NOTICE OF COUNCIL MEETING

TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

Members of the Aurora City Council will participate in the January 11, 2021 Executive Session and Regular 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:*

View or listen live

Live streamed at www.auroraTV.org
Cable Channels 8 and 880 in Aurora
Call: 855.695.3475

Provide comment during Public Invited to Be Heard, or to speak on a specific agenda item on the regular agenda

- Call the live public comment line at 855.695.3475 and once connected press *3 to reach the operator.
- The operator will ask which item the caller would like to speak on and place you in the queue for that item.
- The public comment call-in line will open at 6:00 p.m. the day of the Council Meeting.

Public Comment Call-In Deadlines

- Public Invited to Be Heard is at 6:30 p.m. Callers wishing to speak during the Public Invited to be Heard portion of the agenda must call in and be in the queue by 6:30 p.m.
- Comment on specific agenda items and public hearings must call in after 6:00pm and before the City 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.

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. If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, January 11, 2021 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el viernes anterior a la reunión del lunes.)

City of Aurora, Colorado

MONDAY, JANUARY 11, 2021

AURA EXECUTIVE SESSION

(Closed to the Public)

TELECONFERENCE

5:00 p.m.

EXECUTIVE SESSION

(Closed to the Public)

TELECONFERENCE

5:30 p.m.

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REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)

TELECONFERENCE

6:30 p.m.

REVISED AGENDA

Regular Meeting of the
Aurora City Council

Monday, January 11, 2021
6:30 p.m.
VIRTUAL MEETING
City of Aurora, Colorado
15151 E Alameda Parkway

		Pages
1.	CALL TO ORDER	
2.	ROLL CALL	
3.	INVOCATION/MOMENT OF SILENCE	
4.	PLEDGE OF ALLEGIANCE	
5.	APPROVAL OF MINUTES	
5.a.	November 16, 2020 Minutes	7
*5.b.	December 7, 2020 Minutes	*22*
6.	PROCLAMATIONS OR CEREMONIES	
6.a.	Martin Luther King Proclamation	46
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6.c.	Swearing-in of Judges	
7.	PUBLIC INVITED TO BE HEARD	
	(non-agenda related issues only)	

8. ADOPTION OF THE AGENDA

8.a. RECONSIDERATION OF RESOLUTION R2020-24 - to Suspend Certain Council Rules 48

Kadee Rodriguez, City Clerk / Dan Brotzman, City Attorney

9. CONSENT CALENDAR

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

9.a. CCWCD Intergovernmental Agreement for Well Augmentation 52

Davis, Alexandra – Deputy Director of Water Resources/Stephanie Neitzel, Assistant City Attorney

9.b. Consideration to AWARD THE GUARANTEED MAXIMUM PRICE CONSTRUCTION WORK PACKAGE CONTRACT to Saunders Construction, Inc., Englewood, Colorado in the amount of $34,200,074.00 for the Southeast Recreation Center (SERC) project; Project No.: 5727A. 85

Waiver of Reconsideration

John Perkins – Senior Project Manager / Dave Lathers – Senior Assistant City Attorney

9.c. Consideration to AWARD AN OPLENLY SOLICITED contract to Saunders Construction, Englewood , Colorado in the amount of $94,076,155 for Work Package 3 of the Southeast Aurora Maintenance (SEAM) Facility Project. R-5661A 172

Watson, Elly - Manager Of Business Services - Public Works / Lathers, David - Senior Assistant City Attorney

9.d. Crestone Water Supply Agreement 180

Young, Sarah – D/D Planning and Engineering – Aurora Water / Christine McKenney,
Client Group Manager

10. RESOLUTIONS

10.a. Snow Plowing Operations (Blackstone Community) 216

R2021-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE HIGH PLAINS METROPOLITAN DISTRICT FOR SNOW REMOVAL AND PLOWING OPERATIONS (BLACKSTONE COMMUNITY)

Tom A. McMinimee, PE / Michelle Gardner, Senior Assistant City Attorney

10.b. Porteos Business Improvement District Appointment of Directors 252

R2021-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING FIVE MEMBERS TO THE BOARD OF DIRECTORS OF THE PORTEOS BUSINESS IMPROVEMENT DISTRICT

Cesarina Dancy, Project Manager / Hans Hernandez, Assistant City Attorney

10.c. Create and Install Public Art at The Green Valley Ranch Neighborhood Park 271

R2021-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A CONTRACT WITH THE TEAM OF MAY + WATKINS DESIGN OF NEW YORK TO CREATE AND INSTALL PUBLIC ART AT THE GREEN VALLEY RANCH NEIGHBORHOOD PARK

Roberta Bloom, Public Art Coordinator/Tim Joyce Assistant City Attorney

10.d. Second Amendment to the Surface Use Agreement and three related easements. 325

R2021-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE SECOND AMENDMENT TO SURFACE USE AGREEMENT AND THREE RELATED EASEMENTS

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Michelle Gardner, Senior Assistant City Attorney

11. PUBLIC HEARING WITH RELATED ORDINANCE

12. PUBLIC HEARING WITHOUT RELATED ORDINANCE

13. INTRODUCTION OF ORDINANCES

13.a. Information Sharing between the City and Federal Immigration Authorities 390

2021- 01 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTIONS 102-3, 103-5, 102-6, 2-687 AND AMENDING SECTION 2-680 PERTAINING TO RESTRICTIONS AND REGULATIONS ON CITY FUNDS, RESOURCES, AND INFORMATION SHARING BETWEEN THE CITY AND FEDERAL IMMIGRATION AUTHORITIES AND PROVIDING FOR SAFE SPACES IN THE CITY LIMITS.

Sponsor: Council Member Crystal Murillo and Council Member Alison Coombs

Ricardo Gambetta-Alverado, Intergovernmental Rltns Mgr / Hans Hernandez, Assistant City Attorney

Sponsors moved this item forward from Study Session.

13.b. Immigrant Legal Defense Fund Ordinance 399

2021-02 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING DIVISION 5 TO ARTICLE V OF CHAPTER 2 OF THE CITY CODE PERTAINING TO THE ESTABLISHMENT OF AN IMMIGRANT LEGAL DEFENSE FUND

Sponsor: Council Member Crystal Murillo and Council Member Alison Coombs

Ricardo Gambetta-Alverado, Intergovernmental Rltns Mgr / Hans Hernandez Assistant City Attorney

Sponsors moved this item forward from Study Session.

13.c. Residency Requirements for Aurora Boards and Commissions 405

2020-03 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-769 OF THE CITY CODE PERTAINING TO
RESIDENCY REQUIREMENTS FOR PERSONS APPOINTED TO BOARDS, COMMISSIONS, COMMITTEES OR AUTHORITIES

Sponsor: Council Member Alison Coombs

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

13.d. AMENDING THE UDO TO REMOVE "GENERAL AVIATION" AS A DESCRIPTOR OF AIRPORTS 410

2020-04 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2.6.2.C.2.A OF THE UDO, PERTAINING TO THE 60 LDN SUBAREA, REMOVING "GENERAL AVIATION" AS A DESCRIPTOR OF AIRPORTS IN ORDER TO PROVIDE CONSISTENT REGULATIONS WITHIN NOISE CONTOURS OF AIRPORTS IN AND NEAR THE JURISDICTIONAL BOUNDARIES OF AURORA

Karen Hancock, Senior Planner II/Daniel Money, Senior Assistant City Attorney

14. FINALIZING OF ORDINANCES

14.a. The Ban on Restricted Breed Dogs 426

2020-70 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REPEALING SECTION 14-75 OF THE CITY CODE PERTAINING TO THE BAN ON RESTRICTED BREED DOGS AND AMENDING SECTIONS 14-4 AND 14-73

Anthony Youngblood, Manager of Animal Services; Tim Joyce, Assistant City Attorney

15. PLANNING MATTERS

16. ANNEXATIONS

17. RECONSIDERATIONS AND CALL UPS

17.a. RECONSIDERATION OF RESOLUTION 2020-22 – Review of the powers granted to the City Manager by Resolution 2020-22. 436

Jim Twombly, City Manager / Evans, Isabelle, Assistant City Attorney

18. GENERAL BUSINESS

18.a. Consideration to appoint one (1) member to the Busk-Ivanhoe Water System Authority 451

Susan Barkman Council/Mayor Management Analyst, Christine McKenney, City Attorney Development Manger

18.b. **Consideration to appoint one (1) member to the General Employees Retirement Board** 487

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

18.c. **Consideration to appoint three (3) members to the Human Relations Commission** 493

Kadee Rodriquez, City Clerk, General Management/Dave Lathers, Senior Assistant City Attorney

18.d. **Consideration to appoint (3) members to the Citizens' Water Advisory Committee** 503

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

19. REPORTS

19.a. Report by the Mayor

19.b. Reports by the Council

20. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

21. ADJOURNMENT

MINUTES

Regular Meeting – Aurora City Council
Monday, November 16, 2020

1. **CONVENE REGULAR MEETING OF NOVEMBER 16, 2020**
2. **Roll Call** Susan Barkman, Interim City Clerk

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

OTHERS PRESENT: Jim Twombly, City Manager, Dan Brotzman, City Attorney, Susan Barkman, Interim City Clerk

Interim Clerk Susan Barkman announced the topics for discussion in executive session.

Motion to go into Executive Session Made by Mayor Pro Tem Johnston, and Seconded by Council Member Bergan.

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

3. **RECONVENE REGULAR MEETING OF NOVEMBER 16, 2020 AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council at 7:37 p.m.

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

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

3. **INVOCATION/MOMENT OF SILENCE**

Mayor Coffman called for a moment of silence in memory of those who have been lost and have suffered from this terrible pandemic.

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

5. **APPROVAL OF MINUTES**

Motion by Gardner, second by Bergan, to approve the minutes of the meeting of October 5, 2020.

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

6. **PROCLAMATIONS OR CEREMONIES**
   a. **Proclamation: Hunger and Homelessness Awareness Week**

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

Mayor Coffman read the proclamation declaring November 15 – 21, 2020 Hunger and Homelessness Awareness Week.

b. 50th Anniversary of Defense Support Program Satellite Launch

Mayor Coffman read the proclamation recognizing November 6, 2020 as the 50th anniversary of the Defense Support Program Satellite Launch.

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

Susan Barkman, Interim City Clerk, provided citizen call-in instructions.

Roger Sherman introduced the speakers.

8. **ADOPTION OF THE AGENDA**

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

Motion by Coombs, second by Marcano, to approve item 8a.

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

Motion by Johnston, second by Gruber, to adopt the agenda with the continuance of item 13a to December 7, 2020.

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

9. **CONSENT CALENDAR**

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a. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Evoqua Water Technologies LLC, Sarasota, Florida in the amount not to exceed $135,000.00 to cover the cost of Akta Klor 25 water treatment chemical (Sodium Chlorite) from 11/1/20 through 2/28/21.**
Presenter: Bobby Oligo – Manager of Water Treatment – Aurora Water
Attorney: David Lathers, Sr. Assistant City Attorney

b. **Consideration to AWARD A SINGLE SOURCE CONTRACT to BKD, LLP Denver Colorado in the amount of $978,690 for financial statement audit services through the year 2025**
Presenter: Nancy Wishmeyer, Controller
Attorney: Hanosky Hernandez, Assistant City Attorney

c. **Consideration to AWARD AN OPLENLY SOLICITED contract to**

Saunders

Construction, Englewood,Colorado in the amount of $7,832,036 for Work Package 2 of the Southeast Aurora Maintenance (SEAM) Facility Project. R-5661A
Presenter: Watson, Elly, Manager of Business Services
Attorney: David Lathers, Sr. Assistant City Attorney

d. **Consideration to AWARD A SINGLE SOURCE Contract to the Aurora**

Economic Development Council (AEDC), Aurora, Colorado in an amount not to exceed $550,000 for services to retain, expand, and attract companies and employment within the City of Aurora.
Presenter: Butz, Frank - Project Manager - Planning & Development Services
Attorney: McKenney, Christine, Client Group Manager

e. **Consideration to AWARD A SINGLE SOURCE CONTRACT to SmartSafety Software, Boise, ID in the amount of $67,600.00 to provide traffic accident drawing/diagramming software for the Police Department's use of the State of Colorado Accident form.**
Presenter: Scott Newman, CIO, IT Department
Attorney: David Lathers, Sr. Assistant City Attorney

f. **Consideration to Award a Single Source Contract to Innovest Portfolio Solutions LLC, Denver Colorado in the amount of $64,500 for consulting services associated with the City's 457 Deferred Compensation Plan and the 401(a) Executive Money Purchase Plan through December 31, 2021.**
Presenter: Nancy Wishmeyer, Controller
Attorney: Hanosky Hernandez, Assistant City Attorney

g. **Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Loomis,**

Aurora, Colorado in the amount not-to-exceed $60,000.00 for armored car services, RFP R-1972.
Presenter: Fillinger, Bryn, Mgr Of Purchasing & Contracts
Attorney: David Lathers, Sr. Assistant City Attorney

Motion by Bergan, second by Berzins, to approve items 9a – 9g.

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

Susan Barkman, Interim City Clerk, provided citizen call-in instructions.

Mayor Coffman called for a five-minute recess.

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

10. **RESOLUTIONS**

a. **A Deaccessioning of "On the Move 1"**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL TO DEACCESSION AND REMOVE THE WORK OF ART CALLED THE "ON THE MOVE 1" FROM THE CITY'S ART COLLECTION
Presenter: Bloom, Roberta - Program Supervisor
Attorney: Joyce, Tim, Assistant City Attorney II Civil

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

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

b. RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR THE 2020 HOMELESS SERVICES RFP PREVIEW COMMITTEE RECOMMENDATION FOR MILE HIGH BEHAVIORAL HEALTH, LLC. DBA AURORA DAY RESOURCE CENTER

MARIJUANA SALES TAX FUND GRANT

Presenter: Jessica Prosser, Manager of Community Development
Attorney: Tim Joyce, Assistant City Attorney

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

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

Voting Nay: Berzins

c. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 operating plan and budget for Parkside at City Centre business improvement district. (item is dual listed.)
Presenter: Orozco, Jennifer - Project Manager - Planning & Development Service
Attorney: Hans Hernandez Perez, Assistant City Attorney

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

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

d. **IGA with CDOT for 25th Avenue Pedestrian Improvement Project**

Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado for the Intergovernmental Agreement (IGA) between City of Aurora and State of Colorado Department of Transportation (CDOT) for Community Mobility Planning and Implementation (CMPI) grant funding for the 25th Avenue Pedestrian Improvement Project
Presenter: Campuzano, Carlie - Traffic Manager
Attorney: Gardner, Michelle, Senior Assistant City Attorney

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

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

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

e. **IGA for Maintenance of Certain CDOT Roadways**
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 Colorado Department of Transportation for the Operation and Maintenance of State Highways
Presenter: McMinimee, Thomas - Street Operations Manager
Attorney: Gardner, Michelle, Senior Assistant City Attorney

Motion by Marcano, second by Berzins, to approve item 10e.

Council Member Bergan stated her understanding this item pertained to an agreement with the State of Colorado that the City would maintain certain state highways and asked if Gun Club Road was a part of the agreement.

Tom McMinimee, Street Operations Manager, answered no.

Council Member Bergan stated the reason it was not included was because the City was reimbursed by the state.

Mr. McMinimee stated he would look into the question about Gun Club.

Council Member Bergan requested he do so because she had many constituents who asked that Gun Club be widened. She noted she tells them the City could not widen it because it was a state highway.

Mr. McMinimee agreed to do so.

Nancy Freed, Deputy City Manager, added there has been discussion in the past in this regard but the issue was the state was not willing to bring Gun Club up to City standards.

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

f. A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council's Approval of the Agreement Between the City of Aurora, Colorado and Comitis Crisis Center, INC., for Comitis to Operate the City's E-Shelter. This item is dual listed.
Presenter: Jessica Prosser, Manager of Community Development
Attorney: Tim Joyce, Assistant City Attorney

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

Council Member Bergan referenced the budget and asked staff if the total operation cost was $1,215,174.

Jessica Prosser, Manager of Community Development, answered affirmatively, noting with the exception of a reduction of approximately $100k of one-time costs.

Council Member Bergan stated her understanding the CARES money went through the end of December and the other funds were those other than from the General Fund.

Ms. Prosser concurred, noting they were Emergency Solutions Grant money through HUD that was specifically called out for COVID related expenses.

Council Member Bergan pointed out this was a significant amount of money that was being used for the City's homelessness population as a remedy for the max capacity of 50 people at the Day Resource Center. She asked if there was any other alternative. Ms. Prosser answered no.

Council Member Gruber raised the topic of having a performance metric to measure whether or not the hundreds of thousands of dollars spent on the item made a difference and asked Ms. Prosser to speak to that in more detail. Ms. Prosser did so. Council Member Gruber stated that was his understanding as well, noting his expectation that there would be more information on how the operation was supposed to be run and evaluated.

Ms. Prosser reminded Council this was related to emergency sheltering and further listed the system's evaluation processes.

Council Member Bergan stated her understanding this related to emergency housing for the winter only and expressed her hope that possible trackable resources would be provided that could move people out of their homelessness situation.

Ms. Prosser concurred.

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

Voting Nay: Berzins

g. Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado for the Amended and Restated Intergovernmental Agreement (IGA) between Regional Transportation District (RTD) and City of Aurora for the design, construction,

MAINTENANCE, MARKETING, AND PATRON ACCESS ADMINISTRATION OF ON-DEMAND BIKE LOCKERS. This item is dual listed. (Staff requests a waiver of reconsideration)
Presenter: Scott Bauman, Manager of Parking & Mobility Services
Attorney: Michelle Gardner, Assistant City Attorney

Motion by Marcano, second by Lawson, to approve item 10g.

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

h. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Tower Business Improvement District. This item is dual listed

♦ ***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.***

Presenter: Carol Toth, Manager of Accounting – Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Johnston, to approve item 10h.

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

i. Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado approving the purchase of 15 shares of Farmers Independent Ditch Company and 144 acres of land the water was historically used to irrigate for a total purchase price
Presenter: Jewell, Dawn – S. Platte Basin Supervisor – Aurora Water
Attorney: Neitzel, Stephanie – Assistant City Attorney

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

Alexandra Davis, Aurora Water, provided a brief summary of the item.

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

j. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Painted Prairie Business Improvement District Number Two – this item is dual listed
Presenter: Carol Toth, Manager of Accounting – Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Johnston, to approve item 10j.

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

k. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Painted Prairie Business Improvement District Number One – this item is dual listed
Presenter: Carol Toth, Manager of Accounting - Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Johnston, to approve item 10k.

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

l. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Fitzsimons Business

Improvement District. [This item is dual listed for City Council]
Presenter: Chad Argentar, Senior Development Project Manager
Attorney: Hans Hernandez Perez, Assistant City Attorney

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

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

m. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Havana Business Improvement District. This item is dual listed.
Presenter: Chad Argentar, Senior Development Project Manager
Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Gruber, second by Marcano, to approve item 10m.

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

n. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Citadel on Colfax Business Improvement District – this item is dual listed
Presenter: Carol Toth, Manager of Accounting - Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

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

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

o. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Porteos Business Improvement District This item is dual listed.
Presenter: Carol Toth, Manager of Accounting - Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Berzins, to approve item 10o.

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

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

None

12. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

None

Susan Barkman, Interim City Clerk, provided citizen call-in instructions.

Mayor Coffman called for a five-minute recess.

♦ ***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.***

13. **INTRODUCTION OF ORDINANCES**

a. FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 6 OF THE CITY CODE PERTAINING TO BACKGROUND QUALIFICATIONS FOR MARIJUANA BUSINESS OWNERS AND EMPLOYEES AND TO ADD A SECTION TO ALLOW MARIJUANA DELIVERY WITHIN THE CITY - this item is dual listed
Presenter: Robin Peterson, Manager Marijuana Enforcement
Attorney: Money, Daniel, Senior Assistant City Attorney

ITEM 13a was postponed to December 7, 2020.

14. **FINALIZING OF ORDINANCES**

a. **Funding Overview and Proposal**
2020-60 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-37 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO MUNICIPAL COURT SURCHARGES, PROVIDING FUNDING FOR COMMUNITY SERVICE AGENCIES AND PROGRAMS, AND OTHER RELATED MATTERS
Presenter: Jason Batchelor, Deputy City Manager
Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

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

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

b. **Proposed Ordinance to Amend the Executive Retirement Plan**
2020-61 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 MONEY PURCHASE PLAN FOR EXECUTIVE PERSONNEL
Presenter: Velasquez, Terri - Director of Finance
Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Gruber, second by Johnston, to approve item 14b.

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

c. 56th Avenue Right-of-Way Vacation
2020-62 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THREE SECTIONS OF THE PUBLIC RIGHT-OF-WAY FOR EAST 56TH AVENUE, LOCATED BETWEEN THE TIBET ROAD AND HARVEST ROAD ALIGNMENTS, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (56TH AVENUE ROW VACATIONS)
Presenter: Bickmire, Deborah - Senior Planner
Attorney: Money, Daniel, Senior Assistant City Attorney

Motion by Coombs, second by Johnston, to approve item 14c.

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

♦ ***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.***

d. **Temporary Cap on Third Party Food Delivery Fees**
2020-64 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 26 ADDING ARTICLE III REFERRED TO AS "TEMPORARY CAPS ON FEES FOR FOOD DELIVERY," AND OTHER RELATED MATTERS
Presenter: Vaughn, Trevor - Manager Of Tax And Licensing
Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Gardner, second by Johnston, to approve item 14d.

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

e. **FINANCING OF ELECTORAL CAMPAIGNS**
2020-58 Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, repealing and replacing Section 54-2 and Sections 54-101 to 54-110 of the City code related to the Financing of Electoral Campaigns
Sponsor: Mayor Pro Tem Johnston and Council Member Marcano
Attorney: Lathers, David, Senior Assistant City Attorney

Motion by Johnston, second by Marcano, to approve item 14e.

AMENDMENT I

Motion by Mayor Coffman, second by Gruber, to amend item 8a by striking section 54-103(c) because it was unconstitutional.

Council Member Marcano felt as though Council was beating a dead house. He stated his belief the provision was not unconstitutional and noted Council has been advised it was not.

Mayor Coffman asked Council Member Marcano who advised him. Council Member Marcano stated a combination of the City's attorneys and the partnering attorneys with Common Cause. Mayor Coffman asked staff if they opined on the constitutionality of this provision.

David Lathers, Senior Assistant City Attorney, did not believe he was asked to opine specifically on the constitutionality of that one provision.

VOTE ON AMENDMENT I

Voting Aye: Mayor Coffman, Bergan, Berzins, Gruber

Voting Nay: Coombs, Gardner, Hiltz, Johnston, Lawson, Marcano, Murillo

AMENDMENT II

Motion by Mayor Coffman, second by Gruber, to amend item 8a by striking section 54-104.5(b) because it was unconstitutional.

Mayor Coffman pointed out Council Member Marcano had expressed previously that the provision was in federal and state law as well as in the City of Boulder, which was not true. He stated this legislation was supposedly best practices, but he felt it was just invented with the purpose of controlling speech and intimidating opponents.

Mayor Pro Tem Johnston asked the City Attorney for an opinion on the repetitiveness of going back to amendments that were not supported. Mr. Lathers agreed these were repetitive motions and pointed out they could continue to be made because it was the second reading. Mayor Pro Tem Johnston pointed out Council Member Marcano stated previously that he misspoke about the federal reference and that he believed it was so with Boulder as well. She stated that really did not matter as Council has had this full discussion. She stated she would support the amendment because she was concerned these issues of both the importance of trying to be on multiple issue committees and run campaigns was such a priority when the real issue was for more disclosure and accountability and those issues have already been decided by a vote of Council.

Council Member Berzins agreed with Mayor Pro Tem Johnston with the exception that doing so did not provide anyone with the opportunity to change their minds on a vote.

Council Member Marcano concurred with Mayor Pro Tem Johnston's comments. He felt these were anti-transparency amendments therefore would not support them.

Council Member Gruber stated it was absurd to have five names added to every advertisement or anything done in an election campaign. He stated it was punitive and unfair and he felt the ordinance would be challenged on constitutional grounds. He stated his hope that when that happened, the attorneys would see that some of the council members agreed it was unconstitutional.

VOTE ON AMENDMENT II

Voting Aye: Mayor Coffman, Bergan, Berzins, Gruber

Voting Nay: Coombs, Gardner, Hiltz, Johnston, Lawson, Marcano, Murillo

Council Member Gruber pointed out that although this was originally drafted by someone is Aurora, all of the work on it has been done outside of Aurora by activists. He stated this was not an Aurora bill for Aurorans and he would not support it.

VOTE ON ORIGINAL MOTION

Voting Aye: Coombs, Gardner, Hiltz, Johnston, Lawson, Marcano, Murillo

Voting Nay: Bergan, Berzins, Gruber

15. **PLANNING MATTERS**

None

16. **ANNEXATIONS**

a. PUBLIC HEARING and CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO (Vista Creek) 9.99 ACRES
Staff Presenter: Jacob Cox, Senior Development Project Manager
Staff Attorney: Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing on the item.

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

Mayor Coffman closed the public hearing on the item.

Motion by Berzins, second by Bergan, to approve item 16a.

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

b. CONSIDERATION OF AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., AND IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE STATE OF COLORADO (Vista Creek) 9.99 ACRES
Staff Presenter: Jacob Cox, Senior Development Project Manager
Staff Attorney: Brian Rulla, Assistant City Attorney

Motion by Berzins, second by Gardner, to approve item 16b.

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

17. **RECONSIDERATIONS AND CALL UPS**

a. 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.
Attorney: Evans, Isabelle, Assistant City Attorney

Motion by Gruber, second by Murillo, to approve item 17a.

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

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.
Presenter: Jeffrey Moore Manager Oil & Gas Division
Attorney: Best, Ian, Assistant City Attorney

Motion by Johnston, second by Gruber, to continue item 17b to December 21, 2020.

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

Susan Barkman, Interim City Clerk, announced the first call-up related to the repeal of Chapter 1475, Restrictions by Ordinance.

Motion by Hiltz, second by Coombs, to remove the motion to approve item 11a from the August 17th Council meeting to bring it back to study session on December 7, 2020.

Council Member Hiltz stated her reasoning for doing so was because the item was originally tabled when Council wanted to separate it from the larger conversation related to Chapter 14.

Council Member Berzins reminded Council the previous conversation on the item related to putting it on the 2021 ballot and asked Council Member Hiltz if she wanted to have that conversation or to go around the voters. Council Member Hiltz stated she wanted to have a conversation about repealing it with the full Council at study session and she believed the Mayor had a different proposal. Council Member Berzins stated this was the fifth time Council has gone through this and noted she has been working on the pit bull ordinance since 2005. She referenced some of the callers' comments and asked staff to provide Council with information at the study session related to the number of injuries that have been reported recently since they have not been allowed in Aurora compared to when they were allowed. She clarified the voters decided on the breed ban and not City Council as has been suggested.

Council Member Hiltz stated it was originally implemented by Council and that might be where people got the idea. She pointed out when it went to the ballot, the question was whether or not to ban pit bulls. She noted that was not the case as three specific breeds were banned. She stated she wanted to have the conversation and she did not think anything she stated in that conversation would take anyone by surprise.

Council Member Berzins asked those who wanted to bring the dogs back to look at the pictures and read the articles that people send because it does happen and the value of a life should be considered.

Council Member Coombs asked staff to also provide information related to how many people call in to complain that a dog was a pit bull and how many subsequently tested as actually being 50 percent or more of the restricted breeds.

Council Member Marcano stated he would also like staff to provide information in terms of how much staff time went into dealing with those issues and how much residents paid for DNA testing.

Council Member Gruber requested staff provide information on how many of the overall population of dogs within the city were chipped.

Voting Aye: Mayor Coffman, Coombs, Gardner, Hiltz, Johnston, Lawson, Marcano, Murillo

Voting Nay: Bergan, Berzins, Gruber

18. **REPORTS**

a. Report by the Mayor

No report.

b. Reports by Council

Mayor Pro Tem Johnston discussed the success of the recent Lunch and Learn mental wellness workshop and expressed appreciation to the council members who attended. She stated this week's topic would be about caring for seniors.

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Council Member Lawson expressed appreciation to Chiefs Gray and Wilson for their attendance at the Public Safety session for the Civic Engagement Academy and to George Adams, Mindy Parnes, Vanessa Irving and Jeffrey Moore for providing presentations at the Civic Engagement Academy.

Council Member Gruber gave a shout-out to Buckley Air Force Base and their mission there. He further discussed their mission and its importance to the City.

Council Member Murillo announced the Ward I Town Hall meeting was scheduled for Thursday, November 19, 2020 at 6:00 p.m.

Council Member Marcano announced the Ward IV Town Hall meeting was scheduled for Thursday, November 19, 2020 at 6:30 p.m. where The Point at Nine Mile, economic development and housing would be discussed.

Council Member Coombs announced the Ward V Town Hall meeting was scheduled for 6:30 p.m. where Dave Paterson, Faulk, would provide a presentation and fire and police representatives would be present to answer public safety questions. She expressed appreciation to the Air Force and Space Force service members as well as Council Member Marcano for their efforts in graveling the emergency shelter yard on Veteran's Day. She acknowledged this was Transgender Awareness Week and Friday, November 20, 2020 was Transgender Day of Remembrance.

Council Member Bergan announced the Ward VI Town Hall was scheduled for Wednesday, November 18, 2020 from 6:00 p.m. to 8:00 p.m., where a presentation on roads and the Fire Department would be provided.

Council Member Berzins acknowledged the recent passing of Peggy Kerns and discussed her political career. She stated Ms. Kerns would be missed as she was a fine lady who was very passionate about service to Aurora.

Mayor Coffman agreed she was an extraordinary leader for the City of Aurora.

19. **PUBLIC INVITED TO BE HEARD**

Roger Sherman introduced speakers.

20. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of City Council at 9:58 p.m.

_____
MIKE COFFMAN, MAYOR

ATTEST:

_____

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

MINUTES

Regular Meeting – Aurora City Council
Monday, December 7, 2020

1. CONVENE REGULAR MEETING OF DECEMBER 7, 2020 AND CALL TO ORDER

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: Mayor Coffman, Bergan, Berzins, Bergan, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman called for a moment of silence for Marlon Reis, spouse of Governor Jared Polis, and all others who were struggling to recover from COVID.

4. PLEDGE OF ALLEGIANCE (all standing)

5. APPROVAL OF MINUTES

5.a. October 19, 2020 Minutes

Motion by Bergan, second by Gruber, to approve the minutes of the meeting of October 19, 2020.

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

5.b. November 2, 2020 Minutes

Motion by Bergan, second by Gruber, to approve the minutes of the meeting of November 2, 2020.

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

6. PROCLAMATIONS OR CEREMONIES

None

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

Roger Sherman provided call-in instructions and introduced speakers.

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8. ADOPTION OF THE AGENDA

Motion by Bergan, second by Coombs, to approve the agenda as presented.

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

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

Motion by Gruber, second by Berzins, to approve item 8a.

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

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

a. Consideration to APPROVE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $112,000 IN 2021 between the city of Aurora, and Aurora Sister Cities International
Presenter: Ricardo Gambetta, Manager of the Office of International and Immigrant Affairs
Attorney: David Lathers, Senior Assistant City Attorney

Motion by Marcano, second by Coombs, to approve items 9a.

Council Member Bergan noted she has been on City Council for five years and during her first year, when the Sister Cities budget of $112k came up, she asked if they would eventually become self-sufficient and was told it was the goal at some point to not be dependent on taxpayer funding. She agreed this was a good organization but noted this was a non-profit and there were many in the City. She stated she was not discouraging Sister Cities but was simply doing her job from a fiscal responsibility perspective. She pointed out that in addition to the $112k per year, the City provided Sister Cities with office space, computers, office supplies, and media and legal assistance and asked what that amounted to.

Ricardo Gambetta, Manager of the Office of International and Immigrant Affairs, agreed to obtain and provide that information for Council.

Council Member Bergan noted the vote was being taken currently.

Mr. Gambetta noted the amount was the same as last year.

Council Member Bergan pointed out she has never received that amount.

Roberto Venegas, Deputy City Attorney, stated a dollar amount has not been quantified.

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Council Member Bergan noted there was a $15k City grant from the City's Aurora Economic Resilience Program (AER) and asked if that was one of the non-profit grants. Mr. Venegas answered affirmatively. Council Member Bergan noted there was a mention of a $29k grant for the Paycheck Protection Program (PPP) loan and asked staff about the source.

Karlyn Shorb, Chief Executive Officer, Aurora Sister Cities, stated that was a loan from the CARES Act program through the Small Business Administration (SBA). She clarified that was not a grant from the City but rather a loan that Sister Cities applied for through their bank.

Council Member Bergan noted Sister Cities planned to convert the loan to a grant and asked how that would be accomplished. Ms. Shorb explained the process. Council Member Bergan asked if itemizing the City's 'in kind' contributions were a part of the process. Ms. Shorb answered no. Council Member Bergan acknowledged Sister Cities did very good work.

Mayor Pro Tem Johnston asked Ms. Shorb if there was anything she would like to address.

Ms. Shorb discussed Sister Cities' forward movement and how they have diversified in the attempt to meet their goal to reduce their reliance on City funds.

Voting Aye: Mayor Coffman, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

Voting Nay: Bergan, Berzins

b. Consideration to AWARD A SOLE SOURCE CONTRACT to Motorola Inc., Westminster, CO in the amount of $714,282.30 to provide annual support for the P25 Trunked Radio System used by Public Safety and Public Works personnel through December 2021.
Presenter: Scott Newman, Chief Information Officer
Attorney: Dave Lathers Senior Assistant City Attorney

c. Consideration to award 2nd year purchase order with Badger Meter, Inc., Centennial, Colorado in the amount of $5,721,254.00 for the citywide Advanced Metering Infrastructure (AMI) System to include meters for replacement and anticipated growth.
Presenter: Marena Lertch, Manager of Water Service Operations
Attorney: Dave Lathers, Senior Assistant City Attorney

Motion by Gruber, second by Coombs, to approve items 9b – 9c.

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

d. Consideration to AUTHORIZE the Risk Manager to purchase the City of Aurora's commercial insurance policies and surety bond due on January 1, 2021, paid through the insurance broker, IMA, Inc. in an amount not-to-exceed $2,700,000.00.

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Presenter: Renee Pettinato Mosley, Risk Management
Attorney: David Lathers, Senior Assistant City Attorney

Motion by Gruber, second by Marcano, to approve item 9d.

Council Member Gruber stated SB 217 was called out as a risk item and asked staff to speak to why that bill was costing the City more money.

Nancy Rodgers, Deputy City Attorney, did so.

Council Member Gruber asked if the implication was there would be more cases. Ms. Rodgers answered affirmatively. Council Member Gruber pointed out the protests were one of the things impacting the City's insurance and asked staff to speak to that issue.

Renee Pettinato Mosley, Risk Management, did so.

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

e. Consideration to AWARD CHANGE ORDER #2 TO A SINGLE SOURCE CONTRACT to H&E Equipment Services, Henderson, Colorado, in the amount of $112,979.40 for the purchase of five (5) Emergency One fire trucks.
Presenter: Ron Forrest – Fleet Manager
Attorney: Dave Lathers – Senior Assistant City Attorney

Motion by Gruber, second by Coombs, to approve item 9e.

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

f. Consideration to APPROVE AN AGREEMENT between the city of Aurora, Colorado and the Fraternal Order of Police for the years 2021-2022
Presenter: Jason Batchelor, Deputy City Manager
Attorney: Rachel Allen, Client Group Manager

Motion by Berzins, second by Gruber, to approve item 9f.

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

Jason Batchelor, Deputy City Manager, provided a brief summary of the item.

Council Member Coombs asked if all other employees would also receive the two percent raise. Mr. Batchelor answered affirmatively and discussed the equivalency of the contract with all City employees.

Council Member Bergan stated her understanding that City employees received a two percent raise in both 2021 and 2022 along with furlough days in 2021 and a small bonus.

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Mr. Batchelor concurred.

Council Member Gruber asked how many police officers left the force this year. Mr. Batchelor stated approximately 60. Council Member Gruber asked if that has been offset in the budget. Mr. Batchelor answered no and noted there have been recruitment of and replacement with new officers.

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

g. Consideration to AWARD A SOLE SOURCE CONTRACT to Radix Metasystems, Aurora, Colorado in the amount of $126,000.00 to provide Nighthawk software subscription services to Aurora Police through December 31, 2023.
Presenter: Vanessa Wilson, Police Chief
Attorney: Dave Lathers – Senior Assistant City Attorney

Motion by Gruber, second by Berzins, to approve item 9g.

Council Member Gruber requested a staff presentation on how this item supported the Regional Anti-Violence Enforcement Network. (RAVEN)

Vanessa Wilson, Police Chief, did so.

Council Member Gruber discussed the success of the RAVEN program and the direct reduction of crime in Aurora.

Chief Wilson concurred.

Council Member Gruber congratulated the Aurora Police Department for their efforts in this regard.

Council Member Bergan stated her support for the item.

Council Member Coombs asked Chief Wilson to speak to how the City would address due process and privacy rights as it related to the software use. Chief Wilson did so and offered to provide an informational presentation by the company.

Council Member Marcano stated his understanding that Council would receive a software presentation and noted that did not occur. He asked when the software presentation on the software function took place and who attended.

Council Member Hiltz stated she had many initial concerns related to data collection because she felt biased data in meant biased data out so she reached out independently and received a presentation that helped her feel comfortable with it now. She stated the data was already collected by the police department and the software just streamlined it. She stated it was not at all what she thought or what was initially presented as a seemingly intrusive process.

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

h. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of $286,792.00 to provide additional design phase services and services during construction for the Piney Creek Lift Station Repairs Project.
Presenter: Elizabeth Carter – Principal Engineer – Aurora Water
Attorney: Dave Lathers – Senior Assistant City Attorney

Motion by Gruber, second by Coombs, to approve item 9h.

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

Roger Sherman provided call-in instructions for the upcoming items.

Mayor Coffman called for a five-minute break.

10. RESOLUTIONS

a. ADONEA Metropolitan District
R2020-158 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 2nd AMENDMENT TO THE UTILITY COST REIMBURSEMENT AGREEMENT BETWEEN LENNAR COLORADO, LLC, ADONEA METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION, AND THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE
Presenter: Young, Sarah, Deputy Director Planning and Engineering
Attorney: McKenney, Christine, Client Group Manager

Motion by Gruber, second by Berzins, to approve item 10a.

Mayor Pro Tem Johnston asked staff if the Adonea Metro District weighed in on the item.

Sarah Young, Deputy Director Planning and Engineering, stated the metro district requested the amendment.

Council Member Bergan stated her understanding this was reimbursement because the infrastructure was oversized.

Ms. Young concurred.

Council Member Bergan stated that happened sometimes because it would serve the greater area once development came in.

Ms. Young concurred.

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Council Member Coombs asked if the City would be paid back based on the other developments that were coming in after the benefit from this infrastructure. Ms. Young answered affirmatively.

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

b. **Management of Additional Augmentation Water for Trout Creek Pond In South Park**
R2020-159 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT COLORADO STATE OFFICE AND THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, FOR PROVISION OF AND MANAGEMENT OF ADDITIONAL AUGMENTATION WATER FOR TROUT CREEK POND IN SOUTH PARK
Presenter: Alex Davis, D/D Water Resources, Aurora Water
Attorney: Stephanie Neitzel, Assistant City Attorney

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

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

c. Joint Professional Firefighter Certification
R2020-160 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO APPROVE THE RESTATED INTERGOVERNMENTAL AGREEMENT FOR JOINT PROFESSIONAL FIREFIGHTER CERTIFICATION
Presenter: Deputy Chief Cindy Andersen, Fire
Attorney: Evans, Isabelle, Assistant City Attorney

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

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

d. The State's Sales and Use Tax Simplification Software System
R2020-161 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO**,** APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THE STATE OF COLORADO DEPARTMENT OF REVENUE, FOR THE USE OF THE STATE'S SALES AND USE TAX SIMPLIFICATION SOFTWARE SYSTEM
Presenter: Trevor Vaughn, Manager of Tax and Licensing
Attorney: Hans Hernandez Perez, Assistant City Attorney

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

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

e. Funding Recommendation for Second Chance Center, INC.'s Providence at the Heights Apartment

♦ ***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.***

R2020-162 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE AFFORDABLE HOUSING GAP FINANCING PROGRAM 2020 FUNDING RECOMMENDATION FOR SECOND CHANCE CENTER, INC.'S PROVIDENCE AT THE HEIGHTS APARTMENTS
Presenter: Liz Fuselier, Community Development Planner
Attorney: Tim Joyce, Assistant City Attorney

Motion by Marcano, second by Johnston, to approve item 10e.

Council Member Bergan asked staff to speak to what portion of the funding sources came out of the general fund.

Jessica Prosser, Director, Housing and Community Services, did so, noting the funding for the affordable housing piece came solely from the marijuana fund.

Council Member Bergan stated this would be for repaving, landscaping and keypad lock hardware.

Ms. Prosser concurred.

Voting Aye: Coombs, Gardner, Hiltz, Johnston, Lawson, Marcano, Murillo

Voting Nay: Bergan, Berzins, Gruber

f. Montview Boulevard Design
R2020-163 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AIMCO PROPERTIES, LLC, THE FITZSIMONS REDEVELOPMENT AUTHORITY, THE COLORADO SCIENCE AND TECHNOLOGY PARK METRO DISTRICTS NOS. 1, 2 AND 3, AND THE REGENTS OF THE UNIVERSITY OF COLORADO FOR AND ON BEHALF OF THE UNIVERSITY OF COLORADO ANSCHUTZ MEDICAL CAMPUS APPROVING A ROADWAY REDESIGN COST REIMBURSEMENT AGREEMENT
Presenter: Nancy Freed, Deputy City Manager
Attorney: Brian Rulla, Assistant City Attorney

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

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

Roger Sherman provided call-in instructions for the upcoming items.

Mayor Coffman called for a five-minute break.

11. PUBLIC HEARING WITH RELATED ORDINANCE

None

12. PUBLIC HEARING WITHOUT RELATED ORDINANCE

None

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13. INTRODUCTION OF ORDINANCES

a. 2020 Fall Supplemental Ordinance

2020-68 AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2019-82, AND 2020-44 FOR THE 2020 FISCAL YEAR
Presenter: Kerstin Claspell, Lead Financial Analyst
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Marcano, to introduce item 13a.

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

b. Adoption of Economic Nexus

2020-69 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING VARIOUS SECTIONS OF CHAPTER 130 OF THE CITY CODE RELATED TO ECONOMIC NEXUS
Presenter: Trevor Vaughn, Manager Of Tax And Licensing
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Bergan, to introduce item 13b.

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

c. Marijuana Delivery Within the City

2020-65 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 6 OF THE CITY CODE PERTAINING TO BACKGROUND QUALIFICATIONS FOR MARIJUANA BUSINESS OWNERS AND EMPLOYEES AND TO ADD A SECTION TO ALLOW MARIJUANA DELIVERY WITHIN THE CITY
Presenter: Robin Peterson, Manager Marijuana Enforcement
Attorney: Money, Daniel, Senior Assistant City Attorney

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

Roger Sherman introduced speakers on the call-in line.

Council Member Coombs asked staff if delivery must be made from a store and not a warehouse and if the transporters must be licensed in the City of Aurora.

Robin Peterson, Manager Marijuana Enforcement, answered affirmatively. She clarified however the businesses that have a license in the City of Aurora that wanted to use a transporter must use a social equity transporter for the first 36 months. She noted the City could not control what kind of transporters were used if delivery was allowed outside the City.

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Council Member Coombs asked if a store delivering into Aurora from outside of Aurora had to use an Aurora licensed transporter. Ms. Peterson answered no, noting she did not have the ability to require other stores not licensed by the City to follow City rules. Council Member Coombs asked if those licensed outside of the City of Aurora could use an Aurora licensed transporter and if so, did that need to be made explicit in the ordinance or could it be a part of the rulemaking that the Aurora Marijuana Enforcement Division (AMED) did in the process. Ms. Peterson answered affirmatively, noting it could be made in rulemaking.

Council Member Gruber stated he did not have an issue with the idea of delivering marijuana in Aurora from stores licensed by Aurora. He expressed concerns regarding those social equity distributors that could apply three years after a felony conviction and the lack of oversight. He wondered what would happen if people did not show up and there were not enough of them to support the four stores in each ward which would thereby limit the business of City stores. He raised the issue expressed by Aurora companies about marijuana coming in from outside of the City and discussed his reasoning behind his support of reducing delivery fees for restaurants in Aurora due to COVID. He pointed out he felt that was justified because the City had regulated restaurants so much because of COVID that it was no longer a free market. He pointed out marijuana stores in Aurora were also not a free market because they were heavily regulated. He did not support the ordinance because it was not ready.

AMENDMENT I

Motion by Gruber, second by Bergan, to table item 13c until a better format could be realized.

Mayor Pro Tem Johnston stated she did not support tabling the item.

Council Member Bergan stated the reason the item should be tabled was due to the inconsistencies and concerns about safety and oversight.

Council Member Coombs called for a point of order on the discussion.

Council Member Gruber asked staff to clarify the rules of order in this regard.

Daniel Brotzman, City Attorney, did so, noting the discussion was limited to the motion to table.

Council Member Coombs pointed out the item has been in discussion for months and listed the various opportunities Council had to comment. She noted these were not new issues and the questions surrounding safety and security were addressed in state law.

Council Member Gardner stated he did not support the motion to table the item for similar reasons.

Council Member Hiltz concurred.

Council Member Marcano echoed many of the previous comments against tabling the item.

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Council Member Berzins stated she has not made a decision on the item because things kept changing. She noted it took 18 months for the original rules to come together and she did not want to rush this. She stated her preference was to take the time needed to do it right. She pointed out four of the eleven council members had the luxury of sitting on the Amendment 64 Committee where the topic has been discussed for months and months and while the issue was not really complicated, it sounded very complicated because there were so many moving parts and it kept changing.

Council Member Lawson agreed with her colleagues against tabling the item and noted the rulemaking process would help clarify and strengthen some of the language.

Council Member Berzins asked Mayor Pro Tem Johnston if there would be a rulemaking process because the ordinance could not be changed once it was adopted. Mayor Pro Tem Johnston asked staff to address the question.

Ms. Peterson stated rulemaking would be consistent with whatever was approved in the City ordinance.

Council Member Gruber asked if the prohibition of medical marijuana delivery could be enforced. Ms. Peterson answered affirmatively, noting it would be enforced through an audit.

VOTE ON AMENDMENT I

Voting Aye: Bergan, Berzins, Gruber

Voting Nay: Mayor Coffman, Coombs, Gardner, Hiltz, Johnston, Lawson, Marcano, Murillo

Council Member Bergan asked if the state has finalized rulemaking in this regard. Ms. Peterson answered affirmatively. Council Member Bergan asked how medical marijuana delivery would be audited. Ms. Peterson stated those doing so would have to put the information into metric and remit the sales tax to the City of Aurora. Council Member Bergan asked how the City would know if they were charging sales tax. Ms. Peterson stated it was like any other tangible property for the collection of sales tax. Council Member Bergan discussed the retail stores who have invested and contributed to the City's sales revenues and expressed her concern that their businesses would be harmed by outside deliveries. She expressed additional concerns related to the state's change regarding felony convictions and asked if it was correct that it was okay for those who had felony convictions within the last three years to participate. Ms. Peterson answered affirmatively. Council Member Bergan stated those with convictions could still be in jail and the clock began at the time of the conviction.

Ms. Peterson concurred.

Council Member Bergan stated someone could get out a year before and could then apply for this transporter license.

Ms. Peterson stated her understanding that those who served their time could apply.

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Council Member Bergan expressed the additional concern of oversight and how it would be accomplished. She asked if there was an estimate on what amount of City resources had to be put into ensuring all of this was done correctly. Ms. Peterson answered no.

Council Member Coombs asked if those with past convictions could be violent offenders. Ms. Peterson stated that was in place for the social equity piece.

Mayor Pro Tem Johnston clarified there were two different issues related to the felony convictions which were the social equity transport piece and then the licensing for a future license to have a cannabis store in the City of Aurora. She stated there were other criteria that still had to be met to get a license in Aurora even with the change to three years and asked staff to speak to those criteria. Ms. Peterson did so. Mayor Pro Tem Johnston expressed appreciation to staff for clarifying there were two separate issues.

Council Member Gruber pointed out this related to a felony conviction at least three years ago and in terms of moral turpitude, murderers and rapists were eliminated but not gang members and drug distributors.

Daniel Money, Senior Assistant City Attorney, stated statute did not differentiate what the felony was for but noted there was a good moral character component. He agreed former drug distributors could be a transporter and the social equity piece related directly to giving a job back to people who reentered society with this type of past.

Council Member Gruber stated it was absurd to him that the City would encourage a transporter license for someone who was convicted of a drug felony three years ago.

Council Member Coombs stated the social equity only related to people who have convictions for marijuana specifically, not people who have convictions for distributing any other type of drugs. She suggested the determination should be made that distributing illegal drugs did not fit under the requirements for anyone to receive a license.

Mr. Money stated the determination was under state rules and the applicant would receive their license from the state.

Council Member Coombs asked staff to clarify the protections in place to track the marijuana product that was sold as well as the transporters engaged in the delivery process. Ms. Peterson did so.

Council Member Gruber discussed the private contracting of delivery transporters and how that would work and asked staff to speak to the liability for a crime committed in the delivery process. Mr. Money agreed that could happen with any business because there would always be people who took advantage of the system. He noted it came down to whether the Council wanted delivery in the City or not.

Council Member Gruber pointed out the stores that owned their own delivery would be responsible if one of its employees sold black market marijuana on the side. He noted the bottom line was the City was allowing felony drug dealers to deliver marijuana in the City with no expectation that people would be selling marijuana on the side. He felt there was a smarter way to do this if the City would take the time to do it.

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Council Member Coombs reiterated these issues have been addressed in state law. She expressed frustration at hearing all of the hypothetical fear mongering being presented.

Council Member Gruber stated it was important for Council to be transparent to the people of Aurora and to allow them to hear the full debate. He pointed out there was no oversight for felons delivering drugs and he had a problem with that.

Mayor Pro Tem Johnston disagreed and clarified the problem related to social equity. She stated there has been a disproportionate amount of people of color who have been convicted of marijuana-related crimes, while people of privilege who have the capital, have been able to take advantage of this market, and make millions of dollars. She stated this was an opportunity for Council to give a social equity license as a part of this process in Aurora to open that door. She pointed out this issue has been vetted with a tight process of security and it was in state legislation.

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

Voting Nay: Bergan, Gruber

14. FINALIZING OF ORDINANCES

None

15. PLANNING MATTERS

None

16. ANNEXATIONS

a. Vista Creek Initial Zoning

2020-67 PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ZONING 9.99 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED WEST OF GUN CLUB ROAD BETWEEN THE EAST 5TH AND EAST 6TH AVENUE ALIGNMENTS, WITHIN THE COUNTY OF ARAPAHOE, STATE OF COLORADO, TO MIXED-USE REGIONAL DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (VISTA CREEK INITIAL ZONING)
Presenter: Heather Lamboy, Planning Supervisor
Attorney: Dan Money, Assistant City Attorney

Mayor Coffman opened the public hearing on items 16a and b and hearing no comment, closed the public hearing.

Motion by Berzins, second by Gardner, to approve items 16a and 16b.

Mayor Pro Tem Johnston expressed concerns with the item and asked staff if there were specific commercial plans for the site.

Heather Lamboy, Planning Supervisor, answered no.

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Mayor Pro Tem Johnston asked staff to address the background on the capacity of getting water to the area and costs for doing so.

Jacob Cox, Senior Development Project Manager, did so.

Ms. Lamboy stated there was water provision for Gun Club Road and Aurora was able to provide water for the 9.9 acres.

Mayor Pro Tem Johnston stated she would not support the item because she had a lot of concerns related to public safety issues, the lack of return to the City as well as the lack of benefit to the City for annexing more land.

Council Member Marcano stated this was more of an in-fill project than further expansion.

Mr. Cox concurred.

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

Voting Nay: Johnston

b. Vista Creek Annexation Ordinance
2020-66 CONSIDERATION OF AN ORDINANCE FOR ADOPTION, ANNEXING A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., AND IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO (Vista Creek) 9.99 ACRES
Staff Presenter: Jacob Cox, Senior Development Project Manager
Staff Attorney: Brian Rulla, Assistant City Attorney

Motion by Gardner, second by Berzins, to approve item 16b.

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

Voting Nay: Johnston

c. ANNEXATION AGREEMENT BETWEEN THE CITY OF AURORA AND GAIL M. HARTLEY
CONSIDERATION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF AURORA AND GAIL M. HARTLEY EXEMPT MARITAL TRUST FOR A CERTAIN PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., AND IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO (Vista Creek) 9.99 ACRES
Presenter: Jacob Cox, Senior Development Project Manager
Attorney: Brian Rulla, Assistant City Attorney

Motion by Berzins, second by Gruber, to approve item 16c.

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

Voting Nay: Johnston

17. RECONSIDERATIONS AND CALL UPS

a. RECONSIDERATION OF RESOLUTION 2020-22 – Review of the powers granted to the City Manager by Resolution 2020-22.
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.
Attorney: Evans, Isabelle, Assistant City Attorney

Motion by Coombs, second by Marcano, to approve item 17a.

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

18. GENERAL BUSINESS

a. Mayor Pro Tem Selection
Presenter: Susan Barkman, Interim City Clerk
Attorney: Dave Lathers, Assistant City Attorney

Mayor Coffman reviewed the rules for the Mayor Pro Tem selection.

Council Member Coombs asked if those nominated could vote for themselves.

Daniel Brotzman, City Attorney, answered affirmatively, noting that language was no longer in Council rules.

Council Member Gardner nominated Council Member Bergan.

Council Member Marcano nominated Council Member Murillo.

Mayor Pro Tem Johnston nominated Council Member Lawson.

Council Member Bergan received five affirmative votes.

Council Member Murillo received three affirmative votes.

Council Member Lawson received three affirmative votes.

Council Member Murillo asked if the candidates could say a few words on why they were running. Mr. Brotzman agreed that was a good idea.

Council Member Bergan expressed appreciation to Council for their consideration of her as Mayor Pro Tem. She stated she has been on Council for five years and has served on

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almost every policy committee. She stated she has not yet run for Mayor Pro Tem and that while she enjoyed the policy committees, she felt this was a great opportunity for her to take on a leadership role and a new challenge. She believed she could represent the City in a very professional and positive way and that she would be a good ambassador for the City. She stated she had the leadership qualities to allow her to run meetings as needed and she promised to be fair when considering committee assignments as well as being very responsive in gathering input from her colleagues on the workshops. She asked for Council's support in this endeavor.

Council Member Murillo expressed appreciation for the opportunity to share why she was running for Mayor Pro Tem. She stated it was incredibly important to have diverse leadership when representing a diverse city. She stated she has been on Council for three years which gave her the ability to have a perspective that was focused on real-time happenings. She noted she has been on the Council Rules Committee and she felt well-equipped and well-prepared to continue those conversations. She felt it would be incumbent on the next Mayor Pro Tem to continue conversations around equity in the City. She stated the Mayor Pro Tem set the agendas for Council's quarterly meetings and she would set an agenda that continued a conversation around strategic planning. She would do her best to be fair and equitable in committee assignments, noting there have been discussions around changing the scope and number of committees and given current circumstances with policy committees, she would be mindful of those changes going forward.

Council Member Lawson expressed appreciation to Council for their consideration of her as Mayor Pro Tem. She stated she has been on Council for five years and noted most of the work she has done has been on citywide issues. She believed the Mayor Pro Tem must have a good working relationship with the Mayor which she felt she did. She stated it was important for Council to have citywide issues on their quarterly meeting agendas and that they should be focused on the strategic planning of the City and what the City was dealing with moving forward in the long term. She stated that was something she would strive for as well. She stated she has been a good ambassador both inside and outside of Council.

Mayor Coffman called for round two of nominee voting noting six votes were required.

Council Member Bergan received four affirmative votes.
Council Member Murillo received three affirmative votes
Council Member Lawson received four affirmative votes.

Mayor Coffman called for the third round of nominee voting.

Council Member Bergan received five affirmative votes.
Council Member Lawson received two affirmative votes.

Susan Barkman, Interim City Clerk, asked staff if the goal was six votes for a nomination, if each person got one vote per person and if the lower number dropped out or not. Mr. Brotzman stated there was not a nomination until there were six votes.

Mayor Coffman noted the lowest number of votes dropped out in the first round and asked if the lowest person should drop out of the third round. Mr. Brotzman stated the choices

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were either an agreement of Council to move onto the next step or a six-person nomination vote.

Council Member Hiltz stated her understanding that no one has been nominated yet because six affirmative votes were required to be entered into the nomination pool and it was not until they were in the nomination pool that they could drop out with the lowest number of votes.

Mr. Brotzman concurred, noting there was not a nomination yet because Council was still trying to get a nomination which required six votes.

Mayor Coffman asked if the process was okay so far. Mr. Brotzman answered affirmatively.

Council Member Coombs asked if Council Member Murillo was still in the process. Mr. Brotzman answered affirmatively.

Council Member Gruber stated his understanding that Council could vote for anyone they wanted during the nomination phase but were limited to one vote once a person was nominated.

Mr. Brotzman concurred.

Council Member Gruber stated each council member could vote for each candidate and then that would make them all nominees and then Council went into the process of having one vote and the lowest dropping off.

Mr. Brotzman concurred.

Council Member Gruber stated his hope that doing so would make it easier to get the nominations in because then the real votes would only allow one vote each.

Mayor Coffman asked staff if Council has been following the process correctly thus far. Mr. Brotzman stated Council needed to do one more thing in the second round which was vote for Council Member Murillo.

Jim Twombly, City Manager, referenced the Council rules which stated 'voting shall occur as follows: at each round, the applicant receiving the fewest votes is removed from consideration.'

Mayor Coffman concurred.

Mr. Brotzman stated a nomination was required first.

Council Member Bergan stated there were nominees.

Council Member Hiltz stated they were not official nominees.

Mr. Brotzman stated six votes were required to get into the nominee pool.

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Mayor Coffman stated it was done once someone got six votes.

Council Member Marcano stated his understanding that Council needed six votes for a nominee to be eligible for appointment and then they were ranked with votes where the lowest person dropped.

Mr. Brotzman concurred.

Council Member Bergan stated she did not remember this being the process.

Mayor Coffman concurred. He asked Mr. Twombly to speak to the issue. Mr. Twombly noted Ms. Barkman sent out the guidelines but he did not recall the process from previous years.

Council Member Bergan pointed out the guidelines related to boards and commissions and not Mayor Pro Tem.

Mr. Brotzman noted this was never an issue in the past because Council just voted for everybody because everybody had more than six votes.

Council Member Bergan reiterated she did not remember it that way.

Council Member Gardner stated the guidelines were very clear. He stated the lowest votes dropped off until there was one and then Council voted.

Mayor Coffman concurred because the lowest number dropped off in the second round and then the lowest number would drop off in the last round and it continued until one person had six votes.

Council Member Murillo asked if Council planned to ignore the City Attorney.

Mayor Coffman asked Mr. Brotzman to address the process. Mr. Brotzman did so, noting Council was in the nomination process.

Council Member Berzins stated her understanding of the nomination process was that someone nominated someone and then Council voted on that person. She stated she did not recall Council ever voting on a nomination process because the nomination was whoever was nominated.

Council Member Murillo referenced section b, nominations.

Mr. Brotzman referenced 5c which stated 'each nominee who received six votes shall be considered eligible for appointment. Each round the applicant receiving the fewest votes is removed from consideration.'

Mayor Coffman stated that was what Council was doing.

Council Member Murillo noted that was after they have been nominated once they hit the six votes threshold.

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Council Member Berzins stated that meant the nominees receiving six votes shall be eligible for the appointment as Mayor Pro Tem because it took six votes to be Mayor Pro Tem. She read it as eligible for appointment as Mayor Pro Tem and not eligible for appointment to be a nominee.

Mayor Coffman noted the City Attorney vetted the rules as they reviewed them and it was his understanding there was one vote in each round.

Ms. Barkman suggested a way forward was that nominations have been made, so it sounded as though what was needed was a motion to nominate those people which they had and then a motion to close the nominations. She stated a vote to close nominations required a vote of six before they could go into the next round.

Mayor Coffman stated he did not have a motion to close nominations.

Ms. Barkman concurred and asked Mr. Brotzman to clarify that there should be a motion to take the nominees of Council Members Bergan, Lawson and Murillo and close the nominations and then move into the round of each applicant receiving the fewest votes being removed from consideration. Mr. Brotzman agreed that would work, noting a motion to close nominations and six votes would move this into the round of the fewest votes were removed from consideration.

Motion by Gruber, second by Gardner, to close the nominations for Mayor Pro Tem.

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

Mr. Brotzman reiterated Council was now into the second round and those with the fewest votes would be removed from the consideration.

Council Member Lawson voted for herself.
Mayor Pro Tem Johnston voted for Council Member Lawson.
Council Member Berzins voted for Council Member Bergan.
Council Member Gardner voted for Council Member Bergan.
Council Member Murillo voted for herself.
Council Member Bergan voted for herself.
Council Member Gruber voted for Council Member Bergan.
Council Member Coombs voted for Council Member Murillo.
Council Member Marcano voted for Council Member Murillo.
Council Member Hiltz voted for Council Member Lawson.
Mayor Coffman voted for Council Member Bergan.

Ms. Barkman stated there was a tie with five votes for Council Member Bergan and three votes for Council Members Lawson and Murillo. She stated no nominees would be dropped and Council would go into another round.

Council Member Marcano stated each council member got one vote and asked if they were required to vote. Mr. Brotzman answered no.

Council Member Marcano voted for Council Member Murillo.

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Council Member Lawson voted for herself.
Council Member Gruber voted for Council Member Bergan.
Mayor Pro Tem Johnston voted for Council Member Lawson.
Council Member Berzins voted for Council Member Bergan
Council Member Gardner voted for Council Member Bergan.
Council Member Coombs voted for Council Member Murillo.
Council Member Murillo voted for herself.
Council Member Bergan voted for herself.
Council Member Hiltz voted for Council Member Lawson.
Mayor Coffman voted for Council Member Lawson.

Ms. Barkman stated Council Members Bergan and Lawson had four votes each and Council Member Murillo would drop out with the lowest votes at three.

Council Member Lawson voted for herself.
Council Member Coombs abstained.
Council Member Gruber voted for Council Member Bergan.
Mayor Pro Tem Johnston voted for Council Member Lawson.
Council Member Marcano abstained.
Council Member Murillo abstained.
Council Member Bergan voted for herself.
Council Member Berzins voted for Council Member Bergan.
Council Member Gardner voted for Council Member Bergan.
Council Member Hiltz voted for Council Member Lawson.
Mayor Coffman voted for Council Member Bergan.

Ms. Barkman stated Council Member Bergan had five votes and Council Member Lawson dropped off with three votes. She stated her understanding there would be a fourth round which would require Council Member Bergan to have six votes.

Mr. Brotzman concurred.

Council Member Bergan voted for herself.
Council Member Berzins voted for Council Member Bergan.
Council Member Gardner voted for Council Member Bergan.
Council Member Lawson voted for Council Member Bergan.
Council Member Coombs abstained.
Council Member Gruber voted for Council Member Bergan.
Mayor Pro Tem Johnston voted for Council Member Bergan.
Council Member Hiltz voted for Council Member Bergan.
Council Member Murillo abstained.
Council Member Marcano abstained.
Mayor Coffman voted for Council Member Bergan.

Ms. Barkman announced Council Member Bergan was the new Mayor Pro Tem with eight votes.

b. Judicial Vacancy-Appointment of New Associate Judge & Relief Judges, Re-Appointment of Current Judges
Judge Shawn Day/Angela Garcia

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Susan Barkman, Interim City Clerk, asked Judge Shawn Day to explain the process.

Judge Shawn Day did so.

Ms. Barkman stated step one was to appoint one new Associate Justice from the list of four nominees.

Council Member Gruber nominated Peter Frigo.

Mayor Coffman stated his understanding that a second was not required.

Council Member Marcano nominated Marcus Ivy.

Mayor Coffman nominated Karen Steinhauser. He stated Council could speak to why the candidates were the best. He discussed Ms. Steinhauser and her credentials.

Council Member Marcano discussed Mr. Ivy and his credentials.

Council Member Gruber discussed Mr. Frigo and his credentials.

Mayor Coffman stated it was the same process.

Council Member Bergan stated her support of Mr. Frigo.

Mayor Pro Tem Johnston stated her support of Mr. Ivy.

Motion by Gruber, second by Murillo, to close nominations.

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

Council Member Gruber voted for Mr. Frigo.
Council Member Coombs voted for Mr. Ivy.
Council Member Bergan voted for Mr. Frigo.
Council Member Murillo voted for Mr. Ivy.
Council Member Berzins voted for Mr. Frigo.
Council Member Lawson voted for Mr. Ivy.
Council Member Marcano voted for Mr. Ivy.
Council Member Hiltz voted for Mr. Frigo.
Mayor Pro Tem Johnston voted for Mr. Ivy.

Council Member Hiltz stated her support for Mr. Frigo.

Council Member Gardner voted for Mr. Frigo.
Mayor Coffman voted for Karen Steinhuaser.

Ms. Barkman noted there were five votes for both Mr. Ivy and Mr. Frigo and Ms. Steinhauser would drop out.

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Council Member Gardner voted for Mr. Frigo.
Mayor Coffman voted for Mr. Frigo.
Council Member Hiltz voted for Mr. Frigo.
Council Member Lawson voted for Mr. Ivy.
Council Member Berzins voted for Mr. Frigo.
Council Member Murillo voted for Mr. Ivy.
Mayor Pro Tem Johnston voted for Mr. Ivy.
Council Member Bergan voted for Mr. Frigo
Council Member Marcano voted for Mr. Ivy.
Council Member Coombs voted for Mr. Ivy.
Council Member Gruber voted for Mr. Frigo.

Ms. Barkman announced Mr. Frigo was appointed as associate judge with 6 votes.

Judge Day provided instructions for step two which was the appointments of four nominees for four Relief Judge openings.

Mayor Coffman asked if there were any objections to the nominations of Judge Soloman, LeFlore, Rebecca Watada, and Marcus Ivy and hearing none, moved onto step three.

Judge Day stated step three was the reappointment of all of the current judges.

Mayor Coffman asked if there were any objections to the reappointment of Judge Day as Presiding Judge and hearing none, moved onto step four.

Mayor Coffman He asked if there were any objections to reappointing Judge Arguelles, Judge Christopher Cawley and Judge Daniel Kopper as Associate Judges for four-year terms and hearing none, moved onto step five.

Mayor Coffman asked if there was any objection to reappoint the following James Anderson, Judge Robert Garby, Judge Jonathan Lucero, Judge Trisha McCarthy and Judge Karen Steinhauser as Relief Judges for an additional two-year term.

19. **REPORTS**

a. Report by the Mayor

Mayor Coffman encouraged everyone to rise up to the Mayor's challenge to order at least one carryout meal a week to support local restaurants that have struggled to survive during this difficult time.

b. Reports by Council

Council Member Lawson stated she would be hosting a video conference call to discuss what was going on at a federal level and announced the graduation of the sixth Citizens Academy class. She expressed appreciation to everyone who participated in the academy.

Council Member Gardner announced the Aurora Holiday Circle which was the annual tree lighting ceremony was scheduled for December 10, 2020 at 6:00 p.m. and noted the Aurora Animal Shelter was looking for donations through December 24, 2020.

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

Council Member Gruber stated the Department of the Air Force did not select Aurora as a finalist for the United States Space Command and noted Colorado Springs was now the team to beat of the remaining six cities and Aurora would do their best to support them. He announced Arapahoe County Open Spaces selected the City of Aurora for the 2020 Our Progress Takes Flight Award for the Buckley Air Force Base buffer project. He expressed appreciation to City staff for their efforts in that regard.

Mayor Coffman expressed appreciation to Council Member Gruber for his efforts on the Space Command project.

Council Member Murillo wished good luck and best wishes to all high school seniors on their college search and congratulated them on their early action and early decision submissions.

Council Member Berzins discussed the attack on Pearl Harbor which took place on December 7, 1941 and expressed appreciation to all those who served in the military and their families. She stated it was important to remember those who died for everyone's freedoms.

Council Member Marcano announced the Ward IV meeting was scheduled on WebEx and Facebook Live on December 17, 2020 where a recap of the year would be provided.

Council Member Coombs announced Aurora Sister Cities and Visit Aurora submitted a host bid for the FIFA World Cup for 2026. She expressed appreciation to everyone involved in that effort and to those community members who have reached out to make sure people have what they need during this difficult time of COVID.

Mayor Pro Tem Bergan expressed appreciation to her colleagues for voting for her as Mayor Pro Tem.

20. **PUBLIC INVITED TO BE HEARD**

None

21. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of City Council at 11:47 p.m.

_____
MIKE COFFMAN, MAYOR

ATTEST:

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

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

Aurora, Colorado



Proclamation

WHEREAS, *the United States President and Congress established by law a national holiday on the third Monday of January beginning in 1986 honoring the birth and work of Reverend Dr. Martin Luther King Jr.; and,*

WHEREAS, *Dr. Martin Luther King, Jr. was born on January 15, 1928 in Atlanta, Georgia and assassinated on April 4,1968 in Memphis, Tennessee at the Lorraine Hotel while supporting the sanitation workers; and,*

WHEREAS, *Dr. King received the Nobel Peace Prize in 1964 and is regarded internationally as the "drum major for justice"; and,*

WHEREAS, *having been the uncompromising champion of non-violence, Dr. King initiated significant changes in the fabric of American life, demonstrating unshakable faith to lead others by example resisting the temptations of hate and fear; and,*

WHEREAS, *Dr. Martin Luther King, Jr.'s dedication and commitment is matched only by the ongoing power of his words which still call us to perfect those sacred ideas enshrined in our founding document.*

NOW THEREFORE, *I, Mike Coffman, Mayor if the City of Aurora, Colorado, do hereby proclaim the week of January 10-18, 2021, as the:*

35th Annual Dr. Martin Luther King, Jr. Week

in the City of Aurora and encourage participation in the activities to commemorate his life.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 4th day of January 2021.*

Mike Coffman, Mayor
Aurora, Colorado

Iverson "Ivan" H. Taylor

is hereby declared an

AMAZING *Auroran*

Iverson "Ivan" H. Taylor, a 35-year Aurora resident and United States Air Force Veteran, is hereby declared an Amazing Auroran for his many musical contributions to the Aurora, Buckley AFB and Rocky Mountain veterans' affairs associations. We appreciate you sharing your guitar and vocal talents at the Rocky Mountain Regional VA Medical Center's Ribbon Cutting Ceremony, the Buckley Air Force Base Retiree Appreciation Day, the Quilts of Valor ceremony and Mayor Mike Coffman's swearing-in ceremony.

Thank you for reflecting the true spirit of Aurora; we encourage you to continue giving back to the community with your gift of music. Thank you again for all that you have done, and continue to do, to benefit our great city of Aurora, Colorado.

Mike Coffman, Mayor
January 11, 2021

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

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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 Title: Consideration to APPROVE A RESOLUTION of the City Council of Aurora, Colorado, approving an intergovernmental agreement between the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District and the City of Aurora, Colorado, act
Item Initiator: Jewell, Dawn – South Platte Basin Water Resources Supervisor – Aurora Water
Staff Source/Legal Source: Jewell, Dawn – South Platte Basin Water Resources Supervisor – Aurora Water/Stephanie Neitzel, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 12/21/2020

Regular Meeting: N/A

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/18/2020

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

On May 18, 2020 City Council approved an agreement for the acquisition of Certain Real Property located in Weld County for the Prairie Waters North Campus Well Field Expansion Project.

On November 18, 2020, The Water Policy Committee supported moving this item forward to Study Session.

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

Earlier this year, the City purchased a property in Weld County from the Elizabeth Ann Wethington Trust for the future expansion of the Prairie Waters project. This property included three groundwater wells, two of which have remained in use by the seller under the Life Estate, and one of which is now the property of the City. The City owned well is for irrigation purposes and is used to maintain the property.

The City owned groundwater well has been historically included in the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District's (the District) Augmentation plan in case 02CW335. To continue use of the well for continued maintenance and use of the site for grazing, Aurora must either submit a water court application for augmentation at considerable cost or petition the District to be included in the decreed plan of augmentation for replacement of depletions. Staff recommends petitioning the District for this short-term augmentation need. Once the site is developed for the Prairie Waters project, the City will no longer need the Districts augmentation water.

The District has provided their standard Petition Contract for the City to continue use of the groundwater well. The standard Municipal ownership rate for the contract is $168 per acre foot of augmentation water, and the well historically has allotted 78.5-acre feet of augmentation. This is equal to an annual rate of $13,188 which is automatically renewed each calendar year.

QUESTIONS FOR COUNCIL

Does Council support moving the Consideration to APPROVE A RESOLUTION of the City Council of Aurora, Colorado, approving an intergovernmental agreement between the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District and the City of Aurora, Colorado, act

LEGAL COMMENTS

The Council may, by resolution, enter into contracts or agreements with other governmental entities or special districts for the joint use of buildings, equipment or facilities or for funding or receiving commodities or services (Charter section 10-12). This agreement is approved as to form (S. Neitzel)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this Intergovernmental Agreement will be from the Water Fund operating budget.

Org Name: SOS Prairie Waters North Campus (52073)

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

RESOLUTION NO. R2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT AND THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, FOR PETITION FOR CLASS D IRRIGATION WATER ALLOTMENT CONTRACT

WHEREAS, the City of Aurora, Colorado, acting by and through its Utility Enterprise (the "City"), acquired certain real property in Weld County, Colorado, to allow for expansion of the City's Prairie Waters Project wellfield that is an integral part of the City's water supply system (the "Property"); and

WHEREAS, as part of the Property purchase, Aurora acquired a groundwater well permitted for irrigation of the Property (the "Well") and that is included in a plan for augmentation decreed in Case No. 02CW335, Water Division 1, to the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District ("Subdistrict") for replacement of out-of-priority depletions associated with pumping of wells located in the Subdistrict; and

WHEREAS, the City wishes to continue use of the Well on the Property, and therefore, must petition the Subdistrict to be included in the decreed plan of augmentation for replacement of depletions associated with use of the Well including the City's agreement to pay annual assessments to the Subdistrict for replacement water allotted to the Property each year; and

WHEREAS, Section 10-12 of the Aurora City Charter authorizes City Council to approve, by Resolution, the execution of contracts with other governmental units for furnishing or receiving commodities or services and for joint use of services and facilities.

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

Section 1. The Intergovernmental Agreement between the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District and the City of Aurora, Colorado, acting by and through its Utility Enterprise, for Petition for Class D Irrigation Water Allotment Contract is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute, on behalf of Aurora, the Intergovernmental Agreement in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with the Resolution.

Section 3. All resolutions or parts of resolutions in conflict herewith are expressly rescinded.

RESOLVED AND PASSED this _____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
Susan Barkman, Interim City Clerk

APPROVED AS TO FORM:

Stephanie Neitzel
_____
STEPHANIE J. NEITZEL, Assistant City Attorney

Type: 11 Contract Number: 1259

PETITION FOR CLASS D IRRIGATION WATER ALLOTMENT CONTRACT

FROM THE GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT

Petitioner hereinafter named petitions the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District, a political subdivision of the State of Colorado, organized and existing by virtue of §37-45-101, et.seq., C.R.S., for a Class D Water Allotment Contract for beneficial use of water under the following terms and conditions:

1. Name, address and telephone number of Petitioner:

   The City of Aurora, CO, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe and Douglas, Acting by and through its Utility Enterprise
   15151 E. Alameda Pkwy #3600
   Aurora, CO, 80012
   Phone: 303-739-7145

2. Farm I.D. (to be assigned by Subdistrict):

   1259

3. List quarter section, section, township, and range of lands covered by this petition and total acres of parcel:

   Description: SE1/4 NW1/4 Section 7, Township 1 North, Range 66 West
   Acres: 54
   County: Weld

4. Total acres of land irrigated:

   50

5. Petitioner owns and/or uses on the above-described lands the following water rights:

   a. Well information:

      WELLS AUGMENTED:

Permit Number	WDID	Case Number	Location (1/4, 1/4)	Section	Township	Range	Pump (GPM)
-19458-RF	0208560	W-4637	NE1/4 NE1/4	7	1N	66W	850

   b. Surface Water Rights Information:

      - Shares of stock in mutual ditch/reservoir and/or irrigation companies delivered to above-described land:

Name of Company	Number of shares owned, rented or leased and used on this farm

      - Decreed surface water rights owned by Petitioner other than through a company:

Name of Ditch or Reservoir	Amount of Decree (second-feet/acre feet)	Percentage Owned of Total	Priority Date

6. State acres described in ¶4 that are irrigated by:

Surface water alone	0 acres	Method of irrigation:	
Ground water alone	50 acres	Gravity irrigated	50 acres
Primarily by surface water and supplemented by ground water	0 acres	Sprinkler irrigated	0 acres
Primarily by ground water and supplemented by surface water	0 acres	Drip irrigated	0 acres

7. The initial amount of augmentation plan replacement water allotted for this farm is 78.5 acre-feet annually and the initial annual special assessment will be $13188. The amount of water allotted, the special assessment and assessment per acre-foot may change from year to year and Petitioner will be notified of a change in special assessment by an annual bill of assessment. It is understood and agreed by Petitioner that the quantity of replacement water to be allotted is to be determined by the Board of Directors on the basis of information given in ¶3 through ¶6, in accordance with Subdistrict plans to permit well pumping pursuant to the decree of the water court entered in Case No. 02CW335. The Subdistrict will take such actions as it deems necessary to promote and protect said plans.

8. It is understood and agreed that upon entry of an order granting said Petition, Petitioner shall be bound by the terms of this contract, the Water Conservancy Act, §C.R.S. 37-45-101 et seq., the decree entered in Case No. 02CW335 and any other pertinent decree of the water court, valid orders of the State or Division Engineer, and the Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict as the same from time to time, may be adopted or amended, including but not limited to: the Subdistrict's Policy Resolution Regarding Quota Enforcement and the Subdistrict's Policy Resolution Regarding Well Meter Reading and Reporting. By signing this document, Petitioner acknowledges that Petitioner has read and understands the applicable Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict, that are in effect at the time this contract is signed. Petitioner may within 15 days of the receipt of this contract, or any annual bill of special assessment, make an objection in writing to the Board of Directors of the Subdistrict stating in particular why the contract or bill of special assessment is incorrect. The Board of Directors may review the written objection and with or without hearing act upon the same and notify Petitioner.

9. Because the Subdistrict's plan for augmentation is based on irrigation as stated in ¶3 through ¶6 above, Petitioner agrees:

   a. To continue to use the water rights described in ¶5 in the same manner and to the same extent as stated in this petition as described in ¶6 on the lands described in ¶3 and the acres in ¶4.
   b. To be responsible for monitoring and reading the well meter(s) of the augmented well(s) and reporting accurate meter readings to the Subdistrict as required by the Subdistrict.
   c. To adhere to State and Division Engineer Rules regarding wells and well metering.
   d. To adhere to all Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict.
   e. Not to move, re-calibrate, modify, tamper with, or make changes to any well meter(s).
   f. To report any meter failures or suspected tampering of meters to the Subdistrict immediately upon discovery of the same.
   g. That the Subdistrict and its agents, employees and representatives shall have the right of entry upon Petitioner's property to read, re-calibrate, inspect, move or otherwise do any action necessary in regards to the well meter(s) associated with this Contract; and
   h. To immediately notify the Subdistrict in writing of any material changes in the information given in ¶3 through ¶6. A material change includes:
      i. any change in the operation or use of the well(s) described in ¶5a or ¶6;
      ii. any change in the use or extent of use of the surface water rights described in ¶5b;
      iii. any sale, lease, or other disposition of any of the water rights listed in ¶5 or any of the land described in ¶3;
      iv. any purchase, lease, rental or other acquisition of additional water rights or additional lands which will be irrigated;
      v. any change in irrigation practices or method of irrigation;
      vi. any cessation of irrigation for more than one year.

10. It is understood and agreed that failure to adhere to this Contract, or the Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict may result in the immediate termination of this contract by the Board of Directors. Petitioner understands that if this contract is so terminated, Petitioner has the right to petition the Board of Directors within thirty days following the postmarked date of the applicable Notice of Violation to request a hearing on the matter of termination. Petitioner agrees that once a Contract is terminated, the Subdistrict may petition the Water Court in Water Division One for deletion of any member well from its decreed augmentation plan(s), and that Petitioner is not entitled to special notice thereof. Petitioner agrees that if this Contract is terminated, Petitioner is responsible for any post-pumping depletions in accordance with ¶18 below. If post-pumping depletions are due, the Board of Directors shall produce a final statement that specifies the amount of future assessments based on remaining post-pumping depletions and when those assessments will become due. In the event of a dispute regarding this Contract or in the event Petitioner shall bring any challenge to the validity of any Decision, Rule, Regulation, Bylaw, Resolution or Policy of the Subdistrict, including a challenge by Petitioner of a contract termination decision by the Board of Directors, if the petitioner does not prevail in the challenge, the District shall be entitled to an award of actual attorney fees and costs of the District hearing and any subsequent Court review of any District decision. If Court action is necessary to resolve any dispute under this Contract, the Parties agree that the proper venue for Water Matters is the Division One Water Court in Greeley, Colorado and shall file any actions in said venue.

11. It is understood and agreed that any replacement water allotted by the Board of Directors of the Subdistrict shall be for the purpose of permitting the irrigation use of well water upon the lands described above, provided, however, that all uses which receive the benefit from the allotment shall be within the Subdistrict.

12. It is understood and agreed that the Board of Directors of the Subdistrict will attempt to maintain judicial and administrative approval of its plan for augmentation, and any corresponding substitute supply plans or other operating plan, in order to enable Petitioner to operate the wells described above in accordance with the decree entered in Case No. 02CW335, any applicable rules and regulations of the State Engineer governing well pumping, any applicable State Engineer substitute supply plan approvals, and the laws of the State of Colorado. The Board of Directors of the Subdistrict do not guarantee that the Petitioner will have the continued and unrestricted use of well water. Petitioner recognizes that any well pumping under this contract will be subject to the annual allotment issued by the Board. The Subdistrict will use its best efforts to maintain a plan for augmentation, substitute supply plan or other operating plan in order to assist the Petitioner in the continued use of well water and will take such actions as deemed proper by the Board of Directors to promote and protect said plans. If necessary, Petitioner agrees to curtail his or her well pumping to the extent ordered by the Board of Directors of the Subdistrict or the State or Division Engineer.

13. The annual quota is an estimate by the Subdistrict based on conditions at the present time, but is not binding on the Subdistrict, and is subject to change each year. The State Engineer and Division Engineer, or the Water Court, have the authority to make the final determination as to the amount of pumping allocation water that is acceptable and so no estimate by the Subdistrict should be considered binding or final.

14. Pursuant to §37-45-125(2)(f), C.R.S., the annual special assessment herein shall become a tax lien upon the lands for which such water is petitioned and allocated. Upon termination of this contract, any unpaid assessment will remain a lien upon the land.

15. The term of this contract shall be for the calendar year beginning January 1 after the signing of this contract, but if replacement water is required during the calendar year the contract is signed, then the term shall begin immediately upon execution in which event the contract shall expire at the end of the calendar year. The contract shall be automatically renewed each year, if timely payment is made, unless notice in writing is given by either party canceling the contract thirty (30) days prior to the end of the calendar year.

16. It is understood and agreed that the replacement water allotment is made for the exclusive benefit of the Petitioner's lands and may not be transferred to any lands without the prior written approval of the Board of Directors of said Subdistrict by a new contract.

17. Petitioner understands that the Subdistrict has adopted a groundwater measuring program, and agrees to install, at Petitioner cost, such measuring devices as may be called for by the Board of Directors of the Subdistrict.

18. Petitioner understands that in the event that pumping from the well(s) described in this Petition ceases, there will nevertheless be post-pumping depletions affecting the South Platte River (and its tributaries, where applicable) for a number of years following cessation of pumping. In such event, Petitioner's obligations under this contract, including but not limited to payment of annual special assessments, shall extend for so long as post-pumping depletions continue. Any annual special assessment imposed for the purpose of replacing post pumping depletions shall become a tax lien upon the lands for which such water is petitioned and allocated. Upon termination of this contract, any unpaid assessment will remain a lien upon the land.

19. This contract is not intended to benefit any party other than Petitioner and there shall be no third-party beneficiaries to this Contract, except in cases where a third-party lender is an additional Petitioner to the Contract for the purpose of securing indebtedness. Petitioner understands that Petitioner is responsible for the acts or omissions of any of Petitioner's tenants, lessees, licensees or guests and shall be directly responsible for the acts of the same in reference to the rights and responsibilities under this Contract.

20. Nothing herein shall be construed or interpreted as a waiver, express or implied, of the Subdistrict's rights under the Governmental Immunity Act C.R.S §24-10-101 et seq.

PETITIONER MUST PROVIDE ALL INFORMATION REQUESTED OR THIS PETITION WILL NOT BE ACCEPTED FOR FILING. THE INFORMATION MUST BE CORRECT AND ACCURATE SINCE THE SUBDISTRICT RELIES ON IT TO GRANT THE CONTRACT AND CANNOT BE RESPONSIBLE FOR INCORRECT OR INACCURATE INFORMATION.

_____SEE ATTACHED SIGNATURE PAGE_____
Petitioner

_____
Petitioner

The foregoing instrument was acknowledged before me by the above signed this _____ day of _____, 20____.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____

ORDER FOR CLASS D IRRIGATION WATER ALLOTMENT

Proper notice having been given and hearing held, it is ORDERED that the above petition be granted and is hereby made a contract and an initial allotment of 78.5 acre-feet of replacement water be made to the lands therein described upon the terms, and payable in the manner, as stated in said petition, the initial amount payable being an annual assessment of $13188. Failure to notify the Board of Directors of any material changes may result in the immediate termination of this contract.

DONE this _____ day of _____, 20_____.

GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT

By:_____
President

_____
Secretary

ATTEST: (Seal)

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

_____ _____
Mike Coffman, Mayor Date

Attest:

_____ _____
Susan Barkman, Interim City Clerk Date

Approved as to form for Aurora:

Stephanie Neitzel _____ 11/2/2020 21034122
Stephanie Neitzel, Assistant City Attorney Date ACS #

State of Colorado)
) ss
County of Arapahoe)

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

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

With MEMORANDUM OF AGREEMENT CITY of Aurora, Colorado Public Works Department	Project:	North Campus Well Field Expansion
	Location/Legal:	NE ¼ of Section 7, Township 1 North, Range 66 West of the 6th Principal Meridian, Weld County, Colorado; and NE ¼ and NW ¼ of Section 7, Township 1 North, Range 66 West of the 6th Principal Meridian, Weld County, Colorado
	Assessor Parcel No.: Project Parcel No.:	147107100019, 147107100036, and 147107100039

This Agreement made on this _____ day of _____, 20__, is between the property owner(s), **ELIZABETH ANN WETHINGTON TRUST, dated December 14, 1988** ("GRANTOR") and the **CITY OF AURORA, COLORADO**, a home-rule CITY and Colorado municipal corporation of the Counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("CITY"). Just compensation was determined in by an appropriate value procedure in accord with CITY real property acquisition policy and Colorado state law and regulations. The amount of money and/or compensation listed below is full consideration for the following land, water rights, improvements or damages of any kind (the "Property").

Land:	$	1,718,500.00
Damages / Other:	$	0.00
Gross Total Compensation	$	0.00
	$	0.00
Net Total Compensation	**$**	**1,718,500.00**

Other Conditions and Agreements:

1. GRANTOR and CITY agree to expressly reserve to Elizabeth Ann Wethington, individually, for her personal benefit, separate and apart from GRANTOR the life estate more particularly described in the General Warranty Deed with Life Estate Reservation, for and during the life of Elizabeth Ann Wethington, individually, or so long as Elizabeth Ann Wethington, individually, shall personally reside upon the property, whichever is shorter.
2. CITY agrees to allow the estate of Elizabeth Ann Wethington six (6) months from the date that she no longer resides on the property to remove all personal property from the land described on "Exhibit A - Eastern Property", hereinafter referred to as "Eastern Property".
3. Grantor shall have 30 days after closing to remove personal property from the land described on "Exhibit A - Western Property", hereinafter referred to as "Western Property".
4. GRANTOR agrees to provide written notice to CITY when Elizabeth Ann Wethington no longer uses or possesses the Eastern Property.
5. CITY agrees, per the request of GRANTOR, to split the payment in half providing $859,250.00 in 2020 through the closing process and providing the remaining balance of $859,250.00 no later than February 28, 2021.It is understood that the remaining balance will be kept in escrow with the title company (HC Peck and Associates) in a non-interest bearing account.
6. The GRANTOR understands and acknowledges that this acquisition is dependent upon review and approval by The Aurora CITY Council.
7. GRANTOR reserves and retains all oil, gas and other mineral interests with the exception of sand and gravel.
8. CITY agrees to take the property, subject to those easements, leases, and rights of record, including that surface agreement entered into on August 9, 2010, a memorandum of which is recorded at Rec. No. 3791064 in the records of Weld County, Colorado, which modifies the operative oil and gas lease and limits use of the surface of the Parcel for oil and gas operations to the Oil and Gas Operations Area defined therein.
9. With the exception of oil and gas leases GRANTOR agrees to expressly assign all existing leases to the CITY, including that lease with Brannon Sand and Gravel/Ready Mix Concrete Company
10. If the transaction does not close on or before June 2020 this Memorandum of Agreement shall terminate without further action by either party.

GRANTOR and CITY agree that:

1. this Agreement is binding upon the GRANTOR and GRANTOR'S heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees upon execution by GRANTOR.
2. this Agreement is binding upon the CITY, its successors or assigns, when executed by duly authorized representatives of the CITY.
3. there are no promises, terms, conditions, or obligations other than those listed on this Agreement.
4. the compensation shown on this Agreement is payment in full for the Property.
5. the terms, representations, warranties and agreements herein survive closing and will not merge with any deed or other documents delivered at closing.

GRANTOR:

1. will, at or before closing, pay all real property taxes (including prorated property taxes for the current year) and special assessments, if any, for the current year;
2. will be responsible for securing releases from all liens, judgments, and encumbrances to deliver unencumbered title to CITY. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction contemplated herein or by any other source available to GRANTOR;
3. will execute and deliver to CITY those documents indicated below;
4. will execute all documents as may be required to close the sale of the Property and provide insurable title subject to those matters of record and leases disclosed to the CITY that may be customary at closing with H.C. Peck & Associates, Inc. (the "Title Company");
5. will not grant any easements, leases or other uses of the Property from the date of GRANTOR's execution of this Agreement through the date of transfer of title to the CITY;
6. will hold CITY harmless from any claims against the Property, including claims which result from the exercise of the life estate by Elizabeth Ann Wethington;
7. shall be obligated to remove any and all personal property located upon the Property as described in item #2 and #3 in section titled "Other Conditions and Agreements".

CITY:

1. will be entitled to specific performance of this Agreement upon tender of the agreed consideration in escrow with the Title Company;
2. will authorize the Title Company to remit payment to GRANTOR at closing after delivery of the deed contemplated below;
3. will take possession of the Property when it tenders payment in escrow with the Title Company unless other arrangements are made;
4. will pay for all Title Company closing costs and fees at closing;
5. will pay for all necessary surveys and inspections;
6. will prepare the following documents:

☒	General Warranty Deed With Life Estate Reservation and Mineral Reservation
☒	General Warranty Deed with Mineral Reservation
☒	Quit Claim Deed Water & Water Rights

	Payable to: Elizabeth Ann Wethington Trust
Aurora Water Reviewed by: Date: Alexandra Davis	Elizabeth Ann Wethington Trust Date: Signature: Elizabeth Ann Wethington By: Elizabeth Ann Wethington Title: Trustee 2/24/20
CITY of Aurora Reviewed by: Date: Hector Reynoso Real Property Manager	Date: Signature: JoEllen Sue Hoffman By: JoEllen Sue Hoffman Title: Trustee 2/24/20
Approved as to form: Reviewed by Legal Department Date: Michelle Gardner Senior Assistant CITY Attorney	Date: Signature: Denise A Eiland 2/24/20 By: Denise A. Eiland Title: Trustee
Approved: Date: Cynthia A. Colip Interim Director of Public Works	
Aurora Water Approved: Date: Marshall P. Brown General Manager of Aurora Water	

GENERAL WARRANTY DEED

THIS DEED, dated this _____ day of _____, 2020, between, the **Elizabeth Ann Wethington Trust, dated December 14, 1988,** whose legal address is 254 Donna St, Fort Lupton, 80621, of the County of Weld and State of Colorado, hereinafter referred to as "Grantor", and the **City of Aurora, Colorado,** a municipal corporation of the Counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise, organized and existing under and by virtue of the laws of the State of Colorado, hereinafter referred to as "Grantee", whose legal address is 15151 E. Alameda Parkway, Suite 3200, Aurora, Colorado 80012-1555.

WITNESS, that the Grantor, for and in consideration of the sum of Ten and no/100-------Dollars, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its heirs, successors and assigns forever, all of its interest in the real property, together with improvements, if any, situate, lying and being in the County of Weld and State of Colorado, described as follows:

> The real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference. Additionally, any and all Water and Water Rights represented by the Office of the State Engineer, Colorado Division of Water Resources Well Permit Number 283878 or 283878-A issued August 31, 2010 ("Parcel"). Subject to those easements, leases and rights of record, including that surface agreement entered into on August 9, 2010, a memorandum of which is recorded at Rec. No. 3791064 in the records of Weld County, Colorado, which modifies the operative oil and gas lease and limits use of the surface of the Parcel for oil and gas operations to the Oil and Gas Operations Area defined therein.

Also known by street and number as: 254 Donna St. Fort Lupton, Colorado 80621
Weld County schedule numbers: 147107100019

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its heirs and personal representatives, successors and assigns, does covenant and agree that it shall and will WARRANT THE TITLE AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee, its heirs, successors and assigns, against all every person or persons lawfully claiming the whole or any part thereof.

RESERVING, HOWEVER, unto the Grantor, all subsurface minerals ("Minerals") underlying the Premises, including but not limited to oil, gas, coal, coalbed methane, hydrocarbons, and metals of every kind and nature (but excluding sand and gravel), together with the right to prospect for, mine, and extract

such Minerals within and under the Parcel: provided, however, that nothing herein shall be construed as reserving unto Grantor, and Grantor specifically and irrevocably disclaims, waives, and releases to the extent allowed by existing lease or other agreement of record, including that surface agreement entered into on August 9, 2010, a memorandum of which is recorded at Rec. No. 3791064 in the records of Weld County, Colorado, as here in above referenced (1) any right to locate wells, drill sites, mine entrances, pipelines, storage tanks, or other facilities on the Parcel, which are not already existing as of the date of execution and shown on attached Exhibit B attached hereto and incorporated herein by this reference; (2) any easement on or over the surface of the Parcel for the purpose of prospecting for, mining, extracting, transporting, or storing such Minerals, or (3) any right to extract such Minerals by any surface mining methods or to disturb the surface of the Parcel or any improvements thereon in any manner whatsoever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR:
Elizabeth Ann Wethington Trust,
dated December 14, 1988

By:_____
Elizabeth Ann Wethington, Trustee

State of Colorado)
) §
County of Weld)

The foregoing instrument was acknowledged before me this _____day of _____2020, by Elizabeth Ann Wethington, Trustee of the Elizabeth Ann Wethington Trust, dated December 14, 1988.

Witness my hand and official seal.
My commission expires:

STAMP

_____
Notary Public

By:_____
Denise A. Eiland, Trustee

State of Colorado)
) §
County of Weld)

The foregoing instrument was acknowledged before me this _____day of _____2020, by Denise A. Eiland, Trustee of the Elizabeth Ann Wethington Trust, dated December 14, 1988.

Witness my hand and official seal.
My commission expires:

STAMP

_____
Notary Public

By:_____
JoEllen Sue Hoffman, Trustee

State of Colorado)
) §
County of Weld)

The foregoing instrument was acknowledged before me this _____day of _____2020, by JoEllen Sue Hoffman, Trustee of the Elizabeth Ann Wethington Trust, dated December 14, 1988.

Witness my hand and official seal.
My commission expires:

STAMP

_____
Notary Public

REVIEWED BY:

_____
Hector Reynoso
Real Property Services – Manager

_____
Alexandra Davis
Aurora Water

APPROVED AS TO FORM:

_____
Michelle Gardner
Senior Assistant City Attorney

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is $10.00 sideration paid for this conveyance is $10.00

EXHIBIT A
Western Property

A parcel of land situated in the NE 1/4 and NW 1/4 of Section 7, Township 1 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, being a part of that parcel of land described in that Warranty Deed recorded at Rec. No. 2966052 in the office of the Weld County Clerk and Recorder, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 7;

Thence S90°00'00"W, on an assumed bearing and coincident with the east-west centerline of said Section 7, a distance of 2,318.42 feet to a point on the westerly right-of-way of U.S. Hwy. No. 85 as described in that Right-of-Way Deed in Book 1401 at Page 318 (Rec. No. 1190034) in said office, said point being the **Point of Beginning**;

Thence continuing S90°00'00"W, coincident with said east-west centerline, a distance of 1,632.22 feet to the SW corner of the SE 1/4 of the NW 1/4 of said Section 7;

Thence N0°34'46"E, coincident with the west line of said SE 1/4 of the NW 1/4, a distance of 1,427.11 feet to a point on a previously established survey line;

Thence S88°26'53"E, coincident with said survey line, a distance of 1,686.18 feet to a point on said westerly right-of-way, said point being a point of non-tangent curvature to the right;

Thence coincident with said westerly right-of-way the following two (2) courses:

1. Thence along said curve (whose chord bears S1°04'09"W, a distance of 742.895 feet) having a radius of 5,640.00 feet and a central angle of 7°33'09", an arc distance of 743.415 feet;
2. Thence S4°49'30"W, a distance of 640.87 feet to the **Point of Beginning**.

Except that parcel of land recorded in Book 1504 at Page 185 (Rec. No. 1279377) in said office, and **Except** that parcel of land recorded in Book 1578 at Page 105 (Rec. No. 2521109) in said office.

The above described parcel contains a net area of 2,008,116 square feet (46.1 acres) more or less.

Bearings based on the south line of the N 1/2 of Section 7, T1N, R66W, 6th P.M., being S90°00'00"W, and all lineal distances hereon are represented in U.S. survey feet.

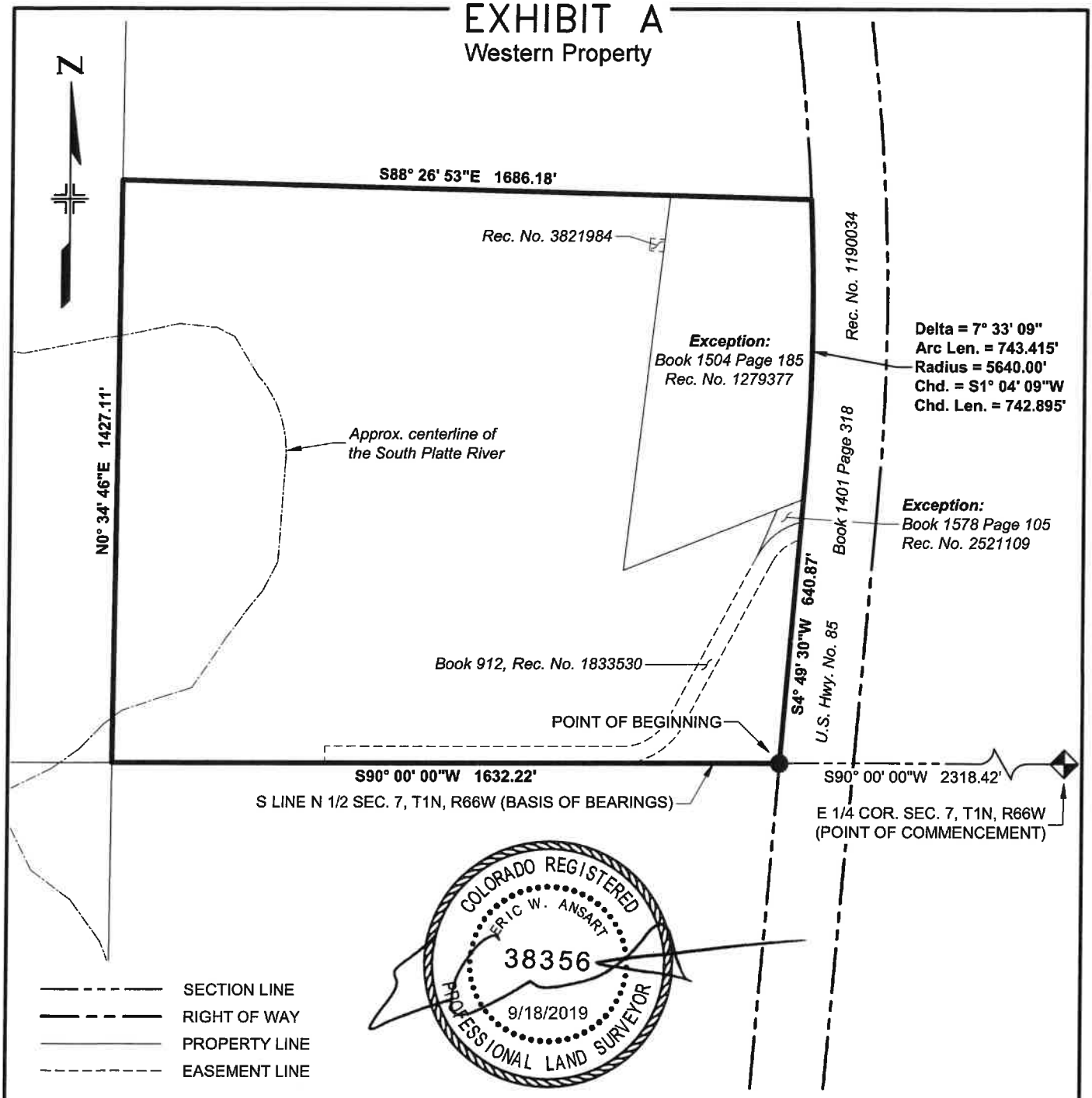


Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

ILLUSTRATION FOR

EXHIBIT A

Western Property



BEARINGS BASED ON THE SOUTH LINE OF THE N 1/2 OF SECTION 7, T1N, R66W, 6TH P.M., BEING S90°00'00"W

THE ABOVE DESCRIBED PARCEL CONTAINS 2,008,116 SQUARE FEET (46.1 ACRES), MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

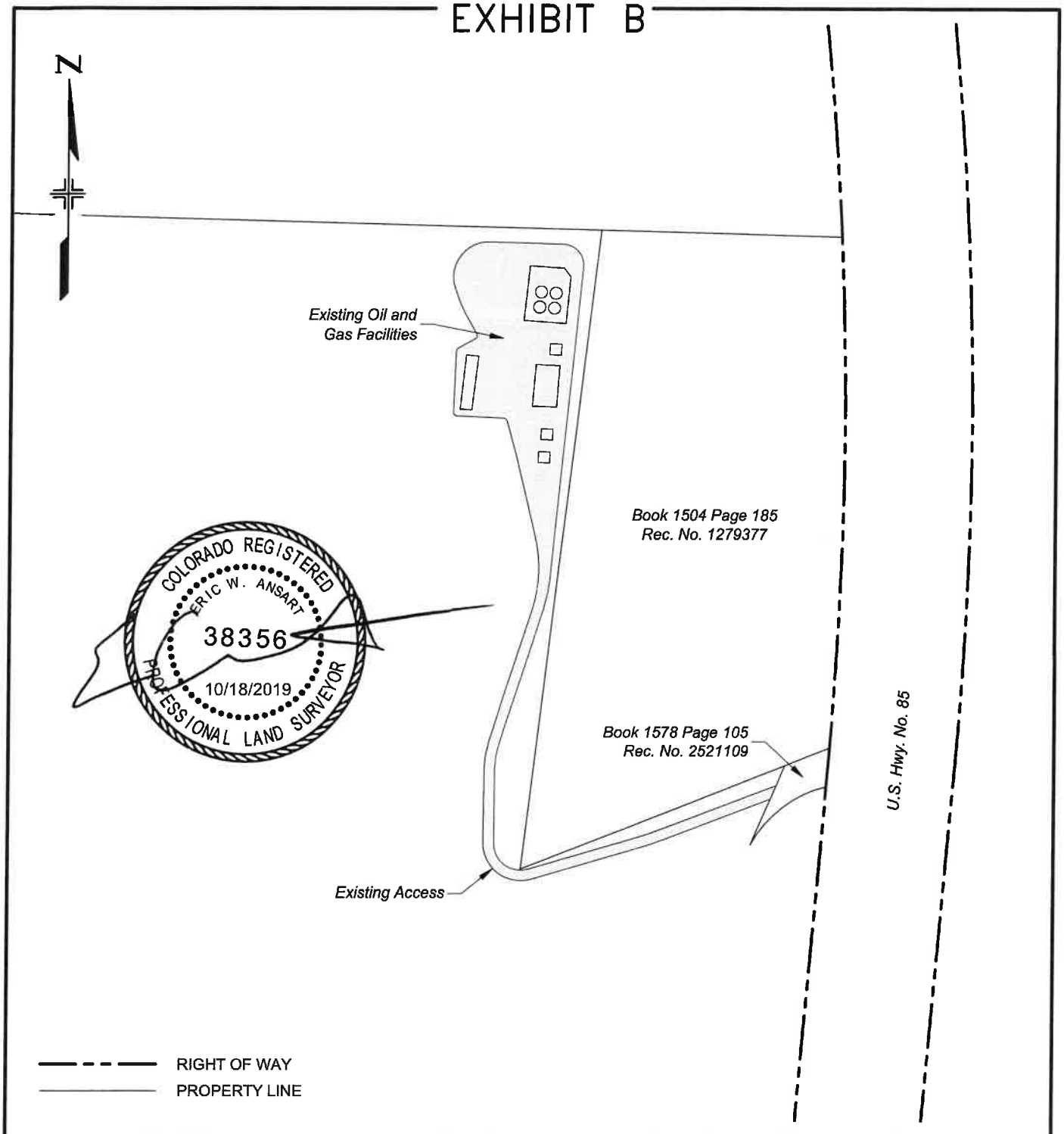
CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
EWA	NONE	N/A
CHECKED BY:	DATE:	JOB NUMBER:
DMR	8/28/19	19062

A PARCEL OF LAND SITUATED IN THE NE 1/4
& NW 1/4 OF SEC. 7, T1N, R66W, 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 1

EXHIBIT B



This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			
DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A	EXISTING OIL AND GAS FACILITIES
CHECKED BY: EWA	DATE: 10/18/19	JOB NUMBER: 19062	

SHEET 1 OF 1

GENERAL WARRANTY DEED WITH LIFE ESTATE RESERVATION

THIS DEED, dated this _____ day of _____, 2020, between, the **Elizabeth Ann Wethington Trust, dated December 14, 1988,** whose legal address is 254 Donna St, Fort Lupton, 80621 of the County of Weld and State of Colorado, hereinafter referred to as "Grantor", and the **City of Aurora, Colorado,** a home-rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise, organized and existing under and by virtue of the laws of the State of Colorado, hereinafter referred to as "Grantee", whose legal address is 15151 E. Alameda Parkway, Suite 3200, Aurora, Colorado 80012-1555.

WITNESS, that the Grantor, for and in consideration of the sum of Ten and no/100-------Dollars, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its heirs, successors and assigns forever, all of its interest in the real property, together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado, described as follows:

> The real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference. Additionally, any and all Water and Water Rights represented by the Office of the State Engineer, Colorado Division of Water Resources Well Permit Number 283878 or 283878-A issued August 31, 2010 ("Parcel"). Subject to those easements, leases and rights of record, including that surface agreement entered into on August 9, 2010, a memorandum of which is recorded at Rec. No. 3791064 in the records of Weld County, Colorado, which modifies the operative oil and gas lease and limits use of the surface of the Parcel for oil and gas operations to the Oil and Gas Operations Area defined therein.

Also known by street and number as: 254 Donna Street, Fort Lupton, Colorado 80621
Weld County schedule numbers: 14710700036 and 147107100039

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its heirs and personal representatives, successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee, its heirs, successors and assigns, against all every person or persons lawfully claiming the whole or any part thereof.

RESERVING, HOWEVER, unto Elizabeth Ann Wethington, individually, separate and apart from **Elizabeth Ann Wethington Trust, dated December 14, 1988,** currently age _____, for her personal benefit a life estate for the herein described uses and possession of the above described Parcel, the domestic residence appurtenant thereto, and profits therefrom, for and during the life of Elizabeth Ann Wethington or for so long as Elizabeth Ann Wethington shall personally reside upon the above described parcel, whichever is shorter. It is an express condition of the reservation of the life estate herein that Elizabeth Ann Wethington shall have the use and enjoyment thereof and the right to occupy the residence as her personal dwelling for herself and her guests for and during the period of her natural life, provided that Elizabeth Ann

Wethington's life estate shall terminate if Elizabeth Ann Wethington shall cease to occupy the residence as her personal dwelling or if Elizabeth Ann Wethington shall rent the Parcel to others and shall maintain the above described Parcel and appurtenances in their current as is condition at her sole expense with no modifications without first obtaining the prior discretionary approval of the Grantee. This reservation is further conditioned upon Elizabeth Ann Wethington using the domestic residence appurtenant thereto for her personal residence only and using the Parcel for the ranching of cattle, llamas and alpacas only, excluding all other animals or livestock. This reservation is further conditioned upon Elizabeth Ann Wethington assuming and maintaining full personal responsibility for payment of any and all taxes, insurance, and assessments upon the above described Parcel and appurtenances during the period of this reservation.

RESERVING, HOWEVER, unto the Grantor, all subsurface minerals ("Minerals") underlying the Premises, including but not limited to oil, gas, coal, coalbed methane, hydrocarbons, and metals of every kind and nature (but excluding sand and gravel), together with the right to prospect for, mine, and extract such Minerals within and under the Parcel: provided, however, that nothing herein shall be construed as reserving unto Grantor, and Grantor specifically and irrevocably disclaims, waives, and releases to the extent allowed by existing lease or other agreement of record, including that surface agreement entered into on August 9, 2010, a memorandum of which is recorded at Rec. No. 3791064 in the records of Weld County, Colorado, as here in above referenced (1) any right to locate wells, drill sites, mine entrances, pipelines, storage tanks, or other facilities on the Parcel, which are not already existing as of the date of execution and shown on attached Exhibit B (2) any easement on or over the surface of the Parcel for the purpose of prospecting for, mining, extracting, transporting, or storing such Minerals, or (3) any right to extract such Minerals by any surface mining methods or to disturb the surface of the Parcel or any improvements thereon in any manner whatsoever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) has executed this deed on the date set forth above.

GRANTOR:
Elizabeth Ann Wethington Trust,
dated December 14, 1988

By:_____
Elizabeth Ann Wethington, Trustee

State of Colorado)
) §
County of Weld)

The foregoing instrument was acknowledged before me this _____day of _____2020, by Elizabeth Ann Wethington, Trustee of the Elizabeth Ann Wethington Trust, dated December 14, 1988.

Witness my hand and official seal.
My commission expires:

STAMP

_____
Notary Public

By:_____
Denise A. Eiland, Trustee

State of Colorado)
) §
County of Weld)

The foregoing instrument was acknowledged before me this _____day of _____2020, by Denise A. Eiland, Trustee of the Elizabeth Ann Wethington Trust, dated December 14, 1988.

Witness my hand and official seal.
My commission expires:

STAMP

_____
Notary Public

By:_____
JoEllen Sue Hoffman, Trustee

State of Colorado)
) §
County of Weld)

The foregoing instrument was acknowledged before me this _____day of _____2020, by JoEllen Sue Hoffman, Trustee of the Elizabeth Ann Wethington Trust, dated December 14, 1988.

Witness my hand and official seal.
My commission expires:

STAMP

_____
Notary Public

REVIEWED BY:

_____
Hector Reynoso
Real Property Services – Manager

_____
Alexandra Davis
Aurora Water

APPROVED AS TO FORM:

_____
Michelle Gardner
Senior Assistant City Attorney

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is $10.00

EXHIBIT A
Eastern Property

A parcel of land situated in the NE 1/4 of Section 7, Township 1 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, being that parcel of land described in that Warranty Deed recorded at Rec. No. 2966053 in the office of the Weld County Clerk and Recorder, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 7;

Thence S90°00'00"W, on an assumed bearing and coincident with the south line of said NE 1/4, a distance of 991.08 feet;

Thence N64°17'05"W, a distance of 540.02 feet;

Thence S1°31'15"W, a distance of 48.13 feet to the **Point of Beginning;**

Thence continuing S1°31'15"W, a distance of 186.17 feet to a point on said south line;

Thence S90°00'00"W, coincident with said south line, a distance of 653.94 feet to a point on the easterly right-of-way of U.S. Hwy. No. 85 as described in that Right-of-Way Deed in Book 1401 at Page 318 (Rec. No. 1190034) in said office;

Thence N4°49'30"E, coincident with said easterly right-of-way, a distance of 613.68 feet;

Thence S79°09'30"E, a distance of 228.00 feet;

Thence S84°59'30"E, a distance of 336.00 feet;

Thence S1°00'30"W, a distance of 147.00 feet;

Thence S15°00'30"W, a distance of 111.00 feet;

Thence S38°55'30"E, a distance of 127.24 feet to the **Point of Beginning**.

The above described parcel contains an area of 340,768 square feet (7.82 acres) more or less.

Bearings based on the south line of the NE 1/4 of Section 7, T1N, R66W, 6th P.M., being S90°00'00"W, and all lineal distances hereon are represented in U.S. survey feet.

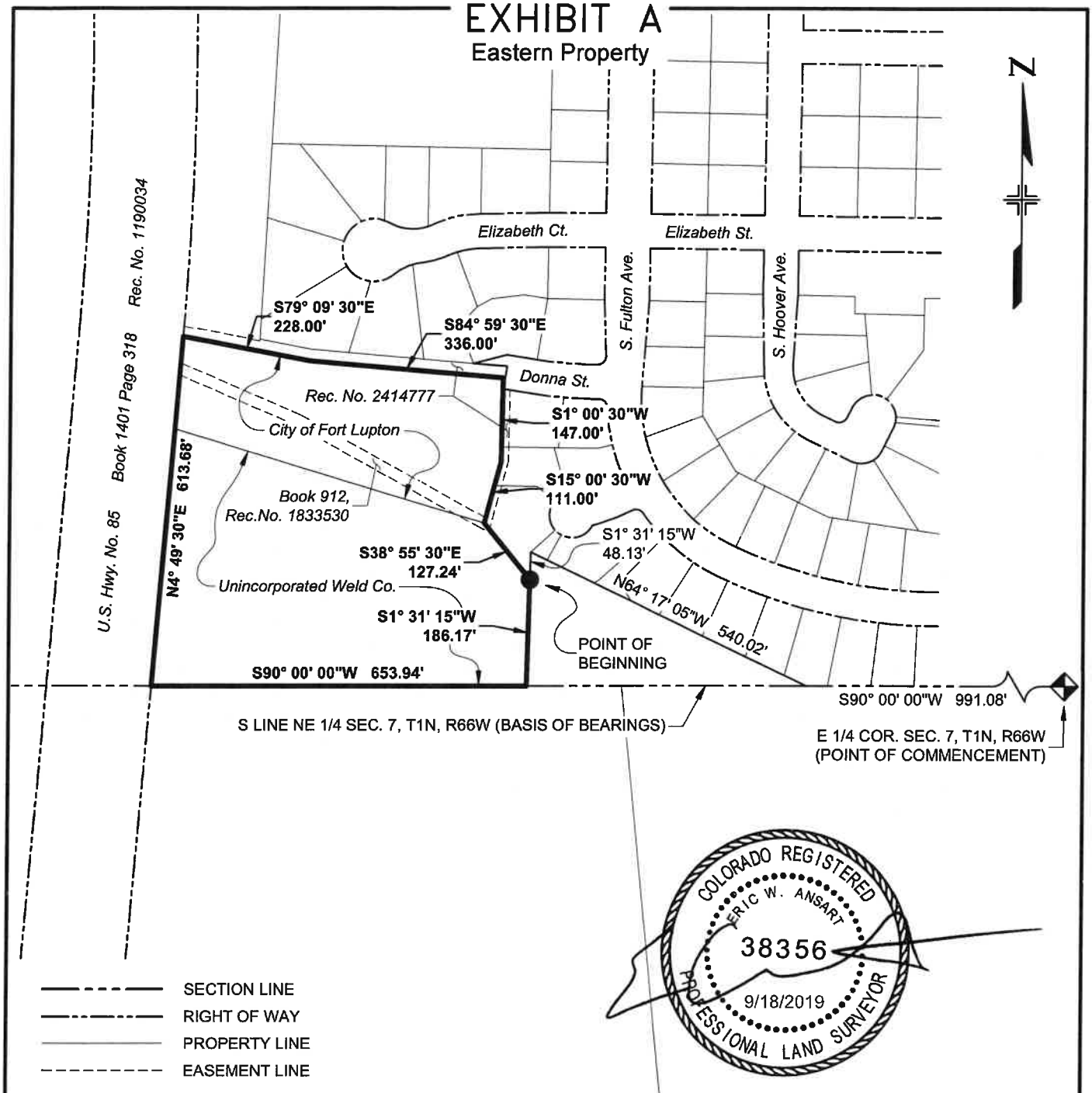


Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

ILLUSTRATION FOR

EXHIBIT A

Eastern Property



SECTION LINE

RIGHT OF WAY

PROPERTY LINE

EASEMENT LINE

COLORADO REGISTERED
ERIC W. ANSART
38356
9/18/2019
PROFESSIONAL LAND SURVEYOR

BEARINGS BASED ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 7, T1N, R66W, 6TH P.M., BEING S90°00'00"W

THE ABOVE DESCRIBED PARCEL CONTAINS 340,768 SQUARE FEET (7.82 ACRES), MORE OR LESS.

