is hoped the decision will be made by mid-to-late August.

Outcome:

This item is for informational purposes only.

Follow-up Action:

None.

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## **V. Intergovernmental Agreement with RTD for the Construction of the FasTracks I-225 Light Rail Project**

K. Wegener summarized the table of issues from the Intergovernmental Agreement (IGA) between Regional Transportation District (RTD) and City of Aurora. The entire project is 10.5 miles from Nine Mile Station up to I-70. It includes seven stations. With regard to project management, it is key that our agreement is with RTD. Kiewit is the design/build contractor. The strength of our relationship with RTD is what this IGA is built on. RTD's contract is with Kiewit. The project involves and impacts operations for many City departments, most notably Public Works, Water, Parks, and Planning. The City Manager has the overall control and responsibility. The Director of Public Works is designated as project liaison. There is a dispute resolution process that goes through a hierarchy to the City Manager and the RTD General Manager.

The project will cost RTD an estimated \$687 million. The construction contract alone is in the range of \$350 million. When voters agreed to fund FasTracks in 2004, there was a provision for local match of 2.5% which is over \$17 million. Our local match is being addressed through right-of-way dedication, common use easements, and use of other capital improvement assets that we already have, including use of our franchise agreement to be able to have Xcel relocations completed on behalf of the project. The project description and the basis of the contract that RTD has with Kiewit is the 30% design and

received a lot of public review in the 2008-2009 timeframe with the exception of the revision of the alignment from Montview Blvd. to Fitzsimons Pkwy.

As a design/build project, things are scoped but are not fully refined and developed until the design is complete. Project refinements, enhancements, and betterments are being addressed through a process with RTD and Kiewit. Other stakeholders may participate in betterments, although no one has stepped forward yet. The IGA addresses this possibility. The decision to make the relocation from the Montview Blvd. alignment to the Fitzsimons Pkwy. alignment does not imply which side of the road or exactly where the station will go.

The agreement addresses the betterments. When betterments are identified, RTD performs a technical analysis and determines whether or not it is feasible. The cost has to be identified. Some betterments may be required to go to the RTD Board. Another provision of the IGA is fencing at stations. Upgraded fencing will be placed within close proximity to stations. If Aurora wants upgrades beyond that, that is a City-proposed betterment. An exhibit of right-of-way parcels (30 to 40 pages) will be included in the backup for Study Session. They are not completely tied down because it is a design/build project. There will be easement revision and refinements as we go along as with the East Rail Line. This agreement is designed to be flexible to allow for that responsiveness to that condition as the project moves forward.

The Iliff Station is specifically identified in the agreement. RTD has acquired the parcel on which a parking structure will be constructed if that decision is made by the City. RTD is realizing \$2.778 million in savings from their anticipated acquisition and surface parking lot and agreeing to contribute that to the City for the park-n ride construction. The City is obligated to award a contract for that construction by July 1, 2014. We need to keep moving forward and making a decision on whether or not the City will fund the parking structure. If we are not ready by July 1, 2014, that leaves RTD enough time to deliver the surface parking for 600 spaces on the lot they have already acquired and a nearby site as well (not yet acquired).

Six grade separations have been identified. I-225 & 13th Ave. is an existing bridge of the highway. The work has been done to widen Yale, the bridge over Iliff Ave., Mississippi Ave., 6th Ave. and Colfax Ave.

We have agreed and committed to a schedule of 21-calendar days for plans reviews. The schedule for common use agreements and easements is all based on timely delivery. All of this results in the project going into operation in mid 2016, as planned. The PUC approval process is very important. RTD is the applicant. We agree we will not actively seek additional grade separations or recreational paths in the PUC proceedings except that the City may choose to file evidence on the need for a Peoria grade separation.

RTD, as a matter of policy and practice, does not want to pay fees to local governmental jurisdictions. Instead, we have a provision that we have a calculated amount of staff time to use as a basis for the “in lieu of fees and permits” that would have been collected. This does not impact water tap fees. That reimbursement amount is \$3.4 million which will be paid out incrementally through the three years of the project. During the construction phase, there is oversight and monitoring through the City’s project manager and through C. Culig of RTD.

Comments:

Council Member Roth remembered something about \$4 million possibly Denver Regional Council of Governments (DRCOG) related that was part of one of the funding cycles. He thinks it went to Aurora, but Aurora turned it over to RTD for \$7M for the I-225 corridor has that is mentioned in the IGA. M.

Callison replied that the City pledged that to RTD in the very early stages of the unsolicited proposal and evaluation of the competitive proposals. It went through a DRCOG process that made those funds available to RTD. They are federal funds, so those funds went to RTD to program into the East Corridor because we did not want to mix federal funds into the I-225 corridor which is funded by RTD local sales tax dollars. There was a credit for the City in the overall project. RTD purchased the footprint for the structure, the access roads, and the bus station. That cost \$4.6 million.

K. Wegener said there were a couple of clean-up items that will be included in the final version that would move forward to Study Session. One point would be making clear that the City Manager is the one over approvals for Aurora. The second point has to do with the local match. We won't have to go back and revisit it since things are in flux, so dollar values are estimates right now.

Council Member Mounier asked for clarification that the mention of Fitzsimons Golf Course was still correct since the line will be placed on Fitzsimons Pkwy. rather than Montview Blvd. K. Wegener said the golf course also abuts Fitzsimons Pkwy.

Outcome:

The Committee supported the IGA and forwarded it to Study Session.

Follow-up Action:

Staff will prepare this item for the July 22, 2013, Study Session.

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## **VI. Water Storage Planning**

J. Stibrich said this item is in response to a request from City Council and IOPC to provide more in-depth detail on the topic of water storage planning. This is a precursor to what will be presented on August 12, 2013, at Study Session. More detail will be provided at that time.

R. Marsicek said Aurora Water has a number of master plan documents including the Sewer Master Plan, Stormwater Master Plan, Reuse Water Plan, Water Distribution Master Plan, Treatment Master Plan, and a Water Resources Master Plan. They are all done on different schedules which can result in the plans contradicting each other because one was done two years ago and another one is using more up-to-date information. The Integrated Water Master Plan will take care of this issue. It will be a coordinated effort between different divisions within Aurora Water, mainly engineering and water resources, the capital projects division, operations, financial, as well as the City's Planning Department.

Aurora gets its water from three river basins and has storage in all three basins. The storage content can fall quickly. In two years, our reservoirs can go from nearly full to a caution stage. Climbing out of the 2002 drought took a number of years to reach capacity. Not only do we need additional storage, but we also need additional water rights so that we can recover from droughts more quickly and be prepared for the next drought cycle.

Around 156,000 AF of storage is available, which is three times our annual demand. Because of system losses, if the reservoirs were full, it doesn't mean that if we had no yield at all that we could survive for three years. A lot of water is lost through evaporation and transit losses as it makes its way to the city.

The budget for the Integrated Master Plan project is between \$2 million and \$2.6 million. It seems like a large number, but to put that into perspective, the Five-Year Capital Improvement Plan (CIP) program is about \$250 million. We are spending 1% to make sure that we are correctly planning for these projects and building them in the right timeframe. It is a fairly small investment to make sure that we are keeping our system reliable and spending our money wisely.

P. Van Ry said the reuse plan was last updated in 2008. Since then, Prairie Waters came online. Reuse is a raw-water source and will be incorporated into the overall planning effort. The Treatment Master Plan was presented to this Committee a few months ago. It will provide a jumpstart for the rest of the study. A lot of the information that went into the tap fee study will be capitalized upon in this new planning effort. The Distribution System Master Plan was last fully updated in 2006. It provides critical information on where everything is developing in the city. At that time, Aurora was still in a high-growth mode. Based on the economic downturn in 2008, an interim update was provided in 2010. However, it needs a comprehensive look again and to be integrated with all of the other systems.

The information is used in developing the Capital Improvement Plan. We are going to build a process that gives a template-based planning framework that helps to prioritize the projects. Business case analyses will be used in order to get a firmer comprehensive grasp on overall future risks that we can mitigate, and then appropriately plan the CIP to address all of those future needs.

Although this might not seem like an aggressive schedule, it actually has to be ready by June 2015 in order to use it for the 2016 CIP. We are currently in the consultant selection phase. Four consultants initially proposed on the project. This has been narrowed down to two with interviews taking place later this month. We plan to make a selection in the next few weeks. At that point, negotiations will center on scope of project and final fee. That information will be brought to City Council in the next few weeks to few months.

Comments:

Council Member Roth asked if the reason for outsourcing is to have a second set of eyes checking the numbers. R. Marsicek responded that there will be a lot of in-house involvement through coordination, but the purpose of outsourcing is to get this plan done in a timely fashion and make sure that deadlines are met. If we were to do these plans individually, it would cost almost \$3.5 million based on what we have spent on plans in the past or projected budgets for individual plans. A lot of the cost is from the water demand standpoint which is a big portion of any one of these studies. For the purpose of the Integrated Water Master Plan, water demands will be determined once and then used for all of the other areas of the study. If we were to do individual plans, we would have to review that section each time. Also, there are efficiencies in project management, report writing, and in capital improvement program itself.

Council Member Roth asked if the responding consultants were aware of the available budget. P. Van Ry said they were not provided with that information. It was a very comprehensive Request for Proposal (RFP) that provided a scope of work and asked the consultants to provide their qualifications. Council Member Roth said it sounded like it would be a true best value, not the lowest dollar.

Outcome:

The Committee supported this item and forwarded it to either a regular City Council agenda (if over \$2 million) or the weekly report (if under \$2 million) after selection of a consultant and final contract negotiations.

Follow-up Action:

Staff will add this item to a future regular City Council agenda or weekly report after selection of a consultant and final contract negotiations.

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## **IX. Upper Colorado River Endangered Fish Recovery Program Agreement**

J. Stibrich said there is a stretch of the Colorado River called the 15-Mile Reach that is very sensitive where there are four endangered fish species that are affected by water diversions. It is near Grand

Junction. A lot of effort and many millions of dollars have been spent by local, state and federal governments to come up with a solution to the problem. In 1999 a Programmatic Biological Opinion (PBO) was issued requiring specific action to make sure we are protecting those species as required by the Endangered Species Act. The four endangered species are the Colorado Pikeminnow, the Razorback Sucker, the Humpback Chub, and the Bonytail.

The crux of the opinion is that 10,825 AF per year is required to protect the fish species on the 15-Mile Reach to provide enough flow, spawning habitat, and the larvae they eat. The 10,825 AF is to be shared equally by the West Slope and the East Slope entities. Denver Water has been providing the Eastern Slope half through some reoperation of some of their facilities. They have a ten-year agreement to provide that water while everyone else figured out how to come up with a permanent solution. The Colorado River Water Conservancy District out of Glenwood Springs has been providing the Western Slope's share. Aurora has diversions from the Colorado Basin. The Fish and Wildlife Service determined that the depletion Aurora takes along with the other entities results in an unlawful take of endangered species. The recovery program involving the 10,825 AF mitigates the depletions and there would be no further unlawful take of these species.

The Western Slope entities will provide their half of that water from the Ruedi Reservoir near Aspen. The Eastern Slope half is going to come from a facility tied into Granby Reservoir, which is owned by the Northern Water Conservancy District (Northern Water).

Northern Water purchased water rights for the Red Top Valley ditch which will be used to provide 5,400 AF per year for the East Slope's share. The various entities are responsible for a prorated share of the cost of the water right and also for construction required to make the whole system work properly. The total cost for the East Slope component is \$17.2 million. The Red Top Valley ditch water, that would normally be diverted for irrigation, will be sent into Granby Reservoir and released from there and sent down the river to the 15-Mile Reach. The cost for this program is based on average annual diversions by all of our water rights. Northern Water is paying over half of the cost. They will also pay for the maintenance and operation. Our 3.1% share including contingencies comes out to \$538,730 which is a capital cost to buy the water right at Red Top Valley ditch and to build the infrastructure. This is a one-time expense. There are no annual costs. Under very specific circumstances that the water would not be able to be delivered out of this mechanism, there will be an insurance agreement to allow the borrowing of Ruedi Reservoir. If this should occur, the estimated cost is an additional \$80,000 plus less than \$1,000 per year for annual operations and maintenance costs. This will be a separate agreement.

#### Comments:

Council Member Mounier asked if ratepayers are paying for this program. J. Stibrich said it is budgeted in Aurora Water's Capital Improvement Program, and it is as if we were building a project. The alternative to not participating in this program is we would have to purchase water on our own to cover our depletion. This would probably cost close to \$4 million. Council Member Mounier asked if the bottom line is that for the four fish the feds say we have to protect, it is costing us over \$538,730. J. Stibrich said this is the case. Council Member Mounier said she does not support this agreement, but supports moving it forward to Study Session where she will be voting against it.

Council Member Roth has an issue as well; with having the federal government dictate to us a one-half million dollar check to protect the fish. He also supports moving it forward to Study Session, but does not support the program. He wants all of City Council to see the presentation and make a decision.

#### Outcome:

The Committee does not support the participation agreement, but moved it forward to the next available Study Session agenda for full Council consideration.

Follow-up Action:

This item will be added to the next available Study Session agenda.

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**X. Buffalo Peaks Ranch Lease for Rocky Mountain Land Library**

J. Bajorek said this item is being brought back to IOPC after the June meeting where Council Member Mounier raised her concern about the delegation of authority and approval of the extension of the lease to the City Manager's office rather than City Council. Mr. Bajorek has since contacted the Rocky Mountain Land Library's (RMLL) legal representative to have them review the proposed change giving City Council the authority to approve or deny an extension of the lease. RMLL is fine with the change and wished to thank the city for the good will effort by Aurora Water.

Comments:

Council Member Mounier said she is fascinated by the Buffalo Peaks Ranch and asked if any thought had been given to using the remaining acreage as an Aurora park similar to Denver's Winter Park.

M. McHugh said Aurora Water has an agreement with the Division of Parks and Wildlife to provide stream access for fishing because it is some of the best fishing in the state. Aurora Water went through some extensive analyses on how the ranch could be used in order to promote better good will with Park County through economic development activities. Some of the possibilities that were investigated included a mushroom farm, solar farm, wind farm, and ranching hybrid cows. Monetarily, none of the ideas were feasible. The only idea that made any sense was to use the structures for a library facility and perhaps set it up as a learning destination. There are a lot of colleges and universities that come out in the summer to look at the property and use it as a botanical resource, a zoology resource, and to study the ecosystem. It is also used by geologists as a starting point to look for different deposits in the area. Archeology is another educational opportunity. Council Member Mounier would like to see the facility, and M. McHugh said he would be glad to take her to see it at any time. It takes about one and one-half hours to get there from Aurora.

Outcome:

The Committee supported this item and forwarded it to the August 12, 2013, regular City Council agenda.

Follow-up Action:

Staff will prepare this item for the August 12, 2013, regular City Council agenda.

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**XI. Miscellaneous Matters for Consideration**

None.

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The next meeting is scheduled for August 21, 2013, at 3:30 p.m.

## MINUTES

### **Regular Meeting – Aurora City Council Monday, August 12, 2013**

#### **CALL TO ORDER – REGULAR MEETING**

Mayor Hogan convened the regular meeting of City Council at 5:15 p.m.

#### **ROLL CALL**

PRESIDING:	Mayor Hogan
COUNCIL MEMBERS PRESENT:	Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth
COUNCIL MEMBERS ABSENT:	None
OFFICIALS PRESENT:	City Manager Noe, City Attorney Richardson, Assistant City Manager/City Clerk Napper
COUNCIL MEMBERS ARRIVING AFTER ROLL CALL:	None

Assistant City Manager/City Clerk Janice Napper announced the proposed items for discussion at executive session.

#### **CONSIDERATION TO RECESS FOR EXECUTIVE SESSION**

Motion by Peterson, second by Hunter Holen, to recess for executive session.

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

The executive session was recorded pursuant to the requirements of state law.

#### 1. **RECONVENE REGULAR MEETING OF AUGUST 12, 2013 AND CALL TO ORDER**

Mayor Hogan reconvened the regular meeting of City Council at 7:30 p.m.

#### 2. **ROLL CALL**

PRESIDING:	Mayor Hogan
COUNCIL MEMBERS PRESENT:	Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth
COUNCIL MEMBERS ABSENT:	None
OFFICIALS PRESENT:	City Manager Noe, City Attorney Richardson, Assistant City Manager/City Clerk Napper

#### 3. **INVOCATION** Renie Peterson, Aurora City Council

#### 4. **PLEDGE OF ALLEGIANCE TO THE FLAG**

#### 5. **APPROVAL OF THE MINUTES OF THE MEETING OF JULY 22, 2013**

Motion by Broom, second by Roth, to approve the minutes of July 22, 2013 as presented.

- ◆ *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, Broom, Cleland, LeGare, Markert, Mounier, Peterson, Pierce, Roth

Abstained: Hunter Holen

6. **CEREMONY**

a. Swearing in of newly appointed Boards and Commission members – Presiding Judge Richard Weinberg

<u>Name</u>	<u>Board or Commission</u>
Tom Ashburn	Aurora Housing Authority
Sherry Anderson	Library Board
Sheryl Eddings	Library Board
Laurie McKee	Library Board
Mary Mollicone	Library Board
Bernie Rogoff	Veterans Affairs Commission

Presiding Judge Richard Weinberg administered the oath of office to the board and commission members. Mayor Hogan and City Council congratulated the members and thanked them for their service to Aurora.

b. Swearing in of new Assistant City Attorneys – Presiding Judge Richard Weinberg

Charles Richardson, City Attorney, introduced Kelley Baskins, Christie Hoff and Jeffery Lindsey.

Presiding Judge Richard Weinberg administered the oath of office to the new Assistant City Attorneys.

7. **PUBLIC INVITED TO BE HEARD (non-agenda related issues only)**

Sarah Hamilton, Executive Director, Aurora Warms the Night, expressed appreciation to the Aurora City Council for their support and provided a brief update on the program.

Suzanna Cress, Aurora, Colorado, President, Morris Heights Homeowners Association, spoke in opposition to the new north side alignment of FasTracks through Fitzsimons because the alignment would create encroachment on the open space of the Sand Creek green belt.

Neil Fancher, CDIS Sign, Design and Print, invited all present to attend the grand opening of their new location at 11091 East Mississippi Avenue in Aurora scheduled for Friday, August 23, 2013 at 11:30 a.m.

Alice Morgan, Aurora, Colorado, echoed Ms. Cress' statements, asked how the RTD proposal would impact the pond improvement grant, and expressed concerns regarding the negative impact the alignment would have on the environment, crime and parking in the neighborhood.

Norma Authier, Aurora, Colorado, concurred with the previous statements related to the RTD realignment at Fitzsimons.

James Gillespie, Aurora, Colorado, Community Impact Government Relations Liaison, Mile High Council, Comitis Crisis Center, provided an update on the program.

Mayor Hogan announced the public meeting on the Fitzsimons realignment was scheduled for Wednesday, August 21, 2013 at North Middle School at 6:00 p.m.

- ◆ *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.*

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

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

**General Business**

- a. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Triple C Communications Inc., Englewood, CO in the amount of \$73,687.95 to purchase equipment and services for the upgrade of the Courts and Detention Center Public Safety Radio System. (B4015)
- b. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Ed Bozarth Chevrolet, Aurora, Colorado in the not-to-exceed amount of \$100,000.00 for the purchase of Chevrolet OEM vehicle parts and repair services as required through August 31, 2014. (B4019)
- c. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to The Jade Group D/B/A Cottman Transmission in the not-to-exceed amount of \$90,000.00 for transmission repairs and overhaul services on an as needed basis through August 31, 2014.
- d. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Western Slope Utilities, LLC, Breckenridge, Colorado in the amount of \$2,557,104.25 for construction of the 2013 Tollgate Interceptor Rehabilitation Project, Project Number 5351A.
- e. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Layne Christensen Company, Aurora, Colorado in the amount of \$589,730.00 for construction of the North Campus Well Field Infill Expansion Project, Project Number 5357A.
- f. Consideration to AWARD A SINGLE SOURCE CONTRACT to Johnson Environmental, LLC, Fort Collins, Colorado in the not-to-exceed amount of \$264,503.00 for the award of professional consulting and engineering design services associated with second phase of wetland credit development services for the Buffalo Peaks Ranch and Hayden Ranch properties.
- g. Consideration to APPROVE A LEASE between the City of Aurora and Rocky Mountain Land Library for related educational use and an associated residency program.

Motion by Roth, second by Hunter Holen, to approve items 9a – 9g, with a waiver of reconsideration on item 9e.

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

**Final Ordinances**

- ◆ h. **2013-26**  
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, adopting Section 146-1288 and amending Section 146-2001 of the City Code of the City of Aurora, Colorado, regarding the use of electric vehicle charging infrastructure within the City.

Motion by Roth, second by Hunter Holen, to approve item 9h.

- ◆ *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.*

Council Roth stated his support of this structure by which developments could install a charging station, noting it was not a requirement for a charging station.

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

10. **RESOLUTIONS**

- ◆ a. **R2013-50**  
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 Regional Transportation District for the I-225 Rail Line Project. **(Staff Request Waiver of Reconsideration)** STAFF SOURCE: Kevin Wegener, City Engineer, Public Works

Motion by Pierce, second by Roth, to approve item 10a, with a waiver of consideration.

Kevin Wegener, City Engineer, Public Works, provided a brief summary of the item.

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

- ◆ b. **R2013-51**  
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City acting by and through its Utility Enterprise, and the Urban Drainage Flood Control District amending the 2008 agreement for improvements for Bolling Drive Tributary at Tower Road in Adams County. STAFF SOURCE: Lawrence Catalano, Manager Water Capital Projects, Aurora Water

Motion by LeGare, second by Markert, to approve item 10b.

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

- ◆ c. **R2013-52**  
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Memorandum of Understanding between the City acting by and through its Utility Enterprise, the City and County of Denver, acting by and through its Board of Water Commissioners, the Board of County Commissioners of Douglas County, and the South Metro Wise Authority, regarding negotiations for an agreement reserving WISE project water for Douglas County. STAFF SOURCE: Marshall Brown, Director of Aurora Water

Motion by Broom, second by Hunter Holen, to approve item 10c.

Marshall Brown, Director of Aurora Water, gave a brief summary of the item.

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

Voting Nay: Peterson

11. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

- ◆ ***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.***

- ◆ a. **R2013-53**  
PUBLIC HEARING and Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, declaring the existence of a blighted area within the City and designating the area as appropriate for urban renewal (Iliff Station).

Motion by Markert, second by Roth, to approve item 11a.

Mayor Hogan opened the public hearing on the item.

Michael Sheldon spoke in support of the blight study designation, and provided a brief progress report on discussions between his client and senior planning staff related to the Iliff Station.

Council Member Markert asked that, moving forward, she be involved in those discussions.

Mr. Sheldon agreed to do so.

Council Member Roth agreed this station was setting a precedent for TODs throughout the I-225 line.

Council Member Peterson spoke in favor of TODs, but noted she did not agree with the blight designation for this property and therefore would not support the item.

Mayor Hogan closed the public hearing on the item.

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

Voting Nay: Peterson

12. **ORDINANCES FOR INTRODUCTION**

- ◆ a. **2013-27**  
Consideration for INTRODUCTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending subsections 130-369(a) and (c) of the city code related to the visitor's promotion program.

Motion by LeGare, second by Mounier, to introduce item 12a.

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

- ◆ b. **2013-28**  
Consideration for INTRODUCTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending subsections 1-13(a), (f), 14-5(d) and 94-216(f) of the City Code of the City of Aurora, Colorado relating to ordinance violation penalties.

Motion by Cleland, second by Peterson, to introduce item 12b.

Mayor Pro Tem Berzins asked what happened when people could not pay the penalty.

George Zierk, Deputy City Attorney, stated the court would decide whether they would be held in contempt, or could set up a repayment schedule.

Council Member Broom asked when the fine schedules were last increased. Mr. Zierk stated at least ten years ago.

- ◆ *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: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

13. **ORDINANCES FOR FINAL**

- ◆ a. **2013-24**  
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, adopting Section 146-410.5 of the City Code of the City of Aurora, Colorado, establishing procedures for approving site plan applications in transit-oriented development districts.

Motion by LeGare, second by Berzins, to approve item 13a.

Council Member Markert stated her opposition to the item related to the removal of the neighbors from the approval process.

Council Member Broom disagreed, noting administrative approvals happened frequently in Ward VI and there have not been any problems. He stated his support of the item.

Council Member Pierce concurred with Council Member Markert's comments.

Council Member Peterson asked staff how this would prevent neighborhood input.

Bob Watkins, Planning Director, stated neighbor input would be included in the process in a similar fashion as seen in Ward VI as noted by Council Member Broom.

Council Member Cleland agreed if a problem arose in a particular ward, the ward council member would work with the neighbors.

Council Member LeGare stated it would work fine with administrative approval.

Council Member Markert pointed out the neighbors wanted input on the details, and it was better to have the issues debated at the site plan level than have it recalled and then sorted out.

Council Member Roth stated his support of the item and discussed the multiple public meetings held on Regatta Plaza.

Council Member Pierce discussed the high number of administrative approvals throughout the City as a whole.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Mounier, Roth

Voting Nay: Markert, Peterson, Pierce

- ◆ b. **2013-25**  
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, submitting to a vote of the registered electors of the City of Aurora, Colorado at the regular municipal election of November 5, 2013, a proposed amendment to Section 3-7 of the charter concerning the appointment of persons to fill vacancies on the City Council.

- ◆ *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.*

Motion by Broom, second by LeGare, to approve item 13b.

Council Member Cleland stated her opposition to the item, noting the process was working.

Council Member Markert stated she would not support the item because it was being approved as a convenience to Council by giving them extra time.

Council Member LeGare said he disagreed and discussed the appointment and interview process.

Council Member Broom echoed Council Member LeGare's comments.

Council Member Roth shared a situation where a candidate had surgery and could not attend the interview. He stated his support of the item.

Council Member Mounier noted the 30 days was fine.

Council Member Hunter Holen pointed out this was a compromise from 60 to 45 days, noting this stated "up to 45 days".

Voting Aye: Mayor Hogan, Broom, Hunter Holen, LeGare, Pierce, Roth

Voting Nay: Berzins, Cleland, Markert, Mounier, Peterson

14. **RECONSIDERATIONS AND CALL-UPS**

None.

15. **GENERAL BUSINESS**

a. Consideration to APPROVE Council Rules of Order.

*ORIGINAL MOTION*

Motion by Cleland, second by Pierce, to approve Item 15a,

Council Member Markert stated she would not support the item because this has gone from being a useful protocol to an opportunity to become petty and mean.

Council Member Peterson stated her opposition to the item because it essentially overruled the will of the people. She asked Council to really think this through because it could have a negative impact.

Council Member Cleland asked staff if this took away any Council rights.

Charles Richardson, City Attorney, stated Council was limited to a public censure for an activity or behavior that occurred in an inappropriate manner, which would require consideration of the elimination of that person from the Council. He cautioned Council on the language from page 389 related to remedial actions.

- ◆ *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 Hogan asked absent of Council rules, what did state law say about Council dealing with the actions of other council members. Mr. Richardson stated there were statutory laws that allowed any legislative body to take action, when it was necessary, against another member of that legislative body.

Council Member Peterson asked Mr. Richardson how long he has been the City Attorney for the City of Aurora. Mr. Richardson stated since 1986. Council Member Peterson asked if any actions have been taken against a council member during that time. Mr. Richardson answered no. Council Member Peterson noted this proved the existing rules worked.

Mr. Richardson stated a portion of the rules could be struck through amendment.

Council Member Peterson asked how, if she were prohibited from attending executive sessions, she could be a good representative to her people if she did not know the backup material made available at those meetings. Mr. Richardson stated repeated failure to show up at committee meetings or executive sessions would require addressing if the behavior could not be corrected.

Council Member LeGare noted an earlier draft included a list of sanctions including removal from office. He pointed out that has since been changed and modified, and he was comfortable with this version.

#### *AMENDMENT I*

Motion by Broom, second by Markert, to amend Item 15a, Council Rules of Order, by striking paragraph I, Violation of City Charter, City Code or Rules of City Council, in its entirety.

#### *VOTE ON AMENDMENT I*

Voting Aye: Broom, Hunter Holen, Markert, Mounier, Peterson

Voting Nay: Mayor Hogan, Berzins, Cleland, LeGare, Pierce, Roth

Council Member Mounier asked staff to speak to the difference between a conflict of interest for a City Council member and recusing themselves because of a conflict of interest. Mr. Richardson did so, noting the charter was designed to prevent council members from abstaining from voting where they were uncomfortable so the charter stated the only time a council member could abstain from voting was if they had a personal financial interest in the matter.

#### *VOTE ON ORIGINAL MOTION*

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

Voting Nay: Markert, Mounier, Peterson

## 16. **REPORTS**

a. Report by the Mayor

Mayor Hogan announced Kevin Hougen, President, Aurora Chamber of Commerce, was named the outstanding Chamber President in the State of Colorado by the Colorado Association of Commerce and Industry, the success of the International Day in Aurora which took place the

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previous week, his attendance at the Ethiopian community food tasting festival where a certificate of appreciation was presented to the City of Aurora, and as a personal privilege, the recent marriage of his daughter Elizabeth.

b. Reports by the Council

Council Member Mounier invited all those interested in attending to a joint Ward I and Ward III Town Hall meeting scheduled for Thursday, August 22, 2013 at the Tin Cup restaurant at 7:15 a.m.

Council Member Roth invited all those interested in attending to the Ward V Town Hall meeting scheduled for Monday, August 19, 2013 at Shalom Cares from 6: 30 p.m. to 8:00 p.m., noting the Mayor and At-Large Council Members would be present for a forum.

Council Member Markert invited all those interested in attending to the upcoming reopening of the Metro Community Provider Network (MCPN) Helena Clinic located at 13th and Helena scheduled for Tuesday, August 13, 2012 from 10:00 a.m. to noon, to the Havana Business Improvement District's Crime Watch meeting scheduled for Tuesday, August 20, 2013 at the Curtis Park Creamery from 5:30 p.m. to 6:30 p.m. and to the Ward IV meeting scheduled for Thursday, August 22, 2013 at the Village Green Recreation Center at 6:30 p.m.

Council Member LeGare stated his attendance at the annual City of Aurora water tour on the western slope, and recognized all of the City of Aurora Water employees who live on the western slope who provide service to the City.

Council Member Broom stated his next Ward VI meeting was scheduled for Tuesday, September 10, 2013 at the Mission Viejo Library, where public works in Aurora would be discussed.

Council Member Pierce announced his attendance at the recent National Night Out event, and noted sign up for the Aurora Citizens' Planning Academy was ongoing and those interested could sign up by calling 303.739.7107 or visiting [www.auroragov.org/planning](http://www.auroragov.org/planning).

Mayor Pro Tem Berzins invited all those interested in attending to the Ward III meeting scheduled for Wednesday, August 14, 2013 at the Aurora Chamber office at 6:30 p.m. and to the joint Ward I and III meeting scheduled for Thursday, August 22, 2013 at the Tin Cup restaurant at 7:15 a.m. City engineers would be present at both meetings to discuss FasTracks. She noted personal hygiene items for Comitis Crisis Center would be collected at the meetings.

17. **PUBLIC INVITED TO BE HEARD**

None

18. **ADJOURNMENT**

Mayor Hogan adjourned the regular meeting of City Council at 9:03 p.m.

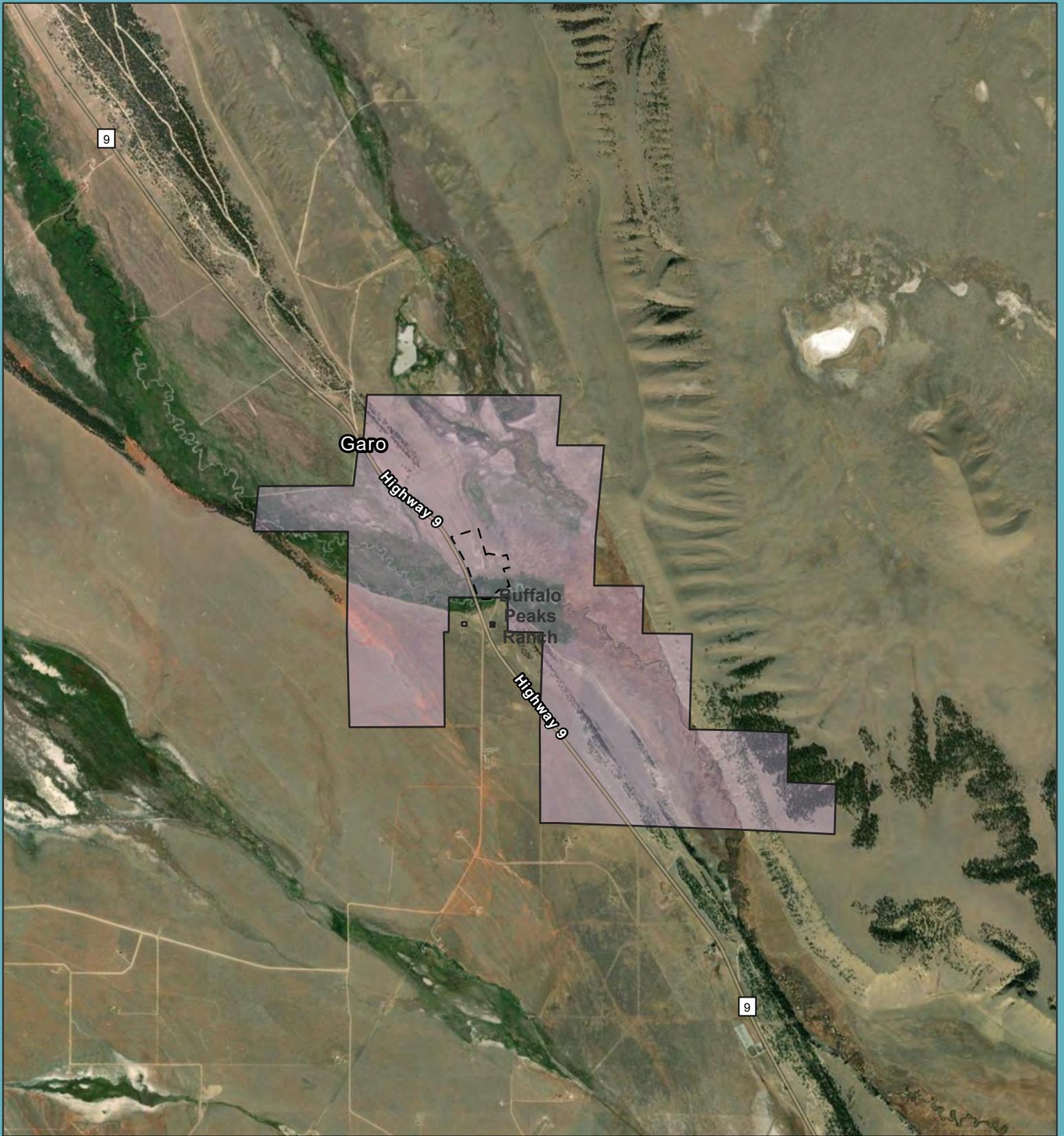
- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

\_\_\_\_\_  
STEPHEN D. HOGAN, Mayor

ATTEST:

\_\_\_\_\_  
JANICE NAPPER, City Clerk

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



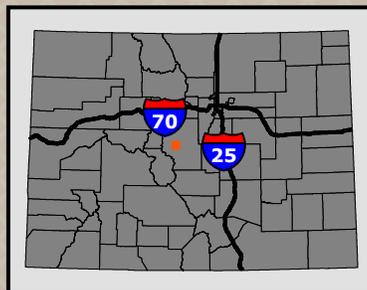
# Rocky Mountain Land Library Lease Aurora Water

15151 E. Alameda Pkwy, Aurora, CO 80012 USA  
[www.auroragov.org](http://www.auroragov.org) | 303-579-2990  
[gwhitney@auroragov.org](mailto:gwhitney@auroragov.org)



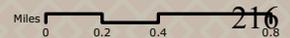
Aurora is Worth Discovering! 

July 20, 2023



## Legend

-  RMLL Lease Area
-  Aurora Property



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# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> North Campus Well Field Expansion Project – Ken Ogilvie Living Trust Easement Acquisition
<b>Item Initiator:</b> Tom Clark, SR. Real Estate Specialist
<b>Staff Source/Legal Source:</b> Hector Reynoso, Manager of Real Property Services / Michelle Gardner, Sr. Asst. City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/31/2023

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

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

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

Consideration to APPROVE A RESOLUTION of the City Council for the purchase from Ken Ogilvie living trust for a well field and pipeline easement necessary for the North Campus Well Field Extension Project in the amount not to exceed \$1,560,000.00.

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

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

Minutes Attached

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

On December 8, 2003, City Council approved a resolution ratifying, affirming, and declaring the City of Aurora's Intent to appropriate and put to beneficial use, water rights and water storage rights in the South Platte River basin as item 10d.

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

City Staff have negotiated with representatives from the Ken Ogilvie Living Trust to acquire a Well Field and Pipeline Easement over 52.69 acres of land in Fort Lupton, Colorado, as shown on the **attached "Exhibit A"**. The easement will allow the City to install multiple wells and pipelines at any location Aurora deems beneficial across the entirety of the property. Total compensation is not to exceed \$1,560,000 based on an independent appraisal completed in February of 2023.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

Funding for this easement in the not to exceed amount of \$1,560,000 will be from the Capital Improvement Program Water Fund.

ORG: 56560 (Well Field Land Acquisition)

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Does City Council approve the resolution for the purchase from Ken Ogilvie Living Trust for a Well Field and Pipeline Easement necessary for the North Campus Well Field Extension Project in the amount not to exceed \$1,560,000?

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**LEGAL COMMENTS**

The City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal. (Colorado Revised Statute Section 31-15-101(d)). The Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election. (City Code Section 2-31(1)). All property acquisitions of \$500,000 or more must be approved by formal City Council action. (Business Policy Memorandum No. 4-14). (M. Gardner)

RESOLUTION NO. R2023-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE PURCHASE FROM KEN OGILVIE LIVING TRUST FOR A WELL FIELD AND PIPELINE EASEMENT NECESSARY FOR THE NORTH CAMPUS WELL FIELD EXTENSION PROJECT IN THE AMOUNT NOT TO EXCEED \$1,560,000

WHEREAS, the City of Aurora, Colorado (“City”), desires to acquire a certain well field and pipeline easement (“Property”) from Ken Ogilvie Living Trust (“Seller”) necessary for the North Campus Well Field Extension Project; and

WHEREAS, the Property includes 52.69 acres of land in Fort Lupton, Colorado; and

WHEREAS, acquisition of the Property will allow the City to install multiple wells and pipelines at any location Aurora deems beneficial across the entirety of the property; and

WHEREAS, the total compensation is not to exceed \$1,560,000 based on an independent appraisal completed in February of 2023; and

WHEREAS, the City desires to purchase the Property and Seller desires to sell the Property subject to the terms and conditions stated in the easement agreement presented to City Council; and

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

WHEREAS, pursuant to City Code Section 2-62(b), the City Manager has authority to approve and execute, on behalf of the City, each contract for the acquisition, lease, or rental of real property; and

WHEREAS, pursuant to BPM 4-14, all property acquisitions of \$500,000 or more must be approved by formal City Council action; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and its citizens to authorize the purchase of the Property for the needs of Aurora Water and its citizens.

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

Section 1. The acquisition of Property owned by Ken Ogilvie Living Trust, including 52.69 acres of land, conveyed as a Well Field and Pipeline Easement, is hereby approved.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MKE COFFMAN, Mayor

ATTEST:

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

APPROVED AS TO FORM:

RLA

Michelle Gardner  
MICHELLE GARDNER, Sr. Assistant City Attorney

**WELL FIELD & PIPELINE EASEMENT**  
(Water Utility)

THIS EASEMENT, is made this \_\_\_\_ day of \_\_\_\_\_ 2023, between Ken Ogilvie Living Trust, whose address is 4620 US Hwy 85, Fort Lupton, CO 80621 (“Grantor”), and the CITY OF AURORA, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise (hereinafter “Grantee”), whose legal address is 15151 E. Alameda Parkway, Aurora, Colorado, 80012. Grantor and Grantee may be individually referred to as a “Party” and collectively referred to herein as “Parties.”

**WITNESSETH**

1. That for and in consideration of the covenants and agreements herein set forth, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns an non-exclusive (except as set forth below) and perpetual easement (“Easement”), on, under, through, over, and across property owned by Grantor situated in the County of Weld, State of Colorado, as described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference the (“Property”) together with the right, privilege, and authority to construct, reconstruct, operate, repair, replace, maintain, and use water pipelines, whether one or more, and water wells, whether one or more, and any and all necessary underground, surface, and above-ground facilities and appurtenances thereto as set out below for the extraction and transmission of water on, in, over, under, through, along, upon, and across the Property.

2. Grantor further grants to Grantee:

- a. The right to access, install, construct, reconstruct, locate, relocate, survey, maintain, enlarge, alter, repair, replace, modify, use, operate, control, inspect, drill, re-drill, plug, test, and remove any and all pipes, wells, casings, wires, conduits, culverts, valves, ventilators, manholes, pumps, pump houses, meters, measuring devices and any and all other appurtenances necessary for extraction and transmission of water, collectively (“Facilities”). Grantee shall be limited to three (3) “Vertical Wells” and one (1) “Horizontal Well” or seven (7) Vertical Wells. If Grantee ever determines in its sole discretion additional wells are required beyond the limit as set forth in this Easement, Grantee and Grantor agree to enter into a separate agreement to additionally compensate Grantor and amend the limits set forth herein;
- b. The right to ingress and egress through, to, in, on, over, and across the Property to access the Easement for the purpose of exercising the rights herein granted. To the maximum extent practicable, Grantee shall use existing gates, roads, trails or facilities from the northwest corner of the Property for access to the part of the easement that is north and east of the South Platte River, and Grantee shall use existing gates, roads, trails or facilities on the east side of the Property for access to the part of the easement

that is south and east of the South Platte River to avoid disruption of Grantor's use of the Property.

- c. The right to mark the location of the Easement by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations, which will not interfere with any reasonable use Grantor shall make of said Property.

3. The Property shall remain in the ownership of the Grantor, its heirs, successors, or assigns. Grantor reserves the right to use and occupy the Property for any and all lawful purposes consistent with the rights and privileges above granted and which will not interfere with or endanger any of Grantee's Facilities or otherwise interfere with Grantee's rights hereunder. The use of the Property by the Grantor shall be regulated by all appropriate ordinances, regulations, resolutions, or laws of the governmental entity with authority over the Property.

4. The Parties further agree that the uses of the Property by Grantor and the agreements concerning those uses shall be as follows:

- a. Grantor shall not itself or through other persons or entities, erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or allow the installation of other utilities on, over or in the Property, nor shall the Grantor impound water or any substance or change the grade on or over the Property without obtaining the prior specific written permission of Grantee, which the Grantee shall not unreasonably withhold and which shall grant or deny within 60 days of the specific written request of the Grantor;
- b. With the prior specific written permission of Grantee, which the Grantee shall not unreasonably withhold and which shall grant or deny within 60 days of the specific written request of the Grantor, and to the extent that Grantee determines that such project will not interfere with or endanger any of Grantee's Facilities, Grantor may, install landscaping (except trees), pavement, curbs, gutters, sidewalks, trails, parking areas and associated curb cuts, driveways, fences, sprinkler systems, posts, poles or walls within the Property;
- c. Grantor covenants and agrees that Grantee shall have the right to subjacent and lateral support of the Easement Property to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights of the Grantee under this Easement. It is specifically agreed between the parties that the Grantor shall take no action, except as set forth herein, which would impair the earth, cover over, or impair the lateral or subjacent support of any water pipeline, well, or appurtenances within the Property;
- d. Without liability for damage, Grantee may remove anything identified under subparagraphs 4.a. and b. herein that is placed on, over, or in the Property without the prior specific written permission of Grantee at Grantor's cost (including, but not limited to removal, court, collection and attorneys' fees and costs). In addition,

Grantee shall have the right, without liability for damage, to cut, trim, control and remove trees, brush, and other obstructions that injure or interfere with Grantee's occupation or enjoyment of the Permanent Easement or Facilities; and

- e. If a dispute arises over a violation the terms of subparagraph 4, the prevailing party shall be entitled to recover all costs (including, but not limited to restoration, court, collection and attorneys' fees and costs) associated with the resolution of such dispute, and any enforcement action or proceeding shall be brought against any of the Parties in the courts of the State of Colorado, County of Arapahoe, and each of the Parties consents to the jurisdiction of such courts in any such action or proceeding.

5. Grantee shall restore or repair to its original condition or as close thereto as possible, except as necessarily modified to accommodate the Facilities, any damages caused on said Property, arising out of the construction or reconstruction, maintenance or repair of said Facilities in the exercise of the rights hereby granted to Grantee.

6. Grantee shall have the right to perform any bank stabilization it deems necessary to protect the Property and Grantee's Facilities. Grantor agrees, at no cost to the Grantor, to cooperate with Grantee in Grantee's acquisition of any necessary local, state, or Federal permits whether related to bank stabilization, or to effectuate any of the rights granted herein.

7. Grantor agrees to promptly execute any and all powers, permits, approvals, authorizations, consents or other documents, and to perform all other acts necessary, as may be required by any local, state, or Federal agency, or other governmental or quasi-governmental authority having jurisdiction over the Property, including, but not limited to, the Colorado Department of Public Health & Environment, for Grantee, or its successors and assigns, to accomplish the purposes of this Easement or effectuate its rights hereunder, so long as the Grantee covers any cost of such performance under this paragraph.

8. Grantor shall cooperate with Grantee, or its successors and assigns, in seeking any and all consents, permits or approvals regarding the Property and the Facilities as Grantee may request, and Grantor shall promptly join in all applications for building permits, certificates or other agreements, and permits for sewer, water, or other utility services, other instruments or other permits or approvals, the granting of or entry into which, by any local, state, or Federal agency, or other governmental or quasi-governmental authority having jurisdiction over the Property, including, but not limited to, the Colorado Department of Public Health & Environment, is, in Grantee's reasonable opinion, necessary to permit the construction, use, or maintenance of the Facilities, so long as the Grantee covers any cost of such performance under this paragraph.

9. Grantor and Grantee understand the earthly surface of the Easement Property can change and at the time of execution of this Easement, the subsurface has not been studied sufficiently to determine the most appropriate installation locations for the Facilities. Grantor and Grantee covenant and agree to work together in good faith and will consider recommendations of installation locations following the results of any subsurface studies to determine the most

appropriate locations for the Facilities. When working together regarding the determination of the location of any Facilities authorized under this Easement, to the extent possible the Parties agree that they mutually intend to avoid disturbing or impacting the naturally occurring pond on the northeast corner of the Property

If the Grantee shall permanently abandon the Easement herein granted, and cease to use the same, all right, title and interest hereunder of Grantee shall revert to the then owner of the Property. For the purposes of this Easement "permanently abandoned" shall be defined as the Grantee discontinuing use of all Facilities on the Property for continuous period of ten (10) years or more.

10. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, its agents or employees.

11. The interests granted hereunder to the Grantee is for the exclusive benefit of the Grantee and may not be assigned in whole or in part to any other individual or entity, except any entity created by the Grantee to manage water resources for the citizens of Grantee.

12. Grantee specifically enters into this agreement and acknowledges that any rights granted hereunder are subordinate to, and subject to, the specific title exceptions set out on **Exhibit B, and its attachment**.

13. Grantor promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect, excluding any exceptions set out on **Exhibit B**, in Grantor's title to the land involved or Grantor's rights to make the grant herein above contained.

14. The covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors and permissible assignees.

15. The signatories hereto warrant that they have full and lawful authority to make the grant, covenants and promises herein above contained as Grantor, and the covenants and promises herein above made as Grantee.

16. The Parties agree that this Easement shall be recorded, at Grantee's sole cost, in the office of the Weld County Clerk and Recorder's Office in which this Well Field & Pipeline Easement is located.

IN WITNESS WHEREOF, the Parties have executed this Easement effective as of the date first written above.

GRANTOR:  
**KEN OGILVIE LIVING TRUST**

\_\_\_\_\_  
By: Ken Ogilvie  
Its: Trustee

STATE OF COLORADO    )  
                                  )ss.  
COUNTY OF            )

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Ken Ogilvie, as Trustee of the Ken Ogilvie Living Trust.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print Name

Approved as to form:            Date:                            Reviewed by:                            Date:

\_\_\_\_\_  
Michelle Gardner,  
Senior Asst. City Attorney

\_\_\_\_\_  
Hector Reynoso,  
Manager Real Property Services  
Reviewed by:

\_\_\_\_\_  
Alexandra L. Davis,  
Deputy Director Water Resources

**EXHIBIT B  
TITLE EXCEPTIONS**

1. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE RIGHT OF WAY DEED RECORDED SEPTEMBER 7, 1954 AT RECEPTION NO. 1188185.
2. AN OIL AND GAS LEASE, EXECUTED BY LORIMER L. OGILVIE, ET UX AS LESSOR(S) AND BY T. S. PACE AS LESSEE(S) FOR A PRIMARY TERM OF 5 YEARS, DATED APRIL 10, 1970 AND RECORDED MAY 14, 1970 AT RECEPTION NO. 1547197, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. INCLUDING THE AFFIDAVIT OF LEASE EXTENSION RECORDED JANUARY 15, 1975 AT RECEPTION NO. 1652079 AND THE DECLARATION OF POOLING RECORDED FEBRUARY 23, 2011 AT RECEPTION NO. 3752138.

TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE RIGHT OF WAY AGREEMENT BY AND BETWEEN KEN OGILVIE, ET UX AND AMOCO PRODUCTION COMPANY RECORDED AUGUST 23, 1973, AT RECEPTION NO. 1620032.

3. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE RIGHT OF WAY GRANT BY AND BETWEEN KEN AND LINDA JEAN OGILVIE AND PANHANDLE EASTERN PIPE LINE COMPANY RECORDED MARCH 12, 1980 AT RECEPTION NO. 1819455, AND THE NOTICE OF GENERAL DESCRIPTION OF AREA SERVED RECORDED JUNE 26, 1986 AT RECEPTION NO. 02058722.
4. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE PERMANENT EASEMENT BY AND BETWEEN KEN OGILVIE, ET UX AND STATE DEPARTMENT OF HIGHWAYS RECORDED OCTOBER 2, 1986, AT RECEPTION NO. 02071814.
5. UNDIVIDED ALL INTEREST IN ALL OIL, GAS OR OTHER MINERAL RIGHTS AS CONVEYED IN THE DEED RECORDED APRIL 21, 1995 AT RECEPTION NO. 2435163, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
6. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE RULE AND ORDER RECORDED AUGUST 24, 1998 AT RECEPTION NO. 2635347.
7. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE NOTICE OF RIGHT TO USE SURFACE OF LANDS RECORDED OCTOBER 30, 2000 AT RECEPTION NO. 2803258.
8. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE ORDER RECORDED MAY 18, 2015 AT RECEPTION NO. 4108086 AND AT RECEPTION NO. 4108087.

9. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE RIGHT OF WAY GRANT BY AND BETWEEN KEN OGILVIE AND KERR-MCGEE GATHERING LLC RECORDED DECEMBER 16, 2015, AT RECEPTION NO. 4165876.
10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE CONSENT RECORDED DECEMBER 15, 2020, AT RECEPTION NO. 4660978.
11. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE RIGHT OF WAY AGREEMENT BETWEEN KEN OGILVIE LIVING TRUST AND ASPHALT SPECIALTIES COMPANY, INC. RECORDED JULY 6, 2023, AT RECEPTION NO. 4907531.

## EXHIBIT A

A parcel of land situated in the N 1/2 of Section 18, Township 1 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, being all of that parcel of land described in that Special Warranty Deed at Rec. No. 4441493 in the office of the Weld County Clerk and Recorder, more particularly described as follows:

**Beginning** at the N 1/4 corner of said Section 18, and considering the north line of said section to bear S90°00'00"E, with all bearings contained hereon to be relative thereto;

Thence S90°00'00"E, coincident with said north line, a distance of 145.25 feet to a point on the westerly right-of-way of U.S. Hwy. No. 85 as described in that Right of Way Deed in Book 1399 at Page 116 in said office;

Thence coincident with said westerly right-of-way the following two (2) courses:

1. Thence S04°29'00"W, a distance of 993.50 feet;
2. Thence S13°47'00"W, a distance of 34.40 feet;

Thence N76°13'00"W, a distance of 20.00 feet;

Thence S13°47'00"W, a distance of 60.03 feet;

Thence S04°29'00"W, a distance of 569.12 feet;

Thence N90°00'00"W, a distance of 1319.33 feet to a point on the west line of the E 1/2 of the NW 1/4 of said Section 18;

Thence N00°43'01"E, coincident with said west line, a distance of 1644.91 feet to a point on the north line of said Section 18;

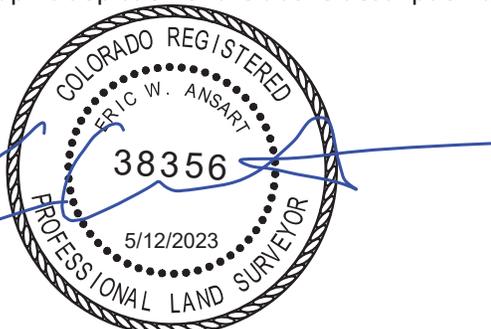
Thence S90°00'00"E, coincident with said north line, a distance of 1317.57 feet to the **Point of Beginning**.

The above-described parcel contains 2,295,185 sq. ft. (52.69 acres), more or less.

All linear units are in US Survey Feet.

Illustration providing a graphic depiction of the above description attached and made a part hereof.

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

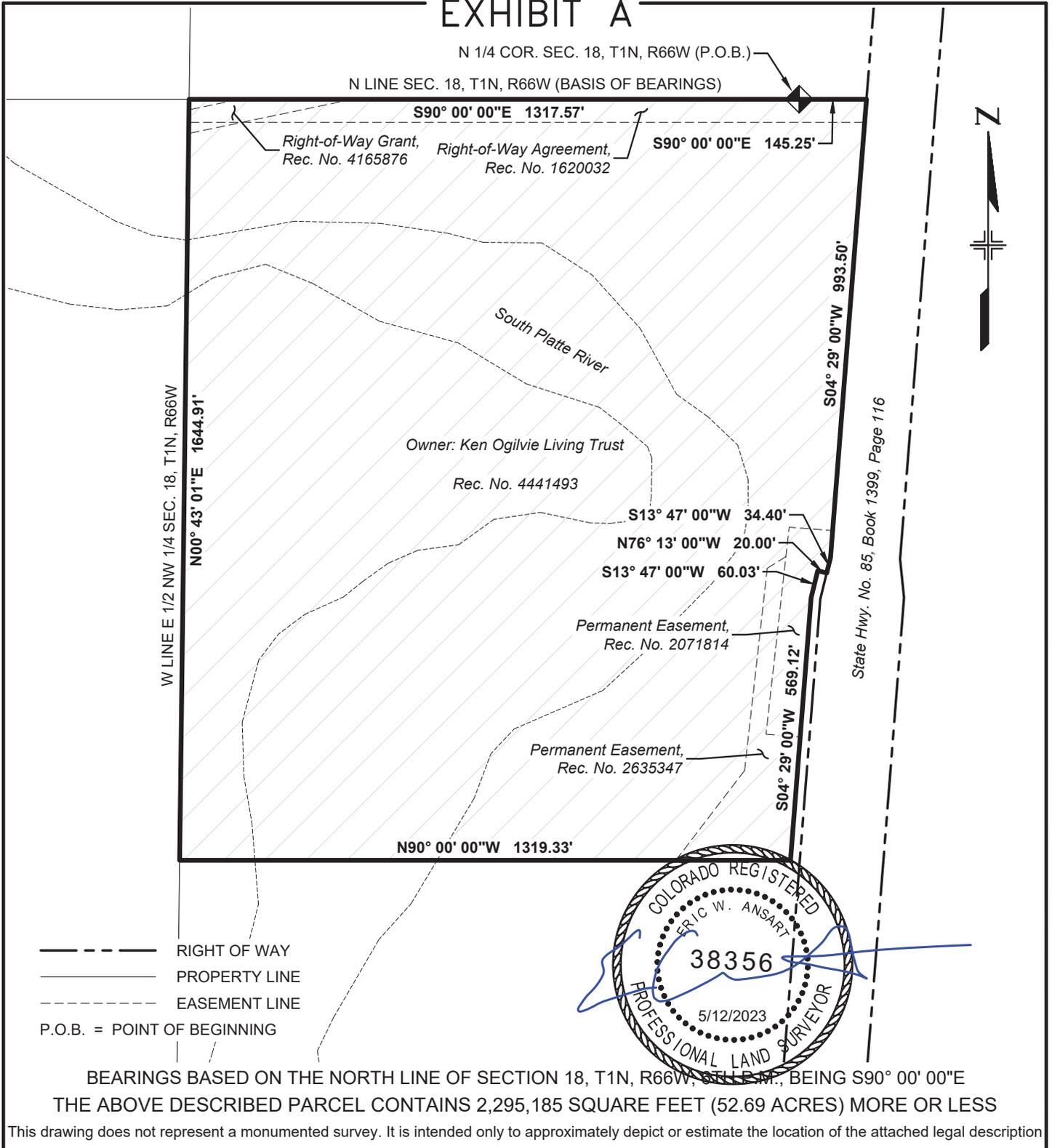


Project No. 22064

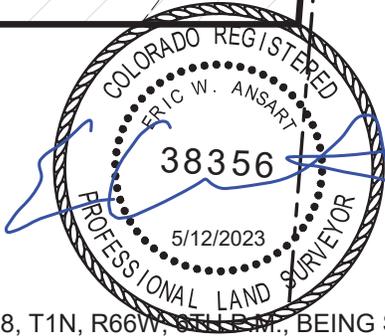
# ILLUSTRATION FOR EXHIBIT A

N 1/4 COR. SEC. 18, T1N, R66W (P.O.B.)

N LINE SEC. 18, T1N, R66W (BASIS OF BEARINGS)



- RIGHT OF WAY
- PROPERTY LINE
- - - EASEMENT LINE
- P.O.B. = POINT OF BEGINNING



BEARINGS BASED ON THE NORTH LINE OF SECTION 18, T1N, R66W, 6TH P.M., BEING S90° 00' 00\"/>

THE ABOVE DESCRIBED PARCEL CONTAINS 2,295,185 SQUARE FEET (52.69 ACRES) MORE OR LESS

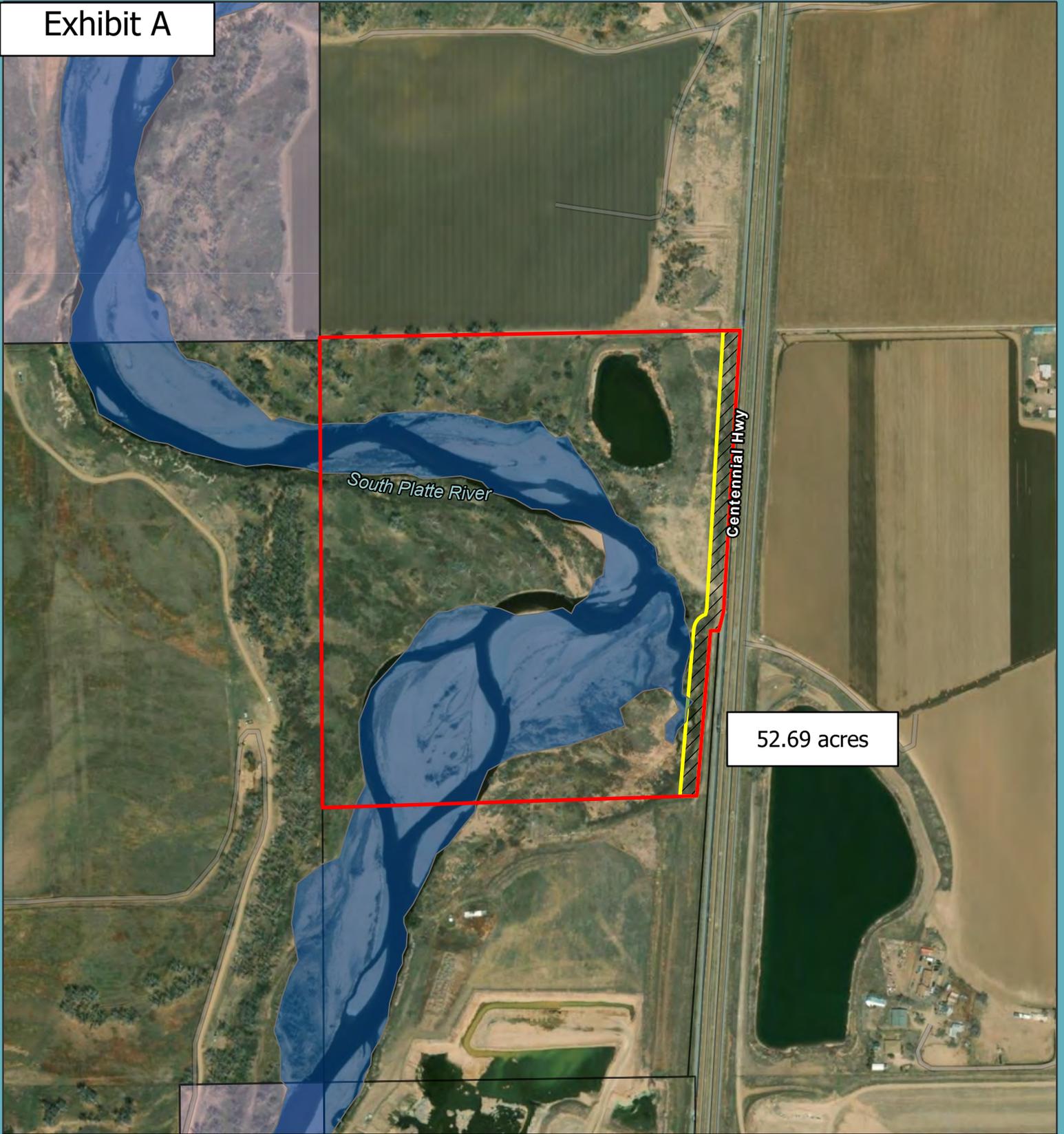
This drawing does not represent a monumented survey. It is intended only to approximately depict or estimate the location of the attached legal description

## CITY OF AURORA, COLORADO

DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 12/2/2022	JOB NUMBER: 22064

A PARCEL OF LAND SITUATED IN THE N 1/2  
OF SEC. 18, T1N, R66W, 6TH P.M., COUNTY  
OF WELD, STATE OF COLORADO

# Exhibit A



52.69 acres

## Ogilvie Easement

**Aurora Water**

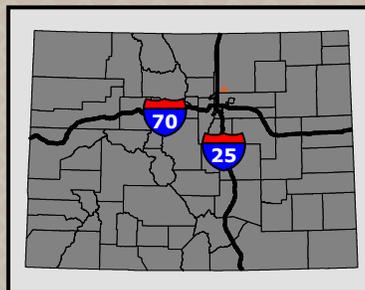
15151 E. Alameda Pkwy, Aurora, CO 80012 USA  
www.auroragov.org | 303-579-2990  
gwhitney@auroragov.org



*Aurora is Worth Discovering!*



July 7, 2023



### Legend

- Pipeline Easement
- South Platte River
- Aurora Property
- Olgivie Property

DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, 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.

Miles 0 0.0275 0.055 0.11 **231**

**COUNCIL ACTIONS**

**Regular Meeting – Aurora City Council  
Monday, December 8, 2003**

**CALL TO ORDER – EXECUTIVE SESSION**

Mayor Tauer convened the Executive Session of City Council at 5:45 p.m.

**ROLL CALL**

PRESIDING: Mayor Tauer  
COUNCIL MEMBERS PRESENT: Broom, Caldwell, Frazier, Green, Hogan, Lindemann,  
Markert, Pierce, Sandstrom  
OFFICIALS PRESENT: City Manager Miller, City Attorney Richardson,  
City Clerk Johnson

Assistant City Manager Janice Napper announced the proposed items for discussion at Executive Session.

**CONSIDERATION TO RECESS FOR EXECUTIVE SESSION**

Motion by Lindemann, second by Green, to recess to Executive Session.

