NOTICE OF COUNCIL MEETING

MONDAY, May 10, 2021

TELECONFERENCE

6:30 p.m.

TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

Members of the Aurora City Council will participate in the ***May 10, 2021 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 6:00 p.m. 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, May 10, 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.)

REVISED AGENDA

Regular Meeting of the
Aurora City Council

Monday, May 10, 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. EXECUTIVE SESSION UPDATE

6. PROCLAMATIONS OR CEREMONIES

   6.a. The Salvation Army - Aurora Week 7

   6.b. World Neurofibromatosis (NF) Awareness Day 8

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 9

   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. **Consideration to AMEND AND OPENLY SOLICITED CONTRACT with Jacobs, Englewood, Colorado in the amount of $16,479.00 providing Cured In Place (CIPP) design services and added submittal reviews with the two phases of construction for the 2021 Water System Imp** 13

Dean Bedford, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

9.b. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Nicoletti-Flater Associates, Lakewood, CO in the total amount of $80,500.00 to provide psychological counseling services (secondary vendor) for the Aurora Police Dept. through April 2022. (R2081)** 21

Chief Vanessa Wilson / Ian Best, Assistant City Attorney

9.c. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to J. Brower Psychological Services, Denver, CO in the total amount of $269,500.00 to provide psychological counseling services (primary vendor) for the Aurora Police Dept. through April 2022. (R2081)** 24

Chief Vanessa Wilson/Ian Best, Assistant City Attorney

9.d. **Consideration to AWARD A SOLE SOURCE CONTRACT to GE Digital LLC, San Ramon, CA in the total amount of $76,756.55 for the annual renewal of software maintenance on the Water Supervisory Control and Data Acquisition (SCADA) Information Management System thr** 30

Marena Lertch, Manager of Water Service Operations/Ian Best, Assistant City Attorney

9.e. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to A-1 Chipseal Co., Denver, Colorado in the amount of $1,950,995.28 for the 2021 Surface Treatment Program, Project No. 5818A** 34

Tom McMinimee – Streets Operations Manager / Brian Rulla – Assistant City Attorney

9.f. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Albert Frei and Sons, Inc., Henderson, Colorado in the not-to-exceed amount of $233,000.00 for the purchase of aggregate materials as required through March 31, 2022, Bid No. B-4580.** 49

Tom McMinimee – Streets Operations Manager / Ian Best – Assistant City Attorney

9.g. **Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Ground Engineering Consultants, Inc., Denver, Colorado in the amount not-to-exceed $850,000.00 for Construction Management/Construction Inspection Services and Materials Testing for the period throug** 54

Tom McMinimee, Street Operations Manager/Ian Best, Assistant City Attorney

9.h. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Albert Frei and Sons, Inc., Henderson, Colorado in the not-to-exceed amount of $233,000.00 for the purchase of aggregate materials as required through March 31, 2022, Bid No. B-4580.** 59

Tom McMinimee – Streets Operations Manager / Ian Best – Assistant City Attorney

9.i. **Consideration to AWARD CHANGE ORDER No. 1 to a competitively bid contract with TCC Corporation, Windsor, Colorado in the amount of $157,172.73 for the Parklane Pool and Bathhouse Improvements Project, Project Number 5791A.** 64

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

10. RESOLUTIONS

10.a. **An Intergovernmental Agreement for Exchange (Trade) of Water** 137

R2021-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR EXCHANGE OF WATER BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, ACTING BY AND THROUGH ITS SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT ACTIVITY ENTERPRISE

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

10.b. Council's Support to Work with the Metro Denver Homeless 214

R2021-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S PLEDGE TO WORK WITH THE METRO DENVER HOMELESS INITIATIVE ON BUILT FOR ZERO FOR REGIONAL COORDINATION TO REDUCE HOMELESSNESS

Lana Dalton, Homelessness Program Manager / Tim Joyce, Assistant City Attorney

10.c. Proposed Revisions to the City Council Rules 240

R2021-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO MODIFY THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL

Susan Barkman, Council/Mayor Management Analyst/ Dan Brotzman City Attorney

10.d. Employee Handbook 2021 Resolution 258

R2021-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO ADOPT A NEW EMPLOYEE MANUAL FOR THE AURORA, COLORADO, CITY COUNCIL

Dianna M. Giordana, Director of Human Resources / Rachel Allen Client Group Manager, City Attorney's Office

10.e. First Creek Detention Pond Project 352

R2021-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE LAND EXCHANGE OF CERTAIN REAL PROPERTY LOCATED IN ARAPAHOE COUNTY FOR THE FIRST CREEK DETENTION POND PROJECT

Sarah Young, Deputy Director of Planning & Engineering, Aurora Water / Michelle Gardner, Senior Assistant City Attorney

10.f. Comprehensive Emergency Management Plan-City of Aurora 554

R2021-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADOPTING A COMPREHENSIVE DISASTER PLAN

Battalion Chief Matt Chapman/Isabelle Evans Assistant City Attorney

11. PUBLIC HEARING WITH RELATED ORDINANCE

11.a. Buckley Yard Rezone 627

2021-16 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING TWO SEPARATE PARCELS OF LAND MEASURING 44.343 ACRES MORE OR LESS AT THE NORTHEAST CORNER OF SOUTH AIRPORT BOULEVARD AND EAST ALAMEDA PARKWAY FROM BUSINESS TECH DISTRICT (I-1) TO MIXED-USE CORRIDOR DISTRICT (MU-C) AND MEDIUM DENSITY RESIDENTIAL DISTRICT (R-2) AND AMENDING THE ZONING MAP ACCORDINGLY (BUCKLEY YARD REZONE)

Todd Hager, Planner II / Dan Money, Assistant City Attorney

12. PUBLIC HEARING WITHOUT RELATED ORDINANCE

13. INTRODUCTION OF ORDINANCES

13.a. 2021 SPRING SUPPLEMENTAL 656

2021-17 AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2019-82, 2020-44, AND 2020-68 FOR THE 2020 FISCAL YEAR AND ORDINANCE NO. 2020-53 FOR THE 2021 FISCAL YEAR

Kerstin Claspell, Lead Financial Analyst/Hanosky Hernandez Perez, Assistant City Attorney

Estimated time: 10 min.

13.b. Aurora Commission for Seniors Name Change Request 710

2021-18 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 2-765, 2-811, 2-812, AND 2-815 OF THE CITY CODE PERTAINING TO CHANGING THE NAME OF THE COMMISSION FOR SENIORS TO THE COMMISSION FOR OLDER ADULTS

Brooke Bell, Director of Pks, Rec & Open Space/Angela Garcia, Senior Assistant City Attorney

14. FINALIZING OF ORDINANCES

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.** 725

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

18. GENERAL BUSINESS

18.a. **Consideration to appoint three members and reappoint one member to the Golf Course Advisory Committee** 740

Kadee Rodriguez, City Clerk, General Management / 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

Aurora, Colorado



Proclamation

WHEREAS, *The Salvation Army - Aurora (TSA) staff and supporters volunteer their time, distribute food, clothing and essential supplies, as well as connect Aurora residents in need with stable housing and provide financial donations to help those in need, working tirelessly to help and provide 24-hour support to all who are in need; and,*

WHEREAS, *the impact of COVID-19 on TSA-Aurora has been to radically expand services, serving hundreds of new people, partnering with the City of Aurora and others in Aurora in many ways to grow from giving away 4,147 food boxes in 2019 to 12,000+ food boxes from March through year-end 2020; and,*

WHEREAS, *TSA-Aurora, with support from the Salvation Army Intermountain Division and the YMCA, have provided rent and utilities assistance plus the Mobile Homeless Outreach, twice per week, and serving 2,265 Aurora families with food, grocery cards and toys during the 2020 holiday season; and,*

WHEREAS, *TSA-Aurora was selected by the City of Aurora's Community Relations Division to receive a 2021 Everyday Hero Award in conjunction with a Rev. Dr. Martin Luther King, Jr. event for their dedicated work to help Aurora residents in need during 2020; and,*

WHEREAS, *National Salvation Army Week was first declared by President Dwight D. Eisenhower in 1954, with Salvation Army offices across the nation annually celebrating their history and services to the community.*

NOW, THEREFORE, *I, Mike Coffman, Mayor of the City of Aurora, do hereby proclaim the week of May 10 through May 15, 2021, as:*

The Salvation Army - Aurora Week

and encourage citizens to support this organization and its noble humanitarian mission.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 3rd day of May 2021.*

CITY SEAL AURORA COLORADO

Mike Coffman, Mayor
Aurora, Colorado

Aurora, Colorado

Proclamation

***WHEREAS**, the Children's Tumor Foundation is observing May 17, 2021 as World Neurofibromatosis (NF) Awareness Day to educate the public about this rare genetic disorder that causes tumors to grow on nerves throughout the body and can also affect development of the brain, cardiovascular system, bones and skin, and can lead to blindness, deafness, bone abnormalities, disfigurement, learning disabilities, disabling pain, and cancer; and,*

***WHEREAS**, although over 2 million people around the world are living with NF, 1 in every 3,000 births is diagnosed with NF, and it affects all populations equally regardless of race, ethnicity or gender, it is still is relatively unknown to the public; and,*

***WHEREAS**, The Children's Tumor Foundation leads efforts to promote and financially sponsor world-class medical research aimed at finding effective treatments and, ultimately, a cure for NF through the national NF Clinic Network and with The Children's Hospital in Aurora, Colorado; and,*

***WHEREAS**, The Children's Tumor Foundation is connecting the unconnected, leading the way through innovative and inventive approaches to scientific advancement and improved patient care, revamping systems to accelerate the path from discovery to treatment; and,*

***WHEREAS**, The Children's Tumor Foundation provides patient and family support through its information resources, youth programs, and community activities; and,*

***WHEREAS**, much remains to be done in raising public awareness of NF to help promote early diagnosis, proper management and treatment, prevention of complications, and support for research.*

***NOW, THEREFORE**, I, Mike Coffman, Mayor of the City of Aurora, in recognition of this important initiative, do hereby proclaim the May 17, 2021, as:*

World Neurofibromatosis (NF) Awareness Day

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 3rd day of May 2021.*

Mike Coffman, Mayor
Aurora, Colorado

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

RESOLUTION NO. R 2020-_____

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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 AMEND AND OPENLY SOLICITED CONTRACT with Jacobs, Englewood, Colorado in the amount of $16,479.00 providing Cured In Place (CIPP) design services and added submittal reviews with the two phases of construction for the 2021 Water System Imp
Item Initiator: John Bruneau, Project Manager, Aurora Water
Staff Source/Legal Source: Dean Bedford, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: NA
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: NA

Regular Meeting: 5/24/2021

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 openly solicited Master Engineering Services Agreements (MESA-V) to thirty-six (36) firms in the not-to-exceed amount of $1,000,000.00 per award were reported to City Council on the Weekly Report of Purchasing Actions, dated December 7, 2015.

The award to Jacobs Engineering in the amount of $548,576.00 in accordance with RFP R-2032, reported on the Weekly Report to Council, dated June 29, 2020.

The Amendment to an OPENLY SOLICITED contract to with Jacobs, Englewood, Colorado of $90,394.00 for providing engineering services during construction for the 2021 Water System Improvement Project, R-2032 was reported on the Weekly Report To Council August 31, 2020.

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

Background: Annually, Aurora Water replaces approximately 10,000 feet of existing waterline to maintain potable water pipe integrity and ensure quality service to our customers. Typically, waterlines are replaced by digging them up and replacing with new ones (Open Cut). However, during the initial design phase of the current year's project, a few segments were noted to have construction challenges such as private landscape/hardscape improvements, private concrete paving surface improvements and challenging utility interferences. In addition, some waterline segments were in front of businesses and the team was concerned about impacting their customers. Therefore, in lieu of the tradition Open Cut methodology, the team selected a Cure-In-Place-Pipe methodology. Cured in Place Pipe (CIPP) is a trenchless method of construction that requires less open excavation where the existing pipe is lined with a resin soaked fiberglass tube that is cured out and forms a hardened liner that improves the existing pipeline to a new condition. This amendment is to address the engineering and services during construction for those CIPP waterline segments.

Item Scope: Amendment No. 2 as requested by Aurora Water incorporates Cure-In-Place-Pipe (CIPP) into the Engineering scope of work on portions of the 2021 Water System Improvements Project.
The amendment proposal also includes additional utility locating and engineering design services for a looped water line at Aurora Plaza (DelMar King Soopers) and meter pit and service connection relocations and upgrades to S Potomac St commercial sites. Specific details and cost breakdowns are shown in Attachment #2 to this commentary.

Purchasing Process: The previously approved Amendment No 1 added $90,394.00 to the original Contract amount of $548,576.00 for an increased total of $638,970.00, This second Amendment would add an additional $16,479.00 to the Contract for the added Engineering scope which also includes some cost savings from the original scope of work. The added Amended amount in this second Amendment of $16,479.00 to the total Contract of $638,970.00 results in a total new Contract amount of $655,449.00.

Recommendation
Based on the above, staff recommends that the City amend the openly solicited contract with Jacobs, Englewood, Colorado of $16,479.00 for providing Cured In Place (CIPP) design services and added submittal reviews for the 2021 Water System Improvement Project, R-2032.

QUESTIONS FOR COUNCIL

Does the City Council approve an amendment to the openly solicited contract with Jacobs, Englewood, Colorado of $16,479.00 for providing Cured In Place (CIPP) design services and added submittal reviews with the two phases of construction for the 2021 Water System Improvement Project, R-2032.

LEGAL COMMENTS

Any change order or amendment that would cause the **cumulative** total of all change orders to a contract to exceed $100,000 requires City Council approval (City Code § 2-676(II)(b)(3)). (Lathers)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this Amendment will be from the Capital Improvement Program, Water Fund, in the amount of $16,479.00.

Org: 52954

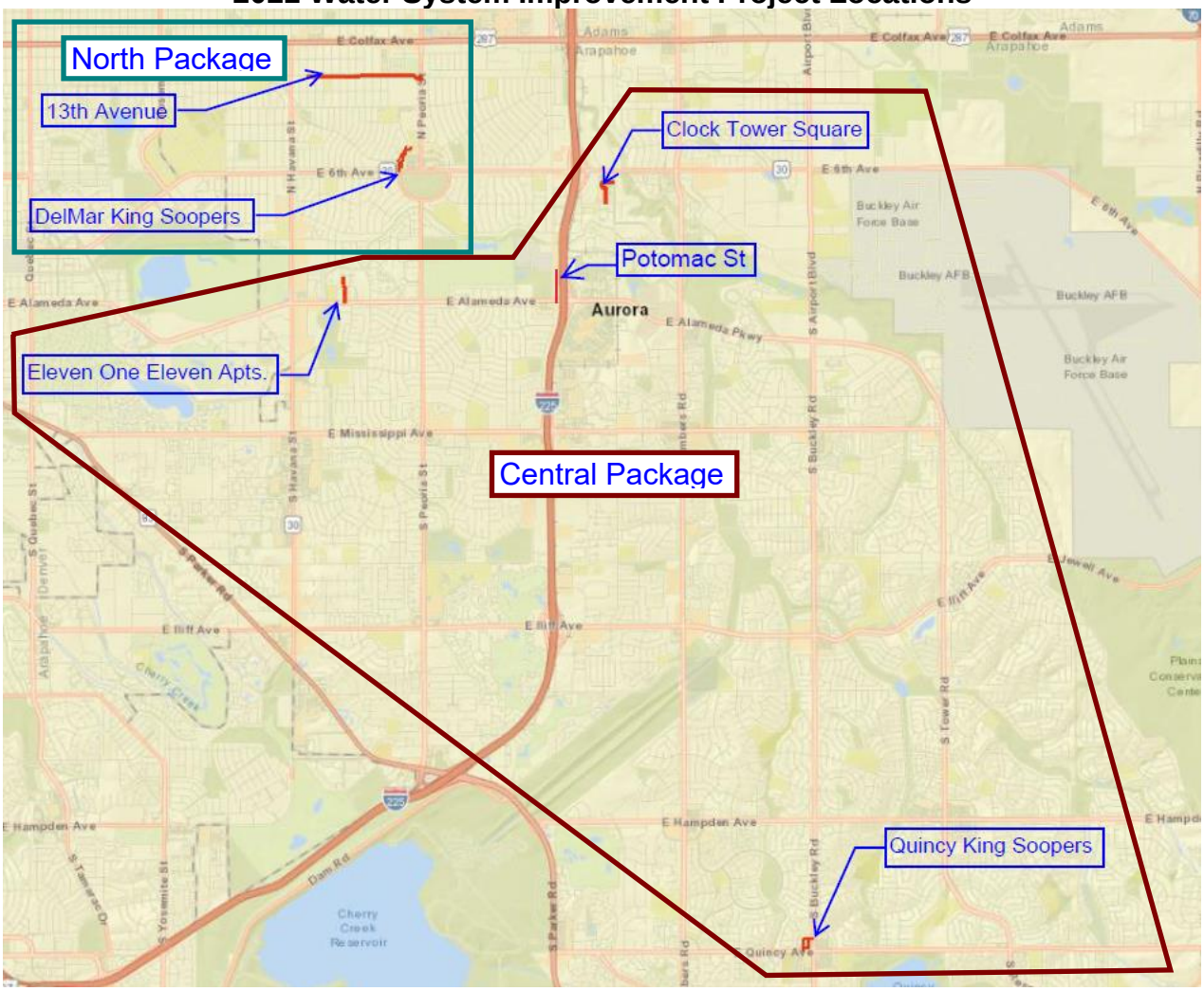
PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: Type Text Here

The **2021 Water System Improvement Project** includes installation of new water line within six project locations within the City of Aurora. See project locations as follows;

2021 Water System Improvement Project Locations



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
VARIOUS FIRMS SEE NEXT PAGE FOR LISTING OF FIRMS Dept: Water	Award openly solicited Master Engineering Services Agreement (MESA – V) contracts to thirty-six (36) separate firms identified on the next page of this Weekly Report Item in the not-to-exceed amount of $1,000,000.00 per award. The proposed MESA - V contracts are unfunded awards for providing on-call engineering design and other related professional services on an as-needed basis. The approval of the MESA contracts allows for the expedited award of services with City Council approval, negotiated contract terms and conditions, and billable hourly rates, which are all approved and agreed to upfront. When a need for service arises, a task order purchase order is issued that encumbers funds for the specific task order work under the umbrella of a firm's MESA – V contract. Award of a task order is handled through an informal competitive solicitation process conducted with the firms who have been awarded a MESA – V contract. The total dollar amount of all awarded task orders to any firm awarded a MESA – V contract will not exceed $1,000,000.00 over the next three (3) year period. The proposed MESA – V contracts were solicited under a formal competitive Request for Proposal (RFP) using a qualifications-based selection process where the top-ranked firms in each of nineteen (19) engineer professional service disciplines are selected for the award of a contract. The thirty-six (36) firms identified on the next page of this Weekly Report item were selected as those top-ranked firms for award of a MESA – V contract out of the sixty (60) total firms that responded. All of the firms responding to the RFP were evaluated based on the following criteria: 1. Experience & Competence of Project Team; 2. Past Performance & References; 3. Project Management & Methodology; and 4. Completeness of Proposal. A detailed hourly rate sheet for all professional, technical and administrative support personnel for each of the thirty-six (36) proposed firms were requested for review and approval by City staff. A comprehensive review and comparison of the hourly rate proposals for each firm was made against the other firms selected for award of a MESA – V contract. As a result, the proposed hourly rates for each of the selected firms are considered to be fair and reasonable. *This award is the result of an open solicitation where the City received at least 3 offers, and the price was negotiated with the top ranked firm on the basis of qualifications. 2-672-(a), (3), (a) (2)*	$1,000,000.00/ Per Each Firm	R-1740

PROPOSED FIRMS FOR AWARD OF MESA – V CONTRACT

AECOM TECHNICAL SERVICES, INC.
DENVER, CO

AQUARIUS CONTROLS, INC.
ELIZABETH, CO

BLACK & VEATCH CORPORATION
DENVER, CO

BRIERLY ASSOCIATES
DENVER, CO

BT CONSTRUCTION, INC.
HENDERSON, CO

BURNS & MCDONNELL ENGINEERING, INC.
CENTENNIAL, CO

CALIBRE ENGINEERING, INC.
HIGHLANDS RANCH, CO

CAROLLO ENGINEERS, INC.
BROOMFIELD, CO

CH2M HILL ENGINEERS, INC.
ENGLEWOOD, CO

DEERE & AULT CONSULTANTS, INC.
LONGMONT, CO

DEWBERRY ENGINEERS, INC.
DENVER, CO

ERO RESOURCES CORPORATION
DENVER, CO

FEI ENGINEERS, INC.
GREENWOOD VILLAGE, CO

GROUND ENGINEERING CONSULTANTS, INC.
ENGLEWOOD, CO

HATCH MOTT MACDONALD
LAKEWOOD, CO

HAWKSLEY CONSULTING
BROOMFIELD, CO

HIGH COUNTRY HYDROLOGY, INC.
BOULDER, CO

HDR ENGINEERING, INC.
DENVER, CO

ICON ENGINEERING, INC.
CENTENNIAL, CO

JACOBS ENGINEERING GROUP, INC.
DENVER, CO

KENNEDY/JENKS CONSULTANTS, INC.
LAKEWOOD, CO

KLEINFELDER
DENVER, CO

KUMAR & ASSOCIATES, INC.
DENVER, CO

LEONARD RICE ENGINEERS, INC.
DENVER, CO

MERRICK & COMPANY
GREENWOOD VILLAGE, CO

MWH AMERICAS, INC.
DENVER, CO

NINYO & MOORE
GREENWOOD VILLAGE, CO

OLSSON ASSOCIATES, INC.
GOLDEN, CO

PK ELECTRICAL, INC.
GREENWOOD VILLAGE, CO

PROVIDENCE INFRASTRUCTURE CONSULTANTS
CENTENNIAL, CO

QUANTUM WATER & ENVIRONMENTAL
LAKEWOOD, CO

RESPEC, INC.
DENVER, CO

RIVERSIDE TECHNOLOGY, INC.
FORT COLLINS, CO

RMH GROUP, INC.
LAKEWOOD, CO

SHANNON & WILSON, INC.
DENVER, CO

VANASSE HANGEN BRUSTLINE, INC.
DENVER, CO

CHANGE ORDERS and AMENDMENTS $25,000.00 to $99,999.99 subject to call-up where the cumulative total of all change orders or amendments to the contract does not exceed $100,000.00:

COMPANY/ DESCRIPTION OF CHANGE ORDER	CHANGE ORDER NUMBER	CHANGE ORDER AMOUNT	PREVIOUS CHANGE ORDERS	TOTAL TO DATE	AWARD NUMBER
JACOBS ENGINEERING GROUP, INC. **ENGLEWOOD, CO** Amendment to an openly solicited professional design services contract for the 2021 Water System Improvement Project. This additional Engineering is based on a critical need noted by Aurora Water Operations regarding the need for replacement of the deteriorating water main and reconfiguration of water services off of the water main that were subject to freeze issues on Potomac Street between Alameda Ave and Bayaud Street. Adding this replacement need to the 2021 Water System Improvement Project would allow Aurora Water to complete this replacement work early in the 2021 construction season. Pricing was requested from the consultant, and it is in accordance with the original contract. Therefore, it is considered to be fair and reasonable. *This Amendment is consistent with requirements of the City code 2-676 establishing criteria for awards of amendments.* Dept: Water	1	$90,394.00	$0.00	$638,970.00	20P0770

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
JACOBS ENGINEERING GROUP, INC. **ENGLEWOOD, CO** Dept: Water	Award an openly solicited contract to Jacobs Engineering Group, Inc. for Engineering Services for the 2021 Water System Improvement Project. The engineering services were solicited under a formal competitive Request for Proposal (RFP) using a qualifications-based selection process where the top-ranked firm is selected for contract award. Due to the nature of the services, pricing is not a factor in the selection of the top-ranked firm. Price is negotiated with the top-ranked firm only. Jacobs was selected as the top-ranked firm out of the seven (7) firms that responded. All of the firms were evaluated based on the following criteria contained in the RFP: 1. Statement of Qualifications; 2. Technical competence of project team; 3. Project descriptions and references; 4. Firm's project management and availability of local staff; 5. Overall impression of proposal and adherence to submittal requirements. As a result, a detailed scope of work, project schedule and price proposal in the not-to-exceed amount of $548,576.00 were negotiated with Jacobs Engineering. The proposed hourly labor rates are the same as their MESA VI agreement. Based on the above, the price proposal for providing the proposed services 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 the price was negotiated with the top ranked firm on the basis of qualifications. 2-672-(a), (3), (a) (2)*	$548,576.00	R-2032 Burns & McDonnell Engineering Company HBK Engineering HR Green, Inc. Jacobs Engineering Group, Inc. PSI, LLC RG and Associates, LLC Stantec Consulting Services, Inc.

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Nicoletti-Flater Associates, Lakewood, CO in the total amount of $80,500.00 to provide psychological counseling services (secondary vendor) for the Aurora Police Dept. through April 2022. (R2081)
Item Initiator: Michelle Ratcliff, Sr. Procurement Agent
Staff Source/Legal Source: Chief Vanessa Wilson/ Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.7--Minimize injury, property losses, and death, while maintaining city govern. operations

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/10/2021

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.)***

City Council approved the 2020 award to Nicoletti Flater in the amount of $70,000.00 on the Weekly Report of January 6, 2020.

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

The Police Department (APD) requests approval to award a contract for 2021-2022 psychological counseling services, fit for duty evaluation and training needed by officers. A requisition in the amount of $80,500.00 has been submitted for the annual contract period.

Purchasing Services released Request for Proposals #R-2081 Police Psychological services on February 22, 2021. On the closing date of March 22, 2021, the following proposals were received:

J. Brower $90.00/hour (counseling services)
Nicoletti-Flater $85.00/hour (counseling services)

Nicoletti-Flater Associates (secondary vendor) will primarily provide fit for duty evaluations, and some counseling along with J. Brower as the primary provider. Nicoletti-Flater has over 30 years of experience in providing evaluations, and their pricing reflects the quality of resources (nationally known) for these services. As counseling represents a smaller portion of services, fewer resources allow for a slightly lower hourly rate. The firm is also willing to provide the required services to APD staff 24 hours a day. Therefore, staff considers the vendor's proposal to be fair and reasonable.

Based on the above information, staff recommends proceeding with an openly solicited award to Nicoletti-Flater Associates, Lakewood, CO in the amount of $80,500.00 to provide secondary counseling services for APD officers.

QUESTIONS FOR COUNCIL

Does City Council approve the openly solicited award to Nicoletti-Flater Associates in the amount of $80,500.00 for psychological counseling and fit for duty evaluations for Police staff?

LEGAL COMMENTS

Awards worth $50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)) (Best).

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding is budgeted in the 2021 General Fund, Police Dept. and will be paid from: Org 55269 (Employee Support Unit) and Acct 62200 (Services - Professional)

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

AWARDS $50,000.00 - $2,000,000.00 and not based on lowest dollar basis (usually awards driven by qualifications rather than price)

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID NUMBER
1. J. BROWER PSYCHOLOGICAL SVCS. DENVER, CO ($100,000.00 award) **2. NICOLETTI-FLATER ASSOC. LAKEWOOD, CO ($70,000.00 award)** Dept: Police	Extend openly solicited contracts for professional psychological counseling services, fit for duty evaluations, and training as required for Police officers through February 8, 2021. This represents the second and final extension period for both contracts. J. Brower will serve as the primary consultant, providing services for counseling and training. Nicoletti-Flater will serve as the secondary source for counseling and fit for duty evaluations. Both firms have offered to hold their 2018 and 2019 counseling hourly rates of $72/hour. Since the Municipal Cost Index shows an increase of 2.5% over the last two years, the hourly rates are considered fair and reasonable. *Purchases where a vendor offers to extend an existing contract under the same terms and conditions within current market pricing are authorized to be awarded through non competitive negotiations. 2-674-2*	$170,000.00	RFP #R-1865

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to J. Brower Psychological Services, Denver, CO in the total amount of $269,500.00 to provide psychological counseling services (primary vendor) for the Aurora Police Dept. through April 2022. (R2081)
Item Initiator: Michelle Ratcliff, Sr. Procurement Agent
Staff Source/Legal Source: Chief Vanessa Wilson/Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.7--Minimize injury, property losses, and death, while maintaining city govern. operations

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/10/2021

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.)***

City Council approved the 2020 award to J. Brower in the amount of $100,000.00 on the Weekly Report of January 6, 2020.
City Council reviewed the 2020 emergency award in the amount of $66,000.00 on the Weekly Report of December 28, 2020
City Council reviewed the 2021 award to J. Brower in the amount of $47,000.00 on the Weekly Report of March 15, 2021

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

The Police Department (APD) requests approval to award a contract (primary vendor) for 2021-2022 psychological counseling services, fit for duty evaluation and training needed by officers. A requisition in the amount of $269,500.00 has been submitted for the annual contract period.

Purchasing Services released Request for Proposals #R-2081 for Police Psychological services on February 22, 2021. On the closing date of March 22, 2021, the following proposals were received:

J. Brower $90.00/hour (counseling services)
Nicoletti-Flater $85.00/hour (counseling services)

J. Brower was selected as the primary provider for counseling and training, and the secondary vendor Nicoletti-Flater Associates will provide fit for duty evaluations and limited counseling. Brower provides counseling services at two local offices for the convenience of sworn and non-sworn staff, and also provides services to the families of sworn victims. Historically, Brower has been selected by APD staff for the majority of counseling services, and their higher hourly rate reflects the greater resource levels required. Both firms have been willing to provide the required services to APD staff 24 hours a day. Therefore, staff considers the Brower proposal to be fair and reasonable.

Based on the above information, staff recommends proceeding with an openly solicited award to J. Brower Psychological Services, Denver, CO in the amount of $269,500.00 to provide primary counseling services for APD officers.

QUESTIONS FOR COUNCIL

Does City Council approve the openly solicited award to J. Brower Psychological Services in the amount of $269,500.00 for counseling services for Police staff?

LEGAL COMMENTS

Awards worth $50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)) (Best).

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for 2021 services is budgeted in the General Fund, Police Dept. and will be paid from:
Org 55269 (Employee Support Unit) and Acct 62200 (Services - Professional)

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

REPORT OF EMERGENCY AWARDS, CHANGE ORDERS and AMENDMENTS: Includes all procurement actions awarded to support immediate operational priority requirements.

AWARD NUMBER	COMPANY/DESCRIPTION OF AWARD	AWARD AMOUNT	CODE SECTION
20P1230 Dept: Communications	**DIANNE MYLES LLC DBA DOPE MOM LIFE** **AURORA, CO** Award a single source contract for training video production services pertaining to specific City functions at city management request for the Communications department. Funding for this contract will be taken from both the 2020 and 2021 budget years. Phase 1: $16,500.00 will be paid from the 2020 budget. Phase 2: $18,500.00 will be paid from the 2021 budget. This purchase was deemed emergency due to requirement of 2020 funding and time frame for the work. *City Code provides that the City Manager or Deputy City Manager of Administrative Services is empowered to authorize purchases to be designated as emergency purchases, and processed as expeditiously as possible without competition, regardless of the dollar amount.*	$35,000.00	*2-675*
20P1319 Dept: Police	**J BROWER PSYCHOLOGICAL SERVICES** **GREENWOOD VILLAGE, CO** Professional psychological counseling services on an as needed basis for the Police Department through December 31, 2020. Pricing is based on current 2020 contract rates. Due to the immediate need for the services, the award was deemed to be an emergency purchase. *City Code provides that the City Manager or Deputy City Manager of Administrative Services is empowered to authorize purchases to be designated as emergency purchases, and processed as expeditiously as possible without competition, regardless of the dollar amount.*	$66,000.00	*2-675*

AWARDS $50,000.00 - $2,000,000.00 and not based on lowest dollar basis (usually awards driven by qualifications rather than price)

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID NUMBER
1. J. BROWER PSYCHOLOGICAL SVCS. DENVER, CO ($100,000.00 award) **2. NICOLETTI-FLATER ASSOC. LAKEWOOD, CO ($70,000.00 award)** Dept: Police	Extend openly solicited contracts for professional psychological counseling services, fit for duty evaluations, and training as required for Police officers through February 8, 2021. This represents the second and final extension period for both contracts. J. Brower will serve as the primary consultant, providing services for counseling and training. Nicoletti-Flater will serve as the secondary source for counseling and fit for duty evaluations. Both firms have offered to hold their 2018 and 2019 counseling hourly rates of $72/hour. Since the Municipal Cost Index shows an increase of 2.5% over the last two years, the hourly rates are considered fair and reasonable. *Purchases where a vendor offers to extend an existing contract under the same terms and conditions within current market pricing are authorized to be awarded through non competitive negotiations. 2-674-2*	$170,000.00	RFP #R-1865

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

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID NUMBER
J BROWER PSYCHOLOGICAL SERVICES **GREENWOOD VILLAGE, CO** Dept: Police	Interim award for psychological counseling services required by Police Dept. staff. This contract will continue the critical services for a period of 90 days while an openly solicited Request for Proposal (RFP) process is completed for the annual contract. The firm has agreed to maintain its 2020 rates firm for this award. Therefore, staff considers the pricing to be fair and reasonable. *In order to reduce down time of procuring equipment and contracts when circumstances warrant, purchase orders may be negotiated with selected vendors or contractors. 2-674-11*	$47,000.00	N/A
LINDE, INC. **(FORMERLY PRAXIAR)** **DANBURY, CT** Dept: Water	Extend a competitively bid contract for the purchase of the water treatment chemical Liquid Oxygen as required for the Aurora Reservoir aeration system through March 31, 2022. This second extension year represents the final year of a possible three-year contract. Praxair has offered renewal pricing with an increase of 3% over year two of the award. Although the Municipal Cost Index (MCI) is only up 2.16% year-to-year ending January 2021, Praxair's pricing is 62% lower than the next low bidder's third year pricing on the original bid. Therefore, the pricing is considered to be fair and reasonable. *Purchases where a vendor offers to extend an existing contract under the same terms and conditions within current market pricing are authorized to be awarded through noncompetitive negotiations. 2-674-2*	NOT-TO-EXCEED $49,000.00	B-4461

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to AWARD A SOLE SOURCE CONTRACT to GE Digital LLC, San Ramon, CA in the total amount of $76,756.55 for the annual renewal of software maintenance on the Water Supervisory Control and Data Acquisition (SCADA) Information Management System thr
Item Initiator: Michelle Ratcliff, Sr. Procurement Agent
Staff Source/Legal Source: Marena Lertch, Manager of Water Service Operations/Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/10/2021

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.)***

Council approved the 2020 award to GE Digital in the amount of $76,343.88 on May 18, 2020, Agenda Item #9a.

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

Water has an annual requirement for iGlobalcare software support and maintenance services for the Supervisory Control and Data Acquisition (SCADA) Information Management System. In the year 2000, Water standardized on SCADA software that is called Proficy HMI/SCADA iFix. This software is used to collect, present and store data for Water's Treatment and Distribution operators. The data is used for alarm management, monitoring, control, and reporting purposes related to system processes and equipment. GE Digital LLC is the developer of the software and is the sole source for maintenance and support functions.

GE Digital LLC has submitted a proposal in the total amount of $76,756.55 for providing the required annual software maintenance and support services through June 30, 2022. Pricing for the services shows a 0.54% escalation over 2020 pricing. The GE support pricing formula is the same for all government entities and reflects an annual fixed percentage of Aurora products and licenses purchased. The March 2021 Municipal Cost Index shows an increase of 5.06% over 2020 pricing, therefore, staff considers the price to be fair and reasonable.

Based on the above information, it is staff's recommendation to award a sole source contract to GE Digital in the amount of $76,755.55 for annual renewal of the software maintenance on the Water SCADA Information Management System.

QUESTIONS FOR COUNCIL

Does City Council approve the sole source award to GE Digital in the amount of $76,755.55 for annual maintenance on the Water SCADA Information Management System?

LEGAL COMMENTS

Purchase orders and contracts worth $50,000 or more not awarded pursuant to formal competitive bidding require City Council approval (City Code § 2-672(a)(3)(b)). (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: The contract cost of $76,755.55 is budgeted in the 2021 General Fund, and will be paid from the following:

Org 52059 (Utilities Services - Water) and Acct 64542 (R&M-Software): $46,053.93
Org 52060 (Utilities Services – Sewer) and Acct 64542 (R&M-Software): $19,189.14
Org 52061 (Utilities Services – Storm) and Acct 64542 (R&M-Software): $11,513.48

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

5. **APPROVAL OF THE MINUTES OF THE MEETING OF MAY 4, 2020**

Motion by Coombs, second by Bergan, to approve the minutes of the meeting of May 4, 2020, as presented.

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

Abstained: Hiltz

Council Member Bergan asked if the City Council meetings would once again open with an invocation. Mayor Coffman stated he would take the issue under advisement but noted it was difficult to bring a party in to do so during these times. Council Member Bergan asked if the City Clerk could read a prayer in the meantime. Mayor Coffman answered affirmatively.

6. **CEREMONY**

Proclamation Declaring May Mental Health Month – Mayor Coffman

Proclamation for Neurofibromatosis Awareness Day – Mayor Coffman

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

Stephen Ruger, City Clerk, stated he would read public comments submitted to publiccomment@auroragov.org into the record. He noted he would read up to the first three minutes of the comment and then the comments would be attached to the minutes and also emailed to Council.

Darlene Jones, Resistance 5280, Say Their Names 5280, commented on the link between police involved shootings of melanin people and the COVID-19 facemask mandate noting these shootings happened prior to COVID and the two issues should not be linked. She spoke in support of the facemask mandate as it would protect all Aurora residents.

Ida Audeh discussed the Aurora Police Department's history as well as the recent protest related to ICE raids for undocumented residents which was met with police violence. She stated enough was enough.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR**

General Business

a. Consideration to AWARD A SOLE SOURCE CONTRACT to GE Digital LLC, San Ramon, CA in the total amount of $76,343.88 for the annual renewal of software maintenance on the Water SCADA Information Management System through June 2021.
Presenters: Marena Lertch, Manager of Water Service Operations, Water/Dave Lathers, Senior Assistant City Attorney

b. Consideration to AWARD A COMPETITIVELY BID CONTRACT to T-P Enterprises, Inc., Denver, Colorado in the not-to-exceed amount of $132,500.00 for land management services for the Prairie Waters North Campus and Pump Station Facilities. (B-4508)
Presenters: Bobby Oligo, Manager of Water Treatment, Aurora Water/ Dave Lathers, Senior Assistant City Attorney

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

c. Consideration to AWARD A CHANGE ORDER TO THE COMPETITIVELY BID CONTRACT with BT Construction, Henderson, Colorado in the amount of $65,426.02, for the Sewer Improvements for Lima Alley and Paris Alley Project, Project No. 5641A. **Presenters:** Swirvine Nyirenda, Principal Engineer, Aurora Water/Dave Lathers, Senior Assistant City Attorney

d. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Mueller Water Products, Belgrade, MT in the amount of $80,550.00 to purchase Pressure Recorder Hardware and Software for Fire Hydrants and Pressure Reducing Valves. (R-2034) **Presenters:** Mike Mills, Manager of Water Ops and Maint, Aurora Water/ Dave Lathers, Senior Assistant City Attorney

Motion by Gruber, second by Berzins, to approve items 9a – 9d.

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

Final Ordinances

♦ e. **2020-14**
Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, appropriating sums of money in addition to those appropriated in Ordinance Nos. 2018-56, 2019-17, and 2019-89 for the 2019 fiscal year. **Presenters:** Greg Hays, Budget Officer/Kerstin Claspell, Lead Budget Analyst, Finance/Hans Hernandez Perez, Assistant City Attorney II

Motion by Bergan, second by Marcano, to approve item 9e.

Sonia Skakich-Scrima spoke in opposition to the item and discussed the negative impact of fracking on the surrounding area.

Mayor Pro Tem Johnston asked staff to address the mineral rights issue and how buffer zones would be impacted if the land was not purchased.

Pat Schuler, Manager, Open Space & Natural Resources, did so, noting a Phase 1 assessment was done on the property and no indication that there were any recognized environmental impacts on the property was realized. She understood fracking was a very volatile issue and noted the City obtained a no surface occupancy letter from the mineral owner who owned 50 percent of the minerals but not from the second owner. She pointed out with the letter and the property's proximity to Buckley AFB, staff believed fracking was very unlikely to happen. She noted the City could not preclude property owners from fracking on adjacent properties however and pointed out which adjacent properties the City owned which also led to the presumption that fracking would be a difficult endeavor.

Mayor Pro Tem Johnston expressed appreciation to Ms. Schuler for addressing the issues raised. She stated drilling applications still had to go through an approval process with the City, noting there were many steps beyond what was being done currently.

Ms. Schuler concurred, noting there was also a conservation easement on the property which added another level of protection as well as potential concerns raised by Buckley.

Council Member Gruber discussed the Base Realignment and Closure (BRAC) process and how bases without active runways were at risk of closure given the current federal spending. He stated Buckley had a billion dollar economic impact to Aurora and pointed out as such, Aurora should do whatever it took to maintain that runway. He stated this was a very

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

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to A-1 Chipseal Co., Denver, Colorado in the amount of $1,950,995.28 for the 2021 Surface Treatment Program, Project No. 5818A. ***Staff requests Waiver of Reconsideration due to length of project and sensitivity to weather conditions that can cause delays.***
Item Initiator: Jeff Lehmann – Procurement Agent
Staff Source/Legal Source: Tom McMinimee – Streets Operations Manager / Brian Rulla – Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.1--Develop and implement infrastructure maintenance and replacement plans

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/10/2021

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? Staff requests waiver of reconsideration due to length of project and sensitivity to weather conditions that can cause delays.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 2/25/2021

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 Roadway Infrastructure 2021 Maintenance Program was presented to the Transportation, Airports and Public Works Policy Committee on February 25, 2021. Minutes of the meeting are attached for reference. The committee supported proceeding with the program presented.

City Council approved the previous award to A-1 Chipseal in the amount of $2,752,611.60 for the 2020 Surface Treatment Program on March 16, 2020, Agenda Item #9e under prior bid #B-18002 that expired on December 31, 2020.

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

This program will place asphalt emulsion treatments on public streets and municipal parking lots at various locations throughout the city (location map attached). These treatments are highly effective in extending the life of pavements by protecting the surface from environmental factors such as water intrusion and sun damage. All project locations have been supported by the Transportation Committee.

Surface treatments have been identified as one of the most cost-effective tools in pavement maintenance for low volume streets and parking lots. The surface treatment process provides a thin asphalt emulsion coating, which seals the asphaltic surface from unwanted moisture, delays further oxidation to the pavement structure, and extends the life of the underlying asphaltic pavement.

Bids were opened by Purchasing Services on April 12, 2021. The results of the base bid were as follows:

A-1 Chipseal Co., Denver, CO $1,950,995.28

The engineer's estimate for the project was between $1,900,000.00 and $2,000,000.00. The bid was an open solicitation with the expectation of competition. The bid price is within project estimate and is considered to be fair and reasonable.

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

Based on the above, staff recommends the award of a competitively bid contract to A-1 Chipseal, Co., Denver, Colorado in the amount of $1,950,995.28 for the 2021 Surface Treatment Program, Project No. 5818A.

QUESTIONS FOR COUNCIL

Does City Council approve the award of a competitively bid contract to A-1 Chipseal Co., Denver, Colorado in the amount of $1,950.995.28 for the 2021 Surface Treatment Program?

LEGAL COMMENTS

Awards worth $50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)). (Rulla)

MOTION TO APPROVE SHALL INCLUDE A WAIVER OF RECONSIDER

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this contract is budgeted in and will be charged to the following orgs and accts:

Org and Acct	Allocation

49794-68410	$1,400,000.00
49712-68410	$ 550,995.28
Total	$1,950,995.28

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

would like a broad conversation on that in general. Ms. Colip said that she would work with Mac Callison, Planning Supervisor, to put something together for the committee.

CM Marcano ask Mr. McMinimee how the City prioritizes service that might be covered by a Home-Owners Association (HOA) and an area that is only covered by the City. Mr. McMinimee said the HOA would take care of any private roads or parking lots, park trails and things that are inside their area. The City would not have an agreement with the HOA for roadways. The City would take care of all of the public rights-of-way. CM Marcano asked if this would be the same for a Metro District that has a snow clearing agreement as well. Mr. McMinimee said that, in the program that we are working on with Blackstone, they would take care of all of the streets and all the collector streets and residential streets inside of the arterial. The City would take care of the main arterials around that Metro District. CM Marcano said that he understood that the Heather Gardens community had an agreement with the City that they would take care of snow removal when the city is unable to do so. Mr. McMinimee stated that he had never seen that agreement. He said that the City takes care of Heather Gardens Parkway and Marina Drive which are the main ring roads around Heather Gardens, and Heather Gardens clears the snow on all of the sidewalks and parking structures. CM Marcano said that he would find the agreement and discuss it with Mr. McMinimee as he wants to try to resolve the issue. CM Marcano does not believe that the City proves favorable treatment and he wants to find a way to put a lid on those conversations.

Outcome: **Information only**

Follow-up Action: **Information only**

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5. ROADWAY INFRASTRUCTURE 2021 MAINTENANCE PROGRAM
Title Times New Roman Bold Title
Summary of Issue and Discussion:
Tom McMinimee, Street Operations Manager, said that the population of the City has increased to 386,502. The City is now at 160 square miles, with 1291 miles of center line miles of road responsibility, which translates to over 4500 lane miles of road. The City does several types of Pavement maintenance strategies. Staff does crack fill, surface treatment – both in the form of slurry and chip seal, rehabilitation in the form of overlay, and reconstruction which is to totally remove and replace the roadway. Mr. McMinimee presented a slide of strategy versus condition and the spoke of the Pavement Condition Index (PCI) and what it actually means. The scale of the PCI is between 0-100. One hundred is when a roadway surface is absolutely perfect. Zero is when the roadway is very bad. On this scale a score of 85 – 100 is good, 70 – 85 is satisfactory, 55 – 70 is fair, 40 – 55 is poor, and 25 – 40 is very poor. He explained that the very poor roadways happen when the roadway is very old. During the cycle of maintenance, the City does routine, preventative and rehab maintenance on the roadways as well as reconstruction. We also do patch and rejuvenation. It is very economical to do crack, patching, rejuvenate and slurry. The cost can skyrocket when we need to do overlays and reconstruction.

The City has a model that is updated about every five years. From this model, staff pulls a list of roadways that are recommended for overlay and surface treatments. Staff must take into

consideration any utility conflicts such as what the water department are doing. Once the list is comprised staff works it into a budget and then we have our program for that year.

We are trying to extend the pavement lifecycle. Even though we have a good roadway, staff will do crack seal when they see cracks appear in the surface. By doing crack seal on all the cracks on a roadway it prevents water from getting underneath the roadway. Water does a lot of damage to a roadway. By doing small, routine, and preventative maintenance the City can elongate the lifecycle of the roadway.

Mr. McMinimee said that prior to 2015 the City split maintenance funding between major streets and neighborhood streets. The City received data in 2015 and therefore, in 2016 decided that there was a need to save our more expensive portions of the network, arterials and collectors, to try to hold a PCI of 70. Residential streets that have a PCI over 70 would be kept at that level with surface treatments but once the PCI slipped below 70, they would only be kept safe with patching.

In 2019 the City received new data regarding the roadway PCI. No changes were made to the 2016 maintenance strategy. The maintenance strategy includes maintaining our arterial and collector streets to try and hold them at a PCI of 70. Residential streets that have a PCI over 70 will be kept at that level with surface treatments. If a residential PCI falls below a 70 it will be kept safe with patching. At this time, the City does not have a residential street overlay program.

The budget analysis shows that in an ideal world, where we had all the funding we wanted and could do whatever we wanted the PCI curve would straighten out to above 70 which would give more money to do other things. The redline on the slide represents the actual budget since 2008 and extends through 2020.

Between 1998 and 2006 the city added approximately 250 miles of roadway. These roadways are now older and are due for maintenance. The maintenance requirement on these roadways is impacting the City's maintenance capabilities. Mr. McMinimee is concerned that the curve is rising, similar to the timeframe between 1998 and 2006 and that the housing index went up 4.3%. An increased housing index translates to building new neighborhoods and new roads.

In 2019 the data rendered a 69 PCI for all the roads in the City of Aurora. The is probably close to what it actually is currently, possibly dipping closer to 64 or 65. By upgrading the model with the work that has been done that the Citywide PCI is not falling a drastically as originally thought.

There is approximately $43,000,000 in deferred maintenance between 2008 and 2021 which means that we have more roads below a 70 PCI. If the City decided to get all roadways to a 70 PCI it would cost $170,000,000.

This year's budget has $14,460,000 for street overlay, $1,974,000 for concrete repair (curbs and sidewalks), $1,110,000 for street reconstruction (Airport and Jewell), $840,848 for street maintenance (asphalt overlay in house), $1,400,000 for street maintenance (chip/slurry/crack seal), $850,000 for contracted program inspection services and $500,000 from the 2020 Council addition to the program for a total budget of $21,134,848.

Council Member (CM) Hiltz said that the Streets department is so responsive when people put in items like deeper cracks and what not. She said that she does go through Access Aurora because it is easier when she is out and about, and she wants to know how responsive the system is when she is not logged in as a CM. She said that she put a request into Access Aurora anonymously regarding a six-inch crack in a relatively new roadway. She noticed two weeks later that the issue was fixed. She knows that a lot of people say things about the roads, but it is followed up with comments about the City staff coming out and fixing the situation. She said that it is on the Council to get more money for the department to address these needs. Mr. McMinimee said that he would pass this along to his workers.

Council Member (CM) Lawson said that she appreciates the hard work of the staff. CM Lawson asked if the City had statistical information about how many times a road has been done within the past five years. She believes that the campaign case is how many times a road needs to be done (overlaid or fixed) within a certain time period. This is good information to have in terms promoting anything. What must be done on these main arterial roadways. Mr. McMinimee said that the City does have the history of the roads. He said that the history probably goes back a couple of decades, so they know when a road was last overlaid. He stated that this is the hard part about road maintenance, as it is a long process. Typically, we don't overlay a road. We a saw Smoky Hill get overlaid last year. We probably will not see it overlaid again for twelve to fifteen years. There is turnover in Council during that time and so we're constantly having to talk about that 15/20/25-year plan. It is fifteen years before the arterials are overlaid and twenty years for collectors and twenty-five years for residential streets. On the collector and residential areas, the City is using a different type of asphalt so you would see more routine maintenance going on in a neighborhood. If we overlaid a collector two years ago it is now a candidate to have crack fill performed on it and is automatically in a crack fill program. Five years after it was overlaid with standard asphalt we would go out and it would probably be a candidate for slurry treatment. We can also do chip on collectors. Chip is not a popular program and Council Members will get calls from constituents because when chip is first put down it feels like a gravel road. When chip is put down staff goes back out within 72 hours and sweeps the road to try to get all the loose spines picked up. Mr. McMinimee said that the Stone Matrix Asphalt (SMA) that is used on the arterials is that is self-healing and wears like iron. The only routine maintenance the staff would do is crack fill because of the way that the stone matrix is put together. Staff doesn't want to seal the top completely. It needs to be open gap graded so staff will not slurry or chip these roadways. Currently the arterials that are put down, we are always working in the top part of our toolbox.

CM Lawson asked about evaluating the roads. She was driving on Smoky Hill, turning right where Woodgate is to get on Chambers, there are several cracks there. Do you wait till you get enough complaint about a situation or do you have staff go out and evaluate the roads? Mr. McMinimee said that he was glad to hear CM Lawson speak of the public aspect. There are 386,000 set of eyes out there and we really do rely on our public to point issues out to staff. He said that he tells people not to feel like they are complaining. They are being proactive and helping staff. If someone sees something that is disconcerting feel free to put it in on Access Aurora and staff will go out and look at it. When a pothole is reported staff tries to get to them within twenty-four hours. Staff filled over 3000 potholes last year. Public access tickets only accounted for less than 6% of these. Staff are actively seeking problems in the road surface as they are traveling around town. Cindy Colip, Director of Public Works, clarified that the

statement of arterials every fifteen years, collectors every twenty years and residential every twenty-five years is what the City would like to get to but not there yet. Right now, the arterials are closer to thirty, collectors are about seventeen and residential are actually on a sixty-one-year cycle. Mr. McMinimee said that the 15/20/25-year plan is where we would like to be. Nancy Freed, Deputy City Manager, said that is where we get the gap of $20,000,000 annually for us to accomplish the suggested program.

CM Hiltz said that she was glad the Mr. McMinimee said not to feel like she was complaining. She said that the internal Council request program has some hiccups last year in terms of getting issues filtered out to where they needed to go so she stopped using it and starting using Access Aurora and she always had responses within four hours. She said that she likes the drop a pin, drop a photo and the ability to track an issue.

Council Member (CM) Marcano asked concerning the budget analysis, if we could see historical date going beyond 2008 for Council for education perspective. In trying to think ahead it would be helpful to look at what strategy the City would use to address this. One option is going back to the public but, he things we need to give a bigger picture. He would also like Mr. McMinimee to address the cost of materials and equipment for maintain and repairing the roads. How have those costs increased relative to the consumer price index and is that factoring into the deficit? He knows the Council shifts priorities, reacting to the recession. He wants to know exactly what else plays into this so they can make the case. He said that it is not mismanagement but an imperfect storm of bad things. Ms. Colip said that Lynne Center, Deputy Director Public Works Operations, has spent over 20 years in street operation before she moved into a couple of other positions. She has some good history. Mr. McMinimee agreed that Ms. Center is a wealth of knowledge. He said that we can go back beyond 2008 and get the data requested. He said that the price of asphalt goes up every year. He said that he does not think it is going up as fast as the whole construction cost index which is rising at 5% but the City is only using one material and the construction cost index is spread out over many different materials. We usually see an increase of 2 – 2.5% every year. The equipment has gotten much more expensive. In the old days, everything ran off of levers and hydraulics and now everything has a computer in it which translates to higher repair cost if something goes down. CM Marcano said that total cost of ownership is a factor. CM Marcano requested that this subject come back to the committee with more information so they can discuss how to bridge the deficit.