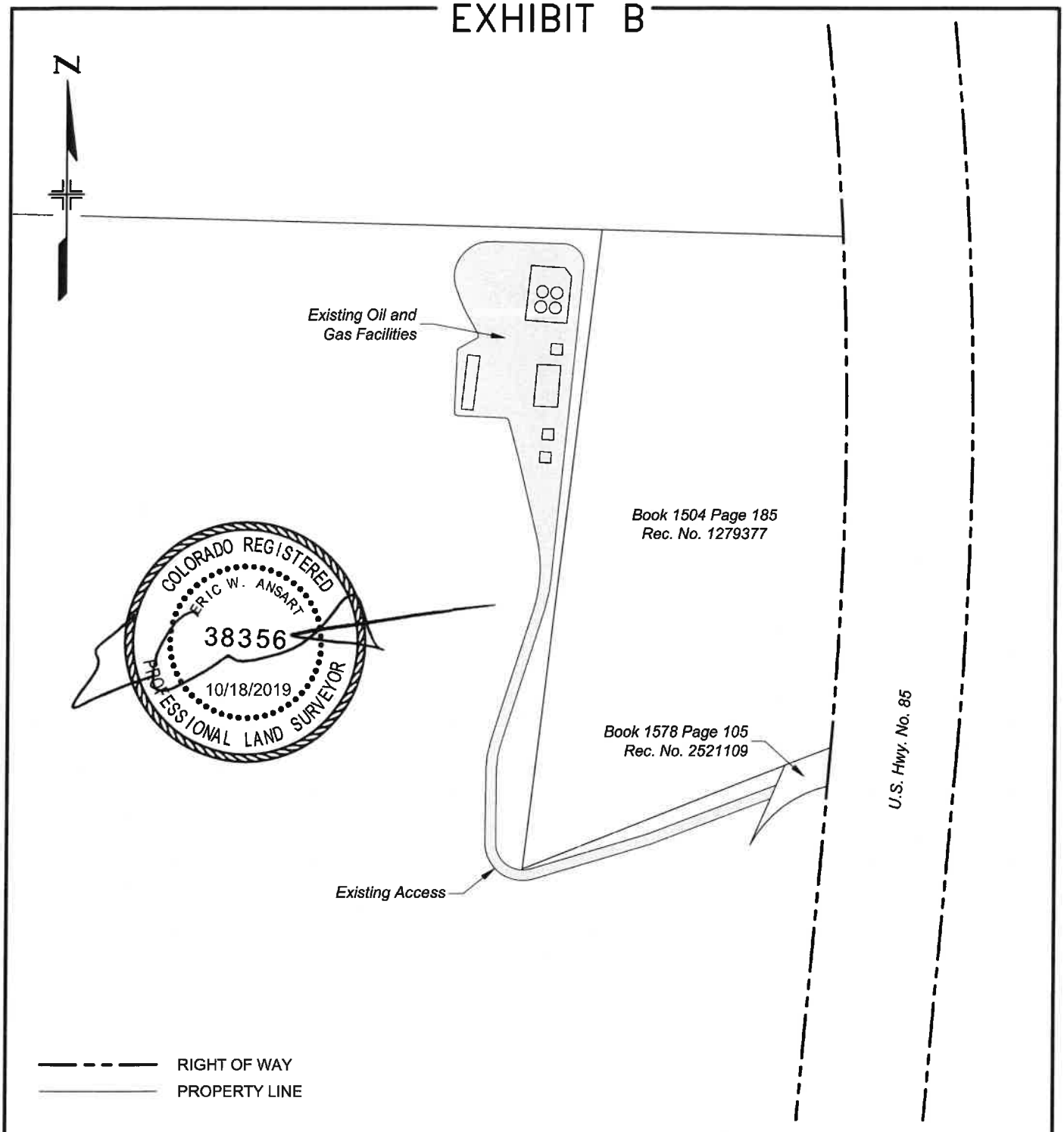
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
EWA	NONE	N/A
CHECKED BY:	DATE:	JOB NUMBER:
DMR	8/28/19	19062

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SEC. 7, T1N, R66W, 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

EXHIBIT B



This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			EXISTING OIL AND GAS FACILITIES
DRAWN BY: EWA	**SCALE:** NONE	R.O.W. FILE NUMBER N/A	
CHECKED BY: EWA	DATE: 10/18/19	JOB NUMBER: 19062	

QUIT CLAIM DEED WATER & WATER RIGHTS

THIS DEED, dated this _____ day of _____, 2020, between, the **Elizabeth Ann Wethington Trust, dated December 14, 1988,** whose legal address is 254 Donna St, Fort Lupton, 80621, of the County of Weld and State of Colorado, hereinafter referred to as "Grantor", and the **City of Aurora, Colorado**, a home-rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise, organized and existing under and by virtue of the laws of the State of Colorado, hereinafter referred to as "Grantee", whose legal address is 15151 E. Alameda Parkway, Suite 3200, Aurora, Colorado 80012-1555.

WITNESS, that the Grantor, for and in consideration of the sum of Ten and no/100-------Dollars, the receipt and sufficiency of which is hereby acknowledged, does quit claim unto the Grantee, its heirs, successors and assigns forever, all of its interest if any in the real property (water and water rights), together with improvements, if any, situate, lying and being in the County of Weld and State of Colorado, described as follows:

Any and all water and water rights, wells and well rights, ditch and ditch rights, reservoir and reservoir rights, whether adjudicated or not, and whether tributary, nontributary or not nontributary, including but not limited to shares in any incorporated or unincorporated ditch and/or reservoir companies and/or associations and/or any other form of multiple ownership ditch and/or reservoir organization and/or water supply entity which are owned by Grantor and appurtenant to or associated with the real property located in the County of Weld, State of Colorado, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Real Property"), and, including but not limited to, all of the water and water rights interests described in Exhibit B attached hereto and incorporate herein.

EXCEPT and excluding Water and Water Rights represented by the Office of the State Engineer, Colorado Division of Water Resources Well Permit Number 283878 or 283878-A issued August 31, 2010.

This Deed shall also operate as an assignment and as a Bill of Sale conveying and transferring to the Grantee any all contracts, allotments or similar rights to receive water for use upon or associated with the Real Property including but not limited to that certain Class D Irrigation Water Allotment Contract from the Ground Water Subdistrict of the Central Colorado Water Conservancy District dated October 18, 2018 and recorded in the Weld County, Colorado Clerk and Recorder's Office at Reception No. 4445881 and any successor allotment contracts thereto.

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

TO HAVE AND TO HOLD the said premises above quit claimed and described, with appurtenances, unto the Grantee, its successors and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR:
Elizabeth Ann Wethington Trust,
dated December 14, 1988

By:_____
Elizabeth Ann Wethington, Trustee

State of Colorado)
) §
County of Weld)

The foregoing instrument was acknowledged before me this _____day of _____2020, by Elizabeth Ann Wethington, Trustee of the Elizabeth Ann Wethington Trust, dated December 14, 1988.

Witness my hand and official seal.
My commission expires:

STAMP

_____
Notary Public

By:_____
Denise A. Eiland, Trustee

State of Colorado)
) §
County of Weld)

The foregoing instrument was acknowledged before me this _____day of _____2020, by Denise A. Eiland, Trustee of the Elizabeth Ann Wethington Trust, dated December 14, 1988.

Witness my hand and official seal.
My commission expires:

STAMP

_____
Notary Public

By:_____
JoEllen Sue Hoffman, Trustee

State of Colorado)
) §
County of Weld)

The foregoing instrument was acknowledged before me this ___day of _____2020, by JoEllen Sue Hoffman, Trustee of the Elizabeth Ann Wethington Trust, dated December 14, 1988.

Witness my hand and official seal.
My commission expires:

STAMP

_____
Notary Public

REVIEWED BY:

_____
Hector Reynoso
Real Property Services – Manager

_____
Alexandra Davis
Aurora Water

APPROVED AS TO FORM:

_____
Michelle Gardner
Senior Assistant City Attorney

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is $10.00

EXHIBIT A

Real Property

A parcel of land situated in the NE 1/4 of Section 7, Township 1 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, being that parcel of land described in that Warranty Deed recorded at Rec. No. 2966053 in the office of the Weld County Clerk and Recorder, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 7;

Thence S90°00'00"W, on an assumed bearing and coincident with the south line of said NE 1/4, a distance of 991.08 feet;

Thence N64°17'05"W, a distance of 540.02 feet;

Thence S1°31'15"W, a distance of 48.13 feet to the **Point of Beginning**;

Thence continuing S1°31'15"W, a distance of 186.17 feet to a point on said south line;

Thence S90°00'00"W, coincident with said south line, a distance of 653.94 feet to a point on the easterly right-of-way of U.S. Hwy. No. 85 as described in that Right-of-Way Deed in Book 1401 at Page 318 (Rec. No. 1190034) in said office;

Thence N4°49'30"E, coincident with said easterly right-of-way, a distance of 613.68 feet;

Thence S79°09'30"E, a distance of 228.00 feet;

Thence S84°59'30"E, a distance of 336.00 feet;

Thence S1°00'30"W, a distance of 147.00 feet;

Thence S15°00'30"W, a distance of 111.00 feet;

Thence S38°55'30"E, a distance of 127.24 feet to the **Point of Beginning**.

The above described parcel contains an area of 340,768 square feet (7.82 acres) more or less.

Bearings based on the south line of the NE 1/4 of Section 7, T1N, R66W, 6th P.M., being S90°00'00"W, and all lineal distances hereon are represented in U.S. survey feet.

And

A parcel of land situated in the NE 1/4 and NW 1/4 of Section 7, Township 1 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, being a part of that parcel of land described in that Warranty Deed recorded at Rec. No. 2966052 in the office of the Weld County Clerk and Recorder, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 7;

Thence S90°00'00"W, on an assumed bearing and coincident with the east-west centerline of said Section 7, a distance of 2,318.42 feet to a point on the westerly right-of-way of U.S. Hwy. No. 85 as described in that Right-of-Way Deed in Book 1401 at Page 318 (Rec. No. 1190034) in said office, said point being the **Point of Beginning;**

Thence continuing S90°00'00"W, coincident with said east-west centerline, a distance of 1,632.22 feet to the SW corner of the SE 1/4 of the NW 1/4 of said Section 7;

Thence N0°34'46"E, coincident with the west line of said SE 1/4 of the NW 1/4, a distance of 1,427.11 feet to a point on a previously established survey line;

Thence S88°26'53"E, coincident with said survey line, a distance of 1,686.18 feet to a point on said westerly right-of-way, said point being a point of non-tangent curvature to the right;

Thence coincident with said westerly right-of-way the following two (2) courses:

1. Thence along said curve (whose chord bears S1°04'09"W, a distance of 742.895 feet) having a radius of 5,640.00 feet and a central angle of 7°33'09", an arc distance of 743.415 feet;
2. Thence S4°49'30"W, a distance of 640.87 feet to the **Point of Beginning**.

Except that parcel of land recorded in Book 1504 at Page 185 (Rec. No. 1279377) in said office, and **Except** that parcel of land recorded in Book 1578 at Page 105 (Rec. No. 2521109) in said office.

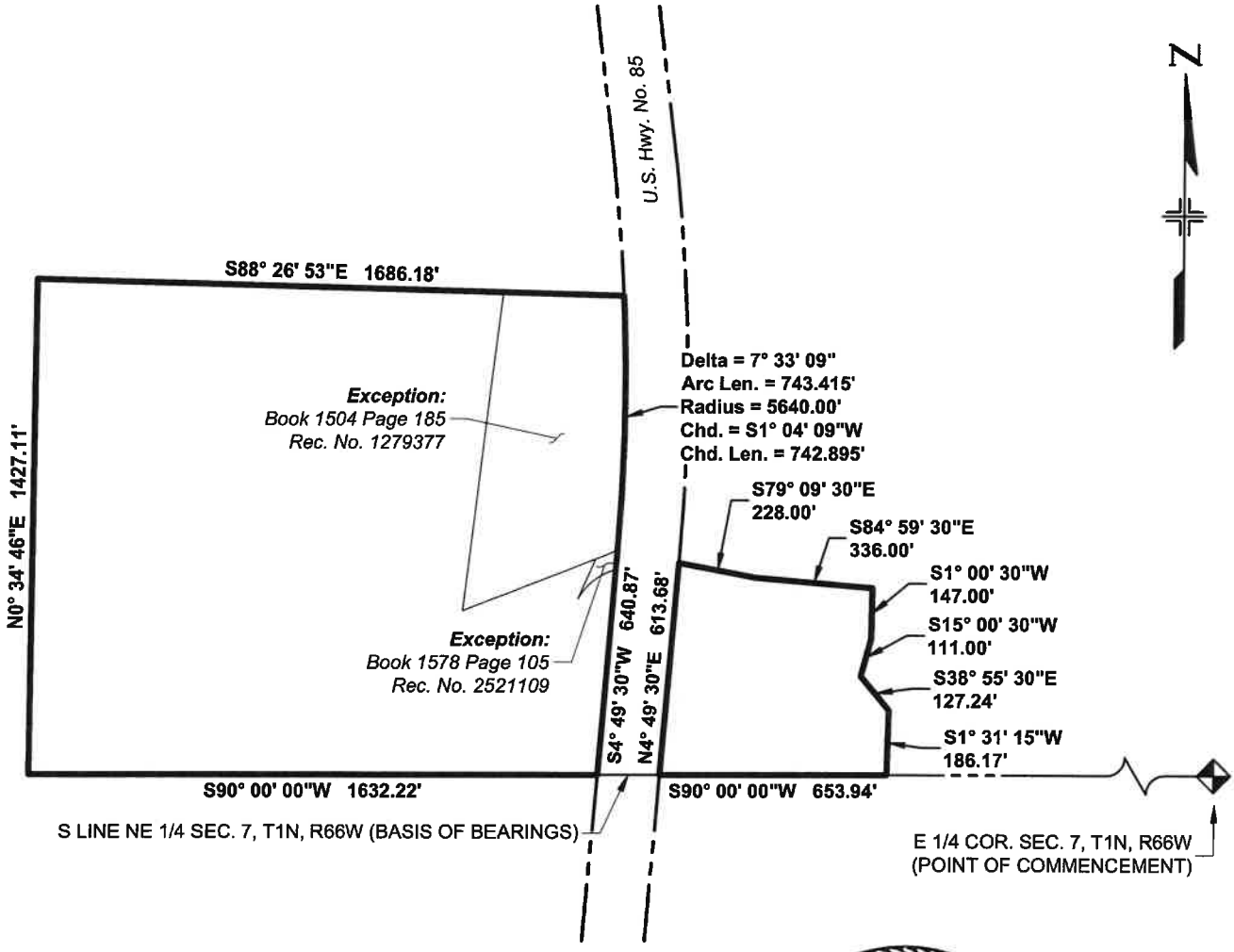
The above described parcel contains a net area of 2,008,116 square feet (46.1 acres) more or less.

Bearings based on the south line of the N 1/2 of Section 7, T1N, R66W, 6th P.M., being S90°00'00"W, and all lineal distances hereon are represented in U.S. survey feet.



Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

ILLUSTRATION FOR
EXHIBIT A





SECTION LINE
RIGHT OF WAY
PROPERTY LINE

BEARINGS BASED ON THE SOUTH LINE OF THE N 1/2 OF SECTION 7, T1N, R66W, 6TH P.M., BEING S90°00'00"W

THE ABOVE DESCRIBED PARCELS CONTAIN 2,348,884 SQUARE FEET (53.9 ACRES), MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO		
DRAWN BY: EWA	**SCALE:** NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 9/5/19	JOB NUMBER: 19062

PARCELS OF LAND SITUATED IN THE NE 1/4
& NW 1/4 OF SEC. 7, T1N, R66W, 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 1

EXHIBIT B

Water & Water Rights Interests

All Water and Water Rights decreed in the following matters by the District Court Water Division One, State of Colorado:

Case No W-4637, dated November 29, 1974, Application of Wethington

Case No 82CW257, dated October 1, 1984, Application of Wethington

Case No. 07CW187, dated July 19, 2008, Application of Wethington

And

Water and Water Rights represented by the Office of the State Engineer, Colorado Division of Water Resources Well Permit Numbers;

19459-F

19458-FR issued October 8, 1982

197906, Issued September 4, 1996

MINUTES

Regular Meeting – Aurora City Council
Monday, May 18, 2020

CALL TO ORDER – REGULAR MEETING

Mayor Coffman convened the regular meeting of City Council at 4:00 p.m.

ROLL CALL

PRESIDING:	Mayor Coffman
COUNCIL MEMBERS PRESENT:	Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo
COUNCIL MEMBERS ABSENT:	None
OFFICIALS PRESENT:	City Manager Twombly, City Attorney Brotzman, City Clerk Ruger
COUNCIL MEMBERS ARRIVING AFTER ROLL CALL:	None

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

CONSIDERATION TO RECESS FOR EXECUTIVE SESSION

Motion by Gruber, second by Coombs, to recess for executive session.

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

Abstaining: None

1. **RECONVENE REGULAR MEETING OF MAY 18, 2020 AND CALL TO ORDER**

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

2. **ROLL CALL** Stephen Ruger, City Clerk

COUNCIL MEMBERS PRESENT:	Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo
COUNCIL MEMBERS ABSENT:	None

3. **MOMENT OF SILENCE**

   Mayor Coffman called for a moment of silence for those who have lost their lives to COVID-19 as well as for those who were on the frontlines fighting against this disease.

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

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

Council Member Murillo stated she did not recall that the other ordinance was tabled and reiterated she did not support making hemp illegal because of the testing concerns she mentioned previously. She stated she supported the current item.

Daniel Brotzman, City Attorney, stated the item could move forward if the Council knew that they were voting on the manufacturing and not possession item.

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

Abstaining: Hiltz

10. **RESOLUTIONS**

♦ a. **R2020-36**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, for the Purchase & Sale Agreement between the City of Aurora and the Trust for Public Land for the acquisition of two parcels of real property known as Buckley Buffer Parcels 9 and 11.
Presenters: Patricia Schuler, Manager of OS & Natural Res Op, Parks, Recreation & Open Space/ Michelle Gardner, Senior Assistant City Attorney

Motion by Gruber, second by Berzins, to approve item 10a.

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

♦ b. **R2020-37**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City of Aurora, Colorado, and the County of Adams, Colorado, for the distribution of Cares act Funds. ***(This item also appears on the May 18th Study Session) (Due to this item being dual listed, the backup is included in item 5a of the Study Session Packet.)***
Presenters: Wayne Sommer, Manager of Internal Audit, General Management/Rachel Allen, Client Group Manager

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

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

♦ c. **R2020-38**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the acquisition of certain real property located in Weld County from the Elizabeth Ann Wethington Trust for the Prairie Waters Project.
Presenters: Hector Reynoso, Manager Real Property Services, Public Works/ Michelle Gardner, Senior Assistant City Attorney

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

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

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

Water Policy Committee (WPC) Meeting
November 18, 2020

Members Present: Council Member Marsha Berzins, Chair; Council Member Alison Coombs Vice Chair; Council Member Francoise Bergan

Others Present: Casey Rossman, Sarah Young, Greg Baker, Leiana Baker, Jo Ann Giddings, Christine McKenney, Dan Mikesell, Marshall Brown, Rich Vidmar, Alexandra Davis, Nancy Freed, Dawn Jewell, Janet Marlow, Steve Fiori, Stephanie Neitzel, John Murphy, Greg Hansen, Gail Thrasher, Dan Brotzman, Courtney Cudlip (Crestone), Ashley Campbell (Crestone)

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7. Central Colorado Water Conservancy District Intergovernmental Agreement (IGA)

Summary of Issue and Discussion: D. Jewell stated, earlier this year, the City purchased a property in Weld County for the future expansion of the Prairie Waters project. This property included three groundwater wells, two of which have remained in use by the seller under the Life Estate, and one of which is now the property of the City. The City owned well is for irrigation purposes and is used to maintain the property. Aurora must either submit a water court application for augmentation at considerable cost or petition the District to be included in the decreed plan of augmentation for replacement of depletions. Staff recommends petitioning the District for this short-term augmentation need. Once the site is developed for the Prairie Waters project, the City will no longer need the Districts augmentation water.

Outcome: The Committee supports the Central Colorado Water Conservancy District IGA and forwarded both to Study Session for consideration.

Follow-Up Action: The Committee supports the Central Colorado Water Conservancy District IGA and will forward to Study Session for consideration.



CCWCD Well
Wethington Parcel

Aurora Water
15151 E. Alameda Pkwy, Aurora, CO 80012 USA
GIS@auroragov.org | 303-739-7370
www.auroragov.org

November 3, 2020

DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, express or implied, as to the completeness, accuracy, or correctness of this data, nor shall the City incur any liability from any incorrect, incomplete, or misleading information contained therein. The City makes no warranties, either express or implied, of the value, design, condition, title, merchantability, or fitness for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.



Legend

- CCWCD Well
- Wethington Parcel
- South Platte River

Miles 0 1 2

Author: gwhitney **Date:** 11/3/2020 **MXD Path:** K:\Dept\Water\Divisions\Water Resources\GISnew\Wethington\Wethington.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to AWARD THE GUARANTEED MAXIMUM PRICE CONSTRUCTION WORK PACKAGE CONTRACT to Saunders Construction, Inc., Englewood, Colorado in the amount of $34,200,074.00 for the Southeast Recreation Center (SERC) project; Project No.: 5727A. Waiver of Recon
Item Initiator: Kristin Chewiwi – Senior Procurement Agent
Staff Source/Legal Source: John Perkins – Senior Project Manager / Dave Lathers – Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.1--Develop and maintain high quality parks, rec facilities/programs, libraries, natural areas, trails and open space

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/11/2021

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

X Approve Item with Waiver of Reconsideration
Why is a waiver needed? **A Waiver of Reconsideration is requested to achieve completion deadline.**

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

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

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

The southeast Aurora community and Aurora staff have been working on a plan for the new Southeast Recreation Center over the last two years. Throughout the process, thousands of neighbors have joined us to shape the facilities and programs that will be offered at the new center. Over 2200 people gave their input on the new center through 5 public meetings, surveys on social media and live Facebook events.
Council Member Bergan discussed the success of the public meetings during City Council meetings on July 1, 2019; August 19, 2019; and October 21, 2019; see attachment A.

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

On April 15, 2019; City Council approved Phase #1 – Design: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Populous Group LLC, Kansas City, Missouri in the amount of $2,198,915.00 for architect and engineering services associated with the Southeast Recreation Center Project, R-1953; see attached 04-15-19 City Council Minutes.

September 16, 2019; City Council approved Phase #2 – Pre-Construction: Consideration to AWARD AN OPENLY SOLICITED CONTRACT for Construction Manager/General Manager (CM/GC) services for the Southeast Recreation Center to Saunders Construction, Inc., Centennial, Colorado in the amount of $73,430.00, R5727A; see attached 09-16-19 City Council Minutes.

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

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

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

This building includes the following:

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

Staff is currently working with the designer and construction team to expand the current size of the field house. If needed, this revision will be brought to Council at a future meeting.

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

Completion is expected within 570 consecutive days plus 10 consecutive days for mobilization from Notice to Proceed (approximately February 1, 2021).

Below are the sources of funding:

ORG/ACCT **62901/68410**	**TOTALS**
$34,200,074.00 100.00%	$34,200,074.00

Guaranteed Maximum Price Info:
A Guaranteed Maximum Price (GMP) of $34,200,074.00 was released on December 22, 2020. A detailed breakdown of the GMP is attached.

Contracts of $2,000,000.00 or more, the award shall be approved by City Council.

Based on the above, it is staff's recommendation to award the Guaranteed Maximum Price Construction Work Package Contract to Saunders Construction, Inc., Centennial, Colorado in the amount of $34,200,074.00 for the Southeast Recreation Center (SERC) Project, Project Number 5727A.

QUESTIONS FOR COUNCIL

Does City Council approve the award of the Guaranteed Maximum Price Construction Work Package Contract to Saunders Constructin, Inc., Denver, Colorado in the amount of $34,200,074.00 for the Southest Recreation Center (SERC) Project; Project No.: 5727A.

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) : "A Motion to Approve shall include a Waiver of Reconsideration".

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for the Guaranteed Maximum Price Construction Work Pakcage Contract will be paid from the following org and account: ACLC 2020 Southeast Rec Ctr (62901), CIP-Construction Cost (68410).

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

Council Member Watson stated the Aurora/Parker Pipeline project was underway and Xcel was installing a power transmission pole as a part of that project. He noted any residents with questions in that regard should address them to Xcel or City staff.

Council Member Johnston expressed appreciation to all of the first responders and the Aurora Police Department (APD) Explorers who helped out with the recent DUI hit-and-run accident at the Gaylord Rockies, noting her heart went out to all involved with that tragedy. She recognized Tim Gonerka, Retail Specialist, who announced his retirement from the City, and expressed appreciation to him for his service, noting he was a pleasure to work with.

Council Member Gruber expressed appreciation to the women who spoke at the last City Council meeting to educate City Council on the Emerge program, noting it was a national program that supported Democratic women to office. He stated he was looking forward to how the in-kind campaign contributions would be handled under the City's new campaign finance laws.

Mayor Pro Tem Roth reiterated Council Member Johnston's comments and expressed his appreciation to the APD Explorers for their efforts in providing life-saving measures at the scene. He announced the upcoming Ward V Town Hall meeting was scheduled for Tuesday, July 16, 2019 at the Heather Gardens Clubhouse at 6:30 p.m. where Aurora Fire Rescue and Aurora Police would be present to provide a presentation.

Council Member Berzins discussed the recent home-going celebration for George Zerk III. She stated Mr. Zerk was a wonderful man and attorney and she extended her deepest condolences to Mr. Zerk's family. She reminded everyone that the the annual Ward III community picnic was scheduled for July 27, 2019 at Bicentennial Park.

Council Member Bergan expressed her deepest condolences to Mr. Zerk's family as well and discussed the success of the recent Southeast Aurora Rec Center Open House event. She announced the Ward VI Town Hall meeting was scheduled for Wednesday, July 17, 2019 at the Tallyn's Reach Library where Tim Gonerka, Retail Specialist, would provide an update on retail trends and the upcoming International Conference on Software Engineering conference. (ICSE)

Council Member Murillo announced the Ward I Town Hall meeting was scheduled for Thursday, August 22, 2019 at the MLK Library where the census would be discussed. She noted that as of now, the citizenship question has been removed from the census and the council was updated on the City's efforts around getting the most accurate count in order to receive the most federal funding. She noted her mention of the anticipated school closured in northwest Aurora at the previous meeting and pointed out that while the City Council did not govern the school systems, she stated her belief that they served the same constituency who were the foundation of the community in many ways. She stated her support for the exploration of ways for the City and Aurora Public Schools (APS) to work together to keep schools from closing or to not be prioritized for anything other than education. She stated the importance of creating further partnership and collaboration with the school system and welcomed any ideas in that regard.

16. **PUBLIC INVITED TO BE HEARD**

None

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

Council Member Richardson announced the upcoming grand opening of the King Soopers at Regatta Plaza, noting he would stop calling it Regatta Plaza once the ribbon was cut where it would then become Point at Nine Mile. He stated the event was scheduled for Wednesday, August 21, 2019 at 9:00 a.m.

Council Member Bergan expressed appreciation to Ms. Wolfe for her years of service to the City, noting she did a remarkable job. She stated she has enjoyed working with Ms. Wolfe, noting Minnesota was lucky to have her. She discussed her attendance at the National Night Out event, the Southeast Transportation meeting which was very well attended as well as the Southeast Recreation center community meeting.

Council Member Berzins agreed Ms. Wolfe would be missed but noted this was a good move where she could be closer to family. She expressed appreciation to staff and everyone involved in the success of the Global Fest event. She noted she has attended many of the new US citizen swearing-in ceremonies and stated it was great to know there was such a large group of people that made the effort to become citizens. She expressed congratulations to all of those new citizens.

Mayor Pro Tem Roth announced the Ward V Town Hall meeting was scheduled for Tuesday, August 20, 2019 at the Heather Gardens Clubhouse at 6:30 p.m. where the two presenters would be the Fitzsimmons Redevelopment Authority (FRA) and Highline Canal Conservancy. He recognized Ms. Wolfe and wished her good luck.

Council Member Lawson addressed Ms. Wolfe and stated she would be missed and expressed appreciation for her efforts working with a constituent and for teaching her so much about Council.

Council Member Johnston addressed Ms. Wolfe, noting she was one of the people that trained her after she was elected. She expressed appreciation to Ms. Wolfe for always being approachable and for breaking down the more technical issues of Council work and providing information. She commended staff for their efforts in the success of Global Fest as well as to all participants of the Fest. She referenced the lobbying disclosure ordinance and addressed the Mayor's comments that it was not ready. She pointed out Council Member Lawson worked for more than a year reaching out to different groups and different policy committees. She stated it was definitely ready and Council Member Lawson was excited for the City to take it on. She noting she wholeheartedly agreed that non-profits should be part of it. She addressed the Council stating the item was a major ordinance, and she shared her disappointment that every council member who voted in opposition, other than the Mayor, did not provide a reason for their vote.

Council Member Watson addressed Ms. Wolfe and stated his hope that she would enjoy Minnesota, noting she would be a great addition to the city she would manage. He expressed appreciation to Ms. Wolfe for her time in Aurora. He discussed the success of the National Night Out event with the Aurora Police and Fire departments.

18. **PUBLIC INVITED TO BE HEARD**

Darlene January raised the topic of the recent events that were the result of the GEO facility protest on July 12, 2019 and accused the City Council of being partisan when it came to migrants and misogynistic towards several female council members. She questioned why there were no apologies made to those council members. She stated her experience at the

e. Consideration of the reappointment of two (2) youth members, and appointment of one (1) youth member to the Aurora Youth Commission.
Presenter: Stephen Ruger, City Clerk, General Management

Motion by Roth, second by Watson, to reappoint Kris Kerr and Dhruv Shrivastava and appoint Manar Jeelani to the Aurora Youth Commission.

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

f. Consideration to appoint one member to the Aurora Fox Arts Center Board.
Presenter: Stephen Ruger, City Clerk, General Management

Motion by Watson, second by Roth, to appoint Eric Fitzgerald to the Aurora Fox Arts Center Board.

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

16. **REPORTS**

a. Report by the Mayor

No report.

b. Reports by Council

Council Member Murillo announced the Ward I Town Hall meeting was scheduled for Thursday, October 24, 2019 at the MLK Library at 6:00 p.m. where the City Clerk would be present to discuss the upcoming elections, and updates from the two counties in Ward I and various other ballot issues would be provided.

Council Member Hiltz announced the Drug Takeback event was scheduled for Saturday, October 26, 2019 where prescription drugs could be surrendered at a safe location.

Council Member Began discussed her attendance at the recent Fire Station 17 groundbreaking event in Ward II and the Southeast Aurora Rec Center Public Meeting.

Council Member Berzins noted the importance of understanding ballot issues 1a and CC and wished Council Member Bergan a happy birthday.

Mayor Pro Tem Roth discussed his recent attendance as a part of an Aurora delegation to South Korea and Sister Cities Conference.

Council Member Lawson expressed appreciation to all those involved in the recent Civic Engagement Academy Graduation.

Council Member Gruber discussed his attendance at the recent Fitzsimons Aurora Medical Foundation Breakfast.

Council Member Johnston expressed appreciation to Council Member Bergan for her attendance at the Fire Station 17 groundbreaking event. She discussed her attendance at the recent Stafford Logistics groundbreaking event and discussed the CDPHE peer study on

noting even when she called to complain, it was left until the next week and excuses were made by the company as to why.

Council Member Murillo stated she would follow up with Ms. Aguilar as it appeared Ms. Aguilar lived in Ward I.

Mayor LeGare stated he would provide Council Member Murillo with the contact information of the Governmental Affairs for Waste Management.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR - 9a-h**

General Business

a. Consideration to AWARD A SOLE SOURCE CONTRACT to Polydyne, Inc., Riceboro, Georgia in the not-to-exceed amount of $330,000.00 for the purchase of the water treatment chemical Poly Electrolyte Cationic Clarifloc C-308P as required through February 29, 2020. STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water

b. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of $102,204.00 to provide construction phase and programming / system integration services for the 6th and Powhaton facilities for the Prairie Waters Pipeline Tap Project. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water

c. Consideration to AWARD A COMPETITIVELY BID CONTRACT to K.R. Swerdfeger Construction, Inc., Pueblo West, Colorado in the amount of $3,138,169.37 for the 2018/2019 Water Line System Improvements, Project No. 5672A. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water

d. Consideration to AWARD A SOLE SOURCE CONTRACT to Versaterm Systems, Scottsdale, Arizona in the amount of $258,196.00 for annual renewal of software maintenance on the Police Information Management and Mobile Report Entry Systems through March 2020. STAFF SOURCE: Aleta Jeffress, Chief Information & Digital Officer, Information Technology

e. Consideration to AWARD WORK PACKAGE NO. 5 of the Central Recreation Center to Adolfson & Peterson Construction, Aurora, Colorado in the amount of $101,444.00, R-5540A. ***(Staff requests a waiver of reconsideration)*** STAFF SOURCE: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works

f. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Populous Group LLC, Kansas City, Missouri in the amount of $2,198,915.00 for architect and engineering services associated with the Southeast Recreation Center Project, R-1953. STAFF SOURCE: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works

g. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Ferguson Enterprises, Aurora, Colorado in the not-to-exceed amount of $100,000.00 for the purchase of plumbing supplies as required by Facilities Management Operations through October 31, 2019. This first extension will represent year two of a possible three-year

contract. (B-4274) STAFF SOURCE: Lynne Center, Acting Deputy Director Street Operations, Public Works

Motion by Watson second by Gruber to approve items 9a – 9g with a waiver of reconsideration on item 9e.

Voting Aye: Mayor LeGare, Bergan, Berzins, Gruber, Hiltz, Johnston, Murillo, Richardson, Watson

Final Ordinances

♦ h. **2019-14**
Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, amending Section 146-1207 of the Aurora City Code, to give Council Authority to Approve Operator Agreements for Oil and Gas Operations in the City. STAFF SOURCE: Christine McKenney, Client Group Manager, City Attorney

Sonia Skakich-Scrima stated her support of operator agreements but only if they were scientifically informed.

Motion by Gruber, second by Berzins, to approve item 9h.

Council Member Johnston stated she would support the item but noted she agreed with Ms. Skakich-Scrima's point regarding the process. She stated she did not support rushed operator agreements moving forward because health and safety issues for the community need to be taken into consideration.

Council Member Watson stated the item related to providing the City Council with the ability to negotiate oil and gas operator agreements in the future.

Voting Aye: Bergan, Berzins, Gruber, Hiltz, Johnston, Murillo, Richardson, Watson

10. **RESOLUTIONS**

a. **R2019-21**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, Approving an Intergovernmental Agreement among the City of Aurora, Colorado, by and through its Utility Enterprise, the Urban Drainage and Flood Control District, the City and County of Denver, and the City of Lakewood regarding the joint funding for wet weather monitoring and other Colorado discharge permit system activities. STAFF SOURCE: Dan Mikesell, Aurora Water Director of Operations, Aurora Water

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

Voting Aye: Bergan, Berzins, Gruber, Hiltz, Johnston, Murillo, Richardson, Watson

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

♦ a. **2019-15**
Public Hearing and INTRODUCTION FOR AN ORDINANCE of the City Council of the City of Aurora, Colorado, rezoning 1047 acres more or less in the vicinity of 38th Avenue and Tower Road, E-470 and I-70 from Master Planned Industrial Park (MPIP) And Light Industrial District (M1) to E-470 Light Industrial/Flex Office subarea and amending the zoning map accordingly (MAJESTIC COMMERCENTER REZONE) STAFF SOURCE: Brandon Cammarata, Senior Planner, Planning & Development Services

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

g. Consideration to AWARD A SINGLE SOURCE CONTRACT to C&L Water Solutions, Littleton, CO in the amount of $131,122.00 for the construction of Alameda 21 Inch Sewer Repair Project.
Presenter: Swirvine Nyirenda, Principal Engineer, Aurora Water

h. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Carollo Engineers, Littleton, Colorado in the amount of $36,609.00 to upgrade existing 3rd party Programmable Logic Control (PLC) panels to be standardized and communicate in a manner consistent with the recently completed PLC panel upgrades of the Wemlinger PLC Conversion and Improvements Project.
Presenter: Sarah Young, Deputy Director Water Planning/Engineering, Aurora Water

i. Consideration to AWARD A SINGLE SOURCE CONTRACT to Fast Hosting Services LLC, Centennial, CO in the amount of $573,000.00 for the annual subscription on the Tax Management Software System for the Finance Department through September 2020.
Presenter: Aleta Jeffress, Chief Info & Digital Officer, Information Technology

j. Consideration to AWARD AN OPENLY SOLICITED CONTRACT for Construction Manager/General Manager (CM/GC) services for the Southeast Recreation Center to Saunders Construction, Inc., Centennial, Colorado in the amount of $73,430.00, R-5727A.
Presenter: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works

k. Consideration to AWARD A SINGLE SOURCE CONTRACT to Life-Assist, Inc., Rancho Cordova, California in the not-to-exceed amount of $100,000.00 for the purchase of EMS supplies as required from October 1, 2019 through September 30, 2020.
Presenter: Mathew Wasserburger, Assistant Director of Fire Management Services, Fire

l. Consideration to AWARD AN OPENLY SOLICITED CONTRACT for design/build services for the replacement of tube heaters at the City's North Satellite Cold Storage Building, and at Fire Stations 2 and 8 to Colorado Mechanical Systems, Inc. Centennial, Colorado in the amount of $220,800.00, R-5726A.
Presenter: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works

m. Consideration to AWARD A SOLE SOURCE CONTRACT to Hach Company, Loveland, Colorado in the not-to-exceed amount of $195,000.00 for the purchase of water quality monitoring equipment and supplies for the Water Department as required through August 31, 2020.
Presenter: Bobby Oligo, Manager of Water Treatment, Aurora Water

n. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Goodland Construction Inc, Golden, Colorado in the amount of $1,378,058.05 for construction of the Yale Avenue and Xanadu Way Intersection Improvement Project. Project #18042 ***(Staff requests a Waiver of Reconsideration)***
Presenter: Matthew Kozakowski, Transportation Project Delivery Manager, Public Works

Motion by Roth, second by Berzins, to approve items 9a – 9n with a waiver of reconsideration of item 9n.

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

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

SAUNDERS

AURORA SOUTHEAST RECREATION CENTER
CITY OF AURORA

GMP ESTIMATE

December 22, 2020

John Perkins
Senior Project Manager
City of Aurora – Public Works Engineering

Re: Southeast Recreation Center GMP Estimate

We are pleased to submit our proposal for our GMP construction package for the Aurora Southeast Recreation Center project.

Preconstruction Fees (Contracted)	$ 73,430
GMP Estimate – Construction	**$ 34,200,074**
Total Project	$ 34,273,504

This estimate is based on the following clarifications, exclusions, responsibility matrix, estimate details, budget status log (alternates), and schedule. We have also included attachments A, B, C, and D.

GMP ESTIMATE CLARIFICATIONS

1. This estimate is based upon the following documents and information:
    a. Drawings for the Project as prepared by Populous, Permit Drawings, dated October 2, 2020.
    b. Specifications (Project Manual) for the Project as prepared by Populous, dated October 2, 2020.
    c. Addendum A as prepared by Populous, dated October 21, 2020.
    d. Soils and Foundation Investigation, Phase I Geotechnical Evaluation as prepared by Ninyo & Moore, dated June 23, 2020.
2. Saunders Construction excludes the following reports as construction documents. These reports provide many recommendations and options that may or may not be approved and used on this project. Therefore, only the work specifically detailed by the construction documents is included.
    a. Acoustic Analysis and Recommendations
3. Schedule is based on a 19-month construction duration for the base project scope commencing with a building permit and Notice to Proceed. Please note that the completion date is subject to revision in the event of shortages or delays in the shipment of materials.
4. Saunders Construction and the overall project team have utilized the Collaborative Project Planning (CPP) process. During the collaboration and use of CPP, employees and subcontractors of Saunders Construction have provided suggestions and/or sketches to aid in decision making. We may have also offered alternative means, methods or products for discussion. If suggestions made via the

CPP process are incorporated by the design team, Saunders Construction assumes no liability or responsibility for design, engineering, compatibility, or appropriateness of this design.

5. Throughout the course of pre-construction and construction, employees and subcontractors of Saunders Construction LLC may provide suggestions and sketches to aid in pricing clarifications. The Contractor may also offer alternative means, methods or products as "Value Engineering" options. If these aids or value engineering options are incorporated by the design team, Saunders Construction LLC assumes no liability or responsibility for design, engineering, compatibility, or appropriateness of this design.
6. Saunders Construction agrees to assist the Owner in evaluating the cost of various options for the treatment of potential soils movement. The Owner, Construction Manager, Architect and Soils Engineer agree to meet and discuss the various construction cost options for the treatment of potential soils movement presented in the Soils Report furnished by the Owner. The Owner and Architect, upon review of the various options and the risks and costs associated with each, will select the appropriate design criteria and construction method that meets the needs of the Project. The Construction Manager shall be responsible for constructing improvements in accordance with the Contract Documents.
7. Saunders Construction suggests that the soils testing laboratory be involved sufficiently throughout the project to be able to issue a written certification letter upon completion of the work. The Soils Engineer employed for the project provides the team's only source of information on existing soils conditions, the acceptability of imported materials, caisson drilling penetrations, and compaction tests, and is therefore the only guarantee that the Owner and Contractor have that all requirements for soils treatment are being met. Because some testing laboratories may not provide a certification unless their procedures for on-site involvement are strictly followed, we recommend that you discuss the certification requirement with the Soils Engineer to make sure we meet their certification minimums. Requirements may include full-time inspection during caisson drilling and/or structural fill placement. The inspector might also need to approve soils materials, test for proper placement and compaction, and test existing subgrades where fill or concrete is to be placed.
8. Payment and Performance Bond is included and is based upon a one-year warranty from the date of substantial completion. Payment and Performance Bond is based upon the Final GMP costs.
9. Subcontractor default insurance is included in lieu of subcontractor bonds.
10. Saunders Construction proposes to self-perform the following work on the project (including all related materials and equipment):
    a. Cast in place concrete
    b. Surveying and layout of the work.
    c. Rough carpentry.
    d. Installation of doors, frames, and associated hardware.
    e. Protection of new finishes.
    f. Temporary doors, enclosures, and heating.
    g. Safety provisions, such as temporary handrails, opening covers, temporary stairs, and similar fall protection.
11. Cleanup costs in the General Conditions section of the estimate are for general cleanup of CM/GC operations and supervision and coordination of subcontractor trash removal. Non-identifiable rubbish removal, and sweeping and vacuuming of existing spaces during construction is in the direct cost of work.
12. Weather Protection and Weather Conditions Allowance of $158,639 includes: all labor, material, rental, and subcontracts to provide weather related building enclosures, temporary closures at

openings, temporary heat, natural gas and/or propane, concrete blankets, concrete admixtures, temporary dry-in of the roof/floors, tenting of masonry, snow/mud removal, pump & bail, temporary roads, gravel replenishment, frost removal, etc.

13. Saunders Construction agrees to record all as-built information on a set of construction documents at the jobsite. At the completion of the Project, Saunders Construction will turn over, to the Architect, all notes of locations or details which differ from the original Construction Documents or from written modifications. Saunders Construction will not be responsible for transferring to the as-built documents any addenda, clarifications, or changes documented by the consultants.
14. The Owner hereby agrees to accept responsibility for any damage to the Storm Water best management practices (BMP) improvements including: silt fence, inlet protection, grading and seeding after Saunders Construction reaches Substantial Completion on the project. The Owner acknowledges that the Builder's Risk Insurance coverage will cease upon Saunders Construction reaching Substantial Completion and it will become the Owner's responsibility to provide insurance for any potential damage to BMPs.
15. The Owner agrees to be responsible for applying for utility installations and for clarifying and modifying the Construction Documents as required by all approving authorities. Saunders Construction agrees to apply for all building permits and to aid the Owner in coordinating with the building department and other governmental approving authorities for the release of all construction permits. Saunders Construction also agrees to aid the Owner in coordinating with the public utility companies for the timely installation of all utility installations. Saunders Construction will not be responsible for any delays caused by the Owner or his agents nor by the approving authorities or public utility companies. The completion date of the Work is subject to release of all permits and the installation of all public utilities so as not to delay the progress of construction.
16. The size and complexity of the physical exterior mockup was not defined in the bid documents, Saunders will work with Populous and the COA to design a mockup that will meet the needs of the project. The GMP is carrying an allowance of $30,000 for this mockup.
17. Where the documents do not indicate a specific model and/or type for items or systems, we have assumed that the items or systems are from the manufacturer's standard line of products and shall not exceed the minimum functional requirements of such items or systems.
18. Where the documents do not specify a color and/or finish for an item or system, we have assumed that the color and/or finish is from the manufacturer's standard selection of color and/or finishes and that such finish and/or color shall not require a premium charge.
19. The exterior insulated metal wall panels are included as 24" wide Metalspan panels (approved manufacturer in specifications), no custom width panels are included. The manufacturer recommends selecting light color options for the insulated metal panels, as darker panel colors tend to delaminate and blister more frequently in Colorado.
20. Tie-Ins for 12" Water Main are not clear, base bid assumes Harvest Road is a cut-in tee to a 12" existing main and on-site tie-in is to an existing stub.
21. Asphalt price is based upon liquid asphalt grade: Bottom Mat - 20% RAP (PG 58-28), Top Mat - 20% RAP (PG-64-22)
22. The lime percentage of 5% in the geotechnical report is the basis of our estimate. The final lime stabilization mix design is based on soils testing of the actual soil conditions after completion of initial grading work. The actual lime percentage may vary from what is shown in the bid documents and the GMP will be adjusted accordingly. (Additional Lime Percentage is approximately $1.10/SY per 1 Percent)
23. No specifications were given for the striping material, the GMP pricing is based on the following:
    a. Parking Lot markings - PAINT

b. Handicap Space markings - THERMOPLASTIC
c. Crosswalk markings - THERMOPLASTIC
d. Roadway Double Yellow markings - THERMOPLASTIC
e. Roadway 4" White markings - THERMOPLASTIC
f. Stop bars – THERMOPLASTIC

24. Asphalt paving is priced as firm pricing through October 2021. Finish coat paving in 2022 will be subject to increases based on the actual costs for asphalt binder.
25. Specification 06 18 00 Glued-Laminated Construction references 'design by supplier' in a couple of locations. Structural drawings don't require delegated design, everything is designed by EOR already. No engineering costs are included for the Glued-Laminated beams.
26. Stonewood Stack panels included as 5/16" thick, ½" thick panels per specifications are not available.
27. The 18GA brake metal flashing will be included as prefinished aluminum for the fascia trim at the roof edge on Sheet A8-32.
28. All Spray Foam insulation assumed to be 1.5" thick
29. A manufacturer's standard vinyl wall covering is included for the folding panel partitions per Specification 10 22 39. The finish plans call for a Hufcor material, Hufcor may not be the selected manufacturer.
30. Landscaping
    a. Tree materials assumed to be 2" caliper B&B.
    b. Colorado Buff Rock Seats are bid at 8'x2'x18"
    c. Rock mulch and cobble edge materials assumed to be 4-8" Hyland Cobble, material was not referenced in specifications.
31. Electrical:
    a. This pricing assumes that the pedestal for communications connection (Comcast/Century Link) is within 300' of the building.
    b. Transformer specification 26 22 00-2.3.J calls for electrostatic shielding on transformers; however, electrostatic shielding is NOT shown on the one-lines. It is assumed this specification item is not required for the project.
    c. It appears the Switchboard specification 26 24 13 has not been edited. Please note the following exceptions and clarifications.
        i. 26 24 13-2.1.H 1 & 2 Call for both CU and AL bus for the SWBD. We have quoted AL bus on the SWBD.
        ii. 26 24 13-2.1.J - ABB is providing their standard painting procedure. Fungus Proofing is not available.
        iii. 26 24 13-2.3.A.8.E - Calls for ZSI. ZSI has not been quoted as it is not shown on the one-line and would not be typical for this type of building application.
        iv. 26 24 13-2.3.A.8.F - Communications - Breaker communications has not been quoted as it is not shown on the one-line and not typical for this type of building application.
        v. 26 24 13-2.6.C - Portable Circuit Breaker Lifting Device - All breakers are fixed mounted. A portable lifting device is not applicable for this project.
    d. We have included the switchboard meter. This meter is not shown on the drawings but is required by the specification.
32. Refer to the attached estimate responsibility matrix for further clarifications.

SPECIFIC PROJECT EXCLUSIONS

The following are items not included in this estimate. It is recommended that this list be carefully reviewed for items that need to be added to complete a total project budget.

1. Caisson drilling in contaminated and/or unsuitable soils.
2. Masonry sealer or water repellant coatings.
3. Glulam
    a. Exclude pressure treated wood roof decking per specification 06 15 16 based on comments from the supplier. "The deck is not exposed to direct weathering and the enclosed spaces are not pool areas or high humidity environments."
    b. FSC certification
4. All stainless steel countertops, not shown.
5. Exclude 07 81 00 Applied Fire Proofing and 07 81 23 Intumescent Fireproofing. Drawings do not show any scope of work for these two specification sections
6. Lime treatment of subgrade under sidewalks not connected to back of curb.
7. Assume excess overlot material will be left onsite
8. 6" gravel base (Class 6) under sidewalks
9. Fire rated glass, none shown
10. Pass door in folding panel partition in Multi-purpose room, not shown.
11. Painting of exposed ceiling structure at unfinished spaces (i.e. mechanical and electrical rooms, etc.)
12. Field painting of overhead or roll-up doors (prefinished)
13. Window shades or blinds on interior office, classroom, party room, etc. doors or windows. Window blinds shown in contract documents are included.
14. Specification Section 12 24 13 Roller Shades - the following attic stock is excluded: switches, controls or other control components, 2-units of each size
15. Elevator
    a. No card reader provisions are included with elevator equipment
    b. 14 24 53-2.2.C: Section not edited for this project. Structural documents do not align with "Zone 2". Project assumed non-seismic which is very common for this area.
    c. 14 24 53-2.3.B.7.i: Ceiling to feature 4 LED downlights. Common for smaller 2100# arrangement.
    d. 14 24 53-2.7: Delete. Conflicts with 2.3.
    e. 14 24 53-2.9.D, F-H: Section not edited for this project. These items not applicable. Not included.
16. Cable management software listed in the Div 27 specifications
17. All charging stations are provided and installed by XCEL
18. Gates at roadway entrance
19. Landscaping maintenance past substantial completion
20. Import of topsoil has not been included, this pricing assumes 6" of topsoil at seed areas and 12" of topsoil for planting beds will be available onsite

21. Maintenance (and removal) of erosion control measures in accordance with EPA standards if we are required to demobilize and leave these measures in place
22. Flow fill backfill for pipe and/or conduit trenches
23. Items listed in the estimate detail as “excluded”

ALTERNATES

See Budget Log Sheet

ALLOWANCES

The following allowances are included in the GMP:

1.	Moisture mitigation for carpet, resilient floors, and epoxy floors	$69,258
2.	Signage – interior code, room ID, directional signage & exterior banners	$28,000
3.	Stabilization of soft subgrades	$4,000
4.	Gravel access road for sanitary sewer maintenance (final design not given)	$14,500
5.	Water testing of exterior finishes	$35,000
6.	Erosion control maintenance & Inspections	$145,081
7.	Weather protection	$158,639
8.	Mockups	$30,000

UNIT PRICES

The following unit prices will be used for changes in contract scope:

1. Drilled pier over-run and under-run unit pricing:

Type	Baseline Quantity	Over-run $/VLF	Under-run $/VLF
DP-18A (Pump Pit)	223 LF	$48.04	($28.75)
DP-24A (Pump Pit)	126 LF	$64.70	($41.35)
18" Diameter (Pool)	3,728 LF	$50.52	($26.58)
24" Diameter (Slide – No Design)	164 LF	$67.53	($41.80)

The information included in the above table is for the sole purpose of compensating the contractor and/or providing a credit to the client while the driller is on the hole performing the drilling operation and it is determined that the shaft length needs to be increased or decreased to meet the intent of the design. These predetermined unit prices prevent lengthy delays in processing change orders, allowing the drilling operation to proceed uninterrupted. The over and under-run unit prices are not to be used to calculate the value of a design change prior to or during the course of the work. Lengths shall be determined based on length of concrete, not drill depth. Over/under-run pricing does not include haul-off of spoils.

RESPONSIBILITY MATRIX

Date: December 22, 2020
Project Name: Aurora Southeast Recreation Center
PCS Project Number: 1901091
Client Name: City of Aurora
Project Location: Aurora, CO

SAUNDERS

	Building Construction Costs (included in estimate)	Owner Soft Costs (outside construction estimate)	Not Included or Known to be in Project	Comments
CONTINGENCIES				
Estimating Reserve	✓			$50,000 carried for Addendum B changes, an additional $225,000 carried for Civil permit review changes. These costs will be reconciled when the addendum drawings are received and the subcontractors provide updated pricing.
Construction Contingency	✓			3% included. Contractor shall exhaust full amount of construction contingency before using any owner funds. Construction Contingency shall not be used for increases in scope by owner, unforeseen conditions, and when mutually agreed upon by the owner and contractor.
Escalation Contingency		✓		
Design Contingency		✓		
Owner Contingency		✓		Owner Contingency will only be utilized for increases in scope at the owners request.
INSURANCE & BONDS				
Insurance, Builder's Risk	✓			Excluded are owner contents, furnishings, and equipment installed within the building prior to Substantial Completion and work performed by Owner's separate contractors.
Insurance, General Liability & Umbrella	✓			
Insurance, Professional Liability		✓		
Letters of credit or bonds for public improvements		✓		
Performance & Payment Bond	✓			
Subcontractor Default Insurance	✓			
GENERAL				
Consequential, Actual & Liquidated Damages	✓			A 30-day grace period will be granted after substantial completion is issued, after this a $1,500/day amount for liquidated damages shall be assessed.
Design		✓		
Delegated Design / Engineering	**Partial**	**Partial**		
Design/Engineering for Existing Conditions		✓		
Easement Dedications and Abandonment Costs		✓		
Land Acquisition, Loan and Closing/Holding Costs		✓		
Consultant Fees - LEED, Legal, Acoustics, etc.		✓		
1-Year Warranty	✓			
Fees for revocable permits			✓	
Development Fees -Tap, Systems Impact, Affordable Housing etc.		✓		
Hazardous Materials - Testing		✓		
Hazardous Materials - Removal			✓	
Impacts from plan review comments from government agencies	✓			Anticipated and reasonable costs covered
Inspection & Testing Fees		✓		
Maintenance Contracts		✓		Landscaping, Elevator, Etc.
Mock-ups - On-site	✓			$30,000 Allowance for mockups included Pool deck finish included as separate mockup
Plan Check Fee		✓		
Building Permits		✓		
Davis Bacon or Prevailing			✓	
Provision and installation of office facilities and communications for Owner or Architect		✓		
Sales/Use Taxes				
- State Sales Tax			✓	Exempt
- Special District Taxes			✓	Exempt
- City or County Sales Tax			✓	Exempt
- Use Tax - City or County			✓	Exempt
Security Guard			✓	
Special permits, fees, studies and assessments		✓		Zoning, Environmental, Traffic, E-470, Health Dept., Excise taxes, FAA
Submission of record shop drawings to local building authority		✓		
Surveys - Property, Pre-construction topographic, ALTA or final		✓		
Unforeseen Conditions		✓		
Utilities - construction consumption	✓			

	Building Construction Costs (included in estimate)	Owner Soft Costs (outside construction estimate)	Not Included or Known to be in Project	Comments
Utility Company charges, including but not limited to tap, connection, impact or assessment fees		✓		Water, Sewer, Storm and Dry Utility Tap Fees By City of Aurora
SITE				
Landscaping & Irrigation - Building Site	✓			
Seeding & Irrigation - Roadway	✓			
Off-site street and utility improvements	✓			Curb cut at Harvest Rd.
Primary incoming utility services		✓		Including electrical service, meter, transformers, natural gas service and meter, data/telephone service, and cable television service
Property identification and monument signs	✓			
Relocation of existing utilities		✓		Assume none
Site Fence	✓			
Bike Racks, Site Benches, Trash Cans	✓			
Site Furnishings (other than bike racks, benches, trash cans & bollards)		✓		w/ FF&E
Bollards at drop off circle	✓			
Sound mitigation procedures for construction operations			✓	
Traffic signals or street lights along Harvest Road			✓	
Water Meters		✓		
Monument Sign	✓			
Perimeter foundation drain system			✓	
FF&E				
Appliances - Residential Appliances	✓			
Washer & Dryer	✓			
Public Art		✓		Separate Budget
Public Art - Conduit, Lighting & Controls		✓		Separate Budget
Artwork		✓		
Computer Equipment		✓		
Defibrillator Cabinets	✓			
Demountable partitions			✓	
Dock Equipment			✓	
Exercise Equipment		✓		
Furniture		✓		
Interior landscaping and plants		✓		
Projection screens	✓			
IDF Rooms	✓			
Safe/s	✓			
Soap, Paper Towel, Toilet Paper Dispensers	✓			
Storage Racks, Bookcases, File Cabinets		✓		
Signage - Interior (other than code required) Room Id, Directional Signage, Dedication Plaque	✓			Allowance included in budget
Signage - Exterior Signage (Letters, Numbers)	✓			
Tack boards / marker boards	✓			
Water features (Fountains, waterfalls - interior & exterior)			✓	
Window treatments	✓			
Window Washing Equipment			✓	
Unloading, storing, setting, and connection of Owner furnished equipment		✓		
SPECIAL SYSTEMS				
Special Systems Rough-In	✓			
Audio/Visual Equipment & Systems	✓			
TV's & Mounting Hardware	✓			
Fire Alarm	✓			
Public Address/Paging	✓			
Lightning Protection	✓			
DAS System - Public Safety	✓			
DAS System - Cell Phone Service		✓		
Security - Video Surveillance	✓			
Security - Intrusion Detection		✓		
Security - Access Control	✓			
Synchronous Clock System			✓	
Data Equipment - WIFI WAPS/Racks	✓			
Networking equipment/Servers		✓		
Voice/Data systems - Full System Including Cabling, Devices etc.	✓			
Telephones		✓		
Satellite System, Cable receivers, Etc.		✓		
CATV Cabling and Devices - Inside Building	✓			
Termination equipment (patch panels, jacks, terminations, etc.)	✓			
Head end equipment (PBX, servers, switches, etc.)		✓		
Solar Systems			✓	Structural supports also not included
UPS	✓			
Generator/ATS			✓	
Rooftop Communication Equipment		✓		
SPECIFIC SCOPE ITEMS				
Coating or Special Concrete Finish (Swirl, Etc.) at Pool Deck			✓	Clear sealer is included on pool deck
06 41 10 Architectural Wood Casework				
All AWI certification labelling programs, LEED & FSC certifications for all millwork, trim, Doors and miscellaneous carpentry			✓	
07 81 00 Applied Fire Protection			✓	
07 81 10 Intumescent Fireproofing			✓	

	Building Construction Costs (included in estimate)	Owner Soft Costs (outside construction estimate)	Not Included or Known to be in Project	Comments
21 10 00 Fire Suppression System				
Fire Pump			✓	
Division 26 – Electrical				
Transformer and cabinet for car chargers		✓		
Car charging stations		✓		
Art lighting		✓		Art Budget

SAUNDERS

City of Aurora
Aurora Southeast Recreation Center

ESTIMATE TYPE:
GMP Estimate
Est No.: P1901091
Est by: GC
Est Date: 11/10/2020
Revised: 12/01/2020

BUDGET STATUS LOG

Item Reference Number	System	Description	Estimated Cost	Accepted Included in GMP	Comments
		Alternates			
ALT.01		#1A - Expand West Patio	**36,700**		
ALT.02		#1B - Change Landscaping Edging (Metal vs. Concrete)	**1,500**		Keep Concrete edging
ALT.03		#1E - Entry Landscaping - Remove Crusher Fines/Add Plantings	**(4,300)**	(4,300)	
ALT.04		#2A - Add Pool Patio	**28,600**	28,600	Adds only 1 overhead door
ALT.05		#2B - Add Play Structure @ Pool	**103,700**	103,700	
ALT.06		#2D - Add Kids Play Structure (No Design)	**Not Priced**		
ALT.07		#2E - Change 3NPA Roof Decking @ Natatorium	**65,300**	65,300	Base decking is an acoustical deck, this is an upgrade
ALT.08		#2F - Add Acoustical Wall Panels @ Natatorium	**72,000**		Would take as alternate to ALT.07, could be added at end of job
ALT.09		#2G - Change Slide Stairs to FRP vs. Concrete	**(23,500)**		Railings will be FRP with either option
ALT.10		#2H - Add Water Table Play Feature	**23,600**	23,600	
ALT.11		#3A - Change Ceiling at Multi-Purpose Rooms	**50,700**	50,700	No lighting changes
ALT.12		#5B - Add Lockers at Fitness Area	**8,700**	8,700	
ALT.13		#5D - Add Motorized Shades - East (Power Only)	**2,600**		May not be required with LV shades
ALT.14		#5E - Add Motorized Shades - South (Power Only)	**3,100**		May not be required with LV shades

Item Reference Number	System	Description	Estimated Cost	Accepted Included in GMP	Comments
ALT.15		#5F - Add Motorized Shades - West (Power Only)	**2,700**		May not be required with LV shades
ALT.16		#5G - Add 46 Acoustical Baffles in Canyon	**58,400**	58,400	Provides all ceiling baffles as shown
ALT.17		#5H - Add Acoustical Wall Panels in Canyon - 850 SF	**31,600**		
ALT.18		#5J - Add Additional Acoustical Wall Panels in Canyon - 850 SF	**31,600**		
ALT.19		#6C - Add Divider Curtain & Scoreboards at Gymnasium	**26,900**	26,900	
ALT.20		#6D - Add Structure to Support PV Panels on Gymnasium	**22,300**		Electrical Conduits and Additional Structure
ALT.21		#7A - Add Interior Painting of Structure in Fieldhouse	**35,100**	35,100	
ALT.22		#7B - Add Scoreboards in Fieldhouse	**11,000**	11,000	
ALT.23		#7C - Add Teledate Cabling in Fieldhouse including WAPS	**10,000**	10,000	
ALT.24		#7D - Add AV System in Fieldhouse (Paging System)	**8,600**	8,600	
ALT.25		#8A - Add Anti-Microbial Door Hardware	**1,400**	1,400	
ALT.26		#8C - Add Operable Partition Wall @ Pool Party Room	**33,900**		
ALT.27		#8D - Change Pool Party Rooms Lighting	**26,400**		
	Structure				
B.01		Glulam - Use Architectural Appearance Grade Material vs. Premium Grade (Per Spec)	**(121,900)**	(121,900)	
	Enclosure				
C.01		Alternate Brick - Interstate Brick Obsidian Grain in lieu of Summit Brick	**(5,300)**	(5,300)	Populous looking at alternate brick samples
C.02		Brick Mortar - Add Colored Mortar at Brick in lieu of Gray Mortar	**2,200**	2,200	Colored mortar not shown

Item Reference Number	System	Description	Estimated Cost	Accepted Included in GMP	Comments
C.04		Insulated Metal Panels - Use 26 ga. metal at interior face of panels vs. 22 ga. (The exterior face would remain 22 ga.)	**(8,700)**	(8,700)	
C.05		Insulated Metal Panels - Use Centria Brand metal panels vs. Metal Span	**251,000**		
C.06		Translucent Panels - CC1 interior rating not required per code, for standard 25 flame spread and 200 smoke developed	**(17,400)**	(17,400)	
	Roof				
D.01		Fieldhouse Roof - Use Chief MSC roof panels vs. Chief MVP roof panels	**(9,400)**	(9,400)	Similar look, will be hard to see
	Equipment/Furnishings				
F.01		Roller Shades - Change from switch control shades to Lutron shades with Lutron Controller	**11,900**	11,900	
	Sitework				
J.01		Asphalt Paving - Add Lime treatment under roadway paving (per soils report)	**96,600**	96,600	
J.02		Asphalt Paving - Add Lime treatment under all parking lot paving (per soils report)	**235,800**	235,800	
J.03		Concrete Paving - Add Lime treatment under sidewalks	**Not Req'd**		
J.04		Concrete Paving - Add 6" of aggregate base under sidewalks	**Not Req'd**		
		Subtotal Deductive Items		**(167,000)**	
		Subtotal Additive Items		**778,500**	
		BSL ITEM TOTALS		**611,500**	

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SAUNDERS

AURORA SOUTHEAST RECREATION CENTER

CITY OF AURORA

Populous

LINE ITEM ESTIMATE

ESTIMATE TYPE:

GMP Estimate

Est No: P1901091
Est by: GC
Est Date: 11/10/20
Revised: 12/22/20

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project Amount	CSI Sec. Total	70,506 Cost/SF	Comments
		-		-	-			
00 10 00	**Basis of Estimate**	-		-	-	-	-	
	Drawings/Specification - Permit Set 10/2/20	-		-	-			
		-		-	-			
00 20 00	**Design Consultants, Services and Fees**	-		-	-	**30,000**	**0.43**	
	Architectural	-	By Owner	-	-			
	Civil Engineering	-	By Owner	-	-			
	Landscape	-	By Owner	-	-			
	Structural	-	By Owner	-	-			
	Interiors	-	By Owner	-	-			
	Building Envelope	-	By Owner	-	-			
	Envelope Review and Field Inspections - Consultant (PIE)	1.0	LSum	20,000.00	**20,000**			
	Roofing	-	By Owner	-	-			
	Acoustical	-	By Owner	-	-			
	Food Service	-	By Owner	-	-			
	Process and Medical Equipment	-	By Owner	-	-			
	Elevator / Conveying Systems	-	By Owner	-	-			
	Mechanical	-	By Owner	-	-			
	Electrical	-	By Owner	-	-			
	Delegated Design / Engineering	-		-	-			
	Tower Crane Foundations & Connections	-	Ref 01 62 00	-	-			
	Material / Personnel Hoists Foundations & Connections	-	Ref 01 63 00	-	-			
	Temporary Scaffold / Shoring Systems	-	Ref Trades	-	-			
	Temporary Earth Shoring / Underpinning	-	Ref 31 25 00 & 31 25	-	-			
	Miscellaneous 3rd Party Structural Review (for Means and Methods Items)	1.0	LSum	10,000.00	**10,000**			
	Concrete Site Retaining Walls	-	Excluded	-	-			
	MSE Walls	-	Excluded	-	-			
	Landscape Walls	-	Excluded	-	-			
	Landscape Irrigation	-	Excluded	-	-			
	Concrete Form Engineering	-	Ref 03 30 00	-	-			
	Precast Concrete	-	Ref 03 40 00	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Masonry Bracing / Shoring	-	Excluded	-	-			
	Stone Bracing / Shoring	-	Excluded	-	-			
	Stone Fastening Systems	-	Excluded	-	-			
	Structural Steel Connections	-	Excluded	-	-			
	Metal Stairs	-	Ref 05 50 00	-	-			
	Guardrails	-	Ref 05 50 00 & 05 70	-	-			
	Metal Panel Fastening Systems	-	Excluded	-	-			
	Fire Stopping / Fire Safing	-	Excluded	-	-			
	Framed Skylights	-	Excluded	-	-			
	Curtainwall / Glazing Systems	-	Excluded	-	-			
	Cold-Formed Metal Framing	-	Ref 09 25 00	-	-			
	Light Gauge Metal Framing	-	Excluded	-	-			
	Operable Partition Supports	-	Excluded	-	-			
	Façade Access System Design	-	Excluded	-	-			
	Façade Access Anchor Engineering	-	Ref 11 01 00	-	-			
	Exterior Freestanding Bleachers Design / Engineering	-	Excluded	-	-			
	Fire Protection (Sprinklers)	-	Ref 21 30 00	-	-			
	Lightning Protection System	-	Ref 26 00 00	-	-			
	Fire Alarm System	-	Ref 26 00 00	-	-			
	Emergency Responder Radio Amplification	-	Ref 26 00 00	-	-			
	All Other Systems Not Specifically Listed Below	-	Excluded	-	-			
		-		-	-			
00 30 00	**Site Development Studies**	-		-	-	-	-	
	Site Development Studies	-		-	-			
	Traffic Study	-	By Owner	-	-			
	Property Survey	-	By Owner	-	-			
	Environmental Assessment	-	By Owner	-	-			
	All Other Studies	-	By Owner	-	-			
		-		-	-			
01 41 00	**Permits, Fees and Assessments**	-		-	-	-	-	
	Permits, Fees and Assessments	-		-	-			
	Building Permit and Plan Check Fees	-	BTL	-	-			
	Fire District Permit and Plan Check Fees	-	BTL	-	-			
	Zoning Fees	-	By Owner	-	-			
	Public Works & Engineering Permits and Fees	-	By Owner	-	-			
	Special Assessments	-	By Owner	-	-			
	Curb & Gutter Fees	-	By Owner	-	-			
	Sign Permit	-	By Owner	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
		-		-	-			
01 42 00	**Right-of-Way Occupancy Fees**	-	Assume None	-	-	-	-	
		-		-	-			
01 45 00	**Quality Control**	-		-	-	-	-	
	Quality Control	-		-	-			
	Soils Testing	-	By Owner	-	-			
	Full time Caisson Inspection	-	By Owner	-	-			
	Concrete Testing	-	By Owner	-	-			
	Precast Plant Inspections	-	By Owner	-	-			
	Steel Testing	-	By Owner	-	-			
	Building Envelope Testing	-		-	-			
	Thermal Graphic	-	By Owner	-	-			
	Aire Pressurization	-	By Owner	-	-			
	High Resolution Digital Photographic Documentation	-	Excluded	-	-			
		-		-	-			
01 50 00	**Temporary Safety / Facilities / Controls**	-		-	-	**68,957**	**0.98**	
	Safety Audits	-	w/GCs	-	-			
	Field Safety Installation and Compliance	-		-	-			
	Field Safety Compliance	-	w/ GC's	-	-			
	First Aid Supplies	-	w/GCs	-	-			
	Personal Protective Equipment	-	w/GCs	-	-			
	Safety Nets	-	N/A	-	-			
	Temporary Ladders	-		-	-			
	Rental	-	w/ Trade Rates	-	-			
	Setup & Relocate	-	w/ GC's	-	-			
	Temporary Stairs	-	N/A	-	-			
	Fall Protection Measures	-	w/ GC's	-	-			
	Leading Edge	-	w/ GC's	-	-			
	Building Perimeter	-	w/ GC's	-	-			
	Floor and Shaft Openings (Large and Small)	-	w/ GC's	-	-			
	Fall Protection - Running Track Perimeter	-	w/ GC's	-	-			
	Scaffold for Overhead Protection @ Entrance	-	w/ GC's	-	-			
	Temporary Facilities and Controls	-		-	-			
	Field Offices	-	w/ GCs	-	-			
	Storage and Fabrication Facilities for GC	-	w/ GCs	-	-			
	Storage and Fabrication Facilities for Trades	-	w/ Trade	-	-			
	Sanitary Facilities	-	w/ GCs	-	-			
	Project Identification and Temporary Signs	-	w/ GC's	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Barricades, Warning Signs and Lights	-	w/ Trade	-	-			
	Yard Enclosure Fence	-	w/ Below	-	-			
	Site Enclosure Fence	-	w/ GC's	-	-			
	Jersey Barriers	-	w/ GC's	-	-			
	Temporary Access Road for Fire Department	-	w/ 32 74 00	-	-			
	Flaggers and Traffic Control	-		-	-			
	General Site Access and Traffic Control	1,646.7	Hours	41.88	**68,957**			
	Specific Trade Traffic Control and Marshalling	-	w/ Trade	-	-			
	Heating for Individual Tasks	-	w/ Trade	-	-			
	Miscellaneous Facilities	-	w/ Trade	-	-			
	Temporary Fire Protection	-	w/ GCs	-	-			
	Fire Watch (16 HRS M-F, 24 HRS Sat/Sunday)	-	Assume None	-	-			
	Protection of Work	-	w/ Trade	-	-			
	Site Security System	-	w/ GCs	-	-			
	Guard Service	-	Excluded	-	-			
	Temporary Utilities	-		-	-			
	Water Service	-	w/ GCs	-	-			
	Fire Hydrants for Fire Department Requirements	-	Not Req'd	-	-			
	Fiber / Communications (Contractor / Subcontractors)	-	w/ GCs	-	-			
	Storm Sewer	-	Not Req'd	-	-			
	Sanitary Sewer	-	Not Req'd	-	-			
	General Building Heat and Ventilation	-	w/ 01 53 00	-	-			
	Light and Power	-		-	-			
	Temp Lighting and Power Distribution	-	w/ 26 00 00	-	-			
	Set / Remove Temp Utility Transformer	-	w/ 26 00 00	-	-			
	Temporary Power Consumption	-	w/ GCs	-	-			
	Rodent and Pest Control	-	Excluded	-	-			
	Prairie Dog Removal / Relocation	-	Excluded	-	-			
		-		-	-			
01 50 30	**Weather Protection and Conditions**	-		-	-	**158,639**	**2.25**	
	Weather Protection and Conditions	70,506.0	BSF-Season Allowanc	2.25	**158,639**			Allowance
	Snow Removal	-	w/ Allowance	-	-			
	Thaw Frozen Subgrade	-	w/ Allowance	-	-			
	Mud Mitigation / Removal	-	w/ Allowance	-	-			
	Foundation Pump & Bail	-	w/ Allowance	-	-			
	Concrete / Mortar Admixtures	-	w/ Allowance	-	-			
	Temporary Building Enclosures	-	w/ Allowance	-	-			
	Fabricate Enclosures	-	w/ Allowance	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Install Panels	-	w/ Allowance	-	-			
	Temporary Doors	-	w/ Allowance	-	-			
	Weather Coverings	-	w/ Allowance	-	-			
	Heating for Individual Tasks	-	w/ Allowance	-	-			
	General Building Heat	-	w/ Allowance	-	-			
	Fire water related to temporary heating	-	w/ Allowance	-	-			
	Weather Protection and Conditions Labor	-	w/ Allowance	-	-			
		-		-	-			
01 60 00	**Mock-Ups / BIM**	-		-	-	**30,000**	**0.43**	
	Physical Mockups	1.0	Allowance	30,000.00	**30,000**			
	Building Information Modeling / Integrated Service Coordination	-		-	-			
	Model Alignment / Initial Model Modification	-	w/ GC's	-	-			
	Architectural / Structural BIM Coordination and Clash Detection	-	Included	-	-			
	Cast-in-Place Concrete Lift Drawings	-	w/ 33 00 00	-	-			
	MEP Model Coordination / Clash Detection	-	w/ MEP Trades	-	-			
		-		-	-			
01 62 00	**Crane Service**	-	w/ Trade	-	-	-	-	
		-		-	-			
01 63 00	**Material / Personnel Hoists**	-	Not Req'd	-	-	-	-	
		-		-	-			
01 74 00	**Cleaning and Dumpsters**	-		-	-	**122,512**	**1.74**	
	Construction Interim Cleanup	-		-	-			
	Daily Cleanup (Trade Identifiable Debris)	-	w/ Trades	-	-			
	Weekly Cleanup (Non-Identifiable Debris) - Subcontracted	62.0	Weeks	1,976.00	**122,512**			
	Final Cleaning	-	w/ GC's	-	-			
	Dumpsters/Debris Haul-Off	-	w/ GC's	-	-			
	Demolition Activities	-	None	-	-			
		-		-	-			
02 10 00	**Hazardous Material Removal**	-	None	-	-	-	-	
		-		-	-			
02 22 00	**Demolition**	-		-	-	-	-	
	Site Demolition	-	w/ 31 30 00	-	-			
		-		-	-			
03 07 00	**Drilled Piers (Caissons)**	-	w/ 03 30 00	-	-	-	-	
		-		-	-			
03 30 00	**Cast-in-Place Concrete**	-		-	-	**1,674,750**	**23.75**	
	Cast-in-Place Concrete Subcontract Amount	1.0	Subquote	1,672,250.00	**1,672,250**			
	Concrete Materials	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Concrete Pump	-	Included	-	-			
	Structural Concrete	-		-	-			
	Caissons	-	Included	-	-			
	Pad Footings	-		-	-			
	Typ. Footing	-	Included	-	-			
	Continuous Footings	-		-	-			
	Continuous Footings	-	Included	-	-			
	Exterior Pilasters	-	Included	-	-			
	Tie Beams	-		-	-			
	Tie Beams	-	Included	-	-			
	Exterior Seating Bench at East Side of Natatorium	-	Deleted	-	-			
	Walls	-		-	-			
	Main Building Stem Walls	-	Included	-	-			
	Slabs	-		-	-			
	Pool Deck and Gym Floors	-	Included	-	-			
	Field House	-	Alternate	-	-			
	Slab at Interior Under Turf Areas	-	Not Included	-	-			
	4" Slab-On-Grade	-	Included	-	-			
	5" Slab-On-Grade	-	Included	-	-			
	8" Slab-On-Grade	-	Included	-	-			
	Slab-On-Void Pump Pit	-	Included	-	-			
	Swirl Finish at Pool Deck Slab - Premium	-	Excluded	-	-			
	Mockups	1.0	Each	2,500.00	**2,500**			
	Running Track/Roofs - 3" Slab Over 2" Metal Deck	-	Included	-	-			
	Other Miscellaneous	-		-	-			
	Stairs-On-Grade	-	Included	-	-			
	Suspended Stairs Pump Pit	-	Included	-	-			
	Pan Stairs and Landings	-	Included	-	-			
	Roof Top Equipment Pads	-	w/ SOMD	-	-			
	Mechanical Equipment Pads	-	Included	-	-			
	Misc Other Equipment Pads	-	Included	-	-			
	Slide Foundation Placeholder	-	Included	-	-			
	Surge Tank Walls	-	w/ Walls Above	-	-			
	Pool Walls	-	By Pool Sub	-	-			
		-		-	-			
	Fieldhouse Breakout	-	Included	-	-			
	Access Stairs to Field Area	-	Not Req'd	-	-			
		-		-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Accepted Design Development VE	-		-	-			
	Raise Foundation Wall at Northwest Corner w/ Grading	-	Per Plans	-	-			
	Remove CIP seating on East side of Natatorium	-	Per Plans	-	-			
		-		-	-			
03 35 00	**Concrete Finishes**	-		-	-	**78,610**	**1.11**	
	Slab Finishes	-	w/ 03 30 00	-	-			
	Sandblasting - CIP	-	None	-	-			
	Concrete Floor Sealer (equipment / service rooms / prep kitchen)	10,735.0	SqFt	1.30	**13,956**			
	Concrete Floor Sealer (stair tread and landings)	-	Rubber Treads	-	-			
	Sealer on Brushed Concrete Pool Deck	3,481.0	SqFt	2.50	**8,703**			
		-		-	-			
	Polished Concrete - Special Aggregate	5,788.0	SqFt	8.50	**49,198**			
	Polished Concrete - Euclid Overlayment	-	Add Alternate	-	-			
	Sealer	-	Included	-	-			
	Mockups / Sample Panels	1.0	LSum	2,500.00	**2,500**			
		-		-	-			
	Protect Polished Floors	-	w/ 09 95 00	-	-			
	Floor Prep / Floor Cleaning	5,788.0	SqFt	0.74	**4,254**			
		-		-	-			
	Patch / Re-polish Floors at End of Project	-	Not Req'd	-	-			
		-		-	-			
03 40 00	**Precast Concrete**	-	None	-	-	-	-	
		-		-	-			
04 20 00	**Unit Masonry**	-		-	-	**756,445**	**10.73**	
	Subquote Masonry	1.0	Subquote	649,200.00	**649,200**			
	Alternate C.01 - Use Interstate Brick	1.0	LSum	(5,000.00)	**(5,000)**			
	Alternate C.02 - Use Colored Mortar at Brick	1.0	LSum	2,000.00	**2,000**			
		-		-	-			
	CMU Structural Walls	-		-	-			
	10" CMU Block BM10 Grouted	-		-	-			
	Exterior	-		-	-			
	Natatorium & Gymnasium	-	Included	-	-			
		-		-	-			
	8" CMU Block BM8 Grouted	-		-	-			
	Fieldhouse Exterior	-	Included	-	-			
	Mech\Locker	-	Included	-	-			
	Natatorium & Gymnasium	-	Included	-	-			
	East Entry	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Group Exercise	-	Included	-	-			
	Trash Enclosure	-	Included	-	-			
		-		-	-			
	Interior Partitions	-		-	-			
	Partition Walls - 8" CMU - Full Height	-	Included	-	-			
	- North Mechanical Area	-	Included	-	-			
	- Interior Natatorium Walls (Party Room Perimeter)	-	Included	-	-			
	- Gymnasium (Storage Rooms, West Wall)	-	Included	-	-			
	Elevator Core - Second Level	-	Included	-	-			
	Locker Bases - 8" CMU - 2'-0 High	-	Included	-	-			
		-		-	-			
	CMU Veneer	-	None	-	-			
		-		-	-			
	Brick Veneer Over CMU Exterior	-		-	-			
	Natatorium & Gymnasium	-	Included	-	-			
	Mech\Locker	-	Included	-	-			
	Fieldhouse	-	None	-	-			
	Trash Enclosure	-	Block Only	-	-			
		-		-	-			
	Brick Veneer Over Stud F Exterior	-		-	-			
	Multipurpose	-	Included	-	-			
		-		-	-			
	Tile Over CMU Exterior	-	Deleted	-	-			
	Tile Over Stud Framing Exterior	-	Deleted	-	-			
	Tile Interior	-	w/ 09 30 00	-	-			
		-		-	-			
	Precast Exterior	-		-	-			
	Gymnasium Ledge - east side	-	w/ EPDM	-	-			
	Monument Sign	1.0	Subquote	15,000.00	**15,000**			
		-		-	-			
	Insulation & Air / Weather Barriers	-		-	-			
	Air Barrier - Spray Applied	-	w/ 09 25 00	-	-			
	Exterior Rigid Insulation (2½" Polystyrene)	-	Included	-	-			
	Spray foam insulation behind veneer	-	w/ 09 25 00	-	-			
		-		-	-			
	Exterior Skin Quality Control	33.7	Weeks	2,830.46	**95,245**			
	Rebar	-	Included	-	-			
	Masonry Dumpsters	-	w/ 01 74 00	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
		-		-	-			
	Mockups	-	w/ 01 60 00	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Remove Block Fieldhouse	-	Per Plans	-	-			
	Remove Brick Fieldhouse	-	Per Plans	-	-			
	Remove Air Barrier Fieldhouse	-	Per Plans	-	-			
	Remove Exterior Rigid Fieldhouse	-	Per Plans	-	-			
	Remove Block Rebar Fieldhouse	-	Per Plans	-	-			
	Change north elevation of mechanical to brick	-	Included	-	-			
	Change locker rooms walls to Drywall	-	Included	-	-			
		-		-	-			
05 12 00	**Structural Steel Framing**	-		-	-	**1,642,348**	**23.29**	
	05 21 00 Steel Joist Framing	-		-	-			
	05 31 00 Steel Decking	-		-	-			
	05 43 00 Slotted Channel Framing	-		-	-			
	Alternate #2E - Add 3NPA Roof Decking @ Natatorium - Decking	1.0	Subquote	56,304.00	**56,304**			
	Alternate #2E - Add 3NPA Roof Decking @ Natatorium - Install Insul.	1.0	Subquote	3,850.00	**3,850**			
	Structural Steel Framing Subcontract Amount	1.0	Subquote	1,465,397.00	**1,465,397**			
	North Mechanical Roof - Joists	-	Included	-	-			
	Locker Room Roof	-	Included	-	-			
	Running Track Framing	-	Included	-	-			
	Premium for Moment Connections	-	Included	-	-			
	Community Mechanical Well Roof	-	Included	-	-			
	Community SW Canopy	-	Included	-	-			
	Fieldhouse South Well	-	w/ 13 12 00	-	-			
	Community Wing Roof - Beams	-	Included	-	-			
	Community Wing Roof - Columns	-	Included	-	-			
	Community Wing Roof - Joists	-	Included	-	-			
	Gymnasium Roof - Beams	-	Included	-	-			
	Gymnasium Roof - Columns	-	Included	-	-			
	Gymnasium Roof - Girders	-	Included	-	-			
	Natatorium structure to steel - Steel Framing	-	Included	-	-			
	Natatorium structure to steel - Metal Decking	-	Included	-	-			
	West Canyon Exterior Columns	-	Included	-	-			
	South Canyon Steel Columns	-	Included	-	-			
	Steel for Operable Partitions	-	Included	-	-			
	Curtain Wall Support Steel	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Embeds, Clips, Saddles, Etc. @ Glu Lam Connections	-	Included	-	-			
	Hanger Rods for Suspended Running Track	-	w/ Above	-	-			
	Pool Stair Tower	-	w/ Slide	-	-			
	Steel Layout/ Quality Control	17.3	Weeks	2,830.46	**48,967**			
	Crane	-	Included	-	-			
	Tnemec Prep on Natatorium Steel - Joists & Deck	-	Included	-	-			
	Galvanize Joists in Natatorium	1.0	Subquote	67,830.00	**67,830**			
		-		-	-			
	Fieldhouse Steel	-		-	-			
		-		-	-			
	Metal Deck	-		-	-			
	1 ½"B Metal Roof Deck	-	Included	-	-			
	3" Metal Roof Deck Vulcraft Acoustic Metal Deck	-	Included	-	-			
	added install of batts	-	Included	-	-			
	2" Composite Deck Track	-	Included	-	-			
	Composite Deck Shear Studs	-	Included	-	-			
	Embed and Anchor Bolt Material	-	Included	-	-			
	Drill Holes in Embeds for Attachment to Forms	-	Included	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Change Fieldhouse to PEMB	-		-	-			
	Alternate Metal Roof Deck (3NPA-18 gauge) Natatorium	-	Add Alternate	-	-			
		-		-	-			
05 50 00	**Metal Fabrications**	-		-	-	**56,969**	**0.81**	
05 51 00	**Metal Stairs**	-		-	-			
05 52 00	**Metal Railings**	-		-	-			
	Building Entrance Canopies Framing	-	w/ 05 12 00	-	-			
	Overhead Door Framing	-	Included	-	-			
	Elevator Pit Ladder	-	Included	-	-			
	Elevator Sill Angles	-	Included	-	-			
	Elevator Sump Pit Cover	-	Included	-	-			
	Galvanized Roof Ladders	-	Included	-	-			
	Roof Access Ladders	-	Included	-	-			
		-		-	-			
	Track Access Stairs - With Rails	-	Included	-	-			
	Guardrails - East Track Stairs	-	Included	-	-			
	Guardrails - Gym Track Stairs	-	Included	-	-			
	Guardrails - West Track Stairs	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
		-		-	-			
	Pump Pit Rails	-	Included	-	-			
		-		-	-			
	Ledger Angle	-	Included	-	-			
	Steel tube supports at locker room benches	-	Included	-	-			
	Overhead Toilet Partition Support	-	Included	-	-			
	Operable Partition Support	-	Included	-	-			
	Framing at skylight	-	None	-	-			
	Trash Enclosure Gates	-	Included	-	-			
	Utility Bollards - Trash, Transformer - Install	15.0	Each	214.27	**3,214**			
	Removable Bollards - Fire Lane (Not Shown)	3.0	Each	2,314.27	**6,943**			
	Materials Handling	6.0	Months	1,968.75	**11,813**			
	Grating and Framing at Pump Pit - Galvanized	-	Included	-	-			
	Elevator Hoist Beam	-	Included	-	-			
		-		-	-			
	Metal Fabrication Miscellaneous (Add in Shop Drawings)	7.0	Tons	5,000.00	**35,000**			
	Supports at Fans / Duct Hangers / Etc.	-	w/ Above	-	-			
		-		-	-			
05 58 50	**Equipment Screens**	-	w/ Parapet Walls	-	-	-	-	
		-		-	-			
05 59 00	**Entrance Canopy**	-		-	-	-	-	
	Canopy Framing and Deck	-	Included	-	-			
		-		-	-			
05 70 13	**Decorative Metal Railings**	-		-	-	-	-	
	Interior	-		-	-			
	Running Track Guardrail RL1	-	Included	-	-			
	Fitness Access Stairs RL5	-	Included	-	-			
	Fitness Divider Rail RL4	-	Included	-	-			
	Guardrail - Fitness Access Hall Stairs RL2	-	Included	-	-			
	Ramp Handrails - Fitness Access Hall	-	Included	-	-			
		-		-	-			
	Exterior	-	Included	-	-			
	West Deck Stairs	-	Not Req'd	-	-			
		-		-	-			
06 10 00	**Rough Carpentry**	-		-	-	**211,929**	**3.01**	
	Roof Blocking	4,751.5	BdFt	9.52	**45,218**			
	Rough Carpentry - Fieldhouse	1.0	LSum	24,731.15	**24,731**			
	Built-up Blocking at Edge of Wood Roofs	3,520.0	BdFt	6.36	**22,385**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Parapet Sheathing	3,591.0	SqFt	6.41	**23,034**			
	Window Nailers Head & Sills of Puched and Ribbon Windows	1,521.0	BdFt	6.36	**9,673**			
	Built-up Base at Lockers	-	w/ 04 20 00	-	**-**			
	Plywood Sheathing	2,400.0	SqFt	2.21	**5,297**			
	Plywood Sheathing - Mechanical Wells - Stud Walls Only	2,741.0	SqFt	2.21	**6,049**			
	Backerboards	192.0	SqFt	2.62	**502**			
	2 x 6 Backing	1,320.0	BdFt	5.21	**6,874**			
	Vanity Blocking	-	w/ Above	-	**-**			
	Trade Boom Lift	4.0	Months	4,118.13	**16,473**			
	Material Handling	6.0	Months	1,968.75	**11,813**			
	Layout and Supervision	10.0	Weeks	3,538.08	**35,381**			
	Dumpster	-	w/ GC's	-	**-**			
	Field Safety Compliance	-	w/ GC's	-	**-**			
	First Aid Supplies	-	w/ GC's	-	**-**			
	Personal Protective Equipment	-	w/ GC's	-	**-**			
	Temporary Ladders	-	w/ GC's	-	**-**			
	Fall Protection Measures	-	w/ GC's	-	**-**			
	Carpentry Consumable Supplies	1.0	LSum	4,500.00	**4,500**			
	Mockups	-	w/ 01 60 00	-	**-**			
		-		-	**-**			
06 20 00	**Heavy Timber Framing**	-		-	**-**	**1,578,804**	**22.39**	
	Heavy Timber Framing Subcontract Amount	1.0	Subquote	1,693,804.00	**1,693,804**			
	Alternate B.01 - Use Architectural Grade Deck vs. Premium Grade	1.0	LSum	(115,000.00)	**(115,000)**			
	Glu-Lam Framing and Deck	-		-	**-**			
	East Entry Canopy	-	Included	-	**-**			
	Glu Lam Beams 8-3/4 x 21	-	Included	-	**-**			
	Glu Lam Girders 8-3/4 x 24	-	Included	-	**-**			
	3X Wood Decking	-	Included	-	**-**			
	Natatorium Roof	-	w/ 05 12 00	-	**-**			
	Canyon Roof	-	Included	-	**-**			
	Glu Lam Girders 14¼ x 55½	-	Included	-	**-**			
	Glu Lam Beams 8-3/4 x 36	-	Included	-	**-**			
	3X Wood Decking	-	Included	-	**-**			
	Factory Stain	-	Included	-	**-**			
	Top Coat Sealer/Stain	-	w/ 09 90 00	-	**-**			
	Wood Soffits - S1 Wood Plank	-	w/ 07 46 46	-	**-**			
	Natatorium East Elevation	-	Included	-	**-**			
	Gymnasium East Overhang	-	Included	-	**-**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Canyon Roof Overhang	-	w/ Framing Above	-	-			
	Community Canopy - SW Corner	-	w/ 09 50 00	-	-			
	East Entry Canopy	-	w/ Framing Above	-	-			
	West Fitness Under Track	-	w/ 07 46 46	-	-			
		-		-	-			
	Soffit Backup Framing	-	w/ 09 25 00	-	-			
		-		-	-			
	Insulation & Air / Weather Barriers - Wood Soffits	-		-	-			
	Liquid Air Barrier	-	w/ 09 25 00	-	-			
	Exterior Rigid Insulation (2" Polystyrene)	-	w/ 07 46 46	-	-			
		-		-	-			
06 41 00	**Architectural Wood Casework**	-		-	-	**228,051**	**3.23**	
	06 20 00 Finish Carpentry	-		-	-			
	06 63 10 Plastic Fabricated Benches	-		-	-			
	06 64 20 Decorative Architectural Panels	-		-	-			
	Architectural Wood Casework Subcontract Amount	1.0	Subquote	218,951.00	**218,951**			
	Office Storage/Laundry/Breakroom	-	Included	-	-			
	Base Cabinets	-	Included	-	-			
	Upper Cabinets	-	Included	-	-			
	SS countertops	-	Included	-	-			
	Office 104	-		-	-			
	Countertops	-	Included	-	-			
	Office 120	-		-	-			
	Countertops	-	Included	-	-			
	Office 124	-		-	-			
	Countertops	-	Included	-	-			
	Social Lounge / Sitting Area	-		-	-			
	Trim / Coffee Bar / Etc.	-	Included	-	-			
	Control Desk	-	Included	-	-			
	Front Desk	-	Included	-	-			
	Back Cabinets	-	Included	-	-			
	Finish on Front Wall	-	Included	-	-			
	Countertops	-	Included	-	-			
	Countertops	-		-	-			
	Engineered Stone Tops 1' w	-	w/ Units	-	-			
	Engineered Stone Tops 2' w - Vanities	-	w/ Units	-	-			
	Engineered Stone Tops 3' w - Cabinets	-	w/ Units	-	-			
	Child Watch	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Upper/Lower Plam Cabinets	-	Included	-	-			
	Gate	-	Included	-	-			
	Plam Check-In Desk	-	Included	-	-			
	Fitness Studios - Aerobics/Spin	-		-	-			
	Ballet Barre	-	Included	-	-			
	Cubbies	-	Included	-	-			
	Guard/First Aid	-	Included	-	-			
	Upper/Lower Plam Cabinets	-	Included	-	-			
	Tall Cabinet	-	Included	-	-			
	SS countertops	-	Included	-	-			
	Pool Party Rooms (2 EA)	-	Included	-	-			
	Upper/Lower Plam Cabinets	-	Included	-	-			
	SS countertops	-	Included	-	-			
	Multi-Purpose Room	-	Included	-	-			
	Base Cabinet	-	Included	-	-			
	SS countertops	-	Included	-	-			
	Wood Paneling	-	Excluded	-	-			
	Kitchen-Pantry	-		-	-			
	Metal Shelving	-	w/ 11 40 00	-	-			
	Kitchen-Warming	-		-	-			
	Counters	-	Included	-	-			
	Custodial	-		-	-			
	Wall Shelving	140.0	LnFt	65.00	**9,100**			
	Corridor	-		-	-			
	Fitness Bench / Cubbies	-	w/ Lockers	-	-			
	Gymnasium Seating / Cubbies	-	Included	-	-			
	Locker Room / Change Rooms	-		-	-			
	SS benches	-	Included	-	-			
	Countertops Supports	-	w/ 05 12 00	-	-			
	Trim on power walls	-	w/ 26 00 00	-	-			
	Miscellaneous Trim and Millwork	-	Not Req'd	-	-			
	Protect in-place millwork	-	w/ GC's	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Remove Office Counters - Furniture	-		-	-			
	Remove miscellaneous millwork/trim @ lounge & multi purpose	-		-	-			
		-		-	-			
07 11 13	**Bituminous Dampproofing**	-		-	-	**24,785**	**0.35**	

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Bituminous Dampproofing Subcontract Amount	1.0	Subquote	19,990.00	**19,990**			
	Foundation Bituminous Dampproofing at Grade Beams	-	Included	-	**-**			
	Misc Concrete Prep/Patch	3,435.0	SqFt	1.40	**4,795**			
	CMU Wall Bituminous Dampproofing	-	Excluded	-	**-**			
		-		-	**-**			
07 13 01	**Sheet Waterproofing**	-		-	**-**	**8,052**	**0.11**	
	60 mil sheet waterproofing at Pump Pit & Elevator Pit	1.0	Subquote	7,050.00	**7,050**			
	Misc Concrete Prep/Patch	718.0	SqFt	1.40	**1,002**			
	Drainage board & Insulation	-	Included	-	**-**			
		-		-	**-**			
07 21 00	**Thermal Insulation**	-		-	**-**	**65,208**	**0.92**	
	07 21 19 Foamed-In-Place Insulation	-		-	**-**			
	07 21 60 Continuous Thermal/Air Barrier Wall System	-		-	**-**			
	07 25 00 Weather Barriers	-		-	**-**			
	Foundation Insulation 2.5" EPS, psi 15	-	w/ 07 11 13	-	**-**			
	Building Insulation	-		-	**-**			
	Batt or Blanket Insulation	-	w/ 09 25 00	-	**-**			
	Air / Moisture Barrier and Spray-On Insulation	-	w/ 09 25 00	-	**-**			
		-		-	**-**			
	Insulation at back of Parapet	5,724.0	SqFt	4.50	**25,758**			
	Spray Foam at Natatorium Perimeter - Deck Flutes	445.0	LnFt	10.00	**4,450**			
	Other Spray Insulation @ In Stud Locations	1.0	LSum	35,000.00	**35,000**			
		-		-	**-**			
07 41 00	**Metal Wall Panels**	-		-	**-**	**440,010**	**6.24**	
	Metal Wall Panels Subcontract Amount	1.0	Subquote	438,300.00	**438,300**			
	Alternate C.04 - Use 26 ga. metal at interior face vs. 22 ga.	1.0	LSum	(8,290.00)	**(8,290)**			
		-		-	**-**			
	Metal Wall Panels	-		-	**-**			
	Insulated Metal Wall Panels on CMU Backup	-		-	**-**			
	Natatorium & Gymnasium	-	Included	-	**-**			
	Fieldhouse	-	Included	-	**-**			
	Insulated Metal Wall Panels on Stud Framing Backup	-		-	**-**			
	Natatorium & Gymnasium	-	Included	-	**-**			
		-		-	**-**			
	Metal Fascia Panels at Canyon Roof	-	w/ 07 62 00	-	**-**			
	Metal Fascia Panels at Main Canopy	-	w/ 07 62 00	-	**-**			
	Metal Soffits	-	w/ 07 41 50	-	**-**			
	Insulation & Air / Weather Barriers	-		-	**-**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Liquid Air Barrier	-	w/ 09 25 00	-	-			
	Exterior Rigid Insulation (2½" Polystyrene)	-	w/ Panels	-	-			
		-		-	-			
	Mockups	-	w/ 01 60 00	-	-			
	Water Testing at Metal Panels (Per Specs 07 42 13.19)	1.0	Allowance	10,000.00	**10,000**			Allowance
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Change Fieldhouse to PEMB	-	Per Plans	-	-			
		-		-	-			
07 41 50	**Metal Roof Panels**	-	None	-	-	**29,280**	**0.42**	
	Metal Roofing	-	w/ 13 12 00	-	-			
	Snow Railing - 2-Line	732.0	LnFt	40.00	**29,280**			
	Delegated Design / Engineering of Fasteners	-	Excluded	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Change Fieldhouse to PEMB	-	w/ 13 12 00	-	-			
		-		-	-			
07 46 46	**Fiber Cement/ Wood Cladding**	-		-	-	**342,000**	**4.85**	
	Fiber Cement/ Wood Cladding Subcontract Amount	1.0	Subquote	332,000.00	**332,000**			
	Wood Plank over CMU	-		-	-			
	Natatorium & Gymnasium	-	Included	-	-			
	Exercise	-	Included	-	-			
	Locker\ Mechanical	-	Deleted	-	-			
	Fieldhouse	-	Deleted	-	-			
	Wood Plank over Stud Framing	-		-	-			
	Natatorium & Gymnasium	-	Included	-	-			
	Multipurpse\ Exercise	-	Included	-	-			
		-		-	-			
	Mockups	-	w/ 01 60 00	-	-			
	Water Testing at Phenolic Panels (Per Specs 07 42 43)	1.0	Allowance	10,000.00	**10,000**			Allowance
		-		-	-			
	Insulation & Air / Weather Barriers	-		-	-			
	Exterior Rigid Insulation (2½" Polystyrene)	-	Included	-	-			
	Plywood Sheathing	-	Not Req'd	-	-			
	Air Barrier - Liquid	-	w/ 09 25 00	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Change Fieldhouse to PEMB	-	w/ 13 12 00	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Remove wood panels on north side of mechanical	-	Per Plans	-	-			
		-		-	-			
07 54 20	**EPDM Roofing**	-		-	-	**837,018**	**11.87**	
	EPDM Roofing Subcontract Amount	1.0	Subquote	764,254.00	**764,254**			
	R1 Roof (Membrane over Metal Deck)	-		-	-			
	Gym High Roof	-	Included	-	-			
	Multipurpose, Group Exercise	-	Included	-	-			
	Roof Eave Multipurpose	-	Included	-	-			
	Fieldhouse	-	Included	-	-			
	R1 (Humid Spaces) R30 + Ice & Water over Coverboard over Metal	-		-	-			
	Natatorium	-	Included	-	-			
		-		-	-			
	R2 Roof (Membrane over Concrete)	-		-	-			
	Multipurpose_Group Exercise	-	Included	-	-			
	Mech\ Locker	-	Included	-	-			
		-		-	-			
	R3 Roof (Membrane over Wood Deck)	-		-	-			
	Canyon	-	Included	-	-			
	Roof Premium over Wood Deck (infill around conduits)	16,220.0	SqFt	1.50	**24,330**			
		-		-	-			
	R1 Canopy Roof (Membrane over Metal Deck)	-		-	-			
	Southwest Multipurpose	-	Included	-	-			
		-		-	-			
	R3 Canyon Canopy Roof (Membrane over Wood Deck)	-		-	-			
	East Entry	-	Included	-	-			
	Roof Premium over Wood Deck (infill around conduits)	3,470.0	SqFt	1.50	**5,205**			
		-		-	-			
	Roof Membrane on Exterior Walls	-		-	-			
	CMU Substrate	-	Included	-	-			
	Stud Framing Substrate	-	Included	-	-			
	Additional Membrane on Walls in Roof Wells	-	Included	-	-			
		-		-	-			
	RH testing of concrete decks before roofing	1.0	LSum	1,500.00	**1,500**			
	BIM roof conduit layout	40.0	Hours	73.28	**2,931**			
	Expansion Joints	-	Included	-	-			
	Flashing and Sealing Roof Penetrations	1.0	LSum	15,000.00	**15,000**			
	Concrete Walkway Pavers	350.0	SqFt	6.00	**2,100**			
	Temporary Roofing	-	w/ 01 50 30	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Roof Protection Planning	-		-	-			
	Install 4'x6' Rubber Mats as Protection for Permanent Roof (60% of Mech Wells)	265.0	Each	60.94	**16,149**			
	Remove Mats	265.0	Each	20.94	**5,549**			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Change roof insulation from 25-PSI to 20-PSI	-	Per Plans	-	-			
		-		-	-			
07 62 00	**Sheet Metal Flashing and Trim**	-		-	-	**24,465**	**0.35**	
	Metal Parapet Cap Masonry ~ 14" wide	-	Included	-	-			
	Metal Parapet Cap Metal/FRP Panels	-	Included	-	-			
	Metal Parapet Cap - West Lockers/Mechanical	-	Included	-	-			
	Metal Parapet Cap Trash Enclosure	73.0	LnFt	25.00	**1,825**			
	Metal Parapet Cap at Mechanical Screen	-	None	-	-			
	Metal Parapet Cap at Flat Roof Section of Fieldhouse	-	Included	-	-			
	Counter Flashing	-	Included	-	-			
		-		-	-			
	Edge Flashing at Wood Roofs	-		-	-			
	High Roof and East Canopy	-	Included	-	-			
		-		-	-			
	Flashing at base of walls	1,145.0	LnFt	12.00	**13,740**			
	Miscellaneous Flashing Details as Dissimilar Materials	1.0	LSum	8,900.00	**8,900**			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Change Fieldhouse to PEMB	-	Included	-	-			
		-		-	-			
07 72 13	**Roof Hatches**	-		-	-	**1,714**	**0.02**	
	3 x 3.5 SS-50TB Hatch w/ Safety Post	1.0	Each	1,714.27	**1,714**			
		-		-	-			
07 84 00	**Fire Stopping**	-	w/ 07 92 00	-	-	-	-	
		-		-	-			
07 81 00	**Spray on Fireproofing**	-	Excluded	-	-	-	-	
		-		-	-			
07 81 10	**Intumescent Fireproofing**	-	Excluded	-	-	-	-	
		-		-	-			
07 92 00	**Joint Sealants**	-		-	-	**69,000**	**0.98**	
	Joint Sealants Subcontract Amount	1.0	Subquote	34,000.00	**34,000**			
	Joint Sealants Inteiror & Exterior	-	Included	-	-			
	Joint Sealants miscellaneous	2.0	LSum	5,000.00	**10,000**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Spray Foam	-	w/ 07 21 00	-	**-**			
		-		-	**-**			
	Expansion Joints	-		-	**-**			
	Subcontract	1.0	Subquote	25,000.00	**25,000**			
		-		-	**-**			
08 11 13	**Hollow Metal Doors and Frames**	-		-	**-**	**87,865**	**1.25**	
	Hollow Metal Doors and Frames Subcontract Amount	1.0	Subquote	62,502.00	**62,502**			
	Alternate #8A - Add Anti-Microbial Door Hardware	1.0	Subquote	1,200.00	**1,200**			
	HM Doors	-		-	**-**			
	3'-0" x 7'-0" Exterior Door	16.0	Each	107.14	**1,714**			
	3'-0" x 7'-0" Interior Door	5.0	Each	107.14	**536**			
	HM Frames	-		-	**-**			
	Single Frame	33.0	Each	107.14	**3,535**			
	Single Frame Exterior	10.0	Each	107.14	**1,071**			
	Side Lite Frames	3.0	Each	107.14	**321**			
	Double Frame Exterior	3.0	Each	107.14	**321**			
		-		-	**-**			
	Grout Frames in Masonry	44.0	Each	157.14	**6,914**			
	Unload and Distribute	70.0	Each	26.78	**1,875**			
	Materials Unloading	4.0	Months	1,968.75	**7,875**			
	Door Frame Protection	-	w/ 09 95 00	-	**-**			
		-		-	**-**			
08 14 16	**Flush Wood Doors**	-		-	**-**	**4,553**	**0.06**	
	Wood Doors	-		-	**-**			
	3'-0" x 7'-0" - Recreation Center	34.0	Each	107.14	**3,643**			
	Unload and Distribute	34.0	Each	26.78	**911**			
	Door Protection	-	w/ 09 95 00	-	**-**			
		-		-	**-**			
08 31 00	**Access Doors and Panels**	-		-	**-**	**1,300**	**0.02**	
	Access door for MEP Access	20.0	Each	65.00	**1,300**			
		-		-	**-**			
08 33 15	**Coiling Wood Counter Doors**	-	None	-	**-**	**-**	**-**	
		-		-	**-**			
08 36 00	**Overhead Doors**	-		-	**-**	**54,319**	**0.77**	
	Overhead Doors Subcontract Amount	1.0	Subquote	34,319.00	**34,319**			
	Alternate #2A - Add Pool Patio - Overhead Door	1.0	LSum	20,000.00	**20,000**			
	Aluminum and Glass Sectional Overhead Doors	-		-	**-**			
	Exterior Aluminum and Glass Door	-		-	**-**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Fitness West Wall (122 C)	-	Included	-	-			
		-		-	-			
	Natatorium North Wall (2EA)	-	Alternate	-	-			
	Natatorium North Wall (1EA)	-	Alternate	-	-			
	- Stainless Steel Track, Hardware, Springs @ Natatorium Door	-	Alternate	-	-			
		-		-	-			
	Steel Overhead Coiling Door	-		-	-			
	Interior Non-Insulated Overhead Coiling Door - Standard Baked Enamel Finish	-		-	-			
	Gymnasium West Wall (136 B)	-	Included	-	-			
	Mech Storage West Wall (119.1 B)	-	Included	-	-			
	Fieldhouse East Door (119 D)	-	Included	-	-			
		-		-	-			
08 42 29	**Automatic Entrances**	-		-	-	-	-	
	Automatic Entrances	-		-	-			
	Vestibule Doors - 2 each	-	w/ 08 90 00	-	-			
		-		-	-			
08 45 00	**Translucent Wall and Roof Assemblies**	-		-	-	**383,150**	**5.43**	
	Translucent Wall and Roof Assemblies Subcontract Amount	1.0	Subquote	390,850.00	**390,850**			
	Alternate C.06 - Change panel rating (spec change)	1.0	LSum	(16,500.00)	**(16,500)**			
	Translucent Window Panels	-		-	-			
	Natatorium	-	Included	-	-			
	Gymnasium	-	Included	-	-			
	Glass to Kalwall Transition @ Gym South	88.0	LnFt	100.00	**8,800**			
	Fieldhouse - North	-	Included	-	-			
		-		-	-			
	Accepted Schematic VE	-		-	-			
	C.04 - Add Kalwall at Natatorium East Wall	-	w/ Above	-	-			
	C.06 - Add Kalwall at Gym	-	w/ Above	-	-			
		-		-	-			
08 63 00	**Metal Framed Skylights**	-	None	-	-	-	-	
		-		-	-			
08 71 00	**Door Hardware**	-		-	-	**35,367**	**0.50**	
	Office Doors	21.0	Each	235.70	**4,950**			
	Storage Room Doors	18.0	Each	235.70	**4,243**			
	Panic Doors	7.0	Each	476.75	**3,337**			
	Push/Pull	3.0	Each	294.62	**884**			
	Door Operators (8 each)	1.0	Subquote	21,196.26	**21,196**			
	Knox Box	1.0	Each	757.14	**757**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
		-		-	-			
08 80 00	**Glass & Glazing (Interior)**	-		-	-	**40,000**	**0.57**	
	Interior Doors	-		-	-			
	All Glass Interior Doors w/ Standard Hardware - Gym Entrance	-	Included	-	-			
	All Glass Interior Doors w/ Standard Hardware - Locker Rooms	-	Included	-	-			
	All Glass Interior Doors w/ Standard Hardware - Pool	-	Included	-	-			
	Glass at Borrow Lites - Lifeguard/ Manager/ First Aid	-	Included	-	-			
	Vision Glass in HM/Wood Doors	-	Included	-	-			
	Push Button Operators on LR Doors (Family Lockers)	-	Included	-	-			
	Push Button Operators on LR Doors (Mens / Womens Lockers)	-	Included	-	-			
		-		-	-			
	Aluminum Entrances and Storefronts	-	w/ 08 90 00	-	-			
	Interior Glazing	-		-	-			
	Interior Storefronts	-		-	-			
	Fitness to Fieldhouse	-	w/ 08 90 00	-	-			
	Pool Party Rooms	-	Included	-	-			
	Gymnasium - North Wall	-	Included	-	-			
	Structural Support for Gym Glazing (NOT SHOWN)	1,620.0	SqFt	20.00	**32,400**			
	Windows @ Lobby to Office	-	Included	-	-			
	Fitness Office Window	-	Included	-	-			
		-		-	-			
	Applied Frosted Film Locker Room Doors	-	Not Shown	-	-			
	Electrified Privacy Glass	-	Excluded	-	-			
		-		-	-			
	Mirrors	-		-	-			
	Restroom Mirrors	-	Included	-	-			
	Wood Frames around mirrors	19.0	Each	400.00	**7,600**			
	Exercise Mirrors Fitness & Group Exercise	-	Included	-	-			
	Curtain Wall	-	w/ 08 90 00	-	-			
	Delegated Design / Engineering	-	Excluded	-	-			
		-		-	-			
08 90 00	**Storefront / Curtainwall**	-		-	-	**1,582,916**	**22.45**	
	08 43 13 Aluminum Storefronts and Curtain Walls	-		-	-			
	Storefront / Curtainwall Subcontract Amount	1.0	Subquote	1,563,610.00	**1,563,610**			
	Add Alternate #2A - Add Pool Patio - Remove Glazing	1.0	LSum	(22,000.00)	**(22,000)**			
	Aluminum Entrances and Storefronts	-		-	-			
	Exterior Entry Doors per Leaf	-	Included	-	-			
	Panic Device per Leaf	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Aluminum Door Hardware	-	Included	-	-			
	Clear Anodized Finish	-	Included	-	-			
	Automatic ADA Entrance	-	Sliding Doors	-	-			
		-		-	-			
	Exterior	-		-	-			
	Storefront	-		-	-			
	Natatorium	-	Included	-	-			
	Film on Glass At Front Entry	-	Included	-	-			
	Gymnasium 2nd level	-	Included	-	-			
	Group Exercise	-	Included	-	-			
	Mechanical	-	Included	-	-			
	Field House Strip Windows	-	w/ 08 45 00	-	-			
		-		-	-			
	Curtainwall	-		-	-			
	Natatorium	-	Included	-	-			
	Gymnasium	-	w/ 08 45 00	-	-			
	Canyon	-	Included	-	-			
	Premium Spandrel - Insulation/Back Panel	795.0	SqFt	25.00	**19,875**			
	Canyon North	-	Included	-	-			
		-		-	-			
	Nanawall	-		-	-			
	Multipurpose - Modernfold Acousti Clear Wall	-	Included	-	-			
	Pool	-	OH Doors	-	-			
	Field Testing	1.0	Allowance	15,000.00	**15,000**			Allowance
	Scan exterior glass openings for glass ordering	40.0	Hours	160.78	**6,431**			
	Horizontal Sunshades - West and South Elevations	-	Alternate	-	-			
	Vertical Louvers - East Side of Natatorium	-	Deleted	-	-			
	Vertical Louvers - East Side of Gymnasium	-	Deleted	-	-			
		-		-	-			
	Interior Vestibule	-	Included	-	-			
		-		-	-			
	Translucent Panel	-	w/ 08 45 00	-	-			
		-		-	-			
	Mockups	-	w/ 01 60 00	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Add Exterior Sunshades	-	Included	-	-			
	Remove two windows on north side of Fitness	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
		-		-	-			
09 05 61	**Flooring Preparation**	-		-	-	**69,258**	**0.98**	
	Moisture and pH Testing	-	Included	-	-			
	Moisture Mitigation - Carpet, Resilient Areas	1.0	LSum	5,000.00	**5,000**			Allowance
	Moisture Mitigation - Running Track Ecore	6,752.0	SqFt	4.00	**27,008**			Allowance
	Moisture Mitigation - Fitness Ecore	6,185.0	SqFt	4.00	**24,740**			Allowance
	Moisture Mitigation - Epoxy Floors	4,170.0	SqFt	3.00	**12,510**			Allowance
		-		-	-			
09 21 16	**Gypsum Board Assemblies**	-		-	-	**1,068,865**	**15.16**	
	Gypsum Board Assemblies Subcontract Amount	1.0	Subquote	934,455.00	**934,455**			
	Exterior Framed Wall	-		-	-			
	6" Studs, Sheathing, 1 Layer Gyp	-		-	-			
	Multi-Purpose Brick Veneer	-	Included	-	-			
	Multi-Purpose Roof Transition	-	Included	-	-			
	Natatorium & Gymnas Wood Plank	-	Included	-	-			
	Multipurpse\ Exercise Wood Plank	-	Included	-	-			
	Natatorium & Gymnas Metal Panel	-	Included	-	-			
	Gymnasium vertical EPDM	-	Included	-	-			
	Exterior Framing - Wood Panels	-	Included	-	-			
	Backerboard at Exterior Tile Locations	-	w/ 04 40 00	-	-			
	Soffit Framing & Sheathing @ Wood Framed Soffit	-	Included	-	-			
	Metal Panel Fascia Framing	-	None	-	-			
	Foam Sprayed Insulation - metal studs	-	Excluded	-	-			
	Air Moisture Barrier metal studs and CMU	-	w/ Ext Finish	-	-			
	Miscellaenous Exterior Framing	1.0	LSum	10,000.00	**10,000**			
		-		-	-			
	Interior Partitions	-		-	-			
	North Canyon Wall - Double Stud Int/Ext	-	Included	-	-			
	South Canyon Wall - Double Stud Int/Ext	-	Included	-	-			
	Framing and Insulation behind spandrel glass	-	Included	-	-			
	Furring 7/8" Channel 1 Layer Gyp	-	Included	-	-			
	3 5/8" Studs, 1 Layer Gyp each Side	-	Included	-	-			
	Header walls above glass	-	Included	-	-			
	Soffit drop walls @ west under track	-	Included	-	-			
	Half Walls - 6" Studs + Bracing, 1 Layer Gyp each Side	-	Included	-	-			
	Wrap Exterior Columns - West Patio	-	Excluded	-	-			
	Tile Backerboard	-	Included	-	-			
	16" Power Walls/Curb at Mezzanine Cardio	-	w/ 26 00 00	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Cement Board at Epoxy Floor Base	-	Included	-	-			
	Interior Ceilings & Soffits	-		-	-			
	Gyp Board Ceilings Vestibule, Other	-	Included	-	-			
	Gyp Board Ceiling Locker Rooms	-	Included	-	-			
	Gyp Board Ceiling Restrooms	-	Included	-	-			
	Gyp Board Ceiling Door Vestibules	-	Included	-	-			
	Gyp Board Ceiling Prep Kitchen	-	Included	-	-			
	Gyp Board Ceiling Gym east wall above seating	-	Included	-	-			
	Gyp Board Clouds Control Desk	-	Included	-	-			
	Gyp Board Clouds Lounge	-	None	-	-			
		-		-	-			
	Gyp Soffit Multipurpose Rms	-	Included	-	-			
	Gyp Soffit Locker Rooms	-	Included	-	-			
	Gyp Soffit Pool Party 20%	-	Included	-	-			
	Gyp Soffit Above Lockers	-	Included	-	-			
	Miscellaneous Soffits	1.0	LSum	15,000.00	**15,000**			
		-		-	-			
	Subcontractor Layout	22.0	Weeks	2,142.71	**47,140**			
	Confirm Layout, Quality Control	22.0	Weeks	2,830.46	**62,270**			
	Mockups	-	w/ 01 60 00	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Change locker room walls to drywall	-	Per Plans	-	-			
	Remove two windows on north side of Fitness	-	Per Plans	-	-			
	Reveals at North Canyon Wall	-	Per Plans	-	-			
		-		-	-			
09 25 13	**Interior Acrylic Polymer Coating System**	-	None	-	-	-	-	
		-		-	-			
09 30 00	**Tiling**	-		-	-	**181,139**	**2.57**	
	Tile - Restrooms/Kids Toilet	-		-	-			
	Base Tile	160.0	LnFt	4.67	**747**			
	Restroom Floor Tile T2	489.0	SqFt	10.50	**5,133**			
	Wall Tile FH T2	1,279.0	SqFt	10.50	**13,427**			
	Ceramic Tile - Locker Rooms	-		-	-			
	Base Tile	-	w/ 09 67 00	-	-			
	Floor Tile Family/Locker Rooms -Mortar Set	-	w/ 09 67 00	-	-			
	Shower Wall Tile T5	2,190.0	SqFt	25.73	**56,349**			
	Wall Tile FH Family Lockers T2	2,491.0	SqFt	10.50	**26,150**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Wall Tile FH Locker Rooms T2	4,661.0	SqFt	10.50	**48,930**			
	Waterproofing Membrane	2,190.0	SqFt	4.00	**8,760**			
	Epoxy Grout at Showers	2,190.0	SqFt	3.00	**6,570**			
	Schluter	1,000.0	LnFt	5.00	**5,000**			
	Wall Tile	-		-	**-**			
	Canyon North Wall T1	-	Deleted	-	**-**			
	Canyon Base	24.0	LnFt	45.00	**1,080**			
	Control Desk Die Wall	133.0	SqFt	21.81	**2,900**			
	Add for Mud Set Bed	-	Not Req'd	-	**-**			
	Transitions	825.0	LnFt	7.00	**5,775**			
	Floor Prep at Tile	489.0	SqFt	0.65	**318**			
	Protect Finished Surfaces	-	w/ 09 95 00	-	**-**			
		-		-	**-**			
	Accepted Design Development VE	-		-	**-**			
	Remove tile on North wall of Canyon	-	Per Plans	-	**-**			
		-		-	**-**			
09 51 00	**Suspended Acoustical Ceilings**	-		-	**-**	**274,203**	**3.89**	
	09 54 26 Wood Linear and Panel Ceilings	-		-	**-**			
	Suspended Acoustical Ceilings Subcontract Amount	1.0	Subquote	174,203.00	**174,203**			
	Alternate #3A - Change Ceiling in Multipurpose Room	1.0	Subquote	46,500.00	**46,500**			
	Alternate #5G - Add 46 Acoustical Baffles in Canyon	1.0	Subquote	53,500.00	**53,500**			
		-		-	**-**			
		-		-	**-**			
	Acoustical Ceilings	-		-	**-**			
	ASC1 - 4x4 ACT	-	Included	-	**-**			
	ASC2 - 2x2 ACT	-	Included	-	**-**			
	ACS3 - Linear Metal Ceiling - Southwest Canopy	-	Included	-	**-**			
	SAT Ceiling (2x2) Child Care	-	Included	-	**-**			
	SAT Ceiling (2x2) Circulation	-	Included	-	**-**			
	SAT Ceiling (2x2) Offices	-	Included	-	**-**			
	SAT Ceiling Group Exercise (Clouds)	-	None	-	**-**			
	SAT Ceiling (2x2) Pool Party	-	Included	-	**-**			
	SAT Ceiling (4x4) Multi Purpose Room	-	Included	-	**-**			
		-		-	**-**			
	Accepted Design Development VE	-		-	**-**			
	Change Ceiling in Multi Purpose	-	Alternate	-	**-**			
		-		-	**-**			
09 64 29	**Wood Strip Flooring**	-		-	**-**	**132,022**	**1.87**	