Voting Aye: Mayor Tauer, Broom, Caldwell, Frazier, Green, Hogan, Lindemann, Markert, Pierce,  
Sandstrom

1. **RECONVENE REGULAR MEETING OF DECEMBER 8, 2003 AND CALL TO ORDER**

Mayor Tauer reconvened the regular meeting of City Council at 7:33 p.m.

2. **ROLL CALL**

PRESIDING: Mayor Tauer  
COUNCIL MEMBERS PRESENT: Broom, Caldwell, Frazier, Green, Hogan, Lindemann,  
Markert, Pierce, Sandstrom  
OFFICIALS PRESENT: City Manager Miller, City Attorney Richardson,  
City Clerk Johnson

3. **INVOCATION** Pastor Bill Vaughn, Aurora Church of the Nazarene, led all present in prayer.

4. **PLEDGE OF ALLEGIANCE TO THE FLAG**

5. **APPROVAL OF THE MINUTES OF THE MEETING OF NOVEMBER 24, 2003**

**APPROVED: 9-0**

- ♦ *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.*

6. **CEREMONY**

- a. Swearing in of newly appointed Board and Commission members - Presiding Judge Raymond Dean Jones

7. **PUBLIC INVITED TO BE HEARD (non-agenda related issues only)**

None.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented with item 11c deferred to the January 12, 2004 City Council meeting.

9. **CONSENT CALENDAR - 9a-9g**

**General Business**

- a. Consideration to APPROVE the 2004 City Council Meeting Calendar.

**APPROVED: 10-0**

**RECONSIDERATION DATE: 12-15-2003**

- b. Consideration to AWARD A CONTRACT to Waste Management of Colorado, Inc., Aurora, Colorado in the anticipated amount of \$76,000.00 for dump fees at the Denver Arapahoe Disposal Site for 2004.

**APPROVED: 10-0**

**RECONSIDERATION DATE: 12-15-2003**

- c. Consideration to AWARD A SOLE SOURCE CONTRACT to Wagner Equipment, Aurora, Colorado in the anticipated amount of \$125,000.00 to cover the cost of Caterpillar repair parts and service during 2004.

**APPROVED: 10-0**

**RECONSIDERATION DATE: 12-15-2003**

- d. Consideration to AWARD A SOLE SOURCE CONTRACT to Asphalt Zipper, Inc., Pleasant Grove, Utah in the amount of \$54,443.00 to cover the cost of an asphalt planer/milling machine.

**APPROVED: 10-0**

**RECONSIDERATION DATE: 12-15-2003**

- e. Consideration to AWARD A PROFESSIONAL SERVICES CONTRACT to Conlin Associates, Leadville, CO in the amount of \$120,000.00 for consulting services associated with Box Creek Reservoir.

**APPROVED: 10-0**

**RECONSIDERATION DATE: 12-15-2003**

- f. Consideration to EXTEND AN AWARD to Applewood Painting, Arvada, Colorado for painting services for multiple interior and exterior painting projects as required through October 2004 in the anticipated amount of \$100,000.00, RFP #R-1171.

**APPROVED: 10-0**

**RECONSIDERATION DATE: 12-15-2003**

♦ *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.*

**Final Ordinances**

- ◆ g. Consideration of an ORDINANCE FOR FINAL amending Sections 138-186 and 138-187 of the City Code of the City of Aurora, Colorado, relating to the conservation of water.

**APPROVED: 9-0**  
**RECONSIDERATION DATE: 12-15-2003**

**ORDINANCE NO.: 2003-82**  
**EFFECTIVE DATE: 01-17-2004**

**10. RESOLUTIONS**

- ◆ a. Consideration to APPROVE A RESOLUTION amending the Personnel Policies and Procedures Manual of the City of Aurora, Colorado.

**APPROVED: 9-0**  
**RECONSIDERATION DATE: 12-15-2003**

**RESOLUTION NO.: R2003-103**  
**EFFECTIVE DATE: 12-08-2003**

- ◆ b. Consideration to APPROVE A RESOLUTION approving the Amended Agreement between the Golf Enterprise of the City of Aurora, Colorado, and the Fitzsimons Redevelopment Authority for Golf Course Management Services.

**APPROVED: 9-0**  
**RECONSIDERATION DATE: 12-15-2003**

**RESOLUTION NO.: R2003-100**  
**EFFECTIVE DATE: 12-08-2003**

- ◆ c. Consideration to APPROVE A RESOLUTION approving an Intergovernmental Agreement between the City of Aurora, Colorado, and E-470 Public Highway Authority for Right-of-Way for the placement of utility facilities and street facilities in an area of common use.

**APPROVED: 9-0**  
**RECONSIDERATION DATE: 12-15-2003**

**RESOLUTION NO.: R2003-102**  
**EFFECTIVE DATE: 12-08-2003**

- ◆ d. Consideration to APPROVE A RESOLUTION ratifying, affirming, and declaring the City of Aurora's Intent to Act by and through its Utility Enterprise to appropriate and put to beneficial use Water Rights and Water Storage Rights in the South Platte River Basin.

**APPROVED: 9-0**  
**RECONSIDERATION DATE: Waived**

**RESOLUTION NO.: R2003-101**  
**EFFECTIVE DATE: 12-08-2003**

**11. PLANNING MATTERS**

- a. PUBLIC HEARING to consider a DENIAL BY PLANNING COMMISSION FOR A CONDITIONAL USE APPROVAL for after hours operation in a B-1 Zone for Med's Rockin Sports Bar (Hubba's Pub) at Harbor Plaza Shopping Plaza Shopping Center located 13760 East Quincy Avenue, Case No. 1980-6009-11.

**CONDITIONAL USE DENIED: 10-0**

**RECONSIDERATION DATE: 12-15-2003**

- b. PUBLIC HEARING to consider AN APPLICANTS APPEAL OF THE PLANNING COMMISSION'S DECISION TO DENY A CONDITIONAL USE for operation after midnight for Costa Verde Restaurant located at 12600 East Colfax Avenue, Case No. 2003-6031-00.

**APPEAL DENIED: 10-0**

**RECONSIDERATION DATE: 12-15-2003**

- ◆ *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. PUBLIC HEARING and consideration of an ORDINANCE FOR INTRODUCTION rezoning from PD to E-470 Corridor Zone District, Regional Retail/Commercial Sub-Area, Case No. 2003-2014-00 (LDS 41).

***ITEM 11c DEFERRED TO THE JANUARY 12, 2004 CITY COUNCIL MEETING.***

- ◆ d. PUBLIC HEARING and consideration of an ORDINANCE FOR INTRODUCTION rezoning a parcel of land generally located east of Powhaton Road alignment and south of the Aurora Reservoir, City of Aurora, County of Arapahoe, State of Colorado, from Planned Development (PD District) to E-470 Corridor Zone District and amending the Aurora Zoning Map accordingly (Southshore E-470 Rezone) 813 acres, Case No. 2003-2015-00.

**INTRODUCED: 9-0**  
**PUBLICATION DATE: 12-18-2003**

**ORDINANCE NO.: 2003-85**  
**2<sup>ND</sup> READING: 01-12-2004**

- ◆ e. Consideration of an ORDINANCE FOR INTRODUCTION approving a Development Agreement between the City of Aurora, Colorado, Laing/Village, LLC and Cooper/Alpert containing provisions for a vested property right pursuant to Article 68 of Title 24, C.R.S. for certain lands in Sections 21 and 28, Township 5 South, Range 65 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado (Southshore) 803 acres more or less.

**INTRODUCED: 9-0**  
**PUBLICATION DATE: 12-18-2003**

**ORDINANCE NO.: 2003-86**  
**2<sup>ND</sup> READING: 01-12-2004**

12. **RECONSIDERATIONS AND CALL-UPS**

None.

13. **REPORTS**

- a. Report by the Mayor
- b. Reports by the Council

14. **PUBLIC INVITED TO BE HEARD**

None.

15. **ADJOURNMENT**

Mayor Tauer adjourned the regular meeting of City Council at 10:19 p.m.

\_\_\_\_\_  
EDWARD J. TAUER, Mayor

ATTEST:

\_\_\_\_\_  
DEBRA JOHNSON, City Clerk

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

- ◆ *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

<b>Item Title:</b> Easement Conveyance to Black Hills Energy
<b>Item Initiator:</b> Tom Clark, SR Real Estate Specialist
<b>Staff Source/Legal Source:</b> Hector Reynoso, Manager of Real Property Services / Michelle Gardner, Sr Asst City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/31/2023

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

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONVEYANCE OF EASEMENT AREA OWNED BY THE CITY IN ROCKY FORD LOCATED IN CROWLEY COUNTY TO BLACK HILLS ENERGY (BHE)

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

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

Minutes Attached

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

N/A

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

In November of 1993, the City of Aurora ("City") purchased a 2,182-acre parcel of land located in Crowley County and depicted on Exhibit A as "Rocky Ford", in order to comply with revegetation requirements, set forth by the District Court, Water Division 2, State of Colorado, to transfer water rights. Pursuant to the terms and conditions of decree "83CW18", the City is required to maintain this parcel of land in perpetuity. The City has maintained an office and full-time staff in Rocky Ford to ensure compliance with the revegetation requirements of the decree.

Black Hills Energy ("BHE") is a natural gas provider serving residents and customers in portions of western, eastern, and southern Colorado. BHE is preparing plans to construct a pipeline that will increase their service capacity in Crowley and Otero counties. The pipeline comes from La Junta and traverses through Rocky Ford, serving communities north of Rocky Ford into Ordway and Crowley County.

BHE approached the City in 2020 inquiring about their need to purchase a pipeline easement on the City's Rocky Ford property. This request was thoroughly vetted by the City and considered by the Aurora Water Department. After careful consideration and lengthy negotiations, BHE has agreed to undertake the City's revegetation requirements within the proposed easement footprint that can be seen on Exhibit A as "Proposed Easement" and compensate in the amount of \$1,550 for the easement rights.

Per Aurora City Code Section 2-31(b)(1) upon authorization by a majority vote of the members of City Council, the Mayor shall execute all instruments conveying any real property interest by the City. Staff recommends conveyance of a 6.093-acre (265,414 square foot) permanent easement and a 4.066 acre (177,132 square foot) temporary construction easement as depicted on Exhibit A and labeled "Black Hills Energy Easement.". A copy of the proposed pipeline easement instrument is also attached hereto.

Staff recommends granting an easement to BHE in the form attached hereto as "Exhibit B."

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

This easement conveyance will provide additional revenue to the City of Aurora in the approximate amount of \$1,550.

**ORG:** Water Ops Fund Admin (0500)

**BUDGETED EXPENDITURE IMPACT**

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

N/A

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Does City Council approve the resolution for the conveyance of an easement to Black Hills Energy on the City-owned Rocky Ford property?

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**LEGAL COMMENTS**

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

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RESOLUTION NO. R2023-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,  
COLORADO, APPROVING THE CONVEYANCE OF EASEMENT AREA  
OWNED BY THE CITY IN ROCKY FORD LOCATED IN CROWLEY  
COUNTY TO BLACK HILLS ENERGY (BHE)

WHEREAS, in November of 1993, the City of Aurora (“City”) purchased a 2,182-acre parcel of land located in Crowley County, and known as “Rocky Ford”, to comply with revegetation requirements, set forth by the District Court, Water Division 2, State of Colorado, to transfer water rights; and

WHEREAS, pursuant to the terms and conditions of the Court’s decree, the City is required to maintain this parcel of land in perpetuity; therefore, the City has maintained an office and full-time staff in Rocky Ford to ensure compliance with the revegetation requirements of the Court’s decree; and

WHEREAS, Black Hills Energy (“BHE”) is a natural gas provider serving residents and customers in portions of western, eastern, and southern Colorado; and

WHEREAS, BHE is in the process of preparing plans to construct a pipeline that will increase their service capacity in Crowley and Otero counties, for which their pipeline from La Junta traverses through Rocky Ford and serves communities north of Rocky Ford into Ordway and Crowley County; and

WHEREAS, in 2020, BHE approached the City inquiring about their need to purchase a pipeline easement on the City’s Rocky Ford property; and

WHEREAS, BHE desires to undertake the City’s revegetation requirements within the proposed easement area, encompassing 6.093 acres (265,414 square feet), and BHE will compensate the City in the amount of \$1,550 for the easement rights granted; and

WHEREAS, City staff recommends the conveyance of the proposed 6.093-acre (265,414 square foot) permanent easement and the 4.066 acre (177,132 square foot) temporary construction easement to BHE to install their pipeline; and

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

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

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and the citizens of Aurora to authorize the easement conveyances to BHE.

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

Section 1. The conveyance of City-owned land located in Rocky Ford in Crowley County containing a 6.093-acre (265,414 square foot) permanent easement and a 4.066 acre (177,132 square foot) temporary construction easement to Black Hills Energy is hereby approved.

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

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

RLA

Michelle Gardner  
MICHELLE GARDNER, Sr. Assistant City Attorney

**DEED OF PERPETUAL NON-EXCLUSIVE EASEMENT**  
(Pipeline)

THIS DEED OF PERPETUAL NON-EXCLUSIVE EASEMENT, is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF AURORA, Colorado, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, being the same entity identified in Book 881 Page 264 and Reception# 538781 in the Clerk and Recorder's Office of Otero County, whose legal address is 15151 E. Alameda Parkway, Aurora, Colorado, 80012 (hereinafter "Grantor"), and both BLACK HILLS COLORADO GAS, INC., d/b/a BLACK HILLS ENERGY, whose legal address is 7001 Mount Rushmore Road, Rapid City, South Dakota, 57702 (hereafter "Grantee"). Grantor and Grantee may be individually referred to as a "Party" and collectively referred to herein as "Parties."

**WITNESSETH**

**1. GRANT.** That for and in consideration in the amount of TEN AND NO/100 DOLLARS (\$10.00) and of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a non-exclusive perpetual easement ("Easement"), on, under, through, over, and across property owned by Grantor situate in the County of Otero, State of Colorado, as legally described and depicted in **Exhibit A through B** attached hereto and incorporated herein by this reference the ("Property") together with the right, privilege, and authority to survey, construct, install, reconstruct, operate, repair, environmentally remediate, remove, replace, maintain, and use a pipeline, and any and all necessary or convenient underground appurtenances thereto, necessary or desirable for the transportation of liquids and/or gasses on, in, over, under, through, along, upon, and across the Property within a route that is thirty (30') feet in width ("Improvements"). Grantor further grants unto Grantee:

- a. Improvements and Rights Include.** The right to access, install, construct, reconstruct, locate, relocate, survey, maintain, enlarge, alter, repair, replace, modify, use, operate, control, inspect, improve, test, and remove, at any time and from time to time as may be useful to, or required by Grantee, a pipeline, conduits, vaults, meters, valves, manholes, access roads, or any other underground transmission pipeline utility structures (including, but not limited to, communication facilities) and all necessary underground cables, wires and all improvements and appurtenances thereto, with above ground improvements limited to vent pipes and utility location markers ("Improvements") on, under, through, over, and across the Property.
- b. Markers.** The right to mark the location of the Easement by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations, which will not interfere with any reasonable use Grantor or any tenant(s) shall make of said Property.

- c. Temporary Workspace. The right to occupy and use for surveying, access, storage of materials, staging of equipment, and for the construction of the pipeline and its appurtenances that certain area of the Property depicted on Exhibits C and D and labeled as “Temporary Workspace.” This Temporary Workspace will become null and void one year after the natural gas pipeline has been put into service and under no circumstances extends beyond 12/31/2024.

**2. DEPTH OF COVER.** Unless a greater depth is required by applicable law, rule, or regulation, Grantee agree that the underground portions of the pipeline will be constructed with at least forty-eight inches (48”) of soil cover. In areas where bedrock formations are found at depths of less than forty-eight inches (48”), the minimum cover shall be thirty-six inches (36”).

**3. USE OF EASEMENT.** All uses of the Property by Grantee are made at the risk of Grantee. Grantee shall cause its operation and construction hereunder and the use of the Easement to be in compliance with all applicable laws, statues, regulations, rules, including those pertaining to the environment and health and safety. Grantee shall keep and maintain the Improvements of Grantee in good condition and repair, and shall make all repairs, replacements, and renewals necessary to maintain the same in such state of condition and repair. Grantee shall operate and maintain its Improvements on the Property without undue interference with the operations of the Grantor, or its tenants, licensees, guests, or invitees. Grantee hereby covenants and agrees that it will not cause or permit any lien to be filed or asserted against the property of the Grantor as a result of any act or omission of Grantee.

**4. SURVEY.** After installation of the pipeline constructed within the Easement has been completed, Grantee shall furnish Grantor with “as-built” drawings of such pipeline and other related facilities under, upon, over, and through Grantor’s property which shall be filed of record as Exhibit “E and F” to this Easement and made part hereof. For the purpose of recordation, Grantee shall file this Easement of record without said Exhibit “E and F” and subsequently after construction and verification of survey, this Easement shall be re-recorded by Grantee to include Exhibit “E and F.”

**5. COMPENSATION, RESTORATION, AND DEFAULT.** The Grantee has the obligation to restore or repair to its original condition or as close thereto as reasonably possible, except as necessarily modified to accommodate the Improvements, any damages caused on said Property, arising out of the construction or reconstruction, maintenance or repair of said Improvements in the exercise of the rights hereby granted to Grantee. Grantee agree to mitigate any erosion of the land within the Property caused by its future operation, repair, or maintenance of the pipeline Improvements and comply with all obligations as may be required by C.R.S. § 38-1-101.7. The Grantee shall have a reasonable amount of time to make any restorations required under this Section.

- a. Compensation. In addition to the above consideration, Grantee agree to pay for any and all actual damages which may be caused by Grantee exercising any rights herein granted. Grantee shall pay Grantor for any actual damages to existing fences caused by Grantee’s exercise of rights granted herein on

the Property or adjacent property except to the extent caused by the negligence or willful misconduct of Grantor, its employees, tenants, agents, contractors, subcontractors, representatives, heirs, successors, or assigns. Grantor acknowledges and agrees that Grantee has compensated Grantor for all reasonably foreseeable damages to the Property associated with Grantee's use of the Property and the initial installation of the pipeline Improvements and related activities during the time period beginning on June 1<sup>st</sup>, 2023 and ending on November 1<sup>st</sup>, 2023. In the event that Grantee has not completed initial construction of the pipeline Improvements and restoration of the native grass by December 31<sup>st</sup>, 2025, and Grantee's failure to do so results in Grantor or anyone authorized by Grantor (e.g. Grantor's tenant) being unable to re-establish native grass on the Property, Grantee shall compensate Grantor for the actual and verifiable damages to Grantor or anyone authorized by Grantor to re-establish native grass on the Property. Grantee shall be fully liable for any failure to re-establish native grass related to the construction of pipeline Improvements on the Property.

- b.** Restoration. Grantee shall restore and contour the surface of the Property as nearly as reasonably practicable and permissible, to its prior condition, grade, and compaction in Grantor's sole discretion. Following any instance of disturbance occasioned by construction, installation, repair or replacement of the pipeline Improvements, or use of the Property by Grantee, their contractors, or agents, Grantee shall have up to three (3) years to re-establish the native grass on Property. These obligations shall extend to any areas of immediately adjacent property disturbed by Grantee.
- c.** Inspection. Grantor will perform bi-annual inspections of the Property to ensure Grantee is complying with its re-establishment of native grass obligations on the Property and the adjacent property impacted by Grantee's operations as required by this Easement. Grantor may perform additional inspection(s) following any instance of disturbance occasioned by construction, installation, repair, or replacement of the pipeline Improvements, or use of the Property by Grantee, their contractors, or agents.
- d.** Fencing. Grantee shall install four-wire fencing two (2') to ten (10') feet clear from the Property so as to keep livestock from grazing newly planted and young grass that has been planted to replace the disturbed Property and adjacent property that is subject to Grantee's native grass re-establishment obligations required by this Easement.
- e.** Default. The occurrence of any of the following shall constitute an "Event of Default" by Grantee under this Easement:

  - i. Grantee fails to comply with its native grass re-establishment obligations required under this Easement.
  - ii. Grantee grants other uses or rights within this Easement to 3<sup>rd</sup> parties without obtaining written consent from Grantor.

- iii. Grantee fails to respond to Grantor within one-hundred and eighty days (180) following written notification by Grantor of a failure to perform a specified obligation or a violation of the use terms of this Easement.
- f. Specific Performance. In the Event of Default in the performance of any of its obligations or terms of this Easement, the other Party shall be entitled to demand specific performance of such obligations and agreements by the defaulting Party within one hundred and eighty (180) days, in addition to any and all other equitable and legal rights and remedies which such non-defaulting Party may have. The Parties agree the jurisdiction shall be the District Court of Arapahoe County, State of Colorado.

**6. GRANTOR USES.** The Property shall remain in the ownership of the Grantor, its heirs, successors, or assigns. Grantor reserves the right to use and occupy the Property for any and all lawful purposes consistent with the rights and privileges above granted and which will not interfere with or endanger any of Grantee's facilities or otherwise interfere with Grantee's rights hereunder. The uses Grantor or those authorized by Grantor may make of the Property include, but are not limited to, farming and other purposes. The rights and privileges of Grantee hereunder are exclusive as to the subsurface of the Property provided, this Easement does not constitute a conveyance of any oil, gas, other mineral, or pore space underlying the lands covered by this Easement. The Parties further agree that the uses of the Property by Grantor and the agreements concerning those uses shall be as follows:

- a. Written Permission. The Grantor shall not itself or through other persons or entities, erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or allow the installation of other utilities on, over, or in the Property, without obtaining the prior specific written permission of Grantee, which permission shall not be unreasonably withheld. Grantee acknowledges that other utilities can be constructed to cross Grantee's pipeline.

To the extent that Grantee reasonably determines that it will not interfere with or endanger any of Grantee's Improvements, Grantor or anyone authorized by Grantor may, install landscaping (except trees), pavement, curbs, gutters, sidewalks, trails, parking areas and associated curb cuts, driveways, fences, sprinkler systems, posts, poles, or walls within the Property with the prior specific written permission of the Grantee, which shall not be unreasonably withheld. Any such existing Grantor improvements are allowed to remain or shall be replaced by Grantee. Grantor and Grantee agree to work together to ensure Grantee's Improvements can be installed and the current farming operations will continue and any disturbance to farming operations on the Property necessitated by Grantee's rights are minimized.

- b. Ground Level and Support. Grantor for itself, or through other persons or entities, shall take no action that would impair or in any way decrease or

increase the ground level, or the lateral or subjacent support for the appurtenances and Improvements within the Property without obtaining the prior specific written permission of Grantee, which shall not be unreasonably withheld. The Parties agree that normal farming operations on the Property are not considered an action that would violate this paragraph and agree that no permission, written or otherwise, is required for Grantor or any tenant(s) to continue to farm the Property, subject to reasonable disturbance by Grantee in exercising their rights granted herein.

- c. Removal by Grantee. Upon advance notice to Grantor, the Grantee may remove anything violating Paragraphs 6.a. herein that is placed on, over, or in the Property without the prior specific written permission of Grantor and without liability for damages arising therefrom. In addition, upon advance notice, the Grantee shall have the right, without liability for damage, to cut, trim, control, and remove trees, brush, and other obstructions on the Property that injure or interfere with Grantee's occupation or enjoyment of the Easement or Improvements. The advance notice provisions of this subparagraph shall not be required in cases of emergency. An emergency shall mean a situation where imminent harm or danger may likely result to the Grantee's rights or Improvements if corrective action is not taken immediately.

**7. NO REPRESENTATION.** THE EASEMENT AND RIGHTS GRANTED HEREIN ARE BEING GRANTED IN THEIR CURRENT CONDITION, "AS-IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OR INDEMNIFICATION FROM GRANTOR OF ANY KIND, EXPRESS OR IMPLIED, EACH OF WHICH ARE EXPRESSLY DISCLAIMED BY GRANTOR, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF QUALITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

**8. INDEMNITY.** Grantee agrees to indemnify, defend, and hold Grantor harmless from and against any and all claims made against Grantor that may result from the use by Grantee of the rights granted in this Easement for any loss or damage for any reason, including property damage and death or bodily injury, arising from Grantee's use of the Easement or its Improvements thereon or Grantee's breach of its obligations herein, except to the extent caused by the negligence or willful misconduct of Grantor.

**9. NO WAIVER.** By entering into this Easement, Grantor is not waiving the defense of Sovereign Immunity or any other rights in law or equity.

**10. RUNS WITH THE LAND.** This Easement and the rights, benefits, and obligations created hereby shall constitute a burden upon the Property and the estate of the Grantor in the underlying lands and shall run with the land and be binding upon the Grantor and its successors, personal representatives, assigns, and heirs.

**11. NOTICE.**

Grantor:

Aurora Water  
17850 County Road JJ  
Rocky Ford, CO 81067  
719-254-7984

Grantee:

Black Hills Colorado Gas,  
Inc., d/b/a Black Hills Energy  
7001 Mount Rushmore Road  
Rapid City, SD 57702  
Attn: Land Department  
719-469-2216 (R Kurtz)

**12. DESCRIPTIVE HEADINGS.** The descriptive headings of the several articles and sections of this Deed of Perpetual Non-Exclusive Easement are inserted for reference only and shall not limit or otherwise affect the meanings hereof.

**13. GOVERNING LAW.** This easement is to be construed in accordance with the laws of the State in which lie the lands covered by this Easement, without given effect to any choice of law principles that impose the law(s) of any other jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Deed of Perpetual Non-Exclusive Easement effective as of the date first written above.





# EXHIBIT A

## LEGAL DESCRIPTION EASEMENT NO. 1

A thirty (30) foot wide Strip of Land situated in Government Lot 3 of the G.L.O. 1870 Plat, of Section 25 and the N.W.1/4 and the S.W.1/4 of Section 36, T.22S., R.57W., 6th of the P.M., County of Otero, State of Colorado;

Said Strip being described as follows:

Commencing at the N.W. Corner of said Section 25 from whence the S.W. Corner of said Section 25 Bears on a State Plane Bearing (NAD 83/2011 Colorado South Zone)

of S01°53'49"E a ground distance of 5314.28 feet;

Thence S02°45'12"E a distance of 4684.16 feet to a Point on the Southerly Line of Indian Claim 'D' as per the G.L.O. 1870 Plat and the Point of Beginning;

Thence S81°51'36"E along said Southerly Line of Indian Claim 'D', a distance of 30.47 feet;

Thence over under and across said Government Lot 3 of the G.L.O. 1870 Plat, of Section 25 and the N.W.1/4 and S.W.1/4 of Section 36, the following three (3) courses:

- 1.) S01°53'49"E a distance of 625.67 feet to the North Line of said N.W.1/4 of Section 36;
- 2.) S00°29'04"E a distance of 2631.93 feet to the North Line of said S.W.1/4 of Section 36;
- 3.) S00°28'04"E a distance of 2600.91 feet;

For and on Behalf of  
Black Hills Energy  
Charles H. Russell  
Colorado PLS 23519  
February 16, 2023  
P.O. Box 1403  
Paonia, CO 81428

Thence S88°38'28"W along the North R.O.W. Line of Otero County Road HH, a distance of 30.01 feet;

Thence along the East R.O.W. Line of State Highway No. 71 the following two (2) courses:

- 1.) N00°28'04"W a distance of 2600.81 feet to the South Line of said N.W.1/4 of Section 36;
- 2.) N00°29'04"W a distance of 2631.85 feet to the South Line of said Government Lot 3;

Thence N01°53'49"W a distance of 630.88 feet to the Point of Beginning.

Said Strip having an Area of 175822 Square Feet or 4.036 Acres.

Bearings are Based on a State Plane Bearing of S01°53'49"E for the West Line of Section 25, T.22S., R.57W., 6th P.M.

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

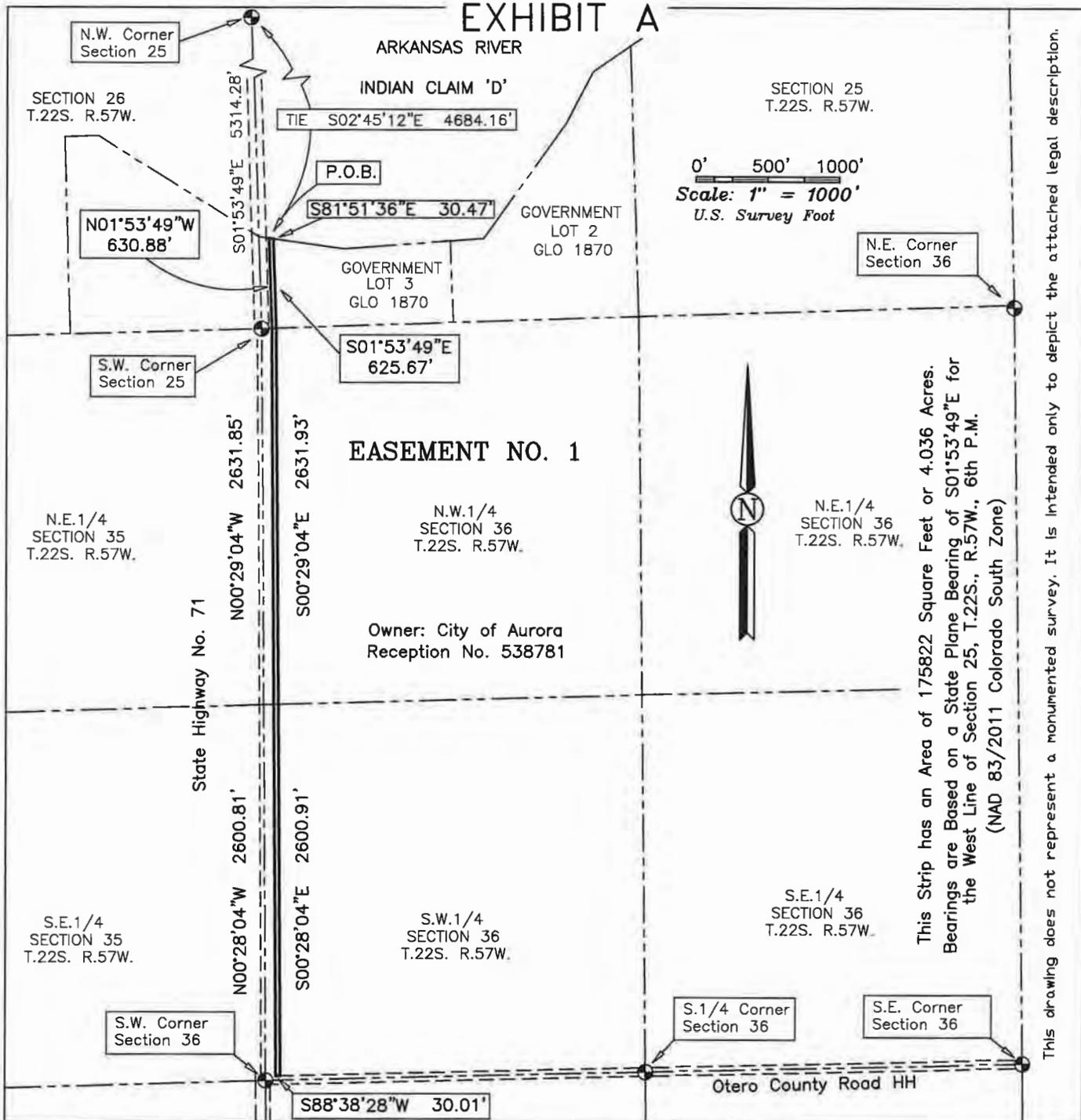


### CITY OF AURORA, COLORADO

BLACK HILLS ENERGY NATURAL GAS PIPELINE EASEMENT SITUATED IN GOVERNMENT LOT 3, G.L.O. 1870 PLAT OF SECTION 25, & THE N.W.1/4 & S.W.1/4 OF SECTION 36, T.22S., R.57W., OF THE 6th P.M., COUNTY OF OTERO, STATE OF COLORADO

DRAWN BY: CHR	SCALE: AS SHOWN	R.D.W. FILE NUMBER
CHECKED BY:	DATE: 02-16-23	JOB NUMBER: 23463

ILLUSTRATION FOR  
**EXHIBIT A**



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

<b>CITY OF AURORA, COLORADO</b>			<b>BLACK HILLS ENERGY NATURAL GAS PIPELINE EASEMENT SITUATED IN GOVERNMENT LOT 3, G.L.O. 1870 PLAT OF SECTION 25, &amp; THE N.W.1/4 &amp; S.W.1/4 OF SECTION 36, T.22S., R.57W., OF THE 6th P.M., COUNTY OF OTERO, STATE OF COLORADO</b>
DRAWN BY: CHR	SCALE: AS SHOWN	R.O.W. FILE NUMBER	
CHECKED BY:	DATE: 02-16-23	JOB NUMBER: 23463	

# EXHIBIT B

## LEGAL DESCRIPTION EASEMENT NO. 2

A thirty (30) foot wide Strip of Land situated in the N.W.1/4 and S.W.1/4 of Section 1, T.23S., R.57W., 6th of the P.M., County of Otero, State of Colorado;

Commencing at the S.W. Corner of said Section 1 from whence the W.1/4 Corner of said Section 1 Bears on a State Plane Bearing (NAD 83/2011 Colorado South Zone) of N00°49'38"W a ground distance of 2641.55 feet;  
Thence N00°03'53"W a distance of 2253.83 feet to a Point on the Centerline Rocky Ford Canal and the Point of Beginning;

Thence along the East R.O.W. Line of State Highway No. 71 the following two (2) courses:

1.) N00°49'38"W a distance of 388.04 feet to the South Line of said N.W.1/4 of Section 1;

2.) N00°48'39"W a distance of 2590.13 feet;  
Thence N88°38'28"E along the South R.O.W. Line of County Road HH, a distance of 30.00 feet;

For and on Behalf of  
Black Hills Energy  
Charles H. Russell  
Colorado PLS 23519  
February 16, 2023  
P.O. Box 1403  
Paonia, CO 81428

Thence over, under and across said N.W.1/4 and S.W.1/4 of Section 1, the following two (2) courses:

1.) S00°48'39"E a distance of 2590.31 feet to the North Line of said S.W.1/4 of Section 1;

2.) S00°49'38"E a distance of 404.29 feet;

Thence N62°33'13"W along said Centerline Rocky Ford Canal a distance of 34.07 feet to the Point of Beginning.

Said Strip having an Area of 89592 Square Feet or 2.057 Acres.

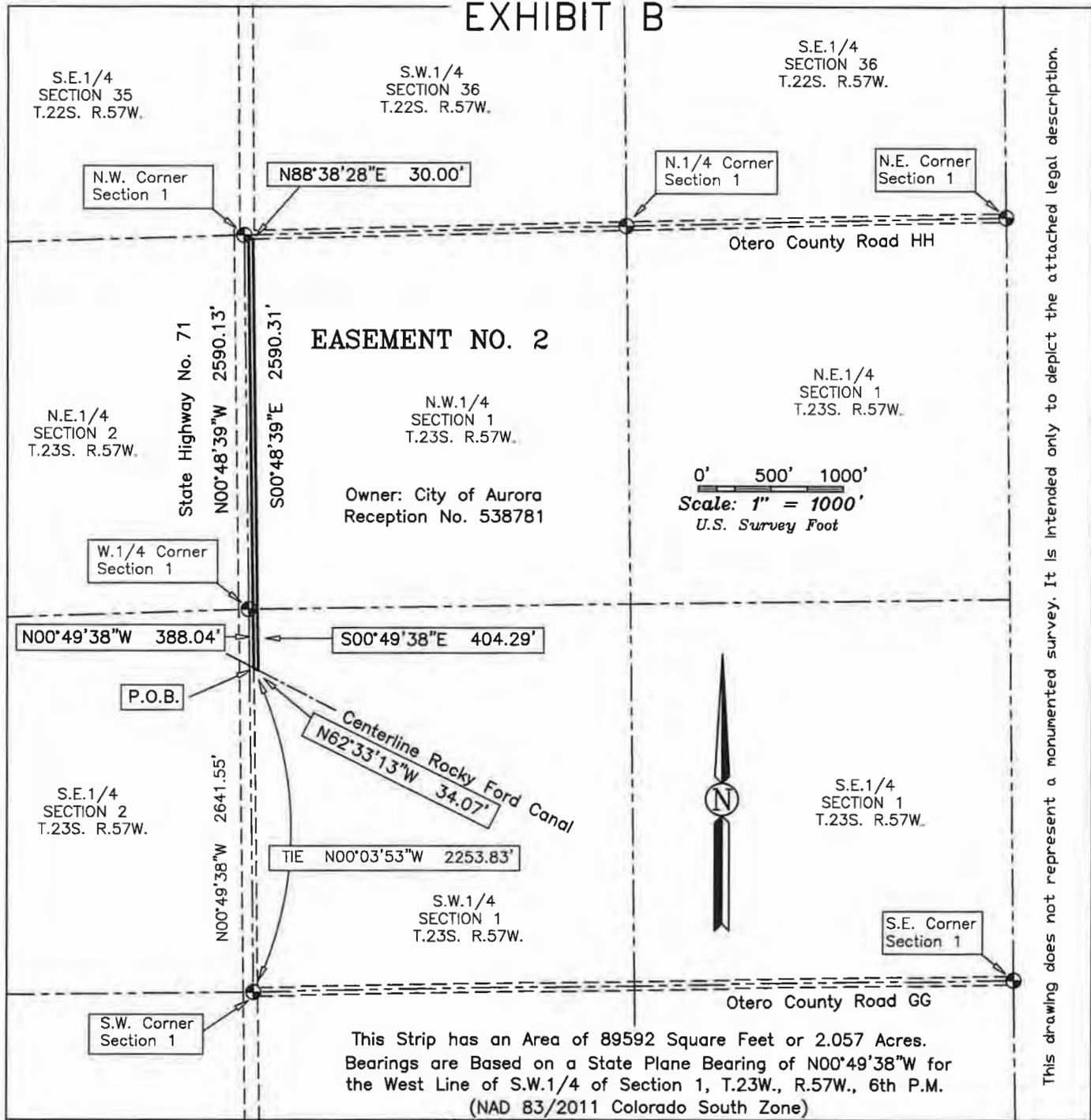


Bearings are Based on a State Plane Bearing of N00°49'38"W for the West Line of S.W.1/4 of Section 1, T.23W., R.57W., 6th P.M.

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

<b>CITY OF AURORA, COLORADO</b>			BLACK HILLS ENERGY NATURAL GAS PIPELINE EASEMENT SITUATED IN THE N.W.1/4 & S.W.1/4 OF SECTION 1, T.23S., R.57W., OF THE 6th P.M., COUNTY OF OTERO, STATE OF COLORADO
DRAWN BY: CHR	SCALE: AS SHOWN	R.O.W. FILE NUMBER	
CHECKED BY:	DATE: 02-16-23	JOB NUMBER: 23463	

ILLUSTRATION FOR  
**EXHIBIT B**



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

<b>CITY OF AURORA, COLORADO</b>			<b>BLACK HILLS ENERGY NATURAL GAS PIPELINE EASEMENT SITUATED IN THE N.W.1/4 &amp; S.W.1/4 OF SECTION 1, T.23S., R.57W., OF THE 6th P.M., COUNTY OF OTERO, STATE OF COLORADO</b>
DRAWN BY: CHR	SCALE: AS SHOWN	R.O.W. FILE NUMBER	
CHECKED BY:	DATE: 02-16-23	JOB NUMBER: 23463	

# EXHIBIT C

## LEGAL DESCRIPTION EASEMENT NO. 3 TEMPORARY EXTRA WORK AREA

A twenty (20) foot wide Strip of Land situated in Government Lot 3 of the G.L.O. 1870 Plat, of Section 25 and the N.W.1/4 and the S.W.1/4 of Section 36, T.22S., R.57W., 6th of the P.M., County of Otero, State of Colorado;

Said Strip being described as follows:

Commencing at the N.W. Corner of said Section 25 from whence the S.W. Corner of said Section 25 Bears on a State Plane Bearing (NAD 83/2011 Colorado South Zone)

of S01°53'49"E a ground distance of 5314.28 feet;

Thence S03°07'08"E a distance of 4690.02 feet to a Point on the Southerly Line of Indian Claim 'D' as per the G.L.O. 1870 Plat and the Point of Beginning;

Thence S81°51'36"E along said Southerly Line of Indian Claim 'D', a distance of 20.31 feet;

Thence over under and across said Government Lot 3 of the G.L.O. 1870 Plat, of Section 25 and the N.W.1/4 and S.W.1/4 of Section 36, the following three (3) courses:

- 1.) S01°53'49"E a distance of 622.20 feet to the North Line of said N.W.1/4 of Section 36 ;
- 2.) S00°29'04"E a distance of 2631.99 feet to the North Line of said S.W.1/4 of Section 36;
- 3.) S00°28'04"E a distance of 2600.97 feet;

For and on Behalf of  
Black Hills Energy  
Charles H. Russell  
Colorado PLS 23519  
February 16, 2023  
P.O. Box 1403  
Paonia, CO 81428

Thence S88°38'28"W along the North R.O.W. Line of Otero County Road HH, a distance of 20.00 feet;

Thence along the a Line that 30 feet East and Parallel with the East R.O.W. Line of State Highway No. 71 the following two (2) courses:

- 1.) N00°28'04"W a distance of 2600.91 feet to the South Line of said N.W.1/4 of Section 36;
- 2.) N00°29'04"W a distance of 2631.93 feet to the South Line of said Government Lot 3;

Thence N01°53'49"W a distance of 625.67 feet to the Point of Beginning.

Said Strip having an Area of 117131 Square Feet or 2.689 Acres.

Bearings are Based on a State Plane Bearing of S01°53'49"E for the West Line of Section 25, T.22S., R.57W., 6th P.M.

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

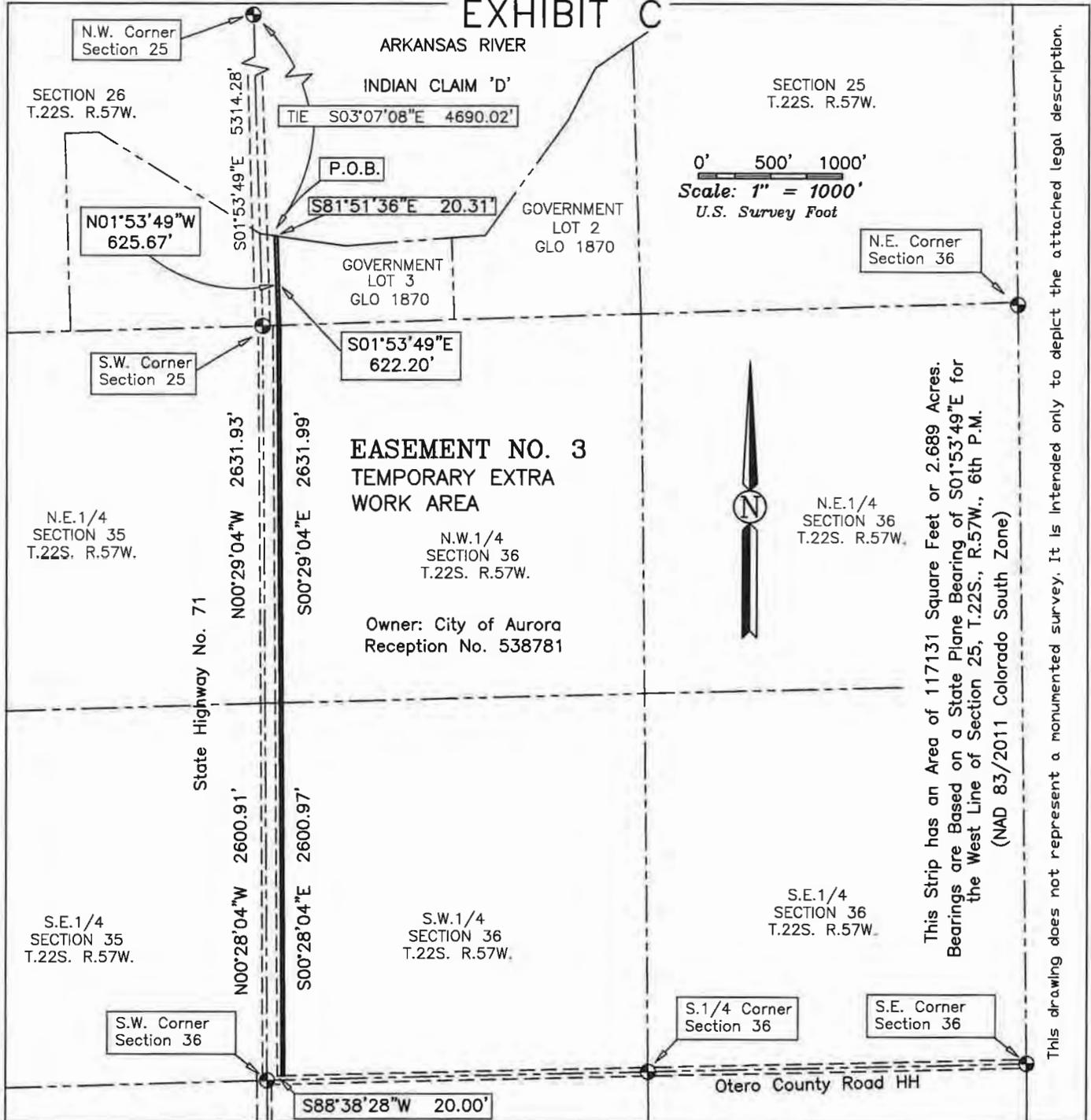


### CITY OF AURORA, COLORADO

BLACK HILLS ENERGY NATURAL GAS PIPELINE EASEMENT  
SITUATED IN GOVERNMENT LOT 3, G.L.O. 1870 PLAT OF  
SECTION 25, & THE N.W.1/4 & S.W.1/4 OF SECTION 36,  
T.22S., R.57W., OF THE 6th P.M., COUNTY OF OTERO,  
STATE OF COLORADO

DRAWN BY: CHR	SCALE: AS SHOWN	R.O.W. FILE NUMBER
CHECKED BY:	DATE: 02-16-23	JOB NUMBER: 23463

ILLUSTRATION FOR  
**EXHIBIT C**



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

<b>CITY OF AURORA, COLORADO</b>		
DRAWN BY: CHR	SCALE: AS SHOWN	R.O.W. FILE NUMBER
CHECKED BY:	DATE: 02-16-23	JOB NUMBER: 23463

BLACK HILLS ENERGY NATURAL GAS PIPELINE EASEMENT SITUATED IN GOVERNMENT LOT 3, G.L.O. 1870 PLAT OF SECTION 25, & THE N.W.1/4 & S.W.1/4 OF SECTION 36, T.22S., R.57W., OF THE 6th P.M., COUNTY OF OTERO, STATE OF COLORADO

# EXHIBIT D

**LEGAL DESCRIPTION EASEMENT NO. 4**  
**TEMPORARY EXTRA WORK AREA**

A twenty (20) foot wide Strip of Land situated in the N.W.1/4 and S.W.1/4 of Section 1, T.23S., R.57W., 6th of the P.M., County of Otero, State of Colorado;

Commencing at the S.W. Corner of said Section 1 from whence the W.1/4 Corner of said Section 1 Bears on a State Plane Bearing (NAD 83/2011 Colorado South Zone) of  $N00^{\circ}49'38''W$  a ground distance of 2641.55 feet; Thence  $N00^{\circ}42'31''E$  a distance of 2238.29 feet to a Point on the Centerline Rocky Ford Canal and the Point of Beginning;

Thence along a Line that 30 feet East and Parallel with the East R.O.W. Line of State Highway No. 71 the following two (2) courses:

- 1.)  $N00^{\circ}49'38''W$  a distance of 404.29 feet to the South Line of said N.W.1/4 of Section 1;
- 2.)  $N00^{\circ}48'39''W$  a distance of 2590.30 feet;

Thence  $N88^{\circ}38'28''E$  along the South R.O.W. Line of Otero County Road HH, a distance of 20.00 feet;

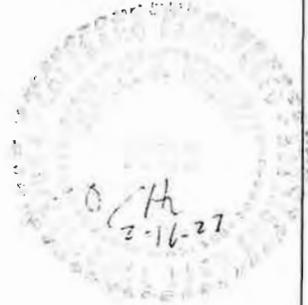
Thence over, under and across said N.W.1/4 and S.W.1/4 of Section 1, the following two (2) courses:

- 1.)  $S00^{\circ}48'39''E$  a distance of 2590.41 feet to the North Line of said S.W.1/4 of Section 1;
- 2.)  $S00^{\circ}49'38''E$  a distance of 415.12 feet;

Thence  $N62^{\circ}33'13''W$  along said Centerline Rocky Ford Canal a distance of 22.71 feet to the Point of Beginning.

Said Strip having an Area of 60001 Square Feet or 1.377 Acres.

For and on Behalf of  
 Black Hills Energy  
 Charles H. Russell  
 Colorado PLS 23519  
 February 16, 2023  
 P.O. Box 1403  
 Paonia, CO 81428

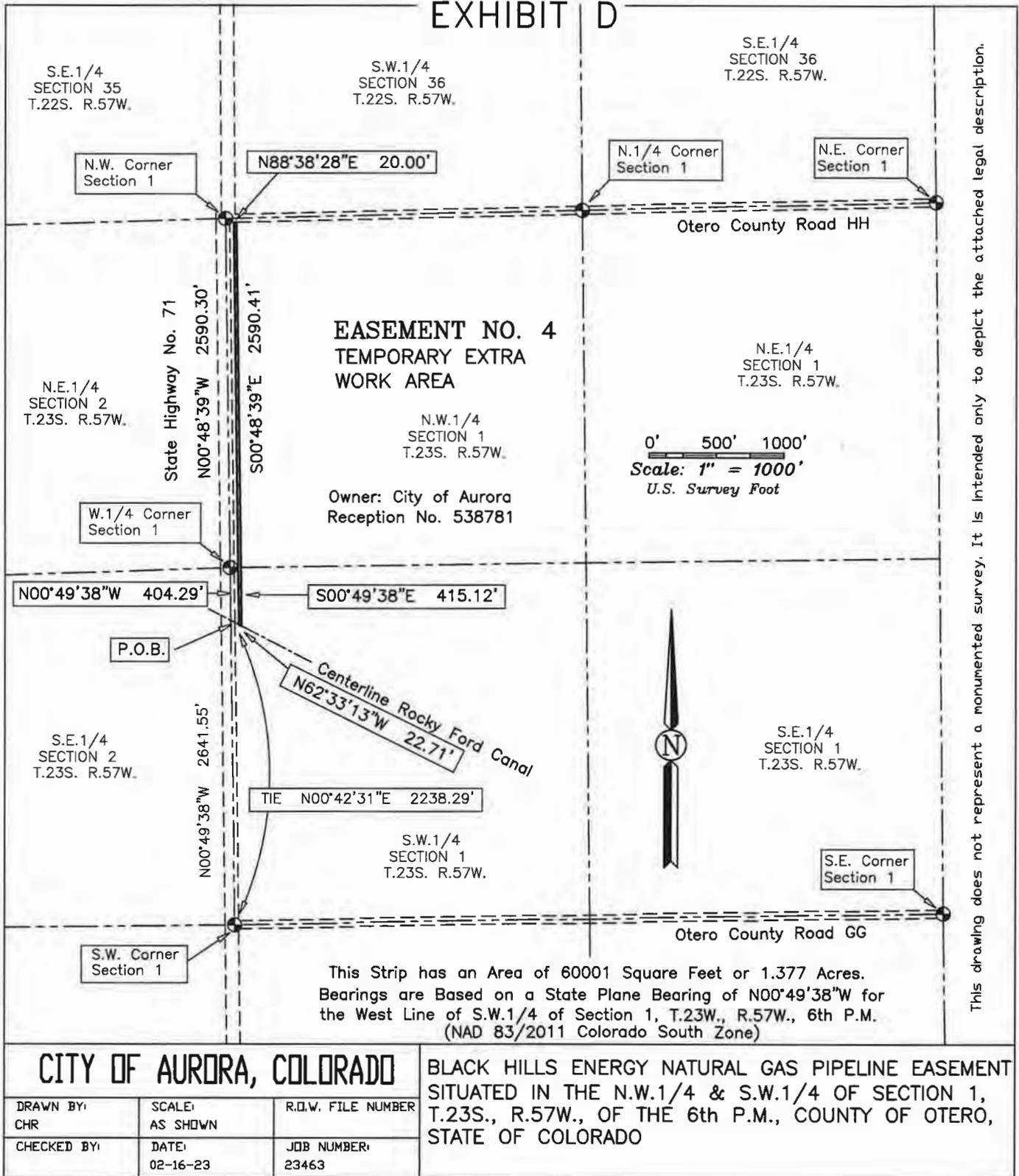


Bearings are Based on a State Plane Bearing of  $N00^{\circ}49'38''W$  for the West Line of S.W.1/4 of Section 1, T.23W., R.57W., 6th P.M.

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

<b>CITY OF AURORA, COLORADO</b>			BLACK HILLS ENERGY NATURAL GAS PIPELINE EASEMENT SITUATED IN THE N.W.1/4 & S.W.1/4 OF SECTION 1, T.23S., R.57W., OF THE 6th P.M., COUNTY OF OTERO, STATE OF COLORADO
DRAWN BY: CHR	SCALE: AS SHOWN	R.O.W. FILE NUMBER	
CHECKED BY:	DATE: 02-16-23	JOB NUMBER: 23463	

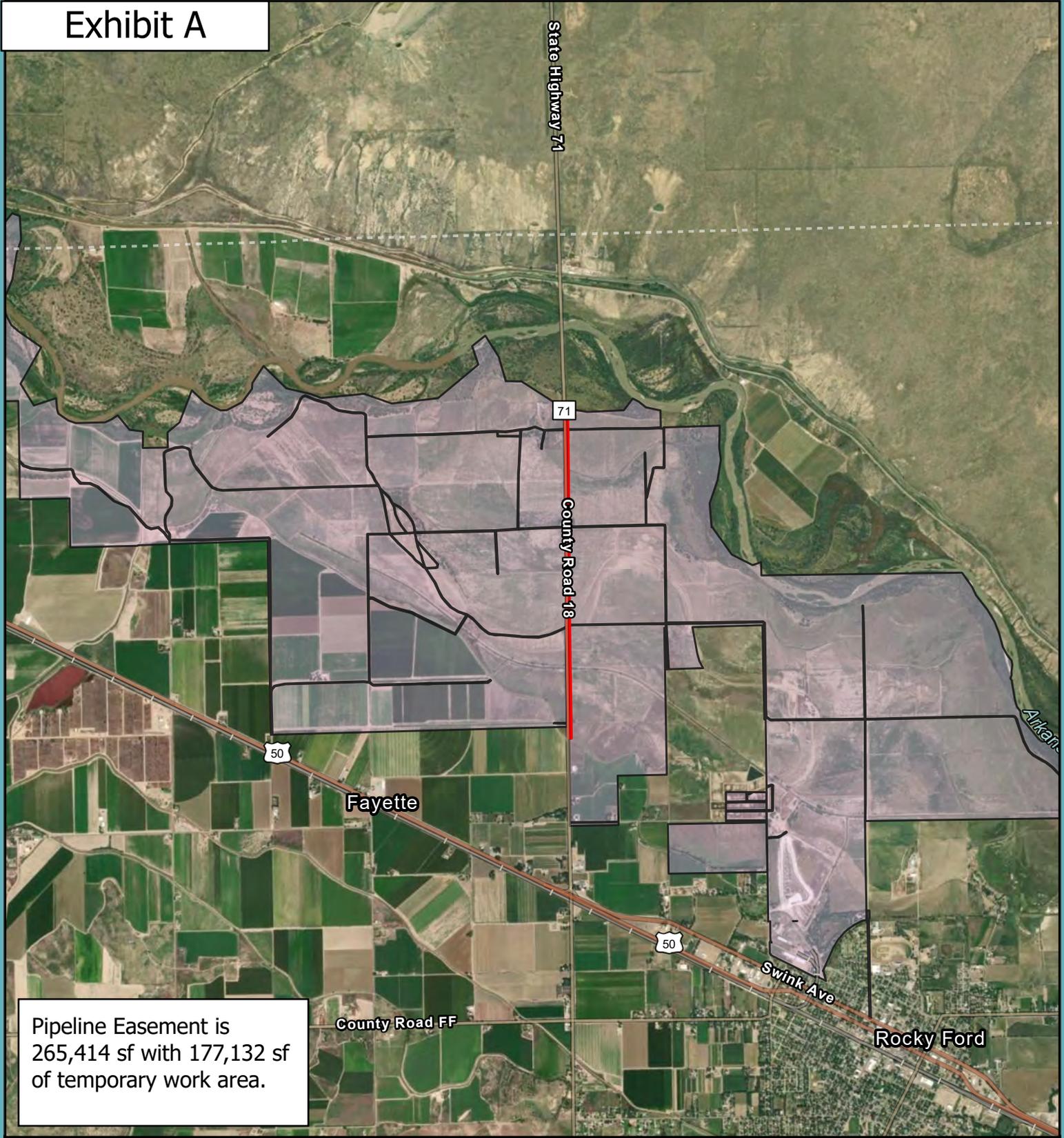
ILLUSTRATION FOR  
**EXHIBIT D**



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

<b>CITY OF AURORA, COLORADO</b>			<b>BLACK HILLS ENERGY NATURAL GAS PIPELINE EASEMENT SITUATED IN THE N.W.1/4 &amp; S.W.1/4 OF SECTION 1, T.23S., R.57W., OF THE 6th P.M., COUNTY OF OTERO, STATE OF COLORADO</b>
DRAWN BY: CHR	SCALE: AS SHOWN	R.D.W. FILE NUMBER	
CHECKED BY:	DATE: 02-16-23	JOB NUMBER: 23463	

# Exhibit A



Pipeline Easement is 265,414 sf with 177,132 sf of temporary work area.

## Black Hills Energy Easement Aurora Water

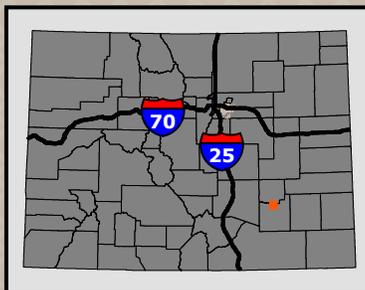
15151 E. Alameda Pkwy, Aurora, CO 80012 USA  
www.auroragov.org | 303-579-2990  
gwhitney@auroragov.org



Aurora is Worth Discovering!

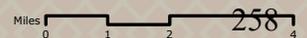


July 5, 2023



### Legend

-  Pipeline Easement
-  Aurora Properties



DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, 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

<b>Item Title:</b> Rules of Order and Procedure: Amend Section F, Appendix B
<b>Item Initiator:</b> Dustin Zvonek, Council Member
<b>Staff Source/Legal Source:</b> Dustin Zvonek, Council Member / George Koumantakis, Manager of Client Services, City Attorney
<b>Outside Speaker:</b> n/a
<b>Council Goal:</b> 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

### COUNCIL MEETING DATES:

**Study Session:** 7/24/2023

**Regular Meeting:** 7/31/2023

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

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING THE DEFINITION OF SUPPORT OF COUNCIL ON BALLOT ISSUE RESOLUTIONS

Sponsor: Dustin Zvonek, Council Member

George Koumantakis, Manager of Client Services, City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

n/a

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

A ballot issue resolution shall first be presented at a study session for a determination whether the resolution has the ~~unanimous~~ **majority** support of Council, which shall be a requirement to the passage of any such resolution.

**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

**QUESTIONS FOR COUNCIL**

Does Council wish to approve item to move to a regular meeting for a vote?

**LEGAL COMMENTS**

Article III, Section 8 of the City Charter of the City of Aurora, Colorado, authorizes City Council to "prescribe rules of procedure to govern meetings. A City Council member may place items on the Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. (Rules of Order and Procedure for the Aurora City Council, B.2.) (Koumantakis)

RESOLUTION NO. R2022- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING THE DEFINITION OF SUPPORT OF COUNCIL ON BALLOT ISSUE RESOLUTIONS

WHEREAS, the Aurora City Council believes the election of an individual to City Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office; and

WHEREAS, Article III, Section 8 of the City Charter of the City of Aurora, Colorado, authorizes City Council to “prescribe rules of procedure to govern meetings”; and

WHEREAS, the Aurora City Council wants the Rules of Order and Procedure for the Aurora, Colorado, City Council to facilitate the fulfillment of the duties and responsibilities contained in the oath of office and the four core attributes expected to be demonstrated by every City elected official, officer, and employee: integrity, respect, professionalism, and customer service; and

WHEREAS, the Aurora City Council desires to make certain administrative changes to the Rules of Order and Procedure

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT THE COUNCIL RULES SHALL BE AMENDED AS FOLLOWS:

Section 1. The Aurora City Council amends the Rules of Order and Procedure for the Aurora, Colorado City Council to amend section B of Appendix F, to read as follows:

Ballot Issue Resolutions. A ballot issue resolution either supports or opposes a ballot issue having a direct impact on the City of Aurora or an associated organization. A ballot issue resolution shall first be presented at a study session for a determination whether the resolution has the ~~unanimous~~ **majority** support of Council, which shall be a requirement to the passage of any such resolution.

Section 2. The Mayor and City Clerk are hereby authorized to execute with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney that are not inconsistent with this resolution.

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

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

GEORGE KOUMANTAKIS, Manager of Client Services



# CITY OF AURORA

## Late Submission Approval for Agenda Item

<b>Item Title:</b> 07.12.23 Late Submission Approval for Agenda Item Form.docx
<b>Item Initiator:</b> Dustin Zvonek, Council Member
<b>Staff Source/Legal Source:</b> George Koumantakis, Manager of Client Services
<b>Outside Speaker:</b> n/a
<b>Council Goal:</b> 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

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

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

**COUNCIL MEETING DATES FOR LATE SUBMISSION:**

**Study Session:** 7/24/2023  
**Regular Meeting:** n/a

**EXPLANATION:** *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This request from CM Zvonek was late for the submission due date.

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.

Dustin Zvonek

Roberto Venegas

Agenda Item Initiator Name

Late Submission Approver Name (Deputy City Manager)

Agenda Item Initiator Signature

Date

7/13/23

Late Submission Approver Signature

Date



# CITY OF AURORA

## Council Agenda Item Continuation Page

<b>Item Title:</b> Continuation Page -Resolution for Watering Schedule
<b>Item Initiator:</b> Council Member Jurinsky
<b>Staff Source:</b> Marshall Brown, Director of Water
<b>Legal Source:</b> Tim Joyce, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Date of Change:</b> 7/24/2023

### COUNCIL MEETING DATES:

**Study Session:** 7/24/2023

**Regular Meeting:** 7/31/2023

---

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

Item 5.b of the July 24, 2023 Study Session was the "City Watering Schedule (Resolution)." The item Initiator is Council Member Jurinsky. The original resolution was intended to require the City to follow the same turf lawn irrigation requirements that the residential customers of Aurora Water must follow. The Study Session packet had the incorrect version of the resolution Council Member Jurinsky wanted City Council to consider. Attached is the resolution that was intended to be presented at the Study Session on July 24, 2023.

During the Study Session on July 24, 2023, Marshall Brown explained to Council Aurora Water has an irrigation variance program that applies to large irrigation customers. The variance program allows large irrigation customers to irrigate their turf lawns according to a **volumetric water "allowance" calculated** by Aurora Water Conservation staff. It is proposed to allow the City to participate in the Aurora Water large irrigation customer variance program and be treated no differently (same requirements and consequences) than other similarly situated large irrigation customers. Council Member Jurinsky amended her resolution to state the City would **participate in Aurora Water's variance program to irrigate the City's** large properties. A new resolution was prepared and is also attached to the packet **to reflect Council Member Jurinsky's amendment using language** suggested to Council Member Jurinsky by Marshall Brown.

