



NOTICE OF COUNCIL MEETING

STUDY SESSION

TELECONFERENCE (Open to the Public)

Monday, October 14, 2024

5:15 p.m.

TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

Members of the Aurora City Council will participate in the October 14, 2024 Study Session. Members of the public and media may participate remotely through the options listed below:

View or listen live to the Study Session

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

Translation/Accessibility

The City will provide closed captioning services on Cable Channels 8 and 880. If you need any other accommodation, please contact the Office of the City Clerk at (303) 739-7094. If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, October 14, 2024 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el viernes anterior a la reunión del lunes.)

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



AGENDA

Study Session of the Aurora City Council

Monday, October 14, 2024

5:15 p.m.

Aurora Room

15151 E. Alameda Parkway

Aurora, CO 80012

Pages

1. ITEMS FROM THE MAYOR

1.a Mayor's Update

1.b Issue Update

2. CONSENT CALENDAR

2.a Consideration to Appoint Three (3) Members to the Aurora Immigrant and Refugee Commission 4

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

2.b Consideration to Reappoint One (1) Member and Appoint One (1) Member to the Aurora Youth Commission 47

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

2.c Consideration to Appoint Two (2) Members to the Library Board 58

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

2.d Havana Business Improvement District (BID) Board Member Appointment (Resolution) 75

Chad Argentar, Senior Project Manager, Planning & Business Services / Hans Hernandez, Senior Assistant City Attorney

2.e	Intergovernmental Agreement (IGA) with Park County for Design & Construction Services to Offset Park County’s CR 53 Alteration and Improvements Due to Wild Horse Reservoir (Resolution)	83
	Sarah Young, Assistant General Manager of Planning & Engineering, Aurora Water / Ian Best, Assistant City Attorney	
2.f	Intergovernmental Agreement (IGA) with Denver Water Regarding the Strontia Springs Permanent Bypass Study (Resolution)	97
	Matthew Allsopp, Source of Supply Superintendent, Aurora Water / Ian Best, Assistant City Attorney	
2.g	Intergovernmental Agreement (IGA) with Central Colorado Water Conservancy District for the Purchase of Brighton Ditch Company Stock (Resolution)	116
	Dawn Jewell, Water Resources Manager, Aurora Water / Steve Cann, Assistant City Attorney	
2.h	United States Forest Service Collection Agreement for Forest Health Projects (Resolution)	143
	Alexandra Davis, Assistant General Manager of Water Resources and Supply, Aurora Water / Ian Best, Assistant City Attorney	
2.i	Series 2024 First-Lien Water Revenue Bonds (Ordinance)	168
	Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney	
3.	ITEMS FROM THE POLICY COMMITTEES	
3.a	2024 Ballot Initiatives (Resolution)	201
	Sponsor: Angela Lawson, Council Member	
	Liz Rogers, Intergovernmental Relations Manager, General Management / George Koumantakis, Manager of Client Services, City Attorney	
	Estimated time: 10 mins	
4.	ITEMS FROM THE COUNCIL APPOINTEES	
5.	ITEMS FROM THE CITY COUNCIL	

- 5.a DUAL LISTING: Employee Occupational Privilege Tax (Ordinance)** 229
- Sponsor: Françoise Bergan, Council Member / Curtis Gardner, Council Member
- Jason Batchelor, City Manager / Hanosky Hernandez, Senior Assistant City Attorney
- Estimated time: 10 mins
- 5.b Directing the City Manager to allocate the funds of the Occupational Privilege Tax (Resolution)** 236
- Sponsor: Françoise Bergan, Council Member / Curtis Gardner, Council Member
- Jason Batchelor, City Manager / Hanosky Hernandez, Senior Assistant City Attorney
- Estimated time: 10 mins
- 5.c City Manager to Create a Policy with Specific Criteria for 501(c)(3) Nonprofit Financial Support (Resolution)** 242
- Sponsor: Dustin Zvonek, Mayor Pro-Tem / Stephanie Hancock, Council Member
- Jason Batchelor, City Manager / Hanosky Hernandez, Senior Assistant City Attorney
- Estimated time: 10 mins
- 5.d Crisis Programs Update** 247
- Sponsor: Steve Sundberg, Council Member
- Calli Tucker, Crisis Intervention Program Administrator, Housing and Community Services / Tim Joyce, Assistant City Attorney
- Estimated time: 15 mins
- 6. CALL-UPS OF COUNCIL POLICY COMMITTEE ITEMS**
- 7. MISCELLANEOUS ITEMS**
- 8. ITEMS REMOVED FROM THE AGENDA, IF ANY**



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint Three (3) Members to the Aurora Immigrant and Refugee Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.4--Strengthen and build effective partnerships with the city's diverse community; and celebrate and appreciate diversity

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 10/28/2024

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

Item requires a Public Hearing: Yes No

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

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

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The Aurora Immigrant & Refugee Commission (AIRC) promotes the integration of the local immigrant and refugee communities into Aurora's civic, economic and cultural life.

The AIRC consists of eleven (11) voting members appointed by city council. The term length is two (2) years and members may serve up to three (3) terms. All eligible applications received within the last year are forwarded to the Commission to be considered for interviews.

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

The AIRC currently has (5) vacancies. The Commission received (7) applications and interviews were conducted on September 9, 2024.

Among the applicants were:

Sahar Elhallak

Alejandra Marinelarena

Jose Ramos

America Carbajal

Girmai Gebrehiwet

Maureen Maycheco

Koami Nkouka

Upon conducting interviews, the AIRC respectfully recommends the appointment of the following candidates:

Alejandra Marinelarena – 1st term beginning 2/1/2023 and ending on 1/31/2025

Jose Ramos – 1st term beginning on 2/1/2023 and ending on 1/31/2025

Maureen Maycheco 1st term beginning on 2/1/2023 and ending on 1/31/2025

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to support the appointment of Jose Ramos, Alejandra Marinelarena, and Maureen Maycheco to the Aurora Immigrant and Refugee Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1). The membership of the Aurora Immigrant and Refugee Commission shall make a good faith effort to fully represent the diversity of the immigrant and refugee community. The Aurora Immigrant and Refugee Commission shall consist of eleven members who are residents of the City. (Aurora, Colo. Code § 2-878). The Aurora Immigrant and Refugee Commission is created and established for the purpose of promoting the integration of the local immigrant and refugee communities into **Aurora’s civic, economic and cultural life.** (Aurora, Colo. Code § 2-876) (TJoyce)



To: Mayor Coffman and Members of City Council

From: Ashvina Patel, Chair, Aurora Immigrant & Refugee Commission

Through: Kendall Koca, General Management

Date: September 18, 2024

Subject: Consideration to Appoint a Member to the Aurora Immigrant & Refugee Commission

Board or Commission Name: Aurora Immigrant & Refugee Commission

Number of Vacancies: 5

Interview Information

Date of Interviews: September 9, 2024

Applicant Names: Sahar Elhallak, Alejandra Marinelarena, Jose Ramos, America Carbajal, Girmai Gebrehiwet, Maureen Maycheco, Koami Nkouka

Applicants Interviewed: Sahar Elhallak, Alejandra Marinelarena, Jose Ramos, America Carbajal, Girmai Gebrehiwet, Maureen Maycheco

Summary

Summary of suggested appointment(s):

Jose Ramos has been a part of the Aurora community for 23 years; he currently works in an immigrant-rich field. His primary motivation for joining AIRC is to learn more about the resources we have for immigrants and to help educate Aurora leadership about the needs of the immigrant community.

Alejandra Marinelarena has been a resident and student in Aurora for 3 years. She is interested in helping her community and continuing her work with policy change and community work.

Maureen Maycheco has been deeply engaged in the community. As a proud Mexican-American and first-generation college graduate, she is committed to promoting diversity, equity, and inclusion in the community.

The Aurora Immigrant & Refugee Commission request that Jose Ramos, Alejandra Marinelarena and Maureen Maycheco serve out the remaining terms of 2/1/2023 to 1/31/2025 and be approved for their 1st terms beginning on 2/1/2025 to 1/31/2027.

Recommendation

The Aurora Immigrant and Refugee Commission strongly supports the appointment of Jose Ramos, Alejandra Marinelarena, and Maureen Maycheco as a member on the Aurora Immigrant and Refugee Commission.

Aurora Immigrant And Refugee Commission

Applicant Package - Ward V

Aurora Immigrant And Refugee Commission - Ward V

Term 01 Feb 2024 - 31 Jan 2026

Positions Available 1

Number of applicants in this package 1

- Ramos, Jose

Received: 1/16/2024
Ward V Resident
Arapahoe County
Vetted on 1/16/2024

A handwritten signature in black ink, appearing to read "Jose Ramos", is written below the printed text.

Name: Ramos, Jose

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Immigrant and Refugee Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

23 years

Are you registered to vote?:

No

Years of Education Completed:

14

Degree(s) Received:

Associates of Arts in Business Management

College(s) Attended:

Purdue Global

Employer Name:

Goodwin Recruiting/ Ramos Recruiting

Employer Address:

4242 s mobile circle unit A, Aurora, Co. 80013

Current Position:

Recruiting Partner

Years with Current Employer:

.5

Work Experience:

Restaurant Management, Area Manager Roles

Certification(s):

NA

How are you involved in your community?:

I spend time donating to the homeless. I also gather up items and donate to the thrift stores,

List your interests and activities.:

I am a big fan of all sports, baseball and boxing at the top.

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

No

If yes, enter the board name and position:

NA

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

No

Why do you desire this appointment?:

As a prior illegal immigrant I want to assist where I can with this growing and pressing issue. I see this affecting our communities and want to be on the ground understanding and helping where possible.

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

I am flexible as I work from home and create my own schedule. Whatever is needed.

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

No

If yes, please explain:

NA

Reference 1: Full Name, Phone Number and Address:

Scott Lloyd. [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Zodella Ramos. [REDACTED]

Reference 3: Full Name, Phone Number and Address:

NA

How did you hear about us?:

Other

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

Jose Ramos

Time of Submission: 01/14/24 9:39:25 AM

Attachments

- Jose-Ramos.pdf

Jose Ramos

Passionate Leader seeking to inspire teams!

Aurora, CO 80013

Passionate area leader!

Willing to relocate: Anywhere

Authorized to work in the US for any employer

Work Experience

Area Manager

Dazbog Coffee - Denver, CO

March 2021 to Present

- Interview, hire, and train new management candidate.
- Increase sales and profit by cutting cost.
- Roll out new initiatives and partnerships with local companies to build sales.
- Open new concept stores for a franchise portfolio.
- Assist in the build out and planning for new locations.
- Lead all company stores to recover in this post-COVID world.
- Re-opened company and franchised locations from closures.
- Provide consultation to franchisees Denver metro and Wyoming area.
- Conduct company audits on stores on a monthly basis.
- Update and develop training material and SOP's.

General Manager

Panda Express - Aurora, CO

October 2017 to May 2021

- Successfully lead store with double digit growth over 2 years. Recruit 8 manager candidates over 2 years.
- Develop crew for new store openings. Mentor and coordinate up coming manager pool by coordinating preparation classes. Coordinate and administer ServSafe classes for our region. Facilitate area meetings by creating agenda and developing action plans for improvement areas. Relocate to Washington and assist the company goal of people growth!

Multi-Unit Manager

Cinnaholic - Denver, CO

September 2016 to October 2017

- Successfully open 2 locations in Denver to establish the brand. Recruit and train from scratch for both stores. Source out all the ingredients for max profitability. Ensure stores stayed on budget for a successful ROI. Develop and adhere to SOP's and develop a marketing campaign to ensure growth in business. Work with property owners for ideas to promote the area.

General Manager

FRIDAY - Aurora, CO

June 2015 to October 2016

Started as bar manager and grew to interim GM in 8 months. Hired and trained every department. Help recruit new talent for the bar entertainment, roll out bingo and other game nights. Lower cost and ensure profit was being met. Worked with ownership on remodel of the bar area and retrofit of dining room.

Education

Associate in Business Management

Purdue Global - Aurora, CO

October 2018 to February 2021

Skills

- Inventory
- Microsoft Word (10+ years)
- Payroll (5 years)
- Word
- training
- Scheduling (10+ years)
- Operations (10+ years)
- Inventory Management
- Team Building
- Business Management
- Recruiting (10+ years)
- Meeting Facilitation (7 years)
- Management
- Talent Acquisition
- Restaurant Management (10+ years)
- HR Sourcing
- Human Resources
- Employee Orientation
- Change Management
- Profit & loss (10+ years)
- Strategic Planning
- Interviewing

Languages

- Spanish - Native

Certifications and Licenses

ServSafe

July 2019 to July 2023

I am a Certified Instructor/Proctor. Currently i conduct quarterly testing for my area.

Assessments

Management & Leadership Skills: Impact & Influence — Highly Proficient

February 2020

Adapting leadership style to accomplish goals using rational or emotional appeal.

Full results: [Highly Proficient](#)

Conscientiousness — Highly Proficient

February 2020

Tendency to be well-organized, rule-abiding, and hard-working.

Full results: [Highly Proficient](#)

Restaurant Manager — Expert

March 2020

Managing restaurant staff and meeting customer expectations

Full results: [Expert](#)

Supervisory Skills: Motivating & Assessing Employees — Highly Proficient

March 2020

Motivating others to achieve objectives and identifying improvements or corrective actions.

Full results: [Highly Proficient](#)

General Manager (Hospitality) — Highly Proficient

June 2020

Solving group scheduling problems and reading and interpreting P&L statements

Full results: [Highly Proficient](#)

Management & Leadership Skills: Impact & Influence — Highly Proficient

June 2020

Choosing the most effective strategy to inspire and influence others to meet business objectives.

Full results: [Highly Proficient](#)

Management & Leadership Skills: Planning & Execution — Expert

March 2020

Planning and managing resources to accomplish organizational goals.

Full results: [Expert](#)

General manager (hospitality) — Highly Proficient

June 2020

Solving group scheduling problems and reading and interpreting P&L statements

Full results: [Highly Proficient](#)

Management & leadership skills: Impact & influence — Highly Proficient

June 2020

Choosing the most effective strategy to inspire and influence others to meet business objectives.

Full results: [Highly Proficient](#)

Supervisory skills: Motivating & assessing employees — Highly Proficient

March 2020

Motivating others to achieve objectives and identifying improvements or corrective actions.

Full results: [Highly Proficient](#)

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Aurora Immigrant And Refugee Commission

Applicant Package - Ward III

Aurora Immigrant And Refugee Commission - Ward III

Term 01 Feb 2024 - 31 Jan 2026

Positions Available 1

Number of applicants in this package 1

- Marinelarena, Alejandra

Received: 12/21/2023
Ward III Resident
Arapahoe County
Vetted on 1/11/2024

A handwritten signature in black ink, appearing to read "C. Zapata".

Name: Marinelarena, Alejandra

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Immigrant and Refugee Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

N/A

How long have you lived in Aurora?:

3 years but I grew up in Montbello and spent a lot of time in Aurora

Are you registered to vote?:

Yes

Years of Education Completed:

4 years

Degree(s) Received:

Bachelor of Arts in Ethnic Studies Bachelor of Arts in International Studies with a focus in Latin America Working towards a Nonprofit Leadership Graduate Certificate

College(s) Attended:

Colorado State University University of Denver

Employer Name:

N/A

Employer Address:

N/A

Current Position:

N/A

Years with Current Employer:

N/A

Work Experience:

I'm currently looking for a full time position in policy and community work. Though, I just completed two fellowships where I had the opportunity to learn about how to serve on a board/commission and intern for the Colorado Energy Office for the 2023 legislative session. During my time with the Colorado Energy Office, I supported legislative efforts regarding energy, climate, and transportation. I also supported program development, community events, and community engagement. My time during the Boards and Commission Fellowship has been such a great learning experience and I received training on media, parliamentary procedure, writing and giving testimony, community engagement, and communication. During my undergrad, I served as an Inclusive Community Assistant (ICA) where my role was to encourage an inclusive and empowered community by planning events, sharing resources, and facilitate educative conversations.

Certification(s):

I'm currently working towards acquiring a graduate certificate in nonprofit leadership.

How are you involved in your community?:

During the years 2020 and 2021, I was involved with Abolish ICE Denver and 10for10. I supported event planning for Abolish ICE Denver by creating flyers, finding and booking artists and small businesses, conducting research, and supporting community members. During the summer of 2020, Abolish ICE Denver was camping outside of a GEO ICE Processing Center to protest against treatment of the people inside, the lack of resources and treatment, the lack of representation, and the separation of families. During my time working with 10for10, I had the opportunity to learn about community event planning, fostering partnerships, volunteer recruitment and management, and advocacy. I had the amazing opportunity to be part of the planning process for a community event where we made 1,000 lunches that were distributed to the Denver community. In the year 2022, I served as an intern for the Colorado Department of Public Health where we planned community events to increase access to open spaces and active transportation. During these events, I provided translation services and event support. In the 2023 legislative session, I had the opportunity to serve the Latino community in Southwest Colorado during Latino Advocacy Day where we lobbied two representatives and 1 senator on bills regarding home mobile water quality, rent control, and language access. I had the opportunity to work with community members to share their stories and communicate with the legislators. I'm currently working on deepening my connection to the community through service by seeking volunteer opportunities for organizations already doing the work.

List your interests and activities.:

I love to read, write, crochet, have new experiences, try new food, and listen to music. I also love to learn new things, do my research, and doing things on my own! I love fashion, thrifting, and creating new things! I like to find opportunities to volunteer around my community! I most recently attended a toy drive this holiday season and it was amazing to see the community come together and the work being done! It was really nice to connect and be present with the community.

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

Yes

If yes, enter the board name and position:

I'm part of the Community Advisory Committee with the Colorado Energy Office where we get together to talk about the accessibility of the programs, how to foster trust with the community, and provide different perspectives.

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

No

Why do you desire this appointment?:

I desire this appointment because I am passionate about policy change, community participation and empowerment, and investing into our communities. Through my work, I aim to amplify the voices, joy, and inspiration in our communities. I'm passionate about investing into the wellbeing and livelihood of those most vulnerable in our communities and incorporating the community into the decision making and community development process.

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

I'm able to spend as much time as I need on this appointment! If I were to be appointed, this commission would be a priority for me and I would designate my time as needed.

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Beatriz Soto, [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Patricia Ferrero, [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Issamar Pichardo, [REDACTED]

How did you hear about us?:

Other

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

Alejandra Marinelarena-Olvera

Time of Submission: 12/27/23 10:04:39 PM

Aurora Immigrant And Refugee Commission

Applicant Package - Ward To Be Determined

Aurora Immigrant And Refugee Commission - Ward To Be Determined

Term 01 Feb 2023 - 31 Jan 2025

Positions Available 5

Number of applicants in this package 1

- Maycheco, Maureen

Received 7/10/2024

Ward II Resident & Registered Voter

Arapahoe County

Vetted on 7/15/2024

Marcus Bond

Name: Maycheco, Maureen

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Immigrant and Refugee Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

8

Are you registered to vote?:

Yes

Years of Education Completed:

17

Degree(s) Received:

Master of Arts in International and Intercultural Communication and Bachelor of Arts in History

College(s) Attended:

University of California, Davis and University of Denver

Employer Name:

Loop and Honey, LLC

Employer Address:

[REDACTED]

Current Position:

Owner

Years with Current Employer:

6

Work Experience:

Founder at Loop and Honey, LLC from November 2018 to present. Communications and marketing consulting specializing in communications grounded in humanity with a strengths-based approach. Focuses on helping clients discover and share their stories in a way that is authentic, compelling, and effective grounding in humanity, DEI, digital accessibility, and belonging. Implements a unique frame that communications is about more than just transmitting information; it's about building community, creating connections, and fostering belonging. Deputy Commissioner of System Equity and Effectiveness at Behavioral Health Administration from February 2023 to March 2023. Served as the deputy to the Commissioner of the Behavioral Health Administration (BHA), providing coordination and strategic alignment of diverse business functions, streamlining high-importance projects and supporting leadership-level internal and external initiatives with significant impact on the BHA's functionality. Supervised four divisions comprised of more than 50 team members within the BHA: Strategy, Planning, Engagement; Behavioral Health Analytics, Epidemiology, and Evaluation; Quality & Standards; and Health Information Technology. Supported coordination across all state agencies to achieve system-wide behavioral health equity through community-informed practice and interagency data governance. Provided agile, cross-teams leadership and expert management to four Divisional Directors, ensuring equitable and effective delivery of functions. Developed and assembled BHA's annual goals, ensuring progress measurement and reporting to the Governor's office and the Advisory Council.

Communications Director at Behavioral Health Administration from March 2022 to March 2023. Leads the Communications Department in supporting the achievement of a system-wide approach to behavioral health equity and a strategy for measuring equitable outcomes. Builds and leads the Behavioral Health Joint Information Center, a weekly interagency meeting convening Departments, Offices, Branches, and Divisions within State Government and centering the BHA as the lead for statewide behavioral health decision-making. Develops and operationalizes an Equity Plan including team-wide standards and practices for grounding in DEI, belonging, and digital accessibility. This plan has been requested by agency partners and is a leading source for DEI implementation across agencies. Supervises eight employees and more than \$4 million in public awareness campaigns.

Communications Director at Colorado Nonprofit Association from May 2019 to December 2021. Served a vital role in shaping a bold vision to protect and promote the Association's mission and strategic plan, data systems, community relationships, adaptive team culture and statewide nonprofit workforce. Set ambitious and achievable annual goals that deepened community understanding and awareness about critical issues while lifting up organizational-wide priorities. Developed thoughtful, comprehensive strategies grounded in community-informed practice; determined and streamlined systems thinking to align with cross-sector objectives. Supported and developed team through authentic, transparent leadership, honoring stress while centering safety, adaptability and collaboration.

Communications Director at Reach Out and Read Colorado from November 2014 to March 2019. Responsible for developing, directing, budgeting, and executing an overall strategic communications plan, with a focus on community engagement and trust building. Drove social media growth via organic and paid initiatives by 400% in the first 24 months. Ensured HIPAA compliance while working with pediatric providers, as well as compliance with federal regulations and departmental policies for information delivery and systems evolution. Piloted the New Parent Empowerment Initiative, a first-of-its-kind and award-winning prenatal literacy program at the intersection of healthcare and early education.

Digital Marketing Manager at Absio Corporation from December 2013 to July 2014. Pioneered holistic, cross-channel work plan incorporating innovative security protocols, quality reporting, beta applications and innovative technologies. Built a thoughtful, comprehensive marketing program involving minimal cloud and third-party software/applications, ensuring the highest level of user privacy and data ownership. Referred traffic to marketing websites increased 100% in the first month of employment, a trend that remained positive while managing and controlling the departmental budget.

Certification(s):

Honors and Awards 2021 DEI Champion award from National Diversity Council 2019 Nonprofit Communicator of the Year award from PR News' CSR/Nonprofit Awards 2018 Platinum award from Association of Marketing and Communication Professionals 2017 Bronze Leaf awards from Colorado Healthcare Communicators 2016 Best of Nonprofit Fundraising Designs from Designing for Good Languages Native or bilingual proficiency in English Professional working proficiency in Swahili Elementary proficiency in Spanish

How are you involved in your community?:

Beyond my professional experience, I am deeply engaged in my community. I have served on boards, including Interim Board Chair with Building Bridges and Director of DEI with the AMA Colorado Board of Directors. My dedication and expertise have been recognized through multiple honors and awards, including the 2021 DEI Champion award from the National Diversity Council and the 2019 Nonprofit Communicator of the Year award from PR News' CSR/Nonprofit Awards. With a Master's degree in International and Intercultural Communication and a Bachelor's in History, I combine my academic background with a passion for social justice, cultural understanding, and community building.

List your interests and activities.:

Hi. I'm Maureen. My pronouns are she/they/ella. I am a creative at heart. I love dynamic brainstorming sessions, board games, and craft coffee. I am outside as much as possible, adventuring on dog walks, gardening, or playing volleyball. There has always been an underlying current of social justice, culture, and community winding throughout my journey. And, I approach my communications work by grounding in humanity. I am an award-winning strategist and storyteller. I prioritize listening to and showing up for my audiences. I understand the value of data-driven decision making, and I believe comprehension is key to communication success. Let's grab a coffee and talk - email maureen.maycheco@gmail.com.

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

As a proud Mexican-American and first-generation college graduate, I am deeply committed to promoting diversity, equity, and inclusion in all aspects of my work. I believe in the power of storytelling to amplify marginalized voices and drive positive social change. Joining the Aurora Immigrant and Refugee Commission aligns perfectly with my personal and professional goals. My background and experiences have instilled in me a profound understanding of the challenges immigrant and refugee communities face. I have witnessed firsthand the transformative impact of inclusive policies and community support in the lives of individuals and families. This motivates me to contribute to the commission's efforts to foster a welcoming and supportive environment for all. The city of Aurora's commitment to integrating immigrants and refugees into its civic, economic, and cultural life is commendable. I am particularly inspired by the Office of International and Immigrant Affairs' initiatives, such as the Aurora Immigrant and Refugee Commission, the Aurora International Roundtable, and the Aurora Global Fest. These programs demonstrate a proactive approach to embracing diversity and promoting global partnerships. In my professional life, I have focused on driving strategy with a focus on social impact, and the National Diversity Council has recognized me as a DEI Champion. My experience in international and intercultural communication has equipped me with the skills to engage with diverse communities and advocate for their needs effectively. I am eager to bring this expertise to the commission and contribute to its mission of promoting the integration of immigrant and refugee communities in Aurora. I am also committed to helping the commission develop and implement strategic plans that address the unique challenges immigrants and refugees face. This includes advocating for language access, educational opportunities, and economic empowerment. By serving on this commission, I hope to help shape policies and programs that enhance the quality of life for all residents of Aurora, ensuring that everyone has the opportunity to thrive. Ultimately, I desire this appointment because I want to create a more inclusive and equitable society. Serving on the Aurora Immigrant and Refugee Commission will allow me to make a meaningful impact, leveraging my background, skills, and dedication to support and uplift the immigrant and refugee communities in our city.

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

12

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Rachel Childs [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Perry Jowsey [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Barbara Pena [REDACTED]

How did you hear about us?:

Word of Mouth

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

Maureen Maycheco

Time of Submission: 07/10/24 3:32:53 PM

Attachments

- Maureen Maycheco Resume, April 2024.pdf

Maureen Maycheco (she/they/ella)

** resume formatted intentionally for digital accessibility and readability*

I live in Aurora, Colorado.



Related Work Experience

Founder at Loop and Honey, LLC from November 2018 to present.

- Communications and marketing consulting specializing in communications grounded in humanity with a strengths-based approach.
- Focuses on helping clients discover and share their stories in a way that is authentic, compelling, and effective grounding in humanity, DEI, digital accessibility, and belonging.
- Implements a unique frame that communications is about more than just transmitting information; it's about building community, creating connections, and fostering belonging.

Deputy Commissioner of System Equity and Effectiveness at Behavioral Health Administration from February 2023 to March 2023.

- Served as the deputy to the Commissioner of the Behavioral Health Administration (BHA), providing coordination and strategic alignment of diverse business functions, streamlining high-importance projects and supporting leadership-level internal and external initiatives with significant impact on the BHA's functionality.
- Supervised four divisions comprised of more than 50 team members within the BHA: Strategy, Planning, Engagement; Behavioral Health Analytics, Epidemiology, and Evaluation; Quality & Standards; and Health Information Technology.
- Supported coordination across all state agencies to achieve system-wide behavioral health equity through community-informed practice and interagency data governance.
- Provided agile, cross-teams leadership and expert management to four Divisional Directors, ensuring equitable and effective delivery of functions.
- Developed and assembled BHA's annual goals, ensuring progress measurement and reporting to the Governor's office and the Advisory Council.

Communications Director at Behavioral Health Administration from March 2022 to March 2023.

- Leads the Communications Department in supporting the achievement of a system-wide approach to behavioral health equity and a strategy for measuring equitable outcomes.
- Builds and leads the Behavioral Health Joint Information Center, a weekly interagency meeting convening Departments, Offices, Branches, and Divisions within State Government and centering the BHA as the lead for statewide behavioral health decision-making.
- Develops and operationalizes an Equity Plan including team-wide standards and practices for grounding in DEI, belonging, and digital accessibility. This plan has been requested by agency partners and is a leading source for DEI implementation across agencies.
- Supervises eight employees and more than \$4 million in public awareness campaigns.

Communications Director at Colorado Nonprofit Association from May 2019 to December 2021.

- Served a vital role in shaping a bold vision to protect and promote the Association's mission and strategic plan, data systems, community relationships, adaptive team culture and statewide nonprofit workforce.
- Set ambitious and achievable annual goals that deepened community understanding and awareness about critical issues while lifting up organizational-wide priorities.

- Developed thoughtful, comprehensive strategies grounded in community-informed practice; determined and streamlined systems thinking to align with cross-sector objectives.
- Supported and developed team through authentic, transparent leadership, honoring stress while centering safety, adaptability and collaboration.

Communications Director at Reach Out and Read Colorado from November 2014 to March 2019.

- Responsible for developing, directing, budgeting, and executing an overall strategic communications plan, with a focus on community engagement and trust building.
- Drove social media growth via organic and paid initiatives by 400% in the first 24 months.
- Ensured HIPAA compliance while working with pediatric providers, as well as compliance with federal regulations and departmental policies for information delivery and systems evolution.
- Piloted the New Parent Empowerment Initiative, a first-of-its-kind and award-winning prenatal literacy program at the intersection of healthcare and early education.

Digital Marketing Manager at Absio Corporation from December 2013 to July 2014.

- Pioneered holistic, cross-channel work plan incorporating innovative security protocols, quality reporting, beta applications and innovative technologies.
- Built a thoughtful, comprehensive marketing program involving minimal cloud and third-party software/applications, ensuring the highest level of user privacy and data ownership.
- Referred traffic to marketing websites increased 100% in the first month of employment, a trend that remained positive while managing and controlling the departmental budget.

Community and Volunteer Experience

- Interim Board Chair with Building Bridges
- Experienced Community Cohort Pilot with Building Bridges
- Director of DEI with the AMA Colorado Board of Directors
- Cultural Affairs Commissioner with the City of Aurora Cultural Affairs Commission
- Giving Project Cohort with the Chinook Fund
- Liberated (BIPOC) Cohort One with Building Bridges
- Good and Social Podcast Co-Host with One K Creative
- United States Peace Corps Volunteer in Kwa Mtoro, Tanzania

Honors and Awards

- 2021 DEI Champion award from National Diversity Council
- 2019 Nonprofit Communicator of the Year award from PR News' CSR/Nonprofit Awards
- 2018 Platinum award from Association of Marketing and Communication Professionals
- 2017 Bronze Leaf awards from Colorado Healthcare Communicators
- 2016 Best of Nonprofit Fundraising Designs from Designing for Good

Languages

- Native or bilingual proficiency in English
- Professional working proficiency in Swahili
- Elementary proficiency in Spanish

Education

- Master of Arts in International and Intercultural Communication from the University of Denver
- Bachelor of Arts in History from the University of California, Davis

Aurora Immigrant And Refugee Commission

Applicant Package - Ward III

Aurora Immigrant And Refugee Commission - Ward III

Term 01 Feb 2024 - 31 Jan 2026

Positions Available 1

Number of applicants in this package 1

- NKOUKA, koami

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

A handwritten signature in black ink, appearing to read "C. B. Bapat" or similar, written in a cursive style.

Name: NKOUKA, koami

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Immigrant and Refugee Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

3 years

Are you registered to vote?:

Yes

Years of Education Completed:

18 years

Degree(s) Received:

Master's in Project Management Bachelor of Science in Civil Engineering

College(s) Attended:

- Colorado technical University - MSU- Denver

Employer Name:

United States Postal Service

Employer Address:

56th avenue, Denver, CO

Current Position:

Engineer-Project Manager

Years with Current Employer:

9 years

Work Experience:

Product development methodologies Planning and scheduling Scoping Forecasting Tracking and reporting Budgeting Risk management Time management Team management and collaboration Communication

Certification(s):

-Green Belt & Black Belt in Project Management - Word- Excel- PowerPoint-Minitab-R

How are you involved in your community?:

- Volunteering as secretary of EWE Association of Colorado to promote the culture of EWE (Africa) people. - Outreach and support the community through a nonprofit organization

List your interests and activities.:

- Support Communities

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

To help and support the community and the city.

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

40 hours

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Aaron Nkouka

Reference 2: Full Name, Phone Number and Address:

Jacob Nkouka-

Reference 3: Full Name, Phone Number and Address:

Regina Attah Mensah-

How did you hear about us?:

Other

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

koami NKOUKA

Time of Submission: 01/08/24 5:35:07 AM

Attachments

- Commissioner resume.pdf

OBJECTIVE

To represent the interests of my community during regular meeting at all the levels of local government, participate in activities that shape the future of the community through long-range planning initiatives. In addition, to examine the community issues and come up with the oriented and details proposals as recommendation to the boards or commissions. Further, to promote economic development in the city/county.

EDUCATION

Master of Science- Project Management / Colorado Technical University	2015-2017
Bachelor of Science- Civil Engineering/ MSU Denver	2010-2013
Associate Degree in Business- Community College of Aurora	2008-2010

EXPERIENCE

Engineer & Project manager / United States Postal Service	2014-Present
Oversaw projects scope, timelines, deliverables and milestones, communication plan, project implantation through pilot programs, developed control plans to maintain and sustain improvement.	
Executive Director of Nonprofit Organization / Health-Education To All	2021-Present
Support the community through STEM (Science Technology Engineering Mathematics) programs and events to encourage to embrace these disciplines. Help to fight hunger in the communities through outreach community programs to respond to the needs of the veterans.	

SKILLS

Project management	Technical expertise	Leadership
Communication	Problem-solving	Attention to detail

TRAINING/ LANGUAGE

- Advanced and Proficient knowledge in MS-Word-Excel-PowerPoint-Minitab.
- Project Management Certifications: Black Belt Trained & Green Belt Certified in USPS.
- Advanced level in English and French as well as EWE.

Aurora Immigrant And Refugee Commission

Applicant Package - Ward V

Aurora Immigrant And Refugee Commission - Ward V

Term 01 Feb 2024 - 31 Jan 2026

Positions Available 1

Number of applicants in this package 1

- Carbajal, America

Received: 02/29/2024

Ward V Resident

Vetted on 3/13/2024



Name: Carbajal, America

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Immigrant and Refugee Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

20 Years

Are you registered to vote?:

No

Years of Education Completed:

20

Degree(s) Received:

1977-1980 Nursing Degree, UNAM (MEX). 1981 - 1984 Business Administration degree ITESM (MEX) . 1985– 1987 technical Radiology, Technical Medical exams, technical Pharmacy, Paramedical Sciences School (MEX). 1987– 1988 Fashion Design, URN (MEX). Graduate Equivalency Degree (USA), English CCA, CCD, Emily Griffind School, Matt Program (USA) . Computer Class (CCA) Sustainability Certified, Carlos Slim Foundation. Board and Commissions training "Protegete" , Conservation Colorado

College(s) Attended:

English class, Community College Denver, CNA, medical glossary , English class

Employer Name:

Fuerza en Accion de Mujeres Activas Group

Employer Address:

4385 Jericho St, Denver CO 80249

Current Position:

Director

Years with Current Employer:

4 Years

Work Experience:

(MEX) Secretary, teacher. Governor assistant, delegate assistant Union, Children Hospital, Radiology technician, Nurse and Pharmacy technician, Political Party delegate, Business owner Cinema, Sales Manager and self-financing,(USA). Painter, Majestic Metals Company, Co-op Green cleaning for life member, Organizer director Center Humanitarian for workers of Denver, Sunshine Janitors, Cleaning operators rooms, Director of Force in Action of Active Women Group.

Certification(s):

Sustainability, and Business Accounting. Carlos Slim Foundation, Cleaning Operations Rooms.

How are you involved in your community?:

I'm community leader 20 years mainly in immigration, I have been a part of most of law proposals that improve our community, an example SB251 that grants a Driver's license, main goal has been to educate themselves about their rights and obligations, integrate them into our society and learn how to integrate.

List your interests and activities.:

Participate in conversations to improve the lives of everyone in Aurora, share my experience on the topics references to immigration and refugees, contribute time and wisdom to my community.