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Wood Strip Flooring Subcontract Amount	1.0	Subquote	90,956.45	**90,956**			
	Wood Flooring Gym	-	Included	-	**-**			
	Vapor Barrier	-	Included	-	**-**			
	Vented Base	-	Included	-	**-**			
	Wood Flooring Group Exercise - Base Only	1.0	Subquote	10,232.00	**10,232**			
	Vapor Barrier	-	Included	-	**-**			
	Vented Base	-	Included	-	**-**			
	Gamelines	-	Included	-	**-**			
	Floor Prep at Wood Flooring	9,496.0	SqFt	1.95	**18,517**			
	Protect Finished Surfaces	8,020.0	SqFt	1.54	**12,316**			
		-		-	**-**			
09 65 00	**Resilient Flooring and Base**	-		-	**-**	**299,333**	**4.25**	
	09 65 66 Resilient Athletic Flooring	-		-	**-**			
	RF1 - Rubber Athletic Flooring at Weights, Cardio	6,185.0	SqFt	15.83	**97,909**			
	RF1 - Rubber Athletic Flooring (Mondo) at Track	6,752.0	SqFt	15.83	**106,884**			
	RF2 - Ecore Aqueous at Pool Party Rooms	695.0	SqFt	10.91	**7,581**			
	RF3 - Rubber Sheet Floor - Child Care / MP / Breakroom	3,149.0	SqFt	12.56	**39,551**			
	Plyoturf - Fitness	1,044.0	SqFt	11.00	**11,484**			
		-		-	**-**			
	Rubber Cove Base - SC, PC, Resil, Carpet	1,679.0	LnFt	3.19	**5,356**			
	Rubber Tile at Treads and Risers / Landing	740.0	SqFt	25.00	**18,500**			
	Floor Prep at Resilient Flooring	18,565.0	SqFt	0.65	**12,067**			
	Protect Finished Surfaces	-	w/ 09 95 00	-	**-**			
		-		-	**-**			
	Accepted Design Development VE	-		-	**-**			
	Change track to Pulastic vs. Mondo	-	Not Accepted	-	**-**			
		-		-	**-**			
09 67 00	**Fluid Applied Flooring**	-		-	**-**	**54,552**	**0.77**	
	Fluid Applied Flooring Subcontract Amount	1.0	Subquote	49,997.00	**49,997**			
	Fluid Appiled Flooring in Locker Rooms	-	Included	-	**-**			
	Cove Base	-	Included	-	**-**			
	Transitions	6.0	Each	100.00	**600**			
	Add for sloped mud bed	252.0	SqFt	6.50	**1,638**			
	Fluid Appiled Flooring in Child Watch Toilet	-	Included	-	**-**			
	Cove Base	-	Included	-	**-**			
		-		-	**-**			
	Fluid Appiled Flooring in Prep Kitchen	-	w/ 03 35 00	-	**-**			
	Cove Base	-	w/ 09 65 00	-	**-**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
		-		-	-			
	Floor Prep at Fluid Applied Flooring	3,565.0	SqFt	0.65	**2,317**			
	Protect Finished Surfaces	-	w/ 09 95 00	-	-			
		-		-	-			
09 68 00	**Carpeting**	-		-	-	**8,495**	**0.12**	
	Carpet (Complete)	-		-	-			
	CPT 1 - Sky Tile - Offices	64.0	SqYds	35.20	**2,253**			
	CPT 2 - Child Watch	55.0	SqYds	35.00	**1,925**			
	CPT 3 - Vestibule	14.0	SqYds	45.00	**630**			
	CPT 4 - Lobby	60.0	SqYds	44.03	**2,642**			
		-		-	-			
	Floor Prep at Carpet	1,608.3	SqFt	0.65	**1,045**			
	Protect Finished Surfaces	-	w/ 09 95 00	-	-			
		-		-	-			
09 77 33	**Fiber Glass Reinforced Plastic Panels**	-		-	-	**4,387**	**0.06**	
	FRP Panels at Warming Kitchen	520.0	SqFt	7.41	**3,853**			
	FRP Panels at Janitor	72.0	SqFt	7.41	**534**			
		-		-	-			
09 84 12	**Acoustical Accessories**	-		-	-	-	-	
	Acoustical Wall Panels	-	Add Alternate	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Move acoustical allowance to metal deck	-		-	-			
		-		-	-			
09 91 23	**Interior Painting**	-		-	-	**342,888**	**4.86**	
	Interior Painting Subcontract Amount	1.0	Subquote	305,400.00	**305,400**			
	Alternate #7A - Add Interior Painting of Structure in Fieldhouse	1.0	LSum	32,200.00	**32,200**			
	Interior Paint	-		-	-			
	Drywall Ceilings	-	Included	-	-			
	Exposed Metal Ceilings - Rec Center	-	Included	-	-			
	Running Track Steel	-	Included	-	-			
	Exposed Ceilings - Glu-Lam	-	Included	-	-			
	Finish Wood Soffits	-	Included	-	-			
	Drywall Walls Latex	-	Included	-	-			
	Drywall Walls Epoxy	-	Included	-	-			
	CMU Walls	-		-	-			
	Gym	-	Included	-	-			
	Misc. Interior	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Concrete wall at fitness step / north fitness wall	-	Included	-	-			
	Paint Canyon Walls - South	-	Included	-	-			
	Interior Paint Budget - Fieldhouse	-	Alternate	-	-			
	Exposed Decking	-	Included	-	-			
	Exposed Structural Steel	-	Included	-	-			
	Interior Walls	-	Excluded	-	-			
	Stairwell Handrail and Guardrail	-	Included	-	-			
	Track Access Stairs	-	Included	-	-			
	Hollow Metal Door Frames	-	Included	-	-			
	Hollow Metal Door Leafs	-	Included	-	-			
	Exterior Paint	-		-	-			
	Trash Gates	-	Included	-	-			
	Bollards	-	Included	-	-			
	Roof Hatches	-	Included	-	-			
	Roof Screen	-	w/ 05 58 50	-	-			
	Miscellaneous Painting	70,506.0	BSF	0.08	**5,288**			
		-		-	-			
	09 96 00 High Performance Coatings	-		-	-			
	Exterior Steel	-		-	-			
	Natatorium CMU	-	Included	-	-			
	Natatorium Roof	-	Included	-	-			
	Acrylic Plaster Ceilings	-	None	-	-			
		-		-	-			
	Wall Coverings - WC-2 - Natatorium	-	Included	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Remove Interior Painting at Fieldhouse	-	Alternate	-	-			
	Painting at North Canyon Wall	-	Included	-	-			
		-		-	-			
09 95 00	**Finishes Protection**	-		-	-	-	-	
	Finishes Protection	-	w/ GC's	-	-			
	Construction Interim Cleanup	-	w/ GC's	-	-			
	Dumpsters	-	w/ GC's	-	-			
	Final Cleaning	-	w/ GC's	-	-			
		-		-	-			
09 99 00	**Punchlist / Backout Crews**	-		-	-	-	-	
	Punchlist	-		-	-			
	Punchlist Labor and Materials	-	w/ GC's	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Construction Interim Cleanup	-	w/ 01 74 00	-	-			
	Dumpsters	-	w/ GC's	-	-			
	Final Cleaning	-	w/ GC's	-	-			
		-		-	-			
10 11 01	**Visual Display Baords**	-	Excluded	-	-	-	-	
		-		-	-			
10 14 00	**Signage**	-		-	-	**28,000**	**0.40**	
	Code, Room ID, DIrectional Signage	1.0	Allowance	25,000.00	**25,000**			
	Banners on East Side of Pool	5.0	Each	600.00	**3,000**			
		-		-	-			
10 21 13	**Phenolic-Core Toilet Compartments**	-		-	-	**32,753**	**0.46**	
	10 21 16 Phenolic-Core Shower and Dressing Compartments	-		-	-			
	Toilet Compartments Subcontract Amount	1.0	Subquote	32,753.00	**32,753**			
	Phenolic	-		-	-			
	Floor Mounted Handicap Stalls	-	Included	-	-			
	Premium for Ceiling Hung	-	Excluded	-	-			
	Floor Mounted Standard Stalls	-	Included	-	-			
	Premium for Ceiling Hung	-	Excluded	-	-			
	Urinal Screens	-	Included	-	-			
	Changing Compartments	-	Included	-	-			
	Premium for Ceiling Hung	-	Excluded	-	-			
		-		-	-			
10 22 39	**Folding Panel Partitions**	-		-	-	**24,880**	**0.35**	
	Operable Partitions	1.0	Subquote	23,980.00	**23,980**			
	Operable Walls Multi Purpose	-	Included	-	-			
	Holes in Beams	1.0	Locns	900.00	**900**			
		-		-	-			
10 26 00	**Corner Guards**	-		-	-	**10,943**	**0.16**	
	4' SS Corner Guards	1.0	Subquote	10,943.00	**10,943**			
		-		-	-			
10 28 00	**Toilet, Bath, and Shower Accessories**	-		-	-	**40,354**	**0.57**	
	Toilet, Bath, and Shower Accessories Subcontract Amount	1.0	Subquote	31,198.70	**31,199**			
	Install Owner Supplied Accessories	40.0	Hours	56.57	**2,263**			
	Toilet Paper Dispenser - Multi Roll - Partition Mount	-	By Owner	-	-			
	Toilet Paper Dispenser - Multi Roll - Surface Mount	-	By Owner	-	-			
	Seat Cover Dispenser	-	By Owner	-	-			
	Soap Dispenser - Lav Mounted	-	By Owner	-	-			
	Sanitary Napkin Dispenser	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Paper Towel Dispenser / Disposal	-	By Owner	-	-			
	Touchless Towel Dispenser	-	By Owner	-	-			
	36" or 42" Grab Bar	-	Included	-	-			
	Grab Bar L-Shaped	-	Included	-	-			
	Mop and Broom Holder w/Shelf	-	Included	-	-			
	Electric Hand Dryer	-	Included	-	-			
	Hair Dryer	-	Included	-	-			
	Baby Changer (Automatic)	-	Included	-	-			
	Shower Rod	-	Included	-	-			
	Shower Curtain	-	Included	-	-			
	Shower Seat	-	Included	-	-			
	Towel Hook	-	Included	-	-			
		-		-	-			
	11 21 73 Commercial Laundry and Extraction Equipment	-		-	-			
	Suitmate Water Extractors	3.0	Each	2,297.60	**6,893**			
		-		-	-			
10 31 00	**Manufactured Fireplaces**	-	None	-	-	-	-	
		-		-	-			
10 35 00	**Flagpoles**	-		-	-	**4,462**	**0.06**	
	Flagpole 30' High - Clear Anodized	1.0	Each	3,807.81	**3,808**			
	Concrete Flagpole Base	1.0	Each	394.27	**394**			
	Concrete Material	2.0	CuYds	130.00	**260**			
		-		-	-			
10 41 00	**Building Directories**	-		-	-	-	-	
	Dedication Plaque	-	w/10 14 00 Allow	-	-			
	Building Directories	-	w/10 14 00 Allow	-	-			
		-		-	-			
10 41 16	**Emergency Key Boxes**	-	w/ 08 71 00	-	-	-	-	
		-		-	-			
10 43 13	**Defibrilators Cabinets**	-		-	-	**9,152**	**0.13**	
	10 43 14 Automated External Defibrillators	-		-	-			
	AED - Cabinet & Equipment	5.0	Each	1,830.35	**9,152**			
		-		-	-			
10 44 13	**Fire Protection Specialties**	-		-	-	**6,057**	**0.09**	
	Fire Extinguisher w/Cabinet Non-Rated	10.0	Each	470.35	**4,704**			
	Fire Extinguisher wall mount	8.0	Each	128.57	**1,029**			
	Kitchen - Wet Chemical Fire Extinguisher	1.0	Each	325.00	**325**			
		-		-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
10 51 29	**Phenolic Lockers**	-		-	**-**	**132,273**	**1.88**	
	Phenolic Lockers Subcontract Amount	1.0	Subquote	109,633.20	**109,633**			
	Alternate #5B - Add Lockers at Fitness Area	1.0	LSum	8,240.00	**8,240**			
	Phenolic Lockers in Locker Rooms-full height	-	Included	-	**-**			
	Phenolic Lockers in Locker Rooms-half height	-	Included	-	**-**			
	Phenolic Lockers in Locker Rooms-3 tier	-	Included	-	**-**			
	Phenolic Lockers in Guard Room-3 tier	-	Included	-	**-**			
	Phonolic Lockers in Fitness - 3 tier	-	Alternate	-	**-**			
	Locker Bench on Steel Supports	86.0	LnFt	75.00	**6,450**			
		-		-	**-**			
	Change Room Benches on Steel Supports	33.0	LnFt	75.00	**2,475**			
	Gymnasium Seating / Cubbies	73.0	LnFt	75.00	**5,475**			
		-		-	**-**			
	Accepted Design Development VE	-		-	**-**			
	Remove Lockers at Fitness	-	Alternate	-	**-**			
		-		-	**-**			
11 02 00	**Vault Equipment**	-		-	**-**	**7,629**	**0.11**	
	Safe - 4 Hour - 30" x 18" x 18"	2.0	Each	3,814.27	**7,629**			
		-		-	**-**			
11 14 00	**Pedestrian Control Equipment**	-		-	**-**	**60,200**	**0.85**	
	Motorized Pedestrian Swing Gates	1.0	Subquote	58,700.00	**58,700**			
	Main Desk Gates (2 pairs)	-	Included	-	**-**			
	Card Reader/Electrical Connections	1.0	LSum	1,500.00	**1,500**			
		-		-	**-**			
11 15 13	**Safes**	-		-	**-**	-	**-**	
	Depository Safe	-	By Owner	-	**-**			
		-		-	**-**			
11 30 13	**Residential Appliances**	-		-	**-**	**22,696**	**0.32**	
	Residential Appliances Subcontract Amount	1.0	Subquote	19,375.00	**19,375**			
	Install Ice Machine	1.0	Each	321.41	**321**			
	Prep Kitchen	-		-	**-**			
	Convection Range	-	Included	-	**-**			
	Refrigerator	-	Included	-	**-**			
	Hood	-	Included	-	**-**			
	Dishwasher	-	Included	-	**-**			
	Microwave	-	Included	-	**-**			
	Ice Maker	-	Included	-	**-**			
	Open Office / Breakroom	-		-	**-**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Refrigerator	-	Included	-	-			
	Microwave	-	Included	-	-			
	Laundry	-		-	-			
	Dryer	1.0	Each	1,500.00	**1,500**			
	Washer	1.0	Each	1,500.00	**1,500**			
	Front Desk	-		-	-			
	Undercounter Refrigerator (2 each)	-	Included	-	-			
		-		-	-			
11 40 00	**Food Service Equipment**	-		-	-	-	-	
	Prep Kitchen	-		-	-			
	Sinks	-	w/ Plumbing	-	-			
	Stoves	-	w/ 11 30 13	-	-			
	Heated Cabinet	-	Not Included	-	-			
	Stainless Steel Tables	-	Not Included	-	-			
	Ice Machine	-	w/ 11 30 13	-	-			
	Reach-in refrigerator	-	w/ 11 30 13	-	-			
	Microwave	-	w/ 11 30 13	-	-			
		-		-	-			
11 66 23	**Gymnasium Equipment**	-		-	-	**326,003**	**4.62**	
	Gymnasium Equipment Subcontract Amount	1.0	Subquote	57,474.00	**57,474**			
	Alternate #6C - Add Divider Curtain in Gym	1.0	Subquote	9,824.14	**9,824**			
	Alternate #6C - Add Scoreboards in Gym	1.0	Subquote	9,270.00	**9,270**			
	Alternate #7B - Add Scoreboards in Fieldhouse	1.0	Subquote	9,270.00	**9,270**			
		-		-	-			
	Gym Divider Curtain	-	Alternate	-	-			
	Electrical Connections	-	Alternate	-	-			
		-		-	-			
	Field House Divider Curtain	-	Excluded	-	-			
		-		-	-			
	Basketball Backstop	-		-	-			
	Forward Fold	-	Included	-	-			
	Side Fold	-	Included	-	-			
	Premium for Electric Operation	-	Included	-	-			
	Volleybal System	-	Included	-	-			
	Scoreboards	-	Included	-	-			
	Pace Clock	-	Included	-	-			
	Pickle Ball Net System	-	w/ FF&E	-	-			
	Wall Padding	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Soccer Goals	-	w/ FF&E	-	-			
	High Velocity Fans	-	Excluded	-	-			
		-		-	-			
	Dasher Boards	1.0	Subquote	100,165.00	**100,165**			
	Horizontal and Vertical Netting	-	Included	-	-			
	Benches, boxes, scoring table	-	Included	-	-			
		-		-	-			
	Synthetic Turf Fieldhouse	-		-	-			
	Monofilament or Slit Film over pad w/ sand fill	1.0	Subquote	140,000.00	**140,000**			
	Perimeter Anchor System	-	w/ Above	-	-			
	4" Crusher Fines Base	-	w/ Above	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Remove Scoreboards at Fieldhouse	-	Alternate	-	-			
	Remove Divider Curtain at Gym	-	Alternate	-	-			
	Remove Scoreboards at Gym	-	Alternate	-	-			
		-		-	-			
11 68 16	**Play Structures**	-		-	-	-	-	
	Indoor Playground	-	None	-	-			
		-		-	-			
11 90 00	**Owner Furnished Equipment**	-		-	-	-	-	
	Owner Furnished Equipment	-		-	-			
	Exercise Equipment - Interior	-	w/ FF&E	-	-			
		-		-	-			
11 99 00	**Pool Equipment**	-	w/ 13 15 00	-	-	-	-	
		-		-	-			
12 48 00	**Floor Mats**	-		-	-	**513**	**0.01**	
	Floor Mats	-		-	-			
	Entry Roll Mats	54.0	SqFt	9.50	**513**			
		-		-	-			
12 24 00	**Window Shades**	-		-	-	**65,079**	**0.92**	
	Window Shades Subcontract Amount	1.0	Subquote	54,261.00	**54,261**			
	Alternate F.01 - Change roller shades to Lutron	1.0	LSum	10,818.00	**10,818**			
	Fabric Shades (Electric) at Multipurpose / Group Exercise	-	Included	-	-			
	Shades - Canyon East	-	Included	-	-			
	Shades - Canyon West	-	Included	-	-			
	Shades - Miscellanoeus (Int. offices, etc.)	-	Excluded	-	-			
	Shades - South Gym	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
		-		-	-			
12 93 00	**Site Furnishings**	-		-	-	**41,483**	**0.59**	
	Site Furnishings Allowance	-	By Owner	-	-			
	Café Tables and Chairs - Terrace's	-	w/ FF&E	-	-			
	Picnic Tables	-	w/ FF&E	-	-			
	Benches	6.0	Each	2,305.70	**13,834**			
	Waste/Recycling Receptacles	3.0	Each	1,638.20	**4,915**			
	Smoking Urns	-	w/ FF&E	-	-			
	Bike Rack	12.0	Each	560.70	**6,728**			
	Outdoor table tennis	-	w/ FF&E	-	-			
	Pool Chaise	-	w/ FF&E	-	-			
	Adirondack Chair	-	w/ FF&E	-	-			
	Bollards - Drop-off Circle (7 each)	1.0	Subquote	16,005.50	**16,005**			
		-		-	-			
13 12 00	**Metal Buildings**	-		-	-	**725,805**	**10.29**	
	Pre-Engineered Metal Building	1.0	Subquote	734,740.00	**734,740**			
	Alternate D.01 - Use Chief MSC roof panels vs. MVP roof panels	1.0	LSum	(8,935.00)	**(8,935)**			
	Design Calculations	-	Included	-	-			
	Structural Framing	-	Included	-	-			
	Metal Exterior Wall Panels	-	Included	-	-			
	Standing Seam Roof Panels	-	Included	-	-			
	Interior Liner Panels	-	Included	-	-			
		-		-	-			
13 15 00	**Swimming Pools**	-		-	-	**2,046,100**	**29.02**	
	11 99 00 Pool Equipment Room Equipment	-		-	-			
	Swimming Pools Subcontract Amount	1.0	Subquote	1,915,000.00	**1,915,000**			
	Alternate #2B - Add Play Structure at Pool	1.0	Subquote	95,000.00	**95,000**			
	Alternate #2H - Add Water Table Play Feature	1.0	Subquote	21,600.00	**21,600**			
	Leisure Pool	-	Included	-	-			
	Water Slide & Stairs	-	Included	-	-			
	Piers for slide support	-	w/ 03 30 00	-	-			
	Lap Pool	-	Included	-	-			
	Spray Play Device	-	Included	-	-			
	Structural Floor at Pools	-	Included	-	-			
	Piers for pool support	-	w/ 03 30 00	-	-			
		-		-	-			
	Remove Safety and Maintenance Equipment	-	Not Included	-	-			
		-		-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Hoist in Equipment Room	1.0	Each	12,000.00	**12,000**			
		-		-	-			
	Waterproofing in Surge Tank	-	Xypex	-	-			
	Tank Access Hatch	-	Not Req'd	-	-			
	Heat Exchangers	-	w/ 20 00 00	-	-			
	Pool Fill Water	1.0	LSum	2,500.00	**2,500**			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Change Controller to BecSys 5	-	Included	-	-			
	Add 2 pipe Deluges	-	Included	-	-			
	Remove kids play structure	-	Alternate	-	-			
		-		-	-			
14 24 00	**Hydraulic Elevators**	-		-	-	**64,900**	**0.92**	
	Running Track Access	1.0	Each	64,900.00	**64,900**			
		-		-	-			
14 80 00	**Temporary Scaffolding**	-		-	-	**52,932**	**0.75**	
	Temporay Scaffolding at Natatorium	-		-	-			
	Setup and 1 month Rental	1.0	Subquote	42,863.08	**42,863**			
	Second months rental	1.0	Subquote	10,068.93	**10,069**			
	Removal	-	Included	-	-			
		-		-	-			
23 00 00	**Mechanical**	-		-	-	**3,433,053**	**48.69**	
	Mechanical Subcontract Amount	1.0	Subquote	3,400,400.00	**3,400,400**			
	Mechanical	-		-	-			
	Recreation Center	-	Included	-	-			
	Fieldhouse	-	Included	-	-			
	Gymnasium	-		-	-			
	- Air cooled DX cooling	-	Included	-	-			
	- Natural gas heating section	-	Included	-	-			
	- Variable volume supply fan	-	Included	-	-			
	- Internal isolation	-	Included	-	-			
	- Airside economization	-	Included	-	-			
	Natatorium	-		-	-			
	Innovent air handling unit	-	Included	-	-			
	- Air cooled DX cooling	-	Included	-	-			
	- Natural gas heating section	-	Included	-	-			
	- Variable volume supply fan	-	Included	-	-			
	- Internal isolation	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	- Airside economization	-	Included	-	-			
	- Dehumidification control	-	Included	-	-			
	Locker Rooms, Fitness Areas, Kids Zone	-		-	-			
	VAV terminal units for interior zones.	-	Included	-	-			
	Fan-powered VAV terminal units with electric reheat	-	Included	-	-			
	High volume, low speed ceiling circulation fans	-	Included	-	-			
	Electric cabinet unit heaters for stair towers and main building entries	-	Included	-	-			
	Electric unit heaters for back of house heating requirements	-	Included	-	-			
	Roof mounted general exhaust fans to serve lockers and restroom exhaust.	-	Included	-	-			
	Supply and return duct sound attenuators	-	Included	-	-			
	Low pressure spiral duct distribution in the gymnasium and natatorium	-	Included	-	-			
	Split Systems	-	Included	-	-			
	General exhaust duct distribution routed to restrooms	-	Included	-	-			
	Grease Exhaust at Kitchen	-	Excluded	-	-			
	Grease waste and grease trap	-	Excluded	-	-			
	Combustion air and flue vent duct for pool boilers	-	Included	-	-			
		-		-	-			
	Add Flow Fill at Underground Duct	50.8	CuYds	268.39	**13,634**			
	Protect floor diffusers during construction	41.0	Each	122.14	**5,008**			
		-		-	-			
	Plumbing	-		-	-			
	Under floor sanitary sewer piping of PVC plastic.	-	Included	-	-			
	Under floor storm sewer piping of PVC plastic.	-	Included	-	-			
	Above floor waste and vent piping NH cast iron.	-	Included	-	-			
	Above floor storm drain piping NH cast iron.	-	Included	-	-			
	Above floor domestic water piping Type L copper	-	Included	-	-			
	Gas piping of schedule 40 steel.	-	Included	-	-			
	Condensate drain piping	-	Included	-	-			
	Piping insulation domestic hot and cold water, horizontal storm piping and roof d	-	Included	-	-			
	Heating equipment hook-ups	-	Included	-	-			
		-		-	-			
	Place Rat Slab at Trench Drains	1,354.0	SqFt	5.00	**6,770**			
	Temporary Trench Drain Covers during construction	677.0	LnFt	10.70	**7,241**			
		-		-	-			
	Test & Balance	-	Included	-	-			
	Temp Controls	-	Included	-	-			
	Chemical Treatment	-	Included	-	-			
	Sheet Metal Insulation	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Building Envelope Testing	-		-	-			
	Thermal	-	By Owner	-	-			
	Pressure	-	By Owner	-	-			
	Seismic Restraints	-	Excluded	-	-			
	Hoisting	-	Included	-	-			
	MEP Coordination	-		-	-			
	Mechanical Document Review	-	w/ GC's	-	-			
	Mechanical RFP's & Value Analysis	-	w/ GC's	-	-			
	Mechanical Construction Coordination / Clash Detection	-	w/ GC's	-	-			
	Mechanical System Inspections, Start-Up & Checkout Coordination	-	w/ GC's	-	-			
	HVAC and Temperature Control System Commissioning	-	By Owner	-	-			
		-		-	-			
21 10 00	**Fire Suppression System**	-		-	-	**183,976**	**2.61**	
	Fire Suppression System Subcontract Amount	1.0	Subquote	183,976.00	**183,976**			
	Fire Sprinkler System - Wet	-	Included	-	-			
	Fieldhouse Sprinkler System	-	Included	-	-			
	BIM Coordination - By Sub	-	Included	-	-			
	Exterior Canopies - Dry System	-	Included	-	-			
	Pre-Action/Foam Systems	-	Excluded	-	-			
		-		-	-			
26 00 00	**Electrical**	-		-	-	**2,016,385**	**28.60**	
	Electrical Subcontract Amount	1.0	Subquote	2,005,050.00	**2,005,050**			
	Alternate #2A - Add Pool Patio	1.0	LSum	3,100.00	**3,100**			
	Alternate #6C - Add Divider Curtain & Scoreboards at Gym	1.0	LSum	2,500.00	**2,500**			
	Alternate #7B - Add Scoreboards at Fieldhouse	1.0	LSum	1,000.00	**1,000**			
	Alternate #7C - Add Teledata Calbing in Fieldhouse for WAPS	1.0	LSum	1,320.00	**1,320**			
	Alternate #7D - Add AV System in Fieldhouse	1.0	LSum	415.00	**415**			
		-		-	-			
	Electrical / Fire Alarm	-		-	-			
	Fieldhouse Electrical	-	Included	-	-			
	Service and Distribution	-	Included	-	-			
	Light & Controls	-	Included	-	-			
	Conduit, wire, and controls for art lighting	-	As Shown	-	-			
	Branch Power and Receptacles	-	Included	-	-			
	Mechanical & Pool Equipment	-	Included	-	-			
	Fire Alarm	-	Included	-	-			
	Lightning Protection	-	Included	-	-			
	Rough-In for Teledata, AV, Security	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Site Lighting	-	Included	-	-			
	Site Infrastructure	-	Included	-	-			
	Site Lighting & Power - Roadway	-	Included	-	-			
	Site Branch Wiring	-	Included	-	-			
	Charging Stations	-	By XCEL	-	-			
	Signage Connection	-	Included	-	-			
	Bi Directional Amplification (DAS)	-	Included	-	-			
	Bi Directional Amplification (Cellular)	-	Excluded	-	-			
	BIM Modeling & General Conditions	-	Included	-	-			
	Temporary Power	-	Included	-	-			
	Temporary Power - Concrete Trailer Connection	1.0	LSum	3,000.00	**3,000**			
	Temp Electrical Service Temporary Transformer	-	w/ GC's	-	-			
	Add power at shower and faucet sensors	-	Per Plans	-	-			
	Utility Company Fees and Permanent XFMR	-	By Owner	-	-			
	Teledata Service/Pullbox/Conduit to Building	-	By Owner	-	-			
	Generator	-	Excluded	-	-			
	Seismic Restraints	-	Excluded	-	-			
	Engineering of Supports	-	Excluded	-	-			
	MEP Coordination	-		-	-			
	Electrical Document Review	-	w/ GC's	-	-			
	Electrical RFP's & Value Analysis	-	w/ GC's	-	-			
	Electrical Construction Coordination / Clash Detection	-	w/ GC's	-	-			
	Electrical System Inspections, Start-Up and Checkout Coordination	-	w/ GC's	-	-			
	Electrical System Commissioning	-	By Owner	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Change lighting in Multi Purpose w/ Ceiling change	-	Alternate	-	-			
	Reduce quantity of pedestrian lights 14 to 7	-	Per Plans	-	-			
		-		-	-			
27 00 00	**Communications & Audio Visual Systems**	-		-	-	**439,432**	**6.23**	
	Teledata	1.0	Subquote	182,483.00	**182,483**			
	Alternate #7C - Add Teledata in Fieldhouse	1.0	LSum	7,794.00	**7,794**			
		-		-	-			
	Fieldhouse	-	Included	-	-			
	Design	-	By Architect	-	-			
	Coax Cabling	-	Included	-	-			
	Data Cabling Cat6, Fiber	-	Included	-	-			
	Equipment Racks	-	Included	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Drops, patch cables, jacks, wallplates, etc.	-	Included	-	-			
	Cabling for cameras and access control	-	Included	-	-			
	WAP's - Supply and Install	-	Included	-	-			
	Network Servers, etc.	-	By Owner	-	-			
		-		-	-			
	Audio Visual Systems	1.0	Subquote	238,191.00	**238,191**			
	Alternate #6C - Add Divider Curtain in Gym	1.0	Subquote	3,569.00	**3,569**			
	Alternate #7D - Add AV System in Fieldhouse	1.0	Subquote	7,395.00	**7,395**			
		-		-	-			
	Design	-	By Architect	-	-			
	Group Exercise - AV and Speakers	-	Included	-	-			
	Background Music System - Entire Building	-	Included	-	-			
	TV's/Mounts/Cabling	-	Included	-	-			
	Digital Signage System	-	Included	-	-			
	Child Watch - AV	-	Included	-	-			
	Gym - Speakers	-	Included	-	-			
	Fitness - AV	-	Included	-	-			
	Leisure Pool - Speakers	-	Excluded	-	-			
	Multi-Purpose - AV and Speakers	-	Included	-	-			
	Assisted Listening	-	Excluded	-	-			
	PA System	-	Included	-	-			
	Rough-in Boxes & Conduit	-	w/ 26 00 00	-	-			
		-		-	-			
	DAS System	-	w/ 26 00 00	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Remove Tele/Data Cabling at Fieldhouse	-	Alternate	-	-			
	Remove AV at Fieldhouse	-	Alternate	-	-			
	AV System Target Savings	-	Per Plans	-	-			
		-		-	-			
28 00 00	**Electronic Safety and Security**	-		-	-	**94,048**	**1.33**	
	Electronic Safety and Security Subcontract Amount	1.0	Subquote	36,490.00	**36,490**			
	Security - Head-end and Cabling	-	Included	-	-			
	Fieldhouse	-	Included	-	-			
	Design	-	By Owner	-	-			
	Cameras	-	Included	-	-			
	Fieldhouse	-	Included	-	-			
		-		-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Intrusion Detection	-	Excluded	-	-			
		-		-	-			
	Access Control Subcontract	1.0	Subquote	57,558.00	**57,558**			
	Access Control	-	Included	-	-			
	Electrified Door Hardware Supply & Install	-	w/ 08 90 00	-	-			
	Rough-in Boxes & Conduit	-	w/ 26 00 00	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Remove Card Readers at Fieldhouse	-	Per Plans	-	-			
		-		-	-			
30 04 70	**Construction Surveying**	-		-	-	**80,910**	**1.15**	
	Surveying - Site Related	1.0	LSum	22,000.00	**22,000**			
	Survey Control / Benchmark Verification / Initial Site Verification (Assume 20 Ma	1.0	LSum	2,537.23	**2,537**			
	Rough Grading (Site Perimeter Every 50' and Then 50' x 50' Grid)	497.0	PTS	10.57	**5,254**			
	Detached Sidewalks (Every 25' Single Side Up to 8' Wide + 4 at Each Major Curve	184.0	PTS	10.57	**1,945**			
	Curb and Gutter (Every 25' + 4 Points at Corners)	572.0	PTS	10.57	**6,047**			
	Waterline (Every 50' of Line + 1 at Each Valve, Connection, Tee + 2 at Angles and	145.0	PTS	10.57	**1,533**			
	Sanitary Sewer (Every 50' of Line + 1 at Each Connection, 2 at Angles and Manhol	52.0	PTS	15.86	**825**			
	Storm Sewer (Every 50' of RCP + 2 at Angles, Manholes, FES, Inlets)	58.0	PTS	14.10	**818**			
	Asphalt Bluetops (Every 25' Along Centerline of Drives and Perimeter of Parking A	65.0	PTS	18.12	**1,178**			
	Light Poles (1 Centerline and 2 Offset Points per Pole)	90.0	PTS	10.57	**951**			
	Retaining Wall (Every 25' of Wall + 1 Point at All Top and Bottom of Wall Steps)	-	Not Req'd	-	-			
	Silt Fence (Every 50')	172.0	PTS	15.86	**2,728**			
	Fences (Every 50')	3.0	PTS	12.69	**38**			
	Site Enclosures (Mechanical, Generator and Bulk Yard 2 Points at Each Corner)	16.0	PTS	15.86	**254**			
	Slope Stakes for Pond (3 Points per Corner + 25' Perimeter + 1 Point per New Co	20.0	PTS	21.14	**423**			
	Concrete Plaza Layout (Every 25' Perimeter + Centerline for grates, radius point,	20.0	PTS	15.86	**317**			
	Electrical Lines	-		-	-			
	Primary Service	-	By Owner	-	-			
	Secondary and Lighting Lines (Every 50')	2.0	PTS	8.46	**17**			
	Gas Lines	-	By Owner	-	-			
	Monument Signs (2 Points per Corner)	8.0	PTS	8.46	**68**			
	Pond Area Improvement Stakes (Every 25' Trickle Channel + 4 per Headwall, Rip I	20.0	PTS	14.10	**282**			
	Re-Staking Allowance for Site Stakes (20% of Points at 10 Points per Hour)	385.0	PTS	14.19	**5,463**			
	Surveying - Building Related	-		-	-			
	Building Pad Excavation (Building Perimeter Every 50' + 2 Stakes per Major Corne	43.0	PTS	21.14	**909**			
	Building Gridlines (2 Points at Every Intersection + 2 Benchmarks per Level)	115.0	PTS	15.86	**1,824**			
	Building Corners (2 per Corner)	18.0	PTS	21.14	**381**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Calculations (For Points Above, Assume 40 HRS as Standard)	40.0	Hours	126.86	**5,074**			
	Surveying - Submittals	-		-	**-**			
	Utility As-Built	2.0	LSum	2,750.00	**5,500**			
	Site Improvement As-Built Survey	1.0	LSum	3,850.00	**3,850**			
	Detention Pond Certification	1.0	LSum	2,750.00	**2,750**			
	Second Survey (Certified from Outside Consultant)	1.0	LSum	2,200.00	**2,200**			
	Existing Topographic Survey	-	By Owner	-	**-**			
	Foundation Certification	-	Assumes None	-	**-**			
	Improvement Plat / Completion Certificate	-	By Owner	-	**-**			
	Surveying - Other Misc	-		-	**-**			
	Survey Equipment (Total Station, Levels, Transit, etc)	-	Included	-	**-**			
	Surveyor Mob. / Travel Time (On Average Include 1 HR per Trip)	28.0	Trips	125.76	**3,521**			
	Surveyor Truck	292.0	Hours	7.62	**2,224**			
		-		-	**-**			
31 30 00	**Earthwork**	-		-	**-**	**1,349,357**	**19.14**	
	Earthwork Subcontract Amount	1.0	Subquote	1,037,783.00	**1,037,783**			
	Mobilization	-	Included	-	**-**			
	Traffic Control	1.0	LSum	2,000.00	**2,000**			
	Temporary Barricades	1.0	LSum	1,000.00	**1,000**			
	Site Preparation	-		-	**-**			
	Site Demolition Including Haul-Off	-	None	-	**-**			
	Miscellaneous Demo at Street Cut	-	Included	-	**-**			
	Protection of Existing Trees	-	None	-	**-**			
	Clear and Grub	-	Included	-	**-**			
	Removal of Agricultural Crops	-	Excluded	-	**-**			
	Strip and Stockpile Topsoil	-	Included	-	**-**			
	Re-spread Topsoil	-	Included	-	**-**			
	Place Topsoil in Islands	-	Included	-	**-**			
	Import Topsoil	-	Excluded	-	**-**			
	Removal of Surface and Subsurface Improvements	-	Excluded	-	**-**			
	Fire Access Road	-	w/ Paving	-	**-**			
	Temporary Staging Area - Building Trailers	8,000.0	SqFt	1.10	**8,800**			
	Temporary Staging Area - Road Trailers	7,800.0	SqFt	1.10	**8,580**			
	Access road to detention ponds	-	w/ 33 66 00	-	**-**			
	Crane Access Runway	12,000.0	SqFt	1.50	**18,000**			
	Refresh of Above (1 Refresh)	8,000.0	SqFt	1.00	**8,000**			
	Removal of Tower Crane Concrete Foundation	-	Assumes Abandoned	-	**-**			
	Earthwork	-		-	**-**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Overlot Grading - Cuts and Fills	-	Included	-	-			
	Mass Building Excavation	-		-	-			
	12' Over-excavate & Re-compact at Building	-	Included	-	-			
	Select Fill at Building	-	Included	-	-			
	Rock Excavation	-	Excluded	-	-			
	Finish Grade Site	-	Included	-	-			
	Grade for Pavement	-	Included	-	-			
	Lime Treated Subgrade	-	Excluded	-	-			
	2' Over-excavate & Re-compact at Site Flatwork	-	Included	-	-			
	2' Over-excavate & Re-compact at Site Paving	-	Included	-	-			
	2' Over-excavate & Re-compact at Site Asphalt	-	Included	-	-			
	Remove & Re-compact Soft Spots	2.0	Allowance	2,000.00	**4,000**			Allowance
	Import / Place Fill	-	Excluded	-	-			
	Export Surplus	-	Excluded	-	-			
	Export Surplus - Premium for Coal Based Fill Haul Off	-	Not Included	-	-			
	Export Surplus - Premium for Asbestos Containing Material	-	Excluded	-	-			
	Street Cleaning	-	w/ 31 31 20	-	-			
	Dust Control	6.0	Months	6,175.08	**37,050**			
	Weather Conditions	-	w/ 01 50 30	-	-			
	Structural Excavation and Backfill	-		-	-			
	Structural Excavation for Footings & Walls	-	Included	-	-			
	Structural Excavation for Pump Pit	-	Included	-	-			
	Hand Excavation	60.0	CuYds	62.82	**3,769**			
	Machine Backfill - Hand Compact	-	Included	-	-			
	Backfill at Pool Perimeter	1.0	Subquote	43,200.00	**43,200**			
	Excavation for Site Retaining Walls	-	Not Req'd	-	-			
	Fine Grade under Slabs	-	Included	-	-			
	Granular Base at Slab-on-Grade	-	Included	-	-			
	Remove & Dispose of Buried Unsuitable Materials	-	N.I.C.	-	-			
	Pump & Bail	-	w/ 31 31 20	-	-			
	Earthwork Equipment	-		-	-			
	Skid Steer Loader	14.0	Months	4,556.25	**63,788**			
	Compaction Equipment	-		-	-			
	Compaction Equipment (Jumping Jack)	7.0	Months	691.25	**4,839**			
	Compaction Equipment (Tamper Plate)	7.0	Months	937.50	**6,563**			
	Temporary Erosion Control	-		-	-			
	Silt Fence	-	w/ 31 31 20	-	-			
	Erosion Control Blankets	-	w/ 31 31 20	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Seeding & Straw Mulch	-	w/ 31 31 20	-	-			
	Inlet Protection	-	w/ 31 31 20	-	-			
	Straw Wattles	-	w/ 31 31 20	-	-			
	Initial Diversion Ditch	-	Included	-	-			
	Initial Temporary Sediment Basin (West)	-	Included	-	-			
	Initial Temporary Sediment Basin (East)	-	Included	-	-			
	Vehicle Tracking Control Mat	-	Included	-	-			
	Maintain Tracking Control	18.0	Months	1,500.00	**27,000**			
	Surface Roughening	-	Seeded	-	-			
	Rock & Wire Check Dams	20.0	Each	315.00	**6,300**			
	Maintain Erosion Control	-	w/ 31 31 20	-	-			
	Erosion Control Periodic Inspections	-	w/ 31 31 20	-	-			
	Site Foreman	18.0	Weeks	3,538.08	**63,685**			
	Safety	-	w/ 01 50 00	-	-			
	Site Consumable Supplies	1.0	LSum	5,000.00	**5,000**			
		-		-	-			
31 31 20	**Temporary Erosion Control**	-		-	-	**205,448**	**2.91**	
	Temporary Erosion Control	-		-	-			
	Silt Fence	-		-	-			
	Plow Installed	-	Included	-	-			
	Erosion Control Blankets	-		-	-			
	Coco (including seeding)	15,550.0	SqFt	0.27	**4,199**			
	Seeding & Straw Mulch	8.1	Acres	700.00	**5,674**			
	Inlet Protection	-		-	-			
	Rock Sack	-	Included	-	-			
	Inlet Protection	-	Included	-	-			
	Check Dams	-	Included	-	-			
	Hay Bales	1,048.0	LnFt	10.00	**10,480**			
	Straw Wattles	2,500.0	LnFt	4.60	**11,500**			
	Vehicle Tracking Control Mat	-	w/ 31 30 00	-	-			
	Surface Roughening	-	w/ 31 30 00	-	-			
	Rock & Wire Check Dams	-	w/ 31 30 00	-	-			
	Temp Sediment Basin & Water Quality Riser	-	w/ 31 30 00	-	-			
	Tire Cleaning Locations	-		-	-			
	Install Concrete Pits	1.0	LSum	15,714.06	**15,714**			
	Maintenance & Removal	-		-	-			
	Maintenance Including Subcontractor Work	20.8	Months	4,326.55	**89,956**			Allowance
	Concrete Washout Maintenance, Removal & Haul off	1.0	LSum	7,439.66	**7,440**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Street Cleaning & Maintenance	10.0	Months	857.09	**8,571**			Allowance
	Skid Steer Loader w/ broom attachment	3.0	Months	5,762.50	**17,288**			
	Sweeper	4.0	Weeks	500.00	**2,000**			
	Pump & Bail	8.0	Months	2,237.58	**17,901**			
	Erosion Control Periodic Inspections (1 per Week)	90.1	Inspections	125.00	**11,262**			Allowance
	Additional Trips Due to Weather Events (16 Events per Year)	27.7	Inspections	125.00	**3,465**			Allowance
		-		-	**-**			
32 58 00	**Lightpole Bases**	-		-	**-**	**8,800**	**0.12**	
	Place Pole Bases	-	w/ 32 13 13	-	**-**			
	Drill Light Pole Bases	44.0	Each	200.00	**8,800**			
		-		-	**-**			
31 12 16	**Asphalt Paving**	-		-	**-**	**1,014,324**	**14.39**	
	Asphalt Paving Subcontract Amount	1.0	Subquote	695,096.00	**695,096**			
	Alternate J.01 - Add Lime treatment under roadway	1.0	LSum	88,462.00	**88,462**			
	Alternate J.02 - Add Lime treatment under parking lot	1.0	LSum	216,038.00	**216,038**			
	Parking/Drives - 5" HMA + 6" Base (2021 Work)	-	Included	-	**-**			
	Fire Lanes (SOUTH) - 5" HMA + 6" Base (2020 Work)	-	Included	-	**-**			
	Fire Lanes (NORTH) - 5" HMA + 6" Base (2020 Work)	-	Included	-	**-**			
	Entry Drive - 5" HMA + 6" Base (2020 Work)	-	Included	-	**-**			
	12" Scarify and Recompact	-	Included	-	**-**			
	Manhole / Water Valve Adjustments	-	Included	-	**-**			
	Mobilizations	-	Included	-	**-**			
		-		-	**-**			
	Asphalt Path - Cross Pan at Harvest Road	-	Included	-	**-**			
	Repair Asphalt Paving - Entry Drive	1.0	LSum	3,860.00	**3,860**			
	Repair Asphalt Paving - Parking Lot	1.0	LSum	10,867.50	**10,868**			
		-		-	**-**			
32 13 13	**Concrete Paving**	-		-	**-**	**598,572**	**8.49**	
	Concrete Paving Subcontract Amount	1.0	$	574,286.90	**574,287**			
	Alternate #2A - Add Pool Patio	1.0	Subquote	9,660.38	**9,660**			
	Concrete Paving	-		-	**-**			
	6" Concrete Paving - Transformer Pad	-	Included	-	**-**			
	6" Concrete Paving - North Loading Areas	-	Included	-	**-**			
	6" Concrete Paving - Raised Crosswalk	-	Included	-	**-**			
		-		-	**-**			
	Cross Pan	-		-	**-**			
	Harvest Road Entrance	-	Included	-	**-**			
		-		-	**-**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	New Curb and Gutter	-		-	-			
	Curb and Gutter 24" Complete - New Drive and Parking	-	Included	-	-			
	Curb and Gutter 24" Complete - Curb cut at Harvest Road	-	Included	-	-			
	Curb Chases at Parking Lot Islands	-	Included	-	-			
	Trickle Channel at Pond A	-	Included	-	-			
	Trickle Channel at Pond B	-	Included	-	-			
		-		-	-			
	New Sidewalks	-		-	-			
	Standard Sidewalks 4" Complete - Building Frontage	-	Included	-	-			
	Standard Sidewalks 4" Complete - Parking Lot	-	Included	-	-			
	Standard Sidewalks 4" Complete - Path to Harvest	-	Included	-	-			
		-		-	-			
	Plaza Paving - Main Entrance	-	w/ Above	-	-			
	Plaza Paving - Pool Patio	-	Add Alternate	-	-			
	Plaza Paving - West Patio	-	Included	-	-			
	Separation wall at west patio	-	Not Req'd	-	-			
	Footing at wall	-	Not Req'd	-	-			
		-		-	-			
	Handicap Ramps	-		-	-			
	Handicap Ramps - Sitework	-	Included	-	-			
	Detectable Surface at Handicap Parking	-	Included	-	-			
	Handicap Ramps - Harvest Road	-	Included	-	-			
		-		-	-			
	Stairs at West Patio	-	Not Req'd	-	-			
		-		-	-			
	Landscape Curbs	-		-	-			
	Landscape Curb 0'-6"	-	Included	-	-			
		-		-	-			
	Replace damaged curbs before final paving	1.0	LSum	9,500.00	**9,500**			
	Joint Sealants in Site Paving	2,500.0	SqFt	0.25	**625**			
	Traffic Control at Harvest Road Concrete	1.0	LSum	4,500.00	**4,500**			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Change landscape curbs to metal vs. concrete	-	Alternate	-	-			
		-		-	-			
32 17 23	**Pavement Markings**	-		-	-	**2,500**	**0.04**	
	Parking Spaces	-	w/ 31 12 16	-	-			
	Handicap Stalls	-	w/ 31 12 16	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Cross Walks	-	w/ 31 12 16	-	-			
	Roadway Striping - Edges of Entrance Drive - 4" Cont. White	-	w/ 31 12 16	-	-			
	Miscellaneous Striping	1.0	LSum	2,500.00	**2,500**			
	Thermoplastic Markings	-	NA	-	-			
		-		-	-			
32 82 00	**Fences and Gates**	-		-	-	**22,665**	**0.32**	
	Alternat #2A - Wire Mesh Fence - Pool Patio	1.0	Subquote	11,525.00	**11,525**			
	Gates 3'-0" Wide	-	w/ Above	-	-			
	Panics on Gates	-	w/ Above	-	-			
	Core Drill in Concrete	-	w/ Above	-	-			
		-		-	-			
	Wire Mesh Fence - Slide Base	1.0	Subquote	11,140.00	**11,140**			
	Gates 3'-0" Wide	-	Included	-	-			
		-		-	-			
	Fence at West Patio	-	Excluded	-	-			
		-		-	-			
32 82 50	**Site Enclosures**	-		-	-	**8,700**	**0.12**	
	Trash Enclosure	-		-	-			
	Footings	87.0	LnFt	100.00	**8,700**			
	Walls - CMU	-	w/ 04 20 00	-	-			
	Gates	-	w/ 05 50 00	-	-			
	Transformer Enclosure	-	Not Req'd	-	-			
		-		-	-			
32 83 00	**CIP Retaining Walls**	-	None	-	-	-	-	
		-		-	-			
32 83 40	**Modular Retaining Walls**	-	None	-	-	-	-	
		-		-	-			
32 89 50	**Site Signage**	-		-	-	**45,102**	**0.64**	
	Stop Sign	6.0	Each	245.00	**1,470**			
	Post Mounted Site Signage	33.0	Each	155.00	**5,115**			
	Handicap Parking Signs w/ Bollard Bases	8.0	Each	695.00	**5,560**			
		-		-	-			
	Signage Subquote	1.0	Subquote	26,057.00	**26,057**			
	Monument Sign - Sign Along Entrance Drive	-	Included	-	-			
	Building Mounted Signage - Lettering & Address	-	Included	-	-			
		-		-	-			
	Permanent Barricade at Dead End	1.0	LSum	4,500.00	**4,500**			
	Removable Bollards at Fire Lane (Not Shown)	3.0	Each	800.00	**2,400**			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
		-		-	-			
32 90 00	**Landscaping**	-		-	-	**618,001**	**8.77**	
	Landscaping & Irrigation Complete	1.0	Subquote	591,890.00	**591,890**			
	Alternate #1E - Change Entry Landscaping	1.0	Subquote	(4,025.00)	**(4,025)**			
	Alternate #2A - Add Pool Patio	1.0	Subquote	3,879.00	**3,879**			
	Irrigation System	-	Included	-	-			
	Irrigation System - Seeded Areas	-	w/ Above	-	-			
	Landscaping Plantings	-	Included	-	-			
	Soil Prep at All Areas	-	Included	-	-			
	Garden Area at Front Entry	-		-	-			
	Crusher Fines Trails w/ Edge Restraints	-	Included	-	-			
	Irrigation System	-	Included	-	-			
	Irrigation Design	-	Excluded	-	-			
	Backflow Preventer	-	Included	-	-			
	Soil Preparation	-	Included	-	-			
	Seeding	-		-	-			
	Seeding - Site Native Areas	-	Included	-	-			
	Seeding of Disturbed Areas - Utility Lines	22,350.0	SqFt	0.09	**2,079**			
	Temporary Irrigation for Seeded Areas	-	w/ Irrigation Above	-	-			
	Re-Seeding	2.0	LSum	8,000.00	**16,000**			
	Sodding	-	Included	-	-			
	Trees, Shrubs and Ground Cover	-	Included	-	-			
	Trees as Shown	-	w/ Plantings	-	-			
	Plantings	-	w/ Mulch Above	-	-			
	Mobilization	-	Included	-	-			
	Mulch w/ Weed Control Fabric	-		-	-			
	Sand Play Area	-	None	-	-			
	Stabilized Crusher Fines - Trail to Street	-	w/ 32 13 13	-	-			
	Boulders	-	Included	-	-			
	Planter Pots	-	w/ 32 87 00	-	-			
	Maintenance through Final Acceptance	4.0	Weeks	2,044.54	**8,178**			
	Extended Maintenance	-	Excluded	-	-			
		-		-	-			
	Accepted Design Development VE	-		-	-			
	Soil prep at roadway seeded areas	-	Included	-	-			
	Underground irrigation at roadway seed areas	-	Included	-	-			
	Target landscape reduction	-	Per Plans	-	-			
	Change road irrigation to above ground	-	Excluded	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Change landscape curbs to metal vs. concrete	-	Alternate	-	-			
		-		-	-			
33 50 00	**Site Utilities**	-		-	-	**1,510,384**	**21.42**	
	Site Utilities Subcontract Amount	1.0	Subquote	1,487,934.00	**1,487,934**			
	Mobilization	-	Included	-	-			
	Temporary Erosion Control	-		-	-			
	Check Dams	-	w/ 31 30 00	-	-			
	Inlet Protection	-	w/ 31 31 20	-	-			
	Temporary Water Quality Riser	-	w/ 31 30 00	-	-			
	Riprap	-	w/ 33 66 00	-	-			
	Water Distribution Systems	-		-	-			
	12" Water Main - PVC	-	Included	-	-			
	12" Gate Valves and Box	-	Included	-	-			
	Domestic Water Service	-		-	-			
	2" Water Service	-	Included	-	-			
	◦ Curb Stop & Box	-	Included	-	-			
	Domestic Water Tap	-	Included	-	-			
	2" Domestic Water Meter Setter & Pit	-	Included	-	-			
	2" Domestic Water Meter	-	Included	-	-			
	Fill, Flush & Pressure Test	-	Included	-	-			
	Fire Service	-		-	-			
	Connect to Existing - 6" Wet Tap & Tapping Valve	-	Included	-	-			
	6" Fire Service	-	Included	-	-			
	6" Fire Hydrant Service	-	Included	-	-			
	Fire Hydrant Assemblies	-	Included	-	-			
	Fire Line to First Flange	-	Included	-	-			
	Fill, Flush & Pressure Test	-	Included	-	-			
	Irrigation Service	-	Included	-	-			
	Sanitary Sewerage Systems	-		-	-			
	8" PVC Sanitary Sewer	-	Included	-	-			
	4' Dia Sanitary Sewer Manholes	-	Included	-	-			
	Cleanouts	-	Included	-	-			
	Connect to Existing Manhole w/ Core Drill	-	Included	-	-			
	Plugs, Bends, Connections, Etc	-	Included	-	-			
	Test & Inspect Sewer Lines	-	Included	-	-			
	Gas Distribution	-		-	-			
	Gas Service and Meter	-	By Owner	-	-			
	Detention Ponds / Rain Gardens / Water Quality Structures	-	w/ 33 66 00	-	-			

Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project 70,506			Comments
					Amount	CSI Sec. Total	Cost/SF	
	Storm Sewerage System	-		-	-			
	36" RCP Storm	-	Included	-	-			
	30X19 RCP Storm	-	Included	-	-			
	30" RCP Storm	-	Included	-	-			
	24" RCP Storm	-	Included	-	-			
	18" RCP Storm	-	Included	-	-			
	15" RCP Storm	-	Included	-	-			
	12" RCP Storm	-	Included	-	-			
	PVC Storm Cleanouts	-	Included	-	-			
	10" Roof Drain Lines	-	Included	-	-			
	6/8" Storm	-	Included	-	-			
	Roof Drain Connections	-	Included	-	-			
	Jet and Camera Storm Lines	-	Included	-	-			
	4' Dia Storm Sewer Manholes	-	Included	-	-			
	18" Nyoplast Drain Basins (Area Drain)	-	Included	-	-			
	5' Type R Inlet	-	Included	-	-			
	Flared End Section - FES	-	Included	-	-			
	Connect to Existing Manhole w/ Core Drill	-	Included	-	-			
	Pond Dissipation Structures	-	Included	-	-			
	Pond Outlet Structures	-	Included	-	-			
	Steel at Outlet Structure	-	Included	-	-			
	Connect Drains	-	Included	-	-			
	Gravel roadway for sanitary line maintenance	11,600.0	SqFt	1.25	**14,500**			Allowance
	Private Locates	8.0	Hours	100.00	**800**			
	Adjust Structures for Pavement Final Grade	10.0	Each	515.00	**5,150**			
	Export Utility Spoils	100.0	CuYds	20.00	**2,000**			
		-		-	-			
33 62 00	**Foundation Drain System**	-		-	-	-	-	
	Foundation Drain	-	Excluded	-	-			
		-		-	-			
33 66 00	**Storm Water Detention / Water Quality Systems**	-		-	-	-	-	
	Detention Pond	-		-	-			
	Machine Excavation	-	w/ 31 30 00	-	-			
	Trickle Channel	-	w/ 32 13 13	-	-			
	Outlet Structure	-	w/ 33 50 00	-	-			
	Access road to detention ponds	-	w/ 31 30 00	-	-			
	Rip Rap - Weirs	-	w/ 33 50 00	-	-			
	Seed/Vegitate Pond	-	w/ 32 90 00	-	-			

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Section Number	Description	Total Project Quantity	Unit	Unit Cost	Total Project Amount	Total Project CSI Sec. Total	70,506 Cost/SF	Comments
		-		-	-			
34 89 00	Traffic Signals	-	Not Included	-	-	-	-	
		-		-	-			
	.	-		-	-			
	SUBTOTALS				28,438,030	28,438,030	403.34	
	General Conditions				2,757,737	2,757,737	39.11	
	Estimating Reserve				275,000	275,000	3.90	For Addendum B and Civil Permit Changes
	Construction Contingency				853,150	853,150	12.10	
	Escalation Contingency				-	-	-	Not Included
	Design Contingency				-	-	-	Not Included
	Owner Contingency				-	-	-	Not Included
	Commercial Insurance				324,896	324,896	4.61	Commercial Insurance Premium (GLI, Auto, Pollution & Professional Liab)
	Additional Insurance					w/ Above	-	
	Builders Risk Insurance				70,424	70,424	1.00	
	Builders Risk Insur on Owner Items				-	-	-	Not Included
	Payment & Performance Bond				200,688	200,688	2.85	
	Subcontractor Default Insurance / Bonds				343,631	343,631	4.87	
	Permit & Plan Check Fees							
	General Permit & Plan Check Fees				-	-	-	Not Included
	Mechanical Permit & Plan Check Fees				-	-	-	Not Included
	Electrical Permit & Plan Check Fees				-	-	-	Not Included
	Fire District Permit & Plan Check Fees				-	-	-	Not Included
	Miscellaneous Permits and Fees				5,000	5,000	0.07	
	Use Tax				-	-	-	County, City Exempt
	SUBTOTAL				33,268,555	33,268,555	471.85	
	Overhead & Profit				931,520	931,520	13.21	
	Preconstruction Services				-		-	Previously Contracted
	CONSTRUCTION TOTAL COST				34,200,074	34,200,074	485.07	

SAUNDERS

AURORA SOUTHEAST RECREATION CENTER **BID SUMMARY**

	Bid Package	# of Invited Bidders	# of Bids Received
01.54	Surveying	6	2
03.00	Turnkey Concrete	4	1
03.35	Polished Concrete	5	4
04.00	Masonry	6	5
05.10	Structural Steel Fabrication	12	5
06.20	Glu Lam Framing	3	2
06.40	Finish Carpentry & Millwork	6	4
07.10	Waterproofing & Joint Sealants	7	5
07.40	Metal Wall Panels	6	4
07.42	Phenolic Wall Panels	4	3
07.50	Roofing	6	4
07.81	Spray Fireproofing		
08.10	Frames, Doors, Hardware	5	2
08.40	Translucent	2	2
08.40	Overhead Doors	4	3
08.40	Glass	7	5
09.22	Drywall	6	4
09.22	Acoustical	8	4
09.22	Tile	9	6
09.22	Wood Flooring	4	4
09.22	Resilient Floor	9	6
09.22	Artificial Turf	3	3
09.22	Epoxy Flooring	5	4
09.22	Carpet	9	6
09.90	Painting & Wall Covering	10	7
10.14	Signage	5	2
10.20	Toilet Partitions and Accessories	6	4
10.20	Fire Protection	6	4
10.20	Flagpole	4	3
10.20	Operable Partition	4	3
11.12	Lockers	8	4
11.40	Food Service Equipment	4	1
11.66	Gym Equipment	7	4
11.66	Dasher Boards & Nets	3	3
12.93	Window Shades	4	2
12.93	PEMB	4	2
12.93	Swimming Pool	3	3
14.20	Elevators	4	4
14.20	Scaffolding	3	2
21.00	Fire Protection Systems	7	4
22.00	Mechanical	4	3
25.00	Electrical	4	4
27.00	Communications	9	5
27.00	AV	7	3
27.00	Security - Cameras	5	2
27.00	Security - Card Readers	1	1
27.00	Security - Turnstiles	1	1
31.00	Earthwork	8	3
32.12	Asphalt Paving	5	3
32.13	Concrete Paving & Site Concrete	5	2
32.17	Striping & Signing	4	3
32.31	Fence & Gates	6	4
32.80	Landscaping & Irrigation	8	4
33.00	Site Utilities (Water, Sewer, Storm)	11	3
	Totals	**300**	**181**

EXHIBIT "1"
CITY OF AURORA - REC CENTER
DIRECT LABOR & INDIRECT COSTS

SAUNDERS

STAFF LABOR RATES

	Base Rate	IT Charge	Total Hourly Rate
Construction Manager*	$ 144.00	$ 3.57	**$ 147.57**
General Superintendent*	$ 139.00	$ 2.65	**$ 141.65**
Senior Superintendent	$ 127.00	$ 2.65	**$ 129.65**
Superintendent 1	$ 105.00	$ 2.65	**$ 107.65**
Superintendent 2	$ 96.00	$ 2.65	**$ 98.65**
Superintendent 3	$ 84.00	$ 2.65	**$ 86.65**
Senior Project Manager*	$ 128.00	$ 3.57	**$ 131.57**
Project Manager 1*	$ 107.00	$ 3.57	**$ 110.57**
Project Manager 2*	$ 99.00	$ 3.57	**$ 102.57**
Project Manager 3*	$ 87.00	$ 3.57	**$ 90.57**
Project Engineer 1	$ 68.00	$ 3.73	**$ 71.73**
Project Engineer 2	$ 65.00	$ 3.73	**$ 68.73**
Project Administrator	$ 58.00	$ 4.79	**$ 62.79**
Project Accountant	$ 56.00	$ 3.08	**$ 59.08**

	Base Rate	IT Charge	Total Hourly Rate
Sr. Preconstruction Manager*	$ 134.00	$ 3.61	**$ 137.61**
Preconstruction Manager*	$ 106.00	$ 3.61	**$ 109.61**
Senior Estimator*	$ 96.00	$ 3.61	**$ 99.61**
Lead Estimator	$ 84.00	$ 3.61	**$ 87.61**
Estimator	$ 70.00	$ 3.61	**$ 73.61**
MEP Coordinator*	$ 104.00	$ 2.65	**$ 106.65**
Surveyor	$ 86.00	$ 3.56	**$ 89.56**
Senior/Safety Manager*	$ 100.00	$ 2.47	**$ 102.47**
Safety Engineer*	$ 85.00	$ 2.47	**$ 87.47**
QA/QC Engineer*	$ 96.00	$ 2.55	**$ 98.55**
Integrated Services Coordinator*	$ 86.00	$ 5.26	**$ 91.26**
BIM / Design Coordinator	$ 66.00	$ 5.26	**$ 71.26**
Scheduling Engineer*	$ 98.00	$ 2.55	**$ 100.55**
IT Tech Support*	$ 72.00	$ -	**$ 72.00**

CRAFT LABOR RATES

	Standard Rate	Over Time	Double Time
Trade Superintendents	$ 73.43	$ 102.65	$ 125.08
Carpenter Foreman	$ 64.95	$ 90.49	$ 109.09
Concrete Foreman	$ 54.31	$ 74.66	$ 90.16
Laborer Foreman	$ 46.75	$ 63.62	$ 76.41
Journeyman Carpenter	$ 49.79	$ 68.01	$ 81.17
Layout	$ 63.30	$ 88.04	$ 106.04
Concrete Finisher	$ 49.67	$ 68.09	$ 82.10
Laborer	$ 38.77	$ 52.20	$ 62.30
Intern	$ 25.00	$ 37.00	$ 46.00

INDIRECT COSTS

INDIRECT ITEM	MULTIPLIER
Commercial Insurance Program (Includes General, Excess, Professional and Evironmental Liability Insurances	.95% of contract value
Closeout and Warranty	.11% of contract value
Subcontract Default Insurance Program	1.30% of subcontract value

* Includes Vehicle or Vehicle Allowance

Rates include base salary, merit bonus/deferred compensation plan, payroll taxes, workers compensation insurance, and fringe benefits, including medical, dental, vision, life, disability, retirement, and paid time off. All premiums for required insurance will be without consideration of future surcharges or rebates.

All rates subject to increase annually. The Owner hereby agrees that these stipulated rates are accepted as actual cost incurred and paid by the Construction Manager/General Contractor.

The information contained in this document, and any attachments thereto, is considered confidential commercial, financial and trade secret information. This information is protected from disclosure under Colorado law including, but not limited to, exemptions provided under the Colorado Open Records Act, C.R.S. §§ 24-72-201 et. seq.

Effective 7/1/2019

ATTACHMENT A
CITY OF AURORA
SOUTHEAST RECREATION CENTER

GMP COST ESTIMATE (GMP)

Issued Date: JULY 12 , 2019
Submitted Date: December 22, 2020

FIRM NAME: Saunders Construction, LLC

CSI CODE	DESCRIPTION			TOTAL PROJECT COST
	DIRECT COST TOTAL		**$ 28,438,030**	83%
01	General Requirements		$ 410,108	1%
02	Existing Conditions		$ -	0%
03	Concrete		$ 1,753,360	5%
04	Masonry		$ 756,445	2%
05	Metals		$ 1,699,317	5%
06	Wood Plastics, and Composites		$ 2,018,784	6%
07	Thermal and Moisture Protection		$ 1,841,532	5%
08	Openings		$ 2,189,471	6%
09	Finishes		$ 2,435,141	7%
10	Specialties		$ 288,874	1%
11	Equipment		$ 416,528	1%
12	Furnishings		$ 107,075	0%
13	Special Construction		$ 2,771,905	8%
14	Conveying Equipment		$ 117,832	0%
21	Fire Suppression		$ 183,976	1%
22	Plumbing		w/ Below	0%
23	Heating, Ventilating, and Air Conditioning		$ 3,433,053	10%
25	Integrated Automation		Included	0%
26	Electrical		$ 2,016,385	6%
27	Communications		$ 439,432	1%
28	Electronic Safety and Security		$ 94,048	0%
31	Earthwork		$ 2,650,038	8%
32	Exterior Improvements		$ 1,304,340	4%
33	Utilities		$ 1,510,384	4%
	GENERAL CONDITIONS TOTAL		**$ 2,757,737**	8%
	General Conditions (Not-to-Exceed from Attachment B)		$ 2,757,737	8%
	FEE TOTAL (Based on Direct Cost and General Conditions)		**$ 931,520**	3%
	Fee (Overhead & Profit)		$ 931,520	3%
	SUBTOTAL CONSTRUCTION COSTS		**$ 32,127,287**	**94%**
	OTHER INDIRECTS TOTAL (No fees on these costs)		**$ 2,072,787**	6%
	Construction Contingency on Direct Work	3.00%	$ 853,150	2%
	Estimating Reserve	0.97%	$ 275,000	1%
	Commercial General Liability Insurance	0.95%	$ 324,896	1%
	Contractor Payment & Performance Bonds	0.59%	$ 200,688	1%
	Builder's Risk Insurance	0.21%	$ 70,424	0%
	Subguard Rate if appropriate	1.0%	$ 343,631	1%
	Preconstruction (Not to Exceed from Attachment B)		$ -	0%
	ALL Permits/Plan Review Fee/Use Tax - (ALLOWANCE)		$ 5,000	0%
	TOTAL CONSTRUCTION COSTS - GMP Amendment		**$ 34,200,074**	**100%**
	Preconstruction (Not to Exceed from Attachment B)		$ -	
	TOTAL CONSTRUCTION COSTS - Preconstruction + GMP Amendment		**$ 34,200,074**	

NOTES:

1 Complete ONLY the cells that are white, do not complete any grayed out cells
2 Provide a cost for Builder's Risk in the event the Owner requests it be carried by Contractor.
3 Provide the actual % Rate for Insurance/Builders Risk/Bond/Fee above directly in the description.
4 General Requirements are included with General Conditions.
5 Do not complete cells in GRAY above.
6 **Performance and Payment Bonds are required by Contractor.**
7 Return Attachment A in electronic format. Do not convert to PDF.
8 Do not deviate from this format.

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ATTACHMENT B
CITY OF AURORA
SOUTHEAST RECREATION CENTER

DETAILED GENERAL CONDITIONS
Issued Date: JULY 12 , 2019
Submitted Date: December 22, 2020

FIRM NAME: Saunders Construction, LLC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMMENTS / CLARIFICATIONS
30	**GENERAL CONDITIONS:**					
31	**PROJECT SUPERVISION TOTAL (On-Site Personnel Only)**				**$ 1,805,654.54**	
32	Officers of the Company (included in fee)	---	---	---	Included in Fee	
33	Project Executive (included in fee)	---	---	---	Included in Fee	
34	Sr. Project Manager	3,207	HR	$ 136.04	$ 436,246.37	Includes Vehicle and Fuel
35	Project Manager		HR		$ -	
36	Assistant Project Manager	3,293	HR	$ 92.70	$ 305,286.82	Includes Vehicle and Fuel
37	Sr. Project Engineer		HR		$ -	
38	Project Engineer	3,467	HR	$ 68.56	$ 237,675.17	
39	Assistant Engineer		HR		$ -	
40	Senior/General Superintendent	329	HR	$ 155.83	$ 51,321.29	Includes Truck & Fuel
41	Project Superintendent	3,293	HR	$ 117.58	$ 387,228.59	Includes Truck & Fuel
42	Assistant Superintendent		HR		$ -	
43	Field Engineer		HR		$ -	
44	MEP Coordinator	416	HR	$ 112.39	$ 46,774.98	Includes Vehicle and Fuel
45	Administrative Support	659	HR	$ 63.09	$ 41,555.04	
46	Project Specific Accounting	659	HR	$ 60.79	$ 40,038.65	
47	Scheduling	114	HR	$ 101.87	$ 11,613.15	
48	Safety Director (not full time on site)		HR		$ -	
49	Safety Personnel	760	HR	$ 93.62	$ 71,147.64	Includes Vehicle and Fuel
50	Quality Control Personnel	270	HR	$ 95.71	$ 25,841.31	Includes Vehicle and Fuel
51	Project Estimator		HR		$ -	NA
52	Carpenter Foreman		HR		$ -	DCOW
53	Carpenter					Distribute in tasks below
54	Labor Foreman		HR		$ -	DCOW
55	3D Modeling/BIM	718	HR	$ 73.28	$ 52,617.32	
56	Construction Manager	642	HR	$ 153.15	$ 98,308.20	Includes Vehicle and Fuel
57			HR		$ -	
58	**PROJECT ON-SITE OFFICE TOTAL**				**$ 217,464.98**	
59	Office Facilities / Rent (Construction)	19	MOS	$ 2,032.34	$ 38,614.37	
60	Office Facilities / Rent (Owner & A/E Staff)		MOS		$ -	Excluded
61	Office Equipment	19	MOS	$ 700.00	$ 13,300.00	
62	Office Furniture		LS		$ -	w/ Trailer
63	Office Mobilization and Demobilization	2	EA	$ 6,164.36	$ 12,328.71	
64	Janitorial		MOS		$ -	NA
65	Radios, Communication and Cell Phones		MOS		$ -	w/ Phone, Internet
66	Company Vehicle					See Travel Expenses
67	Company Vehicle fuel					See Travel Expenses
68	Field Office Staff Parking		MOS		$ -	NA
69	Courier service		LS		$ -	NA
70	Phone/Internet (T1/DSL) service	19	MOS	$ 1,886.91	$ 35,851.25	Includes setup
71	On-site Data Processing (Computers, software, IT)		MOS		$ -	Computers/Software w/ Labor Rates
72	Project photos/Webcam, etc.	1	LS	$ 10,575.90	$ 10,575.90	No Webcam
73	Office Supplies	1	LS	$ 3,800.00	$ 3,800.00	
74	Postage/FedEx	1	LS	$ 1,900.00	$ 1,900.00	
75	Printing and reproduction	1	LS	$ 6,360.00	$ 6,360.00	
76	Drinking Water	1	LS	$ 11,817.00	$ 11,817.00	Includes Field Meetings
77	Payment Management System	19	MOS	$ 424.34	$ 8,062.50	
78	Punchlist / Closeout / Demobilization	1	LS	$ 74,855.25	$ 74,855.25	
79	**TEMPORARY FACILITIES & EQUIPMENT TOTAL**				**$ 225,672.86**	
80	Electrical distribution		MOS		$ -	DCOW
81	Electrical Utility Connection Fees	1	EA	$ 40,000.00	$ 40,000.00	Temporary Transformer
82	Temporary/Jobsite Lighting		MOS		$ -	DCOW
83	Electrical Generator	12	MOS	$ 3,190.00	$ 38,280.00	Temporary Trailer and Site Power
84	Fuel for Generator	12	MOS	$ 1,948.50	$ 23,382.00	Temporary Trailer and Site Power
85	Utility consumption costs - Electric	19	MOS	$ 2,081.20	$ 39,542.88	Building and Trailer
86	Water - Construction and Hydrant Use	19	MOS	$ 305.26	$ 5,800.00	
87	Temporary Heating and Cooling		MOS		$ -	DCOW - Weather Allowance
88	Utility consumption costs - Gas/Propane		MOS		$ -	DCOW - Weather Allowance
89	Fire protection (temp. stand pipe, FDC, etc.)		LS		$ -	NA
90	Sanitation facilities	19	MOS	$ 782.14	$ 14,860.71	
91	Crane Rental		MOS		$ -	DCOW
92	Crane set-up, tear-down, foundations, pads, rails, etc.		LS		$ -	DCOW
93	Crane Operator		HRS		$ -	DCOW
94	Man & Material Hoist - Equipment Rental		MOS		$ -	NA
95	Man & Material Hoist - Set-up & Tear-down		EA		$ -	NA
96	Man & Material Hoist - Operator		MOS		$ -	NA
97	Temporary use of elevator (protection, extended maint,)		MOS		$ -	NA
98	Temporary use of elevator - Operator		MOS		$ -	NA
99	Forklift (not associated with direct cost of work activities)		MOS		$ -	DCOW
100	Skidsteer (not associated with direct cost of work activities)		MOS		$ -	DCOW
101	Contractor misc. site equipment	12	MOS	$ 1,015.25	$ 12,183.00	Site Vehicle
102	Equipment Operating Expenses		LS		$ -	DCOW
103	Temporary stairs, scaffold, landing platforms, ladders, etc.		MOS		$ -	Pool Scaffold DCOW
104	Temporary Site Fencing	19	MOS	$ 2,285.49	$ 43,424.27	Installation, maintenance, rental, and removal
105	Access to the site (including maintenance)		LS		$ -	DCOW
106	Staging and/or storage areas (on and off site)		LS		$ -	DCOW
107	Storage Containers	1	LS	$ 3,200.00	$ 3,200.00	
108	Construction Signage	1	LS	$ 5,000.00	$ 5,000.00	
109	Rodent and Pest Control		LS		$ -	NA
110	SWWMP/Erosion Control/Dust Control/Street Cleaning		MOS		$ -	DCOW Allowance

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	COMMENTS / CLARIFICATIONS
111	Trade Parking, Temporary Parking Lot, Bus, etc.		MOS		$ -	NA
112					$ -	
113	**ENGINEERING TOTAL**				**$ -**	
114	Initial Building and Periodic Confirmation Layout		HRS		$ -	DCOW
115	Horizontal and Vertical Building controls		HRS		$ -	DCOW
116	Surveying (initial survey, benchmarks, etc.)		LS		$ -	DCOW
117	Existing conditions survey, seismic sensors, etc.		LS		$ -	Excluded
118	Contractor Required 3rd Party Reviews/Consultants		LS		$ -	Excluded
119					$ -	
120	**SAFETY & SECURITY TOTAL**				**$ 214,737.90**	
121	Safety inspections (3rd party)		LS		$ -	NA
122	Jobsite safety (PPE, first aid, eye wash, etc.)	1	LS	$ 126,518.18	$ 126,518.18	
123	Perimeter guardrails, safety nets, barricades, etc.	1	LS	$ 27,256.36	$ 27,256.36	
124	Covered sidewalk enclosures	1	LS	$ 5,000.00	$ 5,000.00	
125	Fire safety (Fire extinguishers, etc.)	1	LS	$ 1,321.36	$ 1,321.36	
126	Fire watch		HR		$ -	Excluded
127	Site Protection / Security	1	LS	$ 34,200.00	$ 34,200.00	Security guard, access control, cameras, etc.
128	Badging, background checks, etc.		LS		$ -	w/ Trades
129	Safety Training & Safety Equipment	1	LS	$ 20,442.00	$ 20,442.00	
130	**SITE CONDITIONS TOTALS**				**$ 294,206.73**	
131	Project interim clean-up	992	HR	$ 50.20	$ 49,798.26	
132	Project final clean-up	70,506	SF	$ 1.03	$ 72,970.40	
133	Small Tools and Consumables	1	LS	$ 18,354.00	$ 18,354.00	
134	Dumpsters / LEED Dumpsters	19	MOS	$ 2,861.01	$ 54,359.20	
135	Trash Chute		MOS		$ -	DCOW
136	Weather protection/Temporary Enclosure		LS		$ -	DCOW - Weather Allowance
137	Finishes Material/Product Protection	1	LS	$ 74,193.27	$ 74,193.27	Includes material, maintenance and labor
138	Traffic Control, Traffic Signage, and Flagging		LS		$ -	DCOW
139	Temporary dewatering system/equipment		LS		$ -	DCOW
140	Material Deliveries	1	LS	$ 24,531.60	$ 24,531.60	
141	**TRAVEL** ***- (Provide Detailed Assumptions with Cost Breakdown and provide a detailed explanation of the cost in separate attachment).***				**$ -**	
142	Travel Expenses (including Airfare, Car Rentals, Staff Vehicles, Fuel, Parking, etc.)		LS		$ -	NA
143	Housing (including temporary housing, relocation, hotel, etc.)		LS		$ -	NA
144	Subsistence/Per Diem (including meals)		MOS		$ -	NA
145					$ -	
146	**TOTAL GENERAL CONDITIONS**				$ 2,757,737.01	

NOTES:

1 It is the Owner's intent that the General Contractor work under a complete "open book" approach.
2 It is the Owner's intent that all General Conditions' costs will be identified and included in this Attachment.
3 Do not modify the order of these items. If additional space is required to capture further detail, rows may be added at the bottom of the list under the appropriate headings within the spreadsheet. Please bold all added items.
4 General Conditions will become a separate not-to-exceed guarantee within the total GMP.
5 All pertinent travel and temporary lodging expenses for the project must be included within the General Conditions and this spreadsheet.
6 Leave rows blank that do not apply.
7 Return Attachment B in electronic format. Do not convert to PDF.

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ATTACHMENT C
CITY OF AURORA
SOUTHEAST RECREATION CENTER

LABOR BURDEN RATES
Issued Date: JULY 12 , 2019
Submitted Date: December 22, 2020

FIRM NAME: Saunders Construction, LLC

				2021			2022 (Estimated)		
	SALARIED STAFF POSITION (ON-SITE)	**BASE HOURLY LABOR RATE**	**BURDEN RATE %**	**BILLABLE HOURLY RATE**	**TIME AND HALF HOURLY RATE**	**DOUBLE TIME HOURLY RATE**	**BILLABLE HOURLY RATE**	**TIME AND HALF HOURLY RATE**	**DOUBLE TIME HOURLY RATE**
24	Officers of the Company (included in fee)	---	---	---	---	---	---	---	---
25	Project Executive (included in fee)	---	---	---	---	---	---	---	---
26	Sr. Project Manager	$ 103.60	27%	$ 131.57	---	---	$ 135.52	---	---
27	Project Manager	$ 84.40	31%	$ 110.57	---	---	$ 113.89	---	---
28	Assistant Project Manager				---	---	$ -	---	---
29	Sr. Project Engineer	$ 50.87	41%	$ 71.73	---	---	$ 73.88	---	---
30	Project Engineer 1	$ 50.87	41%	$ 71.73	---	---	$ 73.88	---	---
31	Project Engineer 2	$ 47.40	45%	$ 68.73	---	---	$ 70.79	---	---
32	Senior Project Superintendent	$ 102.90	26%	$ 129.65	---	---	$ 133.54	---	---
33	Project Superintendent	$ 82.18	31%	$ 107.65	---	---	$ 110.88	---	---
34	Assistant Superintendent	$ 64.66	34%	$ 86.65	---	---	$ 89.25	---	---
35	Field Engineer	$ 50.87	41%	$ 71.73	---	---	$ 73.88	---	---
36	MEP Coordinator	$ 73.05	46%	$ 106.65	---	---	$ 109.85	---	---
37	Administrative Support	$ 42.14	49%	$ 62.79	---	---	$ 64.67	---	---
38	Project Specific Accounting	$ 41.61	42%	$ 59.08	---	---	$ 60.85	---	---
39	Scheduling	$ 77.35	30%	$ 100.55	---	---	$ 103.57	---	---
40	Safety Director	$ 80.45	28%	$ 102.97	---	---	$ 106.06	---	---
41	Safety Personnel	$ 68.34	28%	$ 87.47	---	---	$ 90.09	---	---
42	Quality Control Personnel	$ 76.99	28%	$ 98.55	---	---	$ 101.51	---	---
43	Project Estimator (on site)				---	---	$ -	---	---
44	3D Modeling/BIM	$ 66.61	37%	$ 91.26	---	---	$ 94.00	---	---
45	BID Design Coordinator	$ 52.01	37%	$ 71.26	---	---	$ 73.40	---	---
46	[enter other staff positions]				---	---	$ -	---	---
	CRAFT PERSONNEL POSITION	**HOURLY LABOR RATE**	**BURDEN RATE %**	**TOTAL HOURLY RATE W/BURDEN**	**TIME AND HALF HOURLY RATE**	**DOUBLE TIME HOURLY RATE**	**TOTAL HOURLY RATE W/BURDEN**	**TIME AND HALF HOURLY RATE**	**DOUBLE TIME HOURLY RATE**
47	Carpenter Foreman	$ 42.85	48%	$ 63.42	$ 88.35	$ 106.51	$ 66.59	$ 92.77	$ 111.84
48	Carpenter	$ 32.84	48%	$ 48.60	$ 66.40	$ 79.25	$ 51.03	$ 69.72	$ 83.21
49	Labor Foreman	$ 30.84	48%	$ 45.64	$ 62.12	$ 74.61	$ 47.93	$ 65.23	$ 78.34
50	Laborer	$ 25.57	48%	$ 37.84	$ 50.96	$ 60.83	$ 39.74	$ 53.51	$ 63.87
51	Trade Superintendent	$ 48.44	48%	$ 71.69	$ 100.23	$ 122.12	$ 75.28	$ 105.24	$ 128.23
52	Layout	$ 41.76	48%	$ 61.80	$ 85.96	$ 103.54	$ 64.90	$ 90.26	$ 108.72
53	Concrete Foreman	$ 35.83	48%	$ 53.03	$ 72.90	$ 88.03	$ 55.68	$ 76.55	$ 92.43
54	Concrete Finisher	$ 32.77	48%	$ 48.50	$ 66.49	$ 80.16	$ 50.92	$ 69.81	$ 84.17

NOTES:

1 Provide the applicable rates and labor burden as a percentage for the staff positions listed above. Do not use a blended rate, use actual burden rates per title.
2 The General Conditions estimate for Staff should take into consideration the duration of the Project. Therefore, the staff costs carried forward in Attachment B should represent a blended rate for the duration of the Project.
3 Add any staff positions and applicable rates for individuals not included here that are proposed on the project.
4 No fee markups (overhead or profit, bonuses, phones, computers or vehicle allowances, etc.) are allowed within these rates.
5 2014 Rates above are subject to pre-audit.
6 For Salaried Individuals, Premium Time is not allowed.
7 Return Attachment C in electronic format. Do not convert to PDF.

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ATTACHMENT D
CITY OF AURORA
SOUTHEAST RECREATION CENTER
STAFF ASSIGNMENT MATRIX

Issued Date: JULY 12 , 2019
Submitted Date: December 22, 2020

FIRM NAME: Saunders Construction, LLC

						2020	2021												2022									
ITEM NO.	STAFF POSITION	INDIVIDUAL	YEARS OF EXPERIENCE	TOTAL MONTHS	TOTAL HOURS	DEC HRS	JAN HRS	FEB HRS	MAR HRS	APR HRS	MAY HRS	JUN HRS	JUL HRS	AUG HRS	SEP HRS	OCT HRS	NOV HRS	DEC HRS	JAN HRS	FEB HRS	MAR HRS	APR HRS	MAY HRS	JUN HRS	JUL HRS	AUG HRS	SEP HRS	OCT HRS
CONSTRUCTION - SALARY					**17827**	**0**	**208**	**976**	**1080**	**1046**	**949**	**872**	**872**	**884**	**884**	**884**	**884**	**884**	**884**	**884**	**884**	**884**	**884**	**964**	**964**	**877**	**173**	**0**
24	Officers of the Company (included in fee)			Incl. In Fee	0																							
25	Project Executive (included in fee)	Nathan Wilks		19	642			17	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35			
26	Sr. Project Manager	David Krier		19	3,207			173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	87			
27	Project Manager	TBD		0																								
28	Assistant Project Manager	TBD		19	3,293			173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173			
29	Sr. Project Engineer	TBD		0																								
30	Project Engineer	TBD		21	3,467		87	87	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173		
31	Assistant Engineer	TBD		0																								
32	Senior/General Superintendent	Tony Street		19	329			17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17			
33	Project Superintendent	Rick Miller		19	3,293			173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173	173			
34	Assistant Superintendent	TBD		0																								
35	Field Engineer	TBD		0																								
36	MEP Coordinator	TBD		19	416			40	40	6	6	6	6	6	6	6	6	6	6	6	6	6	6	85	85	85		
37	Administrative Support	TBD		19	659			35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35		
38	Project Specific Accounting	TBD		19	659			35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35		
39	Scheduling	TBD		19	114			6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6		
40	Safety Director	TBD		19	760			40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40		
41	Safety Personnel	TBD		0																								
42	Quality Control Personnel	TBD		19	270			6	6	6	6	6	6	18	18	18	18	18	18	18	18	18	18	18	18	18		
43	Project Estimator (on site)	TBD		0																								
44	3D Modeling/BIM	TBD		5	718		121	173	173	173	77																	
45					0																							
46					0																							
CONSTRUCTION - CRAFT/HOURLY					**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
43	Carpenter Foreman	TBD			0																							
44	Carpenter	TBD			0																							
45	Labor Foreman	TBD			0																							
46	Laborer	TBD			0																							
47	Hoist / Elevator Operator	TBD			0																							
48	Crane Operator	TBD			0																							
49					0																							
50					0																							
				TOTAL:	17827	164	400	1348	1244	1418	1129	1088	1335	984	924	884	1032	1048	1076	1256	1048	1256	1064	1180	1426	977	213	0

NOTES:

1 Include the individual per title and breakdown of committed hours per month of each member of staff that shall be on the
2 Include the total months duration that each staff member will be working on the project.
3 Add any columns for additional months you feel is appropriate.
4 Assume 173 working hours per month as standard.

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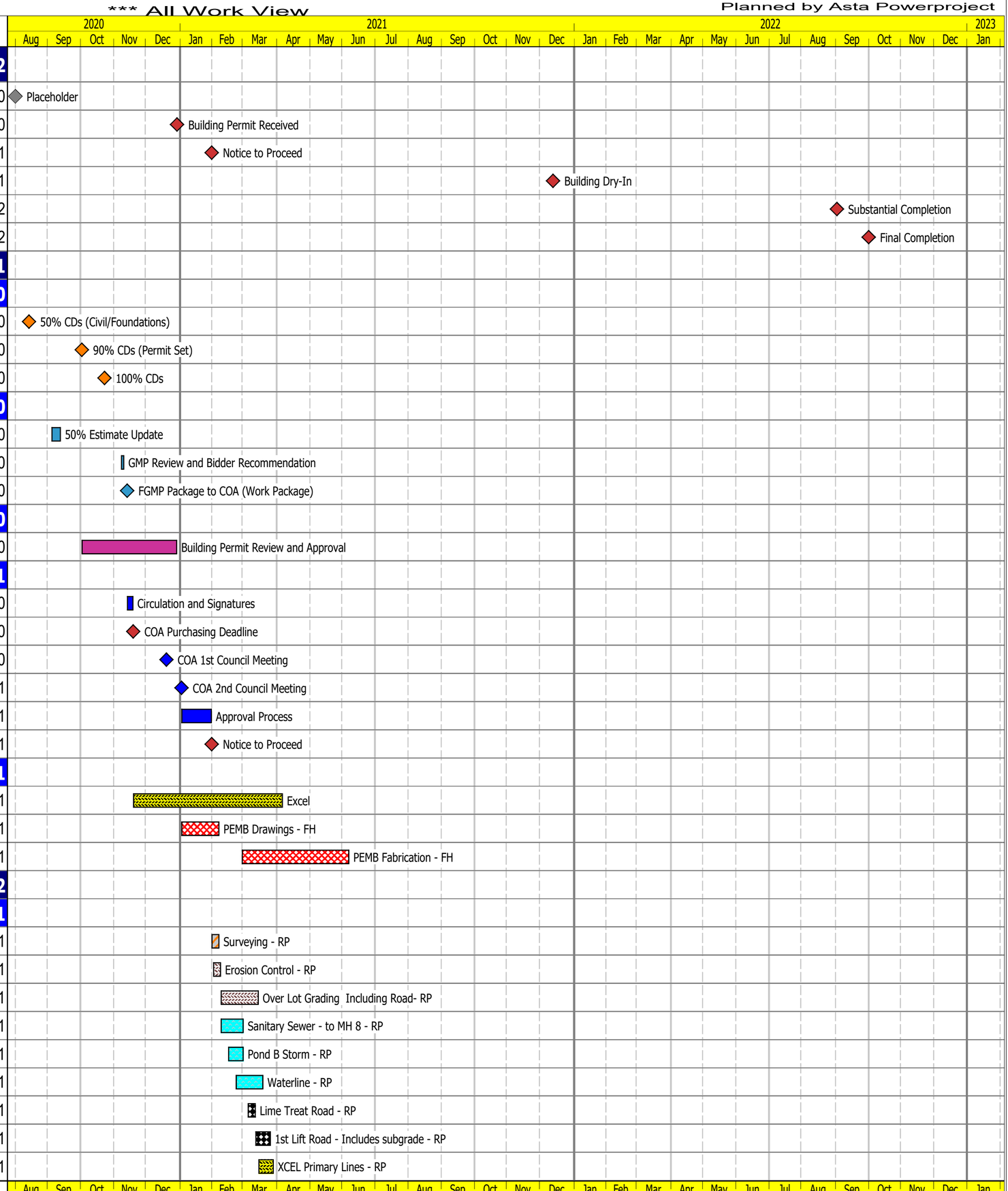
Southeast Aurora Recreation Center

Printed: 10/2/2020

*** All Work View

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
	PROJECT MILESTONES	**550d**	**Aug 03 20**	**Sep 30 22**
2	Placeholder	0d	Aug 03 20 *	Aug 03 20
3	Building Permit Received	0d	Dec 29 20	Dec 29 20
4	Notice to Proceed	0d	Feb 01 21	Feb 01 21
5	Building Dry-In	0d	Dec 13 21	Dec 13 21
6	Substantial Completion	0d	Sep 01 22	Sep 01 22
7	Final Completion	0d	Sep 30 22	Sep 30 22
	PRECONSTRUCTION	**206d**	**Aug 14 20**	**Jun 07 21**
	Design	**49d**	**Aug 14 20**	**Oct 23 20**
10	50% CDs (Civil/Foundations)	0d	Aug 14 20 *	Aug 14 20
11	90% CDs (Permit Set)	0d	Oct 02 20 *	Oct 02 20
12	100% CDs	0d	Oct 23 20 *	Oct 23 20
	Estimating	**49d**	**Sep 04 20**	**Nov 13 20**
14	50% Estimate Update	5d	Sep 04 20 *	Sep 11 20
15	GMP Review and Bidder Recommendation	2d	Nov 09 20 *	Nov 10 20
16	FGMP Package to COA (Work Package)	0d	Nov 13 20 *	Nov 13 20
	Permitting	**60d**	**Oct 02 20**	**Dec 29 20**
18	Building Permit Review and Approval	60d	Oct 02 20	Dec 29 20
	Owner Review and Approval	**52d**	**Nov 13 20**	**Feb 01 21**
20	Circulation and Signatures	4d	Nov 13 20	Nov 18 20
21	COA Purchasing Deadline	0d	Nov 19 20	Nov 19 20
22	COA 1st Council Meeting	0d	Dec 21 20 *	Dec 21 20
23	COA 2nd Council Meeting	0d	Jan 04 21 *	Jan 04 21
24	Approval Process	20d	Jan 04 21	Jan 29 21
25	Notice to Proceed	0d	Feb 01 21	Feb 01 21
	Procurement	**138d**	**Nov 19 20**	**Jun 07 21**
27	Excel	95d	Nov 19 20	Apr 06 21
28	PEMB Drawings - FH	25d	Jan 04 21	Feb 05 21
29	PEMB Fabrication - FH	70d	Mar 01 21	Jun 07 21
	Sitework	**346d**	**Feb 01 21**	**Jun 09 22**
	Road Work	**91d**	**Feb 01 21**	**Jun 08 21**
32	Surveying - RP	5d	Feb 01 21	Feb 05 21
33	Erosion Control - RP	5d	Feb 02 21	Feb 08 21
34	Over Lot Grading Including Road- RP	25d	Feb 09 21	Mar 15 21
35	Sanitary Sewer - to MH 8 - RP	15d	Feb 09 21	Mar 01 21
36	Pond B Storm - RP	10d	Feb 16 21	Mar 01 21
37	Waterline - RP	18d	Feb 23 21	Mar 18 21
38	Lime Treat Road - RP	5d	Mar 05 21	Mar 11 21
39	1st Lift Road - Includes subgrade - RP	10d	Mar 12 21	Mar 25 21
40	XCEL Primary Lines - RP	10d	Mar 16 21	Mar 29 21



SAUNDERS

Owner:

Progress Period (Data Date): 7/9/2020

Start Date: 8/3/2020
Finish Date: 9/30/2022

Southeast Aurora Recreation Center

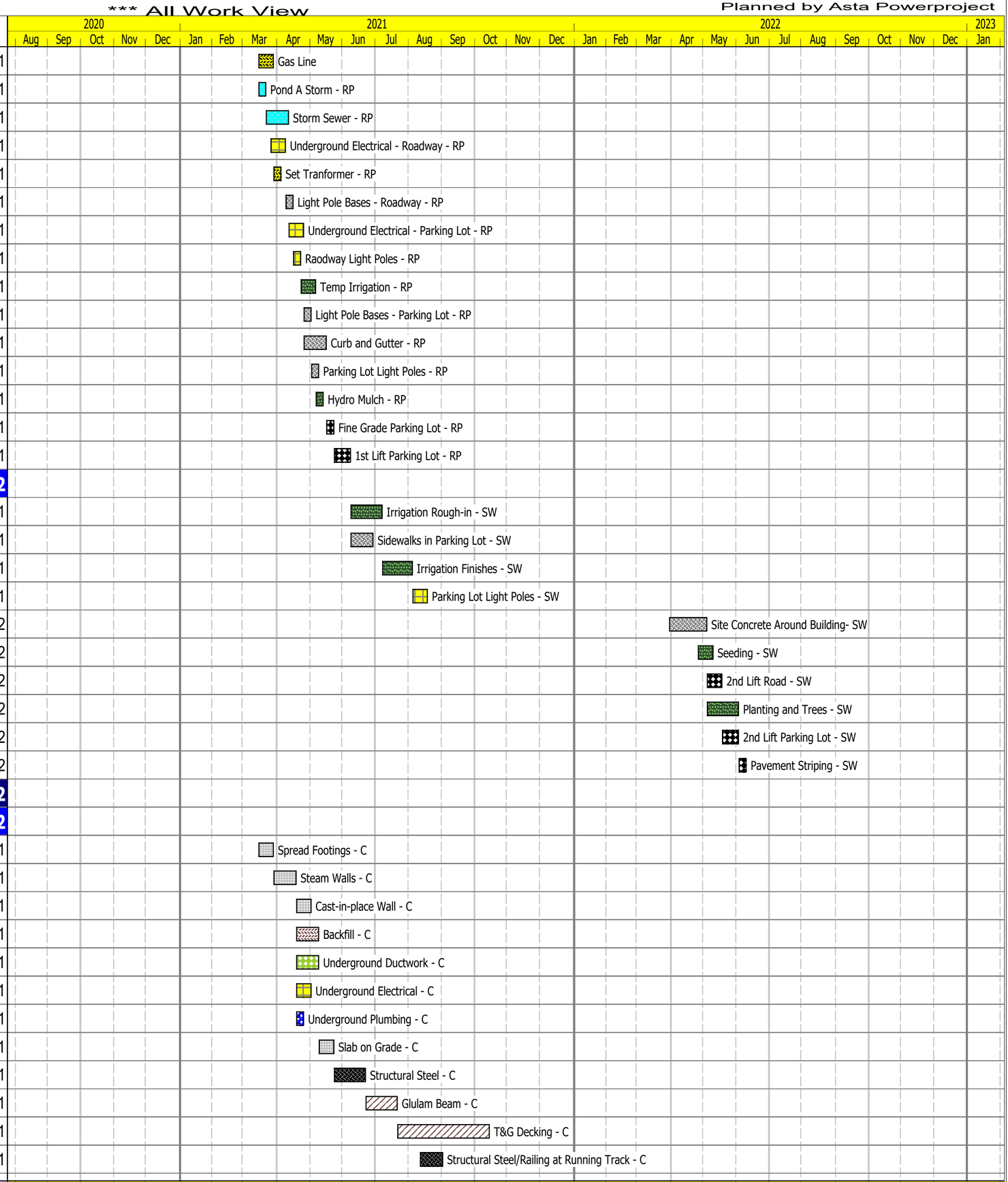
Printed: 10/2/2020

*** All Work View

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
41	Gas Line	10d	Mar 16 21	Mar 29 21
42	Pond A Storm - RP	5d	Mar 16 21	Mar 22 21
43	Storm Sewer - RP	15d	Mar 23 21	Apr 12 21
44	Underground Electrical - Roadway - RP	10d	Mar 26 21	Apr 08 21
45	Set Tranformer - RP	5d	Mar 30 21	Apr 05 21
46	Light Pole Bases - Roadway - RP	5d	Apr 09 21	Apr 15 21
47	Underground Electrical - Parking Lot - RP	10d	Apr 13 21	Apr 26 21
48	Raodway Light Poles - RP	5d	Apr 16 21	Apr 22 21
49	Temp Irrigation - RP	10d	Apr 23 21	May 06 21
50	Light Pole Bases - Parking Lot - RP	5d	Apr 27 21	May 03 21
51	Curb and Gutter - RP	15d	Apr 27 21	May 17 21
52	Parking Lot Light Poles - RP	5d	May 04 21	May 10 21
53	Hydro Mulch - RP	5d	May 07 21	May 13 21
54	Fine Grade Parking Lot - RP	5d	May 18 21	May 24 21
55	1st Lift Parking Lot - RP	10d	May 25 21	Jun 08 21
	General Site Areas	**255d**	**Jun 09 21**	**Jun 09 22**
57	Irrigation Rough-in - SW	20d	Jun 09 21	Jul 07 21
58	Sidewalks in Parking Lot - SW	15d	Jun 09 21	Jun 29 21
59	Irrigation Finishes - SW	20d	Jul 08 21	Aug 04 21
60	Parking Lot Light Poles - SW	10d	Aug 05 21	Aug 18 21
61	Site Concrete Around Building- SW	25d	Mar 31 22	May 04 22
62	Seeding - SW	10d	Apr 27 22	May 10 22
63	2nd Lift Road - SW	10d	May 05 22	May 18 22
64	Planting and Trees - SW	20d	May 05 22	Jun 02 22
65	2nd Lift Parking Lot - SW	10d	May 19 22	Jun 02 22
66	Pavement Striping - SW	5d	Jun 03 22	Jun 09 22
	Building Package	**309d**	**Mar 16 21**	**Jun 01 22**
	Canyon Area	**270d**	**Mar 16 21**	**Apr 06 22**
69	Spread Footings - C	10d	Mar 16 21	Mar 29 21
70	Steam Walls - C	15d	Mar 30 21	Apr 19 21
71	Cast-in-place Wall - C	10d	Apr 20 21	May 03 21
72	Backfill - C	15d	Apr 20 21	May 10 21
73	Underground Ductwork - C	15d	Apr 20 21	May 10 21
74	Underground Electrical - C	10d	Apr 20 21	May 03 21
75	Underground Plumbing - C	5d	Apr 20 21	Apr 26 21
76	Slab on Grade - C	10d	May 11 21	May 24 21
77	Structural Steel - C	20d	May 25 21	Jun 22 21
78	Glulam Beam - C	20d	Jun 23 21	Jul 21 21
79	T&G Decking - C	60d	Jul 22 21	Oct 14 21
80	Structural Steel/Railing at Running Track - C	15d	Aug 12 21	Sep 01 21

Line | Name | OD | Start | Finish



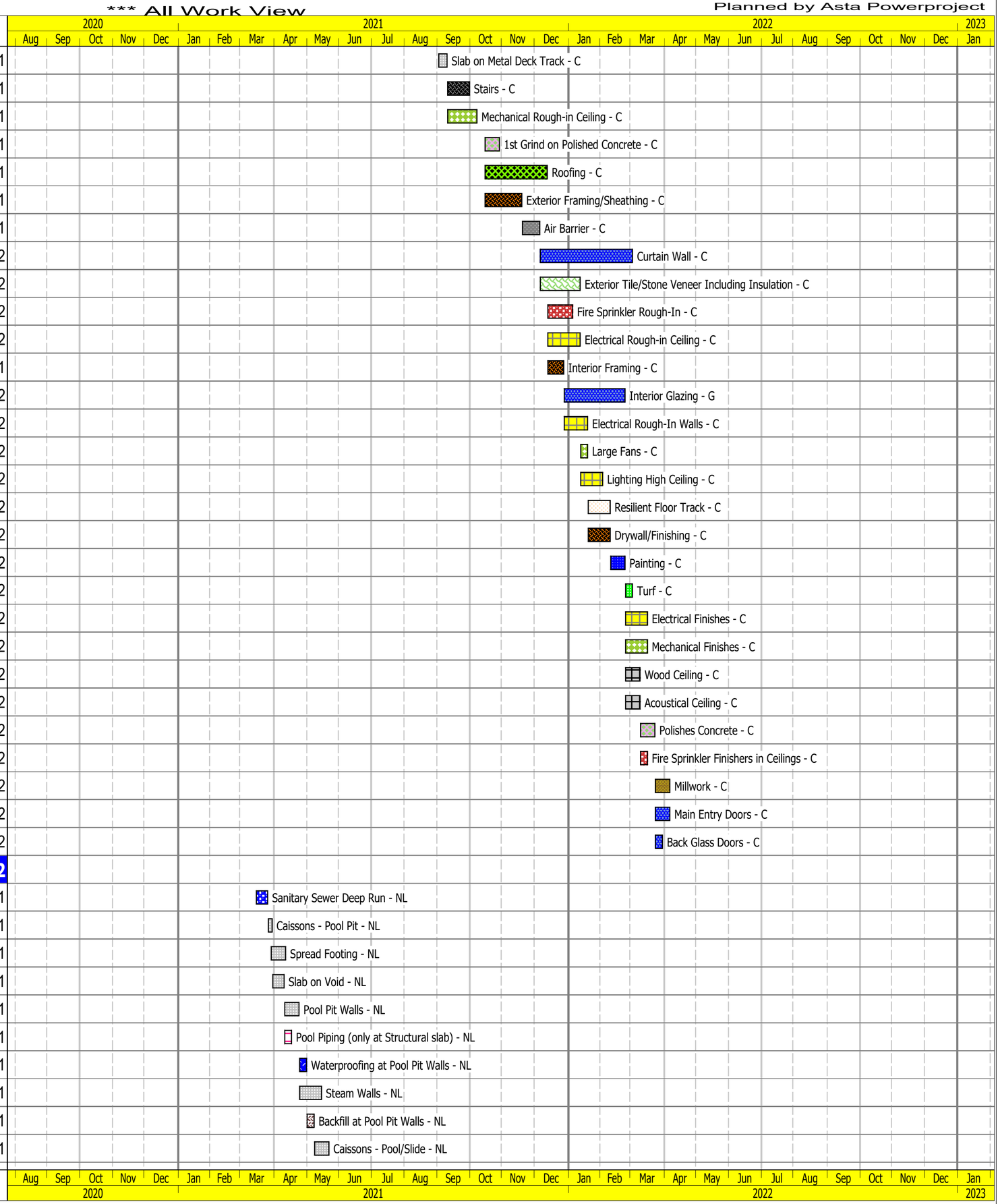
Southeast Aurora Recreation Center

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*** All Work View

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
81	Slab on Metal Deck Track - C	5d	Sep 02 21	Sep 09 21
82	Stairs - C	15d	Sep 10 21	Sep 30 21
83	Mechanical Rough-in Ceiling - C	20d	Sep 10 21	Oct 07 21
84	1st Grind on Polished Concrete - C	10d	Oct 15 21	Oct 28 21
85	Roofing - C	40d	Oct 15 21	Dec 13 21
86	Exterior Framing/Sheathing - C	25d	Oct 15 21	Nov 18 21
87	Air Barrier - C	10d	Nov 19 21	Dec 06 21
88	Curtain Wall - C	60d	Dec 07 21	Mar 02 22
89	Exterior Tile/Stone Veneer Including Insulation - C	25d	Dec 07 21	Jan 12 22
90	Fire Sprinkler Rough-In - C	15d	Dec 14 21	Jan 05 22
91	Electrical Rough-in Ceiling - C	20d	Dec 14 21	Jan 12 22
92	Interior Framing - C	10d	Dec 14 21	Dec 28 21
93	Interior Glazing - G	40d	Dec 29 21	Feb 23 22
94	Electrical Rough-In Walls - C	15d	Dec 29 21	Jan 19 22
95	Large Fans - C	5d	Jan 13 22	Jan 19 22
96	Lighting High Ceiling - C	15d	Jan 13 22	Feb 02 22
97	Resilient Floor Track - C	15d	Jan 20 22	Feb 09 22
98	Drywall/Finishing - C	15d	Jan 20 22	Feb 09 22
99	Painting - C	10d	Feb 10 22	Feb 23 22
100	Turf - C	5d	Feb 24 22	Mar 02 22
101	Electrical Finishes - C	15d	Feb 24 22	Mar 16 22
102	Mechanical Finishes - C	15d	Feb 24 22	Mar 16 22
103	Wood Ceiling - C	10d	Feb 24 22	Mar 09 22
104	Acoustical Ceiling - C	10d	Feb 24 22	Mar 09 22
105	Polishes Concrete - C	10d	Mar 10 22	Mar 23 22
106	Fire Sprinkler Finishers in Ceilings - C	5d	Mar 10 22	Mar 16 22
107	Millwork - C	10d	Mar 24 22	Apr 06 22
108	Main Entry Doors - C	10d	Mar 24 22	Apr 06 22
109	Back Glass Doors - C	5d	Mar 24 22	Mar 30 22
	Natatorium/Lockerrooms	**300d**	**Mar 16 21**	**May 18 22**
111	Sanitary Sewer Deep Run - NL	8d	Mar 16 21	Mar 25 21
112	Caissons - Pool Pit - NL	3d	Mar 26 21	Mar 30 21
113	Spread Footing - NL	10d	Mar 30 21	Apr 12 21
114	Slab on Void - NL	8d	Mar 31 21	Apr 09 21
115	Pool Pit Walls - NL	10d	Apr 12 21	Apr 23 21
116	Pool Piping (only at Structural slab) - NL	5d	Apr 12 21	Apr 16 21
117	Waterproofing at Pool Pit Walls - NL	5d	Apr 26 21	Apr 30 21
118	Steam Walls - NL	15d	Apr 26 21	May 14 21
119	Backfill at Pool Pit Walls - NL	5d	May 03 21	May 07 21
120	Caissons - Pool/Slide - NL	10d	May 10 21	May 21 21



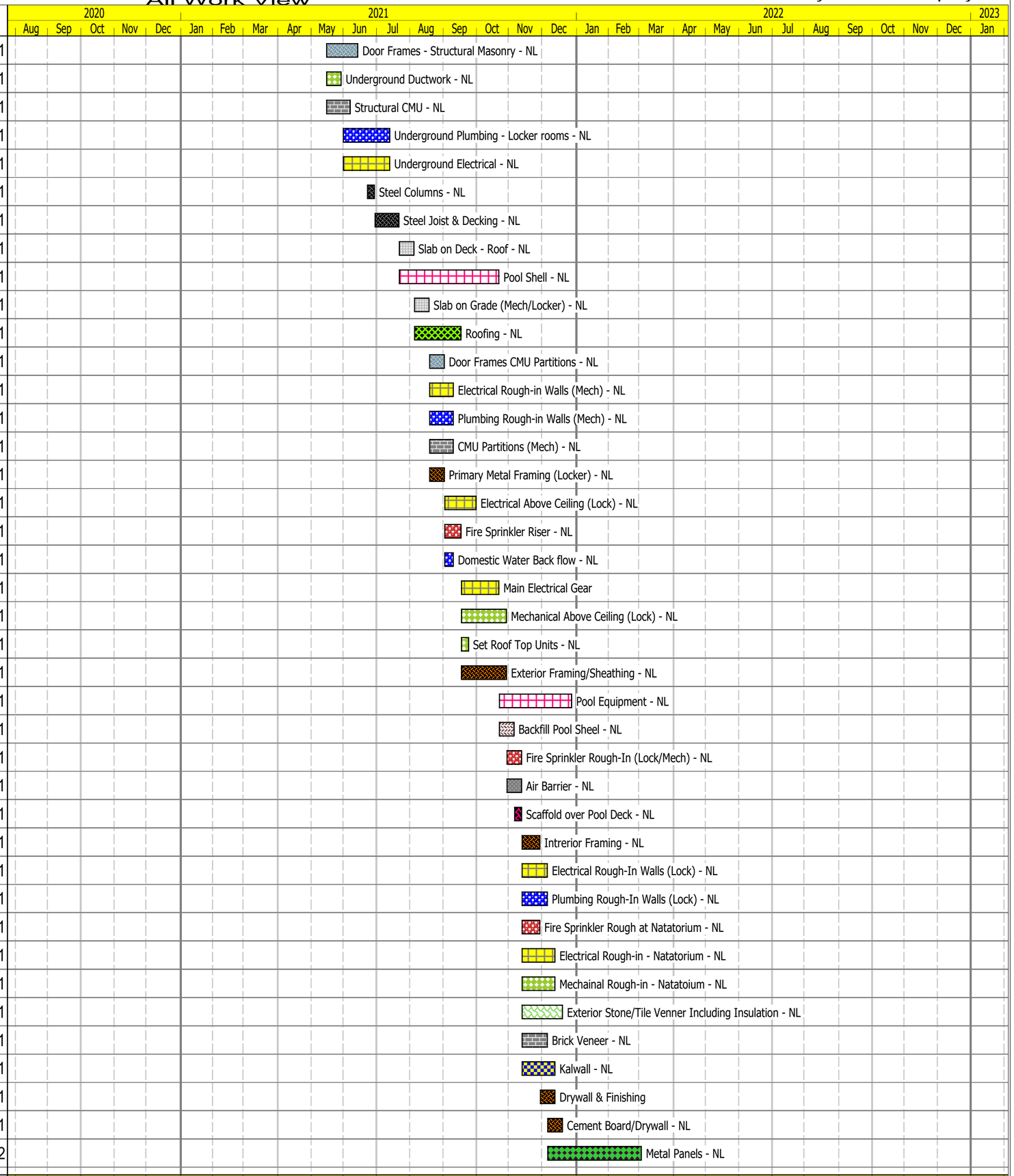
Southeast Aurora Recreation Center

Printed: 10/2/2020

*** All Work View

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
121	Door Frames - Structural Masonry - NL	20d	May 17 21	Jun 14 21
122	Underground Ductwork - NL	10d	May 17 21	May 28 21
123	Structural CMU - NL	15d	May 17 21	Jun 07 21
124	Underground Plumbing - Locker rooms - NL	30d	Jun 01 21	Jul 13 21
125	Underground Electrical - NL	30d	Jun 01 21	Jul 13 21
126	Steel Columns - NL	5d	Jun 23 21	Jun 29 21
127	Steel Joist & Decking - NL	15d	Jun 30 21	Jul 21 21
128	Slab on Deck - Roof - NL	10d	Jul 22 21	Aug 04 21
129	Pool Shell - NL	65d	Jul 22 21	Oct 21 21
130	Slab on Grade (Mech/Locker) - NL	10d	Aug 05 21	Aug 18 21
131	Roofing - NL	30d	Aug 05 21	Sep 16 21
132	Door Frames CMU Partitions - NL	10d	Aug 19 21	Sep 01 21
133	Electrical Rough-in Walls (Mech) - NL	15d	Aug 19 21	Sep 09 21
134	Plumbing Rough-in Walls (Mech) - NL	15d	Aug 19 21	Sep 09 21
135	CMU Partitions (Mech) - NL	15d	Aug 19 21	Sep 09 21
136	Primary Metal Framing (Locker) - NL	10d	Aug 19 21	Sep 01 21
137	Electrical Above Ceiling (Lock) - NL	20d	Sep 02 21	Sep 30 21
138	Fire Sprinkler Riser - NL	10d	Sep 02 21	Sep 16 21
139	Domestic Water Back flow - NL	5d	Sep 02 21	Sep 09 21
140	Main Electrical Gear	25d	Sep 17 21	Oct 21 21
141	Mechanical Above Ceiling (Lock) - NL	30d	Sep 17 21	Oct 28 21
142	Set Roof Top Units - NL	5d	Sep 17 21	Sep 23 21
143	Exterior Framing/Sheathing - NL	30d	Sep 17 21	Oct 28 21
144	Pool Equipment - NL	45d	Oct 22 21	Dec 28 21
145	Backfill Pool Sheel - NL	10d	Oct 22 21	Nov 04 21
146	Fire Sprinkler Rough-In (Lock/Mech) - NL	10d	Oct 29 21	Nov 11 21
147	Air Barrier - NL	10d	Oct 29 21	Nov 11 21
148	Scaffold over Pool Deck - NL	5d	Nov 05 21	Nov 11 21
149	Intrerior Framing - NL	10d	Nov 12 21	Nov 29 21
150	Electrical Rough-In Walls (Lock) - NL	15d	Nov 12 21	Dec 06 21
151	Plumbing Rough-In Walls (Lock) - NL	15d	Nov 12 21	Dec 06 21
152	Fire Sprinkler Rough at Natatorium - NL	10d	Nov 12 21	Nov 29 21
153	Electrical Rough-in - Natatorium - NL	20d	Nov 12 21	Dec 13 21
154	Mechainal Rough-in - Natatoium - NL	20d	Nov 12 21	Dec 13 21
155	Exterior Stone/Tile Venner Including Insulation - NL	25d	Nov 12 21	Dec 20 21
156	Brick Veneer - NL	15d	Nov 12 21	Dec 06 21
157	Kalwall - NL	20d	Nov 12 21	Dec 13 21
158	Drywall & Finishing	10d	Nov 30 21	Dec 13 21
159	Cement Board/Drywall - NL	10d	Dec 07 21	Dec 20 21
160	Metal Panels - NL	60d	Dec 07 21	Mar 02 22