RESOLUTION NO. R2023- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR THE CITY TO FOLLOW THE TURF LAWN IRRIGATION RESTRICTIONS THAT LARGE IRRIGATION CUSTOMERS MUST FOLLOW

WHEREAS, the City of Aurora, Colorado ("City") has a water management plan, known as the Aurora Water Management Plan, ("Plan") that provides a framework for the City's water use to meet long-term sustainability, especially in the event of drought or other water emergencies; and

WHEREAS, pursuant to the Plan, under non-drought water availability conditions, residential irrigation of existing turf lawns is not to exceed three days per week with no watering permitted between 10:00 a.m. and 6:00 p.m. from May 1 to September 30; and

WHEREAS, since 2020, the snowpack has been well below the respective annualized average leading to the Water Policy Committee supporting a resolution for City Council to declare "Stage 1" water availability conditions existed effective May 1, 2023; and

WHEREAS, on February 13, 2023, pursuant to Resolution R2023-14, the Aurora City Council resolved and declared a "Stage 1" water availability condition existed within the City effective as of May 1, 2023; and

WHEREAS, pursuant to the Aurora Water Management Plan, when a Stage 1 water availability condition exist, residential irrigation of existing lawns is not to exceed two day per week, based on the home address, and large irrigation accounts participating in the variance program are to reduce usage by at least 20% with no watering permitted between 10:00 a.m. and 6:00 p.m. from May 1 to September 30; and

WHEREAS, in recognition that the City's reservoirs are recovering due to ongoing wet weather conditions and the City's reservoirs were at approximately 84% of capacity when City Council approved Resolution R2023-69 on June 28, 2023, declaring "Normal" water availability conditions, non-drought water availability conditions, and eliminating the Stage 1 designation; and

WHEREAS, Aurora Water has a variance program that allows large irrigation customers of Aurora Water to irrigate their landscape according to a variance program watering allowance that is different than the turf lawn watering schedule Aurora residential customers must follow; and

WHEREAS, the City Council desires to ensure the City's outdoor water use is subject to the same restrictions that large irrigation customers of Aurora Water must follow.

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

Section 1. The Aurora City Council resolves and declares that, instead of being treated differently than other similarly situated customers, the City will now follow the same turf lawn irrigation requirements and consequences that other similar large irrigation customers of Aurora Water must follow pursuant to the Aurora Water Management Plan.

Section 2. This Resolution shall take effect immediately without reconsideration.

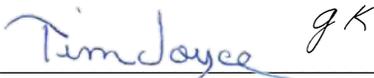
RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

 *JK*  
\_\_\_\_\_  
TIM JOYCE, Assistant City Attorney



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> City Watering Schedule
<b>Item Initiator:</b> Danielle Jurinsky
<b>Staff Source/Legal Source:</b> Tim Joyce, Assistant City Attorney
<b>Outside Speaker:</b> n/a
<b>Council Goal:</b> 2012: 6.1--Ensure the delivery of high quality services to residents in an efficient and cost effective manner

### COUNCIL MEETING DATES:

**Study Session:** 7/24/2023

**Regular Meeting:** n/a

**2<sup>nd</sup> Regular Meeting (if applicable):** n/a

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR THE CITY TO FOLLOW THE SAME DAY AND TIME RESIDENTIAL TURF LAWN IRRIGATION RESTRICTIONS THAT CITY RESIDENTIAL WATER CUSTOMERS MUST FOLLOW  
 Sponsor: Danielle Jurinsky, Council Member  
 Tim Joyce, Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Use dropdown menu to select committee from list.

**Policy Committee Date:** N/A

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

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

---

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

N/A

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

A resolution of the City Council expressing the Council's Support that the City follow the same day and time residential turf irrigation restrictions that City Residential Water Customers must follow.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

---

**QUESTIONS FOR COUNCIL**

Does Council wish to approve this resolution and move to a council meeting?

---

**LEGAL COMMENTS**

City Council has the powers that are necessary, requisite, or proper for the government and administration of its local and municipal matters. (City Charter, art. I, sec. 1-3). City Council has the authority to do what is deemed necessary and proper to promote the prosperity, improve the order, comfort and convenience of the City and its inhabitants. (Aurora, Colo. Code sec. 2-32). (TJoyce)

RESOLUTION NO. R2023- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT FOR THE CITY TO FOLLOW THE SAME DAY AND TIME RESIDENTIAL TURF LAWN IRRIGATION RESTRICTIONS THAT CITY RESIDENTIAL WATER CUSTOMERS MUST FOLLOW

WHEREAS, the City of Aurora, Colorado (“City”) has a water management plan, known as the Aurora Water Management Plan, (“Plan”) that provides a framework for the City’s water use to meet long-term sustainability, especially in the event of drought or other water emergencies; and

WHEREAS, pursuant to the Plan, under non-drought water availability conditions, residential irrigation of existing turf lawns is not to exceed three days per week with no watering permitted between 10:00 a.m. and 6:00 p.m. from May 1 to September 30; and

WHEREAS, since 2020, the snowpack has been well below the respective annualized average leading to the Water Policy Committee supporting a resolution for City Council to declare “Stage 1” water availability conditions existed effective May 1, 2023; and

WHEREAS, on February 13, 2023, pursuant to Resolution R2023-14, the Aurora City Council resolved and declared a “Stage 1” water availability condition existed within the City effective as of May 1, 2023; and

WHEREAS, pursuant to the Aurora Water Management Plan, when a Stage 1 water availability condition exists, residential irrigation of existing lawns is not to exceed two day per week, based on the home address, with no watering permitted between 10:00 a.m. and 6:00 p.m. from May 1 to September 30; and

WHEREAS, in recognition that the City’s reservoirs are recovering due to ongoing wet weather conditions and the City’s reservoirs are currently at 84% of capacity City Council approved Resolution R2023-69 on June 28, 2023, declaring “Normal” water availability conditions and eliminating the Stage 1 designation; and

WHEREAS, the City Council desires to ensure the City’s own outside water use is subject to the same restrictions that residential water users must follow in the City.

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

Section 1. The Aurora City Council resolves and declares that, instead of the City of Aurora Municipal Use provisions contained in the Aurora Water Management Plan, the City will now follow the same turf lawn irrigation requirements that the Residential customers of Aurora Water must follow pursuant to the Plan.

Section 2. The Aurora City Council further resolves and declares that the City will not irrigate the turf lawn in the Great Lawn area adjacent to the Aurora Municipal Center for the remainder of the calendar year, so as to allow the turf lawn in the Great Lawn area to go dormant.

Section 3. This Resolution shall take effect immediately without reconsideration.

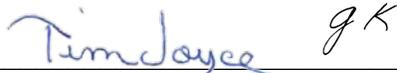
RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

 *gk*  
\_\_\_\_\_  
TIM JOYCE, Assistant City Attorney

RESOLUTION NO. R2023- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT FOR THE CITY TO FOLLOW THE SAME DAY AND TIME RESIDENTIAL TURF LAWN IRRIGATION RESTRICTIONS THAT CITY RESIDENTIAL WATER CUSTOMERS MUST FOLLOW

WHEREAS, the City of Aurora, Colorado (“City”) has a water management plan, known as the Aurora Water Management Plan, (“Plan”) that provides a framework for the City’s water use to meet long-term sustainability, especially in the event of drought or other water emergencies; and

WHEREAS, pursuant to the Plan, under non-drought water availability conditions, residential irrigation of existing turf lawns is not to exceed three days per week with no watering permitted between 10:00 a.m. and 6:00 p.m. from May 1 to September 30; and

WHEREAS, since 2020, the snowpack has been well below the respective annualized average leading to the Water Policy Committee supporting a resolution for City Council to declare “Stage 1” water availability conditions existed effective May 1, 2023; and

WHEREAS, on February 13, 2023, pursuant to Resolution R2023-14, the Aurora City Council resolved and declared a “Stage 1” water availability condition existed within the City effective as of May 1, 2023; and

WHEREAS, pursuant to the Aurora Water Management Plan, when a Stage 1 water availability condition exists, residential irrigation of existing lawns is not to exceed two days per week, based on the home address, with no watering permitted between 10:00 a.m. and 6:00 p.m. from May 1 to September 30; and

WHEREAS, in recognition that the City’s reservoirs are recovering due to ongoing wet weather conditions and the City’s reservoirs are currently at 84% of capacity City Council approved Resolution R2023-69 on June 28, 2023, declaring “Normal” water availability conditions and eliminating the Stage 1 designation; and

WHEREAS, the City Council desires to ensure the City’s own outside water use is subject to the same restrictions that residential water users must follow in the City.

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

Section 1. The Aurora City Council resolves and declares that, instead of the City of Aurora Municipal Use provisions contained in the Aurora Water Management Plan, the City will now follow the same turf lawn irrigation requirements that the Residential customers of Aurora Water must follow pursuant to the Plan.

Section 2. This Resolution shall take effect immediately without reconsideration.

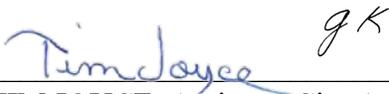
RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
TIM JOYCE, Assistant City Attorney



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Resolution for Economic Development Plan 2023
<b>Item Initiator:</b> Mike Coffman, Mayor
<b>Staff Source/Legal Source:</b> Rachel Allen, Client Group Manager, City Attorney
<b>Outside Speaker:</b> None
<b>Council Goal:</b> Select a Council Goal

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/31/2023

**2nd Regular Meeting (if applicable):** 8/14/2023

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

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
SUPPORTING THE APPROPRIATION OF GENERAL FUND REVENUES TO DEVELOP AN  
ECONOMIC DEVELOPMENT PLAN**

**Sponsor: Mike Coffman, Mayor**

**Rachel Allen, Client Group Manager, City Attorney**

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

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**Policy Committee Date:** N/A

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

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

---

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

This item has been requested by Mayor Coffman.

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

A resolution of the City Council of the City of Aurora, Colorado supporting the appropriation of general fund revenues to develop an economic development plan.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

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**QUESTIONS FOR COUNCIL**

Does Council wish to approve this item?

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**LEGAL COMMENTS**

The city council finds and declares that: (a) The health, safety, and welfare of the people of the city are dependent upon the attraction of new private enterprise as well as the expansion and redevelopment of existing private enterprise; (b) Incentives are often necessary in order to attract new private enterprise and to encourage existing private enterprises to redevelop or expand; (c) Providing incentives will stimulate economic development in the city and will result in the creation and maintenance of new jobs, services, and products; and (d) The public purpose to be served by providing incentives to attract new private enterprise and to expand or redevelop existing private enterprise outweighs any individual interests incidentally served thereby. (City Code Section 2-631). (Allen)

RESOLUTION NO. R2023- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, SUPPORTING THE APPROPRIATION OF GENERAL FUND REVENUES TO DEVELOP AN ECONOMIC DEVELOPMENT PLAN

WHEREAS, Aurora is the 3<sup>rd</sup> largest city within the State of Colorado and is the 51<sup>st</sup> largest city in the United States; and

WHEREAS, Aurora has a vast reserve of land to support responsible economic growth with an associated need to strengthen the city's jobs-housing balance; and

WHEREAS, Aurora is well known for its aerospace, bioscience, healthcare, energy, transportation and logistics industry clusters and continues to strive to strengthen and diversify its job base; and

WHEREAS, Aurora has a rich cultural community with strong coalitions of local entrepreneurs; and

WHEREAS, Aurora strives to promote the economic well-being and quality of life for its community by creating, retaining and expanding jobs that facilitate growth by enhancing wealth and by providing a stable tax base; and

WHEREAS, Aurora recognizes that when the city succeeds and is known as a destination, our businesses create high-quality jobs and develop vibrant communities, our workforce is employed, our residents enjoy an excellent quality of life and our community is a place where people want to live, work and visit; and

WHEREAS, Aurora has an array of city economic development partners, including but not limited to the Aurora Economic Development Council (AEDC), Small Business Development Center (SBDC), the Chamber of Commerce, Visit Aurora, and the Fitzsimmons Innovation Community (FIC) who should all be working in one direction to attract and retain businesses and to drive economic prosperity; and

WHEREAS, a coordinated plan is necessary to provide clear policy direction with defined roles and responsibilities, aligned around shared priorities, targeted resources, and desired outcomes; and

WHEREAS, an economic plan will strengthen the success of the City by creating long-term economic vitality that capitalizes on existing assets and local strengths and defines a roadmap that will diversify and strengthen the city's economic base.

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

Section 1. The Aurora City Council resolves to appropriate General Fund revenues to develop an Economic Development Plan.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

RACHEL ALLEN, Client Group Manager



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Unified Development Ordinance (UDO) Amendment– Relating To Turf Usage
<b>Item Initiator:</b> Brandon Cammarata, Planning Manager
<b>Staff Source/Legal Source:</b> Kelly Bish, Senior Planner, Planning and Development Services / Rachel Allen, Client Services Manager, City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/17/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** 7/31/2023

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

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

A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 146 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, AS IT RELATES TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES  
 Sponsor Name: Françoise Bergan, Council Member  
 Kelly Bish, Senior Planner, Planning and Development Services / Rachel Allen, Client Services Manager, City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Planning & Economic Development

**Policy Committee Date:** 6/14/2023

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

In September 2022, the City of Aurora adopted an ordinance to amend City Code Chapter 138 to limit turf and ornamental water features (ord. 2022-46). Portions of this ordinance impacted the landscape requirements in the Unified Development Ordinance (UDO) (City Code Chapter 146, aka the zoning code). Planning Commission held a public hearing on this proposed UDO ordinance on July 12, 2023.

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

This proposed Unified Development Ordinance (UDO) amendment is regarding the limitation on turf usage. The proposed ordinance mirrors recent amendments to City Code Chapter 138 approved in Ordinance 2022-46, limiting the use of turf and ornamental water features to support water conservation efforts. This proposed ordinance makes applicable items in the UDO Landscape requirements consistent with Ordinance 2022-46.

The proposed UDO amendments address the limitation of turf on residential lots, medians in streets, along the curb, and buffer areas.

The code amendment also updates some terminology to be consistent across the code. These proposed amendments mirror previously adopted changes and do not introduce additional changes.

This proposal came before the Planning and Economic Development (PED), City Council Subcommittee on June 14, 2023, and was recommended to advance. Staff has not received comments or concerns regarding this proposal.

Aurora Places, the comprehensive plan supports the development of water conservation policy, including water-wise landscaping approaches (ref. Aurora Places, Chapter 5 Infrastructure and Service Planning, Chapter 6 Goals – A Thriving Environment). This ordinance is sponsored by Councilperson Bergan. Staff recommends approval of the UDO Text Amendment.

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**FISCAL IMPACT**

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

N/A

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Does the council wish to approve unified development code amendments relating to turf usage?

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**LEGAL COMMENTS**

An application for an amendment to the text of this UDO or a legislative rezoning of a large area shall only be recommended if the Planning Director and the Planning and Zoning Commission find that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met. i. The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and a. The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the city; or b. The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or c. The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. (City Code § 146-5.4.1.C.3.B) (Money)

**PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING  
MINUTES**

**Date:** June 14, 2023

**Time:** 8:30 am

Members Present Chair: Council Member Francoise Bergan, Council Member Angela Lawson

Others Present Adrian Botham, Alicia Montoya, Andrea Amonick, Andrea Barnes, Becky Hogan, Bob Gaiser, Brad Pierce, Brian Rulla, Bruce Dalton, Cathy DeWolf, Crystal Vigil, Daniel Brotzman, Daniel Money, Darcy Dodd, David Schoonmaker, Gregg Johnson, Ian Best, Jacob Cox, Jason Batchelor, Jeffrey Moore, Jennifer Orozco, Jessica Prosser, Julie Patterson, Kelly Bish, Laura Perry, Laurie Womer, Marcia McGilley, Marisa Noble, Mark Smith, Michelle Gardner, Mindy Parnes, Morgan Cullen, Rachel Allen, Robert Oliva, Scott Berg, Stephen E Rodriguez, Steve Timms, Steven Durian, Sunny Banka, Timothy York, Tod Kuntzelman, Tom Oldenburg, Yuriy Gorlov

**1. CALL TO ORDER**

**2. APPROVAL OF May 10, 2023, DRAFT MINUTES–COUNCIL MEMBER BERGAN**

**2.a.** The minutes were approved.

**3. GENERAL BUSINESS**

**3.a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT– RELATING TO TURF AND ORNAMENTAL WATER FEATURES**

*Summary of Issue and Discussion:*

Kelly Bish, Senior Planner II and landscape architect in the Planning Department, presented the proposed amendments to the Unified Development Ordinance (UDO) which aim to align it with the Non-functional Turf and Ornamental Water Features Ordinance, passed in 2022. K. Bish explained the reasons for the amendment, including addressing the inconsistencies between the UDO and the turf ordinance. The changes proposed included limiting the use of turf to the rear lots of residential homes, eliminating the use of turf in curbside landscape areas within medians and buffer zones around developments, refining terminology used in plant species references, and clarifying front yard landscape requirements.

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K. Bish further elaborated that projects submitted before the Non-Functional Turf Ordinance came into effect on October 1st, 2022, are grandfathered under the UDO provisions and any master plans that were applicable at the time. Thus, these projects may still have sod in front yards or curbside areas. K. Bish raised a question of whether the Committee supported moving these proposed changes through the planning process, which would necessitate the Planning Commission's recommendation before final consideration by the City Council. K. Bish also mentioned that Tim York from the Water Conservation Division was available for any questions regarding the turf ordinance.

- CM Lawson expressed her support for the proposed amendments to align the UDO with the Non-functional Turf and Ornamental Water Features Ordinance. She asked if there were plans to review other city ordinances for alignment with the UDO. J Batchelor responded by stating that they are in the process of going through the entire UDO. The Planning Department is collaborating with other departments to perform an overall assessment of the UDO, and the review will be done in phases or "trunks". The aim of this effort is to fine-tune the UDO based on staff observations or input from the community and the city was undertaking the review and it would be divided into three segments. CM Lawson gave her approval for moving the amendment forward.
- CM Bergan mentioned that she was trying to expedite the UDO amendment process, aiming to bypass Study Session and directly move it to a July council meeting. She brought up a case involving a constituent who wanted a water-wise landscape instead of turf. However, the developer insisted on installing turf, citing adherence to the old code. CM Bergan wondered about situations where construction on homes might not start until a year after the plan's submission, in which the old code would still apply. T. York stated he is still working with the residents and the builder to find a resolution. He explained that while the city doesn't mandate the installation of turf in order to obtain a Certificate of Occupancy, it cannot force the builder to follow the customer's preference if the builder is grandfathered in under the old code. T. York said he offered solutions to the builder, including the option to compensate them if they chose to comply voluntarily with the new ordinance. He acknowledged the challenges in communication and education regarding the effective dates and application of new ordinances.
- CM Bergan expressed her concern about the difficulty of communicating this to metro districts and new residents. Mr. York agreed, pointing out that it is always challenging to communicate changes when a new ordinance is introduced or when existing rules are altered. CM Lawson gave her approval for moving the amendment forward.

**Outcome:**

CM Bergan and CM Lawson approved this item to move forward to Planning Commission.

**Follow-up Action:**

Staff will add this item to the July 12<sup>th</sup> Planning Commission Meeting.

**4. MISCELLANEOUS MATTERS FOR CONSIDERATION**

**4. a. Aurora Economic Development Council**

- Yuri Gorlov  
NO REPORT

**4.b. Havana Business Improvement District**

- Chance Horiuchi  
NO REPORT

**4.c. Aurora Chamber of Commerce**

- Kevin Hougen:  
NO REPORT

**4.d. Planning Commission**

- Becky Hogan  
NO REPORT

**4.e. Oil and Gas Committee**

- Brad Pierce:  
NO REPORT

**4.f. Business Advisory Board**

- Garrett Walls  
NO REPORT

**4.g. Retail**

**Summary of Issue and Discussion:**

Bob Oliva reported on their recent visit to ICSC, where he, CM Bergan, and J. Batchelor attended 35 meetings and secured three new major projects, the details of which will be shared when they become more concrete. B. Oliva then provided an update on small business growth since February, with 1,274 new businesses opening and hiring about 1,300 employees. He reminded the council that approximately one third of new businesses are sole proprietorships. Since September, there have been 3,600 new businesses launched with an estimated 4,417

## Draft – Subject to Approval

employees. B. Oliva mentioned that a more detailed update on their ICSC visit would be given in a future PED.

- B. Oliva invited Council Members to share their experiences at ICSC and addressed CM Bergan's question about the ratio of new businesses to businesses that have closed. B. Oliva explained that the city has struggled to track closed businesses due to inconsistent license renewals.
- CM Lawson's inquired about the locations of the new businesses. B. Oliva mentioned they could potentially use business addresses to determine their wards, though the data is not currently formatted in that way. Tom Oldenburg added that sorting by zip code would be an easier method. He also noted that some of the "new" businesses were just existing businesses that had changed names or owners.
- CM Lawson showed interest in seeing a breakdown of businesses by ward, suggesting it could reveal gaps or trends. Both B. Oliva and T. Oldenburg acknowledged the limitations of their data, explaining that they could only track new employees, not those who were lost.
- CM Bergan suggested might have more detailed data on Chamber of Commerce business openings and closures. Oliva affirmed that they do work closely with the Chamber and could potentially obtain this data from them. CM Bergan also inquired about the new Executive Director of the Chamber, to which Andrea Amonick responded that a selection has not yet been made.
- CM Bergan shared her experience at ICSC, describing it as very productive and busy with constant meetings. She found the conversations with brokers enlightening and affirmed a positive perspective of Aurora. CM Bergan appreciated the booth's placement, the walk-in traffic, and the networking opportunities that occurred during the event's evening activities. B. Oliva agreed with CM Bergan's sentiments, noting the conference's vast size yet familiar feel due to the small industry where everyone seems to know each other.
- CM Bergan praised Cesarina, whose presence at the conference was helpful for addressing detailed planning inquiries. She found Cesarina's ability to answer specific project-related questions invaluable. B. Oliva echoed CM Bergan's praise for Cesarina, acknowledging her fantastic performance at the conference for the second year.
- A. Amonick emphasized the importance of the Office of Development Assistance (ODA) and their role in handling ongoing issues at ICSC. She shared that they make sure developers feel secure with the city of Aurora and have the information they need.

## Draft – Subject to Approval

- CM Bergan acknowledged the effectiveness of having tools like iPads and TVs at the ICSC, as they helped show interested parties various developments in Aurora, which could lead to new opportunities.
- B. Oliva reinforced the value of having someone from the ODA, specifically Cesarina, at ICSC meetings. When someone raises a complaint about a process they aren't directly involved in, Cesarina can quickly look up the actual status of the situation, thus shifting the dynamics of the meeting and reaffirming control. Both B. Oliva and CM Bergan recalled a situation where they could help a businessman with an issue regarding homelessness in his area. This act underscored the ICSC meetings' importance in addressing specific needs, facilitating further investment in Aurora.
- CM Bergan congratulated the team for a successful ICSC meeting, and Oliva expressed gratitude for the opportunity to discuss their experiences, noting that a more detailed update would be given in a future PED.

**4.h. Small Business**

- Marcia McGilley  
NO REPORT

- Marcia McGilley informed the Committee that she'd be giving a presentation at the next meeting about the 16th Annual Small Business Veterans Conference. This conference, sponsored by the City of Aurora and AURA, is scheduled to take place on September 18th, with an opening reception for VIPs the night before.

**4.i. Visit Aurora**

- Bruce Dalton  
NO REPORT

- CM Bergan inquired when the ICSC follow-up presentation would take place, to which A. Amonick replied that they were targeting August after having recently held a debriefing. CM Bergan also expressed a desire to have an update from the Denver Airport. She suggested reaching out to Rachel Gruber, who recently gave a presentation to the Denver City Council. CM Bergan specifically wanted an update on Plan 100 and its potential impact on Aurora from an economic development perspective. J. Batchelor interjected that Gruber had made a presentation at a TAPS meeting and they were trying to organize a briefing for the whole Council at a Study Session.
- CM Bergan emphasized that her interest was more on the economic development aspect than transportation, prompting J. Batchelor to say he would relay the request. CM Bergan suggested that even if it isn't directly presented to

Draft – Subject to Approval

them, they would like to know how they're planning for the Denver Airport expansion and how they can capitalize on it for the city.

- CM Bergan asked for updates on new developments throughout the city in future meetings, emphasizing the importance of keeping the Committee briefed on developments related to retail, commercial, or housing. A. Amonick acknowledged these requests and agreed to work on them.

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**5. CONFIRM NEXT MEETING DATE**

Scheduled for July 12, 2023, at 8:30 AM MT.

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**6. ADJOURNMENT**

APPROVED: \_\_\_\_\_  
Francoise Bergan, Committee Chair

EFFECTIVE DATE: 10/15/2022

ORDINANCE NO. 2022- 46

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 thirty-nine (39) 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.

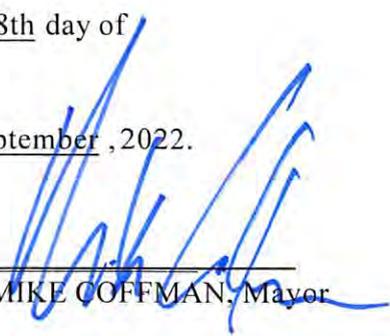
Section 3. Penalty. City employees violating the terms, directives, or mandates of this Code are not subject to the general penalty provisions contained in Section 1-13 of this City Code.

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 8th day of August, 2022.

PASSED AND ORDERED PUBLISHED this 12th day of September, 2022.

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

ATTEST:

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



APPROVED AS TO FORM:

Ian J Best RLA  
\_\_\_\_\_  
Ian Best, Assistant City Attorney

ORDINANCE NO. 2023- \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 146 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, AS IT RELATES TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

WHEREAS, the City's Unified Development Ordinance lists development and zoning standards for City development, which include general landscaping standards and plant and turf requirements; and

WHEREAS, in 2022, the City Council passed Ordinance No. 2022-46 pertaining to new regulation of turf, ornamental water features, and non-functional turf material; and

WHEREAS, UDO Sec. 146-4.7 Landscape Water Conservation Storm Water Management conflicts with Ordinance No. 2022-46 and needs updating to comply with the Ordinance; and

WHEREAS, City Council finds these amendments necessary for the City's health, safety and welfare of the City to authorize the current requirements within Section 146-4.7 be amended to comply with Ordinance 2022-46.

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

Section 1. That Section 146-4.7.3.B. of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

4.7.3. General Landscaping Standards

B. Plant Material Requirements.

12. *Turf Regulations.* The design of all new turf areas shall comply with the following requirements.

a. *Turf Area Limitations.*

i. *Turf Area Limitations for Each Lot Containing Single-Family Detached, Two-Family and Single-Family Attached Duplex Homes.* Turf requirements for such areas shall be subject to all the requirements listed in Table 4.7-3, Residential Yard Landscape Requirements and **Section 138-191 of the City of Aurora Code.**

ii. *Turf Area Limitations for All Other Development Areas Except Playfields and Golf Courses.* In all other development sites except playfields ~~and areas as defined by Section 138-191 Use of Turf and Ornamental Water Features of the City of Aurora Code of Ordinances,~~ golf courses, the use of cool-season grass sod, seed and seed mixtures that contain cool-season grass species shall be limited to not more than 33 percent of the site's total landscaped areas. The area consisting of high-water using species of cool-season grasses such as Kentucky Blue Grass shall be contiguous, ~~and patches located throughout the site shall be avoided.~~ For the purposes of these standards "contiguous" shall mean all abutting areas and areas that may be separated by a pedestrian walk or trail. Areas separated by pavement used for vehicular circulation are not considered contiguous.

b. *Cool Season Grass.*

i. *High Water Usage Cool Season Grasses.* A cool season grass species shall be considered high water use if it requires **more than 15" of annual irrigation.** ~~one and one half inches of water or more per week to survive.~~

ii. ~~*Exceptions and Exemptions.* Tot lots and recreational areas that benefit from the durability of cool season grasses are exempt from contiguity requirements of this section. All other requirements shall apply.~~

Section 2. That Section 146-4.7.5.C.2. of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

4.7.5. Required Landscaping

C. *Curbside Landscaping*

2. *Detached Walks.*

a. *Minimum Plant Material Quantities.* One tree per 40 linear feet of street frontage plus **shrubs, water wise xeric grass species sod,** native seed, ~~or a combination of shrubs,~~ ornamental grasses, and perennials, as required by this Section [146-4.7.5.C.](#)

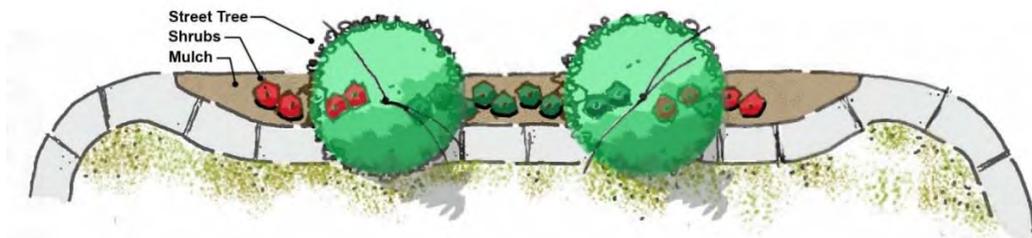


Figure 4.7-3: Substitute for **Non-Xeric, Cool Season Grass Sod** in Curbside Landscape Area

iii. Curbside landscape areas that are between **eight** and 10 feet in width shall be planted with shrubs at a minimum. Ornamental grasses **as well as** ~~are optional~~ water conserving (xeric) seed and/or ~~seed~~ grass species ~~varieties~~ may be provided in between shrub and ornamental grass beds. ~~See Landscape Reference for a list of optional water conserving native seed and sod varieties.~~

iv. Curbside landscape areas that are 10 feet in width or wider may be planted entirely with either a water conserving (xeric) ~~or cool-season~~ grass **species** or native seed. A combination of shrubs and ornamental grass beds may be incorporated within the curbside landscape area **meeting the minimum quantity requirements as defined by this section.**



Figure 4.7-4: Curbside Landscape Native Seed Application

c. *Use of Living and Non-Living Materials.* The following standards apply to sites with detached sidewalks.

i. In addition to the required street trees, curbside landscaping within the right-of-way may consist of both living and non-living landscape materials.

ii. Living materials shall include Water-wise deciduous or evergreen shrubs, ornamental grasses, perennials, ground covers, **water-wise xeric grass species** ~~sod~~, and/or native seed consistent with Section 146-4.7.5.C.2.a.ii.



Figure 4.7-8: Examples of Detached Sidewalk Curbside Landscapes

Section 3. That Section 146-4.7.5.M.1. of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

4.7.5 Required Landscaping

*M. Detention and Water Quality Ponds*

1. *General.* Detention and water quality ponds shall be integrated physically, functionally and aesthetically into the total landscape design. Standing water shall be avoided to the maximum extent practicable, unless part of an **existing** recirculating water feature or located in wetland vegetated areas.

Section 4. That Section 146-4.7.5.O. of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

4.7.5 Required Landscaping

*O. Medians.*

All medians in the public street rights-of-way that are to be maintained by the Parks, Recreation and Open Space Department (PROS) shall be landscaped in accordance with the PROS Dedication and Development Criteria Manual. A copy of the manual is available on the City's website. The applicant shall prepare median design and construction drawings for submission to PROS for review and approval independent of the required site plan submittal to the Planning and Development Services Department. A separate review fee is collected by PROS at time of submission. Coordinate with PROS on specific submittal requirements.

Trees: One deciduous canopy/shade tree (two and one-half inches) or ornamental tree (two inches) every 35 feet on average. At least half of the trees shall be canopy or shade trees. Evergreen trees are not permitted within medians unless a narrow species is selected and preapproved by Planning staff. Ornamental trees may be grouped closer together to achieve a specific aesthetic look.

Shrubs: Shrubs shall be provided at a ratio of six shrubs per 36 linear feet of median. Shrub installation size shall be five-gallon containers.

Ornamental Grasses: Ornamental grasses may be provided but may not count for more than 30 percent of the total shrub quantity. Ornamental grass installation shall be five-gallon containers.

~~Sod/~~ **Water-Wise Xeric Grass Species**/Native Seed: ~~The installation of sod is discouraged.~~ Native seed may be provided in combination with shrubs, ornamental grasses, **water-wise xeric grass species** and trees at a ratio of six shrubs per 36 linear feet of median. The shrub quantity is calculated first and the remainder of the median may be native seed. Ornamental grasses may not count for more than 30 percent of the total shrub quantity.

**Irrigation: Permanent irrigation is required for all plants except native seed mixes and Z-zone plant species. Overhead irrigation utilizing spray, rotor or rotary heads is prohibited as defined by Section 138-191. Above ground temporary overhead irrigation may be permitted for a three-year establishment period and permission is determined by the size and spatial layout of the landscape design. All landscaping requires irrigation. Temporary irrigation may be provided for the native seed, but all shrubs, trees and ornamental grasses must remain on a permanent irrigation system tied to a domestic water system, i.e. a tap. An isolation valve may be provided to turn off the irrigation to the native seed areas once established.** Native seed is established when no more than 10 percent of the native seed consists of nonnative species or weeds. In addition, no bare areas shall be larger than 12 inches by 12 inches.

Section 5. That Section 146-4.7.5.P. of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

#### 4.7.5 Required Landscaping

##### *P. Residential Yard Landscape.*

1. *General.* Before the issuance of a permanent certificate of occupancy, the developers of all new single-family detached, ~~single-family attached~~, and two family (duplex) residential developments shall provide front and side yards of corner lots visible from public view with landscaping on each lot meeting ~~either the Water-wise or turf~~ landscape options as described below.

2. *Irrigation.* Landscaping for front, side and corner lots shall include automatic irrigation. Side yard landscaping and irrigation shall also be installed where the side yard faces a public right-of-way or public space in accordance with the City’s irrigation ordinance.

3. ~~*Water wise and Turf Options.* For calculations of allowed turf, curbside landscapes are considered part of the front yard.~~

Section 6. That Section 146-4.7.5.P. Residential Yard Landscape, Table 4.7-3 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Table 4.7-3 Residential Yard Landscape Requirements Front, side, and rear yard landscaping requirements for single-family detached and two-family (duplex) dwellings		
Front yards for lots of 4,500 square feet or larger Areas located in front of the house elevation not including the streetscape area between the sidewalk and street curbs. Side and rear yards visible to the public shall comply with front yard standards.		
A	Turf {1}	<del>Water wise option: 0% turf.</del> Turf option: <b>Shall not exceed the lessor of 45%. Min. = 400 sq. ft. or 500 sq. ft. Max. 40% or 1,000 sq. ft., whichever is less; must be contiguous. Refer to Note 1 below.</b>
B	Trees {1} {2}	1 shade tree (≥ 2.5 in. caliper) <del>and either or</del> 1 ornamental tree (≥ 2 in caliper) or 1 evergreen tree (≥ 6 ft. tall). <b>Refer to 146-4.7.5. P. 6.c. and 6.d.</b>
C	Shrubs	Min # of shrubs = front yard landscaped area in sq. ft. x 0.025. Artificial turf is permitted after the shrub count is met. <del>At least</del> 30% of shrub count can be ornamental grasses or perennials. When 9 or more shrubs are required, at least 3 plant species must be included to provide seasonal/visual interest

Table 4.7-3

Residential Yard Landscape Requirements

Front, side, and rear yard landscaping requirements for single-family detached and two-family (duplex) dwellings

Front yards for lots of 4,500 square feet or larger

Areas located in front of the house elevation not including the streetscape area between the sidewalk and street curbs.

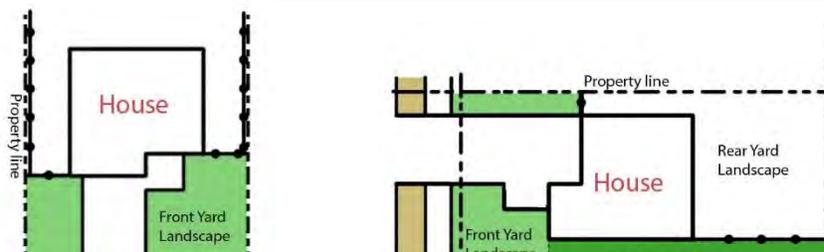
Side and rear yards visible to the public shall comply with front yard standards.

D	Rock and Inorganic Mulches	If the water wise option is used, <b>Mulch is required and may be organic or inorganic. If all inorganic mulch is proposed, two different types, and sizes are required.</b> Up to 50% of the areas may be inorganic rock mulch. <b>White rock, red lava rock and rubber mulches are not permitted. When rock mulch is used and abuts a hard surface (concrete, curb, pavers, sidewalk) it must be a minimum size of ½" screened.</b>
E	Pavers	If the xeric or non-turf option is used, <b>Up to 25%</b> of landscape area can be provided as pavers such as brick and natural stone
F	Features	When the water wise option is used, <b>One of the following shall be incorporated in the front yard:</b> a. Wall 1-2.5 ft. high made of decorative stone, stucco, or CMU b. Fence c. Earth berm ≤ 2.5 ft. tall with slopes not to exceed 1:4 rise:run d. Natural boulders ≥ 2 ft. x 2 ft. x 2 ft.
G	Side Yards	Side yards with no public view: No plant material required; mulch required Side yards with public view: Front yard standards apply + 1 tree per 25 linear feet
H	Rear Yards	Rear yards with no public view: <b>No standards; May have the lessor of &lt; 45% turf or 500sf.</b> Rear yards with public view: Front yard standards apply

Note:

**{1} New turf installations are limited to the rear lots of residential homes and the front yards of alley loaded residential homes and shall not exceed the lessor of 45% or five hundred 500 square feet of the front or back yard areas.**

**{2}** This requirement may not be applicable based upon lot size and a reduction or exemption may be approved by the Planning Director based on lot and site constraints and other landscaping, screening, and buffering provided for the development.



Section 7. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 9. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

*Daniel L Money* <sup>RLA</sup>  

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DANIEL L. MONEY, Senior Assistant City Attorney



**Planning and Zoning Commission  
DRAFT MINUTES  
July 12, 2023**

**Commissioners Present**

**Garrett Walls  
Becky Hogan  
Sondra Banka  
Gayle Jetchick  
Melvin Bush**

**Commissioners Absent**

**Robert Gaiser  
Garrett Ahern**

- 1. Study Session – 5:00 p.m. –No Study Session Scheduled**
- 2. Regular Meeting – Call to Order 6:10 p.m.**
- 3. Roll Call**

**4. Pledge of Allegiance**

Not Conducted Due to Virtual Meeting

**5. Approval of the Planning Commission Minutes**

**5.a. June 28, 2023, Draft Minutes**

A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER BANKA

TO APPROVE THE MINUTES AS SUBMITTED.

MINUTES WERE APPROVED UNANIMOUSLY.

**6. Adoption of Agenda**

A MOTION WAS MADE BY CHAIRMAN WALLS TO AMEND THE AGENDA TO CONTINUE ITEM 7c TO THE NEXT REGULARLY SCHEDULED MEETING OF THE PLANNING AND ZONING COMMISSION AND SECONDED BY COMMISSIONER HOGAN

MOTION PASSED UNANIMOUSLY

A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER JETCHICK.

MOVE TO APPROVE THE AMENDED DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 7a-b WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

MOTION PASSED UNANIMOUSLY.



**Planning and Zoning Commission  
DRAFT MINUTES  
July 12, 2023**

**7. General Business**

**7a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE TURF USAGE**

The proposed Unified Development Ordinance (UDO) amendment is regarding the limitation on turf usage. The proposed ordinance mirrors recent amendments to City Code Chapter 138 approved in Ordinance 2022-46, limiting the use of turf and ornamental water features to support water conservation efforts. This proposed ordinance amendment will correct the inconsistencies regarding turf usage that currently exist between the UDO and Ordinance 2022-46.

The proposed UDO amendments address the limitation of turf within residential lots, medians, within curbside landscapes aka tree lawns, and street frontage buffer areas. The code amendment also updates some terminology to be consistent across the code. These proposed amendments mirror the previously adopted Water Wise and Ornamental Water Features Ordinance and do not introduce additional changes.

This proposal came before the Planning and Economic Development Committee (PED), City Council Subcommittee on June 14, 2023, and was recommended to advance. Staff has not received comments or concerns regarding this proposal.

Aurora Places, the comprehensive plan, supports the development of water conservation policies, including water-wise landscaping approaches (ref. Aurora Places, Chapter 5 Infrastructure and Service Planning, Chapter 6 Goals – A Thriving Environment). This ordinance is sponsored by Councilperson Bergan. Staff recommends approval of the UDO Text Amendment.

A legal notice appeared in the Aurora Sentinel on June 29, 2023.

**Testimony Given at the Hearing:**

Kelly Bish, Case Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Hogan commented that during Planning and Economic Development Committee, Councilman Bergan asked if the text amendment applies to city facilities and staff responded that it does. Commissioner Hogan requested that staff confirm if this is the case. Ms. Bish confirmed that this was correct.

Commissioner Hogan asked staff if there are plans to remove grasses locations such as city parks or the great lawn.

Ms. Bish responded that it is her understanding that the Parks Department is currently working with Aurora Water on several of their parks to retrofit and remove areas considered to be aesthetic. Ms. Bish noted that, to her knowledge, sod has been removed from one or two parks, and instead water conserving xeric native seed mixture has been installed. Ms. Bish indicated that the Parks Department is working with the Water-Conserving Conservation Division. Ms. Bish further commented on work conducted on the ground of the Aurora Municipal Center to install more xeric plant



**Planning and Zoning Commission  
DRAFT MINUTES  
July 12, 2023**

species and water-conserving soil mixture. Ms. Bish commented that the Great Lawn would likely remain sod due to the events that occur on the lawn.

Commissioner Hogan asked about landscape plans for city ballparks.

Ms. Bish deferred to the Parks Department. Ms. Bish commented that the Parks Department has gone through some areas of their parks to be more water conserving.

**Planning Commission Results**

**AGENDA ITEM 7a – UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENT  
PERTAINING TO TURF USAGE**

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO INCLUDE ADDITIONAL WATER-WISE LIMITATION ON TURF WITH DEVELOPMENT, BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF SECTION 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. WATER CONSERVATION AND WATER-WISE PRACTICES AND POLICIES ARE SUPPORTED THROUGHOUT AURORA PLACES, (REF. CHAPTER 5 INFRASTRUCTURE AND SERVICE PLANNING, CHAPTER 6 GOALS – A THRIVING ENVIRONMENT) AND THE PROPOSED TEXT AMENDMENTS SUPPORT THOSE ELEMENTS OF AURORA PLACES.
2. THE TEXT AMENDMENT IS NEEDED TO ESTABLISH CONSISTENT DEVELOPMENT STANDARDS WITH THE RECENT WATER CONSERVATION POLICY ADOPTED BY THE CITY OF AURORA.

**Further Discussion:**

No further discussion occurred.

MOTION PASSED UNANIMOUSLY



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Amending Sections 138-61, 138-63, 138-66, and 138-67 of the City Code Pertaining to the Citizens Water Advisory Committee and Renaming it the Citizens Water Advisory Commission (Ordinance)
<b>Item Initiator:</b> Greg Baker, Manager of Water Public Relations
<b>Staff Source/Legal Source:</b> Greg Baker, Manager of Water Public Relations, Aurora Water / Ian Best, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

### COUNCIL MEETING DATES:

**Study Session:** 7/10/2023

**Regular Meeting:** 7/17/2023

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

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

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

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 138-61, 138-62, 138-63, 138 66 AND 138-67 OF THE CITY CODE PERTAINING TO THE CITIZENS WATER ADVISORY COMMITTEE AND RENAMING IT THE CITIZENS WATER ADVISORY COMMISSION  
Greg Baker, Manager of Water Public Relations, Aurora Water / Ian Best, Assistant City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

Minutes Attached

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

On January 10, 2023, the Citizens Water Advisory Committee supported a proposal for the restructure of the committee's structure through a new ordinance that would replace the current ordinance SEC. 138-61 through 68.

On January 18, 2023 the Water Policy Committee supported the proposal for the restructure of the Citizens Water Advisory Committee structure through a new ordinance that would replace the current ordinance SEC. 138-61 through 68.

On April 19, 2023 an update was given to the Water Policy Committee regarding the progress of the Citizens Water Advisory Committee restructuring ordinance.

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

Discussions with City Council members and the Mayor have highlighted the desire to utilize a citizens' advisory committee to provide a path for reconsideration following items:

- Proposals for water supply projects or acquisitions that have been declined following the Aurora Water staff review process.
- Large water use projects that could potentially provide substantial economic value though they may exceed certain established thresholds and have been declined following the Aurora Water staff review process.

The committee will report findings on any of the above directly to the Water Policy Committee. Based on these expanded duties and functions, additional qualifications may be required for committee membership. These changes require a new ordinance that will **replace the current ordinance creating the Citizens' Water Advisory Committee** (Sec. 138-61 through 68). By replacing the original ordinance, the commission would be populated through the appointment of the current members to the new commission. Members would retain their current term status.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

N/A

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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## QUESTIONS FOR COUNCIL

Does City Council support moving the APPROVAL OF AN ORDINANCE amending sections 138-61, 138-63, 138-66, and 138-67 of the city code pertaining to the Citizens Water Advisory Committee and renaming it the Citizens Water Advisory Commission forward to the July 17, 2023 Council meeting?

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## LEGAL COMMENTS

Unless otherwise provided by this Charter, all boards and commissions shall be appointed by the council, shall be advisory in character, shall serve without compensation but shall be paid their necessary expenses actually incurred in the discharge of their official duties, and shall have such powers and perform such duties as are provided by this Charter or by ordinance. (City Charter Section 9-1). 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. (City Charter Section 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 Section 138-28). (Best).**



# CITY OF AURORA

## Late Submission Approval for Agenda Item

<b>Item Title:</b> Ordinance to Reformulate the Citizens Water Advisory Committee
<b>Item Initiator:</b> Casey Rossman
<b>Staff Source/Legal Source:</b> Greg Baker, Deputy Director of Water Internal and External Relations / Ian Best, Asst City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 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:** 7/10/2023  
**Regular Meeting:** 7/17/2023

**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 is to reformulate the CWAC group and rename to the Citizens Water Advisory Commission.

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.

Casey Rossman  
Agenda Item Initiator Name

Marshall Brown  
Late Submission Approver Name

Casey Rossman                      6/26/2023  
Agenda Item Initiator Signature                      Date

\_\_\_\_\_  
Late Submission Approver Signature                      Date

ORDINANCE NO. 2023- \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 138-61, 138-62, 138-63, 138-66 AND 138-67 OF THE CITY CODE PERTAINING TO THE CITIZENS WATER ADVISORY COMMITTEE AND RENAMING IT THE CITIZENS WATER ADVISORY COMMISSION

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise (“Aurora Water”) recognizes the benefits of utilizing a citizens advisory committee to provide a path for reconsideration of certain decisions made by Aurora Water; and

WHEREAS, Aurora Water specifically wishes to provide a forum for the reconsideration of water supply opportunities and large water use projects; and

WHEREAS, although a citizens advisory committee currently exists in the City, certain modifications to existing code are necessary to assist Aurora Water in better utilizing a reformulated, refocused and renamed citizens water advisory commission to consider important issues and provide advisory opinions to City Council.

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

Section 1. That Section 138-61 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 138-61 – ~~Created~~, **Purpose and Duties**

There is created a citizens' water advisory ~~committee~~ **commission to provide suggestions and recommendations to Aurora Water and City Council regarding requests for reconsideration of proposals denied by Aurora Water for: (1) water supply proposals; and/or (2) large water use development proposals. The commission may also for the water department to provide counsel, and give suggestions and recommendations to the water department and city council on all phases of budget, departmental work plans, operational needs, strategic planning, long range capital improvements, and financial planning.** The city council chair for the water **policy** committee shall be an ex-officio member.

Section 2. That Section 138-62 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 138-62 – **Composition and Qualifications**

The commission shall consist of a minimum of seven (7) and a maximum of nine (9) voting members appointed by the city council each of whom have the necessary qualifications to review complex water resources, water law, engineering or water financing issues. Seven (7) members must represent residential ratepayers and will be subject to the residency requirements pursuant to section 2-769 of this Code. Two (2) members will represent commercial ratepayers, which, pursuant to section 2-769 of this Code, need not be residents of the City. No voting members shall hold any paid office or position in the City administration. Individuals holding the position of the General Manager of Aurora Water and the Assistant General Manager Water Supply and Demand shall be non-voting members of the commission. Staff support for the commission shall be provided, dependent upon available resources, by the City Manager or designee. ~~The citizens' water advisory committee shall consist of up to a maximum of nine persons appointed by the city council who have the necessary qualifications to review complex, engineering and water financing issues and who shall be registered electors as defined in the Charter.~~

Section 3. That Section 138-63 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 138-63 – ~~Repealed~~ **Organization and Bylaws.**

**The citizens' advisory water commission shall be organized pursuant to Charter section 9-1. The commission shall adopt rules of procedure and bylaws to be consistent with the commissions' purpose set forth in section 138-61.**

Section 4. That Section 138-66 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 138-66 – **Records.**

The city manager shall provide such records, information, supplies, clerical help and budget data as is requested by the chairperson of the citizens' water advisory ~~committee~~ **commission**, provided that such request shall be reasonable both as to its extent and content so as not to place an undue burden upon the administration of the City. **Administrative staff, clerical, financial and budget support for the commission will be provided by Aurora Water.** ~~Clerical and technical support to the committee will be provided by the water department; financial and budget support will be provided by the finance department. Administrative staff support to the committee will be provided by both the water department and the finance and administrative services departments.~~

Section 5. That Section 138-67 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 138-67 – Reports.

- (a) **The commission shall make at least one (1) annual report to council’s water policy committee. The commission shall make other such reports to the city council as needed.** ~~The citizens' water advisory committee shall make an annual report to the city council in a timeframe consistent with the budget process. The committee shall make such other reports to the city council as may be requested of it from time to time when such requests are by a majority of the city council.~~
- (b) All reports or recommendations made by the citizens' water advisory ~~committee~~ **commission** shall be advisory only to the city council and shall be presented by the chairperson of the ~~committee~~ **commission** and shall consist of a majority report. A minority report may also be submitted by any member.

Section 6. 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 7. 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 8. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

*Ian J Best*

RLA

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IAN BEST, Assistant City Attorney



**To:** Citizens’ Water Advisory Committee

**Through:** Marshall Brown, General Manager, Aurora Water

**From:** Greg Baker, Manager of Public Relation, Aurora Water

**Date:** January 10, 2023

**Subject:** Proposed committee restructure

**Background**

Recent discussion with City Council members and the Mayor have highlighted the desire to utilize a citizens’ advisory committee to provide a path for reconsideration following items:

- Proposals for water supply projects or acquisitions that have been declined following the Aurora Water staff review process.
- Large water use projects that could potentially provide substantial economic value though they may exceed certain established thresholds and have been declined following the Aurora Water staff review process;
- Extra-territorial water use agreements that have been declined following the Aurora Water staff review process; or
- Assess water availability and infrastrure needs for proposed annexations.

The committee would report findings on any of the above directly to the Water Policy Committee. Based on these expanded duties and functions, additional qualifications may be required for committee membership. These changes would be captured through a new ordinance that would replace the current ordinance creating the Citizens’ Water Advisory Committee (Sec. 138-61 through 68). By replacing the original ordinance, the terms for CWAC would terminate, requiring reapplication and appointment to the new committee.

Staff will provide proposed drafts of the ordinance and bylaws for review and discussion.

**History**

Historically, Aurora Water has engaged with two citizens’ advisory committees. The Citizens’ Water Advisory Committee (*previously named the Citizens’ Utility Advisory Committee*), which was created in 2003, and evolved from the Citizens’ Advisory Utilities Budget Committee (1983).

**Action Required and**

Is the committee supportive of the creation of an ordinance create a new committee to address the above functions and roles?

**Attached:**

CWAC ordinance (2003) and bylaws (2014)

**Citizens’ Water Advisory Committee (CWAC) Minutes  
January 10, 2023, 6:00 p.m.  
Aspen Room/Microsoft Teams**

Members Present: Angie Binder – Chair, Dick Eason - Vice Chair, Jay Campbell, Dave Patterson (Teams), Bill Gondrez, Janet Marlow, Daniel Widrich, Dennis Dechant (Teams), Tom Coker (Teams)

Absent: None

Staff Present: Marshall Brown, Sarah Young, Alex Davis, Greg Baker, Fernando Aranda Rory Franklin, Sherry Scaggiari, Rich Ommert, Chris Hill, Samuel Lanternier, Gail Thrasher, Sonya Gonzalez

Visitors Present: None

The meeting was called to order at 6:01 p.m.

**1. Elections – 2023 Chair and Vice-Chair**

Angie Bend was nominated for Chair by Dick Eason. All voted aye.  
Dick Eason nominated for Vice-chair by Angie Bender. All voted aye.

**2. Approval of October 11, 2022, Minutes**

The October 11, 2022, minutes were approved with amendments.

**3. Introductions/Public Invited to be Heard**

None.

**4. New/Old Business**

None

**5. Communications Update**

Greg Baker noted that the Assistant Secretary for the interior was visiting the Binney Water purification facility on Friday, Jan. 13. He also noted that staff would be asking the Water Policy Committee on Jan. 18 to advance a resolution to Study Session declaring Stage I drought, to be effective May 1. Finally, Marshall Brown informed the committee that Jo Ann Giddings has retired from her position as Deputy Director for Water Financial Administration.

**6. Drainage Reviews Overview**

Richard Ommert, Project Engineer gave a presentation highlighted the roles and function of the Aurora Water Drainage team, which recently moved over from the Public Works Department.

**7. Drought Surcharge update**

Fernando Aranda, Rate Analyst, presented on a proposed change to the drought surcharge included in the rate ordinance. This change will exempt indoor use from drought surcharges that are included when a Water Availability Stage I or greater is declared by city council.

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**8. Proposed committee restructure**

Marshall Brown, General Manager for Aurora Water, outlined a proposed change to the Citizen's Water Advisory Committee's structure, adding specific powers that would utilize the committee to act as a point for reconsideration by outside proposers of water supply agreements that have been denied by staff, proposed commercial or industrial developers that would exceed engineering standards for water use, extraterritorial water supply agreements denied by staff and provide advice on projected water needs for new annexation agreements. The committee would provide an advisory report to the Water Policy Committee. These proposed changes would require an amendment to the ordinance that created CWAC, dissolving the current committee and resulting in new appointments for members.

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**9. Review Follow-Up Questions**

None

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**10. Confirm Next Meeting – Tuesday February 14, 2023.**

The next meeting on February 14, 2023 was confirmed.

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**11. Adjourn**

The meeting was adjourned at 7:52p.m.

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Angie Binder, Chair  
Citizens' Water Advisory Committee

Adopted:  
2/14/2203

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**Water Policy Committee (WPC) Meeting**  
January 18, 2023

**Members Present:** Council Member Steve Sundberg Chair, Council Member Alison Coombs Vice Chair, Council Member François Bergan

**Absent:**

**Others Present:** Casey Rossman, Greg Baker, Marshall Brown, Rachel Allen, Fernando Aranda, Ian Best, Dan Brotzman, Steve Cann, Alex Davis, Dick Eason, Steve Fiori, Michelle Gardner, Sonya Gonzalez, Dan Mikesell, John Murphy, Gail Thrasher, Tim York, Sarah Young, Adam Waters, Abba Ahmed, Morgan Hopkins-Crawly, Diana Denwood, Eric Schneider

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**1. Approval of Minutes**

The December 20, 2022, meeting minutes were approved as presented.

**2. Consent Items**

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

Summary of Issue and Discussion: CM Bergan asked how the reservoirs are doing in terms of storage? J. Murphy replied, at the end of December, we are about 55% of storage capacity. CM Sundberg asked, how does that compare to last year? J. Murphy replied, at the end of December of last year, the reservoirs had 10,000 acre feet more of storage than this year. G. Baker added, we can project out to early April when we start to see run-off and we will probably be about 48-49% of storage capacity which is lower than we have been since 2013.

Outcome: The Consent items were supported as presented.

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

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**3. Citizen’s Water Advisory Committee (CWAC) Quarterly Report**

Summary of Issue and Discussion: D. Eason gave an overview of who CWAC is, their purpose and what the Water Policy Committee can expect to hear with their quarterly reports.

Outcome: Informational only.

Follow-Up Action: Informational only.

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**4. Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement**

Summary of Issue and Discussion: A. Ahmed gave a presentation.

CM Bergan asked, if the cloud-seeding only took place until April? A. Ahmed responded, yes, it takes place from November to April and is based on climate, we cannot seed without the right temperature. CM Bergan asked, why Colorado Springs had pulled out of the agreement? A. Davis replied, it had a lot to do with the leadership at Colorado Springs, who were opposed to the program. However, with new leadership, we are hoping they will participate in the program again.

CM Coombs asked, with the escalating costs, if more partners were involved, would that lower the cost for each partner and if we will expect a continued escalation of the cost of actual materials for this project? A. Ahmed responded, yes, the more partners that are involved, the lower the cost depending on each partner's budget. However, costs are also dependent on market forces which are also a factor in the increasing cost, this is especially true when transitioning from manual to automatic generators.

CM Bergan asked, is the transition to the automatic generators a significant cost difference? Or are we just trying to phase those in? A. Ahmed replied, we are slowly phasing in the automatic generators, but the manual generators are still effective.

Outcome: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement and will forward to the next Study Session for consideration.

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## **5. Citizen's Water Advisory Committee (CWAC) Restructure Proposal**

Summary of Issue and Discussion: M. Brown discussed restructuring CWAC to become more involved with challenges in the water supply space including evaluating water supply proposals, reviewing large projects who may use a lot of water but may add a substantial economic value to the city, evaluating extra territorial requests to provide water outside our service area, and annexations that may have water supply implications. CWAC is supportive of the restructure.

CM Bergan responded with concerns about adding bureaucracy to the process, especially on annexations and large projects which is Council's responsibility to make decisions on. CM Bergan added, she did not have an issue with CWAC reviewing water supply proposals but has concerns with the other suggestions which may add an extra step when they can come to executive session for evaluation. M. Brown responded, that we do bring the extra territorial and annexation request to executive session however, the large projects proposals are not historically brought to executive session and are evaluated by staff based on potential water usage. CM Bergan suggested developing formal guidelines for evaluating large projects and bringing those to Council for approval. M. Brown responded, we are planning on doing that for potential large users, but we would be able to utilize CWAC for users proposing large gallon per day usage. The developer will have the opportunity to present to CWAC which will provide an additional perspective as well as an alternative to developers lobbying to individual Council Member's. CM Bergan stated she is agreeable to CWAC evaluating water supply proposals and large projects but would prefer the extra territorial requests and annexations continue to be presented to Council. M. Brown agreed.

CM Coombs added, she would like to see CWAC evaluate the budget as well due to the high interest from residents. M. Brown stated, CWAC would still be involved in reviewing the budget but would add water supply as a main focus.

M. Brown also proposed adding an additional commercial entity to the committee for a total of two on the committee whose terms would be staggered. Additionally, members of the committee would be selected based on basic qualifications including some water supply knowledge, completed water tours of facilities, completed Aurora Water courses and/or some level of exposure or familiarity with water supply in the West. CM Coombs had some concerns with residents who would like to be involved but do not meet those basic qualifications. M. Brown replied, that as long as potential members are willing to demonstrate an interest in water supply and willing to invest time in water supply education they would qualify.

M. Brown stated that the department in conjunction with the City Attorney's office and the City Clerk's office would work to draft the new bylaws and ordinance and will return to the Water Policy Committee to present once they are completed.

Outcome: Informational only.

Follow-Up Action: Information only.

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## **6. Water Availability Resolution – Stage 1**

Summary of Issue and Discussion: G. Baker gave a presentation on the advancement of the water availability stage 1 drought restrictions to be enacted in May 2023 based on the state of our current reservoir storage capacity levels.

CM Bergan asked to explain what stage 1 would entail. G. Baker stated, it would mean only two (2) days a week for outdoor irrigation instead of the three (3) day a week schedule currently in place. This will achieve a 20% savings to our storage capacity. CM Bergan was concerned for residents as the turf ordinance was already enacted as well as a ban on water features. She was also concerned with homeowner's associations (HOA's) fining residents for having brown grass due to the restrictions. M. Brown responded, those measures associated with this drought restriction are for long-term sustainability instead of responding to short-term emergencies. Part of the reasoning of bringing this to Council early is to distribute communications quickly so residents are aware and HOA's understand that we are in severe drought conditions and not to fine residents for brown grass. Additionally, if conditions improve, the Stage 1 restrictions will be lifted.

Outcome: The Committee supports the Water Availability Resolution – Stage 1 and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supports the Water Availability Resolution – Stage 1 and will forward to the next Study Session for consideration.

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## **7. Proposed Drought Surcharge Adjustment to the Rate Ordinance**

Summary of Issue and Discussion: F. Aranda gave a presentation.

CM Sundberg asked, if the impacts of the surcharge are small, how is that a dissuading factor for outdoor water usage? Additionally, wouldn't the rate increase that was just passed act as discouragement? M. Brown responded, historically, rate increases, and drought stage 1 water restrictions have not led to great reductions in outdoor water usage with residents' opting to water for longer time periods on their scheduled two-days a week. The goal with the surcharge is to offer a financial incentive to those residents who follow the suggested watering reductions. Residents who continue to water the same amount as last year, with no reduction in water usage, will see an increase in their water bill by 20%.

CM Bergan asked, if residents not using over 5,000 gallons per day are not receiving surcharges now, why would we change what we are doing? M. Brown responded, since we are not currently in a drought stage, surcharges are not in effect. CM Bergan asked, so the theory is if you go from three (3) days of outdoor watering to two (2) days of outdoor watering you would not receive the surcharges? M. Brown responded, the surcharge will be on all outdoor irrigation, but if you reduce watering to two (2) days a week, your bill will look exactly the same as last year even with the inclusion of the surcharge. Additionally, with the use of zone monitoring or smart sprinkler systems, which could provide further cost-savings through reduced outdoor watering. CM Bergan asked, if conditions improve, will the stage 1 drought restriction be lifted? M. Brown stated yes, and the surcharges will go dormant.

CM Coombs suggested looking at how we can assist residents with large back yards who cannot afford to replace their turf. M. Brown agreed.

Outcome: The Committee supports the Proposed Drought Surcharge Adjustment to the Rate Ordinance and forwarded to the next Study Session.

Follow-Up Action: The Committee supports the Proposed Drought Surcharge Adjustment to the Rate Ordinance and will forward to the next Study Session.

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## 8. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

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## 9. Confirm Next Meeting

The next meeting is scheduled for February 15, 2023, 10:30 a.m. via WebEx.

  
Steve Sundberg (Feb 21, 2023 14:02 MST)

Steve Sundberg  
Chair, Water Policy Committee

**Water Policy Committee (WPC) Meeting**

April 19, 2023

**Members Present:** Council Member Steve Sundberg (Chair), Council Member Alison Coombs (Vice Chair), Council Member François Bergan

**Absent:**

**Others Present:** Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Dan Brotzman, Marshall Brown, Melina Bourdeau, Steve Cann, Alex Davis, Steve Fiori, Rory Franklin, Alex Gagliardi, Dawn Jewell, Rick Kienitz,arena Lertch, Dan Mikesell, John Murphy, Swirvine Nyirenda, Bobby Oligo, Julie Patterson, Casey Rossman, Sam Scorza, Tim York, Sarah Young

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**1. Approval of Minutes**

The March 15, 2023, meeting minutes were approved as presented.

**2. Consent Items**

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

Summary of Issue and Discussion: CM Bergan asked why Homestake Reservoir is so low right now? J. Murphy responded, we have been moving a lot of water from the Colorado and Arkansas storage over to increase the reservoir levels. Fortunately, demand has been relatively stable due to increased moisture and colder weather in Aurora, keeping residents from turning on their sprinkler systems.

CM Bergan asked, so the lower reservoir levels at Homestake have nothing to do with other users and sharing the reservoir? J. Murphy replied, no, the Homestake Reservoir numbers we are showing are only representative of storage owned by the city.

CM Coombs asked, how is the severe drought in the Rocky Ford area impacting our water rights and operations? R. Kienitz responded, the water that Aurora gets from the Rocky Ford ditch comes from the mountain supply, and while the mountain supply is not up to 100% this year, we expect to have fairly good yields this year.

Outcome: The consent items were supported as presented.

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

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### **3. First Amendment to the Irondale Gulch Outfall Systems Intergovernmental Agreement**

Summary of Issue and Discussion: S. Scorza gave an overview of the IGA amendment.

Outcome: The Committee supports the First Amendment to the Irondale Gulch Outfall Systems Intergovernmental Agreement and forwarded to the next Council Meeting for consideration.