CM Marcano asked if the $1,000,000 in the budget for street reconstruction, is this only for Airport and Jewell. Mr. McMinimee said that it was not. It was only an example. It is for concrete panel work. If there is a concrete road, like Airport and Jewell, that has a panel that's broken, the City has a panel replacement program. If you drive north of Colfax on Airport you will probably see that work going on later this summer.

<u>Outcome:</u> The committee supports proceeding with the Street Rehabilitation and Preservation Program

<u>Follow-up Action:</u> This program will proceed

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8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR**

General Business

a. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Carus Corporation, Peru, Illinois in the not-to-exceed amount of $61,000.00 for the purchase of Potassium Permanganate Water Treatment Chemical for the Binney Water Purification Facility (WPF) through December 31, 2020. (B-4493)
Presenter: Bobby Oligo, Manager of Water Treatment, Aurora Water

b. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Ground Engineering Consultants, Inc., Denver, Colorado in the amount not-to-exceed $850,000.00 for Construction Management/Construction Inspection Services and Materials Testing, RFP R-2022.
Presenter: Lynne Center, Deputy Director PW Operations, Public Works

c. Consideration to AWARD CHANGE ORDER #1 TO AN OPENLY SOLICITED CONTRACT to J. Brower Psychological Services, Denver, CO in the total amount of $100,000.00 to provide psychological counseling services for the Aurora Police Dept. and E911 Communications through 2/8/2021. (R1865)
Presenter: Vanessa Wilson, Police Chief, Police

d. Consideration to AWARD CHANGE ORDER #1 TO THE COMPETITIVELY BID CONTRACT with Morton Electric, Inc., Pueblo, Colorado in the amount of $42,912.00 for the 2019 Audible Pedestrian Signal Upgrade Services, Project No. 19055.
Presenter: Carlie Campuzano, Traffic Manager, Public Works

e. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to A-1 Chipseal Co., Denver, Colorado in the amount of $2,752,611.60 for the 2020 Surface Treatment Program, Project No. 18002B.
Presenter: Thomas McMinimee, Street Operations Manager, Public Works

f. Consideration to AWARD A SINGLE SOURCE CONTRACT to Noresco, LLC, Farmington, Connecticut in the amount of $112,000.00 for professional services for the Solar Installation Support Project.
Presenter: Stephen "Steve" Simon, Water Planning Svcs Mgr, Aurora Water

g. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Kennedy/Jenks Consultants, Inc., Lakewood, Colorado in the amount of $15,507.00 for providing additional engineering services during construction for the Smoky Hill Pump Station Improvements Project, R-1869.
Presenter: Dean Bedford, Principal Engineer, Aurora Water

h. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to HDR Engineering, Inc., Denver, Colorado in the amount of $2,905,300.00 for professional engineering services for the First Creek Interceptor Segments 1B, 1C & 1D Project, R-1988.
Presenter: Swirvine Nyirenda, Principal Engineer, Aurora Water

i. 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 28, 2021.

♦ ***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: Bobby Oligo, Manager of Water Treatment, Aurora Water

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

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

10. **RESOLUTIONS**

♦ a. **R2020-20**
Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado, supporting the Continuation of the Federal Deferred Action for Childhood Arrivals (DACA) program and the temporary protected status program.
Sponsor: Council Member Hiltz
Presenter: Nancy Rodgers, Deputy City Attorney

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

Council Member Bergan stated her vote would not reflect her position on DACA as she felt this was a federal issue that the City Council should not be spending time on during this time.

Council Member Hiltz stated her support of the item and pointed out the Council had a responsibility to Aurora citizens and the COVID-19 crisis did not mean City business should not be conducted. She encouraged her colleagues to support the item.

Council Member Coombs stated City Council needed to be sure that people were not being separated from their families and losing income during these very difficult times.

Council Member Gardner stated the resolution was introduced prior to the COVID crisis. He stated he supported DACA and also agreed it was a federal issue that should be addressed by Congress. He stated he would not support the item because he felt it should not be a resolution and that it belonged on Aurora's list of federal priorities. He stated his appreciation that the resolution was introduced because it was an important issue for Aurora.

Council Member Gruber concurred and noted DACA should be included in Congress' comprehensive immigration policy.

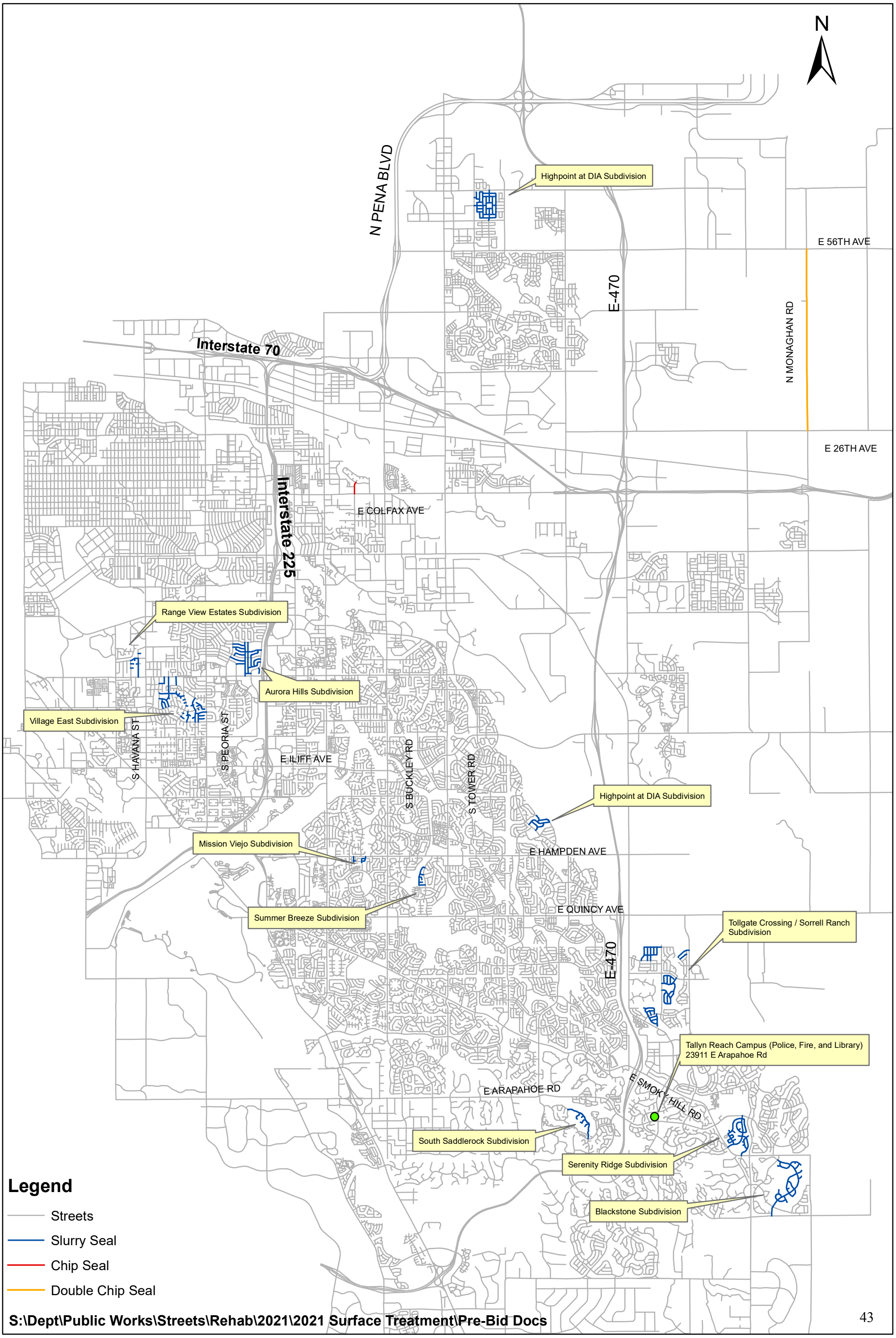
Council Member Berzins stated her support for DACA but she agreed it should be in the hands of the federal government. She stated it was a waste of staff time and energy to continue to keep moving this forward over and over and expressed her willingness to speak to those on the federal level and related her experience doing so.

Council Member Coombs noted the importance of reiterating the City's position on this issue to all of the Congressional representatives as they changed through the legislative cycle.

Council Member Murillo agreed DACA was intersectional especially at this time of crisis. She recognized the conversation around DACA and support for Temporary Protection Status (TPS) was following its own trajectory that followed along with the current public health crisis. She stated the item allowed people stability in their housing and income for their families and not being responsive to that was not being responsive to the times. She stated her support of the item.

Mayor Pro Tem Johnston pointed out the current Council was different than the previous councils as well and she agreed it was important to have a resolution to support those

2021 Surface Treatment Program
Main Map



S:\Dept\Public Works\Streets\Rehab\2021\2021 Surface Treatment\Pre-Bid Docs

Slurry Seal Placement

SADDLEROCK SOUTH RESIDENTIAL LOCATIONS:			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	E Costilla Dr	E Rowland Pl	Briarwood Dr
SLURRY	S Shawnee St	Easter Ave	E Rowland Pl
SLURRY	S Riviera St	E Costilla St	CDS South
SLURRY	S Rome St	E Costilla St	CDS South
SLURRY	E Quarto Pl	E Costilla St	CDS South
SLURRY	E Rowland Pl	S Shawnee St	CDS South

SERENITY RIDGE, FILING #1 & #2 RESIDENTIAL LOCATIONS:			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	E Davies Dr	S Oak Hill Rd	S Millbrook Way
SLURRY	E Fremont Pl	E Davies Dr	CDS SE
SLURRY	S Newbern Ct	E Davies Dr	CDS NW
SLURRY	S Oak Hill Circle	S Oak Hill Way	S Oak Hill Way
SLURRY	S Oak Hill Ct	S Oak Hill Cir	CDS NE
SLURRY	E Frost Pl	S Oak Hill Way	CDS NW
SLURRY	S Millbrook Way	S Oak Hill Way	E Davies Dr
SLURRY	E Geddes Pl	S Millbrook Way	CDS SE
SLURRY	E Geddes Cir	S Millbrook Way	S Millbrook Way
SLURRY	E Frost Cir	S Millbrook Way	S Millbrook Way
SLURRY	S Oak Hill Way	E Arapahoe Rd	E Smoky Hill Rd
SLURRY	S Old Hammer Way	E Smoky Hill Rd	S Oak Hill Way
SLURRY	S Old Hammer Ct	7252 S Old Hammer Ct	7253 S Old Hammer Ct
SLURRY	S Oak Hill Ct	S Old Hammer Way	S Old Hammer Way
SLURRY	Glasgow Pl	S. Oak Hill Ct.	CDS SW
SLURRY	Hinsdale Pl	S Oak Hill Ct	CDS SW
SLURRY	S Patsburg Way	S Oak Hill Way	S Oak Hill Way
SLURRY			

BLACKSTONE RESIDENTIAL LOCATIONS:			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	S Blackstone Pkwy	S Country Club Pkwy	E County Line Rd
SLURRY	E Jamison Cir	S Blackstone Pkwy	S Blackstone Pkwy
SLURRY	E Jamison Pl	E Jamison Cir	CDS W
SLURRY	E Moraine Dr	S Blackstone Pkwy	CDS SE
SLURRY	S Valleyhead Ct	E Moraine Dr	CDS SE
SLURRY	E Kettle Pl	S Blackstone Pkwy	E Moraine Dr
SLURRY	E Links Pl	S Blackstone Pkwy	CDS NE
SLURRY	E Long Pl	S Blackstone Pkwy	CDS NE
SLURRY	S Valleyhead Way	S Blackstone Pkwy	S Blackstone Pkwy
SLURRY	E Elmhurst Pl	S Valleyhead Way	CDS NE
SLURRY	E Canyon Pl	S Valleyhead Way	S Blackstone Pkwy
SLURRY	S Valleyhead Way	S Blackstone Pkwy	S Blackstone Pkwy
SLURRY	E Nova Cir	S Blackstone Pkwy	S Blackstone Pkwy
SLURRY	S Tufts Ct	E Nova Cir	CDS NE
SLURRY	E Nova Pl	S Blackstone Pkwy	CDS SE
SLURRY	E Otero Pl	S Blackstone Pkwy	E Nova Pl
SLURRY			

SUMMER BREEZE RESIDENTIAL LOCATIONS			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	S Uravan St	3668 to 3658 S Uravan St	CDS E
SLURRY	S Truckee Way	S Uravan St	E Loyola Ave
SLURRY	E Loyola Dr	S Truckee Way	S Uravan St
SLURRY	E Kent Pl	S Truckee Way	S Uravan St
SLURRY	S Uravan Way	S Truckee Way	CDS S
SLURRY	E Lehigh Pl	S Truckee Way	CDS E
SLURRY	E Loyola Dr	S Uravan St	E Mansfield Ave
SLURRY	S Truckee Way	E Loyola Dr	S Uravan St
SLURRY	S Truckee Ct	S Truckee Way	CDS W

VILLAGE EAST RESIDENTIAL LOCATIONS:			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	S Paris Ct	E Florida Ave	CDS South
SLURRY	S Oswego Ct	E Florida Ave	CDS South
SLURRY	S Oakland St	E Florida Ave	E Mexico Ave
SLURRY	S Oakland Ct	S Oakland St	CDS West
SLURRY	E Iowa Ave	S Oakland St	S Peoria St
SLURRY	S Oswego St	E Iowa Ave	E Mexico Ave
SLURRY	E Hawaii Cir	S Oswego St	CDS East
SLURRY	E Oregon Cir	S Oswego St	CDS East
SLURRY	S Nile Ct	E Florida Ave	E Mexico Ave
SLURRY	E Iowa Ave	S Nile Ct	CDS East
SLURRY	E Iowa Ave	S Nile Ct	CDS West
SLURRY	S Macon St	S Moline St	CDS East
SLURRY	11608 - 11698 E Florida Ave	E Florida Ave	CDS South
SLURRY	1552 - 1522 S Moline St	S Moline St	CDS East
SLURRY	11697 - 11607 E Mexico Ave	E Mexico Ave	CDS North
SLURRY	S Oakland St	E Florida Ave	E Arkansas Ave
SLURRY	S Oakland St	1455-1477 S Oakland St	CDS SW
SLURRY	S Oakland St	1450-1462 S Oakland St	CDS SE
SLURRY	E Idaho Dr	E Florida Ave	CDS NW
SLURRY	E Carolina Pl	E Idaho Pl	CDS SW
SLURRY	E Florida Ave	11699 E Florida Ave	11609 E Florida Ave
SLURRY	E Florida Ave	11597 E Florida Ave	11507 E Florida Ave
SLURRY	S Moline St	1478 S Moline St	1456 S Moline St
SLURRY	S Moline St	1445 S Moline St	1465 S Moline St
SLURRY	S Moline St	1415 S Moline St	1439 S Moline St
SLURRY	E Arkansas Ave	S Moline St	Deadend North
SLURRY	E Arkansas Ave	11446 E Arkansas Ave	11496 E Arkansas Ave
SLURRY	E Arkansas Ave	E Arkansas Ave	S Joliet St
SLURRY	S Macon St	1394 S Macon St	1393 S Macon St
SLURRY	S Kingston St	E Mississippi Ave	E Arkansas Ave
SLURRY	S Lima St	E Mississippi Ave	CDS South
SLURRY	S Kenton Way	E Mississippi Ave	E Arizona Pl
SLURRY	E Arizona Pl	S Kenton Way	S Joliet St
SLURRY	S Lansing St	E. Arkansas Ave	E Idaho Pl / S Lansing St.
SLURRY	S Lansing St	1428 S Lansing St	1448 S Lansing St
SLURRY	S Lansing St	E Florida Ave	E Idaho Pl
SLURRY	E Idaho Pl	S Lansing St	S Joliet St
SLURRY	S Kingston St	E Florida Ave	S Kenton St
SLURRY	S Kenton St	E Florida Ave	E Idaho Pl
SLURRY			
SLURRY			

CONSERVATORY SUBDIVISION - RESIDENTIAL LOCATIONS:			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	E Doane Pl	S Conservatory Pkwy	S Nepal Way
SLURRY	S Kirk Way	E Doane Pl	S Conservatory Pkwy
SLURRY	E Duke Pl	S Kirk Way	E Doane Pl
SLURRY	S Nepal Way	E Doane Pl	E Doane Pl
SLURRY	S Lisbon Way	S Nepal Way	190' S of E Brunswick

MISSION VIEJO RESIDENTIAL LOCATIONS:			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	S Memphis Way	E Hampden Ave	S Lewiston Way
SLURRY	S Lewiston Way	S Memphis Way	CDS South
SLURRY	S Kittredge St	E Hampden Ave	CDS South
SLURRY	E Ithaca Pl	S Kittredge St	CDS East
SLURRY	S Kittredge St	S Mission Pkwy	CDS North
SLURRY	S Laredo St	S Mission Pkwy	CDS North
SLURRY	S Lewiston St	S Mission Pkwy	CDS North

TOLLGATE CROSSING, Filing #2, #8, #10 RESIDENTIAL LOCATIONS:			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	S Biloxi Way	E Chenango Pl	E Wagon Trail Ave
SLURRY	E Saragota Pl	S Biloxi Way	S Duquesne St
SLURRY	E Wagon Trail Ave	S Biloxi Way	S De Gaulle St
SLURRY	S Buchanan St	E Chenango Pl	E Saratoga Pl
SLURRY	S Buchanan St	E Saratoga Pl	E Wagon Trail Ave
SLURRY	S Catawba St	E Chenango Pl	E Saratoga Pl
SLURRY	S Catawba St	E Saratoga Pl	E Wagon Trail Ave
SLURRY	S Coolidge St	E Saratoga Pl	E Wagon Trail Ave
SLURRY	S Duquesne St	E Saratoga Pl	E Wagon Trail Ave
SLURRY	S De Gaulle St	E Wagon Trail Ave	North Deadend
SLURRY	E Layton Pl	S Harvest Rd	S Gold Bug Way
SLURRY	E Saragota Pl	S Gold Bug Way	E Chenango Dr
SLURRY			

TOLLGATE CROSSING, Filing #5 RESIDENTIAL LOCATIONS:			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	S Eaton Park Way	E Progress Dr	S Fultondale Way
SLURRY	S Fultondale Way	S Eaton Park Way	S Flat Rock Way
SLURRY	S Flat Rock Way	S De Gaulle St	S Elk Way
SLURRY	S Elk Way	S Flat Rock Way	S Flat Rock Way
SLURRY	S Elk Way	5307 S Elk Way	5347 S Elk Way
SLURRY	S Eaton Park Way	S Elk Way	S Flat Rock Way
SLURRY			
SLURRY			
SLURRY			

TOLLGATE CROSSING, Filing #9 RESIDENTIAL LOCATIONS:			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	E Progress Dr	E Belleview Ave	S De Gaulle St
SLURRY	S Elk St	E Progress Dr	E Belleview Pl
SLURRY	E Belleview Pl	S Elk St	CDS SE
SLURRY	S Eaton Park St	E Belleview Pl	E Progress Dr
SLURRY	S Flat Rock St	E Progress Dr	E Belleview Pl
SLURRY			
SLURRY			
SLURRY			

SORREL RANCH, Filing #2, #6 RESIDENTIAL LOCATIONS:			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	S Duquesne Ct	E Alexander Dr	Cul-de-Sac South
SLURRY	S Catawba Way	E Alexander Dr	S Duquesne Ct
SLURRY	E Alamo Pl	S Catawba Way	S Duquesne Ct
SLURRY	E Dorado Pl	S Catawba Way	S Duquesne Ct
SLURRY	E Garden Dr	E Alexander Dr	E Brandt Pl
SLURRY	E Brandt Pl	E Garden Dr/S Catawba Way	Cul-de-Sac NW
SLURRY	S Catawba Way	E Brandt Pl	E Alexander Dr
SLURRY	E Powers Dr	S Catawba Way	E Garden Dr
SLURRY	S Coolidge Ct	E Powers Dr	E Alexander Dr
SLURRY			
SLURRY			
SLURRY			

AURORA HILLS SUBDIVISION (SE QUADRANT)			
ST	RESIDENTIAL LOCATIONS:		
TYPE			
SLURRY	E Kentucky Ave	S Uvalda St	S Victor Way
SLURRY	E Ohio Ave	S Troy St	S Victor Way
SLURRY	E Exposition Dr	E Exposition Ave	S Victor Way
SLURRY	E Center Ave	S Victor Way	E Virginia Pl
SLURRY	E Center Ave	S Victor Way	S Wheeling St
SLURRY	E Center Ave	S Wheeling St	S Potomac Way
SLURRY	E Virginia Pl	S Troy St	S Victor Way
SLURRY	E Alaska Ave	S Troy St	S Victor Way
SLURRY	S Victor Way	E Alaska Pl	E Exposition Ave
SLURRY	S Victor Way	E Exposition Ave	E Mississippi Ave
SLURRY	S Wheeling Way	E Alaska Pl	E Exposition Ave
SLURRY	S Wheeling Way	E Exposition Ave	E Tennessee Ave
SLURRY	E Tennessee Ave	S Victor Way	S Potomac Way
SLURRY	S Worchester St	E Center Ave	E Exposition Ave
SLURRY	S Worchester St	E Exposition Ave	E Kentucky Ave
SLURRY	E Kentucky Ave	S Wheeling St	S Potomac Way
SLURRY	E Kentucky Pl	E Kentucky Ave	S Potomac Way
SLURRY	S Potomac Ct	S Potomac Way	CDS S
SLURRY			
SLURRY			

RANGE VIEW ESTATES RESIDENTIAL LOCATIONS			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	E Ohio Pl	S Geneva St	CDS E
SLURRY	E Kentucky Dr	S Genoa St	S Fulton St
SLURRY	S Geneva St	E Kentucky Dr	980' S of E Kentucky Dr
SLURRY	S Galena St	E Kentucky Dr	CDS S
SLURRY	S Geneva St	939 S Geneva St	959 S Geneva St
SLURRY	S Fulton St	S Geneva St	CDS W
SLURRY	E Ford Dr	S Fulton St	CDS E

HIGH POINT AT DIA SUBDIVISION RESIDENTIAL LOCATIONS:			
ST	RESIDENTIAL LOCATIONS:		
TYPE	STREET:	FROM:	TO:
SLURRY	N Fundy St	E 60th Ave	E 61st Dr
SLURRY	N Fundy St	E 62nd Pl	E 64th Ave
SLURRY	E 60th Pl	N Ensenada Ct	N Genoa Way
SLURRY	N Ensenada Ct	E 60th Pl	E 61st Pl
SLURRY	N Espana St	E 60th Pl	E 63rd Dr
SLURRY	N Genoa Way	E 60th Pl	E 63rd Dr
SLURRY	E 60th Dr	N Espana St	N Genoa Way
SLURRY	N Flanders St	E 60th Dr	E 63rd Pl
SLURRY	N Genoa St	E 60th Dr	E 63rd Pl
SLURRY	E 61st Pl	N Dunkirk Ct	N Espana St
SLURRY	N Dunkirk Ct	E 61st Pl	E 62nd Ave
SLURRY	N Dunkirk Ct	E 62nd Ave	E 62nd Pl
SLURRY	E 61st Dr	N Dunkirk Ct	N Espana St
SLURRY	E 61st Dr	N Flanders St	N Genoa St
SLURRY	E 62nd Ave	N Dunkirk St	N Flanders St
SLURRY	E 62nd Ave	N Genoa St	N Genoa Way
SLURRY	E 62nd Pl	N Dunkirk St	N Espana St
SLURRY	E 62nd Pl	N Flanders St	N Genoa St
SLURRY	N Ensenada Ct	E 62nd Pl	E 63rd Dr
SLURRY	E 63rd Dr	N Ensenada Ct	N Espana St
SLURRY	N Dunkirk Ct	N Ensenada Ct	CDS N
SLURRY	E 63rd Ave	N Dunkirk St	N Dunkirk Ct
SLURRY	E. 63rd Pl	N Espana St	N Genoa Way
SLURRY	E 63rd Dr	N Espana St	N Genoa Way
SLURRY			
SLURRY			

Parking Lot - Slurry Seal

ST			
TYPE	**Lot**	**Address**	**Area (SY)**
SLURRY	Fire Station #13	23911 E Arapahoe Rd	3500
SLURRY	Police Station, District #3	23911 E Arapahoe Rd	4400
SLURRY	Aurora Library - Tallyn's Reach	23911 E Arapahoe Rd	4200
SLURRY			

Chip Seal Placement

ST	**FOR CHIP SEAL**		
TYPE	**STREET:**	**FROM:**	**TO:**
CHIP	N Laredo St	E Colfax Ave	E 17th Pl
CHIP			

Double Chip Seal Placement

ST	**FOR CHIP SEAL**		
TYPE	**STREET:**	**FROM:**	**TO:**
CHIP	N Monaghan Rd	E 26th Ave	E 56th Ave
CHIP			
			Sub Total

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to Albert Frei and Sons, Inc., Henderson, Colorado in the not-to-exceed amount of $233,000.00 for the purchase of aggregate materials as required through March 31, 2022, Bid No. B-4580.
Item Initiator: Jeff Lehmann – Procurement Agent
Staff Source/Legal Source: Tom McMinimee – Streets Operations Manager / Ian Best – Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

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.)***

City Council approved the previous award for this requirement to Albert Frei and Sons in the not-to-exceed amount of $233,000.00 on January 6, 2020, Agenda Item #9c under prior bid #B-4382 that expired on December 31, 2020.

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

Public Works and Water have an ongoing requirement for the purchase of aggregate materials as required for repair and maintenance of city streets and water infrastructure throughout the city. The aggregate materials to be purchased are Road Base, Type 2 and Type 2A, squeegee (bedding material), washed rock, and crushed rock (granite).

Bids were opened by Purchasing Services on March 8, 2021. The results of the bid are as follows:

Albert Frei and Sons, Henderson, Colorado

1. Road Base	**Cost Per Ton**	**Delivery**	**Total Cost**
Type 2 - Delivered to (CF)	$ 5.75	$ 8.20	$ 13.95
Type 2 - Delivered to (NS)	$ 5.75	$ 7.80	$ 13.55
Type 2 - Delivered to (OL)	$ 5.75	$ 9.45	$ 15.20
Type 2A - Delivered to (CF)	$ 6.50	$ 8.20	$ 14.70
Type 2A - Delivered to (NS)	$ 6.50	$ 7.80	$ 14.30
Type 2A - Delivered to (OL)	$ 6.50	$ 9.45	$ 15.95
2. 3/8" Squeegee #9	**Cost Per Ton**	**Delivery**	**Total Cost**
Delivered to (CF)	$ 16.00	$ 4.25	$ 20.25
Delivered to (NS)	$ 16.00	$ 4.25	$ 20.25
Delivered to (OL)	$ 16.00	$ 4.25	$ 20.25
3. Washed Rock	**Cost Per Ton**	**Delivery**	**Total Cost**
Delivered to (CF) - 1 1/2"	$ 22.15	$ 8.20	$ 30.35
Delivered to (NS) - 3/4"	$ 22.15	$ 7.80	$ 29.95
Delivered to (OL) - 1 1/2"	$ 22.15	$ 9.45	$ 31.60
Delivered to (OL) - 3/4"	$ 22.15	$ 9.45	$ 31.60
4. 3/4" Crushed Rock (Granite)	**Cost Per Ton**	**Delivery**	**Total Cost**
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Delivered to (NS)	$ 20.15	$ 7.80	$ 27.95
Delivered to (OL)	$ 20.15	$ 9.45	$ 29.60

CF = Central Facilities, 13545 E Ellsworth Ave., Aurora, CO 80021
NS = North Satellite, 15740 E. 32nd Ave., Aurora, CO 80011
OL = Old Landfill, S. Gun Club and CO-30 (west side of intersection)

One other bid was received; however, the bidder added stipulation language/conditions to their pricing that is not permitted in accordance with the bid document. Therefore, their bid was deemed non-responsive and removed from consideration for award.

The bid was openly solicited with the expectation of competition; therefore, pricing is considered to be fair and reasonable.

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

Based on the above, staff recommends the award of a competitively bid contract to Albert Frei and Sons, Henderson, Colorado in the not-to-exceed amount of $233,000.00 for the purchase of aggregate materials as required by Public Works and Water through March 31, 2022.

QUESTIONS FOR COUNCIL

Does City Council approve the award of a competitively bid contract to Albert Frei and Sons, Henderson, Colorado in the not-to-exceed amount of $233,000.00 for the purchase of aggregate materials as required by Public Works and Water through March 31, 2022?

LEGAL COMMENTS

Awards worth $50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)). (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: This contract will be funded from Public Works and Water operating budgets in the not-to-exceed amount of $233,000.00. Funds are appropriated annually, as part of the budget development process for materials used in the repair and maintenance of city streets and water infrastructure.

Aurora Water T&D:	$130,000.00
Public Works Streets:	$ 80,000.00
Aurora Water Stormwater:	$ 23,000.00

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

Arnie Schultz, Colorado People's Alliance, discussed his attendance at the GEO Detention Facility rally and the stories he heard of those detained there. He requested City Council take action to close the facility.

Ellen Woo stated the City Council was accountable to their constituents and not special interest groups for personal or political gains. She stated there were those on City Council who have chosen greed and profit over people and who have demonstrated their ability to deprive people of their First Amendment rights. She stated everyone deserved a community free of harassment, abuse and toxicity which included those who covered up misconduct. She stated GEO, some on Council and the Chamber of Commerce were enablers. She referenced December 2, 2019 where several council members did not denounce racism and she read the definition of denounce and racism. She noted the need for accountability and a change of culture, noting the voices of the people needed to be heard and positive actions taken by the City Council as a result. She quoted Martin Luther King, Jr. and Confucius.

Sonia Skakich-Scrima, What the Frack Arapahoe, discussed and spoke against the Extraction Oil & Gas Operator Agreement.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR - 9a-j**

General Business

a. Award a COMPETITIVELY BID CONTRACT to Technology Constructors, Inc. for the Havana and Colfax Avenue Westbound Left Turn Lane Extension in the amount of $295,585.00, Project Number 18059
Staff Source: Matthew Kozakowski, Transp Proj Delivery Mgr

b. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to AirVac Services, Inc., Denver, Colorado in the amount not-to-exceed $61,689.80, B-4490
Staff Source: Lynne Center, Deputy Director PW Operations

c. Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Albert Frei and Sons, Inc., Henderson, Colorado in the not-to-exceed amount of $233,000.00 for the purchase of aggregate materials as required through December 31, 2020. (B-4382)
Staff Source: Mike Mills, Manager of Water Ops and Maint

d. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to S-Comm Fiber Inc., Watson, CO in the amount of $779,850.00 for purchase and installation of an Underground Fiber Optic Cable System expansion for the IT Department. (R-1892)
Staff Source: Aleta Jeffress, Chief Info and Strategy Officer

e. Consideration to award a sole source contract to CarePoint, P.C., Englewood, Colorado in the amount of $100,000.00 for Medical Director services for the Fire Department through December 31, 2020. **STAFF REQUESTS A WAIVER OF RECONSIDERATION**
Presenter: Matthew Wasserburger, Asst Dir of Fire Mgmt Svcs

f. Consideration to AWARD CHANGE ORDER #4 TO THE COMPETITIVELY BID CONTRACT with W.L. Contractors, Inc., Arvada, Colorado in the amount of $35,280.00 for the 2019 Traffic Signal Construction Services Project, Project No. 19015
Presenter: Carlie Campuzano, Traffic Manager

g. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Therm-Tec, Inc., Sherwood, Oregon in the amount of $135,645.00 for a Therm-Tec Model CG-12-20 batch incineration unit for use by Aurora Police Department. (B-4497)
Presenter: James Lesnasky, Police Lieutenant

Motion by Gruber, second by Murillo, to approve item 9a - 9g with a waiver of reconsideration on item 9e.

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

Final Ordinances

♦ h. **2019-90**
Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, amending the 2018 Comprehensive Plan to change the Placetype Map from Urban District to Industry Hub for all areas East of E-470 in the High Point at DIA Master Plan. (HIGH POINT AT DIA COMPREHENSIVE PLAN AMENDMENT - INDUSTRY HUB)
Presenter: Sarah Wieder, Senior Planner, Planning & Development Services

Motion by Berzins, second by Bergan, to introduce item 9h.

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

♦ i. **2019-91**
Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, amending the 2018 Comprehensive Plan to change the Placetype Map from Urban District to Emerging Neighborhood for the area bounded by E-470 to the North, Rome Street to the East, 65th Avenue to the South and Lisbon Street to West. (HIGH POINT AT DIA COMPREHENSIVE PLAN AMENDMENT - EMERGING NEIGHBORHOOD)
Presenter: Sarah Wieder, Senior Planner, Planning & Development Services

Motion by Gardner, second by Berzins, to introduce item 9i.

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

♦ j. **2019-92**
Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, rezoning 120 acres more or less at the Northwest Corner of future Gun Club Road and future 64th Ave from Mixed-Use Regional District (MU-R) to Airport District (AD). (HIGH POINT AT DIA ZONING MAP AMENDMENT)
Presenter: Sarah Wieder, Senior Planner, Planning & Development Services

Motion by Gruber, second by Johnston, to introduce item 9j.

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

10. **RESOLUTIONS**

♦ a. **2020-01**

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

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Ground Engineering Consultants, Inc., Denver, Colorado in the amount not-to-exceed $850,000.00 for Construction Management/Construction Inspection Services and Materials Testing for the period throug
Item Initiator: Angie Young, Procurement Agent
Staff Source/Legal Source: Tom McMinimee, Street Operations Manager/Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/10/2021

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? Staff is requesting a waiver of reconsideration to expedite approval so that inspection services can continue uninterrupted on Street Division – Capital Improvement Projects.

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.)***

Council approved an openly solicited contract to Ground Engineering Consultants, Inc. on March 16, 2020, Agenda Item #9b for construction management/construction inspection and materials testing in the amount not-to-exceed $850,000.00.

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

The Public Works Department has an ongoing requirement for Construction Management/Construction Inspection Services and Materials Testing. These services require the consulting firm to provide staff for cost estimates and specifications, monitor construction progress and expenditures, field contract, and coordinate with other departments and government agencies as required.

A Request for Proposal process, RFP-R-2022 was conducted on January 17, 2020 and the City received responses from two firms. Proposals were evaluated and ranked using qualifications-based criteria and hourly rates. Award for the initial 1-year contract term for the period through April 30, 2021 was made to the top ranked firm, Ground Engineering Consultants, Inc.

This extension award represents the second year of a possible 3-year award per the terms of R-2022 and signed Professional Services Agreement dated March 24, 2020 between the City and Ground Engineering Consultants, Inc. The pricing proposed by Ground Engineering Consultants for the extension year period through April 30, 2022 is the same as the initial year contract period and is considered to be fair and reasonable.

Recommendation
Based on the above, staff recommends that the City extend the openly solicited contract to Ground Engineering Consultants, Inc. in the amount not-to-exceed $850,000.00 for Construction Management/Construction Inspection Services and Materials Testing for the period through April 30, 2022.

QUESTIONS FOR COUNCIL

Does Council approve the extension of an openly solicited contract to Ground Engineering Consultants, Inc. in the amount not-to-exceed $850,000.00 for Construction Management/Construction Inspection Services and Materials Testing?

LEGAL COMMENTS

Previously competitively bid purchase orders or contracts in any amount may be extended under the same conditions of the original contract and at the same or lower price when so doing is in the best interests of the City.(City Code Section 2-674(2)) (Best).

MOTION TO APPROVE SHOULD INCLUDE A WAIVER OF RECONSIDERATION.

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: This contract is funded in the Capital Improvement Projects, in the following accounts:

$350,000.00 Street overlay (49712)
$250,000.00 Chipseal (49794)
$250,000.00 Concrete repair (49713)

Org Used: Capital Improvement Projects

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR**

General Business

a. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Carus Corporation, Peru, Illinois in the not-to-exceed amount of $61,000.00 for the purchase of Potassium Permanganate Water Treatment Chemical for the Binney Water Purification Facility (WPF) through December 31, 2020. (B-4493)
Presenter: Bobby Oligo, Manager of Water Treatment, Aurora Water

b. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Ground Engineering Consultants, Inc., Denver, Colorado in the amount not-to-exceed $850,000.00 for Construction Management/Construction Inspection Services and Materials Testing, RFP R-2022.
Presenter: Lynne Center, Deputy Director PW Operations, Public Works

c. Consideration to AWARD CHANGE ORDER #1 TO AN OPENLY SOLICITED CONTRACT to J. Brower Psychological Services, Denver, CO in the total amount of $100,000.00 to provide psychological counseling services for the Aurora Police Dept. and E911 Communications through 2/8/2021. (R1865)
Presenter: Vanessa Wilson, Police Chief, Police

d. Consideration to AWARD CHANGE ORDER #1 TO THE COMPETITIVELY BID CONTRACT with Morton Electric, Inc., Pueblo, Colorado in the amount of $42,912.00 for the 2019 Audible Pedestrian Signal Upgrade Services, Project No. 19055.
Presenter: Carlie Campuzano, Traffic Manager, Public Works

e. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to A-1 Chipseal Co., Denver, Colorado in the amount of $2,752,611.60 for the 2020 Surface Treatment Program, Project No. 18002B.
Presenter: Thomas McMinimee, Street Operations Manager, Public Works

f. Consideration to AWARD A SINGLE SOURCE CONTRACT to Noresco, LLC, Farmington, Connecticut in the amount of $112,000.00 for professional services for the Solar Installation Support Project.
Presenter: Stephen "Steve" Simon, Water Planning Svcs Mgr, Aurora Water

g. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Kennedy/Jenks Consultants, Inc., Lakewood, Colorado in the amount of $15,507.00 for providing additional engineering services during construction for the Smoky Hill Pump Station Improvements Project, R-1869.
Presenter: Dean Bedford, Principal Engineer, Aurora Water

h. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to HDR Engineering, Inc., Denver, Colorado in the amount of $2,905,300.00 for professional engineering services for the First Creek Interceptor Segments 1B, 1C & 1D Project, R-1988.
Presenter: Swirvine Nyirenda, Principal Engineer, Aurora Water

i. 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 28, 2021.

Presenter: Bobby Oligo, Manager of Water Treatment, Aurora Water

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

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

10. **RESOLUTIONS**

♦ a. **R2020-20**
Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado, supporting the Continuation of the Federal Deferred Action for Childhood Arrivals (DACA) program and the temporary protected status program.
Sponsor: Council Member Hiltz
Presenter: Nancy Rodgers, Deputy City Attorney

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

Council Member Bergan stated her vote would not reflect her position on DACA as she felt this was a federal issue that the City Council should not be spending time on during this time.

Council Member Hiltz stated her support of the item and pointed out the Council had a responsibility to Aurora citizens and the COVID-19 crisis did not mean City business should not be conducted. She encouraged her colleagues to support the item.

Council Member Coombs stated City Council needed to be sure that people were not being separated from their families and losing income during these very difficult times.

Council Member Gardner stated the resolution was introduced prior to the COVID crisis. He stated he supported DACA and also agreed it was a federal issue that should be addressed by Congress. He stated he would not support the item because he felt it should not be a resolution and that it belonged on Aurora's list of federal priorities. He stated his appreciation that the resolution was introduced because it was an important issue for Aurora.

Council Member Gruber concurred and noted DACA should be included in Congress' comprehensive immigration policy.

Council Member Berzins stated her support for DACA but she agreed it should be in the hands of the federal government. She stated it was a waste of staff time and energy to continue to keep moving this forward over and over and expressed her willingness to speak to those on the federal level and related her experience doing so.

Council Member Coombs noted the importance of reiterating the City's position on this issue to all of the Congressional representatives as they changed through the legislative cycle.

Council Member Murillo agreed DACA was intersectional especially at this time of crisis. She recognized the conversation around DACA and support for Temporary Protection Status (TPS) was following its own trajectory that followed along with the current public health crisis. She stated the item allowed people stability in their housing and income for their families and not being responsive to that was not being responsive to the times. She stated her support of the item.

Mayor Pro Tem Johnston pointed out the current Council was different than the previous councils as well and she agreed it was important to have a resolution to support those

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to Albert Frei and Sons, Inc., Henderson, Colorado in the not-to-exceed amount of $233,000.00 for the purchase of aggregate materials as required through March 31, 2022, Bid No. B-4580.
Item Initiator: Jeff Lehmann – Procurement Agent
Staff Source/Legal Source: Tom McMinimee – Streets Operations Manager / Ian Best – Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

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.)***

City Council approved the previous award for this requirement to Albert Frei and Sons in the not-to-exceed amount of $233,000.00 on January 6, 2020, Agenda Item #9c under prior bid #B-4382 that expired on December 31, 2020.

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

Public Works and Water have an ongoing requirement for the purchase of aggregate materials as required for repair and maintenance of city streets and water infrastructure throughout the city. The aggregate materials to be purchased are Road Base, Type 2 and Type 2A, squeegee (bedding material), washed rock, and crushed rock (granite).

Bids were opened by Purchasing Services on March 8, 2021. The results of the bid are as follows:

Albert Frei and Sons, Henderson, Colorado

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Type 2A - Delivered to (OL)	$ 6.50	$ 9.45	$ 15.95
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One other bid was received; however, the bidder added stipulation language/conditions to their pricing that is not permitted in accordance with the bid document. Therefore, their bid was deemed non-responsive and removed from consideration for award.

The bid was openly solicited with the expectation of competition; therefore, pricing is considered to be fair and reasonable.

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

Based on the above, staff recommends the award of a competitively bid contract to Albert Frei and Sons, Henderson, Colorado in the not-to-exceed amount of $233,000.00 for the purchase of aggregate materials as required by Public Works and Water through March 31, 2022.

QUESTIONS FOR COUNCIL

Does City Council approve the award of a competitively bid contract to Albert Frei and Sons, Henderson, Colorado in the not-to-exceed amount of $233,000.00 for the purchase of aggregate materials as required by Public Works and Water through March 31, 2022?

LEGAL COMMENTS

Awards worth $50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)). (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: This contract will be funded from Public Works and Water operating budgets in the not-to-exceed amount of $233,000.00. Funds are appropriated annually, as part of the budget development process for materials used in the repair and maintenance of city streets and water infrastructure.

Aurora Water T&D:	$130,000.00
Public Works Streets:	$ 80,000.00
Aurora Water Stormwater:	$ 23,000.00

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

Arnie Schultz, Colorado People's Alliance, discussed his attendance at the GEO Detention Facility rally and the stories he heard of those detained there. He requested City Council take action to close the facility.

Ellen Woo stated the City Council was accountable to their constituents and not special interest groups for personal or political gains. She stated there were those on City Council who have chosen greed and profit over people and who have demonstrated their ability to deprive people of their First Amendment rights. She stated everyone deserved a community free of harassment, abuse and toxicity which included those who covered up misconduct. She stated GEO, some on Council and the Chamber of Commerce were enablers. She referenced December 2, 2019 where several council members did not denounce racism and she read the definition of denounce and racism. She noted the need for accountability and a change of culture, noting the voices of the people needed to be heard and positive actions taken by the City Council as a result. She quoted Martin Luther King, Jr. and Confucius.

Sonia Skakich-Scrima, What the Frack Arapahoe, discussed and spoke against the Extraction Oil & Gas Operator Agreement.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR - 9a-j**

General Business

a. Award a COMPETITIVELY BID CONTRACT to Technology Constructors, Inc. for the Havana and Colfax Avenue Westbound Left Turn Lane Extension in the amount of $295,585.00, Project Number 18059
Staff Source: Matthew Kozakowski, Transp Proj Delivery Mgr

b. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to AirVac Services, Inc., Denver, Colorado in the amount not-to-exceed $61,689.80, B-4490
Staff Source: Lynne Center, Deputy Director PW Operations

c. Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Albert Frei and Sons, Inc., Henderson, Colorado in the not-to-exceed amount of $233,000.00 for the purchase of aggregate materials as required through December 31, 2020. (B-4382)
Staff Source: Mike Mills, Manager of Water Ops and Maint

d. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to S-Comm Fiber Inc., Watson, CO in the amount of $779,850.00 for purchase and installation of an Underground Fiber Optic Cable System expansion for the IT Department. (R-1892)
Staff Source: Aleta Jeffress, Chief Info and Strategy Officer

e. Consideration to award a sole source contract to CarePoint, P.C., Englewood, Colorado in the amount of $100,000.00 for Medical Director services for the Fire Department through December 31, 2020. **STAFF REQUESTS A WAIVER OF RECONSIDERATION**
Presenter: Matthew Wasserburger, Asst Dir of Fire Mgmt Svcs

f. Consideration to AWARD CHANGE ORDER #4 TO THE COMPETITIVELY BID CONTRACT with W.L. Contractors, Inc., Arvada, Colorado in the amount of $35,280.00 for the 2019 Traffic Signal Construction Services Project, Project No. 19015
Presenter: Carlie Campuzano, Traffic Manager

g. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Therm-Tec, Inc., Sherwood, Oregon in the amount of $135,645.00 for a Therm-Tec Model CG-12-20 batch incineration unit for use by Aurora Police Department. (B-4497)
Presenter: James Lesnasky, Police Lieutenant

Motion by Gruber, second by Murillo, to approve item 9a - 9g with a waiver of reconsideration on item 9e.

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

Final Ordinances

♦ h. **2019-90**
Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, amending the 2018 Comprehensive Plan to change the Placetype Map from Urban District to Industry Hub for all areas East of E-470 in the High Point at DIA Master Plan. (HIGH POINT AT DIA COMPREHENSIVE PLAN AMENDMENT - INDUSTRY HUB)
Presenter: Sarah Wieder, Senior Planner, Planning & Development Services

Motion by Berzins, second by Bergan, to introduce item 9h.

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

♦ i. **2019-91**
Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, amending the 2018 Comprehensive Plan to change the Placetype Map from Urban District to Emerging Neighborhood for the area bounded by E-470 to the North, Rome Street to the East, 65th Avenue to the South and Lisbon Street to West. (HIGH POINT AT DIA COMPREHENSIVE PLAN AMENDMENT - EMERGING NEIGHBORHOOD)
Presenter: Sarah Wieder, Senior Planner, Planning & Development Services

Motion by Gardner, second by Berzins, to introduce item 9i.

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

♦ j. **2019-92**
Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, rezoning 120 acres more or less at the Northwest Corner of future Gun Club Road and future 64th Ave from Mixed-Use Regional District (MU-R) to Airport District (AD). (HIGH POINT AT DIA ZONING MAP AMENDMENT)
Presenter: Sarah Wieder, Senior Planner, Planning & Development Services

Motion by Gruber, second by Johnston, to introduce item 9j.

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

10. **RESOLUTIONS**

♦ a. **2020-01**

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

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to AWARD CHANGE ORDER No. 1 to a competitively bid contract with TCC Corporation, Windsor, Colorado in the amount of $157,172.73 for the Parklane Pool and Bathhouse Improvements Project, Project Number 5791A.
Item Initiator: Andrew Van Essen – Project Manager
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: 5/10/2021

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?
In order to achieve a completion deadline of early July 2021, staff requests a waiver of reconsideration.

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 award of the competitively bid contract to TCC Corporation in the amount of $1,746,466.21 for construction services for the Parklane Pool and Bathhouse Improvements Project was reported to Council on the Weekly Report dated October 12, 2020.

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

The Parklane Pool & Bathhouse was built in 1962 and opened in the summer of 1963. A new slide, added in 2015, is the only minor change completed to modify or refurbish this facility in the past 58 years that it has been in operation. TCC Corporation was selected for the Parklane Pool & Bathhouse Improvements Project as the result of an openly solicited Invitation for Bid (IFB) process (5791A). The scope of work in the IFB included construction for the base design and addition of several alternates. This proposed change order will allow for additional scope, including enhanced interior and exterior features for the facility. A lump sum proposal for each request for change was requested from TCC Corporation for all costs associated with each scope addition. Negotiations included detailed discussions regarding the specific scope of work tasks and labor hours that are necessary to complete these additions. After negotiations were completed, the TCC Corporation was considered to be fair and reasonable.

The base scope includes the following:

- New 2,534 SF Bathhouse
- New Pool Deck & Trench Drains
- New 8’ High Chain Link Fencing
- Existing Pool Upgrades
- New Splashpad with Spray Features
- Addition of Two (2) Diving Boards
- Existing Pool Equipment Room Upgrades

Completion is expected in early July 2021.

Change Order No. 1 for the Parklane Pool & Bathhouse Improvements Project consists of 11 Requests for Changes (RFC), as described below. The total contract amount to TCC Corporation, including this proposed Change Order No. 1, is as follows:

Change Order (CO) No. 1		
RFC No.	***Amount***	***Summary***
1A	($712.95)	Deduction of a Spine Board & Stability Vest
2	$4,299.47	Pool Heater Upgrade
3	$1,500.00	Pressure Testing
4	$12,988.33	New Stainless Steel Pool Handrails
5	$102,595.70	Pool Resurfacing
6	$21,116.46	Replace the Pool Coping
7	$9,905.89	Slide Pump & Plumbing
8/7	$3,927.90	Existing Light Pole Demolition & New Security Light
10	$0.00	Addition of Two (2) Climbing Walls in lieu of Diving Boards
11	$1,551.93	Pilasters at the Breezeblock Wall
Total CO No. 1	$157,172.73	
Original Contract	$1,746,466.21	
Contract Total	**$1,903,638.94**	

Public Works is requesting approval to change the construction contract awarded to TCC Corporation to add additional construction scope in the amount of $157,172.73 for the Parklane Pool & Bathhouse Improvements

Project. If the proposed change order amount is approved the total contract amount will increase to $1,903,638.94.

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

Based on the information provided above, staff recommends that the City change the competitively bid contract with TCC Corporation, Windsor, Colorado in the amount of $157,172.73 for additional construction scope associated with the Parklane Pool and Bathhouse Improvements Project, Project Number 5791A.

QUESTIONS FOR COUNCIL

Does City Council approve to AWARD CHANGE ORDER No. 1 to a competitively bid contract with TCC Corporation, Windsor, Colorado in the amount of $157,172.73 for the Parklane Pool and Bathhouse Improvements Project, Project Number 5791A?

LEGAL COMMENTS

Any change order or amendment that would cause the **cumulative** total of all change orders to a contract to exceed $100,000 requires City Council approval (City Code § 2-676(II)(b)(3)). (Lathers)

A Motion to Approve shall include a Waiver of Reconsideration.

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain:
Funding for the Change Order No. 1 will be allocated from the following org & acct:

62927/68410 - $ 26,809.29
62923/68410 - $ 21,271.12
63703/68410 - $109,092.32

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

CITY OF AURORA
CHANGE ORDER

DATE: 03/31/2021

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

VENDOR/CONTRACTOR NAME AND ADDRESS:	**THIS CHANGE ORDER CHANGES THE FOLLOWING:**
TCC Corporation **Unit D** **609 Gyrfalcon Ct.** **Windsor, CO 80550**	☐ VENDOR INFO ☒ DOLLAR AMOUNT ☐ CONTRACT TIME ☐ OTHER ☐ ACCOUNT NUMBERS(S) **Involves Federal Funds?** ☐ **YES** ☒ **NO**
PURCHASE ORDER NO.: **20P1125K** REQ NO.: **PUF20033**	CHANGE ORDER NO.:**1**
THIS CHANGE ORDER RELATES TO A CONSTRUCTION PROJECT OVER $25,000.00 YES ☒ NO ☐	IF YES, PROJECT NO. & NAME: **Project #5791A** **Parklane Pool and Bathhouse Improvements**

DESCRIPTION OF CHANGE:

Request for Change #001A – Spine Board/Stability Vest Credit	$ (712.95)
Request for Change #002 – Pool Heater Upgrade	$ 4,299.47
Request for Change #003 – Pressure Testing – Split w/ TCC	$ 1,500.00
Request for Change #004 – Handrail Option #2	$ 12,988.33
Request for Change #005 – Pool Resurfacing	$102,595.70
Request for Change #006 – Replace Pool Coping	$ 21,116.46
Request for Change #007 – Slide Pump & Plumbing	$ 9,905.89
Request for Change #008&9 – Light Pole Demo & Security Light	$ 3,927.90
Request for Change #010 – Climbing Wall	$ 00.00
Request for Change #011 – Pilasters @ Breezeblock Wall	$ 1,551.93
Total	**$157,172.73**

THE COMPLETION TIME IS CHANGED FROM N/A **TO** N/A

ACCOUNTING DATA:		**APPROVALS REQUIRED ON CONSTRUCTION OVER $10,000.00:** **DATE:** 03/31/2021
ORIGINAL AMOUNT:	$1,746,466.21	CONTRACTOR: 3/31/21
CHG. ORD NO. **1** THRU **1**	$ 157,172.73	INSPECTOR/OBSERVER: 3-31-21
NEW AMOUNT:	$1,903,638.94	ARCHITECT/ENG.: 3.31.21
THIS CHG ORD INCREASES:	$ 157,172.73	
ACCOUNT NUMBERS:		**APPROVALS REQUIRED ON ALL CHANGE ORDERS:**
		PROJECT MGR: 03/31/2021
62927 / 68410	$ 26,809.29	FUNDING DEPARTMENT: Katrina Rodriguez 4-2-21 Brooke Bell 4-2-21
62923 / 68410	$ 21,271.12	FUNDING DEPARTMENT DCM: 04/02/21
63703 / 68410	$109,092.32	ASSISTANT CITY ATTORNEY:
	$	PURCH./CONTR. STAFF:
	$	DIRECTOR OF INTERNAL SERVICES:
	$	**CHANGE ORDER APPROVED BY COUNCIL ON:**
	$	**, AGENDA ITEM .**
	$	
	$	**SUBMITTED WEEKLY REPORT ON**

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

TCC CORPORATION
PO Box 567
609 Gyrfalcon Ct, Unit D
Windsor, CO 80550
Phone: (970) 460-0583
Fax: (970) 460-0871

CHANGE ORDER
No. 1

TITLE: Change Order #1 - RFC's #2 - #11

DATE: 3/30/21

PROJECT: Parklane Pool & Bathhouse Imp.

