



# NOTICE OF COUNCIL MEETING

## TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

***Members of the Aurora City Council will participate in the October 5, 2020 Executive Session, Study Session and Council Meeting by teleconference due to concerns surrounding the COVID-19 (coronavirus) outbreak. To keep the members of our community, employees and leaders safe, there will be no public presence at the meeting. Members of the public and media will be able to participate remotely through the options listed below:***

### **Where to view/listen:**

The meeting will be live-streamed at [www.auroraTV.org](http://www.auroraTV.org), and on Cable Channels 8 and 880 in Aurora.

Those who cannot access the internet or cable TV may listen by phone by using the following call-in information:

**Dial Access Number                      1-720-650-7664**

**Enter Participant Passcode: 123 964 8574**

### **How to comment:**

The public may call in their comments for Public Invited to be Heard, or for a specific agenda item on the regular agenda, by calling the live public comment line at **855.695.3475 and pressing \*3** to reach the operator. The line will open at 7:00 p.m. on Monday, October 5<sup>th</sup>. The operator will ask which item the caller would like to speak on and place you in the queue for that item.

Callers wishing to speak during the Public Invited to be Heard portion of the agenda must call in by 7:30 p.m.

Callers for public hearings must call in after 7:00pm and before the Clerk reads the title of the item they wish to speak on. Once the Clerk reads the title, no additional calls for that item will be accepted.

You may email your comment to: [PublicComment@auroragov.org](mailto:PublicComment@auroragov.org). These comments will be shared with the Mayor and City Council through their packets and not read during the meeting.

### **Translation/Accessibility**

The City will provide closed captioning services on Cable Channels 8 and 880. If you need any other accommodation, please contact the Office of the City Clerk at (303) 739-7094. If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, October 5, 2020 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.)

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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](mailto:CityClerk@auroragov.org), or visit [www.auroragov.org](http://www.auroragov.org).





**City of Aurora, Colorado**  
**MONDAY, OCTOBER 5, 2020**

**REGULAR MEETING OF THE AURORA CITY COUNCIL**  
***(Open to the Public)***  
**TELECONFERENCE**  
**4:00 p.m.**

**CALL TO ORDER:** Mayor, Mike Coffman

**ROLL CALL:** Susan Barkman, Interim City Clerk

**ANNOUNCEMENT OF PROPOSED EXECUTIVE SESSION TOPICS:** Susan Barkman, Interim City Clerk for Mayor, Mike Coffman

*(Matters subject to consideration in Executive Session per Section 24-6-402(4) C.R.S.)*

**CONSIDERATION TO RECESS FOR EXECUTIVE SESSION:**

**EXECUTIVE SESSION**  
***(Closed to the Public)***  
**TELECONFERENCE**  
**4:00 p.m. –5:00 p.m.**

**STUDY SESSION**  
***(Open to the Public)***  
**TELECONFERENCE**  
**5:00 p.m. 7:15 p.m.**

**REGULAR MEETING OF THE AURORA CITY COUNCIL**  
***(Open to the Public)***  
**Reconvene at 7:30 p.m. - TELECONFERENCE**

**REGULAR MEETING OF THE BOARD OF DIRECTORS OF GENERAL IMPROVEMENT**  
**DISTRICT NOS. 1-2007 (CHERRY CREEK RACQUET CLUB), 1-2008 (PEORIA PARK),**  
**3-2008 (MEADOW HILLS COUNTRY CLUB), PIER POINT 7 2-2009**  
**AND AURORA CONFERENCE CENTER 2-2011, COBBLEWOOD 1-2016 RESPECTIVELY**  
***(Open to the Public)***  
**TELECONFERENCE**

**To be held concurrently with the Regular Meeting of the  
Aurora City Council for the purpose of considering Items 11e-j**



## AGENDA

### **City Council Executive Session (TELECONFERENCE) Monday, October 5, 2020 4:00 p.m.**

1. Labor Negotiations – Dianna Giordano, Director of Human Resources 20 min.
2. Property Transactions – Cold Weather Shelter  
Jessica Prosser, Manager of Community Development/  
Tim Joyce, Assistant City Attorney II Civil 15 min.

3. Legal Advice/Litigation – Tom Rice/Eric Ziporin/Dan Brotzman/Nancy Rodgers 15 min.

**Note: Matters subject to consideration in Executive Session may include the following:**

- a. Property Transactions, to wit: *The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; except for the purpose of concealing the fact that a member of the [City Council] has a personal interest in such purchase, acquisition, lease, transfer, or sale. C.R.S. §24-6-402(4)(a).*
- b. Legal Advice, to wit: *Conferences with an attorney for the [City Council] for the purposes of receiving legal advice on specific legal questions. C.R.S. §24-6-402(4)(b).*
- c. Confidential Matters, to wit: *Matters required to be kept confidential by a federal or state law, rule, or regulation. The specific statute or rule or regulation that is the basis for such confidentiality must be cited prior to the executive session. C.R.S. §24-6-402(4)(c).*
- d. Security Issues, to wit: *Specialized details of security arrangements or investigations. C.R.S. §24-6-402(d).*
- e. Negotiations, to wit: *Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators. C.R.S. §24-6-402(e).*
- f. Personnel Matters (except if the employee who is the subject of the session has requested an open meeting, or, if the personnel matter involves more than one employee, all of the employees have requested an open meeting). *C.R.S. §24-6-402(4)(f).*
- g. Confidential Documents, to wit: *Consideration of any documents protected by the mandatory nondisclosure provisions of the Open Records Act. C.R.S. §24-6-402(4)(g).*

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As the Mayor (or Mayor Pro Tem) of the City of Aurora, Colorado, and the Chair of this Regular Meeting of the Aurora City Council, I hereby certify that the discussion which took place in this executive session was limited to the topic or topics that are set forth hereinabove.

\_\_\_\_\_  
Mike Coffman, Mayor

\_\_\_\_\_  
Date

As the City Attorney (or Deputy City Attorney) of the City of Aurora I was in attendance at this executive session, and it is my opinion that those portions of the discussion which were not recorded, if any, constitute privileged attorney-client communications under applicable law.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date



## **AGENDA**

### **City Council Study Session (1st Floor Aurora Room) Monday, October 5, 2020 5:00 p.m.**

#### **1. ITEMS FROM THE MAYOR**

- a. Executive Session Update
- b. Mayor's Update
- c. Issue Update

#### **2. CONSENT CALENDAR**

- a. Consideration to reappoint one member to the Judicial Performance Commission  
**Presenter:** Barkman, Susan - Interim City Clerk/Lathers, David, Senior Asst City Attorney
- b. Industrial Hemp Cultivation Moratorium Extension (***This item also appears on the October 5 Regular Meeting***)  
**Presenter:** Peterson, Robin - Mgr Of Marijuana Enforcement/Money, Daniel, Senior Asst City Attorney

#### **3. ITEMS FROM THE POLICY COMMITTEES**

- a. New Immigrant Integration Plan (2020-2030) – Public Relations, Communications, Tourism, Libraries, B&C, and Citizen Groups Policy Committee (10/10)  
**Presenter:** Gambetta-Alvarado, Ricardo - Community Program Supervisor/Lathers, David, Senior Asst City Attorney  
**Outside Speaker:** Jen Garner, Senior Consultant, Root Policy Research
- b. Introduction of an ordinance to change Sec. 2-667(f) Disqualified vendor or contractor – Management and Finance Policy Committee (5/5)  
**Presenter:** Bryn Fillinger, Manager of Purchasing Services/Lathers, David, Senior Asst City Attorney
- c. Requiring Permission on Procurements from Certain State and Federal Programs – Public Safety, Courts and Civil Service Policy Committee (5/5)  
**Presenter:** Rodgers, Nancy - Deputy City Attorney  
**Sponsor:** Councilmember Gardner
- d. Proposed Dangerous Dog Ordinance and Revisions to Chapter 14 of the Aurora Municipal Code – Housing, Neighborhood Services, and Redevelopment (15/15)  
**Presenter:** Youngblood, Anthony - Manager of Animal Care/Joyce, Tim, Assistant City Attorney II Civil
- e. Discussion on 2020 Ballot Questions and council support or opposition of the questions – Federal, State and Intergovernmental Relations Policy Committee (5/5)  
**Presenter:** Palmisano, Lucas "Luke" - Intergovernmental Rltns Mgr/Rodgers, Nancy, Deputy City Attorney



#### **4. ITEMS FROM THE MANAGER**

- a. Proposed Campaign Finance Reform Ordinance - Mayor Pro Tem Johnston and Council Member Marciano (5/10)  
**Presenter:** Venegas, Roberto - Deputy City Manager/David Lathers, Senior Asst City Attorney  
**Sponsor:** Mayor Pro Tem Johnston and Council Member Marciano
- b. Proposed Campaign Finance Reform Ordinance - Mayor Coffman – Management and Finance Policy Committee (5/10)  
**Presenter:** Venegas, Roberto - Deputy City Manager/David Lathers, Senior Asst City Attorney  
**Sponsor:** Mayor Coffman
- c. Aurora Police Department Update (5/15)  
**Presenter:** Batchelor, Jason - Deputy City Manager - General Management/  
Wilson, Vanessa, Police Chief/Rodgers, Nancy, Deputy City Attorney

#### **5. ITEMS FROM THE CITY COUNCIL**

- a. Colorado Municipal League (CML)/National League of Cities (NLC)-Council Member Lawson
- b. Legislative Update – Council Member Lawson
- c. Denver Regional Council of Governments (DRCOG) – Mayor Coffman
- d. Fitzsimons Redevelopment Authority (FRA) Update – Coffman/Berzins/Hiltz
- e. E-470 Update – Council Member Bergan
- f. Aurora Economic Development Council (AEDC) Update – Council Member Berzins
- g. Accelerate Colorado – Council Member Berzins
- h. Visit Aurora – Council Member Coombs
- i. Aurora Sister Cities – Council Member Marciano
- j. Reimagine RTD – Council Member Lawson
- k. RTD Accountability Board – Council Member Murillo

#### **CALL-UPS OF COUNCIL POLICY COMMITTEE ITEMS**

#### **MISCELLANEOUS ITEMS**

#### **ITEMS REMOVED FROM THE AGENDA, IF ANY**

#### **POLICY COMMITTEE MINUTES**



**Note:** Interested residents wishing to address the City Council should call 855.695.3475 and press \*3 to speak with an operator who will place you in the queue. The line will open at 7:00 p.m. on the day of the council meeting. Residents wishing to speak at Public Invited to Heard should call between 7:00 p.m. and 7:30 p.m. to speak in the first portion of Public Invited to be Heard. Those wanting to speak for a public hearing should call between 7:00 p.m. and the time that the title of that item is called. Speakers are limited to 3 minutes.

## **AGENDA**

### **Regular Meeting of the Aurora City Council City Council Chambers Monday, October 5, 2020 7:30 p.m.**

1. **RECONVENE REGULAR MEETING OF OCTOBER 5, 2020 AND CALL TO ORDER**

2. **ROLL CALL** Susan Barkman, Interim City Clerk

3. **INVOCATION** Mayor Cofman

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

5. **APPROVAL OF THE MINUTES OF THE MEETING OF SEPTEMBER 14, 2020**

6. **CEREMONY**

Proclamation declaring October 15, 2020 as White Cane Awareness Day - Mayor Coffman

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

8. **ADOPTION OF THE AGENDA**

- a. RECONSIDERATION OF RESOLUTION R2020-24 - to Suspend Certain Council Rules.  
**Staff Source:** Susan Barkman, Interim City Clerk/Dan Brotzman, City Attorney

9. **CONSENT CALENDAR**

**General Business**

- a. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Carollo Engineers, Inc., Littleton, Colorado in the amount of \$ 4,435,243.00 for professional engineering services for the Griswold Water Purification Facility (WPF) Solids Handling Improvements Project, R-2047.  
**Presenter:** Carter, Elizabeth - Principal Engineer - Aurora Water/Lathers, David, Senior Asst City Attorney
- b. Consideration to AWARD A SOLE SOURCE CONTRACT to Kronos Inc., Lowell, MA in the amount of \$56,853.64 for annual maintenance on the Telestaff personnel scheduling software used by the Aurora Police and Fire Departments through December 2021.  
**Presenter:** Newman, Scott M - Interim Chief of I.T. - Information Technology/Lathers, David, Senior Asst City Attorney



## **Final Ordinances**

- ♦ c. **2020-34** Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, zoning 25.65 acres of land, more or less, generally located West of Powhaton Road and between East 6th Avenue to the North and East Alameda Avenue to the South, within the County of Arapahoe, State of Colorado, to Residential – Medium Density District and amending the zoning map accordingly (XCEL/ADONEA INITIAL ZONING)  
**Presenter:** Loomis, Ryan - Senior Planner - Planning & Development Service/  
Money, Daniel, Senior Asst City Attorney
- ♦ d. **2020-35** Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, amending Chapter 102 of the City Code of the City of Aurora, Colorado, relating to the General Employees' Retirement Plan  
**Presenter:** Terri Velasquez, Director of Finance/Hans Hernandez Perez, Assistant City Attorney II Civil  
**Outside Speaker:** Steve Shanks, GERP Administrator
- ♦ e. **2020-36** Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, to amend the Fitzsimons General Development Plan to allow for interim surface parking as a conditional use and to rename the plan the "Fitzsimons Innovation Community" (Fitzsimons GDP Amendment #9)  
**Presenter:** Lamboy, Heather - Planning Supervisor - Planning & Development Services/Money, Daniel, Senior Asst City Attorney
- ♦ f. **2020-37** Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, amending Chapter 146 of the City Code, the Unified Development Ordinance (UDO), in order to provide corrections and clarifications  
**Presenter:** Hancock, Karen - Senior Planner II - Planning & Development Service/  
Money, Daniel, Senior Asst City Attorney

## 10. **RESOLUTIONS**

- ♦ a. **R2020-102** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Agreement between the City of Aurora, Second Creek Ranch Metropolitan District, and Clayton Properties Group II, Inc. regarding Public Improvement Funding  
**Presenter:** Rachael, Victor - Deputy Director PW Engineering - Public Works/Rulla, Brian, Assistant City Attorney I Civil
- ♦ b. **R2020-103** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, adopting a policy regarding the use of available funds  
**Presenter:** Hays, Greg - Budget Officer – Finance/Hernandez Perez, Hans, Assistant City Attorney II Civil
- ♦ c. **R2020-104** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City and Second Creek Ranch Metropolitan District regarding the maintenance of landscaped property in 48th Avenue between Picadilly Road and Tibet Road  
**Presenter:** Bish, Curtis - Planning Supervisor - Parks, Recreation & Open Space/Garcia, Angela, Assistant City Attorney II Civil



- ♦ d. **R2020-105** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City of Aurora and Southshore Metropolitan District No.1 regarding the maintenance of Park Property commonly referred to as "Spinnaker Park"  
**Presenter:** Young, Tracy - Manager Of PROS Plan, Desn, Cons - Parks, Recreation & Open Space/Garcia, Angela, Assistant City Attorney II Civil
- ♦ e. **R2020-106** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Employee Pay Schedule and Classifications.  
**Presenter:** Giordano, Dianna - Director of Human Resources - Human Resources/Allen, Rachel, Client Group Manager

#### 11. **ORDINANCES FOR INTRODUCTION**

- ♦ a. **2020-41** Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, extending the Current Ten-Month Moratorium on New Cultivations of Industrial Hemp within the City (***Due to this item being dual listed, the backup is included in 2b item of the Study Session Packet.***)  
**Presenter:** Peterson, Robin - Mgr Of Marijuana Enforcement/Money, Daniel, Senior Asst City Attorney
- ♦ b. **2020-42** Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, adopting Section 2-234(b) of the City Code pertaining to the prohibition of no-knock warrants by law enforcement  
**Presenter:** Rodgers, Nancy - Deputy City Attorney - City Attorney  
**Sponsor:** Councilmember Lawson
- ♦ c. **2020-43** Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, amending article VIII of Chapter 2 of the City Code to add a new Division 6 establishing a new Civic Engagement Commission  
**Presenter:** Barkman, Susan - Interim City Clerk/Lathers, David, Senior Asst City Attorney
- ♦ d. **2020-44** Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, appropriating sums of money in addition to those appropriated in ordinance no. 2019-82 for the 2020 fiscal year  
**Presenter:** Hays, Greg - Budget Officer - Finance/ Hernandez Perez, Hans, Assistant City Attorney II Civil

***For purposes of considering the following items 11e-j the City Council will be acting ex officio as the Board of Directors of the General Improvement Districts 1-2007, 1-2008, 3-2008, Pier Point 7 2-2009 and Aurora Conference Center 2-2011, Cobblewood 1-2016 respectively***

- ♦ e **2020-45** Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, of General Improvement District 1-2007 (Cherry Creek Racquet Club) adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.  
**Presenter:** Nancy Wishmeyer, Controller, Finance/Hernandez Perez, Hans, Assistant City Attorney II Civil



- ♦ f. **2020-46** Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, of General Improvement District 1-2008 (Peoria Park) adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.  
**Presenter:** Nancy Wishmeyer, Controller, Finance/Hernandez Perez, Hans, Assistant City Attorney II Civil
- ♦ g. **2020-47** Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, of General Improvement District 3-2008 (Meadow Hills Country Club) adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.  
**Presenter:** Nancy Wishmeyer, Controller, Finance/Hernandez Perez, Hans, Assistant City Attorney II Civil
- ♦ h. **2020-48** Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, of Pier Point 7 General Improvement District 2-2009 adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.  
**Presenter:** Nancy Wishmeyer, Controller, Finance/Hernandez Perez, Hans, Assistant City Attorney II Civil
- ♦ i. **2020-49** Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, of General Improvement District 2-2011 (Aurora Conference Center) adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.  
**Presenter:** Nancy Wishmeyer, Controller, Finance/Hernandez Perez, Hans, Assistant City Attorney II Civil
- ♦ j. **2020-50** Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, of Cobblewood General Improvement District 1-2016 adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.  
**Presenter:** Nancy Wishmeyer, Controller, Finance/Hernandez Perez, Hans, Assistant City Attorney II Civil

***The following items 11k-n are 2021 Budget related Ordinances***

- ♦ k. **2020-51** Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, adopting an operating and capital improvements projects budget for the fiscal year beginning January 1, 2021, and ending December 31, 2021. STAFF SOURCE: Greg Hays, Budget Officer, Finance/Hernandez Perez, Hans, Assistant City Attorney II Civil
- ♦ l. **2020-52** Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, establishing the tax levy on all taxable property within the corporate limits of the City of Aurora, Colorado, for the tax collection year beginning January 1, 2021, and ending December 31, 2021. STAFF SOURCE: Greg Hays, Budget Officer, Finance/Hernandez Perez, Hans, Assistant City Attorney II Civil



- ♦ m. **2020-53** Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021 and ending December 31, 2021. STAFF SOURCE: Greg Hays, Budget Officer, Finance/Hernandez Perez, Hans, Assistant City Attorney II Civil
- ♦ n. **2020-54** Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, amending certain sections of Chapter 138 of the City Code of the City of Aurora, Colorado, relating to services for the provision of water  
**Presenter:** Giddings, Jo Ann - D/D Water Financial Admin, Aurora Water /McKenney, Christine, Client Group Manager

## 12. **ANNEXATIONS**

- ♦ a. **2020-39** Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, annexing a parcel of land located in a portion of the North half of Section 29, Township 4 South, Range 65 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado. (CELO) 19.992 Acres  
**Presenter:** Rickhoff, Laura - Development Project Manager – General Management/Rulla, Brian, Assistant City Attorney I Civil
- ♦ b. **2020-40** Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, zoning 19.992 acres of land, more or less, generally located South of East Jewel Avenue, East of South Harvest Road and West of South Powhaton Road, within the County of Arapahoe, State of Colorado, to Residential Medium-Density District (R-2) and amending the zoning map accordingly (CELO INITIAL ZONING)  
**Presenter:** Dalby, Claire - Planner II - Planning & Development Service/Money, Daniel, Senior Asst City Attorney
- c. Consideration of an Annexation Agreement Between the City of Aurora and Celo Investments, LLC for a parcel of land located in a portion of the north half of Section 29, Township 4 South, Range 65 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado. (CELO) 19.992 Acres  
**Presenter:** Rickhoff, Laura - Development Project Manager – General Management/Rulla, Brian, Assistant City Attorney I Civil

## 13. **ORDINANCES FOR FINAL**

- ♦ a. **2020-38** Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, Amending Chapter 2 of the City Code Pertaining to Legislative Lobbying Prohibitions for Aurora Fire Rescue and Aurora Police Department ***Ordinance 2020-38, Introduced 7-3 (Bergan, Berzins, Gruber voting no) at the September 21, 2020 Council meeting.***  
**Presenter:** Rodgers, Nancy - Deputy City Attorney - City Attorney  
**Sponsor:** Council Member Gardner

## 14. **RESOLUTIONS**

- ♦ a. **R2020-108** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Aurora Police Department's Membership in the International Association of Chiefs of Police  
**Presenter:** Chief Vanessa Wilson, Police/Nancy Rodgers, Deputy City Attorney  
**Sponsor:** Councilmember Gruber



- ♦ b. **R2020-109** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Aurora Police Department's Membership in the Major Cities Chiefs Association  
**Presenter:** Chief Vanessa Wilson, Police/Nancy Rodgers, Deputy City Attorney  
**Sponsor:** Councilmember Gruber
- ♦ c. **R2020-110** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Aurora Police Department's Membership in the Colorado association of Chiefs of Police  
**Presenter:** Chief Vanessa Wilson, Police/Nancy Rodgers, Deputy City Attorney  
**Sponsor:** Councilmember Gruber
- ♦ d. **R2020-111** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving Aurora Fire Rescue's Membership in the International Association of Fire Chiefs  
**Presenter:** Chief Fernando Gray, Fire/Nancy Rodgers, Deputy City Attorney  
**Sponsor:** Councilmember Gruber
- ♦ e. **R2020-112** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving Aurora Fire Rescue's Membership in the National Fire Prevention Association  
**Presenter:** Chief Fernando Gray, Fire/Nancy Rodgers, Deputy City Attorney  
**Sponsor:** Councilmember Gruber
- ♦ f. **R2020-113** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving Aurora Fire Rescue's Membership in The Colorado State Fire Chiefs  
**Presenter:** Chief Fernando Gray, Fire/Nancy Rodgers, Deputy City Attorney  
**Sponsor:** Councilmember Gruber

15. **RECONSIDERATIONS AND CALL-UPS**

- a. RECONSIDERATION OF RESOLUTION R2020-22 – Concerning the Continuation of the City Manager's Disaster Declaration.  
Staff Source: Jim Twombly, City Manager  
**Presenters:** Matt Chapman, Fire Battalion Chief/Nancy Rogers, Deputy City Attorney
- b. Call up of a decision by the Planning and Zoning Commission which unanimously approved an Oil and Gas Location applied for by GMT Exploration Company.

The Council may approve the Oil and Gas Location, and recommend vesting of property rights as per the Unified Development Ordinance Section 146-5.3.16, if:

1. The applicant has selected a location which is protective of public health, safety, welfare including protection of the environment and wildlife resources; and
2. The application complies with the Criteria for Approval:

- a. the application complies with the applicable standards of the UDO and other adopted City regulations any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

- b. the application is consistent with the Comprehensive Plan;

- c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the



surrounding area;

d. The proposed use will not change the predominant character of the surrounding area;

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

f. The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application; and

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

3. The location complies with COGCC setback requirements (as verified by staff).

4. An alternative location analysis process for oil and gas locations or facilities was performed by the applicant.

**Presenter:** Jeffrey Moore, Oil & Gas Division Manager, General Management/Best, Ian, Assistant City Attorney I Civil

**Applicant:** Hans Schuster et al, GMT Exploration

16. **GENERAL BUSINESS**

- a. Consideration to appoint two (2) and reappoint one member to the Art in Public Places Commission

**Presenter:** Barkman, Susan - Interim City Clerk/Lathers, David, Senior Asst City Attorney

- b. Consideration of the reappointment of two (2) members and the appointment of one (1) to the Historic Preservation Commission

**Presenter:** Barkman, Susan - Interim City Clerk/Lathers, David, Senior Asst City Attorney

- c. Consideration to appoint two (2) members to the Aurora Immigrant and Refugee Commission

**Presenter:** Barkman, Susan - Interim City Clerk/Lathers, David, Senior Asst City Attorney

- d. Consideration to appoint two (2) members to the Cultural Affairs Commission

**Presenter:** Barkman, Susan - Interim City Clerk/Lathers, David, Senior Asst City Attorney

- e. Consideration to appoint one (1) member to a three-year term to on the Aurora Library Board

**Presenter:** Barkman, Susan - Interim City Clerk/Lathers, David, Senior Asst City Attorney

- f. Consideration to appointment of one (1) adult member and the appointment of two (2) new youth members to the Aurora Youth Commission

**Presenter:** Barkman, Susan - Interim City Clerk/Lathers, David, Senior Asst City Attorney

16. **REPORTS**

- a. Report by the Mayor

- b. Reports by the Council



17. **PUBLIC INVITED TO BE HEARD**
18. **ADJOURNMENT**



## **MINUTES**

### **Regular Meeting – Aurora City Council Monday, September 14, 2020**

1. **CONVENE REGULAR MEETING OF SEPTEMBER 14, 2020 AND CALL TO ORDER**

Mayor Coffman convened the regular meeting of City Council at 3:30 p.m.

**ROLL CALL**

PRESIDING: Mayor Coffman  
COUNCIL MEMBERS PRESENT: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

COUNCIL MEMBERS ABSENT: None

OFFICIALS PRESENT: City Manager Twombly, City Attorney Brotzman, Interim City Clerk Barkman

COUNCIL MEMBERS ARRIVING AFTER ROLL CALL: None

City Clerk Barkman announced the proposed items for discussion at executive session.

**CONSIDERATION TO RECESS FOR EXECUTIVE SESSION**

Motion by Mayor Pro Tem Johnston, second by Council Member Berzins, to recess for executive session.

Voting Aye: Mayor Coffman, Council Members Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

Abstaining: None

**Mayor Coffman reconvened the regular meeting of City Council at 7:30 p.m.**

2. **ROLL CALL** Susan Barkman, Interim City Clerk

COUNCIL MEMBERS PRESENT: Bergan, Berzins, Bergan, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

3. **INVOCATION** Barbara Dahl, City Clerk Analyst

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

5. **APPROVAL OF THE MINUTES OF THE MEETING OF AUGUST 17, 2020**

Motion by Berzins, second by Gruber, to approve the minutes of the meeting of August 17, 2020, as amended.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

6. **CEREMONY**

No ceremony.



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

Susan Barkman, City Clerk, introduced speakers who spoke to City Council over the phone.

Council Member Coombs stated she was hearing from people who wanted to speak but were not placed in the queue.

Ms. Barkman pointed out the callers went through an operator and those in the queue planned to speak to items on Council's agenda.

Mayor Coffman noted this segment of the meeting was for the public to speak on non-agenda related items.

Council Member Bergan expressed appreciation to everyone who sent emails, messages and phone calls expressing concern regarding the recent protest at her home. She stated she was overwhelmed by the outpouring of support and kindness she received. She thanked Mayor Pro Tem Johnston and Council Members Gruber and Berzins for reaching out to her as well, noting she really appreciated their concern. She stated that while the protest of almost three hours was not violent, the Targeted Picketing Ordinance was not followed and the tactic of intimidation was not productive. She pointed out that even though she attempted to speak with the group, making demands was not a good way to expect real progress as instead constituents and neighbors were appalled. She reiterated her appreciation for the kindness extended to her by all those who reached out.

Ms. Barkman announced the call-in line number for those who wanted to speak was 855-695-3475 and \*3 would reach an operator.

Mayor Coffman stated those who wished to speak either on agenda or non-agenda items could call in at (855)695-3355 \*3 to be placed in the queue. He stated staff would introduce the speaker and they would have three minutes to speak. He stated individuals who would like to comment on public hearings or other agenda items have also been placed in a queue, the Clerk's office would call out the name of each individual when the appropriate agenda item was under consideration by Council. He stated speakers could continue to call 855-655-2475 \*3 to speak on an agenda item up until the City Clerk called the title at which point no additional calls for that item would be anticipated. He apologized for not reading those directions prior to the agenda item being heard.

8. **ADOPTION OF THE AGENDA**

Mayor Coffman stated item 14b would be moved forward on the agenda to precede item 9a and item 12a would be moved to the October 5, 2020 City Council agenda at the request of the applicant.

Motion by Gruber, second by Berzins, to adopt the agenda as amended.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

9. **CONSENT CALENDAR**

**General Business**



- a. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$180,578.00 for providing additional design phase services for the 36-inch Gun Club Pipeline from E. 56th Ave. to E. 64th Ave. Project, R-1838.  
Presenter: Fiori, Steven - Project Delivery Svcs Mgr - Aurora Water/Lathers, David, Senior Asst City Attorney
- b. Consideration to AWARD A SINGLE SOURCE CONTRACT to Fast Hosting Services LLC., Centennial, CO in the amount of \$585,000.00 for the annual subscription on the Tax Management Software System for the Finance Department through September 2021.  
Presenter: Vaughn, Trevor - Manager Of Tax And Licensing – Finance/Lathers, David, Senior Asst City Attorney
- c. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Willdan Financial Services, Temecula, California in the total amount of \$74,940.00 for consulting services to provide a Full Cost Allocation Plan and Comprehensive User Fee Study to the Finance Department. (R2016)  
Presenter: Lawson, Michael - Manager Of Special Projects - Finance/Lathers, David, Senior Asst City Attorney
- d. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Velocity Constructors, Englewood, Colorado in the amount of \$81,684.00 for the Binney WPF Pilot Plant Plumbing Project, Project No. 5784A.  
Presenter: Carter, Elizabeth - Principal Engineer- Aurora Water/Lathers, David, Senior Asst City Attorney
- e. Department of Local Affairs Peace Officer Mental Health Support Grant Program  
**Presenter:** Cernich, David - Police Lieutenant/Hernandez Perez, Hans, Assistant City Attorney II Civil

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

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

### **Final Ordinances**

- ♦ f. **2020-32** Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, rezoning 3 acres more or less in the vicinity of I-225 to the East, E. 17th Place to the North, and Colfax Avenue to the South, from residential low-density single family district (R-1) and business/tech district (I-1) to mixed-use transit-oriented development district (MUTOD) and amending the zoning map accordingly (FITZSIMONS VA LIGHTRAIL DEVELOPMENT ZONING MAP AMENDMENT)  
**Presenter:** Stephen E Rodriguez, Planning Supervisor - Planning & Development Service/Daniel Money, Senior Asst City Attorney
- ♦ g. **2020-33** Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, to amend the Saddle Rock East General Development Plan to allow indoor recreation as a permitted use within the plan (Achieve Sports Center Saddle Rock East GDP Amendment)  
**Presenter:** Liz Fuselier, Planner - Planning & Development Service/Daniel Money, Senior Asst City Attorney

Motion by Berzins, second by Coombs, to approve items 9f and 9g.



Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

Council Member Gruber called for a point of order and expressed concerns that the previous two items were combined.

Mayor Coffman pointed out both were approved unanimously upon introduction.

Daniel Brotzman, City Attorney, concurred, noting Council rules indicated items may be grouped together if they were approved unanimously upon introduction.

## 10. **RESOLUTIONS**

- ♦ a. **R2020-92** Consideration of a Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council's Support of a Prohibition on the Use of Ketamine by Aurora Fire Rescue and City Contractors ***(Due to this item being dual listed, the backup is included in 5a item of the Study Session Packet.)***  
**Presenter:** Council Member Gardner /Evans, Isabelle - Assistant City Attorney II Civil - City Attorney  
**Sponsor:** Council Member Gardner

Susan Barkman, Interim City Clerk, introduced the speaker on the item.

Motion by Gardner, second by Johnston, to approve item 10a.

Council Member Gardner discussed why he felt it was important to do this now. He pointed out there were currently several different investigations going on but specifically, Council hired an outside firm that included a medical expert who would conduct a review into the use of ketamine and the protocols around the City's use of ketamine. He stated it was really important to make sure the City was giving the right tools to their firefighters and paramedics to do their job and also clear direction on what tools Council wanted them to use. He stated Council would take the review results and make a more permanent decision. He noted it was important in the interim to take a pause and wait for the medical review to happen. He mentioned, for the benefit of the public, that the Colorado Society of Anesthesiologists recently requested the state issue a moratorium on the use of ketamine because the state was also conducting its own review of the ketamine process. He noted several people in the medical field have weighed-in with a similar ask and he noted that in developing this resolution, he spent a lot of time meeting with people to ensure that while one tool was being removed, it was replaced with another available tool. He stated he felt comfortable that it was and he clarified the moratorium would go into effect once the protocols were updated. He noted Aurora Firefighters would have to be trained in the new protocols so both of those things would have to happen and then the moratorium would expire 30-days after the delivery of the independent investigation report. He thought that was key because it did not make sense for Council to state they would review the drug and its safety as well as the City's protocol and then continue to use it. He stated his hope that he would have the support of his colleagues in this regard.

Mayor Coffman stated his support of the item until or if and when it was determined to be safe. He pointed out the City of Aurora has engaged an outside medical expert in this regard and the Colorado Department of Public Health and Environment was doing its own investigation into the efficacy and safety of ketamine so he felt it was only right to suspend the use of it until or if and when it was determined to be safe.



Council Member Marcano expressed appreciation to Council Member Gardner for bringing the emergency resolution forward. He agreed it was a topic of great interest to many. He clarified another ordinance that addressed the use of sedatives by law enforcement was making its way through the Public Safety Committee that would be heard at a future date. He stated he looked forward to having that discussion at that time.

Mayor Pro Tem Johnston stated her support for the item and noted her appreciation of Council Member Gardner's in-depth outreach in that regard. She noted she reached out to the Colorado Department of Public Health and Emergency's Colorado Emergency Medical Council, which was a team of physicians that granted waivers to municipalities to administer ketamine, and asked them to suspend that program. She stated it was currently under review at the state level. She expressed her hope the state would put a moratorium in place in this regard because this policy should not just be up to the City and Council behind it. She stated that was not happening and this was a way to state a study was happening and that the City was going to pause while the review was being conducted and the results reviewed. She stated this did not determine how the City would proceed after the study results were reviewed. She noted she had her own opinions about the use of ketamine in these situations and she looked forward to that robust discussion once the study was completed. She stated this was a reasonable decision in the meantime and there were alternatives for Aurora Fire Rescue to use in the meantime.

Council Member Hiltz stated her support for the item because it made sense to have a moratorium while the issue was being studied. She stated these conversations would continue in the Public Safety Committee. She stated her belief that Council Member Marcano's ketamine ordinance was scheduled for October.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- ♦ b. **R2020-81** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the Board of County Commissioners of the County of Arapahoe, State of Colorado and the City of Aurora, Colorado regarding High Plains Trail (E-470 Trail) Maintenance  
**Presenter:** Patricia Schuler, Manager of OS & Natural Res Op/Angela Garcia, Assistant City Attorney II Civil

Motion by Bergan, second by Gruber, to approve item 10b.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- ♦ c. **R2020-82** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, authorizing the execution and delivery of the Water Connection Fee Incentive Agreement between the City of Aurora, Colorado, acting by and through its utility enterprise, and Catalina Development Company, LLC.  
**Presenter:** Jennifer Orozco, Project Manager/McKenney, Christine, Client Group Manager

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

Council Member Bergan requested a staff presentation on the item.



Jennifer Orozco, Project Manager/McKenney, Christine, Client Group Manager, did so.

Council Member Murillo asked if the developer would move forward with the project without the incentive. Ms. Orozco stated the \$1M represented less than one percent of their total project cost, but it was significant in the sense that they would be paying \$4M+ in tap fees. Council Member Murillo asked if there were any income qualified or affordable units in the project. Ms. Orozco stated this was a market grade project comparable to others in the area. Council Member Murillo stated she wanted to support mixed-use innovative projects such as this one and noted she did like that a new option was being brought to the area but she felt more should be asked for in return when considering the incentive. She stated she did not support offsetting the developer's costs unless they were willing to support affordability.

Council Member Berzins stated she was on City Council in 2013 when the item was set up and noted it was set up for something just like this therefore, she supported using the money for it because that was what it was set up for. She pointed out it was a huge building that would bring a lot of housing to the area across from the Fitzsimons campus where a variety of people would be looking for housing.

Council Member Gruber stated his support for the item. He pointed out the offer was made to the business community in 2013 from the City that the City would allow them to have a tap fee if they could bring something exciting and special to the City that would allow the City to activate Transit Oriented Development near metro stations. He noted that was the deal the developer was asking the City to honor. He agreed the City should have more less-than-market-rate building because the Aurora Urban Renewal Authority had projects specifically designed to support less-than-market-rate going in very near to this area. He asked City Council to honor the deal.

Mayor Pro Tem Johnston raised the topic of traffic and roads, and her understanding that those concerns were worked out during the site plan phase. She pointed out a lot has changed since 2013 when many of these items were agreed upon and discussed the importance of outreach in this regard. She expressed concerns related to incentives being involved where the City agreed to provide additional funding without any community benefit.

Council Member Marcano echoed Mayor Pro Tem Johnston's comments and noted, because of that, he would not support the item.

Council Member Murillo pointed out the needs of her constituents and what was being implemented did not line up. She stated the City should use their limited resources judiciously and she noted she would be very hard when it came to what the City received in return for those incentives. She pointed out density did not bring in economic growth, and the trickle-down argument did not reach people especially service workers. She noted discussions about raising the minimum wage were ongoing and some on Council did not support that so if minimum wage was not raised, then as rents increased and wages did not, the City would be creating an exclusive place to live. She stated she has always heard from the building community that time was money and she had no doubt they would move quickly and efficiently should the item be approved but she pointed out wages and median income would not rise quickly. She stated that translated to people who have a median income not benefitting from these amenities. She reiterated she was about process and change but noted it had to be done in the right and equitable way and this project was not that.



Council Member Coombs concurred, noting affordability in terms of income-qualified and subsidized and the lack of affordable housing in the City was an issue. She stated that meant housing that was affordable to working people that might not income-qualify for programmatic housing. She stated a project like this was not affordable to people in the workforce. She stated there was a huge gap in that area, and she could not support the City giving \$1M to the project when the developers were not offering housing that filled in that workforce housing gap.

Council Member Berzins reiterated this deal was already set up and the \$1M was out of \$125M. She stated the lack of money would not stop the project but she felt not honoring the agreement would set a bad precedent for Council. She stated she would not fight it if Council Member Murillo did not want the project in Ward I but she reminded everyone that this was a beautiful project and the program was already set up and the project met the requirements of the program. She pointed out developers would not come back to Aurora if the City put all the strings on them.

Council Member Murillo stated she would rather incentivize other projects that actually provided a tangible benefit. She clarified she never stated she did not like the project, only that she had a hard time spending taxpayer dollars by incentivizing a project where people who already lived there and who paid into that tax base could not afford to live. She stated developers were well aware there were elections every four years and to pretend they were not aware of those changes was not right because a lot of things have changed from 2013 to 2020 and that was a really long time to make a promise and to not check in with Council to determine their priorities. She reiterated she wanted to support and incentivize development and agreed she did like parts of the project and that it could have positive to come out of it but she wanted to see the tangible parts of how it would be positive, and to her that was in affordability.

Council Member Hiltz concurred, noting there were developers across the City who were recognizing and have recognized that affordability was a big problem in the City, and while 100 percent of the solution could not be put on them, they have come to the table and asked what they could do to mitigate that concern. She stated that was in part because the Council was asking these questions and a lot of developers want to have the conversation. She stated that was not happening in this instance and it was something that has been going on for years. She stated she did not support the item with the incentive agreement because she agreed with Council Member Murillo that in today's day and age, to not have those conversations about an area that was rapidly increasing and at the top tier on a national rate of increase was poor planning.

Council Member Gruber mentioned the area in question was a vacant field that was located directly across the street from multiple hospitals and the medical people who worked in those hospitals had nowhere to live in Aurora. He stated they currently traveled in and out of the City every day therefore having housing across the street where professional people could live would increase the number of professionals in the area which was defined as a need in the City's housing needs. He pointed out the City said yes to the deal and promised the business community they would adhere to it if they followed the rules and by not doing so, the City was stating any deal they had prior to the last election no longer counted. He noted the City already had a reputation of being a bad business community because of the decisions the Council makes. He added this would be a major benefit to the City and noted that even if the developer put it up on his own without the City's incentive, the bad feelings that it would create would be shameful.



Council Member Marciano stated his doubts that the project would fall through for less than a percentage of the total overall cost. He noted elections did have consequences, noting he was on Council because he campaigned on a platform of affordable housing and on stopping the handing away of benefits on market rate projects.

Council Member Bergan stated there was a lot of discussion around Aurora not having a lot of housing in their market and she pointed out more housing would help in terms of affordability because decreasing the housing market made the prices rise. She stated it was a beautiful development that was perfect for this area. She stated the City was not operating on good faith if they did not honor the agreement they made. She stated it should be honored and that she supported the item.

Council Member Lawson stated this area of the City was intriguing because it had such a diversity of income and noted that while the hospitals were touted as the crown jewel, there should also be affordability. She did not agree with the incentive but agreed the project was nice but also that affordability was key to the area therefore she would not support the item.

Voting Aye: Bergan, Berzins, Gardner, Gruber

Voting Nay: Coombs, Hiltz, Johnston, Lawson, Marciano, Murillo

- ♦ d. **R2020-83** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, for the Intergovernmental Agreement between the City of Aurora and the South Aurora Regional Improvement Authority (SARIA) Regarding Quincy Avenue Lane Additions Improvement Project  
**Presenter:** Matthew Kozakowski, Transportation Project Delivery Manager/  
Michelle Gardner, Senior Asst City Attorney

Motion by Bergan, second by Gruber, to approve item 10d.

Council Member Bergan stated her understanding that the item related to funding and asked if SARIA would be responsible for the design or construction.

Matthew Kozakowski, Transportation Project Delivery Manager, stated the SARIA funds would be used by the City for design and construction.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- ♦ e. **R2020-84** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, for the Intergovernmental Agreement between City of Aurora and RTD for Certain Maintenance Contribution for the I-225 Light Rail Project  
**Presenter:** Matthew Kozakowski, Transportation Project Delivery Manager/  
Michelle Gardner, Senior Asst City Attorney

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

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- ♦ f. **R2020-85** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, authorizing the submission of an application to Great Outdoors



Colorado for a three-year grant to fund Outdoor Environmental Education and Passive Recreational Programs.

**Presenter:** Patricia Schuler, Manager of OS & Natural Res Op/ Angela Garcia, Assistant City Attorney II Civil

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

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- ♦ g. **R2020-86** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement No. 20-01.48 for Westerly Creek Drainage and Flood Control Improvements at Kenton Way between the City of Aurora, acting by and through its Utility Enterprise and the Urban Drainage and Flood Control District D/B/A Mile High Flood District.  
**Presenter:** Sarah Young, Deputy Director Water Plan/Engin/ Christine McKenney, Client Group Manager

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

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- ♦ h. **R2020-87** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving intergovernmental agreement NO. 20-01.47 regarding funding of Westerly Creek - Easterly Creek at 11th Avenue and Havana between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and The Urban Drainage and Flood Control District D/B/A mile High Flood District.  
**Presenter:** Sarah Young, Deputy Director Water Plan/Engin/ Christine McKenney, Client Group Manager

Motion by Coombs, second by Marciano, to approve item 10h.

Council Member Coombs requested a brief presentation by staff for the benefit of the public.

Sarah Young, Deputy Director Water Plan/Engin, did so.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- ♦ i. **R2020-88** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and the Metro Wastewater Reclamation District regarding interim Wastewater Treatment Facilities for Transport property in Box Elder Creek.  
**Presenter:** Sarah Young, Deputy Director Water Plan/Engin/ Christine McKenney, Client Group Manager

Motion by Berzins, second by Coombs, to approve item 10i.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo



- ♦ j. **R2020-89** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, Approving the Intergovernmental Agreement Between the City of Aurora and the Colorado Department of Transportation for Operation and Maintenance of Traffic Control Devices ***(Due to this item being dual listed, the backup is included in item 3b of the Study Session Packet.)***  
**Presenter:** Center, Lynne Deputy Director PW Operations/Gardner, Michelle, Senior Asst City Attorney  
**Sponsor:**

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

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- ♦ k. **R2020-90** Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado, approving the Contract for Purchase and Sale of Godfrey Ditch company Shares. ***(Staff Requests a Waiver of Reconsideration)***  
**Presenter:** Davis, Alexandra - Deputy Director Water Resources/Neitzel, Stephanie, Assistant City Attorney II Civil

Motion by Gardner, second by Berzins, to approve item 10k with a waiver of reconsideration.

Council Member Coombs requested a brief presentation by staff for the benefit of the public.

Alexandra Davis, Deputy Director Water Resources, did so.

Council Member Gruber asked if there would be any issues with water court or would the City own it free and clear. Ms. Davis stated the latter.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

- ♦ l. **R2020-91** Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado, concerning the sharing, subject to annual appropriation, of certain City use taxes and lodgers taxes with the 64th Ave. ARI authority in support of improvements to 64th Avenue being undertaken by such authority, its member districts, the e-470 Public Highway Authority and Adams County, and authorizing the execution and delivery of a contribution agreement and certain other actions in connection therewith  
**Presenter:** Velasquez, Terri - Director of Finance – Finance/Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Gruber, second by Gardner, to approve item 10l.

Council Member Coombs requested staff provide information related to the community benefits the developer agreed to as a part of the plan.

Terri Velasquez, Director of Finance, did so.

Council Member Coombs asked if there was also infrastructure the developer would construct.



Mark Wakevich, representing the applicant, answered affirmatively, and discussed additional community benefits agreed to by the applicant.

Mayor Pro Tem Johnston stated her support of the item and the public/private partnership, noting it was not just an ask of the City but additional entities as well.

Mr. Wakevich concurred, and further discussed the partnership related to the item.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- ♦ m. **R2020-93** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, for the Intergovernmental Agreement between the City of Aurora and Colorado Department of Transportation (CDOT) regarding funding for the 13th Avenue Multimodal Corridor Study ***(Due to this item being dual listed, the backup is included in item 3d of the Study Session Packet.)***  
**Presenter:** Worker-Braddock, Tom - Senior Planner - Planning & Development Service/Gardner, Michelle, Senior Asst City Attorney

Motion by Murillo, second by Coombs, to approve item 10m.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- ♦ n. **R2020-94** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, appointing two members of the Board of Directors of the Havana Business Improvement District ***(Due to this item being dual listed, the backup is included in item 2a of the Study Session Packet.)***  
**Presenter:** Argentar, Chad - Project Manager - Planning & Development Service/Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Gruber, second by Coombs, to approve item 10n.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- ♦ o. **R2020-95** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, to approve the Intergovernmental Agreement between the City and County of Denver, the Counties of Adams, Arapahoe and Jefferson, and the City pertaining to sharing the respite space operated by the City and County of Denver to house individuals experiencing symptoms of covid-19  
**Presenter:** Prosser, Jessica - Manager of Community Development - Housing and Community Services/Joyce, Tim, Assistant City Attorney II Civil

Motion by Marciano, second by Coombs, to approve item 10o.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- p. **R2020-96** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, authorizing the assignment of the City's private activity bond allocation for 2020 to the Aurora Housing Authority and providing other details in connection therewith ***(Due to this item being dual listed, the backup is included in item 2d of the Study Session Packet.)***



**Presenter:** Prosser, Jessica - Manager of Community Development - Housing and Community Services/Joyce, Tim, Assistant City Attorney II Civil

Motion by Bergan, second by Murillo, to approve item 10p.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

- ♦ a. **2020-34** Public Hearing and Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, zoning 25.65 acres of land, more or less, generally located West of Powhaton Road and between East 6th Avenue to the North and East Alameda Avenue to the South, within the County of Arapahoe, State of Colorado, to Residential – Medium Density District and amending the zoning map accordingly (XCEL/ADONEA INITIAL ZONING)  
**Presenter:** Loomis, Ryan - Senior Planner - Planning & Development Service/  
Money, Daniel, Senior Asst City Attorney

Mayor Coffman opened the public hearing on the item.

Daniel Money, Senior Asst City Attorney, provided a brief overview of the item.

Brandon Cammarata, Planning, Manager, concurred and further discussed the item.

Mayor Coffman closed the public hearing on the item.

Motion by Gruber, second by Johnston, to approve item 11a.

Council Member Gruber stated the reason the annexation was necessary was to provide roads through the area.

Mr. Cammarata concurred.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

12. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

- a. Public Hearing and Consideration of a Call up of a decision by the Planning and Zoning Commission which unanimously approved an Oil and Gas Location applied for by GMT Exploration Company.

The Council may approve the Oil and Gas Location and recommend vesting of property rights as per the Unified Development Ordinance Section 146-5.3.16, if:

1. The applicant has selected a location which is protective of public health, safety, welfare including protection of the environment and wildlife resources; and

2. The application complies with the Criteria for Approval:

a. the application complies with the applicable standards of the UDO and other adopted City regulations any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

b. the application is consistent with the Comprehensive Plan;

c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the



surrounding area;

d. The proposed use will not change the predominant character of the surrounding area;

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

f. The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application; and

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

3. The location complies with COGCC setback requirements (as verified by staff).

4. An alternative location analysis process for oil and gas locations or facilities was performed by the applicant.

**Presenter:** Jeffrey Moore, Oil & Gas Division Manager, General Management/Best, Ian, Assistant City Attorney I Civil

**Applicant:** Hans Schuster et al, GMT Exploration

13. **ORDINANCES FOR INTRODUCTION**

- ♦ a. **2020-35** Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, amending Chapter 102 of the City Code of the City of Aurora, Colorado, relating to the General Employees' Retirement Plan

**Presenter:** Terri Velasquez, - Director of Finance/Hans Hernandez Perez, Assistant City Attorney II Civil

**Outside Speaker:** Steve Shanks, GERP Administrator

Motion by Gruber, second by Marciano, to approve item 13a.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

14. **RECONSIDERATIONS AND CALL-UPS**

- a. RECONSIDERATION OF RESOLUTION R2020-22 – Concerning the Continuation of the City Manager's Disaster Declaration.

**Staff Source:** Jim Twombly, City Manager

**Presenters:** Matt Chapman, Fire Battalion Chief/Nancy Rogers, Deputy City Attorney/Rachel Allen, Client Group Manager/Isabelle Evans, Assistant City Attorney II

Motion by Coombs, second by Marciano, to approve item 14a.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- b. RECONSIDERATION OF RESOLUTION R2020-24 - to Suspend Certain Council Rules.

**Staff Source:** Susan Barkman, Interim City Clerk/Dan Brotzman, City Attorney

Motion by Berzins, second by Marciano, to approve item 14b.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo



15. **GENERAL BUSINESS**

- a. Consideration to appoint two (2) members and to the Veterans Affairs Commission  
**Presenter:** Susan Barkman, Interim City Clerk/David Lathers, Senior Asst City Attorney

Motion by Bergan, second by Bergan, to appoint Charles Fox and Jeremy Lammon to the Veterans Affairs Commission.

Council Member Bergan stated both gentlemen would be assets to the commission and she was glad they applied.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- b. Consideration to appoint two (2) members to the Aurora Fox Arts Center Board  
**Presenter:** Susan Barkman, Interim City Clerk/David Lathers, Senior Asst City Attorney

Motion by Murillo, second by Coombs, to appoint Kelly Moran and Leon Duran to the Aurora Fox Arts Center Board.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- c. Consideration to appoint one (1) member of the Joint Water Authority  
**Presenter:** Dan Mikesell, Aw Dir Of Operations/David Lathers, Senior Asst City Attorney

Motion by Gruber, second by Berzins, to appoint Dan Mikesell and Alexandra Davis of the Joint Water Authority.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

- d. Consideration to appoint one (1) member to the Homestake Steering Committee  
**Presenter:** Mikesell, Dan - Aw Dir Of Operations/David Lathers, Senior Asst City Attorney

Council Member Berzins stated the one and only female mayor, Norma Walker, signed on the Homestake Steering Committee.

Motion by Berzins, second by Bergan, to appoint Steve Sciba to the Homestake Steering Committee.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

16. **REPORTS**

- a. Report by the Mayor

Mayor Coffman reminded everyone that the City of Aurora had a COVID-19 testing center located at the Aurora Sports Park, noting it was open from 8:00 a.m. to 4:00 p.m. and it was free and quick. He stated the results were expected within four days and he encouraged everyone with or without symptoms to consider getting tested if they have not.



b. Reports by Council

Mayor Pro Tem Johnson announced the appointment of Patrice Traylor to the Citizens Advisory Budget Committee, and the cancellation of the Ward II Town Hall meeting for September.

Council Member Berzins discussed the success of the recent Ward III Town Hall meeting and announced the upcoming Ward III meeting was scheduled for Thursday, October 22, 2020 and would be held virtually at 7:30 a.m. She wished everyone a good week.

Council Member Lawson announced the upcoming 6<sup>th</sup> class of the Civic Engagement Academy which would be virtual this year. She stated applications were being accepted at this time.

Council Member Bergan announced the Ward VI Town Hall meeting was scheduled virtually on Wednesday, September 16, 2020 from 6:00 p.m. to 8:00 p.m. where the agenda would include Chief Wilson presenting on School Resource Officers (SRO) and Marshall Brown, Director, Aurora Water, presenting on the new water rate methodology.

Council Member Murillo announced the Ward I Town Hall meeting was scheduled virtually on Thursday, September 24, 2020 at 6:00 p.m. and she recognized September 15 through October 15 as National Hispanic Heritage Month.

Council Member Hiltz announced the Public Safety Committee meetings would go back to being held once a month and she expressed appreciation to staff for their support for when the meetings were being held once a week due to the large number of topics that needed to be discussed.

Council Member Gruber announced the upcoming metro district meeting was scheduled for Thursday, November 5, 2020, noting more information would be provided. He provided a Space Command update, noting Aurora was a candidate and they were in ongoing discussions with the Lieutenant Governor's office related to how a tour could be conducted for the final evaluation within the November timeframe.

Council Member Marciano announced the Ward IV Town Hall meeting was scheduled for Thursday, September 16, 2020 at 6:30 p.m., noting it would be digital and simulcast on Facebook Live. He stated a traffic presentation and an open Q & A would take place.

Council Member Coombs announced the appointment of Michelle Redding of Drydock Brewery to the Business Advisory Board and stated the Ward V Town Hall meeting was scheduled for Tuesday, September 15, 2020 at 6:30 p.m. where Greg Hayes, Budget, would provide a budget presentation, Public Safety representatives from Aurora Fire and Police would provide updates and an open Q & A were planned. She wished everyone a great night.

17. **PUBLIC INVITED TO BE HEARD**

None

18. **ADJOURNMENT**



Mayor Coffman adjourned the regular meeting of City Council at 9:31 p.m.

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MIKE COFFMAN, MAYOR

ATTEST:

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Susan Barkman, Interim City Clerk



RESOLUTION NO. R 2020-\_\_\_\_\_

A RESOLUTION BY THE CITY COUNCIL OF AURORA, COLORADO, TO  
SUSPEND CERTAIN COUNCIL RULES

WHEREAS, on March 13, 2020, the City of Aurora declared a local state of emergency due to the outbreak of COVID-19; and

WHEREAS, the City of Aurora City Manager declared a local state of disaster on March 18, 2020; and

WHEREAS, this public health incident has required a change in operations and policy for the City of Aurora; and

WHEREAS, pursuant to Article III, Section 8 of the City Charter, the City Council promulgates Rules of Order and Procedure to govern the conduct of its meetings; and

WHEREAS, the City Council wishes to continue to conduct its business for the City of Aurora in a manner that promotes the health, safety, and wellbeing of its members and the citizens of the City of Aurora and minimize the spread of COVID-19; and

WHEREAS, the City Council wishes to have the option, during this public health incident, to conduct meetings via teleconference for City Council meetings and the meetings of the policy committees and certain boards and commissions; and

WHEREAS, the City Council has determined that certain of its Rules of Order and Procedure should be suspended to facilitate the conduct of business in a safe manner that promotes the health of citizens of the City of Aurora.

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

Section 1. As set forth in this resolution, the City may hold all meetings of the City Council (executive session, study session, and formal Council meetings), Council policy committee, Civil Service Commission, Planning & Zoning Commission, and Board of Adjustments and Appeals via teleconference or other similar digital conferencing tool.

Section 2. To that end, any rules contained in the Rules of Order and Procedure for the City Council related to the following matters are hereby suspended:

- All rules governing the location of meetings
- All rules requiring in-person attendance at meetings
- All rules that would, in any way, prohibit electronic or remote attendance or participation, consistent with all other Rules, by Council, committee, commission, or board members



- All rules mandating a specific order of business
- All rules that would in any way prohibit electronic or remote attendance and comment by the public through a process to be determined by the City Clerk

Section 3. These rules shall remain suspended up to and including the regularly scheduled City Council meeting on May 4, 2020. Thereafter, the City Council may vote to extend the period of suspension or to terminate the suspension as deemed necessary based on the emergency conditions present on that date.

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

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
STEPHEN RUGER, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_

   
Isabelle Evans, Assistant City Attorney





## City of Aurora Council Agenda Commentary

Item #: 9a  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Carollo Engineers, Inc., Littleton, Colorado in the amount of \$ 4,435,243.00 for professional engineering services for the Griswold Water Purification Facility (WPF) Solids Handling Improvements Project, R-2047.

**Item Initiator:** Jones, Nathan - SR Procurement Agent - Finance

**Staff Source:** Carter, Elizabeth - Principal Engineer - Aurora Water

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 3.4--Maintain a reliable water system

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

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

The award of the openly solicited contract to complete a solids study and preliminary design services for the Griswold Water Purification Facility Project, Project No. R-1817 to Carollo Engineers in the amount of \$255,684.000 was reported on the Weekly Report To Council April 24, 2017.

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

The existing solids handling facilities at the Griswold Water Purification Facility (WPF) were constructed in 1972 and consist of three washwater recovery lagoons that use evaporation and underdrains for solids thickening. Over time, the sand layer has become compacted with solids, slowing the drying process and limiting plant capacity. Sand has also been found in the lagoon drain pump station, indicating that the underdrain pipes are also filling with sand. The washwater recovery lagoons have reached the end of their useful life and are limiting plant capacity with these system challenges. In addition, the associated process systems, the filter backwash supply, filter to waste, and backwash recycle systems are also limiting the facility's treatment capacity. In order to reliably dry solids and meet the rated treatment capacity, solids handling and filter backwash improvements are needed.

A solids handling study was completed in 2017. The study evaluated various solids handling alternatives and associated process improvements. The study recommended installation of new sand drying beds to improve the facility's solids dewatering capacity and to reduce the quantity and cost of solids disposal. The study also recommended improvements to the backwash pumping and washwater recovery water systems. Based on the Association for the Advancement of Cost Engineering International (AACEI) Level 4 cost estimate developed during the study, the Griswold Solids Handling construction project is anticipated to cost approximately \$24M for construction.



## **Request for Proposal Results**

Aurora Water is requesting the approval of an openly solicited award for professional engineering services for the Griswold WPF Solids Handling Improvements Project to Carollo Engineers, Inc. in the amount of \$ 4,435,243.00. This project will replace the existing solids drying lagoons with new filter backwash recovery basins utilizing sand drying bed technology similar to the system recently constructed at the Wemlinger WPF. The project will also include the recommend process improvements needed for a complete rehabilitation of the solids handling processes, including the recommended backwash and filter to waste improvements. In addition to the engineering design, Carollo Engineers, Inc., will provide control programming services, bid services support, and construction phase engineering support services. Due to the complexity of the project, the engineering services during construction include full time support for the 16 month project duration. No Aurora firms submitted proposals for this project.

Griswold WPF will be placed out of service when construction activities begin in the fall/winter of 2021/2022 during a planned facility shutdown. The design and programming effort will complete in the summer of 2021 with a bid planned for construction the fall of 2021. This timing will allow for acquisition of equipment in advance of the plant shutdown, advancing the construction and maximizing the time available for construction. A portion of solids handling system will be operational by the spring of 2022 when the plant is placed back in service.

The proposed engineering services were solicited under a formal competitive Request for Proposal (RFP) using a qualification-based selection process where the top ranked firm is selected for the award of the contract. Four firms submitted proposals in response to this RFP; 1) Carollo Engineers, Inc. 2) Jacobs, 3) Brown & Caldwell, and 4) Stantec. Carollo Engineers, Inc. was selected as the top ranked firm. Carollo Engineers, Inc. has a unique understanding of the project because they completed the solids handling improvements design for the Wemlinger WPF and prepared the solids handling study for the Griswold WPF.

As a result, a detailed scope of work, project schedule and price proposal in the not to exceed amount of \$ 4,435,243.00 was negotiated with Carollo Engineers, Inc. for providing the required engineering services. The proposed design cost is approximately \$1.7M of the award which is 7% of the total estimated construction cost and the service during construction (including programming services) is approximately \$2.7M of the award which is 11% of the construction cost. Both percentages are within industry standards for treatment projects and the total project cost is comparable to the recently completed the similar solids handling project at the Wemlinger WPF. The specific details regarding the proposed scope of services and cost breakdowns are shown in Attachment 1 to this commentary. The labor rates are consistent with recent projects completed by Carollo. Based on the above, the agreed upon price proposal for providing the services is considered to be fair and reasonable.

## **Recommendation**

Based on the above, staff recommends that the City award the openly solicited contract to Carollo Engineers, Inc., Littleton, Colorado in the amount of \$ 4,435,243.00 for professional engineering design services and construction phase engineering support services for the Griswold Water Purification Facility (WPF) Solids Handling Improvements Project.



### QUESTIONS FOR COUNCIL

Does City Council approve the contract with Carollo Engineers, Inc., Littleton, Colorado in the amount of \$4,435,243.00 for professional engineering design services and construction phase engineering support services for the Griswold Water Purification Facility (WPF) Solids Handling Improvements Project?

### LEGAL COMMENTS

Contracts for purchase of supplies, services, or construction shall be awarded to the lowest responsive bidder or to the most advantageous proposal. Sec. 2-671 of the City Code

Each request for proposal shall define the method of evaluation to be used to select the most advantageous proposal. The factors to be considered in determining the most advantageous proposal shall include but not be limited to the following:

- Technical ability
- Previous experience and performance
- Qualifications of personnel
- Ability to meet schedule; and
- Price

Section 2-671 (4) of the City Code (Lathers)

Every award of a purchase order or contract worth \$2,000,000.00 or more requires City Council approval (City Code § 2-672(5)). (Lathers)

### PUBLIC FINANCIAL IMPACT *(If Yes, EXPLAIN)*

☒ Yes ☐ No

Funding for this contract will be from Capital Improvement Program, Water Fund, in the amount of \$4,435,243.00.

**ORG USED:** Griswold WtrPlnt Renov (52616)

### PRIVATE FISCAL IMPACT *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

Not Applicable.

### EXHIBITS ATTACHED:

1. Weekly Report To Council April 24, 2017.pdf
2. Carollo scope schedule fee.pdf



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

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID / RESULTS
<b>CAROLLO ENGINEERS</b>  <b>BROOMFIELD, CO</b>  Dept: Water	<p>Award an openly solicited contract to Carollo Engineers to complete a Solids Study and preliminary design services for the Griswold Water Purification Facility.</p> <p>The engineering services were solicited under a formal competitive Request for Proposals (RFP) using a qualifications-based selection process where the top-ranked firm is selected for contract award. Due to the nature of the services, price is not a factor in the selection of the top-ranked firm. Price is negotiated with the top-ranked firm only.</p> <p>Carollo Engineers was selected as the top-ranked firm out of the four (4) firms that responded. All of the firms were evaluated based on the following criteria contained in the RFP:</p> <ol style="list-style-type: none"> <li>1. Experience &amp; Competence of Project Team;</li> <li>2. Project Descriptions &amp; References;</li> <li>3. Project Sequence &amp; Methodology; and</li> <li>4. Overall Impression of Proposal.</li> </ol> <p>As a result, a detailed scope of work, project schedule and price proposal in the not-to-exceed amount of \$255,684.00 were negotiated with Carollo Engineers. The hourly rates proposed are comparable and even lower in some instances to Carollo's approved MESA V hourly rates. Based on the above, the price proposal is considered to be fair and reasonable.</p> <p><i>This award is the result of an open solicitation where the City received at least three offers, and the price was negotiated with the top ranked firm on the basis of qualifications. 2-672-(a), (3), (a) (2)</i></p>	<b>\$255,684.00</b>	<b>R-1817</b>  Burns & McDonnell Engineering, Inc.  CH2M Hill Engineers, Inc.  <b>Carollo Engineers</b>  Mott MacDonald, LLC



**City of Aurora**  
**Griswold WPF Solids Handling Improvements Design, Construction Phase, and**  
**Programming Services**

**Attachment 1:      Scope of Work**  
**September 3, 2020**

## **GENERAL PROJECT DESCRIPTION**

The Engineering & Planning Division of Aurora Water (City) is contracting with Carollo Engineers, Inc. (Consultant) to provide engineering services for final design of improvements to the Griswold Water Purification Facility (Griswold WPF) Solids Handling System in Aurora, Colorado. The project will consist of a new solids handling system which shall include backwash recovery basins that utilize sand drying bed technology similar to the technology installed at the Wemlinger WPF, a backwash recovery pump station, a new waste washwater pipeline (that can separate filter-to-waste), a new backwash pumping system including isolation valves for the backwash/filter-to-waste header, and other miscellaneous improvements.

The Griswold WPF has a nameplate design capacity of 80 million gallons per day (mgd). The facility utilizes a direct filtration treatment train of rapid mixing, a contact basin for flocculation, dual media high rate filtration, disinfection, and a clear water reservoir for storage. Currently, filter backwash waste (BWV) and filter-to-waste (FTW) streams are sent to three washwater recovery lagoons (WRL). Water is removed from the lagoons by decant or flow through the sand/underdrain system for eventual recycle back to the head of the plant (back to the front of the operating lagoons in the case of underdrain flow) or for off-site irrigation. Dried solids in the lagoons are tested, removed, and hauled to the appropriate disposal facility depending on the level of radioactivity in the solids.

The sand drying bed improvements consist of six sand drying beds and the associated ancillary facilities, which have an actual annual solids loading capacity of 1,120,000 dry lbs. The provided capacity meets the solids projections used for the analysis in this study beyond year 2045.

The following tasks provide the Scope of Services for this Project.

- Task 100 – Project Management and Coordination (Design)
- Task 200 – Preliminary Design and Survey and Geotech
- Task 300 – Workshops
- Task 400 – Final Design
- Task 500 – Bid Period Services
- Task 600 – Project Management and Coordination (ESDC)



- Task 700 – Submittals, RFIs, and Change Orders
- Task 800 – Onsite Resident Inspection and Field Engineering
- Task 900 - Startup, Testing, and Initial Operations Assistance
- Task 1000 – Record Drawings
- Task 1100 – Operations and Maintenance Manual
- Task 1200 – Programming Services

## **Task Series 100 – Project Management and Coordination (Design)**

- Task 110 - Monitor project progress, provide invoices. This includes a monthly progress report which states the following:
  - S-curve showing the originally planned progress, the current task completion curve and the budget curve.
  - Any out of scope items that require approval from the City.

**Assumptions:** Approximate 10-month project duration (10 invoices).

### **City Inputs:**

- Confirm schedule for project meetings, workshops, and review times.
- Review invoices and progress reports and provide comments and feedback.

**Deliverables:** Monthly progress reports which include invoices and progress reports with s-curve and schedule (with completion status for each task item). Deliverables shall also include action/decision logs documenting project decisions. Consultant shall provide internal review comments on design and responses to City upon request.

## **TASK SERIES 200 - SURVEY AND GEOTECH**

- 
- Task 220 - Site Survey and Geotech: The City shall provide the following:
  - A topographic survey and contour map (one-foot digital terrain model) with a minimum of 250 feet outside the estimated limits of construction.
  - The City shall provide one follow up visit to the site to capture geotechnical boring locations.
  - Geotechnical Investigation: The City shall engage a geotechnical engineer to perform geotechnical investigation for the project. The Designer shall provide direction as to the scope of the work.
  - The geotechnical investigation will be summarized in a Geotechnical Interpretive Report. This report will:
    - Include detailed test boring report and the results of the field exploration and the laboratory testing.
    - Provide site vicinity map and a boring location plan.



- Provide backwash recovery basin and pump station design recommendations, including: foundation type and bearing pressures, lateral earth pressures, and surface and subsurface drainage recommendations.
  - Provide pipeline design recommendations including: modulus of soil reaction (E'), seepage control, and concrete cement type and pipeline restraint system.
  - Provide recommendations for design specifications, including: unstable grade mitigation, backfill and compaction requirements, and pipeline backfill types.
  - Provide construction recommendations, including: temporary slope excavation, bedrock and oversized material excavation, and dewatering considerations.
  - The geotechnical engineer will also review the 100 percent design plans and specifications.
- Task 230 – Potholes
  - The Design shall carry a \$20,000 allowance for potholing critical utilities to confirm the design.
- Task 240 – Stormwater Management Plan for PROS for the Griswold WPF site during construction
  - Phased SWMP for Griswold
  - Fiscal security calculation and SWMP for Griswold WPF site
- **Assumptions:** City provided survey to the Designer. City shall survey geotechnical boring locations. City shall contract directly with the Geotechnical engineer.
- **City Inputs:** Review by Aurora Water (SWMP)
- **Deliverables:** Stormwater Management Plan for PROS.

## **TASK SERIES 300 - WORKSHOPS**

The Workshop task will include the following elements:

- Task 310 – Griswold Solids Handling Improvements Kickoff Meeting
  - Conduct workshop with Aurora Water staff to discuss the Solids Handling Improvements preliminary design report and walk through the differences between engineered lagoons and sand drying beds. Also review all of the Designer proposal idea such as the positioning of the basins with respect to prevailing wind and sun exposure. This shall be summarized in a TM.
- Task 320 – Griswold Solids Handling Improvements Progress Meetings
  - Conduct progress meetings (5) to review the status of the design.
- Task 330 - 30% Design Review Meeting
  - Review and discuss City comments on the 3D model and design plans and specifications list associated with the project
- Task 340 - 60% Design Review Meeting



- Review and discuss City comments on the 3D model and design plans and specifications associated with the project
- Task 350 - 90% Design Review Meeting
  - Review and discuss City comments on the 3D model and design plans and specifications associated with the project
- Task 360 - 100% Design Review Meeting
  - Review and discuss City comments on the 3D model and design plans and specifications associated with the project
- Task 370 - CDPHE Review Meeting
  - Review meeting to walk through the project with CDPHE. This will occur around the 30% design level.
- **Assumptions:** None
- **City Inputs:** Provide dates that staff can attend workshops. Provide comments on the deliverables within 14 working days of delivery.
- **Deliverables:** Drawings and specifications as well as a 3D model for each phase of the design. These drawings will also be submitted to CDPHE for review (60%) along with the original Griswold solids study and the TM developed at part of Task 310.

## TASK SERIES 400 - FINAL DESIGN

The Final Design task will include the following elements:

- Task 410 - Design Drawings:
  - Includes development of drawings assuming 259 drawings (Exhibit B). Design will be based on the recommendations from the Griswold Solids Study and Predesign dated March 2018.
- Task 420 - Specifications:
  - Includes the development of specifications. The City will provide front end (Division 0) specifications. The Designer shall prepare all Division 1 and technical specifications. This shall include a detailed site specific control narrative similar to the Wemlinger WPF solids handling system design and in alignment with the Griswold WPF PLC programming.
- Task 430 - Progress Submittals:
  - Prepare 30 percent, 60 percent, 90 percent and 100 percent level design drawings and specifications for review. The City will review each submittal, resolve conflicting comments and combine all review comments for each submittal into one package, and submit comments to the Designer. The owner will have a three-week review period for each progress submittal. All review packages will have a 3D model to provide the City with the ability to visualize the structure and understand how the solids handling improvements will work.
- Task 440 - Opinion of Probable Construction Costs (OPCC):



- Prepare OPCC two (2) weeks after the 30, 60, 90, and 100 percent submittals. The 30 percent OPCC shall be an AACE Class 4 estimate, the 60 percent OPCC shall be a Class 3 estimate, and the 90 and 100 percent estimates shall be Class 1 estimate.
- Task 450 - QA/QC:
  - Reviews of drawings and specifications by the Designer's staff. Designer's internal review comments can be made available to the City upon request.
- **Assumptions:**
  - Consultant quality review occurs throughout the design
  - Drawing set includes an estimated 259 drawings (see attached).
  - CDPHE Submittal
    - One round of CDPHE review comments will be addressed.
    - Package will be submitted at 60 percent and 100 percent design phases.
- **City Inputs:**
  - Decisions on detailed design
  - Review and comment of deliverables (three (3) week turn around)
  - Review and comment on logs
- **Deliverables:**
  - 30, 60, 90, and 100 percent Plans and Specifications (electronic copies) and 3D model PDF
  - 30, 60, 90 and 100 percent OPCC
  - 100 percent Plans and Specifications (10 hard copies - half size) and 3D model PDF
  - Lagoon closure plan.
  - City of Aurora code review and site civil plan review set.

## **TASK SERIES 500 - BID PERIOD SERVICES**

The Bidding Task will include the following elements:

- Task 510 – Assistance with Advertising/Prebid:
  - Assist with pre-bid meeting and provide technical input. The City shall distribute bid documents and maintain a plan holders list.
- Task 520 – Addenda:



- Provide two (2) Addenda to the City to address changes during the bid period and to address final comments from 100 percent deliverable.
- Task 530 – Prepare Conformed Bid Documents:
  - Incorporate addenda into a complete set of drawings and specifications.
- **Assumptions:**
  - Contractor will be selected from list of prequalified bidders.
- **City Inputs:**
  - The City will make copies and distribute construction documents and addenda to the contractors during bidding.
- **Deliverables:**
  - Conformed construction documents (5 half size hard copies to the City, 10 full size copies to contractor, and electronic copies to each)
  - Electronic originals for the City to make copies
  - Provide two (2) addenda to the City.
  - The Designer will answer design related questions during bidding. City will answer contracting and other questions from contractors.

## **ENGINEERING SERVICES DURING CONSTRUCTION**

The following tasks provide the Scope of Services for this Project.

- Task 600 – Project Management and Coordination
- Task 700 – Submittals, RFI's, and Change Orders
- Task 800 – Onsite Resident, Inspection, and Field Engineering
- Task 900 – Startup, Testing, and Initial Operations Assistance
- Task 1000 – Record Drawings
- Task 1100 – Operation and Maintenance (O&M) Manual

### **Task Series 600 – PROJECT MANAGEMENT AND COORDINATION**

- Task 610 – Twice per Month Construction Meetings
  - Assumes 14 month schedule. Resident Engineer conducts/assists City of Aurora Project Manager in conducting meeting and attends every meeting. Project Manager attends every other meeting (half of total meetings for 14-month period)
- Task 620 – Two Additional Meetings



- Two additional meetings for the project manager.
- Task 630 – Progress Reports: Monitor project progress, provide invoices. This includes a monthly progress report which states the following:
  - S-curve showing the originally planned progress, the current task completion curve and the budget curve.
  - Any out of scope items that require approval from the City.
- Task 640 – Pre-Construction Conference
  - Schedule, coordinate, and conduct with City of Aurora Project Manager one preconstruction conference. An agenda will be prepared in advance to notify attendees of key items for discussion. Meeting notes will be prepared and distributed to attendees within 10 days of the conference.
- Task 650 – Documentation System Set-Up
  - Coordinate set up of EADOC construction documentation management system.

**Assumptions:** Approximate 16-month project duration (16 invoices).

**City Inputs:**

- Confirm schedule for construction meetings.
- Review invoices and progress reports and provide comments and feedback.

**Deliverables:** Monthly progress reports which include invoices and progress reports with s-curve and schedule (with completion status for each task item). Meeting minutes.

## **TASK SERIES 700 – SUBMITTALS, RFI'S, AND CHANGE ORDERS**

- Task 710 – Review of Contractor Submittals
  - Coordinate and manage the shop drawing and submittal review process, in conjunction with the City of Aurora Project Manager, between the design engineer and the contractor. All submittals will be handled using the EADOC documentation system. Provide review of Contractor submittals.
  - Assumes 660 Submittal Reviews
- Task 720 – Responses to RFIs
  - Coordinate and manage the RFI process, in conjunction with the City of Aurora Project Manager, between the design engineer and the contractor. All RFIs will be handled using the EADOC documentation system. Provide responses to Contractor RFIs.
  - Assumes 250 RFIs
- Task 730 – Change Orders
  - Review change order requests in conjunction with the design engineer to determine changes in scope and conditions. Prepare and process approved change orders and incorporate them into the contract. Prepare a log for tracking all potential change orders and agreed upon change orders.
  - Assumes 20 Change Orders
- **Assumptions:** Assumes 660 submittal reviews, 250 responses to RFIs, and processing 20 change orders.



- **City Inputs:** Coordination and gathering of City comments on submittal reviews, RFI responses, and change orders.
- **Deliverables:** Submittal reviews, RFI responses, and change orders

## **TASK SERIES 800 – ONSITE RESIDENT, INSPECTION, AND FIELD ENGINEERING**

- Task 810 – Onsite Resident Engineering and Inspection
  - Provide full time presence (40 hours per week for construction services for 8 months, 50 hours per week for construction services for 8 months, and 30 hours/week for 16 months for the construction manager. Duties for the construction manager shall be:
    - The Consultant will focus on Owner's-side contract administration and management of the activities required of the Engineer throughout construction as set forth in this Scope of Services and under the technical specifications and drawings of the Contract Documents, as well as the below listed activities, including the special inspections by Engineer. The City shall cause the Contractor to provide an adequately equipped office for Consultant's use over the duration of the Project (16 months full time).
    - Project Management – The Consultant shall manage entire ESDC budget and will prepare monthly construction progress reports for the City. The monthly progress report will include a construction progress report summarizing Contractor's progress throughout the construction phase.
    - Document Management System Training and Use – The City shall provide EADOC system for document management. The Consultant anticipates the EADOC system will be customized by City to meet the needs of each party and will be maintained by City for the duration of the Project.
    - Pre-Construction Conference – The Consultant shall conduct 1 pre-construction conference.
    - Coordinate with Operations Staff and Owner Management Team – Consultant shall coordinate all construction activities with plant operations staff and City management personnel as needed to ensure no unintended disruption to operations and to schedule and coordinate major construction activities and equipment deliveries.
    - Bi-Weekly Construction Progress Meetings - The Consultant shall attend bi-weekly construction progress meetings throughout the entire 16 month



construction period with the Contractor. It is assumed that up to 2 meetings per month will be held throughout the 16 month construction period, with frequency depending on Project progress and status for a total of up to 32 meetings. The Consultant assists City of Aurora Project Manager in conducting meetings and attends every meeting. It is assumed the City of Aurora Project Manager will be responsible for producing meeting minutes. The Consultant shall provide management or discipline engineering (e.g., civil, mechanical, structural, electrical, I&C, or other engineering disciplines as required) for meeting participation at up to ten (10) meetings, as requested by the Contractor and/or City. Meetings are anticipated to require 3 hours/meeting.

- Change Orders – The Consultant shall evaluate and provide recommendations to City regarding Change Order proposals. The Consultant shall coordinate engineering calculations, drawings, and specifications with the Contractor as necessary to describe the Change Order work and associated pricing and cost adjustments. The Consultant will prepare, manage, and process all change order forms incorporating drawing and specification changes. The Consultant, along with the City, will review and negotiate all scope-of-work, pricing and cost adjustments for Change Orders.
- Resolve Conflicts and Notification – The Consultant shall work with all parties involved to avoid, mitigate, and resolve potential conflicts or unexpected events as needed throughout construction. City shall be advised of any problematic conflicts, disputes, or unexpected events as soon as practical by the Consultant.
- Shop Drawing Submittals and Resubmittals - The Consultant shall track and monitor the submittals (i.e. samples, shop drawings, test results, product data, vendor O&M manuals, and other data) transmitted by the Contractor/City to assure conformance to the requirements of the technical specifications and drawings of the Contract Documents.
- The Consultant shall timely review and respond to the Contractor's submittals. Consultant shall review and return submittals within the calendar days set forth in the technical specifications and drawings of the Contract Documents for the Project.
- RFIs - The Consultant shall timely review and respond to RFIs submitted by the Contractor.
- Prepare Field Memos and Clarifications – The Consultant shall coordinate and manage project communication through the preparation of field memos and clarifications of Drawings and Specifications, as



requested by the City or the Contractor. Memos shall be created and managed in EADOC to allow tracking of their status and outcome.

- Construction Progress Reporting - The Consultant shall review and finalize periodic daily construction reports prepared by itself and 3<sup>rd</sup> party special inspectors.
  - Review Construction Schedule – The Consultant shall review and monitor the Contractor's construction schedule, including updates and revisions, in accordance with the technical specifications and drawings of the Contract Documents in order to provide a brief summary to the City in conjunction with the Twice per Month Construction Meetings. The review will focus on Contractor's submitted schedule information for key elements such as maintaining overall progress, logic, duration of activities, duration of commissioning and process start-up, and construction sequencing constraints and milestones.
  - Review Monthly Progress Payment Requests – The Consultant shall evaluate the monthly progress payment requests from the Contractor and recommend payment by the City if Contract Document requirements are met, including project schedule. The Consultant will compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request with the Contractor. Assume 16 monthly payment requests.
  - Record Drawings - The Consultant shall monitor and review the Contractor's set of Record Drawings markups throughout the construction phase. At Project completion, Consultant shall develop Record Drawings compiled from Consultant's internal Record Drawings and the Contractor's certified field redlines provided by the Contractor. It is assumed, that the field redlines will incorporate any Change Orders, field changes, field directives or any other modifications made to the technical specifications and drawings of the Contract Documents during the construction phase. The Consultant will be responsible for monitoring the accuracy of the field redlines. The assumed level of effort to incorporate field changes into record drawings is approximately 2 hours per drawing.
- Duties for the inspector shall be:



- Documentation of Existing Site Conditions – Consultant shall work with Contractor to prepare video and photographic records of initial site conditions before the Contractor begins construction. Video documentation will be accompanied by a recorded verbal description of existing conditions. A copy of the video and photographic documentation will be provided for the Project Record.
- Documentation of Contractor's Construction Activities – Consultant shall observe Contractor's construction activities and document progress through daily periodic construction observation reports. Report to include but not be limited to total craft labor, equipment on-site, equipment on-site and in use, construction activities including Change Order work, site visitors, inspections, and weather conditions.
- Photographic Documentation – Consultant shall provide photographic documentation sufficient to adequately capture Contractor's daily construction progress. All photographic documentation is to be labeled with date, Project name, and description. Submit photos to CM for review and inclusion in daily construction observation records, and monthly construction progress reports.
- Coordinate 3<sup>rd</sup> Party Material Testing and Special Inspections in the Field Consultant shall ensure 3<sup>rd</sup> party material testing and special inspectors are appropriately coordinated with Contractor throughout the construction phase. Document and advise the City of progress, status, results, deficiencies (if any), and resolutions of the special inspections.
- Provide Special Inspections for Earthwork and Concrete – Consultant shall provide special inspections for earthwork and cast-in-place concrete in accordance with authority having jurisdiction (AHJ) and technical specifications and drawings of the Contract Documents requirements. Consultant shall document all special inspections on approved forms.
- Monitor Contractor's Compliance with technical specifications and drawings of the Contract Documents - Inspectors shall review and monitor the Contractor's work against the technical specifications and drawings of the Contract Documents for compliance. Report any non-conformances and deficiencies to the City and Contractor. Work with the Contractor to correct these deficiencies in a timely manner to the satisfaction of the City.



- Monitor Contractor's Quality Control Program (QA) –Consultant shall review approved material, product, and equipment submittals and ensure Contractor's materials of construction used during construction are in conformance with approved submittals and are installed in accordance with technical specifications and drawings of the Contract Documents and manufacturer requirements. Consult with City and report to Contractor any deficiencies that may be observed. Witness all necessary preliminary testing necessary to ensure components and systems are ready for installation testing.
  - Monitor and Review Contractor's Record Drawings - Monitor the Contractor's recording and maintenance of field changes to Drawings and Specifications during construction At the 50-, 75-, and 90-percent construction completion levels, perform a review of the Contractor's working Record Drawings for general completeness, and advise the Contractor and City of status, timely completeness, and compliance. Recommend progress payments beyond 90-percent construction completion contingent upon the acceptability of the working Record Drawings. Provide the City with a signed Colorado Department of Public Health and Environment (CDPHE) Construction As-Approved Certification Form.
- Task 820 – Field Engineering Tasks
    - Provide site visits for field engineering.
  - **Assumptions:** Assumes continuous presence, with time split between inspections and construction management.
  - **City Inputs:** None.
  - **Deliverables:** Daily inspection reports with pictures, monthly summary reports, punch list, and reports for special inspections.

## **TASK SERIES 900 – STARTUP, TESTING, AND INITIAL OPERATIONS ASSISTANCE**

- Task 910 – Startup Assistance and Initial Operations Assistance
  - Provide field assistance with startup and optimization of the solids handling improvements operations.
- **Assumptions:** Allowance for startup, testing, and operations assistance.



- **City Inputs:** Coordination with plant operations staff for optimization of process startup.
- **Deliverables:** None.

## **TASK SERIES 1000 – RECORD DRAWINGS**

- Task 1010 – Prepare Record Drawings:
  - Provide record drawings for the project based on the Contractor's record drawing set kept and updated during construction. Record drawings will be in pdf and hard copy format.
- **Assumptions:** Based on 259 drawings.
- **City Inputs:** None
- **Deliverables:**
  - Electronic copy of drawings in pdf format, 2 - half size hard copies of record drawings.

## **TASK SERIES 1100 – OPERATION AND MAINTENANCE (O&M) MANUAL**

- Task 1110 – Develop solids handling project O&M Manual
  - Develop an operations and maintenance manual detailing multiple modes of operation for the solids handling system and backwash wash system. O&M Manual will also provide summary Standard Operating Procedures for each major part of the process.
- Task 1120 – O&M Manual Review Meeting
  - Meeting with City staff to review the draft O&M Manual and provide feedback before finalizing the manual.
- Task 1130 – QA/QC
  - Provide a quality check by Carollo experts for the O&M Manual.
- **Assumptions:** None.
- **City Inputs:** Feedback on O&M Manual
- **Deliverables:** Either report form O&M manual or separated electronic O&M manual per City of Aurora requirements.

## **PROGRAMMING SERVICES**

### **Introduction:**

The CONSULTANT will provide programming services for the Griswold WPF Solids Improvements Project (Project). The scope for the Project has been broken down into the following Tasks:



## **Task 1200 - Programming Services**

### **1201 Programming Workshops**

The CONSULTANT will attend the following City run workshop at the CITY's facility:

- CITY Programming Workshop
  - Attendance: Up to two representatives from the CONSULTANT
  - Length: Four hours
  - Purpose: The City SCADA Engineer will provide direction on the use of the programming standards for the project.

The CONSULTANT will conduct the following Workshops at the CITY's facility:

- SCADA Workshop #1
  - Attendance: Up to two representatives from the CONSULTANT
  - Length: Two hours
  - Purpose: Screen by screen review of each process screen.
  - Timing: After Programming Submittal Part 1 and prior to Programming Submittal Part 2.
- SCADA Workshop #2
  - Attendance: Up to two representatives from the CONSULTANT
  - Length: Four hours
  - Purpose: Screen by screen review of each process including operational review of the functionality utilizing PLC/HMI simulation.
  - Timing: After Programming Submittal Part 1 and prior to Programming Submittal Part 2.

Assumptions:

- CITY will provide appropriate staff at the workshop to make critical decisions concerning process, operations, instrumentation and control systems.
- CITY staff will run the CITY Programming Workshop.

Deliverables:

- SCADA Workshop Meeting Minutes

### **1202 PLC and HMI Programming and Submittals**

The CONSULTANT will provide PLC and HMI programming in accordance with the CITY's programming standards.

The CONSULTANT will provide programming submittals to the CITY for review to confirm proper approach and adherence to CITY standards. The submittals will be staged as follows:

- Programming Submittal Part 1:
  - This submittal will include the project IO and associated tag naming for approval by City prior to moving forward with the detailed programming tasks.
- Programming Submittal Part 2:



- This submittal will include the PLC programs along with the HMI graphics and supporting files at the state of being ready for Programming Acceptance Testing (PAT).

**Assumptions:**

- Programming effort has been based on an assumed total of 350 IO points.
- There will be no programming of new or existing PanelView operator interface terminals (OIT).

**Deliverables:**

- Programming Submittal Part 1
- Programming Submittal Part 2

## **1203 Program Acceptance Test (PAT)**

The CONSULTANT will conduct a witnessed Program Acceptance Test (PAT) located at the CITY's facilities. The PAT will occur prior to the Factory Acceptance Test (FAT) to be conducted by the CONTRACTOR. The purpose of the PAT is to prove all control logic functionality prior to delivery of the PLC to the CONTRACTOR for installation into the panel. The CONSULTANT will prepare PAT testing plans and forms prior to conducting the PAT. The PAT will include testing of the integrated PLC and HMI software. Simulation will be utilized to simulate inputs to/from field I/O. A complete control logic test will be performed to verify that all software functions and logic work as specified in the process control narratives. PAT will include City 'break' testing to simulate commonly encountered system failures.

Prior to the PAT, the CONSULTANT will perform an unwitnessed Preliminary Program Acceptance Test (PrePAT) to verify that the integrated PLC and HMI software is ready for the witnessed PAT.

**Assumptions:**

- The PrePAT duration is assumed to last two weeks.
- The PAT duration is assumed to last two weeks.
- The CITY will provide a dedicated SCADA and Operations representative to attend, observe, and sign off on the PAT. Representatives will have approval to work a minimum of 8 hours a day starting and ending at the PAT site.

**Deliverables:**

- PAT testing plan submittal
- Completed PAT testing forms

## **1204 Factory Acceptance Test (FAT)**

The CONTRACTOR will be responsible for the FAT which will include panel checkout and testing all physical IO from the field terminal blocks to the PLC.

**Assumptions:**



- The CONSULTANT will provide on-call assistance to the CONTRACTOR during the FAT, but will not be present throughout the FAT.

## **1205 Site Acceptance Testing and Startup**

After the CONTRACTOR has terminated all field wire at the panels and completed point-to-point loop checkout, the CONSULTANT will participate in the functional portion of the Site Acceptance Testing (SAT). The functional SAT will follow the same procedure as the functional portion of the PAT but using the actual field devices. The functional SAT will verify that the system functions in SCADA manual and SCADA auto as detailed in the process control narratives.

The functional SAT will include strategy field testing by the CONSULTANT working together with the CONTRACTOR and CITY staff to verify the proper operation of all PLC control logic and its interaction with field equipment and devices. The CONSULTANT will exercise programs, conduct tests, and record results for submittal in the SAT testing report. The CONTRACTOR will be responsible for equipment operation and verification of correct field operation results. The CONSULTANT will tune any feedback loops.

### **Assumptions:**

- Testing from the field devices to the PLC shall be performed by the CONTRACTOR prior to commencing the programming portion of the SAT. The CONTRACTOR will be responsible for loop testing and creating field signals and verifying proper operation of final control elements.
- The CONTRACTOR will provide full time staff throughout the duration of the SAT.
- The functional portion of the SAT is assumed to last for three weeks.
- The functional portion of the SAT will not commence until all CONTRACTOR loop testing is complete and signed off by a CITY representative.
- The existing HMI servers and network attached storage devices are adequate for the needs of the upgraded system.
- The CONTRACTOR will perform all network connections and terminations and provide complete testing of all Ethernet cabling (Fiber and/or Copper)
- The CONTRACTOR will perform all network configuration for the new switches.
- All PLC and HMI software and/or software upgrades or licenses will be provided by the CITY.
- CONTRACTOR will be responsible for providing all network hardware.
- CONTRACTOR will be responsible for providing any wireless network hardware and configuration.

### **Deliverables**

- Functional SAT testing plan submittal.
- Functional SAT testing report.

## **1206 Operations and Maintenance Training**



The CONSULTANT will prepare training materials and handouts prior to conducting the on-site training. Training material will be delivered to the CITY no less than one week in advance of the date of training.

The CONSULTANT will conduct training sessions for CITY staff detailed in the following table:

<b>Course Title</b>	<b>Minimum Course Length (hours per session)</b>	<b>Minimum Number of Sessions</b>
Operator Training	4	2
PLC System Training	4	2
HMI System Training	4	2
Follow-up Training	2	2

Assumptions:

- Training will be tailored to the CITY operations staff and Tech-Ops staff's requirements.

Deliverables:

- Training course materials and handouts.

#### **1207 Wemlinger Solids Basin Programming Consistency**

The CONSULTANT will provide programming services to upgrade the existing Wemlinger solids basin programming to function in predictive mode to provide operational and maintenance consistency with the Griswold solids basin programming. Programming services will include PLC programming, HMI development, testing, implementation, and tuning.

Assumptions:

- Wemlinger program implementation will occur after Griswold implementation to ensure consistency of the control and visualization between the two facilities.

#### **1208 Warranty Period Programming Services**

The CONSULTANT will provide warranty period services during the 1 year warranty period following final completion of the construction contract. Warranty services will include on-call, dial-in adjustments in addition to on-site visits following final completion of the construction contract.

Assumptions:

- An estimated total amount of 8 hours per month of warranty services have been included.



**Additional Items Not Included:**

- Printing or reproduction
- Advertisement of the project and distribution of bid documents to potential bidders.
- Work effort for other items not specifically listed in this proposal

**COMPENSATION**

Total compensation and breakdown for the scope of work stated in Exhibit C.

**ESTIMATED LABOR HOURS AND COSTS**

The Estimate of Labor Hours and Costs associated with completion of the Scope of Work is provided in *Exhibit A and C*. Monthly project invoices will be submitted based on the rate schedule and classifications shown in the attachment. The price shown on the next page is a not-to-exceed value. The use of the supplemental services portion of the contract shall not be used by the Designer unless the City project manager approves it in writing.

**STANDARD OF CARE**

Carollo (Designer) has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on Carollo's opinion based on experience and judgment. Carollo cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by Carollo.



**City of Aurora**  
**Griswold WPF Solids Handling Improvements Design, Construction Phase and**  
**Programming Services**

**Attachment 2:      Milestone Schedule**  
**August 26, 2020**

The estimated 2020-2021 schedule for the project is as follows:

Notice to Proceed	September 14, 2020
Task 100 – Project Management and Coordination	September 14, 2020
Task 200 - Survey and Geotech and SWMP	September 28, 2020
Task 300 - Workshop	
Griswold Solids Handling Improvements Kickoff Meeting	September 21, 2020
Monthly Meetings	TBD
Task 400 - Final Design	
30% Deliverable	December 7, 2020
30% OPCC	December 21, 2020
60% Deliverable	March 15, 2021
60% OPCC	March 29, 2021
90% Deliverable	May 3, 2021
90% OPCC	May 17, 2021
100% Deliverable	June 14, 2021
100% OPCC	June 28, 2021
Task 500 - Bid Period Services (assumed CDPHE submittal goes in on March 15, 2021 and a 2 month review period)	
Advertise for Bid	June 28, 2021
Bid Opening	August 9, 2021
Task 600-1200 - Engineering Services During Construction	After August 9, 2021 (16 months)



<div> <div>EXHIBIT A</div> <div> <div>City of Aurora</div> <div>Griswold Solids Handling Improvements</div> <div>Fee Estimate</div> <div>8/24/2020</div> </div> <div>0%</div> </div>																
	Team Member	Senior Specialist	Senior Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	Senior Designer	Senior Technician	Technician	Document Processing/ Clerical	Carollo Hours	Carollo Labor Cost	Sub Consultants	Carollo ODCs	Total Engineering Cost
	2020 Fee Schedule	\$ 265	\$ 245	\$ 220	\$ 185	\$ 165	\$ 145	\$ 212	\$ 160	\$ 115	\$ 102					
Task	Description	\$ 265	\$ 245	\$ 220	\$ 185	\$ 165	\$ 145	\$ 212	\$ 160	\$ 115	\$ 102					
100	Project Management and Coordination (Design)															
110	Project Management Coordination (10 months)	75	75								25	175	\$ 40,800	\$ -	\$ -	\$ 40,800
	Subtotal Task 100 Hours	75	75	0	0	0	0	0	0	0	25	175				
	Subtotal Task 100 Costs	\$ 19,875	\$ 18,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,550	175	\$ 40,800	\$ -	\$ -	\$ 40,800
200	Preliminary Design and Survey and Geotech															
210	Preliminary design memo (engineered lagoon versus sand drying bed and document design criteria)	16	24		80		40			40	24	224	\$ 37,768	\$ -	\$ -	\$ 37,768
220	Survey (City provided data) and Geotech (subcontract geotech directly with Aurora)	6	6	20	10							42	\$ 9,310	\$ -	\$ -	\$ 9,310
230	Potholes		4		6							10	\$ 2,090	\$ 19,000	\$ 1,000	\$ 22,090
240	Stormwater Plan for PROS Griswold WPF	40	40						30			110	\$ 25,200	\$ -	\$ -	\$ 25,200
	Subtotal Task 200 Hours	62	74	20	96	0	40	0	30	40	24	386				
	Subtotal Task 200 Costs	\$ 16,430	\$ 18,130	\$ 4,400	\$ 17,760	\$ -	\$ 5,800	\$ -	\$ 4,800	\$ 4,600	\$ 2,448	386	\$ 74,368	\$ 19,000	\$ 1,000	\$ 94,368
300	Workshops															
310	Griswold Solids Handling Kickoff Meeting (preliminary design decisions)	6	6	4	8							24	\$ 5,420	\$ -	\$ 300	\$ 5,720
320	Progress Meetings (every 2 months)	25	25	10	10	10						80	\$ 18,450	\$ -	\$ 3,000	\$ 21,450
330	30% Design Review Meeting	5	5	4	4	4						22	\$ 4,830	\$ -	\$ 300	\$ 5,130
340	60% Design Review Meeting	5	5	4	4	4						22	\$ 4,830	\$ -	\$ 300	\$ 5,130
350	90% Design Review Meeting	5	5	4	4	4						22	\$ 4,830	\$ -	\$ 300	\$ 5,130
360	100% Design Review Meeting	5	5	4	4	4						22	\$ 4,830	\$ -	\$ 300	\$ 5,130
370	CDPHE Review Meeting (around 30% level)	5	5		4							14	\$ 3,290	\$ -	\$ 300	\$ 3,590
	Subtotal Task 300 Hours	56	56	30	38	26	0	0	0	0	0	206				
	Subtotal Task 300 Costs	\$ 14,840	\$ 13,720	\$ 6,600	\$ 7,030	\$ 4,290	\$ -	\$ -	\$ -	\$ -	\$ -	206	\$ 46,480	\$ -	\$ 4,800	\$ 51,280
400	Final Design															
410	Design Drawings (architectural sub)	110	110	449	515	1144	1236	785	1105	1420		6874	\$ 1,124,655	\$ 47,500	\$ 2,500	\$ 1,174,655
420	Specifications	54	54	174	134	107	64				180	767	\$ 135,905	\$ -	\$ -	\$ 135,905
430	Progress Submittals	2	2	8	16	8	8	24	4	40	8	120	\$ 19,364	\$ -	\$ -	\$ 19,364
440	Opinion of Probable Construction Costs (OPCC)	53	200	180	20	20	0					473	\$ 109,645	\$ -	\$ -	\$ 109,645
450	QA/QC	40	40	320								400	\$ 90,800	\$ -	\$ -	\$ 90,800
	Subtotal Task 400 Hours	259	406	1131	685	1279	1308	809	1109	1460	188	8634				
	Subtotal Task 400 Costs	\$ 68,635	\$ 99,470	\$ 248,820	\$ 126,725	\$ 211,035	\$ 189,660	\$ 171,508	\$ 177,440	\$ 167,900	\$ 19,176	8634	\$ 1,480,369	\$ 47,500	\$ 2,500	\$ 1,530,369
500	Bid Period Services															
510	Assistance with Advertising/Prebid	4	4			6	4					18	\$ 3,610	\$ -	\$ 300	\$ 3,910
520	Addendum	4	4	8	16	8	4	12	12	8		76	\$ 14,044	\$ -	\$ -	\$ 14,044
550	Prepare Conformed Bid Documents	2	2	8	16	8		12	40	40		128	\$ 20,604	\$ -	\$ -	\$ 20,604
	Subtotal Task 500 Hours	10	10	16	32	22	8	24	52	48	0	222				
	Subtotal Task 500 Costs	\$ 2,650	\$ 2,450	\$ 3,520	\$ 5,920	\$ 3,630	\$ 1,160	\$ 5,088	\$ 8,320	\$ 5,520	\$ -	222	\$ 38,258	\$ -	\$ 300	\$ 38,558
	2021 Fee Schedule (3% escalation)	\$ 273	\$ 252	\$ 227	\$ 191	\$ 170	\$ 149	\$ 218	\$ 165	\$ 118	\$ 105					
Task	Description	\$ 273	\$ 252	\$ 227	\$ 191	\$ 170	\$ 149	\$ 218	\$ 165	\$ 118	\$ 105					
600	Project Management and Coordination (ESDC)															
610	Twice per Month Construction Meetings (Assumes 16 month schedule)		14	128	128							270	\$ 57,032	\$ -	\$ 1,200	\$ 58,232
620	Two Additional Meetings			8								8	\$ 1,816	\$ -	\$ 200	\$ 2,016
630	Progress Reports			32								32	\$ 7,264	\$ -	\$ -	\$ 7,264
640	Pre-Construction Conference		4		16							20	\$ 4,064	\$ -	\$ 200	\$ 4,264
650	Documentation System Set-Up		16	16	16	25						73	\$ 14,970	\$ -	\$ -	\$ 14,970
	Subtotal Task 600 Hours	0	34	184	160	25	0	0	0	0	0	403				
	Subtotal Task 600 Costs	\$ -	\$ 8,568	\$ 41,768	\$ 30,560	\$ 4,250	\$ -	\$ -	\$ -	\$ -	\$ -	403	\$ 85,146	\$ -	\$ 1,600	\$ 86,746
700	Submittals, RFI's, and Change Orders															
710	Review of Contractor Submittals (660 submittal reviews) - architectural sub		50	200	1650	1700	700					4300	\$ 766,450	\$ 20,060	\$ 1,050	\$ 787,560
720	Responses to RFIs (250 RFIs)	24		50	400	150						624	\$ 119,802	\$ -	\$ -	\$ 119,802
730	Change Orders (20)	16			80	100			60			256	\$ 46,548	\$ -	\$ -	\$ 46,548
	Subtotal Task 700 Hours	40	50	250	2130	1950	700	0	60	0	0	5180				
	Subtotal Task 700 Costs	\$ 10,920	\$ 12,600	\$ 56,750	\$ 406,830	\$ 331,500	\$ 104,300	\$ -	\$ 9,900	\$ -	\$ -	5180	\$ 932,800	\$ 20,060	\$ 1,050	\$ 953,910
800	Onsite Resident, Inspection, and Field Engineering															



810	Onsite Resident Engineering and Inspection				1920	2880						4800	\$	856,320	\$	-	\$	11,000	\$	867,320
820	Field Engineering Tasks	16	16	120	320	80						552	\$	110,360	\$	-	\$	5,600	\$	115,960
	Subtotal Task 800 Hours	16	16	120	2240	2960	0	0	0	0	0	5352								
	Subtotal Task 800 Costs	\$ 4,368	\$ 4,032	\$ 27,240	\$ 427,840	\$ 503,200	\$ -	\$ -	\$ -	\$ -	\$ -	5352	\$	966,680	\$	-	\$	16,600	\$	983,280
900	Startup, Testing, and Initial Operations Assistanc																			
910	Startup Assistance and Initial Operatons Assistance	16	16	80	160	40						312	\$	63,920	\$	-	\$	2,400	\$	66,320
	Subtotal Task 900 Hours	16	16	80	160	40	0	0	0	0	0	312								
	Subtotal Task 900 Costs	\$ 4,368	\$ 4,032	\$ 18,160	\$ 30,560	\$ 6,800	\$ -	\$ -	\$ -	\$ -	\$ -	312	\$	63,920	\$	-	\$	2,400	\$	66,320
1000	Record Drawings																			
1010	Prepare Record Drawings	2		6	100	120		120	180	240		768	\$	125,588	\$	-	\$	-	\$	125,588
	Subtotal Task 1000 Hours	2	0	6	100	120	0	120	180	240	0	768								
	Subtotal Task 1000 Costs	\$ 546	\$ -	\$ 1,362	\$ 19,100	\$ 20,400	\$ -	\$ 26,160	\$ 29,700	\$ 28,320	\$ -	768	\$	125,588	\$	-	\$	-	\$	125,588
1100	Operation and Maintenance (O&M) Manual																			
1110	Develop Griswold O&M Manual		0	10	40	40	10	0	16	16	16	148	\$	24,408	\$	-	\$	-	\$	24,408
1120	O&M Manual Review Meeting	4	0	4	4	0	0	0	0	0	0	12	\$	2,764	\$	-	\$	200	\$	2,964
1130	QA/QC	4	8	0	0	0	0	0	0	0	0	12	\$	3,108	\$	-	\$	-	\$	3,108
	Subtotal Task 1100 Hours	8	8	14	44	40	10	0	16	16	16	172								
	Subtotal Task 1100 Costs	\$ 2,184	\$ 2,016	\$ 3,178	\$ 8,404	\$ 6,800	\$ 1,490	\$ -	\$ 2,640	\$ 1,888	\$ 1,680	172	\$	30,280	\$	-	\$	200	\$	30,480
	Total Base Project Hours	544	745	1,851	5,685	6,462	2,066	953	1,447	1,804	253	21,810								
	Total Base Direct Labor Dollars	\$ 144,160	\$ 182,525	\$ 407,220	\$ 1,051,725	\$ 1,066,230	\$ 299,570	\$ 202,036	\$ 231,520	\$ 207,460	\$ 25,806	21810		\$3,884,689		\$86,560		\$30,450		\$4,001,699

Assume 8 months - 40 hours/wk for construction services; 8 months 50 hours/wk (Inspector); 30 hours week for 16 months Construction Manager - 1920

Programming Services (Task 1200) \$ 433,544

Total: \$ 4,435,243

Escalation = 3%



**City of Aurora**  
**Griswold Solids Handling Improvements**

**DRAWING LIST**

Overall Count	Sheet Dsgnt.	Pg # Holder	Sheet Description
SHEET NO.	DRAWING NO.		TITLE
			<u><b>GENERAL</b></u>
1	G 01		COVER SHEET, OVERALL, AND LOCATION MAP
2	G 02		DRAWING INDEX 1
3	G 03		DRAWING INDEX 2
4	G 04		DESIGN CRITERIA
5	G 05		HYDRAULIC PROFILE
	G 06		PROCESS FLOW DIAGRAM
6	G 07		LEGENDS AND SYMBOLS
7	G 08		ABBREVIATIONS 1
8	G 09		ABBREVIATIONS 2
9	GC 01		OVERALL SITE PLAN AND COORDINATE GRID
10	GC 02		CIVIL NOTES AND ABBREVIATIONS
11	GA 01		CODE ANALYSES, DOOR AND FINISH SCHEDULES
12	GS 01		STRUCTURAL GENERAL LEGENDS AND ABBREVIATIONS
13	GS 02		STRUCTURAL GENERAL NOTES AND DESIGN CRITERIA
14	GM 01		MECHANICAL GENERAL NOTES, ABBREVIATIONS, AND LEGENDS
15	GM 02		MECHANICAL SCHEDULES
16	GH 01		HVAC NOTES, LEGENDS, SYMBOLS, AND SCHEDULES
17	GP 01		PLUMBING LEGENDS AND SYMBOLS
18	GP 02		PLUMBING SCHEDULE
19	GE 01		ELECTRICAL LEGEND
20	GE 02		ELECTRICAL ABBREVIATIONS
21	GE 03		SCHEMATIC SYMBOLS
22	GE 04		OVERALL ONE LINE DIAGRAM
23	GE 05		MAIN SWITCHGEAR ELEVATION
24	GE 06		MAIN SWITCHGEAR ONE LINE
25	GE 07		MAIN SWITCHGEAR ONE LINE
26	GE 08		BRB PUMP STATION MCC ELEVATION
27	GE 09		BRB PUMP STATION MCC ONE LINE
28	GE 10		OVERALL ONE-LINE DEMOLITION
29	GE 11		BACKWASH PUMP ONE LINE AND ELEVATION
30	GE 12		ELECTRICAL SCHEDULE 1
31	GE 13		ELECTRICAL SCHEDULE 2
32	GE 14		SCHEMATICS 1 (BRB PUMP STATION)
33	GE 15		SCHEMATICS 2 (BACKWASH PUMPS)
34	GE 16		SCHEMATICS 3 (HVAC)
35	GN 01		INSTRUMENTATION SYMBOLS & ABBREVIATIONS - I
36	GN 02		INSTRUMENTATION SYMBOLS & ABBREVIATIONS - II
37	GN 03		INSTRUMENTATION SYMBOLS & ABBREVIATIONS - III
38	GN 04		INSTRUMENTATION SYMBOLS & ABBREVIATIONS - IV
39	GN 06		INSTRUMENTATION SAMPLE LOOP DRAWING
			<u><b>TYPICAL DETAILS</b></u>
40	TC 01		TYPICAL DETAILS - CIVIL 1
41	TC 02		TYPICAL DETAILS - CIVIL 2
42	TC 03		TYPICAL DETAILS - CIVIL 3
43	TC 04		TYPICAL DETAILS - CIVIL 4
44	TC 05		TYPICAL DETAILS - CIVIL 5
45	TC 06		TYPICAL DETAILS - CIVIL 6
46	TA 01		TYPICAL DETAILS - ARCHITECTURAL 1
47	TA 02		TYPICAL DETAILS - ARCHITECTURAL 2
48	TA 03		TYPICAL DETAILS - ARCHITECTURAL 3
49	TA 04		TYPICAL DETAILS - ARCHITECTURAL 4
50	TA 05		TYPICAL DETAILS - ARCHITECTURAL 5
51	TS 01		TYPICAL DETAILS - STRUCTURAL 1
52	TS 02		TYPICAL DETAILS - STRUCTURAL 2
53	TS 03		TYPICAL DETAILS - STRUCTURAL 3
54	TS 04		TYPICAL DETAILS - STRUCTURAL 4
55	TS 05		TYPICAL DETAILS - STRUCTURAL 5
56	TS 06		TYPICAL DETAILS - STRUCTURAL 6
57	TS 07		TYPICAL DETAILS - STRUCTURAL 7



58	TS 08	TYPICAL DETAILS - STRUCTURAL 8
59	TS 09	TYPICAL DETAILS - STRUCTURAL 9
60	TM 01	TYPICAL DETAILS - MECHANICAL 1
61	TM 02	TYPICAL DETAILS - MECHANICAL 2
62	TM 03	TYPICAL DETAILS - MECHANICAL 3
63	TM 04	TYPICAL DETAILS - MECHANICAL 4
64	TM 05	TYPICAL DETAILS - MECHANICAL 5
65	TM 06	TYPICAL DETAILS - MECHANICAL 6
66	TP 01	TYPICAL DETAILS - PIPING 1
67	TP 02	TYPICAL DETAILS - PIPING 2
68	TP 03	TYPICAL DETAILS - PIPING 3
69	TP 04	TYPICAL DETAILS - PIPING 4
70	TP 05	TYPICAL DETAILS - PIPING 5
71	TH 01	TYPICAL DETAILS - HVAC 1
72	TH 02	TYPICAL DETAILS - HVAC 2
73	TE 01	TYPICAL DETAILS - ELECTRICAL 1
74	TE 02	TYPICAL DETAILS - ELECTRICAL 2
75	TE 03	TYPICAL DETAILS - ELECTRICAL 3
76	TE 04	TYPICAL DETAILS - ELECTRICAL 4
77	TE 05	TYPICAL DETAILS - ELECTRICAL 5
78	TN 01	TYPICAL DETAILS - INSTRUMENTATION AND CONTROL 1
79	TN 02	TYPICAL DETAILS - INSTRUMENTATION AND CONTROL 2
80	TN 03	TYPICAL DETAILS - INSTRUMENTATION AND CONTROL 3
81	TN 04	TYPICAL DETAILS - INSTRUMENTATION AND CONTROL 4
82	C 01	<u>CIVIL</u> PAVING AND GRADING DEMOLITION 1
83	C 02	PAVING AND GRADING DEMOLITION 2
84	C 03	PAVING AND GRADING DEMOLITION 3
85	C 04	PAVING AND GRADING DEMOLITION 4
86	C 05	PAVING AND GRADING DEMOLITION 5
87	C 06	PAVING AND GRADING DEMOLITION 6
88	C 07	PAVING AND GRADING PLAN 1
89	C 08	PAVING AND GRADING PLAN 2
90	C 09	PAVING AND GRADING PLAN 3
91	C 10	PAVING AND GRADING PLAN 4
92	C 11	PAVING AND GRADING PLAN 5
93	C 12	PAVING AND GRADING PLAN 6
94	C 13	PAVING AND GRADING DETAILS 1
95	C 14	PAVING AND GRADING DETAILS 2
96	C 15	PAVING AND GRADING DETAILS 3
97	C 16	YARD PIPING DEMOLITION 1
98	C 17	YARD PIPING DEMOLITION 2
99	C 18	YARD PIPING DEMOLITION 3
100	C 19	YARD PIPING DEMOLITION 4
101	C 20	YARD PIPING DEMOLITION 5
102	C 21	YARD PIPING DEMOLITION 6
103	C 22	YARD PIPING PLAN 1
104	C 23	YARD PIPING PLAN 2
105	C 24	YARD PIPING PLAN 3
106	C 25	YARD PIPING PLAN 4
107	C 26	YARD PIPING PLAN 5
108	C 27	YARD PIPING PLAN 6
109	C 28	YARD PIPING ENLARGED PLAN 1
110	C 29	YARD PIPING ENLARGED PLAN 2
111	C 30	WASTE WASH WATER VAULT
112	C 31	WASTE WASH WATER PROFILE 1
113	C 32	WASTE WASH WATER PROFILE 2
114	C 33	WASTE WASH WATER PROFILE 3
115	C 34	BACKWASH RETURN PROFILE 1
116	C 35	BACKWASH RETURN PROFILE 2
117	C 36	BACKWASH RECOVERY BASIN CROSS-SECTIONS
118	C 37	MISCELLANEOUS DETAILS 1
119	C 38	MISCELLANEOUS DETAILS 2
120	C 39	YARD PIPING DETAILS 1
121	C 40	YARD PIPING DETAILS 2
122	C 41	YARD PIPING DETAILS 3
123	C 42	YARD PIPING DETAILS 4
124	C 43	YARD PIPING DETAILS 5



		<u>EROSION CONTROL</u>
125	EC 01	EROSION CONTROL PLAN 1
126	EC 02	EROSION CONTROL PLAN 2
127	EC 03	EROSION CONTROL PLAN 3
128	EC 04	EROSION CONTROL PLAN 4
129	EC 04	EROSION CONTROL PLAN 5
130	EC 04	EROSION CONTROL PLAN 6
131	EC 05	EROSION CONTROL DETAILS 1
132	EC 06	EROSION CONTROL DETAILS 2
133	EC 07	EROSION CONTROL DETAILS 3
		<u>CATHODIC PROTECTION</u>
134	CP 01	GENERAL NOTES AND TEST STATION SCHEDULE
135	CP 02	MONITORING TEST STATIONS
136	CP 03	JOINT BONDS AND INSULATING JOINTS
137	CP 04	CATHODIC PROTECTION FOR BURIED METALLIC APPURTENANCES
		<u>DEMOLITION</u>
138	D 01	LAGOON DEMOLITION DRAWING 1
139	D 02	LAGOON DEMOLITION DRAWING 2
140	D 03	BACKWASH RECYCLE PUMP STATION DEMOLITION
141	D 04	BACKWASH PUMP AND PIPING DEMOLITION
142	D 05	METERING PUMP DEMOLITION
143	D 06	CONSTRUCTION SEQUENCE DRAWING 1
144	D 07	CONSTRUCTION SEQUENCE DRAWING 2
		<u>AREA 05 - BACKWASH SUPPLY PUMPS</u>
145	S 01	BACKWASH PUMPS AND PIPE SUPPORTS
146	M 01	BACKWASH PUMP PLAN
147	M 02	BACKWASH PUMP SECTIONS
148	M 03	BACKWASH PUMP DETAILS
149	E 01	BACKWASH PUMP ELECTRICAL PLAN
		<u>AREA 06A - BACKWASH RECOVERY BASINS</u>
150	S 01	SPLITTER BOX - PLANS AND SECTIONS
151	S 02	SPLITTER BOX - DETAILS
152	M 01	BACKWASH RECOVERY BASINS - SPLITTER BOX - PLANS AND SECTION
153	M 02	BACKWASH RECOVERY BASINS - SPLITTER BOX - SECTIONS
154	E 01	SPLITTER BOX POWER AND CONTROL PLAN
155	D 01	LAGOON AREA DEMOLITION PLAN
156	S 04	BACKWASH RECOVERY BASINS - OVERALL PLAN
157	S 05	BACKWASH RECOVERY BASINS - OVERALL SECTIONS AND DETAILS
158	S 06	BACKWASH RECOVERY BASINS - DETAILS
159	S 07	BACKWASH RECOVERY BASINS - SECTIONS
160	S 08	BACKWASH RECOVERY BASINS - RAMP PLAN AND SECTIONS
161	S 09	BACKWASH RECOVERY BASINS - OUTLET BOX PLAN AND SECTIONS
162	M 03	BACKWASH RECOVERY BASINS - FD AND WWU SECTIONS
163	M 04	BACKWASH RECOVERY BASINS - FD AND WWU SECTIONS AND DETAILS
164	M 05	BACKWASH RECOVERY BASINS - PARTIAL PLANS
165	M 06	BACKWASH RECOVERY BASINS - SECTIONS AND DETAILS
166	M 07	BACKWASH RECOVERY BASINS - INLET HEADER DETAILS 1
167	M 08	BACKWASH RECOVERY BASINS - INLET HEADER DETAILS 2
		<u>AREA 06B - SOLIDS HANDLING PUMP STATION</u>
168	A 01	BACKWASH RETURN PUMP STATION - FLOOR PLAN
169	A 02	BACKWASH RETURN PUMP STATION - ROOF PLAN
169	A 02	BACKWASH RETURN PUMP STATION - ELEVATIONS
170	A 03	BACKWASH RETURN PUMP STATION - SECTIONS
171	A 04	BACKWASH RETURN PUMP STATION - WALL SECTIONS AND DETAILS
172	A 05	BACKWASH RETURN PUMP STATION - DOOR AND WINDOW SCHEDULE, ELEVATIONS
173	A 06	BACKWASH RETURN PUMP STATION - STAIR PLANS, ELEVATIONS, MISC DETAILS
174	S 01	BACKWASH RETURN PUMP STATION - FOUNDATION PLAN AND DETAILS
175	S 02	BACKWASH RETURN PUMP STATION - UPPER PLAN
176	S 03	BACKWASH RETURN PUMP STATION - PORTICO PLAN, ELEVATIONS, SECTION AND DET
177	S 04	BACKWASH RETURN PUMP STATION - SECTION AND DETAIL
178	S 05	BACKWASH RETURN PUMP STATION - SECTIONS AND DETAIL
179	S 06	BACKWASH RETURN PUMP STATION - SECTIONS AND DETAIL
180	M 01	BACKWASH RETURN PUMP STATION - LOWER PLAN
181	M 02	BACKWASH RETURN PUMP STATION - MECHANICAL ROOM SECTIONS
182	M 03	BACKWASH RETURN PUMP STATION - SECTIONS 1
183	M 04	BACKWASH RETURN PUMP STATION - SECTIONS 2
184	H 01	BACKWASH RETURN PUMP STATION - HVAC PLAN
185	H 02	BACKWASH RETURN PUMP STATION - HVAC DETAILS AND SCHEDULES
186	P 01	BACKWASH RETURN PUMP STATION - PLUMBING PLAN, DETAILS AND SCHEDULES
187	E 01	BACKWASH RETURN PUMP STATION - UNDERGROUND POWER AND CONTROL PLAN



188	E 02	BACKWASH RETURN PUMP STATION - EXPOSED POWER AND CONTROL PLAN
189	E 03	BACKWASH RETURN PUMP STATION - LIGHTING AND RECEPTABLE PLAN
190	E 04	BACKWASH RETURN PUMP STATION - GROUNDING PLAN
191	E 05	BACKWASH RETURN PUMP STATION - SECURITY PLAN
<u>AREA 07G - POLYMER FEED SYSTEM</u>		
192	M 01	POLYMER FEED SYSTEM PLAN
193	M 02	POLYMER FEED ROOM DETAILS
194	S 01	POLYMER FEED ROOM PLAN
195	E 01	POLYMER ROOM POWER AND CONTROL PLAN
<u>AREA 7&amp;9 - CHEMICAL METERING PUMP REPLACEMENT</u>		
196	M 01	CHEMICAL METERING PUMP REPLACEMENT PLAN - EAST
197	M 02	CHEMICAL METERING PUMP REPLACEMENT PLAN - WEST
198	M 03	CHEMICAL METERING PUMP REPLACEMENT DETAILS
199	S 01	CHEMICAL METERING PUMP REPLACEMENT PLAN/DETAILS
200	E 01	CHEMICAL METERING PUMP REPLACEMENT POWER AND CONTROL PLAN - EAST
201	E 02	CHEMICAL METERING PUMP REPLACEMENT POWER AND CONTROL PLAN - WEST
<u>AREA 11 - SAMPLE PANELS</u>		
202	M 01	SAMPLE PANEL REPLACEMENT PLAN
203	M 02	SAMPLE PANEL REPLACEMENT SECTIONS
204	M 03	SAMPLE PANEL REPLACEMENT DETAILS
205	S 01	SAMPLE PANEL REPLACEMENT PLAN/DETAILS
206	E 01	SAMPLE PANEL REPLACEMENT POWER AND CONTROL PLAN
<u>ELECTRICAL</u>		
200	E 01	ELECTRICAL SITE PLAN 1
201	E 02	ELECTRICAL SITE PLAN 2
202	E 03	ELECTRICAL SITE PLAN 3
203	E 04	ELECTRICAL SITE PLAN 4
204	E 05	ENLARGED SITE PLAN
205	E 06	DUCT BANK SECTIONS
206	E 07	LIGHTING CONTACTOR SCHEMATIC
207	E 08	SUMP PUMP SCHEMATIC
208	E 09	FLASH MIX SCHEMATIC
209	E 10	EXHAUST FAN SCHEMATIC
<u>INSTRUMENTATION</u>		
210	NN 01	SCADA BLOCK DIAGRAM 1
211	NN 02	SCADA BLOCK DIAGRAM 2
212	NN 03	PLC CABINET ELEVATION
213	NN 04	PLC CABINET POWER DISTRIBUTION DETAIL
214	NN 05	WIRELESS ACCESS POINTS
215	10N 01	SODA ASH CHEMICAL METERING PUMP NO. 1
216	10N 02	SODA ASH CHEMICAL METERING PUMP NO. 2
217	10N 03	CATIONIC POLYMER CHEMICAL METERING PUMP NO. 1
218	10N 04	CATIONIC POLYMER CHEMICAL METERING PUMP NO. 2
219	10N 05	CATIONIC POLYMER CHEMICAL METERING PUMP NO. 3
220	10N 06	CATIONIC POLYMER CHEMICAL METERING PUMP NO. 4
221	10N 07	ALUMINUM SULFATE CHEMICAL METERING PUMP NO. 1
222	10N 08	ALUMINUM SULFATE CHEMICAL METERING PUMP NO. 2
223	10N 09	ALUMINUM SULFATE CHEMICAL METERING PUMP NO. 3
224	10N 10	ALUMINUM SULFATE CHEMICAL METERING PUMP NO. 4
225	10N 11	SODIUM HYDROXIDE CHEMICAL METERING PUMP NO. 1
226	10N 12	SODIUM HYDROXIDE CHEMICAL METERING PUMP NO. 2
227	10N 13	SODIUM HYDROXIDE CHEMICAL METERING PUMP NO. 3
228	10N 14	SODIUM HYDROXIDE CHEMICAL METERING PUMP NO. 4
229	10N 15	AQUA AMMONIA CHEMICAL METERING PUMP NO. 1
230	10N 16	AQUA AMMONIA CHEMICAL METERING PUMP NO. 2
231	10N 17	AQUA AMMONIA CHEMICAL METERING PUMP NO. 3
232	10N 18	AQUA AMMONIA CHEMICAL METERING PUMP NO. 4
233	10N 19	FLUORIDE CHEMICAL METERING PUMP NO. 1
234	10N 20	FLUORIDE CHEMICAL METERING PUMP NO. 2
235	10N 21	CHEMICAL METERING PUMPS (TYPICAL)
236	10N 22	POLYMER SYSTEM 1
237	10N 23	POLYMER SYSTEM 2
238	10N 24	P&ID TYPICAL - SAMPLE PANEL
239	10N 25	SPLITTER BOX
240	10N 26	BACKWASH RECOVERY BASIN NO. 1
241	10N 27	BACKWASH RECOVERY BASIN NO. 2
242	10N 28	BACKWASH RECOVERY BASIN NO. 3
243	10N 29	BACKWASH RECOVERY BASIN NO. 4
244	10N 30	BACKWASH RECOVERY BASIN NO. 5
245	10N 31	BACKWASH RECOVERY BASIN NO. 6



246	10N 32	UNDERDRAIN PUMPS
247	10N 33	DECANT PUMPS
248	10N 34	OLYMPIC PARK PUMPS
249	10N 35	IRRIGATION PUMPS
250	10N 36	BACKWASH RETURN PUMPS 1&2
251	10N 37	BACKWASH RETURN PUMPS 3&4
252	10N 38	FILTER-TO-WASTE PUMPS
253	10N 39	BACKWASH PUMPS
254	10N 40	BACKWASH RECOVERY PUMP STATION - HVAC 1
255	10N 41	BACKWASH RECOVERY PUMP STATION - HVAC 2
256	10N 42	POWER MONITORING P&ID
257	10N 43	LCP P&ID
258	10N 44	SECURITY P&ID
259	10N 45	MISCELLANEOUS POINT P&ID



## EXHIBIT C

		Senior Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	Technician	Document Processing/Clerical	TOTAL LABOR HOURS CAROLLO	SUBCONSULTANT Technical Systems Inc. (COST + 5%)	MATERIAL	OTHER DIRECT COSTS	TOTAL FEE
		\$ 252	\$ 227	\$ 191	\$ 170	\$ 149	\$ 118	\$ 105					
<b>2021 Rates</b>													
<b>Griswold WPF PLC Conversion and Improvement</b>													
<b>1200</b>	<b>Programming Services</b>	<b>72</b>	<b>0</b>	<b>505</b>	<b>0</b>	<b>850</b>	<b>0</b>	<b>0</b>	<b>1427</b>	<b>\$ 190,000</b>	<b>\$ -</b>	<b>\$ 2,200</b>	<b>\$ 433,544</b>
1201	Programming Workshops	4	0	16	0	16	0	0	36	\$ 3,000	\$ -	\$ 200	\$ 9,648
1202	PLC and HMI Programming and Submittals	24	0	375	0	450	0	0	849	\$ 140,000	\$ -	\$ -	\$ 284,720
1203	Program Acceptance Test (PAT)	20	0	60	0	120	0	0	200	\$ 20,000	\$ -	\$ 800	\$ 55,202
1204	Factory Acceptance Test (FAT)	2	0	4	0	10	0	0	16	\$ 1,000	\$ -	\$ 100	\$ 3,860
1205	Site Acceptance Testing and Startup	0	0	30	0	120	0	0	150	\$ 15,000	\$ -	\$ 800	\$ 39,439
1206	Operations and Maintenance Training	2	0	0	0	14	0	0	16	\$ 1,000	\$ -	\$ 150	\$ 3,746
1207	Wemlinger Solids Basin Programming Consistency	4	0	20	0	40	0	0	64	\$ 10,000	\$ -	\$ 150	\$ 20,944
1208	Warranty Period Programming Services	16	0	0	0	80	0	0	96	\$ -	\$ -	\$ -	\$ 15,986
<b>Totals - All Tasks</b>		<b>72</b>	<b>0</b>	<b>505</b>	<b>0</b>	<b>850</b>	<b>0</b>	<b>0</b>	<b>1427</b>	<b>\$ 190,000</b>	<b>\$ -</b>	<b>\$ 2,200</b>	<b>\$ 433,544</b>





## City of Aurora Council Agenda Commentary

Item #: 9b  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration to AWARD A SOLE SOURCE CONTRACT to Kronos Inc., Lowell, MA in the amount of \$56,853.64 for annual maintenance on the Telestaff personnel scheduling software used by the Aurora Police and Fire Departments through December 2021.

**Item Initiator:** Ratcliff, Michelle - SR Procurement Agent - Finance

**Staff Source:** Newman, Scott M - Interim Chief Of I.T. - Information Technology

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

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

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

### **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 2020 maintenance award in the amount of \$54,642.66 was approved by City Council on February 10, 2020, Agenda Item #9f.

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

The Telestaff software system is used by Police and Fire to manage staff scheduling. The IT Department is requesting approval for annual maintenance of this software in the total amount of \$56,853.64.

Kronos is the developer of the Telestaff software and is the only authorized source for maintenance and support of its products.

The vendor has proposed a total of \$56,853.64 for the 2021 maintenance and support services required. This amount includes an increase in staff licenses for both departments. The fees are the same charged to all other Public Safety agencies, therefore, the vendor's proposed fees are considered fair and reasonable.

Based on the above, it is the recommendation of staff to award a sole source contract to Kronos Inc., Lowell, MA in the amount of \$56,853.64 for 2021 annual maintenance of the Telestaff software used by Aurora Police and Fire.



**QUESTIONS FOR COUNCIL**

Does City Council approve the sole source award to Kronos in the amount of \$56,853.64 for annual maintenance on the staff scheduling software used by the Police and Fire Depts.?

**LEGAL COMMENTS**

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when only one specific source is known to exist for the required supplies or services (sole source), and the Purchasing Manager approves the use of negotiation prior to award (City Code § 2-674(10)). (Lathers)

**PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☒ Yes ☐ No

**PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable ☐ Significant ☐ Nominal

The contract cost of \$56,853.64 is budgeted in the General Fund, Public Safety and will be paid from the following:

37004 (Public Safety) and 64540 (R & M: Equip.-Other)

**EXHIBITS ATTACHED:**

Council Minutes\_Kronos\_ 02 10 20.pdf



- f. **Consideration to AWARD A SOLE SOURCE CONTRACT to Kronos Inc., Lowell, MA in the amount of \$54,642.66 for annual maintenance on the Telestaff personnel scheduling software used by the Aurora Police and Fire Departments.**  
**Presenter:** Aleta Jeffress, Chief Info & Strategy Officer, Information Technology
- g. **Consideration to AWARD A SOLE SOURCE CONTRACT to Axon Enterprises, Inc. of Scottsdale, Arizona in the not-to-exceed amount of \$200,000.00 for the purchase of Taser brand taser units and accessories through March 31, 2021 for the Aurora Police Department.**  
**Presenter:** Lieutenant Brian J Kelly, Police
- h. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Innovest Portfolio Solutions LLC, Denver, Colorado in the amount of \$64,500.00 for consulting services associated with the City's 457 Deferred Compensation Plan and the 401(a) Executive Money Purchase Plan through December 31, 2020.**  
**Presenter:** Nancy Wishmeyer, Controller, Finance
- i. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Mike Naughton Ford, Inc., Aurora, Colorado, in the not-to-exceed amount of \$150,000.00 for the purchase of Ford OEM vehicle parts and repair services as required through February 28, 2021.**  
**Presenter:** Ron Forrest, Manager Level 2, Public Works
- j. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Wagner Equipment Company, Aurora, Colorado in the not-to-exceed amount of \$100,000.00 for the purchase of parts and repair services for Caterpillar and other miscellaneous heavy equipment as required by Fleet Services through February 28, 2021.**  
**Presenter:** Ron Forrest, Manager Level 2, Public Works
- k. **Consideration to AWARD A SOLE SOURCE CONTRACT to Emergency One, Inc., Ocala, Florida in the not-to-exceed amount of \$260,000.00 for OEM repair parts as required for the City's Emergency One fire apparatus through February 28, 2021.**  
**Presenter:** Ron Forrest, Manager Level 2, Public Works
- l. **Consideration to AWARD A SINGLE SOURCE CONTRACT to AM Signal, Inc., Littleton, Colorado in the amount of \$286,026.60 for the purchase of sixty (60) TrafiSense2 Thermal Sensors and Video Detectors and related components.**  
**Presenter:** Carlie Campuzano, Traffic Manager, Public Works

Motion by Gardner, second by Gruber, to approve items 9a – 9l.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

### **Final Ordinances**

*DUE TO THE CANCELLATION OF THE FEBRUARY 3, 2020, MEETING, ORDINANCES 2020-01 AND 2020-02 WILL HAVE THEIR FINAL READING ON FEBRUARY 24, 2020 DUE TO NOTICE REQUIREMENTS*

- ♦ m. **2020-01**  
Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, amending Chapter 146-4.3.1.c relating to Plat Exceptions for the sale or transfer of land in the city and amending the definitions of final plats, preliminary plats and plats under Chapter 146-6.2  
**Presenter:** Karen Hancock, Planning Supervisor
- ♦ n. **2020-02**  
Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City

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



ORDINANCE NO. 2020 - \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING 19.992 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED SOUTH OF EAST JEWEL AVENUE, EAST OF SOUTH HARVEST ROAD AND WEST OF SOUTH POWHATON ROAD, WITHIN THE COUNTY OF ARAPAHOE, STATE OF COLORADO, TO RESIDENTIAL MEDIUM-DENSITY DISTRICT (R-2) AND AMENDING THE ZONING MAP ACCORDINGLY (CELO INITIAL ZONING)

WHEREAS, the applicant has requested that 19.992 acres of land, more or less, located south of East Jewel Avenue, east of South Harvest Road and west of Powhaton Road, be zoned Residential Medium-Density District (R-2); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the initial zoning of property within the City of Aurora, Colorado (the “City”), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on September 9, 2020, following a public hearing, the Planning and Zoning Commission voted to recommend the zoning of the parcel.

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

Section 1. Based on the evidence presented at tonight’s public hearing, City Council finds and determines that: the zoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the property.

Section 2. The parcel, as more particularly described in “Exhibit A” attached hereto and incorporated herein, is zoned Residential Medium-Density District (R-2), and the City zoning map is hereby amended in accordance with said zoning.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 4. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.



INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Acting City Clerk

APPROVED AS TO FORM:

*CMK*

*Daniel L Money*  
\_\_\_\_\_  
DANIEL L. MONEY, Assistant City Attorney



# EXHIBIT A

## NORTH HALF, SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO

### LEGAL DESCRIPTION: PROPERTY TO BE ANNEXED

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING ASSUMED TO BEAR S 89°55'23" E FROM THE NORTHWEST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "PLS 13155", TO THE NORTHEAST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, ILLEGIBLE STAMPING, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

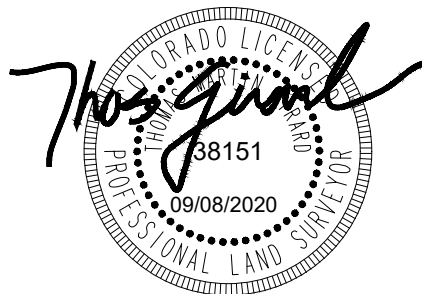
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, THENCE S 89°16'20" E, A DISTANCE OF 2641.38 FEET TO A POINT BEING 30.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29, BEING THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. B4191881, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING THE NORTHWEST CORNER OF THAT REMAINDER PARCEL AS SHOWN ON THE ANNEXATION MAP OF EASTERN HILLS III, ACCORDING TO CITY OF AURORA CITY COUNCIL ORDINANCE NO. 85-262, WITH AN EFFECTIVE DATE OF 8-22-1986, AND THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY LINES OF SAID REMAINDER PARCEL THE FOLLOWING FOUR (4) COURSES:

1. S 89°55'23" E, ALONG A LINE BEING 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 798.31 FEET;
2. S 00°14'02" W, A DISTANCE OF 1090.42 FEET;
3. N 89°55'14" W, A DISTANCE OF 799.01 FEET;
4. N 00°16'16" E, A DISTANCE OF 1090.39 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 870,853 SQUARE FEET OR 19.992 ACRES, MORE OR LESS.

THOMAS M. GIRARD  
COLORADO PLS 38151  
FOR AND ON BEHALF OF  
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-005  
DATE: 09/08/2020  
SHEET 1 OF 2

DR: J. ANTON  
DS: T. GIRARD  
P.M.



**CORE**  
CONSULTANTS

CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCES  
LAND SURVEYING  
303.703.4444  
1950 W. Littleton Blvd., Ste. 109  
Littleton, CO 80120



# EXHIBIT A

NORTH HALF, SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,  
COUNTY OF ARAPAHOE, STATE OF COLORADO

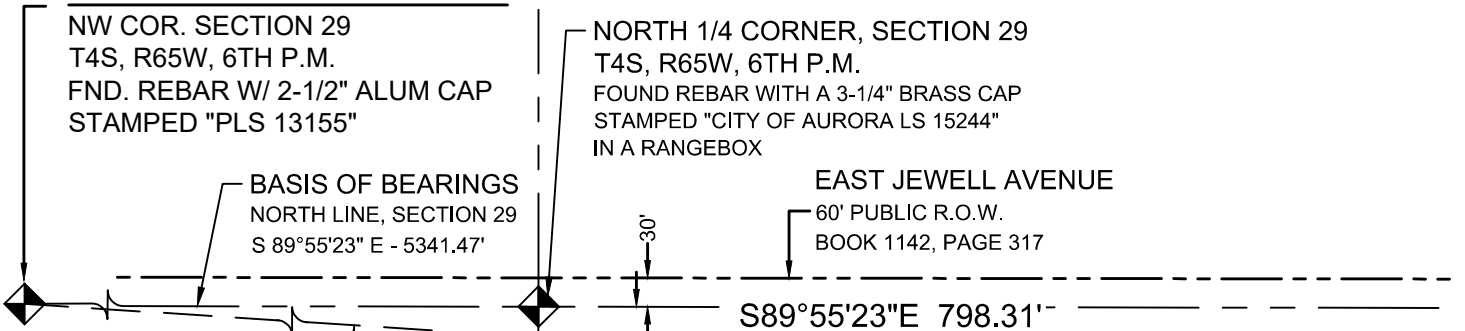
## POINT OF COMMENCEMENT

NW COR. SECTION 29  
T4S, R65W, 6TH P.M.  
FND. REBAR W/ 2-1/2" ALUM CAP  
STAMPED "PLS 13155"

NORTH 1/4 CORNER, SECTION 29  
T4S, R65W, 6TH P.M.  
FOUND REBAR WITH A 3-1/4" BRASS CAP  
STAMPED "CITY OF AURORA LS 15244"  
IN A RANGEBOX

BASIS OF BEARINGS  
NORTH LINE, SECTION 29  
S 89°55'23" E - 5341.47'

EAST JEWELL AVENUE  
60' PUBLIC R.O.W.  
BOOK 1142, PAGE 317



## POINT OF BEGINNING

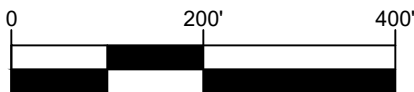
NW CORNER,  
REC. B4191881

## ANNEXATION MAP EASTERN HILLS III

ORDINANCE NO. 85-262  
EFFECTIVE DATE: 8/22/1986

OWNER:  
EH 2002 LLC GEORGE  
MCELROY & ASSOC  
REC. N/A

NW 1/4 SECTION 29  
T4S, R65W, 6TH P.M.



1 inch = 200 ft.

N0°16'16"E 1090.39'

WEST LINE, NE 1/4 SECTION 29 - S 00°26'19" W

WEST LINE, TASKO ACRES SUB. #1

## SUBJECT PARCEL

870,853 S.F.  
±19.992 Ac.

NE 1/4 SECTION 29  
T4S, R65W, 6TH P.M.

N89°55'14"W 799.01'

ANNEXATION MAP BOUNDARY  
ORDINANCE 85-262  
EFF. 8/22/1986

S0°14'02"W 1090.42'

ANNEXATION MAP  
EASTERN HILLS III  
ORDINANCE NO. 85-262  
EFFECTIVE DATE: 8/22/1986

OWNER:  
ACJ PARTNERSHIP  
REC. N/A

TASKO ACRES SUB. FILING NO. 1

REC. 1929919

OWNER: EH 2002 LLC GEORGE MCELROY & ASSOC REC. N/A

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-005  
DATE: 09/08/2020  
SHEET 2 OF 2

DR: J. ANTON  
DS: T. GIRARD  
P.M.



**CORE**  
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ORDINANCE NO. \_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA AMENDING CHAPTER 102 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO THE GENERAL EMPLOYEES' RETIREMENT PLAN

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

Section 1. The following definitions contained in Section 102-137 of the City Code of the City of Aurora, Colorado, are hereby amended to read as follows:

Sec. 102-137. Definitions.

*Actuarial equivalent* or *actuarially equivalent* means equality in value of the aggregate amounts expected to be received under different manners of payment based on interest rate, mortality and cost-of-living assumptions defined as follows, effective **January 1, 2021**, unless otherwise specifically provided in the plan:

- 1) *Interest rate assumption for alternative periodic benefits and single sum payments.* The interest rate used by the plan shall be **seven percent**.
- 2) *Mortality assumption for alternative periodic benefits and single sum payments.* The mortality assumption for calculations based upon the mortality of a participant or beneficiary shall be the **Society of Actuaries' Pub-2010 General Employees Retiree Mortality Table (amount-weighted), blended 50% male and 50% female, and projected to 2028 using the ultimate rates from Scale MP2018** except to the extent that subsection 102-149 (a) requires use of a mortality table prescribed by the Secretary of the Treasury for purposes of compliance with code section 415.
- 3) *Cost-of-living assumption used for actuarial equivalence purposes for alternative periodic benefits and single sum payments.* The cost-of-living assumption for tier 1 benefits shall be **2.50** percent. The cost-of-living assumption for tier 2 benefits shall be 0.25 percent. The cost-of-living assumption for benefits commencing before **January 1, 2021**, shall be the assumption in effect when the payment commenced as provided in tables furnished from time to time by the plan actuary. The tables furnished by the plan actuary are considered part of the plan document by reference.

*Final average monthly compensation* means an employee's compensation from the city during the 36 highest paid consecutive calendar months of the last ten years of credited service, divided by 36. If an employee **hired before January 1, 2021** was employed for fewer than 36



consecutive calendar months, such final average monthly compensation shall be based on the employee's compensation for all full months of credited service with the city. **If an employee hired on or after January 1, 2021 is employed for fewer than 36 consecutive calendar months, such final average monthly compensation shall be the employee's compensation for all credited service with the city, divided by 36.**

Section 2. The remaining definitions contained in Section 102-137 shall remain unchanged.

Section 3. That all ordinances or parts of ordinances of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 4. That, pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the city clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
STEPHEN J. RUGER, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HANOSKY HERNANDEZ,  
Assistant City Attorney



ORDINANCE NO. 2020 - \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE FITZSIMONS GENERAL DEVELOPMENT PLAN TO ALLOW FOR INTERIM SURFACE PARKING AS A CONDITIONAL USE AND TO RENAME THE PLAN THE “FITZSIMONS INNOVATION COMMUNITY” (FITZSIMONS GDP AMENDMENT #9)

WHEREAS, the applicant has requested to amend the Fitzsimons General Development Plan (GDP) to allow for interim surface parking as a conditional use, and to rename the plan from “Fitzsimons Innovation Campus” to “Fitzsimons Innovation Community;” and

WHEREAS, under Section 146-5.4.1.c of the UDO, major amendments to a Planned Development Zone District, which encompasses GDPs, shall be presented for a public hearing both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on August 26, 2020, following a public hearing, the Planning and Zoning Commission voted to recommend the amendments; and

WHEREAS, based upon the evidence presented at tonight’s public hearing, the City Council finds and determines that it is appropriate to render a final decision approving the GDP Amendment, as the applicant has demonstrated that the proposed amendment is consistent with the spirit and intent of the Comprehensive Plan, with the requirements of City Code, and with the other policies adopted by City Council; and

WHEREAS, accordingly, the City Council finds and determines that it is appropriate to accept the recommendation of the Planning and Zoning Commission and approve the amendments to the GDP.

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

Section 1. The City Council hereby approves the amended Fitzsimons General Development Plan in the form presently held in the office of the City Clerk and in substantially the form presented to the City Council at tonight’s meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Ordinance.

Section 2. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 3. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.



INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Acting City Clerk

APPROVED AS TO FORM:

*Daniel L Money* *C. McK*  
DANIEL L. MONEY, Senior Assistant City Attorney



ORDINANCE NO. 2020-\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,  
COLORADO, AMENDING CHAPTER 146 OF THE CITY CODE, THE UNIFIED  
DEVELOPMENT ORDINANCE (UDO), IN ORDER TO PROVIDE CORRECTIONS AND  
CLARIFICATIONS

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

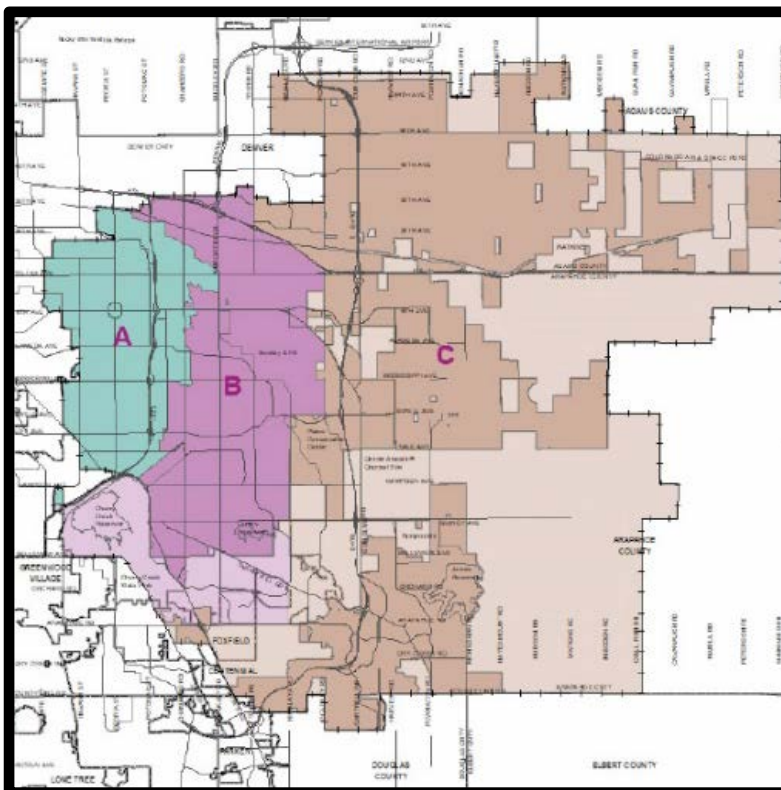
Section 1. Section 1.4 of the UDO is hereby amended to add Section 1.4.6 which shall  
read as follows:

CHAPTER 146-1 GENERAL PROVISIONS

1.4 Applicability.

**1.4.6. The Interpretation and application of this UDO shall not be construed or interpreted  
to be inconsistent with the Aurora City Charter or any rules or procedures adopted under  
Charter authority.**

Section 2. The subarea graphic map found within section 2.2 of the UDO is hereby  
amended to read as follows:





Section 3. Section 2.4.4.G.4.b and the corresponding Table 2.4-6 of the UDO shall be amended to no longer require tree openings as streetscape standards in single-family detached, duplex and townhomes, and shall read as follows:

#### 2.4.4 Mixed Use—Original Aurora District (MU-OA)

#### G.4.b. Site Development Standards

### Article 146-2 Zone Districts

#### 2.4. Mixed-Use Districts

##### 2.4.4. Mixed-Use – Original Aurora District (MU-OA)

#### b. Standards

All development and redevelopment approved after the Effective Date shall conform to the streetscape standards in Table 2.4-6, unless otherwise noted.

**Table 2.4-6**

#### MU-OA District Streetscape Standards

X Indicates a required element

Sidewalks may be attached or detached to reflect the intent or average existing condition of a particular block as shown in adopted plans or policy documents.

	Multifamily, Mixed-Use and Commercial		Single-Family Detached, Duplex and Townhome	
	New Construction	Adaptive Reuse	New Construction	Adaptive Reuse
<b>Original Aurora Low Density Residential (MU-OA-R1)</b>				
Sidewalk Width	N/A	N/A	5 ft.-6 ft.	5 ft.-6 ft.
Street Trees (1 per 35 linear feet)	N/A	N/A	X	X
Curbside Landscaping Area	N/A	N/A	X	X
<b>Original Aurora Medium Density Residential (MU-OA-R2)</b>				
Sidewalk Width	5 ft.-16 ft.	5 ft.-16 ft.	5 ft.-6 ft.	5 ft.-6 ft.
Street Trees (1 per 35 linear ft.)	X	X	X	X
Tree Openings 5 ft. x 15 ft.	X	X	X	X
Planters / Planting Beds [1]	X	X	X	X
Tree Grates [2]	X	X	X	X
Curbside Landscaping Area	X	X	X	X
<b>Original Aurora Residential Mixed-Use (MU-OA-RMU)</b>				
Sidewalk Width	5 ft.-16 ft.	5 ft.-16 ft.	5 ft.-16 ft.	5 ft.-16 ft.
Street Trees (1 per 35 linear ft.)	X	X	X	X
Tree Openings 5 ft. x 15 ft.	X	X	X	X
Planters / Planting Beds [1]	X	X	X	X
Tree Grates [2]	X	X	X	X
Curbside Landscaping Area	X	X	X	X
<b>Original Aurora Main Street (MU-OA-MS)</b>				
Sidewalk Width	14 ft.-16 ft.	5 ft.-16 ft.	5 ft.-16 ft.	5 ft.-16 ft.
Street Trees (1 per 35 linear ft.)	X	X	X	X
Tree Openings 5 ft. x 15 ft.	X	X	X	X
Planters / Planting Beds [1]	X	X	X	X
Tree Grates [2]	X	X	X	X
<b>Original Aurora General (MU-OA-G)</b>				
Sidewalk Width	14 ft.-16 ft.	5 ft.-16 ft.	5 ft.-16 ft.	5 ft.-16 ft.
Street Trees (1 per 35 linear ft.)	X	X	X	X
Tree Openings 5 ft. x 15 ft.	X	X	X	X
Planters / Planting Beds [1]	X	X	X	X
Tree Grates [2]	X	X	X	X

[1] Where utilities prevent the installation of street trees or where sidewalks are less than 6 ft. in width, above ground planters shall be provided and shall include a combination of ornamental grasses, shrubs and perennials. A minimum of 4 ft. of clear pedestrian passage shall be provided around all planters. Planters shall meet the Public Realm Design Standards in Section 146-2.4.4.G.5

[2] Tree grates can be used as an alternative when site constraints impact the ability to develop the parcel and/or when outdoor seating is part of the design.

#### 5. Public Realm Design Standards

##### a. Purpose

The purpose of these public realm design standards is to create a clear and consistent design aesthetic for streetscapes within Original Aurora by specifying uniform standards for site furnishings, sidewalks, street trees, walls, fences, lighting, public art and parks; and to enhance the overall character of the area by creating a distinct and identifiable place.

##### b. Standards

The preferred Site Furnishing Components, Sidewalk Design Components, Landscape Design Components, Screening Components, and Lighting Fixtures are



Section 4. Section 2.4.7.E, Subsections 1 and 7, of the UDO shall be amended to read as follows:

#### 2.4.7.E. Required Elements

Each development in the MU-R district shall contain the following elements:

1. An identified Focal Point, ~~as defined in Article 146-6, as a point~~ that serves as the center of the area with the highest development density or the most intense activity in the MU-R zone district. If the property abuts the E-470 right-of-way, the focal point shall include a distinctively designed building or feature that is visible from E-470 and that is immediately adjacent to the Walkable Main Street element. The Focal Point shall be connected to the Main Street ~~(as defined in this Article 146-6)~~ and may be located within a High Visibility Site ~~(as defined in this Article 146-6)~~. The tallest buildings and the buildings with the highest development density within the MU-R zone district shall be located on Focal Point Sites, which shall include all the land within 660 feet of the Focal Point, and which may also (at the applicant's option) include any additional land located within 660 feet of the Main Street.
7. If the property is adjacent to E-470, it shall include Identified High Visibility Sites **defined as a single row of building sites located between the E-470 right-of-way** and a Boundary Road, ~~as defined in Article 146-6, as a road that roughly~~ **generally** parallels the alignment of E-470 (and also turns to parallel the alignment of I-70 at the E-470/I70 interchange) and terminates other streets running toward E-470. The Boundary Road shall be located at least 300 feet from the E-470 right-of-way to define a single row of building sites located between the Boundary Road and E-470, which are referred to as High Visibility Sites. In the case of a regional shopping mall or other regional use containing at least 1,000,000 square feet of gross floor area, the Boundary Road may (at the applicant's option) be a frontage road located closer than 300 feet to the E-470 or I-70 rights-of-way. When the Boundary Road is designed as a frontage road, the areas between the Boundary Road and the E-470 and I-70 rights-of-way shall meet the parking lot perimeter landscaping requirements of Section 146-4.7.5.K.5.

Section 5. Section 2.7.1.E of the UDO shall be amended to read as follows:

#### 2.7.1. Planned Development (PD)

~~E. [RESERVED] Mineral Extraction 1. When mining or mineral extraction activities are permitted as an interim use by a Master Plan in a PD district, such uses shall be subject to public hearing and approval by the City Council. The City Council shall not approve a mining or mineral extraction use unless it finds the proposed use:~~

- ~~a. Is in conformance with the mineral extraction plan;~~
- ~~b. Is consistent with the Comprehensive Plan;~~
- ~~c. Is consistent with the drainage basin plan;~~
- ~~d. Is compatible with adjacent zoning and land use;~~



- e. Provides for the mitigation of environmental impacts including visual quality, pollution control, natural and built environment, health, safety, and general welfare; and
- f. Promotes multiple sequential use of land.

2. Mining or mineral extraction uses approved by the City Council shall be subject to a review by the Planning and Zoning Commission every five years after initial approval for compliance with the terms of the original approval as well as for compatibility with adjacent zoning and land uses.

3. No mining or mineral extraction use shall be permitted unless all public improvements and land dedications necessitated by the use are reserved by the use and secured by an agreement that shall construct improvements and make necessary dedications as determined by the City Council. The agreement shall specify the nature of such improvements and dedications involved and the timing of construction or dedication. Improvements and dedications shall be made upon the commencement of the use, unless otherwise provided in the agreement.

Section 6. Table 3.2-1 of the UDO shall be amended to read as follows:

## CHAPTER 146-3 PERMITTED USES

Table 3.2-1 Permitted Use Table		P = Permitted C = Conditional use A = Accessory to primary use										T = Temporary use V = Permitted if structure vacant for 5 years or more																
		RESIDENTIAL							MIXED-USE										SPECIAL PURPOSE									
ZONE DISTRICT And Subarea or Subdistrict		R-1		R-2				MU-N			MU-OA				MU-TOD													
Land Use	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-OI	MU-C	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD
RESIDENTIAL USES																										3.3.2.A		
Household Living																												
Dwelling, Co-housing Development				P	P	P	P	P							P							P						3.3.2.B
Dwelling, Cottage Development				P	P	P	P	P							P							P						3.3.2.C
Dwelling, Green Court			P	P	P	P	P															P						4.2.3.C
Dwelling, Live/work				P	P	P	P							P	P	P	P	P	P	P	P	P						3.3.2.E
Dwelling, Loop Lane			P	P	P	P	P															P						4.2.3.D
Dwelling, Motor Court			P		P	P	P															P						4.2.3.E
Dwelling, Multifamily			P	P	P	P	P				P	P			P	P	P	P	P	P	P	P						3.3.2.H
Dwelling, Single-family Attached (Townhouse)			P	P	P	P	P		P			P		P	P	P	P		P	P	P	P						3.3.2.I
Dwelling, Single-family Detached	P	P	P	P	P	P	P						P	P								P		P				3.3.2.J
Dwelling, Tiny House								P																				3.3.2.K
Dwelling, Two-family (Duplex)			P	P	P	P	P		P					P	P	P				P		P						3.3.2.L
Manufactured Housing								P																				3.3.2.K
Group Living																												
Congregate Living Facility											C	C										C						3.3.2.M



**Table 3.2-1**  
**Permitted Use Table**

P = Permitted

C = Conditional use

A = Accessory to primary use

T = Temporary use

V = Permitted if structure vacant for 5 years or more

	RESIDENTIAL								MIXED-USE														SPECIAL PURPOSE					
ZONE DISTRICT And Subarea or Subdistrict	R-1		R-2					MU-N				MU-OA						MU-TOD										
	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-O1	MU-C	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD
Continuing Care Retirement or Assisted Living Facility				P	P	P	P				P	C			P	P	P	P	P	P	P	P						
Dormitory, Fraternity, or Sorority House							P				P							P			P	P						
Group Home, FHAA Large				P	P	P	P		P	P	P	P			P	P	P	P	P	P	P	P						3.3.2.N
Group Home, FHAA Small	P	P	P	P	P	P	P	P					P	P								P						3.3.2.N
Nursing or Convalescent Home				C	C	P	P				P	P						P	P	P	P	P						
Rooming House				C	C	P	P					C									P	P						
Supportive Housing, Large											C	C						C				C						3.3.2.O
Supportive Housing, Small											C	C																3.3.2.O
PUBLIC, INSTITUTIONAL, RELIGIOUS, AND CIVIC USES																												
Adult or Child Day Care Center, Large						C	C				P	P			C	P	P	P		P	P	P	P	A	A			3.3.3.A
Adult or Child Day Care Center, Small				C	C	C	C				P	P		C	P	P	P	P		P	P	C-P	A		A	A		3.3.3.A
Cemetery																							P	P	P	P		
Civic or Cultural, or Public-Use Facility		C	C	C	P	P	P		P	P	P	P	C	C	C	P	P	P	P	P	P	P	P		P	P	C	
Club, Lodge, and Service Organization									P	P	P	P				P	P	P		P	P	P	P	P	P	P		
Crematorium																									C	C		
Higher Education Institution									V		P	P				P	P	P	P	P	P	P	P	P	P	P		
Hospital											P	P					P	P	P	P	P	P	P	P	P	P		
Meeting, Banquet, Event, or Conference Facility									P	P	P	P				C	P	P	P	P	P	P	P	P	P	P		
Mortuary											P	P										P	P		P	P		
Park and Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Place of Worship	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Public Facility	C	C	C	C	C	C	C	C	P	P	P	P	C	C	P	P	P	P	P	P	P	C	P	C	P	P	C	
School, Elementary or Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		3.3.3.B
AGRICULTURAL AND ANIMAL-RELATED USES																												
Agriculture	P		P		P																	P	P	P	P	P		3.3.4.A
Horse Stable or Riding Academy	P																					C	P		P	P	C	3.3.4.B
Kennel											C	C										C	C	P	C	P		3.3.4.C
Plant and Tree Nursery and Greenhouse	P											C-P				A	A	P				P	P		P	P		
Urban Agriculture	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.3.4.D



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	RESIDENTIAL							MIXED-USE														SPECIAL PURPOSE							
ZONE DISTRICT And Subarea or Subdistrict	R-1		R-2					MU-N				MU-OA					MU-TOD												
Land Use	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-OI	MU-C	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD	
Veterinary Clinic and Hospital									C	C	P	P				C	C	C	C	C	C	C	P	P	P	P			
COMMERCIAL AND INDUSTRIAL USES																													
Food, Beverage, and Lodging																													
After Hours Club or Indoor Entertainment									C	C	C	P				C	C	C	C	C	C	C	CP		P			3.3.5.A	
Bar and Tavern									C	C	P	P				C	C	P	P	P	P	P	CP		P			3.3.5.B	
Bed and Breakfast		A	A	P	P	P	P				P	P	A	A	A	A	A	P	P	P	P	A						3.3.5.C	
Brewery, Distillery, or Winery									C	C	P	P				C	C	P			P	P	P		P	P		3.3.5.D	
Brewpub									C	C	P	P				P	P	P	P	P	P	P	P		P	P			
Catering Service											P	P				P	P				P	P	P		P	P			
Hotel											P	P				P	P	P	P	P	P	P	P					3.3.5.E	
Microbrewery									C	C	P	P			C		P	P	P	P	P	P	P		P	P			
Restaurant									P	P	P	P		C	C	P	P	P	P	P	P	P	P	A	P	P		3.3.5.F	
Offices																													
Art Studio or Workshop				A	A	A	A		P	P	P	P				P	P	P	P	P	P	P	P	P	P	P		3.3.5.G	
Day Labor Hall											C					C						C		C	C			3.3.5.H	
Medical and Dental Clinic							C		P	P	P	P				P	P	P	P	P	P	P	P		P	P			
Office							P		P	P	P	P		C	C	P	P	P	P	P	P	P	P		P	P		3.3.5.I	
Office, Flex											P	V									P	P	P		P	P			
Recreation and Entertainment																													
Indoor Recreation and Entertainment									C	C	P	CP				C	P	P	P	P	P	P	P	P	P	P	C	3.3.5.J	
Indoor Shooting Range												C										C	P		P	P			
Outdoor Recreation and Entertainment	C			C	C	C	C	C	C	C	C	C				C	C	C	C	C	C	C	C	C	C	C	C	3.3.5.K	
Outdoor Recreation and Sports	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P	P	P	P	P	P	P	P	P	P	P		
Pari-mutuel Wagering Facility												C										C						3.3.5.L	
Private Golf Course, Tennis Club, or Clubhouse	P	PA	P	PA	P	PA	PA	P	P	P	P	P					P				P	P	P			P		3.3.5.M	
Racetrack																						C		C	C			3.3.5.N	
Recreational Vehicle Park																						C	P	P	P	P	C	3.3.5.O	
Theater										P	P	P				P	P	P	P	P	P	P	P		P	P			
Retail Sales and Personal Services																													
Home Building Supplies												P	G									P	P	P	P	P			
Pawnbroker										C		P				P	P					P	P	P	P	P		3.3.5.P	
Personal Service, Large											P	P				P	P	P	P	P	P	P	P	P	P	P		3.3.5.Q	
Personal Service, Small									P	P	P	P		C	C	P	P	P	P	P	P	P	P	P	P	P		3.3.5.Q	



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	RESIDENTIAL								MIXED-USE														SPECIAL PURPOSE							
ZONE DISTRICT And Subarea or Subdistrict	R-1			R-2				MU-N				MU-OA						MU-TOD												
	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-O1	MU-C	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD		
Retail Liquor Store									C	C	P	P				C	C	C	C	P	P	P	P	P	P	P	P	3.3.5.R		
Retail Marijuana Store									P	P	P	P				P	P	P	P	P	P	P	P	P	P	P	P	3.3.5.S		
Retail Sales, Large											P	P				P	P	P	P	P	P	P	P	P	P	P	P	3.3.5.T		
Retail Sales, Small									P	P	P	P		C	C	P	P	P	P	P	P	P	P	P	P	P	P	3.3.5.T		
Storage, Distribution, or Wholesaling																														
Above Ground Bulk Storage of Flammable Liquids or Gasses																							A		A	A		3.3.5.V		
Bulk Commodity Storage Facility																						G	C		P	P		3.3.5.W		
Outdoor Storage																							PC	P	C	P	P	3.3.5.X		
Sale at Wholesale												A											PC	P	P	P	P			
Self-storage Facility												C											C	P	P	P	P	3.3.5.Y		
Storage, Distribution, and Warehousing																							C	P	P	P	P	3.3.5.Z		
Industrial																														
Equipment Rental and Repair												P											C	P		P	P	3.3.5.AA		
Heavy Manufacturing																										P		3.3.5.BB		
Light Manufacturing											P	P											G	C	P		P	P	3.3.5.CC	
Marijuana Cultivation Facility, Marijuana Product Manufacturing Facility, Marijuana Research Business, or Marijuana Transporter Licensed Premises																										P		P	P	3.3.5.S
Marijuana Testing Facility									P	P	P	P				P	P	P	P	P	P	P	P	P	P	P	P	3.3.5.S		
Mining																										C	P			
Oil and Gas Facility	See Section 145-3.3.5.DD (Oil and Gas Facility)																												3.3.5.DD	
Sexually Oriented Business																										P	P		3.3.5.U	
Specialty Food Production									P	P	P	P				P	P	P	P	P	P	P	P	P	P	P	P	3.3.5.EE		
Transportation and Freight																														
Aircraft Hangar and Aircraft Maintenance Facility																							P		P	P				
Airport																							P		P	P	A			
Intermodal Cargo Transfer Yard																							C		C	P				
Locomotive and Railcar Yard and Repair Facility																									C	G	P			
Motor Freight Terminal																							C		C	P				
Railroad Track																							P		P	P		3.3.5.FF		
Transit Facility										P	C	P					C	C	P	P	P	P	P	P	P	P		3.3.5.GG		
Utilities and Communication																														



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ZONE DISTRICT And Subarea or Subdistrict	R-1		R-2					MU-N			MU-OA						MU-TOD												
	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-OI	MU-C	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD	
Land Use																													
Electric Power Generator Station																						C	C		C	P		3.3.5.HH	
Solar Collector as a Primary Use	C										C	C										C	P		GP	P	P	3.3.5.II	
Telecom Facility, Tower																							C	C	C	GP		3.3.5.JJ	
Telecom Facility, Freestanding Monopole																							C	C	GP	GP		3.3.5.JJ	
Telecom Facility, Freestanding Unipole											C	C					C	C	C	C	C	C	C	C	C	C	C	3.3.5.JJ	
Telecom Facility, Freestanding Stealth	C	C	C	C	C	C	C	C	C	C	C	C				C	C	C	C	C	C	C	C	GP	P	GP	GP	C	3.3.5.JJ
Utility, Major													C									C	P		GP	GP		3.3.5.KK	
Utility, Minor	C	C	C	C	C	C	C	C	PC	PC	PC	PC	C	C	C	C	C	PC	PC	PC	PC	PC	P		P	P	C		
Wind Energy System, Large																						C	C		C	C		3.3.5.LL	
Vehicle-related Operations																													
Automobile and Light Truck Sales and Rental											AC	C									C	C	P	P	P	P		3.3.5.MM	
Motor Vehicle Body Shop and Painting																							C		C	P		3.3.5.NN	
Motor Vehicle Fuel Dispensing Station												C					C				C	C	P		P	P		3.3.5.OO	
Motor Vehicle Indoor Showroom or Broker											P	P							P	P	P	P	P	P	P	P		3.3.5.PP	
Motor Vehicle Repair and Service												C								C	C	C	P		P	P		3.3.5.NN	
Motor Vehicle Towing, Salvage, and Dismantling																							G		C	C		3.3.5.QQ	
Motor Vehicle Wash												C									C	C	P	P	P	P	A	3.3.5.RR	
Other Motor Vehicle, Trailer, Boat, or Manufactured Home Sales or Rental												C											C	P	P	P		3.3.5.SS	
Parking Garage							A		A	A	AP	P				P	P	AP	P	P	P	P	P	P	P	P	A	3.3.5.TT	
Parking Lot (Commercial)									A	A	AC	PC					P	A	A	P	P	C	C		P	P	A	3.3.5.UU	
Vehicle Fleet Operations Center																						C	P		P	P		3.3.5.VV	
Waste and Recycling																													
Bio-Medical Waste Treatment Facility																										C			
Recycling Collection Facility									A	A	A	A						A	A	A	C	C	P	P	P	P	A	3.3.5.WW	
Sewage Disposal Plant																								P		C			
Solid Waste Transfer Facility																								P		C		3.3.5.XX	
ACCESSORY AND TEMPORARY USES																													
Airport																											A		



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ZONE DISTRICT And Subarea or Subdistrict	R-1			R-2					MU-N					MU-OA					MU-TOD											
	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-O1	MU-C	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD		
Ambulance Service											A	A											A	A	A	A		3.3.6.B		
Caretaker's Residence											A	A										A	A	A	A	A	A			
Christmas Tree Sales									T	T	T	T					T	T	T	T	T	T	T	T	T	T		3.3.6.C		
Donation Collection Bin									T	T	T	T				T	T	T	T	T	T	T	T	T	T	T	T	3.3.6.D		
Drive-Up or Drive- Through Facility									CA	CA	C A	C A					C A			C A	C A	C A	C A		A	A		3.3.6.E		
Dwelling, Short-Term Rental	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A						3.3.6.F		
Dwelling Unit, Detached Accessory												A	C A	C A	C A	C A	C A	A				CA	A					3.3.6.G		
Electric Vehicle Charging Facility							A	A	A	A	A	A					A	A	A	A	A	A	A	A	A	A				
Ground Floor Commercial Use							A		A	A					A							A	A					3.3.6.H		
Home Adult or Child Day Care	A	A	A	A	A	A	A						A	A														3.3.6.I		
Home Occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A						3.3.6.J		
Mining or Mineral Extraction as an Interim Use																										T	T			
Mobile Food Truck									T	T	T	T				T	T	T	T	T	T	T	T	T	T	T	T	3.3.6.K		
Outdoor Seating or Dining							A		A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	3.3.6.L		
Radio and Television Antenna Tower																							CA	A	A					
Roadside Sales Stand	A	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	3.3.6.M		
Rodeo Practice Arena	A																										A			
Scientific, Environmental, or Interpretive Educational Use											A	A					A					A					A			
Slaughterhouse, Small																									CA			3.3.6.N		
Solar Collector, Ground or Building- Mounted	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	CA	A	A	A	3.3.6.O		
Telecom Facility, Building-Mounted	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	3.3.5.JJ		
Temporary Event or Sales	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	3.3.6.P		
Temporary Construction Support Facility	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	3.3.6.Q		
Temporary Outdoor Food or Merchandise Stand									T	T	T	T				T	T	T	T	T	T	T	T	T	T	T	T	3.3.6.R		
Wind Energy System, Small Ground- Mounted	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	3.3.6.S		
Wind Energy System, Small Roof-Mounted	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	3.3.6.T		
Unlisted Temporary Use	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	3.3.6.U		



Section 7. Section 3.3.2 C and H of the UDO shall be amended to read as follows:

### 3.3.2 Residential Uses

#### C. Dwelling, Cottage Development

1. Minimum project size is one acre, and maximum project size is ~~five~~ **10** acres.

#### H. Dwelling, Multifamily

~~7. If this use is located in an R-3 or R-4 zone district, and in the MU-OA-RMU subdistrict, the lot must contain at least 20 percent open space.~~ **On-site outdoor space shall be a minimum of 20% of the site or the minimum amount required on a “per unit” basis in certain zone districts. The purpose is to assure that multifamily development includes adequate outdoor space for residents and guests. Adequate outdoor space includes a mix of**

- 1. usable green spaces for unstructured recreation, playgrounds, outdoor swimming pools, and athletic courts; and**
- 2. common gathering spaces such as plazas and courtyards. A significant portion of the outdoor space shall be consolidated in a centralized portion of the development. This requirement applies to all zone districts where multifamily is permitted except for, or as otherwise specified in Mixed-Use Fitzsimons Boundary (MU-FB) Mixed Use - Original Aurora (MU-OA), or Transit-Oriented Districts (MU-TOD).**

**The required outdoor space may not include areas intended for vehicular use. Landscape buffers and other required landscape features do not count toward the outdoor space requirements unless they are designed as usable green space or common gathering space or are adjacent and within 25 feet of such space. Internal sidewalks and trails intended for use by all residents and guests may contribute to the requirement when adjacent to 8 feet of landscape area and include amenities such as benches or similar features. Detention ponds may only count toward the requirement for the portions designed to include usable green space and common gathering space. Balconies and rooftop “outdoor spaces” may count toward the requirement. Dog parks may count for up to 40% of the requirement.**

**Outdoor Space Credit - Multifamily buildings located within 330 feet of a Neighborhood or Community Park may reduce the outdoor space requirement by half for that portion of the site located within 330 feet of the park. To receive this credit, a direct pedestrian route to the park is required, which may not cross an arterial street or other roadway with speed limit that is 40 mph or above.**

~~8. If this use is located in an MU-C or MU-OI zone district, at least 50 percent of each ground floor facade of the structure facing a public or private street shall be occupied by a non-residential use.~~ **If the use is located in a mixed-use district, commercial, or other non-residential uses within the building should be located on the ground floors facing the primary pedestrian streets and include storefront windows to enhance the streetscape.**



Section 8. Section 3.3.4.C.4 of the UDO shall be amended to read as follows:

3.3.4.C.4. Kennel

This use is not permitted within 300 feet of ~~either the I-70 right-of-way or~~ land zoned for residential land uses.

Section 9. Section 3.3.5 A, B, F, K, R, T, X, Z, AA, BB, JJ, KK, MM, NN, OO, QQ, SS, TT, and UU of the UDO shall be amended to read as follows:

3.3.5.A.1 After Hours Club or Entertainment

1. ~~[RESERVED] In Subarea A, If this use is located not permitted within 300 feet of a Single-Family Residential Use zone district and if it is located within In Subareas B and C, this use is not permitted within 500 feet of Residential zone district it shall be processed as a conditional use. if within 300 feet of a single family or single family attached use.~~

3.3.5.B. Bar and Tavern

This use requires a conditional use approval if located within 300 feet of a **Single-Family Residential zone district Use**.

3.3.5.F. Restaurant

In all zone districts, any establishment on a lot that is located partially or entirely within ~~400~~ **300** feet of an R-R, R-1, or R-2 zone district and that will remain open to the public after 12:00 midnight shall require a conditional use approval.

3.3.5. K. Outdoor ~~Recreation and~~ Entertainment

1. ~~[RESERVED] In the R-R, R-1, R-2, R-3, R-4, and R-MH districts, outdoor recreational and entertainment facilities are permitted if they are located in private common space and use of the facility is limited to residents of the development and their guests.~~

2. ~~[RESERVED] This use is not permitted within 1,000 feet of a heavy manufacturing use.~~

3. All outdoor stadiums shall comply with Section 11-18.5 of the Aurora City Charter prohibiting direct or indirect subsidies to motor sports facilities.

3.3.5.R Retail Liquor

In Subarea A, a retail liquor store shall not be established within ~~200~~ **300** feet of a **Single-Family Residential zone district Use** unless a conditional use approval has been obtained.  
~~In Subareas B and C, a retail liquor store shall not be established within 400 feet of a Residential zone district unless a conditional use approval has been obtained.~~



### 3.3.5.T. Retail Sales

1. In all zone districts, any establishment on a lot that is located partially or entirely within ~~400~~ **300** feet of an R-R, R-1, or R-2 zone district and that will remain open to the public after 12:00 midnight shall require a conditional use approval.

~~3. In the MU-C districts, this use requires conditional use approval if abutting a Residential zone district or use and operates between the hours of 12:00 midnight and 6:00 a.m.~~

~~8. Retail facilities that include more than 500,000 square feet of gross floor area, and that contain more than 25 retail sales businesses, in which the primary entry to the majority of retail sales businesses is through an enclosed interior hallway(s), are permitted only in the MU-R zone district.~~

### 3.3.5.X.9. Outdoor Storage

**In Subareas A and B, this use is not permitted as a primary use within one-half quarter (1/4) mile of I-70 right-of-way. In Subarea C, this use is not permitted as a primary use within one-half mile of I-70 or E-470 right-of-way.**

### 3.3.5.Z Storage, Distribution, or Warehouse

**1. [RESERVED]The use shall be located at least 500 feet from any Residential district, school, or child care center.**

### 3.3.5. AA. Equipment Rental and Repair

1. In the MU-C, ~~MU-OA~~, and ~~MU-A MU-R~~ districts, this use is limited to the repair of household and small business equipment and may have a maximum of 7,500 square feet of gross floor area on the ground floor, and outdoor storage is prohibited.

2. In the **AD, I-1**, and I-2 districts, rental, repair, and servicing **outdoor** operations ~~shall not occur adjacent to a Residential zone district. Any outdoor operations or storage areas shall be~~ fully screened from view from adjacent properties in accordance with Section 146-4.7 (Landscape, Water Conservation, Stormwater Management).

### 3.3.5.BB.1 Heavy Manufacturing

**1. Manufacturing of animal products, basic chemical manufacturing, petroleum, and coal products manufacturing, and paper and paperboard mills are not permitted within one-half mile of I-70 right-of-way or within one-half mile of any land zoned for residential land uses. This use is not permitted within one quarter ¼ mile of a Single-Family Residential Use.**

### 3.3.5 JJ.4 Preferred Telecom Facility Type



The City's preferred types of Telecom Facilities are listed below in order of preference, the City's highest preference listed first. The applicant shall choose the type of facility highest in preference that provides the type of service required, to the maximum extent practicable, and shall demonstrate during the application process why types of Telecom Facilities listed as higher preferences in the list below were not selected.

- a. **Roof/Building Mounted Telecom Facility**
- b. **Freestanding Stealth Telecom Facility**
- c. **Freestanding Unipole Telecom Facility**
- d. **Freestanding Monopole Telecom Facility**
- e. **Freestanding Tower Telecom Facility**

### 3.3.5 KK. Utility, Major

### 2. Major **Public** Electrical or Natural Gas Facility

### 3.3.5. MM.Auto and Light Truck Sales and Rental

~~In the I-1 and I-2 districts~~ **The following are applicable:**

- a. This use must be located a minimum of 300 feet from the nearest Residential zone district or residential component of a Mixed-Use zone district.
- b. Where this separation does not exist, conditional use approval shall be required.

### 3.3.5.NN.Motor Vehicle Body Shop and Painting; Motor Vehicle Repair and Service

### 7. In the I-1 and I-2 districts:

- a. ~~This use is only permitted when a 300 foot or greater distance from the nearest Residential zone district or the residential component of a Mixed-Use zone district exists.~~ **If this use is located within 300 feet of a Single Family Residential Use, the use is a Conditional Use.**

### 3.3.5.OO Motor Vehicle Fuel Dispensing Station

4. **[RESERVED]**~~In the MU-C and MU-R districts, use shall not be located closer than 300 feet from an arterial/arterial or arterial/E-470 intersection.~~

5 In the MU-OA districts, **with the exception of MU-OA-G District**, this use is limited to those establishments existing on the Effective Date.

6. **[RESERVED]**~~In the MU-TOD Core subdistrict, a motor vehicle fueling dispensing station associated with a grocery store may be a permitted use if so provided in the Station Area Plan.~~



7. ~~[RESERVED]In the I-1 and I-2 districts, a building containing or related to this use is not permitted within 300 feet of a Residential zone district unless a conditional use approval is obtained pursuant to Section 146-5.4.3.A.~~

## 9. Design Standards for Motor Vehicle Fuel Dispensing Stations

### d. Canopy Fascia Colors

ii. Strong accent colors may be used as decorative elements on the fascia, but they shall be limited to horizontal bands of a total area not to exceed 40 percent of the area **per façade and/or canopy fascia side**.

### 3.3.5.QQ.1 Towing, Salvage

**1. In Subareas A & B this use is not permitted within ¼ -mile of I-70 or E-470 right-of-way or any land zoned for residential land uses. In Subareas C, this use is not permitted within ½-mile of I-70 or E-470 right-of-way or within ½-mile of any land zoned for residential land uses.**

### 3.3.5.SS.1 Other Vehicle Sales

1. This use is not permitted within ½ ¼ mile of I-70 right-of-way. ~~or within ½ mile of any land zoned for residential land uses.~~

### 3.3.5 TT. Parking Garage

Above ground portions of parking garages ~~or structures with automobile parking~~ shall **comply** with the following standards:

2. ~~[RESERVED]In the MU-OA-MS subdistrict, only facilities owned or operated by a governmental or public entity are permitted.~~

3. In the MU-OA-G or **MU-OA-MS** subdistricts, commercial parking **garages** ~~facilities~~ require conditional use approval, but facilities owned or operated by a governmental or public entity are permitted without conditional use approval.

### 3.3.5.UU.1 Parking Lot (Commercial)

In all zone districts other than the **AD**, I-1 and I-2 zone districts, ~~and for all uses located in the I-1 and I-2 districts that are not listed as industrial uses in Table 3.2-1 (Permitted Use Table):~~

1. This use is not permitted within 1/2 mile of I-70 right-of-way or within 1/2 mile of any land zoned for residential land uses. **In AD districts this use shall be a conditional use.**

Section 10. Section 3.3.6.G.1 F, L and N of the UDO shall be amended, and new sections P and Q shall be added, to read as follows:



### 3.3.6 ACCESSORY AND TEMPORARY USES

#### G. Dwelling Unit, **Detached** Accessory

##### 1. Generally

~~f. Accessory dwelling units are exempt from lot area and lot area per dwelling unit standards in Section 146 4.2.2 and 146 4.2.3. [RESERVED]~~

l. The ~~permanent resident~~ **property owner** shall occupy either the primary dwelling unit or accessory

dwelling.

n. Accessory dwelling units may be used as short-term rentals by a property owner ~~or long-term renter~~ who is living in the primary structure on the property.

**p. The accessory dwelling shall not exceed the 24 feet in height, regardless of the height of the primary dwelling structure.**

**q. Windows for a second story accessory dwelling unit shall be sited to preserve the privacy of adjacent residences to the maximum extent practicable.**

Section 11. Section 3.3.6.G.2 of the UDO shall be amended to delete subsections C and D:

### 3.3.6. Accessory and Temporary Uses

#### G. Dwelling Unit, Accessory

##### 2. Additional Standards for MU-OA District

~~e. The accessory dwelling shall not exceed the 24 feet in height, regardless of the height of the primary dwelling structure.~~

~~d. Windows for a second story accessory dwelling unit shall be sited to preserve the privacy of adjacent residences to the maximum extent practicable.~~

Section 12. Section 3.3.6.I of the UDO shall be amended, and the corresponding Table 3.3-1 deleted from the UDO, to read as follows:

#### I. Home Adult or Child Day Care

1. In-home daycare may be provided to children from birth to 16 years of age, with no more than two children, including caretaker's own children, under two years of age. The ~~following~~ limit on enrollment shall be ~~maintained:~~ **six.**

~~Table 3.3-1 Home Child Day Care Limits~~



~~Caretaker's Preschool Children Maximum Number of Day Care Children Permitted 2 3 1 4 0 5 3.3.~~

2. All facilities must operate under the rules set forth by the Colorado Department of Human Services, as amended from time to time.

Section 13. Table 4.2-3 of the UDO shall be amended to read as follows:

Table 4.2-2 Summary of Mixed-Use Districts Dimensional Standards See additional standards in Section 146-2.4 (Mixed-Use Districts)								
Zone District	MU-N	MU-OI	MU-C	MU-OA	MU-FB	MU-TOD	MU-R	MU-A
Project and Site Standards								
Contiguous and adjacent area, minimum	N/A	N/A	40 ac [1]	N/A	N/A	N/A	40 ac [2]	N/A
Contiguous and adjacent area, maximum	10 ac [1]	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Residential density	16 du/ac max.	N/A	N/A	N/A	25 du/ac min.	Core: 60 du/ac, min. Edge: 20 du/ac, min.	N/A	40 du/ac, max.
Lot area and lot width, minimum								
Residential uses	R-2 standards apply		R-3 standards apply	See Table 2.4-5	R-3 standards apply	NA	NA	NA
Other uses	NA				NA			
Setbacks and Build-To Standards								
Front								
From streets (All Subareas) [3]	0 ft./ 20 ft. / 20 ft.	Must allow compliance with Section 146-4.7		See Table 2.4-5	Arterials and Collectors: 0 ft. min. 15 ft. max; Other: 5 ft. min, 15 ft. max.	Core: 10 ft. max. Edge: 18 ft. max.	Main Street: 15 ft. max for at least 50% of ground floor frontage; All streets other than the Main Street: 10 ft. min	25 ft. min. [4]
From Residential district (All Subareas)	20 ft.							
Side setback, minimum								
From streets (All Subareas)	0 ft./ 20 ft./ 20 ft.	Must allow compliance with Section 146-4.7		See Table 2.4-5	Must allow compliance with Section 146-4.7	Core: None Edge: same as any Residential zone district adjacent to the lot	Must allow compliance with Section 146-4.7	25 ft. [4]
From Residential districts (All Subareas)	20 ft.							50 ft.
Rear setback, minimum								
General (All Subareas)	0 ft./ 20 ft./ 20 ft.	Must allow compliance with Section 146-4.7		See Table 2.4-5	Must allow compliance	Core: If no alley: 5 ft.	Must allow compliance	25 ft.



**Table 4.2-2**  
**Summary of Mixed-Use Districts Dimensional Standards**

See additional standards in Section 146-2.4 (Mixed-Use Districts)

Zone District	MU-N	MU-OI	MU-C	MU-OA	MU-FB	MU-TOD	MU-R	MU-A
From Residential districts (All Subareas)	20 ft.				with Section 146-4.7	If alley: 3 ft. max. <b>Edge:</b> same as any Residential zone district adjacent to the lot	with Section 146-4.7	50 ft.
Setback from centerline of alley, minimum.	N/A	10 ft.	Subarea A: 10 feet min., Subareas B & C: N/A	See Table 2.4-5	N/A		N/A	N/A
Separation of buildings, maximum	N/A	N/A	N/A	N/A	N/A	N/A	45 ft. on Main Street; 180 ft. along arterials and collectors	N/A
<b>Building Standards</b>								
Building height								
General	Subarea A: See Aurora Infill Handbook; Subareas B & C: 2 stories max.	75 ft. max.	Subarea A: See Aurora Infill Handbook; Subareas B & C: 75 ft. max.	See Table 2.4-5	19 ft. min. on arterials	<b>Core:</b> No max.; 3 story min. <b>Edge:</b> No max.; No min.	Max for Focal Point: N/A Max General: No building taller than Focal Point; If no Focal Point yet constructed: 100 ft.	Single-family and duplex: 38 ft. max.; Multifamily or mixed-use: 60-100 ft.; Non-residential: 100 ft.
Multifamily Affordable Housing structure	2 stories max.	75 ft. max.	90 ft., max.	See Table 2.4-5	19 ft. min on arterials	<b>Core or Edge:</b> No max. 3 story min.	Max for Focal Point: N/A Max General: No building taller than Focal Point; If no Focal Point yet constructed: 130 ft.	75-100 ft.
Within 75 feet of R-1 or R-2 district [5]	38 ft. max.	38 ft. max.	38 ft. max.	See Table 2.4-5	38 ft. max.	48 ft. max.	38 ft. max.	38 ft. max.
Gross floor area, maximum								
All structures,	50,000 sf. gfa	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Each individual use [6]	15,000 sf. gfa	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Notes:**

- [1] Applies to properties zoned into this district after the Effective Date. 10 acre maximum does not apply to MU-N districts designated for school, park, or religious assembly uses.
- [2] Applies to for projects in this district approved under prior E-470 or NEP zoning and projects in Subarea C zoned into this district after the Effective Date.
- [3] Entries and arcades can be recessed from maximum setbacks.
- [4] If the Director determines that the intended character of the development is urban, based on considerations of surrounding existing or intended development and relationship of primary buildings to the street, the Director can approve a reduction to 15 feet.
- [5] Applies to general structures and to Affordable Housing Structures.
- [6] Except grocery stores, places of worship, schools, or recreation centers.

Section 14. Section 4.2.3.F of the UDO shall be amended to include the following graphic:



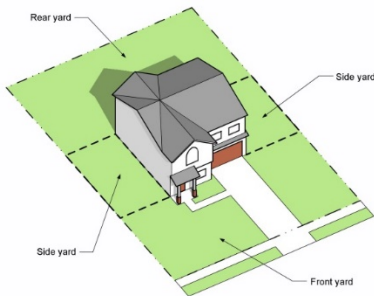
## F. Accessory Buildings for Residential Uses

The following standards apply to accessory buildings for all residential zone uses unless a different standard is required for a particular type of accessory building by Section 146-3.3 (Use-Specific Standards).

### 1. Larger than 120 Square Feet

#### i. Shall not be clad in:

- i. Unpainted or galvanized metal or T-1-11, or materials of similar appearance; or
- ii. Plywood or materials of similar appearance and durability. *[GRAPHIC ADDED]*



Section 15. Section 4.3.11.E of the UDO shall be amended to read as follows:

### 4.3.11 Exceptions and Encroachments

#### E. No Encroachment or Construction without City Approval

Structures, walls, or other permanent site features shall not be placed within any public right-of-way or ~~utility~~ easement without the prior written approval of the City.

Section 16. Table 4.6-1 of the UDO shall be amended to change required parking for the category of hotel, and to be read as follows:

Table 4.6-1 Required Off-Street Parking

Number Required	Category	Required Parking
	Hotel	± 0.75 space per unit

Section 17. Section 4.6.4 G and J of the UDO shall be amended to read as follows:

### 4.6.4 Parking Alternatives

#### G. Credit for Public Parking



The Planning Director may, at ~~his or her~~ **their** discretion, allow for a reduction or elimination of parking requirements if the applicant can demonstrate that adequate spaces are available in a nearby public parking lot or structure, and that the reduction or elimination of parking requirements will not result in excessive traffic congestion or on-street parking in any nearby Residential zone district. For the purposes of this provision, on-street parking and parking located within public parks and open space areas shall not constitute a nearby public parking area. This reduction is not available for multifamily dwellings.

## J. Transportation Demand Management

The Planning Director may, at ~~his or her~~ **their** discretion, allow for a reduction in required parking for employers who enter into a Transportation Demand Management Agreement that specifies how on-site parking will be reduced through employee programs or work schedules that reduce the number of employees on-site. Such programs may include the following: 1. Compressed workweek schedules; 2. Flexible arrival and departure times; 3. Telework opportunities; or 4. Incentives for employees to use alternative modes of transportation to the workplace.

Section 18. Section 4.7.3.B.4 of the UDO shall be amended to add prohibited plant species, and to add a new Section 12 pertaining to turf regulation, to be read as follows:

### 4.7.3. General Landscaping Standards

#### 4.7.3.B. Plant material Requirements

#### 4. Prohibited Plant Species

- a. The following plants shall be prohibited from being planted in the city:
  - i. Russian Olive (all *Elaeagnus Angustifolia* species and cultivars);
  - ii. Aspen (all *Populus Tremuloides* species and cultivars);
  - iii. Cottonwood (all species), unless being used to continue the native appearance along the border with open space or natural areas or within non-street frontage buffers, but not in connection with curbside landscape areas or abutting walks and/or buildings;
  - iv. Tamarisk (all species); and
  - v. Ash (*Fraxinus* species).
  - vi. Siberian Elm (*Ulmus pumia*)**
  - vii. Tree of Heaven (*Ailanthus* sp.)**

## 12. Turf Regulations

**The design of all new turf areas shall comply with the following requirements:**

### a. Turf Area Limitations

- i. Turf area limitations for each lot containing single-family detached, two-family and single-family attached duplex homes. Turf requirements for such areas shall be subject to all the requirements listed in Table 4.7-3 Residential Yard Landscape Requirements.**



- ii. Turf area limitations for all other development areas except playfields and golf courses. In all other development sites except playfields and golf courses, the use of cool-season grass sod, seed and seed mixtures that contain cool-season grass species shall be limited to not more than 33 percent of the site's total landscaped areas. The area consisting of high-water using species of cool-season grasses such as Kentucky Blue Grass, shall be contiguous, and patches located throughout the site shall be avoided. For the purposes of these standards 'contiguous' shall mean all abutting areas and areas that may be separated by a pedestrian walk or trail. Areas separated by pavement used for vehicular circulation are not considered contiguous.

**b. Cool Season Grass**

- i. High water usage cool season grasses. A cool season grass species shall be considered high water use if it requires one and one-half inches of water or more per week to survive.
- ii. Exceptions and exemptions. Tot lots and recreational areas that benefit from the durability of cool season grasses are exempt from contiguity requirements of this section. All other requirements shall apply.

Section 19. Table 4.7-2 of the UDO shall be amended to read as follows:

**Table 4.7-3**  
**Required Landscaping Buffer Widths and Allowed Reductions**  
(N.A. = not applicable)

	Residential [1]	Multi-family	Institutional [2]	Office, Commercial and Mixed-Use	Industrial
<b>STANDARD DESIGN [3]</b>					
Plant material quantities per code requirements.					
Standard design means without buffer reduction incentive features.					
At ROW [4] [5] [6]	N.A.	20 feet	10 feet	20 feet	Arterial ROW: 25 feet Other Public ROW: 10 feet
At adjacent residential property lines	N.A.	15 feet	25 feet	25 feet	25 feet
At adjacent multi- family property lines	15 feet	15 feet	25 feet	25 feet	<del>25</del> 20 feet
At adjacent non- residential property lines	25 feet	25 feet	25 feet	10 feet	18 feet
Adjacent to E-470, I-225, and I-70	25 feet	25 feet	25 feet	25 feet	25 feet
Adjacent to Parks & Open Space [7]	N.A. [8]	25 feet	25 feet	25 feet	25 feet



**Table 4.7-3**  
**Required Landscaping Buffer Widths and Allowed Reductions**  
(N.A. = not applicable)

	Residential [1]	Multi-family	Institutional [2]	Office, Commercial and Mixed-Use	Industrial
--	-----------------	--------------	-------------------	--	------------

<b>INCENTIVE FEATURES TO REDUCE BUFFER WIDTHS [9]</b>					
<b>Low Hedge or Berm with Hedge</b>					
Hedge: 3 to 4 foot high hedge planted in a triangular pattern in a double row with shrubs three feet on center.					
Berm: Must be a minimum of 3 feet in height. Slope no steeper than 1:3 rise: run. Berm to include the above noted hedge plant material.					
At ROW	N.A.	18 feet	9 feet	15 feet	Arterial ROW: 25 feet Other Public ROW: N.A.

<b>Low Wall</b>					
Standard design plus 3 to 4 foot high masonry wall with landscaping on exterior side.					
At ROW	N.A.	15 feet	6 feet	10 feet	Arterial ROW: 25 feet Other Public ROW: N.A.

<b>Tall Landscape Screen [10]</b>					
Tall landscape screen shall consist of one of the following: (1) A mixture of evergreen shrubs planted 42" on center and deciduous trees planted 25' on center (2) A row of evergreen trees planted no less than 20' -25' on center with deciduous and evergreen shrubs interspersed.					
At ROW	N.A.	N.A.	N.A.	N.A.	Arterial ROW: 25 feet Other Public ROW: 8 feet
At adjacent residential property lines	N.A.	12 feet	20 feet.	20 feet	20 feet
At adjacent multifamily property lines	12 feet	10 feet	20 feet	20 feet	15 feet
At adjacent non-residential property lines	20 feet	20 feet	20 feet	5 feet	<del>20</del> 18 feet
<b>Adjacent to E-470, I-225, and I-70</b>	20 feet	20 feet	20 feet	20 feet	20 feet

<b>Fences [11] [12]</b>					
Standard design plus six-foot decorative fence per the fence code Section 4.7.9 with landscaping on exterior side					
At ROW	20' [10]	N.A.	N.A.	N.A.	Arterial ROW: 25 feet Other Public ROW: 8 feet
At adjacent residential property lines	N.A.	10 feet	18 feet	18 feet	18 feet
At adjacent multi-family property lines	10 feet	10 feet	18 feet	18 feet	18 feet
At adjacent non-residential property lines	18 feet	18 feet	18 feet	5 feet	12 feet
<b>Adjacent to E-470, I-225, and I-70</b>	20 feet	20 feet	20 feet	20 feet	15 feet



**Table 4.7-3**  
**Required Landscaping Buffer Widths and Allowed Reductions**  
(N.A. = not applicable)

	Residential [1]	Multi-family	Institutional [2]	Office, Commercial and Mixed-Use	Industrial
<b>Masonry Walls</b>					
Standard design plus six-foot masonry wall with landscaping on exterior side					
At ROW	20' [11]	N.A.	N.A.	N.A.	Arterial ROW: 25 feet Other Public ROW: 6 feet
At adjacent residential property lines	N.A.	N.A.	12 feet	15 feet.	12 feet
At adjacent multi-family property lines	N.A.	N.A.	12 feet	12 feet	12 feet
At adjacent non-residential property lines	15 feet	12 feet	12 feet	N.A.	N.A.
<b>Adjacent to E-470, I-225, and I-70</b>	15 feet	15 feet	15 feet	15 feet	15 feet

[1] Includes all residential uses listed in Table 3.2-1 (Permitted Use Table) except multifamily dwellings.

[2] Includes all institutional uses listed in Table 3.2-1 (Permitted Use Table) except parks and open spaces.

[3] Standard design refers to the required plant material per linear foot of required buffer.

[4] Buffer reductions are not permitted for industrial developments along arterial streets.

[5] When an Urban Street Frontage is required by or approved under this UDO, no street frontage buffers are required.

[6] Where the rear lots of single-family detached and multifamily, abut an arterial or collector roadway, a 20 foot wide landscape setback is required in accordance with Section 146-4.7.9.H (~~Along Arterial and Collector Streets~~) **Buffer reductions are not permitted for multi-family dwelling units adjacent to arterial and collector streets.**

[7] Buffer reductions are not permitted adjacent to parks, trails, or open space.

[8] Single-family residential developments are exempt from the 25 foot buffer except under those circumstances noted in Section 146-4.7.5.H.2.b.iii

[9] Landscape plant material quantities shall remain the same regardless of any approved reduction in buffer width.

[10] For a tall landscape screen, deciduous trees and evergreen trees shall mature to a height of 15-25 feet tall, and shrubs shall mature to an average height of five feet tall. If option 2 in Table 4.7-2 is chosen, then 50 % of the buffer trees shall be evergreen species.

[11] Fences and masonry walls shall not be permitted as a buffer reduction feature installed along the rear lots of homes adjacent to arterial and collector streets.

[12] Parallel fencing along adjoining properties shall be avoided to the maximum extent practicable to avoid inefficiencies in maintaining either fence. If two parallel fences are necessary, a minimum separation of 10 feet shall be maintained for maintenance purposes.

Section 20. Section 4.7.5.C.2.a.v of the UDO shall be amended to read as follows:



#### 4.7.5 Required Landscaping

##### C. Curbside Landscaping

##### 2. Detached Sidewalks

###### a. Minimum Plant Material Quantities

- v. When shrub and ornamental grasses are used, no less than one shrub per 40 square feet or shrub equivalents may be installed within the curbside landscape area and no more than 40 percent of the shrub count can be ornamental grasses provided as shrub equivalents. Shrubs are assumed to be an average of four feet wide at maturity. No more than five percent of perennials may be provided as shrub equivalents. **Calculations for the plant quantities shall be done first. Any area within the curbside planting bed that is remaining shall be completed with either wood or rock mulch, native seed or sod depending upon the width of the curbside landscape.** Provide a variety of shrub species that differ in height, color and width for visual interest throughout the seasons. Shrubs and ornamental grasses shall be five-gallon size at time of installation and perennials shall be provided at a ratio of three one-gallon perennials to one five-gallon shrub.

Section 21. Section 4.7.5 D, E, K, M, N, and O of the UDO shall be amended to read as follows:

##### 4.7.5 D. Street Frontage Landscape Buffers.

##### 3. Minimum Plant Material Quantities

###### a. Along Public or Private Rights-of-Way

- i. All required street frontage landscape buffers shall contain a minimum of one tree and 10 shrubs ~~or the tree and shrub equivalents listed per 40 linear feet.~~ **Where single-family detached residential or multi-family residential abut an arterial or collector street, 50% of the trees provided shall be evergreen species. Buffer widths shall be in accordance with Table 4.7.2.**

**While shrubs may be provided as equivalents for trees as listed in Section 146-4.7.3.B.7, perennials may not be used as equivalents to meet screening requirements. Perennials may be provided as accents but may not count toward the minimum plant quantities. Shrubs and ornamental grasses may only be substituted for trees if the applicant demonstrates to staff the site encumbered.** ~~Where single-family detached residential or multi-family residential abut an arterial or collector street, 50% of the trees provided shall be evergreen species. Buffer widths shall be in accordance with Table 4.7.2.~~

- ii. ~~Shrubs, ornamental grasses, and perennials may not be substituted for trees in the buffer unless the applicant demonstrates to staff that the site is encumbered.~~ Encumbrances shall include overhead and underground utilities, floodplain, easements, or the like. Self-imposed



encumbrances such as drainage swales shall not be deemed encumbrances. Minimum required buffer depths and plant materials shall be required. **Plant material shall be a combination of evergreen and deciduous trees and shrubs. Shrubs shall be chosen based upon their ability to provide appropriate screening and shall reach minimum mature height of between three to four feet. No more than twenty percent (20 %) of the buffer plant material shall be ornamental grasses due to their limited buffering ability during the late fall through summer months.** See Figure 4.7-18

#### 6. Exceptions for Subarea A.

d. Properties within the Havana Overlay District shall not be required to comply with the street frontage buffer standards within this Section 146-4.7.5.D, **with the exception that grasses and perennials may not be provided as shrub equivalents for trees. Shrubs may only be provided as equivalents for trees when the site is encumbered. Encumbrances shall include overhead and underground utilities, floodplain, easements, or the like. Self-imposed encumbrances such as drainage swales shall not be deemed encumbrances. Minimum required buffer depths and plant materials shall be required. Plant material shall be a combination of evergreen and deciduous trees and shrubs. Shrubs shall be chosen based upon their ability to provide appropriate screening and shall reach a minimum mature height of between three to four feet. No more than twenty percent (20%) of the buffer plant material shall be ornamental grasses due to their limited buffering ability during the late fall through summer months** All other street frontage buffer requirements ~~but~~ shall be required to comply with the standards in Section 146-2.6.7 (Havana Street Overlay (-HSO)).

#### E. Non-Street Perimeter Buffers

##### 1. General

c. Plant material shall be a combination of evergreen and deciduous trees and shrubs. Shrubs shall be chosen based upon their ability to provide appropriate screening and shall be selected to reach a mature height of ~~at least~~ **between four and** five feet. ~~Perennials and shrubs with a height of less than five feet at maturity shall only be used as accents and may not count toward more than 12 percent of the buffer requirement.~~ While upright junipers are commonly used for buffers, alternative plant material shall be integrated that are better suited to winter snow loads and provide year-round visual interest such as the following:

##### 2. Plant Quantities

##### a. Commercial and Industrial Buffers

iv. ~~Shrubs, ornamental grasses, and perennials may not be substituted for trees in the buffer unless the applicant has demonstrated to staff that the site is encumbered. Encumbrances shall include overhead and underground utilities, floodplain, easements, and the like. Self-imposed encumbrances such as drainage swales shall not be deemed encumbrances. Applicants shall design their sites to provide the required buffer depths and plant material. All plant material conversions shall be approved by the Planning Director on a case-by-case basis based on~~



durability and appearance in the location where the materials are to be installed. See Figure 4.7-20. While shrubs may be provided as equivalents for trees as listed in Section 146-4.7.3.B.7, perennials may not be used as equivalents to meet screening requirements. Perennials may be provided as accents but may not count toward the minimum plant quantities. Shrubs and ornamental grasses may only be substituted for trees if the applicant demonstrates to staff that the site is encumbered.

Encumbrances shall include overhead and underground utilities, floodplain easements, or the like. Self-imposed encumbrances such as drainage swales shall not be deemed encumbrances. Minimum required buffer depths and plant materials shall be required. No more than twenty percent (20%) of the buffer plant material shall be ornamental grasses due to their limited ability to buffer during the late fall through summer months.

b. Residential Buffers

iv. While shrubs may be provided as equivalents for trees as listed in Section 146-4.7.3.B.7, perennials may not be used as equivalents to meet screening requirements. Perennials may be provided as accents but may not count toward the minimum plant quantities. Shrubs and ornamental grasses may only be substituted for trees if the applicant demonstrates to staff that the site is encumbered.

Encumbrances shall include overhead and underground utilities, floodplain easements, or the like. Self-imposed encumbrances such as drainage swales shall not be deemed encumbrances. Minimum required buffer depths and plant materials shall be required. No more than twenty percent (20%) of the buffer plant material shall be ornamental grasses due to their limited ability to buffer during the late fall through summer months.

K. Parking Lot Landscaping

3. Interior Parking Lot Landscaping

f. ~~In addition to trees, ornamental grasses or ground cover in combination or singularly with the trees shall be provided at a ratio of six shrubs or shrub equivalents per nine foot by 19 foot island or 12 shrubs or shrub equivalents per nine foot by 38 foot island. Plant materials shall be sited appropriately to not exceed the confines of planting area at maturity.~~ **In addition to trees, grasses (maximum 30% per island) and shrubs with trees shall be provided at a ratio of six (6) plants per nine by 19 foot island or 12 plants per nine by 38 foot island. Plant materials shall be sited appropriately to not exceed the confines of the planting area.**

M. Detention and Water Quality Ponds

6. Drive-Through Screening Adjacent to Street Frontages

~~A wall between 42 and 48 inches in height shall be provided to mitigate noise and minimize the visual impacts associated with on-site signs with speakers as well as screen drive-through aisles, service areas and stacking lanes from abutting public or private street rights of way. The wall shall match or compliment the colors, materials and aesthetic theming of the main structure.~~



~~Landscaping consisting of low shrubs shall be provided along the exterior or street side to soften the appearance of the wall. Screen walls may be located within any required buffer setbacks.~~

#### **~~N. Oil and Gas Well Sites and Facilities~~**

~~If any part of the well pad is located within 1,500 feet of a platted residential lot, arterial or collector street frontage, a platted lot line containing either a building unit or a high occupancy building unit, or a park, open space, reservoir, or golf course, the well pad shall be landscaped. The applicant/oil and gas operator shall be responsible for installing the required landscaping unless they have a surface use agreement that transfers the responsibility to the landowner. Required landscape screening and buffering includes all of the following: 1. An earthen berm located around the perimeter of the fence and planted with turf grass or appropriate ground cover material. 2. Installation of ground covers, trees, and shrubs for screening and aesthetic purposes. The buffer shall be at least 25 feet wide and planted with one tree and five shrubs for each 25 linear feet of buffer. At least 50 percent of the trees shall be evergreen species. 3. Natural screens shall be used in the facility design to the maximum extent practicable.~~

#### **N. Drive-Through Screening Adjacent to Street Frontages**

**A wall between 42 and 48 inches in height shall be provided to mitigate noise and minimize the visual impacts associated with on-site signs with speakers as well as screen drive-through aisles, service areas and stacking lanes from abutting public or private street rights-of-way. The wall shall match or complement the colors, materials and aesthetic theming of the main structure. Landscaping consisting of low shrubs shall be provided along the exterior or street side to soften the appearance of the wall. Screen walls may be located within any required buffer setbacks.**

#### **O. Medians**

~~All medians in public street rights-of-way that are to be privately owned and maintained by a homeowners' association or Title 32 District shall be landscaped at a minimum in accordance with the Parks, Recreation and Open Space Department's Dedication and Development Criteria Manual. Additional landscaping may be incorporated at the applicant's option. All medians in the public street rights-of-way that are to be maintained by the Parks, Recreation & Open Space Department (PROS) shall be landscaped in accordance with the PROS Dedication & Development Criteria Manual. A copy of the manual is available on the city's website. The applicant shall prepare median design and construction drawings for submission to PROS for review and approval independent of the required site plan submittal to the Planning and Development Services Department. A separate review fee is collected by PROS at time of submission. Coordinate with PROS on specific submittal requirements.~~

**All medians in the public street rights-of-way that are to be privately owned and maintained by a homeowner's association or Title 32 District shall be landscaped at a minimum in accordance with the following requirements:**



**Trees:** One (1) deciduous canopy/shade tree (2.5") or ornamental tree (2") every 35' on average. At least half of the trees shall be canopy or shade trees. Evergreen trees are not permitted within medians unless a narrow species is selected and pre-approved by Planning staff. Ornamental trees may be grouped closer together to achieve a specific aesthetic look.

**Shrubs:** Shrubs shall be provided at a ratio of six (6) shrubs per 36 linear feet of median. Shrub installation size shall be five-gallon containers.

**Ornamental Grasses:** Ornamental grasses may be provided but may not count for more than 30% of the total shrub quantity. Ornamental grass installation shall be five-gallon containers.

**Sod/Native Seed:** The installation of sod is discouraged. Native seed may be provided in combination with shrubs, ornamental grasses, and trees at a ratio of six (6) shrubs per 36 linear feet of median. The shrub quantity is calculated first and the remainder of the median may be native seed. Ornamental grasses may not count for more than 30 % of the total shrub quantity.

**Mulch:** Mulch may be either organic or inorganic or a combination of both at the discretion of the designer. Shredded cedar is the preferred mulch treatment as it has moisture retention qualities, unlike rock mulch that retains and radiates heat. No white rock is permitted.

**Irrigation:** All landscaping requires irrigation. Temporary irrigation may be provided for the native seed, but all shrubs, trees and ornamental grasses must remain on a permanent irrigation system tied to a domestic water system i.e. a tap. An isolation valve may be provided to turn off the irrigation to the native seed areas once established. Native seed is established when no more than 10 percent of the native seed area consists of non-native species or weeds. In addition, no bare areas shall be larger than 12" by 12".

Section 22. Section 4.8.8.A of the UDO shall be amended to read as follows:

#### 4.8.8 ROOF DESIGN

A. Mixed-Use, ~~and~~ Multifamily **and Non-Residential** Districts

Section 23. Section 4.9.10.C of the UDO shall be amended to read as follows:

#### 4.9.10.C

Loading doors and operations shall occur within the interior of the site and not ~~be~~ visible from a public right-of-way. If physical site constraints or frontage on more than ~~two~~ one rights-of-way prevent compliance with this standard, alternative compliance may be approved by the Planning Director on a case-by-case basis if the Director determines that the alternative will reduce visual



and noise impacts of loading doors and operations on abutting rights-of-way and residential to the maximum extent practicable.

Section 24. Section 4.10.10.A.1 of the UDO shall be amended to read as follows:

#### 4.10.10. District Specific Sign Regulations

##### A. Signs in the MU-OA, MU-FB, MU-TOD, and MU-R Districts

###### 1. Permitted Sign Types and Standards

Signs of the types listed in Table 4.10-3 shall comply with the standards in that table.

Table 4.10-3: Sign Regulations in the **MU-OA**, MU-FB, MU-TOD, and MU-R Districts

Section 25. Section 4.10.15.B of the UDO shall be amended to read as follows:

#### 4.10.15. Standards, Design Quality, and Measurement

B. Repairing Painting, repainting, replacing damaged or broken parts, or cleaning of an advertising structure **is permitted** unless it is located within the MU-OA district, a structural change is made, or unless the sign is a nonconforming sign.

Section 26. Section 4.11.1.D of the UDO shall be amended to read as follows:

#### 4.11.1.D Maintenance Requirements

##### D. Fences and Walls

1. Maintenance Responsibility along Arterials and Collectors Except where a fence or wall is provided by the City or other governmental entity, **including Metro Districts**, the maintenance of all new fences and walls occurring in subdivisions of five or more residential lots along collector and arterial streets, as well as the landscaped setback area between the sidewalk and fence or wall, shall be the responsibility of a homeowners' association composed of the owners of the residential subdivision lots. Where no homeowners' association exists, maintenance shall be the responsibility of the property owner on whose property the fence is placed.

Section 27. Section 4.11.2.F.2 shall be amended, and a new Subsection I added, which shall read:

#### 4.11.2. Operating Standards

##### F. Burning Restrictions

2. Exemption a. A person who relies on a solid fuel fired heating device as ~~his or her~~ **the** sole source of heat may apply to the City Manager for a temporary exemption from Subsection 1



above. An exemption obtained under this Section shall be effective for 12 months from the date it is granted.

## **I. General Performance Standards for Heavy Industrial, Auto Repair Uses, or Contaminated Sites**

### **1. Environmental Impact Summary Document.**

**Applicants shall provide copies of documents, data and permits required by federal, state and local regulatory agencies.**

**2. Every industrial use, auto repair use, or associated activity, unless expressly exempted by this Unified Development Ordinance, shall be operated in its entirety within a completely enclosed structure or heavily screened area and must be operated so that ground vibrations, negative impacts to water quality, air/particulate emissions, or odors are not perceptible at any point on any boundary line of the site on which the use is located without the use of instruments. Example activities that must be indoors include auto repair or painting, outdoor milling, or extraction of materials. Large scale example uses that involve the use of heavy equipment including oil and gas operations, mining, batch plants and asphalt processing, automobile salvage yards, or accessory storage, are required to be heavily screened and emissions retained within the property lines.**

Section 28. Section 5.1.3.B 1.E and 1.E.iii shall be amended to read as follows:

#### 5.1.3 Board of Adjustment and Appeals

##### B. Powers and Duties

1.e. To compel persons to attend and to give relevant testimony, to compel the elicitation of evidence among evidence already produced, and to compel the production of relevant evidence by subpoena upon application by the appellant, by the administrative officer whose action is being appealed, either of whom shall be referred to in this Subsection 5 as a party, or by the City Attorney, who shall supply ~~his or her~~ **their** own subpoena.

iii. The chairperson or in ~~his or her~~ **their** absence the vice-chairperson may administer oaths and accept affirmations.

Section 29. Section 5.3.7 of the UDO shall be amended to read as follows:

#### 5.3.7 Notice

Printed, published, mailed, and website notice for different types of development applications submitted under this UDO shall be required as shown in Table 5.2-1 (Summary Table of Procedures), and shall comply with the standard below **at least 10 calendar days before the hearing or decision.**

##### A. Written Notice



1. Notice of the time, date, and place of any public hearing before the Planning and Zoning Commission or City Council **or approval by the Planning Director** shall be mailed to the individuals and organizations listed in Subsection 3 below at least 10 calendar days prior to the public hearing.

2. Notice of the receipt of an application ~~for a Redevelopment Plan~~ shall be mailed to the individuals and organizations listed in Subsection 3 below within 10 days after receipt of the application.

Section 30. Section 5.3.8.A of the UDO shall be amended to read as follows:

#### 5.3.8. Public Hearings

##### A. Planning and Zoning Commission

The Planning and Zoning Commission shall conduct a public hearing on all development applications that are required to come before it. The Commission shall apply the criteria for review and approval as stated in this UDO when considering an application. At the conclusion of a public hearing, the Commission shall approve the application as presented, approve with conditions, deny the application, or make a recommendation to City Council, or may defer the matter at the request of the applicant. The Commission may postpone action on an item for one meeting on its own initiative to allow for the receipt of additional information. **The Commission's decision becomes effective after the second City Council meeting, following the notice of the Commission's decision on the application to City Council.**

Section 31. Section 5.3.10 of the UDO shall be amended to read as follows:

#### 5.3.10. Referral to Planning and Zoning Commission

If Table 146-5.2-1 (Summary Table of Procedures) authorizes the Planning Director to make a decision, and the Director determines that the application is unusually complex or raises potentially unique or serious impacts on the City or the surrounding neighborhoods, the Director may, in ~~his or her~~ **their** discretion, refer the decision to the Planning and Zoning Commission for decision pursuant to the same criteria that the Director would have been required to apply to that decision.

Section 32. Section 5.3.11 of the UDO shall be amended to read as follows:

#### 5.3.11 Call-Ups

~~If Table 146-5.2-1 (Summary Table of Procedures) authorizes an individual or body other than the City Council or the Board of Adjustment and Appeals to make a decision, then~~ Prior to the effective date of any decision that is allowed to be heard by City Council, as listed within the 146-5.2-1 Table, any member of the City Council may move to ~~have City Council~~ call up the development application for consideration.



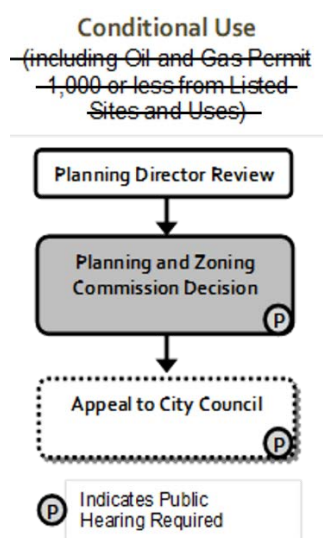
A. If the motion passes ~~with a majority vote of all members of City Council~~, the application shall be brought before the City Council as soon as practicable following the date on which the decision was made for review and consideration in accordance with the criteria provided in this UDO.

B. The City Council shall have the authority to approve, approve with conditions, modify, or reverse the decision of the Planning Director ~~or, Planning and Zoning Commission, Board or Adjustment and Appeals, or Historic Preservation Commission~~. The City Council may also remand the application back to the Commission with direction for further consideration.

C. ~~If the motion does not pass or the decision is not called up, the decision made by the individual or body listed in Table 5-2-1 is final.~~

Section 33. Section 5.4.3.A of the UDO shall be amended to remove oil and gas conditional use criteria from the chart, which shall read as follows:

#### 5.4.3.A. Conditional Use



Section 34. Section 5.4.3.A.3.f of the UDO shall be amended to read as follows:

#### 5.4.3.A.3.f

The application demonstrates that the ~~change in zoning~~ **proposed use** will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by the approval of the application.

Section 35. Section 5.4.3.B.3.a.i.e of the UDO shall be amended to read as follows:



5.4.3.B.3.a.i.e.

~~e. A Redevelopment Plan.~~ **Additional Standards for Redevelopment Plan/Adaptive Reuse.** Notwithstanding the provisions of Section 146-1.4.3, standards apply to the reuse or modification of buildings that do not have existing Site Plans where such reuse or modification is within the limits of the “Touch Rule” described in Section 146-5.4.4. If there is conflict between the provisions of this Section and Section 146-5.4.4, the provisions of this Section shall apply. Applications for reuse or modifications beyond the limits of that Touch Rule are considered new construction and shall comply with all standards applicable to new construction rather than the standards in this Section.

**Additionally, the following standards apply for a Redevelopment Plan/Adaptive Reuse:**

- 1. The proposed adaptive reuse must be a permitted use or must be approved as a conditional use in which the building is located, as shown in Table 3.2-1 (Permitted Use Table).**
- 2. Purpose** The purpose of these adaptive reuse standards is to encourage and facilitate the reuse of existing buildings that are underutilized or underperforming by modifying site development standards that would otherwise make the reuse of existing buildings, structures and sites impracticable. Enhancements to the exterior of an adaptive reuse building should focus on elements that improve ground floor design of the building. Ground floor designs should support a pedestrian-friendly environment, define the main entry, provide visual interest and enhance the public realm.
- 3. Setbacks** Any additions or façade changes involving greater than 25 continuous linear feet of exterior wall facing a public right-of-way shall comply with zoning setbacks.
- 4. Height** The heights of buildings existing on the Effective Date shall be exempt from building height limits established by this Section 146-2.4.4 or Section 146-4.2 (Dimensional Standards). The addition of parapets or roof structures, equipment or other enclosures or non-habitable space is allowed. Any new or additional habitable spaces or floors shall comply with the height limits established in the zoning district where the property is located.
- 5. Design Standards** When an adaptive reuse project includes the alteration, reconstruction or remodeling of the exterior walls or facades of a building, the design standards shall apply to the facades being altered or reconstructed to the maximum extent practicable.
- 6. Access and Infrastructure**
  - a. Existing access points and driveways may remain in use.**
  - b. Developments with access on CDOT Highways will be referred to the Colorado Department of Transportation (CDOT) for review, and a CDOT access permit will be required prior to construction in the CDOT right-of-way.**



c. Sidewalks adjacent to an adaptive reuse project shall be improved to the maximum extent practicable.

d. Adaptive reuse projects shall provide site furnishings, sidewalks, landscaping, screening and lighting to the maximum extent practicable.

#### 7. Landscaping

a. Dead or missing landscaping in designated landscape areas existing before the Effective Date shall be replaced or installed as part of an adaptive reuse project.

b. Trees and other landscaping shall be provided in tree openings, tree grates, planters or planting beds along the adjacent street frontages to the maximum extent practicable.

c. Where the scale or character of the proposed adaptive reuse differs significantly from the scale and character of development on abutting properties, as determined by the Director, the Director may require the installation of fences, walls, or vegetation to mitigate impacts of the proposed adaptive reuse on the abutting property to the maximum extent practicable given the size and dimensions of the adaptive reuse property.

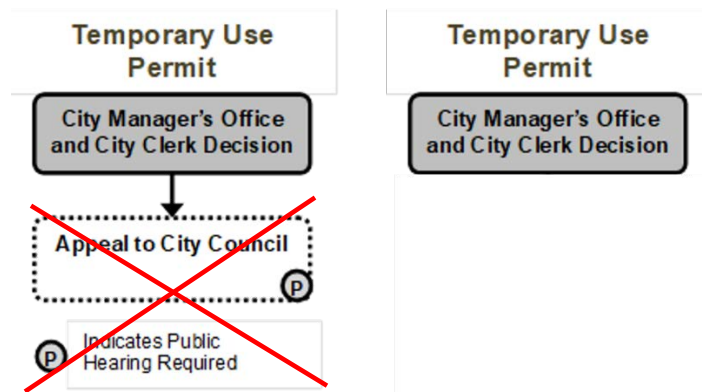
#### 8. Parking

a. Additional parking spaces shall not be required for an adaptive reuse project, provided that any existing on-site parking spaces are not removed, or unless the existing parking spaces to be removed are not needed to meet the minimum parking standards of Section 146-4.6.

b. The location of new parking areas for an adaptive reuse project shall comply with Section 146-4.6.5.A (Location and Use of Parking Facilities) to the maximum extent practicable.

Section 36. Section 5.4.3.E of the UDO shall be amended to remove “appeal to City Council” from the graphic, and shall read as follows:

#### 5.4.3.E Temporary Use Permit





Section 37. Section 5.4.4.B.3 of the UDO shall be amended to read as follows:

5.4.4.B.3

An application for a Single-Family Dwelling Variance shall be approved if the Board finds that the proposed variance will **not** adversely affect adjacent properties for the surrounding neighborhoods and a majority of the following criteria have been met.

Section 38. Section 5.4.4.F.1. of the UDO shall be amended, to add a new subsection d, which shall read as follows:

5.4.4.F.1. Touch Rule

**d. Projects that involve expansions of existing land uses or buildings, or that include a major conversion of use among major use categories, but that do not include the construction of new primary buildings, shall be required to bring the property into compliance with the standards in Sections 146-4.6.5 (Parking Design and Location), 146-4.6.6 (Off-Street Loading Areas), 146-4.6.7 (Drive-Through Stacking Areas), 146-4.7 (Landscape, Water Conservation, Stormwater Management), 146-4.8 (Building Design Standards), and 146-4.9 (Exterior Lighting) as follows:**

Degree of Building or Land Use Expansion	Subarea	Degree of Compliance Required
Less than 10% of existing gross floor area or 2,500 gross square feet, whichever is less	A, B, C	No compliance with above-referenced Sections required for portions of the site remaining unoccupied by expanded building or land use
10% to 100% of existing gross floor area or 2,500 to 10,000 gross square feet, whichever is less	A	All portions of the building and site modified by the expansion shall be brought into compliance with the above-referenced Sections.
10% to 50% of existing gross floor area or 2,500 to 10,000 gross square feet, whichever is less	B, C	
More than 100% of existing gross floor area or more than 10,000 gross square feet, whichever is less	A	All portions of the building and site shall be brought into compliance with the above-referenced Sections
More than 50% of existing gross floor area or more than 10,000 gross square feet, whichever is less	B, C	
Building Use Conversion	Subarea	Degree of Compliance Required
Conversion of primary building use from residential to non-residential, or from non-residential to residential, as shown in Table 3.2-1.	A	All portions of the building and site modified by the conversion shall be brought into compliance with the above-referenced Sections, except that compliance with Section 146-4.8 (Building Design Standards) only required to maximum extent practicable.
	B, C	All portions of the building and site modified by the conversion shall be brought into compliance with the above-referenced Sections.

**For purposes of applying this Touch Rule, all expansions shall be measured cumulatively from the Effective Date.**



Section 39. The particular definitions added and/or amended under Chapter 6.2 of the UDO are hereby read as follows:

## 6.2 Definitions and Terms of Measurement

### **Activity Center**

**A neighborhood or community-scaled planning area that integrates into adjacent residential zone districts and provides community benefits.**

### **Adult Day Care**

An “Adult or Child Day Care Facility, Large” includes facilities that are maintained for the whole or part of a day for the care of 16 or more children under the age of 16 years, or ~~not more than 16~~ **or more** elderly adults, who are not related to the owner operator or manager of the

### **After Hours Club or Indoor Entertainment**

A Restaurant; Bar or Tavern; Microbrewery; Meeting, Banquet, Event, or Conference Facility; or other establishment (whether or not alcohol is served) that operates between midnight and 5:00 am that also includes any of the following: live music, live entertainment, amplified recorded music, bottle service, bottle buckets, elaborate lighting, or dance floor, or that permits entry of more persons than can be comfortably seated in the facility at one time. Amplified music does not include background music played at low volumes and not audible outside the premises.

**Teen Clubs, escape rooms, game/video rooms, and indoor stadiums are also included in this definition.** This use does not include any use meeting the definition of a Sexually Oriented Business.

### **Boundary Road**

~~As used for the MU-R zone districts adjacent to E-470, a road that roughly parallels the alignment of E-470 (and also turns to parallel the alignment of I-70 at the E-470/I-70 interchange) and terminates other streets running toward E-470. The Boundary Road shall be located at least 300 feet from the E-470 right-of-way to define a single row of building sites located between the Boundary Road and E-470, which are referred to as High Visibility Sites. In the case of a regional shopping mall or other regional use containing at least 1,000,000 square feet of gross floor area, the Boundary Road may (at the applicant's option) be a frontage road located closer than 300 feet to the E-470 or I-70 rights-of-way. When the Boundary Road is designed as a frontage road, the areas between the Boundary Road and the E-470 and I-70 rights-of-way shall meet the parking lot perimeter landscaping requirements of Section 146-4.7.5.K.5.~~

### **Civic or Cultural ~~Public Use~~ Facility**

Museums, art galleries, botanical or zoological gardens, libraries, visitor centers, and similar establishments that document and present natural, historic, scientific, or cultural interests; as well as facilities for the performance or presentation of theater arts, dance, drama, and similar cultural pursuits to the general public. This use does not include an art studio or workshop, a sexually oriented businesses, or a public safety facility

### **Compatible or Compatibility**



Characteristics of uses, activities, designs, or facilities that allow them to be located near each other without creating significant adverse visual, functional, or operational impacts on each other. Determinations of compatibility include considerations of the height, scale, mass, or bulk of structures; levels of activity discernible outside a structure; levels of pedestrian, bicycle, or vehicle traffic; levels of site circulation, site access, or parking activity; landscaping, lighting, noise, odor, architectural features, and building materials. Compatibility does not require that two uses, ~~activities~~ **activities**, or designs be identical or substantially the same.

### **Contaminated Site**

**Contaminated sites contain substances above, in or under the land that are actually or potentially hazardous to health or the environment. Areas with a long history of industrial production known as brownfields are also included in this definition. Many such sites may be affected by their former uses such as associated construction materials, mining, industry, use of chemicals, oil spills and waste disposal.**

### **Day Labor Hall**

A business office engaged in procuring employment for others, and/or in procuring employees for employers, on an hourly, daily, or weekly basis, at which prospective employees generally arrive and remain until they obtain a work assignment or decide to depart. Offices and facilities at which prospective employees generally do not assemble or remain to await work assignments are **not** included in this use.

### **Dwelling Unit, Detached Accessory**

A single, subordinate dwelling unit ~~added to or~~ detached from a primary dwelling structure that is secondary to the primary dwelling and provides basic requirements for independent living, sleeping, eating, cooking, and sanitation. A “detached accessory dwelling unit” is an accessory dwelling unit that does not share any walls with the primary dwelling unit

**~~1. An “attached accessory dwelling unit” is an accessory dwelling unit that shares one or more walls with the primary dwelling unit.~~**

**~~2. A “detached accessory dwelling unit” is an accessory dwelling unit that does not share any walls with the primary dwelling unit~~**

### **Dwelling, Cottage Development**

Small, infill project consisting of small single-family detached cottages, each containing no more than ~~800~~**1,000** square feet of gross floor area in which project density is measured by the total square footage of cottage dwelling unit gross floor area instead of the number of dwelling units.

### **Dwelling, Short-Term Rental**

The rental of a dwelling for a period shorter than one month, ~~more than one time in a 12-month period,~~ or the rental of part of a dwelling while the owner or leasehold tenant continues to occupy the dwelling, **but multiple bookings for multiple rooms is not allowed. for a period, shorter than one month, more than four times in each calendar year.**

### **Focal Point**

~~As used for MU R zone district, a point that serves as the center of the area with the highest development density or the most intense activity in the MU R zone district. If the property abuts~~



~~the E-470 right-of-way, the focal point shall include a distinctively designed building or feature that is visible from E-470 and that is immediately adjacent to the Walkable Main Street element. The Focal Point shall be connected to the Main Street (as defined in this Article 146-6) and may be located within a High Visibility Site (as defined in this Article 146-6). The tallest buildings and the buildings with the highest development density within the MU-R zone district shall be located on Focal Point Sites, which shall include all of the land within 660 feet of the Focal Point, and which 6.2. Definitions and Terms of Measurement may also (at the applicant's option) include any additional land located within 660 feet of the Main Street.~~

#### Green Space

~~An area of land generally no less than 10,000 square feet in size, unimproved with any residential, commercial, or industrial uses and set aside as a public area designed to provide social interaction and leisure opportunities for surrounding residents and to create focal points and activity nodes within small residential lot neighborhoods. Examples include greens or commons, squares, plazas, and promenades as described in the Parks and Open Space Dedication and Development Criteria Manual. Green space is intended to meet the need for park/open space land in more compact areas of the City. It is not required to be designated a component of the City's open space network.~~

#### Heavy Manufacturing

~~Large-scale industrial operations and processes including heavy equipment and construction yards. This use includes uses previously listed as animal food manufacturing; animal products; animal products manufacturing; basic chemical manufacturing; bio-fuels and ethanol manufacturing; carbon-graphite manufacturing; cement and concrete products manufacturing; clay products and refractory manufacturing; grain and oil seed milling; other non-metallic mineral products; paint, coating and adhesive manufacturing; paint, coat and adhesive manufacturing; petroleum and coal products; petroleum and coal products manufacturing; primary metal manufacturing; pulp, paper and paperboard mills; sawmills and wood preservation; sugar; sugar manufacturing; and leather and hide tanning and finishing. This use also includes locomotive and rail-car repair, the manufacturing of products from raw minerals, the processing or treatment of raw minerals, and facilities involved in manufacturing, processing or assembly that requires delivery of goods or shipping of products by railcar or having greater environmental effects and multi-modal traffic impacts than activities classified as manufacturing or restricted light industrial uses. The manufacturing assembly, fabrication, packaging, or other industrial processing of products or parts primarily from extracted or raw materials or animals or the bulk storage and handling of such products and materials, which is an industrial establishment producing significant truck traffic or having potential to produce noise, dust, odor, smoke, heat, glare, or vibration beyond its property line.~~

#### High Visibility Site

~~As used in the MU-R zone district regulations, the single row of building sites located between the E-470 right-of-way and the Boundary Road.~~

#### Home Adult or Child Day-Care

A facility, by whatever name known, that is maintained for the whole or part of a day for the care of children under the age of 16 years, or for elderly adults, and that is located in a dwelling unit



occupied by one or more of the operators of the facility, and that is accessory to the primary purpose of the structure as a dwelling unit. The facility shall be operated with or without compensation for such care, and with or without stated educational purposes, and shall hold a valid state license for the operating of an adult or child daycare center. This use includes:

- a. A facility licensed by the state to provide adult day care for not more than **five six** adults not related to the care provider, and that does not include overnight occupancy by the clients.
- b. A facility licensed by the state to provide care and training for up to **five six** children, not related to the caretaker, for more than two full consecutive calendar days on a regular weekly basis, and that does not include overnight occupancy for the clients. A full day is seven or more hours.

#### Indoor Recreation and Entertainment

Indoor recreation and facilities for **entertainment**, sports, and recreational activities such as health clubs, bowling, skating, swimming, tennis, ~~teen clubs~~, health and fitness centers, gyms, **escape rooms**, ~~haunted houses~~, ~~stadiums~~, and similar indoor activities.

#### Infill Development

New development of building or structures on vacant or underused lots that have frontage on existing streets and that are **typically** bounded on ~~at least 65 percent of~~ their side and rear lot lines by lots containing existing buildings or structures.

#### Landscaped Area

~~An unoccupied space open to the sky on the same lot with the building consisting of private landscaped areas, open recreational facilities, and areas used exclusively for pedestrian and nonmotorized traffic. Parking lots, recreational vehicle and equipment storage areas, public and private roadways, and structures shall not be included as landscaped area.~~

#### Landscape Design Components

~~Species recommendations for street trees, other plantings and other items identified in the Original Aurora Public Realm Design Standards.~~

~~Landscaping An area of natural scenery, and lawns, trees, plants, and other natural materials, such as rock and wood chips, and decorative features, including sculpture, patterned walk, and pools.~~

#### Light Manufacturing

~~Uses engaged in the manufacture, processing, fabrication, treatment, assembly, packaging, incidental storage, sales and distribution of finished products or parts, predominately from previously prepared materials such as cloth, plastic, metal, paper, leather, precious or semiprecious stones, including without limitation the manufacture of electronic instruments or pharmaceuticals, the manufacture of custom medical and dental implants, the preparation of food products, blueprinting and commercial printing services (but not consumer photocopying and shipping stores), and other activities that do not create nuisances to surrounding properties and do not require delivery or shipping by railroad cars. This use does not include the manufacturing of products from raw minerals, the processing or treatment of raw minerals, or any manufacturing involving hazardous materials.~~ **The manufacture of products or parts, including processing, fabrication, assembly, treatment and packaging of such products,**



**and incidental sales and distribution of such products, provided all manufacturing activities which are primarily contained within a building. Accessory outdoor storage is permitted provided the use is not associated with major exterior impacts, such as major truck or delivery traffic, and the potential to produce noise, dust, odor, smoke, heat, glare, or vibrations and associated activities that do not create nuisances to surrounding properties. This use does not include the manufacturing of raw products (including hemp).**

#### **~~Mining or Mineral Extraction as an Interim Use~~**

~~As an interim use, the extraction of minerals, sand, gravel, and ores, from their natural occurrences on affected land and distribution of extracted materials.~~

#### **Lot, Small Single Family Detached Residential**

A lot platted for residential development that either (i) has less than 50 ft. of street frontage, or (ii) contains less than 4,500 square feet in lot area (not including alleys or common shared drives), or (iii) both, regardless of vehicular access or configuration.

~~1. A Regular Small Residential Lot is one in which a house is located with a side yard of both sides of the single family detached dwelling.~~

~~2. An Offset Small Residential Lot is one in which a house is located with a side yard of both sides of the single family detached dwelling.~~

#### **Lot, Single Family Detached Standard Residential**

A standard lot is single-family detached residential lot that contains at least 4,500 square feet of area and that has at least 50 feet of frontage along the front lot line.

#### **~~Major Electrical Facility~~**

~~**Facilities including but not limited to generating plants, electrical substations, switching buildings, or overhead electrical transmission lines and distribution feeder lines that collect and transmit over 110 KV of power.**~~

#### **Motor Vehicle Indoor Showroom or Broker**

A business or broker selling or leasing new or used automobiles, sport utility vehicles, light trucks and vans, recreational vehicles, and motorcycles in which all vehicles are displayed and offered for sale or lease in a completely enclosed, indoor showroom. On-site vehicle repair, detailing, service, and/or bodywork are not permissible accessory uses. **Outdoor storage of vehicles is not permitted.**

#### **Office, Flex**

A use that combines office and storage for goods, wares, and merchandise, including distribution functions that may require off-street loading. This use also includes buildings that could be used for either office, industrial, makerspace, light craft production and sales, research and prototype production, **data centers**, or other light industrial or commercial uses.

#### **~~Outdoor Recreation and Entertainment~~**

~~Outdoor facilities, excluding racetracks, for outdoor concerts, amusement parks, miniature golf, drive-in theaters, go-cart tracks, stadiums, and other similar outdoor activities, and that may provide limited bleacher-type seating for the convenience of users. This use includes facilities for~~



~~outdoor sports such as golf courses, driving ranges, swimming pools, tennis and basketball courts, sports fields, and playgrounds.~~

### **Outdoor Recreation or Sports**

**Outdoor activities, which most commonly includes activities that occur outdoors in an urban and human-made environment as well as those activities traditionally associated with the natural environment. The activities themselves — such as outdoor education, play courts or playgrounds, fishing, golf courses, sports fields, and horseback riding or other similar outdoor activities.**

### **Outdoor Entertainment**

**Outdoor activities, excluding racetracks, which are primarily associated with the wholesaling and retailing of leisure outdoor experiences and products. The activities themselves- such as outdoor concerts, amusement parks, miniature golf, drive-in theaters, go-cart tracks, stadiums, and other similar outdoor facilities that may or may not provide limited bleacher-type seating for the convenience of users.**

### **Personal Service**

Establishments primarily engaged in providing services involving the care of a person or of the care or repair of his or her personal goods or apparel. Personal services include but are not limited to laundry, including cleaning and pressing service, diaper service, beauty shops, barbershops, shoe repair, personal copying/shipping services, daytime non-medical pet care, bicycle and sports equipment repair, small appliance repair, and similar uses. 1. “Personal Service, Large” is a facility with more than 15,000 square feet of gross floor area. 2. “Personal Service, Small” is a facility with up to 15,000 square feet of gross floor area.

### **~~Private Common Space~~**

~~A landscaped open space area held in private ownership and not meeting the definition of a buffer. Yard areas of single family, two family, and single family attached duplexes shall not be considered private common space.~~

### **~~Private Golf Course, Tennis Club, Country Club~~ Private Recreational Facility or Clubhouse**

An establishment typically associated with a golf course, tennis facility, country club, club house, or similar recreational facility that is serves as a place of social and recreational gatherings for members of a private club or a residential development and their guests, rather than the general public. This use may include one or more guest rooms or guest houses made available to guests of members of the club or residents of the development, and not to members of the general public.

### **Site Furnishing Components**

Utility boxes, benches, trash receptacles, news corrals, bicycle racks, planters, and other **similar** items. ~~listed in the Original Aurora Public Realm Design Standards.~~

### **~~Scientific, Environmental, or Interpretive Educational Use~~**

~~Facilities for recreational uses related to the functions and values of a natural area that require limited and low impact site improvement, including soft surface trails, signs, pedestrian bridges,~~



seating, viewing blinds, observation decks, handicapped facilities, drinking fountains, picnic tables, interpretive facilities, and similar facilities.

### Temporary Structure

A structure that is removed when the designated time period, activity or use, for which the temporary structure was erected, has ceased.

### Title 32 District/ Metropolitan (Metro) District

A special district organized under the provisions of Colorado Revised Statutes Title 32, Special Districts Act which provides the services specifically authorized by Title 32 and has the powers and authority provided in Title 32. Services authorized by Title 32 are limited to: ambulance, fire protection, health service, metropolitan, park and recreation, sanitation, water and sanitation, water, tunnel, mental health care service, and health assurance. These entities are often referred to as Metropolitan Districts, Metro Districts, or Special Districts.

### Touch Rule

~~Projects that involve expansions of existing land uses or buildings, or that include a major conversion of use among major use categories, but that do not include the construction of new primary buildings, shall be required to bring the property into compliance with the standards in Sections 146-4.6.5 (Parking Design and Location), 146-4.6.6 (Off-Street Loading Areas), 146-4.6.7 (Drive-Through Stacking Areas), 146-4.7 (Landscape, Water Conservation, Stormwater Management), 146-4.8 (Building Design Standards), and 146-4.9 (Exterior Lighting) as follows:~~

~~For purposes of applying this Touch Rule, all expansions shall be measured cumulatively from the Effective Date.~~

Degree of Building or Land Use Expansion	Subarea	Degree of Compliance Required
Less than 10% of existing gross floor area or 2,500 gross square feet, whichever is less	A, B, C	No compliance with above-referenced Sections required for portions of the site remaining unoccupied by expanded building or land use
10% to 100% of existing gross floor area or 2,500 to 10,000 gross square feet, whichever is less	A	All portions of the building and site modified by the expansion shall be brought into compliance with the above-referenced Sections.
10% to 50% of existing gross floor area or 2,500 to 10,000 gross square feet, whichever is less	B, C	
More than 100% of existing gross floor area or more than 10,000 gross square feet, whichever is less	A	All portions of the building and site shall be brought into compliance with the above-referenced Sections
More than 50% of existing gross floor area or more than 10,000 gross square feet, whichever is less	B, C	
Building Use Conversion	Subarea	Degree of Compliance Required
Conversion of primary building use from residential to non-residential, or from non-residential to residential, as shown in Table 3.2-1.	A	All portions of the building and site modified by the conversion shall be brought into compliance with the above-referenced Sections, except that compliance with Section 146-4.8 (Building Design Standards) only required to maximum extent practicable.
	B, C	All portions of the building and site modified by the conversion shall be brought into compliance with the above-referenced Sections.



### Walkable Main Street

~~As used for MU R zone districts in Subarea C, a street, at least 660 feet long, to act as a linear pedestrian feature within or connecting to the Focal Point. The Main Street shall be a public or private street or major walkway that serves as the primary walkable street in each MU R district, and it may or may not allow automobile traffic (at the applicant's option). The building sites adjacent to the Main Street are referred to as Main Street Sites. In the case of a regional shopping mall containing at least 1,000,000 square feet of gross floor area, the Main Street may be designed as an extension of the mall's circulation axis to adjacent outdoor areas, provided at least 440 feet of the "Main Street" shall be located outdoors.~~

### Yard, Side

The open space on the same site with the principal building situated between the building and the side line of the site and extending from the front yard to the rear yard. **If side yard fronts a street, then an accessory structure must be setback an equal distance as the required front yard.**

### Zone Lot

A designated single parcel of contiguous land occupied by or capable of being occupied by a use or structure, the area of which is contained within the boundaries of one or more contiguous ownerships. **~~plus one-half of any abutting alley and including one-half of any abutting dedicated street~~**

Section 40. 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 41. Repealer. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 42. Pursuant to Section 5-5 of the Charter of the city of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.



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MIKE COFFMAN, Mayor

ATTEST:

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LISA HORTON, Acting City Clerk

APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to read 'DM', is written over a horizontal line.

DANIEL L. MONEY, Senior Assistant City Attorney





## City of Aurora Council Agenda Commentary

Item #: 10a  
SS: 9/14/20  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Agreement between the City of Aurora, Second Creek Ranch Metropolitan District, and Clayton Properties Group II, Inc. regarding Public Improvement Funding

**Item Initiator:** Rachael, Victor - Deputy Director PW Engineering - Public Works

**Staff Source:** Rachael, Victor - Deputy Director PW Engineering - Public Works

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 6.0--Provide a well-managed and financially strong City

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☒ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

**PREVIOUS ACTIONS OR REVIEWS:****Policy Committee**

Name: Management and Finance Policy Committee

Meeting Date: 08/25/2020

☒ Minutes Attached

☐ Minutes Not Available

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

☐ Forwarded without Recommendation

☐ Recommendation Report Attached

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

Staff has been conducting meetings with a team of developers, and their attorneys to discuss possible alternatives for the financing of transportation infrastructure. Council approved an agreement to establish the South Aurora Regional Improvement Authority to address infrastructure considered regional/sub-regional serving a large area of the city. The discussions with this team have included alternatives for funding infrastructure, including local infrastructure necessary to serve individual developments.

Current city policy requires transportation improvements to be completed prior to issuance of Certificate of Occupancy for adjacent development. This is a reasonable approach in many situations, such as for a single lot commercial or smaller residential development. However, when applied to a large master planned residential or mixed use project, it may cause an undue financial burden for the developer or metro district as the infrastructure is constructed in advance of actual need and taxpayers to support the costs.



There is agreement that the obligation for infrastructure should remain a requirement of adjacency. However, an acceptable alternative approach to address the concerns raised is to identify triggers within the Public Improvement Plan of the master planned development. The triggers can be based on specific traffic impacts as the development is built out and the identification of when the infrastructure is actually needed, not by adjacency alone. This would also take into account phasing of lanes for some of the larger roads that may not be required of a development until full build-out. In order to assure funds are available for construction of the necessary infrastructure when the triggers are met, it has been determined that there must also be a financing plan documenting the reservation of funds for the individual improvements as part of the Public Improvement Plan approved by the city.

This same model was approved for the Adonea Residential development by the M&F Committee in August 2017 and City Council in December 2017.

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

The Green Valley Ranch East (GVRE) Infrastructure Funding Agreement utilizes the previously approved agreement for Adonea as the model. The GVRE project is located north of 38<sup>th</sup> Avenue and east of Picadilly, see vicinity map attached. Design plans were approved in late 2019 and construction began on this project in early 2020. Demand for residential units remains strong and construction continues to advance. Clayton Properties Group II, Inc. (formerly Oakwood Homes) has plans for additional phases/filings within this development that are currently under review by the city and Clayton expects to begin construction soon in those areas.

The agreement is between the City, the Second Creek Metro District and Clayton Properties Group. The agreement ensures that the appropriate funding will be available at the time the required public improvements will need to be constructed by establishing an impact fee to be collected by the metro district from the builder at the time of building permit for each lot. The calculation of the impact fee is based on cost estimates of the actual public improvement work to be completed within each segment divided by the number of lots. The monies collected will be deposited into an escrow account managed by the metro district, but available to the city if the developer/builder were to not perform in completing the public improvements as required.

Summary of salient points:

Section 2 & Attachment 2: Defines the scope of public improvement to be completed in each segment of work.

Section 3: Describes how cost estimates will be determined and establishes the impact fee, how it will be collected and the parameters of the escrow account.

Section 4 & Attachment 2: Identifies the triggers for improvements that are based on number of building permits and when the particular infrastructure will be needed based on the level of build-out. It also describes how the escrow funds will be dispersed.

**QUESTIONS FOR COUNCIL**

Does the City Council support moving the proposed public improvement funding agreement ordinance forward for formal consideration?

**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. §29-1-203(1)).



City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12).  
(Rulla).

**PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable ☐ Significant ☐ Nominal

N/A

**EXHIBITS ATTACHED:**

GVRE PIFA Resolution - Approved.pdf

A - Site Location Map.pdf

B - Public Funding Improvement Agreement 081220\_complete.pdf

C - PIP Exhibits-OA-PIP-OA 20200808.pdf

DRAFT MF 8-25-20 Minutes\_Green Valley Ranch East.pdf



RESOLUTION NO. R2020- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING AN AGREEMENT BETWEEN THE CITY OF AURORA, SECOND CREEK  
RANCH METROPOLITAN DISTRICT, AND CLAYTON PROPERTIES GROUP II, INC.  
REGARDING PUBLIC IMPROVEMENT FUNDING

WHEREAS, the City of Aurora ("City"), the Second Creek Ranch Metropolitan District (the "District"), and Clayton Properties Group II, Inc., a Colorado corporation (collectively, "the Parties") are in agreement that the development within and surrounding the area of the Green Valley Ranch East Amendment 1 Development will require construction of certain public infrastructure improvements; and

WHEREAS, the Parties desire to memorialize an agreement concerning the timing and construction of these improvements and the terms and conditions related to the funding needed for such construction; and

WHEREAS, the City has determined it to be in the best interests of the residents of the City to enter into this Agreement; and

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

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the City may cooperate or contract with other political subdivisions in order to provide any lawfully authorized function, service or facility.

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

Section 1. The Public Improvement Funding Agreement between the City, the District, and Clayton Properties Group II, Inc. is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver such Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.



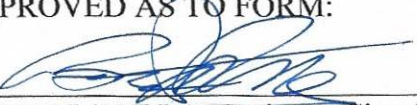
RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
BRIAN J. RULLA, Assistant City Attorney



## PUBLIC IMPROVEMENT FUNDING AGREEMENT

This **PUBLIC IMPROVEMENT FUNDING AGREEMENT** (this "**Agreement**"), dated \_\_\_\_\_, 2020, for reference purposes, is among SECOND CREEK RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("**District**"), CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation ("**Clayton**"), and the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("**City**") (individually, a "**Party**," collectively, the "**Parties**").

### RECITALS:

This Agreement is made with respect to the following facts:

A. Clayton intends to develop certain real property in northeastern Aurora, Colorado, as a mixed use planned development that will include residential housing options, school, parks, and open space. The development consists of real property (the "**Property**") that is (1) located east of Picadilly Road, west E-470, north of 38<sup>th</sup> Avenue, and south of 52<sup>nd</sup> Avenue, (2) commonly known as the Green Valley Ranch East Amendment 1 Development, and (3) more particularly described on Attachment 1 to this Agreement. Among other public improvements and infrastructure, the development of the Property will require the design and construction of certain roadway improvements and associated public improvements (the "**Roadway Improvements**").

B. The development of the Property will occur in phases and the Roadway Improvements will be constructed in twenty-three segments (the "**Segments**") upon the occurrence of the triggering events (the "**Triggering Events**") set forth in Attachment 2 to this Agreement. As the times and in the manner set forth in this Agreement, Clayton will complete the Roadway Improvements in accordance with the detailed construction and design drawings, plans, and specifications (the "**Construction Drawings**") as Approved (as defined in Section 11.a below) by the City in connection with the Approval of the final plats and amendments to the framework development plan and contextual site plan for the Property.

C. The District has the authority to finance, acquire, and construct public improvements of the type similar to the Roadway Improvements set forth in Attachment 2 to this Agreement. In addition to the agreements concerning the timing and construction of the Roadway Improvements, the Parties have also agreed on the conditions and terms related to funding the construction of each Segment of the Roadway Improvements. The purpose of this Agreement is to set forth the agreement and understanding of the Parties regarding the construction and funding of the Roadway Improvements and the Triggering Events for the construction of the Roadway Improvements.

D. Clayton is the successor-in-interest to the Green Valley Development Agreement, by and among the City of Aurora and GVRE 470, LLC, Green Valley Aurora LLC, Green Valley East LLC, GVR King LLC, SJSA Investments, LLC and Terrance G. King, and HC Development & Management Services, Inc., executed November 24, 2008, and recorded March 6, 2009, as Reception No. 2009000016224, among the land records of Adams County, Colorado



## AGREEMENT:

In consideration of the conditions, covenants, and terms set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

1. Roadway Improvements. In accordance with, and subject to, the conditions and terms set forth in this Agreement, Clayton shall (a) fund the cost (the "**Cost of the Work**") of completing the Roadway Improvements and performing the work (the "**Work**") necessary to complete the Roadway Improvements and (b) except as set forth in Section 4.b below, shall be the Party (the "**Constructing Party**") responsible for constructing the Roadway Improvements and performing the Work.

2. Roadway Segments. Except as set forth in Section 4.b below, Clayton will construct the Roadway Improvements in the Segments, in the order, and upon the occurrence of the Triggering Events set forth in Attachment 2 unless agreed otherwise in writing by the Parties.

3. Funding Construction. The funding of the Cost of the Work shall be as follows:

a. Cost Estimates. As of the Effective Date (as defined in Section 11.e below), Clayton has prepared an initial cost estimate (the "**Initial Cost Estimate**") set forth in Attachment 3. As development progresses, Clayton shall prepare and submit Construction Drawings for the Segments to the City for review. Once the City has Approved Construction Drawings for a Segment, Clayton shall prepare and submit to the City for review and comment an estimate (the "**Cost Estimate**") of the Work necessary to complete each such Segment based upon bids prepared from the Construction Drawings and the City requirements, rules, and standards for the Work and the Roadway Improvements (collectively, the "**City Standards**") in effect as of the Effective Date, shall be submitted. During the Term (as defined in Section 9 below), Clayton shall update the Cost Estimate before commencing Work on a Segment as follows:

i. At least forty-five days before commencing Work on a Segment, the Constructing Party shall prepare and submit to the City and the District a proposed updated Cost Estimate (the "**Proposed Cost Estimate**") based upon (A) the Work remaining to be completed as of the date (the "**Submittal Date**") of submittal of the Proposed Cost Estimate to the City and the District (the "**Remaining Work**"), (B) the City Standards in effect as of the Submittal Date, and (C) updated bids from contractors based upon the Remaining Work.

ii. The City and the District shall have thirty business days (the "**Review Period**") after the Submittal Date in which to give Notice (as defined in Section 11.k below) to the other Parties either (A) approving the Proposed Cost Estimate for the Remaining Work, in which event the Proposed Cost Estimate will be the Cost Estimate until the Constructing Party submits, and the City and the District Approve, a new Proposed Cost Estimate in accordance with Section 3.a.i above or (B) objecting to a particular line item in the Proposed Cost Estimate, in which event the Parties will resolve such objection in the manner set forth in Section 3.a.iii below provided that if the City and/or the District do not respond to the Proposed Cost Estimate on or before the end of the Review Period, the Parties shall proceed as if the Party not responding had given a Notice approving the Proposed Cost Estimate and if neither Party responds, the Parties



shall proceed as if both Parties had given their approval of the Proposed Cost Estimate, in which the Proposed Cost Estimate will be the Cost Estimate until the Constructing Party submits, and the City and the District approve, a new Proposed Cost Estimate in accordance with Section 3.a.i above.

iii. If the City or the District objects to a particular line item in the Proposed Cost Estimate, the Parties shall meet and cooperate in good faith with each other in resolving such objection provided that (A) the City and District shall not unreasonably condition, delay, or withhold their approval of a Proposed Cost Estimate, (B) the City and the District shall be deemed reasonable in their objection to a Proposed Cost Estimate if it is based upon a commercially reasonable opinion that insufficient funds have been allocated to complete a line item, and (C) the then-current Cost Estimate will remain in effect until the Parties have agreed upon an updated Cost Estimate provided that if the Parties have not reached an agreement within thirty days of the date the objection was raised, the Parties will appoint a Third Party Engineer acceptable to all of the Parties to make a final determination as to the line items in dispute.

b. Construction Escrow Account; Impact Fees. To fund the Cost of the Work, the District will impose an impact fee ("**Impact Fee**") on builders ("**Builders**") constructing single-family residences in the Property in the amount set forth in Section 3.c below. Within ten days after applying for a building permit ("**Building Permit**") for the construction of a single-family residence on a lot (a "**Building Permit Lot**") in the Property, each Builder shall pay to the District an Impact Fee for such Building Permit Lot. The Parties hereby acknowledge that prior to the date of this Agreement, \_\_\_\_\_ Building Permits have been issued to Builders ("**Prior Building Permits**") and, as such, within ten days after the Effective Date all Impact Fees relating to such Prior Building Permits shall be paid in full to the District. The District will impose late fees and assess interest in accordance with its fee resolution in effect at such time if a Builder does not pay an Impact Fee paid within ten business days after applying for a Building Permit. Upon receipt of an Impact Fee, (i) the District shall deposit such Impact Fee into an interest-bearing, segregated escrow account (the "**Construction Escrow Account**") that it shall establish as a special fund of the District dedicated to the purposes of this Agreement, (ii) the Construction Escrow Account shall be with a financial institution, and upon conditions and terms, reasonably acceptable to the Parties, and (iii) following the deposit of Impact Fees in the Construction Escrow Account, the District shall thereafter hold such funds (the "**Escrow Funds**") in the Construction Escrow Accounts for the purposes and uses set forth in, and disburse it in accordance with, this Agreement.

The District will have the right to perform a monthly review of the number of Building Permits issued for new homes in the District to determine if Builders have paid to the District Impact Fees for each Building Permit Lot. Clayton on behalf of itself acknowledges and agrees that the Impact Fee shall create a statutory lien on the Property pursuant to Section 32-1-1001(1)(j)(I), C.R.S. The lien established by the District resolution adopting the Impact Fee shall not be released on a Building Permit Lot until a Builder has paid the Impact Fee for each such lot, and the District shall have the right to collect such Impact Fees and enforce the liens imposed for such Impact Fees in accordance with the regulations and rules of the District. The City agrees to cooperate with the District in verifying when the City has issued Building Permits for Building Permit Lots.



c. Amount of Impact Fees. As of the date of Approval by the City and the District of a Proposed Cost Estimate as a Cost Estimate in accordance with Section 3.a above, the Constructing Party will calculate, and the District will assess, the Impact Fees for the next succeeding year based upon the approved Cost Estimate by **dividing** the Cost Estimate for the Remaining Work for such year as determined pursuant to Section 3.a above and the District's estimated out-of-pocket costs as described in Section 5.d below **by** the number of single-family lots in the Property for which a Building Permit has not been issued based on the recorded plats for the Property and uncollected Impact Fees as of the beginning of such year provided that (i) if the Parties have not approved a Proposed Cost Estimate as a Cost Estimate as of the date a Constructing Party is prepared to commence Work as set forth in Section 3 above, the District will continue to assess Impact Fees based upon the then-current Cost Estimate until the dispute is resolved in accordance with Section 3.a.iii above and (ii) if final plats have not been recorded for the Property, then upon the plats submitted to the City for approval as of the date the Constructing Party submits a Proposed Cost Estimate. If an amendment to an approved plat is submitted, the amount of the Impact Fee will be adjusted based on the new lot count.

4. Construction of Roadway Improvements; Disbursement of Escrow Funds. As set forth in Section 3 above, the District will deposit Impact Fees upon receipt into the Construction Escrow Account, shall hold such Impact Fees in escrow, and release Escrow Funds to pay the Cost of the Work as follows:

a. Triggering Events. The Constructing Party shall commence construction of a Segment of the Work upon occurrence of a Triggering Event for such Segment. Once the Trigger Event has occurred for the final Segment, as set forth in Attachment 2, Clayton, or its successor in interest as Constructing Party, shall deposit Impact Fees into the Construction Escrow Account for all the remaining lots to be constructed on the Property. The Constructing Party shall construct traffic signals if determined necessary by the City, at the time of the associated roadway segment construction. The City shall construct traffic signals, if they are not constructed by the Constructing Party, when warranted in accordance with the *Manual on Uniform Traffic Control Devices*, latest edition.

b. Failure to Commence Construction. If a Triggering Event occurs and if Clayton, as Constructing Party, fails to commence construction on a Segment within a commercially reasonable period not to exceed ninety calendar days following the occurrence of a Triggering Event, then the City, the District, or Clayton's successor in interest shall have the right to give Notice to Clayton with respect to such Segment stating that, if Clayton does not begin Work on such Segment within thirty days of the giving of the Notice, then (i) the City shall have the right to withhold the issuance of additional Building Permits for the construction of residences in the Property until Work on such Segment has begun (ii) the right to withhold temporary certificate of occupancy (TCO) or certificate of occupancy (CO) on any unfinished residential units within the development until Work on such Segment has begun, (iii) the District shall have the right to withhold, and not disburse, Escrow Funds from the Construction Escrow Account until Work on such Segment has begun, and (iv) at their respective options, but without any obligation to do so, the City or the District shall have the right to (A) perform Work on such Segment, in which the City or the District, as the case may be, shall be a Constructing Party and entitled to disbursements from the Construction Escrow Account as set forth in Section 5 below provided that if the City or the District elect to be a Constructing Party pursuant to this clause (iii)(A), neither



the City nor the District shall be subject to the insurance and indemnification covenants set forth in Sections 7.a, 7.b, 8.c, and 8.d below or (B) require Clayton to assign its rights and obligations to complete all or part of such Segment to a Successor Constructing Party (as defined and provided in Section 4.c below), in which event such Successor Constructing Party shall have the duties, obligations, and rights set forth in Section 4.c below.

c. Reprioritization of Segments and Realignment of Trigger Events. In the event that traffic warrants, according to the City, require a Segment to be improved prior to the commencement of the Trigger Event pursuant to this Agreement, the reprioritization of Segments and realignment of Trigger Events may be amended in collaboration with Clayton and the District, and the City, shall prepare an Amendment to this Agreement whereby an updated Schedule of Segments and Trigger Events shall amend and replace Attachment 2 herein and an accompanying updated Cost Estimate shall amend and replace Attachment 3 (see Attachment 6 Sample Amendment).

d. Assignment by Clayton to Successor Constructing Party. As may be required pursuant to clause(iii) of Section 4.b above and subject to the requirements of this Section 4.c, Clayton shall have the right to assign its obligations as Constructing Party to construct all or part of the Roadway Improvements in a Segment (an "**Assigned Roadway Improvement**") to another Builder or developer (a "**Successor Constructing Party**") by an assignment in which (i) Clayton and the Successor Constructing Party identify the Assigned Roadway Improvement, (ii) the Successor Constructing Party assumes and agrees to perform, the Assigned Roadway Improvement, and (iii) Clayton and the Successor Constructing Party obtain the prior Approval of the City and the District, which Approval the City and the District shall not unreasonably condition, delay, or withhold. Upon such Approval by the City and District, Clayton shall be released of its obligations pursuant to this Agreement to complete the Assigned Roadway Improvement, the Successor Constructing Party shall complete the Assigned Roadway Improvement upon the occurrence of a Triggering Event in accordance with the conditions and terms of this Agreement, and upon compliance with the requirements of Section 5 below, the Successor Constructing Party shall have the right to receive reimbursements for the Cost of the Work of such Assigned Roadway Improvement on a *pari passu* basis with other Constructing Parties completing Work on the same Segment containing the Assigned Roadway Improvement.

5. Disbursement of Impact Fees. The District will disburse Escrow Funds held in escrow in the Construction Escrow Account to the Constructing Party to pay the Cost of the Work in accordance with the following procedures:

a. Disbursement Requests. No more frequently than monthly, a Constructing Party shall have the right to submit requests ("**Disbursement Requests**") for a disbursement of funds from the Construction Escrow Account for Work completed. Each Disbursement Request shall be signed by the Constructing Party, shall be in a form reasonably acceptable to the District, and shall include the following information: (i) the Segment of Work for which disbursement is requested (including a reasonably detailed description of the Work performed by the Constructing Party and the amount requested for disbursement), (ii) a certification from a third party engineer (the "**Third Party Engineer**") and substantially in the form of Attachment 4 (the "**Cost Certification**") indicating that the Work has been performed, and the Roadway Improvements constructed, substantially in accordance with the Construction Drawings and the City Standards,



(iii) a statement listing any Approvals required from the City and commercially reasonable efforts that the City has issued such Approvals for such Work, and (iv) the payees ("**Payees**") including (A) if the Constructing Party is the Payee, proof of payment by the Constructing Party to all subcontractors and suppliers performing services or providing supplies or (B) if the subcontractors and suppliers are the Payees, a list of such subcontractors and suppliers, the amount payable to each Payee, and a form of lien waiver that each Payee must present to the District as a condition to receiving payment. The Constructing Party shall hire the Third Party Engineer, shall include the cost of the services of the Third Party Engineer in the Cost of the Work, and shall include an estimate of the cost of the services of the Third Party Engineer in each Estimate and Proposed Cost Estimate.

b. Reliance by District. The District shall (i) rely exclusively upon the Disbursement Request (including relying on the pay request certification from the Third Party Engineer, the identification of the Payees, and the amounts due them) and (ii) be under no duty or obligation to determine whether the Work complies with the City Standards and/or the Construction Drawings, inspect the Work, verify the engineer's certification, or confirm the Payees or the amounts due the Payees.

c. Disbursement. The District shall disburse the amount of the Disbursement Request to the Constructing Party or the Payees, as the case may be, within twenty calendar days of receipt of the completed Disbursement Request complying with the requirements of Section 5.a provided that if the funds deposited in the Construction Escrow Account are insufficient to fund a Disbursement Request then (i) the Constructing Party shall fund the Cost of the Work until there are sufficient funds deposited in the Construction Escrow Account to fund Disbursement Requests and (ii) the District shall (A) be under no obligation to fund the amount of any deficiencies in the Construction Disbursement Account, (B) have no obligation to collect any deficiencies in the Construction Disbursement Account from Constructing Parties, and (C) not fund any portion of the Disbursement Request until either (1) a Constructing Party has deposited the amount of the deficiency with the District or (2) the District has received Impact Fees in an amount sufficient to pay any deficiencies in the Construction Disbursement Account. If there is a deficiency in the Construction Escrow Account, then the Constructing Party shall revise the Cost Estimates and calculate a new amount for the Impact Fee within a commercially reasonable time after determination of a deficiency in the Construction Escrow Account.

d. Costs of District. In addition to paying the Cost of the Work set forth above, the District shall have the right to receive reimbursements from the Construction Escrow Account for its actual, commercially reasonable, out-of-pocket costs and expenses incurred in administering the Construction Escrow Account, reviewing Disbursement Requests, and funding disbursements, which shall include legal, accounting, engineering, and similar administrative costs, expenses, and fees. The City reserves the right to inspect District records to verify amounts collected and retained by the District to reflect costs pursuant to this Section 5.d.

e. Reconciliation of Escrowed Funds. After the City grants final acceptance of all of the Roadway Improvements, the Constructing Party shall present evidence of the acceptance to the District, which will remit any amounts remaining in the Construction Escrow Account to Clayton after withdrawing amounts it has incurred to administer the collection and distribution of the Impact Fees as set forth in Section 5.d above.



6. Construction Obligations. As Constructing Party, and at its sole cost and expense but subject to reimbursement pursuant to Section 5 above, Clayton shall be solely responsible for the commencement, diligent prosecution of the Work, and completion of the Roadway Improvements in accordance with the City Standards and the Construction Drawings provided that (a) the City shall have the right to construct (or cause the construction) of the Roadway Improvements as Constructing Party if Clayton fails to do so, as set forth in Section 4.b above, and (b) Clayton may assign all or part of its duties and obligations under this Agreement with respect to Assigned Roadway Improvements to a Successor Constructing Party in accordance with Section 4.c above, in which event Clayton shall be released from its duties and obligations under this Agreement with respect to the Assigned Roadway Improvements and such Successor Constructing Party shall be responsible for the duties and obligations of the Constructing Party under this Agreement with respect to such Assigned Roadway Improvements. Clayton may assign its obligations under this Agreement only after providing the District with thirty days written notice.

7. Insurance.

a. Insurance Coverage. The Constructing Party, its contractors and subcontractors shall acquire and maintain, at their sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in Attachment 4, attached hereto and incorporated in this Agreement by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents are required for each type of coverage provided. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Agreement.

b. Evidence of Insurance. Prior to commencing any Work under this Agreement, the Constructing Party shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage. If the Constructing Party subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Constructing Party. If the coverage required expires during the term of this Agreement, the Constructing Party or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. Failure to Obtain Insurance. The Constructing Party's failure to purchase the required insurance shall not serve to release it from any obligations contained in the Agreement; nor shall the purchase of the required insurance serve to limit the Constructing Party's liability under any provision in the Agreement. The Constructing Party shall be responsible for the payment of any deductibles on issued policies.

8. Construction Escrow Account Instructions. The escrow established hereby is subject to the following:



a. Release of District. The Parties release the District from any damage, liability, or other claim resulting from the District performing its duties and obligations under this Agreement with respect to the Construction Escrow Account and the disbursement of Escrow Funds in accordance with the conditions and terms of this Agreement.

b. Indemnification of District for Escrow of Impact Fees. In consideration of the establishment of the Construction Escrow Account and the escrow established thereby and to the extent permitted by law, and without waiver of rights and protections provided by the Colorado Governmental Immunity Act, the Parties indemnify and hold the District harmless as to any liability incurred by the District by reason of its having accepted the escrow of the Impact Fees and the Escrow Funds provided that (i) the District complies with the terms and provisions of Agreement and (ii) the foregoing indemnification and agreement to hold the District harmless does not extend to, or include, any breach by the District of its duties and obligations.

c. Indemnification of District for Work Performed. The Constructing Party shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees, by the degree or percentage of negligence or fault arising directly or indirectly, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Constructing Party or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Constructing Party's performance of the Work pursuant to this Agreement. The Constructing Party is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Constructing Party under worker's compensation acts, disability acts or other employee benefit acts.

d. Indemnification of District for Liens. The Constructing Party will at all times indemnify, defend and hold the District and its directors, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of the Work, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens. After written demand by the District, the Constructing Party will immediately cause the effect of any suit or lien to be removed from the District's property. In the event the Constructing Party fails to do so, the District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Constructing Party or may, at the District's option, be offset against any sums due and payable to the Constructing Party pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Constructing Party will, at the option of the District, defend said suit at its own cost and expense, with counsel satisfactory to the District and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Constructing Party may litigate any such lien or suit, provided the Constructing Party causes the effect thereof to be removed promptly in advance from the District's property.



e. Indemnity Defense and Costs. This indemnity coverage shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense. The District retains the right to disapprove counsel, if any, selected by the Constructing Party to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified in the Agreement shall in no way lessen or limit the liability of the Constructing Party under the terms of this indemnification obligation. The Constructing Party shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

f. No Obligation to Collect or Inspect. The District has no duty or obligation to (i) collect any deficiencies if the Escrow Funds are insufficient to pay the cost and expense of the Work, (ii) guarantee the performance of the Work), (iii) inspect the Roadway Improvements or the Work for completeness or compliance with City Standards and/or the Construction Drawings, it being the agreement and understanding of the Parties that the District shall rely solely upon the certifications of the Constructing Party and engineer set forth in the Disbursement Requests, and (iv) any Party or any person not a party to this Agreement for any default by a Constructing Party or defect in the Work performed by a Constructing Party.

g. Dispute; Interpleader. If at any time a dispute shall exist as to the duty of Escrow Agent under the terms hereof, Escrow Agent may deposit the Escrow Funds then in its hands with the Clerk of the District Court in and for Arapahoe County, Colorado, and may interplead the Parties hereto. Upon so depositing the Escrow Funds and filing its complaint in interpleader, Escrow Agent shall have no further duty or obligations as to the Escrow Funds so deposited. The Parties hereto, for themselves, their heirs, successors, representatives, and assigns, do hereby submit themselves to the jurisdiction of said court and do hereby appoint the clerk of said court as their agent for the service of all process in connection with the proceedings in this paragraph mentioned.

9. Term. The term ("**Term**") of this Agreement will begin on the Effective Date and automatically terminate, and the Parties will be released from any further obligations under this Agreement, upon the completion of the Roadway Improvements as evidenced by the City, or other appropriate entity with jurisdiction, issuing final acceptance for the Roadway Improvements. The Parties will consider the City to have finally accepted the Roadway Improvements at such time as the City, or other appropriate entity with jurisdiction, has accepted ownership and maintenance obligations for the Roadway Improvements, and there are no unperformed obligations under this Agreement. A termination pursuant to this Section 9 will be effective without the need for further action by any Party provided that upon the request of any Party, each Party will execute and deliver any instruments reasonably necessary or desirable to provide record evidence that the requesting Party has fully performed its obligations under this Agreement and/or that this Agreement has been terminated and such obligation shall survive the expiration of the Term of this Agreement.

10. Default; Binding Arbitration.

a. Default. Time is of the essence of this Agreement. A Party ("**Defaulting Party**") shall not be in default (a "**Default**") of its obligations under this Agreement unless the Party asserting a failure to pay or perform as a Default gives Notice of such failure to pay or



perform to the other Parties and the Defaulting Party does not pay or perform the obligation asserted as a Default within ten business days after the giving of such Notice provided that if the failure to perform is a nonmonetary obligation that cannot be cured within ten business days, then such longer period as may be commercially reasonable to cure such nonmonetary failure to perform. Upon the occurrence of a Default, the sole remedy of the non-defaulting Party shall be Arbitration (as defined and provided in Section 10.c below) and the limitation on damages shall be subject to the limitations on damages set forth in Section 10.d below.

b. Dispute. A dispute (a "**Dispute**") shall exist if the Parties are unable to resolve any dispute, matter, or other claim arising under this Agreement (including the existence of a Default, damages resulting from such Default, and the remedies available to the non-defaulting Party as a result of such Default). Notwithstanding the foregoing, the term *Dispute* shall not include disagreements regarding line items in Proposed Cost Estimates, which the Parties shall resolve by the determination of a Third Party Engineer as provided in Section 3.a.iii above.

c. Resolution of Disputes by Binding Arbitration. If a Dispute exists under this Agreement, then the sole remedy of the Parties with respect to such Dispute shall be to resolve it by mandatory and binding arbitration ("**Arbitration**") before the Judicial Arbitrator's Group, Inc. (or other mutually agreeable third party arbitrator located in the Denver Metropolitan area)(the "**Arbitrator**"). To begin an Arbitration, a Party shall file a Notice with the Arbitrator and with copies given to the other Parties in which the Party shall request resolution of the Dispute by Arbitration conducted by the Arbitrator in the Denver Metropolitan area. The rules of the Arbitrator in effect at the time of the giving of such Notice, the United States Arbitration Act (9 U.S.C. §§ 1-16), and the Colorado Revised Uniform Arbitration Act (C.R.S. §§ 13-22-201 through 13-22-230), as each is applicable, shall govern such Arbitration unless the Parties mutually agree otherwise in writing. The Party filing the Notice demanding Arbitration shall pay all filing fees and similar costs associated with the Arbitration provided that the Arbitrator shall award the costs and expenses of such Arbitration as such Arbitrator may determine. The Parties shall request that the arbitrator determine which Party is the substantially prevailing Party and award to such Party its reasonable attorneys' fees and costs as part of the arbitration award.

d. Limitation on Damages. In the event of a Default, a Party shall only receive its actual, out-of-pocket costs and expenses and in no event shall a Party be entitled to claim, receive, or recover consequential, exemplary, or punitive damages.

## 11. General Provisions.

a. Approvals. As used in this Agreement, any initially capitalized variant of the word *approve* or *approval* means (a) with respect to a Government Agency, that (i) a final, non-appealable approval has been given by such Government Agency and (ii) all time periods within which a party objecting to such action or matter can raise a legal challenge or request a referendum have expired without a challenge and (b) with respect to an action requiring the approval of, or consent to, an action by a Party or third person, such Party or person has given such approval or consent in writing and has conveyed such approval or consent by Notice to a Party or third person, as the case may be and the context may require.



b. Computation of Time. In the computation of time from a specified date to a later specified date, the word *from* means *from and including*, the words *to* and *until* each mean *to but excluding*, and the word *through* means *to and including*. Unless otherwise specified, all references in this Agreement to times of day shall be references to time in Aurora, Colorado (daylight or standard, as applicable). The term *business day* means any day other than a Saturday, a Sunday, or other nationally or City recognized holiday. If any date upon which performance of a covenant, provision, or term of this Agreement is to occur is a date other than a business day, then the Parties shall extend the date for such performance to the next succeeding business day.

c. Construction of Terms. The definitions of terms in this Agreement shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The Parties shall construe, deem, and interpret (i) the words *include*, *includes*, and *including* as being followed by the phrase *without limitation*, (ii) the word *will* as having the same meaning and effect as the word *shall*, (iii) any definition of or reference to any agreement, instrument, or other document (including any organization document) as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified, (iv) any reference in this Agreement to any person as including the assigns, representatives, and successors of such person and the term *person* meaning, as the context may require, a natural person or an association, corporation, government agency or body, limited liability company, partnership, trust, or other form of entity, (v) references in this Agreement to sections and attachments as referring to the sections of, and attachments to, this Agreement, (vi) references to any law as referring to all statutory and regulatory provisions amending, consolidating, interpreting, replacing, or supplementing such law and any reference to any law or regulation as referring to such law or regulation as amended, modified, or supplemented from time to time, and (vii) section headings in this Agreement as being for convenience of reference only and not affecting the interpretation of this Agreement

d. Counterparts; Electronic Copies. The Parties may execute this Agreement in multiple counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The Parties shall accept an electronically generated or transmitted copy of (a) this Agreement or any other instrument containing the signature of a Party as an original of this Agreement or such instrument, duly executed and delivered by such Party, and (b) a Notice as an original of such Notice.

e. Effective Date. This Agreement shall be effective on the date (the "**Effective Date**") that all Parties have executed and delivered this Agreement. If one or more of the Parties executes this Agreement before all Parties have executed and delivered it, then this instrument shall be an offer by the Party or Parties first executing it to enter into an agreement upon the conditions and terms set forth in this instrument and shall not constitute a binding and enforceable obligation until all Parties have executed and delivered it.

f. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the Roadway Improvements, and supersede any prior written or oral proposals or agreements regarding the Roadway Improvements. This Agreement and the exhibits attached hereto may be modified, amended or



otherwise altered only by mutual agreement in writing signed by all the Parties or their successors or assigns.

g. Further Assurances. Each Party will execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Parties the full and complete enjoyment of its rights and privileges under this Agreement.

h. Governing Law. The laws of the State of Colorado shall control the construction, enforcement, and interpretation of this Agreement.

i. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District or the City, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the District or the City and, in particular, governmental immunity afforded or available to the District and the City pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

j. Not a Debt. This Agreement shall not constitute a debt of the District as its funding obligations are solely dependent upon the collection from third parties of Impact Fees as described in this Agreement and the passing through of those Impact Fees to the Constructing Party for services rendered as described in this Agreement, or to the City in the event it acts instead of the Constructing Party as described in this Agreement.

k. Notices. All approvals, consents, directions, notices, requests, or other communication required or permitted under this Agreement (collectively, "Notices") must be in writing, and must be personally delivered, sent by overnight mail, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by email. The Parties shall deem Notices given and received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such Notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed, four business days after the date of posting by the United States post office, or (iv) if given by email, the next business day after the day when sent.

If to the District:                      Second Creek Ranch Metropolitan District  
4908 Tower Road  
Denver, Colorado 80249  
Attention:      Brandon Wyszynski  
Email:              [BWyszynski@OakwoodHomesCo.com](mailto:BWyszynski@OakwoodHomesCo.com)

With a mandatory copy to:      Icenogle Seaver Pogue, P.C  
4725 South Monaco Street, Suite 360  
Denver, Colorado 80237  
Attention:      Jennifer L. Ivey, Esq.  
Email:              [jivey@isp-law.com](mailto:jivey@isp-law.com)



If to Clayton: Clayton Properties Group II, Inc.  
4908 Tower Road  
Denver, Colorado 80249  
Attention: Bruce Rau  
Email: [BRau@OakwoodHomesCo.com](mailto:BRau@OakwoodHomesCo.com)

With a mandatory copy to: Spencer Fane LLP  
370 17th Street, Suite 4800  
Denver, Colorado 80202-5698  
Attention: Charles P. Leder, Esq.  
Email: [CLeder@spencerfane.com](mailto:CLeder@spencerfane.com)

If to the City: City of Aurora, Colorado  
15151 Alameda Parkway  
Attention: Victor Rachael, Deputy Director, Public Works  
Email: [Vrachael@auroragov.org](mailto:Vrachael@auroragov.org)

With a mandatory copy to: City of Aurora, Colorado  
15151 Alameda Parkway, Ste. 5300  
Attention: Brian Rulla, Assistant City Attorney  
Email: [brulla@arouragov.org](mailto:brulla@arouragov.org)

Notice of change of address must be given by Notice in the manner detailed in this Section 11.k. The Parties shall deem a Notice given if a Party refuses to accept a Notice or if a Party acquires acknowledge of the substance of a Notice if the Party giving such Notice substantially complies with the requirements of this Section 11.k.

l. Recitals and Exhibits. All recitals and exhibits contained or referred to in this Agreement are incorporated in this Agreement by this reference and made substantive terms of this Agreement.

m. Relationship of the Parties. This Agreement will not be construed or interpreted as (i) creating a joint venture, partnership, or other similar relationship between the Parties, (ii) obligating any Party to perform any of the obligations of another Party, (iii) entitling any person not a party to this Agreement to any of the benefits of this Agreement, or (iv) creating, establishing, or imposing a fiduciary duty owed by any Party to another Party or in any way creating a fiduciary relationship between the Parties.

n. Severability. If an arbiter or court enters an order declaring any provision of this Agreement to be illegal or otherwise null and void, the remaining provisions of this Agreement will remain in full force and effect; provided, however, that the remaining provisions of this Agreement will be reformed to the extent necessary to assure that no Party to this Agreement is deprived of the substantial benefit of the bargain, and to assure that enforcement of this Agreement will not produce an unjust or inequitable result for any Party to this Agreement under the facts and circumstances then pertaining



o. Waiver of Jury Trial. Each of the Parties expressly (a) waives the right of a trial by jury of any Dispute arising under, or related to, this Agreement and (b) agrees that the Parties shall resolve all Disputes by mandatory and binding arbitration as provided in Section 10 above.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



The Parties have executed this Agreement as of the dates set forth below.

SECOND CREEK RANCH METROPOLITAN  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

\_\_\_\_\_  
Officer

ATTEST:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



CLAYTON PROPERTIES GROUP II, INC.,  
a Colorado corporation

By: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss:  
CITY & COUNTY OF DENVER        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_ of Clayton Properties Group II, Inc., a Colorado  
corporation.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public



CITY OF AURORA, COLORADO

By: \_\_\_\_\_  
Mike Coffman, Mayor

Attest:

\_\_\_\_\_  
, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Rulla, Assistant City Attorney

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**ATTACHMENT 1**  
(Description of Property)

The following described real property located in the City of Aurora, County of Adams, State of Colorado:

Refer to Legal Description of the property as described in the recorded FDP Amendment No 1 with reception #20190000012482.



**ATTACHMENT 2**  
(Segments, Descriptions, and Trigger Events)

	<b>Segment</b>	<b>Description and Location of Roadway Improvement</b>	<b>Trigger Event</b>
1	Segment A	Traffic Signal (48 <sup>th</sup> Ave and Rome St) Filing 1	Prior to issuance of 1 <sup>st</sup> CO in Filing 1
2	Segment B	Traffic Signal (48 <sup>th</sup> Ave and Picadilly Rd) Filing 1	Prior to issuance of 1 <sup>st</sup> CO in Filing 1
3	Segment C	Traffic Signal (48 <sup>th</sup> Ave and Picadilly Rd) Filing 2	Paid in April 2020
4	Segment D	Traffic Signal (48 <sup>th</sup> Ave and Rome St) Filing 2	Paid in April 2020
5	Segment E	Tibet Rd (Trib T to 38th Ave)	Collection of 277 <sup>th</sup> Impact Fee
6	Segment F	Traffic Signal (42 <sup>nd</sup> Ave and Picadilly Rd)	Collection of 302 <sup>nd</sup> Impact Fee
7	Segment G	Interim Section of 48th Ave (Rome St to Tibet Rd)	Collection of 522 <sup>nd</sup> Impact Fee
8	Segment H	West Half of Tibet Rd (North Boundary of PA-3 to Tib T Crossing)	Collection of 653 <sup>rd</sup> Impact Fee
9	Segment I	Traffic Signal (48 <sup>th</sup> Ave and Tibet Rd)	Collection of 678 <sup>th</sup> Impact Fee
10	Segment J	North Half of 38th Ave (Picadilly Rd to Tibet Rd)	Collection of 855 <sup>th</sup> Impact Fee
11	Segment K	Traffic Signal (38 <sup>th</sup> Ave and Picadilly Rd)	Collection of 868 <sup>th</sup> Impact Fee
12	Segment L	Traffic Signal (38 <sup>th</sup> Ave and Tibet Rd)	Collection of 893 <sup>rd</sup> Impact Fee
13	Segment M	South Half of 52nd Ave (West Boundary of PA-2 to Tibet Rd)	Collection of 956 <sup>th</sup> Impact Fee
14	Segment N	West Half of Tibet Rd (52nd Ave to South Boundary of PA-3)	Collection of 1,137 <sup>rd</sup> Impact Fee
15	Segment O	Traffic Signal (52 <sup>nd</sup> Ave and Tibet Rd)	Collection of 1,150 <sup>th</sup> Impact Fee
16	Segment P	East Half of Picadilly Rd (42nd Ave to 38th Ave)	Collection of 1,324 <sup>th</sup> Impact Fee
17	Segment Q	East Half of Picadilly Rd (48th Ave to 42nd Ave)	Collection of 1,539 <sup>th</sup> Impact Fee
18	Segment R	East Half of Picadilly Rd (52nd Ave to 48th Ave)	Collection of 1,825 <sup>th</sup> Impact Fee



19	Segment S	North Half of 38th Ave (Tibet Rd to E-470)	Collection of 1,966 <sup>th</sup> Impact Fee
20	Segment T	Traffic Signal (38 <sup>th</sup> Ave and E470)	Collection of 1,979 <sup>th</sup> Impact Fee
21	Segment U	South Half of 52nd Ave (Picadilly Rd to East Boundary of PA-1)	Collection of 1,995 <sup>th</sup> Impact Fee (which represents 90% of total permits)
22	Segment V	Traffic Signal (52nd Ave and Picadilly Rd)	Collection of 1,995 <sup>th</sup> Impact Fee (which represents 90% of total permits)
23	Segment W	Final Buildout of 48 <sup>th</sup> Ave (2 of 6 lanes; Picadilly Rd to Tibet Rd)	Collection of 1,995 <sup>th</sup> Impact Fee (which represents 90% of total permits)







# ATTACHMENT 3 (Initial Cost Estimate)

## GVRE PIFA (Public Improvement Funding Agreement) Offsite Roadway Development Costs

2,703

DATE: 8/12/20

Group	Activity	Classification	% of Full	Road Section	Unit (LF)	Unit Cost (Full Width) <sup>1</sup>	Unit Cost (Respons. Portion)	Development Costs		Trigger Event <sup>2</sup>
								Per Lot	2,217	
1 Segment A	Roadways									25
2 Segment B	<sup>3</sup> Traffic Signal (48th Ave and Rome St) Filing 1	3-Lane Collector	50%	Full Width	1 Unit	\$ 404,000	\$ 202,000	\$202,000	\$91	38
3 Segment C	<sup>3</sup> Traffic Signal (48th Ave and Piccadilly Rd) Filing 1	3-Lane Collector	25%	Full Width	1 Unit	\$ 404,000	\$ 101,000	\$101,000	\$46	51
4 Segment D	<sup>3</sup> Traffic Signal (48th Ave and Piccadilly Rd) Filing 2	3-Lane Collector	25%	Full Width	1 Unit	\$ 404,000	\$ 101,000	\$101,000	\$46	64
5 Segment E	<sup>3</sup> Traffic Signal (48th Ave and Rome St) Filing 2	3-Lane Collector	25%	Full Width	1 Unit	\$ 404,000	\$ 101,000	\$101,000	\$46	277
6 Segment F	Tibet Rd (Trib T to 38th Ave)	3-Lane Collector	100%	Full Width	2,386 LF	\$ 739	\$ 739	\$1,703,254	\$795	302
7 Segment G	<sup>3</sup> Traffic Signal (42nd Ave and Piccadilly Rd)	3-Lane Collector	50%	Full Width	1 Unit	\$ 404,000	\$ 202,000	\$202,000	\$91	522
8 Segment H	Interim Section of 48th Ave (Rome St to Tibet Rd)	6-Lane Arterial	57%	Outer 4 Lanes	1,946 LF	\$ 1,406	\$ 937	\$1,823,402	\$822	653
9 Segment I	West Half of Tibet Rd (North Boundary of PA-3 to Tib T Crossing)	3-Lane Collector	50%	West Half	2,830 LF	\$ 739	\$ 370	\$1,062,635	\$488	678
10 Segment J	<sup>3</sup> Traffic Signal (48th Ave and Tibet Rd)	3-Lane Collector	50%	Full Width	1 Unit	\$ 404,000	\$ 202,000	\$202,000	\$91	855
11 Segment K	North Half of 38th Ave (Piccadilly Rd to Tibet Rd)	4-Lane Arterial	50%	North Half	2,540 LF	\$ 1,111	\$ 556	\$1,466,520	\$661	888
12 Segment L	<sup>3</sup> Traffic Signal (38th Ave and Piccadilly Rd)	3-Lane Collector	25%	Full Width	1 Unit	\$ 404,000	\$ 101,000	\$101,000	\$46	893
13 Segment M	<sup>3</sup> Traffic Signal (38th Ave and Tibet Rd)	3-Lane Collector	50%	Full Width	1 Unit	\$ 404,000	\$ 202,000	\$202,000	\$91	956
14 Segment N	South Half of 52nd Ave (West Boundary of PA-2 to Tibet Rd)	4-Lane Arterial	50%	South Half	1,415 LF	\$ 739	\$ 370	\$522,843	\$235	1,137
15 Segment O	West Half of Tibet Rd (52nd Ave to South Boundary of PA-3)	4-Lane Arterial	50%	West Half	2,703 LF	\$ 1,111	\$ 556	\$1,501,517	\$677	1,150
16 Segment P	<sup>3</sup> Traffic Signal (52nd Ave and Tibet Rd)	3-Lane Collector	25%	Full Width	1 Unit	\$ 404,000	\$ 101,000	\$101,000	\$46	1,324
17 Segment Q	East Half of Piccadilly Rd (42nd Ave to 38th Ave)	6-Lane Arterial	50%	East Half	2,052 LF	\$ 1,406	\$ 703	\$1,442,556	\$851	1,539
18 Segment R	East Half of Piccadilly Rd (48th Ave to 42nd Ave)	6-Lane Arterial	50%	East Half	2,531 LF	\$ 1,406	\$ 703	\$1,778,680	\$802	1,825
19 Segment S	East Half of Piccadilly Rd (52nd Ave to 48th Ave)	6-Lane Arterial	50%	East Half	3,378 LF	\$ 1,406	\$ 703	\$2,373,890	\$1,071	1,986
20 Segment T	North Half of 38th Ave (Tibet to E-470)	4-Lane Arterial	50%	North Half	2,100 LF	\$ 1,111	\$ 556	\$1,166,550	\$526	1,979
21 Segment U	<sup>3</sup> Traffic Signal (38th Ave and E-470)	3-Lane Collector	25%	Full Width	1 Unit	\$ 404,000	\$ 101,000	\$101,000	\$46	*1,995
22 Segment V	South Half of 52nd Ave (Piccadilly Rd to East Boundary of PA-1)	3-Lane Collector	50%	South Half	1,197 LF	\$ 739	\$ 370	\$442,262	\$200	*1,995
23 Segment W	<sup>3</sup> Traffic Signal (52nd Ave and Piccadilly Rd)	3-Lane Collector	25%	Full Width	1 Unit	\$ 404,000	\$ 101,000	\$101,000	\$46	*1,995
	Final Buildout of 48th Ave (2 of 6 lanes: Piccadilly Rd to Tibet Rd)	6-Lane Arterial	33%	Inner 2 Lanes	3,251 LF	\$ 1,406	\$ 469	\$1,523,635	\$687	*1,995
					28,540			\$18,402,753	\$8,301	
									</	

Notes:

<sup>1</sup>Oakwood cost estimate includes unit costs, sidewalk, ROW landscaping, 20% contingency

<sup>2</sup>Trigger Event occurs at the collection of number of building permits. Segment U, V & W is triggered at 90% of the total number of permits, or at the 1,995th permit.

<sup>3</sup>Traffic Signals subject to Oakwood's development agreement.

The Description of Segments in this Agreement (PIFA) supercedes the Description of Segments shown in the Public Improvement Plan (PIP).

In the event that Traffic Warrants, according to the City of Aurora code, require an Offsite PIFA Activity earlier than the Trigger Event, then the Activity shall commence earlier than initially contemplated.



**ATTACHMENT 4**  
(Form of Cost Certificate)

**ENGINEER'S CERTIFICATION**

I, \_\_\_\_\_, hereby state as follows:

1. I am an engineer duly qualified to issue a professional opinion regarding the costs of the public improvements described in Attachment A attached hereto (the “**Public Roadway Improvements**”), which have been **constructed** and are proposed to be reimbursed by the [NAME OF DISTRICT] (the “**District**”) pursuant to that certain Public Roadway Improvement Funding Agreement by and among the District, the City of Aurora (“**City**”), and \_\_\_\_\_, dated as of \_\_\_\_\_, 2020 (the “**Agreement**”).

2. I have inspected or otherwise examined the Public Roadway Improvements for compliance with applicable design and construction standards, and have reviewed all supporting invoices and other materials.

3. I found that the Public Roadway Improvements were constructed in accordance with the City’s requirements and substantially in accordance with their design and are fit for their intended purpose.

4. I found the total amount of costs set forth in Attachment A to be associated with the Public Infrastructure, and to be reasonable and consistent with costs of similar Public Infrastructure constructed for similar purposes.