Follow-Up Action: The Committee supports the First Amendment to the Irondale Gulch Outfall Systems Intergovernmental Agreement and will forward to the next Council Meeting for consideration.

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### **4. Fourth Amendment to the Westerly Creek at 22<sup>nd</sup> Avenue Drainage Improvement Project Intergovernmental Agreement**

Summary of Issue and Discussion: S. Scorza gave an overview of the IGA amendment.

CM Sundberg asked, are the additional funds needed because the project has come in over budget? S. Scorza replied, currently, we are on budget based on the design.

CM Bergan asked, is it typical that Parks would pay for improvements versus the entire project coming out of water? S. Scorza responded, the reason Parks is funding a portion of the project is due to additional programmatic elements going into that space including a soccer field and a possible amphitheater. CM Bergan asked, if there is an amphitheater going into that space, wouldn't the developers be responsible for that? S. Scorza responded, the amphitheater was proposed but is not being pursued. S. Young added, Parks funding is going toward the linear park improvements such as paths, trails, and a soccer field. There is a small portion of the project that developers will be contributing to because of the benefit of some preventative erosion improvements that will be happening on their site.

CM Coombs asked, are developer fees contributing to the \$600,000.00 total coming from parks that is not covered by the Open Space Grant? Or is that all coming from the Parks development budget? S. Scorza responded, \$350,000.00 of their contribution is coming from fees in that area and \$250,000.00 is coming from their Westerly Creek Improvement budget.

Outcome: The Committee supports the Fourth Amendment to the Westerly Creek at 22<sup>nd</sup> Avenue Drainage Improvement Project Intergovernmental Agreement and forwarded to the next Council Meeting for consideration.

**Follow-Up Action:** The Committee supports the Fourth Amendment to the Westerly Creek at 22<sup>nd</sup> Avenue Drainage Improvement Project Intergovernmental Agreement and will forward to the next Council Meeting for consideration.

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## **5. Aquatic Nuisance Species Prevention Intergovernmental Agreement**

**Summary of Issue and Discussion:** A. Davis gave an overview of the IGA.

CM Bergan asked, this has come up several times at congressional delegations, are the monies the Federal Government is giving to the State to mitigate this issue going to be allocated toward this project? If not, are we going to seek those monies? A. Davis responded, she was not sure where the stream of funding was coming from but would follow up. CM Bergan stated, Senator Bennet pushed to get funding for this issue and wasn't sure if the funding ever happened.

CM Bergan asked, other than boat inspections, are there other methods to get rid of these invasive species? M. Brown responded, it is a very intensive chemical application therefore, the bodies of water that are being treated with the chemical are taken offline for extended periods of time. CM Bergan asked, is there no other species we can introduce to eat the invasive species? M. Brown responded, there has not been a species identified that can control these or eat enough of them to get rid of them.

**Outcome:** The Committee supports the Aquatic Nuisance Species Prevention Intergovernmental Agreement and forwarded to the next Study Session for consideration.

**Follow-Up Action:** The Committee supports the Aquatic Nuisance Species Prevention Intergovernmental Agreement and will forward to the next Study Session for consideration.

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## **6. Water Appropriation Delegation Resolution**

**Summary of Issue and Discussion:** A. Davis gave an overview of the Resolution.

CM Coombs asked for clarification on the idea that the Resolution will allow Aurora Water to take the initial steps of appropriating water, filing these with the Water Court and bringing the findings and information to City Council. A. Davis responded, when applying for water rights, depending on how litigious people are, they could argue that the city had not formalized its intent and therefore we would need a resolution which could delay proceedings, this would mitigate the need for an additional Resolution.

CM Coombs asked, this Resolution will not allow Aurora Water to finalize any water rights without the approval of Council? Council will still have to approve all water rights purchases and

leases, this will just help to smooth the process? A. Davis responded, currently under Business Policy Memorandum (BPM) 414, Council is required to approve all water rights purchases over \$1,000,000.00 but does allow the City Manager to approve all purchases below \$1,000,000.00 which are then reported to Council on the quarterly report. This Resolution focuses on appropriating new water rights. The resolution does not impact the process for water right purchases in any manner. Therefore, this Resolution refers to water rights that are being adjudicated and allows Aurora Water to file for the appropriation of water rights without taking the Court application to council.

CM Coombs asked, this does not allow Aurora Water to act without the approval of Council? A. Davis replied, this will allow Aurora Water to create intent and file the water application for new appropriations (some water right change cases include a new water rights appropriation such as the right to store or exchange water. Such rights are usually necessary to effectuating the change of water rights) City Council will still have oversight of the entire process.

CM Bergan asked, this Resolution has nothing to do with a situation in where we may lose water rights because we are not using them? A. Davis responded, correct, this Resolution does not have anything to do with abandonment of water rights, they are totally different issues. CM Bergan asked, if we were to sell water rights, that would still come to Council? M. Brown responded, we are unable to sell water rights. We can trade water rights for equivalent ones or water rights that would work better for our system, but we cannot sell them without going out to a vote.

Outcome: The Committee supports the Water Appropriation Delegation Resolution and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supports the Water Appropriation Delegation Resolution and will forward to the next Study Session for consideration.

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## **7. Strontia Springs Deep Sediment Removal Intergovernmental Agreement**

Summary of Issue and Discussion: Item has been postponed until further notice.

Outcome: N/A

Follow-Up Action: N/A.

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## **8. Metro Water Recovery Appointment and Reappointments**

Summary of Issue and Discussion: M. Brown gave an overview of the Metro Water Recovery appointment of Marena Lertch and the reappointments of Nadine Caldwell, Greg Baker, and Jo Ann Giddings.

Outcome: The Committee supports the Metro Water Recovery Appointment and Reappointments and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supports the Metro Water Recovery Appointment and Reappointments will forward to the next Study Session for consideration.

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## **9. Citizens Water Advisory Committee Restructure Ordinance Update**

Summary of Issue and Discussion: M. Brown gave an update on the Citizens Water Advisory Committee restructuring based on feedback from the Water Policy Committee at the January 18, 2023, meeting.

CM Bergan stated that she wanted to be sure that residents who are interested in water have the opportunity to be on the Citizens Water Advisory Committee without the requirement of a degree or an in-depth knowledge of water. Additionally, she stated that she was not in agreement with the name change to the Water Supply Committee as the committee would be evaluating more than just supply. M. Brown replied, the Citizens Water Advisory Committee naming would remain the same. As far as the committee, an in-depth knowledge or degree in water would not be a requirement but there would be a requirement of some familiarity and understanding of water and supply of water. G. Baker added, residency in Aurora would not be a requirement. Additionally, the current committee has diverse representation of careers, education, and location across ward boundaries.

CM Coombs stated that she would not be in support of resetting term limits because it is important for citizens to have opportunities to be involved. G. Baker responded, he would speak with the City Clerk's office to see if there is a precedent in place for situations like these where a committee is being reestablished. Additionally, it takes almost a full term (three years) for a committee member to be comfortable with the complexity of water. CM Coombs stated that she would support extending the number of terms a committee member can serve from three terms to four terms. G. Baker stated that he would be working closely with the City Clerk's office and will have a clearer update on terms at the next Water Policy Committee meeting.

Outcome: Informational only.

Follow-Up Action: Informational only.

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## **10. Miscellaneous Matters for Consideration**

Summary of Issue and Discussion: CM Sundberg asked how the water education program within the schools was going? G. Baker stated, it is going very well and would like to schedule a

presentation to this committee at a future meeting on the educational outreach program. Additionally, the Youth Water Festival is taking place on May 15, 2023, and would be a great opportunity for the committee to come out and see the educational programs firsthand.

Outcome: Informational only.

Follow-Up Action: Informational only.

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## 11. Confirm Next Meeting

The next meeting is scheduled for May 17, 2023, 10:30 a.m. via WebEx.

X   
Steve Sundberg (May 18, 2023 20:33 MDT)

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Steve Sundberg  
Chair, Water Policy Committee



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Eagle Ridge Zoning Map Amendment
<b>Item Initiator:</b> Ariana Muca, Planner
<b>Staff Source/Legal Source:</b> Ariana Muca, Planner, Planning and Development Services / Rachel Allen, Senior Assistant City Attorney
<b>Outside Speaker:</b> Julie Gamec and Alicia Khine, THK Associates
<b>Council Goal:</b> 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:** 7/31/2023

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

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

### ITEM DETAILS

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING A PARCEL OF LAND MEASURING 31.28 ACRES, MORE OR LESS, LOCATED WITHIN SUBAREA C, ALONG STEPHEN D HOGAN PARKWAY AND WEST OF PICADILLY ROAD, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO FROM MIXED-USE REGIONAL DISTRICT (MU-R) TO MIXED-USE CORRIDOR DISTRICT (MU-C) AND AMENDING THE ZONING MAP ACCORDINGLY (EAGLE RIDGE ZONING MAP AMENDMENT)

Ariana Muca, Planner, Planning and Development Services / Rachel Allen, Senior Assistant City Attorney

Outside Speaker: Julie Gamec and Alicia Khine, THK Associates

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Planning and Zoning Commission

**Policy Committee Date:** 7/12/2023

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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## **HISTORY**

The Planning and Zoning Commission heard the applicant's request for a Zoning Map Amendment in a public hearing on July 12, 2023, and voted unanimously (5-0) to recommend approval to City Council. The Planning Commission Meeting Summary is attached (see Exhibit F), which details the Planning Commission discussion and action taken on the item.

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## **ITEM SUMMARY**

The applicant, Equity Ventures, is requesting approval of a Zoning Map Amendment to rezone the 31.28 -acre subject site from a Mixed-Use Regional District (MU-R) to a Mixed-Use Corridor (MU-C). The subject property is located within Subarea C, along Stephen D Hogan Parkway and west of Picadilly Road. The Eagle Ridge Master Plan is also proposed and under review for the subject property. There are currently no adjustments requested for the proposed master plan, so it is undergoing an administrative review process.

The area is located entirely within the Commercial Hub placetype of the Aurora Places Comprehensive Plan. The Commercial Hub placetype is intended to provide goods and services to nearby neighborhoods and other placetypes in the area. The proposed MU-C zone district is compatible with the designated placetype and permits uses consistent with the Comprehensive Plan.

Rezoning the MU-R zone district area to the proposed MU-C zone district also creates consistent zoning across the pending Eagle Ridge master plan, which is recommended so that the planning areas and proposed uses would be regulated under one consistent zone district. If the existing MU-R zoning remained, several sites and planning areas would be split by differing zone district requirements.

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## **QUESTIONS FOR COUNCIL**

Does the City Council wish to approve the Zoning Map Amendment from the MU-R District to the MU-C District?

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## **LEGAL COMMENTS**

### **INITIAL ZONING AND REZONE**

An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council, after a public hearing, finds that the following criteria have been met.

(1) The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or

(2) The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);

(b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of

the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

(c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (City Code Sec. 146-5.4.1.C) (Allen).

---

**PUBLIC FINANCIAL IMPACT**

YES       NO

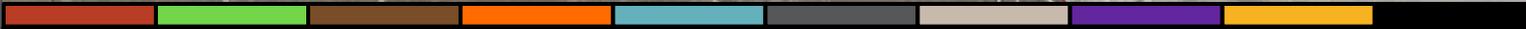
**If yes, explain:** N/A

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**PRIVATE FISCAL IMPACT**

Not Applicable       Significant       Nominal

**If Significant or Nominal, explain:** N/A



**Eagle Ridge Zoning Map Amendment**

**City of Aurora, Colorado**

*Aurora is Worth Discovering!*

**Planning & Development Services**  
 15151 E. Alameda Parkway  
 Aurora CO 80012 USA  
 AuroraGov.org  
 303.739.7217  
 GIS@aurora.gov

Case Number: 2023-2001-00  
 Development Application: #2338-00

Feet 0 500 1,000

6/30/2023 I:\GIS\Arc10\_MXD\Planning\Development\_Review\Data\_Services\VicinityBaseMap\_Pro\VicinityBaseMap\_Pro.aprx



2953 South Peoria Street, Suite 101  
Aurora, Colorado 80014  
303.770.7201 fax 303.770.7132

April 6, 2023

Ms. Aja Tibbs  
Mr. Stephen Gubrud  
City of Aurora Planning Department  
15151 E. Alameda Parkway  
Aurora, CO 80012

**RE: Zoning Map Amendment – Eagle Ridge\_R1**

Dear Ms. Tibbs and Mr. Gubrud,  
THK Associates, on behalf of Equity Ventures Company is applying for a rezoning of a site known as Eagle Ridge located on the southwest corner of Stephen D. Hogan Parkway and Picadilly Road. Currently, there is a concurrent Master Plan (DA-2338-00) under review by the City of Aurora for this parcel. The future development can meet the dimensional standards and requirements of MU-C zoning in areas that are being proposed for a zoning map adjustment.

We look forward to working with the City during this process. Please don't hesitate to contact me with any questions or comments.

Regards,

Julie Gamec | THK Associates, Inc. | Principal  
303-770-7201

**REZONING JUSTIFICATION**  
**Eagle Ridge**

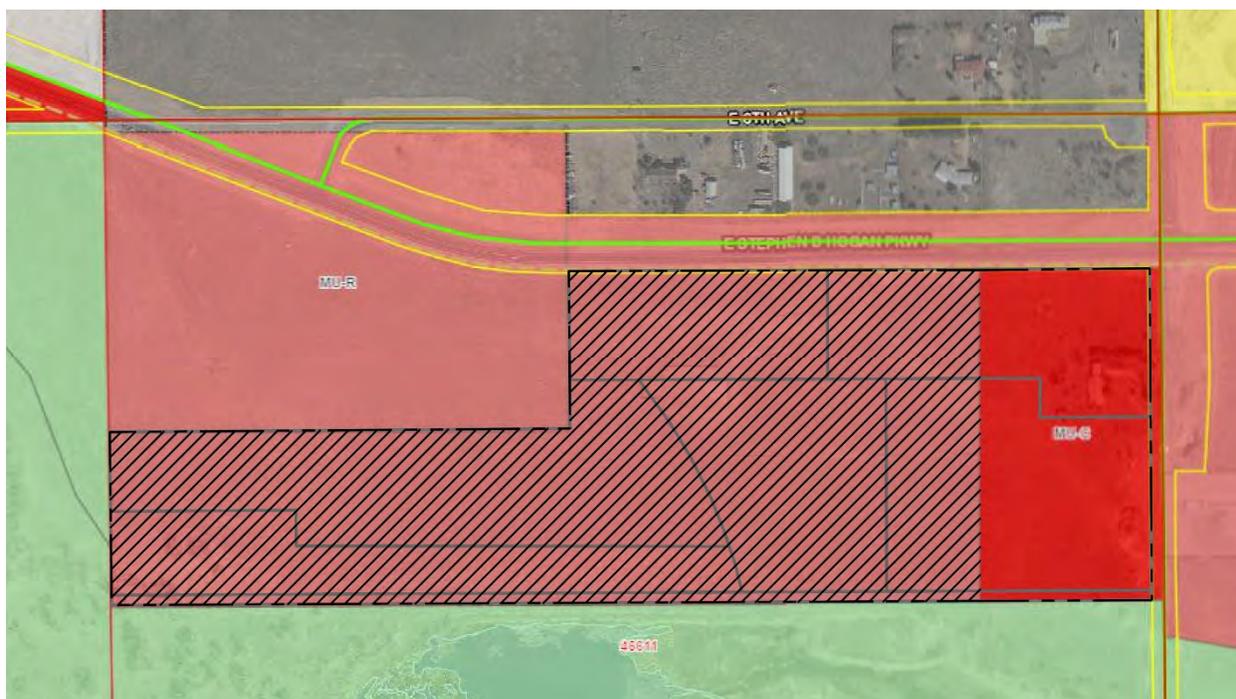
Per the Unified Development Ordinance (UDO) the Criteria for Approval listed in Article 146-5.4.1.C.3.a states the following criteria must be met:

1. The change to the Zoning Map is needed to correct an error
2. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
  - a. The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
  - b. The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

- c. The application demonstrates that the change in zoning will not create significant dislocation of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

The request to change the zoning map is not needed to correct an error.

The applicant is proposing to rezone +/- 31 acres of a +/- 40 acre site. Currently, the site is undeveloped, and zoned MU-C Mixed Use – Corridor District and MU-R Mixed Use – Regional District. The rezoning will encompass generally everything but the eastern 1/5<sup>th</sup> of the site. The eastern 1/5<sup>th</sup> of the site is currently zoned MU-C (as shown in red below) and will remain.



**\*\*Areas to be rezoned to MU-C are hatched\*\***

The applicant proposes that the site be rezoned from MU-R Mixed Use – Regional District to MU-C Mixed Use – Corridor District zoning in all areas across the site. Note the areas to the south and west of the site are zoned PO-S and areas north of the site are in unincorporated Arapahoe County. The site to the east, Aurora One, is zoned MU-R.

The proposed initial zoning changing from MU-R to MU-C is consistent with the intent of the Comprehensive Plan. The Comprehensive Plan notes the Placetype in this area as Commercial Hub. The primary land uses defined in the Comprehensive Plan for Commercial Hub include the following:

- Restaurant
- Commercial Retail
- Commercial Service

The supporting land uses defined in the Comprehensive Plan for Commercial Hub include the following:

- 
- Single Family Attached Residential
  - Multifamily Attached Residential
  - Office
  - Institutional

The supporting land uses defined in the Comprehensive Plan for Established Neighborhood include the following:

- Restaurant
- Commercial Retail
- Commercial Service
- Single-Family Attached Residential
- Multifamily Residential
- Office
- Institutional (educational, religious, cultural)

The Placetype of Commercial Hub primarily contains uses that provide goods and services to nearby neighborhoods. This placetype includes shopping centers and are primarily located along two arterial streets.

Per the UDO, the purpose of the MU-C district is to provide retail goods and services to satisfy the household and personal needs of the residents of nearby residential neighborhoods, those traveling and to allow for a higher intensity of general business and service activities. The MU-C district is intended to enable sustainable development of new medium-scale mixed-use centers.

The Dimensional Standards of the proposed rezone are compatible with the surrounding development, as that is already zoned MU-C and MU-R. Eagle Ridge development will be subject to the Eagle Ridge Master Plan (currently under review) which will outline its own development standards, above and beyond the city code.

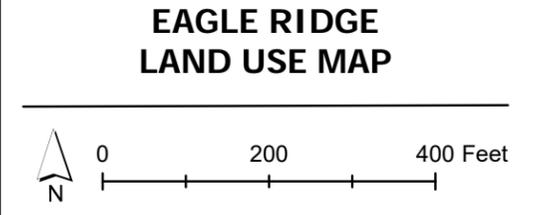
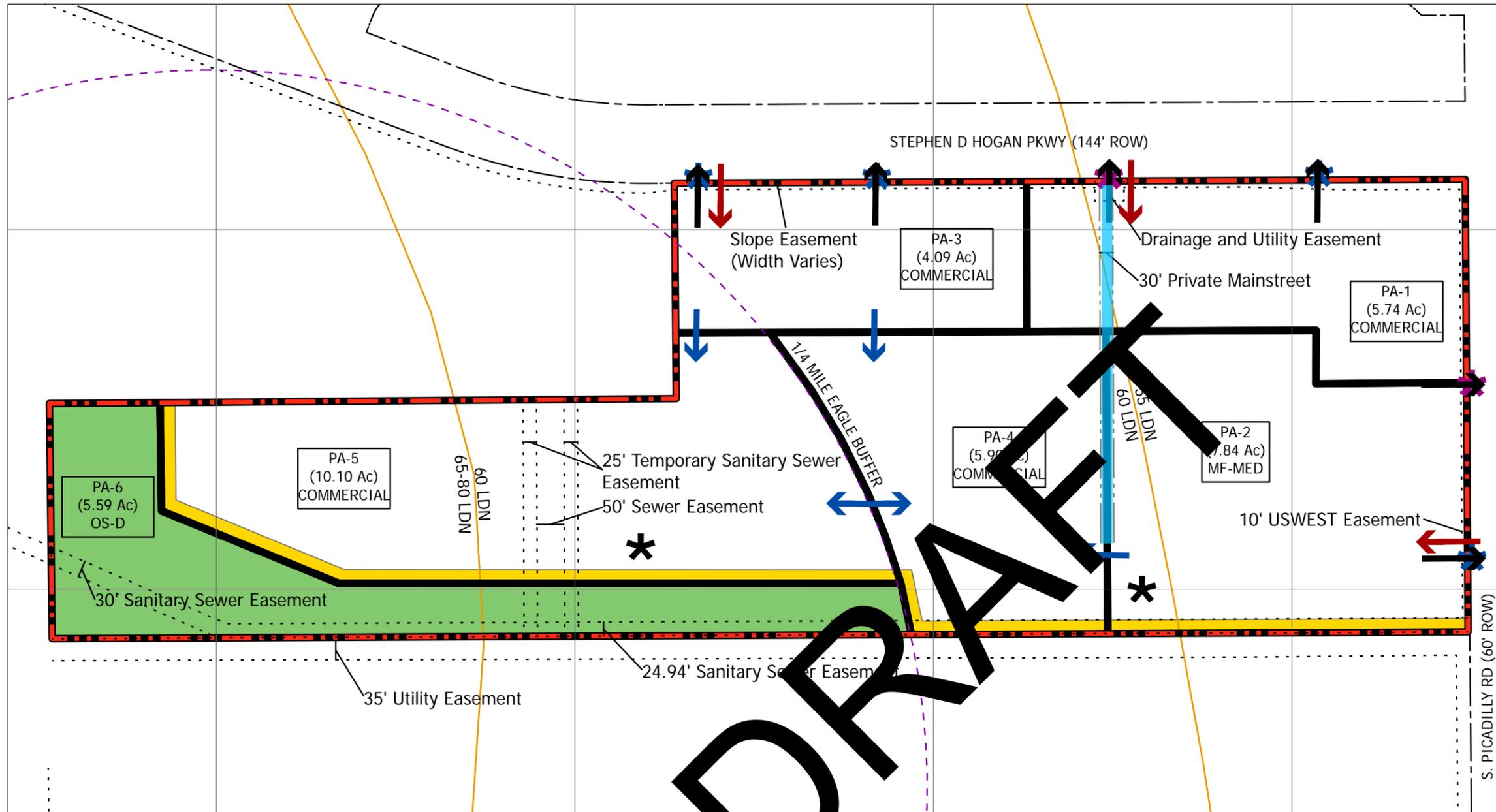
Currently, the site is undeveloped and so no dislocations of tenants or occupants will occur. The rezoning of this property would allow for future development to be consistent with the Comprehensive Plan, and surrounding development.

The applicant has filed a Zoning Inquiry Application Form under the reference #:1679447 dated January 27, 2023.

# EAGLE RIDGE

Master Plan Land Use Map

**DRAFT**



- #### Legend
- Project Boundary
  - Planning Area Boundary
  - Airport Noise Boundary
  - 1/4 Mile Eagle Nest Site Buffer
  - Open Space
  - 25' Special Landscape Buffer
  - Easements
  - Right of Way
  - Mainstreet
  - 10 Acre Grid
  - \* Detention Pond
  - \* Primary Entryway
  - \* Secondary Entryway
  - ➔ Access to Roadway Network
  - ➔ Primary Access
  - ➔ Future Internal Connection

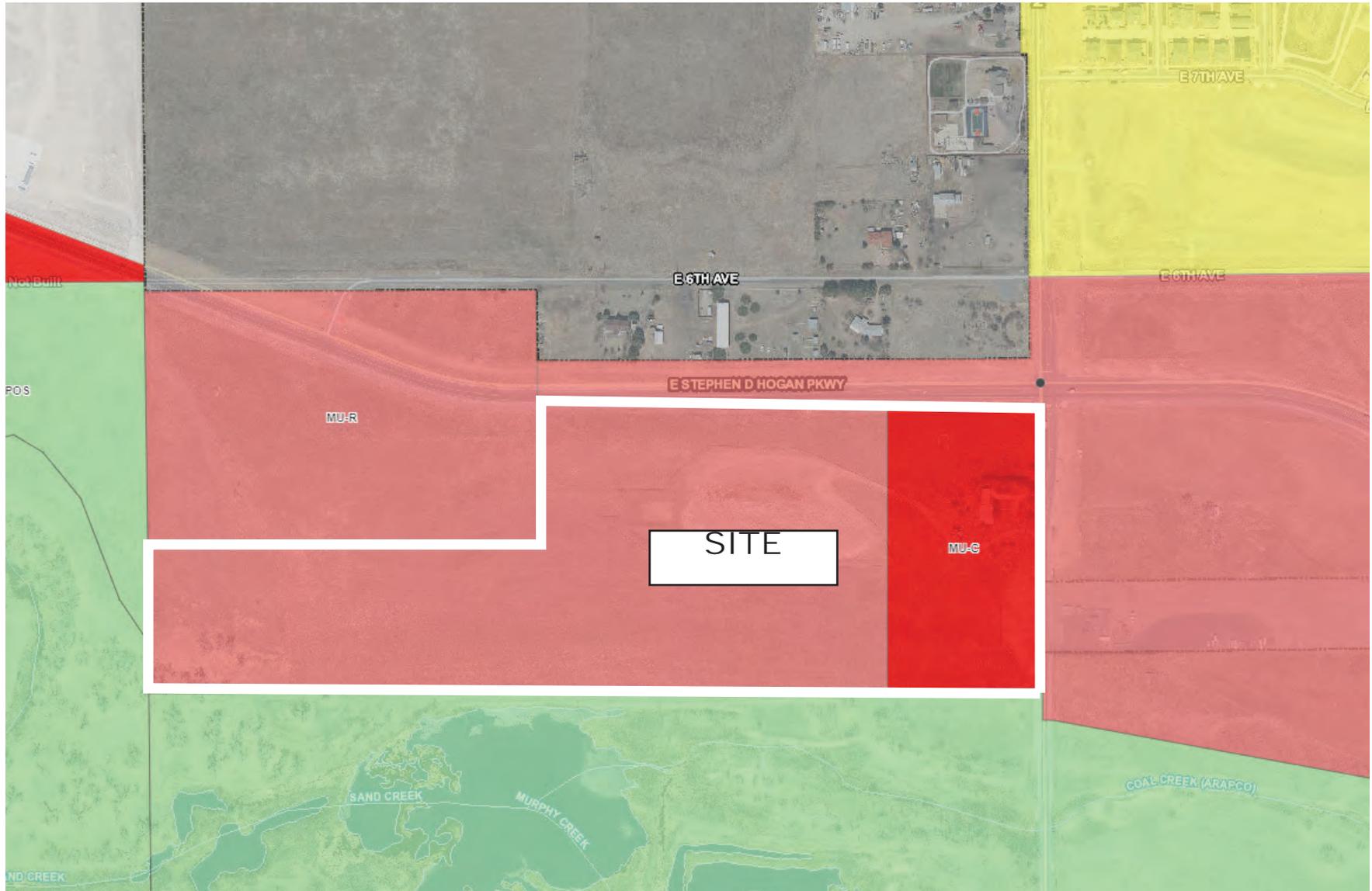
1. PA-5 may not be developed until the adjacent eagles are confirmed to no longer be nesting and the requirements of CPW and US Fish and Wildlife Service have been met.
2. Active construction will be avoided during the breeding season for bald eagles (December 1 - July 31) within the identified development restriction zone. Laydown and staging areas will also be located outside of the development restriction zone.
3. All residential structures will be located outside of the 55 LDN boundary.
4. Per CPW letter dated 8/19/22, the detention basin with vegetation can be constructed within the 1/4 mile buffer of the eagle's nest. Once constructed, human activity in this area will be limited.
5. The Bald Eagle Guidelines published by Colorado Parks and Wildlife clearly note that no Surface Occupancy (NSO) may occur within a 1/4 mile radius of active nests. Additionally, no permitted, authorized, or human encroachment activities within 1/2 mile radius of active nest sites from December 1 through July 31 (with the recommendation to extend if fledglings are still present in the nest).



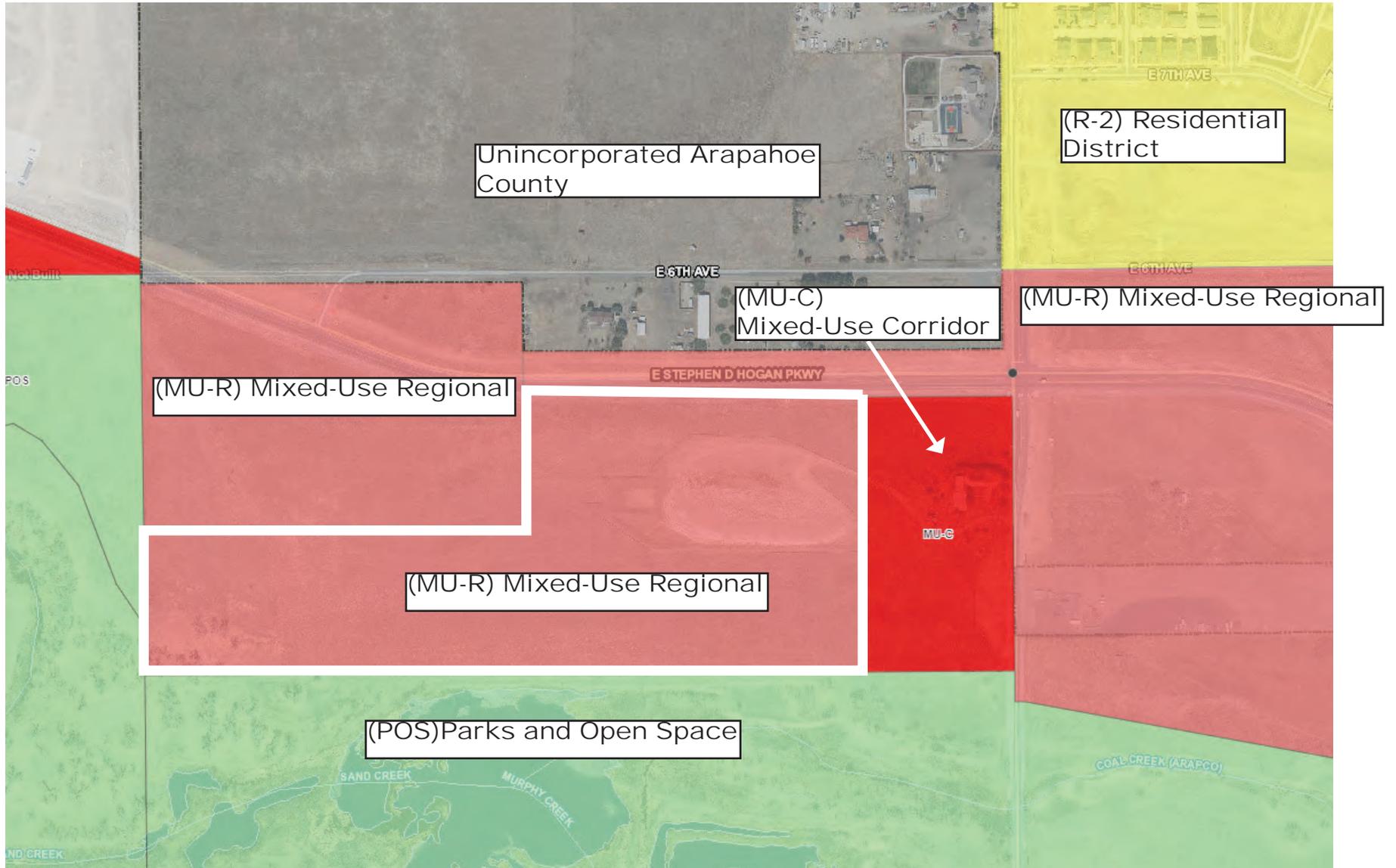
A. Land Use Item	B. Planning Area Map Number	C. Map Area Code	D. Gross Land Area in Acres	E. Land Use Formula	F. Maximum Potential Density by Code (in DUs or SF)	G. Actual Proposed Maximum Density (in DUs or SF)	H. Phasing, Details, and Comments (Include phase number or triggering event)
1. Flood Plain Areas	N/A	N/A	N/A	100 Year Flood Plain	N/A	N/A	N/A
2. Required Land Dedication Areas for Open Space	PA-6	OS-D	5.59 ac	7.8 acres per 1,000 resident population + 1% of total residential acreage and 2% of total non-residential acreage	N/A	N/A	Required Land Dedication: 5.59 ac Provided Land Dedication: 5.59 ac Open Space shall be dedicated to the City with the first plat of Phase 1.
3. Development Areas	PA-1	COMMERCIAL	5.74 ac	N/A	N/A	28,670 sf	Phase 1 of project construction
	PA-2	MF-MED	7.84 ac	N/A	N/A	256 DUs	Phase 1 of project construction
	PA-3	COMMERCIAL	4.09 ac	N/A	N/A	15,100 sf	Phase 2 of project construction
	PA-4	COMMERCIAL	5.90 ac	N/A	N/A	N/A	Phase 3 of project construction
	PA-5	COMMERCIAL	10.10 ac	N/A	N/A	N/A	PA-5 may not be developed until the adjacent eagles are confirmed to no longer be nesting and the requirements of CPW and US Fish and Wildlife Service have been met.
4. Total Map Acreage			39.26 ac				
5. Less 1/2 of Perimeter Streets Not Owned by Applicant			N/A				
6. Applicant's Acreage Listed in Application			39.26 ac				
7. Total Flood Plain Acreage			N/A				
8. Total Adjusted Gross MP Acreage			39.26 ac				

A. Land Use Item	D. Gross Land Area in Acres	E. Land Use Formula	F. Maximum Potential Density by Code (in DUs or SF)	G. Actual Proposed Maximum Density (in DUs or SF)	H. Phasing, Details, and Comments (include phase number or triggering event)
9. Total SFD planning areas	N/A	N/A	N/A	N/A	N/A
10. Total SFA planning areas	N/A	N/A	N/A	N/A	N/A
11. Total MF planning areas	7.84 ac	2.5 persons per unit	N/A	256 DUs	Estimated 640 residents
12. Total Residential	7.84 ac	N/A	N/A	256 DUs	Estimated 640 residents
13. Check for average residential density in each subzone	Line 8 = 39.26 ac	N/A	N/A	256 DUs	Total number of proposed dwelling units is within allowable MP maximum
14. Small lot total for Sub Area C (if utilized)	N/A	N/A	N/A	N/A	N/A
15. Check for maximum allowable number of multifamily units in each subzone	N/A	N/A	N/A	256 DUs	Total number of proposed multifamily units is within allowable MP maximum
16. Total retail planning areas	25.82 ac	N/A	N/A	N/A	N/A
17. Total office planning areas	N/A	N/A	N/A	N/A	N/A
18. Total industrial planning areas	N/A	N/A	N/A	N/A	N/A
19. Total mixed commercial areas	N/A	N/A	N/A	N/A	N/A
20. Total commercial	25.82 ac	N/A	N/A	N/A	N/A
21. Total neighborhood park land	0.00 ac	3.0 acres/1000 residents	N/A	N/A	Requirement of 1.92 acres will be met by applicant cash-in-lieu
22. Total community park land	0.00 ac	1.1 acres/1000 residents	N/A	N/A	Requirement of 0.70 acres will be met by applicant cash-in-lieu
23. Total open space land	5.59 ac	7.8 acres per 1,000 resident population + 1% of total residential acreage and 2% of total non-residential acreage	N/A	N/A	Required Land Dedication: 5.59 ac
24. Total park and open space land	5.59 ac	N/A	N/A	N/A	Required Land Dedication: 8.13 ac (8.14 ac - 2.54 ac cash-in-lieu = 5.59 ac)

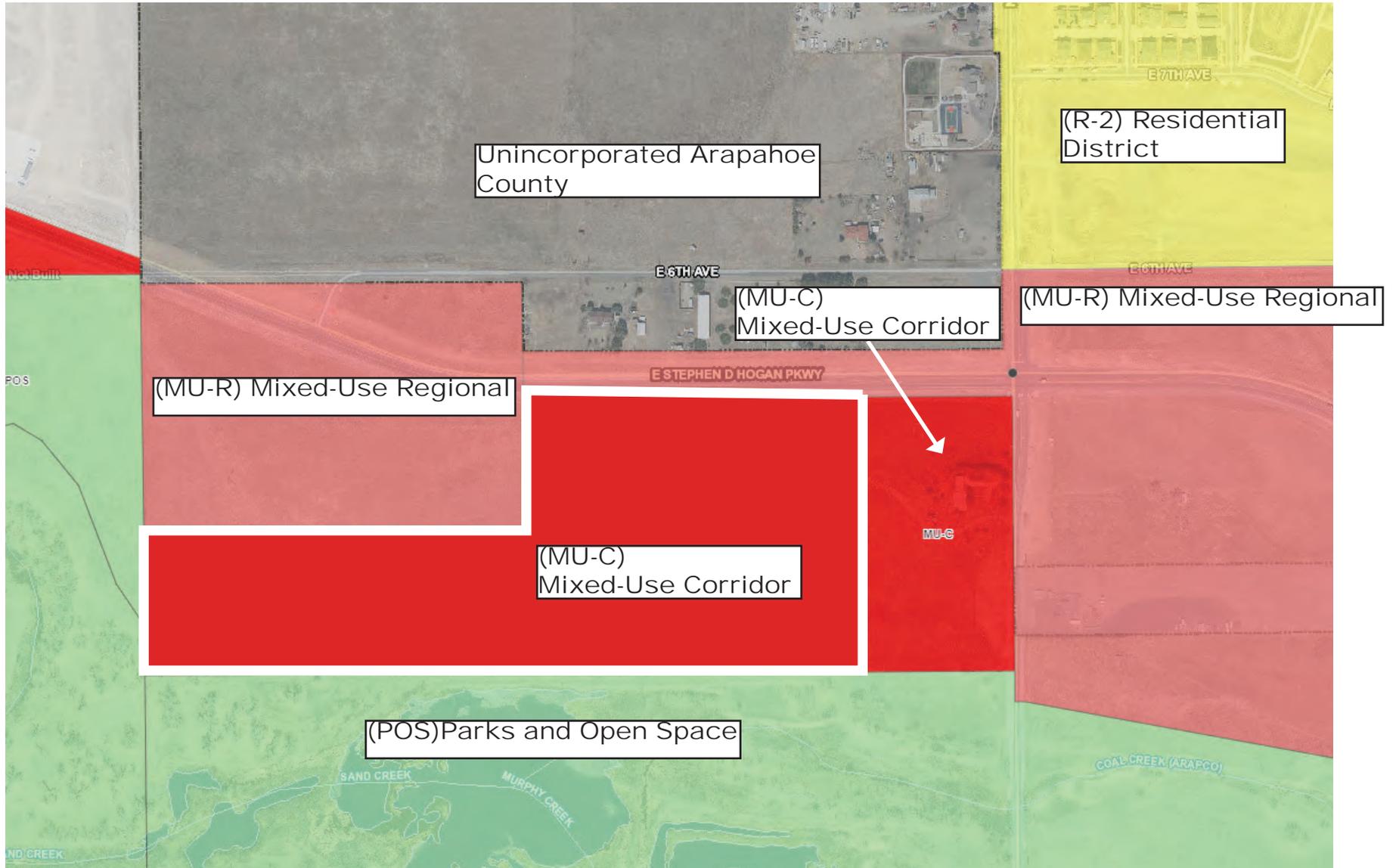
# EAGLE RIDGE MASTER PLAN



# CURRENT ZONING



# RE-ZONE



# EXHIBIT A

A ZONING PARCEL SITUATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., AS BEARING NORTH 89°43'32" EAST, AND MONUMENTED BY A 3" BRASS CAP, IN RANGE BOX, LS 16419, AT THE WEST AND MONUMENTED BY A 3-1/4" ALUMINUM CAP, LS 36053, AT THE EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M.; THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 11, SOUTH 00°31'08" EAST, 384.00 FEET; THENCE SOUTH 89°43'37" WEST, 30.00 FEET, TO A POINT ON THE EAST LINE OF THE PARCEL DESCRIBED AT RECEPTION NUMBER B8073665, AT ARAPAHOE COUNTY, COLORADO, CLERK AND RECORDER, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF E. STEPHEN D. HOGAN PKWY. RIGHT-OF-WAY, RECORDED AT RECEPTION NUMBER D7104092, AT ARAPAHOE COUNTY, COLORADO, CLERK AND RECORDER, THENCE ALONG THE SOUTH LINE OF SAID E. STEPHEN D. HOGAN PKWY. RIGHT-OF-WAY, SOUTH 89°43'37" EAST, 417.70 FEET, TO A POINT ON THE EAST LINE OF A PARCEL DESCRIBED AT RECEPTION NUMBER B8007038, AT ARAPAHOE COUNTY, COLORADO, CLERK AND RECORDER, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG THE WEST LINE OF THE ZONE PARCEL DESCRIBED AT RECEPTION NUMBER E1007239, AT ARAPAHOE COUNTY, COLORADO, CLERK AND RECORDER, SOUTH 00°31'08" EAST, 831.53 FEET;

THENCE ALONG THE SOUTH, WEST, AND NORTH LINES OF A PARCEL DESCRIBED AT RECEPTION NUMBER B8007038, AT ARAPAHOE COUNTY, COLORADO, CLERK AND RECORDER, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. SOUTH 89°43'35" WEST, 2192.68 FEET;
2. THENCE NORTH 00°40'13" WEST, 432.23 FEET;
3. THENCE NORTH 89°43'35" EAST, 1155.52 FEET;
4. THENCE NORTH 00°31'08" WEST, 399.31 FEET, TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED E. STEPHEN D. HOGAN PKWY. RIGHT-OF-WAY, DESCRIBED AT RECEPTION NUMBER D7104092;

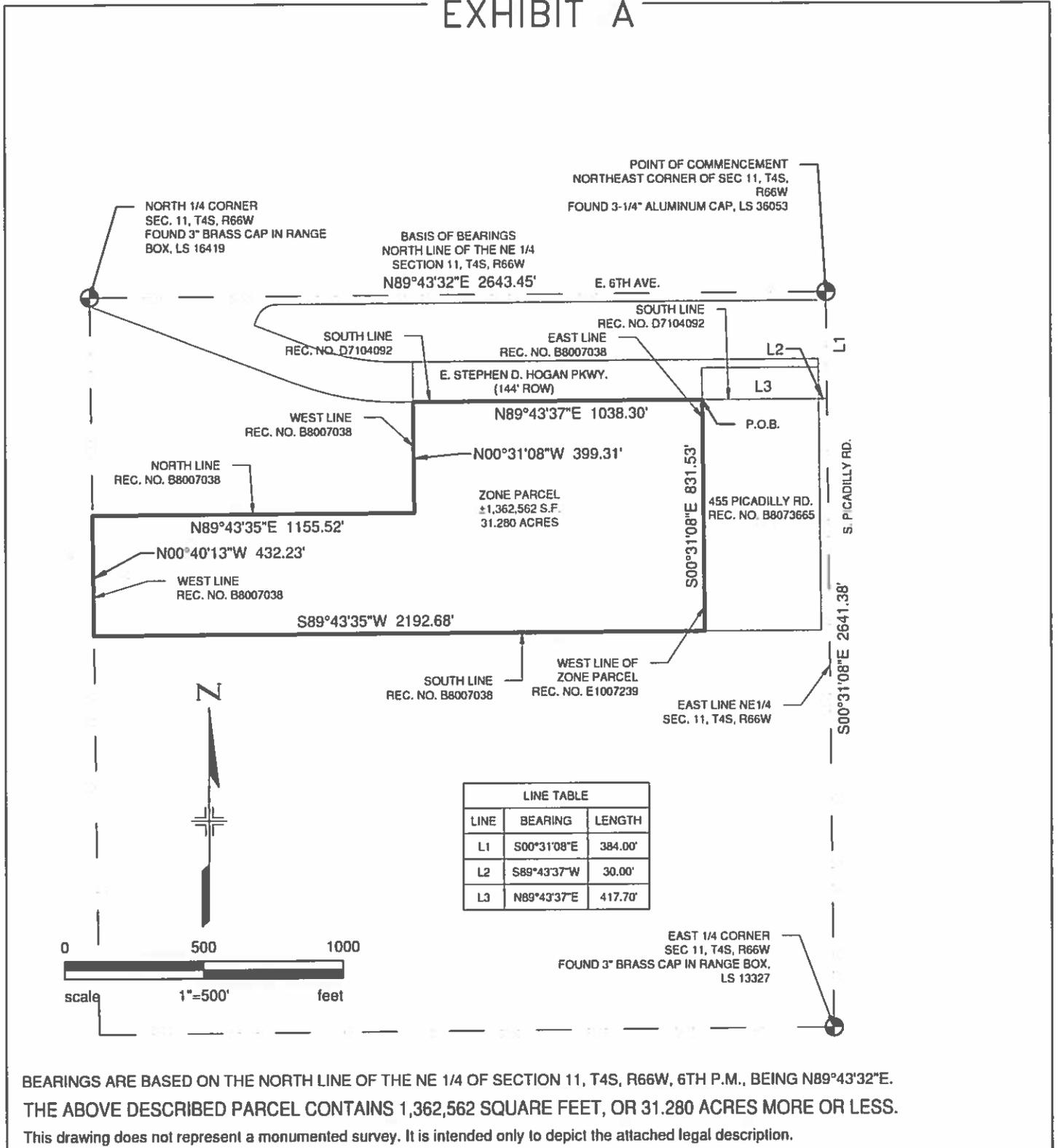
THENCE ALONG THE SOUTH LINE OF SAID E. STEPHEN D. HOGAN PKWY. RIGHT-OF-WAY, NORTH 89°43'37" EAST 1038.30 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,362,562 SQUARE FEET, OR 31.280 ACRES MORE OR LESS.

MICHAEL DAVID LANG, PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NO. 37053  
RIDGETOP ENGINEERING AND SURVEYING  
541 E. GARDEN DR., UNIT N  
WINDSOR CO, 80550  
(970) 663-4552



ILLUSTRATION FOR  
EXHIBIT A



BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 11, T4S, R66W, 6TH P.M., BEING N89°43'32"E.  
 THE ABOVE DESCRIBED PARCEL CONTAINS 1,362,562 SQUARE FEET, OR 31.280 ACRES MORE OR LESS.  
 This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

<b>CITY OF AURORA, COLORADO</b>			A ZONING PARCEL SITUATED IN THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO
DRAWN BY: BA	SCALE: 1" = 500'	R.O.W. FILE NUMBER -	
CHECKED BY: MM	DATE: 01/26/2023	JOB NUMBER: 22-064-023	

## CLOSURE FOR EXHIBIT A

Mapcheck 2: zone1a  
 Closure Summary  
 Precision, 1 part in: 890805.4279'  
 Error distance: 0.0068'  
 Error direction: S17° 32' 27.1649"W  
 Area: 31.280acres  
 Square area: 1362561.546  
 Perimeter: 6049.5700'  
 Point of Beginning  
 Easting: 3214760.4277'  
 Northing: 1689691.5378'  
 Side 1: Line  
 Direction: S00° 31' 08.0000"E  
 Angle: [-000°31'08.00"]  
 Deflection angle: {179°28'52.00"}  
 Distance: 831.5300'  
 Easting: 3214767.9582'  
 Northing: 1688860.0419'  
 Side 2: Line  
 Direction: S89° 43' 35.0000"W  
 Angle: [-089°45'17.00"]  
 Deflection angle: [090°14'43.00"]  
 Distance: 2192.6800'  
 Easting: 3212575.3032'  
 Northing: 1688849.5710'  
 Side 3: Line  
 Direction: N00° 40' 13.0000"W  
 Angle: [-090°23'48.00"]  
 Deflection angle: [089°36'12.00"]  
 Distance: 432.2300'  
 Easting: 3212570.2469'  
 Northing: 1689281.7714'  
 Side 4: Line  
 Direction: N89° 43' 35.0000"E  
 Angle: [-089°36'12.00"]  
 Deflection angle: [090°23'48.00"]  
 Distance: 1155.5200'  
 Easting: 3213725.7537'  
 Northing: 1689287.2895'  
 Side 5: Line  
 Direction: N00° 31' 08.0000"W  
 Angle: [089°45'17.00"]  
 Deflection angle: [-090°14'43.00"]  
 Distance: 399.3100'  
 Easting: 3213722.1375'  
 Northing: 1689686.5831'  
 Side 6: Line  
 Direction: N89° 43' 37.0000"E  
 Angle: [-089°45'15.00"]  
 Deflection angle: [090°14'45.00"]  
 Distance: 1038.3000'  
 Easting: 3214760.4257'  
 Northing: 1689691.5314'

BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 11, T4S, R66W, 6TH P.M., BEING N89°43'32"E.  
 THE ABOVE DESCRIBED PARCEL CONTAINS 1,362,562 SQUARE FEET, OR 31.280 ACRES MORE OR LESS.  
 This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

<b>CITY OF AURORA, COLORADO</b>			A ZONING PARCEL SITUATED IN THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO
DRAWN BY: BA	SCALE: 1" = 500'	R.O.W. FILE NUMBER -	
CHECKED BY: MM	DATE: 01/26/2023	JOB NUMBER: 22-064-023	



**Planning and Zoning Commission  
DRAFT MINUTES  
July 12, 2023**

**7b. EAGLE RIDGE ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 31 ACRES FROM MU-R (MIXED-USE REGIONAL) AND MU-C (MIXED-USE CORRIDOR) TO MU-C (MIXED-USE CORRIDOR)**

The applicant, GB Capital, LLC, is requesting a recommendation of approval to the City Council for a Zoning Map Amendment to rezone a 31.28 -acre subject site from MU-R (Mixed-Use Regional District) to MU-C (Mixed-Use Corridor). The subject property is located within Subarea C, along Stephen D Hogan Parkway and west of Picadilly Road. The Eagle Ridge Master Plan is also proposed and under review for the subject property. No adjustments are requested for the proposed master plan; therefore, it is undergoing an administrative review process.

The area is located entirely within the Commercial Hub placetype of the Aurora Places Comprehensive Plan. The Commercial Hub placetype is stated to be intended to provide goods and services to nearby neighborhoods and other placetypes in the area. The proposed MU-C zone district is compatible with the designated placetype and permits uses consistent with the Comprehensive Plan.

Rezoning the MU-R zone district area to the proposed MU-C also creates consistent zoning across the pending Eagle Ridge Master Plan, which is recommended so that the planning areas and proposed uses would be regulated under one consistent zone district. If the existing MU-R zoning remained, several sites and planning areas would be split by differing zone district requirements.

Ten property owners and five registered neighborhood organizations were notified of the application. No comments were received by staff regarding the Zoning Map Amendment application. Therefore, no neighborhood meeting was held. Staff has not received additional comments as a result of the Planning and Zoning Commission Public Hearing Notice and sign posting.

**Testimony Given at the Hearing:**

Ariana Muca, Case Manager, gave a presentation of the item, including the staff recommendation.

Chairman Walls asked if the application changed from Equity Ventures Commercial to GB Capital, referencing staff materials presented.

Ms. Muca responded that the applicant is GB Capital. Ms. Muca deferred to the applicant to respond to the commissioners' questions.

Alicia Khine, Wall Development Group, 1925 Elba Court, Windsor, CO 80550, agent representing the applicant, was available for questions. Ms. Khine noted that there are multiple business partners for the project.

Julie Gamec, THK Associates Inc, 2953 S Peoria St STE 101, Aurora, CO 80014, agent representing the applicant, was available for questions. Ms. Gamec further reiterated



**Planning and Zoning Commission  
DRAFT MINUTES  
July 12, 2023**

that the applicant is Equity Ventures but that members within GB Capital and Equity Ventures have a business interest together in this project. Ms. Gamec indicated that she will confirm this is clearly stated in the application with the city as well.

**Planning Commission Results**

**AGENDA ITEM 7b – ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 31 ACRES FROM MU-R (MIXED-USE REGIONAL) AND MU-C (MIXED-USE COMMERCIAL) TO MU-C (MIXED-USE COMMERCIAL)**

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER JETCHICK.

MOVE TO RECOMMEND APPROVAL OF THE ZONING MAP AMENDMENT TO THE CITY COUNCIL REZONING THE SUBJECT PROPERTY FROM MU-R (MIXED-USE REGIONAL DISTRICT) TO MU-C (MIXED-USE CORRIDOR), BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN SECTION 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IS MORE CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN;
2. THE PROPOSED MU-C ZONING IS MORE CONSISTENT WITH THE EAGLERIDGE MASTER PLAN AND OTHER REGULATIONS OF THE UNIFIED DEVELOPMENT ORDINANCE;
3. THE ZONING MAP AMENDMENT DOES NOT IMPACT COMPATIBILITY WITH THE SURROUNDING AREAS OR USES; AND,
4. IT WILL NOT CREATE ANY DISLOCATIONS OF TENANTS OR OCCUPANTS OF THE PROPERTY.

**Further Discussion:**

No further discussion occurred.

MOTION PASSED UNANIMOUSLY

# Eagle Ridge Zoning Map Amendment

**Project No: DA-2338-00**

**Public Hearing**

**City Council**

**July 31, 2023**



# REQUEST

- Zoning Map Amendment Approval to rezone the property from MU-R to MU-C.
- Applicant: Equity Ventures, LLC



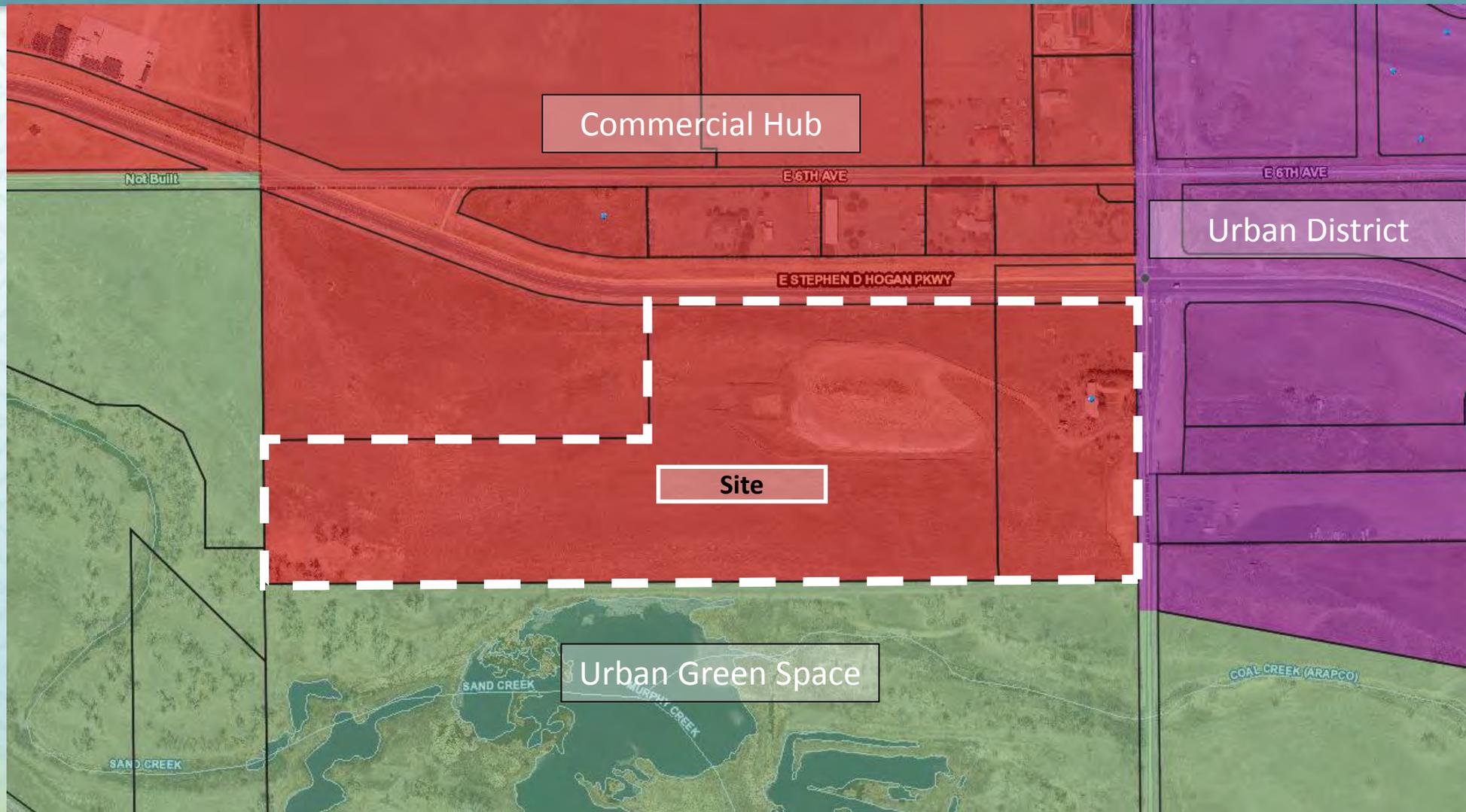
# VICINITY MAP



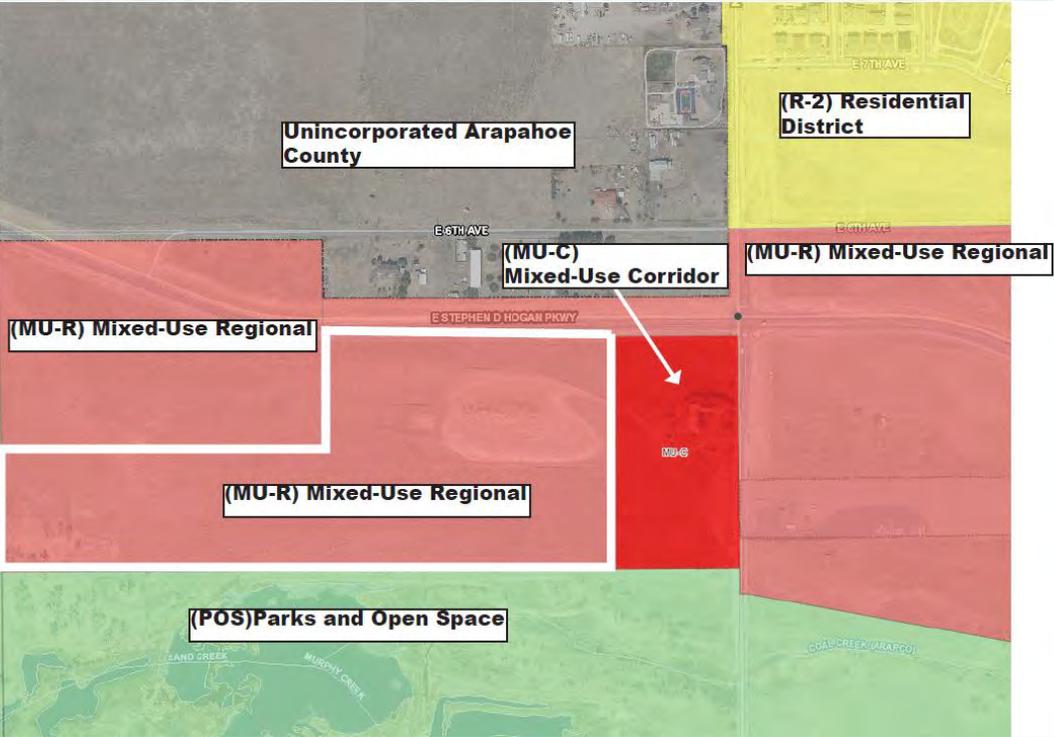
# AERIAL



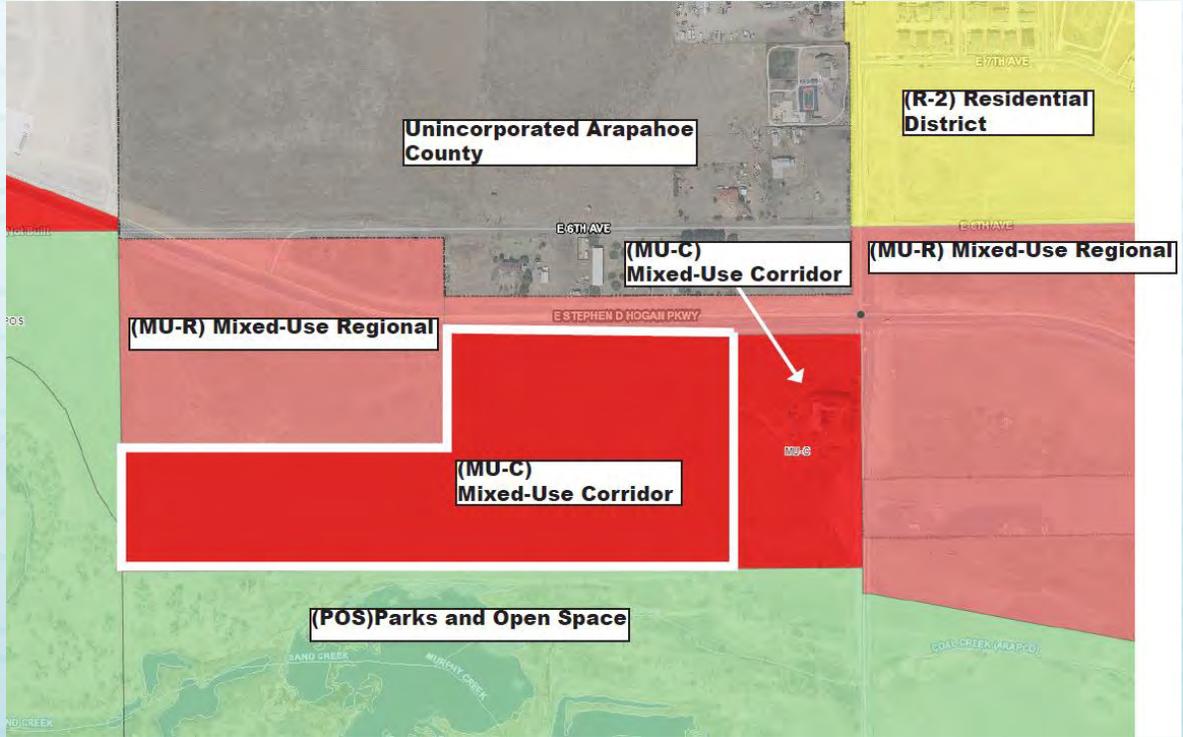
# COMPREHENSIVE PLAN



# ZONING MAP



Current Zoning

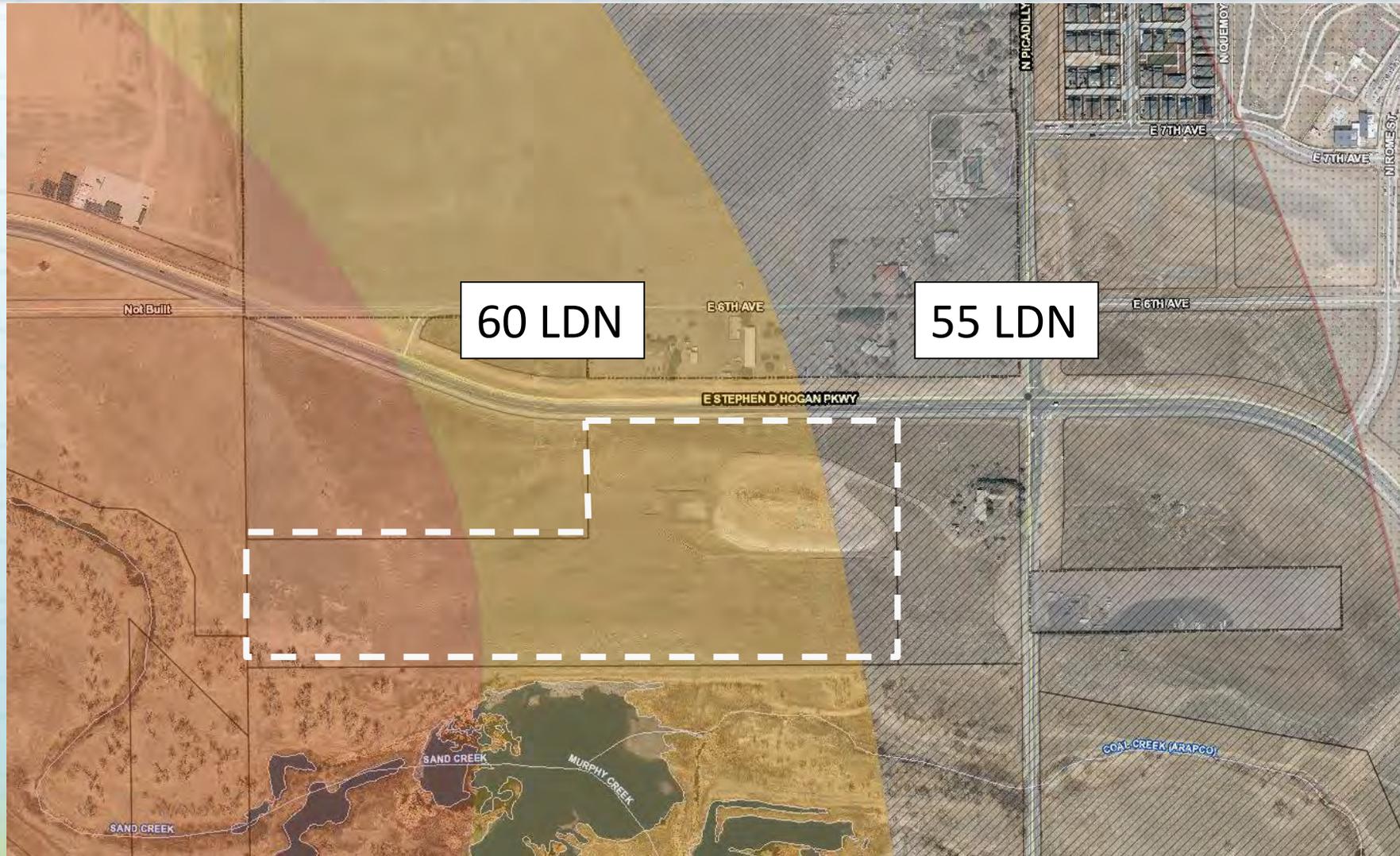


Proposed Zoning

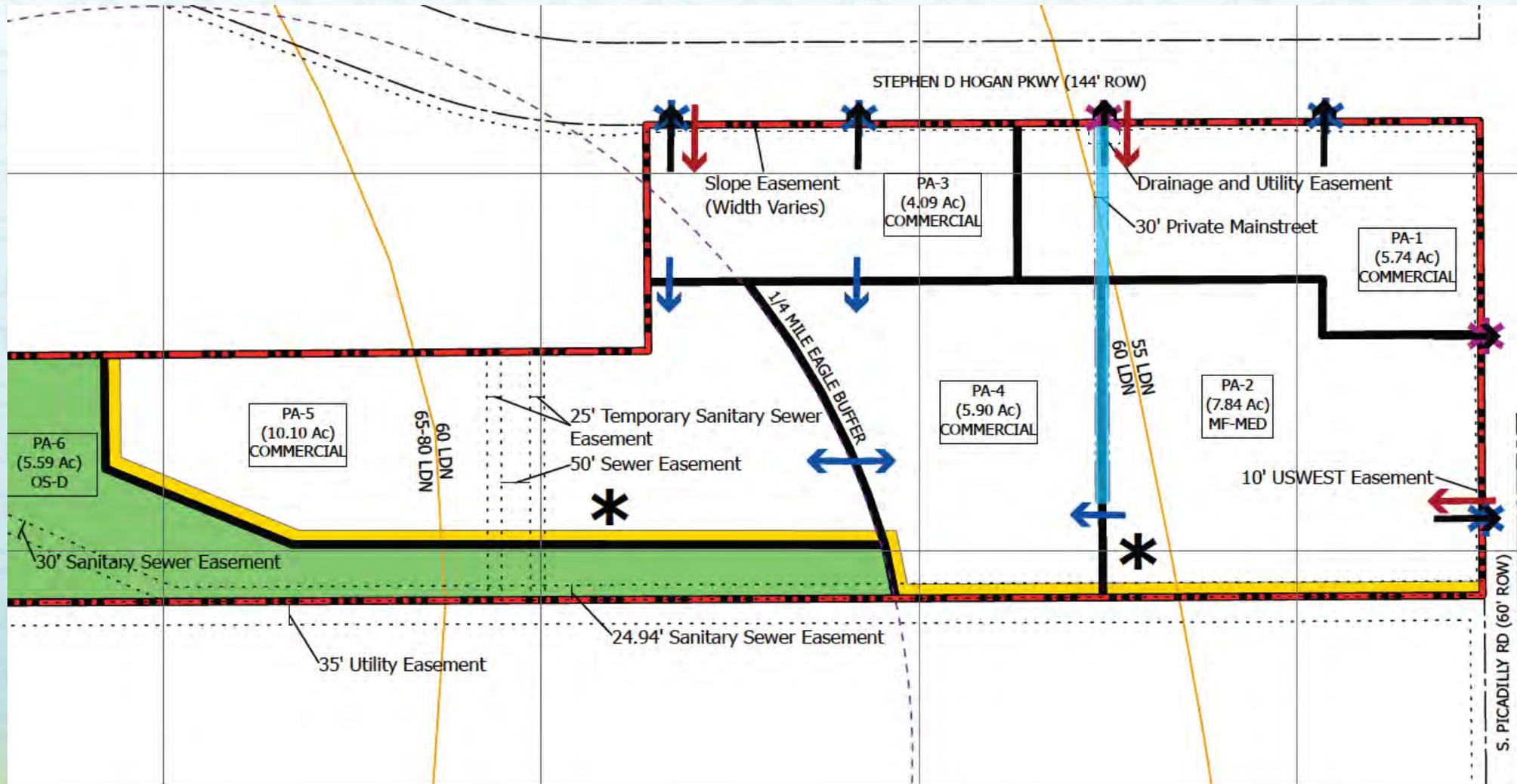
# ISSUES RESOLVED

- **Airport Influence District**
- **Anticipated Lot Layout**

# AIRPORT INFLUENCE DISTRICT



# ANTICIPATED PARCEL DESIGNATION



# APPROVAL CRITERIA

Does the City Council wish to approve the Zoning Map Amendment from the MU-R District to the MU-C District?