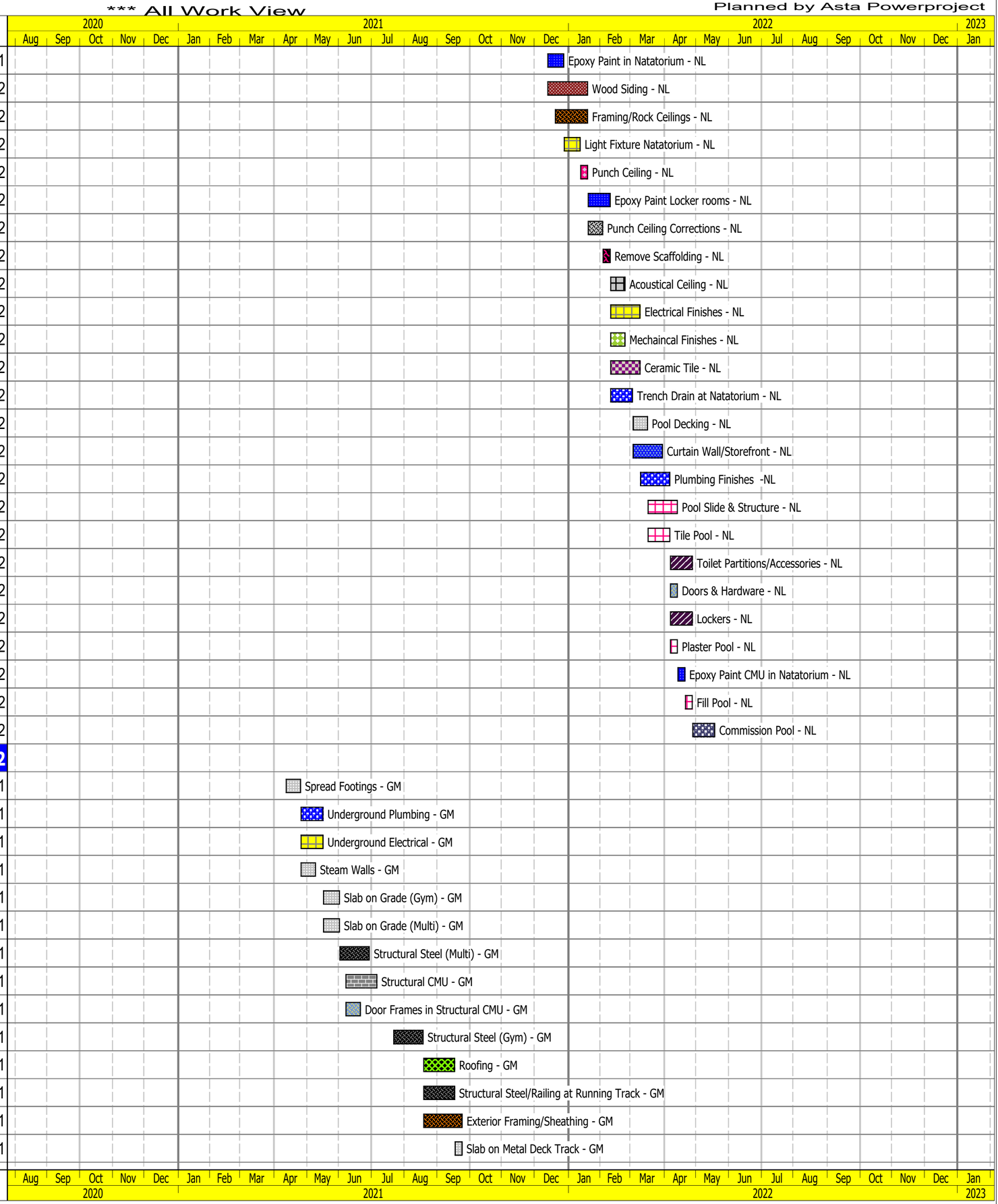
Southeast Aurora Recreation Center

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*** All Work View

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
161	Epoxy Paint in Natatorium - NL	10d	Dec 14 21	Dec 28 21
162	Wood Siding - NL	25d	Dec 14 21	Jan 19 22
163	Framing/Rock Ceilings - NL	20d	Dec 21 21	Jan 19 22
164	Light Fixture Natatorium - NL	10d	Dec 29 21	Jan 12 22
165	Punch Ceiling - NL	5d	Jan 13 22	Jan 19 22
166	Epoxy Paint Locker rooms - NL	15d	Jan 20 22	Feb 09 22
167	Punch Ceiling Corrections - NL	10d	Jan 20 22	Feb 02 22
168	Remove Scaffolding - NL	5d	Feb 03 22	Feb 09 22
169	Acoustical Ceiling - NL	10d	Feb 10 22	Feb 23 22
170	Electrical Finishes - NL	20d	Feb 10 22	Mar 09 22
171	Mechaincal Finishes - NL	10d	Feb 10 22	Feb 23 22
172	Ceramic Tile - NL	20d	Feb 10 22	Mar 09 22
173	Trench Drain at Natatorium - NL	15d	Feb 10 22	Mar 02 22
174	Pool Decking - NL	10d	Mar 03 22	Mar 16 22
175	Curtain Wall/Storefront - NL	20d	Mar 03 22	Mar 30 22
176	Plumbing Finishes -NL	20d	Mar 10 22	Apr 06 22
177	Pool Slide & Structure - NL	20d	Mar 17 22	Apr 13 22
178	Tile Pool - NL	15d	Mar 17 22	Apr 06 22
179	Toilet Partitions/Accessories - NL	15d	Apr 07 22	Apr 27 22
180	Doors & Hardware - NL	5d	Apr 07 22	Apr 13 22
181	Lockers - NL	15d	Apr 07 22	Apr 27 22
182	Plaster Pool - NL	5d	Apr 07 22	Apr 13 22
183	Epoxy Paint CMU in Natatorium - NL	5d	Apr 14 22	Apr 20 22
184	Fill Pool - NL	5d	Apr 21 22	Apr 27 22
185	Commission Pool - NL	15d	Apr 28 22	May 18 22
	Gymnasium/Multi-Purpose	**235d**	**Apr 13 21**	**Mar 16 22**
187	Spread Footings - GM	10d	Apr 13 21	Apr 26 21
188	Underground Plumbing - GM	15d	Apr 27 21	May 17 21
189	Underground Electrical - GM	15d	Apr 27 21	May 17 21
190	Steam Walls - GM	10d	Apr 27 21	May 10 21
191	Slab on Grade (Gym) - GM	10d	May 18 21	Jun 01 21
192	Slab on Grade (Multi) - GM	10d	May 18 21	Jun 01 21
193	Structural Steel (Multi) - GM	20d	Jun 02 21	Jun 29 21
194	Structural CMU - GM	20d	Jun 08 21	Jul 06 21
195	Door Frames in Structural CMU - GM	10d	Jun 08 21	Jun 21 21
196	Structural Steel (Gym) - GM	20d	Jul 22 21	Aug 18 21
197	Roofing - GM	20d	Aug 19 21	Sep 16 21
198	Structural Steel/Railing at Running Track - GM	20d	Aug 19 21	Sep 16 21
199	Exterior Framing/Sheathing - GM	25d	Aug 19 21	Sep 23 21
200	Slab on Metal Deck Track - GM	5d	Sep 17 21	Sep 23 21



Southeast Aurora Recreation Center

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*** All Work View

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Line	Name	OD	Start	Finish
201	Interior Framing - GM	10d	Sep 17 21	Sep 30 21
202	Tile Veneer - GM	15d	Sep 17 21	Oct 07 21
203	Fire Sprinkler Rough-in/Finishes Gym - GM	15d	Sep 17 21	Oct 07 21
204	Mechaincal Rough-In Gym - GM	20d	Sep 17 21	Oct 14 21
205	Operable Partition Track - GM	5d	Sep 17 21	Sep 23 21
206	Electrailcal Rough-In Ceiling Gym - GM	20d	Sep 17 21	Oct 14 21
207	Electrical Rough-In Wall - GM	15d	Sep 24 21	Oct 14 21
208	Plumbing Rough-In Walls - GM	15d	Sep 24 21	Oct 14 21
209	Air Barrier - GM	10d	Sep 24 21	Oct 07 21
210	Operable Partition - GM	5d	Sep 24 21	Sep 30 21
211	Electrical Rough-In Ceiling - GM	20d	Oct 01 21	Oct 28 21
212	Fire Sprinkler Rough-In - GM	15d	Oct 01 21	Oct 21 21
213	Mechaincal Rough-in - GM	20d	Oct 01 21	Oct 28 21
214	Brick Veneer - GM	20d	Oct 08 21	Nov 04 21
215	Drywall & Finish Walls - GM	15d	Oct 15 21	Nov 04 21
216	Paint Gym Ceiling - GM	15d	Oct 15 21	Nov 04 21
217	Resilant Flooring Track - GM	15d	Oct 22 21	Nov 11 21
218	Drop Ceiling Tile - GM	5d	Oct 29 21	Nov 04 21
219	Kalwall - GM	20d	Nov 05 21	Dec 06 21
220	Gym Equipment - GM	20d	Nov 05 21	Dec 06 21
221	Framing for Ceilings - GM	10d	Nov 05 21	Nov 18 21
222	Fire Sprinkler Finishes - GM	10d	Nov 05 21	Nov 18 21
223	Prime and 1st Coat Walls - GM	15d	Nov 05 21	Nov 29 21
224	Glass Doors - GM	15d	Nov 05 21	Nov 29 21
225	Gym Lighitng - GM	10d	Nov 05 21	Nov 18 21
226	Painting - GM	20d	Nov 05 21	Dec 06 21
227	Ceiling Drywall and Finish - GM	15d	Nov 19 21	Dec 13 21
228	Doors & Hardware - GM	10d	Nov 30 21	Dec 13 21
229	Acoustical Ceiling Grid - GM	5d	Nov 30 21	Dec 06 21
230	Millwork - GM	10d	Nov 30 21	Dec 13 21
231	Electrical Finishes - GM	20d	Nov 30 21	Dec 28 21
232	Mechancial Finishes - GM	15d	Dec 07 21	Dec 28 21
233	Light Fixtures - GM	10d	Dec 07 21	Dec 20 21
234	Paint Gym Walls - GM	15d	Dec 07 21	Dec 28 21
235	Wood Siding - GM	20d	Dec 07 21	Jan 05 22
236	Paint Ceilings - GM	10d	Dec 14 21	Dec 28 21
237	Ceramic Tile - GM	15d	Dec 29 21	Jan 19 22
238	Prep Floor for Gym Flooring - GM	10d	Dec 29 21	Jan 12 22
239	Metal Panels - GM	20d	Jan 06 22	Feb 02 22
240	Gym Flooring Flooring - GM	20d	Jan 13 22	Feb 09 22



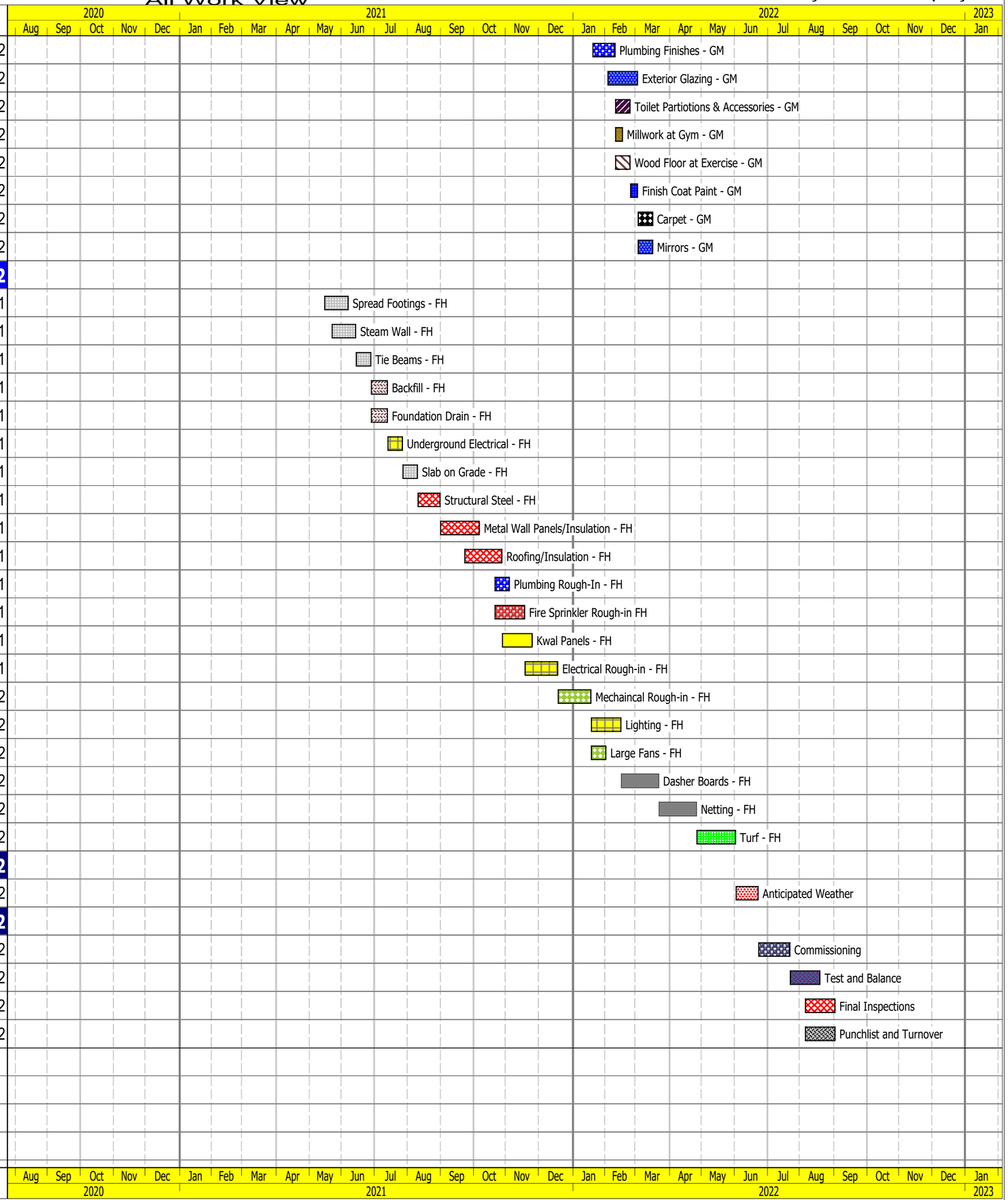
Southeast Aurora Recreation Center

Printed: 10/2/2020

*** All Work View

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
241	Plumbing Finishes - GM	15d	Jan 20 22	Feb 09 22
242	Exterior Glazing - GM	20d	Feb 03 22	Mar 02 22
243	Toilet Partiotions & Accessories - GM	10d	Feb 10 22	Feb 23 22
244	Millwork at Gym - GM	5d	Feb 10 22	Feb 16 22
245	Wood Floor at Exercise - GM	10d	Feb 10 22	Feb 23 22
246	Finish Coat Paint - GM	5d	Feb 24 22	Mar 02 22
247	Carpet - GM	10d	Mar 03 22	Mar 16 22
248	Mirrors - GM	10d	Mar 03 22	Mar 16 22
	Fieldhouse	**265d**	**May 17 21**	**Jun 01 22**
250	Spread Footings - FH	15d	May 17 21	Jun 07 21
251	Steam Wall - FH	15d	May 24 21	Jun 14 21
252	Tie Beams - FH	10d	Jun 15 21	Jun 28 21
253	Backfill - FH	10d	Jun 29 21	Jul 13 21
254	Foundation Drain - FH	10d	Jun 29 21	Jul 13 21
255	Underground Electrical - FH	10d	Jul 14 21	Jul 27 21
256	Slab on Grade - FH	10d	Jul 28 21	Aug 10 21
257	Structural Steel - FH	15d	Aug 11 21	Aug 31 21
258	Metal Wall Panels/Insulation - FH	25d	Sep 01 21	Oct 06 21
259	Roofing/Insulation - FH	25d	Sep 23 21	Oct 27 21
260	Plumbing Rough-In - FH	10d	Oct 21 21	Nov 03 21
261	Fire Sprinkler Rough-in FH	20d	Oct 21 21	Nov 17 21
262	Kwal Panels - FH	20d	Oct 28 21	Nov 24 21
263	Electrical Rough-in - FH	20d	Nov 18 21	Dec 17 21
264	Mechaincal Rough-in - FH	20d	Dec 20 21	Jan 18 22
265	Lighting - FH	20d	Jan 19 22	Feb 15 22
266	Large Fans - FH	10d	Jan 19 22	Feb 01 22
267	Dasher Boards - FH	25d	Feb 16 22	Mar 22 22
268	Netting - FH	25d	Mar 23 22	Apr 26 22
269	Turf - FH	25d	Apr 27 22	Jun 01 22
	Impacts	**15d**	**Jun 02 22**	**Jun 22 22**
271	Anticipated Weather	15d	Jun 02 22	Jun 22 22
	PROJECT CLOSEOUT	**50d**	**Jun 23 22**	**Sep 01 22**
273	Commissioning	20d	Jun 23 22	Jul 21 22
274	Test and Balance	20d	Jul 22 22	Aug 18 22
275	Final Inspections	20d	Aug 05 22	Sep 01 22
276	Punchlist and Turnover	20d	Aug 05 22	Sep 01 22



CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to AWARD AN OPLENLY SOLICITED contract to Saunders Construction, Englewood , Colorado in the amount of $94,076,155 for Work Package 3 of the Southeast Aurora Maintenance (SEAM) Facility Project. R-5661A
Item Initiator: Watson, Elly - Manager Of Business Services - Public Works
Staff Source/Legal Source: Watson, Elly - Manager Of Business Services - Public Works / Lathers, David - Senior Assistant City Attorney – City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/11/2021

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached ☐ Minutes Not Available

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

An award to Saunders Construction for Work Package No. 2 in the amount of $7,832,036.00 with contingency of $391,602.00 was approved by City Council on November 16, 2020 Agenda Item #9c

An award to Saunders Construction for Work Package No. 1 in the amount of $11,895,168.00 with contingency of $594,758.00 was approved by City Council on September 21, 2020 Agenda Item #9c

An award to Saunders Construction for pre-construction services for the Southeast Aurora Maintenance Facility in the amount of $100,000.00 was reported to Council on the Weekly Report of Purchasing Actions dated November 12, 2018.

A Southeast Aurora Maintenance Facility project update was provided to City Council Study Session on September 23, 2019, Agenda Item #4a.

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

Several recent master plans have recommended the development of a new multi-service campus in the southeastern area of town to meet the City's expansion needs. This campus will eventually be a multi-department campus housing primarily maintenance-related operations; however, Aurora Water will be the first department on the campus. The campus will be located on an 88-acre, City owned parcel located between Powhaton Road and Robertsdale Way and north of Quincy Avenue. The site will be known as the Southeast Aurora Maintenance (SEAM) site.

The first phase of Aurora Water development will consist of approximately 40 acres and approximately 367,600 square feet of building area. The campus will include: a main facility building that includes administrative office space, the water quality lab, shop workspaces, vehicular and equipment storage areas, and drive-thru operations and maintenance bays; a Warehouse and Trades Building that includes a welding shop, associated administrative office spaces, exterior storage and work areas, a drive-thru connection to the main facility building, and a loading dock; an above freezing climate-controlled storage building with drive-thru bays; a Fleet Maintenance and Wash Building that include drive-thru fleet maintenance bays and two vehicle wash bays; maintenance yard areas with material storage bins; and a fueling station. The wash bays and fueling station will be for use by all city departments. The current estimated SEAM project cost, including soft costs and contingency, is $138 million. Final project costs are dependent on final contracts for upcoming work packages, outside utility costs, and associated subcontractor bids. Construction completion is anticipated in Spring 2023.

In addition to the work on the SEAM site, the project includes the Senac Creek Sanitary Sewer Interceptor that will flow from the City of Aurora's Senac Creek Lift Station to a point near the intersection of East Mississippi Avenue and Harvest Road. This interceptor will serve the SEAM site, eliminate the need for two lift stations, and provide a regional benefit to all the future developments north of the SEAM site. The interceptor project estimate is $14.5 million.

Aurora Water and Public Works determined that the Construction Manager/General Contractor (CMGC) project delivery method was the best approach for completing the SEAM facility project. The early interaction between the design team and a CMGC firm allows for improving constructability, conducting value engineering reviews, and developing precise plans to efficiently complete multiple phases of construction work concurrently and without conflicts. Opportunities for cost savings result from the early input of construction knowledge and project management skills. Total project time can be reduced as a result of the ability to overlap the design and construction phases, the elimination of a stand-alone bid period, and early determination of efficient and effective construction methods.

Under an openly solicited Request for Proposals (RFP) process (R-5661A), Saunders Construction Inc (Saunders) was selected for the award of the CMGC contract to complete the SEAM facility project. The RFP was structured to allow for the contract award process to be completed through several phases. The first phase consisted of providing pre-construction services to complete the constructability and value engineering analysis, obtaining building department reviews and required permitting, developing work package specifications and associated cost estimates, and establishing an overall project schedule. Saunders has completed this first phase. The subsequent phases of services will consist of the construction work to be accomplished through the award of Guaranteed

Maximum Price (GMP) proposals for work packages developed under the first phase of pre-construction services. Once the GMP is established for each work package, they will be brought forward to Council for approval. Staff anticipates there will be four total work packages:

· Work Package 1 (Approved September 21, 2020)- Site Utilities, Earthwork Grading, & Asphalt Paving
· Work Package 2 (Approved November 16, 2020)- Concrete Foundations and Shop Drawings
· Work Package 3 (This request January 11, 2021)- Main project package for all four buildings including structural steel, enclosures, interiors, mechanical, electrical, plumbing, and fire protection
· Work Package 4 (Anticipated March/April 2021)- Senac Creek Interceptor

At this time, staff is requesting approval of Work Package No. 3 for the remainder of work on the SEAM site including structural steel, enclosures, interiors, mechanical, electrical, plumbing, and fire protection for all four buidlings. The GMP for Work Package No. 3 is in the amount of $94,076,155.00. This proposed GMP amount is based on the competitive cost criteria that was accepted during the initial evaluation of the firms which included general conditions, overhead and fee, and established labor and equipment rates. The final GMP for trades included in this work package is based on competitive subcontractor bids. Therefore, the GMP is considered to be fair and reasonable.

Recommendation
Based on the above, staff recommends that the City award the openly solicited contract with Saunders Construction of Englewood Colorado in the amount of $94,076,155.00 for the award of Work Package 2 for the Southeast Aurora Maintenance (SEAM) Facility project. In addition, a two-and-a-half percent contingency ($2,351,904.00) based on the total award amount cited above is requested to be approved for this project.

QUESTIONS FOR COUNCIL

Does Council approve the award of the openly solicited contract with Saunders Construction of Englewood Colorado in the amount of $94,076,155.00, and the contingency of $2,351,904.00, for Work Package 3 of the Southeast Aurora Maintenance (SEAM) Facility Project?

LEGAL COMMENTS

Contracts for the purchase of supplies, services, and construction shall be awarded to the lowest responsive bidder or most advantageous proposal as specified by project in the request for proposal for each project except as otherwise provided in this article (City Code § 2-671). 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

☒ YES ☐ NO

If yes, explain: Funding for this contract will be from the Capital Improvement Program: Water Fund- $57,856,835 and Wastewater Fund- $38,571,224.

Orgs used: 52805– Maintenance Facility- Water; 52354- Maintenance Facility- Sewer; 52355- Maintenance Facility- Storm

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A


SEAM
Site
E Quincy Ave
CAPSTC
E Quincy Ave & S Robertsdale Way
Fairgrounds Access Road
S Harvest Rd
E Chenango Dr
S Haleyville St
E Queensburg St
Binney
S Powhaton Rd
Google Earth
© 2018 Google
N
4000 ft
175

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
SAUNDERS CONSTRUCTION LLC **ENGLEWOOD, CO** Dept: Water	Award an openly solicited contract to Saunders Construction LLC to provide Construction Manager/General Contractor (CM/GC) pre-construction services for the Southeast Area Maintenance Facility (SEAM) Project. The CM/GC services were solicited under a formal competitive Request for Proposal (RFP) process. Proposals were evaluated based on the following criteria contained in the RFP: 1. Quality of the CM/GC's proposal; 2. Proposed preconstruction/design service & cost criteria; 3. Management approach; 4. Proposed project team; and 5. Self-performance work areas and proposed subcontractor plan. The construction of the project will be completed under a CM/GC project delivery method. The first phase consists of pre-construction services for completing a constructability and value engineering analysis, obtaining building department reviews and required permitting, developing work package specifications and associated cost estimates, and establishing an overall project schedule. The construction work will be accomplished through the award of GMP proposals that will be established for each work package. When the GMP for each work package is established, it will be brought forward to City Council for approval. Saunders preconstruction fee of $100,000 was the highest among the three short-listed firms; however, their fee was within approximately $2,000.00 of the next firm and approximately $12,000.00 of the lowest firm. More importantly, they had programmed more hours than all firms except GE Johnson (and GE Johnson had a deduct to their proposal cost to "ensure competitiveness"). Saunders' proposed hours were more in line with what is needed to perform the desired preconstruction services. When dividing the total cost by the hours included in the proposed fee, Saunders was in the middle of the three short-listed firms. The fee was only a part of the overall scoring and Saunders brought value in the other areas as well. The total budget for this SEAM project, including construction, is $40,000,000.00. Based on staff's detailed review and comparison of the costs submitted by the three shortlisted firms, the proposal from Saunders Construction is considered to be fair and reasonable. *This award is the result of an open solicitation where the City received at least 3 offers, and technical qualifications were used as part of the evaluation criteria along with the price. 2-672-(a), (3), (a) (2)*	$100,000.00	R-5661a M.A. Mortenson $87,810.00 GE Johnson $98,116.00 Saunders $100,000.00

AGENDA

City Council Study Session
(1st Floor Aurora Room)
Monday, September 23, 2019
5:30 p.m.

1. ITEMS FROM THE MAYOR

a. Executive Session Update

b. Mayor's Update

c. Issue Update

2. CONSENT CALENDAR

a. Reappoint two (2) members to the Cultural Affairs Commission
Staff Source: Stephen Ruger, City Clerk

b. Appoint Metro District Board Member for the MJC Metro District
Staff Source: Mark Geyer, Project Manager

3. ITEMS FROM THE POLICY COMMITTEES

(The following items require formal action)

a. Detention Center Health Hazard Notification Requirement – Public Safety, Courts and Civil Service Policy Committee (5/5)
Presenter: Stephen McInerny, Deputy Fire Chief

b. Chapter 62 Criminal Nuisance Property Ordinance – Public Safety, Courts and Civil Service Policy Committee (20/10)
Presenter: Harry Glidden, Police Division Chief

(The following item requires No formal action)

c. Quincy Reservoir Evaluation – Water Policy Committee (5/10)
Presenter: Marshall Brown, General Manager

4. ITEMS FROM THE MANAGER

(The following item requires No formal action)

a. Southeast Area Maintenance Facility (SEAM) Project Update (30)
Presenter: Marshall Brown, General Manager

5. ITEMS FROM THE CITY COUNCIL

a. Colorado Municipal League (CML)/National League of Cities (NLC) – Mayor Pro Tem Roth

b. Legislative Update – Council Member Richardson

c. Denver Regional Council of Governments (DRCOG) – Mayor Pro Tem Roth

d. Fitzsimons Redevelopment Authority (FRA) Update – Mayor LeGare

e. E-470 Update – Council Member Bergan

f. Aurora Economic Development Council (AEDC) Update – Council Member Berzins

9/20/2019

a. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Velocity Constructors, Inc., Englewood, Colorado in the amount of $7,847,413.00 for the Quincy Intertie Improvements, Project No. 5787A.
Presenter: Bedford, Dean - Principal Engineer - Aurora Water/Lathers, David, Senior Asst City Attorney

Motion by Coombs, second by Marcano, to approve item 9a.

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

Marshall Brown, Director, Aurora Water, did so.

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

b. Consideration to AWARD A SINGLE SOURCE CONTRACT to Xerox Corporation, Denver, Colorado in the not-to-exceed amount of $252,000.00 for print production equipment for the Print Shop.
Presenter: Stuart, Kim - Director of Communications – Communications/Lathers, David, Senior Asst City Attorney

c. Consideration to AWARD AN OPENLY SOLICITED contract to Saunders Construction, Englewood, Colorado in the amount of $11,895,168 for Work Package 1 of the Southeast Aurora Maintenance (SEAM) Facility Project. R-5661A
Presenter: Watson, Elly - Manager of Business Services - Public Works/Lathers, David, Senior Asst City Attorney

Motion by Coombs, second by Marcano, to approve items 9b - 9c.

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

d. Consideration to EXTEND A SINGLE SOURCE CONTRACT to Shibumi Consulting Services LLC, Tempe, Arizona in the total amount of $175,000.00 for on-call support and consulting services on the Water Department's customer billing software through August 2021.
Presenter: Giddings, Jo Ann - D/D Water Financial Admin - Aurora Water/Lathers, David, Senior Asst City Attorney

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

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

e. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Core & Main LP, Henderson, CO in the total not-to-exceed amount of $459,300.00 to purchase pipeline parts as required for the Water infrastructure through September 30, 2021. (B4483)
Presenter: Lertch, Marena - Manager Wtr Service Operations – Aurora Water /Lathers, David, Senior Asst City Attorney

f. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Ferguson Waterworks, Aurora, CO in the total not-to-exceed amount of $392,600.00 to purchase pipeline parts as required for the Aurora Water infrastructure through September 30, 2021. (B4483)

9. CONSENT CALENDAR

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

9.a. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Evoqua Water Technologies LLC, Sarasota, Florida in the amount not to exceed $135,000.00 to cover the cost of Akta Klor 25 water treatment chemical (Sodium Chlorite) from 11/1/20 through 2/28/21.** 42

Presenter: Bobby Oligo - Manager of Water Treatment – Aurora Water

Attorney: David Lathers, Sr. Assistant City Attorney

9.b. **Consideration to AWARD A SINGLE SOURCE CONTRACT to BKD, LLP Denver Colorado in the amount of $978,690 for financial statement audit services through the year 2025** 47

Presenter: Nancy Wishmeyer, Controller

Attorney: Hanosky Hernandez, Assistant City Attorney

9.c. **Consideration to AWARD AN OPLENLY SOLICITED contract to Saunders Construction, Englewood , Colorado in the amount of $7,832,036 for Work Package 2 of the Southeast Aurora Maintenance (SEAM) Facility Project. R-5661A** 56

Presenter: Watson, Elly, Manager of Business Services

Attorney: David Lathers, Sr. Assistant City Attorney

9.d. **Consideration to AWARD A SINGLE SOURCE Contract to the Aurora Economic Development Council (AEDC), Aurora, Colorado in an amount not to exceed $550,000 for services to retain, expand, and attract companies and employment within the City of Aurora.** 62

Presenter: Butz, Frank - Project Manager - Planning & Development Services

Attorney: McKenney, Christine, Client Group Manager

CITY OF AURORA
Council Agenda Commentary

Item Title: Crestone Water Supply Agreement
Item Initiator: Young, Sarah – D/D Planning and Engineering – Aurora Water
Staff Source/Legal Source: Young, Sarah – D/D Planning and Engineering – Aurora Water / Christine McKenney
Outside Speaker: N/S
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 12/21/2020

Regular Meeting: N/A

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/18/2020

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

On August 21, 2017, City Council approved an agreement between the City of Aurora and ConocoPhillips for delivery of reusable South Platte Water.

On November 18, 2020, The Water Policy Committee supported forwarding the Crestone Water Supply Agreement forward to Study Session.

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

Background

Crestone Peak Resources Operating, LLC (Crestone) is an oil and gas development company who purchased all of the Conoco Philips oil and gas assets in Aurora in 2019. Crestone is developing oil wells within the city limits of Aurora. City Ordinance 138.54 requires water used within the city limits be supplied by the Aurora Water Department. The need for water will occur at multiple locations throughout the City (where permitting and drilling approval has been granted) over the next five to ten years. The water supply need is temporary and only required until well development is complete. The proposed request will not create permanent additional demand to the water system.

Aurora Water entered into a Water Supply Agreement with Conoco Philips in 2017 to supply water for oil and gas development. When Crestone acquired Conoco's assets, they assumed the Water Supply Agreement. The agreement is set to expire in mid-2021 and both parties agreed to update terms in the agreement to reflect current conditions.

Item Summary

The Crestone Water Supply Agreement includes the following terms:

- Five year term with option for one five year extension. The five year extension can only be approved by the General Manager if City has stayed within normal water supply conditions as outlined by the Water Management Plan (no additional drought restrictions imposed).
- Crestone can store the water for use either inside or outside the City limits but all water purchased from the City must be used within City.
- Delivery of water will be from existing tap on the Prairie Waters Pipeline (PWP) or from future Delivery Points identified by the City. (One future location will be from our Sand Creek Reclaimed Water System).
- Crestone and Aurora Water will meet annually to discuss the upcoming years demands and available supplies.
- Crestone will pay $3,600 per acre foot for water from the PWP system. Other delivery points may have their own unit rate depending on cost of water to City. Water rates may be adjusted if costs to supply increase.
- Conoco Phillips pre-paid for water while the PWP tap was being installed and the City owes Crestone those same water volumes in the first term of the agreement if requested.
- If the City inacts curtailment due to water storage, they will reduce Crestone water volume by the same percentage.
- Aurora Water has approved an alternate source of supply in the instance the City cannot meet the waters supply requirements and has confirmed that the supply does not impact Aurora's near term or long term water supplies. Additional alternate supplies may be considered under the same requirement.
- This agreement replaces the Conoco Phillips agreement in full.

QUESTIONS FOR COUNCIL

Does Council support forwarding the Crestone Water Supply Agreement forward to Study Session?

LEGAL COMMENTS

Pursuant to Chapter 138 of the Aurora City Code, "it shall be unlawful for any person to develop or use for any purpose, except as approved in writing by the director of water, including domestic and irrigation uses, within the city limits, any independent water system as defined in this article." (McKenney)

PUBLIC FINANCIAL IMPACT

☐ YES ☐ NO

If yes, explain: Public Financial Impact: This agreement will provide additional revenue to the City of Aurora in the approximate amount of $3M - $4M per year, depending upon the amount of water that is used per year. Crestone will pay $3,600 per acre foot from the PWP system. The agreement has a five-year term with an option for one five-year extension upon the approval of the General Manager.

Org Name: Water Ops Fund Admin (0500)

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

Agreement for Delivery of Non-Potable Water

This agreement for delivery of non-potable water ("**Agreement**") is by and between the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("**City**"), and Crestone Peak Resources Operating LLC, a Delaware limited liability company, ("**Customer**"). City and Customer may be referred to as "Party".

Recitals

1. City owns and operates a municipal system that provides non-potable water for certain entities within the boundaries of the City, that includes the reusable municipal return flows to the South Platte River, water from the Sand Creek reclaimed water system, groundwater, or any other non-potable source as deemed appropriate by the City and approved for commercial use by the State of Colorado including the Colorado Department of Health and Public Safety ("**Non-Potable Water**").

2. Customer has state and local permits for operations within the City boundaries and has use for Non-Potable Water from the City system.

3. City and ConocoPhillips Company ("**ConocoPhillips**") previously entered into an Agreement for Water Delivery dated September 18, 2017 ("**Previous Agreement**"). Customer purchased assets owned by ConocoPhillips and is the successor in interest to the Previous Agreement. Customer has agreed to enter into a new Agreement for Water Delivery with the City.

4. City and Customer desire to enter into this Agreement for the delivery of agreed upon quantities of Non-Potable Water to Customer.

Agreement

Now, therefore, for valuable consideration, City and Customer agree as follows:

1. <u>Term of Agreement</u>.

a) The term of this Agreement will be for a period of five (5) years from the Effective Date unless terminated earlier under the provisions of this Agreement ("**Initial Term**").

b) Customer may request that this Agreement be extended for one additional five (5) year period beyond the Initial Term ("**Extended Term**"). If Customer desires to extend the Term of this Agreement beyond the Initial Term, Customer shall deliver written notice no less than ninety (90) days prior to the last day of the Initial Term. If the Customer fails to give notice or if the request is not approved by the General Manager of the Utility Enterprise of the City of Aurora ("**General Manager**"), this Agreement will terminate at 11:59 p.m. of the last day of the Initial Term.

The General Manager may approve the Extended Term only upon the same terms and conditions and only if the City water system has been operating within normal water supply conditions during the Initial Term pursuant to the current Aurora Water Management Plan ("**WMP**") .

2. Operational Intent. Customer may temporarily store the Non-Potable Water delivered under this Agreement in storage locations within or outside the City's boundaries prior to usage. Storage locations within the City boundaries must be approved by the City prior to usage, which approval must not be unreasonably withheld, conditioned, or delayed. All Non-Potable Water purchased from the City must be used within the City unless otherwise approved by the General Manager on a case by case basis and based on the conditions of water supply and operation of infrastructure.

Customer shall monitor and account for the Non-Potable Water provided and stored under this Agreement and its use at the permitted pad site locations within the City on accounting forms approved by the General Manager. Customer shall monitor and account for all deliveries using City approved and calibrated meters at pad sites and at tap/connection locations to accurately report the amount of Non-Potable Water supplied monthly.

3. Delivery Points. City shall provide delivery access for the Non-Potable Water from locations determined by the City ("**Delivery Point**"). The Delivery Points as of the Effective Date of this Agreement are listed on **Exhibit A**. The City, through the General Manager, may authorize new or additional locations from which customer can obtain Non-Potable Water ("**Additional Delivery Point**"). Prior to the use of a Delivery Point, a formalized operations plan must be developed and approved by Aurora Water operations staff.

The existing Delivery Point located northeast of the intersection of 6th Avenue and Powhatan Road in Arapahoe County is paid in full.

4. Amounts and Delivery Schedule.

a) Parties must meet annually (prior to April 1) ("**Delivery Schedule Meeting**") to estimate the annual amount of Customer's Non-Potable Water volumes and the timing of delivery for the following calendar year ("**Delivery Schedule**"). City shall provide to Customer the City's supply projections available at each Delivery Point for the upcoming year. Customer will provide City with updated projected water volumes quarterly.

b) The Customer may adjust the expected Non-Potable Water volumes at the Delivery Schedule Meeting as material changes in market conditions exist, or as Customer's projected operations change. The City will provide to Customer the Non-Potable Water delivery amounts available at each Delivery Point.

c) Except as described in this Agreement, the City is not obligated to provide water to Customer.

5. Consideration.

a) Customer shall pay Three Thousand Six Hundred Dollars ($3,600.00) per acre foot for Non-Potable Water delivered to the Delivery Point ("**Unit Rate**"). The Unit Rate will automatically increase on the first day of January for each year during the Term, beginning on January 1, 2022. The Unit Rate will increase by whichever is greater:

- the overall recommended "Utility Sales Revenue Increase" for water to be implemented during such year as set forth in a rate study undertaken by City from time to time, or
- the rate of one percent (1%) compounded annually.

b) **Additional Costs**. The General Manager may adjust the Unit Rate from a new Additional Delivery Point and existing Delivery Point if there are added costs. The added costs must pertain solely to the Additional Delivery Point or existing Delivery Point. City may include any costs that are under Ten Thousand Dollars ($10,000.00) without the consent of Customer. Any costs exceeding Ten Thousand Dollars ($10,000.00) must be agreed upon in writing by both Parties.

The City shall provide Customer with written notice of any increase in Unit Rate due to added costs associated with the Delivery Point. The notice must provide an explanation of the work to be performed and the increase in cost. If the cost exceeds Ten Thousand Dollars ($10,000.00), Customer will have thirty (30) days to agree.

If no response is given or if Customer does not consent to the increase then the City may proceed with the work at its own expense.

Any dispute between the parties about Unit Rate increase at a Delivery Point will not prevent or affect the delivery of water at any other existing Delivery Point under this Agreement.

c) Under the Previous Agreement between the City and ConocoPhillips, ConocoPhillips paid for water which was not delivered and resulted in a volume of Non-Potable Water being owed to ConocoPhillips by the City ("**Owed Water Volumes**"). Customer is the assignee and successor to the Previous Agreement. The assignment of the Previous Agreement to Customer transferred any Owed Water Volumes to Customer for their benefit. City acknowledges that Customer may use these Owed Water Volumes as consideration for Non-Potable Water volumes delivered to Customer during this Agreement.

Owed Water Volumes are listed on **Exhibit B** of this Agreement. Non-Potable Water delivered to Customer will be deducted from the Owed Water Volumes. An accounting will be kept between the parties and will be reviewed at the Delivery Schedule Meeting or as needed throughout the year as water use occurs.

Owed Water Volumes must be delivered by the City during the initial term of the Agreement in accordance with information relayed at the Delivery Schedule Meeting. In the event of force majeure under Section 16 of this Agreement, Owed Water Volumes may

be applied after the term of the Agreement expires if Force Majeure limits the City's availability of Owed Water Volumes.

6. **Customer Transmission Responsibility**. Customer is responsible for the transmission or transportation of Non-Potable Water from the Delivery Point to Customer's storage locations and all other operational locations.

7. **Quantity, Source, and Quality of Water**. Under no circumstances will this Agreement be interpreted to mean that City must supply any specific source of water or quantity of water. City does not warrant or guaranty any water quality standards with respect to the Non-Potable Water to be delivered as provided for under this Agreement and Customer hereby waives any such warranty or guaranty. The quantity delivered to the customer will be at the discretion of City and will be established after the parties meet at the beginning of first quarter each year.

8. **Curtailment**. Any curtailment or limitation of the delivery of Non-Potable Water under this Agreement ("**Curtailment**") must be in accordance with the Water Availability Resolution as declared by City Council unless required because of infrastructure or operational issues. If Curtailment is for operational issues which are not outlined in the Water Availability Resolution, the City shall notify Customer of the reason for the Curtailment.

If City Council declares a different water availability tier within the City the General Manager of Aurora Water may reduce the volume of available water to the Customer based on the water available to the system as consistent with the Water Availability Resolution passed by City Council. The City shall provide at least two (2) weeks-notice before there is a change of water available to the Customer. Such reduction is intended to be:

- consistent with the curtailment of other City water customers;
- consistent with recommendations approved by the City Council;
- consistent with the Water Availability Resolution; or
- due to a force majeure event as defined in this Agreement.

If City invokes Curtailment within the City in accordance with the Water Availability Resolution, or otherwise, the City may reduce the volume of available Non-Potable Water to the Customer in accordance with the same restrictions, and not in excess of, those applied to other irrigation water customers.

City will provide a quarterly update on the status of City water supply including any impending Curtailment to allow Customer to identify other sources of water for its operations. If Curtailment is enacted by the City, Customer may utilize other water sources from outside the City limits for its operations for the period of the Curtailment and the equivelant volume associated with the Curtailment. If City terminates the Curtailment, Customer will have two (2) weeks to return to full use of City's available Non-Potable Water.

If an infrastructure outage impacts the Delivery Points, Customer may utilize other water sources from outside the City limits for its operations for the period of the outage and the equivelant volume associated with the outage.

9. **Other Water Sources**. If the City is unable to meet Customer's water supply needs at the Existing or New Delivery Points, then Customer may use the Flying B2O water source (as identified in Appendix A) or may request approval from the General Manager to use a different sourceas allowed by City Code. The approved source must not negatively impact the City of Aurora water supply or drought protection supply. Customer must request approval to use a different water source in writing. General Manager shall respond within two (2) weeks of the date of the request unless the parties mutually agree that a longer time period for due diligence is necessary for City approval. If General Manager does not approve or reject the request within two (2) weeks of receipt (or the mutually agreed upon time) then the request is deemed approved. General Manager shall not unreasonably withhold approval for Customer's request to use a different water source.

City acknowledges Customer has contracts with other water providers. Nothing in this Agreement prevents Customer from using water under these contracts to supply their water needs at well surface sites outside the City limits.

10. **Payment Terms**. City will bill the Customer monthly for any Non-Potable Water delivered under this Agreement during the preceding month, based on meter readings to be taken by City at the Delivery Point. Each invoice must establish the actual volume of Non-Potable Water delivered. The Customer shall pay all such invoices within twenty (20) days of the date of the invoice and all late payments will bear interest at an annual rate of twelve percent (12%). Within twenty (20) days of the date of an invoice from the City, Customer shall make a timely payment or shall notify the City that Customer will deduct Owed Water Volumes to cover the volume on the invoice. City's failure to invoice Customer will not excuse Customer's obligation to make payment under this Agreement. In the event that an invoice is in arrears due to the delay of City, no interest will accrue until twenty (20) days have passed after the invoice is received by Customer.

11. **Non-Assignability and No Subleases**. Customer may only assign or delegate rights under this Agreement to a subsidiary or other affiliate. Except as provided above, the Parties may not assign their rights or delegate their duties.

12. **No Rights Conferred**. This Agreement does not confer water rights upon Customer. This Agreement does not enable Customer to make claim against City for any of City's water or other raw water, except as described. Customer further acknowledges that its rights under this Agreement are subject to the statutory prohibition against vesting of a continued right to use the Water and that this Agreement is subject to the limitations set forth in C.R.S. § 31-35-201.

13. **No Opposition to City Water Court Matters**. From the Effective Date of this Agreement and for the Initial or Extended Term, Customer shall not oppose Aurora in any Colorado Water Court applications filed by Aurora except to assert injury to a vested or conditional water right.

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

15. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties.

16. Failure to Perform Due to Force Majeure.

a) Subject to the terms and conditions in this Paragraph, no Party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that:

1. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the force majeure;
2. the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and
3. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the force majeure event or condition.

b) Force majeure means any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation:

1. changes in federal or state law, or administrative practice concerning water rights administration, water quality or stream flow requirements,
2. changes in state water rights administrative practice concerning the reuse of reclaimed water through leases to others for use at locations outside the City limits, including, but not limited to, challenges to retained dominion and control,
3. acts of God,
4. sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes,
5. sabotage, vandalism beyond that which can be reasonably prevented by the Party,
6. terrorism, eco-terrorism, war, riots, fire, explosion, blockages, insurrection, epidemics, pandemics, protests,
7. bans, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group),
8. severe weather, snow, other extreme weather conditions,
9. actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance,
10. inability, despite due diligence, to obtain required licenses, permits, approval or water supplies, and,
11. changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises, and
12. drought.

c) In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this Agreement beyond its stated term, except as applicable to Owed Water Volumes under Section 5 (c) of the Agreement. The Parties may re-negotiate authorized water delivery sources and obligations during a force majeure event.

d) Cooperation under Force Majeure. Should there be evidence of force majeure that may affect or has affected the ability of any Party to meet their obligations under this Agreement, the Parties agree to meet and negotiate in good faith any modifications to this Agreement to ensure a reasonable and coordinated response to such force majeure with the goal of forestalling a force majeure event.

17. Sole Obligation of Utility Enterprise.

a) This Agreement does not constitute a general obligation or other indebtedness of the City of Aurora ("Aurora"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of Aurora.

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

18. Miscellaneous.

a) Intent of Agreement. This Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to and will not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of City, Customer, or any other entity not a party hereto.

b) Severability. If any portion, part or provision of this Agreement is held invalid, illegal or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the portion, part or provision, held unenforceable, in valid or illegal will be changed and interpreted so as to best accomplish the objective of such unenforceable or invalid portion and the intent of the parties, and such portion, part or provision will be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it will be severed from this Agreement and the remaining portions of this Agreement will be valid and enforceable.

c) Waiver of Breach. Waiver of breach of any of the provisions of this Agreement by either Party will not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

d) Multiple Originals. This Agreement may be executed in any number of counterparts, each one of which will be deemed an original, but all of which constitute one Agreement. Scanned or faxed signatures will be accepted as originals.

e) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.

f) Notice. All noticesor other communications ("**Notices**") must be in writing and given by:

1. established express delivery service which maintains delivery records requiring a signed receipt,
2. hand delivery, or
3. certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the Parties may designate by Notice in the above manner.

To City:	City of Aurora 15151 East Alameda Parkway, Suite 3600 Aurora, CO 80012-1555 Attn: General Manager, Aurora Water
With copy to	City of Aurora 15151 East Alameda Parkway, Suite 5300 Aurora, CO 80012-1555 Attn: City Attorney
To Customer:	Crestone Peak Resources Operating LLC Attn: Supply Chain 1801 California St, Suite 2500 Denver, CO 80202 supplychain@crestonepr.com
With copy to	Crestone Peak Resources Operating LLC Attn: Shea Kauffman / Legal 1801 California St, Suite 2500 Denver, CO 80202

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

h) No Attorneys' Fees. In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement, each Party is responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

i) No Construction Against Drafter. This Agreement was drafted by City with review and comment from the attorney for Customer. Accordingly, the Parties agree the legal doctrine of construction against drafter will not be applied should any dispute arise concerning this Agreement.

19. **Effective Date**. The "**Effective Date**" of this Agreement is the date the last Party has executed this Agreement.

20. **General Indemnity**. Customer shall indemnify, defend and hold harmless City from and against all third-party claims to the extent relating to Customer's operations under this Agreement, not including claims or damages caused by the negligence, willful misconduct, or malicious acts or omissions of City, its agents, representatives, or contractors.

21. **No Operating Obligation**. Nothing in this Agreement will be deemed or construed as creating any obligation on City to operate its facilities in any particular manner so long as City complies with the express terms of this Agreement.

22. **Subordination Clause**. This Agreement is expressly subordinate to any present use of water supply for municipal purposes within the City, or to meet contracted water delivery obligations of City entered into prior to the Effective Date of this Agreement.

23. **Remedies for Customer's Monetary Default**.

a) Suspension of Deliveries. If Customer does not timely satisfy any of its payment obligations under this Agreement, City may give Customer a notice of default. If Customer does not cure the default by making full payment within seven (7) business days from receipt of the default notice, City may in addition to pursuing any other remedies available to them at law or in equity may suspend deliveries to Customer.

b) Termination of Agreement. If Customer fails to cure the default within ninety (90) days from receipt of the default notice described above, then City may, in addition to pursuing any other remedies available to them at law or in equity, terminate this Agreement.

24. **Limitation in Damages**. Neither Party is entitled to recover any special, consequential or punitive damages for the other Party's breach of this Agreement.

25. **Previous Agreement**. This Agreement replaces the Prior Agreement that was assigned to Customer from ConocoPhillips dated September 18, 2017.

Signatures on Following Pages

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

_____ _____
Mike Coffman, Mayor Date

Attest:

_____ _____
Susan Barkman Date
Interim City Clerk

Approved as to form for Aurora:

Christine McKenney

_____ 11/4/20 2003723
Christine McKenney Date ACS #
Client Group Manager

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

Customer:

Crestone Peak Resources Operating LLC,
a Delaware limited liability company

By: _____
Name: Anthony G. Buchanon
Title: President and CEO
Date: _____

Colorado

Arapahoe and
Adams Counties

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Anthony G. Buchanon as, President and CEO, acting on behalf of the Crestone Peak Resources Operating LLC, a Delaware limited liability company.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

Exhibit A
To Agreement for Delivery of Non-Potable Water
Dated _____
Delivery Points

- Priarie Water Connection – Approx. 6th and Powhaton Rd (northeast corner of intersection)

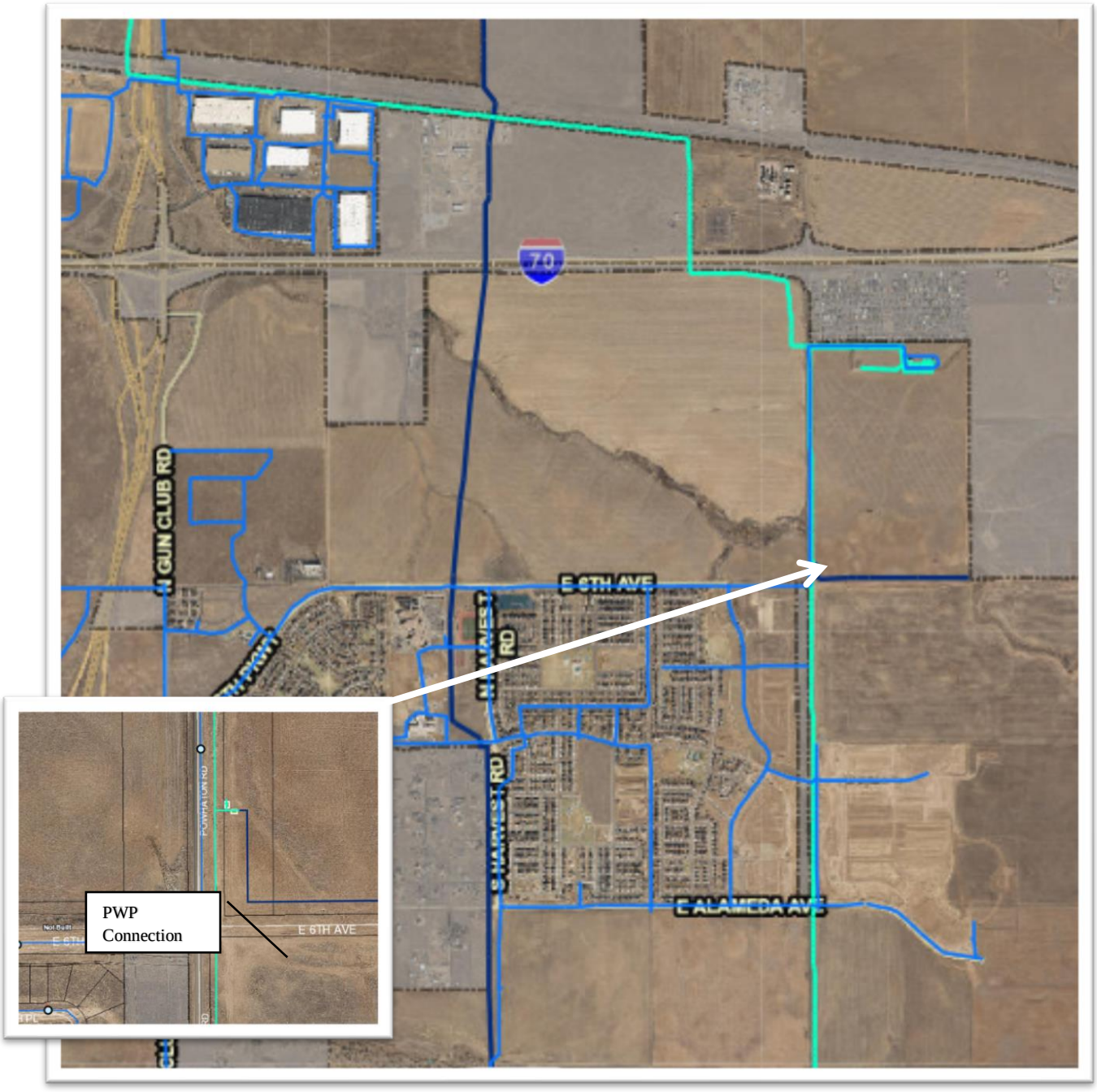


Exhibit B
To Agreement for Delivery of Non-Potable Water
Dated _____

Owed Water Volumes

Date	Owed Water Volumes
Effective Date of this Agreement	6,449,192 bbls of water

Appendix A
To Agreement for Delivery Non-Potable Water
Dated _____, 2020

Description of Flying B2O as authorized water source

Name	Flying B2O, LLC
State of CO ID number	20181433043
Principal office street address	7300 Yulle Road, Strasburg, CO 80136

Agreement for Delivery of Reusable Raw Water

This Agreement ("Agreement") is entered into as of the Effective Date (as defined in Paragraph 20 below) by and between the CITY OF AURORA, COLORADO, a Colorado municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise ("City"), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012, and CONOCOPHILLIPS COMPANY, a Delaware corporation, whose address is 600 North Dairy Ashford, Houston, Texas 77079 ("Customer") (City and Customer may be referred to individually as a "Party," or together as the "Parties").

Witnesseth

WHEREAS, City owns and operates a municipal system that provides Reusable Raw Water, as hereinafter defined, to the inhabitants of the City and by contract to certain areas outside the City, that includes the reusable municipal return flows to the South Platte River; and,

WHEREAS, Customer has been issued state and local permits for operations within and outside of the City boundaries, and has use for a certain portion of Reusable Raw Water from the City system, and per City Ordinance 138.54 is required to use City sourced water for activity within the City's boundaries; and,

WHEREAS, City and Customer desire to enter into this Agreement whereby City will deliver agreed upon quantities of Reusable Raw Water to Customer; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, City and Customer hereby agree as follows:

Agreement

1. **Term of Agreement.**

(a) The term of this Agreement shall commence on September 1, 2017 (the "Commencement Date") and, unless sooner terminated by Customer upon a minimum of 6 months advance written notice to City, will continue until the last date for delivery of Reusable Raw Water on August 31, 2022 (the "Term").

(b) Customer may request that this Agreement be extended for one additional five-year period beyond August 31, 2022, which extension shall be subject to renegotiation of the terms and conditions of this Agreement including, without limitation, the delivery schedule, the Delivery Points and the unit rate, as each is more particularly described in Section 4 of this agreement. If Customer desires to extend the Term of this Agreement beyond August 31, 2022, Customer shall deliver written notice to City requesting an extension no less than 90 days prior to August 31, 2022. Upon request by customer for an extension the Parties shall begin negotiations regarding

the terms and conditions for the extended term. If the Customer fails to give notice as specified above or if the Parties fail to agree in writing on the terms and conditions for the extended term on or before July 30, 2022, this Agreement shall terminate on August 31, 2022 unless otherwise agreed by the Parties.

The Director of the Aurora Water department (the "Director") may approve an extension of this agreement with the same terms and conditions for an additional five-year period, if the City Water System has been operating within normal drought stage conditions for the prior term.

2. **Operational Intent.** Customer intends to store the Reusable Raw Water delivered under this Agreement in storage locations, whether within or outside City boundaries or a combination of locations, prior to usage.

Customer agrees to monitor and account for the Reusable Raw Water provided and stored under this Agreement and its use of Reusable Raw Water at the permitted pad site locations within the City boundaries. Customer agrees to use meters at pad sites within the City and accurately report the amount of Reusable Raw Water used to City quarterly. The delivery allocation of Reusable Raw Water to the Customer from the Delivery Points shall not be less than the amount of Reusable Raw Water used at the pad sites within the City.

3. **Delivery Points.** City will provide delivery access for the Reusable Raw Water from the Prairie Water Pipeline system ("PWP"), either at a pump station or at locations along the PWP that are mutually satisfactory to the Parties ("Delivery Points").

(a) It will be the responsibility of the City to design, engineer and construct the Delivery Point(s). The City may recover 110% of the cost of the Delivery Point(s) improvements as described in Section 5 of this agreement. The Delivery Point design must be reviewed and approved by Customer, within 30 days of being provided by City, to insure compatibility to its operations. The initial Delivery Point will be constructed near Powhaton and 6th Avenue.

(b) Additional Delivery Points may be requested and constructed in the future. If and when the Additional Delivery Points become necessary for Customer, Customer will provide the City with the desired location(s) of the Additional Delivery Point(s), and if the location is acceptable to the City, this agreement will be amended to reflect the Additional Delivery Point(s). If the location of the Customer's proposed Additional Delivery Point(s) is not acceptable to the City, then the City will provide alternate locations, not to exceed two (2) miles from the Customer's proposed location, and the parties will amend this Agreement to include such Alternate Delivery Point(s).

4. **Amounts and Delivery Schedule.**

(a) At least twice a year during the Term, on or about October 31 and April 1, beginning with deliveries to occur in 2018, the Parties will meet to estimate the annual amounts and timing of Reusable Raw Water to be delivered by City to the Delivery Points.

(b) Customer represents that it will need deliveries of Reusable Raw Water between 24 acre-feet and 65 acre-feet for each operational event and there will be 1 or 2 operational events in 2017, approximately 10 to 25 events in 2018, and up to 30 events in 2019 (see Exhibit A). There is contingency built into these numbers as there will be water needs for pipeline hydrotests, pad construction, and other general drilling activity.

(c) The number of operational events in future years is currently unknown and these ranges may be adjusted at the annual meeting between parties based on water use availability and Customer needs for the upcoming year.

(d) At the periodic meetings to be held in accordance with Section 4(a), the City's agreement to provide volumes of Reusable Raw Water for Customer's operations each year, available at the beginning of the year, will be memorialized in Exhibit A, and approved by the Director, subject to any force majeure event as defined in paragraph 7.

(e) Customer acknowledges that City has developed a Water Management Plan, a copy of which has been provided to Customer, and that City's obligations to deliver Reusable Raw Water under this Agreement may be subject to certain conditions and limitations as set forth in the City's Water Management Plan, together with the policies and ordinances of the City adopted pursuant thereto. The foregoing notwithstanding, in the event the City determines, in accordance with the terms and provisions of the Water Management Plan, that any curtailment or limitation of its obligation to deliver Reusable Raw Water under this Agreement is required ("Curtailment"), such Curtailment will be subject to the same limitations and conditions as are applied to other industrial water customers within the City. City will provide Customer with a minimum advance notice of 6 months for any impending Curtailment to allow Customer the opportunity to identify other sources of water for its operations. If Curtailment is enacted by the City, Customer may utilize other water sources from outside the City limits for its operations. The Parties acknowledge that this Agreement contemplates furnishing Reusable Raw Water outside the City boundaries. When City invokes Reusable Raw Water use restrictions within the City in accordance with this Paragraph, the Director may reduce the volume of available Reusable Raw Water to the Customer by the same percentage as applicable to use within the City.

5. **Consideration.**

(a) City will design and construct the Delivery Points at locations to be agreed upon by Customer and City. Upon completion of construction, City will provide Customer with documentation sufficient to verify the actual out of pocket costs, exclusive of overhead and staff time, incurred by City to construct the Delivery Points ("Delivery Point Costs"), which amount, as adjusted in accordance with the following subparagraph (b), will be used to determine the price payable per acre foot of Reusable Raw Water pursuant to this paragraph. The Delivery Point Costs will be reimbursed to City through an increased cost for Reusable Raw Water paid by Customer. Customer will initially pay to City a unit rate of $2,700 per acre-foot of Reusable Raw Water delivered under this Agreement, of which $500 per each acre-foot of Reusable Raw Water used inside the City limits, and $300 per each acre-foot of Reusable Raw Water delivered outside of the

City limits, is for reimbursement to City of the Delivery Point Costs. Once the Delivery Point Costs have been fully paid by Customer to City, the unit rate will decrease to $2,200 per acre-foot for Reusable Raw Water used inside the City limits and $2,400 per acre-foot for Reusable Raw Water used outside the City limits. The $2,200 and $2,400 unit rate shall automatically increase as of the first day of January for each year during the Term, beginning on January 1, 2018, at the higher of the overall recommended "Utility Sales Revenue Increase" for water to be implemented during such year as set forth in a rate study to undertaken by City from time to time, or the rate of 1%, compounded annually.

(b) The Delivery Point Cost amount, as used in the foregoing paragraph, will be 110% of the City's verified costs for design, engineering and construction of the Delivery Points, to reimburse City for its overhead and soft costs related to the design and construction of each Delivery Point, such as meetings, agreement development, purchasing, inspections and similar costs. If, in the future, additional Delivery Points are requested, the same manner of calculation and repayment of costs will be applied to calculate the Delivery Point construction costs.

(c) Within 60 days following the Commencement Date the City will provide Customer the design and a proposed budget of the estimated Delivery Point Construction costs for Customer's review and approval. Customer will need to respond to City within 30 days of this information being provided. The Delivery Point will include details on the City's metering system.

(d) In the event that Customer ceases operations requiring use of Reusable Raw Water under this Agreement and terminates this Agreement prior to the end of the then current Term in accordance with Section 1(a), above, Customer will be liable to City for the remaining balance of any unreimbursed Delivery Point Costs. All such amounts shall be paid to City by Customer within 30 days of the effective date of such early termination.

6. **Customer Transmission Responsibility.** Customer shall assume responsibility for the transmission or transportation of Reusable Raw Water from the Delivery Point to Customer's storage locations and all other operational locations.

Nothing in this Agreement prevents Customer from storing the Reusable Raw Water outside of the geographic boundaries of the City, comingling it with water other than Reusable Raw Water, or re-introducing the stored or comingled water back within the geographic boundaries of the City for the purposes contemplated by the Agreement.

7. **Source and Quality of Water.** The Reusable Raw Water to be provided by City under this Agreement shall, at City's discretion, consist of City's reusable municipal return flows to the South Platte River and any other legal source of Reusable Raw Water available to City ("Reusable Raw Water"). Under no circumstances shall this Agreement be interpreted to mean that City must supply potable water should the sources set forth in this paragraph be unavailable. City does not warrant or guaranty any Reusable Raw Water quality standards with respect to the Reusable Raw Water to be delivered as provided for under this Agreement and Customer hereby waives any such warranty or guaranty. City acknowledges that Customer may not use Reusable Raw Water if its quality does not satisfy the requirement listed in Exhibit B. Customer has the right to sample the

Reusable Raw Water at the Deliver point to test for quality. If the quality does not meet the requirements in Exhibit B, City shall allow Customer to use water from outside the City and deduct the amount to be purchased from the City as defined in Section 2.

8. **Payment for Reusable Raw Water Delivered before City Installs Meter, during Curtailment or Force Majeure Events.** Customer will measure and account for any Reusable Raw Water delivered to Customer's pad sites within the City limits by parties other than City before the Delivery Point is completed, or at any time that the City is unable to meet Customer's water supply needs due to the occurrence of a Force Majeure event or for any other reason, including any Curtailment, and notify City of the volumes taken. City will bill Customer for this delivery of Reusable Raw Water in accordance with the provisions of Section 5 of this Agreement, and with no further charge to Customer will provide an equal amount of Reusable Raw Water to a storage location designated by the Customer at a time when it is mutually convenient to the Parties, not to exceed 12 months from operational event. If City is not able to deliver Reusable Raw Water within 12 months after an operational event, Customer is not obligated to pay for the amount of water, and any advance payment to City shall be credited to Customer.

9. **Payment Terms.** City shall bill the Customer quarterly for any Reusable Raw Water delivered under this Agreement during the preceding quarter, based on meter readings to be taken by City at the Delivery Point. Each quarterly invoice shall establish the actual volume of Reusable Raw Water delivered inside and outside City. The Customer shall pay all such invoices within thirty days of receipt and all late payments shall bear interest at an annual rate of 12%. Customer shall make a timely payment within thirty days of receipt an invoice from City. City's failure to invoice Customer shall not excuse Customer's obligation to make payment under this Agreement, provided, however, that no interest shall accrue on any late payments until 30 days have passed after Customer's receipt of City's invoice.

10. **Non-Assignability and No Subleases.** The Parties may not assign their rights or delegate their duties without the prior written consent of the other. Customer may not sublease to another entity the Reusable Raw Water.

11. **No Rights Conferred.** It is understood and agreed to by the Parties that this Agreement shall confer no rights in such Reusable Raw Water upon Customer, other than as specifically provided for herein, nor shall any future needs of Customer for Reusable Raw Water following termination of this Agreement enable customer to make claim against City for any of City's Reusable Raw Water, other Reusable Raw Water or Reusable Raw Water rights, except as set forth herein. Customer further acknowledges that its rights under this Agreement are subject to the statutory prohibition against vesting of a continued right to use the Reusable Raw Water and that this agreement is subject to the limitations set forth in C.R.S. § 31-35-201.

12. **No Opposition to City Water Court Matters.** The parties agree to negotiate in good faith the stipulated resolution of any pending or future water right and administrative or judicial proceeding that may be necessary for Aurora to meet its delivery obligation of this Agreement.

13. **Hydrologic Conditions.** The Parties hereto acknowledge that hydrologic and other conditions may exist wherein Customer may not need all or a portion of the Reusable Raw Water

flow available to it under this Agreement. City may contact Customer, not more frequently than once per day, to determine if any of the Reusable Raw Water leased hereunder will not be needed. Notwithstanding the notice provisions of Section 19(g), City may contact Customer by telephone, e-mail or other mutually agreeable means to determine Customer's continuing demand for any of the Reusable Raw Water leased hereunder.

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

15. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto, except to the extent specifically provided for herein. Amendments to this Agreement shall only be effective if entered into with the same formality as this Agreement.

16. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.

17. **Failure to Perform Due to Force Majeure.**

(a) Subject to the terms and conditions in this Paragraph, no Party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of *force majeure,* as that term is specifically defined herein; provided that: (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the *force majeure;* (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the *force majeure* event or condition; and (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the *force majeure* event or condition.

(b) As used herein, *force majeure* shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation A) changes in state or federal law or administrative practice concerning Water rights administration, Water quality or stream flow requirements, B) changes in state Water rights administrative practice concerning the reuse of reclaimed Water through leases to others for use at locations outside the City limits, including, but not limited to, challenges to retained dominion and control, C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the Party, G) terrorism, H) war,

I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) other extreme weather conditions, O) blockages, P) insurrection, Q) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); R) actions by federal, state, municipal (other than City of Aurora), or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, S) inability, despite due diligence, to obtain required licenses, permits or approvals, and, T) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises.

(c) In the event a *force majeure* event or condition prevents City from delivering all or part of the agreed upon amounts of Reusable Raw Water to Customer, City shall refund all advance payments made for that Reusable Raw Water not delivered within sixty days of the conclusion of the *force majeure* event or the cancellation of the Agreement pursuant to the remaining provisions of this Paragraph; and the Customer shall be entitled to utilize water resources from outside the City limits for its operations to the extent that City is unable to deliver Reusable Raw Water. In no event will any delay or failure of performance caused by any conditions or events of *force majeure* extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the Party claiming *force majeure* continues for an uninterrupted period of more than 120 days from its occurrence or inception as noticed pursuant to this Paragraph, the Party not claiming *force majeure* may, at any time following the end of such 120 day period, terminate this Agreement upon written notice to the Party claiming *force majeure*, without further obligation except as to costs and balances incurred prior to the effective date of such termination.

18. **Sole Obligation of Utility Enterprise.**

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

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

19. **Miscellaneous.**

(a) Intent of Agreement. This Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed

to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of City, Customer, or any other entity not a party hereto.

(b) Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.

(c) Waiver of Breach. Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

(d) Multiple Originals. This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement. Facsimile signatures shall be accepted as originals.

(e) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.

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

To City:	City of Aurora 15151 East Alameda Parkway, Suite 3600 Aurora, CO 80012-1555 Attn: Director, Aurora Water
With copy to	City of Aurora 15151 East Alameda Parkway, Suite 3600 Aurora, CO 80012-1555 Attn: City Attorney
To Customer:	ConocoPhillips Co. 600 N. Dairy Ashford Houston, Texas, 77079 Attn: RBU Land Manager
With copy to	ConocoPhillips Company 34501 E. Quincey Ave. Bldg. #1 Watkins, CO 80137 Attn: Niobrara Surface Land Supervisor

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

(h) No Attorneys' Fees. In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement, each Party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

(i) No Construction Against Drafter. This Agreement was drafted by City with review and comment from the attorney for Customer. Accordingly, the Parties agree the legal doctrine of construction against drafter will not be applied should any dispute arise concerning this Agreement.

20. **Effective Date**. The "Effective Date" of this Agreement shall be the date on which the last party has executed this Agreement.

21. **General Indemnity**. Customer shall indemnify, defend and hold harmless City from and against all third party claims to the extent relating to Customer's operations under this Agreement, not including claims or damages caused by the negligence, willful misconduct, or malicious acts or omissions of City, its agents representatives or contractors.

22. **No Operating Obligation**. Nothing in this Agreement shall be deemed or constructed as creating any obligation on City to operate its facilities in any particular manner so long as City complies with the express terms of this Agreement.

23. **Subordination Clause**. In the event of a force majeure event or condition as described in Paragraph 17, until the event is resolved this Agreement shall be made expressly subordinate to any present use of Reusable Raw Water supply for municipal purposes within the service territory of City, or to meet contracted Reusable Raw Water delivery obligations of City entered into prior to the Effective Date of this Agreement. The foregoing notwithstanding, during the Term, City shall not enter into subsequent leases or agreements for the delivery of Reusable Raw Water that may be reasonably expected to limit or impair City's ability to deliver Reusable Raw Water to Customer under normal conditions of the Water Management Plan in the volumes contemplated by this Agreement.

24. **Cooperation under Force Majeure**. Should there be evidence of force majeure that may affect, or has affected the ability of any Party to meet their obligations under this Agreement, the Parties agree to meet and negotiate in good faith any modifications to this Agreement to ensure a reasonable and coordinated response to such force majeure with the goal of forestalling a force majeure event.

25. **Remedies for Customer's Monetary Default.**

(a) Suspension of Deliveries. If Customer does not timely satisfy any of its payment obligations under this Agreement, City may give Customer a notice of default. If Customer does not cure the default by making full payment within seven business days from receipt of the default notice, City may in addition to pursuing any other remedies available to them at law or in equity may suspend deliveries to Customer.

(b) Termination of Agreement. If Customer fails to cure the default within 180 days from receipt of the default notice described above, then City may, in addition to pursuing any other remedies available to them at law or in equity, terminate this Agreement.

26. **Recourse for City's Delivery Default**. If City fails to deliver Reusable Raw Water in the volumes and within the timing provided herein, the parties acknowledge that the Customer's operations and commercial interests will be irreparably harmed. Therefore, in the event of insufficient or untimely delivery of Reusable Raw Water, Customer may supplement its water needs through whatever other sources are available, including sources from outside the City limits. City acknowledges that in the event the City is unable to provide water to Customer for any reason, Customer's use of water supplies obtained from outside the City limits will not constitute the use or development of an independent water system, as contemplated by the Aurora Municipal Code.

27. **Termination for Nonperformance**. Customer may terminate this Agreement by notice to City if City fails to make deliveries of Reusable Raw Water to Customer, or fails to perform or fulfill any material obligation under this Agreement within thirty (30) days of Notice from Customer.

28. **Limitation in Damages**. Neither Party shall be entitled to recover any special, consequential or punitive damages for the other Party's breach of this Agreement.

Signatures on Following Pages

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

George K. Noe, City Manager — Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney — 8.7.17 — 17035760

Christine McKenney, Sr. Assistant City Attorney — Date — ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by George K. Noe, City Manager, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

CONOCOPHILLIPS COMPANY
a Delaware Corporation

By: _____ _____

Print Name:_____ Date

Title:_____

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 2017, by _____ as _____.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: _____

EXHIBIT A – Water Amount

Year	Customer Estimated volume per event	Customer Estimated # of Event per year	Total Customer estimate volume per Year	Amount City Provides
2017	24 to 65 acre-feet	1-2	65-130 acre-feet	
2018	24- 65 acre-feet	10-25	500 – 1,300 acre-feet	
2019	24-65 acre-feet	10-30	500 – 1,500 acre-feet	
2020				

EXHIBIT B – Water Quality

Table 1—Water Quality Limits for Fracturing Fluids

Parameter	Limit
Bacteria	$<10^5$/mL
pH	6 to 8
Temperature	40 to 100°F
Bicarbonates and Carbonates	< 300 ppm
Hardness	< 2,000 ppm
Iron	< 10 ppm
Phosphates	< 5 ppm
Reducing Agents	0 ppm
Sulfates	< 1,000 ppm
Specific Gravity	< 1.038
Solids	TDS < 50,000

MINUTES

Regular Meeting – Aurora City Council
Monday, August 21, 2017

CALL TO ORDER – REGULAR MEETING

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

ROLL CALL

PRESIDING:	Mayor Hogan
COUNCIL MEMBERS PRESENT:	Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth
COUNCIL MEMBERS ABSENT:	None
OFFICIALS PRESENT:	City Manager Noe, City Attorney Hyman, City Clerk Blackston
COUNCIL MEMBERS ARRIVING AFTER ROLL CALL:	None

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

CONSIDERATION TO RECESS FOR EXECUTIVE SESSION

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

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

Abstaining: None

The executive session was recorded pursuant to the requirements of state law.

1. **RECONVENE REGULAR MEETING OF AUGUST 21, 2017 AND CALL TO ORDER**

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

2. **ROLL CALL** Linda S. Blackston, City Clerk

3. **INVOCATION** Pastor CJ Counts, Living Tower Free Methodist Church

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

5. **APPROVAL OF THE MINUTES OF THE MEETING OF AUGUST 7, 2017**

   Motion by Roth, second by Berzins, to approve the minutes of August 7, 2017 as amended.

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

   Abstained: Bergan

6. **CEREMONY**

   a. Recognition of delegation from Seongman City, South Korea – Mayor Hogan

14. **RECONSIDERATIONS AND CALL-UPS**

Motion by Richardson, second by Pierce, to call up the most recent version of the Employee Personnel Manual to the September 25, 2017 City Council meeting.

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

15. **GENERAL BUSINESS**

a. Consideration to Approve an Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, for Delivery of Reusable South Platte Water to ConocoPhillips. STAFF SOURCE: Marshall Brown, Director, Aurora Water

Motion by LeGare, second by Roth, to approve item 15a.

Marshall Brown, Director, Aurora Water, provided a brief summary of the item, noting it was an agreement with Conoco Phillips due to their interest in areas that required water delivery located inside the City limits.

Council Member Pierce asked if there was any cost to the City. Mr. Brown stated Conoco Phillips would more than cover the City's costs.

Council Member LeGare stated this was not an intergovernmental agreement but was an agreement between a private entity and the City of Aurora.

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

b. Consideration of the reappointment of two (2) people to the Aurora Library Board. STAFF SOURCE: Linda Blackston, City Clerk, General Management

Motion by Roth, second by Bergan, to reappoint Pat Colburn and Wendy Flax to the Aurora Library Board.

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

c. Consideration of the removal of a member from the Aurora Immigrant and Refugee Commission. STAFF SOURCE: Linda Blackston, City Clerk, General Management

Motion by Roth, second by Mounier, to remove Muhammed Kahn from the Aurora Immigrant and Refugee Commission.

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

16. **REPORTS**

a. Report by the Mayor

Mayor Hogan discussed the success of the recent Global Fest and the implementation of the WISE Partnership and congratulated all those involved with both programs.

Water Policy Committee (WPC) Meeting
November 18, 2020

Members Present: Council Member Marsha Berzins, Chair; Council Member Alison Coombs Vice Chair; Council Member Francoise Bergan

Others Present: Casey Rossman, Sarah Young, Greg Baker, Leiana Baker, Jo Ann Giddings, Christine McKenney, Dan Mikesell, Marshall Brown, Rich Vidmar, Alexandra Davis, Nancy Freed, Dawn Jewell, Janet Marlow, Steve Fiori, Stephanie Neitzel, John Murphy, Greg Hansen, Gail Thrasher, Dan Brotzman, Courtney Cudlip (Crestone), Ashley Campbell (Crestone)

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8. Crestone Water Supply Agreement

Summary of Issue and Discussion: S. Young stated, Aurora Water entered into a Water Supply Agreement with Conoco Philips in 2017 to supply water for oil and gas development. When Crestone acquired Conoco's assets, they assumed the Water Supply Agreement. The agreement is set to expire in mid-2021 and both parties agreed to update terms in the agreement to reflect current conditions.

The Crestone Water Supply Agreement includes the following terms:
- Five year term with option for one five year extension. The five year extension can only be approved by the General Manager if City has stayed within normal water supply conditions as outlined by the Water Management Plan (no additional drought restrictions imposed).
- Crestone can store the water for use either inside or outside the City limits but all water purchased from the City must be used within City.
- Delivery of water will be from existing tap on the Prairie Waters Pipeline (PWP) or from future Delivery Points identified by the City. (One future location will be from our Sand Creek Reclaimed Water System).
- Crestone and Aurora Water will meet annually to discuss the upcoming years demands and available supplies.
- Crestone will pay $3,600 per acre foot for water from the PWP system. Other delivery points may have their own unit rate depending on cost of water to City. Water rates may be adjusted if costs to supply increase.
- Conoco Phillips pre-paid for water while the PWP tap was being installed and the City owes Crestone those same water volumes in the first term of the agreement if requested.
- If the City enacts curtailment due to water storage, they will reduce Crestone water volume by the same percentage.
- Aurora Water has approved an alternate source of supply in the instance the City cannot meet the waters supply requirements and has confirmed that the supply does not impact Aurora's near term or long term water supplies. Additional alternate supplies may be considered under the same requirement.
- This agreement replaces the Conoco Phillips agreement in full.

Council Member Bergan stated, we make them buy the water from us and they can't import from an outside source and now we're looking at lost water that was reclaimed water that we don't get back in our system. S. Young replied, they have to use city water inside the city and there are potential times where it's not available based on restrictions that we might have or infrastructure

outages, etc. In those kind of instances, they would be allowed to import water from a third party source approved source that we have looked at that doesn't impact our short term or long term water supplies and is used for a short period of time. We have been supplying them water from the Prairie Waters system and there is an opportunity now for us to provide them water from the Sand Creek reclaim system. It's an additional supply source and can be utilized more in the winter. M. Brown added, on the loss of water, the Conoco agreement has a rate of $2,400 per acre foot. All the water used for oil and gas is lost to us. Council Member Bergan asked, can we recover the oil and gas water? M. Brown replied, no because it goes down the hole and doesn't come back up. N. Freed added, City ordinance prohibits importing water into the city. M. Brown added, the intent for that ordinance is to protect the city groundwater supplies. Council Member Berzins asked, are there rules on how the water is delivered? S. Young replied, yes, there is a requirement in the agreement that they have to have an operating plan with us that is approved by the city and a preliminary one time use for the Prairie Waters at a tap location. For each one of the locations there has to be an approved operations plan. Council Member Coombs asked, is there an increase in the charge for loss of water? Do we have any other ways to encourage recycling that water so that little water as possible is used? M. Brown replied, we informed them in an annual meeting that we see what their needs are and its more water than we can supply. We've told them repeatedly that this is too much water and we have suggested that they could spread their operation out more and/or look at ways to use the water more efficiently. Council Member Coombs asked, is there a way we can we make this clear when discussed in Study Session? M. Brown replied, yes.

Outcome: The Committee supports the Crestone Water Supply Agreement and forwarded both to Study Session for consideration.

Follow-Up Action: The Committee supports the Crestone Water Supply Agreement and will forward to Study Session for consideration.

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Approve a Resolution by the City Council of the City of Aurora, Colorado for Snow Plowing Operations
Item Initiator: Tom A. McMinimee, PE
Staff Source/Legal Source: Tom A. McMinimee, PE / Michelle Gardner, Senior AssistantCity Attorney
Outside Speaker: None
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 1/4/2021

Regular Meeting: 1/11/2021

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 12/17/2020

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

City Staff was approached by the High Plains Metropolitan District serving Blackstone community (the District) inquiring whether the District could provide their snow plowing service on public streets within the District boundaries. Approving an intergovernmental agreement (IGA) by resolution is the most efficient mechanism currently available by which the City could allow a metropolitan district the ability to hire private services to maintain limited public roads with regard to snow plowing.

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

Under the City's Snow and Ice Control plan, the City will remove snow from residential streets only in the case of a Category 5 snow event (more than 12 inches of snow). Staff has been approached by various homeowners associations (HOAs) and metropolitan districts (Metro Districts) throughout the years for a means by which they could provide snow removal on residential streets within their boundaries for the average, more common, snow events. Most of the requests are dropped when the HOA/Metro Districts research costs associated with providing the service. Late in 2019, Blackstone's Metro District (the District) approached the City for a means by which they could provide snow removal service for residential streets. Staff has been working the District to identify the form of agreement that could allow this type of service on public streets.

Several options were explored, including a new permitting process, ROW licensing, a new ordinance creating authority for Public Works Director to allow an administrative program, and execution of individual IGAs with each Metro District approved by resolution. The District and City staff agreed a trial program for the 2020-2021 and 2021-2022 snow seasons accomplished through an intergovernmental agreement (IGA) was the most efficient option.

The proposed resolution authorizes the execution of an agreement with the District under which the District would provide snow and ice control operations on public streets within District Boundaries. Under the agreement, City resources would not be used to remove snow and ice within the District except in emergency situations. Several requirements are listed in the agreement to protect the City and the roadway assets including, pre-season condition inspections with photographic documentation, use of specific types of equipment and materials, and a post-season report with condition inspection and photographic documentation. In addition, the District is required to fund any repairs to the roadway, curb, gutter or sidewalk that are necessary due to damage from their operations.

At the conclusion of the agreement, the District's performance will be evaluated and City staff will decide whether to propose a permanent program that could be offered to other Metro Districts and HOAs. This agreement is in effect through the 2021-2022 snow season, expiring on June 30, 2022.

QUESTIONS FOR COUNCIL

Does the Committee support moving forward this item to the next available Study Session of City Council?

LEGAL COMMENT

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) (Gardner)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

RESOLUTION NO. R2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE HIGH PLAINS METROPOLITAN DISTRICT FOR SNOW REMOVAL AND PLOWING OPERATIONS (BLACKSTONE COMMUNITY)

WHEREAS, the City of Aurora, Colorado (the "City"), and the High Plains Metropolitan District (the "District"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City Engineer is authorized to promulgate rules and regulations for the public right-of-way within the jurisdiction of the City, over all City-owned public streets, roadway and way dedicated for the use of the public, and to provide snow plowing and removal operations thereto; and

WHEREAS, due to the necessity of the City to prioritize snow removal on City roads to best facilitate winter travel on all City roads, the City is generally unable to assign a high priority for snow removal on internal subdivision roads or other relatively lower use City roads, such as the roads described in the Agreement Between the City of Aurora, Colorado and the High Plains Metropolitan District for Snow Removal and Plowing Operations (Blackstone Community) ("Agreement"); and

WHEREAS, the District provides certain operations and maintenance services within the Blackstone subdivision and the roads identified in the Agreement are internal to said subdivision; and

WHEREAS, the District may desire to have snow removed or plowed from the City roads described in the Agreement on a more frequent basis than the City is able to provide, given the overall City road priority and demand for snow removal or plowing citywide; and

WHEREAS, the City is agreeable to authorizing the District to privately remove or plow snow or contract for the private removal or plowing of snow on the roads described herein, subject to the terms and conditions for such snow removal or plowing operations as are set forth in the Agreement; and

WHEREAS, the District's Board met on October 15, 2020 and is in support of the Agreement; and

WHEREAS, the City Council is authorized by City Charter 10-12 to enter into this type of agreement; and

WHEREAS, additionally, pursuant to City Charter 3-9 the City Council shall have all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of the agreement.

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

Section 1. The Agreement between the City and High Plains Metropolitan District for Snow Removal and Plowing Operations is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the 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.

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

RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

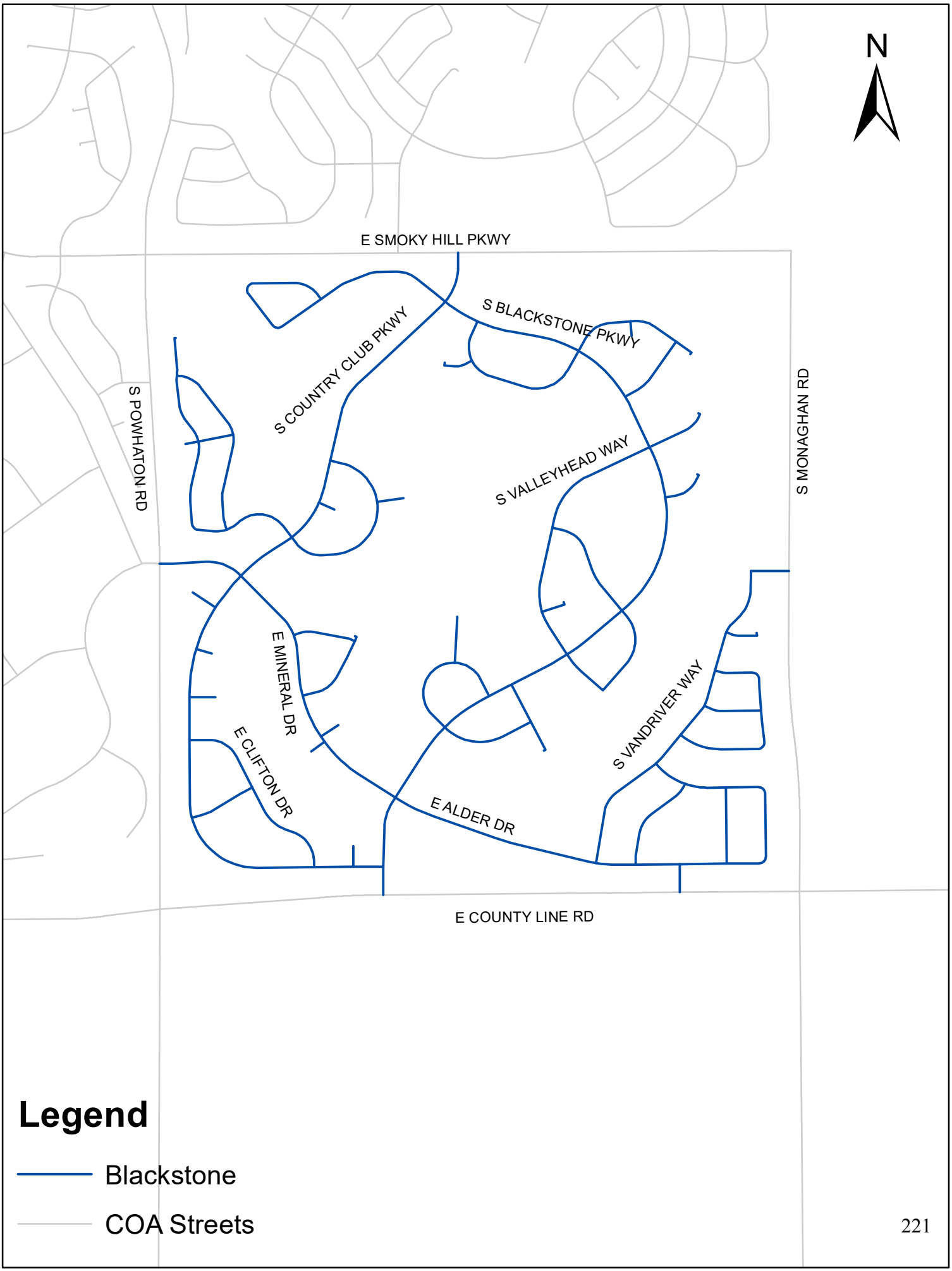
_____
City Clerk

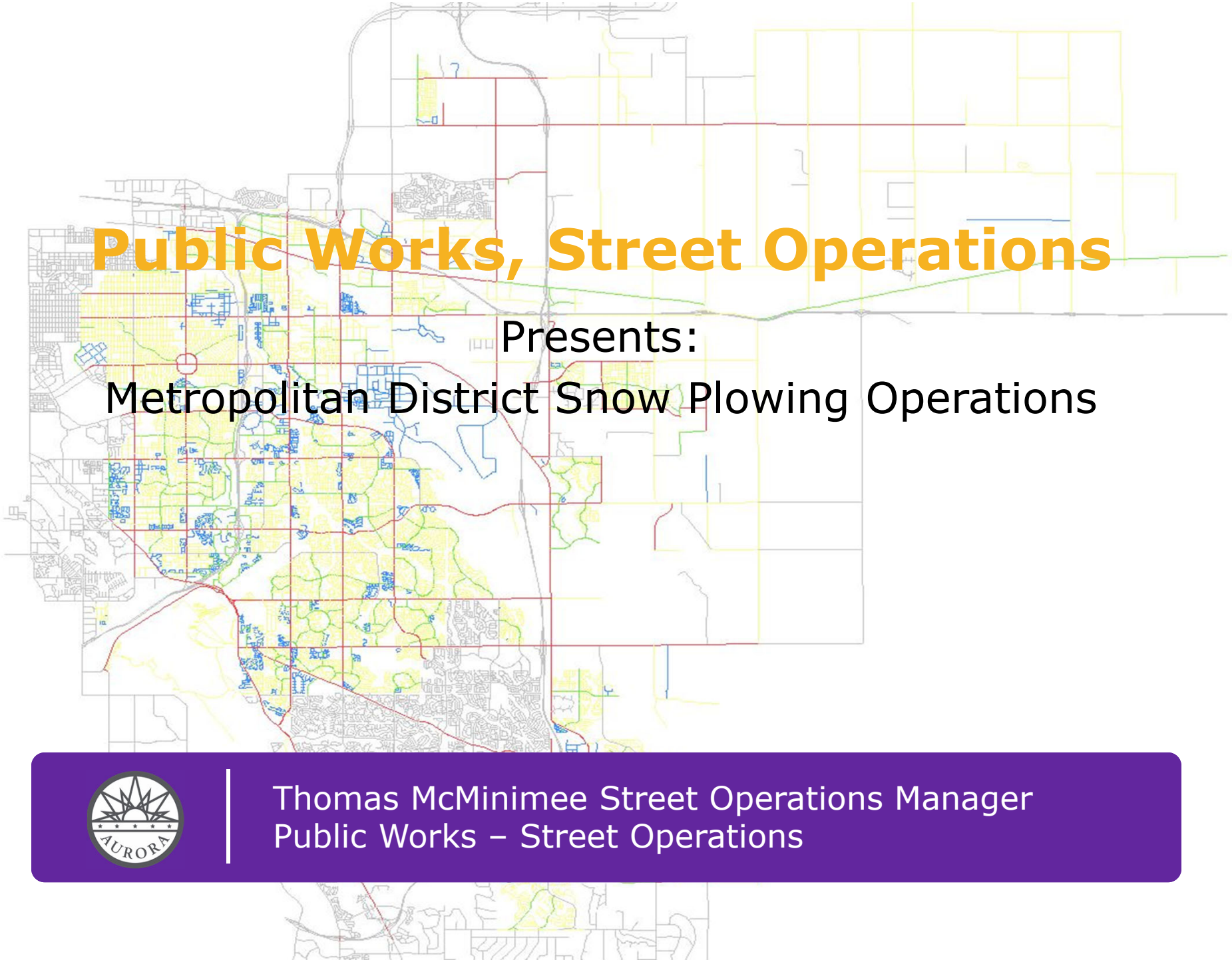
APPROVED AS TO FORM:

CMcK

Michelle Gardner
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

Blackstone


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S MONAGHAN RD
S VALLEYHEAD WAY
E MINERAL DR
E CLIFTON DR
S VANDRIVER WAY
E ALDER DR
E COUNTY LINE RD
Legend
Blackstone
COA Streets



Public Works, Street Operations

Presents:

Metropolitan District Snow Plowing Operations

Thomas McMinimee Street Operations Manager
Public Works – Street Operations

Metropolitan District Snow Plowing Operations

Metropolitan District Snow Plowing Operations History:

- Under the approved Snow and Ice Control Plan, residential streets are plowed only for Category 5 storm events (>12”)
- Blackstone’s Metropolitan District (District) has asked if they could provide snow plowing on public streets within their District.
- Staff met with District representative and explored several options to allow this activity.
- Currently, the preferred mechanism by which the City could allow a Metropolitan District (District) the ability to hire private services to replace City services is an IGA approved by Council resolution.

Metropolitan District Snow Plowing Operations

- The proposed IGA is intended as one-time agreement extending through the 2021-2022 snow season and allows the District to conduct snow and ice removal operations on public streets within District Boundaries

- IGA highlights:
  - City will provide snow and ice removal within the District only for emergencies, as requested by Aurora Police or Fire Departments

Metropolitan District Snow Plowing Operations

- The District is required to:
  - Develop and provide a snow removal plan and procedures for City review
  - Use specific equipment (i.e. rubber edges for plow blade)
  - Use specific materials (i.e. use of sand for traction is prohibited)
  - Provide services at least at the same level as City would provide
  - Submit daily logs during an event

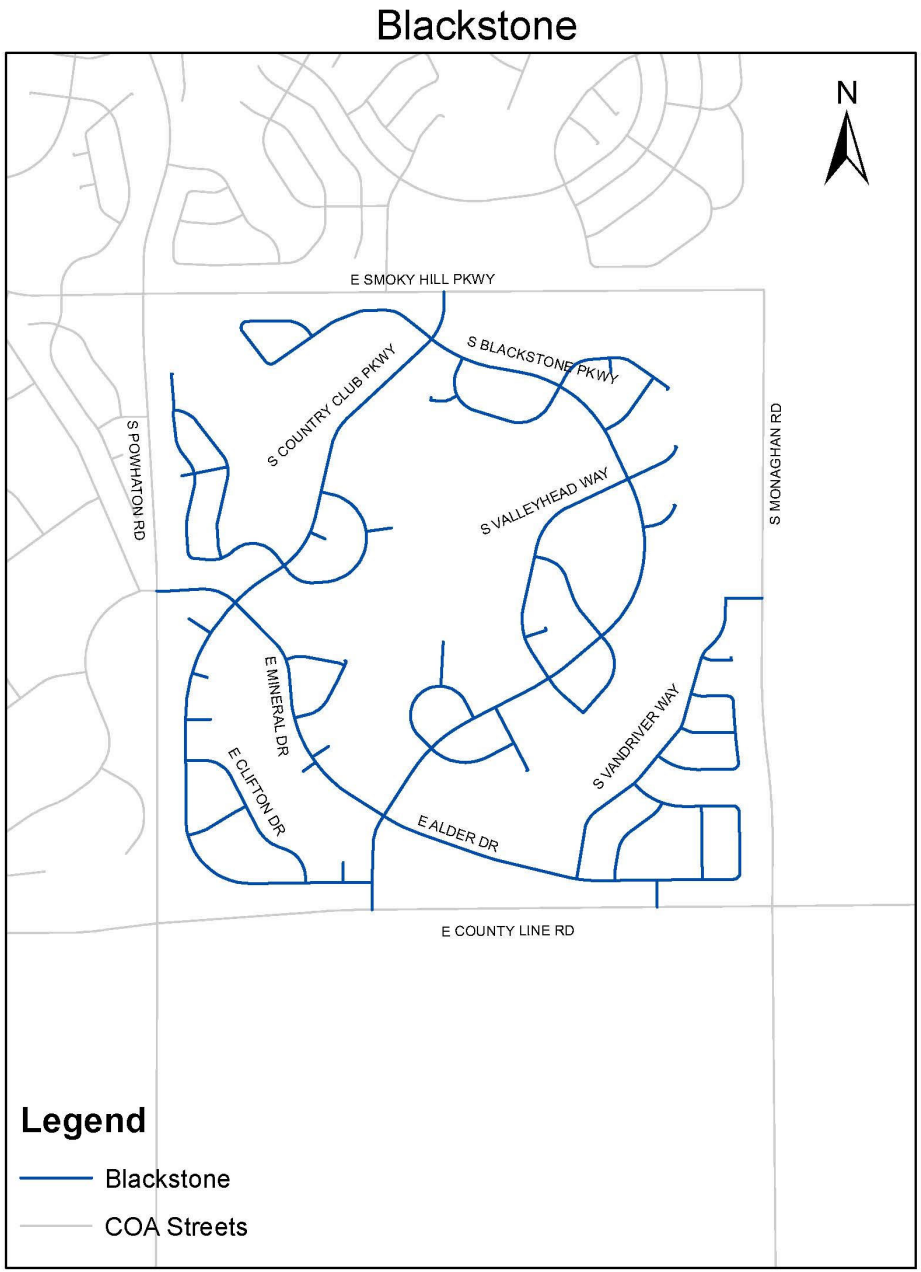
Metropolitan District Snow Plowing Operations

- Complete pre-season tasks including:
  - Obtain any licenses & permits to operate within COA right of way
  - Inventory & condition assessment of street, curb, gutter & sidewalk
  - Perform a dry run of the routes with the equipment to be used
  - Train contracted personnel on proper equipment operation and snow operations/procedures

Metropolitan District Snow Plowing Operations

- Submit a post-season report, due by June 1st, that includes all log information and any additional information required by COA
- Perform post-season condition assessment with photographic documentation
- Fund any repairs necessary due to damage caused by their operations.

- Upon completion of this agreement, the District and COA will evaluate performance and effectiveness of the program to determine whether future agreements would be worthwhile.


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Legend
Blackstone
COA Streets

Location

Questions or Concerns???

Does Council support sending the Resolution executing this IGA to Regular Session for approval?



Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

December 17, 2020 – DRAFT

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member Angela Lawson, Vice Chair

Others Present: Scott Bauman, Scott Berg, Mac Callison, Carlie Campuzano, Lynne Center, Cindy Colip, Nancy Freed, Michelle Gardner, Haley Johansen, Matt Kozakowski, Huiliang Lui, Tom McMinimee, Lainy Palmer, Mindy Parnes, Victor Rachael, Brian Rulla, Elly Watson, Tom Worker-Braddock

1. WELCOME/INTRODUCTION

2. APPROVAL OF MINUTES

The TAPS October 22, 2020 minutes were approved as written

3. CONSENT ITEMS (None)

4. Agreement with Metropolitan District Snow Plowing Operations

Summary of Issue and Discussion:

Tom McMinimee, Streets Operations Manager, said the Streets department has been approached by different Homeowner Associations (HOA) and Metro districts to allow them to provide their own snow plowing operations during the winter. This idea has been discussed before but never moved forward partly because the HOA or Metro District found it cost prohibitive to use contractors, such as a landscape company. The City does use contractors when we get a category four event and it is very expensive.

Blackstone Metropolitan District (Blackstone) approached the City and Mr. McMinimee discussed a couple of scenarios with them. Staff started looking at what it would take for the City to allow an HOA or a Metro district to be able to provide this service on public streets. Based on discussions with City Attorney's office, the only mechanism currently available for metro districts is an intergovernmental agreement (IGA).

Details of the proposed agreement are in the presentation that is attached to these minutes. Council adoption of this resolution will approve an IGA with Blackstone by which both parties would agree to certain items and Blackstone would provide this service. Michelle Gardner, Senior Assistant City Attorney, stated this option is only available to metro districts and she can provide more information if this becomes a pilot program that would include HOAs as well. If this is a successful program Ms. Gardner would probably recommend a different mechanism so that the Public Works Director could issue a permit in lieu of having to bring a resolution to Council each time.

Nancy Freed, Deputy City Manager, reminded everyone that the City does not plow neighborhood streets except if there is a major, unusual event. Mr. McMinimee confirmed that this is correct. He stated that the City does have green routes within neighborhoods in the snow and ice control plan but typically the sun melts snow on those routes before staff is able to plow them.

Prior to engaging in snow removal operations, Blackstone would obtain any licenses and permits required to operate inside of the City right-of-way. There are provisions in the IGA to safeguard our infrastructure. For example, we require use of rubber edged blades to protect manholes and valve covers. We also use chemicals to treat streets and do not use sand. Per the agreement, Blackstone is required to submit a list of equipment they will use for staff approval. Blackstone and staff will inspect the streets to assess and document any damage present prior to the start of snow operations. At the end of the season another assessment will be done, and Blackstone will be responsible for costs to repair any damage resulting from their operations. The IGA specifies specific materials that can be used and explicitly prohibits sand.

A pre-season meeting between Blackstone and staff is required to confirm that there was communication with the homeowners to notify residents that Blackstone will be taking care of any additional needs. Blackstone is required to maintain daily logs during an event and produce a post-season report by June 1st.

The City will continue to do all the arterials around Blackstone (red routes). There is currently only one blue route in this area that will service a future school. Normally, the City would plow this route but, under this IGA, Blackstone will plow it.

Ms. Gardner added that this particular metro district reached out to the City interested in such a program and was hoping to already have this program in place. The City agreed to move forward with this one-time IGA.

Council Member (CM) Lawson asked about word of mouth getting out to other communities and how the City will message this. CM Lawson asked if the City will accept proposals and how the City will interact with the communities that may be interested in a similar program.

Mr. McMinimee said that she was correct and that if this becomes a frequent request, we can change the mechanism by proposing an ordinance through Council. The ordinance would allow a mechanism similar a standard permit process and we can refine that process as the requests are submitted. There would be a permit application process. The community would have to do some due diligence on the front end before the City would spend time and energy on the process. They would need to show adequate support from residents, similar to a special improvement district or a general improvement district, showing that a majority of people in the community are willing to take on that cost.

Council Member CM Marcano said that there is a set of persistent issues with the snow removal contractor at Danbury Park where they continue to leave snow in places including the middle of the public road. He stated that there is a mixture of private and public streets in that area and wondered if the City had ever offered to treat their areas and see if we could make that work. CM

Marcano theorized it might actually be less expensive than a private contractor while also ensuring the we are abiding by the City code and not creating a slipping hazard or blocking any right-of-way. Mr. McMinimee said that the city had not because they are private roads.

CM Marcano asked about the just previous storm where we only deployed 23 out of the City's 50 trucks.

Mr. McMinimee explained that on the day mentioned, the City went into partial shift work and there were 23 trucks on the road along with supervision in the office and driving around. All of the other Streets employees that are not engaged with the snow and ice control for the day would hold a standard workload.

CM Marcano said that he was thinking of available hardware but obviously there would be staffing concerns. CM Marcano ask if it would it be cost effective for the City to offer an option to do snow removal since we already have the trucks and the expertise.

Mr. McMinimee stated that he had never known of the City offering this service. Lynne Center, Deputy Director of Public Works Street Operations, said that in the past there have been questions regarding liability if the City damages something that is a private asset and that there is also concern about potentially setting the City up as competition against a private contractor.

Cindy Colip, Director of Public Works, confirmed that when the City is engaged in partial shift work the other employees are committed to doing the work that we have scheduled throughout the City. This option would draw away from the ability to get additional work done during the lighter events.

Mr. McMinimee said that once in a while we find ourselves in a situation where a storm might be between categories and so we are set up for the lesser category and if the storm intensifies, we will put out more plows. If we were in an agreement for the City to be providing services, we would have to pull trucks from doing this service and that may be problematic.

Ms. Freed said that questions regarding routinely plowing neighborhood streets have been asked previously and to do so is very costly. Ms. Freed stated that CM Lawson is correct that people are going to hear about this agreement. Are people going to want to raise their HOA dues or a Metro District to raise their mil levy? They will have to both of these. There are many sides to this subject.

Mr. McMinimee confirmed that the City will be tracking performance metrics.

CM Lawson said that she understands that this is a pilot program but she thinks it is going to present some interesting conversation in the City regarding the haves and the have-nots.

CM Marcano said Mr. McMinimee is aware of the conversations when people see other streets getting serviced and thinking that it is the City giving extra treatment not being aware that the HOA in the other neighborhood is providing that service.

O**utcome:** Councilmembers approved this item and agreed to move this forward to the next Study Session

Follow-up Action: Will be moved forward to the next Study Session



Public Works, Street Operations

Presents:

Metropolitan District Snow Plowing Operations
Proposed Pilot Program

Thomas McMinimee Street Operations Manager
Public Works – Street Operations

Metropolitan District Snow Plowing Operations

Metropolitan District Snow Plowing Operations History:

- Staff was approached by a Metropolitan District (Blackstone) and asked if they could provide snow plowing on public streets within their District.

- Currently, the only mechanism by which the City could allow a Home Owners Association (HOA) or a Metropolitan District (District) the ability to hire private services to replace City services is a formal agreement and resolution, which must be approved by Council.

- PW Staff and City Attorney worked with Blackstone representatives to develop agreement requirements

Metropolitan District Snow Plowing Operations

Actions:

- The proposed agreement acts essentially as an Intergovernmental Agreement (IGA) between the City and the District. Council can approve execution of such an agreement by resolution.

- Street Operations has toured and documented existing conditions of concrete and road surfaces in the District.

Outcome:

The proposed resolution authorizes the execution of an agreement with the Blackstone Metropolitan District under which the Blackstone Metropolitan District would provide snow and ice control operations within the Blackstone District Boundaries.

Metropolitan District Snow Plowing Operations

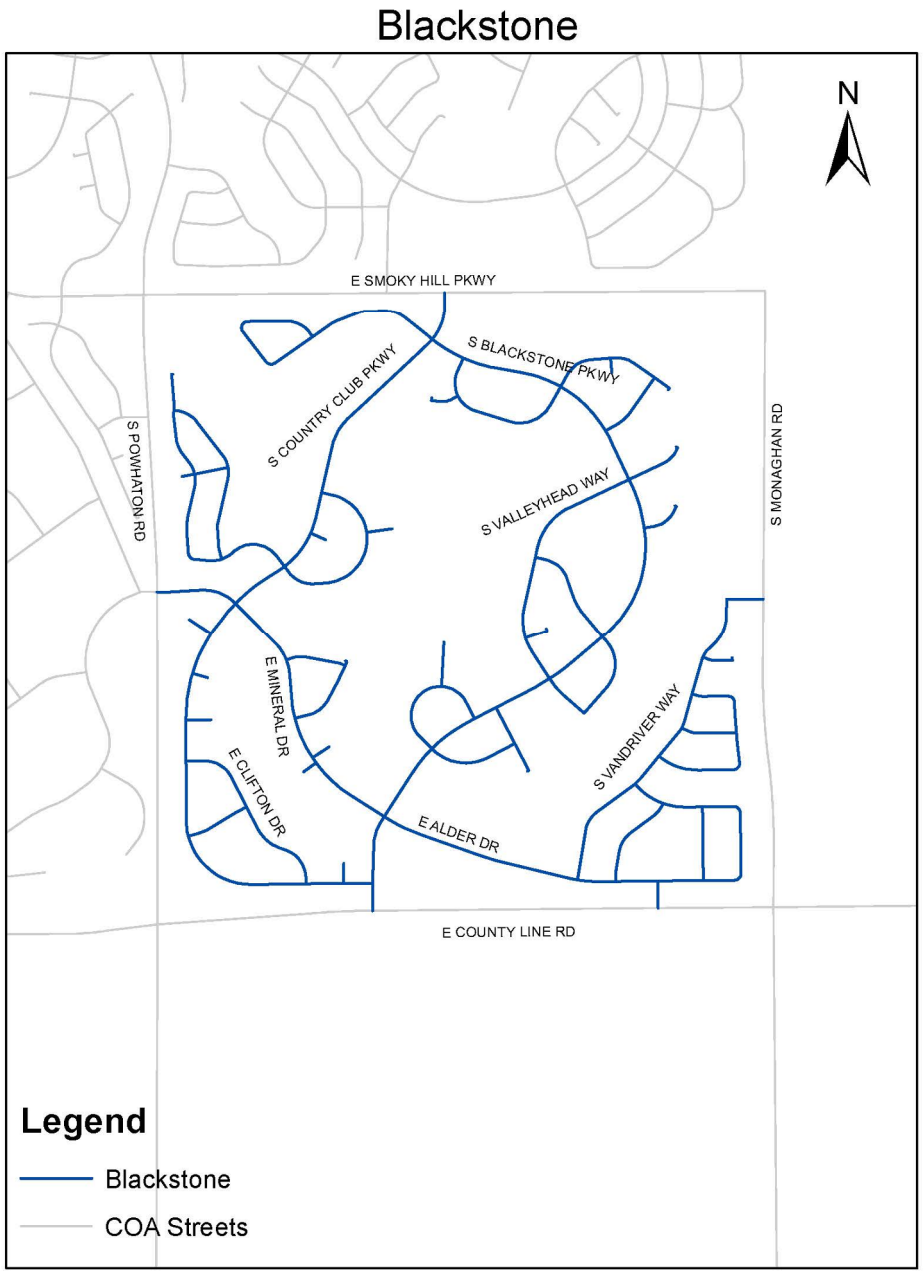
Agreement Overview:

- Allows Blackstone Metropolitan District (District) to conduct snow and ice removal operations on public streets within District Boundaries
- Intended as a pilot program for 2020-2021 Snow Season only (Expires 12/31/2021)
- District agrees to indemnify, defend and hold harmless the City from and against any and all loss, damage, injuries, claims, causes of action, or any liability resulting from District or their Operator's actions or inactions.
- Requires:
  - District snow removal plan and procedures
  - Specific materials to be used or avoided (i.e. use of sand for traction is prohibited)
  - Services provided be performed and completed in a similar manner as performed by COA

Metropolitan District Snow Plowing Operations

Agreement Overview – Requires (cont.):

- Pre-season tasks by the District including:
  - Acquisition of any licenses and permits to operate within COA right of way
  - Inventory & condition assessment of street, curb, gutter & sidewalk within District
  - List of equipment to be used, to be approved by COA
  - Dry run of the routes with the equipment to be used
  - Training on proper equipment operation and snow operations/procedures
- Daily logs during an event and follow-up meetings as necessary to address issues
- A post-season report, due by June 1st, that includes all log information and any additional information required by COA, including post-season condition review


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E CLIFTON DR
S VANDRIVER WAY
E ALDER DR
E COUNTY LINE RD
Legend
Blackstone
COA Streets

Location

Metropolitan District Snow Plowing Operations

Future Considerations:

- Proposed agreement fulfills an immediate request but, requires a Resolution and Agreement approved by Council for each District or HOA

- Potential solution is likely to be an ordinance that allows Public Works Director to issue an instrument similar to a permit.

Questions or Concerns???

Policy Question for the Committee:

Does the Committee support forwarding to Study session?



AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO
AND THE HIGH PLAINS METROPOLITAN DISTRICT
FOR SNOW REMOVAL AND PLOWING OPERATIONS
(BLACKSTONE COMMUNITY)

THIS AGREEMENT FOR SNOW REMOVAL AND PLOWING OPERATIONS (BLACKSTONE COMMUNITY) is dated this _____day of _____, 2021, by and between the City of Aurora, Colorado, a home rule municipal corporation (the "City"), and the High Plains Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties, as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City Engineer is authorized to promulgate rules and regulations for the public right-of-way within the jurisdiction of the City, over all City-owned public streets, roadway and way dedicated for the use of the public, and to provide snow plowing and removal operations thereto; and

WHEREAS, due to the necessity for the City to prioritize snow removal on City roads to best facilitate winter travel on all City roads, the City is generally unable to assign a high priority for snow removal on internal subdivision roads or other relatively lower use City roads, such as the roads described in this Agreement; and

WHEREAS, the District provides certain operations and maintenance services within the Blackstone subdivision and the roads identified in this Agreement are internal to said subdivision; and

WHEREAS, the District may desire to have snow removed or plowed from the City roads described in this Agreement on a more frequent basis than the City is able to provide, given the overall City road priority and demand for snow removal or plowing citywide; and

WHEREAS, the City is agreeable to authorizing the District to privately remove or plow snow or contract for the private removal or plowing of snow on the roads described herein, subject to the terms and conditions for such snow removal or plowing operations as are set forth in this Agreement; and

WHEREAS, the District's Board met on October 15, 2020 and is in support of this Agreement; and

WHEREAS, the City Council is authorized by City Charter 10-12 to enter into this type of agreement; and

WHEREAS, pursuant to City Charter 3-9, City Council shall have all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter.

NOW, THEREFORE, in consideration of the mutual promises, authorizations, and conditions set forth in this Agreement, the Parties hereto agree to the following terms and conditions:

AGREEMENT

The District is hereby authorized to remove or plow snow, or contract for said services, during the term of this Agreement from the City roads or road segments that are identified in Exhibit A, which is attached hereto and is incorporated into this Agreement by this reference, and from no other City roads.

1. The Term of this Agreement shall commence on the ____ day of _____, 2021, and shall end on the 30th day of June, 2022, unless sooner terminated in accordance with the provisions of this Agreement.

2. Prior to commencing any snow removal or plowing operations under this Agreement, the District shall identify to the City for its approval any contractors and/or subcontractors (the "Operator") who will be performing the snow removal or plowing operations on behalf of the District. In the event that the District desires or needs to change or replace such Operator during the term of this Agreement, the District shall notify the City and shall not perform or authorize the performance of any further snow removal or plowing operations until the City approves the new or replaced Operator. The City may withhold approval of any proposed Operator for any reasonable and lawful cause.