JOB: 2031

TO: City of Aurora
15151 E Alameda Parkway
Aurora, CO 80012

DESCRIPTION OF CHANGE

Summary of Approved Change Orders

Description			Extended Price
RFC #002	-	Pool heater upgrade	$4,299.47
RFC #003	-	Pressure testing - split w/TCC	$1,500.00
RFC #004	-	Handrail - option	$12,988.33
RFC #005	-	Pool resurfacing	$102,595.70
RFC #006	-	Replace pool coping	$21,116.46
RFC #007	-	Slide pump & plumbing	$9,905.89
RFC #08&9	-	Light pole demo & security light	$3,927.90
RFC #010	-	Climbing Wall	$0.00
RFC #011	-	Pilasters @ Breezeblock wall	$1,551.93

	Total
The Original Contract Sum was	1,746,466.21
Net Change by Previously Authorized Requests and Changes	-712.95
The Contract Sum Prior to This Change Order was	1,745,753.26
The Contract Sum Will be Changed	157,885.68
The New Contract Sum Including This Change Order	$1,903,638.94

ACCEPTED

City of Aurora

By: _____

Date: _____

TCC Corporation

By: _____

Date: _____

TCC Corporation

PO Box 567
609 Gyrfalcon Ct, Unit D
Windsor, CO 80550

Phone: 970-460-0583
Fax: 970-460-0871

REQUEST FOR CHANGE

No. 1A

TITLE: Pool Accessory Changes

DATE: 12/05/2020

PROJECT: Parklane Pool & Bathhouse Imp.

JOB: 2031

TO: Alyssa Tharrett
Essenza Architecture
685 S. Arthur Ave.
Louisville, co 80011

CONTRACT NO:

DESCRIPTION OF REQUEST

Spine Board/Stability Vest Credit

Description	Amount
Provide quantity 2 12' diving boards in lieu of the drawing and specification 10' length diving boards as directed by the submittal response regarding diving boards.	($712.95)

Total	($712.95)

APPROVAL:

By: Alyssa Tharrett

Date: 12.15.20

By: Todd Westfall

Date: 12.15.2020

RFC / COR

Project: Parklane Bathhouse
Date: 12/15/2020 9:49

ADD

	Subcontractor:	Cost:	Discription:
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Add Total:	$0.00

Deduct

1	High Country Pools	-$590.00	Remove Spine Board and Stability Vest from scope.
2			
3			
4			
5			
6			
7			
8			
9			
10			

Deduct Total:	-$590.00

Subtotal A:	**-$590.00**

		Hrs:
Estimator Time:	$0.00	0.0
PM Time:	$0.00	0.0
Superintendent Time:	$0.00	0.0

	Subtotal B:	**$0.00**
Contractor's Fee:	**Subtotal C:**	**-$59.00**
General Liability Insurance:	**Subtotal D:**	-$18.17
Builder's Risk Insurance:	**Subtotal E:**	-$31.80
Bond:	**Subtotal F:**	-$13.98

Total = a+b+c+d+e+f	-$712.95

TCC Corporation

PO Box 567
609 Gyrfalcon Ct, Unit D
Windsor, CO 80550

Phone: 970-460-0583
Fax: 970-460-0871

Submittal

NO.: 131570-01

TITLE: Pool Accessories
PROJECT: Parklane Bathhouse
DRAWING:
STATUS: Open
BIC: Alyssa Tharrett

REQUIRED START: 11/11/2020
REQUIRED FINISH 11/25/2020
DAYS HELD:
DAYS ELAPSED
DAYS OVERDUE:

RECEIVED FROM	SENT TO	RETURNED BY	FORWARDED TO
Todd Westfall	Alyssa Tharrett	Alyssa Tharrett	Todd Westfall

Revision No.	Description/Remarks	Received	Sent	Returned	Forwarded	Status	Prints

SUBMISSION # 1905 | JOB # 1905

☐ 1	Reviewed No Exceptions	☐ 4	Rejected
☐ 2	Reviewed Exceptions Noted	☐ 5	Information Only
☒ 3	Revise & Resubmit		

Reviewed only for general conformance with the project requirements indicated in Contract Documents and for consistency with the project design concept. This review does not relieve the Contractor from responsibility, for errors or omissions in design for which the Contractor is responsible for compliance with all requirements of the Contract Documents and for the safe and successful construction of the work. This review does not consider the means, methods, techniques, sequences, and operations of construction or safety, precautions or programs incidental thereto, which are the sole responsibility of the Contractor.

ESSENZA ARCHITECTURE

Date: 11.24.20

Signature: Alyssa Tharrett

Revise and resubmit all spray pad features as noted in the following pages. Color indicator charts and a floor plan layout are required for review.

QUALITY·INTEGRITY·DEPENDABILITY

X
☒Reviewed ☐Rejected
☐Reviewed as noted ☐Resubmit

REVIEW OF SUBMITTAL INFORMATION BY TCC DOES NOT RELIEVE THE SUBCONTRACTOR AND/OR SUPPLIER OF COMPLIANCE TO THE PROJECT PLANS AND SPECIFICATIONS.

Todd Westfall
Project Manager

11/11/2020 4:28:30 PM

COUNSILMAN HUNSAKER

SHOP DRAWING & SUBMITTAL REVIEW:

Review is only for general conformance with the design of the project and general compliance with the contract documents. Review does not relieve contractor from compliance with the requirements of the contract documents. Contractor is responsible for conforming and correlating all quantities and dimensions, selecting fabrication processes, means, techniques, sequences and procedures of construction; coordinating their work with that of all other trades; performing this work in a safe and satisfactory manner; and for all errors or omissions in submittals.

[ ]Reviewed, no exception
[X]Revise & Resubmit
[ ]Reviewed as noted
[ ]Rejected, Resubmit

Date: 11/19/2020

Reviewed By: Cole Henry

REVISE & RESUBMIT:

No exception taken to the submitted dive stand. Provide Stamped Structural Drawings for the anchoring of the dive stand per Spec Section 131100 1.6.B.vi.

Provide a 12' length diving board to accommodate the submitted dive stand and maximum board length allowed by Colorado Pool Code. No exception taken to the SR Smith Olympian Model.

Provide a plan view of the sprayground features and collector boxes with dimensions, orientations, and splash zones.

REVIEWED AS NOTED:

Contractor shall ensure that all ADA lift anchor installation and footing requirements provided by the manufacturer are followed. Contractor shall ensure that the lift functions properly moving in and out of the pool, with no clashes or interferences.

Install all spray features, activators, and collector boxes in accordance with manufacturer requirements and provide recommended slab thicknesses/support.

Color and theming selection by Owner/Arch.

Confirm and coordinate Sprayground Control Panel requirements with Electrical prior to ordering.

The WVB-300 Rain Diverter box model shall be ordered per Spec section 131233 2.6.A.1.e. Install in accordance with manufacturer requirements and provide recommended slab thicknesses/support.

High Country
Pools & Spas
EST. 1968
6330 South College Avenue
Fort Collins, Colorado 80525
PHONE: (970) 226-2657 FAX: (970) 226-2659

CHANGE ORDER

CHANGE ORDER NO: 002

To: TCC Corporation

Phone: 970-460-0583	**Date:** 12.4.20
Job Name / Location: Parklane Bath House	
Job No:	**Job Phone:**
Existing Contract No: 2031-13850	**Date of Existing Contract:** 10.21.20

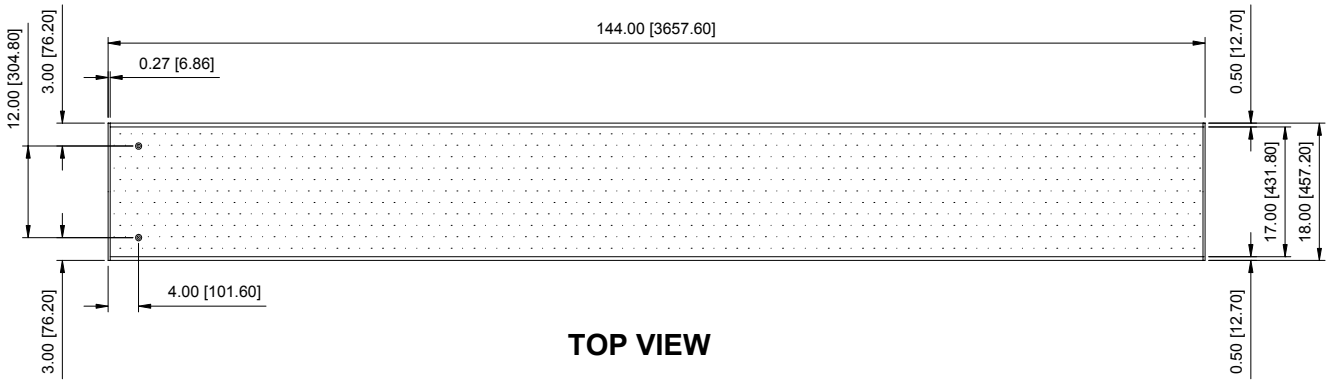
We hereby agree to make the change(s) specified below:		Cost Implication
Deduct Spineboard Attachment	$ 342.00	
Deduct Stability vest	$ 171.06	
Subtotal	$ 513.06	
Less 15% O&P	$ 76.95	
Total Deduct	**($ 590.01)**	
NOTE: This Change Order becomes part of and in conformance with the existing contract		
WE AGREE hereby to make the change(s) specified above at this price ➔		$(590.01)
DATE	PREVIOUS CONTRACT AMOUNT:	$ 537,280.00
AUTHORIZED SIGNATURE (CONTRACTOR)	REVISED CONTRACT TOTAL:	$ 536,689.99

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

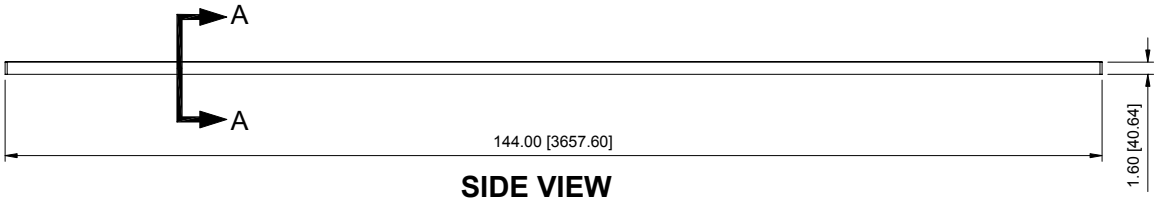
Date of Acceptance: _____

Signature: _____

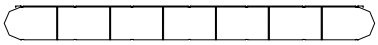
12 ft Olympian Aluminum Diving Board



TOP VIEW



SIDE VIEW



SECTION A-A



HEEL END VIEW TOE END VIEW

NOTE: Diving boards shall be installed only on pools meeting or exceeding minimum requirements for the various pool types as outlined in the current edition of ANSI/NSPI-1. In addition, all installations must meet or exceed applicable local codes in accordance with S.R. Smith written instructions.

Specification Number:	**SRS-203**		
Product Description:	**Olympian Aluminum Commercial Diving Board** *12 Foot Model*		
S.R. Smith Part Number:	**66-209-3121 to 66-209-3123** 66-209-3122	Scale:	NTS
Revision:	A	Date: 04/19/03	
Written By:	T. Weil	Date: 04/19/03	
Approved By:	B. Bisceglia	Date: 04/20/03	
Page 3 of 6	Proprietary and confidential: The information contained in this specification is the sole property of S.R. Smith LLC. Any reproduction in part or whole without the written consent of S.R. Smith LLC is prohibited.		

S.R. Smith, LLC
P.O. Box 400, 1017 SW Berg Parkway
Canby, Oregon 97013
Tel: (888) 677-7776 (503) 266-2231
Fax: (503) 266-4334
www.srsmith.com

TCC Corporation

PO Box 567
609 Gyrfalcon Ct, Unit D
Windsor, CO 80550

Phone: 970-460-0583
Fax: 970-460-0871

REQUEST FOR CHANGE

No. 2

TITLE: Pool Heater

DATE: 02/16/2021

PROJECT: Parklane Pool & Bathhouse Imp.

JOB: 2031

TO: Alyssa Tharrett
Essenza Architecture
685S. Arthur Ave.
Louisville, co 80011

CONTRACT NO:

DESCRIPTION OF REQUEST

Change Order to change pool heater from specified to Pentair PM1250NACCPJN.

Description	Amount
Change pool heater from specified to Pentair PM1250NACCPJN.	$3,695.23
General Conditions	$117.50
General Liability Insurance	$10.70
Builder's Risk Insurance	$18.51
Bond	$76.25
Contractor's Fee	$381.28

Total	$4,299.47

APPROVAL:

By: _____ **By:** _____

Alyssa Tharrett **Brian Crownover**

Date: _____ **Date:** _____

High Country
Pools & Spas
EST. 1968
6330 South College Avenue
Fort Collins, Colorado 80525
PHONE: (970) 226-2657 FAX: (970) 226-2659

CHANGE ORDER

CHANGE ORDER NO: 008

To: TCC Corporation

Phone: 970-460-0583	**Date:** 2.12.21
Job Name / Location: Parklane Bath House	
Job No:	**Job Phone:**
Existing Contract No: 2031-13850	**Date of Existing Contract:** 10.21.20

We hereby agree to make the change(s) specified below:		Cost Implication
Specified Raypak P-1262-C	$ 16,116.09	$ 3,695.23
Approved Pentair PM1250NACCPJN	$ 19,459.77	
Difference	$ 3,343.68	
Markup @15%	$ 351.55	
Total	**$ 3,695.23**	
NOTE: This Change Order becomes part of and in conformance with the existing contract		
WE AGREE hereby to make the change(s) specified above at this price ➔		$ 3,695.23
DATE	PREVIOUS CONTRACT AMOUNT:	
AUTHORIZED SIGNATURE (CONTRACTOR)	REVISED CONTRACT TOTAL:	

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

Date of Acceptance: _____

Signature: _____

TCC Corporation

PO Box 567
609 Gyrfalcon Ct, Unit D
Windsor, CO 80550

Phone: 970-460-0583
Fax: 970-460-0871

REQUEST FOR CHANGE

No. 3

TITLE:	Provide pressure test of existing underground pool plumbing:	**DATE:**	01/05/2021
PROJECT:	Parklane Pool & Bathhouse Imp.	**JOB:**	2031
TO:	Andrew Van Essen City of Aurora 15151 E Alameda Parkway Aurora, CO 80011	**CONTRACT NO:**	

DESCRIPTION OF REQUEST

Provide pressure test of existing underground pool plumbing:

Description	Amount
Pressure Testing - Existing System	$1,500.00

TCC is splitting the cost of this with the Owner. This test benefits both parties.

Total	**$1,500.00**

APPROVAL:

By: _____ **By:** _____

Andrew Van Essen **Todd Westfall**

Date: _____ **Date:** 1.5.2021

High Country
Pools & Spas
EST. 1968
6330 South College Avenue
Fort Collins, Colorado 80525
PHONE: (970) 226-2657 FAX: (970) 226-2659

CHANGE ORDER

CHANGE ORDER NO: 004

To: TCC Corporation

Phone: 970-460-0583	**Date:** 12.23.20
Job Name / Location: Parklane Bath House	
Job No:	**Job Phone:**
Existing Contract No: 2031-13850	**Date of Existing Contract:** 10.21.20

We hereby agree to make the change(s) specified below:		Cost Implication
Provide pressure test of existing underground pool plumbing -Price includes materials and labor to provide pressure test -Initial written report -Monthly updates regarding status of pressure (make sure no damage occurs on a monthly basis) DOES NOT INLCUDE-Repairs to plumbing or responsibility for damage to plumbing **NOTE:** This Change Order becomes part of and in conformance with the existing contract		$ 3,000.00
WE AGREE hereby to make the change(s) specified above at this price ➔		$ 3,000.00
DATE	PREVIOUS CONTRACT AMOUNT:	$ 536,689.99
AUTHORIZED SIGNATURE (CONTRACTOR)	REVISED CONTRACT TOTAL:	$ 539,689.99

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

Date of Acceptance: _____

Signature: _____

TCC Corporation

PO Box 567
609 Gyrfalcon Ct, Unit D
Windsor, CO 80550

Phone: 970-460-0583
Fax: 970-460-0871

REQUEST FOR CHANGE

No. 4 OPTION 2

TITLE: Option 2 - Pool Handrails replacement, reference RFI 001.

DATE: 01/05/2021

PROJECT: Parklane Pool & Bathhouse Imp.

JOB: 2031

TO: Andrew Van Essen
City of Aurora
15151 E Alameda Parkway
Aurora, CO 80011

CONTRACT NO:

DESCRIPTION OF REQUEST

Option 2 - Pool Handrails replacement, reference RFI 001.

Description	Amount
Option 2 - Pool Handrails replacement, reference RFI 001.	$12,988.33

Total	**$12,988.33**

APPROVAL:

By: **Andrew Van Essen**

Date:

By: **Todd Westfall**

Date: 1.5.2021

RFC / COR

Project: Parklane Bathhouse
Date: 1/5/2021 11:57

ADD

	Subcontractor:	Cost:	Discription:
1	High Country Pools	$10,748.42	Option 2 - SS 316 Replacement
2			
3			
4			
5			
6			
7			
8			
9			
10			

Add Total:	$10,748.42

Deduct

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Deduct Total:	$0.00

Subtotal A:	**$10,748.42**

		Hrs:
Estimator Time:	$0.00	0.0
PM Time:	$0.00	0.0
Superintendent Time:	$0.00	0.0

	Subtotal B:	**$0.00**
Contractor's Fee:	**Subtotal C:**	**$1,074.84**
General Liability Insurance:	**Subtotal D:**	$331.05
Builder's Risk Insurance:	**Subtotal E:**	$579.34
Bond:	**Subtotal F:**	$254.67

Total = a+b+c+d+e+f $12,988.33

High Country
Pools & Spas
EST. 1968
6330 South College Avenue
Fort Collins, Colorado 80525
PHONE: (970) 226-2657 FAX: (970) 226-2659

CHANGE ORDER

CHANGE ORDER NO: 005

To: TCC Corporation

Phone: 970-460-0583	**Date:** 12.29.20
Job Name / Location: Parklane Bath House	
Job No:	**Job Phone:**
Existing Contract No: 2031-13850	**Date of Existing Contract:** 10.21.20

We hereby agree to make the change(s) specified below:	Cost Implication
Provide 8 new pairs of Spectrum Products Coho 26”x 1.5”x .120” Handrails (identical to existing) 8x $460= $ 3,680.00 x 1.15 (Markup)= $ 4,232 Provide 8 New pairs of Spectrum products Cisco 26”x1.5”x .120” Handrails (offset rails more commonly specified in new pools, also upgraded 316SS) 8x $ 601.18= $ 4,809.44 x 1.15 Markup= $ 5,530.86 **Pick one of the above and add each of the following:** 32 Bronze wedge Anchors 4”x1.5” @ $37.31= $ 1,193.92 32 Escutheons 1.5” round @ $21.52= $ 688.64 Shipping, Delivery, Handling $500 x 1.15 Markup= $ 575 Labor- 40 Hours @ $60/hr = $ 2400 x 1.15 markup= $ 2,760 **NOTE:** This Change Order becomes part of and in conformance with the existing contract	$ Option 2 - 316 SS 5,530.86 1,193.92 688.64 575.00 2,760.00 $10,748.42
WE AGREE hereby to make the change(s) specified above at this price ➔	$
DATE / PREVIOUS CONTRACT AMOUNT:	$ 536,689.99
AUTHORIZED SIGNATURE (CONTRACTOR) / REVISED CONTRACT TOTAL:	$

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

Date of Acceptance: _____

Signature: _____

TCC Corporation

PO Box 567
609 Gyrfalcon Ct, Unit D
Windsor, CO 80550

Phone: 970-460-0583
Fax: 970-460-0871

REQUEST FOR CHANGE

No. 05

TITLE: Alternate Pool Coating Pricing

DATE: 02/09/2021

PROJECT: Parklane Pool & Bathhouse Imp.

JOB: 2031

TO: Alyssa Tharrett
Essenza Architecture
685S. Arthur Ave.
Louisville, co 80011

CONTRACT NO:

DESCRIPTION OF REQUEST

Change Order to provide additional costs to prep, repair, and install Diamond Brite coating to pool.

Description	Amount
Prep, repair, and install Diamond Brite coating to pool. Credit of $24,190.00 to proceed with standard white plaster. See attached backup from subcontractor for details.	$87,200.00
Mobilization	$2,616.00
General Conditions	$1,165.50
General Liability Insurance	$255.26
Builder's Risk Insurance	$441.16
Bond	$1,819.63
Contractor's Fee	$9,098.15

Total	$102,595.70

APPROVAL:

By: _____
Alyssa Tharrett

By: _____
Brian Crownover

Date: _____

Date: _____

TCC Corporation

PO Box 567
609Gyrfalcon Ct, Unit D
Windsor, CO 80550

Phone: 970-460-0583
Fax: 970-460-0871

REQUEST FOR CHANGE

No. 6

TITLE: Pool Coping

DATE: 01/20/2021

PROJECT: Parklane Pool & Bathhouse Imp.

JOB: 2031

TO: Alyssa Tharrett
Essenza Architecture
685S. Arthur Ave.
Louisville, CO 80011

CONTRACT NO:

DESCRIPTION OF REQUEST

Change Order to demo and dispose of existing pool coping.

Description	Amount
Provide new dowels into existing bond beam, provide new continuous rebar around perimeter of pool. Provide place and finsish new coping to be 3500PSI minimum standard grey concrete. Provide regular profile Stegmeier form for cantilever cast-in-place coping typically approved by local health authorities. Combo tooled top/ Sawcut face Control joints at 18-24" (no raised handhold) Lead time for coping is 8+ weeks from change order approval. HCP labor Includes repair of tile that is broken as of 1.19.21. Tile to be provided by owner. Setting materials and grout by HCP. See subcontractor breakdown.	$24,576.00
Demo, haul, and dispose of existing coping. No Charge	$0.00
Credit for 90 LF damaged during demolition of pool deck.	($5,850.00)
General Conditions. No Charge	$0.00
General Liability Insurance	$52.54
Builder's Risk Insurance	$90.80
Bond	$374.52
Contractor's Fee	$1,872.60
Total	**$21,116.46**

APPROVAL:

By: _____
Alyssa Tharrett

By: _____
Brian Crownover

Date: _____

Date: _____

High Country Pools & Spas
EST. 1968
6330 South College Avenue
Fort Collins, Colorado 80525
PHONE: (970) 226-2657 FAX: (970) 226-2659

CHANGE ORDER

CHANGE ORDER NO: 007

To: TCC Corporation

Phone: 970-460-0583	**Date:** 1.19.21
Job Name / Location: Parklane Bath House	
Job No:	**Job Phone:**
Existing Contract No: 2031-13850	**Date of Existing Contract:** 10.21.20

We hereby agree to make the change(s) specified below:	Cost Implication
Replace existing pool coping in its entirety. (does not include demo, removal, disposal of existing coping) Provide new dowels into existing bond beam, provide new continuous rebar around perimeter of pool. Provide place and finsish new coping to be 3500PSI minimum standard grey concrete. Provide regular profile Stegmeier form for cantilever cast-in-place coping typically approved by local health authorities. Combo tooled top/ Sawcut face Control joints at 18-24" (no raised handhold) Lead time for coping is 8+ weeks from change order approval. HCP labor Includes repair of tile that is broken as of 1.19.21. Tile to be provided by owner. Setting materials and grout by HCP. 310LF x $65/LF= $ 20,150 Less 30LF broken by HCP 30x $65= $ (1,950) Stegmeier Forms and Misc Materials= $ 1,250 HCP labor for Tile Repair 32Hours @ $60/HR = $ 1,920 Subtotal= $ 21,370 Mark-Up @ 15%= $ 3,206 **Total= $ 24,576** **NOTE:** This Change Order becomes part of and in conformance with the existing contract	$ 24,576
WE AGREE hereby to make the change(s) specified above at this price ➔	$24,576
DATE / PREVIOUS CONTRACT AMOUNT:	
AUTHORIZED SIGNATURE (CONTRACTOR) / REVISED CONTRACT TOTAL:	

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

Date of Acceptance: _____

Signature: _____

TCC Corporation

PO Box 567
609 Gyrfalcon Ct, Unit D
Windsor, CO 80550

Phone: 970-460-0583
Fax: 970-460-0871

REQUEST FOR CHANGE

No. 7

TITLE: Slide Pump

DATE: 01/20/2021

PROJECT: Parklane Pool & Bathhouse Imp.

JOB: 2031

TO: Alyssa Tharrett
Essenza Architecture
685S. Arthur Ave.
Louisville, CO 80011

CONTRACT NO:

DESCRIPTION OF REQUEST

Change Order per RFI #2 response to provide a functioning solution for waterslide supply that is VGB compliant. Based upon the Pentair EQK1000 pump curve, the waterslide supply system will operate at a flow rate that will require 6" suction piping from the wall sumps the suction side of the pump.

Description	Amount
Replacing existing slide pump per RFI #2 response. See attached subcontractor breakdown.	$8,432.00
General Conditions	$352.50
General Liability Insurance	$24.65
Builder's Risk Insurance	$42.60
Bond	$175.69
Contractor's Fee	$878.45

Total	$9,905.89

APPROVAL:

By: _____
Alyssa Tharrett

By: _____
Brian Crownover

Date: _____

Date: _____

High Country
Pools & Spas
EST. 1968
6330 South College Avenue
Fort Collins, Colorado 80525
PHONE: (970) 226-2657 FAX: (970) 226-2659

CHANGE ORDER

CHANGE ORDER NO: 003R

To: TCC Corporation

Phone: 970-460-0583	**Date:** 1.20.21
Job Name / Location: Parklane Bath House	
Job No:	**Job Phone:**
Existing Contract No: 2031-13850	**Date of Existing Contract:** 10.21.20

We hereby agree to make the change(s) specified below:		Cost Implica,tion
Slide Pump and plumbing change. See Worksheet		$ 8,432
NOTE: This Change Order becomes part of and in conformance with the existing contract		
WE AGREE hereby to make the change(s) specified above at this price ➔		$ 8,432
DATE	PREVIOUS CONTRACT AMOUNT:	$
AUTHORIZED SIGNATURE (CONTRACTOR)	REVISED CONTRACT TOTAL:	$

ACCEPTED – The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

Date of Acceptance: _____

Signature: _____

Slide Alternate Cost Worksheet

Additions	**Notes**	**Quantity**	**Cost Each**
Self Prime Pump w/ Strainer	EQKT1000 P/N 340606	1	$ 5,484.99
Shipping est.	Special order Pump	1	$ 250.00
Housekeeping Pad	Form Concrete and hardware	2	$200
New Gauges	Cost- See Original Alternate 8A	1	$ 343.47
E-stop	If submittal Approved	1	$ 49.85
Conduit and Wiring	Mounted within 10' of Starter	1	$ 75.00
6" 90's	Estimated to route around discovered slide footings	9	$ 24.71
6" 45's	Adapt new pump to slide supply	2	$ 29.70
Unistrut and Bracing	Hardware and clamps	1	$ 175.00
6" T		1	$ 41.56
6" Pipe	Estimated to route around slide footings	50	$ 7.49
8"x6" Reducer Bushings		2	$ 126.39
6" BFV		2	$ 417.00
6" Check valve	Dominion Cast Iron	1	$ 951.80
6" Flange		7	$ 18.85
6" EPDM Gasket		3	$ 5.14
6" Flange Bolt Pack SS		1	$ 36.81
6" Valve Stud Pack SS		3	$ 131.67
4" Flange		1	$ 11.98
4" Flange Bolt Pack		1	$ 38.70
4" EPDM Gasket		1	$ 3.68
4" Pipe		2	$ 3.71
6"x4" Con Reducer		1	$ 63.00
Cancel 18"x36" Drains		2	$ 500.00
New 18"x18" Drains (Pair)		1	$ 1,858.02
Drain Shipping		1	$ 150.00
			$ -
			$ -
Labor	Set Pump, form & pour HK, Valve and Flange Assembly, Start-Up, E-stop, Bracing, Demo Existing Pump, Warranty	55	$ 60.00
Subtotal ADD			
Deductions:			
Alternate 9D		1	$ 4,860.00
10" pipe		30	$ 16.69
10" 90		3	$ 141.24
10"x6" Eccentric Reducer		1	$ 123.31
10" Tee		1	$ 179.87

18"x36" Drains	2	$	1,553.48
		$	-
		$	-
Subtotal DEDUCT			
Difference			
O&P @	**15%**		
Total Slide Pump CO Price			

TCC Corporation

REQUEST FOR CHANGE

PO Box 567
609 Gyrfalcon Ct, Unit D
Windsor, CO 80550

Phone: 970-460-0583
Fax: 970-460-0871

No. 08&9

TITLE: ASI#2 Light Pole Changes

DATE: 03/30/2021

PROJECT: Parklane Pool & Bathhouse Imp.

JOB: 2031

TO: Andrew Van Essen
City of Aurora
15151 E Alameda Parkway
Aurora, CO 80011

CONTRACT NO:

DESCRIPTION OF REQUEST

ASI #2 provides owner requested revisions to the exterior lighting by removing the existing site light poles and adding a wall mounted light fixture

Description	Amount
ASI#2 - Light pole demolition and additional security light	$3,000.00
General Conditions	$831.57
General Liability	$9.77
Builder's Risk Insurance	$16.89
Bond	$69.67

Total	$3,927.90

APPROVAL:

By: _____
Andrew Van Essen

Date: _____

By: _____
Brian Crownover

Date: _____

ROBERTS ELECTRICAL CONTRACTING

CHANGE ORDER FORM

CO#1

Date:2/1/21

Contractor: TCC

Project: Parklane Bathhouse Name**: Brian Crownover**

Description of Change: Demo out 8 Exterior pole lights in lieu of re-Lamping

1. Labor @ 95 per hour 2. Credit for re-lamping	12 hours 4 hours	$1,140.00 -$380.00
Total amount of CO:	ADD	$760.00

INCLUSIONS:

- Light poles to be thrown away in dumpster Furnished by others.
- Clean up of our own identifiable debris to a dumpster furnished by others.
- Applicable sales tax.

Exclusions

This is your authorization to complete the work as outlined above according to conditions on the front and reverse sides of this proposal.

ACCEPTANCE:

Signed By: _____ Date: _____

Print name: _____ Title: _____

Respectfully,

David Kotopoulous
Operations Manager
720-202-0362
David@robertsec.com

ROBERTS ELECTRICAL CONTRACTING

CHANGE ORDER FORM

CO#5

Date:3/19/21

Contractor: TCC

Project: Parklane Bathhouse Name**: Brian Crownover**

Description of Change: Adding EMW fixture

1. EMW Fixture 2. Labor @95 per hour	3 hours	$1955.00 $285.00
Total amount of CO:	ADD	$2240.00

INCLUSIONS:
-Piping to new exterior fixture and pulling wire

Exclusions
-

This is your authorization to complete the work as outlined above according to conditions on the front and reverse sides of this proposal.

ACCEPTANCE:

Signed By: _____ Date: _____

Print name: _____ Title: _____

Respectfully,

David Kotopoulous
Operations Manager
720-202-0362
David@robertsec.com

TCC Corporation

PO Box 567
609 Gyrfalcon Ct, Unit D
Windsor, CO 80550

Phone: 970-460-0583
Fax: 970-460-0871

REQUEST FOR CHANGE

No. 15

TITLE: Climbing Wall

DATE: 03/24/2021

PROJECT: Parklane Pool & Bathhouse Imp.

JOB: 2031

TO: Andrew Van Essen
City of Aurora
15151 E Alameda Parkway
Aurora, CO 80011

CONTRACT NO:

DESCRIPTION OF REQUEST

In Lieu of the Diving Boards and per ASI#1, TCC and HCP to proceed with Climbing Wall feature.

Description	Amount
Supply and Install Climbing Wall Per ASI#1 including deductive for 10' Diving Boards	$0.00
General Conditions	$0.00
General Liability Insurance	$0.00
Builders Risk	$0.00
Bond	$0.00
Contractor's Fee	$0.00

Total	$0.00

APPROVAL:

By: _____
Andrew Van Essen

By: _____
Brian Crownover

Date: _____

Date: _____

TCC Corporation

PO Box 567
609 Gyrfalcon Ct, Unit D
Windsor, CO 80550

Phone: 970-460-0583
Fax: 970-460-0871

REQUEST FOR CHANGE

No. 11

TITLE: Breeze Block Pilasters

DATE: 02/18/2021

PROJECT: Parklane Pool & Bathhouse Imp.

JOB: 2031

TO: Alyssa Tharrett
Essenza Architecture
685S. Arthur Ave.
Louisville, co 80011

CONTRACT NO:

DESCRIPTION OF REQUEST

Change Order to provide pilasters at wall for decor block.

Description	Amount
Provide pilasters at wall for decor block.	$1,200.00
General Conditions	$176.25
General Liability Insurance	$3.86
Builder's Risk Insurance	$6.67
Bond	$27.53
Contractor's Fee	$137.62

Total	$1,551.93

APPROVAL:

By: _____
Alyssa Tharrett

By: _____
Brian Crownover

Date: _____

Date: _____

CONSTRUCTION AGREEMENT

CITY OF AURORA
AURORA, COLORADO

Project Title: **Parklane Pool and Bathhouse Improvements**

Project / Bid No.: **1946 / 5791A**

P.O. No.: 20P1125K

Version 06 2019

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CONSTRUCTION AGREEMENT

THIS AGREEMENT, with an effective date of October 20, 2020, is made and entered into between the CITY OF AURORA, COLORADO, (hereinafter called the "City"), and TCC Corporation, a Colorado corporation with a principal place of business at 609 Gyrfalcon Ct., Unit D, Windsor, Colorado 80550, (hereinafter called the "Contractor"). (City and Contractor may be collectively referred to herein as "Parties", or individually as "Party".)

Recitals

Whereas, the City desires to obtain professional construction services for a City project ("Project") as hereinafter provided; and

Whereas, Contractor represents that it has the requisite skill, experience and personnel and is qualified to perform construction services for the City in connection with constructing the Project as specified in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the parties mutually agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents and generally described as follows:

Parklane Pool and Bathhouse Improvements in accordance to Invitation to Bid (ITB) #1946 / 5791A.

ARTICLE 2 - PROJECT

2.01 The Project is the total construction of the Work called for in this Agreement.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Essenza Architecture ("Designer"), who will assume all duties and responsibilities, and have the rights and authority assigned to Designer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - PROJECT MANAGER

4.01 The Project has assigned certain responsibilities related to this Agreement to a Project Manager. The Project Manager will assume all duties and responsibilities, and have the rights and authority assigned to Project Manager in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Project Manager will be a City of Aurora (Owner) employee and will also be referred to as the City Project Representative.

ARTICLE 5 - CONTRACT TIME

5.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Agreement.

5.02 Dates for Substantial Completion for the Work and Final Acceptance are as follows:

A. Substantial Completion Date - The Work will be substantially completed on or before 195 consecutive calendar days, plus 10 mobilization days from Notice to Proceed (NTP) in accordance with the terms and conditions of this Agreement. Substantial Completion is defined as that degree of completion of the Project's operating facilities or systems sufficient to provide Owner beneficial operation of the Work.

B. Final Completion Date - Shall be no later than 195 consecutive calendar day, plus 10 mobilization days, from Notice to Proceed (NTP) in accordance with the terms and conditions of this Agreement. Final Completion is defined as all of the work being complete, subject to the warranty period.

5.03 Liquidated Damages

Contractor and City recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in Paragraph 5.02 A and B above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **TWO HUNDRED AND NO/100 Dollars ($200.00)** for each calendar day that expires after the times specified in Paragraph 5.02 A and B above until the completion dates are satisfied.

5.04 Liabilities

With the exception of the provisions of Paragraph 11.09 regarding illegal aliens, neither party shall be liable to the other for any special, incidental, or consequential damages arising out of its performance or non-performance of obligations hereunder, whether such liability is based in contract, tort (including negligence), or otherwise. Contractor shall be liable for consequential and incidental damages for any non-compliance with the provisions of Paragraph 11.09.

ARTICLE 6 - PRICE

A. City shall pay Contractor for completion of the Work in accordance with the Contract Documents. The maximum contract amount to be paid by the City to the Contractor under this Agreement, including reimbursable expenses shall, in no event, exceed **ONE MILLION, SEVEN HUNDRED FORTY-SIX THOUSAND, FOUR HUNDRED SIXTY-SIX AND 21/100 DOLLARS ($1,746,466.21)**; provided, however, City may, in accordance with the terms of this Agreement, make changes in the maximum contract amount.

B. It is expressly understood and agreed that Contractor is undertaking this Project for a maximum amount and that the total obligation of the City for all or any part of its payment obligations hereunder, whether direct or contingent, shall in no event extend beyond payment of the lesser of the amounts duly and lawfully appropriated and encumbered for

the purposes of this Agreement or the maximum contract amount set forth above. The City Council of the City, as the governing body of the Enterprise has, as of the date first set forth above, duly and lawfully appropriated exceed **ONE MILLION, SEVEN HUNDRED FORTY-SIX THOUSAND, FOUR HUNDRED SIXTY-SIX AND 21/100 DOLLARS ($1,746,466.21),** the purposes of this Agreement, an initial amount of money for payments under this Agreement for work to be performed by Contractor in 2020/2021. The City shall notify Contractor when, and if, additional amounts are appropriated for the remainder this Project. The City makes no representation whatsoever concerning future appropriations for the continuation or completion of the work under this Agreement. No change order or other form of order or directive requiring the performance of additional compensable work shall be issued by the City where such work causes the aggregate amount payable under this Agreement to exceed the currently available, lawfully appropriated funds for this Agreement, unless the Contractor is given express written assurance by the City that a lawful appropriation to cover the cost of the additional work has been made or unless such work is otherwise addressed under a remedy granting provision of this Agreement.

C. Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Contractor. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year beyond the then current fiscal year. This Agreement shall never constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by the City of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the City OTHER THAN THOSE WHICH HAVE BEEN APPROPRIATED FOR THIS AGREEMENT.

ARTICLE 7 - PAYMENT PROCEDURES

7.01 General

A. Unless otherwise expressly provided, the prices shown in the Contractor's Bid shall include the cost of all labor, materials, equipment, tools, forms, services, utilities, royalties, fees and any other items or expenses necessary to complete the Project. Work not shown in the Contract Documents, but which is necessary to construct the Project, shall be considered a part of the Project whether specified or not and no separate payment shall be made for these items.

B. Unless otherwise expressly provided in the Contract Documents, the amount to be paid for the work shall include all labor, materials, forms, tools, scaffolding, plant, equipment, services, utilities, royalties, fees, (including additional licensing or permitting fees for additional permission, permit times, or licensing fees necessitated by Contractor falling behind work schedule and needing additional time to work in public rights of way), and everything, whether temporary or permanent, necessary to complete the Project.

7.02 Determination of Amounts and Quantities

A. The City shall verify amounts and quantities of work performed. To assist the City, the Contractor shall make available for inspection any records required by the City.

7.03 Variations in Estimated Quantities

A. When a pay item in this Agreement is an estimated quantity and when the actual quantity of such pay item varies more than twenty five percent (25%) above or below the estimated quantity stated in this Agreement, an equitable adjustment in the Unit Price shall be negotiated upon demand of either the City or Contractor. The Unit Price adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred and twenty five percent (125%) or below seventy-five (75%) of the estimated quantity.

B. If the quantity variation is such as to cause a change in the time necessary for completion of the Project, the City may make an appropriate adjustment in the completion date of the Project.

7.04 Partial Payments to the Contractor

A. The City shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about thirty (30) days after the submission by the Contractor to the City of a proper application for payment. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided by the Special Conditions. The City shall be entitled to deduct from such payments documented fees, then currently unpaid, incurred by Contractor for licenses or permits for additional or previously unpaid permissions, to work or to extend work into previously unpermitted times in public rights of way.

Periodic progress payments will be made in an amount up to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as City may determine or City may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:

1. Ninety-five (95) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by City, and if the character and progress of the Work have been satisfactory to City, City may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

2. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Partial payments made by the City shall not be considered as an acceptance on the part of the City of any part of the Project or of material furnished, but simply as payments on account. Failure of Contractor to provide a schedule, either required or requested by the City, may result in the withholding of any payments due the Contractor.

C. The City reserves the right to set off any unpaid observation, testing or surveying fees, or other City charges from partial payments due the Contractor.

7.05 Retainage

A. An amount equivalent to five percent (5%) of the amount shown to be due the Contractor on each application for payment shall be withheld until the work required by the

Contract has been performed to the satisfaction of the City. The withheld percentage of the contract price of any such work, improvement, or construction shall be administered according to Section 24-91-101, et. seq., C.R.S., as amended and except as provided in Section 24-91-103, C.R.S., as amended.

7.06 City's Right to Accept Portion of the Project

A. The City reserves the right to make use of any completed portion of the Project without invalidating the Contract, or obligating the City to accept the remainder of the Project.

7.07 Substantial Completion

A. When the City, on the basis of an inspection, issues a written notice that the Work is substantially complete, a Punchlist, identifying items to be completed or corrected, shall also be issued by the City. Warranties required by the Contract Documents shall commence on the date of Substantial Completion unless otherwise provided in the Notice of Substantial Completion.

7.08 Final Completion

A. When all the Work specified in the Contract is completed, subject to the Warranty period, items on the Punchlist have been completed or corrected, and the final cleanup has been performed, the Contractor shall notify the City. The City shall, within ten (10) days after such notice, make the final inspection. If the City finds that the Project has been completed in accordance with the requirements set forth in the Contract Documents, the City shall issue a Notice of Final Completion. Upon issuance of the Notice of Final Completion, the City will place a "Notice of Final Settlement" in an appropriate publication to advertise for claims pursuant to Colorado law.

B. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by City as provided in the General Conditions.

7.09 Final Payment

A. Upon final completion of the Work in accordance with the General Conditions, City shall pay the remainder of the Contract Price as recommended by Project Manager.

7.10 Final Acceptance

A. City shall issue a written notice of Final Acceptance at the end of the Warranty period stating that the work is accepted by the City.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce City to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has inspected the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work, and Contractor is aware of all permitting and licensing fees and their corresponding time limits for work in public rights of way.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Contract Documents; and (2) reports and drawings of any Hazardous Environmental Condition at the Site which has been identified in the Contract Documents.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance bond
3. Payment bond
4. General Conditions
5. Special Conditions
6. Specifications as listed in the table of contents of the Project Manual
7. Drawings listed on the sheet index bound in the drawings
8. Standard details as listed in the index sheet bound in the standard details
9. Addenda and Field Orders
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid;
    b. Documentation submitted by Contractor prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 10.5 of the General Conditions incorporated in IFB 1946 / 5791A.

9.02 Order of Precedence

A. It is the intent of the parties that the Contract Documents shall be read as calling for a complete, operable and maintainable project. The Contract Documents are intended to be read as complementary, one with another. Any Work called for on any Drawing and not mentioned in the Specifications, or Work described in the Specifications and not shown on any Drawing, is to be regarded as included under this Contract the same as if set forth in the Specifications and exhibited on the Drawings.

B. In interpreting the Contract Documents, words describing materials, or Work having a well-known technical or trade meaning, unless otherwise specifically defined, shall be construed in accordance with such well-known meaning recognized by Engineers, Designers, Architects and the trades. In resolving inconsistencies among two (2) or more sections of the Contract Documents, precedence shall be given in the following respective order:

1. The Construction Agreement (and any Addenda / Change Orders thereto)
2. Special Conditions
3. General Conditions
4. Specifications
5. Drawings

C. The organization of the Specifications into divisions, sections and articles in the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or establish the extent of the Work to be performed by any trade.

D. In the case of any discrepancy either in figures, in the Drawings, or in the Specifications, the matter shall be submitted in writing to the City's representative who shall make a determination in writing. Any adjustment by the Contractor without such determination shall be at its own risk and expense. The City shall furnish from time to time such detail drawings and other information as it may consider necessary unless otherwise provided.

ARTICLE 10 - (Not used)

ARTICLE 11 - MISCELLANEOUS

11.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Special Conditions incorporated in IFB 1946 / 5791A.

B. Upon the contractor submitting an estimate of cost for additional compensable work, City agrees to reimburse the contractor for contractor's cost pursuant to the payment disbursement terms specified in this Agreement and the General conditions for all additional directed work performed until a change order is finalized. Additional and originally unanticipated permitting or licensing fees for working in public rights of way are not compensable work.

11.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

A. City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 No Waiver

A. No waiver by the City of any provision, term or condition of the Contract Documents, or any obligation of the Contractor, shall constitute a waiver of such provision, term or condition on any other occasion or waiver of any other breach by or obligation of the Contractor.

11.06 Legal Compliance

A. Contractor and its Subcontractors shall comply with all laws, ordinances, rules, regulations, permitting and licensing requirements, and lawful orders of any public authority bearing on the performance of the Work, including, but not limited to those laws and regulations which require appropriate actions to protect the environment. If the Contractor performs or continues to perform any Work knowing it to be contrary to any law, ordinances, rules and regulations Contractor shall assume full responsibility and shall bear all attributable costs.

B. Contractor shall be responsible for all fines or penalties which are imposed as a result of Contractor's failure to comply with applicable Federal, state and local laws and implementing regulations. The City expressly reserves the right to withhold from any periodic progress payment an amount equal to the amount of any unpaid fine or penalty which has been imposed on Contractor for its failure to comply with applicable Federal, state and local environmental laws and implementing regulations.

C. By executing this agreement, Contractor acknowledges an understanding of and expressly agrees that all work performed under this Agreement is that of an independent contractor. An independent contractor is not a City of Aurora employee and as such is not entitled to Workers' Compensation benefits. Contractor is obligated to pay Federal and state income tax on any monies earned pursuant to the contractual relationship. It is expressly understood between the City of Aurora and Contractor that Contractor, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some entity other than the City of Aurora, Colorado.

D. To the fullest extent permitted by Laws or Regulations, Contractor shall indemnify, defend and hold harmless City and City's Consultant(s), their officers, directors, agents and employees from and against all Claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court proceedings or other alternative dispute resolution costs)

arising out of or resulting from the performance of the Work, provided that any such Claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act, error or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws or Regulations and regardless of the negligence of any such person or entity.

E. In any and all Claims against the City and the City's Consultant(s), their officers, directors, agents and employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the above Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

F. 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.

G. Survival of Obligations: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

11.07 Equal Opportunity

A. Neither Contractor nor its Subcontractors shall discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, disability or veteran status. Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, employment, upgrading, transfer, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. Contractor hereby certifies by executing this agreement that Contractor understands and is in full compliance with the Article 17, Section 8-17-101 of the Colorado Revised Statutes whereby Colorado labor shall be employed to perform the work under this agreement to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed to complete the work. "Colorado labor" is defined to mean any person who is a resident of the state of Colorado, at the time of employment.

11.08 Examination of Records

A. The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under this Contract have access

to and the right to examine any of the Contractor's directly relevant books, documents, papers, or other records involving transactions related to this Contract.

B. The Contractor agrees to include in first-tier subcontracts under this Contract a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the subcontractor's directly relevant 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 and (2) subcontracts or purchase orders for 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 in paragraphs A. and B. above, for records relating to (1) claims, disputes, litigation, arbitration or settlement of claims arising from the performance of this Contract, or (2) costs and expenses of this Contract to which the City's Internal Auditor, or duly authorized representative from the City of Aurora has taken exception, shall continue until such claims, disputes, appeals, litigation, or exceptions are finally resolved.

11.09 Illegal Aliens

A. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Contractor shall not knowingly employ or contract with illegal aliens to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with illegal aliens to perform work under this Contract and (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. VERIFICATION REGARDING ILLEGAL ALIENS: By executing this contract, Contractor confirms the employment eligibility of all employees who are newly hired for employment to perform work for this project through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

C. LIMITATIONS: Contractor shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

D. DUTIES OF CONTRACTOR: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

1. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. DUTY TO COMPLY WITH STATE INVESTIGATION: Contractor shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking

F. DAMAGES: Notwithstanding any other provisions within this contract, if the Contractor violates any of the above provisions regarding illegal aliens the City may terminate this contract for cause and the Contractor may be liable for consequential damages.

11.10 Notice

A. The address given in the Contractor's Proposal is hereby designated as the place to which all communications to the Contractor shall be delivered or mailed.

B. All written communications and notifications to the City shall be addressed to:
City of Aurora
Attention: Andrew Van Essen – Project Manager
15151 East Alameda Parkway, Public Works, 3rd Floor
Aurora, Colorado 80012

C. The delivery at the above designated place by mail, courier service, or personal delivery of any notice, letter or other communication to the Contractor shall be considered adequate service upon the Contractor and the date of such service shall be the date of delivery.

11.11 Legal Notices

All legal notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

City: Office of the City Attorney
15151 East Alameda Parkway
5th Floor
Aurora, Colorado 80012

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By: Bryn Fillinger

Signature: Bryn Fillinger

Title: Manager of Purchasing Services

Date: November 11, 2020

ATTEST:

Susan Barkman

(City Clerk)

RISK MANAGEMENT:

Renee K. Mosley

(Risk Manager)

APPROVED AS TO FORM:

David Lathers

(Assistant City Attorney)

CONTRACTOR

CORPORATE SEAL

Company Name: TCC Corporation

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Ernie Crownover

Title: President

Business address: 609 Gyrfalcon Ct., Unit D, Windsor, CO 80550

Date: October 26, 2020

Subscribed and sworn to before me this 26th day of October, 2020:

_____
Notary Public in and for Colorado

CARRIE A. TOW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174040236
MY COMMISSION EXPIRES 9-27-2021

My Commission Expires: 9-27-2021

EXHIBIT A

CONTRACTOR'S BID

CITY OF AURORA
PROPOSAL

CITY OF AURORA PROJECT NO.	CITY OF AURORA BID NO.
1946	5791A

PROJECT TITLE:
PARKLANE POOL & BATHHOUSE IMPROVEMENTS

BIDDER

TCC corp

ADDRESS

609 GYRFALCON CT UNIT D
WINDSOR, CO 80550

PERSON TO CONTACT Rory GLASER TELEPHONE NO. 970-460-0583

E-MAIL ADDRESS: rglaser@tcccorp.net

SSAN or FEIN 84-0964449
Federal Employer's Identification Number or Social Security Number if an individual

Bid Opening Date SEP. 28.2020 Time 2:00 PM MST

The Bidder Acknowledges Receipt of Addendums 1 **through** 6

REVISED BID SHEET
Parklane Pool & Bathhouse Improvements
Project #: 1946 / Bid #: 5791A

ITEM #	DIVISION	PRICE
1	Division 01 — General Requirements	$ 219,933.00
2	Division 02 — Existing Conditions	$ 25,705.00
3	Division 03 — Concrete	$ 90,485.00
4	Division 04 — Masonry	$ 87,107.00
5	Division 05 — Metals	$ 26,186.00
6	Division 06 — Wood, Plastics, and Composites	$ 71,292.00
7	Division 07 — Thermal and Moisture Protection	$ 54,745.00
8	Division 08 — Openings	$ 34,731.00
9	Division 09 — Finishes	$ 30,535.00
10	Division 10 — Specialties	$ 52,780.00
11	Division 11 — Equipment	$ 3,250.00
12	Division 12 — Furnishings	$
13	Division 13 — Special Construction	$ 386,450.00
14	Division 14 — Conveying Equipment	$
15	Division 21 — Fire Suppression	$
16	Division 22 — Plumbing	$ 132,750.00
17	Division 23 — Heating Ventilating and Air Conditioning	$ 35,635.00
18	Division 25 — Integrated Automation	$
19	Division 26 — Electrical	$ 97,700.00
20	Division 27 — Communications	$
21	Division 28 — Electronic Safety and Security	$
22	Division 31 — Earthwork	$ 56,533.00
23	Division 32 — Exterior Improvements	$ 22,133.00
24	Division 33 — Utilities	$ 260.00
25	Division 34 — Transportation	$
26	Division 35 — Waterways and Marine Construction	$
27	Division 40 — Process Integration	$
28	Division 41 — Material Processing and Handling Equipment	$
29	Division 42 — Process Heating, Cooling, and Drying Equipment	$
30	Division 43 — Process Gas and Liq. Purification and Storage Equipment	$
31	Division 44 — Pollution Control Equipment	$
32	Division 45 — Industry-Specific Manufacturing Equipment	$
33	Division 46 — Water and Wastewater Equipment	$
34	Division 48 — Electrical Power Generation	$
35	Bonds	$ 16,605.00
	TOTAL BASE BID:	$ 1,444,815

Use words – Spell out Total Base Bid: One Million Four Hundred and Fourty Four Thousand Eight hundred and Fifteen dollars and zero cents

ADD ALTERNATE(S):

A. Number 1: New Pool Deck & Trench Drains at Areas per Extent as Indicated in Drawings; Technical Specifications – Volume 1, pg. 012300-1, per plan:

1. Base Bid $ _____
2. Alternate $ 116,993.12

Total for Alternate No. 1: $ 116,993.12

Use words – spell out price: One hundred sixteen thousand nine hundred + ninety-three dollars + twelve cents

B. Number 2: New 8'-0" High Chain Link Fence; Technical Specifications – Volume 1, pg. 012300-2, per plan:

1. Base Bid $ _____
2. Alternate $ 13,359.25

Total for Alternate No. 2: $ 13,359.25

Use words – spell out price: thirteen thousand three hundred fifty-nine + twenty-five cents

C. Number 3: Fixed Shade Umbrellas; Technical Specifications – Volume 1, pg. 012300-2, per plan:

1. Base Bid $ _____
2. Alternate $ 29,847.06

Total for Alternate No. 3: $ 29,847.06

Use words – spell out price: twenty-nine thousand eight hundred + forty-seven dollars + six cents

D. Number 4: Exterior Colored Concrete; Technical Specifications – Volume 1, pg. 012300-2, per plan:

1. Base Bid $ _____
2. Alternate $ 8,731.21

Total for Alternate No. 4: $ 8,731.21

Use words – spell out price: eight thousand seven hundred thirty-one + twenty-one cents

E. Number 5: New Synthetic Turf at East Side of Pool at Existing Raised Area; Technical Specifications – Volume 1, pg. 012300-2, per plan:

1. Base Bid $
2. Alternate $ (11,250.00) Deduct

Total for Alternate No. 5 $ (11,250.00)

Use words – spell out price: minus eleven thousand two hundred fifty dollars & 10/100

F. Number 6: Exterior Lockers; Technical Specifications – Volume 1, pg. 012300-2, per plan:

1. Base Bid $
2. Alternate $ 6301.65

Total for Alternate No. 6 $ 6301.65

Use words – spell out price: six thousan three hundred six dollars & 65/100

G. Number 7: Solatubes; Technical Specification – Volume 1, pg. 012300-2, per plan:

1. Base Bid $
2. Alternate $ 8447.38

Total for Alternate No. 7 $ 8447.38

Use words – spell out price: eight thousand four hundred fourty seven dollars +038/100

H. Number 8: Pool Equipment Room; Technical Specification – Volume 1, pg. 012300-2, per plan:

1. Base Bid $
2. Alternate
   a. 8A $ 395.00
   b. 8B $ 2,565.00
   c. 8C $ 38,900.00
   d. 8D $ 7,700.00
   e. 46,402.20

Total for Alternate No. 8 $ 95,962.25

Use words – spell out price: ninety five thousand nine hundred sixty two dollars & 25/100

I. Number 9: Existing Pool Upgrades [as noted as P1 thru P7 on SP100]; Technical Specification - Volume 1, pg. 012300-2, per plan:

1. Base Bid $ _____
2. Alternate
   a. 9A $ 31,150.00
   b. 9B $ 33,750.00
   c. 9C $ 17,986.00
   d. 9D $ 4,860.00
   e. 9E $ 14,985.00
   f. 9F $ 13,478.00
   g. 9G $ 47,346.33

Total for Alternate No. 9 $ 163,749.64

Use words – spell out price: One hundred sixty three thousand seven hundred fourty-nine dollars and sixty six cents

J. Number 10: Perimeter Drain & Waterproofing at Basement Level; Technical Specification – Volume 1, pg. 012300-3, per plan:

1. Base Bid $ _____
2. Alternate $ 11,950.00

Total for Alternate No. 10 $ 11,950.00

Use words – spell out price: Eleven thousand nine hundred and fifty dollars and zero cents

K. Number 11: Main Roof Material; Technical Specification – Volume 1, pg. 012300-3, per plan:

1. Base Bid $ _____
2. Alternate $ (12,973.00) Deduct

Total for Alternate No. 11 $ (12,973.00)

Use words – spell out price: Twelve thousand nine hundred seventy three dollars and zero cents

L. Number 12: Windows; Technical Specification – Volume 1, pg. 012300-3, per plan:

1. Base Bid $ _____
2. Alternate
   a. 12A $ _____
   b. 12B $ _____

Total for Alternate No. 12 $ 16,725.81

Use words – spell out price: Sixteen thousand seven hundred twenty five + eighty one cents

BID SUMMARY			
Item	**Description**		**Price**
	Base Bid	$	1,744,815.00
A.	Alternate No. 1	$	116,993.12
B.	Alternate No. 2	$	13,359.25
C.	Alternate No. 3	$	29,847.06
D.	Alternate No. 4	$	8731.21
E.	Alternate No. 5	$	(11,250.00)
F.	Alternate No. 6	$	6306.65
G.	Alternate No. 7	$	8447.38
H.	Alternate No. 8	$	95,962.25
I.	Alternate No. 9	$	
J.	Alternate No. 10	$	
K.	Alternate No. 11	$	
L.	Alternate No. 12	$	16,725.81
	TOTAL PROJECT COST:	$	1,924,240.00

Use words – spell out Total Project Cost: one million nine hundred twenty four thousand two hundred forty dollars + no/100.