5. I have inspected and otherwise examined the receipts, invoices and/or other evidence of costs of the public improvements for verification of such costs and have verified payment of \$ \_\_\_\_\_ of district eligible costs as more specifically described in Attachment B.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Colorado Professional Engineer License Number and Expiration  
Date \_\_\_\_\_



**ATTACHMENT A**  
**TO ENGINEER'S CERTIFICATION**  
(Public Infrastructure)



**ATTACHMENT B**  
**TO ENGINEER'S CERTIFICATION**  
(Cost Verification)



**ATTACHMENT 5**  
(Insurance Requirements)

General Liability	\$1,000,000 per Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal & Advertising Injury \$2,000,000 Products Completed Operations \$ 100,000 Damage to Rented Premises \$ 5,000 Medical Payments
Auto Liability	\$1,000,000 Combined Single Limit- to include liability for all owned, non-owned and hired autos
Workers Compensation	Statutory Limits
Contractor's Pollution Liability	\$1,000,000 to \$5,000,000
Excess Liability Insurance	\$2,000,000 per Occurrence \$2,000,000 Aggregate



**ATTACHMENT 6**  
(Sample Amendment)

**AMENDMENT TO THE PUBLIC IMPROVEMENT FUNDING AGREEMENT,  
ATTACHMENT 2 & 3**

This AMENDMENT TO THE PUBLIC IMPROVEMENT FUNDING AGREEMENT (this “**Amendment**”), is made and entered into as of \_\_\_\_\_, 2020 (the “**Effective Date**”), between SECOND CREEK RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”), CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation (“**Clayton**”), and the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“**City**”) (individually, a “**Party**,” collectively, the “**Parties**”).

**RECITALS**

A. The District, Clayton, and City are parties to a Public Improvement Funding Agreement dated \_\_\_\_\_ (the “**Public Improvement Funding Agreement**”), with respect to certain Roadway Improvements located in the City of Aurora, County of Adams, State of Colorado, as more particularly described in the Public Improvement Funding Agreement. Unless otherwise indicated, all capitalized terms used herein shall have the meanings assigned to them in the Public Improvement Funding Agreement.

B. The Parties desire to amend the Public Improvement Funding Agreement as set forth in this Amendment.

**AGREEMENT**

In consideration of the foregoing Recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Public Improvement Funding Agreement, is amended as set forth below:

1. Attachment 2 to the Public Improvement Funding Agreement is amended as set forth below:



(Segments, Descriptions, and Trigger Events)

	Segment	Description and Location of Roadway Improvement	Trigger Event
1			
2			
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2. Attachment 3 to the Public Funding Improvement Agreement is amended as set forth below:

GVRE PIFA (Public Improvement Funding Agreement) Reprioritization  
Offsite Roadway Development Costs

DATE:	Group	Activity	Classification	% of Full	Road Section	Unit (LF)	Unit Cost (Full Width) <sup>1</sup>	Unit Cost (Respons. Portion)	Development Costs		Trigger Event <sup>2</sup>
									Lots	Per Lot	
		Roadways							2,217		
	1 Segment A			0%		Unit	\$	-	\$0	\$0	#DNV/01
	2 Segment B			0%		Unit	\$	-	\$0	\$0	#DNV/01
	3 Segment C			0%		Unit	\$	-	\$0	\$0	#DNV/01
	4 Segment D			0%		Unit	\$	-	\$0	\$0	#DNV/01
	5 Segment E			0%		LF	\$	-	\$0	\$0	#DNV/01
	6 Segment F			0%		Unit	\$	-	\$0	\$0	#DNV/01
	7 Segment G			0%		LF	\$	-	\$0	\$0	#DNV/01
	8 Segment H			0%		LF	\$	-	\$0	\$0	#DNV/01
	9 Segment I			0%		Unit	\$	-	\$0	\$0	#DNV/01
	10 Segment J			0%		LF	\$	-	\$0	\$0	#DNV/01
	11 Segment K			0%		Unit	\$	-	\$0	\$0	#DNV/01
	12 Segment L			0%		Unit	\$	-	\$0	\$0	#DNV/01
	13 Segment M			0%		LF	\$	-	\$0	\$0	#DNV/01
	14 Segment N			0%		LF	\$	-	\$0	\$0	#DNV/01
	15 Segment O			0%		Unit	\$	-	\$0	\$0	#DNV/01
	16 Segment P			0%		LF	\$	-	\$0	\$0	#DNV/01
	17 Segment Q			0%		LF	\$	-	\$0	\$0	#DNV/01
	18 Segment R			0%		LF	\$	-	\$0	\$0	#DNV/01
	19 Segment S			0%		Unit	\$	-	\$0	\$0	#DNV/01
	20 Segment T			0%		LF	\$	-	\$0	\$0	#DNV/01
	21 Segment U			0%		Unit	\$	-	\$0	\$0	#DNV/01
	22 Segment V			0%		Unit	\$	-	\$0	\$0	*1,995
	23 Segment W			0%		LF	\$	-	\$0	\$0	*1,995
	<i>SubTotal</i>							-	\$0	\$0	
	<b>Subtotal Development Costs</b>									\$0	



3. Except as expressly modified by this Amendment, all other provisions of the Public Funding Improvement Agreement shall remain in full force and effect

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



The Parties have executed and delivered this Amendment to the Public Improvement Funding Agreement as of the Effective Date.

SECOND CREEK RANCH METROPOLITAN  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

\_\_\_\_\_  
Officer

ATTEST:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



CLAYTON PROPERTIES GROUP II, INC.,  
a Colorado corporation

By: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss:  
CITY & COUNTY OF DENVER        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_ of Clayton Properties Group II, Inc., a Colorado  
corporation.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public



CITY OF AURORA, COLORADO

By: \_\_\_\_\_  
Mike Coffman, Mayor

Attest:

\_\_\_\_\_  
Linda S. Blackstone, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Rulla, Assistant City Attorney

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

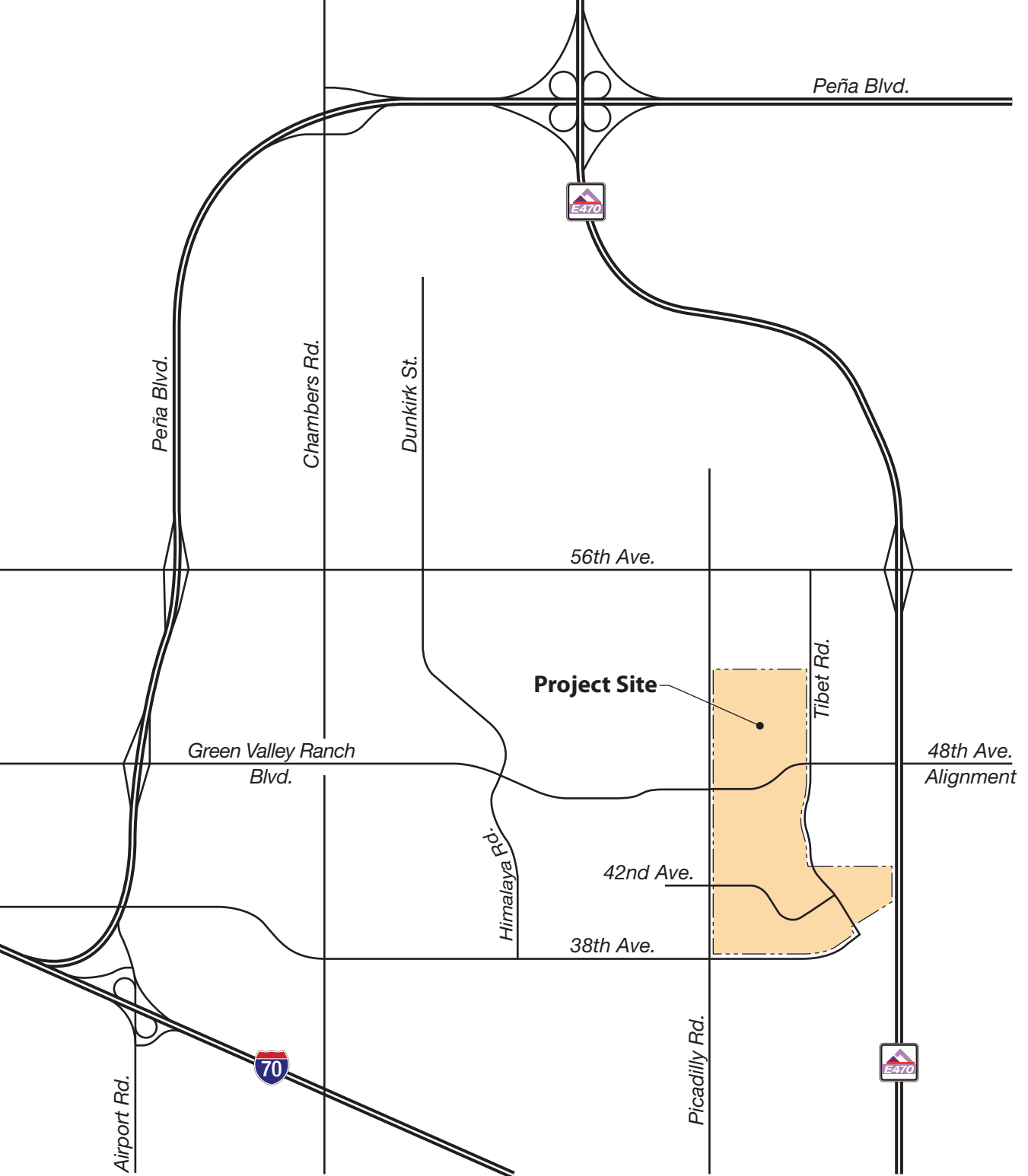
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

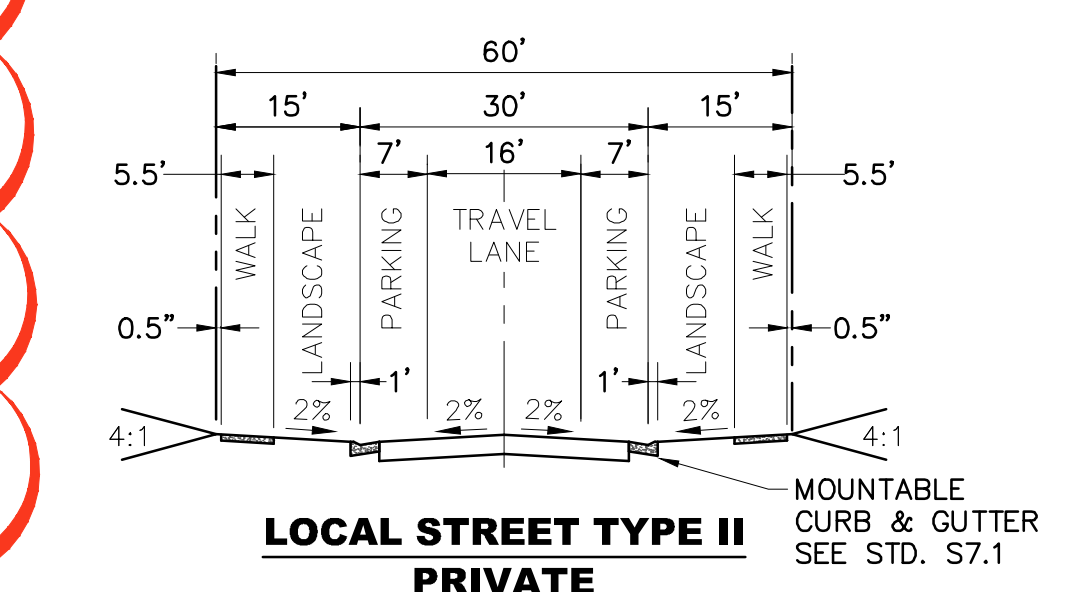
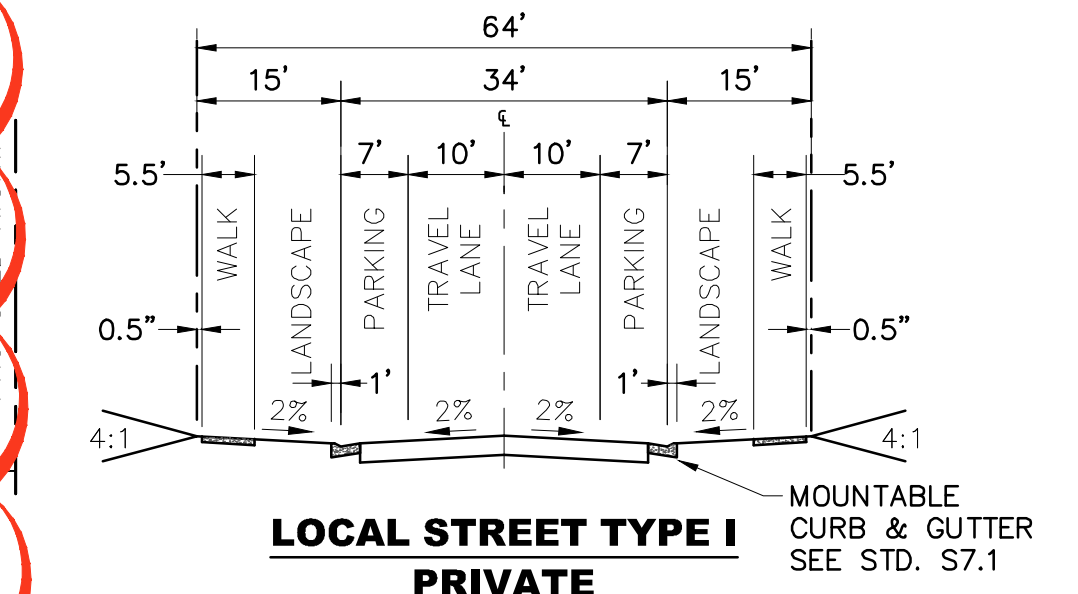
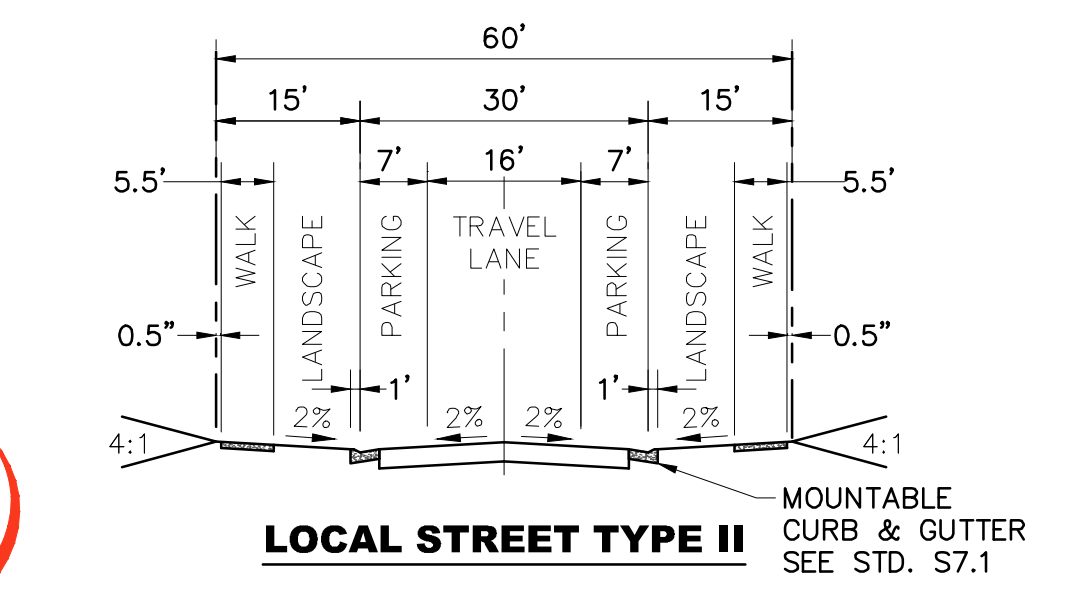
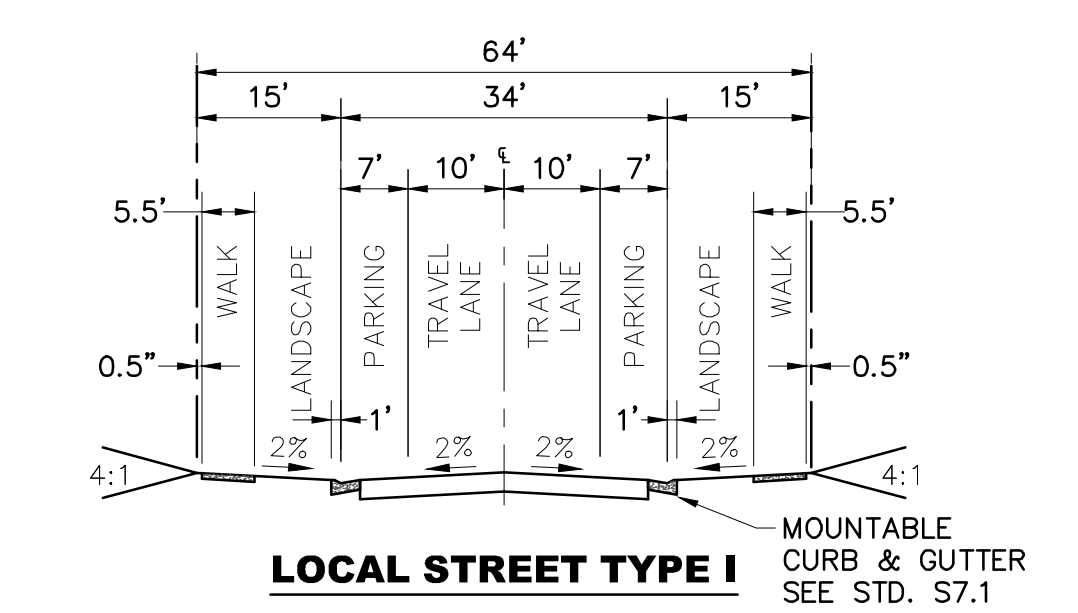
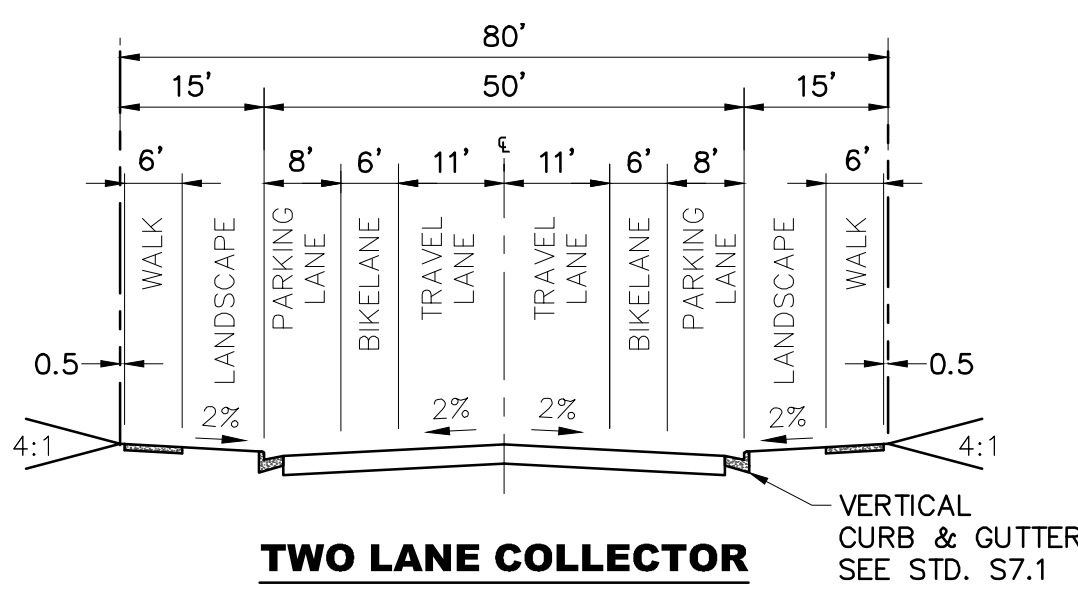
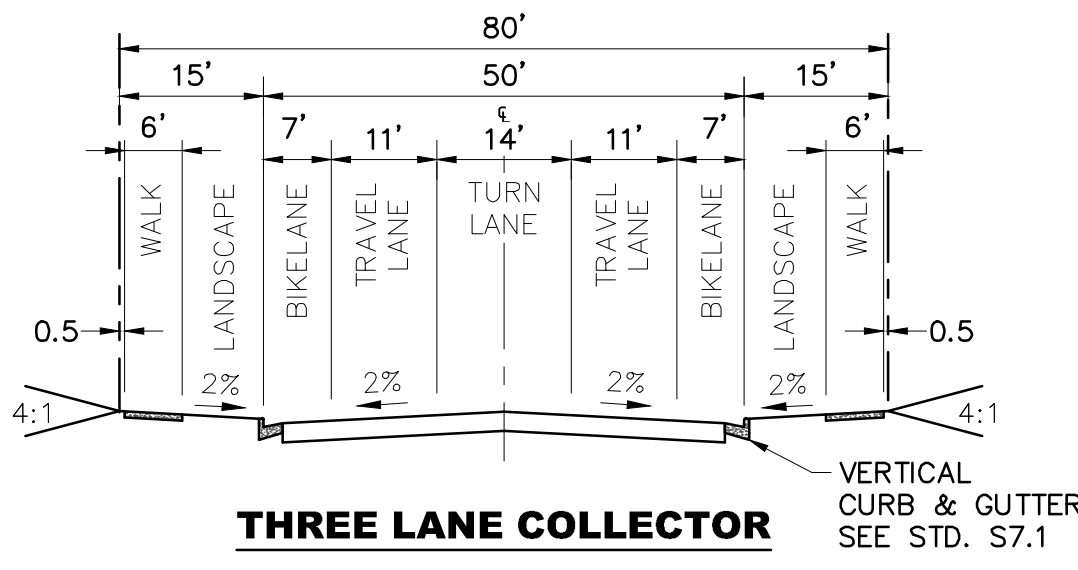
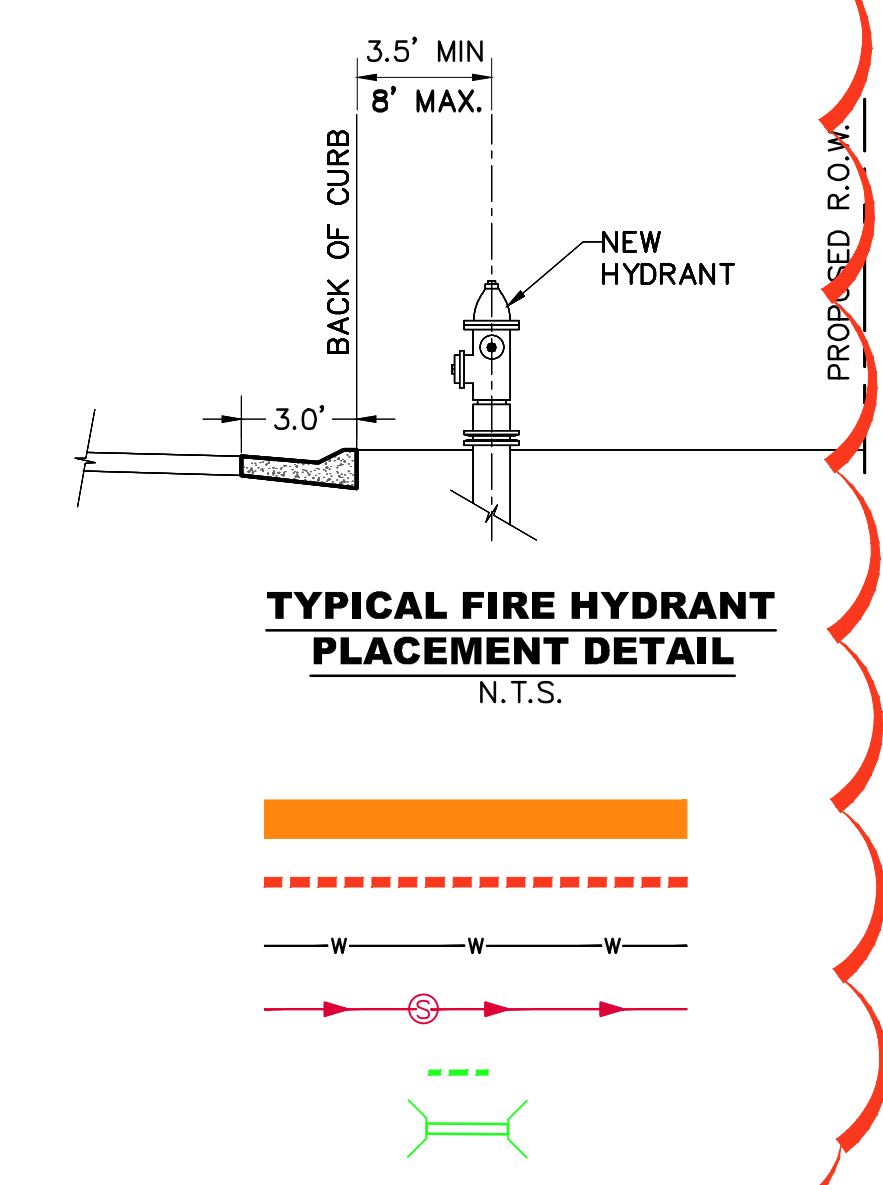
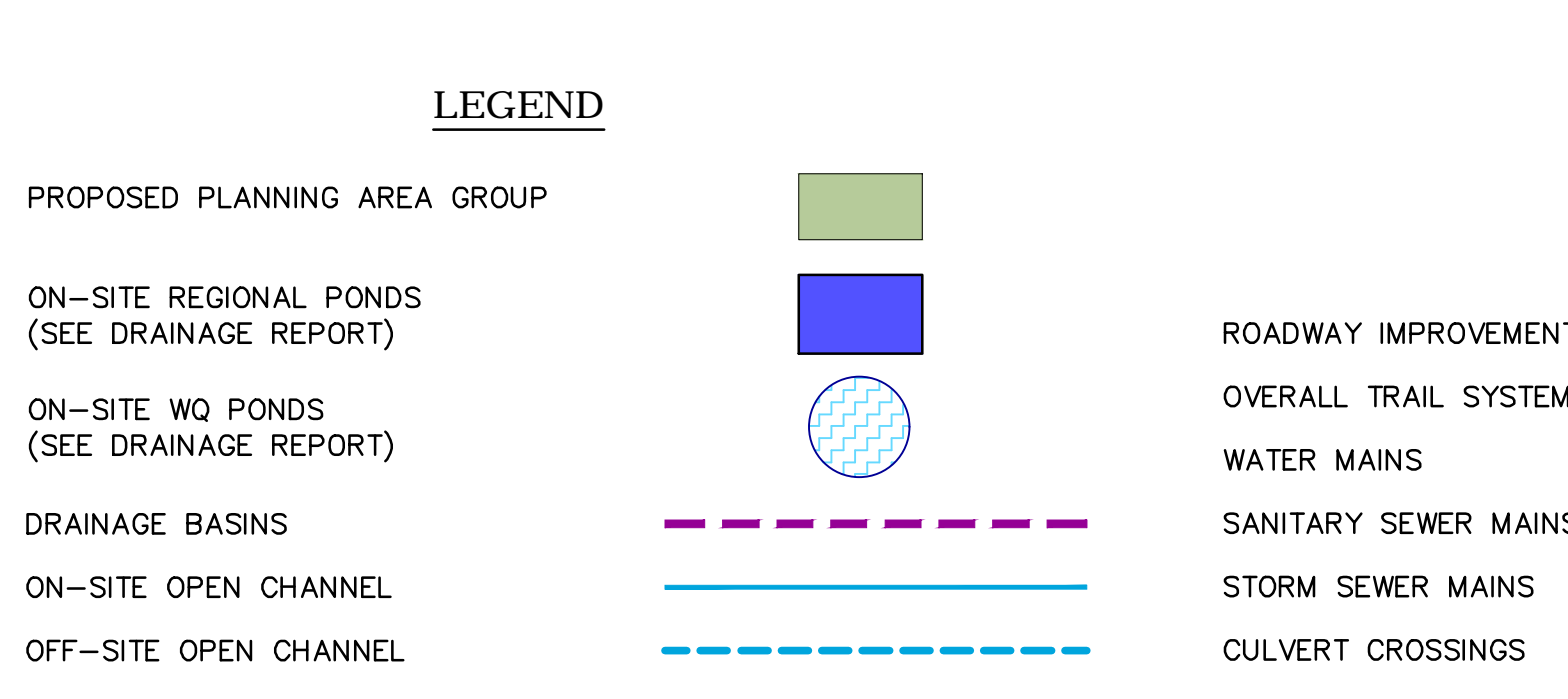
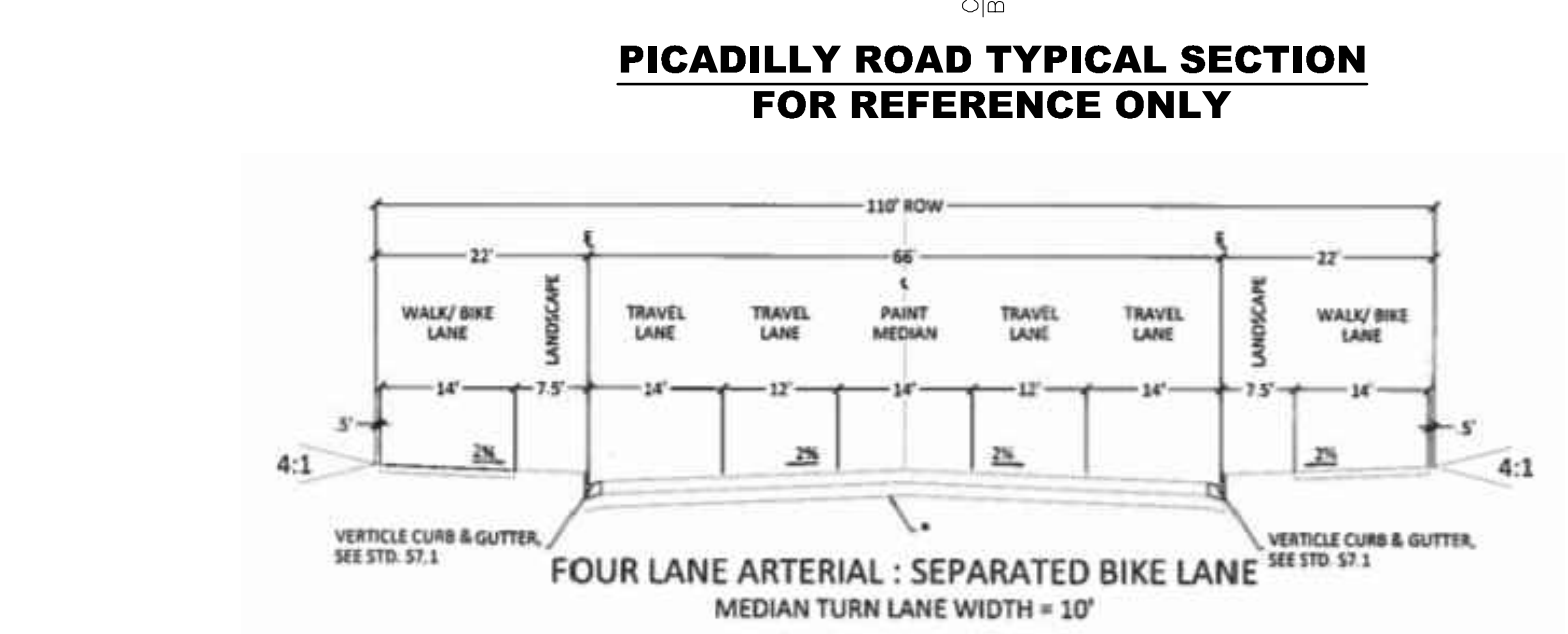
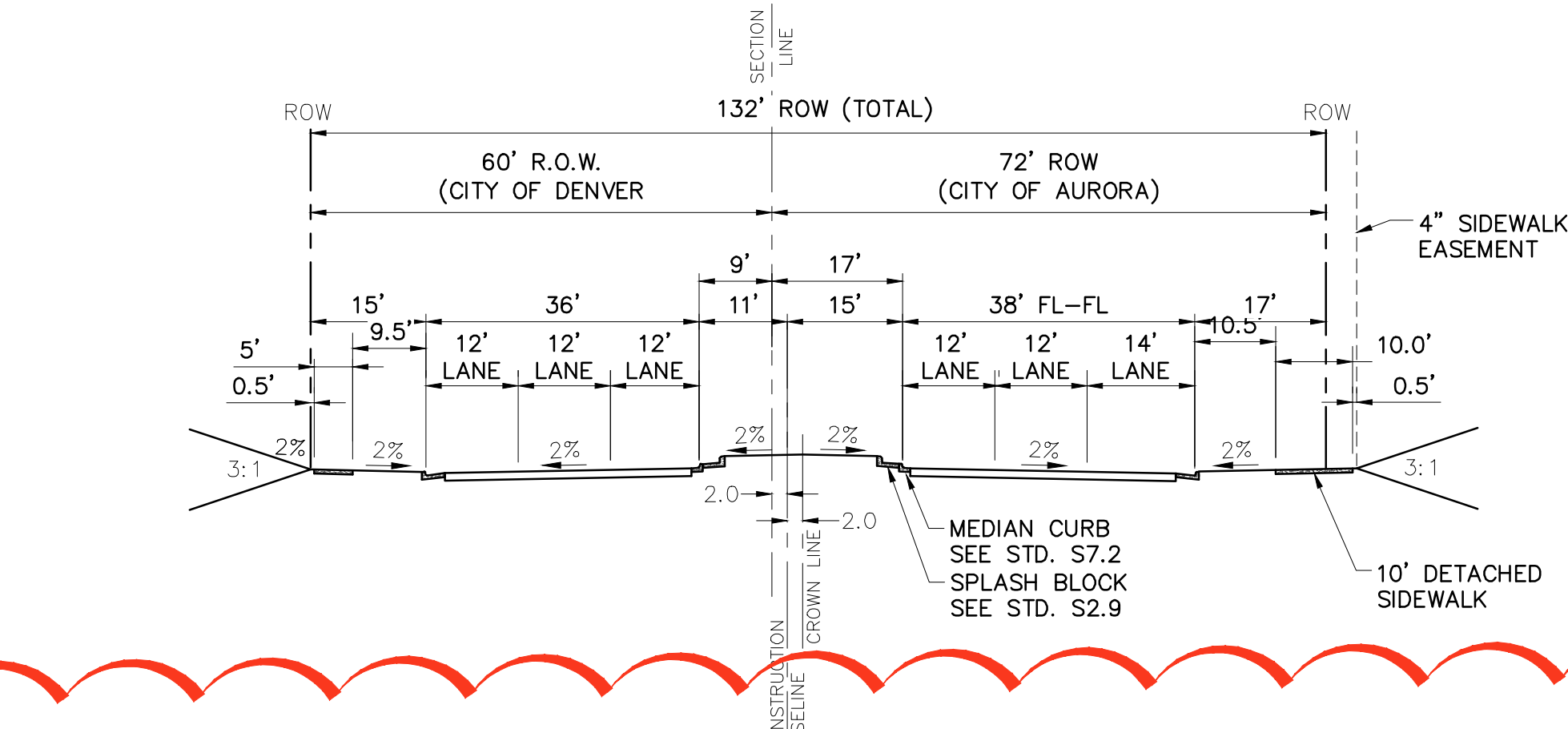
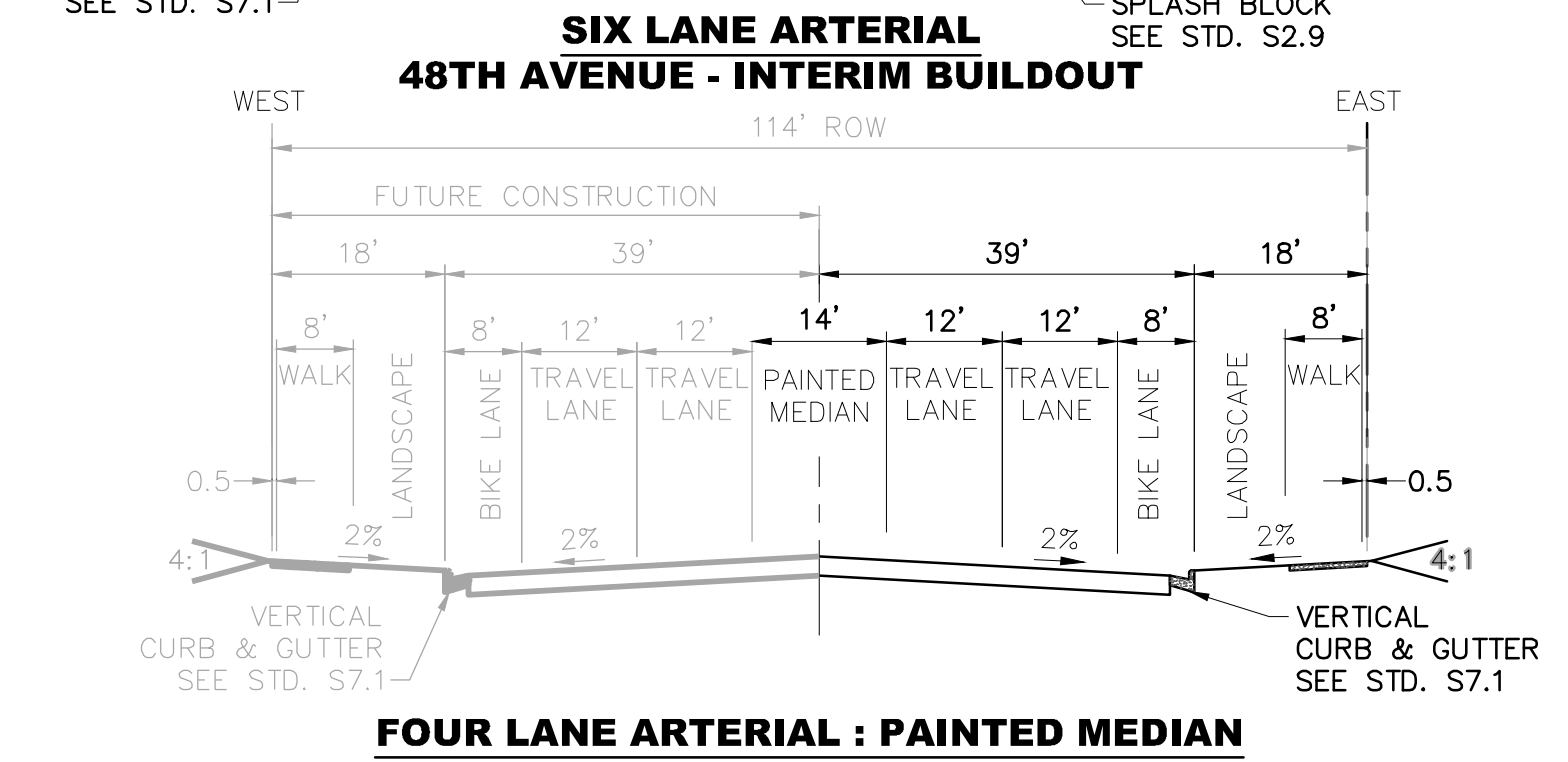
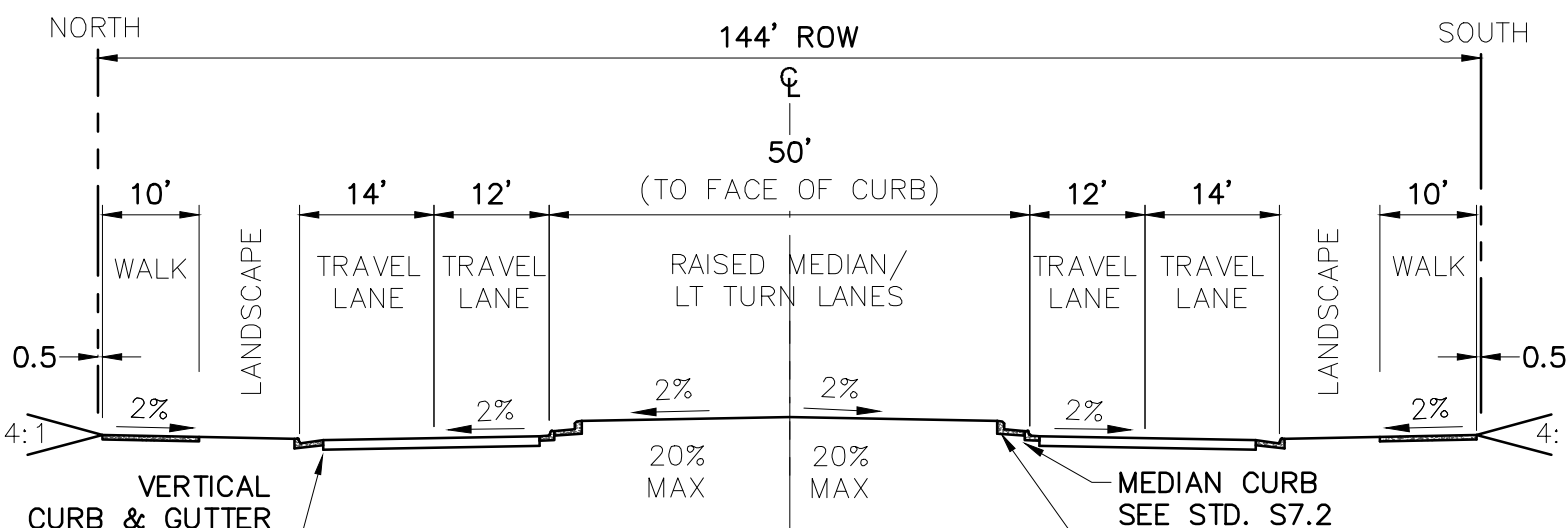
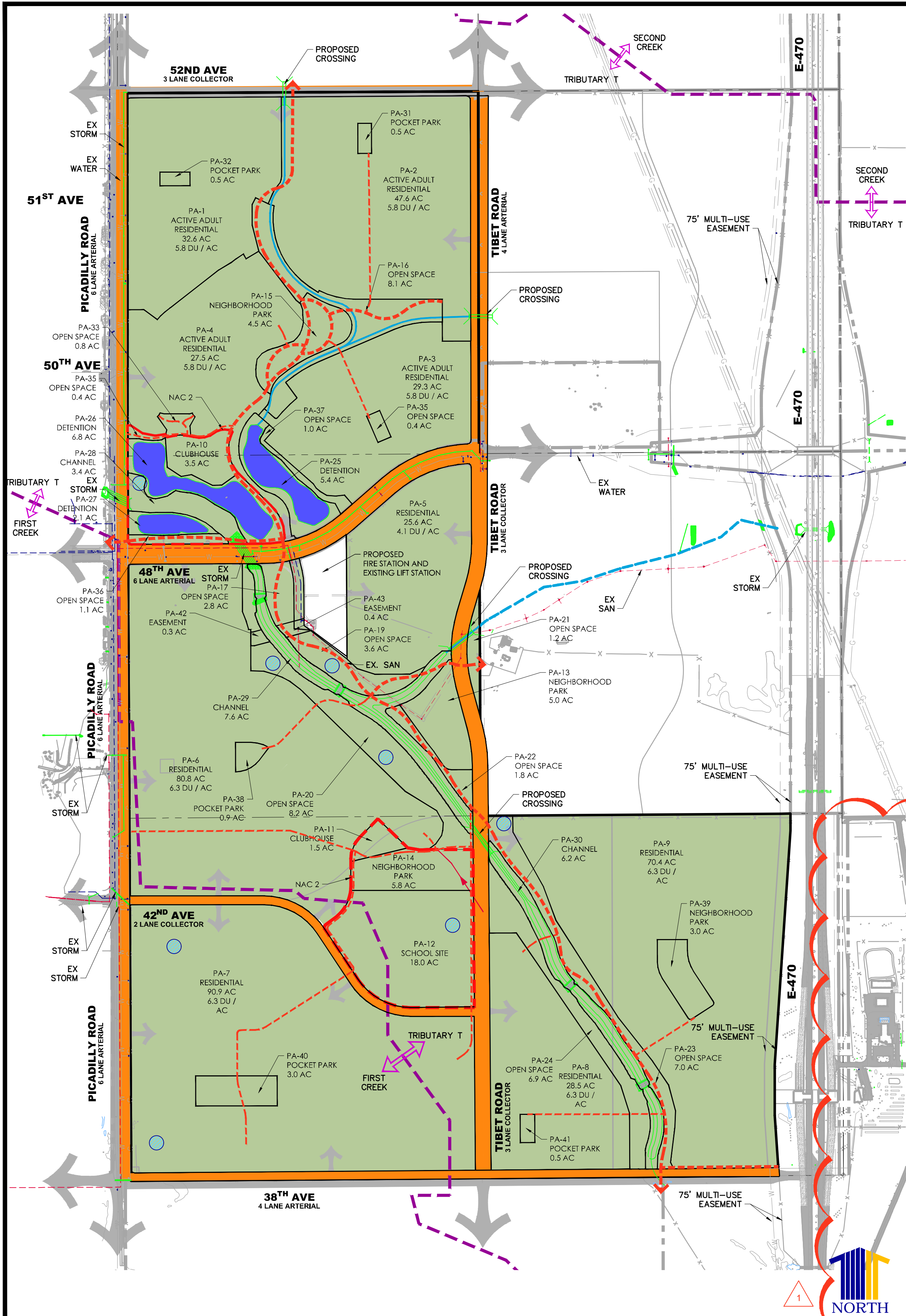
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Notary Public







PATH: P:\OAKWOOD\GVRE\DD\CADD\CIVIL\00 FRAMEWORK DEVELOPMENT PLAN X-PIP EXHIBITS-0A.DWG  
PLOT BY: ERIC GALLEGOS PLOT DATE: 8/7/2020 4:41 PM  
XREFS: GVR EXHIBITS-0A.DWG, GVR EXHIBITS-0B.DWG, GVR EXHIBITS-0C.DWG, GVR EXHIBITS-0D.DWG, GVR EXHIBITS-0E.DWG, GVR EXHIBITS-0F.DWG, GVR EXHIBITS-0G.DWG, GVR EXHIBITS-0H.DWG, GVR EXHIBITS-0I.DWG, GVR EXHIBITS-0J.DWG, GVR EXHIBITS-0K.DWG, GVR EXHIBITS-0L.DWG, GVR EXHIBITS-0M.DWG, GVR EXHIBITS-0N.DWG, GVR EXHIBITS-0O.DWG, GVR EXHIBITS-0P.DWG, GVR EXHIBITS-0Q.DWG, GVR EXHIBITS-0R.DWG, GVR EXHIBITS-0S.DWG, GVR EXHIBITS-0T.DWG, GVR EXHIBITS-0U.DWG, GVR EXHIBITS-0V.DWG, GVR EXHIBITS-0W.DWG, GVR EXHIBITS-0X.DWG, GVR EXHIBITS-0Y.DWG, GVR EXHIBITS-0Z.DWG



DATE	REVISION DESCRIPTION	Drawn: NEDD X-PIP EXHIBITS-0A.DWG Checked: GVR DD City of Aurora	1 inch = 500 ft. Horizontal	Calibre Civil Engineering, Inc. 9090 South Ridgeline Boulevard, Suite 105 Highland Ranch, CO 80129 303.730-0434 Civil Engineering	GREEN VALLEY - AMENDMENT 1 PUBLIC IMPROVEMENT PLANS FINAL BUILD OUT	Sheet OA 1 of 7 DATE DECEMBER 20, 2017
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**GREEN VALLEY RANCH EAST (GVRE) INFRASTRUCTURE FUNDING AGREEMENT**

Summary of Issue and Discussion

Victor Rachael, Deputy Director Public Works Engineering gave a brief presentation on the agreement.

Staff has been conducting meetings with a team of developers, and their attorneys to discuss possible alternatives for the financing of transportation infrastructure. Council approved an agreement to establish the South Aurora Regional Improvement Authority to address infrastructure considered regional/sub-regional serving a large area of the city. The discussions with this team have included alternatives for funding infrastructure, including local infrastructure necessary to serve individual developments.

Current city policy requires transportation improvements to be completed prior to issuance of Certificate of Occupancy for adjacent development. This is a reasonable approach in many situations, such as for a single lot commercial or smaller residential development. However, when applied to a large master planned residential or mixed-use project, it may cause an undue financial burden for the developer or metro district as the infrastructure is constructed in advance of actual need and taxpayers to support the costs.

There is agreement that the obligation for infrastructure should remain a requirement of adjacency. However, an acceptable alternative approach to address the concerns raised is to identify triggers within the Public Improvement Plan of the master planned development. The triggers can be based on specific traffic impacts as the development is built out and the identification of when the infrastructure is actually needed, not by adjacency alone. This would also take into account phasing of lanes for some of the larger roads that may not be required of a development until full build-out. In order to assure funds are available for construction of the necessary infrastructure when the triggers are met, it has been determined that there must also be a financing plan documenting the reservation of funds for the individual improvements as part of the Public Improvement Plan approved by the city.

This same model was approved for the Adonea Residential development by the M&F Committee in August 2017 and City Council in December 2017.

The Green Valley Ranch East (GVRE) Infrastructure Funding Agreement utilizes the previously approved agreement for Adonea as the model. The GVRE project is located north of 38<sup>th</sup> Avenue and east of Picadilly. Design plans were approved in late 2019 and construction began on this project in early 2020. Demand for residential units remains strong and construction continues to advance. Clayton Properties Group II, Inc. (formerly Oakwood Homes) has plans for additional phases/filings within this development that are currently under review by the city and Clayton expects to begin construction soon in those areas.

The agreement is between the City, the Second Creek Metro District and Clayton Properties Group. The agreement ensures that the appropriate funding will be available at the time the required public improvements will need to be constructed by establishing an impact fee to be collected by the metro district from the builder at the time of building permit for each lot. The calculation of the impact fee is based on cost estimates of the actual public improvement work to be completed within each segment divided by the number of lots. The monies collected will be



deposited into an escrow account managed by the metro district, but available to the city if the developer/builder were to not perform in completing the public improvements as required.

CM Marcano noted the impact fee cost is based on strictly by dividing the number of lots and he asked if there will be a difference in lot sizes and also has it been considered to adjust the formula, so that it's based on lot size which is a pretty good predictor for future cost of a home, so that its spread more equitably than strictly equally. V. Rachael replied this agreement was mirrored after the Adonea agreement which did not have adjustment for lot size. The northern part under current development of GVRE is a retirement community and the vast majority are single family homes but to your point the lot sizes do vary and it hasn't been taken into consideration but it's something certainly we're willing to discuss with the developer to see if that can be accommodated.

CM Marcano stated if my colleagues are alright with that, I liked to see if that's a conversation you could have with the developer.

CM Gruber said I have a bit of an issue with that. What we're talking about is a transportation fee and once we are applying different amounts of money for different lot sizes it goes from a fee to a tax. I think we need to be careful to make sure that the fees apply equally and not distributed based on any type of economic analysis or any other type of economic situation. Otherwise like I said it will turn into a tax so my recommendation would be not to do that, and we move forward with the way it is.

CM Gardner said I was actually going to ask the same question regarding a fee being charged differently for different homes. Is there a Tabor issue? And does it turn into a tax? Hans can you answer that? Or maybe that's something to study in the future, but I did have the same concern.

H. Hernandez replied, we have to be very careful with fees as necessary for a service that has been provided. There were several cases in the City of Fort Collins. Fort Collins was allowed a little bit of a leeway when they said we'll have more property that faces the front of the road however you will need to pay a bit more because you use more of the road. But that was as far as they were authorizing the city to go because you're correct if you go beyond that it becomes a tax and it's based on something different. So if need be, we can take a look at the question but overall you're correct. Fees have to be set based on the impact or the service to be provided and if you change it instead of looking at older economic consideration it could be challenged as a tax and we don't want that.

CM Marcano stated I would like to get a clearer direction as far as how we could potentially go. H. Hernandez replied I do have a memorandum with fees that I can send to you CM Marcano but the overall answer to your question will probably be no, because fees are very particular and they don't want us to think of using them because they turn into taxes and then it becomes subject to a challenge. However, let me send you the Memorandum and if you have further questions from there, I then can address them.



Outcome

The Committee recommended this item be moved forward to Study Session.

Follow-up Action

Staff will forward this to Study Session, September 14, 2020

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## City of Aurora Council Agenda Commentary

Item #: 10b  
 SS: 9/14/20  
 1st: \_\_\_\_\_  
 2nd: \_\_\_\_\_

<b>Item Title:</b> Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, adopting a policy regarding the use of available funds
<b>Item Initiator:</b> Hays, Greg - Budget Officer - Finance
<b>Staff Source:</b> Hays, Greg - Budget Officer - Finance
<b>City Manager/Deputy City Manager Signature:</b> James Twombly
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong City

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

- ☐ Approve Item as proposed at Study Session
 ☐ Approve Item with Waiver of Reconsideration  
☒ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting
 ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

#### Policy Committee

Name: Management and Finance Policy Committee

Meeting Date: 07/28/2020

Actions Taken: ☒ Recommends ☐ Do Not Recommend

- ☒ Minutes Attached  
☐ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

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

The city has had financial policies regarding the use of funds available for many years. They have been recently updated in response to the COVID financial crisis. The primary change is specifying an optimal time of repayment should the 10% Policy Reserve be used, set at two fiscal years.

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

Fund balances and reserves should be maintained where appropriate for good financial management to provide for cash flow requirements, emergencies, unexpected needs, and revenue variations. For the General Fund, three types of reserves are maintained: TABOR Reserves, Policy Reserves, and Operating Reserves. These vary in terms of usability given the nature of the need. The details behind each are discussed in the attached document. The primary change is specifying an optimal time of repayment should the 10% Policy Reserve be used, set at two fiscal years.



**QUESTIONS FOR COUNCIL**

Shall this resolution be forwarded to a formal Council meeting?

**LEGAL COMMENTS**

The city manager shall be responsible to the council for the proper administration of all affairs of the city placed in his charge, and to that end he shall have the power and duty to keep the council advised of the financial condition and future needs of the city and make such recommendations to the council for adoption as he may deem necessary or expedient. City Charter § 7-4(f). (Hernandez)

**PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☐ Yes ☒ No

No

**PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable ☐ Significant ☐ Nominal

N/A

**EXHIBITS ATTACHED:**

2020-Expenditure Resolution.pdf

MF Minutes Financial Polices Regarding Use of Funds Available.pdf

Policies regarding use of funds available (2020 GH version).doc



RESOLUTION NO. R2020-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,  
COLORADO, ADOPTING A POLICY REGARDING THE USE OF  
AVAILABLE FUNDS

WHEREAS, the City of Aurora, Colorado, (the “City”), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution and as such the City has authority to legislate and regulate its local affairs; and

WHEREAS, it is the role of the City Council of the City to establish policies regarding the operation of the City; and

WHEREAS, the Director of Finance and the Council Management and Finance Committee reviewed the proposed “Financial Policy for the use of Funds Available” (the “Policy”), and they have recommended the adoption of the Policy attached to this resolution; and

WHEREAS, the City Council finds and determines that it is in the best interests of the City and its citizens to adopt the Policy for the City for these purposes.

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

Section 1. The City “Financial Policy for the use of Funds Available” is hereby adopted in substantially the form filed with the City Clerk and attached to this resolution as Exhibit A, presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 2. All resolutions or parts of resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

Section 3. Any reconsideration of this Resolution by the City Council of the City is hereby waived.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor



ATTEST:

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SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Hanosky Hernandez', written over a horizontal line.

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HANOSKY HERNANDEZ,  
Assistant City Attorney



## **FINANCIAL POLICIES REGARDING THE USE OF FUNDS AVAILABLE**

### **Level and Use of Funds Available**

#### **Background**

All organizations should maintain financial reserves or “rainy day funds.” However, maintenance of excessive reserves precludes their use to meet an organization’s needs. A policy as to the amount of reserves to be maintained, the purposes for which their use is allowed, and how the reserves are restored after use is an important component of good fiscal practice for any organization.

#### **Policy:**

Fund balances and reserves should be maintained where appropriate for good financial management to provide for cash flow requirements, emergencies, unexpected needs, and revenue variations. For the General Fund, three types of reserves are maintained: TABOR Reserves, Policy Reserves, and Operating Reserves. These vary in terms of usability given the nature of the need. The details behind each are discussed below:

#### **TABOR Reserve**

- The TABOR Reserve is named after the Taxpayer Bill Of Rights passed by a vote of the people in 1992 and is the most restrictive as to its use. It is intended to be used only in extremely rare circumstances resulting from major emergencies. Examples of a major emergency may include a tornado requiring extensive additional city operational or capital costs, a protracted health, civilian, or military crisis requiring extensive operational or capital costs. The funds are not intended to be used to adjust for revenue variances due to the normal variances in the economy.
- Funds Available for the TABOR Reserve Fund is considered “Restricted”. Restricted fund balances (governmental funds) are only those where the funds have restrictions on their use as determined by contractual or legal requirements, usually set by an outside party such as the state, the federal government or a grantor. The TABOR reserve is defined by the State Constitution and is to be maintained and the amount adjusted annually in accordance with the Constitution.
- The TABOR reserve may be borrowed as long as there is a high assurance of repayment. Any borrowing should take into account the potential impact on the City’s bond rating. The borrowing should be for one-time uses.
- Any spending of the TABOR reserve must be restored by the end of the following fiscal year. When the TABOR Reserve Fund is used, specific budgetary plans should be formally made for quickly restoring them. To help protect the City’s financial future and to maintain a high level of financial creditability, every effort should be made to follow the plan.
- Assets may replace cash as the TABOR Reserve on an ongoing basis. This replacement should take into account the potential impact on the City’s bond rating. In addition, once the cash is replaced with an asset, its liquidity will be lessened, which affects its use as a “rainy-day” fund.



### Policy Reserve

- The 10% Policy Reserve was created by City Council in 1999 and can only be used by vote of City Council. It is intended to be used only in extremely rare circumstances resulting from major emergencies for one-time uses. Examples of a major emergency may include a natural disaster such as a tornado requiring extensive additional city operational or capital costs, a protracted health, civilian, or military crisis requiring extensive operational or capital costs. The funds are not intended to be used to adjust for revenue variances due to the normal variances in the economy.
- Funds Available for the Policy Reserve is considered “Committed”. Committed fund balances are those that have been set aside for a specific purpose by ordinance or resolution of Council and that purpose can only be changed by ordinance or resolution.
- The 10% Policy Reserve is to be maintained and adjusted annually to an amount equal to no less than 10% of the adjusted budgetary operating expenditures of the General Fund. Adjusted budgetary operating expenditures are all expenditures, less expenditures related to pass-through revenue, including the .25% public safety-related revenue, the transfer to the Capital Projects fund, and incentive-related expenditures.
- When the Policy Reserve Fund is used, specific budgetary plans should be formally made for quickly restoring them. At the time the funds are used, a restoration schedule should be agreed upon, optimally within two fiscal years. To help protect the City’s financial future and to maintain a high level of financial creditability, every effort should be made to follow the plan. In addition, any use of the Policy Reserve Fund and repayment plan should take into account the potential impact on the City’s bond rating.

### Operating Reserve

- The Operating Reserve was created by City management and is the least restrictive in its use.
- Funds Available for the Operating Reserve is considered “Assigned”. Assigned fund balances are those that have been designated for a purpose by informal action of Council (no ordinance or resolution) or by City Manager or Finance Director as long as Council has been advised of any assignment through either the budget process or some other process. The assignment may be changed through the same mechanism.
- Operating reserves have a minimum target of 1% to 3% of annual budgetary revenues. These are intended to be usable in limited circumstances.
- The purpose of the General Fund Operating Reserve is to provide a source of additional funds in cases where Council determines such use is appropriate and necessary. Use of these funds should be for one-time uses (as defined by that policy) and may include paying for unexpected revenue shortfalls in a year, unexpected expenses, including emergencies, and offsetting potential budget cuts as deemed appropriate and necessary by Council. These reserves are also to assist with meeting financial bond rating agency total reserve requirements.
- When feasible, these reserves should be maintained at a minimum level of approximately 3% of General Fund budgeted revenues.



- In some cases, important one-time expenditure needs or revenue variations during a year may make it prudent to draw down the Operating Reserves to a level below 3%; this is not a violation of this policy which provides for a 1% to 3% range.
- When the operating reserve is less than 3%, future budgetary actions should be taken as soon as feasible to restore the operating reserves to the minimum of 3%. Unless Council has determined otherwise through the budget, a supplemental or other action, the operating reserve should normally be automatically restored to up to the 3% level to the extent any undesignated fund available is available at year end.
- Maintenance of an Operating Reserve of less than 1% is not considered financially prudent and should be avoided.
- When Operating Reserves are used, they should be restored as quickly as feasible, usually from any one-time monies that become available in any budget year. Any use of the Operating Reserves and repayment plan should take into account the potential impact on the City's bond rating.



## **FINANCIAL POLICIES REGARDING USE OF FUNDS AVAILABLE**

Greg Hays, Budget Officer stated the city has had financial policies regarding the use of funds available for many years. They have been recently updated in response to the COVID financial crisis.

Fund balances and reserves should be maintained where appropriate for good financial management to provide for cash flow requirements, emergencies, unexpected needs, and revenue variations. For the General Fund, three types of reserves are maintained: TABOR Reserves, Policy Reserves, and Operating Reserves. These vary in terms of usability given the nature of the need.

### **TABOR Reserve**

- The TABOR Reserve is named after the Taxpayer Bill of Rights passed by a vote of the people in 1992 and is the most restrictive as to its use. It is intended to be used only in extremely rare circumstances resulting from major emergencies. Examples of a major emergency may include a tornado requiring extensive additional city operational or capital costs, a protracted health, civilian, or military crisis requiring extensive operational or capital costs. The funds are not intended to be used to adjust for revenue variances due to the normal variances in the economy.
- Funds Available for the TABOR Reserve Fund is considered “Restricted”. Restricted fund balances (governmental funds) are only those where the funds have restrictions on their use as determined by contractual or legal requirements, usually set by an outside party such as the state, the federal government or a grantor. The TABOR reserve is defined by the State Constitution and is to be maintained and the amount adjusted annually in accordance with the Constitution.
- The TABOR reserve may be borrowed as long as there is a high assurance of repayment. Any borrowing should take into account the potential impact on the City’s bond rating. The borrowing should be for one-time uses.
- Any spending of the TABOR reserve must be restored by the end of the following fiscal year. When the TABOR Reserve Fund is used, specific budgetary plans should be formally made for quickly restoring them. To help protect the City’s financial future and to maintain a high level of financial creditability, every effort should be made to follow the plan.
- Assets may replace cash as the TABOR Reserve on an ongoing basis. This replacement should take into account the potential impact on the City’s bond rating. In addition, once the cash is replaced with an asset, its liquidity will be lessened, which affects its use as a “rainy-day” fund.

### **Policy Reserve**

- The 10% Policy Reserve was created by City Council in XXXX and can only be used by vote of City Council. It is intended to be used only in extremely rare circumstances resulting from major emergencies for one-time uses. Examples of a major emergency may include a natural disaster such as a tornado requiring extensive additional city operational or capital costs, a protracted health, civilian, or military crisis requiring extensive operational or capital costs. The funds are not intended to be used to adjust for revenue variances due to the normal variances in the economy.



- Funds Available for the Policy Reserve is considered “Committed”. Committed fund balances are those that have been set aside for a specific purpose by ordinance or resolution of Council and that purpose can only be changed by ordinance or resolution.
- The 10% Policy Reserve is to be maintained and adjusted annually to an amount equal to no less than 10% of the adjusted budgetary operating expenditures of the General Fund. Adjusted budgetary operating expenditures are all expenditures, less expenditures related to pass-through revenue, including 2/1,000-related revenue, the transfer to the Capital Projects fund, and incentive-related expenditures.
- When the Policy Reserve Fund is used, specific budgetary plans should be formally made for quickly restoring them. At the time the funds are used, a restoration schedule should be agreed upon, optimally within two fiscal years. To help protect the City’s financial future and to maintain a high level of financial creditability, every effort should be made to follow the plan. In addition, any use of the Policy Reserve Fund and repayment plan should take into account the potential impact on the City’s bond rating.

### **Operating Reserve**

- The Operating Reserve was created by City management and is the least restrictive in its use.
- Funds Available for the Operating Reserve is considered “Assigned”. Assigned fund balances are those that have been designated for a purpose by informal action of Council (no ordinance or resolution) or by City Manager or Finance Director as long as Council has been advised of any assignment through either the budget process or some other process. The assignment may be changed through the same mechanism.
- Operating reserves have a minimum target of 1% to 3% of annual budgetary revenues. These are intended to be usable in limited circumstances.
- The purpose of the General Fund Operating Reserve is to provide a source of additional funds in cases where Council determines such use is appropriate and necessary. Use of these funds should be for one-time uses (as defined by that policy) and may include paying for unexpected revenue shortfalls in a year, unexpected expenses, including emergencies, and offsetting potential budget cuts as deemed appropriate and necessary by Council. These reserves are also to assist with meeting financial bond rating agency total reserve requirements.
- When feasible, these reserves should be maintained at a minimum level of approximately 3% of General Fund budgeted revenues.
- In some cases, important one-time expenditure needs or revenue variations during a year may make it prudent to draw down the Operating Reserves to a level below 3%; this is not a violation of this policy which provides for a 1% to 3% range.



- When the operating reserve is less than 3%, future budgetary actions should be taken as soon as feasible to restore the operating reserves to the minimum of 3%. Unless Council has determined otherwise through the budget, a supplemental or other action, the operating reserve should normally be automatically restored to up to the 3% level to the extent any undesignated fund available is available at year end.
- Maintenance of an Operating Reserve of less than 1% is not considered financially prudent and should be avoided.
- When Operating Reserves are used, they should be restored as quickly as feasible, usually from any one-time monies that become available in any budget year. Any use of the Operating Reserves and repayment plan should consider the potential impact on the City's bond rating.

CM Gruber stated so the most important point you made is when we have to repay. So, since we're looking at a \$30 million deficit along with a \$25 million deficit and if we took out money this year to deal with the \$25 million then based on projections, we will not have the money to pay it back next year. So, we wouldn't be able to execute our policy.

G Hays said I would say you have to make a plan within the next two fiscal years to put the money back. Maybe you save cuts for short term and you make them in the future.

T. Velasquez added Greg was part of our recent rating discussion with Fitch and he talked about this policy and about how we would utilize reserved funds. Greg also talked about the 2020 Budget cuts and our financial plan as a whole. Which I want to thank Greg being able to walk through all that with all of you to get your support as well as our city management leadership that has made a difference and Fitch reaffirmed our credit rating. Fitch has rated some of our COPs and kept our rating the same which speaks volume in this climate and this environment that we're able to retain that rating. So, thanks to Greg and thanks to you all.

CM Gruber said Terri thanks to you all. The fact that the Fitch and Moody's the ratings that we have are so important for the overall financial well-being of the city. So good job to all.

G. Hays stated I have one clarification regarding this item. In the Commentary for questions only, I did put this item as informational only, however after talking with Nancy Wishmeyer she stated that I should bring this forward to Council for approval as a resolution and ordinance.

CM Gruber responded that would be good. Matter of fact having it as an ordinance will make that against more importantly when it comes to the rating agencies. Then it requires another ordinance to change it.

#### Outcome

The Committee recommended this item be forward for full Council approval.

#### Follow-up Action

Staff will forward to General Session.





## City of Aurora Council Agenda Commentary

Item #: 10c  
 SS: 9/21/20  
 1st: \_\_\_\_\_  
 2nd: \_\_\_\_\_

**Item Title:**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City and Second Creek Ranch Metropolitan District regarding the maintenance of landscaped property in 48th Avenue between Picadilly Road and Tibet Road

**Item Initiator:** Bish, Curtis - Planning Supervisor - Parks, Recreation & Open Space

**Staff Source:** Bish, Curtis - Planning Supervisor - Parks, Recreation & Open Space

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 1.2--Develop neighborhood and community relationships

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration
- ☒ Approve Item and Move Forward to Regular Meeting
- ☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

**Policy Committee**

Name: Parks, Foundations, Quality of Life Policy Committee

Meeting Date: 07/23/2020

☒ Minutes Attached

☐ Minutes Not Available

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

☐ Forwarded without Recommendation

☐ Recommendation Report Attached

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

This item was presented to the Parks, Foundations and Quality of Life Policy Committee on July 23, 2020 and approved to forward to Council Study Session.

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

Maintenance and irrigation for landscaped medians located within the rights-of-way of major arterial streets within the City of Aurora generally fall within the purview of Parks, Recreation and Open Space Department (PROS) staff. Developers of subdivisions adjacent to subject medians may request a deviation from this standard when there is a desire to depart from PROS' median design standards. Deviation from PROS' standards requires the developer to assume responsibility of all landscaped



median maintenance and irrigation. An intergovernmental agreement is necessary to formalize all responsibilities.

The proposed resolution authorizes the execution of an intergovernmental agreement between the CITY OF AURORA and SECOND CREEK RANCH METROPOLITAN DISTRICT whereas the District shall provide maintenance services and irrigation for landscaped medians in the 48th Avenue right-of-way between Picadilly Road and Tibet Road. The District's specific obligations include, but are not limited to, mowing, watering, fertilizing, aeration of vegetation, replacement of dead/dying vegetation, and maintenance of all landscaped areas. The District shall agree to fund the obligations of the agreement in the future unless the agreement is terminated as permitted.

### **QUESTIONS FOR COUNCIL**

Does Council wish to forward the IGA with Second Creek Ranch Metropolitan District to full City Council for approval?

### **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. §29-1-203(1)). City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12) (Garcia)

### **PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☐ Yes ☒ No

no

### **PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

### **EXHIBITS ATTACHED:**

2020 9-14 Study Session - IGA with SCRMD.pdf

7-23-20 PFQL Minutes DRAFT - IGA excerpt.pdf

Final IGA - SCRMD 48th Ave Median.pdf

R2020 - 48th Ave Median Maintenance (SecondCreekMetroDist).pdf



RESOLUTION NO. R2020 – \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
AURORA AND SECOND CREEK RANCH METROPOLITAN DISTRICT REGARDING  
THE MAINTENANCE OF LANDSCAPED PROPERTY IN 48<sup>TH</sup> AVENUE BETWEEN  
PICADILLY ROAD AND TIBET ROAD

WHEREAS, the City of Aurora, Colorado (“City”), accepted dedication of approximately 91,900 square feet of real property located within the landscaped medians of 48<sup>th</sup> Avenue right-of-way, between Picadilly Road and Tibet Road, which were constructed on behalf of the Second Creek Ranch Metropolitan District (“District”) pursuant to its Consolidated First Amended and Restated Service Plan, as more particularly described in the map attached hereto as Exhibit A (the “Subject Property”); and

WHEREAS, a condition of the City’s acceptance of the Subject Property along 48<sup>th</sup> Avenue right-of-way between Picadilly Road and Tibet Road was that the District retain the obligation to maintain and irrigate the Subject Property; and

WHEREAS, the Parties wish to have the District, as a legal entity responsible for providing limited maintenance services to the City and within the District’s boundaries, maintain and operate the Subject Property along 48<sup>th</sup> Avenue right-of-way between Picadilly Road and Tibet Road; and

WHEREAS, intergovernmental agreements are authorized by Article XIV, Section 18 of the Colorado Constitution, and by Colorado Revised Statutes, Section 29-1-203; and

WHEREAS, Section 10-12 of the City Charter authorizes the Council to approve, by resolution, the execution of contracts with other governmental units for furnishing or receiving commodities or services.

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

Section 1. The Intergovernmental Agreement between the City of Aurora and Second Creek Ranch Metropolitan District regarding the maintenance of landscaped property in 48<sup>th</sup> Avenue between Picadilly Road and Tibet Road is hereby approved.

Section 2. The Mayor and the 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
STEPHEN J. RUGER, City Clerk

APPROVED AS TO FORM:

 RLA  
\_\_\_\_\_  
ANGELA L. GARCIA, Assistant City Attorney



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF AURORA AND SECOND CREEK RANCH  
METROPOLITAN DISTRICT FOR THE MAINTENANCE OF LANDSCAPED  
PROPERTY IN 48<sup>TH</sup> AVENUE BETWEEN PICADILLY ROAD AND TIBET ROAD**

THIS INTERGOVERNMENTAL AGREEMENT is made as of this \_\_\_\_\_ day of 2020, by and between THE CITY OF AURORA, a home rule municipal corporation of the State of Colorado, (the “City”), and SECOND CREEK RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), collectively referred to herein as the “Parties.”

**RECITALS**

WHEREAS, the City accepted dedication of approximately 91,900 square feet of real property located within the landscaped medians of 48<sup>th</sup> Avenue right-of-way, between Picadilly Road and Tibet Road, which were constructed on behalf of Green Valley Ranch East Metropolitan District Nos. 6-8 pursuant to its Consolidated First Amended and Restated Service Plan, approved October 16, 2017, and will be owned by the District, and such property is more particularly described in the map attached as Exhibit A (the “Subject Property”); and

WHEREAS, the Parties wish to have the District, as a legal entity responsible for providing limited maintenance services to the City and within the District’s boundaries, maintain and operate the Subject Property along 48<sup>th</sup> Avenue between Picadilly Road and Tibet Road in Aurora.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement as findings of fact upon which this Agreement is based.
2. Term. The term of this Agreement shall commence on the date that both Parties have signed the Agreement (the “Commencement Date”) and shall continue in perpetuity thereafter subject to appropriation as set forth in Section 7, unless terminated earlier by mutual agreement of the Parties. The District hereby sets forth its current intent that appropriations sufficient to fund the obligations under this Agreement will be made in future years, unless this Agreement is terminated as permitted herein. For purposes of its obligations hereunder, the District accepts the Subject Property “as is,” and shall use its best efforts to maximize the utility and service of the Subject Property given all available improvements, facilities and amenities within the Subject Property. If this Agreement is terminated by mutual consent at the initiation of either the City or the District for any purpose, the District shall be fully responsible for improvements to the subject landscape medians and bring the medians into full compliance with the City’s Parks, Recreation and Open Space Department standards, as set forth in its’ Dedication and Development Criteria Manual.
3. Maintenance of the Subject Property. The District shall, at the District’s sole cost and expense, keep and maintain the Subject Property and all improvements and fixtures appurtenant thereon in commercially reasonable condition and repair during the term of this



Agreement. The District's specific obligations include, but are not limited to, mowing, watering, fertilizing, aeration of vegetation, replacement of dead/dying vegetation, and maintenance of all landscaped areas to ensure that they remain in a safe and usable condition and do not unreasonably interfere with vehicular traffic on 48<sup>th</sup> Avenue (see Exhibit B for maintenance specifications).

4. Management of Maintenance Services. The District shall be responsible for contract management for any required maintenance of the Subject Property.

5. Minimum Conditions and Specifications. The District shall, at minimum, maintain the Subject Property to a standard that is consistent with the condition outlined in Exhibit A. Any condition which is identified as less aesthetic or with significantly less plant material as determined by the City in comparison to Exhibit A will be identified as unacceptable to the City and not in compliance.

6. Governmental Immunity, Insurance, and Liens.

a. The Parties acknowledge and agree that the City, its council members, officials, officers, directors, agents and employees, and the District, its officials, officers, directors, agents and employees are entitled to rely on and do not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 through 120, Colorado Revised Statutes ("C.R.S."), or otherwise available to the City and the District.

b. The District represents and warrants that it currently carries comprehensive and liability insurance coverage in an amount sufficient to cover its obligations under this Agreement and any requirements of the Colorado Governmental Immunity Act. Upon request, the District shall provide the City with a certified copy of its policy of insurance or a certificate evidencing such insurance that names the City as an additional insured and provides that such policy shall not be cancelled or amended without thirty (30) days prior written notice to the City.

c. The District shall not permit or allow any mechanic's, materialman's, or other lien to be placed against the Subject Property in connection with work or services claimed to have been performed for, or materials claimed to have been furnished to, the District. If any such lien is recorded, the District shall cause the same to be released of record, by bonding or other means, within thirty (30) days of its recordation.

7. Appropriations. In accordance with Section 29-1-110, C.R.S., any financial obligations of the City and the District expressed or implied by this Agreement are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by each party's respective governing body in each fiscal year of the Term as such is defined by Section 2 herein.

8. Governing Law. The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Arapahoe, State of Colorado.



9. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give to or allow any such claim or right of action by any other or, third person under this Agreement. Any beneficiary of the terms and conditions of this Agreement is not an intended beneficiary, but rather an incidental beneficiary only.

10. Entire Agreement. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties and constitutes the entire agreement of the Parties. The Parties acknowledge and agree that there have been no representations made other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

11. Amendment. This Agreement may not be amended, modified, or changed, in whole or in part, without the prior written agreement of the Parties.

12. Assignment. No Party shall assign its rights or delegate its duties hereunder to any non-party without prior written, consent of the other Party, which consent may be withheld in the reasonable discretion of the other Party.

**[SIGNATURE PAGE FOLLOWS]**



**[SIGNATURE PAGE 1 OF 2 TO THE INTERGOVERNMENTAL AGREEMENT]**

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

**SECOND CREEK RANCH METROPOLITAN  
DISTRICT**

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By:  
Its:



**[SIGNATURE PAGE 2 OF 2 TO THE INTERGOVERNMENTAL AGREEMENT]**

**CITY OF AURORA, COLORADO**

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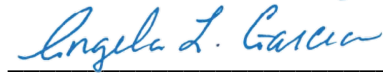
MIKE COFFMAN, Mayor

ATTEST:

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SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:



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ANGELA L. GARCIA, Assistant City Attorney



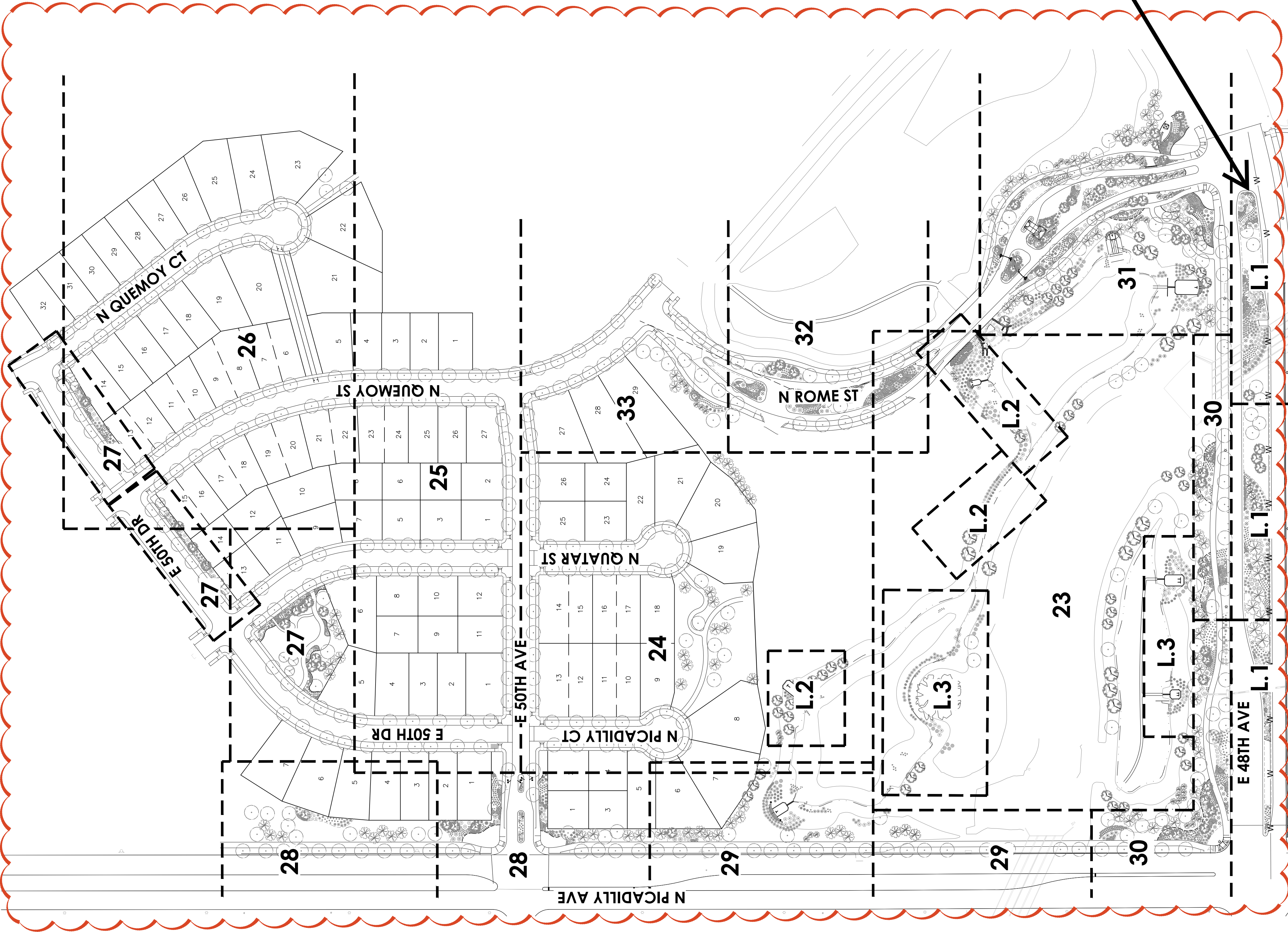
EXHIBIT A - SUBJECT PROPERTY MAP

LEGEND

--- MATCHLINE

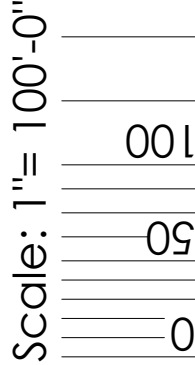
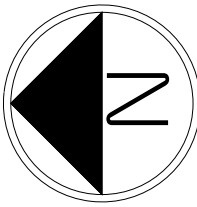
SHEET INDEX

- 22 - OVERALL LANDSCAPE PLAN/KEYMAP
- 23-33 - LANDSCAPE PLAN
- 34 - LANDSCAPE NOTES
- 35-38 - LANDSCAPE DETAILS
- 39 - HYDROZONE MAP
- 40 - PARKING PLAN
- 41 - BUNGALOW TYPICALS
- 42-48 - ARCHITECTURAL ELEVATIONS
- L.1 - 48TH AVE LANDSCAPE PLANS
- L.2-3 - POND LANDSCAPE PLANS



48TH AVENUE MEDIANS  
BETWEEN PICADILLY ROAD  
AND ROME STREET  
SUBJECT TO IGA

1  
AMENDMENTS  
-LANDSCAPE QUANTITIES, SPACING, AND LABELS  
-SHEET INDEX



TITLE: OVERALL LANDSCAPE PLAN  
DATE: OCTOBER 13, 2018

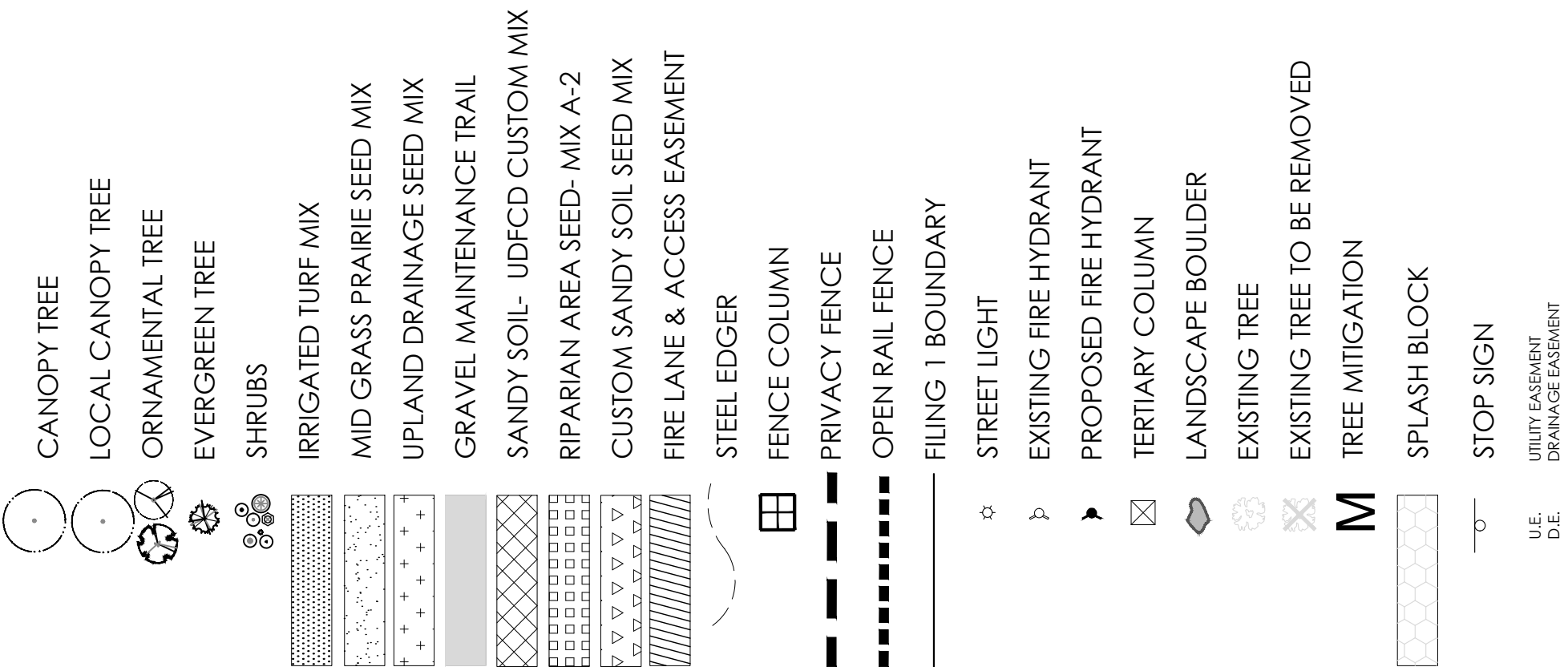


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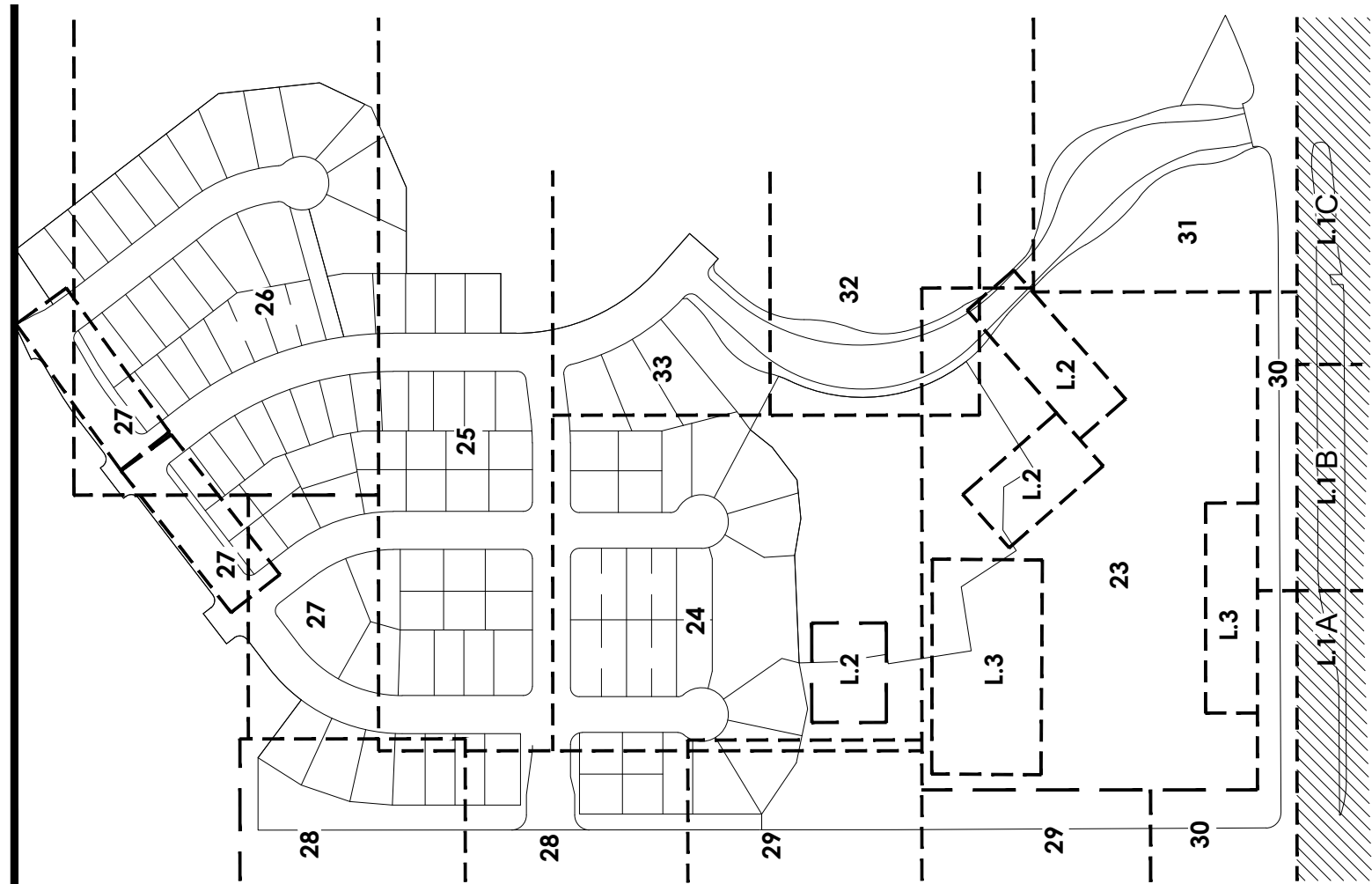


## EXHIBIT A - SUBJECT PROPERTY MAP (Continued)

## LEGEND



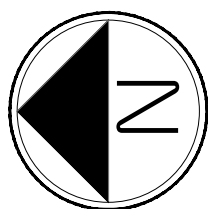
## KEY MAP



TITLE: 48TH AVE LANDSCAPE PLAN  
DATE: OCTOBER 13, 2018

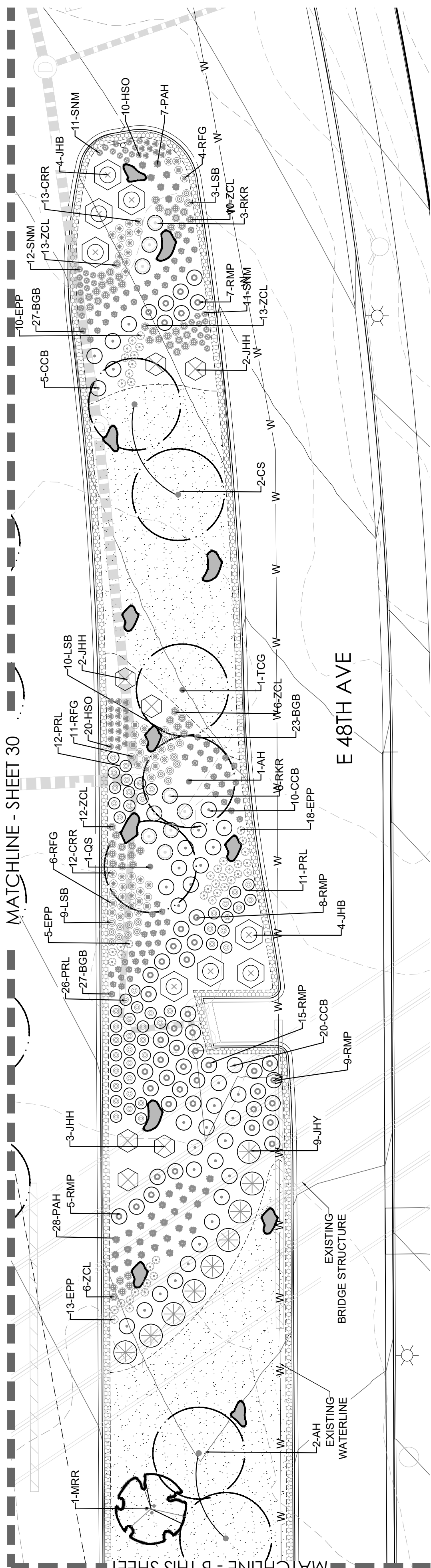
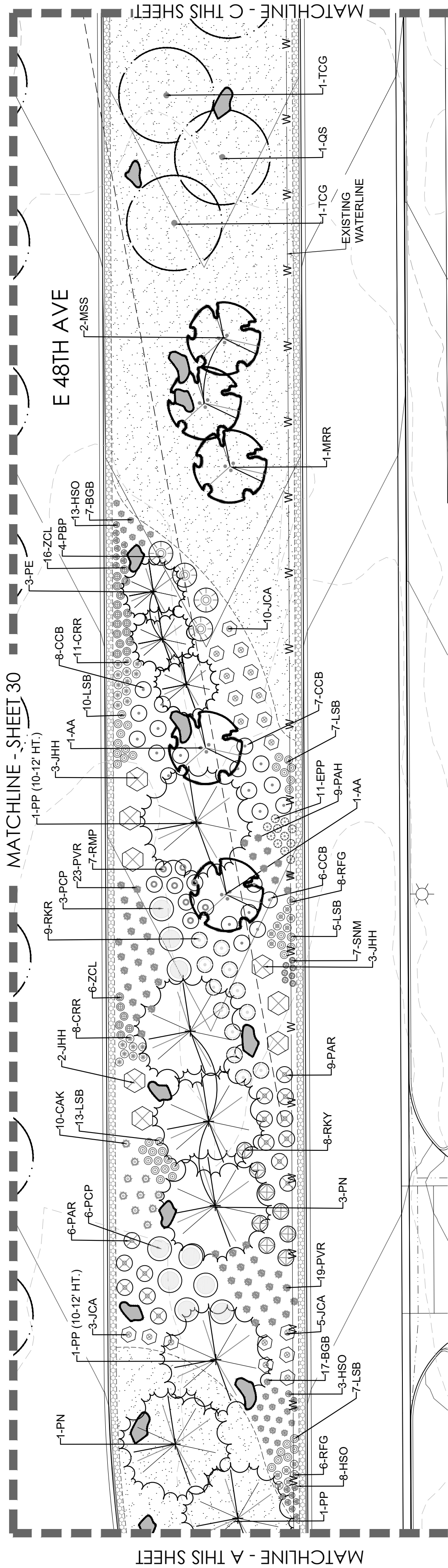
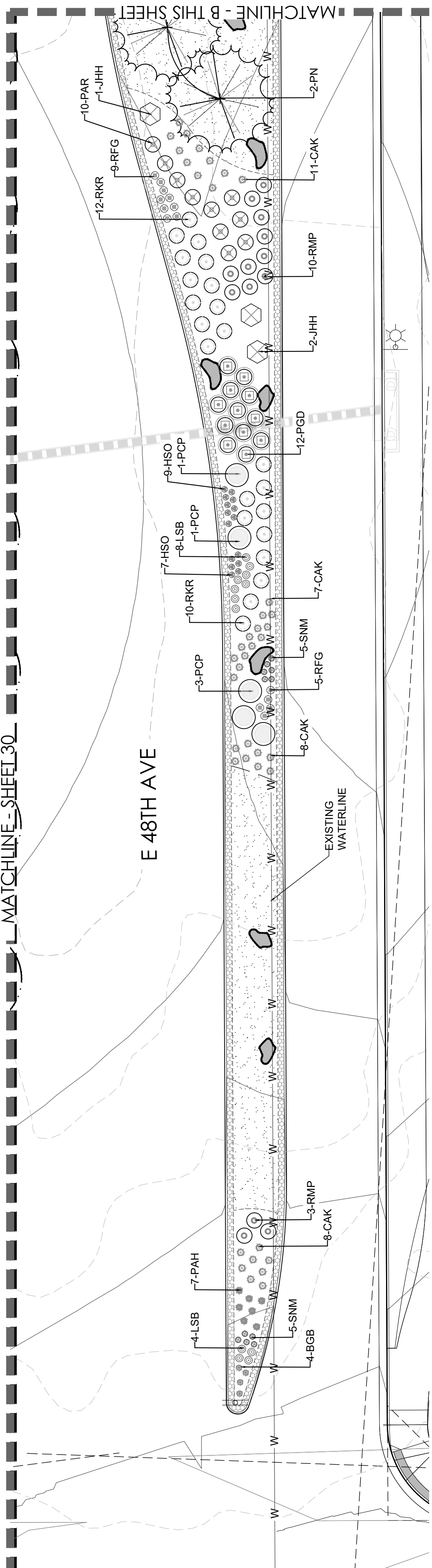


Scale: 1"= 20'-0"



**NOT FOR CONSTRUCTION**

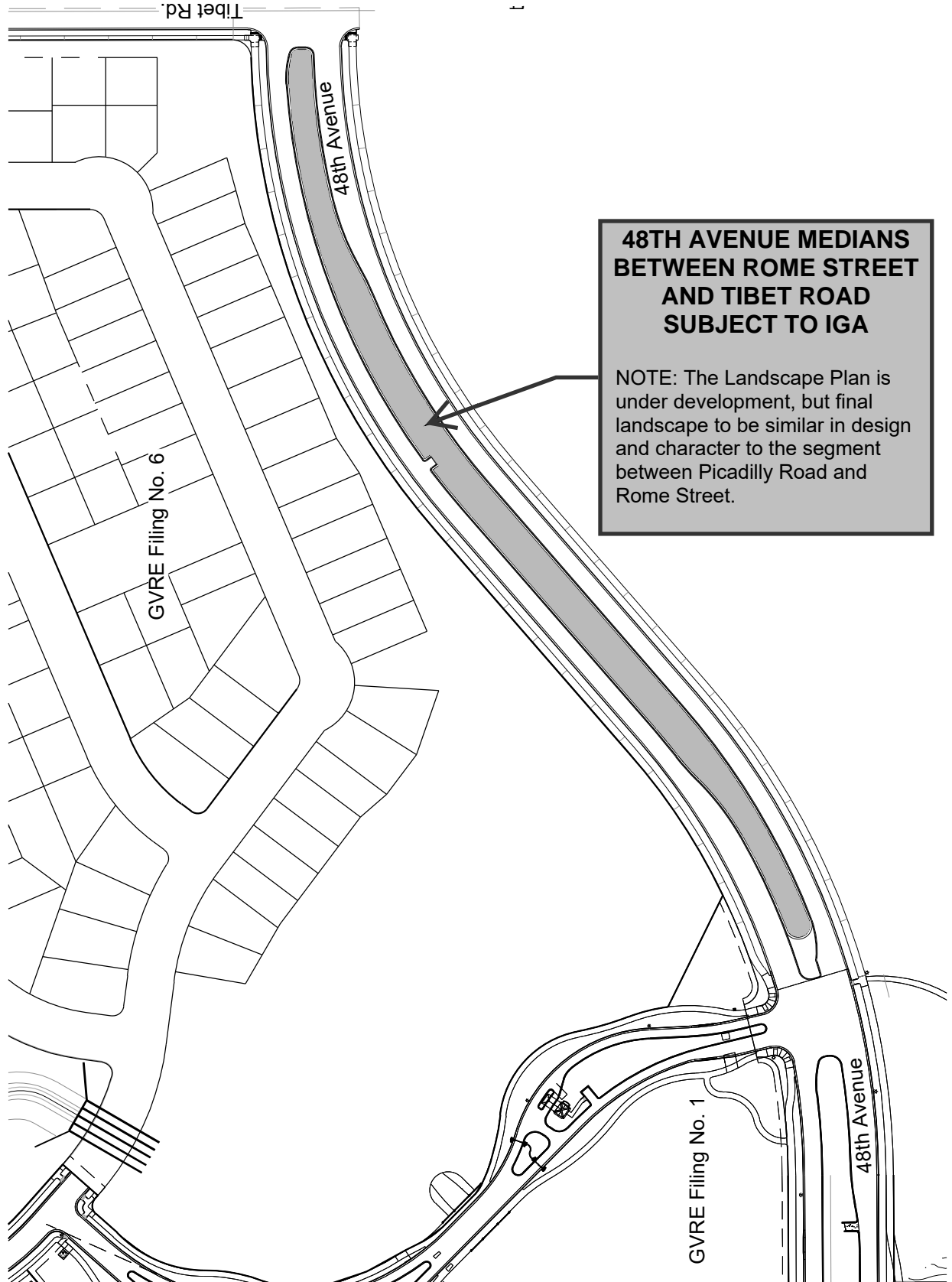
SHEET L.1 OF 48



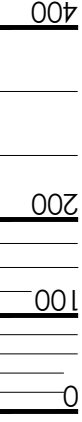
AMENDMENTS  
-48TH AVE. LANDSCAPE PLANTING



# EXHIBIT A - SUBJECT PROPERTY MAP (Continued)



Scale: 1"=200'





**EXHIBIT B**  
**MAINTENANCE**  
**01900**

**PART 1 GENERAL**

**1.1 Period of Time**

- A. **Basic Maintenance:** The Contractor shall be responsible for the maintenance of all work other than items mentioned herein until he/she is awarded Substantial Completion. The Contractor shall be responsible for proper maintenance and irrigation of new sod for not less than 30 days to establish an acceptable lawn. The Contractor shall be responsible for the maintenance of seeded areas until he/she is awarded Establishment Acceptance. The Contractor shall be responsible for the maintenance of any items determined not to be in compliance with contract documents at Substantial Completion until Final Completion.
- B. **Extended Landscape & Irrigation Maintenance (only applies if an alternate for these services, requested in the Bid Documents, is accepted):** Extended Maintenance shall be in effect for the period of time from Substantial Completion to Final Acceptance. See Project Closeout Specification 01700. All maintenance operations shall be performed by an A.N.A. certified landscape contractor.

**1.2 Work Included**

- A. Landscape maintenance shall include all necessary watering, cultivation, weeding, pruning, disease and insect pest control, protective spraying, straightening plants which lean or sag, adjustments of plants which settle or are planted too low, mowing of turf areas, replacement of mulch that has been displaced by erosion or other means, filling and/or regrading eroded areas, reseeding or replanting any eroded or dead areas, repairing and reshaping of water rings or saucers in non-irrigated areas, cleaning of gutters, drain inlets, storm chases and other drainage systems, sweeping of paved areas, adjustment of irrigation heads & other portions of the irrigation system, removal of tools and equipment used in the execution of the contract at the end of each work day. Removal of all snow, ice, rubbish or waste, and any other procedure consistent with good horticultural practice necessary to insure normal, vigorous and healthy growth of all plant material are also part of this maintenance contract.
- B. After Substantial Completion, the Contractor shall not be responsible for cleaning, pumping or replacement of restroom facilities, removal of user trash and replacement or repair of any portion of the project that the Project Manager deems to be vandalism or accidental damage, not resulting from Contractor's negligence.
- C. During the Extended Maintenance Period, any replacement of plant material shall be the responsibility of the Landscape Contractor as part of the installation contract with exceptions as listed in the Landscape Installation Specification 02900.
- D. The landscape maintenance contractor shall purchase and maintain Contractor's general liability insurance in the amounts of one million dollars (\$1,000,000). Certification of such insurance shall be filed with the Owner prior to the commencement of the work.

**1.3 Quality Assurance**

- A. **Work Force:** Contractor's representative shall be experienced and A.N.A. certified in landscape maintenance and shall be available on a twenty-four (24) hour basis for emergency repairs.



- B. **Materials:** All materials used shall conform to the irrigation and landscape specifications (02810 and 02900).
- C. If upon notification by the manager action is not taken to correct any problems which affect safety, health of the plants, or property image, the manager may take whatever action necessary to remedy the situation. All costs associated with such work shall be deducted from any payments due the Contractor.

#### **1.4 Maintenance Schedule**

- A. The maintenance contractor shall submit a maintenance schedule (including irrigation, mowing, weed control and fertilizing) to the Project Manager as part of the bid. Daily scheduling of maintenance activities shall be coordinated with the Project Manager.
- B. A monthly report shall detail all planned and periodic maintenance activities, and all materials and application rates.
- C. Any subcontractors shall be listed in the report including certification and insurance information.

### **PART 2 PRODUCTS**

#### **2.1 Herbicides**

- A. Herbicides used shall be Roundup (glyphosate), Surflan (oryzalin), Riverdale/Triplet (dimethylamine salts) or approved equals.

#### **2.2 Pesticides**

- A. Pesticides used shall be categorized as “General Use” by the Environmental Protection Agency. Product selection must be in accordance with specific pest and host plant considerations. Application rates and method of application must be in accordance with product label instructions.

#### **2.3 Materials**

- A. For all other materials not included in this specification, but required to perform this maintenance specification, refer to the Landscape Installation Specification 02900, section 2.1 through 2.14 and the Seeding & Sodding Specification 02480.

### **PART 3 EXECUTION**

#### **3.1 Irrigation**

- A. Landscape maintenance Contractor shall maintain the irrigation system in good operating condition through weekly inspections of all system components and make repairs as necessary. This includes checking and verifying operation in each zone, the alignment of heads, rain sensors, controller, and check leaks. The Contractor shall program the irrigation clock as he/she determines to be necessary during the period that he/she is responsible for the construction, establishment and maintenance of the project, with the approval of the Project Manager. Adjustment of irrigation heads & other portions of the irrigation system shall be made as necessary.



- B. Landscape maintenance Contractor shall make every effort to conserve water by adjusting the programming to allow for weather changes and growth seasons. Irrigation operations should be conducted between 6:00 pm and 10:00 a.m. unless other hours are requested or approved by the Project Manager. Water use restrictions are in effect from May 1<sup>st</sup> through October 31<sup>st</sup>.
- C. The irrigation system shall be used by the maintenance contractor for the watering program, but any failure of the system does not eliminate the Contractor's responsibility of maintaining the desired level of moisture necessary to maintain vigorous, healthy growth.
- D. The Owner shall provide on-site water for the execution and maintenance of this landscape & irrigation work to the Contractor at no expense. The Owner will monitor water usage and will require modifications to the watering schedule if wasteful usage is apparent.
- E. The Contractor shall furnish all equipment necessary to distribute water from the source provided by the Owner including but not limited to all pumps, valves, connections, nozzles, pipes, hose, irrigation equipment and portable tanks & vehicles necessary.
- F. Winter Watering: All trees and shrubs shall be irrigated monthly during the winter, as requested by the Owner. Each tree shall receive a minimum of twenty (20) gallons of water per application, ground cover areas shall receive one-inch (1") of water per application, and each shrub shall receive a minimum of two to three (2-3) gallons of water per application. Water shall be hand applied at a rate that allows the water to soak into the root zone.
  - 1. Do not irrigate when temperatures will fall below thirty (30) degrees within twenty-four (24) hours.
  - 2. Irrigation system may be used for the water application only when temperatures will remain above freezing for several days. Immediately following irrigation repeat the winter shut down procedure.
- G. If replacement of component parts in the irrigation system becomes necessary after normal use, and after the original period of warranty has expired (see Irrigation System for Parks Specification 02810, section 1.8), the Owner is responsible for the expense of these replacement components, if there has been no mishandling of these items on the part of the maintenance contractor.

### **3.2 Weeding**

- A. Maintenance contractor shall keep all planting areas (including tree rings) free from weeds and undesirable grasses by a method and by materials approved by the A.N.A. including pre-emergent spraying and hand removals. Visible weeds shall be removed to ground level. All areas shall be weeded at least once a month, unless directed otherwise by the Project Manager.

### **3.3 Mulching**

- A. Mulch shall be maintained at the proper depth per detail in all shrub beds, ground cover areas, annual beds, and tree rings according to the original drawings and specifications.
- B. Mulch displaced by erosion, wind, or irrigation activities shall be removed from all walks, drives, and turf areas and replaced in the beds.
- C. All bark mulch beds are to be top dressed annually.



### **3.4 Disease and Insect Pest Control**

- A. Inspect all plant material at least once a month to locate any disease or insect pest infestations. Upon the discovery of any disease or insect pest infestation, identify, or have identified, the nature or species of the infestation. A method of control in accordance with common A.N.A. standards shall be immediately implemented.
- B. Apply all pesticides and fungicides according to label directions and take any precautions necessary to protect people and any other plant material from the chemicals.
- C. Submit written document listing type, brand name and rate of application of herbicides and pesticides to be used.
- D. Contractor shall show proof of valid Colorado Pesticide Applicator Certificate prior to pesticide applications.

### **3.5 Fertilizing**

- A. Maintenance contractor is to fertilize plant material on a regularly scheduled program, per the approved maintenance schedule, to fit the requirements of the plant material to maintain vigorous and healthy plant growth.
- B. Shrub beds, ground cover, turf, and annuals shall receive granular fertilizer and trees shall receive fertilizer through a root injection system.

### **3.6 Pruning and Repair**

- A. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to maintain safety in vehicular use areas. Pruning shall be done in such a manner as to not change the natural habit or shape of the plant. All cuts shall be made at the branch collar, leaving the swollen collar at the crotch but no stubs.

### **3.7 Native Seed Areas**

- A. Weeding: The Contractor is responsible for keeping these areas free of weeds and debris. Weed control will be accomplished by applying approved herbicides at any point in time when weed species become taller than eight inches (8") or prior to weed flowers opening so that seed heads never develop. When grass becomes taller than eight inches (8") above grade, mow at a height of six inches (6") above grade. One (1) herbicide treatment for broadleaf weeds shall be required after seed is established. For additional requirements, see Specification Section 02480, Seeding and Sodding.
- B. Erosion: The Contractor shall repair grades damaged by erosion to the elevations and contours established by the drawings.
- C. Fencing, signs and barricades: The Contractor shall maintain all fencing, signs and barricades installed to protect seeded areas.
- D. Irrigation: Within irrigated seeded areas, the Contractor shall maintain the irrigation system and is responsible for proper and appropriate system operation to ensure the growth and health of seeded areas.

### **3.8 Turf**

#### **A. General**

- 1. Mow at intervals so that no more than one-third (1/3) of the blade length or one inch (1") is



removed at each mowing.

2. Mow grass areas in such a manner as to prevent clippings from blowing on paved areas, and sidewalks. Cleanup after mowing shall include sweeping or blowing of paved areas and sidewalks to clear them from mowing debris.
  3. Mowing in a City of Aurora City Park that has passed Substantial Completion and is therefore open to the public shall be performed between 7:00 a.m. and 11:00 a.m. Mowing shall not occur on Saturday, Sunday or Holidays.
  4. Edges of curbs and sidewalks shall be trimmed at least twice monthly.
  5. Irrigation system shall be checked for damage and repaired following each mowing operation.
- B. **Seeded Turfgrass Areas:** Prior to germination acceptance, the Contractor is responsible for keeping these seeded areas free of weeds and debris. Weed control will be accomplished by mowing the site when weeds reach eight inches (8") or prior to weed flowers opening so that seed heads never develop. When grass becomes taller than three and one-half inches (3.5") above grade, mow at a height of two and one-half inches (2.5") above grade. The Contractor shall increase these heights by one half an inch during July, August, and September. Mow at intervals so that no more than one-third (1/3) of the blade length or one inch (1") is removed at each mowing.
1. Mow grass areas in such a manner as to prevent clippings from blowing on paved areas, and sidewalks.
  2. Cleanup after mowing shall include sweeping or blowing of paved areas and sidewalks to clear them from mowing debris.
- C. **Sodded Turfgrass Areas:** Prior to Substantial Completion, the Contractor shall be responsible for maintenance of sodded turfgrass areas, including a minimum of two (2) mowings, not less than seven (7) days apart.
1. Mow at intervals so that no more than one-third (1/3) of the blade length or one inch (1") is removed at each mowing.
  2. Mow grass areas in such a manner as to prevent clippings from blowing on paved areas, and sidewalks. Cleanup after mowing shall include sweeping or blowing of paved areas and sidewalks to clear them from mowing debris.

### **3.9 Staking and Tree Wrap**

- A. Wrap deciduous tree trunks per planting details no later than November 1<sup>st</sup>. Before wrapping, Project Manager shall inspect tree trunks for injury, improper pruning, and insect infestation.
- B. Landscape Contractor shall remove all wrappings between April 15<sup>th</sup> and May 1<sup>st</sup>.
- C. When Contractor is of the opinion that Final Acceptance is less than thirty (30) days away, Contractor shall remove all stakes or guys installed as part of installation at no additional cost to the City of Aurora. Tree staking material shall not be removed more than thirty (30) days prior to Final Acceptance. The Contractor shall be responsible for the removal and disposal of this material regardless of maintenance responsibility.

### **3.10 Clean Up**

- A. During the course of construction, excess waste materials shall be continuously and promptly removed at the end of each work day. During the period of maintenance responsibility, trash shall be removed from all areas & trash cans emptied including all paper, plastic, glass and metal debris larger than one inch (1") in size once a week and immediately before mowing operations. The Contractor shall remove all trash and products of mowing from the site before 5:00 p.m. of the same day. All trash and debris shall be disposed of by Contractor. All paved pedestrian and vehicular areas shall be swept and kept clean at all times after substantial completion.



### **3.11 Winter Irrigation Shut Down**

- A. When cold weather approaches and the chance for freezing conditions exist, the system should be drained after each use.
- B. Winter shut down procedure as follows:
  - 1. Shut water off at main gate valve.
  - 2. Open all manual drain valves.
  - 3. Blow out each section twice with compressed air.
  - 4. Set controller to cycle through each section the minimum time available, once a day through winter months.

### **3.12 Spring Irrigation Start Up**

- A. Spring start up procedure as follows:
  - 1. Close all manual drain valves.
  - 2. Slowly turn water on.
  - 3. Cycle through each station manually until all air has escaped the system.
  - 4. Check for leaks and proper alignment of heads.
  - 5. Repair and adjust system as required for proper operation.

### **3.13 Vandalism & Accidental Damage**

- A. Prior to Substantial Completion, the Contractor shall be responsible for all repairs and replacements which are required due to vandalism, accidental damage, and extreme acts of nature.
- B. If the Extended Maintenance alternate is accepted, replacement of plants, irrigation parts, or other materials damaged due to accidental damage not a result of negligence on the part of the Contractor or due to vandalism shall not be included in the monthly fees but will be billed separately, per the terms of the proposal presented by the Contractor and approved by the Project Manager.

### **3.14 Snow & Ice Removal**

- A. Remove all snow and ice from all paved pedestrian and vehicular areas.

### **3.15 Drainage Systems**

- A. All gutters, drain inlets, storm chases and other drainage systems shall be kept clean and in proper working order at all times.

### **3.16 Maintenance Contract**

- A. These terms and conditions herein outlined shall be attached and made a part of a maintenance contract with the Owner, if the Extended Maintenance alternate is accepted.

### **3.17 Termination of the Maintenance Contract**

- A. If the Owner fails to make payment for a period of ninety (90) days without written clarification, the maintenance contractor may, upon twelve (12) additional days' written notice to the Owner, terminate the contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, or tools, including reasonable profit and damages applicable to the maintenance contract.



- B. If the maintenance contractor defaults or persistently fails or neglects to carry out the work in accordance with the maintenance contract, the Owner, after twelve (12) days' written notice to the maintenance contractor, and without prejudice to any other remedy they may have, may make good such deficiencies and deduct the cost thereof, including compensation for additional services made necessary thereby, from the payment then or thereafter due the Contractor, or at their option, may terminate the contract.

#### **PART 4 MEASUREMENT AND PAYMENT**

##### **4.1 Measurement and Payment**

- A. No separate payments shall be due to Contractor for maintenance required prior to Substantial Completion.
- B. Payment for work described in paragraph 3.13, Vandalism and Accidental Damage, shall be based on an approved proposal itemizing time and materials with associated costs.
- C. If Extended Maintenance alternate is accepted, the Contractor may request payment for Extended Maintenance operations not more than once a month and request for payment shall not exceed the total without written approval from the City.

**END OF SECTION**



# IGA with Second Creek Ranch Metro District

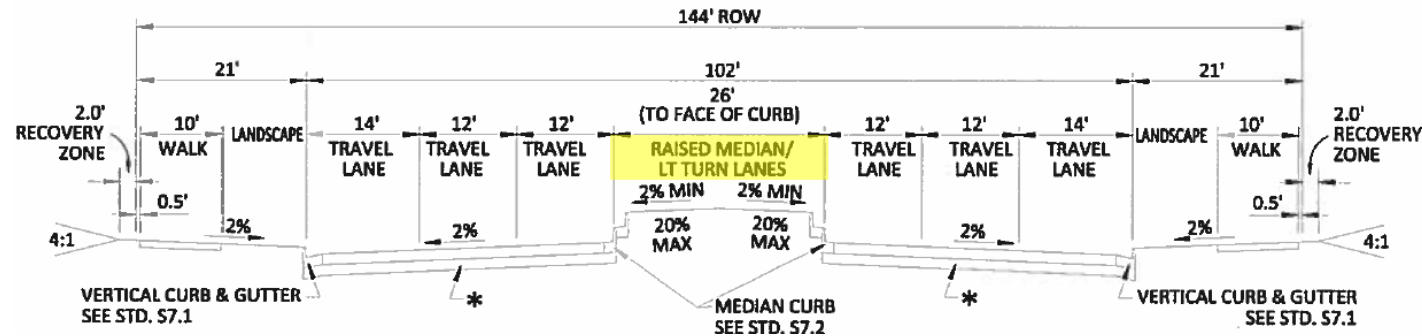


September 14, 2020  
City Council Study Session



# IGA with Second Creek Ranch Metro District

September 14, 2020 City Council Study Session



- A developer's obligation with street construction includes developing raised medians on major arterial streets.
- A median is the middle portion of the street that separates opposing directions of vehicular traffic and which is sometimes landscaped as an environmental enhancement of the street.





# Why an IGA?

Developers have the option to either landscape the medians themselves and then maintain them through their metro districts **or** to turn the medians over to the city to landscape and maintain.





## **IGA Purpose**

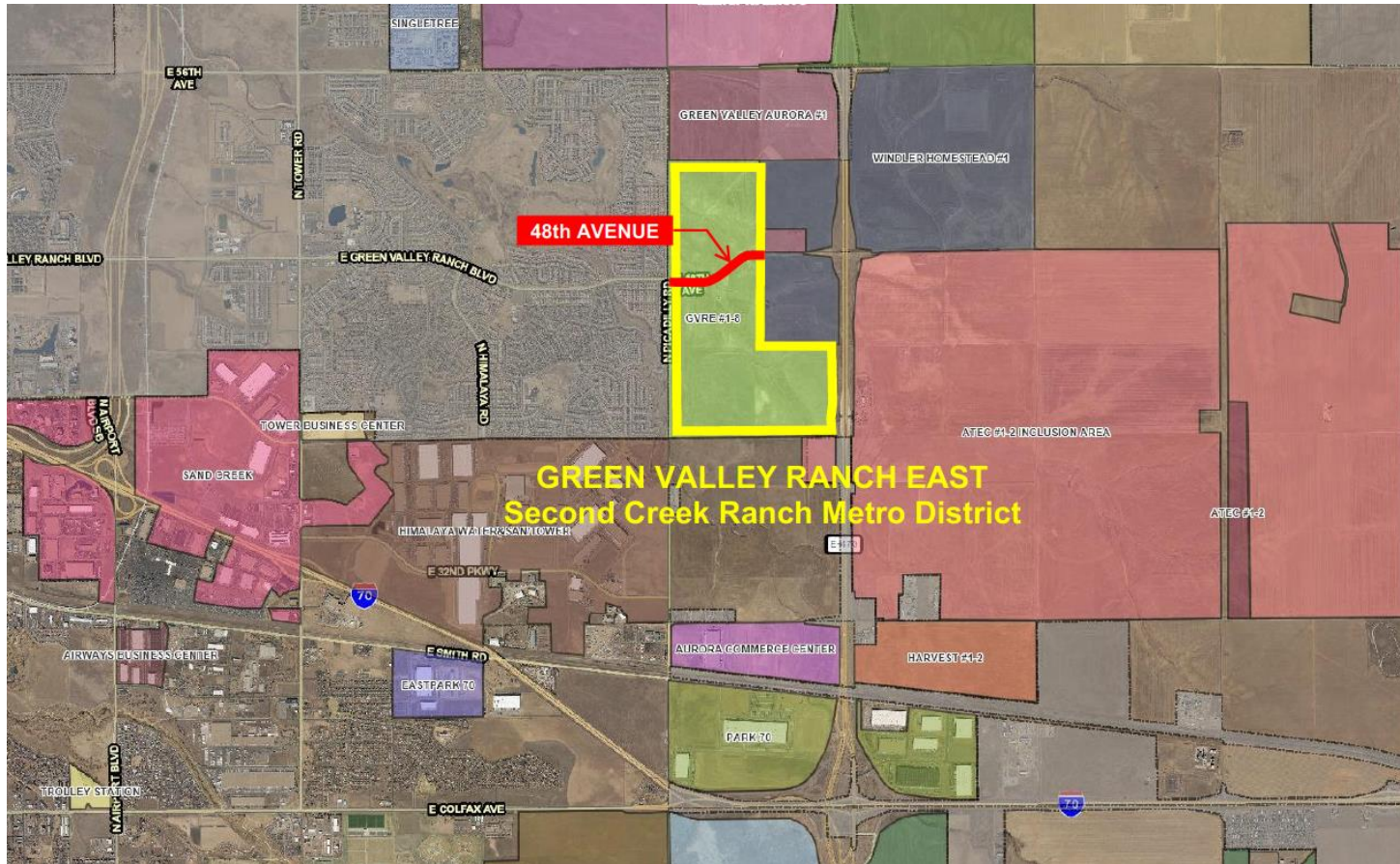
*To authorize the Second Creek Ranch Metro District to maintain landscaped medians in the 48<sup>th</sup> Avenue right-of-way between Picadilly Road and Tibet Road.*





# IGA with Second Creek Ranch Metro District

September 14, 2020 City Council Study Session





## IGA with Second Creek Ranch Metro District

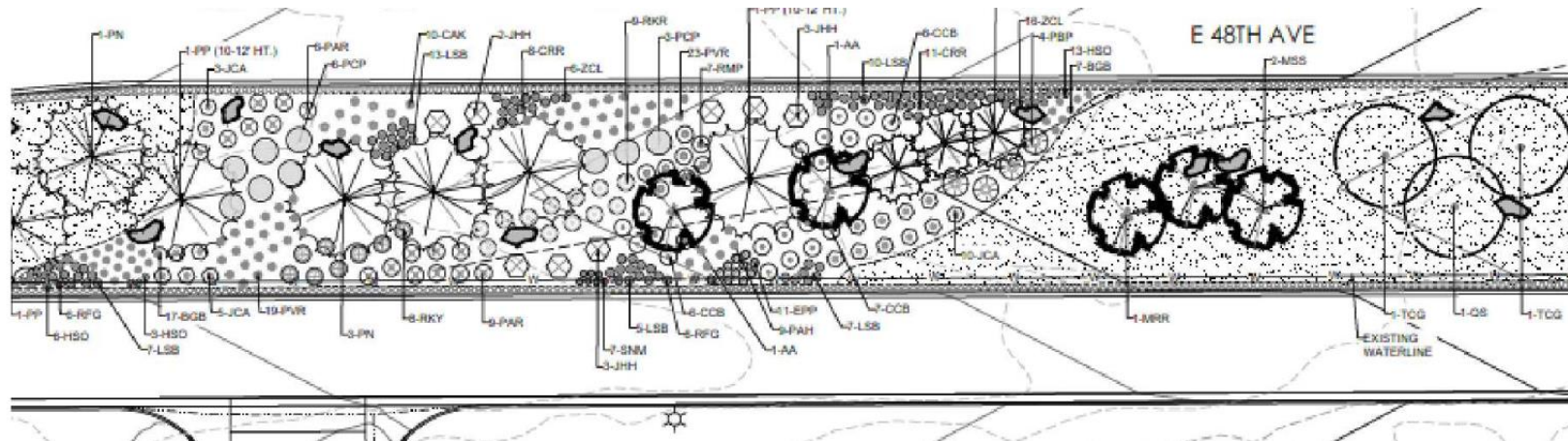
September 14, 2020 City Council Study Session

- The developer of Green Valley Ranch East has already built 48<sup>th</sup> Ave and installed landscaping in the median from Picadilly Rd to Rome St.
- 48<sup>th</sup> Ave between Rome St and Tibet Rd has yet to be constructed.





# QUESTIONS?



September 14, 2020  
City Council Study Session



Parks, Foundations and Quality of Life (PFQL) Meeting  
July 23, 2020

Members Present: Council Member Curtis Gardner, Chair; Council Member Marsha Berzins, Vice-Chair;  
Council Member Dave Gruber

Members Absent:

Others Present: Nancy Freed, Brooke Bell, Pat Schuler, Tracy Young, Angela Garcia, Center Lynne,  
Katrina Rodriguez, John Perkins, Curt Bish, Rick Crandall, Roberta Bloom and Elvia  
Tovar.

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**8. RESOLUTION FOR INTERGOVERNMENTAL AGREEMENT WITH SECOND CREEK  
RANCH METROPOLITAN DISTRICT**

Summary of Issue and Discussion:

Curt Bish, Planning Supervisor of Planning, Design and Construction (PD&C) in PROS, reviewed the Intergovernmental Agreement regarding the maintenance of irrigation for landscaped medians, located within the rights-of-way of major arterial streets within the City of Aurora, generally fall within the purview of Parks, Recreation and Open Space Department (PROS) staff. Developers of subdivisions adjacent to subject medians may request a deviation, from this standard when there is a desire to depart from PROS median design standards. Deviation from PROS standards requires the developer to assume responsibility of all landscaped median maintenance and irrigation. An intergovernmental agreement is necessary to formalize all responsibilities. The proposed resolution authorizes the execution of an intergovernmental agreement between the City of Aurora and Second Creek Ranch Metropolitan District whereas the District shall provide maintenance services and irrigation for landscaped medians in the 48th Avenue right-of-way between Picadilly Road and Tibet Road. The District's specific obligations include, but are not limited to, mowing, watering, fertilizing, aeration, replacement of vegetation and maintenance of all landscaped areas. The District shall agree to fund the obligations of the agreement in the future unless the agreement is terminated as permitted.

CM Gardner asked if the median is different than the PROS design standards. is that because of more vegetation. C Bish answered that is the mayor difference between what they want to implement versus what current standard is for medians, were Green Valley Ranch wanted to have trees, shrubs and colorful flowers , that requires irrigation, which we don't install that in medians today, to allowed them to do that aesthetic treatment does require responsibility for the cost for installing and maintaining it. CM Gardner asked if the agreement is in perpetually, and the city have to do any proactive checking or added work to make sure they are maintain it, as a standard outline C Bish answered the agreement essentially in perpetually is an ability for both parties Metro District and the City to terminate the agreement, the IGA has revisions in there if we find through our inspections to the site that does not meet the city standards we have the ability to encore those requirements that they agree in the IGA.

CM Gruber asked about tap fee for the irrigation will be paid by the Metro District and they will be responsible on perpetually just as they are responsible for the maintenance. C Bish answered correct it does not address this under this IGA since is addressed earlier in the initial process.

Outcome:

The Committee supported the IGA and move it forward to City Council Study Session.



Follow-up Action

None.

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## City of Aurora Council Agenda Commentary

Item #: 10d  
SS: 9/21/20  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City of Aurora and Southshore Metropolitan District No.1 regarding the maintenance of Park Property commonly referred to as "Spinnaker Park"

**Item Initiator:** Teller, Michelle - Planner II - Parks, Recreation & Open Space

**Staff Source:** Young, Tracy - Manager Of PROS Plan, Desn, Cons - Parks, Recreation & Open Space

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

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

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☒ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

**PREVIOUS ACTIONS OR REVIEWS:****Policy Committee**

Name: Parks, Foundations, Quality of Life Policy Committee

Meeting Date: 08/20/2020

☒ Minutes Attached

☐ Minutes Not Available

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

☐ Forwarded without Recommendation

☐ Recommendation Report Attached

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

This item was presented to the Parks, Foundations and Quality of Life Committee on 08/20/2020 and was recommended to be moved forward for City Council consideration.

The City of Aurora has an approved plan set for Spinnaker Park within the Southshore development which is currently under construction by the developer. The park is approximately 8 acres and was dedicated to the City of Aurora Parks, Recreation and Open Space Department in order to satisfy park land dedication requirements brought forth by the residential development.

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

The proposed IGA between the City of Aurora and the Southshore Metropolitan District No. 1 requests approval for maintenance and management of Spinnaker Park by the Metro District.



Although the land has already been dedicated and is now owned by the City, the Metro District approached staff with the request to maintain the site in order to incorporate enhanced landscaping above and beyond PROS requirements, and to be able to manage the amenities on site. The site will remain open to the public during normal park hours.

### **QUESTIONS FOR COUNCIL**

Approval of the proposed IGA for the maintenance of park property.

### **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. §29-1-203(1)). City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12) (Garcia)

### **PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☐ Yes ☒ No

no

### **PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

### **EXHIBITS ATTACHED:**

200506-SS-F14-Park-Asset-Exhibit.pdf  
8-20-20 PFQL Draft Minutes- Southshore\_updated.docx  
IGA - Spinnaker Park Maintenance (SouthshoreMetroDist)(Final).pdf  
R2020 - Spinnaker Park Maintenance (SouthshoreMetroDist).pdf  
Southshore Metro District IGA\_PFQL\_Aug\_2020.pdf  
Spinnaker Park Exhibit A.pdf



RESOLUTION NO. R2020 – \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
AURORA AND SOUTHSORE METROPOLITAN DISTRICT NO.1 REGARDING THE  
MAINTENANCE OF PARK PROPERTY COMMONLY REFERRED TO AS  
“SPINNAKER PARK”

WHEREAS, the City of Aurora, Colorado (“City”), accepted dedication of approximately 8.062 acres of real property east of East Southshore Parkway from the Southshore Metropolitan District No. 1 (“District”) for public purposes; and

WHEREAS, pursuant to its Service Plan, the District plans to construct a public park within the subject park property more commonly referred to as “Spinnaker Park”; and

WHEREAS, the Parties wish to have the District, as a legal entity responsible for providing limited maintenance services to the City within the District’s boundaries, maintain and operate the subject park property; and

WHEREAS, intergovernmental agreements are authorized by Article XIV, Section 18 of the Colorado Constitution, and by Colorado Revised Statutes, Section 29-1-203; and

WHEREAS, Section 10-12 of the City Charter authorizes the Council to approve, by resolution, the execution of contracts with other governmental units for furnishing or receiving commodities or services.

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

Section 1. The Intergovernmental Agreement between the City of Aurora and Southshore Metropolitan District No.1 regarding the maintenance of park property commonly referred to as “Spinnaker Park” is hereby approved.

Section 2. The Mayor and the 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor



ATTEST:

---

SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

 <sup>RLA</sup>

---

ANGELA L. GARCIA, Assistant City Attorney



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CITY OF AURORA AND SOUTHSORE METROPOLITAN DISTRICT NO. 1 FOR  
THE MAINTENANCE OF PARK PROPERTY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **THE CITY OF AURORA**, a home rule municipal corporation of the State of Colorado, by and through its Parks, Recreation and Open Space Department (the “City”), and **SOUTHSORE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), collectively referred to herein as the “Parties” or individually as a “Party.”

**RECITALS**

WHEREAS, the City accepted dedication of approximately 8.062 acres of real property east of East Southshore Parkway known as Block 3, Tract B, Southshore at Aurora Subdivision Filing No. 14, for public purposes, as such property is more particularly described in the map attached hereto as **Exhibit A** (the “**Subject Park Property**”); and

WHEREAS, pursuant to its Service Plan, the District plans to construct a public park within the Subject Park Property, more commonly referred to as “Spinnaker Park”; and

WHEREAS, the Parties wish to have the District, as a legal entity responsible for providing limited maintenance services to the City within the District’s boundaries, maintain and operate the Subject Park Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement as findings of fact upon which this Agreement is based.

2. **Term.** The term of this Agreement shall commence on the date that both Parties have signed the Agreement (the “Commencement Date”) and shall continue thereafter subject to appropriation as set forth in Section 6, unless terminated earlier by mutual agreement of the Parties. The District hereby sets forth its current intent that appropriations sufficient to fund the obligations under this Agreement will be made in future years, unless this Agreement is terminated as permitted herein. For purposes of its obligations hereunder, the District accepts the Subject Park Property “as is,” and shall use its best efforts to maximize the utility and service of the Subject Park Property given all available improvements, facilities and amenities within the Subject Park Property. If this Agreement is terminated for any purpose, the District shall be fully responsible for improvements to the Subject Park Property and bringing the same into compliance with City of Aurora, Parks, Recreation and Open Space Department standards as set forth in its Dedication and Development Criteria Manual.

3. **Maintenance of the Subject Park Property.** The District shall, at the District’s sole cost and expense, keep and maintain the Subject Park Property and all improvements and



fixtures appurtenant thereon in commercially reasonable condition and repair during the term of this Agreement. The District's specific obligations include, but are not limited to: mowing, watering, fertilizing, aeration of vegetation, replacement of dead/dying vegetation, and maintenance of all landscaped areas to ensure that they remain in a safe and usable condition; maintenance and replacement of all play equipment, site furniture, surfacing, and infrastructure on site which relates to the function of the park including irrigation and walks.

4. Management of Maintenance Services. The District shall be responsible for management and any required maintenance of the Subject Park Property assets as included in **Exhibit B**.

5. Governmental Immunity, Insurance, and Liens.

a. The Parties acknowledge and agree that the City, its council members, officials, officers, directors, agents and employees, and the District, its officials, officers, directors, agents and employees are entitled to rely on and do not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 through 120, Colorado Revised Statutes ("C.R.S."), or otherwise available to the City and the District.

b. The District represents and warrants that it currently carries comprehensive and liability insurance coverage in an amount sufficient to cover its obligations under this Agreement and any requirements of the Colorado Governmental Immunity Act. Upon request, the District shall provide the City with a certified copy of its policy of insurance or a certificate evidencing such insurance that names the City as an additional insured and provides that such policy shall not be cancelled or amended without thirty (30) days prior written notice to the City.

c. The District shall not permit or allow any mechanic's, materialman's, or other lien to be placed against the Subject Park Property in connection with work or services claimed to have been performed for, or materials claimed to have been furnished to, the District. If any such lien is recorded, the District shall cause the same to be released of record by bonding or other means within thirty (30) days of its recordation.

6. Appropriations. In accordance with Section 29-1-110(2), C.R.S., any financial obligations of the City and the District expressed or implied by this Agreement are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by each Party's respective governing body in each fiscal year of the Term as such is defined by Section 2 herein.

7. Governing Law. The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Arapahoe, State of Colorado.

8. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to



the Parties, and nothing contained in this Agreement shall give to or allow any such claim or right of action by any other or, third person under this Agreement. Any beneficiary of the terms and conditions of this Agreement is not an intended beneficiary, but rather an incidental beneficiary only.

9. Entire Agreement. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties and constitutes the entire agreement of the Parties. The Parties acknowledge and agree that there have been no representations made other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

10. Amendment. This Agreement may not be amended, modified, or changed, in whole or in part, without the prior written agreement of the Parties.

11. Assignment. No Party shall assign its rights or delegate its duties hereunder to any non-party without prior written, consent of the other Party, which consent may be withheld in the reasonable discretion of the other Party.

12. Special Conditions. Additional or future construction to the site other than those addressed within the approved asset list in Exhibit B and provided in the as-built drawings will be addressed by a future amendment to the Southshore Filing 14 Neighborhood Park Maintenance IGA to be reviewed and approved by the City.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**CITY OF AURORA, COLORADO**

---

MIKE COFFMAN, Mayor

ATTEST:

---

SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANGELA L. GARCIA, Assistant City Attorney

**SOUTHSORE METROPOLITAN  
DISTRICT NO. 1**

---

JERRY B. RICHMOND, III, Chairman

Attest:

---

Secretary



## **EXHIBIT A**



## **EXHIBIT B**





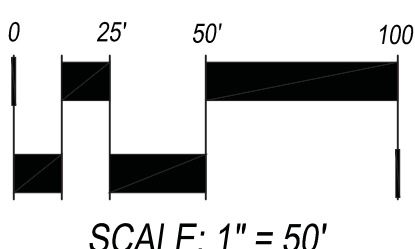
DATE:	
SDP-01	01-19-2016
SDP-02	05-19-2016
SDP-03	07-28-2016
SDP-04	08-29-2016
SDP-05	10-12-2016

LEGEND

- PAVING
- EDGER
- RIGHT OF WAY
- LIMIT OF WORK
- MATCHLINE
- SPADE DUG EDGER
- MOW LINE
- SOD
- NATIVE SEED
- WETLANDS MIX
- PERENNIALS
- ANNUALS
- CRUSHER FINES
- CANOPY TREE
- CANOPY TREE REPLACEMENT (RE: SHEET LR)
- EVERGREEN TREE REPLACEMENT (RE: SHEET LR)
- ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- ORNAMENTAL GRASSES

ALL PLANT MATERIAL DESIGN, LAYOUT AND SPECIES SELECTION IN NEIGHBORHOOD PARK SHALL BE FINALIZED AND APPROVED IN COA PROS DESIGN SUBMITTAL PROCESS FOLLOWING SITE PLAN APPROVAL.

TRACT B  
8.06 ACRES



SCALE: 1" = 50'



Know what's below.  
Call before you dig.



# IGA with Southshore Metro District for Spinnaker Park



Michelle Teller

Planner

Planning, Design & Construction



August 2020  
Parks, Foundations and Quality of Life Policy  
Committee

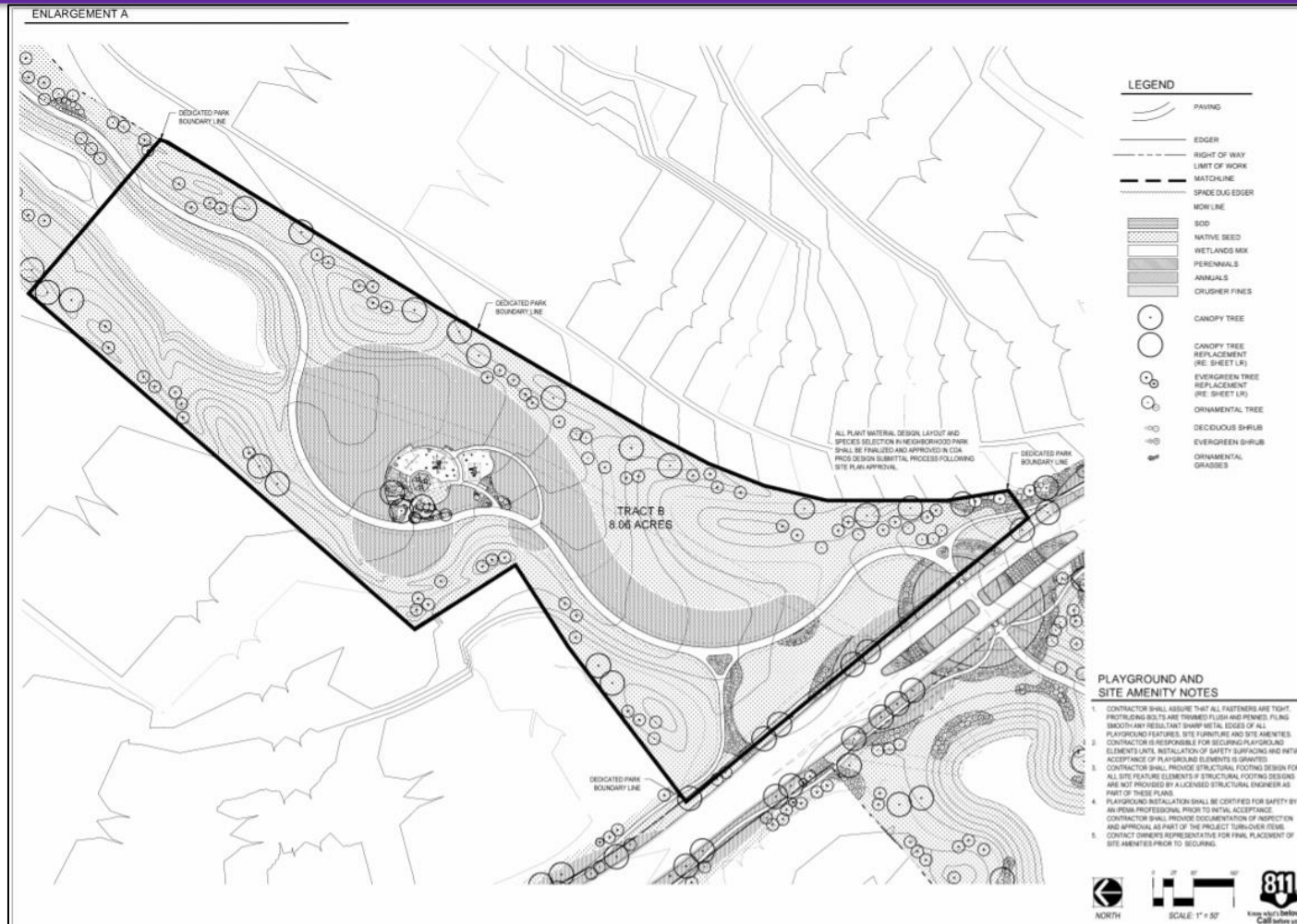






# IGA with Southshore Metro District for Spinnaker Park

## August 2020 Parks, Foundations and Quality of Life





# IGA with Southshore Metro District for Spinnaker Park

## August 2020 Parks, Foundations and Quality of Life



- Status: Currently under construction



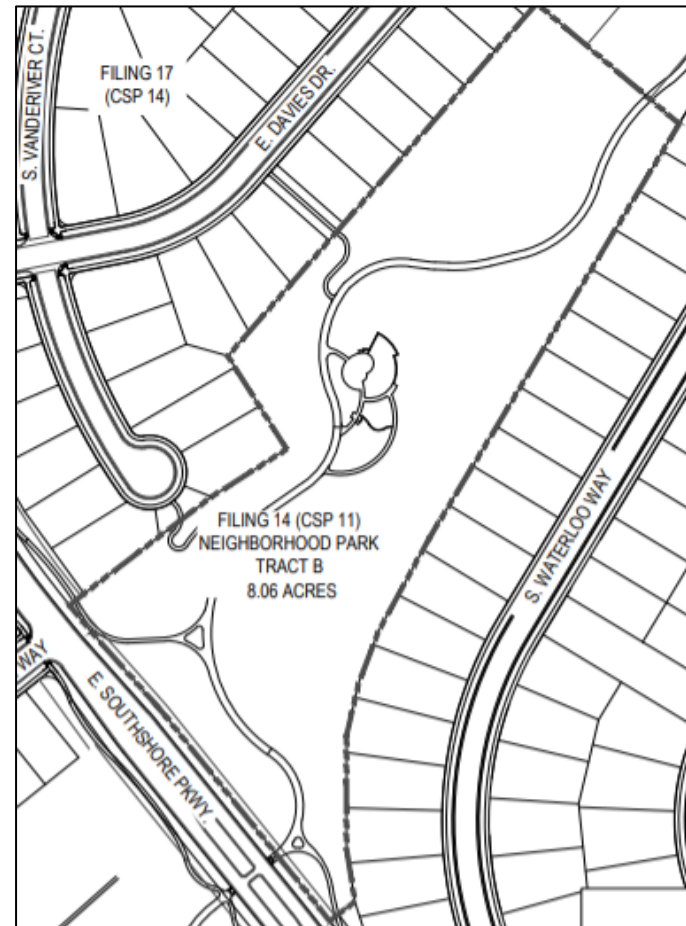


# IGA with Southshore Metro District for Spinnaker Park

## August 2020 Parks, Foundations and Quality of Life

### Purpose of the IGA

For the Southshore Metro District to fund and execute all maintenance required on site.





**IGA with Southshore Metro District for Spinnaker Park**  
August 2020 Parks, Foundations and Quality of Life

# QUESTIONS?





# EXHIBIT B

## SOUTHSHORE METRO DISTRICT FILING 14 PARK ASSETS

SOUTHSHORE RECOVERY ACQUISITION LLC.  
1250 Avenue of the Americas, 50th Fl  
New York, NY 10020  
c/o RainTree Investment Corp.  
303.267.6195

### DRAWING INDEX

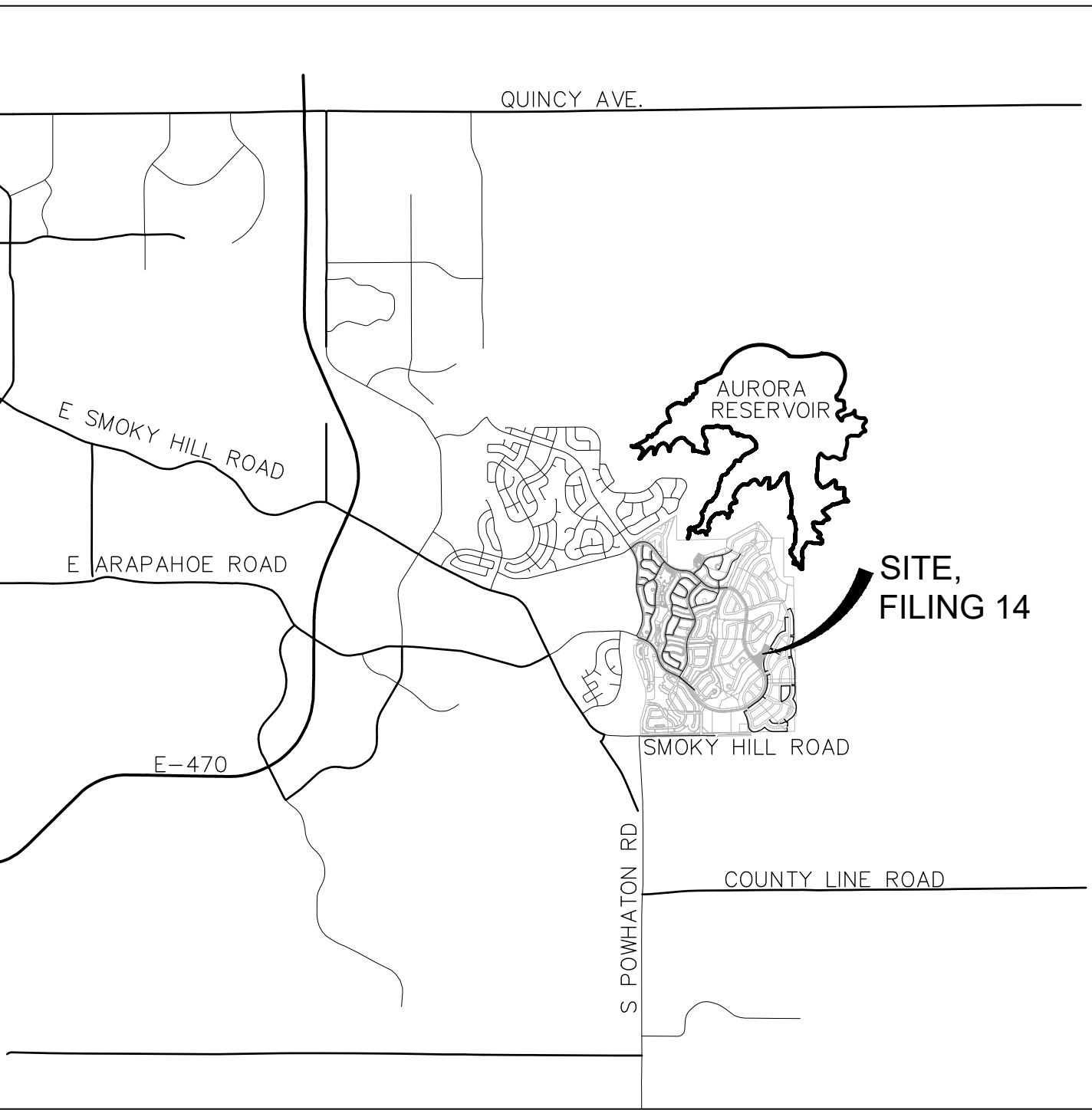
TS	TITLE SHEET
L-01	LANDSCAPE PLAN
L-02	LANDSCAPE PLAN
L-03	LANDSCAPE PLAN
L-04	LANDSCAPE PLAN
L-05	LANDSCAPE PLAN
LD1	LANDSCAPE DETAILS
LD2	LANDSCAPE DETAILS
LD3	LANDSCAPE DETAILS
LD4	LANDSCAPE DETAILS

THIS EXHIBIT IS FOR THE SOLE PURPOSE AND USE RELATED TO THE APPROVED INTERGOVERNMENTAL AGREEMENT, DATED: XX/XX/XX.

