



NOTICE OF COUNCIL MEETING

STUDY SESSION
AURORA ROOM
(Open to the Public via live stream)
Monday, December 2, 2024
2:30 p.m.

Members of the Aurora City Council will participate in the December 2, 2024 Study Session.

ELECTRONIC PARTICIPATION PROCEDURES

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, December 2, 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, December 2, 2024

2:30 p.m.

Aurora Room

15151 E. Alameda Parkway

Aurora, CO 80012

Pages

1. **AT-LARGE COUNCIL MEMBER INTERVIEWS** 4
Estimated time: 2.5 hours

2. **ITEMS FROM THE MAYOR**
 - 2.a **Mayor's Update**
 - 2.b **Issue Update**

3. **CONSENT CALENDAR**
 - 3.a **Consideration to Remove One (1) Member from the Historic Preservation Commission** 21
Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney

 - 3.b **Consideration to Reappoint One (1) Member and to Appoint Two (2) Members to the Commission for Older Adults** 27
Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney

 - 3.c **Consideration to Appoint One (1) Member to the Veterans Affairs Commission** 50
Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney

 - 3.d **Consideration to Appoint One (1) Member to the Metro Water Recovery District Board** 63
Marshall Brown, General Manager, Aurora Water / Ian Best, Assistant City Attorney

- 3.e Intergovernmental Agreement (IGA) with Regional Transportation District (RTD) for the Older Adult Microtransit Pilot Program (Resolution)** 71

Sponsor: Angela Lawson, Council Member

Erick del Angel, Planner II, Parks, Recreation, and Open Space / Tim Joyce, Assistant City Attorney

- 3.f Minor Text Updates to City Code Chapter 135 Oil and Gas Manual (Ordinance)** 109

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

- 3.g Adoption of the 2024 Model Traffic Code (Ordinance)** 162

Chris Amsler, Lieutenant, Aurora Police / Andrea Wood, Assistant City Attorney

4. ITEMS FROM THE POLICY COMMITTEES

- 4.a Office of Alternate Defense Council (OADC) Contract Amendment and Intergovernmental Agreement (IGA) (Resolution)** 171

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

Estimated time: 5 mins

- 4.b Riviera Motel Neon Sign Local Landmark Nomination** 180

Chris Geddes, Historic Preservation Specialist, Library and Cultural Services / Tim Joyce, Assistant City Attorney

Outside Speaker: Todd Matuszewicz, UCD Graduate Student & Nomination Preparer

Estimated time: 10 mins

5. ITEMS FROM THE COUNCIL APPOINTEES

6. ITEMS FROM THE CITY COUNCIL

6.a 2025 Aurora Sister Cities International Professional Services Agreement

250

Sponsor: Françoise Bergan, Council Member

Ricardo Gambetta, Intergovernmental Relations Manager, General Management
/ Andrea Wood, Assistant City Attorney

Outside Speaker: Daniana Trigos-Kulkulski, Executive Director, Aurora Sister
Cities International

Estimated time: 10 mins

7. CALL-UPS OF COUNCIL POLICY COMMITTEE ITEMS

8. MISCELLANEOUS ITEMS

9. ITEMS REMOVED FROM THE AGENDA, IF ANY



TO: Mayor and Council Members

FROM: Kadee Rodriguez, City Clerk

DATE: November 18, 2024

RE: **At-Large Council Member Vacancy**

Resigned Council Member

Name	Office	Upcoming Election for Office	Resignation Date
Dustin Zvonek	At-Large	Nov. 4, 2025	Oct. 31, 2024

Filling the Council Member Vacancy

Appointment Deadline - City Council has until Dec. 15, 2024 (45 days from the date of the vacancy) to appoint a qualified person to fill the remainder of the term.

Appointment Process - Council possesses the final authority to determine the process associated with filling a vacancy. In the past, Council has accepted applications and interviewed qualified candidates.

Term of New Candidate - The candidate appointed will fill the remainder of Council Member Zvonek’s term, which ends the first council meeting in December of 2025. The new at-large council member will be voted into office by registered electors during the November 2025 Regular Municipal Election.

Qualifications - Registered elector of the city of Aurora, a U.S. citizen, at least 21 years old on the date of appointment, a resident of Aurora for at least one year prior to the date of appointment, not employed by the City of Aurora, and not holding any other elective office.

References

City Charter Section 3-3 – Qualifications

City Charter Section 3-7 – Filling a Council Member Vacancy

City Code Section 54-4(b) – Filling a Council Member Vacancy

City of Aurora
APPLICATION – At-Large Council Member

Application will not be considered without an attached resume or if received past the deadline. Please include your previous three employers and the reason for leaving on your resume.

First Name: AMSALU Last Name: KASSAW

Residence Address: [REDACTED]

City: AURORA State: CO Zip Code: 80016

Email: [REDACTED] Phone: [REDACTED]

EDUCATION

Degree: Diploma Years Completed: 4 years

Degree: _____ Years Completed: _____

CURRENT EMPLOYMENT

Name of Employer: GEO GROUP INC

Position: Lieutenant Date of Employment: July 2019 to current

Business Address: [REDACTED]

REFERENCES

Name: Priscilla Rahn Phone: [REDACTED]

Name: Aynshet Gelagay Phone: [REDACTED]

Name: Hanna Bogale Phone: [REDACTED]

APPOINTIVE POSITIONS

List any board, committee, or commission you currently serve on

Why do you desire appointment to City Council?

I am currently volunteering for community grassroots services, and I have come to believe that public service is essential for the city to serve the people that you love and will help you understand the issues so you can solve their concerns wisely. Because of that, I want to continue to be helpful to the people of Aurora.

If we were to conduct a comprehensive background investigation and reference checks, what will we find that may warrant explanation or that could be of concern to the city?

No, not to my knowledge

Do you have any special work experience, qualifications, or training that you would like to share?

A community organizer, human rights advocate, and Public Servant from Aurora, and the 2024 Aurora City Community Spirit Award, 2023 Leadership Service Unifying Achievement Award on International Diplomacy, Ethiopian American Community Service Award

How much time do you anticipate being able to spend on council duties each month? As many times as it is needed

Are there certain times when you would not be available? Not really

I swear and affirm that I:

- Am a registered elector of the city of Aurora
- Am a citizen of the United States of America
- Have resided within the municipal boundaries of the city of Aurora for at least one year prior to the date of appointment
- Will have reached by 21st birthday prior to the date of appointment
- Have not been convicted of embezzlement of public money, bribery, perjury, solicitation of bribery or subornation of perjury.
- Am not a City of Aurora employee and do not hold any other elective public office

Signature: _____ Date: _____

Send completed application packet to:

Email: CityClerk@auroragov.org

Mail: City Clerk’s Office, 15151 E. Alameda Pkwy., Ste. 1400, Aurora, CO 80012

Fax: 303-739-7520

CITY CLERK’S OFFICE USE ONLY:

Voter Registration Date:

Application Received: 10-30-2024



Skills Area's

- *Aurora City Community service 2024 award*
- *MS Word, Excel, Access, PowerPoint*
- *Certified CERT Instructor, member*
- *Certified PREA Investigator*
- *Certified Public notary*
- *CPR Certified*
- *Ability to de-escalation*
- *Filed Training Officer*
- *Bilingual*
- *Surveillance CCTV*
- *Active Shooter training*
- *Special management unit Certified*
- *Classification Certified*
- *Customer Service & Leadership*

Experiences

Lieutenant / RHU

- Assists in the implementation of policies, procedures, and regulations for security treatment of detainees
- Assist in the implementation of policies facilities utilizing restrictive housing and provide special management housing as applicable for inmates/detainees who threaten the secure and orderly management of the institution, the admission, operations, supervision
- Assist with all accurate paperwork in special management housing or restrictive housing including administrative status, protective custody, and disciplinary restriction.
- Responds to major unusual occurrences. Facilitates prompt and appropriate assistance to detainees in the event of injury, illness, and special needs or emotional trauma
- Hiring, evaluating job performance, employee training, development, and any disciplinary action
- Reviews staff effectiveness and conducts frequent physical inspections of the facility to ensure compliance with policies and procedures
- Responsible for attaining facility goals/objectives and ensuring compliance with all rules, regulations, policies, and procedures for security operations
- Gives primary guidance on situational problems, making referrals for more complex issues.
- Makes assignments, reviews post orders, and assures that all procedures including emergency procedures are in place and staff is trained in proper implementation
- Assists upper management on audit and preparation of required records and reports
- Performs other duties as assigned in other areas as needed
- Assist and be involved in discussions to understand the client's needs and goals accordingly
- Scheduling accordingly, to avoid OT
- Assisting physical inspections of the facility to ensure compliance with policies and procedures.

SERGEANT

- Make rounds inspections of all security equipment, doors, gates, fences, and other facility equipment as needed.
- Assures that officers receive on-the-job training and safety training as required.
- Responds to major unusual occurrences as trained. Facilitates prompt and appropriate assistance to detainees in the event of injury, illness, or emotional trauma.

- Provides management with input into decisions concerning employee performance ratings, disciplinary actions, and job assignments.
- Investigate and report causes of detainee disturbances.

FTO (Field Training Officer)

- Teaching new employees, policies, and procedures of the department
- Evaluating the trainee on his or her progress in the OJT program
- Providing a positive attitude tool to lead, develop, and inspire employees.
- Being an effective assistant to the management
- Assist with the needs and concerns of Residents.

CERT (Correctional Emergency Response Team)

- Cert Instructor works in close coordination with DCT during disturbances
- De-escalation for everyone and the safety of others
- Extracting uncooperative Detainees from their cells
- Responsibilities include stabilizing minor and major disturbances that threaten the safety and security
- Handles and Maintains crowd control, riot conditions, and security extractions of violent Detainees

Intake/Control officer

- Creating files, proper order of materials for intake & release
- Documenting property transfers, comparing names & verifying Book In/Book Out 203s, 213's, and 385s for the CBP/ICE transfers
- Handling valuable property received procedure
- Log entries and data entries for new arrival booking
- Pat searched before entering the holding cells
- Assign Detainees to appropriate cells per their classification
- Assist ICE in organizing service of deportation paperwork
- Staff identification before access to areas
- Count procedure, maintained count paperwork
- Door Control, monitoring, and Intercom
- Utility, fire alarm, duress alarm control
- Control Detainee movement, monitoring the approval moves

Detention Officer

- Enforce rules and keep order within detainees
- Supervise activities of detainees
- Aid in rehabilitation and counseling of detainees
- Inspect facilities to ensure that they are secured
- Conduct a suicide watch, patrolling

- Checking, and screening for contraband, logging all visitors/contractors entering the facilities
- Handling electronic scanner pipe
- Data search and locate.

Security Site Supervisor

- Responding to emergency circumstance calls i.e. Fire, Accident, and police at the site, etc.
- Answer service calls concerning criminal activity or problems (Hotline)
- Writing Incident Reports generated for all other occurrences as outlined in desk procedure
- Counseling
- Computer data process
- Issuing employee ID badge
- Handling OSHA

Security Officer

- Access control, inspecting employees, package entering and leaving
- Monitor fire, Ammonia alarms, and closed-circuit TV (CCTV)
- Interior and Exterior patrol (Rover)
- Permitting Entry and checking ID's
- Conduct security checks (Electronic Gates)

Working history

<i>Employer /position</i>	<i>Address</i>	<i>Contact</i>	<i>phone</i>	<i>Month and year</i>
<i>Geo Aurora ICE Processing Center</i> Lieutenant SMU	██████████ ██████████	<i>Shannon Curtis</i> <i>Captain</i>	██████████	07/08/2019 – current
<i>Advantage Security</i> Assistance site Supervisor	██████████████████ ██████	<i>Matt Lang,</i> <i>Account Manager</i>	██████████	06/2016 – 07/08/2019
<i>US Security</i> Security Supervisor	██████████████████ ██████	<i>Eva Allowy,</i> <i>Office Manager</i>	██████████	09/2015 - 06/2016
<i>Securitas Security</i> Security officer/Supervisor	██████████████ ██████████████ ██████████	<i>Pat Smith,</i> <i>Branch Manager</i>	██████████	10/2007 - 09/2015

Education

<i>School</i>	<i>Address</i>	<i>From</i>	<i>To</i>	<i>Type</i>
<i>Spring Institute</i>	<i>Denver, CO</i>	Jul, 2006	Jan, 2007	Work style pre- employment and American culture
<i>Addis Ababa University</i>	<i>Addis Abeba, Ethiopia</i>	Sep, 1999	Jul, 2004	Associate Degree
<i>Tana Haik High School</i>	<i>Bahir Dar, Ethiopia</i>	Sep, 1995	Sep, 1998	High school Diploma

Reference

Yoseph Teferi CEO [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Engineer Aynshet Gelagay

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Hanna Bogale, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

City of Aurora

APPLICATION – At-Large Council Member

Application will not be considered without an attached resume or if received past the deadline. Please include your previous three employers and the reason for leaving on your resume.

First Name: Danielle Last Name: Lammon

Residence Address: [REDACTED]

City: Aurora State: CO Zip Code: 80016

Email: [REDACTED] Phone: [REDACTED]

EDUCATION

Degree: B.A. Biology, minor in Psychology Years Completed: 16

Degree: Business Admin - Project Management Years Completed: 14

CURRENT EMPLOYMENT

Name of Employer: Danielle Shannon Agency LLC

Position: Agency Owner Date of Employment: 03/2015

Business Address: [REDACTED]

REFERENCES

Name: Dr. Mordecai Brownlee Phone: [REDACTED]

Name: Naomi Caldwell Phone: [REDACTED]

Name: Joel Boyd Phone: [REDACTED]

APPOINTIVE POSITIONS

List any board, committee, or commission you currently serve on

Citizens' Advisory Budget Committee, BPF Imagination Library Aurora, Imagination Library Colorado, Spina Bifida Association of Colorado, CIPA ELF

Why do you desire appointment to City Council?

I am passionate about serving my community. My commitment includes enhancing public safety through support for our police and fire departments. By prioritizing initiatives that meet the evolving needs of our citizens, I aim to foster a thriving, safe and sustainable community. I recognize the importance of generating revenue to support essential infrastructure and services that accommodate our city's growth and expansion.

If we were to conduct a comprehensive background investigation and reference checks, what will we find that may warrant explanation or that could be of concern to the city?

Nothing

Do you have any special work experience, qualifications, or training that you would like to share?

I have a comprehensive understanding of the City budget serving on CABC for 5 years and as the Chair for the past 2 years. I bring a strong background as a small business owner and nonprofit leader, with extensive experience in budget management and financial strategy.

How much time do you anticipate being able to spend on council duties each month? 80 hours

Are there certain times when you would not be available? No

I swear and affirm that I:

- Am a registered elector of the city of Aurora
- Am a citizen of the United States of America
- Have resided within the municipal boundaries of the city of Aurora for at least one year prior to the date of appointment
- Will have reached by 21st birthday prior to the date of appointment
- Have not been convicted of embezzlement of public money, bribery, perjury, solicitation of bribery or subornation of perjury.
- Am not a City of Aurora employee and do not hold any other elective public office

Signature: Danielle Lammon Date: 11/6/2024

Send completed application packet to:

Email: CityClerk@auroragov.org

Mail: City Clerk's Office, 15151 E. Alameda Pkwy., Ste. 1400, Aurora, CO 80012

Fax: 303-739-7520

CITY CLERK'S OFFICE USE ONLY:

Voter Registration Date: [REDACTED]

Application Received: 11-08-2024



DANIELLE LAMMON

SUMMARY

Dedicated community leader with 15 years of experience in public service, advocacy, and problem-solving. As a small business owner and Licensed Insurance Agent, I bring expertise in fiscal responsibility, customer service, and managing community-driven growth. My volunteer work has strengthened my leadership, fundraising, and team management skills. I am committed to leveraging my experience and passion to advocate for and serve the needs of Aurora citizens.

WORK EXPERIENCE

Agency Owner, Danielle Shannon Insurance Agency

March 2015 - Present

- Client Advocacy & Problem Solving: Acted as a trusted advisor, resolving complex insurance issues and advocating for clients' best interests. Developed strong problem-solving skills and the ability to address diverse community concerns.
- Community Engagement & Relationship Building: Built lasting relationships with clients across industries, fostering collaboration with local businesses and individuals.
- Sales & Negotiation: Led client acquisition and retention through consultative sales, demonstrating strong negotiation and communication skills.
- Regulatory Knowledge & Compliance: Maintained up-to-date knowledge of regulations and industry standards, ensuring compliance and attention to detail.
- Leadership & Mentorship: Mentored and trained new agents, fostering a collaborative environment.
- Ethical Standards & Integrity: Maintained high ethical standards and transparency, ensuring fair and honest service. These values are central to my approach to public service and decision-making.

Founder & CEO, Buddy Publishing & Foundation

March 2023 - Present

- Business Development & Strategy: Spearheaded the creation and growth of an independent publishing company and nonprofit foundation, developing business plans, securing funding, and establishing long-term strategic goals.
- Program Leadership & Community Impact: Led initiatives focused on literacy, education, and community engagement, overseeing the development of programs, publications, and outreach efforts that directly benefited target audiences.
- Team Building & Stakeholder Relations: Cultivated strong relationships with authors, donors, partners, and community organizations to drive mission success and ensure sustainability.

Operations Manager, Jennifer Matthews Agency

June 2014 - March 2015

- Focused on optimizing internal processes, ensuring smooth day-to-day operations, and supporting team performance. Process Efficiency: Streamlining workflows to improve productivity and reduce operational costs. Team Leadership: Supervising and supporting staff to ensure high performance and excellent customer service. Compliance & Risk Management: Ensuring the agency meets regulatory requirements and managing risk through best practices.

KEY SKILLS

- Community Outreach & Engagement
- Problem Solving & Conflict Resolution
- Strong Communication & Negotiation
- Leadership & Team Development
- Financial Planning & Risk Management
- Ethical Decision-Making & Integrity
- Regulatory Knowledge & Compliance
- Published Author

VOLUNTEER

- City of Aurora Citizens Advisory Budget Commission 2019 - Present
 - Chair 2023-2025
 - Vice-Chair 2022-2023
 - Purpose is to study all phases of the city's budget and make recommendations to City Council.
- City of Aurora Parks and Recreation Advisory Board 2019 - 2021
 - Contributed to the development and improvement of community parks and recreational programs.
- Imagination Library of Colorado 2022 - Present
 - Support the mission of providing free books to children to foster early childhood literacy.
- Spina Bifida Association of Colorado 2016 - Present
 - Chair 2019 - 2025
 - Oversee operations and fundraising efforts to support individuals with Spina Bifida and their families.
- Buddy Publishing Foundation, Imagination Library Aurora 2022 - Present
 - Founder & CEO
 - Our mission is to facilitate and support child and adult literacy and education throughout the state of Colorado through book mailing programs and resources of independent publishing.
- Rotary Club of Aurora 2018 - Present
 - President 2021 - 2022
 - Red-tailed Hawk Park Project 2019
 - Fire Safety Trailer Project for Aurora Fire Department 2023 - 2025
 - Led community service projects and fundraising initiatives to support local and international causes.
- CIPA Education & Literacy Foundation 2023 - Present
 - Book Benefit Chair - distributing free books into the community to promote literacy.
- Aurora Chamber of Commerce
 - Graduate of Leadership Aurora 2017
 - Vice Chair of the Ambassador Team - Represent the chamber and facilitated connections between local businesses and community leaders.
 - Chair of Positive Business Partners - Promote positive workplace practices and facilitated networking opportunities for local businesses.
- Treasurer, SOCO HOA (Durango)
 - Managed financial records and budget for the homeowners association to ensure fiscal responsibility.
- Occupational Advisory Council (APS and CCIC) - Business & Marketing
 - Provided guidance on curriculum and training to better align workforce development with industry needs.

EDUCATION

Bachelor of Arts, 2011

Metropolitan State University of Denver

- Major in Biology
- Minor in Psychology

Business Administration - Project Management, 2005

Colorado Technical University of Colorado Springs

- Advanced Certification in Project Management

Licensed in Property, Casualty, Life, Health, Annuity & Series 6 Securities

City of Aurora

APPLICATION – At-Large Council Member

Application will not be considered without an attached resume or if received past the deadline. Please include your previous three employers and the reason for leaving on your resume.

First Name: Jonathan Last Name: McMillan

Residence Address: [REDACTED]

City: Aurora State: CO Zip Code: 80011

Email: [REDACTED] Phone: [REDACTED]

EDUCATION

Degree: N/A Years Completed:

Degree: N/A Years Completed:

CURRENT EMPLOYMENT

Name of Employer: Trailhead Institute

Position: Director of Firearm-Related Harm & Violence Prevention Date of Employment: 03/01/2024

Business Address: [REDACTED]

REFERENCES

Name: Denver Mayor Mike Johnston Phone: [REDACTED]

Name: Micheal Hancock Phone: [REDACTED]

Name: Albus Brooks Phone: [REDACTED]

APPOINTIVE POSITIONS

List any board, committee, or commission you currently serve on

State of Colorado Justice Assistance Grant Board, Denver Crime Prevention & Control Commission, Denver District Attorney's Community Advisory Board

Why do you desire appointment to City Council?

I want to bring data-driven, community-focused, and servant leadership to Aurora. Misconceptions about crime harm our city’s image and weaken community connection—a critical protective factor against violence. With a focus on equity and my experience in violence prevention, I prioritize solutions that serve our most vulnerable residents. Guided by my lived experience, I am committed to policies that create safety, affordable housing, and opportunities for all. I’ll use diverse methods to ensure every voice is heard.

If we were to conduct a comprehensive background investigation and reference checks, what will we find that may warrant explanation or that could be of concern to the city?

A background check would show I have had my share of experience with Colorado's criminal legal system since I was a teenager.

I am a formerly incarcerated person who since my release in 2000 has gone on to work for the City & County of Denver, leading the Office of Youth Violence Prevention, the State of Colorado as the Director of the Office of Gun Violence Prevention, worked for Denver City Council as an aide and community affairs liaison. Additionally, I was falsely accused of a crime in 2012 which resulted in a minor fine.

Do you have any special work experience, qualifications, or training that you would like to share?

I bring 30+ years in violence prevention, public health, and community leadership. As Director at Trailhead Institute and former Director for Colorado’s and Denver’s violence prevention offices, I have experience leading major initiatives, coordinated statewide strategies, and overseeing major budgets. I’ve served on key city and state commissions and boards, with deep experience in community engagement and representation.

How much time do you anticipate being able to spend on council duties each month? 32-40

Are there certain times when you would not be available? "Flexible job; can adjust schedule as needed for council duties."

I swear and affirm that I:

- Am a registered elector of the city of Aurora
- Am a citizen of the United States of America
- Have resided within the municipal boundaries of the city of Aurora for at least one year prior to the date of appointment
- Will have reached by 21st birthday prior to the date of appointment
- Have not been convicted of embezzlement of public money, bribery, perjury, solicitation of bribery or subornation of perjury.
- Am not a City of Aurora employee and do not hold any other elective public office

Signature: Jonathan McMillan Date: 11/11/2024

Send completed application packet to:

Email: CityClerk@auroragov.org

Mail: City Clerk’s Office, 15151 E. Alameda Pkwy., Ste. 1400, Aurora, CO 80012

Fax: 303-739-7520

CITY CLERK’S OFFICE USE ONLY:

Voter Registration Date:

Application Received: 11-12-2024

[Handwritten Signature]

Jonathan McMillan

A Proven Servant Leader Bridging Communities and Government Through Public Health Principles



EXPERIENCE

Trailhead Institute — Director of Firearm-Related Harm & Violence Prevention

March, 2024 - Present As the Director of the Firearm-Related Harm & Violence Prevention (FHVP) Program Office I oversee and focus on helping communities design and implement their own firearm-related harm prevention strategies. In addition to providing technical assistance and training based on the needs and wants of communities, the FHVP Program will outreach to Colorado young people, parents, educators, faith leaders, firearm owners, researchers, local political leaders and many others across the state who want to be part of the solution to ensure their unique perspectives are included in this public health approach to firearm-related harm prevention. These outreach efforts will inform the development of a strategic plan to build action from the 2023 Roundtable report and support the creation of a second statewide convening later this year.

State of Colorado Department of Public Health & Environment — Director of Gun Violence Prevention

May, 2022 - March 2024 (Reason for Leaving: Transitioned to a role with broader community impact.)

As the director of the State of Colorado's Office of Gun Violence Prevention I oversaw the establishment of a new office and developed a strategic plan to fulfill legislative mandates, including launching a gun violence prevention resource bank, a public awareness campaign, and a grant program. I analyzed gun violence data, identified trends, and evaluated the effectiveness of strategies. I managed a small internal team and coordinated with stakeholders, including state agencies, the governor's office, local municipalities, community organizations, and research partners such as the Colorado School of Public Health and the Center for the Study and Prevention of Violence. I directed a budget exceeding \$3 million and awarded grants to community-based youth violence prevention programs. I led statewide outreach to gather community input on the impact of firearm ownership and violence, engaging regularly with coalitions representing diverse perspectives on gun control and Second Amendment rights.

SKILLS

Mentor with over 25 years experience with elementary - post-secondary school age students

Public Speaker with over 25 years of experience

Facilitator of group discussions and seminars & workshops

Policy Development

Trained and experienced Gang & Conflict Interventionist & Mediator

Community Engagement I have a lifetime of experience representing various communities. My personal and professional motto is "making and holding space for community voice at the table."

AWARDS

My Brother's Keeper Top 25, 2016 City & County of Denver Mayor's Office of Children's Affairs

Outstanding Community Partner, 2015, 2016 Engage Denver

Mentor of the Year nominee 2015, The Fathers Show

African Americans Who Make

City & County of Denver, Office Of Children's Affairs — Director of Youth Violence Prevention

February, 2021 - May, 2022 (Reason for Leaving: Moved to a state-level position to expand influence on gun violence prevention.)

As the director of the City & County of Denver's Youth Violence Prevention initiative my job duties included:

Serving as chair of the Youth Violence Prevention Action Table (YVPAT), a coalition of multiple stakeholders across multiple sectors, including city agency leaders, non-profit and community based organizations leaders and directors, law enforcement leaders, and others. I provided strategic oversight, leadership, and direction to the YVPAT to increase communication and information sharing among city agencies, community organizations, and youth to address gaps and opportunities where the city can increase support. Additionally, I oversaw the development of a public health approach to youth violence prevention in a set of strategies outlined in a December 2020 report (see attachment). Additionally, I sit on the Denver City & County of Denver's Crime Prevention and Control Commission and the Denver District Attorney's Community Advisory Board.

I oversaw a budget of over \$1 million and the awarding of grant funding to community based youth violence prevention organizations. I perform direct outreach to community partners and raise awareness of public health based youth violence prevention strategies.

Denver City Council District 9, Denver CO, —Community Affairs Liaison

September 2018 - July 2019 (Reason for Leaving: Completed a successful term of service; transitioned to other public safety roles.)

As the Community Affairs Liaison my job duties ranged from resolving day-to-day constituent concerns to consulting youth gun violence reduction policy. I often engaged with other City agencies including Public Works and Denver Police, external stakeholders (Denver Public Schools), constituents(registered neighborhood organizations), media, and other groups, and served as liaison on behalf of the council person to address community issues or problems.

A major component of my job was assisting Councilman Brooks during meetings and attending them in his absence.

I led our office's role in the strategic planning of a city-wide, multi-agency, coordinated youth gun violence reduction/prevention plan and recruited support from national partners such as the National League of Cities and Cities United.

a Difference 2016, Denver Urban Spectrum

Leadership & Legacy Award 2017, Urban Leadership Foundation

Community HOPE Award 2023, Shorter A.M.E Community Church

Projects

City & County of Denver Youth Violence Prevention Action Table — Executive Team Community Lead

As a part of the Youth Violence Prevention Action Table I have participated in the creation of both short term and long term comprehensive youth violence prevention plans and participated and was responsible for the completion of key tasks associated with implementing those plans.

Bridging the Gap: Kids and Cops — Facilitator

The Bridging the Gap program seeks to proactively improve relationships between youth and law enforcement in Denver by educating youth on their rights and responsibilities when in contact with law enforcement and educating officers in key aspects of adolescent and de-escalation techniques.

Formal Education

Metropolitan University of Denver, Denver CO— Journalism/Human Services

September 2008 – June 2010

City & County of Denver, Department of Public Safety (GRID – Gang Reduction Initiative of Denver, Denver CO, — Gang Intervention Specialist Outreach Case Manager

June 2016 - October 2018

(Reason for Leaving: Took on a new leadership role to address youth violence prevention at the city level.)

In this role, I was part of a case management team which coordinated services between agencies (human services, judicial, community and others) aimed at reducing the risk of clients being involved in gang violence (whether by victimization or perpetration). Additionally, I provided direct services to my clients such as mentoring, employment skill development and job finding assistance, and personal development training. To this end, I built and engaged in relationships with individuals, families and communities to affect positive change.

Open Door Youth Gang Alternatives, Denver CO, — Program Coordinator/ Community Liaison/ Mentor

January 1992 - May 2010

For over 25 years I worked with Open Door Youth Gang Alternatives as either a full-time, part-time or an occasional volunteer employee. I wore many different hats and filled many different positions. I began my career there as a community service client then as a youth/community liaison responsible for outreach, marketing, branding, community service coordination and peer mentoring. Gang prevention, intervention and mediation were key aspects to Open Door's mission which I coordinated and participated in regularly. I also managed personnel/ human resource issues including the hiring and screening of potential volunteers, mentors and other staff.

CIVIC ENGAGEMENT

My Brother's Keeper , Denver— Mentor/Steering Committee

April, 2015 - 2021

I sat on several steering committees of the Denver My Brother's Keeper Initiative, a national initiative to make the American Dream available to all boys and young men of color by eliminating gaps in their opportunities and outcomes. I worked very closely with the **Mayor's Office of Children's Affairs, Office of the Independent Monitor, Office of Economic Development, Crime Prevention and Control Commission** and many grassroot organizations and schools throughout the Denver metro area, in several capacities. These include mentor, facilitator, trainer and steering committee member and co-chair.

Denver East High School, Denver CO— G.E.D.

June 1991

Volunteer Engagement

Launch microSchools!

Denver CO

Board of Directors

2017–Present

Park Hill Strong

Denver CO

Board of Directors

2017–2022

PREP Academy Collaborative Schools Committee,

Denver CO

Community member

2017–Present

Bayaud Enterprises

Denver CO

Board of Directors

2020–Present

Denver District Attorney Community Advisory Council

Denver CO

Community member

2018–Present

**Denver African American Commission , Denver—
*Commissioner/ Commission Chair***

Jan, 2015 - February, 2019

The Denver African-American Commission is charged with advising the Mayor on issues and concerns that impact or are of importance to the African American community. We serve as a bridge between the African American community and policy-makers and engage in responsible activism for the community.

**Denver Crime Prevention and Control Commission ,
Denver— *Commissioner/ Commission Chair***

Jan, 2015 - February, 2019

I served on the Crime Prevention and Control Commission, working to reduce recidivism and improve public safety. We developed programs to lessen jail use and addressed behavioral health in justice. I also aided in promoting innovative criminal justice approaches and funding acquisition, serving on the budget committee and helped revise the ordinance.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Remove One (1) Member from the Historic Preservation 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: 6.4--Provide appropriate stewardship of natural resources to ensure long-term sustainability for the city

COUNCIL MEETING DATES:

Study Session: 12/2/2024

Regular Meeting: 12/16/2024

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.)*

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

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The purpose of the Historic Preservation Commission is to review and make recommendations to City Council regarding potential landmark status for historical sites, districts and other properties for the educational, cultural and economic benefit of Aurora citizens.

The Historic Preservation Commission consists of eleven (11) members appointed by the Aurora City Council. The term length is three (3) years and members may serve up to three (3) terms. All eligible applications received within the last year are forwarded to the Commission to be considered for interviews.

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

The Historic Preservation Commission has requested to remove one (1) member due to their failure to attend regular meetings.

The Historic Preservation member, Emma Bertand, has missed three (3) consecutive meetings (August, September, and October). The Commission is recommending that this member should be removed from the Historic Preservation Commission. As it is stated in **the Commission’s** Rules and Procedures, a member missing more than three (3) meetings in a six month period is grounds for dismissal. Numerous conversations have been had regarding attendance with the Historic Preservation Commissioners, as it affects quorum.

A signed letter from the Chair was emailed to Commissioner Bertrand on October 17, 2024, with mention to reach out to either the Chair or Vice Chair Ackman, if she wanted to discuss the concern. A response has not been received from Ms. Bertand to date.

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 proceed with the removal of Emma Bertrand from the Historic Preservation Commission?

LEGAL COMMENTS

All members of boards and commissions are subject to removal by City Council at its pleasure and at any time without cause. (Aurora City Charter, art. IX, se. 9-1). (TJoyce)



To: Mayor Coffman and Members of City Council

From: Todd McMahon, Chair, Historic Preservation Commission

Through: T Scott Williams, Director, Aurora History Museum & Historic Sites / Marcus Bond, City Clerk Analyst

Date: November 6, 2024

Subject: Consideration to Remove a Member from the Historic Preservation Commission

The Historic Preservation Commission respectfully recommends the removal of Emma Bertrand from the Historic Preservation Commission for the following reason(s):

HPC member Emma Bertrand has missed 3 meetings in a row (August, September, and October). The first time was acceptable, but the following two reasons were flimsy, and last minute. After the October 8th meeting (the 3rd meeting missed in a row), the Chair and Vice Chair discussed the member in depth with Chris Geddes, Historic Preservation Specialist, and Scott Williams, Museum Director. It was decided that this member should be removed from the HPC as we have it in our Rules of Procedure that if a member misses more than 3 meetings in a 6 month period, it is grounds for dismissal from the commission. We've had numerous conversations about attendance with the HPC as it affects quorum, especially if there is a public hearing, etc., so they are all familiar with the rules.

A signed letter from the Chair was emailed to Commissioner Bertrand on October 17, 2024, with mention to reach out to either the Chair or Vice Chair Ackman if she wanted to discuss the issue. No one has heard from her in the 3+ weeks since it was sent.

In accordance with the Bylaws, Rules of Procedure, Amended 1-7-2014: 7. ATTENDANCE POLICY A.

Commission members shall make every reasonable effort to attend regularly scheduled business meetings and public hearings of the Commission. Acquiring more than three absences within any six (6) month period may be cause for termination from the Commission upon the recommendation of the Chair and Vice Chair in consultation with AHMHS staff. This

recommendation will then be forwarded to City Council for approval. Members are expected to attend special meetings, but these meetings are not subject to regular attendance policies.

The board member was contacted on the following days regarding the Historic Preservation Commission's concerns:

October 17, 2024 official email from the Board Chair

The board member's response was as follows: We never received any response from the Commission member.

Recommendation

The Historic Preservation Commission respectfully recommends to city council the removal of Emma Bertrand as a Member on the Historic Preservation Commission.



Library and Cultural Services
15051 E. Alameda Parkway
Aurora, Colorado 80012
303.739.6661

November 1, 2024

Aurora City Clerk's Office

RE: Removal of Emma Bertrand from the Historic Preservation Commission

Dear City Clerk's Office,

If you could please begin the process for the City Council to remove Ms. Emma Bertrand from the Aurora Historic Preservation Commission (HPC) so this position can be opened up to new recruits.

HPC member Emma Bertrand has missed 3 meetings in a row (August, September, and October). The first time was understandable, but the following two reasons were flimsy, at best. After the October 8th meeting, the Vice Chair and I discussed the member in depth with Chris Geddes, the Historic Preservation Specialist, and Scott Williams, the Museum Director. We decided that this member should be removed from the HPC as we have it in our Rules of Procedure that if a member misses more than 3 meetings in a 6 month period, it is grounds for dismissal from the commission. We've had numerous conversations about attendance with the HPC as it affects quorum, especially if there is a public hearing, etc., so they are all familiar with the rules.

A signed letter was sent to Commissioner Bertrand on October 17, 2024, with mention to reach out to either myself, as the Chair, or Vice Chair Ackman if she wanted to discuss the issue. None of us have heard from her in the 2+ weeks since it was sent. We are ready to proceed with removing Ms. Bertrand from the HPC.

Sincerely,

A handwritten signature in cursive script that reads "Todd C. McMahon".

Todd C McMahon
Chair, Aurora Historic Preservation Commission
Transmitted via email



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Reappoint One (1) Member and to Appoint Two (2) Members to the Commission for Older Adults
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: 1.2--Develop neighborhood and community relationships

COUNCIL MEETING DATES:

Study Session: 12/2/2024

Regular Meeting: 12/16/2024

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.)*

- 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 Commission for Older Adults advises the City Council and the director of Parks, Recreation and Open Space Department on such matters as shall pertain to the lives, standard of living and condition of improving the quality of life for older adults living in Aurora.

The Commission for Older Adults is made up of nine (9) members who are residents of Aurora and registered electors. Members serve a 3-year term and 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 Commission for Older Adults currently has three (3) vacancies. The Commission received five (5) applications and interviews were conducted on October 8, 2024 and November 4, 2024.

Among the applicants were:

- Frances Dollard
- Betsy Oudenhoven
- Michelle Stoll
- Karen Talley
- Demetria Martinez

Upon conducting interviews, the Commission for Older Adults respectfully recommends the reappointment and appointment of the following candidates:

- Frances Dollard – 2nd term beginning 2/1/2025 and ending on 1/31/2028
- Betsy Oudenhoven – 1st term beginning on 2/1/2024 and ending on 1/31/2027
- Michelle Stoll - 1st term beginning on 2/1/2024 and ending on 1/31/2027

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 Council wish to reappoint Frances Dollard and to appoint Betsy Oudenhoven and Michelle Stoll to the Commission for Older Adults?

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 Commission for Older Adults shall consist of no less than seven and no more than nine members. All Commissioners shall be registered electors of the City. The Commission shall consist of adult citizens, the majority of whom shall be 55 years of age or older and concerned with the needs of older adults with considerations given to their contribution and interest in older adults. No person may serve more than two consecutive terms of three years each. (Aurora, Colo. Code § 2-812(e)). City employees holding the offices of City Manager, Director of Community Development and Director of Parks, Recreation and Open Space or their designees shall be ex officio nonvoting members of the commission. (Aurora, Colo Code § 2-812). (TJoyce)



To: Mayor Coffman and Members of City Council

From: Jeannie Davis, Chairperson, Aurora Commission for Older Adults

Through: Brooke Bell, Director of Parks, Recreation and Open Space Department and Marcus Bond, City Clerk Analyst

Date: November 8, 2024

Subject: New Appointment to the Aurora Commission for Older Adults

Board or Commission Name: Aurora Commission for Older Adults

Number of Vacancies: 3

Interview Information

Date of Interview: October 8, 2024

Date of Interview: November 4, 2024

Applicant Name: Michelle Stoll

Applicant Name(s): Betsy Oudenhoven

Applicant Interviewed: Michelle Stoll

Applicant Interviewed: Betsy Oudenhoven

Recommendation

Suggested Appointment: Michelle Stoll and Betsy Oudenhoven

Suggested Re-Appointment: Frances (Fran) Dollard

Summary:

Michelle is viewed as professional, competent, and positive by Commissioners and currently works with older adults at Kaiser Permanente. Her past community volunteerism is admirable. She has an interest in serving on the Fraud Prevention and Abuse Committee.

Betsy is a retired college president and Commissioners believe her leadership skills will be a value-added asset for the Commission. Her ability to effectively communicate and interact with a diverse population of students will enhance the effectiveness of our Intergenerational Support Committee.

Fran has diligently served nearly two terms as a Commissioner (expires 1/31/25) and volunteers in a variety of roles. She has certainly earned a third term appointment to the Commission and is eager to continue focusing on existing and future programs that address the needs of older adults in Aurora.

The Aurora Commission for Older Adults strongly supports the re-appointment of Frances Dollard and the appointment of Michelle Stoll and Betsy Oudenhoven, as members on the Aurora Commission for Older Adults.

Commission For Older Adults

Applicant Package - Ward To Be Determined

Commission For Older Adults - Ward To Be Determined

Term 01 Feb 2024 - 31 Jan 2027

Positions Available 3

Number of applicants in this package 1

- Dollard, Frances

Received: 11/07/2024

Ward V Resident & Registered Voter

Arapahoe County

Vetted: 11/07/2024

Marcus Bond

Name: Dollard, Frances

Address: [REDACTED]

Email: [REDACTED]

Board Name: Commission for Older Adults

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

Na

How long have you lived in Aurora?:

44 years

Are you registered to vote?:

Yes

Years of Education Completed:

High School

Degree(s) Received:

Diploma

College(s) Attended:

Na

Employer Name:

Semi retired

Employer Address:

Na

Current Position:

Na

Years with Current Employer:

Na

Work Experience:

Administrative

Certification(s):

Na

How are you involved in your community?:

Current Commission member

List your interests and activities.:

Na

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?:

Yes

Why do you desire this appointment?:

Na

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

Na

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:

Na

Reference 2: Full Name, Phone Number and Address:

Na

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:

Frances M Dollard

Time of Submission: 11/07/24 3:30:34 PM

Commission For Older Adults

Applicant Package - Ward To Be Determined

Commission For Older Adults - Ward To Be Determined

Term 01 Feb 2024 - 31 Jan 2027

Positions Available 3

Number of applicants in this package 1

- Oudenhoven, Betsy

Received: 9/12/2024

Ward II Resident & Registered Voter

Arapahoe County

Received: 9/12/2024

Marcus Bond

Name: Oudenhoven, Betsy

Address: [REDACTED]

Email: [REDACTED]

Board Name: Commission for Older Adults

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

13 years

Are you registered to vote?:

Yes

Years of Education Completed:

over 20

Degree(s) Received:

BS Psychology MA Counseling PhD Higher Education

College(s) Attended:

St. Lawrence University University of Colorado-Boulder Loyola University-Chicago

Employer Name:

Community College of Aurora, 2011-2021

Employer Address:

16000 E. Centretech Pkwy. Aurora, CO 80011

Current Position:

retired college president

Years with Current Employer:

10 with CCA

Work Experience:

42 years in higher education (please see attached resume)

Certification(s):

Health navigation (Colorado)

How are you involved in your community?:

I have served on a number of boards in Aurora including the Aurora Chamber, the Aurora Mental Health Center, and ADWorks. I am currently serving on the Aurora History Museum Foundation board and am also a member of the Aurora chapter of AAUW.

List your interests and activities.:

I play guitar, attend fitness classes and play pickleball at city recreation centers near where I live, take classes on occasion, and read. I like doing just about anything outdoors. I recently completed a program through the University of Colorado-Anschutz to become an Older Adult Research Specialist (OARS).

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

Yes

If yes, enter the board name and position:

Secretary, Aurora History Museum Foundation

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

No

Why do you desire this appointment?:

I really enjoy living in Aurora and am an older adult myself. I am used to being very involved in the community and am looking for ways to contribute now that I am retired. In the past year I have spent a lot of time preparing for this next stage of my life and specifically finding ways to be of assistance to other older adults. I am curious to learn more about how the Commission helps to address the varied needs of older adults across our very diverse city. It is important to me to find ways to give back to the community where I live.

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

Right now I think 10-15 hours is reasonable (but I can do more as needed). That may change if I go back to work.

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

No

If yes, please explain:

No conflict.

Reference 1: Full Name, Phone Number and Address:

Ms. Cindy Hesse, Retired VP of Human Resources, CCA [REDACTED]
[REDACTED]

Reference 2: Full Name, Phone Number and Address:

Mr. Scott Williams, Director, Aurora History Museum & Historic Sites
[REDACTED]

Reference 3: Full Name, Phone Number and Address:

Dr. Kathryn (Kady) Nearing, Assoc. Prof. Geriatric Medicine, CU Anschutz (OARS)
[REDACTED] (I don't have a phone # for her)

How did you hear about us?:

Other

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

Elizabeth D. Oudenhoven

Time of Submission: 09/12/24 2:44:30 PM

Attachments

- Betsy O resume 5-24.pdf

BETSY OUDENHOVEN, Ph.D.



Professional Experience

President – *Community College of Aurora, interim from July 2013-December 2013, permanent appointment December 2013 to July 2021.* Position had overall responsibility for the college including educational leadership, administrative management, achievement of college goals and objectives, achievement/support of system goals/initiatives, and relationships and partnerships with the community, businesses, industry, K-12, 4-year colleges/universities, the College Foundation, and the College Advisory Council. Direct reports included the vice presidents of academic affairs, student affairs, administration, and institutional effectiveness, director of human resources, and college equity and inclusion officer.

Selected highlights at the Community College of Aurora during my tenure include:

- Guided the college through the 2020-2021 **pandemic** while prioritizing student and employee health and sustaining instructional and student support services.
- Provided oversight for a college budget of over 40 million. Directed use of federal relief funds.
- Implemented a comprehensive and successful approach to becoming a more **equity-minded institution** with a focus on diversifying our workforce and closing the equity gap for our students of color. The college's work was recognized nationally when we were selected as the winner of the **American Association of Community Colleges (AACC) Advancing Diversity award** in 2019.
- Increased Latinx student enrollment, achieved **Hispanic Serving Institution (HSI)** status, and improved the retention, completion, and transfer rates of our Latinx students.
- Worked with the City of Aurora and the CCA Foundation to assume **ownership of the Centretech campus** in 2016, ensuring future access to state capital construction and controlled maintenance funds. Received a large donation to renovate the CTC advising center.
- Received the top ranking among new higher education **capital projects** in the 2020 pre-COVID Colorado state budget for CCA's Center for Engineering and Applied Technology.
- The college also received over 30 million in **grants** over the years including several federal grants.

Vice President of Student Affairs – *Community College of Aurora, August 2011-July 2013.* Position had overall responsibility for the division of student affairs including the departments of admissions, registration and records, testing, outreach and recruitment, student success, accessibility services, advising, veteran's services, career services, student life, financial aid, counseling, and Lowry student services. The division included over 60 full-time and part-time employees and served over 8,000 students per semester. Provided leadership in the aftermath of the 2012 Aurora theater shooting.

Vice President of Student Development – *Joliet Junior College, September 2007-July 2011*

Dean of Counseling and Retention – *College of Lake County, May 2006-September 2007*. **Director of Counseling** – *College of Lake County, August 2001-July 2006*. Served as administrator for a community college counseling center which provided academic and transfer advisement, career exploration and personal counseling to a diverse student body of approximately 16,000 at three locations.

Assistant Director of Academic Advising – *Roosevelt University, August 2000-July 2001*.

Student Services Manager – *Oakton Community College, April 1998-August 2000*.

Assistant Director of Residence Life and Housing – *State University of New York at Oswego, June 1988-July 1997*. Served as a member of the central management team for an on-campus population of 3500 and had overall responsibility for a residential area of approximately 800 students. **Recipient of the Chancellor's Award for Excellence in Professional Service (1997)**.

Assistant to the Dean of Students – *SUNY Oswego, 1984-86, 1987-88*.

Education and Training

Completed training through CU-Anschutz Multidisciplinary Center on Aging including:

Health Navigation training (2/24-3/24 – 7-week, 80+ hours)

- **Earned Health Navigation Credential (recognized by Colorado Department of Public Health and Environment) – June 2024**
- Mental Health First Aid national certification
- Diversity, Equity, Inclusion; Cultural Competency; Health Literacy
- Motivational Interviewing

Older Adult Research Specialist training (4/24-5/24 – 7-week 80+ hours)

- Overview of clinical trials (phases, key design elements and considerations guiding inclusion/exclusion criteria)
- Research ethics, regulations, and basic elements of informed consent
- Role plays to practice facilitating the informed consent process
- Completed a team-based projects addressing to facilitate older adult participation in research

Doctor of Philosophy in Higher Education, Loyola University Chicago. Dissertation: *Caught in the Middle: Generation 1.5 Latino Students and English Language Learning at a Community College*.

Recipient: Loyola University Terry E. Williams Higher Education Program Distinguished Alumna award

Master of Arts in Counseling and Guidance, University of Colorado, Boulder, Colorado.

Bachelor of Science in Psychology, Cum Laude, St. Lawrence University, Canton, New York.

Commission For Older Adults

Applicant Package - Ward To Be Determined

Commission For Older Adults - Ward To Be Determined

Term 01 Feb 2024 - 31 Jan 2027

Positions Available 4

Number of applicants in this package 1

- Stoll, Michelle

Received: 07/22/2024

Ward VI Resident & Registered Voter

Arapahoe County

Vetted: 7/23/2024

Marcus Bond

Name: Stoll, Michelle

Address: [REDACTED]

Email: [REDACTED]

Board Name: Commission for Older Adults

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?:

Yes

Years of Education Completed:

18+

Degree(s) Received:

BA, MBA

College(s) Attended:

University of Akron, University of Mount Union

Employer Name:

Kaiser Permanente

Employer Address:

[REDACTED]

Current Position:

Retiree Consultant

Years with Current Employer:

7

Work Experience:

Kaiser Permanente - 7 years. Broker - 3 years

Certification(s):

Colorado Accident, Life & Health

How are you involved in your community?:

I volunteer for Meals on Wheels each month and Little Helpers occasionally

List your interests and activities.:

Walking, Hiking, Biking, Skiing, Snowshoing, Pickleball, Food & Wine, Movies

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

No

If yes, enter the board name and position:

I don't currently serve on a City of Aurora board

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

No

Why do you desire this appointment?:

I work with older adults in my role with Kaiser Permanente and am interested in their areas of interest.