SPECIAL REQUIREMENTS:

- Working hours are 7am to 5pm weekdays, excluding holidays.

NOTE:

The basis for award will be the lowest responsive bid for item A or item A plus one, some, none, or all alternates. The City reserves the right to choose any or none of the alternates.

The undersigned Bidder, having examined the Contract Documents and the jobsite at which the work will be performed, and having full knowledge of the conditions under which the work must be accomplished, hereby proposes that he will enter into a Contract Agreement with the City of Aurora and furnish all labor, materials and

equipment required to successfully complete the project in accordance with the terms and conditions required by the Contract Documents for the prices contained in this Proposal.

The Bidder acknowledges that the contract time for completion of the work on this project shall be completed within one hundred ninety-five (195) consecutive calendar days, plus ten (10) for mobilization, from and including the date of the Notice to Proceed.

The Bidder agrees that he will, if awarded a Contract by the City of Aurora, commence and complete the work within the time limits established by and in accordance with the Terms and Conditions set forth in the Contract Documents.

The Bidder certifies that he has verified the unit and total prices in relation to the estimated quantities and that these prices are correct and that the City of Aurora will not be responsible for any errors or omissions on the part of the Bidder.

The Bidder acknowledges that all bids shall remain subject to acceptance by the City of Aurora for a period of sixty (60) days from the bid opening date.

The Bidder certifies that this Proposal is genuine and made in behalf of the Bidder and not any other person or firm not identified in this Proposal. The Bidder also certifies that he has not, directly or indirectly, induced or solicited any other person or firm to refrain from bidding or to submit a Proposal that is not genuine. The Bidder also certifies that he has not in any manner sought by collusion to secure an advantage over any other person or firm that may submit a Proposal to accomplish the work on this Project.

In submitting this Proposal, it is understood that the City of Aurora reserves the right to reject all bids, to waive irregularities and inconsistencies in the Proposal, and to select the Proposal which is considered to be in the best interest of the City of Aurora.

Respectfully Submitted,

Signature: _____
Name: Eric Crownover
Title: President
Date: _____

Business Data of Bidder

- [x] 1. Corporation existing under the laws of the State of Colorado
- [ ] 2. Partnership
- [ ] 3. Sole Proprietor

_____ Owner/President/Partner

_____ Vice-President/Partner

_____ Secretary/Partner

_____ Treasure/Partner

The Surety listed below has indicated its willingness to provide the Performance and Payment Bond if a Contract is awarded to our firm to perform the work on this project.

EXHIBIT B

DOCUMENTATION SUBMITTED BY CONTRACTOR PRIOR TO NOTICE OF AWARD

NAICS CODE FORM

Project / Bid # 1946 / 5791A

Please provide us with the information requested below to help us do a better job of soliciting City of Aurora requirements:

The North American Industry Classification System (NAICS) code for this award is 237990.

The small business size standard the City of Aurora designates for this award is
19.75 million ☒**U.S. dollars** ☐**Employees**

Identify the business size status of your firm based on the above small business size standard:

- ☐ Large Business
- ☒ Small Business Enterprise

Please identify if your firm is in one of the following categories:

- ☐ Minority-owned vendor
- ☐ Woman-owned vendor
- ☐ Minority/woman-owned vendor
- ☐ Veteran
- ☐ Disabled Veteran
- ☒ Other

From what source did you learn about this solicitation to which you are now responding?

- ☐ Website (www.auroragov.org/business)
- ☐ Newspaper (please name the paper); _____
- ☐ Fax;
- ☐ Automatic notice by E-mail;
- ☐ Telephone call from buyer;
- ☒ Other (please describe): Bidnet

Company name, address, phone #, e-mail and point of contact preparing this information.

TCCorporation
609 Gyrfalcon Ct. Unit D, Windsor, CO 80550
ecrownover@tcccorp.net
970-460-0583

EXHIBIT C

PERFORMANCE BOND

City of Aurora

PERFORMANCE BOND

Bond Number: PB12266800267

Project / Bid Number: 1946 / 5791A

Project Title: Parklane Pool and Bathhouse Improvements

Contractor: ("Principal"): TCC Corporation

Located at: 609 Gyrfalcon Ct., Unit D, Windsor, CO 80550

Telephone (970) 460-0583

Fax: (970) 460-0871

E-mail address: sglaser@tcccorp.net

Surety: Philadelphia Indemnity Insurance Company

Licensed to do business as a SURETY in the State of Colorado (the "Surety"),

Located at: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-1403

Telephone: (610) 617-7900

Fax:

E-mail address: jake.sitzmann@phly.com

The Principal & Surety as identified above jointly and severally, bind themselves, their heirs, personal representatives, successors and assigns to the City of Aurora, Colorado, 15151 East Alameda Parkway, Aurora, Colorado, 80012, as obligee in the penal sum of **ONE MILLION, SEVEN HUNDRED FORTY-SIX THOUSAND, FOUR HUNDRED SIXTY-SIX AND 21/100 DOLLARS ($1,746,466.21)** as adjusted by approved change orders (not to exceed 20% of principal bond amount unless expressly approved by the Surety) for the performance, (including liquidated damages) for the Construction Agreement dated **October 20, 2020.**

The Surety guarantees and is obligated to the City, to the dollar amount of the Bond for:

A. All obligations and responsibilities of the Contractor arising from the terms and conditions of the Contract, including payment of liquidated damages, correction of defective work and completion of punch list items.

B. Costs incurred by the City for negotiations and settlement of claims with subcontractors where the Principal is in default.

C. Actual damages if Liquidated Damages are not specified.

D. Additional design, legal and delay costs incurred by the City for the default of the Principal or for the Surety's failure to act.

The Surety hereby agrees, that whenever the Principal is declared by the City to be in default, the Surety shall at the option of the City and in not more than 15 days:

(1) Promptly remedy the default; or

(2) Promptly complete the Contract according to terms; or

(3) Arrange for a contract with another contractor for the completion of the Contract that shall include the following:

a) Promptly obtaining fixed price proposal(s) for completing the Contract;

b) Receiving City approval for the selected contractor, such approval shall not be unreasonably withheld by the City;

c) Making sufficient funds available to pay for the cost of completion of the Contract.

The Surety may not engage the Principal to complete the Contract without written approval of the City.

The Principal and Surety agree that any modifications or changes, including any extension of time, to the terms and conditions of the Contract or any other forbearance shall not in any way release or affect the Surety's liability.

The Surety waives notice of any modifications or changes including any extension of time to the Construction Contract or any related purchase orders.

This obligation shall be null and void, if the Principal has promptly performed all term, conditions and any other modifications or changes granted by the City, as approved by the City, otherwise this obligation shall remain effective.

The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for payments made by the Surety.

Any suit or legal action commenced subject or relating to this Bond shall be in a Court of competent jurisdiction in the State of Colorado.

Signed and sealed this 20th day of October, 2020.

THE PRINCIPAL

TCC Corporation

By s/: B

Name: Brian Crownover

Title: Vice President

ATTEST:

SURETY Philadelphia Indemnity Insurance Company

Signature / Attorney-in-fact: Sarah C Brown

Name: Sarah C. Brown, Attorney-in-Fact

Local Agent: Holmes, Murphy and Associates, LLC

Address: 7600 East Orchard Road, Suite 230 South

Greenwood Village, CO 80111

EXHIBIT D

PAYMENT BOND

City of Aurora

PAYMENT BOND

Bond Number: PB12266800267

Project / Bid Number: 1946 / 5791A

Project Title: Parklane Pool and Bathhouse Improvements

Contractor: ("Principal"): TCC Corporation

Located at: 609 Gyrfalcon Ct., Unit D, Windsor, CO 80550

Telephone: (970) 460-0583

Fax: (970) 460-0871

E-mail address: sglaser@tcccorp.net

Surety: Philadelphia Indemnity Insurance Company

Licensed to do business as a SURETY in the State of Colorado (the "Surety"),

Located at: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-1403

Telephone:

Fax: (610) 617-7900

E-mail address: jake.sitzmann@phly.com

WHEREAS, the above-named Principal and Surety have executed a Contract (including all appendices) dated **October 20, 2020** for construction of the above **Project No. 1946 / 5791A** and WHEREAS, this Bond is entered into in connection with the Contract.

The Principal and Surety jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the City of Aurora, Colorado, 15151 East Alameda Parkway, Aurora, Colorado, 80012, to pay for all labor, materials, and equipment furnished for use in the performance of the Construction Contract referenced in the penal sum of **ONE MILLION, SEVEN HUNDRED FORTY-SIX THOUSAND, FOUR HUNDRED SIXTY-SIX AND 21/100 DOLLARS ($1,746,466.21)** in lawful money of the United States, for the payment of which is to be made to the Obligees.

"Materials and equipment" shall include but not be limited to, utility, telephone, oil, gas, water services or rental equipment used in the performance of the Contract or in any item pursuant to which a verified statement of claim could be asserted.

Should the Principal or the Principals subcontractors fail to duly pay for any labor, materials team hire, services, provisions, patent infringements, supplies, or to pay any person who provides any rental machines, tools or equipment used or consumed by Principal or the Principals subcontract in the performance of the contract the Surety shall pay the unpaid amounts, not exceeding the sum specified in this Bond together with an interest rate of twelve per cent per annum, in accord with Colorado State Law, Section 38-26-106 C.R.S..

The Principal and Surety agree that any modifications or changes which may be made to the terms and conditions of the Contract or any extension of time for the performance of the Contract or any forbearance on the part of the City or the Principal, to each other, shall not in any way release the Principal and the Surety. Notice to the Surety of any such changes or extensions or forbearance is expressly waived by the Surety.

The obligation to the owner shall be null and void if the Principal and Surety:

(1) Defends, indemnifies and saves harmless the City from all claims and costs, demands, liens or suits by any person or entity whose claim, demand lien or suit is for the payment of all labor, materials equipment, services, and patent infringements, relating to, used or furnished for the performance of the Construction Contract; and

(2) Promptly made payment, for all sums due any claimant who has a direct contract with the Principal or with a subcontractor of the Principal.

This obligations arising from this Bond to any claimants who have a direct contract with the Principal or the Principal's subcontractors shall be null and void if the Contractor makes payment for all outstanding sums that are due.

Any suit, claim or legal proceedings commenced by a Claimant pursuant to this Bond shall be in a court of competent jurisdiction in the State of Colorado.

This Bond shall be effective the 20th day of October, 2020.

THE PRINCIPAL

TCC CORPORATION

By s/: BL

Name: BRIAN CROWNOVER

Title: VICE PRESIDENT

ATTEST:

SURETY Philadelphia Indemnity Insurance Company

Signature / Attorney-in-fact: Sarah C Brown

Name: Sarah C. Brown, Attorney-in-Fact

Local Agent: Holmes, Murphy and Associates, LLC

Address: 7600 East Orchard Road, Suite 230 South

Greenwood Village, CO 80111

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Todd D. Bengford, Mark Sweigart, Donald E. Appleby, Sarah C. Brown and Ashlea McCaughey of Holmes Murphy and Associates,LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of October, 20 20.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

EXHIBIT E

INSURANCE REQUIREMENT(S) AND CERTIFICATE(S) OF INSURANCE

Insurance Requirements
CONSTRUCTION
Lower Limits

The Contractor providing services under this agreement will be required to procure and maintain, at its own expense and without cost to the City of Aurora, until final acceptance by the 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 Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on a per occurrence basis against claims for bodily injury (including death) and property damage (including loss of use) and products and completed operations coverage for a period of one (1) year after completion of the Work. Coverage will include personal injury liability with employee and contractual exclusions deleted, XCU (Underground, Collapse & Explosion) coverage endorsed and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

$1,000,000 each occurrence
$2,000,000 general aggregate
$2,000,000 products and completed operations

Commercial Automobile Liability Insurance. The Contractor shall maintain commercial automobile insurance 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 Contractor 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 Contractor 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. Contractor will maintain an Umbrella/Excess Liability insurance policy on an occurrence basis in excess of the general liability coverage specified above, with minimum limits of $2,000,000 per occurrence. The coverage shall be as broad as the underlying general liability policy set forth above. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Subcontractor's Insurance. It shall be the responsibility of the vendor/contractor to ensure that subcontractors maintain:

a. **Commercial General Liability insurance** with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate and shall name the City of Aurora as an additional insured; and
b. **Worker's Compensation Insurance** with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and;
c. **Employers Liability Insurance** with minimum limits of: $500,000 bodily injury for each accident, $500,000 bodily injury by disease each employee and $500,000 bodily injury disease aggregate.

The Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance. The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured. The Contractor shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement for the Commercial General Liability, Auto Liability and Excess Liability insurance policies and the certificate of insurance will include this specific language along with a copy of the endorsement.

Certificates of Insurance. Upon the execution of this Agreement, the Contractor shall provide certificates of insurance to the City of Aurora demonstrating that the minimum coverages required herein are in effect. Contractor 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 Contractor's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Contractor shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Contractor 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.

Insurance Primary Not Contributory. The Contractor's policies will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

Self Insurance/Deductible. If the Contractor has any self-insured retentions or deductibles under any of the required policies, the Contractor must reflect these amounts on the Certificate(s) of Insurance. If requested, the Contractor will provide satisfactory evidence of financial responsibility for such obligations. In any event, Contractor will be solely responsible for any self-insured retentions deductibles.

TCCCORP-01 BPAULING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brooke Pauling	
Renaissance Insurance Group PO Box 478 Windsor, CO 80550	PHONE (A/C, No, Ext): (970) 545-3592	FAX (A/C, No):
	E-MAIL ADDRESS: brooke@reninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Co.	39926
INSURED	INSURER B : Pinnacol Assurance	41190
TCC Corporation PO Box 567 Windsor, CO 80550	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	S 2322362	12/15/2019	12/15/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	S 2322362	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			S 2322362	12/15/2019	12/15/2020	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	4021079	7/1/2020	7/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Leased/Rented Equip			S 2322362	12/15/2019	12/15/2020	$1,000 Ded	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project #1946/5791A - Parklane Pool & Bathhouse Improvements

If required by written contract or agreement, the City of Aurora, its elected and appointed officials, employees, agents and representatives are included as additional insured on a primary & non-contributory basis with respect to General Liability & Auto Liability. A waiver of subrogation applies in favor of the additional insureds with respect to General Liability, Auto Liability, & Workers' Compensation. Umbrella follows form.

CERTIFICATE HOLDER	CANCELLATION
City of Aurora Building Division 15151 E Alameda Pkwy Ste 2400 Aurora, CO 80012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brooke Pauling

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PURCHASING ACTIVITY - WEEKLY REPORT TO CITY COUNCIL
Week of October 12, 2020

The procurement actions in this report are for the review of City Council. If a Council member desires any of the items that are subject to call-up to be added to a Council agenda, please notify Terri Velasquez, Director of Finance, (303) 739-7780 or tvelasqu@auroragov.org, by 4:00 p.m. on Thursday, October 15, 2020. If there is a contract over $500,000.00 that a Council member wishes to have submitted on Council agenda, please notify Terri Velasquez by 4:00 p.m. on Thursday, October 15, 2020.

If you have any questions or concerns, please contact Bryn Fillinger at 303-739-7501 or Terri Velasquez at 303-739-7780.

ITEM	# OF ACTIONS
Subject to Call-Up by City Council:	
Awards $25,000.00 - $49,999.99	2
Awards $50,000.00 - $2,000,000.00 for which at least three bids were received, the lowest responsive bidder was selected, and no bid protest was filed	1
Awards $50,000.00 - $2,000,000.00 and not based on lowest dollar basis (usually awards driven by qualifications rather than price)	0
Change Orders and Amendments $25,000.00 to $99,999.99 where the cumulative total of all change orders to the contract does not exceed $100,000.00	0
Miscellaneous Approvals Subject to Call-Up:	
Miscellaneous Approvals	0
Miscellaneous Approvals Not Subject to Call-Up:	
Miscellaneous Approvals	1
Change Orders Not Subject to Call-Up:	
Change Orders and Amendments Less Than $25,000.00	2
Emergency Awards, Change Orders and Amendments	4

Prepared by Purchasing Services

AWARDS $50,000.00 - $2,000,000.00 subject to call-up for which at least three bids were received, the lowest responsive bidder was selected, and no bid protest was filed:

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID / RESULTS
VERIZON WIRELESS LLC **GREENWOOD VILLAGE, CO** Dept: IT	Award a competitively bid contract for the purchase of 240 each Apple iPad tablets for the Water Department. These devices will replace existing older tablets and standardize on one operating system for more efficient operation of Water applications. *When Aurora piggy-backs off another government agency's competitive bid it is treated the same as if it were our own bid. 2-679*	$110,397.60	State of Colorado Agreement #72551YYY05M/ NASPO
TCC CORPORATION **WINDSOR, CO** Dept: Public Works	Award a competitively bid contract to TCC Corporation. in the amount of $1,746,466.21 for the Parklane Pool and Bathhouse Improvements Project. The proposed award is within the appropriated budget that was set aside for this project and will include cost for base bid and alternate #1, 2, 4, 5, 7, 8B, 8E, and 9A-F. City staff has reviewed TCC Corporation's bid for the project and considers their overall bid to be fair and reasonable. The Invitation for Bid solicitation for this project required all bidders to submit a bid bond for guaranteeing their bid offers, and the proposed contract includes provisions for assessing liquidated damages to protect the City in the event the project is not completed on time. *This award is the result of a competitive bid where the City received at least 3 bids. This award meets all the conditions set by Code for administrative award. 2-672-(9), (3), (2)*	$1,746,466.21	5791A TCC Corporation $1,746,466.21 McCauley Constructors $1,864,689.81 Calahan Construction Services $1,902,957.00 Growling Bear Co. Inc. $1,925,793.00 Bassett & Associates $1,947,495.00 MW Golden Constructors $2,024,981.00 A.D Miller Construction Services $2,077,339.18

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

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID / RESULTS
DATAMANUSA **ENGLEWOOD, CO** Dept: IT	Extend an openly solicited contract for annual contract technical services personnel to support the Accela Workflow Management System (programming and project management) through July 31, 2021. This represents the second and final extension period for this contract. The vendor will charge the same hourly rates as proposed in 2018. The June 2020 Municipal Cost Index shows a decrease of .02% since that time; therefore, the proposed rates are considered to be fair and reasonable. *Purchases where a vendor offers to extend an existing contract under the same terms and conditions within current market pricing are authorized to be awarded through noncompetitive negotiations. 2-674-2*	$161,000.00	R-1855

MISCELLANEOUS APPROVALS, not subject to call up:

DEPARTMENT/DIVISION	DESCRIPTION OF APPROVAL ACTION
BT CONSTRUCTION **HENDERSON, CO** *This change order is being reported in accordance with City Code Section 2-676 (II) (b) (4), which states that for construction and design-build contracts change orders issued within the contingency amount will be reported to City Council in the "Purchasing Services Weekly Report of Actions".* Dept: Water	**First Creek Interceptor Project, Project No. 5655A** Change Order #3 to a competitively bid contract for the **First Creek Interceptor Project** for additional City-requested work discovered during construction that is needed to complete the project. Additional funds are required to cover the estimated cost for additional time a flagger is now required on site per Union Pacific Railroad while work is performed in their right-of-way. The total of all the costs associated with completing the additional work is in the not-to-exceed amount of $167,487.60. Funding for completing this additional work will come from the available contingency of $243,515.49 that is set aside for this project. The costs associated with the additional work are comparable to the other costs/bid line items for this project where similar services were also required to be performed. Based on the above, the cost for performing the additional work is deemed to be fair and reasonable. This Change Order #3 increases the not-to-exceed amount of the contract by $167,487.60 from $6,728,331.21 to $6,895,818.81. PO# 19P0814K

CHANGE ORDERS and AMENDMENTS not subject to call-up and which are less than $25,000.00 and the cumulative total of all change orders or amendments does not exceed $100,000.00:

COMPANY/ DESCRIPTION OF CHANGE ORDER	CHANGE ORDER NUMBER	CHANGE ORDER AMOUNT	PREVIOUS CHANGE ORDERS	TOTAL TO DATE	AWARD NUMBER
KIMLEY-HORN AND ASSOCIATES INC **DENVER, CO** Amendment to an openly solicited contract for additional construction services, design work, onsite meetings and punch list review for Red-Tailed Hawk Park. In total, an additional 43 hours of time was needed to complete these tasks. Pricing is in accordance with the original contract pricing; therefore, it is considered to be fair and reasonable. *This Amendment is within the original scope of the contract and is appropriate for consideration under the City code.* Dept: Public Works	2	$5,100.00	$9,400.00	$38,700.00	18P0935
INTERMOUNTAIN LOCK & SECURITY **DENVER, CO** Change order to competitively bid contract for door hardware, including handsets (electrified and not), hinges, closures, power supplies, card readers, etc. as required through December 31, 2020. The additional funding is needed as the City has seen an increase in door hardware requests due to aging hardware and a significant increase in requests for better security on facility doors. Pricing remains the same as the initial award under General Services Administration (GSA) contract #GS-07F-0239W. Therefore, the price is considered to be fair and reasonable. *This Change Order is within the original scope of the contract and is appropriate for consideration under the City Code. 2-676* Dept: Public Works/Facilities	1	$21,000.00	$0.00	$70,000.00	20P0024B

REPORT OF EMERGENCY AWARDS, CHANGE ORDERS and AMENDMENTS: Includes all procurement actions awarded to support immediate operational priority requirements.

AWARD NUMBER	COMPANY/DESCRIPTION OF AWARD	AWARD AMOUNT	CODE SECTION
20P1023 Dept: IT	**PRESIDIO NETWORKED SOLUTIONS** **CENTENNIAL, CO** Three (3) each Palo Alto Firewalls for Aurora Recreation Centers with 1GB internet capacity to function as learning centers for students. Pricing is based on a State of Colorado Agreement. Due to use of CARES funding and the associated deadlines, the purchase was deemed to be an emergency purchase. *City Code provides that the City Manager or Deputy City Manager of Administrative Services is empowered to authorize purchases to be designated as emergency purchases, and processed as expeditiously as possible without competition, regardless of the dollar amount.*	$39,199.20	*2-675*
20P1033 Dept: Public Works/ Facilities	**EAP GLASS SERVICE LLC** **LITTLETON, CO** An emergency purchase for twenty-five (25) replacement windows that were broken during protests on July 26, 2020. Pricing includes delivery and installation labor. Due to the need to replace the windows as soon as possible for employee and public safety and the long lead-times for the custom glass, this was considered to be an emergency purchase. *City Code provides that the City Manager or Deputy City Manager of Administrative Services is empowered to authorize purchases to be designated as emergency purchases, and processed as expeditiously as possible without competition, regardless of the dollar amount.*	$42,155.00	2-675
20P1027 Dept: IT	**DECCAN INTERNATIONAL** **SAN DIEGO, CA** Analytical software tool for Fire response placements and station locations. Fire has already installed decision support software from Deccan. Pricing is based on a cooperative agreement from National Purchasing Partners. Due to use of CARES funding and the associated deadlines, the purchase was deemed to be an emergency purchase. *City Code provides that the City Manager or Deputy City Manager of Administrative Services is empowered to authorize purchases to be designated as emergency purchases, and processed as expeditiously as possible without competition, regardless of the dollar amount.*	$159,600.00	*2-675*

REPORT OF EMERGENCY AWARDS, CHANGE ORDERS and AMENDMENTS: Includes all procurement actions awarded to support immediate operational priority requirements. (Continued)

AWARD NUMBER	COMPANY/DESCRIPTION OF AWARD	AWARD AMOUNT	CODE SECTION
20P1032 Dept: IT	**KODAMA GROUP** **PARKER, CO** Five hundred (500) each HP laptops to support Aurora staff working remotely. This purchase replaces the City's earlier order, which was damaged in transit. Pricing is based on a cooperative agreement from the State Purchasing Office. Due to use of CARES funding and the extreme lack of laptop supplies, the purchase was deemed to be an emergency purchase. *City Code provides that the City Manager or Deputy City Manager of Administrative Services is empowered to authorize purchases to be designated as emergency purchases, and processed as expeditiously as possible without competition, regardless of the dollar amount.*	$413,500.00	*2-675*

CITY OF AURORA
Council Agenda Commentary

Item Title: A RESOLUTION of the City Council of Aurora, Colorado, APPROVING an Intergovernmental Agreement for Exchange (Trade) of Water between the City of Aurora, Colorado, Acting by and through its Utility Enterprise and the South Adams Count Water and Sanitation District
Item Initiator: Dawn Jewell, South Platte Basin Water Resources Supervisor
Staff Source/Legal Source: Alexandra Davis, Deputy Director Water Resources / Stepnanie Neitzel, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.3--Pursue a water resource aquisition and delivery plan

COUNCIL MEETING DATES:

Study Session: n/a

Regular Meeting: 5/10/2021

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.)***

On December 8, 2003, City Council approved a resolution ratifying, affirming, and declaring the City of Aurora's Intent to appropriate and to put to beneficial use, water rights and water storage rights in the South Platte River basin.

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

South Adams County Water and Sanitation District, acting by and through its Activity Enterprise (SACWSD) and the City of Aurora, acting by and through its Utility Enterprise, have negotiated a trade of water rights in the South Platte River Basin which is mutually beneficial to both parties. This trade will take place in two phases: an initial closing and a true up closing.

In the initial closing, Aurora is trading (to SACWSD) 20 shares of the Burlington Ditch, Reservoir, and Land Company ("Burlington"), 1 share of the Wellington Reservoir Company ("Wellington"), and 156 shares of the Fulton Irrigation Ditch Company ("Fulton"). Aurora's initial trade is estimated to be equivalent to 351.3 acre feet of consumptive use. Of the shares Aurora is trading, only one Burlington and one Wellington have been quantified in Water Court and none of it has been changed for Municipal use.

In the initial closing, SACWSD is trading (to Aurora) 175 shares of the Lupton Meadows Ditch Company which have been quantified and changed to Municipal use in Water Court. These shares yield 282.5 acre feet of consumptive use. Upon closing the initial trade, SACWSD will initiate a Water Court application to quantify and change the shares from Aurora for Municipal use.

Once SACWSD has obtained a Water Court Decree for the water received from Aurora, Aurora and SACWSD will initiate a true up closing which will either involve SACWSD trading more of their changed Lupton Meadows Ditch Company shares to Aurora to equal the amount of consumptive use received in the Water Court decree, or in the unlikely event that the water traded to SACWSD does not amount to 282.5 acre feet of consumptive use in Water Court, then Aurora will pay to SACWSD $20,000 per acre foot to make up for the shortfall in consumptive use.

As additional consideration for the SACWSD shares, which includes shifting some of the Water Court expenses and risk to SACWSD, Aurora will grant to SACWSD capacity in one or more augmentation stations with outlets above the confluence of Little Dry Creek and the South Platte River. Initially, the capacity will be 4 cubic feet per second until such time as Aurora has constructed it's own augmentation stations and then capacity will be increased up to 9 cubic feet per second. This amount is equivalent to SACWSD's remaining Lupton Meadows Ditch Company shares and will be adjusted based on SACWSD's remaining Lupton Meadows Ditch Company share ownership over time. This agreement will last in perpetuiety or until SACWSD no longer owns Lupton Meadows Ditch Company shares. SACWSD will pay a fee annually for the use of the augmentation station(s).

Aurora's Everist Complex is adjacent to and surrounding the ditch system which delivers the Lupton Meadows Ditch Company shares, putting this water directly in a beneficial location for Aurora, while the Burlington, Wellington and Fulton shares are on the east side of the South Platte River and a distance from any existing Aurora infrastructure. Conversely, the Burlington, Wellington and Fulton ditches are adacent to SACWSD's infrastructure making them more ideal for SACWSD than the Lupton Meadow Ditch Company shares.

The initial closing will take place, subject to Council approval, no later than June 30, 2021.

QUESTIONS FOR COUNCIL

Does City Council approve this RESOLUTION approving an Intergovernmental Agreement for a Excahnge (Trade) of water between the City of Aurora, acting by and through its Utility Enterprise and the South Adams County Water and Sanitation District, acting by and through its Activity Enterprise?

LEGAL COMMENTS

The City Council may, by resolution, to enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for the furnishing or receiving of services. (City Charter Article 10-12). McKenney

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: In the unlikely event that funding for this trade is needed during the True Up Closing, funding will be from the Capital Improvement Program, Water Fund, in the amount of $20,000 per acre foot of consumptive use as determined in the SACWSD Water Court decree.

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 FOR EXCHANGE OF WATER BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, ACTING BY AND THROUGH ITS SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT ACTIVITY ENTERPRISE

WHEREAS, the South Adams County Water and Sanitation District, acting by and through its South Adams County Water and Sanitation District Activity Enterprise ("SACWSD") owns certain shares of capital stock in the Lupton Meadows Ditch Company (the "SACWSD Shares"); and

WHEREAS, the City of Aurora, Colorado, acting by and through its Utility Enterprise ("Aurora"), owns certain shares of capital stock in the following ditch companies: (1) the Burlington Ditch, Reservoir and Land Company; (2) the Fulton Irrigation Ditch Company; and, (3) the Wellington Reservoir Company, (collectively, the "Aurora Shares"); and

WHEREAS, Aurora has determined that its operations would be better served by obtaining and using the SACWSD Shares in exchange for its Aurora Shares and SACWCD has determined that its operations would be better served by obtaining and using the Aurora Shares in exchange for its SACWSD Shares; and

WHEREAS, Aurora and SACWSD desire to enter into this Agreement under which Aurora will convey its Aurora Shares, along with associated appurtenances and certain augmentation station capacity it owns or controls, to SACWCD in exchange for SACWCD conveying its SACWSD Shares, along with associated appurtenances, to Aurora, with the expectation that the traded Aurora and SACWCD Shares have equal consumptive use yield (Decreed CU Yield); and

WHEREAS, because SACWCD will be required to obtain a Decreed CU Yield determination for the Aurora Shares in a water court proceeding, there may be: 1) a resulting shortfall in the Decreed CU Yield of the Aurora Shares requiring Aurora to pay a per acre-foot price for the Decreed CU Yield shortfall; 2) a resulting excess in the Decreed CU Yield for the Aurora Shares requiring SACWCD to convey certain additional Lupton Meadows Ditch Company shares to Aurora; and

WHEREAS, Section 10-6 of the Aurora City Charter pertaining to the restriction on the sale of water rights, specifically allows for Aurora to exchange water rights; 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 for Exchange of Water between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and the South Adams County Water and Sanitation District, acting by and through its South Adams County Water and Sanitation District Activity Enterprise, is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute, on behalf of Aurora, the Intergovernmental Agreement for Exchange of Water 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:

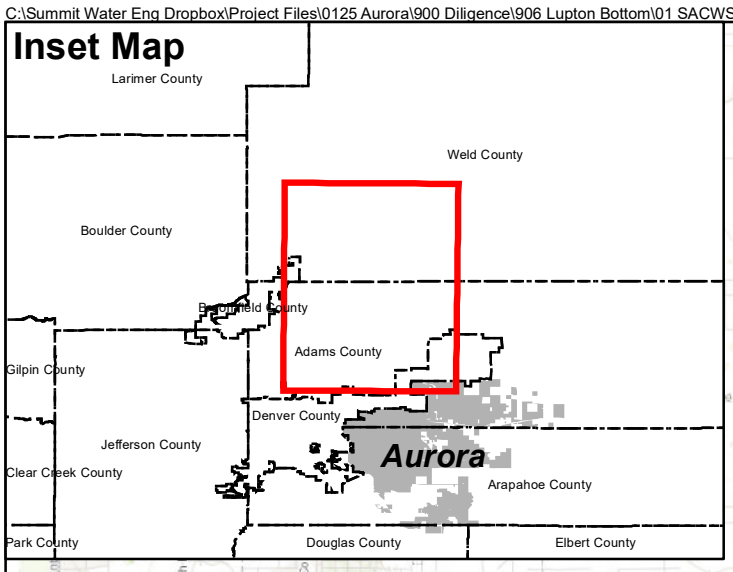
_____
Kadee Rodriguez, City Clerk

APPROVED AS TO FORM:

Stephanie Neitzel
_____
STEPHANIE J. NEITZEL, Assistant City Attorney

C:\Summit Water Eng Dropbox\Project Files\0125 Aurora\900 Diligence\906 Lupton Bottom\01 SACWSD Trade\GIS\Aurora_SACWSD_Trade-Farm_Locations.mxd Wednesday, March 3, 2021 02:24 PM

Inset Map



Legend

- Farm Locations, Aurora Fulton Shares
- Farm Locations, Aurora Burlington/Wellington Shares
- Farm Locations, SACWSD Lupton Meadows Shares
- Burlington Ditch
- Fulton Ditch
- Lupton Bottom Ditch

Vincent
200 LMDC
Shares

Heit
100 LMDC
Shares

Welco
512 LMDC
Shares

LG Everist
25 LMDC
Shares

Diedrich
45 Fulton
Shares

Wilson
45 Fulton
Shares

Anders
15 Fulton
Shares

Hale
1 Fulton
Shares

Holton
20 Fulton
Shares

Kimmel
5 Fulton
Shares

McAlmond
25 Fulton
Shares

Breiding
1 Burlington, 1 Wellington
Shares

Nakata
14 Burlington
Shares

Brantner
5 Burlington
Shares

Fort Lupton

Brighton

Big Dry Creek

Fulton Ditch

Burlington Ditch

South Platte River

0 8,400 16,800 Feet

SUMMIT WATER·ENGINEERS·INC

AURORA/SACWSD Trade
Farm Locations

JOB NO: 0125.906.01

SCALE: 1:100,000

FIGURE NO. 1

INTERGOVERNMENTAL AGREEMENT
FOR EXCHANGE OF WATER

This INTERGOVERNMENTAL AGREEMENT FOR EXCHANGE OF WATER (this "Agreement") is made _____ __, 2021, 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 ("Aurora"), and SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, a Colorado Special District, acting by and through its SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT ACTIVITY ENTERPRISE ("SACWSD"). Aurora and SACWSD shall each be referred to as a "Party" and collectively as the "Parties".

RECITALS

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

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

C. SACWSD owns and operates a municipal water supply system that provides water for over 50,000 residents within its service area that covers 65 square miles entirely within Adams County. SACWSD operates pursuant to 32-1-101, *et seq*., C.R.S. for the purpose of constructing, operating and maintaining certain public facilities and improvements, in accordance with its statement of purposes, as it may be amended from time to time.

D. Aurora owns certain shares of capital stock in the following ditch companies: (i) the Burlington Ditch, Reservoir and Land Company ("Burlington") such shares, the "Burlington Shares"; (ii) the Fulton Irrigation Ditch Company ("Fulton") such shares, the "Fulton Shares"; and (iii) the Wellington Reservoir Company ("Wellington"), such shares, the "Wellington Shares" all as more particularly described in the chart below (the "Aurora Shares Summary"). The Burlington Shares, the Fulton Shares and the Wellington Shares are herein each referred to as an "Aurora Share" and, collectively, as the "Aurora Shares". The Burlington, Fulton and Wellington are herein each referred to as an "Aurora Ditch Company" and, collectively, as the "Aurora Ditch Companies".

Aurora Shares Summary

Aurora Ditch Company	Change Case No.	Number of Shares	Current Certificate No.	Average Annual Farm Headgate Delivery (ac-ft)	Expected Average Annual Consumptive Use Credit (ac-ft)
Fulton	NA	156	3733 3821	604.9	Estimated

			3901 3918 3919 3920		273.5
Burlington	NA	19	003907	115.6	Estimated 73.1
Burlington	95CW227	1	003753	6.4	Decreed 4.1
Wellington	95CW227	1	1383	1.2	Decreed 0.6
Total					351.3

E. SACWSD owns certain shares of capital stock in the Lupton Meadows Ditch Company: (i) the Lupton Meadows Ditch Company shares representing shares in the Lupton Bottom Ditch Company ("LMDC-LBD") such shares, the "LMDC-LBD Shares"; and (ii) the Lupton Meadows Ditch Company shares representing shares in the Meadow Island No. 1 Ditch Company ("LMDC-MI#1") such shares, the "LMDC-MI#1 Shares" all as more particularly described in the chart below (the "SACWSD Shares Summary"). The LMDC-LBD Shares and the LMDC-MI#1 Shares are herein each referred to as a "SACWSD Share" and, collectively, as the "SACWSD Shares". The 592 LMDC-LBD Shares changed pursuant to Water Court case 01CW258 are referred to as the "Retained LMDC-LBD Shares." The LMDC-LBD and the LMDC-MI#1 are herein each referred to as an "SACWSD Ditch Company" and, collectively, as the "SACWSD Ditch Companies".

SACWSD Shares Summary

SACWSD Ditch Company	Change Case No.	Number of Shares	Current Certificate No.	Average Annual Farm Headgate Delivery (ac-ft)	Decreed Average Annual CU Credit (ac-ft)
Retained SACWSD Trade Shares					
LMDC-LBD	01CW258	512 Welco Farm	0728	1,087.4 combined with 80 LMDC-LBD Vincent Farm Shares changed in 01CW258 as described below	Decreed 546.6 combined with 80 LMDC-LBD Vincent Farm Shares changed in 01CW258 as described below
LMDC-LBD	01CW258	80 Vincent Farm	0728	1,087.4 combined with 512 Welco Farm Shares changed in 01CW258 as described above	Decreed 546.6 combined with 512 Welco Farm Shares changed in 01CW258 as described above
Initial SACWSD Trade Shares					
LMDC-MI#1	01CW258	120 Vincent Farm	0728	254.8	Decreed 140.5
LMDC-LBD	10CW304	125 Heit Farm (100) L.G. Everist (25)]	 0708 0729	229.6	Decreed 142
Total					829.1

F. Water derived from the Aurora Water Rights (as defined in Recital I below) has been used to irrigate the respective parcels of real property described on Exhibit A and depicted on Exhibit B1 and B2 (collectively, the "Aurora Historically Irrigated Land").

G. Water derived from the SACWSD Water Rights (as defined in Recital H below) has been used to irrigate the respective parcels of real property described on Exhibit C and depicted on Exhibit D (collectively, the "SACWSD Historically Irrigated Land" and, together with the Aurora Historical Irrigated Land, the "Historically Irrigated Land").

H. Aurora has determined that its operations would be better served by obtaining and using: (a) at the Initial Closing (as provided for and defined in Section 12 below), the SACWSD Water Rights identified on the chart above as the Initial SACWSD Trade Shares (the "Initial SACWSD Trade Shares"); and (b) at the True-Up Closing (as provided for and defined in Section 12 below), the True-Up Shares (as provided for and defined in Section 9 below), if any, the water derived there from, and all beneficial rights, title, and interests in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates, and all other assets, rights, title, or interests represented by the Initial SACWSD Trade Shares and the True-Up Shares (collectively hereinafter referred to as the "SACWSD Water Rights") and accordingly Aurora desires to obtain the SACWSD Water Rights, in exchange for the Aurora Water Rights (as defined in Recital I below) and Augmentation Station Capacity (as defined in Section 7 below).

I. SACWSD has determined that its operations would be better served by obtaining and using the Aurora Shares, the water derived there from, and all beneficial rights, title, and interests in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates, and all other assets, rights, title, or interests represented by the Aurora Shares (collectively with the Aurora Shares, hereinafter referred to as the "Aurora Water Rights") and the Augmentation Station Capacity and accordingly, SACWSD desires to obtain the Aurora Water Rights and Augmentation Station Capacity in exchange for the SACWSD Water Rights.

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, Aurora and SACWSD hereby agree as follows:

AGREEMENT

1. Effective Date. The "Effective Date" of this Agreement shall be the later of the date on which Aurora or SACWSD has executed this Agreement.

2. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Aurora agrees to sell, convey and assign the Aurora Water Rights and the Augmentation Station Capacity to SACWSD and, in exchange therefor, SACWSD agrees to sell, convey and assign the SACWSD Water Rights to Aurora.

3. Consideration. The consideration for the transactions contemplated under this Agreement is the conveyance from Aurora to SACWSD of the Aurora Water Rights and the Augmentation Station Capacity, the conveyance from SACWSD to Aurora of the

SACWSD Water Rights, and the assignments of Dry-Ups by the Parties as provided for herein, all as provided for herein.

4. Investigations.

(a) The Parties agree that in order to consummate the transactions contemplated by this Agreement: (i) title to the Aurora Water Rights must be unencumbered and marketable in Aurora so the Aurora Water Rights may be delivered free, clear and unencumbered in any way to SACWSD and that SACWSD's obligations to proceed to Closing under this Agreement are specifically conditioned and contingent on Aurora possessing such title at the time of Closing; and (ii) title to the SACWSD Water Rights must be unencumbered and marketable in SACWSD so the SACWSD Water Rights may be delivered free, clear and unencumbered in any way to Aurora and that SACWSD's obligations to proceed to Closing under this Agreement are specifically conditioned and contingent on SACWSD possessing such title at the time of Closing.

(b) The Parties further agree that each Party's obligations to proceed to Closing under this Agreement are specifically conditioned and contingent on the other party providing evidence of a reasonable means to assure cessation of the use of any of the Water Rights historically used on the applicable Historically Irrigated Land (in each case, such condition the "Dry-Up") and, accordingly, each Party must provide evidence of such Dry-Up for each Party's respective portions of the Historically Irrigated Land which Dry-Up may be satisfied by such means as approved by the other Party during the Due Diligence Period (as defined in Section 5 below). If such Dry-Up is evidenced by a covenant and or easement permitting or requiring the same (each, a "Dry-Up Covenant"); the Party or third-party granting such Dry-Up Covenant must, as of the date of such grant, have or have had sufficient right, title and interest in the applicable Historically Irrigated Land so as to be able to deliver sufficient right title and interest to the subject Dry-Up Covenant(s) subject only to those matters of title approved by the Party taking title to such prior to Closing.

(c) On or before the date which is 5 days after the Effective Date, each Party shall have delivered to the other the following: (i) a complete copy of the certificates for the shares representing such Party's Water Rights (front and back); (ii) recorded copies of any existing Dry-Up Covenants with respect to any portion of the Historically Irrigated Land attributable to such Party's Water Rights; and (iii) copies of any leases or other possessory interests held by third parties with respect to such Party's Historically Irrigated Land to the extent in the possession of such Party and written disclosure of any such leases or possessory interests of which such Party has knowledge. Additionally, upon request of either Party, the other Party will provide written consent in a form acceptable to the subject ditch company for any of such Party's shares representing the applicable Water Rights consenting to the requesting Party's review of such ditch company's records that relate to the ownership and status of the applicable shares.

(d) On or before the date which is 5 days after the Effective Date, Aurora shall have delivered to SACWSD any and all: (i) engineering reports, estimates, historical use affidavits or other documents in Aurora's possession or otherwise reasonably available to Aurora relating to or concerning the historical use of the Aurora Water Rights and the ground water levels under the Aurora Historically Irrigated Land, including the historical consumptive use and the historical stream depletions of the Aurora Water Rights; (ii) title commitments or title abstracts in Aurora's possession related to the Aurora Historically Irrigated Land or the Aurora Shares; (iii) any deed, stock certificate, contract or other instrument conveying or assigning the Aurora Historically Irrigated Land and/or the Aurora Shares to Aurora; (iv) any deed from any person or entity that conveyed to Aurora real property on which the Aurora Shares have been used; and (v) any dry-up covenant or agreement related to the Aurora Historically Irrigated Land.

(e) Each Party agrees it will be responsible for the costs of its own evaluation of any materials necessary to determine the status of the Water Rights and Historically Irrigated Land. Each Party hereby further consents to the other Party's lawful actions in obtaining information related to notes, mortgages, deeds of trust, encumbrances, liens, taxes or any other claims upon the Water Rights or Historically Irrigated Land. On or before the date which is 5 days after the Effective Date, each Party shall deliver to the other copies of all documents evidencing or constituting an encumbrance or that otherwise affects title to such Party's Water Rights or that would prevent the Party from conveying the subject Water Rights free and clear of all liens and encumbrances at Closing, if any. In addition, each Party and agrees to provide to such other Party such documents as the other Party may reasonably request to prove the Party holds good title to the subject Water Rights and that the same can be delivered free and clear of all liens and encumbrances at Closing.

(f) Notwithstanding any other provisions of this Agreement, if a Party does not have such free and unencumbered and marketable title in their respective water rights or is unable to deliver satisfactory Dry-Up Covenants as of the Initial Closing Date (as defined in Section 12(a) below), the other Party may terminate this Agreement, in which case the Parties will be released from their obligations hereunder. Notwithstanding any other provisions of this Agreement, if SACWSD does not have such free and unencumbered and marketable title in the True-Up Shares (as defined in Section 9(a)) or is unable to deliver satisfactory Dry-Up Covenants as of the True-Up Closing Date (as defined in Section 12(a) below), Aurora may either: (i) terminate this Agreement, in which case the Parties will be released from their obligations to close on the True-Up Shares; or (ii) proceed to the True-Up Closing and either, (A) waive such objections or defects in writing and/or (B) without limiting Aurora's remedies under this Agreement at law or in equity, require SACWSD to pay off or otherwise cure any such defect or encumbrance at the True-Up Closing.

5. Due Diligence Period. The due diligence period runs beginning on the Effective Date until the date which is 60 days thereafter (the "Due Diligence Period"). During the Due

Diligence Period, either Party may terminate this Agreement for any reason or no reason in which case such termination will not constitute a breach of a covenant or condition of this Agreement and will not constitute an event of default by Aurora or SACWSD under this Agreement. Either Party may, but shall not be required to, identify in writing any objections as to the other Party's right title or interest in the Water Rights or ability to deliver satisfactory Dry-Up Covenants as of the applicable Closing Date (each, an "Objection Notice"). A Party receiving an Objection Notice may, but shall not be required to, deliver, in such Parties Seller's sole discretion, a response stating whether and how such Party agrees to cure any or all of the objections raised in the Objection Notice on or before Closing. If the noticed Party elects to cure any objection, such Party shall cure such objection or objections on or before the applicable Closing. If the noticed Party fails to deliver a response, such Party shall be deemed to have elected not to cure any of the objections set forth in the applicable Objection Notice.

6. Dry-Up Covenant. At closing, each Party shall execute and deliver an assignment of any existing Dry-Up Covenant(s) applicable to the Historically Irrigated Land attributable to such Party's Water Rights substantially in the form attached hereto as Exhibit E (the "Form Assignment"). In connection with (a) SACWSD's conveyance of less than all of the SACWSD Shares attributable to a particular Dry-Up Covenant at the Initial Closing; or (b) SACWSD conveyance of less than all of the Retained SACWSD Trade Shares at the True-Up Closing (in either case a "Partial Dry-Up Assignment") the assignment of Dry-Up Covenants from SACWSD to Aurora shall include the alternative language regarding sharing of costs associated with dry-up and re-vegetation on a proportionate basis reflecting the Parties' percentage interest in the subject shares as provided for in the Form Assignment. With respect to any Partial Dry-Up Assignment granted at the True-Up Closing with respect to a Dry-Up Covenant that was also assigned pursuant to a Partial Dry-Up Assignment at the Initial Closing, the Parties shall amend the Partial Dry-Up Assignment to modify the percentage allocation of interest in such Dry-Up Covenant.

7. Augmentation Station Capacity. At the Initial Closing, the Parties shall enter into an agreement, substantially in the form attached hereto as Exhibit F (the "Augmentation Station Agreement"), pursuant to which Aurora will grant to SACWSD capacity in certain augmentation structures owned or controlled by Aurora or otherwise available for Aurora's use to permit SACWSD to measure and deliver water through said augmentation structures pursuant to the terms of the Augmentation Station Agreement (the "Augmentation Station Capacity").

8. Status of Water Rights.

   (a) Aurora Water Rights. SACWSD acknowledges and agrees that the Aurora Water rights are limited to irrigation use pursuant to the bylaws, rules and regulations of the applicable Aurora Ditch Companies except with respect to those shares identified as changed pursuant to the change case number 95CW227 in the Aurora Share Summary above and that SACWSD shall be solely responsible for the prosecution of any adjudication to change the use or location of use for all or any part of the Aurora Water Rights at its own cost and expense. SACWSD shall, pursuant to Section 9 below, make an application to the Water Court for

Division 1 (the "Water Court") to change the use and place of use of the Aurora Water Rights (the "SACWSD Water Court Change Case") following the Initial Closing. Aurora does not warrant or guaranty any particular historical consumptive use for the Aurora Water Rights nor the likelihood of any consumptive use available or a change in use or location of use under a decree from the Water Court or an administrative proceeding before the State Engineer. Aurora covenants and agrees to reasonably support and cooperate with SACWSD in the SACWSD Water Court Change Case at no material cost or expense to Aurora. Aurora further agrees not to oppose the SACWSD Water Court Change Case; provided, however that Aurora may file a statement of opposition in the SACWSD Water Court Change Case for the purpose of supporting the application.

(b) SACWSD Water Rights. Aurora acknowledges and agrees that the terms for the use and place of use for the SACWSD Water rights were changed pursuant to the Water Court change cases identified in the SACWSD Share Summary above and that Aurora shall be solely responsible for the prosecution of any adjudication to change the use or location of use for all or any part of the SACWSD Water Rights obtained pursuant to this Agreement at its own cost and expense. Aurora may, in its discretion, make one or more application(s) and related filings to the Water Court from time to time to change the use and place of use of the SACWSD Water Rights (the "Aurora Water Court Change Case(s)") owned by Aurora following the Initial Closing or the True-Up Closing. SACWSD does not warrant or guaranty any particular historical consumptive use for any of SACWSD Water Rights nor the likelihood of any consumptive use available or a change in use or location under a decree from the Water Court or an administrative proceeding before the State Engineer. SACWSD covenants and agrees to reasonably support and cooperate with Aurora in the Aurora Water Court Change Case(s) at no material cost or expense to SACWSD. SACWSD further agrees not to oppose the Aurora Water Court Change Case(s); provided, however that SACWSD may file a statement of opposition in the Aurora Water Court Change Case(s) for the purpose of supporting the application.

(c) Within 120 days after the Initial Closing, SACWSD shall file an application with the Water Court to remove the Initial SACWSD Trade Shares from the augmentation plan decreed in Case No. 01CW258. SACWSD's request to the Water Court to remove the Initial SACWSD Trade Shares from the augmentation plan decreed in Case No. 01CW258 may be included in the Water Court Change Case application. If SACWSD is required to convey any True-Up Shares then, within 120 days following the True-Up Closing, SACWSD shall file an application with the Water Court to remove the True-Up Shares from the augmentation plan decreed in Case No. 01CW258.