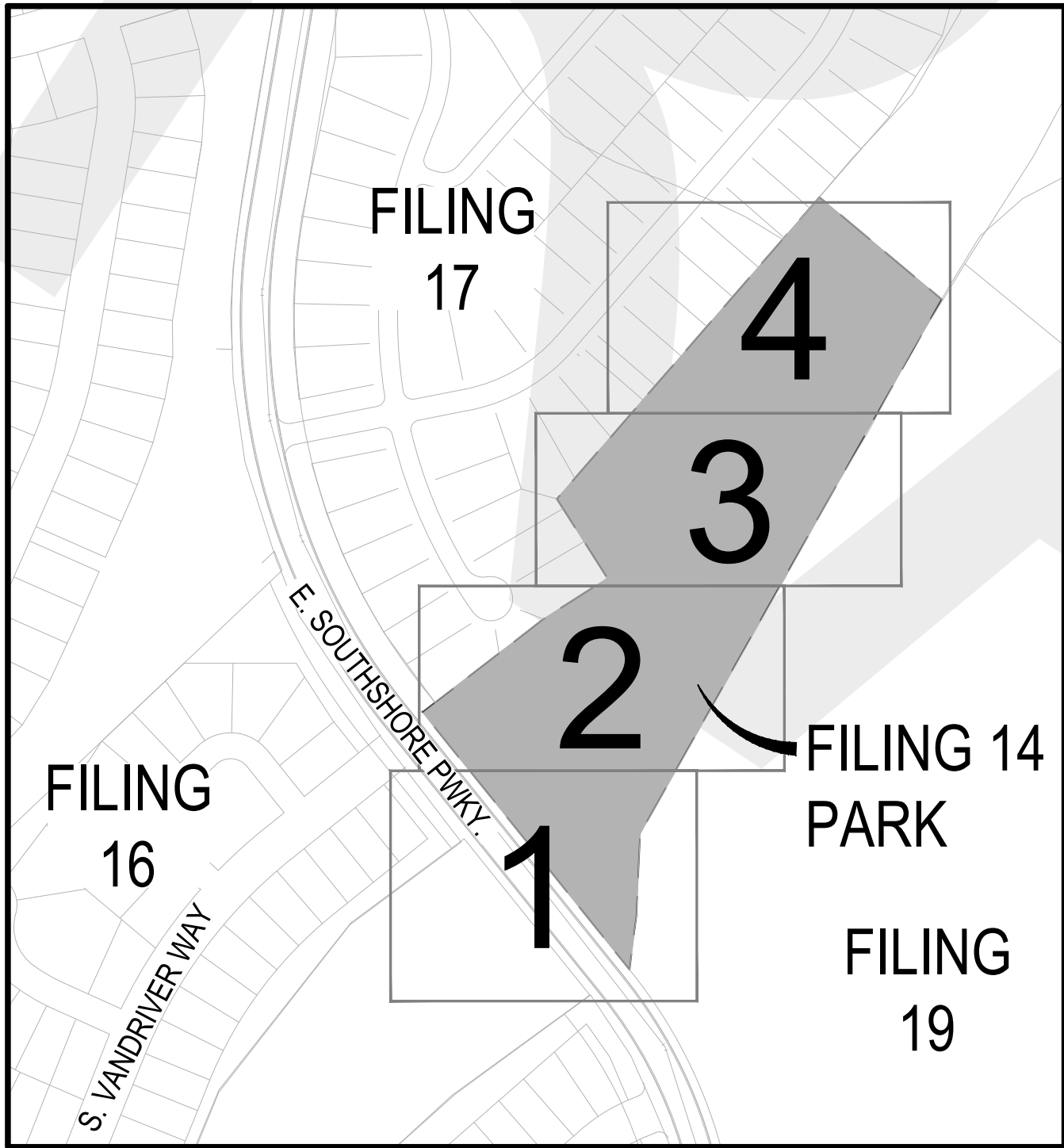
THE PROPOSED MATERIALS AND ELEMENTS CONTAINED WITHIN THIS DOCUMENT, FURTHER REFERRED TO AS THE "ASSETS", IDENTIFY WHAT IS PROVIDED, INSTALLED AND MAINTAINED BY THE SOUTHSHORE METRO DISTRICT IN PERPETUITY.

THESE ASSETS INCLUDE ALL ELEMENTS (INCLUDING BOTH ABOVE AND BELOW GROUND) OF THE FOLLOWING:

- CONCRETE FLATWORK
- SOD
- NATIVE SEED GRASS
- PLANT MATERIAL
- RECLAIMED WATER IRRIGATION SYSTEM
- PLAY STRUCTURES AND SHELTERS
- SITE FURNISHINGS
- LANDSCAPE MATERIAL



VICINITY MAP  
NOT TO SCALE



KEY MAP  
NOT TO SCALE



Prepared By:



Prepared For:



MAY 6TH, 2020  
SOUTHSHORE METRO DISTRICT FILING 14 PARK ASSETS





**EXHIBIT B**  
SOUTHSHORE METRO DISTRICT FILING 14 PARK ASSETS  
AURORA, COLORADO

**OWNER:**  
Southshore Recovery Acquisition LLC  
Mr. Jon Shumaker  
1250 Avenue of the Americas, 50th Fl  
New York, NY 10020

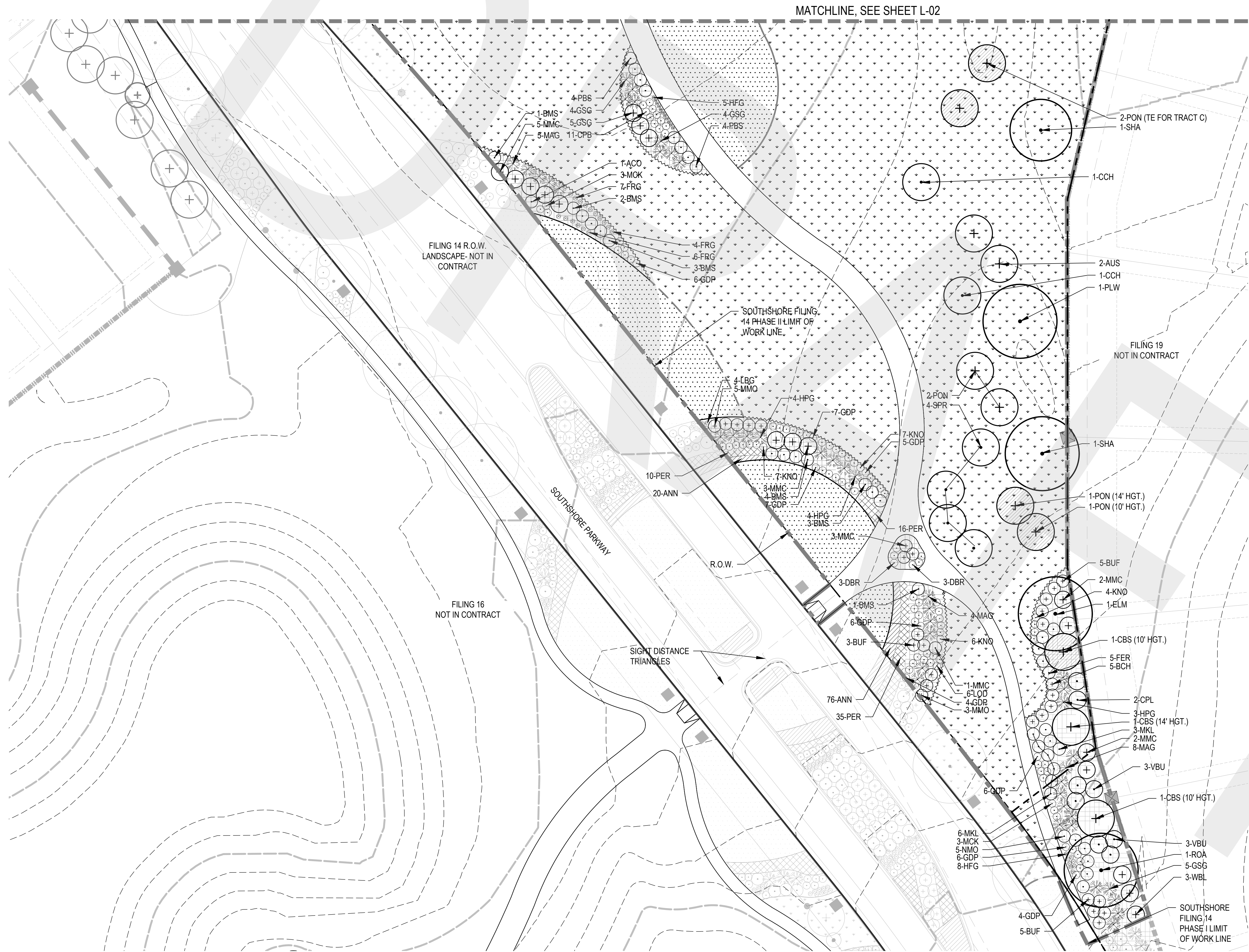
c/o RainTree Investment Corp.  
Contact: Jerry Richmond  
303-267-6195



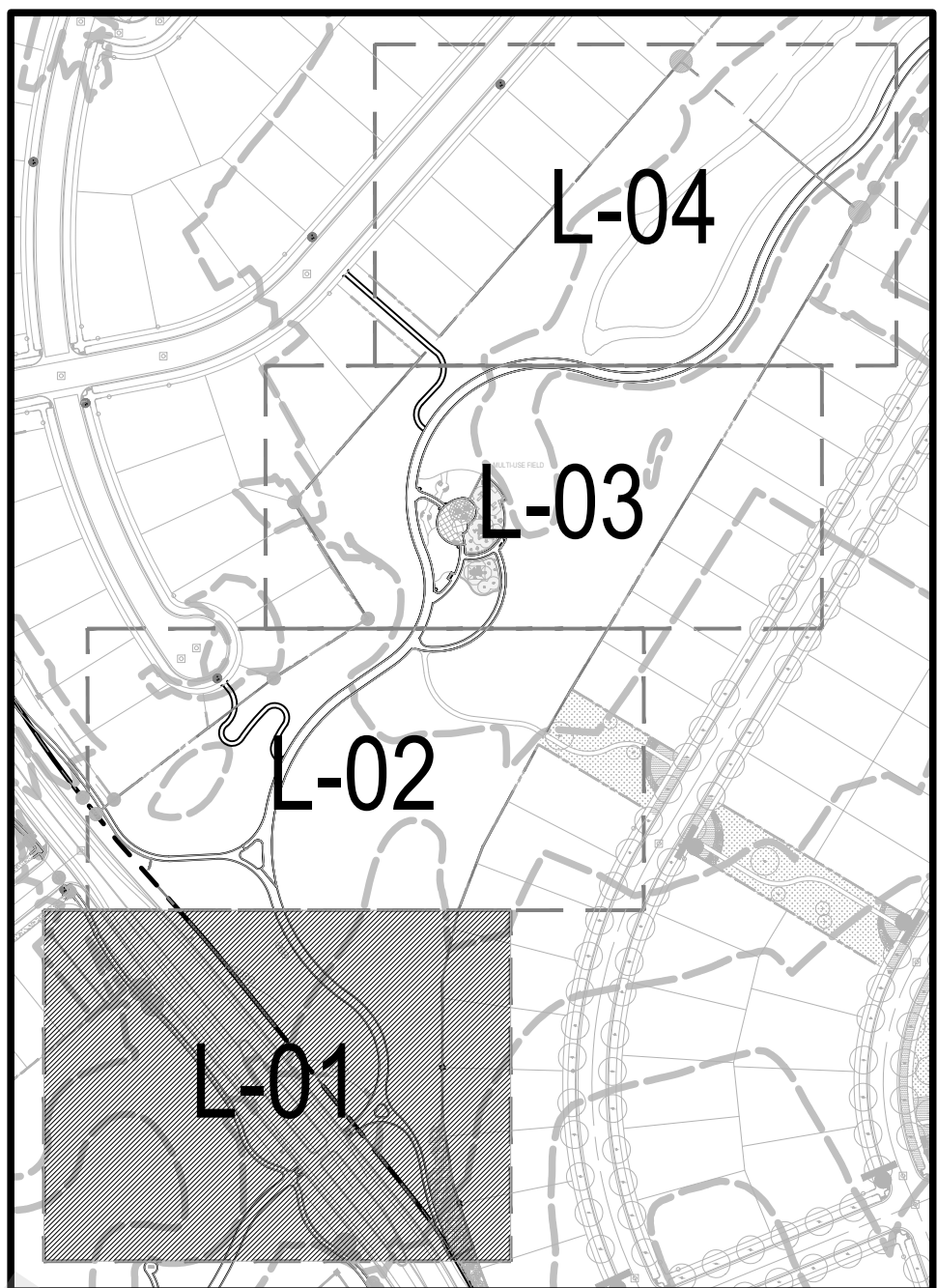
**DATE:**  
EXHIBIT B - 05-06-2020

**SHEET TITLE:**  
LANDSCAPE  
PLAN

L-01

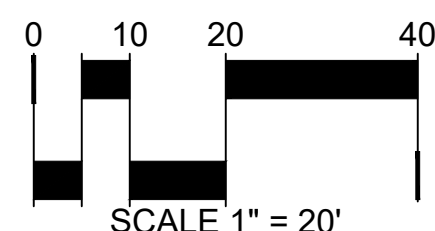


KEY MAP

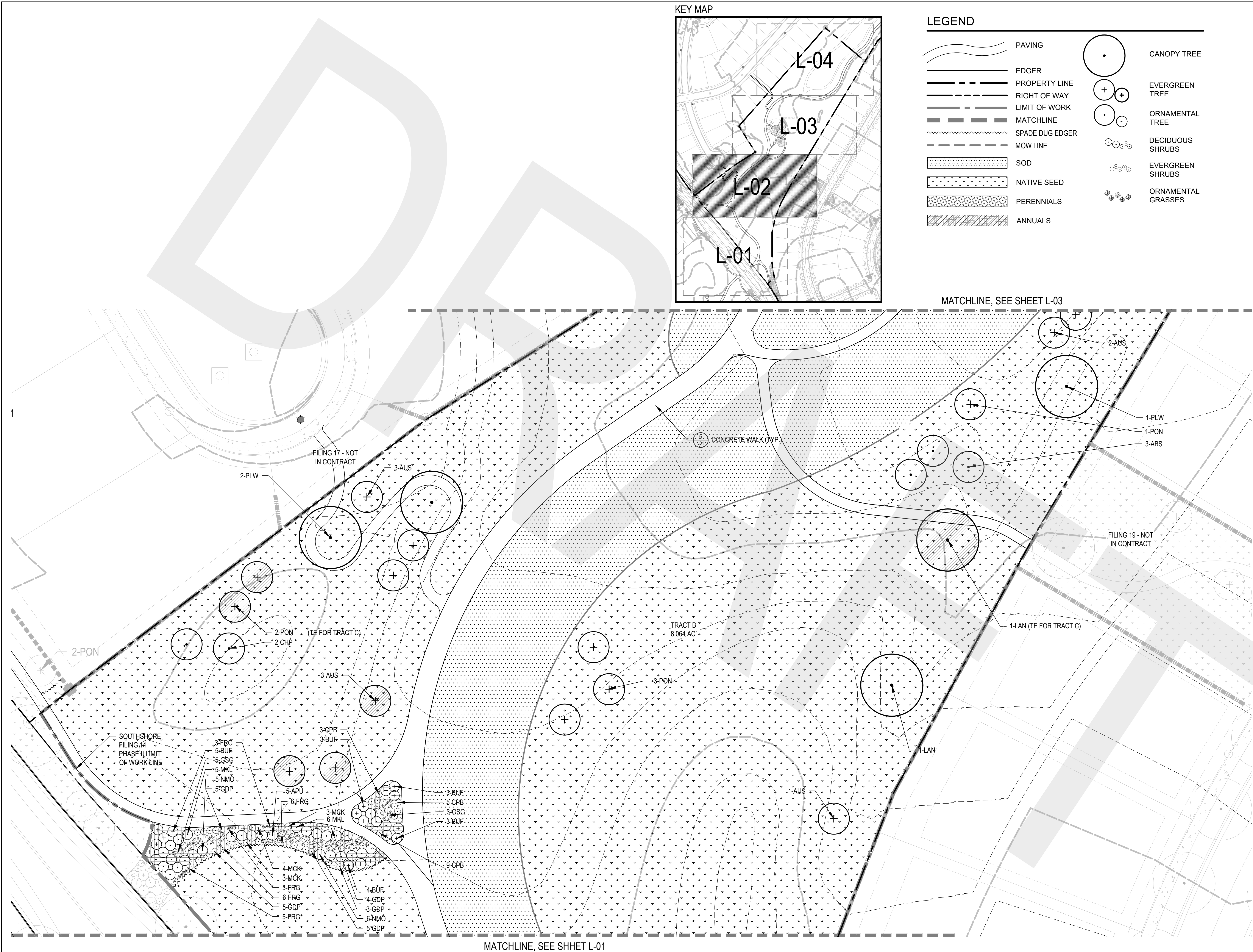


**LEGEND**

	PAVING		CANOPY TREE
	EDGER		EVERGREEN TREE
	PROPERTY LINE		ORNAMENTAL TREE
	RIGHT OF WAY		DECIDUOUS SHRUBS
	LIMIT OF WORK		EVERGREEN SHRUBS
	MATCHLINE		ORNAMENTAL GRASSES
	SPADE DUG EDGER		
	MOW LINE		
	SOD		
	NATIVE SEED		
	PERENNIALS		
	ANNUALS		



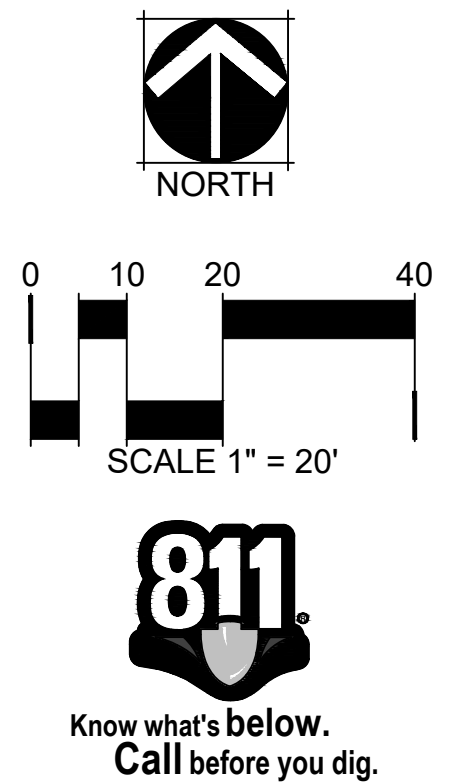




KEY MAP

LEGEND

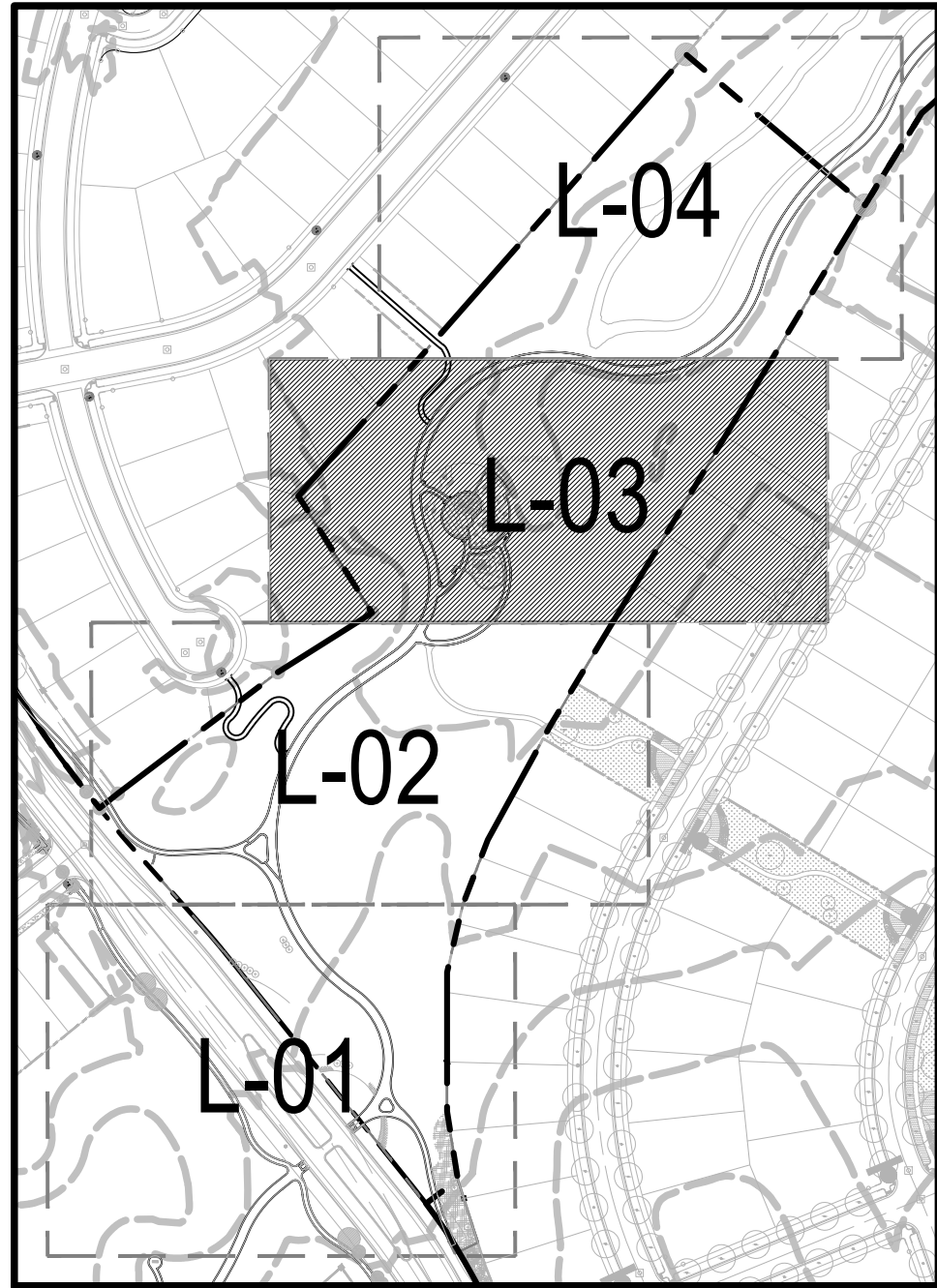
- |  |                 |  |                    |
|--|-----------------|--|--------------------|
|  | PAVING          |  | CANOPY TREE        |
|  | EDGER           |  | EVERGREEN TREE     |
|  | PROPERTY LINE   |  | ORNAMENTAL TREE    |
|  | RIGHT OF WAY    |  | DECIDUOUS SHRUBS   |
|  | LIMIT OF WORK   |  | EVERGREEN SHRUBS   |
|  | MATCHLINE       |  | ORNAMENTAL GRASSES |
|  | SPADE DUG EDGER |  |                    |
|  | MOW LINE        |  |                    |
|  | SOD             |  |                    |
|  | NATIVE SEED     |  |                    |
|  | PERENNIALS      |  |                    |
|  | ANNUALS         |  |                    |







KEY MAP



LEGEND

	PAVING		CANOPY TREE
	EDGER		EVERGREEN TREE
	PROPERTY LINE		ORNAMENTAL TREE
	RIGHT OF WAY		DECIDUOUS SHRUBS
	LIMIT OF WORK		EVERGREEN SHRUBS
	MATCHLINE		ORNAMENTAL GRASSES
	SPADE DUG EDGER		
	MOW LINE		
	SOD		
	NATIVE SEED		
	PERENNIALS		
	ANNUALS		

MATCHLINE, SEE SHEET L-04

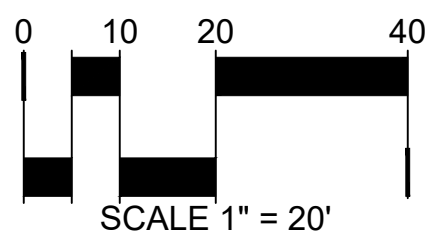
ENLARGED VIEW, RE: SHEET L-05

**MULTI-USE FIELD**

SEE SHEET L-05  
ENLARGEMENT A

FILING 17 - NOT IN  
CONTRACT

CHECKED BY: GB  
DRAWN BY: NP



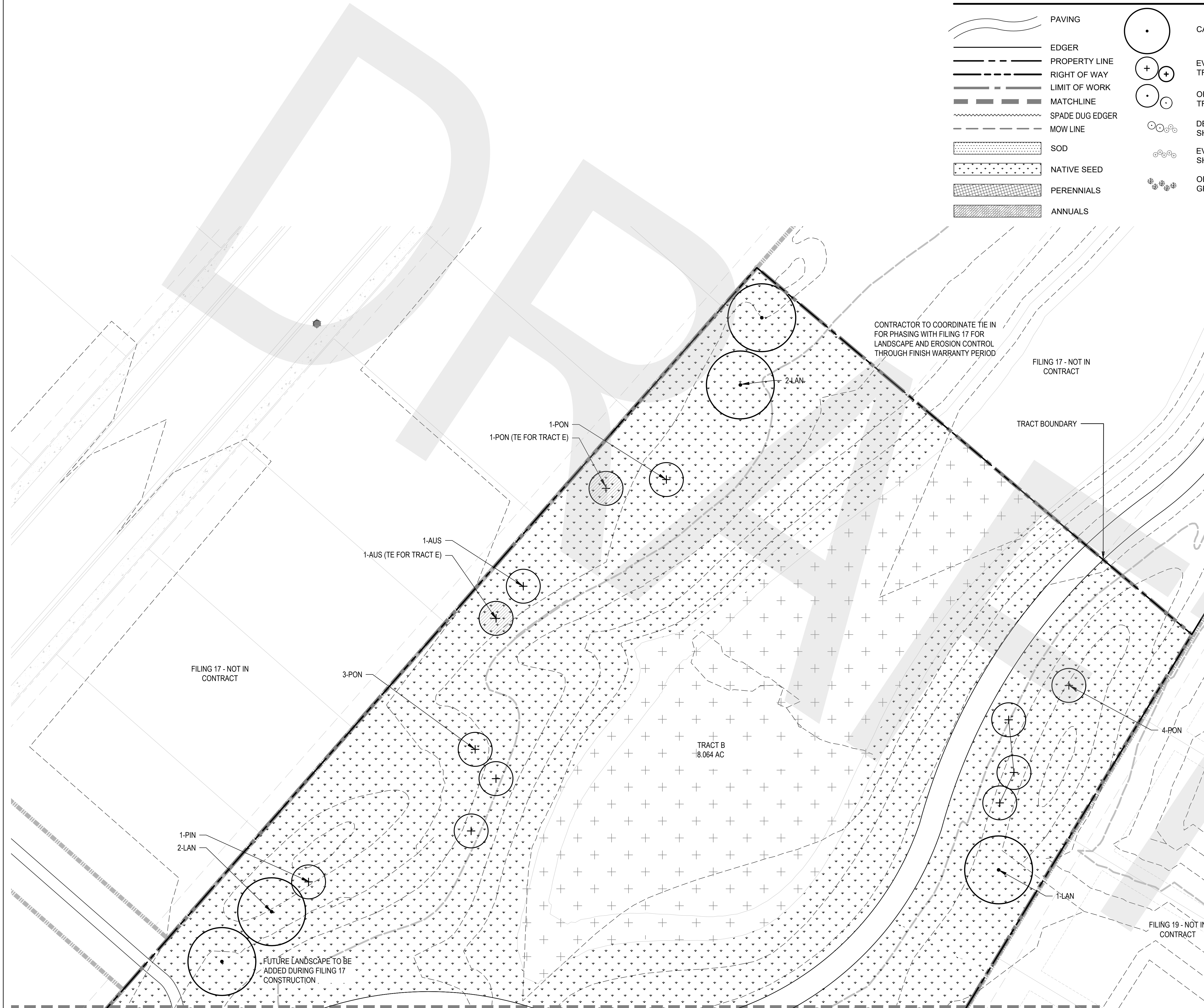
Know what's below.  
Call before you dig.



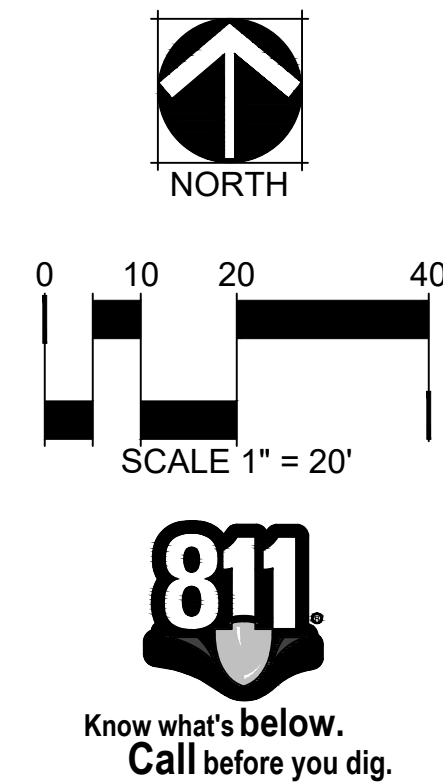
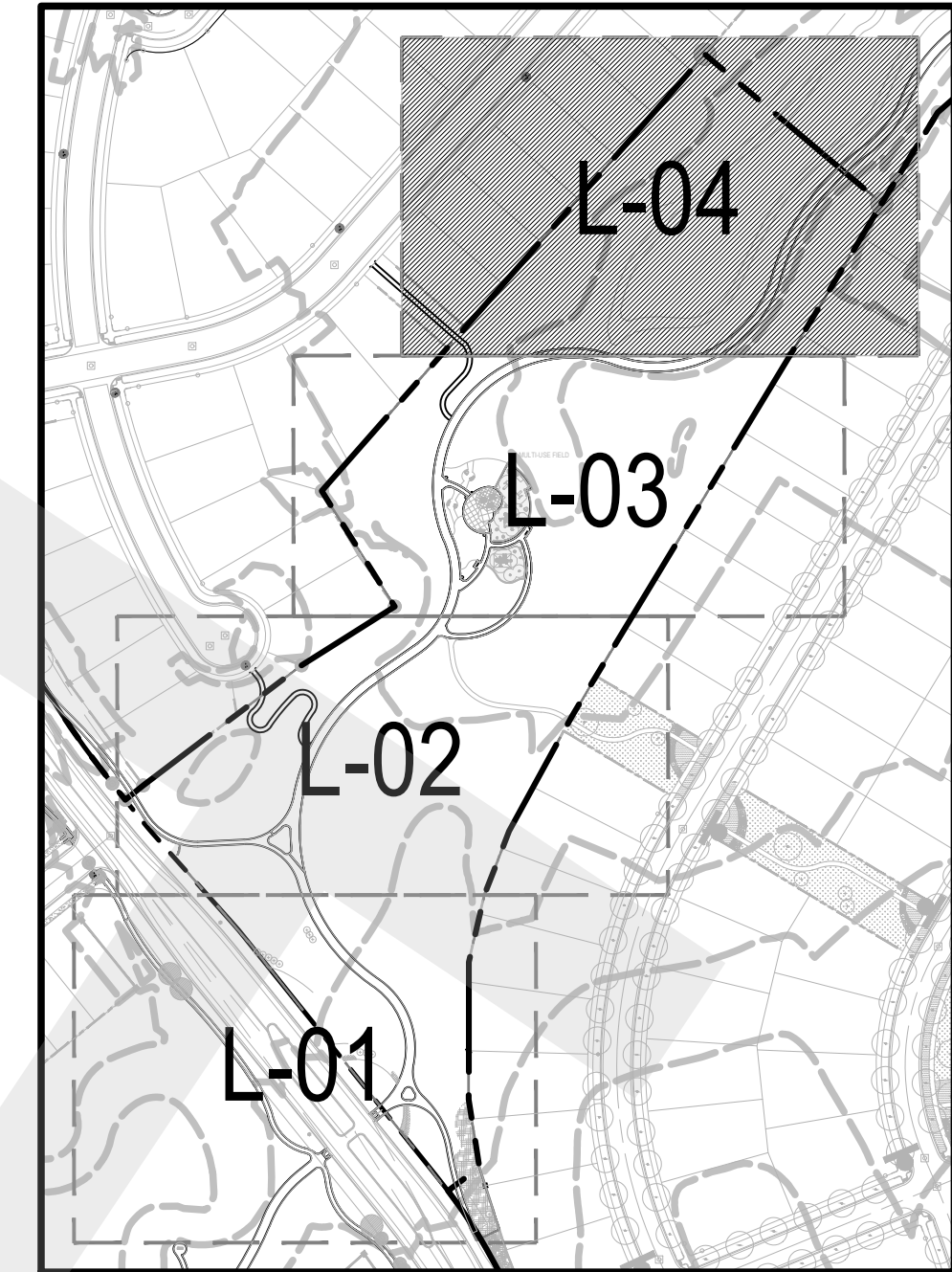


**LEGEND**

	PAVING		CANOPY TREE
	EDGER		EVERGREEN TREE
	PROPERTY LINE		ORNAMENTAL TREE
	RIGHT OF WAY		DECIDUOUS SHRUBS
	LIMIT OF WORK		EVERGREEN SHRUBS
	MATCHLINE		ORNAMENTAL GRASSES
	SPADE DUG EDGER		
	MOW LINE		
	SOD		
	NATIVE SEED		
	PERENNIALS		
	ANNUALS		

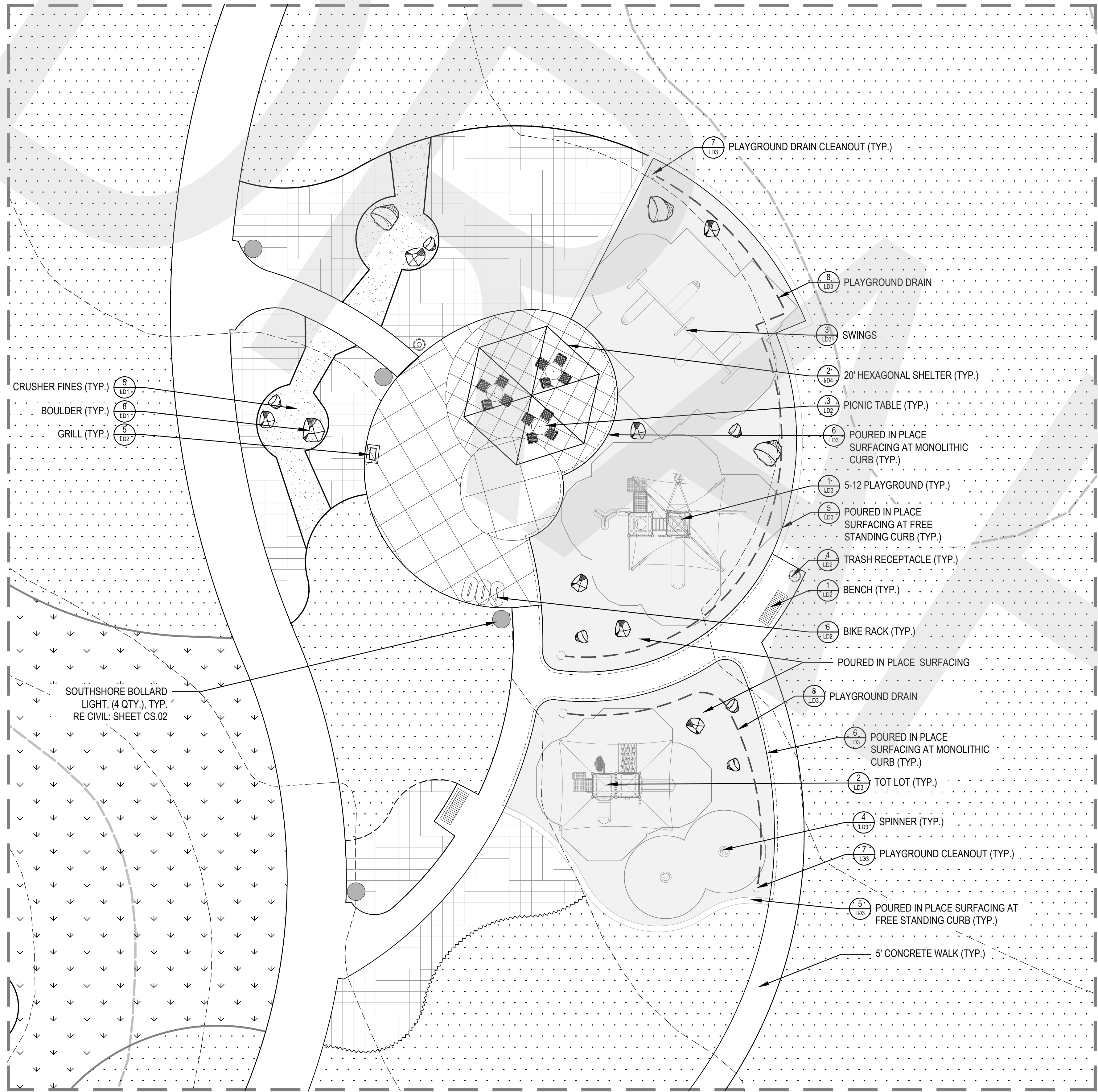


**KEY MAP**





CHECKED BY: GB  
DRAWN BY: NP



LEGEND

- |  |   |  |                    |
|--|---|--|--------------------|
|  | PAVING  |  | CANOPY TREE        |
|  | EDGER   |  | EVERGREEN TREE     |
|  | PROPERTY LINE   |  | ORNAMENTAL TREE    |
|  | RIGHT OF WAY  |  | DECIDUOUS SHRUBS   |
|  | LIMIT OF WORK   |  | EVERGREEN SHRUBS   |
|  | MATCHLINE   |  | ORNAMENTAL GRASSES |
|  | SPADE DUG EDGER   |  |                    |
|  | MOW LINE  |  |                    |
|  | SOD   |  |                    |
|  | NATIVE SEED   |  |                    |
|  | PERENNIALS  |  |                    |
|  | ANNUALS   |  |                    |
|  | CRUSHER FINES   |  |                    |
|  | POURED IN PLACE SURFACING: 100% SKY BLUE COLOR, BY SURFACE AMERICA, AVAILABLE LOCALLY THROUGH RECREATION PLUS, LTD, CONTACT CATHY WEISSBERG, 303-278-1455 |  |                    |

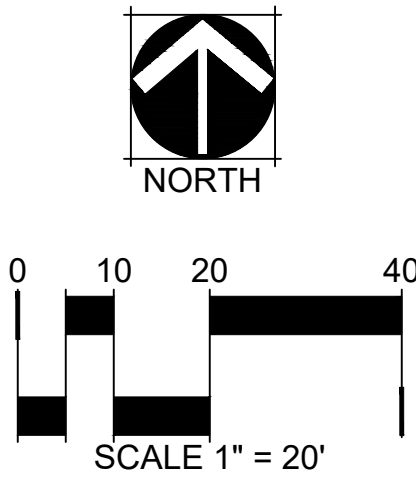
**EXHIBIT B**  
SOUTHSHORE METRO DISTRICT FILING 14 PARK ASSETS  
AURORA, COLORADO

**OWNER:**  
Southshore Recovery Acquisition LLC  
Mr. Jon Shumaker  
1250 Avenue of the Americas, 50th Fl  
New York, NY 10020  
  
c/o RainTree Investment Corp.  
Contact: Jerry Richmond  
303-267-6195

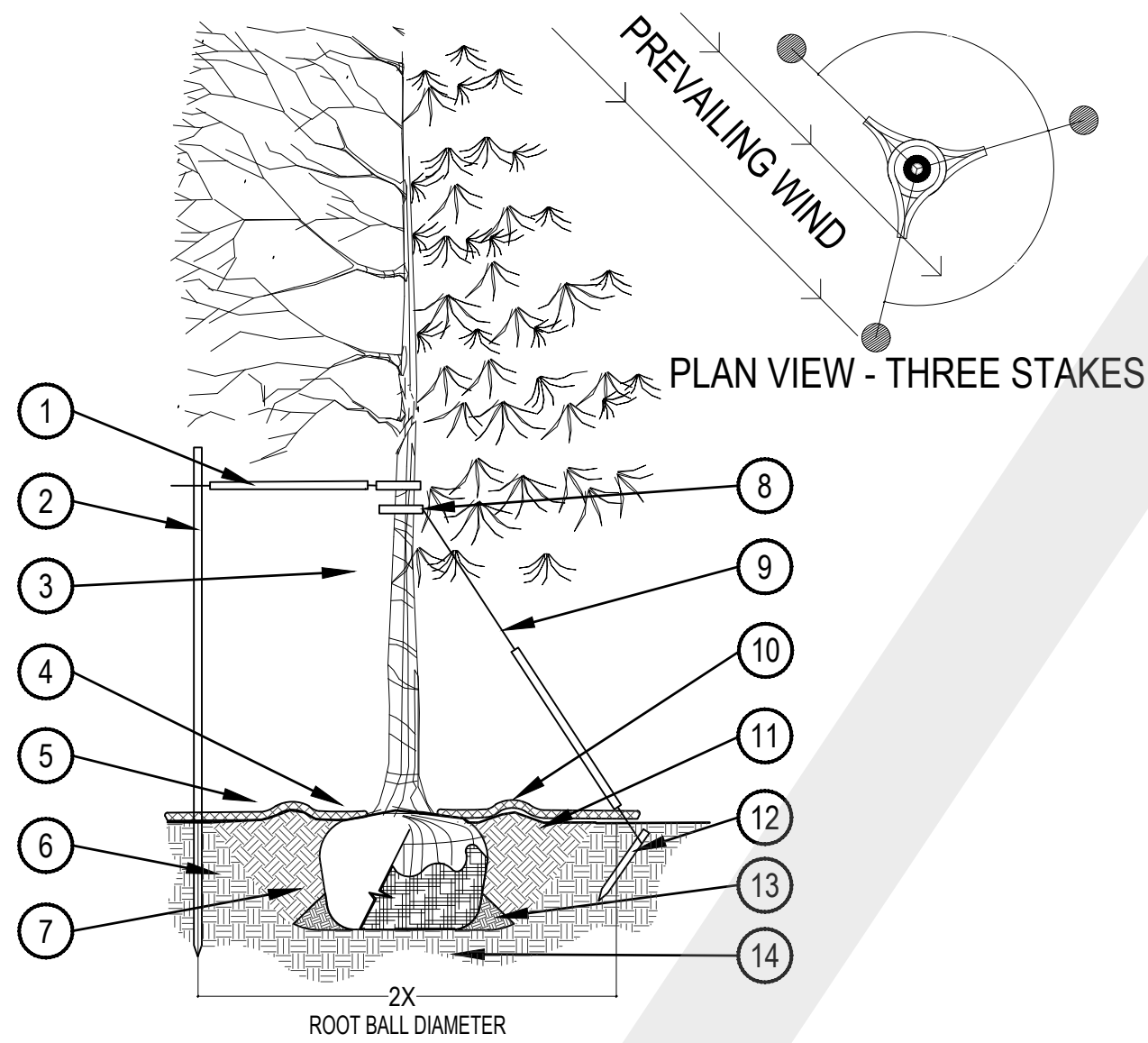


**DATE:**  
EXHIBIT B - 05-06-2020

**SHEET TITLE:**  
LANDSCAPE  
ENLARGEMENT

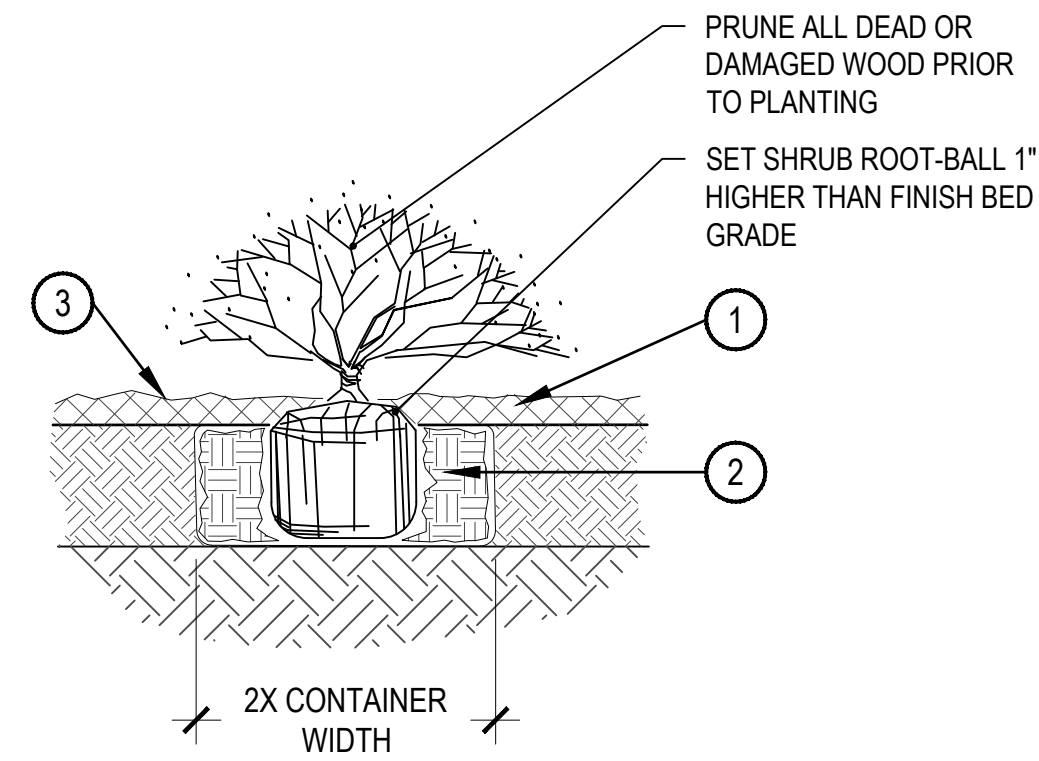






- PRUNING NOTES:**
- ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
  - DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
- STAKING NOTES:**
- STAKE TREES PER FOLLOWING SCHEDULE, THEN REMOVE AT END OF FIRST GROWING SEASON.
    - 1-1/2" CALIPER SIZE - MIN. 1 STAKE ON SIDE OF PREVAILING WIND (GENERALLY N.W. SIDE)
    - 1-3/4" - 3" CALIPER SIZE - MIN. 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE (OR PREVAILING WIND SIDE AND 180° FROM THAT SIDE)
    - 3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM
  - WIRE OR CABLE SHALL BE MIN. 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.

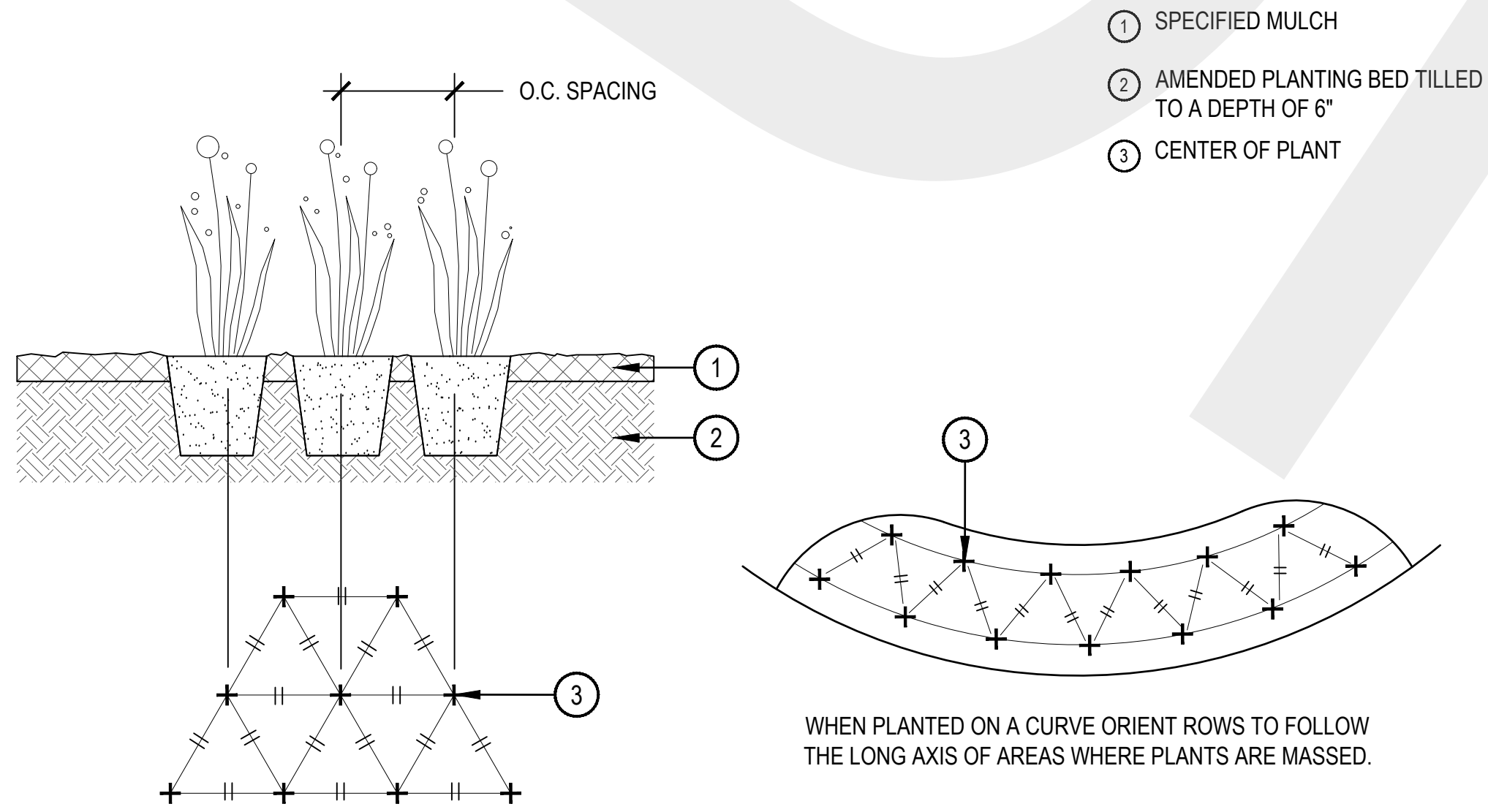
- PLACE MIN. 1/2" PVC PIPE AROUND EACH WIRE. EXPOSED WIRE SHALL BE MAX. 2" EACH SIDE
- 6 FT. UNTREATED WOOD POST (MIN. 1.5" DIAMETER). ALL SHALL BE DRIVEN OUTSIDE ROOTBALL AND IN UNDISTURBED SOIL.
- TREE WRAP TO BE INSTALLED ONLY FROM OCTOBER 1 THROUGH APRIL 30. (DECIDUOUS ONLY)
- PLANT TREE SO THAT FIRST ORDER MAJOR ROOT IS 1"-2" ABOVE FINAL GRADE.
- 3" DEEP MULCH RING PLACED A MINIMUM OF 4 FT. IN DIAMETER. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK (FINISHED GRADE REFERENCES TOP OF MULCH).
- 1:1 SLOPE ON SIDES OF PLANTING HOLE.
- REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM ENTIRE ROOT BALL AND TRUNK
- GROMMETED NYLON STRAPS
- GALVANIZED WIRE, MIN. 12 GAUGE CABLE - TWIST WIRE ONLY TO KEEP FROM SLIPPING.
- 4-6" HIGH WATER SAUCER IN NON-TURF AREAS.
- BACKFILL WITH BLEND OF EXISTING SOIL AND A MAXIMUM 20% (BY VOLUME) ORGANIC MATERIAL. WATER THOROUGHLY WHEN BACKFILLING
- 2 FT. STEEL T-POST. ALL SHALL BE DRIVEN BELOW GRADE AND OUTSIDE ROOTBALL IN UNDISTURBED SOIL.
- PLACE SOIL AROUND ROOT BALL FIRMLY, DO NOT COMPACT OR TAMP. SETTLE SOIL WITH WATER TO FILL ALL AIR POCKETS.
- PLACE ROOT BALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT.



- SPECIFIED MULCH
  - AMENDED SOIL IN PLANTING BED PER SPECIFICATIONS. TILL SOIL TO A DEPTH OF EIGHT INCHES.
  - FINISH GRADE (TOP OF MULCH)
- NOTE:**
- BROKEN OR CRUMBLING ROOT-BALLS WILL BE REJECTED
  - CARE SHOULD BE TAKEN NOT TO DAMAGE THE SHRUB OR ROOT-BALL WHEN REMOVING IT FROM ITS CONTAINER
  - ALL JUNIPERS SHOULD BE PLANTED SO THE TOP OF THE ROOT-BALL OCCURS ABOVE THE FINISH GRADE OF THE MULCH LAYER
  - DIG PLANT PIT TWICE AS WIDE AND HIGH AS THE CONTAINER

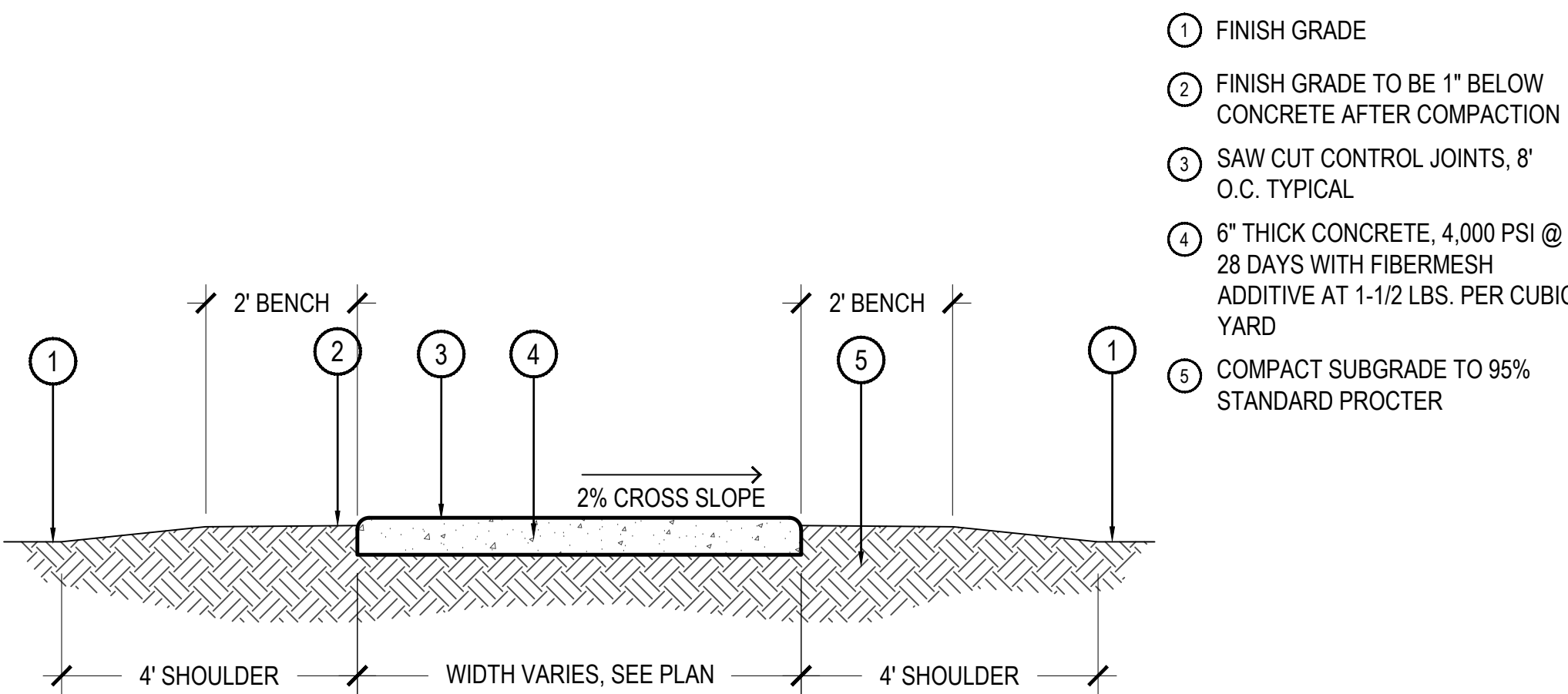
## 1 TREE PLANTING DETAIL

SCALE: 3/16" = 1'-0"



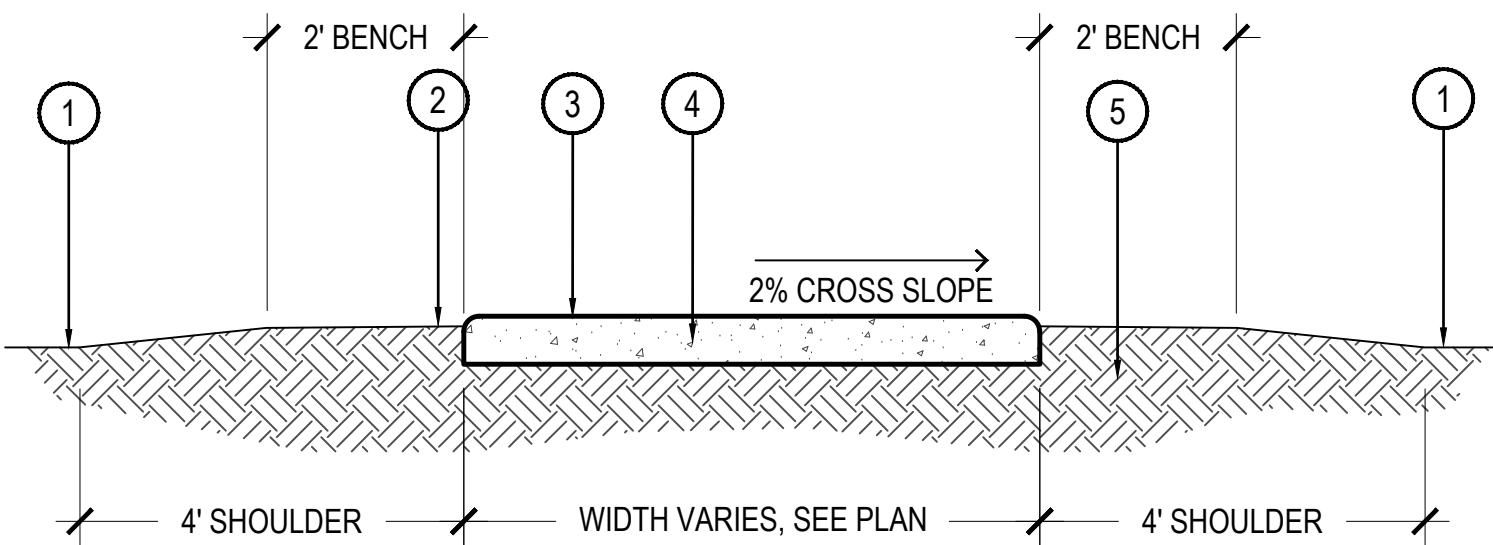
## 3 PERENNIAL PLANT LAYOUT

SCALE: 1" = 1'-0"



## 6 CONCRETE TRAIL (PER CIVIL DRAWINGS)

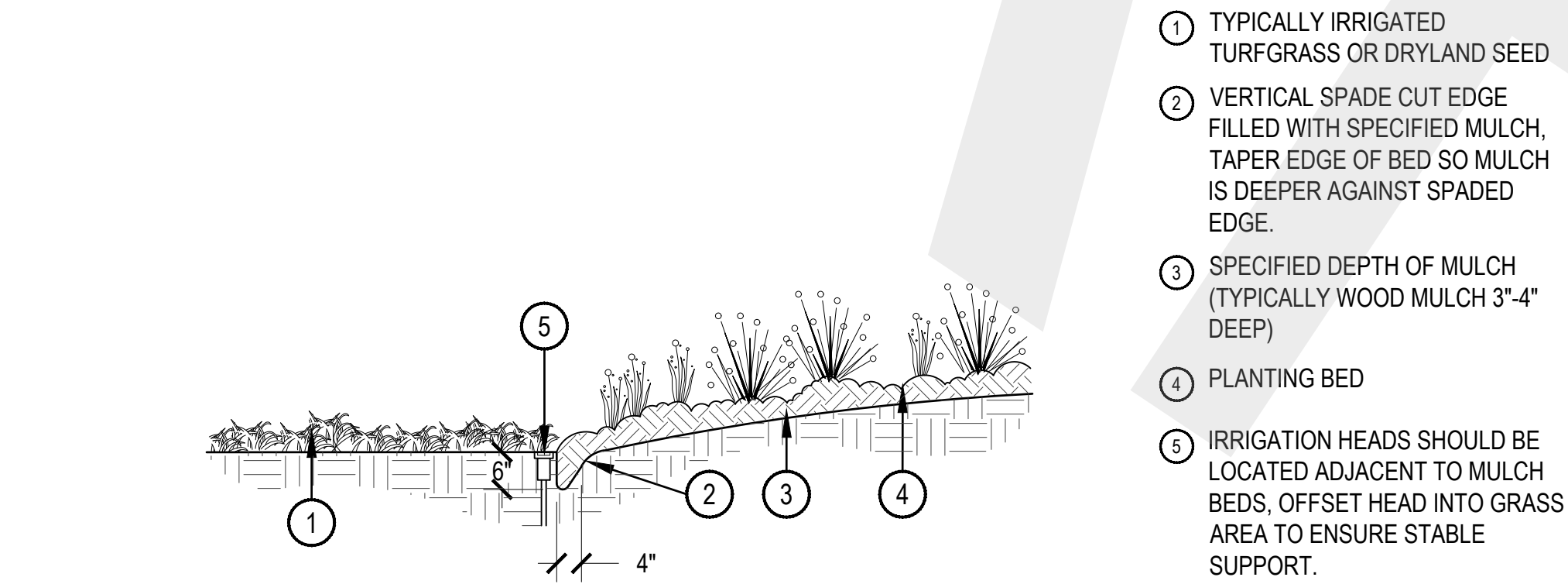
SCALE: 1/2" = 1'-0"



CHECKED BY: GB  
DRAWN BY: NP

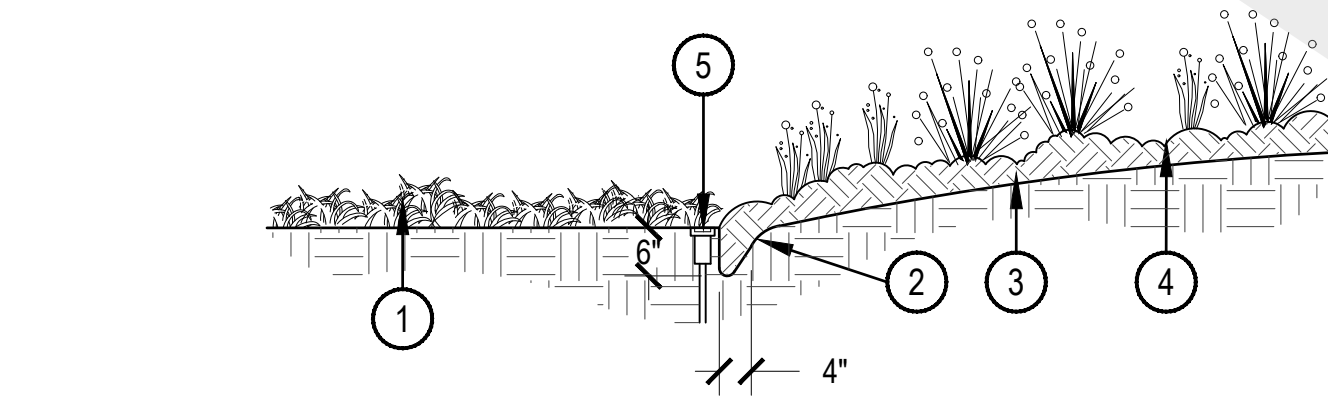
## 4 STEEL EDGER

SCALE: 1" = 1'-0"



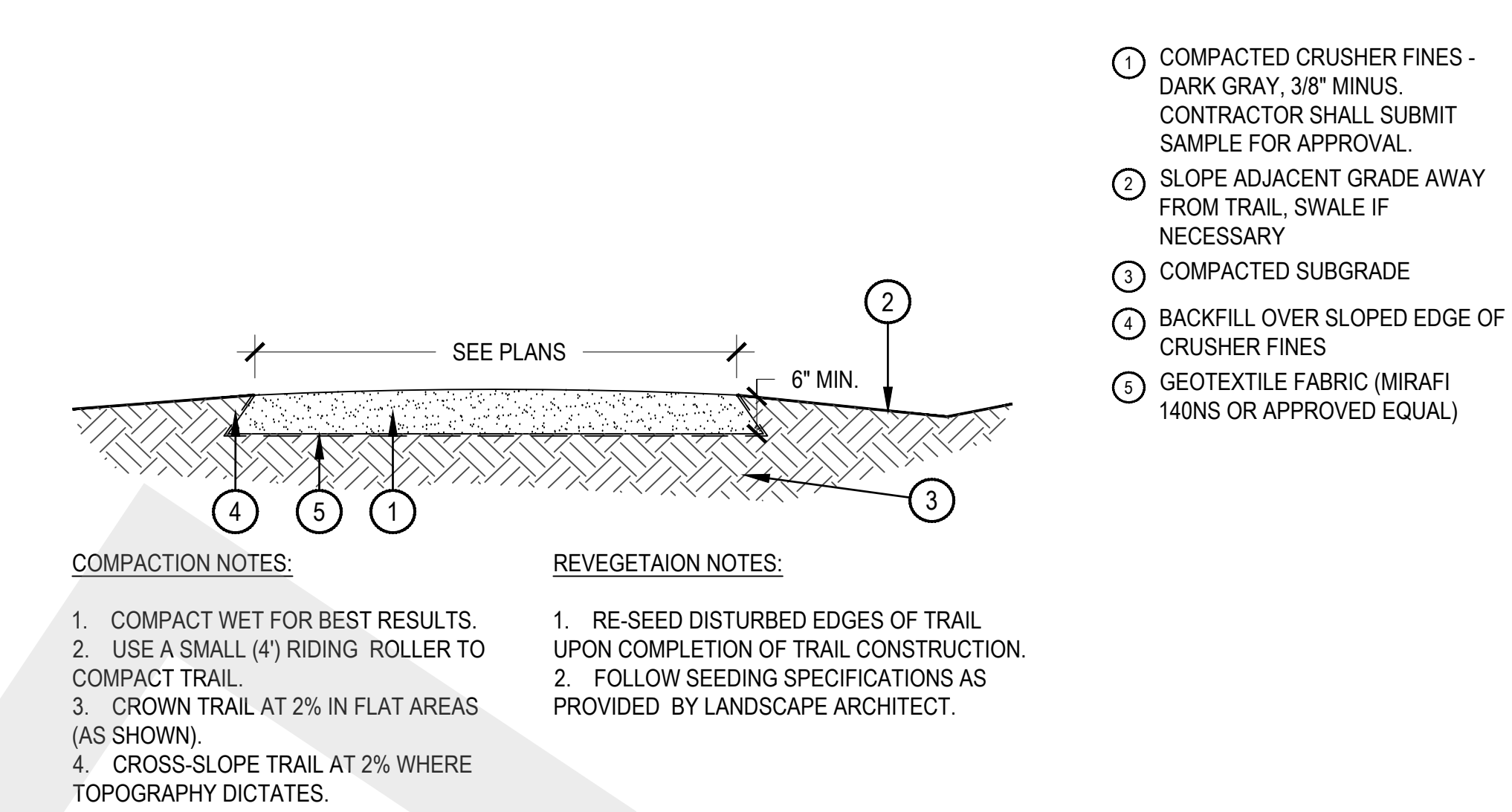
## 7 SPADE DUG EDGER

SCALE: 1/2" = 1'-0"



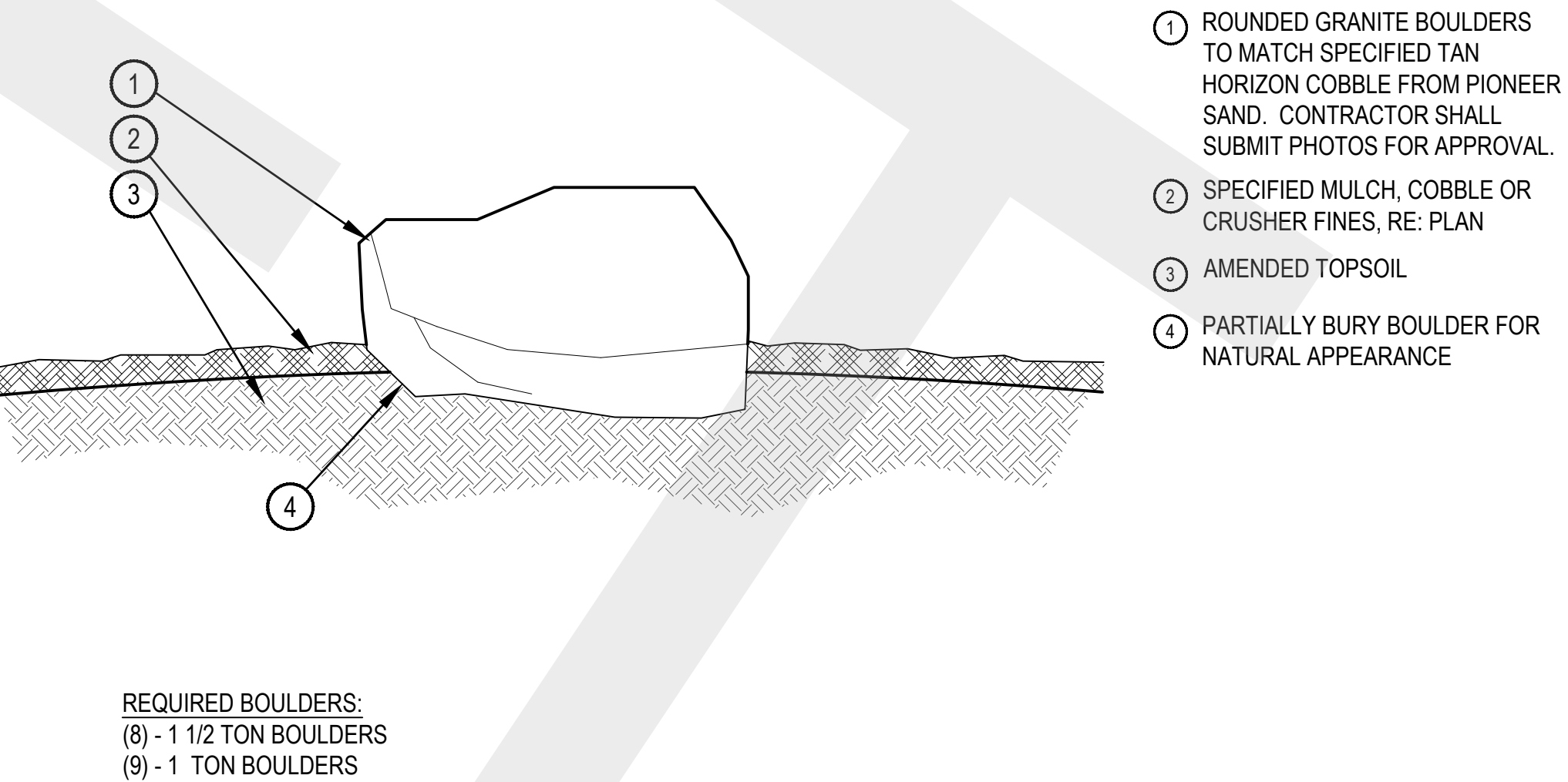
## 2 SHRUB PLANTING

SCALE: 1-1/2" = 1'-0"



## 5 CRUSHER FINES TRAIL

SCALE: 3/4" = 1'-0"



## 8 BOULDER

SCALE: 3/4" = 1'-0"





KEYSTONE RIDGE  
DESIGNS

KEYSTONE RIDGE DESIGNS (OR  
APPROVED EQUAL)

PRODUCT: RB26

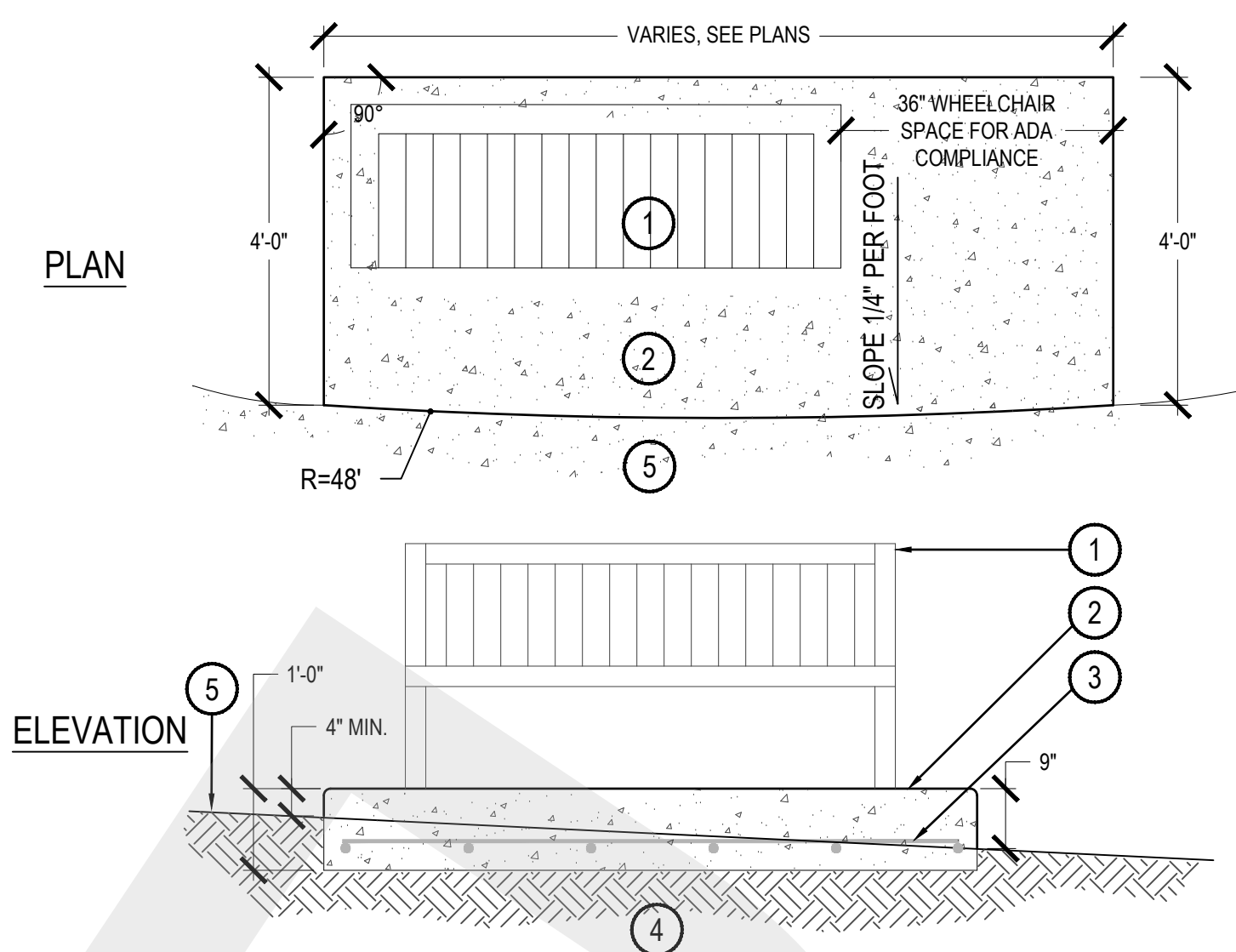
DESCRIPTION: ROBINSON BENCH  
WITH BACK 6 FT

SIZE: 72" LENGTH, 24 $\frac{1}{2}$ " WIDTH, 31 $\frac{7}{16}$ "  
HEIGHT

MATERIALS: POLYESTER POWDER  
COATED CAST ALUMINUM, LPE  
HARDWOOD SLATS  
COLOR: BLACK

SURFACE MOUNT; PROVIDE 6" THICK,  
5' LONG X 3' WIDE CONCRETE PAD  
WHEN IN CRUSHER FINES

<http://www.keystoneridgedesigns.com/product.asp?prodid=1750>



- 1 BENCH - CENTER ON SLAB, BACK  
OF BENCH SHALL BE APPROX. 4"  
FROM BACK OF CONCRETE SLAB.  
BENCH SHALL BE SURFACE  
MOUNTED (REF DETAIL 5/LD3  
WHEN MOUNTED IN CRUSHER  
FINES)
- 2 CONCRETE SLAB 12" THICK W/ 1"  
RADIUS ON ALL EXPOSED EDGES.  
CONTRACTOR TO PROVIDE 3' OF  
ADA WHEELCHAIR SPACE,  
MEASURED FROM THE EDGE OF  
MOUNTED BENCH TO END SIDE  
OF CONCRETE PAD.
- 3 #4 REBAR 18" O.C. EACH WAY (3"  
CLEAR MIN. OF EDGE)
- 4 COMPACTED SUB-GRADE PER  
GEOTECH RECOMMENDATIONS
- 5 ADJACENT CONCRETE WALK  
(SHOWN AT MAX OF 5% SLOPE)

CONTACT OWNER'S REP. FOR FINAL  
PLACEMENT AND CONCRETE  
FORMING PRIOR TO INSTALLATION.



NOTE: AS SHOWN OR SIMILAR

ANOVA DESIGNS (OR APPROVED  
EQUAL)

PRODUCT: F1404

SIZE: 75 $\frac{1}{4}$ " LENGTH, 60 $\frac{3}{4}$ " WIDTH, 32"  
HEIGHT

MATERIALS: STEEL FRAME WITH  
POWDER COATED FULLY-WELDED  
COMMERCIAL-GRADE STEEL  
COLOR: BLACK

SURFACE MOUNT

<http://www.anovafurnishings.com>

NOTE: 2 TABLES SHALL RECEIVE 4  
BENCHES, THE THIRD TABLE SHALL  
RECEIVE 3 BENCHES FOR ADA  
ACCESSIBILITY

CONTACT OWNER'S REP. FOR FINAL  
PLACEMENTS PRIOR TO SECURING

1 BENCH

NTS

2 BENCH PAD

SCALE: 1/2" = 1'-0"

3 PICNIC TABLE

NTS



KEYSTONE RIDGE  
DESIGNS

KEYSTONE RIDGE DESIGNS (OR  
APPROVED EQUAL)

PRODUCT: RE3-32

DESCRIPTION: READING ROUND  
LITTER RECEPTACLE 32 GAL

SIZE: 28" LENGTH, 28" WIDTH, 33 $\frac{1}{2}$ "  
HEIGHT

MATERIALS: POLYESTER POWDER  
COATED FULLY-WELDED  
COMMERCIAL-GRADE STEEL  
COLOR: BLACK

SURFACE MOUNT; PROVIDE 6" THICK,  
3' DIA. CONCRETE PAD WHEN IN  
CRUSHER FINES

<http://www.keystoneridgedesigns.com/product.asp?prodid=1141>

NOTE: MATCH EXISTING



MANUFACTURER: PARK TABLES  
KPEGG1929 (OR APPROVED EQUAL)  
DIMENSIONS: 19 $\frac{1}{2}$ " x 29 $\frac{1}{2}$ " x 16 $\frac{1}{2}$ "  
WEIGHT: 145 LBS  
SURFACE SIZE: 320 SQUARE INCHES  
BASE: IN GROUND MOUNT WITH 3 $\frac{1}{2}$ "  
GALVANIZED POST IN CONCRETE AND 360  
DEGREE SWIVEL

<http://www.parktables.com/products/487-covered-grill-shelf-320-square-inch-kpegg1929.aspx>

CONTACT OWNER'S REP. FOR FINAL  
PLACEMENTS PRIOR TO SECURING

5 GRILL

NTS



KEYSTONE RIDGE  
DESIGNS

KEYSTONE RIDGE DESIGNS (OR  
APPROVED EQUAL)

PRODUCT: SNO1-3

DESCRIPTION: SONANCE ONE LOOP  
BIKE RACK CAPACITY 3

SIZE: 29" LENGTH, 5" WIDTH, 42"  
HEIGHT

MATERIALS: POLYESTER POWDER  
COATED FULLY-WELDED CO

COLOR: BLACK

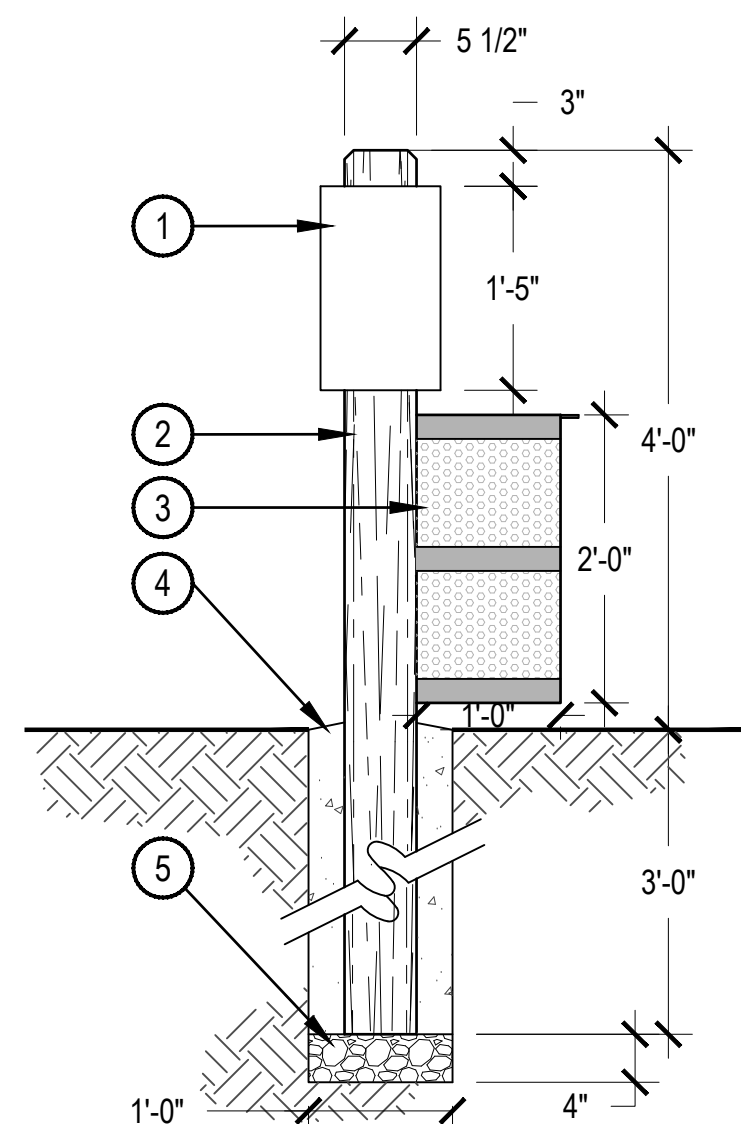
SURFACE MOUNT

<http://www.keystoneridgedesigns.com/product.asp?prodid=1262>

CONTACT OWNER'S REP. FOR FINAL  
PLACEMENTS PRIOR TO SECURING

4 TRASH RECEPTACLE

NTS



- 1 DOG-ON-IT PARKS MUTT MIT  
DISPENSER; ITEM: 7404 (OR  
APPROVED EQUAL)
- 2 4X6 SMOOTH CEDAR WOOD POST  
- STAIN TO MATCH CEDAR  
FENCING
- 3 MUTT MITT 10 GAL. WASTE  
RECEPTACLE IN BLACK POWDER  
COAT FINISH WITH HINGED LID; 16  
GAUGE PERFORATED STEEL.  
MODEL# WR-10-B
- 4 CONCRETE FOOTER
- 5 3/4" ANGULAR ROCK



CHARACTER IMAGE

7 PET PICKUP STATION

SCALE: 3/4" = 1'-0"

**NORRIS DESIGN**  
[www.norris-design.com](http://www.norris-design.com)

1101 Bannock Street  
Denver, Colorado 80204  
P 303.892.1166  
F 303.892.1186

**MARTIN/MARTIN**  
12499 WEST COLFAX AVENUE,  
LAKEWOOD, COLORADO 80215  
303.431.6100  
MARTINMARTIN.COM

**EXHIBIT B**  
SOUTHSHORE METRO DISTRICT FILING 14 PARK ASSETS  
AURORA, COLORADO

**OWNER:**  
Southshore Recovery Acquisition LLC  
Mr. Jon Shumaker  
1250 Avenue of the Americas, 50th Fl  
New York, NY 10020

c/o RainTree Investment Corp.  
Contact: Jerry Richmond  
303-267-6195



**SOUTHSHORE**

DATE:  
EXHIBIT B - 05-06-2020

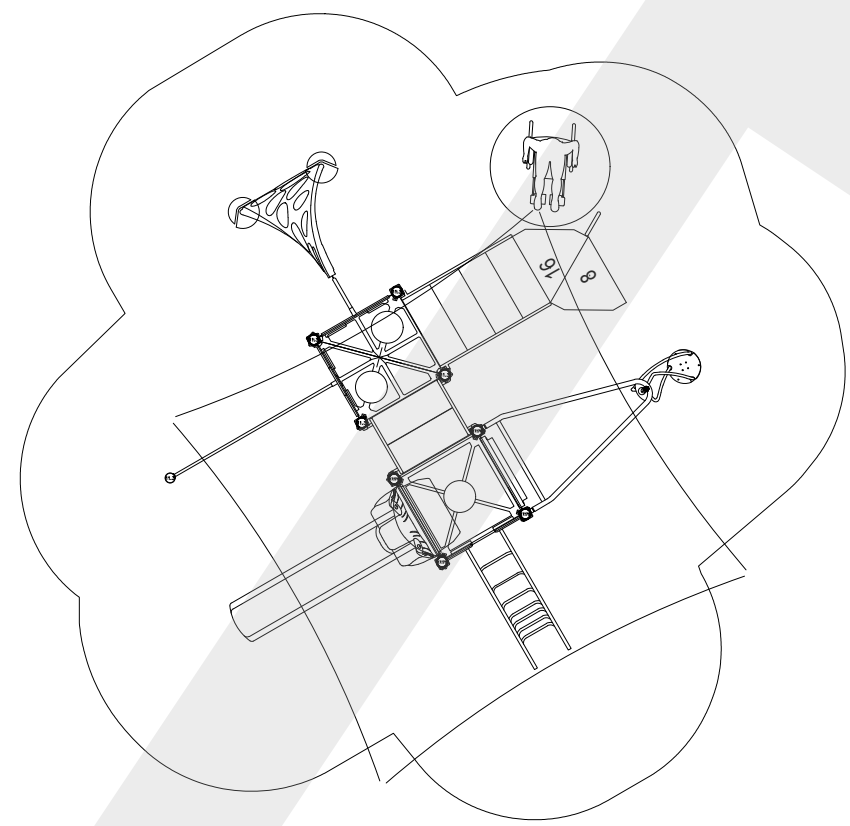
SHEET TITLE:  
LANDSCAPE  
DETAILS

**811**  
Know what's below.  
Call before you dig.

LD2

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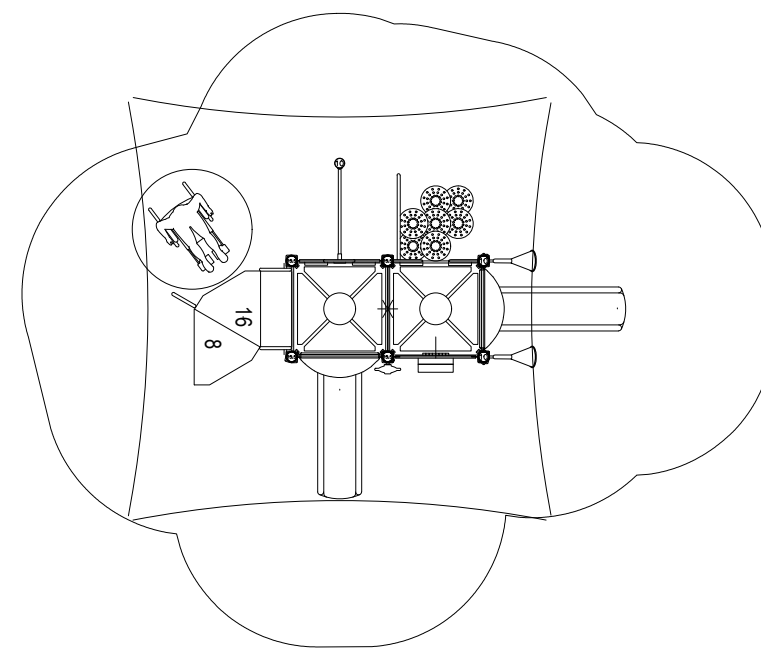


CHARACTER IMAGE FOR INTENT ONLY

MANUFACTURER: LITTLE TIKES  
MODEL: CUSTOM KIDBUILDER  
COLOR:  
PLASTICS - CHARTREUSE  
POST/ACCENT - LIME  
FABRIC - YELLOW  
VINYL - CHARCOAL

CONTACT: CATHY WEISSBERG  
RECREATION PLUS  
303-278-1455

OR APPROVED EQUAL



CHARACTER IMAGE FOR INTENT ONLY

MANUFACTURER: LITTLE TIKES  
MODEL: CUSTOM KIDBUILDER  
COLOR:  
PLASTICS - CHARTREUSE  
POST/ACCENT - LIME  
FABRIC - YELLOW  
VINYL - CHARCOAL

CONTACT: CATHY WEISSBERG  
RECREATION PLUS  
303-278-1455

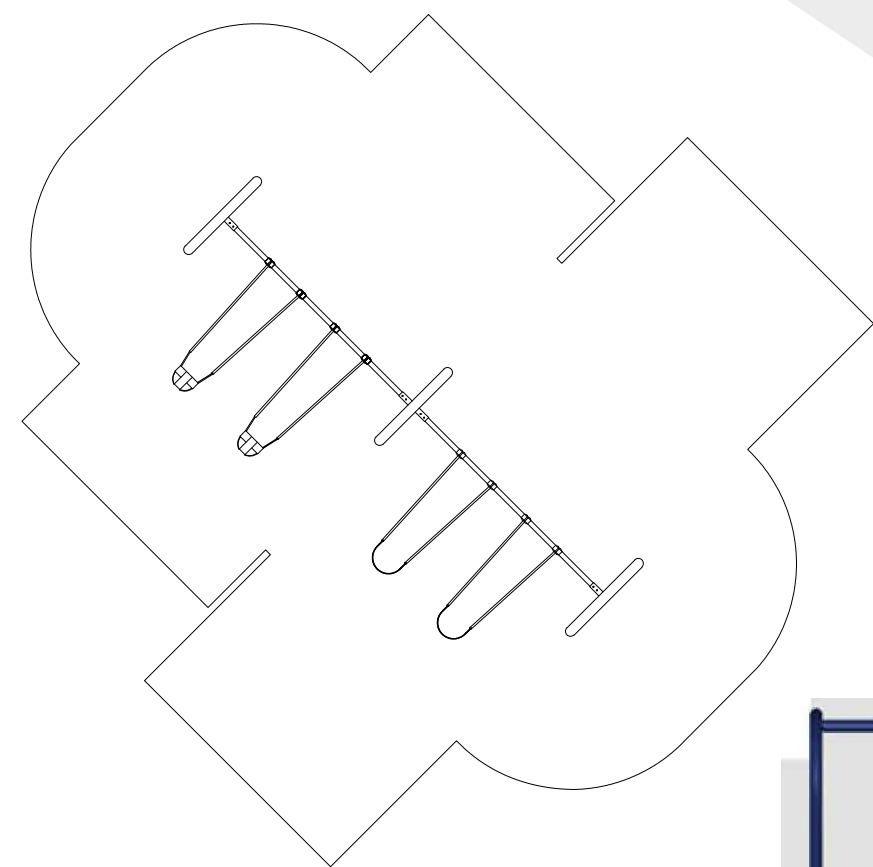
OR APPROVED EQUAL

**NORRIS DESIGN**  
www.norris-design.com

1101 Bannock Street  
Denver, Colorado 80204  
P 303.892.1166  
F 303.892.1186

**MARTIN/MARTIN**  
12499 WEST COLFAX AVENUE,  
LAKEWOOD, COLORADO 80215  
303.431.6100  
MARTINMARTIN.COM

## 1 5-12 PLAYGROUND



CHARACTER IMAGE FOR INTENT ONLY

MANUFACTURER: LITTLE TIKES  
MODEL: MAX PLAY SWING  
COLOR:  
PLASTICS - CHARTREUSE  
POST/ACCENT - LIME  
BELLY SWING - RED

CONTACT: CATHY WEISSBERG  
RECREATION PLUS  
303-278-1455  
OR APPROVED EQUAL



CHARACTER IMAGE FOR INTENT ONLY  
NOTE: AS SHOWN OR SIMILAR

MANUFACTURE: LITTLE TIKES  
SOLO SPINNER  
(OR APPROVED EQUAL)

PRODUCT: #200201870

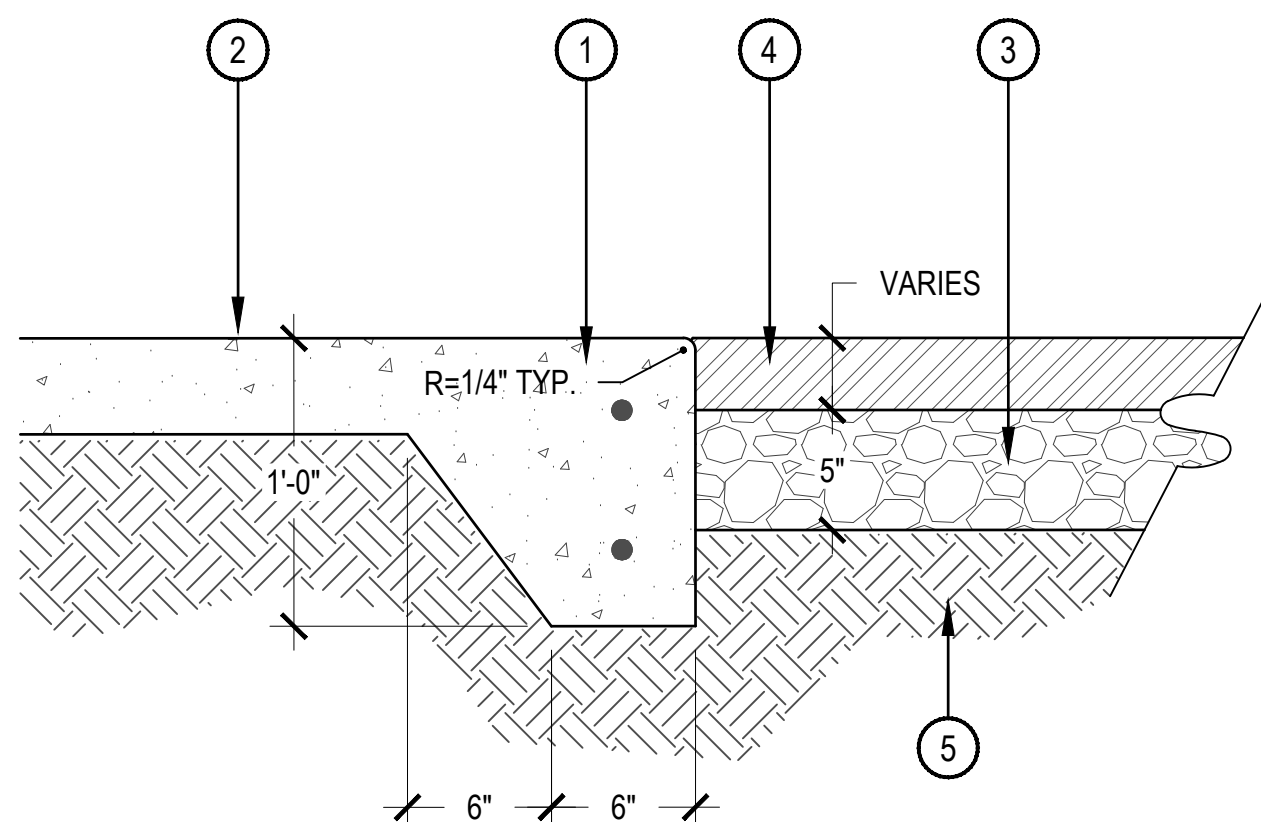
SIZE: 14" DIAMETER

COLOR:  
PLASTICS - CHARTREUSE  
POST/ACCENT - LIME

CONTRACT: CATHY WEISSBERG  
RECREATION PLUS  
303-278-1455

OR APPROVED EQUAL  
CONTACT OWNER'S REP. FOR FINAL  
PLACEMENTS PRIOR TO SECURING

## 3 SWINGS

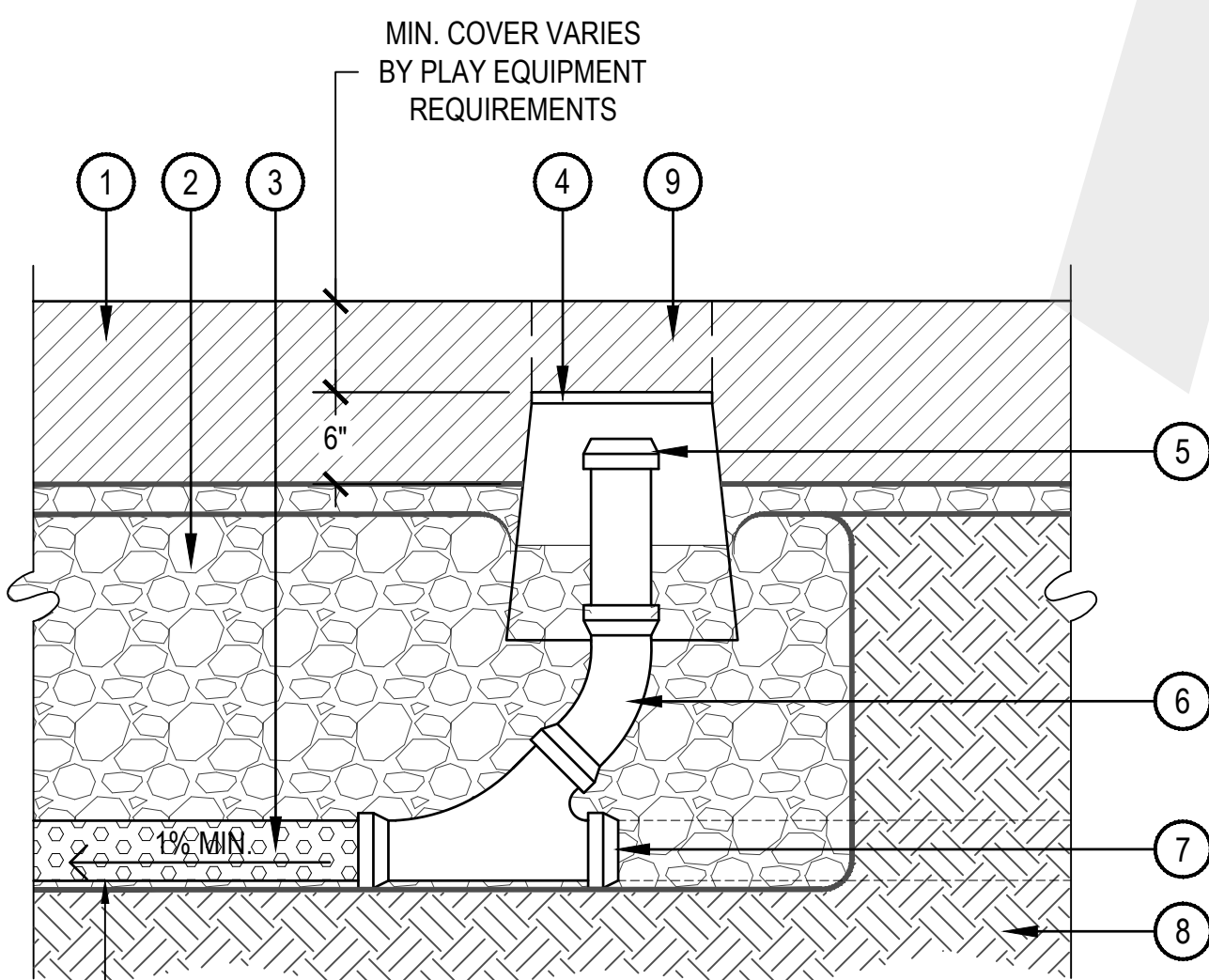


NOTES:  
1. SEE SITE AMENITIES SCHEDULE FOR POURED-IN-PLACE PRODUCT INFORMATION.  
2. CONTRACTOR SHALL COORDINATE REQUIRED DEPTHS OF POURED-IN-PLACE SURFACING WITH PLAYGROUND EQUIPMENT REPRESENTATIVE.  
3. CONTRACTOR SHALL ABIDE BY POURED-IN-PLACE SPECIFICATIONS.  
4. THE FULL WARRANTEE MUST BE VALID.

## 6 POURED IN PLACE SURFACING @ MONOLITHIC CURB

SCALE: 1-1/2" = 1'-0"

## 4 SPINNER

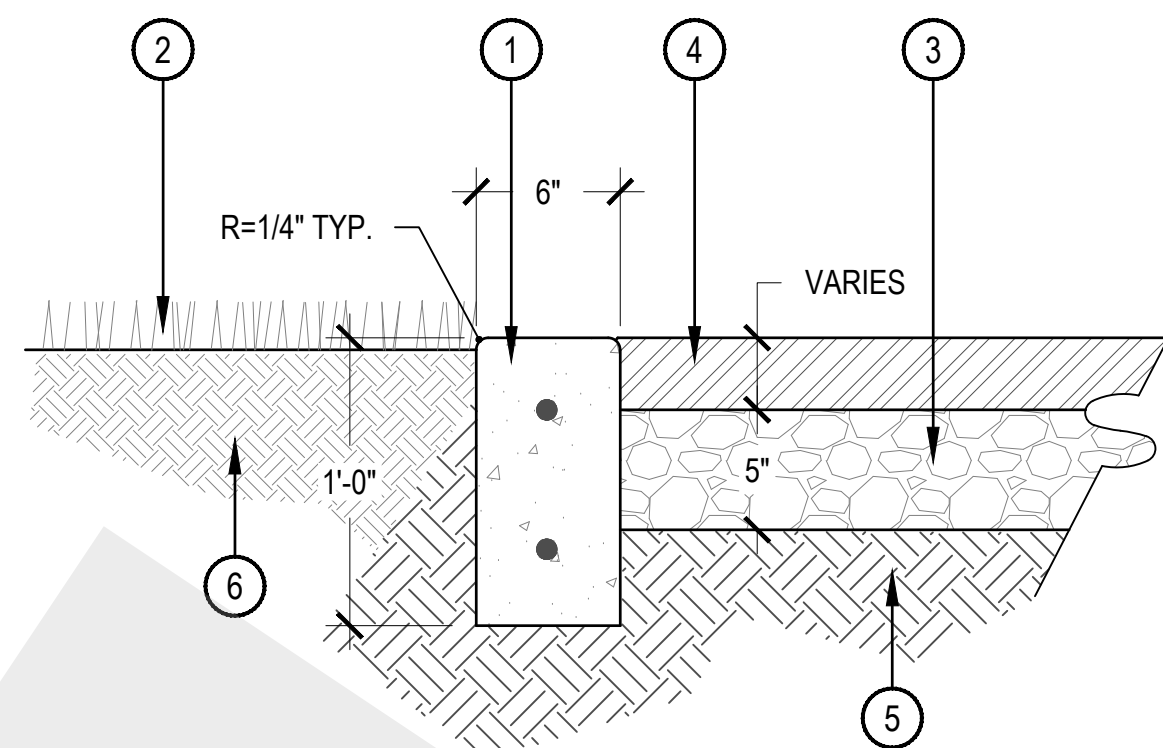


MUST HAVE 2" MINIMUM OF 3/4" WASHED GRAVEL BELOW PERFORATED PVC DRAIN PIPE  
NOTE: CONFIRM FINAL GRADES PRIOR TO INSTALLING

## 7 PLAYGROUND DRAIN CLEANOUT

N.T.S.

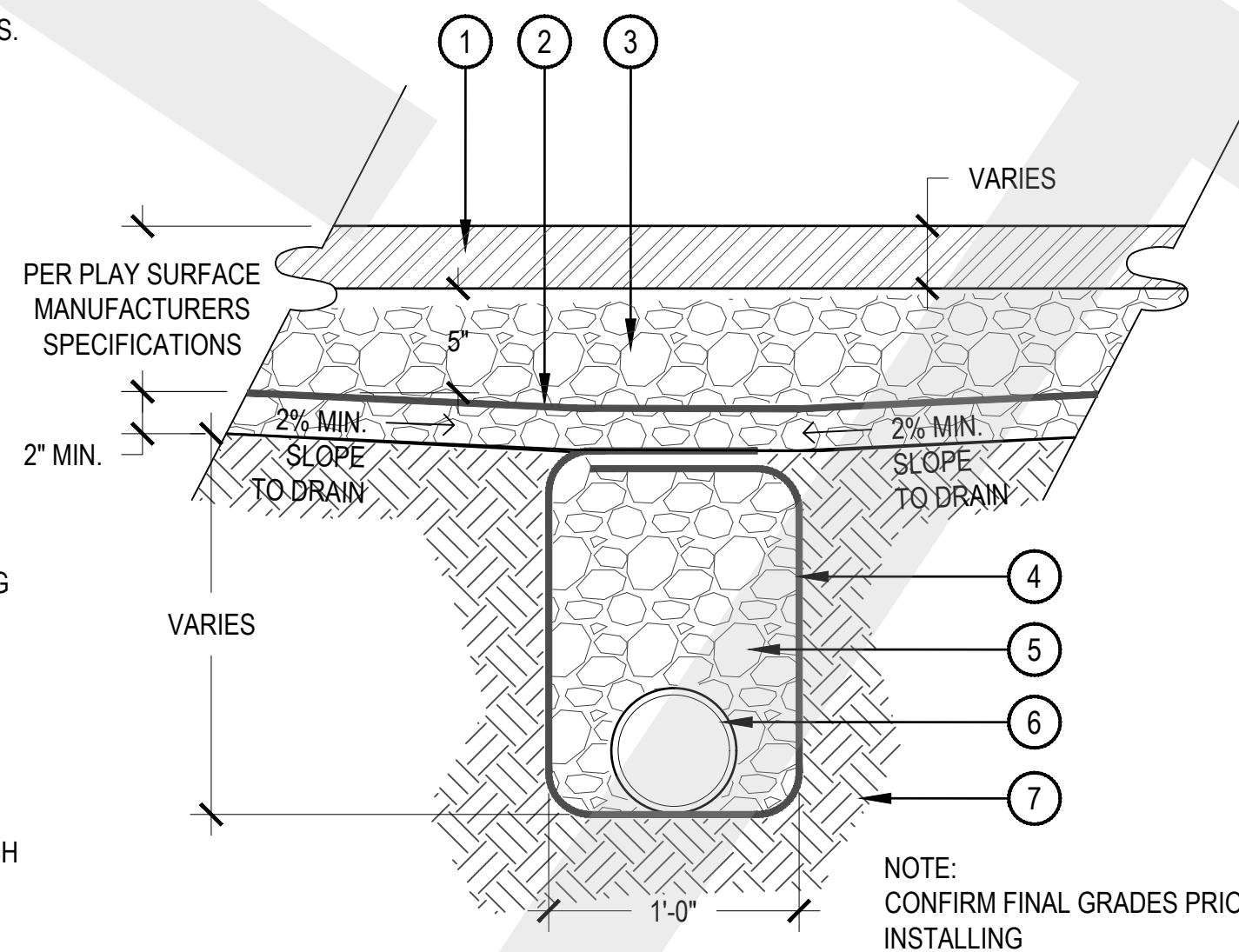
## 2 TOT LOT



NOTES:  
1. SEE SITE AMENITIES SCHEDULE FOR POURED-IN-PLACE PRODUCT INFORMATION.  
2. CONTRACTOR SHALL COORDINATE REQUIRED DEPTHS OF POURED-IN-PLACE SURFACING WITH PLAYGROUND EQUIPMENT REPRESENTATIVE.  
3. CONTRACTOR SHALL ABIDE BY POURED-IN-PLACE SPECIFICATIONS.  
4. THE FULL WARRANTEE MUST BE VALID.

## 5 POURED IN PLACE SURFACING @ FREE STANDING CURB

SCALE: 1-1/2" = 1'-0"



NOTE: CONFIRM FINAL GRADES PRIOR TO INSTALLING

## 8 PLAYGROUND DRAIN

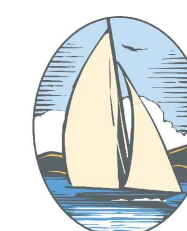
SCALE: 1-1/2" = 1'-0"

1. CONCRETE CURB W/ (2) #4 REBAR CONTINUOUS. 4,000 PSI COMPRESSIVE STRENGTH @ 28 DAYS. PLACE SCORE JOINTS ON TOP AND SIDES OF CURB 3'-0" O.C.
2. SOD OR SHRUB BED, SET 1/2" LOWER THAN CURB
3. 5" DEPTH COMPACTED CRUSHED ROCK (95% STANDARD PROCTOR DENSITY) PER POURED-IN-PLACE SPECIFICATIONS
4. POURED-IN-PLACE SURFACING - DEPTH VARIES DEPENDING ON PLAYGROUND EQUIPMENT, TO BE FLUSH WITH ADJACENT CURB. REFER TO SHEET L-04 FOR COLOR.
5. COMPACTED SUBGRADE (95% STANDARD PROCTOR DENSITY)
6. PLANTING SOIL

1. POURED-IN-PLACE SURFACING - DEPTH VARIES DEPENDING ON PLAYGROUND EQUIPMENT, TO BE FLUSH WITH ADJACENT CURB. REFER TO SHEET L-04 FOR COLOR.
2. GEOTEXTILE FILTER/DRAINAGE MAT PER POURED-IN-PLACE SPECIFICATIONS.
3. 5" DEPTH COMPACTED CRUSHED ROCK (95% STANDARD PROCTOR DENSITY) PER POURED-IN-PLACE SPECIFICATIONS.
4. MIRIFI 140N FILTER FABRIC OR EQUIVALENT. OVERLAP ALL JOINTS MIN. 10" AND STAPLE. FILTER CLOTH MUST WRAP BOTH THE PIPE AND THE ENTIRE TRENCH.
5. 3/4" WASHED GRAVEL IN TRENCH
6. 6" PERFORATED PVC PIPE - 1% MIN. SLOPE
7. COMPACTED SUBGRADE

**EXHIBIT B**  
SOUTHSHORE METRO DISTRICT FILING 14 PARK ASSETS  
AURORA, COLORADO

**OWNER:**  
Southshore Recovery Acquisition LLC  
Mr. Jon Shumaker  
1250 Avenue of the Americas, 50th Fl  
New York, NY 10020  
c/o RainTree Investment Corp.  
Contact: Jerry Richmond  
303-267-6195



**SOUTHSHORE**

DATE:  
EXHIBIT B - 05-06-2020

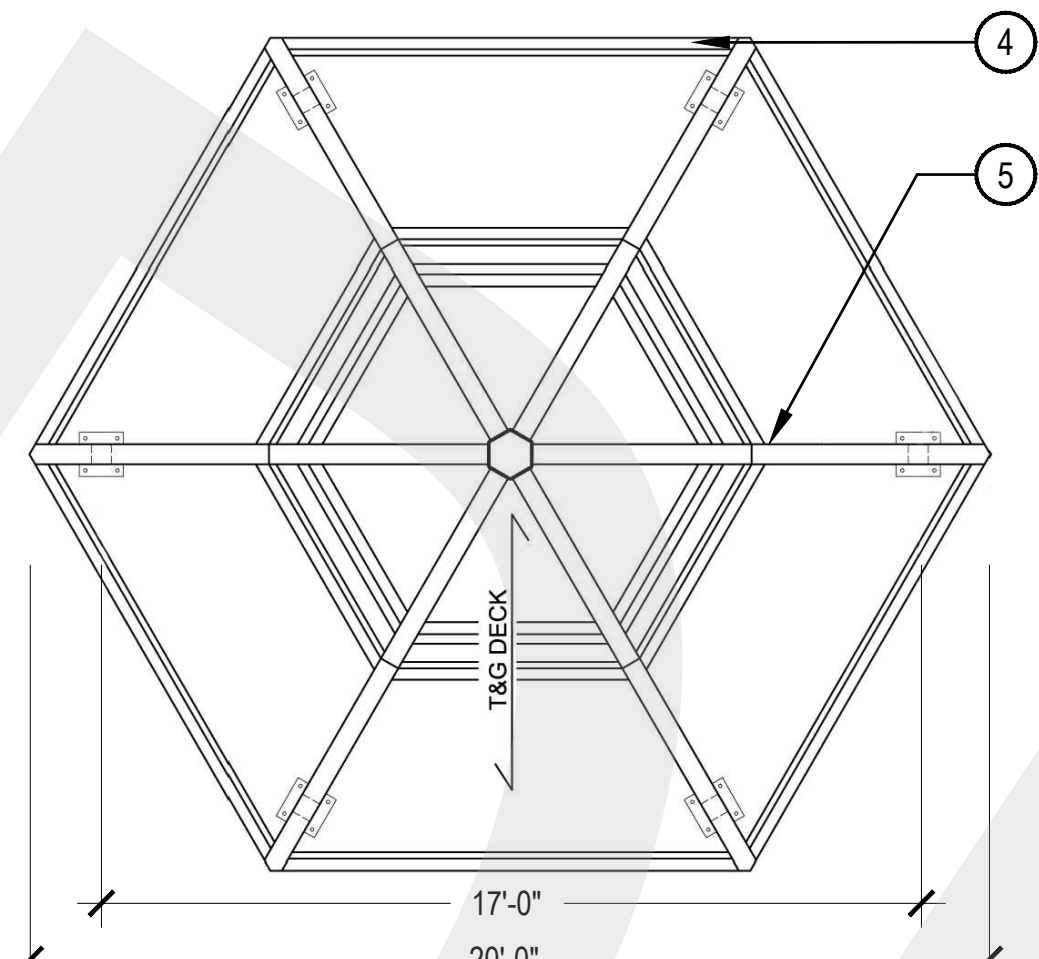
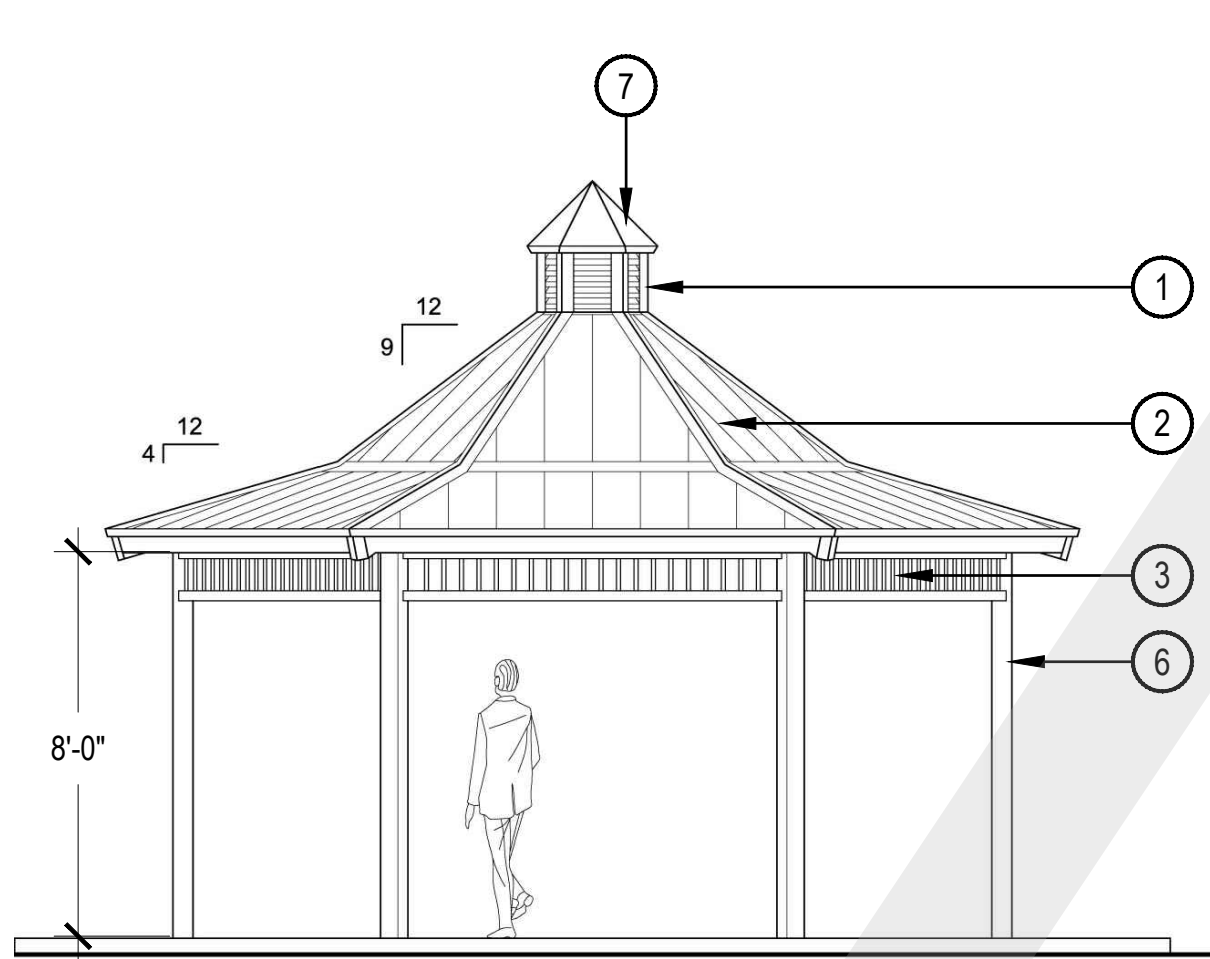
SHEET TITLE:  
LANDSCAPE  
DETAILS

LD3

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October 5, 2020 Council Meeting, Page 223





EXISTING SITE PHOTO/ CHARACTER IMAGE

CONTRACTOR TO PROVIDE ENGINEERED DRAWINGS AS  
REQUIRED FOR PERMITTING

MANUFACTURER: COVERWORX  
RECREATIONAL ARCHITECTURE  
www.coverworx.com  
MODEL: HX-20-SW-DP (OR APPROVED EQUAL)  
DESCRIPTION: STEELWORX HEXAGONAL  
DOUBLE PITCH SHELTER - 20'  
EXTRAS: DECORATIVE CUPOLA AND CIRCLE  
LATTICE  
COLOR: PENNY COPPER (ROOF AND CUPOLA),  
MATTE BLACK (BEAMS, PURLINS AND  
COLUMNS)

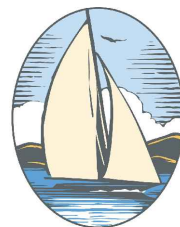
- 1 STEEL DECORATIVE CUPOLA
- 2 PRE-CUT 24 GA. STANDING SEAM STEEL  
PANELS AND TRIM
- 3 LATTICE
- 4 5" X 3" TUBE STEEL PURLIN
- 5 7" X 5" TUBE STEEL HIP BEAM
- 6 5" X 5" TUBE STEEL COLUMN ANCHORED INTO  
CONCRETE FOOTING
- 7 NEW SHELTER SHALL MATCH EXISTING  
SHELTER DETAILING AND FINISHES

1 20' HEXAGONAL SHELTER

N.T.S.

CHECKED BY: GB  
DRAWN BY: NP

**OWNER:**  
Southshore Recovery Acquisition LLC  
Mr. Jon Shumaker  
1250 Avenue of the Americas, 50th Fl  
New York, NY 10020  
c/o RainTree Investment Corp.  
Contact: Jerry Richmond  
303-267-6195



**SOUTHSHORE**

DATE:  
EXHIBIT B - 05-06-2020

SHEET TITLE:  
LANDSCAPE  
DETAILS



Parks, Foundations and Quality of Life (PFQL) Meeting  
August 20, 2020

Members Present: Council Member Curtis Gardner, Chair; Council Member Marsha Berzins, Vice-Chair;  
Council Member Dave Gruber, Council Member Allison Hiltz

Members Absent:

Others Present: Nancy Freed, Brooke Bell, Pat Schuler, Tracy Young, Angela Garcia, Brian Green, Joyce  
Thompson, Michelle Teller and Elvia Tovar.

---

**1. WELCOME AND INTRODUCTIONS**

Council Member (CM) Gardner welcomed everyone.

---

**2. REVIEW AND APPROVAL OF MINUTES**

The July 23, 2020 minutes were approved.

---

**3. ANNOUNCEMENTS**

B Bell shared Golf Financials updates, Rounds YTD 115,165 last year 114,420 and Revenue YTD 4,950,288 compared to last year 5,046,937. currently slightly below (96,6500) short in revenue. Rapid come back from having a seven-week closure. Should be in a very good place by the end of the year. Online Golf booking available. Outdoor pools will remain open on the weekends until Labor Day weekend. Hoffman Park virtual meeting discussion for community input on Wednesday 26 at 6PM.

---

**4. SOUTHSORE METRO DISTRICT INTERGOVERNMENTAL AGREEMENT**

Summary of Issue and Discussion:

Michelle Teller, Planner II for Planning Design and Construction (PD&C) in PROS, Reviewed the proposed Intergovernmental Agreement (IGA) between the City of Aurora and Southshore Metropolitan District no. 1 for the maintenance of park property referred to as Spinnaker Park. The Park is located at the northeast corner of East Southshore Parkway and South Vandriver Way within the Southshore Development. This site is about 8 acres in size and was dedicated to the City of Aurora to satisfy neighborhood park land dedication as required by the residential development. The Metro District has requested to maintain the site in order to provide enhanced landscaping above and beyond what PROS requires as well as to manage the amenities onsite. The Aurora PROS Department had approved a plan set for neighborhood park in 2016. Spinnaker Park within the Southshore development is currently under construction by the developer. The purpose of the IGA is to allow the Southshore Metro District to provide maintenance for this site including the upkeep and replacement for all landscaping and amenities, play equipment and infrastructure on-site, this IGA will allow the City of Aurora to continue to own this property while the expense and responsibility of maintenance will be handled by the Metro District.

CM Gruber asked if there are any limitations or requests on the part of the Metro District. M Teller answered that the site will remain open to the public but be maintained by the Metro District.

CM Gardner Thanked staff.



Outcome:

The Committee supported the terms of IGA and move it forward to City Council Study Session.

Follow-up Action

None.

---

**5. MISCELLANEOUS MATTERS FOR CONSIDERATION**

None.

---

**6. TOPICS FOR NEXT MONTH'S MEETING**

1. Turf Conversion Updates
2. Highline Canal Conservatory

---

**7. CONFIRM NEXT MEETING**

The next meeting is scheduled for September 24, 11:00 A.M.

Approved:

\_\_\_\_\_  
Curtis Gardner  
Committee Chair

\_\_\_\_\_  
Date





## City of Aurora Council Agenda Commentary

Item #: 10e  
 SS: \_\_\_\_\_  
 1st: \_\_\_\_\_  
 2nd: \_\_\_\_\_

**Item Title:**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Employee Pay Schedule and Classifications.

**Item Initiator:** Giordano, Dianna - Director of Human Resources - Human Resources

**Staff Source:** Giordano, Dianna - Director of Human Resources - Human Resources

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 6.0--Provide a well-managed and financially strong City

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration
- ☐ Approve Item and Move Forward to Regular Meeting
- ☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee**

Name: Management and Finance Policy Committee

Meeting Date: 08/25/2020

☐ Minutes Attached

☒ Minutes Not Available

Actions Taken: ☐ Recommends      ☐ Do Not Recommend

☐ Forwarded without Recommendation

☐ Recommendation Report Attached

**Special Session / Workshop**

Name: Fall Workshop

Meeting Date: 09/19/2020

☐ Minutes Attached

☒ Minutes Not Available

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

☐ Forwarded without Recommendation

☐ Recommendation Report Attached

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

Each year, in concert with the annual budget process, Human Resources prepares an updated pay schedule and submits the schedule with a Resolution for Council's approval. As part of the 2021



budgetary process and to sustain the compensation and the classification system adopted by the City the attached is proposed for classifications including but not limited to, career service, civil service (will be amended post negotiations), Department Directors, Appointees, temporary, seasonal and part-time positions.

The Management and Finance City Council Committee considered this item at its August 25th, 2020 meeting and agreed to move it forward to the Budget Workshop and Regular Council meeting (minutes attached).

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

The attached resolution will approve the 2021 Employee Pay Schedule and Classifications for the employees of the City of Aurora, Colorado.

**QUESTIONS FOR COUNCIL**

Does City Council approve the resolution approving the 2021 Employee Pay Schedule and Classifications at the next Regular City Council meeting?

**LEGAL COMMENTS**

In conjunction with the annual budget review, the rate of pay for labor, trades, and crafts employees; clerical and technical employees; professional-administrative and technological employees; supervisory and managerial employees; temporary, seasonal and part-time employees; departmental heads; assistant and deputy city managers; council appointees; and certain civil service employees in the police and fire departments shall be as set forth from year to year in an appropriate resolution passed by the city council. City Code Sec. 102-2. Allen

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☒ Yes ☐ No

There is a financial impact as this resolution will set the 2021 pay schedule for employees in alignment with the budget adopting process.

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

2021 Pay Schedule (Career Service).pdf  
MF 8-25-20 Draft Minutes Pay Resolution.pdf  
Resolution Pay Schedule 2021 FINAL.pdf



RESOLUTION NO. R2020-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,  
COLORADO, APPROVING THE 2021 EMPLOYEE PAY SCHEDULE AND  
CLASSIFICATIONS

WHEREAS, Section 102-2 of the City Code of City of Aurora, Colorado (the “City”) and require the City Council to approve by resolution on an annual basis, in conjunction with the budget review, the City’s rate of pay for labor, trades, and crafts employees; clerical and technical employees; professional-administrative and technological employees; supervisory and managerial employees; temporary, seasonal and part-time employees; departmental heads; assistant and deputy city managers; council appointees; and certain civil service employees in the police and fire departments (the “Employee Pay Schedule and Classifications”); and

WHEREAS, the City Council has reviewed and approves the implementation of the 2021 Employee Pay Schedule and Classifications; and

WHEREAS, the 2021 Employee Pay Schedule and Classifications includes the City’s rate of pay for members of the collective bargaining units for police officers and firefighters based on agreements reached with bargaining units for police and fire; and

WHEREAS, the collective bargaining contracts for police and fire have not yet been ratified by the members of the certified employee organizations; and

WHEREAS, the City Council will amend the 2021 Employee Pay Schedule and Classifications for the City’s rate of pay for police and fire employees who are members of the collective bargaining units upon the ratification of such contracts by the members of the certified employee organization.

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

Section 1. Except as stated below, the 2021 Employee Pay Schedule and Classifications is hereby adopted in substantially the form filed with the City Clerk and presented at this meeting, with such technical additions, deletions, and variations as the Director of Human Resources or City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 2. Council’s adoption of the the 2021 Employee Pay Schedule and Classifications will be amended upon the ratification of the applicable collective bargaining contract by the members of the certified employee organization for the police and fire departments.

Section 3. The Director of Human Resources or City Attorney may make such technical additions, deletions, and variations to the 2021 Employee Pay Schedule and Classifications as they may deem necessary or appropriate and not inconsistent with this Resolution.

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



RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

*Rachel Allen*  
Rachel Allen, Client Group Manager



# 2021



# PAY SCHEDULE





2021 SALARY SCHEDULE  
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**2021 SALARY SCHEDULE  
ELECTED OFFICIALS - PAY GRADES**

TITLE	JOB CODE	SALARY SCHEDULE	PAY GRADE	ANNUAL SALARY
Mayor	1010	ELES	290	\$ 85,140.63420
Mayor Pro-Tem	1020	ELES	300	\$ 21,870.85020
Council Member	1030	ELES	310	\$ 19,689.07020

\*In accordance with the City Charter, Section 3-6, the annual salary of Elected Officials is increased or decreased based on the Consumer Price Index (CPI) for the area, or the average increase or decrease given to all City employees, whichever is less.

\*City Council Appointees' salaries shall be modified only by the City Council as the appointing authority for each incumbent.



**2021 SALARY SCHEDULE  
CAREER SERVICE PAY GRADES**

Salary Grade	Range Minimum	Range Midpoint	Range Maximum
<b>A05</b>	\$32,136 15.45000	\$38,520 18.51940	\$44,905 21.58880
<b>A10</b>	\$36,871 17.72630	\$44,283 21.29010	\$51,696 24.85390
<b>A15</b>	\$41,198 19.80690	\$49,436 23.76725	\$57,673 27.72760
<b>A20</b>	\$45,119 21.69180	\$54,074 25.99720	\$63,029 30.30260
<b>A25</b>	\$48,204 23.17500	\$57,781 27.77910	\$67,357 32.38320
<b>A30</b>	\$53,046 25.50280	\$63,651 30.60130	\$74,256 35.69980
<b>A35</b>	\$56,538 27.18170	\$69,210 33.27415	\$81,883 39.36660
<b>A40</b>	\$61,487 29.56100	\$75,295 36.19935	\$89,102 42.83770
<b>A45</b>	\$67,250 32.33170	\$82,397 39.61380	\$97,543 46.89590
<b>A50</b>	\$73,120 35.15390	\$89,606 43.07975	\$106,092 51.00560
<b>A55</b>	\$84,561 40.65410	\$103,617 49.81595	\$122,674 58.97780
<b>A60</b>	\$94,716 45.53630	\$116,054 55.79510	\$137,392 66.05390

Salary Grade	Range Minimum	Range Midpoint	Range Maximum
<b>B10</b>	\$65,922 31.69310	\$82,397 39.61380	\$98,872 47.53450
<b>B20</b>	\$82,397 39.61380	\$102,996 49.51725	\$123,595 59.42070
<b>B50</b>	\$90,645 43.57930	\$113,301 54.47155	\$135,957 65.36380
<b>B60</b>	\$94,758 45.55690	\$118,453 56.94870	\$142,148 68.34050
<b>B70</b>	\$103,007 49.52240	\$128,758 61.90300	\$154,510 74.28360
<b>C05</b>	\$117,018 56.25860	\$146,262 70.31810	\$175,505 84.37760
<b>C10</b>	\$127,816 61.44980	\$159,748 76.80195	\$191,681 92.15410
<b>C15</b>	\$134,821 64.81790	\$168,510 81.01465	\$202,200 97.21140
<b>C20</b>	\$143,369 68.92760	\$179,212 86.15950	\$215,054 103.39140
<b>C25</b>	\$149,968 72.10000	\$187,460 90.12500	\$224,952 108.15000
<b>C30</b>	\$160,466 77.14700	\$200,636 96.45950	\$240,806 115.77200
<b>C35</b>	\$177,155 85.17070	\$221,449 106.46595	\$265,743 127.76120
<b>C40</b>	\$194,251 93.39010	\$242,873 116.76595	\$291,495 140.14180
<b>C45</b>	\$213,416 102.60384	\$266,770 128.25481	\$320,124 153.90577

Salary Grade	Range Minimum	Range Midpoint	Range Maximum
<b>D10</b>	\$51,503 24.76120	\$61,798 29.71035	\$72,092 34.65950
<b>D20</b>	\$72,092 34.65950	\$88,374 42.48750	\$104,656 50.31550
<b>D30</b>	\$79,012 37.98640	\$96,826 46.55085	\$114,640 55.11530
<b>D40</b>	\$86,617 41.64290	\$106,092 51.00560	\$125,566 60.36830
<b>D50</b>	\$95,894 46.10280	\$117,425 56.45430	\$138,956 66.80580
<b>D60</b>	\$105,577 50.75840	\$129,369 62.19655	\$153,160 73.63470
<b>D70</b>	\$113,719 54.67240	\$142,148 68.34050	\$170,578 82.00860
<b>D80</b>	\$131,950 63.43770	\$164,911 79.28425	\$197,872 95.13080
<b>D90</b>	\$148,318 71.30690	\$185,403 89.13620	\$222,488 106.96550

\*The annual rates are rounded for viewing purposes.  
Rates of pay are calculated and determined by the  
assigned hourly rates of pay.



**2021 SALARY SCHEDULE  
CAREER SERVICE BY JOB FAMILY**

JOB FAMILY	JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	SALARY SCHEDULE	BARG UNIT
Administrative Support	Administrative Assistant	1	BA02	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	0002	2
Administrative Support	Administrative Specialist I - III	2	BB02	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0002	2
Administrative Support	Management Assistant	3	BC02	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0002	2
Administrative Support	Executive Specialist	4	BD02	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0002	3
Administrative Support	Administrative Supervisor	5	AE02	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0002	4
Animal Services	Animal Services Assistant	1	BA04	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	0004	2
Animal Services	Animal Services Veterinary Technician	2	BB04	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0004	1
Animal Services	Animal Services Supervisor	3	AC04	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0004	4
Animal Services	Veterinarian	S/A	AD04	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	0004	3
Armorer	Armorer	S/A	BA06	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0006	2
Building Compliance	Building Compliance Technician	1	CA08	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0008	2
Building Compliance	Building Compliance Specialist Trainee	2	CB08	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0008	2
Building Compliance	Building Compliance Specialist	3	BA08	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0008	2
Building Compliance	Senior Building Compliance Specialist	4	BC08	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0008	2
Building Compliance	Lead Building Compliance Specialist	5	BB08	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	0008	2
Building Compliance	Building Compliance Examiner I	6	AA08	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0008	3
Building Compliance	Building Compliance Examiner II	7	AB08	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0008	3
Building Compliance	Senior Building Compliance Examiner	8	AD08	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0008	3
Building Compliance	Building Compliance Supervisor	9	AC08	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0008	4
City Attorney	Assistant City Attorney I - Civil	1	AA10	D30	\$37.98640	\$55.11530	\$79,012	\$114,640	EX	0010	6
City Attorney	Assistant City Attorney I - Criminal	1	AB10	D20	\$34.65950	\$50.31550	\$72,092	\$104,656	EX	0010	6
City Attorney	Legal Secretary	1	BH10	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0010	2
City Attorney	Assistant City Attorney II - Civil	2	AC10	D50	\$46.10280	\$66.80580	\$95,894	\$138,956	EX	0010	6
City Attorney	Assistant City Attorney II - Criminal	2	AD10	D40	\$41.64290	\$60.36830	\$86,617	\$125,566	EX	0010	6
City Attorney	Senior Legal Secretary	2	BK10	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0010	3
City Attorney	Senior Assistant City Attorney	3	AJ10	D60	\$50.75840	\$73.63470	\$105,577	\$153,160	EX	0010	6
City Attorney	Criminal Prosecution Manager	4	AF10	D70	\$54.67240	\$82.00860	\$113,719	\$170,578	EX	0010	6
City Attorney	Client Group Manager	5	AE10	D80	\$63.43770	\$95.13080	\$131,950	\$197,872	EX	0010	6
City Attorney	Deputy City Attorney	6	AG10	D90	\$71.30690	\$106.96550	\$148,318	\$222,488	EX	0010	6
City Attorney	Victim Witness Liaison	S/A	BI10	D10	\$24.76120	\$34.65950	\$51,503	\$72,092	NON-EX	0010	2
City Attorney	Paralegal	S/A	HA10	D10	\$24.76120	\$34.65950	\$51,503	\$72,092	NON-EX	0010	6
City Clerk	City Clerk Technician	1	BA11	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0011	3
City Clerk	City Clerk Analyst	2	AC11	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0011	3
City Clerk	City Clerk Supervisor	3	AD11	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0011	4
Code Enforcement	Code Enforcement Officer	1	BB12	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0012	2
Code Enforcement	Senior Code Enforcement Officer	2	BC12	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0012	2
Code Enforcement	Code Enforcement Supervisor	3	AD12	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0012	4
Code Enforcement	Parking Control Officer	S/A	BA12	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0012	2
Communications & Marketing	Communications & Marketing Technician	1	BA14	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0014	1
Communications & Marketing	Documents Reproduction Technician	1	BB14	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0014	1
Communications & Marketing	Graphic Designer	1	BG14	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0014	2
Communications & Marketing	Communications & Marketing Specialist	2	AC14	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0014	3
Communications & Marketing	Documents Reproduction Supervisor	2	AD14	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0014	4
Communications & Marketing	Senior Graphic Designer	2	BH14	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0014	2
Communications & Marketing	Senior Communications & Marketing Specialist	3	AE14	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0014	3
Communications & Marketing	Communications & Marketing Supervisor	4	AF14	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0014	4

This list includes all Job Family Classifications only, no working titles.



**2021 SALARY SCHEDULE  
CAREER SERVICE BY JOB FAMILY**

JOB FAMILY	JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	SALARY SCHEDULE	BARG UNIT
Community Programs	Community Program Specialist I - II	1	BA16	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0016	3
Community Programs	Senior Community Program Specialist	2	AB16	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	EX	0016	3
Community Programs	Community Program Supervisor	3	AC16	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0016	4
Court Administration	Court Clerk I	1	BD18	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	0018	2
Court Administration	Detention Officer	1	BH18	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0018	2
Court Administration	Assistant Marshal	1	BN18	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0018	2
Court Administration	Probation Officer I	1	BQ18	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0018	3
Court Administration	Court Clerk II	2	BE18	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0018	2
Court Administration	Marshal I	2	BO18	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0018	2
Court Administration	Probation Officer II	2	BR18	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0018	3
Court Administration	Senior Detention Officer	2	BT18	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0018	2
Court Administration	Chief Probation Officer	3	AC18	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0018	16
Court Administration	Court Clerk III	3	BF18	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0018	2
Court Administration	Detention Technician	3	BI18	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0018	2
Court Administration	Marshal II	3	BP18	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0018	2
Court Administration	Case Management Supervisor	4	AA18	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0018	4
Court Administration	Lead Detention Officer	4	BM18	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0018	2
Court Administration	Senior Marshal	4	BU18	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	0018	2
Court Administration	Chief Marshal	5	AB18	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0018	16
Court Administration	Detention Supervisor	5	AJ18	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0018	4
Court Administration	Manager of Case Management	5	AN18	B20	\$39.61380	\$59.42070	\$82,397	\$123,595	EX	0018	16
Court Administration	Detention Administrator	6	AG18	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	0018	16
Court Administration	Jury Commissioner	S/A	BK18	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0018	2
Court Administration	Juvenile Court Program Assistant	S/A	BL18	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0018	2
Court Administration	Probation Projects Coordinator	S/A	BS18	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0018	2
Court Administration	Stay Officer	S/A	BV18	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0018	2
Customer Service	Customer Service Representative	1	BA20	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0020	2
Customer Service	Customer Service Specialist	2	BB20	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0020	2
Customer Service	Customer Service Supervisor	3	AC20	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0020	4
Deputy Director	Deputy Director Level 1	1	AA21	C05	\$56.25860	\$84.37760	\$117,018	\$175,505	EX	0021	16
Deputy Director	Deputy Director Level 2	2	AB21	C10	\$61.44980	\$92.15410	\$127,816	\$191,681	EX	0021	16
Deputy Director	Deputy Director Level 3	3	AC21	C15	\$64.81790	\$97.21140	\$134,821	\$202,200	EX	0021	16
Deputy Director	Deputy Director Level 4	4	AD21	C20	\$68.92760	\$103.39140	\$143,369	\$215,054	EX	0021	16
Deputy Director	Deputy Director Level 5	5	AE21	C25	\$72.10000	\$108.15000	\$149,968	\$224,952	EX	0021	16
Deputy Director	Deputy Director Level 6	6	AF21	C30	\$77.14700	\$115.77200	\$160,466	\$240,806	EX	0021	16
Director	Director Level 2	2	AB22	C10	\$61.44980	\$92.15410	\$127,816	\$191,681	EX	0022	5
Director	Director Level 3	3	AC22	C15	\$64.81790	\$97.21140	\$134,821	\$202,200	EX	0022	5
Director	Director Level 4	4	AD22	C20	\$68.92760	\$103.39140	\$143,369	\$215,054	EX	0022	5
Director	Director Level 5	5	AE22	C25	\$72.10000	\$108.15000	\$149,968	\$224,952	EX	0022	5
Director	Director Level 6	6	AF22	C30	\$77.14700	\$115.77200	\$160,466	\$240,806	EX	0022	5
Director	Director Level 7	7	AG22	C35	\$85.17070	\$127.76120	\$177,155	\$265,743	EX	0022	5
Director	Director Level 8	8	AH22	C40	\$93.39010	\$140.14180	\$194,251	\$291,495	EX	0022	5
Director	Director Level 1	1	AA22	C05	\$56.25860	\$84.37760	\$117,018	\$175,505	EX	0022	5
Engineering	Engineering Technician	1	BA24	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0024	2
Engineering	Engineering Technician Supervisor	2	BF24	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0024	4
Engineering	Engineer I - II	3	AB24	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0024	3

This list includes all Job Family Classifications only, no working titles.



**2021 SALARY SCHEDULE  
CAREER SERVICE BY JOB FAMILY**

JOB FAMILY	JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	SALARY SCHEDULE	BARG UNIT
Engineering	Project Engineer	4	AC24	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0024	3
Engineering	Senior Engineer	5	AD24	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	0024	3
Engineering	Engineering Supervisor	6	AE24	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	0024	4
Finance	Financial Support Assistant	1	BA26	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	0026	2
Finance	Financial Support Technician	2	BB26	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0026	2
Finance	Financial Support Specialist	3	BC26	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0026	3
Finance	Financial Analyst I - II	4	AD26	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0026	3
Finance	Senior Financial Analyst	5	AE26	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0026	3
Finance	Financial Supervisor	6	AF26	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0026	4
Fire Chief	Fire Chief	S/A	AE27	C15	\$64.81790	\$97.21140	\$134,821	\$202,200	EX	0027	5
Forensic	Criminalist	1	AB28	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0028	2
Forensic	Crime Analyst	1	AD28	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0028	2
Forensic	Crime Scene Investigator I - III	1	BA28	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	0028	2
Forensic	Lead Crime Analyst	2	AE28	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0028	2
Forensic	Senior / Lead Criminalist	2	AF28	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0028	2
Forensic	CSI Supervisor	3	AC28	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0028	4
Forensic	Photographer	S/A	BE28	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0028	2
Geographic Information Services	GIS Specialist	1	BA30	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0030	2
Geographic Information Services	GIS Analyst	2	AB30	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0030	3
Geographic Information Services	GIS Supervisor	3	AC30	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0030	4
Human Resources	Human Resources Technician	1	BA32	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0032	2
Human Resources	Human Resources Analyst	2	AB32	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0032	3
Human Resources	Human Resources Program Analyst	3	AC32	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0032	3
Human Resources	Human Resources Supervisor	4	AD32	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	0032	4
Human Resources	Labor Relations Officer	S/A	AE32	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	0032	3
Information Technology	Business System Analyst I - II	1	AA34	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0034	3
Information Technology	Network/Systems Technician	1	BB34	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0034	2
Information Technology	Technology Support Specialist I - II	1	BD34	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0034	2
Information Technology	Network/System Administrator I - II	2	AC34	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0034	3
Information Technology	Senior Business System Analyst	2	AF34	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0034	3
Information Technology	Technology Support Analyst	2	AH34	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	EX	0034	3
Information Technology	Senior Network/Systems Administrator	3	AG34	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	0034	3
Information Technology	Senior Technology Support Analyst	3	AI34	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0034	3
Information Technology	Principal Database Administrator	S/A	AJ34	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	0034	3
Information Technology	IT Project Manager	S/A	AK34	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	0034	3
Information Technology	IT Supervisor	S/A	AL34	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	0034	4
Inspection	Building Inspector Trainee	1	BA36	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0036	2
Inspection	Construction Inspector I - II	1	BB36	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0036	2
Inspection	Environmental Inspector I - II	1	BC36	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0036	2
Inspection	Fire Inspector	1	BJ36	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	0036	2
Inspection	Senior Construction Inspector	2	BE36	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	NON-EX	0036	2
Inspection	Senior Environmental Inspector	2	BF36	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0036	2
Inspection	Building Inspector I - II	2	BG36	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	0036	2
Inspection	Senior Fire Inspector	2	BK36	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	NON-EX	0036	2
Inspection	Construction Inspection Supervisor	3	AH36	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0036	4
Inspection	Environmental Inspection Supervisor	3	AI36	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0036	4

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**2021 SALARY SCHEDULE  
CAREER SERVICE BY JOB FAMILY**

JOB FAMILY	JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	SALARY SCHEDULE	BARG UNIT
Inspection	Senior Building Inspector	3	BD36	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	NON-EX	0036	2
Inspection	Building Inspection Supervisor	4	AG36	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0036	4
Judicial	Court Reporter	1	BB38	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0038	2
Judicial	Courtroom Assistant I	1	BC38	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	0038	2
Judicial	Wellness Court Assistant Coordinator	1	BJ38	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0038	3
Judicial	Wellness Court Coordinator	2	AI38	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0038	3
Judicial	Courtroom Assistant II	2	BD38	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0038	2
Judicial	Chief Court Reporter	2	BF38	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	NON-EX	0038	2
Judicial	Lead Courtroom Assistant	3	AB38	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	NON-EX	0038	2
Judicial	Associate Judge	S/A	AA38	D70	\$54.67240	\$82.00860	\$113,719	\$170,578	EX	0038	6
Judicial	Judicial Services Officer	S/A	AE38	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0038	4
Judicial	Teen Court Coordinator	S/A	BH38	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	0038	2
Laboratory	Laboratory Technician	1	BA40	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0040	2
Laboratory	Laboratory Analyst	2	AB40	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	EX	0040	3
Laboratory	Senior Laboratory Analyst	3	AC40	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0040	3
Laboratory	Laboratory Supervisor	4	AD40	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0040	4
Laboratory	Quality Assurance Analyst	S/A	AE40	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0040	3
Landscape Architecture	Landscape Designer	1	BD42	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0042	3
Landscape Architecture	Landscape Architect I - III	2	AA42	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0042	3
Landscape Architecture	Senior Landscape Architect	3	AB42	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0042	3
Landscape Architecture	Principal Landscape Architect	4	AC42	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	0042	4
Library	Library Clerk	1	BA44	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	0044	2
Library	Library Assistant I - II	2	BB44	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0044	2
Library	Librarian	3	AC44	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	EX	0044	3
Library	Library Supervisor	4	AD44	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	EX	0044	4
Maintenance & Operations	Maintenance & Operations Worker I - III	2	BA46	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	0046	1
Maintenance & Operations	Maintenance & Operations Technician	3	BB46	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0046	1
Maintenance & Operations	Maintenance & Operations Specialist I - IV	4	BC46	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0046	1
Maintenance & Operations	Maintenance & Operations Senior Specialist	5	BE46	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0046	1
Maintenance & Operations	Maintenance & Operations Supervisor	6	AD46	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0046	4
Management	Superintendent Level 1	1	AA48	B10	\$31.69310	\$47.53450	\$65,922	\$98,872	EX	0048	4
Management	Superintendent Level 2	2	AB48	B20	\$39.61380	\$59.42070	\$82,397	\$123,595	EX	0048	4
Management	Manager Level 1	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	0048	16
Management	Manager Level 2	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	0048	16
Management	Manager Level 3	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	0048	16
Museum	Museum Specialist I - II	1	AA50	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	EX	0050	3
Museum	Museum Supervisor	2	AB50	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	EX	0050	4
Natural Resources	Natural Resources Technician	1	BA52	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0052	2
Natural Resources	Natural Resources Specialist I - II	2	AB52	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0052	3
Natural Resources	Senior Natural Resources Specialist	3	AC52	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0052	3
Natural Resources	Natural Resources Supervisor	4	AD52	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	0052	4
Park Ranger	Park Ranger I - II	1	BA54	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0054	2
Park Ranger	Park Ranger Supervisor	2	AB54	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0054	4
Planning	Planner I - II	1	AA56	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	EX	0056	3
Planning	Senior Planner I - II	2	AB56	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0056	3
Planning	Planning Supervisor	3	AC56	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0056	4

This list includes all Job Family Classifications only, no working titles.