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

Serving is very important to me, and I have been involved in many projects, now I want to be part of those who advocate within to study the needs and look for solutions and internal regulations or laws, sometimes a review.

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

Who is assigned for the meetings and what is needed

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Mateos Alvarez, Opportunity Center, Dayton day labor for workers [REDACTED]
[REDACTED]

Reference 2: Full Name, Phone Number and Address:

Dr. Minsun Ji, Rocky Mountain Employee Ownership Center, non-profit organization,
[REDACTED]

Reference 3: Full Name, Phone Number and Address:

Gabriela Flora, Americans Friends Service Committee, [REDACTED]
[REDACTED]

How did you hear about us?:

Other

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

America Carbajal Uranga

Time of Submission: 02/29/24 12:47:48 AM

Attachments

- Resumen America Carbajal.pdf

AMERICA CARBAJAL URANGA

Objective

I want to be part of the Commission Dignity, Equality & Inclusion of Colorado.

Education

1977-1980 Nursing Degree, UNAM (MEX).

1981 - 1984 Business Administration degree ITESM (MEX) .

1985– 1987 technical Radiology, Technical Medical exams, technical Pharmacy, Paramedical Sciences School (MEX).

1987– 1988 Fashion Design, URN (MEX).

Graduate Equivalency Degree (USA), English CCA, CCD, Emily Griffind School, Matt Program (USA) . Computer Class (CCA) Sustainability Certified, Carlos Slim Foundation.

Beca Board and Commissions training Protegée , Conservation Colorado

2 grants \$5000 (TRAININGS), Denver Foundation 2022, 2023

Work

Secretary, teacher. Governor assistant, delegate assistant Union, Political Party delegate, Business owner

Cinema, Sales Manager and self-financing (MEX), Painter, Co-op Green cleaning for life member, Organizing director Centro Humanitario para los trabajadores de Denver, Director Fuerza en Accion de Mujeres Activa Group.

Publications

Robo de Salario, El Heraldo de Colorado, 05/31/2018,

Urgente Reforma Migratoria, El Heraldo de Colorado, 06/15/21

En nuestro encuentro el primero de mayo en Washington DC, El Heraldo de Colorado, 05/05/22

Waste Zero (Desechos Cero), Voces en Linea, Broadcast facebook, 10/9/2023

Conference Presentations

“Wage theft” Centro Humanitario every week, 1911-1913, Christian Church, 2014-2015,

“know your Rights” Different Places for 20 years. and Opportunity Center Aurora, Agosto 2023

“ITIN and license Training”, Opportunity Center Aurora, Julio, Agosto 2023

“Vida Verde” training use the toxics products, and environmental care, Different Churches and places in Colorado

Domestic Workers Rights training; “Rights”, “Worker Contract”, “Cooperatives”, “Child Care”, “Adult Care”, “Clean Houses”, The Garden Center, Aurora CO, 2023

References

Dr. Minsun Ji, Executive Director, Colorado Employee Ownership Center

Salvador Gonzalez, Co-op Specialist. Community Wealth Building

Gabriela Flora, American Friends Committee

Fields of interest.

My interest lean toward social justice, fighting for civil Rights and human rights, I am also active and concerned about mental health and human health.

Professional Organizations

Humanitarian Center organizer of day labor workers, and wage theft, Welcome Everybody Organization, Fuerza en accion de Mujeres Activas, organizer Domestic Workers.

Languages

Spanish 100% and English 60 %

Interests and Activities

educate people, empower women, catechist at my church, organize, co-op trainings

Interests and Activities

educate people, empower women, catechist at my church, organize, co-op trainings

Hobbies

Reading, walking in nature, cinema, manual activities, visiting museums, and traveling

Volunteer Experience

Support nursing home, red cross ambulance attendant, (MEX), Pre– kinder garden school volunteer, catechist in the church, sewing class training, board member, secretary, treasurer and president of the board of directors Humanitarian Center for Workers of Denver, interim president of the board of directors Colorado Immigrants Rights Coalition, Documenters Group CIRC. Denver Foundation; Committee Assignments member.

Computer Skills

Word, excel, Microsoft office, internet, browsing and email

Licenses and Certificates

Sustainability certificate, Commercial Accounting Certificate, Finder Certificate, Carlos Slim Foundation

Qualities

Tough, responsive, creative, energetic, and versatile, cooperative, cheerful, courageous, strong, passionate in the work, observer, I am a leader, and foresight.

Availability

Travel, share, learn, support and help, teamwork, and use all time to do my job, with excellence.

Aurora Immigrant And Refugee Commission

Applicant Package - Ward II

Aurora Immigrant And Refugee Commission - Ward II

Term 01 Feb 2024 - 31 Jan 2026

Positions Available 5

Number of applicants in this package 1

- GEBREHIWET, GIRMAI

Received: 02/13/2024
Ward IV Resident & Registered Voter
Arapahoe County
Vetted on 2/13/2024

A handwritten signature in black ink, appearing to read "C. J. [unclear]".

Name: GEBREHIWET, GIRMAI

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Immigrant and Refugee Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

20

Are you registered to vote?:

Yes

Years of Education Completed:

16

Degree(s) Received:

BA

College(s) Attended:

METRO STATE UNIVERSITY OF DENVER

Employer Name:

ICC REAL ESTATE

Employer Address:

15576 E 7TH AVENUE AURORA, CO. 80011

Current Position:

BROKER

Years with Current Employer:

15

Work Experience:

BUSINESS AND INVESTMENT CONSULTANT, ASSIST CLIENT IN ADVISING ON HOME BUYING AND SELLING REAL ESTATE, AND PROERTY MANAGEMENT

Certification(s):

TRANSLATION AND INTERPRETATION

How are you involved in your community?:

ENGAGE IN AFRICAN COMMUNITY

List your interests and activities.:

READING, EXERCISE, WALKING AND ATENDING COFERENCES

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

Yes

If yes, enter the board name and position:

NORTH BRIDGE CONNECTION BOARD MEMBER AFRICAN DIASPORA HOPE
PRESIDENT

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

Yes

Why do you desire this appointment?:

TO SERVE MY COMMUNITY

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

5-10 HOURS

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

No

If yes, please explain:

NON

Reference 1: Full Name, Phone Number and Address:

GHIDAY MISGNA [REDACTED]

Reference 2: Full Name, Phone Number and Address:

AMANEL GESESSE [REDACTED]

Reference 3: Full Name, Phone Number and Address:

MENGESHA MESFIN [REDACTED]

How did you hear about us?:

News Aurora (water bill newsletter)

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

GIRMAI BERHE GEBREHIWET

Time of Submission: 02/11/24 3:14:20 AM

Aurora Immigrant And Refugee Commission

Applicant Package - Ward 5

Aurora Immigrant And Refugee Commission - Ward 5

Term: 01 Feb 2024 - 31 Jan 2026

Positions Available: 1

Number of applicants in this package: 1

- Elhallak, Sahar

Date Received: 11/09/2023

Registered Voter & Resident of Aurora

07/20/2021 Ward: 5 County: Arapahoe

Tristan Sheptock

Name: Elhallak, Sahar

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Immigrant and Refugee Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

3 years

Are you registered to vote?:

Yes

Years of Education Completed:

Bachelor degree

Degree(s) Received:

Business Administrations

College(s) Attended:

University of Beirut

Employer Name:

The Learning Source

Employer Address:

Fulton Elementary 755 Fulton Street Aurora, CO 80010

Current Position:

Teacher

Years with Current Employer:

3

Work Experience:

I teach English as a second language to a group of parents at an elementary school. All my students are immigrants who are trying to navigate life using their limited English proficiency.

Certification(s):

TEFL and ABEA

How are you involved in your community?:

As an educator, I am constantly learning about the challenges my students are encountering. Given my involvement in their education, I feel compelled to assist in finding a resolution to their issues. Additionally, I make an effort to contribute my time to non-profit groups that aid refugees and immigrants.

List your interests and activities.:

I am a poet and a writer. in my free time, I'm always writing or reading. I'm also a great DIYer. I am learning to play the harp and had published an adult coloring book.

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

Yes

If yes, enter the board name and position:

Colorado Family Engagement Advisory Council (FEAC)

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

No

Why do you desire this appointment?:

Having personal experience as a refugee and immigrant, as well as working with students who are in similar situations, I am able to provide valuable insights to support other individuals going through similar challenges. As someone who both resides and plans to invest in Aurora, I have a vested interest in the well-being of the city and its residents. Specifically, I am passionate about finding ways to support immigrants and refugees as they adjust to their new surroundings.

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

4 hours

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Adam Chaaban

Reference 2: Full Name, Phone Number and Address:

Abdessadek Chihab

Reference 3: Full Name, Phone Number and Address:

Harry Chan

How did you hear about us?:

News Aurora (water bill newsletter)

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

Sahar Elhallak

Time of Submission: 11/09/23 12:15:10 PM

Attachments:

- Sahar Elhallak Resume Sep 2023.pdf

Sahar Elhallak

❖ [REDACTED] ❖ Aurora, CO

WORK EXPERIENCE

The Learning Source

Sept. 2021 – Present

Family Literacy Teacher

Aurora, CO

- Develop and implement comprehensive family literacy programs aimed at promoting literacy skills for both children and their parents or caregivers.
- Design and deliver engaging and interactive lessons that incorporate reading, writing, listening, and speaking activities for participants of diverse ages and backgrounds.
- Provide individualized instruction and support to adults to improve their literacy skills and promote a love for reading and learning.

Community College of Aurora

July 2022 – May 2023

Adjunct Professor

Aurora, CO

- Developed and delivered comprehensive ESL curriculum and lesson plans to meet the diverse needs of students at various proficiency levels.
- Facilitated engaging and interactive classroom activities to enhance students' language skills in listening, speaking, reading, and writing.
- Adapted teaching strategies and materials to accommodate individual learning styles and cultural backgrounds of students.
- Created a supportive and inclusive classroom environment that promotes cultural awareness and sensitivity.

Euro-Mediterranean University of Fez

Jan. 2017 – May 2021

Professor of English Language and Literature

Fez, Morocco

- Created and presented dynamic and inclusive lectures, seminars, and workshops that explore diverse facets of the English language and literature, cultivating critical thinking, analytical abilities, and a profound appreciation for the subject matter.
- Conducted rigorous assessments, including exams, papers, and presentations, to evaluate student progress and provide constructive feedback for improvement.
- Served on departmental committees and contributed to the academic governance of the institution, participating in curriculum planning, assessment, and accreditation processes.

Direct English of Morocco

Oct. 2012 – June 2016

Enrollment Counselor

Marrakech, Morocco

- Facilitated the enrollment process by providing personalized guidance and assistance to prospective students, helping them navigate through admissions requirements, application procedures, and program options.
- Proactively communicated with prospective students via phone, email, and in-person meetings, addressing inquiries, resolving issues, and providing ongoing support throughout the enrollment process.
- Assisted in organizing and coordinating campus tours, orientation programs, and other events aimed at introducing prospective students to the college community.

Hertz Corporate

Jan. 2006 – April 2010

Rental Program Administrator

Burlingame, CA

- Administered and managed the rental program, including coordinating VIP vehicle reservations, contracts, and customer inquiries.
- Monitored and tracked rental vehicle availability, ensuring efficient utilization and maximizing revenue.
- Conducted comprehensive training sessions and facilitated smooth onboarding for new hires, offering extensive guidance on policies, procedures, and rental agreements.

The Wall Street Journal

Circulation Operation Assistant Manager

Mar. 2000 – Dec 2005

Palo Alto, CA

- Developed and implemented strategies to increase circulation and readership of the Wall Street Journal.
- Collaborated with sales and marketing teams to develop promotional campaigns and subscription offers to attract new customers.
- Managed relationships with distributors, vendors, and carriers to optimize logistics and maintained efficient circulation operations.
- Delivered outstanding customer service with a commitment to upholding a strong sense of professionalism.

EDUCATION

The University of Beirut

Bachelor of Art, Business and Marketing

May, 1997

Beirut, Lebanon

CERTIFICATIONS, ACHIEVEMENTS & LANGUAGES

Certifications: CTEFL (2013), ABEA (In Progress, Expected 2023), International Women's Health & Human Rights Certificate (2018)

Achievements: Self-published "At Home in Morocco" a captivating coloring book showcasing my original artwork; Recognized as a featured poet in the esteemed anthology "Pivot and Pause"

Languages: French, Arabic, Darija, English, Learning Spanish.

VOLUNTEER WORK

Alliance for International Women's Rights

Mentor

Jan. 2019 – Present

- Engaging in volunteer mentorship to support and empower young women in Afghanistan's university community.

I Am You, Non-Profit Organization

English Teacher

Mar. 2019 – Oct. 2019

Athens, Greece

- Volunteered as an English instructor, providing valuable language instruction to residents of the Ritsona Refugee Camp.

Federation of American Women's Clubs Overseas

Fundraising Coordinator

Apr. 2014 – Oct. 2018

- Initiated a philanthropic initiative in Mumbai in 2017, aiming to empower displaced women and girls in Jordan through a successful fundraising campaign.
- Assisted in organizing and coordinating fundraising campaigns and events, leveraging effective communication and teamwork skills to achieve successful outcomes.
- Acted as a representative and ambassador for FAWCO, effectively communicating its vision, values, and impact to diverse audiences.

INTERESTS

Interests: Expressive literature, culinary arts, painting, drawing, cats, harps, traveling, interior design.



CITY OF AURORA

Council Agenda Commentary

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

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 10/28/2024

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

Item requires a Public Hearing: Yes No

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

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

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The Aurora Youth Commission’s role is to advise City Council, the City Manager and the Director of the Department of Parks, Recreation & Open Space regarding the interests of youth in Aurora. The Commission’s mission is to better the well-being of Aurora’s youth through representation, service and action.

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

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

The Aurora Youth Commission currently has seven (7) youth member vacancies and two (2) adult member vacancies. The Commission received two (2) applications and an interview was conducted on September 16, 2024 for the youth vacancies.

Among the applicants were:

Jasmine Jama - Youth

Isabella Gonzalez - Youth

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

Jasmine Jama (youth)– 1st term beginning 8/1/2024 and ending on 7/31/2026

Isabella Gonzalez (youth) – 2nd term beginning 8/1/2024 and ending on 7/31/2026

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to support the appointment of Jasmine Jama and the reappointment of Isabella Gonzalez to the Aurora Youth Commission?

LEGAL COMMENTS

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



To: Mayor Coffman and Members of City Council

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

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

Date: September 10, 2024

Subject: New Appointment to the Aurora Youth Commission

Board or Commission Name: Aurora Youth Commission

Number of Vacancies: 7 youth, 2 adults, 2 pending appointments

Interview Information

Reappointing

Applicant Names: Isabella Gonzalez

Applicants Interviewed: 1 youth

Recommendation

Suggested Appointment: Reappointment of Isabella Gonzalez for another term.

The Aurora Youth Commission strongly supports the appointment of Isabella Gonzalez as a reappointed member on the Aurora Youth Commission.



To: Mayor Coffman and Members of City Council

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

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

Date: September 16, 2024

Subject: New Appointment to the Aurora Youth Commission

Board or Commission Name: Aurora Youth Commission

Number of Vacancies: 7 youth, 2 adults, 2 pending appointments

Interview Information

Reappointing

Applicant Names: Jasmine Jama

Applicants Interviewed: 1 youth

Recommendation

I would recommend Jasmine to be part of the youth commission. Her history with volunteering and passion for making a difference in her community would be a great addition to the Commission. She strives to bring people together, to break away from their screens and participate in their communities.

Aurora Youth Commission

Applicant Package - Ward To Be Determined

Aurora Youth Commission - Ward To Be Determined

Term 01 Aug 2024 - 31 Jul 2026

Positions Available 9

Number of applicants in this package 1

- Gonzalez, Isabella

Received: 09/03/2024

Ward II Student & Aurora Resident

Arapahoe County

Vetted: 09/23/24

Marcus Bond

Name: Gonzalez, Isabella

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Youth Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

N/A

How long have you lived in Aurora?:

16

Are you registered to vote?:

No

Years of Education Completed:

17

Degree(s) Received:

N/A

College(s) Attended:

N/A

Employer Name:

Aurora Park and Recreation

Employer Address:

Murphy Creek

Current Position:

Lifeguard

Years with Current Employer:

1 year

Work Experience:

2 years

Certification(s):

CPR Swim guard certified

How are you involved in your community?:

Serve on the Aurora Youth Commission as Student Vice Chair

List your interests and activities.:

I am very into music and sports. My job as a lifeguard also takes up a lot of my time, besides playing the piano.

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

Yes

If yes, enter the board name and position:

Aurora Youth Commission

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

Yes

Why do you desire this appointment?:

I want to give back to my community especially through volunteering and gain leadership skill.

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

2 Hours

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

No

If yes, please explain:

n/a

Reference 1: Full Name, Phone Number and Address:

Maria Manriquez [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Jannetta Brooks [REDACTED]

Reference 3: Full Name, Phone Number and Address:

n/a

How did you hear about us?:

Other

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

Isabella Gonzalez

Time of Submission: 09/23/24 4:53:47 PM

Aurora Youth Commission

Applicant Package - Ward To Be Determined

Aurora Youth Commission - Ward To Be Determined

Term 01 Aug 2024 - 31 Jul 2026

Positions Available 9

Number of applicants in this package 1

- Jama, Jasmine

Received: 09/01/2024

Ward V Student

Arapahoe County

Vetted: 09/03/2024



Name: Jama, Jasmine

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Youth Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

6 years

Are you registered to vote?:

No

Years of Education Completed:

Currently in High School

Degree(s) Received:

N/A

College(s) Attended:

N/A

Employer Name:

[REDACTED]

Employer Address:

[REDACTED]

Current Position:

[REDACTED]

Years with Current Employer:

<1

Work Experience:

[REDACTED]

Certification(s):

N/A

How are you involved in your community?:

I'm actively involved in my community in a few different ways. I run a peer tutoring program at Laredo Middle School to help students build a solid foundation in math. I also volunteer at the [REDACTED] and help out at local food banks, making sure families have what they need. On top of that, I organize monthly clean-ups around my school to keep our environment looking its best. I love finding ways to make a difference, no matter how small, and encourage others to join in too.

List your interests and activities.:

HOSA President Model U.N + Speech and Debate Tennis

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

Yes

If yes, enter the board name and position:

Principal Committee for my school!

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

No

Why do you desire this appointment?:

N/A

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

4+ hours each week

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

No

If yes, please explain:

n/a

Reference 1: Full Name, Phone Number and Address:

[REDACTED]

Reference 2: Full Name, Phone Number and Address:

[REDACTED]

Reference 3: Full Name, Phone Number and Address:

[REDACTED]

How did you hear about us?:

Other

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

Jasmine Jama

Time of Submission: 08/31/24 10:18:00 AM



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint Two (2) Members to the Library Board
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.3--Aggressively pursue primary job attraction, retention and expansion

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 10/28/2024

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

Item requires a Public Hearing: Yes No

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

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

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The Library Board shall have the power to recommend to the city council such rules and regulations as it shall deem necessary to govern and prescribe the use of the public library and its facilities by the public, and the violation of any such rules and regulations shall be deemed a violation of this Code.

The Library Board consists of seven (7) members appointed by city council. The term length is three (3) years and members may serve up to two (2) terms. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The Library Board currently has two (2) vacancies. The Board received two (2) applications and interviews were conducted on August 2, 2024 and September 11, 2024.

Among the applicants were:

Jarett Hughes

Megan Kulas

Upon conducting interviews, the Library Board respectfully recommends the appointment of the following candidates:

Jarett Hughes – complete stub term beginning 6/16/2022 and ending on 6/15/2025

Megan Kulas – 1st term beginning 6/16/2024 and ending on 6/15/2027

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to appoint Jarett Hughes and Megan Kulas to the Library Board?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1). The library board shall consist of seven members, none of which shall serve more than two consecutive terms. The library board shall have the power to recommend to the City Council rules and regulations that it deems necessary to govern and prescribe the use of the public library and its facilities by the public. (Aurora, Colo. Code § 2-297) (TJoyce)



MEMORANDUM

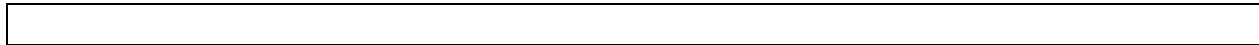
TO: Mayor Coffman and Members of City Council

FROM: Patrick Waggoner, Board Chair, Library Board of Trustees

THROUGH: Marcus Bond, City Clerk Analyst
Ginger White Brunetti, Library and Cultural Services Department,
Director

DATE: September 24, 2024

SUBJECT: New Appointment to the Library Board



The Aurora Library Board consists of seven (7) voting members appointed by the Aurora City Council. Two (2) vacancies currently exist.

Summary

Jarett Hughes submitted an application to the Library Board on July 26, 2024, and he was interviewed on August 2, 2024.

Mr. Hughes has a BA in Sociology, a BA in Political Science and an MA in Gerontology. He is currently employed by the State of Colorado as the Deputy Policy Director for the Governor’s Office. He states that local and community engagement is an important aspect of each individuals’ civic duty, and he would like to support the local libraries in his community.

Mr. Hughes is familiar with boards as he currently serves on the Health Policy Advisory Board of the National Governor’s Association.

The Library Board strongly supports the appointment of Jarett Hughes as a Member on the Aurora Library Board.



MEMORANDUM

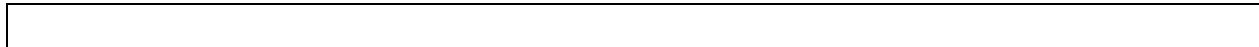
TO: Mayor Coffman and Members of City Council

FROM: Patrick Waggoner, Board Chair, Library Board of Trustees

THROUGH: Marcus Bond, City Clerk Analyst
Ginger White Brunetti, Library and Cultural Services Department,
Director

DATE: September 24, 2024

SUBJECT: New Appointment to the Library Board



The Aurora Library Board consists of seven (7) voting members appointed by the Aurora City Council. Two (2) vacancies currently exist.

Summary

Megan Kulas submitted an application to the Library Board on August 4, 2024, and she was interviewed on September 11, 2024.

Ms. Kulas has a Master of Aeronautical Science and a Bachelor of Aeronautics. She is retired but spent her career in the Navy and as an Air Traffic Controller. She is seeking appointment for the opportunity to help defend the libraries against threats.

The Library Board strongly supports the appointment of Megan Kulas as a Member on the Aurora Library Board.

Library Board
Applicant Package - At Large

Library Board - At Large

Term 16 Jun 2022 - 15 Jun 2025

Positions Available 2

Number of applicants in this package 1

- Hughes, Jarett

Received: 7/26/2024

IV Ward Resident & Registered Voter

Arapahoe County

Vetted on: 7/30/2024

Marcus Bond

Name: Hughes, Jarett

Address: [REDACTED]

Email: [REDACTED]

Board Name: Library Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

3 years

Are you registered to vote?:

Yes

Years of Education Completed:

16

Degree(s) Received:

BA Sociology, BA Political Science, MA Gerontology

College(s) Attended:

Appalachian State University, University of Northern Colorado

Employer Name:

State of Colorado

Employer Address:

[REDACTED]

Current Position:

Deputy Policy Director, Governor's Office

Years with Current Employer:

3.5

Work Experience:

Project Administrator, Strategic Action Planning Group on Aging Senior Policy Advisor, Governor's Office Deputy Policy Director, Governor's Office

Certification(s):

n/a

How are you involved in your community?:

Beyond the community and state-focused work I do, I don't have much extracurricular engagement at the local or community-level. This is why I am interested in serving on the library board and becoming more active locally in Aurora.

List your interests and activities.:

Advocacy/politics, community action and organizing, music/arts, food, health/wellness

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

Yes

If yes, enter the board name and position:

National Governor's Association, Health Policy Advisory Board

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

No

Why do you desire this appointment?:

I believe that local and community engagement is an important aspect of each individuals civic duty. Libraries are one of the most classic and fundamental "third spaces" we have in our communities. They have always served as important touchpoints for community members across the lifespan - for children, adults, and older adults. Through my work, I often organized community meetings/listening sessions at libraries across the state - they are a tremendous resource to our communities and I want to support these institutions in my community.

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

5-8 hours

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

No

If yes, please explain:

n/a

Reference 1: Full Name, Phone Number and Address:

Jodi Waterhouse, Director, Multidisciplinary Center for Aging, CU-Anschutz, [REDACTED]
[REDACTED]

Reference 2: Full Name, Phone Number and Address:

Rich Mauro, Director of Policy and Legislative Affairs, Denver Regional Council of Governments, [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Nikki Patel, Director of Boards and Commissions, Governor's Office, [REDACTED]

How did you hear about us?:

Word of Mouth

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

Jarett Buchanan Hughes

Time of Submission: 07/26/24 6:57:00 PM

Attachments

- JH Resume 5.18.24.docx.pdf

Jarett Hughes



Summary

My policy work and faculty role are representative of a robust and unique skill set highlighted by dedication, accountability, and attention to detail. Beginning my time with the Governor’s Office as the Senior Policy Advisor on Aging in November 2020 and moving into a leadership position as the Deputy Policy Director in January of 2023 has provided me the opportunity to utilize my subject matter expertise, organizational skills, and valuable relationships across Colorado’s public policy space, while also building upon my core competencies in order to advance the Governor’s agenda and manage stakeholder priorities. As a leader on the Governor’s policy team, I have become a trusted, respected, and helpful team leader to my Governor’s Office and state agency colleagues. Over my career, I have proven to be an indispensable resource within a variety of organizations.

Education

Master’s Degree in Gerontology University of Northern Colorado May 2018

Courses: Intervention Strategies for Older Adults, Social Policies on Aging, Graduate Research Methods, Psychosocial Aspects of Aging, Policy and Advocacy in Community Health, Community Resources for Older Adults, Research Application and Grant Development

Bachelor’s Degree in Political Science Appalachian State University May 2009

Bachelor’s Degree in Sociology Appalachian State University May 2009

Awards: Alpha Kappa Delta, Sociology International Honor’s Society

Professional and Volunteer Experience

Deputy Director of Policy and Research, Governor’s Office January 2023 - Current

In addition to leading on population health and aging work, lead coordination for the Governor’s policy team across legislative, budget, operations, and communications teams. Ensuring proper processes and collaboration is fundamental to overall success and achieving the Governor’s bold priorities. Portfolio areas range from elections and transparency issues to child welfare and behavioral health to internal state operations and administration.

Health Policy Board, National Governors Association January 2024 - Current

Provide strategic guidance to the National Governors Association Center for Best Practices on developing priorities that informs overall programming and direction for the Center’s work. Additionally, collaborate quarterly with private and nonprofit sector partners to explore partnership opportunities within states and across regions.

Senior Policy Advisor on Aging, Governor's Office

November 2020- January 2023

Responsible for overseeing the implementation of the Strategic Action Plan on Aging and advancing strategies through an evidence-based demographic lens that support individuals and families across the lifespan with a specific focus on workforce development, health equity, and reducing health care costs for Coloradans. Maintained and established critical relationships across state, regional, and local leaders necessary to implement state agency and Governor priorities. Played an integral role in vaccine rollout for older Coloradans and Coloradans with disabilities and supported policy development for key American Rescue Plan investment priorities, including affordable housing, homelessness, behavioral health, and healthcare workforce development.

Adjunct Faculty and Advisory Board, Gerontology, Colorado Mesa University January 2019- Current

Courses: Hospice Care (Spring 2019), Ethics and Aging (Spring 2019, Spring 2020), Supporting End-of-Life (Fall 2019), Applied Policy and Legal Issues (Spring 2020)

Responsible for curriculum development and course instruction for students enrolled through Colorado Mesa University and Western Colorado Community College. Tasked with creating original course content and building appropriate website portals for effective online course instruction. Support the program advisory board with strategic planning and program review.

Project Administrator, Strategic Action Planning Group on Aging

March 2018- November 2020

Began work with the Strategic Action Planning Group on Aging (SAPGA) as an intern in August of 2017 and was hired in March of 2018 as the project administrator. Established and maintained working relationships with multiple state departments, all branches of state government, institutions of higher education, and community leaders. Successfully secured over \$150,000 in additional appropriations through the state budget process during FY's 18-20. Through close work with SAPGA Executive Committee and Governor's Office, I was responsible for various duties including: project administration and management, meeting planning and facilitation, fundraising, public and state government relations, research, and writing. Lead author of the 2020-2018 Strategic Action Plan on Aging Updates.

Graduate Assistant, University of Northern Colorado

January 2017- May 2018

Earned a competitive and paid position participating in a variety of work within the gerontology department. Served as teaching assistant for undergraduate course, Perspectives on Aging, for three semesters. Assisted advising professor with research on establishing an aging in place measure and an upcoming methodology textbook. Conducted research for the Office of Extend Campus and Graduate School regarding bundling of potential programs and recruitment to Gerontology program. Participated in research presentations for UNC Research Day and the Rocky Mountain Psychological Association on medical aid in dying, the Colorado End-of-Life Options Action, and end-of-life care, in general.

Intern, Seniors Matter and Aging 2.0

January 2018- May 2018

Participated in aging-related meetings regarding governance, public services/policy, technology, and innovations in caregiving and the aging network. Collaborated with organizations in the private and public sector to engage, advocate, and improve wellbeing for older adults. Research various Centers for Medicaid and Medicare pilot

programs, waivers, and demonstrations for potential implementation in Colorado. Assist in planning and coordinating Legislative Caucus on Aging events with a variety of aging-related stakeholders.

Intern, Sinergie Project

August 2017- December 2017

Paid contract through the State of Colorado where I assisted with administrative support, consulting, and research for the Strategic Action Planning Group on Aging. Participated and facilitated in the Planning Group's regional Conversations on Aging. Conducted fundraising/foundation research, as well as, comparative analysis of Area Agency on Aging 4-Year Plans. Contributing author and editor for *Conversations on Aging* report by the Planning Group.

Volunteer, Grace Pointe Continuing Care Senior Campus

January 2017- June 2017

Participated in outings and helped with various activities for older adults in an assisted-living and skilled-nursing setting. Engaged residents by leading discussion-based activities on perspectives of life and death and a discussion of their experiences with healthcare professionals.

Professional Accomplishments, Meetings, and Conferences

Awardee, Denver Business Journal 40 Under 40	March 2024
Organizer, National Governors Association Health Care Workforce Summit	August 2023
Presenter, National Governors Association, Next Generation of Healthcare Workforce California Summit for All Ages and Abilities	October 2022
Presenter, Future of Aging Conference	September 2022
National Governors Association Policy Summit	July 2022
Presenter, Colorado Municipal League Summer Conference	June 2022
Distinguished Service Award, Denver Regional Council of Governments	June 2022
Presenter, National Conference of State Legislatures Podcast	April 2022
Presenter, Colorado Counties Winter Conference	November 2021
Public Service Award, Colorado Center for Aging	November 2021
Lead Author, Lifelong Colorado State Plan	May 2021
Presenter, Vaccine Equity and Access, Centers for Disease Control and Prevention	April 2021
Young Professional in Aging Award, Colorado Gerontological Society	February 2021
Lead Author, 2020-2018 Strategic Action Plan on Aging Update	December 2020
AARP National Livable Communities Conference	November 2020
Presenter, Journalism Workshop on Health and Aging	November 2019
Coalition to Transform Advanced Care National Summit	October 2019
Organizer, Colorado Senior Property Tax Exemption Forum	October 2018
Presenter, Youth Journalism Day	August 2018
Presenter, Rocky Mountain Psychological Association	August 2018
Contributing Author and Facilitator, Conversations on Aging	April 2018
Voices of Rural Colorado Joint Legislative Conference	January 2018
Health Care and Consumerism, Kaiser Permanente	January 2018
Facilitator, Conversations on Aging, Strategic Action Planning Group on Aging	January 2018
	December 2017

Library Board
Applicant Package - At Large

Library Board - At Large

Term 16 Jun 2022 - 15 Jun 2025

Positions Available 2

Number of applicants in this package 1

- Kulas, Megan

Received: 08/04/2024

Ward VI Resident & Registered Voter

Arapahoe County

Vetted: 08/05/2024

Marcus Bond

Name: Kulas, Megan

Address: [REDACTED]

Email: [REDACTED]

Board Name: Library Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

N/A- Retired

How long have you lived in Aurora?:

2 Years

Are you registered to vote?:

Yes

Years of Education Completed:

18

Degree(s) Received:

Master of Aeronautical Science (2016); Bachelor of Aeronautics (2013)

College(s) Attended:

Embry-Riddle Aeronautical University

Employer Name:

Retired

Employer Address:

N/A

Current Position:

Retired

Years with Current Employer:

N/A

Work Experience:

Prior to receiving an early retirement, I spent my career as an air traffic controller. My early years in the Navy taught me the responsibility and organizational skills I still find myself relying on in my later adulthood. As a controller with the Federal Aviation Administration, quick thinking, multitasking, and flexibility made it possible to execute the safe and expeditious flow of traffic within the confines of specifically tailored airspace.

Certification(s):

Certified Professional Controller (CPC)

How are you involved in your community?:

I am a biweekly platelet donor at Children's Hospital Colorado, as well as a regular donor to Armed Services YMCA and Gateway Domestic Violence Services.

List your interests and activities.:

I am an animal lover, and no day is complete without a walk as demanded by my adopted Lab mix, Gypsy. I love to cook, and eat, and explore restaurants and new flavors. I enjoy yoga, cycling, and various other ways to move my admittedly aging body, and any reason to be outside in the sunshine in a good reason. Surely it goes without saying that I love to read- I have a stack of "to read" books that I may never get through! But it's a noble effort anyway.

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

There is too much willingness to accept ignorance in our culture today. There are too many threats of banning books for containing information people do not agree with or are unwilling to understand. There are candidates for elected office actually running on platforms of burning books, as if this is a desirable trait in a leader of a thoughtful society. The library (whether our literal local library or the greater metaphorical Library) is where the answers are, where the enlightenment is. I desire this appointment for the simple opportunity to help defend our library against the ever-louder threats and shouts of ignorance.

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

12-20 Hours

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Hannah Poertner [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Ashley Anderson [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Ann Brooks [REDACTED]

How did you hear about us?:

Word of Mouth

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

Megan Kulas

Time of Submission: 08/04/24 6:04:00 PM

Attachments

Megan L. Kulas

Objective

I am an adaptable, motivated, quick learner with a willingness to grow. I am eager to combine these traits with my many years of widely varied air traffic control experience, my background as a leader and mentor, and my highly specialized education, to move forward into the next phase of my career.

Work Experience

Air Traffic Control Specialist -Federal Aviation Administration (Retired)

Certified Professional Controller-In Training (ATCS, CPC-IT, AT-2152-LH)

Denver TRACON (D01), CO

June 2022-November 2023/Full-time (40 hrs/wk)

Supervisor: Keith Washington - [REDACTED]

Certified Professional Controller (ATCS, CPC, AT-2152-KH)

Honolulu Control Facility (HCF), HI

January 2014-June 2022/Full-time (40 hrs/wk)

Supervisor: Philip Elisara - [REDACTED]

- Controller in Charge: Oversaw day-to-day area operations, managed personnel resources, created and implemented daily staffing and training plans, and offered crew leadership as necessary, while communicating with and reporting to Operations Supervisors and Operations Managers.
- On-the-Job Training Instructor: Worked under the overall supervision of facility management to coordinate and provide on-the-job instruction to Developmental and CPC-IT personnel to a level that would enable them to carry out Air Traffic duties unassisted, in accordance with FAA regulations and standards; provided additional support and mentorship while guiding individuals through the ATC training process.
- Highly capable terminal ATCS: Performed the daily operational functions of an ATC Specialist, providing separation services, safety alerts, guidance, and support to a wide variety of fast-paced, complex IFR and VFR air traffic operations, including foreign, domestic, commercial, military, MEDEVAC, personal, tour, and training aircraft, within the confines of uniquely tailored airspace.
- Willing and able to put the mission first: Comfortably adjusted to scheduled and unexpected changes in weather conditions as well as runway, taxiway, equipment, and airspace availability; dual-certified and easily transitioned between Tower and TRACON operations.
- Provided guidance to student pilots in support of flight training, while seamlessly ensuring that the unique circumstance of training flights in heavily transited airspace was able to offer a safe and productive learning environment, in accordance with Federal Aviation Regulations.
- Bears expertise in military operations and special security operations including, but not limited to, practice and unplanned tactical operations and presidential/VIP movement.