ORDINANCE NO. 2023- \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING A PARCEL OF LAND MEASURING 31.28 ACRES, MORE OR LESS, LOCATED WITHIN SUBAREA C, ALONG STEPHEN D HOGAN PARKWAY AND WEST OF PICADILLY ROAD, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO FROM MIXED-USE REGIONAL DISTRICT (MU-R) TO MIXED-USE CORRIDOR DISTRICT (MU-C) AND AMENDING THE ZONING MAP ACCORDINGLY (EAGLE RIDGE ZONING MAP AMENDMENT)

WHEREAS, the applicant, Equity Ventures, has requested that 31.28 acres of land, more or less, located within Subarea C, along Stephen D Hogan Parkway and west of Picadilly Road, City of Aurora, County of Adams, State of Colorado, be rezoned from Mixed-Use Regional District (MU-R) to Mixed-Use Corridor District (MU-C); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the rezoning of property within the City of Aurora, Colorado (the “City”), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on July 12, 2023, following a public hearing, the Planning and Zoning Commission voted unanimously (5-0) to recommend the rezoning of the parcel.

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

Section 1. City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the property.

Section 2. The parcel, as more particularly described in “Exhibit A” attached hereto and incorporated herein, is zoned Mixed-Use Corridor District (MU-C) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved are hereby repealed only to the extent of such

conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
RACHEL ALLEN, Client Group Manager

EXHIBIT A

A ZONING PARCEL SITUATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., AS BEARING NORTH 89°43'32" EAST, AND MONUMENTED BY A 3" BRASS CAP, IN RANGE BOX, LS 16419, AT THE WEST AND MONUMENTED BY A 3-1/4" ALUMINUM CAP, LS 36053, AT THE EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M.; THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 11, SOUTH 00°31'08" EAST, 384.00 FEET; THENCE SOUTH 89°43'37" WEST, 30.00 FEET, TO A POINT ON THE EAST LINE OF THE PARCEL DESCRIBED AT RECEPTION NUMBER B8073665, AT ARAPAHOE COUNTY, COLORADO, CLERK AND RECORDER, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF E. STEPHEN D. HOGAN PKWY. RIGHT-OF-WAY, RECORDED AT RECEPTION NUMBER D7104092, AT ARAPAHOE COUNTY, COLORADO, CLERK AND RECORDER, THENCE ALONG THE SOUTH LINE OF SAID E. STEPHEN D. HOGAN PKWY. RIGHT-OF-WAY, SOUTH 89°43'37" EAST, 417.70 FEET, TO A POINT ON THE EAST LINE OF A PARCEL DESCRIBED AT RECEPTION NUMBER B8007038, AT ARAPAHOE COUNTY, COLORADO, CLERK AND RECORDER, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG THE WEST LINE OF THE ZONE PARCEL DESCRIBED AT RECEPTION NUMBER E1007239, AT ARAPAHOE COUNTY, COLORADO, CLERK AND RECORDER, SOUTH 00°31'08" EAST, 831.53 FEET;

THENCE ALONG THE SOUTH, WEST, AND NORTH LINES OF A PARCEL DESCRIBED AT RECEPTION NUMBER B8007038, AT ARAPAHOE COUNTY, COLORADO, CLERK AND RECORDER, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. SOUTH 89°43'35" WEST, 2192.68 FEET;
2. THENCE NORTH 00°40'13" WEST, 432.23 FEET;
3. THENCE NORTH 89°43'35" EAST, 1155.52 FEET;
4. THENCE NORTH 00°31'08" WEST, 399.31 FEET, TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED E. STEPHEN D. HOGAN PKWY. RIGHT-OF-WAY, DESCRIBED AT RECEPTION NUMBER D7104092;

THENCE ALONG THE SOUTH LINE OF SAID E. STEPHEN D. HOGAN PKWY. RIGHT-OF-WAY, NORTH 89°43'37" EAST 1038.30 FEET, TO THE POINT OF BEGINNING.

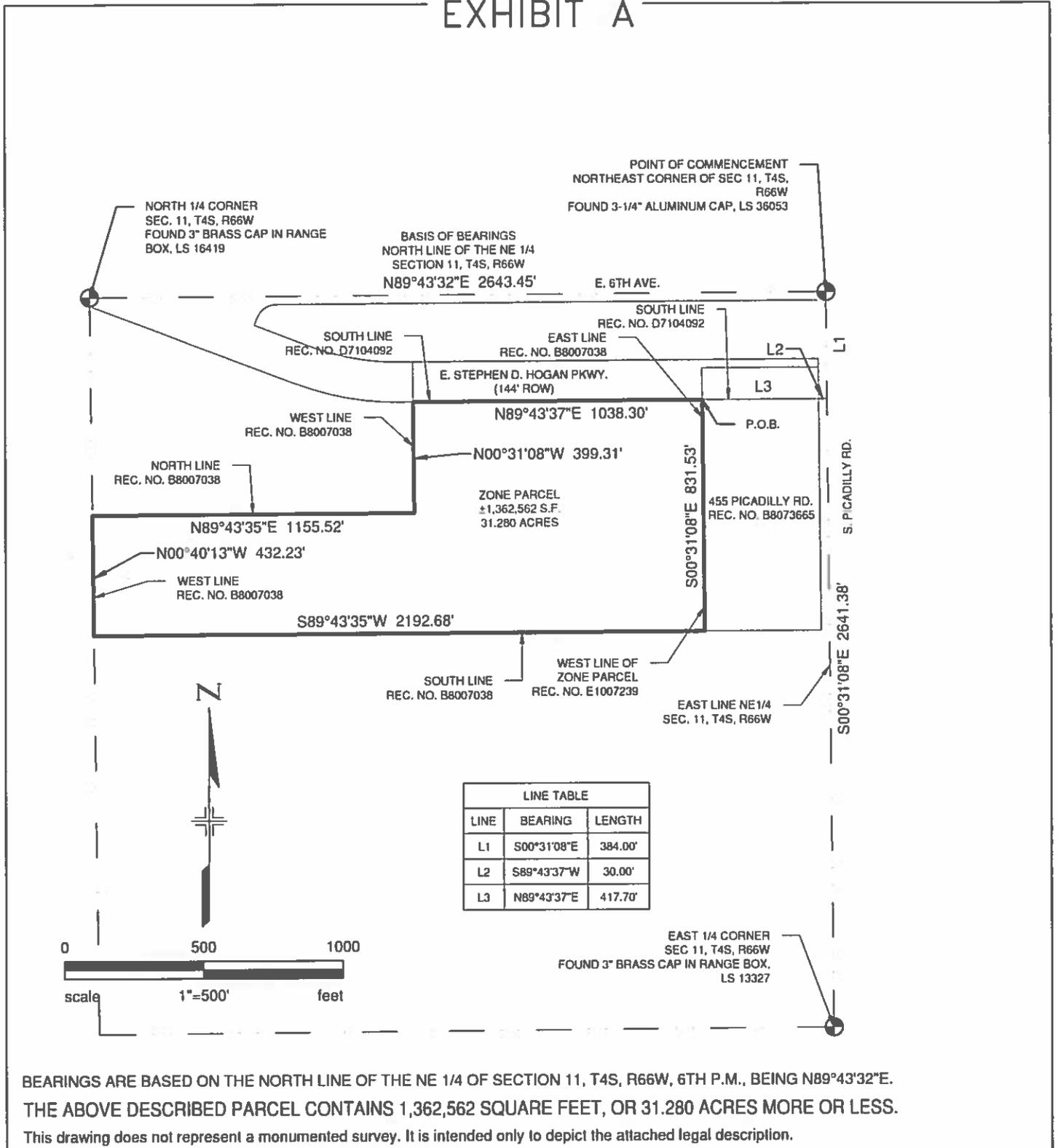
SAID PARCEL CONTAINS 1,362,562 SQUARE FEET, OR 31.280 ACRES MORE OR LESS.

*Michael David Lang*

MICHAEL DAVID LANG, PROFESSIONAL LAND SURVEYOR  
COLORADO REGISTRATION NO. 37053  
RIDGETOP ENGINEERING AND SURVEYING  
541 E. GARDEN DR., UNIT N  
WINDSOR CO, 80550  
(970) 663-4552



ILLUSTRATION FOR  
EXHIBIT A



BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 11, T4S, R66W, 6TH P.M., BEING N89°43'32"E.  
 THE ABOVE DESCRIBED PARCEL CONTAINS 1,362,562 SQUARE FEET, OR 31.280 ACRES MORE OR LESS.  
 This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

<b>CITY OF AURORA, COLORADO</b>			A ZONING PARCEL SITUATED IN THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO
DRAWN BY: BA	SCALE: 1" = 500'	R.O.W. FILE NUMBER -	
CHECKED BY: MM	DATE: 01/26/2023	JOB NUMBER: 22-064-023	

# CLOSURE FOR EXHIBIT A

Mapcheck 2: zone1a  
 Closure Summary  
 Precision, 1 part in: 890805.4279'  
 Error distance: 0.0068'  
 Error direction: S17° 32' 27.1649"W  
 Area: 31.280acres  
 Square area: 1362561.546  
 Perimeter: 6049.5700'  
 Point of Beginning  
 Easting: 3214760.4277'  
 Northing: 1689691.5378'  
 Side 1: Line  
 Direction: S00° 31' 08.0000"E  
 Angle: [-000°31'08.00"]  
 Deflection angle: {179°28'52.00"}  
 Distance: 831.5300'  
 Easting: 3214767.9582'  
 Northing: 1688860.0419'  
 Side 2: Line  
 Direction: S89° 43' 35.0000"W  
 Angle: [-089°45'17.00"]  
 Deflection angle: [090°14'43.00"]  
 Distance: 2192.6800'  
 Easting: 3212575.3032'  
 Northing: 1688849.5710'  
 Side 3: Line  
 Direction: N00° 40' 13.0000"W  
 Angle: [-090°23'48.00"]  
 Deflection angle: [089°36'12.00"]  
 Distance: 432.2300'  
 Easting: 3212570.2469'  
 Northing: 1689281.7714'  
 Side 4: Line  
 Direction: N89° 43' 35.0000"E  
 Angle: [-089°36'12.00"]  
 Deflection angle: [090°23'48.00"]  
 Distance: 1155.5200'  
 Easting: 3213725.7537'  
 Northing: 1689287.2895'  
 Side 5: Line  
 Direction: N00° 31' 08.0000"W  
 Angle: [089°45'17.00"]  
 Deflection angle: [-090°14'43.00"]  
 Distance: 399.3100'  
 Easting: 3213722.1375'  
 Northing: 1689686.5831'  
 Side 6: Line  
 Direction: N89° 43' 37.0000"E  
 Angle: [-089°45'15.00"]  
 Deflection angle: [090°14'45.00"]  
 Distance: 1038.3000'  
 Easting: 3214760.4257'  
 Northing: 1689691.5314'

BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 11, T4S, R66W, 6TH P.M., BEING N89°43'32"E.  
 THE ABOVE DESCRIBED PARCEL CONTAINS 1,362,562 SQUARE FEET, OR 31.280 ACRES MORE OR LESS.  
 This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

<b>CITY OF AURORA, COLORADO</b>			A ZONING PARCEL SITUATED IN THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST, OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO
<b>DRAWN BY:</b> BA	<b>SCALE:</b> 1" = 500'	<b>R.O.W. FILE NUMBER</b> -	
<b>CHECKED BY:</b> MM	<b>DATE:</b> 01/26/2023	<b>JOB NUMBER:</b> 22-064-023	



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Revision to Exhibits A and D of the Operator Agreement with Axis Exploration LLC
<b>Item Initiator:</b> Jeffrey S. Moore, Manager, Energy and Environment Division
<b>Staff Source/Legal Source:</b> Jeffrey Moore, Manager, Energy and Environment Division / Dave Scott, Assistant City Attorney
<b>Outside Speaker:</b> Dan Harrington, Asset Development Lead, Civitas Resources
<b>Council Goal:</b> 2012: 6.4--Provide appropriate stewardship of natural resources to ensure long-term sustainability for the city

### COUNCIL MEETING DATES:

**Study Session:** 7/24/2023

**Regular Meeting:** N/A

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

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

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

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

A PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF REVISIONS TO EXHIBITS A AND D OF THE AXIS EXPLORATION, LLC OPERATOR AGREEMENT  
 Jeffrey Moore, Manager, Energy and Environment Division / Dave Scott, Assistant City Attorney  
 Outside Speaker: Dan Harrington, Asset Development Lead, Civitas Resources

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Planning & Economic Development

**Policy Committee Date:** 7/12/2023

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

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

---

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

On July 24, 2019, the city signed an oil and gas Operator Agreement with Axis Exploration, LLC. Axis is a wholly-owned subsidiary of Civitas Resources. The Operator Agreement approved the location of four (4) Well Sites, with a total of eighty (80) wells, and a requirement to begin drilling by December 31, 2024. The Well Sites are in the general vicinity of 64<sup>th</sup> Avenue and Harvest Road. None of the Well Sites have been drilled to date.

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

Axis Exploration, through Civitas Resources, is requesting changes to Exhibits A and D of the Operator Agreement. These exhibits describe the Well Sites on a map and spreadsheet. Specifically, Axis is requesting to cancel and remove the approval of two (2) Well Sites, and eliminate forty (40) wells from the Operator Agreement. Axis is requesting to add one (1) Future Well Site, which will contain eighteen (18) wells, near one of the canceled Well Sites.

Axis is requesting an extension of the Development Term to begin drilling by August 13, 2026. The original Development Term was five (5) year, ending December 31, 2024. The Operator Agreement specifies that Future Well Sites will have an additional five (5) year Development Term, but Axis agreed to Staff's request for a shorter term.

Axis is requesting an exemption to use trucks to haul produced water instead of a pipeline. All other produced products (crude oil and natural gas) will be transported by pipeline, and all fresh water for use in completions phase operations will be transported by pipeline.

The Energy & Environment Division is supportive of this request for the following reasons:

1. Axis Exploration is in good standing with the City and with the Energy & Environment Division. They are in compliance with all provisions of the Operator Agreement. They have demonstrated excellent communication with the City and remain easy to work with.
2. The total number of Well Sites will be reduced, which decreases the total impact on the City, the public, and the environment.
3. The total number of New Wells will be reduced, which reduces the cumulative impact on the City, the public, and the environment.
4. The specific changes proposed will increase the protection of the environment by avoiding drainages and reducing emissions because fewer wells will be drilled.
5. The proposed changes have the support of the surface owner of the lands.
6. The Operator Agreement requires Axis to receive approval from the City Council after a public hearing for revisions to Exhibits A and D, and Axis has proactively reached out to the City to initiate this revision.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

N/A

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

None. All impacts can be addressed with current FTE work flow.

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**QUESTIONS FOR COUNCIL**

Does Council wish to support this Resolution, approving amendments to Exhibits A and D to the Axis Exploration Operator Agreement, and reducing surface impacts from oil and gas operations within the city?

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**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. All ordinances and resolutions shall be confined to one subject except in case of repealing ordinances, and ordinances making appropriations shall be confined to the subject of appropriations. (City Charter Sec. 5-1). Revisions to the Operator Agreement ("OA") may be made by an instrument agreed to by both parties, Aurora and Axis Exploration LLC, and approved by the City Council following a public hearing. (Axis OA at Section 20). (Scott)



CIVITAS

# Aurora-Axis Exploration LLC Oil and Gas Operator Agreement

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Application for Amendment  
July 2023

# Agenda

01

Summary

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02

Overview Map

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03

Updated Exhibit A and D

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04

Deuce-area detail map

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05

Legacy Well Re-entries

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# Summary

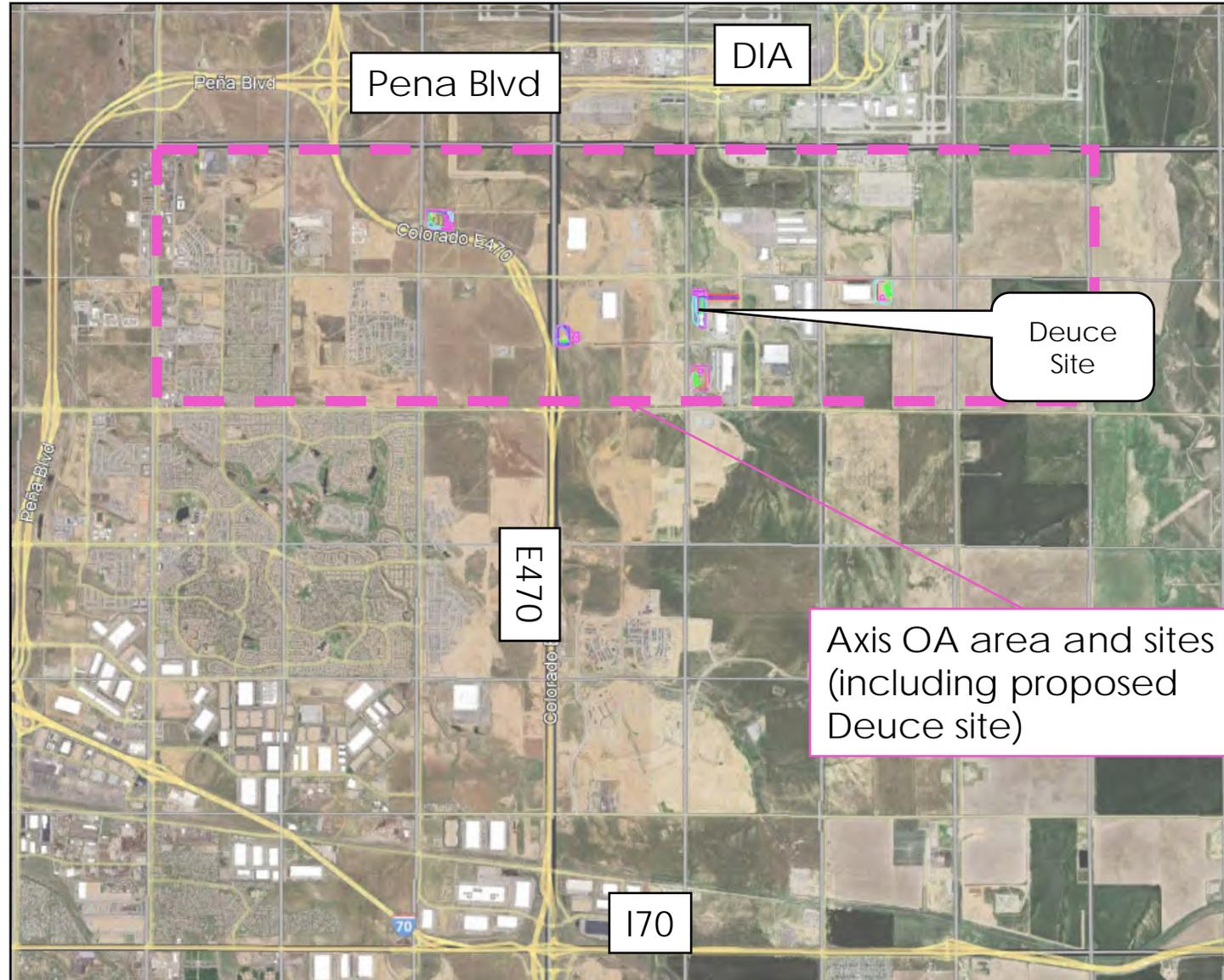
Axis Exploration LLC (a wholly owned subsidiary of Civitas Resources Inc) is seeking to amend the Aurora-Axis Operator Agreement, adding one new site (18 wells) and eliminating two offset sites (originally approved for 40 wells). The net effect on the Operator Agreement and Development Plan will be 1x fewer site and 22x fewer wells.

The new Well Site, Deuce, is requested via the "Future Well Sites" mechanism described in Section 7.B.ii of the Operator Agreement and will be added to Exhibits A and D of the Agreement. No changes are proposed to any contractual language of the Operator Agreement.

Axis agrees to construct the Deuce site and spud the wells within three years of the effective date of this Amendment

Axis also requests an exemption to the requirement for produced water takeaway by pipeline (in Section 4 of the OA) for the Deuce Well Site, allowing for trucked produced water takeaway during the Production Phase.

# Overview Map



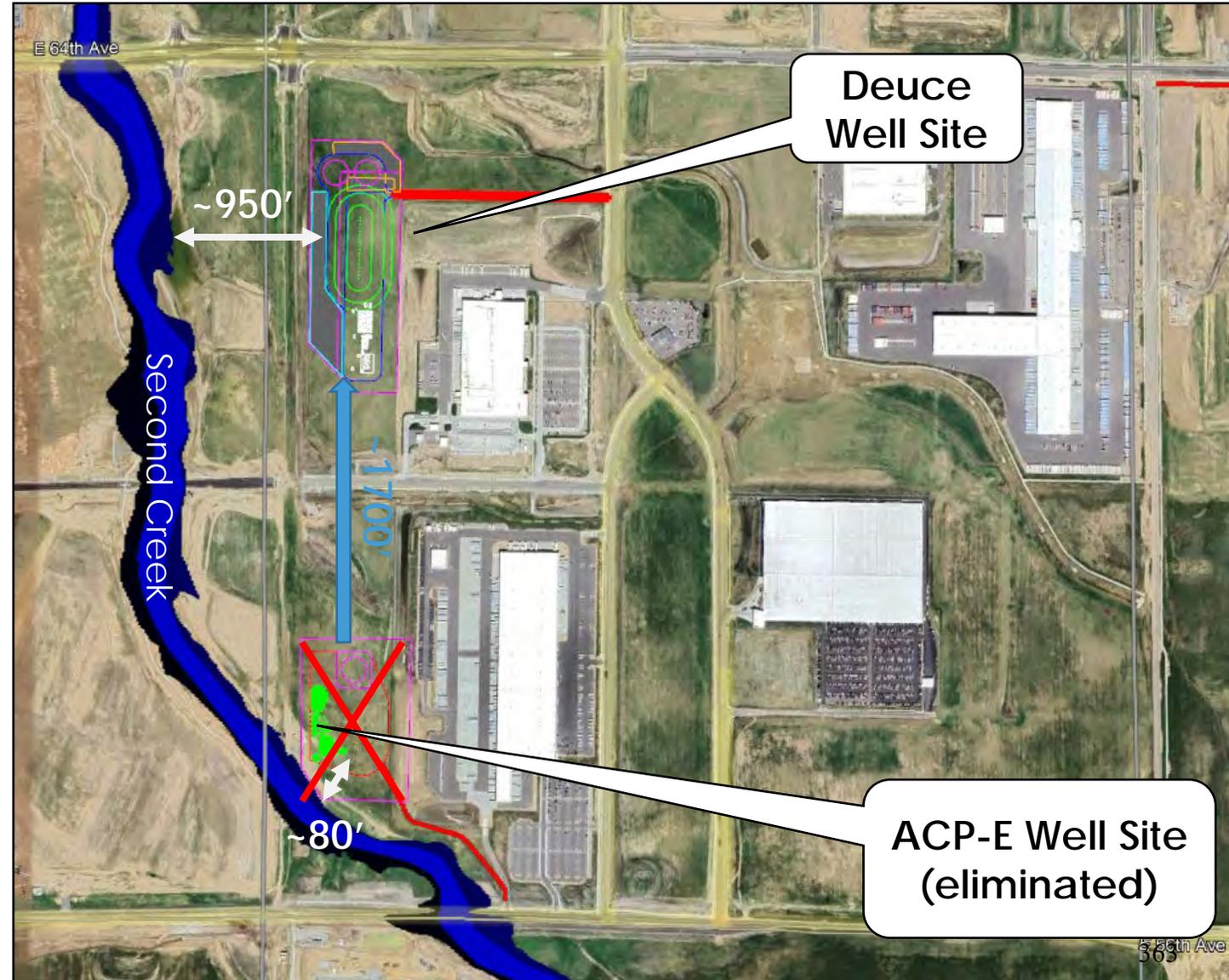
# Deuce Well Site Detail Map

## Proposed Site

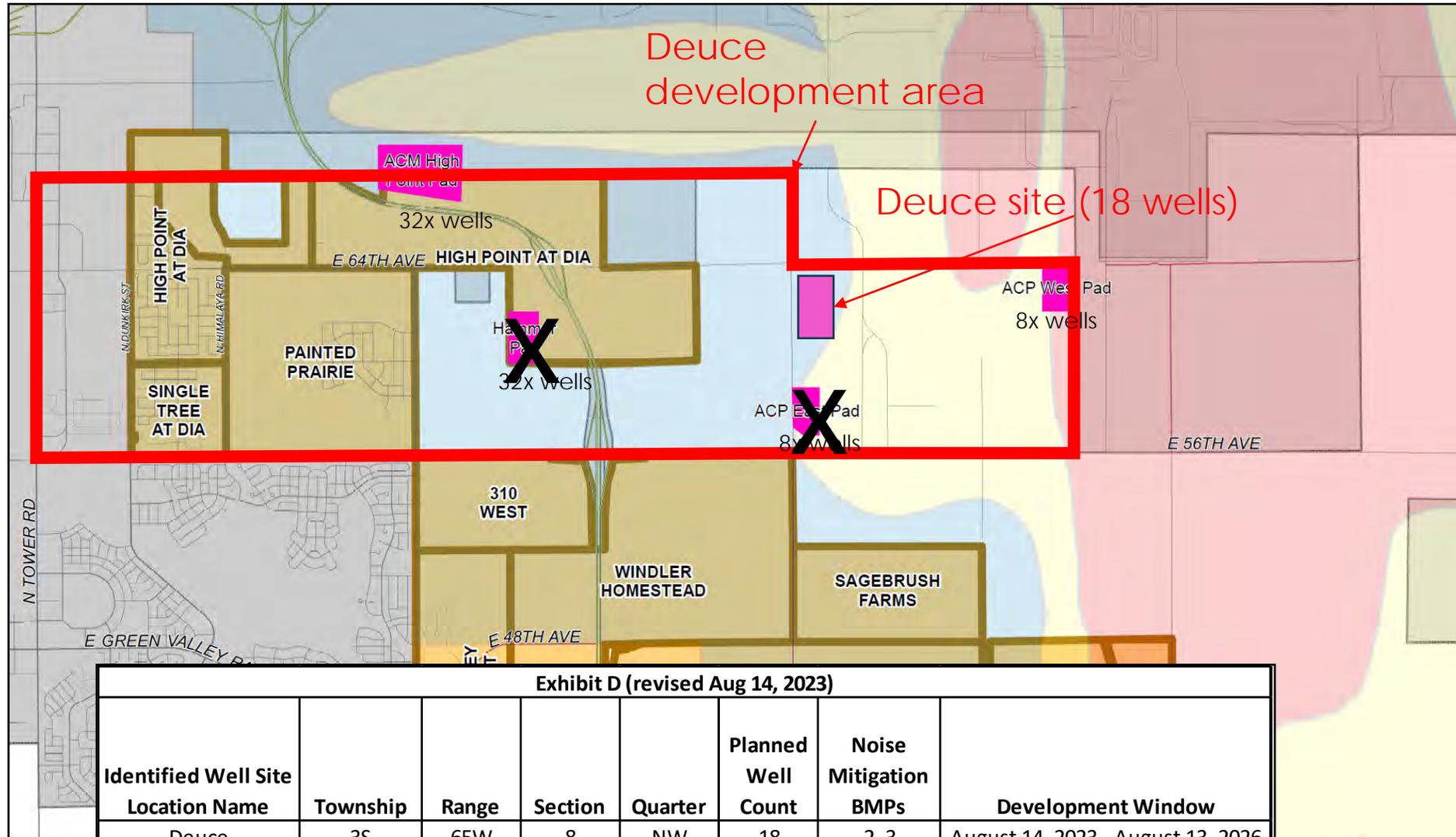
- The proposed Deuce Well Site is located near the original Axis ACP-E site, shifted ~1/3 mile northward

## Benefits

- The Deuce Well Site accommodates more wells than the original ACP-E site, allowing elimination of an additional offset site (Axis Hammer, 32 wells) in addition to the ACP-E site (8 wells)
- The Deuce Well Site has dramatically improved setback from nearby Second Creek, an MHFD designated stream
- The Deuce Well Site will also be farther from the planned residential development south of 56<sup>th</sup> Ave
- Longer lateral lengths (up to 4 miles) allow for development of a larger area from a smaller surface footprint
- The Deuce Well Site plan has been designed in consultation with the surface owner, and fits with their surface development plans



# Updated Exhibits A and D



**Exhibit D (revised Aug 14, 2023)**

Identified Well Site					Planned Well Count	Noise Mitigation BMPs	Development Window
Location Name	Township	Range	Section	Quarter			
Deuce	3S	65W	8	NW	18	2, 3	August 14, 2023 - August 13, 2026
ACM Highpoint	3S	66W	1	SW	32	2, 3	June 3, 2019 - December 31, 2024
ACP 9W	3S	65W	9	NW	8	2, 3	June 3, 2019 - December 31, 2024

# Legacy Well Re-Plugging

As part of its development plan for the area, Civitas will evaluate legacy non-operated Plugged and Abandoned wells for re-plugging requirements. Civitas has already re-plugged two wells in the area, with an additional four scheduled for 2023. Beyond those six wells, an additional 12 re-plugging candidates exist in the area, and will be evaluated prior to development of the Deuce Well Site. Initial scouting indicates an additional seven, at minimum, will require mitigation.

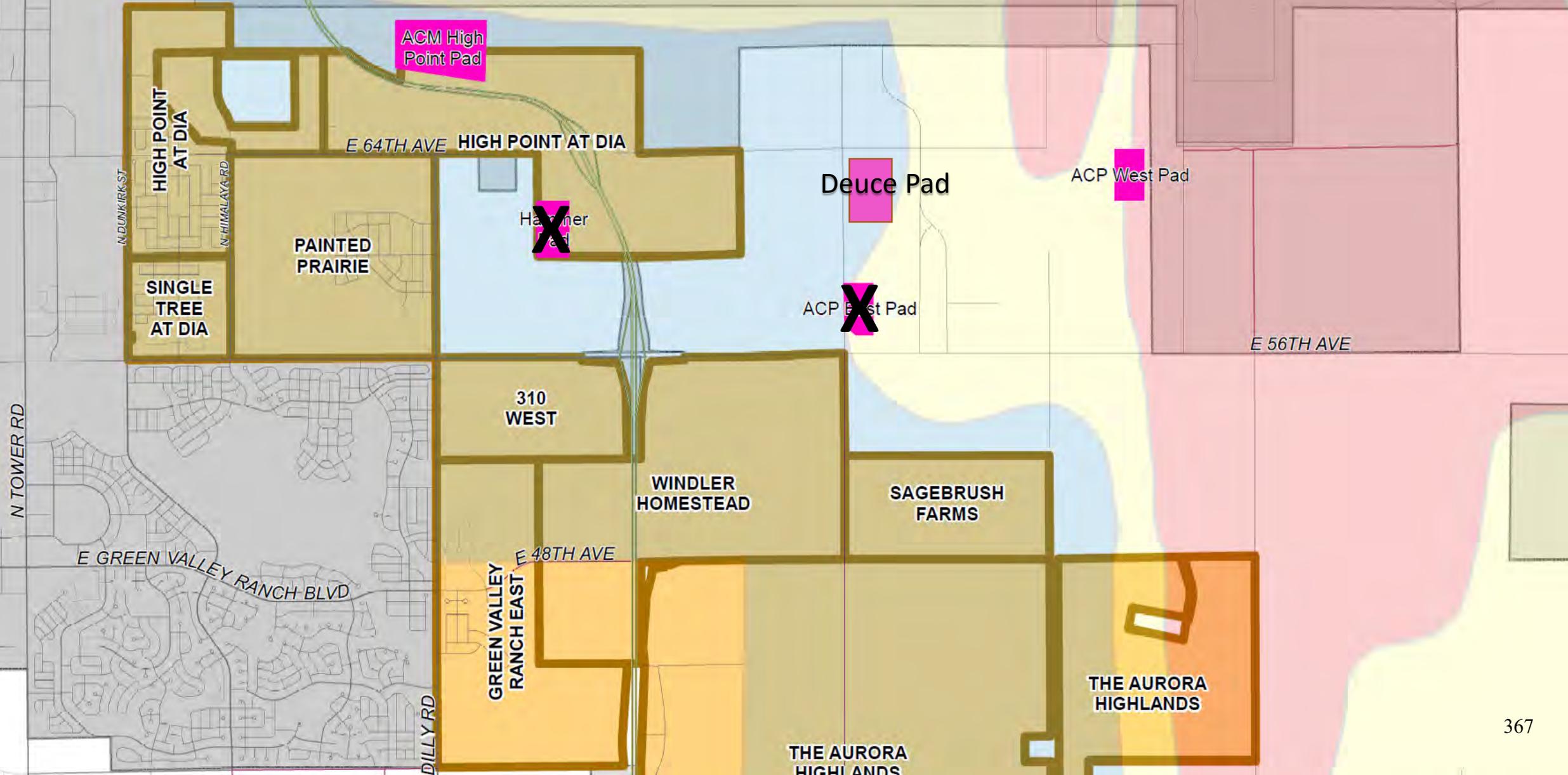
Civitas will continue to remain responsive to surface development in the area, and will accelerate evaluation and re-entry in response, as appropriate

	API	Well_Title	Status	Section	Township	Range	Latitude	Longitude	Notes
2	05-005-06508	1-4 C.C.I.A.S. 2	PA	4	4S	64W	39.73737	-104.5622482	re-plugged 2022, Civitas
3	05-001-05050	1 MCVEY	PA	17	3S	65W	39.7964	-104.6945877	re-plugged 2022, Civitas
4	05-001-08537	7-44 BASS BOX ELDER FARMS	PA	7	3S	65W	39.81088	-104.6991425	On Civitas re-plugging schedule for 2023
5	05-001-05084	1 UPRR	PA	7	3S	65W	39.81097	-104.6992416	On Civitas re-plugging schedule for 2023
6	05-001-08328	6-32 BOX ELDER FARMS	PA	6	3S	65W	39.81454	-104.7038345	On Civitas re-plugging schedule for 2023
7	05-001-06479	1 BOX ELDER FARMS CO	PA	6	3S	65W	39.81456	-104.7039261	On Civitas re-plugging schedule for 2023
8	05-001-05102	1 U P MONAGHAN	PA	5	3S	65W	39.81457	-104.689827	will be re-plugged prior to development, timing TBD
9	05-001-07476	1-A MONAGHAN FARMS 24B-5	PA	5	3S	65W	39.81547	-104.6886368	will be re-plugged prior to development, timing TBD
10	05-001-08350	15-7 UPRR	PA	7	3S	65W	39.80002	-104.7039871	will be re-plugged prior to development, timing TBD
11	05-001-05085	1 MONAGHAN	PA	8	3S	65W	39.81097	-104.6945419	will be re-plugged prior to development, timing TBD
12	05-001-06585	1 MONAGHAN-BOXELDER	PA	8	3S	65W	39.80735	-104.6945572	will be re-plugged prior to development, timing TBD
13	05-001-07816	1-8 BOX ELDER FARM CO	PA	8	3S	65W	39.8073	-104.6851044	will be re-plugged prior to development, timing TBD
14	05-001-05098	2 BOX ELDER	PA	1	3S	66W	39.81449	-104.7178726	will be re-plugged prior to development, timing TBD
15	05-001-05066	2 MONAGHAN	PA	8	3S	65W	39.80457	-104.6957474	to be evaluated
16	05-001-07099	A-1 KAHN	PA	8	3S	65W	39.80002	-104.6804123	to be evaluated
17	05-001-05114	1 BOX ELDER FARMS	PA	1	3S	66W	39.81816	-104.7272339	to be evaluated
18	05-001-05101	1 BAXTER	PA	2	3S	66W	39.8146	-104.750824	to be evaluated
19	05-031-08874	1 EDWARD ROLAND HOYT	PA	15	3S	66W	39.79646	-104.7557526	to be evaluated

# Thank You



CIVITAS



**Exhibit D (revised Aug 14, 2023)**

<b>Identified Well Site Location Name</b>	<b>Township</b>	<b>Range</b>	<b>Section</b>	<b>Quarter</b>	<b>Planned Well Count</b>	<b>Noise Mitigation BMPs</b>	<b>Development Window</b>
Deuce	3S	65W	8	NW	18	2, 3	August 14, 2023 - August 13, 2026
ACM Highpoint	3S	66W	1	SW	32	2, 3	June 3, 2019 - December 31, 2024
ACP 9W	3S	65W	9	NW	8	2, 3	June 3, 2019 - December 31, 2024



July 5, 2023

**VIA EMAIL – NO ORIGINAL TO FOLLOW**

City of Aurora  
City of Attorney’s Office – Attn: City Attorney  
Oil & Gas Division – Attn: Jeffrey Moore  
15151 E. Alameda Parkway, #5300  
Aurora, CO 80012  
[dbrotzma@auroragov.org](mailto:dbrotzma@auroragov.org)  
[jmoore@auroragov.org](mailto:jmoore@auroragov.org)

RE: Axis Exploration, LLC Oil and Gas Operator Agreement  
Future Well Sites – Amendment to Exhibit A and Exhibit D

Dear Mr. Brotzman and Mr. Moore,

Axis Exploration, LLC (“Axis”), a wholly owned subsidiary of Civitas Resources, Inc., respectfully submits this request to amend Exhibit A and Exhibit D of the Axis Exploration, LLC Oil and Gas Operator Agreement dated July 24, 2019 (“Operator Agreement”). This amendment request is a result of Civitas’ detailed evaluation and analysis of the Axis Operator Agreement Well Sites listed in Exhibit A and Civitas’ intent to reduce impacts within the Operator Agreement boundaries by minimizing our surface usage and more-efficiently developing resources in the area.

Section 7.B.ii. of the Operator Agreement provides that “Operator’s development of New Wells at “Future Well Sites” may occur upon the effective date of an amendment to this Agreement, approved by City Council resolution following a public hearing, that adds any such Future Wells Sites to Exhibit A and Exhibit D and will be subject to a 5-year Development Term from the effective date of the amendment. Any prior Well Sites that have been approved by City Council will not be subject to further review by City Council upon an amendment to Exhibit A and Exhibit D. Upon any such amendment to Exhibit A and Exhibit D, any Future Well Sites added to Exhibit A and Exhibit D shall become a Well Site under this Agreement.”

In compliance with Section 7.B.ii Axis has attached an updated Exhibit A and Exhibit D that serves to amend the current Well Sites (as defined in Section 7.B.i.) governed by the Operator Agreement. Due to Axis’ revised development plans within the Operator Agreement boundary, Axis will voluntarily forego the development of 2 Well Sites and 40 horizontal wells listed on Exhibit A and Exhibit D by seeking City Council approval of one new Well Site (Deuce) and 18 horizontal wells on the amended exhibits. Acknowledging the pending surface development in the area, Axis will further commit to constructing the Deuce site and spudding the wells within three years of the effective date of the amendment to Exhibit A and Exhibit D which, if approved at the August 2023 City Council meeting, would be in August 2026. Axis will also commit to evaluating the integrity

of all of the numerous legacy Plugged and Abandoned wells within the development area of the Deuce site, and re-plugging those wells as appropriate.

Axis further confirms that the new Deuce Well Site is subject to the Best Management Practices (“BMPs”) identified on Exhibit B, with one exception. Axis requests an exception to an element of Section 4 of Exhibit B, specific to the piping of produced water from the new site during the Production Phase. The Produced Water takeaway plan originally conceived as part of the 2019 Operator Agreement was predicated upon the permitting, construction, and operation of a Class II underground injection well within the City of Aurora in T3S-R64W. That disposal well is currently regulatorily and operationally infeasible, as would be the construction of 10s of miles of pipeline to the nearest disposal well in Weld Co. Axis’s intention will be to transport produced water via truck, consistent with other operations in Aurora. Axis believes that this minor exception request (as allowed under Section 51 of Exhibit B) to Section 4 of Exhibit B will have a material benefit to public health, safety, welfare, and environment as contemplated in Section 12 of the Operator Agreement.

Finally, Axis confirms that the new Well Site does not trigger Section 14 of the Operator Agreement as it is not within 500 feet of a Water Source or Critical Infrastructure (as defined in the Operator Agreement) or within one mile of an existing or planned City reservoir (the “Increased Security Zone”).

Based on the foregoing, Axis respectfully requests that the City of Aurora accept and approve the proposed amendment to Exhibit A and Exhibit D. Please contact me after your review with any questions you may have and to schedule a meeting to discuss this request in greater detail. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Harrington', is written over a horizontal line. The signature is fluid and cursive.

Dan Harrington  
Asset Development Lead

Enclosures: Exhibit A (Map of Well Sites)  
Exhibit D (Table of Well Sites, Location and Development Term)  
Draft Presentation Slide Deck

RESOLUTION NO. R2023- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF REVISIONS TO EXHIBITS A AND D OF THE AXIS EXPLORATION, LLC OPERATOR AGREEMENT

WHEREAS, Axis Exploration, LLC ("Axis") entered into an Operator Agreement with the City of Aurora ("City") on July 24, 2019; and

WHEREAS, Exhibits A and D of the Operator Agreement provide for specific New Wells and Well Sites within the City; and

WHEREAS, Axis seeks to revise Exhibits A and D of the Operator Agreement to reduce the number of total New Wells and total Well Sites; to cancel two (2) previously-approved Well Sites; to add an additional Future Well Site with eighteen (18) New Wells to avoid an existing drainage and to align with surface owner plans; and, to better protect public health, safety, welfare, the environment, and wildlife resources; and

WHEREAS, while Article I.7.B.ii of the Operator Agreement provides a five (5) year Development Term for Future Well Sites, Axis has voluntarily agreed to a reduction of the Development Term to three (3) years from the date of approval of this resolution for the new Future Well Site; and

WHEREAS, Axis has requested an exception to Best Management Practice ("BMP") #4 of the Operator Agreement that would require it to use a pipeline to transport produced water from the Future Well Site due to practical and operational infeasibility, while all other terms of BMP #4 would remain valid for the New Well Site; and

WHEREAS, notice for the public hearing shall be provided pursuant to Aurora City Code Section 135-7(c).

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

Section 1. The revisions to Exhibits A and D of the Operator Agreement between Axis and the City are 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.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

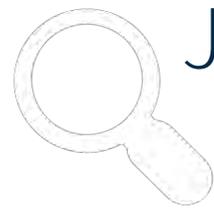
\_\_\_\_\_  
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

*David Scott* <sup>RLA</sup>  
\_\_\_\_\_  
DAVE SCOTT, Assistant City Attorney

# City of Aurora, Colorado

City Council Study Session



July 24, 2023

Axis Exploration LLC

Amendment of Exhibits A & D



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

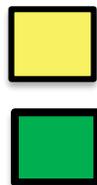
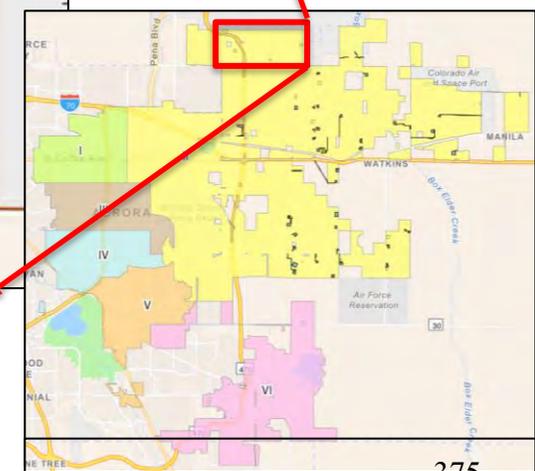
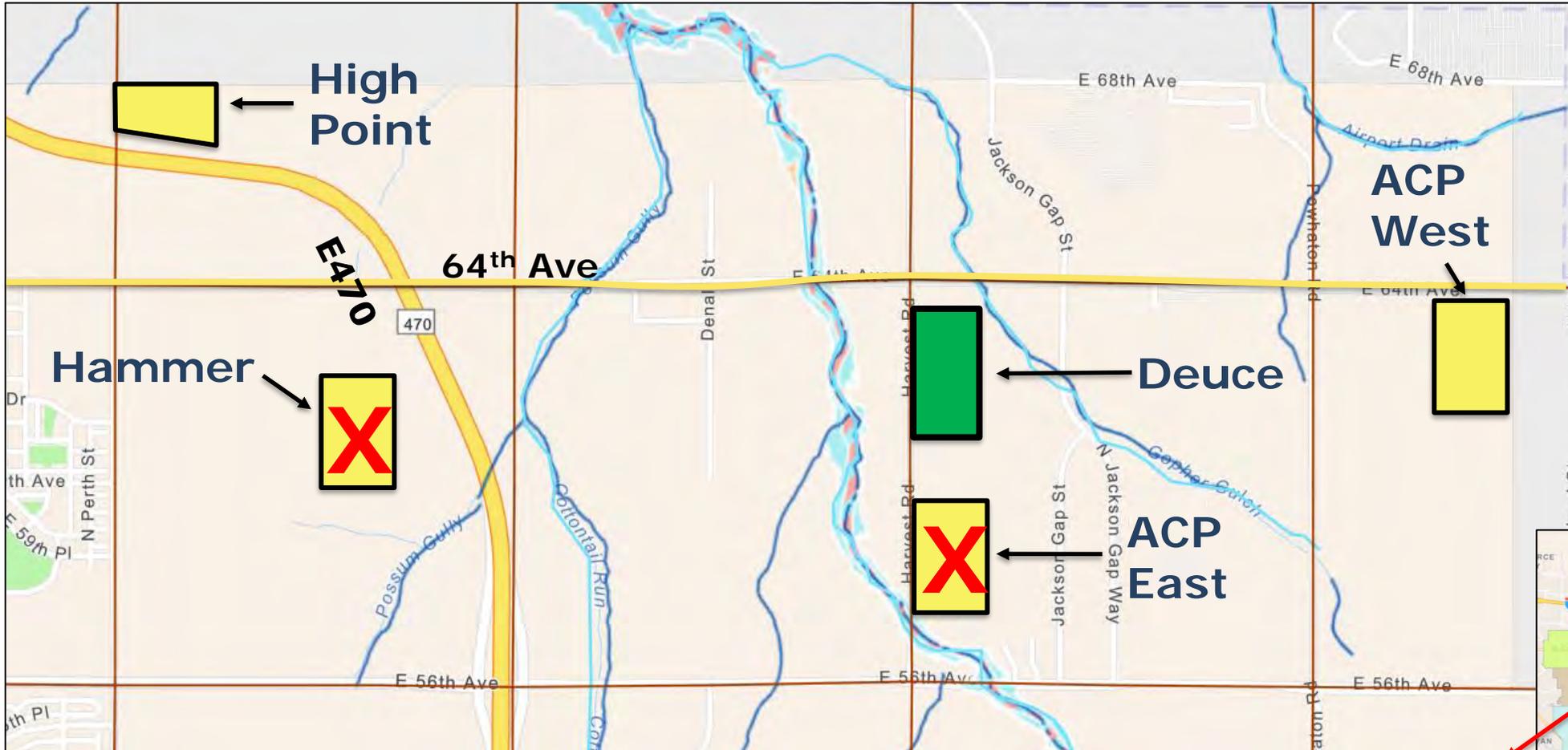
*We steward access to the natural resources under our authority with integrity and respect for our people, businesses, and the environment.*

# Background

- Operator Agreement signed with Axis Exploration on July 24, 2019
- Vested 4 Well Sites with a total of 80 wells
  - No Well Sites or Wells have been constructed
- Operator Agreement allows revisions to wells and Well Sites, after a Public Hearing at City Council
- Axis is requesting changes to Well Sites within the same geographical area and targeting the same minerals as described in the Operator Agreement



# Overview – Well Sites



OA Well Site

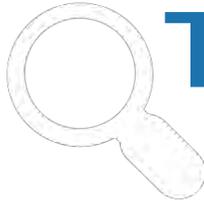
Proposed Well Site

Near E470 and 64<sup>th</sup> Ave

# Summary

- Proposed plans have been fully reviewed and supported by the Energy & Environment Division
- Confirmed support by surface owner
- Benefits of proposed changes:
  - Reduces total surface impact of oil and gas within the City
  - **Cancels a site adjacent to a floodplain, and <2,000' from future residences**
  - Cancels a site west of E470
  - Provide greater protection for public health, safety, welfare, the environment, and wildlife resources



 **Thank you!**



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

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



**MEMORANDUM**

TO: Mayor Coffman and Members of City Council

FROM: Brad Pierce, Chair, Oil and Gas Advisory Committee

THROUGH: Jeffrey Moore, Energy & Environment Division Manager  
Jason Bachelor, Interim City Manager

DATE: July 19, 2023

SUBJECT: Comments Regarding Axis Exploration Proposed Revisions to Exhibits A and D of the Operator Agreement

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The Oil and Gas Advisory Committee greatly appreciates the opportunity to provide comments regarding Axis Exploration's proposed revisions to Exhibits A and D of the Operator Agreement,

At our July 19, 2023 meeting Jeffrey Moore gave a PowerPoint presentation detailing the proposed revisions.

The Oil and Gas Advisory Committee voted unanimously to recommend that City Council approves the revisions which will result in increased setbacks to Second Creek and proposed residential development, fewer well sites, fewer total wells to be drilled, and greater protection for the public and the environment.

There have been substantial improvements in oil and gas operations such as implementing best management practices.

Our duties and functions include making recommendations to City Council regarding oil and gas development in Aurora that the city has authority to regulate.

Respectfully submitted,

Brad Pierce  
Chair, Oil & Gas Advisory Committee



# CITY OF AURORA

## Council Agenda Item Continuation Page

<b>Item Title:</b> Continuation Page- Gender Neutral Ordinance
<b>Item Initiator:</b> Council Member Alison Coombs
<b>Staff Source:</b> None
<b>Legal Source:</b> Andrea Wood, Criminal Prosecution Manager & George Koumantakis, Manager of Client Services
<b>Outside Speaker:</b> N/A
<b>Date of Change:</b> 7/17/2023

### COUNCIL MEETING DATES:

**Study Session:** 7/10/2023

**Regular Meeting:** 7/31/2023

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

Revised the ordinance title to be consistent with the ballot question included therein, including corrections to the sections identified.

Changed the language in Section 1 to be consistent with with the ballot question, and made corrections to the sections identified.

Changed the ballot question so that it would remove all pronouns from the charter, as well as changed the question to include additional sections identified.

Added Section 4 allowing additional changes as identified by the City Attorney, and renumbered the remaining sections accordingly.

ORDINANCE NO. 2023 \_ - \_\_\_\_\_

A BILL

FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 7, 2023, PROPOSED AMENDMENTS TO ARTICLES 2-2, 3-10, 3-14(4), 3-14(5), 3-14(7), 3-15(1), 3-15(3), 3-15(4), 3-16(6), 3-16(8)(a), 3-16(8)(j), 3-16(8)(j)(a), 3-17(2), 3-17(3), 5-2, 5-9, 6-5, 7-4(e), 7-4(f), 8-2, 10-1, 10-5, 10-8, 11-2, 11-3, 12-7, 14-9(6) & 15-9(6) OF THE CITY CHARTER CONCERNING NON-SUBSTANTIVE UPDATES TO THE CITY CHARTER TO CREATE GENDER NEUTRALITY BY REPLACING ALL GENDER SPECIFIC NOUNS AND ALL PERSONAL PRONOUNS WITH NON-GENDER SPECIFIC NOUNS, AND AMENDING ARTICLE 5-9 TO INCORPORATE DIRECTION THAT UNIFORM CODES ADOPTED BY THE CITY FOR INCLUSION IN THE CITY CODE SHALL FIRST BE AMENDED TO USE GENDER NEUTRAL REFERENCES TO PERSONS.

WHEREAS, Article XX, Section (6) of the Colorado Constitution and Article 1-6 of the City Charter empowers home rule municipalities to control and legislate in their Charters upon all matters of municipal concern and to amend those Charters through a vote of the electorate, and

WHEREAS, Article 1-5 of the City Charter has established the precedent the City intends always to be inclusive in its use of language and designations of gender uniformly throughout its Charter; and

WHEREAS, Language naturally evolves over time and it has been six decades since the City evaluated its Charter language as to inclusivity of designations to reflect current norms in the use of language;

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

Section 1. That Articles 2-2, 3-10, 3-14(4), 3-14(5), 3-14(7), 3-15(1), 3-15(3), 3-15(4), 3-16(6), 3-16(8)(a), 3-16(8)(j), 3-16(8)(j)(a), 3-17(2), 3-17(3), 5-2, 5-9, 6-5, 7-4(e), 7-4(f), 8-2, 10-1, 10-5, 10-8, 11-2, 11-3, 12-7, 14-9(6) & 15-9(6) of the City Charter of the City of Aurora, Colorado are hereby amended such that all gender specific nouns be changed to non-gender specific nouns, and all personal pronouns be removed.

Section 2. That Article 5-9 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

Standard codes, promulgated by the Federal Government, the State of Colorado, or by any agency of either of them, or by any municipality within the State of Colorado, or by recognized trade or professional organizations, or amendments or revisions thereof, may be adopted by

reference, provided the publication of the bill or ordinance adopting any said code shall advise that copies thereof are available for inspection at the office of the city attorney, and provided that any penalty clause in said codes may be adopted only if set forth in full and published in the adopting ordinance, **and only if such codes have first been amended to assure all references therein to persons shall use gender neutral references to persons unless there is a compelling reason a provision of the code necessarily demands a gender specific reference to effectuate its meaning.**

Section 3. The following question shall be submitted to a vote of the registered electors of the City at the general election on November 7, 2023:

**“Direction to Amend the City Charter to replace gender specific terms with gender neutral nouns.”**

**Shall Articles 2-2, 3-10, 3-14(4), 3-14(5), 3-14(7), 3-15(1), 3-15(3), 3-15(4), 3-16(6), 3-16(8)(a), 3-16(8)(j), 3-16(8)(j)(a), 3-17(2), 3-17(3), 5-2, 5-9, 6-5, 7-4(e), 7-4(f), 8-2, 10-1, 10-5, 10-8, 11-2, 11-3, 12-7, 14-9(6) & 15-9(6) of the City Charter of the City of Aurora, Colorado be hereby amended such that all gender specific nouns and all personal pronouns be changed to non-gender specific nouns, and shall Article 5-9 of the City Charter be amended to reflect that uniform codes, incorporated by reference into the City Code shall have language norms as to gender specific nouns and pronouns consistent with the non-gender specific nouns found throughout the City Charter?**

YES \_\_\_\_\_ NO \_\_\_\_\_

Section 4. The City Attorney is authorized to make additional changes to the City Charter that are not substantive and that comply with the principals and goals of this ordinance if additional specific instances of gender specific language are identified.

Section 5. Pursuant to Section 31-2-210(3.5), C.R.S., the City Clerk is hereby directed to certify the proposed ballot question to the Clerk and Recorder of each county in which the City is located for submission at the statewide general election on November 7, 2023.

Section 5. Pursuant to Section 31-2-210(4), C.R.S., the City Clerk is hereby directed to publish, within thirty (30) days of the adoption of this ordinance, notice of the date and time of the election upon which the proposed Charter amendment will be considered said publication to appear in a newspaper of general circulation in the City which notice shall contain the full text of the proposed Charter amendment.

Section 6. The City Clerk shall secure from each county the votes in favor of and opposed to the proposed Charter amendment and shall report the same to City Council following

the election within such time is as provided for by state law. If the majority of the registered electors voting thereon have voted in favor of the proposed amendment, such amendment shall be deemed approved.

Section 7. In the event the proposed Charter amendment is approved by a majority of the registered electors voting thereon, the City Clerk shall publish once, in the same newspaper which published the notice of the charter amendment being on the ballot the full text of the Charter amendment following the election within such time as is provided by state law. At such time, the City Clerk shall also file with the Secretary of State two (2) copies of said amendment, along with the official tally of the vote for and against, as certified by the City Clerk.

Section 8. 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 9. All ordinances or parts of ordinances, of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 10. Pursuant to Article 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023

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

ATTEST:

\_\_\_\_\_  
KADEE RODRIQUEZ, City Clerk

APPROVED AS TO FORM:

 *gk*  
\_\_\_\_\_  
ANDREA WOOD, Criminal Prosecution Manager



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Update Charter Language to be Gender Neutral – Ordinance for 2023 Ballot
<b>Item Initiator:</b> Alison Coombs, Council Member
<b>Staff Source/Legal Source:</b> Alison Coombs, Council Member / Jack Bajorek, Deputy City Attorney
<b>Outside Speaker:</b> n/a
<b>Council Goal:</b> 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

### COUNCIL MEETING DATES:

**Study Session:** 6/5/2023

**Regular Meeting:** 6/12/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** 6/26/2023

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

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

FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 7, 2023, PROPOSED AMENDMENTS TO ARTICLES 2-2, 3-10, 3-14(4), 3-14(5), 3-14(7), 3-15(1), 3-15(3), 3-15(4), 3-16(6), 3-16(8)(a), 3-16(8)(j), 3-16(8)(j)(a), 3-17(2), 3-17(3), 5-2, 5-9, 6-5, 7-4(e), 7-4(f), 8-2, 10-1, 10-5, 10-8, 11-3, 14-9 & 15-9 OF THE CITY CHARTER CONCERNING NON-SUBSTANTIVE UPDATES TO THE CITY CHARTER TO RENDER GENDER SPECIFIC PRONOUNS AS NON-GENDER SPECIFIC NOUNS INCLUSIVE OF ALL PERSONS OR AS THE EXPRESSION "THAT PERSON", SPECIFICALLY CHANGING THE WORD "CHAIRMAN" TO "CHAIRPERSON", THE WORD "HIS" TO "THAT PERSON'S" OR A NOUN, THE EXPRESSION "HIS OR HER" TO "THAT PERSON" OR A NOUN, THE EXPRESSION "HE OR SHE" TO "THAT PERSON" OR A NOUN, THE WORD "HE" TO "THAT PERSON", AND AMENDING ARTICLE 5-9 TO INCORPORATE DIRECTION THAT UNIFORM CODES ADOPTED BY THE CITY FOR INCLUSION IN THE CITY CODE SHALL FIRST BE AMENDED TO USE INCLUSIVE, NON-GENDER SPECIFIC PRONOUNS OR NOUNS

Sponsor: Alison Coombs, Council Member  
Jack Bajorek, Deputy City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Charter Review Ad Hoc Policy Committee

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**Policy Committee Date:** 5/30/2023

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

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

---

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

Item approved in May 30, 2023, Charter Review Ad-Hoc Policy Committee Meeting

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

Proposal to change the City of Aurora Charter from all-male pronouns (he/his) and references to only men, i.e. *Chairman*, to gender-neutral pronouns (they/their) and references, i.e. *Chairperson*.