3. In performing the snow removal or plowing operations authorized hereunder, the District and any Operator shall comply with the provisions of Exhibit B attached hereto and incorporated herein by this reference, and the District and any Operator shall exercise all reasonable and due care in the performance of the snow removal or plowing activities authorized under this Agreement and shall, jointly and severally, be responsible for any damages caused to persons or property, directly or indirectly, in the performance of the snow removal or plowing activities.

4. Insurance: The District and its Operator shall provide insurance as set forth in the attached Exhibit C. All equipment used in the performance of the snow removal or plowing activities authorized under this Agreement and the performance of such snow removal or plowing activities shall comply with all applicable federal, state, and local laws, ordinances, and rules and regulations.

5. This Agreement, and any issues involving this Agreement, are subject to and shall be interpreted under the law of the State of Colorado and the rules and regulations of the City. Court venue and jurisdiction shall be in the Colorado District Court for Arapahoe County. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, Arapahoe County, State of Colorado.

6. Any dispute as to the interpretation of this Agreement or the requirements stated in Exhibit B shall be submitted to the City's Director of Public Works or his/her designee. The Director or his/her designee shall review and make a written decision on the dispute within ten (10) City business days of receiving the dispute. The Director's decision shall be final and binding on the Parties.

7. The performance of any City and District obligations under or related to this Agreement, if any, is expressly subject to the appropriation of funds by the Aurora City Council or the District Board, respectively. Nevertheless, it is expressly understood and agreed that this Agreement and the snow removal or plowing activities authorized thereunder are for the benefit of the District and shall be at the sole expense of the District. The City has no obligation to pay for any of or any portion of the snow removal or plowing activities authorized hereunder and the District is entitled to no compensation from the City for its performance of same.

8. This Agreement may be amended only in writing by the duly authorized governmental bodies of the Parties and in the same form as this Agreement.

9. Notices. All notices shall be sent to the following addresses:

For the District:
High Plains Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
2154 E Commons Avenue, Ste 2000
Centennial, CO 80122

For the City:
Public Works Department
Attn: Deputy Director of Public Works - Operations
15151 E. Alameda Pkwy, Ste. 3300
Aurora, CO 80112

10. THIS AGREEMENT IS MADE AT THE REQUEST OF THE DISTRICT FOR THE DISTRICT'S BENEFIT. THE DISTRICT DOES HEREBY WAIVE, REMISE, AND RELEASE ANY CLAIM, RIGHT, OR CAUSE OF ACTION THE DISTRICT MAY HAVE OR WHICH MAY ACCRUE IN THE FUTURE, WHETHER UNDER THEORIES OF CONTRACT OR ANY OTHER CAUSE OF ACTION WHATSOEVER, AGAINST THE CITY ARISING IN WHOLE OR IN PART FROM THIS AGREEMENT.

11. By entering into this Agreement, the Parties do not waive any governmental immunity available to them or their elected officials, employees or agents under CRS 24-10-101, *et seq*., or any other federal or state law or the common law, and nothing in this Agreement shall be interpreted to effect a waiver of any such governmental immunity available to the Parties, their elected officials, employees or agents.

12. Either party may terminate this Agreement for convenience upon thirty (30) calendar day's prior written notice to the other party. Any notice of termination shall state the actual effective date of termination. Upon termination of this Agreement, all rights and obligations

thereunder shall terminate, except that the District shall remain responsible and liable for any damages caused, directly or indirectly, by its performance under this Agreement.

13. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or individual homeowner or other person or entity whatsoever on or under this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

14. This Agreement constitutes the entire Agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein.

15. The District shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior lawful approval of the authorized governmental bodies of the Parties and in the same form as this Agreement.

16. This Agreement authorizes the District to conduct snow removal operations on the identified City roads, but the District shall have the right to determine, in its sole and absolute discretion, the frequency of such snow removal operations, if at all. Nothing in the Agreement shall be construed or interpreted to require the District to conduct any snow removal operations on City-owned roads.

17. To the fullest extent permissible under the law of the State of Colorado, the District agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the District's obligations or actions or inactions, and the Operator's obligations or actions or inactions, under this Agreement. The District shall promptly repair to the City's standards and satisfaction, or pay to the City the costs of repairing, any damage to City roads, curbs, gutters, sidewalks, signage, or any other City property resulting from operations or activities under this Agreement. The District's indemnity obligation under this Paragraph shall be for the full amount of any such loss, damages, injuries, claims, cause or causes of action or any liability whatsoever, including attorneys' fees, and court costs, and shall not in any way be capped or limited by the insurance provisions of this Agreement.

18. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings. The Parties hereto agree that this Agreement and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes. Any electronic signature so affixed to this Agreement or any supplement or consent relating thereto shall carry the full legal force and effect of any original, handwritten signature.

IN WITNESS WHEREOF, the Parties hereto set their hands in agreement as of the date first written above.

For: **CITY OF AURORA**

By_____
MIKE COFFMAN, MAYOR

Attested to:

_____
KADEE RODRIGUEZ, CITY CLERK

Approved as to Form:

_____
MICHELLE GARDNER, SR. ASST. CITY ATTORNEY

For: **HIGH PLAINS METROPOLITAN DISTRICT**

By _____
SHAWN MCGOFF, PRESIDENT

Attested to:

_____
, OFFICER OF THE DISTRICT

EXHBIT A

Snow removal or plowing operations authorized under this Agreement are permitted on the following City Roads:

[See attached map.]

EXHIBIT B

General Considerations

• All snow removal or plowing services to be provided shall be performed and completed in a similar manner as performed by the City upon other public roads, exercising all reasonable and due care, and in good and workman like manner.

• The Operator is to report directly to the District Manager for the District.

This document requires certain actions be taken by either the District or the Operator at certain times before, during and after the snow season.

Prior to Winter Operations

The Operator shall be responsible for obtaining any other City licenses and permits to operate within the public right-of-way that may be required under the City Code.

Pre-season Requirements

The District and Operator will complete the following tasks no later than September 1st:

• Pre-season meeting - Schedule a pre-season meeting with the Director of Public Works or his/her designee to discuss procedures and associated paperwork.

• Inventory and Condition - Develop and submit an inventory of the roadway system on which winter operations shall be performed. This inventory shall include a spreadsheet detailing the required information as well as a video showing the current condition of the requested items. Items required in the inventory are street names, street dimensions, and the current condition of pavement, curb & gutter, sidewalk, drainage, fencing, mailboxes etc. This inventory must be submitted to the City's Director of Public Works or his/her designee and staff for review.

• Dry Run - The Operator must arrange for a dry run of all applicable roads with the City's Public Works' staff.

• List of Equipment - The District in collaboration with the Operator must submit and update as necessary, a complete list of equipment planned for winter operations. The equipment description should include specific information i.e., type & make of trucks, make of plow, type of blades (carbide /regular steel), model of sanders, calibration units; pre-wetting systems; types & make of loaders/graders, etc.

• Equipment Inspection - The Operator must arrange for the inspection of their equipment with the City's Public Works' staff.

• Snow Plowing Procedures - The District in collaboration with the Operator must provide a copy of their snow removal procedures to the City's Director of Public Works or his/her

designee. These procedures shall include complete information on frequency, duration and the extent of snow plowing as well as details on how the Operator plans to stabilize roads during normal snow events and under heavy storms or blizzard conditions. The Operator will meet with City's Public Works staff prior to commencing operations to discuss and agree upon specific plowing standards and techniques, particularly as they relate to piling snow, snow storage areas, windrows left in front of driveways, intersections, pedestrian ramps, etc.

Materials

Notwithstanding any contrary provisions of the List of Equipment section stated above, no solid materials may be used as either a de-icing agent or for traction. Any liquid materials must be first approved by the City's Director of Works or his/her designee.

Training

The District in collaboration with its Operator must ensure all operators (routine drivers and fill-ins) have received proper training on both equipment safety and snowplowing operations/procedures.

During Winter Operations

Event Logs - On a daily basis during winter operations, the Operator shall complete an event log. On a monthly basis, or when requested by the City, the District shall supply these logs to the City's Public Works Department. The City may require a meeting with the District and its Operator to discuss performance issues at any time. If said issues are not corrected to the City's satisfaction, the District shall be asked to replace its Operator or, alternatively, this Agreement may be terminated.

End of Season

End of Season Report - On or around June 1st, the District along with its Operator shall supply to the City a combined report that includes all information supplied on a by request or monthly basis as requested above.

EXHBIT C

INSURANCE REQUIREMENTS

Insurance and Indemnities: Prior to commencement of this Agreement, the District and its designated Operator, shall provide a certificate of insurance evidencing the following coverages:

A. **Commercial General Liability Insurance.** During the term of this Agreement, the District and the Operator shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate.

B. **Commercial Automobile Liability Insurance.** The District and Operator shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of $1,000,000 combined single limit each accident.

C. **Excess or Umbrella Liability.** The District and the Operator shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policies, with a limit of Two Million Dollars ($2,000,000).

D. **Workers' Compensation or Employers' Liability Insurance.** The Operator shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the Operator shall provide proof of Employers' Liability Insurance with limits as follows:
$500,000 bodily injury each accident
$500,000 bodily injury each disease
$500,000 bodily injury disease aggregate.

The Operator will provide to the City a copy of the Operator's insurance which evidences insurance coverages and limits as indicated in this agreement.

E. **City as Additional Insured.** All insurance policies required by this agreement, except workers' compensation, shall name the City, its officers, employees and agents as an additional insured by endorsement and said coverage shall contain a waiver of subrogation. The Operator shall provide a copy of an endorsement providing this coverage.

F. **Limits of Insurance.** The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

G. **Certificates of Insurance.** Upon the execution of this Agreement, the District and the Operator shall provide certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. The District agrees that the required

coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of District's or the Operator's coverage is renewed at any time prior to the expiration of this Agreement, the District and the Operator shall be responsible for obtaining updated insurance certificates from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

With respect to the Operator, the minimum A.M. Best rating of each primary insurer shall be A-X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The District and the Operator shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the Agreement. **The District's or the Operator's policy will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the City.**

CITY OF AURORA
Council Agenda Commentary

Item Title: Porteos Business Improvement District Appointment of Directors
Item Initiator: Dancy, Cesarina
Staff Source/Legal Source: Cesarina Dancy/ Hans Hernandez, Assistant City Attorney
Outside Speaker: n/a
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: n/a

Regular Meeting: n/a

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 12/15/2020

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

City Council approved the establishment of the Porteos Business Improvement District (BID) on October 29, 2016 (Ord. 2016-43).

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

Earlier this year, the Porteos Buisness Improvement District engaged new legal counsel. In reviewing the District's files, counsel was unable to confirm the underlying qualifications of the Board members to serve as such, even though the current directors were elected to the District Board at elections held in May 2018 and May 2020. To affirm the qualifications of the members of the Board, the request is being made that the City Council reappoint the District's current five-member Board, by resolution, with two reappointed Board members serving terms until the next regular election in May 2022, and three reappointed Board members serving terms until the next regular election in May 2023. Counsel for the BID has taken steps to ensure the above-named individuals are appropriately qualified to serve on the District Board pursuant to§ 31-25-1203(4); specifically, that each individual is a resident of the State of Colorado who is 18 years of age or older and who is the holder of a leasehold interest in taxable real or personal property within the boundaries of the District. Accordingly, they are requesting that the above-named individuals be reappointed to the District's Board of Directors for purposes of affirming their qualifications to serve. he current five members of the Board are as follows:

Mark Adams
Melissa Shea
Seth Rollert
Kristen Adams
Yuriy Gorlov

The attached resolution will appoint these five members to the Porteos BID Board of Directors.

QUESTIONS FOR COUNCIL

Does the committee wish to move this item forward to Study Session?

LEGAL COMMENTS

Section 5 of Ordinance No. 2016-43 organizing the Porteos Business Improvement District provides that within 30 days following the date on which a vacancy on the Board of Directors occurs, a successor shall be appointed by resolution of the City Council. (Hernandez)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: Type Text Here

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: Type Text Here

Report Approval Details

Document Title:	Porteos BID Director Appointment.docx
Attachments:	- Cox re Porteos Board Appointments 11.16.2020.pdf - 2020-Porteos-BID-Appointment.pdf
Final Approval Date:	Dec 10, 2020

This report and all of its attachments were approved and signed as outlined below:

No Signature found

Jacob Cox

No Signature found

Vinessa Irvin

Brian Rulla

Christine McKenney

Adrian Morris

Greg Hays

Jason Batchelor

Jim Twombly

ICENOGLE SEAVER POGUE

November 16, 2020

City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012
Attn: Jacob Cox

Re: Porteos Business Improvement District Board of Directors – Request for City Council Action to Reappoint Directors and Affirm Director Qualifications

Dear Jacob,

As legal counsel to the Porteos Business Improvement District ("District"), I am writing to request that the City Council fill potential vacancies on the District's Board of Directors (the "Board") by reappointing the current District Board in accordance with § 31-25-1209(1)(d), C.R.S. and Section 4 of City Council Ordinance No. 2016-43 organizing the District. For your reference, the District's proposed Operating Plan for fiscal year 2021 is enclosed.

Earlier this year, the District engaged our firm as legal counsel. In our review of the District's files, we were unable to confirm the underlying qualifications of the Board members to serve as such, even though the current directors were elected to the District Board at elections held in May 2018 and May 2020. To affirm the qualifications of the members of the Board, we are requesting that the City Council reappoint the District's current five-member Board, by resolution, with two reappointed Board member serving terms until the next regular election in May 2022, and three reappointed Board members serving terms until the next regular election in May 2023. The current five members of the Board and their addresses are as follows:

Mark Adams	5859 S. Galena Street Greenwood Village, CO 80111
Melissa Shea	1530 E Nichols Drive Centennial, CO 80122
Seth Rollert	17757 E. Crestridge Place Centennial, CO 80015
Kristen Adams	5859 S. Galena Street Greenwood Village, CO 80111
Yuriy Gorlov	19512 East Lasalle Place Aurora, CO 80013

Alan D. Pogue | *APogue@isp-law.com* | *Direct 303.867.3006*

4725 S. Monaco St., Suite 360 | Denver, CO 80237 | 303.292.9100 | fax 303.292.9101 | www.isp-law.com



ICENOGLE SEAVER POGUE

We have taken steps to ensure the above-named individuals are appropriately qualified to serve on the District Board pursuant to § 31-25-1203(4); specifically, that each individual is a resident of the State of Colorado who is 18 years of age or older and who is the holder of a leasehold interest in taxable real or personal property within the boundaries of the District. Accordingly, we request that the above-named individuals be reappointed to the District's Board of Directors for purposes of affirming their qualifications to serve.

Sincerely,

ICENOGLE SEAVER POGUE
A Professional Corporation

Alan Pogue

Enclosure
/acw

2021 OPERATING PLAN AND BUDGET

PORTEOS BUSINESS IMPROVEMENT DISTRICT

City of Aurora, Adams County, Colorado

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EXHIBIT A – Director Contact Information
EXHIBIT B – BID Budget 2021
EXHIBIT C – District Map

2021
OPERATING PLAN FOR THE
PORTEOS BUSINESS IMPROVEMENT DISTRICT

1. PURPOSE AND SCOPE OF THIS DISTRICT

A. ***Requirement for this Operating Plan***. The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Porteos Business Improvement District (the "District") file an operating plan and budget with the City Clerk no later than September 30 of each year.

Under the statute, the City of Aurora (the "City") is to approve the operating plan and budget within 30 days of the submittal of all required information.

The District will operate under the authorities and powers allowed under the Business Improvement District Act, Sections 31-25-1201, *et seq*., Colorado Revised Statutes, as amended, as further described and limited by this Operating Plan.

B. ***What Must Be Included in the Operating Plan?*** Pursuant to the provisions of the Business Improvement District Act, Section 31-25-1201, *et seq*., Colorado Revised Statutes, as amended, this Operating Plan specifically identifies (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of the bonds to be issued by the District and (5) such other information as the City may require.

The District's original 2017 Operating Plan subsequent Operating Plans, previously approved by the City, are incorporated herein by reference, and shall remain in full force and effect except as specifically or necessarily modified hereby.

C. ***Purposes***. As may be further articulated in prior years' Operating Plans, the ongoing and/or contemplated purposes of this District for 2021 include financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements allowed under Colorado law for business improvement districts.

D. ***Ownership of Property or Major Assets***. The District will own public improvements as constructed if such improvements are not otherwise dedicated to other public entities for operation and maintenance.

E. ***Contracts and Agreements***. It is anticipated that the District will enter into various agreements as required to facilitate the funding, construction, operation and maintenance of public improvements. The District is currently party to an Intergovernmental Agreement Concerning District Operations and Outstanding Reimbursement Obligations with Velocity Metropolitan District Nos. 1-9, dated January 29, 2019. The District may also enter into agreements with the City and other districts encompassing adjacent developments in order to cooperate on infrastructure projects.

2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

A. Organization. The Porteos Business Improvement District was organized by the City of Aurora, Colorado by Ordinance No. 2016-43 on October 29, 2016.

B. Governance. The District is governed by an elected board of directors.

C. District Board. The District is governed by a Board of Directors consisting of five electors all of whom shall be voting members. The Board members are:

(1) Mark A. Adams
(2) Kristen Adams
(3) Yuriy Gorlov
(4) Seth C. Rollert
(5) Melissa M. Shea

The qualifications of the members of the Board of Directors are hereby ratified and affirmed. Director and other pertinent contact information is provided in **EXHIBIT A**.

D. Term Limits. Term limits were eliminated at the District's November 2016 election. Members of the Board will be up for election at the May 2022 Regular Election.

E. Advisory Board. The Board of Directors may appoint one or more advisory boards to assist the Board of Directors on such matters as the Board of Directors desires assistance. The Board of Directors shall, upon the appointment of an advisory board, set forth its duties, duration, and membership. The Board of Directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. No advisory boards have yet been appointed.

3. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

A map of the District's boundaries is attached as **EXHIBIT C**. In 2021 and subsequent years, the District anticipates requests for inclusion of additional property as boundaries are established and additional property owners participate in the District.

4. PUBLIC IMPROVEMENTS

The District will be primarily concerned with the provision of public improvements and services within the boundaries of the District; however, there may be instances to provide improvement or services outside of the boundaries of the District as part of the project. The District shall have the authority to provide these improvements and services, but the revenue- raising powers of the District to recoup the costs of extraterritorial improvements and services shall be as limited by state law.

The public improvements that the District anticipates it will construct, install or cause to be constructed and installed, include those public improvements the costs of which may, in

accordance with the Business Improvement District Act, Section 31-25-1201, et seq., C.R.S., lawfully be paid for by the District, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping and storm and wastewater management facilities and associated land acquisition and remediation (the "Public Improvements"). The costs of such Public Improvements, including costs of design, acquisition, construction and financing, are referred to herein as the "Public Improvement Costs."

5. ADMINISTRATION, OPERATIONS, SERVICES AND MAINTENANCE

The District shall provide for ownership, operation, and maintenance of District facilities as activities of the District itself or by contract with other units of government or the private sector.

6. FINANCIAL PLAN AND BUDGET

A. 2021 Budget. The proposed 2021 Budget for the District is attached in **EXHIBIT B**.

B. Authorized Indebtedness. In November 2016, the District held an election for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution, and the Operating Plan. As provided in prior years' Operating Plans, the District's initial maximum debt authorization was $50,000,000. The District has determined it to be in the best interests of the District to increase the maximum authorized indebtedness from the initial maximum debt authorization of $50,000,000 to $100,000,000 to provide the District with the financial flexibility to efficiently finance the development and construction of the projected public improvements. The District has determined that the initial maximum debt authorization of $50,000,000 is not sufficient due to the pace of development and phasing within the District and that an increase in the District's maximum debt authorization at this time will best serve the economic interests of the District and its current and future property owners. Accordingly, the maximum debt authorization of the District is hereby increased to $100,000,000.

C. Property Tax and Mill Levy Caps. The District taxing ability is constrained to mill levy limitations of up to 50 mills for debt service, general operations and administrative expenses due to the on-going operations and maintenance activities to be undertaken by the District within its boundaries.

D. District Revenues. The District is utilizing developer funding for initial revenue sources and thereafter revenues derived from property taxes. The District may also be the beneficiary of revenues derived from a privately imposed public improvement fee.

E. Existing Debt Obligations. The District has no current debt.

F. Future Debt Obligations. The District does not currently anticipate the issuance of any debt in 2021.

G. Other Financial Obligations. The District has entered into agreements including reimbursement and facility acquisitions as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, etc.

H. Non-Default Provisions. Limited tax general obligation bonds issued by the District are structured and/or credit enhancements provided such that the bonds cannot default as long as the District is imposing the required maximum allowed mill levy.

I. No City Obligation. The debt of the District will not constitute a debt or obligation of the City in any manner. The faith and credit of the City will not be pledged for the repayment of the debt of the District. This will be clearly stated on all offering circulars, prospectus, or disclosure statements associated with any securities issued by the District

7. 2021 ACTIVITIES, PROJECTS AND CHANGES

A. Activities. The District will be continuing the construction and financing of the Public Improvements in 2021.

B. Projects and Public Improvements. The District will be undertaking projects or public improvements as development needs require.

8. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate perpetual existence. If the District no longer has such obligations, the District will seek to dissolve pursuant to C.R.S. § 31-25-1225.

9. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act and further meets applicable requirements of the Colorado Constitution and other law. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

EXHIBIT A
Director and Other Contact Information

BOARD OF DIRECTORS:

Mark A. Adams
5859 S. Galena Street
Greenwood Village, CO 80111
markaadams@mac.com

Kristen Adams
5859 S. Galena Street Greenwood
Village, CO 80111
kristen@roganadams.com

Yuriy Gorlov
19512 East Lasalle Place
Aurora, CO 80013
gorlov@auroraedc.com

Seth C. Rollert
17757 East Crestridge Place
Centennial, CO 80015
sethrollert@rollertavery.com

Melissa M. Shea
1530 E. Nichols Drive
Centennial, CO 80122
beinspired.mms@hotmail.com

DISTRICT CONTACTS:

Legal Counsel:
Alan D. Pogue
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St, Suite 360
Denver, CO 80237
303-292-9100
apogue@isp-law.com

Accountant:
Diane Wheeler
Simmons & Wheeler, P.C.
304 Inverness Way South Suite 490
Englewood, CO 80112
303-689-0833
diane@simmonswheeler.com

EXHIBIT B

2021 BID Budget

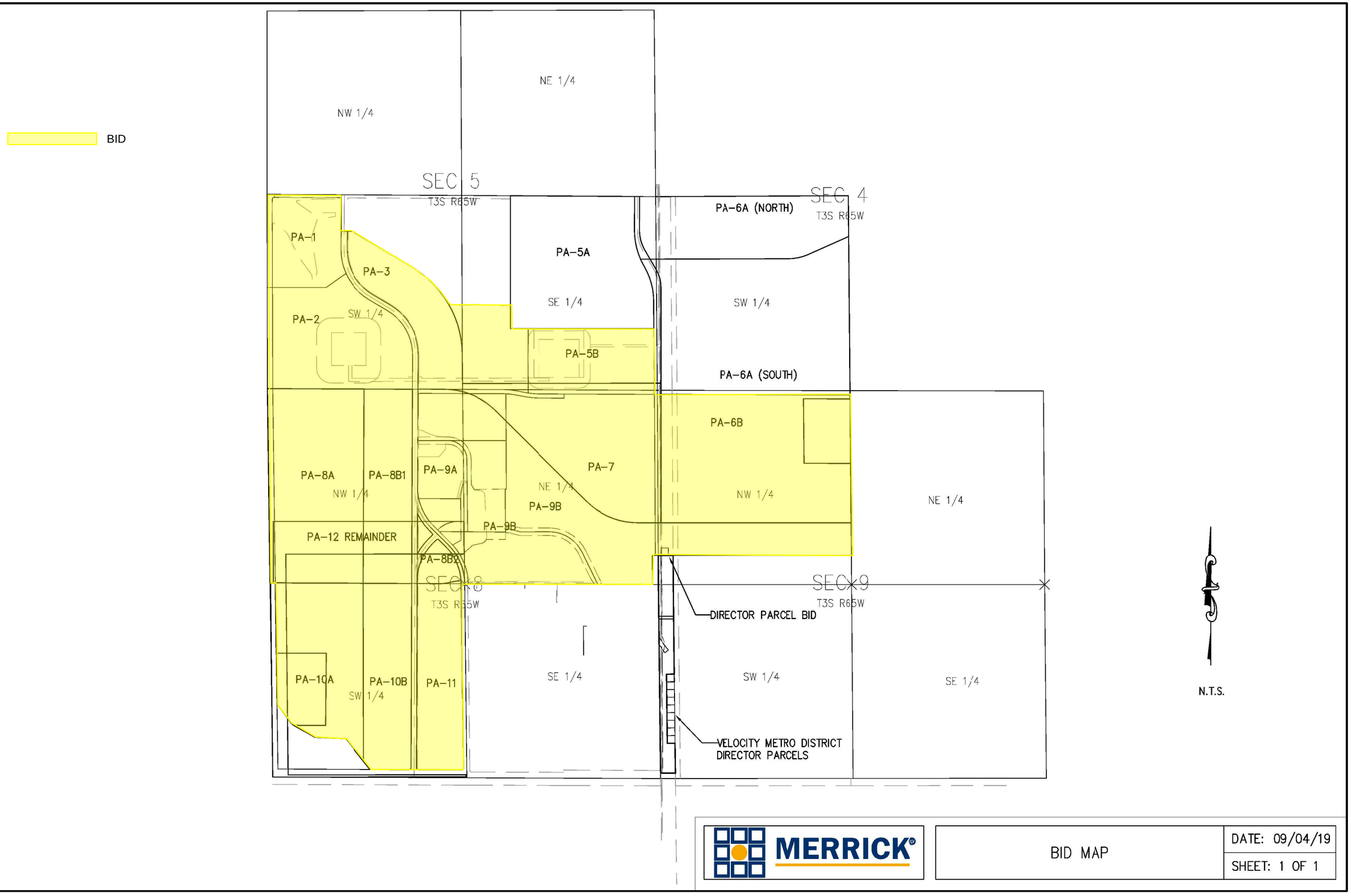
Porteos Business Improvement District
Proposed Budget
General Fund
For the Year ended December 31, 2021

	Actual 2019	Final Budget 2020	Actual 07/31/20	Estimate 2020	Proposed Budget 2021
Beginning fund balance	$ -	$ 671	$ 16,808	$ 16,808	$ 21,089
Revenues:					
Property taxes	87	212	212	212	52,380
Specific ownership taxes	8	17	9	17	4,190
Developer advances	71,670	152,244	35,490	35,490	9,498
Transfer from Velocity	93,363	10,285	-	41,290	21,192
Public Improvement Fees	-	-	39,721	70,000	70,000
Interest income	-	-	-	-	-
Total revenues	165,128	162,758	75,432	147,009	157,260
Total funds available	165,128	163,429	92,240	163,817	178,349
Expenditures:					
Accounting / audit	10,682	10,000	5,227	10,000	10,000
Engineering	-	10,000	11,725	11,725	10,000
Insurance/SDA dues	16,441	20,000	20,487	20,500	22,000
Legal	72,617	40,000	24,655	50,000	65,000
Management	-	1,500	-	1,500	1,500
Director's Fees	9,450	6,000	5,200	6,000	6,000
Miscellaneous	738	2,000	-	1,000	2,000
Utilities	7,778	20,000	3,055	12,000	20,000
Landscape Maintenance	30,613	30,000	13,157	30,000	30,000
Treasurer's fees	1	3	3	3	786
Repay developer advances	-	-	-	-	-
Contingency	-	19,606	-	-	6,044
Emergency reserve (3%)	-	4,185	-	-	5,019
Total expenditures	148,320	163,294	83,509	142,728	178,349
Ending fund balance	$ 16,808	$ 135	$ 8,731	$ 21,089	$ -
Assessed valuation		$ 42,490			$ 10,476,030
Mill Levy		5.000			5.000

EXHIBIT C

District Map

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MERRICK®

BID MAP

DATE: 09/04/19

SHEET: 1 OF 1

File Location Q:\DEN\Projects\8434.00\Velocity Metro District\District Boundaries\Velocity Metro District and BID Map.dwg Plot Date 9/4/2019 2:58 PM Last Saved By: CMURRAY

RESOLUTION NO. R2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING FIVE MEMBERS TO THE BOARD OF DIRECTORS OF THE PORTEOS BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the Council has adopted Ordinance No. 2016-43 organizing the Porteos Business Improvement District (the "District") and appointed the District's initial Board of Directors (the "Board"); and

WHEREAS, there are currently several vacancies on the Board; and

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

WHEREAS, the District has recommended that Mr. Mark Adams, Mrs. Melissa Shea, Mr. Seth Roller, Mrs. Kristen Adams, and Mr. Yuri Gorlov fill the existing vacancies in the Board; and

WHEREAS, the individuals recommended by the District are electors of the District, as defined by Section 31-25-1203(4)(a), C.R.S., and are therefore qualified for membership on the Board.

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

Section 1. Mr. Mark Adams, Mrs. Melissa Shea, Mr. Seth Roller, Mrs. Kristen Adams, and Mr. Yuri Gorlov are hereby appointed to fill the existing vacancies on the Board of Directors of the Porteos Business Improvement District.

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

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

RESOLVED AND PASSED this _____ day of _____, 2020.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
SUSAN BARKMAN,
Interim City Clerk

APPROVED AS TO FORM:


RLA

_____
HANOSKY HERNANDEZ,
Assistant City Attorney

MANAGEMENT AND FINANCE POLICY COMMITTEE MEETING
DECMBER 17, 2020

PORTEOUS BUSINESS IMPROVEMENT DISTRICT APPOINTMENT OF DIRECTORS

Summary of Issue and Discussion

Earlier this year, the Porteos Business Improvement District engaged new legal counsel. In reviewing the District's files, counsel was unable to confirm the underlying qualifications of the Board members to serve as such, even though the current directors were elected to the District Board at elections held in May 2018 and May 2020. To affirm the qualifications of the members of the Board, the request is being made that the City Council reappoint the District's current five-member Board, by resolution, with two reappointed Board members serving terms until the next regular election in May 2022, and three reappointed Board members serving terms until the next regular election in May 2023. Counsel for the BID has taken steps to ensure the above-named individuals are appropriately qualified to serve on the District Board pursuant to§ 31-25-1203(4); specifically, that each individual is a resident of the State of Colorado who is 18 years of age or older and who is the holder of a leasehold interest in taxable real or personal property within the boundaries of the District. Accordingly, they are requesting that the above-named individuals be reappointed to the District's Board of Directors for purposes of affirming their qualifications to serve. The current five members of the Board are as follows:

Mark Adams
Melissa Shea
Seth Rollert
Kristen Adams
Yuriy Gorlov

The resolution will appoint these five members to the Porteos BID Board of Directors.

Does the Committee wish to move this item forward to Study Session?

Committee Discussion

There were no questions asked.

The Committee recommended that this item is moved forward unanimously.

Outcome

The Committee recommended that the item is forward to Study Session.

Follow-up Action

Staff will forward the item to Study Session.

CITY OF AURORA
Council Agenda Commentary

Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A CONTRACT WITH THE TEAM OF MAY + WATKINS DESIGN OF NEW YORK TO CREATE AND INSTALL PUBLIC ART AT THE GREEN VALLEY RANCH NEIGHBORHOOD PARK
Item Initiator: Roberta Bloom
Staff Source/Legal Source: Roberta Bloom, Public Art Coordinator
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 1/4/2021

Regular Meeting: N/A

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☒ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizen Groups

Policy Committee Date: 12/16/2020

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached ☐ Minutes Not Available

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

Ordinance No. 2007-34, established a public art requirement within Metropolitan Districts. Typically, this is managed by the District or the Developer, once they have an approved public art plan. When the proposed site for the artwork falls within a city park or other property that will be owned and maintained by the city, Aurora's Art in Public Places Program collects the funding and manages the project in accordance with the city's Percent for Art Program. This ensures that the artwork, which Art in Public Places/COA will be responsible for maintaining, meets the full quality and standards of the public art collection. This is the situation with the Green Valley Ranch Neighborhood Park, where this piece of public art will be located.

Roberta Bloom, Public Art Coordinator, worked with Terracina Designs as representatives of the builder, to develop their overall public art plan affirming that it was the wish of the developer for the public art to be sited within this neighborhood park. They worked together in identifying additional members of the Art Selection Panel, which included landscape architects Sarah Moll and Yvonne Lindgren of Terracina Designs; Artist Reven Swanson; GVRE community members Blake Yarbrough and Arnaud Konan (with Chris Klein as back-up); Jordyn Croom of Oakwood Homes; PROS staff members Doug Hintzman and Brent Delahoy, Council Member Nichole Johnston, and AIPP Commissioners Laura Noe and Brittany Pirtle (with Vanessa Frazier as back-up).

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

The Art Selection Panel met three times and all of these meeting were held virtually via WebEx.

At the first meeting on July 21, 2020 they were introduced to the project and process, learned about the plans for the neighborhood park and together developed the criteria to be published in the RFQ. The Art Selection Panel determined that they wanted a sculptural seating arrangement, that could reference the flora and fauna of the area, and that should be located away from the playground and basketball court, creating a more contemplative environment for people to sit and enjoy the park. Two potential sites were identified, and artists could pick one of the other, or both if the felt that the budget could accommodate both.

The budget for this project is $138,400 and the project attracted 176 applicants.

At the second meeting which took place on September 22, 2020, the Art Selection Panel reviewed the applicants and selected three finalists. The finalists were May + Watkins Design of NY, Richard Herzog of Georgia, and Tyler FuQua of Oregon. None of these artists are currently represented within the city's collection. The finalists were provided additional site information and the ability to connect with the representatives from Terracina Design and from PROS to learn more about the site, the area, and the plans. And they were provided a stipend to develop and present their proposals via WebEx.

The final meeting of the Art Selection Panel was held on Friday, November 20, 2020. After presentations, the Art Selection Panel engaged in a thorough discussion of the pros and cons of each proposal, relating them back to the criteria established in the RFQ. After each panel member completed the scoring rubric for each artist using the polling feature of WebEx, the team of May + Watkins rose to the top.

They bring a long history of successful projects, did an excellent job in creating a proposal that related to and referenced the surrounding environment, and the members of the Art Selection Panel felt that this artwork can become a place where people will congregate during farmers markets and other outdoor events envisioned for this area. The anticipated completion date is late summer 2021.

The Art in Public Places Commission reviewed this project at their December 2 meeting, approved it to move forward to the Cultural Affairs Commission, and a draft excerpt of the minutes of that meeting is attached. The Cultural Affairs Commission reviewed the project at their December 9th meeting and the draft excerpt of their minutes is attached. The Public Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizen Groups reviewed the project at their December 16 meeting and has referred it on to Council Study Session. Minutes of that meeting will be attached when completed. Also attached are artists' proposal and budget, the required resolution, and a draft of personal services agreement.

QUESTIONS FOR COUNCIL

Can this project move forward to formal city Council Meeting for final approval?

LEGAL COMMENTS

City Code requires each development with a project value of $100,000 or more to provide public art and a public art plan. The public art plan shall provide for the acquisition of outdoor works of art in compliance with the rules and regulations promulgated by the Director of Library and Cultural Services. (City Code section 146-2.4.K.1 and section 34-128). Each metro district (Title 32 District) is required to provide funds to maintain the required public art in the district. (City Code section 146-2-4.K.4). The Art in Public Places Commission must approve an art project proposal and make recommendations through the Cultural Affairs Commission to City Council for art projects costing more than $50,000. City Council must approve all art projects costing more than $50,000. (City Code section 34-131)(TJoyce)

PUBLIC FINANCIAL IMPACT

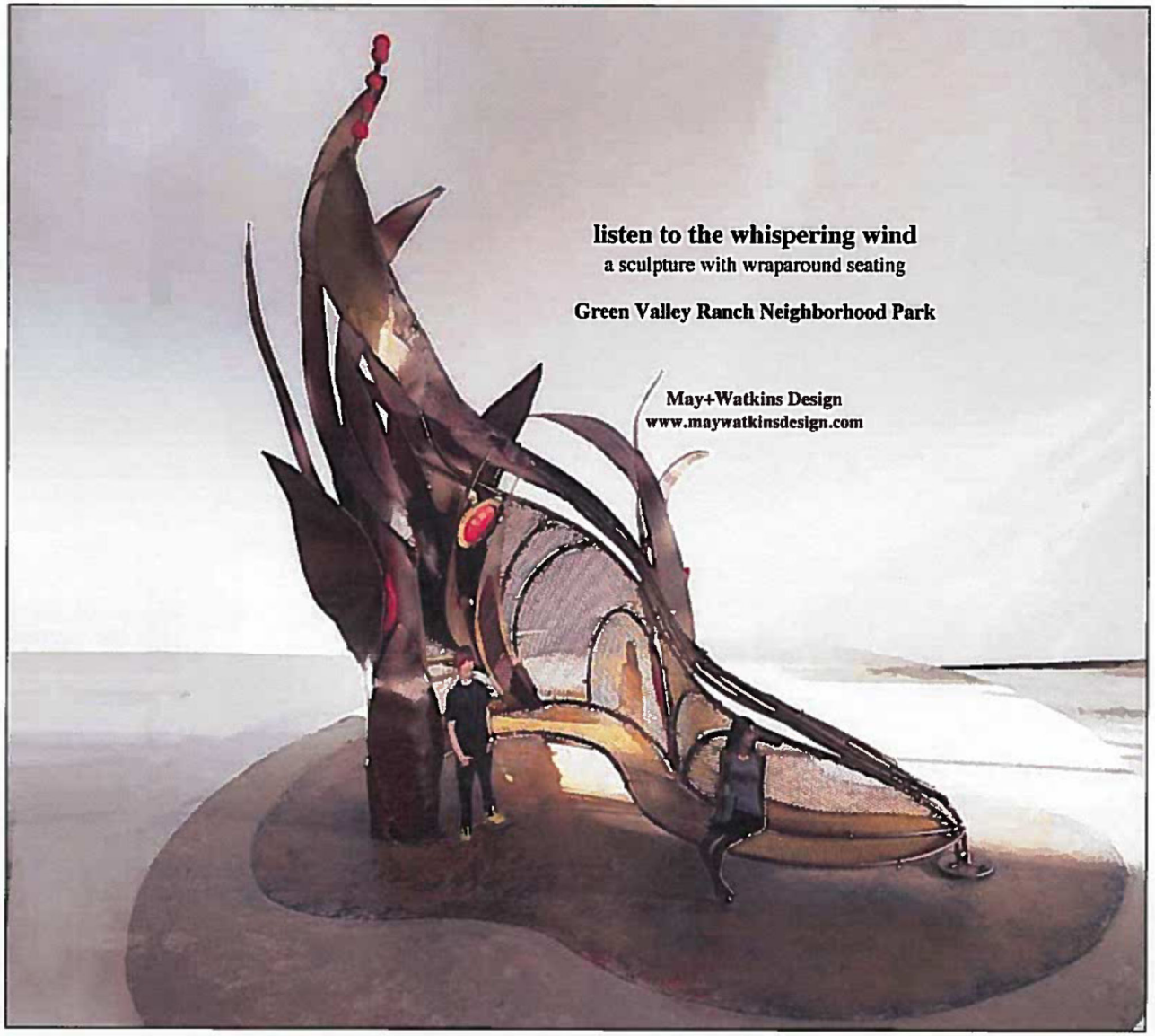
☒ YES ☐ NO

If yes, explain: The public art will cost $138,400 from funds collected from the Metropolitan District which are currently in the AIPP Art Acquisition budget.

PRIVATE FISCAL IMPACT

☐ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:


listen to the whispering wind
a sculpture with wraparound seating
Green Valley Ranch Neighborhood Park
May+Watkins Design
www.maywatkinsdesign.com



Description and Process

Our sculptural seating is thematically based on leaf and grass forms and colors from the high plains. While the sculpture features wraparound seating, it is primarily a signature piece that provides impact from a distance as well as up close.

The sculpture has dynamic gesture and energy like the wind sweeping through the fields. It curls and twists to provide areas of both open and more intimate seating. For safety, the sculpture will be created with a combination of both opaque and transparent materials, so that no seating areas are hidden from view.





Size:
Height: 24-feet high at highest point
Length: 19-feet long
Width: 13.5-feet wide

Shade
There are shade areas all around the sculpture depending on the time of day. Some areas will feel enclosed and comforting, others will feel like look-outs. The sculpture will also be a gathering place for large and small groups.

Light, shadow and glass
We plan to use steel and aluminum plate, stainless steel pipe and perforated stainless steel mesh. We also will include a cast glass disk that will catch the sun as it rises and sets.

Surrounding surface
We plan to surround the sculpture with crushed stone with a 5-foot perimeter walkway.

Process
If we are awarded this commission, our next step will be to create a larger model so that we can carefully examine any climbing or entrapment issues. It's a complex piece, and this concept sketch is just the beginning of our thorough design process.

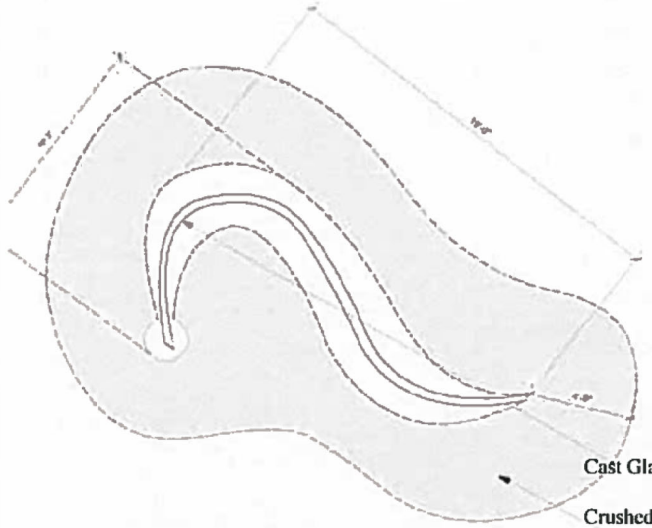
Left: View showing paper figures seated on both sides and cast glass disk

Right: Two images showing seating and shade

Site Plan

Notes:

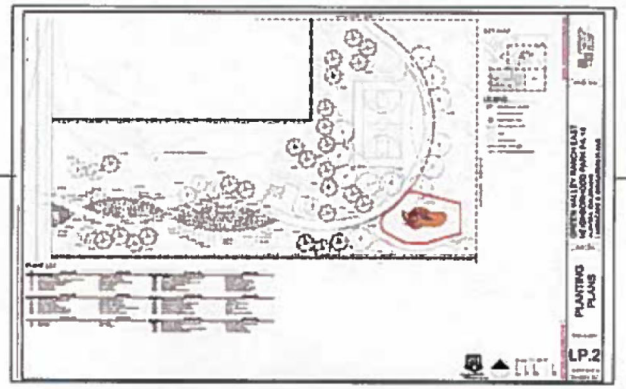
- Final location TBD
- Piece to be mounted on an E/W axis for optimal effect from cast glass



Cast Glass Disk

Crushed Stone Walkway





3



Various Views

We have included a video in this presentation, but the following two pages show the piece from several angles using directed lighting. It also shows people sitting in various areas.



Various Views





5

Materials







Above: Rolled steel plate in Fort Collins, CO

Right: Kokoro Glass sample B-1, 1-inch thick

Center: Rolled steel leaf, Audubon installation, Brooklyn, NY

Far right: Detail of Rooftop Play, Central Synagogue, NYC

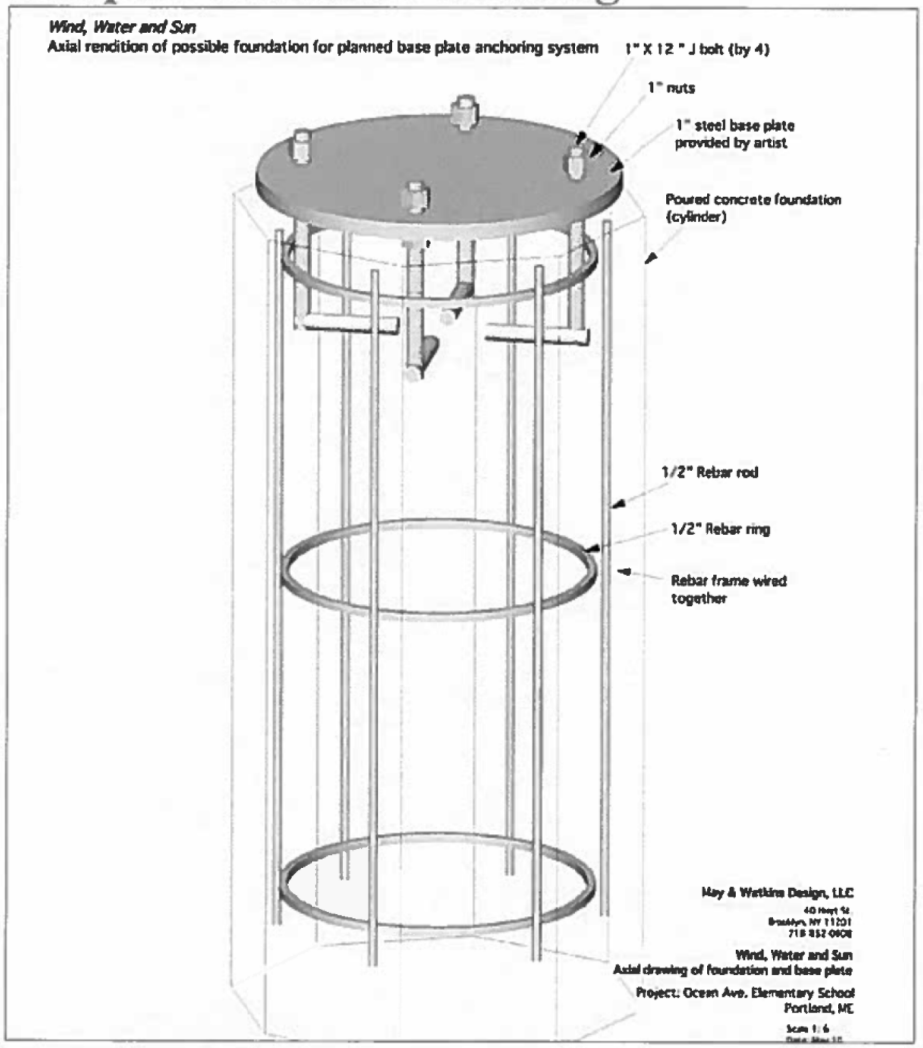


We will use powder-coated, stainless steel pipe and perforated steel mesh in this installation, as well as aluminum and steel plate. We have used these materials outdoors for many years including in Colorado. They have done very well in the Colorado climate.

The cast glass will be manufactured by Kokomo Opalescent Glass Co in Indiana. We have used this material in cold and hot climates, and we have never had a problem.

Engineer
Nick Guertz (Yetiweurks) has been our engineer for the past several years. He used to live in the Denver area, but has recently moved to North Carolina. If we are selected we hope to use him for this project.

Sample Foundation Drawing





Above: Welding the Mata Bus Shelters, for Memphis, TN

Right: We created four Entrance Sculptures for Running Deer Park, Fort Collins, CO. One of the mandates was that the colors of the sculpture had to blend with the colors of the Park, so we used Copperson, the same color that we hope to use on your sculpture. Over the years it has weathered beautifully.

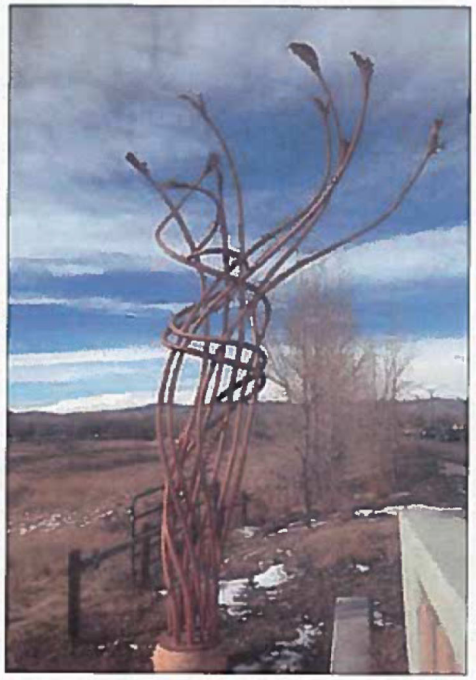
Durability

We want our work to last, so we design and build our sculptures, environments, play structures and interactives, so that they are durable and able to withstand hard use. We have permanent installations in Maine, Oregon, Washington, Texas, Colorado, New Jersey, New York, Tennessee and Florida. Installations have survived several hurricanes and a major flood, including one here in Colorado.

Because we are a design – build company, we can insure that our materials and fabrication are high quality and made to last.

Powder Coating

We understand that you are creating a public art collection, and you want to make sure that the art-works last without much maintenance. This is why we selected Copperson as the dominant color in our proposed sculpture. Below is work that we installed in Fort Collins in 2007. These photos were taken in 2018. The color and surface are holding beautifully.





Related Work





Above: Rail Bench and Tie Bench. Lewisville, TX



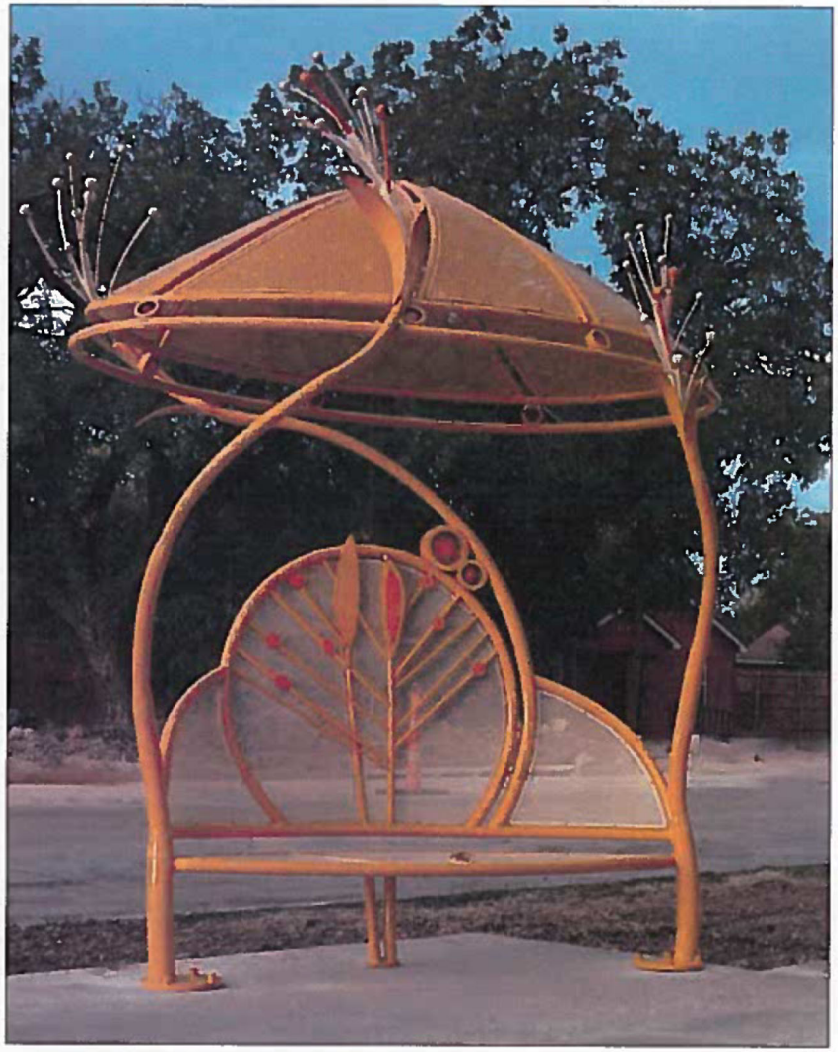
Right: Oasis, one of two bus shelters for the Memphis Transit Authority and Memphis Public Art

Related Work



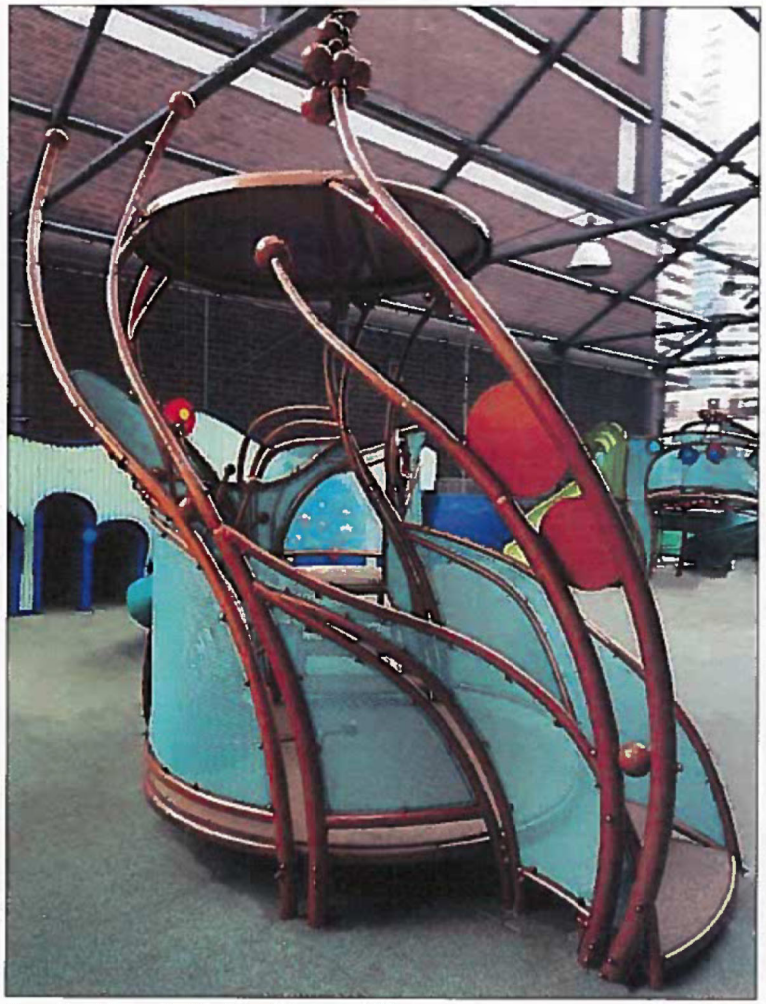


Cotton Bench, Hay Rake Bench and Corn Bench. Benchmark, Lewisville, TX



10

Related Work



Above: Detail Community Play, Central Synagogue, NYC



Above: Detail of Iris blossoms. Private commission

Green Valley Ranch, Neighborhood Park: Design, Fabrication, Installation		**Budget 3 • November 16, 2020**			
PROJECT BUDGET $ 138,400					
MAY+WATKINS DESIGN • carol@maywatkinsdesign.com • tim@maywatkinsdesign.com • www.maywatkinsdesign.com					
Tim's cell 917 301-3063 • Shop 518 945-3037 • Carol's cell 347 843-3451					
Item	**Description**	**Materials**	**Additional Description**		**Cost**
Design and Fabrication Management: 15%	To include design development, final design, final model, color and materials boards, structural drawings, foundation drawings, sign-off by engineer, installation plan, liaison with client				20,760
Engineer					4,000
TOTAL Design					**24,760**
Sculpture					
Pipe	3-in S steel pipe	10-ft	15.00/ft		150
	2.5-in S steel pipe	60-ft	11.50/ft		690
	2-in S steel pipe	70-ft	7/ft		490
	1.5 in S steel pipe	425-ft	5/ft		1,125
	1.25 in S steel pipe	80-ft	4/ft		320
Mesh	4 by 10 ft 14 gauge SS	9-sheets	$500/sheet		4,500
Edging for mesh	1/2-in SS flatbar	300-ft			335
Leaves and buds	1/4" +1/8 mild steel and aluminum plate	10-sheets	Materials and shaping		6,300
SS balls		6 balls	Materials and labor		500
Base plates	7 base plates	3/4" Stainless steel?	150/plate		1,050
Misc. hardware, stainless welding wire, gas					4,200
Labor		120 Days @ $350/day			42,000
Galvanizing	Includes shipping to and from Galvanizer				3,300
Powder coating	Includes shipping to and from Powdertech	Note you can touch up powder coated surfaces with one shot sign enamel			6,500
Shipping (materials to shop)					600
Mileage/gas for misc. pick up					200
TOTAL for Sculpture					**72,260**
Installation					
Deinstallation and packing					1,500
Shipping					4,000
Foundations			7 foundations		10,000

	Forklift		Rental for 3 days			1,200
	Scaffold	Borrowed from City of Aurora?				230
	Labor		5 Days/3 men @ $350/day			5,250
	Food and accomodations		$350/day 5 days			1,750
	Per Diem		$50/day 5 days X 2			500
	Travel					1,700
	TOTAL Packing, Shipping, Installation					**26,130**
	Overhead, Insurance, Management					
	Studio Overhead with Utilities (4 months)	2000/month				8,000
	Commercial and Liability					1,950
	Umbrella and Professional Liability					2,300
	Book keeping, office, purchasing, progress reports					3,000
	TOTAL Insurance, Overhead					**15,250**
	Total Cost for DESIGN, FABRICATION and INSTALLATION					**138,400**

Version AIPP August 11, 2020

CITY OF AURORA, COLORADO
PROFESSIONAL SERVICES AGREEMENT
FOR COMMISSION OF PUBLIC ARTWORK

DRAFT

PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: Agreement for May + Watkins Design to complete Listen to the Whispering Wind for Green Valley Ranch East Neighborhood Park

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Attachments

Attachment 1:	Public Art Proposal
Attachment 2:	Scope of Work
Attachment 3:	Artist's Time Schedule
Attachment 4:	Certificates of Insurance
Attachment 5:	Change Order Policy

DRAFT

AGREEMENT

This Agreement is made as of the _____ day of _____, 20__, by and between the City of Aurora, Colorado ("City"), a home rule municipal corporation situated in the counties of Adams, Douglas and Arapahoe, State of Colorado, hereinafter referred to as "City," and

Name of studio/artist: May + Watkins Design
Address: 26 N. Franklin St., Athens, NY 12015
Telephone: 347-843-3451
Fax:
E-mail address: carol@maywatkinsdesign.com

hereinafter referred to as the "Artist," and the City and Artist collectively hereinafter referred to as the "Parties."

RECITALS

Whereas, the City implemented a public arts program pursuant to the Aurora, Colo. Code ("the City Code"), Article IV of Chapter 34, Sections 34-126 through 34-135, by allocating certain funds for the establishment of art works in public places and authorizing the making of payments for the design, execution, fabrication, transportation, and installation of works of art, and the support of an artist selection process; and

Whereas, the Aurora Art in Public Places Commission, as created and defined pursuant to the City Code, Division 2 of Article IV of Chapter 34, to maintain a detailed public arts policy approved in accordance with the prevailing city policy, addressing funding mechanisms, art selection criteria, artist selection criteria, site selection criteria, display guidelines, maintenance and repair policies, and all other relevant issues; and

Whereas, pursuant to City Code section 34-127, as amended, the purpose of Article IV of Chapter 34 of the Aurora, Colo. Code is to provide a means to fund the acquisition of works of art in public places owned or leased by the city which works of art shall become a part of the City's art collection; and

Whereas, the Artist was selected by the City through the procedures duly adopted by the Aurora Art in Public Places Commission to design, execute, fabricate, and install: "Listen to the Whispering Wind" work of art, hereinafter referred to as the "Work," in a public place located at: Green Valley Ranch East Neighborhood Park, hereinafter referred to as the "Site;" and

Whereas, both parties wish to promote and maintain the integrity and clarity of the Artist's idea and statements as represented by the Work; and

Whereas, the Artist is ready, willing, and able to render such services as provided by this Agreement as an independent contractor.

NOW, THEREFORE, in consideration of the promises, mutual covenants, terms, conditions and obligations set forth herein, the Parties mutually agree as follows:

Section 1 – Scope of Services

A. Artist agrees to provide professional services as stated in the scope of services and the public art proposal ("Work") specified in **Attachment 1** and **Attachment 2**, attached to, and incorporated into this Agreement.

B. The City shall have the right to disapprove any portion of Artist's Work which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City Artist shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Artist's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Artist's compensation shall be adjusted. It is the intent of the parties that Artist shall promptly correct any defective, inaccurate, or incomplete tasks, deliverables, services, or other work, without additional cost to the City. The acceptance of Artist's services by the City shall not relieve Artist from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Artist's negligent acts, errors, or omissions.

C. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any tasks beyond those which have been specifically authorized in writing by the City.

Section 2 - Authority

A. The City represents and warrant that it has the power and ability to enter into this Agreement, to grant the rights provided in this Agreement, and to perform the duties and obligations under this Agreement. The Art in Public Places Coordinator ("Project Manager") is the City's Project Manager and the City's authorized representative. The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. All Work to be performed by Artist shall be authorized in writing by the Project Manager as provided by this Agreement. All communications related to the Project shall be with the Project Manager and, in his/her absence, a person to be designated by him or her. The Project Manager is authorized to make decisions on behalf of the City related to the Work. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of Work performed by Artist, except for approvals which are specifically identified in this Agreement as requiring the approval of City of Aurora, Colorado's City Council.

B. Carol May and Tim Watkins ("Artist's Representative") is Artist's representative for the Work. Artist's Representative shall have sufficient authority to represent and bind Artist in those instances when such authority is necessary to carry out Artist's responsibilities and obligations under the terms of this Agreement.

Section 3 – Time of Performance

A. The services to be required by the Artist as set forth in **Attachment 1** and **Attachment 2** shall be completed in accordance with the schedule for completion of Work as proposed by the Artist and approved by the City pursuant to **Attachment 3**, provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

B. If, in the opinion of the Project Manager, the Artist's performance has fallen behind schedule the Project Manager shall notify the Artist of the situation and the Artist shall take steps as may be necessary to improve his or her progress and to submit such supplementary schedule or schedules as may be necessary to ensure completion of the Work as required by this Agreement, all without additional cost to the City.

C. Failure of the Artist to comply with the requirements of the Project Manager under this Section shall be grounds for a determination by the Project Manager that the Artist is not prosecuting the work with such diligence as will ensure completion within the time specified. Upon such determination the Project Manager may terminate this Agreement and terminate the Artist's right to proceed with the work, or any separable part of the work, in accordance with the Warranty and Guarantee clauses and the Final Acceptance of this Agreement.

D. The Artist shall bear all transportation and storage costs resulting from the completion of his/her services hereunder prior to the time provided in the schedule for installation.

E. Force Majeure. The City may grant a reasonable extension of time in writing to the Artist in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or acts of God, including, without limitation, a force majeure, such as natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, outbreak or communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the forgoing or otherwise, beyond the Party's reasonable control, render timely performance of the Artist's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligation shall be suspended only for the duration of such conditions. Artist shall not be liable for delays in performing the services which are caused by the City, the City's other Artists, or events which are outside the control of the Parties and could not be avoided by the exercise of due care.

F. Time is of the Essence. This project has a time schedule supplied by the Artist that is binding on the Artist. Any alteration of the time schedule will require a written agreement between both Parties. Artist will use the Notice of Claim in Attachment 5 to request an extension of time to complete performance. Failing to timely complete this project, absent any agreed to and written extensions, may result in the City terminating this Agreement with the Artist and the City hiring additional personnel or entities to complete the project at the expense of the Artist.

Section 4 – Compensation and Payment Schedule

A. Fixed Fee

The City shall pay the Artist a fixed fee of One hundred thirty and eight thousand and four hundred dollars, ($138,400.00), which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Agreement for the services contemplated by this Agreement. The Artist understands and agrees that no further compensation will be given by the City. If the Artist believes that an amendment to this Agreement is necessary, the Artist will submit a proposed Change Order in writing to the Project Manager. Any amendment approval shall be in writing.

B. Submit Invoices

For each payment, Artist must submit an invoice to the City at the following address:

City of Aurora, Colorado
Art in Public Places Program
14949 E. Alameda Pkwy.
Aurora, CO 80012

C. Payment Schedule

The first (1st) payment shall be 25% of the total amount of this Agreement or $34,600.00, at the stage of this Agreement set out in Attachment 2, section 1.1 – General.

The second (2nd) payment shall be 25% of the total amount of this Agreement or $34,600.00, at the stage of this Agreement set out in Attachment 2, section 1.2, approval of engineering documents, approval of the site plan design and approval of the Final Design of the artwork. A Detail design Progress Report is required as part of the invoice for payment of the second payment.

The third (3rd) payment shall be 25% of the total amount of this Agreement or $34,600.00, at the stage of this Agreement set out in Attachment 2, section 1.3, Approval of the final fabrication of the Work and approval of the site preparation.

The fourth (4th) payment shall be for 15% of the total amount of this Agreement or $20,760.00, at the stage of this Agreement set out in Attachment 2, section 1.4, Delivery and Installation, completed.

The fifth (5th) and final payment shall be for 10% of the total amount of this Agreement or $13840.00, at the state of this Agreement set out in Attachment 2, section 1.5, Post Installation, and section 1.6 Final Acceptance.

D. Claims Against the Artist

If the City is notified that the Artist has allegedly failed to promptly pay for materials or services of any kind supplied by any sub-contractors used by the Artist in the performance of this Agreement, the City has the authority under this Agreement to withhold from the Artist's compensation a payment amount sufficient to cover such claims and liens as provided by Colorado law.

E. Artist's Expenses

The Artist shall be solely responsible for all mailing or shipping charges on submission to the City, the cost of transporting the Work to the Site, and the cost of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

Section 5 – Change Orders

The City may, from time to time and in its sole discretion, require changes in the scope of the services of the Artist to be performed herein. Changes made by the City may include, but not be limited to, the type and scope of services provided by Artist and the quantity or quality of Artist's staffing for required services. All change orders shall comply with the Art in Public Places Change Order Policy, attached to, and made a part of this Agreement. The Proposal, together with all approved changes shall be referred to as the Final Proposal or the Work.

Section 6 - Staffing and Sub-Contractors

A. The Artist's personnel listed below are essential to the proper performance of the services under this Agreement:

Name	**Title**

DRAFT

The above-identified individuals are key persons and will be available to perform the Work. Artist agrees to make key personnel available as required to perform the Work if such persons are employed by Artist. Artist shall obtain the prior written approval of the City before appointing other Artist personnel as a substitute(s) for the above-named key personnel. The City reserves the right to reject proposed replacement personnel or require the replacement of any Artist personnel; however such City action shall not subject the City to any liability to Artist nor be used by Artist as an excuse for failure to meet the requirements of this Agreement.

B. Artist shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Artist shall avoid changes to the key personnel to the extent possible.

C. It is agreed the Artist may utilize the services of sub-contractors in the performance of this Agreement. The Artist shall be fully responsible to the City for the acts and omissions of his or her sub-contractors and of persons either directly or indirectly employed by them. Nothing in this Agreement shall create any contractual relationship between any sub-contractor and the City.

Section 7 - Insurance

A. If the Artist and any sub-contractor of the Artist have employees the Artist and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in **Attachment 4**. The Artist further agrees and understands that they, and any sub-contractor of the Artist, are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

B. Artist shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Artist, its agents, and employees.

Section 8 - The City's Responsibilities

A. The City shall:

1. Provide necessary information to Artist to facilitate Artist in performing the Work;

2. Give prompt notice to Artist whenever the City observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided;

3. Furnish, or direct Artist to provide, at the City's expense, any necessary additional services;

4. Examine all documents submitted by Artist, and, if requested by Artist, provide comments and decisions in a timely manner in order to allow the Artist's work to proceed.

5. Perform all obligations in compliance with all terms and conditions in this Agreement.

B. The City covenants, represents, and warrants the accuracy, timeliness, and completeness of all information submitted to the Artist.

Section 9 - Mutual Obligations

A. This Agreement does not guarantee to Artist any additional or future work except as expressly authorized herein.

B. This Agreement does not create or imply an exclusive agreement between Artist and the City.

C. The services and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the City.

D. Subject to payment in full of all amounts due and payable to Artist hereunder, the Artist hereby grants to the City a limited, revocable, royalty-free license for non-commercial purposes to publicly exhibit the Work (or any components thereof). All reproductions by the City shall contain a copyright notice in the Artist's name as required by law and a credit to the Artist in substantially the following form: [Artist's name, Work title, date of publication]. Intellectual property, including all Proposals, Final Design, and installed Work, or other designs, drawings, sketches, photographs, renderings, or other materials or work product related to the services and in any other documentation made by the Artist pertaining to the services developed, utilized or modified in the performance of the services shall remain the sole property of Artist.

E. The Artist retains all rights in and to the Proposal and Final Design including all copyrights and rights granted by the Visual Artist's Rights Act of 1990, 17 U.S.C. § 101 *et. seq.* in and to all the Proposals, Final Design and the installed Work except ownership and possession, except as such rights are limited by this Section. In view of the intention that the Final Design in its final dimension shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the Final Design or the Work, nor shall the Artist grant permission to others to do so except with written permission of the City.

F. Nothing in this Agreement shall preclude any right of the City to alter, remove and store the Work from public view, or destroy the Work due to changes in public opinion or changes in the surrounding land uses. . If the City removes the Work from public view because of strong public opinion or because of a change in surrounding land uses, or the City decides to destroy the Work, the City will provide the Artist with reasonable notice, after a diligent, good faith attempt to notify the Artist, and offer the Artist a reasonable opportunity to recover the Work at the Artist's expense for an obligation of the Artist to indemnify the City. A "diligent, good-faith attempt" involves sending notice by registered mail to the artist at his most recent address as recorded by the Register of Copyrights. If the Artist does not obtain possession or does not contact the City within fourteen days of the date of the notice to the Artist of the City's intent to remove the Work the Artist waives his/her/its rights under the Visual Artist's Rights Act of 1990, 17 U.S.C. § 101 *et. seq.* and attorney's fees.

G. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes including, but not limited to, reproduction uses in advertising, brochures, media publicity, and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner. In all two-dimensional reproductions of the Work made by the City the City will credit the Artist for the Work.

H. The Artist shall give credit to the City reading substantially, "An original Work owned and commissioned by the City of Aurora, Colorado," in any public showing under the Artist's control of reproductions of the Work.

I. The City shall be responsible for the costs associated with creating a signage plaque identifying the Artist, the title of the Work, and the year of completion. The City shall install and reasonably maintain such signage in good repair against the ravages of time, vandalism, and the elements.

J. The City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The City shall reasonably assure that the Work is properly maintained and protected, taking into account the instructions of the Artist, provided in accordance with **Attachment 2, Section 1.10,**

Maintenance Instructions, and shall reasonably protect and maintain the Work against the ravages of time, vandalism, and the elements.

K. The City shall have the right to determine, after consultation with the Artist, if reasonably practicable, during the Artist's lifetime or a professional conservator, when and if repairs and restorations to the Work will be made. In the sole discretion of the City, the Artist, if reasonably practicable, may be given the opportunity to make or personally supervise significant repairs and restorations, and shall be paid a reasonable fee for such services provided that the City and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services.

L. All repairs and restorations, whether made by the City or the Artist, shall be made in accordance with recognized principles of conservation.

M. The City agrees that it will not intentionally damage, alter, modify, or change the Work without prior written approval of the Artist.

N. The City shall maintain, on permanent file, a record of this Agreement and of the location and disposition of the Work.

O. The Artist shall notify the City of any changes in its address. Artist shall update their address with the U.S. Copyright Office. The failure to do so shall be deemed a waiver by the Artist of the rights to enforce the provision in this Section that require the express approval of the Artist. Before mailing a notice to Artist the City shall consult the U.S. Copyright's Office to verify the City has a valid address for the Artist. A mailed of notice by the City by certified mail or registered mail, return receipt requested, postage prepaid, addressed to the last known address of the Artist or the Artist's Representative shall be deemed to be adequate notification effort by the City for purposes of this Section.

P. The covenants and obligations set forth in this Section, except paragraphs K and N of this Section, shall be binding upon the Parties, the heirs, legatees, executors, administrators, assigns, transferees, and all their successors in interest. The City's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of the Artist.

Q. Nothing in this section shall be construed as a limitation on such other rights and remedies available to the Artist under the law with may now or in the future be applicable.

Section 10 – Warranties

A. The Artist represents and warrants that:

1. The Work is solely the result of the artistic and creative effort of the Artist.

2. Except as otherwise disclosed in writing to the City, the Work is unique and original, and does not infringe upon any copyright.

3. That neither the Work delivered, nor a duplication thereof, has not been accepted for sale elsewhere.

4. The Work is free and clear of any liens from any source whatsoever. Artist shall supply an affidavit when the Work is completed and installed that all persons and entities who supplied materials or services to the Artist in the completion of this Agreement have been paid in full and there are no liens against the Artist or the Work in connection with the completion of this Agreement.

5. The Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work. "Inherent vice" refers to any quality within the material or materials which comprise Work which, whether alone or in combination, results in the tendency of Work to destroy itself.

6. During the warranty period, if Artist knows of the damage to the Work Artist shall immediately notify the City. If the City discovers the damage during the warrant period the City will notify Artist immediately. Repair shall be accomplished under City direction and to City specifications, so property is in as good or better condition than before damage.

7. Artist should choose appropriate materials for the Work based on the expected life of the Work. Careful consideration should be taken when integrating components into the Work that are not warranted for the minimum warranty period required by this Agreement. Attention should be paid to integrated components that may void the underlying warranties. For integrated components Artist shall pass along warranties provided by the manufacturer.

8. Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City hereunder;

B. Warranty Period. The warranties described above shall survive for a period of two (2) years after the final acceptance of the Work ("Warranty Period"). The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards, including cure by means of repair or re-fabrication of the Work. Should the Artist fail to proceed promptly in accordance with this guarantee, the City may have such work performed at the expense of the Artist.

Except as otherwise specifically provided, no other warranty or representation, either express or implied, is included or intended in the Artist's proposals, reports, deliverables, and/or communications. The warranties in this Section are conditional and shall be voided by the failure of the City to maintain the Work in accordance with the Artist's specifications, including the Maintenance Instructions, and the applicable conservation standards. If the City fails to maintain the Work in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Work as the Artist's creation and request that all credits

Section 11 – Termination or Suspension of Agreement

A. Event of Artist's Default or Incapacity.

1. In the event of a breach or default by the Artist, all finished and unfinished drawings, sketches, photographs, models and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall, at the City's sole option, become property of the City, including the right to fabricate or execute the Work. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach or default of this Agreement by the Artist. The City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined, or exercise all of its other rights hereunder.

2. An incapacity or death of the Artist will not be deemed a breach of this Agreement or a default on the part of the Artist. Artist has the right to appoint a successor artist to complete the Work in the event of incapacity or death of the Artist. The successor artist is subject to approval of the City at the time of the signing of the contract and the successor artist shall be bound to complete the Work under the same terms, including the budget, of this Agreement. The successor artist shall be automatically given an extension of sixty (60) days added to the timeline of this Agreement. Artist shall be paid only for that portion of work or services satisfactorily completed at the time of Artist's incapacity or death with the remaining payments to be made to the successor artist. The Work shall pass to the City and all copyrights described in this Agreement shall remain with the original Artist. Artist shall provide a copy of this Agreement to the successor artist and the successor artist shall provide a written acknowledgement to the City of the successor artist's agreement to abide by the terms of this Agreement.

3. In the event of incapacity or death of the Artist where no successor artist has been appointed by the Artist or where an appointed successor artist is not approved by the City or where the appointed artist does not complete the Work, all finished and unfinished drawings, sketches, photographs, models and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall, at the City's sole discretion, become property of the City. If the Work was at mid-point of fabrication or beyond mid-point at the time of death or incapacity and no successor is appointed by the Artist the City retains the rights to select a successor artist to finish the Work at the City's expense. If the artwork was not at mid-point of fabrication or beyond mid-point at the time of death or incapacity and no successor is appointed the City retains possessory rights to the Work as it then exists and to exhibit the Work with the designation that it is "unfinished." Artist shall be paid only for that portion of work or services satisfactorily completed at the time of incapacity or death. In the event of incapacity or death, where no successor artist has been appointed, all copyrights described under this Agreement shall remain with the original Artist.

B. Termination for Cause

1. If either Party shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have ten (10) days after the date of the written notice to cure the default. If the default is not cured by that time, the non-defaulting Party may, upon written notice to the defaulting Party, immediately terminate this Agreement with cause, ("Termination for Cause"). In the event of a material breach by the Artist of this Agreement and termination of this Agreement for Cause the Artist agrees to waive all rights under the Visual Artist's Rights Act of 1990, 17 U.S.C. § 101 *et. seq.*

2. Excluding payment obligations hereunder, either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; pandemic, national, state, or local quarantine or stay at home order, war or warlike operation; superior governmental regulation or control; public emergence; or strike or other labor disturbances. Notice of termination of this Agreement will be given to the non-terminating Party. The date of the Notice of Termination shall be the effective date of termination.

C. Termination for Convenience

1. The City may terminate this Agreement without cause, at any time, upon providing Artist at least thirty (30) days written notice specifying the date of the termination of the Agreement. The City shall pay the Artist for all services performed and commitments made prior to the date of the termination, consistent with this Agreement. The Artist shall have the right to an equitable adjustment in the fee for

services performed and expenses incurred beyond those for which the Artist has been compensated to date under the Project Schedule.

2. The City's total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amounts of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

D. Effect of Termination

1. Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Artist shall incur no further costs other than reasonable termination costs associated with current activities.

2. Ownership of Work Product Prior to Completion of the Work. Upon a termination of this Agreement prior to completion of the Work and final acceptance, the following terms and conditions will apply:

(a) Upon a termination for cause by the City, the Artist grants to the City a limited, irrevocable, royalty-free license, for the sole and exclusive non-commercial purpose of completing the Work as described and intended in the Proposal and/or Final Design, to all finished and unfinished drawings, sketches, photographs, and other work products or deliverables prepared and submitted by the Artist to the City prior to the date of termination, including, without limitation, the Proposal, Final Design, or other designs, drawings, sketches, photographs, renderings, or other materials or work product related to the Work.

(b) Upon a termination for cause by the Artist, or termination for convenience, the Parties agree and acknowledge that all finished and unfinished drawings, sketches, photographs, and other work products or deliverables prepared prior to the date of termination, including, without limitation, the Proposal, Final Design, or other designs, drawings, sketches, photographs, renderings, or other materials or work product related to the Work shall remain the sole and exclusive property of the Artist.

3. City's Right to Set-Off and other Remedies. Termination shall not relieve Artist from liability to the City for damages sustained as the result of Artist's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement is terminated for cause the City in its sole discretion may attempt to display the Work or the parts of the Work that are completed and Artist waives all rights under the Visual Artist's Right Act of 1990, 17 U.S.C. § 101 *et. seq.*

5. If this Agreement is terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 12 - Miscellaneous Provisions

A. The Parties shall, at all times, agree to observe all applicable Federal and State of Colorado laws, Ordinances and Charter Provisions of the City, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Artist shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the State of Colorado's safety regulations. Failure to comply with any applicable federal, state, or local law, rule, or regulation shall give the City the right to terminate this Agreement.

C. Artist shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. Artist:

1. Shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefore; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship;

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the state, setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Artist, shall state that Artist is an equal opportunity employer;

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Artist, so that such provisions are binding upon each sub-Artist;

4. Shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the City, or their respective agencies may require; and,

D. Artist agrees that it shall not hire or make an offer of employment to a Key City employee as an independent contractor or employee during the term of this agreement. "Key" City employees include those City employees who are in management or other senior positions who have responsibility for reviewing, awarding or making recommendations on contract proposals, and making recommendations to change an existing contract. This prohibition concerning Key City employees shall continue for the first 6 months following a Key City employee's termination of employment with the City. The terms specified in this section shall apply to all sub-Artists hired by Artist for the performance of this Agreement.

E. By executing this agreement, Artist acknowledges an understanding of and expressly agrees that all work performed under this Agreement is that of an independent contractor. An independent contractor is not a City employee and as such is not entitled to Worker's Compensation benefits. Artist is obligated to pay Federal and state taxes on any monies earned pursuant to the contractual relationship. It is expressly understood between the City and Artist that Artist, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Artist or some entity other than the City of Aurora, Colorado.

F. Notices. All notices, demands, orders, documents, instruments and other communications required or permitted to be served upon either Party to this Agreement shall be deemed duly served when delivered in person, to an officer or partner of the Party, mailed via First-Class mail of the U.S. Postal Service, postage prepaid, or when sent via e-mail to the Party at the address shown below. The Artist has a duty to inform the City of their current mailing and e-mail address and has an ongoing duty to notify the City of any change in their mailing or e-mail address within one day of any change. The City shall maintain a record of the Artist's e-mail address and shall store a copy of all e-mail communications with the Artist for a period of approximately two years. This e-mail storage record creates a presumption, and

is prima facie proof, that any notice, demand, order, document, instrument or other communications was sent by the City and received by the Artist.

City: Roberta Bloom, Art in Public Places Coordinator
Library and Cultural Services
14949 East Alameda Parkway
Aurora, Colorado 80012
Telephone: 303-739-6747
E-mail: rbloom@auroragov.org

Artist or
Artist Representative: Carol May
26 N. Franklin St.
Athens, NY 12015
347-843-3451
carol@maywatkinsdesign.com

G. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Artist. The City and Artist each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other Party, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other Party in respect to all provisions of this Agreement.

H. The provisions entitled "Representations and Warranties," "Warranties" "Mutual Obligations" "Limitation of Liability," "Indemnification," and "Attorney's Fees" will survive the termination of this Agreement in accordance with their terms.

Section 13 - Examination of Records (This section applies if this Agreement exceeds $10,000.00.)

A. The Internal Auditor of the City, or a duly authorized representative from the City shall, for a period up to three (3) years after final payment under this Agreement, have access to and the right to examine any of the Artist's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.

B. Artist agrees to include in any subcontract for work under this Agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City shall, for a period up to three (3) years after final payment under the subcontract, have access to and the right to examine any of the Artist's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding $10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the City, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section 14 - Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

Section 15 - Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the City and the Artist.

Section 16 - Governing Law This Agreement shall be governed by the laws of the State of Colorado. Each Party submits to the exclusive jurisdiction of the courts of the State of Colorado. Any suit between the Parties arising under this Agreement shall be brought only in a court of competent jurisdiction.

Section 17 – Undocumented or Insufficiently Documented Workers

A. Unlawful Employees, Artists and Subcontractors: Artist shall not knowingly employ or contract with undocumented or insufficiently documented workers (illegal aliens) to perform work under this Agreement. Artist shall not knowingly contract with a sub-contractor that (1) knowingly employs or contracts with an undocumented or insufficiently documented workers to perform work under this Agreement and (2) fails to certify to the Artist that the sub-contractor will not knowingly employ or contract with an undocumented or insufficiently documented workers to perform work under this Agreement.

B. Verification Regarding Illegal Aliens: By executing this Agreement, Artist confirms the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

C. Limitations: Artist shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Program procedures to undertake pre-employment screening of job applicants.

D. Duties of Artist: If Artist obtains actual knowledge that a sub-contractor performing work under this Agreement knowingly employs or contracts with an undocumented or insufficiently documented worker, the Artist shall be required to:

1. Notify the sub-contractor and the City within three days that the Artist has actual knowledge that the sub-contractor is employing or contracting with an undocumented or insufficiently documented worker; and

2. Terminate the subcontract with the sub-contractor if, within three days of receiving notice the sub-contractor does not stop employing or contracting with the undocumented or insufficiently documented worker; except that the Artist shall not terminate the contract with the sub-contractor if the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an undocumented or insufficiently documented worker.

E. Duty to Comply with State Investigation: Artist shall comply with any request of the Colorado Department of Labor or the City in the course of an investigation that the Department of Labor or the City is undertaking.

F. Damage: Notwithstanding any other provision within this agreement, if the Artist violates any of the above provisions regarding illegal aliens the City may terminate this contract for cause and the Artist may be liable for consequential damages.

Section 18 - Indemnification

A. Artist shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. Artist and Artist's agents, principals, officers, partners, employees, and subcontractors ("Indemnitors") shall and do agree to indemnify, defend, protect, and hold harmless the City, its officers, employees, and agents ("Indemnitees") from and against all claims, damages, losses, liens, liabilities, causes of actions, suits, judgments, and court awards, including expenses and reasonable attorneys' fees, of any nature, kind, or description ("Liabilities") by any third party arising out of, caused by, or resulting from any Services under this Agreement if such Liabilities are: (1) attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury or destruction of any tangible property (including resulting loss of use or consequential damages) and (2) caused, in whole or in part, by any error, omission or negligent act of the Artist, its officers, agents, employees, anyone directly or indirectly employed by it, or anyone for whose acts Artist may be liable.

B. If more than one Indemnitor is liable for any error, omission or negligent act covered by this Agreement, each such Indemnitor shall be jointly and severally liable to the Indemnitees for indemnification and the Indemnitors may settle ultimate responsibility among themselves for the loss and expense of any such indemnification by separate proceedings and without jeopardy to any Indemnitee. This Agreement shall not eliminate or reduce any other right to indemnification or other remedy the City, or any of the Indemnitees may have by law.

C. As part of this indemnity obligation for any type of cause of action resulting for any act or omission of the Artist the Artist shall compensate the City for any time the City Attorney's Office and other counsel to the City reasonably spend on such claims or actions at the rates generally prevailing among private practitioners in the City for similar services. This obligation to indemnify the City shall survive the termination or expiration of this Agreement.

D. Both Parties shall provide the Party with prompt notice of any claim for which Artist may be liable. Likewise, the City agrees to provide Artist with prompt notice of any claim for which indemnification may be sought hereunder and, further, to cooperate with Artist in the resolution of such claim. Nothing herein is intended to be or shall be construed to be a waiver of the City's governmental immunity under C.R.S. Section 24-10-101, *et seq*, as amended.

Section 19 – Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By: _____

Title: _____

ATTEST:

_____
Susan Barkman, Interim City Clerk

RISK MANAGEMENT: **_____**

Renee Pettinato Mosley, Risk Manager

APPROVED AS TO FORM: _____
Tim Joyce, Assistant City Attorney

ARTIST

By: _____
(Signature)

Name: _____
(Type or Print)

DRAFT

Attachment 1

Public Art Proposal

See Attached

DRAFT

Attachment 2

Scope of Work

1.1 General

a. The Artist will design, execute, fabricate, install and document the following Work:

Artwork
Title: "Listen to the Whispering Winds"

Dimensions: 24'H x 19'L x 13.5'W

Medium: Materials include Steel and aluminum plate, stainless steel pipe, perforated stainless steel mesh, (all powdercoated), cast glass, crushed stone

b. The Artist shall perform all services and furnish all supplies, materials, and equipment as necessary for the design, execution, fabrication, transportation and installation of the Work and a signage plaque at the Site.

c. The Artist shall determine the artistic expression, scope, design, color, size, material, texture of the Work subject to review and acceptance by the City as set forth in this Agreement.

d. The Artist shall keep Art in Public Places informed of all correspondence with the City departments, divisions, and City contractors.

e. The Artist shall furnish to the City, a time schedule, **Attachment 3**, for completion of fabrication and installation of the Work, including a schedule for the submission of progress reports.

1.2 Final Proposal and Review/Detail Design Approval

a. The City may arrange for the Artist to meet with representatives of the community for the Artist to learn of the community concerns.

b. Within thirty (30) days, after the City approves the Agreement, the Artist shall prepare and submit to the City detailed working drawings of the Work and the Site, together with such other graphic material as may reasonably be requested by the City in order to permit the City to certify the compliance of the Work with applicable statutes, codes and ordinances. The written plan shall include, but not be limited to, the following information: specifications for installation, site preparation, structural engineering, and any physical alteration to Site as proposed by Artist. The Artist shall hire a Colorado licensed engineer to design all engineering requirements. Upon request by the Artist, the City shall promptly furnish all information, materials, and assistance required by the Artist in connection with said submission.

c. The City may require the Artist to make such revisions to the Proposal as are necessary for the Work to comply with applicable statutes, ordinances, or regulations of any governmental regulatory agency having jurisdiction over the Project.

d. The City may also request revisions for other practical (non-aesthetic) reasons.

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e. The Artist's fees shall be equitably adjusted for any increase or decrease in the Artist' cost of, or time required for performance of any services under this Agreement as a result of revisions made under this **Section 1.2**. Any claim of the Artist for adjustment under this paragraph must be asserted in writing and previously approved by the City within thirty (30) days after the date of revision by this Artist.

f. Within thirty (30) days after its receipt of the Artist's submission, pursuant to this **Section 1.2,** the City shall notify the Artist of its approval (of disapproval) of such submission and of all revisions made in the Proposal as a result thereof. Revisions made pursuant to this **Section 1.2** shall become part of the Proposal.

1.3 Execution of the Work

a. The Artist shall complete the fabrication and installation of the Work in substantial conformity with the design as recommended by the art selection panel and approved by the Art in Public Places Commission, **Attachment 1.**

b. After written approval of the Proposal by the City, the Artist shall fabricate, transport, and install the Work in accordance with such schedule in **Attachment 3**. Such schedule may be amended by written agreement between the City and the Artist.

c. The City shall have the right to review the Work at reasonable times during fabrication thereof. The Artist shall submit to the City progress reports including photographs of the progress in accordance with the schedule provided for in **Attachment 3**.

d. The Artist shall present to the City, in writing, for further review and approval, any significant changes in the scope, design, color, size, material or texture of the Work not permitted by or not in substantial conformity with the Proposal. A significant change is any change in the scope, design, color, size, material, texture, or location on the Site of the Work that affects installation, scheduling, Site preparation for the Work or the concept of the Work as represented in the Proposal. A significant change in the scope, design, color, size, material, or texture of the Work will require an approved Change Order from the Project Manager.

e. It is a condition of this Agreement it and shall be made a condition of each subcontract entered into pursuant to this Agreement that the Artist and any sub-contractor shall not require any laborer, mechanic, or other person employed in performance of this contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety. The Artist shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA), the Industrial Commission of the State of Colorado or the City, whichever is more restrictive.

f. The Artist shall at all times, whether or not so specifically directed by the Project Manager, take necessary precautions to ensure the protection of the public. The Contractor shall furnish, erect, and maintain at his own expense all necessary precautions for the protection of the work and safety of the public through and around his or her fabrication operations.

1.4 Delivery and Installation

a. The Artist shall notify the City in writing, when fabrication of the Work is completed and is ready for its delivery and installation at the Site.

b. The Artist shall be responsible for applying and paying the fees for a Building Permit to construct a sculpture foundation. Only general contractors licensed in the City of Aurora with a minimum of a Class D Concrete license are able to apply for building permits. If the Artist is not a licensed general contractor, the Artist shall hire one for the project. See **Section 1.2(b)** for submission materials.

c. Existing power lines, telephone lines, water mains, water wells, gas mains, sewers, septic systems, cables, conduits, services to individual residences and places of business, ditches, curb, walk, pavements, driveways and other structures in the vicinity of the installation site for the Work and not authorized to be removed, shall be supported and protected from injury by the Artist until completion of the installation.

d. The Artist shall at all times coordinate his or her installation work with the City of Aurora Utilities Department. In the event it becomes necessary to close existing portions of any water or sewer system, due to construction operations, at least 24 hours prior notification must be given the Utilities Department. It shall be the responsibility of the Artist to ensure continuity of said utilities. All electrical power and water required during construction shall be provided by and at the expense of the Contractor.

e. The Artist shall provide a traffic plan for the installation of the Work on Site. This written plan shall be provided within thirty (30) days prior to the date of installation.

f. Within thirty (30) days after its receipt of the Artist's submission, pursuant to this **Section 1.4**, the City shall notify the Artist of its approval, or disapproval, of such submission and of all revisions made in the traffic plan as a result thereof. Revisions made pursuant to this **Sections 1.4** become part of the Proposal.

g. The Artist shall deliver and install the completed Work at the Site in compliance with the schedule approved pursuant to **Attachment 4**.

h. The Artist shall be responsible for expenses, labor, and equipment to prepare the Site for the installation of the Work, including public access and public security of the Work, unless, through prior arrangement the City agrees to assume responsibility for one or more of the costs required for site preparation. The City shall be responsible for the costs associated with creating a signage plaque identifying the Artist, the title of the Work, and the year of completion.

i. The Artist shall continuously and adequately protect the Work from damage, injury or loss arising in connection with this Agreement. He or she shall provide and maintain at his or her expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.

j. The Artist shall be responsible for protection of all public and private property on and adjacent to the Site. He or she shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences and other private and public improvements. He or she shall protect carefully from disturbance or damage all land monuments and property marks until an authorized Surveyor has witnessed or otherwise referenced their locations and shall not remove them until directed.

k. The Artist shall be responsible for any and all damage to the Site the occurred during the installation of the work.

1.5 Post Installation

a. Within thirty (30) days after the installation of the Work, the Artist shall furnish the City with the following photographs of the Work as installed:

(i) High-resolution (300 dpi) digital images from three different viewpoints; and
(ii) The above photographs and digital images should be of professional quality as they will be used for documentation and publicity of the artwork; and
(iii) A recent resume and Artist Statement specifically pertaining to the Work; and
(iv) A conservation and maintenance report containing reasonable and appropriate written instructions for maintenance and preservation of Work. The City will provide a form for the report.

b. The Artist shall be available at such time or times as may be agreed between the City and the Artist to give a public presentation/lecture at the unveiling reception relating to the transfer of the Work to the City.

c. The City shall use its best efforts to arrange for publicity for the completed Work in such art publications and otherwise as may be determined between the City and the Artist as soon as practicable following installation.

d. Within thirty (30) days after the installation of the Work the Artist shall supply a signed affidavit stating that all persons and entities who supplied materials or services to the Artist in the completion of this Agreement have been paid in full and there are no liens against the Artist or the Work in connection with this Agreement.

e. The Artist agrees to indemnify, hold harmless, and defend the City for any and all injuries or damage to persons or property occurring after installation (post-installation) for negligence in the construction or fabrication of the Work, preparation of the Site for installation, and installation of the Work at the Site.

1.6 Final Acceptance

a. The Artist shall advise the City, in writing, when all services required have been completed in substantial conformity with the Final Proposal and Installation Plan.

b. The City shall notify the Artist of its final acceptance of the Work.

c. Final acceptance shall be effective as of the earliest to occur of (1) the date of the City's notification of final acceptance or (2) the thirtieth (30^{th}) day after the Artist has sent the written notice to the City required under Section 1.4 unless the City, upon receipt of such notice and prior to the expiration of the thirty (30) day period, gives the Artist written notice specifying and describing the services which have not been completed.

1.7 Risk of Loss

The risk of loss or damage to the Work shall be borne by the Artist until final acceptance, and the Artist shall take measures as are necessary to protect the Work from loss or damage until final acceptance except that the risk of loss or damage may be borne by the City prior to final acceptance only during such

periods of time as the partially or wholly completed Work is in the custody, control, or supervision of the City or its agents.

1.8 Title

Title to the Work shall pass to the City upon final acceptance.

1.9 Ownership of Documents, Models

Upon final acceptance, all studies, drawings, designs, maquettes, and models prepared and submitted under this Agreement, shall be returned to the Artist and shall belong to the Artist. The City may select, and the Artist shall convey to the City, one (1) of the original drawings submitted as part of the Proposal, the City representing that such drawing will be used for exhibition and held by it in permanent safekeeping. Artist shall not make any additional exact duplicate, two or three-dimensional reproductions of the final Work, nor shall Artist grant permission to others to do so except with the written permission of the City. This restriction shall not apply to the Artist's use of photographic reproductions or three-dimensional Marquette of the Work in portfolios or in critical and scholarly writing, or other commercial digital or printed purposes. The Artist may have un-restricted digital use rights for the Work for personal or promotional purposes

1.10 Maintenance Instructions

The City must approve the Artist's instructions on how and when the City will perform regular maintenance to maintain the integrity of the Work once the Work has been installed. Upon the City's approval of the Artist's maintenance instructions the Artist's maintenance instructions become a covenant and obligation for the City under this agreement.

Artist, provides the following information on routine maintenance and instruction:

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Attachment 3

ARTIST'S TIME SCHEDULE

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Attachment 4
INSURANCE REQUIREMENTS

The Artist providing services under this Agreement shall procure and maintain, at its expense until final acceptance by the City of Aurora, Colorado ("City") of all work covered by the Purchase Order or contract the following types of insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance. The Artist shall maintain commercial general liability insurance covering all operations by or on behalf of the Artist on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations

Workers' Compensation and Employers Liability Insurance. The Artist shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Artist shall maintain Employers Liability Insurance with minimum limits of: $100,000 bodily injury for each accident, $100,000 each disease for each employee and $100,000 bodily injury and disease aggregate.

If the Artist has no employees, then the Artist will submit a statement indicating that he/she has no employees and is not required to purchase workers' compensation under Colorado law.

Limits of Insurance. The total limits of insurance set forth herein may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured and Waiver of Subrogation. The Artist shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability insurance policy. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

Certificates of Insurance. Upon the execution of this Agreement, the Artist shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Artist agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Artist's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Artist shall be responsible for obtaining updated insurance certificates for itself and such subcontractor from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Artist shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract. **The Artist's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

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Attachment 5

Change Order Policy

Change orders ("Change Orders") are changes in the scope of services as described in the Agreement between the Artist and the City that may result in a change in the compensation to the Artist or change the Project Schedule. All such Change Orders must comply with this policy.

All Change Orders must be reasonable. Change Orders shall be reviewed and approved in writing by the Artist and the City acting through the Art in Public Places Division or the Project Manager before the change will be implemented.

1. "Changes by the City." The City may, from time to time and in its sole discretion, require changes in the scope of the services of the Artist to be performed herein. Changes made by the City may include, but not be limited to, the type and scope of services provided by Artist and the quantity or quality of Artist's staffing for required services. Such changes, including any increase or decrease in the amount of the Artist's compensation, must be mutually agreed upon between the City and Artist and shall be incorporated in written Change Orders, amendments or extensions to this Agreement.

2. "Changes by the Artist." If at any time during the progress of the Work on the Project the Artist believes that he or she has been given a written request for a change ("Order") which may warrant a time extension or an increase or decrease in costs, the Artist shall notify the Project Manager or his or her designee within five (5) calendar days of receipt of the Order. The Artist's notice shall be on a "Notice of Claim" form supplied by the City. The Artist must supply the City with documentation supporting the basis for the change in the compensation amount or time schedule within twenty-one (21) calendar days of the Order. Claims not presented to the Project Manager within five (5) calendar days by a Notice of Claim with supporting documentation within twenty-one (21) days shall be waived. Orders must be mutually agreed upon between the City and Artist and shall be incorporated in written Change Orders, amendments or extensions to this Agreement.

3. "Significant Changes." A significant change is a change in the scope, design, color, size, material, or texture of the Work not contemplated by or not in substantial conformity with the Proposal. A significant change also includes any change in the scope, design, color, size, material, texture, or location on the Site of the Work that affects installation, scheduling, Site preparation for the Work or the concept of the Work as represented in the Proposal. Significant changes must be mutually agreed upon between the City and Artist and shall be incorporated in written Change Orders, amendments or extensions to this Agreement.

4. "Notice of Claim." When Artist receives an Order, demand, request or a Change Order that changes the scope of services and will result in an increase or decrease in costs or a change in the Project Schedule or both, the Artist shall fill out a "Notice of Claim" form describing the change in compensation or Project Schedule and an explanation why an increase or decrease in compensation or a change in the Project Schedule is necessary.

5. "Project Manager's Decision." After review of the Notice of Claim and the supporting documentation, the Project Manager shall make a decision whether the Artist is entitled to a Change Order. If in the reasonable opinion of the Project Manager, the Artist is entitled to a Change Order, the Project Manager shall initiate a written Change Order, which must be executed by a duly authorized representative of both Parties. If in the reasonable opinion of the Project Manager, the Artist is not entitled to a Change Order, he or she shall notify the Artist of the decision in writing.

6. "Change Orders."

   a. Changes in the compensation amount or time schedule will be authorized only by an approved Change Order or by other written authorization.

   b. Approved Change Orders requiring additional compensation may require the City to appropriate additional funds for the Project.

c. Failure of the City to appropriate additional monies shall not be a defense to a civil action for compensation if the Artist has complied with the Agreement and has submitted a sworn statement to the City concerning the claim.

d. Any difference in the compensation amount shall be added or deducted from the amount of compensation amount of this Agreement. The change in the amount of compensation must be agreed upon, in writing, by both Parties.

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CHANGE ORDER

Date: _____

Artist: _____

Project: _____

Reason for Change:

_____

_____

_____

_____

_____

CHANGE IN COMPENSTATION:

Original Compensation Amount: **$_____**

Compensation Amount due to prior Change Orders: **$_____**

Total Amount of this Change: **$_____**

New Total Compensation Amount to date
With Changes: **$_____**

CHANGE IN TIME SCHEDULE:

Original Time Schedule for Item: **Date: _____**

Amount of Time Schedule Change (Days, Months): **_____**

New Time Schedule for Item: **Date: _____**

New Deadline to Complete Entire Project: **Date: _____**

PROJECT MANAGER APPROVAL: **_____**
Signature Project Manager

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NOTICE OF CLAIM

Date of Notice of Claim (Must be within five (5) days of Order): _____, 20___

Artist: _____

Project: _____

Artist has been given a written order which the Artist believes will warrant a time extension in completing the Work/Project or will warrant an increase or decrease in costs. The order was given to the Artist by: _____ on the ____ day of _____, 20___. Artist believes this order will warrant:

A change in the compensation schedule to the Artist because: _____

_____

_____

_____

An extension of time in completing the Project because: _____

_____

_____

Documentation submitted to support this Notice of Claim: _____

_____

_____

Date Documents submitted (Must be within twenty-one days of Order): _____

PROJECT MANAGER:

APPROVAL of CHANGE REQUEST: _____
Signature Project Manager

DENIAL of CHANGE REQUEST AND REASON FOR DENIAL: _____

_____

Date of Project Manager's Decision: _____, 20____.

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LEGEND PA-14

1. FUTURE POTENTIAL PUBLIC ART LOCATION
2. PARK SIGN
3. 10’ WIDE CONCRETE MAINTENANCE ACCESS
4. FUTURE APS SCHOOL SITE, PRE-K TO 8TH GRADE
5. SINGLE STALL ACCESSIBLE PORT-O-LET
6. BASKETBALL COURT
7. BASKETBALL SEATING AREA, INCLUDES BENCHES, TRASH RECEPTACLES, AND SHADE STRUCTURES
8. CONCRETE WALKS, 8’ WIDE
9. MULTI-USE PLAY FIELD
10. GROUP PICNIC SHELTER INCLUDES: PICNIC TABLES, GRILLS, TRASH RECEPTACLES AND BIKE RACKS
11. TOT LOT (2-5 YRS). POURED IN PLACE RUBBER SURFACING, PLAY STRUCTURE, SWINGS, INCLUSIVE PLAY ELEMENTS, SEATING AREAS, ARTIFICIAL TURF ‘PLAY MOUND’.
12. TOT LOT (5-12 YRS). POURED IN PLACE RUBBER SURFACING, PLAY STRUCTURE, SWINGS, INCLUSIVE PLAY ELEMENTS
13. SEATING AREA - BENCHS AND TRASH RECEPTACLES
14. WATER CONSERVING LANDSCAPE AREAS
15. NATIVE GRASS (TEMPORARY IRRIGATION, Z-ZONE) WITH GROUPED TREES
16. ADJACENT OPENSPACE (NATIVE GRASS AND TREES)
17. PEDESTRIAN CROSSING
18. TIBET ROAD AT-GRADE TRAIL CROSSING CONNECTION
19. REGIONAL TRAIL
20. TRIBUTARY ‘T’
21. LANDSCAPE BUFFER WITH TRANSPARENT CONNECTIVITY TO THE SCHOOL PARCEL

PA-14 PARK BOUNDARY, 5.8 AC.



KEYMAP

GREEN VALLEY RANCH EAST
NEIGHBORHOOD PARK PA-14, MASTER PLAN

Scale: 1” = 40’

0 40 80 160

November 20, 2020

terracina design

ART IN PUBLIC PLACES COMMISSION

Minutes Draft Except: December 2, 2020

Video Conference Meeting

I. CALL TO ORDER

Attendance: Chair Rick Forsman, Vice-Chair Mary Mollicone, Commissioners: Amy Cheslin, Vanessa Frazier, Celina Kaur, Ana Valles, Jesse Jimenez

Staff: Roberta Bloom, Tony Nguyen

Guests: Margaret Norwood

V. ACTION ITEMS

a. Consideration of Green Valley Ranch East Art Selection Panel Recommendation

Roberta Bloom presented the history of the art selection process including make-up of the art selection panel, development of the Request for Qualifications, sequence of meetings, finalists, and proposal from the recommended team of May + Watkins Design. A question was raised regarding safety to which another commissioner responded that the artists had addressed this within their design process described in the proposal. Another question was raised regarding incorporating more color, as this team has a history of works using strong colors and have chosen a more subdued palette for this project. Roberta responded that the palette and imagery were intended to be responsive to the environment, and that the art selection panel had offered the artists the opportunity to consider including more color through the addition of more colored glass disks, without making it a requirement for the artists to make that change. Commissioner Vanessa Frazier, who represented the AIPPC on the Art Selection Panel, moved to affirm that the standard process was followed in the Green Valley Ranch East project and that the recommendation of the Art Selection Panel should be approved. The motion was seconded by Vice-Chair Mary Mollicone and was carried unanimously.

MINUTES

City of Aurora

CULTURAL AFFAIRS COMMISSION (CAC)

Wednesday, December 9, 2020, 6:30 p.m.
Virtual Meeting hosted through WebEx
Meeting Link:
https://auroragov.webex.com/auroragov/j.php?MTID=ma40dc1f51ff1bc258afb77ef7842e033
Meeting Number: 146 261 8424
Password: COA_CAC

Commissioners Present	Sethe Tucker, Mary Mollicone, Auset Maryam Ali, Tone Ellis de Jesus. donnie l. betts, Maureen Maycheco, Ree Varcoe
Commissioners Absent	Douglas Meares
Staff	Midori Clark, Alia Gonzales, Roberta Bloom

Call to Order
The meeting was called to order by the Chair at 6:33 p.m.

Action Item: Consideration of Agenda for December 9, 2020
A motion was made by Mary and seconded by donnie to approve the Agenda for December 9, 2020. The motion passed unanimously.

Action Item: Consideration of Minutes for November 4, 2020
A motion was made by Sethe and seconded by Tone to approve the minutes as submitted. The motion passed unanimously.

Action Item: Art in Public Places Green Valley Residential East Proposal
Roberta Bloom with Art in Public Places presented to the Cultural Affairs Commission regarding the Green Valley Neighborhood Park project currently in process. This proposal has come from May&Watkins Design. The structure will be approximately 24-feet high at the highest point, 19.5 feet long, and 13.5 feet wide. The structure will be designed in a way that no seating areas are hidden from view while also acting as a gathering place for large and small groups. The sculpture will be created using steel and aluminum plates, stainless steel pipes, and perforated stainless steel mesh. This will also include a cast glass disk that will catch the sun as it rises and sets.

The project is budgeted at a total of $138,400. The breakdown includes; a total design and fabrication cost of $24,760; total sculpture cost of $72,260; total installation cost of $26,130; total overhead, insurance, and management cost of $15,250. This funding will be provided through the Green Valley Residential East Metro District and will be placed within a park that is being turned back over to the City of Aurora.

This piece went through an Art Selection Panel which included Mayor Pro-tem Nicole Johnston, Art in Public Places Commissioners Laura Noe, Brittany Pirtle. Art in Public Places

Commissioner Vanessa Frazier also served as a back-up. Community members Blake Yarbrough and Arnaud Konan served on the panel with Chris Klein as a back-up. The artist representative for this piece is Reven Swanson. The landscape architects for this piece are Yvonne Lungren, Sarah Moll who are with Terracina Design. The project managers for COA were Doug Hintzman and Brent Delehoy representing the Parks, Recreation, and Open Space department. Jordyn Croom represented Oakwood Homes during the panel discussions. This panel met 3 times from July 2020 to November 2020. If approved as presented this project will be completed in late Summer 2021.

Sethe moved to approve the Green Valley Residential East art proposal as presented and recommend for the proposal to move forward to the Public Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizens Groups Policy Committee. Ree seconded this motion. The motion passed unanimously.

Discussion Item: Cultural Affairs Commission Internal Guiding Documents
Tone shared information regarding updates to the Cultural Affairs Commission Internal Guiding Documents. This document is used to help guide the commission and ensure the strategic plan of the commission is in alignment with the City of Aurora as a whole. This includes short and long term goals for the commission. The commission will continue to review this document to make adjustments over the coming months. Auset will work towards reviewing the document and recommend subcommittees at the January commission meeting.

Discussion Item: 2021 Northwest Aurora Arts Grant Update
Midori shared that Phil Nachbar will be joining the review panel with the goal of connecting with applicants and helping them understand all available resources the City of Aurora has to offer for small businesses and artists. As of December 9 no 2021 Northwest Aurora Arts Grants have been received. Staff will provide the Commission with a further update after the December 18th deadline.

A. Chair (Sethe Tucker) – None at this time.

B. Art in Public Places (Mary Mollicone) – None at this time.

C. Aurora Fox Arts Center (Douglas Meares) – Midori shared that due to current COVID-19 restrictions the Black Nativity show the Fox will be holding soon will be held virtually. The event will require a paid ticket. Information will be available online to purchase tickets.

D. Art and Business Connection – Tone attended a recent meeting which had a focus on health and wellness. He will continue to attend upcoming meetings.

E. Staff – Tishany Jenkins has resigned from the Cultural Affairs Commission effective as of December 9, 2020.

II. Comments from Commissioners – None at this time

III. Public Comment – None at this time.

IV. Adjourn – The meeting was adjourned by the Chair at 8:17 p.m.

Sethe Tucker, Chair

Midori Clark, Staff

The purpose of the Cultural Affairs Commission is to provide ongoing systematic planning for the development of Cultural Arts activities within the city of Aurora; to assist the many community cultural groups by providing needed overall resources; to stimulate community involvement; and to enhance current cultural activities.

RESOLUTION NO. R2020-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A CONTRACT WITH THE TEAM OF MAY + WATKINS DESIGN OF NEW YORK TO CREATE AND INSTALL PUBLIC ART AT THE GREEN VALLEY RANCH NEIGHBORHOOD PARK

WHEREAS, City Code section 146-2.4.6.K.requires each development in a metro district with a project valuation of $100,000 or more to provide public for the metro district and funds to acquire and maintain the public art in the metro district; and

WHEREAS, when the proposed site for the public art lies in property owned or manage by the City the City's Art in Public Places Program will collect the funds from the metro district and manages the art project; and

WHEREAS, representatives of the metro district developer desire the public art for the metro district to be placed in the Green Valley Ranch Neighborhood Park; and

WHEREAS, the budget for the Green Valley Ranch Neighborhood Park art project is $138,400.00; and

WHEREAS, the metro district builder selected members of the metro district to work with members of the City's Art in Public Places Commission to create an Art Selection Panel; and

WHEREAS, the Art Selection Panel met November 20, 2020 and selected the team of May + Watkins Design of New York and their artwork proposal; and

WHEREAS, the City's Art in Public Places Commission met on December 2, 2020 and approved the selection of the team of May + Watkins Design of New York and their artwork proposal; and

WHEREAS, the City's Cultural Affairs Commission met on December 9, 2020 and approved the selection of the team of May + Watkins Design of New York and their artwork proposal; and

WHEREAS, City Code § 34-131 requires public art projects costing $50,000 or more to be submitted individually through the Cultural Affairs Commission to City Council for approval before the work is commissioned; and

WHEREAS, City Council has considered the recommendations of the Art in Public Places Commission and the Cultural Affairs Commission and conducted a public hearing for the consideration and approval of the team of May + Watkins Design of New York and their artwork proposal to be installed at the Green Valley Ranch Neighborhood Park.

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

Section 1. City Council approves the contract for the artwork designed by the team of May + Watkins Design of New York to be installed in the Green Valley Ranch Neighborhood Park.

Section 2. All resolutions or parts of resolution of the City in conflict with the resolution are rescinded.

RESOLVED AND PASSED this _____ day of _____. 2020.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Tim Joyce RLA
_____
TIM JOYCE, Assistant City Attorney

DRAFT – Subject to Approval

PUBLIC RELATIONS, COMMUNICATIONS, TOURISM, LIBRARIES, BOARDS AND COMMISSIONS AND CITIZEN GROUPS POLICY COMMITTEE
December 16, 2020

Members Present:	Council Member Alison Coombs, Chair Council Member Juan Marcano
Member Absent:	Council Member Dave Gruber, Vice-Chair
Others Present:	Susan Barkman, Daniel Brotzman, Eric Fitzgerald, Helen Murray, Kadee Rodriguez, Kim Stuart, Midori Clark, Rachel Allen, Rick Forsman, Roberta Bloom, Nancy Freed, Stephanie Swan

WELCOME AND INTRODUCTIONS
Council Member (CM) Coombs welcomed everyone.

REVIEW/APPROVAL OF MINUTES
The minutes of the October 21, 2020 meeting were approved as written.

ANNOUNCEMENTS
None.

CONSENT ITEMS
None.

NEW ITEMS

Public Art at the Green Valley Ranch East Neighborhood Park
Roberta Bloom, Public Art Coordinator, was present to review the public art proposal for the Green Valley Ranch East Neighborhood Park. This is a metro district and technically this project falls under the art in private development ordinance for metro districts. The reason they are facilitating this on behalf of the metro district is because of the location they had chosen for the artwork, which is within what will become a neighborhood park. That neighborhood park, as part of an agreement with the city, will be turned back over to the city along with everything in it. They facilitated the process to ensure that the artwork selected will meet the standards of the city's program.

Ms. Bloom then proceeded to review the PowerPoint presentation, previously provided to the Committee. At the conclusion, Ms. Bloom asked if any of the Committee members had any questions related to the budget for this art piece. CM Coombs stated that she did not and asked CM Marcano if he had any questions related to the budget.

CM Marcano stated no; he saw what the total was, $138,000. It's what's required of them as a metro district, so he wouldn't have any questions.

CM Coombs thought that it looked fascinating and cool. It seems like a neat piece and, of course, when it comes to metro districts, we have to have them fulfilling their responsibilities.

CM Marcano agreed. He thinks the piece is going to really complement the area and the theme is spot on for where its going to be located. He did have a question; they already took high wind loads into consideration as he sees the piece is fairly tall? Ms. Bloom stated yes, they have taken high wind loads into consideration, but it will be reviewed by a structural engineer and they will ensure that it is compliant with our standards. The artists are working with the same structural engineer that we work with who is very familiar with the situation we just faced with "On the Move 1." He's the one who wrote the report, so she has great confidence that we will be well covered in that regard. CM Marcano said wonderful. He's happy to hear that.

CM Coombs asked if there were any further questions. Seeing none, she asked if they approve moving this item forward to our next study session. CM Marcano stated yes. CM Coombs stated she did too.

Outcome
The Committee unanimously agreed to forward this item to the next study session.

Follow-up
Staff to place this item on a future study session.

MISCELLANEOUS MATTERS FOR CONSIDERATION
None.

The next meeting is to be determined.

The meeting adjourned at 4:19 p.m.

APPROVED: _____
CM Alison Coombs, Chair

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado for the Second Amendment to the Surface Use Agreement and three related easements.
Item Initiator: Lyle Whitney, Senior Project Manager, Aurora Water
Staff Source/Legal Source: Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Michelle Gardner
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/11/2021

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

The original Surface Use Agreement between L.G. Everist and the City of Aurora was executed on July 19, 2011.

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

Aurora Water (Aurora), along with Austin Hamre, attorney with Hamre, Rodriguez, Ostrander, & Dingess, P.C., has negotiated with Petro Operating Company, LLC, TOP Operating Co. (TOP), and L.G. Everist Incorporated (LGE) to complete a second amendment to the original Surface Use Agreement (SUA) that encumbered the land when the City of Aurora originally purchased the Everist Reservoir Complex. This second amendment would change a few things from the original SUA as outlined below.

1. This amendment adds Petro as a party to the SUA. Petro has already taken assignment of the SUA from TOP, as recorded on November 6, 2019 at reception No. 4539164. Petro assumes no rights and obligations formerly held by TOP.

2. Petro agrees to plug and abandon four (4) wells located on the Everist Complex, three (3) of which are located within the Ft. Lupton West storage pit. These wells are: Di-TA #1, (J. Ditirro #1), API No. 05-123-08487, that well is known as Di-TA #1-A, API No. 05-123-24023, that well is known as Counter #1-AD, API No. 05-123-10282, Thank well is known as Di-TA (J. Ditirro #2), API No. 05-123-09092. All these wells are shown on the attached map.

3. Petro agrees to flush and remove all pipelines associated with these four (4) wells as well as any other associated infrastructure such as tanks, separators, and additional ancillary equipment.

4. Petro agrees to cause United Power to disconnect and remove all powerlines associated these four (4) wells.

5. Petro will be installing up to twelve (12) twinned wells within the assigned Oil and Gas Operating Area (OGOA), also shown on the attached map. The proposed amendment does not permanently change or modify the area of the OGOA.

6. Aurora will grant a Right-of-Way easement and a Pipeline Easement to define where Petro and Kerr-McGee can access the OGOA and where the flow lines will come from the OGOA to off-site within the property boundaries. Aurora will also grant a Temporary Construction Easement (TCE) for the construction of the road and pipelines as well as the well pads within the OGOA.

This amendment benefits Aurora in several ways, as outlined below.

1. Petro, by plugging and abandoning the three (3) wells located within the Ft. Lupton West storage pit and flushing and removing the accompanying pipelines, is giving the City of Aurora an undetermined amount of additional storage space within the storage pit. Areas that previously couldn't be mined by LGE can now be mined allowing Aurora additional water storage.