- Recurrent Training Cadre: Knowledgeable of FAA-wide programs and familiar with the many integral components of the industry comprising the National Airspace System, briefed facility personnel on facility specific goals and objectives.

Air Traffic Control Specialist-United States Navy

Air Traffic Controller Petty Officer Second Class (AC2/E-5)
Divisional Training Lead/Tower Supervisor/Radar Final Controller
Naval Air Station Whidbey Island (NUW), WA
May 2006-May 2011/Full-time (40 hrs/wk)
Supervisor: ACCS (Ret.) Kenneth Thompson - (360) 929-0297

In addition to regular Tower and TRACON ATCS duties:

- Collaborated with command leadership to organize and execute a training plan, highlighting the importance of consistency in training opportunities and compatibility between instructors and trainees, for a division of 30 personnel over 11 control positions. This project was instrumental in accomplishing a divisional objective to increase controller certification, and resulted in over 100 position certifications.
- One of only four facility certified tower supervisors within the E-5 pay grade, exercising responsibilities equal to those generally assigned to senior ranking personnel and acting as a liaison between divisional and command level operations.
- Acted as a mentor to junior personnel, assisting in professional and personal development and future goal setting.

Education

Master of Aeronautical Science

Human Factors in Aviation Systems
Embry-Riddle Aeronautical University
2016

The foundation of the MAS degree is a heavy focus on National Airspace System operations, and the analysis, evaluation, and development of new methods, studies, approaches, and procedures. Coursework included case studies aimed toward improving operational efficiency and creating fictional materials, including procedures and publications, in support of recommended changes. Additional studies focused on the evaluation and investigation of NAS resources, procedures, and incidents, and developing the ability to provide recommendations to improve the overall functionality of the NAS. Personal interest studies included the health and safety implications of shift work, time zone changes, and crew rest minima on fatigue and human limitations in the ever-evolving world of commercial aviation.

Bachelor of Science - Aeronautics

Embry-Riddle Aeronautical University
2013



CITY OF AURORA

Council Agenda Commentary

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

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 10/28/2024

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

Item requires a Public Hearing: Yes No

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

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

Chad Argentar, Senior Project Manager, Planning & Business Services / Hans Hernandez, Sr. Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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.)*

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

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

The Havana BID Board currently has two vacancies. On September 12, 2024, the Board voted to recommend that the City Council appoint Mark Hammerbeck to the Board. Mr. Hammerbeck is the Owner and President of Herrada Printing of Colorado, a 15-year old business located at 1555 S. Havana Street. He is an active stakeholder in the BID and an Aurora resident. The Board recommendation letter with additional information about Mr. Hammerbeck and his elector form are attached.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

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

LEGAL COMMENTS

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

Havana Business Improvement District – On Havana Street
1555 S Havana Street, Suite F303, Aurora, CO 80017
www.OnHavanaStreet.com

September 12, 2024

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

RE: Havana BID Board Appointment – Mark Hammerbeck – Herrada Printing

Dear Mayor Coffman and City Council Members,

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

Mark Hammerbeck has been an active stakeholder and community partner of On Havana Street and the designated elector for Herrada Printing. He would love to be represented on the Board of Director for our special district. Mark has been an engaged Aurora community member for the city at-large and a champion of On Havana Street programming, marketing and advocacy. He not only owns a family-operated small business in Aurora at the Buckingham Village Shopping Center, but he and his family also live in the Village East neighborhood. He attends board meetings, training events, business roundtables, networking events, community crime forums and actively supports many of the stakeholders in the District through their printing and marketing needs.

Herrada Printing as a small business in Aurora is a very community minded stakeholder and would like their business to be represented on the HBID Board ([See the designation of elector form is attached](#)). We are requesting that the Aurora City Council consider appointing Mark Hammerbeck to the Havana BID board representing Herrada Printing of the Buckingham Village Shopping Center.

He is passionate about helping and advocating for small businesses and is a champion for many of our diverse business owners. He and his family are the go-to printing for the AANHPI, African and Hispanic communities along Havana. He loves our diverse corridor, proud Aurora resident and has already established strong relationships and partnerships with other stakeholders, businesses, community partners, Korea Town Aurora, restaurant associations, various consulates, and global chambers of commerce, and the Aurora Police Department in Aurora, Colorado.

The Havana BID Board of Directors are thrilled to have an active small business stakeholder like Herrada Printing represented on the board and would like to appoint Mark Hammerbeck to represent the region of the corridor near Florida and Havana. His appointment would be a small business and minor retail shopping center representation on the board.

At our September 12, 2024, Havana BID Board public meeting, the BID board voted unanimously to recommend that City Council appoint Mark Hammerbeck with Herrada Printing to the Havana BID Board. The Havana BID board worked

with its special district attorney, Spencer Fane, to ensure that Mark Hammerbeck is a registered voter in Colorado. Please email me at Chance@OnHavanaStreet.com call me at 720-788-8986 if you have any questions.

Sincerely,

Chance Horiuchi

Chance Horiuchi, Executive Director

Garrett Walls, E-5 Equities, Havana BID Board President

Yulissa Williams, US BANK, Havana BID Vice President

Matt Rauzi, Owner/Operator, Colorado's Pro Gym, Havana BID Director

Donovan Welsh, Vice President, Havana Auto Parts, Havana BID

Jennifer Dunn, Vice President, First Bank, Havana BID Director

Kerstin Hitchcock, Owner/Operator, Gary's Full-Service Auto Repair, Havana BID Director

Adriana Lara, Assets Protection Outreach Coordinator, Target – South Havana, Havana BID Director

DESIGNATION OF ELECTOR

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

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

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

Designating Entity (Business/Property Name):

: Herrada Printing of Colorado, INC

Designating Entity

By (signature): MM

Name: MARK HAMMERBECK

Title: OWNER / PRESIDENT

Property Address: 1555 S HAVANA ST UNIT 5 CO 80012

Effective as of: SEPT 2016

The address to be used for mailing a ballot to the Designated Person is:	<u>1560 S MACON ST</u> <u>AURORA, CO 80012</u>
The address where the Designated Person is registered to vote :	<u>1560 S MACON ST</u> <u>AURORA CO 80012</u>
Designated Person's Date of Birth : <u>02/05/1966</u> (for verification of qualified Colorado Voter Status)	Designated Person's Daytime Telephone Number: <u>303-437-1474</u>

(This designation is filed with the Secretary of the District. Only one such person may be designated by an owner or lessee regardless of the number of properties or lots owned by such owner or lessee. No elector shall be allowed to cast more than one vote even if the person is designated by more than one entity or even if the person is eligible as an individual and also as a designee.)

RESOLUTION NO. R2024-_____

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

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

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

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

WHEREAS, the District has recommended that Mr. Mark Hammerbeck fill the existing vacancy; and

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

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

Section 1. Mr. Mark Hammerbeck is hereby appointed to fill the existing vacancy on the Board of Directors of the Havana Business Improvement District.

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

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

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

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

RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

Hanosky Hernandez

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

HK



CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Park County for Design & Construction Services to offset Park County’s CR 53 alteration and improvements due to Wild Horse Reservoir (Resolution)

Item Initiator: John Clark, Principal Engineer, Aurora Water

Staff Source/Legal Source: Sarah Young, Assistant General Manager of Planning & Engineering, Aurora Water / Ian Best, Assistant City Attorney

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 10/28/2024

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

Item requires a Public Hearing: Yes No

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

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

Sarah Young, Assistant General Manager of Planning & 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: 9/18/2024

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

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

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

On September 18, 2024 the Water Policy Committee supported moving an Intergovernmental Agreement by and between the City of Aurora, acting by and through its Utility Enterprise, and Park County, Colorado regarding Wild Horse Reservoir and County Road 53 Improvements forward to Study Session.

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

Park County Road 53 (CR 53) is the main county road to access the Wild Horse Project. Aurora Water (AW) has used this road for the last 8 years moving heavy equipment into and out of the Wild Horse site. In addition, AW and consultants have used this daily for access.

In the spring of 2024, Park County received several large snowstorms which greatly impacted county roads, including County Road 53. County Road 53 was nearly impassable for about a month due to its condition, and drainage problems associated with the road.

During the summer "monsoon" rainstorms, CR 53 also becomes very muddy which impacts travel on the road. CR 53 is vital for the Wild Horse project, and as we move from design to construction, access will become even more important.

Aurora Water is proposing a \$250k cost share to support improvements that will make CR53 passible in bad weather conditions. The improvements include drainage culverts, sub grade work, grading, roadbase and potentially magnesium chloride if funding allows. The total project cost is unknown at this time. However, all additional funds necessary for the work will be covered by Park County.

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 made available from the Capital Improvement Program, Water Fund in the amount of \$250,000.00.

Org 52396 (Wild Horse Reservoir) Account 64947 (IGA Payments) JLC 526416 (Wild Horse Reservoir)

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving an Intergovernmental Agreement by and between the City of Aurora, acting by and through its Utility Enterprise, and Park County, Colorado regarding Wild Horse Reservoir and County Road 53 Improvements forward to the next Council meeting?

LEGAL COMMENTS

The City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services. (Charter Section 10-12). (Best)

RESOLUTION NO. R2024- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND PARK COUNTY, COLORADO REGARDING WILD HORSE RESERVOIR AND COUNTY ROAD 53 IMPROVEMENTS

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise (“Aurora Water”) provides municipal water service to its residents and customers and Park County is a Colorado County established pursuant to the Constitution and states of Colorado; and

WHEREAS, Aurora Water is in the process of permitting and subsequently building an off channel reservoir located in Park County for use in its municipal system known as “Wild Horse Reservoir”; and

WHEREAS, heavy winter storms have damaged Park County access roads to the Wild Horse Reservoir site; and

WHEREAS, County Road 53, 6.8 miles south of the Hwy 9 intersection requires certain alterations and improvements to County Road 53 (“CR 53”) in order to continue geological exploration work in 2024; and

WHEREAS, Aurora Water has agreed to contribute design and construction services to Park County in an amount not to exceed two hundred and fifty thousand dollars (\$250,000) to offset Park County’s CR 53 alteration and improvement costs and assist in Wild Horse Reservoir site development through an intergovernmental agreement; and

WHEREAS, the work performed pursuant to the intergovernmental agreement will be beneficial to the health, safety, and welfare of the people of Aurora; and

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

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

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

Section 1. The Intergovernmental Agreement between the City of Aurora and the County of Park regarding Wild Horse Reservoir 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. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents as necessary to implement the intent of this resolution.

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

RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best RLA

IAN BEST, Assistant City Attorney

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE COUNTY OF PARK
AND
THE CITY OF AURORA ACTING BY AND
THROUGH ITS UTILITY ENTERPRISE
AURORA WATER**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement” or “IGA”) is made and entered into effective the “Effective Date” by and between the **COUNTY OF PARK**, State of Colorado, a political subdivision of the State of Colorado (the “County” or “Park County”) and the **CITY OF AURORA, COLORADO** a home rule municipal corporation of the Counties of Adams, Arapahoe, and Douglas acting by and through its Utility Enterprise, **AURORA WATER** (“Aurora Water”). The County and Aurora Water may be referred to herein, individually, as a “Party” or, together, as the “Parties.”

RECITALS

WHEREAS, Aurora Water is a public municipal utility that provides municipal water service in Aurora, Colorado (“City”); and

WHEREAS, Park County is a Colorado County established pursuant to the Constitution and statutes of Colorado; and

WHEREAS, Aurora Water is in the process of permitting and subsequently building an off channel reservoir located in Park County for use in its municipal system known as “Wild Horse Reservoir”; and

WHEREAS, heavy winter storms have damaged Park County access roads to the Wild Horse Reservoir

WHEREAS, County Road 53 6.8 miles south of the Hwy 9 intersection as noted within Exhibit A. Requires certain alterations and/or improvements to County Road 53 (“CR 53”) in order to do geological exploration work in 2024.

WHEREAS, Aurora Water intends to contribute to design and construction services to Park County in an amount not to exceed two hundred and fifty thousand dollars (\$250,000) to offset Park County’s CR 53 alteration and improvement costs.

NOW THEREFORE, for good consideration, including the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

The recitals set forth above are hereby incorporated into the covenants and agreements below as if explicitly set forth below.

1. Engineering and Construction Costs. Aurora Water shall contribute two hundred

and fifty thousand dollars (\$250,000) to CR 53 design and construction services.

2. IGA Authorized by Law. Both Aurora Water and Park County are authorized by Article XIV, Section 18(2) of the Colorado Constitution and C.R.S. sections 29-1-201, *et seq.*, 29-20-105, and 29-20-107 to enter into this IGA.

3. Indebtedness. No provision, covenant or agreement contained in this IGA, nor any obligations herein imposed upon the Parties shall constitute or create an indebtedness or debt of Aurora Water or Park County within the meaning of any Colorado constitutional provision or statutory limitation.

4. Sole Obligation of Aurora's Utility Enterprise. (a) This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora ("the City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City; (b) In the event of a default by Aurora Water (the City's Utility Enterprise) of any of its obligations under this Agreement, Park County shall have no recourse for any amounts owed to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of Aurora Water secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of Aurora Water or the City.

5. Assignment. Excepts as expressly provided herein, neither party may assign any of its rights or obligations under this IGA without the express written consent of the non-assigning Party.

6. Headings. The headings and captions in this IGA are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this IGA.

7. No Waiver. No waiver of any of the provisions of this IGA shall be deemed to constitute a waiver of any other provisions of this IGA, nor shall such waiver constitute a continuing wavier unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

8. Interpretation. Except as otherwise provided herein, nouns, pronouns, and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to policy, procedure, law, regulation, rule, or document shall mean such policy, procedure, law, regulation, rule, or document as it may be amended from time to time.

9. Binding Contract. This IGA shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties.

10. Time is of the Essence. The Parties acknowledge and agree that time is of the

essence in the performance of this IGA.

11. Breach and Enforcement. It is specifically understood that, by executing this IGA, each Party commits itself to perform pursuant to the terms and conditions contained herein and that the failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this IGA. The Parties agree that this IGA may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado.

12. Controlling Law and Venue. This IGA is made and performed in Colorado. The laws of the State of Colorado shall be applied in the interpretation, execution, and enforcement of this IGA (without reference to conflicts of laws). The Parties agree that the exclusive venue for any trial of any action arising out of any dispute hereunder shall be in the District Court in and for the County of Arapahoe, and if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

13. No Attorney's Fees or Costs. In the event of any litigation, mediation, arbitration, or other dispute resolution proceeding arising out of or related to this IGA, each Party agrees to be responsible for its own attorney's fees and other professional fees, costs, and expenses associated with such proceedings.

14. Force Majeure. Any Party shall be excused from performing its obligations under this IGA during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government (except the Parties); war or civil disorder; violence or threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government (except the Parties); or national fuel shortage, when satisfactory evidence of such cause is presented to the other Party, and provide further, that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the Party not performing.

15. No Partnership or Agency. Notwithstanding any language of this IGA or any representations or warranty to the contrary, neither Party shall be deemed or constitute a partner, joint venturer, or agent of the other Party. Any actions taken by the Parties pursuant to this IGA shall be deemed to be the actions of an independent contractor.

16. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other than the Parties shall be deemed to be only and incidental beneficiary under this IGA.

17. Reservation of Rights. The Parties have entered into this IGA by way of substantial discussion, compromise, and settlement. Except as expressly provided herein, the terms of this IGA (or construction or interpretation thereof) shall have no precedential, preclusive, or binding effect in any other matter and the Parties expressly reserve all rights with respect to any other matter not expressly governed by this IGA.

18. Governmental Immunity. Nothing in this IGA or in any actions taken by the Parties pursuant to this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, right, benefits, protections, or other provisions of the Colorado

Governmental Immunity Act, Section 2-10-101, *et seq.*, C.R.S., as from time to time may be amended.

19. Statutory Liability Protection. Either Party may rely on, and does not waive or intend to waive any liability protections or any other rights, immunities, or protections afforded by Colorado statutes or other law.

20. Press Releases. Neither Party shall issue any press release concerning this IGA (or the terms and conditions hereof) without the prior written consent of the other Party.

21. Notices. Any notices, payments, or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to a Party by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed; or, in lieu of such personal services, five (5) days after being deposited in the United States mail, first-class postage prepaid, return-receipt requested, addressed to the applicable address set forth below:

If to Aurora Water: Aurora Water
ATTN: General Manager
26791 E. Quincy Ave,
Aurora, CO 80016

With copies to:

City Attorney's Office
151151 E Alameda Parkway,
Suite 5300
Aurora, CO 80012

If to Park County: Attn: Park County Administrator
856 Castello Ave.
Fairplay, Colorado 80440

With copies to: County Attorney
Attn: Erin Smith
600 17th St. Suite 1250S
Denver, CO 80219

Any Party may change its address for the purpose of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph.

22. Amendment. This IGA may be amended, in whole or part, only by written amendment duly authorized and executed by both Parties with the same formality as this IGA.

23. Entire Agreement. This IGA represents the entire agreement of the Parties and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof, are merged in this IGA.

24. No Construction Against the Drafter. This Agreement was drafted with consultation of all Parties. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

25. Effective Date. This Agreement shall be effective upon the date of the Mayor of Aurora's signature, below.

26. Severability. The invalidity or unenforceability of any portion or previous version of this IGA shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this IGA and in such event the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent to the Parties in entering into this IGA. In the event that the Parties are unable to mutually agree upon such a provision, either may seek to terminate this IGA by invoking the Dispute Resolution procedures.

27. Counterpart Execution. This IGA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this IGA 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 IGA.

[Signature Pages follow.]

**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

8/29/2024

Date

24037057

ACS #

State of Colorado)
) ss
County of Arapahoe)

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

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

**THE COUNTY OF PARK
State of Colorado**

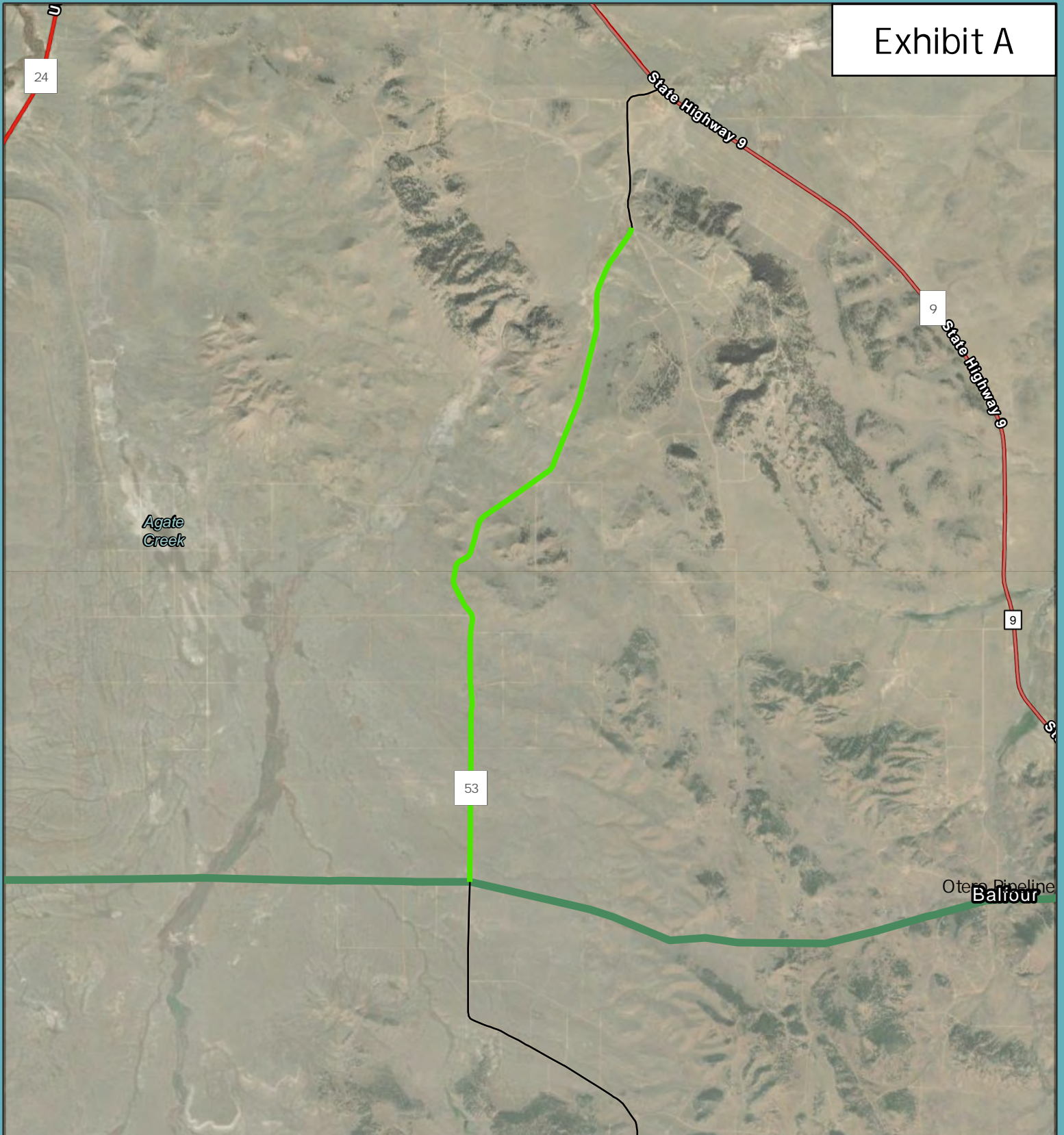
Commissioners

Park County Commissioner

County Commissioner

ATTEST:

Clerk & Recorder



CR 53 Agreement

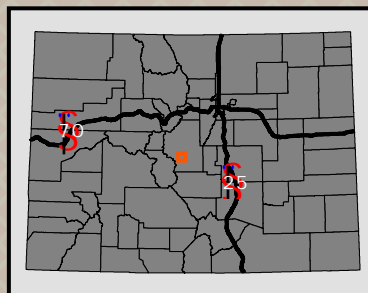
Aurora Water

26791 E Quincy Ave, Aurora, CO 80016 USA
www.auroragov.org | 303-579-2990
gwhitney@auroragov.org







Aurora is Worth Discovering! 

August 30, 2024



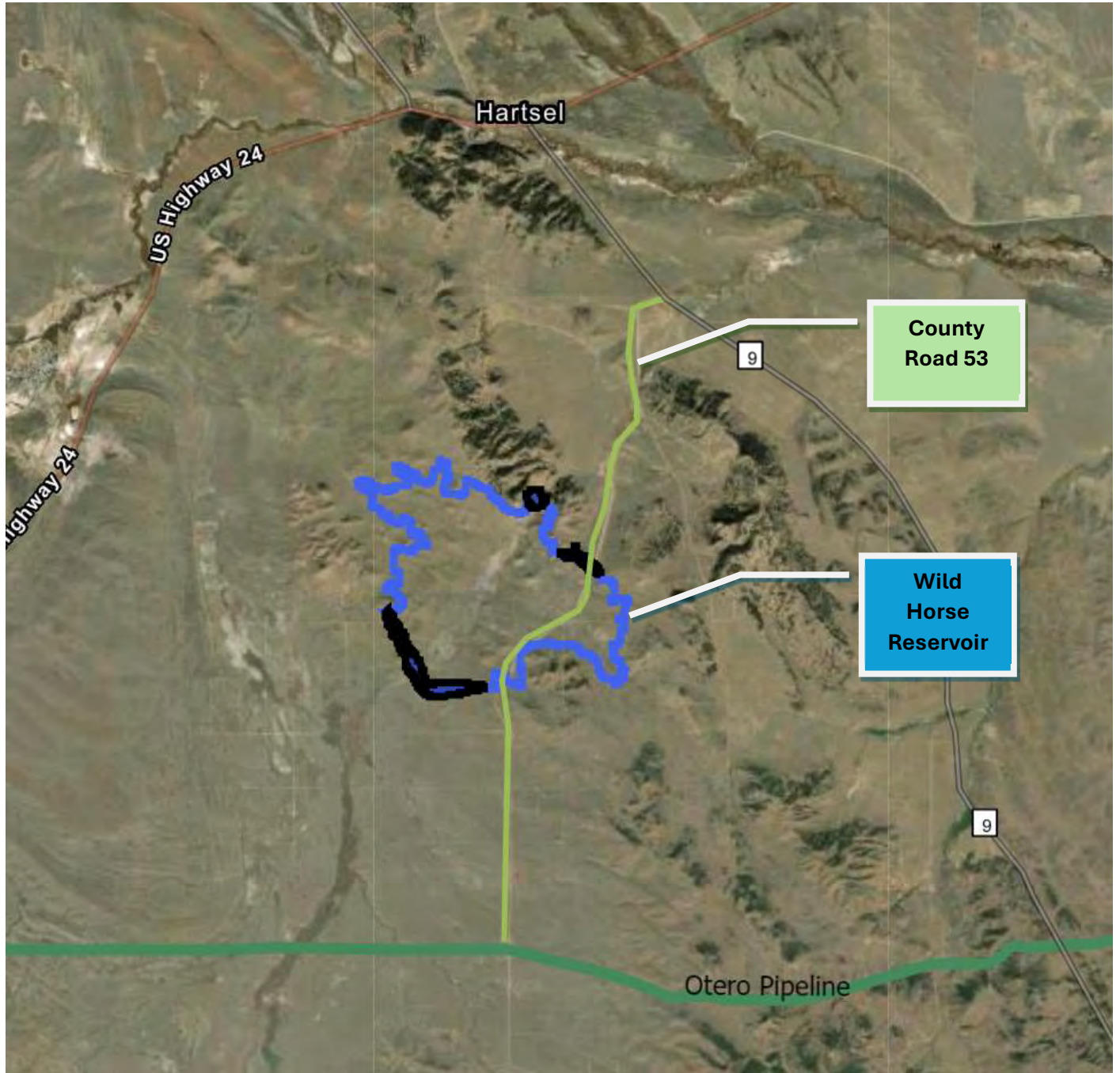
Legend

-  CR53 Area of Agreement
-  Highway
-  Major Road
-  Otero Pipeline

Miles  0 0.3 0.6 95 1.2

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.

Country Road 53 (Existing)





CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Denver Water Regarding the Strontia Springs Permanent Bypass Study (Resolution)

Item Initiator: Mathew Allsopp, Source of Supply Superintendent, Aurora Water

Staff Source/Legal Source: Mathew Allsopp, Source of Supply Superintendent, Aurora Water / Ian Best, Assistant City Attorney

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 10/28/2024

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

Item requires a Public Hearing: Yes No

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

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

Matthew Allsopp, Source of Supply Superintendent, 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: 9/18/2024

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

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

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

On October 10, 1979, an agreement was signed between the City of Aurora and the City and County of Denver regarding operations and maintenance of Strontia Springs Dam and Reservoir.

On October 11, 1983, an agreement was signed between the City of Aurora and the City and County of Denver regarding operations of Strontia Springs Dam and Reservoir named the Foothills Intergovernmental Agreement.

On March 12, 2008, the first amendment to the Foothills Intergovernmental Agreement was executed between the City of Aurora and the City and County of Denver regarding capital expenditures over \$100,000.00.

On February 27, 2017, the City Council approved a resolution supporting the Revised Foothills Intergovernmental Agreement between the City and County of Denver and the City of Aurora regarding operations of Strontia Springs Dam and Reservoir regarding and increase in capital expenditures from \$100,000.00 up to \$250,000.00 as item 10c.

On September 18, 2024, the Water Policy Committee supported moving an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the City and County of Denver regarding the Strontia Springs Permanent Bypass Project.

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

Strontia Springs Reservoir is owned and operated by the Denver Board of Water Commissioners (Denver Water). Under the Foothills Intergovernmental Agreement, Aurora Water holds 700 acre-feet of storage capacity in the reservoir. Aurora Water and Denver Water are operating partners in the Strontia Springs facility per the Foothills Intergovernmental Agreement under which Denver is responsible for 84.27% and Aurora 15.73% of the operating and maintenance (O&M) costs.

The Strontia Springs Permanent Bypass Study seeks to investigate and develop alternatives to bypass raw water around or through Strontia Springs Reservoir and deliver water to Denver Water and Aurora Water. The bypass could be utilized to mitigate water quality issues, mitigate a single point of failure, and allow for removal and management of sediment deposits in the reservoir. The study is intended to deliver high level alternatives and cost estimates, any further development or construction projects identified during the study would require amendment of this Intergovernmental Agreement (IGA).

The estimated total project cost as of the date of this IGA is \$300,000.00. The Board agrees to consult with the Aurora representative if the cost of any item detailed exceeds the estimate by ten percent (10%) or more, or if unforeseen conditions may require additional work and/or expenses reasonably expected to exceed the estimate by ten percent (10%) or more. The total obligation of Aurora under this IGA shall not exceed \$47,190.00 without further amendment.

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 from the Water Fund operating budget in the amount of \$47,190 (15.73% of the total project cost of \$300,000).

Org 52004 Account 63500

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the City and County of Denver regarding the Strontia Springs Permanent Bypass Project forward to the regular Council meeting?

LEGAL COMMENTS

The City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services. (Charter Section 10-12). (Best)

RESOLUTION NO. R2024- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS PERMANENT BYPASS PROJECT

WHEREAS, the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water") and the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") entered into the Foothills Agreement dated October 10, 1979, that addresses, among other things, the joint financial responsibility for the operation and maintenance of the Strontia Springs Reservoir ("Reservoir") and its associated infrastructure; and

WHEREAS, the Parties entered into Foothills Agreement No. 07804A dated October 11, 1983 and revised April 12, 2017 ("Foothills Agreement"), that addressed each Party's responsibility regarding the continued operation and maintenance of the Reservoir; and

WHEREAS, the Foothills Agreement describes the cost sharing by the Parties for Denver Water's maintenance of the Reservoir; and

WHEREAS, Denver Water is conducting an extended program of work that will be known as the Strontia Springs Permanent Bypass Study Project ("the Project") and has met with Aurora Water staff to familiarize them with the Project; and

WHEREAS, pursuant to the Foothills Agreement, the Parties have agreed that the magnitude of the anticipated cost of the Project warrants a separate Strontia Springs Permanent Bypass Study Project Intergovernmental Agreement to define the responsibilities of the Parties during the Project; and

WHEREAS, the financial contribution from Aurora Water pursuant to the Strontia Springs Permanent Bypass Study Project Intergovernmental Agreement shall not exceed \$47,190 without further amendment; and

WHEREAS, the Project is beneficial to the health, safety, and welfare of the residents of the City of Aurora; and

WHEREAS, Aurora Water is authorized, pursuant to Article XIV of the Colorado Constitution and C.R.S. 29-1-203, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government. Governments are specifically authorized by C.R.S. § 31-35-402(1)(h) to enter into agreements for planning, construction and operation of water facilities; and

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

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

Section 1. The Strontia Springs Permanent Bypass Study Project Intergovernmental Agreement between Aurora Water and Denver Water 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. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents as necessary to implement the intent of this Resolution.

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

RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best RLA

IAN BEST, Assistant City Attorney

**Intergovernmental Agreement regarding the
Strontia Springs Permanent Bypass Study**

This Intergovernmental Agreement ("IGA") is entered into this _____ day of _____, 2024, between the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners ("Board") and the City of Aurora, Colorado a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas acting by and through its Utility Enterprise ("Aurora").

Recitals

WHEREAS, the Board and Aurora("Parties") entered into the Foothills Agreement dated October 10, 1979, that addresses, among other things, the joint financial responsibility for the operation and maintenance of the Strontia Springs Reservoir ("Reservoir") and its associated infrastructure; and

WHEREAS, the Parties entered into Foothills Agreement No. 07804A dated October 11, 1983 and revised April 12, 2017 ("Foothills Agreement"), that addressed each Party's responsibility regarding the continued operation and maintenance of the Reservoir, and

WHEREAS, the Foothills Agreement describes the cost sharing by the Parties for the Board's maintenance of the Reservoir; and

WHEREAS, the Board is preparing to enter into an extended program of work that will be known as the Strontia Springs Permanent Bypass Study, referred to as "the Project", and has met and conversed with Aurora staff to familiarize them with the Project; and

WHEREAS, the magnitude of the anticipated cost of the Project warrants a separate agreement to define the responsibilities of the Parties during the Project per the Foothills Agreement; and

WHEREAS Colorado law, C.R.S. § 29-1-201 et seq., authorizes and encourages local governments to contract with one another to provide any function, service, or facility, including the sharing of costs. Governments are specifically authorized by C.R.S. § 31-35-402(1)(h) to enter into agreements for planning, construction and operation of water facilities. The Parties to this IGA are political subdivisions of the State of Colorado, and each is authorized to acquire water rights and infrastructure and to operate and maintain water facilities. Additionally, on February 12, 2020, the Board authorized its CEO/ Manager to enter into this cost sharing IGA with Aurora on behalf of the Board.

NOW THEREFORE, Aurora and the Board agree as follows.

Article I

1.1 The Project. The Project seeks to investigate and develop alternatives to bypass raw water around or through Strontia Springs reservoir and deliver water to Denver Water and Aurora Water treatment plants. The bypass could be utilized to mitigate water quality issues, mitigate a single point of failure, and allow for removal and management of sediment deposits in the reservoir. The study is intended to deliver high level alternatives and cost estimates, any further development or construction projects identified during the study would require amendment of this IGA.

1.2 Project Cost. The estimated total Project cost as of the date of this IGA is \$300,000. The Board agrees to consult with the Aurora representative if the cost of any item detailed exceeds the estimate by ten percent (10%) or more, or if unforeseen conditions may require additional work and/or expenses reasonably expected to exceed the estimate by ten percent (10%) or more. The total obligation of Aurora under this IGA shall not exceed \$47,190 without further amendment.

1.3 Allocation of Financial Responsibilities. The Board and Aurora agree that the general cost share allocation of 84.27% to Denver, and 15.73% to Aurora established in the Foothills Agreement shall be applied to the Project costs. The total obligation of Aurora under this IGA shall not exceed the amount established in the preceding paragraph without further amendment. In the event any portion of the Project relates primarily to the hydroelectric facilities, and therefore benefits the Board and not Aurora, a mutually agreed upon amount (to be determined once pricing information is available) will not be included in the calculation of Aurora's 15.73% cost share and will not be reimbursed by Aurora.

1.4 Board Responsibilities. The Board shall be responsible for the following obligations in connection with the Project:

(a) The Board shall contract for and manage the design and construction of all elements of the Project. Aurora shall be named as an additional insured on all insurance policies that the Board requires of the consultants and contractors it engages for the Project.

(b) The Board shall designate a person (Project Manager) responsible for the day-to-day management of the Project.

(c) The Board shall require that a detailed cost estimate for any changes or unforeseen expenses of the Project as described in Paragraph 1.2 be prepared by its contractors and shall provide such estimate to Aurora for review within seven (7) days of receipt from the contractor or as much time as otherwise reasonably possible.

(d) The Board shall require that any contractor engaged in work on the Project implement reasonable measures to protect Denver and Aurora water quality in the Reservoir.

(e) During the term of the Project the Board shall ensure that Aurora staff will have access to Aurora intake and diversion facilities in the Project area at all times.

(f) The Board shall provide Aurora copies of all Project documents including detailed accounting for all Project payments, schedule changes, and Project cost accounting.

(g) The Board shall invoice Aurora quarterly for reimbursement of Aurora's cost share portion of the Project. Such invoice shall be separate from any operations and maintenance cost share invoice of the Foothills Agreement and shall include reasonable documentation detailing the nature of the work performed or the materials provided including time and materials provided by the Board, and the amount billed and documenting the actual cost incurred by each Party.

1.5 Aurora Responsibilities. Aurora shall be responsible for the following obligations in connection with the Project:

(a) Aurora shall designate an individual ("Project Representative") to be responsible for

representing Aurora in coordinating the Project with the Board's Project Manager.

(b) Aurora shall fund a share of the contingency and design costs based on its proportional share (as set forth in this Agreement) of the estimated Project cost.

(c) Aurora shall reimburse the Board for all agreed-to amounts owed and invoiced through quarterly installment payments as described in the Foothills Agreement.