---

**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

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**QUESTIONS FOR COUNCIL**

Does Council agree to move this item to the June 12, 2023, Council Meeting for a vote?

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**LEGAL COMMENTS**

Proceedings to amend a home rule charter may be initiated by an ordinance adopted by the governing body submitting the proposed amendment to a vote of the registered electors of the municipality. §31-2-210(1)(b), C.R.S. Such an ordinance shall also adopt a ballot title for the proposed amendment. Id.

The City Council shall have the power to submit any number of Charter amendments to a vote of the registered electors without the receipt of a petition. Charter amendments shall be referred to the registered electors by ordinance. City Code §54-149.

A Charter amendment ordinance shall be published in like manner as other ordinances. City Code §54-148. (Bajorek)

ORDINANCE NO. 2023 - \_\_\_\_\_

A BILL

FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 7, 2023, PROPOSED AMENDMENTS TO ARTICLES 2-2, 3-10, 3-14(4), 3-14(5), 3-14(7), 3-15(1), 3-15(3), 3-15(4), 3-16(6), 3-16(8)(a), 3-16(8)(j), 3-16(8)(j)(a), 3-17(2), 3-17(3), 5-2, 5-9, 6-5, 7-4(e), 7-4(f), 8-2, 10-1, 10-5, 10-8, 11-3, 14-9 & 15-9 OF THE CITY CHARTER CONCERNING NON-SUBSTANTIVE UPDATES TO THE CITY CHARTER TO RENDER GENDER SPECIFIC PRONOUNS AS NON-GENDER SPECIFIC NOUNS INCLUSIVE OF ALL PERSONS OR AS THE EXPRESSION “THAT PERSON”, SPECIFICALLY CHANGING THE WORD “CHAIRMAN” TO “CHAIRPERSON”, THE WORD “HIS” TO “THAT PERSON’S” OR A NOUN, THE EXPRESSION “HIS OR HER” TO “THAT PERSON” OR A NOUN, THE EXPRESSION “HE OR SHE” TO “THAT PERSON” OR A NOUN, THE WORD “HE” TO “THAT PERSON”, AND AMENDING ARTICLE 5-9 TO INCORPORATE DIRECTION THAT UNIFORM CODES ADOPTED BY THE CITY FOR INCLUSION IN THE CITY CODE SHALL FIRST BE AMENDED TO USE INCLUSIVE, NON-GENDER SPECIFIC PRONOUNS OR NOUNS

WHEREAS, Article XX, Section (6) of the Colorado Constitution and Article 1-6 of the City Charter empowers home rule municipalities to control and legislate in their Charters upon all matters of municipal concern and to amend those Charters through a vote of the electorate, and

WHEREAS, Article 1-5 of the City Charter has established the precedent the City intends always to be inclusive in its use of pronouns and designations of gender uniformly throughout its Charter; and

WHEREAS, Language naturally evolves over time and it has been six decades since the City evaluated its Charter language as to inclusivity of pronoun and noun designations to reflect current norms in the use of language;

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

Section 1. That Articles 2-2, 3-10, 3-14(4), 3-14(5), 3-14(7), 3-15(1), 3-15(3), 3-15(4), 3-16(6), 3-16(8)(a), 3-16(8)(j), 3-16(8)(j)(a), 3-17(2), 3-17(3), 5-2, 5-9, 6-5, 7-4(e), 7-4(f), 8-2, 10-1, 10-5, 10-8, 11-3, 14-9 & 15-9 of the City Charter of the City of Aurora, Colorado are hereby amended such that the word “Chairman” shall be rewritten in all iterations to “Chairperson”, and the words “his”, the expression “his or her”, the expression “he or she”, and the word “he” to the expression “that person” or to a noun.

Section 2. That Article 5-9 of the City Charter of the City of Aurora, Colorado, is hereby amended to read as follows:

Standard codes, promulgated by the Federal Government, the State of Colorado, or by any agency of either of them, or by any municipality within the State of Colorado, or by recognized trade or professional organizations, or amendments or revisions thereof, may be adopted by reference, provided the publication of the bill or ordinance adopting any said code shall advise that copies thereof are available for inspection at the office of the city attorney, and provided that any penalty clause in said codes may be adopted only if set forth in full and published in the adopting ordinance, **and only if such codes have first been amended to assure all references therein to persons shall use gender neutral, inclusive, non-binary references to persons unless there is a compelling reason a provision of the code necessarily demands a gender-specific reference to effectuate its meaning.**

Section 3. The following question shall be submitted to a vote of the registered electors of the City at the general election on November 7, 2023:

**“Direction to Amend the City Charter to replace gender specific nouns and pronouns with inclusive, non-gender binary terms”**

**Shall Articles 2-2, 3-10, 3-14(4), 3-14(5), 3-14(7), 3-15(1), 3-15(3), 3-15(4), 3-16(6), 3-16(8)(a), 3-16(8)(j), 3-16(8)(j)(a), 3-17(2), 3-17(3), 5-2, 5-9, 6-5, 7-4(e), 7-4(f), 8-2, 9-1, 10-1, 10-5, 10-8, 11-3, 14-9(6) & 15-9(6) of the City Charter of the City of Aurora, Colorado be hereby amended such that the word “chairman” shall be rewritten in all iterations to “Chairperson”, the word “his” in all iterations to the word “their”, the expression “his or her” in all iterations to the word “their”, the expression “he or she” in all iterations to the word “they”, the word “he” in all iterations other than in Article 8-2 and 11-3 to the word “they”, and the word “he” in Articles 8-2 and 11-3 to “City Manager” and shall Article 5-9 of the City Charter be amended to reflect that uniform codes, incorporated by reference into the City Code shall have language norms as to gender specific nouns and pronouns consistent with the non-gender specific, non-binary, inclusive uses of nouns and pronouns found throughout the City Charter?**

YES \_\_\_\_\_ NO \_\_\_\_\_

Section 4. Pursuant to Section 31-2-210(3.5), C.R.S., the City Clerk is hereby directed to certify the proposed ballot question to the Clerk and Recorder of each county in which the City is located for submission at the statewide general election on November 7, 2023.

Section 5. Pursuant to Section 31-2-210(4), C.R.S., the City Clerk is hereby directed to publish, within thirty (30) days of the adoption of this ordinance, notice of the date and time of the election upon which the proposed Charter amendment will be considered said publication to

appear in a newspaper of general circulation in the City which notice shall contain the full text of the proposed Charter amendment.

Section 6. The City Clerk shall secure from each county the votes in favor of and opposed to the proposed Charter amendment and shall report the same to City Council following the election within such time is as provided for by state law. If the majority of the registered electors voting thereon have voted in favor of the proposed amendment, such amendment shall be deemed approved.

Section 7. In the event the proposed Charter amendment is approved by a majority of the registered electors voting thereon, the City Clerk shall publish once, in the same newspaper which published the notice of the charter amendment being on the ballot the full text of the Charter amendment following the election within such time as is provided by state law. At such time, the City Clerk shall also file with the Secretary of State two (2) copies of said amendment, along with the official tally of the vote for and against, as certified by the City Clerk.

Section 8. If two or more questions presented to and approved by the voters in the same election, whether by referral of the City Council or through by the initiative process, are in direct conflict, the item receiving the highest number of affirmative votes shall become effective. If two or more items pass by majority vote, creating inconsistency with the voter-approved language changes but are not in direct conflict with the questions presented for a vote, the codifier, after consultation and approval of the City Attorney, is authorized to incorporate and change the language as necessary to codify the intention of the items as approved by the voters.

Section 9. 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 10. All ordinances or parts of ordinances, of the City Code of the City of Aurora, Colorado, in conflict herewith, are expressly repealed.

Section 11. Pursuant to Article 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023

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MIKE COFFMAN, Mayor

ATTEST:

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KADEE RODRIQUEZ, City Clerk

APPROVED AS TO FORM:

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JACK BAJOREK, Deputy City Attorney



**Q1 | Do you have any feedback for the committee on the proposal to update charter language to be gender-neutral?**

sacarroll0915  
3/09/2023 09:07 AM

I agree with this proposal. I believe that it will assist in being more inclusive of those who are non-binary.

th1982  
3/09/2023 09:35 AM

Low priority item.

SuRyden  
3/10/2023 04:41 PM

I agree

Jeff Moser  
3/13/2023 06:37 PM

I support updating the language in Aurora's charter.

Davemedic  
3/15/2023 12:11 PM

great idea!

Me  
3/15/2023 12:21 PM

How much will it cost? Can the money instead be put to better use protecting the public from crime? Why is the city of Aurora cowering to 1-2% of the population. Leave the city charter alone. It works just as it is.

henryjt  
3/15/2023 12:28 PM

I don't really care about the inadvertent gender-based language in a document that VERY few people will read. Is this time going to be the highest and best use of taxpayer dollars? What raised this issue to the point that we need to allocate limited resources to it and is it really an issue?

MsMarie  
3/15/2023 01:10 PM

I think it's absolutely wonderful that you are finding ways to be more inclusive for all residents. This means a great deal to people who often feel like their voices are ignored in public spaces. This is a win for Aurora city govt.!

larecm  
3/15/2023 01:44 PM

Not important personally.

ileanag  
3/16/2023 09:17 AM

In favor



JOYOUS1

3/17/2023 02:00 PM

favorable towards inclusive language.

LORIPSMITH

3/17/2023 04:15 PM

I am tired of the politics on gender-neutral. We are the gender we are born. Too much time is spent on making changes in documents like these that have nothing to do with running the City. Concentrate on what needs to be done to make Aurora a better City and do something about the homeless that litter the streets, looks really bad at the intersection of Parker and I-225.

medicalstitch

3/19/2023 06:37 PM

Please do not change this. It's not going to stay.

La Vaughn Standridge

3/20/2023 08:16 PM

I agree with the proposed charter changes.

faisal73

3/30/2023 02:25 PM

No problem

edreamerco

4/05/2023 12:58 PM

no

SBTurner

4/10/2023 03:25 PM

I am NOT in favor of updating the charter language to be gender-neutral. This proposal is an egregious political attempt to further transform historical societal norms of the English language to a partisan ideology. There is no supporting documentation provided to support this proposal, it's merits or demerits.

MarionBerrie

4/11/2023 06:02 PM

No, but is it really necessary? Will there be a bunch of reprinting costs or paid employee time to change everything everywhere?

dmhall1220

4/11/2023 10:03 PM

Enough of the gender and DEI nonsense! There are only 2 genders and that is the language that should remain in place!! No changes need to be made and I hope that the conservative members votes this nonsense down!!

Patrice

4/11/2023 11:55 PM

No

kounkel1

Disagree



4/12/2023 12:14 AM

FRM

Not worth the effort.

4/12/2023 11:28 AM

Jniblo

No thanks.

4/18/2023 02:00 PM

Jniblo2

NO - not a big deal, but so unimportant

4/24/2023 11:56 AM

Aurora Resident

Good idea. Fully support.

5/11/2023 08:22 AM

policebelge

I believe in treating everyone with respect, and that everyone has the right to feel the way they want. However, amending or updating our lives to accommodate a few people who are in constant need of affirmation is not only selfish, inconsiderate, but also illogic. Gender is a reality, making it neutral means that it is no longer there; then remove Gender altogether instead of creating such confusion for the rest of us. Either Abolish gender, or let that minority know that making gender neutral will not heal their Dysphoria (the root cause of their issues).

5/11/2023 02:23 PM

gahern13

Why are we concerned with whether our city charter is gender-neutral? Can we please get back to the basics? Aurora needs to focus on safety, cleanliness, open space, and public works. We don't have time to waste worrying about trivial things like the "gender bias" our city charter may have. There will be a time for us to focus on this, but we have many much larger fish to fry at the moment...think Maslow's Hierarchy of Needs.

5/14/2023 11:13 AM

Cosmo

There is no need to make charter language gender-neutral. It is not only pointless but is poor grammar. Use good grammar to seem intelligent.

5/18/2023 05:07 PM

Fred Hansen

No

5/22/2023 09:14 AM

Arnie Schultz

The purpose of gender-neutral language is to avoid word choices which may be interpreted as biased, discriminatory, or demeaning. According to the 2021 Colorado Health Access Surveys conducted by the Colorado Health Institute, 7.3% of adults in Colorado reported to

5/23/2023 09:13 PM



be non-binary and 93.7% of them live in urban areas. From that data, many people in our community identify outside the sex and gender binary of male/female and man/woman. Many trans, intersex, and genderqueer folks are not comfortable being addressed with the traditional masculine and feminine pronouns "he" and "she." Gender-neutral or non-sexed language includes pronouns that do not indicate one's gender, allowing us to address people without making gender assumptions, and allowing a safer, more inclusive city for all of our residents. By using non-sexed language we can avoid assuming people's genders and respect the identity of our trans, intersex, and genderqueer community members. Gender-neutral language can be used in any writing where the gender of a person is unknown or unimportant. Common approaches to avoiding gender specific language are the use of "his or her" or the singular "they." Thank you.

**Optional question** (30 response(s), 2 skipped)

**Question type:** Essay Question

## **MEMO**

**TO:** Aurora City Council and Mayor Mike Coffman

**CC:** Aurora City Clerk and Aurora City Manager

**FROM:** City of Aurora Citizens Charter Review Ad-Hoc Task Force

**DATE:** May 25, 2023

**SUBJECT:** Update from the Aurora Citizens Charter Review Task Force

### **Overview**

The Charter is the foundation by which the City serves its citizens. It demands a full review. We welcomed the opportunity to serve on this ad-hoc Task Force to review proposed ordinance changes to the City Charter. The group of eleven members was first convened on March 31, 2023 and met a total of six times. During our tenure, we reviewed five proposed ordinances drafted by City Council members and two ordinances presented by Aurora police and fire. Our meetings generally consisted of time to hear about drafted ordinance proposals and responses to our questions from council members and time to discuss our reactions, ideas, and further questions as a group.

Overall, due to the highly compressed timeline and incomplete information received, at this time, the Task Force is unable to make formal recommendations for action to City Council on individual ordinance proposals.

### **General Observations about the Process**

From the onset of this process, there were several barriers and challenges that made it difficult for the Task Force to engage in the work in the authentic way members expected and desired. Some of these challenges include:

- *Purpose and intent of this Task Force was not communicated.*
- *Complexity and lack of clarity in ordinance language.* We were often unable to unpack the meaning or intent of ordinance language and felt that it would be confusing to voters. It was often not clear how the ordinance language translated to action.
- *Lack of focus on how an issue improves the lives of Aurora residents.*
- *A highly compressed timeline.* The result of this timeline was that the group had insufficient time to consider issues beyond the presented ordinance proposals and to share its own reflections.
- *Narrow Perspectives Provided.* For each of the presented ordinances, the Task Force heard only from the authoring Council Member. There was not a clearly defined way to receive differing perspectives from other members of Council or City staff such as the City Attorney.
- *Limited resources.* The requests for information, flow of communication and documents between Council and Task Force members, and even scheduling was at times hindered. Support staff assigned to the Task Force did an excellent job.

## Considerations for Moving Forward

We respectfully offer the following suggestions to improve this process:

- *Extend this ad-hoc Task Force for an additional 18 months to review the full City Charter.* This will provide the needed time to fully study the proposed ordinances and allow members to put forward their own ordinance ideas.
- *Provide a clear charge for the Task Force's work.* This should include duties, deliverables, and a structure to report recommendations and findings back to Council.
- *Dedicate staffing and resources to support the success of the Task Force.* In addition to providing the needed support staff resources, it would also be beneficial to have regular involvement of the City Attorney and City Clerk at these meetings.
- *Ensure ample opportunities for multiple perspectives.* Direct invitations to speak with the Task Force should be extended to other Council Members and/or relevant City Staff so the group hears multiple voices beyond the author's.

It is our understanding that the Policy Committee will be meeting Friday May 26 followed by a study session on Monday June 5. At the invitation of Council, the Aurora Citizens Charter Review Ad-Hoc Task Force would welcome the opportunity to discuss the next iteration of this work.

Respectfully,

JulieMarie A. Shepherd Macklin, Ph.D., Chair  
Dr. Anne Keke, Vice Chair  
Mike Ciletti  
Zach Heaton  
Becky Hogan  
Alexandra Jackson  
Dennis Lyon  
Dr. Malcolm Newton  
Ed Tauer  
Jan Wilson  
Katrina Zerilli



# CITY OF AURORA

## Council Agenda Item Continuation Page

<b>Item Title:</b> CONTINUATION: Ordinance Regarding the City Code Pertaining to Unlawful Acts
<b>Item Initiator:</b> Curtis Gardner, Mayor Pro Tem
<b>Staff Source:</b> Curtis Gardner, Mayor Pro Tem
<b>Legal Source:</b> Dan Brotzman, City Attorney; George Koumantakis, Client Group Manager
<b>Outside Speaker:</b> None
<b>Date of Change:</b> 7/10/2023

### COUNCIL MEETING DATES:

**Study Session:** 7/10/2023

**Regular Meeting:** 7/31/2023

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

Added provisions to include the fact that a person training a petition circulator can also be held responsible for violating this ordinance.

The word person is used as defined in 54-2: "Person means a natural person, partnership, committee, association, firm, corporation, company, labor organization, political party, or other entity or group of persons, however organized."

Added the same prohibition of the use of deceptive practices to 54-151 to address the gathering of signatures on Charter amendment petitions.

Added provisions to allow registered electors to withdraw their signatures from petitions under both 54-133 and 54-151.

ORDINANCE NO. 2023- \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,  
COLORADO, AMENDING SECTIONS 54-133 AND 54-151 OF THE CITY CODE  
PERTAINING TO UNLAWFUL ACTS

WHEREAS, The City Council hereby finds that the electors' right to create or amend law through petition is important; and

WHEREAS, The City Council also finds that in order to accomplish that right, the electors must be fully and appropriately informed of the content of the petitions they sign, and deceptive practices used by signature gatherers can lead to limited or false understanding.

WHEREAS, Section 1 of Article 5 of the Colorado constitution identifies that the people reserve to themselves the power to propose laws and amendments and to enact or reject the same at the polls independent of the legislative body.

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

Section 1. That section 54-133 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 54-133 Unlawful Acts

(a) Under this article, it is unlawful for any person to:

(1) Willfully and knowingly circulate or cause to be circulated or sign or procure to be signed any initiative or referendum petition bearing the name, device, or motto of any person, organization, association, league, or political party, or purporting in any way to be endorsed, approved, or submitted by any person, organization, association, league or political party, without the written consent, approval and authorization of such person, organization, association, league or political party.

(2) Sign any name other than his or her own to any initiative or referendum petition, or knowingly sign his or her name more than once for the same measure at an election.

(3) Knowingly sign any initiative or referendum petition if he or she is not at the time of signing a registered elector of the City.

- (4) Sign an affidavit as circulator without knowingly or reasonably believing the statements made in such affidavit are true.
- (5) Certify that an affidavit attached to a petition was subscribed or sworn to before him or her unless it was so subscribed and sworn to before him or her.
- (6) Directly or indirectly pay to or receive from or agree to pay to or receive from any other person any money or other thing of value in consideration of or as an inducement to the signing of any such petition.
- (7) **Use deceptive practices when obtaining signatures on any petition.**
  - (a) **deceptive practices as used in this section are representations, omissions, or practices that mislead or are likely to mislead a person to obtain their signature.**
  - (b) **if deceptive practices are used by a person training a petition circulator, the organization conducting the training violates this subsection (7).**
  - (c) **if deceptive practices are used by the person circulating a petition, the person circulating the petition violates this subsection (7).**

~~(7)~~(8) Knowingly violate any provision of this article.

**(b) A registered elector who signs an initiative or referendum petition may withdraw their signature from the petition by filing a written and notarized request with the City Clerk. The written request must be filed before the final determination of sufficiency is issued.**

- (1) If the written and notarized request is received after the petition is filed but before the final determination of sufficiency is issued, the City Clerk shall strike that signature.**
- (2) If the written and notarized request is received before the petition is filed, the City Clerk shall strike that signature promptly upon the filing of the petition.**

Section 2. That section 54-151 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 54-151 Unlawful Acts

**(a)** It is unlawful for any person to:

- (1) Willfully and knowingly circulate or cause to be circulated, or sign or procure to be signed, any Charter amendment petition bearing the name, device, or motto of any person, organization, association, league, or political party, or purporting in any way to

be endorsed, approved, or submitted by any person, organization, association, league or political party, without the written consent, approval and authorization of such person, organization, association, league or political party;

(2) Sign any name other than his or her own to any Charter amendment petition, or knowingly sign his or her name more than once for the same measure at an election;

(3) Sign any Charter amendment petition knowing that he or she is not a registered elector of the City at the time of signing;

(4) Sign an affidavit as circulator without knowingly or reasonably believing the statements made in such affidavit are true;

(5) Certify that an affidavit attached to a petition was subscribed or sworn to before the affiant unless it was so subscribed and sworn to before the affiant;

(6) Pay to or agree to pay, directly or indirectly, to any other person, any money or other thing of value in consideration of or as an inducement to the signing of any such petition;

**(7) Use deceptive practices when obtaining signatures on any Charter amendment petition.**

**(a) deceptive practices as used in this section are representations, omissions, or practices that mislead or are likely to mislead a person to obtain their signature.**

**(b) if deceptive practices are used by a person training a petition circulator, the organization conducting the training violates this subsection (7).**

**(c) if deceptive practices are used by the person circulating a petition, the person circulating the petition violates this subsection (7).**

~~(7)~~(8) Knowingly violate any provision of this article.

**(b) A registered elector who signs a Charter amendment petition may withdraw their signature from the petition by filing a written and notarized request with the City Clerk. The written request must be filed before the final determination of sufficiency is issued.**

**(1) If the written and notarized request is received after the petition is filed but before the final determination of sufficiency is issued, the City Clerk shall strike that signature.**

**(2) If the written and notarized request is received before the petition is filed, the City Clerk shall strike that signature promptly upon the filing of the petition.**

Section 3. The general penalty provision, Aurora City Code 1-13, shall apply to this section.

Section 4. While the petition signer is responsible for reading and understanding the contents of the petition, deception by the signature gatherer shall invalidate signatures so obtained. Deception will not invalidate the entire petition.

Section 5. 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 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.

Section 7. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2023.

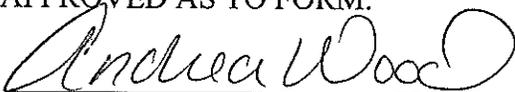
PASSED AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

 gk

ANDREA WOOD, Criminal Prosecution Manager



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Amending Section 54-133 of the City Code Pertaining to Unlawful Acts
<b>Item Initiator:</b> Curtis Gardner, Mayor Pro Tem
<b>Staff Source/Legal Source:</b> Andrea Wood, Manager of Prosecution, City Attorney / George Koumantakis, Manager of Client Services, City Attorney
<b>Outside Speaker:</b> None
<b>Council Goal:</b> 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

### COUNCIL MEETING DATES:

**Study Session:** 7/10/2023

**Regular Meeting:** 7/17/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** 7/31/2023

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

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

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 54-133 OF THE CITY CODE PERTAINING TO UNLAWFUL ACTS

Sponsor: Curtis Gardner, Mayor Pro Tem

Andrea Wood, Manager of Criminal Prosecution, City Attorney / George Koumantakis, Manager of Client Services, City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

This item has been requested by Mayor Pro Tem Gardner

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

An ordinance which would make it unlawful for signature gatherers to use deceptive practices when circulating petitions.

**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

**QUESTIONS FOR COUNCIL**

Does Council wish to move this item forward to a regular meeting of the City Council?

**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). (Wood)

ORDINANCE NO. 2023- \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,  
COLORADO, AMENDING SECTION 54-133 OF THE CITY CODE PERTAINING TO  
UNLAWFUL ACTS

WHEREAS, The City Council hereby finds that the electors' right to create or amend law through petition is important; and

WHEREAS, The City Council also finds that in order to accomplish that right, the electors must be fully and appropriately informed of the content of the petitions they sign, and deceptive practices used by signature gatherers can lead to limited or false understanding.

WHEREAS, Section 1 of Article 5 of the Colorado constitution identifies that the people reserve to themselves the power to propose laws and amendments and to enact or reject the same at the polls independent of the legislative body.

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

Section 1. That section 54-133 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 54-133 Unlawful Acts

(a) Under this article, it is unlawful for any person to:

- (1) Willfully and knowingly circulate or cause to be circulated or sign or procure to be signed any initiative or referendum petition bearing the name, device, or motto of any person, organization, association, league, or political party, or purporting in any way to be endorsed, approved, or submitted by any person, organization, association, league or political party, without the written consent, approval and authorization of such person, organization, association, league or political party.
- (2) Sign any name other than his or her own to any initiative or referendum petition, or knowingly sign his or her name more than once for the same measure at an election.
- (3) Knowingly sign any initiative or referendum petition if he or she is not at the time of signing a registered elector of the City.

(4) Sign an affidavit as circulator without knowingly or reasonably believing the statements made in such affidavit are true.

(5) Certify that an affidavit attached to a petition was subscribed or sworn to before him or her unless it was so subscribed and sworn to before him or her.

(6) Directly or indirectly pay to or receive from or agree to pay to or receive from any other person any money or other thing of value in consideration of or as an inducement to the signing of any such petition.

**(7) Use deceptive practices when obtaining signatures on any petition.**

**(a) deceptive practices as used in this section are representations, omissions, or practices that mislead or are likely to mislead a person to obtain their signature.**

~~(7)~~**(8)** Knowingly violate any provision of this article.

Section 2. The general penalty provision, Aurora City Code 1-13, shall apply to this section.

Section 3. While the petition signer is responsible for reading and understanding the contents of the petition, deception by the signature gatherer shall invalidate signatures so obtained. Deception will not invalidate the entire petition, but if proven beyond a reasonable doubt the City Clerk shall invalidate those signatures obtained thereby.

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. 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 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2023.

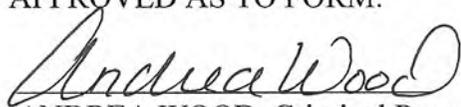
PASSED AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

 <sup>gk</sup>  
ANDREA WOOD, Criminal Prosecution Manager



# CITY OF AURORA

## Council Agenda Item Continuation Page

<b>Item Title:</b> Continuation Page – Updated Reserve Police Force Ordinance
<b>Item Initiator:</b> Danielle Jurinsky, City Council Member
<b>Staff Source:</b> Police Chief Art Acevedo
<b>Legal Source:</b> Peter Schulte, Public Safety Client Group Manager
<b>Outside Speaker:</b> None
<b>Date of Change:</b> 7/24/2023

### COUNCIL MEETING DATES:

**Study Session:** 7/24/2023

**Regular Meeting:** 7/31/2023

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

For an ordinance of the city council of the City of Aurora, Colorado adding a section to the city code authorizing a reserve police force. Section (e) was added to address those individuals who may be appointed as reserve police officers following the discussion at the 7/24/2023 council study session.

ORDINANCE NO. 2023- \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING A SECTION TO THE CITY CODE AUTHORIZING A RESERVE POLICE FORCE.

WHEREAS, for much of the end of the 20<sup>th</sup> century, the Aurora Police Department had volunteers who assisted the Aurora Police Department as Reserve Police Officers and utilized special skills that would not otherwise exist in the Department; and

WHEREAS, in the early 2000's, the number of persons interested in serving the Aurora Police Department as Reserve Police Officers dwindled to almost zero and the Police Department made the decision to end the Reserve Police Officer program; and

WHEREAS, in response to a City code "clean-up" initiative in 2005, the city code section authorizing a reserve police force was removed from the City code; and

WHEREAS, there is again an identified need to have certain persons with specialized skill sets, such as paramedics, to accompany police officers in certain situations; and

WHEREAS, in these situations, those individuals, with the appropriate training and Colorado Peace Officer Standards and Training (P.O.S.T.) board certifications, should be able to be armed and have the ability to protect themselves and others if the need arises; and

WHEREAS, state law, including C.R.S. §16-2.5-110(5), does not permit persons appointed as a reserve police officer for a law enforcement agency to be paid for service as a reserve police officer, as volunteer reserve police officers are "not employees of a public law enforcement agency." *People v. Gilbert*, 12 P.3d 331, 335 (Colo. App. 2000). *People v. Veloz*, 946 P.2d 525, 529 (Colo. App. 1997) ("volunteer reserve police officers are not compensated employees of public law enforcement entities").

WHEREAS, under the Aurora City Charter, volunteer reserve police officers would not be members of the civil service, as only Captains, Lieutenants, Sergeants, Police Agents, and Police Officer Grades 1-4 are members of police civil service. *See, Sec. 3-14(2), Aurora City Charter*: Only sworn members of the civil service, except the Chief of Police, have the right to form, join, and participate in the activities of employee organizations of their choosing for the purpose of representation on the matters of wages, hours, benefits, and other terms or condition of employment. *See, Sec. 15-5, Aurora City Charter*.

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. 2-436 is hereby added which reads as follows:

**Sec. 2-436 – Reserve Police Force.**

**(a) There is hereby established the Aurora Police Department Reserve Police Force (hereinafter “Reserve Police Force”), which force shall be subject to and operate under the direction and control of the Police Chief. Persons appointed to this Reserve Police Force will be Reserve Police Officers. The Police Chief may appoint up to the number corresponding to five percent (5%) of the authorized sworn strength of the regular police department (rounded to the nearest whole number) as Reserve Police Officers. Members of the Reserve Police Force must be fully certified as a basic peace officer or hold a reserve certification by the Colorado Peace Officer Standards and Training (P.O.S.T.) Board.**

**(b) Reserve Police Officers appointed under this Section are voluntary and unpaid while serving solely in the role of a Reserve Police Officer. No person appointed by the Police Chief to the position of a Reserve Police Officer shall be considered an employee of the City as a full-time police officer for any purpose, nor shall such person be entitled to any compensation, sick leave, longevity pay, annual leave, compensatory time benefits, or any other paid benefit afforded to regular full-time paid police officers for service as a Reserve Police Officer. Reserve Police Officers may be a paid employee of the City in a non-police officer position, with service as a Reserve Police Officer subject to the approval by the employee’s Department Director. The City will provide insurance coverage for worker’s compensation at the City’s expense, and the City will provide appropriate insurance protection concerning any civil liability that a Reserve Police Officer may be subject to as a result of an incident occurring during the course and scope of his or her duties as a Reserve Police Officer.**

**(c) Reserve Police Officers are not members of the police civil service and serve at the pleasure of the Police Chief.**

**(d) The Police Chief will promulgate rules and regulations governing the conduct and terms of service of any member of the Reserve Police Force, which will include when Reserve Police Officers may act as a Reserve Police Officer. While authorized by the Police Chief to act as a Reserve Police Officer, the Reserve Police Officer will have the same authority and powers vested in full-time Aurora police officers under this code, state law, and federal law. Pursuant to applicable state law, those Reserve Police Officers who hold a full basic peace officer certification by the P.O.S.T. board may be granted full peace officer status and authority at the discretion of the Police Chief.**

**(e) (1) The following individuals are authorized to be appointed by the Police Chief as Reserve Police Officers where, at the time of appointment, the person is:**

- a. A current City employee, or**
- b. A person associated with the Tactical Medic Program, whether or not a City employee, or**
- c. A person participating in the Aurora Police Department Police Officer Cadet Program and is in good standing, or**
- d. A former City employee who retired in good standing and would otherwise be eligible for re-hire, or**
- e. A person who lives in the City of Aurora who has at least five (5) years of law enforcement experience and:**
  - 1. left their prior law enforcement agency in good standing,**
  - 2. has no prior disciplinary history while working as a law enforcement officer greater than a written reprimand or similar, and**
  - 3. is fully Colorado P.O.S.T. certified as at least a basic peace officer.**

**(2) For purposes of this section, the term “good standing” means the person left or retired from employment on their own accord, not under investigation or in lieu of termination.**

**(f) The Reserve Police Force will not affect the number of authorized sworn full-time police officer positions in the regular police force within the police department.**

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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MIKE COFFMAN, Mayor

ATTEST:

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KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



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PETER A. SCHULTE, Public Safety Group Client Manager



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Police Reserve Force
<b>Item Initiator:</b> Danielle Jurinsky, Council Member
<b>Staff Source/Legal Source:</b> Art Acevedo, Police Chief /Pete Schulte, City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

### COUNCIL MEETING DATES:

**Study Session:** 7/24/2023

**Regular Meeting:** 7/31/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** 7/31/2023

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

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

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

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING A SECTION TO THE CITY CODE AUTHORIZING A RESERVE POLICE FORCE

Sponsor: Danielle Jurinsky, Council Member  
Art Acevedo, Police Chief / Pete Schulte, City Attorney

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

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

### PREVIOUS ACTIONS OR REVIEWS:

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

**Policy Committee Date:** 6/8/2023

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

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

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

No History as of 5/25/2023. Ordinance discussed at Public Safety, Courts, & Civil Service Committee Hearing on June 8, 2023 and was approved to move forward to study session.

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

This item adds a section to the City Code authorizing a Reserve Police Force where individuals, such as paramedics assigned to the Police Tactical units, be commissioned as a Reserve Police Officer after completing all necessary training to obtain the necessary Colorado Peace Officer Standards and Training (P.O.S.T.) Board certification(s).

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

N/A

**BUDGETED EXPENDITURE IMPACT**

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

The budget expenditure impact will be the uniform and equipment budget for the police department to provide Reserve Police Officers uniforms and equipment. Reserve Police Officers serve as volunteers and are not paid by the City.

**NON-BUDGETED EXPENDITURE IMPACT**

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

The City will provide workers compensation insurance and civil liability insurance protection for Reserve Police Officers while they are engaged in official duties as outlined by the Police Chief.

**WORKLOAD IMPACT**

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

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**QUESTIONS FOR COUNCIL**

Does City Council approve the addition of a section of the City Code to authorize a Reserve Police Force as described?

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**LEGAL COMMENTS**

The City Council, as governing body of the city, shall have the power to make ordinances as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. Aurora City Code §2-32. (Schulte)



# CITY OF AURORA

## Late Submission Approval for Agenda Item

<b>Item Title:</b> Police Reserve Force Ordinance
<b>Item Initiator:</b> Council Member Danielle Jurinsky
<b>Staff Source/Legal Source</b> Chief of Police Art Acevedo/ Pete Schulte, Public Safety Client Group Manager
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

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

- There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date
- The delay will result in an adverse financial impact to the city
- This is a request of Council Member Danielle Jurinsky

**COUNCIL MEETING DATES FOR LATE SUBMISSION:**

**Study Session 7/24/2023**

**Regular Meeting 7/31/2023**

**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 is being brought forward from Council Member Jurinsky from the June 8<sup>th</sup> Public Safety 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.

Peter Schulte, CAO Public Safety Manager  
Agenda Item Initiator Name

Agenda Item Initiator Signature

7-13-2023  
Date

Dan Brotzman, City Attorney  
Late Submission Approver Name

Late Submission Approver Signature

7-13-23  
Date

ORDINANCE NO. 2023- \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING A SECTION TO THE CITY CODE AUTHORIZING A RESERVE POLICE FORCE.

WHEREAS, for much of the end of the 20<sup>th</sup> century, the Aurora Police Department had volunteers who assisted the Aurora Police Department as Reserve Police Officers and utilized special skills that would not otherwise exist in the Department; and

WHEREAS, in the early 2000's, the number of persons interested in serving the Aurora Police Department as Reserve Police Officers dwindled to almost zero and the Police Department made the decision to end the Reserve Police Officer program; and

WHEREAS, in response to a City code "clean-up" initiative in 2005, the city code section authorizing a reserve police force was removed from the City code; and

WHEREAS, there is again an identified need to have certain persons with specialized skill sets, such as paramedics, to accompany police officers in certain situations; and

WHEREAS, in these situations, those individuals, with the appropriate training and Colorado Peace Officer Standards and Training (P.O.S.T.) board certifications, should be able to be armed and have the ability to protect themselves and others if the need arises; and

WHEREAS, state law, including C.R.S. §16-2.5-110(5), does not permit persons appointed as a reserve police officer for a law enforcement agency to be paid for service as a reserve police officer, as volunteer reserve police officers are "not employees of a public law enforcement agency." *People v. Gilbert*, 12 P.3d 331, 335 (Colo. App. 2000). *People v. Veloz*, 946 P.2d 525, 529 (Colo. App. 1997) ("volunteer reserve police officers are not compensated employees of public law enforcement entities").

WHEREAS, under the Aurora City Charter, volunteer reserve police officers would not be members of the civil service, as only Captains, Lieutenants, Sergeants, Police Agents, and Police Officer Grades 1-4 are members of police civil service. *See, Sec. 3-14(2), Aurora City Charter*: Only sworn members of the civil service, except the Chief of Police, have the right to form, join, and participate in the activities of employee organizations of their choosing for the purpose of representation on the matters of wages, hours, benefits, and other terms or condition of employment. *See, Sec. 15-5, Aurora City Charter*.

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. 2-436 is hereby added which reads as follows:

**Sec. 2-436 – Reserve Police Force.**

**(a) There is hereby established the Aurora Police Department Reserve Police Force (hereinafter “Reserve Police Force”), which force shall be subject to and operate under the direction and control of the Police Chief. Persons appointed to this Reserve Police Force will be Reserve Police Officers. The Police Chief may appoint up to the number corresponding to five percent (5%) of the authorized sworn strength of the regular police department (rounded to the nearest whole number) as Reserve Police Officers. Members of the Reserve Police Force must be fully certified as a basic peace officer or hold a reserve certification by the Colorado Peace Officer Standards and Training (P.O.S.T.) Board.**

**(b) Reserve Police Officers appointed under this Section are voluntary and unpaid while serving solely in the role of a Reserve Police Officer. No person appointed by the Police Chief to the position of a Reserve Police Officer shall be considered an employee of the City as a full-time police officer for any purpose, nor shall such person be entitled to any compensation, sick leave, longevity pay, annual leave, compensatory time benefits, or any other paid benefit afforded to regular full-time paid police officers for service as a Reserve Police Officer. Reserve Police Officers may be a paid employee of the City in a non-police officer position, with service as a Reserve Police Officer subject to the approval by the employee’s Department Director. The City will provide insurance coverage for worker’s compensation at the City’s expense, and the City will provide appropriate insurance protection concerning any civil liability that a Reserve Police Officer may be subject to as a result of an incident occurring during the course and scope of his or her duties as a Reserve Police Officer.**

**(c) Reserve Police Officers are not members of the police civil service and serve at the pleasure of the Police Chief.**

**(d) The Police Chief will promulgate rules and regulations governing the conduct and terms of service of any member of the Reserve Police Force, which will include when Reserve Police Officers may act as a Reserve Police Officer. While authorized by the Police Chief to act as a Reserve Police Officer, the Reserve Police Officer will have the same authority and powers vested in full-time Aurora police officers under this code, state law, and federal law. Pursuant to applicable state law, those Reserve Police Officers who hold a full basic peace officer certification by the P.O.S.T. board may be granted full peace officer status and authority at the discretion of the Police Chief.**

**(e) The Reserve Police Force will not affect the number of authorized sworn full-time police officer positions in the regular police force within the police department.**

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:



\_\_\_\_\_  
PETER A. SCHULTE, Public Safety Group Client Manager



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Overlook at King's Point South Annexation
<b>Item Initiator:</b> Jacob Cox, Manager of Development Assistance
<b>Staff Source/Legal Source:</b> Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/17/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** 7/31/2023

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

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

CONSIDERATION OF AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO (Overlook at Kings Point South) 19.937 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 above.

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

A petition for annexation was filed with the City Clerk for annexation of a 19.937-acre parcel owned by Prusse Land Company. This parcel is located generally northeast of E470 and Parker Road (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on May 22, 2023.

**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 19.937-acre parcel owned by Prusse Land Company. This parcel is located generally northeast of E470 and Parker Road (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. The parcel is owned by Prusse Land Company (see attached annexation map). This parcel will be integrated into the Overlook at Kings Point South master plan.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning follows the City's Comprehensive Plan and will be zoned R-1 (Low-Density Single-Family Residential District).

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this resolution is item #2 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.

**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various fees and taxes.

**BUDGETED EXPENDITURE IMPACT**

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

N/A

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Does City Council wish to approve this Ordinance?

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**LEGAL COMMENTS**

The City Council has determined that the annexation of lands to the city shall be shown not to create any additional cost or burden on the then-existing residents of the city to provide such public facilities in any newly annexed area. "No annexation shall be accepted until the city council, upon the recommendation of the city manager, determines that the current requirements for such public facilities in the area proposed to be annexed **have been fulfilled and that the future requirements for such public facilities can be fulfilled.**" (City Code Section 5.4.1(B)(3)(a)). A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. (Superior v. Midcities Co., 933 P.2d 596 (Colo.1997)). An annexation agreement based upon the City's model agreement will be presented for approval by motion at the time of final passage of this ordinance. (Rulla)

ORDINANCE NO. 2023- \_\_\_\_\_

A BILL

FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO (Overlook at Kings Point South) 19.937 ACRES

WHEREAS, the City Council of the City of Aurora, Colorado, has found a petition for annexation of a certain parcel of land, as described in Exhibit A attached hereto, signed by the owners of one hundred percent of the area to be annexed, to be in substantial compliance with Section 31-12-107(1), Colorado Revised Statutes; and

WHEREAS, after notice pursuant to Section 31-12-108, Colorado Revised Statutes, the City Council has held a public hearing on the proposed annexation to determine if the annexation complies with Sections 31-12-104 and 31-12-105, Colorado Revised Statutes; and

WHEREAS, the City Council has by resolution determined that the requirements of Sections 31-12-104 and 31-12-105, Colorado Revised Statutes, have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. That the annexation of the territory located in the County of Douglas, State of Colorado, as described in Exhibit A attached hereto and incorporated herein, to the City of Aurora, Colorado, be and the same is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January 2024.

Section 3. That the Petition for Annexation contained a request that an annexation agreement satisfactory to both petitioners and the City be agreed upon on or before the date of the second reading of this ordinance, and that this ordinance annexing said territory is expressly made subject to the approval of an annexation agreement, as requested.

Section 4. That the City Clerk is authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the City Clerk of the City of Aurora, Colorado;
- B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

Section 5. That 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.

INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:



RLA

\_\_\_\_\_  
BRIAN J. RULLA, Assistant City Attorney

**Exhibit A**  
**(Legal description of property to be annexed)**

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING ALL OF THAT CERTAIN UNPLATTED LAND RECORDED AT RECEPTION NO. 01050949 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO;

SUBORDINATELY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 2, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 BEARS NORTH 00°13'36" EAST, A DISTANCE OF 2,581.08 FEET WITH ALL BEARINGS HEREIN REFERENCED TO SAID LINE, ALSO BEING THE SOUTHWEST CORNER OF SAID UNPLATTED LAND;

THENCE ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY BOUNDARIES OF SAID UNPLATTED LAND, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 00°13'36" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 647.35 FEET;
2. SOUTH 89°35'51" EAST, A DISTANCE OF 1,338.15 FEET;
3. SOUTH 00°19'39" WEST, A DISTANCE OF 651.20 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF SMITH'S SUBDIVISION RECORDED AT RECEPTION NO. 238083 IN SAID OFFICIAL RECORDS;
4. ALONG SAID NORTHERLY BOUNDARY, NORTH 89°25'58" WEST, A DISTANCE OF 1,337.03 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 19.937 ACRES, (868,458 SQUARE FEET), MORE OR LESS. ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.



# CITY OF AURORA

## Late Submission Approval for Agenda Item

<b>Item Title:</b> CONSIDERATION OF AN ORDINANCE ANNEXING A PARCEL OF LAND AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (Overlook at Kings Point South) 19.937 ACRES.
<b>Item Initiator:</b> Jacob Cox, Manager of Development Assistance
<b>Staff Source/Legal Source:</b> Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

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

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

**COUNCIL MEETING DATES FOR LATE SUBMISSION:**

**Study Session:** N/A

**Regular Meeting:** 7/17/2023

**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 workflow initiation deadline was missed Friday afternoon, 6/30/23. The publications and notices for these annexation items have already occurred per state statute and legally we need to have the public hearing on July 17<sup>th</sup>, it cannot be moved back. Therefore, I am requesting late workflow approval on Monday 7/3/23.

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.

Jacob Cox

Agenda Item Initiator Name

7/3/2023

Agenda Item Initiator Signature

Date

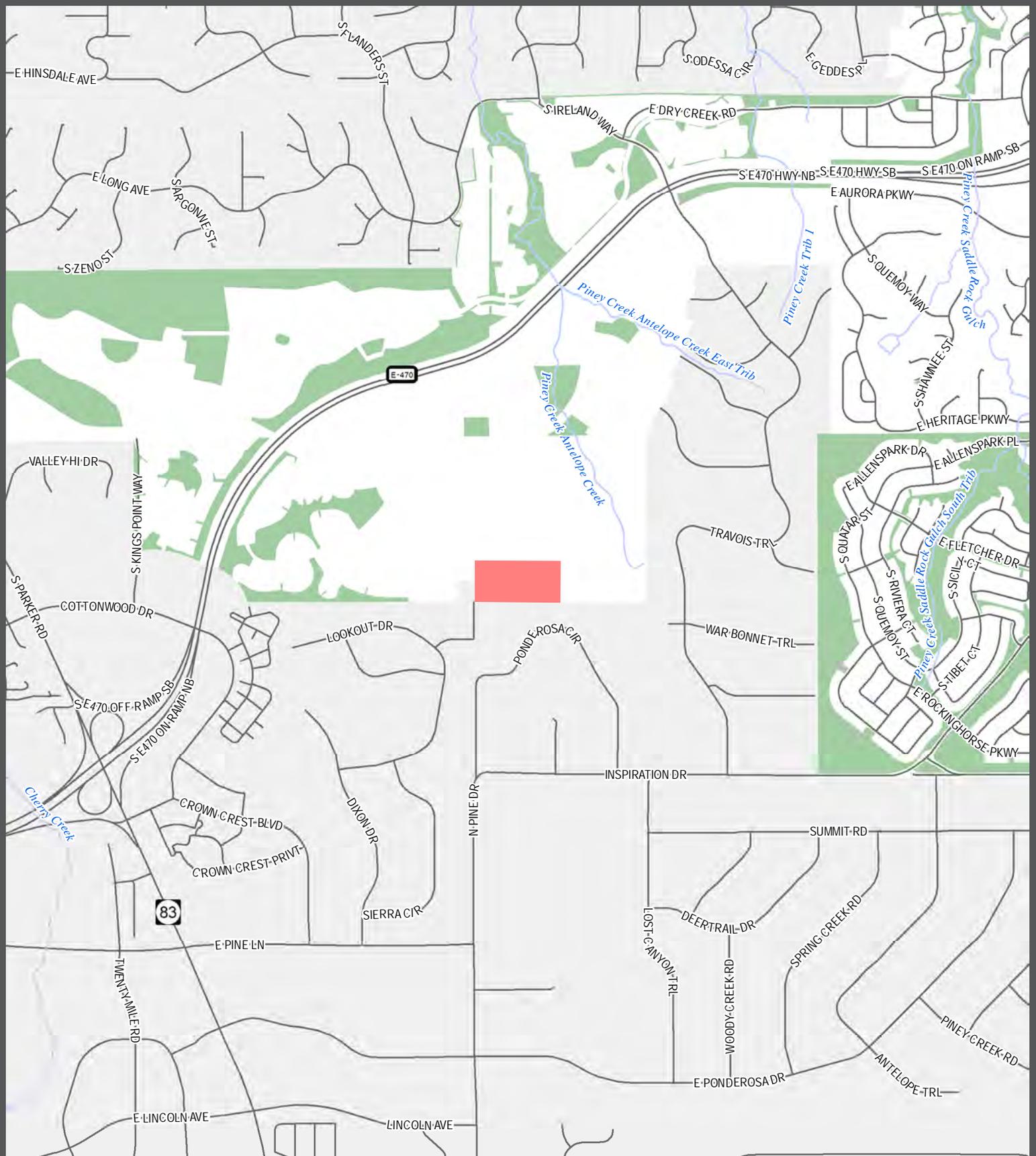
Jason Batchelor

Late Submission Approver Name (Council Appointee or DCM)

7/3/23

Late Submission Approver Signature

Date



**Planning & Development Services**

15151 E. Alameda Parkway  
 Aurora CO 80012 USA  
 AuroraGov.org  
 303.739.7250  
 GIS@auroragov.org

**City of Aurora, Colorado**

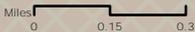
Overlook at King's Point South Annexation

April 13, 2023



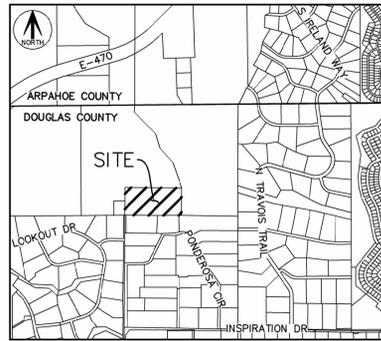
**Legend**

- Annexation Area
- Creeks
- Parks and Open Space
- Other Jurisdictions



# ANNEXATION MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 2,  
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF DOUGLAS, STATE OF COLORADO



**VICINITY MAP**  
SCALE 1" = 2,000'

## LEGAL DESCRIPTION

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO; SUBORDINATELY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE WEST QUARTER CORNER OF SAID SECTION 2;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, NORTH 00°13'36" EAST, A DISTANCE OF 647.35 FEET TO THE SOUTHERLY BOUNDARY OF THE ANNEXATION TO THE CITY OF AURORA BY ORDINANCE NO. 88-13 WITH AN EFFECTIVE DATE OF MAY 20, 1988 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDERS;

THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

- SOUTH 89°35'51" EAST, A DISTANCE OF 1,338.15 FEET;
- SOUTH 00°19'39" WEST, A DISTANCE OF 651.20 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 AND THE EASTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF SMITH'S SUBDIVISION RECORDED AT RECEPTION NO. 238083 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE AND NORTHERLY BOUNDARY, NORTH 89°25'58" WEST, A DISTANCE OF 1,337.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 19.937 ACRES (868,458 SQUARE FEET, MORE OR LESS.

## GENERAL NOTES

- BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 00°13'36" EAST, A DISTANCE OF 2561.08 FEET.
- DISTANCES ON THIS ANNEXATION PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET.
- THIS MAP IS FOR ANNEXATION PURPOSES ONLY, NO MONUMENTS WERE SET.

## SURVEYORS CERTIFICATE

I, DALE C. RUSH, 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.

DALE C. RUSH, PLS NO. 33204  
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

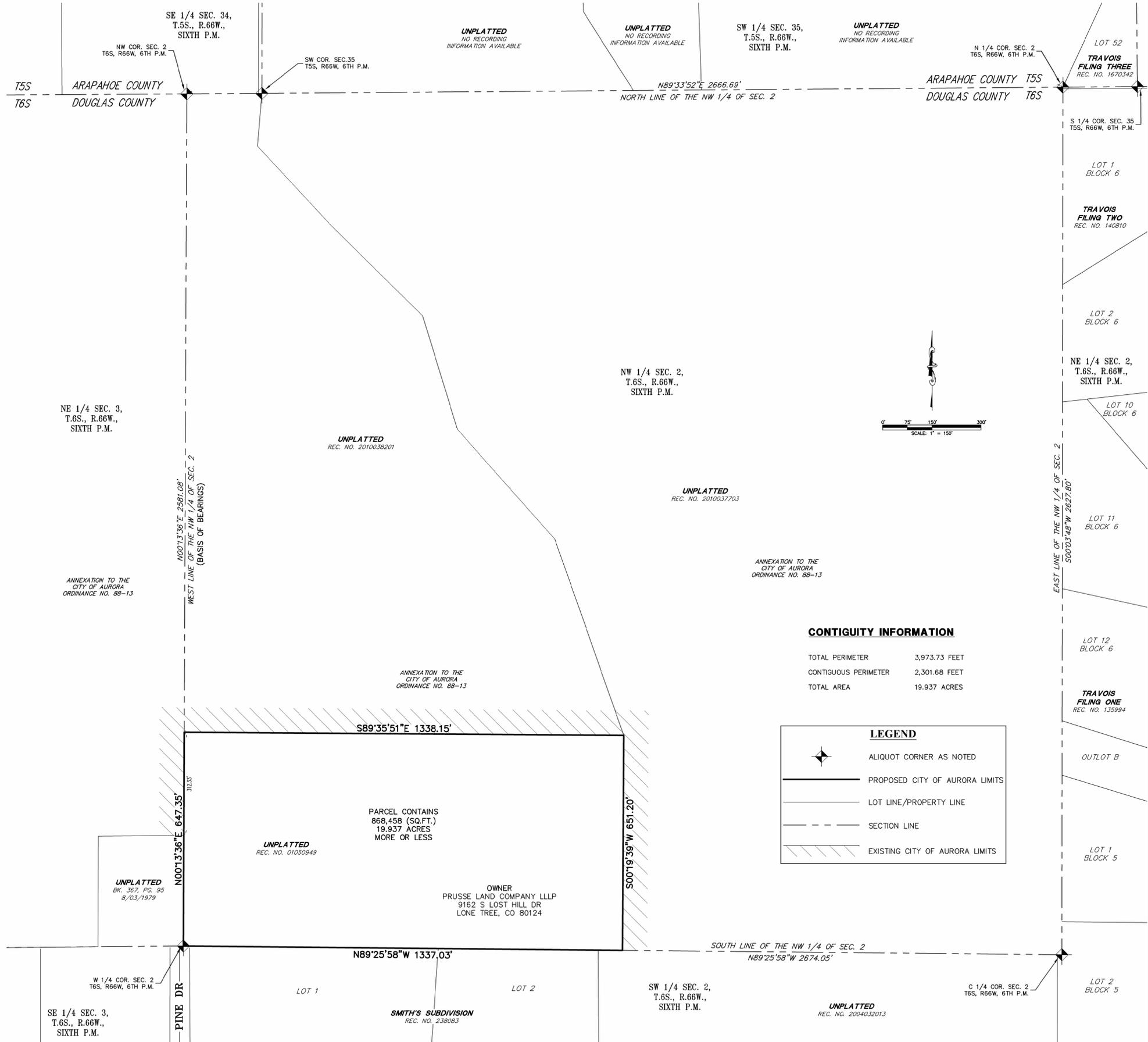
MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ATTORNEY \_\_\_\_\_ DATE \_\_\_\_\_  
CITY COUNCIL ORDINANCE NO. \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

## RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF DOUGLAS COUNTY, COLORADO AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

RECEPTION NO. \_\_\_\_\_

CLERK AND RECORDER \_\_\_\_\_ DEPUTY \_\_\_\_\_



## CONTIGUITY INFORMATION

TOTAL PERIMETER	3,973.73 FEET
CONTIGUOUS PERIMETER	2,301.68 FEET
TOTAL AREA	19.937 ACRES

**LEGEND**

- ALIQUOT CORNER AS NOTED
- PROPOSED CITY OF AURORA LIMITS
- LOT LINE/PROPERTY LINE
- SECTION LINE
- EXISTING CITY OF AURORA LIMITS

FOR REVIEW

SCALE 1" = 150'

REVISED DATE 2023-06-30

BY \_\_\_\_\_ DATE \_\_\_\_\_

REVISION DESCRIPTION

300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
www.aztecconsultants.com

**AZTEC**  
CONSULTANTS, INC.

ANNEXATION MAP  
NW 1/4 SEC. 2, T.6S., R.66W., 6TH P.M.  
DOUGLAS COUNTY, COLORADO

PREPARED FOR  
PRUSSE LAND COMPANY, LLLP  
9162 S. LOST HILL DRIVE, LONE TREE, CO 80124

SHEET  
**ONE**  
OF 1 SHEETS

62321-01  
JOB NO.

**LEGAL DESCRIPTION**  
**EXHIBIT A**

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING ALL OF THAT CERTAIN UNPLATTED LAND RECORDED AT RECEPTION NO. 01050949 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO;

SUBORDINATELY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY BOUNDARIES OF SAID UNPLATTED LAND, THE FOLLOWING FOUR (4) COURSES:

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2. SOUTH 89°35'51" EAST, A DISTANCE OF 1,338.15 FEET;
3. SOUTH 00°19'39" WEST, A DISTANCE OF 651.20 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF SMITH'S SUBDIVISION RECORDED AT RECEPTION NO. 238083 IN SAID OFFICIAL RECORDS;
4. ALONG SAID NORTHERLY BOUNDARY, NORTH 89°25'58" WEST, A DISTANCE OF 1,337.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 19.937 ACRES, (868,458 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DALE C. RUSH, PLS 33204  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122



**ILLUSTRATION FOR EXHIBIT A**  
SHEET 2 OF 2

NW COR.  
SEC. 2 T6S,  
R66W, 6TH P.M.

OWNER:  
PRUSSE LAND COMPANY LLLP  
9162 SOUTH LOST HILL DRIVE  
LONE TREE, CO 80124

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

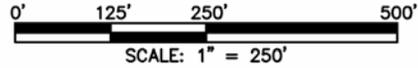
N00°13'36"E 2581.08'  
WEST LINE OF THE  
NW 1/4 OF SEC. 2  
(BASIS OF BEARINGS)

NW 1/4 SEC. 2,  
T.6S., R.66W.,  
SIXTH P.M.

**UNPLATTED**  
REC. NO. 2010038201

REC. NO. 2010037703  
**UNPLATTED**

NE 1/4 SEC. 3,  
T.6S., R.66W.,  
SIXTH P.M.



S89°35'51"E 1338.15'

N00°13'36"E  
647.35'

**UNPLATTED**  
NO RECORDING  
INFORMATION  
AVAILABLE

**UNPLATTED**  
REC. NO. 01050949

S00°19'39"W 651.20'

N89°25'58"W 1337.03'

SE 1/4  
SEC. 3,  
T.6S., R.66W.,  
SIXTH P.M.

**POINT OF BEGINNING**

W 1/4 COR. SEC. 2  
T6S, R66W, 6TH P.M.

**PINE DR**

LOT 1

LOT 2

**SMITH'S SUBDIVISION**

REC. NO. 238083

SW 1/4 SEC. 2,  
T.6S., R.66W.,  
SIXTH P.M.

PARCEL CONTAINS 868,458 SQ. FT.

**CITY OF AURORA, COLORADO**

A PARCEL OF LAND  
BEING A PART OF THE NW 1/4 OF SEC. 2  
T.6S., R.66W., SIXTH P.M.  
COUNTY OF DOUGLAS, STATE OF COLORADO

DRAWN BY: BAM	SCALE: 1"=250'	R-O-W FILE NO.
CHECKED BY: DCR	DATE: 6/30/2023	JOB NO. 62321-01



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> The Overlook at Kings Point South – Zoning Map Amendment
<b>Item Initiator:</b> Erik Gates, Planner 1
<b>Staff Source/Legal Source:</b> Erik Gates, Planner, Planning and Development Services / Rachel Allen, Manager of Client Services, City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/17/2023

**2<sup>nd</sup> Regular Meeting (if applicable):** 7/31/2023

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

### ITEM DETAILS

A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING A PARCEL OF LAND MEASURING 20 ACRES MORE OR LESS NEAR THE NORTHEAST CORNER OF EAST SPUR LANE AND PINE DRIVE TO LOW DENSITY SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (THE OVERLOOK AT KINGS POINT SOUTH ZONING MAP AMENDMENT)  
Erik Gates, Planner, Planning and Development Services / Rachel Allen, Manager of Client Services, City Attorney

### ACTIONS(S) PROPOSED

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** Planning and Zoning Commission

**Policy Committee Date:** 6/14/2023

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

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

---

## HISTORY

The Planning and Zoning Commission heard the applicant’s request for a Zoning Map Amendment in a public hearing on June 14<sup>th</sup>, 2023 and voted unanimously (7-0) to recommend approval to City Council. The Planning Commission Meeting Summary is attached (see Exhibit E) and this details the discussion and Planning Commission action on this item.

---

## ITEM SUMMARY

The applicant, Prusse Development, is requesting approval of an Initial Zoning of a piece of land measuring approximately 20 acres to Residential – Low Density Single-Family (R-1) zoning. The parcel is currently under consideration for annexation into the City of Aurora, and the annexation is also scheduled to be heard at first reading at the July 17<sup>th</sup> City Council hearing. The subject property is located within Subarea C, approximately 3,300 ft south of E-470 and east of the anticipated Pine Drive extension in Douglas County.

The property owner is planning to develop a single-family neighborhood on this site on adjacent land to the north and east. This neighborhood is also anticipated to include privately managed parks and a trail network. An application for a Master Plan has been submitted concurrently with this initial zoning application (Case Number 2023-7003-00). The Master Plan application is still under Staff review and is currently expected to receive an administrative decision in August. Future development will also require site plan approval and infrastructure improvements to access the site.

Thirteen (13) adjacent property owners and six (6) registered neighborhood organizations were notified of the application. Two (2) comments have been received on the application during Staff review, however these comments were related to the items proposed in the Master Plan rather than the Initial Zoning itself. Therefore, no neighborhood meeting was held on this Zoning Map Amendment application.

---

## FISCAL IMPACT

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

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

### REVENUE IMPACT

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

N/A

### BUDGETED EXPENDITURE IMPACT

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

N/A

### NON-BUDGETED EXPENDITURE IMPACT

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

N/A

### WORKLOAD IMPACT

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

---

**QUESTIONS FOR COUNCIL**

Does the City Council wish to approve the Zoning Map Amendment to initially zone the parcel of land to the R-1 District upon annexation into the City of Aurora?

---

**LEGAL COMMENTS**

An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council, after a public hearing, finds that the following criteria have been met.

- (1) The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or
- (2) The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
  - (a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
  - (b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and
  - (c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (City Code Sec. 146-5.4.1.C) (Money)



**The Overlook at Kings Point South  
Zoning Map Amendment**

**City of Aurora, Colorado**

Case Number: 2023-2004-00  
Development Application: #1628-08

*Aurora is  
Worth Discovering!*

Feet 0 500 1,000

**Planning & Development Services**  
15151 E. Alameda Parkway  
Aurora CO 80012 USA  
AuroraGov.org  
303.739.7217  
GIS@auroragov.org



2953 South Peoria Street, Suite 101  
Aurora, Colorado 80014  
303.770.7201 fax 303.770.7132

March 22, 2023

Mr. Erik Gates  
City of Aurora Planning Department  
15151 E. Alameda Parkway  
Aurora, CO 80012

Dear Mr. Gates,

THK Associates, on behalf of Prusse Land Company LLC is applying for an initial zoning of +/-20 acres adjacent to and to be incorporated within The Overlook at Kings Point South. The requested initial zoning will be for R-1 zoning and that is complementary with the Rural Residential and Agricultural zoning in adjacent Douglas County, and adjacent R-1 zoning within the City of Aurora.

The applicant has already begun the annexation process with the City of Aurora. Annexation will occur concurrently with this zoning map amendment and Master Plan review and approval.

We look forward to working with the City during this process. Please don't hesitate to contact me with any questions or comments.