**2021 SALARY SCHEDULE  
CAREER SERVICE BY JOB FAMILY**

JOB FAMILY	JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	SALARY SCHEDULE	BARG UNIT
Police Chief	Police Chief	S/A	AE57	C25	\$72.10000	\$108.15000	\$149,968	\$224,952	EX	0057	5
Procurement	Associate Procurement Agent	1	AA58	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	EX	0058	3
Procurement	Inventory Control Technician	1	BD58	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0058	2
Procurement	Procurement Agent	2	AB58	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	EX	0058	3
Procurement	Inventory Control Specialist	2	BE58	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0058	2
Procurement	Senior Procurement Agent	3	AC58	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0058	3
Programs	Program Specialist	1	BA60	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0060	3
Programs	Senior Program Specialist	2	AB60	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	EX	0060	3
Programs	Program Supervisor	3	AD60	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0060	4
Programs	Program Administrator	S/A	AE60	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0060	3
Programs	Intergovernmental Relations Coordinator	S/A	AF60	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	EX	0060	3
Programs	Interpreter	S/A	BC60	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0060	3
Project Management	Project Coordinator	1	AA62	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	EX	0062	3
Project Management	Project Manager I - II	2	AB62	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0062	3
Project Management	Senior Project Manager I - II	3	AC62	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	0062	3
Public Defender	Deputy Public Defender	1	AC64	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0064	6
Public Defender	Chief Deputy Public Defender	2	AA64	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	0064	6
Public Defender	Chief Public Defender	3	AB64	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	0064	6
Public Defender	Public Defender Paralegal	S/A	BD64	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0064	6
Public Safety Communications	Cadet Call Takers	1	BA66	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0066	2
Public Safety Communications	Dispatch Call Taker	2	BD66	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0066	2
Public Safety Communications	Senior Dispatch Call Taker	3	BE66	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0066	2
Public Safety Communications	Dispatch Technician	4	BB66	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0066	2
Public Safety Communications	Senior Public Safety Communications Supervisor	5	AE66	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0066	4
Public Safety Communications	Dispatch Specialist	5	BC66	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	0066	2
Public Safety Communications	Dispatch Supervisor	6	AD66	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0066	4
Public Safety Technical Administration	Public Safety Front Desk Technician	1	BA68	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0068	2
Public Safety Technical Administration	Public Safety Impound Technician	1	BA68	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0068	2
Public Safety Technical Administration	Public Safety Records Technician	1	BA68	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0068	2
Public Safety Technical Administration	Public Safety Property Technician	1	BB68	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0068	2
Public Safety Technical Administration	Public Safety Front Desk Specialist	2	BC68	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0068	2
Public Safety Technical Administration	Public Safety Impound Specialist	2	BC68	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0068	2
Public Safety Technical Administration	Public Safety Records Specialist	2	BC68	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0068	2
Public Safety Technical Administration	Public Safety Property Specialist	2	BD68	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0068	2
Public Safety Technical Administration	Public Safety Front Desk Supervisor	3	AE68	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0068	4
Public Safety Technical Administration	Public Safety Impound Supervisor	3	AE68	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0068	4
Public Safety Technical Administration	Public Safety Records Supervisor	3	AE68	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0068	4
Public Safety Technical Administration	Public Safety Property Supervisor	3	AF68	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0068	4
Real Property	Real Property Associate	1	BA70	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0070	2
Real Property	Real Property Specialist	2	AB70	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0070	3
Real Property	Senior Real Property Specialist	3	AC70	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0070	3
Real Property	Real Property Supervisor	4	AD70	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0070	4
Recreation	Recreation Aide	1	BA72	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	0072	2
Recreation	Recreation Coordinator	2	BB72	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	0072	2
Recreation	Recreation Specialist	3	AC72	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	EX	0072	3
Recreation	Recreation Supervisor	4	AD72	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	EX	0072	4

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**2021 SALARY SCHEDULE  
CAREER SERVICE BY JOB FAMILY**

JOB FAMILY	JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	SALARY SCHEDULE	BARG UNIT
Recreation	Program Nurse	S/A	BE72	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0072	2
Risk Management	Risk Operations Technician	1	BA74	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0074	2
Risk Management	Risk Operations Claims Adjuster	2	AB74	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0074	3
Risk Management	Risk Operations Supervisor	3	AC74	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0074	4
Risk Management	Safety & Loss Control Specialist	S/A	AE74	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0074	2
Risk Management	Occupational Health Assistant	S/A	BD74	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	0074	2
SCADA	SCADA and Instrumentation Technician I - III	1	BA76	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	NON-EX	0076	2
SCADA	SCADA and Instrumentation Specialist	2	BB76	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	NON-EX	0076	2
SCADA	SCADA Supervisor	3	AC76	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	0076	4
Surveying	Survey Technician	1	BA78	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0078	2
Surveying	Surveyor	2	AB78	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0078	3
Surveying	Survey Supervisor	3	AC78	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0078	4
Trades	Trades Worker	1	BA80	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0080	1
Trades	Trades Technician	2	BB80	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	0080	1
Trades	Trades Specialist	3	BC80	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	0080	1
Trades	Trades Supervisor	4	AD80	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0080	4
Trades	Fleet Analyst	S/A	AE80	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0080	3
Utility Operations	Water Utility Trainee	1	BA82	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	0082	1
Utility Operations	Water Utility Worker	2	BB82	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	0082	1
Utility Operations	Water Utility Technician I - II	3	BC82	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	0082	1
Utility Operations	Water Utility Specialist	4	BD82	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	0082	1
Utility Operations	Water Utility Supervisor	5	AE82	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	0082	4
Utility Operations	Senior Water Utility Supervisor	6	AF82	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	0082	4
Water Resources	Water Resources Specialist I - II	1	AB84	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	0084	3
Water Resources	Senior Water Resources Specialist	2	AC84	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	0084	3
Water Resources	Water Resources Supervisor	3	AD84	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	0084	4
Water Resources	Principal Water Resources	S/A	AE84	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	0084	3



**2021 SALARY SCHEDULE  
CAREER SERVICE BY WORKING TITLE**

JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	JOB FAMILY	SALARY SCHEDULE	BARG UNIT
Accela Process Analyst I - II	1	AA34	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Information Technology	0034	3
Accountant I - II	4	AD26	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Finance	0026	3
Accounting Services Administrator	6	AF26	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Finance	0026	4
Administrative Detention Supervisor	5	AJ18	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	Court Administration	0018	4
Agenda Coordinator	2	BB02	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Administrative Support	0002	2
AMI Specialist	4	BD82	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	Utility Operations	0082	1
Animal Field Supervisor	3	AD12	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	Code Enforcement	0012	4
Animal Protection Officer I - III	1	BB12	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Code Enforcement	0012	2
Assistant Dir Of Fire Mgmt. Svcs	2	AB48	B20	\$39.61380	\$59.42070	\$82,397	\$123,595	EX	Management	0048	4
Assistant Superintendent of Golf	5	BE46	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Maintenance & Operations	0046	1
Aurora Learn Supervisor	4	AD32	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Human Resources	0032	4
Aurora Water Operations Superintendent	2	AB48	B20	\$39.61380	\$59.42070	\$82,397	\$123,595	EX	Management	0048	4
Behavior/Transfer Coordinator	1	BA04	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	Animal Services	0004	2
Benefits and Compensation Supervisor	4	AD32	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Human Resources	0032	4
Billing Manager	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Budget & Finance Program Manager	6	AF26	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Finance	0026	4
Budget Analyst I - II	4	AD26	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Finance	0026	3
Budget Officer	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Business Program Specialist	1	BA16	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Community Programs	0016	3
Business Solutions Architect I - II	1	AA34	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Information Technology	0034	3
Cashier I - II	1	BA26	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	Finance	0026	2
Chief Building Official	3	AC21	C15	\$64.81790	\$97.21140	\$134,821	\$202,200	EX	Deputy Director	0021	16
Chief Infomation Security Officer	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Chief Information and Strategy Officer	5	AE22	C25	\$72.10000	\$108.15000	\$149,968	\$224,952	EX	Director	0022	5
Chief Water Treatment Plant Operator	5	AE82	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Utility Operations	0082	4
City Clerk	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
City Engineer	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Civil Service Supervisor	4	AD32	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Human Resources	0032	4
Command Specialist	2	BB02	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Administrative Support	0002	2
Community Development Program Specialist	1	BA16	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Community Programs	0016	3
Community Engagement Administrator	4	AF14	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Communications & Marketing	0014	4
Community Outreach Coordinator	1	BA04	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	Animal Services	0004	2
Community Program Specialist I - II	1	BA16	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Community Programs	0016	3
Controller	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Council / Mayor Financial Analyst	4	AD26	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Finance	0026	3
Court Accounting Officer	6	AF26	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Finance	0026	4
Crime Scene Investigator I - III	1	BA28	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	Forensic	0028	2
Customer Service Technician	1	BA20	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Customer Service	0020	2
Dam Safety Specialist	4	BD82	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	Utility Operations	0082	1
Data Analyst	4	AD26	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Finance	0026	3
Debt & Financing Administrator	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Debt & Treasury Senior Analyst	5	AE26	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Finance	0026	3
Deputy Director of Human Resources	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Deputy Director of Information Technology	1	AA21	C05	\$56.25860	\$84.37760	\$117,018	\$175,505	EX	Deputy Director	0021	16
Deputy Director of Public Works Engineering	4	AD21	C20	\$68.92760	\$103.39140	\$143,369	\$215,054	EX	Deputy Director	0021	16
Deputy Director of Public Works Operations	4	AD21	C20	\$68.92760	\$103.39140	\$143,369	\$215,054	EX	Deputy Director	0021	16
Deputy Director of Water Financial Administration	4	AD21	C20	\$68.92760	\$103.39140	\$143,369	\$215,054	EX	Deputy Director	0021	16



**2021 SALARY SCHEDULE  
CAREER SERVICE BY WORKING TITLE**

JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	JOB FAMILY	SALARY SCHEDULE	BARG UNIT
Deputy Director of Water Ops/Env Prog	6	AF21	C30	\$77.14700	\$115.77200	\$160,466	\$240,806	EX	Deputy Director	0021	16
Deputy Director of Water Planning/Engineering	6	AF21	C30	\$77.14700	\$115.77200	\$160,466	\$240,806	EX	Deputy Director	0021	16
Deputy Director of Water Resources	4	AD21	C20	\$68.92760	\$103.39140	\$143,369	\$215,054	EX	Deputy Director	0021	16
Design Engineer	3	AB24	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Engineering	0024	3
Development Process Improvement Manager	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Development Project Manager	2	AB62	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Project Management	0062	3
Development Services/AURA Manager	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Digital Records Technician	1	BA68	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Public Safety Technical Administration	0068	2
Director of Aurora Water Operations	7	AG22	C35	\$85.17070	\$127.76120	\$177,155	\$265,743	EX	Director	0022	5
Director of Communications	3	AC22	C15	\$64.81790	\$97.21140	\$134,821	\$202,200	EX	Director	0022	5
Director of Finance	5	AE22	C25	\$72.10000	\$108.15000	\$149,968	\$224,952	EX	Director	0022	5
Director of Housing and Community Development	2	AB22	C10	\$61.44980	\$92.15410	\$127,816	\$191,681	EX	Director	0022	5
Director of Human Resources	3	AC22	C15	\$64.81790	\$97.21140	\$134,821	\$202,200	EX	Director	0022	5
Director of Library & Cultural Services	2	AB22	C10	\$61.44980	\$92.15410	\$127,816	\$191,681	EX	Director	0022	5
Director of Planning	2	AB22	C10	\$61.44980	\$92.15410	\$127,816	\$191,681	EX	Director	0022	5
Director of PROS	2	AB22	C10	\$61.44980	\$92.15410	\$127,816	\$191,681	EX	Director	0022	5
Director of Public Safety Communications Center	3	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Director of Public Works	6	AF22	C30	\$77.14700	\$115.77200	\$160,466	\$240,806	EX	Director	0022	5
Diversity, Equity, and Inclusion Officer	3	AC22	C15	\$64.81790	\$97.21140	\$134,821	\$202,200	EX	Director	0022	5
Economic and Business Development Supervisor	3	AC56	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Planning	0056	4
Electrical Plans Examiner	6	AA08	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Building Compliance	0008	3
Electrical Specialist	3	BC80	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	Trades	0080	1
Electrical Supervisor	4	AD80	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	Trades	0080	4
Employee Relations Supervisor	4	AD32	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Human Resources	0032	4
Engineering Services Manager	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Engineering Supervisor - Development Review	6	AE24	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	Engineering	0024	4
Enterprise System Supervisor	S/A	AL34	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	Information Technology	0034	4
Environmental Permitting Manager	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Event Coordinator	3	AC72	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	EX	Recreation	0072	3
Executive Assistant To Court Administrator	4	BD02	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Administrative Support	0002	3
Facilities Project Delivery Manager	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Fleet Maintenance Supervisor	4	AD80	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	Trades	0080	4
Foster Coordinator	1	BA04	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	Animal Services	0004	2
General Manager of Aurora Water	8	AH22	C40	\$93.39010	\$140.14180	\$194,251	\$291,495	EX	Director	0022	5
GIS / CMMS Supervisor	2	AB48	B20	\$39.61380	\$59.42070	\$82,397	\$123,595	EX	Management	0048	4
GIS Manager	2	AB48	B20	\$39.61380	\$59.42070	\$82,397	\$123,595	EX	Management	0048	4
Golf Irrigation Specialist	4	BC46	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Maintenance & Operations	0046	1
Golf Mechanic Specialist	4	BC46	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Maintenance & Operations	0046	1
Heavy Equipment Operator	2	BB80	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Trades	0080	1
Homelessness Program Director	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Housing Counselor	1	BA16	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Community Programs	0016	3
Housing Counselor Supervisor	3	AC16	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	Community Programs	0016	4
Housing Rehab Specialist	1	BA16	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Community Programs	0016	3
I and C Specialist	2	BB76	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	NON-EX	SCADA	0076	2
IBES Services Manager	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Information Management Technician I - II	1	BA68	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Public Safety Technical Administration	0068	2
Intake and Compliance Specialist	2	AB16	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	EX	Community Programs	0016	3



**2021 SALARY SCHEDULE  
CAREER SERVICE BY WORKING TITLE**

JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	JOB FAMILY	SALARY SCHEDULE	BARG UNIT
Intergovernmental Relations Manager	S/A	AE60	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Programs	0060	3
Internal Auditor I - III	4	AD26	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Finance	0026	3
Irrigation Specialist	4	BC46	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Maintenance & Operations	0046	1
IT Supervisor - Client Service	S/A	AL34	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	Information Technology	0034	4
IT Supervisor - Network	S/A	AL34	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	Information Technology	0034	4
IT Supervisor - PSWN	S/A	AL34	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	Information Technology	0034	4
IT Supervisor - Public Safety	S/A	AL34	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	Information Technology	0034	4
IT Supervisor - Systems	S/A	AL34	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	Information Technology	0034	4
IT Technical Program Manager	S/A	AK34	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Information Technology	0034	3
Landscape Architect I - III	2	AA42	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Landscape Architecture	0042	3
Lead / Senior Cashier	2	BB26	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	Finance	0026	2
Lead Budget Analyst	5	AE26	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Finance	0026	3
Lead Communications Specialist	3	AE14	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Communications & Marketing	0014	3
Lead Customer Service Specialist	2	BB20	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	Customer Service	0020	2
Lead Development Review	3	AC70	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	Real Property	0070	3
Lead Digital Media Records Specialist	2	BC68	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Public Safety Technical Administration	0068	2
Lead Flow Control Specialist	4	BD82	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	Utility Operations	0082	1
Lead Graphic Designer	2	BH14	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Communications & Marketing	0014	2
Lead Mail Specialist	1	BA20	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Customer Service	0020	2
Lead PS Records Specialist	2	BC68	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Public Safety Technical Administration	0068	2
Lead Revenue Agent	3	BC26	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Finance	0026	3
Lead Shelter Attendant	1	BA04	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	Animal Services	0004	2
Lead Tax Auditor	5	AE26	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Finance	0026	3
Library Security Clerk	1	BA44	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	Library	0044	2
Library Security Assistant	2	BB44	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Library	0044	2
Licensing & Compliance Analyst I - II	4	AD26	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Finance	0026	3
Licensing Inspector	4	AD26	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Finance	0026	3
Licensing Officer I - II	2	BB26	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	Finance	0026	2
M & O Traffic Signal Technician I - II	3	BB46	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	Maintenance & Operations	0046	1
Maintenance & Operations Signs / Markings I - III	2	BA46	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	Maintenance & Operations	0046	1
Maintenance & Operations Specialist - Signals	4	BC46	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Maintenance & Operations	0046	1
Maintenance & Operations Specialist - Water Resources	4	BC46	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Maintenance & Operations	0046	1
Management Analyst I - II	4	AD26	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Finance	0026	3
Manager of Accounting	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Animal Services	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Aurora Water Public Relations	3	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Budget and Finance	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Building Inspections	5	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Business Services	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Code Enforcement	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Community Relations	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Court IT	S/A	AL34	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	Information Technology	0034	4
Manager of Cultural Services	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Development Assistant	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Financial Operations	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Fire & Safety	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Fleet Services	3	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16



**2021 SALARY SCHEDULE  
CAREER SERVICE BY WORKING TITLE**

JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	JOB FAMILY	SALARY SCHEDULE	BARG UNIT
Manager of Golf	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Housing and Community Development	3	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Infrastructure	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Manager of Integrated Communications and Mktg	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Internal Audit	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Library Operations	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Marijuana Enforcement	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Marketing & Special Events	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Oil and Gas Division	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Open Space and Natural Res OPS	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Parking Program	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Parks & Forestry	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Permit Center	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Planning	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Police Business Services	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Police Records	1	AA48	B10	\$31.69310	\$47.53450	\$65,922	\$98,872	EX	Management	0048	4
Manager of Program Management	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Manager of PROS Business Services	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of PROS, Planning, Design and Construction	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Purchasing & Contracts	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Real Property Services	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Recreation Services	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Manager of Special Projects - Finance	3	AC62	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Project Management	0062	3
Manager of Tax & Licensing	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Water OPS & Maintanence	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Manager of Water Service Operations	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Manager of Water Treatment	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Monitoring & Compliance Specialist	1	BA16	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Community Programs	0016	3
Municipal Records Clerk	2	BB02	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Administrative Support	0002	2
Municipal Records Supervisor	5	AE02	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Administrative Support	0002	4
Museum Assistant	2	BB44	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Library	0044	2
Museum Specialist I - II	1	AA50	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	EX	Museum	0050	3
Neighborhood Liaison	2	AB16	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	EX	Community Programs	0016	3
OAR Program Specialist	1	BA16	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Community Programs	0016	3
Payroll Accountant	4	AD26	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Finance	0026	3
Payroll Administrator	6	AF26	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Finance	0026	4
Payroll Manager	2	AB48	B20	\$39.61380	\$59.42070	\$82,397	\$123,595	EX	Management	0048	4
Payroll Specialist	3	BC26	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Finance	0026	3
Physical Security Manager	3	AC62	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Project Management	0062	3
Planner I - II	1	AA56	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	EX	Planning	0056	3
Plans Review Manager	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
PMO Manager	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Principal Engineer	6	AE24	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	Engineering	0024	4
Principal Natural Resources	4	AD52	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Natural Resources	0052	4
Program Manager	S/A	AK34	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Information Technology	0034	3
Programmer Analyst I	1	AA34	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Information Technology	0034	3
Project Delivery Svcs. Manager	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16



**2021 SALARY SCHEDULE  
CAREER SERVICE BY WORKING TITLE**

JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	JOB FAMILY	SALARY SCHEDULE	BARG UNIT
PROS Forestry Division Superintendent	1	AA48	B10	\$31.69310	\$47.53450	\$65,922	\$98,872	EX	Management	0048	4
PROS OPS & Mgmt. Division Superintendent	1	AA48	B10	\$31.69310	\$47.53450	\$65,922	\$98,872	EX	Management	0048	4
PROS OS & Nat Res Div. Superintendent	1	AA48	B10	\$31.69310	\$47.53450	\$65,922	\$98,872	EX	Management	0048	4
PROS Recreation Division Superintendent	1	AA48	B10	\$31.69310	\$47.53450	\$65,922	\$98,872	EX	Management	0048	4
PROS Spec Events & Marketing Div. Superintendent	1	AA48	B10	\$31.69310	\$47.53450	\$65,922	\$98,872	EX	Management	0048	4
PS Safety Business Relationship Manager	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Public Request Coordinator	2	BC68	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Public Safety Technical Administration	0068	2
Public Safety Communications Operations Manager	5	AE66	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Public Safety Communications	0066	4
Public Safety Court Liaison Technician	1	BA68	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Public Safety Technical Administration	0068	2
Public Works Engineering Svcs Superintendent	2	AB48	B20	\$39.61380	\$59.42070	\$82,397	\$123,595	EX	Management	0048	4
Public Works Streets Superintendent	1	AA48	B10	\$31.69310	\$47.53450	\$65,922	\$98,872	EX	Management	0048	4
Public Works Traffic Superintendent	1	AA48	B10	\$31.69310	\$47.53450	\$65,922	\$98,872	EX	Management	0048	4
Rate Analyst	S/A	AE60	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Programs	0060	3
Real Estate Specialist	2	AB70	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Real Property	0070	3
Recruiting and HRIS Supervisor	4	AD32	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Human Resources	0032	4
Retail Project Manager	3	AC62	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Project Management	0062	3
Revenue Agent I - II	3	BC26	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Finance	0026	3
Revenue Technician	1	BA20	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Customer Service	0020	2
Risk Manager	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
S Platte Basin Supervisor	3	AD84	A60	\$45.53630	\$66.05390	\$94,716	\$137,392	EX	Water Resources	0084	4
SBDC Executive Director	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
SCADA Engineer	3	AC62	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Project Management	0062	3
SCADA Instrumentation Supervisor	3	AC76	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	SCADA	0076	4
Security Operations Engineer	3	AI34	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Information Technology	0034	3
Security Systems Analyst	1	AA34	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Information Technology	0034	3
Senior Accountant I - II	5	AE26	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Finance	0026	3
Senior Accounting Technician	3	BC26	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Finance	0026	3
Senior Business Solutions Architect	2	AF34	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Information Technology	0034	3
Senior Business System Architect	2	AF34	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Information Technology	0034	3
Senior Cable TV Producer	3	AE14	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Communications & Marketing	0014	3
Senior Development Project Manager	3	AC62	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Project Management	0062	3
Senior Event Coordinator	3	AC72	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	EX	Recreation	0072	3
Senior Financial Support Technician	2	BB26	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	Finance	0026	2
Senior Golf Equipment Specialist	4	BC46	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Maintenance & Operations	0046	1
Senior Heavy Equipment Operator	4	BD82	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	Utility Operations	0082	1
Senior Human Resources Analyst	2	AB32	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Human Resources	0032	3
Senior IT Project Manager	S/A	AK34	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Information Technology	0034	3
Senior Licensing Officer	3	BC26	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Finance	0026	3
Senior Management Analyst	5	AE26	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Finance	0026	3
Senior Payroll Accountant	5	AE26	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Finance	0026	3
Senior Permit Specialist	4	BC08	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	Building Compliance	0008	2
Senior Programmer Analyst	1	AA34	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Information Technology	0034	3
Senior Real Estate Specialist	3	AC70	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	EX	Real Property	0070	3
Senior Small Business Specialist	2	AB16	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	EX	Community Programs	0016	3
Senior Tax Auditor I - II	5	AE26	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Finance	0026	3
Senior Trades Specialist	3	BC80	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	Trades	0080	1
Senior Trades Technician	2	BB80	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	NON-EX	Trades	0080	1



**2021 SALARY SCHEDULE  
CAREER SERVICE BY WORKING TITLE**

JOB TITLE	LEVEL	JOB CODE	PAY GRADE	HOURLY MIN	HOURLY MAX	ANNUAL MIN	ANNUAL MAX	FLSA	JOB FAMILY	SALARY SCHEDULE	BARG UNIT
Senior Utility Locator Technician	3	BC82	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Utility Operations	0082	1
Senior Utility Worker	2	BB82	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Utility Operations	0082	1
Senior Water Maintenance Worker	2	BB82	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Utility Operations	0082	1
Senior Water Treatment Operator A	4	BD82	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	Utility Operations	0082	1
Senior Water Utility Specialist	4	BD82	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	Utility Operations	0082	1
Senior Water Utility Technician	3	BC82	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Utility Operations	0082	1
Senior Water Utility Worker	2	BB82	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Utility Operations	0082	1
Solution Delivery Manager	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Spinney Mountain Caretaker	5	AE82	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Utility Operations	0082	4
Street Operations Manager	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Superintendent of Facilities & Operations	2	AB48	B20	\$39.61380	\$59.42070	\$82,397	\$123,595	EX	Management	0048	4
Superintendent of Golf	1	AA48	B10	\$31.69310	\$47.53450	\$65,922	\$98,872	EX	Management	0048	4
Superintendent of Source Water	2	AB48	B20	\$39.61380	\$59.42070	\$82,397	\$123,595	EX	Management	0048	4
Superintendent of Stormwater	2	AB48	B20	\$39.61380	\$59.42070	\$82,397	\$123,595	EX	Management	0048	4
Tax And Licensing Supervisor	6	AF26	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Finance	0026	4
Tax Audit Supervisor	6	AF26	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Finance	0026	4
Tax Auditor I - II	4	AD26	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	EX	Finance	0026	3
Tax Technician I - II	2	BB26	A15	\$19.80690	\$27.72760	\$41,198	\$57,673	NON-EX	Finance	0026	2
Tech Infrastructure Manager	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Traffic Manager	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Traffic Revenue Technician	1	BA24	A30	\$25.50280	\$35.69980	\$53,046	\$74,256	NON-EX	Engineering	0024	2
Traffic Systems Specialist	1	BA76	A40	\$29.56100	\$42.83770	\$61,487	\$89,102	NON-EX	SCADA	0076	2
Training Coordinator	1	BA32	A10	\$17.72630	\$24.85390	\$36,871	\$51,696	NON-EX	Human Resources	0032	2
Transportation Project Delivery Manager	4	AD48	B60	\$45.55690	\$68.34050	\$94,758	\$142,148	EX	Management	0048	16
Treatment Technician I - II	3	BC82	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Utility Operations	0082	1
TV & Cable Services Manager	4	AF14	A50	\$35.15390	\$51.00560	\$73,120	\$106,092	EX	Communications & Marketing	0014	4
Utility Locator Technician	3	BC82	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Utility Operations	0082	1
Veterinary Assistant	1	BA04	A05	\$15.45000	\$21.58880	\$32,136	\$44,905	NON-EX	Animal Services	0004	2
Volunteer & Permitting Coordinator	3	AC72	A25	\$23.17500	\$32.38320	\$48,204	\$67,357	EX	Recreation	0072	3
Water Business Relationship Manager	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Water Heavy Equipment Operator	3	BC82	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Utility Operations	0082	1
Water Maintenance Mechanic	3	BC82	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Utility Operations	0082	1
Water Maintenance Supervisor	5	AE82	A45	\$32.33170	\$46.89590	\$67,250	\$97,543	EX	Utility Operations	0082	4
Water Planning Services Manager	5	AE48	B70	\$49.52240	\$74.28360	\$103,007	\$154,510	EX	Management	0048	16
Water Resources Project Manager	3	AC62	A55	\$40.65410	\$58.97780	\$84,561	\$122,674	EX	Project Management	0062	3
Water Tech OPS Superintendent	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Water Treatment Operator A	4	BD82	A35	\$27.18170	\$39.36660	\$56,538	\$81,883	NON-EX	Utility Operations	0082	1
Water Treatment Superintendent	3	AC48	B50	\$43.57930	\$65.36380	\$90,645	\$135,957	EX	Management	0048	16
Water Utility Mechanic	3	BC82	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Utility Operations	0082	1
Water Utility Technician - Crew Lead	3	BC82	A20	\$21.69180	\$30.30260	\$45,119	\$63,029	NON-EX	Utility Operations	0082	1



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**2021 Salary Schedule**  
**Contingent Seasonal Pay Grades**

Pay Range	001	Hourly	12.00000	-	12.00000
		Monthly	2,080.00	-	2,080.00
		Yearly	24,960.00	-	24,960.00
Pay Range	002	Hourly	12.00000	-	12.00000
		Monthly	2,080.00	-	2,080.00
		Yearly	24,960.00	-	24,960.00
Pay Range	003	Hourly	12.00000	-	12.00000
		Monthly	2,080.00	-	2,080.00
		Yearly	24,960.00	-	24,960.00
Pay Range	004	Hourly	12.00000	-	12.00000
		Monthly	2,080.00	-	2,080.00
		Yearly	24,960.00	-	24,960.00
Pay Range	005	Hourly	12.00000	-	12.00000
		Monthly	2,080.00	-	2,080.00
		Yearly	24,960.00	-	24,960.00
Pay Range	006	Hourly	12.00000	-	12.00000
		Monthly	2,080.00	-	2,080.00
		Yearly	24,960.00	-	24,960.00
Pay Range	007	Hourly	12.00000	-	12.00000
		Monthly	2,080.00	-	2,080.00
		Yearly	24,960.00	-	24,960.00
Pay Range	008	Hourly	12.00000	-	12.00350
		Monthly	2,080.00	-	2,080.61
		Yearly	24,960.00	-	24,967.28
Pay Range	009	Hourly	12.00000	-	12.72390
		Monthly	2,080.00	-	2,205.48
		Yearly	24,960.00	-	26,465.71
Pay Range	010	Hourly	12.00000	-	13.74170
		Monthly	2,080.00	-	2,381.89
		Yearly	24,960.00	-	28,582.74
Pay Range	011	Hourly	12.00000	-	14.84100
		Monthly	2,080.00	-	2,572.44
		Yearly	24,960.00	-	30,869.28
Pay Range	012	Hourly	12.00000	-	16.02820
		Monthly	2,080.00	-	2,778.22
		Yearly	24,960.00	-	33,338.66
Pay Range	013	Hourly	12.68570	-	17.74320
		Monthly	2,198.85	-	3,075.49
		Yearly	26,386.26	-	36,905.86



**2021 Salary Schedule**  
**Contingent Seasonal Pay Grades**

Pay Range	014	Hourly	13.70060	-	19.16290
		Monthly	2,374.77	-	3,321.57
		Yearly	28,497.25	-	39,858.83
Pay Range	015	Hourly	14.79670	-	20.69580
		Monthly	2,564.76	-	3,587.27
		Yearly	30,777.14	-	43,047.26
Pay Range	016	Hourly	15.98030	-	22.35170
		Monthly	2,769.92	-	3,874.29
		Yearly	33,239.02	-	46,491.54
Pay Range	017	Hourly	16.42710	-	24.13960
		Monthly	2,847.36	-	4,184.20
		Yearly	34,168.37	-	50,210.37
Pay Range	018	Hourly	17.74140	-	26.07080
		Monthly	3,075.18	-	4,518.94
		Yearly	36,902.11	-	54,227.26
Pay Range	019	Hourly	19.16070	-	28.15630
		Monthly	3,321.19	-	4,880.43
		Yearly	39,854.26	-	58,565.10
Pay Range	020	Hourly	20.69360	-	30.40920
		Monthly	3,586.89	-	5,270.93
		Yearly	43,042.69	-	63,251.14
Pay Range	021	Hourly	22.34900	-	32.84170
		Monthly	3,873.83	-	5,692.56
		Yearly	46,485.92	-	68,310.74
Pay Range	022	Hourly	24.58390	-	37.02900
		Monthly	4,261.21	-	6,418.36
		Yearly	51,134.51	-	77,020.32
Pay Range	023	Hourly	27.04210	-	40.73170
		Monthly	4,687.30	-	7,060.16
		Yearly	56,247.57	-	84,721.94
Pay Range	024	Hourly	29.74650	-	44.80520
		Monthly	5,156.06	-	7,766.23
		Yearly	61,872.72	-	93,194.82
Pay Range	025	Hourly	32.54380	-	49.07880
		Monthly	5,640.93	-	8,506.99
		Yearly	67,691.10	-	102,083.90
Pay Range	026	Hourly	35.79820	-	53.98670
		Monthly	6,205.02	-	9,357.69
		Yearly	74,460.26	-	112,292.34

Min Wage increased to \$12.00 as of 1/1/2020



**2021 Salary Schedule**  
**Contingent/Seasonal Job Titles**

POSITION TITLE	JOB CODE	PAY GRADE
ACTIVITY COORDINATOR	7554	10
ACTIVITY COORDINATOR II	7678	12
AFTER SCHOOL COORDINATOR	7532	12
AFTER SCHOOL INSTRUCTOR I-III	7570	6
AFTER SCHOOL LEADER	7648	10
AQUATICS FITNESS INSTRT I-III	7803	9
ASSISTANT NEWS PRODUCER	7654	13
ATTENDANT	7865	5
AURORA RESERVOIR GUEST SERVICES TECHNICIAN	7710	8
BACKGROUND INVESTIGATOR	7685	20
BUS DRIVER	7587	10
CADET	7645	5
CAMP/ACTIVITY ASSISTANT	7651	10
CAMP/ACTIVITY DIRECTOR	7650	11
CIVIL SERVICE BACKGROUND INVESTIGATOR	7854	0
CIVIL SERVICE COMMISSIONER	7502	6
CLERICAL AIDE	7638	1
CLERICAL ASSISTANT I	7561	7
CLERICAL ASSISTANT II	7562	9
CLERICAL ASSISTANT III	7563	11
CLERICAL ASSISTANT IV	7564	13
CLERICAL ASSISTANT V	7565	14
CLERK	7850	5
CLUB COACH	7857	0
COMMUNITY OUTREACH COORDINATOR	7612	22
CONT IRRIGATION PLANS EXAM	7692	17
CONTINGENT INSPECTOR	8005	0
CONTINGENT BUILDING INSPECTOR	6013	0
CONTINGENT PLANNER I	6009	7
CONTINGENT PLANS EXAMNER	6012	0
CONTINGENT PROJECT ENGINEER	7498	0
CONTINGENT PUBLIC IMPROVEMENT INSPECTOR	6014	18
CONTINGENT WATER PERMIT TECHNICIAN	8006	17
CONTINGENT SR CONST PERM TECH	6011	0
CONTRACT ACCOUNTANT I	7607	18
CONTRACT ADMINISTRATIVE ASSISTANT	7864	12
CONTRACT ADMINISTRATIVE SPECIALIST	7508	16
CONTRACT AIRPORT NOISE COORDINATOR	7675	22
CONTRACT ANIMAL CARE OFFICER	7809	17



**2021 Salary Schedule**  
**Contingent/Seasonal Job Titles**

POSITION TITLE	JOB CODE	PAY GRADE
CONTRACT ASSISTANT CITY ATTORNEY	7808	22
CONTRACT ASSISTANT POOL MANAGER	8003	15
CONTRACT BAILIFF	7542	11
CONTRACT CLERICAL SUPERVISOR	7619	22
CONTRACT CODE ENFORCEMENT INSPECTOR	7598	18
CONTRACT COMMUNITY NETWORKER	7693	14
CONTRACT COMPUTER TECHNICIAN	7812	13
CONTRACT CONSTR PERMIT TECHNICIAN	7688	14
CONTRACT CONSULTANT	7625	0
CONTRACT COURIER	7582	9
CONTRACT COURTROOM ASSISTANT	7609	12
CONTRACT CRIME ANALYST	7629	19
CONTRACT CRIME LAB SPECIALIST	7633	21
CONTRACT CUSTODIAN	7681	10
CONTRACT DEPUTY DIRECTOR/PWP	7844	0
CONTRACT DEPUTY PUBLIC DEFENDER	7501	20
CONTRACT DESIGN ENGINEER	7661	0
CONTRACT DETENTION OFFICER	7637	0
CONTRACT DEVELOPMENT PROJECT MANAGER	7628	0
CONTRACT ECONOMIC DEVELOPMENT SPECIALIST	7615	21
CONTRACT ENGINEER	7679	0
CONTRACT ENVIRON COMPLIANCE SPECIALIST	7683	18
CONTRACT ENVIRONMENTAL INSPECTOR	7631	18
CONTRACT FACILITIES ENGINEERING ASSISTANT	7669	18
CONTRACT FACILITIES SERVICES CONTRACT COORDINATOR	7694	17
CONTRACT FLEET MECHANIC	7647	17
CONTRACT GIS SPECIALIST	7616	21
CONTRACT GIS TECHNICIAN	7667	16
CONTRACT GOLF SHOP ASSISTANT	7660	8
CONTRACT HOUSING COUNSELOR	7618	15
CONTRACT INTERNAL AUDITOR	7686	19
CONTRACT JURY COMMISSIONER	7819	16
CONTRACT JUV COURT PROGRAM ASSISTANT	7834	13
CONTRACT LANDSCAPE ARCHITECT	7519	18
CONTRACT LEAD BAILIFF	7546	13
CONTRACT MAINTENANCE TECH	7697	14
CONTRACT MAINTENANCE TECH I	7662	13
CONTRACT MAINTENANCE TECH II	7845	16
CONTRACT MANAGEMENT ANALYST	7505	21



**2021 Salary Schedule**  
**Contingent/Seasonal Job Titles**

POSITION TITLE	JOB CODE	PAY GRADE
CONTRACT MASTER CONTROL TECHNICIAN	7507	18
CONTRACT OS/NR SPECIALIST	7644	16
CONTRACT PARALEGAL	7527	20
CONTRACT PARK RANGER	7503	17
CONTRACT PARKS PLANNER	7504	18
CONTRACT PD INTERPRETER COORDINATOR	7639	17
CONTRACT POLICE PROGRAMMER	7689	23
CONTRACT PROBATION OFFICER	7869	14
CONTRACT PROCUREMENT AGENT	7622	20
CONTRACT PRODUCTION ASSOCIATE	7668	16
CONTRACT PROGRAM AIDE	7555	10
CONTRACT PROGRAM AIDE I	8000	10
CONTRACT PROGRAM AIDE II	8002	11
CONTRACT PROGRAM SPECIALIST III	7699	19
CONTRACT PROGRAM SPECIALIST IV	7700	21
CONTRACT PROJECT MANAGER	7687	0
CONTRACT PUBLIC DEFENDER I	7600	19
CONTRACT PUBLIC INFORMATION OFFICER	7656	18
CONTRACT REPORTER/ANCHOR/PRODUCER	7674	17
CONTRACT REVENUE AGENT	7671	15
CONTRACT SENIOR BAILIFF	7544	11
CONTRACT SENIOR GOLF SHOP ASSISTANT	7659	11
CONTRACT SENIOR REPORTER/ANCHOR	7636	18
CONTRACT SENIOR SURVEY TECHNICIAN	7874	17
CONTRACT SHELTER ASSISTANT	7589	9
CONTRACT SHELTER ASSISTANT II	7545	11
CONTRACT SMALL BUSINESS COORDINATOR	7586	0
CONTRACT SMALL BUSINESS SPECIALIST	7643	20
CONTRACT SPECIAL PROJECTS COORDINATOR	7840	25
CONTRACT SR LANDSCAPE ARCHITECT	7535	22
CONTRACT SR MANAGEMENT ANALYST	7810	0
CONTRACT SR PD INTERPRETER COORDINATOR	7509	18
CONTRACT SYSTEMS ANALYST	7613	22
CONTRACT TAX AUDITOR	7838	0
CONTRACT TRAFFIC CONTROL SPEC	7623	21
CONTRACT UTILITY COORDINATOR	7863	24
CONTRACT UTILITY PROJECT MANAGER	7642	20
CONTRACT VICTIM ADVOCATE	7670	18
CONTRACT VIDEOGRAPHER	7634	15



**2021 Salary Schedule**  
**Contingent/Seasonal Job Titles**

POSITION TITLE	JOB CODE	PAY GRADE
CONTRACT WATER BILLING FIELD REPRESENTATIVE	7630	16
COURTROOM ASSISTANT	7606	12
CULTURAL SERVICES ASSISTANT	7851	8
DANCE INSTRUCTOR I	7820	9
DANCE INSTRUCTOR II	7821	12
DANCE INSTRUCTOR III	7822	13
DANCE INSTRUCTOR IV	7823	15
DANCE INSTRUCTOR V	7847	15
DANCE INSTRUCTOR VI	7848	20
DANCE INSTRUCTOR VII	7849	22
DAY CARE AIDE	7577	4
EARLY CHILDHOOD ASSISTANT I-III	7858	10
EARLY CHILDHOOD MASTER TEACHER	7861	14
EARLY CHILDHOOD SENIOR TEACHER	7860	13
EARLY CHILDHOOD TEACHER I	7855	10
EARLY CHILDHOOD TEACHER II	7856	12
EARLY CHILDHOOD TEACHER I-IV	7859	12
EARLY CHILDHOOD TEACHER/DIRECTOR	7862	16
FACILITY/GROUNDSKEEPER	7580	7
GOLF MAINTENANCE WORKER I	7816	7
GOLF MAINTENANCE WORKER II	7817	9
GOLF MAINTENANCE WORKER III	7818	11
GOLF SHOP ASSISTANT I	7813	7
GOLF SHOP ASSISTANT II	7814	9
GOLF SHOP ASSISTANT III	7815	11
GRAPHIC SPECIALIST	7530	18
GYMNASTIC INSTRUCTOR I	7824	5
GYMNASTIC INSTRUCTOR II	7825	7
GYMNASTIC INSTRUCTOR III	7826	9
GYMNASTICS INSTRUCTOR I	7870	7
GYMNASTICS INSTRUCTOR II - COACH	7871	9
GYMNASTICS INSTRUCTOR III - COACH	7872	11
GYMNASTICS INSTRUCTOR IV - COACH	7873	12
HEAD CARA COACH	7830	9
HEAD GUARD I-III	7593	9
INSTRUCTOR I	7510	1
INSTRUCTOR II	7511	5
INSTRUCTOR III	7512	9
INSTRUCTOR IV	7513	12



**2021 Salary Schedule**  
**Contingent/Seasonal Job Titles**

POSITION TITLE	JOB CODE	PAY GRADE
INSTRUCTOR V	7514	15
INSTRUCTOR VI	7515	20
INSTRUCTOR VII	7516	22
INSTRUCTOR VIII	7517	0
INTERN	7528	0
KITCHEN ASSISTANT	7666	7
LABORER	7680	6
LAW CLERK	7602	18
LAWN PERMIT TECHNICIAN	7529	10
LEAD POOL CONCESSION I-III	7836	5
LIBRARY AIDE	7596	2
LIBRARY AIDE II	7568	10
LIBRARY LIAISON	7621	17
LIBRARY PAGE	7595	1
LIBRARY SECURITY CONCIERGE	7852	12
LIBRARY SERVICES ASSISTANT I	7597	11
LIFEGUARD I-III	7571	4
LINE COOK	7866	8
MAINTENANCE AIDE	7682	7
MAINTENANCE WORKER I	7583	10
MAINTENANCE WORKER II	7584	11
MAINTENANCE WORKER III	7585	13
MANAGER ON DUTY I-III	7831	11
MASTER CONTROL OPERATOR II	7594	8
MOBILE PLAY GROUND COORDINATOR	7652	11
NURSE CONSULTANT	7518	22
OFFSET PRINTER	7839	14
OPTICAL DISK OPERATOR	7640	9
PARTS DRIVER	7802	11
POOL CASHIER I-III	7827	2
POOL CONCESSION I-III	7835	2
POOL MAINTEN WORKER I-III	7833	12
POOL RECEPTION CLERK I-III	7567	5
PROGRAM ASSISTANT I	7556	12
PROGRAM ASSISTANT II	7557	14
PROGRAM ASSISTANT III	7673	15
PROGRAM MANAGER I	7525	20
PROGRAM MANAGER II	7526	21
PROGRAM NURSE	7620	0



**2021 Salary Schedule**  
**Contingent/Seasonal Job Titles**

POSITION TITLE	JOB CODE	PAY GRADE
PROGRAM SPECIALIST	7523	16
PROGRAM SPECIALIST II	7524	18
PROGRAM SPECIALIST III	7806	19
PROGRAM SPECIALIST IV	7672	21
PROGRAM SPECIALIST V	7676	0
PROJECT MANAGER	7610	0
PROJECT SPECIAL ASSISTANT	7811	0
REC CENTER RENTAL SUPERVISOR	7641	10
RECREATION ASSISTANT I	7552	5
RECREATION ASSISTANT II	7553	8
RECREATION ASSISTANT III	7579	10
RECREATION CLERK	7560	5
RECREATION WORKER I	7550	1
RECREATION WORKER II	7551	2
RELIEF BAILIFF	7541	11
RELIEF COURT REPORTER	7540	16
RELIEF DISPATCHER II	7547	16
RELIEF DISPATCHER III	7543	18
RELIEF JUDGE	6040	608
RELIEF MARSHAL	7605	16
REVEGETATION ASSISTANT I	7798	5
REVEGETATION ASSISTANT II	7799	8
REVEGETATION ASSISTANT III	7789	11
SEASONAL BEACH LIFEGUARD	7773	7
SEASONAL CLERK	7762	5
SEASONAL ENGINEER INSPECTOR	7730	15
SEASONAL GOLF ATTENDANT	7780	1
SEASONAL GOLF RANGER	7781	4
SEASONAL GOLF SHOP ASST I	7760	4
SEASONAL GOLF SHOP ASST II	7761	7
SEASONAL GOLF STARTER	7782	4
SEASONAL GOLF WORKER I	7701	1
SEASONAL GOLF WORKER II	7702	3
SEASONAL GOLF WORKER III	7703	5
SEASONAL GOLF WORKER IV	7704	7
SEASONAL GOLF WORKER V	7705	8
SEASONAL GROUNDS WORKER	7788	1
SEASONAL HEADGUARD 1-111	7795	8
SEASONAL LIFEGUARD	7792	3



**2021 Salary Schedule**  
**Contingent/Seasonal Job Titles**

POSITION TITLE	JOB CODE	PAY GRADE
SEASONAL MAINTENANCE WORKER	7787	13
SEASONAL MAINTENANCE WORKER IV	7786	9
SEASONAL MINI GOLF MANAGER	7754	9
SEASONAL MTE WORKER I	7783	2
SEASONAL MTE WORKER II	7784	4
SEASONAL MTE WORKER III	7785	7
SEASONAL MTE WORKER V	7778	10
SEASONAL PARK RANGER II	7741	11
SEASONAL PARK RANGER TECHNICIAN	6017	7
SEASONAL POOL MAINTENANCE I-III	7828	3
SEASONAL POOL MANAGER I-III	7794	11
SEASONAL PROGRAM ASSISTANT	7757	14
SEASONAL RANGER	7740	0
SEASONAL RECREATION ASSISTANT I	7752	5
SEASONAL RECREATION ASSISTANT II	7753	8
SEASONAL RECREATION WORKER I	7750	1
SEASONAL RECREATION WORKER II	7751	2
SEASONAL SR POOL MANAGER	7711	13
SEASONAL STREETS WORKER	7720	15
SEASONAL SWIM BEACH MANAGER	7796	7
SEASONAL WEED INSPECTOR	7797	7
SENIOR AQUA FIT INSTRUCT I-III	7574	12
SENIOR CONTRACT GRAPHIC SPECIALIST	7566	18
SENIOR LIFEGUARD I-III	7590	6
SHELTER AIDE	7588	0
SHIFT SUPERVISOR	7867	9
SPECIAL FINANCIAL ADVISOR	7533	0
SPORTS OFFICIAL	7853	0
TECHNICIAN I	7538	15
TECHNICIAN II	7539	17
TEMP WATER BILLING FIELD REPRESENTATIVE	7572	12
TEMPORARY Q/C TECHNICIAN	7591	18
TENNIS INSTRUCTOR I	7520	5
TENNIS INSTRUCTOR II	7521	7
TENNIS INSTRUCTOR III	7522	9
THEATER/MUSIC PRODUCTION DIRECTOR	7506	15
TINY TOTS ASSISTANT	7558	3
TINY TOTS ASSISTANT II	7548	4
TINY TOTS GROUP LEADER	7559	8



**2021 Salary Schedule**  
**Contingent/Seasonal Job Titles**

POSITION TITLE	JOB CODE	PAY GRADE
TINY TOTS GROUP LEADER II	7549	9
VAN DRIVER	7581	9
VETERINARIAN ASSISTANT	7807	13
WATER CONSERV HOTLINE OPERATOR	7868	13
WATER MONITOR	7999	13
WATER SAFETY INSTRUCTOR I-III	7592	9
WATER SAFETY INSTRUCTOR TRAINER I-III	7837	12
WATERCRAFT INSPECTOR	7569	9



**2021 Salary Schedule  
Career Service Appendix**

**CAREER SERVICE JOB CODES DEFINED**

1st DIGIT = Unit Number		2nd DIGIT = Job Family Level	3rd and 4th DIGITS -Job Family
<u>CODE</u>	<u>STATUS Definition</u>	<u>Designator - Sequential within JF</u> (required to distinguish between titles) example: titles sorted by level to start	<u>CODE</u> <u>JOB FAMILY</u>
A	Regular Exempt		00    Appointed (Council)
B	Regular Non-Exempt		02    Administrative Support
C	Regular Other	HR Tech = BA32	04    Animal Services
D	Seasonal/Cont Exempt	HR Analyst = AB32	06    Armorer
E	Seasonal/Cont Non-Exempt	HR Program Analyst = AC32	08    Building Compliance
F	Seasonal/Cont Other	HR Program Super = AD32	10    City Attorney
G	Appointed Exempt	if added 5th TITLE = AE32 or CE32	11    City Clerk
H	Appointed Non-Exempt		12    Code Enforcement
I	Appointed Other		14    Communications & Marketing
J	Elected Exempt		16    Community Programs
K	Elected Non-Exempt		18    Court Administration
L	Elected Other		20    Customer Service
M	Other		21    Deputy Director
			22    Director
			24    Engineering
			26    Finance
			27    Fire Chief
			28    Forensic
			30    Geographic Information Services
			32    Human Resources
			34    Information Technology
			36    Inspection
			38    Judicial
			40    Laboratory
			42    Landscape Architecture
			44    Library
			46    Maintenance & Operations
			48    Management
			50    Museum
			52    Natural Resources
			54    Park Ranger
			56    Planning
			57    Police Chief
			58    Procurement
			60    Programs
			62    Project Management
			64    Public Defender
			66    Public Safety Communications
			68    Public Safety Technical Administration
			70    Real Property
			72    Recreation
			74    Risk Management
			76    SCADA
			78    Surveying
			80    Trades
			82    Utility Operations
			84    Water Resources



**MANAGEMENT AND FINANCE POLICY COMMITTEE  
WEBEX**

Members Present: Council Member David Gruber – Chair, Council Member Marciano – Vice Chair, Council Member Gardner – Member

Others Present: Council Member Pro Tem Johnston, Council Member Coombs, Council Member Berzins, R. Venegas, N. Freed, T. Velasquez, G. Hays, D. Giordano, B. Fillinger, D. Lathers, T. Vaughn, V. Rachel, S. Barkman, A. Jamison, V. Irvin, S. Newman, H. Hernandez, K. Stuart, J. Giddings, J. Schneebeck, B. Bell, E. Watson, G. Walls, S. Riggs, K. Hougen, and T. Hoyle

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**PAY RESOLUTION**

Summary of Issue and Discussion

Each year, in concert with the annual budget process, Human Resources prepares an updated pay schedule and submits the schedule with a Resolution for Council's approval. As part of the 2021 budgetary process and to sustain the compensation and the classification system adopted by the City, the attached 2021 pay schedule is proposed for classifications including but not limited to, career service, civil service (will be amended post negotiations), Department Directors, Appointees, temporary, seasonal and part-time positions.

Does the M&F Committee support approval of the proposed resolution approving the 2021 Pay Schedule and Classifications, and sending it for full Council consideration at a regular meeting?

Committee Discussion

CM Gardner: For elected officials is our pay set by voters and can we lower that without going through voters?

D. Giordano: No, it's currently in the Code written with in its base. The increases are based on Consumer Price Index (CPI) increases, or the lesser of the pay increases for the general employee population. What is being proposed in 2021 is a 2% increase, currently the CPI is just a little over that so it would be the lower of the two. So, unless we change it in the Code, that would be how we could make that change going forward.

T. Velasquez: I can add to that. There also was a vote that did change the Mayoral pay amount as well as the Council Members pay. It's been a few years back, but that did set the base wage which then was adjusted for by the CPI and Council Members receive additional stipends and allowances.

CM Gardner: So, we couldn't go below the level the voters voted on a couple years ago without another vote of the people. ]

T. Velasquez: Yes.

CM Marciano: I'm not mistaken but isn't that actually in the City's Charter and not in the city code?

D. Giordano: That's correct.

CM Gardner: What's the average increase for Career Service from 2020 to 2021?



D. Giordiana: The average increase being proposed for 2020 is a 2% increase for Career Service employee.

T. Velasquez: I would like to add to that question as well. The net effect is at 0% in the 2021 Budget and the reason for that is because of our financial situation. Therefore, there's an offset to the 2% increase with some proposed furlough days to reduce to an effective 0% increase for Career Service.

CM Gardner: But that will help us not fall further behind pay relative to other municipalities, so I think that's probably a wise move. My last question is on Civil Service employees. It looks like this is the same level as last year and I understand the why from a perspective that we haven't gone through collective bargaining yet, but I guess I'm not really comfortable moving that portion forward because it kind of sets the tone where we're going to be at and I think we need to go through bargaining before we put it into writing what pay levels are going to be for Civil Service employees.

D. Giordiana: Typically what will occur CM Gardner is that in the resolution it's called out that we have not ratified any of the negotiations for Police and Fire and so what will occur is we'll amend it upon ratification so that's what published thereafter negotiations is going to be an accurate reflection for both Police and Fire.

CM Gardner: So, I guess my follow up to that is why we don't just not include Civil Service from the resolution and do a resolution once we settle on what those increases are going to be for next year.

D. Giordiana: That's certainly an option that we can consider.

CM Gruber: My concern also is on the Civil Service side. We're not furloughing any of the Civil Service but at the same time I think that we need to reflect that we're making some change and then let the Union negotiation catch up with that. It's certainly not the fault of either the City or the two unions that the delay occurred. It's a result of COVID, but I think it's important for the City's pay scale to show an increase. So, with having that said I would recommend keep it as proposed and move this forward but before I have that vote are there any more thoughts on that?

CM Marcano: Actually, to refer back to CM Gardner's comment, is there any harm that we would cause by removing Civil Service from the equation for the moment and then adding it back in when we have the negotiations?

D. Giordiana: There's no harm in that strategy. We would still leave the resolution as written so that it gives us the authority to amend it going forward. So once the agreement is ratified we could publish an accurate amended pay scale.

CM Gardner: My opinion would be that we hold off on the Civil Service until we get through bargaining and honestly, I think we should hold off on increases for City Council as well but that's just me.

CM Gruber: First off, Dianna by making that change it won't have an impact on your ability to execute the pay scale?

D. Giordiana: It will not have an effect.



CM Gruber: I recommend that we make that change and move this forward.

The Committee agreed and all were in favor to move it forward.

Outcome

The Committee recommended that this item be moved forward to the Budget Workshop and a Regular Council meeting with the recommended change.

Follow-up Action

Staff will forward this to the Budget Workshop and a Regular Council meeting with the recommended change.





## City of Aurora Council Agenda Commentary

Item #: 11a  
SS: 10-5-20  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

<b>Item Title:</b> Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, extending the Current Ten-Month Moratorium on New Cultivations of Industrial Hemp within the City <b>(Due to this item being dual listed, the backup is included in 2b item of the Study Session Packet.)</b>
<b>Item Initiator:</b> Peterson, Robin - Mgr Of Marijuana Enforcement - Finance
<b>Staff Source:</b> Peterson, Robin - Mgr Of Marijuana Enforcement - Finance
<b>City Manager/Deputy City Manager Signature:</b> Colleen Lindstone
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

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

- |  |  |
|--|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session                   | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting      | <input type="checkbox"/> Information Only                            |

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

This item was discussed at the October 21, 2019 Study Session. First reading at full Council meeting was on November 4, 2019. Final ordinance was passed on November 19, 2019. Ordinance No. 2019-88's effective date was December 21, 2019. The ten month moratorium expires on October 21, 2020.

The city was waiting for the Colorado Department of Agriculture's to complete its hemp management plan that would regulate hemp cultivation. The Plan was submitted to the United States Department of Agriculture (USDA) on June 16, 2020 expecting an approval in late summer 2020. However, USDA did not approve the state plan because the USDA wanted more information. The new date for approval is anticipated to be November 1, 2020.

At that time, staff will provide to Council an ordinance related to growing hemp in the city of Aurora.

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

This proposed ordinance will extend the moratorium on new cultivations of industrial hemp for another ten months. As soon as the state's hemp management plan is approved by the USDA, staff will provide an ordinance for Council's consideration.

Staff respectfully requests this item to be dual listed as the expiration date of the current moratorium is October 21, 2020.



**QUESTIONS FOR COUNCIL**

Does Council wish to approve the extension of the industrial hemp moratorium and move the ordinance to City Council for introduction?

**LEGAL COMMENTS**

Local governments have the power to enact a moratorium of limited duration on zoning plan adoptions when done for the purpose of promoting long-term plans for development and well-planned growth. *Droste v. Bd. Of County Commissioners of the County of Pitkin*, 159 P.3d 601, 606 (Colo. 2007). (Money)

**PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

Moratorium on Hemp Cultivation Signed.pdf





## City of Aurora Council Agenda Commentary

Item #: 11b  
 SS: 9/14/20  
 1st: \_\_\_\_\_  
 2nd: \_\_\_\_\_

<b>Item Title:</b> Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, adopting Section 2-234(b) of the City Code pertaining to the prohibition of no-knock warrants by law enforcement
<b>Item Initiator:</b> Carrel, Danelle - Administrative Supervisor - Police
<b>Staff Source:</b> Rodgers, Nancy - Deputy City Attorney - City Attorney
<b>City Manager/Deputy City Manager Signature:</b> James Twombly
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

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

- ☐ Approve Item as proposed at Study Session
 ☐ Approve Item with Waiver of Reconsideration  
☒ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting
 ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

#### Policy Committee

Name: Public Safety, Courts and Civil Service Policy Committee

Meeting Date: 08/27/2020

Actions Taken: ☐ Recommends ☐ Do Not Recommend

- ☐ Minutes Attached  
☒ Minutes Not Available  
☒ Forwarded without Recommendation  
☐ Recommendation Report Attached

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

Councilmember Lawson requested staff prepare an ordinance pertaining to a prohibition on the execution of no knock warrants following the tragic death of Breonna Taylor in Louisville, Kentucky.

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

This ordinance would require that the Aurora Police Department have a policy prohibiting APD officers from executing a warrant that does not require the officer to first announce the officer's presence and authority before forcibly entering a premise. Following the PSCCS committee meeting, recitals were added to state the ordinance's purpose and make it clear that this ordinance does not prohibit officers from executing other "knock and announce" lawfully-issued warrants.



## QUESTIONS FOR COUNCIL

Does the Council agree to move this item forward for formal consideration at the next available Full Council meeting?

## LEGAL COMMENTS

The City Council shall have all the legislative power of the city and all powers of a home rule city not specifically limited by the Colorado Constitution and not specifically limited or conferred upon others by this Charter. Charter, Sec. 3-9.

It is the City Manager who exercises supervision and control over the administrative departments of the City. Charter, Sec. 7-4.

The Council is prohibited from giving orders to any employee of the City. Charter, Sec. 3-10.

City Charter requires that Council deal with that portion of the administrative service for which the city manager is responsible through the manager. Charter, Sec. 3-10.

For the Police Department, the rules governing the conduct of police officers and other APD employees set forth in written rules and regulations by the Chief, with the approval of the City Manager or a designee. Charter, 3-16(8).

However, Charter doesn't specifically prohibit the adoption by Council of a policy requirement when that policy is set forth by ordinance. Council is allowed to act by ordinance, resolution or motion. Charter, Sec. 5-1.

It is the duty of the police department to, among other duties, diligently and faithfully enforce all such laws, ordinances and regulations for the preservation of good order and the public welfare as the Council may enact. Charter, Sec. 3-14(6). (Rodgers)

## PUBLIC FINANCIAL IMPACT *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

## PRIVATE FISCAL IMPACT *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

N/A

## EXHIBITS ATTACHED:

20.01.122 - M - No-Knock Stats for Study Session.pdf

6a - Lawson - No Knock Ordinance (9-1-2020).pdf



ORDINANCE NO. 2020- \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,  
COLORADO, ADOPTING SECTION 2-234(b) OF THE CITY CODE PERTAINING TO THE  
PROHIBITION OF NO-KNOCK WARRANTS BY LAW ENFORCEMENT

WHEREAS, a prohibition on no-knock warrants will enhance safety for both the citizens of Aurora and for the law enforcement officers; and

WHEREAS, specific restrictions and limitations on the use of no-knock warrants are required to achieve public safety; and

WHEREAS, the intent of this ordinance is to prohibit the practice of serving a warrant upon a home or business or other property without notifying the occupants of the law enforcement officer's presence and authority before forcibly entering the property; and

WHEREAS, the prohibition on no-knock warrants does not limit law enforcement officers' ability to seek, obtain, and utilize other lawfully issued warrants that do not have a 'no-knock' component, specifically knock and announce warrants.

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 by adding a subsection, to be numbered 2-434(b), which subsection reads as follows:

**Sec. 2-434 –Police Practices**

- (b) Prohibition of No-Knock Warrants. The Aurora Police Department shall adopt policies, subject to the approval of the City Manager or his or her designee, prohibiting an Aurora police officer from executing a warrant that does not require the law enforcement officer serving the warrant to provide notice of the officer's authority and purpose before forcibly entering a premise.**

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.



Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. All acts, orders, resolutions, ordinances, or parts thereof, 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 \_\_\_\_\_, 2020.


PASSED AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
Susan Barkman, Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Nancy Rodgers, Deputy City Attorney



**Office of the Chief of Police  
Memorandum**

To: Honorable Mayor and Members of Aurora City Council  
Through: Jason Batchelor, Deputy City Manager  
From: Vanessa Wilson, Chief of Police  
Date: August 31, 2020  
Re: No-Knock Statistics

---

This information was requested by Council Member Lawson in reference to an ordinance she is proposing prohibiting No-Knock warrants. Since 2018 there have been 10 No-Knock warrants (immediate entry) issued by judges to be served in the City of Aurora. Five of those warrants were served as No-Knock warrants the other five were served as Knock and Announce (delayed entry), which means the actual entry was delayed. In both types of warrants SWAT Team personnel consistently make announcements and identify themselves to everyone in the residence. SWAT Team members continually evaluate the rapidly evolving situations, and in some circumstances, elect to conduct the warrant as a delayed entry rather than an immediate entry.

2018:

- 1 suspect arrested away from address and then served the warrant like a knock and announce (murder investigation)
- 1 immediate entry service (murder investigation)
- 1 immediate entry (guns)
- 1 suspect arrested as he was walking out. Door already open. Not served as immediate entry (guns/drugs)
- 1 breach/delay. Suspect called out of home (guns)

2019:

- 1 immediate entry (drugs/guns)
- 1 breach /delay (fortified location/drugs/guns)

2020:

- 1 immediate entry (guns/drugs)
- 1 immediate entry (assault rifles/drugs)
- 1 suspect arrested away from address. Warrant served as a knock and announce (serial armed robbers)

Additionally, 315 Knock and Announce warrants were served in the same time period. No-Knock warrants are only used in situations where there is a clear risk to the SWAT officers' lives.

2020: 80  
2019: 118  
2018: 117





## City of Aurora Council Agenda Commentary

Item #: 11c  
 SS: 9/14/20  
 1st: \_\_\_\_\_  
 2nd: \_\_\_\_\_

<b>Item Title:</b>
Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, amending article VIII of Chapter 2 of the City Code to add a new Division 6 establishing a new Civic Engagement Commission
<b>Item Initiator:</b> Dahl, Barbara - City Clerk Analyst - General Management
<b>Staff Source:</b> Barkman, Susan - Interim City Clerk - City Council
<b>City Manager/Deputy City Manager Signature:</b> James Twombly
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

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

- ☐ Approve Item as proposed at Study Session
 ☐ Approve Item with Waiver of Reconsideration  
☒ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting
 ☒ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

<b>Policy Committee</b>	Name: Public Relations, Communications, Tourism, Libraries, B&C, and Citizen Groups Policy Committee		
	Meeting Date: 07/15/2020	<input checked="" type="checkbox"/> Minutes Attached	
		<input type="checkbox"/> Minutes Not Available	
Actions Taken:	<input type="checkbox"/> Recommends	<input type="checkbox"/> Do Not Recommend	<input type="checkbox"/> Forwarded without Recommendation
			<input type="checkbox"/> Recommendation Report Attached

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

We would like to propose adding an additional commission to the City of Aurora, called the Civic Engagement Commission. The purpose of this commission is to highlight civic engagement initiatives and processes, promote an understanding and greater sense of community, and engage adults and youth alike to encourage involvement in our City.

The Public Relations, Communications, Tourism, Libraries, Boards and Commissions, and Citizen Groups Council Committee reviewed this proposal at their July 15, 2020 Committee meeting and supported moving it forward for consideration by city council.

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



We would like to propose adding an additional commission to the City of Aurora, called the Civic Engagement Commission. The purpose of this commission is to highlight civic engagement initiatives and processes, promote an understanding and greater sense of community, and engage adults and youth alike to encourage involvement in our City. The City's legal department has drafted an ordinance to capture our mission. Please see attached.

**QUESTIONS FOR COUNCIL**

Does the City Council wish to implement a Civic Engagement commission at this time?

**LEGAL COMMENTS**

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to ...

delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 City Charter, Lathers)

**PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☐ Yes ☒ No

**ORG USED:**

**PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable ☐ Significant ☐ Nominal

**EXHIBITS ATTACHED:**

071520 PRCTLBCCG Policy Committee Meeting Minutes - Civic Engagement Commission.pdf  
Draft Civic Engagement Commission Ordinance to Council Committee.docx



ORDINANCE NO. 2020- \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING ARTICLE VIII OF CHAPTER 2 OF THE CITY CODE TO ADD A NEW DIVISION 6 ESTABLISHING A NEW CIVIC ENGAGEMENT COMMISSION

WHEREAS, Article 3-9 of the City Charter establishes City Council's right to establish and to delegate to Boards and Commissions such functions as Council deems proper and advisable; and

WHEREAS, City Council firmly believes that a government should have a standing Committee seeking continually to engage the citizenry and to advise Council as to the concerns of the citizenry:

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 by adding a new Division 6 to Chapter 2 of the City Code which Division shall read as follows:

**DIVISION 6 – CIVIC ENGAGEMENT COMMISSION**

**Sec. 2-1001 – Creation and Purpose**

**There shall be a Civic Engagement Commission, the purpose of which is to enhance civic participation in order to enhance civic trust and strengthen democracy in Aurora, through the Commission's own initiatives and recommendations related to civic service, volunteerism, civic education, participation in community boards, civic organizations and community groups, and other related activities, and to support and encourage Aurorans to meaningfully participate in civic life.**

**Sec. 2-1002 – Membership Qualifications and Appointment Criteria**

**The Commission shall consist of fifteen (15) members. Five (5) members shall be appointed each year to staggered three-year terms. In appointing members to the Commission, City Council shall consider individuals who are representative of, or who have experience working with, immigrants, individuals with limited English language proficiency, people with disabilities, students, youth, seniors, veterans, community groups, advocacy groups that seek to promote transparency and accountability in government or protect civil rights, and groups or categories of residents that have been historically underrepresented in or underserved by City government and its processes. Each member shall be a resident of the City both when appointed to the Committee and while serving on the Committee.**



**Sec. 2-1003 – Purpose and Goals**

**The Commission shall provide opportunities for public participation throughout the City. The Commission shall coordinate with Council Members, community boards and other City agencies in the development and implementation of civic engagement programs. The Commission shall provide recommendations to the City Council and City management regarding the development and implementation of civic engagement programs, which may include recommendations regarding best practices for outreach and education. The Commission shall recommend to City Council new initiatives to support and partner with community-based organizations, institutions and civic leaders in the public and private sectors in their civic engagement efforts. The Commission shall work with City staff and City Council to plan and implement a civic engagement academy.**

Section 2. 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 3. All acts, orders, resolutions, ordinances, or parts thereof, 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 \_\_\_\_\_, 2020.

PASSED AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
STEPHEN J. RUGER, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID LATHERS, Senior Assistant City Attorney



**PUBLIC RELATIONS, COMMUNICATIONS, TOURISM, LIBRARIES, BOARDS AND  
COMMISSIONS AND CITIZEN GROUPS POLICY COMMITTEE**

July 15, 2020

Members Present: Council Member Alison Coombs, Chair  
Council Member Dave Gruber, Vice-Chair  
Council Member Juan Marcano

Others Present: Council Member Angela Lawson, Barb Dahl, Brooke Bell, Dave Lathers, Drake Brownfield, Kim Skaggs, Kim Stuart, Midori Clark, Rachel Allen, Steve Ruger, Scott Williams, Roberta Bloom, Gregory Long, Stephanie Swan

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**WELCOME AND INTRODUCTIONS**

Council Member (CM) Coombs welcomed everyone and introductions were made among the group.

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**REVIEW/APPROVAL OF MINUTES**

The minutes of the June 17, 2020 meeting were approved as written.

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**ANNOUNCEMENTS**

None.

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**CONSENT ITEMS**

None.

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**NEW ITEMS**

**Civic Engagement Commission**

CM Angela Lawson rejoined the meeting. CM Coombs thanked CM Lawson for inspiring this idea in her before she was ever on Council. They had talked about the possibility of having an actual commission while she was in the Citizen's Academy. She thinks it is a wonderful project that we should continue as a Council. She also thanked Barb Dahl, City Clerk Analyst, who has been so instrumental in helping them to get all the details worked out. Thanks to Dave Lathers, Senior Assistant City Attorney, who did the drafting for them and provided legal comments and questions. They are thankful to all of them for working as a team on this process as well as to a few of our community members. Wendy Flax, who is on the Library Board, was part of this process as well as Auset Maryam, who is an educator in the community and is also on the Cultural Affairs Commission. A community member also reached out to her and wanted to do something like this, and we just happened to already be in the process. So, it's wonderful to have all of them giving comments as well and participating in this with us.

CM Coombs went on to say the concept is that we will have a commission that is specifically designed to make sure community members are getting information from the city and bringing information back to the city about city policy and programming. Also, to see what's happening in the community that we can plug into and that community members can plug into so that we can increase communication and trust with government as well as general civic participation and civic life in our city. She, CM Lawson and Barb had a number of conversations about ways that we could integrate this into community organizations and groups as well as making sure we have young people engaged. CM Coombs then asked Ms. Dahl if she wanted to speak of some of the ideas of how we can further engage young people and maybe even have the commission work on scholarships.

Ms. Dahl stated that one of the things they talked about was becoming engaged with some of our schools, so they reached out to both Aurora Public Schools and Cherry Creek Schools. They've been talking to some social studies teachers as well. Aurora Central, in particular, is very interested in participating in this program. Not sure what



exactly that means at this time, but they do want to possibly set up some sort of scholarship incentives to get high school kids more engaged with local government.

CM Coombs said one of the other charges of the commission would be to help staff and council members with the Civic Engagement Academy.

CM Lawson thanked everyone that they mentioned for bringing this to the forefront. She remembered when CM Coombs was in her class and she brought this to her attention so she's glad that it's coming to life. She put together the Civic Engagement Academy and she really thinks that it's been a successful program in getting people involved with the city. She's hoping that with this commission, since she won't be here forever, this legacy will still be implemented into the city in some way. She thinks that by having the commission they will be able to grow it; they will be able to have new ideas come to fruition. She's hoping they can make sure the academy does stay. They're starting a new academy in October virtually. This is the first time she's done this but she's excited because they will probably get more people so that's what her goal is in wanting to participate in this as well. For her, civic engagement is something that she's been a champion of since she's been on council. She thanked CM Coombs.

CM Coombs stated that what they are looking at is a 15-person commission, starting with 5 people the first year, add another 5 people the second year, then another 5 people the third year. People would then be appointed to rolling three-year terms so that we can make sure we're maintaining that institutional memory and we're never at a point where its complete turnover and also so there's an ability to kind of slowly build up, and not trying to fill 15 positions all at once. Those are the main details.

She asked if Mr. Lathers had any comments about any of the drafting or legal stuff? Mr. Lathers responded that his role in this was quite mechanical. It seems to him that CM Coombs, CM Lawson and Barb have a vision here. He just tried to capture that to enable the foundation of this. It's difficult for an attorney to do something without specific direction but specific direction in the foundational document might be limiting at this point. One would hope that the commission would come back to Council with established policies and rules and directions rather than him trying to impose that and by imposing that handcuff the development and direction. So, he tried to take a very minimalistic approach to this merely to get it established and allow those with vision to enable that vision. CM Coombs stated that his help in the drafting was exceptional because they kind of came with a lot of stuff that CM Lawson and Barb had pulled from the newly established New York City Civic Engagement Commission which didn't quite match with what we do here in Aurora. She said his comments and help with making it mesh and work with our ordinances were instrumental, so thank you so much. Mr. Lathers stated that it should be very interesting too because there is some intersection with existing commissions, existing thoughts, existing initiatives, how it all plays out; he's fascinated to watch over the years.

CM Coombs added that another thing he mentioned was kind of making those rules. There will have to be bylaws, but we do want to make sure that we are engaging folks that are going to be participating in establishing those bylaws of the commission. So, we may be going to Mr. Lathers for help with how to make sure that those are all correct and fit within the letter of the law. CM Coombs then asked if there were any questions from CM Marcano or CM Gruber?

CM Marcano had a comment. He's excited to see this moving forward. He loved this idea when we talked about it, feels like a million years ago, before we got really, really engaged and he also wanted to give props to CM Lawson for setting up the academy to begin with. His wife did participate in that and she absolutely loved it and he thinks this is something that is going to leave a lasting impression on the city in the years and decades to come and he's hopeful that we become one of the most civically engaged communities in the country. That would be amazing.

CM Gruber stated this is the wrong time for something like this. We're \$55M underfunded. We're furloughing our employees. So, to create another element of bureaucracy within the government while we're in the middle of a



pandemic, it just doesn't seem like the right time. So, he's going to say no to this. CM Coombs asked if he wanted to have any further questions or discussion on that? CM Gruber said no, he's made his statement.

CM Coombs thanked him for his feedback. She thinks that in a time when we're really struggling to find new and creative ways to engage our community under the conditions of a pandemic, she is hopeful that this creates more opportunities and more feedback from the community for us to be able to address those issues well. She feels we already have existing staff that are interested and eager and community members who are interested and eager and so she's happy to be responding to that interest and that earnestness from our community around those goals of being more engaged, more informed and more connected to city government. If there are no further questions or concerns, we'll go ahead and move forward to a vote.

Prior to moving on, CM Coombs stated that she saw that it was listed as information only. She stated she probably didn't communicate very well to Stephanie on this, but she does want to move this forward to study session. DCM Freed said this really does have to move forward to Council, as it has to be a joint, overall body decision. CM Coombs stated she forgot to mention that when we got started that it was listed incorrectly.

CM Coombs apologized and stated let's go ahead and vote regarding moving this forward to study session. She, as Chair, is voting to support this. She asked CM Gruber, Vice-Chair? CM Gruber responded no. She asked CM Marcano? CM Marcano responded yes. CM Coombs said with two out of three members supporting, we're going to go ahead and move this forward to study session. Again, many thanks to staff and other council members that have been participating and supportive as well as to our community members. Thanks to everyone else as well for their attention on this item.

#### **Outcome**

The Committee voted 2-1 in favor of moving this item to a future study session.

#### **Follow-up**

Staff to place this item on a future study session.

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#### **Miscellaneous Items for Consideration**

None.

CM Coombs stated our next meeting is scheduled for Wednesday, August 19, 2020 at 3:30 p.m. Does anyone have any conflict with that time? Seeing none, we'll make that the time of our next meeting.

The meeting adjourned at 4:57 p.m.

APPROVED:

\_\_\_\_\_  
CM Alison Coombs, Chair





## City of Aurora Council Agenda Commentary

Item #: 11d  
 SS: \_\_\_\_\_  
 1st: \_\_\_\_\_  
 2nd: \_\_\_\_\_

<b>Item Title:</b> Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, appropriating sums of money in addition to those appropriated in Ordinance No. 2019-82 for the 2020 fiscal year
<b>Item Initiator:</b> Ehmann, Jackie - Budget Finance Program Manager - Finance
<b>Staff Source:</b> Hays, Greg - Budget Officer - Finance
<b>City Manager/Deputy City Manager Signature:</b>
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 6.0--Provide a well-managed and financially strong City

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

- ☐ Approve Item as proposed at Study Session
 ☐ Approve Item with Waiver of Reconsideration  
☐ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting
 ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

#### Special Session / Workshop

Name: Fall Budget Workshop

Meeting Date: 09/19/2020

Actions Taken: ☒ Recommends ☐ Do Not Recommend

- ☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

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

The City Manager released the proposed budget to Council Prior to September 1 as required by the charter. The 2020 Summer Supplemental appropriates amounts for the purposes enumerated in Appendix 3 of the 2021 Proposed Budget document entitled 2020 Summer Amendment Ordinance Appropriation Detail by Fund.

The 2020 Summer Supplemental was discussed at the City Manager's proposed budget presentation on September 8, 2020 and the September 19, 2020 fall budget workshop.

Related Agenda Items: For an Ordinance of the City of Aurora, Colorado, Adopting an Operating and Capital Improvements Projects Budget for the Fiscal Year Beginning January 1, 2021, and Ending



December 31, 2021. Also for an Ordinance of the City of Aurora, Colorado, Appropriating Sums of Money to Defray Expenses And Liabilities for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021 and for an Ordinance Establishing the Tax Levy on all Taxable Property within the Corporate Limits of the City of Aurora, Colorado, for the Tax Collection Year Beginning January 1, 2021, and Ending December 31, 2021.

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

Due to the uncertainty caused by the COVID-19 pandemic, items affecting the 2020 budget were not included in the 2020 Spring Supplemental Ordinance.

This 2020 Summer Supplemental Ordinance is required to address budget timing issues and includes technical appropriations only to either transfer budget from one part of the organization to another as a result of a reorganization or to appropriate new or existing grant funding. These supplementals are either net-zero or provide budget for grants that have been received in a prior year where the funds are part of the grant fund balance.

Ongoing supplemental items included in this request are solely associated with shifting budgets to accommodate organizational changes and are incorporated into the 2021 Proposed Budget document as if they have occurred.

**QUESTIONS FOR COUNCIL**

Does Council wish to appropriate the supplemental funds as shown in the ordinance?

**LEGAL COMMENTS**

The City Council may make appropriations in addition to those contained in the budget upon recommendation of the City Manager, provided that the Finance Director certifies there are sufficient funds available to meet such appropriations. City Charter §11-16. (Hernandez)

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☒ Yes ☐ No

The supplemental request will make adjustments to the 2020 budget.

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

no

**EXHIBITS ATTACHED:**

2020-Summer-Supp-Ordinance.pdf



ORDINANCE NO. 2020-\_\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO  
APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE  
APPROPRIATED IN ORDINANCE NO. 2019-82 FOR THE 2020 FISCAL  
YEAR

WHEREAS, pursuant to Ordinance No. 2019-82 the Council has appropriated funds for the fiscal year beginning January 1, 2020, and ending December 31, 2020 ("Fiscal Year 2020"); and

WHEREAS, additional appropriations are needed to fund new expenditures for which revenues have recently become available; and

WHEREAS, the Director of Finance has certified that unappropriated reserves and additional funding sources and revenues are available for appropriation in the various funds; and

WHEREAS, the City Manager has recommended that the various appropriations enumerated in this Ordinance be made.

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

Section 1. Appropriations in addition to those made in Ordinance No. 2019-82 shall be made for Fiscal Year 2020 for the purposes enumerated in Appendix 3 in the 2021 Proposed Budget document entitled 2020 Summer Amendment Ordinance Appropriation Detail by Fund, such document being in the form as filed with the Office of the City Clerk and presented to the Council at this meeting, all as follows:

- a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of Zero Dollars (\$0).
- b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Two Hundred Fourteen Thousand, Four Hundred Dollars (\$214,400).
- c. From the unappropriated fund balance and/or additional revenues of the Cultural Services Fund, the net amount of One Hundred Eight-Five Thousand Dollars (\$185,000).
- d. From the unappropriated fund balance and/or additional revenues of the Development Review Fund, the net amount of Zero Dollars (\$0).
- e. From the unappropriated fund balance and/or additional revenues of the Fleet Management Fund, the net amount of Zero Dollars (\$0).



- f. From the unappropriated fund balance and/or additional revenues of the Gift and Grants Fund, the net amount of Two Hundred Two Thousand, Six Hundred Twenty-Seven Dollars (\$202,627)

Section 2. Inter-fund and inter-departmental transfers shall be made as enumerated in the 2020 Summer Amendment Ordinance Appropriation Detail by Fund for Fiscal Year 2020.

Section 3. The City Manager and the Finance Director are hereby directed and authorized to expend so much of said funds as are necessary to pay for the projects and acquisitions referenced herein.

Section 4. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 5. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2020.


PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN,  
Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HANOSKY HERNANDEZ,  
Assistant City Attorney





**City of Aurora  
Council Agenda Commentary**

Item #: 11e  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, of General Improvement District 1-2007 (Cherry Creek Racquet Club) adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.

**Item Initiator:** Wishmeyer, Nancy - Controller - Finance

**Staff Source:** Wishmeyer, Nancy - Controller - Finance

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 6.0--Provide a well-managed and financially strong City

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☐ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

**PREVIOUS ACTIONS OR REVIEWS:**

**Special  
Session /  
Workshop**

Name: Budget Workshop

Meeting Date: 09/19/2020

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

- ☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

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

This budget and mill levy ordinance is the annual property tax mill levy, adopting, and appropriating ordinance for the Cherry Creek Fence General Improvement District 1-2007 (GID). On November 6, 2007, the qualified electors of the Cherry Creek Racquet Club GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Cherry Creek Racquet Club GID was to construct and finance a masonry fence. Subsequently, on March 17, 2008 council approved Ordinance 2008-14 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed \$706,000, with annual taxes not to exceed \$67,000. On August 17, 2009, council approved the bond issuance for the Cherry Creek fence.



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

As the Cherry Creek Racquet Club GID has already been formed and the bond issuance related to the fence has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. The budget and proposed mill levy for the Cherry Creek Racquet Club GID for 2021, combined with a portion of available cash on deposit in the GID's debt account, will be sufficient to bring in an estimated \$67,000 for debt service and another \$3,000 to defray maintenance costs. The revenue shall be used to defray the general expenses of the GID for the fiscal year commencing January 1, 2021, and ending December 31, 2021.

**QUESTIONS FOR COUNCIL**

Does City Council support the Cherry Creek Racquet Club GID budget and mill levy for 2021, as described above?

**LEGAL COMMENTS**

Cherry Creek Racquet Club General Improvement District No. 1-2007, is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally §29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2021 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2020. §39-5-128 C.R.S. (Hernandez)

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☐ Not Applicable ☐ Significant ☒ Nominal

Nominal

**EXHIBITS ATTACHED:**

2020-Cherry-Creek-GID-Budget.pdf



ORDINANCE NO. 2020-\_\_\_\_

AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 1-2007 (CHERRY CREEK RACQUET CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2008-14 declaring the organization of General Improvement District 1-2007 (the “District”) for constructing a masonry fence and other incidental and necessary improvements for the Cherry Creek Racquet Club neighborhood (the “Improvements”); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the “Board”), adopted Resolution No. R2008-13, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2009-34, authorizing the issuance of General Obligation Limited Tax Bonds, Series 2009 (the “Series 2009 Bonds”) for the purpose of reimbursing expenditures incurred by the City on the District’s behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2009 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2021, and ending December 31, 2021 (“Fiscal Year 2021”); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF GENERAL IMPROVEMENT DISTRICT 1-2007:

Section 1. The total budget of the District for Fiscal Year 2021 shall be Seventy Thousand Dollars (\$70,000.00), which amount shall be apportioned as follows: (i) Sixty-Seven Thousand Dollars (\$67,000.00) for purposes of discharging principal and interest on such portion of the Series 2009 Bonds as may become due and payable in 2021, and (ii) Three Thousand Dollars (\$3,000.00) for purposes of defraying expenses associated with the operation, maintenance, and repair of the Improvements.

Section 2. Pursuant to the authority granted by the voters at the November 6, 2007 regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2021, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2020, at a rate sufficient to discharge principal and interest on such portion of the Series 2009 Bonds as may become due and payable in 2021, but in no



event to generate an amount in excess of Sixty-Seven Thousand Dollars (\$67,000.00) in total revenue. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2020 certification of total assessed valuation of property within the City.

Section 3. Pursuant to the authority granted by the voters at the November 6, 2007, regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2021, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2020, at a rate sufficient to defray the expenses associated with the operation, maintenance, and repair of the Improvements in 2021, but in no event to generate an amount in excess of Three Thousand Dollars (\$3,000.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2020 certification of total assessed valuation of property within the City.

Section 4. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2020.

Section 5. There is hereby appropriated from General Improvement District No. 1-2007 Fund for Fiscal Year 2021 the sum of Seventy Thousand Dollars (\$70,000.00).

Section 6. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 7. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.


PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Presiding Officer

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN,  
Interim Ex-officio Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HANOSKY HERNANDEZ,  
Legal Counsel to the District





**City of Aurora  
Council Agenda Commentary**

Item #: 11f  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, of General Improvement District 1-2008 (Peoria Park) adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.

**Item Initiator:** Wishmeyer, Nancy - Controller - Finance

**Staff Source:** Wishmeyer, Nancy - Controller - Finance

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 6.0--Provide a well-managed and financially strong City

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☐ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

**PREVIOUS ACTIONS OR REVIEWS:**

**Special  
Session /  
Workshop**

Name: Budget Workshop

Meeting Date: 09/19/2020

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

- ☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

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

This budget and mill levy ordinance is the annual property tax mill levy, adopting, and appropriating ordinance for the Peoria Park Fence General Improvement District 1-2008 (GID). On November 4, 2008, the qualified electors of the Peoria Park GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Peoria Park GID was to construct and finance a masonry fence. Subsequently, on January 26, 2009 council approved Ordinance 2009-01 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed \$388,945, with annual debt service not to exceed \$36,000. On April 5, 2010, council approved the bond issuance for the Peoria Park fence.



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

As the Peoria Park GID has already been formed and the bond issuance related to the fence has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. The budget and proposed mill levy for the Peoria Park GID, combined with a portion of available cash on deposit in the GID's debt account, for 2021 will be sufficient to bring in an estimated \$36,000 for debt service and another \$5,825 to defray maintenance costs. The revenue shall be used to defray the general expenses of the Peoria Park GID for the fiscal year commencing January 1, 2021 and ending December 31, 2021.

**QUESTIONS FOR COUNCIL**

Does City Council support the Peoria Park GID budget and mill levy for 2021, as described above?

**LEGAL COMMENTS**

Peoria Park General Improvement District No. 1-2008, is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally §29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2021 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2020. §39-5-128 C.R.S. (Hernandez)

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☐ Not Applicable ☐ Significant ☒ Nominal

**EXHIBITS ATTACHED:**

2020-Peoria-Park-GID-Budget.pdf



ORDINANCE NO. 2020-\_\_

AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 1-2008 (PEORIA PARK) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2009-01 declaring the organization of General Improvement District 1-2008 (the “District”) for constructing a masonry fence and other incidental and necessary improvements for the Peoria Park neighborhood (the “Improvements”); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the “Board”), adopted Resolution No. R2009-04, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2010-10, authorizing the issuance of General Obligation Bonds, Series 2010 (the “Series 2010 Bonds”) for the purpose of reimbursing expenditures incurred by the City on the District’s behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2010 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2021, and ending December 31, 2021 (“Fiscal Year 2021”); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF GENERAL IMPROVEMENT DISTRICT 1-2008:

Section 1. The total budget of the District for Fiscal Year 2021 shall be Forty-One Thousand Eight Hundred and Twenty-Five Dollars (\$41,825.00), which amount shall be apportioned as follows: (i) Thirty-Six Thousand Dollars (\$36,000.00) for purposes of discharging principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2021 and (ii) Five Thousand Eight Hundred and Twenty-Five Dollars (\$5,825.00) for purposes of defraying expenses associated with the operation, maintenance, and repair of the Improvements.

Section 2. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2021, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2020, at a rate sufficient to discharge principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2021, but in no event to generate an amount in excess of Thirty-Six Thousand Dollars (\$36,000.00) in total revenue.



The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2020 certification of total assessed valuation of property within the City.

Section 3. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2021, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2020, at a rate sufficient to defray the expenses associated with the operation, maintenance, and repair of the Improvements in 2021, but in no event to generate an amount in excess of Five Thousand Eight hundred and Twenty-Five Dollars (\$5,825.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2020 certification of total assessed valuation of property within the City.

Section 4. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2020.

Section 5. There is hereby appropriated from General Improvement District No. 1-2008 Fund for Fiscal Year 2021 the sum of Forty-One Thousand Eight Hundred and Twenty-Five Dollars (\$41,825.00).

Section 6. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 7. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.


PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Presiding Officer

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN,  
Interim Ex-officio Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HANOSKY HERNANDEZ,  
Legal Counsel to the District





## City of Aurora Council Agenda Commentary

Item #: 11g

SS: \_\_\_\_\_

1st: \_\_\_\_\_

2nd: \_\_\_\_\_

**Item Title:**

Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, of General Improvement District 3-2008 (Meadow Hills Country Club) adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.

**Item Initiator:** Wishmeyer, Nancy - Controller - Finance

**Staff Source:** Wishmeyer, Nancy - Controller - Finance

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 6.0--Provide a well-managed and financially strong City

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration
- ☐ Approve Item and Move Forward to Regular Meeting
- ☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

#### Special Session / Workshop

Name: Budget Workshop

Meeting Date: 09/19/2020

☐ Minutes Attached

☒ Minutes Not Available

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

☐ Forwarded without Recommendation

☐ Recommendation Report Attached

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

This is the annual property tax mill levy, adopting, and appropriating ordinance for the Meadow Hills Country Club Fence General Improvement District 3-2008 (GID). On November 4, 2008, the qualified electors of the Meadow Hills Country Club GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Meadow Hills Country Club GID was to construct and finance a masonry fence. Subsequently, on January 26, 2009 council approved Ordinance 2009-02 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed \$685,000, with annual taxes not to exceed \$71,000. On April 5, 2010, council approved the bond issuance for the Meadow Hills Country Club fence.



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

As the Meadow Hills Country Club General Improvement District has already been formed and the bond issuance related to the fence has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. The budget and proposed mill levy for the Meadow Hills Country Club GID for 2021, combined with a portion of available cash on deposit in the GID's debt account, will be sufficient to bring in an estimated \$71,000 for debt service and another \$5,060 to defray maintenance costs. The revenue shall be used to defray the general expenses of Meadow Hills Country Club GID for the fiscal year commencing January 1, 2021 and ending December 31, 2021.

**QUESTIONS FOR COUNCIL**

Does City Council support the Meadow Hills GID budget and mill levy for 2021, as described above?

**LEGAL COMMENTS**

Meadow Hills General Improvement District No. 3-2008, is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally §29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2021 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2020. §39-5-128 C.R.S. (Hernandez)

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☐ Not Applicable ☐ Significant ☒ Nominal

**EXHIBITS ATTACHED:**

2020-Meadow-Hills-CC-GID.pdf



ORDINANCE NO. 2020-\_\_

AN ORDINANCE OF GENERAL IMPROVEMENT DISTRICT 3-2008 (MEADOW HILLS COUNTRY CLUB) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2009-02 declaring the organization of General Improvement District 3-2008 (the “District”) for the purpose of constructing a masonry fence and other incidental and necessary improvements for the Meadow Hills Country Club neighborhood (the “Improvements”); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the “Board”), adopted Resolution No. R2009-05, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2010-11, authorizing the issuance of General Obligation Bonds, Series 2010 (the “Series 2010 Bonds”) for the purpose of reimbursing expenditures incurred by the City on the District’s behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2010 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2021, and ending December 31, 2021 (“Fiscal Year 2021”); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF GENERAL IMPROVEMENT DISTRICT 3-2008:

Section 1. The total budget of the District for Fiscal Year 2021 shall be Seventy-Six Thousand and Sixty Dollars (\$76,060.00), which amount shall be apportioned as follows: (i) Seventy-One Thousand Dollars (\$71,000.00) for purposes of discharging principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2021, and (ii) Five Thousand and Sixty Dollars (\$5,060.00) for purposes of defraying expenses associated with the operation, maintenance, and repair of the Improvements.

Section 2. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2021, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2020, at a rate sufficient to discharge principal and interest on such portion of the Series 2010 Bonds as may become due and payable in 2021, but in no



event to generate an amount in excess of Seventy-One Thousand Dollars (\$71,000) in total revenue. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2020 certification of total assessed valuation of property within the City.

Section 3. Pursuant to the authority granted by the voters at the November 4, 2008, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2021, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2020, at a rate sufficient to defray the expenses associated with the operation, maintenance, and repair of the Improvements in 2021, but in no event to generate an amount in excess of Five Thousand and Sixty Dollars (\$5,060.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2020 certification of total assessed valuation of property within the City.

Section 4. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2020.

Section 5. There is hereby appropriated from General Improvement District No. 3-2008 Fund for Fiscal Year 2021 the sum of Seventy-Six Thousand and Sixty Dollars (\$76,060).

Section 6. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 7. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

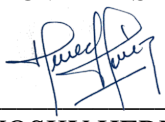
PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Presiding Officer

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN,  
Interim Ex-officio Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HANOSKY HERNANDEZ,  
Legal Counsel to the District





## City of Aurora Council Agenda Commentary

Item #: 11h

SS: \_\_\_\_\_

1st: \_\_\_\_\_

2nd: \_\_\_\_\_

**Item Title:**

Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, of General Improvement District 2-2009 (Pier Point 7) adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.

**Item Initiator:** Wishmeyer, Nancy - Controller - Finance

**Staff Source:** Wishmeyer, Nancy - Controller - Finance

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 6.0--Provide a well-managed and financially strong City

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

### PREVIOUS ACTIONS OR REVIEWS:

#### Special Session / Workshop

Name: Budget Workshop

Meeting Date: 09/19/2020

Actions Taken: ☒ Recommends ☐ Do Not Recommend

- |   |
|---|
| <input type="checkbox"/> Minutes Attached                 |
| <input checked="" type="checkbox"/> Minutes Not Available |
| <input type="checkbox"/> Forwarded without Recommendation |
| <input type="checkbox"/> Recommendation Report Attached   |

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

This is the annual property tax mill levy, adopting, and appropriating ordinance for the Pier Point 7 General Improvement District 2-2009 (GID). On November 3, 2009, the qualified electors of the Pier Point 7 GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Pier Point 7 GID was to repair and replace the sewer lines and related work. Subsequently, on January 11, 2010 council approved Ordinance 2009-61 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed \$3,500,000, with annual taxes not to exceed \$371,277. On April 11, 2011, council approved the bond issuance for the Pier Point 7 sewer General Improvement District.



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

As the Pier Point 7 GID has already been formed and the bond issuance related to the sewer line improvements has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. For 2021, the budget and proposed mill levy for the Pier Point 7 GID, combined with a portion of available cash on deposit in the GID's account, will be sufficient to bring in an estimated \$371,277 for debt service. The revenue shall be used to defray the general expenses of Pier Point 7 GID for the fiscal year commencing January 1, 2021 and ending December 31, 2021.

**QUESTIONS FOR COUNCIL**

Does City Council support the Pier Point 7 GID budget and mill levy for 2021, as described above?

**LEGAL COMMENTS**

Pier Point 7 General Improvement District No. 2-2009, is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally §29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2021 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2020. §39-5-128 C.R.S. (Hernandez)

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☐ Not Applicable ☐ Significant ☒ Nominal

**EXHIBITS ATTACHED:**

2020-Pier-Point-7-GID-Budget.pdf



ORDINANCE NO. 2020-\_\_\_

AN ORDINANCE OF PIER POINT 7 GENERAL IMPROVEMENT DISTRICT 2-2009 ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2009-61 declaring the organization of Pier Point 7 General Improvement District 2-2009 (the “District”) to provide essential sanitary sewer system improvements and services within District boundaries, including, but not limited to, collection mains and laterals, transmission lines, and related landscaping improvements, together with all necessary, incidental and appurtenant facilities, equipment, land, easements, and extensions of and improvements to such facilities, all for the purpose of upgrading the existing private sanitary sewer system to City standards for ownership and maintenance by the City (the “Improvements”); and

WHEREAS, following the organization of the District, the Council, sitting *ex-officio* as the Board of Directors of the District (the “Board”), adopted Resolution No. R2010-03, appointing the City to act as the authorized agent of the District in the performance of all services necessary and appurtenant to the construction, installation, operation, maintenance, and repair of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2011-06, authorizing the issuance of General Obligation Bonds, Series 2011 (the “Series 2011 Bonds”) for the purpose of reimbursing expenditures incurred by the City on the District’s behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2011 Bonds, the District will receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2021, and ending December 31, 2021 (“Fiscal Year 2021”); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF PIER POINT 7 GENERAL IMPROVEMENT DISTRICT 2-2009:

Section 1. The total budget of the District for Fiscal Year 2021 shall be Three Hundred Seventy-One Thousand Two Hundred and Seventy-Seven Dollars (\$371,277.00), which amount shall be expended for the purpose of discharging principal and interest on such portion of the Series 2011 Bonds as may become due and payable in 2021.



Section 2. Pursuant to the authority granted by the voters at the November 3, 2009, regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2021, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2020, at a rate sufficient to discharge principal and interest on such portion of the Series 2011 Bonds as may become due and payable in 2021, but in no event to generate an amount in excess of Three Hundred Seventy-One Thousand Two Hundred and Seventy-Seven Dollars (\$371,277.00) in total revenue. The City Manager and Finance Director are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2020 certification of total assessed valuation of property within the City.

Section 3. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2020.

Section 4. There is hereby appropriated from the Pier Point 7 General Improvement District No. 2-2009 Fund for Fiscal Year 2021 the sum of Three Hundred Seventy-One Thousand Two Hundred and Seventy-Seven Dollars (\$371,277.00).

Section 5. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 6. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

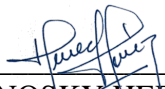
PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Presiding Officer

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN,  
Interim Ex-officio Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HANOSKY HERNANDEZ,  
Legal Counsel to the District





## City of Aurora Council Agenda Commentary

Item #: 11i  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, of General Improvement District 2-2011 (Aurora Conference Center) adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.

**Item Initiator:** Wishmeyer, Nancy - Controller - Finance

**Staff Source:** Wishmeyer, Nancy - Controller - Finance

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 6.0--Provide a well-managed and financially strong City

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☐ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

#### Special Session / Workshop

Name: Budget Workshop

Meeting Date: 09/19/2020

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

- ☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

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

This budget and mill levy ordinance is the annual property tax mill levy, adopting, and appropriating ordinance for the Aurora Conference Center General Improvement District 2-2011(GID). On November 1, 2011, the qualified electors of the Aurora Conference Center GID voted in favor of 1) authorizing the levy of an ad valorem property tax for the construction and/or to incentivize a public conference center and related improvements to attract tourism to the area and stimulate development of property within and surrounding the GID; 2) authorizing the pledge of a portion of such ad valorem property tax to the payment of obligations incurred by the Colorado International Center Metropolitan District No. 4 (the "CIC District") to provide off-site public infrastructure; and 3) authorizing the pledge of a portion



of such ad valorem property tax to the payment of obligations incurred by the Aurora High Point at DIA Metropolitan District (the "AHP District") to provide for the payment of future regional infrastructure costs, all for the benefit of GID taxpayers.

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

As the Aurora Conference Center GID has already been formed, this is a technical mechanism to create the budget authority for the upcoming year. The budget for the Aurora Conference Center GID, for collection in 2021, is \$14,000,000.00 and the mills will be 40.000 mills. The revenue shall be used to defray the general expenses of the Aurora Conference Center GID for the fiscal year commencing January 1, 2021 and ending December 31, 2021.

**QUESTIONS FOR COUNCIL**

Does City Council support the Aurora Conference Center GID budget and mill levy for 2021, as described above?

**LEGAL COMMENTS**

The Aurora Conference Center General Improvement District No. 2-2011, is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally §29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2021 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2020. §39-5-128 C.R.S. (Hernandez)

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☐ Not Applicable ☐ Significant ☒ Nominal

**EXHIBITS ATTACHED:**

2020-ACC-GID-Budget.pdf



ORDINANCE NO. 2020-\_\_\_\_

AN ORDINANCE OF THE AURORA CONFERENCE CENTER GENERAL IMPROVEMENT DISTRICT (NO. 2-2011) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021

WHEREAS, on July 11, 2011, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), adopted Ordinance No. 2011-17 (the “GID Ordinance”) declaring the organization of the Aurora Conference Center General Improvement District (No. 2-2011) (the “GID”); and

WHEREAS, the GID Ordinance further provided for the submission to a vote of the registered electors of the GID ballot questions: (i) authorizing the levy of an ad valorem property tax for the construction and/or to incentivize a public conference center and related improvements to attract tourism to the area and stimulate development of property within and surrounding the GID; (ii) authorizing the pledge of a portion of such ad valorem property tax to the payment of obligations incurred by the Colorado International Center Metropolitan District No. 4 (the “CIC District”) to provide off-site public infrastructure and (iii) authorizing the pledge of a portion of such ad valorem property tax to the payment of obligations incurred by the Aurora High Point at DIA Metropolitan District (the “AHP District”) to provide for the payment of future regional infrastructure costs, all for the benefit of GID taxpayers; and

WHEREAS, subsequently, at an election duly called and held on November 1, 2011, the qualified electors of the GID approved each of the ballot questions submitted: and

WHEREAS, as a result, the GID will receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2021, and ending December 31, 2021 (“Fiscal Year 2021”); and

WHEREAS, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF AURORA CONFERENCE CENTER GENERAL IMPROVEMENT DISTRICT (NO. 2-2011):

Section 1. The total budget of the GID for Fiscal Year 2021 shall be Fourteen Million Dollars (\$14,000,000.00), which amount shall be expended for the following purposes:

- a. Thirteen Million Four-Hundred and Fifty Thousand (\$13,450,000.00) for the construction and/or to incent the construction of a public conference center and related improvements to attract tourism to the area and stimulate development of the property within and surrounding the GID, or any other legally permitted public purposes; and



- b. Five-Hundred and Fifty Thousand Dollars (\$550,000.00) for the payment of obligations incurred by the GID to the CIC District to provide off-site public infrastructure, or for any other legally permitted public purposes.

Section 2. Pursuant to the authority granted by the voters at the November 1, 2011, regular municipal election, there is hereby levied upon all taxable property within the corporate limits of the GID, for collection in 2021, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2020, at the rate of forty (40) mills.

Section 3. The City Manager and the Budget Officer are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Adams, State of Colorado, on or before December 15, 2020.

Section 4. There is hereby appropriated from the Aurora Conference Center General Improvement District (No. 2-2011) Fund for Fiscal Year 2021 the sum of Fourteen Million Dollars (\$14,000,000.00)

Section 5. All ordinances of the GID or parts thereof in conflict with this ordinance are hereby repealed.

Section 6. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.


PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Presiding Officer

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN,  
Interim Ex-officio Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HANOSKY HERNANDEZ,  
Legal Counsel to the GID





## City of Aurora Council Agenda Commentary

Item #: 11j  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, General Improvement District 1-2016 adopting an operating budget, establishing the tax levy, and appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021, and ending December 31, 2021.

**Item Initiator:** Wishmeyer, Nancy - Controller - Finance

**Staff Source:** Wishmeyer, Nancy - Controller - Finance

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 6.0--Provide a well-managed and financially strong City

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☐ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

#### Special Session / Workshop

Name: Budget Workshop

Meeting Date: 09/19/2020

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

- ☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

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

This is the annual property tax mill levy, adopting, and appropriating ordinance for the Cobblewood General Improvement District 1-2016 (GID). On November 8, 2016, the qualified electors of the Cobblewood GID voted in favor of the issuance of general obligation indebtedness and the imposition of taxes for the repayment of debt. The purpose of the Cobblewood GID was to repair and replace the private neighborhood street and grant the new street to the City. Subsequently, on January 9, 2017, council approved Ordinance 2016-71 declaring organization of the district. Per the ballot issue, final costs for the project will not exceed \$935,550.00, with annual taxes not to exceed \$95,000.00. On August 26, 2017, council approved the bond issuance for the Cobblewood General Improvement District.



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

As the Cobblewood GID has already been formed and the bond issuance related to the street improvements has already been approved, this is a technical mechanism to create the budget authority and mill levies for the upcoming year. For 2021, the budget and proposed mill levy for the Cobblewood GID, combined with a portion of available cash on deposit in the GID's account, will be sufficient to bring in an estimated \$95,000.00 for debt service. The revenue shall be used to defray the general expenses of Cobblewood GID for the fiscal year commencing January 1, 2021 and ending December 31, 2021.

**QUESTIONS FOR COUNCIL**

Does City Council support the Cobblewood GID budget and mill levy for 2021, as described above?

**LEGAL COMMENTS**

Cobblewood General Improvement District No. 1-2016, is a taxing unit of the City and, as such, is required by law to adopt its own budget and to make appropriations. See generally §29-1-103 C.R.S. The District has issued bonds and will incur expenses in the 2021 fiscal year. As a result, the District will need to certify a debt service and operating mill levy to Arapahoe County by no later than December 15th, 2020. §39-5-128 C.R.S. (Hernandez)

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☐ Not Applicable ☐ Significant ☒ Nominal

**EXHIBITS ATTACHED:**

2020-Cobblewood-GID-Budget.pdf



ORDINANCE NO. 2020-\_\_

AN ORDINANCE OF COBBLEWOOD GENERAL IMPROVEMENT DISTRICT 1-2016 (COBBLEWOOD GENERAL IMPROVEMENT DISTRICT) ADOPTING AN OPERATING BUDGET, ESTABLISHING THE TAX LEVY, AND APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”), has adopted Ordinance No. 2016-71 declaring the organization of Cobblewood General Improvement District 1-2016 (the “District”) for the purpose of providing street improvements to South Kingston Circle, and other incidental and necessary improvements for the Cobblewood neighborhood (the “Improvements”); and

WHEREAS, Ordinance 2016-71 authorized the City council to be the *ex-officio* Board of Directors of the District (the “Board”), and Resolution 2017-13 appointed the City as the authorized agent for the District, and also authorized the City to perform all services necessary and appurtenant to the construction and installation of the Improvements, all funding for which would be provided by the District; and

WHEREAS, subsequently, the Board adopted Ordinance No. 2017-24, authorizing the issuance of General Obligation Bonds, Series 2017 (the “Series 2017 Bonds”) for the purpose of reimbursing expenditures incurred by the City on the District’s behalf in constructing the Improvements; and

WHEREAS, as a result of issuing the Series 2017 Bonds and of constructing and maintaining the Improvements, the District is expected to receive revenues and incur expenditures during the course of the fiscal year beginning January 1, 2021, and ending December 31, 2021 (“Fiscal Year 2021”); and

WHEREAS, as such, it is incumbent upon the Board to adopt an operating budget for the District, establish a District tax levy, and appropriate sums of money to defray expenses and liabilities of the District for Fiscal Year 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACTING AS THE *EX-OFFICIO* BOARD OF DIRECTORS OF COBBLEWOOD GENERAL IMPROVEMENT DISTRICT 1-2016:

Section 1. The total budget of the District for Fiscal Year 2021 shall be Ninety-Five Thousand Dollars (\$95,000.00), which amount shall be apportioned for purposes of discharging principal and interest on such portion of the Series 2017 Bonds as may become due and payable in 2021.

Section 2. Pursuant to the authority granted by the voters at the November 8, 2016, statewide general election, there is hereby levied upon all taxable property within the corporate limits of the District, for collection in 2021, a tax on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2020, at a rate sufficient to discharge principal and interest on such portion of the Series 2017 Bonds as may become due and payable in 2021, but in no event to generate an amount in excess of Ninety-Five Thousand Dollars (\$95,000.00) in total



revenue. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10, 2020 certification of total assessed valuation of property within the City.

Section 3. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the County of Arapahoe, State of Colorado, on or before December 15, 2020.

Section 4. There is hereby appropriated from Cobblewood General Improvement District No. 1-2016 Fund for Fiscal Year 2021 the sum of Ninety-Five Thousand Dollars (\$95,000.00).

Section 5. All ordinances of the District or parts thereof in conflict with this ordinance are hereby repealed.

Section 6. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.


PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Presiding Officer

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN,  
Interim Ex-officio Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HANOSKY HERNANDEZ,  
Legal Counsel to the District





## City of Aurora Council Agenda Commentary

Item #: 11k  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, adopting an operating and capital improvements projects budget for the fiscal year beginning January 1, 2021, and ending December 31, 2021.

**Item Initiator:** Ehmann, Jackie - Budget Finance Program Manager - Finance

**Staff Source:** Hays, Greg - Budget Officer - Finance

**City Manager/Deputy City Manager Signature:** Colleen Lindstone

**Outside Speaker:**

**Council Goal:** 2012: 6.0--Provide a well-managed and financially strong City

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration
- ☐ Approve Item and Move Forward to Regular Meeting
- ☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

**Study Session** Meeting Date: 09/19/2021 09/19/2021

Actions Taken: ☐ Recommends      ☐ Do Not Recommend

- ☒ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

### Special Session / Workshop

Name: Fall Budget Workshop

Meeting Date: 09/19/2020

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

- ☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

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

The 2021 Proposed Budget was discussed at the City Manager's Budget Presentation and the Boards and Commissions Presentation on September 8, 2020 and the September 19, 2020 Budget Workshop.



At the Budget Workshop, modifications were requested by Council. The attached Schedule B provides a summary of the changes from the workshop.

Related Agenda Items: For an Ordinance of the City of Aurora, Colorado, Appropriating Sums of Money to Defray Expenses And Liabilities for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021, for an Ordinance Establishing the Tax Levy on all Taxable Property within the Corporate Limits of the City of Aurora, Colorado, for the Tax Collection Year Beginning January 1, 2021 and Ending December 31, 2021 and for an ordinance of the City of Aurora, Colorado appropriating sums of money in addition to those appropriated in ordinance no. 2019-82 for the 2020 fiscal year.

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

The budget has been the subject of two public hearings held in April and August and budget town meetings held in May, June, July, August, and September. Input was received from citizen committees and Council resulting from several work sessions to examine the budget. The budget is now ready for Council action. This ordinance establishes the Fiscal Year 2021 budget at a total of \$920,057,046 of which \$69,754,637 represents fund transfers resulting in a net budget of \$850,302,409.

**QUESTIONS FOR COUNCIL**

Does Council wish to adopt the 2021 Budget as shown in the ordinance?

**LEGAL COMMENTS**

Section 11-6 of the City Charter requires City Council to introduce an ordinance for the budget not less than thirty (30) days prior to the first day of the next fiscal year. This ordinance is in compliance with Section 11-6 of the City Charter and with the procedure required in Section 2-589 of the City Code. (Hernandez)

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☒ Yes ☐ No

This ordinance establishes the limits on spending for the Fiscal Year beginning January 1, 2021 and ending December 31, 2021.

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

N/A

**EXHIBITS ATTACHED:**

2021 Budget - Adopting - Ordinance.pdf  
2021 Budget - Schedule A Budget Detail Final.pdf  
2021 Budget - Schedule B Council Adjustments 21adopt.pdf



ORDINANCE NO. 2020-\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO,  
ADOPTING AN OPERATING AND CAPITAL IMPROVEMENTS PROJECTS  
BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND  
ENDING DECEMBER 31, 2021

WHEREAS, Section 11-6 of the City Charter of the City of Aurora, Colorado (the “City”), requires that the City Council (the “Council”) adopt an ordinance for the annual budget; and

WHEREAS, the City Manager, in accordance with Section 11-2 of the City Charter, has submitted to the Council a proposed annual budget for the year beginning January 1, 2021, and ending December 31, 2021 (“Fiscal Year 2021”); and

WHEREAS, the Council has conducted public hearings to receive citizen input, has received reports from the Citizens' Advisory Budget Committee and the Citizens' Advisory Committee on Housing and Community Development, and has reviewed the budget recommended by the City Manager; and

WHEREAS, the City has complied with all applicable municipal, state, and federal rules, regulations and statutes concerning public hearings, public notices, and public meetings in formulating and adopting a budget for Fiscal Year 2021.

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

Section 1. The City Council hereby adopts as the budget of the City for Fiscal Year 2021 the City Manager’s proposed annual budget, which budget has been presented to the Council and shall be in the form on file and available for inspection in the City Budget Office as of November 5, 2020.

Section 2. The total budget for the City for Fiscal Year 2021, shall be Nine Hundred Twenty Million, Fifty-Seven Thousand, Forty-Six Dollars (\$920,057,046). Excluding fund transfers in the amount of Sixty-Nine Million, Seven Hundred Fifty-Four Thousand, Six Hundred Thirty-Seven Dollars (\$69,754,637), the net total appropriation of the City is Eight Hundred Fifty Million, Three Hundred Two Thousand, Four Hundred Nine Dollars (\$850,302,409).

Section 3. In accordance with Section 2-596 of the City Code, the following capital assets are designated to serve as the City’s TABOR Emergency Reserve requirement for Fiscal Year 2021:

Land Parcel No. 0181700000229	\$ 2,750,000.00
Land Parcel No. 0181900000157/0181730300004	\$ 6,800,000.00
<u>Land Parcel No. 0181900000162/161</u>	<u>\$ 1,650,000.00</u>



Total

\$11,200,000.00

Section 4. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.


PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN,  
Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HANOSKY HERNANDEZ,  
Assistant City Attorney



## Schedule A

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### City Of Aurora 2021 Budget

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<u>Summary</u>	<u>Amount</u>
<b>Operating</b>	
General Fund	\$ 368,560,925
Other Funds	273,183,204
<b>Total Operating</b>	<b>641,744,129</b>
<b>Capital</b>	<b>278,312,917</b>
<b>Total FY2021 Budget</b>	<b>920,057,046</b>
Less: Transfers	(69,754,637)
<b>Net FY2021 Budget</b>	<b>\$ 850,302,409</b>

<u>General Fund - Operating</u>	<u>Amount</u>
City Attorney	\$ 7,093,941
City Council	1,351,384
Civil Service Commission	947,363
Communications	3,794,021
Court Administration	10,357,491
Finance	8,282,873
Fire	62,458,706
General Management	4,769,623
Housing & Community Services	6,548,780
Human Resources	2,703,030
Information Technology	13,093,003
Judicial	3,014,246
Library & Cultural Services	5,726,785
Non-Departmental	56,079,429
Parks, Recreation & Open Space	14,919,524
Planning & Development Services	2,934,894
Police	122,318,901
Public Defender	1,527,031
Public Safety Communications	6,810,366
Public Works	33,829,534
<b>Total General Fund Operating</b>	<b>\$ 368,560,925</b>



## Schedule A

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### City Of Aurora 2021 Budget

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<b><u>Other Funds - Operating</u></b>	<b><u>Total Uses Amount</u></b>
Community Development Fund	\$ 4,961,147
Conservation Trust Fund	1,456,256
Cultural Services Fund	3,376,744
Debt Service (SID) Fund	107,229
Designated Revenues Fund	8,544,525
Development Review Fund	17,548,556
Enhanced E-911 Fund	8,750,424
Fleet Management Fund	10,429,774
Gifts & Grants Fund	10,834,004
Golf Courses Fund	7,985,613
Marijuana Tax Revenue Fund	11,667,493
Open Space Fund	5,340,315
Parking and Mobility Fund	1,036,043
Parks Development Fund	-
Recreation Fund	14,511,103
Risk Management Fund	13,226,831
Wastewater Fund	60,929,079
Water Fund	92,478,068
<b>Total Other Funds - Operating</b>	<b>\$ 273,183,204</b>
<b><u>Other Funds - Capital</u></b>	
Capital Projects Fund	\$ 39,197,944
Conservation Trust Fund	2,345,000
Enhanced E-911 Fund	3,182,000
Golf Courses Fund	700,000
Open Space Fund	2,118,517
Parks Development Fund	1,000,000
Wastewater Fund	79,648,848
Water Fund	150,120,608
<b>Total Other Funds - Capital</b>	<b>\$ 278,312,917</b>
<b>Total Other Funds</b>	<b>\$ 551,496,121</b>
<b>Total All Funds</b>	<b>\$ 920,057,046</b>



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**Schedule A**

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**City Of Aurora**  
**2021 Budget**

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**Operating Transfers****General Fund**

Transfer to ACLC	\$	10,335,412
Transfer to Community Development Fund		275,844
Transfer to Capital Projects Fund		32,456,842
Transfer to Cultural Services Fund		1,345,163
Transfer to Designated Revenue Fund		238,958
Transfer to-Enhanced E-911 Fund		4,775,892
Transfer to Recreation Fund		6,428,952
Transfer to Risk Fund		63,000
Transfer to Parking and Mobility Fund		606,707
<b>Total General Fund</b>	<b>\$</b>	<b>56,526,770</b>

**Conservation Trust Fund**

Transfer to Golf Fund	\$	250,000
<b>Total Conservation Trust Fund</b>	<b>\$</b>	<b>250,000</b>

**Development Review Fund**

Transfer to General Fund	\$	2,274,944
<b>Total Development Review Fund</b>	<b>\$</b>	<b>2,274,944</b>

**Gifts and Grants Fund**

Transfer to General Fund	\$	124,134
<b>Total Gifts and Grants Fund</b>	<b>\$</b>	<b>124,134</b>

**Golf Courses Fund**

Transfer to Capital Projects Fund	\$	74,000
<b>Total Golf Courses Fund</b>	<b>\$</b>	<b>74,000</b>

**Marijuana Tax Revenue Fund**

Transfer to ACLC	\$	8,000,000
Transfer to Capital Projects		250,000
Transfer to Designated Revenue Fund		1,130,539
<b>Total Marijuana Tax Revenue Fund</b>	<b>\$</b>	<b>9,380,539</b>

**Open Space Fund**

Transfer to ACLC		1,124,250
<b>Total Open Space Fund</b>	<b>\$</b>	<b>1,124,250</b>

**FY2021 Operating Transfers**

<b>\$</b>	<b>69,754,637</b>
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## City Council Adjustments to City Manager's 2021 Proposed Budget

		FTE Change	Sources		Uses	
Fund / Department	Adjustments		Revenue / Transfers In	One-Time Budget	Ongoing Budget	
<b>General Fund</b>						
<b>Council Adjustments</b>						
Communications	1.0 FTE Public Information Officer for Police Matters	1.00	\$ -	\$ -	\$ 130,000	
Fire	Restore 50% of Proposed Medical Service Unit Overtime Cut	-	-	272,500	-	
General Management	1.0 FTE Internal Auditor for Police Matters	1.00	-	-	105,000	
Housing and Community Services	1.0 FTE Mental Health Program Manager and CAHOOTS-Style Program	1.00	-	-	265,000	
Library and Cultural Services	Restore 1/4th of Proposed Material Acquisition Cut	-	-	76,600		
Non-Departmental	One-Time Transfer from General Fund to Capital Projects Fund for Road Maintenance	-	-	500,000	-	
Police	Expansion of Mandatory Mental Wellness Checks Program	-	-	62,250	-	
Police	Budget Reduction to Reflect Increased Police Turnover	-	-	-	(500,000)	
<b>Total General Fund Council Adjustments</b>		<b>3.00</b>	<b>\$ -</b>	<b>\$ 911,350</b>	<b>\$ -</b>	
<b>2021 General Fund Bottom Line Funds Available Adjustment</b>					<b>\$ (911,350)</b>	
<b>Capital Projects Fund</b>						
<b>Council Adjustments</b>						
Public Works	Additional Road Maintenance Funding	-	\$ 500,000	\$ 500,000	\$ -	
<b>Total Capital Projects Fund Council Adjustments</b>		<b>-</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>	<b>\$ -</b>	
<b>2021 Capital Projects Fund Bottom Line Funds Available Adjustment</b>					<b>\$ -</b>	
<b>TOTAL BUDGET ADJUSTMENTS FOR ALL FUNDS</b>		<b>3.00</b>	<b>\$ 500,000</b>	<b>\$ 1,411,350</b>	<b>\$ (911,350)</b>	





**City of Aurora  
Council Agenda Commentary**

Item #: 111  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, establishing the tax levy on all taxable property within the corporate limits of the City of Aurora, Colorado, for the tax collection year beginning January 1, 2021, and ending December 31, 2021.

**Item Initiator:** Ehmann, Jackie - Budget Finance Program Manager - Finance

**Staff Source:** Hays, Greg - Budget Officer - Finance

**City Manager/Deputy City Manager Signature:** Colleen Lindstone

**Outside Speaker:**

**Council Goal:** 2012: 6.0--Provide a well-managed and financially strong City

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

- ☒ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☐ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

**PREVIOUS ACTIONS OR REVIEWS:**

**Special  
Session /  
Workshop**

Name: Fall Budget Workshop

Meeting Date: 09/19/2020

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

- ☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

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

This is the annual property tax mill levy ordinance. Background related to this item was discussed at the City Manager's Budget Presentation on September 8, 2020 and the September 19, 2020 Budget Workshop.

Related Agenda Items: For an Ordinance of the City of Aurora, Colorado, Appropriating Sums of Money to Defray Expenses and Liabilities for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021, for an Ordinance of the City of Aurora, Colorado, Adopting an Operating and Capital Improvements Projects Budget for the Fiscal Year Beginning January 1, 2021, and Ending December



31, 2021 and for an ordinance of the City of Aurora, Colorado appropriating sums of money in addition to those appropriated in ordinance no. 2019-82 for the 2020 fiscal year.

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

The proposed general purpose mill levy for 2021 will be 8.605 mills. The revenue raised from the imposition of the 8.605 mills shall be used to defray the general expenses of City government for the fiscal year commencing January 1, 2021 and ending December 31, 2021. In accordance with TABOR, a temporary tax credit is expected in 2021 associated with excess collections in 2020.

**QUESTIONS FOR COUNCIL**

Does Council wish to establish the tax levy in accordance with the attached ordinance for the tax collection year beginning January 1, 2021 and ending December 31, 2021?

**LEGAL COMMENTS**

Section 11-8 of the City Charter requires City Council to fix the amount of the tax levy to be assessed upon each dollar of assessed valuation of all taxable property within the corporate limits of the city and to cause the same to be certified to the counties as required by law. Section 39-5-128 (1) C.R.S., requires that the tax levy be certified to the counties by December 15, 2020. Also, the Colorado Constitution, Article X, Section 20 (7)(d), requires the City to refund any such excess property tax revenues in the next ensuing fiscal year. (Hernandez).

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☒ Yes ☐ No

This ordinance will provide an estimated \$40,782,997 for the 2021 general operating expenses and is necessary to balance the 2021 budget.

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

The levy of 8.605 mills for estimated general operating expenses will cost \$61.96 for each \$100,000 in housing market valuation in 2020. The impact of the expected TABOR temporary tax credit is unknown at this time and is not included in this estimate.

**EXHIBITS ATTACHED:**

2021 Budget - Tax Levy Ordinance.pdf



ORDINANCE NO. 2020-\_\_\_\_\_

A BILL

FOR AN ORDINANCE ESTABLISHING THE TAX LEVY ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF AURORA, COLORADO, FOR THE TAX COLLECTION YEAR BEGINNING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021, AND AUTHORIZING A TEMPORARY PROPERTY TAX CREDIT FOR 2021

WHEREAS, Section 11-8 of the City Charter of the City of Aurora, Colorado (the “City”), provides that not later than such date as may be required by State law, the City Council shall fix the amount of tax levy which shall be assessed upon each dollar of assessed valuation of all taxable property within the corporate limits of the City, and shall cause the same to be certified to the counties; and

WHEREAS, Section 11-27(c) of the City Charter provides that the City is authorized to collect, retain, and expend property tax revenues in an amount equal to the property tax revenue received by the City in the 2000 fiscal year, with increases in future fiscal years at a rate equal to inflation plus annual local growth; and

WHEREAS, Section 39-5-128(1), C.R.S., requires the tax levy to be certified to the counties no later than December 15, 2020; and

WHEREAS, the City Council wishes to establish the annual tax levy on all taxable property within the City, for collection in the year beginning January 1, 2021, and ending December 31, 2021 (“Tax Collection Year 2021”); and

WHEREAS, Article X, Section 20 (7)(c) of the Colorado Constitution provides that the maximum annual percentage change in the City’s property tax revenue shall equal inflation in the prior calendar year plus annual local growth; and

WHEREAS, the City’s 2020 property tax revenue has exceeded this limit; and

WHEREAS, Article X, Section 20 (7)(d) of the Colorado Constitution requires the City to refund such excess property tax revenue in the next fiscal year; and

WHEREAS, for purposes of making this refund, the City Council wishes to authorize a temporary property tax credit in 2021.

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

Section 1. There is hereby levied upon all taxable property within the corporate limits of the City, for collection in Tax Collection Year 2021, a tax of 8.605 mills on each dollar of the total assessed valuation of such property as certified to the City on December 10, 2020. The revenue



raised from this tax, together with other revenues of the City, shall be used to defray the general expenses of City government and to discharge certain indebtedness of the City and the interest thereon for the fiscal year commencing January 1, 2021 and ending December 31, 2021 ("Fiscal Year 2021").

Section 2. That, pursuant to the authority granted by Section 39-1-111.5(2), C.R.S., there is hereby authorized for the benefit of all taxable property within the corporate limits of the City, for 2021, a temporary property tax credit on each dollar of the total assessed valuation of such property as certified to the City on December 10th of this year, at a rate sufficient to discharge the City's obligation to refund excess property tax revenue collected in 2020. The City Manager and Budget Officer are hereby directed to calculate the number of mills necessary to discharge this obligation following the December 10th certification of total assessed valuation of property within the City.

Section 3. The City Manager and the Finance Director are hereby authorized and directed to certify the total tax levy to the appropriate officials of the counties of Adams, Arapahoe, and Douglas, State of Colorado, on or before December 15, 2020.

Section 4. All ordinances or parts thereof in conflict with this ordinance are hereby repealed.

Section 5. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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MIKE COFFMAN, Mayor

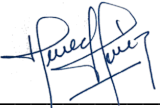


ATTEST:

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SUSAN BARKMAN,  
Interim City Clerk

APPROVED AS TO FORM:



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HANOSKY HERNANDEZ,  
Assistant City Attorney





## City of Aurora Council Agenda Commentary

Item #: 11m  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2021 and ending December 31, 2021.

**Item Initiator:** Ehmann, Jackie - Budget Finance Program Manager - Finance

**Staff Source:** Hays, Greg - Budget Officer - Finance

**City Manager/Deputy City Manager Signature:** Colleen Lindstone

**Outside Speaker:**

**Council Goal:** 2012: 6.0--Provide a well-managed and financially strong City

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☐ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

**PREVIOUS ACTIONS OR REVIEWS:****Special  
Session /  
Workshop**

Name: Fall Budget Workshop

Meeting Date: 09/19/2020

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

- ☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

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

The City Manager released the proposed budget to Council Prior to September 1 as required by the charter.

The 2021 Proposed Budget was discussed at the City Manager's budget presentation and the Boards and Commissions presentation on September 8, 2020 and the September 19, 2020 fall budget workshop. During the budget workshop, budget modifications were requested by Council.

Related Agenda Items: For an Ordinance of the City of Aurora, Colorado, Adopting an Operating and Capital Improvements Projects Budget for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021, for an Ordinance Establishing the Tax Levy on all Taxable Property within the Corporate Limits of the City of Aurora, Colorado, for the Tax Collection Year Beginning January 1,



2021, and Ending December 31, 2021 and for an ordinance of the City of Aurora, Colorado appropriating sums of money in addition to those appropriated in ordinance no. 2019-82 for the 2020 fiscal year.

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

The budget has been the subject of public hearings (April and August, 2020) and budget town meetings over the months of May through September. Input was received from citizen committees and Council resulting from several work session to examine the budget. The budget is now ready for Council action.

This ordinance establishes the Fiscal Year 2021 budget at a total of \$920,057,046 of which \$69,754,637 represents fund transfers resulting in a net budget of \$850,302,409.

This Ordinance appropriates a total of \$920,057,046 to the various funds as listed below

Fund	Appropriation
Capital Projects Fund	39,197,944
Community Development Fund	4,961,147
Conservation Trust Fund	3,801,256
Cultural Services Fund	3,376,744
Debt Service (SID) Fund	107,229
Designated Revenues Fund	8,544,525
Development Review Fund	17,548,556
Enhanced E-911 Fund	11,932,424
Fleet Management Fund	10,429,774
General Fund	368,560,925
Gifts & Grants Fund	10,834,004
Golf Courses Fund	8,685,613
Marijuana Tax Revenue Fund	11,667,493
Open Space Fund	7,458,832
Parking and Mobility Fund	1,036,043
Parks Development Fund	1,000,000
Recreation Fund	14,511,103
Risk Management Fund	13,226,831
Wastewater Fund	140,577,927
Water Fund	242,598,676
Total	\$920,057,046



**QUESTIONS FOR COUNCIL**

Does Council wish to appropriate the 2021 Budget as shown in the ordinance?

**LEGAL COMMENTS**

Section 11-6 of the City Charter requires City Council to introduce an ordinance for the annual appropriation not less than 30 days prior to the first day of the next fiscal year. This ordinance is in compliance with Section 11-6 of the City Charter and Section 2-590 of the City Code. (Hernandez)

**PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☒ Yes                      ☐ No

This ordinance establishes the limits on spending for the Fiscal Year beginning January 1, 2021 and ending December 31, 2021.

**PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable                      ☐ Significant                      ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

2021-Budget-Appropriation-Ordinance.pdf



ORDINANCE NO. 2020-\_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO,  
APPROPRIATING SUMS OF MONEY TO DEFRAY EXPENSES AND  
LIABILITIES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021 AND  
ENDING DECEMBER 31, 2021

WHEREAS, the City Council (the "Council") of the City of Aurora, Colorado (the "City"), has adopted a budget for the City for the fiscal year beginning January 1, 2021 and ending December 31, 2021 ("Fiscal Year 2021"); and

WHEREAS, the Council has fixed the amount of tax levy to be assessed upon each dollar of assessed valuation of all taxable property within the corporate limits of the City; and

WHEREAS, such levy, together with other revenues of the City, represents the amount of revenues necessary during Fiscal Year 2021 to provide for payment of all properly authorized demands upon the City treasury; and

WHEREAS, the Council now wishes to make appropriations for the ensuing fiscal year.

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

Section 1. There is hereby appropriated from the General Fund the sum of Three Hundred Sixty-Eight Million, Five Hundred Sixty Thousand, Nine Hundred Twenty-Five Dollars (\$368,560,925).

Section 2. There is hereby appropriated from the Capital Projects Fund the sum of Thirty-Nine Million, One Hundred Ninety-Seven Thousand, Nine Hundred Forty-Four Dollars (\$39,197,944).

Section 3. There is hereby appropriated from the Community Development Fund the sum of Four Million, Nine Hundred Sixty-One Thousand, One Hundred Forty-Seven Dollars (\$4,961,147).

Section 4. There is hereby appropriated from the Conservation Trust Fund the sum of Three Million, Eight Hundred One Thousand, Two Hundred Fifty-Six Dollars (\$3,801,256).

Section 5. There is hereby appropriated from the Cultural Services Fund the sum of Three Million, Three Hundred Seventy-Six Thousand, Seven Hundred Forty-Four Dollars (\$3,376,744).

Section 6. There is hereby appropriated from the Special Improvement District Fund the sum of One Hundred Seven Thousand, Two Hundred Twenty-Nine Dollars (\$107,229).



Section 7. There is hereby appropriated from the Designated Revenues Fund the sum of Eight Million, Five Hundred Forty-Four Thousand, Five Hundred Twenty-Five Dollars (\$8,544,525).

Section 8. There is hereby appropriated from the Development Review Fund the sum of Seventeen Million, Five Hundred Forty-Eight Thousand, Five Hundred Fifty-Six Dollars (\$17,548,556).

Section 9. There is hereby appropriated from the Enhanced E-911 Fund the sum of Eleven Million, Nine Hundred Thirty-Two Thousand, Four Hundred Twenty-Four Dollars (\$11,932,424).

Section 10. There is hereby appropriated from the Fleet Management Fund the sum of Ten Million, Four Hundred Twenty-Nine Thousand, Seven Hundred Seventy-Four Dollars (\$10,429,774).

Section 11. There is hereby appropriated from the Gifts & Grants Fund the sum of Ten Million, Eight Hundred Thirty-Four Thousand, Four Dollars (\$10,834,004).

Section 12. There is hereby appropriated from the Golf Courses Fund the sum of Eight Million, Six Hundred Eighty-Five Thousand, Six Hundred Thirteen Dollars (\$8,685,613).

Section 13. There is hereby appropriated from the Marijuana Tax Revenue Fund the sum of Eleven Million, Six Hundred Sixty-Seven Thousand, Four Hundred Ninety-Three Dollars (\$11,667,493).

Section 14. There is hereby appropriated from the Open Space Fund the sum of Seven Million, Four Hundred Fifty-Eight Thousand, Eight Hundred Thirty-Two Dollars (\$7,458,832).

Section 15. There is hereby appropriated from the Parking and Mobility Fund the sum of One Million, Thirty-Six Thousand, Forty-Three Dollars (\$1,036,043).

Section 16. There is hereby appropriated from the Parks Development Fund the sum of One Million Dollars (\$1,000,000).

Section 17. There is hereby appropriated from the Recreation Fund the sum of Fourteen Million, Five Hundred Eleven Thousand, One Hundred Three Dollars (\$14,511,103).

Section 18. There is hereby appropriated from the Risk Management Fund the sum of Thirteen Million, Two Hundred Twenty-Six Thousand, Eight Hundred Thirty-One Dollars (\$13,226,831).

Section 19. There is hereby appropriated from the Wastewater Fund the sum of One Hundred Forty Million, Five Hundred Seventy-Seven Thousand, Nine Hundred Twenty-Seven Dollars (\$140,577,927).



Section 20. There is hereby appropriated from the Water Fund the sum of Two Hundred Forty-Two Million, Five Hundred Ninety-Eight Thousand, Six Hundred Seventy-Six Dollars (\$242,598,676).

Section 21. The total appropriation for Fiscal Year 2021 for expenditures of the City is Nine Hundred Twenty Million, Fifty-Seven Thousand, Forty-Six Dollars (\$920,057,046). Excluding fund transfers in the amount of Sixty-Nine Million, Seven Hundred Fifty-Four Thousand, Six Hundred Thirty-Seven Dollars (\$69,754,637), the net total appropriation of the City is Eight Hundred Fifty Million, Three Hundred Two Thousand, Four Hundred Nine Dollars (\$850,302,409).

Section 22. With regard to those funds identified in the City Manager's Proposed Budget that include amounts appropriated for non-departmental use, the City Manager is hereby authorized to transfer such amounts to the various departments within each of these funds as needed throughout Fiscal Year 2021 to carry out programs authorized in the City's budget.

Section 23. All ordinances or part thereof in conflict with this ordinance are hereby repealed.

Section 24. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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MIKE COFFMAN, Mayor

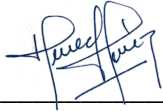


ATTEST:

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SUSAN BARKMAN,  
Interim City Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'Hanosky Hernandez', written over a horizontal line.

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HANOSKY HERNANDEZ,  
Assistant City Attorney





## City of Aurora Council Agenda Commentary

Item #: 11n  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration to APPROVE AN ORDINANCE amending certain sections of Chapter 138 of the City Code of the City of Aurora, Colorado, relating to services for the provision of water

**Item Initiator:** Giddings, Jo Ann - D/D Water Financial Admin - Aurora Water

**Staff Source:** Giddings, Jo Ann - D/D Water Financial Admin - Aurora Water

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

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

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

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

On May 12, 2020 staff gave a Utility Rates Update to the Citizens Water Advisory Committee as an informational item.

On May 27, 2020 staff gave a Utility Rates update to the Water Policy Committee as an informational item.

On June 24, 2020 staff answered further questioning from the Water Policy Committee.

On August 3, 2020 staff presented this item at Study Session.

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

The proposed 2021 budget includes the proposed new water rate structure. Aurora Water is sensitive to the impact of rate changes on our customers. The financial plan originally included an increase of 3% for 2021. Based on the pandemic and other current affairs, it was determined this was not the time to propose a rate increase. The rate structure aligns with department policies to implement small, incremental increases to minimize financial impacts to customers that may occur with larger, infrequent increases.

The proposed change is to go from a 3 tier structure to a 4 tier structure for residential customers. The monthly fixed charge will remain the same. Here are the proposed changes.



Tier	Existing Rate	Existing Usage by Tier	2021 Proposed Rate	Proposed Usage by Tier
Tier 1	\$5.63	0-20	5.63	0-5
Tier 2	\$6.41	20-40	5.73	6-10
Tier 3	\$8.01	40+	5.83	11-20
Tier 4			8.01	20+
<b>Rate is per 1,000 Gallons</b>				

Staff is not proposing methodology changes or rate increases to other customer classes (commercial, irrigation, multi-family). Future rate increases of 3.5% may be proposed in 2022 and 2023.

Staff is also proposing other amendments to Code Section 138. Drought surcharges are being updated to align with the new proposed rate structure. All irrigation accounts will be subject to an allocation agreement like large commercial customers and some residential large lot customers. The minimum fee and allocation for a commercial 2" connection is also updated.

#### **QUESTIONS FOR COUNCIL**

Does City Council approve the Ordinance amending certain sections of Chapter 138 of the City Code of the City of Aurora, Colorado, relating to services for the provision of water?

#### **LEGAL COMMENTS**

The council shall by ordinance establish rates, rules and regulations and extension policies for services provided by city-owned utilities, both within and outside the city. Aurora Charter Section 12-3. McKenney

#### **PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☒ Yes ☐ No

This ordinance relates to a rate structure change, not a rate increase. There will be a potential revenue impact/increase of less than one (1) percent (less than 900K).

**ORG USED:** Water Ops Fund Admin (00500)

#### **PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable ☐ Significant ☐ Nominal

No

#### **EXHIBITS ATTACHED:**

2021 Rate Ordinance\_9.2.pdf  
WPC and CWAC minutes.pdf



ORDINANCE NO. 2020- \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CERTAIN SECTIONS OF CHAPTER 138 OF THE CITY CODE PERTAINING TO SERVICES FOR THE PROVISION OF WATER

WHEREAS, the financial model that includes capital and operation needs for water regarding long term planning and the 2021 budget for the Aurora Water Department (“Aurora Water”) has been recently updated; and

WHEREAS, Aurora Water continually monitors its rates and their impacts on current and future commercial and residential customers and seeks to more equitably allocate costs to customers and encourage conservation; and

WHEREAS, Aurora Water’s residential rate structure was implemented in 2007; and

WHEREAS, Aurora Water’s new multi-year phased residential rate structure is designed to have the smallest possible impact in 2021 with the goal of encouraging conservation efforts by higher volume customers while maintaining affordability for lower volume water customers; and

WHEREAS, the changes to residential rates correspond with the proposed new rate structure to promote conservation and affordability; and

WHEREAS, for connections sized two inches or greater, the service connection fee for a commercial customer shall be based upon a minimum annual allocation of 2,400 gallons per day; and

WHEREAS, new irrigation users will be subject to a capital recovery fee and assigned an annual allocation.

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

Section 1. That Section 138-221(a)(4) and (a)(5) of the City Code of Aurora are hereby amended to read as follows:

Sec. 138-221 – Service Connection Fee

- (a) Service connection fees. A service fee shall be charged for each connection to the water system. The connection fee calculation includes the water transmission development fee and all other costs associated with connection to the water system. The service connection



fee calculation is the average daily indoor and outdoor usage (gallons per day) multiplied by \$63.62. New connections platted before January 1, 2017 may be subject to a credit for the water transmission fee paid. The service connection fee for each customer class is listed below:

- (4) *Commercial users.* The service connection fee for a commercial indoor user shall be as follows:

Table B. Service Connection Fee (Indoor Use)

Service Connection Size (Inches)	Fee
$\frac{5}{8}$ and $\frac{3}{4}$	\$22,195.00
1	\$39,729.00
1½	\$87,227.00

*Outdoor use.* Commercial users with meters one and one-half inches and smaller with landscaped areas not served by a separate irrigation system shall be charged an outdoor fee based upon the total landscaped area in accordance with the irrigation users' connection fee described in this subsection (5).

For a service connection size of two inches or greater, the service connection fee for a commercial user shall be a minimum of annual allocation of ~~1,400~~ **2,400** gpd and determined in accordance with the following calculation:

Verified average daily demand of the commercial user (measured in gallons per day) x \$63.62

For purposes of this section, verified average daily demand shall be determined by the water director and shall be based on the number of fixtures and the characteristics of the commercial development.

A property owner requiring a meter size of two inches or greater must agree to the annual allocation pursuant to an allocation agreement. The agreement will be recorded on the property as notification to each successive owner of the restrictions on the water allocation allowance. The property will be subject to the adjusted size capital recovery fee. For any year in which the water usage is more than the annual allocation, a capital recovery fee will be assessed. See subsection (a)(7) for capital recovery fees.

- (5) *Irrigation users.* The service connection fee for an irrigation user shall be as follows:

- a. For non-water-conserving landscaped common areas, \$3.05 per square foot of landscaped area.
- b. For water-conserving landscaped common areas, \$1.63 per square foot of landscaped area.



For purposes of this section, whether the landscaping proposed to be installed by the irrigation user qualifies as water-conserving landscaping shall be determined at the sole discretion of the water director in accordance with all applicable provisions of this chapter and chapter 146, article 14 of the City Code.

c. **A property owner will be issued an irrigation meter upon execution of an allocation agreement. The allocation agreement will be recorded on the property as notification to each successive owner of the restrictions on the irrigation allowance. For any year in which the water usage is more than the annual allocation, a capital recovery fee will be assessed. See section (7) for capital recovery fees.**

ed. Irrigation users with a landscaped area that has been approved as a Z zone by the Director of Aurora Water can apply for an adjusted size calculation for the designated Z zone irrigation area.

~~The property owner must agree to an allocation agreement for an irrigation user with an approved Z Zone will have an adjusted allocation that only allows for three years of irrigation for plant establishment in the Z zone. The agreement will be recorded on the property as notification to each successive owner of the restrictions on the irrigation allowance. For any year in which the water usage is more than annual allocation, a capital recovery fee will be assessed. See section (7) for capital recovery fees.~~

(6) *Mixed-use users.* The service connection fee for mixed-use users shall be equal to the sum of the service connection fees attributable to each class of use identified in the service connection application.

Section 2. That Section 138-223(a)(2)(a) and (a)(2)(b) of the City Code of Aurora are hereby amended to read as follows:

(a) The water availability surcharges will be in addition to the rates described in section 138-223(a)(2)(a). The applied water availability surcharges for each customer shall be based on the customer's cumulative usage in each tier or rate as applicable and the approved water availability conditions stage. The water availability surcharges for each customer class shall be as follows:

(2) a. *Metered water rates.* The rate for water used each billing period by each customer class shall be as follows:

Residential  
Effective January 1, ~~2019~~ **2021**

Tier 1	0— <del>20,000</del> <b>5,000</b> gallons, per 1,000	\$5.63
Tier 2	<del>20,001</del> <b>5,001</b> —40,000 <b>10,000</b> gallons, per 1,000	<del>\$6.41</del> <b>\$5.73</b>



Tier 3	<del>40,001</del> <b>10,001 — 20,000</b> gallons and over, per 1,000	<del>\$8.01</del> <b>\$5.83</b>
<b>Tier 4</b>	<b>20,001 gallons and over, per 1,000</b>	<b>\$8.01</b>

Effective January 1, 2019

	Multifamily	Commercial	Irrigation
Cost per 1,000 gallons used up to 100% of customer's annual block allocation	\$5.80	\$5.87	\$7.21
Cost per 1,000 gallons used greater than 100% of customer's annual block allocation	\$6.38	\$6.46	\$7.93

- b. *Water availability surcharges.* Prior to imposing any water availability surcharges, the city council shall determine the water availability conditions by supplemental resolution. The water availability surcharges shall be in effect until further action by council.