Article II

2.1 Denver Charter Provisions. This IGA is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. Insofar as applicable, the Charter Provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provisions otherwise contained in this IGA.

2.2 Aurora Charter Provisions. This IGA is made under authority of § 10-12 of the Charter of the City of Aurora, which grants Council authority, by resolution, to enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services.

2.2.1 Obligation of Aurora.

2.2.1.1 This Agreement shall never constitute a general obligation or other indebtedness of the City (the "City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

2.2.1.2 In the event of a default by City's Utility Enterprise of any of its obligations under this Agreement, Board shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water system and all debt service and reserve requirements of any bonds, notes or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

2.2.2 Non-Appropriation. The Parties acknowledge and understand that any financial obligations of Aurora payable after the current fiscal year are contingent upon funds for that purpose being budgeted and appropriated by the Aurora City Council. Accordingly, should the Aurora City Council exercise its right not to appropriate funds for any fiscal year sufficient for the continued performance by Aurora of its obligations under this Agreement, this Agreement shall terminate at the close of the fiscal year for which funds were last appropriated without

penalty or recourse to Aurora.

2.3 No Assignment. No right or obligation hereunder shall be assigned by either party. Any such assignment shall be void.

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

2.5 Remedies. None of the remedies provided for under this IGA need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled.

2.6 No Exclusive Right. Nothing in this IGA shall be construed as a grant by either party of any exclusive right or privilege.

2.7 Term of IGA. This IGA shall remain in force until the completion of the Project, including payment of all obligations as described herein.

2.8 Notices. The Parties' representatives, to accept or give any request, approval, notice or the like provided for by this IGA shall be as follows. Where written notice is required, either mailed or faxed notices will be acceptable.

Robert Mahoney, Director of Engineering
Denver Water
1600 W. 12th Avenue
Denver, CO 80204-3412
Robert.Mahoney@denverwater.org

Marshall Brown, General Manager
City of Aurora, Aurora Water
26791 E. Quincy Ave.
Aurora, Colorado 80016
mbrown@auroragov.org

With copy to:
The City of Aurora
Attn: City Attorney
15151 E Alameda Parkway, Ste 5300
Aurora, CO 80012

2.9 Representatives.

The Board's Project Manager shall be:

Darren Brinker, Engineer
Denver Water
1600 W. 12th Avenue
Denver, CO 80204-3412
Darren.brinker@denverwater.org

Aurora's representative for coordination with the Board's Project Manager shall be:

Mathew Allsopp, Source of Supply Superintendent
City of Aurora, Aurora Water
26791 E. Quincy Ave.
Aurora, Colorado 80016
303-739-7990
mallsopp@auroragov.org

2.10 Integration. Aurora and the Board agree that this IGA shall be construed and enforced to supplement the Foothills Agreement for the purpose of completion of the Project. Any conflict between this IGA and the Foothills Agreement shall be controlled by the terms and conditions of this IGA. The provisions of the Foothills Agreement remain in full force and effect.

In witness whereof, Aurora and the Board have executed this Intergovernmental Agreement.

CITY AND COUNTY OF DENVER
ACTING BY AND THROUGH ITS
BOARD OF WATER COMMISSIONERS

Alan Salazar, CEO/ Manager

Date

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: _____
Timothy M. O'Brien, CPA
Auditor

Date

APPROVED

Director of Engineering (Signature)

Print Name

Date

APPROVED AS TO FORM

Office of General Counsel (Signature)

Print Name

Date

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

Michael Coffman, Mayor

Date

ATTEST:

Kadee Rodriguez, City Clerk

Date

APPROVED AS TO FORM FOR AURORA:

Ian J Best

Ian Best, Assistant City Attorney

9/03/2024

Date

24035387

ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, 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)

MINUTES

Regular Meeting – Aurora City Council
Monday, February 27, 2017

CALL TO ORDER – REGULAR MEETING

Mayor Hogan convened the regular meeting of City Council at 4:30 p.m.

ROLL CALL

PRESIDING:	Mayor Hogan
COUNCIL MEMBERS PRESENT:	Bergan, Berzins, Cleland, LeGare, Mounier, Peterson, Richardson, Roth
COUNCIL MEMBERS ABSENT:	Pierce
OFFICIALS PRESENT:	City Manager Noe, City Attorney Hyman, Assistant City Manager/City Clerk Napper
COUNCIL MEMBERS ARRIVING AFTER ROLL CALL:	Lawson

Assistant City Manager/City Clerk Janice Napper announced the proposed items for discussion at executive session.

CONSIDERATION TO RECESS FOR EXECUTIVE SESSION

Motion by Roth, second by Berzins, to recess for executive session.

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

Voting Nay: Richardson

Abstaining: Lawson

Per the City Attorney, 2/3 of the quorum present are necessary to recess for executive session, the executive session was recorded pursuant to the requirements of state law.

1. RECONVENE REGULAR MEETING OF FEBRUARY 27, 2017 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:	Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth
COUNCIL MEMBERS ABSENT:	Pierce
OFFICIALS PRESENT:	City Manager Noe, City Attorney Hyman, Assistant City Manager/City Clerk Napper

3. INVOCATION Deacon Michael Davis, Rising Star Missionary Baptist Church

4. PLEDGE OF ALLEGIANCE TO THE FLAG (all standing)

5. APPROVAL OF THE MINUTES OF THE MEETING OF FEBRUARY 6, 2017

Motion by Mounier, second by Roth, to approve the minutes of February 6, 2017 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, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Richardson, Roth

Abstained: Peterson

6. CEREMONY

None

7. PUBLIC INVITED TO BE HEARD (non-agenda related issues only)

Stephanie Puckett, Aurora, Colorado, discussed the recent death of her son, David, in the Olympic Park pond and questioned the purpose of the pond. She noted the pond was dangerous for the children in the neighborhood and those that attend the adjacent elementary school. She stated her **intent to pursue turning the pond into a children's splash pad.**

Mayor Hogan expressed condolences to Ms. Puckett on the loss of her son and stated Council Member Cleland had stated her intention to move forward with an amendment to the budget in that regard, noting Council would then consider it.

Council Member Cleland expressed appreciation to Ms. Puckett for her attendance and for speaking at the meeting.

Ian Hanson, Aurora, Colorado, discussed the recent net neutrality overturning with the new administration and setting up an internet company for the City to compete with Comcast and Qwest as a result.

Patricia Ferrero and Monica Martinez-Vargas, Aurora, Colorado, discussed environmental justice issues and multi-modal planning in the City.

8. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

9. CONSENT CALENDAR - 9a-g

General Business

- a. Consideration to AWARD A SOLE SOURCE CONTRACT to West Safety Solutions Corp. (formerly Intrado), Longmont, Colorado in the amount of \$151,800.00 for annual maintenance and support for the City's 911 answering system in the main and backup communication centers through February 8, 2018. STAFF SOURCE: Aleta Jeffress, Director, Information Technology

Motion by Richardson, second by Roth, to approve item 9a.

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

- b. Consideration to AWARD A SOLE SOURCE CONTRACT to Priority Dispatch, Salt Lake City, Utah in the amount of \$69,962.00 for annual maintenance on the Dispatch Control Software System for the City's 911 Answering System in the main and backup communication centers through February 2018. STAFF SOURCE: Aleta Jeffress, Director, Information Technology

◆ **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 Member Cleland expressed concerns regarding a recent situation where 911 went down and 911 dispatchers were transported to another facility, noting she was not satisfied with the answers she received regarding a backup generator.

Scott Newman, Public Safety Subject Matter Expert, Information Technology, stated the **Tallyn's Reach facility was protected by a generator and an uninterruptable power supply** which was interrupted and caused the problem during that situation. He stated it was inline and would be between the generator and public service from Xcel, noting it would prevent any single point of failure and would keep equipment up and running while the generator cranked up. He confirmed a single component failed inside the UPS that caused the outage.

Council Member Cleland expressed concerns that this situation would happen again.

Michelle Wolfe, Deputy City Manager, stated the power outage was related to the UPS box and not the software. She discussed the many levels of backup systems and processes in place for an outage.

Motion by Cleland, second by Mounier, to approve item 9b.

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

- c. Consideration to AWARD A SOLE SOURCE CONTRACT to Versaterm Systems, Scottsdale, Arizona in the amount of \$256,235.00 for annual renewal of software maintenance on the Police Information Management, Mobile Report Entry and Crime Analysis Systems through March 2018. STAFF SOURCE: Aleta Jeffress, Director, Information Technology

Council Member Bergan asked if Versaterm Systems was the only company that could provide this service.

Scott Newman, Public Safety Subject Matter Expert, Information Technology, answered affirmatively, noting the company developed the software as well.

Council Member Bergan asked staff to speak to the ability of Public Safety to put in parameters for the software to bring up crime statistics to provide weekly reports. Mr. Newman did so, stating there were several platforms in the City that could do so. Council Member Bergan asked if this was the software that the City's police used to input data. Mr. Newman answered affirmatively. Council Member Bergan asked if a detailed report of the **software's capability** with regard to the types of reports that could be compiled could be provided. Mr. Newman stated reports could be provided from many sources, noting it depended on what specific information was being requested. Council Member Bergan stated her interest in driving information to gather and analyze the information.

Mr. Newman agreed to provide a report in that regard for Council's review.

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

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

- d. Consideration to AWARD A SINGLE SOURCE CONTRACT to EnvisionWare Inc., Duluth, Georgia in the amount not-to-exceed \$175,861.70 to provide a Library Materials RFID

System for all Aurora Library locations. STAFF SOURCE: Patti Bateman, Director, Library & Cultural Services

- e. Consideration to award a SINGLE SOURCE CONTRACT to Dewberry Engineers, Inc., Denver, Colorado in the amount of \$382,081.00 for design engineering services associated with the Rampart Raw Water Delivery System Phase IV Improvements Project. STAFF SOURCE: Steve Fiori, Project Delivery Service Manager, Water

- f. Consideration to AWARD A SOLE SOURCE CONTRACT to Evoqua Water Technologies LLC, Sarasota, Florida in the amount not-to-exceed \$295,000.00 for the Akta Chlor 25 water treatment chemical (Sodium Chlorite) and related services through February 2018. STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water

Motion by Richardson, second by Roth, to approve items 9d – 9f.

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

- g. Consideration to EXTEND A COMPETITIVELY BID CONTRACT with Publication Printers Corporation, Denver, Colorado in the not-to-exceed amount of \$84,733.56 for printing and mail preparation of the Aurora Recreation Guide through November 30, 2017. STAFF SOURCE: Byron Fanning, Manager of Recreation Services, Parks, Recreation & Open Space

Council Member Peterson stated she would not support the item because it was a waste of resources to mail the guide out when it could be picked up by citizens at local locations.

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

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

Voting Nay: Peterson, Richardson

10. RESOLUTIONS

- ◆ a. R2017-07
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, to approve the Intergovernmental Agreement regarding construction and construction management of the Northglenn Ralston House. STAFF SOURCE: Michelle Wolfe, Deputy City Manager, General Management

Motion by Richardson, second by Roth, to approve item 10a.

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

- ◆ b. R2017-08
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, to approve the 2015-2019 memorandum of understanding regarding child protective services. STAFF SOURCE: Nancy Rodgers, Client Group Manager, City Attorney

Motion by LeGare, second by Roth, to approve item 10b.

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

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

- ◆ c. R2017-09
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Revised Foothills Intergovernmental Agreement between the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, and the City of Aurora, Colorado, acting by and through its Utility Enterprise regarding operations of Strontia Springs Dam and Reservoir. STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water

Motion by LeGare, second by Bergan, to approve item 10c.

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

11. PUBLIC HEARING WITHOUT RELATED ORDINANCE

- ◆ a. R2017-10
Public Hearing and CONSIDERATION TO APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the First Amendment to the Service Plan and First Amendment to the Intergovernmental Agreement for Cornerstar Metropolitan District and Authorizing the Execution of the First Amendment to the Intergovernmental Agreement between the City and the Cornerstar Metropolitan District. *(Staff requests a Waiver of Reconsideration)* STAFF SOURCE: Gary Sandel, Development Project Manager, General Management

Mayor Hogan opened the public hearing on the item.

Gary Sandel, Development Project Manager, General Management, provided a brief summary of the item, noting it related to an amendment to the agreement.

Mayor Hogan closed the public hearing on the item.

Motion by Roth, second by Berzins, to approve item 11a with a waiver of reconsideration.

Council Member Peterson stated she should not support the item because she did not support metro districts in general because she felt that people paying into a metro district were less likely to want to pay a tax increase to take care of City issues such as streets.

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

Voting Nay: Peterson

12. ORDINANCES FOR FINAL

- ◆ a. 2017-08
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Section 66-34 of the City Code related to the lawful possession and use of fireworks. STAFF SOURCE: Captain Siegfried Klein, Fire

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

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

- ◆ b. 2017-09
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Chapter 86 of the City Code related to the sale of fireworks. STAFF SOURCE: Captain Siegfried Klein, Fire

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

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

Council Member Roth pointed out these two ordinances went hand-in-hand and allowed the City of Aurora to mirror ordinances of adjacent municipalities and the State of Colorado, noting it did not allow the sale or use of any fireworks that left the ground or that exploded.

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

13. RECONSIDERATIONS AND CALL-UPS

None

14. GENERAL BUSINESS

- a. Consideration of the Appointment of one (1) person to the Citizens Advisory Committee on Housing and Community Development. STAFF SOURCE: Janice Napper, Assistant City Manager/City Clerk, General Management

Motion by Berzins, second by Lawson, to appoint Mark Hopkins to the Citizens Advisory Committee on Housing and Community Development.

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

- b. Consideration of the appointment of one (1) person to the Oil and Gas Advisory Committee. STAFF SOURCE: Janice Napper, Assistant City Manager/City Clerk, General Management

Motion by Peterson, second by Bergan, to appoint Philip Holmes to the Oil and Gas Advisory Committee.

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

- c. Consideration of the reappointment of one (1) member and the appointment of two (2) members to the Citizens Water Advisory Committee. STAFF SOURCE: Janice Napper, Assistant City Manager/City Clerk, General Management

Council Member Bergan nominated Tom Coker for appointment.

Council Member Berzins nominated Janet Marlowe for appointment.

Council Member LeGare nominated Tom Tobiassen for appointment and Alicia Gilley for reappointment.

Motion by LeGare, second by Bergan, to reappoint Alicia Gilley to the Citizens Water Advisory Committee.

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

Motion by Bergan, second by Roth, to appoint Tom Coker and Tom Tobiassen to the Citizens Water Advisory Committee.

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

15. REPORTS

a. Report by the Mayor

Mayor Hogan stated his attendance at the recent Front Range Airport Advisory committee meeting and reported on the latest happenings at the airport. He discussed his recent tour of the VA Hospital complex and provided an update on the Impact 64 group and issues related to a potential 2017 state ballot issue on transportation and its impact on Aurora and surrounding areas and entities.

Council Member Cleland asked when the discussion took place. Mayor Hogan stated the discussions have been ongoing for approximately four months. Council Member Cleland asked if some of the legislators were aware of these discussions. Mayor Hogan confirmed a few were aware.

b. Reports by the Council

Mayor Pro Tem Lawson announced the At-Large Ward meeting was scheduled for Thursday, **March 2, 2017 at the Tallyn's Reach library where homelessness would be discussed** and Jason Bachelor, Deputy City Manager, and the district PAR officer would be present.

Council Member Mounier asked everyone to visit the Stanley Marketplace.

Council Member Berzins announced the construction on Havana and Kentucky was complete and the gas station and convenience store were both open. She discussed her attendance at the recent Cameroon Forum where she learned about the human rights atrocities going on there. She encouraged everyone to attend their Council Ward meetings to learn more about what was going on in their neighborhood and announced the Ward III meeting was scheduled for Wednesday, March 8, 2017 **at Mimi's Café** at 6:00 p.m. where Dr. Zelda DeBoyes, Court Administrator, Aurora Courts, would be present to discuss jails, the sanctuary cities issue and the court system.

Council Member LeGare mentioned the RTD Aurora rail line, also known as the R rail line, that ran through Aurora was now open with eight new rail stations, noting it ran to Lone Tree and up to Peoria and also to downtown Denver from anywhere south of the Florida Station.

Council Member Roth discussed the upcoming Buskers, Brews and BBQ event scheduled for June 9 -10, 2017 on the Aurora Municipal Center Great Lawn.

Council Member Bergan discussed her attendance at the Cameroonian Community Forum and shared their call to action regarding the atrocities going on there. She announced the Ward VI Town Hall meeting was scheduled for Wednesday, March 22, 2017 at the Police and Fire Training Center at 6:00 p.m. where the Police and Fire Departments would provide a presentation.

Council Member Richardson asked if the sanctuary cities public meeting was scheduled for Monday, March 27, 2017. Mayor Hogan answered affirmatively. Council Member Richardson recommended the meeting be moved to Council Chambers rather than the Aurora Room, that instant Spanish translation be provided and public speakers be allowed to speak. Mayor Hogan agreed on the location change and to provide translation, noting the difficulty with taking testimony lay in the question of moving from a study session to a public meeting as it related to Council rules. He stated a change would require the majority of 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.**

Council Member Richardson expressed his hope that at least five council members would agree to allow public speakers because of the high emotions expressed on each side.

Council Member Cleland expressed concern that allowing public speaking would make the meeting go very late which would not allow the City Council to have a full discussion. She suggested testimony could be limited to an hour.

Mayor Hogan stated the issue would be reviewed and a determination made in that regard.

Council Member LeGare suggested the issue be brought back to study session rather than through email.

Mayor Hogan concurred.

16. PUBLIC INVITED TO BE HEARD

Ian Hanson, Aurora, Colorado, stated his support of permitting public testimony at the sanctuary city meeting because of the importance of the issue.

17. ADJOURNMENT

Mayor Hogan adjourned the regular meeting of City Council at 8:45 p.m.

STEPHEN D. HOGAN, Mayor

ATTEST:



CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Central Colorado Water Conservancy District for the Purchase of Brighton Ditch Company Stock (Resolution)
Item Initiator: Dawn Jewell, Water Resources Manager, Aurora Water
Staff Source/Legal Source: Dawn Jewell, Water Resources Manager, Aurora Water / Steve Cann, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.3--Pursue a water resource aquisition and delivery plan

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 10/28/2024

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

Item requires a Public Hearing: Yes No

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

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

Dawn Jewell, Water Resources Manager, Aurora Water / Steve Cann, 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: 9/18/2024

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

On September 18, 2024, the Water Policy Committee supported moving an Intergovernmental Agreement with Central Colorado Water Conservancy District for the purchase of Brighton Ditch Company Stock.

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

Aurora Water desires to purchase 0.1 share of The Brighton Ditch Company from Central Colorado Water Conservancy District (Central) through an intergovernmental agreement. Central has changed this water for augmentation purposes in water court change case 05CW79 and has a decreed consumptive use of 16.85 acre feet. Aurora water has negotiated a purchase price of \$589,750 along with the 18.9 acres of dry-up to be assigned from Central on the historically irrigated Farm. Aurora has historically delivered this water for Central's use through Aurora's Brighton Ditch augmentation stations and will continue to deliver this water through those same stations or other locations for Aurora's use upon completion of a new Water Court decree allowing that use.

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

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 Intergovernmental Agreement will be from the Capital Improvement Program, Water Fund in the amount of \$589,750.00

ORG: 52381 ACCT: 67300 JLC: 526653 Activity Code: 0810

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving an Intergovernmental Agreement with the Central Colorado Water Conservancy District for the purchase of Brighton Ditch Company Stock forward to the regular Council Meeting?

LEGAL COMMENTS

Aurora City Code Section 138-28 authorizes the City's Utility Enterprise 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. The City is authorized, pursuant to Article XIV of the Colorado Constitution and C.R.S. 29-1-203 to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government. Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services. (Cann)

RESOLUTION NO. R2024- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND CENTRAL COLORADO WATER CONSERVANCY DISTRICT AND GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT FOR PURCHASE OF BRIGHTON DITCH COMPANY STOCK

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise (“Aurora Water”) provides municipal water service to its residents and customers; and

WHEREAS, Seller is the owner of unencumbered marketable title to one-tenth (0.1) shares of stock in the Brighton Ditch Company (the “Ditch Company”), as represented by Share Certificate Number 215 (the “Subject Stock”), the water derived therefrom, and all beneficial rights, title, assets and interests represented by the Subject Stock (collectively with the Subject Stock, hereinafter referred to as the “Subject Water Rights”); and

WHEREAS, the use of the Subject Water Rights have been changed for pursuant to the Findings of Fact, Conclusions of Law, and Decree of the Water Court Case No. 05CW79 entered September 23, 2009 in District Court, Water Division No. 1 (“05CW79”); and

WHEREAS, the water derived from the Subject Water Rights had been used to irrigate that certain real property identified as the “Struck farm” in 05CW79 (the “Historically Irrigated Land”); and

WHEREAS, Seller represents that Seller is the current grantee of that certain Agreement from James P. Struck and Dorothy G. Struck dated February 24, 2000 and recorded with the Clerk and Recorder, Weld County, CO on April 21, 2000, effecting the removal of the Historically Irrigated Land from irrigation (the "Existing Dry-Up Covenant") and that Seller has the power and authority to assign the Existing Dry-Up Covenant to Buyer; and

WHEREAS, the purchase price for the Subject Stock, Subject Water Rights and Seller’s covenants and obligations hereunder is \$589,750 (five hundred eighty-nine thousand seven hundred fifty dollars); and

WHEREAS, the purchase pursuant to the Intergovernmental Agreement will be beneficial to the health, safety, and welfare of the people of Aurora; and

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

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

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

Section 1. The Intergovernmental Agreement between the City of Aurora and Central Colorado Water Conservancy District and Groundwater Management Subdistrict of the Central Colorado Water Conservancy District 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. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents as necessary to implement the intent of this Resolution.

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


RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

STEPHEN CANN, Assistant City Attorney

Intergovernmental Agreement for Purchase of Brighton Ditch Company Stock

This Intergovernmental Agreement for Purchase of Brighton Ditch Company Stock ("Contract") is entered into this 20th day of August, 2024, by and between CENTRAL COLORADO WATER CONSERVANCY DISTRICT and GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT whose principal place of business is located at 3209 West 28th Street, Greeley, Colorado (collectively, "Seller"), and the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas acting by and through its Utility Enterprise whose address is 26791 E Quincy Ave, Aurora Colorado 80016 ("Buyer"). Seller and Buyer shall be referred to herein as "Party", and collectively as "Parties".

18.

Recitals and Representations

WHEREAS, The Parties are authorized by Colorado law to cooperate and enter into intergovernmental agreements pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S § 29-1-203.

WHEREAS, Buyer owns and operates a municipal water supply system that provides water for inhabitants of the City of Aurora and by contract to certain areas outside the City of Aurora.

WHEREAS, the entities comprising Seller are both Water Conservancy Districts who provide water for beneficial use within Weld, Adams and Morgan Counties.

WHEREAS, Seller represents that it is the owner of unencumbered marketable title to one-tenth (0.1) shares of stock in the Brighton Ditch Company (the "Ditch Company"), as represented by Share Certificate Number 215 (the "Subject Stock"), the water derived therefrom, and all beneficial rights, title, assets and interests represented by the Subject Stock (collectively with the Subject Stock, hereinafter referred to as the "Subject Water Rights")

WHEREAS, the use of the Subject Water Rights have been changed for pursuant to the Findings of Fact, Conclusions of Law, and Decree of the Water Court Case No. 05CW79 entered September 23, 2009 in District Court, Water Division No. 1 ("05CW79")

WHEREAS, the water derived from the Subject Water Rights had been used to irrigate that certain real property identified as the "Struck farm" in 05CW79 (the "Historically Irrigated Land") as described and depicted on Exhibit A attached hereto.

WHEREAS, Seller represents that Seller is the current grantee of that certain Agreement from James P. Struck and Dorothy G. Struck dated February 24, 2000 and recorded with the Clerk and Recorder, Weld County, CO on April 21, 2000 effecting the removal of the Historically Irrigated Land from irrigation (the "Existing Dry-Up Covenant") and that Seller has the power and authority to assign the Existing Dry-Up Covenant to Buyer.

WHEREAS, Buyer is a Colorado municipal corporation, and as such has a need and necessity for the Subject Water Rights for the purposes of supplying water for municipal and other uses to the inhabitants of the City of Aurora, Colorado (the "City") and others; and

WHEREAS, Buyer is desirous of purchasing the Subject Water Rights upon the terms and conditions as hereinafter described.

NOW THEREFORE, in consideration of the foregoing recitals and representations and in consideration of the covenants, promises, payments and agreements herein set forth the adequacy, sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Sale and Purchase. Subject to the terms and conditions hereinafter provided, Seller hereby agrees to sell the Subject Water Rights and Seller's right title and interest in the Existing Dry-Up Covenant to Buyer.

2. Purchase Price. The "Purchase Price" for the Subject Stock, Subject Water Rights and Seller's covenants and obligations hereunder is \$589,750.00.

3. Title and Title Review.

3.1 The Parties agree that in order to consummate the transaction contemplated by this Contract, title to the Subject Water Rights must be unencumbered and marketable in Seller so the Subject Stock may be delivered free, clear and unencumbered in any way to Buyer and that Buyer's obligations under this Contract are specifically conditioned and contingent on Seller possessing such title prior to Closing. The Parties further agree that the party that executed the Dry-Up Covenant (as defined in Section 7 below) must have had sufficient right, title and interest in the Historically Irrigated Land as of the date of the Existing Dry-Up Covenant was recorded so as to be able to make the grants under the Existing Dry-Up Covenant subject only to those matters of title approved by Buyer in writing prior to Closing. Notwithstanding any other provisions of this Contract, if Seller does not have such free and unencumbered and marketable title in the Subject Stock or is unable to deliver a satisfactory Assignment of Dry-Up Covenant to Buyer as of the Closing Date (as defined in Section 5.1 below), Buyer may terminate this Contract, in which case all earnest money, partial payments and any other funds previously delivered to Seller, if any, by Buyer shall be immediately refunded to Buyer.

3.2 On or before the date that is five (5) days after the Effective Date (as defined in Section 39 below), Seller shall deliver to Buyer: (i) a complete copy of the certificate(s) for the Subject Stock (front and back); (ii) a copy of any and all leases or other possessory interests held by third parties in the Subject Water Rights, if any; and (iii) written consent in a form acceptable to Buyer from Seller consenting to Buyer's review of the Ditch Company records as relates to the ownership and status of the Subject Stock, if required. Buyer may, at its own expense, obtain a current title insurance commitment for an American Land Title Association easement holder's policy agreeing to insure good and marketable title in the easement interest created by the Existing Dry-Up Covenant or an owners and encumbrances report with respect to the property covered under the Existing Dry-Up Covenant. Buyer agrees it will be responsible for the costs of any evaluation of any materials necessary to determine the status of the Subject Stock and Historically Irrigated Land. Seller hereby further consents to Buyer's lawful actions in obtaining information

related to notes, mortgages, deeds of trust, encumbrances, liens, taxes or any other claims upon the Subject Water Rights and agrees to provide to Buyer such other documents as Buyer may reasonably request to prove Seller owns the Subject Stock and that Seller can deliver the same free and clear of all encumbrances at Closing.

3.3 If in Buyer's sole opinion, Seller's title to the Subject Stock is not unencumbered and merchantable or Seller is unable to deliver a valid Assignment of Dry-Up Covenant for the Historically Irrigated Land as provided for under this Contract, Buyer shall give notice thereof in writing to Seller on or before the day scheduled for Closing. Seller will then have ten (10) business days to correct the defects. If at the end of such ten (10) business day period, title is not rendered unencumbered and merchantable, in Buyer's sole good faith opinion, then Buyer shall have the right, in its sole discretion to either: (i) terminate this Contract; or (ii) proceed to Closing and waive such objections or defects in writing. Buyer shall make its election among the options described above on or before the fifth business day following the end of such ten (10) business day period. In the event that Buyer elects to proceed to Closing the date scheduled for the Closing shall be extended a reasonable number of days. No such defect or objection shall be deemed cured or waived unless Buyer so specifies in writing.

3.4 Buyer reserves the right to cause a licensed surveyor to prepare a metes and bounds description and/or depiction of the Historically Irrigated Land for use on the Assignment of Dry-Up Covenant. Any such description and depiction shall be subject to the limitations set forth in the form of Assignment of Dry-Up Covenant. Seller shall not be required to convey any more rights in and to the Historically Irrigated Land than those expressly conveyed to it by the Existing Dry Up Covenant.

4. Due Diligence Period. The due diligence period runs beginning on the Effective Date (as defined in Section 39 below), until the date that is sixty (60) days thereafter (the "Due Diligence Period"). During the Due Diligence Period, Buyer may terminate this Contract for any reason or no reason.

5. Closing.

5.1 Closing Date. The closing on this Contract (the "Closing") is scheduled to occur on the day that is thirty (30) days following the end of the Due Diligence Period or such other date as mutually agreed to by the Parties as the same may be extended as provided for in Section 3.3 (the "Closing Date") at the offices of Buyer or such other location as the Parties may mutually agree.

5.2 Closing Deliveries.

5.2.1 At Closing, Buyer shall deliver or cause to be delivered to the Closing: (1) the Purchase Price; (2) a settlement statement for the Closing; and (3) such affidavits, instruments, agreements or other documents as may reasonably be required to complete the transactions contemplated under this Contract.

5.2.2 On or before the Closing Date, Seller shall deliver to the Closing each of the following items:

- (a) The original certificate(s) for the Subject Stock;
- (b) A special warranty deed for the Subject Water Rights from Seller to Buyer with respect to the Subject Stock substantially in the form attached hereto as Exhibit C (the "Deed");
- (c) A share assignment for the Subject Stock from Seller to Buyer and, to the extent that title to the Subject Stock is held by a lender or other third party, an assignment from such third party either to Seller or Buyer, all in forms mutually agreed upon by the Parties and acceptable to the Ditch Company, which assignment shall include the appointment of an officer of the Ditch Company as attorney-in-fact with authority to change the ownership records of the Ditch Company with respect to the Subject Stock (the "Share Assignment");
- (d) An executed Assignment of Dry-Up Covenant as required under this Contract;
- (e) An estoppel or other documentation from the Ditch Company in forms acceptable to Buyer and approved during Buyer's Due Diligence Period certifying that: (A) all assessments due with respect to the Subject Stock are paid in full; (B) the Subject Stock is validly issued and outstanding in the name of Seller, notwithstanding the scrivener's error on the Subject Stock certificate identifying Seller as "CENTRAL COLORADO WATER CONSERVANCY DISTRICT & GROUND WATER MANAGEMENT DISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT"; (C) the Subject Stock Certificate is the direct successor to certificate number 214; and (D) the Ditch Company shall permit the transfer of the Subject Stock to Buyer;
- (f) Title Company's settlement statement for the Closing; and
- (g) Such affidavits, instruments, agreements or other documents as may reasonably be required to complete the transactions contemplated under this Contract.

5.2.3 Each Party shall further execute and deliver such documentation as may be reasonably requested by the other to effect the transactions contemplated under this Contract.

6. Ditch Assessments. Seller agrees to fully pay and continue to pay, or cause to be paid, any and all ditch assessments associated with and accruing to the Subject Stock through and

including the Closing Date. At Closing, Buyer agrees to assume any such future obligations for assessments incurred from and after the Closing Date.

7. Assignment of Dry-Up Covenant. Seller shall deliver to Buyer at Closing an Assignment Dry-Up Covenant substantially in the form attached hereto as Exhibit B which shall, at Buyer's election, include a depiction of the dry-up area as provided by Buyer (the "Assignment of Dry-Up Covenant").

8. Commissions. Seller will be solely responsible for any and all real estate or other commissions incurred in connection with the transactions contemplated under this Contract. Seller agrees to indemnify and hold Buyer harmless from the claims of any person or entity for real estate commissions, finder's fees, or any similar fees in connection with the transactions contemplated under this Contract.

9. Closing Costs/Escrow Charges. Buyer shall pay the transfer costs, if any, imposed by the Ditch Company with respect to the transfer of the Subject Stock and applicable recording costs.

10. Status and Authority of Seller. Seller hereby represents and warrants the following: (a) Seller has full power and authority to enter into this Contract and to carry out the transactions contemplated by this Contract, and (b) this Contract and its execution and delivery to Buyer will not result in a breach of, or constitute a default under, any indenture, loan or credit agreement, mortgage, deed of trust or other agreement to which Seller is a party or otherwise bound.

11. Additional Representations and Warranties of Seller. In addition to Seller's other representations and warranties contained in this Contract, Seller hereby represents, warrants, and agrees that as of the Effective Date, and on the date of Closing, except as may be caused or created by Buyer:

11.1 Seller affirms the representations including those contained in the Recitals and Representations to this Contract;

11.2 Seller is, or as of the Closing shall be, the sole owner of the unencumbered marketable title to the Subject Stock and the Subject Water Rights;

11.3 The certificate number of the Subject Stock is 215, the predecessor certificate number of the Subject Stock was 214 which is the share certificate referenced in the Existing Dry-Up Covenant.

11.4 There is no pending judicial, municipal or administrative proceedings with respect to, or in any manner affecting the Subject Water Rights or in which Seller is or will be a party, or to the best of Seller's knowledge threatened, which in any manner affects the Subject Water Rights;

11.5 The execution and delivery of this Contract and the performance of all obligations hereunder by Seller do not and will not require any consent or approval of any third party, and do not and will not result in a breach of, or constitute a default under, any indenture, loan or credit agreement, mortgage, deed of trust or other agreement; and

11.6 Seller has received no written notice of any violations of any law, code, ordinance, rule or regulation or insurance policy affecting the Subject Stock.

12. Seller's Covenants.

12.1 Seller shall provide information and records of water use concerning the Subject Water Rights during Seller's period of ownership to be used by Buyer in the change of water rights process in Water Court. Seller shall testify truthfully on behalf of Buyer without subpoena or payment of witness or expert witness fees at any deposition, motions hearing or trial involving the Subject Water Rights. Seller on behalf of itself, its officers, directors, employees, agents or any party controlling, controlled by or under common control with Seller agrees not to file a statement of opposition to any application filed by Buyer to change the Subject Water Rights or to any application to use the Subject Water rights as an augmentation source or source of exchange.

12.2 Between the Effective Date and the Closing Date, Seller shall promptly (but prior to the Closing) notify Buyer in writing of any fact, event, circumstance or action known to Seller (i) which, if known on the Effective Date, would have been required to be disclosed or (ii) the existence or occurrence of which would cause any of Seller's representations or warranties under this Contract not to be correct and complete. Buyer may elect, within three (3) business days after receipt of Seller's notice but prior to the Closing, to terminate this Contract by giving written notice to Seller.

13. Notices. All notices, requests, demands, or other communications (collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service that maintains delivery records requiring a signed receipt, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the Parties may designate by Notice in the above manner.

To Buyer: City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012-1555
Attn: City Attorney

with copy to City of Aurora
26791 E Quincy Ave
Aurora CO 80016
Attn: General Manager, Aurora Water

with copy to Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, CO 80202-4432
Attn: Andrew L. Meyers

To Seller: Central Colorado Water Conservancy District
3209 W 28th St.
Greeley, CO. 80634
Attn: District Engineer, William Mihelich, P.E.

Notices shall be effective (x) the next day following the date sent by an established express delivery service that maintains delivery records requiring a signed receipt, (y) upon receipt by the addressee of a hand delivery, or (z) three (3) days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.

14. Intentionally Omitted.

15. Amendment. This Contract may be modified, amended, changed or terminated in whole or in part only by written agreement duly authorized and executed by each of the Parties with the same formality as this Contract and restating this Contract, as so amended, in its entirety.

16. Waiver. Any waiver of any breach of any provision of this Contract by any Party shall not constitute a continuing waiver of any subsequent breach of said Party, for either breach of the same or any other provision of this Contract.

17. Entire Agreement. This Contract represents the entire agreement of the Parties and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants and warranties concerning the subject matter hereof, are merged in this Contract.

18. Headings for Convenience Only. Paragraph headings and titles contained herein are intended for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Contract.