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

I work full time but can definitely dedicate one day a month

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

Yes

If yes, please explain:

I work full-time during the week

Reference 1: Full Name, Phone Number and Address:

Becky Starr, [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Cindy Kunkel, [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Doreene Keep, [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:

Michelle Stoll

Time of Submission: 07/22/24 7:14:50 PM

Commission For Older Adults

Applicant Package - Ward III

Commission For Older Adults - Ward III

Term 01 Feb 2024 - 31 Jan 2027

Positions Available 3

Number of applicants in this package 1

- Martinez, Demetria

Received 2/17/2024
Ward III & Registered Voter
Vetted on 2/28/2024



Name: Martinez, Demetria

Address: [REDACTED]

Email: [REDACTED]

Board Name: Commission for Older Adults

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

8 Months

Are you registered to vote?:

Yes

Years of Education Completed:

20

Degree(s) Received:

BA Social Science

College(s) Attended:

Regis University

Employer Name:

DM Consulting

Employer Address:

NA

Current Position:

Owner

Years with Current Employer:

5 years

Work Experience:

See Resume

Certification(s):

See Resume

How are you involved in your community?:

Volunteer Education Advocate

List your interests and activities.:

Youth Veterans Older Adults

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?:

To be engaged in the community and help inform policy and decision makers with a voice.

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

I'm flexible

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:

Robert Andrews [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Allison Coombs [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Abigail Hinga [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:

Demetria Martinez

Time of Submission: 02/17/24 1:02:41 AM

Attachments

Aurora Commission For Older Adults

Applicant Package - Ward III

Aurora Commission For Older Adults - Ward III

Term 01 Feb 2024 - 31 Jan 2027

Positions Available 3

Number of applicants in this package 1

- Talley, Karen

Received: 02/16/2024
Ward III Resident & Registered Voter
Arapahoe County
Vetted on 2/16/2024

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

Name: Talley, Karen

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Commission for Older Adults

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

42 years

Are you registered to vote?:

Yes

Years of Education Completed:

College

Degree(s) Received:

BA

College(s) Attended:

University of Colorado Aurora Community College

Employer Name:

NA

Employer Address:

NA

Current Position:

NA

Years with Current Employer:

NA

Work Experience:

On Attached Resume

Certification(s):

Paralegal

How are you involved in your community?:

I currently serve on my HOA board

List your interests and activities.:

Book club member for 20 years, gym, movies/theater/concerts, spending time with family and friends.

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

No

If yes, enter the board name and position:

NA

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

No

Why do you desire this appointment?:

I consider older adults to be terribly under represented in communities. This sector of the population lack necessary resources to live a healthy and full life. To access resources that are available involves navigating complex voice trees and websites. As a society, we should do much better to give more back to our senior population, who are the foundation of our country.

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

2-8 hours

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:

Monica Owens, [REDACTED] Aurora, CO 80012

Reference 2: Full Name, Phone Number and Address:

LaVonna Heath, [REDACTED] Denver, CO 80249

Reference 3: Full Name, Phone Number and Address:

Lisa Sterling, [REDACTED] Denver, CO 80249

How did you hear about us?:

Other

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

Karen Elaine Talley

Time of Submission: 02/15/24 8:23:35 PM

Attachments

- Karen's Resume.pdf



PROFESSIONAL PROFILE:

- Program Authority.
- Manage multiple tasks while working under pressure.
- Broad industry experience which includes Government, Healthcare, Finance and Legal.

QUALIFICATIONS:

- Excel in researching, problem solving and communication.
- Extremely organized.
- Strong people skills.
- Excellent written and verbal skills.
- Report generation and analysis.
- Process implementation.
- Provider contract execution.
- Data management.
- Working knowledge of State programs.
- Proficiency in most computer software and mainframe programs.
- Web design.
- Training.

EDUCATION:

- Bachelor of Arts- Communications
- ABA Paralegal Certificate-cum laude

RELEVANT EXPERIENCE:

Worked with city and county governments.

- Presentation of rules and program changes to Colorado Medical Service Board.
- Served on Aurora, Colorado Citizens Advisory Budget Commission.
- Served on Aurora, Colorado Human Relations Commission.

Managed varied relationships.

- Organized and facilitated various Stakeholder forums and conferences.
- Participated as speaker in outreach settings.

Analysis, Design and Strategies

- Financial and accounting auditing experience.
- Knowledge of budget issues.
- Drafted and reviewed contracts, amendments, and other contract related documents.
- Prepared written reports and recommendations to upper management.
- Drafted and published Colorado Indigent Care Program (CICP) Provider manual, and quarterly newsletters.



Research, Compliance, and Communication

- Researched legal issues, state and federal regulations, and policies.
- Ensured Provider's compliance with program policies, and state and federal regulations.

WORK HISTORY:

2008-2020 Department of Healthcare Policy and Financing

IT Security Administrator (2015-2020)

- Administration of Windows server infrastructure and related underlying systems.
 - Worked with Help Desk team in managing, provisioning, and configuring user access, group policy, and security settings.
 - Provided technical support for staff and external users.
 - Proactively monitored and reviewed system error logs and user-reported errors, and remediating issues.
 - Initiated and/or updated incident tickets with users and vendors; tracked assigned open ticket activity and ensured timely resolution.
 - Worked on new projects and technologies in support of business needs.
 - Briefed management and stakeholders on Windows servers and underlying systems.
 - Developed and provided training to other shared services team members.
- Other duties as assigned.

Safety Net Programs and Grants Administrator (2008-2015)

- Development of policies and implementation for the CICP and the Old Age Pension (OAP Health and Medical Program).
- Annually trained medical providers and other Stakeholders.
- Researched, analyzed, and drafted regulations, contracts, and provided oversight for programs managed.
- Monitored Provider applications and contract compliance.
- Reviewed and provided feedback on accuracy of information and took steps to correct any deficiencies.
- Liaison with providers, stakeholders, and clients, and facilitated positive resolution for client complaints.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Veterans Affairs 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: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 12/2/2024

Regular Meeting: 12/16/2024

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.)*

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

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

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

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

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

The Veterans Affairs Commission has one (1) upcoming resignation on 12/31/2024. The Veterans Affairs Commission received one (1) application and an interview was conducted on 10/6/2024.

The applicant was:
Michael Swanson

Upon conducting the interview, the Veterans Affairs Commission respectfully recommends the appointment of the following candidate:

Michael Swanson – Effective on 1/1/2025 upon the resignation of Commissioner Julie Huygen, Mr. Swanson will complete the stub term that began on 7/1/2022 and ends on 6/30/2025.

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 support the appointment of Michael Swanson to the Veterans Affairs 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 veterans' affairs commission shall consist of eleven voting members and one non-voting alternate member, who shall be registered electors and shall be on active duty or honorably discharged from the United States Army, Navy, Marine Corps, Air Force or Coast Guard. (Aurora, Colo. Code § 2-851). The term length for each member is three years and members may serve up to three consecutive terms. (Aurora, Colo. Code § 2-772).** (Tjoyce)



MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Ralph Charlip, Chairperson, Aurora Veterans Affairs Commission

THROUGH: City Clerk’s Office, Marcus Bond, City Clerk Analyst

DATE: November 12, 2024

SUBJECT: New Appointment to the Veterans Affairs Commission

Board or Commission: Veterans Affairs Commission

Number of Vacancies: 1

Interview Information

Date of Interview: October 6, 2024

Name of Applicant: Dr Michael Swanson

Applicant Interviewed: Yes

Recommendation: Appoint to the commission effective January 1, 2025, the day after Commissioner Huygen’s resignation is effective.

Suggested Appointment: Yes

Summary: The Veterans Affairs Commission unanimously supports Dr Swanson for appointment as a commissioner. To assess his qualifications, I checked his social media accounts (Facebook and LinkedIn), spoke with three references and three commissioners interviewed him for approximately 60 minutes during which he was asked about his experience, values and desire to serve as a commissioner. He demonstrated strong values regarding honesty, integrity and accountability and is committed to veteran issues. He demonstrated the ability to deal with conflict, speak to the public and have the time to be engaged with the commission. His reference checks were all positive and supported the information he shared during the interview. We look forward to working with him in the future.

Veterans Affairs Commission

Applicant Package - At Large

Veterans Affairs Commission - At Large

Term 01 Jul 2023 - 30 Jun 2026

Positions Available 2

Number of applicants in this package 1

- Swanson, Michael

Received: 10/1/2024

Ward I Resident & Registered Voter

Arapahoe County

Vetted: 10/2/2024

Marcus Bond

Name: Swanson, Michael

Address: [REDACTED]

Email: [REDACTED]

Board Name: Veterans Affairs Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

5 years

Are you registered to vote? :

Yes

Years of Education Completed:

21

Degree(s) Received:

Bachelor of Arts - German, Nursing Doctor of Nursing Practice

College(s) Attended:

Augustana University, SD Rush University, IL Denver University, CO

Employer Name:

Department of Veterans Affairs

Employer Address:

1700 N Wheeling St. Aurora, CO 80045

Current Position:

Nurse Practitioner, Rheumatology

Years with Current Employer:

5

Work Experience:

See attached resume, but brief description here: US Army - Registered Nurse, served in Germany and 1 tour in Afghanistan. Total service time ~3y9m. Worked as RN on a medical surgical unit and emergency room in Chicago area hospital while in graduate school. Nurse Practitioner - 1 year at Medstar Georgetown University Hospital in Washington D.C. - transplant surgery. 5 years at Rocky Mountain Regional VAMC in Aurora, CO. Different roles at the Dept. Veterans Affairs include inpatient spinal cord injury unit, home-based primary care, and rheumatology (current position).

Certification(s):

Several certifications related to healthcare profession including Basic Life Support.

How are you involved in your community?:

Not very - I would like to be more involved in my community.

List your interests and activities.:

Hiking, tennis, golf, reading, spending time with friends.

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

No

If yes, enter the board name and position:

n/a

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

No

Why do you desire this appointment?:

I would like to understand the struggles that veterans in the Aurora community are facing so I can help improve their quality of life.

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

6-8 hours

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

Yes

If yes, please explain:

I work for the Department of Veterans Affairs.

Reference 1: Full Name, Phone Number and Address:

Chris Brokaw [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Scarlett Godwin [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Dr. Liron Caplan (current supervisor) [REDACTED]
[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.:

APPLY

Time of Submission: 10/01/24 11:00:30 AM

Attachments

- Swanson NP Resume.pdf
- Swanson DD214.pdf

Dr. Michael A. Swanson, DNP, AGACNP-BC

Profile

Adult-Gerontological Acute Care Nurse Practitioner working for Department of Veterans Affairs at Rocky Mountain Regional VA Medical Center in Home-Based Primary Care. Graduate of Rush University's DNP program and veteran of Operation Enduring Freedom in Afghanistan. Currently enrolled in Denver University's MBA program with Executive Healthcare Administration concentration.

Work Experience

Nurse Practitioner

Rocky Mountain Regional VA Medical Center – 1700 N Wheeling St, Aurora, CO 80045

Rheumatology – full-time

August 2023 – current. Supervisor: Dr. Liron Caplan – Liron.Caplan@va.gov

Managed care for veterans with rheumatological diseases including rheumatoid arthritis, systemic lupus erythematosus, and other forms of inflammatory arthritis.

Grade 03 Step 05

Rocky Mountain Regional VA Medical Center – 1700 N Wheeling St, Aurora, CO 80045

Home-Based Primary Care – Assistant Nurse Manager – full-time

May 2022 – August 2023. Supervisor: Michele Severson – Michele.Severson@va.gov

Supervised team of Nurse Practitioners and Registered Nurses (6 NPs, 8 RNs) providing mentorship, coaching, and assistance with management of complex medical diagnoses.

As Primary Care Provider, directed care for veterans with complex medical diagnoses such as Parkinson's Disease, dementia, ALS, COPD, ESRD, and diabetes. Veterans enrolled in the HBPC program face hardship leaving their homes and HBPC delivers primary care in the home setting.

Grade 03 Step 04

Rocky Mountain Regional VA Medical Center – 1700 N Wheeling St, Aurora, CO 80045

Spinal Cord Injury and Disorders – full-time

September 2019 – May 2022. Supervisor: Dr. David Coons – David.Coons@va.gov

Directed care for veterans with spinal cord injuries and disorders including multiple sclerosis and amyotrophic lateral sclerosis. Managing patients in-patient and out-patient with a heavy focus on rehabilitation and wound care.

Grade 03 Step 03

Medstar Georgetown University Hospital – 3800 Reservoir Rd NW, Washington, D.C. 20007

Medstar Georgetown Transplant Institute – full-time

June 2018 – June 2019. Supervisor: Toby Conlon – Toby.J.Conlon@gunet.georgetown.edu

Managed transplant surgery patients post-operatively – kidney, pancreas, liver, and small bowel. Also treated complications of transplant surgery, which include infection, rejection, acute kidney injury, and neutropenia.

Performance Improvement

Rocky Mountain Regional VA Medical Center – 1700 N Wheeling St, Aurora, CO 80045

Lean Yellow Belt – achieved certification in June 2020 for quality improvement project related to improving compliance for suicide screening.

Lean Green Belt – achieved certification in September 2021 for quality improvement project related to improving pre-operative call compliance to ensure patient education and to decrease surgical cancellations. This project resulted in >\$20,000 in revenue during the 3-month period of evaluation.

Registered Nurse

Veterans Affairs Eastern Colorado Health Care System – 1055 Clermont Street, Denver, CO 80220

Stroke and Spinal Cord Injury Rehabilitation – Staff Nurse – 36 hours per week

January 2018 – June 2018. Supervisor: MaryGrace Brown - MaryGrace.Brown@va.gov

Provided care to veterans with neurological deficits related to strokes and spinal cord injuries.

Worked as a non-VA employee, travel nurse with Loyal Source. No grade/step

Rush Oak Park Hospital – 520 S. Maple Ave, Oak Park, IL 60304

Emergency Department – Staff Nurse – 24 hours per week

June 2016 – December 2017 Supervisor: Christopher Dunning – Christopher_Dunning@rush.edu

Provided rapid emergency care to patients with strokes, heart attacks, and respiratory complications.

Loyola University Medical Center – 2160 S. 1st Ave, Maywood, IL 60153

April 2015 – May 2016

Surgical/Trauma Unit – Staff Nurse – 24 hours per week

Supervisor: Tracy Berman – tberman723@yahoo.com

Provided nursing care to wide variety of surgical patients, including general surgery, trauma, and oncology patients.

United States Army: Landstuhl Regional Medical Center, Germany, and Camp Bastion Hospital, Afghanistan – January 2011 – July 2014

Medical/Surgical/Trauma Unit – Medical/Surgical Nurse 66H - average 50 – 60 hours per week

Supervisor: CPT Andrea Oliveira – andrea.r.oliveira@gmail.com

Provided care for patients from the surrounding American military community, including general medical/surgical cases and orthopedic post-op recovery cases. Also cared for casualties coming from the wars in Afghanistan and Iraq with variety of combat-sustained wounds.

Served in multiple leadership roles such as unit charge nurse, scheduling coordinator, training manager, and assistant unit director.

Final Army Grade and Rank: O2/1st Lieutenant promoted April 20th, 2012. I was selected for CPT promotion but separated from active duty service before the rank could be bestowed upon me.

Trauma Ward – Afghanistan – 60 – 72 hours per week

Supervisor: CPT Margaret Champion – margie.g.martin@gmail.com

Provided nursing care to combat casualties wounded from I.E.D. blasts, gunshots, mortar rounds, and other explosive devices during a seven-month deployment to Afghanistan in support of Operation Enduring Freedom.

Education

Master of Business Administration – Denver, CO
Executive Healthcare Administration concentration
March 2021 – current (anticipated graduation May 2025)

Doctor of Nursing Practice from Rush University – Chicago, IL
Adult Gerontological Acute Care Nurse Practitioner
September 2014 – December 2017

Advanced Practice Nurse Clinical Rotation Experience

1) **Intra-Abdominal Transplant** at Loyola University Medical Center, Maywood, IL.

Clinical Preceptor: Colleen Blackburn, APN 420 hours **Sept. 2017 – Dec. 2017**

Managed patients with end-stage kidney and liver diseases requiring organ transplant, with a smaller sub-set of pancreatic transplant patients. Continued professional growth with transplant medicine, including immunosuppressive therapy and long-term health considerations associated with organ transplant.

2) **Pulmonary Transplant** at Loyola University Medical Center, Maywood, IL

Clinical Preceptor: Sarah Fitz, APN 168 hours **May 2017 – Aug. 2017**

Managed patients with end-stage lung disease from conditions such as COPD, cystic fibrosis, and pulmonary fibrosis. Coordinated care before, during, and after transplant surgery. Gained confidence in presenting patients on multidisciplinary rounds and managing immediate post-operative patients requiring mechanical ventilation.

3) **Internal Medicine** at Rush University Medical Center, Chicago, IL

Clinical Preceptor: Nichole Jones, APN 168 hours **Jan. 2017 – April 2017**

Managed patients with a variety of medical illnesses and comorbidities, focusing on advanced physical assessment skills and clinical decision-making.

4) **Cardiac Surgery** at Northwestern Memorial Hospital, Chicago, IL

Clinical Preceptor: Janice Knuckey, APN 168 hours **Sept. 2016 – Dec. 2016**

Evaluated patients prior to cardiac surgeries including Coronary Artery Bypass Grafting and Aortic and Mitral Valve Replacements. Developed proficiency in conducting complete history and physical exams.

United States Army Basic Officer Leadership Course – Fort Sam Houston, TX
October 2010 – December 2010

Bachelor of Arts Degrees in Nursing and German from Augustana College – Sioux Falls, SD
August 2006 – May 2010

Professional Development

Member of Association of Rehabilitation Nurses

Certifications/Licensure

Adult-Gerontology Acute-Care Nurse Practitioner, credentialed through the American Nurses Credentialing Center. Valid from 2/22/2023 – 2/21/2028 Certification # 2018001172

Nurse Practitioner license with Colorado #APN.0993764-NP, exp. 9/30/2024

Prescriptive Authority License with Colorado #RXN.0103193-NP, exp. 9/30/2024

Registered Nurse license with Colorado #RN.1653941, exp. 9/30/2024

Certified Rehabilitative Registered Nurse #00300967, exp. 6/30/2025

Federal DEA Number: MS4828298, exp. 02/29/2024

Awards

Augustana College Presidential Scholarship

Army Nurse Corps Scholarship

Army Commendation Medal (awarded twice)

Army Achievement Medal

Afghanistan Campaign Medal with Campaign Star

Overseas Service Ribbon

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY				
This Report Contains Information Subject to the Privacy Act of 1974, As Amended.				
1. NAME (Last, First, Middle) SWANSON, MICHAEL ALAN		2. DEPARTMENT, COMPONENT AND BRANCH ARMY/RA/AN		3. SOCIAL SECURITY NUMBER [REDACTED]
4a. GRADE, RATE OR RANK 1LT	b. PAY GRADE 002	5. DATE OF BIRTH (YYYYMMDD) [REDACTED]	6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 20170726	
7a. PLACE OF ENTRY INTO ACTIVE DUTY FORT SAM HOUSTON, TEXAS		b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) [REDACTED]		
8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND A COMPANY TROOP CMD LR MC		b. STATION WHERE SEPARATED KAISERSLAUTERN TC, GE, APO AE 09054		
9. COMMAND TO WHICH TRANSFERRED USAR CON GP (REINF) 1600 SPEARHEAD DIVISION AVE, FT KNOX, KY 40122			10. SGLI COVERAGE	NONE
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 66H MEDICAL-SURGICAL NURS - 3 YRS 7 MOS// NOTHING FOLLOWS		12. RECORD OF SERVICE		
		a. DATE ENTERED AD THIS PERIOD	YEAR(S)	MONTH(S)
		b. SEPARATION DATE THIS PERIOD	2010	10
		c. NET ACTIVE SERVICE THIS PERIOD	2014	07
		d. TOTAL PRIOR ACTIVE SERVICE	0003	09
		e. TOTAL PRIOR INACTIVE SERVICE	0000	00
		f. FOREIGN SERVICE	0001	02
		g. SEA SERVICE	0003	06
		h. INITIAL ENTRY TRAINING	0000	00
		i. EFFECTIVE DATE OF PAY GRADE	0000	00
			2012	04
			06	06
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) AFGHANISTAN CAMPAIGN MEDAL W/ CAMPAIGN STAR //ARMY COMMENDATION MEDAL//ARMY ACHIEVEMENT MEDAL//MERITORIOUS UNIT COMMENDATION// NATIONAL DEFENSE SERVICE MEDAL//GLOBAL WAR ON TERRORISM SERVICE MEDAL//ARMY SERVICE RIBBON//OVERSEAS SERVICE RIBBON//NATO MEDAL//NOTHING FOLLOWS		14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) AMEDD OFF BASIC, 10 WEEKS, 2010//JOINT FORCES COMBAT TRAUMA MANAGEMENT CRS, 1 WEEK, 2012//NOTHING FOLLOWS		
15a. COMMISSIONED THROUGH SERVICE ACADEMY			YES	X
b. COMMISSIONED THROUGH ROTC SCHOLARSHIP (10 USC Sec. 2107b)			YES	X
c. ENLISTED UNDER LOAN REPAYMENT PROGRAM (10 USC Chap. 109) (If Yes, years of commitment: NA)			YES	X
16. DAYS ACCRUED LEAVE PAID 0	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION			YES
				NO
18. REMARKS SUBJECT TO ACTIVE DUTY RECALL, MUSTER DUTY AND/OR ANNUAL SCREENING//REFRAD PURSUANT TO UNQUALIFIED RESIGNATION CONSTITUTES OFFICER'S ACCEPTANCE OF APPOINTMENT AS A RESERVE COMMISSIONED OFFICER. NO OATH IS REQUIRED IAW 10 U.S.C.12201(a)(2) AND DOD POLICY//SERVED IN A DESIGNATED IMMINENT DANGER PAY AREA//SERVICE IN AFGHANISTAN 20121001-20130501// /BLOCK 1: OTHER NAME(S) OF RECORD: SWANSON MICHAEL A//MEMBER HAS COMPLETED FIRST FULL TERM OF SERVICE//NOTHING FOLLOWS				X
19a. MAILING ADDRESS AFTER SEPARATION (Include ZIP Code) [REDACTED]		b. NEAREST RELATIVE (Name and address - include ZIP Code) KIRK A SWANSON (FATHER) [REDACTED]		
20. MEMBER REQUESTS COPY 6 BE SENT TO (Specify state/locality) SD		OFFICE OF VETERANS AFFAIRS	X	YES
a. MEMBER REQUESTS COPY 3 BE SENT TO THE CENTRAL OFFICE OF THE DEPARTMENT OF VETERANS AFFAIRS (WASHINGTON, DC)			X	YES
21.a. MEMBER SIGNATURE ESIGNED BY: SWANSON.MICHAEL.A.139930 6481		b. DATE (YYYYMMDD) 20140709	22.a. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title, signature) ESIGNED BY: BEATTY.GARY.SANDERS.1117805669 GARY S BEATTY, SR TRANSITION SPECIALIST	
			b. DATE (YYYYMMDD) 20140707	

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)		
23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY		24. CHARACTER OF SERVICE (Include upgrades) HONORABLE
25. SEPARATION AUTHORITY AR 600-8-24, PARA 2-7		26. SEPARATION CODE MBK
28. NARRATIVE REASON FOR SEPARATION COMPLETION OF REQUIRED ACTIVE SERVICE		27. REENTRY CODE NA
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) NONE		30. MEMBER REQUESTS COPY 4 (Initials) MAS



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Metro Water Recovery District Board
Item Initiator: Casey Rossman, Executive Specialist, Aurora Water
Staff Source/Legal Source: Marshall Brown, General Manager, 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: 12/2/2024

Regular Meeting: 12/16/2024

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.)*

- 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)

Marshall Brown, General Manager, 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: 11/20/2024

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The City Council appointed James DeHerrera, Bob LeGare and Bob Roth to terms expiring June 2026. Marena Lertch, Greg Baker and Nadine Caldwell were appointed to terms expiring June 2025.

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

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

On December 31, 2024, one of the **six, City of Aurora, Metro Board Directors'** will retire from the City of Aurora and will therefore resign from their appointment on the Metro Water Recovery Board. The Director who will be resigning from the board is Greg Baker. Member select Cat Olukotun is proposed to **complete Greg Baker's term** through June 2025. Nadine Caldwell and Marena Lertch were appointed in 2023 for two-year terms which will expire in June 2025. James DeHerrera and former Council Member Bob LeGare were reappointed in 2024 to a two-year term expiring in June 2026. Former Council Member Bob Roth was appointed in 2024 for a two-year term expiring in June of 2026.

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

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

Board members continue to help guide Metro through a multiyear, multimillion-dollar capital improvement program which includes rehabilitation of the Robert Hite Plant and several infrastructure rehabilitation efforts. In addition, Aurora Board members are working diligently to keep annual rate increases at acceptable levels while Metro undertakes this intense capital project schedule. James DeHerrera is the Vice Chair of the Operations Committee, Marena Lertch is the Chair Pro Tem on the Executive Committee and Bob LeGare is Vice Chair of the Strategic Planning Committee.

The Water Department requests that the Water Policy Committee support the appointment of staff member **Cat Olukotun to complete staff member Greg Baker's term upon his resignation from the board** in December 2024 for the reasons listed above.

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council wish to appoint Cat Olukotun to the Metro Water Recovery District Board?

LEGAL COMMENTS

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

Date:

10/30/2024

City of Aurora
APPLICATION FOR APPOINTMENT
PLEASE TYPE OR PRINT CLEARLY

Ward No.

Ward I

Application kept for One Year. May Attach Resume.

Board/Commission Applying For:

Metro Water Recovery Board of Directors

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

PERSONAL INFORMATION:

Name: CAT OLUKOTUN
Home Address: [Redacted] Zip: 80010
e-mail address: colukotu@auroragov.org **Date of Birth: [Redacted] Home Phone: [Redacted]
How long in Aurora: 5 years
Registered to Vote: Yes
Work Phone: (720)859-4317

EDUCATION: **Required to verify voter registration

Yrs. Completed: 6 years Degree(s): Master's Degree; Bachelor's Degree
Colleges: Colorado State University (M.A); Trinity University (B.A)

EMPLOYMENT:

Employer Name/Address: City of Aurora Water Position: Deputy Director of Business Services How long? 1.5 years
Work Experience: State of Colorado (2016-2023) Certifications: N/A

COMMUNITY INVOLVEMENT:

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

CONFLICT OF INTEREST:

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

INTERESTS/ACTIVITIES:

[Redacted]

WHY DO YOU DESIRE THIS APPOINTMENT?


I would like to gain a better understanding of the role of Metro Water Recovery in ensuring the region's clean water as well as better understand Metro Water Recovery's sustainability practices to improve environmental practices for the communities they serve.
How much time do you anticipate being able to spend on this appointment each month?
8 hours

PLEASE GIVE THREE REFERENCES:

Name: Deborah Nelson Address: [Redacted] Phone: [Redacted]
Name: Lauren Jorgensen Address: [Redacted] Phone: [Redacted]
Name: Ashley Clark Address: [Redacted] Phone: [Redacted]

I certify that the foregoing information is true and correct.

Catherine Olukotun
(Volunteer's name printed)


(Volunteer's signature)

11/04/2024
(Date)

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

FOR OFFICE USE ONLY:

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

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

CITY COUNCIL APPROVAL OF APPOINTMENT

It was moved by Councilmember _____, seconded by Councilmember _____, that the City Council appointment of Cat Olukotun residing at Aurora, Colorado to serve a term of six months expiring on June 30, 2025, as the City of Aurora representative on the Board of Directors of the Metro Wastewater Reclamation District be and the same is approved.

The motion carried unanimously.

STATE OF COLORADO)

) ss

COUNTY OF ARAPAHOE)

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

Dated this _____ day of _____, 2024

Kadee Rodriguez, City Clerk

(Seal)

APPOINTMENT

I, _____, Mayor of the City of Aurora, by virtue of the authority vested in me by law, do hereby appoint Cat Olukotun as the City of Aurora representative on the Board of Directors of the Metro Water Recovery District, to serve a term of six months, beginning January 1, 2024, and ending June 30, 2025, in accordance with the laws of the State of Colorado and Bylaws of the Metro Water Recovery District.

Done this _____ day of _____, 2024.

Mike Coffman, Mayor



CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Regional Transportation District (RTD) for the Older Adult Microtransit Pilot Program (Resolution)
Item Initiator: Nicole Ankeney, Manager of Parks, Recreation, and Open Space, Planning, Design and Construction
Staff Source/Legal Source: Erick del Angel, Parks, Recreation, and Open Space Planner II /Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: 12/2/2024

Regular Meeting: 12/16/2024

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: Angela Lawson, Council Member
Erick del Angel, Parks, Recreation, and Open Space Planner II / 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: Transportation, Airports & Public Works

Policy Committee Date: 11/21/2024

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.)*

Through the development of the scope of work for the 2024 Older Adults Needs Assessment, the Aurora Commission for Older Adults (ACFOA) and staff identified a need for an on-demand micro-transit mobility service primarily serving the needs of older adults traveling in Aurora. In the 2023 Spring Workshop, Council Member Lawson spearheaded an effort to secure \$170,000 in funding. Several follow-up discussions and program refinement occurred with ACFOA and PROS staff between 02/26/2023 and 06/03/2024 to identify the operating parameters of providing an Older Adult Micro-Transit service, funding needs, and several operating models were reviewed. Minutes from the ACFOA meeting are attached.

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

In May, several departments, including PROS, Planning and Business Services, and Finance, collaborated on a successful grant application for the 2024 RTD Regional Partnership Program. This item is a resolution and intergovernmental agreement with RTD for the City of Aurora to administer a micro-mobility transit service with a yet-to-be selected private vendor in 2025 to 2027. The program, funded with \$680,000 from the Regional Transportation District (RTD) and \$170,000 in local funding aims to address transportation gaps for older adults by providing fare-free, door-through-door services to medical, social, and other appointments. Key deliverables include marketing, customer service, operations, and **data collection to evaluate the program's success for** potential long-term continuation.

Key points:

- Target Group: Aurora residents aged 60+.
- Funding: \$850,000 across 2025-2027, with \$680,000 from RTD and \$170,000 from the city.
- Service Details: Dynamic, door-through-door microtransit with scheduling available via call center and an app or online portal.
- Performance Metrics: Efficiency of 2 passengers per hour, 50% of trips under 30 minutes, and 80% vehicle reliability.
- ADA Compliance: At least 50% of vehicles must be wheelchair accessible.
- Service Area: West of I-225, plus Heather Gardens area
- Operational Hours: Monday-Thursday (7:00 AM - 3:30 PM) and Friday (7:00 AM - 5:00 PM), excluding major holidays.
- Operational details subject to change based on ridership demand, and in coordination with RTD.

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.)

New RTD Partnership grant: \$680,000; Gifts & Grants org will be assigned after IGA is executed.

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.)

\$170,000 - Org 63272 Older Adult Mobility - grant match funds. The total project budget with the grant and grant match is \$850,000.

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 City Council approve the Resolution for the Intergovernmental Agreement (IGA) between the Regional Transportation District and the City of Aurora for the Older Adult Microtransit Pilot Project?

LEGAL COMMENTS

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

RESOLUTION NO. R2024- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THE REGIONAL TRANSPORTATION DISTRICT FOR A GRANT FROM THE REGIONAL TRANSPORTATION DISTRICT FOR AN OLDER ADULT MICROTRANSIT PILOT PROGRAM

WHEREAS, the Regional Transportation District (RTD) is required by C.R.S. §§ 32-9-101 *et seq.* to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District; and

WHEREAS, RTD currently provides transit services in and around the City of Aurora, Colorado (City); and

WHEREAS, RTD desires to contribute up to \$680,000 towards the City's costs for the City to operate demand responsive vehicles providing transit services to the general public to supplement its current transit services; and

WHEREAS, the supplemental demand responsive vehicle transit services operated by the City will be a microtransit pilot project operated between January 1, 2025 to December 31, 2027; and

WHEREAS, the primary focus of the microtransit pilot project will be for the transportation of older adults within the District in the City; and

WHEREAS, the City will contribute up to \$136,000 towards the costs of operating the microtransit pilot project transit 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, Colorado and the Regional Transportation District regarding the microtransit pilot project is hereby approved.

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

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



RESOLVED AND PASSED this ____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 
TIM JOYCE, Assistant City Attorney



Older Adult Microtransit Pilot Program: Resolution & IGA with RTD

Eric del Angel – Planner - Parks, Recreation & Open Space

Tom Worker-Braddock – Senior Planner – Planning & Business Services



RTD's Partnership Program



- **2023:**

- Program started with 8 projects selected to collectively receive nearly \$2M each year over 3 years.

- **2024:**

- Call For Projects was issued in May to allocate the 2nd round of funding; Grant deadline 6/3.
- All projects must be solely within the RTD boundary. Planning or construction of infrastructure and fare-buy ups are ineligible.
- Eligible project types include:
 - Fixed-route transit service – service operating on a specific route
 - On-demand transit service – demand-responsive service operating in a specific area
 - Other mobility service – service that does not fall into the above two categories
 - Other – project that does not provide service, but enhances mobility through other means

RTD's Partnership Program



Grant application evaluation factors:

- Alignment with RTD strategic priorities of Community Value and Customer Excellence
- Local support and ability to meet local needs
- Ability to complement existing RTD services
- Coverage to address gaps in existing service
- Service provision to equity populations
- Potential ridership
- Project readiness



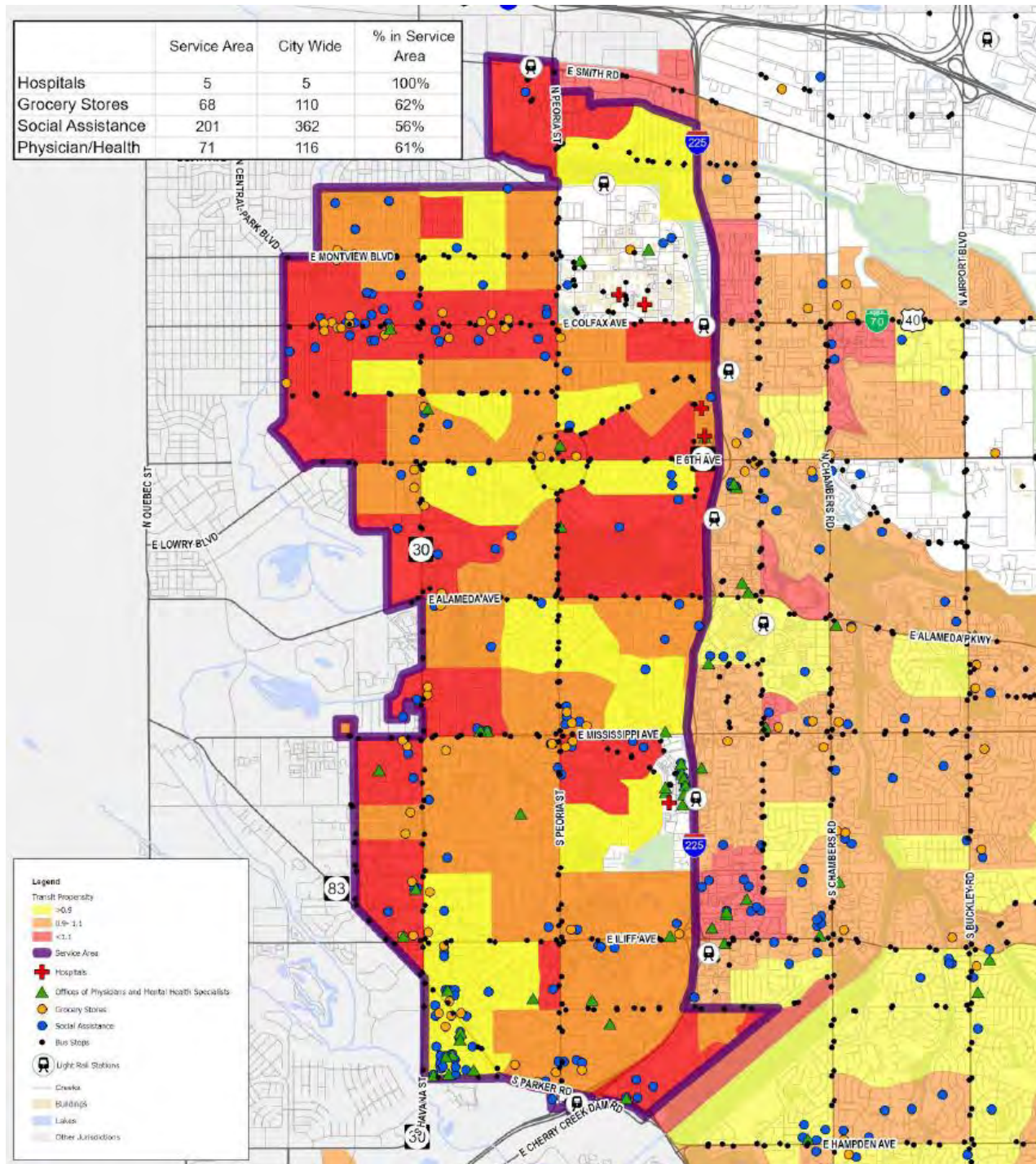
Older Adult Microtransit Pilot Program



- **2022/2023:** A gap in transportation service was identified during the development of the scope of work for the Older Adults Needs Assessment by the Aurora Commission for Older Adults (ACFOA). In coordination with PROS Staff and Executive Leadership, and with City Council support, CM Lawson secured \$170K to initiate a pilot program based on similar projects in the metro area during the Spring City Council Workshop.
- **Program Details:**
 - Aurora residents 60+
 - Dynamic, door-through-door microtransit with scheduling available via call center and an app or online portal.
 - Performance Metrics: Efficiency of 2 passengers per hour, 50% of trips under 30 minutes, and 80% vehicle reliability.
 - ADA Compliance: At least 50% of vehicles must be wheelchair accessible.
 - Service Area: West of I-225, plus Heather Gardens area
 - Operational Hours: Monday-Thursday (7:00 AM - 3:30 PM) and Friday (7:00 AM - 5:00 PM), excluding major holidays.
 - *Operational details subject to change based on ridership demand, and in coordination with RTD.

Service Area

Illustrates transit propensity and locations of medical facilities, grocery stores, and social assistance.



Project Budget



Notice of Grant Award: August 21, 2024

CALENDAR YEAR	RTD FUNDING	CITY FUNDING	TOTAL
2025	\$255,000	\$63,750	\$318,750
2026	\$340,000	\$85,000	\$425,000
2027	\$85,000	\$21,250	\$106,250
TOTAL	\$680,000	\$170,000	\$850,000

Lone Tree



Denver



Golden



ORE CART
GOLDEN-MINES SHUTTLE SERVICE

Littleton



Similar programs in the area



Does the Committee support moving forward the resolution for the Intergovernmental Agreement (IGA) between the Regional Transportation District and the City of Aurora for the Older Adult Microtransit Program to the next available Study Session?

**2025 FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
OF CITY OF AURORA OLDER ADULTS MICROTRANSIT PILOT**

This 2025 Funding Agreement for RTD Funding of Local Transportation Services of the City of Aurora Older Adults Microtransit Pilot ("**Agreement**") is made and entered into as of _____, 2024 ("**Effective Date**"), between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("**RTD**") and the City of Aurora, Colorado, a home rule municipality ("**City of Aurora**," or "**City**"). The City and RTD may also be referred to herein individually as a "**Party**" and together as the "**Parties**".

RECITALS

- A.** RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, *et seq.* (the "**RTD Act**"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.
- B.** Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203 *et seq.*, both RTD and the City may cooperate or contract with other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- C.** RTD currently operates a variety of fixed-route bus and other transit services in and around the City.
- D.** The Parties agree that the transit services provided by the City described in **Exhibit A** ("**Services**") provide mobility and access to the business and residential areas in and around the City.
- E.** In order to support transit services supplemental to those services provided by RTD in the City, RTD wishes to contribute local funds to the City for the provision of Services within the RTD District from 2025 to 2027 according to the terms and conditions as agreed by the Parties, as set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. GENERAL.

A. Exhibits. The following exhibits are attached and incorporated into this Agreement by this reference:

- Exhibit A:** Description of the Services
- Exhibit B:** Description of the RTD Funding
- Exhibit C:** Performance Expectations
- Exhibit D:** Communication and Notices – Contacts
- Exhibit E:** Special Provisions
- Exhibit F:** Transit Equity
- Exhibit G:** Insurance Requirements

B. Recitals. The recitals set forth above are incorporated herein by this reference.

C. Other Agreements. The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.

2. OPERATIONS, MANAGEMENT AND CONTROL OF THE SERVICES. The City shall continue to manage and operate, either directly or through its designated agent(s), the Services as described in **Exhibit A**. The City and/or its designated agent(s) shall be solely responsible for all operations, management, marketing, administration, and Services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the Services. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services. The City shall operate the Services in compliance with all applicable laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, "**Laws**"), and the City shall be solely responsible for compliance with all applicable Laws. Notwithstanding RTD's right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if the City ceases to provide the Services.

3. SERVICES. The Services subject to funding pursuant to this Agreement must be provided as described in **Exhibit A**. No material changes shall be made to the Services during the term of this Agreement without the advance written agreement of both Parties. In the event that changes are made to the Services without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement with thirty (30) business days' prior notice by RTD to the City. The City shall have thirty (30) business days from the date of notice to cure the deficiency to the reasonable satisfaction of RTD ("**Cure Period**"). In the event that the City has not cured the deficiency within the thirty (30) business days, this Agreement will terminate, and RTD will not provide any funding for the Services after the Cure Period.

4. RTD FUNDING. RTD will reimburse the City as partial funding for eligible Services provided in accordance with **Exhibit A** in the amount set forth in **Exhibit B**, but such amount will not exceed \$680,000 ("**RTD Funding**") for the term of this Agreement (January 1, 2025 to December 31, 2027). RTD Funding does not include any additional operating costs for services in excess of the Services as set forth in **Exhibit A**, including any special events and holidays. Under no circumstances will RTD be obligated to pay more than the RTD Funding or for Services not actually provided by the City.

5. INVOICING AND PAYMENT.

A. The City will submit an invoice to RTD on a quarterly basis requesting payment of the RTD Funding for the Services. Unless otherwise agreed by the Parties, the invoice shall include a summary of service hours, mileage, passenger boardings, origin and destination information for services operated alongside a list of trips completed by month, and any other information that RTD otherwise reasonably requests.

B. RTD will pay all approved invoices within thirty (30) calendar days after RTD has received the invoice. If RTD does not approve an invoice from the City, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

6. ELIGIBLE EXPENDITURES

A. In the event that the City incurs direct, out-of-pocket expenses other than for eligible expenditures in accordance with the approved project budget in **Exhibit B**, RTD shall reimburse the City only for eligible expenditures in accordance with the approved project budget in **Exhibit B**.

B. The City shall be responsible for ensuring that all items in **Exhibit A** meet the following guidelines:

- (1) The City agrees to ensure that the program identified in **Exhibit A** as Services funded by this Agreement relate to transportation services commencing or concluding in portions of the City located within the RTD boundaries.
- (2) The City agrees to further ensure that all trips paid for under this Agreement that fall within the Program category of transportation services ("**Transportation Services**") under **Exhibit A** both originate and conclude within the RTD boundaries.

7. RECORDS. The City, or its designated agent, will maintain full and complete financial records for the provision of the Services. Such records shall include any financial information to support and document the operating costs and revenues relating to the Services and any other financial information specifically requested by RTD. The City shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement. If applicable, National Transit Database ("**NTD**") data shall be kept in accordance with Federal Transit Administration ("**FTA**") requirements and shall be reported as part of RTD's NTD submission.

8. AUDITS. RTD reserves the right to audit the City's, or its designated agent's, books and records to determine compliance with the terms of this Agreement. In the event that an audit shows that the City is not in compliance with any term of this Agreement, City staff will meet with RTD staff within fifteen (15) days of notification of audit findings to review and come to an agreement on solutions to any audit conclusions, including but not limited to the return of all or a portion of the RTD Funding previously paid to the City under this Agreement. The City shall provide RTD with a copy of the written results of any internal audit performed by the City or another third party related to the performance of the Services within thirty (30) calendar days of the conclusion of such audit.

9. MARKETING.

A. The Services will not be designated, marketed, or promoted as an RTD-branded service, except that the City shall allow RTD to display an appropriate RTD logo stating that the Services are "in partnership with RTD" on all vehicles used to operate the Services or financially supported in part by RTD, if in the RTD referenced area, through this Agreement.

B. The City and/or its designated agent(s) will market the Services, and such marketing will include but is not limited to developing a marketing plan and implementing the plan. A marketing plan may include the following elements: advertising, public relations, collateral materials, websites, coordination with other transportation programs, outreach, and training. RTD will have the advance opportunity to review and approve any marketing materials for the Services. Costs

and expenses associated with the City's marketing efforts are not included in the RTD Funding.

- 10. PERFORMANCE EXPECTATIONS.** RTD will set and assess Performance Expectations ("Performance") of the Services, as defined in **Exhibit C**. RTD will evaluate the Services on a quarterly basis and notify the City if RTD determines that the Services are not meeting the established Performance. If the Services do not meet the Performance by the end of the term of this Agreement, RTD Funding will not be continued.
- 11. PROCUREMENT MONITORING.** Pursuant to RTD procurement policies and procedures ("RTD Procurement Policy"), RTD is responsible for ensuring that RTD funds are used to support procurement transactions that provide for full and open competition. RTD's monitoring of compliance with RTD Procurement Policy will require, at minimum, a review of the procurement procedures used to procure any portion of the Services, either through site visits or a review of written procurement manuals and transactions. RTD will review each procurement related to provision of the Services to ensure compliance with RTD Procurement Policy.
- 12. LIABILITY AND INSURANCE.**
 - A.** The Parties agree that RTD shall have no liability to the City or its designated agent(s), or to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by the City, but not to the extent such liability is caused solely by any act or omission of, or breach of this Agreement by RTD, its directors, managers, employees, agents, or other contractors or assignees. This provision shall survive termination of this Agreement.
 - B.** The City and/or its designated agent(s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any operations of the Services.
 - C.** Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this section or elsewhere in this Agreement shall be construed as an express or implied waiver by either Party of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

- D. The City and/or its designated agent(s) (for purposes of insurance collectively referred to as "Contractor" in Exhibit G) shall maintain in full force and effect adequate insurance, in the amounts and coverages outlined in **Exhibit G**.
13. **TRANSIT EQUITY.** RTD has established a Title VI Program. The City must adhere to all conditions set forth in **Exhibit F**.
14. **GENERAL PROVISIONS.**
- A. **Available Funding.** This Agreement does not contain any multiple-fiscal year financial obligations by either Party that extend beyond its current fiscal year. The financial obligations of the Parties under this Agreement shall be subject to and limited by the appropriation of sufficient funds. RTD Funding for this Agreement, as set forth in **Exhibit B**, has been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. Nothing herein obligates either Party to budget, authorize or appropriate funds for any future fiscal year.
- B. **Other Sources of Funding.** Nothing in this Agreement will prevent the City from collecting contributions or fees from entities other than RTD to help defray costs of providing the Services that are not supported by RTD under this Agreement, except that RTD shall not be a party to any such third-party arrangement.
- C. **Merger.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the Parties, except as stated herein.
- D. **Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.
- E. **Communication and Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the addresses specified on **Exhibit D**. The addresses or contacts may be changed by the Parties by written notice to the other Party.
- F. **Term and Termination.** This Agreement shall be deemed to have commenced on January 1, 2025, and shall remain in effect until December 31, 2027, unless earlier terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on sixty (60) calendar days'

prior written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates either Party to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.

- G. Amendment.** The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.
- H. Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.
- I. No Effect on RTD Rights or Authority.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. seq.*
- J. Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.
- K. Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.
- L. Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.
- M. Waiver.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.
- N. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and

nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

O. Changes in Law. This Agreement is subject to such modifications as may be required by changes in city, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

P. Status of Parties.

(1) The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in this Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between the Parties. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.

(2) RTD shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the City. The City acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the City or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The City shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

Q. Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

- R. Counterparts.** This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.
- S. Electronic Signatures.** This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

[Signature pages follow]

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

CITY OF AURORA

By: _____
Debra A. Johnson
General Manager and CEO

By: _____
Mike Coffman
Mayor of Aurora

Approved as to legal form for RTD:

Approved as to legal form for City of Aurora

Brandon H. Nguyen
Associate General Counsel

Assistant City Attorney

Exhibit A
Description of the Services

Services Description:

The City will operate demand-responsive vehicles providing transit services for older adults (persons aged 60+ years) within the service boundaries identified in the map on the following page. The service area is located within the RTD District and will operate up to 13.5 hours Monday through Friday for a total Annual Revenue Hours of up to 3442.5.