9. Post Initial Closing True-Up for Aurora Water Rights.

(a) Within 120 days after the Initial Closing, SACWSD shall file the SACWSD Water Court Change Case with the Water Court. Upon issuance of a final

unappealable decree for the SACWSD Water Court Change Case, if the Decreed CU Yield decreed in the SACWSD Water Court Change Case for the Aurora Water Rights exceeds the Decreed CU Yield of the Initial SACWSD Trade Shares, then the Parties shall schedule the True-Up Closing (as defined and provided for in Section 12(a) below) pursuant to which SACWSD will convey to Aurora a portion of the Retained LMDC-LBD Shares (the "True-Up Shares") such that the aggregate Decreed CU Yield of the True-Up Shares together with the Decreed CU Yield of the Initial SACWSD Trade Shares equals at least the Decreed CU Yield decreed in the SACWSD Water Court Change Case for the entirety of the Aurora Water Rights. True-Up Shares shall be first drawn from the Retained LMDC-LBD Shares that were historically used on the Vincent Farm. For purposes of determining the number of True-Up Shares, the term "Decreed CU Yield" shall mean: (a) with respect to the Aurora Water Rights the Decreed CU Yield shall be the average annual historical consumptive use credit attributable to the Aurora Water Rights that is usable by SACWSD under the final unappealable decree entered in the SACWSD Water Court Change Case but specifically excluding any Contingent CU Yield (as defined in this Section); and (b) with respect to the Initial SACWSD Trade Shares the Decreed CU Yield shall be the "Decreed Average Annual CU Credit" as set forth on the SACWSD Shares Summary above. By way of example, if the Decreed CU Yield of the Aurora Water Rights under the decree entered in the SACWSD Water Court Change Case was equal to the amount set forth under the Aurora Shares Summary (*i.e.*, 351.3 acre feet) then the number of True-Up Shares would be 75 of the Retained LMDC-LBD Shares. The Parties agree that the number of True-Up Shares shall be rounded up to the nearest whole number of shares. Notwithstanding the foregoing, if the a final decree in the Change Case is not issued on or before the date that the later of: (i) 7 years after the Initial Closing Date; or (ii) if a decree is issued in the Change Case before such date but is subject to an appeal then the date that is 3 years after the filing of such appeal (the "Outside Decree Date") then the Parties shall either, (i) agree to extend the True-Up Closing Date; or (ii) proceed to the True-Up Closing in which case the Decreed CU Yield for the Aurora Water Rights shall be deemed to be the greater of (A) the amount set forth under the Aurora Shares Summary (*i.e.*,351.3 acre feet) or (B) if the decree is subject to an appeal, the yield set forth in such decree. SACWSD and Aurora acknowledge that during SACWSD's prosecution of the SACWSD Water Court Change Case, there is the potential for some portion of the consumptive use credit attributable to the Aurora Water Rights to be temporarily reduced or conditioned on subsequent actions or occurrences as a means of preventing injury to other water rights from the change of the Aurora Water Rights (such reduced or conditioned yield, the "Contingent CU Yield"). SACWSD agrees that it will not consent to include terms in any final decree in the SACWSD Water Court Change Case that would condition the realization of any Contingent CU Yield on terms or conditions that cannot be definitively and finally satisfied, or not, for realization of the Contingent CU Yield without Aurora's written consent, which Aurora may provide or withhold in its sole discretion (the "Aurora Approved Contingent CU Yield"). SACWSD may include terms and conditions in any final decree in the

SACWSD Water Court Change Case that can be definitively and finally satisfied, or not, for realization of the Contingent CU Yield without Aurora's consent (the "Reclaimable Contingent CU Yield"). SACWSD shall present the terms for any Contingent CU Yield to Aurora prior to consenting to the incorporation of such terms in to a final decree in the SACWSD Water Court Change Case for Aurora's reasonable determination of whether such terms can be definitively and finally satisfied and, to the extent not, to consent or not to the inclusion of such terms as Aurora Approved Contingent CU Yield.

(b) At the True-Up Closing, the parties shall submit the certificate(s) for the Retained LMDC-LBD Shares to LMDC with a joint instruction letter (the "True-Up Joint LMDC Instruction Letter") from Aurora and SACWSD requesting the issuance of two new LMDC-LBD certificates by LMDC as follows: (i) one certificate will be issued in the name of Aurora for the True-Up Shares; and (ii) one certificate will be issued in the name of SACWSD for the remaining Retained LMDC-LBD Shares. If, as of the True-Up Closing, the final decree in the SACWSD Water Court Change Case provides for any Reclaimable Contingent CU Yield, the parties will proceed to the True-Up Closing and will, upon the definitive and final satisfaction of the terms and conditions for realization of any or all of the Reclaimable Contingent CU Yield from time-to-time, conduct another True-Up Closing to account for such additional CU Yield on the same terms and conditions as the initial True-Up Closing. Aurora acknowledges and agrees that SACWSD has no obligation to take any action whatsoever to satisfy the terms and condition for realization of any or all of the Aurora Approved Contingent CU Yield or Reclaimable Contingent CU Yield.

(c) If the sum of the Decreed CU Yield decreed in the SACWSD Water Court Change Case for the Aurora Water Rights plus the Reclaimable Contingent CU Yield (if any) (such amount, the "Adjusted CU Yield") is less than the Decreed CU Yield of the Initial SACWSD Trade Shares (such shortfall, the "CU Yield Shortfall"): (i) the Parties shall not hold a True-Up Closing; (ii) Aurora shall promptly pay to SACWSD an amount equal to the product of the applicable Shortfall Price as of the True-Up Closing Date multiplied by the acre feet or fraction of acre feet of the CU Yield Shortfall; and (iii) Aurora will promptly execute and deliver a quit claim assignment of its interest in the Retained LMDC-LBD Shares that was created pursuant to Section 10(a) of this Agreement. The "Shortfall Price" for any date shall be the sum of $20,000 as increased or decreased to reflect the same percentage change, if any, in the Index as of such date over the most recent Index proceeding the first day of the prior Annual Period. For purposes of determining the Shortfall Price: "Annual Period" shall mean each twelve (12) month period following the Initial Closing; and "Index" shall mean the Consumer Price Index, Denver-Boulder-Greeley, Colorado as reported by the U.S. Bureau of Labor Statistics or its successor index. If, and to the extent that any part of the consumptive use granted under the SACWSD Water Court Change Case is Reclaimable Contingent CU Yield, then, upon mutual agreement of the Parties that the conditions for the realization of all or any portion of the Reclaimable Contingent CU Yield will not be definitively and

finally satisfied and, therefore, shall no longer be considered Reclaimable Contingent CU Yield, Aurora shall deliver funds and deeds for such additional shortfall pursuant to the terms and conditions provided for in this Section 9.

10. Preservation of the 01CW258 LMDC-LBD Water Rights.

(a) At the initial Closing, SACWSD shall submit the certificate(s) representing the Retained LMDC-LBD Shares to LMDC-LBD for re-issuance of a new certificate identifying Aurora's interest in the Retained LMDC-LBD Shares as provided for under this Agreement in records of LMDC-LBD and with a legend on the face of the certificate reading as follows: **THE SHARES AND WATER RIGHTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE RIGHTS AND INTERESTS OF THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE PURSUANT TO THAT CERTAIN INTERGOVERNMENTAL AGREEMENT FOR EXCHANGE OF WATER DATED _____ __, 2021**.

(b) From and after the Initial Closing Date through the True-Up Closing Date SACWSD shall maintain its interests in the Retained LMDC-LBD Shares and preserve the value of all rights under those shares for the benefit of Aurora's interest in the True-Up Shares. Without limiting the foregoing, during such period, SACWSD shall pay all assessments due on the Retained LMDC-LBD Shares and use the shares in compliance with the terms of 01CW258.

(c) At the Initial Closing, the parties shall submit the certificate(s) for the Retained LMDC-LBD Shares to LMDC with a joint instruction letter (the "Joint LMDC Instruction Letter") from Aurora and SACWSD requesting the issuance of a new LMDC-LBD certificate for share represented by the Retained LMDC-LBD Shares with the legend provided above and the modification of the LBD's records to reflect such legend.

11. Escrow. The Parties intend to use the services of the Escrow Agent (as defined in Section 12(a) below) to facilitate the closings under this Agreement. The Parties will cooperate to jointly develop and agree upon escrow instructions consistent with the Escrow Agent's standard terms (each a "Joint Closing Escrow Instruction Letter") no later than 14 days prior to the date of each closing under this Agreement.

12. Closings.

(a) Closing Dates. The closing of the transactions contemplated under this Agreement (each a "Closing") will occur in two phases. The first phase Closing (the "Initial Closing") is scheduled to occur on the day that is 30 days following the end of the Due Diligence Period or such other date as mutually agreed to by the Parties (the "Initial Closing Date") at the offices of Land Title Guarantee Company at 3033 East First Avenue, Suite 600, Denver, CO 80206 or such other escrow agent as the Parties may mutually agree ("Escrow Agent"). The second phase Closing (the "True-Up Closing") is scheduled to occur on the date that is 60 days following the earlier of the date of the Water Court's issuance of a final

unappealable decree for in the SACWSD Water Court Change Case or the Outside Decree Date (the "True-Up Closing Date") at the offices of the Escrow Agent or such other place as the parties agree.

(b) Initial Closing Deliveries.

(i) *Aurora Deliveries*. On or before the Initial Closing Date, Aurora shall deliver to the Escrow Agent each of the following items:

(1) The original certificate(s) for the Aurora Shares;

(2) One or more executed special warranty deeds conveying the Aurora Water Rights from Aurora to SACWSD free and clear of all liens and encumbrances substantially in the form attached hereto as Exhibit G;

(3) Executed share assignment agreements for the Aurora Shares from Aurora to SACWSD in a form mutually agreed upon by the Parties and acceptable in each case to the applicable Aurora Ditch Company, which assignment shall include the appointment of an officer of the such Aurora Ditch Company as attorney-in-fact with authority to change the ownership records of said ditch company with respect to the subject Aurora Shares;

(4) Executed assignments of the Dry-Up Covenants for the Aurora Historically Irrigated Land attributable to the Aurora Water Rights substantially in the form of the Form Assignment;

(5) An estoppel or other documentation executed by each of the Aurora Ditch Companies in forms acceptable to SACWSD and approved by SACWSD during the Due Diligence Period certifying that: (A) all assessments due with respect to the subject Stock are paid in full; (B) the subject Aurora Shares are validly issued and outstanding in the name of Aurora; and (C) the ditch company shall permit the transfer of the subject Aurora Shares to SACWSD;

(6) An executed counterpart of the Joint Closing Escrow Instruction Letter;

(7) An executed counterpart of the Joint LMDC Instruction Letter;

(8) An executed counterpart of the Augmentation Station Agreement substantially in the form attached hereto as Exhibit F; and

(9) Such affidavits, instruments, agreements or other documents as may reasonably be required to complete the transactions contemplated under this Agreement and/or satisfy the Escrow Agent's requirements.

(ii) *SACWSD Deliveries*. On or before the Initial Closing Date, SACWSD shall deliver to the Escrow Agent each of the following items:

(1) The original certificate(s) for all the Initial SACWSD Trade Shares;

(2) One or more executed special warranty deeds conveying the SACWSD Water Rights attributable to the Initial SACWSD Trade Shares from SACWSD to Aurora free and clear of all liens and encumbrances substantially in the form attached hereto as Exhibit H;

(3) Executed share assignment agreements for the Initial SACWSD Trade Shares from SACWSD to Aurora in a form mutually agreed upon by the Parties and acceptable in each case to the applicable SACWSD Ditch Company, which assignment shall include the appointment of an officer of the such SACWSD Ditch Company as attorney-in-fact with authority to change the ownership records of said ditch company with respect to the subject SACWSD Shares;

(4) Executed complete or partial assignments, as applicable, of the Dry-Up Covenants for the SACWSD Historically Irrigated Land attributable to the Initial SACWSD Trade Shares substantially in the form of the Form Assignment;

(5) An estoppel or other documentation executed by each of the SACWSD Ditch Companies in forms acceptable to Aurora and approved by Aurora during the Due Diligence Period certifying that: (A) all assessments due with respect to the Initial SACWSD Trade Shares are paid in full; (B) the Initial SACWSD Trade Shares are validly issued and outstanding in the name of SACWSD; and (C) the ditch company shall permit the transfer of the Initial SACWSD Trade Shares to Aurora;

(6) An executed counterpart of the Joint Closing Escrow Instruction Letter;

(7) An executed counterpart of the Joint LMDC Instruction Letter;

(8) An executed counterpart of the Augmentation Station Agreement substantially in the form attached hereto as Exhibit F;

(9) A copy of the certificate(s) for the Retained LMDC-LBD Shares identifying Aurora's interest in the Retained LMDC-LBD Shares as provided for under Section 10(a) above on the face of the certificate; and

(10) Such affidavits, instruments, agreements or other documents as may reasonably be required to complete the transactions contemplated under this Agreement and/or satisfy the Escrow Agent's requirements.

(c) True-Up Closing Deliveries.

(i) *Aurora Deliveries*. On or before the True-Up Closing Date, Aurora shall deliver to the Escrow Agent each of the following items:

(1) An executed counterpart of the Amendment to Augmentation Station Agreement as provided for therein;

(2) An executed counterpart of the True-Up Joint Closing Escrow Instruction Letter;

(3) An executed counterpart of the True-Up Joint LMDC Instruction Letter; and

(4) Such affidavits, instruments, agreements or other documents as may reasonably be required to complete the transactions contemplated under this Agreement and/or satisfy the Escrow Agent's requirements.

(ii) On or before the True-Up Closing Date, SACWSD shall deliver to the Escrow Agent each of the following items:

(1) The original certificate(s) for the Retained LMDC-LBD Shares;

(2) An executed special warranty deed conveying the SACWSD Water Rights attributable to the True-Up Shares from SACWSD to Aurora free and clear of all liens and encumbrances substantially in the form attached hereto as Exhibit H;

(3) An executed share assignment agreement for the True-Up Shares from SACWSD to Aurora in a form mutually agreed upon by the Parties and acceptable to LMDC-LBD, which assignment shall include the appointment of an officer of LMDC-LBD as attorney-in-fact with authority to change the ownership records of said ditch company with respect to the subject Aurora Shares;

(4) An estoppel or other documentation executed by each of the SACWSD Ditch Companies in forms acceptable to Aurora and approved by Aurora during the Due Diligence Period certifying that: (A) all assessments due with respect to the True-Up Shares are paid in full; (B) the True-Up Shares are validly issued and outstanding in the name of SACWSD; and (C) the ditch company shall permit the transfer of the True-Up Shares to Aurora;

(5) An executed counterpart of the Augmentation Station Agreement Amendment as provided for in the Augmentation Station Agreement;

(6) An executed counterpart of the True-Up Joint Closing Escrow Instruction Letter;

(7) An executed counterpart of the True-Up Joint LMDC Instruction Letter; and

(8) Such affidavits, instruments, agreements or other documents as may reasonably be required to complete the transactions contemplated under this Agreement and/or satisfy the Escrow Agent's requirements.

13. Ditch Assessments. Each Party agrees to fully pay and continue to pay, or cause to be paid, any and all ditch assessments associated with and accruing to the shares representing such Party's Water Rights through and including the date of the Initial Closing and the date of the True-Up Closing, as applicable.

14. Closing Costs; Transfer Costs; Escrow Charges. Each Party shall pay the transfer costs, if any, imposed by the applicable ditch companies with respect to the transfer of the subject Water Rights to such Party. The Parties will each pay one-half of the closing costs of the Escrow Agent and applicable recording costs.

15. Representations and Warranties.

(b) In addition to the Parties' other representations and warranties contained in this Agreement, each Party hereby represents, warrants, and agrees that as of the Effective Date, and on the Initial Closing Date and the True-Up Closing Date, except as may be caused or created by the other Party as follows:

(i) Such Party is, or as of each Closing shall be, the sole owner of the unencumbered marketable title to their respective Water Rights;

(ii) To the best of such Party's knowledge, without the duty of investigation, the water derived from the Water Rights attributable to such Party's shares has been historically used to irrigate the Historically Irrigated Land;

(iii) There is no litigation pending, nor to the best of such Party's knowledge threatened, which in any manner affects such Party's Water Rights;

(iv) The execution and delivery of this Agreement and the performance of all obligations hereunder by such Party do not and will not require any consent or approval of any third party, and do not and will not result in a breach of, or constitute a default under, any other agreement to which such Party is subject; and

(v) Such Party has received no written notice of any violations of any law, code, ordinance, rule or regulation or insurance policy affecting such Party's Water Rights.

(c) Between the Effective Date and the Initial Closing Date and the True-Up Closing Date, each Party shall promptly (but prior to the applicable Closing) notify the other Party in writing of any fact, event, circumstance or action known to such Party (i) which, if known on the Effective Date, would have been required to be disclosed or (ii) the existence or occurrence of which would cause any of such Party's representations or warranties under this Agreement not to be correct and complete.

16. Successors and Assigns. Neither Aurora nor SACWSD may assign its rights or delegate its duties hereunder without the prior written consent of the other Party. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns if any are allowed. The Parties intend that Aurora shall not incur any liability other than those liabilities directly running to Aurora or assigns permitted under this Agreement, if any.

17. 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.

18. Sole Obligation of Aurora Utility Enterprise.

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

(b) In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, SACWSD 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. Annual Appropriation of SACWSD. SACWSD represents and warrants that its Board of Directors has budgeted and appropriated funds for the performance of its obligations hereunder, which appropriation is effective for the remainder of SACWSD's budget year which ends on December 31, 2021. Any financial obligations of SACWSD hereunder to be incurred in future budget years shall be subject to the annual appropriation of funds therefore, which appropriations, if made, shall be made in the budgetary discretion of the SACWSD Board of Directors. If SACWSD fails to appropriate funds for its obligations under this Agreement for any budget year after the Initial Closing then the Parties shall proceed to the True-Up Closing under the terms provided for with respect to a True-Up Closing under Section 9(a).

20. 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 or as authorized assigns, nor to limit in any way the powers and responsibilities of Aurora, SACWSD, or any other entity not a party or assign hereto. Without limiting the foregoing, the Parties agree that there are no third-party beneficiaries of this Agreement.

(b) *Entire Agreement*. 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. Nothing in this Agreement shall be deemed to modify, amend or terminate either of the Prior Agreements.

(c) *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.

(d) *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.

(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) *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.

(g) *No Attorney 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 attorney and other professional fees, costs and expenses associated with any such proceedings.

(h) *No Construction Against Drafter*. This Agreement was drafted by both Parties. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

(i) *Non-Severability; Effect of Invalidity*. Each Section in this Agreement is intertwined with the others and are not severable unless by mutual consent of Aurora and SACWSD or as provided for below. If any provision or portion of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable for any reason by a Court of

competent jurisdiction, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. If any portion of this Agreement is held invalid or unenforceable to either Party or as to both Parties, the Parties will immediately attempt to negotiate valid alternative portions that as near as possible to give effect to any portions so stuck.

(j) *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.

(k) *Non-Business Days*. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

(l) *Survival*. Aurora's and SACWSD's representations, covenants, and warranties set forth herein, except as they may be fully performed before or on the closing dates, do not and will not merge into any documents of conveyance of the Aurora Water Rights, the SACWSD Water Rights or the Augmentation Station Capacity, will survive closing and the delivery of the deeds, assignments and agreements described herein, and are enforceable at law or in equity.

(m) *Recitals and Exhibits*. The recitals and exhibits attached hereto are hereby incorporated into this Agreement.

(n) *Recordation*. Following the execution of this Agreement and any amendment hereto, either of the Parties may cause this Agreement or any amendment to be recorded with the Clerk and Recorder's Office of such county or counties in Colorado as they may desire.

(o) *Authority of the Parties*. The Parties each affirm and represent that they have the full power and authority to execute this Agreement and thereafter perform all of the terms and conditions set forth herein.

(p) *No Agency Created*. This Agreement is not intended and shall not be construed to create any joint venture, agency relationship or partnership between the Parties. Neither of the Parties shall have any right or authority to act on behalf of or bind the other Party.

21. Notice. All notices, requests, demands, or other communications (collectively, "Notices") hereunder shall be in writing. All such notices, payments and communications will be deemed to have been duly given on the date of service, if delivered and served personally on the recipient or if delivered by email; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third business day after mailing, if mailed to the recipient by first-class mail, postage prepaid, and properly addressed as follows:

To Aurora: City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012-1555
Attn: City Attorney
sneitzel@auroragov.org

with copy to: City of Aurora
15151 East Alameda Parkway, Suite 3600
Manager, Aurora Water
mbrown@auroragov.org

with copy to: Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver CO 80202
Attn: Andrew L Meyers, Esq.
ameyers@bhfs.com

To SACWSD: General Manager
South Adams County Water and Sanitation District
6595 E. 70th Avenue
Commerce City, CO 80022
jjones@sacwsd.org

with copy to: Richard Mehren
Moses, Wittemyer Harrison and Woodruff, P.C
2595 Canyon Blvd., Suite 300
Boulder, CO 80302
rmehren@mwhw.com

with copy to: General Counsel
South Adams County Water and Sanitation District
6595 E. 70th Avenue
Commerce City, co 80022
jmock@sacwsd.org

Persons and addresses to which notices, payments, and other communications are to be sent may be changed by written notice pursuant to this Section 21.

22. Commissions and Fees. Each Party shall be solely responsible for the payment of any and all commissions or fees that it incurs with respect to this Agreement.

Exhibits

Exhibit A:	Description of Aurora Historically Irrigated Land
Exhibit B-1:	Depiction of Aurora Historically Irrigated Land
Exhibit B-2:	Depiction of Aurora Historically Irrigated Land
Exhibit C:	Description of SACWSD Historically Irrigated Land
Exhibit D:	Depiction of SACWSD Historically Irrigated Land
Exhibit E:	Form of Assignment of Dry-Up
Exhibit F:	Form of Augmentation Station Agreement
Exhibit G:	Form of Special Warranty Deed Aurora to SACWSD
Exhibit H:	Form of Special Warranty Deed SACWSD to Aurora

[signature pages follow]

AURORA:

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

_____ _____
Mike Coffman, Mayor Date

ATTEST:

_____ _____
_____, City Clerk Date

APPROVED AS TO FORM FOR AURORA:

_____ _____ _____
Stephanie J. Neitzel, Assistant City Attorney II Date ACS#

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, 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)

SACWSD:

SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, ACTING BY AND THROUGH ITS SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT ACTIVITY ENTERPRISE

_____
Mizraim Cordero, President

ATTEST:

_____
Vicki Ennis, Secretary

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Mizraim Cordero as President and Vicki Ennis as Secretary acting on behalf of the South Adams County Water and Sanitation District Activity Enterprise.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

(SEAL)

Exhibit A

Description of Aurora Historically Irrigated Land

Exhibit A
Aurora Water Rights and Historically Irrigated Land

Parcel Name	Historical Place of Use A Portion of:	Approximate Parcel Acreage	Ditch System	Number of Shares
Diedrich	E 1/2 SE 1/4 Sec. 8, T2N, R66W	80	Fulton	45
Wilson	W 1/2 NE 1/4 & W 1/2 E 1/2 NE 1/4 Sec. 17, T2N, R66W	120	Fulton	45
Anders	W 1/2 NW 1/4 Sec. 28, T2N, R66W	40	Fulton	15
Hale	N 1/2 SW 1/4 & SE 1/4, Sec. 33, T2N, R66W	140	Fulton	1
Holton	S 1/2 SE 1/4 Sec. 5, T1N, R66W	80	Fulton	20
Kimmel	E 1/2 SE 1/4 Sec. 8, T1N, R66W	40	Fulton	5
McAlmond	NE 1/4 SE 1/4 Sec. 17, T1N, R66W	40	Fulton	25
Breiding	SW 1/4 NE 1/4 Sec. 36, T1S, R67W	40	Burlington	1 Bur & 1 Wel
Nakata	E 1/2 NE 1/4 Sec. 1, T2S, R67W	80	Burlington	14 Bur
Brantner	N 1/2 S 1/2 NE 1/4 Sec. 20, T2S, R67W	40	Burlington	5 Bur

Bur - Burlington Ditch, Reservoir and Land Company
Wel - Wellington Reservoir Company

Exhibit B-1

Depiction of Aurora Historically Irrigated Land

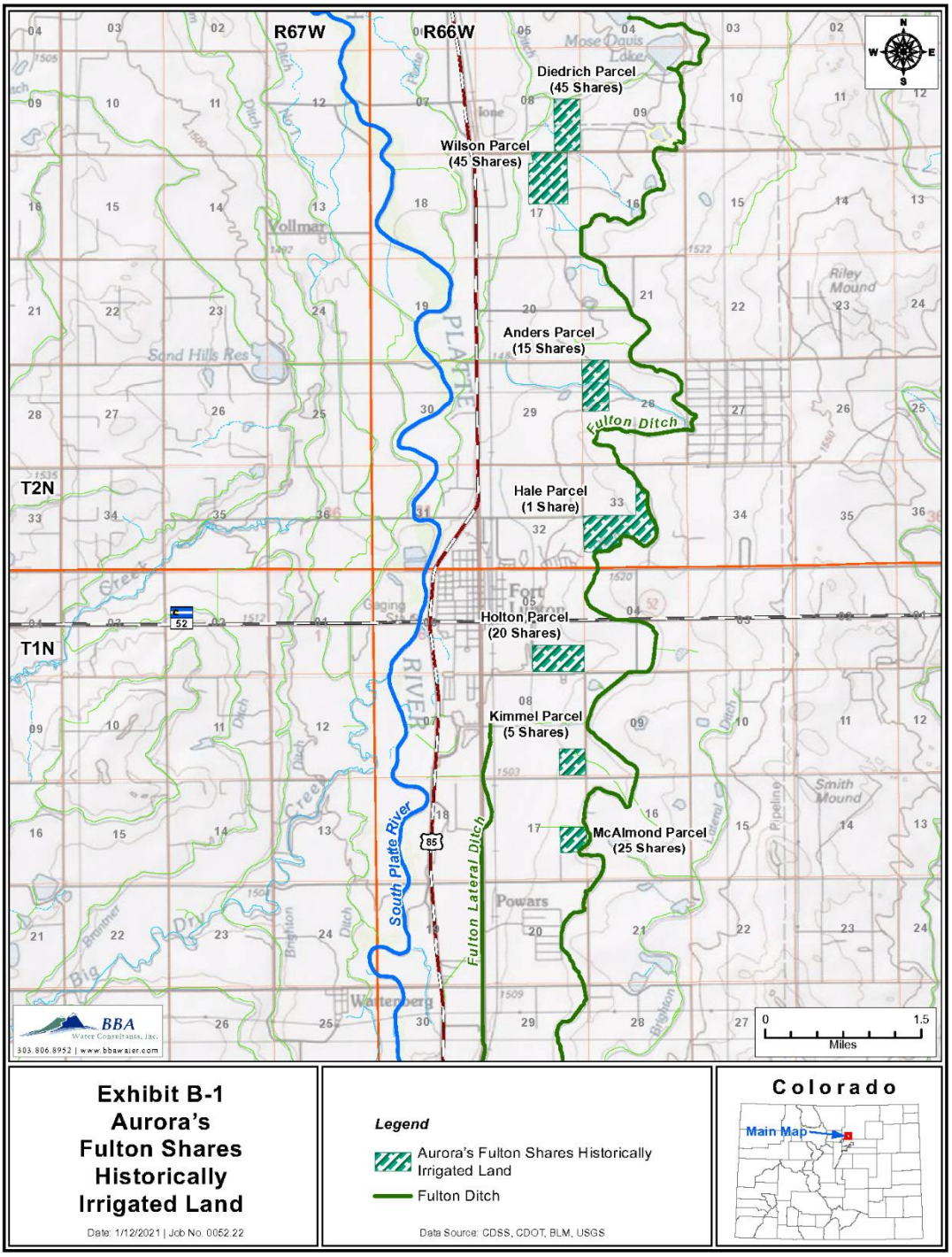


Exhibit B-2

Depiction of Aurora Historically Irrigated Land

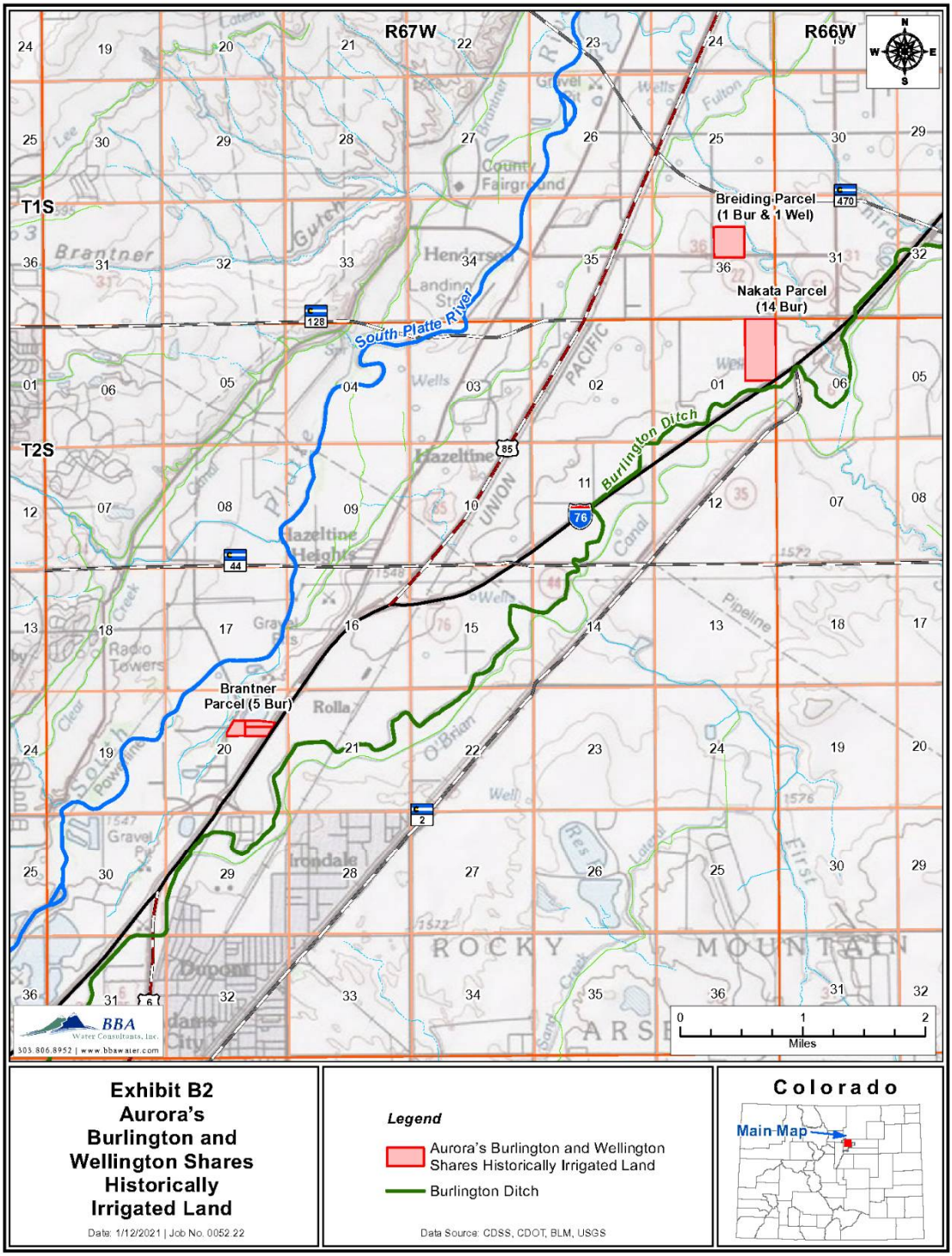


Exhibit C

Description of SACWSD Historically Irrigated Land

Exhibit C
SACWSD Water Rights and Historically Irrigated Land

Parcel Name	Historical Place of Use A Portion of:	Approximate Parcel Acreage	Ditch System	Number of Shares
Shares Quantified in Case No. 01CW258				
Welco	SW1/4 SW1/4, Sec.18 & W1/2, Sec.19 & NW1/4 NW1/4, Sec.30, T2N, R66W & NE1/4, Sec.24 & NE1/4, Sec.25, T2N, R67W	460	LMDC-LBD	512.0
Vincent	S1/2, Sec.12, T2N, R67W	320	LMDC-LBD	80.0
			LMDC-MI#1	120.0
Shares Quantified in Case No. 10CW304				
Heit	S 1/2 S 1/2 NE 1/4, N 1/2 SE 1/4 Sec. 13, T2N, R67W	120	LMDC-LBD	100
L. G. Everist	NE 1/4 NW 1/4 & E 1/2 NW 1/4 NW 1/4 Sec. 30, T2N, R66W	50	LMDC-LBD	25

LMDC-LBD - Lupton Meadows Ditch Company, delivered in the Lupton Bottom Ditch
LMDC-MI#1 - Lupton Meadows Ditch Company, delivered in theMeadow Island No. 1 Ditch

Exhibit D

Depiction of SACWSD Historically Irrigated Land

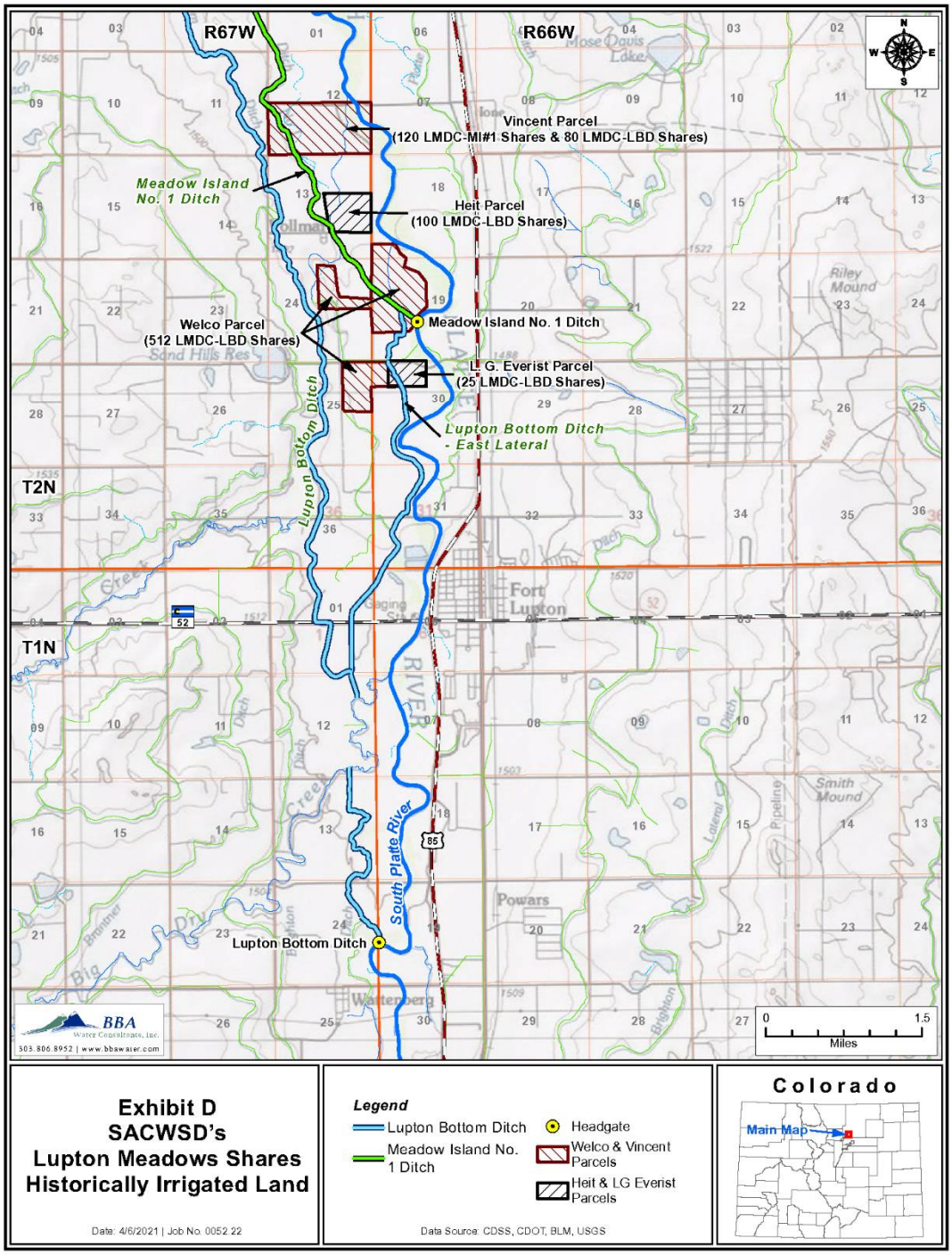


Exhibit E

Form of Assignment of Dry-Up

WHEN RECORDED RETURN TO:

_____
_____
_____
ATTN: _____

Assignment of [Dry-Up Covenant][1]

This Assignment of [Dry-Up Covenant] ("Assignment") is made as of the _____ day of _____, 202_ ("Effective Date"), from [_____] a [_____] with an address of [_____] ("Assignor"), to [_____] a [_____] with an address of [_____] ("Assignee").

Recitals

A. Pursuant to that certain Intergovernmental Agreement for Exchange of Water dated [_____ __, 2021] between Assignor and Assignee (the "Contract"), Assignor has conveyed [____ (__)] shares of stock in [_____] ("Ditch Company"), as represented by Share Certificate Number[s] [____] and all right title and interest attributable to such shares ("Water Rights") to Assignee.

B. Assignor is the beneficiary of that certain [Dry-Up Covenant] dated [_____ __, 20__] and recorded with the Clerk and Recorder, [Weld] County, CO on dated [_____ __, 20__] at Reception No. [_____] copy of which is attached hereto as Exhibit A (the "Dry-Up Covenant") with respect to the property historically irrigated by the Water Rights and identified in the Dry-Up Covenant (the "Historically Irrigated Land").

C. Pursuant to the Contract, Assignor is obligated to assign its interests in the Dry-Up Covenant to Assignee.

Agreement

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

1. Assignment. Assignor hereby assigns transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Dry-Up Covenant. Assignee shall succeed to the rights and responsibilities of Assignor under the Dry-Up Covenant. The foregoing transfer shall

---

[1] Confirm name of underlying dry-up.

not limit the terms of the respective Dry-Up Covenants providing that the Dry-Up Covenant runs with the Water Rights.[2]

[ALT §1 LANGUAGE FOR PARTIAL ASSIGNMENT]

Assignor hereby assigns transfers and conveys to Assignee an undivided [__]% interest of Assignor's right, title and interest in and to the Dry-Up Covenant (the "Assigned Percentage Interest"). Assignee shall succeed to the rights and responsibilities of Assignor under the Dry-Up Covenant with respect to the Assigned Percentage Interest and Assignor shall retain an undivided interest of the remaining right title and interest in the Dry-Up Covenant (the "Retained Percentage Interest").

[ALT TERMS FOR PARTIAL ASSIGNMENT]

[_] Exercise of Dry-Up Rights.

(a) If either Assignor or Assignee determines in its reasonable discretion that it needs to exercise the rights granted under the Dry-Up Covenant to comply with the dry-up and revegetation requirements of [District Court, Water Division No. 1, Case No. 01CW258] or a modification of the same or as my be required by the Colorado Division of Water Resources or another authority having jurisdiction over the dry-up and/or and revegetation of the Historically Irrigated Land (including the modification or installation of infrastructure on the Historically Irrigated Land) (the "Required Work") such party may exercise such rights and perform the Required Work subject to the terms of this Section [_]. The party so desiring to exercise its rights and perform the Required Work shall provide prior written notice to the other party identifying the scope of Required Work and at least two bids for such work. The notice will identify the reasons why the Required Work is necessary for compliance with the dry-up and/or revegetation requirements of the decree or applicable authority and as well as the bid proposed by the requesting party. The non-requesting party shall have 20 days to review and respond to such proposal and bid packages. If the non-requesting party fails to approve the proposal or provide a rejection of such proposal within such time, the non-requesting party will be deemed to have accepted the proposal. The non-requesting party may reject the proposal if such party asserts that the proposal is not necessary to comply with the dry-up or revegetation requirements of the decree or of the applicable authority or that the proposed bidder for the Required Work is not qualified to perform such work. If the non-requesting party rejects the proposal, the parties shall work in good faith to resolve the scope of work and appropriate bid. Upon acceptance or deemed acceptance of a proposal, the requesting party may commence the Required Work and the parties shall share the documented third-party costs incurred by the requesting party for the Required Work under the applicable bid (the "Dry-Up Work Costs"). Each party shall bare its own costs for preparing and reviewing the proposal. The non-requesting party shall reimburse the requesting party for its pro-rata share of such the Dry-Up Work Costs upon invoice (and reasonable documentation) from the requesting party. The parties' respective pro-rata share of the Dry-Up Work Costs shall be:

[2] Confirm applicable.

Assignee – the Assigned Percentage Interest; and Assignor – the Retained Percentage Interest.

(b) Without limiting the foregoing, either party may elect to perform Required Work at its own expense, in which case such party may perform such Required Work without the other party's consent or approval.

[__] Successors and Assigns. Neither Assignor nor Assignee may assign its rights or delegate its duties hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties and their respective successors and assigns permitted under this Agreement.

[__] Notice. All notices, requests, demands, or other communications (collectively, "Notices") hereunder shall be in writing. All such notices, payments and communications will be deemed to have been duly given on the date of service, if delivered and served personally on the recipient or if delivered by email; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third business day after mailing, if mailed to the recipient by first-class mail, postage prepaid, and properly addressed as follows:

To Aurora: City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012-1555
Attn: City Attorney
sneitzel@auroragov.org

with copy to: City of Aurora
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012-1555
Attn: General Manager, Aurora Water
mbrown@auroragov.org

with copy to: Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver CO 80202
Attn: Andrew L. Meyers, Esq.
ameyers@bhfs.com

To SACWSD: General Manager
South Adams County Water and Sanitation District
6595 E. 70th Avenue
Commerce City, CO 80022
jjones@sacwsd.org

with copy to: Richard Mehren
Moses, Wittemyer Harrison and Woodruff, P.C
2595 Canyon Blvd., Suite 300

Boulder, CO 80302
rmehren@mwhw.com

with copy to: General Counsel
South Adams County Water and Sanitation District
6595 E. 70th Avenue
Commerce City, CO 80022
jmock@sacwsd.org

Persons and addresses to which notices, payments, and other communications are to be sent may be changed by written notice pursuant to this Section [__].

2. Authority. Assignor represents and warrants that the party signing this Assignment has full authority to bind Assignor and that no other person or entity has any ownership or encumbrance interest in the Dry-Up Covenant[ALT][except for Assignor's Retained Percentage Interest in the Dry-Up Covenant as provided for above].

3. Recording. This Assignment shall be recorded with the Clerk and Recorder, [Weld] County, CO.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth above.

Assignor:

[_____] a [_____]

By:_____
Name: _____
Its: _____

State of Colorado)
) ss
County of _____)

The foregoing Contract was acknowledged before me this ____ day of _____ 202_, by _____ as _____ of [_____] a [_____].

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

Exhibit – A

Copy of Dry-Up Covenant

[to be attached]

Exhibit F

Form of Augmentation Station Agreement

INTERGOVERNMENTAL AGREEMENT
FOR AUGMENTATION CAPACITY

This INTERGOVERNMENTAL AGREEMENT FOR AUGMENTATION CAPACITY (this "Agreement") is made _____ __, 2021, 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 ("Aurora"), and SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT, a political subdivision of the State of Colorado and a quasi-municipal corporation ("SACWSD"). Aurora and SACWSD shall each be referred to as a "Party" and collectively as the "Parties".

RECITALS

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

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

C. SACWSD owns and operates a municipal water supply system that provides water for over 50,000 residents within its service area that covers 65 square miles entirely within Adams County. SACWSD operates pursuant to 32-1-101, et seq., C.R.S. for the purpose of constructing, operating and maintaining certain public facilities and improvements, in accordance with its statement of purposes, as it may be amended from time to time.

D. The Parties entered into that certain Intergovernmental Agreement for Exchange of Water dated [____ __, 2021] (the "Exchange Agreement") pursuant to which the Parties agreed to exchange certain water rights and, as part of the consideration for such exchange, agreed to enter into this Agreement to grant to SACWSD the permanent right to utilize a portion of Aurora's capacity in one or more augmentation stations owned or controlled by Aurora or otherwise available for Aurora's use and located on the Lupton Bottom Ditch to permit SACWSD to measure and deliver water available to certain shares owned by SACWSD in the Lupton Meadows Ditch Company (the "Ditch Company") through said augmentation stations as more particularly provided for herein.

E. As part of the Exchange Agreement, SACWSD conveyed certain water rights in the Lupton Meadows Ditch Company to Aurora and SACWSD retained 592 shares in the Lupton Meadows Ditch Company which retained shares represent shares in the Lupton Bottom Ditch Company ("LMDC-LBD") which retained shares, as may be reduced pursuant to the True-Up Closing provided for under the Exchange Agreement (the "True-Up Closing") are referred to herein as the "SACWSD Retained LMDC-LBD Shares."

F. The Parties desire to create a permanent right for SACWSD to utilize capacity in certain augmentation stations on the Lupton Bottom Ditch that Aurora may obtain from third parties or that Aurora may construct from time to time to permit SACWSD to measure and deliver water through said augmentation stations as more particularly provided for herein.

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, Aurora and SACWSD hereby agree as follows:

AGREEMENT

1. Effective Date. The "Effective Date" of this Agreement shall be the later of the date on which Aurora or SACWSD has executed this Agreement.

2. SACWSD Augmentation Capacity.

   (a) In order to satisfy its obligations to SACWSD under this Agreement, Aurora shall obtain sufficient permanent capacity in one or more augmentation structures permitting the measurement and conveyance of water from the Lupton Bottom Ditch to either or both of the South Platte River and Little Dry Creek. Though Aurora may obtain capacity in additional augmentation structures on the Lupton Bottom Ditch, the structures and capacity that are subject to this Agreement will have an outlet located above the confluence of the Little Dry Creek and the South Platte River (each an "Augmentation Station" and collectively, the "Augmentation Stations"). Each Augmentation Station located at either: (i) one of the points of identified on Exhibit A attached hereto and incorporated herein; (ii) one of the points identified on Exhibit B attached hereto and incorporated herein; or (iii) any other point with an outlet located above the confluence of the Little Dry Creek and the South Platte River and downstream of the South Platte River headgate of the Lupton Bottom Ditch. Aurora shall give SACWSD written notice (the "New Augmentation Station Notice") of its intent to utilize under this Agreement any Augmentation Station described in Section 2(a)(ii) or (iii) above. The New Augmentation Station Notice shall be provided by Aurora to SACWSD on or before the first day of February of the first calendar year that Aurora intends to utilize under this Agreement any Augmentation Station described in Section 2(a)(ii) or (iii) above.

   (b) Aurora hereby grants to SACWSD the right to utilize a portion of Aurora's capacity in the Augmentation Stations, as and when they become available, to permit SACWSD to measure and deliver water owned by SACWSD and that can be run in the Lupton Bottom Ditch legally and in compliance with all applicable rules and regulations (including the Lupton Bottom Ditch bylaws) (such water, "Subject Water") from the Lupton Bottom Ditch through the Augmentation Stations (the "SACWSD Augmentation Capacity"). The flow rate of the SACWSD Augmentation Capacity permanently dedicated to SACWSD under this Agreement shall be as set forth in Section 2(c), as may be increased pursuant to Section 2(d) below and as may be reduced pursuant to Section 2(e). Subject to

the terms of this Agreement, Aurora may allocate the SACWSD Augmentation Capacity among one or more Augmentation Stations and may change such allocation from time to time at Aurora's discretion, with advanced written notice to SACWSD. Aurora shall make the then-applicable SACWSD Augmentation Capacity available to SACWSD perpetually under this Agreement. SACWSD acknowledges and agrees that Aurora's commitment to provide the Augmentation Capacity is a covenant to provide augmentation capacity only and not water, accordingly Aurora is not responsible if water is not available under the water rights represented by shares constituting the Subject Water or for the Ditch Company's failure to deliver or delay in delivering water attributable to the Subject Water to the applicable Augmentation Structure(s). SACWSD shall be solely responsible for providing Subject Water for its use of the applicable Augmentation Stations and for all reporting required to the Water Court, the SEO or any other authorities having jurisdiction as more particularly provided in Section 5 below. SACWD further acknowledges and agrees that prior to the Full Capacity Date (as defined in Section 2(d) below) Aurora's obligation to provide the Augmentation Capacity is subject to and conditioned upon the Ditch Company's annual renewal of an augmentation capacity agreement between Aurora and the Ditch Company and that, provided Aurora uses commercially reasonable efforts to obtain such annual renewals, Aurora shall not be in default of its obligations to provide Augmentation Capacity prior to the Full Capacity Date during any period when the Ditch Company fails to renew or grant a new augmentation capacity agreement to Aurora sufficient to provide at least 4.0 cfs capacity in an augmentation structure that qualifies as an Augmentation Structure.

(c) The Parties acknowledge and agree that, commencing on the Effective Date of this Agreement and continuing until the Full Capacity Date, the flow rate of the SACWSD Augmentation Capacity will be 4.0 cfs. On or before the Effective Date of this Agreement, Aurora shall notify SACWSD in writing in which Augmentation Station(s) the 4.0 cfs of SACWSD Augmentation Capacity will be provided initially to SACWSD.

(d) From and after the Full Capacity Date, the flow rate of the SACWSD Augmentation Capacity shall be increased by 5.0 cfs to a total flow rate of 9.0 cfs (such increased SACWSD Augmentation Capacity sometimes referred to herein as the "Permanent SACWSD Augmentation Capacity Flow Rate"); provided, however, that the Permanent SACWSD Augmentation Capacity Flow Rate may be reduced pursuant to Section 2(e) below. The term "Full Capacity Date" shall mean the first day of February of the year following the last to occur of: (A) Aurora's construction or acquisition of title to an augmentation structure that satisfies the conditions of an Augmentation Station and the commencement of operation of such Augmentation Station in accordance with applicable laws; or (B) the first day of February of the year following the True-Up Closing; provided, however that the Full Capacity Date shall be no later than the date that is twenty (20) years after the Effective Date. The Full Capacity Date shall not occur earlier as a result of Aurora's acquisition of augmentation capacity in an augmentation station owned by a third party. On or before the Full Capacity Date, Aurora shall

notify SACWSD in writing in which Augmentation Stations the Permanent Augmentation Capacity Flow Rate will be provided initially to SACWSD. From and after the Full Capacity Date, Aurora shall provide the Permanent SACWSD Augmentation Capacity Flow Rate only in Augmentation Stations owned and operated by Aurora; provided, however, the Permanent SACWSD Augmentation Capacity Flow Rate may be provided temporarily in Augmentation Stations not owned and operated by Aurora during such times, from time-to-time, when such Aurora owned and operated Augmentation Stations are not available because they have been damaged and are temporarily inoperable or because the they are being maintained, repaired or replaced by Aurora.

(e) The Parties acknowledge and agree that the 9.0 cfs of Permanent SACWSD Augmentation Capacity Flow Rate corresponds to rates at which water may be delivered by the Lupton Meadows Ditch Company to the 592 SACWSD Retained LMDC-LBD Shares and such capacity shall never be increased beyond 9.0 cfs without a separate written agreement between the Parties. Pursuant to the Exchange Agreement, Aurora may acquire a portion of the 592 SACWSD Retained LMDC-LBD Shares as part of the True-Up Closing. After the sale, exchange or transfer, from time to time, of any of the SACWSD Retained LMDC-LBD Shares by SACWSD to (A) Aurora, pursuant to the True-Up Closing or otherwise; or (B) a third party, the then-applicable SACWSD Augmentation Capacity will be reduced by 0.0152 cfs for each SACWSD Retained LMDC-LBD Share so conveyed by SACWSD. For example, if Aurora acquires 10 of the SACWSD Retained LMDC-LBD Shares at the True-Up Closing then the Permanent SACWSD Augmentation Capacity Flow Rate shall, from then on, be 8.848 cfs (i.e. the 9 cfs less 0.152 cfs). Any such reduction in the SACWSD Augmentation Capacity shall occur automatically without the necessity of any additional documentation; however, SACWSD hereby agrees to execute documentation memorializing any such reduction at Aurora's request (each an "Augmentation Capacity Agreement Amendment"). For avoidance of doubt, SACWSD cannot assign or otherwise transfer any Augmentation Capacity to a third party in connection with its sale or conveyance of any of SACWSD Retained LMDC-LBD Shares to a third party.

3. Operating, Maintenance, Repair, and Equipment Replacement Expenses.

(a) SACWSD shall be responsible for a pro rata portion of the costs charged to Aurora for use of any Augmentation Stations owned by third parties that Aurora uses for the delivery of Subject Water. With respect to any Augmentation Station owned and operated by Aurora, SACWSD shall be responsible for a pro rata portion of costs incurred for the operation, maintenance, repair and replacement of equipment, but not the complete replacement of the subject Augmentation Station, and a commercially reasonable volumetric running fee for delivery of the Subject Water through such Aurora owned and operated Augmentation Station(s). The pro rata share of costs attributable to SACWSD for any given Augmentation Station shall be determined as: (i) with respect to any Augmentation Station owned by a third party, the ratio of the applicable SACWSD Augmentation

Capacity run through such Augmentation Station over the capacity available to Aurora in such Augmentation Station; (ii) with respect to any Augmentation Station owned by Aurora, the ratio of the applicable SACWSD Augmentation Capacity run through such Augmentation Station over the capacity physically available in such Augmentation Station. If Aurora elects to allocate the SACWSD Augmentation Capacity over more than one Augmentation Station for any calendar year then SACWSD's pro rata share shall be the sum of the pro rata share applicable to each such Augmentation Station that Aurora uses for the delivery of Subject Water. Similarly, if Aurora elects to change the allocation of the SACWSD Augmentation Capacity to different Augmentation Stations in any calendar year than Aurora shall calculate the applicable pro rata share of costs attributable to SACWSD over such periods over such calendar year.