19. Binding Effect and Assignability. This Contract and the rights and obligations created hereby shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, if any. Seller may not assign its rights or delegate its duties hereunder without the prior written consent of Buyer, which Buyer may withhold in its sole discretion. Any assignment of the Contract by Buyer shall be in writing duly authorized and executed by the Parties with the same formality as this Contract and restating this Contract, as so amended, in its entirety memorialized by a restatement of this Contract in its entirety. Buyer shall be entitled to assign its rights and obligations hereunder without the consent of Seller.

20. Governing Law and Venue. This Contract and its application shall be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Contract, the Parties agree that venue shall be in the District Court for Arapahoe County, Colorado.

21. Survival of Representations. Each and every representation, warranty, covenant, promise, and payment contained in this Contract shall not merge in any deed, assignment,

covenant, escrow agreement, easement, lease or any other document, but shall survive each nevertheless at the Closing, and be binding and obligatory upon each of the Parties.

22. Recording. At Closing, Buyer shall record all the Deed and Assignment of Dry-Up Covenant with the Weld County Clerk and Recorder's Office.

23. Multiple Originals. This Contract may be simultaneously executed in any number of counterparts, each of which shall be deemed an original, but all of which constitute the same agreement.

24. Definitions and Interpretations. Except as otherwise provided herein nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

25. No Construction Against Drafter. This Contract has been prepared by the combined efforts of Seller and Buyer and their respective legal counsel as Seller and Buyer so desired, accordingly the Parties agree there shall be no construction against the drafter of this Contract should any dispute arise.

26. Sole Obligation of Utility Enterprise.

26.1 This Contract shall never constitute a general obligation or other indebtedness of the City of Aurora (the "City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

26.2 In the event of a default by the City's Utility Enterprise of any of its obligations under this Contract, Seller shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Contract shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

27. Conveyance to City of Aurora. Seller hereby acknowledges and agrees that any deliveries required to be made to Buyer hereunder may, at Buyer's request, be modified to provide for delivery directly to and in the name of the City of Aurora, Colorado.

28. Specific Performance. Remedies available to both Parties regarding any action concerning this Contract will include, but not be limited to, the remedy of specific performance.

29. No Attorney's Fees and Costs. In the event of any litigation, mediation, arbitration or other dispute resolution proceedings arising out of or related to this Contract, each Party agrees to be responsible for its own attorney's fees and other professional fees, costs and expenses associated with any such proceedings.

30. Non-Severability; Effect of Invalidity. Each Section in this Contract is intertwined with the others and are not severable unless by mutual consent of Buyer and Seller or as provided for below. If any provision or portion of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable for any reason by a Court of competent jurisdiction, and the basis of the bargain between the Parties is not destroyed or rendered ineffective thereby, the remainder of this Contract, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

31. Intent of Contract. This Contract is intended to describe the rights and responsibilities of and between Buyer and Seller and are not intended to, and shall not be deemed to, confer rights upon any person or entities other than signatories hereto, or to limit, impair, or enlarge in any way the powers, regulatory authority and responsibilities of Buyer or any other governmental entity not a party hereto.

32. Non-Business Days. If any date for any action under this Contract is on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date shall be extended automatically until the next business day.

33. Further Assurances. Buyer and Seller will make, execute and deliver such documents and undertake such other and further acts in good faith as may be reasonably necessary to complete the transactions contemplated under this Contract.

34. Recitals and Exhibits. The recitals and exhibits attached hereto are hereby incorporated into this Contract.

35. Ratification by the City Council. The City Manager of the City of Aurora, or their designee, hereby approves this Contract pursuant to Chapter 2, Article III, Section 2-62(b) of the Code of Ordinances of the City of Aurora, subject to the ratification of the City Council of the City of Aurora ("City Council"). Buyer's obligations under this Contract are expressly contingent and conditioned on such ratification of this Contract by City Council by way of an ordinance or such other means as Buyer determines is necessary in accordance with the Aurora City Code, Charter, or applicable policies.

36. Authority of the City Attorney. By its ratification of this Contract as provided for in Section 35 above, City Council authorizes the City Attorney of the City of Aurora, without further action by City Council, to (i) make any such amendments or other modifications of this Contract as City Attorney may deem necessary for the purpose of extending deadlines provided for in this Contract or effecting non-substantive administrative modifications to this Contract; and (ii) exercise any elections of Buyer as provided for under this Contract; provided, however, that City Attorney may not make any such amendment or modification which is reasonably expected to increase the amount of the Purchase Price payable by Buyer hereunder.

37. Signatures. The parties agree that Buyer may execute this Contract 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.

38. Joint and Several Liability. The Seller consists of two entities and both such entities are jointly and severally liable for Seller's covenants, representations, warranties and other obligations under this Contract and requests or demands from any one person or entity comprising Seller shall be deemed to have been made of all such persons or entities.

39. Effective Date. The "Effective Date" shall be the date on which Seller executes this Contract.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year indicated below.

Buyer:

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:



Stephen Cann, Assistant City Attorney

03/09/24

Date

24033084

ACS#



Andrew L. Meyers, Special Water Counsel

9/3/2024

Date

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

Signature -1

Exhibit – A
Historically Irrigated Lands

18.9 acres located in the SE ¼ of the NW ¼ of Section 36, Township 1 North, Range 67W Weld County Colorado depicted and identified as the Struck Farm on the map below.

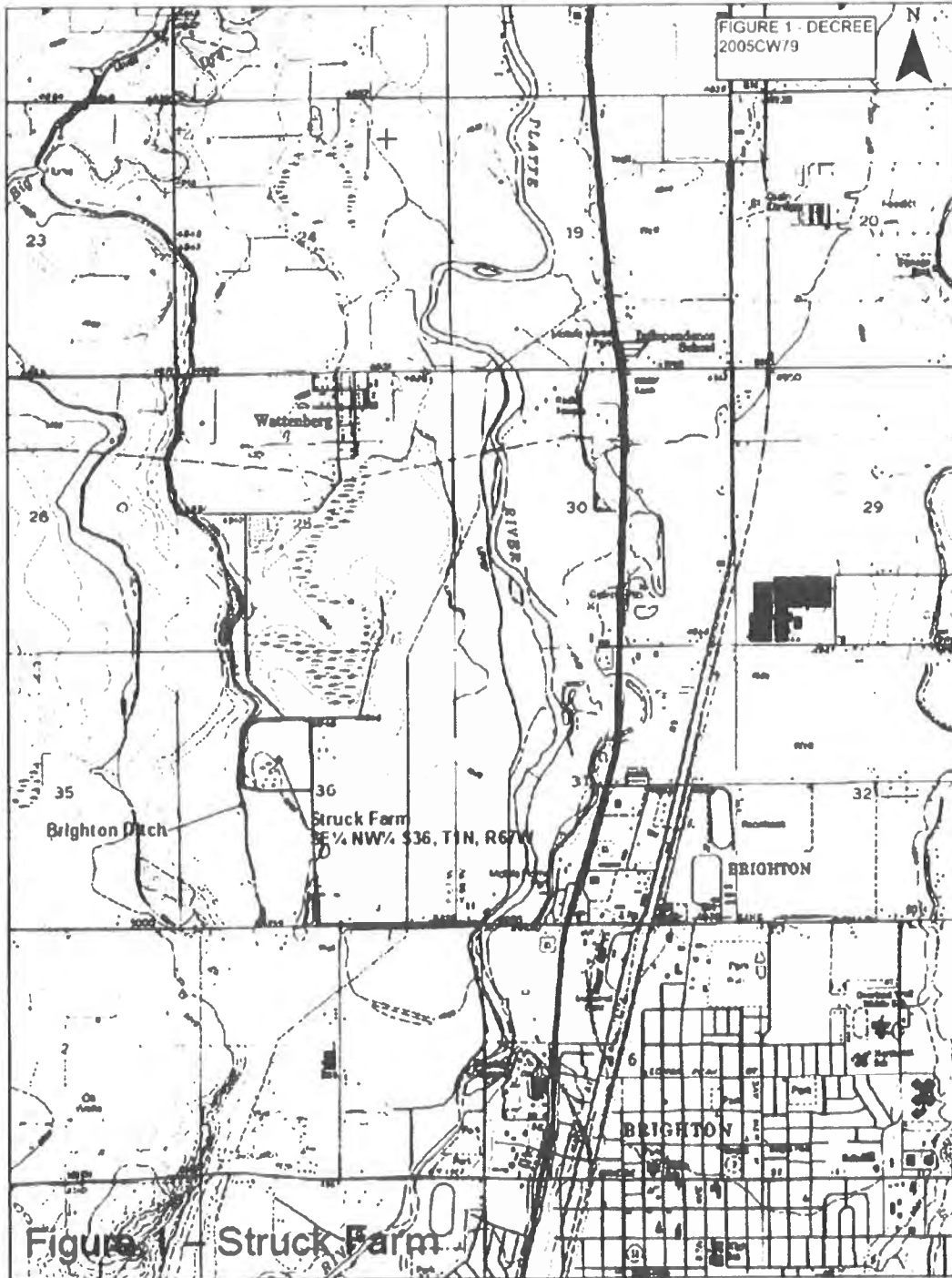


Figure 1 – Struck Farm

A-1

Exhibit – B
Form of Assignment of Dry-Up Covenant

When recorded return to:

Assignment of Dry-Up Covenant

This Assignment of Dry-Up Covenant ("Assignment") dated as of this _____ day of _____, 202_ ("Effective Date"), is granted by CENTRAL COLORADO WATER CONSERVANCY DISTRICT and GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT with an address of 3209 West 28th Street, Greeley, Colorado, 80634 ("Grantor") for the benefit of the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012-1555 ("Aurora").

Recitals

A. Pursuant to an Intergovernmental Agreement for Purchase of Brighton Ditch Company Stock between Assignor and Aurora with an effective date of _____, 202_, Assignor has or shall convey to Aurora one-tenth (0.1) shares of stock in the Brighton Ditch Company, as represented by Share Certificate Number 215 (the "Water Rights").

B. Aurora intends to utilize the Water Rights within its service area, and/or for augmentation or exchange purposes and will need to change the use of the Subject Water Rights in an appropriate change of use proceeding before the District Court, Water Division No. 1.

C. The Water Rights have been used to historically irrigate certain real property as described and depicted on Exhibit A attached hereto (the "Property").

D. Aurora may require access to the property historically irrigated by the Water Rights pursuant to that certain Agreement from James P. Struck and Dorothy G. Struck dated February 24, 2000 and recorded with the Clerk and Recorder, Weld County, CO on April 21, 2000 effecting the removal of the real property described therein from irrigation (the "Existing Dry-Up Covenant").

E. Assignor desires to assign its interest in the Existing Dry-Up Covenant to Aurora pursuant to the terms of this Assignment.

NOW THEREFORE, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby covenant and agree as follows:

I. Assignment. Assignor hereby assigns, transfers and conveys to Aurora all of its right, title and interest in and to the Existing Dry-Up Covenant.

2. Authority. Assignor represents and warrants that the party signing this Assignment has full authority to bind Assignor.

3. Description. The description and depiction attached hereto as Exhibit A is solely for the purposes of identifying such historically irrigated land and shall not expand or restrict the terms of the Existing Dry-Up Covenant.]

[Signature on Following Page]

IN WITNESS WHEREOF, Grantor has executed this Assignment of Dry-Up Covenant on the date set forth above.

GRANTOR:
CENTRAL COLORADO WATER
CONSERVANCY DISTRICT

By: EXHIBIT – DO NOT EXECUTE
Ralph Anders, its President

GROUNDWATER MANAGEMENT
SUBDISTRICT OF THE CENTRAL
COLORADO WATER CONSERVANCY
DISTRICT [NTD: Seller to confirm Mr.
Anders is president of both Seller parties]

By: EXHIBIT – DO NOT EXECUTE
Ralph Anders, its President

The foregoing Assignment of Dry-Up Covenant was acknowledged before me this ____ day of _____ 2024 by Ralph Anders as President of the Central Colorado Water Conservancy District and Groundwater Management Subdistrict Of The Central Colorado Water Conservancy District.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

APPROVED AS TO FORM:

REVIEWED BY:

Stephen Cann,
Sr. Asst. City Attorney

Hector Reynoso,
Manager- Real Property Services

REVIEWED BY:

Dawn Jewell,
South Platte Water Resource Manager

FAID Number: _____

Exhibit – A
to
Assignment of Dry-Up Covenant

Legal Description of Property

[_____].

[insert description of Historically Irrigated Land]

Exhibit – C

Form of Special Warranty Deed

When recorded return to:

**Special Warranty Deed
(Water Rights)**

This Special Warranty Deed, made this _____ day of _____, 202_, between CENTRAL COLORADO WATER CONSERVANCY DISTRICT and GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT whose principal place of business is located at 3209 West 28th Street, Greeley, Colorado ("Grantor"), and the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 26791 E Quincy Ave, Aurora CO 80016 ("Grantee").

WITNESSETH, that Grantor, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee and Grantee's heirs and assigns forever all of the water rights described below (the "Water Rights"):

- (a) The water rights represented by one tenth (0.1) shares of capital stock in the Brighton Ditch Company, a mutual ditch company organized and existing under the laws of Colorado, which shares are evidenced by Stock Certificate No. 215 (the "Shares") and the water derived therefrom.
- (b) All beneficial right, title and interest, if any, in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates and all other assets, rights, title or interests represented by said Shares, and in addition, and in no way limited by the foregoing, any and all other right, title or interest in the Brighton Ditch Company represented by said Shares.

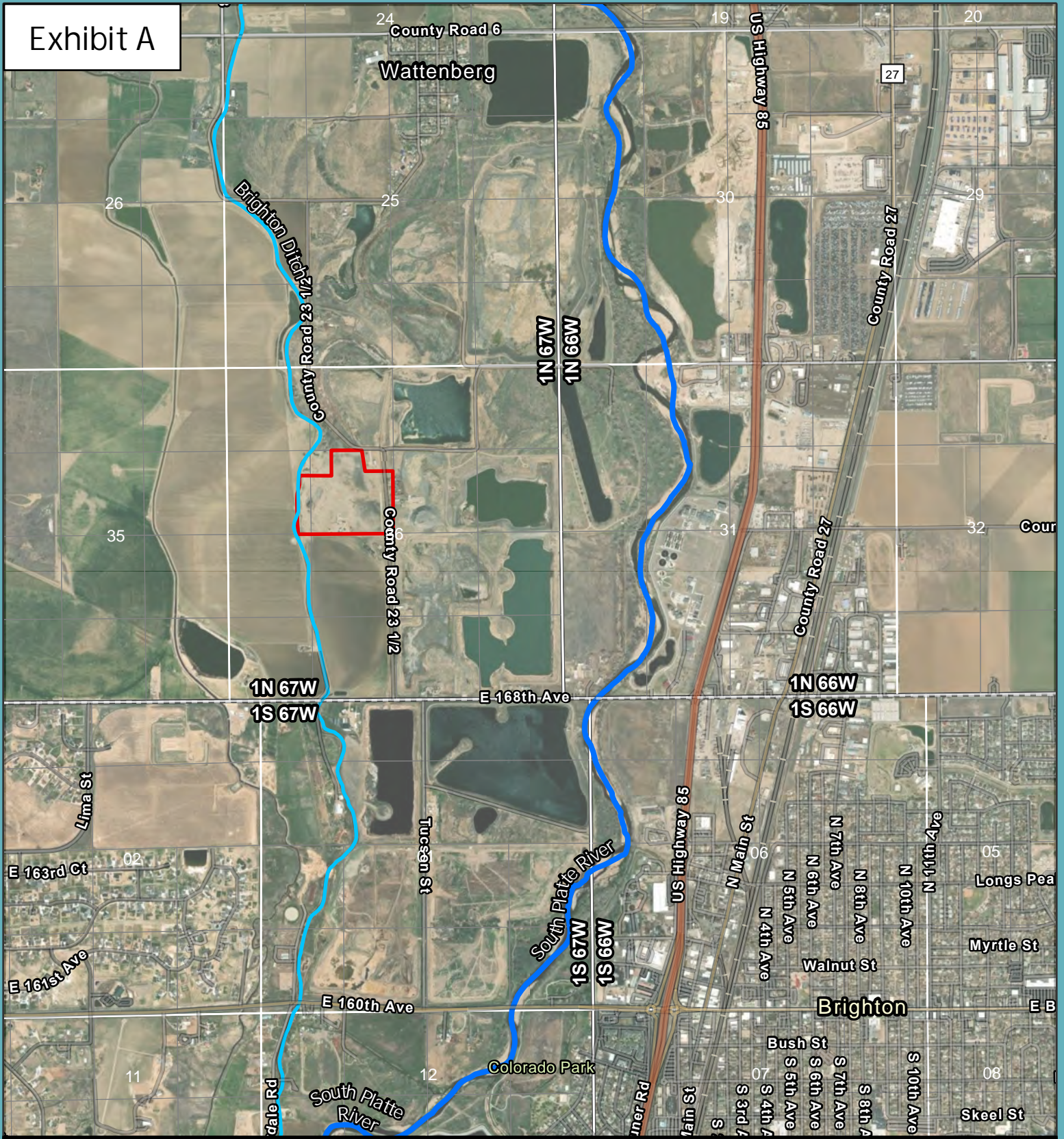
TOGETHER with all and singular hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained Water Rights, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said Water Rights above bargained and described with the appurtenances, unto Grantee and Grantee's heirs and assigns forever, and Grantor, for Grantor and Grantor's successors and assigns, does covenant and agree that Grantor shall WARRANT

(SEAL)

FAID Number: _____

Exhibit A



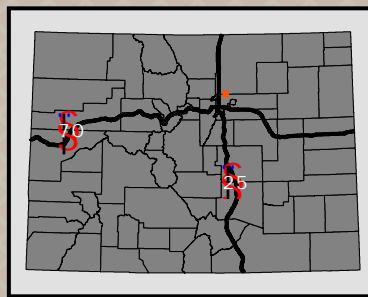
CCWCD Dry-Up Assignment Aurora Water

15151 E. Alameda Pkwy, Aurora, CO 80012 USA
www.auroragov.org | 303-579-2990
gwhitney@auroragov.org



Aurora is Worth Discovering!

August 29, 2024



Legend

- Struck Parcel

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

Item Title: United States Forest Service Collection Agreement for Forest Health Projects (Resolution)
Item Initiator: Richard Vidmar, Water Resources Manager, Aurora Water
Staff Source/Legal Source: Alexandra Davis, Assistant General Manager of Water Resource and Supply, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.4--Maintain a reliable water system

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 10/28/2024

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

Item requires a Public Hearing: Yes No

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

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

Alexandra Davis, Assistant General Manager of Water Resources and Supply, 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: 9/18/2024

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

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

On July 20, 2022, the Water Policy Committee supported moving an Intergovernmental Agreement with the Colorado State Forest Service forward to Study Session.

On August 22, 2022, the City Council APPROVED A RESOLUTION of an Intergovernmental Agreement between the City of Aurora, the United States Department of Agriculture, Forest Service, Rocky Mountain Region and the Board of Governors of the Colorado State University System as item 11d.

On October 18, 2023, the Water Policy Committee supported moving a Collection Agreement for forest health treatments in the Sugarloaf Mountain area surrounding the Turquoise Reservoir forward to Study Session.

On November 13, 2023, the City Council APPROVED A RESOLUTION of the Collection Agreement between the City of Aurora and the United States Department of Agriculture, U.S. Forest Service, Rocky Mountain Region for forest health treatments in the Sugarloaf Mountain area surrounding the Turquoise Reservoir as item 11.a.5.

On September 18, 2024, the Water Policy Committee supported moving a Collection Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the United States Department of Agriculture, U.S. Forest Service, Rocky Mountain Region for forest health treatment in the Sugarloaf Mountain area surrounding Turquoise Reservoir forward to Study session

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

On August 22, 2022, Aurora entered into an Intergovernmental Agreement (IGA) with the United States Forest Service ("USFS") and the Colorado State Forest Service in order to develop a framework to work cooperatively with each other and other stakeholders to accomplish needed forest and watershed activities to reduce wildfire risk and improve ecosystems. The IGA enabled the Aurora to support mutually identified projects to protect its watersheds. Such projects may include activities such as thinning, prescribed fire, fuels reduction and other forest health treatments such as rehabilitation of burned land.

The IGA with the USFS and the Colorado State Forest Service, specifically only provided the framework and collaboration by which the parties would specify mutually beneficial activities and projects within each priority watershed and identify target accomplishments and did not agree to specific funding but noted that Aurora's portion of the funding for the selected activities and projects will be made through separate agreements.

The USFS has completed its National Environmental Policy Act (NEPA) process and secured federal funding and is securing other matching funds for the Tennessee Creek Project. The approval and funding will allow them to conduct forest health treatments on approximately 800 acres of forested land above Turquoise Reservoir. Turquoise Reservoir is located in Lake County and is operated by the US Bureau of Reclamation. Aurora Water owns 20,000 acre-feet of storage space in this reservoir and it is a key component of our water supply system.

The approved forest health treatments will include mechanical and hand thinning of trees, as well as prescribed fire burning techniques for wildfire mitigation. This work will encourage species and age diversity and enhance wildlife habitat. Thinning will enhance forest health and provide better fire protection for the area. This area has not been previously treated and is high fire risk because of the built-up density. Thinning reduces the severity, heat, and impact of wildfires. Reduced fire impacts also prevent damaging post-fire erosion and runoff into the reservoir, protecting water quality and water infrastructure. Access and log hauling routes will be restored upon completion. The USFS will initiate this work in 2025 and expect to complete this project by the end of 2029.

The USFS is also completing its NEPA process for forest health treatments near Twin Lakes. Twin Lakes is also a **key component of Aurora's water supply infrastructure. In the event that all of Aurora's funds have not been used** for the Tennessee Creek Project they may then be used to support the Twin Lakes Project. Aurora Water has

access to approximately 3,500 acre-feet of storage in Twin Lakes. In June of 2024, the 704-acre Interlaken Fire burned upslope of the south shore of Twin Lakes. Funding from this collection agreement may also be utilized for post fire recovery projects associated with the Interlaken Fire which overlaps with the Twin Lakes project area. Aurora Water may pay directly for some Interlaken Fire post-fire restoration, in which case the amount covered by this collection agreement will be reduced accordingly.

In accordance with the USFS IGA, Aurora Water would like to enter into the proposed collection agreement to facilitate the treatment of forested areas above Turquoise and Twin Lakes Reservoirs. This project will lower the risk of wildfire in our watershed upstream of our diversion areas which in turn will reduce the likelihood of increased erosion and sedimentation that is a threat our water supply downstream. Pursuant to the terms of this agreement, Aurora will pay up to \$100,000 to the USFS to facilitate the Tennessee Creek Project, Twin Lakes Project, and Interlaken Fire restoration project goals.

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 agreement will come from the Water Fund Operating Budget.

ORG: 52018 (Water Resources) \$100,000

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving a Collection Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the United States Department of Agriculture, U.S. Forest Service, Rocky Mountain Region for forest health treatment in the Sugarloaf Mountain area surrounding Turquoise Reservoir forward to the next Council meeting?

LEGAL COMMENTS

The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units for furnishing or receiving commodities and services. (Charter Section 10-12).
(Best)

RESOLUTION NO. R2024- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE COLLECTION AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, U.S. FOREST SERVICE, ROCKY MOUNTAIN REGION FOR FOREST HEALTH TREATMENTS IN THE SUGARLOAF MOUNTAIN AREA SURROUNDING TURQUOISE RESERVOIR

WHEREAS, the City of Aurora, Colorado, acting by and through its Utility Enterprise ("Aurora Water") and the United States Department of Agriculture, Forest Service, Rocky Mountain Region ("U.S. Forest Service") desire to enter an intergovernmental collection agreement ("Collection Agreement") to provide funds for the protection of watersheds providing source water to Aurora Water and its customers, focusing on forestry health treatments in the Tennessee Creek and Sugarloaf Mountain areas surrounding Turquoise Reservoir in the Pike and San Isabel National Forest; and

WHEREAS, the Collection Agreement memorializes Aurora Water's contribution of \$100,000 in 2025 to support watershed improvement projects located within the Upper Arkansas River watershed and potentially assist in the Interlaken Fire restoration (in which case the amount contributed by Aurora Water to post-fire restoration will be reduced from Aurora Water's financial obligation set forth in the Collection Agreement); and

WHEREAS, watershed health activities funded through this Collection Agreement are beneficial to the health, safety, environment, and general welfare of the residents of the City of Aurora; and

WHEREAS, Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units for furnishing or receiving commodities and services.

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

Section 1. The Collection Agreement between Aurora Water and the U.S. Forest Service is hereby approved.

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

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

RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best RLA

IAN BEST, Assistant City Attorney



FS Agreement No. _____

Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
CITY OF AURORA, COLORADO ACTING BY AND THROUGH ITS UTILITY
ENTERPRISE
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
ROCKY MOUNTAIN REGION

This COLLECTION AGREEMENT is hereby entered into by and between the CITY OF AURORA, COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, hereinafter referred to as “Aurora Water”, and the United States Department of Agriculture (USDA), Forest Service, Rocky Mountain Region, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub.L. 104-127).

Background: The U.S. Forest Service and Aurora Water are working together to proactively protect watersheds that provide source water to the City of Aurora and its customers. This collection agreement provides funds from Aurora Water that will go towards forest health treatments in the Tennessee Creek project area surrounding Turquoise Reservoir on the Leadville Ranger District of the Pike and San Isabel National Forest. Additional forest health projects may be funded in the Twin Lakes project area (Leadville Ranger District, PSICC) once the NEPA has been completed. Funding may also be utilized for post fire recovery projects associated with the Interlaken Fire which overlaps with the Twin Lakes project area. Aurora Water may pay directly for some Interlaken Fire post-fire restoration, in which case the amount covered by this collection agreement will be reduced accordingly.

Explanation of Fiscal Year: The U.S. Forest Service fiscal year turns over in September. This agreement falls in the U.S. Forest Service fiscal year 2025, while Aurora Water is providing funding from the Aurora Water 2024 budget.

Title: 2025 Collection Agreement with Aurora Water

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from Aurora Water to the U.S. Forest Service to support forest health and watershed improvement projects within the Upper Arkansas River watershed. In U.S. Forest Service fiscal year 2025, Aurora Water will provide up to \$100,000 for these projects. Aurora Water may pay directly for some Interlaken Fire post-fire restoration, in which case the amount covered by this collection agreement will be reduced accordingly.



II. AURORA WATER SHALL:

- A. LEGAL AUTHORITY. Aurora Water shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Perform in accordance with the Financial Plan.
- C. Upon presentation of a Bill for Collection, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.
- D. Provide funding for the non-federal share of project costs identified for 2025, as identified above in Section I per the 2025 Annual Plan and Financial Plan attached and made a part hereof.
- E. Work with the U.S. Forest Service to prepare modifications as applicable to shift funding to other projects or activities if conditions change or add additional projects if additional funds become available.

III. THE U.S. FOREST SERVICE SHALL:

- A. ADVANCE BILLING. The maximum total cost liability to Aurora Water for this agreement is \$100,000. The total amount may be reduced to account for Interlaken Fire post-fire restoration costs paid directly by Aurora Water. The U.S. Forest Service shall bill Aurora Water prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead shall not be assessed.

Billing Method: A single lump sum advance bill.

Billing must be sent to:

Aurora Water
Attn: Matt Ashley
26791 East Quincy Avenue
Aurora, CO 80018
P: (303) 739-7388
mtashley@auroragov.org

- B. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide Aurora Water with a written report that meets Aurora Water’s specific documentation requirements.



- C. Perform in accordance with the attached Financial Plan and 2025 Annual Plan.
- D. U.S. Forest Service ASC-RACA shall set up a job code for the National Forest unit as follows:

Pike and San Isabel National Forests (0212) for up to \$100,000

- E. U. S. Forest Service shall initiate all work activities in the 2025 calendar year and all of Aurora Water’s funds will be expended or obligated to the extent possible by December 31, 2025. Completion of the work may occur through expiration of this agreement in 2029. This will enable the use of contracts and accommodate any necessary project delays from weather or other unforeseen circumstances.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Matt Ashley Address: 26791 East Quincy Avenue Aurora, CO 80018 Telephone: (303) 739-7388 Email: mtashley@auroragov.org	Name: Paula Sullivan Address: 26791 East Quincy Avenue Aurora, CO 80018 Telephone: 303-739-7006 Email: psulliva@auroragov.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Andrea E. Rogers Address: 1617 Cole Boulevard City, State, Zip: Lakewood, CO 80403 Telephone: 303-275-5153 FAX: 303-275-5239 Email: andrea.rogers@usda.gov	Name: Andrea E. Rogers Address: 1617 Cole Boulevard City, State, Zip: Lakewood, CO 80403 Telephone: 303-275-5153 FAX: 303-275-5239 Email: andrea.rogers@usda.gov

- B. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to Aurora Water, authorized for use for a new agreement by Aurora Water, or waived by Aurora Water. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by Aurora Water may be necessary to process a



refund. Due to processing costs, any balance less than \$25 shall not be refunded to Aurora Water.

- C. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Aurora Water is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Rocky Mountain Region of the U.S. Forest Service, Department of Agriculture, in partnership with the City of Aurora, is conducting forest health, hazardous fuels reduction, and other restoration treatments to improve the ecological function and resiliency of forests and watersheds in areas critical for providing and delivering water to the City of Aurora."

Aurora Water may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Aurora Water is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- D. COLORADO PUBLIC RECORDS ACT. U.S. Forest Service acknowledges that Aurora Water is a public entity subject to the provisions of the Colorado Public Records Act, C.R.S. 24-72-201 et seq. Any confidential and/or proprietary information that either party discloses to the other with respect to this Collection Agreement shall be designated as confidential and proprietary by the disclosing party at the time of disclosure.
- E. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- F. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Aurora Water from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of Aurora Water's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Aurora Water's products or activities.



- I. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or Aurora Water will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Aurora Water, at Aurora Water's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Aurora Water to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service **ROCKY MOUNTAIN REGION** to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service **ROCKY MOUNTAIN REGION** will notify Aurora Water when permission is granted.
- K. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Aurora Water shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- L. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with Aurora Water's contributions shall become the property of the U.S. Forest Service.
- M. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.



- N. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Aurora Water shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- P. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- Q. DEBARMENT AND SUSPENSION. Aurora Water shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Aurora Water or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- R. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed.



Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

- S. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through 2029 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



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

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best

Ian Best
Assistant City Attorney

9/03/2024
Date

24031073
ACS #

STATE OF COLORADO
COUNTY OF ARAPAHOE

The foregoing was acknowledged before me this ____ day of _____, 2024, by
_____ as Mayor of the City of Aurora.

Notary's official signature



FRANK R. BEUM, Regional Forester
U.S. Forest Service, Rocky Mountain Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Exhibit A: 2025 Aurora Water Collection Agreement Annual Plan

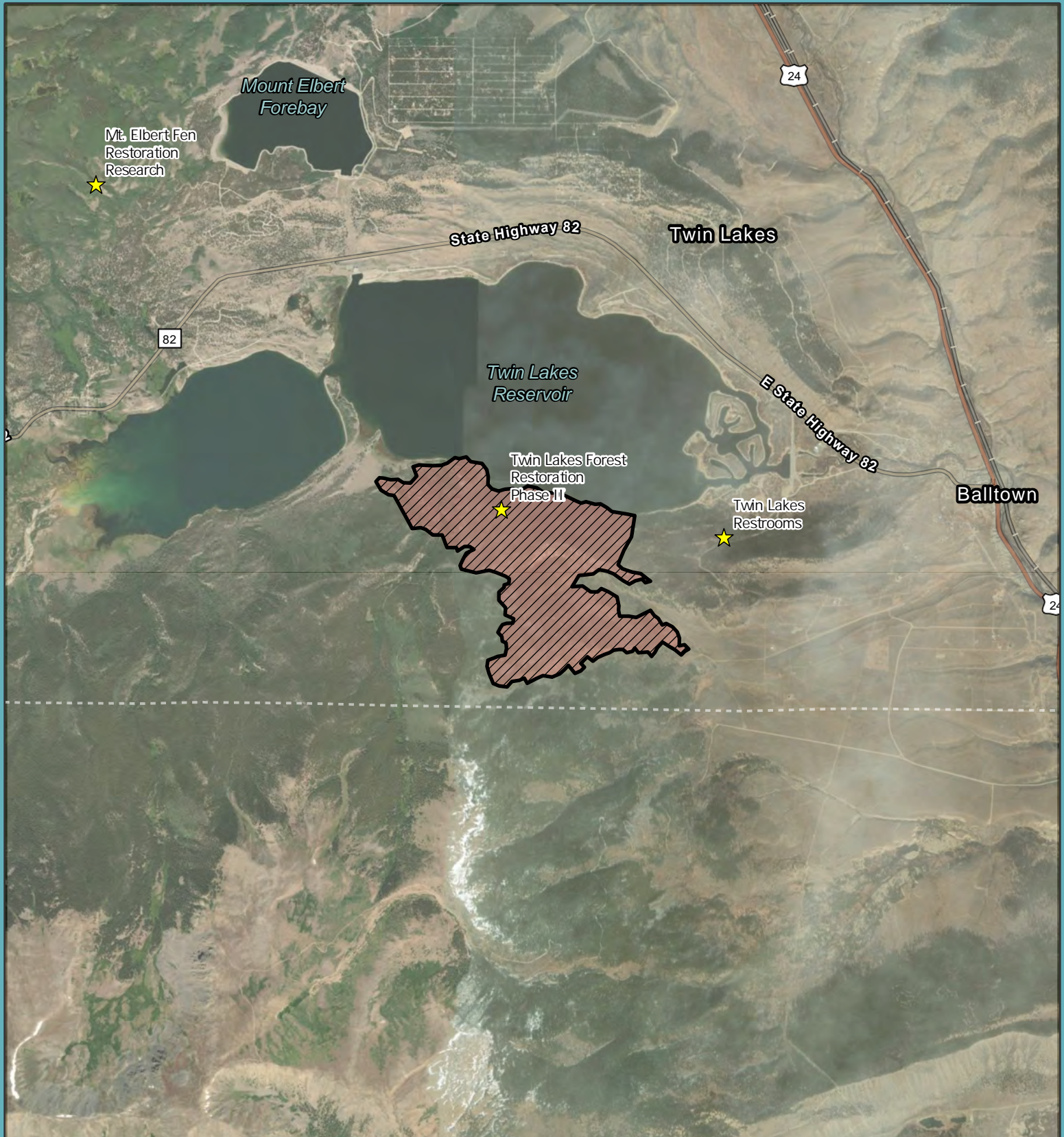
This annual plan identifies the program of work associated with the funds provided by Aurora Water to the USFS in FY25 as well as associated matching efforts conducted by the USFS funded via appropriated funds.

Pike and San Isabel National Forests (PSI)

PSI – 2025 Aurora Water Program of Work
(FY25 Agreement Funds from Aurora Water)

This collection agreement provides funds from Aurora Water that will go to towards forest health treatments in the Tennessee Creek project area surrounding the Turquoise Lake Reservoir on the Leadville Ranger District on the Pike and San Isabel National Forest. Additional forest health projects may be funded in the Twin Lakes project area (Leadville Ranger District, PSICC) once the NEPA has been completed (Fall 2025). Funding may also be utilized for post fire recovery projects associated with the Interlaken Fire which overlaps with the Twin Lakes project area. Aurora Water may pay directly for some Interlaken Fire post-fire restoration, in which case the amount covered by this collection agreement will be reduced accordingly.

Project Name	Project Location	Estimated Acres	Estimated Cost	Objective / Activity Type
TBD	Leadville RD (Turquoise Lake / Twin Lakes project areas)	65	\$100,000* *May be reduced to account for Interlaken Fire post-fire restoration costs paid directly by Aurora Water	<i>Forest Health / Wildfire Risk Reduction / Post Fire Recovery Thinning / create openings for forest health and fuels reduction.</i>
Total Aurora (PSI) – 2025 Agreement Funds			Up to \$100,000	



Interlaken Fire Map

Aurora Water

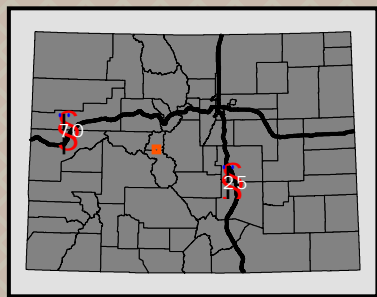
26791 E Quincy Ave., Aurora, CO 80016 USA
 www.auroragov.org | 303-579-2990
 gwhitney@auroragov.org



Aurora is Worth Discovering!