Span of Service:

Monday-Thursday-	7:00 AM- 3:30 PM
Friday-	7:00 AM- 5:00 PM
Saturday-	No service provided
Sunday-	No service provided

Annual Revenue Hours:

Monday-Thursday-	3442.5
Friday-	
Saturday-	Not Applicable
Sunday-	Not Applicable
Total	3442.5 estimate of hours if operating full schedule

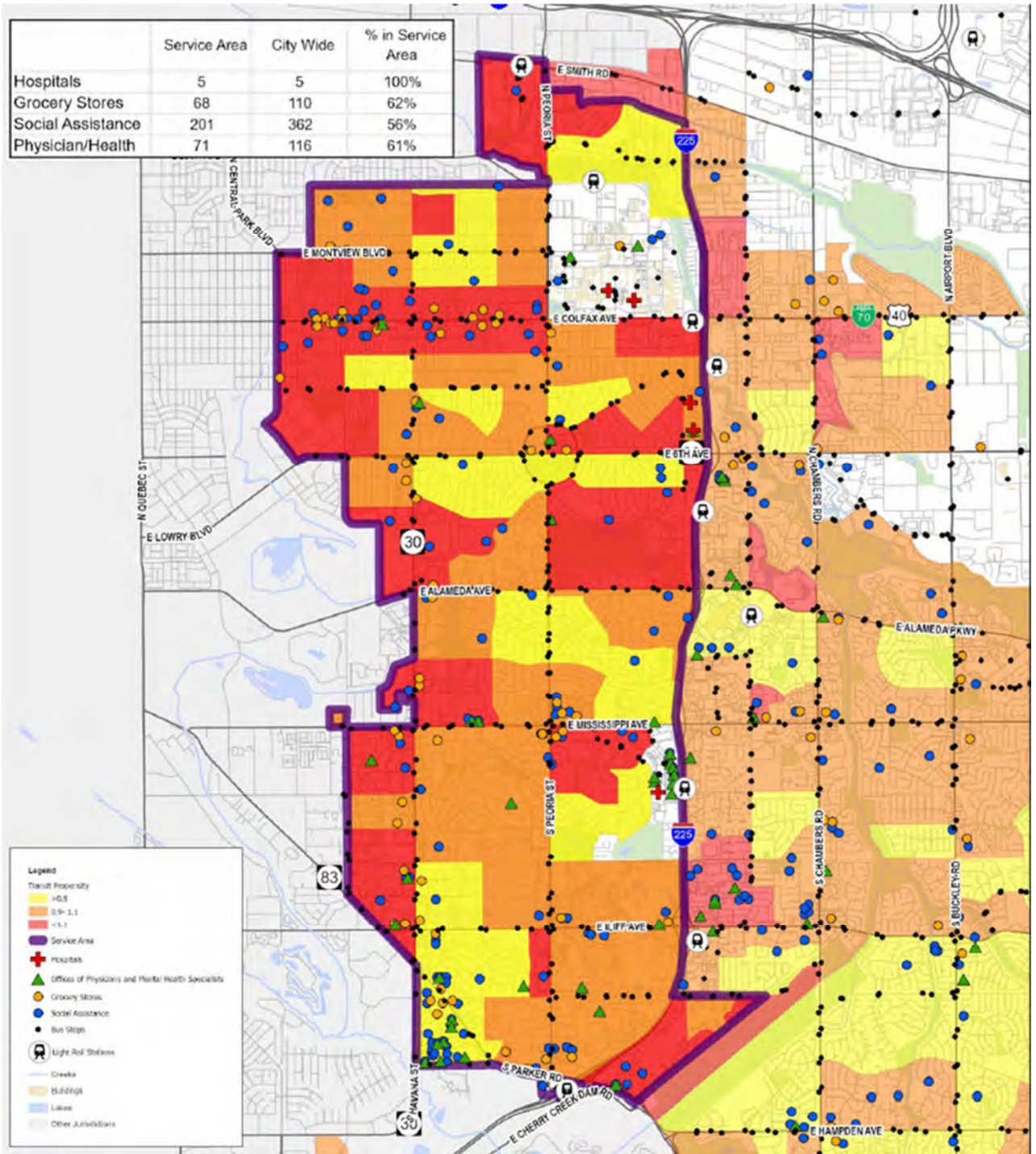


Exhibit B
Description of the RTD Funding

RTD shall contribute up to \$680,000 towards the City’s costs of operating the Services, as described in **Exhibit A**, for the period January 1, 2025, through December 31, 2027. Should the actual hours operated be reduced from those outlined in **Exhibit A**, payment will be reduced accordingly. The City will contribute up to \$170,000 towards the costs of operating the Services.

Line Item Project Budget

2025			2026			2027		
Project Revenue	Amount	Description	Project Revenue	Amount	Description	Project Revenue	Amount	Description
Local Funding	\$ 63,750	City of Aurora general revenue funds	Local Funding	\$ 85,000	City of Aurora general revenue funds	Local Funding	\$ 21,250	City of Aurora general revenue funds
RTD Funding	\$ 255,000	Grant request	RTD Funding	\$ 340,000	Grant request	RTD Funding	\$ 85,000	Grant request
Total	\$ 318,750		Total	\$ 425,000		Total	\$ 106,250	
Project Costs	Amount	Description	Project Costs	Amount	Description	Project Costs	Amount	Description
Annual service hours	\$ 318,699	3,081 annual service hours (1.8 vehicles) x projected vehicle cost per hour of \$103.44. Cost may change depending on vendor response.	Annual service hours	\$ 424,932	4,108 annual service hours x projected vehicle cost per hour of \$103.44. Cost may change depending on vendor response.	Annual service hours	\$ 106,233	1,027 annual service hours x projected vehicle cost per hour of \$103.44. Cost may change depending on vendor response.
Total	\$ 318,699		Total	\$ 424,932		Total	\$ 106,233	

*Fee / Vehicle hour estimate based on RTD 2022 Demand Response Cost per Revenue Hour, Source: National Transit Database, 2022.
Marketing and branding provided by city staff*

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit C

Performance Expectations

All RTD-funded microtransit projects must meet or exceed performance specifications as described below:

1. Two (2) passengers/boardings per hour
2. 50% of trips wait time is less than 30 minutes
3. 80% rolling stock reliability

Exhibit D
Communication and Notices – Contacts

For the City:

City of Aurora
15151 E Alameda Parkway #4600 Aurora, CO 80012
Attn: Erick del Angel
303.739.7154
edelange@auroragov.org

For RTD:

Regional Transportation District
1660 Blake St.
Denver, Colorado 80202
Attn: Fred Worthen
303.299.2842
Fred.Worthen@rtd-denver.com

Exhibit E
Special Provisions

REPORTS. On a quarterly basis, the City or its designated agent will submit a report to RTD providing a summary of Services. The Quarterly Report must include the following: (1) ridership by day, and hours operated; and (2) the number of passengers and wheelchairs.

ADDITIONAL RECORD KEEPING AND REPORTING REQUIREMENTS. In addition to the requirements set forth in Section 7 of this Agreement, the City or its designated agent will maintain and make available for RTD audit, records of passenger boardings, passenger mileage, vehicle mileage, and any other information RTD requests. Data required by NTD of the Parties shall be kept in accordance with FTA requirements and regulations.

MARKETING MATERIALS. The City will provide RTD with copies of any proposed marketing materials for the Services. RTD will have ten (10) business days to review any materials and provide comment to the City. The City will have final say on any issues related to marketing materials or marketing plans.

DRUG AND ALCOHOL TESTING PROGRAM: The City shall require its contractor(s) providing the Services to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or RTD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 40 and Part 655 and review the testing process. The City further agrees to: (i) certify annually its compliance with Part 40 and Part 655 prior to December 31 of every year during the Term of this Agreement; (ii) submit the Management Information System (MIS) reports by no later than February 15 of every year during the Term of this Agreement to the HR DOT Compliance Department, Regional Transportation District, 1660 Blake St., Denver, Colorado 80202; and (iii) no less than two (2) weeks prior to the execution of this Agreement, provide RTD copies of the drug and alcohol testing program policies of each of its contractor(s) providing the Services. To certify compliance, the City shall use the "Alcohol and Controlled Substances Testing Certification" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

A contractor that has no prior relationship with RTD, or RTD's current contractors, will be required to provide RTD's HR DOT Compliance Department with a Designated Employer Representative (DER), and a back-up DER, as points of contact for drug and alcohol testing

compliance issues. Both the DER and back-up DER must have sufficient experience in the administration of a regulated drug and alcohol program (at least two (2) years) or have completed a Transportation Safety Institute Substance Abuse Management class at least three (3) months prior to award of the contract from the City. Compliance with all applicable rules and regulations applies from the start of the contract.

Exhibit F Transit Equity

Transit Equity

RTD has established a Title VI Program in pursuit of transit equity and compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, Executive Order 12898 (Environmental Justice), and applicable requirements. The objectives of RTD's Title VI Program include:

1. Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
2. Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
3. Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

For the purposes of achieving these objectives, the City will be treated as an extension of RTD for compliance with the objectives of Title VI.

The City agrees to operate its RTD funded services without discrimination based on race, color, or national origin in accordance with RTD's Title VI Program. Pursuant to compliance with RTD's Title VI Program, the City shall:

1. Post a notice regarding the RTD funded service containing the following language: This service is funded in partnership with RTD. RTD operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes they have been subjected to unlawful discrimination under Title VI may file a complaint with RTD.

To file a complaint or obtain more information regarding RTD's complaint procedures, visit <https://www.rtd-denver.com/reports-and-policies/title-vi-policy>; call 303.299.6000; email titlevicomplaints@rtd-denver.com or visit RTD's administrative office at 1660 Blake St., Denver, Colorado 80202.

- a. The City must post a copy of this notice on their website and any vehicles of services that are RTD-funded.

2. Notify RTD of any written complaints asserting discrimination based on race, color or national origin involving RTD funded services within 15 calendar days of receipt.

The City shall comply with any investigations and requests for information regarding complaints of discrimination.

Should RTD find that any practice, policy, or procedure of the City results in a discriminatory outcome, RTD will provide specific instructions to the City on how corrective action shall be taken.

Pursuant to FTA regulations, the City shall submit a letter to RTD indicating it is meeting Title VI requirements ("Title VI Letter") within thirty (30) calendar days following the Effective Date. The City shall include its Title VI Program and Title VI Notice as attachments to the Title VI Letter.

To the extent that one or more substantially similar agreements are executed for RTD funding of the City's provision of the Services for years occurring after the expiration of the term of this Agreement, the City shall be required to submit the Title VI Letter to RTD every three (3) years.

EXHIBIT G
REGIONAL TRANSPORTATION DISTRICT
INSURANCE REQUIREMENTS
PUBLIC ENTITY
SELF-INSURANCE ACKNOWLEDGEMENT

The City is a governmental entity that is either self-insured for or agrees to maintain the coverages set forth below. The City shall have the right to comply with and satisfy any or all of its insurance obligations under the Agreement in lieu of actually obtaining the applicable insurance policies by notifying RTD of the City's election to be self-insured as to the applicable insurance coverage. The same coverages and limitations prescribed herein shall apply. If requested by RTD at any time, the City shall provide RTD with a letter of such self-insurance in a form reasonably acceptable to RTD.

In addition, the City shall require that its Contractors and subcontractors procure and maintain the following types of insurance, at minimum, with an insurer or insurers and in a form satisfactory to RTD:

General

All defined terms contained in this Exhibit G shall have the same meaning ascribed to them in this Agreement.

The City of Aurora, Colorado, ("**Contractor**") shall procure and maintain, and shall require that its subcontractors purchase and continuously maintain in full force and effect for this Agreement period specified herein, all insurance policies specified in this Exhibit G. The Contractor shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under this Agreement, and liability of Contractor under this Exhibit G shall not be limited to coverage provided under said insurance policies. The Contractor and its subcontractors

shall remain solely and fully liable for all deductibles, self-insured retentions, and amounts in excess of the coverage actually realized.

Commercial General Liability Insurance

At all times during the performance of this Agreement, the Contractor and its subcontractors shall have and maintain Commercial General Liability Insurance insuring against claims for bodily injury, property damage, personal injury and advertising injury. By its terms or appropriate endorsements such insurance shall include the following coverage: Bodily Injury, Property Damage, Fire Legal Liability, Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations Hazard for a minimum of two (2) years following final completion of the Project or the applicable statute of limitations or statute of repose, whichever is greater. The policy cannot exclude or limit Contractor's or its subcontractors' liability for acts or omissions of any independent contractors or subcontractors, nor may the policy exclude work of any independent contractor or subcontractor; nor contain any conditions regarding when coverage is available for acts, omissions or work of a Contractor or subcontractor, nor may the policy limit coverage to a designated premises.

If Commercial General Liability Insurance or other form with general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor and/or its subcontractors may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor and/or its subcontractors. General Aggregate limit applies per construction Project.

The policy or policies must provide the following minimum limits of liability as follows:

Amount of Coverage:	\$1,000,000 per occurrence
	\$2,000,000 aggregate

There shall be a separate minimum limit of liability for the Products/Completed Operations Hazard not included within the General Aggregate.

Amount of Coverage	\$1,000,000 per occurrence
--------------------	----------------------------

\$2,000,000 aggregate

Commercial Automobile Liability Insurance

At all times during the performance of this Agreement, the Contractor and its subcontractors shall have and maintain Automobile Liability Insurance insuring against claims for bodily injury and property damage arising out of the ownership, maintenance or use of all owned/leased as well as hired and non-owned vehicles. The Automobile Liability policies shall have minimum limits of liability as follows:

Amount of Coverage: \$1,000,000 combined single limit

Workers' Compensation and Employer's Liability Insurance

At all times during performance of this Agreement, the Contractor and its subcontractors shall each have and maintain Workers' Compensation Insurance sufficient to meet its statutory obligations to provide benefits for their contractual and statutory employees with claims of bodily injury or occupational disease (including resulting death).

The Contractor and its subcontractors shall each provide Employer's Liability Insurance covering their legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by their contractual and statutory employees with minimum limits of liability as follows:

Amount of Coverage: \$1,000,000 bodily injury by accident
\$1,000,000 bodily injury by disease
\$1,000,000 policy limit

Umbrella/Excess Liability

At all times during performance of this Agreement, the Contractor and its subcontractors shall have and maintain Umbrella and Excess Liability insurance on a following form basis with limits of liability in a minimum amount as follows for a minimum of two (2) years following final completion of the Project or the applicable statute of limitations or statute of repose, with minimum liability limits as follows:

Amount of Coverage: \$5,000,000 per occurrence
 \$5,000,000 aggregate

This excess insurance shall follow form and be at least as broad as the Contractor's and/or its subcontractors primary Commercial General Liability (including additional insureds), Commercial Auto Liability, and Employer's Liability insurance. The above insurance levels may be met through any combination of primary insurance and excess liability/umbrella insurance so long as the total amount meets the stated minimum requirements.

Endorsements, Waivers and Related Requirements

Prior to performing any Work, the Contractor shall furnish RTD with proof of insurance and a certificate of insurance for each of the Contractor's and each of its subcontractors' policies. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. The Contractor and its subcontractors shall request their insurance policies contain language requiring the insurer to provide RTD with 30 days' advance notice of cancellation of policies by Registered or Certified mail. Regardless, the Contractor and its subcontractors shall be responsible to immediately notify RTD in writing by email of any changes to, cancellations of or notices of an insurer's intent to not renew its insurance. Such notice shall be provided no later than five (5) business days after the Contractor or any of its subcontractors receives notice of any changes, cancellations or notice of an insurer's intent to not renew. Failure to provide the notice shall be breach of this Agreement and this Agreement may be terminated. Any notice of changes, cancellation or intent to not renew shall be provided to the designated RTD Department or Division as provided herein. Such notice requirement does not waive the insurance requirements contained herein.
2. For the insurance specified herein, RTD and its members, directors, officers, employees and agents shall be named as an additional insured (except Workers' Compensation). With respect to Contractor's insurance, coverage shall be provided by endorsement. With respect to subcontractors' insurance, coverage shall be provided by Forms CG 2038 (ongoing operations) and CG 2040 (completed operations) or by an alternative endorsement approved by RTD.

3. For the insurance specified herein, the Contractor's and its subcontractors' insurance shall be primary and non-contributory insurance with respect to the Contractor's and its subcontractors' insurance for RTD and its members, directors, officers, employees and agents. Contractor policy/policies shall contain an endorsement to this effect. Subcontractor policy/policies shall contain ISO Form 2001 04 13, or such other form or endorsement approved by RTD.
4. The insurance specified herein shall contain an express waiver of subrogation in favor of RTD. The Contractor and its subcontractors and their agents and employees waive all rights of subrogation against RTD for any liability and workers' compensation claims they incur in relation to this Agreement and agree to have all such policies appropriately endorsed with a Waiver of Subrogation endorsement.
5. The insurance shall apply separately to each insured and additional insured party against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
6. The amount of insurance must be **at least** equal to the limits of liability required herein.

Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have at a minimum an AM Best Key Rating of A, with a Financial Strength of VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) or equivalent from similar rating agency and shall be subject to prior approval by RTD. Each insurance company's rating as shown in the latest AM Best Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

Premiums, Deductibles and Self-Insured Retentions

The Contractor and its subcontractors shall be responsible for payment of premiums for all of the insurance coverages required hereunder. The Contractor and its subcontractors further agree that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor and its subcontractors are responsible hereunder, the Contractor and its subcontractors shall be solely responsible for all deductibles and self-insured retentions. Solely with respect to subcontractors' insurance, any deductibles or self-insured retentions over \$25,000 must be declared and approved in writing by RTD prior to entry upon, above or adjacent to RTD property and prior to commencement of any Work under this Agreement.

Certificate of Insurance

The Contractor will deliver to the designated RTD Department or Division a certificate of insurance with respect to each required policy to be provided by the Contractor and its subcontractors. The

required certificates must be signed by the authorized broker or agent representative of the insurance company shown on the certificate and authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. All endorsements, waivers, and related requirements described above shall be attached to the certificates of insurance when submitted to RTD. Should RTD be named in any action resulting from the Services provided in this Agreement, an exact copy of the applicable insurance policy shall be provided to RTD within five (5) days of the notice of said action.

Maintenance of Coverage and Renewal Policies

Within 30 days' after expiration of the insurance policy(ies) required herein, the Contractor shall promptly deliver to RTD proof of insurance required for at least the next twelve months after the expiration date of any policy. Such insurance may be either a renewal policy or a new policy or policies.

No Recourse

There shall be no recourse by any party, insurer, the Contractor or its subcontractors against RTD for the payment of premiums, deductibles, self-insured retentions or other amounts with respect to the insurance required from the Contractor or its subcontractors.

Failure to Provide or Maintain Insurance Coverages

The Contractor's failure to have or maintain, or failure to require its subcontractors to have or maintain, any of the insurance coverage required herein shall constitute a breach of this Agreement. In addition to the remedies that RTD may have under the insurance specified herein, RTD may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor or its subcontractors) or RTD may procure substitute insurance. The Contractor is responsible for any costs incurred by RTD in maintaining the insurance coverage required by the terms specified herein or providing substitute insurance. Such costs may be charged to the Contractor or may be deducted from any sums due and owing to the Contractor.



CITY OF AURORA

Council Agenda Commentary

Item Title: Minor Text Updates to City Code Chapter 135 Oil and Gas Manual (Ordinance)
Item Initiator: Jeffrey S. Moore, Manager of Oil and Gas, Planning and Business Development
Staff Source/Legal Source: Jeffrey S. Moore, Manager of Oil and Gas, Planning and Business Development / Dave Scott, Assistant City Attorney
Outside Speaker: NA
Council Goal: 2012: 6.4--Provide appropriate stewardship of natural resources to ensure long-term sustainability for the city

COUNCIL MEETING DATES:

Study Session: 12/2/2024

Regular Meeting: 12/16/2024

2nd Regular Meeting (if applicable): 1/13/2025

Item requires a Public Hearing: Yes No

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

- 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)

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 11/13/2024

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.)

Chapter 135 of City Code (Oil & Gas Manual) was passed unanimously by City Council on July 17, 2021. It has not been changed since that time.

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

Since 2021, several entities, including the Colorado Oil & Gas Conservation Commission (COGCC) have experienced name changes. We need to make minor updates to Chapter 135 to reflect these changes, as well as internal changes of the Oil & Gas Division to the Energy & Environment Division. There are also alignments with changes in Public Works and the existing appeals process in the UDO. No regulatory changes are being proposed. This item has been presented as information to the Planning and Zoning Commission. It was approved by PED on November 13, 2024. The Oil & Gas Advisory Committee has provided a letter of support.

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 normal workload

QUESTIONS FOR COUNCIL

Does Council wish to approve these minor text updates to City Code Chapter 135 (Oil & Gas Manual)?

LEGAL COMMENTS

Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (City Charter Section 5-1). Amendments to any provision of the Code shall be made by amending such provision by specific reference to the section number of the City Code. All subsections, sections, articles or chapters desired to be repealed must be specifically repealed by subsection, section, article or chapter number, as the case may be. Subsections and sections may be amended or repealed by reference to the number or letter of such subsection or section. (City Code Section 1-9). (Scott)

City of Aurora, Colorado



Minor Text Updates to the Oil & Gas Manual (City Code Chapter 135)

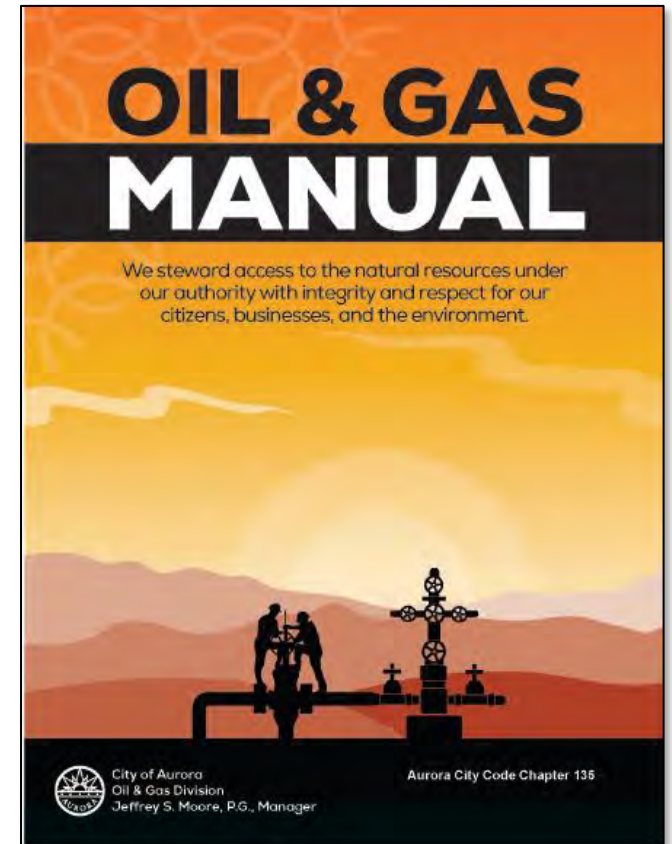


Jeffrey S. Moore, P.G.
Manager
Energy & Environment Division

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

History

- Oil & Gas Manual (OGM) passed unanimously by City Council on July 17, 2021 after extensive public outreach
- Aurora City Code Chapter 135
- No changes since initial creation
- Minor changes at state and local level that should be incorporated now
- Letter of support from Oil & Gas Advisory Committee
- No changes to actual regulations
- These changes do not include the Well Maintenance and Workover Easement around plugged wells (UDO, not OGM)



Name Changes

Current	Proposed Update
Colorado Oil & Gas Conservation Commission (COGCC)	Colorado Energy & Carbon Management Commission (ECMC)
Aurora Oil & Gas Division <i>(Oil & Gas Manager)</i>	Aurora Energy & Environment Division <i>(Energy & Environment Manager)</i>
Planning Department	Planning & Business Development Department
Buckley Air Force Base	Buckley Space Force Base



Update of associated definitions

Clarifications

- Some approval authority (i.e. Administrative Decisions) now goes to the Planning Director instead of the Oil & Gas Manager (Section 135-2(c), 2(g), 135-32(b), 32(e))
 - In 2021, the Oil & Gas Division was directly under a Deputy City Manager
- Coordinating the appeals process in Sections 135-2 and 135-32 with existing process in UDO



Alignment with Public Works

- Update 135-4.(i).(2) and 135-34.(g).(2) Civil Plans—
Process.
 - Current: Public Works Engineering will require a civil plan Pre-Submittal Meeting to be held. To set up a meeting, please contact the Engineer On Call.
 - Proposed: The process for initiating a Civil Plan Review begins with the Applicant completing a Civil Plan Submittal form, and emailing it to engineering@auroragov.org. An online review folder will then be created. The Applicant will then upload the plans, along with a completed Pre-Acceptance Checklist. If the plans provide the minimum required amount of information, a formal full review of the civil plans can then begin. Complete information is provided at: https://www.auroragov.org/business_services/development_center/development_process/plan_review_approval/civil_plan_review.



Alignment with Public Works

- Update 135-4.(i).(4) Civil Plans—Submittal Package. **Public** Civil Plan submittals for an Oil and Gas Location shall include the Final Drainage Report, Storm Water Management Report, and an Inspection and Maintenance Plan as ~~outlined at the civil pre-submittal meeting~~ determined during the Pre-Acceptance Review. Any grading within an existing utility easement may require structural loading evaluation to handle trucking loads as determined ~~at the civil plan pre-submittal meeting~~ during the Pre-Acceptance Review. The structural loading evaluation shall be submitted with the ~~first submittal of~~ civil plans for the Pre-Acceptance Review.



Alignment with Public Works

- Update 135-34.(g).(4) Civil Plans—Submittal Package. Civil Plan submittals **s requirements** for Oil and Gas Midstream Locations and Oil and Gas Midstream Facilities will be determined on a case by case basis **at the civil plan pre-submittal meeting during the Pre-Acceptance Review** and may include: Final Drainage Report, Storm Water Management Report, and an Inspection and Maintenance Plan. Any grading within an existing utility easement may require a structural loading evaluation as determined at the civil plan pre-submittal meeting. The structural loading evaluation shall be submitted with the first submittal of civil plans.



Alignment with Public Works

- Update 135-34.(g).(5) and 135-4(i)(7): Subsurface Utility Investigation—Loading Information. Civil Plans prepared for Oil and Gas Midstream Locations and Oil and Gas Midstream Facilities must include the following note: “Project shall comply with ~~Subsurface~~ Utility Engineering ~~(SUE)~~ Investigation and Documenting requirements per C.R.S 9-1.5-101 et seq., as amended, when the project includes excavation. Project shall comply with Aurora Water Standards and Specifications, latest edition, when the project includes excavation, including but not limited to installation of electronically traceable markers or ~~tracing wire per Aurora Water Standards and Specifications~~ being traceable by approved electronic methods for all subsurface utilities. By stamping the plan, the Engineer of Record is certifying the plan meets the standards established by the American Society of Civil Engineers’ ~~(ASCE 38-02)~~ Standard, latest publication, for defining the accuracy of ~~an underground a~~ facility or utility.” In addition, Aurora Water requires any crossing of existing utilities or tie-ins to provide pre-design potholing.



 Thank you!



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

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ORDINANCE NO. 2024- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
AMENDING SECTIONS OF CHAPTER 135 OF THE CITY CODE

WHEREAS, Chapter 135 of the Aurora City Code pertains to the City's Oil and Gas regulatory authority; and

WHEREAS, it is necessary to update Chapter 135 to coincide with certain changes to State agency names and the City's regulatory structure; and

WHEREAS, the proposed changes are necessary to ensure clarity in the City's regulations pertaining to oil and gas operations within the City's boundaries.

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

Section 1. That section 135-1(a) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(a) *Scope and objective.*

- (1) This chapter, pertaining to oil and gas development, is also referred to within this chapter as the Oil and Gas Manual (OGM). It sets forth the minimum acceptable criteria for permitting, designing, constructing, operating, and reclaiming all locations and facilities related to oil and gas development within the City of Aurora.
- (2) Consistent with Colorado law, the objective of the OGM is to ensure that oil and gas development and operations in Aurora are regulated in a manner that protects public health, safety, welfare, the environment, and wildlife resources.
- (3) Sections 135-1 through 135-7 set forth the criteria for oil and gas locations, oil and gas facilities, flowlines, and crude oil transfer lines including well pads, wells, and related infrastructure. A successful permit application process in these sections results in the approval of an oil and gas permit (OGP).
- (4) Sections 135-31 through 135-38 set forth the minimum acceptable criteria for permitting, designing, and constructing oil and gas midstream locations, and oil and gas midstream facilities such as pipelines and pipeline facilities, including central gathering facilities (CGF), compressor stations, gathering lines, off-location produced water flowlines, and associated facilities within the City of Aurora. A successful permit application process in these sections results in the approval of an oil and gas midstream permit (OGMP).

(5) Operators shall follow the provisions of the latest rules and regulations of the ~~Colorado Oil and Gas Conservation Commission (COGCC)~~ **Colorado Energy and Carbon Management Commission (ECMC)**, the Colorado Department of Public Health and Environment (CDPHE), and the Air Quality Control Commission (AQCC), as applicable.

Section 2. That section 135-1(b)(2) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(2) *Aurora City Code.*

a. ~~Oil and Gas~~ **Energy and Environment** division.

1. Authority is delegated to the ~~Oil and Gas~~ **Energy and Environment** division for the administration of oil and gas operations within the city. The oil and gas manager shall be immediately responsible to the city manager or the city manager's designee for the effective administration of the ~~Oil and Gas~~ **Energy and Environment** division.
2. It shall be the duty of the oil and gas manager to administer this Oil and Gas Manual to facilitate the proper oversight of all oil and gas operations within the City of Aurora. City council shall approve and adopt the Oil and Gas Manual.

Section 3. That section 135-1(e) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(e) *Interpretation.* In the interpretation and application of the provisions of this Oil and Gas Manual, the following shall govern:

- (1) *Minimum requirements.* This Oil and Gas Manual shall be regarded as the minimum requirements needed for the protection of public health, safety, welfare, the environment, and wildlife.
- (2) *Existing permits.* This Oil and Gas Manual shall not abrogate or annul any permit issued before its effective date, any construction plans approved before its effective date, or any site plans that have been recommended for approval by the city's planning and zoning commission before the effective date of the Oil and Gas Manual. Any expansion of facilities or proposed alteration of permitted activities shall be subject to review by the ~~Oil and Gas~~ **Energy and Environment** division to determine the most appropriate method of processing the request, subject to the most recent version of the Oil and Gas Manual.
- (3) *Headings.* The descriptive headings of the sections of this Oil and Gas Manual are inserted for convenience only and shall not control or affect the meaning or construction of any regulations herein.
- (4) *Severability.* If a court of competent jurisdiction declares any part of this Oil and Gas Manual to be invalid, that ruling shall not affect any other provisions of this Oil and Gas Manual not specifically included in that ruling. More specifically, if any requirement of this Oil and Gas Manual is declared to be invalid, this Oil and Gas Manual shall be interpreted to

produce an outcome as close as possible to that which would have occurred if the requirement had not been ruled invalid.

Section 4. That section 135-1(f)(1) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(1) *Abbreviations.*

A.C.C.	Aurora City Code
ALA	Alternative Location Analysis
AQCC	Air Quality Control Commission of Colorado
BMP	Best Management Practice
BTEX	Benzene, Toluene, Ethylbenzene and Xylene
CAS	Chemical Abstracts Service
CDPHE	Colorado Department of Public Health and Environment
CGF	Central Gathering Facility
COGCC	Colorado Oil and Gas Conservation Commission
C.R.S.	Colorado Revised Statutes
ECMC	Colorado Energy and Carbon Management Commission
FEMA	Federal Emergency Management Agency
LACT	Lease Automatic Custody Transfer

LGD	Local Government Designee
NTP	Notice to Proceed
OGM	Oil and Gas Manual
OGMP	Oil and Gas Midstream Permit
OGP	Oil and Gas Permit
PHA-HAZOP	Process Hazard Analysis—Hazard and Operability
PHMSA	Pipeline and Hazardous Materials Safety Administration
PPE	Personal Protective Equipment
PSM	Process Safety Management
PUC	Colorado Public Utilities Commission
ROW	Right-of-Way
SDS	Safety Data Sheet
SPCC	Spill Prevention, Control, and Countermeasure
SSV	Surface Safety Valve
TPH	Total Petroleum Hydrocarbons
UDO	Unified Development Ordinance of the City of Aurora

US EPA	United States Environmental Protection Agency
WIMP	Wildlife Impact Management Plan
VOC	Volatile Organic Compound

Section 5. That Section 135-1(f)(2) of the City Code of the City of Aurora, Colorado, is hereby amended as follows:

(2) *Definition of terms.*

Abutting means two or more properties or zone lots sharing a common border or separated only by a public or private right-of-way or by public open space or body of water not more than 1,000 feet in width.

Abutting property or *zone lot* means property that shares at least part of a boundary line, not just a corner point, with the subject property or zone lot.

Accessory equipment means any equipment that is integral to the production and operation of an oil or gas well, including but not limited to tanks, treaters, separators, and production pits.

Associated facilities means equipment or improvements, such as pig launcher and receiver sites, valve stations, electrical substation, and any other related equipment associated with midstream oil and gas operations, except for a central gathering facility (CGF).

Berm means an earthen barrier of compacted soils or a steel secondary containment around storage tanks, preventing the passage of liquid materials. An earthen berm may also be used to provide screening from adjacent uses as may be specified in an applicable development standard.

Blowout means an uncontrolled flow of formation fluids from a well. A blowout may consist of water, oil, gas, or a mixture of these. Uncontrolled flows cannot be contained using previously installed barriers and require specialized services intervention.

Buried depth means the depth of cover to the top of the largest pipe, typically a minimum of 48 inches.

Central gathering facility (CGF) means a facility or location which receives crude oil, liquid hydrocarbons, associated field gas, and produced water from production wells and central distribution points via gathering lines, off-location produced water flowlines, or other pipelines to treat and stabilize the liquid hydrocarbon into a saleable product.

City means the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas.

City Code means the duly adopted City Code of the City of Aurora, Colorado, as amended.

City engineer means the city engineer of the City of Aurora.

City manager means the city manager of the City of Aurora.

Commercial exempt well is defined by the state of Colorado Department of Natural Resources Division of Water Resources for uses of water for drinking and sanitation facilities inside a business.

Compressor station means a facility that collects natural gas from exploration and production facilities via gathering lines and transports natural gas into third-party systems for further processing.

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action.

Corrosion means the deterioration of a material, usually a metal, which results from a reaction with its environment.

Critical infrastructure means all existing or planned source water pipelines, potable waterlines of 16-inch diameter and greater, sanitary sewer pipelines of 24-inch diameter and greater, storm sewer pipelines (or box culverts) of 36-inch diameter or greater, city pump stations, lift stations, bridges, dams, levees, reservoirs, water treatment plants and associated appurtenances, such as lagoons, tanks, etc.

Crude oil. See *Oil*.

Crude oil transfer line means a piping system that is not regulated or subject to regulation by the U.S. Department of Transportation ~~Pipeline and Hazardous Materials Safety Administration~~ (PHMSA) pursuant to 49 C.F.R. § 195 Subpart A, and that transfers crude oil, crude oil emulsion or condensate from more than one well site or production facility to a production facility with permanent storage capacity greater than 25,000 barrels of crude oil or condensate or a PHMSA gathering system.

Custody transfer means the transaction involving the transportation and measurement of a raw petroleum product from one operator to another.

Distance from an oil and gas location to a platted residential subdivision or platted lot line containing a residential building unit means the distance from the edge of the oil and gas location (not including access road) to the nearest platted residential lot line or a platted lot line that contains a residential building unit.

***Energy and Environment division* means the Energy and Environment division of the City of Aurora.**

Engineer means a licensed professional engineer (PE) in the state of Colorado.

Event means a significant occurrence or happening. As applicable to pipeline safety, an event could be an accident, abnormal condition, incident, equipment failure, human failure, or release.

Expressions. Wherever the words "as required" or words of like meaning are used, it shall be understood that the direction, requirements, or permission of the city's oil and gas manager is intended. Similarly, the words "approved" and "acceptable" shall refer to approval by the city's oil and gas manager.

Floodplain means any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir (as defined in chapter [70](#)).

Floodway means the channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated height to be used for all newly studied reaches is one-half foot (six inches) (as defined in chapter [70](#)).

Flowline means a segment of pipe transferring oil, gas, or condensate between a wellhead and processing equipment to the load point or point of delivery to a U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration or Colorado Public Utilities Commission regulated gathering line or a segment of pipe transferring produced water between a wellhead and the point of disposal, discharge, or loading. This definition of flowline does not include a gathering line. Generally, a flowline is located between the wellhead and the LACT or gas measurement meter. The different types of flowlines are:

1. *Off-location flowline* means a flowline transferring produced fluids (crude oil, natural gas, condensate, or produced water) from an oil and gas location to a production facility, injection facility, pit, or discharge point that is not on the same oil and gas location. This definition also includes flowlines connecting to gas compressors or gas plants.
2. *Peripheral piping* means a flowline that transfers fluids such as fuel gas, lift gas, instrument gas, or power fluids between oil and gas facilities for lease use.
3. *Produced water flowline* means a flowline on the oil and gas location used to transfer produced water for treatment, storage, discharge, injection, or reuse for oil and gas operations. A segment of pipe transferring only freshwater is not a flowline.

4. *Production piping* means a segment of pipe that transfers well production fluids from a wellhead line or production equipment to a gathering line or storage vessel and includes the following:

- a. *Dump line* means a flowline that transfers produced water, crude oil, or condensate to a storage tank, pit, or process vessel and operates at or near atmospheric pressure at the flowline's outlet;
- b. *Manifold piping* means a flowline that transfers fluids into a piece of production facility equipment from lines that have been joined together to comingle fluids;
- c. *Process piping* means all other piping that is integral to oil and gas exploration and production related to an individual piece or a set of production facility equipment pieces; and
- d. *Production line* means a flowline connecting a separator to a meter, LACT, or gathering line.

5. *Wellhead line* means a flowline that transfers well production fluids from an oil or gas well to process equipment (e.g., separator, production separator, tank, heater treater), not including pre-conditioning equipment such as sand traps and line heaters, which do not materially reduce line pressure.

Gas means all-natural gases and all hydrocarbons not defined as oil. Examples are natural gas, flammable gas, petroleum, or other hydrocarbon gases including propane, or any mixture of gas produced, transmitted, distributed, or furnished by a utility.

Gathering line(s) means a gathering pipeline or system as defined by the Colorado Public Utilities Commission, Regulation No. 4, 4 C.C.R. 723-4901, Part 4 (4 C.C.R. 723-4901) or a pipeline regulated by the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration pursuant to 49 C.F.R. 195.2 or 192.8. (49 C.F.R. 195.2 or 192.8 and 4 C.C.R. 723-4901 in existence as of the date of adoption of this OGM and does not include later amendments.) Generally, a gathering line begins after the LACT or gas measurement meter. In this Oil and Gas Manual, gathering lines do not include interstate pipelines.

Hazard and operability analysis (HAZOP) means a systematic method for evaluating hazards. It often involves the review of detailed system drawings, specifications, and operating procedures. Process hazards and potential operating problems are identified through a qualitative investigation of deviations from normal process conditions.

Horizontal directional drilling or boring (HDD) means a method of installing underground pipelines, cables, and service conduit through trenchless methods. It involves the use of a directional drilling machine and associated attachments to accurately drill along the chosen bore path and back ream the required pipe.

Hydrocarbon means an organic compound of hydrogen and carbon, such as any of those which are the chief components of petroleum and natural gas.

Injection well means any hole drilled into the earth into which fluids are injected for purposes of secondary recovery, storage, or disposal pursuant to authorizations granted by the ~~COGCC~~ **ECMC**.

Internal floating roof tank means a tank that has both a fixed roof and an internal floating roof. The fixed roof is usually a cone roof. The internal floating roof can be constructed of steel, aluminum, plastic, or other material. These tanks hold stabilized liquid hydrocarbon.

Jeeping means the process of using a high voltage "holiday detector," which can find tiny flaws in the coating of pipe using an electrical current.

Lease automatic custody transfer (LACT) means a unit that measures the net volume and quality of liquid hydrocarbons. This system provides for the automatic measurement, sampling, and transfer of oil from one operator to another.

Neighborhood meeting means a meeting held by the operator after the appropriate notice to notified residents for the purpose of communicating information about an oil and gas project and answering questions.

Notified residents means, unless more specifically defined in a particular section of this Oil and Gas Manual, the people and organizations that must be notified at various points of the permitting and operations process including the surface owners, tenants, and homeowner associations within a certain distance of a location.

Observer means the authorized representative of the oil and gas manager assigned to observe the work.

Off-location produced water flowline means a flowline transferring produced water from an oil and gas facility to a production facility, injection facility, or other produced water gathering, treatment, or disposal facility.

Oil means crude petroleum oil and any other hydrocarbons, regardless of gravities, that are produced at the well in liquid form by ordinary production methods, and that is not the result of condensation of gas before or after it leaves the reservoir. Oil that is extracted from the ground before it is refined into usable products, such as gasoline.

Oil and gas means oil or gas or both oil and gas.

~~Oil and gas division means the oil and gas division of the City of Aurora.~~

Oil and gas facility means equipment or improvements used or installed at an oil and gas location for the exploration, production, or withdrawal of crude oil, condensate, E&P waste, or gas. Any well, wellhead, flowlines, tanks, surface equipment, or associated infrastructure used in the development, production, storage, or marketing of oil, natural gas, natural gas liquids, or other hydrocarbon resources.

Oil and gas location means a definable surface area where an operator has disturbed or intends to disturb the land surface in order to locate an oil and gas facility. An oil and gas location might contain a single well, multiple wells, and/or associated infrastructure. An oil and gas location is the primary component that is permitted through the oil and gas permit application process.

Oil and gas manager means ~~the authorized representative of the city who provides overall technical coordination and monitoring of work of the oil and gas division~~ **the manager of the Energy and Environment division or designee.**

Oil and gas midstream facility means equipment or improvements used or installed at an oil and gas midstream location for the gathering, treatment, or processing of crude oil, condensate, E&P waste, or gas. Any central gathering facility (CGF), compressor station, gathering line, off-location produced water flowline, or associated facilities used in the gathering, storage, processing, or marketing of oil, natural gas, natural gas liquids, or other hydrocarbon resources.

Oil and gas midstream location means a definable surface area where an operator has disturbed or intends to disturb the land surface in order to locate an oil and gas midstream facility. An oil and gas midstream location might contain a central gathering facility (CGF), a compressor station, a gathering line, off-location produced water flowline, and/or associated facilities. An oil and gas midstream location is the primary component that is permitted through the oil and gas midstream permit application process.

Oil and gas midstream permit (OGMP) means a properly approved permit to construct an oil and gas midstream location, which contains an oil and gas midstream facility within the City of Aurora.

Oil and gas permit (OGP) means a properly approved permit to begin construction on an oil and gas location that contains an oil and gas facility within the City of Aurora.

Oil and gas well. See *Well*.

Operating plan means a general description of an oil or gas well facility identifying purpose, use, typical staffing pattern, seasonal or periodic considerations, routine hours of operation, source of services and infrastructure, and any other information related to the regular functioning of that facility.

Operational phases means those phases within the life cycle of an oil and gas location or oil and gas facility, which best describe the type of activities happening at the oil and gas location or oil and gas facility during the phase. It is possible for multiple phases of operation to be occurring at the same time with respect to a single oil and gas location. Chronologically, those phases are:

1. *Permitting phase* means the period of time in which the project proposed by the operator is being evaluated by the city. The permitting phase ends with a final decision by the city and when all additional required federal, state, and local permits or approvals have been obtained.
2. *Construction phase* means the conducting of civil and earthwork in connection with the construction and installation of drilling pads, visual mitigation measures,

access routes, pipelines, and launcher/receiver locations. The construction phase ends when the oil and gas location or oil and gas facility is fully prepared for its intended purpose.

3. *Drilling phase* means the period in which a drilling or spudder rig is utilized to penetrate the surface of the earth with a drill bit and the installation of well casing and cement at one or more wells. The drilling phase ends when the completion phase begins.

4. *Completion phase* means the period of perforation, hydraulic fracturing, clean up, coiling, workover, installation of tubing, and flowback of one or more wells at the oil and gas location. The completion phase ends when the production phase begins.

5. *Production phase* means the period in which one or more wells are capable of producing hydrocarbons that flow through permanent separator facilities and into tanks or, if applicable, into a gathering line.

6. *Reclamation phase* means the period of returning or restoring the surface of disturbed land as nearly as practicable to its condition prior to the commencement of oil and gas operations.

Operator means the permitted entity authorized to construct or operate an oil and gas location, oil and gas midstream location, oil and gas facility, or oil and gas midstream facility in the City of Aurora.

Pig means a generic term signifying any independent, self-contained device, tool, or vehicle that is inserted into and moves through the interior of a pipeline for inspecting, dimensioning, or cleaning.

Pig launcher and receiver sites means a location including equipment associated with the operation and maintenance of the pipelines associated with the cleaning and inspection of the pipelines, also known as pigging.

Pigging means the act of forcing a device called a pig through a pipeline for the purposes of displacing or separating fluids, and cleaning or inspecting the line.

Pipeline and Hazardous Materials Safety Administration (PHMSA) means the federal agency that monitors compliance through field inspections of facilities and construction projects; programmatic inspections of operator management systems, procedures, and processes; incident investigations; and through direct dialogue with operator management. PHMSA is an agency of the United States Department of Transportation.

Pipeline maintenance means the process of maintaining property or equipment, including pipelines, to preserve it and prevent it from failure and ensure that it will continue to perform its intended function.

Planning department means, unless the context clearly indicates otherwise, the Aurora planning and **business** development services department.

Platted residential subdivision means a subdivision that has been approved and recorded and is located in a zone that allows residential uses.

Process safety management (PSM) means an analytical tool focused on preventing releases of any substance defined as highly hazardous by the Environmental Protection Agency (EPA) or the Occupational Safety and Health Administration (OSHA). A "process" is defined by OSHA in the PSM standard as "any activity involving a flammable substance including any use, storage, manufacturing, handling, or the on-site movement of such chemicals, or combination of these activities."

Produced water transfer system means a system of off-location flowlines that transport produced water generated at more than one oil and gas location or production facility.

Production pits means those pits used for initial settling, temporary storage, or disposal of produced water by permeation or evaporation after drilling and initial completion of the well.

Production site means that surface area immediately surrounding proposed or existing production pits, or other accessory equipment necessary for oil and gas production activities, exclusive of transmission and gathering lines.

Public hearing means a meeting led by decision-makers, available to the public, and including a general notification to the public in advance of the meeting.

Public project means (1) a public work or improvement within the city that is wholly owned by the city; or (2) a public work or improvement within the city where 50 percent or more of the funding is provided by any combination of the city, the federal government, the state of Colorado, any regional transportation district, the Mile High Flood District, any regional transportation authority, any Colorado county, or any type of governmental entity, or any type of quasi-governmental entity; or (3) any public work or improvement funded and constructed within the city for the benefit of the city.

Residential building unit means a building or structure designed for use as a place of residency by a person, a family, or families. The term includes manufactured, mobile, and modular homes, except to the extent that any such manufactured, mobile, or modular home is intended for temporary occupancy or for business purposes.

Responsible official means for a corporation: a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation, or a duly authorized representative of such person if the representative is responsible for the overall operation of one or more manufacturing, production, or operating facilities applying for or subject to a permit. For a partnership or sole proprietorship: a general partner or the proprietor, respectively.

Right-of-way means an area of land dedicated to the public in fee simple title conveyed to the city for drainage, pedestrian, utility, street lighting, landscaping, roadway, or other purposes.

State means the state of Colorado.

Tank means any container used in conjunction with the production or storage of petroleum, hydrocarbon substances, or produced water stored at or near atmospheric pressure.

Testing agency means any individual or other person or entity which is qualified and licensed to perform the required sampling, analysis, testing, and professional recommendation service.

Treatment facilities means any plant, equipment, or other works used to treat, separate, or stabilize any substance produced from a well.

Twinning means the drilling of a well adjacent to or near an existing wellbore when the existing well cannot be drilled to the objective depth or produced due to an engineering problem such as collapsed casing or formation damage.

Valve station means a location associated with a gathering line where safety shutdown valves, automated safety devices, and pressure monitoring devices are strategically located to isolate segments of the gathering line.

Variance request means a request by an operator for an exception to a specific provision of this ~~Oil and Gas Manual~~ **OGM**.

Water delivery agreement means a legal agreement with the Aurora water department acting by and through its utility enterprise, which specifies the source of water to be used during permitted activities.

Water flowline means a pipe composed of a rigid material such as steel, polyvinyl chloride (PVC), or high-density polyethylene (HDPE), or lay-flat pipe with the general characteristics of fire hose, which is used to transport or convey water for application to use.

Water sources means all floodplains, as defined in chapter 70, and permanent city underground water storage facilities, including aquifer storage and recovery (ASR) operations.

Well means a hole drilled into the earth for the purpose of exploring for or extracting oil, gas, or other hydrocarbon substances.

Wetland means areas where water covers the soil or is present either at or near the surface of the soil all year or for varying periods of time during the year, including during the growing season. Wetlands may support both aquatic and terrestrial species. The prolonged presence of water creates conditions that favor the growth of specially adapted plants (hydrophytes) and promote the development of characteristic wetland (hydric) soils.

Wildlife habitat means a specific geographic area that provides the physical and biological features needed for life and successful reproduction of plant or animal species.

Section 6. That section 135-1(g) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(g) *Previous agreements.* Any previous operator agreement or other agreement, duly signed by the city manager of the City of Aurora, or approved by the city council, shall remain in full effect until the

term of such agreement has expired, or until all wells drilled during the term of such agreement are permanently plugged, abandoned, and removed from the oil and gas location in accordance with the rules and regulations of the ~~COGCC~~ **ECMC** and reclamation has been completed pursuant to ~~COGCC~~ **ECMC** requirements, or unless otherwise terminated by law. Any new oil and gas facilities at the oil and gas location which were not addressed in the operator agreement, as modified, shall be governed by this OGM.

Section 7. That section 135-1(i) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(i) *Compliance with other authorities.* The regulations identified in this Oil and Gas Manual are intended to supplement and are in addition to state rules and regulations, including but not limited to those promulgated by the ~~COGCC~~ **ECMC**, AQCC, and CDPHE. However, operator shall comply with applicable federal and state rules, regulations, and standards pertaining to public health, safety, welfare, the environment, and wildlife resources. Operator shall comply with the more protective of the regulations contained in this Oil and Gas Manual or applicable federal or state rule or regulation and/or standards.