The water availability surcharges will be in addition to the rates described in section 138-223(a)(2)(a). The applied water availability surcharges for each customer shall be based on the customer's cumulative usage in each tier or rate as applicable and the approved water availability conditions stage. The water availability surcharges for each customer class shall be as follows:

Surcharges for Residential and Multifamily  
With Less Than Five Individual Units  
Effective January 1, ~~2017~~ **2021**

Water Availability Conditions					
Tier	Water availability conditions	Normal	Stage I	Stage II	Stage III
I	Surcharge per 1,000 gallons used up to 5,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00
II	Surcharge per 1,000 gallons used for 5,001 to <del>20,000</del> <b>10,000</b> gallons	0.00	<b>0.83</b> <del>0.59</del>	<b>2.48</b> <del>1.70</del>	<b>7.55</b> <del>4.64</del>
III	Surcharge per 1,000 gallons used for <del>20,001</del> <b>10,001</b> <b>to 20,000</b> <del>40,000</del> gallons	0.00	<b>0.84</b> <del>0.67</del>	<b>2.52</b> <del>1.94</del>	<b>7.68</b> <del>5.29</del>
IV	Surcharge per 1,000 gallons used for <del>40,001</del> <b>20,001</b> gallons and over	0.00	<b>1.16</b> <del>0.84</del>	<b>3.47</b> <del>2.42</del>	<b>10.56</b> <del>6.62</del>



Surcharges for Multifamily With Five or More Units  
Effective January 1, ~~2017~~ **2021**

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	<b>\$0.84</b> <del>0.62</del>	<b>\$2.51</b> <del>1.79</del>	<b>\$7.64</b> <del>4.87</del>
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	0.00	<b>0.92</b> <del>0.68</del>	<b>2.76</b> <del>1.96</del>	<b>8.41</b> <del>5.36</del>

Surcharges for Commercial  
Effective January 1, ~~2017~~ **2021**

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	<b>\$0.85</b> <del>0.63</del>	<b>\$2.54</b> <del>1.81</del>	<b>\$7.74</b> <del>4.93</del>
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	0.00	<b>0.93</b> <del>0.69</del>	<b>2.80</b> <del>1.99</del>	<b>8.41</b> <del>5.43</del>

Surcharges for Irrigation  
Effective January 1, ~~2017~~ **2021**

Water Availability Conditions				
Allowed water usage for tiers	Normal	Stage I	Stage II	Stage III
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	\$0.00	<b>\$1.04</b> <del>0.73</del>	<b>\$3.12</b> <del>2.12</del>	<b>\$14.25</b> <del>11.56</del>
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	0.00	<b>1.15</b> <del>0.81</del>	<b>3.43</b> <del>2.33</del>	<b>15.63</b> <del>12.72</del>



Section 3. The effective date of the changes to Sections 138-221(a)(4) and (a)(5) and Sections 138-223(a)(2)(a) and (a)(2)(b) as set forth herein shall be January 1, 2021.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. All acts, orders, resolutions, ordinances, or parts thereof, 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 \_\_\_\_\_, 2020.

PASSED AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

*C McK*

*Ian J Best*

\_\_\_\_\_  
IAN BEST, Assistant City Attorney



## CITIZENS' WATER ADVISORY COMMITTEE (CWAC) MINUTES

May 12, 2020 6:00 pm

Public Participation through call in number (listen only)

1-720-650-7664

Access code: 961 381 705# (no participant code)

Members Present: Janet Marlow (Chair), Tom Coker (Vice Chair), Jay Campbell, Angie Binder, Don Langley Richard Eason, David Patterson, William Gondrez,

Excused Absence: There were no absences

Staff Present: Alex Davis, Jo Ann Giddings, Fernando Aranda Perozo, Natalie Brower – Kirton, Greg Baker, Sandy Moore

Visitors Present: Courtney Cudlit called into the meeting

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### 7. Proposed Residential Rate Structure Change

J. Giddings advised the committee, changes were made from last years' proposal, to the current years' proposal of a health and safety tier rate proposal. The current presentation by Fernando Aranda Perozo, reflects proposed changes within the tiered structure of Aurora Water's rating structure which was implemented in 2007.

F. Aranda Perozo gave an overview of the health and safety tier rate proposal, developing a multi-year phased plan, limiting bill increases for lower use customers. The proposed method greatly minimizes rate increases to customers using 5,000 gallons or less per month. We want to still encourage conservation efforts by higher water volume customers, while supporting affordability for lower water volume customers. This is also more equitable as the costs of the system are higher for high water users.

F. Aranda Perozo continued, over the years, the rates have increased but the structure itself has remained the same. The residential water rate structure consists of a monthly fixed service charge and a monthly volumetric charge based on three (3) tiers, Tier 1 is from 0 to 20,000 gallons, Tier 2 is from 21,000 to 40,000 gallons, and Tier 3 is all usage over 40,000 gallons.

F. Aranda Perozo explained, Aurora Water's Tier 1 is the most generous Tier 1 of all the utilities with tier rate structures in the region. Approximately five percent (5%) of the residential bills have usage above Tier 1, explaining 75% of the residential customers use less than 20,000 gallons every month of the year.

F. Aranda Perozo detailed how the staff evaluated several rate structures and developed a multi-year phased plan, limiting bill increases for lower use customers, and shifts more of the costs to customers with higher usage. A ten (10) year analysis was done to determine the impacts to customers.



F. Aranda Perozo walked the committee through the proposed method, greatly minimizing rate increases to customers using 5,000 gallons or less per month. Water rate increases would generally be applied to customers using more than 5,000 gallons per month. By having higher costs assessed to the higher water user, the costs are spread more equitably between customers.

F. Aranda Perozo explained the presentation is to obtain feedback from the committee, prior to staff presenting proposed changes for consideration in 2020.

F. Aranda Perozo explained the original plan was supposed to begin in 2021 with rate increases for volumetric use above 5,000 with increases every other year (2021, 2023, 2025, 2027, and 2029). Due to the unprecedented crisis we are experiencing in 2020, Aurora Water delayed any planned increases for 2021 until at least 2022. With a new proposed plan for 2021 to start the change in structure, with the smallest impact possible. Moving forward to continue with the original plan for the years 2022,2023,2025,2027, and 2029.

F. Aranda Perozo explained the insights of the new plan, we want to still encourage conservation efforts by higher water volume customers, while supporting affordability for lower water volume customers. The current monthly fixed service charge and the Tier 1 rate would stay at the current level. By using this type of phased structure change, the average residential customer would have less than \$0.4 per month increase in their monthly bills in 2021. Our staff is not proposing at this time methodology changes or rate increases to other customer classes (commercial, irrigation, multi-family). Proposed rate increases for these categories would follow the same timeline described for residential (no proposed increase in 2021 and approximately 3.5% planned for 2022).

D. Patterson asked, does Aurora Water charge more for water than other districts, and how the different tiered rates compare to other water providers? G. Baker replied, other utilities, such as ground water utilities, charge more than Aurora Water. F. Aranda Perozo added, the annual usage rate of Aurora Water is usually a little less than other providers.

D. Patterson asked, how would the chart change if you modeled it to the Tier 2 or Tier 3 of consumption relative to the pricing of that same level from neighboring jurisdictions? F. Aranda Perozo replied, as usage increases, we would appear less expensive because our Tier 1 is so large in comparison to other utilities whose Tier 1 is 0-5k gallons.

D. Patterson asked, does Aurora Water expect pushback because with the new four (4) tiered structure we might not be as competitive? It will appear as though Aurora Water is the upper bracket for water bill comparisons with other utilities. F. Aranda Perozo replied, many of the utilities shown on the chart, such as the City of Denver, are only using water, sewer and stormwater are separate bills. Where, Aurora Water combines water, stormwater and wastewater so we are comparatively less expensive.

T. Coker asked, if a four (4) tiered system would be more confusing to residents than a three (3) tiered structure? Explaining, the simpler the better and there may be a three (3) tiered structure that may make more sense. G. Baker replied, the proposed rate structure would not increase the rate for the lowest tier for ten (10) years making it more affordable to residents. He also stated, the new



residential rate structure presentation is scheduled to be presented in June at the Town Hall Meeting with Ward V and is interested in the response.

D. Eason asked, is there be a ten (10) year plan being pushed in parallel for commercial, multi-family and irrigation residents, as this new four (4) tiered structure has only been in relation to residential customers? If not, how is Aurora Water going to explain to residential customers that their rates are increasing, but the rates of the multi-family, commercial and irrigation customers is not increasing? F. Aranda Perozo replied, the previous plan of 3.5% included all classes of accounts. The revised plan reflects a 3.5% raise in 2022 for multi-family and irrigation customers. The increase for commercial accounts will be phased in with a 1.7% increase in 2021 and an additional increase of the remaining 3.5% in 2022.

D. Eason asked, is water provided to users outside city limits? F. Aranda Perozo replied, some areas such as Foxfield might have sewer and storm service, incurring higher surcharges. There are outside customers for raw water but not retail.

A. Binder asked, are there maps reflecting usage? Suggesting they could be used for presentations. F. Aranda Perozo replied, the previous maps were for storm water. A water usage map might be something he could investigate.

G. Baker asked the committee for recommendations and suggestions of how to best communicate and receive feedback from the public regarding a new billing structure. D. Eason replied, by using a push system Telephone Town Halls or Next Door. J. Marlow replied, a possible Virtual Town Hall and advertise through Next Door. N. Brown–Kirtan added, possibly promoting the no raise in water rates for the year 2021.

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Janet Marlow, Chair  
Citizens' Water Advisory Committee

Submitted by: Sandy Moore  
Administrative Specialist, Aurora Water

ADOPTED: \_\_\_\_\_



**Water Policy Committee (WPC) Meeting**  
May 27, 2020

Members Present: Council Member Marsha Berzins, Chair; Council Member Alison Coombs  
Vice Chair; Council Member Francoise Bergan

Others Present: Christine McKenney, Sarah Young, Greg Baker, Casey Rossman, Steve  
Fiori, Marshall Brown, Dan Mikesell, Gail Thrasher, Steve Sciba, Sean  
Lieske, John Murphy, Jo Ann Giddings, Alex Davis, Fernando Aranda,  
Karen Hancock, Rory Franklin, Nancy Freed, Stephanie Neitzel, Rich  
Vidmar, Elizabeth Roberts

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**8. New Residential Water Rate**

Summary of Issue and Discussion: F. Aranda stated, Aurora Water's current residential rate structure was implemented in 2007 (14 years ago). Since then, the rates have increased but the structure has remained the same. The residential water rate structure consists of a monthly fixed service charge and- a monthly volumetric charge based on three (3) tiers, Tier I is from 0 to 20,000 gallons, Tier 2 is from 21,000 to 40,000 gallons, and Tier 3 is all usage over 40,000 gallons. Aurora Water's Tier I is the most generous Tier I of all in comparison to other utilities rate structures in the region. Currently, only about five percent (5%) of the residential bills have usage above Tier I, and seventy-five percent (75%) of the residential customers use less than 20,000 gallons every month of the year. Staff evaluated several rate structures and developed a multi-year phased plan that limits bill increases for lower use customers and shifts more of the costs to customers with higher usage. A ten (10) year analysis was done to determine the impacts to customers. The proposed methodology greatly minimizes rate increases to customers using 5,000 gallons or less per month. Water rate increases would generally be applied to customers using more than 5,000 gallons per month. The water system structure is built based on higher volume users and, by having higher costs assessed to the higher water user, the costs are spread more equitably between customers. This presentation is to get feedback prior to providing the formal change with the 2021 budget presentation.

The original plan was slated to start in 2021, with rate increases for volumetric use above 5,000 gallons every other year (2021, 2023, 2025, 2027, and 2029). Due to the unprecedented crisis we are experiencing in 2020, Aurora Water delayed any planned increases for 2021 until at least 2022. We are proposing a new plan for 2021 to start the change in structure with the smallest impact possible and continue the original plan for the years 2022, 2023, 2025, 2027, and 2029. The new plan would encourage conservation efforts by higher water volume customers and maintain affordability for lower water volume customers. The proposal focuses on keeping the Tier I rate at the current level for as long as possible. Under this proposed phased structure change, the



average residential customer would see less than \$0.40 per month increase in their monthly bills in 2021. Staff is not proposing methodology changes or rate increases to other customer classes (commercial, irrigation, multi-family). Proposed rate increases for these classes would follow the same timeline described for residential (no proposed increase in 2021 and approximately 3.5% planned for 2022).

Council Member Berzins asked, is the rate increase for single family homes only? F. Aranda replied, yes. Council Member Berzins asked, with HOA's having a master bill does this affect them? F. Aranda replied, irrigation and multi-family have a different rate structure than single-family homes and they will have an increase in 2022. M. Brown added, commercial and multi-family are different from single family homes in that they are billed and assessed in a different manner than single family homes. M. Brown also added, there are programs out there that can help to facilitate xeriscaping yards for further water conservation and water savings.

Outcome: The Committee has more questions and this item will be further discussed at the June 24, 2020, Water Policy Meeting before forwarding to Study Session.

Follow-Up Action: The Committee has more questions and this item will be further discussed at the June 24, 2020, Water Policy Meeting before forwarding to Study Session.

X   
Council Member Berzins  
Chair • Water Policy Committee



**Water Policy Committee (WPC) Meeting**  
June 24, 2020

**Members Present:** Council Member Marsha Berzins, Chair; Council Member Alison Coombs Vice Chair; Council Member Francoise Bergan

**Others Present:** Casey Rossman, Greg Baker, Leiana Baker, Jo Ann Giddings, Rory Franklin, John Murphy, Dan Mikesell, Marshall Brown, Stephanie Neitzel, Sarah Young, Alex Davis, Gail Thrasher, Christine McKenney, Nancy Freed, Fernando Aranda

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#### **4. New Residential Water Rate**

Summary of Issue and Discussion: F. Aranda stated, Aurora Water's current residential rate structure was implemented in 2007 (14 years ago). Since then, the rates have increased but the structure has remained the same. The residential water rate structure consists of a monthly fixed service charge and a monthly volumetric charge based on three tiers, Tier I is from 0 to 20,000 gallons, Tier 2 is from 21,000 to 40,000 gallons, and Tier 3 is all usage over 40,000 gallons. Aurora Water's Tier I is the most generous Tier I of all the utilities with a tier rate structure in the region. Staff is proposing a new rate structure that incorporates four Tiers. This will keep low water usage customer bills relatively the same as they are currently. Any increases in 2021 would be minimal and mainly impact high water usage customers.

This item was presented to the Water Policy Committee on May 27, 2020. The Committee asked staff to return to answer further questions. Staff has also presented more specific information on residential customer accounts across the City for Committee consideration.

Council Member Bergan asked, will water usage inside the home contribute to the increase? F. Aranda replied, yes. Council Member Coombs stated, Meadow Hills has larger lots that are required to irrigate. This will impact those residents, who are mostly retirees, and did not know they were facing these increases when they purchased their homes. M. Brown replied, we have had several discussions with the residents of Meadow Hills previously, but additional conversations may prove beneficial especially regarding water conservation and their larger lots. Conservation programs have been modified over the years, which may be more accessible to those residents. M. Brown suggested a separate meeting with Council Member Coombs to discuss these rebates and addressing the residents at their next town hall meeting. If they choose to keep the large areas of turf, the increase will likely affect them. Council Member Coombs agreed that a meeting regarding the water rebates and conservation for large landscaping will be helpful in addressing resident's concerns. Council Member Bergan stated, retirement communities in her Ward are on fixed incomes and would also benefit from a presentation at a town hall meeting for conservation programs and rebates. M. Brown replied, there have been communication with districts regarding conservation landscape and rebate programs and will



look at schedules to coordinate a time for which to meet with both Council Member Coombs and Council Member Bergen to discuss further. Council Member Berzins stated, wastewater keeps going up as well, and changing turf is expensive. Council Member Berzins stated that she is not for water rate increases but does understand the need for them and therefore supports moving the item forward to Study Session.

Outcome: The Committee supports the New Residential Water Rate and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the New Residential Water Rate and will forward to Study Session for consideration.

X   
Council Member Berzins  
Chair• Water Policy Committee





## City of Aurora Council Agenda Commentary

Item #: 12a  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, annexing a parcel of land located in a portion of the North half of Section 29, Township 4 South, Range 65 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado. (CELO) 19.992 Acres

**Item Initiator:** Rickhoff, Laura - Development Project Manager - General Management

**Staff Source:** Rickhoff, Laura - Development Project Manager - General Management

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

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

A petition for annexation was filed with the City Clerk for annexation of a 19.992 acre parcel located south of East Jewell Avenue, east of South Harvest Road and West of South Powhaton Road (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on August 3, 2020.

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

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. There are no proposed development plans at this time in conjunction with this annexation request.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning follows the City's Comprehensive Plan and will be zoned Medium Density Residential (R-2). The R-2 district is intended to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this Ordinance is part of item #2 listed below:

1. At the August 3, 2020 meeting, City Council approved a Resolution making a finding that the annexation petition is in substantial compliance with statutory requirements. The City also set the hearing date.



2. City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
3. City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

### **QUESTIONS FOR COUNCIL**

Does City Council wish to approve this Ordinance?

### **LEGAL COMMENTS**

The City Council has determined that the annexation of lands to the city shall be shown not to create any additional cost or burden on the then-existing residents of the city to provide such public facilities in any newly annexed area. "No annexation shall be accepted until the city council, upon the recommendation of the city manager, determines that the current requirements for such public facilities in the area proposed to be annexed have been fulfilled and that the future requirements for such public facilities can be fulfilled." City Code Section 146-301(B).

Contiguity may be established by annexation of one or more parcels in a series which may be considered simultaneously. (Colo. Rev. Stat. §31-12-104(1)(a)).

A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. *Superior v. Midcities Co.*, 933 P.2d 596 (Colo.1997). An annexation agreement based upon the City's model agreement will be presented for approval by motion at the time of final passage of this ordinance. (Rulla)

### **PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☒ Yes                      ☐ No

Annexation obligates the city to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various development fees paid at time of development, including Capital Impact Fees required for residential development.

### **PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☐ Not Applicable                      ☒ Significant                      ☐ Nominal

Annexation and connection to the city's utility system will permit the property to develop more efficiently than would be possible in Arapahoe County.

### **EXHIBITS ATTACHED:**

Celo Annexation Ordinance.pdf  
CELO Annexation Vicinity Map\_City Produced.pdf  
CELO\_Annexation\_Plat\_Map.pdf



ORDINANCE NO. 2020- \_\_\_\_

A BILL

FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO (CELO Annexation) 19.992 ACRES

WHEREAS, the City Council of the City of Aurora, Colorado, has found a petition for annexation of a certain parcel of land, as described in Exhibit A attached hereto, signed by the owners of one hundred percent of the area to be annexed, to be in substantial compliance with Section 31-12-107(1), Colorado Revised Statutes; and

WHEREAS, after notice pursuant to Section 31-12-108, Colorado Revised Statutes, the City Council has held a public hearing on the proposed annexation to determine if the annexation complies with Sections 31-12-104 and 31-12-105, Colorado Revised Statutes; and

WHEREAS, the City Council has by resolution determined that the requirements of Sections 31-12-104 and 31-12-105, Colorado Revised Statutes, have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. That the annexation of the territory located in the County of Arapahoe, State of Colorado, as described in Exhibit A attached hereto and incorporated herein, to the City of Aurora, Colorado, be and the same is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January 2021.

Section 3. That the Petition for Annexation contained a request that an annexation agreement satisfactory to both petitioners and the City be agreed upon on or before the date of the second reading of this ordinance, and that this ordinance annexing said territory is expressly made subject to the approval of an annexation agreement, as requested.

Section 4. That the City Clerk is authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the City Clerk of the City of Aurora, Colorado;
- B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

Section 5. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.



INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_ day  
of \_\_\_\_\_, 2020.

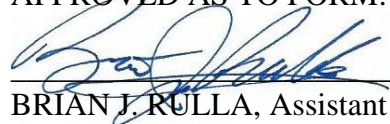

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_ day  
of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

   
\_\_\_\_\_  
BRIAN J. RULLA, Assistant City Attorney



**Exhibit A**  
**(Legal description of property to be annexed)**

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

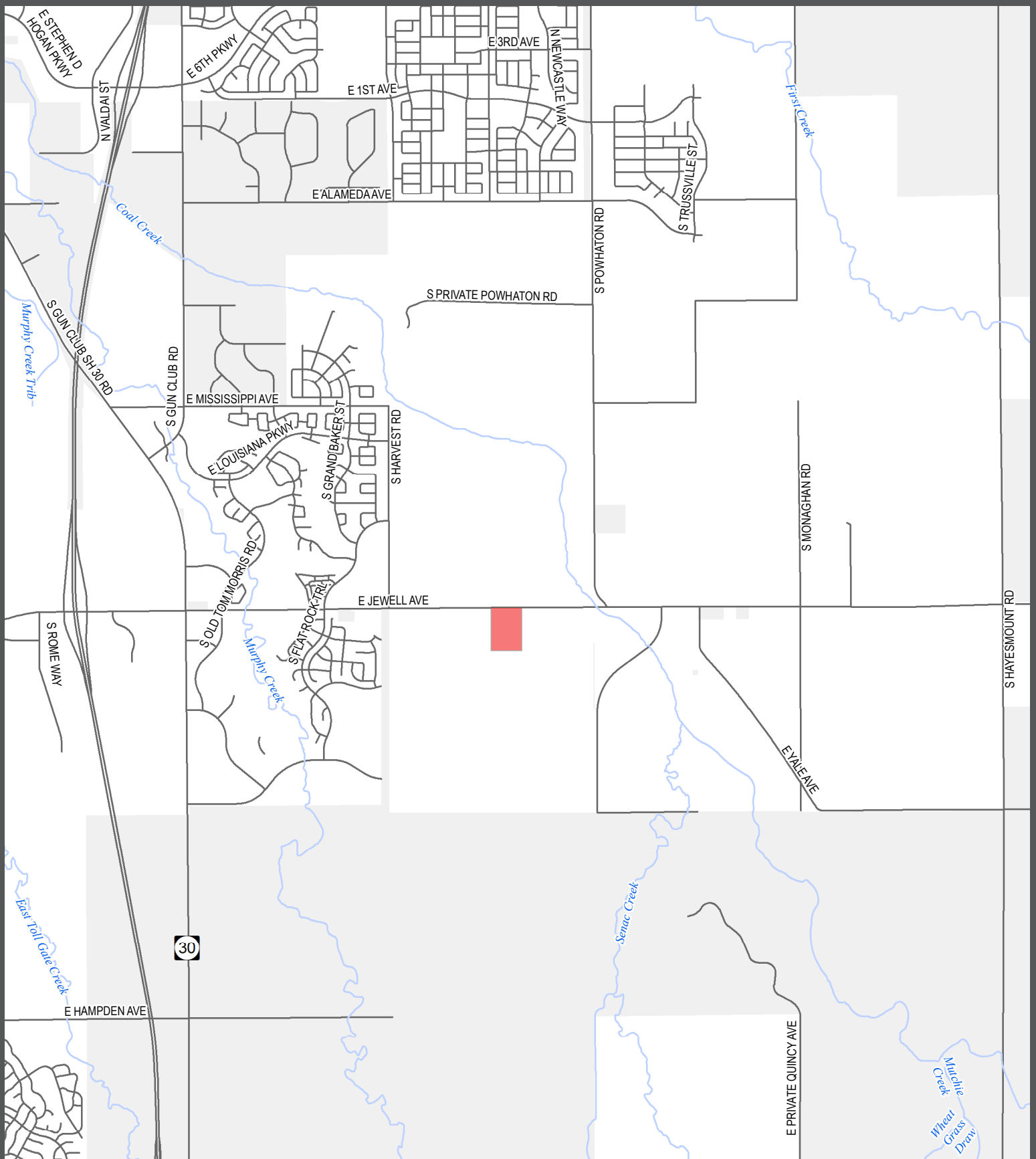
THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING ASSUMED TO BEAR S 89°55'23" E FROM THE NORTHWEST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "PLS 13155", TO THE NORTHEAST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, ILLEGIBLE STAMPING, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, THENCE S 89°16'20" E, A DISTANCE OF 2641.38 FEET TO A POINT BEING 30.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29, BEING THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. B4191881, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING THE NORTHWEST CORNER OF THAT REMAINDER PARCEL AS SHOWN ON THE ANNEXATION MAP OF EASTERN HILLS III, ACCORDING TO CITY OF AURORA CITY COUNCIL ORDINANCE NO. 85-262, WITH AN EFFECTIVE DATE OF 8-22-1986, AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY LINES OF SAID REMAINDER PARCEL THE FOLLOWING FOUR (4) COURSES:

1. S 89°55'23" E, ALONG A LINE BEING 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 798.31 FEET;
2. S 00°14'02" W, A DISTANCE OF 1090.42 FEET;
3. N 89°55'14" W, A DISTANCE OF 799.01 FEET;
4. N 00°16'16" E, A DISTANCE OF 1090.39 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 870,853 SQUARE FEET OR 19.992 ACRES, MORE OR LESS.





## Planning & Development Services

15151 E. Alameda Parkway  
Aurora CO 80012 USA  
AuroraGov.org  
303.739.7250  
GIS@auroragov.org

## City of Aurora, Colorado

O'Dell Annexation Vicinity Map

May 4, 2020



October 5, 2020 Council Meeting, Page 347

### Legend

- O'Dell Annexation
- Creeks
- Other Jurisdictions



ANNEXATION MAP  
A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF ARAPAHOE, STATE OF COLORADO

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING ASSUMED TO BEAR S 89°55'23" E FROM THE NORTHWEST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "PLS 13155", TO THE NORTHEAST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, ILLEGIBLE STAMPING, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, THENCE S 89°16'20" E, A DISTANCE OF 2641.38 FEET TO A POINT BEING 30.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29, BEING THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. B4191881, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING THE NORTHWEST CORNER OF THAT REMAINDER PARCEL AS SHOWN ON THE ANNEXATION MAP OF EASTERN HILLS III, ACCORDING TO CITY OF AURORA CITY COUNCIL ORDINANCE NO. 85-262, WITH AN EFFECTIVE DATE OF 8-22-1986, AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY LINES OF SAID REMAINDER PARCEL THE FOLLOWING FOUR (4) COURSES:

1. S 89°55'23" E, ALONG A LINE BEING 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 798.31 FEET;
2. S 00°14'02" W, A DISTANCE OF 1090.42 FEET;
3. N 89°55'14" W, A DISTANCE OF 799.01 FEET;
4. N 00°16'16" E, A DISTANCE OF 1090.39 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 870.853 SQUARE FEET OR 19.992 ACRES, MORE OR LESS.

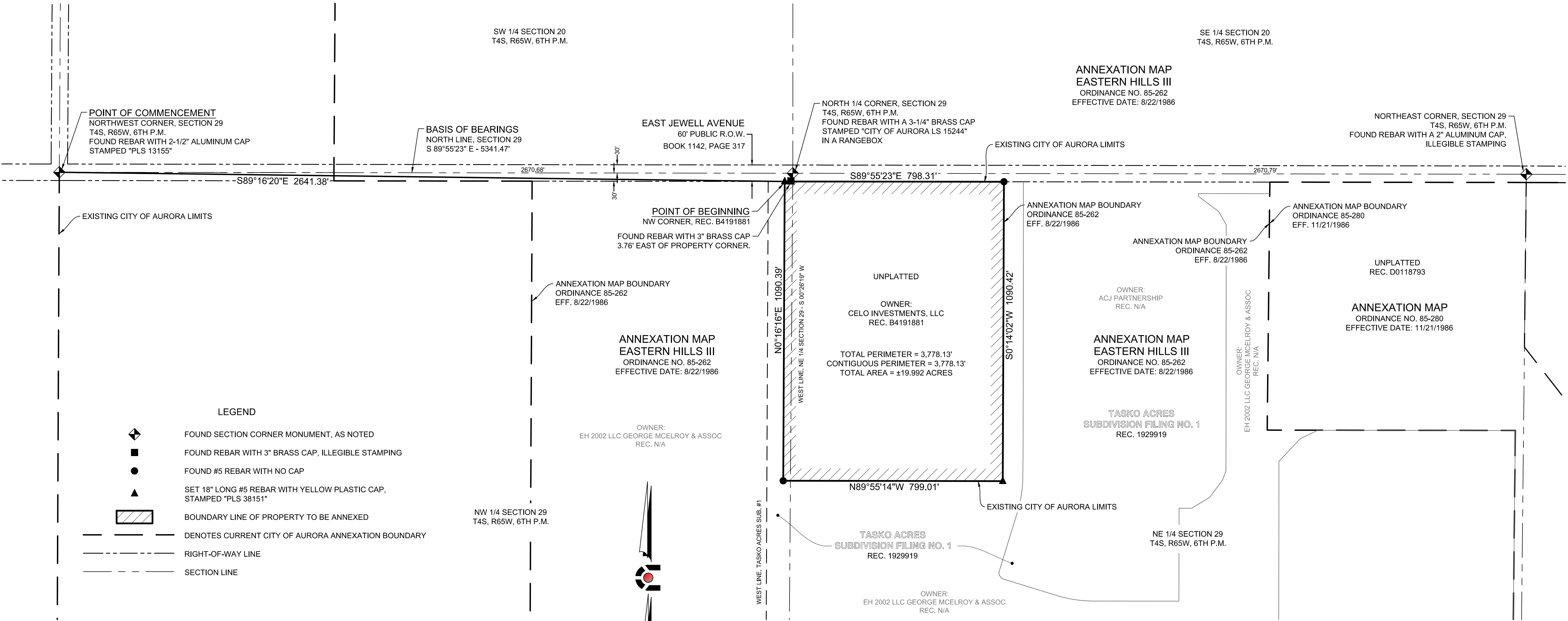
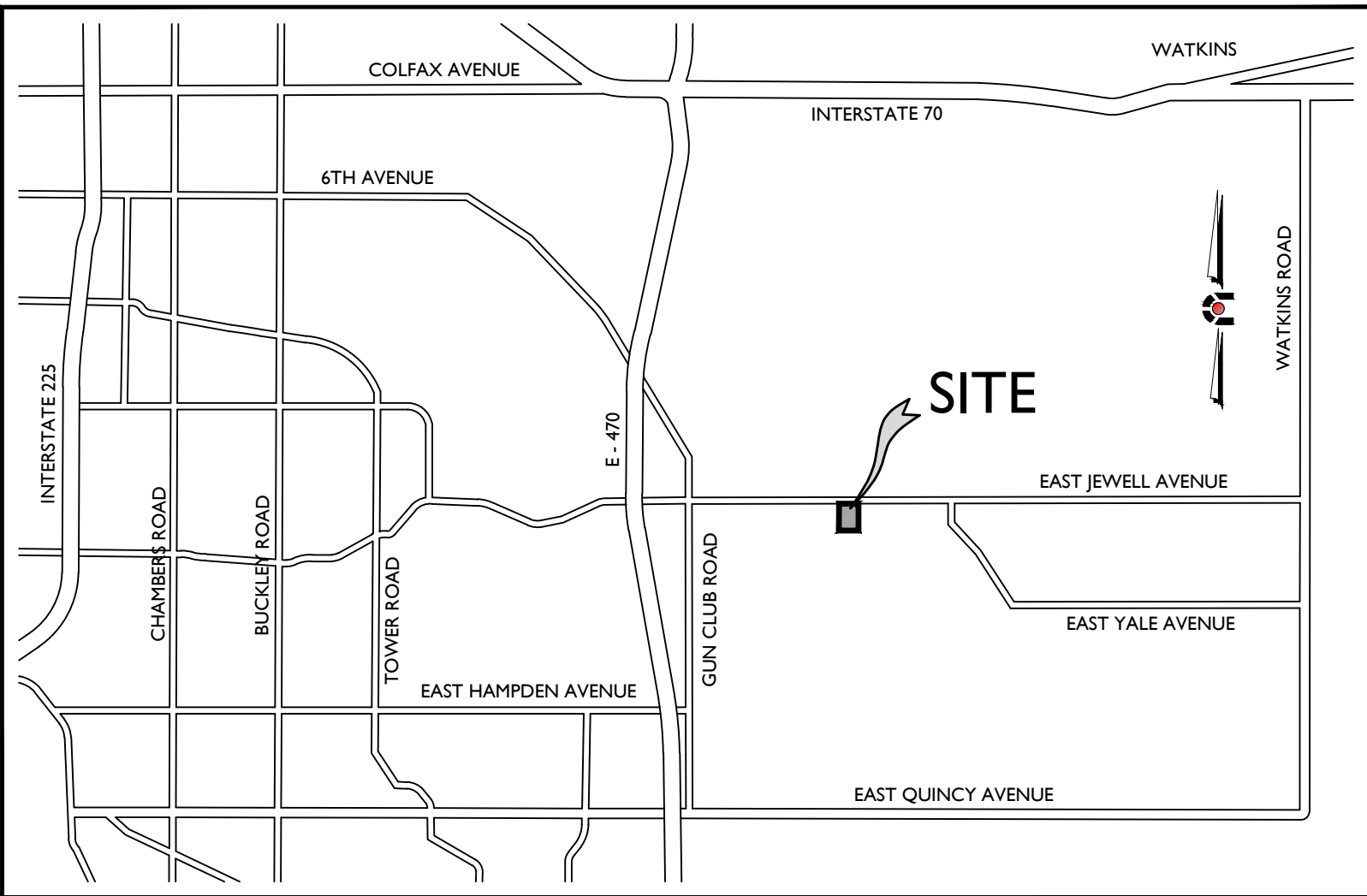
CONTIGUITY STATEMENT

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 3,778.13'

PERIMETER OF AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 3,778.13'

TOTAL AREA = 870.853 SQUARE FEET OR 19.992 ACRES

VICINITY MAP  
NOT TO SCALE



SURVEYOR'S CERTIFICATE

I, THOMAS M. GIRARD, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED BY THE CITY OF AURORA, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

THOMAS M. GIRARD  
COLORADO PLS 38151  
FOR AND ON BEHALF OF  
CORE CONSULTANTS, INC.  
1950 W. LITTLETON BLVD, SUITE 109  
LITTLETON, CO 80120



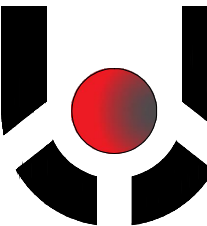
CITY OF AURORA APPROVALS

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ATTORNEY \_\_\_\_\_ DATE \_\_\_\_\_  
CITY COUNCIL ORDINANCE NO. \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

ANNEXATION MAP  
NORTH HALF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
LAND SURVEYING  
NATURAL RESOURCES  
303.703.4444  
1950 W. Littleton Blvd., Ste. 109  
Littleton, CO 80120

CORE  
CONSULTANTS



RELEASE: 01/28/20  
DESIGNED: JCA  
QA/QC: TMG

JOB NO. 20-005

SHEET 1 of 1





## City of Aurora Council Agenda Commentary

Item #: 12b  
 SS: \_\_\_\_\_  
 1st: \_\_\_\_\_  
 2nd: \_\_\_\_\_

**Item Title:**

Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, zoning 19.992 acres of land, more or less, generally located South of East Jewel Avenue, East of South Harvest Road and West of South Powhaton Road, within the County of Arapahoe, State of Colorado, to Residential Medium-Density District (R-2) and amending the zoning map accordingly (CELO INITIAL ZONING)

**Item Initiator:** Dalby, Claire - Planner II - Planning & Development Service

**Staff Source:** Dalby, Claire - Planner II - Planning & Development Service

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration
- ☐ Approve Item and Move Forward to Regular Meeting
- ☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

**PREVIOUS ACTIONS OR REVIEWS:**

**Board / Commission**

Name: Planning and Zoning Commission

Meeting Date: 08/12/2020

Actions Taken: ☐ Recommends      ☐ Do Not Recommend

- ☒ Minutes Attached  
☐ Minutes Not Available  
☐ Forwarded without Recommendation  
☒ Recommendation Report Attached

**Staff**

Name: Claire Dalby

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

- ☐ Forwarded without Recommendation  
☒ Recommendation Report Attached

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

CELO Investments LLC is requesting an initial zoning to Medium Density Residential (R-2) for approximately 20 acres of undeveloped land located south of East Jewell Avenue between the South Harvest Road and South Powhaton Road alignments. The parcel is currently occupied by a single-



family home and agricultural uses. This initial zoning is being requested alongside an annexation for the same area and is an enclave surrounded by properties already within city boundaries. All surrounding properties are currently zoned Medium Density Residential (R-2). This proposed initial zoning and related annexation would result in consistent zoning and jurisdiction in this developing area of Aurora. Consistent zoning and jurisdiction help to clarify expectations for development responsibilities, as well as maintenance of public infrastructure and provision of services. The proposed zone district (R-2) is compatible with the surrounding zoning and the intent for future housing development is consistent with the goals outlined for the Emerging Neighborhood Placetype in Aurora Places.

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

This item was heard by the Planning and Zoning Commission, September 9, 2020. No public comments were received. Commissioners unanimously recommended approval of the application.

**QUESTIONS FOR COUNCIL**

Does the Council wish to zone the property R-2?

**LEGAL COMMENTS**

An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council, after a public hearing, finds that the following criteria have been met.

(1) The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or

(2) The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);

(b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

(c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

City Code Sec. 146-5.4.1.C  
(Money)

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no



**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable      ☐ Significant      ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

2229-00pcr.pdf  
CELO Initial Zoning Ordinance and Legal Signed.pdf  
EXHIBIT A VICINITY MAP.pdf  
EXHIBIT B APPLICANT LETTER OF INTRODUCTION.pdf  
EXHIBIT D INITIAL ZONING EXHIBIT.pdf  
EXHIBIT E PLACETYPE MAP.pdf



ORDINANCE NO. 2020 - \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING 19.992 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED SOUTH OF EAST JEWEL AVENUE, EAST OF SOUTH HARVEST ROAD AND WEST OF SOUTH POWHATON ROAD, WITHIN THE COUNTY OF ARAPAHOE, STATE OF COLORADO, TO RESIDENTIAL MEDIUM-DENSITY DISTRICT (R-2) AND AMENDING THE ZONING MAP ACCORDINGLY (CELO INITIAL ZONING)

WHEREAS, the applicant has requested that 19.992 acres of land, more or less, located south of East Jewel Avenue, east of South Harvest Road and west of Powhaton Road, be zoned Residential Medium-Density District (R-2); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the initial zoning of property within the City of Aurora, Colorado (the “City”), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on September 9, 2020, following a public hearing, the Planning and Zoning Commission voted to recommend the zoning of the parcel.

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

Section 1. Based on the evidence presented at tonight’s public hearing, City Council finds and determines that: the zoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the property.

Section 2. The parcel, as more particularly described in “Exhibit A” attached hereto and incorporated herein, is zoned Residential Medium-Density District (R-2), and the City zoning map is hereby amended in accordance with said zoning.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 4. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.



INTRODUCED, READ, AND ORDERED PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED AND ORDERED PUBLISHED BY REFERENCE this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Acting City Clerk

APPROVED AS TO FORM:

*CMC*

*Daniel L Money*  
DANIEL L. MONEY, Assistant City Attorney



# EXHIBIT A

## NORTH HALF, SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO

### LEGAL DESCRIPTION: PROPERTY TO BE ANNEXED

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING ASSUMED TO BEAR S 89°55'23" E FROM THE NORTHWEST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "PLS 13155", TO THE NORTHEAST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, ILLEGIBLE STAMPING, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

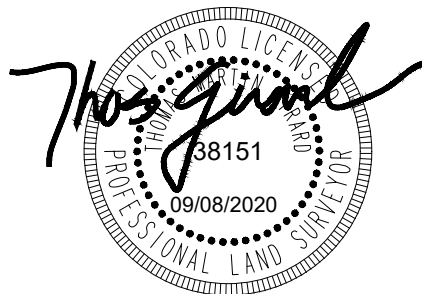
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, THENCE S 89°16'20" E, A DISTANCE OF 2641.38 FEET TO A POINT BEING 30.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29, BEING THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. B4191881, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING THE NORTHWEST CORNER OF THAT REMAINDER PARCEL AS SHOWN ON THE ANNEXATION MAP OF EASTERN HILLS III, ACCORDING TO CITY OF AURORA CITY COUNCIL ORDINANCE NO. 85-262, WITH AN EFFECTIVE DATE OF 8-22-1986, AND THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY LINES OF SAID REMAINDER PARCEL THE FOLLOWING FOUR (4) COURSES:

1. S 89°55'23" E, ALONG A LINE BEING 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 798.31 FEET;
2. S 00°14'02" W, A DISTANCE OF 1090.42 FEET;
3. N 89°55'14" W, A DISTANCE OF 799.01 FEET;
4. N 00°16'16" E, A DISTANCE OF 1090.39 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 870,853 SQUARE FEET OR 19.992 ACRES, MORE OR LESS.

THOMAS M. GIRARD  
COLORADO PLS 38151  
FOR AND ON BEHALF OF  
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-005  
DATE: 09/08/2020  
SHEET 1 OF 2

DR: J. ANTON  
DS: T. GIRARD  
P.M.



**CORE**  
CONSULTANTS

CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCES  
LAND SURVEYING  
303.703.4444  
1950 W. Littleton Blvd., Ste. 109  
Littleton, CO 80120



# EXHIBIT A

NORTH HALF, SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,  
COUNTY OF ARAPAHOE, STATE OF COLORADO

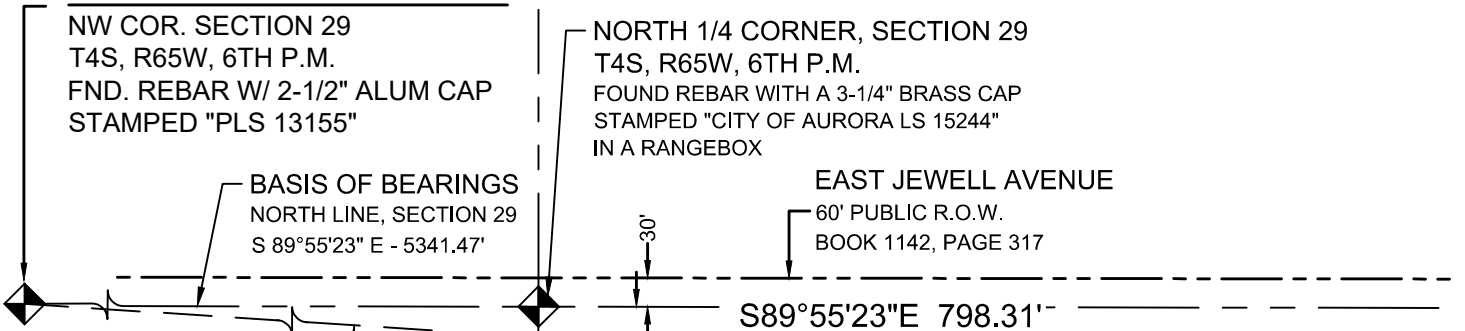
## POINT OF COMMENCEMENT

NW COR. SECTION 29  
T4S, R65W, 6TH P.M.  
FND. REBAR W/ 2-1/2" ALUM CAP  
STAMPED "PLS 13155"

NORTH 1/4 CORNER, SECTION 29  
T4S, R65W, 6TH P.M.  
FOUND REBAR WITH A 3-1/4" BRASS CAP  
STAMPED "CITY OF AURORA LS 15244"  
IN A RANGEBOX

BASIS OF BEARINGS  
NORTH LINE, SECTION 29  
S 89°55'23" E - 5341.47'

EAST JEWELL AVENUE  
60' PUBLIC R.O.W.  
BOOK 1142, PAGE 317



## POINT OF BEGINNING

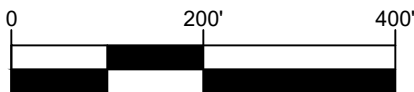
NW CORNER,  
REC. B4191881

## ANNEXATION MAP EASTERN HILLS III

ORDINANCE NO. 85-262  
EFFECTIVE DATE: 8/22/1986

OWNER:  
EH 2002 LLC GEORGE  
MCELROY & ASSOC  
REC. N/A

NW 1/4 SECTION 29  
T4S, R65W, 6TH P.M.



1 inch = 200 ft.

N0°16'16"E 1090.39'

WEST LINE, NE 1/4 SECTION 29 - S 00°26'19" W

WEST LINE, TASKO ACRES SUB. #1

## SUBJECT PARCEL

870,853 S.F.  
±19.992 Ac.

NE 1/4 SECTION 29  
T4S, R65W, 6TH P.M.

N89°55'14"W 799.01'

TASKO ACRES SUB. FILING NO. 1

REC. 1929919

OWNER: EH 2002 LLC GEORGE MCELROY & ASSOC REC. N/A

ANNEXATION MAP BOUNDARY  
ORDINANCE 85-262  
EFF. 8/22/1986

S0°14'02"W 1090.42'

ANNEXATION MAP  
EASTERN HILLS III  
ORDINANCE NO. 85-262  
EFFECTIVE DATE: 8/22/1986

OWNER:  
ACJ PARTNERSHIP  
REC. N/A

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-005  
DATE: 09/08/2020  
SHEET 2 OF 2

DR: J. ANTON  
DS: T. GIRARD  
P.M.

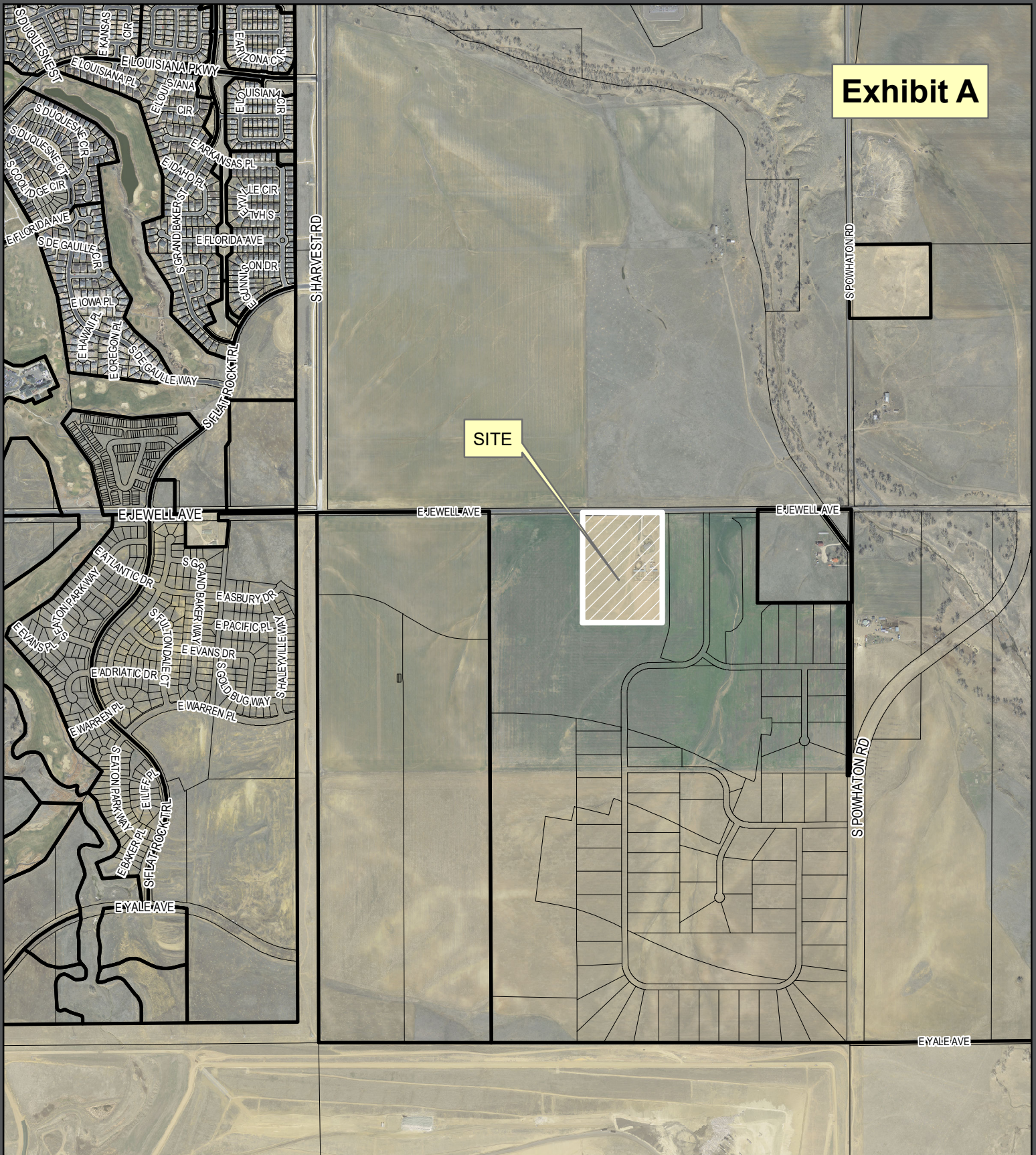


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NATURAL RESOURCES  
LAND SURVEYING  
303.703.4444  
1950 W. Littleton Blvd., Ste. 109  
Littleton, CO 80120



# Exhibit A



## Celo Initial Zoning

## City of Aurora, Colorado

Feet  
0 500 1,000

Case Number 2020-2004-00  
Development Application #2229-00



Aurora is  
Worth Discovering



## Planning & Development Services

15151 E. Alameda Pkwy  
Aurora CO 80012 USA  
[www.auroragov.org](http://www.auroragov.org)  
303-739-7250  
[info@auroragov.org](mailto:info@auroragov.org)

October 5, 2020 Council Meeting, Page 356



May 21, 2020

Ms. Claire Dalby  
**City of Aurora, Planning Department**  
15151 East Alameda Parkway  
Aurora, Colorado 80012

**Re: CELO Investments, LLC Annexation - Initial Zoning Letter of Introduction**

Dear Ms. Dalby,

On behalf of CELO Investments, LLC, we are pleased to submit this request for initial zoning for parcel number 1977-00-0-00-193, referred to as the CELO Investments, LLC annexation.

**CONTEXT**

The parcel is located in the North 1/2 of Section 29, Township 4 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, County of Arapahoe, State of Colorado; generally lying south of E Jewell Avenue and between the South Harvest Road and South Powhaton Road alignments. It consists of one parcel containing 19.992 acres which is currently occupied by a single-family home and agricultural uses. The parcel is surrounded land in City of Aurora, all of which are zoned Medium Density Residential (R-2), but are currently used for agriculture or vacant.

**INITIAL ZONING**

The subject property is currently located in unincorporated Arapahoe County. As part of the annexation, the applicant requests the parcel be initially zoned to the Residential 2 (R-2) zone district, based on surrounding zoning and as recommended by Aurora planning staff. The Medium Density Residential Zone District is described as follows:

*The purpose of the R-2 district is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. Development pursuant to a Small Residential Lot option is allowed in Subarea C. This district is intended for use close to collector streets and public transit facilities. The primary use in this district is single-family residences, but several types of attached dwellings are also permitted. The district generally prohibits commercial activity except for home occupations and typical neighborhood services.*

**APPROVAL CRITERIA**

Section 146-4001(C) of the City of Aurora Municipal Code lists the following approval criteria for initial zoning:

1. *The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the city's comprehensive plan and with other policies and plans adopted by the city council.*

Aurora Places, the City's Comprehensive Plan became effective in October 2018. The plan includes Planning and Annexation Boundaries; the proposed annexation / initial zoning falls within both the 'Planning Area' and "Annexation Area" noted on the map. The initial zoning meets the intent of the city's comprehensive plan in regard to all Community Principles and matches the zoning of other properties within the same placetype designation. The site falls within the Emerging Neighborhood Placetype and the proposed initial zoning will allow the applicant to further city priorities of developing within this placetype, providing a diversity of home types and locating homes within connected and complete neighborhoods.

One of the Core Principles defined in Aurora Places is Housing for All, which includes the following principle: "High-quality housing options enable people across all socioeconomic levels, cultural identities and stages of life to establish and manage households". Recommended practices include:

- Provide appropriate locations for multiple housing types in urban districts, including both affordable and luxury options, because the concentration of services, retail, entertainment and employment and the multiple transportation choices are desired by households of all incomes.



- Create vibrant and highly desirable neighborhoods through superior housing design and neighborhood layout, with varied design along streets and quality landscaping and architecture throughout.
  - Focus primarily residential placetypes around neighborhood gathering places, such as parks, trails, neighborhood-serving commercial centers or other spaces.
  - Ensure that neighborhoods are effectively connected to safe, attractive pedestrian, bicycle and public transit routes, especially those with affordable and senior housing.
  - Encourage the construction or rehabilitation of homes for downsizing households, including single-story, shared housing, multigenerational and other senior-friendly housing types.
2. *The applicant has demonstrated that the proposed initial zoning or rezoning is compatible with surrounding development or that, through utilization of appropriate planning controls and techniques, the initial zoning or rezoning can be made compatible with surrounding development.*

The initial zoning, as Medium Density Residential, is compatible with and identical to all surrounding zoning. The proposed zone district provides opportunities for additional Aurora residents to live within the planned future community. Further, annexation and initial zoning of this property will fill a gap in futures housing needs within this Aurora neighborhood.

3. *A need exists to correct an error.*

N/A

4. *The city council and the planning commission are authorized to consider the past performance of an applicant in their consideration of any rezoning. The city council may deny any rezoning if the applicant or developer thereof is determined to be in violation of any requirements, conditions or representations on a prior development.*

N/A

The following team of consultants has been assembled to complete this application and is available to address any questions or comments.

<b>Owner:</b> CELO Investments, LLC 7108 S Alton Way, Bldg C Centennial, CO, 80112 303.929.4756 Contact: Leighton Odell sdco@comcast.net	<b>Owner's Representative:</b> Otten Johnson 950 17th Street, Suite 1600 Denver, Colorado 80202 303.575.7555 Contact: Jim Johnson munsey@ottenjohnson.com	<b>Civil Engineer:</b> CORE Consultants 1950 W Littleton Blvd Littleton, CO 80120 303.703.444 Contact: Ron Hansen hanson@corecivil.com	<b>Planner:</b> Norris Design 1101 Bannock Street Denver, Colorado 80204 303.892.1166 Contact: Diana Rael drael@norris-design.com
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We look forward to working with the City of Aurora on the review and eventual approval of this application. Feel free to contact me directly should you have any comments, questions and/or requests for additional information.

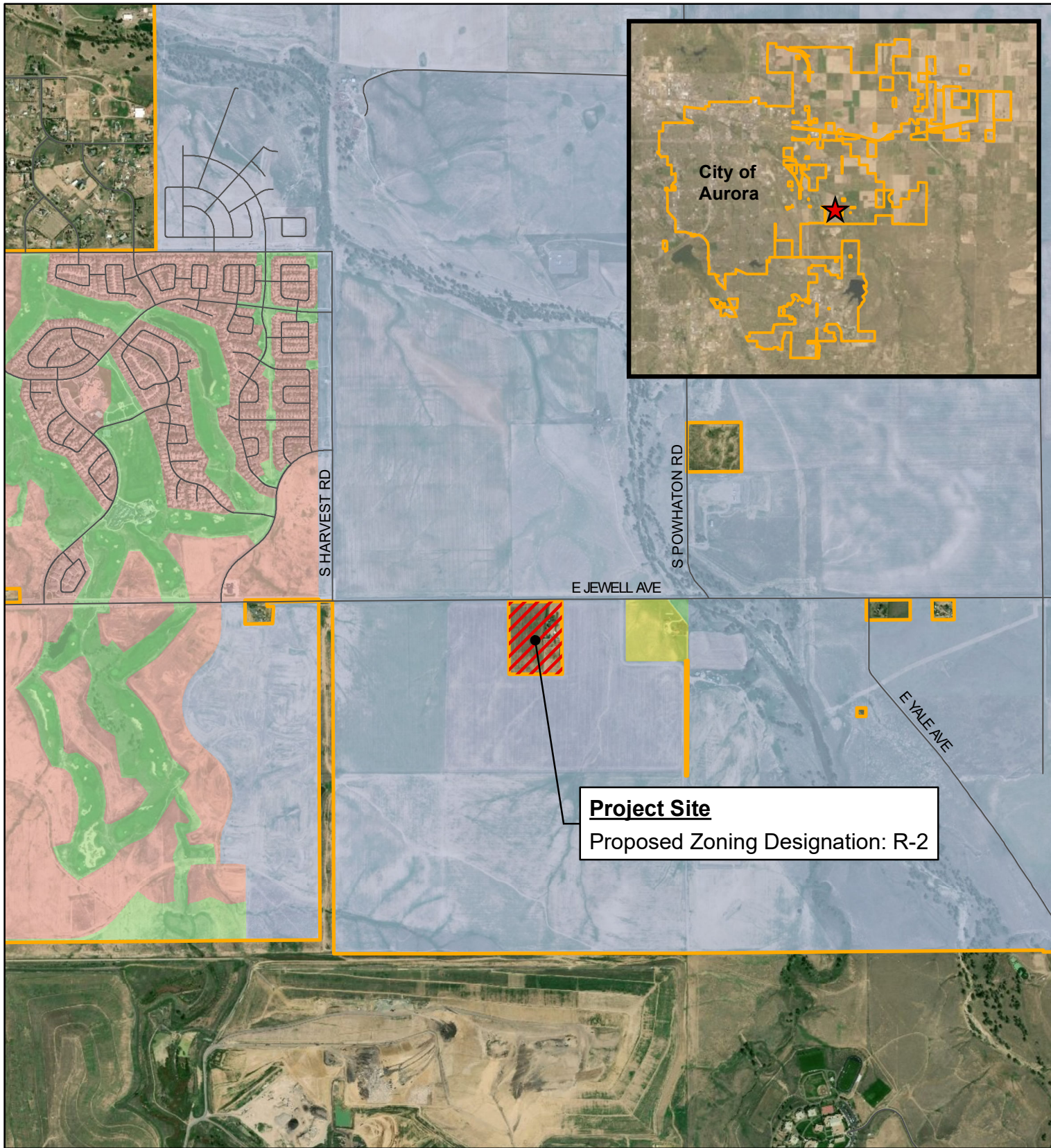
Sincerely,

**Norris Design**



Diana Rael, PLA  
Principal

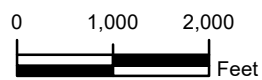




X:\20-005 CELO Annexation\GIS\MXD\CELO Annexation\_Zoning.mxd

# CELO Annexation Zoning Map

Arapahoe County, Colorado



1" = 2,000'

## Legend

- City of Aurora Existing Boundary
- Proposed Annexation Property
- Streets

## Zoning Designation

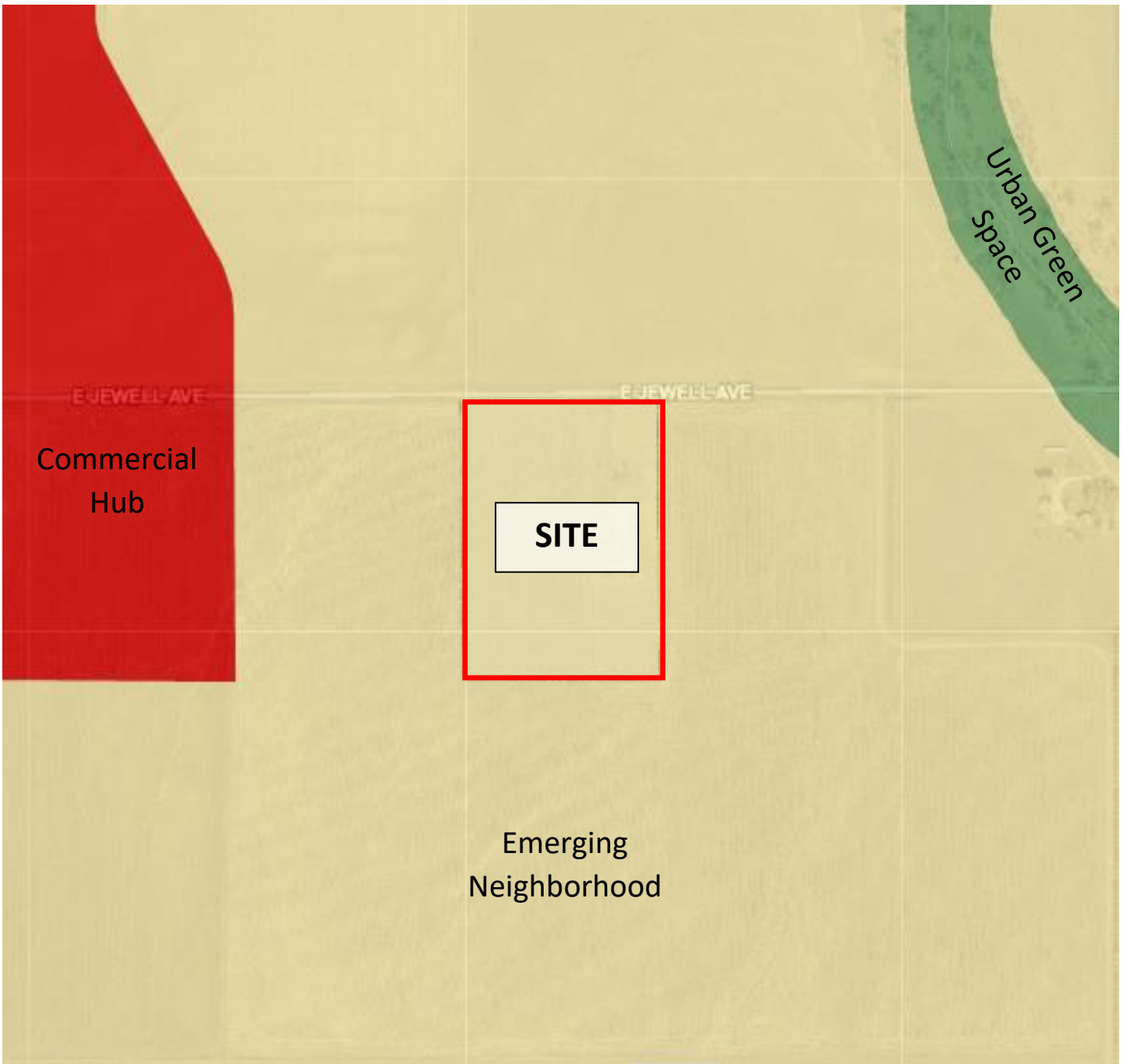
- R-2 (Medium-Density Residential)
- MU-C (Mixed-Use Corridor)
- POS (Parks and Open Space)
- PD (Planned Development)



Date: 3/11/2020  
CORE Project #: 20-005

**CORE**  
CONSULTANTS







City of Aurora  
Planning and Zoning Commission Case Report

**CELO – Initial Zoning**  
**Development Application Number: DA-2229-00**  
**Case Manager: Claire Dalby**

**September 9, 2020**

**Project Summary:**

CELO Investments LLC is requesting an initial zoning to Medium Density Residential (R-2) for approximately 20 acres of undeveloped land located south of East Jewell Avenue between the South Harvest Road and South Powhaton Road alignments. The parcel is currently occupied by a single-family home and agricultural uses. This initial zoning request is being requested alongside an annexation for the same area and is an enclave surrounded by properties already within city boundaries. All surrounding properties are currently zoned Medium Density Residential (R-2).

This proposed initial zoning and related annexation would result in consistent zoning and jurisdiction in this developing area of Aurora. Consistent zoning and jurisdiction help to clarify expectations for development responsibilities, as well as maintenance of public infrastructure and provision of services.

The proposed zone district (R-2) is compatible with the surrounding zoning and the intent for future housing development is consistent with the goals outlined for the Emerging Neighborhood Placetype in Aurora Places.

**Applicant's Request:**

Initial Zoning to Medium Density Residential District (R-2)

**Neighborhood Comments:**

Three adjacent property owners and three registered neighborhood organizations were notified of the application. No comments were received throughout the review process and no neighborhood meeting was held.

**Consistency with Comprehensive Plan:**

Aurora Places, the City's Comprehensive Plan, is designed to serve as a foundation for decision-making related to growth and development in Aurora. This plan describes future development and land use in terms of "placetypes." Placetypes characterize specific areas based on defining character, scale, form, and function. This site area is within the placetype of "Emerging Neighborhood" in Aurora Places. Emerging Neighborhoods are neighborhoods that have typically been built in the past 25 years and represent an opportunity to further diversify neighborhood choices. The placetype is a complete neighborhood with mixed residential housing types and pedestrian and bicycle infrastructure that makes it walkable and well-connected throughout the neighborhood and to adjacent placetypes, with highly accessible parks and open space integrated throughout.

The intent of the initial zoning is to allow the applicant to further city priorities of developing within the Emerging Neighborhood placetype by providing a diversity of housing types and locating homes within connected and complete neighborhoods. The proposed initial zoning is consistent with defining features described in the Emerging Neighborhood placetype.



The Aurora Places Plan also provides goals, policies and practices centered on the seven core principles, including Housing for All. One goal from this principal is to address barriers to the development of diverse housing variety and neighborhood choices across the city. Another goal is to decrease barriers to homeownership. The integration of this tract of land into the city with the intent of developing additional housing in the future for the community seeks to address this goal.

**Summary of Staff Recommendation:**

Recommend Approval of the Initial Zoning to Medium Density Residential (R-2) to the Planning and Zoning Commission for recommendation to City Council (see last page of report for details).

## **Detailed Case Analysis**

---

**Public Notification:**

Legal notice appeared in the Aurora Sentinel on August 27, 2020. The applicant has submitted verification of mailing public hearing notices to adjacent property owners and proof of posting.

**Community Referrals:**

Referrals were provided to the following registered neighborhood organizations within one mile of the project: Murphy Creek Metro District, Murphy Creek Master Association, and MCGC Neighbors.

**Conformance with Code Criteria:**

**1. Initial Zoning Criteria**

*Section 146-5.4.1.C of the Unified Development Ordinance (UDO) states an application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met: (ii) The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and; (a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and (c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.*

- The initial zoning and related annexation are needed to integrate the current enclave into the surrounding City of Aurora zoning to result in consistent zoning and jurisdiction in this developing area. Consistent zoning and jurisdiction help to clarify expectations for development responsibilities as well as maintenance of public infrastructure and provision of services.
- The proposed zoning district is supported by Aurora Places as part of the “Emerging Neighborhood” Placetype and helps meet the goals of providing available and attainable housing for the community.



- The potential size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning to R-2 are compatible with the current impacts associated with the same surrounding R-2 zoning.
- The initial zoning will be a benefit to the surrounding neighborhoods and will be progress toward meeting general housing goals outlined in the Comprehensive Plan.

**Applicant Information:**

Owner/Applicant: Leighton O'Dell, CELO Investments Inc.  
Agent/Project Manager: Norris Design

**Exhibits:**

Exhibit A Vicinity Map  
Exhibit B Applicant's Letter of Introduction  
Exhibit C Legal Description  
Exhibit D Initial Zoning Exhibit  
Exhibit E Placetype Map

**Project Statistics**

**Land Use Analysis**

Item	Existing	Permitted/Required	Proposed
Zoning	Unincorporated Arapahoe County – A-1 Zoning	Primarily low-density residential and agricultural uses	R-2 - Medium Density Residential
Land Use	Single-family residential and agricultural	N/A	Zoning for future housing development within city limits
Parcel Size	19.992 acres	N/A	No change

**Surrounding Properties**

Direction	Zoning	Use
North	R-2 (Medium Density Residential)	Undeveloped land in Eastern Hills FDP
East	R-2 (Medium Density Residential), MU-C (Mixed-Use Corridor) approximately 0.16 miles to the east	Undeveloped land in Eastern Hills FDP, Single-family residential/agricultural
West	R-2 (Medium Density Residential)	Undeveloped land in Eastern Hills FDP
South	R-2 (Medium Density Residential)	Undeveloped land in Eastern Hills FDP



## **Staff Recommendation:**

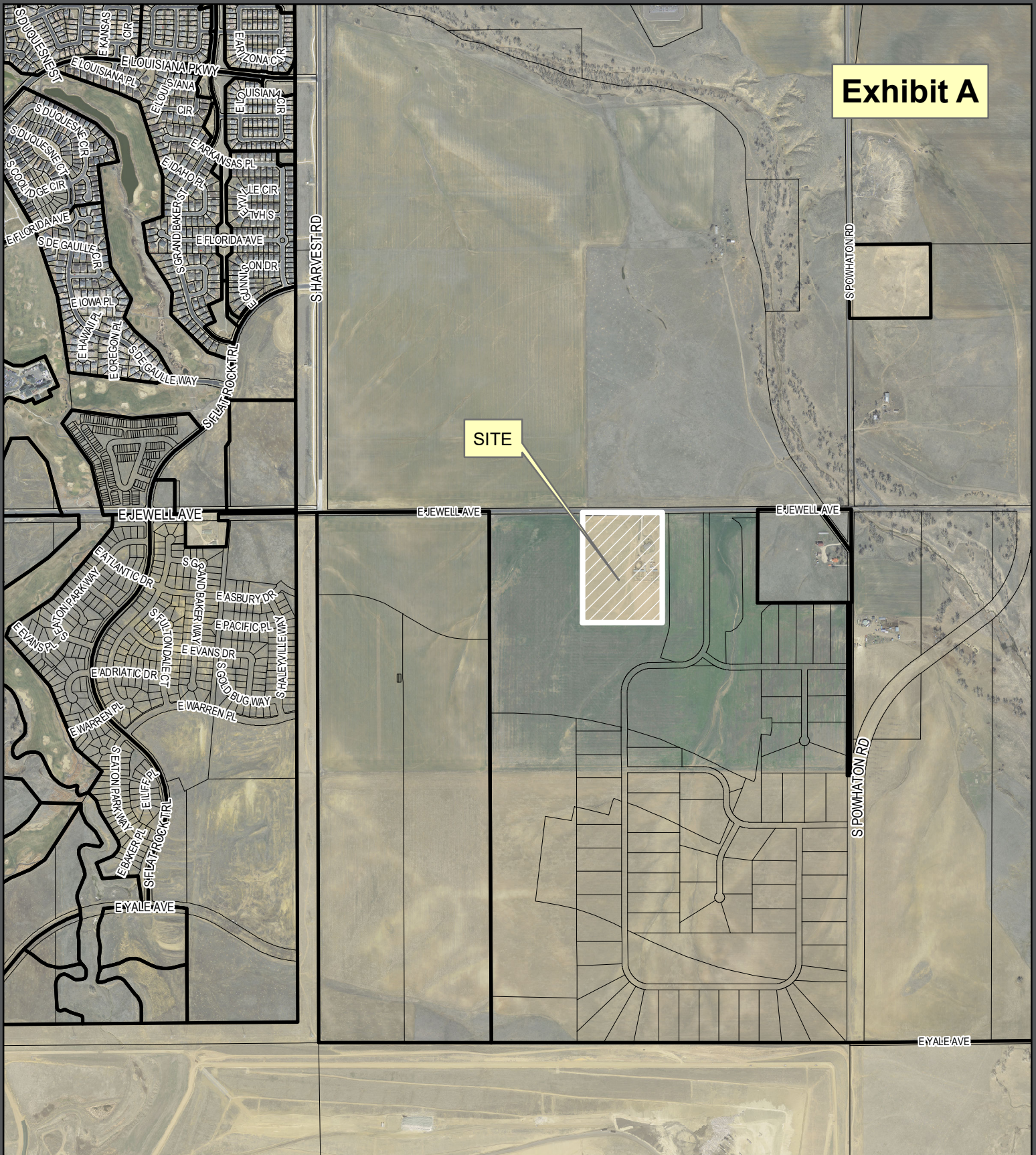
### **Agenda Item 5b: Initial Zoning to R-2, Medium Density Residential**

Staff recommends that the Planning and Zoning Commission recommend approval to the City Council for the CELO Initial Zoning to the R-2 Medium Density Residential District in accordance with Section 146-5.4.1.C for the following reasons:

- The initial zoning and related annexation are needed to integrate the current enclave into the surrounding City of Aurora zoning to result in consistent zoning and jurisdiction in this developing area.
- The proposed zoning district is supported by Aurora Places as part of the “Emerging Neighborhood” Placetype and helps meet the goals of providing available and attainable housing for the community.
- The potential size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning to R-2 are compatible with the current impacts associated with the same surrounding zoning.
- The initial zoning will be a benefit to the surrounding neighborhoods and will be progress toward meeting general housing goals outlined in the Comprehensive Plan.



# Exhibit A



## Celo Initial Zoning

## City of Aurora, Colorado

Feet  
0 500 1,000

Case Number 2020-2004-00  
Development Application #2229-00



Aurora is  
Worth Discovering



## Planning & Development Services

15151 E. Alameda Pkwy  
Aurora CO 80012 USA  
www.auroragov.org  
303-739-7250  
info@auroragov.org

October 5, 2020 Council Meeting, Page 365



May 21, 2020

Ms. Claire Dalby  
**City of Aurora, Planning Department**  
15151 East Alameda Parkway  
Aurora, Colorado 80012

**Re: CELO Investments, LLC Annexation - Initial Zoning Letter of Introduction**

Dear Ms. Dalby,

On behalf of CELO Investments, LLC, we are pleased to submit this request for initial zoning for parcel number 1977-00-0-00-193, referred to as the CELO Investments, LLC annexation.

**CONTEXT**

The parcel is located in the North 1/2 of Section 29, Township 4 South, Range 65 West of the 6<sup>th</sup> Principal Meridian, County of Arapahoe, State of Colorado; generally lying south of E Jewell Avenue and between the South Harvest Road and South Powhaton Road alignments. It consists of one parcel containing 19.992 acres which is currently occupied by a single-family home and agricultural uses. The parcel is surrounded land in City of Aurora, all of which are zoned Medium Density Residential (R-2), but are currently used for agriculture or vacant.

**INITIAL ZONING**

The subject property is currently located in unincorporated Arapahoe County. As part of the annexation, the applicant requests the parcel be initially zoned to the Residential 2 (R-2) zone district, based on surrounding zoning and as recommended by Aurora planning staff. The Medium Density Residential Zone District is described as follows:

*The purpose of the R-2 district is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. Development pursuant to a Small Residential Lot option is allowed in Subarea C. This district is intended for use close to collector streets and public transit facilities. The primary use in this district is single-family residences, but several types of attached dwellings are also permitted. The district generally prohibits commercial activity except for home occupations and typical neighborhood services.*

**APPROVAL CRITERIA**

Section 146-4001(C) of the City of Aurora Municipal Code lists the following approval criteria for initial zoning:

1. *The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the city's comprehensive plan and with other policies and plans adopted by the city council.*

Aurora Places, the City's Comprehensive Plan became effective in October 2018. The plan includes Planning and Annexation Boundaries; the proposed annexation / initial zoning falls within both the 'Planning Area' and "Annexation Area" noted on the map. The initial zoning meets the intent of the city's comprehensive plan in regard to all Community Principles and matches the zoning of other properties within the same placetype designation. The site falls within the Emerging Neighborhood Placetype and the proposed initial zoning will allow the applicant to further city priorities of developing within this placetype, providing a diversity of home types and locating homes within connected and complete neighborhoods.

One of the Core Principles defined in Aurora Places is Housing for All, which includes the following principle: "High-quality housing options enable people across all socioeconomic levels, cultural identities and stages of life to establish and manage households". Recommended practices include:

- Provide appropriate locations for multiple housing types in urban districts, including both affordable and luxury options, because the concentration of services, retail, entertainment and employment and the multiple transportation choices are desired by households of all incomes.



- Create vibrant and highly desirable neighborhoods through superior housing design and neighborhood layout, with varied design along streets and quality landscaping and architecture throughout.
  - Focus primarily residential placetypes around neighborhood gathering places, such as parks, trails, neighborhood-serving commercial centers or other spaces.
  - Ensure that neighborhoods are effectively connected to safe, attractive pedestrian, bicycle and public transit routes, especially those with affordable and senior housing.
  - Encourage the construction or rehabilitation of homes for downsizing households, including single-story, shared housing, multigenerational and other senior-friendly housing types.
2. *The applicant has demonstrated that the proposed initial zoning or rezoning is compatible with surrounding development or that, through utilization of appropriate planning controls and techniques, the initial zoning or rezoning can be made compatible with surrounding development.*

The initial zoning, as Medium Density Residential, is compatible with and identical to all surrounding zoning. The proposed zone district provides opportunities for additional Aurora residents to live within the planned future community. Further, annexation and initial zoning of this property will fill a gap in futures housing needs within this Aurora neighborhood.

3. *A need exists to correct an error.*

N/A

4. *The city council and the planning commission are authorized to consider the past performance of an applicant in their consideration of any rezoning. The city council may deny any rezoning if the applicant or developer thereof is determined to be in violation of any requirements, conditions or representations on a prior development.*

N/A

The following team of consultants has been assembled to complete this application and is available to address any questions or comments.

<b>Owner:</b>	<b>Owner's Representative:</b>	<b>Civil Engineer:</b>	<b>Planner:</b>
CELO Investments, LLC	Otten Johnson	CORE Consultants	Norris Design
7108 S Alton Way, Bldg C	950 17th Street, Suite 1600	1950 W Littleton Blvd	1101 Bannock Street
Centennial, CO, 80112	Denver, Colorado 80202	Littleton, CO 80120	Denver, Colorado 80204
303.929.4756	303.575.7555	303.703.444	303.892.1166
Contact: Leighton Odell	Contact: Jim Johnson	Contact: Ron Hansen	Contact: Diana Rael
sdco@comcast.net	munsey@ottenjohnson.com	hanson@corecivil.com	drael@norris-design.com

We look forward to working with the City of Aurora on the review and eventual approval of this application. Feel free to contact me directly should you have any comments, questions and/or requests for additional information.

Sincerely,

**Norris Design**



Diana Rael, PLA  
Principal



LEGAL DESCRIPTION – PROPERTY TO BE ANNEXED

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING ASSUMED TO BEAR S 89°55'23" E FROM THE NORTHWEST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "PLS 13155", TO THE NORTHEAST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, ILLEGIBLE STAMPING, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

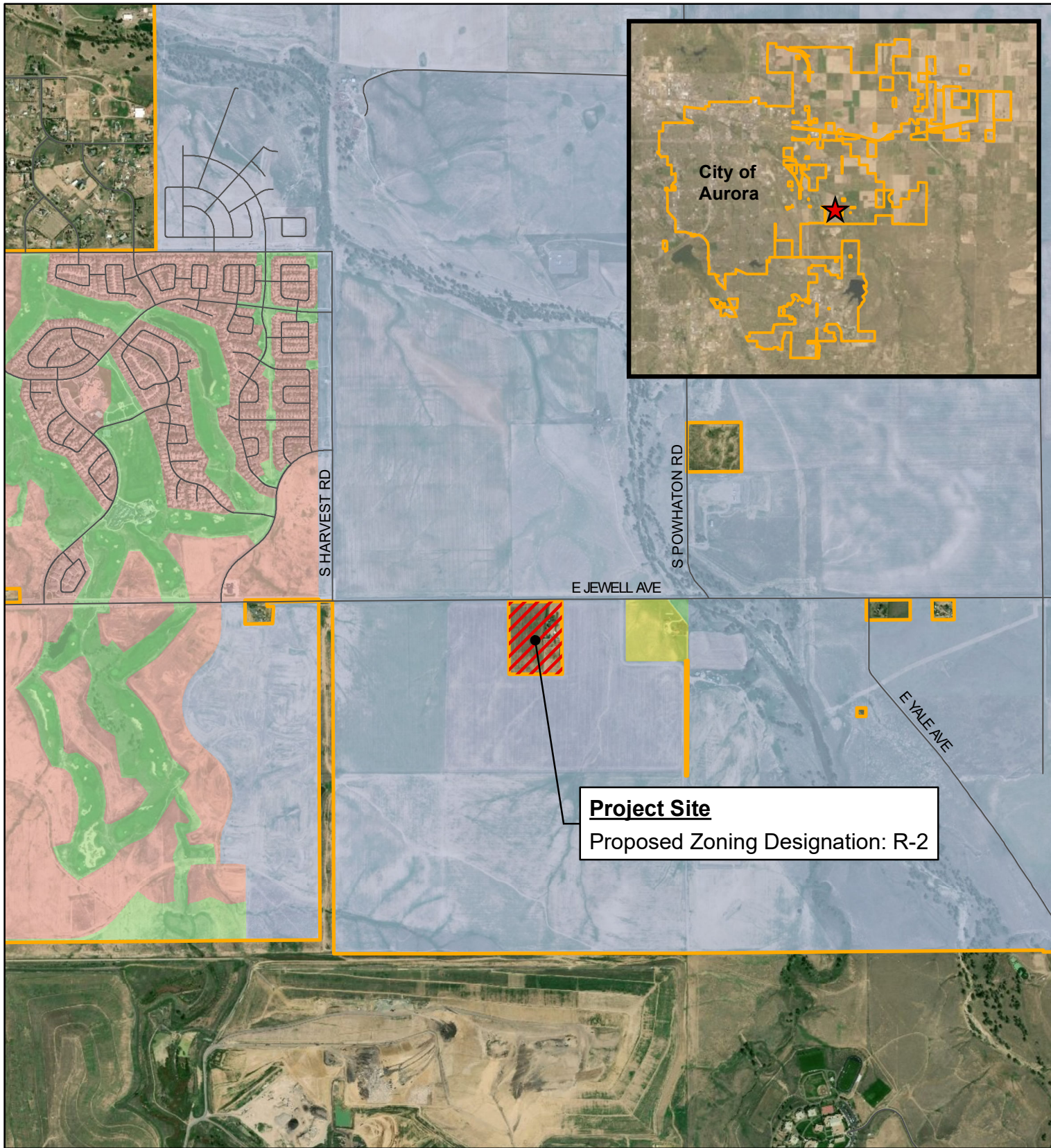
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, THENCE S 89°16'20" E, A DISTANCE OF 2641.38 FEET TO A POINT BEING 30.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29, BEING THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. B4191881, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING THE NORTHWEST CORNER OF THAT REMAINDER PARCEL AS SHOWN ON THE ANNEXATION MAP OF EASTERN HILLS III, ACCORDING TO CITY OF AURORA CITY COUNCIL ORDINANCE NO. 85-262, WITH AN EFFECTIVE DATE OF 8-22-1986, AND THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY LINES OF SAID REMAINDER PARCEL THE FOLLOWING FOUR (4) COURSES:

1. S 89°55'23" E, ALONG A LINE BEING 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 798.31 FEET;
2. S 00°14'02" W, A DISTANCE OF 1090.42 FEET;
3. N 89°55'14" W, A DISTANCE OF 799.01 FEET;
4. N 00°16'16" E, A DISTANCE OF 1090.39 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 870,853 SQUARE FEET OR 19.992 ACRES, MORE OR LESS.












### Project Site

Proposed Zoning Designation: R-2

### Legend

-  City of Aurora Existing Boundary
-  Proposed Annexation Property
-  Streets
- Zoning Designation**
-  R-2 (Medium-Density Residential)
-  MU-C (Mixed-Use Corridor)
-  POS (Parks and Open Space)
-  PD (Planned Development)



## CELO Annexation

### Zoning Map

Arapahoe County, Colorado

0 1,000 2,000  
Feet

1" = 2,000'

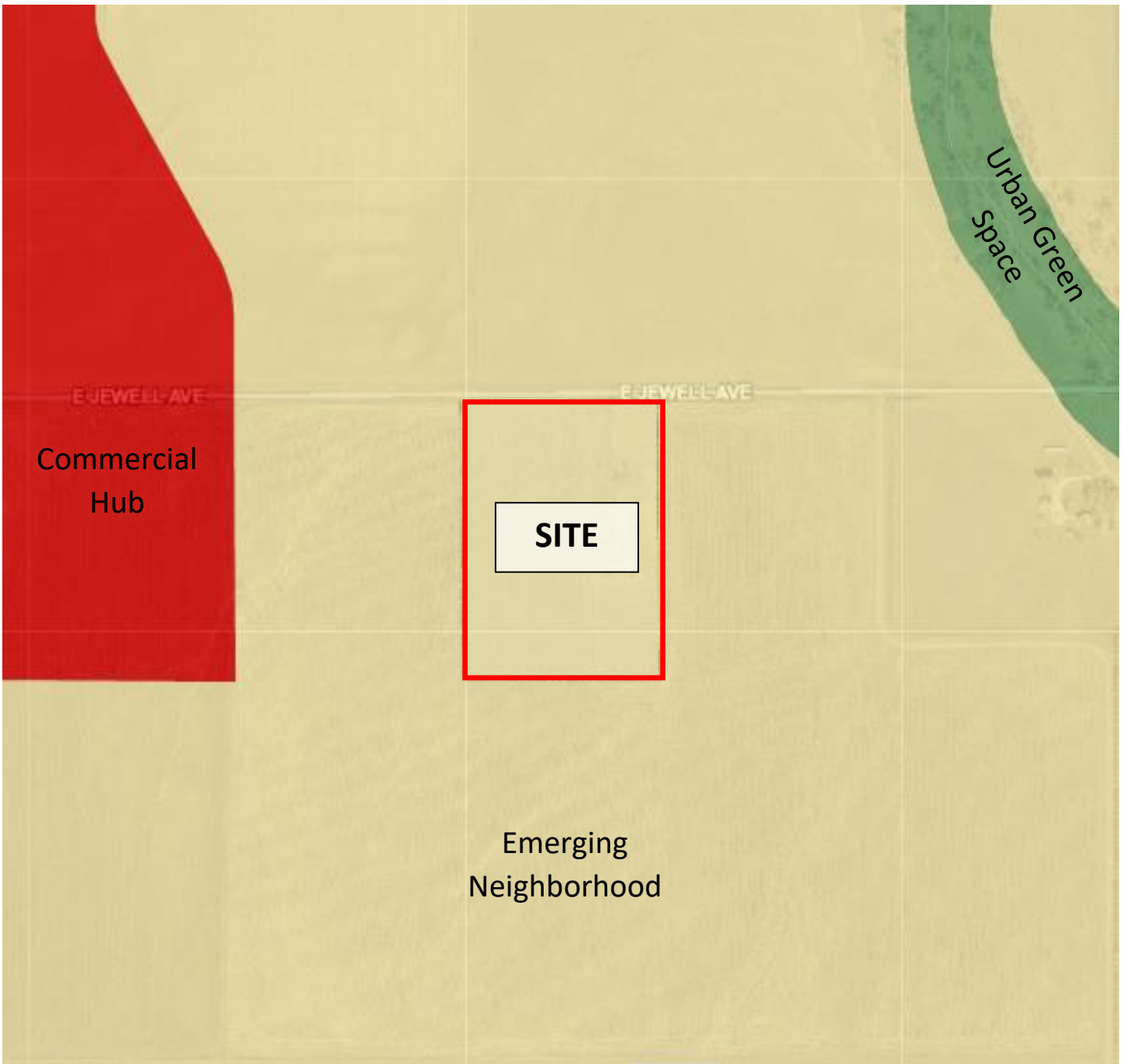
Date: 3/11/2020  
CORE Project #: 20-005



**CORE**  
CONSULTANTS

October 5, 2020 Council Meeting, Page 369











City of Aurora

## COUNCIL AGENDA CONTINUATION PAGE

<b>Item Title:</b> CONSIDERATION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF AURORA AND CELO INVESTMENTS, LLC FOR A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO. (CELO 19.992 ACRES)
<b>Item Initiator:</b> Laura Rickhoff, Development Project Manager, City Manager's Office
<b>Staff Source:</b> Laura Rickhoff, Development Project Manager, City Manager's Office
<b>City Attorney Signature:</b> 
<b>City Manager/Deputy City Manager Signature:</b> 
<b>Date of Change/Update:</b> September 29, 2020

**ACTIONS(S) PROPOSED** *(Check all appropriate actions)* N/A

**ITEM SUMMARY** *(Brief description of changes or updates with documents included.)*

In response to questions presented to staff and the applicant at the September 21<sup>st</sup>, 2020 City Council meeting regarding the ownership of mineral rights for the parcel to be annexed (CELO, 19.992 ACRES), the applicant's counsel provided the attached request for notification of surface development, which is recorded against the property. The request indicates Union Pacific or RME Land Resources owns the minerals. However, counsel for the applicant believes those rights are now held by ConocoPhillips. Counsel for the applicant also provided the attached surface use agreement for the Parklands development, which surrounds the annexation property, though there does not appear to be a surface use agreement for the annexation property itself.

**EXHIBITS ATTACHED:** Request for Notice of Surface Development, Surface Use Agreement



## **AMENDED AND RESTATED SURFACE USE AND DAMAGE AGREEMENT**

This Amended and Restated Surface Use and Damage Agreement ("Agreement") is made and entered into on January 25, 2017, but effective January 26, 2011, among:

**Cherry Creek Vista Holding Partnership, LLP**, a Colorado limited liability partnership,  
**Eastern Hills, LLC**, a Colorado limited liability company,  
**Alpert Village 1, LLC**, a Colorado limited liability company,  
**ACJ Partnership**, a Colorado general partnership,  
**Coal Creek Reserve, LLP**, a Colorado limited liability partnership,  
**Murphy Creek LLC**, a Wyoming limited liability company,  
**Yale/MC LLC**, a Colorado limited liability company,  
**Alpert Corporation**, a Colorado corporation,  
**Cooper/Alpert #3, LLP**, a Colorado limited liability partnership, and  
**Harvest Investors LLC**, a Colorado limited liability company,

as the owners of the surface of the lands described hereafter, whose addresses are c/o Alpert Corporation, 3033 East 1st Avenue, Suite 725, Denver, CO 80206 (hereinafter collectively referred to as "Original Owner");

**EH 2002 LLC**, whose address is 250 Pilot Road, Suite 140, Las Vegas, NV 89119, and  
**Harvest & Jewell, LLC**, a Colorado limited liability company, whose address is 3515 S. Tamarac Drive, Suite 300, Denver, CO 80237 (hereinafter referred to along with ACJ Partnership as "Additional Owner") (hereinafter collectively referred to along with Original Owner as "Owner"); and

**Burlington Resources Oil & Gas Company LP, a Delaware Limited Partnership** whose address is Attention: Manager, Real Property Administration, P. O. Box 7500, Bartlesville, OK 74004-7500 (hereinafter referred to as "Operator").

### **WITNESSETH:**

**WHEREAS**, Original Owner owns the surface and certain portions of the mineral estate in the lands described on Exhibit A attached hereto (the "Owner Lands"); and

**WHEREAS**, Original Owner and Anadarko E&P Company LP ("Anadarko") entered into an Oil and Gas Lease dated January 26, 2011, as supplemented by Ratifications of Oil and Gas Lease and Surface Use Agreement dated March 29, 2011, and March 30, 2011, and a Corrected Ratification of Oil and Gas Lease and Surface Use Agreement dated June 19, 2014 (the "Owner OGL") covering the Owner Lands; and

**WHEREAS**, in connection with the execution of the Owner OGL, Original Owner and Anadarko entered into a Surface Use and Damage Agreement dated January 26, 2010 [sic] (the "Original Agreement"); and



**WHEREAS**, a “Memorandum of Surface Use and Damage Agreement” (the “Memorandum”) was imbedded and recorded as Exhibit B to the Owner OGL in lieu of the unrecorded Original Agreement; and

**WHEREAS**, Operator is a successor in interest to Anadarko; and

**WHEREAS**, Original Owner and Operator desire to amend and restate the Original Agreement in accordance with the provisions of this Agreement and replace the Memorandum with this Agreement; and

**WHEREAS**, Additional Owner owns the surface of the lands described on Exhibit E attached hereto (the “Additional Owner Lands”) (hereinafter collectively referred to along with the Owner Lands as the “Lands”); and

**WHEREAS**, portions of the Additional Owner Lands are impacted by the 1,000 Foot Buffer Area as defined in Section 2(b)(ii) of this Agreement; and

**WHEREAS**, the parties desire Additional Owner to become a party to this Agreement so that the Additional Owner and the Additional Owner Lands will become subject to and benefit from certain provisions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby declare that the Lands are subject to the following covenants, restrictions, and conditions, all of which are covenants running with the land for the purpose of allowing oil and gas exploration and development activities by Operator, which are binding on successors and assigns, and do hereby agree as follows:

**1. Definitions.**

“Allowable Well(s)” means any well with a surface location that is within an Oil and Gas Operations Area that meets each of the following requirements: (i) the well, if completed as a producing well, will be completed and produce solely from lands covered by an Owner OGL and any lands pooled therewith in accordance with the terms of the Owner OGL; (ii) Operator owns a working or operating interest in the well at the time the well is drilled and completed; and (iii) the well bore of the well (as originally drilled, and as such well may be deepened, recompleted, side-tracked or reworked) does not enter, penetrate or cross into any portion of the Lands outside of an OGOA at a subsurface depth of less than five hundred (500) feet below the surface.

“Applicable Agency” means the Colorado Oil and Gas Conservation Commission and other federal or State of Colorado administrative agencies, the City, or Arapahoe County, having operational jurisdiction over Operator’s operations on the Land (for clarity, in certain circumstances one or more federal or State of Colorado agencies, or local agencies, may have concurrent jurisdiction over the operations of the parties).

“Applicable Agreements” means (a) this Agreement, (b) the Owner OGL, (c) agreements burdening Owner’s title to the Lands that are relevant to Operator’s use of the Lands and are of



record before the execution date of this Agreement, and (d) agreements burdening Owner's title to the Lands that are relevant to Operator's use of the Lands and are recorded on or after the execution date of this Agreement, copies of which have been provided to Operator by Owner.

"Applicable Laws" means all laws (including statutory and common law), rules, ordinances, regulations, codes or similar enactments by any federal, state, county, municipal or quasi-governmental entity with jurisdiction over the Lands or any portion thereof, as they may hereafter be enacted, issued or amended, including the rules of the Commission, ordinances of the City, the terms and conditions of applicable permits and the rules and regulations of the Applicable Agencies.

"City" means the City of Aurora, Colorado.

"Commission" means the Colorado Oil and Gas Conservation Commission.

"Directional Survey" means a well survey that measures the degree of departure of the wellbore from the vertical and the direction and distance of departure.

"Equipment Area" means an area(s) within an OGOA(s) that is designated for wellheads and production equipment necessary for the production of Allowable Wells.

"Oil and Gas Operations Areas" or "OGOA(s)" refers to those portions of the Lands depicted on the attached Exhibit B and described in Exhibit C, as such exhibits may be amended hereafter pursuant to the provisions of this Agreement.

"Third Party" or "Third Parties" means any party other than the Operator or its parent ConocoPhillips Company or the Owner.

"Unrecorded Consideration and Compensation Agreement" or "UCCA" means the unrecorded agreement signed contemporaneously with this Agreement providing compensation to the Original Owner for the rights, privileges, and uses granted to Operator herein.

## **2. Right of Use.**

(a) *Grant of Use Right.* Owner hereby gives and grants to Operator (which rights may be exercised by Operator through its agents, employees, drilling contractors, and related service companies), subject to the terms of the Applicable Agreements, (i) the exclusive right (subject to the site planning process outlined in Section 3) to enter upon and use the OGOAs solely for the purpose of constructing, drilling, completing, recompleting, fracturing, refracturing, reworking, operating, maintaining and producing one or more Allowable Wells at surface locations within the OGOAs, or at such exception locations within the OGOAs as are approved by the Commission, and (ii) subject to the provisions of Section 3 and other applicable provisions of this Agreement, a non-exclusive right-of-way (the "Right-of-Way") upon those portions of the Lands outside of an OGOA as may be designated pursuant to Section 3, for the sole and limited purpose of ingress and egress to and from



the OGOAs and the construction and maintenance of above ground improvements such as fencing, landscaping, excess topsoil and subsoil storage piles, and storm water BMPs and below ground improvements such as production gathering lines solely for handling production from an Owner OGL (or lands pooled therewith pursuant to the terms of the Owner OGL) and electric utility lines, which will be depicted on Exhibit C, as it may be amended from time to time, and (iii) a non-exclusive right, upon at least 48 hours' written or oral notice to Owner's Designated Representative as defined in Section 18, to enter upon the Lands solely for the purpose of survey associated with any Allowable Well, OGOA or the Right-of-Way. Without Owner's prior written permission, which may be withheld in its sole discretion, Operator shall not use, disturb or enter upon any portion of the Lands other than an OGOA or the Right-of-Way except as specifically permitted by this Agreement.

**(b)     *Setbacks.***

(i)     Operator will comply with setback requirements imposed by Commission Rule 603(a)(1). To the extent permitted by Applicable Laws, Owner waives its right to object to any other setback requirements that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of Operator, its successors and assigns, to explore for and produce the oil and gas in accordance with this Agreement.

(ii)    As set forth in the time table below (Figure 1), Owners will not plat lots ("Platting Restriction") or build or construct commercial, industrial, or residential structures (the "Building Restriction") (collectively referred to as "Restricted Uses") within 1,000 feet of any OGOA (the "1,000 Foot Buffer Area"). However, Owner may install infrastructure or make other uses of the 1,000 Foot Buffer Area (excluding the Restricted Uses) at any time. At the request of Operator, Additional Owner agrees to provide reasonable assurances to the City that it will not construct commercial, industrial or residential structures upon any lots or tracts that lie within the 1,000 Foot Buffer Area and that are platted within the Additional Lands as of the execution date of this Agreement.



(Figure 1)

OGO A ID as described on Exhibits B and C	Owner will not plat lots, or seek to build or construct commercial, industrial, or residential structures within 1,000 feet of an OGO A before
1	3/1/2020
2	3/1/2020
3	3/1/2022
4	3/1/2022
5	3/1/2020
6	3/1/2020
7	3/1/2023

If Operator secures all required state and local permits for an OGOA prior to the expiration date for such OGOA stated in Figure 1, Operator shall notify Owner and the Platting Restriction imposed by this Section 2(b)(ii) will terminate as to the subject OGOA.

If Operator completes its drilling program for an OGOA prior to the expiration date for such OGOA stated in Figure 1, Operator shall so notify Owner and the Building Restriction imposed by this Section 2(b)(ii) will terminate as to the subject OGOA.

(c) *Water Rights.* This Agreement will not cover any water rights that Owner may now or hereafter own or that are used on the Lands.

### 3. **Notification and Consultation and Additional Agreements.**

(a) *Notice and Consultation.* At least forty-five (45) days prior to submitting an application for an oil and gas permit to the City or an application for a material amendment to an existing oil and gas permit, Operator will notify Owner and provide to Owner a complete copy of the permit application. Operator and Owner will thereupon meet and consult regarding the location, grading and layout of the Equipment Area; the location and extent of Right-of-Way required for access roads, pipelines, and utility lines serving the OGOA; the efficient stockpiling or disposal of dirt; the design, construction and maintenance of landscaping required by the City; the type and design of fencing or other screening of improvements to be constructed upon the OGOA; noise mitigation; the location of storm water improvements; adjustments to the perimeter description of the OGOA that may be necessary to accommodate any of the foregoing; a reclamation plan; transportation plan; and other matters that are included within the permit application.



(b) *Mutual Accommodation.* With regard to the consultation required by Section 3(a), each party agrees to mutually cooperate with the other, in a timely manner, so as to reasonably accommodate both the Owner's desire to minimize intrusion upon and damage to the surface so as to preserve the Lands for future development and the Operator's right to utilize that amount of the surface as is reasonable and necessary to explore for, develop and produce oil and gas pursuant to the Owner OGL. Without limiting the foregoing, Operator will make commercially reasonable efforts to site permanent above ground facilities such as well heads and tank batteries in alternative locations suggested by Owner, to employ alternative means of operation, or to set the elevations of its Equipment Area and pipelines to accommodate future development of the surface, provided that such alternatives are technologically sound and reasonably available to Operator. In the event that Operator reasonably estimates a proposed accommodation to have an increased cost over and above the cost of the Operator's initial plan, Operator will afford Owner a reasonable opportunity to pay increased costs in a manner consistent with the payment of relocation costs pursuant to Section 3(k), or withdraw the request. With regard to its operations outside of an OGOA, Operator agrees, to the extent possible, to locate surface or above ground improvements such as roads, fencing, landscaping, excess topsoil and subsoil storage piles, and storm water BMPs, and below ground improvements such as pipelines and underground utility lines, within or adjacent to rights of way contemplated in Owner's most current land planning for future development of the Lands. It is intended that this consultation period and subsequent mutual accommodation process will not exceed forty-five (45) days from the time Operator provides the initial permit application materials.

Any disputes that arise between the parties during such consultation will be submitted to dispute resolution pursuant to Section 29 of this Agreement.

(c) *Permit Approval.* Upon completion of the consultation process pursuant to Section 3(a), Operator will revise its permit application in a manner consistent with such consultation, shall provide a copy of the final application to Owner and may submit the application to the City for approval. Operator will advise Owner of hearing dates for the application, and Owner agrees to reasonably cooperate with Operator (without undue expense on the part of Owner) to obtain the approval of the application and issuance of the City's oil and gas permit(s). Any material changes to the application required by the City as conditions of approval will be subject to notice and consultation pursuant to Sections 3(a) and 3(b), provided, however, that in lieu of forty-five (45) days' notice, notice shall be given within a reasonable time under the circumstances.

(d) *Amendment of Exhibits.* If the perimeter of an OGOA is changed in connection with the approval or amendment of a City oil and gas permit pursuant to this Section 3, the parties will execute an amendment to Exhibit B to reflect the final description of the OGOA and record such amendment in the office of the Clerk and Recorder for Arapahoe County, Colorado. Additionally, upon the approval of



City oil and gas permit(s) or a material amendment to a permit(s), Exhibit C will be amended to reflect the description and acreage of the OGOA and the final location of Equipment Areas and Right-of-Way as approved by such permit(s). The amended Exhibit C will be used to calculate subsequent compensation as detailed in the UCCA.

(e) *Notice of Commencement of Construction.* Operator shall notify Owner at least thirty (30) days in advance of commencing any earth moving or excavation operations on the OGOAs or Right-of-Way, including moving in drill or completion rigs or heavy equipment.

(f) *Directional Survey.* Upon Owner's written request, Operator will conduct a Directional Survey of each well drilled directionally on an OGOA, or from a surface location outside the Lands into the Lands, as it is being drilled and upon reaching total depth to verify that such well complies with the requirements of this Agreement and will furnish a copy of such survey to Owner within thirty (30) days after it is obtained by Operator.

(g) *Inspections and Reports.* Owner and its authorized agents and representatives will have access to the OGOAs and will have the right to witness and observe all operations conducted thereon, including the drilling, logging, testing, casing, completing, Directional Surveying, and plugging and abandonment of any well thereon. If Owner elects to access the OGOAs, it will abide by Operator's safety procedures and Owner must be accompanied by Operator's designated representative.

(h) *Operator Covenants.* Operator agrees that it will not (and that it will cause its Affiliates not to): (i) drill, deepen, recompleat, sidetrack or rework any well, whether such well has a surface location within a OGOA or a surface location outside of the Lands, such that any portion of the well bore of the well enters, penetrates or crosses into any portion of the Lands outside of a OGOA at a subsurface depth of less than five hundred (500) feet below the surface, or (ii) seek to locate or drill any well at any surface location that is within the Lands other than an Allowable Well on an OGOA as permitted by this Agreement. Operator will vote and make such elections and consents that it has the power to make under applicable operating agreements, unit operating agreements, unit agreements and other agreements consistent with this Agreement. Operator further agrees to provide a copy of title work procured by Operator regarding the Lands, redacted as appropriate to delete proprietary information relating: (1) to property other than the Lands and (2) title to mineral interests other than those owned by Owner. Any title information will be provided with no warranty by Operator regarding its accuracy and completeness, and Operator will have no liability of any nature whatsoever in connection therewith.

(i) *No Assurance.* Operator acknowledges that its operations are subject to applicable law, the rules and regulations of the Applicable Agencies, and the



Applicable Agreements. Owner is not giving Operator any assurance, and disclaims any representation or warrant to Operator, that Operator has the right to locate and drill any well on any OGOA under applicable law or the Applicable Agreements. Operator will be solely responsible for obtaining all required permits, consents and authorizations that may be necessary to conduct its operations and Operator assumes the risk of not obtaining any such permits, consents and authorizations.

(j) *Specific Operational Restrictions.* Operator will comply with Applicable Laws and the Minimum Standards attached hereto as Exhibit D. Operator agrees not to conduct its operations on the Lands in a manner that causes the City or other third party to declare a default by Owner under any of the Applicable Agreements; provided, however, that Operator will not be in default under this sentence if its operations have been conducted in compliance with its regulatory approvals granted to Operator by the City.

(k) *Relocation.* Owner will have the right to change the location of the Right-of-Way by terminating the existing Right-of-Way and granting Operator a substitute Right-Of-Way acceptable to Operator on similar terms and conditions, but at no additional cost to the Operator, and require Operator to relocate any roads, pipelines, power lines, fencing, landscaping, excess topsoil and subsoil storage piles, and storm water BMPs located on the Right-of-Way (the “Relocated Facilities”) to such substitute Right-Of-Way upon ninety (90) days prior written notice to Operator. Operator will provide Owner with a bona fide third party estimate of the costs for the relocation of the Relocated Facilities. Owner will have the right to withdraw the relocation request within ten days after receipt of the estimate. Unless Owner withdraws the relocation request, Operator will, within such ninety (90) day period, commence the relocation of the Relocated Facilities to the substitute Right-of-Way, if required permits can be reasonably attained in that time frame. Operator will diligently pursue the relocation work, but will not be required to abandon the use of its existing Relocated Facilities until relocation work has been completed unless Operator, in its sole discretion, determines that such abandonment will not jeopardize its operations. Notwithstanding the above, Operator will be under no obligation to commence any relocation activities unless and until Owner has paid the estimate to Operator or furnished Operator a bond, letter of credit or other security acceptable to Operator for payment of such amount. Upon completion of the relocation, Operator will furnish Owner a full accounting of the costs and expenses of the relocation. If the cost of the relocation is less than the estimate, Operator will refund the difference to Owner and if the cost of the relocation is more than the estimate, Owner will pay the difference to Operator within ten (10) days of receiving Operator’s invoice provided Owner will not pay more than one hundred twenty percent (120%) of the estimate furnished to Owner.

(l) *Subsequent Modification of OGOAs.* Upon the completion of drilling of the initial well within an OGOA, Owner, after consultation with Operator, may propose a revised legal description for the subject OGOA that maximizes the



setbacks from the well and associated surface facilities to adjacent portions of the Lands that are contemplated for residential or commercial development. Operator agrees not to unreasonably withhold its consent to such a modification of the subject OGOA if such modification does not materially impair the technical feasibility or the safety of extracting oil and gas from such OGOA. In the event that Operator reasonably estimates such modification to have an increased cost over and above the cost of the Operator's initial plan, Operator will afford Owner a reasonable opportunity to pay increased costs in a manner consistent with the payment of relocation costs pursuant to Section 3(k), or withdraw the request. A legal description of the modified OGOA will be prepared by a Colorado licensed surveyor at the expense of Owner and will be attached to this Agreement as an amended Exhibit C and, at Owner's expense, Exhibit B will be amended to reflect the adjusted location of the OGOA. If compensation for the OGOA has already been paid pursuant to the UCCA, an adjustment to the location of such OGOA pursuant to this Section will not result in any adjustment to the amount paid. If compensation for the OGOA has not been paid as of the date of an adjustment pursuant to this Section, compensation for such OGOA will be based upon the amended Exhibit C prepared pursuant to this Section.

**(m) Owner's Permitted Uses.** Although Operator's use of an OGOA is generally exclusive as specified in Section 2(a), in connection with the consultation conducted pursuant to Sections 3(a) and 3(b), Operator will reasonably consider what non-intensive uses (such as the construction and operation of underground utilities and appurtenant above-ground appurtenances, parking, primitive ranch roads, trails or other recreational use, berms or landscaping, signage, or similar uses) ("Permitted OGOA Improvements") may be conducted by Owner within the portion of an OGOA outside of the Equipment Area (the "Reclamation Area"), provided, however, that: (i) any such use shall be conducted at the sole risk and expense of Owner; and (ii) no habitable structures requiring a building permit will be placed by Owner within the Reclamation Area without Operator's prior written consent which will not unreasonably be conditioned or withheld; and (iii) Operator and its contractors will not be liable for damages to Permitted OGOA Improvements, including any structures, caused by its oil and gas operations, subject to limitations in Section 15; provided, however, that Operator will make reasonable efforts to avoid damage to or the disruption of the use of Permitted OGOA Improvements. Subject to the foregoing, however, Owner will be responsible for the repair and replacement of any Permitted OGOA Improvements.

**4. Compensation.** Compensation for the rights, privileges, and uses granted hereunder, and for damages incurred with respect to Operator's use of the OGOA(s) and Right-of-Way, is provided for in the UCCA. All payments made to Original Owner will be by draft, certified funds, cashier's check, wire transfer, or check from Operator, as reasonably specified by Original Owner.

**5. Road Construction and Use.** Any roads constructed or used by Operator on the OGOAs or Right-of-Way will be constructed or used to the following specifications:



(a) *Use of Existing Roads.* To the maximum extent possible, Operator will use existing roads or road locations designated by Owner for its operations or future development, and if construction of a new road is required that is not within the Right-of-Way as described in an amended Exhibit C, Operator will consult with Owner and obtain Owner's consent to the location of the new road, which consent will not be unreasonably withheld.

(b) *Specifications.* The surface of all roadways will be made of compacted gravel, will not exceed twenty-three (23) feet in width for traveled surface and will comply with Applicable Laws.

(c) *Dust Control.* Operator will control dust from all roadways through the application of an appropriate dust suppressant.

(d) *Gates.* If requested by Owner, access to the Lands of Owner from any public road, or from the land of any adjoining land, will be controlled by a swinging metal gate in addition to a cattle guard.

(e) *Culverts.* Properly sized culverts will be placed in low areas for proper drainage.

(f) *Off-Road Travel.* No off-road travel is permitted, particularly off-road travel that has the effect of widening the road or area of damage.

(g) *Weeds, Trash.* Operator will keep roads used by it free of weeds, debris, and litter, and will conduct periodic pickup of trash caused by its operations, contractors or employees, if requested by Owner.

(h) *Non-Exclusive.* The use and construction of roads by Operator on the Right-of-Way is a non-exclusive use, and Owner may allow other parties to use said roads and make a charge therefor. However, Operator will have the right to assess other users of the roads for oil and gas operations for their share of maintenance work performed by Operator.

(i) *Signage.* If requested by Owner, Operator will place an appropriate sign or signs on any road, designating them as "private roads", and to assist Owner in the control of the use of such roads by unauthorized users. The size and color of such signs will be subject to Owner's approval.

(j) *Locks.* Owner may lock gates across its private roads, provided that Operator will have the right to place its own locks on such gates.

(k) *Maintenance.* Operator will maintain existing and newly constructed roads used by Operator to the reasonable satisfaction of Owner, which maintenance may include resurfacing, ditching, graveling, blading, mowing grass to avoid fire danger, installing and cleaning cattle guards, maintaining storm water



control devices or Best Management Practices (“BMPs”), dust control, and spraying for noxious weeds. This work will be done at such reasonable times as Owner will request. Owner will have no responsibility for road maintenance until roads are merged into Owner’s development as described in Section 5(l) of this Agreement, at which point:

(i) If the roads are dedicated to a public or quasi-public entity, road maintenance will be governed by the road maintenance agreement approved by the City in connection with the oil and gas permitting process or, if none, by Applicable Laws. Notwithstanding the foregoing, however, during any probationary or warranty period imposed by the City as a condition of acceptance of the roads, Operator will contribute to Owner a portion of the cost of warranty repairs that are required due to usage of the road. Except as provided in Section 15, Operator will not be required to contribute toward the cost of warranty repairs that arise out of other causes, such as faulty workmanship in construction of the road or acts of God. Operator’s contribution will be based upon its proportionate share of traffic upon the subject road and the load equivalency factor of vehicles utilizing the road (as determined pursuant to AASHTO procedures and standards). The share of road maintenance costs to be paid by Operator pursuant to this Section 5(k)(i) will initially be determined by a licensed Colorado traffic engineer engaged by Owner or its designee, but is subject to dispute resolution pursuant to Section 29 of this Agreement.

(ii) If the roads remain as private roads, road maintenance will be conducted and paid for as the parties may agree or, in the absence of agreement, by Owner or its designee (for example, a homeowners association), provided, however, that, except as provided herein, Operator will contribute a portion of the annual costs of road maintenance (including reserves for future road repairs and gravel resurfacing) based upon its proportionate share of traffic upon the subject road and the load equivalency factor of vehicles utilizing the road (as determined pursuant to AASHTO procedures and standards). Operator will not be responsible for paving any private roads that were initially constructed to support its operations. Owner or designee may pave any private road in use by Operator, and Owner or designee will be responsible for all costs of the initial paving and subsequent maintenance. The share of road maintenance costs to be paid by Operator pursuant to this Section 5(k)(ii) will initially be determined by a licensed Colorado traffic engineer engaged by Owner or its designee, but is subject to dispute resolution pursuant to Section 29 of this Agreement.

(l) *Improvement by Owner.* Owner will have the right, at its expense, to improve roads constructed by Operator and to integrate them into the road system that is designed for surface development of the Lands, which may entail relocation of the roadways. Owner and Operator agree that once surface development begins, the parties will consult with each other utilizing the principles stated in Section 3(b) and agree on how the roads used in the operations of the oil and gas activities will be merged into the development roads.



6. **Well Sites.** The approximate size of each OGOA is identified on the Exhibit B and reflects the estimated size reasonably necessary for Operator to conduct its intended operations, including but not limited to constructing, drilling, completion, fracturing, reworking, producing, and maintaining well sites and Equipment Areas within an OGOA. Operator may reenter any OGOA upon which a well is located in order to drill additional wells on the OGOA if necessary, in Operator's judgment reasonably exercised, to maximize the production of oil and gas from the Lands. Operator will fence all Equipment Areas in a manner to prevent livestock and persons from entering the fenced area, and at all times keep its operations in good order and free of litter, debris, trash, or spilled hydrocarbons. Compressors on OGOAs for wells within a single OGOA are permitted. Compressor stations (defined as serving multiple OGOAs) are not permitted without Owner's prior written consent.

7. **Pipelines.**

(a) *Location and Depth.* All pipelines authorized under this Agreement will be located within OGOAs or the Right-of-Way. Except as otherwise agreed during the consultation of the parties pursuant to Sections 3(a) and 3(b), outside of an Equipment Area, all pipelines will be at least forty-eight (48) inches below the surface of the ground at the date of construction and will be constructed in such a manner to safely permit Owner to construct roads and utilities over such power line in such locations as may be designated by Owner and approved in writing by Operator, such approval not to be unreasonably withheld. All trenches will be fully reclaimed and reseeded to the reasonable satisfaction of Owner. If pipeline trenches settle, Operator shall fill in, repack, and level such trenches upon request by Owner. In connection with any uses by Owner permitted by this Agreement within the Right-of-Way or peripheral portion of an OGOA, Owner agrees not to increase the depth of a pipeline to more than six (6) feet or reduce the depth to less than thirty-six (36) inches.

(b) *As-Built Survey.* Promptly after the installation of a pipeline outside of an Equipment Area, Operator, at its sole expense, will provide Owner with a survey prepared by a Colorado licensed surveyor showing the "as-built" depth and location of the pipeline(s). As-Built surveys of piping and flowlines located within an Equipment Area are not required.

(c) *Permitted Uses.* The pipelines permitted by this Agreement are limited to and include only pipelines used solely in connection with Allowable Wells. Easements for pipelines that, in whole or in part, transmit oil or gas not exclusively produced from the Lands or lands pooled therewith pursuant to the terms of an Owner OGL are subject to separate agreements between Owner and the Third Party transmission company or Third Party pipeline contractor.

(d) *Abandonment and Reclamation.* If Operator fails to use any pipeline for a period in excess of twenty-four (24) consecutive months, the pipeline will be deemed abandoned. Upon the abandonment or other permanent cessation of use of a pipeline, Operator will reclaim the affected portions of the OGOA in accordance with the provisions of Section 14 of this Agreement.



8. **Power Lines.** Any power lines constructed by Operator on the OGOAs or Right-of-Way will be constructed and maintained to the following specifications:

(a) *Location.* Operator will cause power lines serving an OGOA to be constructed within the Right of Way identified and approved pursuant to Sections 3(a) and 3(b) of this Agreement. If alternative locations become necessary, Operator will consult with Owner and with the independent power company supplying power to Operator with respect to such alternative locations of such power lines prior to construction, and will obtain Owner's written consent for such alternative locations, which consent will not be unreasonably withheld.

(b) *Underground.* To the extent permitted by Applicable Laws, power lines serving an OGOA may initially be installed above ground. Within two (2) months after a well has been placed in production, all power lines constructed by or for Operator downstream of the independent power company's meters will be buried, and all power line trenches will be fully reclaimed and reseeded to the reasonable satisfaction of Owner. Except as otherwise agreed during the consultation of the parties pursuant to Sections 3(a) and 3(b), buried power lines outside of an Equipment Area will be installed at least thirty-six (36) inches below the surface of the ground and will be constructed in such a manner to safely permit Owner to construct roads and utilities over such power line in such locations as may be designated by Owner and approved in writing by Operator, such approval not to be unreasonably withheld.

(c) *Grant of Easement.* Owner hereby grants permission for any local electric company to raise, move, and/or install utility lines within the Right-of-Way when requested by Operator in connection with any OGOA. Owner will execute utility easements with such local electric company as necessary to comply with this provision. Should Owner desire to modify the form of agreement provided by the electric company, Owner will negotiate in good faith directly with the electric company.

9. **Operations.** Operator's operations on the OGOAs and Right-of-Way will be conducted according to the following specifications:

(a) *Maintenance.* Operator will at all times keep OGOAs and Right-of-Way safe and in good order, free of noxious weeds, litter and debris, and will spray for noxious weeds upon reasonable demand by Owner or as required by Applicable Laws.

(b) *Cattle Guards and Fences.* All cattle guards and fences installed by Operator will be kept clean and in good repair and will become the property of Owner when Operator ceases ownership of its Owner OGL covering that portion of the Lands.



(c) *Hazardous Materials.* Operator will implement best management practices to avoid the spill, release or discharge of any pollutants, contaminants, chemicals, solid wastes, or industrial, toxic or hazardous substances or wastes on the Lands. Any such spill, release or discharge, including of oil, gas, grease or solvents, that occurs on the Lands will promptly be remediated in compliance with Applicable Laws. Any spill of oil, grease, solvents, chemicals, or hazardous substances on the Lands that are reportable to regulatory authorities under applicable law or regulations will be promptly reported to Owner by telephone, fax, or e-mail.

(d) *Vegetation.* Operator will remove only the minimum amount of vegetation necessary for the construction of roads, well locations, and other facilities. Topsoil will be conserved during excavation, stockpiled and reused as cover on disturbed areas to facilitate regrowth of vegetation.

(e) *Surface Facilities.* All surface facilities not subject to safety requirements will require Owner's consent and will be painted the Operator's colors, otherwise designed to blend with the natural color of the landscape.

(f) *Living Quarters.* No living quarters will be constructed upon the Lands, except that drilling crews and geologists or service personnel may use temporary living quarters during drilling, completion, or reworking activities.

(g) *Fencing.* Operator will not fence any access roads or Right-of-Way without the prior consent of Owner, which will not be unreasonably withheld. Notwithstanding the above, fences that have been identified on permit documents during the Notification and Consultation Process specified in Paragraph 3 do not require consent. Fencing constructed by Operator within an OGOA will comply with Applicable Laws as of the date that the fence is constructed, but, as development occurs upon the Lands within the vicinity of the OGOA, will be upgraded by Operator to meet the requirements imposed by Applicable Laws for the then-current level of development. The materials and design of fencing will be subject to approval by Owner, which will not be unreasonably withheld.

(h) *Gates.* Operator and its employees, agents, and contractors will leave all gates located on the Lands as they found them; gates found closed are to be closed; gates found open are to be left open. Gates installed exclusively for access to OGOAs will be kept closed and locked at all times, except during periods of continuous operations within the OGOA.

(i) *Firearms, Recreational Activities, Animals.* None of Operator's employees, agents, or contractors, or any other person under the direction or control of Operator will be permitted to carry firearms or any other weapon on the Lands, and such persons will not hunt, fish, or engage in recreational activities on the Lands. No dogs will be permitted on the Lands at any time. Operator will notify all of its contractors, agents, and employees that no dogs, firearms, weapons, hunt-



ing, fishing, or recreational activities will be allowed on the Lands. Notwithstanding the foregoing, this provision does not apply to law enforcement units or personnel, whether on or off duty, who may serve as security contractors for Operator. None of Operator's employees, agents, or contractors, or any other persons under the direction or control of Operator, will possess or be under the influence of alcohol or drugs that are illegal under federal law while on the Lands.

(j) *Compliance With Law.* Operator will conduct operations and activities on the Lands in accordance with, and will strictly comply with all Applicable Laws. Operator will also obtain any permit, consent, license, or other authorization required by law or by any governmental authority having jurisdiction.

(k) *Fire.* Operator will take all reasonable steps to prevent fire and to promptly extinguish fire caused by its operations. Operator will fully and promptly compensate Owner for all damages caused by fire arising out of Operator's operations, including, without limitation, any charges incurred by Owner for fire suppression and the replacement of fences and other property damaged or destroyed by fire.

(l) *Dust.* Operator will conduct dust suppression in such areas and at such times as Owner reasonably requests or as required by Applicable Laws.

(m) *Landscaping.* Operator will comply with the City's landscaping requirements and provisions of the applicable City oil and gas permit, provided, however, that Operator will request (and Owner will support) the deferral of landscaping requirements until such time as lots are platted upon the Lands within three hundred fifty (350') feet of the subject Equipment Area within an OGOA (the "Platting Trigger") or the maximum period allowed by the City, whichever is shorter. The 350' Platting Trigger is independent of any distance requirement imposed by the City, and is intended to provide Operator with flexibility in addressing landscaping requirements imposed by the City, to the extent permitted by the City. Until a permanent irrigation water supply is present, landscaping will be xeriscaped so as to minimize the requirements for water or intensive maintenance. Operator will be responsible for maintaining such landscaping until the Platting Trigger occurs for an OGOA, at which time: (i) Operator will bring the landscaping for the subject OGOA into compliance with the standards imposed by Applicable Laws for the then-current level of development; (ii) Owner will accept maintenance responsibility for the landscaping associated with the OGOA; and (iii) Owner will have the right, but not the obligation, to intensify or upgrade the landscaping for the OGOA within the landscaped area established by Operator and to install an irrigation system for the landscaped area (which improvements will be considered to be and will be governed by the provisions of this Agreement applicable to Permitted OGOA Improvements pursuant to Section 3(m)).



(n) *Noise Mitigation.* Unless stricter standards are imposed by an applicable Noise Mitigation Plan as provided below, drilling and completion operations that occur within an OGOA must comply with the Commission noise standards set out in Rule 802.b, as it may hereafter be amended, but may not exceed the levels specified in Rule 802.b as it is in effect as of the execution date of this Agreement. During oil and gas production, the noise generated by the facility may not exceed the Commission noise standards set out in Rule 802.b, as it may hereafter be amended, but may not exceed the levels specified in Rule 802.b as it is in effect as of the execution date of this Agreement. Measurements protocols shall be governed by Commission Rule 802.c, as it may hereafter be amended. The noise levels described in this paragraph are referred to herein as the “Noise Standard.”

Pursuant to Sections 3(a) and 3(b), the Operator will provide a Noise Mitigation Plan (the “NMP”) prescribing noise limits or mitigation procedures to be followed while conducting its operations within a specified OGOA(s). Operator will consult with Owner on the NMP and if necessary, revise the plan to accommodate the current adjacent land use, or to address changes in mitigation measures that will be necessary to accommodate foreseeable future land uses if and as they occur, to ensure compliance with the Noise Standard. Subject to compliance with the Noise Standard, specific mitigation measures in the NMP will be selected at the Operator’s sole discretion. If Owner desires Operator to revise the NMP to accommodate specific or additional noise mitigation measures to reduce noise levels below the Noise Standard (the “Suggested Revisions”), Operator will evaluate such requests and will make commercially reasonable efforts to accommodate the Suggested Revisions to the extent that the Suggested Revisions are technologically sound and reasonably available to Operator. In the event that Operator reasonably estimates any Suggested Revisions to have an increased cost over and above the cost of the Operator’s initial NMP Operator will afford Owner a reasonable opportunity to pay increased costs in a manner consistent with the payment of re-location costs pursuant to Section 3(k), or withdraw the request.

(o) *Flaring.* Except during initial flowback of a well, or during upset or emergency conditions, Operator will not utilize direct venting or open flaring for the purpose of removing natural gas or other vapors.

(p) *Closed-Loop.* Drilling operations will utilize a closed-loop or “pit-less” drilling fluid system

(q) *Produced Water.* With respect to any water produced from wells drilled on the OGOAs in connection with the production of oil, gas, or other hydrocarbons, Operator agrees to remove the same from the Lands and properly dispose of such produced water off the Lands. Operator will not construct evaporation pits for produced water. Class II injection wells will not be permitted within the OGOAs for liquid waste disposal.



(r) *Storage.* The OGOAs and Right-of-Way will not be used for storage of construction materials, equipment or other personal property except as may be incidental to Operator's on-going operations.

10. **Limitation on Rights.** The OGOAs and Right-of-Way may not be used in connection with operations on premises other than the Lands and lands pooled therewith for Operator's oil and gas operations without Owner's written consent. Operator shall not occupy or utilize the surface of the Lands outside of the OGOAs and Right-of-Way except in the event of an emergency or with Owner's prior written consent, which may be withheld at Owner's sole discretion.

11. **[Intentionally omitted]**

12. **Seismic Operations.** Seismic operations on the Lands are specifically permitted provided Operator tenders Owner five dollars (\$5.00) per acre comprising the Lands and that such operations are completed before the date that Construction Drawings are submitted for those portions of the Lands upon which seismic operations are to be conducted. As used in this Section, "Construction Drawings" means plans and specifications submitted to the City for approval prior to the commencement of on-site development activities.

13. **Extraordinary Damages.** The compensation provided for herein is acknowledged by Owner as sufficient and in full satisfaction for damages and use of the Lands caused or created by the reasonable and customary entry, rights-of-way, and operation and use of OGOAs and Right-of-Way, but does not include damage to livestock, buildings, or improvements, or injuries to persons. This Agreement does not relieve Operator from liability due to Operator's negligence or due to spills or discharges of any hydrocarbon or toxic substance or hazardous chemicals or wastes, or from leaks or breaks in Operator's pipelines. Damage to or loss of livestock will be paid for by Operator at market value or replacement cost.

14. **Reclamation and Reseeding.**

(a) *Compliance With Laws.* Portions of the Lands disturbed by Operator's activities pursuant to this Agreement will be reclaimed on an interim and final basis in compliance with Commission Rules 1003 and 1004, other Applicable Laws, this Agreement and the Minimum Standards. Except as expressly provided herein, nothing in this Agreement will be deemed to waive or relieve Operator from the obligation of complying with such rules, laws and standards. If Commission Rules contain different time limits for the performance of reclamation work on different categories of real property, the shortest time limit will be deemed to be applicable to the Lands.

(b) *Restoration.* Unless Owner otherwise agrees in writing, within the times provided in applicable Commission Rules in connection with Operator's operations on any OGOA or the Right-of-Way, Operator will comply with the following provisions:

(i) Operator will perform interim reclamation in accordance with Commission Rule 1003. Operator will use its best efforts to complete interim reclamation



within the time limits prescribed by such rule, without requesting an extension thereof unless a delay is caused by conditions outside of the control of Operator.

(ii) Upon the plugging and abandonment of a well, Operator will fully restore and level the surface of the Lands affected by such terminated operations as near as possible to the contours that existed prior to such operations (except as provided in Section 14(b)(iii) below). Operator will use water bars and other measures as appropriate to prevent erosion and non-point source pollution. Unless Owner, in its sole discretion, consents to the abandonment of such facilities in place, pipelines and underground utilities appurtenant to the well will be removed and the surface restored. Unless a shorter time is prescribed by Commission Rules, Operator will use its best efforts to complete its work under this subsection within one year after the final plugging and abandonment of the last well within an OGOA, without requesting an extension thereof unless a delay is caused by conditions outside of the control of the Operator.

(iii) In lieu of restoration pursuant to Section 14(b)(ii), Owner, in its sole discretion, may: (A) direct Operator in writing not to reclaim specific areas, such as roads or utilities, that Owner desires to utilize for its future use of the Lands; or (B) to the extent permitted by Applicable Laws, require Operator to pay Operator's estimated costs of reclamation work as required by Applicable Laws or this Agreement to Owner and, in such event, Owner will conduct restoration work and Operator will be relieved of any obligation in connection therewith except as provided herein and Owner will execute a written release of Operator to that effect. To the extent required for the operation of this Section 14(b)(iii), Operator may seek an exemption from Commission Rule 1004 pursuant to the provisions of Rule 1001.c. Any reclamation work performed by Owner pursuant to this Section 14(b)(iii) will comply with or exceed the minimum reclamation standards imposed by Commission Rules. Notwithstanding any other provision of this Section, however, the performance of reclamation work by Owner pursuant to Section 14(b)(iii) will not relieve Operator of its environmental indemnity under Section 16 below.

(c) *Revegetation.* Unless otherwise agreed by Owner, all areas disturbed by Operator's activities will be reseeded with suitable grasses or crops approved by Owner (not to be unreasonably withheld if Operator's selection complies with rules of the Commission). In the absence of direction from Owner, no reseeded (except for borrow pits) will be required on any access roads existing as of the date of this Agreement or roads designated by Owner for retention pursuant to Section 14(b)(iii). It will be the duty of Operator to ensure that a growing ground cover is established upon disturbed soils and Operator will reseed as necessary to fulfill that obligation. If Owner so requests, Operator will construct and remove fences for the purpose of temporarily excluding livestock from newly seeded areas.

(d) *Weed Control.* It will further be the duty of Operator to inspect and control all noxious weeds as may become established within areas used or disturbed by Operator. Operator will inspect disturbed areas from time to time and as Owner will reasonably request in order to determine the growth of ground cover and/or noxious weeds. Operator



will reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder. Operator recognizes that this will be a continuing obligation during the duration of this Agreement and Operator will reseed ground cover and/or control noxious weeds until areas disturbed by Operator are returned to as near a condition as existed prior to construction.

15. **Indemnification.** No party to this Agreement will be liable for, or be required to pay for, consequential, punitive or exemplary, incidental or indirect damages to any other party to this Agreement for activities undertaken within the scope of this Agreement.

Except as to claims arising out of pollution or environmental damage (which claims are governed by Section 16 below) or out of other provisions of this Agreement (which claims will be governed by the terms of this Agreement), each party will be and remain responsible for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each such party's ownership or operations or activities on the Lands, no matter when asserted, subject to applicable statutes of limitation. Each such party will release, defend, indemnify and hold the other parties, their officers, directors, employees, agents and contractors, successors and assigns, harmless against all such Claims. This provision does not, and will not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein. Notwithstanding anything in this Agreement to the contrary, Operator will compensate Owner for any damage, loss, or claim which Owner sustains because Operator did not act as a reasonable and prudent operator. The liability under this Section of the entities comprising Owner will be several, and not joint or joint and several.

Upon the assignment or conveyance of a party's interest in any portion of the Lands, that party will be released from its indemnification provided above for such assigned or conveyed Lands, for all actions or occurrences happening after such assignment or conveyance.

16. **Environmental Indemnity.** The provisions of Section 15 above, except for the first paragraph thereof, will not apply to any environmental matters, which will be governed exclusively by the following:

"Environmental Claims" will mean all claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims will not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a claim by a governmental body or other third party;

"Environmental Laws" will mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards



with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et seq.), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629); and

Operator will protect, indemnify, and hold harmless Owner from any Environmental Claims relating to the Lands or the Owner OGL(s) that arise out of Operator's ownership and operation on the Lands and its ownership and operation of any pipeline easement or right-of-way on the Lands. Owner will fully protect, defend, indemnify and hold harmless Operator from any and all Environmental Claims relating to the Lands that arise out of Owner's operations on the Lands. This indemnity specifically covers the completion or fracturing or refracturing of any well drilled by Lessee on the leased premises or lands pooled or unitized therewith.

**17. Exclusion From Indemnities.** The indemnities of the parties herein will not cover or include any amounts which the indemnified party is actually reimbursed by any third party, net of reasonable attorneys fees and costs incurred by the indemnified party in recovering such amounts. The indemnities in this Agreement will not relieve any party from any obligations to Third Parties.

**18. Designated Contact Person; Notice.** Operator and Owner will each from time to time designate an individual (the "Designated Representative"), with appropriate 24-hour telephone and fax numbers, who is to be the primary contact person for discussions and decisions concerning matters related to this Agreement. Current contact information for each party's Designated Representative is as follows:

Owner:	Alpert Corporation 3033 East 1st Avenue, Suite 725 Denver, CO 80206 Attn: Mark Nickless Telephone: (303) 773-3400 Facsimile: (303) 694-6445
Operator:	Burlington Resources Oil & Gas Company LP Attention: Manager, Real Property Administration P. O. Box 7500 Bartlesville, OK 74004-7500 Telephone: 303-268-3711 Facsimile: 303-268-3729

24-hour Emergency Number: 855-595-8258

Except as specifically permitted by this Agreement, any notice required or permitted by this Agreement must be given to the recipient's Designated Representative, in writing and will be effective, as applicable: if notice is personally delivered, upon the date of personal delivery; if sent by facsimile, upon the date of transmission as evidenced by the sender's facsimile records showing error



free transmission; if delivered by nationally recognized overnight carrier, one business day after the timely deposit of the notice with such carrier, next business day delivery fee pre-paid; if sent by United States mail, certified mail return receipt requested, three business days after the notice is deposited, postage pre-paid. Additionally, a copy of any notice given to Owner must also be given by overnight delivery or certified mail, return receipt requested, to:

Cooper Investments  
3515 South Tamarac Drive, Suite 300  
Denver CO 80237  
Attn: Marc L. Cooper

and to:

EH 2002 LLC  
250 Pilot Road, Suite 140  
Las Vegas, NV 89119  
Attn: Robert M. Evans, Senior Vice President

Additionally, a copy of any notice given to Operator must also be given by overnight delivery or certified mail, return receipt requested, to:

ConocoPhillips Company  
Surface Land Department  
34501 E. Quincy Ave  
Watkins, Co 80137  
Attn: Supervisor

Any recipient may change the contact information for notices by giving notice to the other parties pursuant to this Section.

**19. Assignment.** This Agreement runs with the Lands and, with Owner's prior written consent, will be assigned by Operator in connection with an assignment of all of Operator's oil and gas leasehold rights under any Owner OGL or the designation of operatorship for any well(s) or Owner OGL to a Third Party. Owner's consent to an assignment will not be withheld if: (i) a reasonable business person would conclude that the proposed assignee has the financial strength and technical ability to perform the obligations of Operator under this Agreement and to discharge any liabilities assumed in connection with the assignment; and (ii) the proposed assignee has satisfied the requirements of Sections 21(d) and 22(b) applicable to an assignee. No assignment or designation will be effective unless and until the assignee or designee has executed an instrument expressly agreeing to assume all of Operator's obligations under this Agreement, the subject Owner OGL, and the UCCA.

**20. Enforcement Costs.** If either party defaults under this Agreement, the defaulting party will pay all costs and expenses, including a reasonable attorney's fee, incurred by the non-defaulting party in enforcing this Agreement, with or without litigation.



**21. Insurance.** Operator will maintain during the term of this Agreement:

(a) *Workmen's Comp.* Insurance which will comply with all applicable Workers' Compensation and Occupational Disease Laws and which will cover all of the Operator's employees performing any work or activities as to the Property.

(b) *Liability.* Commercial General Liability Insurance, including contractual liability coverage as well as sudden and accidental pollution liability coverage, with a combined bodily injury and property damage limit of at least \$5,000,000 per occurrence.

(c) *Environmental.* Environmental Impairment Liability Insurance with a limit of at least \$5,000,000 per occurrence. Operator will ensure that it and its contractors' insurers waive all rights of recovery or subrogation against Owner, its parent, subsidiaries, affiliates, agents, directors, officers, employees, servants, co-lessees or co-venturers. As to such liability insurance, Owner will be named as an additional insured to the extent of Operator's liabilities and obligations hereunder that are covered by such Liability insurance. Such liability insurance of Operator will be written on customary policy forms and by insurance companies with ratings of no less than A- VII or better. Upon request, Operator will endeavor to furnish Owner with certificates of insurance evidencing compliance with this provision. All such certificates must be signed by authorized representatives of the insurance companies and provide for not less than ten (10) days prior written notice to Owner in the event of cancellation affecting Owner's interest. Neither failure to comply, nor full compliance with the insurance provisions of this Agreement, will limit or relieve Operator from its indemnity obligations in accordance with this Agreement. Operator agrees to maintain all such liability insurance in accordance with the terms of this Section 23 until the termination of this Agreement.

(d) *Self-Insurance.* Notwithstanding the above, Operator may elect to self-insure all or any part of its insurance requirements to the extent allowed by applicable law. Upon request, Operator will provide Owner with a letter of self-insurance. The Operator's contractual obligations are in no way diminished by the submittal of such self-insurance letter with respect to the liabilities assumed by the Operator in this Agreement. In the event of an assignment or transfer of this Agreement, as a condition precedent to the effectiveness of such assignment, the assignee or transferee will be required to provide insurance coverage that is reasonably acceptable to Owner before Owner will be required to consent to such assignment.



**22. Bond.**

(a) *Compliance with Laws.* Operator agrees to promptly purchase and post any and all bonds, supplemental bonds, or other security which may be required of it pursuant to Applicable Laws.

(b) *Well Abandonment Bond.* Except as provided herein, Operator will deliver to Owner a plugging and abandonment bond in the amount of \$100,000 per well to secure Operator's obligations to plug, abandon, and restore the well and well site in accordance with Applicable Laws and the Applicable Agreements, issued by an insurance company, surety, or other financial institution with a rating of A-VII or better. Operator will maintain this additional bond in full force and effect, at Operator's sole cost and expense, until the applicable well and well site have been permanently plugged, abandoned, and restored, all in accordance with Applicable Laws and the Applicable Agreements, and the Applicable Agency has accepted the notice of the plugging and abandonment of such well without requesting further action by Operator. Operator's intention not to renew, or its failure to maintain, the additional bond in force will entitle Owner to full payment of the face amount of the bond. The requirements of this Section 22(b) will run to the benefit of and be personal to the Owner signatories to this Agreement below, their affiliates and a metropolitan district that may succeed to ownership of portions of the OGOAs, but not to any other successors and assigns. The requirements of this Section 22(b) will not apply so long as BROG or any of its affiliates is the Operator under this Agreement.

(c) *Review.* Review will occur every two (2) years from the effective date of this Agreement or upon request of Owner if the parties have failed to meet during any biennial period, the parties will meet to discuss whether the bond amounts stated in this Section 23 should be adjusted and, as appropriate, adjust such bond amounts to reflect then current economic conditions and industry practices.

**23. As is/Where is.** Operator acknowledges that Owner makes no representation or warranty regarding title to the Lands or any conditions existing thereon or any natural and manmade hazards on the Lands. Operator assumes the risk of all such conditions and hazards, as is, where is.

**24. Conflicts.** In the event of any conflict between this Agreement and any Owner OGL that covers the Lands, the terms and provisions of this Agreement will control.

**25. Binding Effect.** This Agreement is binding upon and will inure to the benefit of the successors and assigns of the parties.

**26. Governing Law.** This Agreement will be construed under the laws of the State of Colorado.

**27. Recording & Covenant.** This Agreement will be recorded in the real property records of Arapahoe County, Colorado and will supersede and replace the Memorandum. This Agreement constitutes a covenant running with title to the Lands as a burden thereon, for benefit of the parties,



and enforceable by the parties and their successors and assigns. The parties will not record the UCCA, the terms of which will remain confidential as between the parties.

**28. Injunctive Relief.** Each party agrees that if this Agreement is breached, or if a breach hereof is threatened, without limiting any other remedy available at law or in equity, an injunction, restraining order, specific performance and other forms of equitable relief will be available to non-breaching party. The parties acknowledge and agree that in the event of a breach of this Agreement, that any remedy at law may be inadequate and that the non-breaching party would suffer immediate and irreparable injury, loss and damage; and, to the fullest extent not prohibited by applicable law, any action brought for such relief may be brought by the non-breaching party in accordance with the applicable rules of civil procedure. Any such relief or remedy will not be exclusive, but will be in addition to all remedies available at law or in equity.

**29. Dispute Resolution.**

(a) *Dispute Resolution.* In the event of any dispute, disagreement or controversy arising out of, relating to or connected with this Agreement or the Owner OGL(s), including but not limited to the Claims, the Environmental Claims, claims for compensation or damages, the location of any well, surface sites or facilities, access roads, power lines and pipelines, the parties will use reasonable, good faith efforts to settle such dispute or claim through negotiations with each other. If such negotiations fail to produce a mutually acceptable resolution to the matter in dispute, the parties will submit the same to non-binding mediation before a sole mediator. The mediation will be conducted by the Judicial Arbiter Group, Inc., 1601 Blake St, Suite 400, Denver, CO 80202 ("JAG"). The matter in dispute will be submitted to mediation within fifteen (15) days of a written demand for mediation from one Party to the other. If the mediation is not successful, the matter in dispute will be submitted for final and binding arbitration by the same mediator to be held no later than thirty (30) days after the conclusion of the mediation, as signified by a written notice from the mediator that mediation has terminated. Within five (5) days of the date of the mediator's notice, any party desiring arbitration will concisely state the matter(s) in dispute, the position of the Party with respect to such matter(s) and the Party's proposed resolution of the same.

(b) *Record of Agreement.* During any negotiations conducted pursuant to this Agreement, the parties will keep and maintain a record of all issues upon which agreement has been reached. To narrow and focus the issues that may need to be resolved in an arbitration proceeding, each of the submittals by the parties will include all points that have been agreed to by the parties during their negotiations.

(c) *Arbitration.* Any arbitration proceeding will be conducted in accordance with the Uniform Arbitration Act found at C.R.S. §13-22-201 *et seq.* (or a successor statute). The purpose of the arbitrator's role is to produce a final decision of any matter submitted for arbitration to which the parties



herein agree to be bound. The place of arbitration will be at the offices of JAG in Denver, Colorado.

(d) *Arbitrator.* The JAG mediator/arbitrator will, ideally, be possessed of demonstrated experience in matters pertaining to the law of oil and gas development, and, at a minimum, Colorado law of real property governing the use and enjoyment of surface and subsurface estates. If the parties cannot reach agreement on the choice of JAG mediator/arbitrator within ten (10) days of the original demand for arbitration (or such other time as may be agreed to by the parties), they will abide by the assignment of JAG mediator/arbitrator made by the JAG Administrator.

(e) *Arbitration Standard.* In rendering an award, the arbitrator will consider the principles of mutual accommodation stated in Section 3(b) and in Colorado law.

(f) *Jurisdiction.* For any matter requiring judicial resolution in connection with the arbitration, including the enforcement of any award, enforcement of this agreement to arbitrate, or injunctive relief to preserve the status quo pending arbitration, the parties agree to the exclusive jurisdiction of the State District Court of the City and County of Denver, Colorado.

(g) *Fees and Costs.* The parties will share equally in the cost of retaining the services of JAG for any mediation or arbitration conducted hereunder and each will be solely responsible for its own costs and expenses of preparing for and pursuing any mediation or arbitration, and for converting any arbitration award into a judgment; provided, however, the arbitrator will have the power to award attorneys' and experts' fees to the prevailing party in his or her discretion.

**30. Objection to Surface Development.** Provided that an application for development of the Lands is consistent with this Agreement:

(a) Operator agrees that it will not file an objection to an application for development pursuant to the Colorado Surface Development Notification Act, §24-65.5-101, *et seq.* COLO REV STAT.

(b) Operator further agrees that it will not object to, oppose, or seek to prevent Owner from obtaining any required permits to develop the Lands for such residential, commercial, industrial and other uses of any kind as Owner determines from time to time, or to development of the Lands pursuant to such permits, subject to Operator's rights under this Agreement.



(c) Owner agrees that it will not object to, oppose, or seek to prevent Operator from obtaining any required permits for oil and gas drilling, completion, operations, production and maintenance by Operator, or to development of oil and gas resources pursuant to such permits, subject to Owner's rights under this Agreement.

(d) Each of Operator and Owner agree to execute and deliver letters of support of and non-objection to such development by the other party as may reasonably be requested by such other party from time to time.

31. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which will be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instrument.

32. **Exhibits.** The Exhibits referred to in this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.

33. **References.** References made in this Agreement, including use of a pronoun, will be deemed to include where applicable, masculine, feminine, singular or plural, individuals or entities. The word "including" will mean "including, without limitation." References herein to (or the incorporation by reference of) rules of the Commission; codes, rules and regulations of the City; or other applicable law will not give rise to a private contractual cause of action by Owner against Operator unless Owner or its interest in the Lands (including the future development potential of the Lands) is directly affected by an alleged violation of such rules, codes, regulations or other applicable law.

34. **Merger of Prior Agreements.** This Agreement, the Owner OGLs and the UCCA contain the sole and entire agreement and understanding of Owner and Operator with respect to the matters addressed in this Agreement and shall supersede all prior agreements between Owner and Operator with respect to the matters covered herein, including without limitation the Original Agreement and the Memorandum.

35. **Term.** This Agreement will continue until the termination of the Owner OGLs covering the Lands, and for a period of one (1) year following termination of Owner OGLs at which time this Agreement will terminate. All of Operator's obligations and liabilities under this Agreement will survive the termination of this Agreement.

36. **Relationship of the Parties.** Nothing in this Agreement will be construed to create a partnership, joint venture, agency or similar relationship between the parties, and neither party shall have the power to bind the other except as expressly stated in this Agreement.



[Signature Page – Amended and Restated Surface Use and Damage Agreement]

DATED as of the year and date first above written.