September 3, 2024



Legend

- ★ Watershed Health Projects
- ▨ Interlaken Fire Perimeter



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.

SOUTHEAST STORMWATER METRO AUTHORITY REGARDING MAJOR DRAINAGEWAY PLANNING FOR WEST TOLL GATE CREEK TRIBUTARIES

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

Swirvine Nyirenda, Planning Services Manager, provided a summary of the item.

MPT Bergan asked if the initial study indicated potential problems resulting in the need for this follow-up study. S. Nyirenda explained that they sometimes execute projects exactly based on the study, and other times optimize projects during the design phase.

Motion by Bergan, second by Coombs to approve item 11b.

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

11.c. Strontia Springs Watershed Sediment Management Program

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

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

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

Motion by Coombs, second by Murillo to approve item 11c.

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

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

R2022-161 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, ROCKY MOUNTAIN REGION AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY FOR THE USE AND BENEFIT OF THE COLORADO STATE FOREST SERVICE

◆ *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 / Ian Best, Assistant City Attorney

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

Motion by Lawson, second by Sundberg to approve item 11d.

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

11.e. **Support of Enhanced Design Guidelines for Chase Drains**

R2022-162 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, IN SUPPORT OF ENHANCED DESIGN GUIDELINES FOR INSTALLATION OF CHASE DRAINS AS A PART OF NEW DEVELOPMENT IN AURORA

Sponsor: Françoise Bergan, Mayor Pro Tem

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

Council heard public call-in testimony.

Mayor Pro Tem Bergan provided a summary of the item.

Motion by Bergan, second by Coombs to approve item 11e.

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

11.f. **IGA to Coordinate with Arapahoe County for November 2022 Special Municipal Election**

R2022-163 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

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

Kadee Rodriguez, City Clerk, provided a summary of items 11f through 11h.

Motion by Marcano, second by Lawson to approve item 11f.

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

11.g. **IGA to Coordinate with Adams County for November 2022 Special Municipal Election**

◆ *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.*

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

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

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

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

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

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

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

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

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

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

7. Intergovernmental Agreement regarding Strontia Springs Watershed Sediment Management Program

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

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

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

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

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

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

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

9. Conservation Overview Presentation

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

Outcome: Informational only.

Follow-Up Action: Informational only.

10. Water and Sewer 2023 Rate and Fee Adjustments

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

development of final design, and services during construction. S. Young also discussed that although the pond has decreased in size during the reevaluation, the construction costs have significantly increased. The monies set aside for the project this year will remain the same (\$400,000.00 per jurisdiction) but there are anticipated additional costs that will come in future amendments.

CM Bergan asked, while Mile High Flood District is contributing, do you they also increase their contribution based on the cost of construction increasing? S. Young responded that Mile High Flood District allocates monies to areas within Arapahoe and Adams County for projects based in Aurora however, instead of Mile High Flood District contributing to several smaller projects, they will focus more of their contributions on this project.

Outcome: The Committee supports the Fourteenth Amendment to an IGA Regarding the Design and Construction of Drainage Flood Control Improvements for First Creek Detention Upstream of I-70 and forwarded to the next Council Meeting for consideration.

Follow-Up Action: The Committee supported the Fourteenth Amendment to an IGA Regarding the Design and Construction of Drainage Flood Control Improvements for First Creek Detention Upstream of I-70 and will forward to the next Council Meeting for consideration

4. Argenta Stormwater Reimbursement Agreement

Summary of Issue and Discussion: S. Young gave a presentation on the reimbursement agreement with Argenta. The reimbursement is based on rerouting the current stormwater channel around the Argenta site due to the redevelopment of that area.

CM Bergan asked if this site was in a TIFF area? M. Brown stated that they were not sure but would check and get back to her. CM Bergan asked if the city was responsible for paying the full \$750,000.00. S. Young replied yes, that was part of the original commitment that the city would pay for rerouting the regional stormwater around that site.

Outcome: The Committee supports the Argenta Stormwater Reimbursement Agreement and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supported the Argenta Stormwater Reimbursement Agreement and will forward to the next Study Session for consideration.

5. United States Forest Service Collection Agreement for the Tennessee Creek and Twin Lakes Forest Treatment

Summary of Issue and Discussion: R. Vidmar gave a presentation discussing the United States Forest Service's completion of the permitting process to treat approximately 800 acres of forest above the Turquoise Lake in Lake County. Aurora stores 20,000 acres feet of water in Turquoise

Lake where we take in the majority of our Colorado River water. This is a five-year project that will treat the area through mechanical and hand thinning as well as prescribed burns to improve forest health and reduce the risk of fires and decrease the impact of damage if there were a fire.

Outcome: The Committee supports the United States Forest Service Collection Agreement for the Tennessee Creek and Twin Lakes Forest Treatment and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supported the United States Forest Service Collection Agreement for the Tennessee Creek and Twin Lakes Forest Treatment and will forward to the next Study Session for consideration.

6. Stewardship West Memorandum of Understanding (MOU)

Summary of Issue and Discussion: R. Vidmar gave a presentation regarding an MOU with Stewardship West to treat forest service lands in the Miller Gulch area outside of Bailey. Stewardship West has completed 548 acres with 973 acres left to be treated. Stewardship West is also working with the United States Forest Service on the Tarryall Creek area un the upper South Platte Basin where Aurora owns water rights. The planned treatment will include mechanical and hand thinning to increase forest health, reduce the risk of fires and minimize the impact if there were a fire.

Outcome: The Committee supports the Stewardship West Memorandum of Understanding and forwarded it to the next Study Session for consideration.

Follow-Up Action: The Committee supported the Stewardship West Memorandum of Understanding and will forward it to the next Study Session for consideration.

7. Eagle River Watershed Council Memorandum of Understanding (MOU)

Summary of Issue and Discussion: R. Vidmar gave a presentation regarding an MOU with the Eagle River Watershed Council to replace aging culverts in the Homestake Reservoir area with Aquatic Organism Passages. These passages are designed to mimic the historic natural stream bed which promotes the movement of aquatic species upstream.

Outcome: The Committee supports the Eagle River Watershed Council Memorandum of Understanding and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supported the Eagle River Watershed Council Memorandum of Understanding and will forward it to the next Study Session for consideration.

8. United States Forest Service Box Creek Land Exchange Agreement

(DCSO) FOR THE USE OF THE ROOK ARMORED CRITICAL INCIDENT VEHICLE ("THE ROOK")

Heather R. Morris, Deputy Chief of Police / Megan Platt, Assistant City Attorney

11.a.3 **Great Outdoors Colorado (GOCO) Centennial Grant Application for the High Line Canal Conservancy**

R2023-130 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, SUPPORTING AN APPLICATION FOR A GRANT BY THE HIGH LINE CANAL CONSERVANCY TO THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR SEVERAL PROJECTS

A waiver of reconsideration is requested in order for the High Line Canal Conservancy to meet the grant deadline of December 1, 2023.

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

11.a.4 **Argenta Stormwater Reimbursement Agreement**

R2023-131 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A REGIONAL UTILITY COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND ARGENTA, LLC

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

11.a.5 **United States Forest Service Collection Agreement for the Tennessee Creek and Twin Lakes Forest Treatment**

R2023-132 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE COLLECTION AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, U.S. FOREST SERVICE, ROCKY MOUNTAIN REGION FOR FOREST HEALTH TREATMENTS IN THE SUGARLOAF MOUNTAIN AREA SURROUNDING TURQUOISE RESERVOIR

- ◆ *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, Assistant General Manager of Water Supply and Demand,
Aurora Water / Ian Best, Assistant City Attorney

11.a.6 United States Forest Service Box Creek Land Exchange

R2023-133 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE, U.S. FOREST SERVICE
REGARDING A BOX CREEK LAND EXCHANGE FEASIBILITY ANALYSIS

Alexandra Davis, Assistant General Manager of Water Supply and Demand,
Aurora Water / Ian Best, Assistant City Attorney

11.a.7 Stewardship West Memorandum of Understanding (MOU)

R2023-134 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, EXPRESSING APPROVAL AND SUPPORT OF AN AGREEMENT
BETWEEN AURORA WATER AND STEWARDSHIP WEST FOR WATERSHED
HEALTH ACTIVITIES

Alexandra Davis, Assistant General Manager of Water Supply and Demand,
Aurora Water / Ian Best, Assistant City Attorney

11.a.8 Eagle River Watershed Council Memorandum of Understanding (MOU)

R2023-135 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE
AGREEMENT BETWEEN EAGLE RIVER WATERSHED COUNCIL AND AURORA
WATER REGARDING THE HOMESTAKE CULVERT PROJECT

Alexandra Davis, Assistant General Manager of Water Supply and Demand,
Aurora Water / Ian Best, Assistant City Attorney

11.a.9 2023-2024 Employee Pay Table and Classification

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



CITY OF AURORA

Council Agenda Commentary

Item Title: Series 2024 First-Lien Water Revenue Bonds (Ordinance)
Item Initiator: Teresa Sedmak, City Treasurer, Finance
Staff Source/Legal Source: Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 10/28/2024

2nd Regular Meeting (if applicable): 11/4/2024

Item requires a Public Hearing: Yes No

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

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

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

Estimated time: 10 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 7/23/2024

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

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

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

Aurora Water requires certain additions and improvements to the City Water System to best serve its customers. One of the methods of funding these necessary projects is through the sale of revenue bonds, which are secured by a first-lien on net revenues of the system.

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

The Ordinance, if approved by City Council, authorizes the issuance, sale and delivery of not to exceed \$150 million aggregate principal amount of First-Lien Water Revenue Bonds, Series 2024.

Proceeds from the issuance of the 2024 Bonds will fund certain additions and improvements to the City's water system. The ordinance also allows for a portion of the proceeds to be used to reimburse prior expenditures made in connection with these projects.

It is anticipated that the 2024 Bonds will be priced on or about December 10, 2024 with closing and delivery of proceeds prior to the end of the year.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

The 2024 Bonds will be secured by net revenues of Aurora Water. The amount of annual and total debt service is subject to interest rates at the time the Bonds are priced in the public market.

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.)

Repayment of principal and interest on the 2024 Bonds will be made from through the Aurora Water Fund.

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Do the members of the Management and Finance Committee recommend this item for approval and presentation to the full City Council for consideration?

LEGAL COMMENTS

City Council may authorize, by ordinance, without an election, the issuance of water extension, water improvement, and water revenue bonds. The City Council may also issue refunding bonds for the purpose of paying outstanding bonds of the City at a lower rate. See, Colorado Constitution Article X § 20(4)(b); City Charter Article 11-19 & 21. (Hernandez)

**SERIES 2024 FIRST-LIEN WATER
REVENUE BOND ORDINANCE**

CITY OF AURORA, COLORADO

acting by and through its

UTILITY ENTERPRISE

Authorizing
the issuance, sale and delivery of not to exceed
\$150,000,000
aggregate principal amount of
First-Lien Water Revenue Bonds
Series 2024

Effective _____, 2024

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APPENDIX A FORM OF REQUISITION

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, OF FIRST-LIEN WATER REVENUE BONDS, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$150,000,000, FOR THE PURPOSE OF FINANCING, IN WHOLE OR IN PART, THE COST OF CERTAIN ADDITIONS AND IMPROVEMENTS TO THE WATER SYSTEM OPERATED BY THE UTILITY ENTERPRISE, PLEDGING CERTAIN FUNDS AND REVENUES OF THE ENTERPRISE TO THE PAYMENT OF SUCH BONDS, PRESCRIBING THE FORM OF SUCH BONDS, AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Aurora, Colorado (the “City”) is a home rule municipality duly organized and existing pursuant to Article XX of the Constitution (the “Constitution”) of the State of Colorado (the “State”); and

WHEREAS, the City Council (the “Council”) of the City has previously acted by ordinance to recognize and confirm the existence of the Utility Enterprise of the City (the “Enterprise”), such ordinance being codified in Article II of Chapter 138 of the City Code (the “Code”) of the City; and

WHEREAS, the Code authorizes the issuance of revenue bonds for the purpose of financing additions and improvements to the utility systems operated by the Enterprise; and

WHEREAS, the Council, acting as such and as the governing body of the Enterprise, deems it necessary and appropriate to authorize the issuance of its First-Lien Water Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) in a single series or in multiple subseries designated accordingly, upon the terms described herein, for the purpose of defraying, in whole or in part, the cost of financing additions and improvements to the City’s Water System (the “System”); and

WHEREAS, such Series 2024 Bonds are permitted, under the Charter of the City (the “Charter”), the Code and Article X, Section 20 of the Constitution, to be issued without an election; and

WHEREAS, the City Manager has determined that a negotiated public sale of the Series 2024 Bonds would be to the best advantage of the City pursuant to Section 11-25 of the Charter ; and

WHEREAS, pursuant to Ordinance No. 2003-18 of the City, as amended by Ordinance No. 2003-70 (collectively, the “General Ordinance”), adopted prior to the adoption of this Ordinance, the Council has established a consistent procedure for the issuance of revenue bonds and other obligations to finance and refinance additions and improvements to the System;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH THE CITY OF AURORA, COLORADO UTILITY ENTERPRISE:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings, respectively, provided in the General Ordinance. In this Series Ordinance the following additional terms have the following respective meanings unless the context clearly requires otherwise:

“*Closing*” means the date of delivery of and payment for the Series 2024 Bonds.

“*Completion Date*” means the date as of which the City certifies that the Project is complete and no further disbursement of proceeds of the Series 2024 Bonds will be requested.

“*Continuing Disclosure Undertaking*” means the Continuing Disclosure Undertaking, if any, relating to the Official Statement and the Series 2024 Bonds, in substantially the form filed with the City Clerk at the time of introduction of this Series Ordinance.

“*General Ordinance*” means Ordinance No. 2003-18 of the City, as amended by Ordinance No. 2003-70, as it may be amended from time to time.

“*Maximum Rate*” means 5.50%.

“*Official Statement*” means the Official Statement of the City relating to the Series 2024 Bonds.

“*Paying Agent*” means UMB Bank, n.a., or a suitable institution or City official designated by Final Terms Certificate to perform the duties of Paying Agent hereunder.

“*Publicly Offered*” means offered to the public in an underwritten transaction.

“*Project*” means the acquisition and construction of improvements to the water system operated by the Enterprise, including without limitation the acquisition and construction of treatment facilities improvements, water transport and distribution lines and other improvements.

“*Purchasers*” means RBC Capital Markets, LLC, Piper Sandler & Co., and Stifel, Nicolaus & Company, Incorporated, in their capacity as the original purchasers of the Series 2024 Bonds.

“*Registrar*” means a suitable institution or City official designated by Final Terms Certificate to perform the duties of Registrar hereunder.

“*Series Ordinance*” means this Series Ordinance.

“*Series 2024 Bonds*” means the First-Lien Water Revenue Bonds, Series 2024.

“*Series 2024 Costs of Issuance Subaccount*” means the subaccount created within the Series 2024 Construction Account and required to be maintained by Section 3.03 hereof.

“*Series 2024 Construction Account*” means the special account created and required to be maintained by Section 3.02 hereof.

“*Series 2024 Debt Service Reserve Account*” means, to the extent, if any, provided by Final Terms Certificate, the special account created and required to be maintained by Section 3.04 hereof.

“*Series 2024 Excess Investment Earnings Account*” means the special account created and required to be maintained by Section 3.05 hereof.

“*Series 2024 Reserve Requirement*” means, to the extent, if any, that a reserve account is required to be maintained pursuant to a Final Terms Certificate, initially, and except as it may be adjusted pursuant to Section 3.04 hereof, an amount equal to the least of (a) 10% of the principal amount of the Series 2024 Bonds, (b) the Maximum Annual Debt Service Requirements of the Series 2024 Bonds, or (c) 125% of the Average Annual Debt Service Requirements of the Series 2024 Bonds.

“*Tax Code*” means the Internal Revenue Code of 1986, as amended.

“*Transfer Agent*” means a suitable institution or City official designated by Final Terms Certificate to perform the duties of Transfer Agent hereunder.

ARTICLE II

THE SERIES 2024 BONDS

Section 2.01. The Project. The City Council of the City hereby authorizes and directs that the Project be carried out with the net proceeds of the Series 2024 Bonds and any other legally available moneys of the City necessary for such purpose. The City Council of the City hereby acknowledges that a portion of the net proceeds of the Series 2024 Bonds may be applied to reimburse the City for prior expenditures made in connection with the Project as permitted pursuant to the City’s declaration of official intent to reimburse such expenditures from the proceeds of the Series 2024 Bonds pursuant to Section 1.150-2 of the Internal Revenue Code Regulations made as of August 4, 2020.

Section 2.02. Issuance of Series 2024 Bonds; Application of Series 2024 Bond Proceeds. The Series 2024 Bonds are authorized to be issued in one or more series or subseries corresponding to the time of their issuance or the respective terms and provisions thereof. In the event that the Series 2024 Bonds are issued in more than one series, the caption for each series shall contain a letter or any other appropriate means of identifying each separate series. The Series 2024 Bonds are authorized to be Publicly Offered, at a price not less than 96% of their aggregate principal amount plus accrued interest to the date of their delivery to the Purchasers, as determined by Final Terms Certificate. The net proceeds received by the City at Closing from the sale of the Series 2024 Bonds after deduction of costs of issuance and underwriting discount, if any, shall be applied as follows: (a) accrued interest, if any, on the Series 2024 Bonds shall be deposited in the

Debt Service Account; (b) Series 2024 Bond proceeds sufficient to meet the Series 2024 Reserve Requirement, if any, shall be deposited to the Series 2024 Debt Service Reserve Account; and (c) the remaining Series 2024 Bond proceeds shall be deposited, at or after the issuance of the Series 2024 Bonds, to the extent necessary to accomplish the Project, into the Series 2024 Construction Account. Any excess funds remaining upon completion of the Project may be used for any lawful purpose of the City or the Enterprise.

Section 2.03. Authorization; Election To Apply Supplemental Public Securities Act.

The Series 2024 Bonds, payable as to all Debt Service Requirements solely out of the Net Pledged Revenues, are hereby authorized to be issued and outstanding in an aggregate principal amount not to exceed \$150,000,000. The actual amount of the Series 2024 Bonds and various other final terms of the Series 2024 Bonds, not inconsistent herewith, shall be approved by a certificate (a “Final Terms Certificate”) signed by the Director of Finance or an Authorized Officer of the City; provided however, that, to the extent the sale of the Series 2024 Bonds is completed as a negotiated sale, the City Manager shall certify to the Council that such method of sale is to the best advantage of the City in accordance with Section 11-25 of the City Charter. To the extent provided by Final Terms Certificate, amounts of principal redeemed or paid at maturity may be reborrowed, provided that the total principal amount of the obligation evidenced by the Series 2024 Bonds shall never exceed \$150,000,000. The City hereby elects to apply all provisions of the Supplemental Public Securities Act, to the extent not inconsistent herewith, to the Series 2024 Bonds. Any inconsistency between this Ordinance and the Supplemental Public Securities Act is intended as an exercise of the home rule legislative powers of the City.

Section 2.04. Bond Details.

(a) **Generally.** The provisions of the General Ordinance are hereby incorporated into this Series Ordinance. The Series 2024 Bonds shall be First-Lien Revenue Obligations within the meaning of the General Ordinance, secured by a first and prior (but not necessarily exclusive) lien upon the Net Pledged Revenues.

The Series 2024 Bonds shall be issued by the City Council of the City, as the governing body of the Enterprise, pursuant to the Code and the General Ordinance in fully registered form in denominations of \$5,000 or any integral multiple thereof; provided that no Series 2024 Bond shall be issued in any denomination larger than the aggregate principal amount of Series 2024 Bonds maturing on a single maturity date.

Pursuant to the recommendations of the Committee on Uniform Security Identification Procedures, CUSIP numbers may be printed on the Series 2024 Bonds.

The Series 2024 Bonds shall be issued in book-entry form through the facilities of The Depository Trust Company, and the appropriate officials of the City are authorized to execute such documents as are necessary to issue and deliver the Series 2024 Bonds in such form.

The Series 2024 Bonds shall be Fixed Rate Obligations.

The Series 2024 Bonds shall mature on August 1 in the years and in the aggregate principal amounts provided by a Final Terms Certificate; provided that the Series 2024

Bonds may mature within any period permitted by the Charter and Code but in any event not later than August 1, 2059. The Series 2024 Bonds shall bear interest accruing at fixed rates from the date as of which they are dated or the Interest Payment Date to which interest has been paid next preceding their respective dates, whichever is later, to their respective Maturity Dates, except if redeemed prior thereto, at rates not exceeding the Maximum Rate, all as determined by Final Terms Certificate.

Said interest shall be payable commencing not later than August 1, 2025, and semiannually thereafter at any convenient interval determined by Final Terms Certificate. If upon presentation at maturity the principal of any Series 2024 Bond is not paid as provided therein, interest shall continue thereon at the same interest rate until the principal thereof is paid in full.

The Debt Service Requirements of the Series 2024 Bonds shall be payable to the Owners of the Series 2024 Bonds in lawful money of the United States of America by the Paying Agent. The final installments of principal and interest shall be payable to the Owner of each Series 2024 Bond upon presentation and surrender thereof at maturity or upon prior redemption. Except as hereinbefore and hereinafter provided, the interest shall be payable to the Owner of each Series 2024 Bond determined as of the close of business on the Regular Record Date irrespective of any transfer of ownership of the Series 2024 Bond subsequent to the Regular Record Date and prior to such Interest Payment Date, by check or draft mailed to such Owner at the address appearing on the registration books of the City maintained by the Registrar. Any interest not paid when due and any interest accruing after maturity shall be payable to the Owner of each Series 2024 Bond entitled to receive such interest determined as of the close of business on the Special Record Date irrespective of any transfer of ownership of the Series 2024 Bond subsequent to the Special Record Date and prior to the date fixed by the Paying Agent for the payment of such interest, by check or draft mailed as aforesaid. Notice of the Special Record Date and of the date fixed for the payment of such interest shall be given by sending a copy thereof by certified or registered first-class, postage prepaid mail, at least 10 days prior to the special record date, to the Purchasers and to the Owner of each Series 2024 Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing at the address appearing on the registration books of the City. Any premium shall be payable to the Owner of each Series 2024 Bond redeemed upon presentation and surrender thereof upon prior redemption. If the date for making or giving any payment, determination or notice described herein is not a Business Day, such payment, determination or notice shall be made or given on the next succeeding Business Day.

(b) ***Redemption; Notice of Redemption.*** The Series 2024 Bonds may be made subject to optional redemption prior to their maturity at a price or prices equal to the principal amount of the Series 2024 Bonds so redeemed either without premium or plus a premium not to exceed 2% of the principal amount thereof, plus accrued interest to the date of redemption, at such times and in such manner as provided by Final Terms Certificate. The Series 2024 Bonds may also be made subject to mandatory redemption from sinking fund installments or otherwise, at such times and in such manner, at prices not exceeding the principal amount of the Series 2024 Bonds so redeemed plus accrued interest to the date of redemption, as provided by a Final Terms Certificate.

Series 2024 Bonds which are redeemable prior to their respective maturity dates may be redeemed in part if issued in denominations which are integral multiples of \$5,000. Such Series 2024 Bonds shall be treated as representing a corresponding number of separate Bonds in the denomination of \$5,000 each. Any such Series 2024 Bond to be redeemed in part shall be surrendered for partial redemption in the manner hereinafter provided for transfers of ownership. Upon payment of the redemption price of any such Series 2024 Bond redeemed in part the Owner thereof shall receive a new Series 2024 Bond or Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series 2024 Bond surrendered.

Notice of redemption shall be given by the Paying Agent in the name of the City by sending a copy thereof by certified or registered first-class postage prepaid mail, at least 30 days prior to the Redemption Date, to the Purchasers and to the Owner of each of the Series 2024 Bonds being redeemed determined as of the close of business on the day preceding the first mailing of such notice, at the addresses appearing on the registration books of the City maintained by the Registrar. Such notice shall specify the number or numbers of the Series 2024 Bonds to be redeemed, whether in whole or in part, and the date fixed for redemption and shall further state that on the Redemption Date there will be due and payable upon each Series 2024 Bond or part thereof so to be redeemed the principal amount or part thereof plus accrued interest thereon to the Redemption Date plus any premium due and that from and after such date interest will cease to accrue. For so long as the Series 2024 Bonds are in book-entry form through The Depository Trust Company or its nominee, any redemption notice may be given, in lieu of such mailing, by sending a copy thereof by Federal Express or other nationally recognized overnight delivery service, or by electronic means, to The Depository Trust Company or its nominee. In addition, the Paying Agent is hereby authorized to comply with any operational procedures and requirements of The Depository Trust Company relating to redemption of Series 2024 Bonds and notice thereof. Failure to mail or send any notice as aforesaid or any defect in any notice so given with respect to any Series 2024 Bond shall not affect the validity of the redemption proceedings with respect to any other Series 2024 Bond. Any Series 2024 Bonds redeemed prior to their respective maturity dates by call for prior redemption or otherwise shall not be reissued and shall be cancelled the same as Series 2024 Bonds paid at or after maturity. Any notice of redemption may state that it is conditioned upon the deposit of funds for redemption on or prior to the redemption date.

(c) ***Interest Rates.*** The maximum net effective interest rate authorized for any Series 2024 Bonds is 5.50% per annum. The actual net effective interest rate for the Series 2024 Bonds shall be determined by Final Terms Certificate.

(d) ***Execution and Authentication.*** The Series 2024 Bonds shall be executed by and on behalf of the Council as the governing body of the Enterprise, with the facsimile signature of the Mayor, shall bear a facsimile of the seal of the City, shall be attested with the facsimile signature of the City Clerk, and shall be authenticated with the manual signature of a duly authorized signatory of the Registrar. Should any officer whose facsimile signature appears on the Series 2024 Bonds cease to be such officer before delivery of the Series 2024 Bonds to the Purchasers, such facsimile signature shall nevertheless be valid and sufficient for all purposes. No Series 2024 Bond shall be valid

or become obligatory for any purpose or be entitled to any security or benefit under this Series Ordinance unless and until the certificate of authentication on such Series 2024 Bond shall have been duly executed by the Registrar, and such executed certificate upon any such Series 2024 Bond shall be conclusive evidence that such Series 2024 Bond has been authenticated and delivered under this Series Ordinance. The certificate of authentication on any Series 2024 Bond shall be deemed to have been duly executed by the Registrar if signed by an authorized signatory thereof, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Series 2024 Bonds.

(e) ***Registration, Transfer and Exchange.*** Upon their execution and authentication and prior to their delivery, the Series 2024 Bonds shall be registered for the purpose of payment of principal and interest by the Registrar. Thereafter, the Series 2024 Bonds shall be transferable only upon the registration books of the City maintained by the Registrar at the request of the Owner thereof or such Owner's duly authorized attorney-in-fact or legal representative. The Transfer Agent shall accept a Series 2024 Bond for registration or transfer only if the Owner is to be an individual, a corporation, a partnership, a limited liability company, a limited liability partnership, or a trust. A Series 2024 Bond may be transferred upon surrender thereof together with a written instrument of transfer duly executed by the Owner or such Owner's duly authorized attorney-in-fact or legal representative with guaranty of signature satisfactory to the Transfer Agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of the trust. The Transfer Agent shall not be required to transfer ownership of any Series 2024 Bond during the 15 days prior to the first mailing of any notice of redemption or to transfer ownership of any Series 2024 Bond selected for redemption on or after the date of such mailing. The Owner of any Series 2024 Bond or Bonds may also exchange such Series 2024 Bond or Bonds for another Series 2024 Bond or Bonds of authorized denominations. Transfers and exchanges shall be made at the expense of the transferor or exchanger, and the Transfer Agent may also require payment of a sum sufficient to defray any tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Series 2024 Bonds. No transfer of any Series 2024 Bond shall be effective until entered on the registration books of the City maintained by the Registrar. In the case of every transfer or exchange, the Registrar shall authenticate and the Transfer Agent shall deliver to the new owner a new Series 2024 Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum rate as the Series 2024 Bond or Bonds surrendered. Such Series 2024 Bond or Bonds shall be dated as of their date of authentication. New Series 2024 Bonds delivered upon any transfer or exchange shall be valid obligations, evidencing the same obligations as the Series 2024 Bonds surrendered, shall be secured by this Series Ordinance, the General Ordinance and any Final Terms Certificate and shall be entitled to all of the security and benefit hereof to the same extent as the Series 2024 Bonds surrendered. The City may deem and treat the person in whose name any Series 2024 Bond is last registered upon the books of the City as the absolute owner thereof for the purpose of receiving payment of the principal of and interest on such Series 2024 Bond and for all other purposes, and all such payments so made to such person or upon his order shall be valid and effective to satisfy and discharge the liability of the

City upon such Series 2024 Bond to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

(f) **Resignation of Agents.** If the Paying Agent, Registrar or Transfer Agent shall resign, or if the City shall reasonably determine that the Paying Agent, Registrar or Transfer Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each Owner of Series 2024 Bonds at the addresses last shown on the registration books of the City, appoint a successor paying agent, registrar or transfer agent. Every such successor Paying Agent, Registrar or Transfer Agent shall be a Commercial Bank or an official of the City. It shall not be required that the same person serve as Paying Agent, Registrar and Transfer Agent hereunder, but the City shall have the right to appoint and have the same person serve as Paying Agent, Registrar and Transfer Agent hereunder.

(g) **Replacement of Series 2024 Bonds.** If any Series 2024 Bond shall have been lost, destroyed or wrongfully taken, the City shall provide for the replacement thereof upon receipt of the evidence of such loss, destruction or wrongful taking, along with an indemnity bond and reimbursement for expenses reasonably satisfactory to it.

(h) **Recitals in Bonds.** Each Series 2024 Bond shall recite in substance that such Series 2024 Bond is a special and limited obligation payable solely out of and secured by an irrevocable, but not necessarily exclusive, pledge of the Net Pledged Revenues, that such Series 2024 Bond does not constitute a debt or an indebtedness or multiple fiscal-year debt or other financial obligation of the City within the meaning of any constitutional, Charter or statutory provision or limitation, that such Series 2024 Bond is not payable in whole or in part from the proceeds of general property taxes, and that the full faith and credit of the City is not pledged for the payment of the principal of or interest on such Series 2024 Bond. Each Series 2024 Bond shall further recite that it is issued under the authority of the Colorado Constitution, the Charter, the Code, the Supplemental Securities Act, the General Ordinance and this Series Ordinance.

Section 2.05. Form of Series 2024 Bond. The Series 2024 Bonds shall be offered in substantially the form set forth in this Section, with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the City executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). All covenants, statements, representations and agreements contained in the Series 2024 Bonds are hereby approved and adopted as the covenants, statements, representations and agreements of the City.

[FORM OF BOND]

(Text of Face)

**UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTIES OF ADAMS, ARAPAHOE AND DOUGLAS
CITY OF AURORA**

**ACTING BY AND THROUGH ITS UTILITY ENTERPRISE
FIRST-LIEN WATER REVENUE BOND
(SYSTEM IMPROVEMENTS PROJECT)
SERIES 2024**

No. R- _____ \$ _____

Interest Rate	Maturity Date	Original Date	CUSIP
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REGISTERED OWNER: **CEDE & CO.**
Tax Identification Number: 13-2555119

PRINCIPAL SUM: ** _____ DOLLARS**

The City Council of the City of Aurora, in the Counties of Adams, Arapahoe and Douglas and State of Colorado, acting as the governing body of the Utility Enterprise of said City, for value received, hereby promises to pay to the Registered Owner (specified above), or registered assigns, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum (specified above) or so much thereof as has been advanced by or on behalf of the Registered Owner, in lawful money of the United States of America, on the Maturity Date (specified above), with interest thereon from the Original Date (specified above), or the interest payment date to which interest has been paid next preceding the authentication date hereof, whichever is later, to the Maturity Date, except if redeemed prior thereto, at the per annum Interest Rate (specified above), payable semiannually on the first day of February and the first day of August of each year, commencing on _____, 20____, or the first such date after the date hereof, whichever is later, in the manner provided herein. If upon presentation at maturity payment of the Principal Sum is not made as provided herein, interest continues at the Interest Rate until the Principal Sum is paid in full.

Bonds of this series maturing in the years _____ through _____ are not subject to optional redemption prior to their respective maturity dates. Bonds of this series maturing in the year _____ and thereafter are subject to optional redemption prior to their respective maturity dates, in whole or in part in inverse order of maturity and by lot within a maturity, on _____ 1, 20____, and on any interest payment date thereafter, at a price equal to the principal amount of each Series 2024 Bond so redeemed plus accrued interest thereon to the redemption date plus a premium expressed as a percentage of the principal amount of each Series 2024 Bond so redeemed, depending on the redemption date, as follows:

Redemption Dates

Premiums

Bonds of this series which are redeemable prior to their respective maturity dates may be redeemed in part if issued in denominations which are integral multiples of \$5,000. In such case the Series 2024 Bond is to be surrendered in the manner provided for transfers of ownership. Upon payment of the redemption price the Registered Owner is to receive a new Series 2024 Bond or Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series 2024 Bond surrendered.

Notice of redemption of any Bonds of this series is to be given by the Paying Agent by sending a copy of such notice by certified or registered first-class postage prepaid mail, at least 30 days prior to the redemption date, to _____, _____, _____, the Original Purchase hereof, and to the registered owner of each of the Series 2024 Bonds being redeemed determined as of the close of business on the day preceding the first mailing of such notice at the address appearing on the registration books of the City. Such notice is to specify the number or numbers of the Series 2024 Bonds to be redeemed, whether in whole or in part, and the date fixed for redemption, and is further to state that on the redemption date there will be due and payable upon each Series 2024 Bond or part thereof so to be redeemed the principal amount or part thereof plus accrued interest thereon to the redemption date plus any premium due and that from and after such date interest will cease to accrue. For so long as the Series 2024 Bonds are in book-entry form through The Depository Trust Company or its nominee, such notice may be given, in lieu of such mailing, by sending a copy thereof, by Federal Express or other nationally recognized overnight delivery service, or by electronic means, to The Depository Trust Company or its nominee. In addition, if the Series 2024 Bonds are in book-entry form, the paying agent is authorized to comply with any operational procedures and requirements of The Depository Trust Company relating to redemption of bonds and notice thereof. Failure to mail or send any notice as aforesaid or any defect in any notice so given with respect to any Series 2024 Bond does not affect the validity of the redemption proceedings with respect to any other Series 2024 Bond.

The principal of, interest on and any premium due in connection with the redemption of this Series 2024 Bond are payable to the Registered Owner by UMB Bank, n.a., Colorado, or its successors, as Paying Agent. The principal and the final installment of interest are payable to the Registered Owner upon presentation and surrender of this Series 2024 Bond at maturity or upon prior redemption. Except as hereinbefore and hereinafter provided, the interest is payable to the Registered Owner determined as of the close of business on the regular record date, which is the fifteenth day of the calendar month next preceding the interest payment date, irrespective of any transfer of ownership hereof subsequent to the regular record date and prior to such interest payment date, by check or draft mailed to the Registered Owner at the address appearing on the registration books of the City maintained by UMB Bank, n.a., Denver, Colorado, or its successors, as Registrar. Any interest hereon not paid when due and any interest hereon accruing after maturity is payable to the Registered Owner determined as of the close of business on the special record

date, which is to be fixed by the Paying Agent for such purpose, irrespective of any transfer of ownership of this Series 2024 Bond subsequent to such special record date and prior to the date fixed by the paying agent for the payment of such interest, by check or draft mailed as aforesaid. Notice of the special record date and of the date fixed for the payment of such interest is to be given by sending a copy thereof by certified or registered first-class postage prepaid mail, at least 10 days prior to the special record date, to _____, _____, _____, and to the registered owner of each Series 2024 Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing, at the addresses appearing on the registration books of the City. Any premium is payable to the Registered Owner upon presentation and surrender of this Series 2024 Bond upon prior redemption. If the date for making or giving any payment, determination or notice described herein is not a Business Day, such payment, determination or notice is to be made or given on the next succeeding day which is a Business Day.