Section 8. That section 135-2(b)(3) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(3) *Pre-application meeting.*

- a. Operator shall request a pre-application meeting with the office of development assistance prior to submitting an application for an oil and gas permit. Appropriate city staff (as determined by the oil and gas manager) may attend. The city may waive the pre-application meeting or pre-submittal requirement for any oil and gas permit application.
- b. At the pre-application meeting, operator shall present the proposed project to the city to determine the appropriate materials needed for the application, and so city staff may provide feedback on the proposed development. As a result of the pre-application meeting, the operator will receive a detailed set of notes containing information to aid the operator and consultant team in preparing a complete submittal in compliance with city standards.
- c. A vicinity map, project narrative, conceptual layout of the oil and gas location, and legal proof of access to mineral interest to be developed must accompany the request for a pre-application meeting.
- d. With the request for a pre-application meeting, operator shall submit operator name, name of parent companies, and a demonstration of financial capability to comply with this Oil and Gas Manual by submitting:
 1. Current balance sheet;
 2. Signed statement of cash flow and net worth, demonstrating the ability to comply with the regulations in the OGM, including the ability to fund permitting, operations, and surface reclamation;

3. A list of all bonding provided to the ~~COGCC~~ **ECMC** which applies to the application; and
 4. Any other reasonable and relevant financial documentation requested by the city.
- e. With the request for a pre-application meeting, operator shall demonstrate its operational capability to comply with this ~~Oil and Gas Manual~~ **OGM**, by submitting a list of all previous violations of any local, state, or federal rule or law within the last three years.
 - f. With the request for a pre-application meeting, operator shall submit the alternative location analysis (ALA) if an ALA is required by ~~COGCC~~ **ECMC**.
 - g. A request for a pre-application meeting can be made online via the office of development assistance webpage. For questions and assistance regarding this pre-application process, please contact the office of development assistance.

Section 9. That section 135-2(b)(15) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(15) *Public hearing.*

- a. Once the city is satisfied with operator responses to its review of the oil and gas location application, the oil and gas manager will forward a recommendation to the planning and zoning commission. The oil and gas manager's decision shall be based on whether or not the operator has successfully completed the oil and gas location permitting process and whether or not the operator has demonstrated that its oil and gas location application complies with location criteria and will be protective of public health, safety, welfare, the environment, and wildlife resources.
- b. The planning and zoning commission shall conduct a public hearing on the oil and gas location application and shall make a decision based on the applicable criteria to:
 1. Approve the oil and gas location application;
 2. Approve the oil and gas location application with conditions;
 3. Deny the oil and gas location application; or
 4. Remand to the ~~oil and gas~~ **Energy and Environment** division for further review.
- c. The planning and zoning commission decision may be called-up by city council.
- d. Operator shall notify all notified residents within one mile of the oil and gas location by mail of the time and location of the public hearing. Notified residents are those of legal record at the time of the mailing.

Section 10. That section 135-2(b)(16) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(16) *Criteria applied to oil and gas location.* The planning and zoning commission may approve an oil and gas location if the planning and zoning commission finds that the oil and gas location:

- a. Protects and minimizes adverse impacts to public health, safety, welfare, the environment, and wildlife resources;
- b. Conforms to the city's comprehensive plan;
- c. Complies with the applicable standards of this ~~Oil and Gas Manual~~ **OGM**, city regulations, and approved master plan that includes the property, and any condition specially applied to the property by the ~~oil and gas~~ **Energy and Environment** division, planning and zoning commission, or city council in a decision prior to a decision affecting the property;
- d. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses and proposed character in the surrounding area;
- e. Will not change the predominant character of the surrounding area;
- f. The city's existing infrastructure and public improvements, including but not limited to its street, critical infrastructure, stormwater facilities, and emergency systems, have adequate capacity to serve the oil and gas location, and any burdens on those systems have been mitigated to the degree practicable;
- g. Allows for the operator to reasonably implement the requirements of the OGM and protections contained in the ~~Oil and Gas Manual~~ **OGM** for the proposed oil and gas location; and
- h. An alternative location analysis, if required by ~~COGCC~~ **ECMC** rules or if requested by the oil and gas manager, is attached. An alternative location analysis shall use the following criteria:
 1. Conforms to the city's comprehensive plan and other applicable adopted plans;
 2. Provides adequate surface acreage and suitable topography for safe and efficient operations;
 3. Ability to access targeted minerals with the technology available at the time of development;
 4. Ability to implement the requirements of the OGM and protections contained in the OGM for the proposed oil and gas location;

5. Ability to consolidate oil and gas facilities with other planned drilling and spacing units proposed within the city's municipal boundaries; and
6. Any other considerations relevant to the protection of public health, safety, welfare, environment, and wildlife resources.

Section 11. That section 135-2(c) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(c) *Oil and gas permit (OGP) Phase 2 application process.*

- (1) Submission of oil and gas permit (OGP) application (Phase 2). In Phase 2 of the OGP application process, the operator shall submit the remainder of submittal requirements in support of its OGP application. Phase 2 submittal requirements are listed in subsection (e) of this section.
- (2) *Pre-acceptance completeness review.* Upon receipt of the operator's OGP Phase 2 application, the city will initiate a pre-acceptance review to determine whether the OGP Phase 2 application is sufficient to begin the formal review process. During the pre-acceptance review, the city will identify any missing submittal requirements in the OGP Phase 2 application and will notify the operator of its decision in writing. Operator must demonstrate that the operator has incorporated all regulations from this OGM in its OGP Phase 2 application.
- (3) *Phase 2—First review.* In the first review, the city will review the completed OGP Phase 2 application and provide questions or comments to the operator in writing based on operator's demonstration of compliance with the ~~Oil and Gas Manual~~ **OGM**. The operator will then respond in writing to the city to address all questions and comments.
- (4) *Phase 2—Second review.* In the second review, the city will review the operator's response to its questions or comments from the first review of the OGP Phase 2 application. The city will provide any further questions and comments to the operator in writing. The operator will then respond in writing to the city to address all questions and comments from the second review.
- (5) *Phase 2—Additional review.* Subsequent rounds of review may be necessary until the operator has sufficiently responded to the city's questions and comments. The oil and gas manager, in consultation with city staff, will make the final decision as to when operator's OGP Phase 2 application has met all city criteria.
- (6) *Limit on commencement of construction.* The operator shall not move any heavy equipment or begin construction at the oil and gas location based on ~~EOGCC~~ **ECMC** approval until the operator has received final approval of the OGP from the city pursuant to this ~~Oil and Gas Manual~~ **OGM** and all applicable city permits and agreements.
- (7) *Administrative approval of OGP.* OGP Phase 2 applications may be approved by the ~~oil and gas division~~ **Director of Planning and Business Development** on an administrative basis.

Once all OGP Phase 2 application questions have been answered by the operator to the satisfaction of the city (as determined by the oil and gas manager), a letter of administrative decision is provided to the operator and the Aurora city council. The city council may elect to call-up the ~~oil and gas manager's~~ **Director's** decision according to the procedures described in subsection (g) of this section.

(8) *Final approval and issuance of OGP.* Once the oil and gas location has been approved by the planning and zoning commission, the ~~oil and gas manager~~ **Director of Planning and Business Development** has administratively approved the OGP Phase 2 application, and any city council call-up or appeal process is complete, the oil and gas permit (OGP) will be issued to the operator by the ~~oil and gas~~ **Energy and Environment** division with or without conditions. No drilling of wells or installation of any oil and gas facility may begin until operator receives the notice to proceed (NTP).

(9) *Fulfillment of OGP conditions.* The operator shall satisfy any conditions required by the OGP.

(10) *Notice to proceed (NTP).* Upon satisfaction of all conditions required by the OGP, the city and operator may execute a water delivery agreement, road maintenance agreement, and other agreements as necessary. Upon approval and execution of all required agreements, the city may issue a NTP with or without conditions. After issuance of the NTP, operator may begin drilling activities at the oil and gas location if all additional approvals from ~~COGCC~~ **ECMC** and other required state authorities have been received.

(11) *Time limits.* An administratively approved OGP shall be valid for a period of three years from the date of approval.

a. If the construction of the oil and gas location has not begun within three years, the operator may request a one-year extension from the ~~oil and gas manager~~ **Director of Planning and Business Development**. Operator may request a total of two extensions. The ~~oil and gas manager~~ **Director of Planning and Business Development** may only approve such extension if there is clear and convincing evidence that:

1. No additional adverse impacts to public health, safety, welfare, the environment, or wildlife resources would occur;
2. The surface use conditions and surrounding land uses that are either existing or planned have not changed to such a degree that the current approval could no longer be met; and
3. The operator has submitted updated financial information, ~~COGCC~~ **ECMC** bonding information, and certificates of insurance, which continue to demonstrate the operator's ability to financially comply with the Oil and Gas Manual.

b. Any other extension beyond the extension described above shall require the approval of the city council after a public hearing and shall be based on these same criteria.

c. All application extensions shall require the written consent of the surface owner.

(12) *Denial.* If it is established by competent evidence that a proposed oil and gas permit application fails to meet any of the specifications in this ~~Oil and Gas Manual OGM~~, or fails to meet any approval criteria, then the permit for such oil and gas permit may be denied.

Section 12. That section 135-2(d)(5) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(5) *Alternative location analysis.* If required, an alternative location analysis shall be consistent with ~~EOGCC~~ **ECMC** rules and the OGM for an alternative location analysis submittal.

Section 13. That section 135-2(d)(19) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(19) ~~EOGCC~~ *ECMC forms.* Submit to the city a copy of the drilling and spacing order if available, and any ~~EOGCC~~ **ECMC** approved Form 2 or Form 2A, which confirms the operator's right to develop the mineral estate and confirms the ownership of the surface information.

Section 14. That section 135-2(e)(15) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(15) Approved ~~EOGCC~~ **ECMC** Form 2A.

Section 15. That section 135-2(f) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(f) *Variance requests.*

(1) Operator may seek an exception to the strict application of the requirements of the ~~Oil and Gas Manual OGM~~ by making a written variance request to the ~~oil and gas~~ **Energy and Environment** division. The variance request must include the justifiable rationale supporting the request. As part of a granted variance request, the ~~oil and gas~~ **Energy and Environment** division may require alternative mitigation measures to ensure compliance with the goals of the applicable regulations. Variance requests will be evaluated by the criteria set forth in subsection ~~(f)(4)~~ of this section in consideration of the protection of public health, safety, welfare, the environment, or wildlife resources.

(2) *Variance request process.* Any variance request shall be processed through the ~~oil and gas~~ **Energy and Environment** division. The ~~oil and gas~~ **Energy and Environment** division shall approve, approve with conditions, or deny the variance based on consideration of the staff report, the evidence from the neighborhood meeting, and the variance's compliance with the

criteria for approval. Variance requests are best submitted during the regular permit review process but may be submitted anytime.

(3) *Variance request steps.*

- a. Submission of a request by operator to the oil and gas manager with confirmation of receipt;
- b. *Neighborhood meeting.* Optional, unless the oil and gas manager determines **that** the variance request could have significant neighborhood impacts, or if a neighborhood meeting is requested by a directly impacted surface owner;
- c. Staff report;
- d. *Conditions of approval.* In approving a variance, the ~~oil and gas~~ **Energy and Environment** division may attach any conditions necessary to ensure **that** the variance authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other commercial entities in the vicinity in which the subject property is located and will protect public health, safety, welfare, the environment, and wildlife resources.

(4) *Variance request approval criteria.* In approving a variance, the ~~oil and gas~~ **Energy and Environment** division shall find:

- a. Special physical requirements or circumstances exist which are peculiar to the land or the lot, or some aspect inherent in the land causes hardship and is not applicable to other lands in the same district.
- b. The literal interpretation of the provisions of the ~~Oil and Gas Manual~~ **OGM** would deprive the operator of rights commonly enjoyed by other properties in the same district under the terms of the ~~Oil and Gas Manual~~ **OGM**.
- c. Granting of the variance request will not confer on the operator any special privilege denied by the ~~Oil and Gas Manual~~ **OGM** for other land in the same zone district.
- d. Because of physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of the physical requirements of the ~~Oil and Gas Manual~~ **OGM**.
- e. The special circumstances applicable to the property have not been created by voluntary action or negligence by any person presently having an interest in the property.
- f. The granting of the variance will be in harmony with the general purpose and intent of the ~~Oil and Gas Manual~~ **OGM**.

g. The granting of a variance from the strict application of the ~~Oil and Gas Manual~~ **OGM** will result in no net adverse impact to public health, safety, welfare, the environment, or wildlife resources, or impair the intent of the ~~Oil and Gas Manual~~ **OGM**.

h. The granting of a variance may be required to allow for safe construction, installation, and operations.

Section 16. That section 135-2(g)(1) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(1) *Appealing a decision by the ~~oil and gas~~ **Energy and Environment** division.*

a. Any administratively approved OGP application, interpretation, or decision of the oil and gas manager **or the Director of Planning and Business Development** concerning this OGM may be appealed by an applicant, by the owner of the subject property, or by the owner of a property that abuts the subject property. The notice of appeal must be filed with the city manager within 14 calendar days of the oil and gas manager's **or Planning and Business Development Director's** decision.

b. Such appeal shall specifically state the grounds for the appeal. If an appeal is filed, the planning and zoning commission shall consider the appeal at a regularly scheduled planning and zoning commission public hearing according to the procedures described in subsection (g)(3) of this section.

Section 17. That section 135-2(g)(3) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(3) *Appeal and call-up hearing procedure.*

a. The council must call up the oil and gas manager's **or Planning and Business Development Director's** decision regarding administrative approval of an OGP or variance request by the end of the second full council meeting following the decision. If such a decision is not called up by that time, the oil and gas manager's **or Planning and Business Development Director's** decision is final.

b. The council must call up the planning and zoning commission's oil and gas location application approval or denial or decision concerning an appeal by the end of the second full council meeting following the decision. If such a decision is not called up by that time, the planning and zoning commission's decision is final.

c. *De novo hearing.* The reviewing body shall hear the appeal or call-up as a new matter. The ~~original applicant~~ **appellant** has the burden of proof. In addition to considering the testimony and evidence presented at the hearing on the appeal or call-up, the reviewing body shall consider all pertinent information from the file as a result of the previous hearings from which the appeal or call-up is taken.

d. An appeal or call-up stays all actions and rights on the matter being appealed unless it is determined and certified by the original review authority that a stay would cause imminent peril to life and property.

~~e. The hearing shall be conducted as other public hearings, with a staff presentation of the matter prior to the public hearing. Any member of the public, including the appellant, if applicable, and the applicant shall have the right to be heard by the reviewing body either in person or by counsel. Formal rules of evidence and discovery do not apply in the proceedings under this section, and the reviewing body may consider any evidence or information deemed relevant and reasonably reliable.~~

e. *Hearing procedure.* The reviewing body shall follow the process for an appeal hearing as enumerated in Section E(9)(b) of the Rules of Order and Procedure for the Aurora, Colorado, City Council. If the applicant is the appellant, then there shall be presentations from both the appellant and the City. If a third-party (*i.e.* landowner) is the appellant, there may be presentations from the applicant, the appellant and the City as provided for in Section E(9)(b).

f. When reviewing any decision on appeal or call-up, the reviewing body shall use the same standards for decision making and shall make findings in accordance with the City Code, ~~Oil and Gas Manual~~ OGM, or applicable state law. The reviewing body may adopt the lower decision-making body's decision and findings as its own and may affirm, affirm with conditions, or reverse any decision or determination appealed or called up.

~~g. Notice of the decision of the reviewing body shall be provided to the appellant, where applicable, and the applicant in the same manner as the notice of the hearing.~~

h. A decision of the city council becomes final on the date of the decision. A decision of other reviewing bodies becomes final when the opportunity to appeal and/or call up the decision has expired. Judicial review of a final decision may be brought by timely appealing to a court of competent jurisdiction. (Ord. No. 2021-15, § 2, 6-14-2021)

Section 18. That section 135-3(b)(2) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(2) *Required elements of the emergency action plan.* The emergency action plan shall consist of at least the following information:

a. Name, address, and phone number, including 24-hour emergency numbers for at least two persons responsible for emergency field operations as well as the contact information for any subcontractor of operator engaged for well-control or flowline emergencies.

b. An as-built facilities map to be provided after the facilities are placed in service, in a format suitable for input into a GIS system depicting the location of aboveground facilities, flowlines, and associated equipment for emergency response and management purposes.

c. A detailed plan for responding to emergencies that may include any or all of the following:

explosions, fires, gas, oil, or water pipeline leaks or ruptures, spills, accidents, unexpected release of hazardous gases or chemicals, and unexpected pressure events. A provision that any spill outside of the containment area that has the potential to leave the oil and gas location or to threaten water, or as required by the city-approved emergency action plan, shall be reported to the city's local government designee (LGD).

d. Detailed information identifying access or evacuation routes and health care facilities anticipated to be used.

e. Operator shall provide the city with its emergency shutdown protocols and promptly notify the city of any emergency shutdowns related to on-site upset conditions that would have an impact on any area beyond the confines of the oil and gas location.

f. A statement and detailed information indicating that the operator has adequate personnel, supplies, and training to implement the emergency action plan immediately at all times.

g. The operator shall have current safety data sheets (SDS) for all chemicals available upon request. The SDS shall be provided immediately upon request to city officials, a public safety officer, or a health professional as required by ~~COGCC~~ **ECMC** regulations. Operator's contractors are responsible for the management of their own SDS and are to be made available upon request.

h. All "walkthroughs" or training associated with the emergency action plan shall be coordinated with the City of Aurora fire rescue upon their request.

i. Operator shall reimburse the appropriate emergency agencies for their reasonable expenses (as determined by the emergency agency) directly resulting from the operator's operations.

Section 19. That section 135-3(b)(3) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(3) *Notification to emergency service providers.* Operator shall notify and work with Aurora fire rescue, Aurora public safety communications, Bennett-Watkins fire rescue, Sable Altura fire rescue, and Buckley ~~Air~~ **Space** Force Base fire department as applicable to prepare for an emergency if requested by them to do so. In case of an emergency, the operator will have appropriate response foam and the capacity to apply such, available to respond to emergencies related to the oil and gas location, flowline, and crude oil transfer line.

Section 20. That section 135-3(e) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(e) *Anchoring.*

(1) Well equipment and all existing equipment at the oil and gas location shall be anchored to the extent necessary to resist flotation, collapse, lateral movement, or subsidence in compliance with applicable Federal Emergency Management Agency (FEMA) (as administered by this

city) and ~~COGCC~~-ECMC rules and regulations. All guy line anchors left buried for future use shall be identified by a marker of bright color not less than four feet in height and not greater than one foot east of the guy line anchor.

Section 21. That section 135-3(h)(1) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(1) *Chemical disclosure.* All hydraulic fracturing chemicals must be disclosed to Aurora fire rescue as part of the emergency response plan pursuant to the process set forth below before bringing such chemicals onto an oil and gas location. The operator shall make available to the city, in a table format, the name, Chemical Abstracts Service (CAS) number, and storage, containment, and disposal methods for such chemicals to be used on the oil and gas location, which the city may make available to the public as public records if legally allowed to do so. Operator must provide to the city a copy of any chemical disclosure documentation which is required to be provided to the ~~COGCC~~ ECMC, subject to any trade secret exception.

Section 22. That section 135-4(c)(2)(g) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

g. Operator must follow standard industry procedures in collecting samples, consistent with the current version of the ~~COGCC~~ ECMC Model Sampling and Analysis Plan.

Section 23. That section 135-4(c)(2)(k) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

k. Operator must follow standard industry procedures in collecting samples, consistent with the current version of the ~~COGCC~~ ECMC Model Sampling and Analysis Plan.

Section 24. That section 135-4(c)(4) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(4) *Wellbore integrity and aquifer protection.*

a. Operator shall follow all ~~COGCC~~ ECMC regulations regarding wellbore integrity and aquifer protection.

b. Operator shall obtain one water sample from each aquifer accessed by the operator drilled monitoring well after all final reclamation of all oil and gas facilities on the oil and gas location. The sample(s) shall be analyzed for the constituents in Tables 135-4-1 through 135-4-6 and the results reported to the city.

Section 25. That section 135-4(e)(5) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(5) *Temporary use of tanks.*

- a. Operator shall be permitted to utilize temporary tanks during the drilling and completion phases, and during maintenance operations of the oil and gas location, flowline, or crude oil transfer line, provided operator has provided proper notice regarding location, and required screening for temporary tanks if the maintenance or temporary tanks are present longer than seven calendar days.
- b. Temporary use of tanks at the start of the production phase may be approved by the ~~oil and gas~~ **Energy and Environment** division if the operator presents a clear plan and timeline to connect to pipelines once available. In these instances, operator shall use industry-recognized alternatives to transport oil until the pipeline infrastructure is viable.
- c. For maintenance operations that are expected to extend greater than seven days, operator shall give the city's oil and gas manager or designee prior notice of maintenance activities within three days of commencing the maintenance operations and the planned number of temporary tanks.
- d. Operator may use temporary tanks for up to one month at an oil and gas location during any single maintenance operation without the need for adding appropriate temporary visual screening (e.g., hay bales).

Section 26. That section 135-4(g)(1) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(1) The operator shall construct a flowline or crude oil transfer line in accordance with specifications set forth in section 135-38 for the transportation of hydrocarbons and produced water. Operator shall comply with the requirements for flowlines and crude oil transfer lines set forth in ~~COGCC~~ **ECMC** regulations. All new flowlines and crude oil transfer line shall have the legal description of the location recorded with the clerk and recorder of the applicable county within 30 days of completion of their construction. Operator shall provide as-built GIS locations and maps of all flowlines, crude oil transfer lines, off-location flowlines, off-location produced water flowlines, and gathering systems.

Section 27. That section 135-4(i)(2) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

~~(2) Civil Plans-Process. Public Works Engineering will require a civil plan Pre-Submittal Meeting to be held. To set up a meeting, please contact the Engineer On Call.~~ **The process for initiating a Civil Plan Review begins with the Applicant completing a Civil Plan Submittal form and emailing it to engineering@auroragov.org. An online review folder will then be created. The Applicant will then upload the plans, along with a completed Pre-Acceptance Checklist. If the plans provide the minimum required amount of information, a formal full review of the civil plans can then begin. Complete information is provided at:**

https://www.auroragov.org/business_services/development_center/development_process/plan_review_approval/civil_plan_review.

Section 28. That section 135-4(i)(4) of the City Code of the City of Aurora, Colorado, is

hereby amended to read as follows:

(4) *Civil Plans—Submittal Package.* ~~Public~~ Civil Plan submittals for an Oil and Gas Location shall include the Final Drainage Report, Storm Water Management Report, and an Inspection and Maintenance Plan as ~~outlined at the civil pre-submittal meeting~~ **determined during the Pre-Acceptance Review.** Any grading within an existing utility easement may require structural loading evaluation to handle trucking loads as determined ~~at the civil plan pre-submittal meeting~~ **during the Pre-Acceptance Review.** The structural loading evaluation shall be submitted with the ~~first submittal of~~ civil plans **for the Pre-Acceptance Review.**

Section 29. That section 135-4(i)(7) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(7) *Subsurface Utility Investigation—Loading Information.* ~~For oil and gas location civil plans, the City of Aurora Roadway Specifications Subsurface Utility Engineering (SUE) Note 22 (which refers to C.R.S. 9-1.5-101 et seq.) is a required note to be placed on the plans. In addition, Aurora Water requires any crossing of existing utilities or tie-ins to provide pre-design potholing.~~ **Civil Plans prepared for Oil and Gas Locations and Oil and Gas Facilities must include the following note: “Project shall comply with Utility Engineering Investigation and Documenting requirements per C.R.S 9-1.5-101 et seq., as amended, when the project includes excavation. Project shall comply with Aurora Water Standards and Specifications, latest edition, when the project includes excavation, including but not limited to installation of electronically traceable markers or being traceable by approved electronic methods for all subsurface utilities. By stamping the plan, the engineer of record is certifying the plan meets the standards established by the American Society of Civil Engineers’ ASCE 38 Standard, latest publication, for defining the accuracy of a facility or utility.” In addition, Aurora Water requires any crossing of existing utilities or tie-ins to provide pre-design potholing.**

Section 30. That section 135-5(a)(2)(d) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

d. Year-round compliance with the odor standards pursuant to ~~COGCC~~ **ECMC** and CDPHE regulations.

Section 31. That section 135-5(c)(1) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(1) *Minimize dust.* In addition to complying with ~~COGCC~~ **ECMC** rules, dust associated with activities on the oil and gas location and traffic on access roads shall be minimized throughout construction, drilling, and operational activities such that there are no visible dust emissions from access roads or the oil and gas location unless infeasible given wind conditions.

Section 32. That section 135-5(d)(1)(b) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

b. The operator shall comply with all provisions of ~~COGCC~~ **ECMC** regulations on noise abatement with respect to the oil and gas location; provided, however, that the maximum permissible noise levels

to be applied under ~~COGCC~~ **ECMC** regulations for the length of time indicated in ~~COGCC~~ **ECMC** regulations shall be, other than during the construction phase, the greater of:

1. The levels set forth for the land use type of "Residential/Agricultural/Rural/Industrial," as applicable, under ~~COGCC~~ **ECMC** regulations if measurements are taken at 1,000 feet from the sound walls at the oil and gas location; and
2. Four dB(A) higher than baseline ambient sound measured at 1,000 feet from the sound walls at the oil and gas location.

Section 33. That section 135-6(g) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(g) *Cultural and historical resource protection.*

(1) *General.* The operator shall comply with the City Code, as amended, by not causing to be carried out any construction, alteration, removal, or demolition of a building or feature or make any changes that would impair the historical association of the landmark building, landmark site, or historic district, pursuant to those qualities depicted in the City Code, without first obtaining approval. Operator will submit the permit application and await the ~~oil and gas~~ **Energy and Environment** division's approval following referral to the historic preservation commission, if applicable. If there is a discovery of historical artifacts, operator will notify the city.

(2) *Protection of natural, historical, and archaeological resources.* The nature and location of an oil and gas location shall not unreasonably interfere with or affect any unique natural resource, historical site or landmark, or known archaeological site.

Section 34. That section 135-6(o) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(o) *Reclamation.*

(1) *Interim reclamation.* Operator must submit an oil and gas location interim reclamation plan to the city with each OGP application.

(2) *Final reclamation plan.* Operator must submit a final oil and gas location reclamation plan to the city concurrently with the submission of the ~~COGCC~~ **ECMC** application to plug and abandon the last well at the oil and gas location.

(3) *Decommissioning of flowlines and crude oil transfer lines.* Once the non-water pipelines are no longer in use, they shall be properly abandoned as required by applicable ~~COGCC~~ **ECMC**, PUC or PHMSA rules and regulations. (Ord. No. 2021-15, § 6, 6-14-2021)

Section 35. That section 135-7(a)(6) of the City Code of the City of Aurora, Colorado,

is hereby amended to read as follows:

(6) *Pre-drilling notice.* Operator will comply with the mailing requirements of the move-in, rig-up notice required by the ~~COGCC~~ **ECMC** rules.

Section 36. That section 135-7(b) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(b) *Other notifications.*

(1) *General.* All notices and other correspondence sent to the city shall be in writing and shall be delivered by:

- a. Certified mail with return receipt; or
- b. Hand delivery with signature or delivery receipt provided by a third-party courier service (such as FedEx, UPS, etc.) to the designated representative of the city as indicated below; or
- c. Email to the designated representative of the city as indicated below.

City of Aurora
~~Oil and Gas~~ **Energy and Environment** Division
15151 E. Alameda Parkway, #5900
Aurora, CO 80012
Attn: Oil and Gas Manager
Telephone: 303-739-7000
Email: oil&gas@auroragov.org

(2) *Notification of submittal of ~~COGCC~~ **ECMC** permits, orders, and approvals.* At the time the operator files any ~~COGCC-ECMC~~ Form 2 or Form 2A for a well or oil and gas location within the city, the operator will provide the city a copy of such filings and shall provide the city with notification of any decision with respect to any ~~COGCC~~ **ECMC** Form 2 or Form 2A for a well or an oil and gas location and operator's best estimate as to when the Construction Phase for such well or oil and gas location will begin.

(3) *Notification of new operational phase.* Operator shall provide written notice to the city no less than 30 days prior to the commencement of any of the following: construction phase (unless the construction phase commences within 45 days of the approval of the applicable Form 2 or Form 2A), drilling phase, completion phase, or any recompletion, re-drilling, or plugging and abandonment of a well. Until the commencement of the production phase at the oil and gas location, operator shall notify the oil and gas manager as to the status of development at each active well monthly. Any notification provided by operator to city may be used by the city for public notification.

(4) *Routine maintenance.* Operator may perform all surface and downhole well maintenance and operations on its oil and gas location, oil and gas facility, flowline, or crude oil transfer

line that the operator deems prudent and necessary. Operator may perform routine maintenance of oil and gas facilities without prior notification to the city, including surface and downhole well maintenance.

Section 37. That section 135-7(d) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(d) *Incidents/spills.*

(1) *Events or incidents.* Any safety event, including any accidental fire, explosion, detonation, uncontrolled release of pressure, vandalism or terrorist activity, or any accidental or natural event that damages equipment or otherwise alters equipment or ~~appurtenances~~ **appurtenances** so as to create a significant spill or release, fire hazard, unintentional public access or any other condition that threatens public safety, or an injury to a person that requires medical treatment, or damage to lands, structures or property, or a ~~COGCC~~ **ECMC** Grade 1 gas leak, shall be reported within six hours. Once the applicable forms are submitted to the agency, a copy of that form will also be provided to the city. In the event of a fire that is not controllable by operator personnel, explosion, or need for emergency services response, 911 shall be called.

(2) *Spills.*

a. Operator must notify the city of any spill of any material on permeable ground on the oil and gas location that has a reportable spill quantity under any law. The operator will also provide the city with a copy of any self-reporting submissions that operator provides to the ~~COGCC~~ **ECMC** due to any reportable safety events at the oil and gas location, including but not limited to ~~COGCC~~ **ECMC** Form 22.

b. Any spill of one gallon or more that leaves the oil and gas location, or any spill within the oil and gas location of one barrel or more, shall be reported to the city within six hours.

(3) *Fires or Explosions.* Any accident or natural event involving fire, explosion, or detonation shall be reported to the city within six hours. This report shall include the following details, to the extent available:

- a. Location;
- b. Proximity to residences and other occupied buildings;
- c. Fuel source;
- d. Cause;

- e. Duration;
- f. Intensity;
- g. Volume;
- h. Description of any injuries to person(s);
- i. Description of any damage to property beyond the oil and gas location;
- j. Emergency management response; and
- k. Mitigation plan to be implemented to avoid future incidences of the same nature, and time frame to implement.

Section 38. That section 135-7(f)(1)(a) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

- a. At least 30 days prior to the close of the sale, the purchasing operator must submit a report to the ~~oil and gas~~ **Energy and Environment** division stating whether the then-current condition of the location, well, or facility is in compliance with the operator agreement and state laws. If noncompliant conditions are discovered, then by the purchase date, the purchasing operator must submit to the ~~oil and gas~~ **Energy and Environment** division a written report detailing a plan and timeline to bring the location, well, or facility into compliance.

Section 39. That section 135-7(f)(2)(a) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

- a. At least 30 days prior to the close of the sale, the purchasing operator must submit a report to the ~~oil and gas~~ **Energy and Environment** division stating whether the then-current condition of the location, well, or facility is in compliance with all state laws and the applicable regulations which were in effect in this ~~Oil and Gas Manual~~ **OGM** or other city regulation at the time the relevant oil and gas permit was approved. If noncompliant conditions are discovered, then by the purchase date, the purchasing operator must submit to the ~~oil and gas~~ **Energy and Environment** division a written report detailing a plan and timeline to bring the oil and gas location and all oil and gas facilities into compliance as soon as practicable after the purchase date.

Section 40. That section 135-32(b)(3)(e) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

- e. With the request for a pre-application meeting, operator shall submit operator name, name of parent companies, and a demonstration of financial capability to comply with this Oil and Gas Manual by submitting:

1. Current balance sheet;
2. Signed statement of cash flow and net worth, demonstrating the ability to comply with the regulations in the OGM, including the ability to fund permitting, operations, and surface reclamation;
3. A list of all bonding provided to the ~~COGCC~~ **ECMC** which applies to the application; and
4. Any other reasonable and relevant financial documentation requested by the city.

Section 41. That section 135-32(b)(16) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(16) *Administrative approval of the OGMP.* OGMP applications are approved by the ~~oil and gas division~~ **Director of Planning and Business Development** on an administrative basis. Once all questions have been answered by the operator to the satisfaction of the city (as determined by the oil and gas manager), a letter of administrative decision is provided to the operator and the Aurora city council. The city council may elect to call up the approved OGMP according to the procedures described in section 135-32(e).

Section 42. That section 135-32(b)(17) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(17) *Issuance of OGMP.* Once any city council call-up process is complete, the oil and gas midstream permit (OGMP) will be issued to the operator by the ~~oil and gas~~ **Energy and Environment** division with or without conditions. No installation of oil and gas midstream facilities may begin until operator receives the notice to proceed (NTP).

Section 43. That section 135-32(b)(19) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(19) *Notice to proceed (NTP).* Upon satisfaction of all conditions required by the OGMP, the city and operator may execute a water delivery agreement, road maintenance agreement, and other agreements if applicable. Upon approval and execution of all required agreements, the city may issue a notice to proceed (NTP) with or without conditions. After issuance of the NTP, operator may begin installation and construction activities at the oil and gas midstream location if all additional approvals from ~~COGCC~~ **ECMC** and any other applicable state authorities have been received.

Section 44. That section 135-32(b)(20)(a)(3) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

3. The operator has submitted updated financial information, ~~COGCC~~ **ECMC** bonding information, and certificates of insurance, which continue to demonstrate the operator's ability to financially comply with the ~~Oil and Gas Manual~~ **OGM**.

Section 45. That section 135-32(d) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(d) *Variance requests.*

(1) Operator may seek an exception to the strict application of the ~~Oil and Gas Manual OGM~~ by making a written variance request to the ~~oil and gas~~ **Energy and Environment** division. The variance request must include the justifiable rationale supporting the request. As part of a granted variance request, the ~~oil and gas~~ **Energy and Environment** division may require alternative mitigation measures to ensure compliance with the goals of the applicable regulations. Variance requests will be evaluated by the criteria set forth in subsection ~~(d)~~(4) of this section in consideration of the protection of public health, safety, welfare, the environment, or wildlife resources.

(2) *Variance request process.* Any variance request shall be processed through the ~~oil and gas~~ **Energy and Environment** division. The ~~oil and gas~~ **Energy and Environment** division shall approve, approve with conditions, or deny the variance based on consideration of the staff report, the evidence from the neighborhood meeting, and the variance's compliance with the criteria for approval. Variance requests are best submitted during the regular permit review process but may be submitted anytime.

(3) *Variance request steps.*

- a. Submission of a variance request by operator to the oil and gas manager with confirmation of receipt.
- b. *Neighborhood meeting.* Optional, unless the oil and gas manager determines that the variance request could have significant neighborhood impacts, or if a neighborhood meeting is requested by a directly impacted surface owner.
- c. Staff report.
- d. *Conditions of approval.* In approving a variance, the ~~oil and gas~~ **Energy and Environment** division may attach any conditions necessary to ensure the variance authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other commercial entities in the vicinity in which the subject property is located and will protect public health, safety, welfare, the environment, and wildlife resources.

(4) *Variance request approval criteria.* In approving a variance, the ~~oil and gas~~ **Energy and Environment** division shall find:

- a. Special physical requirements or circumstances exist which are peculiar to the land or the lot, or some aspect inherent in the land causes the hardship and are not applicable to other lands in the same district.
- b. The literal interpretation of the provisions of the ~~Oil and Gas Manual OGM~~ would deprive the operator of rights commonly enjoyed by other properties in the same district under the terms of the Oil and Gas Manual.

- c. Granting of the variance request will not confer on the operator any special privilege denied by the ~~Oil and Gas Manual~~ **OGM** for other land in the same zone district.
- d. Because of physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of the physical requirements of the ~~Oil and Gas Manual~~ **OGM**.
- e. The special circumstances applicable to the property have not been created by voluntary action or negligence by any person presently having an interest in the property.
- f. The granting of the variance will be in harmony with the general purpose and intent of the ~~Oil and Gas Manual~~ **OGM**.
- g. The granting of a variance from the strict application of the ~~Oil and Gas Manual~~ **OGM** will result in no net adverse impact to public health, safety, welfare, the environment, or wildlife resources, or impair the intent of the ~~Oil and Gas Manual~~ **OGM**.
- h. The granting of a variance may be required to allow for safe construction, installation, and operations.

Section 46. That section 135-32(e)(1) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(1) Appealing a decision by the ~~oil and gas~~ **Energy and Environment** division.

- a. Any administratively approved OGMP permit application, interpretation, or decision of the oil and gas manager **or Director of Planning and Business Development** concerning this section may be appealed by an applicant, by the owner of the subject property, or by the owner of a property that abuts the subject property. The notice of appeal must be filed with the city manager within 14 calendar days of the oil and gas manager's **or Planning and Business Development Director's** decision.
- b. Such appeal shall specifically state the grounds for the appeal. If an appeal is filed, the planning and zoning commission shall consider the appeal at a regularly scheduled planning and zoning commission public hearing according to the procedures described in Section 135-32(e)(3).

Section 47. That section 135-32(e)(3) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(3) *Appeal and call-up hearing procedure.*

- a. The council must call up the oil and gas manager's **or Planning and Business**

Development Director's decision regarding administrative approval of an OGMP or variance request by the end of the second full council meeting following the decision. If such a decision is not called up by that time, the oil and gas manager's **or Planning and Business Development Director's** decision is final.

b. The council must call up the planning and zoning commission's oil and gas location application approval or denial or decision concerning an appeal by the end of the second full council meeting following the decision. If such a decision is not called up by that time, the planning and zoning commission's decision is final.

c. *De novo hearing.* The reviewing body shall hear the appeal or call-up as a new matter. The ~~original applicant~~ **appellant** has the burden of proof. In addition to considering the testimony and evidence presented at the hearing on the appeal or call-up, the reviewing body shall consider all pertinent information from the file as a result of the previous hearings from which the appeal or call-up is taken.

d. An appeal or call-up stays all actions and rights on the matter being appealed unless it is determined and certified by the original review authority that a stay would cause imminent peril to life and property.

~~e. The hearing shall be conducted as other public hearings, with a staff presentation of the matter prior to the public hearing. Any member of the public, including the appellant, if applicable, and the applicant shall have the right to be heard by the reviewing body either in person or by counsel. Formal rules of evidence and discovery do not apply in the proceedings under this section, and the reviewing body may consider any evidence or information deemed relevant and reasonably reliable.~~

e. *Hearing procedure.* The reviewing body shall follow the process for an appeal hearing as enumerated in the Section E(9)(b) of the Rules of Order and Procedure for the Aurora, Colorado City Council. If the applicant is the appellant, then there shall be presentations from both the appellant and the City. If a third-party (i.e. landowner) is the appellant, there may be presentations from the applicant, the appellant and the City as provided for in Section E(9)(b).

f. When reviewing any decision on appeal or call-up, the reviewing body shall use the same standards for decision making and shall make findings in accordance with the City Code, ~~Oil and Gas Manual~~ **OGM**, or applicable state law. The reviewing body may adopt the lower decision-making body's decision and findings as its own and may affirm, affirm with conditions, or reverse any decision or determination appealed or called up.

g. Notice of the decision of the reviewing body shall be provided to the appellant. ~~where applicable, and the applicant in the same manner as the notice of the hearing.~~

h. A decision of the city council becomes final on the date of the decision. A decision of other reviewing bodies becomes final when the opportunity to appeal and/or call up the decision has expired. Judicial review of a final decision may be brought by timely appealing to a court of competent jurisdiction. (Ord. No. 2021-15, § 2, 6-14-2021)

Section 48. That section 135-33(e)(1) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(e) *Chemical and disclosure storage.*

(1) Operator shall disclose the below-referenced chemicals to the Aurora fire rescue, Sable Altura fire rescue, Bennett-Watkins fire rescue, and Buckley Air Space Force Base Fire Department as applicable. Chemicals that will be disclosed include methanol, tri-ethylene glycol, corrosion inhibitor, and other operational required chemicals used for the safe operation of the CGF, compressor station, and associated facilities.

Section 49. That section 135-34(g)(2) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(2) *Civil Plans-Process.* ~~Public Works Engineering will require a civil plan Pre-Submittal Meeting to be held. To set up a meeting, please contact the Engineer On Call.~~ **The process for initiating a Civil Plan Review begins with the Applicant completing a Civil Plan Submittal form and emailing it to engineering@auroragov.org. An online review folder will then be created. The Applicant will then upload the plans, along with a completed Pre-Acceptance Checklist. If the plans provide the minimum required amount of information, a formal full review of the civil plans can then begin. Complete information is provided at:**

https://www.auroragov.org/business_services/development_center/development_process/plan_review_approval/civil_plan_review.

Section 50. That section 135-34(g)(4) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(4) *Civil Plan-Submittals Package.* Civil Plan submittals **requirements** for Oil and Gas Midstream Locations and Oil and Gas Midstream Facilities will be determined on a case-by-case basis ~~at the civil plan pre-submittal meeting~~ **during the Pre-Acceptance Review** and may include: Final Drainage Report, Storm Water Management Report, and an Inspection and Maintenance Plan. Any grading within an existing utility easement may require a structural loading evaluation as determined at the civil plan pre-submittal meeting. The structural loading evaluation shall be submitted with the first submittal of civil plans.

Section 51. That section 135-34(g)(5) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(5) *Subsurface Utility Investigation—Loading Information.* Civil Plans prepared for Oil and Gas Midstream Locations and Oil and Gas Midstream Facilities must include the following note: “Project shall comply with ~~Subsurface~~ **Subsurface Utility Engineering (SUE) Investigation and Documenting** requirements per C.R.S 9-1.5-101 et seq., **as amended**, when the project includes excavation. **Project shall comply with Aurora Water Standards and Specifications, latest edition, when the project includes excavation,** including but not limited to **installation of**

electronically traceable markers or ~~tracing wire per Aurora Water Standards and Specifications~~ **being traceable by approved electronic methods** for all subsurface utilities. By stamping the plan, the engineer of record is certifying the plan meets the standards established by the American Society of Civil Engineers' (~~ASCE 38-02~~) **Standard, latest publication**, for defining the accuracy of ~~an underground~~ **a facility or utility.**" In addition, Aurora Water requires any crossing of existing utilities or tie-ins to provide pre-design potholing.

Section 52. That section 135-35(a)(2) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(2) *General.* In order to minimize degradation to air quality, operator shall eliminate, capture, or minimize all potentially harmful emissions and minimize dust associated with on-site activities and traffic on access roads. Operator shall comply with all applicable state and federal regulations, including regulations promulgated by CDPHE, ~~COGCC~~ **ECMC**, and U.S. EPA.

Section 53. That section 135-35(a)(3)(d) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

d. Year-round compliance with the odor standards pursuant to ~~COGCC~~ **ECMC** and CDPHE regulations.

Section 54. That section 135-36(f)(1) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(1) *General.* The operator shall comply with the City Code, as amended, by not causing any construction, alteration, removal, or demolition of a building or feature or make any changes that would impair the historical association of the landmark building, landmark site, or historic district, pursuant to those qualities depicted in the City Code, without first obtaining approval. Operator will submit the permit application and await the ~~oil and gas~~ **Energy and Environment** division's approval following referral to the historic preservation commission, if applicable. If there is a discovery of historical artifacts, operator will notify the city.

Section 55. That section 135-37(b)(1) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(1) *General.* All notices and other correspondence sent to the city shall be in writing and shall be delivered by: (a) certified mail with return receipt, or (b) hand delivery with signature or delivery receipt provided by a third-party courier service (such as FedEx, UPS, etc.) to the designated representative of the city as indicated below, or (c) email to the designated representative of the city as indicated below.

City of Aurora
~~Oil and Gas~~ **Energy and Environment** Division
15151 E. Alameda Parkway, #5900
Aurora, CO 80012
Attn: Oil and Gas Manager
Telephone: 303-739-7000

Email: oil&gas@auroragov.org

Section 56. That section 135-37(d)(1) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(1) *Events or incidents.* Any safety event, including any accidental fire, explosion, detonation, uncontrolled release of pressure, vandalism or terrorist activity, or any accidental or natural event that damages equipment or otherwise alters equipment or ~~appurtenances~~ **appurtenances** so as to create a significant spill or release, fire hazard, unintentional public access or any other condition that threatens public safety, or an injury to a person that requires medical treatment, or damage to lands, structures or property shall be reported to the city within six hours. Once the applicable forms are submitted to the agency, a copy of that form will be provided to the city. In the event of a fire, explosion, or need for emergency services response, 911 shall be called.

Section 57. That section 135-37(d)(2)(a) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

a. Operator must notify the city of any spill of any material on permeable ground on the oil and gas midstream location that has a reportable spill quantity under any law. Operator will also provide the city with a copy of any self-reporting submissions that operator provides to the ~~EOGCC~~ **ECMC** due to any spills at the oil and gas midstream location.

Section 58. That section 135-37(e)(1)(a) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

a. At least 30 days prior to the close of the sale, the purchasing operator must submit a report to the ~~oil and gas~~ **Energy and Environment** division stating whether the then-current condition of the oil and gas midstream location or facility is in compliance with the operator agreement and state laws. If noncompliant conditions are discovered, then by the purchase date, the purchasing operator must submit to the ~~oil and gas~~ **Energy and Environment** division a written report detailing a plan and timeline to bring the oil and gas midstream location or facility into compliance.

Section 59. That section 135-37(e)(2)(a) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

a. At least 30 days prior to the close of the sale, the purchasing operator must submit a report to the ~~oil and gas~~ **Energy and Environment** division stating whether the then-current condition of the oil and gas midstream location or facility is in compliance with state laws and the applicable regulations which were in effect in this ~~Oil and Gas Manual~~ **OGM** or other city regulation at the time the relevant oil and gas midstream permit was approved. If noncompliant conditions are discovered, then by the purchase date, the purchasing operator must submit to the ~~oil and gas~~ **Energy and Environment** division a written report detailing a plan and timeline to bring the oil and gas midstream location or facility into compliance as soon as practicable after the purchase date.

Section 60. That section 135-38(e)(4) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(4) Once the pipelines are no longer in use, they shall be properly abandoned as required by applicable ~~COGCC~~ **ECMC**, PUC or PHMSA rules. All pipelines installed greater than 50 years ago shall be properly abandoned or recertified by a third party, and the certification shall be provided to the city.

Section 61. That section 135-90(a)(4) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(4) *Inspection results.* The city shall provide the operator with the results of any inspection within three business days of the inspection. Additionally, the city reserves the right to contact the appropriate ~~COGCC~~ **ECMC**, CDPHE, PUC, or PHMSA area inspector if noncompliance issues related to state laws, rules, or regulations are identified as a result of field inspections or if noncompliance issues are not resolved expediently. The operator will be notified first, prior to any further notification. Operator shall promptly address any compliance issues noted by the city staff.

Section 62. That section 135-91(a)(2) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(2) Compliance with all regulations will be overseen by the ~~oil and gas~~ **Energy and Environment** division and its appointed inspectors. Compliance may also be determined from objective emissions records, evidence of spills, or other incidents.

Section 63. 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 64. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 65. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2024.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Dave Scott, Asst. City Attorney ^{RLA}
DAVE SCOTT, Assistant City Attorney

MEMO

TO: MAYOR COFFMAN AND MEMBERS OF THE AURORA CITY COUNCIL

FROM: BRAD PIERCE, CHAIR OIL AND GAS ADVISORY COMMITTEE

SUBJECT: OIL AND GAS ADVISORY COMMITTEE COMMENTS ON MINOR UPDATES TO THE OIL AND GAS MANUAL

DATE: NOVEMBER 13, 2024

Dear Mayor Coffman and Members of the Aurora City Council:

I am pleased to provide comments from the Oil & Gas Advisory Committee on minor updates to the Oil & Gas Manual.

At our September 18, 2024 Oil & Gas Advisory Committee meeting Jeffrey Moore presented minor updates to the Oil & Gas Manual.

Generally the minor updates consist of the following:

- Name changes for the
 - Colorado Oil & Gas Conservation Commission (COGCC) to Colorado Energy & Carbon Management Commission (ECMC)
 - Aurora Oil & Gas Division to Aurora Energy & Environment Division
 - Planning Department to the Planning & Business Development Department
 - Buckley Air Force Base to the Buckley Space Force Base
- Some approval authority (i.e. Administrative Decisions) now goes to the Planning Director instead of the Energy & Environment Division Manager
- Alignment with Public Works pertaining to Civil Pre-Acceptance Review process and Civil Plans Submittal Package, Civil Plans prepared for Oil and Gas Midstream Locations and Facilities

We voted unanimously to recommend to City Council to adopt the minor changes to the Oil & Gas Manual

Please contact me with any questions.

Respectfully submitted,

A handwritten signature in black ink that reads "Brad Pierce". The signature is written in a cursive style with a large, sweeping flourish at the end of the name.

Brad Pierce
Chair, Oil & Gas Advisory Committee



CITY OF AURORA

Council Agenda Commentary

Item Title: Adoption of the 2024 Model Traffic Code (Ordinance)
Item Initiator: Chris Amsler, Lieutenant, Aurora Police
Staff Source/Legal Source: Chris Amsler, Lieutenant, Aurora Police / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 12/2/2024

Regular Meeting: 12/16/2024

2nd Regular Meeting (if applicable): 1/6/2025

Item requires a Public Hearing: Yes No

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

- 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)

Chris Amsler, Lieutenant, Aurora Police / Andrea Wood, 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: Public Safety, Courts & Civil Service

Policy Committee Date: 11/14/2024

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.)