(b) Aurora shall invoice SACWSD annually, in arrears with payment due within 30 days of such invoices. Aurora shall use good faith efforts to provide advance notice of any costs attributable to SACWSD under this Section that are expected to exceed $20,000; provided, however, that SACWSD agrees that Aurora will not be able to give such prior notice with respect to costs arising from unexpected work or expenses.

(c) Aurora shall keep and maintain any Augmentation Stations owned by Aurora in good repair and operating order and shall perform all regular operations, maintenance, repair and replacement work.

4. Augmentation Delivery Schedule. Prior to March 1st of each year, and pursuant to Section 14 of this Agreement, SACWSD will provide Aurora a projected schedule of its anticipated water deliveries at the Augmentation Stations for the upcoming year (each, the "Augmentation Delivery Schedule"). The Augmentation Delivery Schedule will identify, on a monthly basis, the estimated rate and volume of water available at the turnout(s) to the Augmentation Station(s) on the Lupton Bottom Ditch that SACWSD desires to run through the Augmentation Station(s) during the upcoming year. SACWSD may update the Augmentation Delivery Schedule with at least 36 hours' notice to Aurora. The Augmentation Delivery Schedule and any updates thereto will be provided to Aurora as set forth in Section 15 of this Agreement. Notwithstanding any Augmentation Delivery Schedule proposed by SACWSD, Aurora retains the right to allocate the SACWSD Augmentation Capacity among one or more Augmentation Stations subject to the terms of Section 2 above. Notwithstanding anything in this Agreement to the contrary, Aurora shall not be responsible for: (i) any delay or interruption in the delivery of water through any Augmentation Station owned by a third party; or (ii) any delay in effecting a change to the Augmentation Delivery Schedule resulting from a delay or failure of the Ditch Company to respond to Aurora's request in connection with such requested changes. If the availability of Augmentation Capacity if delayed or interrupted by any operations factors for an Augmentation Station, Aurora shall use commercially reasonable efforts to correct such factors as soon as possible.

5. Accounting. On or before the 10th day of each month, Aurora shall provide SACWSD with records of the total daily amount of Subject Water delivered through the

Augmentation Station(s) owned by Aurora pursuant to this Agreement during the previous month. Aurora shall require delivery of the same information from the operators of third-party owned Augmentation Stations and shall provide such information to SACWSD within three business days after receipt. On a monthly basis, Aurora shall provide the District 2 Water Commissioner with records of the total amount of water run through the Aurora-owned Augmentation Station(s) that are used to deliver Subject Water. and the total amount of water that Aurora has run through any third-party owned Augmentation Stations that are used to deliver Subject Water. SACWSD is responsible for all reporting due to the State of Colorado under its water court decrees or any approved substitute water supply for the delivery of Subject Water through the Augmentation Station(s).

6. Liability. Aurora shall not be responsible to SACWSD for any claims or damages related to the delivery of water through the Augmentation Station(s) pursuant to this Agreement and SACWSD hereby waives any such claims or and agrees to be responsible for any such claims or damages asserted by LMDC-LBD or any third parties. SACWSD hereby acknowledges and agrees that Aurora may rely on the Augmentation Delivery Schedule as an accurate accounting of Subject Water available to SACWSD.

7. Lupton Meadows Ditch Company and Lupton Bottom Ditch Company Requirements. Prior to the initial use of any Augmentation Station, SACWSD will obtain written authorization from the Lupton Meadows Ditch Company's Board of Directors and/or from the Lupton Bottom Ditch Company's Board of Directors for the delivery of Subject Water to such Augmentation Station; provided that any delay or failure in obtaining such authorization shall not permit SACWSD to reject any Augmentation Station identified by Aurora that is otherwise compliant with this Agreement.

8. Successors and Assigns. Neither Aurora nor SACWSD may assign its rights or delegate its duties hereunder without the prior written consent of the other Party in such Party's discretion. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns permitted under this Agreement. The Parties intend that Aurora shall not incur any liability other than those liabilities directly running to Aurora or assigns permitted under this Agreement, if any.

9. 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.

10. Sole Obligation of Utility Enterprise.

    (a) This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora (the "City"), or a multiple fiscal year direct or indirect debt

or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

(b) In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, SACWSD 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.

11. Annual Appropriation of SACWSD. SACWSD's Board of Directors has budgeted and appropriated funds for the performance of its obligations hereunder, which appropriation is effective for the remainder of SACWSD's budget year. Any financial obligations of SACWSD hereunder to be incurred in future budget years shall be subject to the annual appropriation of funds therefore, which appropriations, if made, shall be made in the budgetary discretion of the SACWSD Board of Directors. If SACWSD fails to appropriate funds for its obligations under this Agreement for any budget year, SACWSD shall give Aurora written notice of such failure before the commencement of said budget year and Aurora shall not be required to provide SACWSD Augmentation Capacity for such budget year and may, in its discretion, either (i) terminate this Agreement upon written notice to SACWSD or (ii) waive its right to terminate this Agreement in which case Aurora may terminate this Agreement if SACWSD fails to appropriate funds for any subsequent budget year.

12. Force Majeure. 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 (excluding any obligation to pay funds) due solely to conditions or events of *force majeure*, as that term is specifically defined herein; provided that: (a) the non-performing Party gives the other Party prompt written Notice describing the particulars of the occurrence of the *force majeure*; (b) 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 (c) 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. 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) acts of God, b) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, c) sabotage, d) vandalism beyond that which can be reasonably prevented by the Party, e) terrorism, f) war, g) riots, h) fire, i) explosion, j) severe cold or hot weather, k) blockades,

l) insurrection, m) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), n) 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, o) inability, despite due diligence, to obtain required licenses, permits or approvals, and, p) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. 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 ninety (90) 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 ninety (90) 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.

13. 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 or as authorized assigns, nor to limit in any way the powers and responsibilities of Aurora, SACWSD, or any other entity not a party or assign hereto. Without limiting the foregoing, the Parties agree that there are no third-party beneficiaries of this Agreement.

(b) *Entire Agreement*. 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.

(c) *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.

(d) *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.

(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) *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.

(g) *No Attorney 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 attorney and other professional fees, costs and expenses associated with any such proceedings.

(h) *No Construction Against Drafter*. This Agreement was drafted by both Parties. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

(i) *Non-Severability; Effect of Invalidity*. Each Section in this Agreement is intertwined with the others and are not severable unless by mutual consent of Aurora and SACWSD or as provided for below. If any provision or portion of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable for any reason by a Court of competent jurisdiction, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. If any portion of this Agreement is held invalid or unenforceable to either Party or as to both Parties, the Parties will immediately attempt to negotiate valid alternative portions that as near as possible to give effect to any portions so stuck.

(j) *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.

(k) *Non-Business Days*. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

(l) *Recitals and Exhibits*. The recitals and exhibits attached hereto are hereby incorporated into this Agreement.

(m) *Recordation*. Following the execution of this Agreement and any amendment hereto, either of the Parties may cause this Agreement or any amendment to be recorded with the Clerk and Recorder's Office of such county or counties in Colorado as they may desire.

(n) *Authority of the Parties*. The Parties each affirm and represent that they have the full power and authority to execute this Agreement and thereafter perform all of the terms and conditions set forth herein.

(o) *No Agency Created*. This Agreement is not intended and shall not be construed to create any joint venture, agency relationship or partnership between the Parties.

Neither of the Parties shall have any right or authority to act on behalf of or bind the other Party.

14. Notice. All notices, requests, demands, or other communications (collectively, "Notices") hereunder shall be in writing. All such notices, payments and communications will be deemed to have been duly given on the date of service, if delivered and served personally on the recipient or if delivered by email; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third business day after mailing, if mailed to the recipient by first-class mail, postage prepaid, and properly addressed as follows:

To Aurora: City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012-1555
Attn: City Attorney
sneitzel@auroragov.org

with copy to: City of Aurora
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012-1555
Attn: General Manager, Aurora Water
mbrown@auroragov.org

with copy to: Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver CO 80202
Attn: Andrew L. Meyers, Esq.
ameyers@bhfs.com

To SACWSD: General Manager
South Adams County Water and Sanitation District
6595 E. 70th Avenue
Commerce City, CO 80022
jjones@sacwsd.org

with copy to: Richard Mehren
Moses, Wittemyer Harrison and Woodruff, P.C
2595 Canyon Blvd., Suite 300
Boulder, CO 80302
rmehren@mwhw.com

with copy to: General Counsel
South Adams County Water and Sanitation District
6595 E. 70th Avenue
Commerce City, CO 80022
jmock@sacwsd.org

Persons and addresses to which notices, payments, and other communications are to be sent may be changed by written notice pursuant to this Section 14.

15. Notice for Day-to-Day Operations. Communications concerning operations under this Agreement, including day-to-day directions or communication by SACWSD or Aurora concerning diversion and delivery of water to the Augmentation Station(s) shall be as follows:

To Aurora:

John Murphy
303-739-7660
jmurphy@auroragov.org

with a copy to:

SPAccounting@auroragov.org

For emergency response outside office hours:
FlowControlCenter2@auroragov.org
303-326-8385

To SACWSD: [SACWSD to provide]

Water Systems Manager

Telephone:

Email:

With a copy to:

BBA

The foregoing representatives or their contact information may be changed with written notice pursuant to Section 14 above. Telephonic instructions shall be followed by email confirmation. All notices for diversion and delivery of water shall be provided a minimum of 48 hours in advance, excluding emergencies.

16. Commissions and Fees. Each Party shall be solely responsible for the payment of any and all commissions or fees that it incurs with respect to this Agreement.

[signature pages follow]

AURORA:

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

_____ _____
Mike Coffman, Mayor Date

ATTEST:

_____ _____
_____, City Clerk Date

APPROVED AS TO FORM FOR AURORA:

_____ _____ _____
Stephanie J. Neitzel, Assistant City Attorney II Date ACS#

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, 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)

SACWSD:

SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, ACTING BY AND THROUGH ITS SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT ACTIVITY ENTERPRISE

_____
Mizraim Cordero, President

ATTEST:

_____
Vicki Ennis, Secretary

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Mizraim Cordero as President and Vicki Ennis as Secretary of South Adams County Water and Sanitation District Activity Enterprise.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

(SEAL)

Exhibit A

List of Augmentation Station Locations under 01CW258

Augmentation Station Legal Descriptions

1. Lupton Bottom Diversion Augmentation Station. Proposed to be located in the NE1/4 NE1/4, Section 12, Township 1 North, Range 67 West of the 6th P.M. at a point approximately 570 feet from the North section line and 990 feet from the East section line of said Section 12.

2. Northglenn Augmentation Station. In the SE1/4 NW1/4, Section 31, Township 2 North, Range 66 West of the 6th P.M. at a point approximately 2,370 feet from the North section line and 1,990 feet from the West section line of said Section 31.

3. Central Augmentation Station. In the SE1/4 NW1/4, Section 31, Township 2 North, Range 66 West of the 6th P.M. at a point approximately 2,360 feet from the North section line and 1,990 feet from the West section line of said Section 31.

4. Aurora Parker East Augmentation Station. Proposed to be located in the SE1/4 NW1/4, Section 31, Township 2 North, Range 66 West of the 6th P.M. at a point approximately 2,350 feet from the North section line and 1,990 feet from the West section line of said Section 31.

5. Aurora Parker West Augmentation Station. Proposed to be located in the SW1/4 NE1/4, Section 36, Township 2 North, Range 67 West of the 6th P.M. at a point approximately 2,520 feet from the North section line and 2,620 feet from the East section line of said Section 36.

6. Aurora Everist South Augmentation Station. Proposed to be located in the SE1/4 SW1/4, Section 25, Township 2 North, Range 67 West of the 6th P.M. at a point approximately 50 feet from the South section line and 2,070 feet from the West section line of said Section 25.

7. Aurora Vincent Augmentation Station. Proposed to be located in the NW1/4 SE1/4, Section 25, Township 2 North, Range 67 West of the 6th P.M. at a point approximately 1,540 feet from the South section line and 2,470 feet from the East section line of said Section 25.

8. Aurora Everist North Augmentation Station. Proposed to be located in the SW1/4 NE1/4, Section 25, Township 2 North, Range 67 West of the 6th P.M. at a point approximately 2,630 feet from the North section line and 2,550 feet from the East section line of said Section 25.

9. Aurora Ft. Lupton East Augmentation Station. In the NE1/4 SW1/4, Section 30, Township 2 North, Range 66 West of the 6th P.M. at a point approximately 2,600 feet from the South section line and 1,800 feet from the West section line of said Section 30

10. Aurora Hill-Oakley Augmentation Station. In the SE1/4 NW1/4, Section 30, Township 2 North, Range 66 West of the 6th P.M. at a point approximately 1,370 feet from the North section line and 1,520 feet from the West section line of said Section 30.

11. Sand Hill Augmentation Station. Proposed to be located in the NW1/4 NE1/4, Section 25, Township 2 North, Range 67 West of the 6th P.M. at a point approximately 90 feet from the North section line and 2,460 feet from the East section line of said Section 25.

[continues on following page]

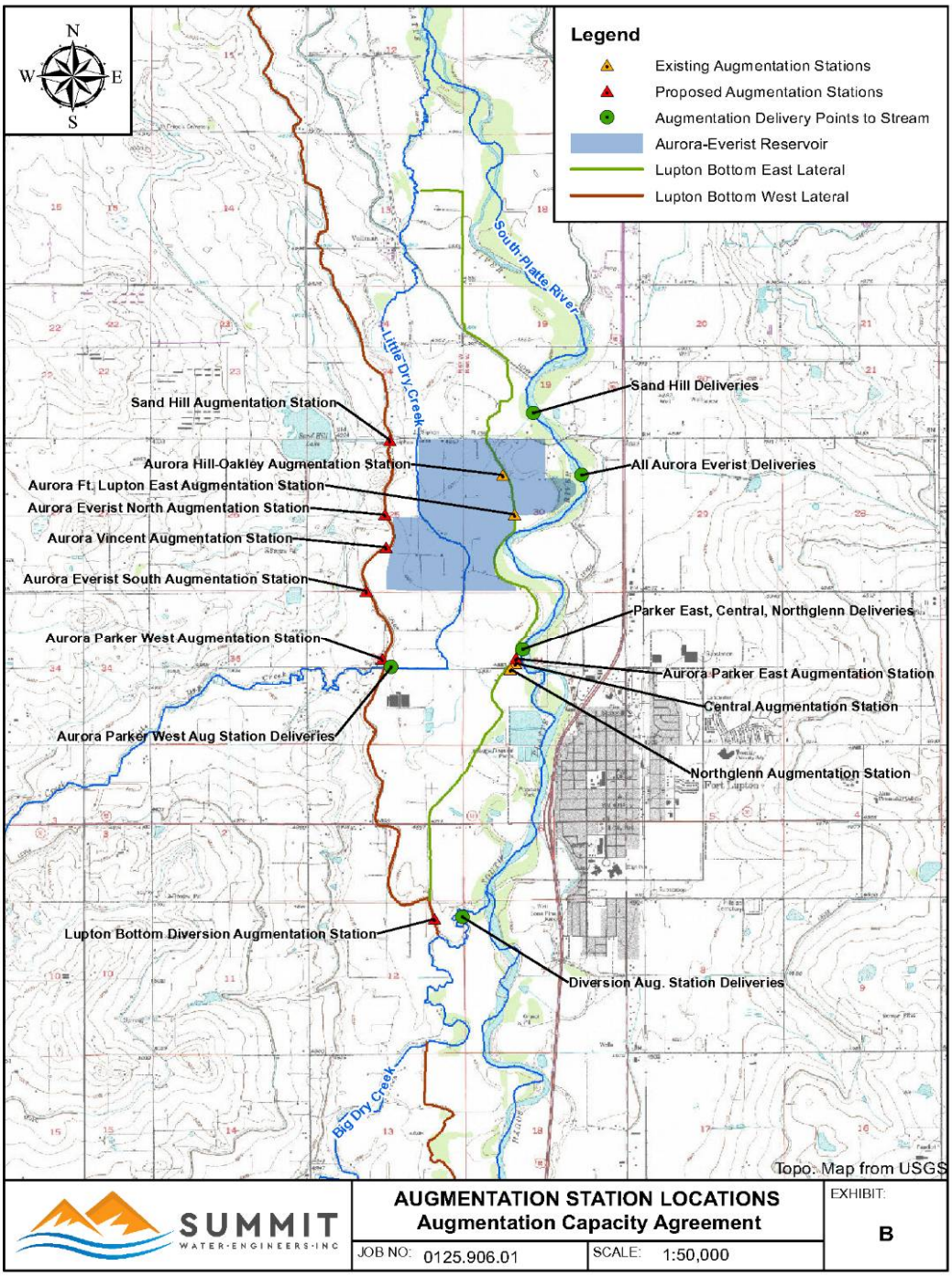

N
W
E
S
Legend
Existing Augmentation Stations
Proposed Augmentation Stations
Augmentation Delivery Points to Stream
Aurora-Everist Reservoir
Lupton Bottom East Lateral
Lupton Bottom West Lateral
South Platte River
Little Dry Creek
Big Dry Creek
Sand Hill Augmentation Station
Aurora Hill-Oakley Augmentation Station
Aurora Ft. Lupton East Augmentation Station
Aurora Everist North Augmentation Station
Aurora Vincent Augmentation Station
Aurora Everist South Augmentation Station
Aurora Parker West Augmentation Station
Aurora Parker West Aug Station Deliveries
Lupton Bottom Diversion Augmentation Station
Sand Hill Deliveries
All Aurora Everist Deliveries
Parker East, Central, Northglenn Deliveries
Aurora Parker East Augmentation Station
Central Augmentation Station
Northglenn Augmentation Station
Diversion Aug. Station Deliveries
Topo. Map from USGS
SUMMIT
WATER·ENGINEERS·INC
AUGMENTATION STATION LOCATIONS
Augmentation Capacity Agreement
JOB NO: 0125.906.01
SCALE: 1:50,000
EXHIBIT:
B

Exhibit B

List of Augmentation Station Locations under 18CW3121

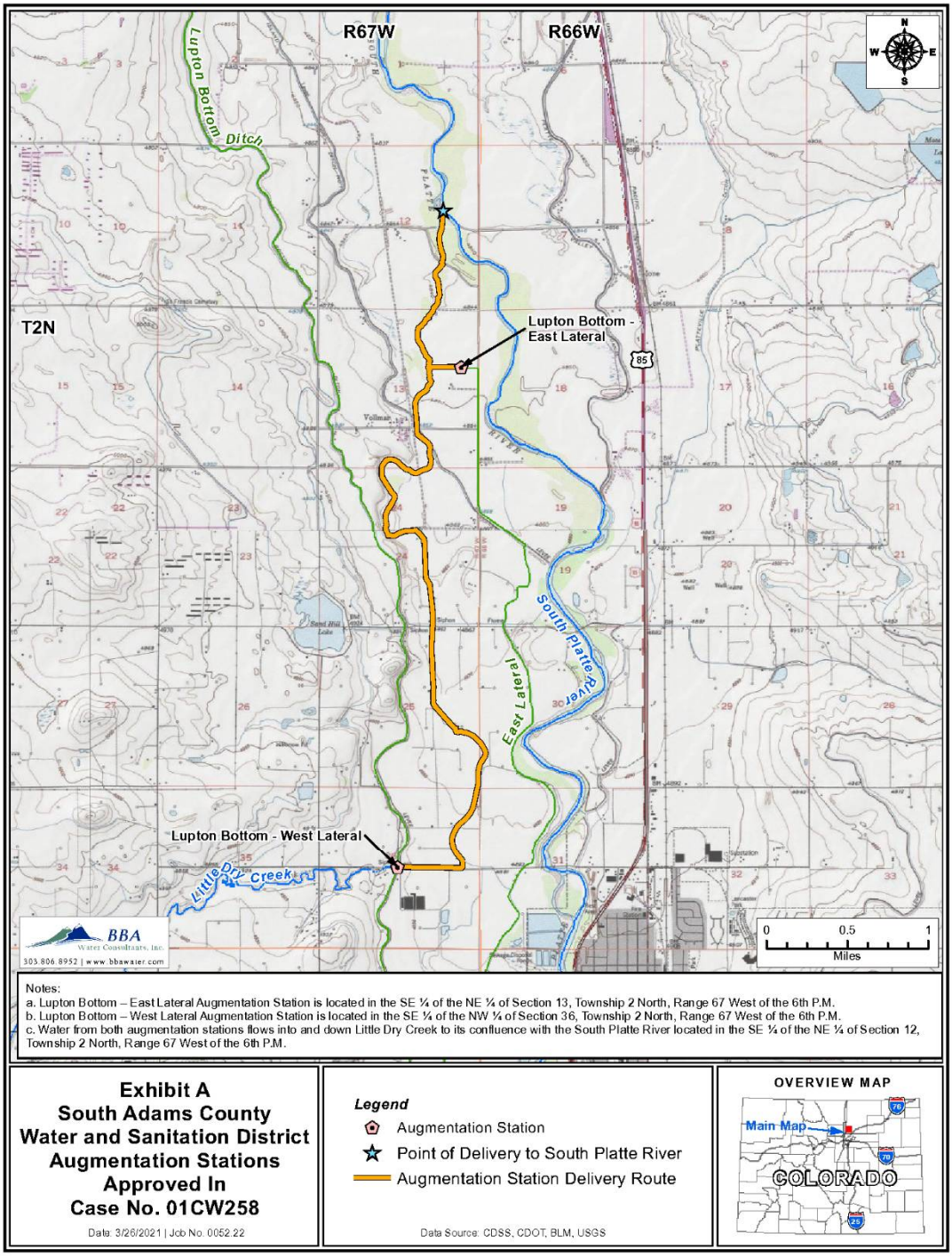


Exhibit G

Form of Special Warranty Deed Aurora to SACWSD

When recorded return to:

_____
_____
_____
_____

Special Warranty Deed
(Water Rights)

This Special Warranty Deed, made this _____ day of _____, 202_, between the CITY OF AURORA, COLORADO, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012 1555 ("Grantor"), and SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, a Colorado Special District, acting by and through its SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT ACTIVITY ENTERPRISE, whose address is [_____] ("Grantee").

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

(a) The water rights represented by [__(_)] shares of the capital stock of the [_____], a mutual ditch company organized and existing under the laws of Colorado (the "Ditch Company"), which share(s) are evidenced by Stock Certificate No.[s] [_] (the "Shares") and the water derived therefrom.

(b) All beneficial right, title and interest, if any, in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates and all other assets, rights, title or interests represented by said Shares, and in addition, and in no way limited by the foregoing, any and all other right, title or interest in the Ditch Company represented by said Shares.

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

TO HAVE AND TO HOLD the said Water Rights above bargained and described with the appurtenances, unto the Grantee, the Grantee's heirs and assigns forever, and the Grantor, for

the Grantor, the Grantor's successors and assigns, does covenant and agree that Grantor shall WARRANT AND FOREVER DEFEND the above-bargained Water Rights in the quiet and peaceable possession of the Grantee, the Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

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

GRANTOR:

AURORA:

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

_____ _____
Mike Coffman, Mayor Date

ATTEST:

_____ _____
_____, City Clerk Date

APPROVED AS TO FORM FOR AURORA:

_____ _____ _____
Stephanie J. Neitzel, Assistant City Attorney II Date ACS#

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

Exhibit H

Form of Special Warranty Deed SACWSD to Aurora

When recorded return to:
_____
_____
_____
_____

Special Warranty Deed
(Water Rights)

This Special Warranty Deed, made this _____ day of _____, 202_, between SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, a Colorado Special District, acting by and through its SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT ACTIVITY ENTERPRISE, whose address is [_____] ("Grantor"), and the CITY OF AURORA, COLORADO, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012-1555 ("Grantee").

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

(a) The water rights represented by [__(_)] shares of the capital stock of the [_____], a mutual ditch company organized and existing under the laws of Colorado (the "Ditch Company"), which share(s) are evidenced by Stock Certificate No.[s] [_] (the "Shares") and the water derived therefrom.

(b) All beneficial right, title and interest, if any, in all water, water rights, ditches, ditch rights, reservoirs, reservoir rights, canals, canal rights, headgates and all other assets, rights, title or interests represented by said Shares, and in addition, and in no way limited by the foregoing, any and all other right, title or interest in the Ditch Company represented by said Shares.

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

TO HAVE AND TO HOLD the said Water Rights above bargained and described with the appurtenances, unto the Grantee, the Grantee's heirs and assigns forever, and the Grantor, for the Grantor, the Grantor's successors and assigns, does covenant and agree that Grantor shall WARRANT AND FOREVER DEFEND the above-bargained Water Rights in the quiet and peaceable possession of the Grantee, the Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

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

GRANTOR:

SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, ACTING BY AND THROUGH ITS SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT ACTIVITY ENTERPRISE

_____
Mizraim Cordero, President

ATTEST:

_____
Vicki Ennis, Secretary

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Mizraim Cordero as President and Vicki Ennis as Secretary acting on behalf of the South Adams County Water and Sanitation District Activity Enterprise.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The forgoing Special Warranty Deed was acknowledged before me this _____ day of_____ 2021, by _____ as _____ of SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, ACTING BY AND THROUGH ITS SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT ACTIVITY ENTERPRISE.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

FAID Number: _____
22548232.1

INTERGOVERNMENTAL AGREEMENT
FOR AUGMENTATION CAPACITY

This INTERGOVERNMENTAL AGREEMENT FOR AUGMENTATION CAPACITY (this "Agreement") is made _____ __, 2021, 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 ("Aurora"), and SOUTH ADAMS COUNTY WATER & SANITATION DISTRICT, a political subdivision of the State of Colorado and a quasi-municipal corporation ("SACWSD"). Aurora and SACWSD shall each be referred to as a "Party" and collectively as the "Parties".

RECITALS

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

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

C. SACWSD owns and operates a municipal water supply system that provides water for over 50,000 residents within its service area that covers 65 square miles entirely within Adams County. SACWSD operates pursuant to 32-1-101, *et seq*., C.R.S. for the purpose of constructing, operating and maintaining certain public facilities and improvements, in accordance with its statement of purposes, as it may be amended from time to time.

D. The Parties entered into that certain Intergovernmental Agreement for Exchange of Water dated [____ __, 2021] (the "Exchange Agreement") pursuant to which the Parties agreed to exchange certain water rights and, as part of the consideration for such exchange, agreed to enter into this Agreement to grant to SACWSD the permanent right to utilize a portion of Aurora's capacity in one or more augmentation stations owned or controlled by Aurora or otherwise available for Aurora's use and located on the Lupton Bottom Ditch to permit SACWSD to measure and deliver water available to certain shares owned by SACWSD in the Lupton Meadows Ditch Company (the "Ditch Company") through said augmentation stations as more particularly provided for herein.

E. As part of the Exchange Agreement, SACWSD conveyed certain water rights in the Lupton Meadows Ditch Company to Aurora and SACWSD retained 592 shares in the Lupton Meadows Ditch Company which retained shares represent shares in the Lupton Bottom Ditch Company ("LMDC-LBD") which retained shares, as may be reduced pursuant to the True-Up Closing provided for under the Exchange Agreement (the "True-Up Closing") are referred to herein as the "SACWSD Retained LMDC-LBD Shares."

F. The Parties desire to create a permanent right for SACWSD to utilize capacity in certain augmentation stations on the Lupton Bottom Ditch that Aurora may obtain from third parties or that Aurora may construct from time to time to permit SACWSD to measure and deliver water through said augmentation stations as more particularly provided for herein.

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, Aurora and SACWSD hereby agree as follows:

AGREEMENT

1. Effective Date. The "Effective Date" of this Agreement shall be the later of the date on which Aurora or SACWSD has executed this Agreement.

2. SACWSD Augmentation Capacity.

   (a) In order to satisfy its obligations to SACWSD under this Agreement, Aurora shall obtain sufficient permanent capacity in one or more augmentation structures permitting the measurement and conveyance of water from the Lupton Bottom Ditch to either or both of the South Platte River and Little Dry Creek. Though Aurora may obtain capacity in additional augmentation structures on the Lupton Bottom Ditch, the structures and capacity that are subject to this Agreement will have an outlet located above the confluence of the Little Dry Creek and the South Platte River (each an "Augmentation Station" and collectively, the "Augmentation Stations"). Each Augmentation Station located at either: (i) one of the points of identified on Exhibit A attached hereto and incorporated herein; (ii) one of the points identified on Exhibit B attached hereto and incorporated herein; or (iii) any other point with an outlet located above the confluence of the Little Dry Creek and the South Platte River and downstream of the South Platte River headgate of the Lupton Bottom Ditch. Aurora shall give SACWSD written notice (the "New Augmentation Station Notice") of its intent to utilize under this Agreement any Augmentation Station described in Section 2(a)(ii) or (iii) above. The New Augmentation Station Notice shall be provided by Aurora to SACWSD on or before the first day of February of the first calendar year that Aurora intends to utilize under this Agreement any Augmentation Station described in Section 2(a)(ii) or (iii) above.

   (b) Aurora hereby grants to SACWSD the right to utilize a portion of Aurora's capacity in the Augmentation Stations, as and when they become available, to permit SACWSD to measure and deliver water owned by SACWSD and that can be run in the Lupton Bottom Ditch legally and in compliance with all applicable rules and regulations (including the Lupton Bottom Ditch bylaws) (such water, "Subject Water") from the Lupton Bottom Ditch through the Augmentation Stations (the "SACWSD Augmentation Capacity"). The flow rate of the SACWSD Augmentation Capacity permanently dedicated to SACWSD under this Agreement shall be as set forth in Section 2(c), as may be increased pursuant to Section 2(d) below and as may be reduced pursuant to Section 2(e). Subject to the terms of this Agreement, Aurora may allocate the SACWSD Augmentation Capacity among one or more Augmentation Stations and may change such allocation from time to time at Aurora's discretion, with advanced written notice to SACWSD. Aurora shall make the then-applicable SACWSD Augmentation Capacity available to SACWSD perpetually under this Agreement. SACWSD acknowledges and agrees

that Aurora's commitment to provide the Augmentation Capacity is a covenant to provide augmentation capacity only and not water, accordingly Aurora is not responsible if water is not available under the water rights represented by shares constituting the Subject Water or for the Ditch Company's failure to deliver or delay in delivering water attributable to the Subject Water to the applicable Augmentation Structure(s). SACWSD shall be solely responsible for providing Subject Water for its use of the applicable Augmentation Stations and for all reporting required to the Water Court, the SEO or any other authorities having jurisdiction as more particularly provided in Section 5 below. SACWD further acknowledges and agrees that prior to the Full Capacity Date (as defined in Section 2(d) below) Aurora's obligation to provide the Augmentation Capacity is subject to and conditioned upon the Ditch Company's annual renewal of an augmentation capacity agreement between Aurora and the Ditch Company and that, provided Aurora uses commercially reasonable efforts to obtain such annual renewals, Aurora shall not be in default of its obligations to provide Augmentation Capacity prior to the Full Capacity Date during any period when the Ditch Company fails to renew or grant a new augmentation capacity agreement to Aurora sufficient to provide at least 4.0 cfs capacity in an augmentation structure that qualifies as an Augmentation Structure.

(c) The Parties acknowledge and agree that, commencing on the Effective Date of this Agreement and continuing until the Full Capacity Date, the flow rate of the SACWSD Augmentation Capacity will be 4.0 cfs. On or before the Effective Date of this Agreement, Aurora shall notify SACWSD in writing in which Augmentation Station(s) the 4.0 cfs of SACWSD Augmentation Capacity will be provided initially to SACWSD.

(d) From and after the Full Capacity Date, the flow rate of the SACWSD Augmentation Capacity shall be increased by 5.0 cfs to a total flow rate of 9.0 cfs (such increased SACWSD Augmentation Capacity sometimes referred to herein as the "Permanent SACWSD Augmentation Capacity Flow Rate"); provided, however, that the Permanent SACWSD Augmentation Capacity Flow Rate may be reduced pursuant to Section 2(e) below. The term "Full Capacity Date" shall mean the first day of February of the year following the last to occur of: (A) Aurora's construction or acquisition of title to an augmentation structure that satisfies the conditions of an Augmentation Station and the commencement of operation of such Augmentation Station in accordance with applicable laws; or (B) the first day of February of the year following the True-Up Closing; provided, however that the Full Capacity Date shall be no later than the date that is twenty (20) years after the Effective Date. The Full Capacity Date shall not occur earlier as a result of Aurora's acquisition of augmentation capacity in an augmentation station owned by a third party. On or before the Full Capacity Date, Aurora shall notify SACWSD in writing in which Augmentation Stations the Permanent Augmentation Capacity Flow Rate will be provided initially to SACWSD. From and after the Full Capacity Date, Aurora shall provide the Permanent SACWSD Augmentation Capacity Flow Rate only in Augmentation Stations owned and operated by Aurora; provided, however, the Permanent SACWSD Augmentation Capacity Flow Rate may be provided

temporarily in Augmentation Stations not owned and operated by Aurora during such times, from time-to-time, when such Aurora owned and operated Augmentation Stations are not available because they have been damaged and are temporarily inoperable or because the they are being maintained, repaired or replaced by Aurora.

(e) The Parties acknowledge and agree that the 9.0 cfs of Permanent SACWSD Augmentation Capacity Flow Rate corresponds to rates at which water may be delivered by the Lupton Meadows Ditch Company to the 592 SACWSD Retained LMDC-LBD Shares and such capacity shall never be increased beyond 9.0 cfs without a separate written agreement between the Parties. Pursuant to the Exchange Agreement, Aurora may acquire a portion of the 592 SACWSD Retained LMDC-LBD Shares as part of the True-Up Closing. After the sale, exchange or transfer, from time to time, of any of the SACWSD Retained LMDC-LBD Shares by SACWSD to (A) Aurora, pursuant to the True-Up Closing or otherwise; or (B) a third party, the then-applicable SACWSD Augmentation Capacity will be reduced by 0.0152 cfs for each SACWSD Retained LMDC-LBD Share so conveyed by SACWSD. For example, if Aurora acquires 10 of the SACWSD Retained LMDC-LBD Shares at the True-Up Closing then the Permanent SACWSD Augmentation Capacity Flow Rate shall, from then on, be 8.848 cfs (i.e. the 9 cfs less 0.152 cfs). Any such reduction in the SACWSD Augmentation Capacity shall occur automatically without the necessity of any additional documentation; however, SACWSD hereby agrees to execute documentation memorializing any such reduction at Aurora's request (each an "Augmentation Capacity Agreement Amendment"). For avoidance of doubt, SACWSD cannot assign or otherwise transfer any Augmentation Capacity to a third party in connection with its sale or conveyance of any of SACWSD Retained LMDC-LBD Shares to a third party.

3. Operating, Maintenance, Repair, and Equipment Replacement Expenses.

(a) SACWSD shall be responsible for a pro rata portion of the costs charged to Aurora for use of any Augmentation Stations owned by third parties that Aurora uses for the delivery of Subject Water. With respect to any Augmentation Station owned and operated by Aurora, SACWSD shall be responsible for a pro rata portion of costs incurred for the operation, maintenance, repair and replacement of equipment, but not the complete replacement of the subject Augmentation Station, and a commercially reasonable volumetric running fee for delivery of the Subject Water through such Aurora owned and operated Augmentation Station(s). The pro rata share of costs attributable to SACWSD for any given Augmentation Station shall be determined as: (i) with respect to any Augmentation Station owned by a third party, the ratio of the applicable SACWSD Augmentation Capacity run through such Augmentation Station over the capacity available to Aurora in such Augmentation Station; (ii) with respect to any Augmentation Station owned by Aurora, the ratio of the applicable SACWSD Augmentation Capacity run through such Augmentation Station over the capacity physically available in such Augmentation Station. If Aurora elects to allocate the SACWSD Augmentation Capacity over more than one Augmentation Station for any calendar year then

SACWSD's pro rata share shall be the sum of the pro rata share applicable to each such Augmentation Station that Aurora uses for the delivery of Subject Water. Similarly, if Aurora elects to change the allocation of the SACWSD Augmentation Capacity to different Augmentation Stations in any calendar year than Aurora shall calculate the applicable pro rata share of costs attributable to SACWSD over such periods over such calendar year.

(b) Aurora shall invoice SACWSD annually, in arrears with payment due within 30 days of such invoices. Aurora shall use good faith efforts to provide advance notice of any costs attributable to SACWSD under this Section that are expected to exceed $20,000; provided, however, that SACWSD agrees that Aurora will not be able to give such prior notice with respect to costs arising from unexpected work or expenses.

(c) Aurora shall keep and maintain any Augmentation Stations owned by Aurora in good repair and operating order and shall perform all regular operations, maintenance, repair and replacement work.

4. Augmentation Delivery Schedule. Prior to March 1st of each year, and pursuant to Section 14 of this Agreement, SACWSD will provide Aurora a projected schedule of its anticipated water deliveries at the Augmentation Stations for the upcoming year (each, the "Augmentation Delivery Schedule"). The Augmentation Delivery Schedule will identify, on a monthly basis, the estimated rate and volume of water available at the turnout(s) to the Augmentation Station(s) on the Lupton Bottom Ditch that SACWSD desires to run through the Augmentation Station(s) during the upcoming year. SACWSD may update the Augmentation Delivery Schedule with at least 36 hours' notice to Aurora. The Augmentation Delivery Schedule and any updates thereto will be provided to Aurora as set forth in Section 15 of this Agreement. Notwithstanding any Augmentation Delivery Schedule proposed by SACWSD, Aurora retains the right to allocate the SACWSD Augmentation Capacity among one or more Augmentation Stations subject to the terms of Section 2 above. Notwithstanding anything in this Agreement to the contrary, Aurora shall not be responsible for: (i) any delay or interruption in the delivery of water through any Augmentation Station owned by a third party; or (ii) any delay in effecting a change to the Augmentation Delivery Schedule resulting from a delay or failure of the Ditch Company to respond to Aurora's request in connection with such requested changes. If the availability of Augmentation Capacity if delayed or interrupted by any operations factors for an Augmentation Station, Aurora shall use commercially reasonable efforts to correct such factors as soon as possible.

5. Accounting. On or before the 10th day of each month, Aurora shall provide SACWSD with records of the total daily amount of Subject Water delivered through the Augmentation Station(s) owned by Aurora pursuant to this Agreement during the previous month. Aurora shall require delivery of the same information from the operators of third-party owned Augmentation Stations and shall provide such information to SACWSD within three business days after receipt. On a monthly basis, Aurora shall provide the District 2 Water Commissioner with records of the total amount of water run through the Aurora-owned Augmentation Station(s) that are used to deliver Subject Water. and the total

amount of water that Aurora has run through any third-party owned Augmentation Stations that are used to deliver Subject Water. SACWSD is responsible for all reporting due to the State of Colorado under its water court decrees or any approved substitute water supply for the delivery of Subject Water through the Augmentation Station(s).

6. Liability. Aurora shall not be responsible to SACWSD for any claims or damages related to the delivery of water through the Augmentation Station(s) pursuant to this Agreement and SACWSD hereby waives any such claims or and agrees to be responsible for any such claims or damages asserted by LMDC-LBD or any third parties. SACWSD hereby acknowledges and agrees that Aurora may rely on the Augmentation Delivery Schedule as an accurate accounting of Subject Water available to SACWSD.

7. Lupton Meadows Ditch Company and Lupton Bottom Ditch Company Requirements. Prior to the initial use of any Augmentation Station, SACWSD will obtain written authorization from the Lupton Meadows Ditch Company's Board of Directors and/or from the Lupton Bottom Ditch Company's Board of Directors for the delivery of Subject Water to such Augmentation Station; provided that any delay or failure in obtaining such authorization shall not permit SACWSD to reject any Augmentation Station identified by Aurora that is otherwise compliant with this Agreement.

8. Successors and Assigns. Neither Aurora nor SACWSD may assign its rights or delegate its duties hereunder without the prior written consent of the other Party in such Party's discretion. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns permitted under this Agreement. The Parties intend that Aurora shall not incur any liability other than those liabilities directly running to Aurora or assigns permitted under this Agreement, if any.

9. 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.

10. Sole Obligation of Utility Enterprise.

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

    (b) In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, SACWSD 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.

11. Annual Appropriation of SACWSD. SACWSD's Board of Directors has budgeted and appropriated funds for the performance of its obligations hereunder, which appropriation is effective for the remainder of SACWSD's budget year. Any financial obligations of SACWSD hereunder to be incurred in future budget years shall be subject to the annual appropriation of funds therefore, which appropriations, if made, shall be made in the budgetary discretion of the SACWSD Board of Directors. If SACWSD fails to appropriate funds for its obligations under this Agreement for any budget year, SACWSD shall give Aurora written notice of such failure before the commencement of said budget year and Aurora shall not be required to provide SACWSD Augmentation Capacity for such budget year and may, in its discretion, either (i) terminate this Agreement upon written notice to SACWSD or (ii) waive its right to terminate this Agreement in which case Aurora may terminate this Agreement if SACWSD fails to appropriate funds for any subsequent budget year.

12. Force Majeure. 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 (excluding any obligation to pay funds) due solely to conditions or events of *force majeure*, as that term is specifically defined herein; provided that: (a) the non-performing Party gives the other Party prompt written Notice describing the particulars of the occurrence of the *force majeure*; (b) 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 (c) 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. 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) acts of God, b) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, c) sabotage, d) vandalism beyond that which can be reasonably prevented by the Party, e) terrorism, f) war, g) riots, h) fire, i) explosion, j) severe cold or hot weather, k) blockades, l) insurrection, m) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), n) 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, o) inability, despite due diligence, to obtain required licenses, permits or approvals, and, p) changes of law relating to financial obligations, revenues and

budgetary matters concerning Colorado local governments and their enterprises. 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 ninety (90) 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 ninety (90) 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.

13. 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 or as authorized assigns, nor to limit in any way the powers and responsibilities of Aurora, SACWSD, or any other entity not a party or assign hereto. Without limiting the foregoing, the Parties agree that there are no third-party beneficiaries of this Agreement.

(b) *Entire Agreement*. 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.

(c) *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.

(d) *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.

(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) *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.

(g) *No Attorney 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 attorney and other professional fees, costs and expenses associated with any such proceedings.

(h) *No Construction Against Drafter*. This Agreement was drafted by both Parties. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

(i) *Non-Severability; Effect of Invalidity*. Each Section in this Agreement is intertwined with the others and are not severable unless by mutual consent of Aurora and SACWSD or as provided for below. If any provision or portion of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable for any reason by a Court of competent jurisdiction, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. If any portion of this Agreement is held invalid or unenforceable to either Party or as to both Parties, the Parties will immediately attempt to negotiate valid alternative portions that as near as possible to give effect to any portions so stuck.

(j) *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.

(k) *Non-Business Days*. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

(l) *Recitals and Exhibits*. The recitals and exhibits attached hereto are hereby incorporated into this Agreement.

(m) *Recordation*. Following the execution of this Agreement and any amendment hereto, either of the Parties may cause this Agreement or any amendment to be recorded with the Clerk and Recorder's Office of such county or counties in Colorado as they may desire.

(n) *Authority of the Parties*. The Parties each affirm and represent that they have the full power and authority to execute this Agreement and thereafter perform all of the terms and conditions set forth herein.

(o) *No Agency Created*. This Agreement is not intended and shall not be construed to create any joint venture, agency relationship or partnership between the Parties. Neither of the Parties shall have any right or authority to act on behalf of or bind the other Party.

14. Notice. All notices, requests, demands, or other communications (collectively, "Notices") hereunder shall be in writing. All such notices, payments and communications will be deemed to have been duly given on the date of service, if delivered and served personally on the recipient or if delivered by email; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third business day after

mailing, if mailed to the recipient by first-class mail, postage prepaid, and properly addressed as follows:

To Aurora: City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012-1555
Attn: City Attorney
sneitzel@auroragov.org

with copy to: City of Aurora
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012-1555
Attn: General Manager, Aurora Water
mbrown@auroragov.org

with copy to: Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver CO 80202
Attn: Andrew L. Meyers, Esq.
ameyers@bhfs.com

To SACWSD: General Manager
South Adams County Water and Sanitation District
6595 E. 70th Avenue
Commerce City, CO 80022
jjones@sacwsd.org

with copy to: Richard Mehren
Moses, Wittemyer Harrison and Woodruff, P.C
2595 Canyon Blvd., Suite 300
Boulder, CO 80302
rmehren@mwhw.com

with copy to: General Counsel
South Adams County Water and Sanitation District
6595 E. 70th Avenue
Commerce City, CO 80022
jmock@sacwsd.org

Persons and addresses to which notices, payments, and other communications are to be sent may be changed by written notice pursuant to this Section 14.

15. Notice for Day-to-Day Operations. Communications concerning operations under this Agreement, including day-to-day directions or communication by SACWSD or Aurora

concerning diversion and delivery of water to the Augmentation Station(s) shall be as follows:

To Aurora:

John Murphy
303-739-7660
jmurphy@auroragov.org

with a copy to:

SPAccounting@auroragov.org

For emergency response outside office hours:
FlowControlCenter2@auroragov.org
303-326-8385

To SACWSD:

Water Resources Manager
303-588-4814
Twilliams@SACWSD.org

With a copy to:

Jon George
jgeorge@bbawater.com

and

Paul Bruss
pbruss@bbawater.com

The foregoing representatives or their contact information may be changed with written notice pursuant to Section 14 above. Telephonic instructions shall be followed by email confirmation. All notices for diversion and delivery of water shall be provided a minimum of 48 hours in advance, excluding emergencies.

16. Commissions and Fees. Each Party shall be solely responsible for the payment of any and all commissions or fees that it incurs with respect to this Agreement.

[signature pages follow]

AURORA:

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

_____ _____
Mike Coffman, Mayor Date

ATTEST:

_____ _____
_____, City Clerk Date

APPROVED AS TO FORM FOR AURORA:

_____ _____ _____
Stephanie J. Neitzel, Assistant City Attorney II Date ACS#

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, 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)

SACWSD:

SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, ACTING BY AND THROUGH ITS SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT ACTIVITY ENTERPRISE

_____
Mizraim Cordero, President

ATTEST:

_____
Vicki Ennis, Secretary

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Mizraim Cordero as President and Vicki Ennis as Secretary of South Adams County Water and Sanitation District Activity Enterprise.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

(SEAL)

Exhibit A

List of Augmentation Station Locations under 01CW258

Augmentation Station Legal Descriptions

1. Lupton Bottom Diversion Augmentation Station. Proposed to be located in the NE1/4 NE1/4, Section 12, Township 1 North, Range 67 West of the 6th P.M. at a point approximately 570 feet from the North section line and 990 feet from the East section line of said Section 12.

2. Northglenn Augmentation Station. In the SE1/4 NW1/4, Section 31, Township 2 North, Range 66 West of the 6th P.M. at a point approximately 2,370 feet from the North section line and 1,990 feet from the West section line of said Section 31.

3. Central Augmentation Station. In the SE1/4 NW1/4, Section 31, Township 2 North, Range 66 West of the 6th P.M. at a point approximately 2,360 feet from the North section line and 1,990 feet from the West section line of said Section 31.

4. Aurora Parker East Augmentation Station. Proposed to be located in the SE1/4 NW1/4, Section 31, Township 2 North, Range 66 West of the 6th P.M. at a point approximately 2,350 feet from the North section line and 1,990 feet from the West section line of said Section 31.

5. Aurora Parker West Augmentation Station. Proposed to be located in the SW1/4 NE1/4, Section 36, Township 2 North, Range 67 West of the 6th P.M. at a point approximately 2,520 feet from the North section line and 2,620 feet from the East section line of said Section 36.

6. Aurora Everist South Augmentation Station. Proposed to be located in the SE1/4 SW1/4, Section 25, Township 2 North, Range 67 West of the 6th P.M. at a point approximately 50 feet from the South section line and 2,070 feet from the West section line of said Section 25.

7. Aurora Vincent Augmentation Station. Proposed to be located in the NW1/4 SE1/4, Section 25, Township 2 North, Range 67 West of the 6th P.M. at a point approximately 1,540 feet from the South section line and 2,470 feet from the East section line of said Section 25.

8. Aurora Everist North Augmentation Station. Proposed to be located in the SW1/4 NE1/4, Section 25, Township 2 North, Range 67 West of the 6th P.M. at a point approximately 2,630 feet from the North section line and 2,550 feet from the East section line of said Section 25.

9. Aurora Ft. Lupton East Augmentation Station. In the NE1/4 SW1/4, Section 30, Township 2 North, Range 66 West of the 6th P.M. at a point approximately 2,600 feet from the South section line and 1,800 feet from the West section line of said Section 30

10. Aurora Hill-Oakley Augmentation Station. In the SE1/4 NW1/4, Section 30, Township 2 North, Range 66 West of the 6th P.M. at a point approximately 1,370 feet from the North section line and 1,520 feet from the West section line of said Section 30.

11. Sand Hill Augmentation Station. Proposed to be located in the NW1/4 NE1/4, Section 25, Township 2 North, Range 67 West of the 6th P.M. at a point approximately 90 feet from the North section line and 2,460 feet from the East section line of said Section 25.

[depiction on following page]

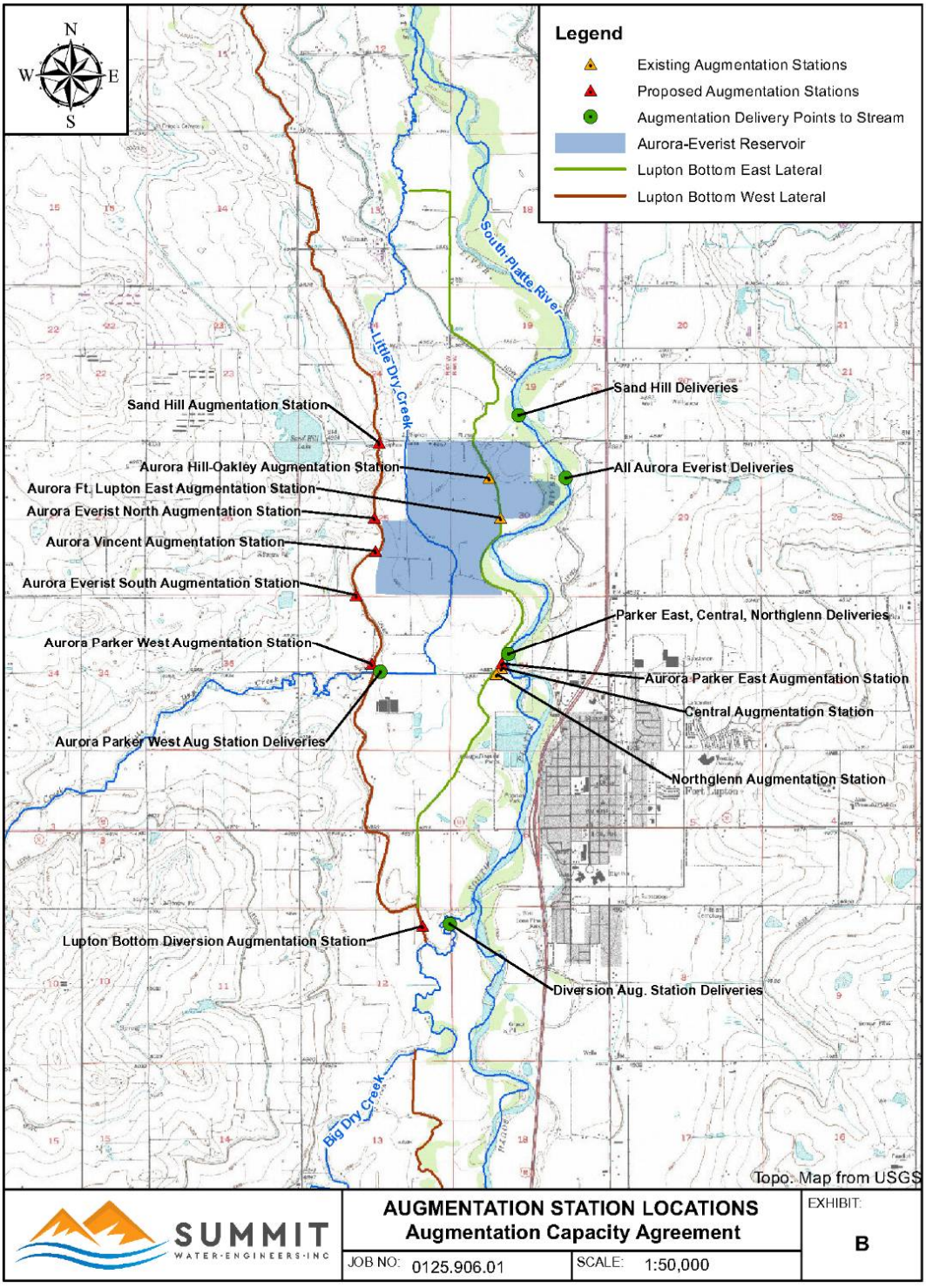
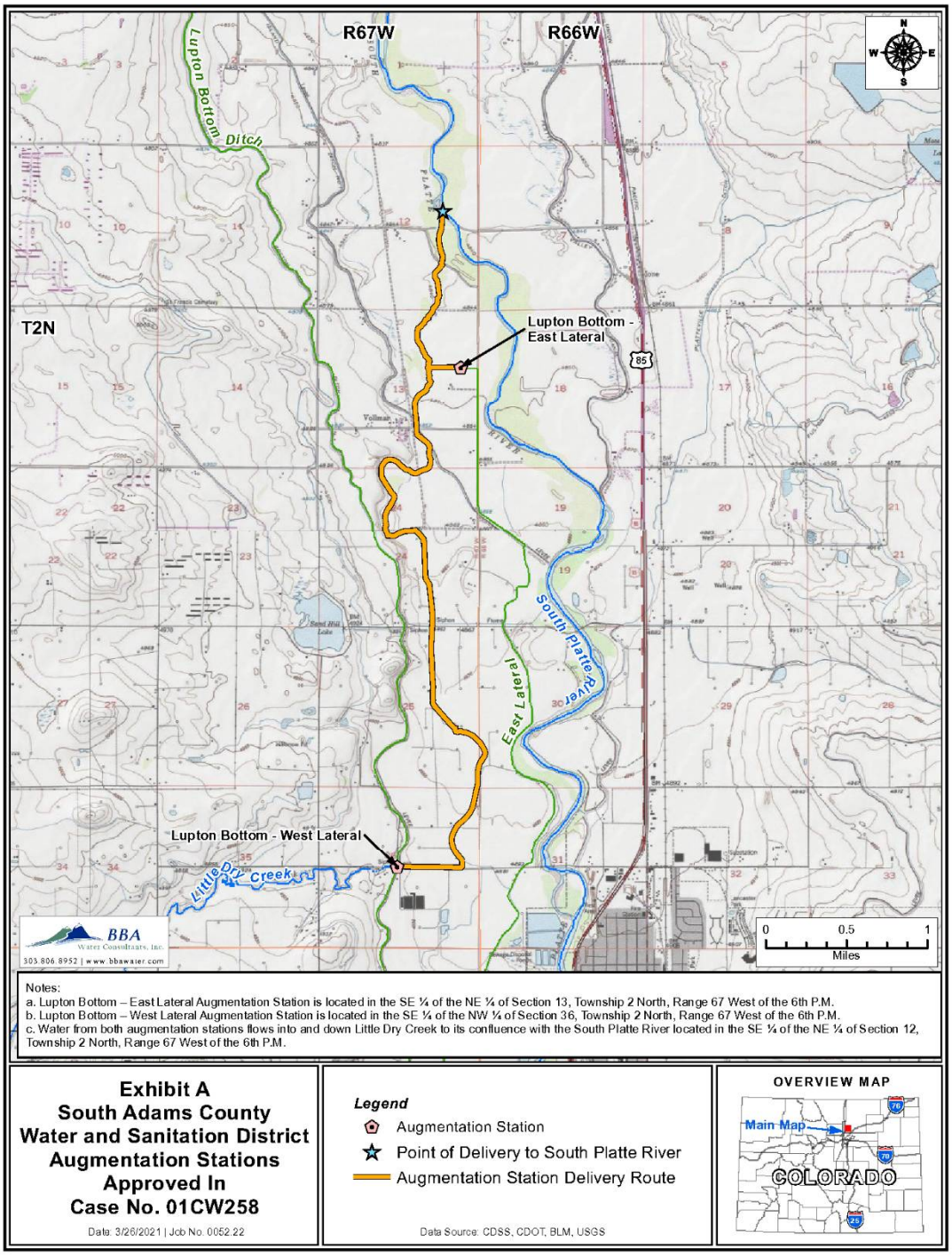

N
W
E
S
Legend
Existing Augmentation Stations
Proposed Augmentation Stations
Augmentation Delivery Points to Stream
Aurora-Everist Reservoir
Lupton Bottom East Lateral
Lupton Bottom West Lateral
South Platte River
Little Dry Creek
Big Dry Creek
Sand Hill Augmentation Station
Aurora Hill-Oakley Augmentation Station
Aurora Ft. Lupton East Augmentation Station
Aurora Everist North Augmentation Station
Aurora Vincent Augmentation Station
Aurora Everist South Augmentation Station
Aurora Parker West Augmentation Station
Aurora Parker West Aug Station Deliveries
Lupton Bottom Diversion Augmentation Station
Sand Hill Deliveries
All Aurora Everist Deliveries
Parker East, Central, Northglenn Deliveries
Aurora Parker East Augmentation Station
Central Augmentation Station
Northglenn Augmentation Station
Diversion Aug. Station Deliveries
Topo. Map from USGS
SUMMIT
WATER·ENGINEERS·INC
AUGMENTATION STATION LOCATIONS
Augmentation Capacity Agreement
JOB NO: 0125.906.01
SCALE: 1:50,000
EXHIBIT:
B

Exhibit B

List of Augmentation Station Locations under 18CW3121



CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Approve A Resolution Of the City Council of the City Of Aurora, Colorado, Expressing the Aurora City Council's Support to Work with the Metro Denver Homeless Initiative on Built For Zero on a Regional Coordination to Reduce Homelessness
Item Initiator: Lana Dalton, Homelessness Program Manager
Staff Source/Legal Source: Lana Dalton, Homelessness Program Manager; Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 5/3/2021

Regular Meeting: 5/10/2021

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: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 4/1/2021

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 March 18th, 2021 the Metro Denver Homeless Initiative (MDHI) hosted a convening for mayors, city council members, county commissioners, city managers, and other elected leaders from across the sever-county Metro-Denver region to discuss regional coordination of homelessness.