Payment of the principal of, interest on and any premium due in connection with the redemption of this Series 2024 Bond is to be made solely from, and as security for such payment there are irrevocably (but not necessarily exclusively) pledged, pursuant to the Water System General Ordinance (the "General Ordinance") and the Series Ordinance pertaining to the Bonds of this Series (the "Series Ordinance"), as supplemented by the Final Terms Certificate (the "Final Terms Certificate") pursuant to which this Series 2024 Bond is delivered (the General Ordinance, the Series Ordinance and the Final Terms Certificate being referred to collectively as the "Ordinances"), [two/a] special account[s], thereby identified as the Debt Service Account [and the Debt Service Reserve Account], into which the City Council, acting as the governing body of the Utility Enterprise of the City, has covenanted in the Ordinances to pay, from certain revenues derived from the operation and use of and otherwise pertaining to the Water System (the "System") of the City (the "Income") after provision is made only for the payment of all necessary and reasonable current expenses of operating, maintaining and repairing the System (such remaining revenues being referred to as the "Net Pledged Revenues"), sums sufficient to pay when due the principal of, interest on and any premium due in connection with the redemption of the Series 2024 Bonds and any parity securities payable from such revenues[, and to accumulate and maintain a specified reserve for such purposes]. In addition, the City may at its option augment such funds with any other moneys of the City legally available for expenditure for the purposes thereof as provided in the Ordinances.

It is hereby recited, certified and warranted that for the payment of the principal of, interest on, and any premium due in connection with the redemption of this Series 2024 Bond, the City has created and will maintain said special funds and will deposit the Net Pledged Revenues therein, and out of said special funds, as an irrevocable charge thereon, will pay the principal of, interest on, and any premium due in connection with the redemption of this Series 2024 Bond in the manner provided by the Ordinances.

The Bonds of this issue are equitably and ratably secured by a lien on the Net Pledged Revenues, and such Bonds constitute an irrevocable and first lien, but not necessarily an exclusive first lien, upon the Net Pledged Revenues. Bonds and other obligations, in addition to the Bonds of this issue, subject to expressed conditions, may be issued and made payable from the Net Pledged Revenues having a lien thereon subordinate and junior to the lien of the Bonds of this

issue or, subject to additional expressed conditions, having a lien thereon on a parity with the lien of such Bonds in accordance with the provisions of the Ordinances.

The City Council, acting as the governing body of the Utility Enterprise of the City, covenants and agrees with the Registered Owner hereof that it will keep and will perform all of the covenants of this Series 2024 Bond and of the Ordinances described below.

This Series 2024 Bond is authorized and issued for the purpose of defraying the cost of constructing and installing additions and improvements to the Water System of the City under the authority of and in full conformity with the Constitution of the State of Colorado, the City Charter, the City Code of the City, and all other applicable laws of the State of Colorado and pursuant to Ordinances, duly adopted, executed and delivered prior to the issuance of this Series 2024 Bond.

Reference is hereby made to the Ordinances for a description of the provisions, terms and conditions upon which the Bonds of this issue are issued and secured, including, without limitation, the nature and extent of the security for the Series 2024 Bonds, provisions with respect to the custody and application of the proceeds of the Series 2024 Bonds, the collection and disposition of the revenues and moneys charged with and pledged to the payment of the principal of, interest on, and any premium due in connection with the redemption of the Series 2024 Bonds, the terms and conditions on which the Series 2024 Bonds are issued, a description of the special funds referred to above and the nature and extent of the security and pledge afforded thereby for the payment of the principal of, interest on, and any premium due in connection with the redemption of the Series 2024 Bonds, and the manner of enforcement of said pledge, as well as the rights, duties, immunities and obligations of the City and the members of its Council, acting as such and as the governing body of the Utility Enterprise of the City, and also the rights and remedies of the registered owners of the Series 2024 Bonds.

To the extent and in the respects permitted by the Ordinances, the provisions thereof, or any instrument amendatory thereof or supplemental thereto, may be modified or amended by action of the City Council of the City taken in the manner and subject to the conditions and exceptions provided therein. The pledge of revenues and other obligations of the City and its Utility Enterprise under the Ordinances may be discharged at or prior to the maturity or prior redemption of the Series 2024 Bonds upon the making of provision for the payment of the Series 2024 Bonds on the terms and conditions set forth in the Ordinances.

It is hereby recited, certified and warranted that all the requirements of law have been fully complied with by the proper officers of the City and the Utility Enterprise of the City in the issuance of this Series 2024 Bond; that it is issued pursuant to and in strict conformity with the Constitution and all other laws of the State of Colorado, including the City Charter, the City Code and the Ordinances; that this Series 2024 Bond does not contravene any constitutional or statutory provision or limitation of the State of Colorado, or any provision or limitation of the City Charter; and that this Series 2024 Bond is issued under the authority of the Ordinances.

This Series 2024 Bond is issued pursuant to the Supplemental Public Securities Act, Part 2 of Article 57, Title 11, C.R.S., and this recital shall be conclusive evidence of the validity and the regularity of issuance of this Series 2024 Bond after its delivery for value.

This Series 2024 Bond is transferable only upon the registration books of the City by UMB Bank, n.a., Colorado, or its successors, as transfer agent, at the request of the Registered Owner or such Owner's duly authorized attorney-in-fact or legal representative, upon surrender hereof together with a written instrument of transfer duly executed by the Registered Owner or such Owner's duly authorized attorney-in-fact or legal representative with guaranty of signature satisfactory to the transfer agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of the trust. The transfer agent shall accept this Series 2024 Bond for registration or transfer only if the Registered Owner is to be an individual, a corporation, a partnership, a limited liability company, a limited liability partnership or a trust. The transfer agent is not required to transfer ownership of this Series 2024 Bond during the 15 days prior to the first mailing of any notice of redemption or to transfer ownership of any Series 2024 Bond selected for redemption on or after the date of such mailing. The Registered Owner may also exchange this Series 2024 Bond for another Series 2024 Bond or Bonds of authorized denominations. Transfers and exchanges are to be made at the expense of the transferor or exchanger, and the transfer agent may also require payment of a sum sufficient to defray any tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Series 2024 Bonds. No transfer of this Series 2024 Bond is to be effective until entered on the registration books of the City maintained by the registrar. In the case of every transfer or exchange, the registrar shall authenticate and the transfer agent shall deliver to the new registered owner a new Series 2024 Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum rate as the Series 2024 Bond or Bonds surrendered. Such Series 2024 Bond or Bonds shall be dated as of their date of authentication. The City may deem and treat the person in whose name this Series 2024 Bond is last registered upon the books of the City as the absolute owner hereof for the purpose of receiving payment of the principal of, interest on, and any premium due in connection with the redemption of this Series 2024 Bond and for all other purposes, and all such payments so made to such owner or upon such owner's order will be valid and effective to satisfy and discharge the liability of the City upon this Series 2024 Bond to the extent of the sum or sums so paid, and the City will not be affected by any notice to the contrary.

This Series 2024 Bond is a special and limited obligation payable solely out of and secured by an irrevocable, but not necessarily exclusive, pledge of the Net Pledged Revenues, as more specifically provided in the Ordinances. This Series 2024 Bond does not constitute a debt or an indebtedness or a multiple-fiscal year debt or other financial obligation of the City within the meaning of any constitutional, charter or statutory provision or limitation. This Series 2024 Bond is not payable in whole or in part from the proceeds of general property taxes or any other form of taxation, and the full faith and credit of the City is not pledged for the payment of the principal of or interest on this Series 2024 Bond.

IN WITNESS WHEREOF, the City Council of the City of Aurora, Colorado, acting as the governing body of the Utility Enterprise of said City, has caused this Series 2024 Bond to be executed in its name and on its behalf with the facsimile signature of the Mayor of the City, to be sealed with the facsimile seal of the City, and to be signed and attested with the facsimile signature of the City Clerk of the City.

[SEAL]

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

By _____
Mayor, City of Aurora, Colorado

Attest:

By _____
City Clerk, City of Aurora, Colorado

CERTIFICATE OF AUTHENTICATION

This Series 2024 Bond is one of the Series 2024 Bonds issued pursuant to the Ordinances herein described. [Printed on the reverse hereof][Attached hereto] is the complete text of the opinion of bond counsel, a signed copy of which, dated the date of the first delivery of the Series 2024 Bonds herein described, is on file with the undersigned.

Dated: _____

UMB Bank, n.a., as registrar

By _____
_____, Authorized Signatory

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Series 2024 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with the right of survivorship and not as tenants in common
UNIF GIFT MIN ACT	-	_____ Custodian _____ (Cust) (Minor)

under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used
though not on the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and Address of Assignee)

the attached Series 2024 Bond and does hereby irrevocably constitute and appoint _____, _____, _____, or its successor, to transfer said Series 2024 Bond on the books kept for registration thereof.

Dated: _____

Signature guaranteed:

[BANK, TRUST COMPANY OR FIRM]

By _____
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the attached Series 2024 Bond in every particular without alteration or enlargement or any change whatever.

TRANSFER FEE REQUIRED

[END OF FORM OF PUBLICLY OFFERED BOND]

Section 2.06. Series 2024 Bonds Equally Secured. The Series 2024 Bonds shall be secured by an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Net Pledged Revenues to the full extent provided in Section 5.01 of the General Ordinance, which lien shall be binding and enforceable as provided therein. The covenants and agreements herein set forth to be performed on behalf of the City and the Enterprise shall be for the equal benefit, protection and security of the Owners of any and all of the Series 2024 Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority

or distinction of any of the Series 2024 Bonds over any other thereof, except as otherwise expressly provided in or pursuant to this Series Ordinance.

Section 2.07. Special Obligations. All of the Series 2024 Bonds, as to all Debt Service Requirements thereof, shall be payable solely out of the Net Pledged Revenues. The Owners of the Series 2024 Bonds may not look to the general fund or any other fund of the City for the payment of the Debt Service Requirements, except the special funds and accounts pledged therefor. The Series 2024 Bonds shall not constitute a debt or indebtedness or multiple-fiscal year debt or other financial obligation of the City within the meaning of any constitutional, Charter or statutory provision or limitation, and the Series 2024 Bonds shall not be considered or held to be general obligations of the City, but shall constitute special and limited obligations of the City, acting by and through the Enterprise. The Series 2024 Bonds are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation, and the full faith and credit of the City is not pledged for payment of the Series 2024 Bonds.

ARTICLE III

SPECIAL ACCOUNTS

The proceeds of the Series 2024 Bonds and the Income shall be deposited by the City in the accounts described in this Article III, to be accounted for in the manner and priority set forth in this Article III.

Neither the Purchasers nor any subsequent Owner of any Series 2024 Bonds shall be in any manner responsible for the application or disposal by the City or by any of its officers, agents or employees of the moneys derived from the sale of the Series 2024 Bonds or of any other moneys designated in this Article III.

Section 3.01. Series 2024 Debt Service Subaccounts. There are hereby established within the Debt Service Account a Series 2024 Interest Subaccount and a Series 2024 Principal Subaccount. The Series 2024 Interest Subaccount shall be used to account for funds of the Debt Service Account allocable to payments of interest on the Series 2024 Bonds, and the Series 2024 Principal Subaccount shall be used to account for funds of the Debt Service Account allocable to payments of principal of the Series 2024 Bonds. The funds in the Series 2024 Interest Subaccount and the Series 2024 Principal Account are hereby appropriated for such purposes.

Section 3.02. Series 2024 Construction Account. The net proceeds of the Series 2024 Bonds shall be held in the Series 2024 Construction Account and applied to the Project. Any funds remaining in such account after completion of the Project may be applied to other additions and improvements to the System or to the payment of principal of or interest on the Series 2024 Bonds or to any other lawful purpose of the City or the Enterprise. Upon the Completion Date any moneys remaining in the Construction Account may applied to reduce the principal balance of the Series 2024 Bonds Outstanding and the schedule of principal payments may be adjusted accordingly, all as may be provided by Final Terms Certificate.

Section 3.03. Series 2024 Costs of Issuance Subaccount. The portion of the proceeds of the Series 2024 Bonds reasonably required to pay the costs of issuance thereof shall be deposited

in the Series 2024 Costs of Issuance Subaccount, which is hereby established within the Series 2024 Construction Account, and used, to the extent required, for the payment of Costs of Issuance of the Series 2024 Bonds, and to the extent of any excess, for any other Costs of the Series 2024 Project.

Section 3.04. Series 2024 Debt Service Reserve Account. Pursuant to Section 3.04 of the General Ordinance, but only to the extent provided by Final Terms Certificate, there shall be established in connection with the Series 2024 Bonds a Debt Service Reserve Account to be known as the Series 2024 Debt Service Reserve Account. The Series Ordinance authorizing any Series of Additional First-Lien Revenue Obligations may provide that such Additional First-Lien Revenue Obligations are secured by the Series 2024 Debt Service Reserve Account as a common reserve on the same basis and subject to the same requirements as the Series 2024 Bonds, or may provide for a separate Debt Service Reserve Account for such Additional First-Lien Revenue Obligations. Subject to the payments required by Sections 3.02 and 3.03 of the General Ordinance and except as provided in Section 3.05 thereof, from the Net Pledged Revenues or the proceeds of the Series 2024 Bonds, or both, there shall be credited from time to time to the Series 2024 Debt Service Reserve Account moneys sufficient to accumulate and maintain the Series 2024 Debt Service Reserve Account at an amount at least equal to the Series 2024 Reserve Requirement. The dollar amount of the Series 2024 Reserve Requirement may be recalculated and reduced, but not increased, from time to time by the City as necessary to apply the Series 2024 Reserve Requirement to the remaining Debt Service Requirements of the Series 2024 Bonds; provided that the Series 2024 Reserve Requirement shall not be reduced to an amount less than the lesser of (a) the Maximum Annual Debt Service Requirements of the Series 2024 Bonds, or (b) 125% of the Average Annual Debt Service Requirements of the Series 2024 Bonds. The moneys required to be deposited to the Series 2024 Debt Service Reserve Account, excluding any investment earnings which may be transferred to the Series 2024 Excess Investment Earnings Account to be rebated to the federal government, shall be set aside, accumulated and, if necessary, reaccumulated from time to time and maintained as a continuing reserve to be used, except as otherwise expressly provided in the General Ordinance or this Series Ordinance, only to prevent deficiencies in payment of the Debt Service Requirements of the Series 2024 Bonds then Outstanding resulting from failure to deposit into the Debt Service Account sufficient funds to pay such Debt Service Requirements as the same become due, and such funds are hereby appropriated for such purpose. To the extent and in the manner permitted by the General Ordinance a surety bond or other instrument issued by Credit Facility Provider may be used in lieu of cash to satisfy the Series 2024 Reserve Requirement. The amount of the Series 2024 Reserve Requirement and any other necessary details in connection with the Series 2024 Debt Service Reserve Account shall be determined by Final Terms Certificate.

Section 3.05. Series 2024 Excess Investment Earnings Account. The Director of Finance shall transfer into and pay from the Series 2024 Excess Investment Earnings Account hereby created within the Water Fund the amount of required arbitrage rebate, if any, due to the federal government pursuant to Section 148(f)(2) of the Tax Code, and the applicable Treasury regulations (the “Regulations”) promulgated thereunder. The Director of Finance shall determine such amounts in the manner required by said sections and related regulations and Section 4.01(f) hereof. Transfer of the required arbitrage rebate amounts shall be made from the Series 2024 Construction Account, the Debt Service Account and the Series 2024 Debt Service Reserve Account; provided, however, that required arbitrage rebate payments shall be made to the federal

government from legally available funds regardless of whether there are any remaining proceeds or other funds attributable to the Series 2024 Bonds that are available for the purpose.

All amounts in the Series 2024 Excess Investment Earnings Account, including income earned from investment thereof, shall be held by the Director of Finance free and clear of any lien created by this Series Ordinance, and the Director of Finance shall remit the same to the federal government from time to time as provided in Section 4.01(f) hereof; provided that any amounts remaining in the Series 2024 Excess Investment Earnings Account after payment of, or in excess of, all arbitrage rebate payments reasonably expected to be due in connection with the Series 2024 Bonds shall be available for any lawful purpose of the Enterprise or the City. The amounts, if any, in the Series 2024 Excess Investment Earnings Account are hereby appropriated for such purposes.

Section 3.06. Reborrowing. Any reborrowing of previously paid principal shall be subject to the same provisions and limitations hereunder as other Series 2024 Bonds and shall be conditioned upon the receipt by each Registered Owner of an opinion of Bond Counsel to the effect that interest accruing on the reborrowed amount shall have the same treatment for federal and Colorado income tax purposes as interest on all other Series 2024 Bonds.

ARTICLE IV

SERIES 2024 COVENANTS

Section 4.01. Federal Income Tax Covenants. In addition to the various covenants made by it in the General Ordinance, to the extent that any series or subseries of the Series 2024 Bonds are issued on a tax-exempt basis, the City covenants to and for the benefit of the Owners of such series or subseries of the Series 2024 Bonds as follows:

(a) **General.** The City intends that the interest on such series or subseries of the Series 2024 Bonds shall be excludable from gross income for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Tax Code, and Regulations. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on such series or subseries of the Series 2024 Bonds to be includable in gross income, as defined in Section 61 of the Tax Code, for federal income tax purposes. In particular, the City covenants and agrees to comply with each requirement of this Section 4.01; provided, however, that the City shall not be required to comply with any particular requirement of this Section 4.01 if the City has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such series or subseries of the Series 2024 Bonds or if the City has received a Counsel’s Opinion to the effect that compliance with some other requirement set forth in this Section 4.01 will satisfy the applicable requirements of the Tax Code and the Regulations, in which case compliance with such other requirement specified in such Counsel’s opinion shall constitute compliance with the corresponding requirement specified in this Section 4.01.

(b) **No Private Use or Payment and No Private Loan Financing.** The City covenants and agrees that it will make such use of the proceeds of such series or subseries

of the Series 2024 Bonds including interest or other investment income derived from related Series 2024 Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that such series or subseries of the Series 2024 Bonds will not be “private activity bonds” or be deemed to finance any “private loan” within the meaning of the Tax Code and the Regulations promulgated thereunder. Moreover, the City shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date such series or subseries of the Series 2024 Bonds are delivered, that the proceeds of such series or subseries of the Series 2024 Bonds will not be used in a manner that would cause such series or subseries of the Series 2024 Bonds to be “private activity bonds” within the meaning of Section 141 of the Tax Code and the Regulations promulgated thereunder.

(c) **No Federal Guarantee.** The City covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause such series or subseries of the Series 2024 Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code and the applicable Regulations thereunder, except as permitted by Section 149(b)(3) of the Tax Code and such Regulations.

(d) **No Hedge Bonds.** The City covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause such series or subseries of the Series 2024 Bonds to be “hedge bonds” within the meaning of Section 149(g) of the Tax Code and the applicable Regulations thereunder.

(e) **No Arbitrage.** The City covenants and agrees that it will make such use of the proceeds of such series or subseries of the Series 2024 Bonds including interest or other investment income derived from related Series 2024 Bond proceeds, regulate investments of proceeds of such series or subseries of the Series 2024 Bonds, and take such other and further action as may be required so that such series or subseries of the Series 2024 Bonds will not be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code and the applicable Regulations promulgated thereunder. Moreover, the City shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date such series or subseries of the Series 2024 Bonds are delivered, the City will reasonably expect that the proceeds of such series or subseries of the Series 2024 Bonds will not be used in a manner that would cause such series or subseries of the Series 2024 Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code and the applicable Regulations promulgated thereunder.

(f) **Arbitrage Rebate.** If the City does not qualify for an exception to the requirements of Section 148(f) of the Tax Code relating to the required rebate to the United States of America, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of such series or subseries of the Series 2024 Bonds (within the meaning of Section 148(f)(6)(B) of the Tax Code), be rebated to the federal government. Specifically, the City will

(i) maintain records regarding the investment of the gross proceeds of such series or subseries of the Series 2024 Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of such series or subseries of the Series 2024 Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City; (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of such series or subseries of the Series 2024 Bonds which is required to be rebated to the federal government; and (iii) pay, not less often than every fifth anniversary date of the delivery of such series or subseries of the Series 2024 Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of such series or subseries of the Series 2024 Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) ***Information Reporting.*** The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the fifteenth day of the second calendar month after the close of the calendar quarter in which such series or subseries of the Series 2024 Bonds are issued, an information statement concerning the Series 2024 Bonds, all under and in accordance with Section 149(e) of the Tax Code and the applicable Regulations promulgated thereunder.

(h) ***Continuing Obligation.*** Notwithstanding any other provision of this Series Ordinance, the City's obligations under the covenants and provisions of this Section 4.01 shall survive the defeasance and discharge of such series or subseries of the Series 2024 Bonds.

Section 4.02. Rate Maintenance; Rate Study Requirement. Notwithstanding anything in this Ordinance or the General Ordinance, so long as the Net Pledged Revenues in any calendar year are sufficient to pay at least 100% of the Combined Annual Debt Service Requirements of all Outstanding First-Lien Revenue Obligations and 100% of the Combined Annual Debt Service Requirements of all Outstanding Subordinate Revenue Obligations, the failure to meet the rate maintenance requirements of Section 6.01 of the General Ordinance in such calendar year shall not constitute an Event of Default, so long as the City shall, within 180 days after the end of such calendar year, promptly retain and cause an Independent Accountant or a Consulting Engineer, as such terms are defined in the General Ordinance, to prepare a rate study for the purpose of recommending a schedule of rates, fees and charges for the use of the System which in the opinion of the firm conducting the study will be sufficient to provide Income to be collected in the next succeeding calendar year which will allow compliance with such rate maintenance requirements. The City shall, within three (3) months of receipt of such study, and in any event before the end of the calendar year, adopt rates, fees and charges for the use of the System, based upon the

recommendations contained in such study, which will provide compliance with such rate maintenance requirements in the next succeeding calendar year.

ARTICLE V

MISCELLANEOUS

Section 5.01. Enterprise Status. The City represents that the Enterprise is currently qualified as an “enterprise” for purposes of Article X, Section 20 of the constitution and covenants that it will cause the Enterprise to maintain such status during the current fiscal year.

Section 5.02. Sale of Series 2024 Bonds. The Series 2024 Bonds shall be Publicly Offered at negotiated sale at a price, to be determined by a Final Terms Certificate, not less than 96% of their principal amount plus accrued interest to the date of their delivery to the Purchasers. The Series 2024 Bonds shall be Publicly Offered with an Official Statement. The Mayor and the Clerk, on behalf of the Enterprise, are authorized pursuant to this Series Ordinance and a Final Terms Certificate to take all such actions as reasonably required for the purpose of specifying the terms and conditions of sale of the Series 2024 Bonds and effecting their delivery to the Purchasers.

Section 5.03. Character of Agreement. None of the covenants, agreements, representations or warranties contained herein or in the Series 2024 Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except for the special funds pledged therefor) or against the general credit of the City payable out of its general funds or out of any funds derived from its general property taxes.

Section 5.04. No Pledge of Property. The payment of the Series 2024 Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City except for the Net Pledged Revenues and other funds expressly pledged hereunder. No property of the City, subject to such exception with respect to the Net Pledged Revenues and other funds, as provided herein and in the General Ordinance, shall be liable to be forfeited or taken in payment of the Series 2024 Bonds.

Section 5.05. Delegated Duties. The officers of the City are hereby authorized and directed to enter into such agreements and take all action necessary or appropriate to effectuate the provisions of this Series Ordinance and to comply with the requirements of law, including, without limitation:

(a) ***Preparation of Series 2024 Bonds.*** The preparation of the Series 2024 Bonds, including the printing upon or attachment to each such Bond of a copy of the approving legal opinion of bond counsel, duly certified by the Registrar, and, if necessary or desirable pending delivery of printed Series 2024 Bonds, the preparation of one or more temporary typewritten Series 2024 Bonds in an aggregate principal amount equal to that of the Series 2024 Bonds, otherwise in substantially the same form and bearing the same terms, to be delivered to the Purchasers and thereafter to be exchanged by the Purchasers for printed Bonds when the same are received by the City;

(b) ***Execution, Registration and Delivery of Series 2024 Bonds.*** The execution and registration of the Series 2024 Bonds and the delivery of the Series 2024 Bonds to the Purchasers pursuant to the provisions of this Series Ordinance;

(c) ***Information.*** The assembly and dissemination of financial and other information concerning the City and the Series 2024 Bonds;

(d) ***Official Statement and Continuing Disclosure Undertaking.*** The preparation of an Official Statement for the use of prospective buyers of the Series 2024 Bonds, including, without limitation, the Purchasers, and in connection therewith, the delivery and performance of the Continuing Disclosure Undertaking; and

(e) ***Related or Ancillary Documents; Closing Certificates.*** The execution of any related or ancillary documents as provided by Final Terms Certificate, to the extent not inconsistent with this Ordinance or necessary to effectuate the transactions authorized hereby, together with such certificates as may be reasonably required by the Purchasers, relating, inter alia, to:

(i) the signing of the Series 2024 Bonds;

(ii) the tenure and identity of the officials of the City;

(iii) if in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Series 2024 Bonds;

(iv) the excludability of interest on the Series 2024 Bonds from gross income for federal income tax purposes and the exemption of such interest from State income tax;

(v) the delivery of the Series 2024 Bonds and the receipt of the Series 2024 Bond purchase price; and

(vi) the accuracy and adequacy of information provided in the Official Statement, if any, prepared for prospective buyers of Publicly Offered Series 2024 Bonds.

Section 5.06. Successors. Whenever herein the City is named or is referred to, such provision shall be deemed to include any successors of the City, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the City contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agency, instrumentality or other Person or Persons to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City or of its respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

Section 5.07. Rights and Immunities. Except as herein otherwise expressly provided, nothing herein expressed or implied is intended or shall be construed to confer upon or to give to

any Person, other than the City, and the Owners from time to time of the Series 2024 Bonds, any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All of the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, and any Owner of any of the Series 2024 Bonds.

No recourse shall be had for the payment of the Debt Service Requirements of the Series 2024 Bonds or for any claim based thereon or otherwise upon this Series Ordinance authorizing their issuance or any other ordinance or instrument pertaining thereto, against any individual member of the Council, or any officer or other agent of the City, past, present or future, either directly or indirectly through the City, or otherwise, whether by virtue of any constitution, statute or rule of law or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Series 2024 Bonds and as a part of the consideration of their issuance specially waived and released.

Section 5.08. Ratification. All action not inconsistent with the provisions of this Series Ordinance heretofore taken by the City or its officers, and otherwise by the City directed toward the Series 2024 Project, the adoption of this Ordinance or the issuance of the Series 2024 Bonds for the purposes described herein is hereby ratified, approved and confirmed.

Section 5.09. Facsimile Signatures. Pursuant to the Uniform Facsimile Signature of public Officials Act, Part 1, Article 55, Title 11, C.R.S., as amended, the Mayor and the City Clerk shall forthwith, and in any event prior to the time the Series 2024 Bonds are delivered to the Purchasers, file with the Colorado Secretary of State their manual signatures certified by them under oath.

Section 5.10. Ordinance Irrepealable. This Series Ordinance is, and shall constitute, a legislative measure of the City and after any of the Series 2024 Bonds are issued, this Series Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Series 2024 Bonds; and this Series Ordinance, if any Series 2024 Bonds are in fact issued, shall be and shall remain irrepealable until the Series 2024 Bonds, as to all Debt Service Requirements, shall be fully paid, cancelled and discharged, as herein provided.

Section 5.11. Repealer. All ordinances, resolutions, bylaws, orders, and other instruments, or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw, order, or other instrument, or part thereof, heretofore repealed.

Section 5.12. Severability. If any section, paragraph, clause or other provision of this Series Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Series Ordinance.

Section 5.13. Effective Date; Expiration. This Series Ordinance shall take effect 30 days after publication following final passage. This Series Ordinance shall expire to the extent that the Series 2024 Bonds authorized herein are not issued by December 31, 2024.

Section 5.14. Publication by Reference. Pursuant to Section 5-5 of the Charter of the City and the City Code, this Series Ordinance may be published either in full or in summary form.

Section 5.15. Disposition of Ordinance. This Series Ordinance, immediately on its final passage, shall be numbered and recorded in the Book of Ordinances kept for that purpose, authenticated by the signatures of the Mayor and Clerk, and shall be published as required by law.

INTRODUCED, READ AND ORDERED PUBLISHED this 28th day of October, 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE this ___ day of _____,
2024.

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

By _____
MIKE COFFMAN, Mayor

Attest:

By _____
KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

By *Hanosky Hernandez* _____
HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: 2024 Ballot Initiatives (Resolution)
Item Initiator: Liz Rogers, Intergovernmental Relations Manager, General Management
Staff Source/Legal Source: Liz Rogers, Intergovernmental Relations Manager, General Management / George Koumantakis, Manager of Client Services, City Attorney
Outside Speaker: n/a
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: NA

2nd Regular Meeting (if applicable): NA

Item requires a Public Hearing: Yes No

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

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

Sponsor: Anglea Lawson, Council Member
 Liz Rogers, Intergovernmental Relations Manager, General Management / George Koumantakis, Manager of Client Services, City Attorney
 Estimated time: 10 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Federal, State & Intergovernmental Relations

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 Federal, State, and Intergovernmental Relations Committee is the standing committee that oversees Aurora's relationship with our state legislative and federal congressional delegations. As empowered by Council Rules, the FSIR committee shall debate and take position on proposed state legislation on behalf of the City of Aurora. Staff will answer questions as needed under the request of Council Members or the Mayor

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

The FSIR committee held a regular meeting on September 20th, 2024 and had a presentation regarding state and local ballot measures. It was requested to share this presentation before council and the process Council needs to take to take positions on ballot measures.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does any council members wish to pursue a resolution to take a position on a ballot measure?

LEGAL COMMENTS

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 majority support of Council, which shall be a requirement to the passage of any such resolution. (Rules of Order and Procedure for the Aurora City Council, Appendix F, Paragraph (b). (Koumantakis)



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: 2024 Ballot Initiatives
Item Initiator: Liz Rogers, Intergovernmental Relations Manager
Staff Source/Legal Source: Liz Rogers, Intergovernmental Relations Manager
Outside Speaker: None
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

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: 10/14/2024

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.)*

Jason has confirmed this should be on 10/14 and not 10/28.

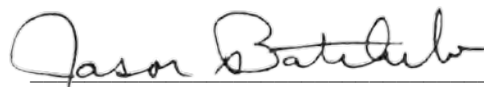
I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Agenda Item Initiator Name

Late Submission Approver Name (Council Appointee or DCM)

Agenda Item Initiator Signature

Date

 10/10/24

Late Submission Approver Signature Date



2024 Ballot Initiatives

Liz Rogers, Intergovernmental Relations Manager

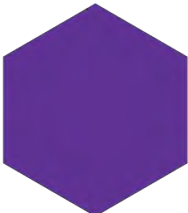
Agenda



Council Positions on Ballot Initiatives



2024 City, County, and State Ballot Constitution and Statue changes – Information Only



Discussion/Questions

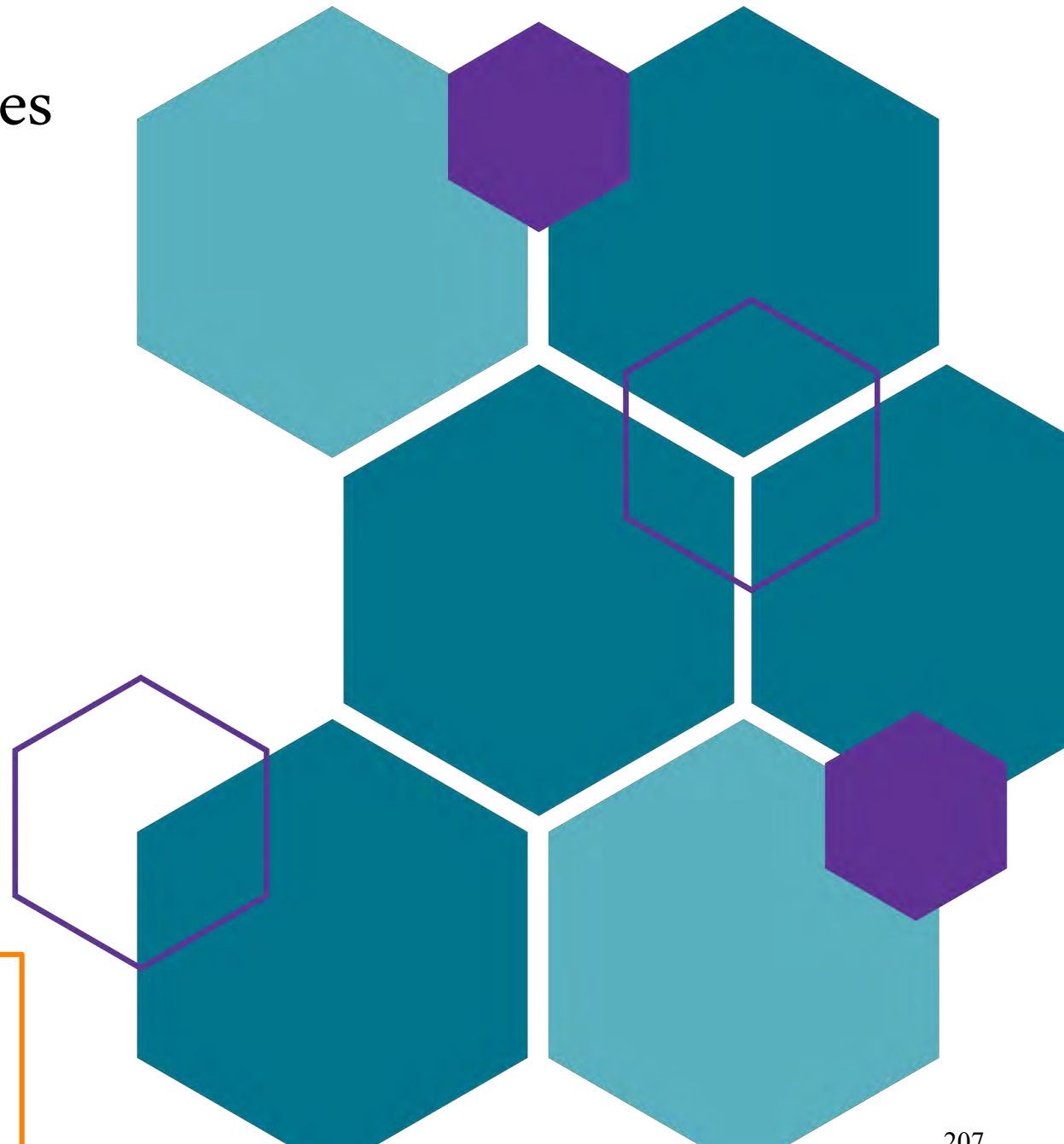


Council Positions on Ballot Initiatives

“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 majority support of Council, which shall be a requirement to the passage of any such resolution.”

Rules of Order and Procedure: Section B of Appendix F.
(R2023-82; passed 7/31/2023)

City Staff does not have recommendations for official ballot positions and will defer to Council and the Mayor to introduce Resolutions to support specific ballot initiatives.





Ballot Initiatives

(Information Only)

Amendment G: Modify Property Tax Exemption for Veterans with Disabilities

The concurrent resolution submits a constitutional amendment to the voters of the state at the 2024 general election that will, if approved, expand eligibility for the homestead exemption by allowing a veteran who has individual unemployability status, as determined by the U.S. department of veterans affairs, to claim the exemption. In most cases, to have individual unemployability status, a veteran must be unable to keep a steady job because the veteran either has at least one service-connected disability rated at 60% or more or has 2 or more service-connected disabilities with at least one disability rated at 40% or more disabling and a combined rating of 70% or more disabling.

Ballot Title: Shall there be an amendment to the Colorado constitution concerning the expansion of eligibility for the property tax exemption for veterans with a disability to include a veteran who does not have a service-connected disability rated as a one hundred percent permanent disability but does have individual unemployability status?