Moved forward to study session from 11/14/2024 Public Safety, Courts & Civil Service meeting

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

This ordinance would allow the City to adopt the 2024 version of the Model Traffic Code, to get in line with the State. We are currently operating under the 2010 edition.

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 this ordinance for the Adoption of the 2024 Model Traffic Code?

LEGAL COMMENTS

In order for the City Council to adopt the 2024 Model Traffic code, and make the other proposed amendments to ordinances dealing with the regulation of traffic, it is necessary to conduct a public

hearing and act by ordinance. The Model Traffic Code requires notice of the public hearing to be published at least 15 days prior, and again at least 8 days prior. It also requires approval by the Colorado Department of Transportaion. (Appendix Part A, Model Traffic Code). (Wood)

ORDINANCE NO. 2024- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 134-1, and 134-8; AND REPEALING SECTION 134-2(n)(3) OF THE CITY CODE PERTAINING TO ADOPTION OF THE 2024 MODEL TRAFFIC CODE AND LOCAL AMENDMENTS.

WHEREAS, the Model Traffic Code for Colorado, published by the Colorado Department of Transportation and revised in 2024, embodies the rules of the road and vehicle requirements as set forth in Article 4 of Title 42 of the Colorado Revised Statutes; and

WHEREAS, Section 42-4-110(1) of the Colorado Revised Statutes authorizes local authorities to adopt by reference all or any part of the Model Traffic Code for Colorado; and

WHEREAS, Section 42-4-110 and section 42-4-111 of the Colorado Revised Statutes authorizes local authorities to enact and enforce traffic regulations on roads and streets anywhere within their jurisdiction; and

WHEREAS, the City of Aurora has adopted the 2010 edition of the Model Traffic Code for Colorado, and now desires to update by adopting the 2024 edition.

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 134-1. Code adopted.

There is adopted by reference, as if fully set out in this section the ~~2010~~**2024** edition of the Model Traffic Code for Colorado promulgated and published as such by the state department of transportation (referred to in this chapter as the model traffic code) except that the following parts, sections, or subsections are declared to be inapplicable to this City and are therefore expressly not adopted:

- (a) Part 17; Penalties and Procedure.
- (b) Part 18; Vehicles Abandoned on Public Property.
- (c) Sections 109.5 and 109.6; Low Speed Electric Vehicle.
- (d) **Section 118; Establishment of wildlife crossing zones.**

- ~~(d)~~ **(e)** Subsection 225(3); Mufflers - Prevention of Noise.
- ~~(e)~~ **(f)** Subsection 236(6)(b); Child Restraint System.
- ~~(f)~~**(g)** Subsection 237(4); Safety Belt Systems.
- ~~(g)~~**(h)** Subsection 239(5) **and (5.5)**; Misuse of Wireless Telephone.
- ~~(h)~~**(i)** Subsection 501; Size and Weight Violations - Penalty.
- ~~(i)~~ **(j)** Subsection 607(2)(b); Interference with Official Devices.
- ~~(j)~~ **(k)** Sections 614 and 615; Increase in Penalties.
- ~~(k)~~ **(l)** **Section 616; wildlife crossing zones – increase in penalties for moving traffic violations.**
- ~~(l)~~ **(m)** **Section 617 Steep downhill grade zones – increase in penalties and surcharges for speeding violations – definitions.**
- ~~(m)~~ **(n)** Subsections 1101(7) and (8); Speed Limits.
- (o)** **Subsection 1402.5; Vulnerable road user – prohibition – violations and penalties – definition.**
- (p)** Subsections 1406(5); Foreign Matter on Highway.
- (q)** Section 1409; Compulsory Insurance.
- (r)** **Section 1410.5; Providing false evidence of proof of motor vehicle insurance.**
- (s)** **Section 1416; Failure to present a valid transit pass or coupon.**

Section 2. The City hereby repeals Section 134-2(n)(3) of the City Code pertaining to Obstruction of view or driving mechanism – hazardous situation.

Sec. 134-2(n)(3).

~~(n) *Obstruction of view or driving mechanism—Hazardous situation.* Subsection 201(3) of the Model Traffic Code is amended to read as follows:~~

~~(3) A person shall not drive a motor vehicle equipped with a video display visible to the driver while the motor vehicle is in motion. This subsection (3) does not prohibit the usage of a computer, data terminal, or safety equipment in a motor vehicle so long as the computer, data terminal, or safety equipment is not used to display visual entertainment, including internet browsing, social media, and e-mail, to the driver while the motor vehicle is in motion.~~

Section 3. The City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 134-8. Compulsory insurance; penalty

(a) No owner of a motor vehicle required to be registered in the state or any low power scooter shall operate the vehicle or permit it to be operated on the public streets of the city when he or she has failed to have a complying policy or certificate of self-insurance in full force and effect as required by law.

(b) No person shall operate a motor vehicle or low power scooter on the public streets of the city without a complying policy or certificate of self-insurance in full force and effect as required by law.

(c) Anywhere within this municipality when an accident occurs or when requested to do so following any lawful traffic contact or during any traffic investigation by a police officer, no owner or operator of a motor vehicle or low power scooter shall fail to immediately present to the requesting officer evidence of a complying policy or certificate of self-insurance in full force and effect as required by law. It shall be an affirmative defense to charges brought under subsection (c) of this section that:

(1) The accident and lawful traffic contact occurred exclusively on private property owned and controlled by the individual; or

(2) All of the following conditions existed:

a. The accident and lawful traffic contact occurred exclusively on private property; and,

b. The vehicle for which the request was made was not licensed to be driven on any street or highway; and,

c. The vehicle was not intended to be driven upon the streets or highways of the City of Aurora at any time.

(3) As used in this section, “evidence of a complying policy or certificate of self-insurance in full force and effect” includes the presentation of such a policy or certificate upon a cell phone or other electronic device.

a. If an operator of a motor vehicle or low-power scooter uses a cell phone or other electronic device to present evidence of a complying policy or certificate of self-insurance in full force and effect, as described in this subsection (3):

I. The law enforcement officer to whom the operator presents the device shall not explore the contents of the cell phone or other electronic device other than to examine the operator's policy or certificate of self-insurance; and

II. The law enforcement officer to whom the operator presents the device and any law enforcement agency that employs the officer are immune for any civil damages resulting from the officer dropping or otherwise unintentionally damaging the cell phone or other electronic device.

(d) *Penalty.*

(1) Any person who enters a plea of guilty, no contest or is convicted at trial of violating any provision of this section shall be punished by a fine of not less than \$500.00 or more than \$1,000.00 and, in addition, the court may impose imprisonment for not more than one year. The court may suspend up to one-half of the fine upon a showing that appropriate insurance as required by law has been obtained. Nothing in this subsection shall be construed to prevent the court from imposing a fine greater than the minimum mandatory fine.

(2) Any person who enters a plea of guilty, no contest or is convicted at trial of violating any provision of this section within a period of five years following a prior entry of a plea of guilty, no contest, or conviction at trial of a violation of this section, or C.R.S. § 42-4-1409(1), (2), or (3) shall be punished by a fine of not less than \$1,000.00, and in addition, the court may impose imprisonment for not more than one year. The court may suspend up to one-half of the fine upon a showing that appropriate insurance as required by law has been obtained.

(3) In addition to the penalties prescribed in subsections (d)(1) and (2) of this section, any person who enters a plea of guilty, no contest, or is convicted at trial of violating any provision of this section may be sentenced to perform community service.

(e) Testimony of the failure of any owner or operator of a motor vehicle to present immediate evidence of a complying policy or certificate of self-insurance in full force and effect when requested to do so by a peace officer shall constitute prima facie evidence, at a trial concerning a violation charged under subsections (a) or (b) of this section that such owner or operator of a motor vehicle violated subsection (a) or (b) of this section.

(f) No person charged with violating subsection (a) or (b) of this section shall be convicted if that person produces, in court, a bona fide complying policy or certificate of self-insurance which was in full force and effect at the time of the alleged violation, as evidenced by a letter from the insurance company or other insurer, dated after the date of the alleged violation, which states that such insurance was in full force and effect on the date of the alleged violation. The submission of fraudulent insurance documents or the letter/confirmation referred to in this subsection shall constitute a violation of section 94-381 of this Code.

(g) When a defendant is charged with violating subsection (c) of this section the city attorney may, at his or her discretion, request that such charge be dismissed in the event the defendant

produces the documents described in subsection (f) of this section. The court may assess against any defendant who is charged with violating subsection (c) of this section, which charge is dismissed upon motion of the city attorney as a result of the defendant's production of the documents described in subsection (f) of this section, reasonable costs not to exceed \$30.00.

(h) The clerk of the court shall forward to the executive director of the department of revenue a certified record of any conviction under this section.

(i) It shall be unlawful for any person to present an invalid, altered, or counterfeit letter or insurance identification card from an insurer or agent for the purpose of providing evidence of a complying policy or certificate of self-insurance required by this section. Any person convicted of a violation of this subsection shall be punished by a fine of not less than \$500.00. If such conviction is said person's second or subsequent offense, the fine shall be **not less** \$1,000.00.

(j) It shall be an affirmative defense to a violation of subsection (i) of this section that the person did not know or could not have known that the presented document was invalid, altered, or counterfeit.

Section 4. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 6. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2024.

PASSED AND ORDERED PUBLISHED this ____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Andrea Wood *AK*

ANDREA WOOD, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Office of Alternate Defense Council (OADC) Contract Amendment and Intergovernmental Agreement (IGA)(Resolution)
Item Initiator: Reyna Lopez, Administrative Supervisor, Public Defender
Staff Source/Legal Source: Shawn Day, Presiding Judge, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 12/2/2024

Regular Meeting: 12/16/2024

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.)*

- 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)

Shawn Day, Presiding Judge, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney
Estimated time: 5 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

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

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

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

Public Safety, Courts, and Civil Service committee supported moving forward to study session.

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

First Amendment to the IGA between the City of Aurora and Office of Alternate Defense Counsel. Amendments include term of agreement, contract amount and hourly rate of representation in year 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 approve this amendment to the IGA between the City of Aurora and the Office of Alternate Defense Council?

LEGAL COMMENTS

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



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Resolution Approving the First Amendment to the IGA between City of Aurora and Office of Alternate Defense Counsel
Item Initiator: Reyna Lopez, Administrative Supervisor, Aurora Public Defender's Office
Staff Source/Legal Source: Shawn Day, Presiding Judge, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

- There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date
- The delay will result in an adverse financial impact to the city
- The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 12/2/2024

Regular Meeting: 12/16/2024

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.)

Contract Amendment effective January 1, 2025.

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.

Reyna Lopez

Agenda Item Initiator Name

Shawn Day

Late Submission Approver Name (Council Appointee or DCM)

Reyna Lopez

Agenda Item Initiator Signature

11/21/2024

Date

Shawn Day

Late Submission Approver Signature

11/22/24

Date

**FIRST AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA AND
THE OFFICE OF ALTERNATE DEFENSE COUNSEL**

This First Amendment (“Amendment”) to the Intergovernmental Agreement (“Agreement”) regarding the Office of Alternate Defense Counsel providing representation to eligible indigent persons charged with violations of municipal code violations and traffic offenses is made and entered into as of the 1st day of November 2024, by and between **CITY OF AURORA, COLORADO** (“City”) and **THE OFFICE OF ALTERNATE DEFENSE COUNSEL** (“OADC”), individually a “Party” and collectively “Parties.”

WHEREAS, the City and OADC entered into an Intergovernmental Agreement adopted by Resolution No. R2023-164 and made effective January 23, 2024, regarding the provision of counsel representation to eligible indigent persons charged with violations of municipal code violations and traffic offenses where the Aurora Public Defender’s Office (“APDO”) has identified an ethical conflict of interest preventing it from undertaking or continuing the representation and the Court has appointed conflict counsel at the request of APDO or on its own Motion; and

WHEREAS, the Agreement provides in subsection B of Section 3. Term; Renewal, the option to renew said Agreement for a term beginning January 1, 2024 and ending December 31, 2024, and then on an annual bases not to exceed a total of four (4) additional twelve (12) month renewals (including the 2024 term); and

WHEREAS, the Agreement provides in subsection B of Section 3. Term; Renewal, that any increases in the hourly rate or other adjustments in compensation shall be mutually agreed upon and be reflective of comparable increases pursuant to Chief Justice Directive (CJD) 04-04; and

WHEREAS, the Parties desire to acknowledge that the Agreement was renewed for a 12-month term beginning January 1, 2024 through December 31, 2024; and

WHEREAS, the Parties desire to again renew said Agreement for a term beginning January 1, 2025 and ending December 31, 2025; and

WHEREAS, the Parties mutually agree to increase the hourly rate consistent with CJD 04-04 for the term beginning January 1, 2025 and ending December 31, 2025.

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. Section 3(B). Term; Renewal

- a. **Extend:** The term of the Agreement shall be extended for an additional one-year term for the period of January 1, 2024 through December 31, 2024. There remains three options to renew for additional twelve (12) month renewals, subject to annual budget appropriations. The maximum contract amount will

remain as outlined in 4(A) at **Eighty Thousand Dollars (\$80,000.00)** for this new 12-month term.

- b. Renew:** The Agreement shall be renewed for another one-year term for the period of January 1, 2025 through December 31, 2024. There remains two (2) options to renew for additional twelve (12) month renewals, subject to annual budget appropriations. The maximum contract amount will be **One Hundred Thousand Dollars (\$100,000.00)** for this one-year renewal period.

2. Section 4(B). Compensation and Payment – Hourly Rate Adjustment: The Agreement previously set the hourly rate consistent with those set in CJD 04-04, effective July 2022, for payment on comparable Misdemeanor & Traffic cases (\$80.00 per hour). Hourly rates pursuant to CJD 04-04 have since been increased twice; Amended July 2023, to \$95.00 per hour and July 2024, to \$100.00 per hour.

- a. The Parties mutually agree to adjustment including the same payment structure and rates that are paid by the State of Colorado to attorneys and other interdisciplinary team members under contract with the Office of the Alternate Defense Counsel created in section 21-2-101 and that are consistent with Chief Justice Directive 04-04, amended July 2024, effective January 1, 2025, except as provided in Section 4(E) for extraordinary circumstances, the maximum compensation per case shall be set in accordance with the original directive in Section 4(B) (4 hours of work for citation case, 12.5 hours for cases that do not proceed to trial, 18.75 hours for Jury Trial).

3. Section 4(C). Payments by OADC Subject to Reimbursement – Adjustment to Mileage Reimbursement:

- a. The City will reimburse attorneys and non-attorneys for mileage at the rate defined by Section 24-9-104, C.R.S. and for reimbursement paid per OADC policy.
- b. Effective January 1, 2025, the City will reimburse travel time at the rate specified by CJD 04-04, as Amended, July 2024). The OADC will carefully review all payment requests and be satisfied that the number of hours billed, and expenses charged are appropriate and necessary.

4. New section 4(D). **Termination by OADC**

- a. Termination by OADC when in the best interest of OADC: OADC, upon giving sixty (60) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of OADC as determined by the Director. Any unfinished portion of the work shall be faithfully and timely performed by the OADC to the extent directed by the City Representative (in the City Representative's discretion), and compensation

for all such authorized work performed shall be paid to the OADC in accordance with this Agreement.

5. Except to the extent modified herein, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties agree that this Agreement have caused this First Amendment to be executed as of the first date written above.

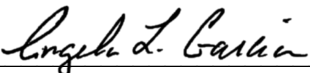
CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



ANGELA L. GARCIA, Senior Assistant City Attorney

SHAWN DAY, Presiding Judge

ELIZABETH CADIZ, Chief Public Defender

THE OFFICE OF THE ALTERNATE DEFENSE COUNSEL

By: _____
LINDY FROLICH, Director

RESOLUTION NO. R2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE STATE OF COLORADO OFFICE OF ALTERNATE DEFENSE COUNSEL REGARDING THE PROVISION OF ATTORNEY REPRESENTATION IN CASES WHERE THE MUNICIPAL COURT APPOINTS AN ATTORNEY OTHER THAN THE MUNICIPAL PUBLIC DEFENDER TO REPRESENT AN INDIGENT PERSON AT ANY STAGE OF THE PROCEEDINGS

WHEREAS, the City and OADC entered into an Intergovernmental Agreement (“Agreement”) adopted by Resolution No. R2023-164 and made effective January 23, 2024, regarding the provision of counsel representation to eligible indigent persons charged with violations of municipal code violations and traffic offenses where the Aurora Public Defender’s Office (“APDO”) has identified an ethical conflict of interest preventing it from undertaking or continuing the representation and the Court has appointed conflict counsel at the request of APDO or on its own Motion; and

WHEREAS, the Agreement provides in subsection B of Section 3. Term; Renewal, the option to renew said Agreement for a term beginning January 1, 2024 and ending December 31, 2024, and then on an annual bases not to exceed a total of four (4) additional twelve (12) month renewals (including the 2024 term); and

WHEREAS, the Agreement provides in subsection B of Section 3. Term; Renewal, that any increases in the hourly rate or other adjustments in compensation shall be mutually agreed upon and be reflective of comparable increases pursuant to Chief Justice Directive (CJD) 04-04; and

WHEREAS, the Parties desire to acknowledge that the Agreement was renewed for a 12-month term beginning January 1, 2024 through December 31, 2024; and

WHEREAS, the Parties desire to again renew said Agreement for a term beginning January 1, 2025 and ending December 31, 2025; and

WHEREAS, the Parties mutually agree to increase the hourly rate consistent with CJD 04-04, amended July 2024, for the January 1, 2025 – December 31, 2025 term; and

WHEREAS, the City and OADC, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, *et seq.*, C.R.S. to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

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

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

Section 1. The First Amendment to the Intergovernmental Agreement between the City of Aurora and the State of Colorado Office of Alternate Defense Counsel regarding the provision of attorney representation in cases where the Municipal Court appoints an attorney other than the municipal public defender to represent an indigent person at any stage of the proceedings 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.

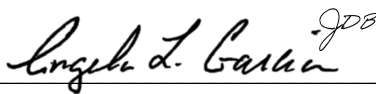
RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



ANGELA L. GARCIA, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Riviera Motel Neon Sign Local Landmark Nomination
Item Initiator: Chris Geddes, Historic Preservation Specialist, Library and Cultural Services
Staff Source/Legal Source: Chris Geddes, Historic Preservation Specialist, Library and Cultural Services / Tim Joyce, Assistant City Attorney
Outside Speaker: Todd Matuszewicz, UCD Graduate Student, Nomination Preparer
Council Goal: 2012: 4.5--Maintain high-quality, livable neighborhoods

COUNCIL MEETING DATES:

Study Session: 12/2/2024

Regular Meeting: 12/16/2024

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.)*

- 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)

Chris Geddes, Historic Preservation Specialist, Library and Cultural Services / Tim Joyce, Assistant City Attorney

Outside Speaker: Todd Matuszewicz, UCD Graduate Student & Nomination Preparer

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: Public Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizen Groups

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 HPC met on November 12, 2024, and approved the nomination of the Riviera Motel Neon Sign as a local landmark and recommends City Council’s approval of a designation of a local landmark for the Riviera Motel Neon Sign. Draft minutes are attached from the public hearing showing HPC approval of the nomination and recommendation that it move forward to Study Session and then Full City Council.

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

The Riviera Motel Neon Sign nomination is the culmination of years of attempting to landmark a neon sign along Colfax Avenue. At one time, Colfax Avenue displayed hundreds of neon signs in the 1950s-60s era of car culture and eye catching advertising. The Riviera Motel Neon Sign is one of the few remaining neon signs on the corridor. Additionally, the sign was designed by nationally known architect Richard Crowther. He also designed the previous 2 signs for the property, the motel and restaurant buildings, as well as the furniture and all the marketing materials. Much of Crowther’s work along Colfax has disappeared as growth and development, so this is one of the only a couple of remaining neon signs of his design standing on Colfax (the Esquire is about to be redeveloped).

The owners of the Riviera Motel buildings are in the process of selling the motel buildings due to the stress of the running the motel. The neon sign has a separate owner. The Riviera Motel sign is owned by Freeman Signs who stated their interest in pursuing designation of the sign only.

The HPC is excited to landmark its first neon sign; the owner, Freeman Signs, is also supportive of the designation and the access to the financial incentives to restore the sign that designation provides. The Riviera Motel Neon Sign is a visual landmark along Colfax as well as a tangible link to a period of growth, experimentation, and excitement in Aurora’s mid-century history.

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 approve and move the nomination forward to City Council Meeting?

LEGAL COMMENTS

City Council may designate landmarks, landmark sites, historical structures, and historical districts in the City. Initially, the Historic Preservation Commission conducts a public hearing and makes a recommendation to City Council for the designation of a landmark or a landmark site, if the structure or site is of particular historical, architectural, cultural, or archeological significance and:

- i. Exemplifies or reflects the broad cultural, political, economic, or social history of the nation, state, or community; or
- ii. Is identified with historic personages or with important events in national, state, or local history; or
- iii. Embodies distinguishing characteristics of an architectural type specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or
- iv. Is representative of the notable work of a master builder, designer, or architect whose individual ability has been recognized; or
- v. Meets specific archaeological criteria as designated by the commission, in accord with federal regulations and community standards; and
- vi. Does not deny the owner a reasonable economic use of property.

(UDO § 146-5.4.1.D.3.a) (TJoyce)



Local Landmark Designation

December 2, 2024
Study Session

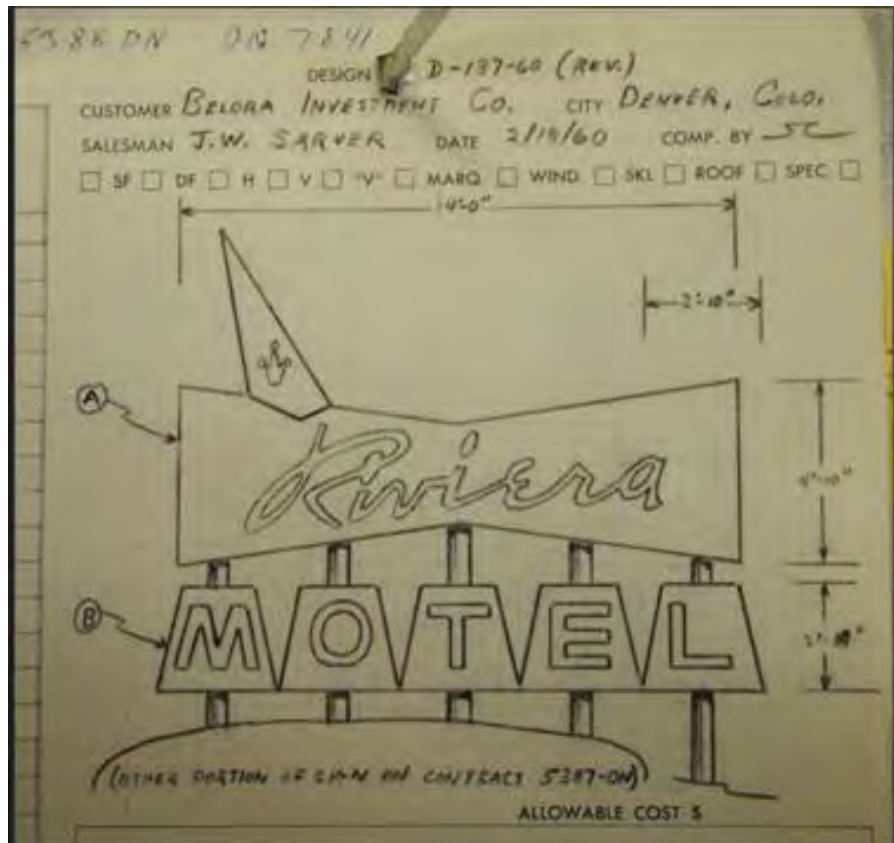


Meets Criteria 1, 3, 4, 6

- **Criterion 1:** The property exemplifies or reflects broad cultural, political, economic or social history of the community
- **Criterion 3:** The property embodies distinguishing characteristics of an architectural type inherently valuable to the study of a period, style, method of construction or craftsmanship
- **Criterion 4:** The property is representative as the work of a master builder or architect
- **Criterion 6:** The property consists of a definite area that due to singular characteristics, represents established and familiar visual features of the neighborhood/city/community



Historic Images – 1960 & 2024



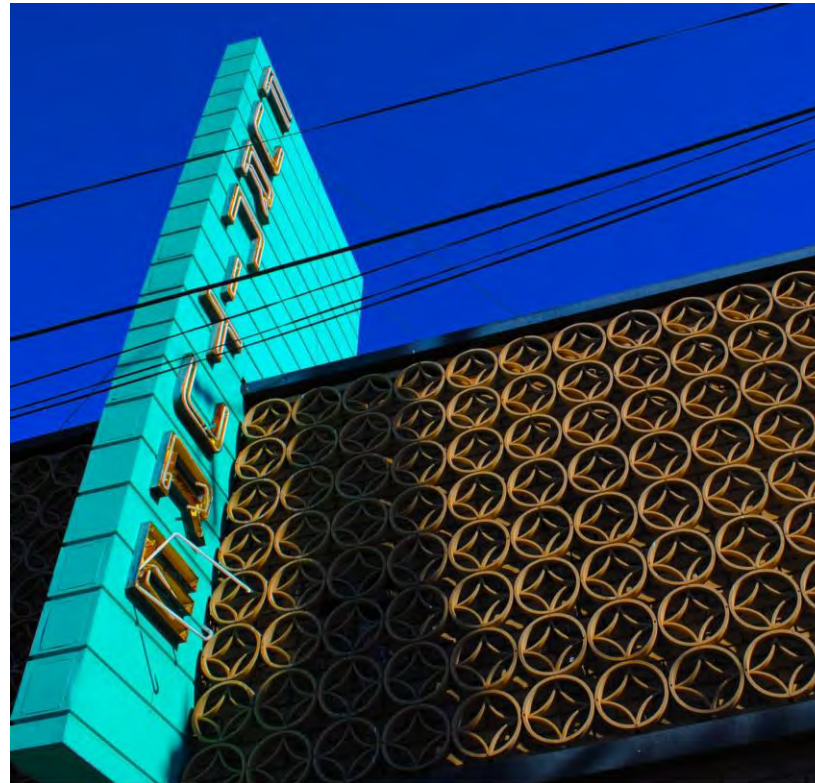
Local Landmark Criteria



- Richard Crowther designed the Motel & Restaurant Buildings, All 3 Sign Versions, Marketing Materials, and the Motel Furniture
- Rare to have motel, canopy, restaurant, and sign intact
- Much of his legacy has been demolished
- Futuristic passive solar house demolished in 2023
- Esquire Theater set for redevelopment in 2025



QUESTIONS/DISCUSSION



SAVE THE SIGNS

Corky Scholl

Co-President

1620 Uinta Street
Denver, Colorado, 80220
303-548-9039
savethesignscolorado@gmail.com

11-06-2024

The Riviera Motel sign is a work of art reflective of the beautiful motel it represents. As the founding member of the nonprofit Save the Signs, I wholeheartedly support the sign's nomination for historic status.

There are many reasons why the Riviera sign should be preserved. First, it's a great example of a historic neon sign that is still standing on Colfax Avenue, a street that has long been associated with neon. In the 1950s, there were thousands of neon signs along the nearly 30 mile stretch of Colfax that runs from Aurora to Golden. Over time, these amazing signs have depleted in number to just several dozen.

Second, the Riviera motel was designed by architect Richard Crowther, who was an Art Deco neon light designer in San Diego before moving to Denver in the 1940s to redo the neon signs and ticket booths at Lakeside Amusement Park. He quickly built a reputation in Denver and was commissioned for many iconic works, including the Riviera Motel in 1955. The crowning feature of this motel is the cantilevered port cochere, a design element that is repeated in the angled, lightbulb-lit wing that stretches skyward at the top of the neon sign. Few motels rise to the level of architectural significance, but Crowther's Riviera Motel easily does so and its neon sign is the ultimate representation of that significance.

Third, as the City of Aurora braces for changes that will come with the new Bus Rapid Transit line down Colfax, it's important to maintain a connection with the City's amazing history through the preservation of some of its best examples of architecture and iconic landmarks. The Riviera Motel, along with its neon sign, is a worthy example of what should be saved from the past as we chart a course into the future.

Corky Scholl



AURORA HISTORIC LANDMARK
OWNER CONSENT FORM

Each partial owner must sign a separate form. Reproduce form as needed.

Property Name RIVERS MOTEL SIGN

I, LARRY PETERS
(type or print name)

RESIDENT / OWNER FOREMAN SIGAS
title

certify or affirm that I am the sole owner ___; partial owner , or the legally designated representative
of the owners ___ of the land ___ and property located at *for designation

9150 E. COLFAX AVE

street number and name (or other geographic location)
AURORA JEFFERSON
city county

and that I hereby give my written consent and approval for this property's nomination to and designation as
an Aurora Historic Landmark.

[Signature]
Signature

09/09/2024
Date

Aurora Historical Society

Aurora, Colorado



Embrace your city, your past

November 1, 2024

Re: Support for Local Landmark Nomination of the Riviera Motel Sign

To whom it may concern:

The Aurora Historical Society supports the Nomination of the Riviera Motel Sign on Colfax Avenue. The Riviera Motel Sign is a significant part of Colfax Avenue's mid-century history and is an important part of Aurora's history. So many signs have already been lost through time and redevelopment that it becomes imperative for us to preserve those pieces that do remain. Route 66 and Colfax Avenue are part of our post-war culture when families were able to vacation and travel the roads again. A sense of nostalgia still surrounds Colfax. How disappointing for tourists visiting Aurora to find that nothing of that time remains.

The 1960 Riviera Motel Sign is one of the few neon signs that is still in use while so many others have been lost. It is important to note that the sign was designed by architect Richard Crowther, who was responsible for the design of the sign, the motel, restaurant building, marketing materials, and the furniture used in the motel rooms. He was an integral part of architecture in the Denver metro area and is well known for the update of Lakeside in the 1940s-50s, Friend Furniture in Aurora, as well as many other buildings. The Riviera Motel Sign was designed to catch the eye of the drivers on Colfax as they traveled the famous avenue and lure them in to stay the night at the motel.

After I graduated from college and moved to Aurora, one of the first things I did was drive the length of Colfax Avenue. Hearing about Colfax for many years, I was excited to finally see it for myself. Little of the Colfax I saw in the 1970s remains. It is my hope that some of what is left can be preserved for future generations. The Riviera Motel Sign would be a treasured addition to that legacy.

Many places along Route 66 have used the eye-catching neon signs and motels to entice a new generation to experience the joy of traveling the roads. Maybe Aurora could do the same.

The Aurora Historical Society strongly urges you to approve the nomination of the Riviera Motel Sign so it can be preserved and remain a part of the rich history it represents. If I can be of assistance in this process, please don't hesitate to call.

Sincerely,

Lynne Evans
President of the Aurora Historical Society
720-560-2490
lyevans@comcast.net



November 4, 2024

Aurora Historic Preservation Commission

15051 E. Alameda Parkway

Aurora, CO 80012

Dear Commissioners and Aurora City Council:

The Rivera Motel (and specifically the signage for it) is a serious piece of Modernist Roadside Architecture designed by one of Colorado's master architects, Richard Crowther. Recently Colorado has lost one of Crowther's master works, and currently his name is on the minds of many. This work, in particular, is something worth saving not only for its cultural and aesthetic qualities, but because of the role signage played in Crowther's development as an architect. Some of his first works as a young designer were in the field of signage, several of these still exist at Lakeside Amusement Park. The Riviera signage, however, represents the work of a developed and mature architect during his most prolific period.

Because of the above, the Colorado Chapter of Docomomo is writing in support of Richard Crowther's Riviera Motel signage local landmark designation.

This is a piece of architecture which should be saved.

Josh Robinson. President.

Docomomo US/Colorado



a sign of good business
www.freemansigns.net

FREEMAN SIGNS, INC.
3883 N. Monaco Pkwy
Denver, CO 80207-1435
Phone: 303.781.0106
Fax: 303.762.8293

November 6, 2024

City Council, City of Aurora
Aurora Historic Preservation Commission

RE: Riviera Motel Sign Local Landmark Nomination

To Whom It May Concern,

As an Owner/Partner at Freeman Signs, I would like to show my support for the Local Landmark nomination of the Riviera Motel sign at 9150 E. Colfax Avenue. When Gordon Sign Company closed up their business, Freeman Signs took over many of their leases, including the Riviera Motel sign. Even though there were some problems with the motel owners and the lease agreement with the change from Gordon to Freeman, we did not want to remove the sign due to its character and historic nature. They just don't build signs like this anymore. We fought hard to avoid removing the sign, even when the previous motel owner would not negotiate a new lease agreement and told us to just cut it down. We saw that he did not know the historic value of the sign and that it could never be replaced if we removed it. The issue with the lease was resolved and Freeman has been servicing the sign. How wonderful would it be to do more work on the sign, with Local Landmark designation opening up the doors to financial incentives that would allow us to really take the sign back to its original look and glow along Colfax?

The turquoise and orange neon motel sign is a visual landmark on Colfax Avenue. People know where they are when they see it, and there are still many people with strong memories of this sign lighting up Colfax along with hundreds of other neon signs. The 1960 sign is one of the few neon signs still in use while so many others have been lost. Although this is the 3rd sign at the Riviera, they were all designed by noted Denver architect Richard Crowther. Crowther's work is indelibly tied to Colfax Avenue. He designed multiple other signs for businesses along the Colfax corridor, and just about all of them are gone: Fashion Bar at Colfax and Florence, Lili Russell Dress Shop, the Ellis Drive-in on West Colfax, and soon the Esquire Theater. Even his house was recently demolished. Lakeside Amusement Park and the Riviera Motel are some of the last remaining links to Crowther's influence in Denver.

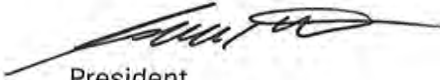
With all the growth in Aurora and Denver, it is important to preserve these tangible links to earlier periods in our history. The Riviera Motel neon sign is deserving of local landmark recognition as it is an important

piece of Colfax's story. Please help preserve this visual icon on Colfax by approving landmark status for the Riviera Motel neon sign.

Your time and consideration for Landmark designation is appreciated.

Sincerely,

Jerry Peters

A handwritten signature in black ink, appearing to read "Jerry Peters", with a long horizontal flourish extending to the right.

President

Freeman Signs, Inc.



Letter of Support

To Whom It May Concern:

The NANO (Northwest Aurora Neighborhood Organization) Board of Directors has convened on November 4th. They have approved a Letter of Support directed to Historic Preservation Specialist of Aurora History Museum & Historic Sites | City of Aurora. We recommend approval for a classification of the neon sign at the Riviera Motel (just the sign) as a local landmark designation. We feel that this designation will add and embellish the importance of this historic area of original Aurora. The Colfax corridor always has been vital for the City of Aurora and its long lasting history of significance for our citizens and businesses both past and present. With ever changing and futuristic development it is necessary to designate our historic past as much as we can; so as for us not to totally lose the quality and importance of how it all began.

Your approval would benefit all of Aurora and Colorado as a whole.

Thank you;

Sincerely; William F. Gondrez; President, NANO

**BRIE
SAMYN**

1155 ASH STREET, APT 508
DENVER, CO 80220

TO
AURORA HISTORIC PRESERVATION
COMMISSION
15051 E. ALAMEDA PARKWAY
AURORA, CO 80012

DATE
NOVEMBER 4, 2024

DEAR COMMISSIONERS,

I fully support the Riviera Motel Sign at 9100 E. Colfax Avenue being nominated as an Aurora Historic Landmark. The motel and sign are works of local architect Richard Crowther, a nationally renowned pioneer of environmental stewardship and its architectural application, and are well deserving of historic recognition and preservation. The sign itself is part of the vibrant history of Colfax Avenue, but on a broader scale, also the modern movement in central Colorado during the mid-century. Crowther's contributions and legacy will outlive us, but sadly, his constructed works will not. We have already lost the majority of local structures and many neon signs designed by Crowther, which makes preserving the Riviera Motel Sign even more paramount.

Crowther's work and the history of Colfax Avenue are stories people want to hear and Aurora has a responsibility to preserve and share them. With the celebrated Aurora Fox Arts Center down the street, the Riviera Motel Sign should be the next polished jewel in Aurora's Colfax crown.

As an East Colfax resident, certified interior designer, and board member of the modern architecture organization Docomomo US/Colorado, I am asking you for your leadership and support in designating this worthy landmark. Thank you for your consideration.

Best,



Brie Samyn

AURORA LANDMARK PROPERTIES

NOMINATION FORM

City of Aurora
Historic Preservation Commission



SECTION A: SITE INFORMATION AND DESCRIPTION

1. *Name of Nominated Site*

Historic Name: **Riviera Motel Restaurant and Lounge Neon Sign**

Current Name: **Riviera Motel Neon Sign**

2. *Address of Property*

Street Address: **9150 East Colfax Avenue**

County: **Arapahoe**

Zip Code: **80010**

3. *Geographic Description*

P.M.: **6th** Township: **4S** Range: **67W**

NW $\frac{1}{4}$ of Section: **3**

UTM: Zone: **13S** UTM East: **510134.61** UTM North: **4398904.31**

Quad Map: Englewood Year: 1965, revised 1997 Map Scale: 7.5

Lot(s): N/A Block: 3

Addition: Colfax Square Subdivision Year of Addition: 1893

Boundary Description: As the nominated object is a sign whose poles pierce the building, and only the sign is included in this nomination, the boundary is the set of UTM's as listed above in #3.

4. *Legislative Information*

Aurora Ward #: **1** Colorado House District: **42** Colorado Senate District: **28**

5. *Site Owner*

Current:

Name: **Freeman Signs**

Address: **3883 North Monaco Street Parkway**

Phone: **(303) 781-0106**

City: **Denver** State: **CO** Zip: **80207**

Historic:

Name(s): **Electrical Products Consolidated, Gordon Sign Company**

Source(s) of information: **Freeman Signs Files**

6. *Site Classification*
 building(s) district site structure object area
7. *Site Condition*
 excellent good fair deteriorated ruins
8. *Site Location*
 original location moved (date of move _____)
9. *Site Use*
Historic: **Signage**
Current: **Signage**

SECTION B: DESIGN AND CONSTRUCTION INFORMATION

10. *Date of Construction:*
1960

Source of information:
Freeman Signs Files

11. *Physical and Site Description:*
The sign reads Riviera Motel in turquoise neon nestled in white open channel letters. The channel returns are black to match the corrugated cabinet face. It is a type "C" DFH sign (Photos 1-2) with incandescent bulbs in the salmon-colored spear which originally scintillated through a four-point flasher. It is not currently animated. The shop drawings from February 1960 show the sign consisting of five distinct elements mounted on five 6" poles integrated into the restaurant's interior wall with the electric service chasing through one of the poles. The overall dimensions of the Riviera Motel sign, sections A and B, respectively, are 14' 0" x 7' 10" and 14' 6" x 2' 8". The sign stands 25' above the sidewalk and sits 5' back.

The sign pierces a one story former restaurant building that stands at the north/northwest end of the motel complex. The U-shaped motel wraps around a U-shaped parking lot which extends from the office area on the west to an open area where cars could enter on the east side off of Beeler Street. This entrance has since been fenced off. The former restaurant building and neon sign are at the top of the open "U." Raised garden beds sit atop the Concrete filled pool to the west of the former restaurant building which is currently surrounded by a chain link fence.

Original Structure: Additions or Alternations:

The removal of two sections of the sign that read restaurant and lounge occurred before 1979. The repurposed cabinets appear as single sided fascia mounted signs on the east and west of the restaurant building.

Source of information:
Freeman Signs Files; Historic Photos on file at Aurora History Museum

12. *Architect, Builder, Engineer, Artist, or Designer*

Name: **Richard Crowther, Architect and Designer** Location: **Denver, CO**

Source of information:

The Adams County News, vol. 45, no. 26, May 1954, p. 1

Name: **Electrical Products Consolidated, AKA EPCON** Location: **Denver, CO**

Source of information: **Freeman Signs Files**

The Denver Post Empire Magazine, December 19, 1954

13. *Architectural Style/Engineering Type*

Type/Style: **Type “C” DFH pole sign/Googie**

Source of information:

Freeman Signs Files

Alan Hess, Googie Redux: Ultramodern Roadside Architecture, p 68

SECTION C: SITE SIGNIFICANCE

14. *Significance of Property*

Nomination Criteria:

1. The Property (District) Exemplifies or Reflects the Broad Cultural, Political, Economic, or Social History of the Nation, State, or Community.

2. The Property (District) Is Identified With a Historic Person or Historic Group Significant To National, State, or Local History.

3. The Property (District) Embodies Distinguishing Characteristics of an Architectural Type Inherently Valuable to the Study of a Period, Style, Method of Construction, or Indigenous Materials or Craftsmanship.

4. The Property/District Is Representative as the Work of a Master Builder or Architect.

5. The Property/District Contains the Possibility of Important Archaeological Discoveries in Prehistory or History.

6. The Property/District Consists of a Definite Area That, Due To Its Unique Location or Singular Characteristics, Represents Established and Familiar Visual Features of the Neighborhood, Community or City

15. *Period of Significance*

Period of Significance: **1960 (Criteria 3 & 4); 1960 - present (Criteria 1 & 6)**

Justification:

Sam and Eugene Reed hired Denver resident and nationally known architect Richard Crowther to design an “architect’s dream” motel. Located on East Colfax Avenue, AKA US Route 40’s motel row, and completed in 1954, the Riviera Motel lived up to its aspirations. In 1960, Eugene Reed, acting as the president of the Triple S Corporation, oversaw the construction of the Richard Crowther-designed Riviera Restaurant and the integrated, Crowther-designed neon sign. (Photos 3-6) Famed

Denver restaurateurs, the Shaners, who owned and operated several businesses on the 1600 block of Welton Street and would later go on to own the Oxford Hotel and The Cruise Room, opened the first restaurant under the neon sign.

A Googie building would not be complete without a soaring, gravity-defying, integrated sign. The Riviera Motel sign exhibits all the classic elements of the Googie canon: the sign rises well above neighboring signs and weightlessly rests upon five poles, integrated into the restaurant building. As the first tenet of the style dictates, nothing needs to appear to rest on anything else, least of all the earth. And “where nature and engineering can’t accomplish this, art must help” (Haskell 87). The design of the sign support system artfully eliminates the connection to the earth. The Googie aesthetics of exaggeration and dramatic angles, of pluralism in all facets, are announced in the sign (Novak). Multiple type styles and fonts, contrasting colors, abstract geometric shapes, and neon delineation of features all contribute to establishing this sign as a classic Googie example.

Prior to the construction of the Riviera Motel in 1954, there were four neighboring motels, each with its own distinct sign. The motels were the Thunderbird to the north, the Cottonwood to the east, and the Circle D and Admiral to the west; each identified by a type “B”, Double-Faced (DF), Horizontal text (H), street-adjacent sign. (Photos 7-12) All four of the signs have been demolished, along with three of the four buildings. The Thunderbird Motel converted to an apartment complex leaving the Riviera as the sole survivor. (Photos 13-15) The Riviera is one of the last remaining neon signs along the East Colfax Avenue corridor, and the only one designed by a nationally known architect. It continues to serve as a visual landmark for those who live and work in the area.

16. *Significance Statement*

The Riviera Motel neon sign at 9150 East Colfax Avenue is eligible for Aurora Historic Landmark designation under Criterion No. 1 for its role in the post-war car culture and interstate travel that helped define the built-environment and commercial landscape of East Colfax Avenue, US Route 40. The sign is eligible under Criterion No. 3 as an outstanding example of mid-century Googie architecture and design. Furthermore, the sign is eligible under Criterion No. 4 for its connection to nationally known architect Richard Crowther. Finally, the sign is eligible under Criterion No. 6 for being an established and instantly recognizable visual feature of the neighborhood.

Criterion 1:

[X] 1. *The Property (District) Exemplifies or Reflects the Broad Cultural, Political, Economic, or Social History of the Nation, State, or Community.*

Commercial Car Culture, the Colfax Corridor Pre – I 70, Neon Signs

Constructed during the street’s peak prominence as a major thoroughfare and commercial district, the Riviera Motel, Restaurant and Lounge sign at 9150 East Colfax Avenue represent the pinnacle of the era's travel and car culture and remain a

symbol of Colfax Avenue's status in the mid-20th century.

In 1889, the Colfax Trust Company platted the land east of Denver. As a US Representative from Indiana, Schuyler Colfax introduced the first bill in Congress to establish the Territory of Colorado, and the street first known as County Road 54 was named Colfax Avenue after him. The street, originally a local trail for farmers and homesteaders, became an important artery for the small town of Aurora (Colfax Street Master Plan). The trolley line that extended to Aurora from Denver coupled the quiet suburbs with the bustling city center. Preceding the Second World War, Colfax Avenue connected Aurora to Denver. Trolley lines and later bus services ran through this corridor. The area became a tourist destination and home to the Fitzsimons Army Hospital. The combination of these two robust industries spurred the commercial infill of the area and bolstered Aurora as a city.

After World War II, the Colfax Avenue continued its primacy in the city. Fueled by the rise in car ownership, interstate travel, and the pent-up demand for consumer goods, the corridor thrived in the 1940s and became known as the "Miracle Mile." The prosperity of Colfax Avenue peaked in the 1950s (Colfax Street Master Plan).

US Route 40, Colfax Avenue, is one of the surviving transcontinental highways. It traverses the center of the country nearly in a straight line. Its western terminus, in San Francisco, is only 90 miles south of its eastern terminus, in Atlantic City, New Jersey. Arguably the most historic of the transcontinental highways, it started in 1651 as the "Street leading to ye woods." American armies in the Revolutionary and Civil wars marched along it. Under President Thomas Jefferson, it became the first road to be improved using federal funding. Daniel Boone is credited with continuing its development across towards the west and Jim Bridger explored the route west of Denver (Stewart 3–9).

For most of the first half of the 20th century, US Route 40/Colfax Avenue, stood as the "Gateway to the Rockies." Even until as late as 1968, according to a Rocky Mountain News columnist, Colfax Avenue remained "one of the most important gateways – east and west – in our town" (Simmons and Simmons 10). However, in the late 1960s, with the increasing popularity of suburbs, commercial chain franchises, and the opening of Interstate Highway 70, Colfax Avenue declined (Colfax Street Master Plan).

The eye-catching neon sign at 9150 East Colfax Avenue, enduring for over a half century, reminds motorists and pedestrians of prosperous travel and car culture decades and continues as a symbol of Colfax Avenue's status in mid-20th century America.

In looking at its date of construction and its location, the Riviera neon sign is a distinct link to a significant period in Aurora's development and remarkable growth in the mid-20th century. The sign is two blocks east of the county line between Aurora and Denver and serves as a stellar ambassador to the eastern metropolis.

Criterion 3:

[X] 3. *The Property (District) Embodies Distinguishing Characteristics of an Architectural Type Inherently Valuable to the Study of a Period, Style, Method of Construction, or Indigenous Materials or Craftsmanship.*

Googie 1960

The Riviera Motel, Restaurant and Lounge signs at 9150 East Colfax Avenue embody the Googie style of architecture which dominated the commercial car-centered culture of post-war America. The sign exhibits the exuberant stylistic characteristics of late-Modern commercial architecture, a response to the automobile's dominance since its introduction at the beginning of the twentieth century. The siting, scale, and image of the sign exemplify the roadside architecture that peaked in the 1950s along boulevards and commercial strips, especially among service stations, restaurants, and motels. Just as railroad terminals came to define transportation architecture over the previous 100 years, Googie and late-Modern commercialism defined the architecture of the mid-century automobile roadside architecture (Hess 24).

The audacity of this architecture illustrates the pervasive cultural sense of limitless possibility. Working-class Americans had access to abundant consumer goods and the alluring potential of interstate travel. The idea of dining out, which had only recently become more democratized, spread from the coasts. The programmatic architecture of early food purveyors and the drive-ins of early car culture gave way to the eye-catching buildings on the Colfax corridor (Hess). The avenue, once populated with motor courts, experienced the shift towards professionally designed motels. Newspaper advertisements lauded the Riviera as a 'showplace of Western Motels' ("Advertisement").

Advances in material sciences and a nationwide mentality of experimentation accelerated the construction of Googie/late Modern commercial buildings. As Douglas Haskell points out in his 1952 Home+House article, *Googie Architecture*, that is widely credited with coining the term Googie, "Sometimes fantastically good ideas result from uninhibited experiment. Googie accustoms the people to expect strangeness and makes them readier for those strange things yet to come which will truly make good sense. Googie architecture can prepare the ground for sensible strangeness yet to come" (Haskell 87-88).

According to Haskell, Googie has three tenets (Haskell 87). First, gravity must be taken lightly and, if at all possible, ignored. Buildings must appear to hang from the sky. Nothing should appear to rest on anything else, least of all the earth. Second, the buildings can look organic but geometrically abstract. Lastly, pluralism is preferable in all matters. Inclusion, not minimalism, is the rule. This mantra extends to all facets of the project including materials (Hess 68). As Haskell asks, "Why throw coal into the furnace? Why not build with it? Why not build with string? Why not build with

anything?" (Haskell 88) The wide-eyed optimism and fearless experimentation definitive of the Googie style are dominant characteristics of the Riviera Motel sign at 9150 East Colfax Avenue.