2. Removing the accompanying pipelines, will strengthen the slurry walls around the Ft. Lupton West and Parker-Panowitz storage pits. Petro is agreeing to remove the pipelines that currently pierce the slurry walls and repair the wall to Aurora Water specifications. This will affect the walls in three (3) different locations.

3. Removing accompanying infrastructure and powerlines will also declutter the property and remove items that could potentially result in future maintenance or removal costs to Aurora.

4. Additionally, by agreeing to terms on the three (3) easements, Aurora is preventing the possibility of condemnation, which oil and gas companies have the right to in order to access and harvest their products. The easements allow Aurora to dictate the location of the pipelines and road, which all occur over existing pipelines being removed between the OGOA and County Road 18 (north boundary of the property).

QUESTIONS FOR COUNCIL

Does Council support and approve the Second Amendment to the Surface Use Agreement and the accompanying easements?

LEGAL COMMENTS

Pursuant to Colorado Revised Statute Section 31-15-101(d), the City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal. Pursuant to Aurora City Code Section 2-31, the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City. Council shall act only by ordinance, resolution or motion. (City Charter 5-1). (Gardner)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

RESOLUTION NO. R2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE SECOND AMENDMENT TO SURFACE USE AGREEMENT AND THREE RELATED EASEMENTS

WHEREAS, the City of Aurora, Colorado ("City"), acting by and through its Utility Enterprise, desires to enter into a Second Amendment to Surface Use Agreement (Second Amendment) between Petro Operating Company, LLC ("Petro"), TOP Operating Co. ("TOP"), and L.G. Everist Incorporated ("LGE"), collectively referred to herein as "the Parties"; and

WHEREAS, TOP, LGE and the City were parties to the Surface Use Agreement dated July 19, 2011 and recorded with the Clerk and Recorder for Weld County, Colorado on July 26, 2011 (the "Original SUA"), and the First Amendment to Surface Use Agreement executed July 17, 2015 and recorded with Clerk and Recorder for Weld County Colorado on July 30, 2015 (the "First Amendment"), and the Original SUA as amended by the First Amendment is referred to hereinafter as (the "SUA"); and

WHEREAS, ownership of portions of the "LGE Property" as defined in the SUA has now been conveyed to the City subject to LGE's continuing right to mine sand and gravel from some parcels; and

WHEREAS, by that "Assignment of Surface Use Agreement" between TOP and Petro recorded November 6, 2019 (2019 Assignment), TOP conditionally assigned to Petro that portion of its rights and obligations under the SUA pertaining to the future construction and operation of horizontal oil and gas wells, and Petro agreed to assume all obligations under the SUA related to such horizontal wells; and

WHEREAS, by the 2019 Assignment, TOP expressly reserved its rights and obligations as operator in connection with the existing wells, including its obligation to plug and abandon those wells; and

WHEREAS, the Parties desire to address the timing of Petro's plugging, capping and abandonment of four existing wells as identified in the Second Amendment; and

WHEREAS, the Parties desire to modify and amend the SUA in order to alter oil and gas pipeline alignments as illustrated in the Second Amendment; and

WHEREAS, the Parties contemplate temporarily increasing the size of the Oil & Gas Operations Area ("OGOA") around the north and west side of the existing OGOA as depicted in the Second Amendment; and

WHEREAS, the Parties have agreed upon a Temporary Construction Easement granted by the City to Petro in order to accomplish the rights and obligations of the Second Amendment; and

WHEREAS, a necessity of the Second Amendment to Surface Use Agreement includes the granting by the City to Petro of a non-exclusive thirty-foot wide road easement in order to construct, operate, and maintain a pervious driveway, and a pipeline easement to Kerr-McGee Gathering, LLC; and

WHEREAS, pursuant to Colorado Revised Statute Section 31-15-101(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, pursuant to Aurora City Code Section 2-31, the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and its citizens to authorize the Second Amendment to Surface Use Agreement and the related easements for the benefit of Aurora and its citizens.

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

Section 1. The Second Amendment to Surface Use Agreement and three easements are hereby approved.

Section 2. The Mayor, City Clerk, and City Manager are hereby authorized to execute and deliver any 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.

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

RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

CMcK
Michelle Gardner
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

SECOND AMENDMENT TO SURFACE USE AGREEMENT

THIS SECOND AMENDMENT to Surface Use Agreement ("Second Amendment") is dated and effective this ___ day of _____, 2020, between Petro Operating Company, LLC ("Petro") whose address is 9033 East Easter Place, Centennial, CO 80112-2105, TOP Operating Co. ("TOP") whose address is 3609 S. Wadsworth Blvd., Suite 340, Lakewood Colorado 80235), L.G. Everist Incorporated, an Iowa corporation ("LGE") whose address is 7321 E. 881 Avenue, Suite 200, Henderson, Colorado 80640, and the City of Aurora, Colorado, a municipal corporation of the Counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("Aurora") whose address is 15151 E. Alameda Parkway, Suite 3600, Aurora, Colorado 80012. Petro, TOP, LGE and Aurora are collectively referred to herein as "Parties."

RECITALS

WHEREAS, TOP, LGE and Aurora were parties to that certain Surface Use Agreement dated July 19, 2011 and recorded with the Clerk and Recorder for Weld County, Colorado on July 26, 2011 at Reception No. 3782269 (hereinafter, the "Original SUA") and that certain First Amendment to Surface Use Agreement executed July 17, 2015 and recorded with Clerk and Recorder for Weld County Colorado on July 30, 2015 at Reception No. 4129145 (hereinafter, the "First Amendment") (the Original SUA as amended by the First Amendment is referred to hereinafter as the "SUA"); and

WHEREAS, ownership of portions of the "LGE Property" as defined in the SUA has now been conveyed to Aurora, subject to LGE's continuing right to mine sand and gravel from some parcels; a revised version of Exhibit B to the First Amendment, designated Exhibit E,[1] being attached hereto and incorporated herein to reflect the LGE Property and the "Aurora Property" as they now stand; and

WHEREAS, by that "Assignment of Surface Use Agreement" between TOP and Petro recorded November 6, 2019 at Reception No. 4539164 (2019 Assignment), TOP, *inter alia*, conditionally assigned to Petro that portion of its rights and obligations under the SUA pertaining to the future construction and operation of horizontal oil and gas wells, and Petro agreed to assume all obligations under the SUA related to such horizontal wells; and

WHEREAS, by the 2019 Assignment, TOP expressly reserved its rights and obligations as Operator in connection with the Existing Wells, including its obligation to plug and abandon those wells; and

WHEREAS, the Parties desire to address the timing of Petro's plugging, capping and

[1] The Original SUA incorporated Exhibits A through D. The First Amendment also incorporated its own Exhibits A through D, some of which modified or replaced exhibits in the Original SUA and some of which were additions to the exhibits to the Original SUA. To avoid confusion with prior exhibits, the exhibits attached hereto begin with Exhibit E,

abandonment of four Existing Wells (identified below in Paragraph 2.a., and also depicted on Exhibit E hereto; and

WHEREAS, the Parties desire to modify and amend the SUA in order to alter oil and gas pipeline alignments as shown on Exhibit E; and

WHEREAS, the Parties contemplate temporarily increasing the size of the Oil & Gas Operations Area ("OGOA") around the north and west side of the existing OGOA as shown on Exhibit E, and agreed upon a Temporary Construction Easement ("TCE"), said TCE shall not be recorded.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Defined Terms:** Except as modified herein, all defined terms as set forth in the SUA shall have their same definition in this Second Amendment.

2. **Plugging and abandonment of certain wells:**

   a. To the extent it has not already done so, TOP hereby transfers and assigns to Petro the ownership of the following vertical oil and gas wells, and assigns and delegates to Petro TOP's rights and obligations pursuant to the SUA with respect to such wells, together with the ancillary facilities associated with each of the following wells (for purposes of this Second Amendment, "the Four Wells"): That well known as Di-TA #1, (J. Ditirro #1), API No. 05-123-08487, that well known as Di-TA #1-A, API No. 05-123-24023, that well known as Counter #1-AD, API No. 05-123-10282, and that well known as Di-TA (John Ditirro) #2, API No. 05-123-09092. Petro hereby accepts such transfer, assignment and delegation. LGE and Aurora consent to such transfer, assignment and delegation. As a result, to the extent references to "Operator" in the Original SUA pertain to the Four Wells and/or to any horizontal oil and gas wells, such references shall henceforth be construed to refer to Petro.

   b. Petro agrees to plug and abandon the Four Wells in accordance with the provisions of this Second Amendment. Petro and TOP are agreeing to the plugging, capping and abandonment of Di-TA #1 at this time notwithstanding the provision in the Original SUA which contemplated its use until April 30, 2025.

   c. Petro agrees to use its best efforts to initiate the process to plug, cap and abandon the Four Wells, but not more than Ninety (90) days prior to initiating drilling operations on any Future Wells constructed in the OGOA. Petro agrees to complete the initial plugging of the Four Wells within One Hundred Twenty (120) days after initiating plugging operations.

d. Contemporaneously with its plugging of the Four Wells, Petro agrees to cause United Power to disconnect all power lines to the Four Wells, and remove all power lines and electrical equipment on Aurora Property associated solely with the Four Wells.

e. Contemporaneously with its plugging of the Four Wells, Petro agrees to remove or flush and cap all flow, gathering, and/or other pipelines that were used to transport oil or gas from any of the Four Wells to the Production Facilities Area.

i. Parties will identify Slurry Wall crossings, as shown in Exhibit E. Concurrent with initiating plugging operations of the Four Wells, Petro will place markers on the ground adequately identifying the alignment of each of the pipelines to be removed where such pipelines lie within twenty-five (25) feet of any Slurry Wall.

ii. General specifications for excavation at the Slurry Wall crossings and repair of the Slurry Walls are set forth on Exhibit F attached hereto. Petro will remove the pipelines identified above, repair affected Slurry Walls, and backfill its excavations in accordance with Exhibit F.

iii. Parties will identify which flow, gathering, and/or other pipelines, shown on Exhibit E, will be removed contemporaneously with Petro's plugging of the Four Wells, and which flow, gathering, and/or other pipelines in the Ft. Lupton West cell will be flushed, capped, and left in place for LGE to mine through.

f. Petro agrees to remove from the Aurora Property all tanks, separators and any additional ancillary equipment (as defined in the SUA) not addressed above that is not being used in connection with wells other than the Four Wells.

g. Petro agrees to complete the plugging and abandonment of the Four Wells, and associated removal of pipelines, tanks, separators and any additional ancillary equipment ("Removal Activities"), in accordance and compliance with all applicable federal, state, and local laws, rules, regulations and requirements, and in connection therewith, Petro shall obtain any and all necessary permits and authorizations from Colorado Oil and Gas Conservation Commission ("COGCC") and any other applicable permitting agency.

h. Petro agrees to provide Aurora with the COGCC Form 6 Subsequent Well Abandonment Reports (the "Reports") that Petro will submit to the COGCC for the Four Wells, concurrently with their submittal to COGCC. The Report will include depth of all Wells being abandoned as well as the depth of all plugs set in each Well within the Aurora Property and the OGOA. As part of the final capping operation, to be conducted after the completion of mining of the storage cell in which the applicable plugged wells are located, Petro shall not be obligated to cut off any casing strings in any Wells at a depth greater than four feet below the ground level existing

at the time of final capping.

i. Petro will warrant its plugging and capping of the Four Wells, for a period of ten years from its completion of such work, against leakage of hydrocarbons out of such wells in amounts in excess of that allowed by Environmental Laws, and against leakage of water into such wells in amounts that materially affect the calculation of the applicable Storage Cell's slurry wall liner integrity pursuant to the State Engineer's Guidelines for Lining Criteria for Gravel Pits dated August 1999.

j. Because any oil and gas wells constructed in the future must be constructed in the OGOA, Petro and TOP abandon the easement for the Existing Well Operations Area effective upon completion of the Removal Activities. In no event shall LGE mine within 80 feet of any planned Future Wells.

3. The environmental indemnification provisions of Paragraph 13 of the Original SUA shall apply to the actions of Petro and its contractors and agents in connection with the plugging and abandonment of the Four Wells, and to the Removal Activities. In addition, the indemnification provisions of Paragraph 12 of the Original SUA shall apply to the actions of Petro and its contractors and agents in connection with damage caused to slurry walls and/or side slopes of the reservoirs constructed or being constructed on the Aurora Property. The foregoing notwithstanding, Petro shall have no liability for damage to slurry walls contemplated by the Parties and necessarily caused by removal of pipelines penetrating such slurry walls, provided that Petro and its contractors remove such pipelines in accordance with the provisions of Paragraphs 2.e.i. and 2.e.iii. above.

4. The Parties agree to enter into a separate TCE, subject to City Council approval, to specifically define the area temporarily added to the OGOA during Petro's construction of certain horizontal oil and gas wells and a separate Pipeline Easement allowing for the placement of certain additional pipelines defining the locations of such additional pipelines and clarifying such easements as were contemplated within the original SUA.

a. TOP and Petro acknowledge that LGE has already constructed slurry walls and conducted gravel mining operations in the Parker-Panowicz Pit. Neither the completion of planned mining and reclamation activities in the Parker-Panowicz Pit nor the placement by TOP or Petro of Production Facilities, if any, within 50 feet of earthwork previously done or still to be done by LGE shall be construed as a violation of LGE's setback obligations pursuant to Paragraphs 3 or 6 of the Original SUA.

b. Provided the TCE bordering the OGOA does not allow excavation within the TCE, other than leveling and surfacing with gravel, and does not allow vehicles or equipment closer than within ten (10) feet of the outside edge of the Parker-Panowicz slurry wall, and provided that an earthen berm or temporary concrete barrier is constructed by TOP or Petro at their expense prior to their commencement of use of the TCE area (specifications for the berm and other terms and conditions to be established in the TCE Agreement), and subject to Paragraph 2.g. above, LGE agrees that Aurora's granting of the TCE and use thereof by TOP or Petro does not void

LGE's warranty of the Parker-Panowicz Slurry Wall pursuant to that Amended and Restated Purchase and Sale Agreement between LGE and Aurora effective February 9, 2011, as subsequently amended.

c. Prior to Petro commencing construction activities on the OGOA, LGE agrees to identify and mark the as-built location of the Parker-Panowicz slurry walls in the area of the TCE and Pipeline Easements.

5. TOP and Petro hereby consent to LGE's mining and/or removal of the Existing Well Operations Area provided that LGE does not interfere with Petro's ability to properly plug and cap wells Di-TA #1-A, and Di-TA #2, currently located therein.

6. **Miscellaneous Provisions:** The provisions of Paragraphs 19, 21 and 23 of the Original SUA are independently applicable to this Second Amendment and are incorporated herein by reference. In addition:

a. Any notice or other communication required or permitted under the SUA or this Second Amendment shall also include Petro Operating Company, LLC, 9033 East Easter Place, Centennial, CO 80112-2105.

b. With regard to any actions to be taken by the Parties in connection with the Property and after the effective date of this Second Amendment all references to Operator in the Original SUA shall mean Petro in addition to TOP.

7. **Effect of Second Amendment:** Except as specifically modified herein, the rights and obligations established by the SUA remain in full force and effect.

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Dated as first set forth above.

PETRO OPERATING COMPANY, LLC.,
a Colorado limited liability company

Print Name: Roger A. Parker

By: _____

Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing Agreement was acknowledged before me this 1st day of December, 2021, by Roger A. Parker, as Manager.

Witness my hand and official seal.

My Commission Expires: 01-27-2021

SEAL

Toni Serra
Notary Public

TONI SERRA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094001459
MY COMMISSION EXPIRES JANUARY 27, 2021

TOP OPERATING COMPANY.,
a Colorado Corporation

Print Name: Rodney K Herring

By: _____

Its: President

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing Agreement was acknowledged before me this 7th day of December, 2020 by Jeffrey Freitas (Notary Public), as Rodney K Herring.

Witness my hand and official seal.

My Commission Expires: 02/22/2023 SEAL

JEFFREY H FREITAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194007432
MY COMMISSION EXPIRES FEBRUARY 22, 2023

L.G. EVERIST, INC.,
an Iowa corporation

Print Name: Matthew Noteboom

By: _____

Its: VP-Mountain

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing Agreement was acknowledged before me this 11th day of November, 2020 by Matthew Noteboom, as V.P. Mountain.

Witness my hand and official seal.

My Commission Expires: 1-30-2024 SEAL

Elisabeth Rae Marquez
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204004129
MY COMMISSION EXPIRES JANUARY 30, 2024

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

By: _____ _____
James M. Twombly, City Manager Date

APPROVED AS TO FORM FOR AURORA:

Ian J Best 11/16/20 20030878
Ian Best Date ACS#
City Attorney
City Attorney's Office

Austin Hamre 11/10/20
Austin Hamre Date
Hamre Rodriguez Ostrander & Dingess, P.C.
Special Water Counsel

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing Agreement was acknowledged before me this _____ day of _____, 20__, by James M. Twombly, City Manager of the City of Aurora, a Colorado Municipal Corporation of the Counties, Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise.

Witness my hand and official seal.

My Commission Expires:_____ SEAL

Exhibit E: Wells and Pipes to be Removed From Everist Site

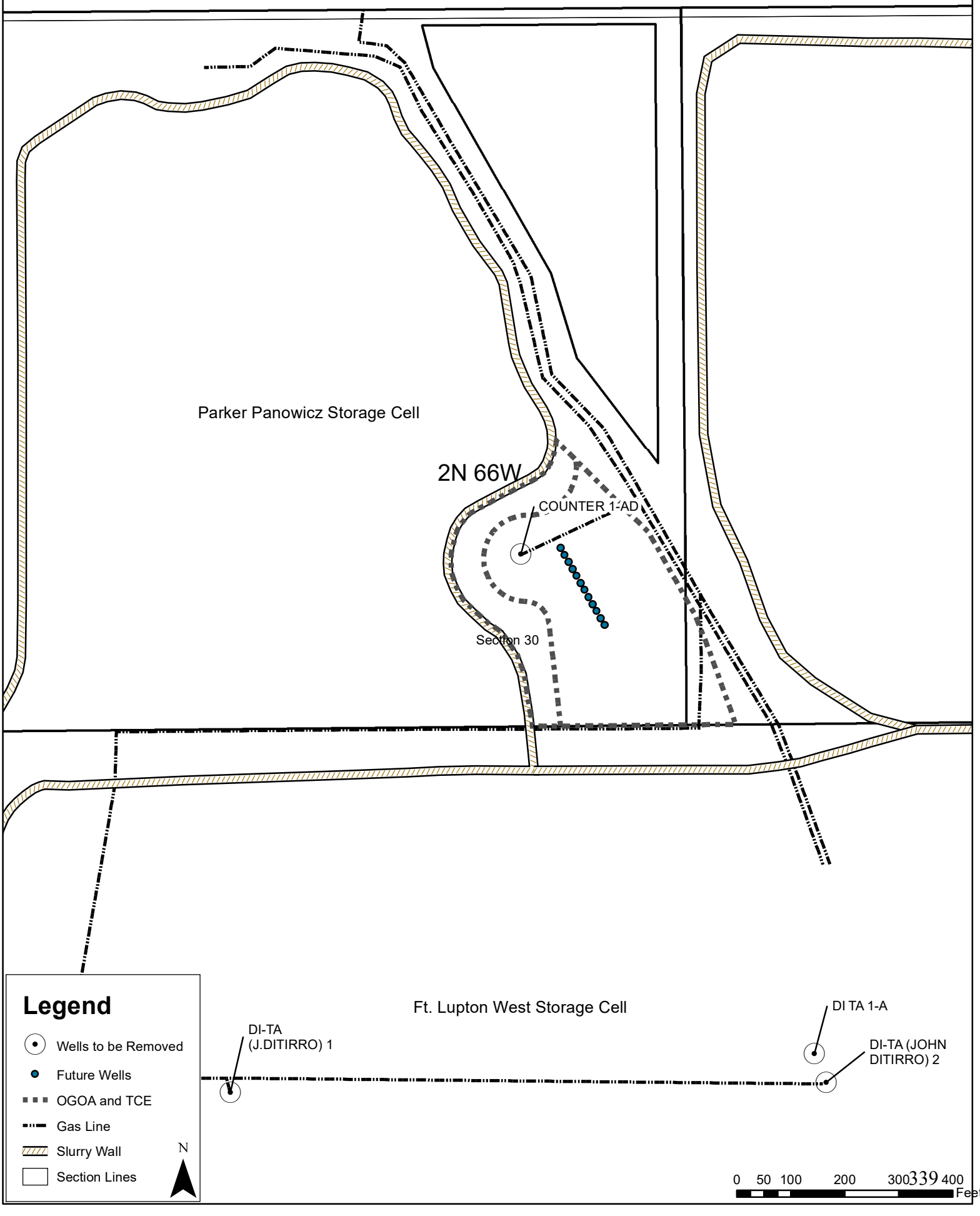


Exhibit F to Surface Use Agreement

General Engineering Specifications for Earthwork Near Slurry Walls

1. Excavations Across and Within Twenty Five Feet of Slurry Wall Alignments

   a. The trench walls of an excavation where it passes through the slurry wall should be sloped at a minimum of 2:1 (horizontal:vertical). Effort should be made to minimize the area of disturbance at or near the slurry wall.

   b. Except where excavations through a Slurry Wall are necessary, all excavations, surface work and vehicle activity shall remain a minimum distance of 10 feet from the nearest edge of any Slurry Wall. Slurry Walls are approximately three feet wide.

   c. Any excavation within 25 feet of a Slurry Wall shall require approval from Aurora's engineering consultant. Such excavations must account for trench bottom width, side slopes, and the five foot minimum offset from the edge of the Slurry Wall.

2. Repair of Slurry Wall Cuts

   a. Excavations crossing a slurry wall must be backfilled with high clay content soils, having the following properties:

Sieve Size	Percent Passing
5-in	100
No. 4	40 - 100
No. 200	30 - 80

Minimum plasticity index (PI) of 12
Maximum liquid limit (LL) of 50

   b. The backfill should be placed in no more than 9-inch-thick lifts and compacted to 95% of the maximum density and within 2 % (±) of the optimum moisture content as determined by Standard Proctor testing for the soil. Where hand operated compaction equipment is used, the layers shall not exceed 6 inches.

   c. No fill material shall be placed in the excavation when either the fill material or the excavation slopes on which the backfill would be placed is frozen. No brush, roots, sod, or other perishable or unsuitable materials shall be placed in the backfill.

   d. Primary processing and blending of low permeability clayey backfill soils shall be performed in the borrow area. Processing and blending shall be accomplished with mechanical equipment until the soils are mixed to a consistent gradation meeting the specifications.

   e. Testing and construction observation will be required for backfill operations.

3. Protection of Top of Slurry Walls

   a. Vehicle and equipment movement on the ground within five feet of the edge of a Slurry Wall will be avoided the extent practical. Where vehicle and equipment movement on the ground within five feet of the edge of a Slurry Wall cannot be avoided, the top of the Slurry Wall and the ground surface within 3 feet on both sides of the edge of the Slurry wall will be armored with either one inch steel plate or appropriate rock material.

4. Water Control Plan

   a. A detailed water management plan, acceptable to Aurora's engineering consultant, shall be submitted before excavation starts. Precipitation events during construction must be planned for; grading and drainage should be used to keep water away from the excavation, to the extent possible, and pumps shall be used to remove any water from the excavation.

   b. If the ground water level on both sides of a Slurry wall will be determined, and if within 3 feet of the bottom of an excavation that will penetrate a Slurry Wall, Petro and Aurora will determine how to lower the ground water level to a point lower than 3 feet below the bottom of the excavation.

EASEMENT

This Easement (the "Easement"), dated the _____ day of _____ , 2020, is made by the City of Aurora, Colorado, a municipal corporation of the Counties of Adams, Arapahoe and Douglas, acting by and through its Water Utility Enterprise, (hereinafter referred to as **"Grantor"**, whether one or more), and Kerr-McGee Gathering, LLC, a Colorado limited liability company, with offices at 1099 18th Street, Suite 1800, Denver, Colorado 80202 and its successors and assigns **(collectively, the "Grantee").** For the consideration of TEN AND NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in fulfillment of an obligation under the original Surface Use Agreement, recorded with the Clerk and Recorder for Weld County, Colorado on July 26, 2011 at Reception Number 3782269, Grantor does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee and its successors and assigns a non-exclusive thirty foot (30') wide Easement in order to construct, operate, cathodically protect and maintain (as more particularly described below) two (2) steel pipelines, each not to exceed eight inches (8") in nominal pipe diameter, and appurtenant facilities (as more particularly provided below) (collectively the "Pipelines") in, through, under, and along land owned by the Grantor as more particularly described in Exhibit "A" wherein the description is more fully set forth. Said Exhibit A attached hereto and incorporated herein by reference (the "Easement").

TERM

The Easement granted hereby is coterminous with the life of the oil and gas leases shown in the attached Exhibit "B" and that include the wells shown in the attached Exhibit "C", beginning from the date of execution of this Easement and expiring when said leases expire.

THIS GRANT of EASEMENT is also subject to the following:

1. The right to use this Easement shall be granted to the Grantee and Grantee may allow its agents, employees, designees, contractors, guests, invitees (in accordance with Paragraphs 14 and 16), and those acting by or on behalf of Grantee for the purposes of surveying, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, the Pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, gas liquids, liquefied minerals, or other mineral solutions, together with above-and below-ground appurtenances; including but not limited to ground valves, cathodic equipment (including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, ground beds, cables), communication lines, fiber optics lines, electric lines, and fences and structures to enclose any of the above at the sole discretion of Grantee; or as may otherwise be necessary or desirable for the operation of the Pipelines, over, across, under and upon the Easement.

2. Grantee shall bury the Pipelines to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth. Warning tape shall be installed twelve inches (12") above said Pipelines.

3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easement and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it hereunder.

4. Grantee and Grantor recognize that the Lupton Bottom Ditch Company has the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easement and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and

along roads designated by Grantor, for any and all purposes necessary to maintain the ditch infrastructure.

5. Grantee shall have the right to select the exact location of the Pipelines within the Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities within the Easement.

6. Grantee shall have the right to remove any fence which now crosses or may cross the Easement during initial construction of the Pipelines. Grantee shall promptly repair any damage to Grantor's fence or gate caused by Grantee so as to maintain the fence or gate in as good or better condition as existed prior to use by Grantee. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same.

7. Grantor may use the Easement for any and all purposes not inconsistent with the purposes set forth below:

    a. Subject to the restrictions and limitations set forth herein, Grantor reserves the right to use and occupy the Easement for any purpose not inconsistent with the rights and privileges herein granted and which will not interfere with Grantee's exercise of the rights herein conveyed or endanger any of the Pipelines or use thereof, including without limitation, the right to have ingress and egress over and across the surface of the Easement and to construct, maintain, improve, or reconstruct Site Improvements (as defined below) on the Easement so long as the Site Improvements are designed, constructed, located, maintained, operated and used in a manner which does not interfere with or endanger any of the Pipelines or interfere with Grantee's exercise of the rights herein conveyed. For the purpose of this Easement, "Site Improvements" means improvements for the use and benefit of the property on which the Easement is located, and includes, but is not limited to: grading and excavation; installation of underground utilities; access roadways and curb and gutter, sidewalks, drainage facilities and medians that are designed as part of a roadway; and paved parking areas and signs. Site Improvements shall: (i) with respect to underground utilities, be installed with at least two feet of vertical and horizontal separation from the Pipelines; (ii) with respect to road crossings, cross the Pipelines at 60 to 90 degrees from the center line of the Pipelines; and (iii) with respect to paved sidewalks within the bounds of the Easement, be constructed with a meandering course in order to achieve a minimal number of Pipeline crossings; (iv) have no landscaping over four feet tall within the bounds of the Easement.

8. Grantee agrees to comply with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, maintenance, repair and service of Grantee's Pipelines, associated equipment and appurtenances.

9. Grantee will level, re-grade, and reseed the ground disturbed by Grantee's use of the Easement, including adequate compaction of backfill to avoid subsequent settling and will maintain the Easement clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation, construction and abandonment of the Pipelines.

10. Grantee shall use the Easement solely for the purposes specified hereunder. There shall be no hunting or fishing on the Easement or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easement by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

11. Cathodic protection test stations, if necessary, for the operation of the Pipelines, as determined by Grantee, may be placed by Grantee, with Grantor's written consent, such consent not to be unreasonably withheld, conditioned, or delayed, at the junction of the Easement and the fence lines on Grantor's property.

12. This grant of Easement may be executed in several counterparts, each of which shall be an original hereof but all of which, taken together, shall constitute one and the same grant of Easement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

13. Upon prior written consent by Grantor, Grantee shall have the right to assign this grant in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. Such approval of written consent from Grantor to Grantee shall not be unreasonably withheld, conditioned or delayed.

14. Wherever herein notice is required to be given to any party hereto, such notice shall be given via Certified Mail or by personal hand delivery addressed as follows:

To the City:
City of Aurora
Attn: Real Property Services
15151 E. Alameda Pkwy.
Suite 3200
Aurora, CO 80012
(303) 739-7327

To the Grantee:
Kerr-McGee Gathering, LLC
Brett A. Cavanagh, Manager
1099 18th Street
Suite 1800
Denver, CO 80202
Brett.Cavanagh@westernmidstream.com
(720) 929-3296

15. Grantee agrees to provide a certificate of insurance listing Grantor as additional insured and meeting the requirements as set forth by Grantor in Exhibit D, and to ensure such certificates are updated annually; provided, however, that Grantee reserves the right to self-insure for any or all of the required insurances.

16. Grantee hereby covenants and agrees, at its sole cost and expense, to indemnify, protect and save harmless Grantor and its successors and assigns, from and against any and all damages, losses, liabilities, penalties, claims, demands, judgments, suits, costs, and/or expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor and its successors and assigns, relating to, resulting from or arising out of: (i) the use of the Easement, including the construction, operation, maintenance or repair of any pipeline in or upon the Easement, by Grantee, its agents, employees, or contractors (collectively, "Grantee's Responsible Parties"), (ii) the release, discharge or disposal of any Hazardous Substance in or on the Easement by Grantee's Responsible Parties or by facilities owned or constructed by them, or (iii) the violation of any applicable federal or State of Colorado statute or regulation pertaining to protection of the environment occurring on the Easement by Grantee's Responsible Parties. For purposes of this Agreement, "Hazardous Substance" means substances, materials or waste the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant" or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

17. If Grantee should abandon all of the rights granted herein for said Pipelines and appurtenances constructed upon said land and if such abandonment should continue for a continuous twenty-four (24) month period, this grant of Easement shall terminate and revert to Grantor, its heirs, legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights granted hereunder because of delays due to inclement weather, seasonal restrictions, governmental delays in permitting and authorizations, compliance with fish and wildlife regulations, and similar events of force majeure.

18. On or before the expiration or termination of this Easement, the Grantee shall, without expense to Grantor, and within a six (6) months of expiration or termination, Grantee shall remove all above ground facilities and structures down to depth of Pipelines. Grantor may abandon in place Pipelines provided it has disconnected the Pipelines from all sources and supplies of permitted substances, flushed and removed all Hazardous Substances from such Pipelines, filled all such Pipelines with an inert substance and thereafter sealed the ends of the Pipelines. Grantee shall notify Aurora Watch and Protect at (720) 859-4318 at least thirty (30) days prior to beginning abandonment work. Grantee shall provide third party verification, either by way of an environmental consultant or a contractor, that all abandonment operations were done in accordance with this paragraph and applicable regulations. Grantor shall provide written acceptance of abandonment upon approval. Such acceptance shall not be unreasonably withheld, conditioned or delayed. Upon abandonment, the Easement shall be restored in accordance with Paragraph 9 above, free and clear of any grant of Easement herein contained or any right or privilege attaching to the herein described grant of Easement.

[Signatures appear on following page]

DocuSign Envelope ID: 1AC29503-14B7-4846-88D5-79626FB1EB5C

GRANTEE:

KERR-MCGEE GATHERING, LLC
A Colorado limited liability Company

DocuSigned by:
87093F0D8711400...
By: Brett A. Cavanagh

Its: Agent and Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 8th day of December, 2020, by Brett A. Cavanagh, in his/her capacity as Agent and Attorney-in-fact, for KERR-MCGEE GATHERING, LLC, a Colorado limited liability company, as Grantee.

Witness my hand and official seal

Notary Public: _____

My commission expires: Oct. 25th, 2025

(SEAL)

JEREMY J BOURG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114068516
MY COMMISSION EXPIRES OCTOBER 25, 2023

GRANTOR:

_____
Mike Coffman, Mayor

_____
City Clerk

_____
Print

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Mike Coffman, as Mayor of the City of Aurora.

Witness my hand and official seal
My commission expires:

(SEAL)

APPROVED AS TO FORM:

Austin Hamre
Austin Hamre (Dec 8, 2020 14:37 MST) Dec 8, 2020
Austin Hamre,
Hamre Rodriguez Ostrander & Dingess, P.C.
Special Water Counsel

APPROVED AS TO FORM:

Michelle Gardner Dec 8, 2020
Michelle Gardner, Sr. Asst. City Attorney

REVIEWED:

Dec 8, 2020
Marshall P. Brown, General Manager
Aurora Water

REVIEWED:

Thomas Clark Dec 8, 2020
Thomas Clark, Sr. Real Estate Specialist
for Hector Reynoso, Real Property Services

Renee K. Mosley Dec 8, 2020
Renee Pettinato Mosley, Risk Manager

Exhibit "A"

PROPERTY DESCRIPTION

A strip of land for easement purposes, being Thirty (30) feet in width, lying Fifteen (15) feet on each side of the following described centerline, being a portion of Lot 2 of the Lupton Meadows Land Company Map of Division No. 3, recorded June 12, 1909 at Reception Number 142526, of the Records of Weld County, situate in the North Half (N1/2) of the Northwest quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 30 as monumented by a #6 rebar with a 2" aluminum cap stamped L.S. 25937 and assuming the North line of the Northwest Quarter (NW1/4) of said Section 30 as monumented on the East end by a #6 rebar with a 2" aluminum cap stamped L.S. 25937 as bearing North 89°38'15" East being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2793.63 feet with all other bearings contained herein being relative thereto;

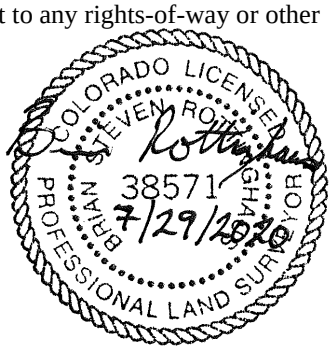
Thence North 89°38'15" East along the North line of the Northwest Quarter of said Section 30 a distance of 777.86 feet to the **POINT OF BEGINNING**;

THENCE South 06°00'44" East a distance of 82.58 feet;
THENCE South 15°45'43" East a distance of 58.70 feet;
THENCE South 24°58'47" East a distance of 70.92 feet;
THENCE South 40°17'54" East a distance of 97.49 feet;
THENCE South 27°40'38" East a distance of 143.70 feet;
THENCE South 32°58'17" East a distance of 106.68 feet;
THENCE South 10°32'11" East a distance of 164.06 feet;
THENCE South 38°21'48" East a distance of 123.70 feet;
THENCE South 44°32'28" East a distance of 56.18 feet;
THENCE South 35°16'29" East a distance of 82.64 feet;
THENCE South 31°44'46" East a distance of 163.91 feet;
THENCE South 00°26'22" East along a line being parallel with and Twenty (20) feet West of as measured at right angles to the West line of the East 4.94 Acres of Lot 2 of the Lupton Meadows Land Company Map of Division No. 3, a distance of 327.15 feet to the South line of said Lot 2 and to the **POINT OF TERMINUS,** from which the Northwest Corner of said Section 30 bears North 44°35'45" West a distance of 1855.72 feet;

It is the intent of this description that the sidelines of said strip be prolonged or shortened to terminate at the North line of the NW1/4 of said Section 30 on the North end and at the South line of said portion of Lot 2 on the South end.

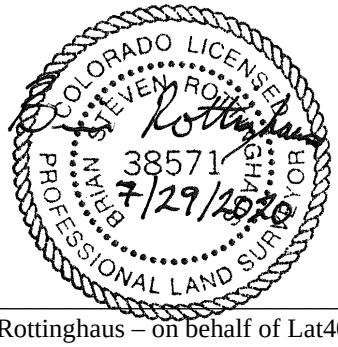
Said strip of land contains 44,331 sq. ft. or 1.02 acres more or less (+/-) and is subject to any rights-of-way or other easements of record as now existing on said described strip of land.

The lineal dimensions as contained herein are based upon the U.S. Survey Foot.



SURVEYORS CERTIFICATE

I, Brian S. Rottinghaus, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

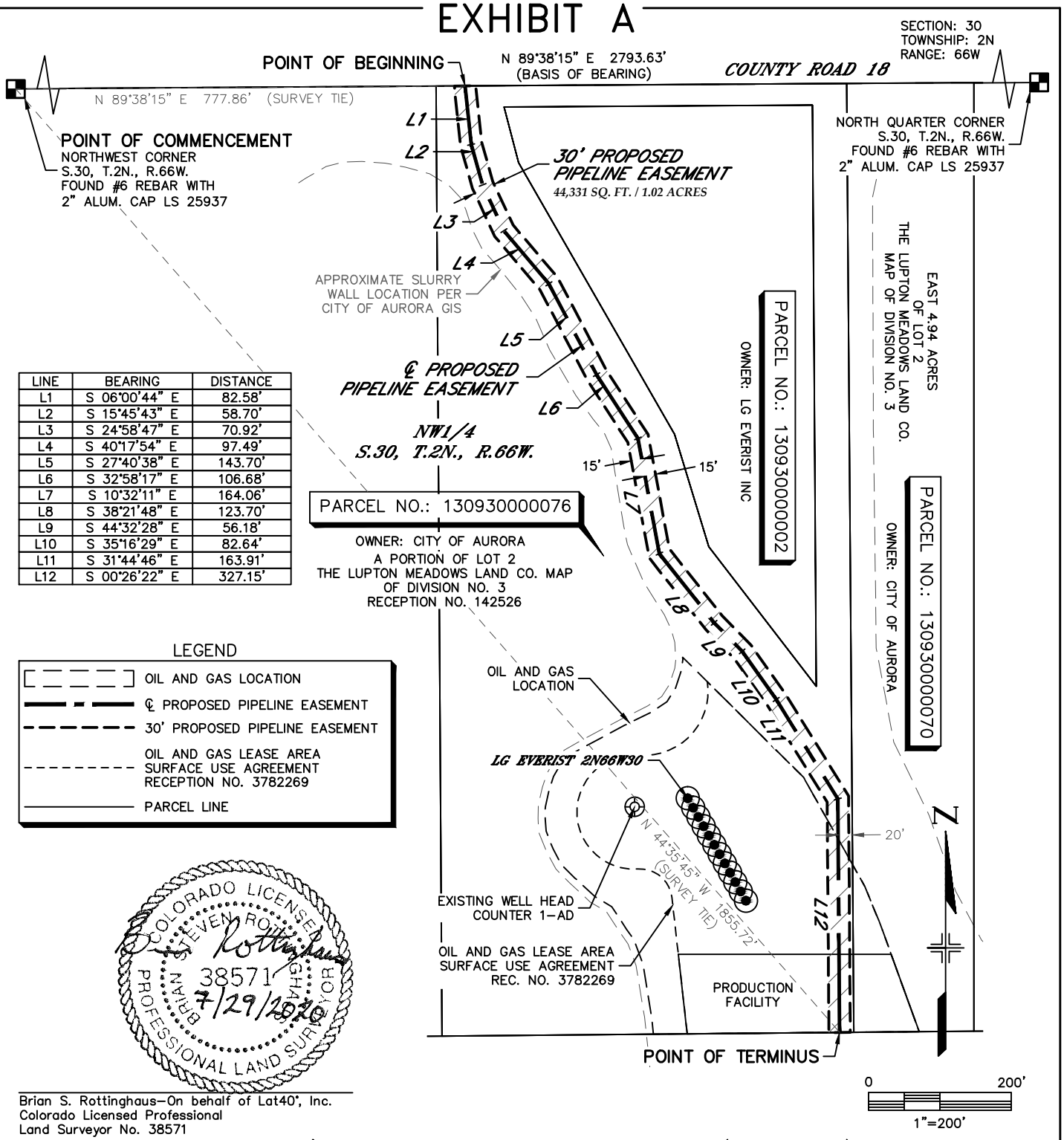


Brian S. Rottinghaus – on behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38571

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
(970) 515-5294

ILLUSTRATION FOR

EXHIBIT A



LINE	BEARING	DISTANCE
L1	S 06°00'44" E	82.58'
L2	S 15°45'43" E	58.70'
L3	S 24°58'47" E	70.92'
L4	S 40°17'54" E	97.49'
L5	S 27°40'38" E	143.70'
L6	S 32°58'17" E	106.68'
L7	S 10°32'11" E	164.06'
L8	S 38°21'48" E	123.70'
L9	S 44°32'28" E	56.18'
L10	S 35°16'29" E	82.64'
L11	S 31°44'46" E	163.91'
L12	S 00°26'22" E	327.15'

LEGEND

- OIL AND GAS LOCATION
- ℄ PROPOSED PIPELINE EASEMENT
- 30' PROPOSED PIPELINE EASEMENT
- OIL AND GAS LEASE AREA SURFACE USE AGREEMENT RECEPTION NO. 3782269
- PARCEL LINE

COLORADO LICENSED
STEVEN ROTTINGHAUS
38571
7/29/2020
BRIAN
PROFESSIONAL LAND SURVEYOR

Brian S. Rottinghaus–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38571

THE ABOVE DESCRIBED 30' STRIP CONTAINS 44,331 SQUARE FEET (1.02 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
LD	1"=200'	N/A
CHECKED BY:	DATE:	JOB NUMBER:
BR	7-29-2020	2018223

A PIPELINE EASEMENT SITUATED IN THE NW 1/4 OF SECTION 30, T.2N., R.66W. OF THE 6th P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, BEING A PORTION OF LOT 2, LUPTON MEADOWS LAND COMPANY, DIVISION No. 3.

Exhibit B

to the Easement dated the _____ day of _____, 2020, by the City of Aurora, Colorado, for the use and benefit of Kerr-McGee Gathering, LLC

Leases

All located in Township 2N, Range 66W, 6th P.M.

LESSOR	LESSEE	DATE	BOOK	RECEPTION	DESCRIPTION
Lee T. Murata	Martin J. Freedman	1-May-70	626	1548046	Section 19: W/2
1415 Corporation	Buddy Baker	4-Aug-70	631	1553403	Section 19: Lot 8
North Denver Bank	Buddy Baker	4-Aug-70	631	1553404	Section 19: Lots 1, 2, 3, 4, 5, 6, 7
Lee T. Murata and Tsugiko Murata	Rodney P. Calvin	30-Oct-70	636	1558001	Section 30: Lots 1 & a portion of Lot 2
Florence B. Schneider	Rodney P. Calvin	18-Feb-71	641	1562874	Section 19: Lots 7 & 8 (S/2SW/4) and Section 30: Lots 1 & a portion of Lot 2
Florence B. Schneider	Rodney P. Calvin	18-Feb-71	641	1563466	Section 19: Lots 7 & 8 (S/2SW/4) and Section 30: Lots 1 & a portion of Lot 2
John Di Tirro and George Taoka	Rodney P. Calvin	7-Sep-71	654	1576214	Section 30: S/2 NW/4, a portion of Lots 4 & 5
1415 Corporation and North Denver Bank	Amoco Production Company	10-Jan-72	663	1584768	Section 19: a portion of the W/2NE/4 and Section 30: Lot 1 & a portion of Lot 2
Hisashi Kinoshita	Amoco Production Company	13-Jan-72	664	1586306	Section 30: Parcels A, B, C, D & E of the NW/4
B. J. Watkins and Dorothy Auverne Watkins	House of Smoke, et. al.	13-Jun-75	741	1663256	Section 30: Lots 3, 4 & 6 and portions of Lots 2 & 5
Ben F. Counter	Energy Minerals Corporation	28-Jan-71	640	1562315	Section 30: NW/4
L. R. Anderson	Energy Minerals Corporation	16-Mar-71	642	1564136	Section 30: NW/4
Fern Verlin Williams	Rodney P. Calvin	26-Mar-71	644	1565911	Section30: NW/4
Billy J. Watkins	Rodney P. Calvin	29-Jun-71	652	1573510	Section 30: NW/4

Exhibit C

to the Easement dated the _____ day of _____, 2020, by the City of Aurora, Colorado, for the use and benefit of Kerr-McGee Gathering, LLC

Wells

WELL NAME	**API #**
LG EVERIST #1	TBD
LG EVERIST #2	TBD
LG EVERIST #3	TBD
LG EVERIST #4	TBD
LG EVERIST #5	TBD
LG EVERIST #6	TBD
LG EVERIST #7	TBD
LG EVERIST #8	TBD
LG EVERIST #9	TBD
LG EVERIST #10	TBD
LG EVERIST #11	TBD
LG EVERIST #12	TBD

Exhibit D

Insurance Requirements

During the term of this Easement, the Grantee shall pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Grantee, its employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. The Grantee shall maintain commercial general liability insurance covering all operations by or on behalf of the Grantee on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. To the extent of the liabilities assumed by Grantee herein, Grantor, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds.

Minimum limits:
$2,000,000 each occurrence
$4,000,000 general aggregate
$4,000,000 products and completed operations

Commercial Automobile Liability Insurance. The Grantee shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of $1,000,000 combined single limit each accident.

Workers' Compensation and Employers Liability Insurance. The Grantee shall maintain Workers' Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Grantee shall maintain Employers Liability Insurance with minimum limits of: $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury disease aggregate.

Umbrella/Excess Liability Insurance. The Grantee shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in this agreement which is as least as broad as the underlying policies. Minimum policy limits shall be not less than Two Million Dollars ($2,000,000) per occurrence. To the extent of the liabilities assumed by Grantee herein, Grantor, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds.

Pollution Legal Liability Insurance. The Grantee shall maintain a separate Contractor's Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability, arising out of the collection and disposal of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this Easement. This policy shall be maintained with minimum limits of Five Million Dollars ($5,000,000) per claim (with retroactive date included) or per occurrence.

Subcontractor's Insurance It shall be the responsibility of the Grantee to ensure that subcontractors maintain:

A. Commercial General Liability insurance with minimum limits of $1,000,000 per occurrence; and

B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers Liability

Insurance with minimum limits of: $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury disease aggregate.

The Grantee is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance & Self Insurance. The total limits of general and excess liability insurance set forth above may be provided using a combination of primary and excess liability insurance. ***If the Grantee self-insures any or all of the insurance coverages delineated herein, the Grantee shall provide a self-insurance letter indicating the types of risk it self-insures and providing documentation of sufficient financial capacity to support self-insuring these risks***.

Additional Insured. To the extent of the liabilities assumed by Grantee herein, Grantee shall name Grantor, its elected and appointed officials, employees, agents and representatives as additional insureds for the Commercial General Liability, Auto Liability, Excess Liability and Pollution Liability insurance policies and the certificate of insurance should evidence such.

Certificates of Insurance. On an annual basis for the self-insurance letter and at the renewal of such policies for any certificates of insurance, the Grantee shall provide certificates of insurance or self-insurance letters to Grantor demonstrating that at the minimum coverages required herein are in effect. Grantee agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to Grantor. All certificates of insurance must be kept in force throughout the duration of the services. If any of Grantee's coverage is renewed at any time prior to completion of the services, the Grantee shall be responsible for obtaining updated insurance certificates for itself and forwarding the replacement certificates to Grantor within ten (10) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII.

To the extent of the liabilities assumed by Grantee herein, Grantee's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the Grantor.

Kerr-McGee Pipeline Easement FINAL 12.08.2020

Final Audit Report 2020-12-09

Created:	2020-12-08
By:	Lyle Whitney (gwhitney@auroragov.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2yboS82yyvruUDZLox-ARG45Ti5oSHly

"Kerr-McGee Pipeline Easement FINAL 12.08.2020" History

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2020-12-08 - 9:28:26 PM GMT

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2020-12-08 - 10:48:11 PM GMT

Email viewed by Marshall Brown (mbrown@auroragov.org)
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Document e-signed by Marshall Brown (mbrown@auroragov.org)
Signature Date: 2020-12-09 - 0:52:30 AM GMT - Time Source: server- IP address: 50.237.6.50

Agreement completed.
2020-12-09 - 0:52:30 AM GMT

EASEMENT

This Easement (the "Easement"), dated the _____ day of _____ , 2020, is made by the City of Aurora, Colorado, a municipal corporation of the Counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise, (hereinafter referred to as "Grantor", whether one or more), for the use and benefit of Petro Operating Company, LLC, a Colorado limited liability company, with offices at 9033 East Easter Place, Suite 112, Centennial, Colorado 80112, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in fulfillment of an obligation under the original Surface Use Agreement, recorded with the Clerk and Recorder for Weld County, Colorado on July 26, 2011 at Reception Number 3782269, Grantor does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee a non-exclusive thirty foot (30') wide Easement in order to construct, operate, and maintain a pervious driveway (collectively the "Road") in, through, under, and along land owned by the Grantor as more particularly described in Exhibit "A" wherein the description is more fully set forth. Said Exhibit A attached hereto and incorporated herein by reference (the “Easement").

TERM

The Easement granted hereby is coterminous with the life of the oil and gas leases shown in the attached Exhibit “B” and that include the wells shown in the attached Exhibit “C”, beginning from the date of execution of this Easement and expiring when said leases expire.

THIS GRANT of EASEMENT is also subject to the following:

1. The right to use this Easement shall be granted to the Grantee and Grantee may allow its agents, employees, designees, contractors, guests, invitees, successors and assigns (in accordance with Paragraph 15), and those acting by or on behalf of Grantee for the purposes of surveying, establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, abandoning in place and removing at will, in whole or in part, the Road, for the access of the Oil and Gas Operating Area (“OGOA”).

2. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easement and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it hereunder.

3. Grantee and Grantor recognize that the Lupton Bottom Ditch Company has the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easement and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along roads designated by Grantor, for any and all purposes necessary to maintain the ditch infrastructure.

4. Grantee shall have the right to install their own Road and said Road shall be constructed following set forth below:

    a. The base course shall consist of a hard, durable, crushed rock or stone and filler and should have a minimum C.B.R. value of 80. The composite base course material shall be free from vegetable matter and lumps or balls of clays and shall meet the Colorado Department of Transportation Specification Class 6 Aggregate Base Course.

b. The base course material, when tested in accordance with AASHTO Standard Test Designation T-96 (Los Angeles Abrasion Test), shall have a percentage of wear of not more than 40 percent.

c. The upper twelve inches (12”) of the subgrade shall be scarified and recompacted to a maximum of 95 percent Standard Proctor Density per ASTM D-698. Fill in base course areas shall be placed within two percent of optimum moisture content and compacted to a minimum of 95 percent Standard Proctor Density per ASTM D-698.

d. The base course shall be placed on the subgrade within +/- two percent of optimum moisture and compacted to at least 95 percent of Standard Proctor Density. The base course shall be graded and shaped as shown on the construction drawing referenced in Exhibit D, not attached hereto but a copy shall be found in the Grantor’s Land-Water Archive and Real Property Inventory, so that proper drainage of the road is achieved.

5. Grantee shall have the right to remove any fence which now crosses or may cross the Easement during initial construction of the Road. Grantee agrees to replace any fence that was removed during initial construction and shall repair any damage to Grantor's fence or gate caused by Grantee so as to maintain the fence or gate in as good or better condition as existed prior to use by Grantee. Such replacement or repair shall be completed within three (3) business days. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same.

6. Grantor may use the Easement for any and all purposes not inconsistent with the purposes set forth herein.

7. Grantee has the obligation to maintain the Easement, including but not limited to mowing, trimming, cutting down or eliminating trees or shrubbery, as may be necessary to prevent possible interference with the operation of the Road and to remove possible hazard(s) thereto.

8. Grantee agrees to comply with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, maintenance, repair and service of Grantee's Road, associated equipment and appurtenances.

9. Grantee will, level, re-grade, and reseed the ground disturbed by Grantee's use of the Easement and will maintain the Easement clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Road.

10. Grantee shall use the Easement solely for the purposes specified hereunder. There shall be no hunting or fishing on the Easement or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easement by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

11. This grant of Easement may be executed in several counterparts, each of which shall be an original hereof but all of which, taken together, shall constitute one and the same grant of Easement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

12. Upon prior written consent by Grantor, Grantee shall have the right to assign this grant in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. Such approval of written consent from Grantor to Grantee shall not be unreasonably withheld, conditioned or delayed.

13. Wherever herein notice is required to be given to any party hereto, such notice shall be given via Certified Mail or by personal hand delivery addressed as follows:

To the City:
City of Aurora
Attn: Real Property Services
15151 E. Alameda Pkwy.
Suite 3200
Aurora, CO 80012
publicworks@auroragov.org
(303) 739-7300

To the Grantee:
Petro Operating Company, LLC.
Roger Parker, Manager
9033 East Easter Place
Suite 112
Centennial, CO 80112
rogeraparker9@aol.com
(720) 362-5995

14. Grantee agrees to provide a certificate of insurance listing Grantor as additional insured and meeting the requirements as set forth by Grantor, and to ensure such certificates are updated annually.

15. Grantee hereby covenants and agrees, at its sole cost and expense, to indemnify, protect and save harmless Grantor, its successors and assigns, from and against any and all damages, losses, liabilities, penalties, claims, demands, judgments, suits, costs, and/or expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor, its successors and assigns, relating to, resulting from or arising out of: (a) the use of the Road by Grantee, its agents, employees, contractors or assigns (collectively, "Grantee's Responsible Parties"), (b) the release, discharge or disposal of any Hazardous Substance in or on the Easement by Grantee's Responsible Parties or by facilities owned or constructed by them, or (c) the violation of any applicable federal or State of Colorado statute or regulation pertaining to protection of the environment occurring on the Easement by Grantee's Responsible Parties. For purposes of this paragraph, "Hazardous Substance" means substances, materials or waste the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant" or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

16. If Grantee should abandon all of the rights granted herein for said Road constructed upon said land and if such abandonment should continue for a continuous twenty-four (24) month period, this grant of Easement shall terminate and revert to Grantor, heirs, legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure.

17. On or before the expiration or termination of this Easement, the Grantee shall, without expense to Grantor, and within such a time as Grantor may indicate, remove said facilities and restore the Easement, the Grantor shall have the option to take over said facilities without compensation to Grantee, or to remove said facilities and perform the restoration at the expense of the Grantee.

GRANTEE:

PETRO OPERATING COMPANY, LLC
a Colorado limited liability company

Roger A. Parker
By: (Print Name)

Manager
Its: (Title)

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 1st day of December, 2020, by Roger A. Parker as Grantee.

Witness my hand and official seal
My commission expires: 01/27/2021

Toni Serra, Notary Public

(SEAL)

TONI SERRA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094001459
MY COMMISSION EXPIRES JANUARY 27, 2021

GRANTOR:

_____
Mike Coffman, Mayor

_____
City Clerk

_____
Print

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Mike Coffman, as Mayor of the City of Aurora.

Witness my hand and official seal
My commission expires:

(SEAL)

APPROVED AS TO FORM:

Austin Hamre
Austin Hamre (Dec 4, 2020 10:51 MST) Dec 4, 2020

Austin Hamre
Hamre Rodriguez Ostrander & Dingess, P.C.
Special Water Counsel

APPROVED AS TO FORM:

Michelle Gardner Dec 7, 2020

Michelle Gardner, Sr. Asst. City Attorney

REVIEWED:

Dec 8, 2020

Marshall P. Brown, General Manager
Aurora Water

REVIEWED:

Thomas Clark Dec 7, 2020

Thomas Clark, Sr. Real Estate Specialist
for Hector Reynoso, Manager of Real Property Services

Exhibit "A"

PROPERTY DESCRIPTION

A strip of land for easement purposes, being Thirty (30) feet in width, lying Fifteen (15) feet on each side of the following described centerline, being a portion of Lot 2 of the Lupton Meadows Land Company Map of Division No. 3, recorded June 12, 1909 at Reception Number 142526, of the Records of Weld County, situate in the North Half (N1/2) of the Northwest quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 30 as monumented by a #6 rebar with a 2" aluminum cap stamped L.S. 25937 and assuming the North line of the Northwest Quarter (NW1/4) of said Section 30 as monumented on the East end by a #6 rebar with a 2" aluminum cap stamped L.S. 25937 as bearing North 89°38'15" East being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2793.63 feet with all other bearings contained herein being relative thereto;

Thence North 89°38'15" East along the North line of the Northwest Quarter of said Section 30 a distance of 484.23 feet to the **POINT OF BEGINNING**;

THENCE South 00°21'45" East a distance of 37.33 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the Northeast a distance of 88.69 feet, said curve having a radius of 50.00 feet, a delta angle of 101°38'05" and is subtended by a chord bearing South 51°10'48" East a distance of 77.51 feet to a Point of Tangency (PT);
THENCE North 78°00'10" East a distance of 80.30 feet to a PC;
THENCE along the arc of a curve concave to the South a distance of 20.18 feet, said curve having a radius of 50.00 feet, a delta angle of 23°07'17" and is subtended by a chord bearing North 89°33'49" East a distance of 20.04 feet to a PT;
THENCE South 78°52'33" East a distance of 119.68 feet to a PC;
THENCE along the arc of a curve concave to the Southwest a distance of 41.62 feet, said curve having a radius of 50.00 feet, a delta angle of 47°41'31" and is subtended by a chord bearing South 55°01'47" East a distance of 40.43 feet to a PT;
THENCE South 31°11'01" East a distance of 411.46 feet to a PC;
THENCE along the arc of a curve concave to the Southwest a distance of 35.92 feet, said curve having a radius of 100.00 feet, a delta angle of 20°34'53" and is subtended by a chord bearing South 20°53'35" East a distance of 35.73 feet to a PT;
THENCE South 10°36'08" East a distance of 132.70 feet to a PC;
THENCE along the arc of a curve concave to the Northeast a distance of 33.29 feet, said curve having a radius of 100.00 feet, a delta angle of 19°04'23" and is subtended by a chord bearing South 20°08'20" East a distance of 33.14 feet to a PT;
THENCE South 29°40'32" East a distance of 158.73 feet to a PC;



THENCE along the arc of a curve concave to the Southwest a distance of 47.89 feet, said curve having a radius of 100.00 feet, a delta angle of 27°26'21" and is subtended by a chord bearing South 15°57'21" East a distance of 47.43 feet to a PT;
THENCE South 02°14'11" East a distance of 17.56 feet to the northerly line of that Oil and Gas Lease Area described in Surface Use Agreement recorded July 26, 2011 at Reception No. 3782269 of the Records of Weld County and to the **POINT OF TERMINUS,** from which the Northwest Corner of said Section 30 bears North 53°09'05" West a distance of 1434.50 feet;

It is the intent of this description that the sidelines of said strip be prolonged or shortened to terminate at the North line of the NW1/4 of said Section 30 on the North end and at the northerly line of said Oil and Gas Lease Area on the South end.

Said strip of land contains 36,761 sq. ft. or 0.84 acres more or less (+/-) and is subject to any rights-of-way or other easements of record as now existing on said described strip of land.

The lineal dimensions as contained herein are based upon the U.S. Survey Foot.

SURVEYORS CERTIFICATE

I, Brian S. Rottinghaus, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



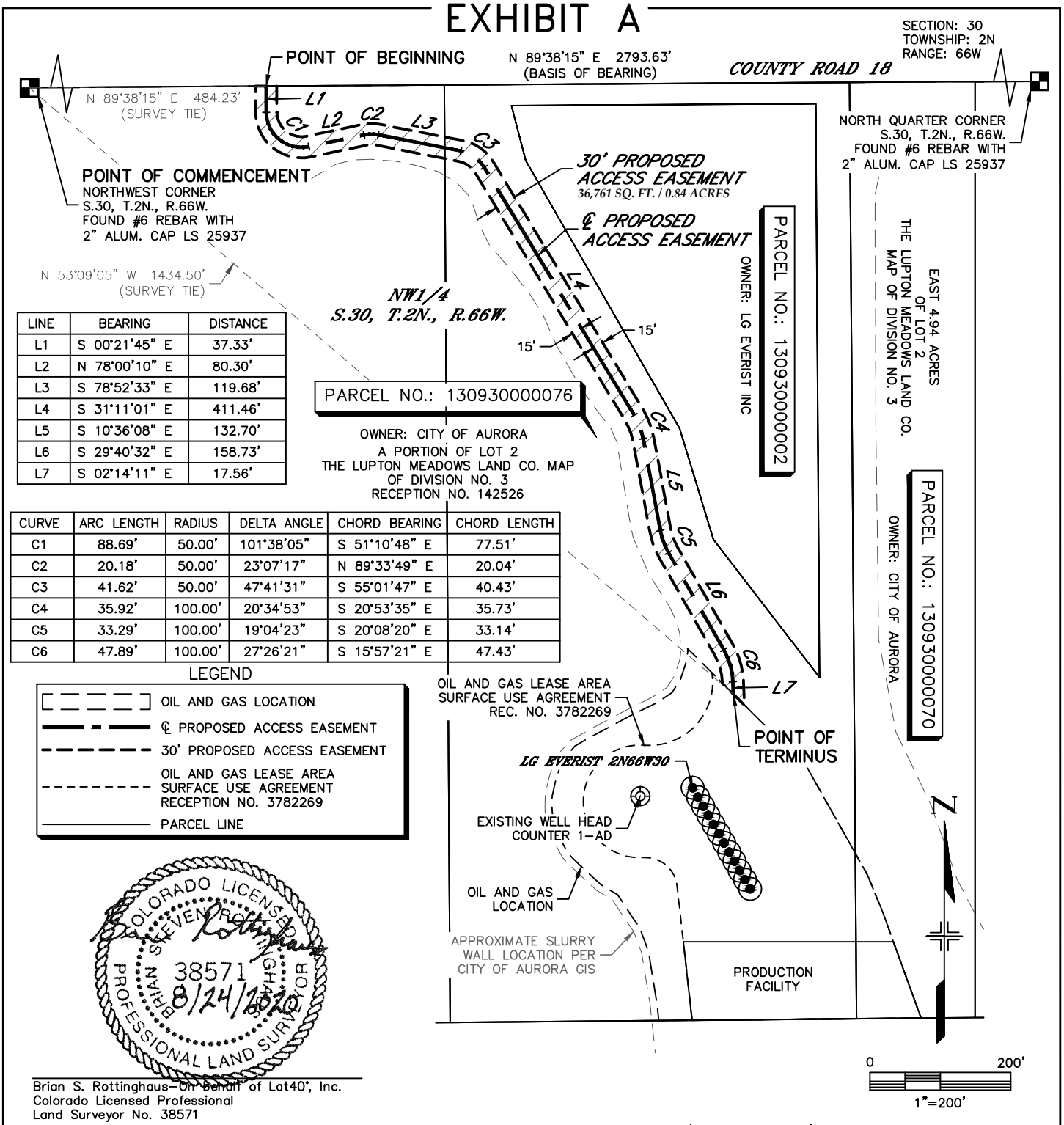
_____

Brian S. Rottinghaus – on behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38571

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
(970) 515-5294

ILLUSTRATION FOR

EXHIBIT A



LINE	BEARING	DISTANCE
L1	S 00°21'45" E	37.33'
L2	N 78°00'10" E	80.30'
L3	S 78°52'33" E	119.68'
L4	S 31°11'01" E	411.46'
L5	S 10°36'08" E	132.70'
L6	S 29°40'32" E	158.73'
L7	S 02°14'11" E	17.56'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	88.69'	50.00'	101°38'05"	S 51°10'48" E	77.51'
C2	20.18'	50.00'	23°07'17"	N 89°33'49" E	20.04'
C3	41.62'	50.00'	47°41'31"	S 55°01'47" E	40.43'
C4	35.92'	100.00'	20°34'53"	S 20°53'35" E	35.73'
C5	33.29'	100.00'	19°04'23"	S 20°08'20" E	33.14'
C6	47.89'	100.00'	27°26'21"	S 15°57'21" E	47.43'

LEGEND

- OIL AND GAS LOCATION
- ℄ PROPOSED ACCESS EASEMENT
- 30' PROPOSED ACCESS EASEMENT
- OIL AND GAS LEASE AREA SURFACE USE AGREEMENT RECEPTION NO. 3782269
- PARCEL LINE

COLORADO LICENSED
STEVEN ROTTINGHAUS
38571
8/24/2020
PROFESSIONAL LAND SURVEYOR

Brian S. Rottinghaus–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38571

THE ABOVE DESCRIBED STRIP CONTAINS 36,761 SQUARE FEET (0.84 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
BR	1"=200'	N/A
CHECKED BY:	DATE:	JOB NUMBER:
BSR	8-24-2020	2018223

AN ACCESS EASEMENT SITUATED IN THE NW 1/4 OF SECTION 30, T.2N., R.66W. OF THE 6th P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, BEING A PORTION OF LOT 2, LUPTON MEADOWS LAND COMPANY, DIVISION No. 3.

Exhibit B

to the Easement dated the _____ day of _____, 2020, by the City of Aurora, Colorado, for the use and benefit of Kerr-McGee Gathering, LLC

Leases

All located in Township 2N, Range 66W, 6th P.M.

LESSOR	LESSEE	DATE	BOOK	RECEPTION	DESCRIPTION
Lee T. Murata	Martin J. Freedman	1-May-70	626	1548046	Section 19: W/2
1415 Corporation	Buddy Baker	4-Aug-70	631	1553403	Section 19: Lot 8
North Denver Bank	Buddy Baker	4-Aug-70	631	1553404	Section 19: Lots 1, 2, 3, 4, 5, 6, 7
Lee T. Murata and Tsugiko Murata	Rodney P. Calvin	30-Oct-70	636	1558001	Section 30: Lots 1 & a portion of Lot 2
Florence B. Schneider	Rodney P. Calvin	18-Feb-71	641	1562874	Section 19: Lots 7 & 8 (S/2SW/4) and Section 30: Lots 1 & a portion of Lot 2
Florence B. Schneider	Rodney P. Calvin	18-Feb-71	641	1563466	Section 19: Lots 7 & 8 (S/2SW/4) and Section 30: Lots 1 & a portion of Lot 2
John Di Tirro and George Taoka	Rodney P. Calvin	7-Sep-71	654	1576214	Section 30: S/2 NW/4, a portion of Lots 4 & 5
1415 Corporation and North Denver Bank	Amoco Production Company	10-Jan-72	663	1584768	Section 19: a portion of the W/2NE/4 and Section 30: Lot 1 & a portion of Lot 2
Hisashi Kinoshita	Amoco Production Company	13-Jan-72	664	1586306	Section 30: Parcels A, B, C, D & E of the NW/4
B. J. Watkins and Dorothy Auverne Watkins	House of Smoke, et. al.	13-Jun-75	741	1663256	Section 30: Lots 3, 4 & 6 and portions of Lots 2 & 5
Ben F. Counter	Energy Minerals Corporation	28-Jan-71	640	1562315	Section 30: NW/4
L. R. Anderson	Energy Minerals Corporation	16-Mar-71	642	1564136	Section 30: NW/4
Fern Verlin Williams	Rodney P. Calvin	26-Mar-71	644	1565911	Section30: NW/4
Billy J. Watkins	Rodney P. Calvin	29-Jun-71	652	1573510	Section 30: NW/4

Exhibit C

to the Easement dated the _____ day of _____, 2020, by the City of Aurora, Colorado, for the use and benefit of Kerr-McGee Gathering, LLC

Wells

WELL NAME	**API #**
LG EVERIST #1	TBD
LG EVERIST #2	TBD
LG EVERIST #3	TBD
LG EVERIST #4	TBD
LG EVERIST #5	TBD
LG EVERIST #6	TBD
LG EVERIST #7	TBD
LG EVERIST #8	TBD
LG EVERIST #9	TBD
LG EVERIST #10	TBD
LG EVERIST #11	TBD
LG EVERIST #12	TBD

Exhibit "D" to the Easement dated the _____ day of _____, 2020, by the City of Aurora, Colorado, for the use and benefit of Petro Operating Company, LLC

CONSTRUCTION DRAWINGS

IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION THIRTY, TOWNSHIP TWO NORTH, RANGE SIXTY-SIX WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

SSD GENERAL NOTES

1. UTILITY CONFLICTS: ALL EXISTING UTILITIES SHOWN WERE COMPILED USING THE BEST AVAILABLE INFORMATION AND FIELD OBSERVATION. STRATEGIC SITE DESIGNS LLC. DOES NOT GUARANTEE THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTOR TO BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATION OF AND PROTECTING ALL EXISTING UTILITIES, INCLUDING THOSE NOT SHOWN OR SHOWN INCORRECTLY ON THE PLANS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED IN A TIMELY FASHION TO THE SATISFACTION OF THE APPROPRIATE GOVERNING AGENCY AND THE OWNER OF THE IMPACTED UTILITY AT THE CONTRACTOR'S EXPENSE.
2. ALL MATERIALS AND WORKMANSHIP SHALL BE IN CONFORMANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS FOR THE APPROPRIATE GOVERNING AGENCY. THE CONTRACTOR SHALL HAVE IN HIS POSSESSION AT THE JOB SITE AT ALL TIMES THE APPROPRIATE GOVERNING AGENCY'S PUBLIC WORKS MANUAL, ALL APPROVED EASEMENT AGREEMENTS, AND ONE (1) SIGNED COPY OF THE PLANS AS APPROVED BY THE APPROPRIATE GOVERNING AGENCY. THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE APPROPRIATE GOVERNING AGENCY FOR ANY VARIANCE TO THE ABOVE DOCUMENTS.
3. CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE CODES, LICENSES, STANDARDS, SPECIFICATIONS, PERMITS, BONDS, ETC., WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
4. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND MUST COMPLY WITH OSHA REGULATIONS.
5. THE CONTRACTOR SHALL REPAIR ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY HIS/HER CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF ALL MATERIALS WITHIN DEDICATED RIGHT-OF-WAY AND ALL MATERIALS AND WORKMANSHIP SHALL MEET THE ROADWAY DESIGN AND CONSTRUCTION STANDARDS OF THE APPROPRIATE GOVERNING AGENCY.
7. THE CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAGMEN, LIGHTS OR OTHER DEVICES NECESSARY FOR SAFE TRAFFIC CONTROL IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND AS MODIFIED BY THE COLORADO SUPPLEMENT TO THE MUTCD. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE APPROPRIATE GOVERNING AGENCY PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT FOR WORK WITHIN THE RIGHT-OF-WAY.
8. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 AT LEAST 2 BUSINESS DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH ANY AFFECTED UTILITY COMPANY.
9. THE CONTRACTOR SHALL OBTAIN COPIES OF THE "SOILS AND INVESTIGATION" REPORT FROM GEOTECHNICAL ENGINEER ALONG WITH THE "PAVEMENT THICKNESS DESIGN REPORT". THE CONTRACTOR MUST HAVE COPIES OF SAME ON THE SITE AT ALL TIMES.
10. THE CONTRACTOR IS REQUIRED TO PROVIDE AS-CONSTRUCTED HORIZONTAL AND VERTICAL CONSTRUCTION INFORMATION, INCLUDING THE LOCATIONS OF ALL SANITARY LINES AND SERVICES, WATER LINES AND SERVICES, AND OTHER UTILITY LINES AND SERVICES TO THE ENGINEER FOR PREPARATION OF AS-BUILT DOCUMENTS.
11. LIMITS OF CONSTRUCTION EASEMENTS AND RIGHTS-OF-WAY SHALL BE DELINEATED WITH TEMPORARY STAKING BY THE CONTRACTOR. SAFETY FENCING SHALL BE PER APPROPRIATE GOVERNING AGENCY.
12. WHERE EXCAVATION IS REQUIRED UNDER EXISTING ASPHALT OR CONCRETE PAVEMENT, THE EXISTING PAVEMENT SHALL BE SAW CUT IN A MANNER TO EFFECT A SMOOTH, STRAIGHT-CUT EDGE. ASPHALT PATCH SHALL BE PER APPROPRIATE GOVERNING AGENCY STANDARDS.
13. REFER TO FINAL RECORDED PLAT FOR ACTUAL LOT, TRACT, PARCEL, AND EASEMENT LOCATIONS AND DESIGNATIONS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF ALL MATERIALS WITHIN DEDICATED RIGHT-OF-WAYS AND ALL MATERIALS AND WORKMANSHIP SHALL MEET THE ROADWAY DESIGN AND CONSTRUCTION STANDARDS OF THE APPROPRIATE GOVERNING AGENCY.
15. THE CONTRACTOR SHALL PROTECT ALL ADJACENT PROPERTY TO THE PROJECT WORK SITE (SEE THE EROSION CONTROL PLAN). THE CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY (IF APPLICABLE) TO COMPLETE THE CONSTRUCTION AND SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
16. WATER WILL BE PROVIDED BY THE CONTRACTOR TO KEEP WIND EROSION IN CHECK. USE OF WATER AS A DUST PREVENTATIVE SHALL NOT BE PAID FOR SEPARATELY, BUT INCLUDED IN THE COST OF THE WORK.
17. ANY SETTLEMENT OR SOIL ACCUMULATIONS BEYOND THE PROPERTY LIMITS DUE TO GRADING OR EROSION SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR.
18. ANY CONSTRUCTION DEBRIS OR MUD TRACKING IN THE PUBLIC RIGHT-OF-WAY RESULTING FROM THIS DEVELOPMENT SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL IMMEDIATELY FIX ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY THE DEVELOPMENT AND SHALL PROPERLY BARRICADE THE SITE UNTIL CLEAN UP OR REPAIR IS COMPLETE.
19. STREET CONTOURS SHOWN AT PROPOSED STREET LOCATIONS REPRESENT FINISHED GRADE ELEVATION TO TOP OF ASPHALT.
20. COMPACTION FILL MATERIAL SHALL BE COMPACTED ACCORDING TO THE APPROPRIATE GOVERNING AGENCY REGULATIONS AND THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
21. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE SURE ALL APPROPRIATE PERMITS FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY HAVE BEEN OBTAINED PRIOR TO GRADING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL TEMPORARY WATER DIVERSION/CONTROL DEVICES AND EROSION CONTROL DEVICES NECESSARY TO PROTECT ADJACENT PROPERTIES, WATERWAYS AND PUBLIC RIGHT-OF-WAY. CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF SAID DEVICES THROUGHOUT CONSTRUCTION AND UNTIL THE PERMANENT PROTECTION NECESSARY HAS BEEN COMPLETED.
22. WHEN DURING THE COURSE OF CONSTRUCTION, ANY OBJECT OF AN UNUSUAL NATURE IS ENCOUNTERED, THE CONTRACTOR SHALL CEASE WORK IN THAT AREA AND IMMEDIATELY NOTIFY THE OWNER, APPROPRIATE GOVERNING AGENCY, AND/OR THE ARCHITECT/ENGINEER.
23. THE EXISTING UNDERGROUND UTILITIES SHOW HEREON ARE BASED UPON AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK AND FOR ANY DAMAGES WHICH OCCUR BY HIS FAILURE TO LOCATE OR PRESERVE THESE UNDERGROUND UTILITIES. IF DURING CONSTRUCTION OPERATIONS THE CONTRACTOR SHOULD ENCOUNTER UTILITIES OTHER THAN IN THOSE SHOWN ON THE PLANS, HE SHALL IMMEDIATELY NOTIFY THE ENGINEER AND TAKE NECESSARY AND PROPER STEPS TO PROTECT THE FACILITY AND ASSURE THE CONTINUANCE OF SERVICE.
24. ALL RIGHT-OF-WAY DEDICATED FOR PUBLIC USE SHALL BE CLEAR AND UNENCUMBERED.
25. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE SITE AND MAKE ALL INSPECTIONS NECESSARY IN ORDER TO DETERMINE THE FULL EXTENT OF THE WORK REQUIRED TO MAKE THE PROPOSED WORK CONFORM TO THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK, CONDITIONS, AND CONFIRMATION AND CONDITION OF EXISTING GROUND SURFACE AND THE CHARACTER OF THE EQUIPMENT AND FACILITIES NEEDED PRIOR TO AND DURING EXECUTION OF THE WORK. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE CHARACTER, QUANTITY AND QUALITY OF SURFACE AND SUBSURFACE MATERIALS OR OBSTACLES TO BE ENCOUNTERED. ANY INACCURACIES OR DISCREPANCIES BETWEEN THE DRAWINGS AND SPECIFICATIONS MUST BE BOUGHT TO THE OWNER'S ATTENTION IN ORDER TO CLARIFY THE EXACT NATURE OF THE WORK TO BE PERFORMED PRIOR TO THE COMMENCEMENT OF ANY WORK.
26. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING ROADS AND UTILITIES WHICH OCCURS AS A RESULT OF THE PROJECT CONSTRUCTION WITHIN OR CONTIGUOUS TO THE EXISTING RIGHT-OF-WAY.
27. THESE PLANS MAKE NO REPRESENTATION AS TO THE SUBSURFACE CONDITIONS AND THE PRESENCE OF SUBSURFACE WATER OR THE NEED FOR SUBSURFACE DRAINAGE FACILITIES.
28. THE CONTRACTOR IS RESPONSIBLE FOR ARRANGING ALL NECESSARY INSPECTIONS.
29. EMERGENCY VEHICLE ACCESS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION.
30. THE ENGINEER SHALL NOT HAVE CONTROL OVER OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK SHOWN ON THESE PLANS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S SCHEDULES OR FAILURE TO CARRY OUT THE WORK. THE ENGINEER IS NOT RESPONSIBLE FOR ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR THEIR AGENTS OR EMPLOYEES, OR OF ANY OTHER PERSONS PERFORMING PORTIONS OF THE WORK.
31. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DIGGING OF TEST HOLES PRIOR TO BEGINNING OF ANY CONSTRUCTION ON THE PROJECT. IF CONFLICTS ARE DISCOVERED AS A RESULT OF TEST HOLE FINDINGS, NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY.
32. ALL APPLICABLE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
33. TEMPORARY GAVELED ACCESS ROADS SHOWN HEREIN SHALL BE ALL-WEATHER SURFACED PER THE DETAILS IN THESE PLANS SUBJECT TO THE APPROVAL BY THE PROJECT GEOTECHNICAL ENGINEER.
34. UNDER NO CIRCUMSTANCES SHALL GRAVELED ACCESS BE LESS THAN 20' IN WIDTH.
35. ALL INTERSECTIONS SHALL HAVE A MINIMUM 40-FOOT RADIUS MEASURED AT THE CENTERLINE TO ACCOMMODATE TURNING MOVEMENTS.
36. WHERE A GRAVELED ACCESS MEETS A PAVED, PUBLIC STREET, A VEHICLE TRACKING PAD SHALL BE INSTALLED

CITY OF AURORA GENERAL CONSTRUCTION NOTES

1. CITY OF AURORA PLAN REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH CITY OF AURORA DESIGN CRITERIA AND THE CITY CODE. THE CITY IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, DIMENSIONS, AND ELEVATIONS WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE. THE CITY OF AURORA, THROUGH THE APPROVAL OF THIS DOCUMENT, ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS AND/OR ACCURACY OF THIS DOCUMENT.
2. ALL ROADWAY CONSTRUCTION SHALL CONFORM TO CITY OF AURORA "ROADWAY DESIGN & CONSTRUCTION SPECIFICATIONS," LATEST EDITION.
3. ALL WATER DISTRIBUTION, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL CONFORM TO CITY OF AURORA "STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE," LATEST REVISION.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THE CITY STANDARDS AND SPECIFICATIONS.
5. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC IMPROVEMENT INSPECTIONS DIVISION, 303-739-7420, 24 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION
6. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ACTUAL CONSTRUCTION. FOR INFORMATION, CONTACT UTILITY NOTIFICATION CENTER OF COLORADO, 1-800-922-1987 OR 811
7. THE CONTRACTOR SHALL HAVE ONE SIGNED COPY OF THE PLANS (APPROVED BY THE CITY OF AURORA), ONE COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS AT THE JOB SITE AT ALL TIMES, AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED AT THE JOB SITE AT ALL TIMES.
8. IT IS THE CONSULTANT'S RESPONSIBILITY TO ACCURATELY SHOW EXISTING CONDITIONS, BOTH ON-SITE, AND OFF-SITE, ON THE CONSTRUCTION PLANS. ANY MODIFICATIONS NEEDED DUE TO CONFLICTS, OMISSIONS, OR CHANGED CONDITIONS EITHER ON-SITE OR OFF-SITE, WHICH ARISE IN THE FIELD, WILL BE ENTIRELY THE DEVELOPER'S RESPONSIBILITY. THE COST TO RECTIFY ANY ADVERSE SITUATION TO MEET THE CITY STANDARDS AND SPECIFICATIONS AND THE CITY CODE SHALL BE BORNE SOLELY BY THE DEVELOPER.
9. THE OWNER/DEVELOPER MUST OBTAIN THE WRITTEN PERMISSION OF THE ADJACENT PROPERTY OWNER(S) PRIOR TO ANY OFF-SITE GRADING OR CONSTRUCTION.
10. CONCRETE SHALL NOT BE PLACED UNTIL THE FORMS HAVE BEEN INSPECTED AND A POUR SLIP ISSUED.
11. PAVING OF PUBLIC STREETS SHALL NOT START UNTIL A SOIL REPORT AND PAVEMENT DESIGN IS APPROVED BY THE CITY ENGINEER, PROOF ROLLING, AND SUBGRADE AND TRENCH COMPACTION TESTS TAKEN BY THE DEVELOPERS' S GEOTECH ARE APPROVED BY PUBLIC IMPROVEMENTS INSPECTIONS/MATERIALS LAB.
12. STANDARD CITY OF AURORA CURB RAMPS SHALL BE CONSTRUCTED AT ALL CURB RETURNS, AT ALL "T" INTERSECTIONS AND AT ALL CURBSIDE KIOSKS OR CLUSTERS, UNLESS OTHERWISE MODIFIED BY THESE PLANS.
13. ALL STATIONING IS BASED ON CENTERLINE OF ROADWAYS UNLESS OTHERWISE NOTED.
14. ALL ELEVATIONS ARE EDGE OF GRAVEL UNLESS OTHERWISE NOTED.
15. THE CITY OF AURORA SHALL NOT BE LIABLE FOR THE MAINTENANCE OF ANY OF THE INFRASTRUCTURE SHOWN HEREIN ASIDE FROM THAT SHOWN ON THE EXISTING CONDITIONS SHEET RELATING TO THE STORMWATER POND (I.E. PVC FORCEMAIN).
16. THE CONTRACTOR/DEVELOPER IS RESPONSIBLE FOR CONTACTING CDOT TO ENSURE ALL WORK ON OR ADJACENT TO STATE HIGHWAYS OR CDOT R.O.W. MEETS CDOT REQUIREMENTS
17. THE STREETLIGHT INSTALLATION COST IS FUNDED BY THE DEVELOPER/OWNER. COORDINATE THE STREETLIGHT LOCATIONS AND INSTALLATION WITH XCEL ENERGY USING THE APPROVED SITE PLANS/CIVIL PLANS THAT SHOW THE PROPOSED STREET LIGHT LOCATIONS.
18. THE OWNER/CONTRACTOR MUST OBTAIN A C.D.P.S. STORM WATER DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, IF REQUIRED.
19. THE OWNER/CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE ARMY CORP OF ENGINEERS FOR WETLAND MITIGATION OR WORK WITHIN THE WATERS OF THE U.S., IF REQUIRED. IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO PROVIDE A COPY OF THE ARMY CORP OF ENGINEER'S REQUIREMENTS TO THE CITY OF AURORA. IF THERE ARE NO REQUIREMENTS BY THE ARMY CORP OF ENGINEERS, THEN A WRITTEN NOTIFICATION FROM THE ARMY CORP OF ENGINEERS SHALL BE SUBMITTED TO THE CITY OF AURORA STATING SUCH. CITY APPROVAL OF THE CONSTRUCTION PLANS IS SUBJECT TO THE OWNER/CONTRACTOR OBTAINING A 404 PERMIT, IF APPLICABLE. A COPY OF THIS PERMIT SHALL BE SUBMITTED TO THE CITY OF AURORA PRIOR TO ANY PERMITS BEING ISSUED.
20. ALL SIGNAGE AND STRIPING SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, UNLESS OTHERWISE NOTED BY THE CITY OF AURORA.
21. PRIVATE UNDERDRAIN SYSTEMS FOR GROUNDWATER DISCHARGES FROM FOUNDATION DRAINS SHALL BE OWNED AND MAINTAINED BY THE HOA/METRO DISTRICT (NOT APPLICABLE TO THIS PROJECT).

ENGINEERS CERTIFICATION

I HEREBY AFFIRM THAT THESE FINAL CONSTRUCTION PLANS FOR VILLAGE AT CENTENNIAL WERE PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION) IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF AURORA ROADWAY DESIGN AND CONSTRUCTION STANDARDS AND OTHER APPLICABLE LOCAL AND STATE REQUIREMENTS.

CHRISTOPHER PERDUE, P.E., M.B.A.
REGISTERED PROFESSIONAL ENGINEER STATE OF COLORADO NO. 50745
STRATEGIC SITE DESIGNS, LLC



PHOTO COURTESY OF GOOGLE EARTH

VICINITY MAP

SCALE: 1" = 2,000'



PHOTO COURTESY OF NEARMAP, INC.

VICINITY MAP

SCALE: 1" = 500'

PLAN SHEET INDEX

C1.00	COVER SHEET
C2.00	EXISTING CONDITIONS & DEMO PLAN
C2.01	OVERALL SITE PLAN
C3.00	GESC / PLAN & PROFILE
C3.01	GESC / PLAN & PROFILE
C4.00	CONSTRUCTION DETAILS

GENERAL EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL REMOVE ALL SEDIMENT, MUD AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOWLINES AND PUBLIC RIGHTS-OF-WAY OF THE APPROPRIATE GOVERNING AGENCY AS A RESULT OF THIS CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
2. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION AND CONSTRUCTION OPERATIONS THAT ARE A PART OF THIS PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS A PART OF THIS PROJECT.
3. ALL DISTURBED AREAS MUST BE HYDRO-MULCHED W/ TACKIFIER AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE NOT OTHERWISE PERMANENTLY STABILIZED.
4. THE CONTRACTOR SHALL INSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT ON PUBLIC RIGHTS-OF-WAY.
5. THE USE OF REBAR, STEEL STAKES, OR STEEL FENCE POSTS TO STAKE DOWN STRAW OR HAY BALES; OR TO SUPPORT SILT FENCE USED AS AN EROSION CONTROL MEASURE; IS PROHIBITED. THE USE OF OSHA APPROVED COLORED WARNING CAPS ON REBAR OR FENCE POSTS USED WITH EROSION CONTROL MEASURES IS NOT ACCEPTABLE.
6. IF STOCKPILES ARE LOCATED WITHIN 100 FEET OF A DRAINAGE WAY, ADDITIONAL SEDIMENT CONTROLS SUCH AS TEMPORARY DIKES OR SILT FENCE SHALL BE REQUIRED.
7. APPROVED EROSION AND SEDIMENT CONTROL "BEST MANAGEMENT PRACTICES" SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THE PROJECT. AT A MINIMUM, THE CONTRACTOR OR HIS AGENT SHALL INSPECT ALL BMP'S WEEKLY AND AFTER SIGNIFICANT PRECIPITATION EVENTS. ALL NECESSARY MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. ACCUMULATED SEDIMENT AND DEBRIS SHALL BE REMOVED FROM A BMP WHEN THE SEDIMENT LEVEL REACHES ONE HALF THE HEIGHT OF THE BMP OR, AT ANY TIME THAT SEDIMENT OR DEBRIS ADVERSELY IMPACTS THE FUNCTION OF THE BMP. A BUILDUP OF EXCESSIVE SEDIMENT OCCURRING IN FLAT AREAS, BEHIND STRAW BALES, AND BEHIND SILT FENCES WILL BE REMOVED PROMPTLY. DISLOCATED STRAW BALES AND COLLAPSED OR TORN SILT FENCES WILL BE IMMEDIATELY REPAIRED.
8. THE CLEANING OF CEMENT TRUCK DELIVERY CHUTES SHALL OCCUR IN A PREDEFINED CONTAINMENT AREA. THE DISCHARGE OF WATER CONTAINING CEMENT TO THE STORM SEWER SYSTEM IS PROHIBITED.
9. EROSION BALES SHALL BE PLACED SUCH THAT RUNOFF WILL NOT FLOW BETWEEN, AROUND OR UNDER BALES. BALES TO BE ANCHORED WITH 2" X 2" X 3' WOODEN STAKES OR TWO PER BALE.
10. WHEN TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE REMOVED, ANY SILT AND SEDIMENT DEPOSITS SHALL BE REMOVED AND SPREAD EVENLY IN OPEN AREAS.
11. BEST MANAGEMENT PRACTICES (BMP) DETAILS SHOWN ON THESE PLANS ARE CONCEPTUAL ONLY. ADJUST AS NECESSARY TO FIT FIELD CONDITIONS.
12. TEMPORARY SEDIMENT BASINS SHALL BE USED DURING CONSTRUCTION TO CONTAIN ALL RUNOFF FROM THE SITE. IF TRENCH DEWATERING OR GROUND WATER REMOVAL IS REQUIRED, THE SEDIMENT POND OR OTHER APPROVED MEANS SHALL BE USED TO DETAIN ALL WATER PUMPED BY THESE OPERATIONS.
13. THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF CONSTRUCTION, GRADING AND LANDSCAPING, INCLUDING THE NAME AND 24 HOUR PHONE NUMBER OF THE RESPONSIBLE PARTY TO CONTACT REGARDING ANY EROSION OR SEDIMENT PROBLEM TO THE APPROPRIATE GOVERNING AGENCY PRIOR TO BEGINNING ANY CONSTRUCTION.
14. EROSION CONTROL MEASURES TO BE COORDINATED WITH CONSTRUCTION MANAGER.
15. EROSION AND SEDIMENT CONTROL SHALL BE INSTALLED IN ACCORDANCE WITH REGULATIONS OF THE APPROPRIATE GOVERNING AGENCY.

PROJECT TEAM

OWNER: **PETRO OPERATING COMPANY, LLC**
9033 E EASTER PLACE, SUITE 112
CENTENNIAL, CO 80112-2105
ATTENTION: ROGER PARKER
(303) 475-5640

ENGINEER: **STRATEGIC SITE DESIGNS, LLC**
88 INVERNESS CIRCLE EAST, SUITE E101
ENGLEWOOD, CO 80112
ATTENTION: CHRISTOPHER PERDUE
(720) 206-6931

CONTRACTOR: **TBD**

BENCHMARK

CHISELED "X" CUT ON TOP WEST END OF CONCRETE HEAD WALL OF AN IRRIGATION STRUCTURE VERTICAL DATUM = "NAVD 88"

NOTE: COORDINATE VALUES ARE THAT OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/92. TO CONVERT TO GROUND, SCALE ABOUT POINT 0,0 AT A COMBINED FACTOR OF 1.0002705332

NORTHING	EASTING	ELEVATION
PROJ BM 1284618.46	3188886.75	4877.56

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, T.2N., R.66W., BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS 25937, 1996" AT BOTH ENDS, AS BEARING NORTH 89°38'15" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/92, A DISTANCE OF 2793.63 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

BENCHMARK AND BASIS OF BEARING INFORMAITON WAS TAKEN FROM THE ALTA/ACSM LAND TITLE SURVEY PREPARED FOR LG EVERIST, INC. DATED 8/25/2015 PERFORMED BY KING SURVEYORS. SSD CONTRACTED WITH INTEGRITY EPC TO PERFORM A DESIGN SURVEY IN JULY 2018. ALL ELEVATIONS INFORMATION CONTAINED HEREIN IS A RESULT OF THAT SURVEY. ANY CONSTRUCTION STAKEOUT ACTIVITIES SHOULD CONTACT INTEGRITY EPC AND REQUEST ADDITIONAL CONTROL INFORMATION BEFORE PERFORMING ANY FIELD WORK.

APPROVED ONE YEAR FROM THIS DATE

CITY ENGINEER **DATE**

WATER DEPARTMENT **DATE**

ENGINEER IN CHARGE:

COLORADO LICENSED
CHRISTOPHER PERDUE
50745
PROFESSIONAL ENGINEER

08/19/2020

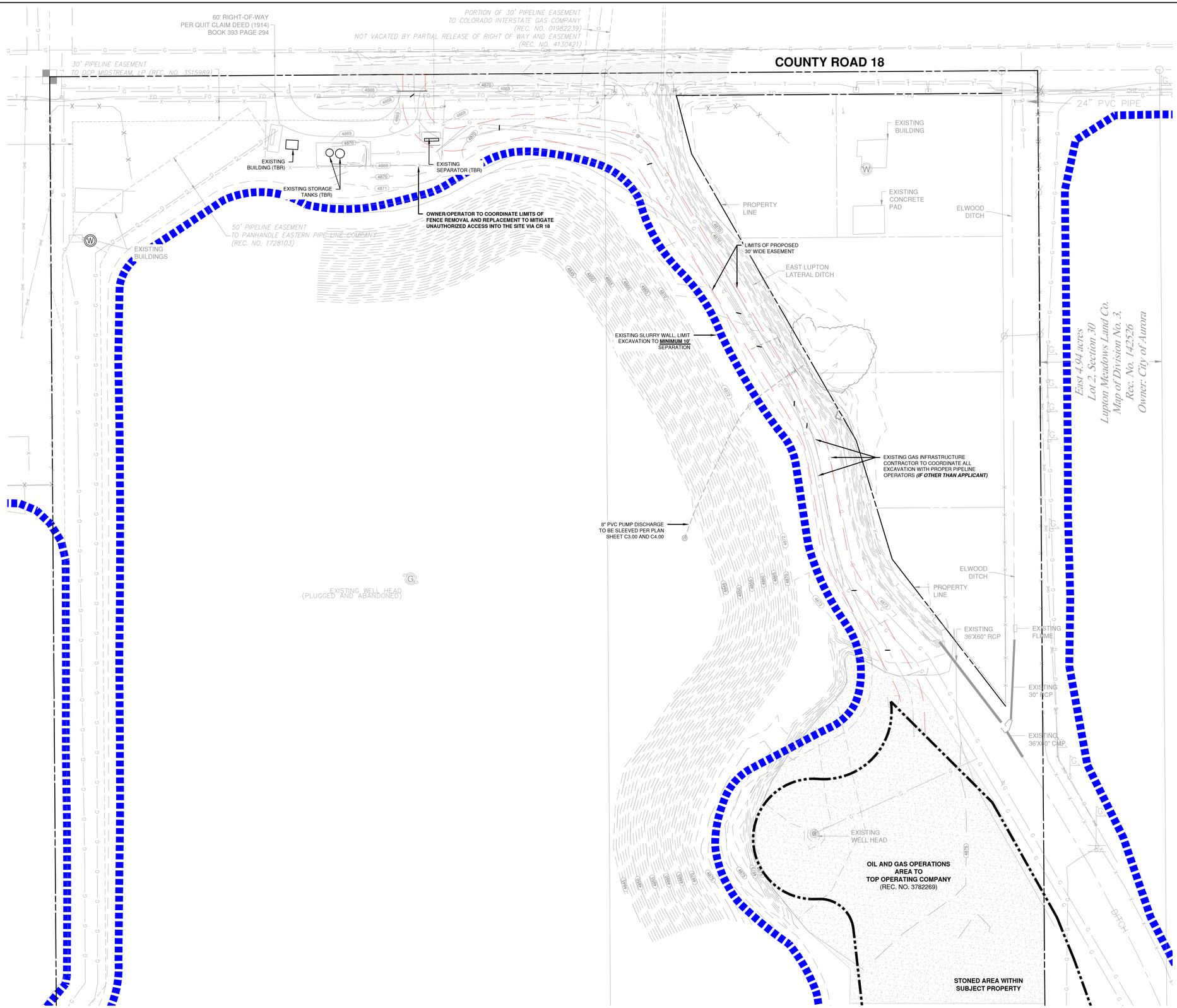
CONTACT INFORMATION
88 INVERNESS CIRCLE EAST, SUITE E-101
ENGLEWOOD, CO 80112
STRATEGIC SITE DESIGNS (720) 206-6931 CPERDUE@STRATEGICSITEDESIGNS.COM
ATTENTION: CHRISTOPHER PERDUE, P.E., M.B.A.

L.G. EVERIST WELL PAD
ACCESS ROAD
FORT LUPTON, CO
WELD COUNTY

COVER SHEET

REV	DESCRIPTION	BY	DATE

JOB NO: 2045-001
ORIGINAL ISSUE: 08/14/2020
DESIGN BY: MDC
CHECKED BY: CLP
SCALE: VARIES
SHEET NUMBER
C1.00



EXISTING CONDITIONS AND DEMOLITION PLAN

SCALE: 1" = 60'

CIVIL CONSTRUCTION PLAN LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- RIGHT OF WAY
- CENTERLINE
- FLOOD PLAIN
- LIMITS OF CONSTRUCTION
- LIMITS OF DISTURBANCE
- SWALE / STREAM FLOWLINE
- FENCE LINE
- EASEMENT
- O & G WELL
- WATER WELL
- MAJOR CONTOUR EXISTING
- MINOR CONTOUR EXISTING
- PROPOSED CONTOUR EXISTING
- PROPOSED CONTOUR EXISTING
- WATER LINE
- STORM SEWER PIPE
- UNDERGROUND GAS LINE
- OVERHEAD ELECTRIC
- UTILITY POLE
- STREET LIGHT
- FIBER OPTIC SERVICE
- UNDERGROUND TELEPHONE LINE

LEGEND NOTES

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2. ADDITIONAL LEGENDS AND NOTES MAY BE FOUND ON OTHER SHEETS ASSOCIATED WITH THIS PLAN. THESE LEGENDS AND NOTES ARE TO BE REFERENCED IN ADDITION TO THIS STANDARD SHEET.

TBR = TO BE REMOVED

BENCHMARK

CHISELED "X" CUT ON TOP WEST END OF CONCRETE HEAD WALL OF AN IRRIGATION STRUCTURE VERTICAL DATUM = "NAVD 88"

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APPROVED ONE YEAR FROM THIS DATE

CITY ENGINEER _____ DATE _____

WATER DEPARTMENT _____ DATE _____

ENGINEER IN CHARGE:

COLORADO LICENSED
CHRISTOPHER L. PERDUE
37745
PROFESSIONAL ENGINEER

08/19/2020

CONTACT INFORMATION
88 INVERNESS CIRCLE EAST, SUITE E-101
ENGLEWOOD, CO 80112
(720) 206-6931
CPERDUE@STRATEGICSITEDESIGNS.COM
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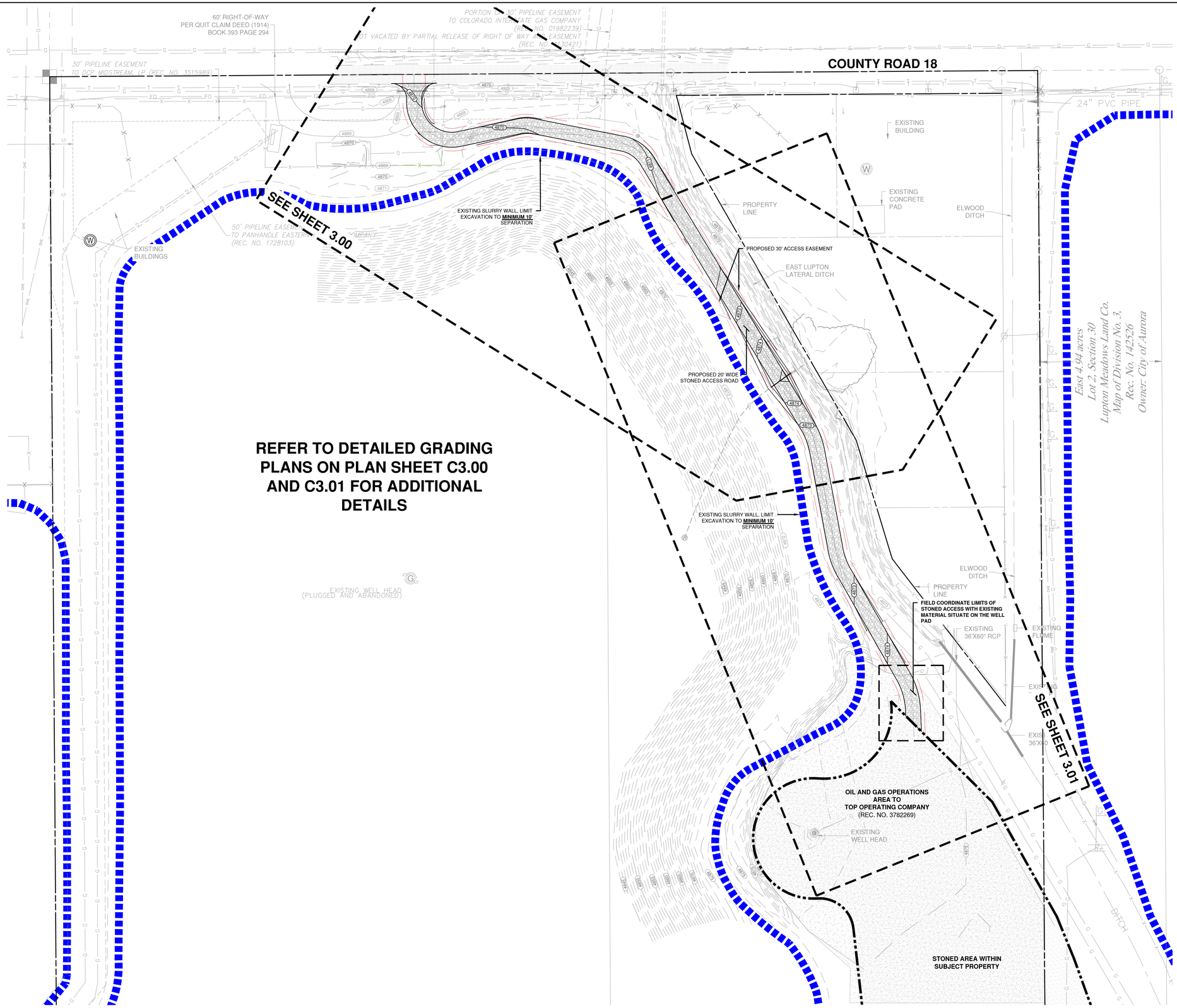
STRATEGIC SITE DESIGNS

L.G. EVERIST WELL PAD
ACCESS ROAD
FORT LUPTON, CO
WELD COUNTY

EXISTING CONDITIONS & DEMO PLAN

REV	DESCRIPTION	BY	DATE

JOB NO: 2045-001
ORIGINAL ISSUE: 08/14/2020
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CHECKED BY: CLP
SCALE: 1"=60'
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C2.00



OVERALL SITE PLAN

SCALE: 1" = 60'

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APPROVED ONE YEAR FROM THIS DATE

CITY ENGINEER — DATE

WATER DEPARTMENT — DATE

ENGINEER IN CHARGE:

COLORADO LICENSED PROFESSIONAL ENGINEER
CHRISTOPHER L. PERDUE
37745
08/19/2020

CONTACT INFORMATION
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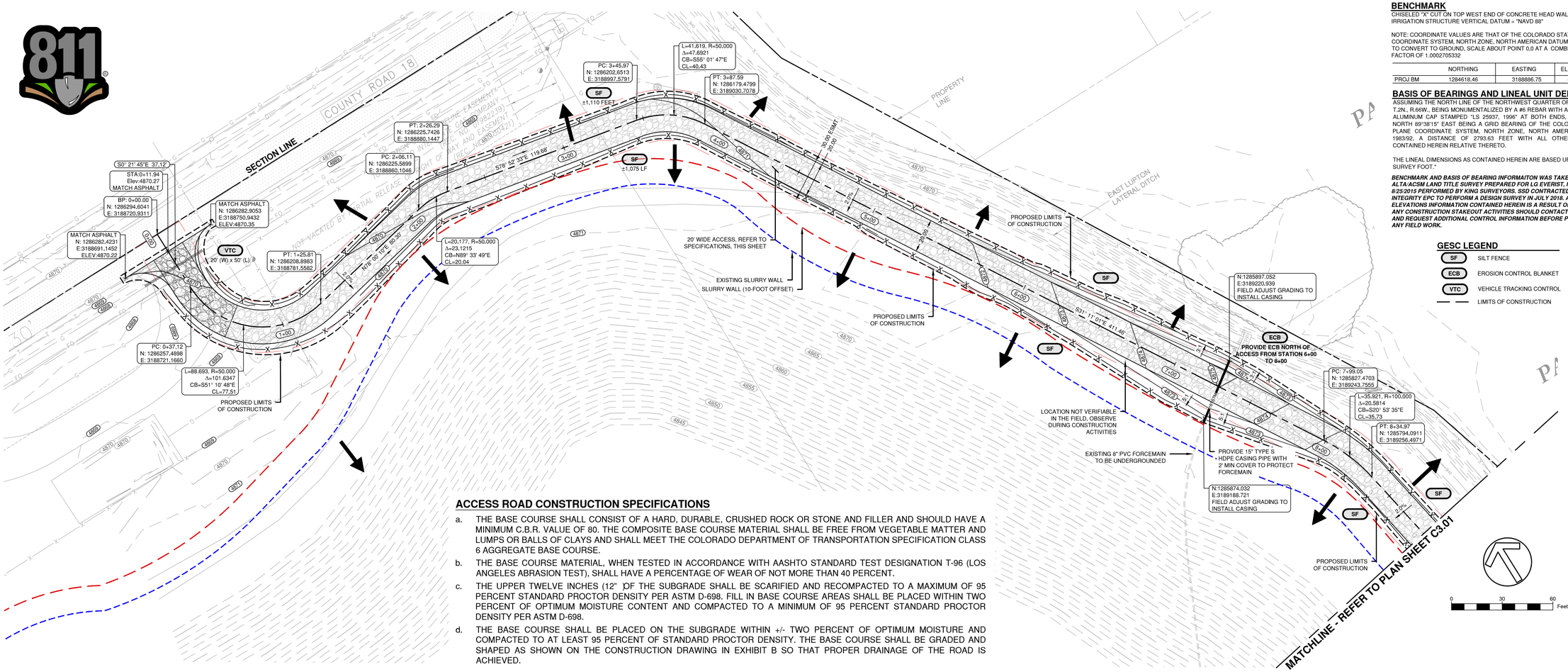
L.G. EVERIST WELL PAD ACCESS ROAD

FORT LUPTON, CO
WELD COUNTY

OVERALL SITE PLAN

REV	DESCRIPTION	BY	DATE

JOB NO: 2045-001
ORIGINAL ISSUE: 08/14/2020
DESIGN BY: MDC
CHECKED BY: CLP
SCALE: 1"=60'
SHEET NUMBER
C2.01



ACCESS ROAD CONSTRUCTION SPECIFICATIONS

a. THE BASE COURSE SHALL CONSIST OF A HARD, DURABLE, CRUSHED ROCK OR STONE AND FILLER AND SHOULD HAVE A MINIMUM C.B.R. VALUE OF 80. THE COMPOSITE BASE COURSE MATERIAL SHALL BE FREE FROM VEGETABLE MATTER AND LUMPS OR BALLS OF CLAYS AND SHALL MEET THE COLORADO DEPARTMENT OF TRANSPORTATION SPECIFICATION CLASS 6 AGGREGATE BASE COURSE.

b. THE BASE COURSE MATERIAL, WHEN TESTED IN ACCORDANCE WITH AASHTO STANDARD TEST DESIGNATION T-96 (LOS ANGELES ABRASION TEST), SHALL HAVE A PERCENTAGE OF WEAR OF NOT MORE THAN 40 PERCENT.

c. THE UPPER TWELVE INCHES (12") OF THE SUBGRADE SHALL BE SCARIFIED AND RECOMPACTED TO A MAXIMUM OF 95 PERCENT STANDARD PROCTOR DENSITY PER ASTM D-698. FILL IN BASE COURSE AREAS SHALL BE PLACED WITHIN TWO PERCENT OF OPTIMUM MOISTURE CONTENT AND COMPACTED TO A MINIMUM OF 95 PERCENT STANDARD PROCTOR DENSITY PER ASTM D-698.

d. THE BASE COURSE SHALL BE PLACED ON THE SUBGRADE WITHIN +/- TWO PERCENT OF OPTIMUM MOISTURE AND COMPACTED TO AT LEAST 95 PERCENT OF STANDARD PROCTOR DENSITY. THE BASE COURSE SHALL BE GRADED AND SHAPED AS SHOWN ON THE CONSTRUCTION DRAWING IN EXHIBIT B SO THAT PROPER DRAINAGE OF THE ROAD IS ACHIEVED.

BENCHMARK

CHISELED "X" CUT ON TOP WEST END OF CONCRETE HEAD WALL OF AN IRRIGATION STRUCTURE VERTICAL DATUM = "NAVD 88"

NOTE: COORDINATE VALUES ARE THAT OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/92, TO CONVERT TO GROUND, SCALE ABOUT POINT 0,0 AT A COMBINED FACTOR OF 1.0002705332

	NORTHING	EASTING	ELEVATION
PROJ BM	1284618.46	3188886.75	4877.56

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

ASSUMING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, T.2N., R.66W., BEING MONUMENTALIZED BY A #6 REBAR WITH A 2" DIAMETER ALUMINUM CAP STAMPED "LS 25937, 1996" AT BOTH ENDS, AS BEARING NORTH 89°38'15" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/92, A DISTANCE OF 2793.63 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

BENCHMARK AND BASIS OF BEARING INFORMAITON WAS TAKEN FROM THE ALTA/ACSM LAND TITLE SURVEY PREPARED FOR LG EVERIST, INC. DATED 8/25/2015 PERFORMED BY KING SURVEYORS. SSD CONTRACTED WITH INTEGRITY EPC TO PERFORM A DESIGN SURVEY IN JULY 2018. ALL ELEVATIONS INFORMATION CONTAINED HEREIN IS A RESULT OF THAT SURVEY. ANY CONSTRUCTION STAKEOUT ACTIVITIES SHOULD CONTACT INTEGRITY EPC AND REQUEST ADDITIONAL CONTROL INFORMATION BEFORE PERFORMING ANY FIELD WORK.

GESC LEGEND

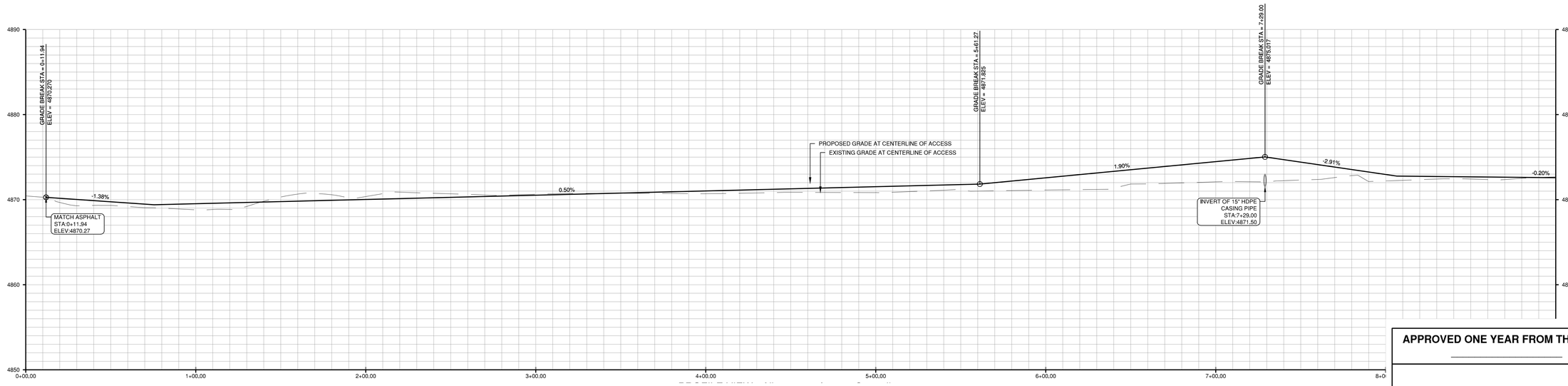
- SF — SILT FENCE
- ECB — EROSION CONTROL BLANKET
- VTC — VEHICLE TRACKING CONTROL
- — — LIMITS OF CONSTRUCTION

ACCESS ROAD - PLAN VIEW

SCALE: 1" = 30'

ACCESS ROAD - PROFILE VIEW

SCALE: 1" = 30' (H), 1" = 6' (V)



APPROVED ONE YEAR FROM THIS DATE

CITY ENGINEER — DATE

WATER DEPARTMENT — DATE

ENGINEER IN CHARGE:

COLORADO LICENSED PROFESSIONAL ENGINEER 37745 CHRISTOPHER L. PERDUE

08/19/2020

CONTACT INFORMATION
88 INVERNESS CIRCLE EAST, SUITE E-101
ENGLEWOOD, CO 80112
(720) 206-6931
CPERDUE@STRATEGICSITEDESIGNS.COM
ATTENTION: CHRISTOPHER PERDUE, P.E., M.B.A.

STRATEGIC SITE DESIGNS

L.G. EVERIST WELL PAD ACCESS ROAD

FORT LUPTON, CO
WELD COUNTY

GESC / PLAN & PROFILE

REV	DESCRIPTION	BY	DATE

JOB NO: 2045-001
ORIGINAL ISSUE: 08/14/2020
DESIGN BY: MDC
CHECKED BY: CLP
SCALE: VARIES
SHEET NUMBER
C3.00

BENCHMARK

CHISELED "X" CUT ON TOP WEST END OF CONCRETE HEAD WALL OF AN IRRIGATION STRUCTURE VERTICAL DATUM = "NAVD 88"

NOTE: COORDINATE VALUES ARE THAT OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/92. TO CONVERT TO GROUND, SCALE ABOUT POINT 0,0 AT A COMBINED FACTOR OF 1.0002705332

	NORTHING	EASTING	ELEVATION
PROJ BM	1284618.46	3188886.75	4877.56

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

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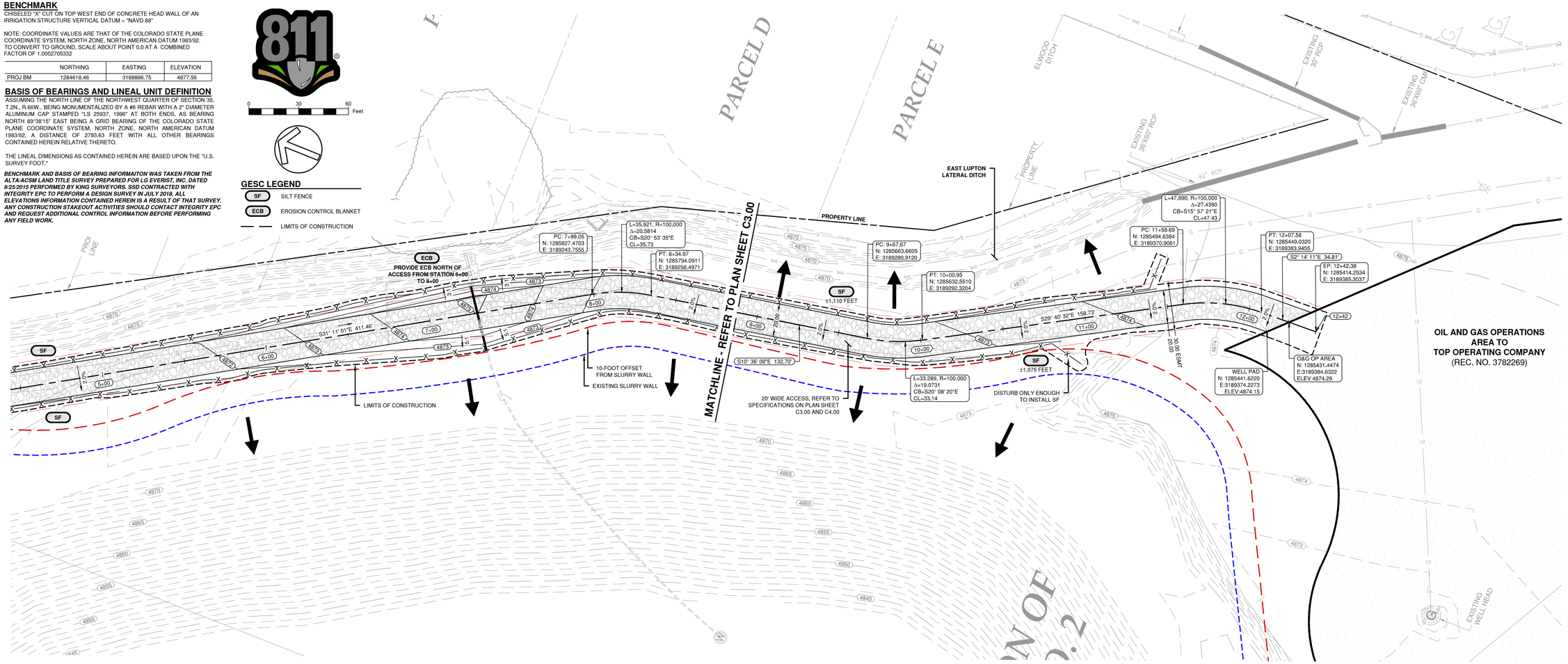
THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

BENCHMARK AND BASIS OF BEARING INFORMAITON WAS TAKEN FROM THE ALTA/ACSM LAND TITLE SURVEY PREPARED FOR LG EVERIST, INC. DATED 8/25/2015 PERFORMED BY KING SURVEYORS. SSD CONTRACTED WITH INTEGRITY EPC TO PERFORM A DESIGN SURVEY IN JULY 2018. ALL ELEVATIONS INFORMATION CONTAINED HEREIN IS A RESULT OF THAT SURVEY. ANY CONSTRUCTION STAKEOUT ACTIVITIES SHOULD CONTACT INTEGRITY EPC AND REQUEST ADDITIONAL CONTROL INFORMATION BEFORE PERFORMING ANY FIELD WORK.