**OPERATOR:**

**Burlington Resources Oil & Gas Company LP**  
**By: BROG GP LLC, its sole general partner**

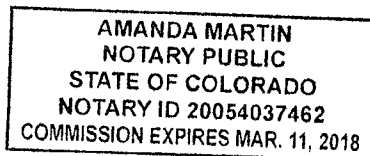
By: *J.D. Adkins*  
Name: J.D. Adkins  
Title: Attorney-In-Fact

STATE OF Colorado §  
COUNTY OF Arapahoe §

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2017 by J.D. Adkins, Attorney-in-Fact for BROG GP LLC, sole general partner of Burlington Resources Oil & Gas Company LP, a Delaware limited partnership.

My Commission expires: 3/11/18

*A. Martin*  
Notary Public

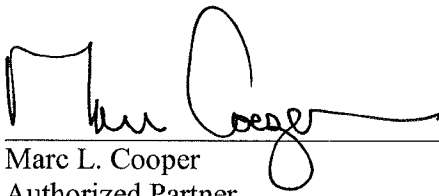





[Signature Page – Amended and Restated Surface Use and Damage Agreement cont'd.]

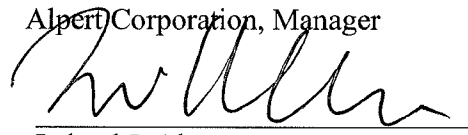
**OWNER:**

**CHERRY CREEK VISTA HOLDING PARTNERSHIP, LLP**, a Colorado limited liability partnership

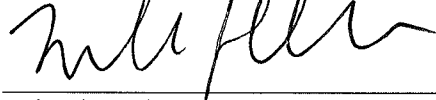
By:   
Name: Marc L. Cooper  
Title: Authorized Partner

By:   
Name: Shawn J. Cooper  
Title: Authorized Partner

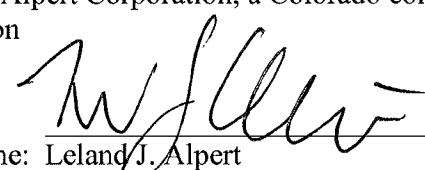
**ALPERT VILLAGE 1, LLC**, a Colorado limited liability company

By: Alpert Corporation, Manager  
  
Name: Leland J. Alpert  
Title: President

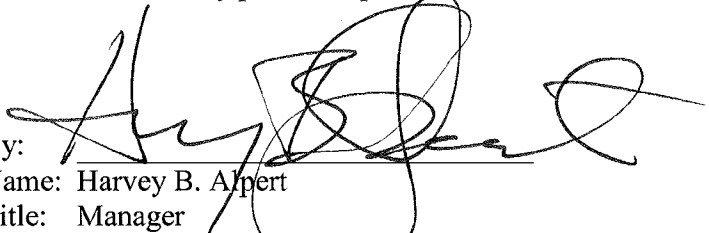
**ALPERT CORPORATION**, a Colorado corporation

By:   
Name: Leland J. Alpert  
Title: Manager

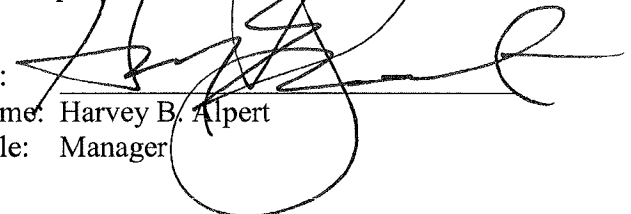
**EASTERN HILLS, LLC**, a Colorado limited liability company

By: Alpert Corporation, a Colorado corporation  
  
Name: Leland J. Alpert  
Title: President

**COAL CREEK RESERVE, LLP**, a Colorado limited liability partnership

By:   
Name: Harvey B. Alpert  
Title: Manager

**YALE/MC LLC**, a Colorado limited liability company

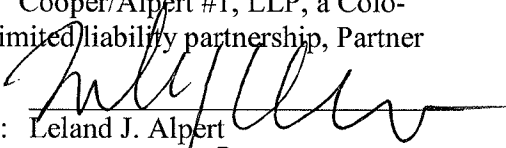
By:   
Name: Harvey B. Alpert  
Title: Manager

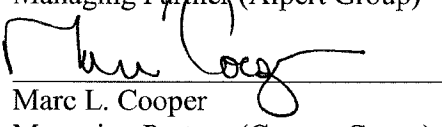


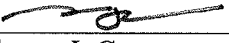
[Signature Page – Amended and Restated Surface Use and Damage Agreement cont'd.]

**ACJ PARTNERSHIP**, a Colorado partnership


By: Cooper/Alpert #1, LLP, a Colorado limited liability partnership, Partner

By:   
Name: Leland J. Alpert  
Title: Managing Partner (Alpert Group)

By:   
Name: Marc L. Cooper  
Title: Managing Partner (Cooper Group)

By:   
Name: Shawn J. Cooper  
Title: Managing Partner (Cooper Group)

**COOPER/ALPERT #3, LLP**, a Colorado limited liability partnership

By:   
Name: Leland J. Alpert  
Title: Managing Partner (Alpert Group)

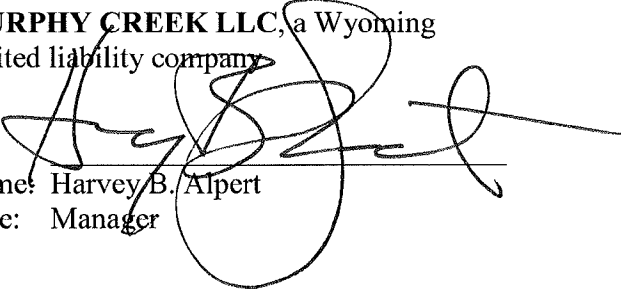
By:   
Name: Marc L. Cooper  
Title: Managing Partner (Cooper Group)

By:   
Name: Shawn J. Cooper  
Title: Managing Partner (Cooper Group)

**HARVEST INVESTORS, LLC**, a Colorado limited liability company

By:   
Name: Harvey B. Alpert  
Title: Manager

**MURPHY CREEK LLC**, a Wyoming limited liability company

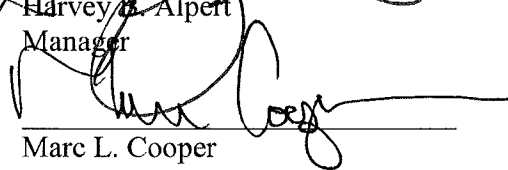
By:   
Name: Harvey B. Alpert  
Title: Manager

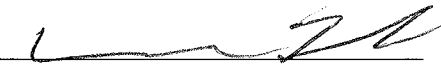


[Signature Page – Amended and Restated Surface Use and Damage Agreement cont'd.]

**HARVEST & JEWELL, LLC**, a Colorado limited liability company

By:   
Name: Harvey B. Alpert  
Title: Manager

By:   
Name: Marc L. Cooper  
Title: Manager

By:   
Name: Richard Frank  
Title: Manager

**EH 2002 LLC**, a Colorado limited liability partnership

By: \_\_\_\_\_  
Name: Richard M. Evans  
Title: Senior Vice President



[Signature Page – Amended and Restated Surface Use and Damage Agreement cont'd.]


**HARVEST & JEWELL, LLC**, a Colorado limited liability company

By: \_\_\_\_\_  
Name: Harvey B. Alpert  
Title: Manager

By: \_\_\_\_\_  
Name: Marc L. Cooper  
Title: Manager

By: \_\_\_\_\_  
Name: Richard Frank  
Title: Manager

**EH 2002 LLC**, a Colorado limited liability partnership

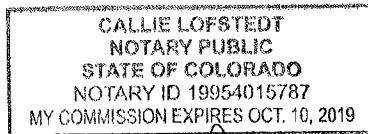
By:   
Name: Robert M. Evans  
Title: Senior Vice President



STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of JANUARY, 2017 by Marc L. Cooper, as Authorized Partner of Cherry Creek Vista Holding Partnership, LLP, a Colorado limited liability company.

My Commission expires: 10/10/19

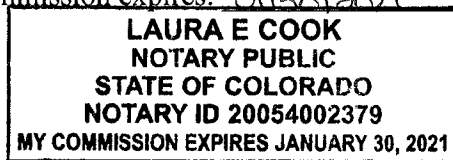


Callie Lofstedt  
Notary Public

STATE OF Colorado §  
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 17 day of January, 2017 by Shawn J. Cooper, as Authorized Partner of Cherry Creek Vista Holding Partnership, LLP a Colorado limited liability company.

My Commission expires: 01/30/2021



Laura E. Cook  
Notary Public

STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of JANUARY, 2017 by Leland J. Alpert, as President of Alpert Corporation, a Colorado corporation, as manager of Eastern Hills, LLC a Colorado limited liability company.

My Commission expires: 10/01/2020



Amanda M. Groneman  
Notary Public

STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of JANUARY, 2017 by Leland J. Alpert, as President of Alpert Corporation, a Colorado corporation, as manager of Alpert Village 1, LLC a Colorado limited liability company.

My Commission expires: 10/01/2020



Amanda M. Groneman  
Notary Public



STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of JANUARY 2017 by Leland J. Alpert, as Managing Partner (Alpert Group) of Cooper/Alpert #1, LLP a Colorado limited liability partnership, as a partner of ACJ Partnership a Colorado general partnership.

My Commission expires: 10/01/2020

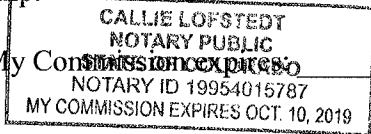


Amanda M. Groneman  
Notary Public

STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of JANUARY 2017 by Marc L. Cooper, as Managing Partner (Cooper Group) of Cooper/Alpert #1, LLP a Colorado limited liability partnership, as a partner of ACJ Partnership a Colorado general partnership.

My Commission expires: 10/10/19

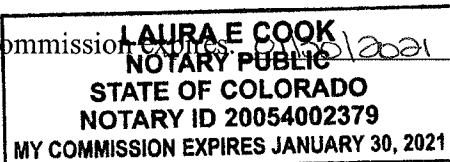


Callie Lofstedt  
Notary Public

STATE OF Colorado §  
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 17 day of January 2017 by Shawn J. Cooper, as Managing Partner (Cooper Group) of Cooper/Alpert #1, LLP a Colorado limited liability partnership, as a partner of ACJ Partnership a Colorado general partnership.

My Commission expires: 01/30/2021



Laura E. Cook  
Notary Public

STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of JANUARY, 2017 by Harvey B. Alpert, as Managing Partner of Coal Creek Reserve, LLP a Colorado limited liability partnership.

My Commission expires: 10/01/2020



Amanda M. Groneman  
Notary Public



STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of JANUARY, 2017 by Harvey B. Alpert, as Manager of Murphy Creek LLC a Wyoming limited liability company.

My Commission expires: 10/01/2020

Amanda M. Groneman  
Notary Public



STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of JANUARY, 2017 by Harvey B. Alpert, as Manager of Yale/MC LLC a Colorado limited liability company.

My Commission expires: 10/01/2020

Amanda M. Groneman  
Notary Public



STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of JANUARY, 2017 by Leland J. Alpert, as President of Alpert Corporation a Colorado corporation.

My Commission expires: 10/01/2020

Amanda M. Groneman  
Notary Public



STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of JANUARY, 2017 by Harvey B. Alpert, as Manager of Harvest Investors LLC a Colorado limited liability company.

My Commission expires: 10/01/2020

Amanda M. Groneman  
Notary Public





STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of JANUARY, 2017 by Leland J. Alpert, as Authorized Partner (Alpert Group) of Cooper/Alpert #3, LLP a Colorado limited liability partnership.

My Commission expires: 10/01/2020

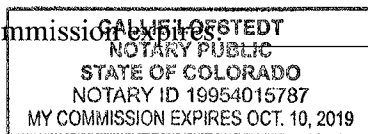
Amanda M. Groneman  
Notary Public



STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of JANUARY, 2017 by Marc L. Cooper, as Authorized Partner (Cooper Group) of Cooper/Alpert #3, LLP a Colorado limited liability partnership.

My Commission expires: 10/10/19

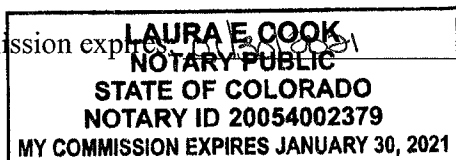


Colleen Lotstedt  
Notary Public

STATE OF Colorado §  
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 17 day of January, 2017 by Shawn J. Cooper, as Authorized Partner (Cooper Group) of Cooper/Alpert #3, LLP a Colorado limited liability partnership.

My Commission expires: 1/30/2021



Laura E. Cook  
Notary Public

STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of JANUARY, 2017 by Harvey B. Alpert, as Manager of Harvest & Jewell, LLC, a Colorado limited liability company.

My Commission expires: 10/01/2020

Amanda M. Groneman  
Notary Public

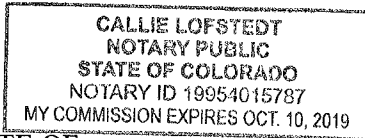




STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of JANUARY, 2017 by Marc L. Cooper, as Manager of Harvest & Jewell, LLC, a Colorado limited liability company.

My Commission expires: 10/10/19



Callie Lofstedt  
Notary Public

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of JANUARY, 2017 by Richard Frank, as Manager of Harvest & Jewell, LLC, a Colorado limited liability company.

My Commission expires: 10/01/2020

Amanda M. Groneman  
Notary Public



STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Richard M. Evans, as Senior Vice President of EH 2002 LLC, a Colorado limited liability company.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Marc L. Cooper, as Manager of Harvest & Jewell, LLC, a Colorado limited liability company.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Richard Frank, as Manager of Harvest & Jewell, LLC, a Colorado limited liability company.


My Commission expires: \_\_\_\_\_

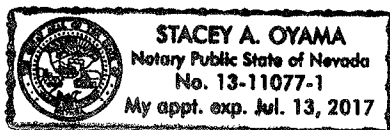
\_\_\_\_\_  
Notary Public

STATE OF NEVADA §  
COUNTY OF CLARK §

The foregoing instrument was acknowledged before me this 25 day of JANUARY, 2017 by Robert M. Evans, as Senior Vice President of EH 2002 LLC, a Colorado limited liability company.

My Commission expires: JULY 13, 2017

  
\_\_\_\_\_  
Notary Public





**EXHIBIT A**  
To  
Surface Use and Damage Agreement  
Description of the Owner Lands



**PROPERTY DESCRIPTION**

A PARCEL OF LAND, SITUATED IN SECTION 30, T4S, R65W, OF THE 6<sup>TH</sup> PM, ARAPAHOE COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SECTION 30, THENCE N89°36'25"E ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 30, A DISTANCE OF 95.11 FEET; THENCE S00°13'08" E, A DISTANCE OF 70.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST JEWELL AVENUE AND ALSO BEING THE POINT OF BEGINNING; THENCE N89°36'25"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF DISTANCE OF 2546.21 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE N89°36'40"E, A DISTANCE OF 2420.56 FEET TO A POINT ON THE WEST LINE OF 210.00 FOOT PUBLIC SERVICE COMPANY EASEMENT AS RECORDED IN BOOK 1234 AT PAGE 263; THENCE S60°01'20"W ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 5018.96 FEET; THENCE S89°43'01"W, A DISTANCE OF 2416.03 FEET; THENCE S89°41'36"W, A DISTANCE OF 2553.76 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH GUN CLUB ROAD; THENCE N00°14'13"W ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 2435.18 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE N00°13'07"W, A DISTANCE OF 2550.46 FEET TO A POINT OF CURVATURE; THENCE 39.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°49'33", AND WHOSE CHORD BEARS N44°41'39"E, A DISTANCE OF 35.30 FEET TO THE POINT OF BEGINNING.

CONTAINING [REDACTED] SQUARE FEET, 573.39 ACRES MORE OR LESS.

24,976,868.40

Prepared By: Robert B. Taylor, PLS #28291  
For and on behalf of  
Peak Civil Consultants  
200 W. Harrison Ave., Suite 200  
Englewood, CO 80110

Murphy Creek



**PROPERTY DESCRIPTION**

A PARCEL OF LAND, SITUATED IN SECTION 30, T4S, R65W, OF THE 6<sup>TH</sup> PM, ARAPAHOE COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SECTION 30, THENCE N89°36'25"E ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 30, A DISTANCE OF 95.11 FEET; THENCE S00°13'08" E, A DISTANCE OF 70.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST JEWELL AVENUE AND ALSO BEING THE POINT OF BEGINNING; THENCE N89°36'25"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 2546.21 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE N89°36'40"E, A DISTANCE OF 2420.56 FEET TO A POINT ON THE WEST LINE OF 210.00 FOOT PUBLIC SERVICE COMPANY BASEMENT AS RECORDED IN BOOK 1234 AT PAGE 263; THENCE S00°01'20"W ALONG SAID WEST BASEMENT LINE, A DISTANCE OF 5018.96 FEET; THENCE S89°43'01"W, A DISTANCE OF 2416.03 FEET; THENCE S89°41'36"W, A DISTANCE OF 2553.76 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH GUN CLUB ROAD; THENCE N00°14'13"W ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 2435.18 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE N00°13'07"W, A DISTANCE OF 2550.46 FEET TO A POINT OF CURVATURE; THENCE 39.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°49'33", AND WHOSE CHORD BEARS N44°41'39"E, A DISTANCE OF 35.30 FEET TO THE POINT OF BEGINNING.

CONTAINING [REDACTED] SQUARE FEET, 573.39 ACRES MORE OR LESS.

24,976,288.40

55c

Prepared By: Robert B. Taylor, PLS #28291  
For and on behalf of:  
Peak Civil Consultants  
200 W. Hampden Ave., Suite 200  
Englewood, CO 80110

Murphy Creek

502



**PROPERTY DESCRIPTION**

A PARCEL OF LAND, SITUATED IN SECTION 30, T4S, R65W, OF THE 6<sup>TH</sup> PM, ARAPAHOE COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SECTION 30, THENCE N89°36'25"E ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 30, A DISTANCE OF 95.11 FEET; THENCE S00°13'08" E, A DISTANCE OF 70.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST JEWELL AVENUE AND ALSO BEING THE POINT OF BEGINNING; THENCE N89°36'25"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 2546.21 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE N89°36'40"E, A DISTANCE OF 2420.56 FEET TO A POINT ON THE WEST LINE OF 210.00 FOOT PUBLIC SERVICE COMPANY EASEMENT AS RECORDED IN BOOK 1234 AT PAGE 263; THENCE S00°01'20"W ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 5018.96 FEET; THENCE S89°43'01"W, A DISTANCE OF 2416.03 FEET; THENCE S89°41'36"W, A DISTANCE OF 2553.76 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH GUN CLUB ROAD; THENCE N00°14'13"W ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 2435.18 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE N00°13'07"W, A DISTANCE OF 2550.46 FEET TO A POINT OF CURVATURE; THENCE 39.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°49'33", AND WHOSE CHORD BEARS N44°41'39"E, A DISTANCE OF 55.30 FEET TO THE POINT OF BEGINNING.

CONTAINING [REDACTED] SQUARE FEET, 573.39 ACRES MORE OR LESS.

24,976,865.40

Prepared By: Robert B. Taylor, PLS #28291  
For and on behalf of:  
Peak Civil Consultants  
200 W. Hampden Ave., Suite 200  
Englewood, CO 80110

Murphy Creek



Our Order No: ABC70156781

# LEGAL DESCRIPTION

ALL OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THE NORTH 264.63 ACRES OF SAID SECTION 34 AND EXCEPT THE SOUTH 30 FEET OF SAID SECTION 34 FOR ROADWAY PURPOSES, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 34 A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 2,610.70 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE NORTH 00 DEGREES 29 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 34 A DISTANCE OF 460.68 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 264.63 ACRES, WHENCE THE NORTHWEST CORNER OF SAID SECTION 34 BEARS 00 DEGREES 29 MINUTES 53 SECONDS EAST A DISTANCE OF 2,179.60 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 47 SECONDS EAST ALONG THE SOUTH LINE OF SAID 264.63 ACRES, PARALLEL WITH THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 5,287.39 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 264.63 ACRES, SAID CORNER BEING A POINT ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 34, WHENCE THE NORTHEAST CORNER OF SAID SECTION 34 BEARS NORTH 00 DEGREES 34 MINUTES 21 SECONDS EAST A DISTANCE OF 2,179.62 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 451.06 FEET TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE SOUTH 00 DEGREES 33 MINUTES 51 SECONDS WEST A DISTANCE OF 2,599.16 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF EXISTING ARAPAHOE COUNTY ROAD NO. 50; THENCE SOUTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG SAID RIGHT-OF-WAY, 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 2,640.49 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 51 SECONDS WEST ALONG SAID RIGHT-OF-WAY, 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 2,643.23 FEET TO THE TRUE POINT OF BEGINNING.

Butterfield Trails



[Parcel A]

A parcel of land located in the West Half of Section 28, Township 4 South, Range 65 West of the Sixth Principal Meridian, Arapahoe County, Colorado, more particularly described as follows:

BEGINNING at the southwest corner of said Section 28;  
 THENCE N00°37'20"E along the westerly line of the Southwest Quarter of said Section 28 a distance of 2666.49 feet to the west quarter corner of said Section 28;  
 THENCE N00°36'47"E along the westerly line of the Northwest Quarter of said Section 28 a distance of 367.11 feet;  
 THENCE S89°42'51"E along a line parallel with the northerly line of said Northwest Quarter a distance of 702.00 feet;  
 THENCE N00°36'47"E along a line parallel with the westerly line of said Northwest Quarter a distance of 2270.00 feet;  
 THENCE S89°42'51"E along a line parallel with and 30.00 feet southerly of the northerly line of said Northwest Quarter a distance of 712.94 feet;  
 THENCE S00°00'00"W a distance of 5294.25 feet to the southerly line of the Southwest Quarter of said Section 28;  
 THENCE S89°55'24"W along said southerly line a distance of 1472.10 feet to the POINT OF BEGINNING.

Coal Creek Reserve



**PROPERTY DESCRIPTION**  
**PARCEL B**

A parcel of land located in the West Half of Section 28, Township 4 South, Range 65 West of the Sixth Principal Meridian, Arapahoe County, Colorado, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 28;  
THENCE S89°55'24"E along the southerly line of the Southwest Quarter of said Section 28 a distance of 1472.10 feet to the POINT OF BEGINNING;  
THENCE S00°00'00"W a distance of 5294.23 feet;  
THENCE S89°42'51"E along a line 30.00 feet southerly of and parallel with the northerly line of the Northwest Quarter of said Section 28 a distance of 1144.46 feet;  
THENCE S00°00'00"W a distance of 5287.01 feet;  
THENCE S89°55'24"E along said southerly line of the Southwest Quarter a distance of 1144.45 feet to the POINT OF BEGINNING.



**PROPERTY DESCRIPTION**  
**PARCEL C**

A parcel of land located in Section 28, Township 4 South, Range 65 West of the Sixth Principal Meridian, Arapahoe County, Colorado, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 28;  
 THENCE N89°39'24"E along the southerly line of the Southwest Quarter of said Section 28 a distance of 2416.33 feet to the POINT OF BEGINNING;  
 THENCE N00°00'00"W a distance of 3287.01 feet;  
 THENCE S89°42'51"E along a line 30.00 feet southerly of and parallel with the northerly line of the Northwest Quarter of said Section 28 a distance of 118.26 feet;  
 THENCE N00°37'40"E along the easterly line of said Northwest Quarter a distance of 30.00 feet to the north-quarter corner of said Section 28;  
 THENCE S00°17'59"W along the westerly line of a parcel of land described in Book 1898, Page 30, Arapahoe County Clerk and Recorder's Office a distance of 330.00 feet;  
 THENCE S89°42'01"E along the southerly line of a parcel of land described in Book 1898, Page 30 and the southerly line of a parcel of land described in Book 2753, Page 567, Arapahoe County Clerk and Recorder's Office a distance of 660.00 feet;  
 THENCE N00°17'59"E along the easterly line of a parcel of land described in said Book 2753, Page 567, Arapahoe County Clerk and Recorder's Office a distance of 330.00 feet;  
 THENCE S89°42'01"E along the northerly line of the Northeast Quarter of said Section 28 a distance of 330.00 feet;  
 THENCE S00°17'59"W along the westerly line of a parcel of land described in Book 1946, Page 133, Arapahoe County Clerk and Recorder's Office a distance of 330.00 feet;  
 THENCE S89°42'01"E along the southerly line of a parcel of land described in said Book 1946, Page 133 a distance of 330.00 feet;  
 THENCE N00°17'59"E along the easterly line of a parcel of land described in said Book 1946, Page 133 a distance of 330.00 feet;  
 THENCE S89°42'01"E along the northerly line of said Northeast Quarter a distance of 1332.33 feet;  
 THENCE S00°22'06"W along the easterly line of said Northeast Quarter a distance of 2649.33 feet;  
 THENCE N89°53'44"W along the southerly line of said Northeast Quarter a distance of 1332.21 feet;  
 THENCE S00°29'53"W along the easterly line of the West Half of the Southeast Quarter of said Section 28 a distance of 70.33 feet;  
 THENCE S35°58'58"E a distance of 27.36 feet to a found nail and washer, L.S. 15649 in corner fence post of fence northeasterly and southeasterly;  
 THENCE continuing S35°58'58"E a distance of 131.88 feet to a found No. 9 rebar, L.S. 15649 at corner of fences northwesterly and southeasterly;

DW



**THENCE S24°18'39"W a distance of 2387.18 feet to a found No. 3 rebar, L.S. 19649 at corner of fences northwesterly and easterly;**  
**THENCE N89°51'13"W a distance of 241.15 feet to a set No. 3 rebar, L.S. 13193 under fence westerly;**  
**THENCE S00°22'04"W along the easterly line of the Southeast Quarter of said Section 28 a distance of 277.68 feet;**  
**THENCE S89°55'28"W along the southerly line of said Southeast Quarter a distance of 2676.33 feet to the south quarter corner of said Section 28;**  
**THENCE S89°55'24"W along the southerly line of the Southeast Quarter of said Section 28 a distance of 60.35 feet to the POINT OF BEGINNING.**



PROPERTY DESCRIPTION  
Homestead

A parcel of land located in the Northwest Quarter of Section 28, Township 4 South, Range 65 West, of the 6th Principal Meridian, Arapahoe County, Colorado, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 28;

THENCE N00°36'47"E along the westerly line of said Northwest Quarter of Section 28 a distance of 367.11 feet to the POINT OF BEGINNING;

THENCE continuing N00°36'47"E along the westerly line of said Northwest Quarter of said Section 28 a distance of 2270.00 feet;

THENCE S89°42'51"E along a line 30.00 feet southerly of and parallel with the northerly line of said Northwest Quarter of Section 28, also being the southerly deed line of Book 1143, Page 119 filed at the Arapahoe County Clerk and Recorder's Office a distance of 702.00 feet;

THENCE S00°36'47"W along a line 702.00 feet easterly of and parallel with the westerly line of said Northwest Quarter of Section 28 a distance of 2270.00 feet;

THENCE N89°42'51"W along a line 2300.00 feet southerly of and parallel with the northerly line of the Northwest Quarter of said Section 28 a distance of 702.00 feet to the POINT OF BEGINNING.



# Legal Description Section 20

## SECTION A:

A PARCEL OF LAND IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 20;  
THENCE NORTH 89 DEGREES 46 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 2858.58 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 20;  
THENCE NORTH 89 DEGREES 45 MINUTES 33 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE A DISTANCE OF 2859.35 FEET TO THE NORTHEAST CORNER OF SAID SECTION 20;  
THENCE SOUTH 00 DEGREES 05 MINUTES 57 SECONDS WEST ALONG THE EASTERLY LINE OF SAID SECTION 20 A DISTANCE OF 2647.87 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 20;  
THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 57 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 2611.87 FEET;  
THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST ALONG A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 2070.08 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20;  
THENCE THE FOLLOWING 3 (THREE) COURSES ALONG THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 488 AT PAGE 141 AND THE EASTERLY AND NORTHERLY LINES OF A PARCEL OF LAND DESCRIBED IN BOOK 488 AT PAGE 141 BOTH IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE:  
1) NORTH 00 DEGREES 13 MINUTES 17 SECONDS EAST A DISTANCE OF 2604.50 FEET;  
2) THENCE NORTH 00 DEGREES 13 MINUTES 17 SECONDS EAST A DISTANCE OF 2161.10 FEET;  
3) THENCE SOUTH 80 DEGREES 45 MINUTES 28 SECONDS WEST A DISTANCE OF 2654.72 FEET;  
THENCE NORTH 00 DEGREES 21 MINUTES 33 SECONDS EAST ALONG THE WESTERLY LINE OF SAID SECTION 20 A DISTANCE OF 472.31 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM PARCEL 7 AS DESCRIBED IN BOOK 488 AT PAGE 134 SAID ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, LYING IN THE EAST HALF OF SAID SECTION 20, ADDITIONALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20;  
THENCE SOUTH 89 DEGREES 55 MINUTES 22 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 504.34 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 00 DEGREES 01 MINUTES 42 SECONDS WEST A DISTANCE OF 660.08 FEET TO THE SOUTHERLY LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20;  
THENCE SOUTH 89 DEGREES 57 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY LINE AND SOUTHERLY LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 AND THE SOUTHERLY LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHEAST 1/4 A DISTANCE OF 1361.72 FEET;  
THENCE NORTH 00 DEGREES 10 MINUTES 32 SECONDS EAST ALONG THE WESTERLY LINE OF

Parklands



# Legal Description Section 20

## Section A Continued:

SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE WESTERLY LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 A DISTANCE OF 1218.33 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 57 SECONDS EAST ALONG THE NORTHERLY LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 AND THE NORTHERLY LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 AND NORTHERLY LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 A DISTANCE OF 1163.02 FEET; THENCE SOUTH 10 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 660.06 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PART DEED TO THE CITY OF AURORA IN WARRANTY DEED RECORDED NOVEMBER 20, 2000 UNDER RECEIPTION NO. 001150011.

## Excepting:

A parcel of land located in the Northeast Quarter of Section 20, Township 4 South, Range 65 West of the 6th Principal Meridian, being more particularly described as follows:

Commencing at the Northeast corner of said Section 20, whence the North Quarter corner of said Section 20 bears South 89°16'59" West, a distance of 2659.55 feet, thence South 89°16'59" West, along the Northerly line of said Northeast Quarter of Section 20, a distance of 1459.55 feet to the point of beginning, thence South 89°43'01" East a distance of 460.03 feet; thence South 63°36'11" West a distance of 444.37 feet; thence South 89°16'59" West a distance of 82.64 feet; thence North 28°54'06" West a distance of 724.39 feet; thence North 89°16'59" East, along said Northerly line of the Northeast Quarter of Section 20, a distance of 831.74 feet to the point of beginning.

County of Arapahoe,  
State of Colorado.



**Legal Description Section 20**

**SECTION B:**

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20;  
THENCE NORTH 60 DEGREES 21 MINUTES 02 SECONDS EAST ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1832.15 FEET;  
THENCE SOUTH 60 DEGREES 55 MINUTES 23 SECONDS EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 2887.08 FEET TO THE EASTERLY LINE OF SAID SOUTHWEST QUARTER;  
THENCE SOUTH 00 DEGREES 13 MINUTES 17 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 1032.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 20;  
THENCE NORTH 80 DEGREES 55 MINUTES 23 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 20 A DISTANCE OF 2870.74 FEET TO THE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

EXCEPT THAT PART DEEDED TO THE CITY OF AURORA IN WARRANTY DEED RECORDED NOVEMBER 20, 2006 UNDER RECEPTION NO. B0150814.



# Legal Description Section 20

## Excepting From Sections A and B of the foregoing:

A PARCEL OF LAND, 42.00 FEET WIDE, BEING A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT REGISTRATION NO. 26104407 IN THE NEBRASKA COUNTY CLERK AND RECORDED'S OFFICE, SITUATION IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF NEBRASKA, STATE OF NEBRASKA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, THENCE THE NORTH 1/4 CORNER OF SAID SECTION 20 BEARS 88°15'47"W ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, 2670.56 FEET;

THENCE 88°15'47"W, 2671.55 FEET TO THE INTERSECTION OF A LINE 40.00 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO, AND RUNNING PARALLEL WITH, SAID SOUTH LINE AND THE EAST LINE OF SAID PARCEL, SAID INTERSECTION BEING THE POINT OF BEGINNING;

THENCE 88°15'47"W ALONG SAID PARALLEL LINE, 2408.85 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 20;

THENCE 88°15'47"W ALONG A LINE 40.00 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO, AND RUNNING PARALLEL WITH, THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, 2060.47 FEET TO THE EAST LINE OF HARVEY HILL ROAD AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT REGISTRATION NO. 00180014 IN SAID OFFICE;

THENCE 88°15'47"W ALONG SAID EAST LINE, 42.00 FEET TO A LINE 72.00 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO, AND RUNNING PARALLEL WITH, SAID SOUTH LINE;

THENCE 88°15'47"W ALONG SAID PARALLEL LINE, 2560.32 FEET TO SAID NORTH-SOUTH CENTERLINE;

THENCE 88°15'47"W ALONG A LINE 72.00 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO, AND RUNNING PARALLEL WITH, SAID SOUTH LINE OF THE SOUTHWEST 1/4, 2179.75 FEET TO SAID EAST LINE OF SAID PARCEL;

THENCE 88°15'47"W ALONG SAID EAST LINE, 50.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 204,094 SQUARE FEET OR 4.7722 ACRES, MORE OR LESS.



### Legal Description Section 20

#### SECTION C:

A PARCEL OF LAND SITUATED IN THE WEST HALF OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS IT FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20;  
THENCE NORTH 00 DEGREES 21 MINUTES 02 SECONDS EAST ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 1838.15 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00 DEGREES 21 MINUTES 02 SECONDS EAST CONTINUING ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 995.20 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 20;  
THENCE NORTH 00 DEGREES 21 MINUTES 33 SECONDS EAST ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 2154.35 FEET;  
THENCE NORTH 89 DEGREES 46 MINUTES 28 SECONDS EAST PARALLEL WITH THE NORTHERLY

LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 2869.72 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20;  
THENCE SOUTH 00 DEGREES 13 MINUTES 17 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 2161.19 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 20;  
THENCE SOUTH 00 DEGREES 13 MINUTES 17 SECONDS WEST ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 1002.30 FEET;  
THENCE NORTH 89 DEGREES 46 MINUTES 28 SECONDS WEST ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 2867.66 FEET TO THE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

EXCEPT THAT PART DEEDED TO THE CITY OF AURORA IN WARRANTY DEED RECORDED NOVEMBER 20, 2000 UNDER RECEPTION NO. B0190914.



# Legal Description Section 20

## SECTION D:

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE SOUTH 80 DEGREES 30 MINUTES 22 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 304.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 08 MINUTES 42 SECONDS WEST A DISTANCE OF 660.05 FEET TO THE SOUTHERLY LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 47 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY LINE AND SOUTHERLY LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 AND THE SOUTHERLY LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHEAST 1/4 A DISTANCE OF 1101.72 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 52 SECONDS EAST ALONG THE WESTERLY LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE WESTERLY LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 A DISTANCE OF 1338.53 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 55 SECONDS EAST ALONG THE NORTHERLY LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 AND THE NORTHERLY LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/2 OF SAID NORTHEAST 1/4 AND NORTHERLY LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 A DISTANCE OF 1101.02 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 42 SECONDS WEST A DISTANCE OF 660.05 FEET TO THE POINT OF BEGINNING; COUNTY OF ARAPAHOE, STATE OF COLORADO.

ALL OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 65 WEST, EXCEPTING THEREFROM, A PARCEL OF LAND IN THE SW/4 DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 21; THENCE NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SW/4 OF SAID SECTION 21, A DISTANCE OF 814.76 FEET; THENCE SOUTH 00°30'47" EAST 739.62 FEET; THENCE SOUTH 89°46'10" WEST, 814.76 FEET TO A POINT ON THE WEST LINE OF SAID SW/4; THENCE NORTH 00°30'46" WEST, 736.00 FEET TO THE POINT OF BEGINNING, CONTAINING 13.80 ACRES, MORE OR LESS.



### Legal Description Section 15

A PARCEL OF LAND BEING LOCATED IN THE SOUTH ONE-HALF OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-QUARTER CORNER OF SECTION 15;  
THENCE NORTH  $89^{\circ}07'03''$  EAST ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 15 A DISTANCE OF 2625.94 FEET TO THE CENTER ONE-QUARTER CORNER OF SAID SECTION 15, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;  
THENCE NORTH  $89^{\circ}07'02''$  EAST ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 15 A DISTANCE OF 2626.58 FEET TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 15;  
THENCE SOUTH  $00^{\circ}37'14''$  EAST ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 2654.80 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 15;  
THENCE SOUTH  $89^{\circ}26'12''$  WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 2628.69 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 15;  
THENCE SOUTH  $89^{\circ}26'43''$  WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 2627.94 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15;  
THENCE NORTH  $00^{\circ}31'47''$  WEST ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 15 A DISTANCE OF 2625.14 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 13,872,327 SQUARE FEET OR 318.465 ACRES.

### Legal Description Section 16

THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



Legal Description Section 17

SECTION E:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 17;  
THENCE SOUTH 89 DEGREES 59 MINUTES 48 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1189.62 FEET;  
THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1300.00 FEET;  
THENCE NORTH 89 DEGREES 59 MINUTES 48 SECONDS WEST PARALLEL WITH SAID NORTHERLY LINE A DISTANCE OF 1189.62 FEET TO THE WESTERLY LINE OF SAID SOUTHWEST QUARTER;  
THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST ALONG SAID WESTERLY LINE A DISTANCE OF 1300.00 FEET TO THE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

SECTION F:

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 17;  
THENCE NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1117.32 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST CONTINUING ALONG SAID WESTERLY LINE A DISTANCE OF 1180.18 FEET;  
THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS EAST PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 17 A DISTANCE OF 2445.99 FEET;  
THENCE SOUTH 00 DEGREES 02 MINUTES 12 SECONDS WEST PARALLEL WITH AND 210.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1169.72 FEET;  
THENCE SOUTH 89 DEGREES 45 MINUTES 33 SECONDS WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2447.83 FEET TO THE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO;

AND

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 17;



Legal Description Section 17

THENCE NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING;  
 THENCE NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST CONTINUING ALONG SAID WESTERLY LINE A DISTANCE OF 907.32 FEET;  
 THENCE NORTH 89 DEGREES 45 MINUTES 33 SECONDS EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2447.83 FEET;  
 THENCE SOUTH 00 DEGREES 02 MINUTES 12 SECONDS WEST ALONG A LINE 210.00 FEET WESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 907.31 FEET;  
 THENCE SOUTH 89 DEGREES 45 MINUTES 33 SECONDS WEST ALONG A LINE 210.00 FEET NORTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2449.23 FEET TO THE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

SECTION G:

THE NORTHWEST 1/4 AND WEST 648.89 FEET OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO.

SECTION H:

THE NORTHEAST 1/4, EXCEPT THE WEST 648.89 FEET AND EXCEPT THE EAST 210 FEET THEREOF, SECTION 17, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO.

SECTION I:

A PARCEL OF LAND LYING IN THE SOUTH HALF OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH HALF OF SECTION 17;  
 THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST ALONG THE WESTERLY LINE OF SAID SOUTH HALF A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING;  
 THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST ALONG THE WESTERLY LINE OF SAID SOUTH HALF A DISTANCE OF 1141.88 FEET;  
 THENCE THE FOLLOWING TWO (2) COURSES ALONG A PARCEL OF LAND DESCRIBED IN BOOK 4488, PAGE 127, ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE:

- 1) THENCE SOUTH 89 DEGREES 59 MINUTES 48 SECONDS EAST A DISTANCE OF 1189.62 FEET;
  - 2) THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST A DISTANCE OF 1300.00 FEET;
- THENCE SOUTH 89 DEGREES 59 MINUTES 48 SECONDS EAST ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1463.69 FEET;  
 THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS EAST ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 2445.46 FEET;  
 THENCE SOUTH 00 DEGREES 02 MINUTES 12 SECONDS WEST ALONG A LINE 210.00 FEET



Legal Description Section 17

WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER A  
DISTANCE OF 343.74 FEET;  
THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ALONG THE NORTHERLY LINE  
OF A  
PARCEL OF LAND DESCRIBED IN BOOK 4488, PAGE 147, ARAPAHOE COUNTY CLERK AND  
RECORDERS OFFICE A DISTANCE OF 2445.99 FEET;  
THENCE SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST ALONG THE EASTERLY LINE OF  
SAID SOUTHWEST QUARTER A DISTANCE OF 2087.50 FEET;  
THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS WEST ALONG A LINE 210.00 FEET  
NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHWEST  
QUARTER A  
DISTANCE OF 2658.17 FEET TO THE POINT OF BEGINNING.



**EXHIBIT B**

To

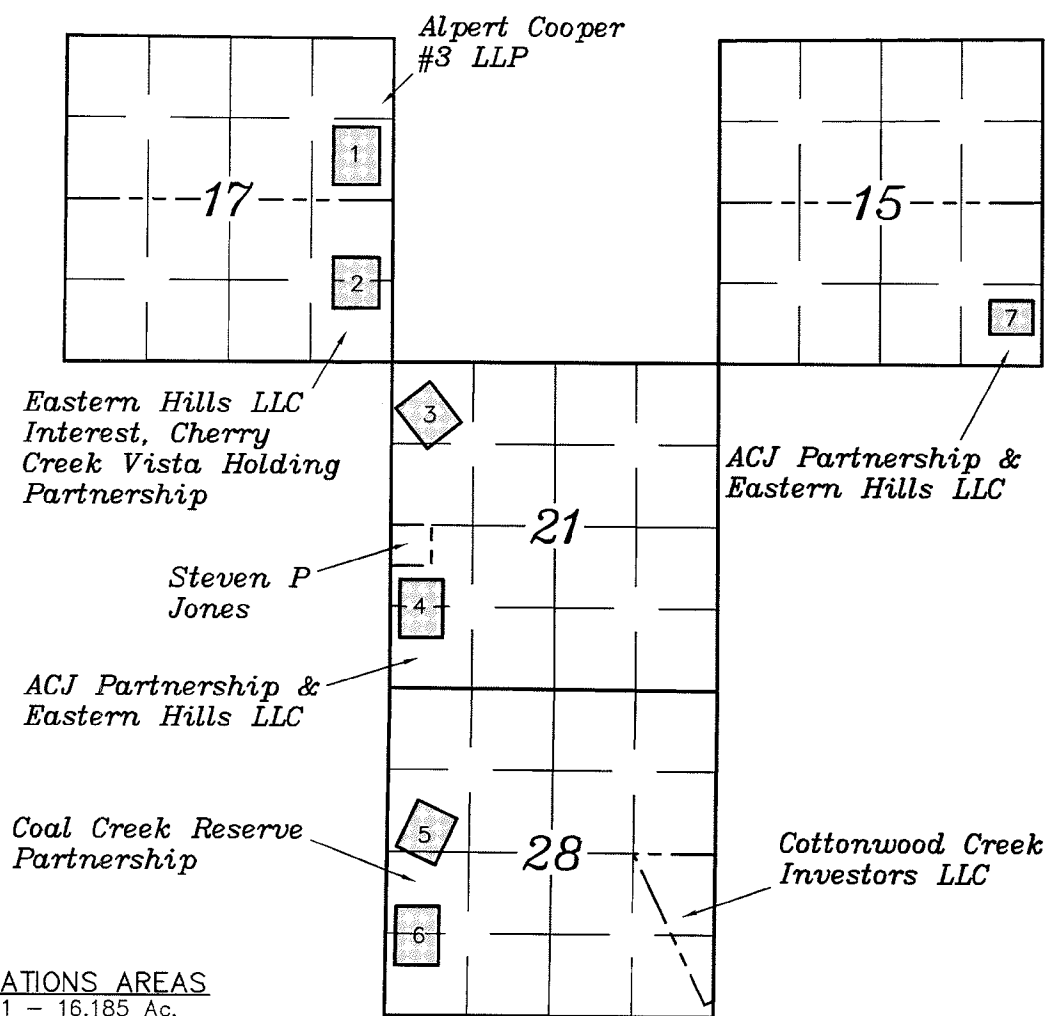
Surface Use and Damage Agreement

Map of Oil and Gas Operations Areas (“OGOAs”)

See attached

[To be amended from time to time pursuant to Sections 3(d) and 3(l) of this Agreement]





**OPERATIONS AREAS**

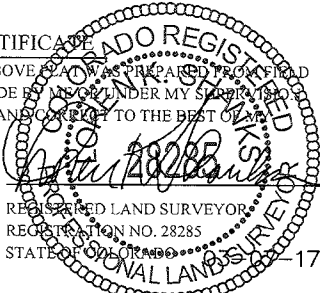
- OGO A 1 – 16.185 Ac.
- OGO A 2 – 14.291 Ac.
- OGO A 3 – 13.338 Ac.
- OGO A 4 – 15.106 Ac.
- OGO A 5 – 13.338 Ac.
- OGO A 6 – 15.427 Ac.
- OGO A 7 – 8.838 Ac.

**LEGEND:**

OPERATIONS AREA

NOTE: PROPERTY LINES SHOWN HAVE BEEN RE-ESTABLISHED FROM COUNTY RECORDS AND HAVE NOT BEEN SURVEYED BY UINTAH ENGINEERING AND LAND SURVEYING. UELS DOES NOT WARRANTY PROPERTY PARCEL DATA OR ANY ASSOCIATED INFORMATION. A PROPERTY SURVEY IS REQUIRED TO DETERMINE THE ACTUAL LOCATION OF PROPERTY LINES AND SHOW ACCURATE DISTANCES ACROSS PARCELS.

CERTIFICATE  
THIS IS TO CERTIFY THAT THE ABOVE MAP WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Sheet 1 of 8

FILE: 61228-A REV: 2 03-07-17 K.B. (MOVE OGOA 1, 5 & 6)

**BASIS OF BEARINGS**  
BASIS OF BEARINGS IS A G.P.S. OBSERVATION



**UELS, LLC**  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017

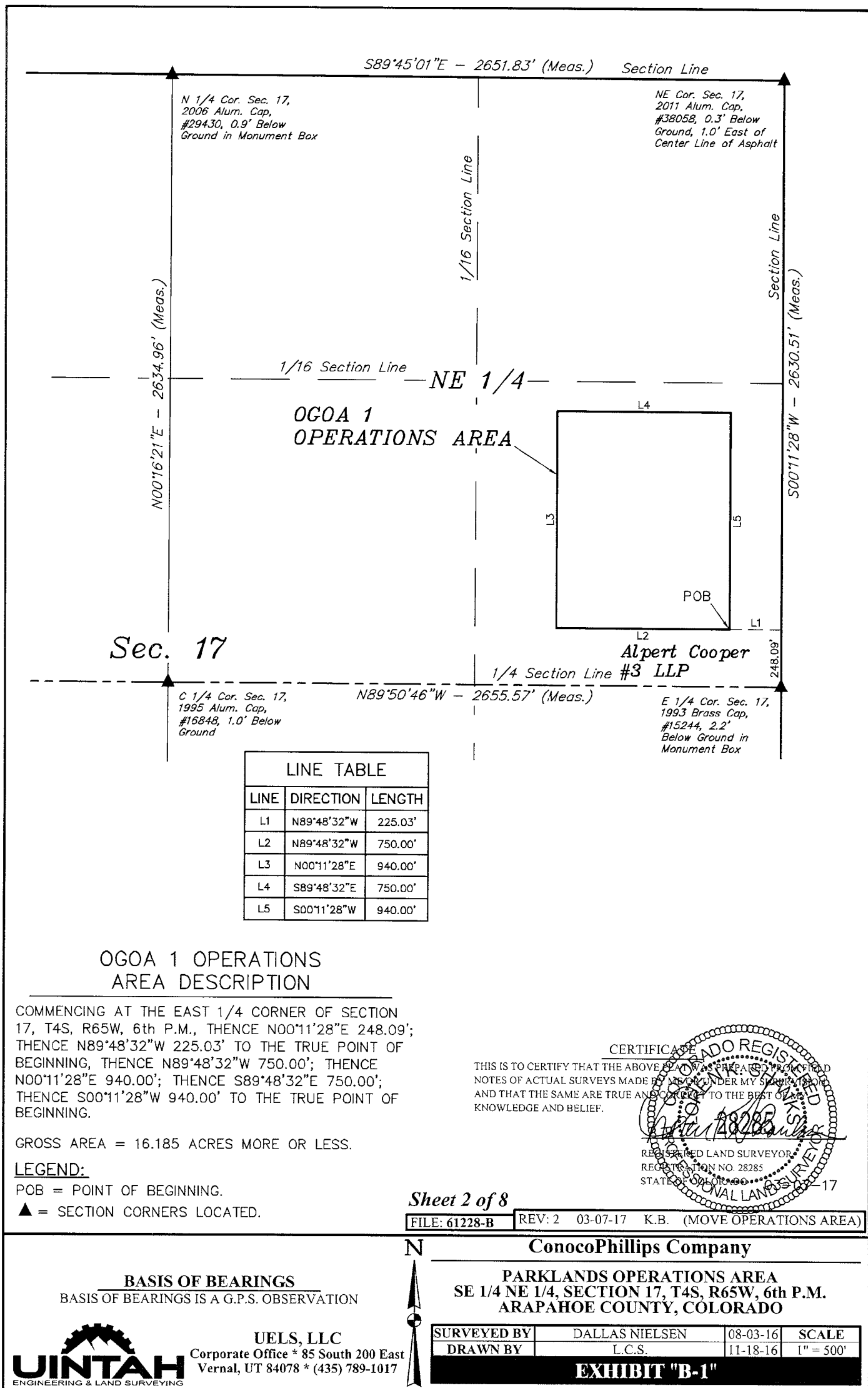


**ConocoPhillips Company**

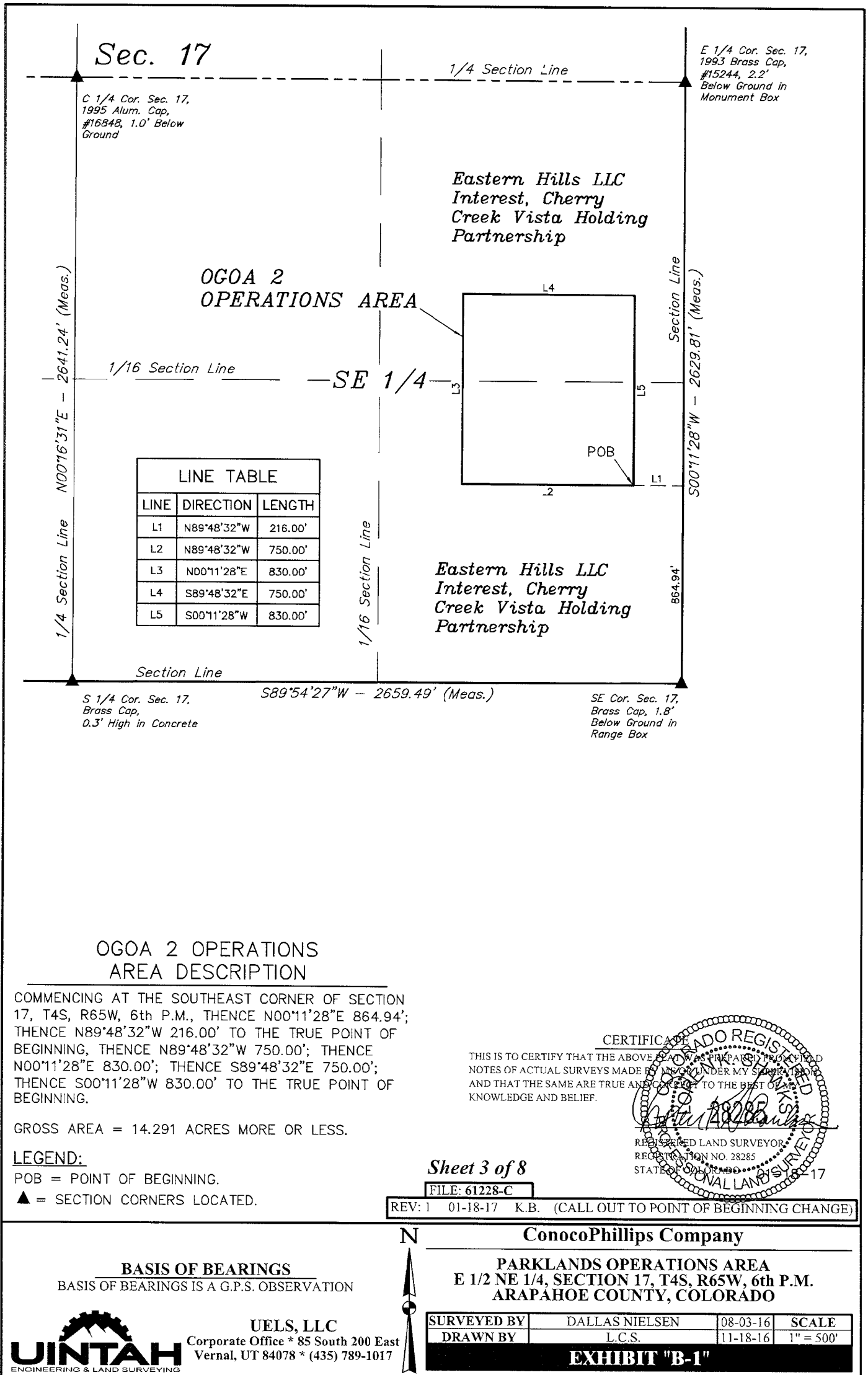
**PARKLANDS OPERATIONS AREAS**  
SECTIONS 15, 17, 21 & 28, T4S, R65W, 6th P.M.  
ARAPAHOE COUNTY, COLORADO

SURVEYED BY	DALLAS NIELSEN	08-03-16	SCALE
DRAWN BY	L.C.S.	11-18-16	1" = 3000'
EXHIBIT "B-1"			

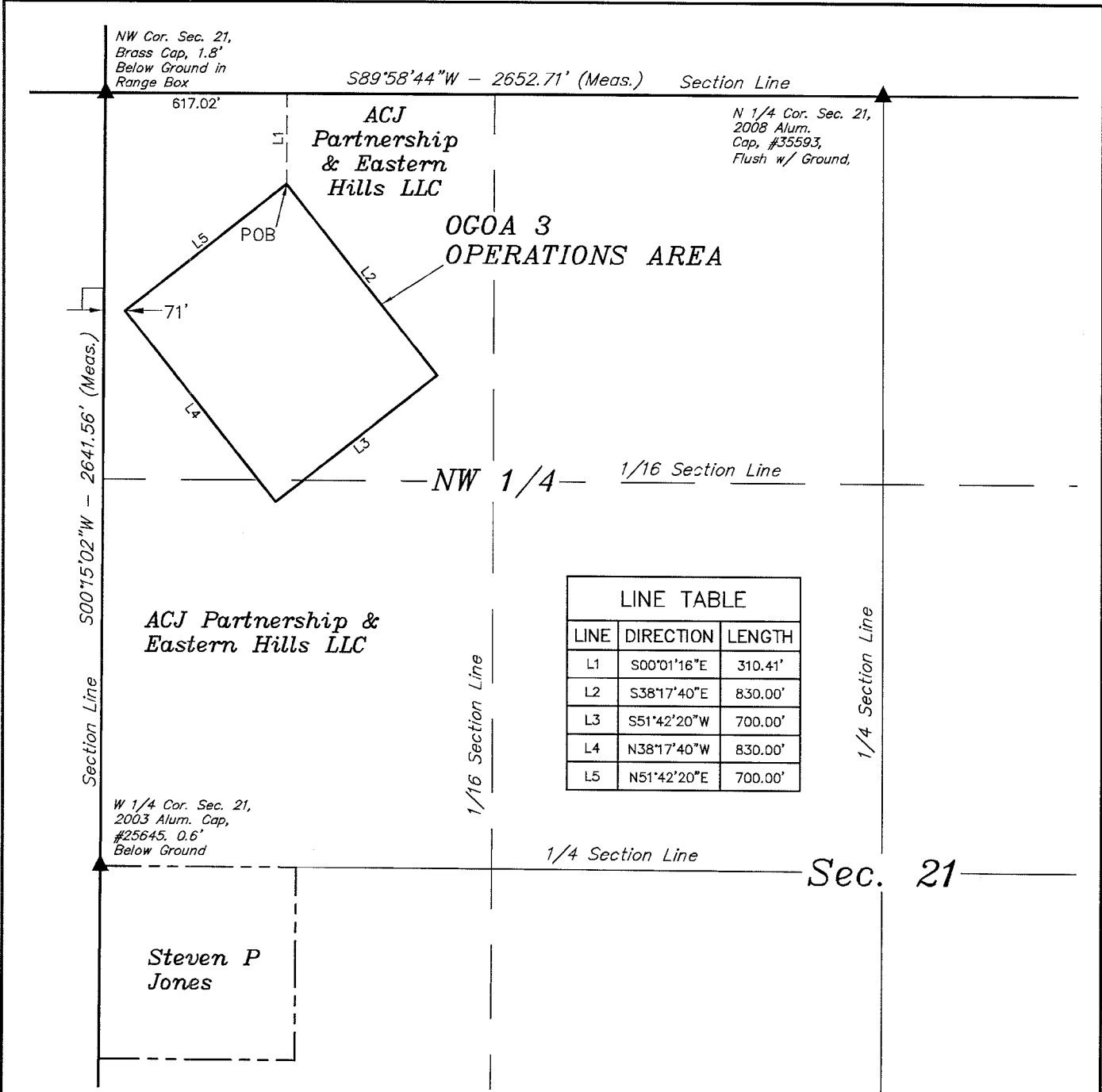












OGO 3 OPERATIONS  
AREA DESCRIPTION

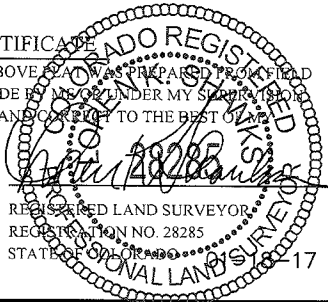
COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, T4S, R65W, 6th P.M., THENCE S89°58'44\"/>

GROSS AREA = 13.338 ACRES MORE OR LESS.

LEGEND:

- POB = POINT OF BEGINNING.
- ▲ = SECTION CORNERS LOCATED.

CERTIFICATE OF REGISTRATION  
THIS IS TO CERTIFY THAT THE ABOVE DRAWING WAS PREPARED FROM THE FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION, AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Sheet 4 of 8

FILE: 61228-D

REV: 2 01-18-17 K.B. (CALL OUT TO POINT OF BEGINNING CHANGE)

BASIS OF BEARINGS  
BASIS OF BEARINGS IS A G.P.S. OBSERVATION



UELS, LLC  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017



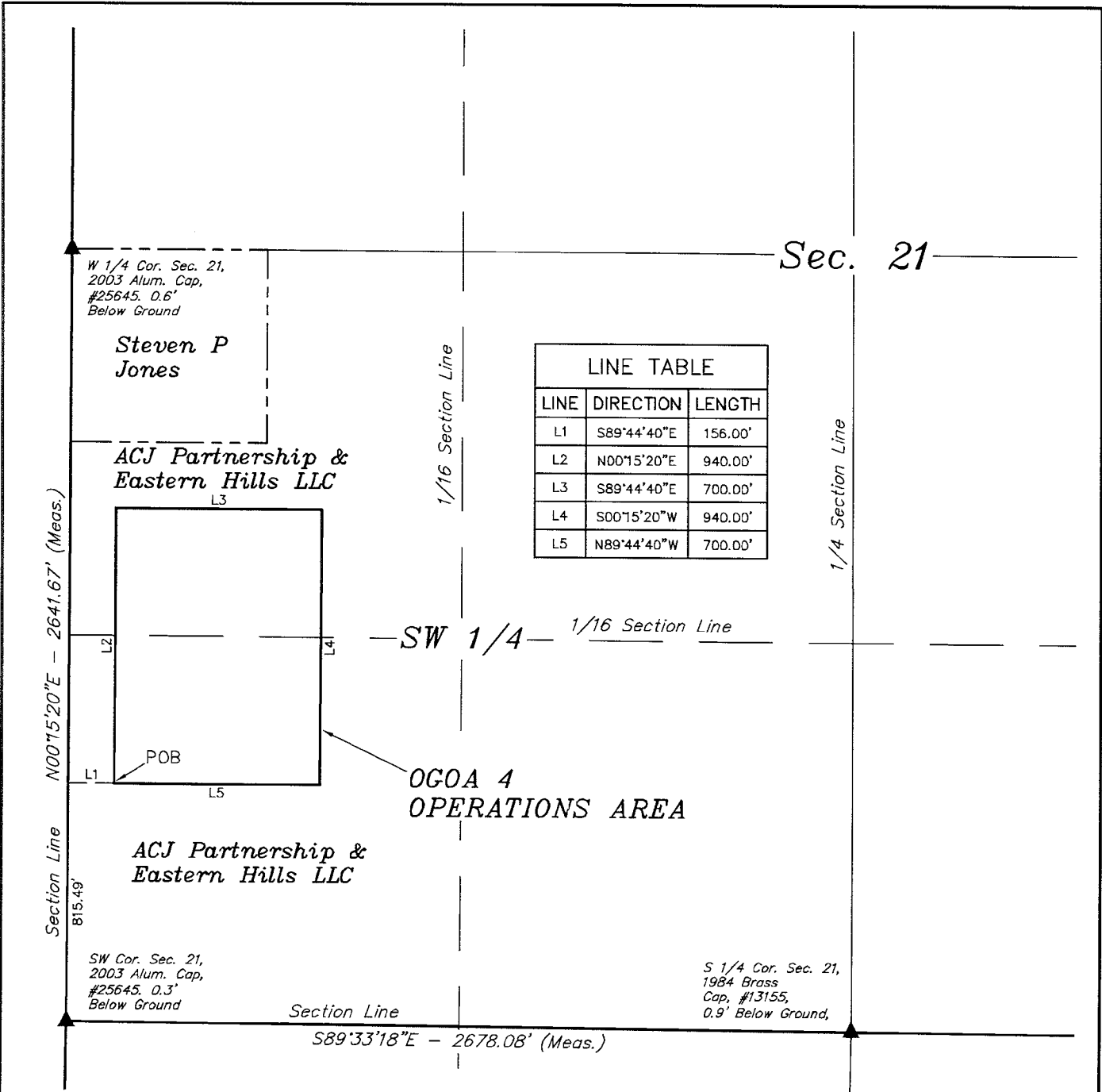
ConocoPhillips Company

PARKLANDS OPERATIONS AREA  
NW 1/4 NW 1/4, SECTION 21, T4S, R65W, 6th P.M.  
ARAPAHOE COUNTY, COLORADO

SURVEYED BY	DALLAS NIELSEN	08-03-16	SCALE
DRAWN BY	L.C.S.	11-18-16	1" = 500'

EXHIBIT "B-1"





OGOA 4 OPERATIONS  
AREA DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 21, T4S, R65W, 6th P.M., THENCE N00°15'20"E 815.49'; THENCE S89°44'40"E 156.00' TO THE TRUE POINT OF BEGINNING, THENCE N00°15'20"E 940.00'; THENCE S89°44'40"E 700.00'; THENCE S00°15'20"W 940.00'; THENCE N89°44'40"W 700.00' TO THE TRUE POINT OF BEGINNING.

GROSS AREA = 15.106 ACRES MORE OR LESS.

LEGEND:

POB = POINT OF BEGINNING.  
▲ = SECTION CORNERS LOCATED.

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION, AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR  
REGISTRATION NO. 28285  
STATE OF COLORADO

17

Sheet 5 of 8

FILE: 61228-E

REV: 1 01-18-17 K.B. (CALL OUT TO POINT OF BEGINNING CHANGE)

**BASIS OF BEARINGS**

BASIS OF BEARINGS IS A G.P.S. OBSERVATION

**UINTAH**  
ENGINEERING & LAND SURVEYING

**UELS, LLC**  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017

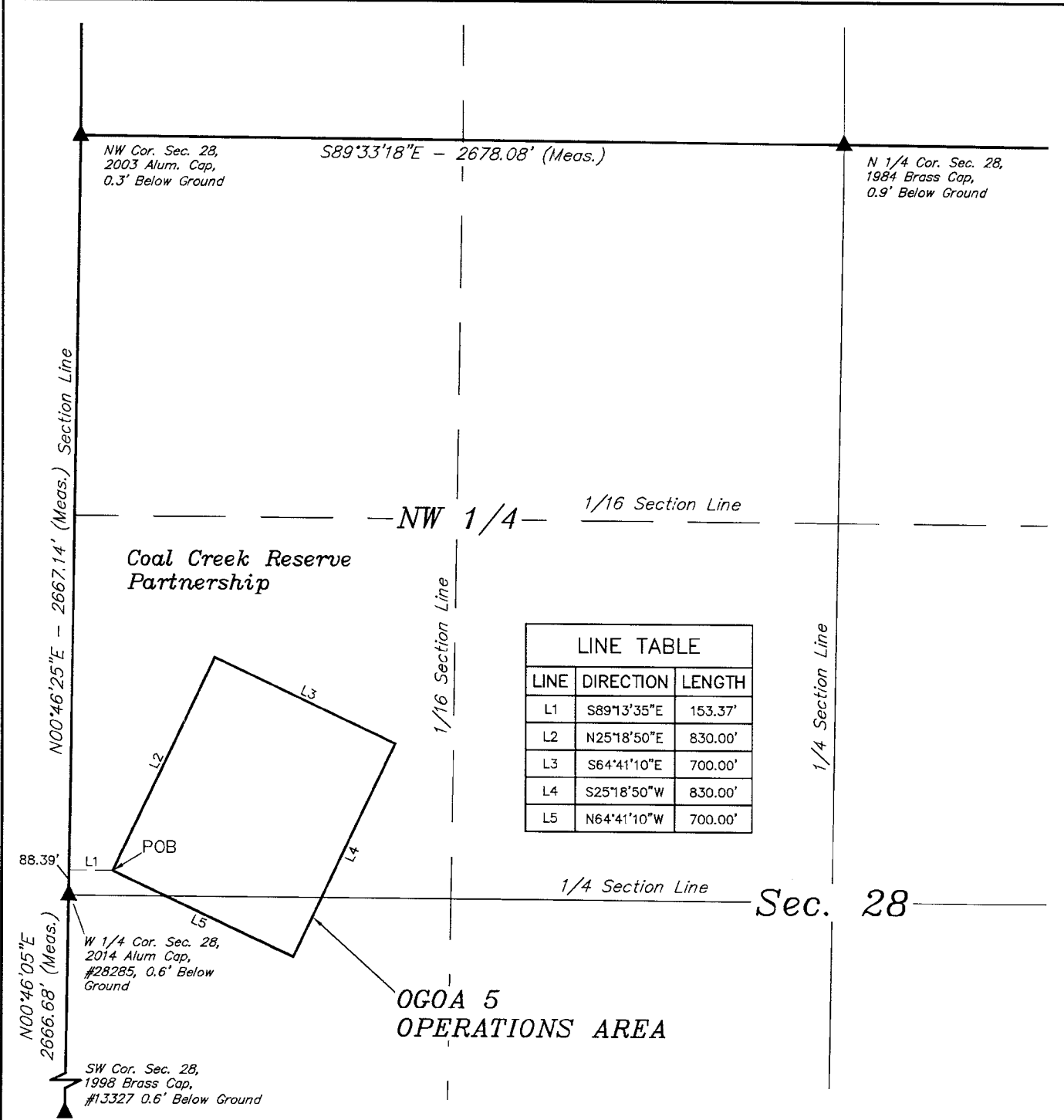
**ConocoPhillips Company**

**PARKLANDS OPERATIONS AREA**  
W 1/2 SW 1/4, SECTION 21, T4S, R65W, 6th P.M.  
ARAPAHOE COUNTY, COLORADO

SURVEYED BY	DALLAS NIELSEN	08-03-16	SCALE
DRAWN BY	L.C.S.	11-18-16	1" = 500'

**EXHIBIT "B-1"**





**OGOA 5 OPERATIONS AREA DESCRIPTION**

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 28, T4S, R65W, 6th P.M., THENCE N00°46'25"E 88.39'; THENCE S89°13'35"E 153.37' TO THE TRUE POINT OF BEGINNING, THENCE N25°18'50"E 830.00'; THENCE S64°41'10"E 700.00'; THENCE S25°18'50"W 830.00'; THENCE N64°41'10"W 700.00' TO THE TRUE POINT OF BEGINNING.

GROSS AREA = 13.338 ACRES MORE OR LESS.

**LEGEND:**

- POB = POINT OF BEGINNING.
- ▲ = SECTION CORNERS LOCATED.

CERTIFICATE  
THIS IS TO CERTIFY THAT THE ABOVE MAP WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR  
REGISTRATION NO. 28285  
STATE OF COLORADO  
17

Sheet 6 of 8

FILE: 61228-F REV: 3 03-07-17 K.B. (MOVE OPERATIONS AREA)

**BASIS OF BEARINGS**  
BASIS OF BEARINGS IS A G.P.S. OBSERVATION



**UELS, LLC**  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017

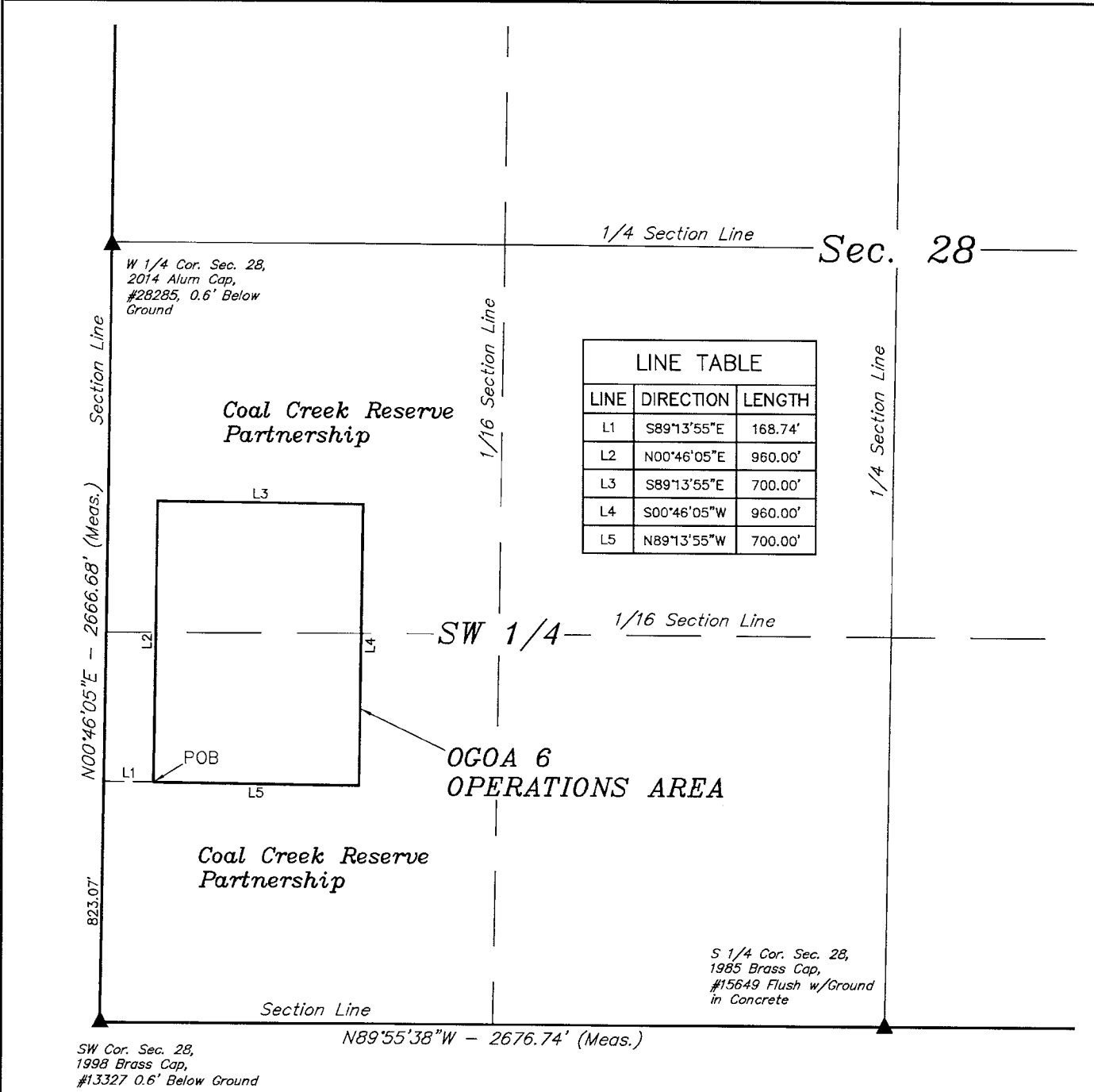


**ConocoPhillips Company**  
**PARKLANDS OPERATIONS AREA**  
SW 1/4 NW 1/4, SECTION 28, T4S, R65W, 6th P.M.  
ARAPAHOE COUNTY, COLORADO

SURVEYED BY	DALLAS NIELSEN	08-03-16	SCALE
DRAWN BY	L.C.S.	11-18-16	1" = 500'

**EXHIBIT "B-1"**





OGOA 6 OPERATIONS  
AREA DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 28, T4S, R65W, 6th P.M., THENCE N00°46'05"E 823.07'; THENCE S89°13'55"E 168.74' TO THE TRUE POINT OF BEGINNING, THENCE N00°46'05"E 960.00'; THENCE S89°13'55"E 700.00'; THENCE S00°46'05"W 960.00'; THENCE N89°13'55"W 700.00' TO THE TRUE POINT OF BEGINNING.

GROSS AREA = 15.427 ACRES MORE OR LESS.

LEGEND:

- POB = POINT OF BEGINNING.
- ▲ = SECTION CORNERS LOCATED.

CERTIFICATION

THIS IS TO CERTIFY THAT THE ABOVE MAP WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION, AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR  
REGISTRATION NO. 28285  
STATE OF COLORADO

17

Sheet 7 of 8

FILE: 61228-G REV: 2 03-07-17 K.B. (MOVE OPERATIONS AREA)

BASIS OF BEARINGS  
BASIS OF BEARINGS IS A G.P.S. OBSERVATION

U. INTAH  
ENGINEERING & LAND SURVEYING

UELS, LLC  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017

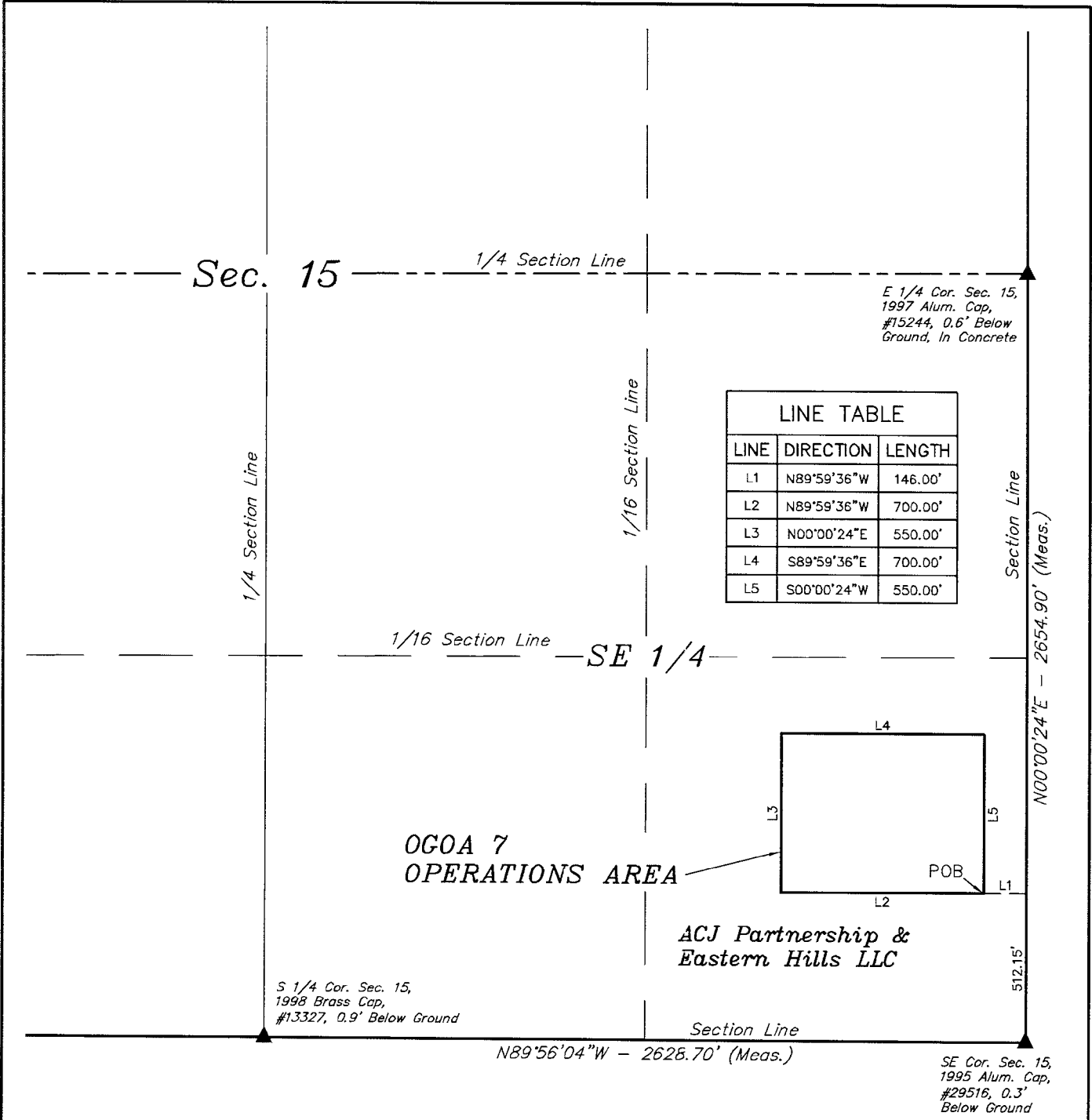


ConocoPhillips Company

PARKLANDS OPERATIONS AREA  
W 1/2 SW 1/4, SECTION 28, T4S, R65W, 6th P.M.  
ARAPAHOE COUNTY, COLORADO

SURVEYED BY	DALLAS NIELSEN	08-03-16	SCALE
DRAWN BY	L.C.S.	11-18-16	1" = 500'
EXHIBIT "B-1"			





**OGO A 7 OPERATIONS AREA DESCRIPTION**

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, T4S, R65W, 6th P.M., THENCE N00°00'24"E 512.15'; THENCE N89°59'36"W 146.00' TO THE TRUE POINT OF BEGINNING, THENCE N89°59'36"W 700.00'; THENCE N00°00'24"E 550.00'; THENCE S89°59'36"E 700.00'; THENCE S00°00'24"W 550.00' TO THE TRUE POINT OF BEGINNING.

GROSS AREA = 8.838 ACRES MORE OR LESS.

**LEGEND:**

- POB = POINT OF BEGINNING.
- ▲ = SECTION CORNERS LOCATED.

**CERTIFICATE**

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION, AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**REGISTERED LAND SURVEYOR**  
REGISTRATION NO. 28285  
STATE OF COLORADO

**ConocoPhillips Company**

**Sheet 8 of 8**  
**FILE: 61228-H**  
REV: 1 01-18-17 K.B. (CALL OUT TO POINT OF BEGINNING CHANGE)

**BASIS OF BEARINGS**  
BASIS OF BEARINGS IS A G.P.S. OBSERVATION

**U.S. ENGINEERING & LAND SURVEYING**

**U.S. ENGINEERING & LAND SURVEYING**  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017

**ConocoPhillips Company**

**PARKLANDS OPERATIONS AREA**  
**SE 1/4 SE 1/4, SECTION 15, T4S, R65W, 6th P.M.**  
**ARAPAHOE COUNTY, COLORADO**

<b>SURVEYED BY</b>	DALLAS NIELSEN	08-03-16	<b>SCALE</b>
<b>DRAWN BY</b>	L.C.S.	11-18-16	1" = 500'

**EXHIBIT "B-1"**



**EXHIBIT C**  
To  
Surface Use and Damage Agreement  
Legal Description of OGOAs

See attached

[To be amended from time to time pursuant to Sections 3(d) and 3(l) of this Agreement]



NAD 83									
OGOA	RP1		RP2		RP3		RP4		AREA
1	-104.681862	39.707028	-104.679188	39.707028	-104.679188	39.704449	-104.681862	39.704449	16.18
2	-104.681862	39.701167	-104.679188	39.701167	-104.679188	39.698890	-104.681862	39.698890	14.29
3	-104.678183	39.694471	-104.676239	39.695674	-104.674384	39.693901	-104.676327	39.692698	13.34
4	-104.677900	39.686900	-104.675405	39.686900	-104.675405	39.684322	-104.677900	39.684322	15.11
5	-104.676860	39.677099	-104.674683	39.676173	-104.676110	39.674179	-104.678296	39.675105	13.34
6	-104.677999	39.672300	-104.675504	39.672300	-104.675504	39.669667	-104.677999	39.669667	15.43
7	-104.643900	39.699500	-104.641404	39.699500	-104.641404	39.697991	-104.643900	39.697991	8.84



## EXHIBIT D

### To Surface Use and Damage Agreement

#### MINIMUM DEVELOPMENT STANDARDS

These Minimum Development Standards are attached to and are a part of the Amended and Re-stated Surface Use and Damage Agreement (“Agreement”). Unless otherwise defined herein, capitalized terms will have the meaning given to them in the Agreement. The following standards do not waive or modify any other standard imposed by Applicable Laws. In the event of a direct conflict between these standards and Applicable Laws, the provisions of Applicable Laws will prevail. If these standards and provisions of Applicable Laws or Permits can be construed to be supplementary rather than conflicting, the provision setting forth the stricter standard will prevail.

- 1) Production-site Containment. All permanent production tanks will be located within a containment berm designed and constructed in compliance with applicable rules of the Commission.
- 2) Visual Impacts and Aesthetics.
  - a) To the extent reasonably practicable, a well site and production-site will be located to avoid hilltops and ridges in order to prevent the appearance of pump jack and accessory equipment profiles on the horizon.
  - b) Electric pumping systems will be required in areas where reasonably feasible.
  - c) Production tanks and tanks for storage of produced water will be low profile tanks not exceeding 16’ in height for single well pads and 20’ tanks for multiple well pads.
  - d) Permanent production equipment will not exceed 16 feet in height, with the exception of the following items of equipment that shall not exceed 35’ in height:
    - Combustor
    - Flare
    - Vapor Recovery Tower (VRT)
    - Production Unit
    - Compressor
    - Communications Tower
    - Pumping Unit
  - e) To the extent reasonably practicable, facilities will be located at the base of slopes to provide background of topography and natural cover.
  - f) Electrical lines servicing pumping and accessory equipment will be installed



below ground only.

3) Fencing.

a) All pumping systems, tank batteries and accessory equipment used in the operation of a well will be screened on all sides by a fence. The fence will be constructed as specified in Section 9(g) of the Agreement.

b) Access through the fence will be provided by a solid gate that preserves the integrity of the screening. The access gate will be securely locked to prevent access by unauthorized persons.

4) Landscaping.

a) To the extent reasonably feasible, existing trees, landforms or other natural screening of well and production sites will be retained and integrated into facility design.

b) During excavation, topsoil will be stripped and stored on-site until required for reseeding at time of reclamation

c) Other excess excavation material, if any, will be contoured into a berm to help provide visual screening for Operator's facilities.

d) After commencement of production operations, all excavation slopes will be spread with topsoil and planted with grasses, plants, or shrubs for the purposes of adequate erosion control.



**EXHIBIT E**  
To  
Surface Use and Damage Agreement

Legal Description of the Additional Lands

TRACT 1 - Legal Description of the ACJ Partnership/EH 2002 LLC Additional Lands

A PARCEL OF LAND BEING A PORTION OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 29;

THENCE S 00°16'49" W ALONG THE WESTERLY LINE OF SECTION 29, A DISTANCE OF 30.00 FEET;

THENCE S 89°55'23" E, ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 29 A DISTANCE OF 1721.81 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING S 89°55'23" E, 30.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID NORTHERLY LINE A DISTANCE OF 919.54 FEET;

THENCE S 00°16'16" W, A DISTANCE OF 1090.39 FEET;

THENCE S 89°55'14" E, A DISTANCE OF 799.01 FEET;

THENCE N 00°14'02" E, A DISTANCE OF 1090.42 FEET;

THENCE S 89°55'23" E, ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID NORTHERLY LINE A DISTANCE OF 968.22 FEET;

THENCE S 00°36'47" W, 933.42 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID SECTION 29 A DISTANCE OF 903.42 FEET;

THENCE S 89°55'23"E, 933.42 FEET SOUTHERLY OF AND PARALLEL WITH SAID NORTHERLY LINE A DISTANCE OF 903.42 FEET;

THENCE S 00°36'47" W, 30.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE A DISTANCE OF 1733.60 FEET;

THENCE S 89°44'52" E, A DISTANCE OF 30.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 29;

THENCE S 00°37'20" W ALONG SAID EASTERLY LINE A DISTANCE OF 2666.49 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 29;

THENCE N 89°33'30 W, ALONG THE SOUTHERLY LINE OF SAID SECTION 29 A DISTANCE OF 3586.35 FEET;

THENCE N 00°15'35" E, A DISTANCE OF 5280.56 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 397.182 ACRES MORE OR LESS

DOYLE C. ABRAHAMSON  
P.L.S. 13155  
DATE: 4-30-86  
FOR AND ON BEHALF OF  
MERRICK AND COMPANY



TRACT 2 - Legal Description of the Harvest & Jewell, LLC, Additional Lands

Part of W1/2, Section 29, T 4 S, R 65 W, of the 6th P.M.  
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

LEGAL DESCRIPTION :

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 29,  
TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, AND CONSIDERING THE WEST LINE  
OF THE NW1/4 OF SAID SECTION 29 TO BEAR SOUTH 00° 02' 41" WEST, WITH ALL BEARINGS  
CONTAINED HEREIN BEING RELATIVE THERETO; THENCE SOUTH 00° 02' 41" WEST, ALONG SAID WEST  
LINE, FOR 30.00 FEET;  
THENCE SOUTH 00° 02' 41" WEST, CONTINUING ALONG SAID WEST LINE, FOR 789.82 FEET TO THE  
TRUE POINT OF BEGINNING  
THENCE SOUTH 89° 57' 19" EAST, FOR 275.00 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 30° 58' 53",  
A RADIUS OF 915.00 FEET, AND A LENGTH OF 495.03 FEET (A CHORD WHICH BEARS SOUTH 74°  
27' 21" EAST, FOR 489.01 FEET);  
THENCE SOUTH 58° 57' 26" EAST, FOR 382.62 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 31° 00' 41", A  
RADIUS OF 870.00 FEET, AND A LENGTH OF 470.89 FEET (A CHORD WHICH BEARS SOUTH 74° 27'  
46" EAST, FOR 465.16 FEET);  
THENCE SOUTH 89° 58' 08" EAST, FOR 200.04 FEET;  
THENCE SOUTH 00° 01' 47" WEST, FOR 4032.44 FEET TO A POINT ON THE SOUTH LINE OF SAID  
SECTION 29;  
THENCE SOUTH 89° 50' 17" WEST, ALONG SAID SOUTH LINE, FOR 1722.18 FEET TO THE  
SOUTHWEST CORNER OF SAID SECTION 29;  
THENCE NORTH 00° 00' 51" WEST, FOR 2648.81 FEET TO THE WEST QUARTER CORNER OF SAID  
SECTION 29;  
THENCE NORTH 00° 02' 41" WEST, ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 29,  
FOR 1830.87 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION.

CONTAINING 158.746 ACRES, MORE OR LESS.



**REQUEST FOR NOTIFICATION  
OF SURFACE DEVELOPMENT**

STATE OF COLORADO }  
COUNTY OF ARAPAHOE }

**RME PETROLEUM COMPANY** (formerly known as Union Pacific Resources Company) and/or **RME LAND CORP.** (formerly known as Union Pacific Land Resources Corporation) (collectively referred to herein as "**RME**") are Mineral Estate Owners (as defined in C.R.S. Section 24-65.5-102(5)) underlying the following described lands located in ARAPAHOE County, Colorado (the "Subject Lands"), to-wit:

**Township T4S, Range R65W**  
**Section Sec 29: ALL**

**Parcel Nos.: All surface parcels associated with the referenced legal description**

Pursuant to C.R.S. Section 24-65.5-103(3), RME hereby requests written notification of any and all Applications for Development (as defined in C.R.S. Section 24-65.5-102(2)) and all other proposed surface development activities on the Subject Lands in accordance with the terms of Article 24-65.5, C.R.S. Such notices should be sent to the following addresses:

**RME Petroleum Company**  
**c/o Anadarko Petroleum Corporation**  
**P.O. Box 9149**  
**The Woodlands, Texas 77387-9147**  
Attn: Manager Land, Western Division

AND

**RME Land Corp.**  
**c/o Anadarko Petroleum Corporation**  
**P.O. Box 9149**  
**The Woodlands, Texas 77387-9147**  
Attn: Manager Property and Rights-of-Way

EXECUTED this 24th day of April, 2002.

**RME PETROLEUM COMPANY and RME LAND CORP.**  
(f/k/a Union Pacific Resources Company and Union Pacific Land Resources)

By: James L. Newcomb  
James L. Newcomb  
Attorney-in-Fact for RME PETROLEUM COMPANY and RME LAND CORP.

STATE OF TEXAS }  
COUNTY OF MONTGOMERY }

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by James L. Newcomb, as Attorney-in-Fact for RME Petroleum Company, a Delaware corporation and RME Land Corp., a Nebraska corporation, on behalf of said corporations.

Witness my hand and official seal.

Marjorie J. Hawthorne  
NOTARY PUBLIC, State of Texas  
MARJORIE J. HAWTHORNE  
MY COMMISSION EXPIRES  
January 11, 2006





**City of Aurora  
Council Agenda Commentary**

Item #: 12c

SS: \_\_\_\_\_

1st: \_\_\_\_\_

2nd: \_\_\_\_\_

**Item Title:**

Consideration of an Annexation Agreement Between the City of Aurora and Celo Investments, LLC for a parcel of land located in a portion of the north half of Section 29, Township 4 South, Range 65 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado. (CELO) 19.992 Acres

**Item Initiator:** Rickhoff, Laura - Development Project Manager - General Management

**Staff Source:** Rickhoff, Laura - Development Project Manager - General Management

**City Manager/Deputy City Manager Signature:** Colleen Lindstone

**Outside Speaker:**

**Council Goal:** 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

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

City Council adopted the resolution and first reading of the annexation ordinance regarding the proposed annexation on September 21, 2020.

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

The proposed annexation agreement spells out the respective obligations of the city and the Annexor regarding development of the annexed parcel. These obligations run with the land and will govern subsequent development on the property. The agreement follows the city's model annexation agreement with a few non-substantive changes that staff deem to be acceptable.

**QUESTIONS FOR COUNCIL**

Does City Council wish to approve the attached annexation agreement?

**LEGAL COMMENTS**

A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. Superior v. Midcities Co., 933 P.2d 596 (Colo.1997). This Annexation Agreement memorializes those conditions. The agreement is based upon the City's model agreement. (Rulla)



**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☒ Yes                      ☐ No

Annexation obligates the city to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various development fees paid at time of development, including Capital Impact Fees required for residential development.

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☐ Not Applicable                      ☒ Significant                      ☐ Nominal

Annexation and connection to the city's utility system will permit the property to develop more efficiently than would be possible in Arapahoe County.

**EXHIBITS ATTACHED:**

CELO Annexation Agreement - Executed.pdf  
CELO Annexation Vicinity Map\_City Produced.pdf



## **ANNEXATION AGREEMENT (CELO INVESTMENTS, LLC)**

This Agreement made and entered into this \_\_ day of October, 2020, by and between CELO INVESTMENTS, LLC, a Colorado limited liability company (“Annexor”), and the City of Aurora, a home rule municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado (the “City”).

### **RECITALS**

Annexor owns the property described in Exhibit “A,” attached hereto (the “Property”) and has filed a petition to annex the Property to the City.

In consideration of the foregoing premise and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, IT IS AGREED:

### **1. DEFINITIONS**

**1.1** “Annexor” shall mean and refer to Annexor, and its heirs, successors, assigns, and designees.

**1.2** “Approvals” shall mean any ordinances, resolutions and/or other written instruments as may be required to effect approval of the annexation, this Agreement and any related zoning approvals in a form that is substantially consistent with the applications Petitioner submits in connection with the Petition.

**1.3** “Capital Impact Fee” shall mean the City’s fee established by City Council that shall be levied and assessed on a per-unit basis (residential uses) as a condition of issuance of a building permit for the purpose of defraying the projected impacts on capital facilities of the City caused by proposed development.

**1.4** “City” shall mean the City of Aurora, Colorado.

**1.5** “City Code” shall mean the City Code of the City of Aurora, Colorado.

**1.6** “City Council” shall mean and refer to the City Council of the City.

**1.7** “Crossings” shall mean and refer to all bridges, culverts, or other types of facilities or structures used to cross roadways, drainage ways, or storm drainage areas.

**1.8** “Drainage Master Plan” shall mean the overall plan developed by the Director of the Water Department that addresses various matters relating to storm drainage within the City, including the identification of drainage and flooding problems, the compilation of base data related to rainfall and runoff, proposals for controlling storm water flows, and cost control measures regarding the construction, operation and maintenance of drainage facilities.

**1.9** “Freeboard” shall mean the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could



contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.”

1.10 “Legal Challenge” shall mean either any third party commences any legal proceeding or other action that directly or indirectly challenges the City’s annexation of the Property or the City’s granting of the Approvals; or any third party submits a petition for a referendum seeking to reverse or nullify any of the Approvals.

1.11 “Major Drainage Facility” shall mean those drainage facilities as defined in Section 138-361 of the City Code that provide conveyance or detention of storm water from areas equal to or greater than 160 acres in area as identified in the City’s Drainage Master Plan.

1.12 “Minor Drainage Facility” shall mean those drainage facilities as defined in Section 138-361 of the City Code that provide conveyance or detention of storm water from areas less than 160 acres in area.

1.13 “Park Development Fee” shall mean the City’s fee established by City Council, payable at the time building permit issuance, that the City charges to offset the costs to the City of improvements to public park lands that are required to address the impacts to such parks from development on the Property.

1.14 “Petition” shall mean the Petition for Annexation (CELO Investments, LLC) that Annexor executed on May 28, 2020, and submitted to the City on May 29, 2020.

1.15 “Sewer Interceptor Development Fee” shall mean the City’s fee established City Council, payable at the time of subdivision platting, that the City charges for extension by the City of sewer interceptor lines and other improvements necessary to provide sanitary sewer service to development on the Property.

1.16 “Sewer Interceptor Lines” shall mean and refer to sewer lines larger than twelve inches (12”) in diameter.

1.17 “Siren Fee” shall mean the City’s fee established by City Council, payable at the time of subdivision platting, that the City charges for providing public safety warning sirens to serve the Property.

1.18 “Streets” shall mean and refer to local, residential, commercial, collector, minor, and principal arterial streets, highways, expressways, and roadways.

1.19 “Storm Drainage Development Fee” shall mean the City’s fee established by City Council, payable at the time of subdivision platting, that is levied and assessed upon each vacant and undeveloped lot and parcel of land within the City for the purpose of funding the construction and installation of major facilities in accordance with the Drainage Master Plan.

1.20 “Water Transmission Lines” shall mean and refer to water lines larger than twelve inches (12”) in diameter.



## **2. STREETS**

**2.1** Annexor shall dedicate free and clear of all liens and encumbrances of any kind, all rights-of-way for public streets for the full width thereof, as required by the City. Annexor shall design and fully improve to City standards all public streets within the Property, and one-half of all streets lying on or abutting the exterior boundaries of the Property, without cost to the City. Such dedication of streets shall occur at the time of City approval of each subdivision plat within the Property; however, Annexor agrees to dedicate such rights-of-way at an earlier time when determined by the City to be required for commencement of construction of such streets or for extension of utilities. An earlier dedication shall not relieve Annexor of its obligation to improve streets as provided herein.

**2.2** Annexor agrees to convey to the City an easement in gross adjoining arterials, highways, and expressways to provide necessary cut and fill to establish the grade on a one-foot incline for every three-feet (3') of distance. Said easement shall be released to Annexor at such time as the adjacent property is filled and maintained at grade.

**2.3** Annexor agrees to include the Property in districts or other mechanisms established by the City for improvement of roadways.

**2.4** Annexor will pay or escrow the proportional share of the traffic signalization cost of perimeter and internal streets necessitated by the associated development as determined by an approved traffic impact analysis or by the City traffic engineer at such time as is required by City Code.

## **3. WATER AND SEWER**

**3.1** The Annexor will be required to install Water Transmission Lines, water pump stations, Sewer Interceptor Lines, sewer pump stations, stormsewer infrastructure and required ancillary facilities required to serve the Property in accordance with the most recent respective citywide utility master plan if the infrastructure is not yet in place. Annexor agrees to dedicate all necessary unobstructed right-of-way for utility easements needed for water, sewer and stormwater infrastructure to serve the Property, or for regional infrastructure through or on the Property, per the requirements outlined in Chapter 138 of City Code. Annexor shall grant additional temporary construction easements for installation of water and sewer infrastructure where required by the City. Annexor agrees to develop and provide to the City for review and approval prior to platting of the Property a master utilities plan for the annexed area. The master utilities plan shall describe collection facilities and distribution facilities.

**3.2** Subject to Section 3.3 herein, the City shall provide water and sewer service to the Property after notification of need by Annexor as required for development of the Property but not before the timing identified in the most recent respective water, wastewater or stormwater master plan. Annexor agrees to pay to City all applicable fees per the most recent published fee schedule and timing established therein. The fee amount shall be that in effect at the time of payment. Annexor further agrees to make additional payments on the balance of the sewer interceptor fee as may be required from time to time to extend sewer interceptor lines to serve the Property as needed for development. In the event, however, that the total amount of such fees is insufficient to fund



extension of the line, Annexor shall advance the necessary funds to pay for the total cost to design and construct extension of water transmission and sewer interceptor line extensions. Annexor may proceed under a separate agreement with City for payback of costs in excess of fees.

**3.3** There shall be no duty or obligation upon the City to furnish water or sanitary sewer facilities to the area sought to be annexed until such time as, in the sole discretion of City, sufficient acreage has been annexed and fees paid to pay for extension of water and sewer facilities and to provide services to a sufficient number of inhabitants within the areas so as to make the construction and establishment of such services feasible. The City's obligation to provide water is subject to any water restrictions and rate modifications that the City Council enacts under its general police power including, but not limited to, drought management plans and regulations adopted by the City Council and/or the Director of the Water Department pursuant to City Code.

**3.4** Notwithstanding the fees provided in this Article III, if provision of water and sewer services requires payment of fees or charges to regional or metropolitan service agencies or other third party authorities, Annexor shall provide such funds as and when required by such service agency.

**3.5** Annexor will pay connection fees as are required by the City at the time identified in the most recently published fee schedule. Annexor agrees that all promises of water and sanitary sewer service made by this agreement are subject to any water and sewer tap allocation program of the City, and are uniformly applied subject to any other general restrictions of the City, or regional service agencies, relating to the provision of water and sanitary sewer service.

**3.6** Accompanying the Petition for Annexation, Annexor shall deliver to City copies of a special warranty deed for the non-tributary and not non-tributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath Annexor's Property in the form attached hereto as Exhibit B, along with an affidavit executed by Annexor indicating the original fully executed deed conveying ownership, right and title to the ground water will be delivered to an escrow agent prior to scheduling of the final reading and approval of the annexation by City Council, and which will be delivered to the City upon the effective date of the annexation ordinance thirty (30) days following publication of City Council's final action on the Approvals. In addition to standard warranties of a deed of this type, the special warranty deed shall specifically warrant that the grantor has not divested of any ownership, right or title to the subject non-tributary and not non-tributary ground water prior to its conveyance to the City. The special warranty deed shall be substantially in the form of the sample deed attached hereto, and shall be held in escrow until the annexation is approved by City Council.

**3.7** Annexor grants in perpetuity to the City the sole and exclusive right to claim, own, withdraw, appropriate, and use any and all water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying the Property. Annexor irrevocably consents in perpetuity, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended, to the withdrawal, appropriation, and use by the City of all such water, and agrees to execute any additional or supplemental consents thereto that may be required for the City to withdraw, appropriate, or use said water.



**3.8** Annexor agrees that if it does not have the sole and exclusive right to any or all of the non-tributary and not non-tributary water that lies beneath the Property and for this reason or for other reasons, cannot comply with the requirements set forth in paragraphs 3.6 and 3.7, above, Annexor will satisfy the following requirements:

**3.8.1** Accompanying the Petition, Annexor will deliver to the City an affidavit by the Annexor stating the Annexor's current knowledge of the ownership of the nontributary and not nontributary ground water underlying the Property that cannot be conveyed to the City.

**3.8.2** Prior to the scheduling of the City Council meeting for final reading and approval of the annexation ordinance, Annexor shall deliver the following to the City:

**3.8.2.1** A report containing the following information to be prepared by a person skilled in the knowledge of water rights: 1) the amount of ground water underlying the Property available for appropriation using parameters and information developed by the State Engineer, as well as more site specific information, if available; 2) the amount of ground water underlying the Property that was appropriated prior to July 6, 1973; 3) a description of any decreed rights to ground water underlying the Property and 4) any other information relevant to the use and ownership of the ground water underlying the Property

**3.8.2.2** The monetary value of the ground water underlying the Property that is unavailable to Annexor for conveyance to the City by Special Warranty Deed. This excludes ground water appropriated by entities other than Annexor and within the purview of C.R.S. §§ 37-90-137(5) and 37-90-107(7)(b). The value shall be determined based on the amount of ground water underlying the Property as determined in the report prepared pursuant to subparagraph 3.8.2.1., above, and the ground water values as determined by the Water Department. The ground water values are set forth in the current City of Aurora fee schedule.

**3.8.2.3** For annexations of ten acres or less in total area, the Annexor has the option to satisfy the requirements of subparagraph 3.8.2.1 and 3.8.2.2., above, or pay to the City a sum equal to the values set forth in the current City of Aurora fee schedule.

**3.9** The Director of the Water Department shall make a determination if Annexor has satisfied the requirements set forth in paragraphs 3.5 through 3.8., above, and in his/her sole discretion may modify the requirements if justified by special circumstances.

**3.10** Annexor shall not drill water wells upon the Property without the prior approval of the City Council. To the extent that the City wishes to drill wells on the Property, the location of such wells shall not affect materially the development plan. Annexor agrees to convey necessary easements to City for wells.

#### **4. STORM DRAINAGE**

**4.1** Annexor shall pay the fees required by the most recently published fee schedule and at the timing identified therein.. The amount payable shall be pro rata based upon the total acreage of each plat.



**4.2** In the event Annexor desires to complete the development of any portion of the annexed lands prior to completion of the Major Drainage Facilities by the City, Annexor may make those improvements at its own expense. At its option, and subject to a separate agreement, the City may agree to reimburse Annexor at a future date for Annexor's cost, or a portion thereof, for construction of said improvements.

**4.3** Annexor shall be responsible for the design and construction of Minor Drainage Facilities as identified in the corresponding Major Basin Master Drainage Study, outfall systems plan, or local master drainage study.

**4.4** It shall be the responsibility of Annexor, at its sole expense, to provide adequate drainage, control, and conveyance of storm water as described in Section 138-366 of the City Code. Annexor shall dedicate all land within the 100-year floodplain plus the additional area needed to provide conveyance of runoff for two feet of freeboard above the base flood elevation and/or the channel stability width as identified by Urban Drainage and Flood Control District, whichever is greater including a maintenance trail corridor at the time of platting of any property located adjacent to the floodplain.

## **5. CROSSINGS**

**5.1** The parties mutually agree that whenever it is found and determined by the City that a crossing of drainage way, existing or proposed roadway, railroad, or any impediment to a roadway is required within the Property, the City shall specify design criteria, and Annexor shall construct the crossing, including transition improvements, in conjunction with the development of the Property. The crossings required for the described Property shall be constructed in conformance with City standards.

**5.2** If a crossing is required on the exterior boundary of the Property, Annexor shall be responsible for its proportionate share of the construction cost as determined by the City.

## **6. PUBLIC LAND DEDICATION**

**6.1** Annexor agrees to dedicate land to the City to be used for public purposes, or pay cash-in-lieu of land if required by the City. The dedication of public land intended for parks and open space purposes shall comply with the requirements of the City Code as may be subsequently amended by the City Council. Land dedicated for public uses other than parks and open spaces shall equal one percent (1%) of residentially-zoned property and two percent (2%) of the property zoned non-residential. Dedication of public land for parks and open space purposes shall occur, by subdivision plat or separate document at the discretion of the City, at time of first subdivision plat within the Property or in accordance with timing/phasing requirements specified in a planning document for the Property approved by the City. All dedicated lands shall be platted by Annexor at the time of dedication in accordance with the City's subdivision regulations. The external boundaries of the dedicated land shall be monumented on the ground as required by the City Code.

**6.2** In the event Annexor dedicates land within the Property pursuant to Section 6.1, Annexor shall meet all the standards for acceptance by the City as enumerated herein. All such dedicated or conveyed real property shall be dedicated for the perpetual use and benefit of the public by the dedication language of the relevant subdivision plat or shall be conveyed to the City



by general warranty deed free and clear of mortgages, deeds of trust, and other liens of whatever sort, and be free and clear of other restrictions, reservations, exceptions, covenants, easements, rights-of-way, severed mineral interests and other encumbrances (except easements of record), and other encumbrances or natural conditions, except for those to which the City had no reasonable objection in light of the intended use of the site, at no monetary cost to the City. Said land shall have zoning to permit the intended use.

**6.3** In the event the City requires cash-in-lieu of land dedication pursuant to Section 6.1, Annexor shall pay money to the City in an amount equal to the fair market value of the land required for parks and open spaces. Said fair market value shall be based on the amount of land as if vacant, zoned for the intended use(s) and with public improvements, including but not limited to water, sanitary sewer, storm drainage, streets, curb, gutter and sidewalk, available to the perimeter of the property being valued.

**6.4** Promptly upon applying for any subdivision plat within the Property, the approval of which will trigger any cash-in-lieu of land dedication payment, Annexor shall notify the City and commence negotiations to agree upon the amount of said payment. If available, Annexor shall submit to the City a copy of an appraisal from a certified general appraiser on the subject land current within six months of the date of submittal. If the parties cannot agree upon the amount of any cash-in-lieu payment required by this Agreement, each party shall appoint an appraiser of its choosing, whose fees shall be paid by the appointing party. If the two appraisers thus appointed cannot agree on the amount, they shall jointly appoint a third appraiser whose fees shall be paid half by Annexor and half by the City. The amount shall be the average of the two appraisal amounts (out of three appraisals) that are closest to one another in value. Until the amount is established as provided in this Section 6.4, the City shall not approve the plat that triggers the cash-in-lieu payment at issue to proceed to final approval. The City agrees to respond with reasonable promptness in all matters regarding determination under this Section 6.4 so as to minimize the platting delay, if any, to Annexor.

**6.5** Annexor agrees that if between the time of annexation and subdividing, any of the described Property is rezoned from a nonresidential to a residential classification, or a residential zoned area is rezoned to a higher density, the City may require additional land dedications or cash-in-lieu of land dedication at the time of subdivision platting.

**6.6** To the extent the described Property is to be zoned residential, Annexor shall dedicate land for public schools as required by City Code Section 147-48. All land dedication or cash-in-lieu of land dedication for schools shall be due at the time of the platting of the first residential subdivision. Land dedicated for schools shall comply with the requirements of City Code.

**6.7** Annexor agrees that lands to be dedicated for parks and open spaces and public purposes shall include all site and public improvements including, but not limited to water, sanitary sewer, storm drainage, streets, curb, gutter and sidewalk. Annexor shall install such improvements when determined by the City to be necessary. (Alternatively, if determined by the City at the time of conveyance that the improvements are not needed at that time, then Annexor shall enter into a separate agreement specifying when and how the improvements will be made). No lands to be dedicated for public purposes shall be disturbed by Annexor in any manner to disrupt the natural



landscape, unless first approved by the City. Annexor agrees that all lands donated to the City shall not be used as a borrow pit or fill area. Any sites dedicated for public purposes, but disturbed due to grading of adjacent sites, or lands within the flood plain disturbed due to storm drainage improvements, must be successfully planted or seeded by Annexor with native grasses acceptable to City to prevent erosion.

**6.8** Annexor agrees to pay to City the Park Development Fee.

## **7. URBAN SERVICES**

**7.1** Annexor agrees, pursuant to City Code Section 146-301, that the annexation of the Property to the City shall not create any additional cost or impose additional burden on the existing residents of the City to provide such public facilities and services to the Property after annexation. Annexor agrees that it shall be responsible for mitigating such impacts through compliance with standards and payment of fees that are adopted by the City Council, and that are generally applied and uniform in application to similarly situated properties. The standards and fees will be used to provide adequate public facilities and services to the development. Annexor shall pay the Capital Impact Fee for residential development as established by ordinance for the dwellings to be constructed within the Property.

**7.2** Annexor shall petition for exclusion from any fire protection district that is reflected within the County Assessor's "Certificate of Taxes Due" upon completion of the annexation and approval of zoning. Annexor will use reasonable efforts to complete the exclusion and obtain the exclusion order before the first subdivision plat for the Property is approved by the City. At no cost to the City, the City agrees to cooperate and assist with Annexor's efforts to complete exclusion from the fire protection district. City shall provide fire protection upon exclusion of the Property from the district. It is expressly understood that the City may be unable to provide fire protection to any of the annexed land prior to the installation of required fire hydrants by Annexor.

**7.3** If the area of the herein described annexation lies wholly or partially within a legally constituted water, sanitation, or water and sanitation district, there shall be no obligation on the part of the City to provide such utilities services to the areas within any such district, unless it is done by mutual agreement between the City and such district. However, if requested by the City, Annexor shall petition for exclusion from the district. In the event of exclusion, the City shall assume responsibility for service to the annexed area, and Annexor shall comply with all applicable utilities service provisions contained herein.

**7.4** Annexor shall pay the Siren Fee established by City Council, at the time of subdivision plat approval to be used by the City to fund emergency warning sirens in the area. If requested by City, Annexor shall provide a minimum of ten (10) foot by ten (10) foot easement to locate the siren and tower.

## **8. GENERAL PROVISIONS**

**8.1** Subject to Section 8.5 below, this agreement shall be recorded with the Clerk and Recorder in Arapahoe County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto. Annexor shall have the right to assign or transfer all or any portion of its interest, right, obligations under this



Agreement to third parties acquiring an interest or estate in the Property, or of any improvements now or hereafter located on the Property, provided that to the extent Annexor assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations. The express assumption of any of Annexor's obligations under this Agreement by its assignee or transferee shall, upon written notice to the City, thereby relieve Annexor of any further obligations under this Agreement with respect to the matter so assumed. Annexor shall notify the City of assignments and the names of assignees. Every part of the Property shall at all times remain subject to all the obligations of this Agreement with respect to each and every part of the Property.

**8.2** In order to facilitate construction of improvements and subject to the City's rights of review and approval under the laws of the State of Colorado and the City Code, City will consider the creation of one or more districts including, but not limited to special and general improvement districts authorized pursuant to Title 31, C.R.S., and special districts authorized pursuant to Title 32, C.R.S., to provide for the financing of public improvements. Annexor agrees that any special district established within the Property shall not levy, charge, or collect a sales tax, nor shall such district apply for or request Colorado Conservation Trust Funds as supplemented by the state lottery.

**8.3** By entering into this Agreement, the City does not repeal any existing codes or ordinances, nor does the City intend to waive, limit, or impair its legislative, governmental, or police powers to adopt ordinances and regulations that apply to the Property. No term or provision of this Agreement shall prohibit the enactment by the City Council or future City Councils of any fee, assessment, or ordinance applicable to the Property that is of general application to properties similarly situated.

**8.4** No right or remedy of disconnection of the described Property from the City shall accrue from this Agreement, other than that provided by City Code Section 146-307. In the event the Property or any portion thereof is disconnected at Annexor's request, City shall have no obligation to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property.

**8.5** Pursuant to the terms and conditions of the Petition, neither Annexor nor the City will cause or permit this Agreement to be recorded prior to the 30<sup>th</sup> day after publication following City Council's approval of the final ordinance(s), resolutions and/or other final action(s) granting the Approvals.

**8.5.1** If annexation of the Property, any portion thereof, and/or any of the other Approvals is subjected to a Legal Challenge (whether by referendum or court action), the City and Annexor will be bound during the pendency of the Legal Challenge only by those provision of this Agreement that govern the parties' obligations prior to recording of this Agreement as contemplated in Section 8.1 above; provided, however, all provisions of this Agreement that govern the parties' obligations after recording of this Agreement as contemplated in Section 8.1 above, together with the duties and obligations of each party, shall be suspended pending the outcome of the Legal Challenge.



**8.5.2** If a Legal Challenge results in a final, non-appealable invalidation of the Property's annexation, then this Agreement and all provisions contained herein shall be null and void and of no further effect.

**8.5.3** If a Legal Challenge to any of the other Approvals results in a final, non-appealable invalidation of such Approval(s), the City and Annexor shall cooperate to cure the legal defect that resulted in such invalidation such that annexation of the Property may be made legally effective in accordance with the terms and conditions of the Petition.

**8.5.3.1** Upon such cure this Agreement shall be deemed to be an agreement to annex the Property to the City pursuant to Section 31-12-121 of the Colorado Revised Statutes. As and when the Property becomes eligible for annexation as determined by City, Annexor shall reapply for annexation by submitting a petition for annexation in a form that is materially consistent with the Petition.

**8.5.3.2** If the City and Annexor are unable to cure the legal defect such that annexation of the Property may be made legally effective in accordance with the terms and conditions of the Petition, then the City and the Annexor shall cooperate to execute and record any necessary documents providing that the annexation is not effective.

**8.5.4** If a Legal Challenge to annexation of the Property or to any of the other Approvals results in a final, non-appealable validation of the annexation or other Approvals, Annexor and the City shall be bound by all terms and provisions of this Agreement and, in accordance with the terms of the Petition, this Agreement shall be legally binding on the Property from and after the date on which this Agreement is recorded in pursuant to Section 8.1 above.

**8.6 [Intentionally Deleted]**

**8.7** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**8.8** All fees recited in this Agreement shall be subject to amendment by the City Council. Any amendment to fees shall be incorporated into this Agreement as if originally set forth herein. Nothing in this Agreement shall prevent, prohibit, diminish, or impair the City's home rule governmental authority to adopt fees or regulations to address the impacts of development.

**8.9** Annexor agrees to include the Property in special and general improvement districts as may be organized by the City at any time pursuant to the provisions of Title 31, Article 25, Parts 5 and 6, of the Colorado Revised Statutes.



**8.10** This Agreement, together with the other Approvals, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in the instruments comprising the Approvals. Except with respect to the Petition and the other Approvals, this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided in Section 8.8 above, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. This Agreement may be enforced in any court of competent jurisdiction.

**8.11** This Agreement shall terminate and expire upon the completion of the development of the Property and satisfaction of all the obligations herein. Thereafter, so long as the Property is located within the municipal boundaries of the City, it shall continue to be subject to the charter, ordinances, and rules and regulations of the City.

**8.12** It is expressly understood and agreed that enforcement of the terms and conditions this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, their heirs, successors, and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**8.13** Any and all obligations of the City for water, sewer, and drainage improvements shall be the sole obligation of the City's Utility Enterprise and as such, shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the City within the meaning of any constitutional, statutory, or charter limitation. Any and all obligations of the City for public improvements other than water, sewer, and storm drainage improvements shall be subject to annual appropriation by the City Council.

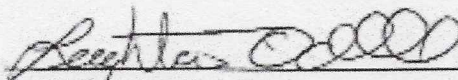
**8.14** In the event of breach or default by the City, the sole remedies hereunder shall be the equitable remedies of specific performance or injunction. Annexor hereby waives any rights to money damages for any such breach or default.



IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.


**ANNEXOR:**

CELO INVESTMENTS, LLC, a Colorado limited liability company

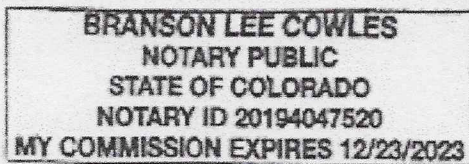
By:   
Name: Leighton Odell  
Title: Manager

STATE OF Colorado )  
COUNTY OF Douglas ) ss

Subscribed and affirmed to before me this 21<sup>st</sup> day of September, 2020 by Leighton Odell as Manager of CELO INVESTMENTS, LLC, a Colorado limited liability company.

  
Notary Public

My commission expires: 12/23/2023




CITY OF AURORA, COLORADO

By \_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

  
BRIAN RULLA, Assistant City Attorney



**EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT**

NORTH HALF, SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,  
COUNTY OF ARAPAHOE, STATE OF COLORADO

LEGAL DESCRIPTION: PROPERTY TO BE ANNEXED

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING ASSUMED TO BEAR S 89°55'23" E FROM THE NORTHWEST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "PLS 13155", TO THE NORTHEAST CORNER OF SAID SECTION 29, BEING MONUMENTED BY A REBAR WITH A 2" ALUMINUM CAP, ILLEGIBLE STAMPING, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, THENCE S 89°16'20" E, A DISTANCE OF 2641.38 FEET TO A POINT BEING 30.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29, BEING THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 84191881, IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING THE NORTHWEST CORNER OF THAT REMAINDER PARCEL AS SHOWN ON THE ANNEXATION MAP OF EASTERN HILLS III, ACCORDING TO CITY OF AURORA CITY COUNCIL ORDINANCE NO. 85-262, WITH AN EFFECTIVE DATE OF 8-22-1986, AND THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY LINES OF SAID REMAINDER PARCEL THE FOLLOWING FOUR (4) COURSES:

1. S 89°55'23" E, ALONG A LINE BEING 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 798.31 FEET;
2. S 00°14'02" W, A DISTANCE OF 1090.42 FEET;
3. N 89°55'14" W, A DISTANCE OF 799.01 FEET;
4. N 00°16'16" E, A DISTANCE OF 1090.39 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 870,853 SQUARE FEET OR 19.992 ACRES, MORE OR LESS.

THOMAS M. GIRARD  
COLORADO PLS 38151  
FOR AND ON BEHALF OF  
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION  
PROJECT: 20-005 DR: J. ANTON  
DATE: 09/08/2020 DS: T. GIRARD  
SHEET 1 OF 2 P.M.



**CORE**  
CONSULTANTS

CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCES  
LAND SURVEYING  
206786-4444  
1600 W. Lincoln Blvd., Ste. 700  
Littleton, CO 80120



# EXHIBIT

NORTH HALF, SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,  
COUNTY OF ARAPAHOE, STATE OF COLORADO

## POINT OF COMMENCEMENT

NW COR. SECTION 29  
T4S, R65W, 6TH P.M.  
FND. REBAR W/ 2-1/2" ALUM CAP  
STAMPED "PLS 13155"

NORTH 1/4 CORNER, SECTION 29  
T4S, R65W, 6TH P.M.  
FOUND REBAR WITH A 3-1/4" BRASS CAP  
STAMPED "CITY OF AURORA LS 15264"  
IN A RANGEBOX

BASIS OF BEARINGS  
NORTH LINE, SECTION 29  
S 89°55'23" E - 5341.47'

EAST JEWELL AVENUE  
60' PUBLIC R.O.W.  
BOOK 1142, PAGE 317

## POINT OF BEGINNING

NW CORNER,  
REC. B4191881

ANNEXATION MAP  
EASTERN HILLS III  
ORDINANCE NO. 85-262  
EFFECTIVE DATE: 8/22/1986

OWNER:  
EH 2002 LLC GEORGE  
MCELROY & ASSOC  
REC. N/A

NW 1/4 SECTION 29  
T4S, R65W, 6TH P.M.



1 inch = 200 ft.

WEST LINE, TASKO ACRES SUB. #1

N0°16'16"E 1090.39'

WEST LINE, NE 1/4 SECTION 29 - S 00°26'19"W

SUBJECT PARCEL  
870,853 S.F.  
±19.992 Ac.

NE 1/4 SECTION 29  
T4S, R65W, 6TH P.M.

N89°55'14"W 799.01'

TASKO ACRES SUB. FILING NO. 1  
REC. 1929919

OWNER: EH 2002 LLC GEORGE MCELROY & ASSOC REC. N/A

S0°14'02"W 1090.42'

ANNEXATION MAP  
EASTERN HILLS III  
ORDINANCE NO. 85-262  
EFFECTIVE DATE: 8/22/1986

OWNER:  
ACJ PARTNERSHIP  
REC. N/A

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION  
PROJECT: 20-005  
DATE: 09/08/2020  
SHEET 2 OF 2

DR: J. ANTON  
DS: T. GIRARD  
P.M.



**CORE**  
CONSULTANTS

CIVIL ENGINEERING  
SURVEYING CONSULTING  
LAND SURVEYING  
3600 W. 11th Ave., Ste. 100  
Boulder, CO 80502



**EXHIBIT B**  
**FORM SPECIAL WARRANTY DEED**

**SPECIAL WARRANTY DEED**

This Deed is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, whose address is \_\_\_\_\_, \_\_\_\_\_ County, Colorado \_\_\_\_\_ ("Grantor") and the City of Aurora, Colorado, a Colorado municipal corporation of the State of Colorado, acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Arapahoe County, Colorado 80012 ("Aurora").

**WITNESSETH**

That Grantor for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by Aurora, the receipt, adequacy, and sufficiency of which is hereby acknowledged, hereby sells and conveys to Aurora the following real property, being water rights and rights to water that are located in the County of \_\_\_\_\_, State of Colorado, to wit:

All ground water from non-tributary and not non-tributary sources in the Dawson (A.K.A. Dawson-Arkose), Denver, Arapahoe and Laramie-Fox Hills Aquifers, including but not limited to water and water rights in any upper and lower aquifers, if any such aquifers are so subdivided, lying under approximately \_\_\_\_\_ acres of land owned by the Grantor, being more particularly described in Exhibit \_\_\_\_\_ attached hereto and made a part hereof. This grant includes any water and water rights decreed in Water Division 1, Case No. \_\_\_\_\_ or water permitted under Well Permit No. \_\_\_\_\_ or Ground Water Commission Permit No. \_\_\_\_\_. [References to Water Court Case No.s, Well Permit No.s, or Ground Water Commission Permit No.s should be included if applicable].

Together with all appurtenances and the Grantor warrants the title to the same against all persons claiming under it, forever, provided; however, Grantor does not warrant the quantity or quality of water available through the exercise of the above conveyed water rights and rights to water. Grantor further specifically warrants that it has not divested itself of the subject non-tributary and not non-tributary water rights and right to water prior to its conveyance to the City.



In witness hereof, the Grantor has executed this Deed on the date set forth herein above.

GRANTOR:

STATE OF \_\_\_\_\_ )

)ss

COUNTY OF \_\_\_\_\_ )

The foregoing Special Warranty Deed was acknowledged before me by \_\_\_\_\_,  
Grantor.

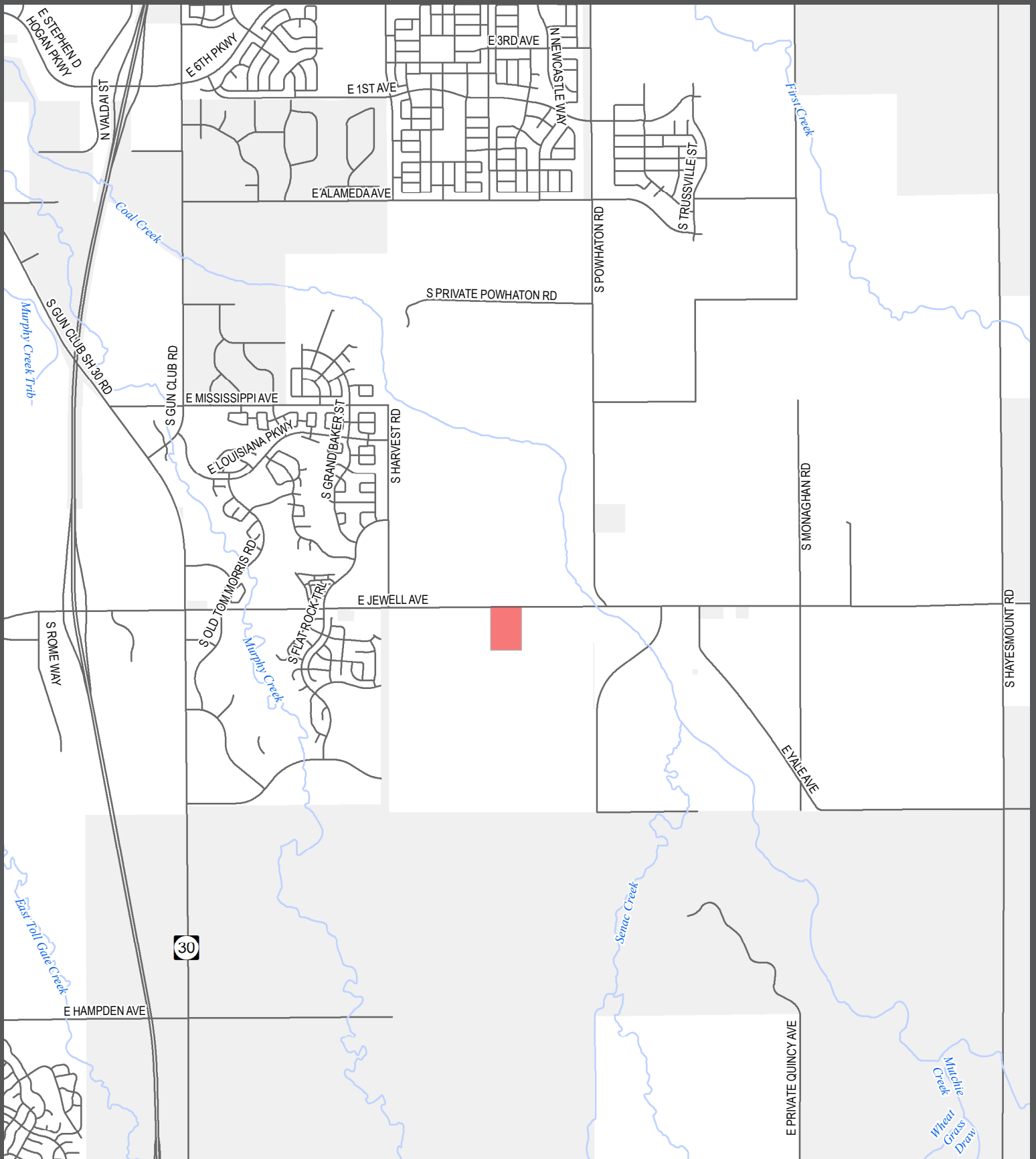
Witness my hand and seal affixed on this day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]





## Planning & Development Services

15151 E. Alameda Parkway  
Aurora CO 80012 USA  
AuroraGov.org  
303.739.7250  
GIS@auroragov.org

## City of Aurora, Colorado

O'Dell Annexation Vicinity Map

May 4, 2020



### Legend

- O'Dell Annexation
- Creeks
- Other Jurisdictions

October 5, 2020 Council Meeting, Page 463





## City of Aurora Council Agenda Commentary

Item #: 13a  
SS: 8/24/20  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

<b>Item Title:</b> Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, Amending Chapter 2 of the City Code Pertaining to Legislative Lobbying Prohibitions for Aurora Fire Rescue and Aurora Police Department Ordinance <b>2020-38, Introduced 7-3 (Bergan, Berzins, Gruber voting no) at the September 21, 2020 Council meeting.</b>
<b>Item Initiator:</b> Carrel, Danelle - Administrative Supervisor - Police
<b>Staff Source:</b> Rodgers, Nancy - Deputy City Attorney - City Attorney
<b>City Manager/Deputy City Manager Signature:</b> James Twombly
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

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

- |  |  |
|--|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session                   | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting      | <input type="checkbox"/> Information Only                            |

### PREVIOUS ACTIONS OR REVIEWS:

#### Policy Committee

Name: Public Safety, Courts and Civil Service Policy Committee

Meeting Date: 08/13/2020

Actions Taken: ☐ Recommends ☐ Do Not Recommend

- |  |
|--|
| <input type="checkbox"/> Minutes Attached                            |
| <input checked="" type="checkbox"/> Minutes Not Available            |
| <input checked="" type="checkbox"/> Forwarded without Recommendation |
| <input type="checkbox"/> Recommendation Report Attached              |

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

Following a presentations at the PSCCS meeting on July 30, 2020, Council member Gardner requested staff prepare an ordinance pertaining to lobbying activities and organizational memberships with groups that have a lobbying component as an organizational mission. The ordinance was included on the consent calendar for PSCCS committee on August 13, 2020, and was moved forward to Council for formal consideration.

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

The proposed ordinance would prohibit APD and AFR from expending any funds, staff time, or personnel time to lobbying, to including memberships to organizations who lobby, without explicit direction from City Council, provided through the City Manager.



### QUESTIONS FOR COUNCIL

Does the Council support moving this matter forward to the next available regular meeting for formal consideration?

### LEGAL COMMENTS

The City Council shall have all the legislative power of the city and all powers of a home rule city not specifically limited by the Colorado Constitution and not specifically limited or conferred upon others by this Charter. Charter, Sec. 3-9.

It is the City Manager who exercises supervision and control over the administrative departments of the City. Charter, Sec. 7-4.

The Council is prohibited from giving orders to any employee of the City. Charter, Sec. 3-10.

City Charter requires that Council deal with that portion of the administrative service for which the city manager is responsible through the manager. Charter, Sec. 3-10.

For the Police Department and Aurora Fire Rescue, the rules governing the conduct of police officers, firefighters, and other APD/AFR employees are set forth in written rules and regulations by the Chiefs, with the approval of the City Manager or a designee. Charter, 3-14(8).

However, Charter doesn't specifically prohibit the adoption by Council of a policy requirement when that policy is set forth by ordinance. Council is allowed to act by ordinance, resolution or motion.

Charter, Sec. 5-1. (Rodgers)

### PUBLIC FINANCIAL IMPACT *(If Yes, EXPLAIN)*

☐ Yes ☒ No

No

### PRIVATE FISCAL IMPACT *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

N/A

### EXHIBITS ATTACHED:

20.01.113 - M - Lobbying Ord Position.pdf

Gardner - Legislative Lobbying Version 2.0 (1) (NCR edits).pdf

Memo to Council- Ordinance Membership Organizations.pdf



ORDINANCE NO. 2020- \_\_\_\_

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 2 OF THE CITY CODE BY ADDING TWO NEW CODE SECTIONS, SECTION 2-239 AND SECTION 2-435 EACH PERTAINING TO LEGISLATIVE LOBBYING PROHIBITIONS FOR AURORA FIRE RESCUE AND THE AURORA POLICE DEPARTMENT

WHEREAS, City Council hereby determines that legislative lobbying is a purely legislative function solely within their purview and that no delegation, in any degree, to the City Manager nor to Department Heads should be inferred from any City ordinances; and

WHEREAS, City Council desires to leave no doubt that legislative lobbying does not fall within the powers of the Chiefs of the Police Department or the Fire Department, not even in the furthest penumbra interpreting their powers and duties absent a specific written authorization from Council to do so.

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 by adding a new section, Section 2-239 of the City Code entitled Legislative lobbying prohibition, which new section shall now read as follows:

Sec. 2-239 – Legislative lobbying prohibition

Legislative lobbying is a matter and a power entirely and exclusively within the sole province of City Council. Absent explicit direction from City Council, transmitted in writing through the City Manager, the Aurora Fire Department shall expend no funds from whatever source derived, nor shall they expend any staff time or personnel time, lobbying any local, state, or federal legislative body, directly or indirectly, nor shall the Department pay any membership dues to any organization which has a legislative lobbying component to that organization's mission. No member of the Fire Department is authorized to enter into any agreement on behalf of the Department or the City for any lobbying services absent express written permission from City Council transmitted through the City Manager.

Section 2. The City Code of the City of Aurora, Colorado, is hereby amended by adding a new section, Section 2-435 of the City Code entitled Legislative lobbying prohibition, which new section shall now read as follows:



Sec. 2-435 – Legislative lobbying prohibition

Legislative lobbying is a matter and a power entirely and exclusively within the sole province of City Council. Absent explicit direction from City Council, transmitted in writing through the City Manager, the Aurora Police Department shall expend no funds from whatever source derived, nor shall they expend any staff time or personnel time, lobbying any local, state, or federal legislative body, directly or indirectly, nor shall the Department pay any membership dues to any organization which has a legislative lobbying component to that organization's mission. No member of the Police Department is authorized to enter into any agreement on behalf of the Department or the City for any lobbying services absent express written permission from City Council transmitted through the City Manager.

Section 3. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. All acts, orders, resolutions, ordinances, or parts thereof, 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 \_\_\_\_\_, 2020.

PASSED AND ORDERED PUBLISHED this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
Susan Barkman, Interim City Clerk

APPROVED AS TO FORM:



*David Lathers*

DAVID LATHERS, Senior Assistant City Attorney





To: Honorable Mayor and Members of Aurora City Council  
From: Fire Chief Fernando M. Gray, Sr.  
Through: Deputy City Manager Jason Batchelor  
Date: August 19, 2020  
Subject: **Ordinance related to Membership Organizations**

---

Aurora Fire Rescue (AFR) has memberships with several regional and national organizations. None of the organizations that we belong focus on lobbying. The department pursued membership within these organizations for their primary mission which is to ensure that firefighters have the requisite training, leadership education and support resources to assist in mitigating fires, medical emergencies, and natural/man-made disasters. This approach provides a network of fire-service subject matter experts and access to fire-service industry information that allows the department to provide outstanding service to the community while keeping our personnel as safe as possible.

Aurora Fire Rescue will request permission to continue memberships with the International City/County Management Association, International Association of Fire Chiefs, National Fire Protection Association, and Colorado State Fire Chiefs if this ordinance passes. The resources provided through these combined entities assist the department in implementing best practices and have been an instrumental component in the development of life-safety programs. In addition, utilizing the data obtained from these resources has assisted the department in developing grant proposals that have resulted in the successful acquisition of over \$4 million in federal grant funding over the last two years. These membership organizations are a primary resource in the fire service and a department and community attempting to operate without them is at a huge disadvantage.



## Office of the Chief of Police Memorandum

To: Honorable Mayor and Members of Aurora City Council

Through: Jason Batchelor, Deputy City Manager

From: Vanessa Wilson, Chief of Police

Date: August 19, 2020

Re: Membership Organizations related to Lobbying Ban Ordinance

---

The Aurora Police Department will be requesting permission to continue membership with the Internal Association of Chiefs of Police, Major Cities Chief's Association, Colorado Association of Chiefs of Police, and Metro Chiefs Association.

It should be noted the Aurora Police Department does not actively engage in lobbying efforts associated with any of these organizations. There is a representative from command staff that attended CACP meetings and may receive information about legislation, but the APD does not participate in testimony on bills or in advocacy on bills unless specifically authorized by FSIR or Council and then would support the position approved by FSIR or Council. A good example of this is efforts by the state to block local legislation on red light cameras when the City still had its red-light camera program. APD was an opponent of efforts to restrict local authority on this issue.

There are great benefits of these organizations, separate and distinct from their lobbying efforts. All of these groups offer the Aurora Police Department the opportunity to belong to groups so that we may learn best practices, share information, involve ourselves in executive leadership development, organizational training, and a host of other positive opportunities. Lobbying efforts of these organizations may occur but are not the primary focus of the associations or the Aurora Police Department's participation in this organizations. Removing APD from these organizations will be detrimental to the department is its effort to move forward with best practices within the profession for this agency.

**IACP:** The International Association of Chiefs of Police (IACP) has more than 31,000 members in over 165 countries. Its benefits include:

- Network with more than 30,000 criminal justice professionals from over 150 countries around the world providing opportunities to both acquire and share information.
- Quick and easy access to research papers, consent decrees, presentations from past trainings and conferences.
- Access to model policies drafted based on best practices through the nation
- Training and professional development – both focused on specific areas and general training on leadership, community policing, wellness, de-escalation.
- Conferences (membership provide discounts)



- Annual conferences
- Drugs, Alcohol & Impaired Driving
- Technology Conference
- Legal advisors conference
- IACP's professional magazine, *Police Chief*, and access additional online-only articles.
- Daily news briefing and information about global news and issues relevant to law enforcement through, for example, IACP's "The Lead"

**Major Cities Chiefs (MCCA).** MCAA is a professional organization of police executives representing the largest cities in the United States and Canada. The MCCA provides a unique forum for urban police, sheriffs and other law enforcement chief executives to discuss common problems, to share information and problem-solving strategies. The benefits of belonging to the MCAA are:

- Executive training for its members
- Chiefs/Sheriffs receive up-to-date information on the latest topics in the fields of policing, executive leadership and criminal justice legislation.
- In conjunction with the FBI and other criminal justice organizations, the MCAA conducts occasional studies on issues of national concern.
  - For example, a Human Resources Subcommittee annual study has included the impact of the Americans with Disabilities Act and Recruitment and Hiring.
- MCAA has beneficial subcommittees for other law enforcement professional:
  - Financial Managers,
  - Technology Committee,
  - Intelligence Commanders, and
  - Legal Advisors.
- Copies of all research reports are made available free of charge to members of the Major Cities Chiefs.
- Information is also shared with other police agencies and researchers to improve their understanding of the crime problems facing large cities.

**CACP:** The Colorado Association of Chiefs of Police is a professional organization of police executives representing criminal justice organizations in Colorado. The benefits of belonging to the Colorado Association of Chiefs of Police are:

- Direct contact with all law enforcement executives in Colorado for Colorado-specific issues
- Providing free or discounted educational opportunities.
- Providing access to other members knowledge and resources through a community forum
- Regular electronic newsletter
- Employment notices and help with recruitment efforts
- Professional Standards Program and Law Enforcement Executive Certification
- Mid-year and annual conference

**Metro Chiefs of Police:** The Metro Chiefs of Police group is an association of metro police chiefs who meet to discuss issues that are relevant to the metro Denver area. This association includes topics of conversation and training that is relevant to all metro agencies.





## City of Aurora Council Agenda Commentary

Item #: 14a

SS: \_\_\_\_\_

1st: \_\_\_\_\_

2nd: \_\_\_\_\_

**Item Title:**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Aurora Police Department's Membership in the International Association of Chiefs of Police

**Item Initiator:** Carrel, Danelle - Administrative Supervisor - Police

**Staff Source:** Rodgers, Nancy - Deputy City Attorney - City Attorney

**City Manager/Deputy City Manager Signature:** Colleen Lindstone

**Outside Speaker:** Sponsored by Councilmember Gruber

**Council Goal:** 2012: 1.0--Assure a safe community for people

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

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

With the expected passage of Ordinance 20-38, Councilmember Gruber requested staff prepare resolutions approving membership in specific organizations identified by the APD in its back up for Ord. 20-28.

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

This resolution would permit the APD to expend funds to permit its employees, as the Chief determined appropriate, to be members in the International Association of Chiefs of Police. The authority granted by this resolution would be in effect for two (2) years from the effective date of the resolution.

### **QUESTIONS FOR COUNCIL**

Does Council approve this resolution?

### **LEGAL COMMENTS**

The council shall have power to make and publish from time to time ordinances and to approve resolutions not inconsistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or city Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city. City Code Section 2-32. (Rodgers)



**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

20.01.139 - M - Resolution for Membership Organizations.pdf  
Resolution - Approval for APD - IACP.pdf



RESOLUTION NO. R2020- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE AURORA POLICE DEPARTMENT'S MEMBERSHIP IN THE  
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE

WHEREAS, on October 5, 2020, City Council approved Ordinance 2020-38, which requires City Council to approve the payment of membership dues by the Aurora Police Department ("APD") to any organization which has a legislative lobbying component to that organization's mission; and

WHEREAS, City Council believes that International Association of Chiefs of Police ("IACP") provides valuable benefits for the employees of the APD; and

WHEREAS, City Council desires to permit employees of APD to join the IACP, pending proper approval from the Chief or the Chief's designee.

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

Section 1. The City Council authorizes the Aurora Police Department to pay for memberships dues, as the Chief or the Chief's designee determines appropriate, for its employees to join the International Association of Chiefs of Police.

Section 2. The authorization shall be in effect for two (2) years from the effective date of this resolution.

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_. 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
NANCY C. RODGERS, Deputy City Attorney



## Office of the Chief of Police Memorandum

To: Honorable Mayor and Members of Aurora City Council

Through: Jason Batchelor, Deputy City Manager

From: Vanessa Wilson, Chief of Police

Date: September 23, 2020

Re: Ordinance Related to Membership Organizations

---

The Aurora Police Department will be requesting permission to continue membership with the International Association of Chiefs of Police (IACP), Major Cities Chief's Association (MCCA), and Colorado Association of Chiefs of Police (CACP).

It should be noted the Aurora Police Department **does not actively engage** in lobbying efforts associated with any of these organizations. There is a representative from command staff that attends CACP meetings and may receive information about legislation, but the APD does not participate in testimony on bills or in advocacy on bills unless specifically authorized by FSIR or Council and then would support the position approved by FSIR or Council. A good example of this is efforts by the state to block local legislation on red light cameras when the City still had its red-light camera program. APD was an opponent of efforts to restrict local authority on this issue.

There are great benefits of these organizations, separate and distinct from their lobbying efforts. All of these groups offer the Aurora Police Department the opportunity to belong to groups so that we may learn best practices, share information, involve ourselves in executive leadership development, organizational training, and a host of other positive opportunities. Lobbying efforts of these organizations may occur but are not the primary focus of the associations or the Aurora Police Department's participation in these organizations. Removing APD from these organizations will be detrimental to the department in its effort to move forward with best practices within the profession for this agency.

**International Association of Chiefs of Police (IACP):** The International Association of Chiefs of Police (IACP) has more than 31,000 members in over 165 countries. Its benefits include:

- Network with more than 30,000 criminal justice professionals from over 150 countries around the world providing opportunities to both acquire and share information.
- Quick and easy access to research papers, consent decrees, presentations from past trainings and conferences.
- Access to model policies drafted based on best practices through the nation
- Training and professional development – both focused on specific areas and general training on leadership, community policing, wellness, de-escalation.
- Conferences (membership provide discounts)



- Annual conferences
- Drugs, Alcohol & Impaired Driving
- Technology Conference
- Legal advisors conference
- IACP's professional magazine, *Police Chief*, and access additional online-only articles.
- Daily news briefing and information about global news and issues relevant to law enforcement through, for example, IACP's "The Lead"

**Major Cities Chiefs Association (MCCA).** MCCA is a professional organization of police executives representing the largest cities in the United States and Canada. The MCCA provides a unique forum for urban police, sheriffs and other law enforcement chief executives to discuss common problems, to share information and problem-solving strategies. The benefits of belonging to the MCAA are:

- Executive training for its members
- Chiefs/Sheriffs receive up-to-date information on the latest topics in the fields of policing, executive leadership and criminal justice legislation.
- In conjunction with the FBI and other criminal justice organizations, the MCAA conducts occasional studies on issues of national concern.
  - For example, a Human Resources Subcommittee annual study has included the impact of the Americans with Disabilities Act and Recruitment and Hiring.
- MCAA has beneficial subcommittees for other law enforcement professional:
  - Financial Managers,
  - Technology Committee,
  - Intelligence Commanders, and
  - Legal Advisors.
- Copies of all research reports are made available free of charge to members of the Major Cities Chiefs.
- Information is also shared with other police agencies and researchers to improve their understanding of the crime problems facing large cities.

**Colorado Association of Chiefs of Police (CACP):** The Colorado Association of Chiefs of Police is a professional organization of police executives representing criminal justice organizations in Colorado. The benefits of belonging to the Colorado Association of Chiefs of Police are:

- Direct contact with all law enforcement executives in Colorado for Colorado-specific issues
- Providing free or discounted educational opportunities.
- Providing access to other members knowledge and resources through a community forum
- Regular electronic newsletter
- Employment notices and help with recruitment efforts
- Professional Standards Program and Law Enforcement Executive Certification
- Mid-year and annual conference





## City of Aurora Council Agenda Commentary

Item #: 14b

SS: \_\_\_\_\_

1st: \_\_\_\_\_

2nd: \_\_\_\_\_

**Item Title:**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Aurora Police Department's Membership in the Major Cities Chiefs Association

**Item Initiator:** Carrel, Danelle - Administrative Supervisor - Police

**Staff Source:** Rodgers, Nancy - Deputy City Attorney - City Attorney

**City Manager/Deputy City Manager Signature:** Colleen Lindstone

**Outside Speaker:** Sponsored by Councilmember Gruber

**Council Goal:** 2012: 1.0--Assure a safe community for people

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

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

With the expected passage of Ordinance 20-38, Councilmember Gruber requested staff prepare resolutions approving membership in specific organizations identified by the APD in its back up for Ord. 20-28.

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

This resolution would permit the APD to expend funds to permit its employees, as the Chief determined appropriate, to be members in the Major Cities Chiefs Association. The authority granted by this resolution would be in effect for two (2) years from the effective date of the resolution.

### **QUESTIONS FOR COUNCIL**

Does Council approve this resolution?

### **LEGAL COMMENTS**

The council shall have power to make and publish from time to time ordinances and to approve resolutions not inconsistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or city Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city. City Code Section 2-32. (Rodgers)



**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes      ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable      ☐ Significant      ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

20.01.139 - M - Resolution for Membership Organizations.pdf  
Resolution - Approval for APD - MCCA.pdf



RESOLUTION NO. R2020- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE AURORA POLICE DEPARTMENT'S MEMBERSHIP IN  
THE MAJOR CITY CHIEFS ASSOCIATION

WHEREAS, on October 5, 2020, City Council approved Ordinance 2020-38, which requires City Council to approve the payment of membership dues by the Aurora Police Department ("APD") to any organization which has a legislative lobbying component to that organization's mission; and

WHEREAS, City Council believes that the Major City Chiefs Association ("MCCA") provides valuable benefits for the employees of the APD; and

WHEREAS, City Council desires to permit employees of APD to join the MCAA, pending proper approval from the Chief or the Chief's designee.