The Riviera Motel retains four of its historic signs. The restaurant's integrated rooftop sign reading "Riviera Motel" is the only remaining character-defining sign. The "Shiloh's," and "BAR" signs are later additions. Four other signs, excluding the 1954 original, appeared on the premises but were removed long ago. Those signs were: "Best Western," "Sorry Full," "OFFICE," and "BUDGET HOST." Parts of the 1954 original sign were repurposed into the rooftop sign. (Photos 16-23)

Built in 1954, the Riviera Motel originally had a low, modified Type "C" DFH sign recessed from the street and showcased a dynamic pole system mounted in a landscaped, rising planter. A Googie-style sign, it exhibited the classic Googie traits of abstraction, gravity-defiance, and materialistic pluralism (Hess). The sign combined classic mid-century elements: neon-illuminated script lettering for the Riviera mounted on a non-symmetrical bowtie background, an outline block font for the double-stroke MOTEL attached to a wedged-shaped portion of the sign, an incandescent bulb-lit spear, and single-stroke text for KOSI Radio displayed on an artist's palette/amoeba shape. KOSI Radio had their offices and broadcast both in rooms 1 and 2 of the motel. (Photos 23-27)

Electrical Products Consolidated applied for the sign permit in 1954 with an estimated sign cost of \$1635. They applied for a second permit in 1956 to add 170 bulbs and a transformer. (Photos 28-29) Added before 1960, the "Sorry Full" sign proved to be frequently necessary.

Electrical Products Consolidated, EPCON, a merger of Electrical Products Corporation and Electrical Products Corporation of Colorado, was one of the first US manufacturers of neon signs working under the Claude neon patents. In 1928, they operated seven branches on the West Coast. Electrical Products Corporation of Colorado opened in Denver in 1927 (Denver White Pages 1926 – 1928). In 1928, they added a branch in Salt Lake City (The Claude Neon News 1, No. 1 May 1928). By 1954, at the time of the construction of the original Riviera sign, EPCON served as one of Colorado's most prominent sign shops. In 1958, EPCON and five other Denver sign shops, Denver Electrical and Neon Sign Corporation, Art Neon Company, Alden Sign Company, Gordon Neon, and Advance Neon Sign Company, unionized as members of the International Brotherhood of Electrical Workers, IBEW (Rocky Mountain News March 19, 1958).

As was common practice in that era, EPCON owned the signs and leased them to the motel owner. The lease included a maintenance contract. This arrangement continued with the addition of the restaurant in 1960. The motel and restaurant owners signed separate lease agreements.

In January of 1960, EPCON applied for a temporary sign permit. Then in March, EPCON applied for a sign permit with an estimated value of \$2000 (Photo 30). The proposed sign read Riviera Motel, Restaurant, and Lounge. It is a type "C" DFH with scintillating bulbs in the spear on a four-point flasher. Shop drawings from February

1960 show the sign consisting of five distinct elements mounted on five 6" poles integrated into the restaurant's interior wall, with the electric service chasing through one of the poles. The overall dimensions of the Riviera Motel sign, sections A and B, respectively, are 14' 0" x 7' 10" and 14' 6" x 2' 8". The sign stands 25' above the sidewalk and sits 5' back. Section A consists of the coral-painted spear-like cabinet with 124 scintillating bulbs on a four-point flasher. A three-point crown graphic is centered in the cabinet. The cabinet is repurposed from the original 1954 sign. The 2 ½" open channel Riviera script is designed with white faces and black returns on a corrugated black background (Freeman Signs Files). The R is 3'6" and the Riviera is 12". They are 18-millimeter (mm) turquoise single-tube neon with 300-milliamps (ma) high power factor (HPF) transformers. Section B comprises five 2' 10" black trapezoid cabinets, one mounted to each of the poles. Each cabinet contains a 20" open channel letter with white faces and black returns. The letters spell out MOTEL in a block font. The letters TEL were repurposed from the original 1954 sign. The letters are illuminated by 18mm turquoise double-tube neon with 300 ma HPF transformers. (Note: 18mm with 300ma has rarely been used in the last 50 years. This configuration creates a bright sign with a higher power draw and shorter tube life. The EPCON lease included a retubing of the sign every five years.) This sign cost was estimated at \$4554.29, \$470,000 in today's dollars, with a monthly lease payment of \$159.25, \$1662 in 2024, which included a monthly maintenance contract of \$43.15, \$450 in 2024 (Freeman Signs Files). (Photo 31)

EPCON and other leasing sign companies anticipated the depreciation of the signs over a five-year period. After the term of the lease, signs could be refreshed, redesigned or replaced. Changing styles and aesthetic preferences often limited the longevity of signs, embedding obsolescence. Sign companies adjusted the leasing fees according to the age of the sign and the projected maintenance.

Sections C and D of the Riviera sign consisted of 2 ½" open channel letters with white faces and seafoam green returns matching the color of the truncated ellipse cabinets. Mounted to the penetrating poles, the cabinets aligned at the street edge with the restaurant text above the lounge. 12" lowercase script with 18" ascending letters in the restaurant and 20" ascending and descending letters in the lounge brightened the cabinets. The "l" and "g" in the lounge extended beyond the edge of the cabinet. 300 ma single-tube clear red neon provided the coloration. The cost of this portion of the sign was \$1834, \$19,135 in 2024 (Freeman Signs Files). (Photos 32)

EPCON separated the signs into two distinct leases. Belora Investment Corporation, which had Anna Reed and Eugene Reed as board officers, held the Motel lease. The Triple S Corporation, with Tina Jean, Ethel, and Evelyn Shaner as officers and Eugene Reed as president, controlled the restaurant and lounge lease (Freeman Signs Files).

By the end of the lease in 1965, the restaurant and lounge contract owed significant back payments amounting to \$2427.60, (or \$25,300 in 2024) (Freeman Signs Files). Removal of the restaurant and lounge sign cabinets by 1979 resulted in repurposing them for single-faced fascia-mounted wall signs on the east and west rooflines of the restaurant building. (Photos 33-38) In 1970, the spear-like shape received thirty feet of 18mm turquoise outline border tubing and 52 more 20-watt

(Freeman Signs Files). In 1979, Gordon Neon bought the Belora Riviera lease from EPCON. (Photo 39)

Founded in Denver in 1904 by Harry Gordon, Gordon Sign Company, AKA Gordon Neon, added neon to its sign services in 1938. Harry passed the business on to his two sons, Eddie and Leonard, who further emphasized the neon aspect of their products and began the company's sign-lease program. Gordon Sign Company installed and maintained many of Denver's iconic signs throughout the latter part of the twentieth century. In 2012, private investors took over the company. When it closed in 2019, it was considered the oldest sign company in America (Gordon Sign Company Records).

Between 1985 and 1991, Eugene Reed tried to sell the Riviera Motel twice. Both sales fell through and he retained ownership of the motel, foreclosing on the sale both times. The lease on the sign became delinquent in those years, and the sign fell into disrepair. At the termination of each sale, Eugene Reed paid the delinquent balance and the sign received service (Freeman Signs Files).

Gerald Foos and his wife, Anita Marie Clark, purchased the motel in 1991. They immediately initiated plans to remove the sign and install a new monument-style sign. They hired Gordon Sign Company to draw up plans. (Photo 40) Between 1992 – 1994 the city of Aurora consistently denied the variances to complete the revised sign project. Had they been approved, the finished signage would look similar to what occurred at the Radiant Motel. (Photos 41-42) Between 1995 and 2012, the sign received regular service from the various owners who bought and sold the motel.

After the purchase of Gordon Sign Company in 2012, the outside investors and company management neglected the Riviera sign's servicing. Freeman Signs, a local company with over 65 years in the Denver area, took over the Riviera lease in 2019. The sign is currently maintained and lit. (Photo 43-44)

Throughout the sign's history, many prominent local neon tube benders worked on the glasswork: Morris K. Weseloh for EPCON; John Lewis, George Crigler, and George Block for Gordon Sign; and Seth Totten dba Acme Neon for Freeman Signs (Weseloh and Peters).

Criterion 4:

[X] 4. The Property (District) Is Representative as the Work of a Master Builder or Architect.

Richard Layton Crowther 1960

Born in 1910 in New Jersey, Richard Crowther completed his M.A. in Architecture at the Newark School of Fine Industrial Arts. His design career began in the advertising industry, where he worked extensively with the novel medium of neon lighting. His interest in neon, and lighting in general, wove a design thread throughout his long career (Anolin).

Crowther moved to Denver from Southern California in 1948. Shortly after his arrival, Ben Krasner, the new owner of Lakeside Amusement Park, hired him to modernize the park's outdated Edwardian look. Crowther recalled feeling “Mr. Krasner himself was very conservative, but he understood the amusement business and realized the park needed a new look” (Leuthner). Having come from California and an architectural community of free expression, Crowther created an Art Deco/Streamline Moderne design scheme for the park that used neon signs and neon accents to highlight the smooth curves of the buildings. (Photos 45-46) Individual ride ticket booths employed neon to delineate their sleek, smooth profiles. Crowther’s interest in lighting led him to open the Design Center at 299 Filmore Street in Cherry Creek in 1952. (Photo 47) The Center sold Crowther lamps and store fixtures with built-in lighting systems (Anolin).

Richard Crowther designed the Riviera Motel and its first sign in 1954. Electrical Products Consolidated, AKA EPCON or Zeon Signs, fabricated a low, pole-mounted sign next to the pool (“\$500,000 Aurora Motel Being Built”). In 1960, Crowther designed the restaurant and its integrated sky sign, which the same contractors completed (“Advertisement”). Crowther designed the buildings, the sign, the marketing materials, and the furnishings (Scholl). Around this time, Crowther designed a sister building, the Uptown Motel, in Rawlins, Wyoming. It has since been demolished. (Photos 48-53)

Crowther went on to design many iconic Denver buildings and signs, including Fashion Bar, Lilli Russell Dress Shop, Friend Furniture, King Soopers, the Copper Kitchen, White Spot Drive-in, Joslin’s, the Esquire Theater, and in 1961, the Cooper Cinerama, the most widely known of his designs (“Meet Richard Crowther! | Denver Public Library Special Collections and Archives”). (Photos 54-62)

Nationally known as an innovative and outspoken designer (Photos 63-64), later in his long career he focused on energy-efficient homes that reduced their reliance on fossil fuels. (Photo 65) Crowther practiced into his eighties. Richard Crowther died in 2006. Although many of the buildings and signs he designed have been destroyed, the Riviera complex and its iconic, picturesque sign remain the most extensive and intact example of his work.

Criterion 6:

[X] 6. The District Consists of a Definite Area That, Due To Its Unique Location or Singular Characteristics, Represents Established and Familiar Visual Features of the Neighborhood, Community, or City

The Riviera Motel, Restaurant and Lounge Neon Sign 1960

On a trip to Los Angeles in 1947, French writer Simone de Beauvoir commented on the unique character of the boulevards brimming with commercial architecture and stated that the buildings embodied “poetry as fantastic as in a baroque church: man has taken raw matter in the toils of his desire and has asserted over it the power of imagination” (Hess 25).

In the early part of the twentieth century, Colfax Avenue, the gateway to the Rockies, arose to dominate the commercial landscape with shops, restaurants, motels, and signs imbued with “the power of imagination.” America’s courtship with the automobile began to blossom into a full-fledged love affair but limited support for the adventurous motorist existed. For road-weary travelers west of the Mississippi, camping provided the most viable option. Railroad-centric hotels proved too expensive. By the 1930s and 1940s, cottage courts or tourist courts arrived as an affordable option to hotels and a more comfortable alternative to camping. The owners of these establishments, known as courtiers, often created a unique theme for their courts. This style of overnight accommodation peppered the Colfax Avenue byway. After World War II, the individual cottages of the motor court became consolidated under one roof, defined by the term motel, a mash-up of “motor hotel,” coined by the owner of the Milestone Mo-Tel in California (Wood).

The intoxicating concept of the motel saw post-war construction of motels triple, from 20,000 in 1940 to 60,000 in 1960 (“Motels | Encyclopedia.com”). Whereas motor courts were fashioned to resemble small villages centered around public lawns, washrooms, and facilities, evoking a sense of “rustic” or “ranch,” the new motels were designed with exuberance. Daring, flashy, and garish architecture accentuated by ascending rooflines and towering neon beacons dominated commercial strips, the bastions of unplanned creativity. Architects struggled for something new and neon, linked to the automobile since it first arrived in America at Earl Anthony’s Packard dealership in Los Angeles in 1923, surfaced as the eye-catching lure to the new motorist (DeLyser and Greenstein).

With its unmistakable cantilevered portico and towering neon sign, the Riviera Motel complex remains like a sentinel on East Colfax Avenue. It is recognized in the neighborhood and well-known in the metropolitan area and beyond. It is a remarkable example of Googie architecture and the automobile culture that was the impetus for that movement. The sign breathlessly exhibits each of the three tenets of the Googie style.

It is said that more people experienced Modern architecture through restaurants, coffee shops, and motels than ever visited a Walter Gropius or Mies van der Rohe building. These ordinary, mid-century commercial buildings, with advertising at the heart of their design, appealed to a wide audience. They are landmarks in communities and signal a shared experience, a desire to embrace the newness (Hess).

Between 1964 and 2012, the number of motels operating in America dropped from 61,000 to 16,000, and that number has certainly decreased even further over the last twelve years (Okrant). Motel neon signs accompanied those losses. The Riviera Motel complex and its majestic sign is one of those survivors. That fact alone might be reason enough for its recognizability, but coupled with the quality of design and workmanship, the Riviera remains an icon.

DRAFT

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PHOTO LOG

Number	Description	Source
0	Riviera Pen and Ink Sketch	Todd Matuszewicz
1	Riviera Shop Drawing	Freeman Signs Files
2	Sign Types	Freeman Signs Files
3	1939 Sanborn Fire Map	Denver Public Library
4	Post-1960 Sanborn Map	Aurora History Museum
5	1964 Aerial Map	Historic Aerials
6	Parcel Map	Aurora Municipal Records
7	1953 Thunderbird Motel permit	Aurora Municipal Records
8	Postcard of the Thunderbird Motel	Aurora History Museum
9	1953 Cottonwood Motel Permit	Aurora Municipal Records
10	Cottonwood Motel Sign	Save the Signs
11	Riviera Motel looking west from the pool 1955	Crowther Collection DPL
12	Enlarged portion of photo 11	Crowther Collection DPL
13	2024 photo of the Thunderbird Motel	Todd Matuszewicz
14	Post-1960 Riviera Postcard	Save the Signs
15	East Colfax Avenue looking west from	Instagram: History.Denver
16	East side of the restaurant, Shiloh's, ca. 1974	Freeman Files
17	West side of the restaurant, Shiloh's, ca. 1974	Freeman Files
18	Best Western Sign, non-extant	Freeman Files
19	Sorry Full Sign, non-extant	Freeman Files
20	Budget Hotel Sign, non-extant	Freeman Files
21	EPCON Cost Estimate (2-18-1960)	Freeman Files
22	Denver Motel Guide	Save the Signs
23	Enlarged portion from photo 22	Save the Signs
24	Aerial postcard of the Riviera Motel ca 1955	Save the Signs
25	Empire Magazine feature	Save the Signs
26	Enlarged portion from photo 25	Save the Signs
27	KOSI radio employees at the Riviera ca. 1955	Aurora History Museum
28	Riviera Motel and sign permit 1954	Aurora Municipal Records
29	Addition to the Riviera Motel sign 1956	Aurora Municipal Records
30	1960 permit for the Riviera Motel	Aurora Municipal Records
31	1960 EPCOM price computation for Riviera and Motel signs	Freeman Signs Files
32	1960 EPCON price computation for Riviera, Motel, Restaurant, and Lounge signs	Freeman Signs Files

33	Empire Magazine Full Page Advertisement	Save the Signs
34	Riviera travel guide ca 1960	Save the Signs
35	The enlarged portion of photo 34	Save the Signs
36	1960 lease, EPCON and Eugene Reed	Freeman Signs Files
37	1979 Riviera Motel sign	Save the Signs
38	1981 Riviera Motel sign	Save the Signs
39	1979 Sale of lease, EPCON to Gordon Neon	Freeman Signs Files
40	1991 Shop drawings for a new motel sign	Freeman Signs Files
41	Historic Radiant Motel sign	Aurora History Museum
42	2024 Radiant Motel sign	Todd Matuszewicz
43	2024 Riviera Motel sign, daytime	Todd Matuszewicz
44	2024 Riviera Motel sign, nighttime	Todd Matuszewicz
45	Lakeside Amusement Park	History Colorado
46	Lakeside Amusement Park	History Colorado
47	Newspaper article on the Design Center	Crowther Collection DPL
48	Riviera Motel Advertisement	Save the Signs
49	Riviera Motel Postcard pre-1960	Save the Signs
50	Riviera Marketing Material	Save the Signs
51	Riviera Motel Matchbook	Save the Signs
52	The Uptown Motel in Rawlins, WY.	Save the Signs
53	Interior of the Uptown Motel in Rawlins, WY.	Save the Signs
54	Lilli Russell, Crowther designed	History Colorado
55	Friend Furniture, Crowther designed	Save the Signs
56	The Ellis Drive-In, Crowther designed	Crowther Collection DPL
57	The Copper Kitchen, Crowther designed	Crowther Collection DPL
58	The Oasis Restaurant, Crowther designed	Crowther Collection DPL
59	Hebrew Educational Alliance	Crowther Collection DPL
60	Baur's Cherry Creek, Crowther designed	Crowther Collection DPL
61	Cherry Creek Stores, Crowther designed	Crowther Collection DPL
62	Jonas Brothers Furs, Crowther designed	Crowther Collection DPL
63	Opinion piece for the Denver Post	Crowther Collection DPL
64	Article on design	Crowther Collection DPL
65	Richard Crowther's Cherry Creek home	Historic Denver
66	The Riviera Motel at sunset	Save the Signs

PHOTOS

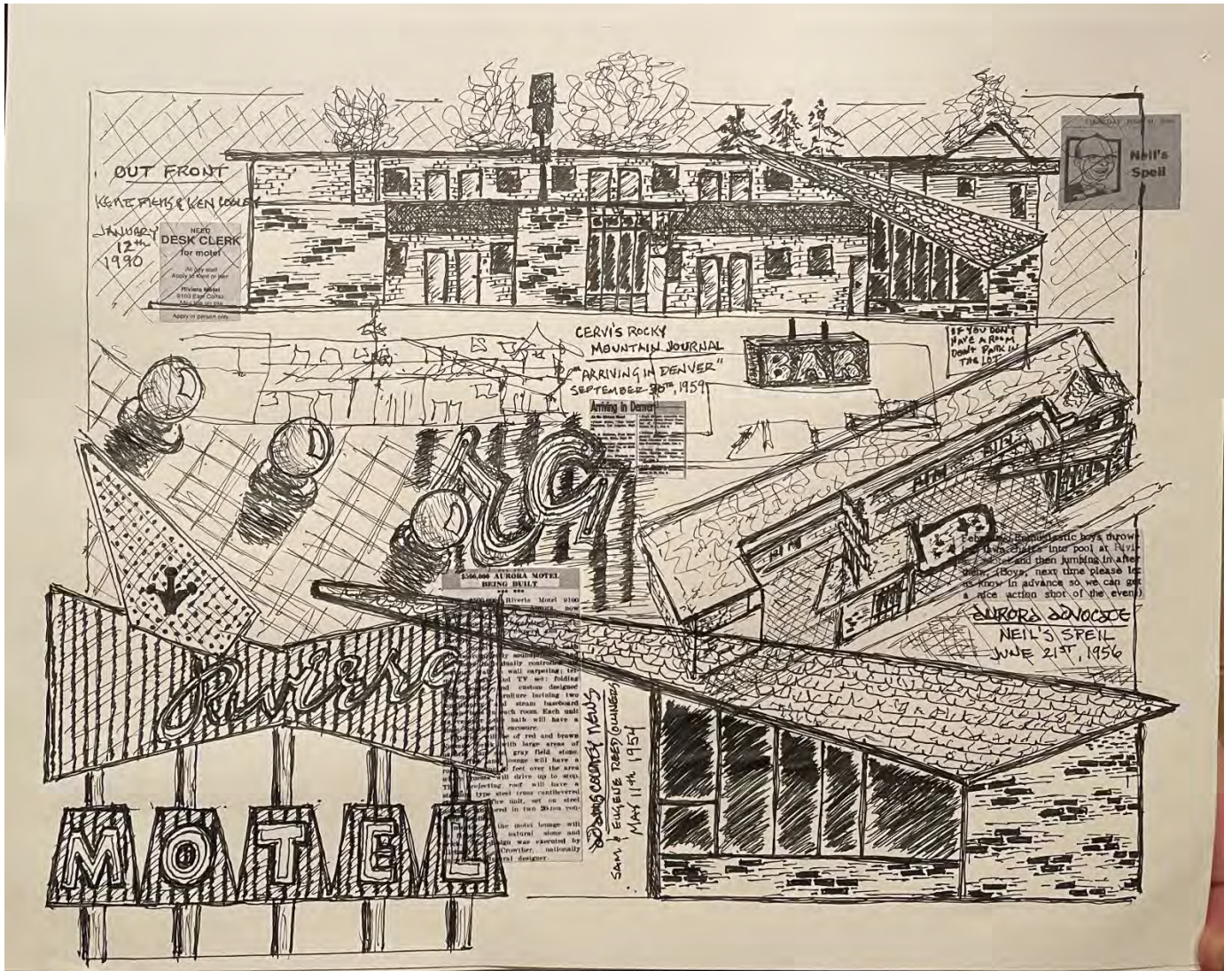


Photo 0 Pen and Ink Drawing of the Riviera Motel

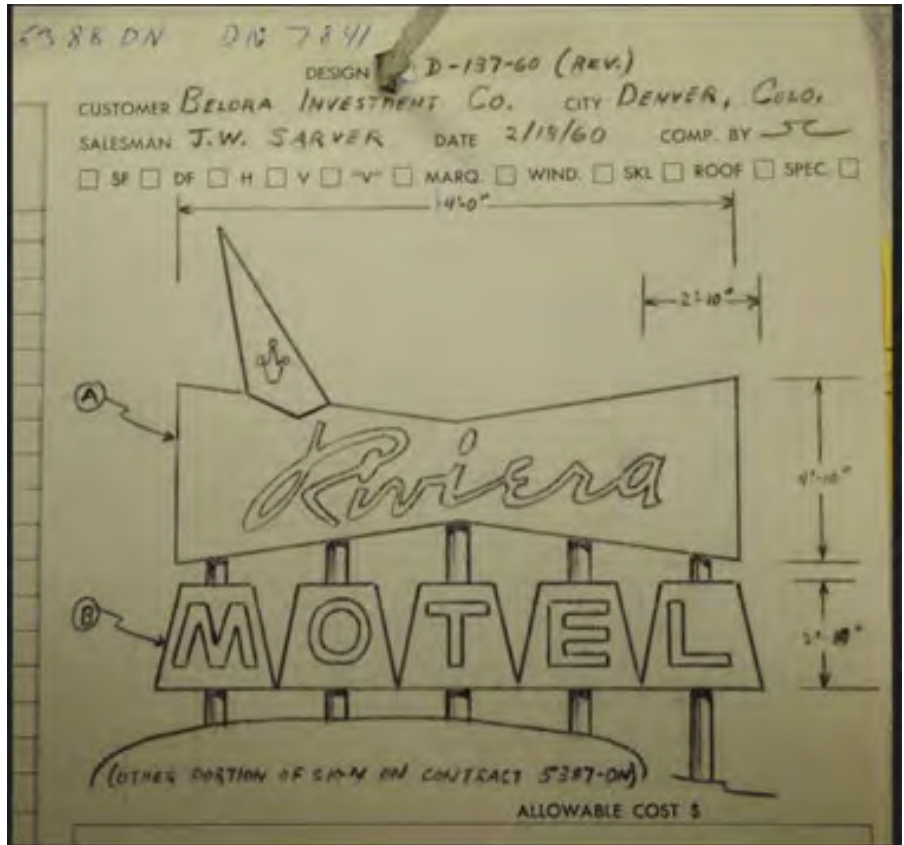


Photo 1: Riviera Shop Drawing

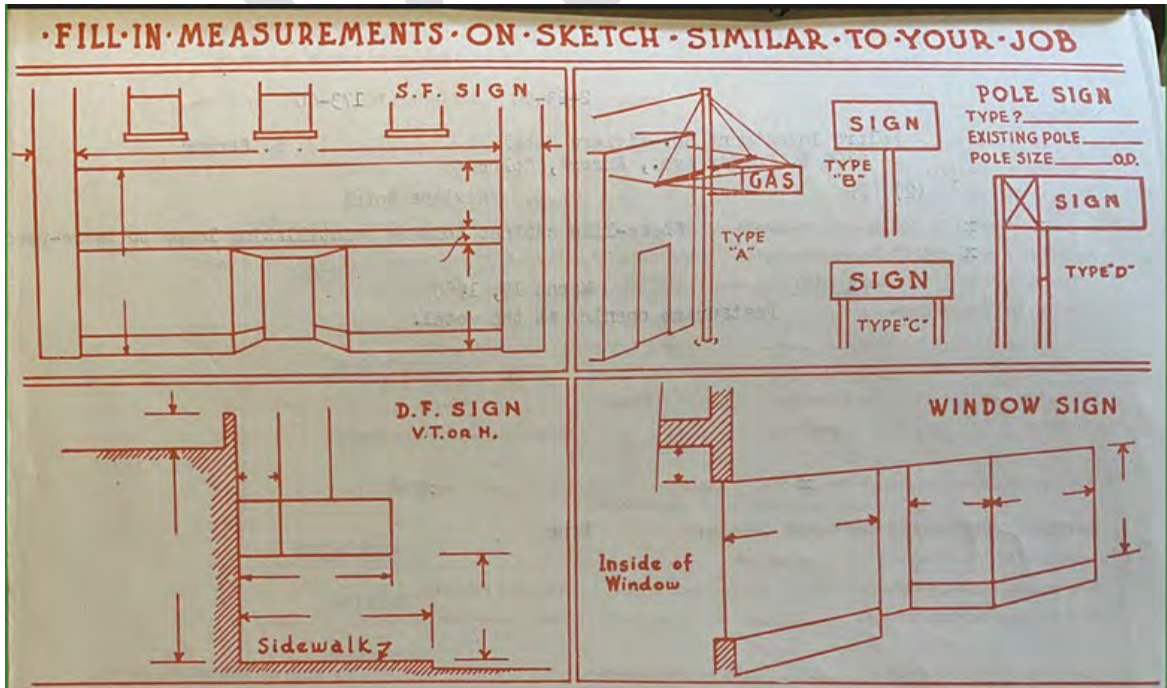


Photo 2: Sign Types

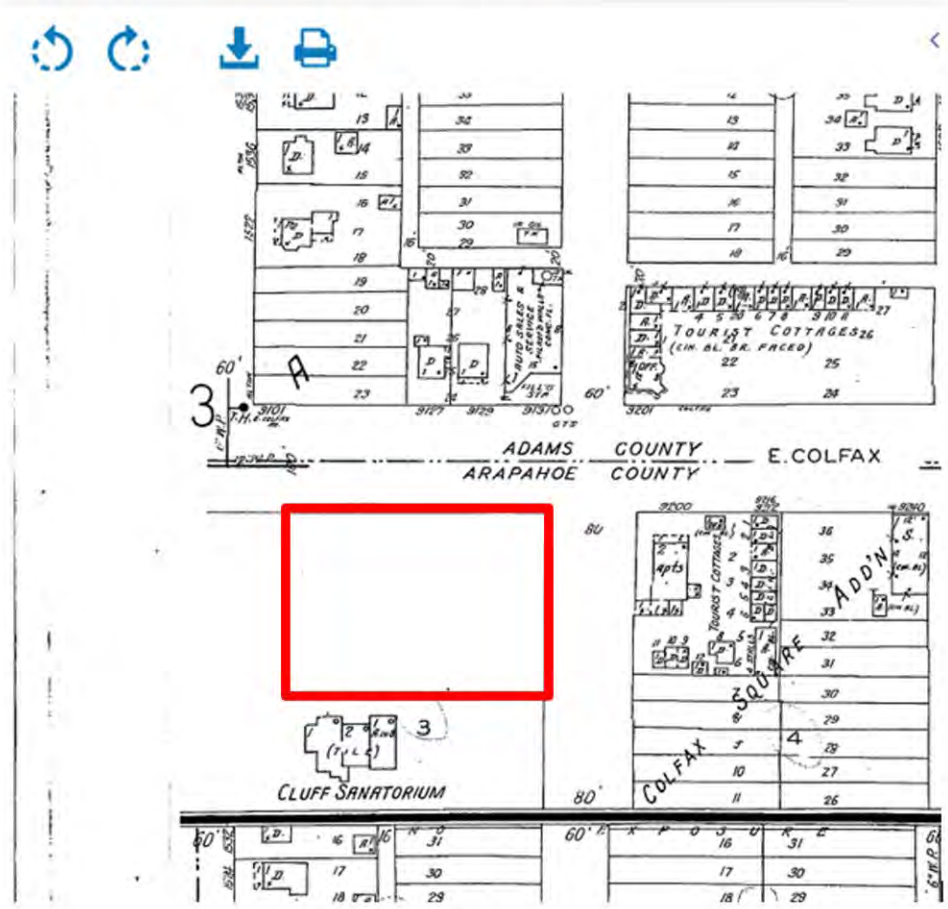


Photo 3: 1939 Sanborn Fire Map

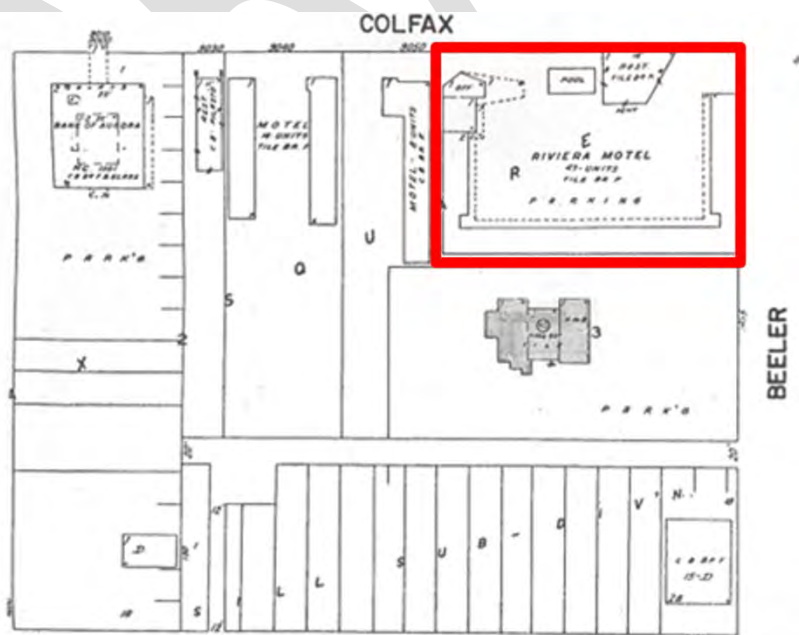


Photo 4: Post-1960 Sanborn Map



Photo 5: 1963 Historic Aerial Map

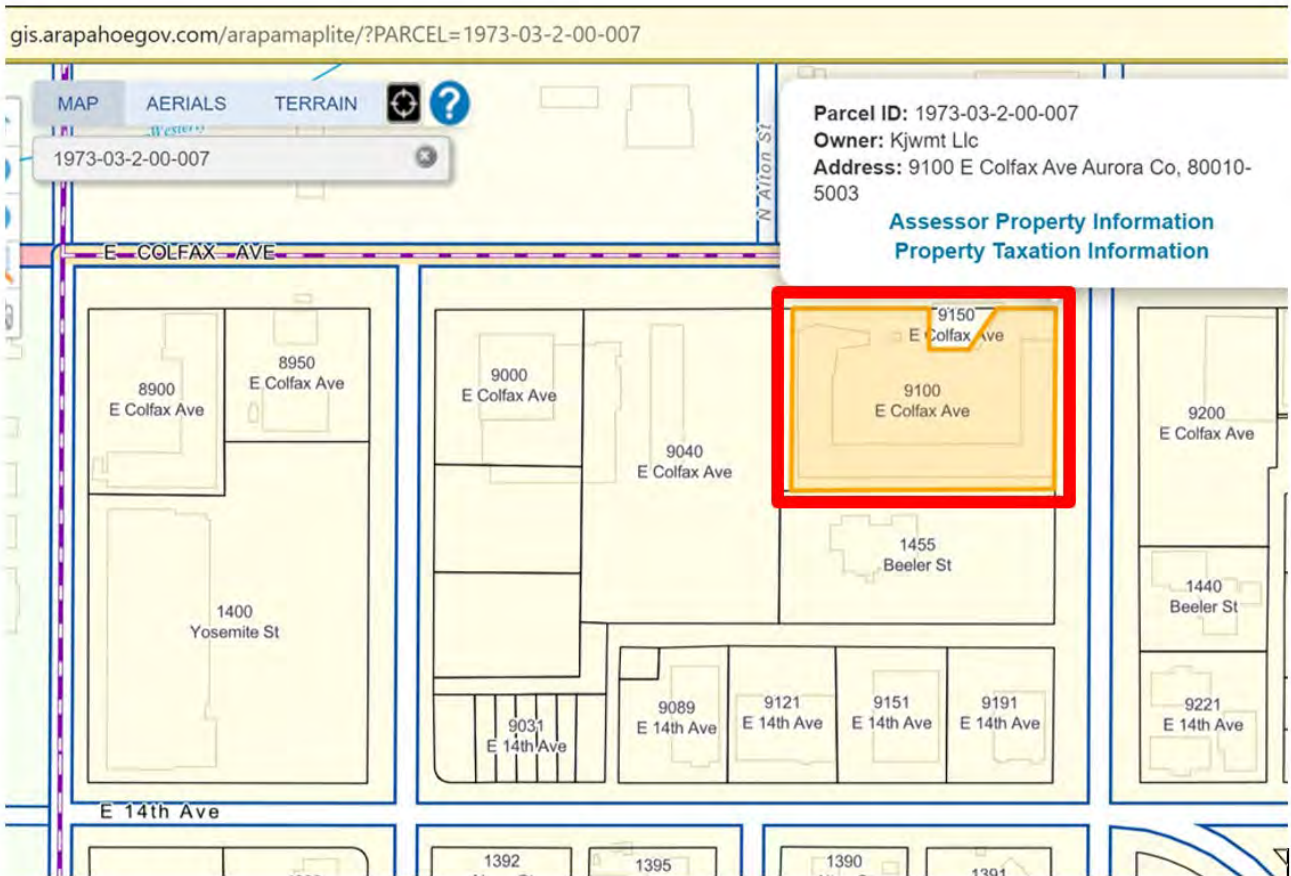


Photo 6: Parcel Map

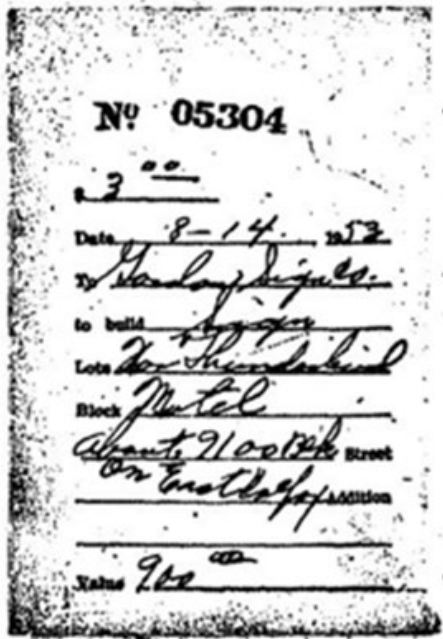


Photo 7

: 1953 Thunderbird Motel permit



Photo 8: Postcard of the Thunderbird Motel

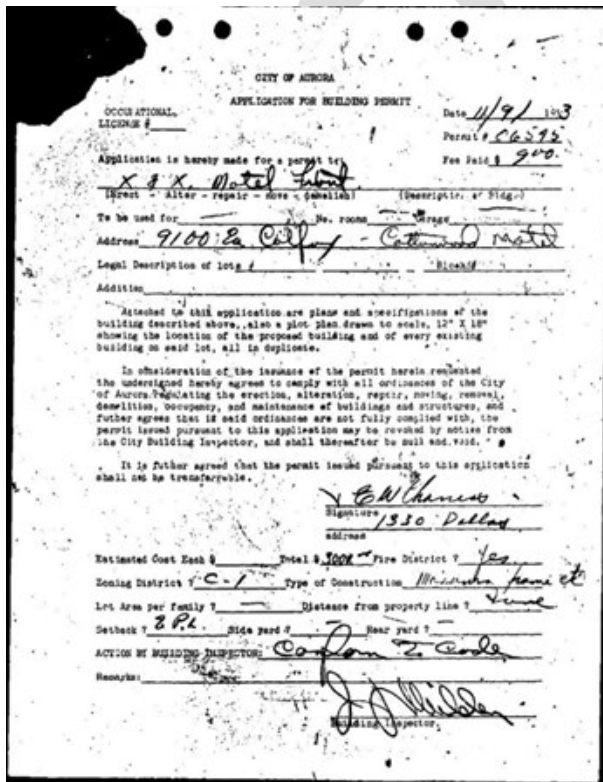


Photo 9: 1953 Cottonwood Motel Permit



Photo 10: Cottonwood Motel Sign



Photo 11: Riviera Motel looking west from the pool 1955



Photo 12: Enlarged portion of photo 11



Photo 13: 2024 photo of the Thunderbird Motel



Photo 14: Post-1960 Riviera Postcard



Photo 15 Instagram History. Denver looking west on Colfax Avenue from Alton Street (9100 East)



Photo 16: East side of the restaurant, Shiloh's, ca. 1974



Photo 17: North facade of the restaurant, Shiloh's, ca. 1974



Photo 18 Best Western Sign, non-extant ca 1970s



Photo 19 Sorry Full Sign, non-extant ca 1970s



Photo 20: Budget Hotel Sign, non-extant date unknown

<p>Remove flashing lamp area from sign in yard & Reinstall ON NEW display USE existing flasher & lamp sockets Remove COPY (TEL) metal letters & Reinstall on new display use existing trans for copy metal</p>		<p>ELECTRICAL PRODUCTS CONSOLIDATED FACTORY COST ESTIMATE</p> <p style="text-align: right;">Sketch No. <i>D-137-66 Rev</i></p> <p>Customer <i>P. M. R. 720791</i>..... Location <i>Garfield, Ohio</i>..... Salesman <i>SWANER</i>..... Est. By <i>Solmit</i>..... Date <i>2/18/60</i>..... SF..... DF..... Horiz..... Vert..... Length..... Width..... Porc..... Plastic.....</p> <hr/> <p style="text-align: center;">Sketch or Other Descriptive Data</p>	
Remove existing lamp area & Reinstall on new display	4 hrs at 580 =		23.90
Remove metal letters COPY (TEL) & Reinstall on new display	4 hrs at 580 =		23.90
13.4 new lamps in existing sockets Lamps & Labor			31.00
Beams on Roof			
1-12' W 5" Beam			34.48
1-12' W 12" Beam			74.40
1-20' W 12" Beam			124.00
INSTALL PITCH FOR BEAMS	34 hrs at 580 =		197.20
120' 6" Pipe			128.40
5/8" x 1/2" Plates Set Poles & Plates	40 hrs at 580 =		232.00
Welding poles in shop	8 hrs at 580 =		46.40
Welding at location			35.00
SR Charges to be trans to Contract			287.30
			<u>137563.18</u> = 2476.13

Note - This estimate is at cost. For computation of the selling price carry these figures onto Form 46, entitled "Price Computation." There is provision on that form for the segregation of non-neon items, if any.

Form No. 45A (10M Prompt 5-58)

Photo 21: EPCON Cost Estimate (2-18-1960)

DENVER MOTELS — East

This is it!
the "most talked about" motel in Denver!



The striking Riviera interiors feature full carpeting, custom built contemporary furniture, percale linens and the finest beds.



Here is truly one of the very finest new motels in the nation. It offers every luxurious convenience one could wish for.

Yes, everyone is talking about the heated, filtered swimming pool where you can enjoy a refreshing swim in sparkling pure water that is kept "just right" under the constant care of a competent pool supervisor.

They say that not an expense was spared in constructing this "architect's dream" motel. Special features include individually controlled steam heat and refrigerated air conditioning for exactly the right room temperature regardless of outside heat or cold. The ceramic tile bathrooms have glass enclosed tub and shower combination.

Each room has a telephone, free clock radio and a non-coin operated 21-inch television. You'll have 24-hour office and PBX service (including a house doctor), and there'll be such "extras" as baby cribs, individually packaged stationery and a handy "Guest-Pac" containing useful drugs and cosmetics.

AAA
A
S

Western
MOTEL

Swimming Pool

Tours Arranged No Pets, Please



Riviera MOTEL
"Denver's Smartest"

9100 E. Colfax on U. S. 40-36-287 Phone EMpire 6-2681

164

Photo 22: Denver Motel Guide ca 1954 -1960



Photo 23: Enlarged portion from photo 22

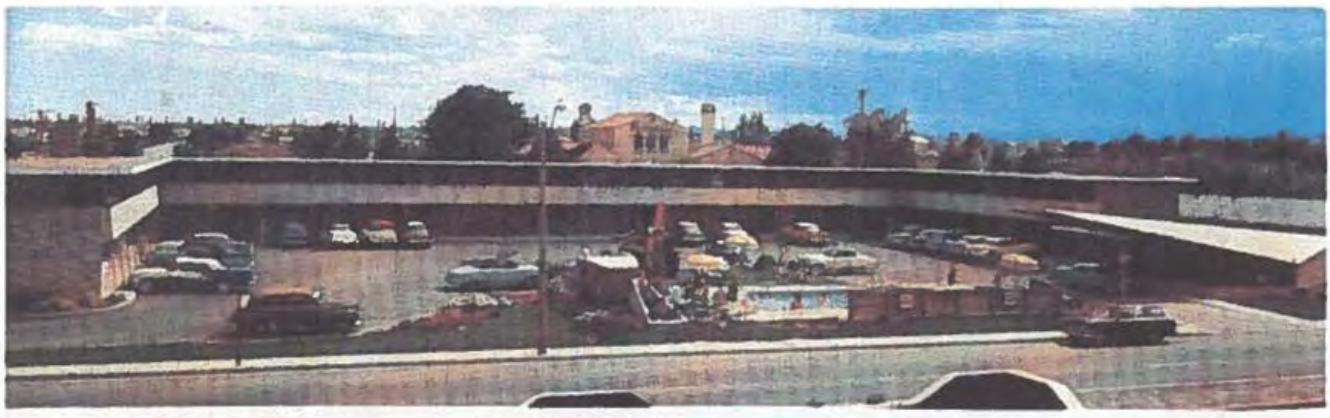


Photo 24: Postcard aerial view of the Riviera Motel ca 1955



Photo 25: Empire Magazine feature 1954 – 1960 Photo 26: Enlarged portion from photo 25



Photo 27: KOSI radio employees in the Riviera parking lot ca 1955

City of Aurora
Aurora, Colorado.

Occup Lic: 0005 APPLICATION FOR BUILDING PERMIT Date: 8/4/54
Permit # 65249
Fee Paid # 6

Application is hereby made for a permit to:

Sign
Erect Alter Repair Move Demolish Description of Building
to be used for adv. No. Rooms _____ Garage _____
Address: 9100 E. Colfax
Legal Description of lots 31-34 120'x30 Block 3
Addition or Sub-div Front of 110' of Colfax

Attached to this application are plans and specifications of the building described above; also a plot plan drawn to scale, 12" X 18" showing the location of the proposed building and of every existing building on said lot, all in duplicate.

In consideration of the issuance of the permit herein requested the undersigned hereby agree to comply with all the ordinances of the City of Aurora regulating the erection, alteration, repair, moving, removal, demolition, occupancy, and maintenance of building and structures, and further agree that if said ordinances are not fully complied with, the permit issued pursuant to this application may be revoked by notice from the City Building Inspector, and shall thereafter be null and void.

It is further agreed that the permit issued pursuant to this application shall not be transferable.

Electrical Products Co.
M. S. Morgan
Signature of Applicant

Address _____
Estimated Cost each 1625 Total Cost 1625 Fire District yes
Zoning District C-2 Type of Construction metal
Lot Area per Family _____ Sq. ft. Distance from property line _____ ft.
Set-back _____ feet side yard _____ feet Rear yard _____ feet
Action by Building Inspector _____
J. Hurdell
Building Inspector

No 8240

CITY OF AURORA
ELECTRICAL PERMIT

Date May 28, 56
Location of work 9100 E. Colfax
Owner Riviera Motel
Outlets _____ (10-43) Extra 10c ea. \$ _____
Fixtures _____ (1-25c) Extra 5c ea. \$ _____
Elec. Range _____ Metre _____ \$ _____
Motor _____ H. P. _____ \$ _____
Elec. Signs _____ No. Lights _____ \$ _____
Other (add to sign) _____ \$ _____
170 lamps _____ \$ 370
1 transformer _____ \$ 1.00
TOTAL 440.00
#287 Elec. Contractor Elect. Products Co.
Ready for Insp. _____
City Clerk _____

Photo 28: Riviera Motel and sign permit 1954

Photo 29: Riviera Motel sign addition 1956

Date Mar. 10 1960

No 2051

6.00

CITY OF AURORA COLORADO

Electrical Products is hereby granted
a permit to build Sign
Riviera Motel

Lots _____ Block _____ on 9100 E. Colfax Street,
Colfax St. Addition

This permit is issued with the express understanding that the above named party will comply with the requirements of all ordinances of the City of Aurora relative to building, the construction of sidewalks, and digging of ditches.