The event, in coordination with national nonprofit, Community Solutions, the Colorado Department of Local Affairs, Veteran Affairs, and others discussed the role of local planning coordination at a regional level on homelessness and maximizing resources through the use of the Built for Zero framework.

This item was presented to the Housing, Neighborhood Service and Redevelopment Policy Committee on April 1, 2021. The Committee approved to move to study session.

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

At this regional convening by the Metro Mayors Caucus, MDHI requested for each community to sign the following pledge:

"By signing this pledge, you are committing to building and sustaining a new future where homelessness is rare and brief — a moral and public health imperative that is necessary for an equitable future.

Your community is part of MDHI's Built for Zero region. As a community leader, you play a critical role in ensuring your local efforts are part of regional coordination. Built for Zero communities take strides toward that future by reaching functional zero for one population at a time — starting with veterans — until they've reached this milestone for all.

Join your fellow officials in pledging to move this work forward as a region.

By pledging, you are saying:

1. Homelessness is an issue we should address as a community and together, and we see work that makes sense to coordinate and achieve as a region as homelessness does not end at a city or county border.

2. The coordination with the Metro Denver Homeless Initiative on Built for Zero is how my community can help coordinate its local planning on homelessness regionally to generate reductions in homelessness.

3. I commit to help paving the way for this work to continue at the local level. This may look like encouraging my community to utilize the Homeless Management Information System which will help us all get to real-time data, participating in (or appointing a designee) local briefing groups, or helping remove barriers to the work."

Representatives from MDHI will present a short presentation regarding the pledge and strategy for regional collaboration.

QUESTIONS FOR COUNCIL

Does Council approve a Resolution to work with the Metro Denver Homeless Initiative on a regional coordination effort to eliminate homelessness?

LEGAL COMMENTS

Governmental entities may cooperating with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities. [Colo. Constitution Art. 14 § 18(2)(a)] Governments may cooperate with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation is authorized by each party with the approval of its legislative body or other authority having the power to so approve. (C.R.S. § 29-1-203(1)). City Council has the

authority and power to promote the prosperity, comfort and convenience of the city and its inhabitants. (City Code § 2-32) (TJoyce)

PUBLIC FINANCIAL IMPACT

☒ YES ☒ NO

If yes, explain: With participation in this effort, staff will need to utilize their time to assist in the organization and collaborative efforts amongst numerous entities to assist in the vision of obtaining functional zero.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2021- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S PLEDGE TO WORK WITH THE METRO DENVER HOMELESS INITIATIVE ON BUILT FOR ZERO FOR REGIONAL COORDINATION TO REDUCE HOMELESSNESS

WHEREAS, on March 18, 2021, the Metro Denver Homeless Initiative hosted a regional meeting for mayors, city council members, county commissioners, city managers, and other elected officials across the Denver Metro region to discuss regional coordination of homelessness; and

WHEREAS, the meeting discussed the role of local planning coordination at a regional level with Community Solutions, the Colorado Department of Local Affairs, Veterans Affairs to maximize resources using Metro Denver Homeless Initiative on Built for Zero to reduce homelessness; and

WHEREAS, the City of Aurora, Colorado can coordinate its local planning on homelessness with the Metro Denver Homelessness Initiative on Built for Zero to generate reductions in homelessness, starting with veterans; and

WHEREAS, at this meeting Metro Denver Homeless Initiative requested each community to sign the pledge to work together as a community and a region to eliminate homelessness.

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

Section 1. City Council approves the pledge between the City of Aurora, Colorado and the Metro Denver Homeless Initiative on Built for Zero regarding a coordinated approach to reduce homelessness.

Section 2. The Mayor and City Clerk are hereby authorized to execute the pledge with such technical additions, deletions and variations as may be deemed necessary or appropriate by the City Attorney that is 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:



_____

TIM JOYCE, Assistant City Attorney

KEY TERMS

Please use this as a guide for messaging, or as a resource to share with reporters I **Shareable PDF**

Brief	Specific
Built for Zero is a national movement of more than 80 communities working to measurably end homelessness, one population at a time.	**Built for Zero** is a movement of over 80 communities redefining what is possible and what it takes to measurably end homelessness. As part of Built for Zero, communities work together to achieve bold results by bringing local actors together around a commitment to ending homelessness. By using real-time, individual-level data, more than half of those communities achieved reductions in the number of people experiencing chronic and veteran homelessness.
Community Solutions is a nonprofit working toward a lasting end to homelessness that leaves no one behind. It leads the Built for Zero movement.	**Community Solutions** is a nonprofit organization that works to create a lasting end to homelessness that leaves no one behind. Community Solution leads Built for Zero, a movement of more than 80 cities and counties working to measurably end homelessness, one population at a time.
Chronic homelessness describes the population of people experiencing long-term homelessness.	**Chronic homelessness** is used to describe people who have experienced homelessness for at least a year — or repeatedly — while struggling with a disabling condition such as a serious mental illness, substance use disorder, or physical disability.
Functional zero for chronic homelessness is a milestone proving a community has ended long-term homelessness.	**Functional zero for chronic homelessness** indicates that there are close to zero people experiencing long-term homelessness. Specifically it means a community has less than 3 people are experiencing chronic homelessness in a community or .1% of the total number of individuals reported in the most recent point-in-time count.
Functional zero for veteran homelessness is a milestone that means a community has fewer veterans experiencing homelessness than they can house in a month.	**Functional zero for veteran homelessness** means that a community has fewer veterans experiencing homelessness than it can routinely house in permanent housing in a month. For example, if a community is housing four veterans a month on average, it must have four or less veterans experiencing homelessness. This reality must be sustained. **Video**
A by-name list is a dynamic and comprehensive list of people experiencing homelessness in your community that is updated at least monthly but as often as possible.	The **by-name list** is a real-time, person-specific list of everyone experiencing homelessness within a population. The by-name list provides communities with a full and real-time view of homelessness in their geography. Using this data, cities and counties are able to triage individual cases, understand the broader patterns of homelessness in their community, and ensure that resources and efforts are driving down the overall number of people experiencing homelessness to zero.

WHAT IS **BUILT FOR ZERO?**

WHAT IS BUILT FOR ZERO?

- Built for Zero is a movement of more than 80 cities and counties working to measurably end homelessness, one population at a time.
- We envision a future where homelessness is never an inevitable or inescapable way of life.
- Driving the number of people experiencing homelessness to zero takes moral courage, data-driven thinking, and a system-wide approach.
- Communities in Built for Zero are using data to change how homeless response systems work and the impact they can achieve. By bringing local leaders together around a commitment to measurably end homelessness, communities have demonstrated that they can achieve a bold result together that no organization can deliver alone.
- Fueled by collaboration and real-time, person-specific data, more than half of those cities and counties have driven reductions in a population of people experiencing homelessness.
- Communities in Built for Zero have reached functional zero, a milestone that proves the community has a data-driven, coordinated system in place that ensures fewer people are experiencing homelessness than can be housed in a month. This results in a reality where homelessness is rare overall and brief when it occurs.

Communities in Built for Zero use four principles to guide how they work:

- **An integrated, command center team.** Instead of working in silos, key actors like nonprofit organizations, the Continuum of Care, the housing authority, local government, and the VA come together around a shared goal of functional zero.
- **A commitment to population-level outcomes.** Built for Zero communities measure success by population-level outcomes, rather than program-level outcomes.
- **Comprehensive, real-time, by-name data.** Built for Zero communities know everyone experiencing homelessness by name, in real time.
- **Strategic, data-driven housing investments.** Built for Zero communities use real-time data to help secure housing resources and target them for the greatest possible needs.

WHAT IS UNIQUE ABOUT BUILT FOR ZERO COMMUNITIES?

- Built for Zero is a methodology and movement of communities proving that ending homelessness is solvable.
- Communities use real-time data and proven strategies to collaborate around the shared goal of measurably ending homelessness.
- Real-time data allows local leaders to truly understand and remove systemic and individual barriers that are keeping people trapped in homelessness.
- They drive toward functional zero, an end state that means that well-coordinated, data-driven systems are in place to help keep homelessness rare and brief.

RESOURCES

- **What communities are in Built for Zero?** Built for Zero Map

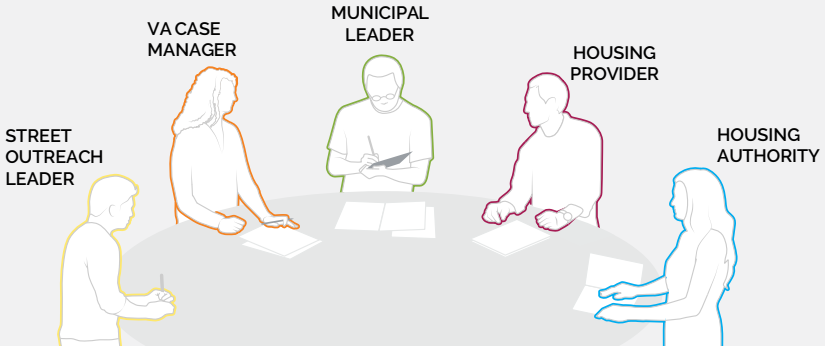
1. A SHARED, MEASURABLE GOAL.

Communities start with a shared goal of reaching functional zero for either veteran or chronic homelessness.



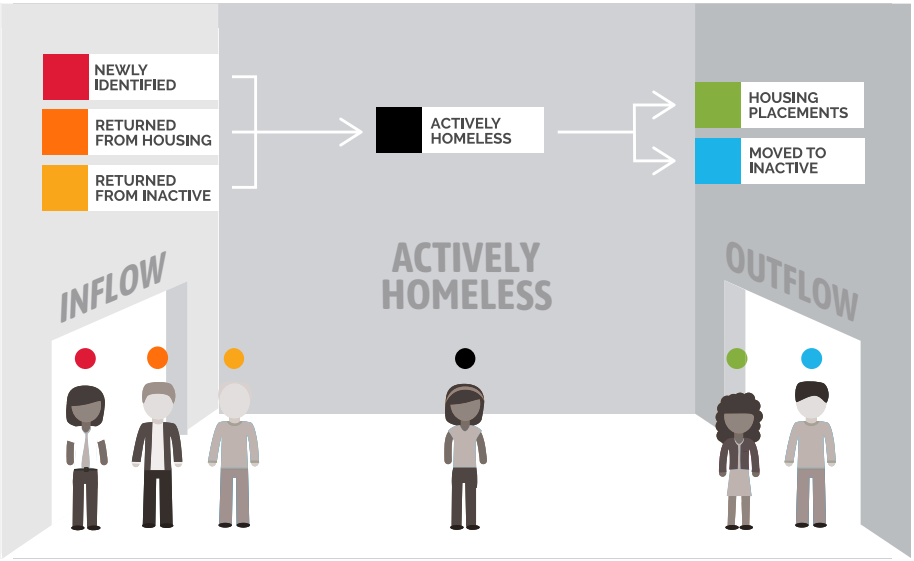
2. A COMMAND CENTER WORKING TOGETHER.

Everyone who touches the problem, like non profit organizations, the housing authority, local government, the VA, and the continuum of care, work together every week toward a shared definition of zero.



3. A QUALITY DATA SYSTEM.

You cannot solve a problem you don't understand. We help communities in Built for Zero develop real-time, person-specific data systems so they can understand who is experiencing homelessness, how their system is performing, and where they need to target their resources.



4. BUILDING PROBLEM SOLVING CAPACITY.

We provide coaching for communities to apply quality improvement science, a methodology for problem solving, to improve how their homeless response systems operate. We also equip them with the technology and tools they need to fully leverage their real-time data and understand whether their efforts are working.

5. PREVENTING HOMELESSNESS AND DISRUPTING INFLOW.

By the time someone experiences homelessness, they are likely to have touched numerous other systems, which may include healthcare, housing systems, foster care, or the criminal legal system. Our Built for Zero team is working to understand how systems like these can work together to help communities stop people from becoming homeless in the first place.

6. CLOSING THE HOUSING GAP.

Across the country, we are delivering new housing models that revolutionize the way affordable and supportive housing are developed. By combining nonprofit ownership with flexible financing through impact capital, we are bringing new housing units into the system in a much faster, cost-efficient, and flexible way.

HOW DO BUILT FOR ZERO COMMUNITIES WORK DIFFERENTLY?

THE PROBLEMS	THE BUILT FOR ZERO SOLUTIONS
No single actor is fully accountable for ending homelessness in a community. Each local agency or program holds its own small piece of the solution, but no one has their eye on how the pieces fit together.	**An integrated, command center team.** Key agencies, like the Continuum of Care, the housing authority, local government, and the VA, work together every week toward a shared definition of zero.
Funders evaluate success on the performance of individual housing programs, not on whether a community collectively reduces homelessness. But single programs don't get us to zero — whole communities do.	**Community-level measurement.** Built for Zero communities measure success by the total number of people experiencing homelessness, not by program outcomes. Data enables communities to rapidly test new ideas and understand if those efforts are working.
A once-a-year count of a problem that changes nightly. Annual street counts are a snapshot; your community needs a video. Getting to zero takes line of sight into how people move through your system over time.	**Comprehensive, real-time, by-name data.** Built for Zero communities know everyone experiencing homelessness by name, in real time. The result is more tailored solutions for individuals and a clearer picture of the system as a whole.
Housing supply paralysis. Expanded housing resources are crucial, but many cities have dramatically expanded housing supply without making a dent in homelessness. The reason? They never fixed the housing system.	**Strategic, data-driven housing investments.** Built for Zero communities use real-time data to secure the housing resources they need and target them for the greatest possible reductions in homelessness.

Regional Coordination:

Local Planning on Homelessness Coordinated at a Regional Level via Built for Zero

Dr. Jamie Rife, Metro Denver Homeless Initiative

Metro Denver Homeless Initiative (MDHI)

- Mission: Leading and advancing collaboration to end homelessness in our region
- Metro Denver Continuum of Care (CoC) - a regional system that coordinates services and housing for people experiencing homelessness
- Region Includes: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, and Jefferson
- Coordinates the Point-in-Time (PIT), Homeless Management Information System (HMIS), OneHome (Coordinated Entry System), Annual HUD Funding Application, State of Homelessness Report

Context for Regional Coordination – Why Now?



Convening of Elected Officials

- Mayors, County Commissioners, City Council Members, and City Managers in seven county region, select State/Federal partners
- Coordination of local planning at regional level with MDHI using Built for Zero framework from Community Solutions



Built for Zero Framework for Regional Coordination

Movement of more than 80 communities, proving it is possible to measurably end homelessness, one population at a time

Built For Zero.
Metro Denver CoC

MDHI

How Does Built for Zero Work?

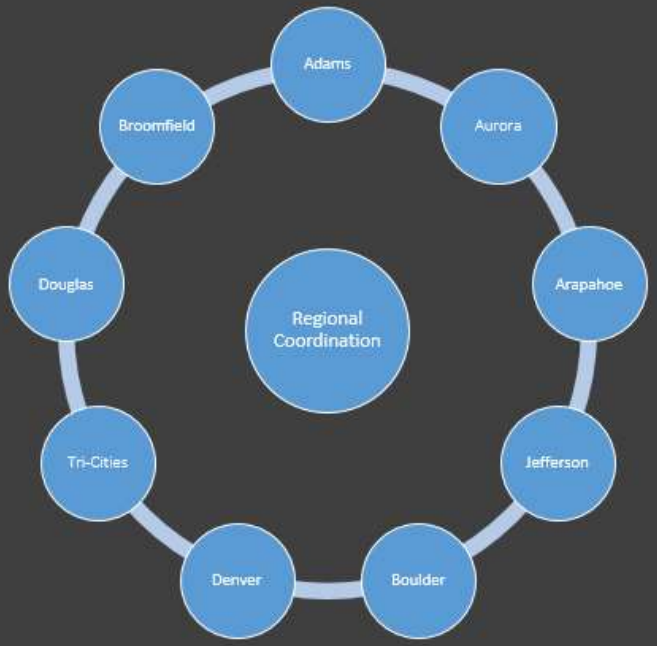
- Communities using data to change how homeless response systems work and the impact they can achieve
- Local leaders work together around a commitment to measurably end homelessness (make it rare & brief)
- Fueled by collaboration and real-time, person-specific data, cities and counties driving reductions in
- Communities have reached *functional zero*, a milestone that proves the community has a ***data-driven, coordinated system*** in place that ensures fewer people are experiencing homelessness than can be housed in a month.
- VIDEO on Solving Homelessness with Built for Zero

Built For Zero.

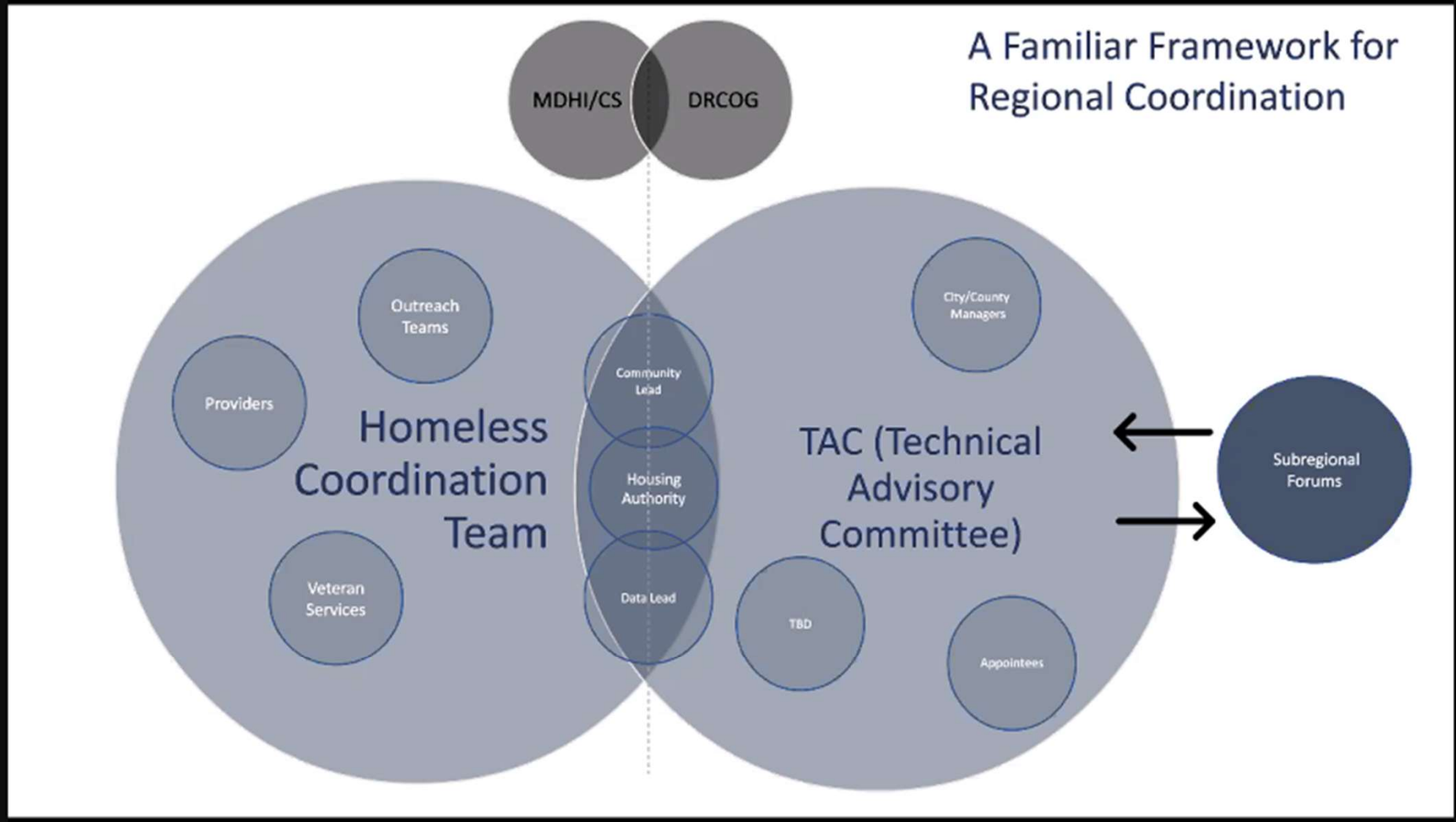
Metro Denver CoC

Why We are Staring with Veterans?

- We have to start somewhere.
- Lessons learned and the infrastructure built through this process can be used to address other subpopulations (families, youth, chronic, etc.)
- Denver metro has a robust By-Name List of all known Veterans experiencing homelessness that is updated daily.
- Agencies have Supportive Services for Veterans & Families (SSVF) funding to address rapid-rehousing and prevention
- Six agencies have contracts providing transitional housing for Veterans experiencing homelessness, covering 10 sites and 257 beds.
- VA metro Denver has 1,240 active HUD-VASH vouchers for permanent supportive housing with another 200 coming this year



The Structure for Regional Coordination


A Familiar Framework for Regional Coordination
MDHI/CS
DRCOG
Outreach Teams
Providers
Homeless Coordination Team
Veteran Services
Community Lead
Housing Authority
Data Lead
City/County Managers
TAC (Technical Advisory Committee)
TBD
Appointees
Subregional Forums

The Pledge

The Pledge is a ***commitment to coordinate*** locally on the Built for Zero framework to generate reductions

Commitment to help form, similar to transportation, a Technical Advisory Committee (TAC) and Subregional Forum in Aurora

By pledging, you are saying:
1. Homelessness is an issue we should address as a community and together, and we see work that makes sense to coordinate and achieve as a region as homelessness does not end at a city or county border.
2. The coordination with the Metro Denver Homeless Initiative on Built for Zero is how my community can help coordinate its local planning on homelessness regionally to generate reductions in homelessness.
3. I commit to help paving the way for this work to continue at the local level. This may look like encouraging my community to utilize the Homeless Management Information System which will help us all get to real-time data, participating in (or appointing a designee) local briefing groups, or helping remove barriers to the work.

Where Officials Have Signed the Pledge (4/12/2021)

- Cherry Hills Village
- City & County of Denver
- City & County of Broomfield
- City of Arvada
- City of Boulder
- City of Castle Pines
- City of Edgewater
- City of Lakewood
- City of Lone Tree
- City of Longmont
- City of Northglenn
- City of Sheridan
- City of Wheat Ridge
- City of Golden
- City of Westminster
- City of Thornton
- Jefferson County
- Metro Mayors Caucus
- State of Colorado
- State Senator Chris Colker (Centennial)
- UCD, Department of Urban & Regional Planning

Questions?

Resources

- The Pledge
- Recording of March 18th
- The State of Homelessness Report
- Video on Built for Zero
- List of Communities in Built for Zero
- Jamie.Rife@mdhi.org

HOUSING, NEIGHBORHOOD SERVICES & REDEVELOPMENT POLICY COMMITTEE
April 1, 2021

Members Present: Council Member Nicole Johnston, Chair
Council Member Alison Coombs, Vice-Chair
Council Member Marsha Berzins

Others Present: Barbara Abbots, George Adams, Andrea Amonick, Scott Campbell, Lana Dalton, Sharon Duwaik, Michael Franks, Elizabeth Fuselier, Jeff Hancock, Karen Hancock, Tim Joyce, Emma King, Omar Lyle, Rodney Milton, Mindy Parnes, Jessica Prosser, Roberto Venegas, and Cecilia Zapata

WELCOME AND INTRODUCTIONS
Council Member Johnston welcomed all to the meeting.

MINUTES
Minutes of the March 4, 2021 meeting were approved.

ANNOUNCEMENTS
No announcements were made.

NEW ITEMS

Aurora's Emergency Rental Assistance Program Update
Summary of Issue and Discussion
Since June 19, 2020, seven hundred twenty-eight (728) households have avoided eviction through the City's rental assistance program, totaling $2,962,110.00. Staff stated they are working on an Intergovernmental Agreement (IGA) with the State in which the State will manage $9M of the $11.4M in additional funds that was awarded. This falls in line with what other jurisdictions around the state are doing to manage these funds. The State has a system in place to manage the program, which includes a dashboard where staff can review funds broken down by County. The City will withhold and manager $2M of the funds for residents who have already received funding.

Questions/Comments
CM Berzins asked where the funds came from and how much is being projected to get through the $1.9 trillion that was just passed. Manger of Community Development Rodney Milton stated the funds are from the second stimulus and proceeded to share a breakdown of the funds. CM Johnston requested to have the informational chart sent to the Committee in a format that may be shared on social media. Rodney stated that as staff moves through the implementation of the housing strategy, activities will be communicated so people understand how they may connect to resources and so outcome-based information and accomplishments are displayed. CM Johnston stated she spoke with a constituent with a disability who received an injury due to a fall and needed assistance. She found it difficult to get very limited resources and information from the County to the individual. She asked about the department's relationship with the counties and if there is a system in place or being developed to get the rental assistance information to the counties. Rodney stated that building those relationships is a priority and that staff is working on a seamless process for all to obtain information. He stated the IGA with the State is going to be beneficial because it's a one-stop-shop that helps folks navigate rental assistance. Staff is working hard to remove barriers, give guidance and help those in need. CM Berzins asked if there is a fraud prevention program in place to ensure these funds are going to the right people. Rodney stated staff verifies documents and monitors compliance. He confirmed that checks are going to the landlord and property management offices and not to the individual applying for assistance. He is unsure of the type of fraud prevention in place at the Federal level.

Outcome
This item was informational only and no action was taken.

Resolution Expressing Support to Work with the Metro Denver Homeless Initiative on Built for Zero on a Regional Coordination to Reduce Homelessness

Summary of Issue and Discussion
The Metro Homeless Initiative meeting on March 18th asked jurisdictions and counties to pledge that they will participate in a regional effort to reduce homelessness. Staff read the pledge which states that homelessness is an issue, that we will coordinate with the Metro Denver Homelessness Initiative on Built for Zero (getting the homelessness population to a functional zero), and to be innovative and pave the way moving forward on this type of work. Staff recommends the City signs the pledge and moves forward in participating in the collaboration.

Questions/Comments
CM Berzins stated it was a great idea but would not support signing a pledge without specifics, such as costs. CM Coombs stated she was on the call and that there wasn't a request for money. Any future spending would have to be approved by the City. She stated the pledge is a commitment to participate in a process with other regional partners to determine what are good steps to take as a collective to address homelessness and what specifically the City is going to do toward the effort. She felt they have carried out a clear process in multiple places throughout the country where they start the conversation with elected officials, followed by service providers, and finally bring everyone together. She stated it was a great idea and is excited to be a part of it. CM Johnston stated she supports the pledge and pointed out that the agenda item commentary indicated there is no public financial impact. She stated there are currently systems in place to collect homelessness data and Aurora was already doing other things, however this pledge was formalizing regional and collaborative coordination.

Outcome
Councilmembers Johnston and Coombs supported the Resolution and approved to forward the item to study session. CM Coombs requested MDHI attend the study session to give a presentation. Lana Dalton will invite MDHI and Community Solutions, the consultant company that is working with MDHI on this effort.

Housing and Homeless Services COVID-19 Funding Update

Summary of Issue and Discussion
Staff presented on the current state of homelessness and affordable housing, the current timeline for cold-weather closures, and Federal dollars. The Point In Time count for 2018 – 2021 was shared. In 2021, the number of individuals experiencing homelessness reflected as 462, however, this is a rough estimate and it was not possible to collect true numbers due to the pandemic. Homelessness is increasing; therefore, it is important to address the issue through affordable housing and additional services in the community. The Housing Strategy listed affordable housing and rental units were short by 7,500 in 2018 for folks who earned less than $25,000 a year, and this number has increased since then. 56,000 individuals meet that income threshold. The number of households that recently received rental assistance represents an indication of vulnerability of housing and potential housing instability.

Funding in the amount of 72M is coming to the City through Department of Treasury funds. HUD HOME Funds, CDBG, and ESG funds can possibly be anticipated for additional COVID relief. The preliminary number of HUD HOME funds in the amount of 4.2M is to be used specifically on housing for those most vulnerable. Staff presented suggestions for use of the funds; to include gap funding for five surcharge programs that have a public safety and homelessness nexus in 2022, safe outdoor spaces with programming, shower trailer, laundry, restrooms with programming, acquisition of property and/or purchase of an office building/multi-family building to convert into deeply affordable housing, land acquisition for a new shelter/construction of a new shelter, and to expand GAP financing for affordable housing development. The Committee was asked for input and highest priority as it relates

to the stimulus dollars coming. The recommendations will be presented at the Spring Workshop. (Note: recommendations will now be presented at a study session in May).

Questions/Comments
CM Johnston suggested to line the recommendations up with the strategic plan and housing goals, include the short term/long term programs and timelines, and indicate these are evidence-based driven recommendations. CM Coombs asked to clarify if the request was to add 4 to 6 million to GAP Financing, or add 2M to increase the amount from 2-4M to 4-6M. Staff clarified it was adding 4-6M. CM Coombs stated the palette homes presented at the safe outdoor symposium were promising and asked what the benefits or reasons would be to add another shelter building versus having a significant number of palette homes. Lana Dalton stated the brick and mortar option will last longer, includes service provision such as a kitchen, and offers a centralized place for staff and individuals to go to during the day. However, brick and mortar would be more expensive.

CM Berzins stated the suggestions were good. She asked what percentage of people in encampments will not go to a shelter. Lana stated that in very cold weather it's a small percentage that does not accept help. She stated some are hidden and some really do want assistance but don't know how to obtain resources. CM Berzins stated it was heartbreaking to see people on the side of the road and wished everyone who needed assistance would accept the resources offered. She stated that when individuals leave their location, they leave stuff behind and knows staff is inundated with cleanup.

CM Berzins stated she is on the Board of FRA and they are dedicated to raise funds to move Comitis and AuMHC to another location. She said she didn't understand why the City was not working with Comitis. She stated the best solution would be to find a large tract of land with a building already on the land or build one. She stated she didn't understand why, with the large amount of money coming, the City would not work together with Comitis to make it a much better and bigger place. Roberto Venegas stated it has always been money and finding the appropriate site. He said having a lot of buildings was disjointed and services were not delivered efficiently. He stated it would be a mistake if the City would not take this opportunity to leverage the funds to create a long-term solution. He stated discussions are occurring to make this happen. CM Coombs stated she is on the board with Comitis and there have been conversations regarding the deed restrictions. She felt issues of support provided by people on the campus get painted as a negative to have Comitis and the Day Resource Center (DRC) there. There are volunteer students who need and want to volunteer and benefit from the participation. Proximity to the campus is important to the board and to the students. She stated others must recognize that the campus and the FRA are engines for gentrification in that area and there is most likely no place that is optimal for the DRC and Comitis. She stated there will need to be some compromise. She believes it will always be an issue for the FRA to have the DRC and Comits in their "backyard" and that is not a dynamic she wants to see or support. CM Johnston pointed out the proximity to the VA, which was a huge investment, and knows the intersectionality with veterans and homelessness. She stated there must be equity in those services while maintaining the partnership and coming up with some compromises.

CM Berzins stated there are numerous plans for low income housing that have been with the Planning Commission waiting to be approved for many months and hopes to see approvals and building soon. Plans include apartments and lower income houses that will help our supply of homes.

Outcome
This item was informational only and no action was taken.

MISCELLANEOUS MATTERS FOR CONSIDERATION

Housing Strategy Update
Staff stated they are governing and organizing themselves to make sure various departments, agencies and staff are aligning their activities with the housing strategy. Rodney once again described the working groups and

responsibilities related to each. The groups are working on their objectives and outcomes will be communicated. He announced the department is in the process of hiring a community engagement manager.

Mental Health Co-Responder Program Update
Staff announced the program manager position has been posted. The program working group which includes staff and external partners are working on program logistics. The program is anticipated to begin in June of 2021. The program name is being finalized.

Youth Violence Prevention Program Update
Staff announced the new program manager will begin on April 12, 2021, which is also the start of Youth Violence Prevention Week. A proclamation is being prepared for that week to be read by Council. An action table has been created to determine performance measures and priorities, and to work on RFPs to fund the various programs. Once the manager begins, the department will work closely with Denver on coordinating youth pop-up events and other events. CM Johnston stated there was unanimous support for the City to join as an official member of the Rocky Mountain Partnership that addresses violence issues and has a collective impact way to coordinate efforts. Staff stated they have met with the RMP and will continue to work with them as they navigate through the program.

Updates from Community Members
CM Johnston invited community members to give updates. Brian Arnold stated he was the president on the board at MDHI as well as on the design team for Built for Zero. He stated he would have a presentation ready for study session on the Resolution.

Chance Horiuchi stated she's been to some public meetings and understands residents are not in support of the development for Habitat for Humanity off Havana. The bid board recently asked her to be a participant at those public meetings and discussions.

Melinda Townsend of the Aurora Housing Authority stated they recently received 20 additional congressionally awarded mainstream vouchers. The vouchers are for individuals with adults in their household that have disabilities. Seventeen (17) Veteran Affairs Supportive Housing (VASH) vouchers were also received, bringing it to a total of 135-137 VASH vouchers for Veterans. She stated they are moving forward with their development at the Fitzsimmons location next to the State Veterans Administration Nursing Home. The development will include 50+ units of housing for senior Veterans, Veteran spouses, and Gold Star Parents (parents that have lost a child in military conflict). Lastly, she stated Aurora@Home is working on a new strategic plan.

Sydney Makita of the Community Housing Partners and chair of the Home Governing Board stated they applied for state tax credits for a project of 93 units called Eagle Meadow Homes on 2nd Ave., however, they were not awarded. When the second stimulus was approved in December, the 4% tax credit was at a better rate, but still didn't allow them to work on some of the deeply affordable units as anticipated. They will reapply in August and hopefully hear the result in November.

Next meeting: Thursday, May 6, 2021 at 8:30 a.m.
Meeting adjourned: 9:46 a.m.

APPROVED: _____

Committee Chair, Nicole Johnston

CITY OF AURORA
Council Agenda Commentary

Item Title: Proposed Revisions to the City Council Rules
Item Initiator: Susan Barkman, Council/Mayor Management Analyst
Staff Source/Legal Source: Susan Barkman, Council/Mayor Management Analyst/ Dan Brotzman City Attorney
Outside Speaker: None.
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 5/3/2021

Regular Meeting: 5/10/2021

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: City Council Rules Ad Hoc Committee

Policy Committee Date: 4/13/2021

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.)***

In 2020 the City Council Rules Ad Hoc Committee began meeting in March and was delayed due to the pandemic. The committee picked up in August and met through the end of the year. During these meeting the group proposed a series of revisions to the preface and Sections A, B and C of the City Council Rules. These changes were taken a Study Session on February 1, 2021 and council members asked for the proposed revisions to come back to the City Council Rules Ad Hoc Committee for discussion.

The committee met on April 13th and determined that the proposed revisions to Sections A, B, and C move back to a Study Session for review by the whole council. Those in attendance reached consensus that they would support breaking up revisions into sections so that revisions were moving forward in a timely manner and could more easily be split up for study sessions.

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

The changes being proposed are in Sections A, B, and C of the City Council Rules. The back up materials include the revisions and the specific proposed language.

Section A – Council Meetings
The porposed revisions mainly revolve around who can call additional meetings and the threshold needed to call that meeting. Further clarifications about enter executive session and back up materials.

Some council members have expressed an interest being able to attend remotely in the event of a conference or other council related business prevents them from attending in person. Council members present at the committee wanted to better understand how that would work with technology in Chambers. This provision will be brought back to committee in the future and may come to council in the future.

Section B – Agenda Items
Proposed revisions would require sponsor information to be listed, ensure back up materials are submitted in accordance with the Clerk's publication, add a section that prohibits the removal of council member sponsored items without their consent, requires an explanation of any dual listed or waivers of reconsideration.

Section C – Special Roles
The change is to give council members interested in running for Mayor Pro Tem until November 22nd to notify the other council members.

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the proposed revisions?

LEGAL COMMENTS

Council shall meet regularly at the city hall at least twice each month at a time to be fixed by the rules of procedure of each council. The council shall prescribe rules of procedure to govern meetings. (City Charter Art. 3-8) (Allen)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

RULES OF ORDER AND PROCEDURE

FOR THE AURORA, COLORADO, CITY COUNCIL

A. City Council Meetings

1. Regular City Council Meetings. The City Council[1] will meet in regular session in the Council Chambers of the Aurora Municipal Center on designated Mondays at **6**:30 p.m., and on such other days and at such other times as may be chosen by City Council at the last meeting of the calendar year, unless otherwise determined at a prior meeting. Once defined, changes to the calendar can only occur **under the Special Meeting Rules set forth in A(2) or** with a unanimous vote of the City Council. At least twenty-four (24) hours prior to the meeting, the City Council shall post the agenda of the meeting in the entryway at the east entrance of the Aurora Municipal Center. The posting location shall be redesignated annually at the last regular City Council meeting of each calendar year.

   ~~Council Members for the limited purpose of accommodating conditions defined in Section A.9 or an emergency who are present for roll call but temporarily off the dais, including off camera if the member is participating using a virtual meeting, during a vote. Council Members may appear remotely, including off camera, at Regular City Council meetings for the limited purpose of accommodating conditions defined in Section A.9 or an emergency.~~

2. Special **Council Meetings** A special meeting of the City Council may be called by the Mayor alone or by any six (6) other Council Members. The request shall be made on forms provided by the City Council's Management Analyst. The form shall indicate **the Mayor** or the names of the Council Members requesting the meeting and shall be transmitted to the City Manager's Office for filing with the City Clerk. **The urgency for the meeting shall be set forth on the form as well as the need to vary from the procedure requiring a unanimous vote under A(1).** The notice The special meeting shall be held at a time and place designated in the Call; provided, however, that all Council Members shall be notified at least twenty-four (24) hours in advance of the date, time, place and subject matter of said special meeting. Council Members not receiving twenty-four (24) hours' notice may sign a waiver of this requirement at or subsequent to the meeting. The posting method described above for regular City Council meetings shall also be applicable to any special meeting.

   ~~Council Members may appear remotely, including off camera if the member is participating using a virtual meeting, at Special Meetings for the limited purpose of accommodating conditions defined in Section A.9 or an emergency.~~

[1] Unless otherwise apparent from the context of a particular rule, the reference to "City Council/ Council Member" shall be construed to include the Mayor.

3. **Special Study Sessions. A special study session of the City Council may be called by the Mayor alone or by any six (6) other Council Members. The request shall be made on forms provided by the City Council's Management Analyst. The form shall indicate the Mayor or the names of the Council Members requesting the meeting and shall be transmitted to the City Manager's Office for filing with the City Clerk. The urgency for the meeting shall be set forth on the form as well as the need to vary from the procedure requiring a unanimous vote under A.1. The notice The special meeting shall be held at a time and place designated in the Call; provided, however, that all Council Members shall be notified at least twenty-four (24) hours in advance of the date, time, place and subject matter of said special meeting. Council Members not receiving twenty-four (24) hours' notice may sign a waiver of this requirement at or subsequent to the meeting. The posting method described above for regular City Council meetings shall also be applicable to any special meeting.**

~~3. Conference Calls. No conference calls shall be instituted in place of a special meeting unless an emergency necessitates such arrangement.~~

4. Notice. Notice shall mean personal notification of the Council Member by any two of the following methods: phone; in person; or by transmitting a notice to the Council Member's City electronic mail address at least twenty-four (24) hours in advance of the scheduled meeting time or at the time the decision is made to call the meeting, whichever occurs first.

5. Study Sessions. **The City Council will meet in study session on designated Mondays and on such other days and at such other times as may be chosen by City Council at the last meeting of the calendar year, unless otherwise determined at a prior meeting. Once defined, changes to the calendar can only occur under the Special Meeting Rules set forth in A(2) or with a unanimous vote of the City Council.** ~~Study Sessions may be held at any time or place upon the call of the Mayor alone, or, in the absence of the Mayor, upon the call of the Mayor Pro-Tem alone, or at the request of six (6) other Council Members.~~ No formal legislative action **other than the vote to go into an executive session** shall be taken at any Study Session and no quorum shall be necessary. Formal legislative action shall be deemed to be the enactment of an ordinance or the promulgation of a resolution. However, efforts to arrive at a consensus position for the purpose of developing subsequent legislative action shall be permitted. Failure to notify all Council Members shall not adversely affect the calling of a Study Session, provided that the City Council's Management Analyst has used reasonable efforts to notify all Council Members at least twenty-four (24) hours in advance of a Study Session

~~Council Members may appear remotely at Study Sessions, including off camera if the member is participating using a virtual meeting, for the limited purpose of~~

~~accommodating conditions defined in Section A.9 or when a Study Session is called with less than 48 hours' notice. Study Sessions needed by staff shall be requested through the City Manager to City Council.~~ 7

6. Executive Session. An executive session may be called in accordance with state law. Permissible topics for an executive session are:
    a. The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; except that no executive session shall be held for the purpose of concealing the fact that a member of the local public body has a personal interest in such purchase, acquisition, lease, transfer, or sale;
    b. Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions. Mere presence or participation of an attorney at an executive session of the local body is not sufficient to satisfy the requirements of this subsection;
    c. Matters required to be kept confidential by federal or state law or rules and regulations. The local public body shall announce the specific citation of the statutes or rules that are the basis for such confidentiality before holding the executive session;
    d. Specialized details of security arrangements or investigations;
    e. Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators;
    f. Personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting;
    g. Consideration of any documents protected by the mandatory nondisclosure provisions of part 2 of article 72 of title 24, C.R.S., commonly known as the "Open Records Act."

    Prior to the time the members of the public body convene in executive session, the City Clerk or designee shall announce the topic(s) of the executive session in accordance with Section 24-6-402(4), C.R.S. Where possible, the agenda of an executive session which contains the topic(s) of the discussion shall be available for public inspection at the municipal records office located on the first floor of the Aurora Municipal Center. **An affirmative vote of two-thirds of the quorum present shall be required before entering an executive session.** State law governs the circumstances under which recording of an executive session is required. The City Clerk shall be responsible for securing the signature of the Mayor and the City Attorney, if applicable, on the mandatory certification of compliance at the conclusion of every executive session. Council Members shall keep all information, whether written or verbal, from an executive session confidential and shall not discuss or provide such information with/to anyone who was not present in the executive session. A Council Member who was not present during the executive session may listen to the recording of the executive session and shall be subject to the same provisions of confidentiality herein. When appropriate, only the Mayor, City Manager or designee and the Council Appointees may take action based upon activity in an executive session. ~~No conference calls or video access on the part of Council Member(s) shall be permitted except that Members may appear remotely, including off camera if the member~~

~~is participating using a virtual meeting, at special meetings for the limited purpose of accommodating conditions defined in Section A.9 or an emergency.~~ **Backup materials shall be submitted for each executive session item and will be distributed/transmitted to Council Members at least 24 hours prior to the executive session.** ~~Materials presented during an executive session by an outside entity (e.g., Aurora Economic Development Council (AEDC)) may be requested to be returned at the conclusion of the executive session.~~ Council Members may appear remotely at Executive Sessions for the limited purpose of accommodating conditions defined in Section A.9 or an emergency. Council Members appearing remotely for Executive Session shall participate using a secure, private phone line or electronic connection in a private area.

7. Seating. At the conclusion of: (i) the first regular meeting in December after the municipal elections in odd-numbered years; and (ii) the last regular meeting of the year in even-numbered years, seating locations (Ward and At-Large Council Members) for the subsequent calendar year shall be arranged according to seniority of the Council Members, calculated by the accumulation of the total years and months of Council Member service. The most senior Council Member shall be seated to the left of the City Attorney from the perspective of the dais. The next most senior Council Member shall be seated to the right of the City Manager, and thereafter the seating shall be arranged alternately between left and right until all seats are filled. Alphabetical selection using the last name shall be utilized in lieu of seniority when multiple Council Members are seated at the same time with the same seniority status.

8. Materials Submitted to City Council. The City Council acknowledges that parties appearing before the Aurora City Council frequently wish to provide materials to the City Council in support of a position or argument. However, the City Council is oftentimes unable to assimilate the materials in the context of the decision-making process occurring at the City Council meeting. The City Council will accept and receive into the record the following materials up to and including the City Council meeting itself: A reasonable number of pictures, graphs, petitions (with signatures only), and written materials not to exceed one page per speaker. On the other hand, multiple page materials delivered later than twenty-four (24) hours before the commencement of the City Council meeting will not be considered without a vote to accept. In order to accept and receive into the record materials not delivered by the deadline, the City Council must, by majority vote of the quorum, authorize the acceptance of materials.

9. Reasonable Accommodation. Upon request of a Council Member, the City will provide reasonable accommodations for the Council Member to continue performing their official duties while they are disabled, as defined in the Americans with Disabilities Act and Colorado Civil Rights Act, or when a situation arises that would qualify for accommodation under the federal Family Medical Leave Act, Colorado's Pregnant Workers Fairness Act, or Colorado's Workplace Accommodations for Nursing Mothers Act, unless such accommodation would constitute an undue hardship or direct threat to the City. Such accommodations may include temporary modification of City Council Rules to allow for participation in and voting in City Council Meetings, Study Sessions, and Executive Sessions.

10. Virtual Attendance at Meetings. Council Members may appear remotely, including off camera, at City Council Meetings, Special Council Meetings, Study Sessions, Special Study Sessions, Executive Sessions to accommodate conditions defined in Section A(9), in a declared emergency, or by giving notice to the City Clerk 24 hours in advance.

B. The Agenda – Study Sessions, Regular Meetings, & Special Meetings

1. Final Agenda. The final agenda (without backup) will be distributed/transmitted to Council Members no later than the Thursday preceding the Monday of regular City Council meetings. Items may be deleted by their initiators prior to the formal adoption of the agenda during the Regular Meeting. No item shall be added after this date unless it has the approval of two-thirds (2/3) of the entire membership of the City Council. If a vote is taken on any item added to the agenda that does not require legal publication, said item must be on the agenda for reaffirmation at the next regularly-scheduled City Council meeting. If legal publication is necessary, the item shall be brought back in accordance with the publication schedule.

2. Authority to Place Items on Agenda. Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on the Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting/**sponsoring** the item.

Backup materials shall be submitted for item in accordance with a schedule to be developed by the City Clerk. The backup materials must be submitted in sufficient time to allow the City Manager to prepare a summary of the item, a history and a fiscal analysis. The City Attorney shall provide a legal statement for each item. An estimated time for presentation shall be given. A request for outside speakers shall also be made.

3. **Agenda Setting Meeting. The Clerk shall establish a meeting with the Mayor, City Manager and City Attorney to occur prior to the final agenda being sent to Council. The agenda shall be set and times established for each item. Items requested by a Council Member under B(2) shall not be removed from the Agenda without consent of the Council Member making the request.**

4. **Waivers of Reconsideration and Dual Listing of Agenda items. A request may be made to waive the reconsideration period in B(6) or matters may be listed on the Study Session and Regular Meeting for time sensitive matters. Parties making such a request shall provide the reason should be heard in this manner.**

5. Reconsideration. If a motion, resolution or ordinance is passed or defeated by City Council action, it may be reconsidered at the same meeting, a special meeting, or at

the next regular City Council meeting by motion from a member who was on the prevailing side. Reconsideration shall be granted only to consider new information and the motion to reconsider shall be made at the appropriate time when the agenda item "Reconsideration and Call-Ups" is under consideration. If the City Council authorizes reconsideration of an item which has previously been the subject of City Council deliberations, the City Council shall specify, as part of the motion, the scope of additional staff work-up and review prior to placement on the agenda. Discussion upon reconsideration shall be limited to the impact of the new information upon the item being considered by the City Council. Whenever a vote is taken to reconsider an item, the item to be reconsidered will return to the agenda for formal action at the next regular meeting unless the motion specifies a different time. Unless a contrary time limitation exists by reason of the Charter, ordinances or City procedures, an issue cannot be placed back on the agenda for six months unless sponsored by at least six (6) Council Members; provided, however, where such issue requires a super-majority[1] vote of the City Council for approval, the issue cannot be placed back on the agenda unless sponsored by a super-majority of the Council Members. If any substantive changes are made to the motion, resolution or ordinance, then this will be considered to be a new issue and can be placed on the agenda by an appropriate sponsor prior to the expiration of the six (6) month period.

6. Reservation of Right to Reconsider. If City Council minutes are not distributed for consideration and approval at the next regularly-scheduled City Council meeting, the right of reconsideration, as set out in subsection **B(6),** above, will be reserved until the next meeting when the City Council minutes are available for review by City Council.

7. Right of Mayor to Vote. Pursuant to Charter Section 3-2, the Mayor shall not be entitled to cast a vote upon any resolution or ordinance or amendments thereto unless it is to create or break a tie vote. However, the Mayor is entitled to vote on motions including motions regarding parliamentary procedure concerning a resolution or ordinance.

C. Special Roles

1. Mayor Pro-Tem. The Mayor Pro-Tem shall serve as Mayor in case of the absence of the Mayor. If both the Mayor and the Mayor Pro-tem are absent, the presiding officer shall be chosen from the remaining Council Members on the basis of seniority, calculated by the accumulation of the total years and months of Council Member service. In the event that two or more of the remaining Council Members should be of equal seniority, preference shall be given to an at-large member. If two or more of the Council Members of equal seniority are at-large members, the selection of the presiding officer shall be made by drawing lots. The Mayor Pro-Tem shall be elected from among the members of City Council at the first regular meeting of City Council in December. A Council Member who is interested in serving as Mayor Pro-Tem shall give written notification to the other Council Members on or before November ~~15~~ **22** of each year.

[1] Unless otherwise apparent from the context of another rule, seven votes shall be required for a super majority or when a 2/3 vote is required.

Among the duties of Mayor Pro-Tem is the duty to arrange location and other logistics for Council Workshops, including setting the agenda of the workshop, after asking for input from City Council. Another duty is to accept donations and make arrangements for special occasions that City Council wants to recognize (i.e., birthdays, deaths, etc.)