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

Section 1. The City Council authorizes the Aurora Police Department to pay for memberships dues, as the Chief or the Chief's designee determines appropriate, for its employees to join the Major City Chiefs Association.

Section 2. The authorization shall be in effect for two (2) years from the effective date of this resolution.

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_. 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
NANCY C. RODGERS, Deputy City Attorney



## Office of the Chief of Police Memorandum

To: Honorable Mayor and Members of Aurora City Council

Through: Jason Batchelor, Deputy City Manager

From: Vanessa Wilson, Chief of Police

Date: September 23, 2020

Re: Ordinance Related to Membership Organizations

---

The Aurora Police Department will be requesting permission to continue membership with the International Association of Chiefs of Police (IACP), Major Cities Chief's Association (MCCA), and Colorado Association of Chiefs of Police (CACP).

It should be noted the Aurora Police Department **does not actively engage** in lobbying efforts associated with any of these organizations. There is a representative from command staff that attends CACP meetings and may receive information about legislation, but the APD does not participate in testimony on bills or in advocacy on bills unless specifically authorized by FSIR or Council and then would support the position approved by FSIR or Council. A good example of this is efforts by the state to block local legislation on red light cameras when the City still had its red-light camera program. APD was an opponent of efforts to restrict local authority on this issue.

There are great benefits of these organizations, separate and distinct from their lobbying efforts. All of these groups offer the Aurora Police Department the opportunity to belong to groups so that we may learn best practices, share information, involve ourselves in executive leadership development, organizational training, and a host of other positive opportunities. Lobbying efforts of these organizations may occur but are not the primary focus of the associations or the Aurora Police Department's participation in these organizations. Removing APD from these organizations will be detrimental to the department in its effort to move forward with best practices within the profession for this agency.

**International Association of Chiefs of Police (IACP):** The International Association of Chiefs of Police (IACP) has more than 31,000 members in over 165 countries. Its benefits include:

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- Access to model policies drafted based on best practices through the nation
- Training and professional development – both focused on specific areas and general training on leadership, community policing, wellness, de-escalation.
- Conferences (membership provide discounts)



- Annual conferences
- Drugs, Alcohol & Impaired Driving
- Technology Conference
- Legal advisors conference
- IACP's professional magazine, *Police Chief*, and access additional online-only articles.
- Daily news briefing and information about global news and issues relevant to law enforcement through, for example, IACP's "The Lead"

**Major Cities Chiefs Association (MCCA).** MCCA is a professional organization of police executives representing the largest cities in the United States and Canada. The MCCA provides a unique forum for urban police, sheriffs and other law enforcement chief executives to discuss common problems, to share information and problem-solving strategies. The benefits of belonging to the MCAA are:

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- In conjunction with the FBI and other criminal justice organizations, the MCAA conducts occasional studies on issues of national concern.
  - For example, a Human Resources Subcommittee annual study has included the impact of the Americans with Disabilities Act and Recruitment and Hiring.
- MCAA has beneficial subcommittees for other law enforcement professional:
  - Financial Managers,
  - Technology Committee,
  - Intelligence Commanders, and
  - Legal Advisors.
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- Information is also shared with other police agencies and researchers to improve their understanding of the crime problems facing large cities.

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- Providing free or discounted educational opportunities.
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- Regular electronic newsletter
- Employment notices and help with recruitment efforts
- Professional Standards Program and Law Enforcement Executive Certification
- Mid-year and annual conference





**City of Aurora  
Council Agenda Commentary**

Item #: 14c  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Aurora Police Department's Membership in the Colorado association of Chiefs of Police

**Item Initiator:** Carrel, Danelle - Administrative Supervisor - Police

**Staff Source:** Rodgers, Nancy - Deputy City Attorney - City Attorney

**City Manager/Deputy City Manager Signature:** Colleen Lindstone

**Outside Speaker:** Sponsored by Councilmember Gruber

**Council Goal:** 2012: 1.0--Assure a safe community for people

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

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

With the expected passage of Ordinance 20-38, Councilmember Gruber requested staff prepare resolutions approving membership in specific organizations identified by the APD in its back up for Ord. 20-28.

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

This resolution would permit the APD to expend funds to permit its employees, as the Chief determined appropriate, to be members in the Colorado Association of Chiefs of Police. The authority granted by this resolution would be in effect for two (2) years from the effective date of the resolution.

**QUESTIONS FOR COUNCIL**

Does Council approve this resolution?

**LEGAL COMMENTS**

The council shall have power to make and publish from time to time ordinances and to approve resolutions not inconsistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or city Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city. City Code Section 2-32. (Rodgers)



**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

20.01.139 - M - Resolution for Membership Organizations.pdf  
Resolution - Approval for APD - CACP.pdf



RESOLUTION NO. R2020- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE AURORA POLICE DEPARTMENT'S MEMBERSHIP IN  
THE COLORADO ASSOCIATION OF CHIEFS OF POLICE

WHEREAS, on October 5, 2020, City Council approved Ordinance 2020-38, which requires City Council to approve the payment of membership dues by the Aurora Police Department ("APD") to any organization which has a legislative lobbying component to that organization's mission; and

WHEREAS, City Council believes that the Colorado Association of Chiefs of Police ("CACP") provides valuable benefits for the employees of the APD; and

WHEREAS, City Council desires to permit employees of APD to join the CACP, pending proper approval from the Chief or the Chief's designee.

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

Section 1. The City Council authorizes the Aurora Police Department to pay for memberships dues, as the Chief or the Chief's designee determines appropriate, for its employees to join the Colorado Association of Chiefs of Police.

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_. 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
NANCY C. RODGERS, Deputy City Attorney



## Office of the Chief of Police Memorandum

To: Honorable Mayor and Members of Aurora City Council

Through: Jason Batchelor, Deputy City Manager

From: Vanessa Wilson, Chief of Police

Date: September 23, 2020

Re: Ordinance Related to Membership Organizations

---

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- Access to model policies drafted based on best practices through the nation
- Training and professional development – both focused on specific areas and general training on leadership, community policing, wellness, de-escalation.
- Conferences (membership provide discounts)



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- Technology Conference
- Legal advisors conference
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  - Technology Committee,
  - Intelligence Commanders, and
  - Legal Advisors.
- Copies of all research reports are made available free of charge to members of the Major Cities Chiefs.
- Information is also shared with other police agencies and researchers to improve their understanding of the crime problems facing large cities.

**Colorado Association of Chiefs of Police (CACP):** The Colorado Association of Chiefs of Police is a professional organization of police executives representing criminal justice organizations in Colorado. The benefits of belonging to the Colorado Association of Chiefs of Police are:

- Direct contact with all law enforcement executives in Colorado for Colorado-specific issues
- Providing free or discounted educational opportunities.
- Providing access to other members knowledge and resources through a community forum
- Regular electronic newsletter
- Employment notices and help with recruitment efforts
- Professional Standards Program and Law Enforcement Executive Certification
- Mid-year and annual conference





**City of Aurora  
Council Agenda Commentary**

Item #: 14d  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

<b>Item Title:</b> Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving Aurora Fire Rescue's Membership in the International Association of Fire Chiefs
<b>Item Initiator:</b> Payan, Roberta - Administrative Specialist - Fire
<b>Staff Source:</b> Rodgers, Nancy - Deputy City Attorney - City Attorney
<b>City Manager/Deputy City Manager Signature:</b> Colleen Lindstone
<b>Outside Speaker:</b> Sponsored by Councilmember Gruber
<b>Council Goal:</b> 2012: 1.0--Assure a safe community for people

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

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

With the expected passage of Ordinance 20-38, Councilmember Gruber requested staff prepare resolutions approving membership in specific organizations identified by AFR in its back up for Ord. 20-28.

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

This resolution would permit AFR to expend funds to permit its employees, as the Chief determined appropriate, to be members in the International Association of Fire Chiefs. The authority granted by this resolution would be in effect for two (2) years from the effective date of the resolution.

**QUESTIONS FOR COUNCIL**

Does Council approve this resolution?

**LEGAL COMMENTS**

The council shall have power to make and publish from time to time ordinances and to approve resolutions not inconsistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or city Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city. City Code Section 2-32. (Rodgers)



**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes      ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable      ☐ Significant      ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

Memo to Council- Update - Ordinance related to Membership Organizations.pdf  
Resolution - Approval for AFR - IAFC.pdf



RESOLUTION NO. R2020- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING AURORA FIRE RESCUE'S MEMBERSHIP IN  
THE INTERNATIONAL ASSOCIATION OF FIRE CHIEFS

WHEREAS, on October 5, 2020, City Council approved Ordinance 2020-38, which requires City Council to approve the payment of membership dues by Aurora Fire Rescue ("AFR") to any organization which has a legislative lobbying component to that organization's mission; and

WHEREAS, City Council believes that the International Association of Fire Chiefs ("IAFC") provides valuable benefits for the employees of AFR; and

WHEREAS, City Council desires to permit employees of AFR to join the IAFC, pending proper approval from the Chief or the Chief's designee.

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

Section 1. The City Council authorizes Aurora Fire Rescue to pay for memberships dues, as the Chief or the Chief's designee determines appropriate, for its employees to join the International Association of Fire Chiefs.

Section 2. The authorization shall be in effect for two (2) years from the effective date of this resolution.

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_. 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
NANCY C. RODGERS, Deputy City Attorney





To: Honorable Mayor and Members of Aurora City Council  
From: Fire Chief Fernando M. Gray, Sr.  
Through: Deputy City Manager Jason Batchelor  
Date: September 23, 2020  
Subject: **Update - Ordinance related to Membership Organizations**

---

Aurora Fire Rescue (AFR) has memberships with several regional and national organizations. **None of the organizations that we belong focus on lobbying.** The department pursued membership within these organizations for their primary mission which is to ensure that firefighters have the requisite training, leadership education and support resources to assist in mitigating fires, medical emergencies, and natural/man-made disasters. This approach provides a network of fire-service subject matter experts and access to fire-service industry information that allows the department to provide outstanding service to the community while keeping our personnel as safe as possible.

Aurora Fire Rescue requests permission to continue memberships with the International Association of Fire Chiefs, National Fire Protection Association, and Colorado State Fire Chiefs if this ordinance passes. The resources provided through these combined entities assist the department in implementing new innovative approaches and have been an instrumental component in the development of life-safety programs. In addition, utilizing the data obtained from these resources has assisted the department in developing grant proposals based upon national best practices that have resulted in the successful acquisition of over \$4 million in federal grant funding over the last two years. These membership organizations are a primary resource in the fire service and a department and community attempting to operate without them is at a huge disadvantage.

Attached please find a document that provides descriptive information related to the respective organizations.



## **Brief Description of Each Membership Organization**

### **International Association of Fire Chiefs (IAFC)**

The International Association of Fire Chiefs (IAFC) is a network of more than 12,000 fire chiefs and emergency officers. Members are the world's leading experts in firefighting, emergency medical services, terrorism response, hazardous materials spills, natural disasters, search and rescue, and public safety policy. The mission of the organization is to provide resources to current and future career, volunteer, fire-rescue and EMS chiefs, chief fire officers, company officers and managers of emergency service organizations throughout the international community through vision, information, education, services and representation to enhance their professionalism and capabilities. Since 1873, the IAFC has provided a forum for fire and emergency service leaders to exchange ideas, develop professionally and uncover the latest services available to first responders.

### **National Fire Protection Association (NFPA)**

The National Fire Protection Association (NFPA) is a global self-funded nonprofit organization, established in 1896, devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards. NFPA delivers information and knowledge through more than 300 consensus codes and standards, research, training, education, outreach and advocacy; and by partnering with others who share an interest in furthering our mission. NFPA membership totals more than 50,000 individuals around the world. The vision of the organization involves serving as the leading global advocate for the elimination of death, injury, property, and economic loss due to fire, electrical and related hazards. The mission of the organization is to help save lives and reduce loss with information, knowledge, and passion.

### **Colorado State Fire Chiefs (CSFC)**

The Colorado State Fire Chiefs ("CSFC") was formed to provide leadership, education, and support to the chief officers of Colorado fire departments in order to promote the health, safety, and welfare of the people of Colorado through the protection of life and property from fire, natural and man-made disasters, and medical and other sudden emergencies. CSFC seeks primarily to further cooperation among Colorado's fire and emergency services agencies; to provide fire and emergency services training and education to fire chiefs, officers, firefighters, and emergency medical services ("EMS") personnel; and to promote life safety and public education in the areas of fire suppression, fire prevention, EMS, hazardous materials, emergency rescue, and all-hazards emergency management. CSFC also strives to lessen the burden on local and state governments by providing public education, training, recruitment, networking, and other public and fire service-related activities that otherwise would have to be developed and conducted by the local and/or state governments themselves.





**City of Aurora  
Council Agenda Commentary**

Item #: 14e  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving Aurora Fire Rescue's Membership in the National Fire Prevention Association

**Item Initiator:** Payan, Roberta - Administrative Specialist - Fire

**Staff Source:** Rodgers, Nancy - Deputy City Attorney - City Attorney

**City Manager/Deputy City Manager Signature:** Colleen Lindstone

**Outside Speaker:** Sponsored by Councilmember Gruber

**Council Goal:** 2012: 1.0--Assure a safe community for people

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

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

With the expected passage of Ordinance 20-38, Councilmember Gruber requested staff prepare resolutions approving membership in specific organizations identified by AFR in its back up for Ord. 20-28.

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

This resolution would permit AFR to expend funds to permit its employees, as the Chief determined appropriate, to be members in the National Fire Prevention Association. The authority granted by this resolution would be in effect for two (2) years from the effective date of the resolution.

**QUESTIONS FOR COUNCIL**

Does Council approve this resolution?

**LEGAL COMMENTS**

The council shall have power to make and publish from time to time ordinances and to approve resolutions not inconsistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or city Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city. City Code Section 2-32. (Rodgers)



**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

Memo to Council- Update - Ordinance related to Membership Organizations.pdf  
Resolution - Approval for AFR - NFPA.pdf



RESOLUTION NO. R2020- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING AURORA FIRE RESCUE'S MEMBERSHIP IN  
THE NATIONAL FIRE PROTECTION ASSOCIATION

WHEREAS, on October 5, 2020, City Council approved Ordinance 2020-38, which requires City Council to approve the payment of membership dues by Aurora Fire Rescue ("AFR") to any organization which has a legislative lobbying component to that organization's mission; and

WHEREAS, City Council believes that the National Fire Protection Association ("NFPA") provides valuable benefits for the employees of AFR; and

WHEREAS, City Council desires to permit employees of AFR to join the NFPA, pending proper approval from the Chief or the Chief's designee.

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

Section 1. The City Council authorizes Aurora Fire Rescue to pay for memberships dues, as the Chief or the Chief's designee determines appropriate, for its employees to join the National Fire Protection Association.

Section 2. The authorization shall be in effect for two (2) years from the effective date of this resolution.

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_. 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
NANCY C. RODGERS, Deputy City Attorney





To: Honorable Mayor and Members of Aurora City Council  
From: Fire Chief Fernando M. Gray, Sr.  
Through: Deputy City Manager Jason Batchelor  
Date: September 23, 2020  
Subject: **Update - Ordinance related to Membership Organizations**

---

Aurora Fire Rescue (AFR) has memberships with several regional and national organizations. **None of the organizations that we belong focus on lobbying.** The department pursued membership within these organizations for their primary mission which is to ensure that firefighters have the requisite training, leadership education and support resources to assist in mitigating fires, medical emergencies, and natural/man-made disasters. This approach provides a network of fire-service subject matter experts and access to fire-service industry information that allows the department to provide outstanding service to the community while keeping our personnel as safe as possible.

Aurora Fire Rescue requests permission to continue memberships with the International Association of Fire Chiefs, National Fire Protection Association, and Colorado State Fire Chiefs if this ordinance passes. The resources provided through these combined entities assist the department in implementing new innovative approaches and have been an instrumental component in the development of life-safety programs. In addition, utilizing the data obtained from these resources has assisted the department in developing grant proposals based upon national best practices that have resulted in the successful acquisition of over \$4 million in federal grant funding over the last two years. These membership organizations are a primary resource in the fire service and a department and community attempting to operate without them is at a huge disadvantage.

Attached please find a document that provides descriptive information related to the respective organizations.



## **Brief Description of Each Membership Organization**

### **International Association of Fire Chiefs (IAFC)**

The International Association of Fire Chiefs (IAFC) is a network of more than 12,000 fire chiefs and emergency officers. Members are the world's leading experts in firefighting, emergency medical services, terrorism response, hazardous materials spills, natural disasters, search and rescue, and public safety policy. The mission of the organization is to provide resources to current and future career, volunteer, fire-rescue and EMS chiefs, chief fire officers, company officers and managers of emergency service organizations throughout the international community through vision, information, education, services and representation to enhance their professionalism and capabilities. Since 1873, the IAFC has provided a forum for fire and emergency service leaders to exchange ideas, develop professionally and uncover the latest services available to first responders.

### **National Fire Protection Association (NFPA)**

The National Fire Protection Association (NFPA) is a global self-funded nonprofit organization, established in 1896, devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards. NFPA delivers information and knowledge through more than 300 consensus codes and standards, research, training, education, outreach and advocacy; and by partnering with others who share an interest in furthering our mission. NFPA membership totals more than 50,000 individuals around the world. The vision of the organization involves serving as the leading global advocate for the elimination of death, injury, property, and economic loss due to fire, electrical and related hazards. The mission of the organization is to help save lives and reduce loss with information, knowledge, and passion.

### **Colorado State Fire Chiefs (CSFC)**

The Colorado State Fire Chiefs ("CSFC") was formed to provide leadership, education, and support to the chief officers of Colorado fire departments in order to promote the health, safety, and welfare of the people of Colorado through the protection of life and property from fire, natural and man-made disasters, and medical and other sudden emergencies. CSFC seeks primarily to further cooperation among Colorado's fire and emergency services agencies; to provide fire and emergency services training and education to fire chiefs, officers, firefighters, and emergency medical services ("EMS") personnel; and to promote life safety and public education in the areas of fire suppression, fire prevention, EMS, hazardous materials, emergency rescue, and all-hazards emergency management. CSFC also strives to lessen the burden on local and state governments by providing public education, training, recruitment, networking, and other public and fire service-related activities that otherwise would have to be developed and conducted by the local and/or state governments themselves.





## City of Aurora Council Agenda Commentary

Item #: 14f

SS: \_\_\_\_\_

1st: \_\_\_\_\_

2nd: \_\_\_\_\_

**Item Title:**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving Aurora Fire Rescue's Membership in The Colorado State Fire Chiefs

**Item Initiator:** Payan, Roberta - Administrative Specialist - Fire

**Staff Source:** Rodgers, Nancy - Deputy City Attorney - City Attorney

**City Manager/Deputy City Manager Signature:** Colleen Lindstone

**Outside Speaker:** Sponsored by Councilmember Gruber

**Council Goal:** 2012: 1.0--Assure a safe community for people

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

- |   |  |
|---|--|
| <input type="checkbox"/> Approve Item as proposed at Study Session              | <input type="checkbox"/> Approve Item with Waiver of Reconsideration |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting       |  |
| <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting | <input type="checkbox"/> Information Only                            |

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

With the expected passage of Ordinance 20-38, Councilmember Gruber requested staff prepare resolutions approving membership in specific organizations identified by AFR in its back up for Ord. 20-28.

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

This resolution would permit AFR to expend funds to permit its employees, as the Chief determined appropriate, to be members in the Colorado State Fire Chiefs. The authority granted by this resolution would be in effect for two (2) years from the effective date of the resolution.

### **QUESTIONS FOR COUNCIL**

Does Council approve this resolution?

### **LEGAL COMMENTS**

The council shall have power to make and publish from time to time ordinances and to approve resolutions not inconsistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or city Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city. City Code Section 2-32. (Rodgers)



**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes      ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable      ☐ Significant      ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

Memo to Council- Update - Ordinance related to Membership Organizations.pdf  
Resolution - Approval for AFR - CSFC.pdf



RESOLUTION NO. R2020- \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING AURORA FIRE RESCUE'S MEMBERSHIP IN  
THE COLORADO STATE FIRE CHIEFS

WHEREAS, on October 5, 2020, City Council approved Ordinance 2020-38, which requires City Council to approve the payment of membership dues by Aurora Fire Rescue ("AFR") to any organization which has a legislative lobbying component to that organization's mission; and

WHEREAS, City Council believes that the Colorado State Fire Chiefs ("CSFC") provides valuable benefits for the employees of AFR; and

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

Section 1. The City Council authorizes Aurora Fire Rescue to pay for memberships dues, as the Chief or the Chief's designee determines appropriate, for its employees to join the Colorado State Fire Chiefs.

Section 2. The authorization shall be in effect for two (2) years from the effective date of this resolution.

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

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_. 2020.

\_\_\_\_\_  
MIKE COFFMAN, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
NANCY C. RODGERS, Deputy City Attorney





To: Honorable Mayor and Members of Aurora City Council  
From: Fire Chief Fernando M. Gray, Sr.  
Through: Deputy City Manager Jason Batchelor  
Date: September 23, 2020  
Subject: **Update - Ordinance related to Membership Organizations**

---

Aurora Fire Rescue (AFR) has memberships with several regional and national organizations. **None of the organizations that we belong focus on lobbying.** The department pursued membership within these organizations for their primary mission which is to ensure that firefighters have the requisite training, leadership education and support resources to assist in mitigating fires, medical emergencies, and natural/man-made disasters. This approach provides a network of fire-service subject matter experts and access to fire-service industry information that allows the department to provide outstanding service to the community while keeping our personnel as safe as possible.

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City of Aurora

Item 15a

## COUNCIL AGENDA CONTINUATION PAGE

**Item Title:**

RECONSIDERATION OF RESOLUTION 2020-22 – Review of the powers granted to the City Manager by Resolution 2020-22. The powers granted to the City Manager which are set forth in the Disaster Declaration shall remain in place until a majority of Council votes to end the Declaration.

**Item Initiator:** Jim Twombly, City Manager

**Staff Source:** Matt Chapman, Fire Battalion Chief

**City Attorney Signature:**

**City Manager/Deputy City Manager Signature:**

**Date of Change/Update:** May 29, 2020

### ITEM SUMMARY

On March 18, 2020 the City Manager signed a Disaster Declaration because of the serious emergency conditions the City of Aurora was facing due to the outbreak of COVID-19. There were two primary purposes the City Manager considered in the decision to declare a disaster. First, little was known about what demands would be placed on the City to react and keep our residents and employees safe. Both the Governor and President had issued state of emergency orders. The effects and impacts of the virus were quickly unfolding and the impacts on local governments were unknown. Given the powers provided to the City Manager under City Code Section 38-33 regarding Disaster Declaration, the ability to exercise those powers in an expeditious manner was viewed as critical.

In addition, “Stay at Home” Orders were adopted by both the Tri-County Health and the Governor during the week following March 18th. The City was committed to enforcement of those orders which closed “Non-Essential” businesses. At the same time, the City did not want to burden the City’s Police Department with that enforcement in order to allow them to continue their normal public safety duties. The Declaration allowed the City to use personnel from the City’s Finance, Neighborhood Services and Parks, Recreation and Open Space Departments for that enforcement duty.

The current state of the pandemic has changed to the point that the City Manager recommends that the Disaster Declaration be terminated. The powers granted to the City Manager in City Code under Disaster Declaration are no longer needed. There is more information known today about the pandemic itself related to spread, testing, contact tracing, importance of social distancing, mask wearing, and sanitizing. Colorado as a state has greatly improved numbers relating to the virus: hospitalizations are at the lowest



level since March 29; new patients admitted to hospitals yesterday, May 28th, with the virus are at the lowest level since the state began tracking that number; testing is at an all-time high and supplies are available to test the 8,500 people per day that public health experts say is necessary to monitor the outbreak.

The Governor's orders are allowing businesses to re-open and relaxing "Safer at Home" Orders while following guidance provided by the Colorado Department of Public Health and Environment, informed by the Centers for Disease Control and Prevention. The City has appointed a Recovery Manager and a Recovery Committee to review plans for the safe opening or reestablishing services provided by the City. Municipal courts will reopen safely for business June 1st.

In summary, the reasons for implementing the disaster Declaration are either no longer present or have been mitigated and are able to be managed to an extent not possible before. There is concern about a second wave and it would be prudent to reserve the extensive powers of the Disaster Declaration for such an occurrence, should it happen.



## **Disaster Declaration**

**WHEREAS**, the City Code of the City of Aurora, Section 38-33 gives the City Manager the authority to declare that a state of disaster exists when a disaster has occurred or the threat of disaster is imminent; and

**WHEREAS**, the state of disaster shall continue until the City Manager finds that the threat of danger has passed or the disaster has been dealt with to the extent that disaster conditions no longer exist; and

**WHEREAS**, no state of disaster may continue for longer than seven days unless renewed by the consent of the majority of the City Council; and

**WHEREAS**, the City of Aurora, Colorado is experiencing serious emergency conditions as a result of the outbreak of COVID-19, causing a public health incident; and

**WHEREAS**, on March 10, 2020, Governor Polis declared a state of epidemic disaster emergency in Colorado; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak to be a pandemic; and

**WHEREAS**, on March 13, 2020, President Trump issued a proclamation that the COVID-19 outbreak in the United States constitutes a national emergency; and

**WHEREAS**, on March 13, 2020, the City of Aurora declared a local state of emergency due to the outbreak of COVID-19; and

**WHEREAS**, this incident has required a change in operations and policy for the City of Aurora in order to respond to the public health incident; and

**WHEREAS**, the City Manager of the City of Aurora, Colorado hereby finds, determines, and declares a Proclamation of a State of Disaster is necessary for the preservation and protection of the public health, safety, and welfare of the inhabitants of the City of Aurora, Colorado; and

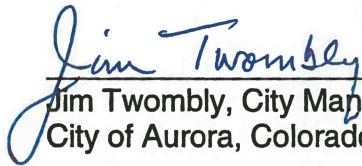
**WHEREAS**, the state of disaster may be lifted when public health incident is mitigated; and

**WHEREAS**, this declaration of disaster shall remain in effect until the City Manager finds that the threat of danger has passed or the disaster has been dealt with to the extent that disaster conditions no longer exist or for seven days, unless and until such declaration is renewed by the consent of the majority of the City Council.



**NOW THEREFORE, I proclaim there to be State of Disaster.**

Dated this 18 day of March, 2020.

  
\_\_\_\_\_  
Jim Twombly, City Manager  
City of Aurora, Colorado

Approved as to form:

  
\_\_\_\_\_





City of Aurora

Agenda Item 15b

## COUNCIL AGENDA CONTINUATION PAGE

**Item Title:** Call up of a decision by the Planning and Zoning Commission which unanimously approved an Oil and Gas Location applied for by GMT Exploration Company.

**Item Initiator:** Jeffery Moore, Oil and Gas Manager

**Staff Source:** Jeffery Moore, Oil and Gas Manager

**City Attorney Signature:**

**City Manager/Deputy City Manager Signature:**

*Jason P. Bateman*

**Date of Change/Update:** October 5, 2020

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

- ☐ Approve Amended Item and Move Forward at Study Session
- ☒ Approve Amended Item as proposed at Regular Meeting
- ☐ Information Only

### ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

There have no changes from the original meeting on September 14, 2020. The applicant has just submitted additional materials.

### EXHIBITS ATTACHED:

Applicant Letter



**COUNCIL AGENDA CONTINUATION PAGE**

**Item Title:** Call up of a decision by the Planning and Zoning Commission which unanimously approved an Oil and Gas Location applied for by GMT Exploration Company.

**Item Initiator:** Jeffery Moore, Oil and Gas Manager

**Staff Source:** Jeffery Moore, Oil and Gas Manager

**City Attorney Signature:** 

**City Manager/Deputy City Manager Signature:**

**Date of Change/Update:** October 5, 2020

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

- ☐ Approve Amended Item and Move Forward at Study Session
- ☒ Approve Amended Item as proposed at Regular Meeting
- ☐ Information Only

**ITEM SUMMARY** *(Brief description of changes or updates with documents included.)*

There have no changes from the original meeting on September 14, 2020. The applicant has just submitted additional materials.

**EXHIBITS ATTACHED:**

Applicant Letter



September 30, 2020

JIM JOHNSON  
303 575 7596  
JJOHNSON@OTTENJOHNSON.COM

Members of the Aurora City Council  
15151 E. Alameda Parkway  
Aurora, Colorado 80012  
**Via E-Mail**

Re: Notification of Intent to Request Continuance of Public Hearing for Oil and Gas Well Location Permit – MCC 3-66 25-27 by GMT Exploration Company (DA-2211-00)

Dear Members of the Aurora City Council:

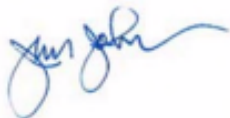
This Firm represents GMT Exploration Company LLC (“GMT”), the applicant for an Oil and Gas Well Location Permit in Application Number DA-2211-00 (the “**Application**”). On August 3, 2020, Council voted to call up the Application for a public hearing following the Planning and Zoning Commission’s (“**PZC**”) unanimous approval of the Application at its July 8, 2020, public hearing. On September 14, 2020, Council voted to remove the Application from the agenda and reschedule it for the Monday, October 5, 2020, Council meeting. GMT has properly provided published, written, and posted notice of this meeting in accordance with all applicable City requirements.

Since mid-August, GMT has been engaged in active discussions with the developers of Aurora Highlands and the Majestic Commercenter in an effort to address certain comments raised by Aurora Highlands with respect to the Application. Those discussions have been progressing, and the parties would benefit from additional time to complete them prior to Council conducting a public hearing on the Application.

Accordingly, GMT respectfully requests a continuance of the public hearing on the Application to Monday, November 16, 2020. GMT also respectfully requests that the Application be placed as early on this Monday’s agenda as possible, so as to address this request prior to other agenda items.

We continue to appreciate your time and attention to this matter.

Very truly yours,



Jim Johnson  
For the Firm



cc (via e-mail):      Dan Brotzman ([dbrotzma@auroragov.org](mailto:dbrotzma@auroragov.org))  
                             Daniel Money ([dmoney@auroragov.org](mailto:dmoney@auroragov.org))  
                             Ian Best ([ibest@auroragov.org](mailto:ibest@auroragov.org))  
                             Jeffrey Moore ([jmoore@auroragov.org](mailto:jmoore@auroragov.org))  
                             Jason Batchelor ([jbatchel@auroragov.org](mailto:jbatchel@auroragov.org))  
                             Susan Barkman ([sbarkman@auroragov.org](mailto:sbarkman@auroragov.org))  
                             Hans Schuster ([hschuster@gmtexploration.com](mailto:hschuster@gmtexploration.com))  
                             Phil Wood ([pwood@gmtexploration.com](mailto:pwood@gmtexploration.com))  
                             Melinda Beck ([mbeck@ottenjohnson.com](mailto:mbeck@ottenjohnson.com))  
                             Allison Altaras ([aaltaras@ottenjohnson.com](mailto:aaltaras@ottenjohnson.com))





**City of Aurora  
Council Agenda Commentary**

Item #: 12a  
SS: \_\_\_\_\_  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Call up of a decision by the Planning and Zoning Commission which unanimously approved an Oil and Gas Location applied for by GMT Exploration Company.

**Item Initiator:** Moore, Jeffrey - Oil & Gas Division Manager - General Management

**Staff Source:** Moore, Jeffrey - Oil & Gas Division Manager - General Management

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:** Hans Schuster et al, GMT Exploration, 303.586.9280

**Council Goal:** 2012: 6.4--Provide appropriate stewardship of natural resources to ensure long-term sustainability for the city

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☐ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

**PREVIOUS ACTIONS OR REVIEWS:**

**Board /  
Commission**

Name: Planning & Zoning Commission

Meeting Date: 07/08/2020

Actions Taken: ☐ Recommends      ☐ Do Not Recommend

- ☒ Minutes Attached  
☐ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

**Staff**

Name: Jeffrey S. Moore

Actions Taken: ☒ Recommends      ☐ Do Not Recommend

- ☐ Forwarded without Recommendation  
☒ Recommendation Report Attached

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

On November 18, 2019, GMT Exploration Company ("Applicant") submitted an application through the Planning Department for an Oil and Gas Location approval, and Oil and Gas Permit. The Planning Department reviewed three rounds of submittals from the Applicant and provided comments to each. Over one hundred fifteen (115) public comments were received by the Planning Department concerning this application. After a thorough review, the Planning Department, in conjunction with the Oil and Gas Division, recommended approval of the Oil and Gas Location. In line with the new



proposed rules from the Colorado Oil and Gas Conservation Commission (COGCC), a Public Hearing was planned for this Applicant via the Planning and Zoning Commission. The Public Hearing was properly noticed and held on July 8, 2020. At the Hearing, the Planning and Zoning Commission unanimously approved the Oil and Gas Location. At the City Council meeting on August 3, 2020, Mayor Pro Tem Johnston initiated a call-up of the Planning and Zoning Commission decision.

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

A decision by the Planning and Zoning Commission has been called up by City Council for a Public Hearing. On July 8, 2020, the Planning and Zoning Commission unanimously approved an Oil and Gas Location applied for by GMT Exploration Company. The decision was called-up on August 3, 2020.

**QUESTIONS FOR COUNCIL**

Council should consider whether all surface owners and Home Owner Associations within one mile of the Oil and Gas Location were properly notified of the application, the Neighborhood Meeting hosted by the Applicant on March 11, 2020, and the Planning and Zoning Commission Hearing held on July 8, 2020. Council should consider whether the 115 public comments received by the City from surface owners and interested members of the public represent evidence of proper notification and public participation in the City review process. Council should consider whether the Applicant has the support of the surface owner where the Oil and Gas Location is located. Council should determine whether proper notification was given for the Public Hearing at the Planning and Zoning Commission, and whether the Commission properly evaluated the Oil and Gas Location.

**LEGAL COMMENTS**

The Council may approve the Oil and Gas Location known as MCC 3-66 25-27 GMT in the City of Aurora near the northwest corner of 26th Avenue and E-470, and recommend vesting of property rights as per the Unified Development Ordinance Section 146-5.3.16, if:

1. The applicant has selected a location which is protective of public health, safety, welfare including protection of the environment and wildlife resources; and
2. The application complies with the Criteria for Approval:
  - a. the application complies with the applicable standards of the UDO and other adopted City regulations any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;
  - b. the application is consistent with the Comprehensive Plan;
  - c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;
  - d. The proposed use will not change the predominant character of the surrounding area;
  - e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and
  - f. The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application; and
  - g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.
3. The location complies with COGCC setback requirements (as verified by staff).
4. An alternative location analysis process for oil and gas locations or facilities was performed by the applicant (COGCC Director's Objective Criteria, May 16, 2019). (I. Best)



**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☒ Yes      ☐ No

If the decision by the Planning and Zoning Commission is upheld, the City may realize a small future income from mineral royalty held under the Drilling and Spacing Unit related to this location. The City ownership is approximately 1.1 acres out of 1,600 (0.07%). If the decision is reversed and no future location is approved for the Applicant's Drilling and Spacing Unit, there is a risk of legal action by the Applicant due to lost production and income, and also from the mineral owners due to lost royalty income.

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable      ☐ Significant      ☐ Nominal

N/A

**EXHIBITS ATTACHED:**



September 9, 2020

JIM JOHNSON  
303 575 7596  
JJOHNSON@OTTENJOHNSON.COM

Members of the Aurora City Council  
15151 E. Alameda Parkway  
Aurora, Colorado 80012  
**Via E-Mail**

Re: Notification of Intent to Request Continuance of Public Hearing for Oil and Gas Well Location Permit – MCC 3-66 25-27 by GMT Exploration Company (DA-2211-00)

Dear Members of the Aurora City Council:

This Firm represents GMT Exploration Company LLC (“GMT”), the applicant for an Oil and Gas Well Location Permit in Application Number DA-2211-00 (the “**Application**”). On August 3, 2020, Council voted to call up the Application for a public hearing following the Planning and Zoning Commission’s (“**PZC**”) unanimous approval of the Application at its July 8, 2020, public hearing. The Application is currently scheduled for a public hearing before Council on Monday, September 14, 2020. GMT and City Staff have properly provided published, written, and posted notice of this public hearing in accordance with all applicable City requirements.

Since mid-August, GMT has been engaged in active discussions with the developers of Aurora Highlands and the Majestic Commercenter in an effort to address certain comments raised by Aurora Highlands with respect to the Application. Those discussions are ongoing, and GMT anticipates that the parties would benefit from additional time to complete them prior to Council conducting a public hearing on the Application.

Accordingly, on Monday night, GMT intends to request a continuance of the public hearing on the Application to Monday, October 5, 2020, and respectfully requests that Council approve this continuance. GMT also respectfully requests that the Application be placed as early on Monday’s agenda as possible, so as to address this request prior to other agenda items.

We appreciate your time and attention to this matter.

Very truly yours,



Jim Johnson  
For the Firm



cc (via e-mail): Dan Brotzman ([dbrotzma@auroragov.org](mailto:dbrotzma@auroragov.org))  
Daniel Money ([dmoney@auroragov.org](mailto:dmoney@auroragov.org))  
Ian Best ([ibest@auroragov.org](mailto:ibest@auroragov.org))  
Jeffrey Moore ([jmoore@auroragov.org](mailto:jmoore@auroragov.org))  
Jason Batchelor ([jbatchel@auroragov.org](mailto:jbatchel@auroragov.org))  
Susan Barkman ([sbarkman@auroragov.org](mailto:sbarkman@auroragov.org))  
Hans Schuster ([hschuster@gmtexploration.com](mailto:hschuster@gmtexploration.com))  
Phil Wood ([pwood@gmtexploration.com](mailto:pwood@gmtexploration.com))  
Randall Hertel ([rhertel@majesticrealty.com](mailto:rhertel@majesticrealty.com))  
Michael Kapoor ([mkapoor@majesticrealty.com](mailto:mkapoor@majesticrealty.com))  
Melinda Beck ([mbeck@ottenjohnson.com](mailto:mbeck@ottenjohnson.com))  
Allison Altaras ([aaltaras@ottenjohnson.com](mailto:aaltaras@ottenjohnson.com))



City of Aurora  
Planning and Zoning Commission Case Report  
**GMT Exploration Company**  
**MCC 3-66 25-27 GMT—Oil and Gas Well Location Permit**  
**Development Application Number: DA-2211-00**  
Oil & Gas Manager: Jeffrey S. Moore, P.G.  
Case Manager: Juliana Berry

July 8, 2020

**Project Location:**

The project is located in the City of Aurora near the northwest corner of 26<sup>th</sup> Avenue and E-470. The location is accessed off of East 26th Avenue, about 1,300 feet west of Gun Club Road (County Road 18) and 4,000 feet east of Picadilly Road. The Well Site will be in the NESE of Section 25, Township 3 South, Range 66 West, within Parcel 0182125200002. This parcel was annexed into the City of Aurora in 2018 as part of the Majestic Commercenter future development. The annexation support materials stated the “proposed development consists of commercial and light industrial uses, non-residential” and also “Residential uses are not permitted in this industrial/flex office subarea.” The land uses permitted in the current zone of I-1 Business/Tech District, established in 2019 as part of the City’s adoption of the Unified Development Ordinance (UDO) and the associated update to the Zoning Map, are comparable to the uses permitted in the subject zoning district during annexation. The location is shown in **Exhibits A and B**.

The Green Valley Ranch East residential development is north of the 538-acre parcel where the proposed Oil and Gas Location is located. A portion of the Aurora Highlands residential development is to the east across E-470. To the south is the developing industrial park known as Aurora Commerce Center, and Prologis Industrial Park extends to the east towards the I-70 frontage.

The proposed Oil and Gas Location is 2,308 feet (as measured from the edge of the well pad) from the nearest residence. If new residences are built in the future in The Aurora Highlands across E-470 to the east, the closest residence could be 1,500 feet from the Oil and Gas Location.

**Project Summary:**

The applicant, GMT Exploration Company (GMT), is requesting approval for an Oil & Gas Location. The surface parcel is owned by Majestic Commercenter II, LLC. If approved, up to sixteen (16) oil and gas wells and associated equipment will be installed on the surface. The location of the wells and equipment are shown on **Exhibit C**.

GMT engaged in an Alternative Location Analysis (ALA) process and provided the results to the City. GMT selected the proposed Oil and Gas Location after the results of the ALA determined that it was the most protective of public health, welfare, and the environment. The Oil and Gas Location proposed by GMT is currently cropland, and GMT has worked with the surface owner to plan their Oil and Gas Location in such a way as to maximize the use of the surface area.

Current Colorado Oil and Gas Conservation Commission (COGCC) regulations require local jurisdictions, in this case the City of Aurora, to hold a public hearing prior to rendering a decision on



an Oil and Gas Location. The Oil & Gas Division has provided guidance—and the Aurora City Council concurred—that such a public hearing will be held during a regularly scheduled meeting of the Planning and Zoning Commission.

The Planning and Zoning Commission is requested to review the applicant's case and render a decision only on the Oil and Gas Location. After such approval, the applicant will continue their permitting process through the Planning Department, which will render a decision on the Oil and Gas Permit application itself.

**Applicant's Requests:**

- Approval of an Oil & Gas Location known as "MCC 3-66 25-27 GMT" in the City of Aurora near the northwest corner of 26<sup>th</sup> Avenue and E-470.
- Vesting of property rights, as per UDO Sec. 146-5.3.16.

**Neighborhood Comments:**

GMT hosted its neighborhood meeting on March 11, 2020, from 5:00-7:00 PM, at the Aurora Fire Station 15, 1880 S. Flatrock Trail, Aurora, CO 80018, for its MCC 3-66 25-27 Oil and Gas Permit. Notice of the meeting was mailed on February 28, 2020, to all property owners and HOAs within one (1) mile of the edge of the MCC 3-66 25-27 disturbance area. Notice of the meeting was also delivered to the City of Aurora, City and County of Denver, and adjacent associations, including Aurora Highlands LLC, Prologis Park, Majestic Commercenter, and Green Valley Ranch Homeowners Association. Additionally, GMT reached out to Green Valley Ranch Homeowners Association. GMT sent invitations to eighty (80) unique addresses of business owners, residents, counties and municipalities, and local associations, and had nine (9) interested parties in attendance. The interested parties in attendance included the City of Aurora personnel, City and County of Denver City Council Aide, Shamrock Foods representatives, and residents of Green Valley Ranch.

GMT provided subject matter personnel representing the following fields: geology, land, permitting, air quality monitoring, groundwater quality monitoring, groundwater protection, drilling, completions, and reclamation. The meeting was held as an open-house-style meeting, providing the opportunity for the attendees to engage personally with the GMT personnel and to inquire about any topic they were interested in. The attendees were genuinely curious about the project and engaged in discussions about project timelines, potential impacts on the surrounding communities and business operations, potential notice procedures, contact information, environmental protection, traffic, and more. The feedback received from the citizens and business owners at the meeting was all positive.

In addition to the interaction with the local citizens, GMT had the opportunity to discuss the project with Melissa Sotelo, City Council Aide to Stacie Gilmore, Councilwoman, District 11, of the City and County of Denver. This interaction was also positive. In an effort to create operational transparency, GMT has voluntarily committed to developing a series of notices aimed at providing the City and County of Denver and Green Valley Ranch Homeowners Association notice of specific operations and project milestones. GMT will work with Melissa Sotelo to develop these notice procedures.

Last, the notice letter included an email address for recipients who were unable to attend to send their feedback. GMT received three (3) individual emails and has responded to all.



### **Items Discussed During Development Review:**

#### **Summary of Alternative Location Analysis**

Due to GMT's contractual restrictions, the Well Site could not have been located in Section 26 or Section 27, leaving Section 25 as the only possible area to site the location within the Majestic Commercenter development. The possibility of locating the Well Site in the NW/4 of Section 25 was eliminated due to its proximity to Green Valley Ranch, in Section 23 to the northwest. It was determined that using the Alternative Well Site would better protect public welfare since it is further away from residents in Green Valley Ranch. Regardless, the Well Site could not be located in the W/2 due to conflicting land uses.

Locating the Well Site in W/2E/2 of Section 25 would have created a conflict with the Majestic long-term plans, which left only the E/2E/2 of Section 25 as the only portion of the section available to locate the Well Site.

GMT would have preferred to construct two Well Sites, as originally planned prior to annexation. The initial design consisted of two separate Well Sites on the eastern-most portion of Section 25: one Well Site in the north, and one Well Site in the south. These original locations are identified on the map included as **Exhibit E** by a blue cross hatch. This design would have allowed for a more optimal wellbore trajectory from the surface hole location to the bottom hole location for the subset of wells each Well Site was planned to accommodate (i.e. GMT planned on drilling wells 1HN- 10HN from the north Well Site, and 11HN-16HN from the south Well Site).

GMT received the request from Adams County to co-locate all of the wells on one Well Site and worked together with Majestic to identify the current Alternative Well Site location. Because of the reasons stated above, it was determined that the currently designed Alternative Well Site was in the optimal location to minimize conflicting land uses and encroachment on the local community and waterways.

The MCC 3-66 25-27 Well Site is not within 1,500' of 10 or more Building Units, as the nearest building unit is 2,308' to the southeast; is not within a floodplain; and at the time the Form 2A was submitted to the COGCC, the proposed MCC 3-66 25-27 Well Site was not subject to a Surface Owner protection bond under Rule 703.

The Alternative Well Site is the most protective of public health, safety, welfare, and the environment, and has been selected as the final Well Site for the application within the City of Aurora and COGCC.

See **Exhibit D** for further discussion of items discussed during development review.

### **Results of Development Review:**

The Planning Department has performed an extensive review of the applicant's complete submitted application including a location analysis.

The Planning Department has worked through three (3) rounds of review with the applicant thus far. The applicant has shown diligence and concern for all Best Management Practices required by the City and has thoroughly demonstrated the willingness and ability to comply with all City and State regulations.



The applicant has the support of the surface owner and has partnered with the surface owner to site the Oil and Gas Location in a way that will maximize surface use.

The applicant has demonstrated, through an Alternative Location Analysis, that the location submitted to the City will be the most protective of public health, safety, welfare, and the environment.

**Summary of Staff Recommendation:**

- See the last page of this report for the recommendation for approval of the Oil and Gas Location

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**Detailed Case Analysis**

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**Public Notification:**

A legal notice appeared in the Aurora Sentinel on June 25, 2020. The applicant has submitted verification of certified public hearing notices mailed to registered neighborhood organizations and adjacent property owners within one (1) mile of the Oil and Gas Location.

**Community Referrals:**

The following are registered organizations within one (1) mile of the Oil and Gas Location: Aurora Highlands LLC, Prologis Park, Majestic Commercenter, and Green Valley Ranch Homeowners Association.

**Criteria for Review of Oil and Gas Locations by Planning Commission:**

The Planning and Zoning Commission will render a decision solely on the Operator's Oil and Gas Location, not the Permit as a whole. After a location is approved by the Planning and Zoning Commission, the remainder of the Oil and Gas Permit application will be processed through the Planning Department. That process results in a Letter of Administrative Decision, sent to City Council for call-up if desired.

An Oil and Gas Location shall be approved, or approved with conditions, if the application conforms to the requirements of City regulations and complies with:

- a. The Oil and Gas Location submittal requirements, including an Alternative Location Analysis, recorded Surface Use Agreement, and compliance with all required setbacks;
- b. Any approved Master Plan that includes the property, and any location conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;
- c. The application is consistent with the Comprehensive Plan;
- 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; and
- e. The proposed use will not change the predominant character of the surrounding area.

**Applicant Information:**

Applicant/Agent: GMT Exploration Company LLC, c/o Hans Schuster



**Exhibits:**

Exhibit A	Oil and Gas Location, Access Road, 1-Mile Buffer
Exhibit B	Location Map with Access Road and Surrounding Roads
Exhibit C	Site Plan with Landscaping
Exhibit D	Items Reviewed by the Planning Department
Exhibit E	Map showing results of Alternative Location Analysis

**Planning Commission Recommendation:**

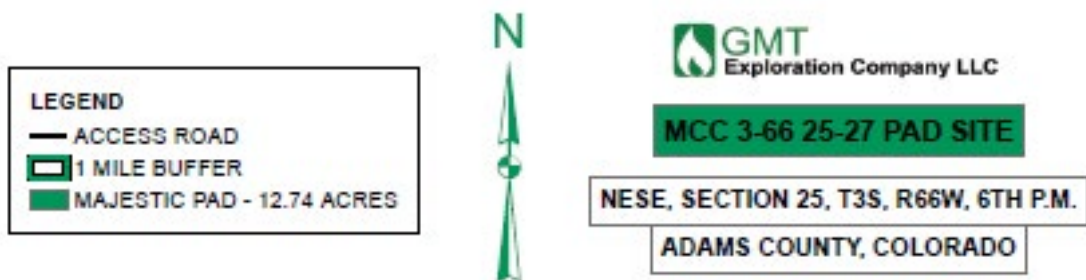
**Agenda Item: The Oil & Gas Division and the Planning Department recommend approval of the Oil & Gas Location and vesting of property rights.**

Recommend approval of the Oil & Gas Location known as “MCC 3-66 25-27 GMT” in the City of Aurora near the northwest corner of 26th Avenue and E-470, and recommend vesting of property rights as per Unified Development Ordinance Sec. 146-5.3.16, for the following reasons:

- It is compatible with the spirit and intent of the Aurora Places Comprehensive Plan; and
- The applicant has selected a location which will be most protective of public health, safety, welfare, and the environment.

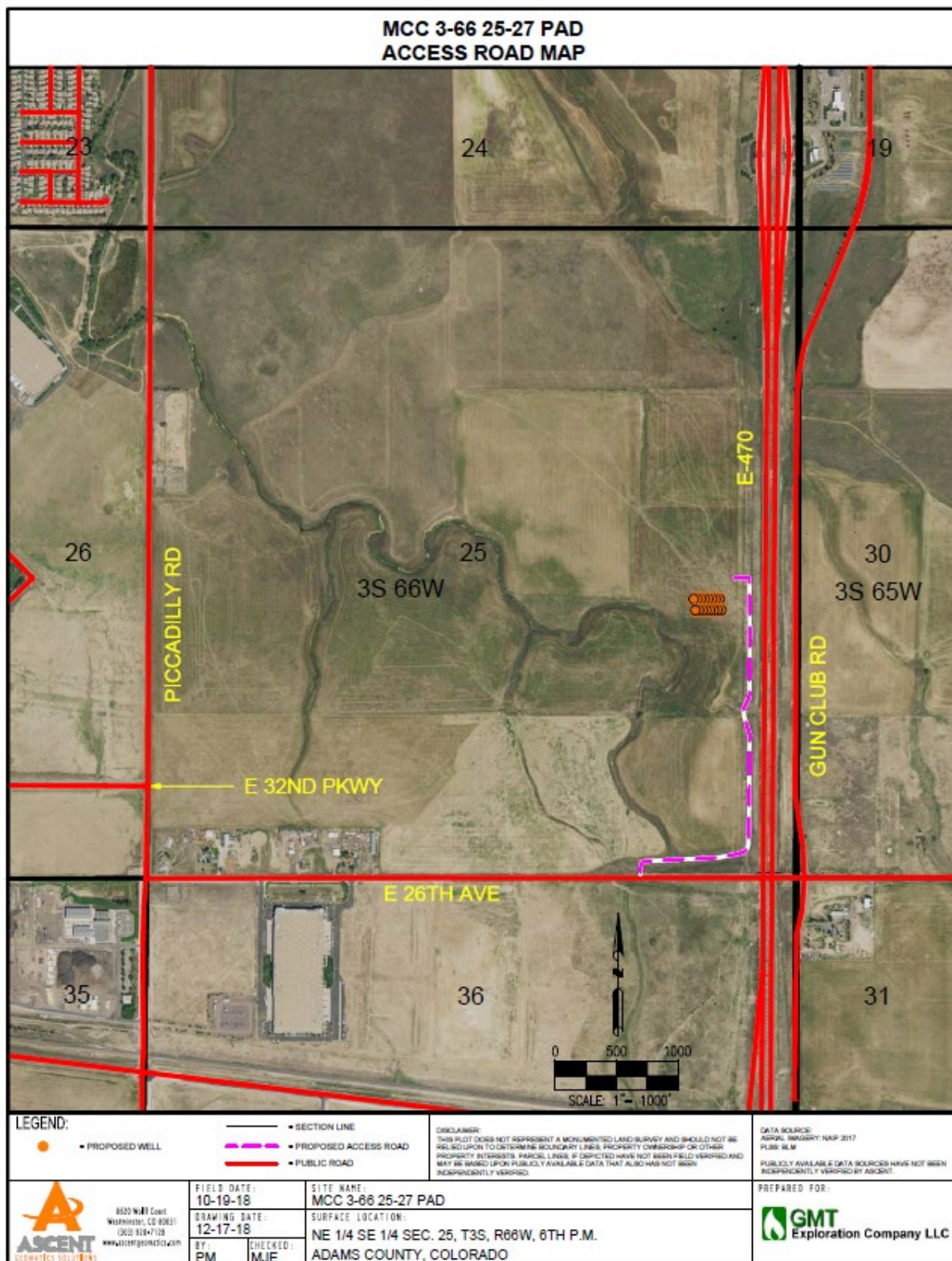


## EXHIBIT A: Oil and Gas Location, Access Road, 1-Mile Buffer



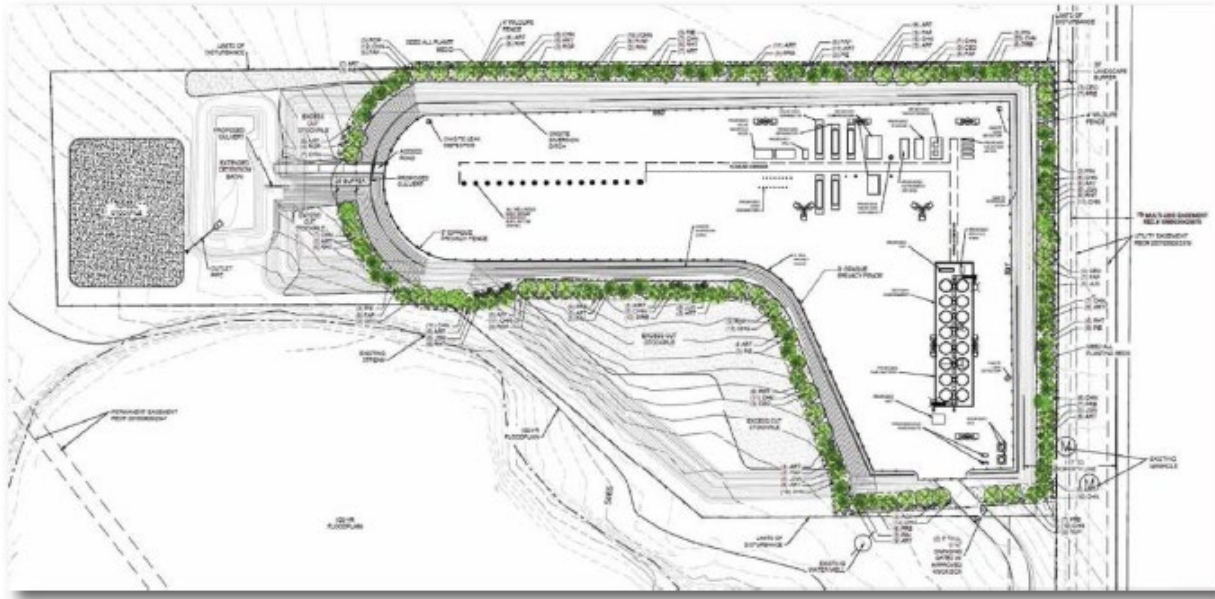


## EXHIBIT B: Location Map with Access Road and Surrounding Roads





## EXHIBIT C: Site Plan with Landscaping





## **EXHIBIT D**

### **Items Reviewed by the Planning Department**

#### **Project Location**

GMT Exploration Company LLC (“GMT”) submits this application for approval of an Oil and Gas Location from the City of Aurora for the MCC 3-66 25-27 Pad (“Well Site”). The proposed location is cropland approximately one (1) mile North of I-70 and roughly 1,000 feet West of Highway E-470. More specifically, the Well Site is accessed off of East 26th Avenue, about 1,300 feet west of Gun Club Road (County Road 18) and 4,000 feet east of Piccadilly Road. The Well Site will be in the NESE of Section 25, Township 3 South, Range 66 West, within Parcel 0182125200002, zoned I-1 Business/Tech District.

#### **Pad and Access Road**

GMT intends to drill and complete up to sixteen (16) new horizontal oil and gas wells from the Well Site. The wells are known as the MCC 3-66 25-27 wells, numbering 1HN-16HN. GMT has planned the construction, drilling, completion, and production operations associated with the Well Site and the wells as a phased operation. GMT will initially improve and construct an access road and an operations pad, then will drill and complete two (2) wells as a production test. After reviewing the results of the initial wells, GMT may later elect to drill up to fourteen (14) additional wells at this Well Site. The disturbance area will be approximately 12.7 acres during drilling and completion, reduced to 11.8 acres after Interim Reclamation.

During drilling operations, typical equipment on the Well Site may include, but not be limited to, a drilling rig, above-ground temporary water storage for water used for the drilling operation, pipe racks for temporarily stored drill pipe, a mud pump to circulate the drilling fluids through the system, power generators, tool storage, fuel storage for said generators and pumps, and a doghouse enclosure to protect workers from inclement weather. Several mud tanks will be located adjacent to the rig to store drilling fluid until it is required down the wellbore. A hopper will be located adjacent to the mud tanks for the dry components of the drilling compound. Construction trailers, portable toilets, garbage storage, and extra fuel storage will be located near the edge of the Well Site. The production equipment for the sixteen (16) proposed wells may consist of ten (10) oil tanks, six (6) water tanks, five (5) separators, two (2) vapor recovery towers (VRT), two (2) emission control devices (ECD), two (2) gas compressors, one (1) LACT unit, one (1) vapor recovery units, one (1) meter house, and proposed electrical and/or solar equipment. Pumping units may be installed should pressure within the wells necessitate their use. If needed, a temporary generator will be used before connecting to electric lines.

The proposed Pad and access road exist within an undeveloped 422-acre parcel of land owned by Majestic Commercenter II, LLC containing no structures or building units. The Well Site will be located within the First Creek drainage basin and lies outside of the floodplain. The Well Site is within FIRM Panel Number 08001C0665J, panel 665 of 1150, dated February 17, 2017. An approximate 700-foot segment of the access road crosses Flood Zone AE, an area with a 1.0% annual chance of flooding, and within the First Creek 100-year flood plain and regulated floodway. The Well Site is not in a Special Flood Hazard Area, and therefore FEMA considers it an area of minimal flooding. The proposed surface hole locations of the wellheads are all greater than 200.00 feet from the First Creek regulated floodway. The landscape currently consists of dryland crops containing moderately dense weeds and grasses. There are no springs or irrigation ditches on the Oil and Gas Location. Existing topography drains to the northwest and southwest.



The 2,714-foot long gravel access road commences from the North edge of East 26<sup>th</sup> Avenue., about 4,030 feet east of the intersection of Piccadilly Road and East 26<sup>th</sup> Avenue. A two-track drive utilized by the City of Aurora to access the infrastructure contained in the multi-use easement adjacent to the East of E-470 currently exists. The access road follows the existing two-track for approximately 880 feet to the East before turning to the North, leaving the two-track exiting the multi-use easement, and continuing to the entrance of the Well Site.

Access road construction shall follow the requirements outlined in Sec. 146-1207.(E) of the Building and Planning Code, be constructed of a class 6 road base with a minimum depth of 6" at 80% compaction with a minimum of a 23-foot traveled surface and engineered to provide all-weather driving capabilities. To the maximum extent practicable, GMT shall align access roads to follow existing grades and minimize cuts and fills. The access road shall be maintained to provide a roadway passable for emergency vehicles and shall generally be kept rut free. A vehicle tracking pad will be installed to prevent dirt and debris from transferring onto East 26<sup>th</sup> Avenue during the construction, drilling, and completion activities of phase 1 and phase 2. After construction, drilling, and completion operations have concluded a 100-foot paved apron will replace the vehicle tracking pad at the access point off of East 26<sup>th</sup> Avenue. The apron will provide long-term tracking control during the production phase of this location.

The pad site will be graded flat and covered with 6" of granular material to encourage minor stormwater events absorbing into the ground to minimize runoff. Once Phase 1 drilling and completion operations conclude, the gravel pad will be stabilized to minimize dust and erosion.

#### **Haul Route**

Starting from the Well Site, head South on the proposed access road until the intersection with East 26<sup>th</sup> Avenue. Turn left on said road and travel East 2.24 miles until the intersection with Powhatan Road. Turn right on said road and travel South 1.4 miles until the intersection with I-70 Frontage Road/East Colfax Avenue. Turn left on said road and travel East 0.92 miles until the intersection with Highway 36/Colfax Avenue. Turn left on said road and take a left onto the left ramp for I-70 West. Travel 0.2 miles and merge onto I-70 West.

#### **Best Management Practices**

GMT agrees to perform, install and maintain the applicable Best Management Practices as described in that certain Oil and Gas Operator Agreement, dated the 24th of July 2019, by and between Axis Exploration, LLC a wholly-owned subsidiary of Extraction Oil and Gas, Inc., and the City of Aurora, Colorado, a municipal corporation (the "Axis Agreement"). All BMPs have been placed on the Site Plan for legal enforceability. GMT agrees to include all applicable Best Management Practices on any applicable form 2 or form 2A filed with the COGCC. If a form 2 or 2A has already been previously filed prior to the submittal of this permit to the City, GMT agrees to file a revised Form 2A, which was submitted to the COGCC on March 10, 2020.



## Setbacks

The proposed Pad is over 2,400 feet from the nearest occupied structure and over 1,300 feet from the closest platted residential lot. **Table 1** shows the requirements for a well pad being within the identified triggers, as indicated in the Axis Operator Agreement:

**Table 1. Setback Requirements**

Requirement per Axis OA	TRIGGER	Triggered for this Pad?
Landscaping	Development Within 1500 feet	Yes
Noise Management Plan	Within 1320 feet or Residential Zone District	No
Quiet Completions Technology	Within 1320 feet or Residential Zone District	No
Mitigation Barriers using Berms, Bales and Sound Walls	Within 1320 feet or Residential Zone District	No
Earthen Berms	500 Feet and Upgradient of Surface Water Body or Floodplain	Yes – GMT will add a tertiary layer of steel ring lined berm in lieu of an earthen berm

**Table 2** shows the distances to various features, when measured both from the wellheads and from the edge of the Oil and Gas Location.

**Table 2. Distances from features. Note: Features further than one mile are shown as 5280 feet.**

	From WELL	From PRODUCTION FACILITY
Building:	2851 Feet	2269 Feet
Building Unit:	2308 Feet	2889 Feet
High Occupancy Building Unit:	5280 Feet	5280 Feet
Designated Outside Activity Area:	5280 Feet	5280 Feet
Public Road:	703 Feet	234 Feet
Above Ground Utility:	896 Feet	831 Feet
Railroad:	4321 Feet	4041 Feet
Property Line:	604 Feet	135 Feet
School Facility::	5280 Feet	5280 Feet
School Property Line:	5280 Feet	5280 Feet
Child Care Center:	5280 Feet	5280 Feet



## **Compliance with Governing Regulations:**

### ***City of Aurora***

A governing document for preparing this application is the Axis Agreement. All BMPs from the Axis Agreement have been added to the Site Plan. No variances from these criteria are currently being requested. A Roadway Agreement will be pursued with the City of Aurora to address potential roadway damage associated with the oil and gas activities, by the applicant. Estimates of traffic counts, by vehicle type, are included in the Traffic Management Plan.

### ***Colorado Oil & Gas Conservation Commission (COGCC)***

The COGCC mandates requirements for vibration, air and water quality, odor and visual impacts, signage, noise, Best Management Practices (BMP's), lighting, setbacks, and water well testing. An example of a BMP related to water quality is the utilization of a tank liner under the storage tanks. Details and specifications for these sorts of mitigation measures are not entirely addressed with this City of Aurora application because they are regulated by COGCC. It is GMT's intention to adhere to these requirements; a COGCC permit is required prior to drilling operations. A revised Form 2A has been prepared and submitted to the COGCC. A copy has been provided to the City of Aurora as part of the 2nd round Planning submittal.

## **ALTERNATE LOCATION ANALYSIS:**

GMT Exploration Company LLC ("GMT") and Majestic Commercenter II LLC ("Majestic") worked together in good faith to site the MCC 3-66 25-27 Well Site (the "Well Site") at the current location. GMT and Majestic had initially negotiated that the wells be drilled, and the facilities be built on two separate Well Sites. GMT filed for, and received, approved permits from the Colorado Oil and Gas Conservation Commission ("COGCC") for the two separate Well Sites and associated wells. At that time, the local government having jurisdiction was Adams County.

After agreeing to the location of the two individual Well Sites, Adams County requested that GMT and Majestic revise the surface use plans to consolidate the operation to a single Alternative Well Site. GMT and Majestic evaluated several other options and determined that the Alternative Well Site was best situated in the center of the E/2 of the Section. The Alternative Well Site was identified after considering the following:

### **Leasehold Rights**

- GMT owns Working Interest in and to oil and gas leases in and throughout an existing spacing unit consisting of All of Section 25, All of Section 26, and the E2 of Section 27, Township 3 South, Range 66 West, comprised of 1,600 acres more or less.
- GMT's leasehold rights in and to its leases in Section 26 and Section 27 were taken as NO SURFACE OCCUPANCY leases. No surface operations may be conducted on the surface of Section 26 or 27. These leases are in, and under, the previously established business park owned and operated by Majestic.
- GMT's leasehold rights in and to Section 25 provide for rights to use the surface for operations, but only after entering into a valid Surface Use Agreement with the surface owner, Majestic.
- GMT does not own operated leasehold rights outside of the spacing unit in which it would be able to locate a Well Site to access the minerals under lease and contained in the spacing unit.



**Surface Use Agreement**

- GMT has entered into a valid Surface Use Agreement with Majestic for the construction, drilling, completion, and production operations for the Well Site and associated wells
- GMT does not have a valid Surface Use Agreement with any of the adjacent property owners to the North, South, East, or West.

**Proximity to Building Units**

- The Alternative Well Site is greater than 2,000' from any building unit, with the closest being located approximately 2,308' to the southeast. The previous plan of constructing two Well Sites placed the southern Well Site significantly closer to a residence. Therefore, the Alternative Well Site is more protective of public welfare as it is further from the residence.
- GMT wanted to plan the access to the location in a way it avoided routing trucks and heavy equipment past Green Valley Ranch. The Alternative Well Site allows this by accessing the Well Site from 26th Avenue.

**Proximity to Floodplain**

- The Alternative Well Site is not located within a current floodplain.
- The Access to the Alternative Well Site traverses through a floodplain, and a floodplain permit will be submitted. However, the current floodplain will be amended upon the completion of the First Creek Channel realignment and planned improvements. Once the First Creek Channel improvement project is completed, the Access Road will no longer be within a floodplain. The First Creek Channel realignment and improvement project has an approved Conditional Letter of Map Revision (CLOMR), which supports the statement above.

**Topography**

The land agreed upon to locate the Alternative Well Site is relatively flat and will require minimum grading (cut/fill) to construct. This provides greater protection for the environment by minimizing surface disturbance.

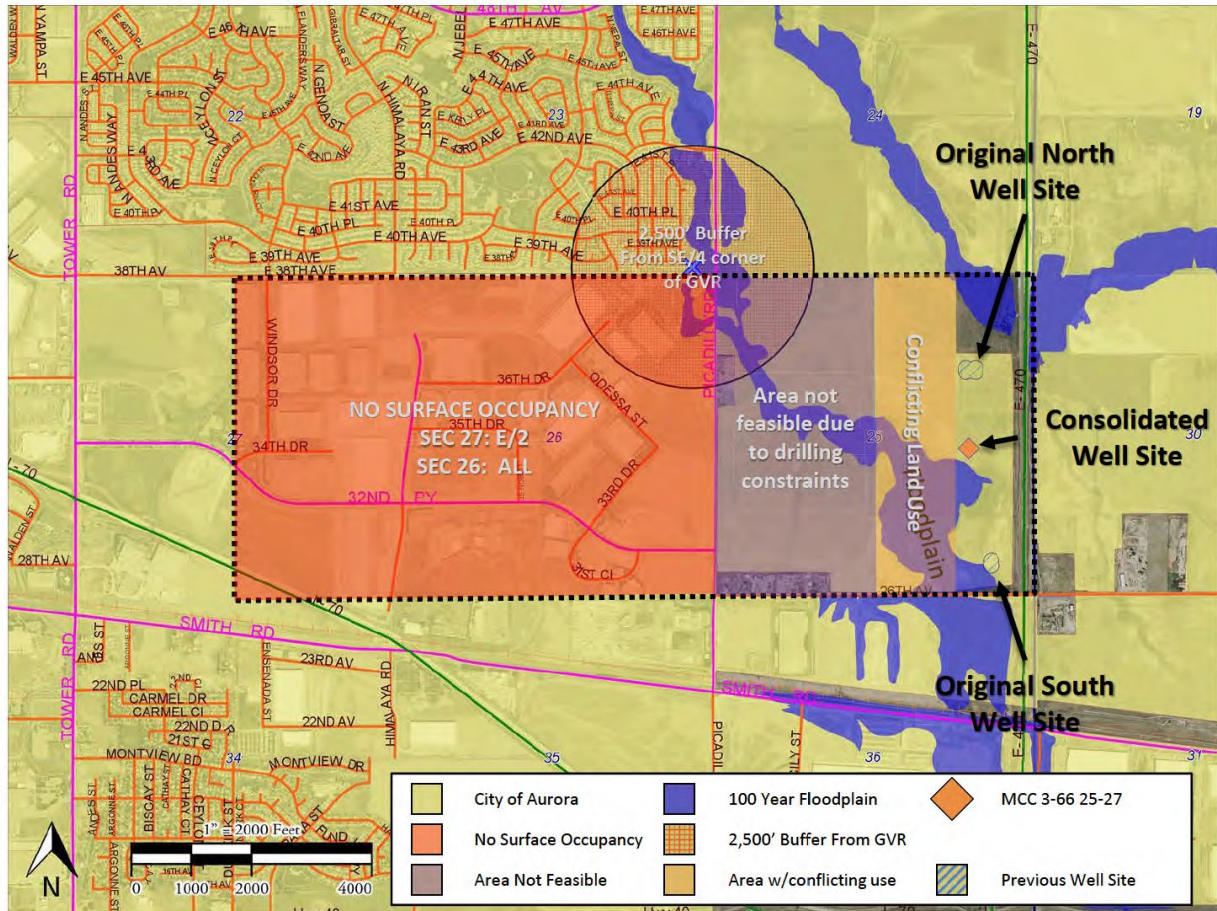
**Majestic's Request**

After evaluating other portions of Section 25 to consolidate its operations to it was requested, by Majestic, to locate the wells at the Alternative Well Site, which does not conflict with Majestic's future land use plans for the remainder of Section 25. This provides greater protection for the public welfare by making best use of city planning principles.

The Alternative Well Site is the most protective of public health, welfare, and the environment, and has been selected as the final Well Site for the application within the City of Aurora and COGCC.



## EXHIBIT E: Results of Alternative Location Analysis





## MEMORANDUM

TO: Aurora Highlands, LLC  
FROM: Howard Boigon  
DATE: July 22, 2020  
RE: GMT Exploration Company Proposed Drilling Location: Impacts on Aurora Highlands

You requested that I review the staff report to the Aurora Planning and Zoning Commission ("PZC") in connection with its consideration of the application of GMT Exploration Company ("GMT") for approval of its location for a proposed 16 well drilling program in close proximity to the Aurora Highlands ("AH") residential development under construction. The proposed drilling location is just west of E-470 near the northwest corner of 26th Avenue and E-470, across E-470 from the AH development. The staff report was prepared for a meeting of the PZC on July 8, 2020 at which I understand the PZC accepted the report and approved the location. The staff report does not reflect any input from AH or any analysis by staff regarding how the proposed location would impact the immediately adjacent AH project, which will include residential construction and community development in proximity to and in sight of the proposed drilling operation from the highway and adjacent roadways. I do not know if AH presented comments at the PZC meeting. You have requested this summary be prepared for presentation to Aurora city officials to support a request that the concerns of AH be considered in the process of reviewing GMT's application for a permit from the City for its proposed location and operations.

1. Neighborhood Meeting; No AH Input. The application states that AH received notice of the neighborhood meeting held on March 11 and that "the feedback received from the citizens and business owners at the meeting was all positive." (p.2) It is my understanding that AH did not attend the meeting. I am not clear on how notice was directed to AH or whether AH actually received notice. But for whatever reason, I understand that no feedback was sent by or solicited from AH.

The report states that in addition to the interaction with the local citizens, GMT discussed the project with an aide to a Denver Councilwoman, in which GMT committed to developing a series of notices aimed at providing the City and County of Denver and Green Valley Ranch Homeowners Association notice of specific operations and project milestones. There is no indication that any such discussions have occurred with Aurora officials representing this area or that GMT plans any such discussions with AH representatives to hear their concerns.



2. No Development Timetable or Limitation. GMT plans initially to drill 16 horizontal wells oriented to the west from the proposed location, apparently crossing into Denver for the terminus of the well bores. The staff report recites that GMT plans to drill two wells initially and may drill up to an additional 14 wells depending on the results of the first two wells. (p.8) There is no timetable or deadline specified for this activity, so it is likely that drilling activity will occur during the height of AH marketing and development and will therefore present to potential residential developers and home buyers the sight of active oil and gas drilling in close proximity to their community in addition to potential impacts from noise, odors, traffic, and other incidents of an active drilling operation. The impact this may have on the pace and success of AH's marketing and development or on homeowners in proximity to the operation has not been addressed in the staff report.

3. Permanent Surface Equipment. The staff report states that in addition to the drilling rig and other equipment to be located on the site during the drilling and completion process, "production equipment for the sixteen (16) proposed wells may consist of ten (10) oil tanks, six (6) water tanks, five (5) separators, two (2) vapor recovery towers (VRT), two (2) emission control devices (ECD), two (2) gas compressors, one (1) LACT unit, one (1) vapor recovery units, one (1) meter house, and proposed electrical and/or solar equipment. Pumping units may be installed should pressure within the wells necessitate their use." (p.9) This will result in permanent large-scale surface installation and operations with continuing impact on the adjacent AH community that are not given any consideration in the report. These impacts would include, for example, continuing truck traffic to offload production and produced water from the location. There is no stated plan to use pipelines for transport of oil, gas and water to and from the site.

4. Alternative Location Analysis; Proximity to AH. The discussion of Alternative Location Analysis concludes, among other things, that locating the well site in the W/2E/2 of Section 25 rather than in the E/2E/2 "would have created a conflict with the Majestic long-term plans," and that other locations in the W/2 of Section 25 or in Sections 26 and 27 were not available due to unspecified "contractual restrictions" and "conflicting land uses." (p.3) The referenced "long term plans," "contractual restrictions," and "conflicting land uses" are not spelled out. So, for example, it is not clear if this is another way of stating that Majestic's development plans are preferred over AH's plans. There is no relative comparison of the plans or the impacts of the proposed drilling operation on those plans. It is not clear what the "conflicting land uses" are that make other sites not available to GMT or whether this simply reflects considerations of cost to GMT or Majestic of using alternative sites.

The alternative location analysis is covered in detail in Exhibit D (pp 12-13) and is depicted on the plat in Exhibit E (p.14). It appears from these exhibits that the major concern was protecting Majestic's surface development; the leases covering sections 26 and 27 are described as No Surface Occupancy leases from Majestic and apparently cover property "in and under" Majestic's business park. (p.12) Ordinarily one would think that a business park would be the ideal place for oil and gas wells as opposed to adjacency to residential development. Indeed, that is what drove AH to acquire property for and to develop an



Energy and Technology Center in Sections 21 and 28, T3S, R65W, to the east of its residential development, in order to concentrate oil and gas surface operations in an industrial area and shield them from residential development. There is no indication that staff (or GMT) investigated the possibility of locating the GMT wells in the AH Energy and Technology Center.

The staff report does not mention the potential impact of the drilling project on the AH residential development or compare relative impacts in analyzing the feasibility and desirability of alternative locations. As noted in the staff report, the requirements for approving the location include consistency with the Comprehensive Plan, compatibility with “existing and planned uses and proposed in the surrounding area,” and not changing the “predominant character of the surrounding area.” (p.4) It appears that the impacts on the AH development were not considered in applying these criteria. As an example, Exhibit D of the staff report specifies projected distance of 2308 feet from the wells and production facilities to existing buildings (p.11) and states that, “If new residences are built in the future in The Aurora Highlands across E-470 to the east,<sup>1</sup> the closest residence could be 1,500 feet from the Oil and Gas Location.” (p.1) The report notes that the location is 1300 feet from the closest platted residential lot, not described but presumably within the AH development. (p.11) But notwithstanding this recognition of the close proximity of the location to planned homes in the AH community, the report gives no weight or other consideration to this proximity, let alone proximity to roads, schools or other components of the AH development or the impact on marketing efforts to prospective home buyers.<sup>2</sup>

5. No Operating Agreement. The City website describes the importance of the Operator Agreements that the City has entered into with Extraction Oil & Gas (Axis) and ConocoPhillips for their proposed operations in the city:

S.B. 181 overhauls also changed state law by clarifying the power of local governments to regulate land use and the siting of oil and gas facilities and broadly expanding local authority to protect against potential, adverse impacts of operations, including the authority to conduct regular on-site inspections, monitor emissions and other externalities often associated with well

<sup>1</sup> It is not clear why the staff thought this residential development was conditional given the ongoing construction at The Aurora Highlands.

<sup>2</sup> It is worth noting that under current practice of the Colorado Oil and Gas Conservation Commission (“COGCC”), a proposed oil and gas location within a municipality or within 1500 feet of a platted subdivision requires enhanced scrutiny and a higher level of mitigation. See Objective Criteria, [https://cogcc.state.co.us/documents/sb19181/DOC/COGCC\\_Directors\\_Final\\_Objective\\_Criteria\\_20190516.pdf](https://cogcc.state.co.us/documents/sb19181/DOC/COGCC_Directors_Final_Objective_Criteria_20190516.pdf); and Objective Criteria Mitigation Measure Toolbox. The COGCC is currently considering substantial changes to its rules to address the Mission Change effected by S.B. 19-181, including consideration of both alternative siting and cumulative impacts, and the expectation is that the new rules will be effective November 2, 2020. So, it is likely that GMT’s COGCC application will become subject to the new COGCC rules, which contemplate a more robust planning process than the current rules. Consideration of AH’s concerns in the Aurora planning process could facilitate COGCC’s ultimate approval and avoid the need for AH to raise its concerns at the COGCC.



sites, and impose administrative fees and non-compliance penalties. An Oil and Gas Operator Agreement is one mechanism to exercise the authority granted under S.B. 181.

Notwithstanding this stated city policy, apparently no Operator Agreement will be required of GMT. Rather, Exhibit D says that “all BMP’s from the Axis Agreement have been added to the Site Plan for legal enforceability” and that there will be a separate Roadway Agreement. (p.12) The Site Plan was not available to me so I was unable to review it to confirm the inclusion of the referenced BMP’s. However, inclusion on the site plan may not provide the same level of accountability and enforceability as an Operating Agreement would provide. It is not clear how and by whom site plan BMP requirements would be enforced; the Aurora Municipal Code provides for enforcement of the zoning ordinance by the director of neighborhood services; that office’s familiarity and capability with respect to oversight of oil and gas operations is not known to me. See AMC § 146-201.A. Presumably compliance with the Site Plan would be a condition of the permit issued by the City and enforcement would be handled by city citations and enforced by the city attorney. See AMC § 146-1207.(C).9. In contrast, the Operator Agreement executed with Axis provides for contractual inspection, monitoring, enforcement and remedies. There are also indemnity and insurance provisions in the Operator Agreement that would not be available to the City in this instance.

The report also says that GMT “agrees” to include all “applicable” BMP’s required by the COGCC in its permit application to the COGCC and that it is GMT’s “intent” to adhere to the COGCC BMP’s. (p.12) There is no specification in the report where this “agreement” or “intent” of GMT is contained or how it is determined which BMP’s are “applicable.” But apparently the intent is to leave it to the COGCC to ascertain compliance with its BMP’s and to leave the city out of the process of inspecting for and enforcing compliance with BMP’s not contained in the Site Plan. By contrast, the Axis Operator Agreement provides for the city to monitor compliance with COGCC requirements and to enforce them if the COGCC does not. (Art.III., section 11.B.)

The Axis Operator Agreement provides that the “more protective” of BMP’s required under the Agreement or applicable law or regulation controls (Art.I, section 5); there is no such provision with respect to GMT’s operation in the absence of an Operator Agreement.

The Axis Operator Agreement also requires a proposed transferee of the Operator’s interest to demonstrate capability of complying with the Agreement as a condition to obtaining City approval of a transfer. (Art. IV, section 5.) There is no approval mechanism stated in the staff report with respect to any transfer by GMT.





## City of Aurora Council Agenda Commentary

Item #: 16a  
 SS: 9/21/20  
 1st: \_\_\_\_\_  
 2nd: \_\_\_\_\_

<b>Item Title:</b> Consideration to appoint two (2) and reappoint one member to the Art in Public Places Commission
<b>Item Initiator:</b> Dahl, Barbara - City Clerk Analyst - General Management
<b>Staff Source:</b> Barkman, Susan - Interim City Clerk - City Council
<b>City Manager/Deputy City Manager Signature:</b> James Twombly
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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

- ☐ Approve Item as proposed at Study Session
 ☐ Approve Item with Waiver of Reconsideration  
☒ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting
 ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

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**Study Session** Meeting Date: 12/16/2019

☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

Actions Taken: ☐ Recommends ☐ Do Not Recommend

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**Board / Commission** Name: Art in Public Places Commission

Meeting Date: 11/06/2019

☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

Actions Taken: ☐ Recommends ☐ Do Not Recommend

### 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 Art in Public Places Commission currently has three openings due to terms about to expire. The commission interviewed five candidates and was extremely impressed with all candidates. After much consideration the Commission respectfully requests the appointment of; Mr. Jesse Jimenez Ward V Ms. Ana Valles Ward IV and the reappointment of: Ms. Amy Cheslin Ward I to the Art in Public Places Commission.



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

The Art in Public Places Commission is composed of 9 members who serve for three years; Commissioners may serve up to 3 terms. Current members, wards and term ending dates are: Noe Laura 8/31/2021 VI Cheslin Amy Pending I Forsman Rick 8/31/2021 IV Kaur Celina 8/31/2021 V Pirtle Brittany 8/31/2021 II Mollicone Mary 8/31/2023 IV Fraizer Vanessa 8/31/2023 III

**QUESTIONS FOR COUNCIL**

Does the council wish to move this forward to the formal agenda?

**LEGAL COMMENTS**

Unless otherwise provided by this Charter, all boards and commissions shall be appointed by the council and shall have such powers and perform such duties as are provided by this Charter or by ordinance. (Charter section 9-1)

The art in public places commission shall consist of nine voting members, each of whom shall be registered electors. The commissioners shall be appointed so as to represent different interests in the community, and at least one member shall be from the visual arts field. (City Code Section 34-166). The art in public places commission shall be directly responsible to the city council. It shall be the function and the duty of the commission to develop and administer a public art policy applicable to public areas in public buildings, outdoor areas, and parks within the city. (City Code Section 34-169). (Tjoyce)

**PUBLIC FINANCIAL IMPACT** *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT** *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

2020 AIPP Commissioner Interviews to Council.pdf  
Amy Cheslin-redacted.pdf  
Jesse Jimenez- redacted.pdf  
Valles, Ana\_Redacted.pdf



Art in Public Places  
14949 E. Alameda Parkway  
Aurora, Colorado 80012  
303.739.6747



## **MEMORANDUM**

**TO:** Mayor Mike Coffman  
Members of City Council

**THROUGH:** Barbara Dahl, Boards and Commissions Coordinator  
Midori Clark, Director, Library and Cultural Services

**FROM:** Robert Niedringhaus, Chair, Art in Public Places Commission

**DATE:** August 10, 2020

**SUBJECT:** Art in Public Places Commission Applicants

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The mission of the Art in Public Places Program is to create great places that contribute to neighborhood development, economic vitality, and enrich and engage the community of Aurora.

Aurora's Art in Public Places Commission is composed of 9 members. Members must be residents of Aurora and at least one member shall be from the visual arts field. The commission currently has three openings. Commissioners Amy Cheslin, George Peck, and Rob Niedringhaus have terms that conclude on August 31, 2020. Amy Cheslin has applied for another term. George Peck and Rob Niedringhaus have decided not to reapply and will stay active until new commissioners are approved.

The Commission interviewed five strong candidates and have selected three to respectfully recommend to City Council. These candidates are described below.

## **SUMMARY OF INTERVIEW RESULTS**

The Art in Public Places Commission strongly supports the re-appointment of Amy Cheslin.

Amy is completing her second term on the AIPP Commission and has become an indispensable member. She has organized art events, contributed as an artist, and is a vocal advocate for the AIPP program. She has served as the Cultural Affairs Liaison and the social media coordinator for the Commission and the AIPP program. Her networking within the art community has also assisted in promoting the arts in general and the AIPP program in particular. Her continued membership on the Commission will bring a wealth of experience and perspective. Amy lives in Ward I.



The Art in Public Places Commission strongly supports the appointment of Jesse Jimenez.

**Jesse Jimenez:** Mr. Jimenez is the existing Arts & Culture Coordinator for the City of Thornton where the focus of his work is on their public art program. He obtained a Bachelor of Fine Arts degree from the San Francisco Art Institute and is an artist. His experience, includes activities which may prove very helpful for the Commission, including reviewing grant applications, review of public art proposals, and advising on public art projects. While he has lived in Aurora for a relatively short time, he has been actively involved in other communities in which he has lived and seeks to engage his talents in the City of Aurora. He should be a very positive addition to the AIPP Commission. Mr. Jimenez lives in Ward V.

The Art in Public Places Commission strongly supports the appointment of Ana Valles.

**Ana Valles:** Ms. Valles brings a very diverse background with experience in management and coordination of business activities. She attended both the INSEEC in Paris, France and the Instituto Tecnologico de Monterrey in Chihuahua, Mexico. While she was the Executive Director of the Mexican Cultural Center in Denver, she gained experience in managing the organization's social media presence and led fund raising initiatives, including community events, sponsorship proposals, and grant applications. She has experience in working with non-profits, including one which partnered in Global Fest. She has a certification in the leadership program of the Hispanic Chamber of Commerce. Ms. Valles lives in Ward IV.



Date: 07/08/2020

Ward No: 1

Board/Commission Applying For: Art in Public Places Commission

Name: Amy Cheslin

Home Address: 2378 Moline Street

City: Aurora

Zip: 80010

Email:

Date of Birth:

Home Phone: 3036691298

Work Phone: 3034146407

How Long in Aurora: 9.25

Register to Vote: Yes

#### EDUCATION:

Years Completed: 16

Degree(s): Bachelor of Fine Arts (BFA) --major: Painting --minor: Art History

Colleges: Savannah College of Art and Design (SCAD)

#### EMPLOYMENT:

Employer Name: Lockton Companies Employer Address: 8110 E. Union Ave, Ste 700, Denver, CO

Position: Senior Account Manager

How Long?: 9 years

Work Experience: Member of the Executive Benefits team - I manage Individually underwritten, Group Disability and Life insurance programs for C-Suite and other highly compensated employees.

Certifications: Life Insurance licensed, State of Colorado Notary, State of Colorado

#### COMMUNITY INVOLVEMENT:

Involvement: yes, to various cultural groups in Aurora Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: Yes If Yes, what position: SCAD Alumni (Pres. of CO chapter) & AIPPC

#### INTERESTS/ACTIVITIES:

Interests/Activities: Art, travel, mural festivals, movies/books, photography, attending community & cultural programs, museums, gardening/flowers, etc.

#### APPOINTMENT:

Why do you desire this appointment? If re-appointed to AIPPC for a final term, I will continue to focus on the promotion of AIPP thru social media and various community events. AIPPC is a great connection with/to other arts groups that I am involved in: 7/20 Foundation (I program their chalk art at annual fundraiser), Aurora Museum Foundation (my spouse is current President & I help with AMF's social



media), Aurora Arts Stakeholders Group (helping to build focus in ACAD), and enjoy Aurora's many Cultural activities. I also served 2 terms on Aurora's Cultural Affairs Commission.  
How much time do you anticipate being able to spend on this appointment each month?: 20+ hours a month

PLEASE GIVE THREE REFERENCES:

Name: Patti Bateman  
Address: 15695 E. Grand Ave, Aurora, CO 80015  
Phone: 3038982054

Name: JoAnne Shook  
Address: 6477 Ammons St, Arvada, CO 80004  
Phone: 3035792410

Name: Laura Noe  
Address: 4785 S. Helena Way, Aurora, CO 80015  
Phone: 7203399392

Applicant Initials Given? Yes - ABC

Date Received: July 10, 20  
Access Entry Date: July 13, 20  
Initials: PA  
Registered Voter: Yes No N/A County: Adams  
As of: 6/30/2011



Date: 01/19/2020

Ward No: 5   
Board/Commission Applying For: Art in Public Places Commission

Name: Jesse Jimenez  
Home Address: 14297 E. Grand Drive #183  
City: Aurora  
Zip: 80220  
Email: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Home Phone: 7149258943  
Work Phone: \_\_\_\_\_  
How Long in Aurora: 6 mo  
Register to Vote: Yes

**EDUCATION:**

Years Completed: 16  
Degree(s): Bachelors of Fine Art  
Colleges: San Francisco Art Institute

**EMPLOYMENT:**

Employer Name: City of Thornton Employer Address: 9209 Dorothy Blvd  
Position: Arts & Culture Coordinator  
How Long?: 2 years  
Work Experience: Currently managing all public art projects for the city of Thornton.  
Certifications:

**COMMUNITY INVOLVEMENT:**

Involvement:  
Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If  
Yes, what position:

**INTERESTS/ACTIVITIES:**

Interests/Activities: Reviewing grant applications, ensuring the transparent and responsible use of funds for public art, review of public art proposals, advising on public art projects.

**APPOINTMENT:**

Why do you desire this appointment? I enjoy being an active member of my community especially in regards to the advancement of arts and culture.  
How much time do you anticipate being able to spend on this appointment each month?: 20



PLEASE GIVE THREE REFERENCES:

Name: Megan Clarke

Address: 2453 N Downing St. Denver, CO 80205

Phone: 7148519171

Name: Krystle Kelley

Address:

Phone: 7205252853

Name: Marelyn Larios

Address:

Phone: 3232445636

Applicant Initials Given? Yes - JJ

Date Received:

June 11, 2020

Access Entry Date:

June 11, 2020

Initials:

PKD

Registered Voter:

☒ Yes

☐ No

☐ N/A

County:

Adams

As of:

1/20/2020



Date: 01/27/2020  
Ward No: IV  
Board/Commission Applying For: Art in Public Places

Name: Ana Valles  
Home Address: 2243 S Buckley Rd #102  
City: Aurora  
Zip: 80013  
Email: [REDACTED]  
Date of Birth: [REDACTED]  
Home Phone: 7202196660  
Work Phone:  
How Long in Aurora: 7 yea  
Register to Vote: Yes

**EDUCATION:**

Years Completed: 4  
Degree(s): International Affairs and International Management  
Colleges: INSEEC in Paris, France Instituto Tecnologico de Monterrey in Chihuahua, Mexico

**EMPLOYMENT:**

Employer Name: Mexican Cultural Center Employer Address: 5350 Leetsdale Dr, Denver CO  
Position: Executive Director  
How Long?: 2 years  
Work Experience: Executive Director, Mexican Cultural Center March 2018 – November 2019 Managed entire organization of employees, volunteers, Board members, and sponsors. Responsible for funding acquisition, personal and corporate donor relations, and fundraising event planning and execution including a Gala. Responsible for Board of Directors relations and presenting monthly business reviews. Responsible for interviewing/hiring, onboarding, and employee management. Managed the organization's budget and led decisions on spend allocation. Aligned and negotiated with partner agencies to execute community programs. Developed and harvested new relationships with various local and international agencies, sponsors, and communities. Managed all marketing communication and strategy. Administrative Coordinator, Mexican Cultural Center July 2015 – March 2018 Managed organization's social media presence across various platforms. Planned and executed 30+ community programs to support the organization's mission. Led fundraising initiatives including community events, sponsorship proposals, and grant applications. Administrative management of office responsibilities. Assistant on Legal Affairs, Consulate General of Mexico in Denver June 2014 – July 2015 Administrative management of various organizational projects including 1:1 consultation with clientele and managing immigration cases. Responsible for new hire onboarding and training. Worked directly with management to determine organizational roadmap for initiatives/projects.  
Certifications: Leadership program by the Hispanic Chamber of Commerce

**COMMUNITY INVOLVEMENT:**

Involvement: The worked I did at the MCC was very community oriented, giving access to t Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If Yes, what position:

**INTERESTS/ACTIVITIES:**

Interests/Activities: art, culture, community, marketing

**APPOINTMENT:**



Why do you desire this appointment? I will like to support on making recommendations and advice to the City on the public arts programs in the different areas. I strongly believe the arts unites communities.

How much time do you anticipate being able to spend on this appointment each month?: 2-5 hours

PLEASE GIVE THREE REFERENCES:

Name: Gina del Castillo

Address:

Phone: 303-359-0585

Name: Claudia Moran

Address:

Phone: 303-332-4858

Name: Elizabeth Elizondo

Address:

Phone: 720-271-6798

Applicant Initials Given? Yes - AV

Date Received: 01-27-2020

Access Entry Date: 01-31-2020

Initials: DRA

Registered Voter: X Yes      No      N/A County: Arapahoe

As of: 09-25-2018

STATISTICAL INFORMATION:

How did you hear about us? Word of Mouth





## City of Aurora Council Agenda Commentary

Item #: 16b  
SS: 9/21/20  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration of the reappointment of two (2) members and the appointment of one (1) to the Historic Preservation Commission.

**Item Initiator:** Dahl, Barbara - City Clerk Analyst - General Management

**Staff Source:** Barkman, Susan - Interim City Clerk - City Council

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 1.2--Develop neighborhood and community relationships

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☒ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

**PREVIOUS ACTIONS OR REVIEWS:****Board /  
Commission**

Name: Historic Perservation Commission

Meeting Date:

☐ Minutes Attached

☒ Minutes Not Available

Actions Taken: ☐ Recommends      ☐ Do Not Recommend

☐ Forwarded without Recommendation

☐ Recommendation Report Attached

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

The Historic Preservation Commission is recommending the following be appointed/reappointed to the commission; Mr. Thomas Terpening II (Ward IV) Mr. Charlie Lee Peters (Ward V) Mr. Michael Ackman (Ward VI) The Historic Preservation Commission strongly supports the appointment of these people to this commission.

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

The Historic Preservation Commission is comprised of eleven members all of whom can serve three consecutive three-year terms. Members shall be residents and registered electors. Five members shall be professional members with an interest, competence or knowledge of historic preservation or have professional experience in the disciplines of history, architecture, historic architecture, architectural history or archaeology. Current members of the Historic Preservation Commission, including their wards and term ending dates, are: Tucker, Jr. Gordon 7/31/2021 II Hamilton Elizabeth 7/31/2021 V Evans Lynn 7/31/2022 V Lockwood Michael 7/31/2021 I Peters Charles PENDING V Ackman Michael



PENDING VI Morehouse Courtney 7/31/2021 III Berens Megan 7/31/2021 IV Geddes Chris 7/31/2021  
V Henk Barbara 7/31/2021 VI

### **QUESTIONS FOR COUNCIL**

Does the Aurora City Council wish to move these appointments to the formal agenda?

### **LEGAL COMMENTS**

The historic preservation commission (HPC) shall consist of 11 voting members: five "professional" members and six qualified citizens. All 11 members shall be registered electors of the city and shall be appointed by city council. The five professional members shall exhibit (1) an interest, competence, or knowledge of historic preservation; and (2) professional experience in the disciplines of history, architecture, historic architecture, architectural history and archaeology. (Code Section 78-26). Some of the listed powers and duties of the HPC are to make recommendations to the planning and zoning commission and to city council regarding development issues, to recommend names to the city council for public places which are pertinent to the city's history, and to preserve, protect, enhance, regulate and promote the use of buildings, structures, sites and districts that are important in local, state or national history (City Code Section 78-31). (Lathers)

### **PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☐ Yes ☒ No

no

### **PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

### **EXHIBITS ATTACHED:**

Charles Lee Peters- Redacted.pdf  
MEMO HPC\_08.14.2020.docx  
Michael Ackman- Redacted.pdf  
Thomas Terpening III- Redacted.pdf





## **MEMORANDUM**

**TO:** Mayor Mike Coffman  
Members of City Council

**THROUGH:** Barbara Dahl, City Clerk  
Midori Clark, Director, Library and Cultural Services  
Scott Williams, Director, Aurora History Museum and Historic Sites

**FROM:** Drake Brownfield, Historic Preservation Specialist  
(Staff Liaison to Historic Preservation Commission)

**DATE:** August 14, 2020

**SUBJECT:** Aurora Historic Preservation Commission Applicants

---

The purpose of the Aurora Historic Preservation Commission (AYC) is to advise City Council and City Management regarding historic preservation and interpretation initiatives in Aurora.

The HPC is made up of 11 members; 6 members are professionals in the areas of historic preservation such as, archaeology, anthropology, architecture, and education. 5 members are from the general citizenry of Aurora.

As of July 31, 2020, the Commission has two members up for reappointment and one vacancy. The Commission held interviews for the reappointments and vacancy on August 11<sup>th</sup>, 2020.

**Vacancy Appointment: Thomas Terpening III**

Thomas Terpening III, Ward IV – Mr. Terpening III is currently pursuing an MBA from UCD on his GI bill after 13 years active duty with the US Army. He held the position of Officer and holds a brewing certification. An Aurora resident for two years, Mr. Terpening III has always enjoyed history and historic preservation, owning and maintaining several historic houses in his lifetime, specifically in Florida and Georgia. He acknowledges the link between history and community, identified strongly through the preservation of the built environment. Mr. Terpening III wishes to join the HPC to help guide Aurora through historically-conscious redevelopment to maintain its unique community.

**Reappointment: Charles Lee Peters**

Charlie Peters, Ward V – Mr. Peters is an 18-year resident of Aurora. An accomplished Attorney and Court Judge, he has brought an invaluable legal perspective to the Aurora HPC. In addition, he maintains a deep fascination for history, genealogy, and historic architecture and its preservation. Mr. Peters demonstrated immense initiative in performing research on the HPC's latest landmark nomination: the Smith-Cox House at 1557 N. Dallas Street. Without his persistent work, the landmark nomination would not have progressed. Upon completion of this



nomination, he immediately wishes to begin another nomination. Mr. Peters continues to be an invaluable addition to the Aurora HPC.

Reappointment: Michael Ackman

Michael Ackman, Ward VI – A lifelong resident of Aurora, Mr. Ackman is the embodiment of civil service. After over 40 years with the Aurora Fire Department, he still finds innumerable ways to serve his community. Conducting historic tours with new firefighters, contacting potential landmark owners, and performing liaison work between the Aurora History Museum and AFR are just a few of the ways Mr. Ackman promotes history and historic preservation this month alone. He also performs valuable research and checks the condition of landmarks. In addition to the HPC, the Aurora History Museum's exhibits and programming have directly benefitted from his input. Mr. Ackman has proven to be an excellent Commissioner.

In conclusion, the Aurora Historic Preservation Commission respectfully suggests the re-appointments of two (2) members: Charles Lee Peters and Michael Ackman., as well as the appointment of one (1) new member: Thomas Terpening III.



Date:

**06/22/2020**

**City of Aurora**  
**APPLICATION FOR APPOINTMENT**  
 PLEASE TYPE OR PRINT CLEARLY

Ward No.



**Application kept for One Year. May Attach Resume.**

Board/Commission Applying For:

**Aurora Historic Preservation Commission**

**PERSONAL INFORMATION:**

Name: <b>CHARLES LEE PETERS</b>		How long in Aurora: <b>18 yrs</b>	
Home Address: <b>2726 S. Quintero St, Aurora, CO 80013</b>		Registered to Vote: <b>Yes</b>	
e-mail address: _____	**Date of Birth:	Home Phone: <b>720-219-9691</b>	Work Phone: <b>303-617-3726</b>

**\*\*Required to verify voter registration**

Yrs. Completed: <b>19</b>	Degree(s): <b>Juris Doctorate</b>
Colleges: <b>University of Wyoming College of Law</b>	

**EMPLOYMENT:**

Employer Name/Address: <b>Riggs Abney Neal Turpin Orbison and Lewis, PC</b>	Position: <b>Attorney</b>	How long? <b>1 year</b>
Work Experience: <b>Attorney and Judge, Retired US Navy</b>	Certifications: <b>Juris Doctorate</b>	

**COMMUNITY INVOLVEMENT:**

<b>Commissioner, Aurora Historic Preservation Commission</b>
DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? <b>Yes</b>
If yes, what position: <b>Commissioner, Aurora Historic Preservation Commission</b>

**INTERESTS/ACTIVITIES:**

<b>Woodworking, Auto Restoration, History, Travel</b>
---

**WHY DO YOU DESIRE THIS APPOINTMENT:**

<b>I am currently on the commission and enjoy the volunteer activity and wish to continue.</b>
How much time do you anticipate being able to spend on this appointment each month? <b>10 hours</b>

**PLEASE GIVE THREE REFERENCES:**

Name: <b>Stephen Ruddick</b>	Address: <b>15802 E. 8<sup>th</sup> Cir., Aurora, CO 80011</b>	Phone: <b>303-898-8314</b>
Name: <b>Phil Vadeboncoeur</b>	Address: <b>10933 W. Exposition Pl., Lakewood, CO 80226</b>	Phone: <b>303-324-6890</b>
Name: <b>Drake Brownfield</b>	Address: <b>15051 E. Alameda Pkwy, Aurora, CO 80012</b>	Phone: <b>303-739-6661</b>

I certify that the foregoing information is true and correct.

Charles Lee Peters

(Volunteer's name printed)

  
 (Volunteer's signature)
**06/22/2020**

(Date)

**SEND COMPLETED FORM TO:**

**CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012**

**PHONE: 303.739.7094 FAX: 303.739.7520.**

**(-OVER-)**







**How did you hear about us:**

- ☐ Newspaper: \_\_\_\_\_  
☐ News Aurora (water bill newsletter)  
☐ Channel 8  
☐ Word of Mouth  
☒ Other: Current Commissioner

**FOR OFFICE USE ONLY:**

Date Received: <u>July 6, 20</u>	Registered Voter: <u>P</u> Yes ___ No ___ N/A	County: <u>Arapahoe</u>
Excel Entry Date: <u>July 7, 20</u>	As of: <u>6/13/2023</u>	Volunteer Agreement Signed?: ___ Yes ___ No
Initials: <u>PP</u>	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:	







The Honorable Mayor Michael Coffman  
Aurora City Council  
15151 E. Alameda Parkway  
Aurora, CO 80012-1553

RE: Application for reappointment to the Aurora Historical Preservation Commission

Dear Mayor and Members of the Aurora City Council:

My term of office on the above-named board has recently expired or will expire soon. I am interested in serving an additional term;

I hope you will sincerely consider my application and reappointment.

Sincerely,



---

Signature

Charles Lee Peters

---

Printed name

Aurora Historic Preservation Commission

---

Name of Board/Commission

June 22, 2020

---

Date







Date:

**07/05/2020**

**City of Aurora**  
**APPLICATION FOR APPOINTMENT**  
 PLEASE TYPE OR PRINT CLEARLY

Ward No.

**6**

**Application kept for One Year. May Attach Resume.**

Board/Commission Applying For:

**Historic Preservation Commission****PERSONAL INFORMATION:**

Name: <b>MICHAEL E. ACKMAN</b>		How long in Aurora: <b>60 years</b>	
Home Address: <b>7244 S. Fultondale Ct.</b>		Zip: <b>80016</b>	Registered to Vote: <b>Y</b>
e-mail address:	**Date of Birth:	Home Phone: <b>303-881-2304</b>	Work Phone: <b>303-739-1668</b>

**EDUCATION:****\*\*Required to verify voter registration**

Yrs. Completed: <b>14</b>	Degree(s): <b>Associates Applied Fire Science</b>
Colleges: <b>Community College of Denver</b>	

**EMPLOYMENT:**

Employer Name/Address: <b>City of Aurora</b>	Position: <b>Asst. Facility Mgr.</b>	How long? <b>2 years</b>
Work Experience: <b>43 years as Firefighter for Aurora (retired)</b>	Certifications:	

**COMMUNITY INVOLVEMENT:**

<b>HPC</b>
DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what position: <b>HPC 2017-2020</b>

**INTERESTS/ACTIVITIES:**

<b>Sports, Travel, Reading</b>
--------------------------------

**WHY DO YOU DESIRE THIS APPOINTMENT:**

<b><u>This is a re-appointment request. As a lifelong resident and long time Fire department Employee, I take great pride in respecting and maintaining our historic past.</u></b>
How much time do you anticipate being able to spend on this appointment each month? <b>12-24 hours</b>

**PLEASE GIVE THREE REFERENCES:**

Name: <b>Shane Ellison</b>	Address: <b>7234 S, Fultondale Ct.</b>	Phone: <b>303-503-1089</b>
Name: <b>Bryan Neill</b>	Address: <b>Unknown</b>	Phone: <b>757-749-1616</b>
Name: <b>Paul Cordova</b>	Address: <b>6169 Stormy Mtn. Ct.</b>	<b>303-868-5159</b>

I certify that the foregoing information is true and correct.

**Michael E. Ackman**  
 (Volunteer's name printed)

  
 (Volunteer's signature)

**7-5-2020**  
 (Date)

**SEND COMPLETED FORM TO:**  
**CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012**  
**PHONE: 303.739.7094 FAX: 303.739.7520.**

**(-OVER-)**



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

**FOR OFFICE USE ONLY:**

Date Received: <u>July 10/20</u> Excel Entry Date: <u>July 10/20</u> Initials: <u>[Signature]</u>	Registered Voter: <u>[Signature]</u> Yes ___ No ___ N/A ___ County: <u>Alameda</u> As of: <u>4/21/1983</u> 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:	



The Honorable Mayor  
Aurora City Council  
15151 E. Alameda Parkway  
Aurora, CO 80012-1553

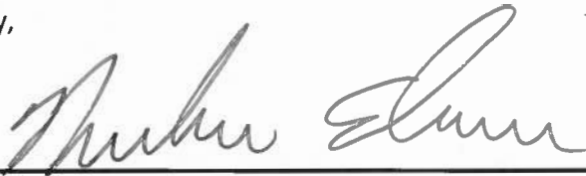
RE: Application for reappointment to HISTORIC PRESERVATION COMMISSION

Dear Mayor and Members of the Aurora City Council:

My term of office on the above-named board has recently expired or will expire soon. I am interested in serving an additional term;

I hope you will sincerely consider my application and reappointment.

Sincerely,



Signature

MICHAEL E. ACKMAN

Printed name

HISTORIC PRESERVATION COMMISSION

Name of Board/Commission

7/5/2020

Date







Date: 06/12/2020

Ward No: 11

Board/Commission Applying For: Historic Preservation Commission

Name: Thomas Terpening III

Home Address: 11644 East Cornell Circle

City: Aurora

Zip: 80014

Email:

Date of Birth:

Home Phone: 8136000910

Work Phone: 8136000910

How Long in Aurora: 2

Register to Vote: Yes

#### EDUCATION:

Years Completed: 4

Degree(s): BS in Finance MBA in progress

Colleges: University of Central Florida University of Colorado Denver

#### EMPLOYMENT:

Employer Name: US Army Employer Address: Various Positions

Position: Officer

How Long?: 13

Work Experience: Infantry Officer Finance Officer

Certifications: Brewing

#### COMMUNITY INVOLVEMENT:

Involvement: Veterans to Farmers Program Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If Yes, what position:

#### INTERESTS/ACTIVITIES:

Interests/Activities: History, finance, economics, business, military, art, beer, historic buildings, food.

#### APPOINTMENT:

Why do you desire this appointment? I believe strongly that there is connection between historic buildings and a culture of a community. I want to make sure that these buildings are considered in smart development.

How much time do you anticipate being able to spend on this appointment each month?: 21 days



PLEASE GIVE THREE REFERENCES:

Name: Mary Fabrikant

Address:

Phone: 3035216343

Name: Sherri Mitchell

Address:

Phone: 3039038364

Name: Morgan Forsyth

Address:

Phone: 7202736360

Applicant Initials Given? Yes - TT

Date Received: June 16, 20

Access Entry Date: June 16, 20

Initials: BS

Registered Voter: Yes No N/A County: Arapahoe

As of: 3/5/2020





## City of Aurora Council Agenda Commentary

Item #: 16c  
 SS: 9/21/20  
 1st: \_\_\_\_\_  
 2nd: \_\_\_\_\_

<b>Item Title:</b> Consideration to appoint two (2) members to the Aurora Immigrant and Refugee Commission
<b>Item Initiator:</b> Dahl, Barbara - City Clerk Analyst - General Management
<b>Staff Source:</b> Barkman, Susan - Interim City Clerk - City Council
<b>City Manager/Deputy City Manager Signature:</b> James Twombly
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 1.2--Develop neighborhood and community relationships

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

- ☐ Approve Item as proposed at Study Session
 ☐ Approve Item with Waiver of Reconsideration  
☒ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting
 ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

#### Board / Commission

Name: Immigrant ans Refugee commission

Meeting Date:

- ☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

Actions Taken: ☐ Recommends ☐ Do Not Recommend

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

The Aurora Immigrant and Refugee Commission has two openings due to terms expiring. The commission is requesting the appointment of ;

**Ms Julie Ressalam**  
**Ms. Karen Colato**

Ward IV  
 Ward V

If appointed, these terms would expire December 2022.

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

Members serve on two year terms and this is an eleven (11) member commission. Current members and their wards and term ending dates are:



Sabe Kemer	Ward IV	12/2022
Marlon Erazo	Ward IV	8/2021
Linda Skelley	Ward V	8/2021
Kevin Vargas	Ward III	8/2021
Jackie Zvejnieks	Ward IV	8/2021
Samuel Gebremichael	Ward III	12/2022
Debora Jimenez	Ward III	12/2022
Rich Parker	Ward V	12/2022
Marcus Doe	Ward I	12/2021

### QUESTIONS FOR COUNCIL

Does the City Council wish to move this to the formal agenda?

### LEGAL COMMENTS

Unless otherwise provided by the Charter, all boards and commissions shall be appointed by the council, shall be advisory in character...and shall have such powers and perform such duties as are provided by the Charter or by ordinance. (City Charter Section 9-1). (Lathers)

### PUBLIC FINANCIAL IMPACT *(If Yes, EXPLAIN)*

☐ Yes ☒ No

no

### PRIVATE FISCAL IMPACT *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

N/A

### EXHIBITS ATTACHED:

AIRC appt memo 8-27-2020.pdf  
 Julie Ressalam- Redacted.pdf  
 Karen Colato- Redacted.pdf



# MEMORANDUM



City of Aurora

*Worth Discovering • auroragov.org*

**TO:** Mayor Coffman & Members of City Council

**THROUGH:** Roberto Venegas, Deputy City Manager

**FROM:** Ricardo Gambetta, Manager Office of International & Immigrants Affairs

**DATE:** August 27, 2020

**SUBJECT:** AIRC Appointment

---

August 27, 2020

Dear Mayor Coffman & Members of City Council,

The Aurora Immigrant and Refugee Commission (AIRC) consists of eleven (11) voting members appointed by the Aurora City Council. AIRC has 2 open positions that need to be filled due to term expiration of previous members. After a series of outreach efforts by AIRC and OIIA, the City Clerk's office received 10 applications. As the AIRC reviews the applications, two candidates did not respond and one candidate did not come to the scheduled interview due to family emergency. The AIRC conducted interviews with 7 applicants on August 10, 2020 via Zoom Meeting. The AIRC members were very impressed with all applicants but they would like to recommend following diverse and qualified group of people for the current opening.

On behalf of the Chair of the Aurora Immigrant and Refugee Commission, we are recommending the City Council approve the following action:

**1- Appointment of new members,**

- a- Julie Ressalam: The Commission was very impressed with Ms. Ressalam's interview. Ms. Ressalam served as the Chair of the AIRC in 2019 and she is actively involved in 2020 Census Complete Count Committee. The commission is very excited to bring her on board again.
- b- Karen Colato: The Commission members were very happy to see Ms. Colato apply to the commission. Her involvement with the Salvadoran/Latino community in Aurora should be a big asset to the team. The commission is very excited to have Ms. Colato on the team.

Thank you for your consideration and please let me know if you have any questions or concerns.



Date: 03/09/2020

Ward No: 4

Board/Commission Applying For: Immigrant and Refugee Commission

Name: Julie Ressalam

Home Address: 12803 E Nevada Circle

City: Aurora

Zip: 80012

Email:

Date of Birth:

Home Phone: 3015376713

Work Phone: 3037241943

How Long in Aurora: 3

Register to Vote: Yes

#### EDUCATION:

Years Completed: 18

Degree(s): BS, Biobehavioral Health MPH, Public Health, Epidemiology

Colleges: Pennsylvania State University Saint Louis University

#### EMPLOYMENT:

Employer Name: University of Colorado Employer Address: 13080 E. 19th Avenue, CB B137

Position: Senior Research Coordinator

How Long?: 3.5 years

Work Experience: coordinate the Contemporary Genocide program that has to do with the disenfranchisement of the refugee population, program/project management, global health research

Certifications: Community Health Education Specialist (CHES) Basic Life Skills

#### COMMUNITY INVOLVEMENT:

Involvement: previous member

Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If

Yes, what position:

#### INTERESTS/ACTIVITIES:

Interests/Activities: census 2020, public health, voters rights, employment

#### APPOINTMENT:

Why do you desire this appointment? I would like to be considered to rejoin this commission because I deeply believe in its ability to affect change. Having seen and worked with those on the commission first hand, I know how passionate and caring they are about the immigrant and refugee population. I would like to contribute my time, efforts, and energy to building on what the AIRC has accomplished and continuing to grow to support the most diverse community in Colorado.



How much time do you anticipate being able to spend on this appointment each month?: 10 hours

PLEASE GIVE THREE REFERENCES:

Name: Jeanette Rodriguez  
Address: 18973 E Vassar Dr Aurora CO 80013  
Phone: 7206298411

Name: Matthew Wynia  
Address: 8 S Monaco St Denver CO  
Phone: 3037241903

Name: Kevin Vargas  
Address: 3300 S. Parker Rd., Ste. 100 Aurora, CO  
Phone: 303-949-4321

Applicant Initials Given? Yes - JAR

Date Received: 5/4/20

Access Entry Date: 5/15/20

Initials: JAR

Registered Voter: Yes No N/A County: Arapahoe

As of: 4/16/2020



Date: 03/21/2020

Ward No:

Board/Commission Applying For: Immigrant and Refugee  
Commission

Name: Karen Colato

Home Address: 19102 E Milan Circle

City: Aurora

Zip: CO

Email: \_\_\_\_\_

Date of Birth:

Home Phone: 729-839-3912

Work Phone:

How Long in Aurora: 1 yr

Register to Vote: No

#### EDUCATION:

Years Completed:

Degree(s): High School Diploma

Colleges:

#### EMPLOYMENT:

Employer Name: Adams County School District 14 Employer

Address: 5291 E 60th Ave.

Position: Administrative Assistant

How Long?: 5 years

Work Experience:

Certifications:

#### COMMUNITY INVOLVEMENT:

Involvement: Community Volunteer

Do you Presently Serve in Any Other Appointed Position on a  
Board, Commission or Committee?: No If Yes, what position:

#### INTERESTS/ACTIVITIES:







Interests/Activities: Soccer Time with family Movies

APPOINTMENT:

Why do you desire this appointment? Since a young age I have enjoyed giving back to my community through various volunteering opportunities through church, non-profit organizations, or individually. Providing a service is important to me, specially to those who are under-represented and under served. As a Latina, I have seen and experience first hand the lack of resources and knowledge in our community, I enjoy being of service to make a difference, empower people and motivate my peers to volunteer helping others.

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

PLEASE GIVE THREE REFERENCES:

Name: Rene Mejia

Address: 2200 Chambers Rd. Aurora, CO 80011

Phone: 720-346-8988

Name: Sandra Marroquin

Address: 2200 Chambers Rd. Aurora, CO 80011

Phone: 720-505-9636

Name: John Poynton

Address: 5291 E 60th Ave. Commerce City, CO 80022

Phone: 303-591-6141

Applicant Initials Given? Yes - KC







Date Received: March 24, 2020

Access Entry Date: March 26, 2020

Initials: BD

Registered Voter: Yes ☒ No ☐ N/A County:

As of: N/A









## City of Aurora Council Agenda Commentary

Item #: 16d  
 SS: 9/21/20  
 1st: \_\_\_\_\_  
 2nd: \_\_\_\_\_

<b>Item Title:</b> Consideration to appoint two (2) members to the Cultural Affairs Commission
<b>Item Initiator:</b> Dahl, Barbara - City Clerk Analyst - General Management
<b>Staff Source:</b> Barkman, Susan - Interim City Clerk - City Council
<b>City Manager/Deputy City Manager Signature:</b> James Twombly
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 1.2--Develop neighborhood and community relationships

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

- ☐ Approve Item as proposed at Study Session
 ☐ Approve Item with Waiver of Reconsideration  
☒ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting
 ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

#### Board / Commission

Name: Cultural Affairs Commission

Meeting Date:

☐ Minutes Attached

☒ Minutes Not Available

Actions Taken: ☐ Recommends ☐ Do Not Recommend

☐ Forwarded without Recommendation

☐ Recommendation Report Attached

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

The Cultural Affairs Commission is seeking the appointment of Mr. Tone Ellis De Jesus (Ward V) and Ms. Tishany Jenkins(Ward VI). The Cultural Affairs Commission strongly recommends these appointments. If reappointed, their terms would expire on August 31, 2022.

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

The Cultural Affairs Commission is comprised of eleven members. All of whom can serve three consecutive three year terms. Current members of the Cultural Affairs Commission including their wards and term ending dates are as follows: Mollicone Molly "Mary" 8/31/2020 IV Crenshaw Janice 8/31/2022 IV Tucker Sethe 8/31/2022 n/a Maycheco Maureen 8/31/2021 V Betts Donnie 8/31/2021 IV Varcoe Ree 8/31/2021 III Meares Douglas 8/31/2022 IV

### QUESTIONS FOR COUNCIL

Does the City Council wish to move this item forward to the formal agenda?



**LEGAL COMMENTS**

The purpose of the Cultural Affairs Commission is to provide for ongoing systematic planning for the development of cultural arts activities within the city and to implement the arts plan. (City Code Section 34-26). This commission shall be composed of 11 members, which shall be drawn from active participants in various aspects of the arts community and shall include at least one member from the Aurora Arts and Humanities Council, one member from the art in public places commission, one member from the Aurora Fox Arts Center Board, and one member from the Business for the Arts Council of the Chamber of Commerce. (City Code Section 34-28). (Lathers)

**PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

De Jesus, Tone- Redacted.pdf  
Memo to appoint Ellis de Jesus and Jenkins.docx  
Tishany Jenkins- Redacted.pdf





TO: Mayor and City Council

FROM: Auset Maryam Ali, Vice Chair, Aurora Cultural Affairs Commission  
Stephen Ruger, City Clerk  
Barbara Shafer, City Clerk Analyst

DATE: July 24, 2020

SUBJECT: Appointment to Cultural Affairs Commission

The Cultural Affairs Commission consists of eleven (11) voting members and one non-voting member (the Cultural Services Manager or his/her designee). As of July 24, 2020, the Commission has three vacancies due term limits and one resignation. The Cultural Affairs Commission unanimously supports the appointment of Mr. Tone Ellis De Jesus (Ward V) and Tishany Jenkins (Ward VI) to the Cultural Affairs Commission. Interviews were conducted by a subcommittee of the Cultural Affairs Commission. Interview results are as follows:

**Mr. Tone Ellis de Jesus** (Ward V) was extremely impressive with his vast experience and knowledge with cultural happenings in and around the Aurora area. Tone has attended the Cultural Affairs Commission monthly meetings as a member of the public and has shown a commitment to Cultural Arts in Aurora. He would be an ***outstanding asset*** to this commission and is *highly recommended* for the current opening on this commission.

**Ms. Tishany Jenkins** (Ward VI) was very professional and showed a great interest in the Cultural Affairs Commission. She brings a history of volunteerism and familiarity with the Aurora area. The Commission highly recommends Ms. Jenkins for appointment to the Cultural Affairs Commission.

The Cultural Affairs Commission unanimously supports the appointment of Mr. Tone Ellis de Jesus (Ward V) and Ms. Tishany Jenkins (Ward VI) to the Cultural Affairs Commission. The Cultural Affairs Commission feels that the perspective, knowledge and experiences that Mr. Tone Ellis de Jesus and Ms. Tishany Jenkins have, would be a benefit to The City of Aurora.



Date:

01-31-2020

**City of Aurora**  
**APPLICATION FOR APPOINTMENT**  
 PLEASE TYPE OR PRINT CLEARLY

Ward No.

V

**Application kept for One Year. May Attach Resume.**

Board/Commission Applying For:

CULTURAL AFFAIRS COMMISSION

**PERSONAL INFORMATION:**

Name: <b>TONE ELLIS DE JESUS (LEGAL NAME: DWAYNE ANTHONY ELLIS)</b>		How long in Aurora: <b>5 years</b>	
Home Address: <b>13890 E Marina Drive, Apt 209 Aurora CO</b>		Zip: <b>80014</b>	Registered to Vote: <b>Yes</b>
e-mail address:	**Date of Birth:	Home Phone: <b>719-799-3899</b>	Work Phone: <b>719-799-3899</b>

**EDUCATION:****\*\*Required to verify voter registration**

Yrs. Completed: <b>2</b>	Degree(s): <b>Communications Design</b>
Colleges: <b>Atlanta Technical College</b>	

**EMPLOYMENT:**

Employer Name/Address: <b>Self-employed/Contractor</b>	Position: <b>Designer</b>	How long? <b>20 years</b>
Work Experience: <b>Communications design; marketing; graphic design</b>	Certifications:	

**COMMUNITY INVOLVEMENT:**

<b>Includes volunteering for Pop Culture Classroom (mentioned below) and for various LGBTQ organizations.</b>	
DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, what position: <b>I'm the Board President for Pop Culture Classroom, a Denver-based education 501(c3).</b>	

**INTERESTS/ACTIVITIES:**

<b>I'm a geek personified with an interest with all things sci-fi, fantasy, superheroes, marketing, and technology.</b>
---

**WHY DO YOU DESIRE THIS APPOINTMENT:**

<b>I would like to help raise the awareness of the diverse selection of art, culture, and family events in Aurora.</b>
How much time do you anticipate being able to spend on this appointment each month? <b>25 hrs</b>

**PLEASE GIVE THREE REFERENCES:**

Name: <b>Sam Sgroi</b>	Address: <b>9691 E 59<sup>th</sup> Dr Denver CO 80238</b>	Phone: <b>970-331-4872</b>
Name: <b>Sam Fuqua</b>	Address: <b>4661 18<sup>th</sup> St Boulder CO 80304</b>	Phone: <b>303-817-1238</b>
Name: <b>David Cowell</b>	Address: <b>10515 E 40<sup>th</sup> Ave Denver CO 80239</b>	Phone: <b>303-931-3099</b>

I certify that the foregoing information is true and correct.

Tone Ellis de Jesus  
 (Volunteer's name printed)

\_\_\_\_\_  
 (Volunteer's signature)

1/21/2020  
 (Date)

**SEND COMPLETED FORM TO:**  
**CITY CLERK'S OFFICE, 15151 E. Alameda Parkway, Suite 1400, Aurora, CO 80012**

**PHONE: 303.739.7094 FAX: 303.739.7520**

October 5, 2020 Council Meeting, Page 573

**(-OVER-)**



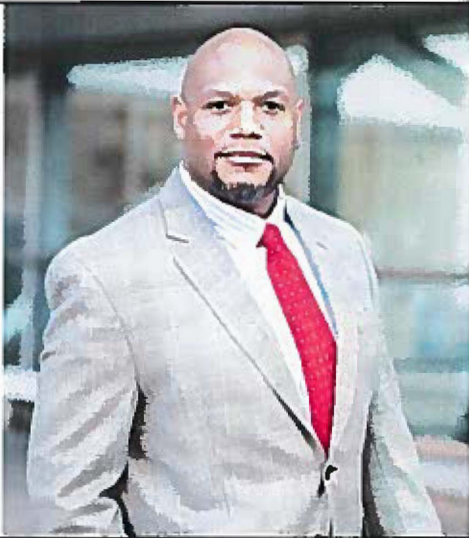
<b>How did you hear about us:</b> <input type="checkbox"/> Newspaper: _____ <input type="checkbox"/> News Aurora (water bill newsletter) <input type="checkbox"/> Channel 8 <input type="checkbox"/> Word of Mouth <input checked="" type="checkbox"/> Other: <u>Aurora gov website</u>	

**FOR OFFICE USE ONLY:**

Date Received: <u>01-31-2020</u> Excel Entry Date: <u>01-31-2020</u> Initials: <u>ORA</u>	Registered Voter: <u>X</u> Yes ___ No ___ N/A County: <u>Arapahoe</u> As of: <u>03-25-2011</u> 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:	





# Tone Ellis <sup>de</sup> Jesus

**Communications Designer**

**719-799-3899**

**Pop Culture Classroom**  
**tone@popcultureclassroom.org**

I'm a Communications Design specialist with experience in graphic design, logo design, websites, data gathering, data analysis, project management, and marketing. My passion is helping artists and small-to-midsize non-profits build effective brand strategies, and navigating the digital frontier while residing on a modest budget.

**Interests:** I'm a geek personified with an obsession with all things sci-fi, fantasy, superheroes, and technology.

I started my career in broadcasting, behind the mic in radio and behind the board on television. Since transitioning to design, I've had the honor of working with a diverse range of organizations that support civil rights, the LGBTQ community, women's equality, and health awareness. These organizations include SCLC, SCLC-WOMEN, ACLU, Children's Miracle Network, and OUT FRONT Magazine. Recently, I've added artist Kickstarter marketing to my services, along with managing their websites, social media presence, and onsite promotion at events.

Currently, I serve as the President of the Board of Directors for Pop Culture Classroom, a Colorado-based non-profit that develops Common Core-aligned curriculum using pop culture media. Also, we develop teaching guides for publishers such as DC Comics. We are mostly known for operating Denver Pop Culture Con (formerly Denver Comic Con) and Reno Pop Culture Con. All revenue from these events fund our endeavors of promoting diversity, education, and community.



Date: 02/07/2020

Ward No: 11

Board/Commission Applying For: Cultural Affairs Commission

Name: Tishany Jenkins

Home Address: 17593 E Grand Ave

City: Aurora

Zip: 80015

Email: [REDACTED]

Date of Birth:

Home Phone:

Work Phone: 720-878-8869

How Long in Aurora: 30

Register to Vote: Yes

#### EDUCATION:

Years Completed: 18

Degree(s): Bachelor's in Political Science Masters in legal studies

Colleges: Cu Denver Denver University

#### EMPLOYMENT:

Employer Name: Upstream Petroleum Managemnt Employer Address: 7000 S Yosemite St,  
Englewood, CO 80112

Position: Regulatory Tech

How Long?: 2 1/2 years

Work Experience: -File COGCC Form 2's and 2A's -Project Management -Filing WOGLA's and AUSR's -  
Administrative duties.

Certifications: n/a

#### COMMUNITY INVOLVEMENT:

Involvement: I try to volunteer as much as I can. I currently volunteer for a non profit Do you Presently  
Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If Yes, what  
position:

#### INTERESTS/ACTIVITIES:

Interests/Activities: Volunteering, spending time with loved ones, reading, travel.

#### APPOINTMENT:

Why do you desire this appointment? I desire this appointment because I wish to make a difference and  
serve in the community I grew up in. I'm a native and was born and raised in Aurora Colorado.

How much time do you anticipate being able to spend on this appointment each month?: As much time  
as you need me.



PLEASE GIVE THREE REFERENCES:

Name: Frank Minouge  
Address:  
Phone: 512-629-0585

Name: Edward Gyamfi  
Address:  
Phone: 720-880-8908

Name: Stephanie Smith  
Address:  
Phone: 720-312-6099

Applicant Initials Given? Yes - TKJ

Date Received: FEB 10, 20

Access Entry Date: FEB 10, 20

Initials: TKJ

Registered Voter: Yes No N/A County: Angola

As of: 9/21/2018





## City of Aurora Council Agenda Commentary

Item #: 16e  
SS: 9/21/20  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

<b>Item Title:</b> Consideration to appoint one (1) member to a three-year term to on the Aurora Library Board.
<b>Item Initiator:</b> Dahl, Barbara - City Clerk Analyst - General Management
<b>Staff Source:</b> Barkman, Susan - Interim City Clerk - City Council
<b>City Manager/Deputy City Manager Signature:</b> James Twombly
<b>Outside Speaker:</b>
<b>Council Goal:</b> 2012: 1.2--Develop neighborhood and community relationships

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☒ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

### PREVIOUS ACTIONS OR REVIEWS:

#### Board / Commission

Name: Library Board

Meeting Date:

- ☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

Actions Taken: ☐ Recommends      ☐ Do Not Recommend

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

The Aurora Public Library Board has two vacancies. The Library Board is recommending the appointment of: Mr. Matthew Isom Ward I

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

The Library Board is comprised of seven members, all of whom serve no more than two consecutive three-year terms. Members shall be Aurora residents. Current members of the Library Board, including their wards and term ending dates, are: Baltzer Danette 6/14/2021 IV Day Shannon 6/15/2021 VI Perea Brenda 6/15/2021 VI Hudson Joanna 6/15/2021 IV Sandstrom Sandra 6/15/2021 IV

### QUESTIONS FOR COUNCIL

Does the City Council wish to move this forward to the formal agenda?



**LEGAL COMMENTS**

The library board shall consist of seven members, none of which shall serve more than two consecutive terms. The library board shall have the power to recommend to the city council rules and regulations that it deems necessary to govern and prescribe the use of the public library and its facilities by the public. (City Code Section 2-297). (Lathers)

**PUBLIC FINANCIAL IMPACT (If Yes, EXPLAIN)**

☐ Yes ☒ No

no

**PRIVATE FISCAL IMPACT (If Significant or Nominal, EXPLAIN)**

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

**EXHIBITS ATTACHED:**

Matthew Isom\_Redacted.pdf  
Memo to appoint Isom (002).docx





City Clerk's Office  
Phone: 303-739-7094  
Fax: 303-739-7520  
15151 E. Alameda Parkway, Ste. 1400  
Aurora, Colorado 80012  
cityclerk@auroragov.org

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TO: Mayor and City Council

FROM: Danette Baltzer, Chair, Aurora Library Board of Trustees  
Stephen Ruger, City Clerk  
Barbara Shafer, City Clerk Analyst

DATE: July 24, 2020

SUBJECT: Appointment to Library Board of Trustees

The Library Board of Trustees consists of seven (7) voting members and one non-voting member (the Library and Cultural Services Director or his/her designee). As of July 24, 2020, the Commission has three vacancies due term limits. The Library Board of Trustees unanimously supports the appointment of Mr. Matthew Isom (Ward I) to the Library Board of Trustees. Interviews were conducted by a subcommittee of the Library Board of Trustees. Interview results are as follows:

**Mr. Matthew Isom** (Ward I) showed a great interest in the best interests of the Aurora Public Library and shared the great benefit the library has served through his lifetime. His knowledge and skills will be of great value to the Library Board of Trustees. Matthew has been highly recommended for a current opening on this commission.

The Cultural Affairs Commission unanimously supports the appointment of Mr. Matthew Isom (Ward I) to the Library Board of Trustees. The Library Board of Trustees feels that the perspective, knowledge and experiences that Mr. Matthew Isom has, would be a benefit to The City of Aurora.



Date: 02/12/2020

Ward No: 1

Board/Commission Applying For: Library Board

Name: Matthew Isom

Home Address: 1234 sable blvd

City: Aurora

Zip: 80011

Email: [REDACTED]

Date of Birth: [REDACTED]

Home Phone: 3038477584

Work Phone: 7206825424

How Long in Aurora: 20y

Register to Vote: Yes

#### EDUCATION:

Years Completed: 4

Degree(s): Bachelors in Advertising w/ emphasis in creative writing

Colleges: University of Colorado at Boulder

#### EMPLOYMENT:

Employer Name: Franklin D. Azar and Associates Employer Address: 14426 E Evans ave aurora co 80014

Position: Marketing

How Long?: 1+ year

Work Experience: 5 years sales 3 years Marketing

Certifications:

#### COMMUNITY INVOLVEMENT:

Involvement:

Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If

Yes, what position: N/A

#### INTERESTS/ACTIVITIES:

Interests/Activities: Swimming, reading, soccer, hiking

#### APPOINTMENT:

Why do you desire this appointment? I'm interested in making a positive impact on the community I grew up in and currently reside in. The Aurora public Libraries had a huge impact on my childhood.

How much time do you anticipate being able to spend on this appointment each month?: 15hrs



PLEASE GIVE THREE REFERENCES:

Name: Natalie Brown  
Address:  
Phone: 303-757-3300

Name: Olga Malcolm  
Address:  
Phone: 303-887-8721

Name: Ryan Groom  
Address:  
Phone: 952-200-5142

Applicant Initials Given? Yes - MJJ

Date Received: Feb 18, 20

Access Entry Date: Feb 19, 20

Initials: 

Registered Voter:  Yes ☐ No ☐ N/A County: Apache

As of: 10/9/2012





**City of Aurora  
Council Agenda Commentary**

Item #: 16f  
SS: 9/14/20  
1st: \_\_\_\_\_  
2nd: \_\_\_\_\_

**Item Title:**

Consideration to appointment of one (1) adult member and the appointment of two (2) new youth members to the Aurora Youth Commission.

**Item Initiator:** Dahl, Barbara - City Clerk Analyst - General Management

**Staff Source:** Barkman, Susan - Interim City Clerk - City Council

**City Manager/Deputy City Manager Signature:** James Twombly

**Outside Speaker:**

**Council Goal:** 2012: 1.2--Develop neighborhood and community relationships

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

- ☐ Approve Item as proposed at Study Session      ☐ Approve Item with Waiver of Reconsideration  
☒ Approve Item and Move Forward to Regular Meeting  
☒ Approve Item as proposed at Regular Meeting      ☐ Information Only

**PREVIOUS ACTIONS OR REVIEWS:**

**Board /  
Commission**

Name: Aurora Youth Commission

Meeting Date:

- ☐ Minutes Attached  
☒ Minutes Not Available  
☐ Forwarded without Recommendation  
☐ Recommendation Report Attached

Actions Taken: ☐ Recommends      ☐ Do Not Recommend

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

The Aurora Youth Commission respectfully suggests the appointment of the following; Ms. Elizabeth Koenck- Youth Member Ward V Mr. Roland Green- Youth Member Ward I Mr. Mike Burke- Adult Member Ward VI If appointed they would all serve until July 31, 2022. A copy of the memorandum from the Commission and their applications are included with this commentary.

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

The Aurora Youth Commission is comprised of twenty-two members, all of whom can serve four consecutive two-year terms. Sixteen members shall be between the ages of fourteen and twenty and six members shall be 21 years of age or older. Adult members must be Aurora residents. Youth members must be an Aurora resident or attend a school in Aurora. Members shall represent school districts, private schools, and home school participation to the extent possible. Current members of the Aurora Youth Commission, including their wards and term ending dates, are: Dhruv Shrivastava



7/31/2021 N/A Vinay Malik 7/31/2021 VI Mitali Desai 7/31/2022 VI Jhostin Perez 7/31/2021 II Josue Estrada 7/31/2021 II Angela Guardado 7/31/2022 II Josephine Stockton 7/31/2022 V Madison Dragon 7/31/2022 VI Jamie Nichols 7/31/2022 II Natalie Perez 7/31/2021 I Manar Jeelani 7/31/2021 N/A Advik Shrivastava 7/31/2022 N/A Rediet Moges 7/31/2022 V Marbella Bettinelli 7/31/2022 I Adult Members Kevin Duncan 7/31/2021 IV Joseph Soto 7/31/2021 III Kristina Lance 7/31/2021 II Caleb Weiss 7/31/2021 VI

### QUESTIONS FOR COUNCIL

Does the City Council wish to move the appointment to the formal agenda?

### LEGAL COMMENTS

The city council recognizes that Aurora youth are important residents of the community. Pursuant to the authority vested in this Code, an Aurora Youth Commission is hereby created for the purpose of advising council, the city manager, and the director of the department of library and recreation services regarding the interests of the youth in Aurora. (Section 2-900 of the City Code) (Lathers)  
The city council shall appoint the members of the Aurora Youth Commission. The commission shall consist of 22 voting members 16 of which shall be between the ages of 14 years through 20 years old, and six members shall be adults of an age of 21 years and over. To the extent possible through the nomination process the composition of the commission shall represent school districts, private schools, and home school participation. (Section 2-902 of the City Code, paraphrased) (Lathers)

### PUBLIC FINANCIAL IMPACT *(If Yes, EXPLAIN)*

☐ Yes ☒ No

No

### PRIVATE FISCAL IMPACT *(If Significant or Nominal, EXPLAIN)*

☒ Not Applicable ☐ Significant ☐ Nominal

n/a

### EXHIBITS ATTACHED:

AYC Memo 3 Appointments.docx  
Elizabeth Koenck\_Redacted.pdf  
Michael Burke- Redacted.pdf  
Roland Green- Redacted.pdf



## MEMORANDUM



City of Aurora

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**TO:** Mayor Mike Coffman  
Members of City Council

**THROUGH:** Susan Barkman, Interim City Clerk  
Brooke Bell, Director, Parks, Recreation and Open Space Department  
Joe Sack, Manager of Recreation

**FROM:** Jenna Katsaros, Recreation Superintendent

**DATE:** August 20, 2020

**SUBJECT:** Aurora Youth Commission Applicants

---

The purpose of the Aurora Youth Commission (AYC) is to advise City Council, the City Manager and the Director of the Parks, Recreation and Open Space Department regarding the interests of youth in Aurora.

The AYC is made up of 22 members; 16 members are between 14-20 years of age and 6 members must be 21 years of age or older. The Commission follows the traditional school year calendar and meets August through May.

The Commission has two (2) vacant youth seats, and two (2) adult vacancies. The Commission held interviews in August.

### Youth Applicants

Roland Green, Ward I – Mr. Green is a senior at Rangeview High School. For the last two years, he was part of Link, which helps incoming freshman navigate high school. He would like to see the Commission involved in registering people to vote. He has been motivated by recent demonstrations to get involved and participate in changing things in his community. Mr. Green is respectfully suggested for appointment.

Elizabeth Koenck, Ward V – Ms. Koenck is a junior year at Smoky Hill High School and volunteers both in and out of school. She worked as a receptionist with the International Rescue Committee, assisting refugees in Aurora. She would like to see AYC provide virtual tutoring and online support for other youth, particularly immigrant and refugee students. Ms. Koenck is respectfully suggested for appointment.



#### Adult Applicant

Mike Burke, Ward VI – Mr. Burke worked as a computer engineer for many years, before deciding to launch his own business providing online counseling and support to youth. He has volunteers with the Aurora Mobile Food Pantry and with small exhibits at the Denver Museum of Nature and Science. He feels he can bring technological skills, resume building expertise, and his entrepreneurial experience to the commission. Mr. Burke is respectfully suggested for appointment.

In conclusion, the Aurora Youth Commission respectfully suggests the appointments of two (2) youth: Roland Green and Elizabeth Koenck and one (1) adult: Mike Burke.



Date: 07/30/2020  
Ward No: V  
Board/Commission Applying For: Aurora Youth Commission

Name: Elizabeth Koenck  
Home Address: 13963 East Oxford Place  
City: Aurora, CO  
Zip: 80014  
Email: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Home Phone: 720-398-1334  
Work Phone: \_\_\_\_\_  
How Long in Aurora: 16yrs  
Register to Vote: No

**EDUCATION:**

Years Completed: 10  
Degree(s): I do not yet have my high school diploma. When I do graduate in 2022, I should receive my IB diploma in addition to my Smoky Hill High School Diploma.  
Colleges: N/A

**EMPLOYMENT:**

Employer Name: Rocky Mountain Youth Corps Employer Address: \_\_\_\_\_  
Position: Regional Youth Corps  
How Long?: June 21-July 4  
Work Experience: This was a two week Crew Position working on the South Elbert trail to restore tundra above 13,500 ft. The entire two weeks were spent backcountry camping below the worksite. Other than this, I am a fulltime student and volunteer (see Community Involvement).  
Certifications: N/A

**COMMUNITY INVOLVEMENT:**

Involvement: International Rescue Committee, Project Worthmore, Special Olympics CO Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If Yes, what position:

**INTERESTS/ACTIVITIES:**

Interests/Activities: At my school, I am the president of the National English Honor Society and the Model United Nations Club. I also participate in Sources of Strength (a club dedicated to improving mental health awareness), Buffstanders (an anti-bullying club), Varsity Lacrosse, Symphonic Orchestra, IB (International Baccalaureate) Mentors and Council, and Philosophy Club. Outside of school, I volunteer and otherwise support (through supply drives and online fundraisers which I organize) refugee organizations including the International Rescue Committee and Project Worthmore. In my free time I enjoy hiking, backpacking, camping, reading, and playing the cello.



APPOINTMENT:

Why do you desire this appointment? I have always been interested in civics and public policy. I have previously attended and spoken at an Aurora City Council Meeting in an attempt to raise awareness for refugees in our community. As the incoming President of the Model United Nations team at my school, I have discovered my (perhaps somewhat strange) passion for parliamentary procedure. The Aurora Youth Commission specifically interests me as it provides a platform for Aurora Youth to make a difference in our community, one which I personally have grown to love. It is my hope, that were I to receive this appointment, I would be able to not only dive deeper into my own interests in civics and public policy, but also to help improve my city as one of its youth.

How much time do you anticipate being able to spend on this appointment each month?: 10-12 hours/month

PLEASE GIVE THREE REFERENCES:

Name: Mireille Bakhos

Address: [mireille.bakhos@rescue.org](mailto:mireille.bakhos@rescue.org)

Phone: 718-561-9045

Name: Michael Corrado

Address: [mcorrado2@cherrycreekschools.org](mailto:mcorrado2@cherrycreekschools.org)

Phone: 720-886-5441

Name: Donald Hawley

Address: [dhawley2@cherrycreekschools.org](mailto:dhawley2@cherrycreekschools.org)

Phone: 720-886-5441

Applicant Initials Given? Yes - EGK

Date Received: Aug 3, 20

Access Entry Date: Aug 3, 20

Initials: MB

Registered Voter: Yes ✓ No ✓ N/A County: \_\_\_\_\_

As of: \_\_\_\_\_



Date: 07/23/2020

Ward No: VI

Board/Commission Applying For: Aurora Youth Commission

Name: Michael Burke

Home Address: 3854 S Halifax St

City: Aurora

Zip: 80013

Email:

Date of Birth:

Home Phone: 8104128753

Work Phone:

How Long in Aurora: 3y

Register to Vote: Yes

#### EDUCATION:

Years Completed: 5

Degree(s): Bachelor's of Science in Computer Engineering Associate's in Science

Colleges: Kettering University Jackson College

#### EMPLOYMENT:

Employer Name: Social Fabric, LLC d/b/a Joven Health Employer Address: 3854 S Halifax St

Position: CEO

How Long?: 6m

Work Experience: Self-Employed @ Joven Health (6 months) Software Engineering Manager @

Comcast VIPER (5 years)

Certifications: Certified Scrum Master, 2018

#### COMMUNITY INVOLVEMENT:

Involvement: N/A

Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If

Yes, what position:

#### INTERESTS/ACTIVITIES:

Interests/Activities: Technology Mental Health Music Planning Strategy

#### APPOINTMENT:

Why do you desire this appointment? I want to get more involved in our community and serve as a mentor and positive role model to Aurora youth.

How much time do you anticipate being able to spend on this appointment each month?: 10h



PLEASE GIVE THREE REFERENCES:

Name: Tyler McCord  
Address: 3635 E. Larson Ln  
Phone: 734-486-5579

Name: Suk Virk  
Address: 3854 S. Halifax St  
Phone: 425-830-5678

Name:  
Address:  
Phone:

Applicant Initials Given? Yes - MRB

Date Received: July 24, 20

Access Entry Date: July 24, 20

Initials: MRB

Registered Voter: Yes No N/A County: Arepecha

As of: 7/21/2015



Date: 07/15/2020

Ward No: 1

Board/Commission Applying For: Aurora Youth Commission

Name: Roland Green

Home Address: 2300 Newark St

City: Aurora

Zip: 80010-1354

Email:

Date of Birth:

Home Phone: 7205326930

Work Phone:

How Long in Aurora: 17yr

Register to Vote: ~~YES~~ NO

#### EDUCATION:

Years Completed: Sr yr

Degree(s):

Colleges:

#### EMPLOYMENT:

Employer Name: Rangeveiw High School Employer Address:

Position: Full time Student

How Long?:

Work Experience:

Certifications:

#### COMMUNITY INVOLVEMENT:

Involvement: community service

Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If

Yes, what position:

#### INTERESTS/ACTIVITIES:

Interests/Activities: LINK is a program were upperclassmen help underclassmen navigate high school.,Future Business Leaders Of America is a competition based club.,Interact is student lead community service club,Bothers-United is a club about creating positive male role models for students in high school,College Track is a college prep program

#### APPOINTMENT:

Why do you desire this appointment? I would like to start making positive direct change in Aurora. I would also like to represent the voices of the many minority students in my school and community.



How much time do you anticipate being able to spend on this appointment each month?: 8-10 hours

PLEASE GIVE THREE REFERENCES:

Name: Al Combs

Address: 12440 Baranmor Pkwy Aurora CO 80011

Phone: 303-668-1328

Name: Leabre McNeal

Address: 19758 E. 59th place Aurora CO 80019

Phone: 720-253-8941

Name: Peter Odegaard

Address: 1255 Roslyn St. Denver CO 80220

Phone: 515-297-2041

Applicant Initials Given? Yes - RG

Date Received: July 24, 20

Access Entry Date: July 24, 20

Initials: RG

Registered Voter: \_\_\_\_ Yes \_\_\_\_ No X N/A County: \_\_\_\_\_

As of: \_\_\_\_\_