Value 2,000 _____
L. Burger
Building Inspector

Photo 30: Riviera Motel and Restaurant permit 1960

PRICE COMPUTATION										COL A	COL B	COL C					
MISCELLANEOUS										SALE LIST	MAINTENANCE	RENEWAL					
Survey 3	Photo 5	Permit 5	Misc. 5	Metal - Finish - Installation						100	100						
Design	Comp.	Inst. Year		Description	SP	F	DF	Material	Finish	Installation	RATE K	1.50	RATE K				
				REGD. K'S (2)				82.00	164.00	16.00	72.00	16.00	119.00				
				(1) 1/2" x 1/2" METAL (4'-0" x 1'-0")	R	52		6.27	327.00	.60	31.20	.70	46.80				
				(1) 1/2" x 1/2" METAL (1'-0" x 1'-0")	R	30		6.27	188.70	.60	18.00	.70	27.00				
				(1) 1/2" x 1/2" CUSTOMER'S SIGN (1'-0" x 1'-0")				4.00					36.00				
				CUSTOMER'S K'S (2)					47.00	94.00							
				(1) R (6'-0" x 1'-0")		24		6.46	155.04				1.30				
				(1) INVERTA (6'-0" x 1'-0")		34		7.38	250.92				1.84				
				(1) MO. (1'-0" x 1'-0") (BL-20")		19		5.96	111.34				1.03				
				(1) TEL. (1'-0" x 1'-0") (BL-20")		08		BY F.E.	.60	4.80	.70	7.20	.43				
				(1) LAMP AREA (EXIST)		5		BY F.E.	.60	3.00	.50	4.50	.95				
				TOTALS				1197.08		183.00		2.04	5.18				
				ILLUMINATION - ELECTRICAL													
				Description	SP	F	DF	P-E	P-A	Qty	Unit	Installation	RATE K	1.50	RATE K		
				TUBE K													
				(2) R (1'-0" x 1'-0" FL. 300)						18		83.50	2.4	3.60			
				(1) INVERTA (1'-0" x 1'-0" FL. 300)						21		15.51	2.4	5.04			
				(1) MOTEL (1'-0" x 1'-0" FL. 300) (EXIST TRAIL)						38		7.90	2.4	9.12			
				(1) MOTEL (10 INDIVIDUAL UNITS)						76		1.57	1.0	1.40			
				CUSTOMER'S SIGN													
				BARRY FULL (1'-0" x 1'-0" FL. 300)						14		BY F.E.	1.0	1.40			
				124 LAMPS									.05	6.20			
				Time Switch													
				Flasher (1) 4-PT. FLASHER						BY F.E.			2.00	2.00			
				TOTALS						113		7.5					
				NET CHARGES - MISCELLANEOUS													
				Plastic - Book Price (Attach Comp.) List 5	+ C.P.					%							
				Plastic - Factory Estimate (Attach Quote) Quantity 5	+ 1.4					%							
				Non-Neon (Attach Form) Cost 5	+ 1.13					%							
				Factory Estimate (Attach Comp.) Cost 5	+ 1.8					%							
				Travel and Care Expense						%							
				TOTALS													
				NOTE: ALL K'S BUT ONE ARE ON THIS COMPUTATION OF -													
				THEREIN THIS CONTRACT & CONTRACT 5387-04,													
				THE TABLES CORP.													
				DO NOT USE													
				TOTAL													

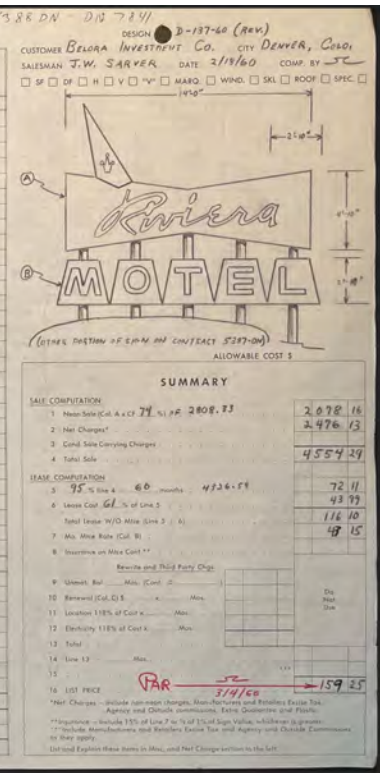


Photo 31: 1960 EPCOM price computation for Riviera Motel signs

PRICE COMPUTATION										COL A	COL B	COL C					
MISCELLANEOUS										SALE LIST	MAINTENANCE	RENEWAL					
Survey 3	Photo 5	Permit 5	Misc. 5	Metal - Finish - Installation						100.00	6 MONTHS						
Design	Comp.	Inst. Year		Description	SP	F	DF	Material	Finish	Installation	RATE K	1.00	RATE K				
				A-RE HOTEL 4'10" x 1'5"	R	32		5.06	278.72	.60	31.20	.50	46.80				
				B-RE HOTEL 3'5" x 1'5"	R	37		5.06	166.92	.60	18.60	.50	27.90				
				C-RE HOTEL 3'5" x 1'5"	R	34		7.04	239.36	.60	30.40	.50	30.40				
				D-RE HOTEL 3'5" x 1'5"	R	22		7.04	154.88	.60	13.20	.50	19.80				
				100.00 PLASTERING				47	7.00	329.00							
				100.00 FLEX PAINTING				47	4.68	219.96							
				100.00 FLEX PAINTING				43	5.24	225.32							
				100.00 FLEX PAINTING				1420	28.40								
				MOTEL RESTAURANT K						1/20		94.00					
				AL R 1'5" x 1'5" (FL. 300)	SE	34		6.46	155.04				1.30				
				AL R 1'5" x 1'5" (FL. 300)	SE	34		7.38	250.92				1.84				
				AL R 1'5" x 1'5" (FL. 300)	SE	34		7.38	250.92				1.84				
				AL R 1'5" x 1'5" (FL. 300)	SE	34		7.38	250.92				1.84				
				AL R 1'5" x 1'5" (FL. 300)	SE	38		7.38	280.44				2.05				
				TOTALS				2742.36		209.40		3.92	1.86				
				ILLUMINATION - ELECTRICAL													
				Description	SP	F	DF	P-E	P-A	Qty	Unit	Installation	RATE K	1.50	RATE K		
				TUBE K													
				(1) 300 MA (FL. 300)						35		15.51	2.4	8.40			
				(1) 300 MA (FL. 300) (EXIST)						42		7.90	2.4	10.08			
				(1) 300 MA (FL. 300)						36		24.45	1.0	3.24			
				(1) 300 MA (FL. 300)						26		27.45	1.0	3.24			
				(1) 300 MA (FL. 300)						84		1.57	1.0	1.40			
				(1) 300 MA (FL. 300)						14							
				100.00 LAMPS						124		BY F.E.	1.0	1.40			
				Time Switch													
				Flasher (1) 4-PT. (EXIST)						BY F.E.			2.00	2.00			
				TOTALS						3076		6.4					
				NET CHARGES - MISCELLANEOUS													
				Plastic - Book Price (Attach Comp.) List 5	+ C.P.					%							
				Plastic - Factory Estimate (Attach Quote) Quantity 5	+ 1.4					%							
				Non-Neon (Attach Form) Cost 5	+ 1.13					%							
				Factory Estimate (Attach Comp.) Cost 5	+ 1.8					%							
				Travel and Care Expense						%							
				TOTALS													
				NOTE: ALL K'S BUT ONE ARE ON THIS COMPUTATION OF -													
				THEREIN THIS CONTRACT & CONTRACT 5387-04,													
				THE TABLES CORP.													
				DO NOT USE													
				TOTAL													

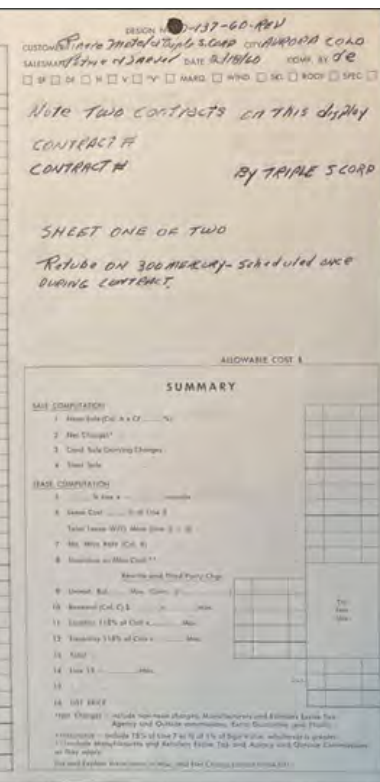


Photo 32: 1960 EPCOM price computation for Riviera, Motel, Restaurant, and Lounge signs

DENVER'S FABULOUS NEW RIVIERA MOTEL

Thanks to the many contractors and suppliers who have helped us fashion this showplace of Western Motels!

A. L. Cowher, Architect and Designer
303 Fifteenth St. L.A. 10

Model Lorna Besteron, Betty Meison, and Gerlie Stralace
courtesy of the Margonis Model Agency

General Contractor
1175 West Broadway St. L.A. 10

Interior Design
1175 West Broadway St. L.A. 10

Electrical Contractor
1175 West Broadway St. L.A. 10

Plumbing Contractor
1175 West Broadway St. L.A. 10

Painting Contractor
1175 West Broadway St. L.A. 10

Roofing Contractor
1175 West Broadway St. L.A. 10

Structural Steel Erection
1175 West Broadway St. L.A. 10

Excavation Contractor
1175 West Broadway St. L.A. 10

Foundation Contractor
1175 West Broadway St. L.A. 10

Concrete Contractor
1175 West Broadway St. L.A. 10

Asphalt Contractor
1175 West Broadway St. L.A. 10

Gravel Contractor
1175 West Broadway St. L.A. 10

Drainage Contractor
1175 West Broadway St. L.A. 10

Sanitary Sewer Contractor
1175 West Broadway St. L.A. 10

Storm Sewer Contractor
1175 West Broadway St. L.A. 10

Water Main Contractor
1175 West Broadway St. L.A. 10

Gas Main Contractor
1175 West Broadway St. L.A. 10

Telephone Contractor
1175 West Broadway St. L.A. 10

Electric Contractor
1175 West Broadway St. L.A. 10

Plumbing Contractor
1175 West Broadway St. L.A. 10

Painting Contractor
1175 West Broadway St. L.A. 10

Roofing Contractor
1175 West Broadway St. L.A. 10

Structural Steel Erection
1175 West Broadway St. L.A. 10

Excavation Contractor
1175 West Broadway St. L.A. 10

Foundation Contractor
1175 West Broadway St. L.A. 10

Concrete Contractor
1175 West Broadway St. L.A. 10

Asphalt Contractor
1175 West Broadway St. L.A. 10

Gravel Contractor
1175 West Broadway St. L.A. 10

Drainage Contractor
1175 West Broadway St. L.A. 10

Sanitary Sewer Contractor
1175 West Broadway St. L.A. 10

Storm Sewer Contractor
1175 West Broadway St. L.A. 10

Water Main Contractor
1175 West Broadway St. L.A. 10

Gas Main Contractor
1175 West Broadway St. L.A. 10

Telephone Contractor
1175 West Broadway St. L.A. 10

Electric Contractor
1175 West Broadway St. L.A. 10

For the first time...

We offer you all of the modern luxuries and conveniences you have always dreamed of finding in your travels... **AT NO EXTRA COST!** Here at the Riviera you'll find: Each room has its own heat control; also individually controlled, refrigerated air conditioning. Beautiful 21" television in each room. Room service is at the tip of your fingers as well as 24-hour phone service. Now, here's the climax of your stay here at the Riviera: Our own private, heated and filtered swimming pool. Only minutes from downtown Denver, less than an hour from the mountains.

P. S.—While you're here don't miss seeing KOSI, Denver's newest Radio Station.

Meet MR. and MRS. MICHAEL J. LAMBERT, RIVIERA's special resident managers. Long in the motel business, they invite their many friends to stop in and see them on their next visit to Colorado.

Riviera Motel constructed and owned by SAM REED and SON, outstanding contractors in Denver for over 20 years.

Operated under the direct supervision of Renee Robinson—nationally known hotel owner and operator.

Thanks to the many contractors and suppliers who have helped us fashion this showplace of Western Motels!

Architect and Designer
303 Fifteenth St. L.A. 10

General Contractor
1175 West Broadway St. L.A. 10

Interior Design
1175 West Broadway St. L.A. 10

Electrical Contractor
1175 West Broadway St. L.A. 10

Plumbing Contractor
1175 West Broadway St. L.A. 10

Painting Contractor
1175 West Broadway St. L.A. 10

Roofing Contractor
1175 West Broadway St. L.A. 10

Structural Steel Erection
1175 West Broadway St. L.A. 10

Excavation Contractor
1175 West Broadway St. L.A. 10

Foundation Contractor
1175 West Broadway St. L.A. 10

Concrete Contractor
1175 West Broadway St. L.A. 10

Asphalt Contractor
1175 West Broadway St. L.A. 10

Gravel Contractor
1175 West Broadway St. L.A. 10

Drainage Contractor
1175 West Broadway St. L.A. 10

Sanitary Sewer Contractor
1175 West Broadway St. L.A. 10

Storm Sewer Contractor
1175 West Broadway St. L.A. 10

Water Main Contractor
1175 West Broadway St. L.A. 10

Gas Main Contractor
1175 West Broadway St. L.A. 10

Telephone Contractor
1175 West Broadway St. L.A. 10

Electric Contractor
1175 West Broadway St. L.A. 10

9100 East. Colfax
on U. S. Highways 36 and 40

MOTEL

Phone—EMpire 6-2681

Photo 33: Full Page Advertisement from the Denver Post Empire Magazine ca 1954

Luxurious Comfort!



Here is truly one of the finest new motels — from the striking lobby to the beautiful newly completed restaurant and cocktail lounge — no detail has been spared to make your visit comfortable, relaxing and pleasant.

FREE 24 HOUR TRANSPORTATION TO AND FROM THE AIRPORT

JUST 5 FAST MINUTES AWAY

- Beautiful Heated Pool
- Individually Controlled Steam Heat and Refrigerated Air Conditioning
- Free 21" TV and Clock Radios
- 24 Hr. Office & PBX Service
- American Express & Hilton Carte Blanche Credit Cards Accepted

Riviera MOTEL

"DENVER'S SMARTEST"

9100 E. COLFAX ON U. S. 40-36-287 PH. EMpire 6-2681



Photo 34: Riviera travel guide ca 1960



Photo 35: Photo 34 enlarged

Advance Deposit \$892.50 Received 2/22/60

ELECTRICAL PRODUCTS CONSOLIDATED

THIS AGREEMENT executed this 17th day of FEBRUARY, 1960 between ELECTRICAL PRODUCTS CONSOLIDATED, a Washington corporation, Owner, and the undersigned, User,

WITNESSETH:

A. Owner agrees to construct, install and maintain, at its own cost, TWO EPCON ZEON DISPLAYS

hereinafter called the "Display," in conformity with the specifications and conditions set forth herein. For this construction, installation, maintenance and for the right and license to use said display, User agrees to pay the sum of \$ 175⁰⁰ per month, in advance, for 60 consecutive calendar months commencing on the first day of the month immediately following the installation of the display, plus a proportionate monthly charge for the first partial month following date of installation. User further agrees to pay the sum of \$ 875⁰⁰ upon signing this agreement as advance payment of rent for the last FIVE months of the term hereof.

B. **MAINTENANCE:** Owner, at its expense, agrees to maintain and service the display, including in such service cleaning, repainting, and all necessary repairs. If the display fails to operate for any reason except through fault of the User or his agents, upon written notice to the Owner the Owner shall repair the display within three days. If the Owner fails to do so, the User shall receive a credit of the pro rata monthly rental for each hour the display fails to operate in whole or in part in excess of said three-day period, but shall be entitled to no other claim, remedy or damages on account thereof. There shall be no obligation on the Owner to service or repair the display in the absence of written notice from the User of the failure of the display to operate.

C. **SALESMEN CANNOT ALTER THIS AGREEMENT:** The sales representative is acting as a special agent, and all representations and all agreements not herein set forth are deemed waived. This lease shall not be binding upon the Owner until executed by an executive officer of the Owner.

D. **TERMS, CONDITIONS AND SPECIFICATIONS:** Owner agrees to furnish and maintain said display as provided for above subject to the terms, conditions and specifications hereinafter provided.

ELECTRICAL PRODUCTS CONSOLIDATED

Owner

By V. W. SARVER
(Salesman)

User BECON INVESTMENT CO.
Individual Partnership Corporation

Accepted by [Signature]

By Eugene Reed

Date MAR 10 1960 Title Vice President

Title Pres. Trust

For value received, the undersigned jointly and severally hereby guarantee prompt payment of all monies accruing under the above agreement at the times and for the periods therein, and also guarantee the performance of the other undertakings by User, as described and set forth in manner and form provided.

Dated _____

Contract No. 5388 DN



Photo 36: 1960 lease agreement between EPCON and Eugene Reed



Photo 37: 1979 Riviera Motel sign (8-15-79)



Photo 38: Riviera Motel Sign, ca. 1981

24812

BILL OF SALE

EPCON, INC., of the City of Seattle, County of King, State of Washington, does grant, bargain, sell, and deliver unto Gordon Neon the following described personal property now located at 9100 E. Colfax Ave. in Aurora and State of Colorado to-wit:

Lease # R 0668 DN

Belora Investment Co.

Sale of an Epcon display formerly leased under contract #8597

as now existing and installed. Contract expired 2-28-79

Date 3-1-79

EPCON, INC.

By Am Power

Photo 39: 1979 Sale of lease from EPCON to Gordon Neon

NO VACANCY

□ DISPLAY □ IZ ILLUMINATOR

WHITE PLEX BRICKS
 3/4" x 2 1/2" TEAL VINYL BRICKS
 3/4" x 2 1/2" VIVID ROSE VINYL BRICKS
 1/2" WHITE GIPPY
 3/4" x 2 1/2" VIVID ROSE VINYL BRICKS
 1/2" WHITE GIPPY
 1/2" x 1/2" x 1/2" OFF WHITE RETRA-MATE
 TEXTURE FINISH OFF WHITE RETRA-MATE
 1/2" x 1/2" x 1/2" OFF WHITE RETRA-MATE
 1/2" x 1/2" x 1/2" OFF WHITE RETRA-MATE
 1/2" x 1/2" x 1/2" OFF WHITE RETRA-MATE
 FACE REVEAL W/ 2 1/2" TEAL VINYL
 TEXTURE FINISH OFF WHITE RETRA-MATE
 1/2" x 1/2" x 1/2" OFF WHITE RETRA-MATE
 CLEAR PLEX PANEL
 POLISHED WHITE BRICKS FT. MATTE BLACK
 VACANCY 6" WHITE GIPPY 1/2" SQUARE
 1/2" x 1/2" x 1/2" OFF WHITE
 (ON MESSAGE SWITCH)
 PLANTER BY OTHER

CABINETS	S.F.	S.F.	FACES	INSTALL	LETTERS	ILLUM.	NON-ILLUM.	INSTALL	ELECT.	SPECIAL
OTHER			PLEXIGLAS	FLUSH	PAN CHARN		FORMED PLEX	FLUSH MOUNT	120V	
SHEET METAL			PLEX-Y-BERGLAS	PROJECTING	REVERSE PAN CHARN		FABRICATED PLEX	FACE OUT	175V	
SHEET ALUMINUM			SHEET METAL	ROOF	SET-A-EDGE		CAST PLASTIC	REMOV.	AMPS	
ETCHED ALUMINUM			ALUMINUM	ANCHOR BOLT	CHARN COLESLC		YIELD	REMOV. TO ROCK	CIRCUITS	
TYP			SILICOBRN	TYPE	CAST ALUMINUM		SPRINKLED	REMOV. TO ROCK		
SHEET VINYL BALATAIN			FLUORON	ANCHOR BOLT	CAST BRONZE		TRAT TRANSFER	REMOV.	WIRE SIZE - 180L	
FLUORON			TYPE	SON	OUT-OUT ALUMINUM		SPRAY PAINTED	WOOD	SOUL TIME	
LAMP FACEMNT			ROOF	BLACKTOP	EMERSON POWER		CONCRETE	WOOD	SOUL TIME	
OTHER			CONCRETE	CONCRETE	SUT-OUT PLEX		OTHER	PLUGG. DRYBALL	OTHER	

Gordon Sign Company
 RIVIERA MOTEL 9100 E. COLFAX
 AURORA CO. 80012
 24812

Photo 40: 1991 Shop drawings for a new motel sign



Photo 41: Historic Radiant Motel sign ca 1970s



Photo 42: 2024 Radiant Motel sign



Photo 43: 2024 Riviera Motel sign west side, daytime



Photo 44: 2024 Riviera Motel sign east side, nighttime



Photo 45: Lakeside Amusement Park, Richard Crowther designed



Photo 46: Lakeside Amusement Park, Richard Crowther designed

Lamps and Lighting

Stress on Good Design

By MILDRED McCLELLAN
MELVILLE

DENVER. — How to keep a business in the black with well-designed lamps, when the public appears to prefer the bad designs, would seem to be a problem, but Design Center, which opened last October, is doing well.

Why? And how?

First, the specialty firm, carrying contemporary furniture and lamps, has a price range in lamps ranging from \$15 to \$150—"But, whatever the price, each lamp is of good design," says Richard Crowther, architectural designer and owner of Design Center.

Second, the firm itself has a "different" exterior which attracts. **Main Asset.**

As the name of the firm and its owner's professional training imply, design is the important asset of lamps sold here. They are selected from the Marshall line for design. If good design is in a \$15 lamp, it has a place in Design Center's selection. If design is bad in Mr. Crowther's opinion, the lamp is rejected regardless of price appeal, or what he terms "conspicuous consumption" appeal.

Mr. Crowther selects only good design because he believes it a buyer's duty to educate customers to higher taste.

Design of 98 per cent of all lamps is from fair to poor, in the opinion of Mr. Crowther. This leaves 2 per cent of the lamp output in the group stressed by Design Center.

The firm's location is away from downtown, not in a shopping center, but near enough to be in the traffic path of it. Snob appeal here surmounts "conspicuous consumption," even to customers who know nothing about design, but are attracted to a business with a



BAD DESIGN VERBOTEN—Richard Crowther, architectural designer and owner of Design Center, Denver, seeks to educate his customer on good design rather than to sell lamps with "conspicuous consumption."

charming interior resembling a contemporary home rather than a merchandising firm.

Lamps are displayed in contemporary room settings. They are never advertised, other than by their visibility through floor-to-ceiling windows.

At first, Design Center used a selected mailing list from names of residents in the area, but this did not draw worthy of the cost.

What does draw, beside the attractiveness of the place, is referral. Referrals come through Mr. Crowther's architectural contacts and through a business in fixtures.

The lighting fixtures are eye-catchers suspended from the ceiling. Most of the fixture business is a contract business with offices, restaurants. Mr. Crowther estimates 75 per cent of this business is contract, 25 per cent retail.

The successful lighting fixture business probably relieves lamps from carrying the sales burden. But they sell, even though they are selected for design, not salability. Credit here must go to Mr. Crowther, Bob Tesch, general manager, and Sid Schetina, designer. They believe in good design and sell lamps on that appeal.

Mr. Crowther admits there are arguments as to what is good design. He defines it as "Any design which reveals some understanding of the basic elements of nature and life."

He also admits that customers associate items with nostalgia for the past, and this he takes into consideration concerning a customer's happiness with possession, but he feels, if a buyer can educate customers to know good design, they will be happy with that, too, and will associate Aunt Hetty's get warmth instead from remembering the motive of Aunt Hetty's giving.

Photo 47: Newspaper article on the Design Center (6-17-1957)



Photo 48: Riviera Motel Marketing Material, Richard Crowther designed



Photo 49: Pre-1960 Riviera Motel Postcard



Photo 50: Riviera Marketing Material, Richard Crowther designed



Photo 51: Riviera Motel Matchbook



Photo 52: The Uptown Motel in Rawlins, WY. Designed by Crowther, demolished.



Photo 53: Interior of the Uptown Motel in Rawlins, WY. Richard Crowther designed



Photo 54: Lilli Russell dress store, Richard Crowther designed

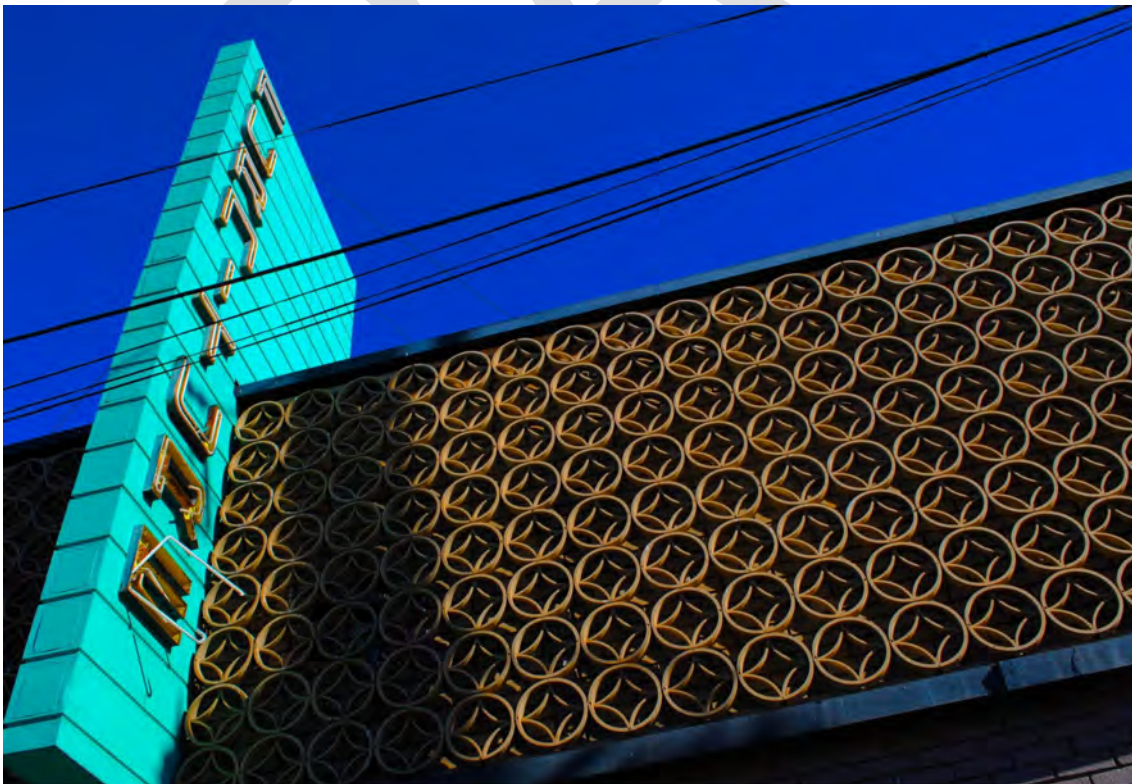


Photo 55: Friend Furniture store, Richard Crowther designed

GRAND OPENING

THURSDAY, JULY 7, 1955 THE JEFFERSON RECORD - 7

Of The Unusual and Entirely New

ELLIS DRIVE-IN

11196 West Colfax - Corner Colfax & Quail

FRIDAY
JULY
8
ALL DAY

Open 6 a.m. to 2 a.m.

Plenty of Free
Parking Space

THANKS
TO ALL

Especially the Tri-County residents for your highly appreciated patronage and for your kind tolerance with us getting started. We have put off our grand opening until now to enable us to serve you faster, more efficient service and quality food plus complete fountain service and delicious sandwiches. We make our own ice cream—thick malts a specialty. Thanks again, folks! Give us another try.



Lakewood's newest and finest drive-in. Equipped throughout with beautiful stainless steel equipment designed and decorated to complement fine contemporary architecture

FREE - Bubble Gum and Balloons for the Kiddies

OPENING DAY SPECIALS

FOOT-LONG HOT DOG

Served With Delicious
Home-made Chili and Chopped Onions

Reg. 35c - Special 25c

Giant, Rich, Thick

MALTED MILK Reg. 30c - Special 20c

The entire family will enjoy eating at this delightful Drive-In restaurant and they can select their orders from a complete menu of Quality Foods.

CURB
SERVICE

Also parking area for
dining room patrons

Room For All

THE
ELLIS SPECIAL
"50" SANDWICH

Tenderized steak on toasted bun, lettuce, tomato and French fries

50c

Drop in after the show or party for fountain refreshments and sandwiches

Richard L. Crowther

ARCHITECT
and
INTERIOR DESIGNER

200 Fillmore St.
Denver
Fl. 5-2301

ELECTRICAL INSTALLATION BY—

BELMONT
Electric Service

Complete Electrical Service

2476 W. Alameda

WE 5-0415

WE 4-8462

These Prices Good On Friday
Our Grand Opening Day ONLY

AL COHEN, BUILDER
General Contractor

SK 6-5468

Congratulations and Best Wishes

SCHRIBER DECORATING CO.

1066 8th St.

AL. 5-4817

WATERPROOFING, ROOFING and INSULATION

CYCLONE FENCING

UNITED MATERIALS

814 W. 14th

KE 4-3239

QUALITY
SPECIFICATION
CONCRETE

Supplied by

**JEFFERSON
TRANSIT-MIX**

4000 YOUNGFIELD

ASPHALT PAVING WORK BY—

**THE BRANNAN
SAND & GRAVEL CO.**

4800 Brighton Blvd.

KE 4-1231

Photo 56: Ellis Drive-In, Richard Crowther designed, demolished

*traditionally fine food
in contemporary surroundings*

NOW OPEN

Daily 6:30 a.m. to 12:30 a.m.



the
Copper Kitchen

**Located at 8591 West Colfax at Dover
In the Lakewood Shopping Center**

Come as You are . . .
... whether it be in "Round-the-Yard" clothes or evening clothes.
We Want Your Comfort Assured.

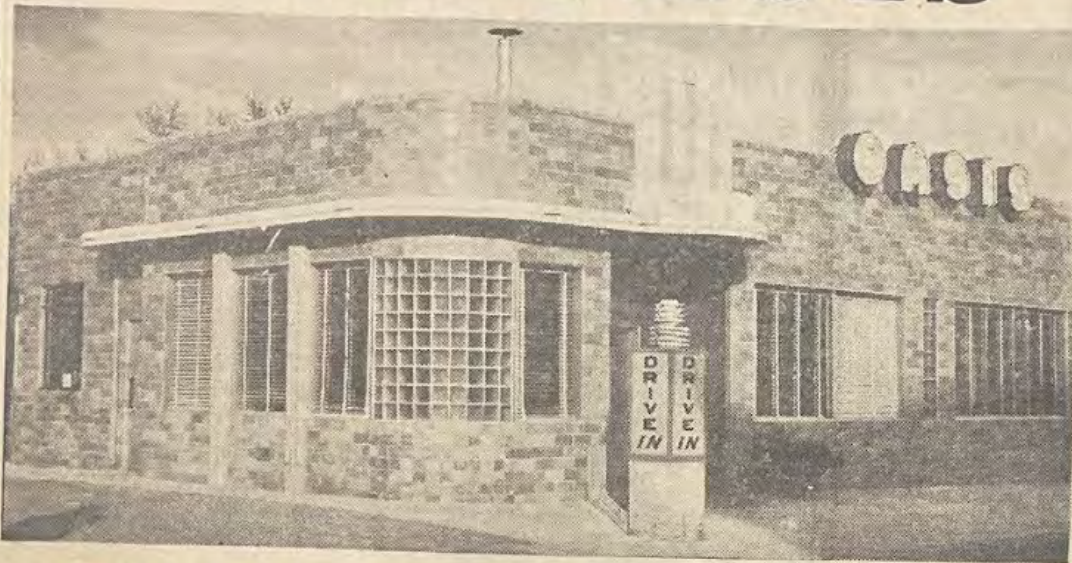
Plan right now to get your next meal at the COPPER KITCHEN. You'll find plenty of room for your self or a group, either in the COFFEE SHOP or DINING ROOM which has a total seating capacity of 175. The Contemporary design and furnishings will interest you immensely, whether you're eating Breakfast, a Luncheon special, or Dinner. And speaking of Dinners . . . you'll have to try one of our Genuine PIT PREPARED DINNERS Smacking with HICKORY, or APPLEWOOD flavor or maybe you'd rather have a choice Broiled Steak. Sounds good doesn't it? We have a special plate for the Kiddies too. And on your way home from shopping in the Center or from a cool evening's ride, drop in for a late snack. You'll find that our properly prepared food will be served to you promptly and courteously regardless of what time it is.

*See for Yourself The Top Quality Materials
and Fine Workmanship That are in the Copper Kitchen*

<p>FLOORING American Flooring Co. 260 Kalamazoo KE 4-7185</p> <p>DECORATING Schriber Decorating Co. 1066 8th St. AL 5-4817</p> <p>BUILDING MATERIALS Scatterday's Lumber Yard 9935 W. Colfax BE 3-2601</p> <p>PLUMBING, HEATING, SHEET METAL Kilpatrick Plumbing 8771 W. Colfax BE 1-5431</p> <p>ASPHALT PAVING Western Paving Construction Co. 5103 Washington St. MA 3-2293</p>	<p>HIFIDELITY MUSIC for your dining pleasure Midwest Music Co. 8400 W. Colfax BE 3-4216</p> <p>KITCHEN EQUIPMENT, SUPPLIES Glassware and custom built Silver Tri-State Supply Co. 1401 Wazoo AL 3-2996</p> <p>CONCRETE Jefferson Transit Mix 12nd and Youngfield HA 4-9013 AND PLACING AND FINISHING BY H. K. Collins, Cement Contractor Call Harrison 4-3121</p> <p>REFRIGERATION INSTALLATION Rockley Appliances and Music 8545 W. Colfax BE 8-1444</p>	<p>WHOLESALE MEATS Midwest Packing Co. 1531 15th St. AC 2-4607</p> <p>NEON SIGN Advance Neon Sign Co. 151 Broadway RA 2-0828</p> <p>ROOFING and WATERPROOFING Western Elastelite Roofing Co. 841 Equitable CH 4-0951</p> <p>PAPER PRODUCTS Western Paper Co. 1516 Market St. AL 5-5419</p>	<p>Congratulations to MR. AND MRS. COLLINS — from Millar Coffee Co. "The Choice of Master Chefs"</p> <p>AMERICAN STANDARD KITCHENS INSTALLED C. Burpo Plumbing Co. 1791 Miller St. BE 3-2394</p> <p>WIRING-FIXTURES INSTALLATION Baker Home Electric 11419 W. 28th HA 4-3076</p> <p>ARCHITECT AND INTERIOR DESIGNER Richard L. Crowther 269 Fillmore St. FL 5-2304</p>
---	--	--	--

Photo 57: Copper Kitchen, Richard Crowther designed

The OASIS



1729 East Colfax *East Colfax at Williams*

Invites You to Visit Their Beautifully Rebuilt

Drive-In Restaurant & Barbecue

Completely rebuilt and enlarged, new booths and fountain, the Oasis is now one of Denver's largest and most beautiful Drive-In Restaurant and Barbecue Shops. We extend a most cordial invitation to visit our new home.

FREE FLOWERS TO THE LADIES FRIDAY—CIGARS FOR THE MEN

Serving Our Famous

BARBECUED SPARE RIBS . . .
BARBECUED BEEF, PORK and HAM
Delicious Malted Milks and Frozen Malts
High Beer and Wine

PLENTY OF PARKING SPACE

These Firms and Individuals Offer Congratulations

Rushnevsky & Perlmutter
General Contractors

Booths by
Colo. Ref. & Fixture Co.

Plumbing by
BEN COOK

Richard L. Crowthers
Architect

Fountain by
Grauman Company

Heating by
Louis S. Fox

All Glass by
Gump Glass Co.
Lighting Fixtures by
Schockett Electrical
Supply Co.
Electrical Work by
Oehmler Electric Co.

Photo 58: The Oasis Restaurant, Richard Crowther designed, demolished

View of the New West in
Ceramic Veneer



Hebrew Educational Alliance—Denver, Colorado
 E. Floyd Redding, Architect
 Crowther & Marshall, Designers
 Perlmutter Const. Co., Builders

Contemporary architecture and Ceramic Veneer are an excellent combination . . . because the material achieves what the plans demand! . . . Flexibility is a factor . . . There is only one standard for Ceramic Veneer—the standard for quality. Aside from that, complete flexibility of form, line, size, shadings and color ranges is available.

Durability is a necessity. Ceramic Veneer has proved itself to be almost indestructible. Ease of upkeep is important. Ceramic Veneer washes clean with soap and water! And just as the demand for contemporary architecture is growing in the West . . . so is the demand for the precision product we supply to forward-looking architects.



DENVER TERRA COTTA COMPANY
 135 TEJON STREET, DENVER 19, COLORADO

Member Manufacturer, Architectural Terra Cotta Institute

July, 1954

N-9

Photo 59: Hebrew Educational Alliance, Richard Crowther designed



Photo 60: Baur's Cherry Creek, Richard Crowther designed

New Ideas Dominate Cherry Creek Center

By Helen McGuire

Denver shoppers will witness a new approach to merchandising when they visit several stores opening in the Cherry Creek Shopping Center this month and next.

Fontius Shoes, Priller's women's apparel shop, Bernie Haggard Florist and Komac Paint are four stores which will present an integrated exterior-interior design. The store arrangements, lighting, colors and displays have been designed to make the prospective customer want to buy the particular merchandise the store sells.

Richard L. Crowther is the designer and consulting architect for these stores.

The atmosphere of Fontius Shoes is described as "direct" and "casual."

Rather than view the merchandise displays from the outside of the store, as is customary with shoe stores, the customers will walk thru the inside, spacious show windows which will be lined with segregated shoe displays. Arrangement will encourage the customer to "browse around."

Custom Designed Lighting
Lighting will be custom designed and placed for each type of display and selling area.

Colors will be vermilion, turquoise, mustard-gold, white and olive-charcoal. Woods used will be cinnabar red stain mahogany.

Large neon signs, with the word "Fontius" predominating, on panels on the store front, will reach automobile traffic on E. First ave.

The Cherry Creek Fontius store will be the company's third Denver store besides its main store at Sixteenth and Welton sts. The company is one of Denver's oldest, established in 1893.

Atmosphere of Priller's will be spacious, informal and subdued to give emphasis to the merchandise. Quality lines will be featured, with great personal attention to the customer.

Color plan will be monochromatic, in tones of brown and citron with a few accents of coral. The wood will be mahogany with an antique finish.

Monochromatic Color Plan
Simple chandeliers, custom designed by Crowther, will give the store a warm light. Wall cases will be lighted to accent the merchandise.

The exterior sign will appear as a large calling card, easily seen from automobiles on E. First ave.

Owners of the store are Mr. and Mrs. Hugo Priller, newcomers to Denver.

The Bernie Haggard Florist shop will appear as an informal garden patio. Floor will be brick paver, partitions will be semi-hollow drain tile. Natural white filled pecky cypress woods will be used on interior and exterior walls.

Striking Flower Displays
Desire to buy flowers will be treated by flexible displays of unusual floral arrangements, which will be constantly changed.

The flexibility will be accomplished by a series of "modular panels" which can be placed prone, stacked or arranged to alter the appearance of the shop.

Exceedingly high plate glass windows will make the displays intimate to the mall.

Lighting will be provided by incandescent spot lights.

The sign will be incorporated into the design of an undulating ceiling grill work visible from the exterior.

The store owner is Bernie Haggard, who also owns and operates Rose Bowl Floral Shop.

The Komac Paint store will appear as an exhibition room, with a neutral color background and displays exhibited in their true color values.

Bold Use of Color
Lighting will be interchangeable in sections at the press of a button to simulate conditions of actual use.

Flexible displays will bring new ideas of color. They will be specifically designed to clarify the use of color in the home.

Signs will follow established trade-name types.

Kohler-McLester Paint Co. is the store owner.

Crowther is also the designer

"My garden was such a success this year," boasted a gentlemen farmer, "that my neighbor's chickens took first prize at the poultry show."

Stanley Plaza
HOTEL

1560 Sherman Denver

Special
Winter
Weekly
And
Monthly
Rates

MR. TATE
KE 4-8141



Bismarck
BILL BONSH'S DRIVE-INS
DENVER • LOS ANGELES

GUARANTEE—
Baur's Buffet
to be Denver's
finest dining
Tuesdays Thursdays Saturdays
at
Baur's Downtown
1512 Curtis



16th & Glenarm
Way Co. Downtown
1512 Curtis
Main 3-0151



NEWCOMERS TO DENVER



The Journal is glad to present this invaluable report of newcomers to Denver to its readers. Information is gathered from sources believed to be reliable, but this newspaper cannot guarantee complete accuracy.

Name _____ From _____ To _____
2790 Duhalpe

Photo 61: Cherry Creek Stores, Richard Crowther designed

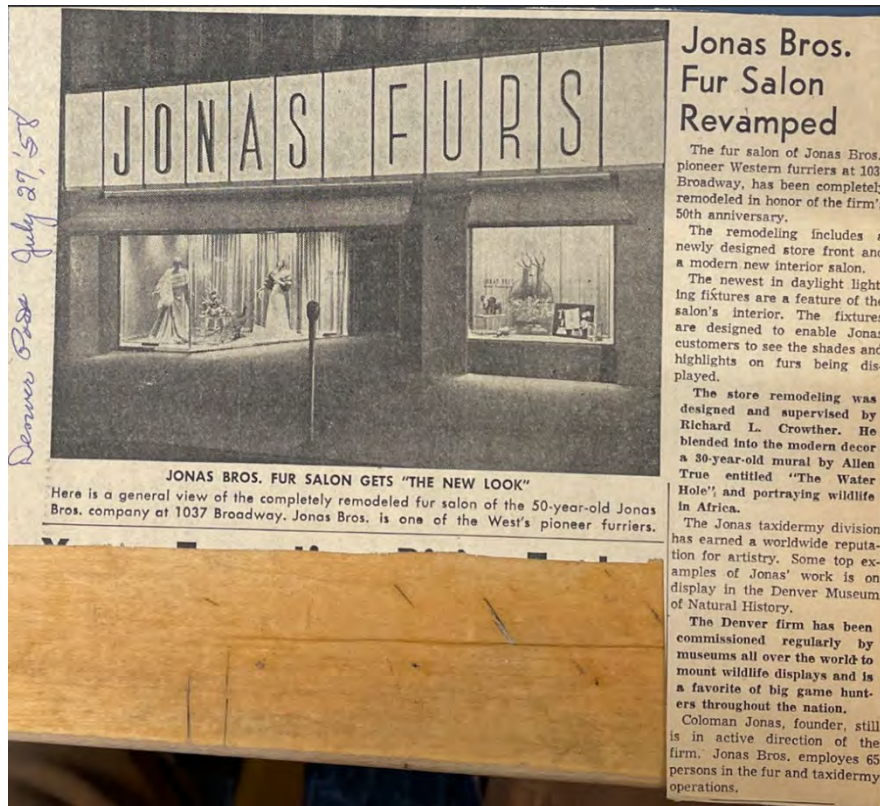


Photo 62: Jonas Brothers Furs Salon, Richard Crowther remodel

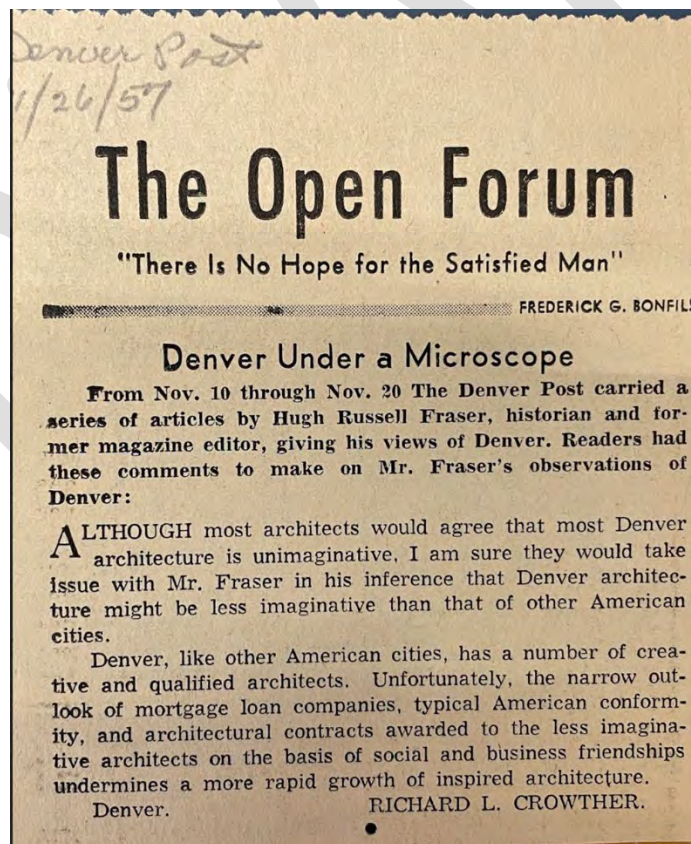


Photo 63: Opinion piece for the Denver Post (1-26-1957)

Principles of Restaurant Design

INDIVIDUALITY

by **Richard Crowther**
Architect and Interior Designer

Many operators in the restaurant field do not stop to sufficiently consider their particular position as to type and class of operation.

In traveling about the country with a detached but analytic view of restaurants in general, I have been impressed with the direct and consistent policies of the most successful operators, and the divided efforts and attitudes of the unsuccessful operators.

It is important that every business have a defined personality. Restaurants can be clean, sparkling and commercial. Restaurants can be relaxing and homelike. They can be steeped in tradition or daring in avant-gard styling.

Invariably, the restaurant is an expression of the owner or managing control personality. So as the owner might establish and define his own character, attitudes and desires, so does he establish the same qualities in his business. The important thing is that he impart a clear and undivided impression to the public.

No person should directly copy from any other person or he himself will lose his personality. The restaurant operator should study and learn from the other operator, but should only use and incorporate ideas into his own business that strengthen and contribute to the unique personality of his business.

A direct simple policy should be fol-



lowed. The guest dining and dining at your establishment wants to understand your intentions. A satisfied, unmystified guest will return.

Remember that you are judged in everything that you do. A complete unified idea should permeate your advertising, your menu, uniforms, sign-work, architectural style and interior decor. Your employees should be chosen to fit into this total concept.

In seeking the greatest financial return, the foregoing principles apply to every type of operation, whether it be a hamburger stand or an exclusive eating place.



Photo 65: Richard Crowther's Cherry Creek home, demolished 2024

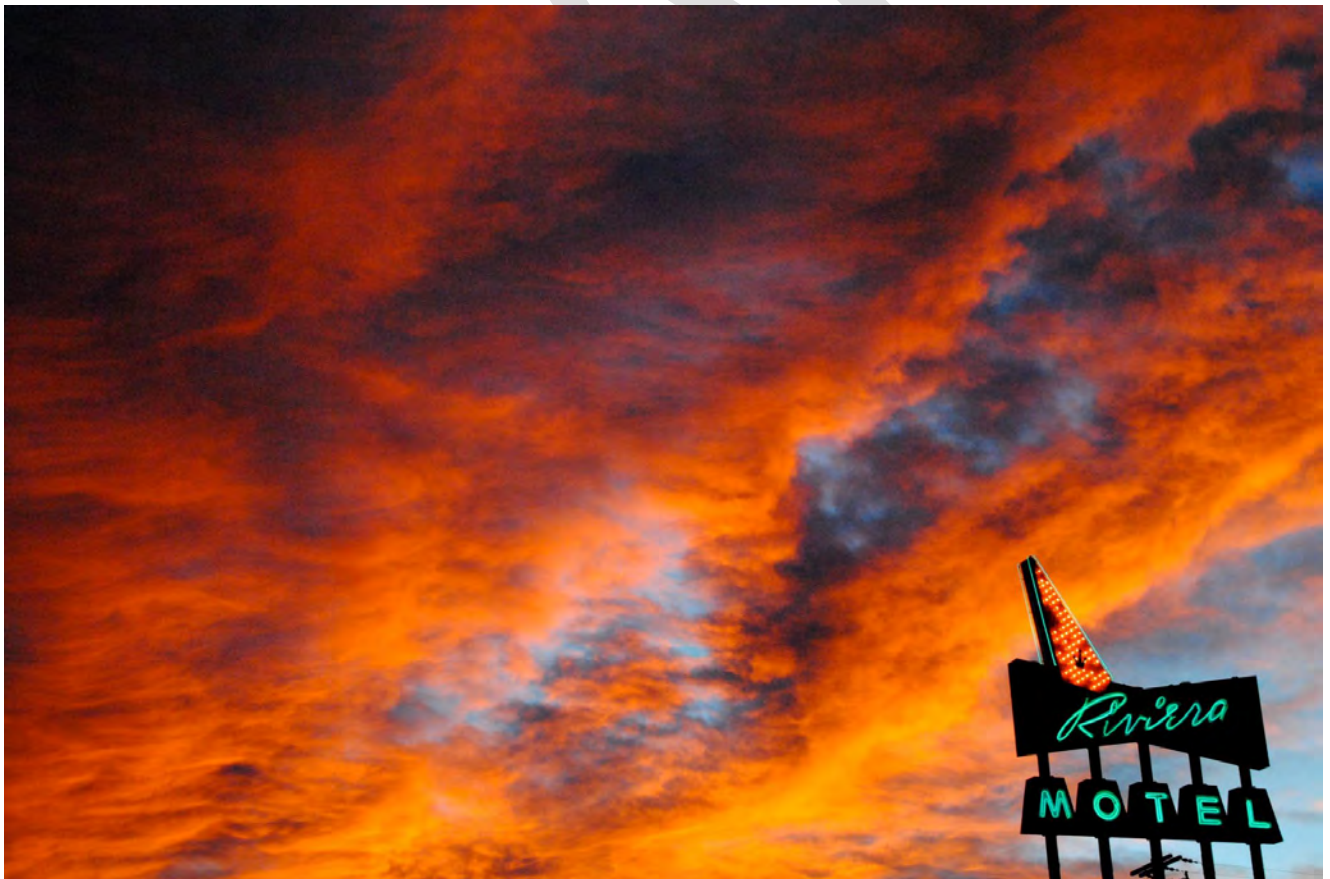


Photo 66: The Riviera Motel at sunset, west face



Library and Cultural Services
15051 E. Alameda Parkway
Aurora, Colorado 80012
303.739.6661

October 21, 2024

Riviera Motel
9100 E Colfax Avenue
Aurora, Colorado 80010

Dear Jen & Jason:

As you know from the email I sent you last week, the Riviera Motel Neon Sign located at 9150 E Colfax Avenue has been nominated for historic landmark status and is under consideration by the Aurora Historic Preservation Commission.

The sign was designed by prominent Denver architect Richard Crowther, installed in 1960, and is one of the few remaining neon motel signs along East Colfax in Aurora. It is a visual landmark along this busy urban street, once called “the wickedest street in America.”

A Public Hearing for the landmark nomination will be held at the Historic Preservation Commission meeting on Tuesday, November 12, 2024, at 6:00pm. The meeting is being held at the CDOT Regional Office, 18500 E Colfax Avenue (also known as the KOA Building at E Colfax Avenue and Tower Road).

An opportunity will be available for the public to speak in favor of, or against, the nomination of local landmark status for this neon sign. You are welcome to attend the meeting and see how the process works – we’d love to have you!

For additional information please contact:

Chris Geddes
Historic Preservation Specialist, City of Aurora
cgeddes@auroragov.org 303/739-6661

Regards,

Chris Geddes
Historic Preservation Specialist
Aurora History Museum & Historic Sites

SUSAN K. SHANER
57 Garfield Street Unit 102
Denver, Colorado 80206

August 27, 2024

Aurora Historic Preservation Commission
15051 E. Alameda Parkway
Aurora, CO 80012

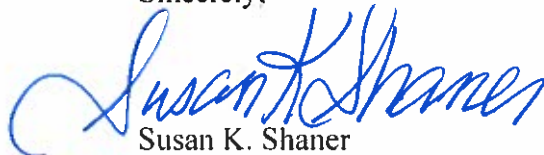
Dear Commissioners:

I am pleased to acknowledge your consideration in nominating The Riviera Motel's sign as an Aurora Historic Landmark. My family were owners of the restaurant connected to the motel in the '60's. I have many fond memories going to the restaurant to enjoy a meal as a young child.

The sign is unique because of its Art Deco design and has always enhanced the East Colfax corridor. To this day, I love driving by and seeing it.

Thank you again for your consideration of the Riviera Motel sign for landmark status.

Sincerely,


Susan K. Shaner

AURORA HISTORIC PRESERVATION COMMISSION
PUBLIC HEARING MINUTES
Tuesday, November 12, 2024
6:00 p.m.



KOA Building
18500 E. Colfax Ave.
Aurora, CO 80011

Present: Chair Todd McMahon, Vice Chair Mike Ackman, Elizabeth Hamilton, Lynda Heckendorn, Tyler Lovejoy, Marpessa Allen, and Lynne Evans

Absent: Charlie Peters

Lane, Toni Jean Kile, members of Brighton Preservation Commission; Cody Stogsdill, CDOT Facilities Manager, Todd Matuszewicz, Morry's Neon/ UCD Historic Preservation Graduate Student

Staff: Chris Geddes, Scott Williams, and Courtney Mosca

Guests: Tim Joyce, Assistant City Attorney, City of Aurora; Brian Grom, 1638 Galena Street homeowner; Dick Hodge, Emma

I. Call to Order

- A quorum being present, Chair McMahon commenced the public hearing at 6:07 p.m. Motion by Vice Chair Ackman, seconded by Commissioner Evans.