Regards,

Julie Gamec | THK Associates, Inc. | Principal  
303-770-7201

**ZONING MAP AMENDMENT (INITIAL ZONING) JUSTIFICATION**

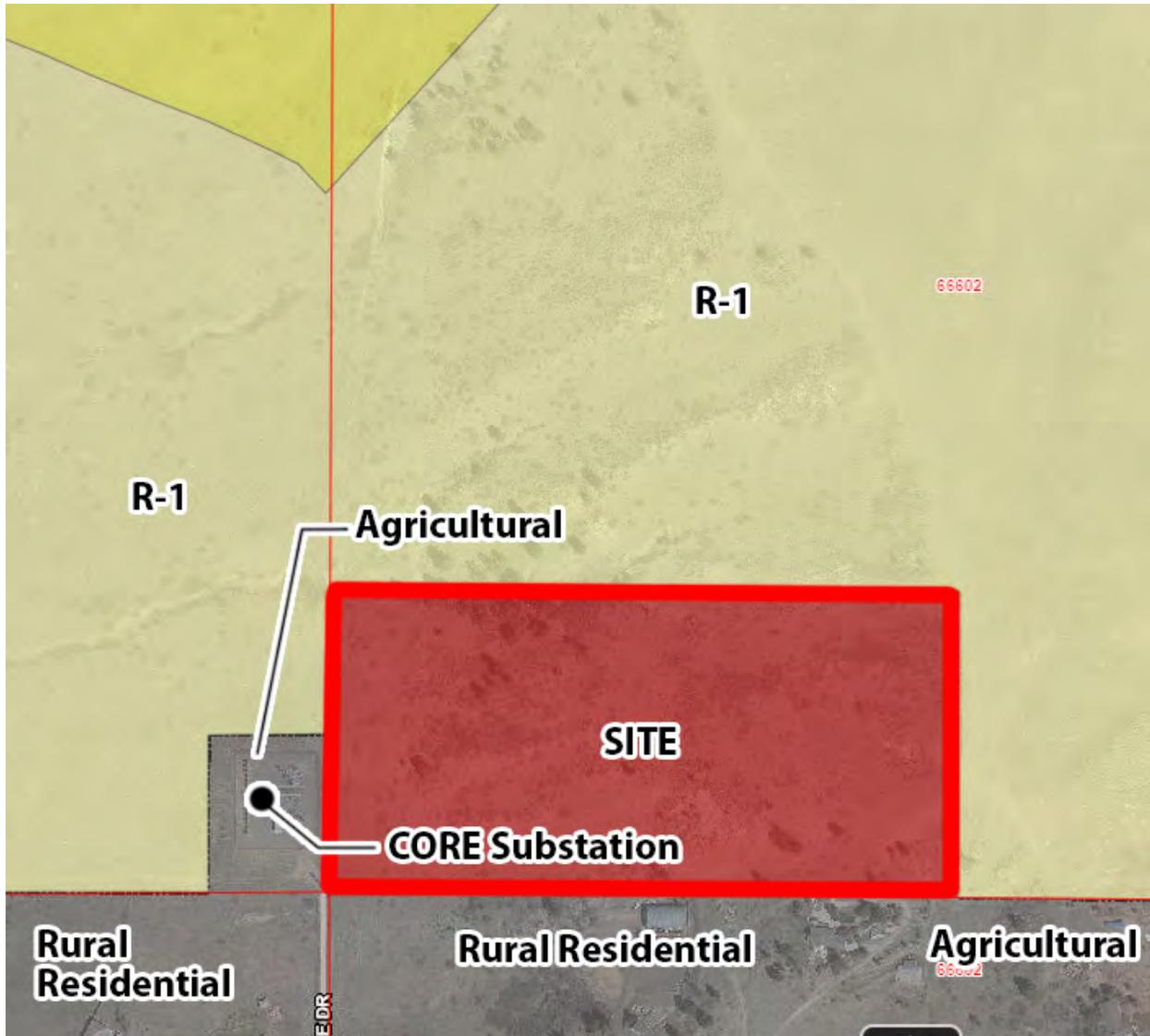
**+/-20 Acres for the Overlook at Kings Point South**

Per the Unified Development Ordinance (UDO) the Criteria for Approval listed in Article 146-5.4.1.C.3.a states the following criteria must be met:

1. The change to the Zoning Map is needed to correct an error
2. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
  - a. The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
  - b. The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and
  - c. The application demonstrates that the change in zoning will not create significant dislocation of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

The request to change the zoning map is not needed to correct an error.

The applicant is proposing to initially zone +/-20 acres. Currently, the site is undeveloped, located within Douglas County and zoned A1-Agricultural One.



The applicant proposes that the site be initially zoned to R-1 Low-Density Single-Family Residential District zoning. This request is to respect the neighbors in the adjacent neighborhoods in unincorporated Douglas County and adjacent existing R-1 zoning within the City of Aurora. All adjacent zoning to the north and east of the site is within the City of Aurora and is zoned R-1. The site to the west is an existing CORE substation within Douglas County and is zoned A1 – Agricultural One and the area to the south is within Douglas County and is zoned RR- Rural Residential. The Travois Neighborhood, while not adjacent to this parcel, is adjacent to the Overlook at Kings Point and is within Douglas County and is zoned A1-Agricultural One.

---

The proposed initial zoning request of R-1 is consistent with the intent of the Comprehensive Plan. The Comprehensive Plan notes the Placetype in this area as Established Neighborhood. The primary land uses defined in the Comprehensive Plan for Established Neighborhood include the following:

- Single-Family Detached Residential
- Single-Family Attached Residential
- Multifamily Residential

The supporting land uses defined in the Comprehensive Plan for Established Neighborhood include the following:

- Restaurant
- Commercial Retail
- Office
- Institutional
- Parks and Open Space
- Community Garden

The Placetype of Established Neighborhood encompasses the use and feeling of the R-1 zoning. The new zoning encourages blending of new development with existing development by limiting density and allowing the project to accommodate existing topography and dimensional standards as defined in the UDO.

Per the UDO, the purpose of the R-1 district is to promote and preserve safe and attractive low-density single-family residences. The district would prohibit all commercial activities except permitted home occupations. The R-1 district is generally comprised of medium to large suburban lots.

The Dimensional Standards of the proposed rezone are compatible with the surrounding development, as that is already zoned R-1, Rural Residential and Agricultural. All of The Overlook at Kings Point South development will be subject to the Overlook at Kings Point South Master Plan which outlines its own development standards, above and beyond the city code. The Master Plan is being submitted to the City concurrently with this zoning map amendment.

Currently, the site is undeveloped and so no dislocations of tenants or occupants will occur. The rezoning of this property would allow for future development to be consistent with the Comprehensive Plan, and surrounding development.

## LEGAL DESCRIPTION EXHIBIT A

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING ALL OF THAT CERTAIN UNPLATTED LAND RECORDED AT RECEPTION NO. 01050949 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO;

SUBORDINATELY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE WEST QUARTER CORNER OF SAID SECTION 2, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 BEARS NORTH 00°13'36" EAST, A DISTANCE OF 2,581.08 FEET WITH ALL BEARINGS HEREIN REFERENCED TO SAID LINE, ALSO BEING THE SOUTHWEST CORNER OF SAID UNPLATTED LAND;

THENCE ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY BOUNDARIES OF SAID UNPLATTED LAND, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 00°13'36" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 647.35 FEET;
2. SOUTH 89°35'51" EAST, A DISTANCE OF 1,338.15 FEET;
3. SOUTH 00°19'39" WEST, A DISTANCE OF 651.20 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF SMITH'S SUBDIVISION RECORDED AT RECEPTION NO. 238083 IN SAID OFFICIAL RECORDS;
4. ALONG SAID NORTHERLY BOUNDARY, NORTH 89°25'58" WEST, A DISTANCE OF 1,337.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 19.937 ACRES, (868,458 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DALE C. RUSH, PLS 33204  
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
 FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
 300 E. MINERAL AVENUE, SUITE 1  
 LITTLETON, CO 80122



**ILLUSTRATION FOR EXHIBIT A**  
SHEET 2 OF 2

NW COR.  
SEC. 2 T6S,  
R66W, 6TH P.M.

OWNER:  
PRUSSE LAND COMPANY LLLP  
9162 SOUTH LOST HILL DRIVE  
LONE TREE, CO 80124

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

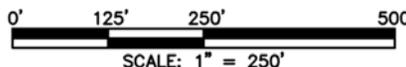
N00°13'36"E 2581.08'  
WEST LINE OF THE  
NW 1/4 OF SEC. 2  
(BASIS OF BEARINGS)

NW 1/4 SEC. 2,  
T.6S., R.66W.,  
SIXTH P.M.

**UNPLATTED**  
REC. NO. 2010038201

REC. NO. 2010037703  
**UNPLATTED**

NE 1/4 SEC. 3,  
T.6S., R.66W.,  
SIXTH P.M.



S89°35'51"E 1338.15'

N00°13'36"E  
647.35'

**UNPLATTED**  
NO RECORDING  
INFORMATION  
AVAILABLE

**UNPLATTED**  
REC. NO. 01050949

S00°19'39"W 651.20'

N89°25'58"W 1337.03'

SE 1/4  
SEC. 3,  
T.6S., R.66W.,  
SIXTH P.M.

**POINT OF BEGINNING**

W 1/4 COR. SEC. 2  
T6S, R66W, 6TH P.M.

**PINE DR**

LOT 1                      LOT 2

**SMITH'S SUBDIVISION**

REC. NO. 238083

SW 1/4 SEC. 2,  
T.6S., R.66W.,  
SIXTH P.M.

PARCEL CONTAINS 868,458 SQ. FT.

**CITY OF AURORA, COLORADO**

A PARCEL OF LAND  
BEING A PART OF THE NW 1/4 OF SEC. 2  
T.6S., R.66W., SIXTH P.M.  
CITY OF AURORA, COUNTY OF DOUGLAS  
STATE OF COLORADO

DRAWN BY: BAM	SCALE: 1"=250'	R-O-W FILE NO.
CHECKED BY: DCR	DATE: 5/24/2022	JOB NO. 62321-01



NOVEMBER 1, 2022



**Planning and Zoning Commission  
DRAFT MINUTES  
June 14, 2023**

**Commissioners Present**

**Garrett Walls  
Becky Hogan  
Robert Gaiser  
Sondra Banka  
Gayle Jetchick  
Melvin Bush  
Garrett Ahern**

**1. Study Session – 5:00 p.m. –No Study Session Scheduled**

**2. Regular Meeting – Call to Order 6:10 p.m.**

**3. Roll Call**

**4. Pledge of Allegiance**

Not Conducted Due to Virtual Meeting

**5. Approval of the Planning Commission Minutes**

**5.a. 05.12.2023 Draft Planning Commission Retreat Minutes**

A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER BUSH TO APPROVE THE MINUTES AS SUBMITTED.

MINUTES APPROVED UNANIMOUSLY.

**5.b. 05.24.2023 Draft Planning Commission Meeting Minutes**

A MOTION WAS MADE BY COMMISSIONER HOGAN AND SECONDED BY COMMISSIONER JETCHICK

TO APPROVE THE MINUTES AS SUBMITTED.

MINUTES WERE APPROVED ON A VOTE OF 6 TO 0 WITH CHAIRMAN WALLS ABSTAINING.

**6. Adoption of Agenda**

A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 7a-b WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

MOTION PASSED UNANIMOUSLY.



**Planning and Zoning Commission  
DRAFT MINUTES  
June 14, 2023**

**7. General Business**

**7a. OVERLOOK AT KINGS POINT SOUTH – ZONING MAP AMENDMENT TO INITIALLY ZONE 20 ACRES TO R-1 (LOW-DENSITY SINGLE-FAMILY RESIDENTIAL) DISTRICT**

The applicant, Prusse Development, is requesting a recommendation of approval to the City Council for an Initial Zoning of a piece of land measuring approximately 20 acres to Residential – Low Density Single-Family (R-1) zoning. The parcel is currently under consideration for annexation into the City of Aurora, and the annexation is anticipated to be heard at the first reading at the June 26, 2023, City Council hearing. The subject property is located within Subarea C, approximately 3,300 feet south of E-470 and east of the anticipated Pine Drive extension in Douglas County.

The property owner is planning to develop a single-family neighborhood on this site and on adjacent land to the north and east. This neighborhood is also anticipated to include privately managed parks and a trail network. An application for a Master Plan has been submitted concurrently with this initial zoning application (Case Number 2023-7003-00). The Master Plan application is still under staff review and is currently expected to receive an administrative decision in August. Future development will also require site plan approval and infrastructure improvements to access the site.

Thirteen (13) adjacent property owners and six (6) registered neighborhood organizations were notified of the application. Two (2) comments were received on the application during the staff review; however, these comments were related to the items proposed in the Master Plan rather than the Initial Zoning itself. Therefore, no neighborhood meeting was held on this Zoning Map Amendment application. Staff has not received additional comments as a result of the Planning and Zoning Commission Public Hearing Notice and signposting.

**Testimony Given at the Hearing:**

Erik Gates, Case Manager, gave a presentation of the item, including the staff recommendation.

Chairman Walls requested an overview of the annexation agreement. Mr. Gates indicated that the second reading of the annexation agreement and zoning map amendment will be considered at an upcoming scheduled City Council meeting.

Commissioner Banka asked if this project will be subject to the turf requirements of the city. Mr. Gates responded yes; it was his understanding.

Commissioner Gaiser asked if homeowner associations (HOAs) outside the city were notified of this project. Mr. Gates replied that all adjacent property owners and HOAs were notified and afforded the same rights as the City of Aurora citizens.

David Lubar, Travois 3 HOA, 8144 S Ireland Way, Aurora CO 80016, citizen, commented on the item. Mr. Lubar asked that staff clarify how the project impacts Pines Drive. Mr. Lubar also requested confirmation of the zoning district requested. Mr. Gates provided information on the planned expansion of Pine Drive. Mr. Gates also noted that the zoning district requested by the applicant is R-1 (Low-Density Single-Family Residential).



**Planning and Zoning Commission  
DRAFT MINUTES  
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Julie Gamec, THK Associates, Inc., 2953 S Peoria Street STE 101, Aurora, CO 80014, the agent representing the applicant, was available for questions. Ms. Gamec confirmed R-1 zoning is being requested. Ms. Gamec also elaborated on the intent to pursue R-1 due preservation of black forest trees and consideration for neighbors.

**Planning Commission Results**

**AGENDA ITEM 7a – ZONING MAP AMENDMENT TO INITIALLY ZONE 20 ACRES TO R-1 (LOW-DENSITY SINGLE-FAMILY RESIDENTIAL) DISTRICT**

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER BUSH.

MOVE TO RECOMMEND APPROVAL OF THE ZONING MAP AMENDMENT TO THE CITY COUNCIL INITIALLY ZONING THE SUBJECT PROPERTY TO R-1 (LOW-DENSITY SINGLE-FAMILY DISTRICT), BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN SECTION 146-5.4.1.C.1.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT REMAINS CONSISTENT WITH THE SPIRIT AND INTENT OF THE ESTABLISHED NEIGHBORHOOD PLACETYPE OF THE COMPREHENSIVE PLAN;
2. THE ZONING MAP AMENDMENT DOES NOT IMPACT COMPATIBILITY WITH THE SURROUNDING AREAS OR USES; AND,
3. IT WILL NOT CREATE ANY DISLOCATIONS OF TENANTS OR OCCUPANTS OF THE PROPERTY.

**Further Discussion:**

No further discussion occurred.

MOTION PASSED UNANIMOUSLY



**Planning and Zoning Commission  
DRAFT MINUTES  
June 14, 2023**

**7b. APPLGREEN AT AURORA NB - SITE PLAN WITH ADJUSTMENT**

The applicant, Applegreen PLC, is proposing a Site Plan for a fuel dispensing station, with six fuel pumps, and a convenience store/restaurant, with a drive-through on 4.48 acres. The site is zoned Airport District (AD) and Accident Potential Zone District (APZ) in Subarea C. The project is located on the east side of E-470, between E Jewell Avenue and E Hampden Avenue. The site is surrounded by the AD zone district to the north and east, by unincorporated Arapahoe County to the south, and by the APZ zone district to the west across E-470. All surrounding parcels are currently vacant, though a light industrial business park master plan is in review to the north and east, and an RV Storage facility has received master plan approval across E-470 to the west. This site is located within the Innovation Campus placetype of the Aurora Places Comprehensive Plan. The land itself is owned by the E-470 Public Highway Authority and will only be publicly accessed by vehicles traveling on E-470. The existing toll plaza on the site will be demolished. One is requested with the application.

The proposal for the convenience store and fuel dispensing station structures themselves are located entirely within the AD zone district and are both permitted uses. The APZ-zoned portion of the site covers the western portion of the site and largely only contains parking, drive lanes, and outdoor seating. The proposed drive-through will be located on the back side of the store and will not front onto any existing roadway. Eighty-three (83) parking spaces, which include five accessible spaces and eight EV charging stations, are proposed to be provided. An emergency access drive is also proposed connecting this site to S Gun Club Road to the east perimeter of this site.

An adjustment is proposed from Section 146-4.7.5.G of the Unified Development Ordinance (UDO) to allow for a reduced E-470 street-side landscape buffer of eight feet. The applicant has stated that the reduced buffer is needed for the economic viability of the site as it is intended to serve E-470 travelers directly. The applicant has also proposed additional plant material to mitigate the impact of this requested adjustment.

Five (5) adjacent property owners and twelve (12) registered neighborhood organizations were notified of the application. No comments were received regarding the application during the staff review. Therefore, no neighborhood meeting was held. Staff has not received additional comments as a result of the Planning and Zoning Commission Public Hearing notice and signposting.

**Testimony Given at the Hearing:**

Erik Gates, Case Manager, gave a presentation of the item, including the staff recommendation.

Chairman Walls expressed concerns about reducing buffers due to the safety of property damage. Chairman Walls asked if a guardrail will be incorporated into plan designs for safety. Mr. Gates responded that it was his understanding an additional guardrail would not be included in the plans. He deferred to the applicant to respond to the concern expressed.

Commissioner Jetchick asked if the multi-modal access purposed for the site includes bike access. Mr. Gates responded yes.



**Planning and Zoning Commission  
DRAFT MINUTES  
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Commissioner Hogan expressed concerns about the area's water issues and the project's impact. Mr. Gates replied that a condition of approval has been applied to this project which dictates that all comments from Aurora Water pertaining to the on-site water-treatment facility be resolved.

Commissioner Hogan asked what would occur for this project if approved by the commission, and that condition was not met. Mr. Gates replied that permits would not be issued to the applicant to move forward with the development.

Commissioner Hogan asked where signage for the project is intended. Mr. Gates responded that signage would be included at the initial entrance to the site and on the building. Questions pertaining to future signage were deferred to the applicant.

Commissioner Hogan asked the representative for E-470 Highway Authority if E-470 approves this project.

Chuck Weiss, E-470 Public Highway Authority, 22470 E Stephen D Hogan Parkway STE 110, Aurora, CO 80018, an agent representing the applicant, was available for questions. Mr. Weiss indicated that E-470 Highway Authority is in support of this project. Mr. Weiss noted that the project will utilize no longer used toll facility buildings. By repurposing these buildings, Mr. Weiss noted that customers will be granted access to amenities without the need to exit E-470 to ancillary streets. This change would decrease toll burdens for customers of E-470 who have been paying tolls to exit and re-enter the highway.

Jody Newton, Masterworks LLC, 220 S Wilcox Street STE 249, Castle Rock, CO, 80104, the agent representing the applicant, gave a presentation of the item. Ms. Newton reviewed Applegreen's partnership with E-470 Highway Authority to repurpose toll booths that have been vacant for some time. Ms. Newton also noted continued collaboration with City of Aurora Water to ensure all sewage concerns are addressed.

Ms. Newton also responded to questions from Commissioner Hogan on signage by indicating that a separate application for a monument sign along E-470 is intended to be submitted to the City of Aurora at a later time.

Corey McGarry, Applegreen, 56 Brownstone Way, Englewood, NJ 07631, applicant, gave a presentation of the item. Mr. McGarry discussed project designs and expressed excitement about working with the City of Aurora.

Leigh Hewerdine, Applegreen, 160 E Station Dr, Pittsburg, PA 15219, applicant, was available for questions. Ms. Hewerdine reviewed the Applegreen customer service model.

Mark Delgado, DCB Construction, 909 E 62<sup>nd</sup> Avenue, Denver, CO 80216, agent representing the applicant, was available for questions. Mr. Delgado addressed questions pertaining to barricades and guardrails. Mr. Delgado indicated that a barricade is already located within 50 feet of parking spaces at the site. He also indicated that coordination was made with E-470 Highway Authority to ensure proximity issues and safety concerns were mitigated.

Mark Cevall, Redland, 1500 W Canal Court, an agent representing the applicant, was available for questions. Mr. Cevall noted an existing water source for the site. Mr. Cevall indicated the repurposed building will have higher wastewater discharge. An onsite wastewater treatment plant was initially purposed but not supported by the City of Aurora Water. Mr. Cevall indicated that they are working with the city to pursue alternatives for wastewater treatment.



**Planning and Zoning Commission  
DRAFT MINUTES  
June 14, 2023**

Commissioner Jetchick asked if EV (electronic vehicle) charging stations purposed will be a quick charge.

Corey McGarry, Applegreen, 56 Brownstone Way, Englewood, NJ 07631, applicant, responded to the commissioners' question. Information on Applegreen Electric was provided, which is an entity that oversees electronic charging stations for Applegreen facilities. Mr. McGarry indicated that quick charging stations are preferred for this project.

Commissioner Ahern asked for clarification on whether the toll facilities are being leased by Applegreen from E-470 Highway Authority. Ms. Newton indicated these facilities will be leased.

Commissioner Ahern asked if the leasing of these facilities will impact the E-470 Highway Authority's bond repayment obligations for the construction of the E-470 toll highway. Mr. Weiss responded that the leasing of these facilities has no impact on E-470's payment obligations.

Michael Heffernan, DCB Construction, 909 E 62<sup>nd</sup> Avenue, Denver, CO 80216, an agent representing the applicant, was available for questions.

**Planning Commission Results**

**AGENDA ITEM 7b – SITE PLAN WITH ADJUSTMENT**

A MOTION WAS MADE BY COMMISSIONER GAISER AND SECONDED BY COMMISSIONER HOGAN.

APPROVE, WITH TWO CONDITIONS, THE SITE PLAN, WITH AN ADJUSTMENT FOR LANDSCAPE BUFFER ALONG E-470 BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.B.2 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. COMPLIES WITH THE STANDARDS AND REVIEW CRITERIA OF THE UDO AND INNOVATION CAMPUS PLACETYPE OF THE AURORA PLACES COMPREHENSIVE PLAN;
2. CAN BE SUPPORTED BY THE CITY'S INFRASTRUCTURE;
3. PLANS FOR DRAINAGE AND RUNOFF WATER QUALITY ISSUES;
4. PROVIDES FOR MULTIMODAL ACCESS AND PARKING;
5. IS COMPATIBLE WITH SURROUNDING PROPOSED USES; AND,
6. MITIGATES NEGATIVE EXTERNAL EFFECTS ON NEARBY USES WITH ADEQUATE LANDSCAPE BUFFERING AND LOCATING THE MOST INTENSIVE DEVELOPMENT TO THE CENTER OF THE SITE AWAY FROM INTERIOR LOT LINES.

APPROVAL IS TO BE SUBJECT TO THE FOLLOWING CONDITIONS:

1. RESOLUTION OF ALL OUTSTANDING TECHNICAL ISSUES PRIOR TO THE RECORDATION OF THE SITE PLAN AND ISSUANCE OF ANY BUILDING PERMITS.
2. RESOLUTION OF ALL COMMENTS RELATING TO THE ON-SITE WATER TREATMENT FACILITY.



**Planning and Zoning Commission  
DRAFT MINUTES  
June 14, 2023**

**Further Discussion:**

Chairman Walls welcomed the applicant to the City of Aurora and expressed support for the proposal to repurpose unused toll facilities and bring EV, gas, and diesel offerings to motor vehicle users as well as on-site play stations for children.

Commissioner Hogan also expressed support for the proposal.

MOTION PASSED UNANIMOUSLY



**Planning and Zoning Commission  
DRAFT MINUTES  
June 14, 2023**

**8. Public Invited to be Heard**

There was no public comment.

**9. Commissioner Comments/Miscellaneous Items of Business**

There were no comments.

**10. Reports**

**10a. Report by Planning Division Manager**

Stephen Rodriguez, Planning Supervisor, reviewed the Administrative Decisions made over the past two weeks on behalf of Brandon Cammarata, Planning Division Manager.

Projects include Green Valley Ranch East Filing No 11 Plat Vacation, High Point at DIA – Master Plan Amendment, Aurora One PA-5, and Transport Colorado Wastewater Treatment Plant – Site Plan.

Commissioner Hogan asked if there has been a policy change implemented on the noticing practices from homeowner associations HOAs.

Mr. Rodriguez indicated no official changes have been implemented at this time.

Commissioner Gaiser indicated that the Aurora City Council recently approved a measure that two official members of a homeowner's association HOA are to be noticed.

**10b. Report by City Attorney**

Dan Money, City Attorney, was available for questions.

Chairman Walls asked for information on the Echelon appeal to City Council.

Mr. Money replied that the case against Planning & Zoning Commission has been dismissed. The appeal is still being considered in a legal suit.

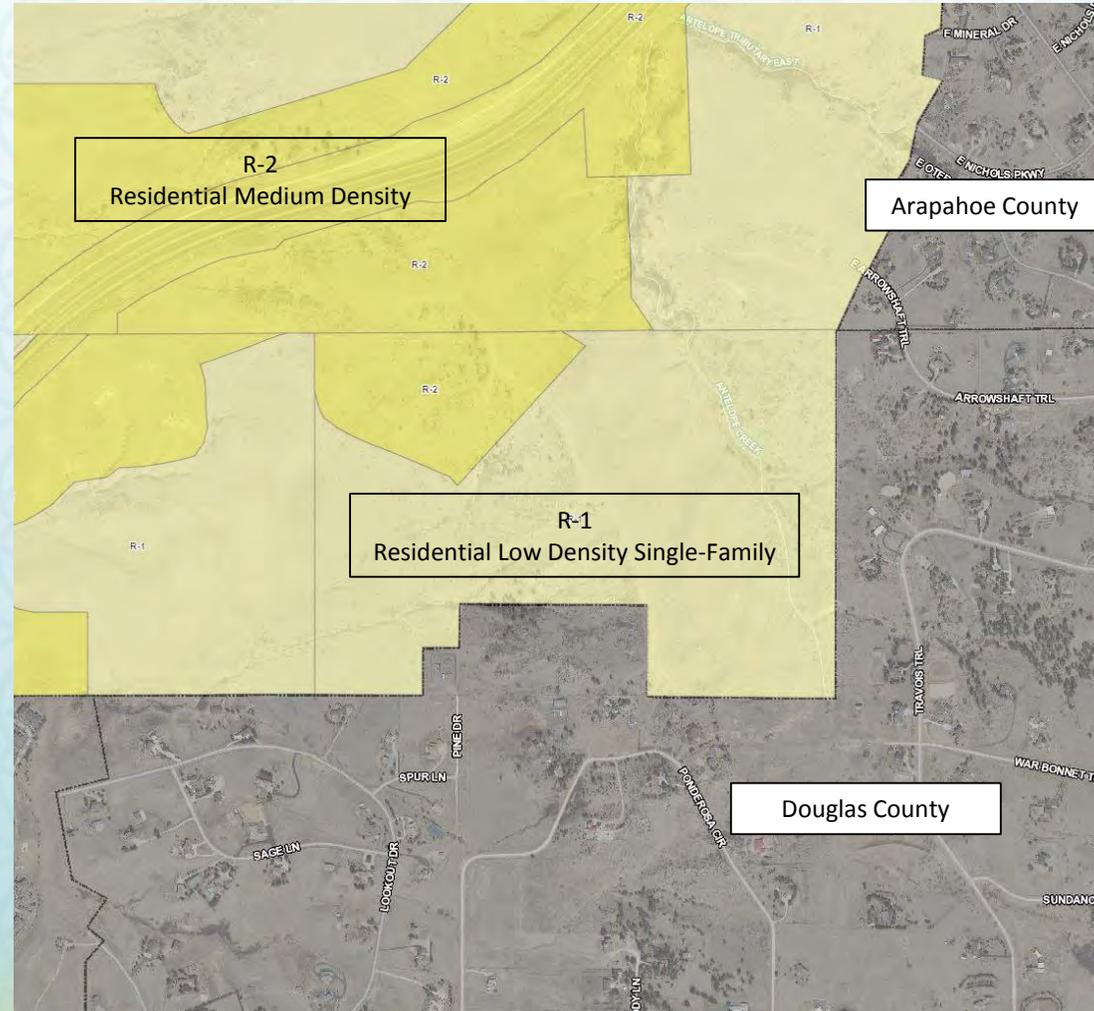
**11. Adjournment**

Chairman Walls adjourned the meeting at 7:10 p.m. until Wednesday, June 28, 2023.

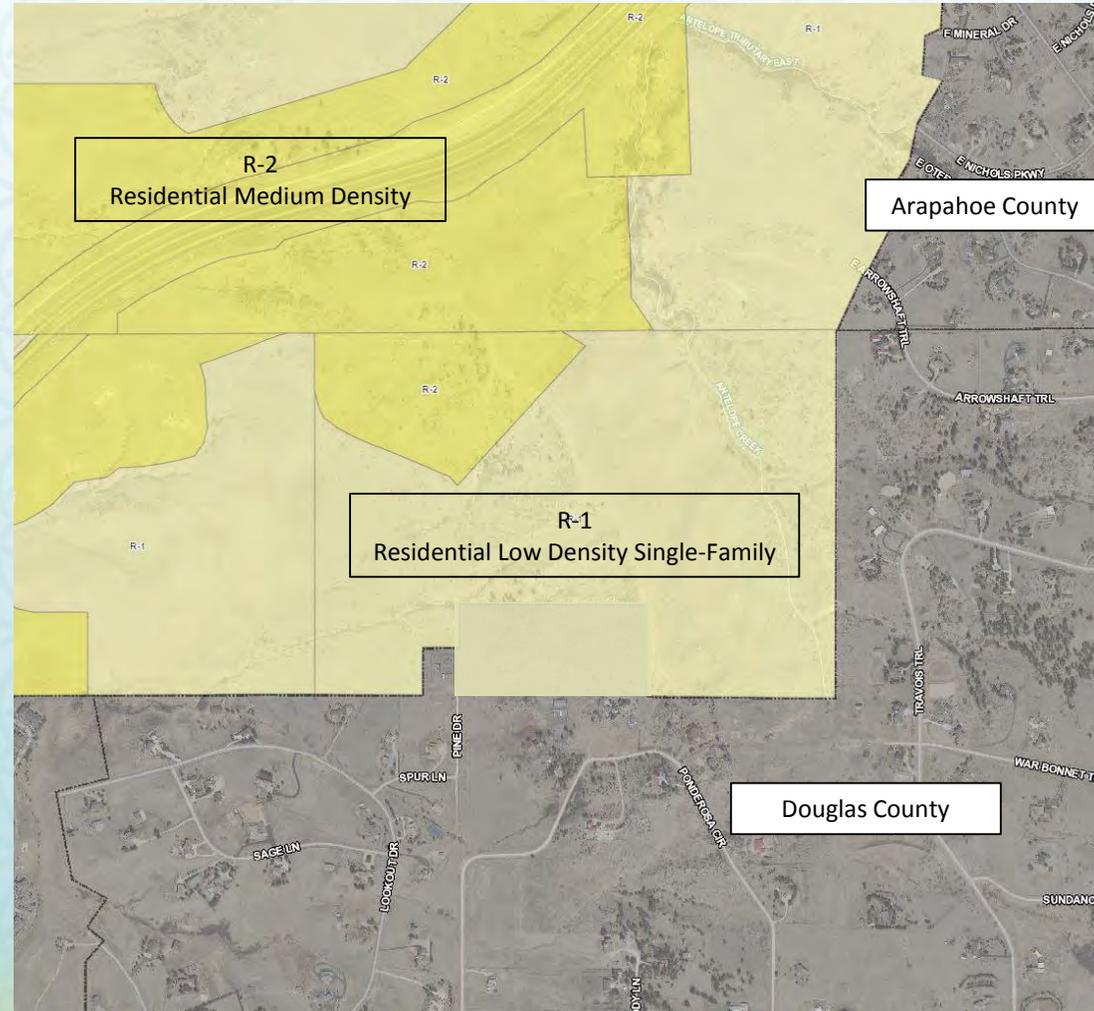
# VICINITY MAP



# CURRENT ZONING MAP



# PROPOSED ZONING MAP



ORDINANCE NO. 2023 - \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING A PARCEL OF LAND MEASURING TWENTY ACRES, MORE OR LESS, NEAR THE NORTHEAST CORNER OF EAST SPUR LANE AND PINE DRIVE TO LOW-DENSITY SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (THE OVERLOOK AT KINGS POINT SOUTH ZONING MAP AMENDMENT)

WHEREAS, the applicant has requested that approximately twenty acres of land, more or less, generally located near the Northeast Corner of East Spur Lane and Pine Drive to Low-Density Single-Family Residential Zone District (R-1); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the initial zoning of property within the City of Aurora, Colorado (the “City”), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on June 14, 2023, following a public hearing, the Planning and Zoning Commission voted to recommend the zoning of the parcel.

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

Section 1. Based on the evidence presented at tonight’s public hearing, City Council finds and determines that: the zoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the property.

Section 2. The parcel, as more particularly described in “Exhibit A,” attached hereto and incorporated herein, is hereby zoned Low-Density Single-Family Residential Zone District (R-1), and the City zoning map is hereby amended in accordance with said zoning.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 4. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the Office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
RACHEL ALLEN, Client Group Manager

**LEGAL DESCRIPTION**  
**EXHIBIT A**

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING ALL OF THAT CERTAIN UNPLATTED LAND RECORDED AT RECEPTION NO. 01050949 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO;

SUBORDINATELY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE WEST QUARTER CORNER OF SAID SECTION 2, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 BEARS NORTH 00°13'36" EAST, A DISTANCE OF 2,581.08 FEET WITH ALL BEARINGS HEREIN REFERENCED TO SAID LINE, ALSO BEING THE SOUTHWEST CORNER OF SAID UNPLATTED LAND;

THENCE ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY BOUNDARIES OF SAID UNPLATTED LAND, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 00°13'36" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 647.35 FEET;
2. SOUTH 89°35'51" EAST, A DISTANCE OF 1,338.15 FEET;
3. SOUTH 00°19'39" WEST, A DISTANCE OF 651.20 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF SMITH'S SUBDIVISION RECORDED AT RECEPTION NO. 238083 IN SAID OFFICIAL RECORDS;
4. ALONG SAID NORTHERLY BOUNDARY, NORTH 89°25'58" WEST, A DISTANCE OF 1,337.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 19.937 ACRES, (868,458 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DALE C. RUSH, PLS 33204  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, CO 80122



**ILLUSTRATION FOR EXHIBIT A**  
SHEET 2 OF 2

NW COR.  
SEC. 2 T6S,  
R66W, 6TH P.M.

OWNER:  
PRUSSE LAND COMPANY LLLP  
9162 SOUTH LOST HILL DRIVE  
LONE TREE, CO 80124

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

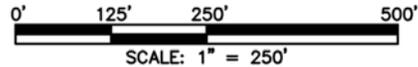
N00°13'36"E 2581.08'  
WEST LINE OF THE  
NW 1/4 OF SEC. 2  
(BASIS OF BEARINGS)

NW 1/4 SEC. 2,  
T.6S., R.66W.,  
SIXTH P.M.

**UNPLATTED**  
REC. NO. 2010038201

REC. NO. 2010037703  
**UNPLATTED**

NE 1/4 SEC. 3,  
T.6S., R.66W.,  
SIXTH P.M.



S89°35'51"E 1338.15'

N00°13'36"E  
647.35'

**UNPLATTED**  
NO RECORDING  
INFORMATION  
AVAILABLE

**UNPLATTED**  
REC. NO. 01050949

S00°19'39"W 651.20'

N89°25'58"W 1337.03'

SE 1/4  
SEC. 3,  
T.6S., R.66W.,  
SIXTH P.M.

**POINT OF BEGINNING**

W 1/4 COR. SEC. 2  
T6S, R66W, 6TH P.M.

**PINE DR**

LOT 1                      LOT 2  
**SMITH'S SUBDIVISION**  
REC. NO. 238083

SW 1/4 SEC. 2,  
T.6S., R.66W.,  
SIXTH P.M.

PARCEL CONTAINS 868,458 SQ. FT.

**CITY OF AURORA, COLORADO**

A PARCEL OF LAND  
BEING A PART OF THE NW 1/4 OF SEC. 2  
T.6S., R.66W., SIXTH P.M.  
CITY OF AURORA, COUNTY OF DOUGLAS  
STATE OF COLORADO

DRAWN BY: BAM	SCALE: 1"=250'	R-O-W FILE NO.
CHECKED BY: DCR	DATE: 5/24/2022	JOB NO. 62321-01



# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Overlook at King’s Point South Annexation Agreement
<b>Item Initiator:</b> Jacob Cox, Manager of Development Assistance
<b>Staff Source/Legal Source:</b> Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

### COUNCIL MEETING DATES:

**Study Session:** N/A

**Regular Meeting:** 7/31/2023

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

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

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

CONSIDERATION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND PRUSSE LAND COMPANY (OVERLOOK AT KINGS POINT SOUTH) 19.937 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 above.

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

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

Minutes Attached

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

A petition for annexation was filed with the City Clerk for annexation of a 19.937-acre parcel owned by Prusse Land Company. This parcel is located generally northeast of E470 and Parker Road (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on May 22, 2023.

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**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 19.937-acre parcel owned by Prusse Land Company. This parcel is located generally northeast of E470 and Parker Road (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. The parcel is owned by Prusse Land Company (see attached annexation map). This parcel will be integrated into the Overlook at Kings Point South master plan.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning follows the City's Comprehensive Plan and will be zoned R-1 (Low-Density Single-Family Residential District).

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this resolution is item #3 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.

The proposed agreement follows the City's model annexation agreement.

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**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various fees and taxes.

**BUDGETED EXPENDITURE IMPACT**

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

N/A

**NON-BUDGETED EXPENDITURE IMPACT**

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

N/A

**WORKLOAD IMPACT**

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

N/A

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**QUESTIONS FOR COUNCIL**

Does City Council wish to approve this Annexation Agreement?

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**LEGAL COMMENTS**

A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. (Superior v. Midcities Co., 933 P.2d 596 (Colo.1997)). This Annexation Agreement memorializes those conditions. The agreement is based upon the City's model agreement. (Rulla)

## ANNEXATION AGREEMENT

This Agreement made and entered into this 1ST day of MAY, 2023 by and between PRUSEELAND COMPANY, LLC ("Annexor") and the City of Aurora, a home rule municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado (the "City").

### RECITALS

Annexor is the owner of the property described in Exhibit "A," attached hereto (the "Property") and has filed a petition to annex said property to the City. This Annexation Agreement only pertains to the area shown on Exhibit 'A'.

In consideration of the foregoing premise and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, IT IS AGREED:

#### 1. DEFINITIONS

- 1.1 "Annexor" shall mean and refer to Annexor, and its heirs, successors, assigns, and designees.
- 1.2 "Approvals" shall mean any ordinances, resolutions and/or other written instruments as may be required to effect approval of the annexation, this Agreement and any related zoning approvals in a form that is substantially consistent with the applications Petitioner submits in connection with the Petition.
- 1.3 "Capital Impact Fee" shall mean the City's fee established by City Council that shall be levied and assessed on a per-unit basis (residential uses) as a condition of issuance of a building permit for the purpose of defraying the projected impacts on capital facilities of the City caused by proposed development.
- 1.4 "City" shall mean the City of Aurora, Colorado.
- 1.5 "City Code" shall mean the City Code of the City of Aurora, Colorado.
- 1.6 "City Council" shall mean and refer to the City Council of the City.
- 1.7 "Crossings" shall mean and refer to all bridges, culverts, or other types of facilities or structures used to cross roadways, drainage ways, or storm drainage areas.

- 1.8 "Drainage Master Plan" shall mean the overall plan developed by the General Manager of the Water Department, City Engineer, or designee, that addresses various matters relating to storm drainage within the City, including the identification of drainage and flooding problems, the compilation of base data related to rainfall and runoff, proposals for controlling storm water flows, and cost control measures regarding the construction, operation and maintenance of drainage facilities.
- 1.9 "Freeboard" shall mean the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.
- 1.10 "Legal Challenge" shall mean either any third party commences any legal proceeding or other action that directly or indirectly challenges the City's annexation of the Property or the City's granting of the Approvals; or any third party submits a petition for a referendum seeking to reverse or nullify any of the Approvals.
- 1.11 "Major Drainage Facility" shall mean those drainage facilities as defined in Section 138-361 of the City Code, City's Drainage Master Plans and City Specifications.
- 1.12 "Minor Drainage Facility" shall mean those drainage facilities as defined in Section 138-361 of the City Code and City Specifications.
- 1.13 "Park Development Fee" shall mean the City's fee established by City Council, payable at the time of building permit issuance, that the City charges to offset the costs to the City of improvements to public park lands that are required to address the impacts to such parks from development on the Property.
- 1.14 "Petition" shall mean the Petition for Annexation that Annexor executed and submitted to the City on [\_\_\_\_\_,]20\_\_\_\_.
- 1.15 "Property" shall mean the real property described in Exhibit A, attached hereto and incorporated herein by reference.
- 1.16 "Regional Drainage Facility" shall mean those drainage facilities as defined in Section 138-361 of the City Code and identified in City Master Plans.
- 1.17 "Regional Water and Sewer Infrastructure" shall mean infrastructure that provides service to multiple developments as further defined in City Code and identified in City Master Plans.

- 1.18 "Sewer Collection Lines" shall mean the sewer collection lines necessary to serve an individual development and in most cases are 12" and smaller.
- 1.19 "Sewer Interceptor Development Fee" shall mean the City's fees established by City Council that the City charges for extension by the City of sewer interceptor lines and other improvements necessary to provide sanitary sewer service to development on the Property.
- 1.20 "Sewer Interceptor Lines" shall mean and refer to sewer lines which provide service to more than one subdivider and in most cases are larger than twelve inches (12") in diameter.
- 1.21 "Siren Fee" shall mean the City's established by City Council, payable at the time of subdivision platting, that the City charges for providing public safety warning sirens to serve the Property.
- 1.22 "Storm Drainage Development Fee" shall mean the City's fee established by City Council that is levied and assessed upon each vacant and undeveloped lot and parcel of land within the City for the purpose of funding the construction and installation of Regional Drainage Facilities in accordance with the Drainage Master Plan and Stormwater Capital Improvement Plan.
- 1.23 "Streets" shall mean and refer to local, residential, commercial, collector, minor, and principal arterial streets, highways, expressways, and roadways.
- 1.24 "Water Distribution Lines" shall mean the waterlines necessary to serve an individual development and in most cases are 12" and smaller.
- 1.25 "Water Transmission Lines" shall mean and refer to water lines which provide service to more than one subdivider and in most cases are larger than twelve inches (12") in diameter.
- 1.26 "UDO" shall mean and refer to the Unified Development Ordinance adopted by City Council as may be amended from time to time.

## 2. STREETS

2.1 Annexor shall dedicate free and clear of all liens and encumbrances of any kind, all rights of way for public streets for the full width thereof, as required by the City. Annexor shall design and fully improve to City standards all public streets within the Property, and one half of all streets lying on or abutting the exterior boundaries of the Property, without cost to the City. Such dedication of streets shall occur at the time of City approval of each subdivision plat within the Property; however, Annexor agrees to dedicate such rights of way at an earlier time when determined by the City to be required for commencement of construction of such streets or for extension of

utilities. An earlier dedication shall not relieve Annexor of its obligation to improve streets as provided herein.

2.2 Annexor agrees to convey to the City an easement in gross adjoining arterials, highways, and expressways to provide necessary cut and fill to establish the grade on a one-foot incline for every three-feet (3') of distance. Said easement shall be released to Annexor at such time as the adjacent property is filled and maintained at grade.

2.3 Annexor agrees to include the Property in districts or other mechanisms established by the City for improvement of roadways.

2.4 Annexor will pay or escrow the proportional share of the traffic signalization cost of perimeter and internal streets necessitated by the associated development as determined by an approved traffic impact analysis or by the City traffic engineer at such time as is required by City Code.

### 3. WATER AND SEWER

3.1 Annexor shall be responsible for design and construction of all Water Distribution Lines, Sewer Collection Lines, pump stations, lift stations and associated appurtenances required to serve their property.

3.2 The Annexor will be required to install and dedicate to the City regional infrastructure including Water Transmission Lines, Water Pump Stations, Sewer Interceptor Lines, Sewer Pump Stations, and ancillary facilities required to serve the property in accordance with the most recent respective citywide utility master plan. Annexor agrees to dedicate to the City all necessary unobstructed utility easements needed to operate and maintain water and sanitary sewer infrastructure to serve the Property, or for regional infrastructure through or on the Property. Annexor shall grant additional temporary construction easements for installation of utility infrastructure where required by the City. Annexor agrees to develop and provide to the City for review and approval prior to platting of the Property a master utilities plan for the annexed area. The master utilities plan shall describe collection facilities, distribution facilities, ancillary facilities and appurtenances required to serve the development as well as regional infrastructure required by City Master Plans. Regional infrastructure alignments shall be based on quarter section or planned rights-of-way as identified in the latest City transportation master plan.

3.3 Subject to Section 3.5 herein, the City shall provide offsite water and sewer service infrastructure to the Property after notification of need by Annexor as required for development of the Property but not before the timing identified in the most recent respective water or wastewater master plan. In the event Annexor desires to complete the development of any portion of the annexed lands prior to City's installation of offsite infrastructure and where the offsite infrastructure is Regional as

defined by City Code, the Annexor may enter into a separate agreement whereby the City may reimburse Annexor for a portion of design and construction of said improvements.

3.4 Annexor agrees to pay to City all applicable fees per the most recent published fee schedule and timing established therein. The fee amount shall be that in effect at the time of payment. Nothing in this document limits the City from charging all necessary and appropriate fees. Annexor shall be responsible for all necessary and appropriate fees regardless of whether they are specifically mentioned herein.

3.5 There shall be no duty or obligation upon the City to furnish water or sanitary sewer facilities to the area sought to be annexed until such time as, in the sole discretion of City, sufficient acreage has been annexed and fees paid for extension of water and sewer facilities and to provide services to a sufficient number of inhabitants within the areas so as to make the construction and establishment of such services feasible. The City's obligation to provide water is subject to any water restrictions and rate modifications that the City Council enacts under its general police power including, but not limited to, drought management plans and regulations adopted by the City Council and/or the General Manager of the Water Department pursuant to City Code.

3.6 Notwithstanding the fees provided in this Article III, if provision of water and sewer services requires payment of fees or charges to regional or metropolitan service agencies or other third-party authorities, Annexor shall provide such funds as and when required by such service agency.

3.7 Annexor will pay connection fees as are required by the City at the time identified in the most recently published fee schedule. Annexor agrees that all promises of water and sanitary sewer service made by this Agreement are subject to any water and sewer tap allocation program of the City, and are uniformly applied subject to any other general restrictions of the City, or regional service agencies, relating to the provision of water and sanitary sewer service.

3.8 Accompanying the Petition for Annexation, Annexor shall deliver to City copies of 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 Annexor's Property, along with an affidavit(s) by Annexor that the original fully executed deeds conveying ownership, right and title to the ground water will be delivered to the City prior to scheduling of the final reading and approval of the annexation by City Council. In addition to standard warranties of a deed of this type, the special warranty deed shall specifically warrant that the grantor has not divested any ownership, right or title to the subject non-tributary and not non-tributary ground water prior to its conveyance to the City. The special warranty deed shall be substantially in the form of the sample deed attached hereto and shall be held in escrow until the annexation is approved by City Council.

3.9 Annexor grants in perpetuity to the City the sole and exclusive right to claim, own, withdraw, appropriate, and use any and all water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying the Property. Annexor irrevocably consents in perpetuity, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended, to the withdrawal, appropriation, and use by the City of all such water, and agrees to execute any additional or supplemental consents thereto that may be required for the City to withdraw, appropriate, or use said water.

3.10 Annexor agrees that if it does not have the sole and exclusive right to any or all of the non-tributary and not non-tributary water that lies beneath the Property and for this reason or for other reasons, cannot comply with the requirements set forth in paragraphs 3.6 and 3.7, above, Annexor is to satisfy the following requirements:

3.10.1 Accompanying the Petition for Annexation, Annexor is to deliver to the City an affidavit by the Annexor stating the Annexor's current knowledge of the ownership of the nontributary and not nontributary ground water underlying the Property that cannot be conveyed to the City.

3.10.2. Prior to the scheduling of the City Council meeting for final reading and approval of the annexation ordinance, Annexor shall deliver the following to the City:

3.10.2.1. A report containing the following information to be prepared by a person skilled in the knowledge of water rights: 1) the amount of ground water underlying the Property available for appropriation using parameters and information developed by the State Engineer, as well as more site specific information, if available; 2) the amount of ground water underlying the Property that was appropriated prior to July 6, 1973; 3) a description of any decreed rights to ground water underlying the Property and 4) any other information relevant to the use and ownership of the ground water underlying the Property

3.10.2.2. The monetary value of the ground water underlying the Property that is unavailable to Annexor for conveyance to the City by Special Warranty Deed. This excludes ground water appropriated by entities other than Annexor and within the purview of C.R.S. §§ 37-90-137(5) and 37-90-107(7)(b). The value shall be determined based on the amount of ground water underlying the Property as determined in the report prepared pursuant to subparagraph 3.8.2.1., above, and the ground water values as determined by the Water Department. The ground water values are set forth in the current City of Aurora fee schedule.

3.10.2.3. For annexations of ten acres or less in total area, the Annexor has the option to satisfy the requirements of subparagraph 3.8.2.1 and 3.8.2.2., above, or pay to the City a sum equal to the values set forth in the current City of Aurora fee schedule.

3.11. The General Manager of the Water Department shall make a determination if Annexor has satisfied the requirements set forth in paragraphs 3.7 through 3.10., above, and in his/her sole discretion may modify the requirements if justified by special circumstances.

3.12. The drilling of water wells upon the Property shall not be commenced or undertaken without the prior approval of the Aurora Water General Manager. To the extent that the City wishes to drill wells on the Property, the location of such wells shall not affect materially the development plan. Annexor agrees to convey necessary easements to City for wells.

#### 4. STORM DRAINAGE

4.1 Annexor shall be responsible for design and construction of all major, minor and regional stormwater infrastructure required by City Code, City master plans, and City specifications.

4.2 Annexor shall pay the fees required by the most recently published fee schedule and at the timing identified therein.

4.3 In the event Annexor desires to complete the development of any portion of the annexed lands prior to completion of applicable Regional Drainage Facilities by the City, Annexor may make those improvements at its own expense. At its option, and subject to a separate agreement, the City may agree to reimburse Annexor at a future date for Annexor's cost, or a portion thereof, for construction of said improvements.

4.4 Annexor shall be responsible for the design and construction of Major and Minor Drainage Facilities as identified in the corresponding Major Basin Master Drainage Study, Outfall Systems Plan, and/or Local Master Drainage Study.

4.5 It shall be the responsibility of Annexor, at its sole expense, to provide adequate drainage, control, and conveyance of storm water as described in Section 138-366 of the City Code. Annexor shall dedicate all land within the 100-year floodplain plus the additional area needed to provide conveyance of runoff including freeboard as defined in Section 138-366 of the City Code and/or the high-functioning/low maintenance channel width as identified by Mile High Flood District, whichever is greater, at the time of platting of any property located adjacent to the floodplain.

4.6 Annexor agrees to dedicate to the City all necessary unobstructed drainage easements as required by the City for private stormwater infrastructure and for

regional infrastructure through or on the Property. Annexor shall grant additional temporary construction easements for installation of regional utility infrastructure where required by the City.

## 5. CROSSINGS

5.1 The parties mutually agree that whenever it is found and determined by the City that a crossing of drainage way, existing or proposed roadway, railroad, or any impediment to a roadway is required within the Property, the City shall specify design criteria, and Annexor shall construct the crossing, including transition improvements, in conjunction with the development of the Property. The crossings required for the described Property shall be constructed in conformance with City standards.

5.2 If a crossing is required on the exterior boundary of the Property, Annexor shall be responsible for its proportionate share of the construction cost as determined by the City.

## 6. PUBLIC LAND DEDICATION

6.1 Annexor agrees to dedicate land to the City to be used for public purposes, or pay cash-in-lieu of land if required by the City. The dedication of public land intended for parks and open space purposes shall comply with the requirements of the City Code as may be subsequently amended by the City Council. Land dedicated for public uses other than parks and open spaces shall equal one percent (1%) of residentially-zoned property and two percent (2%) of the property zoned non-residential. Dedication of public land for parks and open space purposes shall occur, by subdivision plat or separate document at the discretion of the City, at time of first subdivision plat within the Property or in accordance with timing/phasing requirements specified in a planning document for the Property approved by the City. All dedicated lands shall be platted by Annexor at the time of dedication in accordance with the City's subdivision regulations. The external boundaries of the dedicated land shall be monumented on the ground as required by the City Code.

6.2 In the event Annexor dedicates land within the Property pursuant to Section 6.1, Annexor shall meet all the standards for acceptance by the City as enumerated herein. All such dedicated or conveyed real property shall be dedicated for the perpetual use and benefit of the public by the dedication language of the relevant subdivision plat or shall be conveyed to the City by general warranty deed free and clear of mortgages, deeds of trust, and other liens of whatever sort, and be free and clear of other restrictions, reservations, exceptions, covenants, easements, rights-of-way, severed mineral interests and other encumbrances (except easements of record), and other encumbrances or natural conditions, except for those to which the City had no reasonable objection in light of the intended use of the site, at no monetary cost to the City. Said land shall have zoning to permit the intended use.

6.3 In the event the City requires cash-in-lieu of land dedication pursuant to Section 6.1, Annexor shall pay money to the City in an amount equal to the fair market value of the land required for parks and open spaces. Said fair market value shall be based on the amount of land as if vacant, zoned for the intended use(s) and with public improvements, including but not limited to water, sanitary sewer, storm drainage, streets, curb, gutter and sidewalk, available to the perimeter of the property being valued.

6.4 Promptly upon applying for any subdivision plat within the Property, the approval of which will trigger any cash-in-lieu of land dedication payment, Annexor shall notify the City and commence negotiations to agree upon the amount of said payment. If available, Annexor shall submit to the City a copy of an appraisal from a certified general appraiser on the subject land current within six months of the date of submittal. If the parties cannot agree upon the amount of any cash-in-lieu payment required by this Agreement, each party shall appoint an appraiser of its choosing, whose fees shall be paid by the appointing party. If the two appraisers thus appointed cannot agree on the amount, they shall jointly appoint a third appraiser whose fees shall be paid half by Annexor and half by the City. The amount shall be the average of the two appraisal amounts (out of three appraisals) that are closest to one another in value. Until the amount is established as provided in this Section 6.4, the City shall not approve the plat that triggers the cash-in-lieu payment at issue to proceed to final approval. The City agrees to respond with reasonable promptness in all matters regarding determination under this Section 6.4 so as to minimize the platting delay, if any, to Annexor.

6.5 Annexor agrees that if between the time of annexation and subdividing, any of the described Property is rezoned from a nonresidential to a residential classification, or a residential zoned area is rezoned to a higher density, the City may require additional land dedications or cash-in-lieu of land dedication at the time of subdivision platting.

6.6 To the extent the described Property is to be zoned residential, Annexor shall dedicate land for public schools as required by City Code Section 147-48. All land dedication or cash-in-lieu of land dedication for schools shall be due at the time of the platting of the first residential subdivision. Land dedicated for schools shall comply with the requirements of City Code.

6.7 Annexor agrees that lands to be dedicated for parks and open spaces and public purposes shall include all site and public improvements including, but not limited to water, sanitary sewer, storm drainage, streets, curb, gutter and sidewalk. Annexor shall install such improvements when determined by the City to be necessary. (Alternatively, if determined by the City at the time of conveyance that the improvements are not needed at that time, then Annexor shall enter into a separate agreement specifying when and how the improvements will be made). No lands to be dedicated for public purposes shall be disturbed by Annexor in any manner to

disrupt the natural landscape, unless first approved by the City. Annexor agrees that all lands donated to the City shall not be used as a borrow pit or fill area. Any sites dedicated for public purposes, but disturbed due to grading of adjacent sites, or lands within the floodplain disturbed due to storm drainage improvements, must be successfully planted or seeded by Annexor with native grasses acceptable to City to prevent erosion.

6.8 Annexor agrees to pay to City the Park Development Fee.

## 7. URBAN SERVICES

7.1 Annexor agrees, pursuant to City Code Section 146-301, that the annexation of the Property to the City shall not create any additional cost or impose additional burden on the existing residents of the City to provide such public facilities and services to the Property after annexation. Annexor agrees that it shall be responsible for mitigating such impacts through compliance with standards and payment of fees that are adopted by the City Council, and that are generally applied and uniform in application to similarly situated properties. The standards and fees will be used to provide adequate public facilities and services to the development. Annexor shall pay the Capital Impact Fee for residential development as established by ordinance for the dwellings to be constructed within the Property.

7.2 Annexor shall petition for exclusion from any fire protection district that is reflected within the County Assessor's "Certificate of Taxes Due" upon completion of the annexation and approval of zoning. Annexor will use reasonable efforts to complete the exclusion and obtain the exclusion order before the first subdivision plat for the Property is approved by the City. At no cost to the City, the City agrees to cooperate and assist with Annexor's efforts to complete exclusion from the fire protection district. City shall provide fire protection upon exclusion of the property from the district. It is expressly understood that the City may be unable to provide fire protection to any of the annexed land prior to the installation of required fire hydrants by Annexor.

7.3 If the area of the herein described annexation lies wholly or partially within a legally constituted water, sanitation, or water and sanitation district, there shall be no obligation on the part of the City to provide such utilities services to the areas within any such district, unless it is done by mutual agreement between the City and such district. However, if requested by the City, Annexor shall petition for exclusion from the district. In the event of exclusion, the City shall assume responsibility for service to the annexed area, and Annexor shall comply with all applicable utilities service provisions contained herein.

7.4 Annexor shall pay the Siren Fee established by City Council, at the time of subdivision plat approval to be used by the City to fund emergency warning sirens in the area. If requested by City, Annexor shall provide a minimum of ten (10) foot by ten (10) foot easement to locate the siren and tower.

## 8. GENERAL PROVISIONS

8.1 In accordance with Section 8.5 below, this Agreement shall be recorded with the Clerk and Recorder in \_\_\_\_\_ County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto. Annexor shall have the right to assign or transfer all or any portion of its interest, right, obligations under this Agreement to third parties acquiring an interest or estate in the Property, or of any improvements now or hereafter located on the Property, provided that to the extent Annexor assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations. The express assumption of any of Annexor's obligations under this Agreement by its assignee or transferee shall, upon written notice to the City, thereby relieve Annexor of any further obligations under this agreement with respect to the matter so assumed. Annexor shall notify the City of assignments and the names of assignees. Every part of the Property shall at all times remain subject to all the obligations of this Agreement with respect to each and every part of the Property.

8.2 In order to facilitate construction of improvements and subject to the City's rights of review and approval under the laws of the State of Colorado and the City Code, City will consider the creation of one or more districts including, but not limited to special and general improvement districts authorized pursuant to Title 31, C.R.S., and special districts authorized pursuant to Title 32, C.R.S., to provide for the financing of public improvements. Annexor agrees that any special district established within the Property shall not levy, charge, or collect a sales tax, nor shall such district apply for or request Colorado Conservation Trust Funds as supplemented by the state lottery.

8.3 By entering into this Agreement, the City does not repeal any existing codes or ordinances, nor does the City intend to waive, limit, or impair its legislative, governmental, or police powers to adopt ordinances and regulations that apply to the property. No term or provision of this Agreement shall prohibit the enactment by the City Council or future City Councils of any fee, assessment, or ordinance applicable to the Property that is of general application to properties similarly situated.

8.4 No right or remedy of disconnection of the described Property from the City shall accrue from this Agreement, other than that provided by UDO §5.4.1.B. In the event the Property or any portion thereof is disconnected at Annexor's request, City shall have no obligation to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property.

8.5 This Agreement will not be recorded prior to the occurrence of final, non-appealable approval after expiration of all Legal Challenge periods applicable to the Approvals.

8.5.1 If annexation of the Property, any portion thereof, and/or any of the other Approvals is subjected to a Legal Challenge (whether by referendum or court action), the City and Annexor will be bound during the pendency of the Legal Challenge only by those provision of this Agreement that govern the parties' obligations prior to recording of this Agreement as contemplated in Section 8.1 above; provided, however, all provisions of this Agreement that govern the parties' obligations after recording of this Agreement as contemplated in Section 8.1 above, together with the duties and obligations of each party, shall be suspended pending the outcome of the Legal Challenge.

8.5.2 If a Legal Challenge results in a final, non-appealable invalidation of the Property's annexation, then this Agreement and all provisions contained herein shall be null and void and of no further effect.

8.5.3 If a Legal Challenge to any of the other Approvals results in a final, non-appealable invalidation of such Approval(s), the City and Annexor shall cooperate to cure the legal defect that resulted in such invalidation such that annexation of the Property may be made legally effective in accordance with the terms and conditions of the Petition.

8.5.3.1. Upon such cure this Agreement shall be deemed to be an agreement to annex the Property to the City pursuant to Section 31-12-121 of the Colorado Revised Statutes. As and when the Property becomes eligible for annexation as determined by City, Annexor shall reapply for annexation by submitting a petition for annexation in a form that is materially consistent with the Petition.

8.5.3.2. If the City and Annexor are unable to cure the legal defect such that annexation of the Property may be made legally effective in accordance with the terms and conditions of the Petition, the Petition shall be deemed withdrawn and annexation of the Property shall not proceed or be made legally effective.

8.5.4 If a Legal Challenge to annexation of the Property or to any of the other Approvals results in a final, non-appealable validation of the annexation or other Approvals, Annexor and the City shall be bound by all terms and provisions of this Agreement and, in accordance with the terms of the Petition, this Agreement shall be legally binding on the Property from and after the date on which this Agreement is recorded in pursuant to Section 8.1 above.

8.6 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall

not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

8.7 All fees recited in this Agreement shall be subject to amendment by the City Council. Any amendment to fees shall be incorporated into this Agreement as if originally set forth herein. Nothing in this Agreement shall prevent, prohibit, diminish, or impair the City's home rule governmental authority to adopt fees or regulations to address the impacts of development.

8.8 Annexor agrees to include the Property in special and general improvement districts as may be organized by the City at any time pursuant to the provisions of Title 31, Article 25, Parts 5 and 6, of the Colorado Revised Statutes.

8.9 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided in Section 8.8, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

8.10 This Agreement shall terminate and expire upon the completion of the development of the Property and satisfaction of all the obligations herein. Thereafter, so long as the Property is located within the municipal boundaries of the City, it shall continue to be subject to the charter, ordinances, and rules and regulations of the City.

8.11 It is expressly understood and agreed that enforcement of the terms and conditions this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, their heirs, successors, and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

8.12 Any and all obligations of the City for water, sewer, and drainage improvements shall be the sole obligation of the City's Utility Enterprise and as such, shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the City within the meaning of any constitutional, statutory, or charter limitation. Any and all obligations of the City for public improvements other than water, sewer, and storm drainage improvements shall be subject to annual appropriation by the City Council.

8.13 In the event of breach or default by the City, the sole remedies hereunder shall be the equitable remedies of specific performance or injunction. Annexor hereby waives any rights to money damages for any such breach or default.

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

PRUSSE LAND COMPANY, LLC, ANNEXOR

By: W. David Prusse

Title: General Partner

STATE OF Colorado )

COUNTY OF Douglas ) ss

Subscribed and affirmed to before me this 1st day of MAY, 2013, by WILLIAM DAVID PRUSSE.

Donna Mahagan  
Notary Public

My commission expires: 8-9-2025

**DONNA MAHAGAN**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20214031491  
MY COMMISSION EXPIRES August 9, 2025

CITY OF AURORA, COLORADO

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

ATTEST:

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

APPROVED AS TO FORM:

Brian J. Rulla  
\_\_\_\_\_  
BRIAN J. RULLA, Assistant City Attorney





# CITY OF AURORA

## Council Agenda Commentary

<b>Item Title:</b> Consideration to Appoint One (1) Member to the Civil Service Commission
<b>Item Initiator:</b> Matt Cain, Civil Service Supervisor
<b>Staff Source/Legal Source:</b> Kadee Rodriguez, City Clerk, / Tim Joyce, Assistant City Attorney
<b>Outside Speaker:</b> N/A
<b>Council Goal:</b> 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

### COUNCIL MEETING DATES:

**Study Session:** 7/10/2023

**Regular Meeting:** 7/31/2023

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

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

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

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

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

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

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

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The purpose of the Civil Service Commission is to provide the citizens of Aurora with the most qualified applicants for and promotion to firefighter and police officer positions, irrespective of the applicant’s race, creed, color, gender, age, national origin, or religious or political opinions or affiliations; to inspire public confidence in the Civil Service system; and to afford uniformed members an opportunity for employment and promotion within uniformed positions of the Fire and Police Departments.