0 30 60 Feet

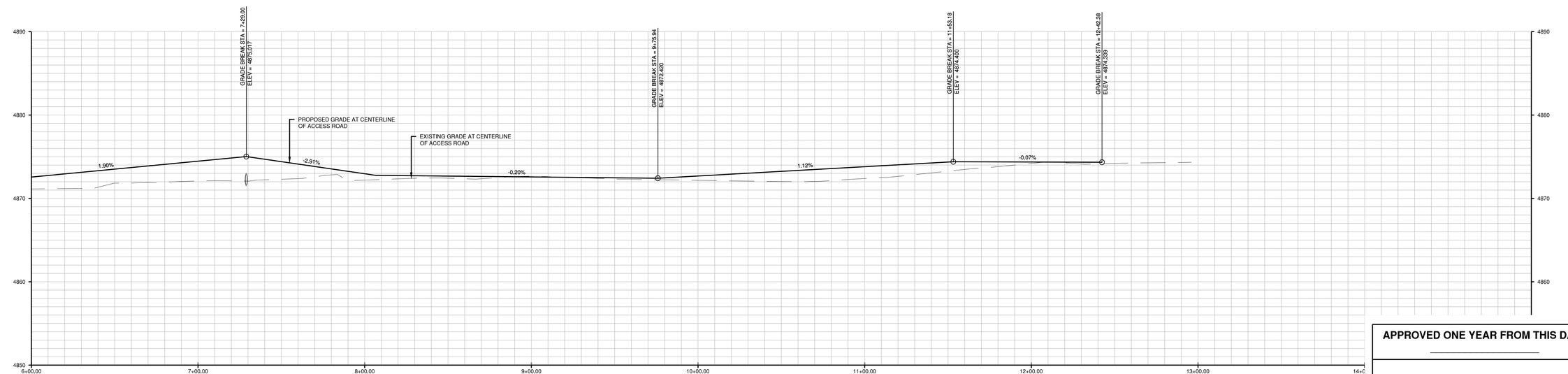
GESC LEGEND

- SF — SILT FENCE
- ECB — EROSION CONTROL BLANKET
- LIMITS OF CONSTRUCTION



ACCESS ROAD - PLAN VIEW

SCALE: 1" = 30'



ACCESS ROAD - PROFILE VIEW

SCALE: 1" = 30' (H), 1" = 6' (V)

APPROVED ONE YEAR FROM THIS DATE

CITY ENGINEER — DATE

WATER DEPARTMENT — DATE

ENGINEER IN CHARGE:

COLORADO LICENSED — CHRISTOPHER D. PERDUE — 37745 — PROFESSIONAL ENGINEER

08/19/2020

CONTACT INFORMATION
88 INVERNESS CIRCLE EAST, SUITE E-101
ENGLEWOOD, CO 80112
STRATEGIC SITE DESIGNS (720) 206-6931
CPERDUE@STRATEGICSITEDESIGNS.COM
ATTENTION: CHRISTOPHER PERDUE, P.E., M.B.A.

L.G. EVERIST WELL PAD ACCESS ROAD

FORT LUPTON, CO
WELD COUNTY

GESC / PLAN & PROFILE

REV	DESCRIPTION	DATE

JOB NO:	2045-001
ORIGINAL ISSUE:	08/14/2020
DESIGN BY:	MDC
CHECKED BY:	CLP
SCALE:	VARIES
SHEET NUMBER	C3.01

ADS N-12® PLAIN END PIPE (PER AASHTO) SPECIFICATION

Scope
This specification describes 4- through 60-inch (100 to 1500 mm) ADS N-12 plain end pipe (per AASHTO) for use in gravity-flow land drainage applications.

Pipe Requirements
ADS N-12 plain end pipe (per AASHTO) shall have a smooth interior and annular exterior corrugations.

- 4- through 10-inch (100 to 250 mm) pipe shall meet AASHTO M252, Type S or SP.
- 12- through 60-inch (300 to 1500 mm) pipe shall meet AASHTO M294, Type S or SP, or ASTM F2306.
- Manning's "n" value for use in design shall be 0.012.

Joint Performance
Pipe shall be joined with coupling bands covering at least two full corrugations on each end of the pipe. Standard connections shall meet or exceed the soil-tight requirements of AASHTO M252, AASHTO M294, or ASTM F2306.

Gasketed connections shall incorporate a closed-cell synthetic expanded rubber gasket meeting the requirements of ASTM D1056 Grade 2A2. Gaskets, when applicable, shall be installed by the pipe manufacturer.

Fittings
Fittings shall conform to AASHTO M252, AASHTO M294, or ASTM F2306.

Material Properties
Material for pipe and fitting production shall be high density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch (100 to 250 mm) diameters, and 435400C for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The 12- through 60-inch (300 to 1500mm) pipe material shall comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306 respectively.

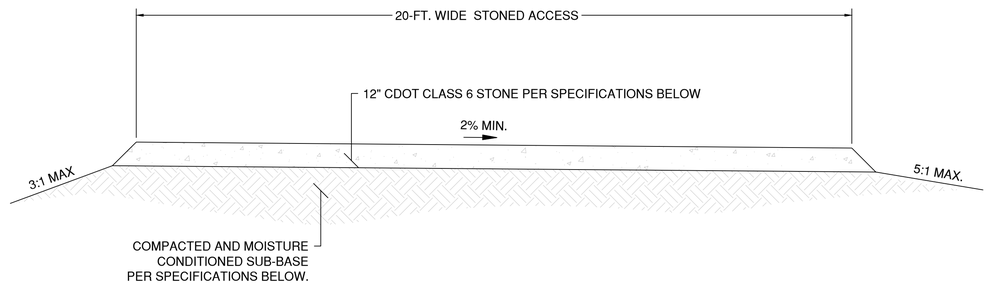
Installation
Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60-inch (1500 mm) diameter the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), Class 2 (minimum 90% SPD) or Class 3 (minimum 95%) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.01. Contact your local ADS representative or visit our website at www.ads-pipe.com for a copy of the latest installation guidelines.

Pipe Dimensions

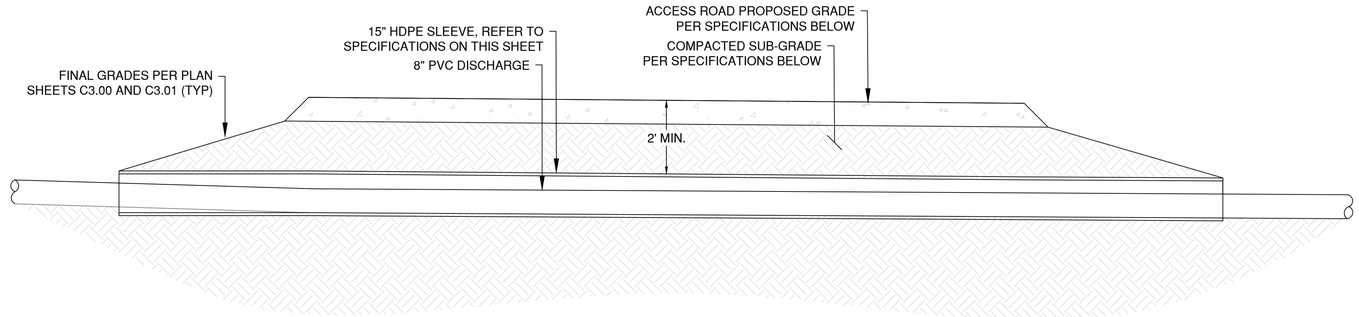
	Nominal Diameter, in (mm)												
Pipe I.D. in (mm)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D.* in (mm)	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)

*Pipe O.D. values are provided for reference purposes only, values stated for 12 through 60-inch are ±1 inch. Contact a sales representative for exact values
**All diameters available with or without perforations.

HDPE SLEEVE SPECIFICATIONS
SCALE: N.T.S.



TYPICAL GRAVELED ACCESS ROADWAY SECTION
SCALE: N.T.S.



WATERLINE CROSSING - SECTION DETAIL
SCALE: N.T.S.

ACCESS ROAD CONSTRUCTION SPECIFICATIONS

a. THE BASE COURSE SHALL CONSIST OF A HARD, DURABLE, CRUSHED ROCK OR STONE AND FILLER AND SHOULD HAVE A MINIMUM C.B.R. VALUE OF 80. THE COMPOSITE BASE COURSE MATERIAL SHALL BE FREE FROM VEGETABLE MATTER AND LUMPS OR BALLS OF CLAYS AND SHALL MEET THE COLORADO DEPARTMENT OF TRANSPORTATION SPECIFICATION CLASS 6 AGGREGATE BASE COURSE.

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ENGINEER IN CHARGE:

COLORADO LICENSED
CHRISTOPHER L. PERDUE
37745
PROFESSIONAL ENGINEER
08/19/2020

CONTACT INFORMATION
88 INVERNESS CIRCLE EAST, SUITE E-101
ENGLEWOOD, CO 80112
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ATTENTION: CHRISTOPHER PERDUE, P.E., M.B.A.

STRATEGIC SITE DESIGNS

L.G. EVERIST WELL PAD
ACCESS ROAD
FORT LUPTON, CO
WELD COUNTY

CONSTRUCTION DETAILS

REV	DESCRIPTION	BY	DATE

APPROVED ONE YEAR FROM THIS DATE

CITY ENGINEER DATE

WATER DEPARTMENT DATE

JOB NO: 2045-001
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DESIGN BY: MDC
CHECKED BY: CLP
SCALE: N.T.S.
SHEET NUMBER
C4.00

Petro Road Easement Everist FINAL 11.10.2020

Final Audit Report 2020-12-08

Created:	2020-12-04
By:	Lyle Whitney (gwhitney@auroragov.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6Iz7ibNGbMNeVDw8n0J4bK_6Z3Xd8o1J

"Petro Road Easement Everist FINAL 11.10.2020" History

Document created by Lyle Whitney (gwhitney@auroragov.org)
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Document emailed to Austin Hamre (ahamre@hrodlaw.com) for signature
2020-12-04 - 3:33:54 PM GMT

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2020-12-04 - 5:50:15 PM GMT- IP address: 205.169.56.10

Document e-signed by Austin Hamre (ahamre@hrodlaw.com)
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Document e-signed by Marshall Brown (mbrown@auroragov.org)

Signature Date: 2020-12-08 - 3:22:49 PM GMT - Time Source: server- IP address: 184.96.174.188

Agreement completed.

2020-12-08 - 3:22:49 PM GMT

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement ("TCE"), dated the _____ day of _____, 2020, is made by the City of Aurora, Colorado, a municipal corporation, of the Counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, (hereinafter referred to as "Grantor", whether one or more), for the use of Petro Operating Company, LLC, a Colorado limited liability company, with offices at 9033 East Easter Place, Suite 112, Centennial, Colorado 80112, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, in consideration of which Grantor hereby grants unto said Grantee, its agents, employees, contractors, subcontractors, and invitees, access, to the extent necessary to carry out the Construction Work (defined below), together with a construction easement in, over, through, along, and across the following described parcels of land, situated in the County of Weld, State of Colorado, to wit:

> See Exhibit A ("Pad TCE") and Exhibit B ("Pipeline TCE") wherein the description is more fully set forth. Said Exhibits A and B are attached hereto and incorporated herein by reference ("Premises").

Together with the right of ingress and egress over said Premises, a staging and stockpiling area, to survey, construct, reconstruct, and remove objects or structures therefrom if necessary for occupancy of the Premises in order to install wellheads and pertinent structures for the operation of oil and gas extraction within the Oil and Gas Operating Area (OGOA) as defined in the Surface Use Agreement recorded in Weld County, Colorado at Reception No. 3782269 ("Construction Work"), as well as a road to access the OGOA and pipelines to remove oil and gas from the OGOA.

The term of the grant of said access and construction easement shall be for a period of twenty-four (24) months ("Term"), commencing with the date of the notarization of the signature. In any event, the herein-described grant of easement shall expire no later than December 31, 2022. Before the commencement of the designated period, the Grantor(s) hereby also grant(s) unto said Grantee, access and entry to such property. Such access and entry will be granted for the purposes including, but not limited to, surveying, delivering of construction materials, or any other activity reasonably necessitated by the Construction Work. Grantee shall be allowed to have reasonable access to and/or entry upon the Premises at reasonable intervals to conduct the Construction Work.

This grant of easement is also subject to the following:

1. Within the Pad TCE, Grantee shall maintain a minimum distance of ten (10) feet from the outside edge of the slurry wall by installing a temporary concrete barrier to permanently mark the boundary of the TCE and to prevent vehicles from accidentally driving over the slurry wall. No excavating shall be permitted.

2. Within the Pipeline TCE, Grantee shall maintain a minimum distance of ten (10) feet from the outside edge of the slurry wall by installing a temporary concrete barrier to permanently mark the boundary of the TCE and to prevent vehicles from accidentally driving over the slurry wall. Any excavating that may need to be performed shall be no closer than twenty-five (25) feet to the outer edge of the slurry wall. If excavation needs to occur within the twenty-five (25) foot offset, prior written permission must be obtained from the Grantor.

3. Any damage caused to the slurry wall by the Grantee shall be repaired at Grantee's cost using the high clay content soils specified below:

Sieve Size	Percent Passing
5-in	100
No. 4	40 - 100
No. 200	30 - 80

Minimum plasticity index (PI) of 12
Maximum liquid limit (LL) of 50

Upon the lapse of said Term, this access and construction easement, together with the right, privilege and authority to construct, reconstruct, operate or maintain fixtures, devices or structures upon the Premises, herein granted is terminated, and the Grantor(s), their heirs, successors and assigns shall thereupon be restored to its first and former estate, free and clear of any grant or easement herein contained or any right or privilege attaching to the herein-described grant of easement. After this date, all covenants contained within the herein-described grant of easement are released and the property shall be considered free and clear of any restriction or any right or privilege attaching to the herein-described grant of easement.

Grantee shall restore, or cause to be restored, the Premises and any improvements thereon to the condition which existed immediately prior to Grantee's occupancy of the Premises, as closely as practicable.

GRANTEE:

PETRO OPERATING COMPANY, LLC
a Colorado limited liability company

Roger A. Parker
By: (Print Name)

Manager
Its: (Title)

STATE OF COLORADO)
) ss.
COUNTY OF)
ARAPAHOE

The foregoing instrument was acknowledged before me this 1st day of December, 2020, by Roger A. Parker, as Grantee.

Witness my hand and official seal

Toni Serra
Notary Public

My commission expires: 01-27-2021

(SEAL)

TONI SERRA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094001459
MY COMMISSION EXPIRES JANUARY 27, 2021

TCE 9.22.2020

GRANTOR:

_____
Mike Coffman, Mayor

_____
City Clerk

_____
Print

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Mike Coffman, as Mayor of the City of Aurora.

Witness my hand and official seal

My commission expires:

(SEAL)

APPROVED AS TO FORM:

Austin Hamre
Austin Hamre (Dec 4, 2020 10:47 MST) Dec 4, 2020

Austin Hamre
Hamre Rodriguez Ostrander & Dingess, P.C.
Special Water Counsel

APPROVED AS TO FORM:

Michelle Gardner Dec 4, 2020

Michelle Gardner, Sr. Asst. City Attorney

REVIEWED:

Dec 4, 2020

Marshall P. Brown, General Manager
Aurora Water

REVIEWED:

Thomas Clark Dec 4, 2020

Thomas Clark, Sr. Real Estate Specialist
for Hector Reynoso, Manager Real Property Services

TCE 9.22.2020

Exhibit "A"

PROPERTY DESCRIPTION

A parcel of land for easement purposes, being a portion of Lot 2 of the Lupton Meadows Land Company Map of Division No. 3, recorded June 12, 1909 at Reception Number 142526 of the Records of Weld County, situate in the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 30 as monumented by a #6 rebar with a 2" aluminum cap stamped LS 25937 and assuming the North line of the Northwest Quarter of said Section 30 as monumented on the East end by a #6 rebar with a 2" aluminum cap stamped LS 25937 as bearing North 89°38'15" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2793.63 feet with all other bearings contained herein being relative thereto;

THENCE South 00°24'27" East along the West line of the North Half of the Northwest Quarter of said Section 30 a distance of 1333.59 feet to the South line of the North Half of the Northwest Quarter of said Section 30;
THENCE North 89°27'40" East along the South line of the North Half of the Northwest Quarter of said Section 30 a distance of 1079.92 feet to the Southwest Corner of that Oil and Gas Lease Area described in Surface Use Agreement recorded July 26, 2011 at Reception No. 3782269 of the Records of Weld County and to the **POINT OF BEGINNING**;

Thence along the West line of said Oil and Gas Lease Area by the following Four (4) courses and distances:

THENCE North 06°25'53" West a distance of 192.31 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 68.68 feet, said curve has a Radius of 45.00 feet, a Delta of 87°26'36" and is subtended by a Chord bearing North 50°09'11" West a distance of 62.20 feet to a Point of Reverse Curvature;
THENCE along the arc of a curve concave to the East a distance of 263.31 feet, said curve has a Radius of 80.00 feet, a Delta of 188°34'53" and is subtended by a Chord bearing North 00°24'58" East a distance of 159.55 feet to a Point of Reverse Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 161.82 feet, said curve has a Radius of 90.00 feet, a Delta of 103°00'58" and is subtended by a Chord bearing North 43°11'55" East a distance of 140.89 feet to the end point of said curve;
THENCE North 45°09'58" West non-tangent from the aforesaid curve a distance of 48.88 feet;
THENCE South 03°28'44" East a distance of 3.19 feet;
THENCE South 06°41'59" West a distance of 14.32 feet;
THENCE South 18°25'27" West a distance of 27.46 feet;
THENCE South 32°27'39" West a distance of 22.21 feet;
THENCE South 56°03'36" West a distance of 26.79 feet;
THENCE South 63°53'04" West a distance of 40.86 feet;
THENCE South 61°59'33" West a distance of 64.46 feet;
THENCE South 59°40'45" West a distance of 25.60 feet;
THENCE South 42°52'07" West a distance of 18.15 feet;
THENCE South 29°51'54" West a distance of 17.50 feet;
THENCE South 18°25'28" West a distance of 19.12 feet;
THENCE South 12°41'20" West a distance of 24.85 feet;
THENCE South 01°08'08" West a distance of 16.64 feet;
THENCE South 04°10'13" East a distance of 17.96 feet;
THENCE South 21°48'41" East a distance of 27.14 feet;
THENCE South 28°18'41" East a distance of 24.71 feet;
THENCE South 45°00'36" East a distance of 26.51 feet;
THENCE South 47°16'17" East a distance of 37.75 feet;



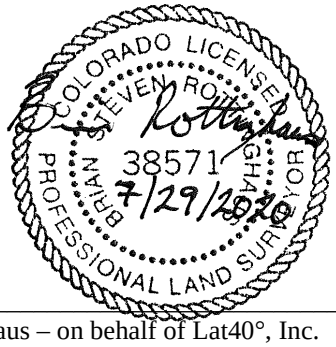
THENCE South 58°54'47" East a distance of 27.93 feet;
THENCE South 33°03'30" East a distance of 38.00 feet;
THENCE South 35°00'07" East a distance of 18.81 feet;
THENCE South 20°16'03" East a distance of 34.68 feet;
THENCE South 09°22'47" East a distance of 74.69 feet;
THENCE South 05°52'35" East a distance of 25.29 feet to the South line of the North Half of the Northwest Quarter of said Section 30;
THENCE North 89°27'40" East along said South line a distance of 47.44 feet to the Southwest Corner of said Oil and Gas Lease Area and to the **POINT OF BEGINNING**;

Said parcel contains 33,870 sq. ft. or 0.78 acres more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

SURVEYORS CERTIFICATE

I, Brian S. Rottinghaus, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

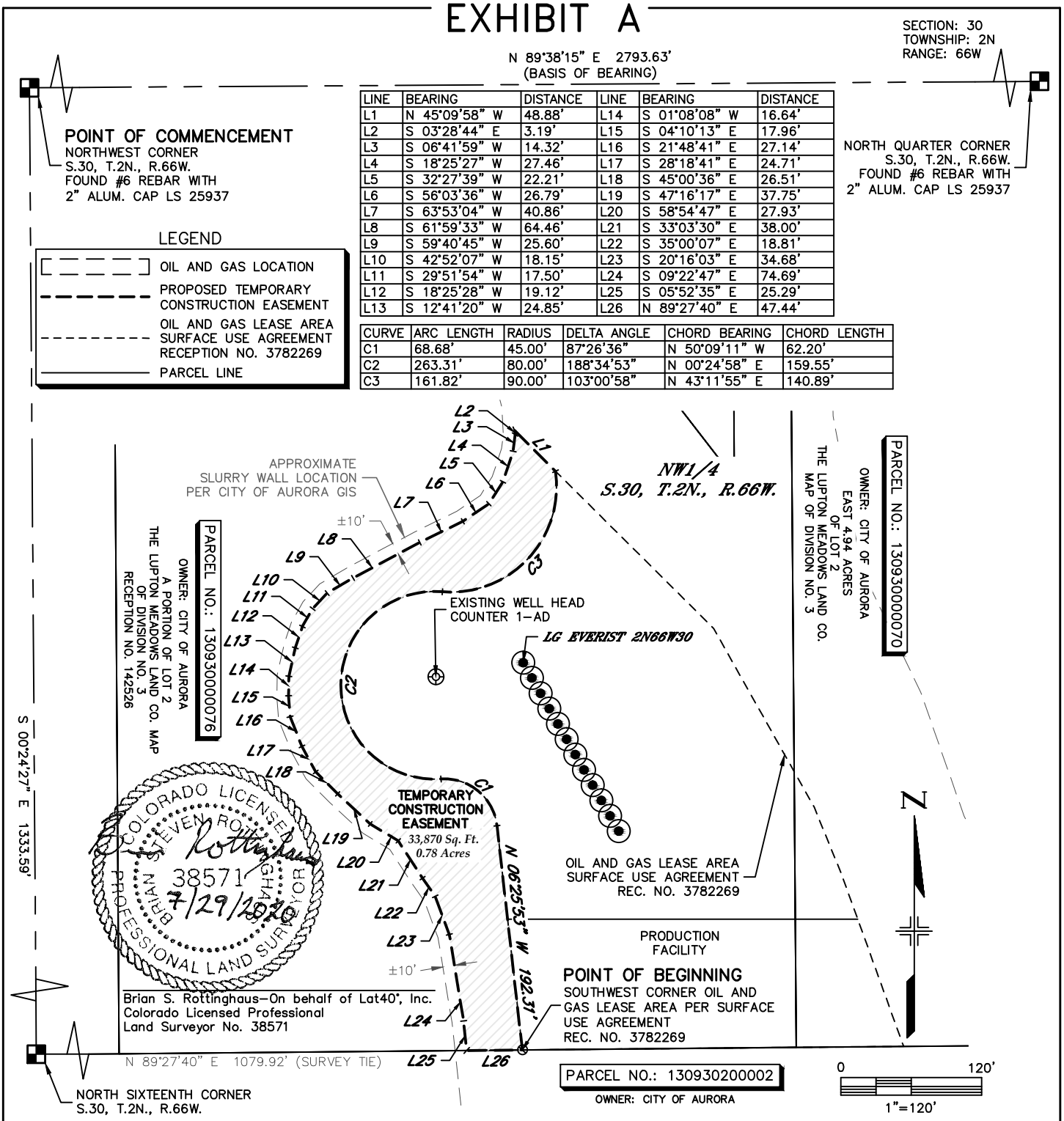


Brian S. Rottinghaus – on behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38571

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th St. Unit 2
Greeley, CO 80634
(970) 515-5294

ILLUSTRATION FOR

EXHIBIT A



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 45°09'58" W	48.88'	L14	S 01°08'08" W	16.64'
L2	S 03°28'44" E	3.19'	L15	S 04°10'13" E	17.96'
L3	S 06°41'59" W	14.32'	L16	S 21°48'41" E	27.14'
L4	S 18°25'27" W	27.46'	L17	S 28°18'41" E	24.71'
L5	S 32°27'39" W	22.21'	L18	S 45°00'36" E	26.51'
L6	S 56°03'36" W	26.79'	L19	S 47°16'17" E	37.75'
L7	S 63°53'04" W	40.86'	L20	S 58°54'47" E	27.93'
L8	S 61°59'33" W	64.46'	L21	S 33°03'30" E	38.00'
L9	S 59°40'45" W	25.60'	L22	S 35°00'07" E	18.81'
L10	S 42°52'07" W	18.15'	L23	S 20°16'03" E	34.68'
L11	S 29°51'54" W	17.50'	L24	S 09°22'47" E	74.69'
L12	S 18°25'28" W	19.12'	L25	S 05°52'35" E	25.29'
L13	S 12°41'20" W	24.85'	L26	N 89°27'40" E	47.44'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	68.68'	45.00'	87°26'36"	N 50°09'11" W	62.20'
C2	263.31'	80.00'	188°34'53"	N 00°24'58" E	159.55'
C3	161.82'	90.00'	103°00'58"	N 43°11'55" E	140.89'

THE ABOVE DESCRIBED PARCEL CONTAINS 33,870 SQUARE FEET (0.78 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
LD	1"=120'	N/A
CHECKED BY:	DATE:	JOB NUMBER:
BR	7-29-2020	2018223

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE NW 1/4 OF SECTION 30, T.2N., R.66W. OF THE 6th P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, BEING A PORTION OF LOT 2, LUPTON MEADOWS LAND COMPANY, DIVISION No. 3.

Exhibit "B"

PROPERTY DESCRIPTION

Two (2) strips of land for easement purposes, being Fifteen (15) feet in width, lying Seven and a half (7.5) feet on each side of the following described centerlines, being a portion of Lot 2 of the Lupton Meadows Land Company Map of Division No. 3, recorded June 12, 1909 at Reception Number 142526, of the Records of Weld County, situate in the North Half (N1/2) of the Northwest quarter (NW1/4) of Section Thirty (30), Township Two North (T.2N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 30 as monumented by a #6 rebar with a 2" aluminum cap stamped L.S. 25937 and assuming the North line of the Northwest Quarter (NW1/4) of said Section 30 as monumented on the East end by a #6 rebar with a 2" aluminum cap stamped L.S. 25937 as bearing North 89°38'15" East being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2793.63 feet with all other bearings contained herein being relative thereto;

TEMPORARY CONSTRUCTION EASEMENT #1

THENCE North 89°38'15" East along the North line of the NW1/4 of said Section 30 a distance of 755.25 feet to the **POINT OF BEGINNING,** said point hereinafter referred to as **POINT 'A'**;

THENCE South 06°00'44" East a distance of 86.72 feet;
THENCE South 15°45'43" East a distance of 62.43 feet;
THENCE South 24°58'47" East a distance of 75.76 feet;
THENCE South 40°17'54" East a distance of 98.03 feet;
THENCE South 27°40'38" East a distance of 142.25 feet;
THENCE South 32°58'17" East a distance of 103.26 feet;
THENCE South 10°32'11" East a distance of 165.17 feet;
THENCE South 38°21'48" East a distance of 130.49 feet;
THENCE South 44°32'28" East a distance of 55.57 feet;
THENCE South 35°16'29" East a distance of 80.12 feet;
THENCE South 31°44'46" East a distance of 156.91 feet;
THENCE South 00°26'22" East a distance of 320.87 feet to the South line of said Lot 2 and to the **POINT OF TERMINUS,** from which the Northwest corner of said Section 30 bears North 44°05'33" West a distance of 1840.14 feet;

It is the intent of this description that the sidelines of said strip be prolonged or shortened to terminate at the North line of the NW1/4 of said Section 30 on the North end and at the South line of said portion of Lot 2 on the South end.

Said strip of land contains 22,164 sq. ft. or 0.51 acres more or less (+/-) and is subject to any rights-of-way or other easements of record as now existing on said described strip of land.

Along with **TEMPORARY CONSTRUCTION EASEMENT #2**

COMMENCING at the aforementioned **POINT 'A';**

COLORADO LICENSED
STEVEN ROTH GHAIM
38571
7/29/2020
BRIAN
PROFESSIONAL LAND SURVEYOR

THENCE North 89°38’15” East along the North line of the NW1/4 of said section 30 a distance of 45.22 feet to the **POINT OF BEGINNING**;

THENCE South 06°00'44" East a distance of 78.43 feet;
THENCE South 15°45'43" East a distance of 54.97 feet;
THENCE South 24°58'47" East a distance of 66.08 feet;
THENCE South 40°17'54" East a distance of 96.95 feet;
THENCE South 27°40'38" East a distance of 145.14 feet;
THENCE South 32°58'17" East a distance of 110.11 feet;
THENCE South 10°32'11" East a distance of 162.95 feet;
THENCE South 38°21'48" East a distance of 116.92 feet;
THENCE South 44°32'28" East a distance of 56.79 feet;
THENCE South 35°16'29" East a distance of 85.16 feet;
THENCE South 31°44'46" East a distance of 170.91 feet;
THENCE South 00°26'22" East a distance of 333.43 feet to the South line of said Lot 2 and to the **POINT OF TERMINUS,** from which the Northwest corner of said Section 30 bears North 45°05'25" West a distance of 1871.45 feet;

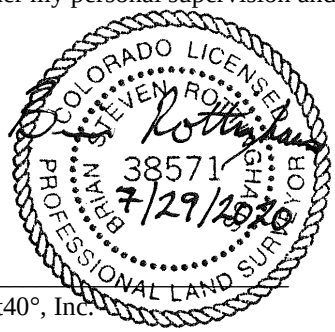
It is the intent of this description that the sidelines of said strip be prolonged or shortened to terminate at the North line of the NW1/4 of said Section 30 on the North end and at the South line of said Lot 2 on the South end.

Said strip of land contains 22,167 sq. ft. or 0.51 acres more or less (+/-) and is subject to any rights-of-way or other easements of record as now existing on said described strip of land.

The lineal dimensions as contained herein are based upon the U.S. Survey Foot.

SURVEYORS CERTIFICATE

I, Brian S. Rottinghaus, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

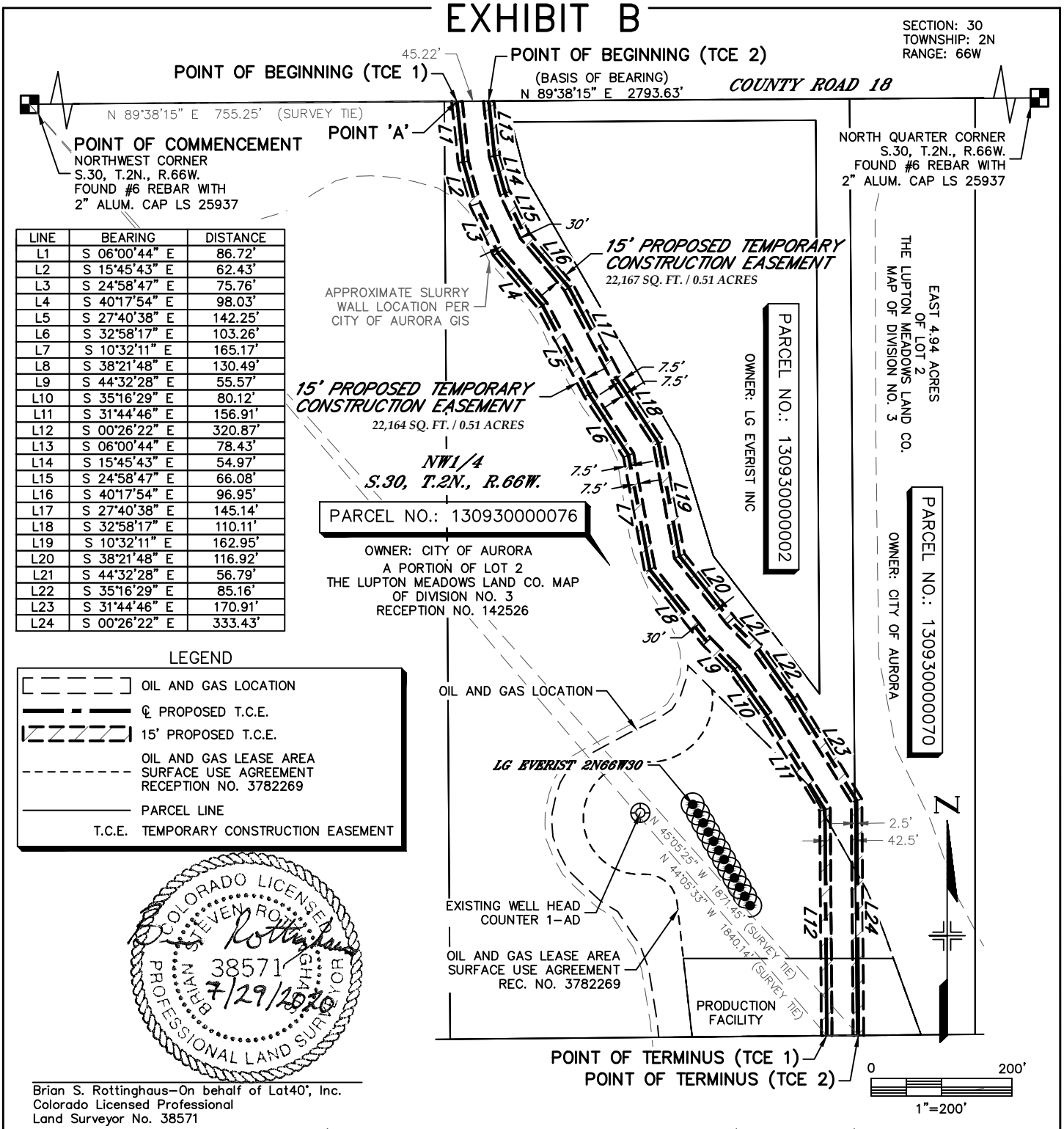


Brian S. Rottinghaus – on behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38571

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
(970) 515-5294

ILLUSTRATION FOR

EXHIBIT B



LINE	BEARING	DISTANCE
L1	S 06°00'44" E	86.72'
L2	S 15°45'43" E	62.43'
L3	S 24°58'47" E	75.76'
L4	S 40°17'54" E	98.03'
L5	S 27°40'38" E	142.25'
L6	S 32°58'17" E	103.26'
L7	S 10°32'11" E	165.17'
L8	S 38°21'48" E	130.49'
L9	S 44°32'28" E	55.57'
L10	S 35°16'29" E	80.12'
L11	S 31°44'46" E	156.91'
L12	S 00°26'22" E	320.87'
L13	S 06°00'44" E	78.43'
L14	S 15°45'43" E	54.97'
L15	S 24°58'47" E	66.08'
L16	S 40°17'54" E	96.95'
L17	S 27°40'38" E	145.14'
L18	S 32°58'17" E	110.11'
L19	S 10°32'11" E	162.95'
L20	S 38°21'48" E	116.92'
L21	S 44°32'28" E	56.79'
L22	S 35°16'29" E	85.16'
L23	S 31°44'46" E	170.91'
L24	S 00°26'22" E	333.43'

LEGEND

- OIL AND GAS LOCATION
- ℄ PROPOSED T.C.E.
- 15' PROPOSED T.C.E.
- OIL AND GAS LEASE AREA SURFACE USE AGREEMENT RECEPTION NO. 3782269
- PARCEL LINE
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

COLORADO LICENSED
STEVEN ROTTINGHAUS
38571
7/29/2020
BRIAN
PROFESSIONAL LAND SURVEYOR

Brian S. Rottinghaus–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38571

THE ABOVE DESCRIBED 2–15' STRIPS CONTAIN 44,331 SQUARE FEET (1.02 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
LD	1"=200'	N/A
CHECKED BY:	DATE:	JOB NUMBER:
BR	7–29–2020	2018223

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE NW 1/4 OF SECTION 30, T.2N., R.66W. OF THE 6th P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, BEING A PORTION OF LOT 2 AND THE EAST 4.94 ACRES OF LOT 2, LUPTON MEADOWS LAND COMPANY, DIVISION No. 3.

Petro TCE FINAL 11.10.2020

Final Audit Report 2020-12-04

Created:	2020-12-04
By:	Lyle Whitney (gwhitney@auroragov.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZCy-0euMuS9nI8GbgRQMvnFjLHiggBxf

"Petro TCE FINAL 11.10.2020" History

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2020-12-04 - 3:24:24 PM GMT

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2020-12-04 - 5:46:27 PM GMT- IP address: 205.169.56.10

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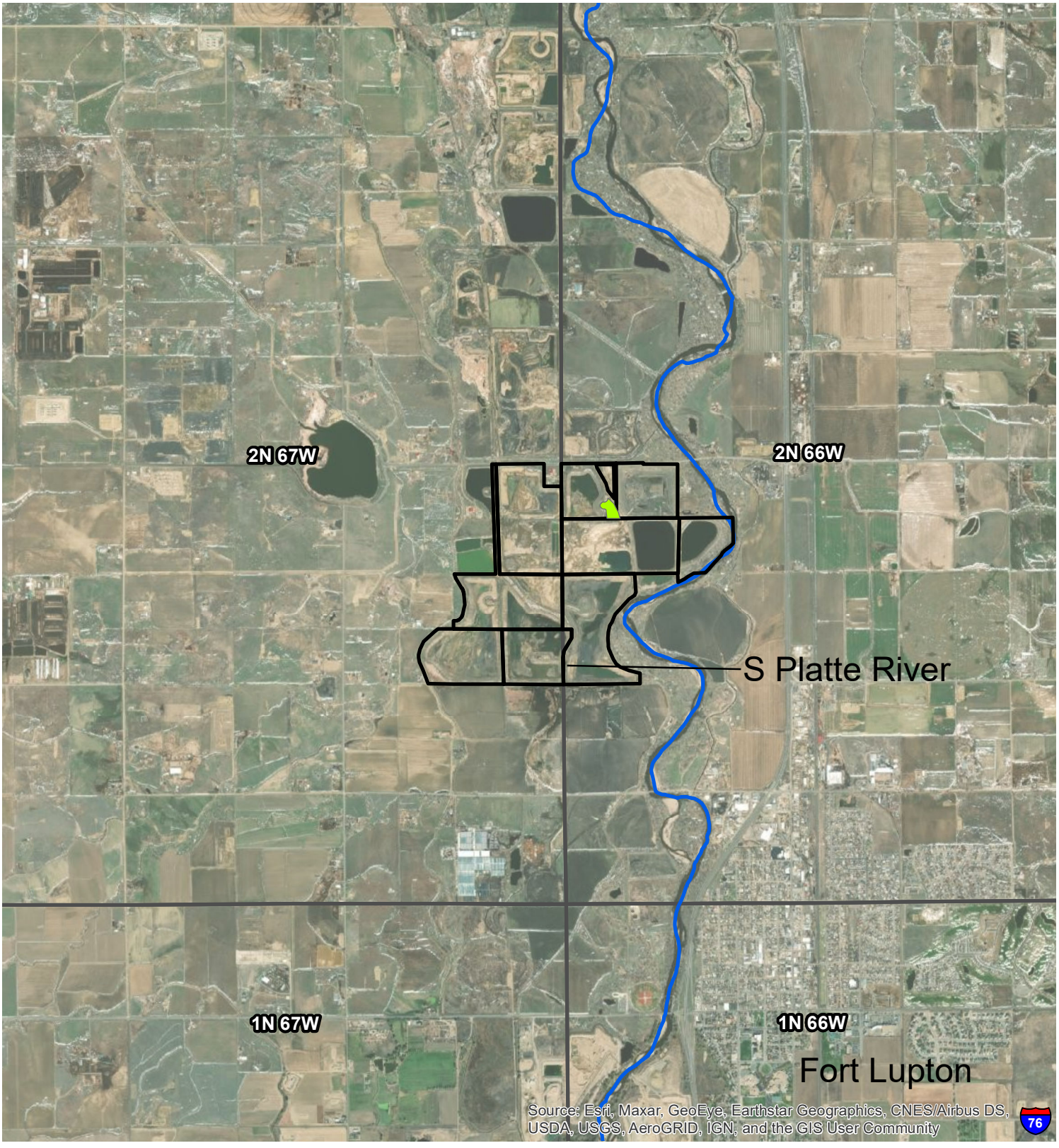
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Agreement completed.

2020-12-04 - 6:10:19 PM GMT



Everist Complex
Weld County, CO

Aurora Water

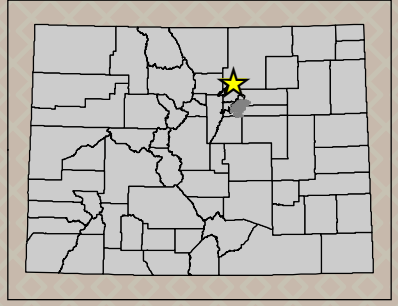
15151 E. Alameda Pkwy, Aurora, CO 80012 USA
waterengrgis@auroragov.org | 303-739-7370
www.auroragov.org

Aurora is Worth Discovering!

N W E S

Miles 0 0.2 0.4 0.8

December 9, 2020



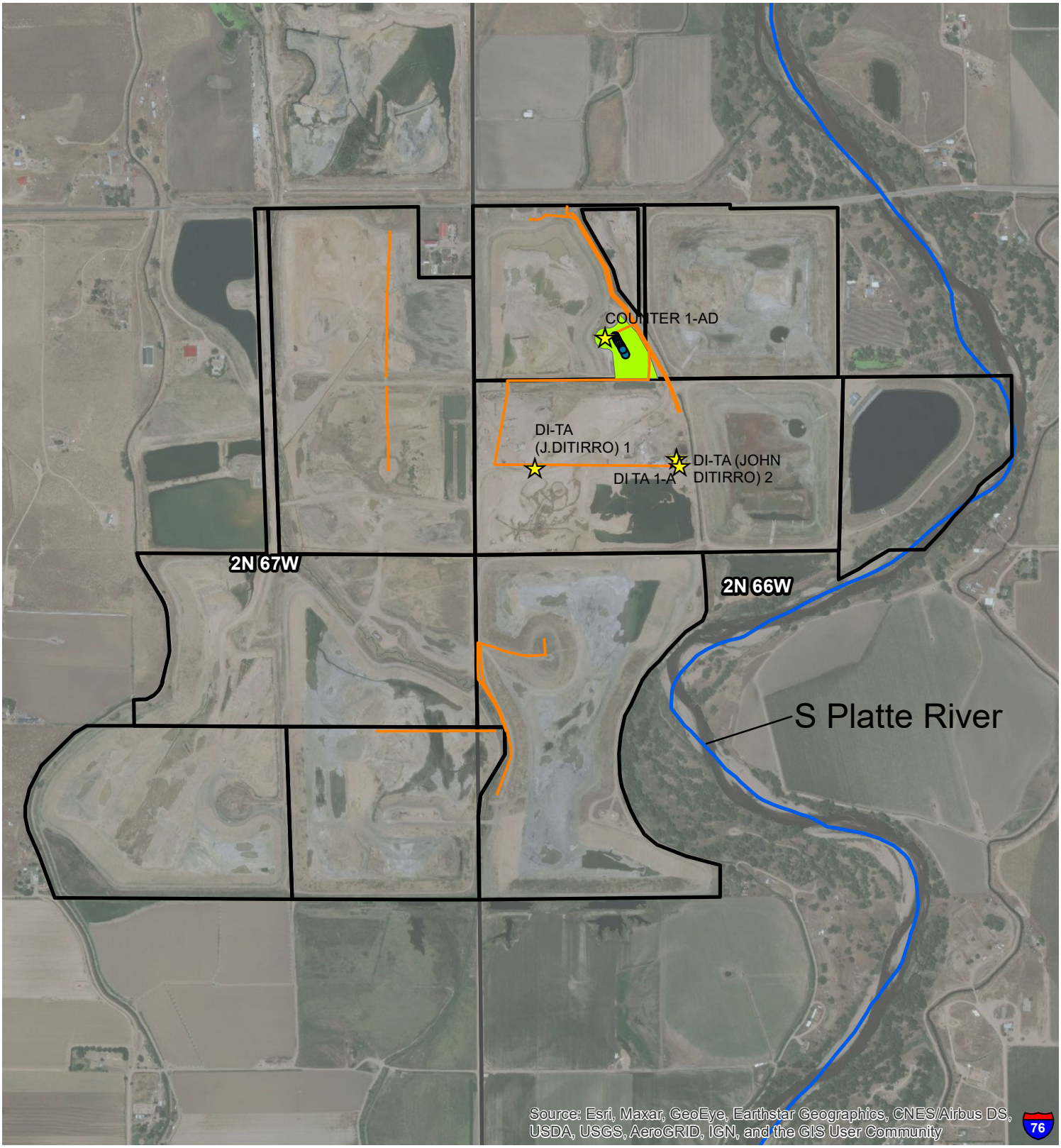
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Legend

Oil and Gas Operating Area

Parcels

K:\Dept\Water\Divisions\Water Resources\GISnew\Everist\1_MXDs\Everist OGOA Council Map.mxd 12/9/2020



Everist Complex
Weld County, CO

Aurora Water

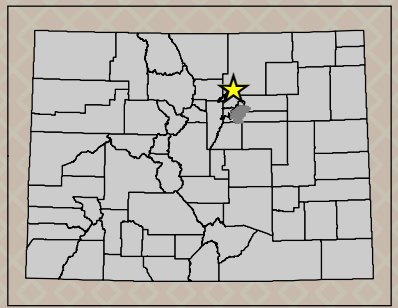
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Aurora is Worth Discovering!

N W E S

December 9, 2020

Miles 0 0.05 0.1 0.2



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- Wells to be Plugged
- Proposed Well Locations
- Gas Line
- Oil and Gas Operating Area
- Parcels

K:\Dept\Water\Divisions\Water Resources\GISnew\Everist\1_MXDs\Everist OGOA Closeup Council Map.mxd 12/9/2020

CITY OF AURORA
Council Agenda Commentary

Item Title: Item City Code Amendments Pertaining to City Funds, Resources, and Information Sharing between the City and Federal Immigration Authorities and Providing for Safe Spaces
Item Initiator: Danelle Carrel
Staff Source/Legal Source: Nancy Rodgers, Deputy City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 12/7/2020

Regular Meeting: N/A

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee ame: Public Safety, Courts & Civil Service

Policy Committee Date: 11/19/2020

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

Working with outside stakeholders, Councilmembers Coombs and Murillo requested that staff prepare a comprehensive ordinance addressing limitations on the City's involvement with federal immigration enforcement, with specific attention to limitations on City funds and employee cooperation (except where required by Court order judicial warrant).

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

The ordinance proposes the following changes to the City Code:

- Section 1: Adding Section 102-4, Limited Use of City Funds and Resources
- Section 2: Adding Section 102-5, Restriction on Notifications to Federal Immigration Authorities
- Section 3: Adding Section 102-6, Safe Spaces
- Section 4: Amending Section 2-680, Contract Requirements to add a new (9) mandating contractors agree to Safe Spaces provisions for all public access places.
- Section 5: Adding Section 2-687, City Contracts Related to Enforcement of Federal Immigration Laws Prohibited (287(g) agreements)

QUESTIONS FOR COUNCIL

Does the Committee approve to move forward to the next Regular 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. Council is allowed to act by ordinance, resolution or motion. Charter, Sec. 5-1.

It is the City Manager who exercises supervision and control over the administrative departments of the City. Charter, Sec. 7-4. 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. The Council is prohibited from giving orders to any employee of the City. Charter, Sec. 3-10. However, Charter doesn't specifically prohibit the adoption by Council of a policy requirement when that policy is set forth by ordinance. (Rodgers).

PUBLIC FINANCIAL IMPACT

☐ YES ☐ NO

If yes, explain: Type Text Here

PRIVATE FISCAL IMPACT

☐ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: Type Text Here

ORDINANCE NO. 2020-___

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTIONS 102-3, 103-5, 102-6, 2-687 AND AMENDING SECTION 2-680 PERTAINING TO RESTRICTIONS AND REGULATIONS ON CITY FUNDS, RESOURCES, AND INFORMATION SHARING BETWEEN THE CITY AND FEDERAL IMMIGRATION AUTHORITIES AND PROVIDING FOR SAFE SPACES IN THE CITY LIMITS.

WHEREAS, the City Council recognizes that Aurora has a strong diversity of immigrant and refugee communities representing over 140 countries of origin; and

WHEREAS, approximately 20 percent of Aurora residents are foreign-born; and

WHEREAS, Aurora has increased its commitment to including immigrants and refugees in civic and public life; and

WHEREAS, the City Council has taken proactive steps to address the challenges facing immigrant and refugee communities through the creation of the Office of International and Immigrant Affairs in 2015, the subsequent approval of the Comprehensive Strategic Plan 2015-2018, and the creation of the Aurora Immigrant and Refugee Commission in 2016; and

WHEREAS, Aurora is healthier when all residents, including undocumented immigrants, have access public health and human service programs, particularly during the current COVID-19 crisis; and

WHEREAS, Aurora is safer when all people, including undocumented immigrants, feel safe reporting crime for others or themselves as victims of a crime, and participating and assisting local law enforcement in identifying and preventing crime without fear of deportation; and

WHEREAS, any requirement that public safety agencies play a role in enforcing federal civil immigration laws can undermine public trust; and

WHEREAS, the City of Aurora promotes equal protection of all its residents, and law enforcement's participation in immigration enforcement promotes discrimination and racial profiling; and

WHEREAS, the federal government has engaged in aggressive immigration enforcement tactics that have torn families apart, incited fear, resulted in prolonged human suffering, and denied human dignity; and

WHEREAS, this fear has deterred immigrants from communicating or cooperating with Aurora's emergency services personnel and from calling 911 to report public safety emergencies; and

WHEREAS, immigrants have acutely felt the impact of the COVID-19 crisis in Colorado, as many have lost their jobs; been left out of governmental relief; and forgone crucial benefits, healthcare services, and testing because of fear of immigration enforcement; and

WHEREAS, immigrants have been subjected to inhumane conditions within the GEO Group detention facility in Aurora; and

WHEREAS, the City Council has had to address the conditions within the GEO Group facility, including through the Detention Facility Notification Requirement in 2019; and

WHEREAS, there have been 149 COVID-19 positive cases in the GEO Group facility since March 30, 2020 and it is vital to decrease the population in correctional and detention facilities as much as possible to decrease the spread of COVID-19 during this pandemic, and federal immigration authorities have contributed to the spread of viral diseases like COVID-19 through frequent transfers; and

WHEREAS, the immigration detention system is an extension of mass incarceration and the criminalization of communities of color in the United States; and

WHEREAS, the City of Aurora recognizes and upholds the Tenth Amendment of the United States Constitution, and the right of states and local governments to be free from mandates or financial obligation to perform the duties of the federal government, or to be threatened or coerced to do so by withholding federal funding; and

WHEREAS, it is common and well-established policy of Aurora's agencies, employees, and officers not to conduct the work of federal immigration enforcement, with limited exceptions where already required by state or federal law and in the interest of national security; and

WHEREAS, the City Council finds and declares that adoption of this ordinance is necessary for the preservation and protection of the peace, health and safety of the inhabitants of the City of Aurora, Colorado; and

WHEREAS, in the interest of increased public safety, one purpose of this ordinance is to ensure that members of the public and officers and employees of the City clearly understand Aurora's policies in regard to limited cooperation with federal immigration enforcement, prioritizing public safety and cooperation over fear and uncertainty.

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 section to Article I of Chapter 102 – Personnel of the City Code, to be numbered Section 102-4, which section reads as follows:

Sec. 102-4. Limited Use of City Funds and Resources.

(1) Except as specifically authorized in this section, no department, agency, board, commission, officer or employee of the City, including without limitation, Aurora administrative and clerical employees, Aurora police officers, and Aurora Detention Center employees, shall use any City funds or resources to assist in the enforcement of federal immigration laws. The prohibition set forth in this section shall include but not be limited to:

(a) Assisting or cooperating in one's official capacity with any investigation, detention, or arrest procedures relating to alleged violations of the civil provisions of federal immigration laws.

(b) Requesting information about the national origin, immigration status, or citizenship status of any individual or engaging in activities designed to ascertain such information, except to the extent required by any federal, state, or City law or regulation, or by any international treaty to which the United States is a party.

(c) Including on the application for any City services or benefits any question regarding national origin, immigration status, or citizenship status of the applicant, or conditioning the provision of City services or benefits upon the national origin, immigration status, or citizenship status of any individual, except to the extent required by any federal, state, or City law or regulation.

(d) Disseminating information about the national origin, immigration status, or citizenship status of any individual except to the extent required by any federal, state, or City law or regulation, including by way of example 8 U.S.C. § 1373 and 8 U.S.C. § 1644, or by any international treaty to which the United States is a party.

(e) Initiating any law enforcement contact for purposes of determining the person's national origin, immigration status, or citizenship status, or arresting or detaining any individual on the basis of the individual's immigration or citizenship status.

(2) Nothing in subsection (1) of this section shall preclude any city officer or employee from cooperating or assisting federal immigration enforcement authorities

in the execution of a warrant or subpoena issued by a federal judge or magistrate or honoring any writ issued by any state or federal judge concerning the transfer of a prisoner to or from federal custody. The time and resources expended by any City law enforcement officer investigating and determining whether an immigration-related warrant listed in any crime information database is judicial or administrative in nature shall not be considered a violation of subsection (1) of this section.

(3) Aurora police officers may respond to calls for assistance from federal immigration enforcement authorities to the extent necessary to keep the peace, protect public safety, or enforce any applicable state and City criminal laws beyond the scope of effectuating an immigration arrest. Nothing in this section shall preclude City law enforcement officers from participating in coordinated law enforcement actions with federal law enforcement agencies, as long as the primary purpose of the coordinated action is the enforcement of City, state, or federal criminal laws.

(4) These prohibitions extend to city officers or employees while off-duty. A city officer or employee will not share, disseminate, or notify an outside person, agency, or actor about a person's national origin, immigration status, or citizenship status when this information has been gained during the course of one's job duties.

(5) City employees violating the terms, directives, or mandates of this Code are not subject to the general penalty provisions contained in Section 1-13 of this City Code.

Section 2. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section to Article I of Chapter 102 – Personnel of the City Code, to be numbered Section 102-5, which new section reads as follows:

Sec. 102-5. Restriction on Notifications to Federal Immigration Authorities

(1) The City, through its employees or officers, shall not respond to requests from federal immigration authorities for non-publicly available information about an individual, including but not limited to information about the individual's date and time of release; meeting date and time for criminal court-ordered classes, treatment, and appointments; and information that may be used, alone or in conjunction with any other information, to identify the individual, including but not limited to home address; work address; family or emergency contact information; information related to work release programs; personal health information; or photograph or digitized image.

(a) Notwithstanding the prohibition in subsection (1) above, City employees shall respond, as appropriate, to any valid warrants or subpoenas issued by a federal judge or federal magistrate presented by the federal immigration authority or their agents.
(b) Non-mandatory forms issued pursuant to 8 C.F.R. §§ 236, *et seq.*, including through detainer requests (Form I-247, I-247A, and similar forms), warrants for arrest of alien (Form I-200), orders to detain or release alien (Form I-203), and warrants of removal/deportation (Form I-205) are based on violations of civil immigration law and not issued by federal judges or magistrates, and do not constitute valid warrants or subpoenas as referenced in subsection (1).

(2) City employees violating the terms, directives, or mandates of this Code are not subject to the general penalty provisions contained in Section 1-13 of this City Code.

Section 3. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section to Article I of Chapter 102 – Personnel of the City Code, to be numbered Section 102-6, which new section shall now read as follows:

Sec. 102-6 – Safe Spaces

(1) "Safe space" means any building or facility belonging to the City, through ownership or lease, that is open to the public for the provision of any City program or service.

(2) No City employee or contractor shall permit federal immigration authorities to enter onto a safe space's premises or surroundings for the purpose of federal immigration investigation or enforcement unless such authorities present a valid judicial warrant or subpoena issued by a federal judge or federal magistrate.

(3) City employees violating the terms, directives, or mandates of this Code are not subject to the general penalty provisions contained in Section 1-13 of this City Code.

Section 4. The City Code of the City of Aurora, Colorado, is hereby amended by adding a subsection to Article IV of Chapter 2, Contracts and Purchases, to be numbered Section 2-680(9), which subsection reads as follows:

Sec. 2-680. - Mandatory requirements in city contracts.

Every contract executed by the city shall contain the following to be complied with by the person or entity entering into the contract with the city:

(9) *Safe Spaces*. Any contracting party providing services to the public due to a City contract, in whole or in part, shall ensure that its facilities that are open to the public are "safe spaces" as set forth in Section 102-6 of the City Code. Failure to comply with the terms of Section 102-6 shall be a material breach of the contract.

Section 5. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section to Article VI or Chapter 2, to be numbered Section 2-687, which section reads as follows:

Sec. 2-687 – City Contracts Related to Enforcement of Federal Immigration Laws Prohibited

(1) The City shall not enter into any contractual agreement that would commit or require any City officer or employee to directly or indirectly assist in the enforcement of federal immigration laws, including by example any agreement authorized by 8 U.S.C. § 1357(g) (commonly known as "287(g) Agreements"), any intergovernmental services agreement entered into with the U.S. Department of Homeland Security under the authority of 8 U.S.C. § 1103(a)(11)(B), or any basic ordering agreement under 48 C.F.R. § 16.703. The City shall not enter into any contractual agreement requiring the collection or dissemination of individually identifiable information about the national origin, immigration status, or citizenship status of any person, over and above the extent to which the City is required to collect or disseminate such information in accordance with any federal, state, or city law or regulation.

(2) City employees violating the terms, directives, or mandates of this Code are not subject to the general penalty provisions contained in Section 1-13 of this City Code.

Section 6. 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 7. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the office of the City Clerk.

Section 8. 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 _____, 202__.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 202__.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
Susan Barkman, Interim, City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: An Ordinance Adding Division 5 to Article V of Chapter 2 of the City Code Pertaining to the Establishment of an Immigrant Legal Defense Fund
Item Initiator: Danelle Carrel
Staff Source/Legal Source: Nancy Rodger, Deputy City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 12/7/2020

Regular Meeting: 12/21/2020

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 11/19/2020

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☒ Minutes Not Available

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

Working with outside stakeholders, Councilmembers Coombs and Murillo requested that staff prepare an ordinance creating an Immigrant Legal Defense Fund that will make funds available to noncitizens of Aurora in immigration proceedings, through their legal representatives.

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

This ordinance adds a new division to the finance section of the City Code establishing the framework for an Immigrant Legal Defense Fund (ILDF). The ILDF shall begin operating no later than June 1, 2021. The Office of International and Immigrant Affairs (OIIA) shall oversee, and shall contract with a foundation to assist in, the management and administration of the ILDF. An executive committee will be formed to determine the partnering foundation and measures for the effective operation of the ILDF. That committee shall report its recommendations to City Council no later than March 31, 2021. This ordinance sets forth the requirements for eligible noncitizens as well as the requirements for applicants who will receive the funding. The applicants must submit biannual reports regarding the status of cases and the use of ILDF funds.

QUESTIONS FOR COUNCIL

Does Council support moving this forward to Regular Session for approval?

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. Council is allowed to act by ordinance, resolution or motion. Charter, Sec. 5-1.
It is the City Manager who exercises supervision and control over the administrative departments of the City. Charter, Sec. 7-4. 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. The Council is prohibited from giving orders to any employee of the City. Charter, Sec. 3-10. However, Charter doesn't specifically prohibit the adoption by Council of a policy requirement when that policy is set forth by ordinance. (Rodgers).

PUBLIC FINANCIAL IMPACT

☐ YES ☐ NO

If yes, explain: Type Text Here

PRIVATE FISCAL IMPACT

☐ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: Type Text Here

ORDINANCE NO. 2020-___

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING DIVISION 5 TO ARTICLE V OF CHAPTER 2 OF THE CITY CODE PERTAINING TO THE ESTABLISHMENT OF AN IMMIGRANT LEGAL DEFENSE FUND

WHEREAS, the City Council recognizes that immigrant and refugee communities make up a crucial segment of the population of the City of Aurora; and

WHEREAS, City Council has taken proactive steps to address the challenges facing immigrant and refugee communities through the creation of the Office of International and Immigrant Affairs in 2015, the subsequent approval of the Comprehensive Strategic Plan 2015-2018, and the creation of the Aurora Immigrant and Refugee Commission in 2016; and

WHEREAS, immigrants have been subjected to well-documented inhumane conditions within the GEO Group detention facility in Aurora, including in the 2019 ACLU of Colorado Report *Cashing in on Cruelty*; and

WHEREAS, the constitutional rights to due process and legal counsel are fundamental elements of our judicial system, and the lack of publicly-funded legal representation in immigration cases harms our communities by denying immigrants fair opportunities to defend those cases; and

WHEREAS, the TRAC immigration project reports that on average five out of six immigrants detained at the detention facility in Aurora, Colorado face their deportation hearings without a lawyer; a separate study published in the University of Pennsylvania Law Review showed that immigrants with counsel were ten-and-a-half times more likely to have a successful outcome than unrepresented immigrants; and

WHEREAS, access to legal representation for indigent individuals in removal proceedings is an important tool to help Aurora build and sustain a diverse, equitable, and economically successful community; and

WHEREAS, creating a legal defense fund furthers Aurora's ability to preserve families and protect children residing in Aurora, and also promotes due process and access to justice for vulnerable members of the Aurora community by providing them with access to legal advice; and

WHEREAS, the City Council finds and declares that the establishment of an Immigrant Legal Defense Fund is necessary for the preservation and protection of the peace, health, safety, and welfare of the inhabitants of the City of Aurora, Colorado.

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 Division 5 to Article V of Chapter 2, which division shall read as follows:

Division 5 - Immigrant Legal Defense Fund (ILDF)

Sec. 2-666 – Responsible Department

(1) The Office of International and Immigrant Affairs (OIIA) shall oversee, and shall contract with a foundation to assist in, the management and administration of the ILDF.
(2) The ILDF shall begin operating no later than June 1, 2021.
(3) Funds for the ILDF program are subject to annual appropriation from the City Council.
(4) OIIA shall be responsible for applying and seeking grants or other sources of funds from public and private sources legally available to further the ILDF's mission.

Sec. 2-667 - Executive Committee

(1) An executive committee shall oversee the initial stages of the ILDF until it is formed.
(2) The executive committee shall be comprised of the manager of OIIA, a representative from the City Attorney's office, a member of City Council, and a representative from a non-profit organization that provides services to immigrants. This non-profit organization's representative will be selected by City Council, and that organization will be ineligible to receive ILDF funds.
(3) The executive committee shall help determine the foundation that will assist OIIA in managing the ILDF, personnel and other administrative matters associated with the ILDF, and any other necessary measures to ensure the effective operation and administration of the ILDF.
(4) The executive committee shall make its final recommendations regarding the requirements in subsection (3) above to the City Council, Mayor, and OIIA no later than March 31, 2021.

Sec. 2-668 – Eligible Noncitizens

(1) Funds in the ILDF shall be made available to noncitizens in immigration proceedings, through their legal representatives.
(2) The noncitizen must:

a. Be subject to removal proceedings under 8 U.S.C. § 1229a, 8 U.S.C. § 1225, 8 U.S.C. § 1231, or 8 U.S.C. § 1558;

i. The legal assistance to be provided is not limited solely to defense against removal, but may also include bond proceedings, habeas corpus proceedings, post-conviction relief, work permit applications, and other forms of representation that may affect the legal rights of the individual.

ii. The funds may also be used for legal costs, such as for application fees, medical and psychological evaluations, and other expert fees.

b. Have a household income not exceeding 200% of the Federal Poverty Level;

c. Have resided in Aurora for at least 22 days and be currently residing in Aurora at the time of the initial application;

d. Not otherwise be entitled to free legal representation in their immigration proceedings under an existing local, state, or federal program; and

e. Meet any additional criteria determined by the ILDF administrators, consistent with this section.

(3) The perceived likelihood of success of the noncitizen's case or application, and the noncitizen's previous contact with the criminal justice system shall not be considered in determining eligibility for funds.

<u>Sec. 2-669</u> – Applicants

(1) Applications for ILDF funding shall be made by organizations or attorneys involved in the direct representation of qualifying individuals.

(2) An applicant must:

a. Have at least three years' experience in providing direct legal representation;

b. Be accredited by the Board of Immigration Appeals under the United States Department of Justice's Executive Office for Immigration Review, or be in good standing with a state bar and without any sustained disciplinary findings by any attorney regulatory body;

c. Verify that the applicant will not collect any legal fees from the qualifying noncitizen(s) to whom the funding is connected; and

d. Meet any additional criteria determined by the ILDF administrators, consistent with this Section.

<u>Sec. 2-670</u> – Reporting

(1) Applicants who receive funding shall submit biannual reports to the ILDF administrators that include non-privileged information on the status of the case(s), use of ILDF funds, and other information required by the administrators.

(2) OIIA shall submit annual reports to the Mayor and City Council on all grants issued under the ILDF. These reports shall be made available to the public, including on the OIIA website.

Section 2. OIIA shall establish regulations consistent with this Ordinance, which shall be presented to the Public Safety, Courts, and Civil Service Committee no later than April 30, 2021.

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 _____, 202_.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 202_.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
Susan Barkman, Interim, City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Residency Requirements for Aurora Boards and Commissions
Item Initiator: Council Member Alison Coombs
Staff Source/Legal Source: Kadee Rodriguez, City Clerk, Dave Lathers, Assistant City Attorney
Outside Speaker: None
Council Goal: 2012: 1.2--Develop neighborhood and community relationships

COUNCIL MEETING DATES:

Study Session: 1/4/2021

Regular Meeting: 1/11/2021

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizen Groups

Policy Committee Date: 10/21/2020

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

This item was presented to the Public Relations, Communications, Tourism, Libraries and Boards and Commissions Policy Committee on October 21st. It was recommended for approval.

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

The proposed change to the requirements for residency on boards and commissions would allow the City Clerk's office to look at other documents as proof of residency. Currently the code only allows the City Clerk's staff to review the individual's voter registration, and the change would allow staff to accept the following options:

- A valid government issued ID
- A current tax return
- A utility bill showing their residential address
- Documents consistent with those accepted for the purposes of obtaining a government issued ID.

Additionally the change states that if the City Clerk receives information that an applicant or appointee is no longer a resident, then that information must be refered to City Council for a final determination of their status.

QUESTIONS FOR COUNCIL

Does the City Council wish to support changing the residency requirements relating to boards and commissions.

LEGAL COMMENTS

City Council has the power of appointment to Boards and Commissions under Articles 3-11 and 9-1 of the City Charter. Council also has the general legislative power of the City and determining qualifications for serving on advisory Boards and Commissions falls with that power conferred by Article 3-9 of the City Charter. (Lathers)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

ORDINANCE NO. 2020- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-769 OF THE CITY CODE PERTAINING TO RESIDENCY REQUIREMENTS FOR PERSONS APPOINTED TO BOARDS, COMMISSIONS, COMMITTEES OR AUTHORITIES

WHEREAS, concern has been expressed that the City Clerk would benefit from more specific direction as to determining residency status for applicants for positions on City Boards or Commissions; and

WHEREAS, potential applicants for positions on City Boards and Commission would benefit from additional direction as to the residency requirements when applying for appointment to a Board or Commission;

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

Section 1. That the City hereby amends Section 2-769 of the City Code pertaining to Residency requirement to read as follows:

Sec. 2-769. – Residency requirement.

(1) All members of any city board, commission, committee, or authority, established by either the Charter, ordinance or resolution, shall be residents of the city unless an exception is contained within the establishing legislation relating to a particular board, commission, committee or authority. This section shall not modify the provisions set out in the charter requiring a one-year residency period for appointment to the board of adjustment and appeals, the career service commission and the planning and zoning commission. In determining whether or not a person is a resident of the city, **being a registered elector under the provisions of** ~~reference shall be made to~~ C.R.S. §1-2-102 **as amended,** entitled, "Rules for determining residence," ~~as amended~~ **shall be sufficient evidence of residency**. When the composition of a board, commission, committee or authority calls for a position to be filled by a city employee, such employee shall be exempt from the residency requirement of this section.

(2) In making a residency determination in circumstances other than when an applicant is a registered elector under the provisions of subsection (1) above, the City Clerk shall accept the following proof of residency:

a. a non-expired government issued I.D. showing the applicant as having a City of Aurora address; or

b. a current year or most recent year income tax return, property tax assessment or utility bill in the applicant's name showing an address within the City of Aurora; or

c. any documentation which would be acceptable to the Colorado Department of Motor Vehicles for establishing residency which documentation shows a City of Aurora address.

(3) If the City Clerk obtains evidence which in the sole and unfettered opinion of the City Clerk indicates that an appointed board, commission, committee or authority member is not a current resident of the City of Aurora the City Clerk shall transmit that information to City Council so that they can determine whether their appointment ought to continue or not. During the pendency of a final determination by City Council, after a determination by the City Clerk to refer the matter, the board or commission member shall be suspended from serving on the board or commission and from voting on matters before that board or commission. Such suspension shall preclude the board or commission member from participating in official deliberations with the other members of said board or commission and from questioning persons appearing before that board or commission.

Section 2. 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.

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:

_____
SUSAN BARKMAN, Interim City Clerk

APPROVED AS TO FORM:

David Lathers
_____
DAVID LATHERS, Senior Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2.6.2.C.2.A OF THE UDO, PERTAINING TO THE 60 LDN SUBAREA, REMOVING "GENERAL AVIATION" AS A DESCRIPTOR OF AIRPORTS IN ORDER TO PROVIDE CONSISTENT REGULATIONS WITHIN NOIS
Item Initiator: Karen Hancock, Principal Planner
Staff Source/Legal Source: Daniel Money, Senior Assistant City Attorney
Outside Speaker: None
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: 1/4/2021

Regular Meeting: 1/25/2021

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 12/9/2020

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached ☐ Minutes Not Available

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

The Unified Development Ordinance (UDO) was approved by City Council in August 2019. Since the UDO was adopted, City Council has approved changes to the regulations including clarifications to Plat Exceptions, addition of new hemp uses and corrections in a large batch that were identified as staff and customers began using the new zoning regulations.

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

This proposed text includes an important correction to the Airport Influence District Overlay zone district to remove remnant text inadvertently carried over from the old Zoning Code. This correction implements consistent standards among four airports that were identified during the initial 2014 Needs Assessment. The text amendment also assures that development proposed proximate to Buckley Garrison is compatible with flying mission operations.

The item was unanimously recommended for approval by the Planning and Zoning Commission at the public hearing on December 9, 2020. No public comment or testimony was received.

QUESTIONS FOR COUNCIL

Does Council wish to forward this item to Regular Meeting for public hearing and ordinance introduction?

LEGAL COMMENTS

Local governments are granted broad authority to plan and regulate the use of land within their jurisdiction. C.R.S. Sec. 29-20-102(a)

Except as otherwise provided in section 34-1-305, C.R.S., for the purpose of promoting health, safety, morals, or the general welfare of the community, including energy conservation and the promotion of solar energy utilization, the governing body of each municipality is empowered to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, the height and location of trees and other vegetation, and the location and use of buildings, structures, and land for trade, industry, residence, or other purposes. C.R.S. 31-23-301

Establishment of zoning district boundary lines is a legislative function. Zoning necessarily requires the establishment of boundary lines between different districts and the selection of the boundary line is a legislative function with which courts should not interfere, and only where the determination of the zoning authority is so unreasonable, arbitrary, capricious, and unjustifiable as to amount to a violation of constitutional rights are the courts permitted to interfere. *Nopro Co. v. Town of Cherry Hills Village*, 180 Colo. 217 (Colo. 1972).

(Money)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

PLANNING AND ECONOMIC DEVELOPMENT (PED)
POLICY COMMITTEE MEETING
December 9, 2020

Members Present: Councilmember Francoise Bergan, Chair, Councilmember Crystal Murillo, Vice Chair, Councilmember Allison Hiltz

Others Present: Councilmember Curtis Gardner, Councilmember Dave Gruber, Aaron Vega, Andrea Amonick, Ashley Campbell, Becky Hogan, Brandon Cammarata, Brad Pierce, Bob Oliva, Cameron Ming, Dennis Lyon, Dan Harrington, Daniel Money, Daniel Krzyzanowski, David Stewart, Elena Vasconez, Eric Sakotas, Frank Butz, George Adams, Ian Best, Jeffrey Moore, Jacob Cox, Justin Andrews, Kimberly Wargo, Karen Hancock, Marisa Noble, Mindy Parnes, Marcia McGilley, Melvin Bush, Philip Holmes, Richard Staky, Rachid Rabbaa, Scott Berg, Tod Kuntzelman, Vinessa Irvin, Yuriy Gorlov

APPROVAL OF MINUTES

October 14, 2020 minutes were approved.

Retail Update

Summary of Issue and Discussion:

Bob Oliva provided a presentation on retail and restaurant development trends since the start of COVID-19. This was a follow up to a presentation given at the start of the pandemic in May. Bob covered the overall effect of COVID-19 on the retail marketplace and restaurant community, the current revenue state of retailers and restaurants by category, as well as how the winners won, and the losers lost.

Mr. Oliva shared that since the start of COVID-19 there has been a power shift towards landlords. While some landlords were flexible many calls have been received from merchants stating that landlords were not being flexible. Big box stores that went vacant are staying vacant because there is no one left to fill the space. This is creating a "retail apocalypse". However, vacant turnkey restaurants are doing okay. Restaurants that do close are more likely to be bought out by new business owners, especially when they are turnkey spaces. Retailers are changing hands, but they are going through bankruptcy and they are closing stores. Some restaurants are experiencing bankruptcy too, but restaurants are changing hands faster and there is no "restaurant apocalypse". Online shopping is also a factor in "retail apocalypse", but people still go out to eat or order delivery which is helping the restaurants.

Mr. Oliva continued with charts showing the percentage of increased or decreased revenue compared from 2019 to 2020 for the months of January through October by specific retail and restaurant category. His findings showed:

- Retailers with discounted goods and groceries who could stay open did great. When COVID-19 hit their sales spiked because they were allowed to stay open. They have continued to do well all year long and their stock prices are also doing well.

- Discount retailers who do not sell groceries did not do well. They had a negative 100% revenue because they were unable to stay open and make sales. They have been trying to make a comeback but have been unsuccessful. Back to school and other shopping trends have been down and that has been devastating for discount retailers who don't sell groceries.

- Grocery only retail has done well and experienced a huge spike in March due to pent up demand and hoarding. They saw a little dip in April due to the overstocking taking place in March, but they continued to do well afterwards, and their stocks are reflecting that.

- General merchandise retailers who are mostly department stores are experiencing the devastation and "retail apocalypse". September and October, when everyone else was starting to come back, general merchandise stayed down. Department stores are continuing to see the drain of their business to online shopping with the worst months being March, April and May where almost no business was done. Department stores will continue to see a drain in business for the next year or two with many transitioning to online only.

- Apparel also declined because of pandemic closures. They were negative 94% in April; however, individual apparel retailers did have online sales which helped them unlike department stores which have less of an online presence. Even with online sales apparel is still getting hit almost as hard as department stores and it is the apparel in the department stores that is getting hit.

- Home improvement retail was considered an essential service during COVID-19 shutdowns and did okay. They saw a huge spike during the early spring and summer home renovation season and their stock prices are also doing very well.

- In restaurants, fast food has done well. They have drive throughs, pickup windows and the ability to come in, pick up and go. They have stayed in the positive revenue from 2019 all year. Fast food has done well during COVID-19 and many outlets are still expanding.

- Fast casual dining or QSR (quick service restaurants); saw a decline during the pandemic but did better than some categories and still had revenue. These restaurants are a combination of fast food and casual dining. They had some months in the positive and overall have done okay in comparison to other categories.

- Sit down casual dining experienced the worst decline (places like Chili's, Applebee's and localized versions of Old Chicago or Bar Louis). They dropped substantially in April at negative 67% and March at negative 60% and have been unable to come back. Some did not have outside seating or delivery established and have been working to figure this out. This is the group that has struggled the most in restaurants.

- Fine dining had a somewhat limited sample size but will be researched more in the future. From the current data fine dining is doing quite well. Fine dining saw several months in the positive including July, September and October. While they still took a hit, they are doing okay because people still consider fine dining an event and want to go to the restaurant.

Mr. Oliva continued the presentation with line charts identifying the winners of retail which were grocery, discount grocery and home improvement. Retailers that fell below the zero percent line were apparel, general merchandise and discount without grocery. A similar line chart showcased the winners of restaurants which were fast food followed by fast casual restaurants. Casual sit down and fine dining were on the losing side.

Mr. Oliva discussed how some retailers succeeded. First, essential retailers received business from other stores that had to shut down. Retailers that had established online stores did better than those that did not. Many retailers with PPE inventory and high demand items had increased revenue due to hoarding behavior. Mr. Oliva also addressed the fact that some retailers took advantage of hoarding behavior and capitalized on traffic

in their stores by increasing prices on other goods with high purchase power. Last the essential retailers received grants, loans and other financial assistance that helped them come out on top.

Mr. Oliva presented how some restaurants succeeded. First, by having or creating outdoor dining space or the ability to economically arrange their inside seating to accommodate the 25-50% capacity. Also, restaurants that had food delivery or pickup options did better than those who did not have those options to start. Restaurants with an established website won over those who did not. Restaurants who adjusted their menus to save money, increase margins and decrease waste made more profits. Successful restaurants also adjusted staffing to eliminate additional costs when traffic was slow. Lastly the restaurants that did the best leveraged access to capital either by finding additional funding or using their own money to stay afloat.

CM Bergan acknowledged that she's been contacted by many restaurant owners that have been doing everything they can including outdoor dining, websites and social media and are still struggling. With the public shutting back down, many are becoming totally devastated in what should be their busiest season during the holidays and are begging for help. CM Bergan asked Mr. Oliva if he had any comments regarding that situation. Mr. Oliva responded that yes, holiday events are a major source of margins for many restaurants which will be more devastating during the holidays than the loss restaurants took during the March shutdowns.

CM Hiltz commented on her personal take regarding the ethics of those retailers who have been capitalizing on inflated prices for big brand items which are not in shortage. CM Hiltz stated that where possible retailers that can offer coupons or discounts to these big brand products with inflated pricing should do so. CM Murillo echoed her concerns with the ethics of this price gouging behavior.

CM Gruber stated it will be difficult to predict the ratio on how to unwind restrictions within the state as vaccinations take place and people experience immunity from exposure. Mr. Oliva agreed that revenue predictions for the next 12 months will be difficult but agreed to help make some projections.

Mr. Oliva stated that there is a third round of AER funding currently being deployed to restaurants. Approximately 150 restaurants have received help with more to come. There will also be a new program called Help Kitchen launched. This is to be a dual concept that helps local restaurants by guaranteeing revenue and helps people who are experiencing food insecurity. More information about Help Kitchen will be forthcoming with the program's announcement. There will be twelve restaurants in the pilot program with the expectation to open more. There will be at least two restaurants per ward.

Mr. Oliva stated that the presentation of information was for all of Aurora. Moving forward there will be more research and information will be mined down into wards.

CM Bergan asked if Mr. Oliva was able to talk to any retail or restaurant owners. Mr. Oliva expressed that he talked to some shopping centers who addressed the difficulties of the big box vacancy situation. Shopping centers are concerned with restaurant space, but the overall square footage is mostly tied to big box retail. Some shopping centers have alluded to deals that are in progress but have not provided any concrete information about who they are talking to or how close they are to a deal.

Data Centers – Economic Impact & Incentives

Summary of Issue and Discussion:

Yuriy Gorlov brought forth a conversation about updating the guidelines for incentives to help attract new data centers to the City of Aurora. The committee originally discussed a proposed policy on July 10, 2020 and subsequently shared this with City Council at study session on September 16th, where the guidelines were authorized.

Mr. Gorlov discussed that he has been having conversations with consultants and users within the private sector who are interested in setting up data centers and are currently inspecting sites. From these conversations Mr. Gorlov has determined that it may be beneficial to make some amendments to the existing guidelines. The recommended amendments of the guidelines would be to the parameters and threshold language which revolve around the creation of jobs, creation of tax base, and the measurement of the impact of the project. The goal of these amendments is to make the City of Aurora a more desirable and attractive site for data centers by including incentives.

Mr. Gorlov explained the initial guidelines state a data center would create 10 jobs at 130% of the average wage paid in the prospective county and invest $100 million dollars. Mr. Gorlov recommended that Council consider a couple of tiers of incentives for those deals. First, stating that $100 million dollars is probably too large of a cap. This is based on comparison to approximately 30 other states which have incentive policies in place. A lot of these states have a $25 million threshold minimum. Ten job creation requirements are common. There is also a 3-megawatt energy requirement component which was established based on a previous data center project.

Mr. Gorlov recommended for Council to consider incentivizing data centers who employ at least 10 people and had 110% of county average wages. Mr. Gorlov explained that Aurora is no longer as competitive to a lot of other states and the percentage must come down.

Mr. Gorlov recommends reducing the capital investment down to $50 million which would open the door for smaller co-location operators and not just hyper scale centers. Mr. Gorlov defined hyper scale centers as Google, Facebook, Oracle and other large data cloud computing operators. Smaller co-location service providers are those that compile and serve many companies from one data center. Small centers can be in spaces approximately 20,000 square feet. Flexential and Sungard are some examples of centers already in the city who take 20-75,000 square feet of space and host thousands of company's data all from one place.

Mr. Gorlov explained that there are currently four tiers in the new recommendation for incentives. At a $50 million investment with the creation of 10 jobs and 3-megawatts generated there would be a 25% rebate. The rebate is on the sales and use tax for the construction of the facility and equipment. At $100 million investment with the creation of 15 jobs and 5-megawatts generated there would be a 50% rebate. There would also be rebates for $200 and $300 million-dollar investment thresholds. Mr. Gorlov explained that many companies use the guidelines as a marketing piece to start the conversation with their boards for a potential site. Having incentives and various tiers on the parameters provide the data centers some flexibility which is more attractive.

Mr. Gorlov expressed that to help with the flexibility that the data centers are looking for he is recommending two of the three parameters to be considered. He provided the example of a $200 million-dollar project. The qualifications at this threshold are $200 million investment, 20 jobs and 10-megawatts for a 75% rebate. In this scenario the company has 30 jobs and are spending $230 million on investment; however, they only generate 9-megawatts. Based on the guidelines the 9-megawatts wouldn't allow this company to benefit from the incentive. In this sample case Mr. Gorlov defines that by considering two of the three thresholds for approval this would provide some flexibility in the guidelines and would entice companies to consider Aurora. Mr. Gorlov recapped his recommendation for four tiers of incentives and dropping the minimal capital investment threshold, but he remains open to more discussion.

CM Bergan questioned the timing of the incentive asking for clarification on how long those terms last. Mr. Gorlov explained that the timeframe of the incentives could vary. Different states have different terms ranging from 5 – 20 years. Mr. Gorlov's recommendation is for a 5-year minimum as that is where most of the cost is incurred to build out and setup an operation.

CM Bergan questioned the benefit to Aurora with such few jobs being created. Mr. Gorlov explained that even if the data center jobs are minimal there will be a multiplier effect. CM Murillo echoed the concern on the

number of jobs created stating she would like more specific details around the roles created and the salary ranges, not just the average. CM Murillo also requested additional percentage options for the rebate incentives, but stated she is in favor of the tiers at this time.

CM Bergan expressed concerns with the incentives being included in the guidelines stating it could limit the ability to negotiate if all the information is available up front. CM Bergan also questioned if the incentive would be received up front. Mr. Gorlov added that incentives are performance based and would not take place until a company comes into the city, spends money and sets up. In terms of negotiation Mr. Gorlov stated the guidelines are presented in a competitive environment, stating that other states also offer tax rebate incentives some of which are higher. Mr. Gorlov agreed that considering other percentages points for the rebate could work but emphasized that even at 100% Aurora would still profit from other taxes that would generate from getting data centers to build here.

CM Gruber asked if the computer equipment inside the data center would be purchased in Aurora and would be taxable. Mr. Gorlov confirmed that the computer equipment would be part of the deal and would be subject to sales and use tax which would be part of the incentive. CM Gruber asked if secondary services like building maintenance and landscaping would be contracted outside of the data center and therefore would not show up as job head count. Mr. Gorlov confirmed that would be correct.

CM Bergan expressed that ten employees seems like a low number for these large data centers. Mr. Gorlov stated that some large data centers do have more employees. However, based on research and conversations with site selectors and data centers ten employees is a good number to start out with. Mr. Gorlov specified that some other states do not have a job requirement reiterating that the goal is to get the operations into Auora.

Text Amendment to the Unified Development Ordinance

Summary of Issue and Discussion:

Karen Hancock presented a request for a text amendment to the Unified Development Ordinance (UDO). Ms. Hancock stated there are three types of airports, commercial which is Denver International Airport, general aviation which is Colorado Air and Spaceport and Centennial/Airport, and military which is Buckley Garrison. The old zoning code had three separate sections, one for each type of airport. Ms. Hancock stated the new UDO includes the same requirements for all airports. When the UDO was drafted and the airport sections combined, a few important words should have been removed. Ms. Hancock presented the proposed amendment to remove "general aviation" from the text so that the statement applies to all airports. The other sections for the other noise contours apply to the "involved airport" without use of the text general aviation. Ms. Hancock specified that the reason to amend the language is because there is a 1988 governmental agreement with DEN that requires consistency in the UDO. Also, the language creates a gap to prevent development that could be incompatible with operations at Buckley Garrison.

Outcome:

Ms. Hancock asked if committee members agreed that the text amendment was necessary and if there was approval to forward the issue to Public Hearing at the Planning and Zoning Commission followed by Study Session for full Council review.

Follow-up Action:

Councilmembers agree with text amendment and provide approval to move forward.

Revision to Exhibit A and B of the Operator Agreement with Crestone Peak Resources to modify field development plans as allowed in Section AGREEMENT, item #2 in the Operator Agreement.

Summary of Issue and Discussion:

Jeffrey Moore presented that Crestone Peak Resources would be discussing a revision to their field plan. Mr. Moore stated that his vision for the Oil and Gas division in Aurora is to steward access to the natural resources available with integrity and respect for citizens, businesses, and the environment. Mr. Moore explained

Crestone Peak is the largest operator of wells currently in Aurora with approximately 58 operated wells on 25 well sites. Crestone Peak has 251 additional wells and 19 additional well sites that have been approved in the Operator Agreement. Mr. Moore explained Crestone Peak would be reviewing a proposed revision to their field plan. The Operator Agreement allows for revisions to wells and well sites by going to Public Hearing at City Council meeting.

Mr. Moore stated that Crestone is proposing to reduce the number of wells in the Operator Agreement by consolidating some of the well sites. Mr. Moore outlined that a few of the well sites would end up with more wells than originally planned. Mr. Moore confirmed that the Oil and Gas division is fully supportive of the proposed plan because it reduces surface impact of operations and provides greater protection for the public, health, environment, and wildlife resources. Mr. Moore introduced Ms. Ashley Campbell from Crestone Peak Resources for further conversation.

Ms. Campbell introduced herself as the Government Affairs Advisor, as well as Cameron Ming who is a Senior Surface Landman, and David Stewart as Vice President of Environmental Health Safety and Regulatory for Crestone Peak Resources. Ms. Campbell highlighted that Crestone is a Colorado based oil and gas company formed in 2016 and employs 160 local experts. Ms. Campbell stated that Crestone's four peaks are unwavering commitment to safety and environment, industry-leading mitigation practices, collaboration with local governments, and stakeholder engagement. Ms. Campbell concluded her presentation on Crestone by showcasing their community investment and reiterating that they employ 160 people who call Colorado home.

Mr. Cameron Ming continued the presentation with why Crestone is proposing the revision. Mr. Ming states that due to continued improvements in technology Crestone has identified efficiencies that can reduce impact on the environment and public. These efficiencies require a revision to the Operator Agreement. Mr. Ming provides an example of Exhibit A of the agreement which shows a reduction from 45 well sites and 311 wells to 43 well sites and 306 wells. Mr. Ming explains that to remove two well sites and to reduce the overall number of wells, they will need to increase the number of wells at certain sites. Mr. Ming discussed the location of the wells in which they would like to remove or move from the original plan which are Bijou, King, and Lone Tree areas. Mr. Ming reiterates that the with this proposal there will be reduced wells and well sites, as well as positive environmental impact and public health and safety welfare.

Mr. David Stewart continued Crestone's presentation to further discuss and highlight one of the pads in the Lone Tree area, stating that other pads will have similar environmental impact reductions. Mr. Stewart reviewed a slide comparing the approved and proposed plans. The comparison showed 38% reduction to disturbed acreage, 44% reduction to VOC emissions, 36% reduction on water use, reduction of 260 days of construction, drilling, and completion time as well as reduction of overall ecological impacts. Mr. Stewart concluded the presentation with additional charts showing reduction of air emissions, land disturbance, and water usage.

CM Hiltz asked for clarification that zoning would not be impacted. Mr. Moore confirmed the zoning doesn't change. CM Hiltz asks what the net effect will be. Mr. Moore responds that it's a total reduction of five wells and 2 well sites. CM Murillo asked if there are any negative impacts which should be considered for the sites getting an increased number of wells. Mr. Moore stated that from their perspective it's a minimal number of wells being added to any site and that consolidation is a good idea.

Outcome:
Mr. Moore requested to move the item to Study Session on December 21.

Follow-up Action:
Councilmembers agree and provide approval to move presentation forward to Study Session.

MISCELLANEOUS MATTERS

Aurora Economic Development Council Update (Yuriy Gorlov):

- November was an active month which is out of the norm for this time of year. AEDC is getting lots of inquiries. AEDC continues to be innovative and creative to find ways to get businesses going.
- AEDC is currently talking to some international firms.
- In August/September brought in a food cold storage operator (Greco)
- Colera is a greenhouse operator that is leasing industrial space in Gateway Park.
- Hoping to close more deals by the end of year and hit goals.
- Outlook for 2021 is still grim for some with lots of shuffling around, but in a position to attract some good companies. Currently about 31 companies in the pipeline looking at new developments.
- Adams County announced their formal commitment with TD Aerospace last week.

Havana Business Improvement District Update (Chance Horiuchi):

- 2021 Certification of assessed valuations: $114,648,028 at 4.50 mill levy
- Prop Tax: $439,719 & URA Prop Tax: $76,197 for a total of $515,916.
- Total Rev & Balance: $1,006,403
- Total Expenditures: $449,739.
    - As of 10/31/2020 On Havana Street's 4.3-mile corridor with over 25+ shopping centers are at 94% occupancy with our retail. However, we expect the occupancy to decline in 2021 Q1 & Q2.
    - 8 closures with 6 closed due to the State of Colorado Industry Specific Health Orders or By Choice, & 16 permanent closures as of 12/9/2020
- NEW BUSINESS: COMFORT DENTAL, ROCKET FIZZ, GEICO, SARA'S MARKET & BAKERY, COLORADO PUPPY RESCUE AND ADOPTION, HOPEFUL HOUND, ROSS DRESS FOR LESS, AFC URGENT CARE STILL MOVING FORWARD.
- YTD Total Sales Tax collected was $15.3M as of 9/2020. Food and Dining Sales Tax was about $2.4M, Auto Dealers & Parts was about $3.8M and Total Use Taxes was about $131,782. Our Sales Tax by percent change from prior year as of 9/2020: Total Sales Tax is at -2.8% YTD, Food & Dining is at -15% YTD, Auto Dealers is at -12.7% YTD, and total Use tax is at -6.5%YTD.
- Construction On-Going - Argenta (Havana & 3rd), Stinker Stores (Havana &Iliff)- NOW OPEN and the Kum & Go (Havana & Yale) is moving forward and in progress to open by Christmas.
- Multi-Modal Study Collaboration continues into 2021
- We continue to receive inquiries from other businesses wanting to relocate and open in Aurora On Havana Street.
    - Chance has hosted driving tours of Havana to prospects and developers, but had to cancel tours in December due to the increased number of cases and risk
- ART2C Public Art installed for 2020-2022 - check it out! Awards winners will be on COCO 9NEWS this Friday, 12/11
- Working with Visit Aurora on a marketing/advertising campaign for the BID -- We are looking to create marketing videos of the Havana Motor Mile, restaurants and retail in the corridor.
- Virtual Annual Meeting 11/19/2020 11:30am-1:30pm went well and hosted a round table discussion for stakeholders
    - https://onhavanastreet.com/events/nov-19-2020-havana-bid-annual-stakeholders-mtg/
- 2020 Havana BID Annual Report**:**

  - https://onhavanastreet.com/wp-content/uploads/2019/11/pdf-for-BID-2020-Annual-Report-to-share-11-19-2020-.pdf
- 2020 Annual Meeting & Update On Havana Street Presentation
  - https://onhavanastreet.com/wp-content/uploads/2019/11/pdf-version-for-website-2020-Update-On-Havana-Street-PP-ANNUAL-MEETING-11-19-2020-1.pdf
- 2020 Business Watch Card
  - https://onhavanastreet.com/wp-content/uploads/2018/11/2020-Business-Watch-Card-as-of11-18-2020.pdf
- Watch the Virtual Presentation
  - https://www.youtube.com/watch?v=Azc2U4NjOkE&feature=youtu.be

Aurora Chamber of Commerce Update (Kevin Hougen):

- The Chamber directory is finalized and will be mailed to 2,500 members.
- Finalized some of the Adam's County grants, the Chamber sent out over $360,000.
- Finishing up Arapahoe County Business Impact Assistance program.
- There is a new program through Adams County. The program is a Restaurant Stability finance relief. There is up to $10,000 for each restaurant. Restaurants without drive throughs can go to the Chamber or Adams County websites to apply online.
- Anticipate additional grants in January with new Congress coming in. Working with the City of Centennial, Aurora, Arapahoe & Adams County for those grant opportunities.
- Government affairs breakfast scheduled virtually for January 12. Partnering with Denver Chamber of Commerce for this event.
- January 20th will be virtual State of the Base with Colonel Peppers at Buckley. Will provide update on space command, the 1,400 jobs that will be established, and over 1 billion dollars of infrastructure.
- Costco opened a new warehouse outside of the Gaylord property with about 250 jobs.
- Lockheed Martin and Northrop Grumman are both hiring 250 engineers in Aurora.
- Negotiating possible merger with Greenwood Village Chamber which is closing. Would assist with their 350 members.

Planning Commission Update (Dennis Lyon):

- Have a couple of items for December 9 Planning Commission meeting. There is a UDO change for the airport. Will be addressing a zone map amendment at a High Point to rezone 185 acres. There is a site plan for Point at Nine Mile for a 63-unit four story apartment on affordable housing.
- There are three Planning Commissioners terms ending this year which are Commissioners Bengen, Jetchick and Turcios. Commissioners Jetchick and Bengen are completing their three-year terms. Commissioner Turcios is completing the term to which she was appointed. Commissioner Bengen has indicated he does not intend to reapply. Commissioners Jetchick and Turcios have reapplied.

Oil & Gas Advisory Committee Update (Jeffrey Moore & Brad Pierce):

- Continuing to ask to bring Oil & Gas Manuel to PED for the tentative January 13 meeting. Most rules have been finalized and they are incorporating changes.
- Hired a Planner and Inspector to the Oil & Gas division.
- Held a November 18 Oil & Gas Advisor Committee. More information will be provided during the 4th quarter regular report for the tentative January PED meeting.

Business Advisory Board (Elena Vasconez):

- Registrations and nominations for the Small Business Awards are open until December 31. Nominations are encouraged and submissions can be made on the website. This will be a virtual event during the third week of March.

AER and Small Business (Marcia McGilley):

- NEW FUNDING
  - CARES Funds – 3/1/20 – 3/30/21 - $200,000
  - Connect2DOT – (Transportation & Construction) - 10/15/20 – 9/30/21 - $20,130.00
  - MBO - $10,000
  - Early Childhood Dev – mid-year to 12/30/20 - $11,000
  - FYI - SBA Core Grant (cut from 2020 - $163,00) – 1/1/20 – 12/31/20 - $155,000
  - Colorado Special Session: COVID-19 Relief Small and Minority Business Arts Organizations (SB20B-001)- Adopted bills process to determine how the Counties will disperse the new funding program (connected with MBO for programming on their grant/loan program)
- This is part of SB20B-001 — COVID-19 Relief Small and Minority Business Arts Organizations — The bill provides relief to small businesses, arts and cultural organizations, and minority-owned businesses. It appropriates $57.1M for these purposes. http://leg.colorado.gov/bills/sb20b-001

- $37 million for direct relief payments to small businesses located in a county that is subject to, and in compliance with, severe capacity restrictions pursuant to a public health order, with payments allocated to the counties for distribution to eligible small businesses, which businesses include restaurants, bars, movie theaters, and fitness and recreational sports centers.
- NEW PROGRAMS
  - Collaboration with OIIA and Dev Svcs/Retail on the Small Business Content Creation Studio – client very interested in using the studio to enhance sales
  - Developing Early Childhood Dev program for 2021 in both English and Spanish
  - Partnership with Community Wealth Building (non-profit) to offer "How to Prepare Financials for the End of the Year"
- Strategic Planning for 2021 Programs - now

Approved:_____

Committee Chair Francoise Bergan Date

Next meeting date: Tentatively January 13, 2021

Draft Minutes of the Regular Meeting of the Planning and Zoning Commission
City of Aurora, Colorado

December 9, 2020

AGENDA ITEM 5a:

Hearing and consideration of Unified Development Ordinance Text Amendment – Correction to the Airport Influence District Overlay Zone District

Applicant:	City of Aurora Planning and Development Services Department
Location:	Within the boundaries of the city
DA Number:	DA-2163-06
Case Numbers:	2018-1006-05
City Staff:	Karen Hancock

As the result of a proposed project in the 60 LDN noise contour for Buckley Garrison, staff became aware of remnant text carried over from the old Zoning Code during drafting of the Unified Development Ordinance (UDO). The remnant text was only carried over to one of the three noise contour subareas in Section 146-2.6.2.a. The city of Aurora community is affected by aircraft operations from the following airports:

- Commercial Airport---Denver International Airport
- General Aviation Airport—Front Range Airport and future Colorado Air and Spaceport
- General Aviation Airport—Centennial Airport
- Military Airport—Buckley Garrison
-

In the old Zoning Code, all three types of airports had requirements described in three different code sections. Working with stakeholders from all airports, staff asked the code consultant to combine and streamline the separate sections into one consistent set of standards for the airport influence districts at all four airports. Descriptions for each separate type of airport were replaced with 'involved airport" for a more inclusive approach. In the description of the 60 LDN subarea, the words "general aviation" were not deleted.

This item is a proposed text amendment to delete the words "general aviation" so that the description is consistent with the other subareas which is "involved airport."

Development application is applicable to the incorporated city boundaries. No public comments were received.

If the correction is not approved, the city may not be in compliance with an existing intergovernmental agreement between Adams County and Denver International Airport. Additionally, the amendment will help protect Buckley Garrison from residential development that may not be compatible with future aircraft operations.

Testimony Given at the Hearing:

Karen Hancock, Case Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Hogan asked if all four airports were notified. Ms. Hancock answered that staff had a discussion about the correction with staff at Buckley Garrison. The other airports were not contacted because they assumed that these requirements were already in place. Commissioner Hogan stated that it would be prudent to let the other airports know of the correction.

Chairman Lyon asked if this item would go before City Council. Ms. Hancock answered yes, and staff would like to take the Commissioners recommendation.

There was no public comment.

Draft Minutes of the Regular Meeting of the Planning and Zoning Commission
City of Aurora, Colorado

December 9, 2020

Planning Commission Results

Agenda Item 5a –UDO Text Amendment

A MOTION WAS MADE BY COMMISSIONER GAISER AND SECONDED BY COMMISSIONER JETCHICK.

MOVE TO RECOMMEND APPROVAL TO CITY COUNCIL THE UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENT CORRECTION TO THE AIRPORT INFLUENCE DISTRICT OVERLAY ZONE DISTRICT BECAUSE THE AMENDMENT COMPLIES WITH CODE CRITIERIA SECTION 146-541-C.4.1.C.3.B :

1. THE CHANGE TO THE ORIDNANCE TEXT IS REQUIRED TO ADDRESS A NEW OR UNFORSEEN THREAT TO THE PUBLIC HEALTH, SAFETY AND WELFARE. THE PROPOSED CHANGE WILL ASSURE THAT THE CITY REMAINS IN COMPLIANCE WITH A LONG-STANDING INTERGOVERNMENTAL AGREEMENT AND PREVENT ENCROACHMENT AROUND BUCKLEY GARRISON THAT COULD IMPACT FUTURE AIRCRAFT OPERATIONS.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

ORDINANCE NO. 2021-____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2.6.2.C.2.A OF THE UDO, PERTAINING TO THE 60 LDN SUBAREA, REMOVING "GENERAL AVIATION" AS A DESCRIPTOR OF AIRPORTS IN ORDER TO PROVIDE CONSISTENT REGULATIONS WITHIN NOISE CONTOURS OF AIRPORTS IN AND NEAR THE JURISDICTIONAL BOUNDARIES OF AURORA

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

Section 1. Section 2.6.2.C.2.a of the UDO is hereby amended to read as follows:

2. 60 LDN Subarea

a. Description

The 60 LDN Subarea is composed of lands that are located between the 60 LDN and 65 LDN noise contours generated by aircraft operations into and out of the involved ~~general aviation~~ airport.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Repealer. All 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 4. Pursuant to Section 5-5 of the Charter of the city of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2021.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2021.

_____

MIKE COFFMAN, Mayor

ATTEST:

_____

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Daniel L Money RLA

DANIEL L. MONEY, Senior Assistant City Attorney

CITY OF AURORA
Council Agenda Item Continuation Page

Item Title: For an Ordinance of the City Council of the City of Aurora, Colorado, Repealing Section 14-75 of the City Code Pertaining to the Ban on Restricted Breed Dogs and Amending Sections 14-4 and 14-73
Item Initiator: Council Member Hiltz and Council Member Coombs
Staff Source: Anthony Youngblood – Animal Services Manager
Legal Source: Tim Joyce – Assistant City Attorney
Outside Speaker: N/A
Date of Change: 12/21/2020

COUNCIL MEETING DATES:

Study Session: 12/7/2020

Regular Meeting: 12/21/2020

ITEM SUMMARY ***(Brief description of changes or updates with documents included.)***

October 24, 2005, City Council approved Ordinance 2005-84 amending Chapter 14 of the City Code to add a new section, section 14-75, pertaining to prohibiting keeping, owning, or possessing pit bulls and other restricted breeds of dogs in the City. The ordinance became effective November 26, 2005.

May 8, 2009, the 10th Circuit Court upheld section 14-75 of the City Code in the case of *Am. Canine Foundation v. City of Aurora*, 618 F. Supp. 2nd 1271 (D. Colo. 2009). The Court determined the City had a legitimate purpose in enacting pit bull and restricted breed ban ordinance that was the protection of the health and safety of the public and upheld the ordinance.

May 9, 2011, City Council approved Ordinance 2011-11 amending the restricted breed ordinance reducing the number of restricted breed dogs from ten breeds to three breeds. The three breeds prohibited by section 14-75 was consistent with the breeds restricted by surrounding jurisdictions.

November 4, 2014, the citizens of Aurora, Colorado, voted on the advisory, nonbinding ballot question: "Shall the People of Aurora adopt an ordinance allowing pit bulls back into the city?" The ballot question failed with 64,251, or 64.4%, "No" votes and 35,515, or 35.6%, "Yes" votes.

August 17, 2020, City Council opted not to submit to a ballot question for the Statewide General Election on November 3, 2020, to repeal section 14-75 of the City Code pertaining to the unlawful keeping of restricted breed dogs.

December 7, 2020, City Council approved to move this item to a regular Council Meeting.

14.75 Unlawful Keeping of a Restricted Breed has been a municipal ordinance since 2006. Currently the ordinance is difficult to enforce due to the number of dogs "hidden" in the city. Also for restricted breeds that have not violated the ordinance, other than being in the city, Animal Services is taking them out of homes and may not be able to find another home to place them in out of the city. As for restricted breed or any dog that may be aggressive or dangerous we now have an ordinance to deal with the actions committed by the dog.

ORDINANCE NO. 2020- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REPEALING SECTION 14-75 OF THE CITY CODE PERTAINING TO THE BAN ON RESTRICTED BREED DOGS AND AMENDING SECTIONS 14-4 AND 14-73

WHEREAS, the City adopted revisions to the Aurora City Code Chapter 14 on November 2, 2020; and

WHEREAS, the revisions to Chapter 14 address aggressive, dangerous, and potentially dangerous animals; and

WHEREAS, the aggressive, dangerous, and potentially dangerous dog provisions render the breed restriction unnecessary.

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 and deleting to subsections (2) and (7) of section 14-4, which subsections shall read as follows:

Sec. 14-4. - Impoundment; court proceedings; disposition of animals.

(2) *Length of impoundment.* If there is probable cause to believe that there is a violation of section 14-5, 14-6, 14-7, 14-8, 14-10, 14-11, 14-12, 14-13, 14-71, 14-72, 14-74, ~~14-75,~~ 14-101, 14-102, 14-131, 141-134 or 14-161, the animal may be taken into custody by the animal protection officer or member of the police department and impounded in the animal shelter in a humane manner. Except as otherwise provided in subsection (7), such impoundment shall be for a period of not less than five (5) business days, unless earlier claimed. If the owner fails to claim the impounded animal after five (5) business days subsequent to being notified or reasonable efforts to notify have been made, the animal shall be deemed surrendered to the Aurora Animal Services Division. The owner shall still be responsible for payment of all fees and costs for the impoundment of the animal.

(7) *Court findings; release of animal; surrender*. If a complaint has been filed in the municipal court against the owner of an animal impounded for violation of section 14-6, 14-7, 14-8, 14-10, 14-71, **or** 14-74, ~~or 14-75,~~ the animal shall not be released from impoundment except on the order of the municipal judge. For violations of section 14-5, 14-11, 14-12, or 14-13, a field supervisor or the division manager have the discretion to release the animal without the need for a court ordered release or may hold the animal for an order from the municipal judge. The municipal judge may, upon making a finding that the alleged owner has failed to appear for any court date on the complaint, order the

animal to be surrendered to the Aurora Animal Services Division. When, at a court disposition hearing ~~for release or surrender of an animal that has been found by the municipal court, by a preponderance of the evidence, to be a restricted breed, or the animal is in violation of any provision of section 14-75, the animal shall be ordered surrendered unless the owner produces evidence deemed sufficient by the court pursuant to section 14-75(5) that the restricted breed will be permanently taken out of the city. At any other hearing~~ for release or surrender the animal shall be ordered surrendered to the Aurora Animal Services Division unless the municipal judge finds, by a preponderance of the evidence, there exists reasonable assurance that the animal can be safely maintained, cared for and controlled without danger to the community and that the animal does not create a nuisance to the surrounding neighbors or community. In determining whether the animal can be safely maintained, cared for and controlled by its owner, the judge shall consider all relevant and reliable evidence, whether or not the evidence is admissible at trial, including, without limitation, pre-bite or post-bite behavior indicative of aggressive or dangerous tendencies regardless of impoundment status. If the animal's owner wishes to have a behavior assessment performed before the surrender hearing, he or she shall notify and work with Aurora Animal Services to set up and complete such assessment following the Aurora Animal Service's shelter policies. Aurora Animal Services shall include language giving written notification (in bold print) of the right to a behavior assessment to any owner of an animal impounded and set for an impound hearing under this section. If the animal's owner chooses to conduct an assessment, the findings from each assessment shall be shared with the other party within five (5) business days of the assessment being conducted, and at least five (5) business days before the date of the impound hearing provided for in Section 14-4(7). The assessment shall be presented to the Judge at the impound hearing. The Judge shall also hear any proffered evidence of the circumstances of the initial bite including whether it occurred on the owner's property, including provocation and evidence relating to the ability to keep the animal on/with the owner utilizing any requirements able to be taken by the owner to minimize any recurrence. All options in lieu of surrender shall be considered. An order of surrender of an animal shall not relieve the owner of payment of fees, costs, or restitution which resulted from the impoundment. When making the determination the animal can be safely maintained, cared for and controlled without danger to the community and that the animal does not create a nuisance to the surrounding neighbors or community the municipal court judge shall make a determination the animal is:

a. A potentially dangerous animal;

b. A dangerous animal; or

c. An aggressive animal.

Section 2. The City Code of the City of Aurora, Colorado, is hereby amended to repeal section 14-75 pertaining to the unlawful keeping of restricted breed dogs.

~~Sec. 14-75. - Unlawful keeping of restricted breeds.~~

~~(1) *Prohibited.* It shall be unlawful for any person to have, own, possess, keep, exercise control over, maintain, harbor, transport, or sell within the city any restricted breed.~~

~~(2) *Definitions.*~~

~~a. "Immediate family" for purposes of this chapter, includes the owner's spouse, child, parent, or sibling.~~

~~b. "Handler" for purposes of this chapter, means an individual with a disability who is utilizing a service dog, as that term is defined in this chapter, to do work or perform tasks directly related to the individual's disability. If over the age of 18, the handler must also be the owner of the service dog. If under the age of 18, the handler's legal guardian must be the owner of the service dog.~~

~~c. "Muzzle" for purposes of this chapter, shall mean a restraining device made of metal, plastic, leather, cloth or a combination of these materials that, when fitted and fastened over a snout/mouth/head, prevents the dog from biting but allows room for the dog to breath and pant. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but must prevent it from biting any person or animal.~~

~~d. "Restricted breed" for purposes of this chapter, is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits or genetic markers of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.~~

~~e. "Secure temporary enclosure" for purposes of this chapter, is a secure enclosure used for purposes of transporting a restricted breed and which includes a top and bottom permanently attached to the sides except for a "door" for removal of the restricted breed. Such enclosure must be of such material and secured with a keyed or combination lock so that the restricted breed cannot exit the enclosure on its own.~~

~~f. "Secure pen or enclosure" for the purposes of this chapter, shall mean a six-sided structure designed to prevent entry of a child or escape of a restricted breed. Such pen or structure must have minimum dimensions of five-feet by ten-feet by five-feet in height per animal housed within and must have secure chain-link sides, a secured top, and a secure bottom. The enclosure must provide protection from the elements for the dog. All structures erected to house a restricted breed must comply with all zoning and building ordinances and regulations of the city and shall be kept in a clean and sanitary condition. All secure pens or enclosures must be approved by the Aurora Animal Services Division. The gate of the pen or enclosure shall be secured with a keyed or combination lock.~~

~~g. "DNA testing" DNA (Deoxyribonucleic Acid) is the genetic blueprint that contain most of the genetic instructions for every canine's body make up (height,~~

weight, size etc.). DNA testing means a genetic analysis to identify key single-nucleotide polymorphisms marker locations (genetic markers) that may detect the breed, type and variety of a dog and may show the ancestral breed composition of a particular dog.

h. "DNA test evidence" an owner may, at the owner's expense, submit a DNA sample to a veterinarian to test for the genetic history of a dog following the Aurora Animal Services Division's policy on DNA collection. Such test should look for the genetic markers for the following breeds: American Pit Bull Terrier, American Staffordshire Terrier, and Staffordshire Bull Terrier. In order to be considered a restricted breed the DNA testing must demonstrate a genetic blueprint of excess of 50 percent restricted breed. The DNA test results shall constitute prima facie evidence which the court may consider in establishing the breed of the dog. DNA testing results shall override any subjective evidence including observational findings to the contrary. If an owner indicates to a judge that a DNA test will be performed, the court may issue appropriate orders as to the release of the dog with any additional conditions that the court believes will minimize any danger to the community during the pendency of the testing and obtaining the results.

(3) *Exceptions*. The prohibition in subsection (1) shall not apply in the following enumerated circumstances. Failure by the owner to comply and remain in compliance with all the terms of any applicable exception may subject the restricted breed to immediate impoundment and disposition.

a. The owner of a restricted breed who has applied for and received a city license and who maintains the restricted breed at all times in compliance with the restricted breed license requirements of subsection (4) of this section and all other applicable requirements of this chapter, may keep a restricted breed within the city.

b. The Aurora Animal Services Division may temporarily transport and harbor any restricted breed for purposes of enforcing the provisions of this chapter.

c. Any veterinarian while treating a restricted breed or holding such restricted breed after treatment until claimed by the owner or released to an animal protection officer.

d. A person may temporarily transport into and hold in the city a restricted breed only for the purpose of showing such restricted breed in a place of public exhibition, contest or show sponsored by a dog club association or similar organization. However, the sponsor of the exhibition, contest, or show must receive written permission from the city manager or designee, must obtain any other permits or licenses required by city ordinance, and must provide protective measures adequate to prevent restricted breeds from escaping or injuring the public. The person who transports and holds a restricted breed for showing shall, at all times when the restricted breed is being transported within the city to and from the place of exhibition, contest, or show, keep the restricted breed confined in a secure temporary enclosure locked with a keyed or combination lock and

~~bearing a caution sign affixed in a conspicuous location warning people a pit bull is confined within.~~

~~e. The owner of a restricted breed may temporarily transport the restricted breed through the city. During such transport, the owner may not stop within the city for any reason not reasonably related to and necessary for travel. During such travel, the owner shall keep the restricted breed muzzled and either in a secure temporary enclosure or securely leashed with a leash no longer than four feet in length held by someone 21 years of age or older who is capable of effectively controlling the dog. Extension-style leashes may not be used. Leashes may not be attached to inanimate objects.~~

~~f. The owner of a restricted breed that is the owner's service animal who has applied for and received a license in accordance with subsection (4) of this section, and who maintains the restricted breed at all times in compliance with the restricted breed license requirements of subsection (4) of this section and all other applicable requirements of this chapter, may keep a restricted breed that is a service animal within the city. If the Aurora Animal Services Division or other authorized city law enforcement officer makes contact with an owner of a restricted breed not licensed pursuant to this section and the owner asserts that his or her dog is a service animal, the owner shall be informed of this section and instructed to obtain a license pursuant to subsection (4) below within 72 hours of the initial contact. Failure to obtain a license pursuant to subsection (4) of this section shall result in impoundment of the dog pursuant to subsection (5) of this section.~~

~~g. A non-resident owner may temporarily transport into and hold in the city a restricted breed that is the owner's service animal for a period not exceeding two weeks. During such temporary transport or holding, the owner shall keep the restricted breed muzzled and securely leashed with a leash no longer than four feet in length held by the owner who requires the use of the service animal. In the event the owner, because of a disability, is not able to use a muzzle or leash no longer than four feet in length, or in the event the use of a muzzle or a leash no longer than four feet in length would interfere with the service animal's safe, effective performance of work or tasks, the service animal must be otherwise under the owner's control.~~

~~h. An owner or handler of a designated service dog or designated emotional support animal may be under 21 years of age.~~

~~(4) *City License*. The owner of a restricted breed that is a designated service animal or a designated emotional support animal who has applied for and received a city license shall be allowed to keep such restricted breed within the city. As a condition of issuance of a city license, the owner shall at the time of application, comply with or otherwise provide sufficient evidence that the owner is in compliance with all of the following regulations:~~

~~a. The owner of the restricted breed shall provide proof of a current rabies vaccination and shall pay an annual city license fee. The annual city license fee shall be waived for a restricted breed that is a service animal.~~

~~b. The owner of the restricted breed shall keep current the city license for such restricted breed through annual renewal. Such license is not transferable or renewable except by the holder of the license.~~

~~c. The owner must be at least 21 years of age. This regulation shall be waived for a restricted breed that is a designated service animal or a designated emotional support animal.~~

~~d. The owner shall present to the city manager or designee proof that the owner has homeowner's or renter's insurance with a minimum of $100,000.00 for liability coverage which will cover any damage or injury caused by a restricted breed during the 12-month period covered by the restricted breed. This regulation shall be waived for a restricted breed that is a designated service animal or a designated emotional support animal.~~

~~e. The owner shall, at the owner's own expense, have the restricted breed spayed or neutered and shall present to the city manager or designee documentary proof from a licensed veterinarian that this sterilization has been performed.~~

~~f. The owner shall, at the owner's own expense, have a microchip containing an identification number implanted into the restricted breed. The owner shall also, at the owner's expense, register the microchip number with a national data bank and provide proof of such registration to the Aurora Animal Services Division. The city manager or designee shall maintain a file containing the registration numbers and names of the restricted breed and the names and addresses of the owners. The owner shall notify the city manager or designee of any change of address.~~

~~g. Except as stated below and at all times when a restricted breed is on the property of the owner, the owner shall keep the restricted breed confined. When outdoors, all restricted breeds shall be confined in a locked secure pen or enclosure or with its owner or an adult at least 18 years of age in the rear yard with the dog, and the rear yard enclosed by a six foot fence maintained in accordance with the City Code.~~

~~h. No restricted breed may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. This regulation may be waived for a restricted breed that is a service animal if this restriction interferes with the work or task the service animal is trained to perform.~~

~~i. At all times when a restricted breed is away from the property of the owner, the owner shall keep the restricted breed muzzled and either in a secure temporary enclosure or securely leashed with a leash no longer than four feet in length held by someone who is capable of effectively controlling the dog. Extension-style leashes may not be used. Leashes may not be attached to inanimate objects. In the event the owner, because of a disability, is not able to use a leash or in the event the use of a muzzle or a leash would interfere with the service animal's safe, effective performance of work or tasks, the service animal must be otherwise under the handler's control at all times when away from the~~

~~property of the owner in a manner relayed to the city manager or designee at the time of licensing. This regulation and the means for controlling the restricted breed may be modified and portions may be waived for service animals by the city manager or designee as determined on a case-by-case basis.~~

~~j. The owner shall immediately notify the Aurora Animal Services Division in the event that the restricted breed is loose, stolen, at-large, unconfined, has mauled, bitten, attacked, threatened, or in any way menaced another animal or human, or has died.~~

~~k. No person applying for a city license for a restricted breed shall be granted an intact license pursuant this chapter for such restricted breed.~~

~~l. Failure to comply with any of these conditions shall result in a revocation of the license, impoundment, and disposition pursuant to subsection (5) of this section.~~

~~(5) *Impoundment*. The Aurora Animal Services Division is authorized to immediately impound any restricted breed found within the city limits which does not fall within the exceptions listed in subsection (3) or (4). If the dog is found to be an unlicensed restricted breed it shall be ordered surrendered or humanely euthanized unless the owner produces evidence deemed sufficient by the court that the restricted breed is to be permanently taken out of the city. Sufficient evidence must include, but is not limited to, a notarized agreement from the person taking custody of the animal containing an address and date of transfer. Additionally, the owner must consent to an in-home inspection by the Aurora Animal Services Division within 30 days of release for the purpose of verifying the dog's removal from the city. Prior to release of the dog the owner must have the dog microchipped, if not already microchipped, have the microchip identification number recorded with the Aurora Animal Services Division, and the owner must pay the cost of impoundment and microchip the dog. If the dog is found not to be a restricted breed or if the dog is found to be a service animal, the dog shall be released to the owner. Notwithstanding a finding that the dog is not a restricted breed or a finding that the dog is a service animal, a dog may be impounded and the owner may be held responsible for violations of this section or any other applicable state or local law, including but not limited to, the ordinances contained in chapter 14 of the Aurora Colo. Code (the "City Code").~~

~~(6) *Penalty*. In addition to the penalty provisions provided in section 1-13 of the City Code, any person convicted of violating this section with an unlicensed restricted breed shall be subject to the payment of a fine of not less than $700.00. None of the minimum monetary fines in this subsection shall be suspended by the municipal court and the penalties in this subsection may be imposed in addition to the court-ordered euthanasia provided in section 14-4.~~

Section 3. The City Code of the City of Aurora, Colorado, is hereby amended by addto to and deleting from subsection (1)(a) of section 14-73, which subsections shall read as follows:

Sec. 14-73. – Reckless Dog Owner.