II. Public Hearing: H.M. Milliken House Certificate of Appropriateness: Major Alterations – New Entry Steps and New Path

- Commissioners agreed that pathway and entry steps should be centered on the doorway versus the home itself; proposed materials are appropriate and represent a positive improvement.
- Motion by Commissioner Hamilton to approve the COA for the new entry steps and pathway as submitted in the CoA packet, seconded by Commissioner Evans. All Commissioners voted in favor.

III. Public Hearing: Riviera Motel Sign Local Landmark Nomination

- Sign nomination meets criteria 1, 3, 4, 6:
 - Criterion 1: Reflects broad cultural and social history of Aurora
 - Criterion 3: Embodies distinct characteristics of an architectural type, period or method of construction
 - Criterion 4: Represents the work of a master builder or architect
 - Criterion 6: Represents established and familiar visual features of a neighborhood
- Period of Significance should be changed to represent 1960 and 1960 to present for the associated criteria
- Owners of the Riviera have expressed no concerns regarding moving forward with the nomination and have had multiple opportunities for input
- Motion by Commissioner Evans to accept the nomination as presented; seconded by Commissioner Hamilton. All Commission members voted in favor.

IV. Adjournment

The Commission adjourned the public meeting at 6:54 p.m. Moved by Vice Chair Ackman, seconded by Commissioner Heckendorn.

Submitted by: Courtney Mosca/ Revised Chris Geddes Date: 11/13/2024

Approved by: _____ Date: _____

DRAFT



CITY OF AURORA

Council Agenda Commentary

Item Title: 2025 Aurora Sister Cities International Professional Services Agreement
Item Initiator: Minsoo Song, Community Outreach Coordinator, General Management
Staff Source/Legal Source: Ricardo Gambetta, Intergovernmental Relations Manager, General Management / Andrea Wood, Assistant City Attorney
Outside Speaker: Daniana Trigos-Kulkulski Trigos, Executive Director, Aurora Sister Cities International
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/2/2024

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, title, department / Legal source name and title
- Outside speaker name and organization
- Estimated time (For Study Session items only, indicate combined time needed for presentation and discussion)

Sponsor: Françoise Bergan, Council Member
 Ricardo Gambetta, Intergovernmental Relations Manager, General Management / Andrea Wood, Assistant City Attorney
 Outside Speaker: Daniana Trigos-Kulkulski, Executive Director, Aurora Sister Cities International
 Estimated time: 10 mins
 Sponsor: Françoise Bergan, Council Member / Crystal Murillo, Council Member
 Ricardo Gambetta, Intergovernmental Relations Manager, General Management / Hanosky Hernandez, Senior Assistant City Attorney
 Outside Speaker: Daniana Trigos-Kulkulski, Executive Director, Aurora Sister Cities International
 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)

- | | |
|---|--|
| <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 the spring of 2013, the city established an Aurora Sister Cities Advisory Board to make recommendations to the city regarding the reestablishment of a sister cities program. In September of 2013, the Advisory Board recommended that an independent, non-profit corporation be reestablished for the purpose of operating a sister cities program for the benefit of the city. In accordance with that recommendation, Aurora Sister Cities International was reestablished in March, 2014, as a tax exempt, non-profit organization with an executive director and the support and participation of various community partners.

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

Aurora Sister Cities International is an independent, non-profit dedicated to developing and promoting global partnerships for the city, including increased opportunities for international collaboration, educational exchange, community partnerships, and cooperation among the government, business, and citizenship of Aurora, Colorado. As part of the attached agreement options, the city will make a contribution of \$120,000 in 2025 to assist in furthering the international efforts of Aurora Sister Cities International. Two additional options provided would be (1) a six year contract reducing the contribution amount by \$20,000 annually starting in 2026, or a five year contract reducing the contribution amount by \$30,000 annually starting in 2026. The city's 2025 Professional Services Agreement Draft options with Aurora Sister Cities is attached as a reference.

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

The city has included \$120,000 in the 2025 budget for Aurora Sister Cities International. The budget is located in General Management, within the Office of International & Immigrant Affairs (17041/62200)

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 approve Option 1 (status Quo), Option 2 (20K reduction annually for six years) or Option 3 (30K reduction annually for 5 years) 2025 Professional Services Agreement between the city of Aurora and Aurora Sister Cities International?

LEGAL COMMENTS

The City Council shall have the power as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. This includes the power to enter into agreements with other organizations to promote the wellbeing of the citizens of Aurora. City Code Section 2-32. (Hernandez)



ASCI Updates and 2025 Professional Service Agreement





ASCI Key Updates & Assessment Findings

- a. Governance
- b. Fundraising and Development
- c. Sister Cities Relationships
- d. Programing
- e. Work Plan for the next five years

Four Wheels of Success



INTERNATIONAL TEEN AMBASSADORS PROGRAM

This program brings together high school students and youth adults as leaders and mentors from countries across the World to promote mutual understanding, increase leadership skills, and prepare youth to make a difference in their communities.



International Professional Women's Program

Through our strategic partnerships and development programs, we empower businesses and professional women by forging extraordinary connections with leaders, experts, and vibrant community members, both in Aurora and around the globe, elevating women worldwide.



INTERNATIONAL BUSINESS AND TRADE FOCUSED ON AURORA SISTER CITIES

Through our strategic partnerships and development programs, we empower businesses and professional women by forging extraordinary connections with leaders, experts, and vibrant community members, both in Aurora and around the globe, elevating women worldwide.



ARTS, CULTURE AND EDUCATION PROGRAM BASED ON WORKING GROUPS

This program can enrich sister city communities, promoting mutual recognition and enhancing economic and social ties. Promoting mutual appreciation and understanding of diverse traditions and histories, through cultural events, festivals, art exhibitions, and performances can celebrate and share each city's heritage, resulting in inter-state peace.

Sister Cities – Contract Renewal Options



Current City of Aurora Contributions

Annual Agreement:	\$120,000	(Actual Funding Provided)
The value of the in-kind	\$30,000	
Total COA Contributions	\$150,000	

Option 1	\$120,000	Funding:	Summary:
2025 - Status quo	\$120,000	\$120,000	Option 1 - With a one year contract for 2025, this would allow Sister Cities time to work on a plan to focus on supplemental funding going forward for future years.
Option 2	\$120,000	Funding:	Summary:
2025 - Status quo	\$120,000	\$120,000	Option 2 phases funding support out for Sister Cities over the course of six years. <ul style="list-style-type: none"> The first year (2025) would be status quo funding \$120,000. The following six years the city would reduce the funding by \$20,000 annually. Empowers the organization to become self-sustaining through other fundraising methods and sponsorships.
2026 - Reduce the funding by 20K	(\$20,000)	\$100,000	
2027 - Reduce the funding by 20K	(\$20,000)	\$80,000	
2028 - Reduce the funding by 20K	(\$20,000)	\$60,000	
2029 - Reduce the funding by 20K	(\$20,000)	\$40,000	
2030 - Reduce the funding by 20K	(\$20,000)	\$20,000	
2031 - Reduce the funding by 20K	(\$20,000)	\$0	
	\$0		
Option 3	\$120,000	Funding:	Summary:
2025 - Status quo	\$120,000	\$120,000	Option 3 phases funding support out for Sister Cities over the course of five years. <ul style="list-style-type: none"> The first year (2025) would be status quo funding \$120,000. The following four years the city would reduce the funding by \$30,000 annually. Empowers the organization to become self-sustaining, through other fundraising methods and sponsorships.
2026 - Reduce the funding by 30K	(\$30,000)	\$90,000	
2027 - Reduce the funding by 30K	(\$30,000)	\$60,000	
2028 - Reduce the funding by 30K	(\$30,000)	\$30,000	
2029 - Reduce the funding by 30K	(\$30,000)	\$0	
	\$0	\$0	



PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA,
COLORADO

TITLE: Aurora Sister Cities International Professional Services Agreement

FILE NO.: _____

P.O.NO.: _____

(Version PSA 11 2020)

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Attachments

- Attachment 1: Scope of Work
- Attachment 2: Insurance Requirements

AGREEMENT

This Agreement is made as of the 2nd day of December 2024, by and between the City of Aurora, Colorado ("City"), and Aurora Sister Cities International, a 501c3 tax exempt, non-profit corporation ("Consultant"), with a principal place of business at 15151 E. Alameda Parkway, Aurora, CO 80012.

WHEREAS, the City intends that Consultant shall perform professional services for the City; and

WHEREAS, Consultant represents that it has the present capacity, is experienced and qualified to perform professional services for the City as hereinafter provided in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

Section 1 - Scope of Work.

A. Consultant agrees to provide professional services as stated in the scope of services specified in **Attachment 1**, attached hereto and incorporated into this Agreement.

B. The City shall have the right to disapprove any portion of Consultant's Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Consultant shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant's compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant's services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant's negligent acts, errors or omissions.

C. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any tasks beyond those which have been specifically authorized in writing by the **City**.

D. The City may, from time to time and in conjunction with Consultant, request changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant and the quantity or quality of Consultant's staffing for required services. Such changes, including any increase in

the amount of the Consultant's compensation, which are mutually agreed upon between the City and Consultant, shall be incorporated in written change orders, amendments or extensions to this Agreement.

Section 2 – Authority.

A. Ricardo Gambetta-Alvarado is the City's Project Manager and the City's authorized representative. The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. All Work to be performed by Consultant shall be authorized in writing by the Project Manager as provided by this Agreement. All communications related to the Project shall be with the Project Manager and, in his absence, a person to be designated by the Project Manager. The Project Manager is authorized to make decisions on behalf of the City related to the Work. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of Work performed by Consultant, except for approvals which are specifically identified in this Agreement as requiring the approval of City of Aurora's City Council.

B. Daniana Trigos-Kukulski is Consultant's representative for the Work. Consultant's Representative shall have authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant's responsibilities and obligations under the terms of this Agreement.

Section 3 – Schedule.

The term of this Agreement shall run from the January 1, 2025 through December 31, 2025. Subject to the availability of appropriated funds, as provided elsewhere in this Agreement, and agreement between the City and Consultant concerning additional and/or continuing Work, as reflected in additional or revised Scope(s) of Work, this Agreement may be extended on an annual basis by the City by a written notice to Consultant after approval by the City Council.

Section 4 – Compensation.

A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, covers the entire cost of the professional services under this Agreement. The initial compensation of this Agreement shall not exceed one hundred and twenty thousand U.S. dollars (\$120,000.00). Consultant agrees to cooperate fully with the City to keep the total compensation within this limit. Consultant shall also receive in-kind services to include:

1. Office space (includes computer, telephone and printer/ scanner, free City meeting room use, Information Technology use and assistance for City provided items installed within the City provided office space).

2. Event support for City-related Sister Cities functions (logistics and scheduling coordination to be provided by the Office of International & Immigrant Affairs).
3. Mail/postage services (for non-media/ communications-related mailings; see section 4. for media and communications).
4. Assistance with media and communications for City-related Sister Cities functions (graphics, press releases, media relations, Channel 8; small print needs up to 200 items can be done on the copy machine or via Graphics request, and larger or special needs will be contracted).
5. Legal assistance/support from the City Attorney's Office as approved by the Project Manager and the City Attorney, in relation to matters pertaining to Aurora Sister Cities International and the City of Aurora's sister city relationships.
6. Participation, as an affiliated agency, in the City of Aurora's health benefits. This provision simply grants access to the City's group medical, dental, and vision plans, as authorized by the City's insurance providers. The city will not be responsible for any associated costs. Sister Cities employees will be responsible for paying all associated costs including premiums, copays, etc. Additionally, Sister Cities must follow all City of Aurora plan terms including open enrollment period, plan participant eligibility, dependent eligibility, IRS regulations regarding mid-year qualified event changes, cost sharing structure of premiums between Aurora Sister Cities International as employer, and an employee of Sister Cities.
7. The City of Aurora is not responsible for transmitting, communicating, or ensuring any compliance in relation to the Affordable Care Act, this includes providing employees of Aurora Sister Cities International the Health Insurance Marketplace Coverage Notice.
8. Aurora Sister Cities International is not permitted to use or participate in any wellness program organized by the City of Aurora.

B. This Agreement is subject to annual appropriation by the Aurora City Council, and, in the absence of appropriated funds, the City may terminate this Agreement. The City has appropriated money for the 2025 fiscal year at least equal to the foregoing annual compensation for this work. The City may, from time to time and in its sole discretion, appropriate additional amounts to reflect extensions of this Agreement beyond the close of the 2025 fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other language in this Agreement, the City shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the foregoing annual compensation to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work.

C. Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Consultant. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year beyond the then current fiscal year. This Agreement shall never constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by the City of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the City. Notwithstanding any language

herein to the contrary, nothing in this Agreement shall be construed as creating a lien against any revenues of the City.

D. The City shall pay Consultant in accordance with the terms of this Agreement. Payments shall be in equal quarterly installments during the year.

E. Consultant shall submit quarterly invoices to be approved by the City's Project Manager. It is to be understood and agreed that the City may require up to thirty (30) days to process payment after date of receipt of invoicing.

Section 5 – Staffing.

A. The Consultant personnel listed below are essential to the proper performance of the services under this Agreement:

<u>Name</u>	<u>Title</u>
Daniana Trigos-Kukulski	Executive Director, Aurora Sister Cities International

The above-identified individuals are key persons and will be available to perform the Work. Consultant agrees to make key personnel available as required to perform the Work as long as such persons are employed by Consultant. Consultant shall obtain the prior written approval of the City before appointing other Consultant personnel as a substitute(s) for the above-named key personnel. The City reserves the right to reject proposed replacement personnel or require the replacement of any Consultant personnel; however, such City action shall not subject the City to any liability to Consultant nor be used by Consultant as an excuse for failure to meet the requirements of this Agreement.

B. Consultant shall ensure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.

C. Consultant shall inform the City in writing of any non-employee persons or firms it intends to hire to perform any Work required by this Agreement and shall keep the City informed of any changes or additions to this information. The City shall approve in writing any additional firms prior to commencement of Work. Consultant shall be responsible for any Work performed under this Agreement, including that portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the City.

Section 6 – Insurance.

A. Consultant shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in **Attachment 2**. The Consultant further agrees and understands that they are to maintain and keep in force the appropriate insurance policies throughout the term of this Agreement.

B. Consultant shall be responsible for any injury to persons or damage to property to the

extent arising from negligent or otherwise wrongful acts, errors and omissions of Consultant, its agents and employees. If Consultant knows of the damage Consultant shall immediately notify the City. If the City discovers the damage, City will notify Consultant immediately. Repair shall be accomplished under City direction and to City specifications, so property is in as good or better condition than before damage. Consultant shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33, **Attachment 2**.

C. The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

D. Nothing herein is intended to be construed or shall be construed to be a waiver of the City's governmental immunity under Section 24-10-101 et. seq., C.R.S. as amended.

Section 7-The City's Responsibilities.

A. The City shall:

1. Provide necessary information to Consultant to facilitate Consultant in performing the Work.

2. Give prompt notice to Consultant whenever the City observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided.

3. Furnish, or direct Consultant to provide, at the City's expense, any necessary additional services.

4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.

B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the City, the City's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 8- Mutual Obligations.

A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.

B. This Agreement does not create or imply an exclusive agreement between Consultant and the City.

C. The services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the City.

D. All documents prepared by Consultant in connection with the services provided by Consultant under the terms of this Agreement shall become the property of the City. All documents and work product related to the following are not included under the terms of this Agreement: 1. internal administrative, programmatic and fundraising matters, including client

personal data and contact information; 2. intellectual property related to the 'Global Youth Leaders' name and program curriculum; and 3. private student data and demographics that may be covered under the Federal Educational Rights and Privacy Act (FERPA).

E. Consultant shall not utilize work product, data, information, results, and materials produced as part of its efforts under this Agreement for any promotional or public relations purposes whatsoever without the express, prior, written consent of the City.

Section 9 - Termination

A. Termination for Cause - In the event a material breach of this Agreement remains uncured following written notice of said breach by City, the City may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided however, the City may, in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.

B. Termination for Convenience

1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days' notice specifying the date thereof, provided Consultant shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The City's total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is terminated for the City's convenience; provided however, in no event shall the City's total liability to Consultant **exceed** the total amount of funds which have been appropriated specifically for this agreement.

C. Effect of Termination.

1. Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities.

2. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the City, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Consultant has notified the City in writing of the incomplete status of such work product.

3. City's Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 10 - Miscellaneous Provisions.

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws, Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability.

Consultant:

1. Shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer.

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each subconsultant.

4. Shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the City of Aurora, or their respective agencies may require.

5. Shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the City of Aurora, or their respective agencies may issue to implement these requirements.

C. By executing this agreement, Consultant acknowledges an understanding of and expressly agrees that all work performed under this Agreement is that of an independent contractor. An independent contractor is not a City of Aurora employee and as such is not entitled to Workers' Compensation benefits. Consultant is obligated to pay Federal and state income tax on any monies earned pursuant to the contractual relationship. It is expressly understood between the City of Aurora and Consultant that Consultant, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment

compensation coverage is provided by Consultant or some entity other than the City of Aurora, Colorado.

D. All notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

City: Office of the City Attorney
15151 East Alameda Parkway
5th Floor
Aurora, Colorado 80012

Consultant Representative: Daniana Trigos-Kukulski
Aurora Sister Cities International
15151 E. Alameda Parkway
Aurora, Colorado 80012

Section 11 - Examination of Records. (This section applies if this Agreement exceeds \$10,000.00.)

A. The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.

B. Consultant agrees to include in first-tier sub-consultants under this Agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract/ as used in this clause, excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the City, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section 12 – Indemnification.

A. The Consultant shall indemnify, hold harmless and, not excluding City's right to participate, defend the City, its officials, officers, employees, volunteers and agents from and against all liabilities, actions, losses, claims, damages, costs and expenses, including without limitation

reasonable attorney fees and costs, expert witness fees, arising out of or resulting in any way from the performance of Consultant's services for the City and caused by negligent acts, errors, and omissions of the Consultant or any person employed by it or anyone for whose act the Consultant is legally liable.

B. The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Consultant hereunder. Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Agreement.

C. Patents Infringement: The Consultant shall indemnify, defend and hold harmless the City Indemnities from and against all suits or actions for infringement or unauthorized use of any patent, trademark, copyright or trade secret relating to the services under this Agreement. The Consultant's indemnity pursuant to this Section shall apply only when infringement occurs or is alleged to occur from the intended use for which the deliverable material was provided by the Consultant pursuant to this Agreement. Consultant shall not be held liable for any suits or actions of infringement of any patent, trademark, or copyright arising out of any patented or copyrighted materials, methods, or systems specified by the City under the Agreement or Change Order or infringement resulting from unauthorized additions, changes or modifications to the deliverable material made or caused to be made by the City subsequent to delivery by the Consultant. Consultant also agrees to notify the City upon the knowledge of any potential infringement claim, so that the City may provide input on suggested solution.

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By: _____

Name: _____

Title: _____

Date: _____, 20__

RISK MANAGEMENT: _____
Risk Manager

APPROVED AS TO FORM: *Andrea Wood*
Assistant City Attorney

Consultant:

Name: _____

Title: _____

Date: _____

Attachment 1

SCOPE OF SERVICES

In consideration of the payments made by the City to Aurora Sister Cities International, Aurora Sister Cities International agrees to provide the following services to and on behalf of the City in accordance with the following terms and conditions:

1. Aurora Sister Cities International shall maintain its 501c3 status and retain a Governing Board and Executive Director to administer its policies and conduct its business. The Executive Director shall devote themselves to the legal, financial, and programmatic affairs of Aurora Sister Cities International and shall be supervised by the Aurora Sister Cities Board of Directors. Aurora Sister Cities International may also employ additional employees as it deems necessary to carry out the activities of Aurora Sister Cities International.
2. Aurora Sister Cities International shall use its best efforts to develop and promote global partnerships for the City as part of the International Sister Cities Program.
3. Aurora Sister Cities International shall help bring increased opportunities for international collaboration, educational exchange, community partnerships and cooperation among the government, business community, and residents of Aurora, Colorado.
4. Aurora Sister Cities International shall work closely with the designated Contract Manager of the City (Ricardo Gambetta, Manager of the Office of International and Immigrant Affairs or his designee or successor in office) and provide to him reports, records and other documentation as requested, and which relate to Aurora Sister Cities International's finances, global partnerships and community activities.
5. Financial reports shall be submitted in a format mutually agreed upon by the parties, but shall, at a minimum, include quarterly expenditures and revenues.
6. Aurora Sister Cities International shall submit quarterly performance reports to the City's Contract Manager detailing all activities related to the involvement of the City in the Sister Cities International Program.
7. Aurora Sister Cities International shall concern itself with all other non-specific tasks that comprise a successful sister cities program for the City.
8. Aurora Sister Cities International shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, damages, liabilities, and court awards, including costs, expenses, and attorney fees to the extent caused by any negligent or willful and wanton act, error, or omission of Aurora Sister Cities International, its officers, agents, and employees.

Attachment 2

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Consultant performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Consultant, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. The Consultant shall maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations

Workers' Compensation and Employers Liability Insurance. The Consultant shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Consultant shall maintain Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

Subcontractor's Insurance It shall be the responsibility of the vendor/contractor to ensure that subcontractors maintain:

- A. Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and shall name the City of Aurora as an additional insured; and
- B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

The Consultant is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance. The total limits of general or automobile liability and excess liability insurance set

forth above may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured and Waiver of Subrogation. The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

Certificates of Insurance. Upon the execution of this Agreement, the Consultant shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Consultant agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Vendor's or Contractor's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Consultant shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be **A- X** and the minimum **A.M. Best** rating of each excess insurer shall be **A- VIII**. The Consultant shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract. **The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy as set forth below:

Professional Liability Insurance. The Consultant shall maintain professional liability insurance with minimum limits of Two Million Dollars (\$2,000,000), covering those claims which arise out of the negligent acts or omissions of the Consultant, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Consultant's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.



PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA,
COLORADO

TITLE: Aurora Sister Cities International Professional Services Agreement

FILE NO.: _____

P.O.NO.: _____

(Version PSA 11 2020)

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Attachments

- Attachment 1: Scope of Work
- Attachment 2: Insurance Requirements

AGREEMENT

This Agreement is made as of the 2nd day of December 2024, by and between the City of Aurora, Colorado ("City"), and Aurora Sister Cities International, a 501c3 tax exempt, non-profit corporation ("Consultant"), with a principal place of business at 15151 E. Alameda Parkway, Aurora, CO 80012.

WHEREAS, the City intends that Consultant shall perform professional services for the City; and

WHEREAS, Consultant represents that it has the present capacity, is experienced and qualified to perform professional services for the City as hereinafter provided in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

Section 1 - Scope of Work.

- A. Consultant agrees to provide professional services as stated in the scope of services specified in **Attachment 1**, attached hereto and incorporated into this Agreement.
- B. The City shall have the right to disapprove any portion of Consultant's Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Consultant shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant's compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant's services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant's negligent acts, errors or omissions.
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The term of this Agreement shall run from January 1, 2025 through December 31, 2031. Subject to the availability of appropriated funds, as provided elsewhere in this Agreement, and agreement between the City and Consultant concerning additional and/or continuing Work, as reflected in additional or revised Scope(s) of Work, this Agreement may be extended on an annual basis by the City by a written notice to Consultant after approval by the City Council.

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4. Assistance with media and communications for City-related Sister Cities functions (graphics, press releases, media relations, Channel 8; small print needs up to 200 items can be done on the copy machine or via Graphics request, and larger or special needs will be contracted).
5. Legal assistance/support from the City Attorney's Office as approved by the Project Manager and the City Attorney, in relation to matters pertaining to Aurora Sister Cities International and the City of Aurora's sister city relationships.
6. Participation, as an affiliated agency, in the City of Aurora's health benefits. This provision simply grants access to the City's group medical, dental, and vision plans, as authorized by the City's insurance providers. The city will not be responsible for any associated costs. Sister Cities employees will be responsible for paying all associated costs including premiums, copays, etc. Additionally, Sister Cities must follow all City of Aurora plan terms including open enrollment period, plan participant eligibility, dependent eligibility, IRS regulations regarding mid-year qualified event changes, cost sharing structure of premiums between Aurora Sister Cities International as employer, and an employee of Sister Cities.
7. The City of Aurora is not responsible for transmitting, communicating, or ensuring any compliance in relation to the Affordable Care Act, this includes providing employees of Aurora Sister Cities International the Health Insurance Marketplace Coverage Notice.
8. Aurora Sister Cities International is not permitted to use or participate in any wellness program organized by the City of Aurora.

B. This Agreement is subject to annual appropriation by the Aurora City Council, and, in the absence of appropriated funds, the City may terminate this Agreement. The City has appropriated money for the 2025 fiscal year at least equal to the foregoing annual compensation for this work. The City may, from time to time and in its sole discretion, appropriate additional amounts to reflect extensions of this Agreement beyond the close of the 2025 fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other language in this Agreement, the City shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the foregoing annual compensation to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work.

C. In an effort to allow Aurora Sister Cities International the opportunity to grow on their own, obtain funds from other agencies, and become a more self-sustaining organization, monetary support from the City will phase out over the course of six years beyond 2025. As noted in Section 4, paragraph A of this agreement, compensation for 2025 will be one hundred and twenty thousand dollars (\$120,000.00), and then will reduce by twenty thousand dollars (\$20,000.00) each year after, from 2026 to 2031 when compensation from the City will cease. Notwithstanding the preceding sentence, funds pledged under this Agreement shall remain subject to annual appropriation from the Aurora City

Council, and any pledge of funds contained herein shall not constitute a multiple fiscal year obligation of the City as explained in Section 4D.

D. Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Consultant. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year beyond the then current fiscal year. This Agreement shall never constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by the City of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the City. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien against any revenues of the City.

E. The City shall pay Consultant in accordance with the terms of this Agreement. Payments shall be in equal quarterly installments during the year.

F. Consultant shall submit quarterly invoices to be approved by the City's Project Manager. It is to be understood and agreed that the City may require up to thirty (30) days to process payment after date of receipt of invoicing.

Section 5 – Staffing.

A. The Consultant personnel listed below are essential to the proper performance of the services under this Agreement:

<u>Name</u>	<u>Title</u>
Daniana Trigos-Kukulski	Executive Director, Aurora Sister Cities International

The above-identified individuals are key persons and will be available to perform the Work. Consultant agrees to make key personnel available as required to perform the Work as long as such persons are employed by Consultant. Consultant shall obtain the prior written approval of the City before appointing other Consultant personnel as a substitute(s) for the above-named key personnel. The City reserves the right to reject proposed replacement personnel or require the replacement of any Consultant personnel; however, such City action shall not subject the City to any liability to Consultant nor be used by Consultant as an excuse for failure to meet the requirements of this Agreement.

B. Consultant shall ensure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.

C. Consultant shall inform the City in writing of any non-employee persons or firms it intends to hire to perform any Work required by this Agreement and shall keep the City informed

of any changes or additions to this information. The City shall approve in writing any additional firms prior to commencement of Work. Consultant shall be responsible for any Work performed under this Agreement, including that portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the City.

Section 6 – Insurance.

- A. Consultant shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in **Attachment 2**. The Consultant further agrees and understands that they are to maintain and keep in force the appropriate insurance policies throughout the term of this Agreement.
- B. Consultant shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Consultant, its agents and employees. If Consultant knows of the damage Consultant shall immediately notify the City. If the City discovers the damage, City will notify Consultant immediately. Repair shall be accomplished under City direction and to City specifications, so property is in as good or better condition than before damage. Consultant shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33, **Attachment 2**.
- C. The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.
- D. Nothing herein is intended to be construed or shall be construed to be a waiver of the City's governmental immunity under Section 24-10-101 et. seq., C.R.S. as amended.

Section 7-The City's Responsibilities.

- A. The City shall:
 - 1. Provide necessary information to Consultant to facilitate Consultant in performing the Work.
 - 2. Give prompt notice to Consultant whenever the City observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided.
 - 3. Furnish, or direct Consultant to provide, at the City's expense, any necessary additional services.
 - 4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.
- B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the City, the City's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 8- Mutual Obligations.

- A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.
- B. This Agreement does not create or imply an exclusive agreement between Consultant and the City.
- C. The services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the City.
- D. All documents prepared by Consultant in connection with the services provided by Consultant under the terms of this Agreement shall become the property of the City. All documents and work product related to the following are not included under the terms of this Agreement: 1. internal administrative, programmatic and fundraising matters, including client personal data and contact information; 2. intellectual property related to the "Global Youth Leaders" name and program curriculum; and 3. private student data and demographics that may be covered under the Federal Educational Rights and Privacy Act (FERPA).
- E. Consultant shall not utilize work product, data, information, results, and materials produced as part of its efforts under this Agreement for any promotional or public relations purposes whatsoever without the express, prior, written consent of the City.

Section 9 - Termination

- A. Termination for Cause - In the event a material breach of this Agreement remains uncured following written notice of said breach by City, the City may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided however, the City may, in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.
- B. Termination for Convenience
1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days' notice specifying the date thereof, provided Consultant shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.
 2. The City's total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.
 3. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is terminated for the City's convenience; provided however, in no event shall the City's total liability to Consultant **exceed** the total amount of funds which have been appropriated specifically for this agreement.
- C. Effect of Termination.

1. Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities.

2. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the City, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Consultant has notified the City in writing of the incomplete status of such work product.

3. City's Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 10 - Miscellaneous Provisions.

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws, Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability.

Consultant:

1. Shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer.

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each subconsultant.

4. Shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the City of Aurora, or their respective agencies may require.

5. Shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the City of Aurora, or their respective agencies may issue to implement these requirements.

C. By executing this agreement, Consultant acknowledges an understanding of and expressly agrees that all work performed under this Agreement is that of an independent contractor. An independent contractor is not a City of Aurora employee and as such is not entitled to Workers' Compensation benefits. Consultant is obligated to pay Federal and state income tax on any monies earned pursuant to the contractual relationship. It is expressly understood between the City of Aurora and Consultant that Consultant, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some entity other than the City of Aurora, Colorado.

D. All notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

City: Office of the City Attorney
15151 East Alameda Parkway
5th Floor
Aurora, Colorado 80012

Consultant Representative: Daniana Trigos-Kukulski
Aurora Sister Cities International
15151 E. Alameda Parkway
Aurora, Colorado 80012

Section 11 - Examination of Records. (This section applies if this Agreement exceeds \$10,000.00.)

A. The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers,

or other records involving transactions related to this Agreement.

B. Consultant agrees to include in first-tier sub-consultants under this Agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract/ as used in this clause, excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the City, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section 12 – Indemnification.

A. The Consultant shall indemnify, hold harmless and, not excluding City's right to participate, defend the City, its officials, officers, employees, volunteers and agents from and against all liabilities, actions, losses, claims, damages, costs and expenses, including without limitation reasonable attorney fees and costs, expert witness fees, arising out of or resulting in any way from the performance of Consultant's services for the City and caused by negligent acts, errors, and omissions of the Consultant or any person employed by it or anyone for whose act the Consultant is legally liable.

B. The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Consultant hereunder. Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Agreement.

C. Patents Infringement: The Consultant shall indemnify, defend and hold harmless the City Indemnities from and against all suits or actions for infringement or unauthorized use of any patent, trademark, copyright or trade secret relating to the services under this Agreement. The Consultant's indemnity pursuant to this Section shall apply only when infringement occurs or is alleged to occur from the intended use for which the deliverable material was provided by the Consultant pursuant to this Agreement. Consultant shall not be held liable for any suits or actions of infringement of any patent, trademark, or copyright arising out of any patented or copyrighted materials, methods, or systems specified by the City under the Agreement or Change Order or infringement resulting from unauthorized additions, changes or modifications to the deliverable material made or caused to be made by the City subsequent to delivery by the Consultant. Consultant also agrees to notify the City upon the knowledge of any potential infringement claim, so that the City may provide input on suggested solution.

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By: _____

Name: _____

Title: _____

Date: _____, 20__

RISK MANAGEMENT: _____
Risk Manager

APPROVED AS TO FORM: Andrea Wood
Assistant City Attorney

Consultant:

Name: _____

Title: _____

Date: _____

Attachment 1

SCOPE OF SERVICES

In consideration of the payments made by the City to Aurora Sister Cities International, Aurora Sister Cities International agrees to provide the following services to and on behalf of the City in accordance with the following terms and conditions:

1. Aurora Sister Cities International shall maintain its 501c3 status and retain a Governing Board and Executive Director to administer its policies and conduct its business. The Executive Director shall devote themselves to the legal, financial, and programmatic affairs of Aurora Sister Cities International and shall be supervised by the Aurora Sister Cities Board of Directors. Aurora Sister Cities International may also employ additional employees as it deems necessary to carry out the activities of Aurora Sister Cities International.
2. Aurora Sister Cities International shall use its best efforts to develop and promote global partnerships for the City as part of the International Sister Cities Program.
3. Aurora Sister Cities International shall help bring increased opportunities for international collaboration, educational exchange, community partnerships and cooperation among the government, business community, and residents of Aurora, Colorado.
4. Aurora Sister Cities International shall work closely with the designated Contract Manager of the City (Ricardo Gambetta, Manager of the Office of International and Immigrant Affairs or his designee or successor in office) and provide to him reports, records and other documentation as requested, and which relate to Aurora Sister Cities International's finances, global partnerships and community activities.
5. Financial reports shall be submitted in a format mutually agreed upon by the parties, but shall, at a minimum, include quarterly expenditures and revenues.
6. Aurora Sister Cities International shall submit quarterly performance reports to the City's Contract Manager detailing all activities related to the involvement of the City in the Sister Cities International Program.
7. Aurora Sister Cities International shall concern itself with all other non-specific tasks that comprise a successful sister cities program for the City.
8. Aurora Sister Cities International shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, damages, liabilities, and court awards, including costs, expenses, and attorney fees to the extent caused by any negligent or willful and wanton act, error, or omission of Aurora Sister Cities International, its officers, agents, and employees.

Attachment 2

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Consultant performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Consultant, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. The Consultant shall maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations

Workers' Compensation and Employers Liability Insurance. The Consultant shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Consultant shall maintain Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

Subcontractor's Insurance It shall be the responsibility of the vendor/contractor to ensure that subcontractors maintain:

- A. Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and shall name the City of Aurora as an additional insured; and
- B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

The Consultant is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance. The total limits of general or automobile liability and excess liability insurance set

forth above may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured and Waiver of Subrogation. The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

Certificates of Insurance. Upon the execution of this Agreement, the Consultant shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Consultant agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Vendor's or Contractor's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Consultant shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be **A- X** and the minimum **A.M. Best** rating of each excess insurer shall be A- VIII. The Consultant shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract. **The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy as set forth below:

Professional Liability Insurance. The Consultant shall maintain professional liability insurance with minimum limits of Two Million Dollars (\$2,000,000), covering those claims which arise out of the negligent acts or omissions of the Consultant, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Consultant's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.



PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA,
COLORADO

TITLE: Aurora Sister Cities International Professional Services Agreement

FILE NO.: _____

P.O.NO.: _____

(Version PSA 11 2020)

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Attachments

- Attachment 1: Scope of Work
- Attachment 2: Insurance Requirements

AGREEMENT

This Agreement is made as of the 2nd day of December 2024, by and between the City of Aurora, Colorado ("City"), and Aurora Sister Cities International, a 501c3 tax exempt, non-profit corporation ("Consultant"), with a principal place of business at 15151 E. Alameda Parkway, Aurora, CO 80012.

WHEREAS, the City intends that Consultant shall perform professional services for the City; and

WHEREAS, Consultant represents that it has the present capacity, is experienced and qualified to perform professional services for the City as hereinafter provided in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

Section 1 - Scope of Work.

- A. Consultant agrees to provide professional services as stated in the scope of services specified in **Attachment 1**, attached hereto and incorporated into this Agreement.
- B. The City shall have the right to disapprove any portion of Consultant's Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Consultant shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant's compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant's services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant's negligent acts, errors or omissions.
- C. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any tasks beyond those which have been specifically authorized in writing by the **City**.
- D. The City may, from time to time and in conjunction with Consultant, request changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant and the quantity or quality of Consultant's staffing for required services. Such changes, including any increase in

the amount of the Consultant's compensation, which are mutually agreed upon between the City and Consultant, shall be incorporated in written change orders, amendments or extensions to this Agreement.

Section 2 – Authority.

A. Ricardo Gambetta-Alvarado is the City's Project Manager and the City's authorized representative. The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. All Work to be performed by Consultant shall be authorized in writing by the Project Manager as provided by this Agreement. All communications related to the Project shall be with the Project Manager and, in his absence, a person to be designated by the Project Manager. The Project Manager is authorized to make decisions on behalf of the City related to the Work. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of Work performed by Consultant, except for approvals which are specifically identified in this Agreement as requiring the approval of City of Aurora's City Council.

B. Daniana Trigos-Kukulski is Consultant's representative for the Work. Consultant's Representative shall have authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant's responsibilities and obligations under the terms of this Agreement.

Section 3 – Schedule.

The term of this Agreement shall run from January 1, 2025 through December 31, 2029. Subject to the availability of appropriated funds, as provided elsewhere in this Agreement, and agreement between the City and Consultant concerning additional and/or continuing Work, as reflected in additional or revised Scope(s) of Work, this Agreement may be extended on an annual basis by the City by a written notice to Consultant after approval by the City Council.

Section 4 – Compensation.

A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, covers the entire cost of the professional services under this Agreement. The initial compensation of this Agreement shall not exceed one hundred and twenty thousand U.S. dollars (\$120,000.00). Consultant agrees to cooperate fully with the City to keep the total compensation within this limit. Consultant shall also receive in-kind services to include:

1. Office space (includes computer, telephone and printer/ scanner, free City meeting room use, Information Technology use and assistance for City provided items installed within the City provided office space).

2. Event support for City-related Sister Cities functions (logistics and scheduling coordination to be provided by the Office of International & Immigrant Affairs).
3. Mail/postage services (for non-media/ communications-related mailings; see section 4. for media and communications).
4. Assistance with media and communications for City-related Sister Cities functions (graphics, press releases, media relations, Channel 8; small print needs up to 200 items can be done on the copy machine or via Graphics request, and larger or special needs will be contracted).
5. Legal assistance/support from the City Attorney's Office as approved by the Project Manager and the City Attorney, in relation to matters pertaining to Aurora Sister Cities International and the City of Aurora's sister city relationships.
6. Participation, as an affiliated agency, in the City of Aurora's health benefits. This provision simply grants access to the City's group medical, dental, and vision plans, as authorized by the City's insurance providers. The city will not be responsible for any associated costs. Sister Cities employees will be responsible for paying all associated costs including premiums, copays, etc. Additionally, Sister Cities must follow all City of Aurora plan terms including open enrollment period, plan participant eligibility, dependent eligibility, IRS regulations regarding mid-year qualified event changes, cost sharing structure of premiums between Aurora Sister Cities International as employer, and an employee of Sister Cities.
7. The City of Aurora is not responsible for transmitting, communicating, or ensuring any compliance in relation to the Affordable Care Act, this includes providing employees of Aurora Sister Cities International the Health Insurance Marketplace Coverage Notice.
8. Aurora Sister Cities International is not permitted to use or participate in any wellness program organized by the City of Aurora.

B. This Agreement is subject to annual appropriation by the Aurora City Council, and, in the absence of appropriated funds, the City may terminate this Agreement. The City has appropriated money for the 2025 fiscal year at least equal to the foregoing annual compensation for this work. The City may, from time to time and in its sole discretion, appropriate additional amounts to reflect extensions of this Agreement beyond the close of the 2025 fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other language in this Agreement, the City shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the foregoing annual compensation to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work.

C. In an effort to allow Aurora Sister Cities International the opportunity to grow on their own, obtain funds from other agencies, and become a more self-sustaining organization, monetary support from the City will phase out over the course of four years beyond 2025. As noted in Section 4, paragraph A of this agreement, compensation for 2025 will be one hundred and twenty thousand dollars (\$120,000.00), and then will be reduced by thirty thousand dollars (\$30,000.00) each year after, from 2026 to 2029 when compensation from the City will cease. Notwithstanding the preceding sentence, funds pledged under this Agreement shall remain subject to annual appropriation from the Aurora City Council, and any pledge of funds contained herein shall not constitute a multiple fiscal year obligation of the City as explained in Section 4 D.

D. Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Consultant. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year beyond the then current fiscal year. This Agreement shall never constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by the City of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the City. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien against any revenues of the City.

E. The City shall pay Consultant in accordance with the terms of this Agreement. Payments shall be in equal quarterly installments during the year.

F. Consultant shall submit quarterly invoices to be approved by the City's Project Manager. It is to be understood and agreed that the City may require up to thirty (30) days to process payment after date of receipt of invoicing.

Section 5 – Staffing.

A. The Consultant personnel listed below are essential to the proper performance of the services under this Agreement:

<u>Name</u>	<u>Title</u>
Daniana Trigos-Kukulski	Executive Director, Aurora Sister Cities International

The above-identified individuals are key persons and will be available to perform the Work. Consultant agrees to make key personnel available as required to perform the Work as long as such persons are employed by Consultant. Consultant shall obtain the prior written approval of the City before appointing other Consultant personnel as a substitute(s) for the above-named key personnel. The City reserves the right to reject proposed replacement personnel or require the replacement of any Consultant personnel; however, such City action shall not subject the City to any liability to Consultant nor be used by Consultant as an excuse for failure to meet the requirements of this Agreement.

B. Consultant shall ensure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.

C. Consultant shall inform the City in writing of any non-employee persons or firms it intends to hire to perform any Work required by this Agreement and shall keep the City informed of any changes or additions to this information. The City shall approve in writing any additional firms prior to commencement of Work. Consultant shall be responsible for any Work performed under this Agreement, including that portion of the Work performed by other individuals or firms.

Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the City.

Section 6 – Insurance.

- A. Consultant shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in **Attachment 2**. The Consultant further agrees and understands that they are to maintain and keep in force the appropriate insurance policies throughout the term of this Agreement.
- B. Consultant shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Consultant, its agents and employees. If Consultant knows of the damage Consultant shall immediately notify the City. If the City discovers the damage, City will notify Consultant immediately. Repair shall be accomplished under City direction and to City specifications, so property is in as good or better condition than before damage. Consultant shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33, **Attachment 2**.
- C. The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.
- D. Nothing herein is intended to be construed or shall be construed to be a waiver of the City's governmental immunity under Section 24-10-101 et. seq., C.R.S. as amended.

Section 7-The City's Responsibilities.

- A. The City shall:
 - 1. Provide necessary information to Consultant to facilitate Consultant in performing the Work.
 - 2. Give prompt notice to Consultant whenever the City observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided.
 - 3. Furnish, or direct Consultant to provide, at the City's expense, any necessary additional services.
 - 4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.
- B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the City, the City's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 8- Mutual Obligations.

- A. This Agreement does not guarantee to Consultant any additional or future work exceptas

expressly authorized herein.

B. This Agreement does not create or imply an exclusive agreement between Consultant and the City.

C. The services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the City.

D. All documents prepared by Consultant in connection with the services provided by Consultant under the terms of this Agreement shall become the property of the City. All documents and work product related to the following are not included under the terms of this Agreement: 1. internal administrative, programmatic and fundraising matters, including client personal data and contact information; 2. intellectual property related to the "Global Youth Leaders" name and program curriculum; and 3. private student data and demographics that may be covered under the Federal Educational Rights and Privacy Act (FERPA).

E. Consultant shall not utilize work product, data, information, results, and materials produced as part of its efforts under this Agreement for any promotional or public relations purposes whatsoever without the express, prior, written consent of the City.

Section 9 - Termination

A. Termination for Cause - In the event a material breach of this Agreement remains uncured following written notice of said breach by City, the City may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided however, the City may, in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.

B. Termination for Convenience

1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days' notice specifying the date thereof, provided Consultant shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The City's total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is terminated for the City's convenience; provided however, in no event shall the City's total liability to Consultant **exceed** the total amount of funds which have been appropriated specifically for this agreement.

C. Effect of Termination.

1. Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities.

2. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall

become the sole property of the City, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Consultant has notified the City in writing of the incomplete status of such work product.

3. City's Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 10 - Miscellaneous Provisions.

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws in, Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability.

Consultant:

1. Shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer.

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each subconsultant.

4. Shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the City of Aurora, or their respective agencies may require.

5. Shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the City of Aurora, or their respective agencies may issue to implement these requirements.

C. By executing this agreement, Consultant acknowledges an understanding of and expressly agrees that all work performed under this Agreement is that of an independent contractor. An independent contractor is not a City of Aurora employee and as such is not entitled to Workers' Compensation benefits. Consultant is obligated to pay Federal and state income tax on any monies earned pursuant to the contractual relationship. It is expressly understood between the City of Aurora and Consultant that Consultant, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some entity other than the City of Aurora, Colorado.

D. All notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

City: Office of the City Attorney
15151 East Alameda Parkway
5th Floor
Aurora, Colorado 80012

Consultant Representative: Daniana Trigos-Kukulski
Aurora Sister Cities International
15151 E. Alameda Parkway
Aurora, Colorado 80012

Section 11 - Examination of Records. (This section applies if this Agreement exceeds \$10,000.00.)

A. The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.

B. Consultant agrees to include in first-tier sub-consultants under this Agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract/ as used in this clause, excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the City, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section 12 – Indemnification.

A. The Consultant shall indemnify, hold harmless and, not excluding City's right to participate, defend the City, its officials, officers, employees, volunteers and agents from and against all liabilities, actions, losses, claims, damages, costs and expenses, including without limitation reasonable attorney fees and costs, expert witness fees, arising out of or resulting in any way from the performance of Consultant's services for the City and caused by negligent acts, errors, and omissions of the Consultant or any person employed by it or anyone for whose act the Consultant is legally liable.

B. The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Consultant hereunder. Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Agreement.

C. Patents Infringement: The Consultant shall indemnify, defend and hold harmless the City Indemnities from and against all suits or actions for infringement or unauthorized use of any patent, trademark, copyright or trade secret relating to the services under this Agreement. The Consultant's indemnity pursuant to this Section shall apply only when infringement occurs or is alleged to occur from the intended use for which the deliverable material was provided by the Consultant pursuant to this Agreement. Consultant shall not be held liable for any suits or actions of infringement of any patent, trademark, or copyright arising out of any patented or copyrighted materials, methods, or systems specified by the City under the Agreement or Change Order or infringement resulting from unauthorized additions, changes or modifications to the deliverable material made or caused to be made by the City subsequent to delivery by the Consultant. Consultant also agrees to notify the City upon the knowledge of any potential infringement claim, so that the City may provide input on suggested solution.

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By: _____

Name: _____

Title: _____

Date: _____, 20__

RISK MANAGEMENT: _____
Risk Manager

APPROVED AS TO FORM: *Andrea Wood*

Assistant City Attorney

Consultant:

Name: _____

Title: _____

Date: _____

Attachment 1

SCOPE OF SERVICES

In consideration of the payments made by the City to Aurora Sister Cities International, Aurora Sister Cities International agrees to provide the following services to and on behalf of the City in accordance with the following terms and conditions:

1. Aurora Sister Cities International shall maintain its 501c3 status and retain a Governing Board and Executive Director to administer its policies and conduct its business. The Executive Director shall devote themselves to the legal, financial, and programmatic affairs of Aurora Sister Cities International and shall be supervised by the Aurora Sister Cities Board of Directors. Aurora Sister Cities International may also employ additional employees as it deems necessary to carry out the activities of Aurora Sister Cities International.
2. Aurora Sister Cities International shall use its best efforts to develop and promote global partnerships for the City as part of the International Sister Cities Program.
3. Aurora Sister Cities International shall help bring increased opportunities for international collaboration, educational exchange, community partnerships and cooperation among the government, business community, and residents of Aurora, Colorado.
4. Aurora Sister Cities International shall work closely with the designated Contract Manager of the City (Ricardo Gambetta, Manager of the Office of International and Immigrant Affairs or his designee or successor in office) and provide to him reports, records and other documentation as requested, and which relate to Aurora Sister Cities International's finances, global partnerships and community activities.
5. Financial reports shall be submitted in a format mutually agreed upon by the parties, but shall, at a minimum, include quarterly expenditures and revenues.
6. Aurora Sister Cities International shall submit quarterly performance reports to the City's Contract Manager detailing all activities related to the involvement of the City in the Sister Cities International Program.
7. Aurora Sister Cities International shall concern itself with all other non-specific tasks that comprise a successful sister cities program for the City.
8. Aurora Sister Cities International shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, damages, liabilities, and court awards, including costs, expenses, and attorney fees to the extent caused by any negligent or willful and wanton act, error, or omission of Aurora Sister Cities International, its officers, agents, and employees.

Attachment 2

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Consultant performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Consultant, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. The Consultant shall maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations

Workers' Compensation and Employers Liability Insurance. The Consultant shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Consultant shall maintain Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

Subcontractor's Insurance It shall be the responsibility of the vendor/contractor to ensure that subcontractors maintain:

- A. Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and shall name the City of Aurora as an additional insured; and
- B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

The Consultant is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance. The total limits of general or automobile liability and excess liability insurance set

forth above may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured and Waiver of Subrogation. The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

Certificates of Insurance. Upon the execution of this Agreement, the Consultant shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Consultant agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Vendor's or Contractor's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Consultant shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be **A- X** and the minimum **A.M. Best** rating of each excess insurer shall be A- VIII. The Consultant shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract. **The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy as set forth below:

Professional Liability Insurance. The Consultant shall maintain professional liability insurance with minimum limits of Two Million Dollars (\$2,000,000), covering those claims which arise out of the negligent acts or omissions of the Consultant, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Consultant's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.