FROM THE LEGISLATURE: HCR23-1002

Modification to Property Tax Exemption For Veterans With A Disability



Amendment H: Judicial Discipline Procedures and Confidentiality

This amendment would set up a new [independent judicial discipline board](#), made up of judges, attorneys and members of the public. The board would conduct disciplinary hearings and hear appeals of informal remedial sanctions handed down by the Commission on Judicial Discipline. This would amend the CO Constitution to create an independent adjudicative board to preside over ethical misconduct hearings involving judges and allow for increased public access to judicial discipline proceedings and records.

Ballot Title: Shall there be an amendment to the Colorado constitution concerning judicial discipline, and, in connection therewith, establishing an independent judicial discipline adjudicative board, setting standards for judicial review of a discipline case, and clarifying when discipline proceedings become public?



Amendment I: Constitutional Bail Exception for First Degree Murder

The amendment would tighten state sentencing terms, restoring the ability of judges to deny bail to people charged with first degree murder when certain criteria are met. If the measure passes, judges would be able to deny bail in first degree murder cases when the proof is evident or the presumption is great that the person committed the crime. For reference, first degree murder includes: a premeditated intent to kill; showing extreme indifference to human life while engaging in conduct that could knowingly kill another person which then results in a death; providing a controlled substance to a child on school grounds who dies as a result; or a person in a position of trust knowingly causing the death of someone under 12 years old.

Ballot Title: Shall there be an amendment to the Colorado constitution concerning creating an exception to the right to bail for cases of murder in the first degree when proof is evident or presumption is great?

FROM THE LEGISLATURE: HCR24-1002
Constitutional Bail Exception First Degree Murder



Amendment J: Repealing the Definition of Marriage in the Constitution

The [initiative would repeal a portion of the state constitution that reads](#): “Only a union of one man and one woman shall be valid or recognized as a marriage in this state.”

Ballot Title: Shall there be an amendment to the Colorado constitution removing the ban on same-sex marriage?



Amendment K: Modify Constitutional Election Deadlines

This constitutional amendment [would move up by one week the deadlines for citizen initiatives](#) to file their petition signatures. The same change would also apply to the Declaration of Intent judges and justices must file if they seek to run for retention. The proposal would also require nonpartisan research staff to publish the official text and titles of ballot measures a month earlier. This would specifically make deadlines one week earlier for citizens to submit signatures for initiative and referendum petitions, and for judges to file declarations of intent to seek another term; and require that the content of ballot measures be published in local newspapers 30 days earlier than under current law.

Ballot Title: Shall there be an amendment to the Colorado constitution concerning the modification of certain deadlines in connection with specified elections?



Proposition JJ: Retain Additional Sports Betting Tax Revenue

This measure would allow the state to keep and spend all revenue from the existing tax on the net proceeds of licensed sports betting (sports betting tax), including revenue in excess of the \$29 million fiscal year estimate approved in Proposition DD from 2019.

All revenue from the sports betting tax up to \$29 million annually, together with all revenue derived by the division of gaming in the department of revenue, will continue to be used to pay for the regulation of sports betting, to offset losses to other wagering revenue recipients, and to support responsible gaming, with any remaining money being transferred to the water plan implementation cash fund.

All sports betting tax revenue in excess of \$29 million annually will be transferred to the water plan implementation cash fund to be used for water conservation and protection projects.

Ballot Title: Without raising taxes, may the state keep and spend all sports betting tax revenue above voter-approved limits to fund water conservation and protection projects instead of refunding revenue to casinos?

FROM THE LEGISLATURE: HB24-1436
Sports Betting Tax Revenue Voter Approval



Proposition KK: Firearms and Ammunition Excise Tax

Proposition KK referred to the voters would enact a 6.5% excise tax on the net taxable sales of firearm dealers, firearms manufacturers, and ammunition vendors from the retail sale of any firearm, firearm precursor part, or ammunition in Colorado. The ballot issue allows the state to keep and spend all new excise tax revenue which will be used to fund mental health services, including for military veterans and at-risk youth, school safety and gun violence prevention.

Firearm dealers, firearm manufacturers, and ammunition sellers are responsible for paying the new tax on their retail sales. Sellers with annual sales of less than \$20,000 are exempt from the tax. Retail sales to law enforcement officers, law enforcement agencies, and active duty military members are also exempt from the tax. Private sales between individuals who are not firearm dealers, firearm manufacturers, or ammunition vendors are not subject to the new tax.

Ballot Title: SHALL STATE TAXES BE INCREASED BY \$39,000,000 ANNUALLY TO FUND MENTAL HEALTH SERVICES, INCLUDING FOR MILITARY VETERANS AND AT-RISK YOUTH, SCHOOL SAFETY AND GUN VIOLENCE PREVENTION, AND SUPPORT SERVICES FOR VICTIMS OF DOMESTIC VIOLENCE AND OTHER VIOLENT CRIMES BY AUTHORIZING A TAX ON GUN DEALERS, GUN MANUFACTURERS, AND AMMUNITION VENDORS AT THE RATE OF 6.5% OF THE NET TAXABLE SALES FROM THE RETAIL SALE OF ANY GUN, GUN PRECURSOR PART, OR AMMUNITION, WITH THE STATE KEEPING AND SPENDING ALL OF THE NEW REVENUE AS A VOTER-APPROVED REVENUE CHANGE?

Firearms & Ammunition Excise Tax



Amendment 79: Constitutional Right to Abortion

This initiative would provide a right to abortion in the state constitution. The initiative would prohibit the state or local governments from denying or impeding the right to an abortion and allow abortion to be a covered service under health insurance plans.

The initiative would repeal Section 50 of Article V of the Colorado Constitution, adopted in 1984, which prohibited the use of public funds for abortion.

Ballot Title: Shall there be a change to the Colorado constitution recognizing the right to abortion, and, in connection therewith, prohibiting the state and local governments from denying, impeding, or discriminating against the exercise of that right, allowing abortion to be a covered service under health insurance plans for Colorado state and local government employees and for enrollees in state and local governmental insurance programs?

Placed on the ballot by citizen initiative



Amendment 80: Constitutional right to school choice

This would amend the state constitution to create the right to school choice for children in kindergarten through twelfth grade (K-12) and create the right for parents to direct the education of their children; and define school choice to include public neighborhood and charter schools, private schools, homeschools, open enrollment options, and future innovations in education.

Ballot Title: Shall there be an amendment to the Colorado constitution establishing the right to school choice for children in kindergarten through 12th grade, and, in connection therewith, declaring that school choice includes neighborhood, charter, and private schools; home schooling; open enrollment options; and future innovations in education?

Placed on the ballot by citizen initiative



Proposition 127: Prohibit Bobcat, Lynx, and Mountain Lion Hunting

Proposition 127 would prohibit intentionally killing, wounding, pursuing, entrapping, or discharging a deadly weapon at bobcats, lynx, and mountain lions in Colorado. While the measure uses the term “trophy hunting,” it bans all hunting, pursuing, or entrapping of bobcats, lynx, and mountain lions regardless of intent. Individuals convicted of any of these activities are subject to up to 364 days in jail, a fine of up to \$1,000, or both, and a five-year prohibition on holding a license issued by Colorado Parks and Wildlife, with more stringent penalties for subsequent convictions.

Certain scenarios are not unlawful under the measure including: in the defense of human life, livestock, personal property, or a motor vehicle; by an employee or contractor of any federal, state, or local agency acting in an official capacity or with a special license from CPW, including to manage animals that pose a threat to agricultural resources; as a result of an accident involving a motor vehicle, vessel, or train; or for scientific research or humane euthanasia.

Ballot Title: Shall there be a change to the Colorado Revised Statutes concerning a prohibition on the hunting of mountain lions, lynx, and bobcats, and, in connection therewith, prohibiting the intentional killing, wounding, pursuing, entrapping, or discharging or releasing of a deadly weapon at a mountain lion, lynx, or bobcat; creating eight exceptions to this prohibition including for the protection of human life, property, and livestock; establishing a violation of this prohibition as a class 1 misdemeanor; and increasing fines and limiting wildlife license privileges for persons convicted of this crime?

Placed on the ballot by citizen initiative



Proposition 128: Parole Eligibility for Crimes of Violence

Under Initiative 128, people convicted of certain offenses would have to serve at least 85 percent (currently 75%) of their sentence before becoming eligible for parole or early release for good behavior. The initiative would also require anyone convicted of any of the listed offenses three or more times to serve their complete sentence, without any chance of early release.

Crimes of violence covered by the measure are murder (second degree), sexual assault (first or second degree), aggravated robbery, and the most serious cases of assault (first degree), kidnapping (class 2 felony), arson (first degree), and burglary (first degree).

Ballot Title: Shall there be a change to the Colorado Revised Statutes concerning parole eligibility for an offender convicted of certain crimes, and, in connection therewith, requiring an offender who is convicted of second degree murder; first degree assault; class 2 felony kidnapping; sexual assault; first degree arson; first degree burglary; or aggravated robbery committed on or after January 1, 2025, to serve 85 percent of the sentence imposed before being eligible for parole, and requiring an offender convicted of any such crime committed on or after January 1, 2025, who was previously convicted of any two crimes of violence, not just those crimes enumerated in this measure, to serve the full sentence imposed before beginning to serve parole?

Placed on the ballot by citizen initiative



Proposition 129: Establishing Veterinary Professional Associates

The measure would create a new mid-level position called a veterinary professional associate, or VPA. Those would be people with Master's degrees in veterinary care who could diagnose animals, perform routine surgeries, and order and perform tests and procedures under the supervision of a licensed veterinarian.

At a minimum, a qualified veterinary professional associate must receive a master's degree in veterinary clinical care, or an equivalent degree determined by the state board. The state board may also adopt additional credentials or testing requirements to become a veterinary professional associate in the state. Similar to a vet tech or vet tech specialist, this new professional may perform tasks that are within their advanced education and training, while under the supervision of a veterinarian. The state board may determine the specific tasks and level of supervision required.

Ballot Title: Shall there be a change to the Colorado Revised Statutes creating a new veterinary professional associate profession, and, in connection therewith, establishing qualifications including a master's degree in veterinary clinical care or the equivalent as determined by the state board of veterinary medicine to be a veterinary professional associate; requiring registration with the state board; allowing a registered veterinary professional associate to practice veterinary medicine under the supervision of a licensed veterinarian; and making it a misdemeanor to practice as a veterinary professional associate without an active registration?

Placed on the ballot by citizen initiative



Proposition 130: Funding for Law Enforcement

Proposition 130 directs the legislature to provide \$350 million in additional state funding to local law enforcement agencies to be distributed by the Colorado Department of Public Safety (CDPS). There is no specific time requirement for when this money must be provided and will come from the State's General Fund. The funding must be used to:

- increase annual pay for law enforcement officers;
- provide one-time hiring, recruitment, and retention bonuses for law enforcement officers;
- hire additional officers to address specific geographic locations or types of crime;
- provide ongoing training to new and veteran officers in areas such as the use of force, restraints, and physical fitness; and
- establish a one-time death benefit of \$1 million for each law enforcement officer killed while on duty.

Ballot Title: Shall there be a change to the Colorado Revised Statutes concerning state funding for peace officer training and support, and, in connection therewith, directing the legislature to appropriate 350 million dollars to the peace officer training and support fund for municipal and county law enforcement agencies to hire and retain peace officers; allowing the fund to be used for pay, bonuses, initial and continuing education and training, and a death benefit for a peace officer, police, fire and first responder killed in the line of duty; and requiring the funding to supplement existing appropriations?

Placed on the ballot by citizen initiative



Proposition 131: Establishing All-Candidate Primary and Ranked Choice Voting General Elections

Proposition 131 would change elections as all qualifying candidates would be listed on a single ballot for all voters. The measure would apply to elections for the state House and Senate, state offices, and all Congressional elections, but not apply to local or presidential elections. The four candidates who get the most votes in an all-candidate primary would then move on to the general election. Ahead of the general election, voters would get a ballot listing the four candidates and would rank some or all of them in order of preference. All voters' rankings would be combined in a mathematical process to determine the winner. This change cannot take effect until at least 12 municipalities that meet various demographic qualifications use ranked choice voting, and the state must audit these and report on these elections before an election using rank choice voting can occur.

Ballot Title: Shall there be a change to the Colorado Revised Statutes creating new election processes for certain federal and state offices, and, in connection therewith, creating a new all-candidate primary election for U.S. Senate, U.S. House of Representatives, governor, attorney general, secretary of state, treasurer, CU board of regents, state board of education, and the Colorado state legislature; allowing voters to vote for any one candidate per office, regardless of the voter's or candidate's political party affiliation; providing that the four candidates for each office who receive the most votes advance to the general election; and in the general election, allowing voters to rank candidates for each office on their ballot, adopting a process for how the ranked votes are tallied, and determining the winner to be the candidate with the highest number of votes in the final tally?

Placed on the ballot by citizen initiative



RTD – TABOR Ballot Initiative (7a)

Ballot Question: WITHOUT IMPOSING ANY NEW TAX OR INCREASING ANY TAX RATE, SHALL THE REGIONAL TRANSPORTATION DISTRICT'S ("RTD") AUTHORIZATION TO COLLECT, RETAIN AND SPEND ALL REVENUES IT RECEIVES FROM ALL SOURCES, INCLUDING ITS SALES TAX REVENUES, GRANT FUNDS AND OTHER MONEYS LAWFULLY RECEIVED BY RTD FROM THE STATE OF COLORADO OR ANY OTHER SOURCE, ORIGINALLY APPROVED BY THE VOTERS IN 1999, BE CONTINUED TO PERMIT RTD TO RETAIN REVENUE NECESSARY TO PROVIDE VITAL RTD SERVICES, INCLUDING BUT NOT LIMITED TO:

- PROVIDING TRANSPORTATION CHOICES TO LOCAL RESIDENTS BY MAINTAINING AND GROWING CURRENT LEVELS OF BUS, AND RAIL SERVICES;
- REPAIRING AND IMPROVING RAIL LINES, BUSES, BUS STOPS AND STATIONS AND OTHER INFRASTRUCTURE TO PRESERVE THE PUBLIC'S INVESTMENT IN TRANSIT;
- MAINTAINING THE AVAILABILITY OF SERVICES FOR PEOPLE WITH DISABILITIES;
- CONTINUING TO PROVIDE CLEANER, MORE EFFICIENT METHODS OF TRANSPORTATION OTHER THAN DRIVING ON ROADS AND HIGHWAYS;AND
- PROVIDING TRANSPORTATION SERVICES FOR YOUTH AGES 19 AND UNDER AT REDUCED OR NO FARES;

WITH ALL FUNDS SUBJECT TO INDEPENDENT AUDIT AND OVERSEEN BY THE ELECTED RTD BOARD; AS A VOTER APPROVED REVENUE CHANGE AND EXEMPTION FROM ANY REVENUE AND SPENDING LIMITATIONS UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

THIS WILL BE ON ADAMS, ARAPAHOE, & DOUGLAS COUNTY
BALLOTS



Adams County

BALLOT ISSUE 1A: Shall Adams County Taxes be increased by \$22,200,000 (first full year dollar amount, for collection in calendar year 2025) annually, and by whatever amount is raised thereafter, by the imposition of a temporary countywide sales tax at the rate of .15% (\$0.15 cents on a %100 purchase) effective January 1, 2025, and expiring December 31, 2044, with the proceeds to be used solely for the purpose of expanding the availability of affordable housing in Adams County by: Distributing grants to multijurisdictional and County housing authorities established in Adams County for the purposes of: Financing, Planning, Entitling, Developing, Operating, Acquiring, Preserving, Renovating, Administering, Maintaining, and Constructing affordable housing for sales or rent in the unincorporated and incorporated areas of Adams County;
And Shall Adams County be allowed to collect, retain, and spend the revenues from such tax and the interest earnings thereon as a voter-approved revenue change within the meaning of Article X, Section 20 of the Colorado Constitution and above annual limits which might otherwise apply or be proposed, including as an approved exception to the limitation set forth in Section 29-1-301 of the Colorado Revised Statutes; all in accordance with Board of County Commissioners' Resolution NO. 2024 – 447?

Ballot Question 7B: District Attorney Term Limits

For the purposes of advancing public safety and promoting stability for the residents of Adams and Broomfield Counties, shall the term limits on the office of the district attorney for the 17th Judicial District be increased from two consecutive terms to three consecutive terms, provided that the voters re-elect him/her?



Arapahoe County

County Budget Ballot Measure

This measure would release Arapahoe County from revenue and spending limits imposed by the Taxpayers' Bill of Rights (TABOR), also known as “debrucing”. If approved, this would allow the County to receive and spend all property tax revenue it is able to collect from its maximum allowed mill levy, instead of refunding a portion in the form of a tax credit as it has done in the past. The retained funds would be used for essential county services and needs, such as fixing roads, crime prevention and response, as well as housing solutions and programs to protect vulnerable children, youth and older adults.



City Ballot: Pit Bull Ownership



Ballot Question: [Referred measure pertaining to the ownership of pit bulls within the City of Aurora](#)

"Shall the people of Aurora, Colorado agree that the restricted breed ban in the City of Aurora Code be repealed thereby allowing Aurora citizens to own American Pit Bull Terrier, American Staffordshire Terrier, and Staffordshire Bull Terrier dogs within the city limits of Aurora, Colorado with the owners being subject to the requirements of the City Code, including [Section 14-7](#) concerning keeping aggressive, potentially dangerous, or dangerous animals, that applies to all dogs?"

What does a YES vote mean? You wish to repeal the restricted breed ban and [allow citizens to own](#) American Pit Bull Terrier, American Staffordshire Terrier, and Staffordshire Bull Terrier dogs within the city limits of Aurora, Colorado.

What does a NO vote mean? You wish to keep the breed ban [restricting citizens from owning](#) American Pit Bull Terrier, American Staffordshire Terrier, and Staffordshire Bull Terrier dogs within the city limits of Aurora, Colorado.

Election Information

[City of Aurora](https://www.auroragov.org/city_hall/elections/upcoming_election): https://www.auroragov.org/city_hall/elections/upcoming_election

[State Blue Book](https://leg.colorado.gov/content/initiatives/initiatives-blue-book-overview/ballot-information-booklet-blue-book): <https://leg.colorado.gov/content/initiatives/initiatives-blue-book-overview/ballot-information-booklet-blue-book>

[Adams County](https://www.adamscountycollections.gov/2024-general-election/): <https://www.adamscountycollections.gov/2024-general-election/>

[Arapahoe County](https://www.arapahoevotes.gov/ballot): <https://www.arapahoevotes.gov/ballot>

[Douglas County](https://www.douglas.co.us/elections/election-information/on-the-ballot/): <https://www.douglas.co.us/elections/election-information/on-the-ballot/>





Discussion/Questions

City Staff does not have recommendations for official ballot positions and will defer to Council and the Mayor to introduce Resolutions to support specific ballot initiatives.



CITY OF AURORA

Council Agenda Commentary

Item Title: Employee Occupational Privilege Tax (Ordinance)
Item Initiator: Françoise Bergan, Council Member / Curtis Gardner, Council Member
Staff Source/Legal Source: Jason Batchelor, City Manager / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 10/14/2024

2nd Regular Meeting (if applicable): 10/28/2024

Item requires a Public Hearing: Yes No

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

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

Sponsor: Françoise Bergan, Council Member / Curtis Gardner, Council Member

Jason Batchelor, City Manager / Hans Hernandez, Senior Assistant City Attorney

Estimated time 10 Minutes

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

N/A

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

This ordinance will cancel the proposed repeal of the Occupational Privilege Tax that would become effective on January 1, 2025.

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.)

QUESTIONS FOR COUNCIL

Does the city council approve moving to the regular meeting this ordinance cancelling the proposed repeal of the Occupational Privilege Tax?

LEGAL COMMENTS

Pursuant to the city's home rule authority granted to the City of Aurora under Article XX Section 6 (g) of the Colorado Constitution, the City has the power of taxation for local municipal purposes. This ordinance cancels the proposed tax repeal of the Occupational Privilege tax, is not imposing a new tax, and is compliant with Article X Section 20 of the Colorado Constitution. City Council shall act only by ordinance, resolution, or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. This action repeals a prior ordinance and it must be taken in the form of an ordinance. See, Article 5-1 Aurora City Charter. (Hernandez)

ORDINANCE NO. 2024-____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REPEALING ORDINANCE 2022-77 RELATED TO ARTICLE V “EMPLOYER OCCUPATIONAL PRIVILEGE TAX” AND ARTICLE VI “EMPLOYEE OCCUPATIONAL PRIVILEGE TAX” OF CHAPTER 130 OF THE CITY CODE OF THE CITY OF AURORA, AND OTHER RELATED MATTERS

WHEREAS, the City of Aurora, Colorado, (the “City”), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, under Article XX, Section 6 the Colorado Constitution, the City has authority over local taxation matters, therefore the City enacted Ordinance 86-95 authorizing the imposition of an occupational privilege tax on employers and employees within the City; and

WHEREAS, the City Council (the “Council”) passed Ordinance 2022-77 repealing the occupational privilege tax with an effective date of January 1, 2025, but in section 3 of said ordinance the Council reserved the right to amend the ordinance prior to its effective date, and said effective date has yet to pass, and as such the Council has found it necessary and proper to repeal Ordinance 2022-77 and maintain the occupational privilege tax; and

WHEREAS, the Council has the power to make and publish from time-to-time ordinances as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city, and the Council has found and determined that repealing ordinance 2022-77 fulfills this purpose.

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

Section 1. Ordinance 2022-77 is hereby repealed in its entirety.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2024.

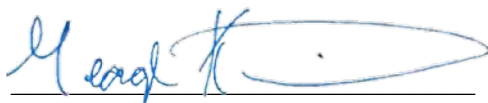
PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 for

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

ORDINANCE NO. 2022-77

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REPEALING ARTICLE V “EMPLOYER OCCUPATIONAL PRIVILEGE TAX” AND ARTICLE VI “EMPLOYEE OCCUPATIONAL PRIVILEGE TAX” OF CHAPTER 130 OF THE CITY CODE OF THE CITY OF AURORA, AND OTHER RELATED MATTERS

WHEREAS, the City of Aurora, Colorado, (the “City”), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, under Article XX, Section 6 the Colorado Constitution, the City has authority over local taxation matters, therefore the City enacted Ordinance 86-95 authorizing the imposition of an occupational privilege tax on employers and employees within the city; and

WHEREAS, the City Council (the “Council”) has the power to make and publish from time to time ordinances as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city, and the Council has found and determined that repealing the occupational privilege tax for employers and employees fulfills this purpose.

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

Section 1. Article V of Chapter 130 of the City Code of the City of Aurora Colorado, and titled “Employer Occupational Privilege Tax”, shall be repealed.

Section 2. Article VI of Chapter 130 of the City Code of the City of Aurora Colorado, and titled “Employee Occupational Privilege Tax”, shall be repealed.

Section 3. Unless modified by a subsequent ordinance approved by City Council, this ordinance shall become effective on January 1, 2025.

Section 4. In compliance with Ordinance 2022-52, the City Manager is directed to bring forth a budget alternative for the 2024 Budget showing the equivalent of up to a 4% budget reduction to each department other than Public Safety. Road maintenance shall not be proposed as part of the reduction.

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.

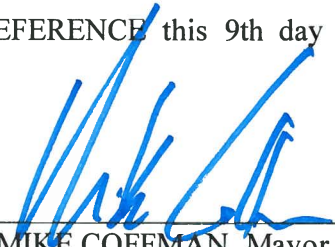
Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this 19th day of December, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this 9th day of January, 2023.




MIKE COFFMAN, Mayor

ATTEST:


KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:


HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Directing the City Manager to allocate the funds of the Occupational Privilege Tax (Resolution)
Item Initiator: Françoise Bergan, Council Member / Curtis Gardner, Council Member
Staff Source/Legal Source: Jason Batchelor, City Manager / Hans Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 10/28/2024

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

Item requires a Public Hearing: Yes No

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

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

Sponsor: Françoise Bergan, Council Member / Curtis Gardner, Council Member
 Jason Batchelor, City Manager / Hans Hernandez, Senior Assistant City Attorney
 Estimated time: 10 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

N/A

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

This resolution will direct the City Manager to allocate the funds of the Occupational Privilege Tax, beginning with the 2025 fiscal year, to public safety. The City Manager shall allocate the funds to finance and fund two fire stations (the Aurora Highlands Fire Station and the Southshore/Blackstone Fire Station) with any remaining funds to be spent for public safety/police operations.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to support the resolution?

LEGAL COMMENTS

The Council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter. See, City Charter Article 3-9. The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City placed in his charge and, upon the request of the City Council, make written or verbal reports to the City Council concerning the affairs of or within the City. See also, City Charter Art. 7-4 (e).

Members of City Council have the authority to place items on the Study Session and Regular/Special Meeting agendas. (Rules of Order and Procedure for the Aurora, Colorado, City Council, Rule B.2) (Hernandez)

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO ALLOCATE THE REVENUES OF THE OCCUPATIONAL PRIVILEGE TAX OF ARTICLES V AND VI OF CHAPTER 130 OF THE CITY CODE OF THE CITY OF AURORA TO FUND TWO FIRE STATIONS, AND THE REMAINING BALANCE TO FUND PUBLIC SAFETY OPERATIONS

WHEREAS, the City of Aurora, Colorado, (the “City”), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and the City has authority over matters of local concern; and

WHEREAS, Articles V and VI of Chapter 130 impose an Occupational Privilege Tax (the “Tax”) on employers and employees within the City, and the City Council (the “Council”) wishes to direct the City Manager to account for all revenues collected from the Tax to be allocated for public safety as described in this resolution; and

WHEREAS, the Council has the power to make and publish from time-to-time ordinances and pass resolutions that the Council deems necessary and proper to provide for the safety; preserve the health; promote prosperity; and improve the morals, order, comfort and convenience of the City, and the Council has found and determined that this resolution fulfills these purposes.

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

Section 1. Beginning with the fiscal year 2025 and thereafter, the City Manager is hereby directed to account the revenue collected from the occupational privilege tax under Article V and VI of Chapter 130 of the Aurora City Code, for the purpose of financing or funding the Aurora Highlands Fire Station and the Southshore/Blackstone Fire Station, to cover the construction and operating costs of both stations.

Section 2. The City Manager is hereby directed to account and dedicate any remaining revenue collected from the occupational privilege tax under Article V and VI of Chapter 130 of the Aurora City Code, to the financing or funding of police operations.

Section 3. The City Council hereby directs the City Manager to ensure that the construction of the fire stations mentioned in section 2 of this ordinance shall begin no later than three years from the effective date of this resolution.

Section 4. The City Manager is hereby authorized to take any necessary measures to fulfill the request contained in this resolution which shall not be inconsistent with the intent of this resolution.

Section 5. All resolutions or parts of resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.


RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 for

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Resolution Employee Occupational Privilege Tax
Item Initiator: Council Members-Francoise Bergan and Curtis Gardner
Staff Source/Legal Source: Jason Batchelor, City Manager/Hans Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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
- The item has been requested by Council Members Francoise Bergan and Curtis Gardner

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 10/14/2024

EXPLANATION:

This item has been requested by Council Members Francoise Bergan and Curtis Gardner.

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.

Agenda Item Initiator Name

Late Submission Approver Name (Deputy City Manager)

Agenda Item Initiator Signature Date

Jason Batchelor 10/10/24

Late Submission Approver Signature Date



CITY OF AURORA

Council Agenda Commentary

Item Title: City Manager to Create a Policy with Specific Criteria for 501(c)(3) Nonprofit Financial Support (Resolution)
Item Initiator: Dustin Zvonek, Mayor Pro-Tem
Staff Source/Legal Source: Jason Batchelor, City Manager / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 11/4/2024

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

Item requires a Public Hearing: Yes No

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

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

Sponsor: Dustin Zvonek, Mayor Pro-Tem

Co-Sponsor: Stephanie Hancock, Council Member

Jason Batchelor, City Manager / Hanosky Hernandez, Sr. Assistant City Attorney

Estimated time: 10 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

N/A

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

This resolution will direct the City Manager to create a policy with specific criteria to approve funding for 501(c)(3) nonprofits. The policy should specify that those non-profits requesting funding must be providing services that support the health and general welfare of Aurora citizens. Those organizations that do not fulfill this criteria should only be eligible for grant funding with the requirement that they must specify that their program aligns with the City's priorities. All funding in this last category must be approved by City Council. The resolution will mandate that the City Manager shall present a report to City Council on this issue at the annual budget workshop.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does the city council wishes to approve the resolution as presented and move it to a formal vote at a regular meeting?

LEGAL COMMENTS

The Council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter. See, City Charter Article 3-9. The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City placed in his charge and, upon the request of the City Council, make written or verbal reports to the City Council concerning the affairs of or within the City. See also, City Charter Art. 7-4 (e). (Hernandez)

RESOLUTION NO. R2024- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO CREATE A POLICY WITH SPECIFIC CRITERIA FOR 501(c)(3) NONPROFIT FINANCIAL SUPPORT FROM THE CITY OF AURORA AND OTHER RELATED MATTERS

WHEREAS, the City of Aurora, Colorado, (the “City”), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and under Article XX Section 6 the Colorado Constitution, the City has authority over matters of local concern; and

WHEREAS, the City over the years has provided strong support to our community organizations by providing funds in the form of direct financial assistance as well as in the form of grants to cover the costs of operations and programs; and

WHEREAS, the City Council (the “Council”) would like the City Manager to create a policy to organize and prioritize the assistance provided by the City to 501(c)(3) nonprofit organizations; and

WHEREAS, the Council believes that the requests contained in this resolution are in the best interest of the City, and the citizens of Aurora.

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

Section 1. The Aurora City Council hereby directs the City Manager to create a policy outlining specific criteria for providing financial support to 501(c)(3) nonprofits.

Section 2. The Aurora City Council hereby directs the City Manager to include in the policy that the only organizations that would qualify for general operating support from the city are those organizations that specifically provide services that directly support public health and safety of the citizens of the City of Aurora. 501(c)(3) nonprofits or community organizations that do not meet this standard should be required to apply for specific project-based grants. The policy must require that applicants specifically and clearly demonstrate how their program(s) align with and support the city’s priorities. These applications shall be subject to City Council approval prior to awarding any funding.

Section 3. The Aurora City Council hereby directs the City Manager to present to the council, during the annual budget workshop, a comprehensive list of all 501(c)(3) nonprofits receiving general operating support, the amount of support they receive, and the rationale used to

determine how each organization meets the public health and safety criteria established in this resolution. This report shall also include those organizations that received funding approved by the Aurora City Council.

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


RESOLVED AND PASSED this _____ day of _____ 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:



HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

for



CITY OF AURORA

Council Agenda Commentary

Item Title: Crisis Programs Update
Item Initiator: Steve Sundberg, Councilmember
Staff Source/Legal Source: Calli Tucker, Crisis Intervention Program Administrator, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: Jennifer Fierberg, CRT/AMRT Clinical Supervisor
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: N/A

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

Item requires a Public Hearing: Yes No

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

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

Sponsor: Steve Sundberg, Council Member
 Calli Tucker, Crisis Intervention Program Administrator, Housing and Community Services / Tim Joyce, Assistant City Attorney
 Estimated time: 15 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

At Public Safety Committee meeting on 9/12 CM Sundberg requested a presentation from the Crisis Intervention Programs highlighting their successes.

City of Aurora Department of Housing and Community Services includes three crisis intervention programs: the Crisis Response Team (CRT, established 2018), the Targeted Violence Prevention Program (TVPP, established 2020) operating within CRT, and the Aurora Mobile Response Team (AMRT, established 2021). CRT and AMRT respond to active mental health calls for service through Aurora’s Public Safety Communications dispatch, and TVPP respond to referrals involving specific threats of targeted or mass violence. Each team utilizes paired response to deliver “the right team at the right time.” CRT and TVPP pair a clinician with an officer, while AMRT pairs a clinician with an EMT. Through program-specific assessment and interventions, the primary goal of CRT and AMRT is to achieve de-escalation and stabilization in community to divert from higher levels of care such as the ER and jails, and the primary goal of TVPP is to prevent acts of targeted/mass violence.

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

A brief description of the three crisis intervention programs (AMRT, CRT, and TVP) will be provided followed by employee and patient impact statements describing the successes of the teams on the community members served.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Informational only

LEGAL COMMENTS

This item is informational only. There is no formal council action necessary. The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City placed in his charge and, to that end, shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City. (City Charter, art. VII, sec. 7-4(e)) (TJoyce)

City of Aurora Crisis Programs

Calli Tucker and Jenn Fierberg



Crisis Services

- City of Aurora has two co-responder programs, and a Targeted Violence Prevention program that operate to **provide a spectrum of care through the 911 system.**
 - Aurora Mobile Response Team
 - Aurora Police Department Crisis Response Team
 - Targeted Violence Prevention Program



LOW ACUITY

**Aurora Mobile Response
Team**

(est. 2021)

LOW-HIGH ACUITY

Crisis Response Team

(est. 2018)

HIGH ACUITY

**Targeted Violence
Prevention Program**

(est. 2020)

Case Management Unit



Aurora Mobile Response Team (AMRT)

Who/What? AMRT is a crisis intervention team that pairs a paramedic/EMT with a Licensed Mental Health Professional.

Why? The team responds to **low-intensity active mental health calls for service**. This team is unarmed and does not fulfill law enforcement duties and will not respond to calls for service that have mentioned weapons or a component of violence to self, others or property

How? The team is dispatched through the City of Aurora's Public Safety Communications (dispatch). Callers may request AMRT to dispatch call takers.



Aurora Police Department Crisis Response Team (CRT)

Who/What? CRT is a crisis intervention special unit within the Aurora Police Department that pairs a mental health trained law enforcement officer from the Aurora Police Department with a Mental Health Professional.

Why? The team responds to active mental health calls for service. This team is staffed with a law enforcement officer and can perform law enforcement duties. This team can respond to calls involving a weapon or acts of violence where the **primary concern is mental health related**.

How? The team is dispatched through the City of Aurora's Public Safety Communications (dispatch). Callers may request CRT to dispatch call takers.



Targeted Violence Prevention Program (TVP)

Who/What? A sub-unit within the Crisis Response Team that pairs a CRT officer and CRT clinician (and a case manager soon) to conduct threat assessments, create threat management plans, and provide ongoing case management with the goal of **preventing mass/ targeted violence**. This program works alongside federal partners to include the FBI, US Secret Service, and Department of Homeland Security CP3.

Why? The Crisis Response Team saw an increase of calls for service and referrals that involved threats of mass/ targeted violence. In addition to this- Colorado has an unfortunate history of events of mass violence.

How? Referrals can be sent directly to apdtvp@auroragov.org, this team also responds in real time to active calls for service.



Patient Impact Stories

CRT

AMRT

TVP





CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Crisis Intervention Programs Successes
Item Initiator: Steve Sundberg, City Council Member
Staff Source/Legal Source: Calli Tucker, Crisis Intervention Program Administrator, Housing and Community Services / Tim Joyce, Assistant City Attorney
Outside Speaker: Jennifer Fierberg , CRT/AMRT Clinical Supervisor
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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

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

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 10/14/2023

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.)

At Public Safety Committee meeting on 9/12 CM Sundberg requested a presentation from the Crisis Intervention Programs highlighting their successes.

City of Aurora Department of Housing and Community Services includes three crisis intervention programs: the Crisis Response Team (CRT, established 2018), the Targeted Violence Prevention Program (TVPP, established 2020) operating within CRT, and the Aurora Mobile Response Team (AMRT, established 2021). CRT and AMRT respond to active mental health calls for service through Aurora’s Public Safety Communications dispatch, and TVPP respond to referrals involving specific threats of targeted or mass violence. Each team utilizes paired response to deliver “the right team at the right time.” CRT and TVPP pair a clinician with an officer, while AMRT pairs a clinician with an EMT. Through program-specific assessment and interventions, the primary goal of CRT and AMRT is to achieve de-escalation and stabilization in community to divert from higher levels of care such as the ER and jails, and the primary goal of TVPP is to prevent acts of targeted/mass violence.

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.

Andrew Rael Trujillo For Steve Sundberg

Roberto Venegas

Agenda Item Initiator Name

Late Submission Approver Name (Deputy City Manager)

10/4/24

Agenda Item Initiator Signature

Date

Late Submission Approver Signature

Date