(1) Any person convicted of:

a. A conviction of section 14-6. 14-7, 14-8, 14-12, 14-13, **or** 14-71~~, or 14-75~~ of Chapter 14 of the City Code three (3) or more times in a twenty-four (24) month period; or

b. A conviction of section 14-9, when the conviction is failing to remove the excrement in a kennel an animal is living in.

c. A conviction of section 14-7, Keeping potentially dangerous, aggressive, or dangerous animals, two (2) or more times in any five (5) year period shall be declared a reckless dog owner.

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:

Tim Joyce RLA
_____
TIM JOYCE, Assistant City Attorney

City of Aurora

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

Jim Twombly, City Manager
City of Aurora, Colorado

Approved as to form:

Isabelle Evans

RESOLUTION NO. R 2020-_____

A RESOLUTION BY THE CITY COUNCIL OF AURORA, COLORADO, TO RENEW THE CITY MANAGER'S 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 of Aurora City Manager declared a local state of disaster on March ____, 2020; and

WHEREAS, the City Council finds and declares that 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.

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

Section 1. The Disaster Declaration signed by the City Manager on March ___, 2020, is hereby renewed by the City Council. This Disaster Declaration shall remain in place until the

City Council terminates the Declaration by motion, whereupon the City Manager shall issue a proclamation ending the state of disaster.

Section 2. 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

NOTICE OF CITY OF AURORA REGULATION PURSUANT TO AURORA MUNICIPAL CODE ORDINANCE 38-33(d)

Regulation 20-03

On March 18, 2020, the City of Aurora declared a state of disaster due to the public health incident related to COVID-19 in order to preserve and protect the public health, safety, and welfare of the inhabitants of the City. Under Aurora Municipal Ordinance 38-33(d), during a declared state of disaster, the City Manager may promulgate regulations necessary to protect life and property and preserve critical resources. At this time, the City Manager has determined that an exercise of that authority is necessary to protect the citizens of the City of Aurora and to facilitate statewide efforts to stop the spread of COVID-19. Therefore, the following regulations are hereby adopted:

1. The City of Aurora hereby adopts the restrictions promulgated by the State of Colorado in Executive Order D 2020 039 and Public Health Order 20-26, as they may be amended from time to time.
2. The City Manager hereby delegates enforcement authority for violations of the Executive Order and the Public Health Order to the Director of Finance. The Director may delegate enforcement duties to appropriate personnel within the Department.
3. The City of Aurora further orders that all businesses operating within the City shall establish a policy requiring customers to wear medical or non-medical cloth face coverings at all times when customers may be in indoor public areas associated with the business. It shall be the responsibility of all businesses to enforce such policies. The City of Aurora Department of Finance and the Aurora Police Department shall have authority to enforce this regulation under Aurora Municipal Code, Section 38-28.
4. This regulation shall remain in place until midnight on May 8, 2020, or until the City Manager determines that such regulation is no longer necessary to protect life and property in the City of Aurora.

Dated this 27th day of April, 2020.

_____

Jim Twombly, City Manager

City of Aurora, Colorado

NOTICE OF CITY OF AURORA REGULATION PURSUANT TO AURORA MUNICIPAL CODE ORDINANCE 38-33(d)

Regulation 20-03

On March 18, 2020, the City of Aurora declared a state of disaster due to the public health incident related to COVID-19 in order to preserve and protect the public health, safety, and welfare of the inhabitants of the City. Under Aurora Municipal Ordinance 38-33(d), during a declared state of disaster, the City Manager may promulgate regulations necessary to protect life and property and preserve critical resources. At this time, the City Manager has determined that an exercise of that authority is necessary to protect the citizens of the City of Aurora and to facilitate statewide efforts to stop the spread of COVID-19. Therefore, the following regulations are hereby adopted:

1. The City of Aurora hereby adopts the restrictions promulgated by the State of Colorado in Executive Order D 2020 039 and Public Health Order 20-26, as they may be amended from time to time.
2. The City Manager hereby delegates enforcement authority for violations of the Executive Order and the Public Health Order to the Director of Finance. The Director may delegate enforcement duties to appropriate personnel within the Department.
3. The City of Aurora further orders that all persons shall wear medical or non-medical cloth face coverings at all times when located in indoor public places, including, but not limited to, when entering critical businesses within the City of Aurora. The Aurora Police Department shall have the authority to enforce this individual requirement under Aurora Municipal Code, Section 38-28.
4. This regulation shall remain in place until midnight on May 8, 2020, or until the City Manager determines that such regulation is no longer necessary to protect life and property in the City of Aurora.

Dated this 27th day of April, 2020.

_____

Jim Twombly, City Manager

City of Aurora, Colorado

NOTICE OF CITY OF AURORA REGULATION PURSUANT TO AURORA MUNICIPAL CODE ORDINANCE 38-33(d)

Regulation 20-04

On March 18, 2020, the City of Aurora declared a state of disaster due to the public health incident related to COVID-19 in order to preserve and protect the public health, safety, and welfare of the inhabitants of the City. Under Aurora Municipal Ordinance 38-33(d), during a declared state of disaster, the City Manager may promulgate regulations necessary to protect life and property and preserve critical resources. At this time, the City Manager has determined that an exercise of that authority is necessary to protect the citizens of the City of Aurora and to facilitate statewide efforts to stop the spread of COVID-19. Therefore, the following regulations are hereby adopted:

1. The City of Aurora hereby adopts the restrictions promulgated by the Tri-County Health Department in its order dated April 25, 2020, Adopting and Extending State Stay at Home Orders, as it may be amended from time to time. This regulation, consistent with the language of the order, shall apply only in areas of the City of Aurora located in Adams and Arapahoe Counties.
2. The City Manager hereby delegates enforcement authority for violations of the Executive Order and the Public Health Order to the Director of Finance. The Director may delegate enforcement duties to appropriate personnel within the Department.
3. This regulation shall remain in place until midnight on May 8, 2020, or until the City Manager determines that such regulation is no longer necessary to protect life and property in the City of Aurora.

Dated this 27th day of April, 2020.

_____

Jim Twombly, City Manager

City of Aurora, Colorado

NOTICE OF CITY OF AURORA REGULATION PURSUANT TO AURORA MUNICIPAL CODE ORDINANCE 38-33(d)

Regulation 20-05

On March 18, 2020, the City of Aurora declared a state of disaster due to the public health incident related to COVID-19 in order to preserve and protect the public health, safety, and welfare of the inhabitants of the City. Under Aurora Municipal Ordinance 38-33(d), during a declared state of disaster, the City Manager may promulgate regulations necessary to protect life and property and preserve critical resources. At this time, the City Manager has determined that an exercise of that authority is necessary to protect the citizens of the City of Aurora and to facilitate statewide efforts to stop the spread of COVID-19. Therefore, the following regulations are hereby adopted:

1. The City of Aurora hereby adopts the restrictions promulgated by the Tri-County Health Department in its Public Health Order Adopting and Extending State Stay at Home Orders, dated April 25, 2020, as it may be amended from time to time ("TCHD Stay at Home Order").
2. The City Manager hereby delegates enforcement authority for violations of the TCHD Stay at Home Order to the Director of Neighborhood Services; the Director of Parks, Recreation, and Open Space; and the Director of Finance. Such Directors may delegate enforcement duties to personnel within their respective Departments.
3. This regulation shall remain in place so long as the TCHD Stay at Home Order remain in place, or until the City Manager determines that such regulation is no longer necessary to protect life and property in the City of Aurora.

Dated this 30th day of April, 2020.

_____

Jim Twombly, City Manager

City of Aurora, Colorado

NOTICE OF CITY OF AURORA REGULATION PURSUANT TO AURORA MUNICIPAL CODE ORDINANCE 38-33(d)

Regulation 20-06

On July ____, 2020, the City of Aurora declared a state of disaster due to the public health incident related to COVID-19 in order to preserve and protect the public health, safety, and welfare of the inhabitants of the City. Under Aurora Municipal Ordinance 38-33(d), during a declared state of disaster, the City Manager may promulgate regulations necessary to protect life and property and preserve critical resources. At this time, the City Manager has determined that an exercise of that authority is necessary to protect the citizens of the City of Aurora and to facilitate statewide efforts to stop the spread of COVID-19. Therefore, the following regulations are hereby adopted:

1. The City of Aurora hereby adopts the restrictions promulgated by State Executive Order D 2020-138, dated July 16, 2020 ("State Facial Coverings Order") as it may be amended from time to time.
2. The City Manager hereby delegates enforcement authority for violations of the State Facial Coverings Order to the Director of Housing and Community Services; the Director of Parks, Recreation, and Open Space; and the Director of Finance. Such Directors may delegate enforcement duties to personnel within their respective Departments.
3. This regulation shall remain in place so long as the State Facial Coverings Order remains in place, or until the City Manager determines that such regulation is no longer necessary to protect life and property in the City of Aurora.

Dated this ____ day of July, 2020.

_____

Jim Twombly, City Manager

City of Aurora, Colorado

NOTICE OF CITY OF AURORA REGULATION PURSUANT TO AURORA MUNICIPAL CODE ORDINANCE 38-33(d)

Regulation 20-06

On July ____, 2020, the City of Aurora declared a state of disaster due to the public health incident related to COVID-19 in order to preserve and protect the public health, safety, and welfare of the inhabitants of the City. Under Aurora Municipal Ordinance 38-33(d), during a declared state of disaster, the City Manager may promulgate regulations necessary to protect life and property and preserve critical resources. At this time, the City Manager has determined that an exercise of that authority is necessary to protect the citizens of the City of Aurora and to facilitate statewide efforts to stop the spread of COVID-19. Therefore, the following regulations are hereby adopted:

1. The City of Aurora hereby adopts the restrictions promulgated by the Tri-County Health Department in its Order Requiring Facial Coverings in Public Where Social Distancing Cannot be Maintained, dated July 10, 2020 ("Facial Coverings Order") as it may be amended from time to time.
2. The City Manager hereby delegates enforcement authority for violations of the Facial Coverings Order to the Director of Housing and Community Services; the Director of Parks, Recreation, and Open Space; and the Director of Finance. Such Directors may delegate enforcement duties to personnel within their respective Departments.
3. This regulation shall remain in place so long as the Facial Coverings Order remains in place, or until the City Manager determines that such regulation is no longer necessary to protect life and property in the City of Aurora.

Dated this ____ day of July, 2020.

_____

Jim Twombly, City Manager

City of Aurora, Colorado

NOTICE OF CITY OF AURORA REGULATION PURSUANT TO AURORA MUNICIPAL CODE ORDINANCE 38-33(d)

Regulation 20-07

On July 20, 2020, the City of Aurora declared a state of disaster due to the public health incident related to COVID-19 in order to preserve and protect the public health, safety, and welfare of the inhabitants of the City. Under Aurora Municipal Ordinance 38-33(d), during a declared state of disaster, the City Manager may promulgate regulations necessary to protect life and property and preserve critical resources. At this time, the City Manager has determined that an exercise of that authority is necessary to protect the citizens of the City of Aurora and to facilitate statewide efforts to stop the spread of COVID-19. Therefore, the following regulations are hereby adopted:

1. The City of Aurora hereby adopts the restrictions promulgated by State Executive Order D 2020-091, dated June 1, 2020 ("Safer at Home and in the Vast, Great Outdoors") as it may be amended from time to time.
2. The City Manager hereby delegates enforcement authority for violations of Safer at Home and in the Vast, Great Outdoors to the Director of Housing and Community Services; the Director of Parks, Recreation, and Open Space; and the Director of Finance. Such Directors may delegate enforcement duties to personnel within their respective Departments.
3. This regulation shall remain in place so long as Safer at Home and in the Vast, Great Outdoors remains in place, or until the City Manager determines that such regulation is no longer necessary to protect life and property in the City of Aurora.

Dated this ____ day of August, 2020.

_____

Jim Twombly, City Manager

City of Aurora, Colorado

NOTICE OF CITY OF AURORA REGULATION PURSUANT TO AURORA MUNICIPAL CODE ORDINANCE 38-33(d)

Regulation 20-10

On July 20, 2020, the City of Aurora declared a state of disaster due to the public health incident related to COVID-19 to preserve and protect the public health, safety, and welfare of the inhabitants of the City. Under Aurora Municipal Ordinance 38-33(d), during a declared state of disaster, the City Manager may promulgate regulations necessary to protect life and property and preserve critical resources. At this time, the City Manager has determined that an exercise of that authority is necessary to protect the citizens of the City of Aurora and to facilitate statewide efforts to stop the spread of COVID-19. Therefore, the following regulations are hereby adopted:

1. The City of Aurora hereby adopts the restrictions promulgated by State Executive Order D 2020-101, dated June 13, 2020 ("State Relief for Tenants Order") as it may be amended from time to time pertaining to prohibiting landlords from charging any late fees or penalties for any breach of the terms of a lease or rental agreement due to nonpayment that were incurred from May 1, 2020 through the duration of the state declared state of epidemic disaster by extending the termination date of the Executive Order D 2020-101 by multiple successive Executive Orders.
2. The City Manager hereby delegates enforcement authority for State Relief for Tenants Order to the Director of Housing and Community Services and the Director of Finance. Such Directors may delegate enforcement duties to personnel within their respective Departments.
3. This regulation shall remain in place so long as Executive Order D 2020-101 is extended by additional Executive Orders, or until the City Manager determines that such regulation is no longer necessary to protect life and property in the City of Aurora.

Dated this ____ day of October 2020.

_____

James M. Twombly, City Manager

City of Aurora, Colorado

NOTICE OF CITY OF AURORA REGULATION PURSUANT TO AURORA MUNICIPAL CODE ORDINANCE 38-33(d)

Regulation 20-11

Prohibiting enforcement of City Code section 146-4.6.3.B.4 at 3293 Oakland Street, Aurora, Colorado

On July 2, 2020, the City of Aurora, Colorado declared a state of disaster due to the public health incident related to COVID-19 to preserve and protect the public health, safety, and welfare of the inhabitants of the City. The disaster declaration was reaffirmed by City Council on November 2, 2020. Under Aurora Municipal Ordinance 38-33(d), during a declared state of disaster, the City Manager may promulgate regulations necessary to protect life and property and preserve critical resources. At this time, the City Manager has determined that an exercise of that authority is necessary to protect the citizens of the City of Aurora, Colorado and to facilitate statewide efforts to stop the spread of COVID-19. Therefore, the following regulation is hereby adopted:

1. The City of Aurora, Colorado hereby adopts the provisions of the fourth updated Public Health Order 20-24, as may be amended or extended, that strongly urged the City to make shelter available to people experiencing homelessness. The City has a temporary shelter for persons experiencing homelessness at 3293 Oakland Street, Aurora, Colorado. This location also provides parking for Recreational Vehicles and personal vehicles the homeless may use to sleep in rather than sleep inside the shelter.
2. The City Manager hereby determines enforcement of City Code section 146-4.6.3.B.4, that prohibits people from living in vehicles, shall not be enforced at the 3293 Oakland Street, Aurora, Colorado location for the duration of the City's declaration of disaster, if the use of the parking area at the temporary shelter for Recreational Vehicles and personal vehicles used by the homeless is terminate sooner, or until the City Manager determines that this prohibition is no longer necessary to protect life and property in the City of Aurora, Colorado.

Dated this ____ day of January 2021.

_____

James M. Twombly, City Manager

City of Aurora, Colorado

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to appoint one (1) member to the Busk-Ivanhoe Water System Authority
Item Initiator: Davis, Alexandra – D/D Water Resources – Aurora Water
Staff Source/Legal Source: Susan Barkman / Christine McKenney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 12/21/2020

Regular Meeting: N/A

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/18/2020

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

On August 28, 2018, City Council appointed Tom Simpson as one of the Directors of the Busk-Ivanhoe Water System Authority.

On November 18, 2020, The Water Policy Committee approved forwarding the appointment of Richard Keinitz to the Busk-Ivanhoe Water System Authority forward to Study Session.

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

The Busk-Ivanhoe Water System Authority (Authority) was established pursuant to an intergovernmental agreement (IGA) (attached), in 2008 and is jointly operated by the Board of Water Works of Pueblo (Pueblo) and the City of Aurora (Aurora) to effectuate the development, operation, maintenance, and capital improvement of the Busk-Ivanhoe Water System (System) for the benefit of Pueblo and Aurora and the inhabitants of their respective service areas in accordance with the *Service Agreement for Operation of the Busk-Ivanhoe Water System*.

The System comprises an existing system of collection and transmission ditches, dams, reservoirs, pipelines, water tunnels, and other related infrastructure and appurtenances located in Pitkin and Lake Counties by which waters of Hidden Lake Creek, Pan Creek, Lyle Creek, and Ivanhoe Creek may be collected, stored, and diverted from the western slope of Colorado to the eastern slope of Colorado; water rights, including Ivanhoe Reservoir and Tunnel, Lyle Ditch, Pan Ditch, and Hidden Lake Creek Ditch; and residential buildings, maintenance shops and equipment, a fuel depot, and domestic water and wastewater facilities located at Ivanhoe Reservoir in Pitkin County, where caretakers who perform operation and maintenance of the System work and reside seasonally.

The 2008 IGA has specific language for the Authority's governing body of four directors with two from each entity:

"The governing body of the Authority shall be a Board of four Directors. Two Directors shall be employees or consultants to [Pueblo], and appointed to the Authority by [Pueblo]; and two Directors shall be employees or consultants to Aurora, and appointed to the Authority by Aurora. Each Director shall serve until replaced by the Member that appointed him or her."

Due to Mr. Simpson's retirement from the City of Aurora, Aurora Water proposes that Richard Keinitz, Water Resource Specialist, replace Tom Simpson as a Director.

Duties and Responsibilities of Steering Committee and Joint Water Authority

Scheduled meetings are held annually of which general business is discussed regarding water rights issues, operations, projects, planning, budget, and general policy issues. Meetings may be held at several locations including both entities, and at the System location in Pitkin and Lake Counties. In addition, special and sometime emergency meetings and conference calls may be held across the year for guidance from the Board of Directors on major operational and planning issues. Budgeting for the Authority is accomplished through the annual budget approval from both entities and their respective Council and Board.

The makeup of the Authority consists of members from each entity that have decision making authority and knowledge regarding both water resource and operational issues of the System. Other members from Aurora Water include, Marshall Brown also a Director. The replacement of Mr. Simpson by Richard Keinitz will allow for uninterrupted daily operations of the System.

In order to abide by the terms of the establishing IGA and maintain consistency of operations, Aurora Water requests that Richard Keinitz be appointed to one of the Director positions replacing Mr. Simpson. Each Director shall serve until replaced by a newley appointed member.

QUESTIONS FOR COUNCIL

Does Council support forwarding the appointment of Richard Keinitz to the Busk-Ivanhoe Water System Authority to Regular Session?

LEGAL COMMENTS

Per our IGA with Pueblo creating this authority to conduct operations within the joint purview of Aurora and pueblo the governing body of the Authority shall be a Board of four Directors. Two Directors shall be employees or consultants to [Pueblo], and appointed to the Authority by [Pueblo]; and two Directors shall be employees or consultants to Aurora, and appointed to the Authority by Aurora. Each Director shall serve until replaced by the Member that appointed him or her. The authority for this IGA is in Article 3-9 of the City Charter and in Section 29-20-105 of the Colorado Revised Statutes. (Lathers)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE BOARD OF WATER WORKS OF PUEBLO, COLORADO
AND THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE,
CONCERNING THE BUSK-IVANHOE WATER SYSTEM

This Intergovernmental Agreement ("Agreement") is entered into by and between the Board of Water Works of Pueblo, Colorado (the "Board") and the City of Aurora, Colorado, acting by and through its Utility Enterprise ("Aurora"). The purpose of this Agreement is to create the Busk-Ivanhoe Water System Authority as a governmental entity separate from the Board and Aurora, pursuant to Section 18(2)(a) and (b) of Article XIV, Constitution of the State of Colorado, and to Part 2 of Article 1 of Title 29, Colorado Revised Statutes, to effect the development, operation, maintenance, and capital improvement of the Busk-Ivanhoe Water System.

1. RECITALS

1.1. The Board is an independent Board established under the Charter of the City of Pueblo, a Colorado municipal corporation and home rule city of the County of Pueblo, and is a government within the meaning of Section 29-1-202(1), C.R.S.

1.2. Aurora is a Colorado municipal corporation and home rule city of the Counties of Adams, Arapahoe and Douglas, and is a government within the meaning of Section 29-1-202(1), C.R.S.

1.3. Pursuant to Section 18(2)(a) and (b) of Article XIV, Constitution of the State of Colorado, and Section 29-1-201, et seq., C.R.S. concerning intergovernmental contracts, the Board and Aurora are authorized to establish by contract a separate governmental entity to effect the development, operation, maintenance, and capital improvement of the Busk-Ivanhoe Water System.

1.4. The Busk-Ivanhoe Water System ("System") comprises an existing system of collection and transmission ditches, dams, reservoirs, pipelines, water tunnels, and other related infrastructure and appurtenances ("System Infrastructure") located in Pitkin and Lake Counties by which waters of Hidden Lake Creek, Pan Creek, Lyle Creek, and Ivanhoe Creek may be collected, stored, and diverted from the western slope of Colorado to the eastern slope of Colorado; water rights, including Ivanhoe Reservoir and Tunnel, Lyle Ditch, Pan Ditch, and Hidden Lake Creek Ditch ("System Water Rights"), which were originally adjudicated by the District Court in and for Garfield County, Colorado, in Civil Action No. 2621, on January 9, 1928, Civil Action No. 3082 on August 25, 1936, and Civil Action No. 4033 on October 24, 1952; and residential buildings, maintenance shops and equipment, a fuel depot, and domestic water and wastewater facilities ("Ivanhoe Camp Facilities") located at Ivanhoe Reservoir in

Pitkin County, where caretakers who perform operation and maintenance of the System work and reside seasonally.

1.5. On April 25, 1969, the High Line Canal Company, the then owner of the System, entered into Contract No. 14-06-700-6576 (subsequently renumbered 9-07-70-W0099) with the United States Bureau of Reclamation ("United States") for carriage of water collected and diverted upon the System Water Rights through diversion and transmission works of the Federal Fryingpan-Arkansas Project, and storage of such water in Fryingpan-Arkansas Project East Slope Reservoirs. On February 1, 1971, the High Line Canal Company entered into an amendatory contract for carriage of its remaining interest in the System Water Rights by means of Fryingpan-Arkansas Project facilities.

1.6. Pursuant to a series of agreements dated September 7, 1971, the Board acquired from the High Line Canal Company one-half of the System Water Rights and the entirety of the System Infrastructure and Ivanhoe Camp Facilities, subject, however, to a perpetual easement in favor of the High Line Canal Company and its successors or assigns for carriage of the one-half of the System Water Rights not owned by the Board.

1.7. On September 25, 2003, the Board entered into a renewal contract, No. 0396CO117, with the United States for carriage of its ownership interest in the System Water Rights by means of facilities of the Fryingpan-Arkansas Project.

1.8. In 1984, Busk-Ivanhoe Inc., was incorporated as a mutual ditch and reservoir company to succeed to the interests of the High Line Canal Company in the System, which interests comprise a one-half interest in the System Water Rights, a perpetual easement for carriage of one-half of the System Water Rights, and the contractual rights and obligations of the High Line Canal Company related to the System. Aurora subsequently acquired one hundred percent of the capital stock of Busk-Ivanhoe Inc.

1.9. The Board and Aurora have heretofore cooperated informally in the operation and maintenance of the System. They therefore wish to enter into this Agreement to create the Busk Ivanhoe Water System Authority to effect the development, operation, maintenance, and capital improvement of the System, for the mutual benefit of the Board and Aurora.

Now therefore, the Board and Aurora, for and in consideration of the premises and the mutual promises and covenants hereafter set forth agree as follows:

2. BUSK-IVANHOE WATER SYSTEM AUTHORITY

2.1. Establishment. The Board and Aurora hereby establish the Busk-Ivanhoe Water System Authority ("Authority") as a political subdivision and public corporation of the State of Colorado separate from the Board and Aurora.

2.2. Purpose of the Authority. The Authority shall effectuate the development, operation, maintenance, and capital improvement of the System for the benefit of the Board and Aurora and the inhabitants of their respective service areas in accordance with the separate Service Agreement for Operation of the Busk-Ivanhoe Water System of even date herewith among the Board, Aurora, and the Authority (the "Service Agreement").

2.3. Members. The Members of the Authority shall be the Board and Aurora.

2.4. Governing Body.

2.4.1. Directors. The governing body of the Authority shall be a Board of four Directors. Two Directors shall be employees or consultants to the Board, and appointed to the Authority by the Board; and two Directors shall be employees or consultants to Aurora, and appointed to the Authority by Aurora. Each Director shall serve until replaced by the Member that appointed him or her.

2.4.2. Initial Directors. The initial Directors of the Authority shall be:

For the Board:	1. Alan Hamel 2. Roger L. "Bud" O'Hara
For Aurora:	1. Kathleen Kitzmann 2. Gerald Knapp

2.4.3. Compensation. Directors shall not receive compensation for their service on the Authority's Board of Directors.

2.4.4. Officers. The Directors, upon a majority vote, shall select one Director to serve as the Chair for the Authority, who shall chair all meetings of the Authority, maintain minutes or other records of such meetings, and be entitled to call special meetings of the Authority. The Directors shall also select another Director to serve as Vice-chair of the Authority, and a person, who need not be a Director, to serve as Treasurer of the Authority. The Vice-chair shall carry out the duties of the Chair if the Chair is absent or otherwise unable to serve, and the Treasurer shall maintain all financial records of the Authority.

2.4.5. Action by the Board. Action by the Authority shall require the affirmative votes of three Directors, and three Directors shall constitute a quorum for the transaction of Authority business. Votes may be taken in person, by telephone, by e-mail, or by any other means of modern technology. Votes may not be taken by mail.

2.4.6. Duties of the Board. The Board shall carry out the functions and exercise the powers of the Authority and shall comply with the provisions of Parts 1, 5, and 6 of Article 1 of Title 29, C.R.S.

2.5. Powers of the Authority. The functions, services, and general powers of the Authority are as follows:

2.5.1. To assume the general functions of the Busk-Ivanhoe Advisory Operation Board created by the Purchase and Management Agreement dated September 7, 1971 by and between the Board and the High Line Canal Company (A copy of which is attached hereto as Exhibit 1); and the provisions of Article II of the Purchase and Management Agreement regarding the creation and functions of the Busk-Ivanhoe Advisory Operation Board shall be superceded and replaced by this Agreement, which amends the Purchase and Management Agreement in accordance with Article III.E. thereof.

2.5.2. To conduct its business affairs and all other legally permissible activities for the benefit of the Board and Aurora and the inhabitants of their respective service areas, at the direction of the Directors.

2.5.3. To make and enter into contracts with the Members, the United States, any state or local governmental organization, or any individual, company, association, or other entity.

2.5.4. To obtain and maintain the services of staff as appropriate to carry out the functions and contractual obligations of the Authority, which staff may be employees of the Authority, of the Board, or of Aurora, or outside consultants, and to do and perform any acts or other things entitled to the Authority under, through, or by means of agents or contracts with any person, firm or corporation.

2.5.5. To develop, construct, manage, maintain, and operate the System, or any interest therein in accordance with and pursuant to the terms and conditions of the Service Agreement or other agreements with the Members.

2.5.6. To acquire, hold, lease (as lessor or lessee), sell or otherwise dispose of, any property utilized for the development, operation, maintenance, or capital improvement of the System.

2.5.7. To sue and be sued in its own name.

2.5.8. To have and use a corporate seal.

2.5.9. To adopt, by resolution, regulations respecting the exercise of its powers and carrying out of its purpose.

2.5.10. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement or in the Service Agreement or other agreements among the Board, Aurora and the Authority.

2.6. Limitations on Powers. The Authority shall not be authorized:

2.6.1. To issue debt in its own name in excess of $100,000.00 (One Hundred Thousand Dollars).

2.6.2. Except to the extent that the Ivanhoe Camp Facilities constitute real property, to acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of, any real property.

2.7. Status of the Authority. The Authority shall be a political subdivision and public corporation of the State of Colorado separate from the Board and Aurora. It shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, and the provisions of Section 29-1-204.2, C.R.S. shall apply to the Authority. The provisions of Articles 10.5 and 47 of Title 11, C.R.S., shall apply to monies of the Authority.

2.8. Funding. The Members shall provide for payment to the Authority of funds for services rendered by the Authority and to defray the cost of any purpose set forth in this Agreement in accordance with the Service Agreement.

2.9. Ivanhoe Camp Facilities. Upon execution of this Agreement and the Service Agreement, and for and in consideration of the execution and consummation of those agreements, the Board will convey the Ivanhoe Camp Facilities to the Authority by appropriate instrument or instruments. All future additions to the Ivanhoe Camp Facilities shall be owned by the Authority, and upon dissolution of the Authority, ownership of the Ivanhoe Camp Facilities shall be divided equally between the Board and Aurora.

3. OTHER

3.1. Effective Date. This Agreement shall take effect and become binding upon approval by the Board of Water Works of Pueblo, Colorado, and by the City Council of Aurora, Colorado, and shall continue in full force and effect until mutually terminated by the Board and Aurora or until terminated by a court of law.

3.2. Default. In the event that the Board or Aurora defaults in meeting its respective obligations herein and such default continues for a period exceeding thirty (30) days, the other party to this Agreement shall provide notice of the default to the defaulting party and the defaulting party shall have a period of thirty (30) days from the date of the notice to cure the

default. If the default is not cured within the thirty-day cure period, then, in addition to any other rights under this Agreement and at law or equity, the non-defaulting party may, upon notice to the defaulting party, sue for specific performance.

3.3. Binding Effect and Assignability. The terms and obligations contained in this Agreement shall be binding upon, and shall inure to the benefit of, the Board and Aurora and to their respective successors and assigns, if any. Nevertheless, neither the Board nor Aurora may assign their respective rights or delegate their respective duties under this Agreement without prior written consent of the other.

3.4. No Third Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities of the Board, Aurora, and the Authority. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

3.5. Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any circumstance, shall not affect the validity of the remainder of this Agreement.

3.6. Amendment. This Agreement may not be amended or modified except by an amendment in writing signed by both the Board and Aurora.

3.7. No Waiver of Governmental Immunity. The Board and Aurora understand and agree that each of the Members and their officers and employees are relying on, and do not waive or intend to waive, by any provision of this Agreement, any right, immunity, or protection provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as it is from time to time amended, or otherwise available to the Board, Aurora, and their officers or employees.

3.8. Governing Law and Venue. This Agreement and its application shall be construed in accordance with the laws of the State of Colorado. Venue for the resolution of any dispute arising under this Agreement shall be the District Court for the County of Pueblo, State of Colorado.

3.9. No Assumption of Obligations. Except as expressly provided in this Agreement, neither the Board nor Aurora shall have any authority to act for or assume any obligations or responsibilities on behalf of the other. This Agreement shall not be construed as creating a common law or statutory partnership or any other relationship whereby one party shall be held liable for the acts or omissions of the other. In every case of liability in favor of a third party, the liability shall be several and individual, and not either joint or joint and several.

3.10. Compliance With Charter Provisions. This Agreement is entered into in compliance with the charter of the City of Aurora, Colorado, and the Charter of the City of Pueblo, Colorado, and any provision herein not in compliance with said charters shall be void

and of no force and effect. Such non-complying provision shall be deemed deleted herefrom, provided that the remainder of this Agreement shall remain in full force and effect.

3.11. Survival of Representation. Each and every covenant or promise contained in this Agreement shall not merge in any deed, assignment, covenant, escrow agreement, easement or any other document, but shall survive each nevertheless, and be binding and obligatory upon each of the parties hereto.

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

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

3.14. No Construction Against Drafter. This Agreement has been prepared by the combined efforts of the Board and Aurora and their respective legal counsel and, accordingly, the parties agree there shall be no construction against the drafter of this Agreement should any dispute arise.

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

BOARD OF WATER WORKS OF PUEBLO, COLORADO

By: Alan C. Hamel

ATTEST:

Roger L. O'Hara

APPROVED AS TO FORM FOR THE BOARD

Petersen & Fonda P.C.

By: Patrick Sanai

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

LESLIE MARTINEZ
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 9-13-09

The foregoing instrument was acknowledged before me this 15th day of JANUARY, 2008, by Alan C. Hamel, and attested by Roger L. O'Hara on behalf of the Board of Water Works of Pueblo, Colorado.

Witness my hand and official seal.

Leslie Martinez
Notary Public

My commission expires 9-13-09

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

Edward J. Tauer — 4/4/08

Edward J. TAUER, Mayor — Date

ATTEST:

Debra Johnson — 4/8/08

DEBRA A. JOHNSON, City Clerk — Date

APPROVED AS TO FORM FOR AURORA:

3/6/08

JOHN M. DINGESS, ESQ., Special Counsel — Date

030608

T. DANIEL PLATT, ESQ., Special Counsel — Date

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 4TH day of April, 2008, by Edward J. Tauer as Mayor, and attested to by Debra A. Johnson, as City Clerk, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. Jean M Russell
Notary Public

My commission expires: 4/20/2008

(SEAL)

JEAN M. RUSSELL NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 04/20/2008

SERVICE AGREEMENT
FOR OPERATION OF
THE BUSK-IVANHOE WATER SYSTEM

This Agreement is entered into by and among the Board of Water Works of Pueblo, Colorado (the "Board"), the City of Aurora, Colorado, acting by and through its Utility Enterprise ("Aurora"), and the Busk-Ivanhoe Water System Authority ("Authority").

1. Recitals.

1.1. The Board of Water Works is an independent Board established under the Charter of the City of Pueblo, a Colorado municipal corporation and home rule city.

1.2. Aurora is the Utility Enterprise of the City of Aurora, a Colorado municipal corporation and home rule city.

1.3. The Authority is a political subdivision and public corporation of the State of Colorado established by an Intergovernmental Agreement Concerning the Busk-Ivanhoe Water System of even date herewith between the Board and Aurora pursuant to Section 18(2) (a) and (b) of Article XIV, Constitution of the State of Colorado, and Part 2 of Article 1 of Title 29, Colorado Revised Statutes to effect the development, operation, maintenance, and capital improvement of the Busk-Ivanhoe Water System.

1.4. The Busk-Ivanhoe Water System ("System") comprises an existing system of collection and transmission ditches, dams, reservoirs, pipelines, water tunnels, and other related infrastructure and appurtenances ("System Infrastructure") located in Pitkin and Lake Counties by which waters of Hidden Lake Creek, Pan Creek, Lyle Creek, and Ivanhoe Creek may be collected, stored, and diverted from the western slope of Colorado to the eastern slope of Colorado; water rights, including Ivanhoe Reservoir, Ivanhoe Reservoir and Tunnel, Lyle Ditch, Pan Ditch, and Hidden Lake Creek Ditch, ("System Water Rights"), which were originally adjudicated by the District Court in and for Garfield County, Colorado, in Civil Action No. 2621, on January 9, 1928, Civil Action No. 3082 on August 25, 1936, and Civil Action No. 4033 on October 24, 1952, and residential buildings, maintenance shops and equipment, a fuel depot, and domestic water and wastewater facilities ("Ivanhoe Camp Facilities") located at Ivanhoe Reservoir in Pitkin County, where caretakers who perform operation and maintenance of the System work and reside seasonally.

1.5. On April 25, 1969, the Highline Canal Company, the then owner of the System, entered into Contract No. 14-06-700-6576 with the United States Bureau of Reclamation ("United States") for carriage of water collected and diverted upon the System Water Rights through diversion and transmission works of the Federal Fryingpan-Arkansas System, and storage of such water in Fryingpan-Arkansas Project East Slope Reservoirs. On February 1, 1972, the Highline Canal Company entered into an amendatory contract for carriage of its remaining ownership interest in the System Water Rights by means of Fryingpan-Arkansas Project facilities.

1.6. Pursuant to a series of agreements dated September 7, 1971, the Board acquired from the Highline Canal Company one-half of the System Water Rights, and the entirety of the System Infrastructure and the Ivanhoe Camp Facilities, subject, however, to a perpetual easement in favor of the Highline Canal Company and its successors or assigns for carriage of the one-half of the System Water Rights not owned by the Board.

1.7. On September 25, 2003, the Board entered into a renewal contract, No. 039E6CO117, with the United States for carriage of its ownership interest in the System Water Rights by means of facilities of the Fryingpan-Arkansas Project.

1.8. In 1984, Busk-Ivanhoe Inc., was incorporated as a mutual ditch and reservoir company to succeed to the interests of the Highline Canal Company in the System, which comprise a one-half interest in the System Water Rights, a perpetual easement for carriage of one-half of the System Water Rights, and the contractual rights and obligations of the Highline Canal Company related to the System. Aurora has acquired one hundred percent of the capital stock of Busk-Ivanhoe Inc.

1.9. The Board and Aurora have heretofore cooperated informally in the operation and maintenance of the System and have established the Authority as a separate governmental entity to assume these operation and maintenance responsibilities. The parties hereto enter into this Service Agreement to memorialize their arrangements for the Authority to develop, operate, maintain, and improve the System for the mutual benefit of the Board and Aurora.

Now therefore, the parties hereto, for and in consideration of the mutual promises and covenants hereafter set forth, agree as follows:

2. System Operation and Maintenance by the Authority. The Authority shall effectuate the operation and maintenance of the System, including operating activities, regular maintenance, repair and replacement, and improvement activities, for the benefit of the Board and Aurora and the inhabitants of their respective service areas, in accordance with the terms of this Service Agreement. To that end, the Authority shall assume the general functions of the Busk-Ivanhoe Advisory Operation Board established by the Purchase and Management Agreement dated September 7, 1971, by and between the Board and the Highline Canal Company (a copy of which is attached hereto as Exhibit 1).

2.1. General Operation Goals. It is the intent and goal of the parties to maximize the usable yield of the System Water Rights for the benefit of the Board and Aurora by ensuring that the System Infrastructure is properly developed, operated, maintained, repaired and replaced and, if appropriate and economically feasible, upgraded and improved.

2.2. Annual Operating Plan for the System.

2.2.1. No later than September 30 of each year, the Authority shall develop and submit to the Board and Aurora an Annual Operating Plan for the ensuing calendar year's operation, which shall include and incorporate a Budget and a proposed Schedule of

Assessments, showing the amount and timing of funds to be collected from the Board and Aurora to defray the cost of the Annual Operating Plan. The Authority shall, in accordance with the provisions of Part 1 of Article 1 of Title 29, C.R.S. (the "Local Government Budget Law"), publish notice of the Budget components of the proposed Annual Operating Plan.

2.2.1.1. The Annual Operating Plan shall take into consideration anticipated operating activities (*e.g.*, operation of the tunnel, headgates, ditches, and dams, and other facilities comprising the System), regular maintenance activities (*e.g.*, usual caretaking), and repair, replacement, and improvement activities (major maintenance and repair such as replacement of structures) needed for the upcoming year, as well as anticipated administrative costs (including fees for general management to be paid by the Authority to the employer of the General Manager of the System as described in Paragraph 2.4.1, if such General Manager is an employee of the Board or Aurora, office expenses, staff expenses such as salaries and benefits or consultant fees, and the like), and legal, engineering, accounting, permitting, land use authorization, or other costs. In this connection, the Authority shall also consider the need and the costs to provide for the rehabilitation of any areas adversely affected by the construction, maintenance, or repair of water pipelines, facilities, or systems through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands.

2.2.2. No later than December 31 of each year, the Board and Aurora shall consider and approve the Annual Operating Plan and associated Budget and Schedule of Assessments, in accordance with their internal procedures, and incorporate the Plan, Budget, and Schedule of Assessments as adopted into their budgets and other planning documents. Thereupon, the Authority shall, in accordance with the Local Government Budget Law, adopt the Budget components of the Annual Operating Plan as adopted by the Board and Aurora, and the Annual Operating Plan as approved by the Board and Aurora shall be the basis for operation of the System for the ensuing calendar year by the Authority.

2.3. Capital Plan.

2.3.1. No later than September 30 of each year, the Authority shall develop and submit to the Board and Aurora, a Capital Plan for the System.

2.3.1.1. Each Capital Plan shall cover a five-year period, and shall set forth anticipated major capital projects and expenditures needed for the proper repair, replacement, or improvement of the System, as well as a financing plan for such projects. If portions of the Capital Plan involve expenditures by the Authority proposed for the next year, then the Authority shall, in accordance with the Local Government Budget Law, publish such portions as a part of its Budget publication.

2.3.2. No later than December 31 of each year, the Board and Aurora shall consider and adopt and incorporate into their budgets and other planning documents in accordance with their internal procedures such elements of the Capital Plan, if any, as they determine to implement, and the Authority shall in accordance with the Local Government Budget Law incorporate such elements of the Capital Plan as the Board and Aurora determine to implement, into its adopted Budget.

2.4. Operation and Maintenance Activities. The Authority shall implement each Annual Operating Plan as it is adopted and approved by the Board and Aurora, and any capital project approved for implementation by the Board and Aurora. To that end, the Authority shall:

2.4.1. Appoint a General Manager for the System, who may be an employee of the Authority, of the Board, or of Aurora, and who shall provide general overall supervision of the System, of the implementation of the Annual Operating Plan, of the Capital Plan and of any approved capital projects, and of the activities of staff and consultants engaged in connection with the System.

2.4.2. Obtain the services of staff in appropriate number and with appropriate qualifications to perform all operation and maintenance of the System, and provide for appropriate compensation and benefits for such staff. Staff retained for operation of the System may be employees of the Authority, of the Board, or of Aurora.

2.4.3. Negotiate appropriate contracts for services of consultants or other independent contractors for work needed from such consultants or independent contractors in connection with the operation and maintenance of the System, or for any approved capital project.

2.4.4. Monitor and account for expenditures for the operation and routine maintenance of the System, and for any approved capital projects.

2.5. Funding for Authority Operations and Services. All costs of operation, maintenance, and management of the System, including the cost of each approved Annual Operations Plan, approved elements of the Capital Plan, and of any separately approved capital project or plan, ("System Costs") shall be divided equally between the Board and Aurora.

2.5.1. Remittance of the cost of the Annual Operating Plan shall be made in accordance with the Schedule of Assessments approved as a part of the Annual Operating Plan, and such Assessments shall be due and payable as set forth in the Schedule of Assessments. Upon payment, Assessments shall be held in an Authority interest bearing account, and drawn upon for payment of the cost of the Annual Operating Plan. Any sums not actually expended in a year for such Plan shall be carried over and applied to payment of the cost of Annual Operating Plans in future years, unless the Authority determines it is appropriate to refund Assessments paid that exceed actual expenditures.

2.5.2. Remittance of the cost of any approved elements of the Capital Plan and of any separately approved capital project shall be made in accordance with the financing arrangements approved and adopted as a part of the approval of the Capital Plan element or capital project.

2.6. Emergencies. In the event of emergency circumstances, the Authority shall provide notice to the Board and Aurora and shall, to the extent time allows, consult with them regarding the emergency and appropriate responses, and shall undertake such action as is necessary to alleviate or remedy the emergency. The Authority shall be entitled to prompt reimbursement by the Board and Aurora in equal shares for all costs and expenses incurred for emergency response if such costs and expenses exceed the amounts available for payment of System Costs pursuant to the payment of Assessments.

3. General.

3.1. Ownership of System Infrastructure. The parties acknowledge that the System Infrastructure is owned entirely by the Board, and that nothing in this Service Agreement shall effect any change or transfer of ownership of such System Infrastructure. The Board and Aurora may, in approving capital projects for the System, agree to divide or allocate ownership of System Infrastructure or elements thereof that may be replaced, reconstructed, improved, or extended, in the future among themselves in such proportions as they agree.

3.2. Ownership of System Water Rights. The parties acknowledge that the System Water Rights are owned one-half by the Board and one-half by Aurora, and nothing in this Service Agreement shall effect any change or transfer of ownership of such System Water Rights.

3.3. Ownership of Ivanhoe Camp Facilities. The parties acknowledge that pursuant to the terms of the Intergovernmental Agreement establishing the Authority, upon execution of this Service Agreement, the Board will convey the Ivanhoe Camp Facilities to the Authority by appropriate instrument or instruments; that all future additions to the Ivanhoe Camp Facilities shall be owned by the Authority; and that upon dissolution of the Authority, ownership of the Ivanhoe Camp Facilities shall be divided equally between the Board and Aurora or their successors or assigns to ownership of the System Water Rights.

3.4. Insurance. The Board shall maintain liability insurance coverage for the System Infrastructure in the amount of at least $1,000,000.00 (One Million Dollars) provided such insurance is reasonably available through whatever combination of insurance, self-insurance, or self-insurance pool arrangements the Board deems appropriate. The Board or the Authority shall maintain liability insurance coverage for the Ivanhoe Camp Facilities in the amount of at least $1,000,000.00 (One Million Dollars) provided such insurance is reasonably available through whatever combination of insurance, self-insurance, or self-insurance pool arrangements the Board, or if applicable, the Authority, deems appropriate. Each party hereto waives all rights to recover against the others for any loss or damage arising from any cause covered by the insurance described herein, to the extent of any claim above the amount of such insurance

coverage. The Authority shall reimburse the Board for the actual annual cost of insurance for the System Infrastructure, and, should the Board be the party to provide such insurance, for the actual annual cost of insurance for the Ivanhoe Camp Facilities.

3.5. Failure to Approve Annual Operating Plan. In the event the Authority does not develop, or one or both of the Board or Aurora does not approve, the Annual Operating Plan and associated Budget and Schedule of Assessments developed by the Authority for the System by December 31 of each year, the Board, as the owner of the System Infrastructure, shall adopt and implement a fair and reasonable Annual Operations Plan, and associated Budget and Schedule of Assessments as necessary to effectuate operations and maintenance of the System for the ensuing year. In such event, the Board and Aurora shall each be responsible for and shall pay one half of the cost of the Annual Operations Plan adopted by the Board.

3.6. Remedy for Failure to Pay Costs. In addition to any other remedy hereunder, the Authority may refuse to carry or deliver any water through or from the System to or for the benefit of the Board or Aurora respectively at any time that the Board or Aurora respectively is in arrears of any payment required hereunder including, but not limited to, payments required under paragraphs 2.5 or 2.6.

3.7. New Water Rights. The Authority shall not take any action to initiate or appropriate new water rights through or using the System Infrastructure. The Board and Aurora agree to confer with each other prior to taking any action to appropriate new water rights using the System Infrastructure, so as to ensure that such action does not in any manner interfere with or increase the cost of the other's water supply attributable to its respective interest in the System Water Rights.

4. Other.

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

In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, neither the Authority or the Board shall have recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

Aurora represents that this Agreement has been duly authorized, executed and delivered by Aurora and constitutes a valid and legally binding obligation of Aurora, enforceable against Aurora in accordance with the terms hereof, subject only to the terms hereof and to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

4.2. Effective Date. This Service Agreement shall take effect and become binding upon approval by the Authority, the City Council of Aurora, Colorado, and the Board of Water Works of Pueblo, Colorado, and shall continue in full force and effect until mutually terminated by the parties or until terminated by a court of law.

4.3. Default. In the event that any party defaults in meeting its respective obligations herein and such default continues for a period exceeding fifteen (15) days, a non-defaulting party shall provide notice of the default to the defaulting party and the defaulting party shall have a period of thirty (30) days from the date of the notice to cure the default. If the default is not cured within the thirty-day cure period, then, in addition to any other remedies available at law or equity, a non-defaulting party may, upon notice to the defaulting party, terminate this Service Agreement.

4.4. Binding on Successors and Assigns. The terms and obligations contained in this Service Agreement shall be binding on the parties and their successors and assigns, but this Service Agreement may only be assigned upon the consent, not to be unreasonably withheld, of the other parties.

4.5. Effect of Invalidity. Invalidation of any of the provisions of this Service Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any circumstance, shall not affect the validity of the remainder of this Service Agreement.

4.6. Amendment. This Service Agreement may not be amended or modified except by an amendment in writing signed by the all of the parties.

4.7. Governmental Immunity. The parties hereto understand and agree that each of the parties, and their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Service Agreement, any right, immunity, or protection provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the parties, their officers, or employees.

4.8. Venue. Venue for the resolution of any dispute arising under this Service Agreement shall be in the District Court for the County of Pueblo, State of Colorado.

4.9. Notice. Any notices required to be given in writing by one party to the others pursuant to this Service Agreement shall be deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

Executive Director
Board of Water Works of Pueblo, Colorado
P.O. Box 400
Pueblo, Colorado 81002

Director of Aurora Water
City of Aurora
15151 E. Alameda Parkway., Suite 3600
Aurora, Colorado 80012-1555

General Manager
Busk-Ivanhoe Water System Authority

4.10. Effect on Purchase and Management Agreement. The parties hereby waive all rights and claims that are or may be asserted against each other attributable to or derived from the agreement between the Board and the Highline Canal Company dated September 7, 1971, as amended, captioned "Purchase and Management Agreement." This waiver shall survive any termination of this Service Agreement. Further, the parties agree that the provisions of that agreement, to the extent inconsistent with this Service Agreement, shall be superceded and replaced by the provisions of this Service Agreement.

4.11. Force Majeure. This Service Agreement is subject to force majeure. If a party should be delayed in, or prevented from, performing any of the terms, covenants, or conditions of this Service Agreement (other than the payment of money), by reason of fire, flood, earthquake, subsidence, ground collapse or landslide, interruption or delay in transportation or power supply, strike, lockout, war, government law, order, regulation or interference, act of God, or any other cause beyond such party's reasonable control, then failure of such party so to perform shall not be deemed to be a breach of this Service Agreement and the time within which such party is obliged so to perform shall be extended by the total period of all such delays. The affected party shall use all reasonable diligence to remove the cause of delay or prevention as quickly as possible; provided, however, that it shall not be required to settle any strike, lockout, or other labor difficulty if it deems settlement to be inadvisable. The affected party shall notify the other parties forthwith regarding each new cause of delay or prevention resulting in the provisions of this paragraph becoming operative, specifying the particulars of such cause and the day upon which the same arose, and shall give like notice forthwith following the date that such cause ceases to exist.

4.12. Charter Compliance. This Service Agreement is entered into in compliance with the charter of the City of Aurora, Colorado, and the Charter of the City of Pueblo, Colorado, and any provision herein not in compliance with said charters shall be void and of no force and effect. Such non-complying provision shall be deemed deleted herefrom, provided that the remainder of this Service Agreement shall remain in full force and effect.

Entered into this 21st day of JANUARY, 2008.

BUSK -IVANHOE WATER SYSTEM AUTHORITY

By: _____

ATTEST:

_____

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

LESLIE MARTINEZ
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 9-13-09

The foregoing instrument was acknowledged before me this 21st day of JANUARY, 2008, by ROGER L O'HARA, and attested by Seth Clayton on behalf of the Busk-Ivanhoe Water System Authority.

Witness my hand and official seal.

_____
Notary Public

My commission expires 9-13-09

BOARD OF WATER WORKS OF PUEBLO, COLORADO

By: _____

ATTEST:

_____

APPROVED AS TO FORM FOR THE BOARD

Peters & Fayda P.C.

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF PUEBLO)

LESLIE MARTINEZ
NOTARY PUBLIC
STATE OF COLORADO

The foregoing instrument was acknowledged before me this 15th day of JANUARY, 2008, by Alan C. Hamel, and attested by Roger L. O'Hara on behalf of the Board of Water Works of Pueblo, Colorado.

Witness my hand and official seal.

_____
Notary Public

My commission expires 9-13-09

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

Edward J. Tauer
Edward J. TAUER, Mayor

4/4/08
Date

ATTEST:

Debra Johnson
DEBRA A. JOHNSON, City Clerk

4/8/08
Date

APPROVED AS TO FORM FOR AURORA:

JOHN M. DINGESS, ESQ., Special Counsel

3-6-08
Date

T. DANIEL PLATT, ESQ., Special Counsel

03-06-08
Date

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 4th day of April, 2008, by Edward J. Tauer as Mayor, and attested to by Debra A. Johnson, as City Clerk, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. Jean M Russell
Notary Public

My commission expires: 4/20/08

JEAN M. RUSSELL NOTARY PUBLIC STATE OF COLORADO
(SEAL)
My Commission Expires 04/20/2008

PURCHASE AND MANAGEMENT

AGREEMENT

THIS AGREEMENT made this 7th day of September, A.D., 1971, by and between THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, created by the Charter of the City of Pueblo, hereinafter referred to as "Pueblo" and THE HIGH LINE CANAL COMPANY, a Colorado corporation, hereinafter referred to as "High Line",

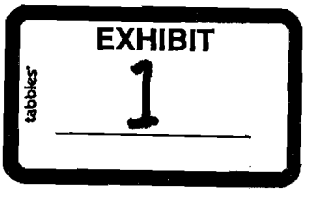
W I T N E S S E T H:

WHEREAS, High Line and Pueblo have entered into an agreement for the exchange of certain water rights as more specifically described in that certain agreement entitled "EXCHANGE AGREEMENT", dated the 7th day of April, 1971;

WHEREAS, said Exchange Agreement provides that High Line is to exchange one-half of certain water rights referred to therein as the Busk-Ivanhoe Rights and the water produced therefrom, not to exceed 2700 acre feet of water produced annually, for certain water rights of the Las Animas Ditch Company to be acquired by Pueblo, all upon certain conditions as stated in said Exchange Agreement;

WHEREAS, High Line is also the owner of a certain transmountain water diversion system, commonly known and hereinafter referred to as "Busk-Ivanhoe System", which system consists of collection and transmission ditches, Ivanhoe Reservoir, Ivanhoe Tunnel and other property all more completely described in Exhibit 1 attached hereto and incorporated herein by reference; and that certain contract with the United States of America, dated 25 April, 1969, and numbered 14-06-700-6576; and

WHEREAS, Pueblo desires to purchase said Busk-Ivanhoe System and High Line desires to sell said system, assign one-



half of its interest in said Contract No. 14-06-700-6576 to Pueblo, reserving, however, a perpetual easement over, across and through the facilities of said system for the carriage of the water produced by its Busk-Ivanhoe Rights, and the parties desire to agree upon certain terms and conditions for the management, operation and maintenance of said Busk-Ivanhoe System from and after the date that Pueblo shall have acquired the same;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, promises and agreements of each of the parties hereto be kept and performed by them, and the payment of $10,000 by Pueblo to High Line upon the execution of this agreement, said payment to be returned to Pueblo should this agreement not be closed due to the default of High Line, and the further payment of $931,250.00, being the balance of the purchase price for the Busk-Ivanhoe System, it is mutually agreed as follows:

I. THE BUSK-IVANHOE SYSTEM

A. Upon payment to High Line by Pueblo of the balance of the purchase price as stated above, High Line shall convey, assign, transfer and set over unto Pueblo all its right, title and interest in and to the said Busk-Ivanhoe System, reserving, however, to High Line, its successors and assigns, a perpetual easement over, across, and through the existing facilities of said Busk-Ivanhoe System and any new facilities constructed by Pueblo, for the purpose of collecting, storing and carrying the water produced by its Busk-Ivanhoe Rights from the source thereof to the Arkansas River, which reserved easement shall carry with it the obligation to pay one-half the costs of operating, maintaining and improving said System as hereinafter defined and limited.

1. Closing of the purchase and sale of said Busk-Ivanhoe System shall be held on the same day set by the parties for the closing of the exchange of water rights as

provided in the above-described Exchange Agreement, unless extended by mutual agreement of the parties or unless extended to enable High Line to cure title defects as hereinafter provided.

2. Conveyance, assignment, and transfer of said Busk-Ivanhoe System shall be by such instruments as are necessary to vest in Pueblo all of High Line's right, title and interest in and to the Busk-Ivanhoe System, in form satisfactory to Pueblo, containing general warranties of title thereto, and including any consents to assignment.

   (a) Pueblo agrees that assignment to it of a one-half interest in High Line's said Contract with the United States of America, No. 14-06-700-5676, concerning transportation and storage of water, shall carry with it the obligation on the part of Pueblo to make one-half the payments required under said Contract, or such greater amount, if any, charged by the United States for transportation and storage of Pueblo's water, as they may become due under the terms thereof and to perform its share of the covenants in said Contract, and the parties agree that this Agreement is specifically conditioned upon obtaining the consent of the United States of America to such contemplated assignment.

3. Within 60 days after the signing of this Agreement, High Line will furnish to Pueblo's counsel, evidence of title as follows:

   (a) As to the real estate comprising the Busk-Ivanhoe System, abstracts of title certified to date, showing good and merchantable title in High Line to said system, or such other muniments of title as shall establish good and merchantable title.

   (b) As to any personal property included within the Busk-Ivanhoe System, a list describing such property

in sufficient detail so as to enable Pueblo to examine appropriate records for encumbrances on such property.

Such title evidence shall also establish that the Busk-Ivanhoe Rights and the Busk-Ivanhoe System are not subject to liens and encumbrances in excess of $700,000.00, and High Line agrees that it will discharge such indebtedness and obtain a release thereof out of the proceeds of the sale of said Busk-Ivanhoe System to Pueblo.

High Line further agrees that in the event there are any unreleased attachments, liens or encumbrances outstanding at the time of payment to High Line by Pueblo is due hereunder, Pueblo may, with the consent of High Line, pay or compromise said claims to effect release of said attachments, liens or encumbrances and deduct or be reimbursed the cost thereof from the payment due High Line from Pueblo under this agreement, provided that as a condition of High Line's refusal of its consent, High Line shall post a bond or other security with Pueblo, and satisfactory to Pueblo, and High Line shall then have the right to compromise or contest such attachment, lien or encumbrance.

All of the foregoing evidence of title shall be furnished at the expense of High Line.

Within 45 days after receipt of the above documents evidencing title, Pueblo shall cause them to be examined and if such examination reveals any defects in High Line's title to the Busk-Ivanhoe System, Pueblo shall report the existence of such defects to High Line in writing, and High Line shall have not more than 120 days thereafter in which to cure or remove such defects.

II. MANAGEMENT, OPERATION AND MAINTEANCE

A. Management. From and after the date Pueblo shall acquire the said Busk-Ivanhoe System, the parties agree said system

shall be managed as follows:

1. During the ten-year measurement period provided in paragraph numbered 1 of that certain Purchase Agreement between the parties wherein High Line is to sell and Pueblo is to purchase the amounts of water produced by one-half of the Busk-Ivanhoe Rights over and above 2700 acre feet annually, the said Busk-Ivanhoe System shall be managed for Pueblo by High Line under the terms and conditions hereinafter set forth, and High Line shall be advised by an advisory operation board, called The Busk-Ivanhoe Advisory Operation Board, consisting of four members, two of which shall be appointed by the Board of Directors of High Line and other two shall be appointed by Pueblo's governing board for a term or terms at the pleasure of the appointing Boards. Advisory Operation Board members may, but need not be members of the respective governing boards appointing them. The powers and duties of the Advisory Operation Board shall be limited to making recommendations to the Board of Directors of High Line on matters of operation and maintenance of the said Busk-Ivanhoe System and Busk-Ivanhoe Rights, upon its own motion or upon request of High Line.

2. At the expiration of said ten-year period and so long thereafter as High Line shall own any interest in said System, The Busk-Ivanhoe Advisory Operation Board shall assume full responsibility for the management, operation, maintenance and improvement of said System as hereinafter set forth in paragraph B.2. and shall thereafter consist of four members determined as during said ten-year period and of a fifth member, appointed for a term of one calendar year or part thereof, by majority vote of the four members appointed by the Boards of Pueblo and High Line. Such Board shall be called The Busk-Ivanhoe Operation Board.

B. Operation and Maintenance

1. Operation and maintenance of the Busk-Ivanhoe System during the first ten calendar years following Pueblo's acquisition thereof as hereinabove provided shall be performed by High Line in such manner as to produce the maximum water form Busk-Ivanhoe Rights consistent with good management and operation and economic feasibility in accordance with the following.

(a) High Line agrees to pay one-half the expenses incurred in the operation and maintenance of the Busk-Ivanhoe System and the Busk-Ivanhoe Rights from and after the closing of this transaction but neither party shall be obligated to pay more than $15,000.00 per annum without its specific written consent. The Busk-Ivanhoe Advisory Operation Board shall prepare an operation and maintenance budget on or before the 1st day of January annually. Such budget shall include provisions for equipment necessary to operate and maintain said System whether provided by High Line or acquired by it pursuant to said budget. High Line shall manage, operate, maintain and improve said System in accordance with said budget but High Line shall not contract operating and maintenance expense during the course of the budget year greater than the budgetary figures allow without the prior written consent of Pueblo. Both High Line and Pueblo shall be obligated to provide annual amounts of up to $5,000.00 each, to make improvements on the Busk-Ivanhoe System, upon the recommendation of The Busk-Ivanhoe Advisory Operation Board that such improvements are necessary or useful.

It is further understood and agreed that if an outlet shall have been constructed at the West side of Ivanhoe Lake at any time prior to expiration

of said ten-year measurement period as High Line shall determine, Pueblo shall, in addition to the above provisions and payments, reimburse High Line in an amount equal to one-half of High Line's expenditure therefor, which expenditure shall not exceed $15,000 without Pueblo's express written consent.

(b) Any further improvement of the System shall be made only with the mutual written consent of both parties, and any such improvement cost shall be shared equally by both parties.

(c) Accurate operational and maintenance cost records shall be maintained by High Line during the period High Line performs such duties, and quarterly reports thereof shall be provided to Pueblo by High Line.

(d) Within 30 days of receipt of each such quarterly report, Pueblo shall pay or cause to be paid to High Line a sum equal to one-half of the operational, maintenance and improvement costs shown on such quarterly report.

(e) The Busk-Ivanhoe Advisory Operation Board may, in its discretion, require advance payments of the operation and maintenance costs as provided in the budget, not in excess of the amounts therein provided for the then current budget year.

2. After the expiration of the ten-year measurement period, The Busk-Ivanhoe Operation Board as described in Section A.2. above shall assume full responsiblity for management of said System in accordance with the procedures set out in Section B.1. above.

III. GENERAL

A. High Line and Pueblo each agree that after closing that they will not pledge, mortgage or in any way encumber the respective interests in the Busk-Ivanhoe System without

first obtaining the prior written consent of the other party except as may be required under a Pueblo water bond issue which shall be subject to High Line's rights.

B. As a further consideration of the Contract, High Line and Pueblo each grant to the other for a period of fifteen years, a right of first refusal to purchase their respective Busk-Ivanhoe Rights or interest in the Busk-Ivanhoe System, or any lesser interest therein which may be sold.

In the event a bona fide offer is made to purchase all or a portion of either party's Rights or interest in the System and such party (herein called offeree) desires to accept said offer, then said offeree shall promptly advise the other party of such offer, the price offered, and all other terms and conditions of said offer.

The other party hereto shall have 60 days within which to determine to exercise its right of first refusal to purchase the interest of the offeree which is the subject of such bona fide offer. If notification is given within 60 days of said election to purchase said Rights or interest in the System, then the other party hereto shall buy and offeree shall sell said Rights or interest in the System to the other party hereto upon the same terms and conditions and at the same price as contained in the said bona fide offer. If the other party hereto shall fail to respond within 60 days, or shall decline to exercise its right of first refusal to purchase, then the right of the other party hereto of first refusal as to that offer shall be waived.

The waiver of one such exercise of the right of first refusal on the part of the other party hereto shall not serve, however, to waive the right of first refusal to purchase said Rights or interest in the System as might arise from subsequent bona fide offers.

C. In addition to the other conditions upon which this contract is contingent, this contract shall be subject to the following:

1. Approval of the contract by the legally required number of shareholders of High Line; and

2. Certification to Pueblo by counsel for High Line within 60 days of the date hereof in form and substance satisfactory to Pueblo's counsel that:

   (a) High Line is a corportion, duly organized and validly existing and in good standing under the laws of the State of Colorado; and

   (b) The execution of this Agreement has been duly and validly authorized by High Line and is binding upon High Line in accordance with its terms; and

   (c) This Agreement and the transactions contemplated thereby have been duly submitted to the shareholders of High Line and in accordance with Colorado law, and the vote of the shareholders of High Line approving said Agreement is valid and binding upon all of said shareholders.

3. Certification to High Line by Pueblo's counsel within 60 days of the date hereof in form and substance satisfactory to High Line's counsel that:

   (a) Pueblo has power to enter into this Agreement.

   (b) The execution of this Agreement has been duly and validly authorized by Pueblo and that the terms hereof are binding upon Pueblo.

D. All of Sections II and III hereof shall survive the closing of the sale and purchase of said Busk-Ivanhoe System as provided in Section I hereof.

E. This Agreement may be amended at any time, and from time to time, by mutual agreement of the parties hereto, their successors or assigns, by a written instrument executed by the parties after approval of their respective governing boards.

F. The parties agree that this is an agreement affecting rights in unique property and that the terms hereof may be enforced by specific performance in addition to any other remedies available to them.

G. All communications, notices and payments required of either

party hereunder shall be addressed on the part of Pueblo to High Line at Rocky Ford, Colorado, and on the part of High Line to Pueblo to the Board of Water Works of Pueblo, Colorado, 319 West Fourth Street, Pueblo, Colorado, Attention: Executive Director.

H. This Agreement shall take effect only upon closing of the aforementioned Exchange Agreement and shall thereafter inure to the benefit and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, said The High Line Canal Company and said Board of Water Works of Pueblo, Colorado, have caused these presents to be executed in their behalf by the respective proper officers hereunder duly authorized this 7th day of September, A.D., 1971.

BOARD OF WATER WORKS OF PUEBLO, COLORADO

ATTEST:

By Bret Kelly, President

Secretary

THE HIGH LINE CANAL COMPANY

ATTEST:

By James Jinsen, Pres.

Secretary

APPROVED AS TO FORM:

Attorney for Board of Water Works of Pueblo, Colorado

APPROVED AS TO FORM:

Attorney for The High Line Canal Company

Date:	City of Aurora	Ward No.
10/20/2020	APPLICATION FOR APPOINTMENT PLEASE TYPE OR PRINT CLEARLY	

Application kept for One Year. May Attach Resume

Board/Commission Applying For:
Busk Ivanhoe Water System Authority

PERSONAL INFORMATION:

Name:			How long in Aurora?:
RICHARD S KEINITZ			
Home Address: *917 Emerson Dr.*		Zip: *81067*	Registered to Vote?: *yes*
e-mail address: *rkienitz@auroragov.org*	**Date of Birth: *06/17/1963*	Home Phone: *719-470-1397*	Work Phone: *719-254-7984*

EDUCATION: **Required to verify voter registration

Yrs. Completed:	Degree(s):
16	*BSIE BS-Industrial Engineering*
Colleges: *Colorado State University - Pueblo*	

EMPLOYMENT:

Employer Name/Address:	Position:	How long?
City of Aurora – Aurora Water	*Water Resources Supervisor*	*14yrs 4 mo*
Work Experience: *Raw Water Administration and Protection*	Certifications:	

COMMUNITY INVOLVEMENT:

Rocky Ford School District Foundation

DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? X Yes ☐No

If yes, what position:
Twin Lakes Company Board of Directors ; Lake Henry Board of Directors ; Rocky Ford Ditch Board of Directors

INTERESTS/ACTIVITIES:

Love to Golf – Love to hike and be in the Mountains – Love being a Father and Grandfather

WHY DO YOU DESIRE THIS APPOINTMENT:

To protect the interests of Aurora and their water rights under this Authority

How much time do you anticipate being able to spend on this appointment each month?
As much time as it takes to protect Aurora's interests

PLEASE GIVE THREE REFERENCES:

Name:	Address:	Phone:
Marshall P Brown	*Aurora CO*	*303-739-7370*
Name: *Alexandra Davis*	Address: *Aurora CO*	Phone: *303-739-7378*
Name: *Tom Simpson*	Address: *Pueblo CO*	Phone: *719-250-1453*

I certify that the foregoing information is true and correct.

Richard S Kienitz — (Volunteer's name printed)

(Volunteer's signature)

10/20/2020 — (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:	I have been involved in the operation and protection of Aurora's water rights and interests under the Busk Ivanhoe Water System Authority in my capacities at Aurora Water for the past 14 years. This would continue in an appointment to this Board for Aurora Water.
☐ Newspaper: _____ ☐ News Aurora (water bill newsletter) ☐ Channel 8 ☐ Word of Mouth ☒ Other: Aurora Water	

FOR OFFICE USE ONLY:

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

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

Water Policy Committee (WPC) Meeting
November 18, 2020

Members Present: Council Member Marsha Berzins, Chair; Council Member Alison Coombs Vice Chair; Council Member Francoise Bergan

Others Present: Casey Rossman, Sarah Young, Greg Baker, Leiana Baker, Jo Ann Giddings, Christine McKenney, Dan Mikesell, Marshall Brown, Rich Vidmar, Alexandra Davis, Nancy Freed, Dawn Jewell, Janet Marlow, Steve Fiori, Stephanie Neitzel, John Murphy, Greg Hansen, Gail Thrasher, Dan Brotzman, Courtney Cudlip (Crestone), Ashley Campbell (Crestone)

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4. Consideration to appoint one (1) member to the Busk-Ivanhoe Water System Authority

Summary of Issue and Discussion: A. Davis stated, the makeup of the Authority consists of members from each entity that have decision making authority and knowledge regarding both water resource and operational issues of the System. Other members from Aurora Water include, Marshall Brown also a Director. The replacement of Mr. Simpson by Richard Kienitz will allow for uninterrupted daily operations of the System. In order to abide by the terms of the establishing IGA and maintain consistency of operations, Aurora Water requests that Richard Kienitz be appointed to one of the Director positions replacing Mr. Simpson. Each Director shall serve until replaced by a newly appointed member.

Outcome: The Committee supports the Consideration to appoint one (1) member to the Busk-Ivanhoe Water System Authority and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Consideration to appoint one (1) member to the Busk-Ivanhoe Water System Authority and will forward to Study Session for consideration.

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to appoint one member to the General Employees Retirement Board
Item Initiator: Steve Shanks, Pension Plan Administrator
Staff Source/Legal Source: Susan Barkman, Interium City Clerk, General Management
Outside Speaker: N/A
Council Goal: 2012: 6.2--Maintain superior financial reporting, financial controls, appropriate reserves, budgeting financial management and transparency

COUNCIL MEETING DATES:

Study Session: 12/21/2020

Regular Meeting: 12/21/2020

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

The General Employees' Retirement Board (GERP) has one vacancy on their board. David McConico (Ward II), is seeking reappointment. Mr. McConico is strongly recommended to serve. If appointed, his term would end December 31, 2023

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

The General Employees' Retirement Board has interviewed David McConico and is fully supporting his reappointment.

QUESTIONS FOR COUNCIL

Does the City Council wish to move this to the formal agenda?

LEGAL COMMENTS

The board of trustees of the employees' retirement system shall consist of (a) three participants who are employees of the city, elected by employee participants of the plan, (b) three qualified electors of the city council, and (c) one member who is and has been a resident of the city for at least a year and is selected by the members elected or appointed under (a) and (b) above. City Code Sec. 102-145(b). (Allen)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

The Honorable Mayor Coffman
Aurora City Council
15151 E. Alameda Parkway
Aurora, CO 80012-1553

RE: Application for reappointment to ___General Employees' Retirement Plan _____

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,

David L. McConico

Signature

David L. McConico

Printed name

General Employees' Retirement Plan

Name of Board/Commission

November 10, 2020

Date

Date:	City of Aurora	Ward No.
November 10, 2020	**APPLICATION FOR APPOINTMENT** PLEASE TYPE OR PRINT CLEARLY	**IV**

Board/Commission Applying For: **General Employees' Retirement Plan**

PERSONAL INFORMATION:

Name:			How long in Aurora?:
DAVID LEROY MCCONICO			***44 years***
Home Address: ***12474 E Wesley Avenue***		Zip: ***80014***	
E-mail address: ***mcconicodl@gmail.com***	**Date of Birth**: ***10/21/59***	Home Phone: ***303-903-4356***	Work Phone: ***303-903-4356***

HIGHEST LEVEL OF EDUCATION OR DEGREE EARNED:

Yrs. Completed:	Degree(s):
20 years	***A.A.-1980; B.S.-Accounting-1982; MBA-Finance-1988; MDIV-Social Justice-2002***

Colleges: ***Riverside City College-A.A.-1980; University of Colorado-Denver- B.S.-1982 and MBA-1988; Iliff School of Theology-MDIV-2002***

EMPLOYMENT:

Employer Name/Address:	Position:	How long?
Financial Education and Economic Transformation Center	***Executive Director***	***18 years***
Work Experience: ***Over 38 years of strategic planning, accounting, finance, investment and asset management experience.***	Certifications:	

COMMUNITY INVOLVEMENT:

Instruction and mentoring youth and adults in personal finance and asset development through online Financial Education and Asset Development Program

DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? ☐ Yes X No

If yes, what position:

INTERESTS/ACTIVITIES:

Interests include Community and Economic Development; Activities include Exercise, Reading, Fellowship, Faith Development and Travel.

WHY DO YOU DESIRE THIS APPOINTMENT:

To continue contributing my time, talent and experience and resources to the wellness of the community and citizens of the city of Aurora.

I anticipate being able to spend 16-20 hours each month on this appointment

PLEASE GIVE THREE REFERENCES:

Name:	Address:	Phone:
Robert Gray	***13953 E Arizona Avenue, Aurora, CO 80013***	***303-696-1889***
Name: ***Gregory Anderson***	Address: ***3773 Cherry Creek North Drive, Suite 575, Denver, CO 80209***	Phone: ***303-388-7708***
Name: ***Reginald C. Holmes***	Address: ***10050 East Harvard Avenue, A-404, Denver, CO 80231***	Phone: ***303-907-1337***

I certify that the foregoing information is true and correct.

David L. McConico
(Volunteer's name printed)

David L. McConico
(Volunteer's signature)

11-10-2020
(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:	Ethnic Background:
☐ Newspaper: _____ ☐ News Aurora (water bill newsletter) ☐ Channel 8 ☐ Word of Mouth X Other: Reappointment	☐ White X Black/African American ☐ Hispanic/ Latino ☐ Asian ☐ Native Hawaiian or other Pacific Islander ☐ American Indian or Alaska Native ☐ Two or more races
	Gender: X Male ☐ Female

FOR OFFICE USE ONLY:

Date Received: _____ **Excel Entry Date:** _____ **Initials:** _____	

M E M O R A N D U M

TO: Aurora City Council Members

THROUGH: Patricia Varney, City Clerk Analyst

FROM: Steven Shanks, Pension Plan Administrator
General Employees' Retirement Plan

DATE: November 20, 2020

SUBJECT: Council Appointment to the GERP Board

The General Employees' Retirement Board interviewed **David McConico (Ward IV),** on October 15th. Mr. McConico was first appointed as a GERP trustee in 1994 and currently serves as the Board Chair and is a member of the finance committee and the personnel committee.

Mr. McConico has enjoyed his time serving as a GERP trustee and has expressed the desire to continue to contribute to the Aurora community.

The other members of the Board thanked David for his dedication to the Board, his willingness to be a leader, and for the work that he does in the community. It was noted that David provides guidance and encouragement to new Board members and regularly reminds the Board what it means to be a fiduciary. It was also noted that David is committed to plan participants and feels strongly about the entire Board's responsibility to them. Other Board members appreciated David's tenacity and persistence in questioning service providers and remarked that David is dedicated to meeting people and learning about new strategies for pension plans.

Board members were unanimous in their support of David McConico and strongly recommend his reappointment.

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to appoint three (3) members to the Human Relations Commission
Item Initiator: Charles Gilford, Chair
Staff Source/Legal Source: Kadee Rodriquez, City Clerk, General Management/Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: 1/4/2021

Regular Meeting: 1/11/2021

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

The Human Relations Commission is seeking the appointment of (3) commissioners. The Commission is fully supporting the appointment of:

Tramaine Duncan – Ward I
Nicole Libertelli – Ward IV
Katrena Chase – Ward III

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

The Human Relations Commission is comprised of fifteen resident members as follows: twelve voting members including one youth member, all of whom can serve three consecutive three-year terms. Three additional non-voting members include a person designated by the City Manager, one alternate adult member and one alternate youth member. Adult voting members shall be registered electors. Members shall represent the religious, racial, ethnic, and age groups of the Aurora community.

QUESTIONS FOR COUNCIL

Does the City Council wish to move this to the formal agenda?

LEGAL COMMENTS

The Human Relations Commission consists of 12 voting members, including a youth member, one nonvoting member (appointed by the City Manager), one alternate member who shall not be entitled to vote, and one youth alternate who shall not be entitled to vote. The 12 voting members and the alternate members shall be of voting age and be registered electors. The members shall be broadly representative of all citizens, and shall reflect, as far as possible, the religious, ethnic, and age groups of the community. (City Code Section 82-27). The functions and duties of the human relations commission shall include but not be limited providing city council with information concerning changing social conditions, reviewing for accountability, those external human service agencies that receive funds from the city, working toward solving social problems and improving social conditions, hearing complaints of alleged discrimination, developing and implementing educational programs, and submitting reports of the various activities undertaken by the commission. (City Code Section 82-28) (Lathers).

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

MEMORANDUM

TO:	Patti Varney, City Clerk Analyst
THROUGH:	Charles Gilford, Chair, Human Relations Commission
FROM:	Claudine McDonald, Manager, Community Relations Division
SUBJECT:	Human Relations Commission Interviews and Commissioner Role Update
DATE:	December 16, 2020

Interviews

Three interviews were held on Thursday, October 1, 2020 for the purpose of filling three vacancies on the Human Relations Commission (HRC). Please see the following details regarding the applicants:

Tramaine Duncan: Mr. Duncan is a teacher at Global Village Academy and has a passion for serving the youth community both in and out of the classroom. Mr. Duncan's candidness about his time as a youth, and the various challenges he has overcome to become an educator, coach, and father, are very admirable. His commitment to integrity, fairness, and inclusion for all will serve the city's HRC commission well. *At this time, the Human Relations Commission recommends Mr. Duncan's appointment to the commission as a voting member.*

Nicole Libertelli: Ms. Libertelli is a small business owner who has lived in the city for 10 years. As a mother and young professional, her views for a more caring and equitable community are the principles that guide the Human Relations Commission and will help to further its impact on the community. *At this time, the Human Relations Commission recommends Ms. Libertelli's appointment to the commission as a voting member.*

Katrena Chase: Ms. Chase is a sixteen-year resident of the community and currently serves as a Service Manager for a global technology company. Outside of work, Ms. Chase serves as a Victim Advocate for the 17th Judicial District and lends her leadership and capacity building skills to support community outreach opportunities. *At this time, the Human Relations Commission recommends Ms. Chase's appointment to the commission as a voting member.*

Commissioner Role Update

Commissioner Tanya Ilela: The commission voted to move Commissioner Tanya Ilela from an alternate member to a voting member of the commission. *Please update your records to reflect Commissioner Ilela as a voting member of the commission.*

Date: 06/17/2020
Ward No: 1
Board/Commission Applying For: Human Relations

Name: Tramaine Duncan
Home Address: 1180 Victor St
City: Aurora
Zip: 80011
[redacted]
Home Phone: 7204513506
Work Phone:
How Long in Aurora: 17
Register to Vote: Yes

EDUCATION:

Years Completed: 5
Degree(s): BA in Social Sciences Minor in Africana Studies
Colleges: University of Northern Colorado

EMPLOYMENT:

Employer Name: Global Village Academy Aurora Employer Address: 16401 E Alameda Dr
Position: Teacher
How Long?: 1
Work Experience: My work experience has been centered around youth and education.
Certifications: Certified Teacher Youth Mental Health First Aid Motivational Interviewing

COMMUNITY INVOLVEMENT:

Involvement: Mentor, Volunteer, Activist Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If Yes, what position:

INTERESTS/ACTIVITIES:

Interests/Activities: Cooking, Coaching, Being a father

APPOINTMENT:

Why do you desire this appointment? I desire this appointment to be an advocate for all people of Aurora, Specifically black and brown individuals.
How much time do you anticipate being able to spend on this appointment each month?: As much as I am needed

PLEASE GIVE THREE REFERENCES:

Name: Claudine Mcdonald
Address:
Phone:

Name: Chris Denmark
Address:
Phone: 3035137754

Name: Dr. Ryan Ross
Address:
Phone: 3035244180

Applicant Initials Given? Yes - TD

Date Received: June 19, 20

Access Entry Date: June 19, 20

Initials: [signature]

Registered Voter: ✓ Yes ____ No ____ N/A County: Arapahoe

As of: 11/5/2019

Date: 07/02/2020
Ward No:
Board/Commission Applying For: Human Relations Commission

Name: Katrena Chase
Home Address: 19487 E 58th Pl
City: Aurora
Zip: 80019
[redacted]
[redacted]
Home Phone: 720-443-9181
Work Phone:
How Long in Aurora: 16 yr
Register to Vote: Yes

EDUCATION:
Years Completed: 15
Degree(s):
Colleges: Community College of Denver Regis University

EMPLOYMENT:
Employer Name: LogRhythm Employer Address: 4780 Pearl E Cir Boulder, CO 80301
Position: Professional Service Manager How Long?: 11
Work Experience: Lead a team of consultants responsible for a world class delivery of our product to our customers. With the hyper competitive nature of this domain and the threats our customers face, we intend to innovate within professional services to create the standard bearer approach to customer care within security intelligence. This delivery and execution will be a critical component to the adoption of our customers into full utilization of LogRhythm and complete protection of their network. - leverage an amazing collection of talented individuals as well as a product that continues to lead the industry in innovation around SIEM and Security Analytics. - delivery project or project phase, leading the Kick Off meeting to discuss project objectives, approach, out of which comes customer agreed to Success Criteria and Milestones across the project and current phase. Provide leadership support for the day-to-day activities of direct reports Development and oversight for consultant onboarding 1:1 reviews, 4x4 quarterly reviews, focal reviews and quarterly bonus tracking Individual skill set evaluations as well as guidance and aide in career development Ensure standard delivery methodologies and processes are up-to-date Implementation of on-going quality control measures such as shadowing and CSAT surveys Serve as a customer escalation point for all services engagements being delivered by their team Keep up-to-date on product features and the impact to service offerings Provide sales with primary point of contact to support pre-sales activities Review and draft statements of work (SOWs) that define services delivery Review tickets assigned to team members and ensure tickets are addressed in a timely manner
Certifications: 17th Judicial District Victim Advocate Certified Technical Support Manager Certified

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: Reading Gardening

APPOINTMENT:
Why do you desire this appointment? I am an established technology leader with 15+ years of experience in broadcast and software support industries. As a manager I believe employee development is key to company success and my leadership is grounded in employee coaching, training and engagement. As a leader I focus on employee performance success, process improvement, product support and customer satisfaction. My greatest contributions have been managing, developing and maintaining highly productive technical teams. I'm enthusiastic, highly motivated and creative. I'm an advocate for customers, employees and I serve as an ambassador for my company. My work style is to create quality business relationships, collaboration, dedication, accountability, creativity and fun. I believe now is the time to share my experience in a community role that will positively impact my neighbors and family.
How much time do you anticipate being able to spend on this appointment each month?: Whatever is needed

PLEASE GIVE THREE REFERENCES:

Name: Dr. Danielle Harris
Address: 473 N Jamison Way
Phone: 720-883-4313

Name: Donna Dershem
Address: 7829 E 124th Ave
Phone: 970-658-6908

Name: Aleta Jeffress
Address:
Phone: 317-748-9076

Applicant Initials Given? Yes - KC

Date Received: July 7, 20

Access Entry Date: July 8, 20

Initials: BD

Registered Voter: Yes ____ No ____ N/A County: Adams

As of: 10/4/2004

Dahl, Barbara

From: Katrena Chase <katrenach78@gmail.com>
Sent: Thursday, July 02, 2020 4:50 PM
To: Dahl, Barbara
Subject: Aurora Board/Commission Opportunities

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

I recently applied for two commission postings. As an accomplished technology leader with proven experience driving strategy and execution across multiple operations environments, I deliver results. My background shows demonstrated success in leading complex projects, initiatives, and teams. I am the perfect fit to be a board or commission partner.

I have the right combination of leadership, troubleshooting, strategic planning and cross-functional team leadership expertise required to maximize overall effectiveness and service delivery for your organization.

Selected Achievements

- Directed a team of highly skilled software support engineers in a fast-paced, high-demand environment, successfully maintaining up to 350+ product support cases daily.
- Point of contact for customers, sales, engineering and leaderships business units.
- Composed software release postmortem report that was used to build release mitigation plans initiating the forming of a new committee for future upgrade release readiness.
- Published an internal Subject Matter Expert (SME) engineering manual used by 100+ engineers.
- Led a three-state region of engineers overseeing 300+ projects ranging from 1-day to 6-months.
- Developed an employee development internship and mentoring program. Six employees promoted after completing the program.

I would welcome the opportunity to discuss how my qualifications will benefit the community. Thank you very much for your consideration, and I look forward to speaking with you.

Sincerely,

Katrena Chase

Sent from Mail for Windows 10

Date: 06/05/2020
Ward No: 4
Board/Commission Applying For: Human Relations Commission

Name: Nicole Libertelli
Home Address: 2344 S Kingston Street
City: Aurora
Zip: 80014
[redacted]
Home Phone: 7035873801
Work Phone: 720-640-9801
How Long in Aurora: 10
Register to Vote: Yes

EDUCATION:

Years Completed: 14
Degree(s): Associates
Colleges: ECPI College of Technology Xenon Academy

EMPLOYMENT:

Employer Name: Self Employer Address: 1513 S Holly Street
Position: Owner/Stylist
How Long?: 1
Work Experience: I have been in the beauty industry for 10 years. Prior to the beauty industry I explored the Medical field and was an office Manager for a doctors office for a number of years.
Certifications:

COMMUNITY INVOLVEMENT:

Involvement: none currently besides supporting fundraisers through my business Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If Yes, what position:

INTERESTS/ACTIVITIES:

Interests/Activities: I enjoy being a mom and teaching my children how to grow up and be good people and be the change in the world we need. I enjoy helping people feel beautiful inside and out. I love music, all kinds, and I love giving back as much as I humanely can.

APPOINTMENT:

Why do you desire this appointment? I want to make a change in our community and in the world. Growing up in foster care, I've always had dreams of opening a non profit to help others like myself, especially those who are aging out of the system and do not have support or guidance on where to go

from there and I realize I cannot do it alone, nor do I want to. I want to learn and grow and help others learn and grow by being apart of something bigger than myself, and I believe this is where to start.
How much time do you anticipate being able to spend on this appointment each month?: As much as possible

PLEASE GIVE THREE REFERENCES:

Name: Nicole Libertelli
Address: Kaye Maxey
Phone: 4076195623

Name: Adrian and Gina Gonzales
Address: 1727 Boulder Street Denver 80211
Phone: 516-284-9870

Name: Liz Henry
Address: 1415 S Bellaire Street Denver CO 80222
Phone: 303-819-3478

Applicant Initials Given? Yes - nl

Date Received: June 9, 2020

Access Entry Date: June 10, 2020

Initials: RD

Registered Voter: ~~Yes~~ ____ No ____ N/A County: Arapahoe

As of: 3/20/2017

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to appoint three (3) members to the Citizens' Water Advisory Committee
Item Initiator: Marshall P. Brown, Director, Aurora Water
Staff Source/Legal Source: Kadee Rodriguez, City Clerk, General Management/Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.5--Meet all statutory and regulatory requirements governing water quality and environmental protection

COUNCIL MEETING DATES:

Study Session: 1/4/2021

Regular Meeting: 1/11/2021

☐ Dual Listed Why is this item dual listed?Click or tap here to enter text.

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

One incumbent member is seeking reappointment;
Angie Binder

Five new members are seeking appointment;
Birgit Baldwin – Ward II
Brandy DeLange – Ward IV
Adelita Shepard – Ward III
Mike Spatter – Ward III
David Willman – Ward VI

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

The Citizens Water Advisory Committee is comprised of nine members all of whom can serve three consecutive three-year terms. Members shall be an Aurora and a registered elector and have the necessary qualifications to review complex engineering and water financing issues.

QUESTIONS FOR COUNCIL

Does the City Council wish to move this forward to the formal agenda?

LEGAL COMMENTS

The Citizens Water Advisory Committee was created to provide counsel, and give suggestions and recommendations to the Water Department and City Council on all phases of budget, departmental work plans, operational needs, strategic planning, long range capital improvements, and financial planning. The City Council chair for the water committee shall be an ex-officio member. City Code Section 138-61. (Lathers)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain

MEMORANDUM

TO: Mayor Coffman and Members of City Council

THROUGH: Marshall P. Brown, Director, Aurora Water

FROM: Citizens' Water Advisory Committee

DATE: December 17, 2020

SUBJECT: Citizens' Water Advisory Committee Applicants

The purpose of the Citizens Water Advisory Committee (CWAC) is to provide counsel, and to give suggestions and recommendations to the water department and city council on all phases of budget, departmental work plans, operational needs, strategic planning, long range capital improvements, and financial planning.

CWAC is comprised of up to nine members, eight representing residential rate payers and one representing commercial rate payers. The member term of appointment is for three years, to a maximum of three terms. The committee will have three member terms that will expire on February 14, 2021. One incumbent, Angie Binder, is seeking reappointment, with the remaining vacancies due to the resignations of Don Langley and Elizabeth Roberts. Members appointed to these seats will serve until 2023.

Six applications were received in 2020. Interviews by the committee were held on December 8, 2020.

CWAC designed the following questions to be asked of the candidates presented for consideration:

- Why are you interested in the Citizens' Water Advisory Committee?
- What do you know about this committee and its function?
- What do you bring to this committee?
- What do you think this committee expects of you?
- Detail your knowledge of Aurora's water system.
- What availability and commitment would you have to attend monthly Board meetings and various functions?

The committee was impressed by quality of the applications. The wide breath of knowledge and experience was appreciated. The committee was especially encouraged by several applicants seeking to engage with the city for the first time.

Birgit Baldwin, Ward II – Ms. Baldwin demonstrated a strong interest in water infrastructure and attended the Aurora Water Tour in 2019. She serves as President of the Conservatory Metro District and highlighted organizational skills developed from a career as a civilian employee with the Department of Defense. Ms. Baldwin is respectfully suggested for appointment for any opening that may occur in the near future.

Angie Binder, Ward IV – Ms. Binder is an incumbent member who has served on CWAC for three years. She has demonstrated a strong knowledge of regulatory frameworks, legislative affairs and natural resources. She has been an active participant in the committee's discussions, has attended the Aurora

Water tour and has a good understanding of Aurora's water system. Ms. Binder is strongly suggested for reappointment to a three-year term.

Brandy DeLange, Ward IV – Ms. DeLange demonstrated a great deal of knowledge on water and wastewater systems due to her position as the Governmental Affairs Liaison at Metro Wastewater Reclamation District. Her experience in intergovernmental affairs and knowledge of water issues in Colorado was viewed favorably by the committee. She is strongly suggested for appointment to a three-year term.

Adelita Shepard, Ward III – Ms. Shepard highlighted an interest in sustainability issues and water conservation. She did not demonstrate a strong knowledge of Aurora's water system or the committee's roles and responsibilities. Ms. Shepard is respectfully suggested for a future opening.

Mike Spatter, Ward III – Mr. Spatter experience in engineering and facilities management was viewed favorably. He has a been active as a volunteer in several capacities, including veterans' organizations and demonstrated a strong knowledge of the committee's roles and responsibilities. Mr. Spatter is respectfully suggested for a future opening.

David Willman, Ward VI – Mr. Willman has been active in many city functions, having chaired both the Citizens' Advisory Budget Committee and the Citizens Advisory Committee on Housing and Community Development. He was familiar with Aurora's water system and has attended the water tour. Mr. Willman is strongly suggested for appointment to a three-year term.

Respectfully,

Citizens' Water Advisory Committee

CWAC Interview Panel
Janet Marlow (Chair)
Jay Campbell
William Gondrez
Richard Eason
David Patterson

Not available for interviews
Tom Coker (Vice-chair)

Abstaining
Angie Binder

6 Nov. 2020	City of Aurora **APPLICATION FOR APPOINTMENT** PLEASE TYPE OR PRINT CLEARLY	Ward No. II

~~Application kept for One Year. May Attach Resume~~

Citizens Water Advisory Committee

~~PERSONAL INFORMATION:~~

Birgit A. Baldwin		12 years
21344 East Floyd Place Aurora, CO	80013	Yes
birgitbaldwin@yahoo.com		

EDUCATION: **Required to verify voter registration

16 yrs	Business Administration
University of Maryland	

EMPLOYMENT:

Retired, however, worked 30 years for the DEPARTMENT OF DEFENSE WAS the 460 Force Support Squadron Civilian Leader, Buckley AFB, CO	CIVILIAN LEADER	30 YEARS
Was at the Deputy Mission Support Group Commander, Ramstein AFB, took care of 5900 military and civilians, very knowledge in large scale budgeting, project management, construction management, human capital management and resources	Change Management from Georgetown University McDonough School of Business	

COMMUNITY INVOLVEMENT:

Currently the President of the Conservatory Metro District, Aurora, CO and volunteered a Buckley AFB, Phsrmacy

DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? Yes No

President

INTERESTS/ACTIVITIES:

Hiking, walking, biking, reading

WHY DO YOU DESIRE THIS APPOINTMENT:

To developed and grow my own knowledge and give back to a city that I have become to love.

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

PLEASE GIVE THREE REFERENCES:

Laverne Morris-Palmer	20967 Eastman Ave. Aurora, CO	303-693-8469
Marcella Caywood	2733 S Ireland Way, Aurora, CO 80013	303-693-5045
Janine Schilling	3278 S Nepal Way, Aurora, CO 80013	303-917-9752

~~certify that the foregoing information is true and correct.~~

Birgit A Baldwin — BA Baldwin — 6 Nov 2020

(Volunteer's name printed) (Volunteer's signature) (Date)

~~SUBMIT COMPLETED FORM TO:~~

Baker, Gregory

From: Birgit Baldwin <birgitbaldwin@yahoo.com>
Sent: Wednesday, December 02, 2020 5:58 PM
To: Baker, Gregory
Subject: Re: REMINDER - Citizens' Water Advisory Committee Application Supplemental Questions

My information below. Birgit Baldwin

Sent from Yahoo Mail for iPad

On Wednesday, December 2, 2020, 1:39 PM, Baker, Gregory <gbaker@auroragov.org> wrote:

Just a reminder that your responses to the supplemental questions below are due tomorrow. Once we hear from all of the applicant's, we can begin the scheduling process.

Greg Baker
Manager of Public Relations | City of Aurora | Aurora Water
office 303.739.7081 | *cell* 720.278.1299



Facebook | Twitter | Nextdoor | AuroraTV.org

From: Baker, Gregory
Sent: Monday, November 30, 2020 9:08 AM
To: Baker, Gregory <gbaker@auroragov.org>
Subject: Citizens' Water Advisory Committee Application - Supplemental Questions

Thank you for applying for the Citizens' Water Advisory Committee (CWAC). The committee is reviewing applications and has a set of supplemental questions for all applicants. Please complete the questions below and return them to me no later than the end of business on Thursday, Dec. 3. Interviews (virtual) will be scheduled for Tuesday, Dec. 8 between 6:00 pm and 8: pm.

CWAC Supplemental questions

1. Why are you interested in the Citizens' Water Advisory Committee and what do you bring to the committee?

I toured with the Aurora Water Department all their facilities and was extremely impressed with the operation. I believe as a former civilian leader at the 460th Force Support Squadron Commander at Buckley AFB, I'm an extremely detailed listener, exceptional leader, and organizer and detailed leader. I'm also currently the President of the Conservatory Metro District, so I believe that I can bring knowledge information to the committee.

2. What do you know about this committee and its function?

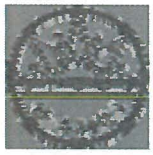
Frankly speaking, I know very little, but I'm a fast study.

3. Detail your knowledge of Aurora's water system.

Again, las year, I had the honor to tour all of Aurora's Water facilities and a have a sound understanding from that tour.

Birgit Baldwin

Greg Baker
Manager of Public Relations | City of Aurora | Aurora Water
office 303.739.7081 | *cell* 720.278.1299





Facebook | Twitter | Nextdoor | AuroraTV.org

Date:	City of Aurora	Ward No.
10-30-2020	APPLICATION FOR APPOINTMENT PLEASE TYPE OR PRINT CLEARLY	IV

Application kept for One Year. May Attach Resume.

Board/Commission Applying For:
Citizens' Water Advisory Committee

PERSONAL INFORMATION:

Name:			6 years
BRANDY DELANGE			
10837 E Harvard Dr		80014	Yes
brandy.delange@gmail.com			

EDUCATION: **Required to verify voter registration

Yrs. Completed:	
Masters Degree	*Masters of Public Policy and Administration, Bachelor of Arts, Political Science and English Literature*

Colleges:
University of Colorado-Boulder and University of Colorado-Denver

EMPLOYMENT:

Metro Wastewater Reclamation District	Position: *Government Affairs*	4 months
Colorado Counties Inc, Legislative and Policy Advocate-6 years and 8 months Colorado Municipal League, Legislative and Policy Advocate 1 year 8 months	Water Fluency-Water Education Colorado	

COMMUNITY INVOLVEMENT:

I am not currently involved in a community organization. However, I did apply to sit on the Oil and Gas Advisory Committee in 2017. While I was a finalist, I was not selected to sit on this committee.

DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? ☐ Yes ☒ No

If yes, what position:

INTERESTS/ACTIVITIES:

WHY DO YOU DESIRE THIS APPOINTMENT:

I have a strong interest in natural resources including water. Specifically, I want to help Aurora balance the city's infrastructure needs while balancing the costs incurred by rate payers. Additionally, as we think about the State Water Plan and the water gap identified, we will need to consider how long-term infrastructure needs can be innovative, saving water, money, and be sustainable for city growth.

How much time do you anticipate being able to spend on this appointment each month?
I anticipate that I should participate fully—noting that most of the meetings begin at 6:00 p.m. and last approximately two hours.

PLEASE GIVE THREE REFERENCES:

Name:	Address:	Phone:
Kevin Bommer	*1144 Sherman St. Denver, 80203*	303-564-0442
Name: *Angie Binder*	Address: *10331 E. Evans Ave Aurora 80247*	303-519-3914
Name: *Chip Taylor*	Address: *800 Grant St. Denver 80203*	303-883-9380

certify that the foregoing information is true and correct.

Brandy DeLange		10-30-2020
Volunteer's name printed)	**(Volunteer's signature)**	**(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-)

Baker, Gregory

From: Brandy DeLange <brandy.delange@gmail.com>
Sent: Monday, November 30, 2020 3:41 PM
To: Baker, Gregory
Subject: Re: Citizens' Water Advisory Committee Application - Supplemental Questions

Hi Greg,

Please see my responses below.

Thanks,
Brandy

On Mon, Nov 30, 2020 at 9:08 AM Baker, Gregory <gbaker@auroragov.org> wrote:

Thank you for applying for the Citizens' Water Advisory Committee (CWAC). The committee is reviewing applications and has a set of supplemental questions for all applicants. Please complete the questions below and return them to me no later than the end of business on Thursday, Dec. 3. Interviews (virtual) will be scheduled for Tuesday, Dec. 8 between 6:00 pm and 8: pm.

CWAC Supplemental questions

1. Why are you interested in the Citizens' Water Advisory Committee and what do you bring to the committee? As an Aurora citizen, I think it is important to be actively engaged in how policy and strategic recommendations/decisions are made by City staff and Council. To date, I have not been able to participate in a citizen advisory group (but did apply to the oil and gas group in 2017) and would like to change my level of involvement. Additionally, I have a strong knowledge of natural resource issues, including municipal water management, working on behalf of Colorado Municipal League and Metro Wastewater. I believe my experience in local government will help me to make practical and sustainable recommendations for Aurora and Aurora Water.

2. What do you know about this committee and its function? I understand the charge of the committee is to make suggestions and recommendations on capital improvement projects, budget and financial planning, departmental work plans, and operational needs. Looking at the rules and regulations, I also note that the committee provides annual reports to the Council as well as quarterly reports (which are advisory in nature). Additionally, I note from agenda minutes that this committee receives updates on legislative/regulatory impacts to Aurora Water, such as PFAS and First Creek, and possible state drought issues (as identified by the State Water Plan).

3. Detail your knowledge of Aurora's water system. Aurora Water is the municipal water utility that serves the City of Aurora (which is the third-largest city within the state and continues to grow). Aurora Water also serves portions of Adams, Arapahoe, and Douglas counties. As a water utility, the system functions to provide storage, treatment, and distribution for the cities' constituency. With growing populations within city limits, as well as outside services areas, such as Roxborough Sanitation, infrastructure will continue to need

improvements, infrastructure costs will need to be considered, and innovative ideas will need to be developed to address water demand management needs.

Greg Baker
Manager of Public Relations | City of Aurora | Aurora Water
office 303.739.7081 | *cell* 720.278.1299





Facebook | Twitter | Nextdoor | AuroraTV.org

--
Brandy DeLange

brandy.delange@gmail.com
303-910-4297

Date: 12/03/2019
Ward No: 3
Board/Commission Applying For: Citizens Water Advisory Committee

Name: Adelita Shepherd
Home Address: 443 S VAUGHN WAY
City: AURORA
Zip: 80012
Email: shepherd.adelita@gmail.com
Date of Birth:
Home Phone:
Work Phone:
How Long in Aurora: 2
Register to Vote: Yes

EDUCATION:

Years Completed:
Degree(s): BA Political Science Currently working on MBA at University of Maryland
Colleges: Metropolitan University of Denver University of Maryland Global Campus

EMPLOYMENT:

Employer Name: K12, Inc. Employer Address: 8601 Turnpike dr, #100, Westminster, CO
Position: Compliance and Family Engagement Crdntr How Long?: 8 years Work Experience: Communication, metrics checks and measurements, computer/Internet skills.
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: I am passionate about water conservation, gardening, natural resources.

APPOINTMENT:

Why do you desire this appointment?
How much time do you anticipate being able to spend on this appointment each month?: 6-8 hours

Baker, Gregory

From: Addie Shepherd <shepherd.adelita@gmail.com>
Sent: Thursday, December 03, 2020 12:12 PM
To: Baker, Gregory
Subject: Re: REMINDER - Citizens' Water Advisory Committee Application Supplemental Questions

Good day, Mr. Baker:
Find my responses below this statement--
Take care,
Adelita Shepherd

CWAC Supplemental questions

1. Why are you interested in the Citizens' Water Advisory Committee and what do you bring to the committee?

My interest in the Citizens' Water Advisory Committee is to learn about reclamation, sustainability, source and other operational actions. I will bring my curiosity and passion for water conservation. I am curious and will ask questions, work toward the 'why' and to find solutions to existing problems. I'll bring an energetic solution oriented attitude.

2. What do you know about this committee and its function?

The Committee meets monthly, members hold a 3-year term; the Committee discusses issues pertaining to water use, projects for expansion, infrastructure support. And perhaps a bit of city planning.

3. Detail your knowledge of Aurora's water system.

I am ignorant of this system's workings.

On Wed, Dec 2, 2020 at 1:39 PM Baker, Gregory <gbaker@auroragov.org> wrote:

> Just a reminder that your responses to the supplemental questions below are due tomorrow. Once we hear from all of the applicant's, we can begin the scheduling process.

Greg Baker
Manager of Public Relations | City of Aurora | Aurora Water
office 303.739.7081 | *cell* 720.278.1299

PLEASE GIVE THREE REFERENCES:

Name: Rymond Shepherd
Address: 443 S. Vaughn Way, Aurora, CO
Phone: 541.380.1466

Name: Gabriella Sandoval
Address: 9483 Jason Way, Thornton, CO
Phone: 720.434.0985

Name: Susan Wall
Address: 8601 Turnpike Dr., Westminster, CO
Phone: 303.728.6200

Applicant Initials Given? Yes - as

Date Received: 12-03-2019

Access Entry Date: 12-03-2019

Initials: DRd

Registered Voter: X Yes ____ No ____ N/A County: Arapahoe

As of: 08-09-2018

STATISTICAL INFORMATION:

How did you hear about us? News Aurora(water bill newsletter)

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED	REMOTE CSID	DURATION	PAGES	STATUS
November 23, 2020 at 3:22:22 PM MST	+14159692047	53	2	Received

Date:	City of Aurora	Ward No.
11/23/2020	APPLICATION FOR APPOINTMENT PLEASE TYPE OR PRINT CLEARLY	III

Application kept for One Year. May Attach Resume

Board/Commission Applying For: **Citizens' Water Advisory Committee**

PERSONAL INFORMATION:

Name: **MIKE SPATTER**			How long in Aurora: **3 yrs**
Home Address: **340 Lansing St, Aurora, CO 80010**		Zip: **80010**	Registered to Vote: **Yes**
e-mail address: [redacted]	**Date of Birth:	Home Phone:	Work Phone:

EDUCATION: **Required to verify voter registration

Yrs. Completed:	Degree(s):
4	**Bachelors of Science – Electronics Engineering; graduated 2015** **Masters of Science – Organizational Leadership degree candidate; anticipated completion August 2021**

Colleges: **ECPI University**

EMPLOYMENT:

Employer Name/Address: **Elite Line Services / Remote Worker**	Position: **Maintenance Manager**	How long? **2.5 Years**
Work Experience: **Leidos: Work Controller / Project Manager, Apr 2016 – Apr 2018** **PAE: Fleet Maintenance Manager, Mar 2015 – Apr 2016** **US Army, Retired: Unmanned Aerial Systems Integration Manager, Intelligence and Security Command, Sep 1999 – Mar 2015**	Certifications: **FEMA Incident Command System 800** **FEMA Incident Command System 700** **FEMA Incident Command System 200** **FEMA Incident Command System 100**	

COMMUNITY INVOLVEMENT:

Member of the American Legion post 2019

DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? ☐ Yes ☒ No

If yes, what position:

INTERESTS/ACTIVITIES:

Interested in personal and professional growth for myself and those in my charge. In my free time, I relax by tending my garden, working on home projects, and spending time with my family. I'm also involved with local veteran organizations.

WHY DO YOU DESIRE THIS APPOINTMENT:

Given my experience and academic background in engineering, I feel that I can add value to the Citizens' Water Advisory Committee. If appointed, I promise to abide by all rules and regulations laid out in the CWAC bylaws.

How much time do you anticipate being able to spend on this appointment each month?
I anticipate being able to spend 20-30 hours each month.

PLEASE GIVE THREE REFERENCES:

Name:	Address:	Phone:
Aaron Schutze	**1600 Iron Horse Dr #C106, Longmont, CO 80501**	**210-400-0187**
Erincia Shupe	**3549 S Kalispell St, Aurora, CO 80013**	**303-746-9255**
Tofer Breuer	**1325 Fulton St, Aurora, CO 80010**	**720-339-4252**

I certify that the foregoing information is true and correct.

Mike Spatter — [redacted] — 11/23/2020

(Volunteer's name printed) (Volunteer's signature) (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-)

Baker, Gregory

From: Mike Spatter <mikespatter@gmail.com>
Sent: Monday, November 30, 2020 8:25 PM
To: Baker, Gregory
Subject: Re: Citizens' Water Advisory Committee Application - Supplemental Questions

Hello Mr. Baker,

Thank you for getting back to me. I hope my answers provide you with the information you need.

CWAC Supplemental questions

1. Why are you interested in the Citizens' Water Advisory Committee and what do you bring to the committee?

I'm interested in joining the CWAC to be more involved in my local community and being part of future process improvements. I have experience as a regional facilities manager in many cities around Colorado including Aurora. I was also a maintenance manager with the United States Antarctic Program at McMurdo Station, Antarctica. While at McMurdo Station, I became familiar with the desalinization and wastewater treatment facility there. I also bring my academic knowledge of engineering with my Bachelor of Science degree in Electronics Engineering. I'm also a Masters of Science candidate in Organizational Leadership anticipated to graduate in the summer of 2021.

2. What do you know about this committee and its function?

What I know of the committee is from public information that I was able to gather at auroragov.org.

3. Detail your knowledge of Aurora's water system.

As a resident and facilities manager, my knowledge of Aurora's water system is primarily on the customer side of the process. That would include both residential and commercial buildings.

Thank you,
Mike Spatter

On Mon, Nov 30, 2020 at 9:08 AM Baker, Gregory <gbaker@auroragov.org> wrote:

Thank you for applying for the Citizens' Water Advisory Committee (CWAC). The committee is reviewing applications and has a set of supplemental questions for all applicants. Please complete the questions below and return them to me

Date: 01/23/2020
Ward No: 6 (VI)
Board/Commission Applying For: Citizens Water Advisory Committee

Name: David Willman
Home Address: 7764 S Elk Street
City: Aurora
Zip: 80016-4426
Email: dwillman66@icloud.com
Date of Birth:
Home Phone:
Work Phone:
How Long in Aurora: 29
Register to Vote: Yes

EDUCATION:

Years Completed: 4
Degree(s): Marketing BA Human Resources Certificate
Colleges: CU Denver CCA

EMPLOYMENT:

Employer Name: Tactical Fitness GSA Employer Address: 2244 S Brook Drive Fleming Island FL 320
Position: Business Manager
How Long?: 15
Work Experience: Co-Owner of a distribution marketing company, handle all aspects of operations, financial, product and human resource management.
Certifications: ACE NSCA ACSM

COMMUNITY INVOLVEMENT:

Involvement: Several over the years
Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: Yes If Yes, what position: Ponderosa HOA Member at Large, YMCA Advisory

INTERESTS/ACTIVITIES:

Interests/Activities: Too many to list but I can tell you I love several things and am interested constantly growing.

APPOINTMENT:

Why do you desire this appointment? Having served as past CHD and CABC Chair, I dove into elected office with the Cherry Creek School District for 8 years, now wanting to serve back at the City of Aurora, city I live and grow in. I am interested in CWAC as what I consider one of the most important aspects in the City of Aurora, that I live. I have been on the water tour previously, and have watched with interest

on how the recent large projects have completed and the future projects continue to be economic drivers for our city and quality of life for our citizens.
How much time do you anticipate being able to spend on this appointment each month?: 10-15 hours

PLEASE GIVE THREE REFERENCES:

Name: Iris Abraham
Address: 3489 W 72nd Ave, Ste 110 Westminster CO
Phone: 720 633-7145

Name: Rachel and Dan Kimball
Address: McMinnville, OR
Phone: 303 478-9548

Name: Jason Batchelor
Address: City of Aurora
Phone: 303-739-7000

Applicant Initials Given? Yes - DLW

Date Received: 02-05-2020

Access Entry Date: 02-05-2020

Initials: DRA

Registered Voter: X Yes ____ No ____ N/A County: Arapahoe

As of: 05-23-1992

Baker, Gregory

From: DAVID WILLMAN <dwillman66@icloud.com>
Sent: Monday, November 30, 2020 9:42 AM
To: Baker, Gregory
Subject: Citizens' Water Advisory Committee Application - Supplemental Questions

Hello Greg,

Hope you and the family are well.

Please see below my responses needed.

CWAC Supplemental questions:
Why are you interested in the Citizens' Water Advisory Committee and what do you bring to the committee?
I am interested in the CWAC due to the complexity of the Aurora Water system, learning more about the system, providing guidance to the council via group committee collaboration, as well as being a champion for both the system and how we can interact with our residential and commercial communities in terms of the system successes and challenges.
I believe I would bring a perspective of listening to all sides and practices, understanding a larger financial systemic picture via my previous community service and work, formulation of opinions of objectivity and subjectivity as needed, plus as currently serving on my local HOA board, I can bring a fresh perspective in a new and growing SE Aurora area of how planning, development, and then the quality of life for new residents is a major concern for our system in the present and moving forward.

What do you know about this committee and its function?
Its major function of providing systemic financial, capital and other resource guidance to staff and our council for reviewing policy concerns, budgetary monthly, and future planning including purchase and operational functions.

Detail your knowledge of Aurora's water system.
I have been on the earlier late 90's water tour.
Our water comes from the mountains, reclamation systems, and other water rights accumulation. From the mountains, via the natural spring/runoff from Homestake Reservoir down into the Arkansas River Watershed via other reservoir storage and is moved in water rights movement, in partnership with the City of Colorado Springs, and up and over the mountains all the way via several other reservoirs/river storage systems, into Rampart Reservoir, then pipelined east into Quincy and Aurora Reservoirs.
Reclamation via our Prairie Waters system via South Platte River back into Aurora Reservoir in one of the largest water system projects in the State of Colorado ever. Reclamation also includes our own infrastructure of water reclamation from our extensive sewage system.
We continue a multi-modal approach to our Aurora Water system for best practices, efficiencies, climate change, and growth.

Thank you again for your considerations.

Best regards,

David "Willy" Willman
303-506-4870 home/cell/work
dwillman66@icloud.com
7764 S Elk Street Aurora CO 80016

Date:	City of Aurora	Ward No.
11/06/2020	APPLICATION FOR APPOINTMENT PLEASE TYPE OR PRINT CLEARLY	IV

Board/Commission Applying For:
Citizens Water Advisory Committee

PERSONAL INFORMATION:

Name:			How long in Aurora?:
ANGIE BINDER			20+
Home Address:		Zip:	
10331 East Evans Avenue unit #141, Aurora CO		80247	
E-mail address:	Date of Birth:	Home Phone:	Work Phone:
angiebinder@msn.com		3035193914	

HIGHEST LEVEL OF EDUCATION OR DEGREE EARNED:

Yrs. Completed:	Degree(s):
	Bachelors Degree, Masters Certificate

Colleges:
Lamar Community College, Metropolitan State College, University of Denver

EMPLOYMENT:

Employer Name/Address:	Position:	How long?
Colorado Petroleum Association	Executive Director	3 ½ years
Work Experience:	Certifications:	
Colorado Community College System, City of Aurora, CO Dept of Local Affairs, EnCana	Integrated Marketing Communications	

COMMUNITY INVOLVEMENT:

CWAC

DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? ☐ Yes ☒ No

If yes, what position:

INTERESTS/ACTIVITIES:

Music, cooking

WHY DO YOU DESIRE THIS APPOINTMENT:

I would like to continue to serve on CWAC to bring continuity to the board and the perspective of someone who lives in a muti-family HOA. I also bring work experience in public policy and private business. With continued growth, Aurora has major water infrastructure projects on the drawing board and I want to see my community continue to

PLEASE GIVE THREE REFERENCES:

Name:	Address:	Phone:
Kevin Hougen	14305 East Alameda Ave, Aurora, C0 80012	303-344-1500
Name:	Address:	Phone:
Mike Beasley		303-916-0579
Name:	Address:	Phone:
Gigi Dennis	8900 Independence Way, Alamosa CO	719-587-5169

I certify that the foregoing information is true and correct.

Angie Binder — (Volunteer's name printed)

Angie Binder — (Volunteer's signature)

11/6/2020 — (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-)

The Honorable Mayor Mike Coffman
Aurora City Council
15151 E. Alameda Parkway
Aurora, CO 80012-1553

RE: Application for reappointment to Citizens Water Advisory Committee

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

Angie Binder

Printed name

Citizens Water Advisory Committee

Name of Board/Commission

November 6, 2020

Date

CWAC Supplemental questions

Angie Binder

1. Why are you interested in the Citizens' Water Advisory Committee and what do you bring to the committee?

As Colorado and the City of Aurora continue to grow in population, the state faces a looming water shortage. I want to see Aurora continue to grow and thrive. My experience working in local and state government and private industry gives me a broad public affairs background and understanding of water issues from several perspectives. I hope to lend my voice to policies that shape the future of the City.

2. What do you know about this committee and its function?

CWAC provides guidance and recommendations to the Water department staff and city council on proposed policies, strategic plans, budget, and programs. I think we can also serve to help educate other citizens and friends on water issues.

3. Detail your knowledge of Aurora's water system.

Having previously worked for the City of Aurora, I thought I knew a lot about Aurora's water system, but during my first term I learned how much the water system has grown and developed in the last 15 years. Aurora has a first-class water system that spans from the high mountains in western Colorado, across the Continental Divide, down the Arkansas River basin, across the City to provide water for its citizens, businesses, and recreation. Aurora Water staff is innovative in seeking out new water supplies (such as the London Mine) and managing existing resources. Staff uses the latest technology (like AIM) to efficiently provide water while keeping rates consistently lower than other providers.