The Civil Service Commission consists of five (5) members appointed by the Aurora City Council. The term length is three (3) years and members may serve up to three (3) terms.

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

The Civil Service Commission currently has one (1) vacancy. The City Clerks Office received five (5) applications. Two (2) members, Brigitte Dolan and Richard Day, withdrew their applications from being considered.

Council conducted interviews of the following three (3) candidates on July 10, 2023:

- Don Lewis
- Paul Poole
- Patricia Stephens

The appointed member will complete resigned member Harold Johnson’s term from 02/15/2021-02/14/2024.

**FISCAL IMPACT**

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

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

**REVENUE IMPACT**

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

**BUDGETED EXPENDITURE IMPACT**

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

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

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**QUESTIONS FOR COUNCIL**

Who does Council wish to appoint \_\_\_\_\_ to the Civil Service Commission?

---

**LEGAL COMMENTS**

All boards and commissions shall be appointed by Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) The Civil Service Commission shall be composed of not less than three members nor more than five members who are residents of and registered electors in the City prior to their appointment. All appointments shall be for a three year period. No person may serve more than three consecutive terms. All members of the Civil Service Commission shall serve at the pleasure of Council and may be removed at any time, with or without cause, upon an affirmative vote of eight members of City Council. The Civil Service Commission shall be responsible for examination and certification of all applicants to positions in the Civil Service. They shall determine qualifications for and examine for promotion within the Civil Service. (City Charter art. III, sec. 3-17). The Commission shall have the power to investigate all breaches of City Charter, article III and to conduct hearings in disciplinary matters as herein provided and while conducting such an investigation or hearing the Commission shall have the authority to compel the attendance of witnesses and the production of books and papers. (City Charter art. III, sec. 3-17). (TJoyce)

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## Civil Service Commission Vacancy

TO: Mayor and Council Members  
FROM: Kadee Rodriguez, City Clerk  
DATE: February 24, 2023

### Commission Member Roster

Name	Term Ending
Harold Johnson (resigned Dec. 2022)	2024
Barbara Shannon-Banister	2026
Barb Cleland	2025
Matt Snider	2025
Desmond McNeal	2025

### Commission Composition

- **Composition:** Five (5) members
- **Term Length:** Three (3) year overlapping terms.
- **Term Expiration Date:** February 14<sup>th</sup>
- **Term Limit:** Three (3) consecutive terms. Members who are term limited must wait one full term before reapplying.

### References

*City Code, Chapter 120, Article III – Civil Service Commission Appointment, Terms and Service:*  
[https://aurora.municipal.codes/Code/102\\_ArtIII](https://aurora.municipal.codes/Code/102_ArtIII)

**Civil Service Commission**  
**Applicant Package - Ward 4**

Civil Service Commission - Ward 4

**Term:** 15 Feb 2023 - 14 Feb 2026

**Positions Available:** 1

**Number of applicants in this package:** 1

- Day, Richard

Date Recieved: 03/16/2023

Registered Voter & Resident of Aurora

09/29/1984 Ward: 4 County: Arapahoe

*Tristen Sheptock*

**Name** :Day, Richard

**Address** [REDACTED]

**Email** [REDACTED]

**Board Name** :Civil Service Commission

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

Since 1990

**Home Phone Number :**

[REDACTED]

**Mobile Phone Number :**

[REDACTED]

**Are you registered to vote? :**

Yes

**Date of Birth (Month/Day/Year) (\*\*Required to Verify Voter Registration) :**

[REDACTED]

**Years of Education Completed :**

4

**Degree(s) Received :**

BA- Psychology

**College(s) Attended :**

University of Denver

**Employer Name :**

Hertz

**Employer Address :**

998 S Havana St Aurora

**Current Position :**

Transporter

**Years with Current Employer :**

2018-Present

**1. Previous Employer Name :**

City of Aurora

**Position :**

Agent

**Years with Previous Employer :**

1981-2018

**Reason for Leaving :**

Retirement

**2.Previous Employer Name :**

N/A

**Position :**

N/A

**Years with Previous Employer :**

N/A

**Reason for Leaving :**

N/A

**3. Previous Employer Name :**

N/A

**Position :**

N/A

**Years with Previous Employer :**

N/A

**Reason for Leaving :**

N/A

**Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :**

No

**If yes, what board, committee or commission? :**

N/A

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

No

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

I feel that my experience and insight as an Aurora Police Officer for 36 years will be beneficial to the Civil Service Commission and the Aurora Police Department. I look forward to the opportunity to continue to serve the people of the City of Aurora by helping build a strong police department.

**List your interests and activities. :**

Aurora Police Retired Officers Assocoation (APROA)

**List licenses, special training and certificates related to this board or that you would like to share with us. :**

36 years of varied police training.

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

No

**If yes, please explain :**

N/A

**Full Name :**

Rod Ellis

**Address :**

N/A

**Phone Number :**

[REDACTED]

**Full Name :**

Rick Brandt

**Address :**

N/A

**Phone Number :**

[REDACTED]

**Full Name :**

Kevin Flynn

**Address :**

N/A

**Phone Number :**

[REDACTED]

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

Word of Mouth

**ACKNOWLEDGMENT I hereby acknowledge:**

**1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.**

**2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings. :**

I agree

**DECLARATION**

**I declare that to be a Commissioner for the Civil Service Commission I must:**

- Be a "Registered Elector" as defined in Aurora City Code Section 54-2
- Reside within the municipal boundaries of the City of Aurora, Colorado
- Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation
- Not hold an appointive position as a member of any other board or Commission serving the City of Aurora :

I agree

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

I agree

**Signature :**

Richard Day

**Date :**

03/16/2023

**Time of Submission :**03/16/23 10:29:20 AM

**Attachments:**

- Richard Day\_03162023.pdf

**Criminal Background Notification**

As a part of the appointment process, all finalists selected to be interviewed for the Civil Service Commission must undergo a thorough criminal background check.

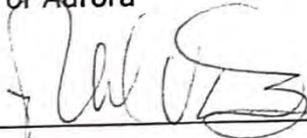
If you wish to not undergo the criminal background check, your application will need to be withdrawn before the interviews are scheduled. Contact the City Clerk's Office to request to withdraw your application.

**I hereby acknowledge that:**

1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.
2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings.

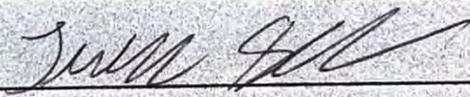
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- Reside within the municipal boundaries of the City of Aurora, Colorado
- Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation
- Not hold an appointive position as a member of any other board or Commission serving the City of Aurora

Signature  Date 3-15-2023

Send completed application packet to: [CityClerk@auroragov.org](mailto:CityClerk@auroragov.org) and [kvrodrig@auroragov.org](mailto:kvrodrig@auroragov.org)

**For City Clerk's Use Only**

Date Received	<u>3/16/2023</u>	Received by	<u></u>
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## CITY OF AURORA CIVIL SERVICE COMMISSION APPLICATION

Name: Richard Day

Home Address: [REDACTED] Zip Code: [REDACTED]

Email Address: [REDACTED]

Day Phone: [REDACTED] Evening Phone: [REDACTED]

Are you registered to vote in Aurora?  Yes  No

---

**1. Are you presently serving as a Council Appointee on any City of Aurora Board or Commission?**  Yes  No

**If yes, what Board Commission or Committee:**

---

**2. Why do you desire appointment to the Civil Service Commission?**

I feel that my experience and insight as an Aurora Police Officer for 36 years will be beneficial to the Civil Service Commission and the Aurora Police Department. I look forward to the opportunity to continue to serve the people of the City of Aurora by helping build a strong police department.

**3. Do you have any conflicts of interest that should be disclosed?**  Yes  No

**If yes, please explain:**

---

**4. Do you have any special work experience, qualifications, or training that is related to your service on this board or that you would like to share with us?**

Interests/Activities: Aurora Police Retired Officers Association (APROA)

Licenses/Training/Certificates: 36 years of varied police training.

## EMPLOYMENT INFORMATION

### Part 1: Provide your current employment information

Employer Name: Hertz  
Position: Transporter Dates: 8/1/18 - present  
Address: 998 S Havana St. Aurora 80012

### Part 2: List your previous employment and reason for leaving

1. Employer Name: Aurora, Colorado, Police Department  
Position: Agent Dates: 11/16/1981 - 01/04/2018  
Reason for Leaving: retirement
2. Employer Name: Leetsdale Liquors  
Position: Manager Dates: 12/1980 - 11/1981  
Reason for Leaving: appointment to Aurora Police Training Academy
3. Employer Name: DU Card Shop  
Position: clerk Dates: 9/78 - 12/80  
Reason for Leaving: Took job at Leetsdale Liquors

---

## EDUCATION INFORMATION

Degree: BA Psychology - University of Denver Dates: June 1981  
Degree: \_\_\_\_\_ Dates: \_\_\_\_\_  
Degree: \_\_\_\_\_ Dates: \_\_\_\_\_

## REFERENCES

Name: Rod Ellis Phone: [REDACTED]  
Name: Rick Brandt Phone: [REDACTED]  
Name: Kevin Flynn Phone: [REDACTED]

---

### **Criminal Background Notification**

As a part of the appointment process, all finalists selected to be interviewed for the Civil Service Commission must undergo a thorough criminal background check.

If you wish to not undergo the criminal background check, your application will need to be withdrawn before the interviews are scheduled. Contact the City Clerk's Office to request to withdraw your application.

#### **I hereby acknowledge that:**

1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.
2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings.

#### **I declare that to be a Commissioner for the Civil Service Commission I must:**

- Be a "Registered Elector" as defined in Aurora City Code Section 54-2
- Reside within the municipal boundaries of the City of Aurora, Colorado
- Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation
- Not hold an appointive position as a member of any other board or Commission serving the City of Aurora

Signature \_\_\_\_\_ Date \_\_\_\_\_

Send completed application packet to: [CityClerk@auroragov.org](mailto:CityClerk@auroragov.org) and [kvrodrig@auroragov.org](mailto:kvrodrig@auroragov.org)

.....

### **For City Clerk's Use Only**

Date Received \_\_\_\_\_ Received by \_\_\_\_\_

## RESUME

Richard V. Day

[REDACTED]

POB: Burlington VT

[REDACTED]

Education: Escambia High School, Pensacola FL Graduation June, 1977

University Of Denver, BA Psychology 1981

Employment: Aurora Police Department, November 16, 1981 to January 4, 2018

Promoted Agent April 1, 1990 – Crimes Against Children

October, 1994 – Crimes Against Persons (Robbery – Assaults)

Member Board of Directors – Colorado Association of Robbery Investigators (CARI) 1998-2018

Treasurer -Aurora Police Retired Officers Association (APROA) 2019 -present

**Civil Service Commission**  
**Applicant Package - Ward 3**

Civil Service Commission - Ward 3

**Term:** 15 Feb 2023 - 14 Feb 2026

**Positions Available:** 1

**Number of applicants in this package:** 1

- Lewis, Don

Date Received: 03/23/2023

Registered Voter & Resident of Aurora

06/13/2020 Ward: 3 County: Arapahoe

*Tristen Sheptock*

**Name :** Lewis, Don

**Address :** [REDACTED]

**Email :** [REDACTED]

**Board Name :** Civil Service Commission

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

36 years

**Home Phone Number :**

[REDACTED]

**Mobile Phone Number :**

[REDACTED]

**Are you registered to vote? :**

Yes

**Date of Birth (Month/Day/Year) (\*\*Required to Verify Voter Registration) :**

[REDACTED]

**Years of Education Completed :**

15

**Degree(s) Received :**

AAS Photography, Certificate Computer Science

**College(s) Attended :**

Colorado Mountain College, Marshall University

**Employer Name :**

Retired

**Employer Address :**

421 Iola St

**Current Position :**

Retired

**Years with Current Employer :**

2

**1. Previous Employer Name :**

Comcast

**Position :**

Executive Customer Service, Regulatory Compliance Case Manager

**Years with Previous Employer :**

4.5

**Reason for Leaving :**

working conditions - lack of management support

**2.Previous Employer Name :**

Search Group Inc

**Position :**

Consultant High Tech Investigations Training

**Years with Previous Employer :**

3

**Reason for Leaving :**

Grant funding expired

**3. Previous Employer Name :**

City of Lakewood Police Department

**Position :**

Criminalist

**Years with Previous Employer :**

23

**Reason for Leaving :**

personal

**Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :**

No

**If yes, what board, committee or commission? :**

N/A

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

No

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

I have broad experience in public service (local and national government law enforcement and academia) and private business (small retail, non-profit consulting and large corporations). I have experienced screening processes for my law enforcement career, extensive background investigations, polygraph, mental health evaluation, etc. I have hired employees, been a supervisor, trainer, coach, and mentor for diverse employees. While I was with the City of Lakewood Police Department, I was a department representative on the Employee Relations Committee and Tapestry (Cultural Diversity) Committee. I participated in confidential personnel investigations. I have testified as a court qualified expert in Forensic Computer Analysis, Cell Phone Forensics and Forensic Video Analysis

**List your interests and activities. :**

Photography, writing, computer technology, agriculture, religion, home renovation and current events.

**List licenses, special training and certificates related to this board or that you would like to share with us. :**

Colorado Police Officer Standards and Training; certified in Investigation Techniques (Certificate #0272) Colorado State Board of Community Colleges and Occupational Education, Credential for Career and Technical Education, Information Technology, (Credential # CCA082712015)

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

No

**If yes, please explain :**

N/A

**Full Name :**

Steve Kroeger

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]

**Full Name :**

Crystal Farman

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]

**Full Name :**

Kyle Thomason

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]

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

Other

**ACKNOWLEDGMENT I hereby acknowledge:**

**1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.**

**2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings. :**

I agree

#### **DECLARATION**

**I declare that to be a Commissioner for the Civil Service Commission I must:**

- Be a "Registered Elector" as defined in Aurora City Code Section 54-2**
- Reside within the municipal boundaries of the City of Aurora, Colorado**
- Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation**
- Not hold an appointive position as a member of any other board or Commission serving the City of Aurora :**

I agree

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

I agree

**Signature :**

Don L Lewis

**Date :**

03/20/2023

**Time of Submission :**03/22/23 10:07:14 AM

**Attachments:**

- DON L LEWIS CV 03212023.pdf

DON L LEWIS



## WORK EXPERIENCE

### **April 2017 – October 2021 Executive Customer Service Regulatory Compliance Case Manager**

Provided customer service responses to regulatory complaints from the Federal Communications Commission, Better Business Bureau, State Attorneys General, and Regional/Local regulatory Authorities. Acted on behalf of Comcast to respond to customer complaints to regulatory agencies in providing beneficial solutions to ongoing customer service concerns,

### **February 2004 - Present Principal/Analyst**

Lewis Forensic Consulting, Denver, CO

Provide consulting services in the areas of Forensic Photography, Video and Computer Analysis. Developed a Video Analysis System using commercially available software and hardware. Taught Forensic Video Analysis for the American Academy of Applied Forensics, Central Piedmont Community College, Huntersville, NC, Introduction to Cell Phone Forensics for the National Center for Media Forensics, University of Colorado Denver, Master's Program, Denver, CO, and Adjunct Instructor, Computer Science Department, Computer Forensics, Community College of Aurora, Aurora, CO, Colorado State Board of Community Colleges and Occupational Education, Credential for Career and Technical Education, # CCA082712015.

### **July 2012 - October 2015 High-Tech Crimes Training Specialist**

SEARCH Group Incorporated, Sacramento, CA

Provide research training and technical support to Law Enforcement Investigators in High-Tech Crimes. Courses taught include Internet Investigations, Peer-to-Peer Investigations, and Network Investigations & Digital Triage. Webinars produced include Windows Registry, Digital Investigations: IP Address Cases, Digital Crimes: Expectations Versus Reality, and Using the SEARCH Investigative Links MHT File. Whitepapers authored; The Internet is Upgrading: What Law Enforcement Needs to Know About the Protocol Transition from IPv4 to IPv6, and Child Protection System Instructor Update.

### **April 2003 - May 2012 Forensic Computer Analyst**

Lakewood Police Department, Lakewood, CO

Responsible for the police department's forensic computer lab and all aspects of digital evidence from collection through analysis, including data preservation, data recovery, forensic analysis and court testimony. Mugshot System Administrator (Windows NT/XP) responsible for system administration. Training personnel in digital evidence, computer forensics, cell phone forensics, conventional and electronic imaging techniques, and procedures, and in use of Mugshot System.

### **June 2000 - April 2003 Police Imaging and Technology Specialist**

Lakewood Police Department, Lakewood, CO

Responsible for all imaging activities in support of the police department including conventional and electronic photography, image processing and analysis, creation of departmental policy regarding use of imaging in law enforcement environment, archiving, storage and reproduction of images, conventional and digital photo lab design, operation, and management. Mugshot System Administrator (Windows NT) responsible for system administration. Training personnel in conventional and electronic imaging techniques and procedures, and in use of Mugshot System. Have on occasions functioned as administrative manager of the Criminalistics Unit.

### **June 1989-June 2000 Police Photo Technician/Criminalist**

Lakewood Police Department, Lakewood, CO

Responsible for all photo production for the Police Dept., forensic imaging in the Crime Lab both conventional and electronic. Photo lab operation and management.

**October 1988 - May 1989 Inside Sales/Customer Support**

Wasatch Photographic Inc., Denver, CO

Inside sales for photographic retail, wholesale supply company. Our customers were primarily production photo studios and photo labs, and retail store front business. We provided photographic equipment and supplies for the commercial photo industry and consumers.

**September 1979 - August 1988 DOD Contractor Photographic Services**

Provided photographic support to Department of Defense installations. While employed by three contract companies (DK Associates, Gaithersburg, MD, Excel Services, Parker, CO, and Dwain Fletcher Co., Valdosta, GA) I held positions of Photographer/Technician, Chief Photographer and Supervisor of Photographic Services (Six direct reports). Duties included photographic services, location and studio photography, forensic and crime scene photography, photographic reproduction, and image analysis.

**September 1976 – September 1979 Retail Sales Center Drug and Discount**

Retail Sales Associate, Stock Associate – retail store operation and management.

**EDUCATION**

Marshall University, Huntington, WV  
Computer Forensics Certificate Program  
Completed May 9, 2006.

Community College of Aurora, Aurora, CO  
Continuing Education Course work in Computer Science, Anthropology, Kinesiology and Ethics.

Colorado Mountain College, Glenwood Springs, CO A.A.S. Photography.  
Graduated June 1979.

**PROFESSIONAL ORGANIZATIONS**

CACCI Colorado Association of Computer Crimes Investigators, Past President

HTCIA High Tech Crimes Investigators Association  
Member # AL00313474

IAI International Association for Identification  
Member # 18615

RMDIAI Rocky Mountain Division of the International Association for Identification  
Member # 464

NATIA National Technical Investigators Association  
Member # 4941

ASTM International, Committee E30.12 Digital Evidence  
Member # 1013699

## ACCOMPLISHMENTS

Appointed to the Scientific Working Group for Digital Evidence (SWGDE). Working group hosted by the FBI to foster cooperation between law enforcement agencies, and establish recommendations for national standards and procedures within the forensic community.

Adjunct Instructor 2012 – 2014, *Computer Forensics*, Community College of Aurora, Aurora, CO.

Credentialed State of Colorado July 2012, Colorado State Board of Community Colleges and Occupational Education, Credential for Career and Technical Education, *Information Technology*, Credential # CCA082712015

Techno-Forensics 2011, Speaker Introduction to Cell Phone Forensics and Analysis, Myrtle Beach, SC, October 31-November 2, 2011.

Instructor 2011 – 2015, *Introduction to Cellular Phone Forensics*, National Center for Media Forensics, Master's Program, University of Colorado Denver, Denver, CO.

Authored article published in The Forensic Magazine, Volume 5 Number 6, August/September 2009, pages 12-16, *Examining Cellular Phones and Handheld Devices*

American Academy of Forensic Sciences 2009 Annual Meeting, Speaker, *Forensic Analysis of Spyware/Monitoring Software*, Denver, CO, February 16-21, 2009.

Authored article published in The Forensic Magazine, Volume 6 Number 4, December 2008/January 2009, pages 14-18, *The Hash Algorithm Dilemma – Hash Value Collisions*

International Association for Identification (IAI) 92<sup>nd</sup> Annual Conference, Speaker, *Digital Evidence Recovery – Cell Phones*, San Diego, CA, July 26, 2007

Cyber Crime Summit 2007, Speaker, *Cell Phone Examination and Analysis – Can You Hear Me Now?* Kennesaw GA, March 19-21, 2007

American Academy of Forensic Sciences 2006 Annual Meeting, Speaker, *Identity Theft Workshop – A Walk Through - From the Scene To the Court Room*, and Breakfast Seminar, *Crimes Against Children – Is Your Daughter Surfing for Pedophiles on the Internet*, Seattle WA, February 20-24, 2006

Instructor 2004 – 2006, for *Forensic Processing of Surveillance Video*, American Academy of Applied Forensics, Central Piedmont Community College, Huntersville NC.

Authored article published in The Journal of Forensic Identification, Volume 54 Number 5, pages 547-559, September/October 2004, *Surveillance Video in Law Enforcement*

American Academy of Forensic Sciences 2004 Annual Meeting, Workshop Speaker, *Setting Up a Digital Evidence Unit and Preparing for Accreditation*, Dallas TX, February 16, 2004

Served on the Executive Board as Vice-Chairman of SWGDE. 04/2003-09/2009

Moderator of Training and KSA Work Group for International Organization on Computer Evidence (IOCE) 2002 Conference, May 5-10 2002

Colorado POST Certified Trainer, Lakewood Police Academy Instructor, Certificate #0272

## **ADDITIONAL TRAINING**

FBI General Police Photography, 28 hours, September 12-15, 1989. Instructors, Dennis Keener and Russ Kidd

Colorado Law Enforcement Training Academy, P.O.S.T. Instructor Development Course (Required for Colorado State P.O.S.T. Instructor Certification), 40 hours, November 13-17 1989

RMDIAI Fall Conference, Forensic Photography, 20 hours, Colorado Springs CO, November 28-30, 1989

Smith and Wesson, Identi-Kit Composite Preparation, Adams County Sheriff's Office, June 12-13 1990.

RMDIAI Fall Conference, Back to the Basics Part II, Crime Scene Investigation, 14 hours, Montrose CO, November 21-22, 1990

Confession Law/Laws of Arrest, Lakewood PD in-service training, 3 hours, March 20, 21 and April 3, 1991

Colorado State P.O.S.T. Instructor Certification, Preliminary Investigative Techniques. Certificate #1045 (Probationary Status) Aug. 30, 1991, Certificate #0272 (Full Status) February 28, 1992.

RMDIAI Fall Conference, Forensic Firearms Wound Ballistics, 12 hours, Golden CO, September 6-7, 1991. Instructor, DR. Martin D. Fackler

Bloodborne Pathogens Training, Safety and Risk Management Procedures. City of Lakewood, 1 hour, February 1, 1995. Instructor, Nancy Ott, RN

Digital Image Enhancement for the ID/Forensic Section. University of Northern Colorado, Greeley CO, 40 hours, March 15-19, 1999. Instructor, George Reis

Printrak/TFP Mug System Administrator Training, Anaheim CA, 18 hours, April 29-30 1999

Adobe Digital Video Essentials, Introduction to digital video, editing, hardware and software, Westminster CO, 3 hours, February 13, 2001

Inter-Mountain NATIA Conference, Video, image processing and other technological applications and analysis in law enforcement. Lakewood CO, March 14-16, 2001

FRENZY EXPO, Forensic Technology Seminars and Exposition, NIJ Grantee, Washington DC, 28 hours, May 14-17, 2001

RMDIAI Fall Conference, Digital Imaging, Estes Park CO, 4 hours, September 17, 2001. Inter-Mountain NATIA Conference, Electronic and technical surveillance, applications, and analysis in law enforcement. 24 hours, Denver CO, March 6-8, 2002

IOCE 2002 Conference, Orlando FL USA, 40 hours, May 5-10, 2002

IAI, 87<sup>th</sup> International Educational Training Conference, Las Vegas NV, August 5-10, 2002

IAI, The Fast Fourier Transform Workshop, (Image Analysis in Frequency Space) Las Vegas NV, 4 hours, August 6, 2002. Instructor, David E. Barnes, Ph.D

IAI, Document Examination by Electronic and Digital Means, Las Vegas NV, 3 hours, August 8, 2002. Instructor, Robert J. Garrett

I-Look, Computer Forensic Software, University of Central Florida, Orlando FL, 24 hours, September 10-12, 2002, Instructor, Wendy Davis, FBI

Advanced Data Recovery and Analysis Internet (ADRA-INET), National White Collar Crime Center, Denver University, Denver CO, 24 hours, June 6-11, 2003, Instructors, Keith Lockhart and Mark Stringer

Advanced Data Recovery and Analysis Microsoft Windows 9x – ME Systems (ADRA-Win 9x/ME) National White Collar Crime Center, CRCFL, Douglas County SO, Douglas County CO, 36 hours, July 14-18, 2003, Instructors, Charles Giglia, Mel Joiner and Brian Kelley

Dedicated Micros Digital Surveillance System, Product Overview and Technical Training, Westminster Double Tree Hotel, Westminster CO, 4 hours, August 14, 2003, Instructor, Richard Buchanan

EnCase Intermediate Analysis and Reporting, Computer Forensics Training course in the field of Specialized Knowledge and Applications in Technology. Guidance Software Inc., CRCFL, Douglas County SO, Douglas County CO, 32 hours, October 7-10, 2003, Instructors, Rick Andrews and Roy Rector. (32 CPE credits)

Basic Data Recovery and Analysis (BDRA) National White Collar Crime Center, CRCFL, Douglas County SO, Douglas County CO, 36 hours, November 3-7, 2003, Instructors, Denis Spelman and Brian Kelley

Virus and Malicious Code, Digitalmedix Inc., Colorado Association of Computer Crimes Investigators (CACCI), CRCFL, Douglas County SO, Douglas County CO, 2 Hours, January 20, 2004, Instructor Bray Weaver

Advanced Data Recovery and Analysis Introduction to ILook Investigator (ADRA-ILook) National White Collar Crime Center, Denver Police Academy, Denver Colorado, 32 hours, April 19-22, 2004, Instructors, Mel Joiner, Joan Saltzman and Scott Pancoast

Advanced Data Recovery and Analysis Microsoft Windows NT/2000/XP (ADRA-Win NT/2000/XP) National White Collar Crime Center, Colorado Springs Police Academy, Colorado Springs Colorado, 32 hours, June 21-24, 2004, Instructors Raemarie J. Schmidt, Timothy D. Wedge, and Rob Attoe

AccessData Forensic Tool Kit Intermediate Boot Camp, Computer Forensics Training course in the field of Specialized Knowledge and Applications in Technology

AccessData Corporation, CRCFL, Douglas County SO, Douglas County CO, 24 hours, July 26-28, 2004, Instructor, Keith Lockhart

Basic Online Technical Skills (BOTS) (Online Investigations Techniques, Analysis, and Documentation) National White Collar Crime Center, CRCFL, Douglas County SO, Douglas County CO, 36 hours, December 6-10, 2004, Instructors, Charles Giglia, Rob “Max” Maddox, Matt Shoaf and Timothy D. Wedge

Windows Forensic Gems Training, Microsoft and Colorado POST, Denver CO, 6 hours, October 2, 2006, Instructor, Christopher Ard, Microsoft Security Specialist

Helix Incident Response Live Acquisition Intermediate, Colorado Association of Computer Crimes Investigators (CACCI), RMRCFL, Centennial Colorado, 16 hours, May 1-2, 2007, Instructor, Drew Fahley, e-fense Inc

Secure Techniques for On-Site Preview (STOP) National White Collar Crime Center, Lakewood Police Department, Lakewood Colorado, 16 hours, May 14-15, 2007, instructors, Tonia Wimberley and Mike Stern

AccessData Advanced Windows Forensics, RMRCFL, Centennial Colorado, 21 hours, Nov 13-15 2007, Instructor Denis Spelman

## **COURT TESTIMONY**

Court Qualified Expert in Forensic Computer Analysis, Cell Phone Forensics and Forensic Video Analysis

District Court, Div 7 Jefferson County, Colorado January 2, 2002 01CR01058 People V. Westbrook - Robbery Video Analysis Trial Jury Verdict Guilty at Trial Qualified as Expert

District Court, Div 1 Jefferson County, Colorado February 11, 2005 04CR02324 People V. Philpott - SAC SE Computer Analysis Preliminary Hearing Plea Bargained Fact Witness

District Court, Div 3 Jefferson County, Colorado October 4, 2005 05CR00893 People V. Brown - CC Har Computer Analysis Trial Jury Verdict Guilty at Trial Qualified as Expert

District Court, Div 5 Jefferson County, Colorado October 24, 2005 05CR00383 People V. Kasparson - Murder Video Analysis Trial Jury Verdict Guilty at Trial Qualified as Expert

District Court, Div 4 Jefferson County, Colorado November 15, 2005 04CR3101 People V. Ragusa - CC Emb Computer Analysis Trial Jury Verdict Guilty at Trial Qualified as Expert

District Court, Div 2 Jefferson County, Colorado November 15, 2007 06CR03878 People V. Martinez - SA Computer Analysis Trial Jury Verdict Not Guilty at Trial Qualified as Expert

District Court Div V Jefferson County, Colorado October 16, 2008 08JD00447 People V. Morris - Murder Computer Analysis Trial Judge Verdict Guilty at Trial Qualified as Expert

District Court Div 7 Jefferson County, Colorado April 9, 2010 09CR02494 People V. Morrison - Murder Cell Phone Forensics Trial Jury Verdict Guilty at Trial Qualified as Expert

District Court Douglas County, Colorado August 17, 2012 10-CR573 People V. Shauley – Human Trafficking Computer Analysis Trial Jury Verdict Guilty at Trial Qualified as Expert

**Civil Service Commission**  
**Applicant Package - Ward 6**

Civil Service Commission - Ward 6

**Term:** 15 Feb 2023 - 14 Feb 2026

**Positions Available:** 1

**Number of applicants in this package:** 1

- Poole, Paul

Date Received: 04/17/2023

Registered Voter & Resident of Aurora

09/10/1980 Ward: 6 County: Arapahoe

*Tristan Sheptock*

**Name** :Poole, Paul

**Address** : [REDACTED]

**Email** [REDACTED]

**Board Name** :Civil Service Commission

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

47 years

**Home Phone Number** :

[REDACTED]

**Mobile Phone Number** :

[REDACTED]

**Are you registered to vote?** :

Yes

**Date of Birth (Month/Day/Year) (\*\*Required to Verify Voter Registration)** :

[REDACTED]

**Years of Education Completed** :

16

**Degree(s) Received** :

Associate Arts Degree

**College(s) Attended** :

Independence Community College and Weber State University and Metropolitan State University

**Employer Name** :

Aurora, Colorado Police Department

**Employer Address** :

15001 East Alameda Drive

**Current Position** :

Sergeant - Retired

**Years with Current Employer :**

41

**1. Previous Employer Name :**

Denver Opportunity Incorporated - Eastside Action Center

**Position :**

Director

**Years with Previous Employer :**

1 year

**Reason for Leaving :**

The company was going out of business.

**2.Previous Employer Name :**

Denver Opportunity Incorporated - Youth Corrections Program

**Position :**

Administrator of Group Homes

**Years with Previous Employer :**

2 years

**Reason for Leaving :**

Promotion to Eastside Action Center

**3. Previous Employer Name :**

Community Group Homes Incorporated

**Position :**

Group Home Director and Counselor

**Years with Previous Employer :**

3 years

**Reason for Leaving :**

Denver Opportunity purchased the company

**Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :**

Yes

**If yes, what board, committee or commission? :**

Friends For Youth Board Member

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

No

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

I was encouraged by former and present COA administrators to apply. I have experience with the pursuits of the Commission related to an APD assignment as the supervisor of the Recruiting/Background Investigations/FTEP Unit (2007 - 2010). I have recently served as a member of the present Consent Decree Committee on Recruiting/Hiring/Retention. I am a present member of the National Organization of Black Law-enforcement Executives (NOBLE) and a past member of the Colorado Association of Blacks in Law-enforcement (CABLE). I served on APD's first volunteer "Minority Recruiting Committee." (1985 - 1990). With the last 3 entries, I participated on committees & training sessions focused on the recruiting & hiring of women & persons of color locally and nationally. As a past supervisor of the APD Community Relations Section, I have recently coordinated with a variety of Aurora/Denver metropolitan community organizations relative to a number of pursuits including the recruitment & hiring of police officers to APD.

**List your interests and activities. :**

Horticulture, plastic model building, audio-visual equipment building & community engagement.

**List licenses, special training and certificates related to this board or that you would like to share with us. :**

41 years of POST certified/licensed law enforcement training of various disciplines. Multiple state & federal specialized training related to law enforcement. Educational training certificates & awards. Multiple community service commendations.

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

No

**If yes, please explain :**

N/A

**Full Name :**

Jason Batchelor - COA Deputy City Manager

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]

**Full Name :**

Commander Sam McGhee - APD Commander

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]

**Full Name :**

Karl Bruce - KBL Consulting & Board Chair FFY

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]

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

Word of Mouth;Other

**ACKNOWLEDGMENT I hereby acknowledge:**

**1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.**

**2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings. :**

I agree

**DECLARATION**

**I declare that to be a Commissioner for the Civil Service Commission I must:**

- Be a "Registered Elector" as defined in Aurora City Code Section 54-2**
- Reside within the municipal boundaries of the City of Aurora, Colorado**
- Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation**
- Not hold an appointive position as a member of any other board or Commission serving the City of Aurora :**

I agree

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

I agree

**Signature :**

Paul L. Poole, Sr.

**Date :**

04-15-2023

**Time of Submission :**04/15/23 5:06:22 PM

**Attachments:**

- PPOOLE Vitae (10-15).pdf

# Vitae

PAUL L. POOLE, SR.



## **EMPLOYMENT HISTORY – Aurora Police Department (11/81 – 12/22) (41 years) (Retired)**

### **12/21 – 12/22 Community Relations Section – Supervisor**

In addition to the duties, responsibilities, and tasks required for the position of an APD Police Officer; community involvement, networking, and teamwork approaches in problem identification/solutions are integral parts of all duties, responsibilities, and tasks in the Community Relations Section. The rank of Sergeant in the Community Relations Sections supervises and directs all personnel assigned to Aurora For Youth, Recruiting Detail and associated programs (Citizen's and Global Teen Police Academies), the Volunteer Coordinator and the various Departmental Volunteer programs (to include being the Departmental advisor to the Aurora Citizen's Police Academy Alumni Association). This direction to personnel may consist of non-sworn individuals, Officers, Agents, as well as volunteers.

### **04/20 – 12/21 Operations Division – Supervisor**

Responsible for the performance, productivity, patrol activities and professionalism of the police personnel directly under supervisory command (supervising 6 – 7 patrol officers). Primary field supervision responsibility over all patrol beat areas, sectors and operational functions as required. To implement documentation of the departmental evaluation system for personnel under my supervision. Ensure proper discipline and training for the members directly under supervisory command. Use supervisory, inspection, evaluation and counseling techniques as tools to aid in the performance, discipline and training of police department personnel.

### **10/15 – 04/20 Community Resource Section – SRO Supervisor**

Responsible for the supervision & performance of police personnel assigned to the School Resource Officers Unit providing service to middle & high schools of two school districts within the City of Aurora. These personnel of 11 officers are responsible for addressing law enforcement, community interaction, crime prevention, classroom instruction & counseling duties, requiring consistent monitoring, training, direction & motivation to insure adequate service delivery to students, faculty, parents and community members. Promote consistent application of the “SRO” Triad modality (Law Officer-Teacher-Counselor). To provide consistent training seminars focusing on (but not restricted to) investigations, report drafting, case law review, court procedures, mental health awareness training, physical & nutritional programs, crime scene preservation, crowd control techniques, communication skills & anti-active shooter tactics. Using supervisory, inspection, evaluation & counseling techniques as tools to enhance the performance, discipline & training of SRO personnel. Initiate the development of instructional systems to aid SROs in the delivery of Law Related Education programs. Coordinate collaborative efforts between the SRO Unit & school district staff to provide effective service delivery to student. Prepared grant proposals & assist in managing budgetary & equipment contingencies.

### **09/10 – 10/15 Operations Division - Supervisor**

## Vitae

Responsible for the performance, productivity, patrol activities and professionalism of the police personnel directly under supervisory command (supervising 6 – 7 patrol officers). Primary field supervision responsibility over all patrol beat areas, sectors and operational functions as required. To implement documentation of the departmental evaluation system for personnel under my supervision. Ensure proper discipline and training for the members directly under supervisory command. Use supervisory, inspection, evaluation and counseling techniques as tools to aid in the performance, discipline and training of police department personnel.

### 10/07 – 09/10 **Technical Services Bureau – (Recruiting/Backgrounds/FTEP) Supervisor**

Responsible for the development, implementation & supervision of systems designed to identify & prepare viable applicants to become Aurora Police Officers. Coordinate applicant recruiting, testing & evaluation procedures in conjunction with the City of Aurora Civil Service Commission. Develop viable community relations methods designed to encourage community & business involvement with recruiting & applicant preparatory processes. Maintain, coordinate & supervise departmental background investigations systems. Develop and initiate multiple resources designed to facilitate the pristine operation of background investigations systems. To develop & maintain data collection systems and create reporting criteria designed to create & maintain best practices operations relative to recruiting and background investigation disciplines. Direct supervision of 4 investigators and 2 recruiters and on occasion supervision of up to 8 additional temporary investigators when required as per workload. To assist the Training Academy with the instruction of police recruits as well as any other duties deemed necessary by the Section Commanders.

### 05/05 – 10/07 **Special Operations Bureau – SRO Supervisor**

Responsible for the supervision and performance of police personnel assigned to the School Resource Officers Unit providing service to middle & high schools of two school districts within the City of Aurora. These personnel of 11 officers are responsible for addressing law enforcement, community interaction, crime prevention, classroom instruction & counseling duties, requiring consistent monitoring, training, direction and motivation to insure adequate service delivery to students, faculty, parents and community members. Promote consistent application of the “SRO” Triad modality (Law Officer-Teacher-Counselor). Using supervisory, inspection, evaluation and counseling techniques as tools to aid in the performance, discipline and training of SRO personnel. Initiate the development of instructional systems to aid SROs in the delivery of Law Related Education programs. Coordinate collaborative efforts between the SRO Unit & school district staff to provide effective service delivery to student. Prepared grant proposals & assist in managing budgetary and equipment contingencies.

### 08/03 – 05/05 **Operations Division – Supervisor – Patrol and Field Training Sergeant**

Responsible for the performance, productivity, patrol activities and professionalism of the police personnel directly under supervisory command. Primary field supervision responsibility over all patrol beat areas and operational functions as required. Ensure proper discipline and training for the members directly under supervisory command. Supervised 6 field training officers. Use supervisory, inspection, evaluation and counseling techniques as tools to aid in the discipline and training of police department personnel. Later responsible for the supervision and implementation of specific facets of the “Field Training & Evaluation Program,” (FTEP) designed to train and evaluate the success of recent Aurora PD Training Academy graduates (recruits).

### 08/00 – 08/03 **Special Operations Bureau – School Resource Officer (Hinkley High School)**

## Vitae

Proactive and reactive law enforcement of city and state laws within a high school environment working within the “policy” framework of the assigned high school & school district. To achieve cooperative perspectives in student development among high school staff as well as among staff within the school district. Development & implementation of nationally certified educational programs for students in a variety of subjects as a certified instructor. To insure consistent application of the “SRO” Triad modality (Law Officer-Teacher-Counselor) via each facet of service delivery to students. To act as a “referral resource” entity for individual students & their families when necessary & appropriate despite the contingency. Instruction of certified Drug Abuse Resistance Education (D.A.R.E.) and other certified educational programs specifically developed to provide instruction to students. Assisting in the development of school staff training programs in conjunction with school district policies.

01/00 – 08/00 **Operations Division – Field Training Officer**

To provide an environment of comprehensive learning & training for new recruit officers of the Aurora Police Department after their completion of the Aurora PD Training Academy. To provide instruction & direction for officers / trainees designed to improve their potential for success as Aurora PD officer. This was accomplished via variety of observations, behavior modification techniques, teaching, evaluations & training modalities.

01/98 – 12/99 **Operations Division – Senior Patrol Officer**

Duties as assigned to effectively & efficiently enforce the laws & ordinances of City of Aurora, State of Colorado & the United States. To protect lives, property & to attempt to maintain order & peace & to assist supervisors as necessary with daily operation of the enforcement team in its pursuit of service excellence to the community.

04/91 – 12/97 **Special Operations Bureau - Gang Unit – Education/Training Specialist**

Development, administration & implementation of comprehensive & innovative educational & training systems focusing on gangs & youth violence awareness as well as prevention programs. Training techniques encompassed statistical research, cultural diversity, psychology, sociology, police intelligence acquisition, gang identification, illegal drug distribution interdiction, “youth at risk” profiling, weapons perspectives & tactical training. Organizations and agencies targeted for instruction on the aforementioned subject were law enforcement, the judicial arena, elementary / secondary school system personnel & the private sector in the Denver metropolitan area, State of Colorado & throughout the United States.

01/85 – 04/91 **Community Services Bureau – Police Area Representative (P.A.R.)**

Proactive development & implementation of crime impact systems aimed at enhancing quality of life issues for Aurora citizens in an assigned area by designing efforts to reduce the “fear of crime.” Acted as liaison between the community & the police department working at both the “grass roots” level & the higher echelons of communities, organizations, businesses & corporations. Identification of crime and/or “quality of life” issues within the assigned sector and designing problem solving methods to address aforementioned matters. Coordination of resources within & outside law enforcement proven to be vital to the success of this assignment. A significant number of “venerable” projects were also realized during this assignment, which continue to be integral operational systems of the department.

11/81 – 01/85 **Operations Division – Patrol Officer**

Once completing academy & field training, assigned to the Patrol Division performing duties as assigned to effectively & efficiently enforce the laws & ordinances of City of Aurora, State of

## Vitae

Colorado & the United States. To protect lives, property & to attempt to maintain order & peace & to assist supervisors as necessary with daily operation of the enforcement team in its pursuit of service excellence to the community.

### **OTHER EMPLOYMENT**

07/94 – 07/12 **Private Training & Security Consultant**  
08/01 – 06/02 **Aurora Public School District – Assistant High School Football Coach**  
05/93 – 08/96 **Community College of Aurora – Adjunct Faculty Member**  
03/94 – 02/95 **Nobel Broadcasting (KHOW) – Radio Talk Show Co-Host – “Behind the Badge”**  
05/92 – 05/94 **Cherry Creek School District – Assistant High School Football Coach**

### **PREVIOUS EMPLOYMENT**

05/80 – 11/81 **Director - Five Points Eastside Action Center-Denver, CO**  
01/78 – 05/80 **Program Administrator – Denver Opportunity Youth Corrections Program-Denver, CO**  
08/76 – 01/78 **Group Home Supervisor - Community Group Homes, Inc.-Denver, CO**  
11/75 – 08/76 **Group Home Counselor - Community Group Homes, Inc.-Denver, CO**

### **EDUCATION**

1976 – 1977 **Metropolitan State University – Denver, CO**  
1973 – 1975 **Weber State University – Ogden, UT**  
1971 – 1973 **Independence Community Junior College – Independence, KS**  
1968 – 1971 **Junction City High School – Junction City, KS**

### **VARIOUS TRAINING**

2019 **COA Diversity Equity Inclusion Training**  
2018 **Colorado Department of Education School Justice Partnership Training**  
2016 **National School Safety Advocacy Council Comprehensive Training Conference**  
2015 **Specialized Investigative Training For At Risk Persons – ARC of Aurora**  
2012 **Specialized Leadership Training – IACP Leadership of Police Organizations Seminar**  
2008 **Computer Systems & Data Collections Training – NeoGov Training Systems**  
2008 **Background Investigations & Management Training – Public Safety Institute**  
2007 **Police Recruiting & Retention Training – Institute for Police Training & Management**  
2007 **Supervisory and Managerial Training – National Assoc. of School Resource Officers**  
2005 **School Resource Officer Supervisory Training – National Assoc. of School Resource Officers**  
2004 **Law Enforcement Supervisory Institute – Colorado Association of Chiefs & Sheriffs**  
2003 **Supervisory and Management Training Seminar – Aurora Police Department**  
2002 **National “Cops In Schools” Educational Seminar – United States Department of Justice**  
2001 **Nation D.A.R.E. Officer Association (Advanced Training) – Los Angeles, California**  
2001 **School Resource Officer Training (NASRO) – Aurora, Colorado**  
2000 **Field Training Officer Instruction, Aurora, Colorado**  
1996 **National Law Enforcement Institute – Scottsdale, Arizona**  
1995 **National D.A.R.E. Officer Association (Advanced Training) – Las Vegas, Nevada**  
1994 **National Law Enforcement Institute – Phoenix, Arizona**  
1993 **National D.A.R.E. Officer Association (Advanced Training) – Louisville, Kentucky**  
1992 **School of Criminal Justice - Jackson State University**

## Vitae

- 1992 **Street Gang Investigations Seminar – Public Agency Training Council**
- 1991 **Drug Interdiction/Gang Seminar – United States Department of Justice**
- 1991 **National D.A.R.E. Officer Association (Advanced Training) – Winston-Salem, NC**
- 1990 **National D.A.R.E. Officer Association (Advanced Training) – Phoenix, Arizona**
- 1989 **National D.A.R.E. Officer Association (Instructor Training) – Denver, Colorado**
- 1988 & 1989 **Criminal Justice Institute – Atlanta, Georgia**
- 1986 **Denver Black Police Association Educational Conference – Denver, Colorado**
- 1985 **National Crime Prevention Institute – University of Louisville**
- 1980 **Center for Applied Behavioral Sciences – Menninger Foundation**

**Civil Service Commission**  
**Applicant Package - Ward 2**

Civil Service Commission - Ward 2

**Term:** 15 Feb 2023 - 14 Feb 2026

**Positions Available:** 1

**Number of applicants in this package:** 1

- Stephens, Patricia

Date Received: 03/22/2023

Registered Voter and Resident of Aurora

03/16/2012 Ward: 2 County: Arapahoe

*Tristen Sheptock*

**Name** :Stephens, Patricia

**Address** [REDACTED]

**Email** [REDACTED]

**Board Name** :Civil Service Commission

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

17 years

**Home Phone Number :**

N/A

**Mobile Phone Number :**

[REDACTED]

**Are you registered to vote? :**

Yes

**Date of Birth (Month/Day/Year) (\*\*Required to Verify Voter Registration) :**

[REDACTED]

**Years of Education Completed :**

5

**Degree(s) Received :**

AAS Occupational Therapy Assistant, AA Early Childhood Education, Certificate Law Enforcement Training Academy

**College(s) Attended :**

National American University, Community College of Aurora, Red Rocks Community College

**Employer Name :**

Self

**Employer Address :**

2373 S Fundy Way

**Current Position :**

Owner/Manager

**Years with Current Employer :**

4

**1. Previous Employer Name :**

Aurora Public Schools

**Position :**

Special Education Para Professional

**Years with Previous Employer :**

1.5

**Reason for Leaving :**

Left to attend school full time

**2.Previous Employer Name :**

La Petite Academy

**Position :**

Lead Teacher

**Years with Previous Employer :**

2.8

**Reason for Leaving :**

Left to attend school

**3. Previous Employer Name :**

Namify

**Position :**

Sales Executive

**Years with Previous Employer :**

1

**Reason for Leaving :**

Left to pursue teaching career

**Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :**

No

**If yes, what board, committee or commission? :**

N/A

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

No

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

I have been following openings for a while trying to envision the best fit. I am at a point in my life where I have the time, passion, and desire to give back to my community. This position is calling me. We need a passionate group dedicated to filling important positions as well as promoting professionals who demonstrate excellence in their field.

**List your interests and activities. :**

Photography, Community, Art, Camping, Hiking, Motorcycles, Cooking, Reading, Personal Growth

**List licenses, special training and certificates related to this board or that you would like to share with us. :**

Certificate- Law Enforcement Training Academy Certificate- Arapahoe County Sheriffs Office Citizen's Academy

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

No

**If yes, please explain :**

N/A

**Full Name :**

Robin Peltz

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]

**Full Name :**

Leanne Harris

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]

**Full Name :**

Sallie Pelz

**Address :**

[REDACTED]

**Phone Number :**

[REDACTED]

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

City Publication (i.e. News Aurora or This is Aurora)

**ACKNOWLEDGMENT I hereby acknowledge:**

**1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.**

**2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings. :**

I agree

## DECLARATION

I declare that to be a Commissioner for the Civil Service Commission I must:

- Be a "Registered Elector" as defined in Aurora City Code Section 54-2
- Reside within the municipal boundaries of the City of Aurora, Colorado
- Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation
- Not hold an appointive position as a member of any other board or Commission serving the City of Aurora :

I agree

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

I agree

**Signature :**

Patricia J Stephens

**Date :**

03/20/2023

**Time of Submission :**03/20/23 10:39:25 AM

**Attachments:**

- Resume P Stephens for committee.pdf

# PATRICIA J STEPHENS

## Summary

Creative, positive, high-energy entrepreneur who emphasizes the importance of honesty in all relations. My top priorities are meaningful connections with clients, providing excellent customer service and speedy conflict resolution when needed. Time management, team building, and infinite patience are additional strengths.

## Skills

<ul style="list-style-type: none"><li>• Strong Communication Skills</li><li>• Efficient Multi-tasker</li><li>• Supportive/Dedicated Team Player</li><li>• Artistic/creative</li><li>• Demonstrated ability to work independently</li></ul>	<ul style="list-style-type: none"><li>• Solid Time Management</li><li>• Quick learner/problem solver</li><li>• Patient</li><li>• Enthusiastic</li><li>• Excellent collaborative skills</li></ul>
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## Experience

### **Airbnb Host/Vacation Rental Manager/Owner** 2019 - Present

- Responsibilities include marketing, screening, and scheduling of reservations for home share listing.
- Perform laundry, cleaning, and all maintenance.
- Consistent record of excellent customer service, and impeccable standards of quality, safety, and cleanliness.
- Dedicated Superhost with over 120 positive reviews from culturally diverse travelers from all over the world.

### **Level II Fieldwork** 03/09/2020 - 05/15/2020 Telehealth

- Responsibilities included assessing and evaluating the needs of online patients.
- Assist in developing treatment plans that fit goals of increased independence and success in daily activities.
- Required creative and “out of the box” thinking to engage patients of all ages in a virtual environment.
- Record progress via accurate and concise notes following treatment sessions.

### **Level II Fieldwork** 12/09/2019 - 01/31/2020 Encore Summit Rehabilitation and Care Community

- Responsible for developing treatments consistent with patient goals.
- Administer standardized assessments as needed.
- Write accurate and concise notes following treatment.

### **Volunteer** 03/2018 - 03/2018 Adams Camp

- Responsible for supporting and assisting therapists at camp.
- Specific duties include retrieving needed equipment, photographing milestones, and assisting with intervention plans.
- Also responsible for creating a slideshow of each child to demonstrate goals and achievements to their family.

### **Exceptional Student Services Paraeducator** 01/2017 - 07/2018 Aurora Public Schools | Aurora, Colorado

- Responsible for supporting and assisting students with disabilities in various school settings.
- Specific duties include assisting the Special Education Teacher with preparing, instructing, and reinforcing academic subjects; providing observations and feedback on students; performing typing, filing and copying; tutoring special education student who have been mainstreamed.
- Attending paraprofessional staff meetings, in-service training, and APS job-embedded professional development.

**Lead Teacher** 03/2014 - 12/2016 La Petite Academy | Aurora, CO

- Classroom supervision, implementing and executing lesson plans, record observations, teach and guide children, ensure the proper daily care of children by following licensing guidelines.
- Create a safe and fun learning environment, encourage growth and exploration, maintain student portfolios, communicate effectively with parents, encourage their involvement, and make sure they always feel appreciated.
- Provide transportation via school bus for students dropped off at our center prior to traditional school hours.
- Maintain accurate records of all bus runs as well as safety and maintenance reports for the buses.

**Sales Executive** 03/2013 - 03/2014 Namify, LLC | Denver, CO

- Make required number of cold calls per day as well as maintain relationships with existing clients.
- Market promotional items such as custom imprinted pens, mugs and apparel to companies and individuals.
- Network through local business associations to forge relationships with potential clients.

**Administrative Assistant** 03/2012 - 03/2013 Real Estate Personnel | Denver, CO

- Performed all required tasks for temporary assignments as needed.
- Last position was assisting two retail property managers.
- Duties involved lease administration, tracking vendor and tenant insurance, A/P, A/R, lien releases, tracking and completing work orders and preparing proposals and contracts.

**Stay at Home Mom** 01/2010 - 03/2012

- Duties included, scheduling of doc's appointments, maintaining effective feeding and sleep schedules, ability to prioritize, advanced time management, timely home maintenance, and cleaning/disinfecting of ALL surfaces
- Position also required astronomic amounts of patience, excellent communication skills, occasional mind reading, and 360 degree viewing (eyes in the back of your head) at all times.

**Additional Previous Experience includes:**

- President/Owner/Sales Executive for a marketing company (2 yrs)
- Community Manager for multifamily housing (10 yrs)
- Board of Directors Nevada State Apartment Association (2yrs)

## Education and Training

- **Associate of Science - Occupational Therapy Assistant** - 2020 National American University | Centennial, CO
- **Associate of Arts Early Childhood Education** - 2017 Community College of Aurora | Aurora, CO
- **Standard First Aid/Standard Precautions/Standard CPR** - 2022
- **Nonviolent Crisis Intervention** - 2017
- **Certificate** - 2015 Family Leadership Training Institute | Centennial, CO
- **Certificate - Law Enforcement Training Academy** - 1993 Red Rocks Community College

## Interests

Photography, Community, Art, Camping, Hiking, Motorcycles, Cooking, Personal Growth

## Activities and Honors

Graduated summa cum laude 2017

Magna cum laude 2020

Member Occupational Therapy Association Colorado

Member CCA Alumni Association

Member ACSO Citizen Academy Alumni

Arapahoe County Sheriff's Department Citizen Academy Feb 2021



**Civil Service Commission**  
**Applicant Package - Ward 2**

Civil Service Commission - Ward 2

**Term:** 15 Feb 2023 - 14 Feb 2026

**Positions Available:** 1

**Number of applicants in this package:** 1

- Dolan, Brigitte

Date Received: 12/30/2022

Registered Voter & Resident of Aurora

03/09/2007 Ward: 2 County: Arapahoe

*Tristan Sheptock*

**Name** :Dolan, Brigitte

**Address** : [REDACTED]

**Email** [REDACTED]

**Board Name** :Civil Service Commission

**How long have you lived in Aurora?** :16 years

**Home Phone Number** : [REDACTED]

**Mobile Phone Number** [REDACTED]

**Are you registered to vote?** :

Yes

**Date of Birth (Month/Day/Year) (\*\*Required to Verify Voter Registration)** : [REDACTED]

**Years of Education Completed** :16

**Degree(s) Received** :BA in Criminal Justice Administration

**College(s) Attended** :Columbia College

**Employer Name** :Propark Mobility

**Employer Address** :918 17th St, Denver CO

**Current Position** :Recruiting Supervisor

**Years with Current Employer** :6 months

**1. Previous Employer Name** :Corecivic

**Position** :Case Manager

**Years with Previous Employer :**9 months

**Reason for Leaving :**

My son and daughter-in-law work with a valet company who was looking for a recruiter which I have a back ground in HR

**2.Previous Employer Name :**GEO Group

**Position :**PREA Investigator (Prison Rape Elimination Act)

**Years with Previous Employer :**4

**Reason for Leaving :**Terminated (currently in the appeal process)

**3. Previous Employer Name :**Community Education Centers

**Position :**

Employment Specialist, Case Manager, HR Coordinator and Business Manager

**Years with Previous Employer :**14

**Reason for Leaving :**Laid off due to loss of contract

**Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :**

No

**If yes, what board, committee or commission? :**N/A

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

No

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

I was in corrections for 20 years and know that side of things. I am currently a Citizen Assessor and have learned a lot. I feel it is important to have citizens on board to have a voice in helping to make sure our officers have the tools to do their jobs, serve and protect our community. To assist in the officers knowing it is okay to do their job. I also want to be a voice in our community officers are good people but are human and sometimes make mistakes like everyone.

**List your interests and activities. :**

Spending time with my 3 grandkids, travel, reading, going to the lake, pedicure days with granddaughter, volunteer with VFW (Veterans of Foreign Wars), just enjoy life.

**List licenses, special training and certificates related to this board or that you would like to share with us. :**

I have training in sexual assault investigations, Human Resources training, Manager training

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

No

If yes, please explain :N/A

**Full Name :**Shante Calhoon

**Address :** [REDACTED]

**Phone Number :** [REDACTED]

**Full Name :**Anthony Foster

**Address :** [REDACTED]

**Phone Number :** [REDACTED]

**Full Name :**Amy Beckman

**Address :** [REDACTED]

Phone Number [REDACTED]

How did you hear about us? :Other

**ACKNOWLEDGMENT** I hereby acknowledge:

**1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.**

**2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings. :**

I agree

**DECLARATION**

**I declare that to be a Commissioner for the Civil Service Commission I must:**

- Be a "Registered Elector" as defined in Aurora City Code Section 54-2**
- Reside within the municipal boundaries of the City of Aurora, Colorado**
- Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation**
- Not hold an appointive position as a member of any other board or Commission serving the City of Aurora :**

I agree

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

I agree

**Signature** :BMDolan

**Date** :12/30/2022

**Time of Submission** :12/30/22 11:12:53 AM

**Attachments:**

- Resume BDolan.pdf

# Brigitte M. Dolan



## **QUALIFICATIONS/SKILLS:**

- Excellent written and verbal communication skills
- Able to handle multiple tasks under high pressure
- Time Management and prioritizing
- Interviews and Investigations
- Efficient, accurate and very detail oriented
- Report writing
- Experienced in Microsoft Word, Excel, Outlook, ADP Payroll Systems, HRIS, ICIMS
- Confidentiality and professionalism are a priority

## **EXPERIENCE:**

### **Recruiting Supervisor**

#### **Propark Mobility, Denver, CO 2022**

- Reviewed applications/resumes
- Set up interviews
- Interviews
- Onboarding
- Orientation

### **Case Manager**

#### **Corecivic, Commerce City, CO 2021-2022**

- Over saw caseload of Diversion and DOC inmates
- Conducted assessments
- Monitored treatment, job status, financial obligations
- Monitored clients in the community and verified whereabouts
- Attended weekly meetings on inmate progress, disciplinary
- Oversee all PREA policies and compliance
- PREA Compliance Manager
- Initial PREA assessments, 30-day reviews
- Investigations of all allegations of PREA, both inmate/inmate and staff/inmate
- Did assessments
- Weekly meetings
- Monitored treatment and job status
- Prepared paperwork for Parole

### **PREA Investigator (Prison Rape Elimination Act)**

#### **The GEO Group-Aurora, CO 2016-2021**

- Oversee PREA policies and compliance
- Initial PREA assessments, 30–60-day reviews
- Investigations of all PREA allegations, both inmate/inmate and staff/inmate

- Monitored and reviewed CCTV
- File Management
- Interviewing, evidence collection
- Contact with Aurora Police if allegation deemed to be criminal
- After action reports, detailed reports written of the investigation
- Training both new and current staff and inmates on PREA policies
- Back-up hearing officer
- Audited facility and other facilities companywide for compliance

### **Detainee Accounts**

#### **The GEO Group-Aurora CO**

- Deposit Detainee monies into accounts
- Detainee payroll
- Approve Detainee phone time
- Responds to Detainee kites
- Detainee bond outs

#### **Phoenix Center, Henderson, CO- HR Coordinator/ Business Manager**

#### **Williams Street Center, Denver, CO-HR Coordinator/ Business Manager /Employment Specialist Community Education Centers (CEC) 2002-2015**

- Prepare and maintain Position Requisitions
- Worked closely with Senior Management and provided clear, timely and consistent communication with management
- Responsible for recruitment support, scheduling interviews, communication with applicants
- Background and reference checks
- Maintains all criminal and employment background history as mandated by the Division of Criminal Justice on all employees
- Onboarding of all new employees and new hire orientation training
- E-Verify new hires and maintain I-9 forms
- Coordinate all employee training
- Ensure policies and practices are linked to the corporate vision, values, and plans
- Assisted in developing and directing strategy for effective leadership, training, and performance
- Maintain confidential personnel files on all employees
- Record and maintain all vacation, sick and holiday leave on each employee
- Maintained and tracked FMLA, ADA Accommodations,
- Enroll, maintain, and terminate all employees on health, life, dental, short-term disability benefits and 401(k) plans
- Administer Employee random drug screening
- Updated E-Directory with employee information
- Managed the HR email box and updated shared calendars with updates
- Assisted with employee relations issues, investigations, disciplinary actions, and guidance to managers
- Off boarding of employees
- Approve all account payables and assure they are within the monthly budget
- Annually evaluate and update "Policies and Procedures" in the company operations manual
- Review and process check requests

- Review expense reports for mileage and travel
- Post and deposit all accounts receivable
- Maintain the operations bank account within the guidelines set forth by corporate headquarters
- Credit card reconciliations
- Maintain and submit all billing inquiries to the City and County for monthly disbursements
- Oversees and enforce all employee rules and regulations
- Monitor and record all staff meetings, (verbal and taking of minutes)
- Ensure that Division of Criminal Justice Standards are met on each employee regarding evaluations and training
- Review and issue client distribution payouts
- Manage client accounts, pay subsistence, restitution, protocol, and child support
- Over saw caseload of Diversion and DOC inmates
- Conducted assessments
- Monitored treatment, job status, financial obligations
- Monitored clients in the community and verified whereabouts
- Attended weekly meetings on inmate progress, disciplinary
- Oversee all PREA policies and compliance
- PREA Compliance Manager
- Initial PREA assessments, 30-day reviews
- Investigations of all allegations of PREA, both inmate/inmate and staff/inmate
- After action reports, detailed reports of the investigations
- Training of staff and inmates of policies

#### **Williams Street Center-Employment Specialist**

- Coordinated community work services for residents
- Conducted new resident orientation for employment, vocational school, and community work projects
- Ensured all residents were provided orientation, employment search and ongoing coaching services
- Responsible for securing employment opportunities for residents by creating and maintaining community employer relationships
- Compiled master report for employment weekly
- Provided updated resident employment status, checks turned in and performance evaluations of residents to case management and management
- Prepared and verified work passes, schedules and job verifications for residents
- Conducted on-site employment verifications
- Attended authority administrative hearings, parole hearings and court proceedings as required
- Prepared monthly employment entries for case management
- Oversaw a case load of DOC/Diversion clients
- Did assessments
- Weekly meetings
- Monitored treatment and job status
- Prepared paperwork for Parole

#### **Commercial Teller**

**Citywide Bank of Denver 2000-2002**

- Handled commercial accounts
- Managed large currency deposits
- Assisted and maintained records of Safe Deposit Boxes
- Good communication and customer service skills both in person and via phone

**Teller**

**Denver Community Federal Credit Union, Denver, CO 1998-2000**

**EDUCATION:**

- B.A. Criminal Justice Administration, 2005-Columbia College, Aurora, CO
- Associates of General Studies, 2002-Community College, Aurora, CO

**ADDITIONAL INFORMATION:**

- Notary Republic-kept current
- Volunteer work with the Young Marines Youth Organization- was staff for two years
- President- Auxiliary with the VFW (Veterans of Foreign Wars)-2 years
- All State Outstanding District President-VWF 2019
- Attended Denver Police Departments Citizens Academy-2008
- Attended Adams County Sheriffs Citizens Academy-2013
- Attended Aurora Police Citizens Academy -2018
- Aurora Citizen Assessor, 2021
- Employee of the month-12/2002, 9/2008, 1/2012, 2/2018, 1/2019