2. City Attorney. Any member of the City Council may at any time call upon the City Attorney for an oral or written opinion regarding any question of law.

APPENDIX E

CONDUCT GUIDELINES

I. Violation of City Charter, City Code or Rules of City Council. A violation by a Council Member which is established to the satisfaction of a two-thirds affirmative vote of the entire City Council shall be grounds for an official disciplinary action by the City Council which includes the following:

1. Public censure ~~which may include appropriate remedial actions~~.

RESOLUTION NO. R2021- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO MODIFY THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL

WHEREAS, the Aurora City Council believes the election of an individual to City Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office; and

WHEREAS, Article III, Section 8 of the City Charter of the City of Aurora, Colorado, authorizes City Council to "prescribe rules of procedure to govern meetings"; and

WHEREAS, the Aurora City Council wants the Rules of Order and Procedure for the Aurora, Colorado, City Council to facilitate the fulfillment of the duties and responsibilities contained in the oath of office and the four core attributes expected to be demonstrated by every City elected official, officer, and employee: integrity, respect, professionalism, and customer service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO THAT THE COUNCIL RULES SHALL BE AMENDED AS FOLLOWS:

Section 1. The Aurora City Council amends the Rules of Order and Procedure for the Aurora, Colorado City Council Sections A(1), A(2), A(3), A(4), A(5), A(6), A(10), to read as follows:

1. Regular City Council Meetings. The City Council[1] will meet in regular session in the Council Chambers of the Aurora Municipal Center on designated Mondays at **6**:30 p.m., and on such other days and at such other times as may be chosen by City Council at the last meeting of the calendar year, unless otherwise determined at a prior meeting. Once defined, changes to the calendar can only occur **under the Special Meeting Rules set forth in A(2) or** with a unanimous vote of the City Council. At least twenty-four (24) hours prior to the meeting, the City Council shall post the agenda of the meeting in the entryway at the east entrance of the Aurora Municipal Center. The posting location shall be redesignated annually at the last regular City Council meeting of each calendar year.

   ~~Council Members for the limited purpose of accommodating conditions defined in Section A.9 or an emergency who are present for roll call but temporarily off the dais, including off camera if the member is participating using a virtual meeting, during a vote. Council Members may appear remotely, including off camera, at Regular City Council meetings for the limited purpose of accommodating conditions defined in Section A.9 or an emergency.~~

2. Special **Council** Meetings. A special meeting of the City Council may be called by the Mayor alone or by any six (6) other Council Members. The request shall be made on forms provided by the City Council's Management Analyst. The form shall indicate **the Mayor** or the names of the Council Members requesting the meeting and shall be transmitted to the City Manager's Office for filing with the City Clerk. **The urgency for the meeting shall be set forth on the form as well as the need to vary from the procedure requiring a unanimous vote under A(1).** The special meeting shall be held at a time and place designated in the Call; provided, however, that all Council Members shall be notified at least twenty-four (24) hours in advance of the date, time, place and subject matter of said special meeting. Council Members not receiving twenty-four (24) hours' notice may sign a waiver of this requirement at or subsequent to the meeting. The posting method described above for regular City Council meetings shall also be applicable to any special meeting.

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[1] Unless otherwise apparent from the context of a particular rule, the reference to "City Council/ Council Member" shall be construed to include the Mayor.

3. **Special Study Sessions. A special study session of the City Council may be called by the Mayor alone or by any six (6) other Council Members. The request shall be made on forms provided by the City Council's Management Analyst. The form shall indicate the Mayor or the names of the Council Members requesting the meeting and shall be transmitted to the City Manager's Office for filing with the City Clerk. The urgency for the meeting shall be set forth on the form as well as the need to vary from the procedure requiring a unanimous vote under A.1. The special meeting shall be held at a time and place designated in the Call; provided, however, that all Council Members shall be notified at least twenty-four (24) hours in advance of the date, time, place and subject matter of said special meeting. Council Members not receiving twenty-four (24) hours' notice may sign a waiver of this requirement at or subsequent to the meeting. The posting method described above for regular City Council meetings shall also be applicable to any special meeting.**

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5. Study Sessions. **The City Council will meet in study session on designated Mondays and on such other days and at such other times as may be chosen by City Council at the last meeting of the calendar year, unless otherwise determined at a prior meeting. Once defined, changes to the calendar can only occur under the Special Meeting Rules set forth in A(2) or with a unanimous vote of the City Council.** ~~Study Sessions may be held at any time or place upon the call of the Mayor alone, or, in the absence of the Mayor, upon the call of the Mayor Pro-Tem alone, or at the request of six (6) other Council Members.~~ No formal legislative action **other than the vote to go into an executive session** shall be taken at any Study Session and no quorum shall be necessary. Formal legislative action shall be deemed to be the enactment of an ordinance or the promulgation of a resolution. However, efforts to arrive at a consensus position for the purpose of developing subsequent legislative action shall be permitted. Failure to notify all Council Members shall not adversely affect the calling of a Study Session, provided that the City Council's Management Analyst has used reasonable efforts to notify all Council Members at least twenty-four (24) hours in advance of a Study Session

~~Council Members may appear remotely at Study Sessions, including off camera if the member is participating using a virtual meeting, for the limited purpose of accommodating conditions defined in Section A.9 or when a Study Session is called with less than 48 hours' notice. Study Sessions needed by staff shall be requested through the City Manager to City Council.~~

6. Executive Session. An executive session may be called in accordance with state law. Permissible topics for an executive session are:

a. The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; except that no executive session shall be held for the purpose of concealing the fact that a member of the local public body has a personal interest in such purchase, acquisition, lease, transfer, or sale;

b. Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions. Mere presence or participation of an attorney at an executive session of the local body is not sufficient to satisfy the requirements of this subsection;

c. Matters required to be kept confidential by federal or state law or rules and regulations. The local public body shall announce the specific citation of the statutes or rules that are the basis for such confidentiality before holding the executive session;

d. Specialized details of security arrangements or investigations;

e. Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators;

f. Personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting;

g. Consideration of any documents protected by the mandatory nondisclosure provisions of part 2 of article 72 of title 24, C.R.S., commonly known as the "Open Records Act."

Prior to the time the members of the public body convene in executive session, the City Clerk or designee shall announce the topic(s) of the executive session in accordance with Section 24-6-402(4), C.R.S. Where possible, the agenda of an executive session which contains the topic(s) of the discussion shall be available for public inspection at the municipal records office located on the first floor of the Aurora Municipal Center. **An affirmative vote of two-thirds of the quorum present shall be required before entering an executive session.** State law governs the circumstances under which recording of an executive session is required. The City Clerk shall be responsible for securing the signature of the Mayor and the City Attorney, if applicable, on the mandatory certification of compliance at the conclusion of every executive session. Council Members shall keep all information, whether written or verbal, from an executive session confidential and shall not discuss or provide such information with/to anyone who was not present in the executive session. A Council Member who was not present during the executive session may listen to the recording of the executive session and shall be subject to the same provisions of confidentiality herein. When appropriate, only the Mayor, City Manager or designee and the Council Appointees may take action based upon activity in an executive session. ~~No conference calls or video access on the part of Council Member(s) shall be permitted except that Members may appear remotely, including off camera if the member is participating using a virtual meeting, at special meetings for the limited purpose of accommodating conditions defined in Section A.9 or an emergency.~~ **Backup materials shall be submitted for each executive session item and will be distributed/transmitted to Council Members at least 24 hours prior to the executive session.** ~~Materials presented during an executive session by an outside entity (e.g., Aurora Economic Development Council (AEDC)) may be requested to be returned at the conclusion of the executive session.~~ Council Members may appear remotely at Executive Sessions for the limited purpose of accommodating conditions defined in Section A.9 or an emergency. Council Members appearing remotely for Executive Session shall participate using a secure, private phone line or electronic connection in a private area.

7. Seating. At the conclusion of: (i) the first regular meeting in December after the municipal elections in odd-numbered years; and (ii) the last regular meeting of the year in even-numbered years, seating locations (Ward and At-Large Council Members) for the subsequent calendar year shall be arranged according to seniority of the Council Members, calculated by the accumulation of the total years and months of Council Member service. The most senior Council Member shall be seated to the left of the City Attorney from the perspective of the dais. The next most senior Council Member shall be seated to the right of the City Manager, and thereafter the seating shall be arranged alternately between left and right until all seats are filled. Alphabetical selection using the last name shall be utilized

in lieu of seniority when multiple Council Members are seated at the same time with the same seniority status.

8. Materials Submitted to City Council. The City Council acknowledges that parties appearing before the Aurora City Council frequently wish to provide materials to the City Council in support of a position or argument. However, the City Council is oftentimes unable to assimilate the materials in the context of the decision-making process occurring at the City Council meeting. The City Council will accept and receive into the record the following materials up to and including the City Council meeting itself: A reasonable number of pictures, graphs, petitions (with signatures only), and written materials not to exceed one page per speaker. On the other hand, multiple page materials delivered later than twenty-four (24) hours before the commencement of the City Council meeting will not be considered without a vote to accept. In order to accept and receive into the record materials not delivered by the deadline, the City Council must, by majority vote of the quorum, authorize the acceptance of materials.

9. Reasonable Accommodation. Upon request of a Council Member, the City will provide reasonable accommodations for the Council Member to continue performing their official duties while they are disabled, as defined in the Americans with Disabilities Act and Colorado Civil Rights Act, or when a situation arises that would qualify for accommodation under the federal Family Medical Leave Act, Colorado's Pregnant Workers Fairness Act, or Colorado's Workplace Accommodations for Nursing Mothers Act, unless such accommodation would constitute an undue hardship or direct threat to the City. Such accommodations may include temporary modification of City Council Rules to allow for participation in and voting in City Council Meetings, Study Sessions, and Executive Sessions.

10. **Virtual Attendance at Meetings. Council Members may appear remotely, including off camera, at City Council Meetings, Special Council Meetings, Study Sessions, Special Study Sessions, Executive Sessions, Council Policy Committees to accommodate conditions defined in Section A(9), in a declared emergency, or by giving notice to the City Clerk 24 hours in advance.**

Section 2. The Aurora City Council amends the Rules of Order and Procedure for the Aurora, Colorado City Council Sections B(1), B(2), B(3), B(4), B(5), B(6), B(7), to read as follows:

1. Final Agenda. The final agenda (without backup) will be distributed/transmitted to Council Members no later than the Thursday preceding the Monday of regular City Council meetings. Items may be deleted by their initiators prior to the formal adoption of the agenda during the Regular Meeting. No item shall be added after this date unless it has the approval of two-thirds (2/3) of the entire membership of the City Council. If a vote is taken on any item added to the agenda that does not require legal publication, said item must be on the agenda for reaffirmation at the next regularly-scheduled City Council meeting. If legal publication is necessary, the item shall be brought back in accordance with the publication schedule

2. Authority to Place Items on Agenda. Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on the Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting**/sponsoring** the item.

   Backup materials shall be submitted for item in accordance with a schedule to be developed by the City Clerk. The backup materials must be submitted in sufficient time to allow the City Manager to prepare a summary of the item, a history and a fiscal analysis. The City Attorney shall provide a legal statement for each item. An estimated time for presentation shall be given. A request for outside speakers shall also be made.

3. **Agenda Setting Meeting. The Clerk shall establish a meeting with the Mayor, City Manager and City Attorney to occur prior to the final agenda being sent to Council. The agenda shall be set and times established for each item. Items requested by a Council Member under B(2) shall not be removed from the Agenda without consent of the Council Member making the request.**

4. **Waivers of Reconsideration and Dual Listing of Agenda items. A request may be made to waive the reconsideration period in B(6) or matters may be listed on the Study Session and Regular Meeting for time sensitive matters. Parties making such a request shall provide the reason should be heard in this manner.**

~~3~~**.5.** Reconsideration. If a motion, resolution or ordinance is passed or defeated by City Council action, it may be reconsidered at the same meeting, a special meeting, or at the next regular City Council meeting by motion from a member who was on the prevailing side. Reconsideration shall be granted only to consider new information and the motion to reconsider shall be made at the appropriate time when the agenda item "Reconsideration and Call-Ups" is under consideration. If the City Council authorizes reconsideration of an item which has previously been the subject of City Council deliberations, the City Council shall specify, as part of the motion, the scope of additional staff work-up and review prior to placement on the agenda. Discussion upon reconsideration shall be limited to the impact of the new information upon the item being considered by the City Council. Whenever a vote is taken to reconsider an item, the item to be reconsidered will return to the agenda for formal action at the next regular meeting unless the motion specifies a different time. Unless a contrary time limitation exists by reason of the Charter, ordinances or City procedures, an issue cannot be placed back on the agenda for six months unless sponsored by at least six (6) Council Members; provided, however, where such issue requires a super-majority[1] vote of the City Council for approval, the issue cannot be placed back on the agenda unless sponsored by a super-majority of the Council Members. If any substantive changes are made to the motion, resolution or ordinance, then this will be considered

to be a new issue and can be placed on the agenda by an appropriate sponsor prior to the expiration of the six (6) month period.

[1] Unless otherwise apparent from the context of another rule, seven votes shall be required for a super majority or when a 2/3 vote is required.

4. 6. Reservation of Right to Reconsider. If City Council minutes are not distributed for consideration and approval at the next regularly-scheduled City Council meeting, the right of reconsideration, as set out in subsection **B(6),** above, will be reserved until the next meeting when the City Council minutes are available for review by City Council.

~~5.~~**7.** Right of Mayor to Vote. Pursuant to Charter Section 3-2, the Mayor shall not be entitled to cast a vote upon any resolution or ordinance or amendments thereto unless it is to create or break a tie vote. However, the Mayor is entitled to vote on motions including motions regarding parliamentary procedure concerning a resolution or ordinance.

Section 3. The Aurora City Council amends the Rules of Order and Procedure for the Aurora, Colorado City Council Section C(1), to read as follows:

1. Mayor Pro-Tem. The Mayor Pro-Tem shall serve as Mayor in case of the absence of the Mayor. If both the Mayor and the Mayor Pro-tem are absent, the presiding officer shall be chosen from the remaining Council Members on the basis of seniority, calculated by the accumulation of the total years and months of Council Member service. In the event that two or more of the remaining Council Members should be of equal seniority, preference shall be given to an at-large member. If two or more of the Council Members of equal seniority are at-large members, the selection of the presiding officer shall be made by drawing lots. The Mayor Pro-Tem shall be elected from among the members of City Council at the first regular meeting of City Council in December. A Council Member who is interested in serving as Mayor Pro-Tem shall give written notification to the other Council Members on or before November ~~15~~ **22** of each year. Among the duties of Mayor Pro-Tem is the duty to arrange location and other logistics for Council Workshops, including setting the agenda of the workshop, after asking for input from City Council. Another duty is to accept donations and make arrangements for special occasions that City Council wants to recognize (i.e., birthdays, deaths, etc.)

[1] Unless otherwise apparent from the context of another rule, seven votes shall be required for a super majority or when a 2/3 vote is required.

Section 4. The Aurora City Council amends the Rules of Order and Procedure for the Aurora, Colorado City Council Appendix E, Section I(1), to read as follows:

Violation of City Charter, City Code or Rules of City Council. A violation by a Council Member which is established to the satisfaction of a two-thirds affirmative vote of the entire City Council shall be grounds for an official disciplinary action by the City Council which includes the following:

1. Public censure ~~which may include appropriate remedial actions~~.

Section 5. The Mayor and City Clerk are hereby authorized to execute with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney that are not inconsistent with this resolution.

Section 6. 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:

_____
RACHEL ALLEN, Client Group Manager

CITY OF AURORA
Council Agenda Commentary

Item Title: Employee Handbook 2021 Resolution
Item Initiator: Dianna M. Giordano
Staff Source/Legal Source: Dianna Giordana, Director of Human Resources /Rachel Allen Client Group Manager, City Attorney's Office
Outside Speaker: n/a
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 5/3/2021

Regular Meeting: N/A

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.)***

On December 15, 2020, the revised 2021 Employee Handbook was presented to the M&F Committee. Highlights of the changes were identified and summarized and M&F concluded to forwad the item to Study Session.

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

The Human Resources Department and the City Attorney's office completed a review and extensive revision of the city's Employee Handbook. City code requires the City Manager to notify Council of any policy changes which are then subject to call up by the Council for discussion. The vast majority of the revisions to the Employee Handbook are alignment with federal and state labor laws, clarity on employee expectations and alignment for a user-friendly document. Those have been captured in a Summary document that is included in the M&F Packet, which highlights significant changes or additions to the policy. The Summary document also included a section-by-section explanation of changes to the respective section of the Handbook.

QUESTIONS FOR COUNCIL

Does Council approve to forward the Employee Handbook 2021 Resolution to a regular City Council meeting?

LEGAL COMMENTS

The city manager shall establish comprehensive rules and regulations providing for the recruitment of employees, terms of employment of career and classified service employees, disciplinary action and such other matters relating to personnel management as the city manager may deem necessary. Such changes shall be effective upon notification of city council, subject to city council calling up any changes. (City Code Sec. 2-62(d) (Allen)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain N/A

CITY OF AURORA

EMPLOYEE HANDBOOK









2021

WELCOME TO THE CITY OF AURORA!

Dear City Employee,

We are excited you have decided to join the City in our pursuit to make Aurora the best city in Colorado and an innovative leader in the region. This Employee Handbook serves to provide general guidelines, information and expectations that will assist you in being successful with the City. This Employee Handbook is not an employment contract.

We congratulate you on becoming a public servant and hope you find satisfaction in providing the citizens of Aurora with the quality and quantity of services they expect. This includes promoting goodwill and demonstrating the City's CORE 4 Values of Integrity, Professionalism, Respect and Customer Service in all we do.

I wish you much success and thank you for serving our community.

James Twombly

IMPORTANT NOTICE AND DISCLAIMER

THE CITY AND THE EMPLOYEE HAVE NOT FORMED A CONTRACT FOR EMPLOYMENT, EITHER FORMAL OR INFORMAL, FOR ANY PERIOD OF TIME. THE LANGUAGE USED IN THIS EMPLOYEE HANDBOOK AND ANY VERBAL STATEMENT MADE BY MANAGEMENT ARE NOT A CONTRACT FOR EMPLOYMENT EITHER EXPRESS OR IMPLIED. EMPLOYMENT OF ALL EMPLOYEES IS AT WILL, MEANING THAT IT IS THE RIGHT OF THE CITY AND THE EMPLOYEE'S RIGHT AS AN EMPLOYEE TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME.

EMPLOYEE UNDERSTANDS THAT THE CITY MAY REVISE, SUPPLEMENT, OR RESCIND POLICIES, GUIDELINES OR PROCEDURES DESCRIBED IN THE EMPLOYEE HANDBOOK AND BUSINESS POLICY MEMORANDA (BPMs) WITH OR WITHOUT NOTICE. NO VERBAL STATEMENTS OR REPRESENTATIONS CAN CHANGE THE EMPLOYEE HANDBOOK OR BPMs. THE MOST RECENT VERSION OF THE CITY'S EMPLOYEE HANDBOOK, BPMs AND CORE 4 VALUES IN EFFECT WILL BE USED TO DETERMINE EITHER EMPLOYEE'S OR THE CITY'S OBLIGATIONS AND BENEFITS. IT IS EVERY EMPLOYEE'S RESPONSIBILITY TO REMAIN INFORMED OF ANY REVISIONS TO THE CITY'S EMPLOYEE HANDBOOK, BPMs AND CORE 4 VALUES.

PREFACE

This Employee Handbook applies to all Career Service employees of the City. Provisions of this Handbook also apply to other employees of the City as set forth in Appendix I or as otherwise noted. The City Charter, City Code, Civil Service rules, and contractual or other agreements may in the case of conflict supersede any rule or regulation contained in this Handbook. City Manager policies, departmental rules and directives may be established as an adjunct to these policies. Oral statements or representations may not supersede Handbook provisions.

The Employee Handbook is broken into two main parts. Part One addresses employee conduct, conditions of employment and compensation. The Handbook contains provisions governing the appointment, promotion, transfer, layoff, dismissal, discipline, and other conditions of employment. The policies and procedures are designed to inform employees and to guide management and supervisors in delivering an enlightened, consistent and impartial program of personnel administration. Any reference to the City Manager, Deputy City Manager, City Attorney, Human Resources Director, or Department Director, a designee of that person is also included.

Part Two addresses group benefits, leave policies and payroll administration.

Procedural guidance for administering and applying the policies can be referenced in the respective Business Policy Memorandums.

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PART ONE: CONDUCT, COMPENSATION, AND EMPLOYMENT POLICIES

EMPLOYEE INFORMATION AND EMPLOYEE CONDUCT

1-1 Equal Employment Opportunity Policy

The City is an equal opportunity employer. The City is committed to complying with all applicable federal, state, and local laws. All City employees shall adhere to and cooperate with the principles of equal employment opportunity ("EEO").

Every employee is responsible for maintaining a professional environment free of harassment, sexual harassment, discrimination, and retaliation, and for bringing to the City's attention conduct that interferes with providing a work environment free of harassment, sexual harassment, discrimination, and retaliation.

The City prohibits harassment, sexual harassment or discrimination on the basis of race, color, religion, national origin, sex (including pregnancy, childbirth, and related medical conditions), ancestry, sexual orientation, age, disability status, marital status, genetic information, gender identity or expression, active military personnel status, citizenship status, transgender status, or any other class, attribute, or affiliation that is protected by state, federal, or applicable local law. This City also prohibits retaliation for opposing a prohibited practice or participating in an equal employment opportunity matter.

This EEO and anti-discrimination policy applies to all City employees as well as those individuals who are seeking employment with the City. This policy includes all aspects of the employer-employee relationship including recruitment, employment, promotion, transfer, training, termination, working conditions, wage and salary administration, employee benefits and participating in social or recreational programs or other privileges of employment.

Furthermore, the City will not tolerate illegal harassment, sexual harassment, discrimination or retaliation between coworkers, supervisors, customers, or vendors. The policies and principles of EEO also apply to the selection and treatment of outside consultants or contractors who work onsite in a City facility.

1-2 Anti-Harassment: Discrimination, Harassment and Sexual Harassment

A. Harassment (Hostile Work Environment)

Harassment is conduct or action that demeans, stereotypes, or shows hostility or aversion toward an individual or group because of the individual's or group's protected class. Harassment is conduct directed toward an individual because the individual is a member of a protected class that:

1. Is reasonably perceived to be based on the individual's membership in the protected class; and

2. Is severe or pervasive; and either:

    i. Has the purpose or effect, or potential affect, of unreasonably interfering with an individual's work performance; or

    ii. Otherwise adversely affects an individual's employment opportunities.

B. Sexual Harassment

Sexual harassment means unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. Such conduct has the purpose or effect, or potential effect, of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The following are examples of conduct or communication that may constitute sexual harassment:

1. Verbal:

    i. Sexual comments or innuendo about one's clothing, body, or sexual activity;

    ii. Discussing sexual topics in the workplace, such as sexual practices or preferences, or telling sexual jokes or stories;

    iii. Requesting or demanding sexual favors or suggesting that there is any connection between sexual behavior and any term or condition of employment, whether that connection be positive or negative, known as quid pro quo harassment; or

    iv. Using sexual words or phrases.

2. Nonverbal:

    i. Displaying sexually explicit pictures or objects in the work area;

    ii. Giving personal gifts of a sexual nature;

    iii. Making sexually suggestive gestures;

iv. Making unwelcome visits to another's home or hotel room; or

v. Displaying cartoons or sending e-mails, text messages, instant messages, or notes, any of which contain sexual pictures, words, or phrases.

3. Physical:

i. Inappropriate touching, patting, pinching, or intentionally brushing against another's body; or

ii. Sexual contact, intercourse, or assault.

The examples listed are illustrative of the communications and conduct that may constitute sexual harassment if unwelcome and depending on the totality of the circumstances. In that regard, the following should be kept in mind:

1. A single incident may or may not constitute sexual harassment;

2. Whether a particular action is sexual harassment will depend on the facts and determinations and will be made on a case-by-case basis;

3. Conduct or communication that might be welcome to one person may be unwelcome to another person. Conduct that might have been welcome between two individuals at one time may become unwelcome at a later time.

4. Other conduct or communication not expressly described in the examples may be a violation of this Policy.

C. Discrimination

Discrimination concerns the unfair or unequal treatment of a person or group (either intentional or unintentional) due to a protected class.

Discrimination with respect to any condition of employment, or against any applicant for employment, may be a violation of Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act of 1990, the Civil Rights Act of 1991, and/or State statutes including the Colorado Anti-Discrimination Act, and a violation of this Policy.

1-3 Disability, Religious Accommodation and Nursing Mothers

A. Disability and Religious Accommodation

The City complies with the Americans with Disabilities Act of 1990 (the "ADA") and the ADA Amendments Act of 2008 ("ADAAA"). The City prohibits discrimination against

individuals with disabilities in its employment practices or in providing access to municipal services, activities, or programs.

The City will make reasonable accommodations for qualified individuals in accordance with the Americans with Disabilities Act Procedures.

Reasonable accommodations for those whose work requirements interfere with a genuinely held religious belief will be considered, unless doing so would result in an undue hardship to the City or cause a direct threat.

Employees should contact Human Resources with any requests for accommodation. Human Resources, in consultation with the Department Director, or City Council Appointee and the City Attorney's Office, will engage in an interactive process to make a determination on a request for reasonable accommodation.

B. Accommodation for Nursing Mothers

A private space will be provided, and reasonable time will be permitted for nursing parents to express milk during the workday for up to two years following the birth of a child. The time permitted will typically run concurrent with the time that may be already provided for meal and rest breaks. If the breaks cannot run concurrently and/or additional time is needed, the employee's supervisor and the employee will agree upon an appropriate schedule. Employees will be provided with the use of a room, office, or other private area, other than a bathroom, that is shielded from view and free from intrusion by co-workers and the public. The City will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk.

1-4 Anti-Retaliation

The City prohibits retaliation against an individual for having complained about an alleged violation of the City's EEO Policies, assisted in such a complaint, or participated in an investigation into such a complaint.

Retaliation and a fear of retaliation prevents issues from surfacing, keeps individuals from raising concerns, and enables a culture of fear and disrespect. The City recognizes the seriousness of retaliation and is committed to responding to and addressing retaliation concerns proactively and reactively upon receiving a complaint of retaliation. Retaliation, regardless of the merits of the underlying complaint that led to retaliation, violates this Policy.

It is against City policy for managers or supervisors to be aware of any type of retaliation against employees and fail to act. Managers or supervisors who know of, or receive reports of, retaliation must take immediate and appropriate remedial action, including reporting the issue to their Department Director and to Human Resources. If managers or supervisors become aware of acts of retaliation and do not take appropriate action, these managers or supervisors are subject to disciplinary action up to and including termination.

1-5 Reporting of Discrimination, Harassment and Sexual Harassment

Employees who believe they have been subjected to any form of unlawful discriminatory, harassing, or retaliatory behavior by anyone, including supervisors, co-workers, customers, clients, or visitors must bring the matter to the attention of their Department Director, Council Appointee or Chief, the City's Employee Relations Office, or the Director of Human Resources as soon as possible after the incident, not to exceed 300 days.

Timely reporting enables the City to promptly investigate and correct any behavior. If the employee feels that they cannot go to any of the individuals listed above with a complaint, the employee should report the incident to the City Manager or a Deputy City Manager. All complaints must be brought forth in good faith.

Managers or supervisors shall not subject any employee to unlawful discrimination, harassment, or retaliation either verbally or physically. Managers or supervisors who know of or receive reports of discrimination, harassment or retaliation must take immediate and appropriate remedial action, including reporting the conduct to their Department Director and to Human Resources. Managers or supervisors who do not take appropriate action are subject to disciplinary action, up to and including termination.

1-6 Investigation of Discrimination, Harassment and Sexual Harassment

For the protection of complainants and those alleged to have violated the City's Anti-Harassment policy, an investigation shall be undertaken promptly by Human Resources or Human Resources may order an investigation be conducted by an independent third party.

During the investigation, the employee accused of a violation of this policy may be reassigned or placed on administrative leave. Employees are not entitled to representation during the investigative process, including any meetings with investigators. Participation in an investigation is mandatory; an employee's refusal to participate in such an investigation will be cause for disciplinary action up to and including termination.

If it is determined that discrimination, harassment, or retaliation has occurred, offenders shall be subject to disciplinary action up to and including termination of employment.

1. Determination will be made if the incident requires an informal or formal investigation.

2. Notice shall be given to the party making a complaint that an investigation into the matter has begun. At the conclusion of the investigation, the complainant will receive a notice of whether their complaint was sustained. At no time will they be informed as to what discipline, if any, was administered.

3. Notice shall be given to the accused party that an investigation into the matter has begun. At the conclusion of the investigation, if the complaint is not sustained, notice shall be given to the accused party that the investigation has been completed.

   If the complaint is sustained, notice shall be given to the accused party.

4. All requests for a copy of the investigation must be made through the Colorado Open Records Act (CORA) request process.

A. Termination of Complaint

Management reserves the right to initiate or continue the investigation of any complaint if deemed appropriate, even if the complainant(s) fail to pursue the complaint, withdraw the complaint, or separate from their employment with the City.

B. Confidentiality During Investigation

During the investigation, City employees may only discuss the complaint with authorized persons (or their designee). Confidentiality of complaints and investigations will be kept as confidential as reasonably possible.

1-7 Employee Conduct

Employees are responsible for meeting reasonable and ethical standards of performance and conduct in their work activities. Managers and supervisors are responsible for providing leadership that creates an opportunity for employees to achieve professional standards of performance and conduct and, at the same time, holding employees accountable for their actions.

All City employees, regardless of their employment status, are expected to practice and adhere to the City's CORE 4 values; Integrity, Customer Service, Respect and Professionalism with all who they come in contact with, internally or externally, during their normal course of business or, at any time the employee represents the city of Aurora or, where lawful or unlawful off duty conduct could bring the city in disrepute.

A. Time and Attendance

1. Hours of Work

Except in cases of emergency, employees shall be scheduled to work with regular starting and ending times. Unless otherwise provided by the Department Director, the standard hours to be worked are from 8 a.m. – 5 p.m.

No employee shall be required to work more than two shifts, or 16 consecutive hours, in a 24-hour period. CDL drivers may not drive beyond the 14th consecutive hour after coming on duty, following 10 consecutive hours off duty. Exceptions during periods of extreme emergency require the approval of the City Manager.

2. Attendance

Employees are expected to maintain a good attendance record on the job and report promptly for work in accordance with shift schedules. If an employee will be late or absent from work, it is the employee's responsibility to speak with a supervisor or manager prior to the start of their workday to secure approval. An employee

notifying a manager or supervisor that they will be late or absent does not excuse the lateness or absence but failing to notify in advance could lead to additional disciplinary action. Department Directors shall have the option to modify this requirement based upon staffing needs.

Attendance includes but is not limited to, failure to follow call-in policies, tardiness, excessive use of unscheduled leave, or unapproved leave without pay. Absence without permission in excess of three consecutive works days will be considered abandonment of position.

Abandonment of position is an unauthorized absence from work that must be charged to leave without pay. When an employee is absent without permission for more than three consecutive workdays:

1. The employee's position shall be declared abandoned and vacant.

2. The employee's absence shall be considered a non-disciplinary, voluntary resignation.

3. Voluntary resignations are not appealable. A written notice will be provided by the employee's department to the employee upon separation.

4. The employee is not eligible for re-employment.

3. Records of Attendance

Time records shall be maintained for employees, as appropriate. Overtime, which must be approved prior to working overtime hours, shall be clearly indicated on time records, as shall any type of absence or leave taken.

An employee and their supervisor shall be held responsible for verifying the accuracy of time records before submitting them for use in preparing payroll checks. Payroll shall make corresponding corrections to employees' pay.

B. Use of City Property

Offices, desks, lockers, file cabinets, vehicles, storage rooms, and other equipment and storage spaces may be provided to employees for work purposes. Such items remain the sole property of the City and to further the business of the City. Employees shall not use, misappropriate, or permit the use of City services or resources for personal purposes, personal gain, private purposes, other compensation, or non-governmental purposes.

Limited or de minimis use with prior approval from an immediate supervisor, Director, Deputy City Manager may be permitted.

If, for security purposes, restricting access to any property, location, documents, etc. is necessary, an employee's supervisor must have full access by means of a duplicate key, knowledge of the combination, or equivalent means.

1. Workplace Inspections and Searches

Employees shall have no expectation of privacy in any equipment, vehicles, offices, desks, or storage spaces provided by the City or on City property and containing work-related items. Such items and locations are subject to inspection and search, with or without notice and at any time. Any items that an employee does not want inspected or searched should not be brought to work.

2. Electronic Records

Intellectual property and electronic records stored on City devices, created with City resources, or created for City purposes—including emails, text messages, computer files, voicemail recordings, Internet browsing histories, and any other digital, audio, visual, or electronic information—are the property of the City and may be copied, reviewed, audited, inspected, searched, or distributed as deemed necessary by the City. Employees have no expectation of privacy in these or similar items, which may be subject to public disclosure pursuant to the Colorado Open Records Act, as part of a court or administrative proceeding, and for other reasons under municipal, state, or federal law. These items are subject to inspection and search by the City at any time, with or without notice. By using personal devices for City purposes, employees consent to providing the City access to such devices for retrieving records for workplace investigations, litigation purposes, or pursuant to a request made under the Colorado Open Records Act.

C. Official Badge or Credentials Use

Officials or employees who wear a badge or other official insignia or who bear credentials as evidence of authority or identity, must ensure it is always visibly displayed when working. Employees shall not permit such badge or insignia to be used or worn by any other person or to otherwise leave the employee's possession. Employee badges or insignia also may not be used to receive preferential treatment or personal gain.

D. Lawful Off-Duty Conduct

The City may take employment action against an employee for their lawful off-duty conduct where it affects the employee's work activities or responsibilities or creates the appearance of or an actual conflict of interest.

E. Favoritism

An employee shall guard against any relationship that creates conflicts of interest or which might be reasonably construed as evidence of favoritism, coercion, unfair advantage, or collusion.

F. Improper Influence

An employee should not act in a manner that creates by their conduct a reasonable basis for the impression that any person can improperly influence them or unduly enjoy their favor in the performance of their official duties, or that they are affected by the kinship, rank, position or influence of any party or person. Employees may not induce or attempt to induce any City employee to commit an unlawful act or act in violation of City regulations, official policy and/or departmental orders.

G. Political Activity

Legislative lobbying on behalf of the City is a power exclusively reserved for City Council. No employee or Department may use City funds (regardless of source), City resources, or staff time in lobbying any local, state, or federal legislative body, directly or indirectly, without explicit, written direction from City Council, transmitted through the City Manager or appropriate Council Appointee. Additionally, no employee or Department may use City funds (regardless of source) to pay membership dues to any organization that has a legislative lobbying component, nor may any employee or Department enter into an agreement on behalf of the Department or City for lobbying services without explicit, written direction from City Council, transmitted through the City Manager or appropriate Council Appointee.

Any City employee as a citizen has the right to participate fully in the election and campaign process. Such activities can include, but are not limited to, signing petitions, volunteering services on their own time for the political candidate of their choice, and financial contributions. However, no employee shall campaign actively for any candidate on City time or in any manner calculated to exert the influence of City employment. Further, no campaigning shall be conducted while wearing a City uniform, credentials, badges, or other insignia.

Employees are not prohibited from actively participating in political activities on any other governmental level, except where a department may have a specific relationship with a counterpart in a county office. Employees whose functions are funded in whole or in part by federal funds are prohibited from such political activity as is prescribed by provisions of the Hatch Act.

H. Nepotism

Employees related by blood or marriage or who reside in the same household are subject to the following restrictions:

1. One employee may not be in a position to be supervised, to supervise or serve in the chain of command of the other.

2. One employee may not have access to the other's confidential information, including payroll and personnel records.

3. One employee may not audit, verify, receive, or be entrusted with money handled by the other.

These guidelines apply to all categories of employment, including full-time, part-time, contingent, and temporary classifications.

Employees who become related through a marriage while employed or become part of the same household are treated in accordance with these guidelines. In the event one of the above situations applies, one of the employees may be transferred laterally or take a voluntary demotion if another position for which the employee is qualified is available within the City. If no position exists, then the last hired employee would be subject to termination.

No supervisor shall date anyone in their chain of command.

I. Doing Business with the City

No employee shall serve as an officer, director, or consultant of, be a principal owner of, or receive any form of income in these capacities from any enterprise doing business with the City.

J. Solicitations

This section provides standards and guidelines regarding the distribution of literature; vending; soliciting time, money, or support; or collecting contributions by or from City employees on City time or City property.

The following activities are acceptable but limited to the placement of notices, advertisements or announcements on the City's authorized bulletin boards, including the electronic Bulletin Board located on the City's Intranet.

1. Solicitation for non-profit or charitable organizations through the sale of merchandise or the solicitation of pledges or contributions by City employees of other employees;

2. Solicitation regarding for-profit, employee-owned businesses;

3. Sale of used items by City employees to other employees.

For the activities listed above, presentations, demonstrations of products or services, or individual contact with City employees during work hours or on City property shall be prohibited unless authorized by management as a City-related business activity, such as a vendor demonstration of a new piece of equipment or vehicle. Order taking and merchandise delivery during work hours or on City property are prohibited.

General-purpose solicitation for City-sponsored or co-sponsored events involving non-profit or charitable organization shall require prior approval by the Deputy City Manager or a City Council Appointee before such activities may be sanctioned.

K. Seeking Privileges or Exemptions

No employee should use or attempt to use their official position to secure privileges or exemptions for himself, herself, or others.

L. Work Clothing Standards

All employees are expected to present a professional image of the City as we interact with the public, our citizens, elected officials, and each other. All employees are expected to exercise good judgment in selecting attire and report for duty in a neat, clean, and appropriate apparel and appearance.

Employees may be required to wear designated uniforms and safety articles. Employees working in office environments are expected to dress in business casual attire. The City recognizes "casual Fridays" appropriate for the workplace.

Department Directors, or their designees, have the discretion of establishing more specific uniform or dress requirements employees are expected to adhere to. The City Manager may declare an exemption of the dress code for special celebrations, weekend workshops or weather-related events.

Employees who are required to present or attend public meetings, committee meetings, or City Council meetings/study sessions, must wear appropriate business attire, such as suits, ties, dress clothes, slacks, collared shirts, and suit jackets.

Employees who report to work dressed inappropriately or inconsistent with the intent of this policy may be sent home to change and return to work.

1-8 Ethics, Professional Standards and Conflicts of Interest

All employees of the City must adhere to high levels of ethical conduct, integrity, and accountability so the public will have confidence that persons in positions of public responsibility are acting for the benefit of the public. Officials and employees should comply with both the letter and the spirit of this section and strive to avoid situations which create impropriety or the appearance of impropriety. City employees must be impartial and responsible to the citizens they serve.

The City complies with all applicable federal, state, and local laws relating to ethics in government and conflicts of interest. City Employees should refer to respective Business Policy Memoranda (BPM) Code of Ethics for additional information.

A. Ethics

Each employee must remain free of any potential influence, interest or relationship that might conflict with the interests of the City. Each employee must seek to avoid any activity that interferes or might interfere with the independent exercise of their judgment with the City.

No employee should have any direct or indirect interest, financial or otherwise; engage in any business transaction or professional activity; or incur any obligation of any nature that is

in conflict with their proper discharge of their duties in the public interest including, but not limited to the following:

B. Gifts

No employee or employee's immediate family member shall directly or indirectly receive or solicit a gift regardless of the value where such gift is given with the intent or appearance of influencing the employee's official actions or duties for the City. A gift is any item that would tend to improperly influence a reasonable person in their position to depart from the faithful and impartial discharge of their public duties.

1. Gifts include but are not limited to loans, rewards, payment, gifts in lieu of payment, promises, negotiations of future employment, favors or services, honoraria, travel, entertainment, or special discounts with a monetary value of greater than $65. Acceptance of tickets for sporting, recreational or cultural events, or for travel and/or lodging expenses with a monetary value of greater than $65 is prohibited. Exceptions recognized by Colorado law are recognized by the City.

2. These limitations are <u>not</u> intended to prohibit the acceptance of articles of negligible value, less than $65, which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, nor to prohibit employees from obtaining loans from regular lending institutions. It is, however, vitally important that employees guard against any relationship which might be construed as evidence of favoritism, coercion, unfair advantage, conflict of interest, or collusion.

3. Employees shall not accept products or services which are in any way connected with an employee's employment with the City. Acceptance of items for general office consumption which are perishable, or which are insignificant in value are not a violation of this policy. Such items might include holiday baskets and promotional items such as coffee cups and letter openers.

4. Employees are allowed to have lunches or dinners provided by vendors or associations that are part of training opportunities and/or that are attended by multiple other current or prospective customers. They may also participate in activities and/or events that benefit, promote, or support the City of Aurora and are hosted by charitable, non-profit, governmental, or quasi-governmental organizations. In addition, City employees may attend community events or celebrations, such as grand openings, even when corporate sponsored, when there is a reasonable expectation that their presence is expected or serves the interests of the City. Acceptance of one-on-one meals from those doing business with the City or their representatives is prohibited.

5. If a gift is accepted or solicited in violation of this policy, the individual may be subject to disciplinary action up to and including termination and a penalty of double the value.

C. Prior Employment

Employees shall not take any direct official action with respect to their former employer for a period of six (6) months from the date of separation of the prior employment. The intent is to indicate persons are not disqualified from a City job because of prior employment, but rather to avoid special advantage being given to former employers of City employees; and to avoid special advantage being given to a City employee by a former employer.

D. Outside Employment or Business Activity

The intent of this section is to avoid possible conflicts of interest and time conflicts between City employment and outside employment or business activity. Employment shall include any form of employment, including self-employment, which may be formal or informal in nature, as well as any formal or informal entity created in anticipation of receiving some gain, financial or otherwise.

1. All employees shall report existing or proposed outside employment or other outside business activity annually in writing to their supervisory chain and obtain approval prior to accepting outside employment or engaging in business activity.

E. Post-Employment

The intent of this policy is to avoid the actuality or appearance that employers who hire former City employees may get special treatment.

1. During six (6) months following separation, no former City employee shall obtain employment in which they will take direct advantage, unavailable to others, of matters with which they took direct official action during their service with the City.

2. For one (1) year following separation of service with the City, no former City employee shall engage in any action or litigation in which the City is involved, on behalf of any other person or entity, when the action or litigation involves an issue on which the person took direct official action while in the service of the City.

F. Confidentiality

Employees are prohibited from discussing confidential information gained through employment with the City with unauthorized persons during or after employment.

G. Complaints and Inquiries

Employees have a duty to report known or reasonably suspected violations of any policy by any City employee. Employees also may inquire about whether a perceived ethical violation or conflict of interest is a violation.

1. Employees with questions, concerns or knowledge of specific situations that could possibly be construed as a conflict of interest, appearance of impropriety, or receipt of a prohibited gift must disclose those situations, in writing, to their Department Director,

the City Attorney's Office or the Human Resources Department.

2. Employees wishing to remain anonymous may also report fraud concerns or violations through Ethical Advocate's website at https://auroracolorado.ethicaladvocate.com/ or by calling 855.449.0544. Ethical Advocate is an independent, third-party vendor providing anonymous and confidential incident reporting for City employees.

1-9 Disciplinary Action

This policy applies to all regular full and part-time Career Service employees who have completed their introductory period.

Contingent and introductory employees are subject to termination of their employment without appeal rights for failure to perform or behave satisfactorily, for violation of any City policies or procedures or for operational considerations, as defined in Introductory and Trial Periods for Career Services Employees Policies and Contingent Employment.

Disciplinary Procedures for Civil Service employees are set forth in Section 3-16 of the Aurora Charter. The rules governing the conduct of the members of the Civil Service in the Police and Fire Departments shall be set forth as written rules and regulations by the Chiefs of each of the respective departments, with the approval of the City Manager or a designee; provided that such rules and regulations shall not contain any political, religious, race, creed, or gender qualifications or disqualifications. Any member of the Civil Service shall be subject to discipline for a violation of such rules and regulations.

Management and supervisory personnel have the right and the responsibility to counsel employees on their performance and to take appropriate disciplinary action.

Human Resources and the City Attorney's Office shall be available to provide counsel and advice in handling personnel problems and administering disciplinary actions.

When a supervisor suspects that a violation of City policy or procedure has occurred, or is occurring, a supervisor is obligated to immediately meet with the employee and discuss the situation or incident. EEO violations are required to be reported to and investigated by Human Resources.

If disciplinary action is appropriate, the supervisor shall prepare the appropriate documents in consultation with supervisory staff, Human Resources, and the City Attorney's Office prior to administration of disciplinary action above a Verbal Reprimand.

The final decision of disciplinary action administered shall rest with the Department Director.

Failure to strictly follow these guidelines, does not waive or diminish the City's ability to administer discipline.

A. Prohibited Conduct

It is the responsibility of all regular employees to observe City policies and follow the procedures necessary for the proper operation of City government functions and to ensure continuing municipal services.

Engaging in prohibited conduct will lead to disciplinary action up to and including immediate termination of employment. Prohibited conduct shall include, but is not limited to, the following types of conduct or activities when having a work-related impact:

1. Job Performance, including a failure to demonstrate reasonable competence to perform the work in a satisfactory manner following normal job orientation and training.

2. Violation of any applicable City or internal departmental rule, regulation, procedure, safety rule or policy, including the City's CORE 4 Values.

3. Insubordination or neglect of duty, including failure, neglect, or refusal to follow instructions (either verbal or written) given by a supervisor, unless such instruction is injurious to the employee's or the general public's health and welfare.

4. Refusal to submit to a search of the employee's personal property when the personal property is present on City property and the search is requested as part of an investigation into work-related misconduct.

5. Conveying information the employee knows to be false.

6. Making direct or veiled threats of physical violence or attempting to cause or causing bodily harm or injury to any other person.

7. Failing to self-disclose to the employee's immediate supervisor and the Director of Human Resources within 5 calendar days any arrest; pending felony, misdemeanor or municipal charges; traffic citations, suspension or revocation of a driver's license if the employee is required to drive for the city in the normal course of fulfilling the employee's duties; suspension or revocation of other required license or certification; or conviction of any felony, misdemeanor, traffic offense if the employee is required to drive for the city in the normal course of fulfilling the employee's duties, or municipal ordinance violation. A conviction shall include a guilty or no-contest plea, the acceptance of a plea bargain, a finding of guilty by a judge or jury, or the acceptance of a deferred sentence or deferred judgment.

   Regardless of the status of a criminal proceeding, the City reserves the right to investigate the underlying allegation(s), to include but not limited to, processing a current criminal background check (in compliance with the Fair Credit Reporting Act), and to take disciplinary action based upon its investigation independent of and/or prior to the

conclusion of the criminal case for any conduct, whether on or off duty, that: involves violent crimes, domestic violence, destruction of property, or dishonesty; on becoming public knowledge, could have an adverse effect on the City or on the confidence of the public in City government; is deemed by the City as unbecoming of a City employee; or would interfere with the employee's ability to do their job.

8. The intentional or knowing falsification, misrepresentation, or material omission of facts, including but not limited to:

    i. City insurance documents and other City forms

    ii. Employment applications

    iii. Personnel records

    iv. Time reports

    v. Information pertaining to an official investigation, including but not limited to making full disclosure of facts, known by the employee, to any investigator in an investigation conducted or requested by the City.

    vi. Any information related to City business.

9. Receipt of a written reprimand, fine, suspension, and/or involuntary demotion and the subsequent commission of an infraction or infractions (either the same or a different type) that results in the administration of another written reprimand, fine, suspension, and/or involuntary demotion during any 12-month period.

10. Possession of, use of, testing positive for, or having impaired ability from alcohol or any other narcotic or dangerous drug while on duty. This includes medical/or retail marijuana.

11. Abuse, intentional destruction, abandonment, theft, improper or inappropriate use of, or damaging of property, tools, facilities, vehicles, computer software or data, equipment, funds, or services belonging to another or the City.

12. Displaying deliberate, negligent, or careless conduct and/or using offensive or abusive language in public that may disrupt the work environment, affect the public's trust in the City or its employees, and/or endanger the safety of the employee, other employees, or members of the public.

13. Discriminating against, harassing, sexually harassing, or retaliating against another City employee or citizen.

14. Displaying, sharing, or disseminating pornographic, sexual or obscene materials or images.

15. Failure to be respectful to a supervisor, subordinate, co-worker, or any other person with whom an employee may come in contact during working hours.

16. Unauthorized absence, leaving assigned work area without prior authorization by a supervisor and/or habitual tardiness and attendance.

17. Engaging in a strike, slowdown, or group work stoppage, or any kind of unauthorized interruption of work.

18. Possessing a weapon while on duty or at an employee event, unless such weapon is required to be in the possession of the employee in the normal course of fulfilling the employee's duties. A weapon is defined as a firearm, whether loaded or unloaded; bludgeon; knife or other bladed instrument capable of inflicting cutting, stabbing, or tearing wounds; explosive, incendiary, or other dangerous devices; or any other object defined as a "deadly weapon" or an "illegal weapon" by City ordinance.

19. As a supervisor, failing to take the necessary and appropriate steps to discipline a subordinate employee, when that conduct requires such action, and when the supervisor knows, or in the reasonable exercise of supervisory duties should know, of the situation.

20. Directors, managers, and supervisors engaging in any activity, either in the workplace or outside the workplace, which would interfere with or could reasonably be perceived by others to interfere with the ability to objectively, fairly, and accurately evaluate the performance of a subordinate employee in the chain of command.

21. Failure to maintain qualifications/certifications/licenses/eligibility requirements, including failure to maintain a good driving record where driving is an essential element of an employee's job.

B. Types of Disciplinary Action

The types of disciplinary action that may be imposed shall include the following. If the behavior of the employee is sufficiently egregious, the employee may be subject to discipline up to and including termination.

1. Verbal Warning or Reprimand

Recommend supervisor consultation with Human Resources before issuance. If discipline is for an EEO policy violation, the supervisor must consult with Human Resources before issuance.

This action is administered orally with a written notation being made only for the supervisory record.

Whenever grounds for disciplinary action exist, and a supervisor determines that more severe action is not immediately necessary, the supervisor shall orally communicate to the employee the deficiency and indicate that failure to remedy the deficiency shall result in some method of formal disciplinary action.

Verbal Warnings or Reprimands are not appealable to the next level of supervision within an employee's department or to the Career Service Commission.

2. Written Reprimand

Supervisor must consult with Human Resources prior to issuance to ensure the level of discipline is appropriate and consistent city-wide.

This action is administered in writing with the reprimand document being signed by the supervisor and acknowledged by the employee.

In situations where a verbal warning or reprimand has not resulted in the expected improvement, or where stronger initial action is warranted, a written reprimand shall be addressed to the employee.

The written reprimand shall:

1. Identify the offense(s);

2. State the necessary corrective action(s) to be taken by the employee;

3. State, if applicable, the time period in which the employee must accomplish the corrective action(s); and

4. State what the consequences shall be if the employee repeats the same or similar offense(s) in the future.

After presentation to and discussion with the employee, a copy of the written reprimand, signed by the supervisor and acknowledged by the employee shall:

1. Be given to the employee, and

2. Be forwarded to the Human Resources Department for inclusion in the employee's personnel file.

Employees may provide written responses to written reprimands for inclusion in their personnel files.

Written reprimands may be appealed to the next level of supervision above that of the supervisor issuing the reprimand. The appeal must be submitted in writing

within five (5) working days from the date of receiving the written reprimand. Written reprimands are not appealable to the Career Service Commission.

Employees may request that written reprimands be removed from their personnel file after two years. Removal of such documents must be approved by the Department Director and the Human Resources Director and the employee's Department Director. The basis for removal shall be that the behavior referenced in the reprimand has been corrected and not repeated since the last discipline for that issue. Once an employee leaves the City, the personnel file shall be considered closed and cannot be amended.

C. Advanced Discipline

Supervisor must consult with Human Resources prior to issuance to ensure the level of discipline is appropriate and consistent city-wide.

D. Types of Advanced Discipline

1. Unpaid Suspension

    i. Unpaid disciplinary suspensions may be imposed for serious infractions of City policies.

    ii. Exempt employees may be suspended without pay only in full-day increments and as discipline for serious violations of written workplace conduct rules applicable to all City employees and not based on poor performance or attendance.

2. Involuntary Demotion

    i. Involuntary Demotions may be disciplinary action or may result from failure to perform.

3. Fine

    i. Fines are limited to violations of safety rules of major significance implemented to prevent serious danger to the workplace or workers.

4. Termination of Employment

    i. Pending termination, an employee will be placed on paid or unpaid administrative leave until the issuance of the Letter of Final Decision. Separation of employment for medical reasons are non-punitive and do not require administrative leave or issuance of a Proposed Letter of Adverse Action or Letter of Final Decision.

E. Procedures for Administering Advanced Discipline

The supervisor shall provide the employee a detailed statement of the specific reasons for the proposed disciplinary action and a statement setting forth the appeal process. The letter shall be signed by the employee's Department Director, Deputy City Manager or City Council Appointee (as applicable), and the Human Resources Director and approved as to form by the City Attorney's Office

The employee has up to five (5) working days to appeal to the Department Director the proposed letter of disciplinary action explaining why the proposed disciplinary action should not be taken or why it should be reduced.

Failure by the employee to respond in the five (5) working day period will result in the imposition of the proposed discipline and will end the appeal process.

If an appeal is filed, the Department Director has five (5) working days to respond to the employee's appeal unless additional time is required to investigate statements or claims. If additional time is necessary, the employee shall be notified in writing of the additional time necessary. Failure to respond in (5) working days shall not diminish the discipline.

The employee shall be entitled to meet with the Department Director to discuss why the proposed disciplinary action should not be taken or why it should be reduced. The employee is not entitled to representation at the meeting and employees are prohibited from recording the meeting. If the meeting is recorded, it will be recorded by the City and a copy of the recording shall be given to the employee.

If the employee submitted a timely appeal, the employee shall be notified of the final decision in writing. The letter of final decision shall be signed by the employee's Department Director, Deputy City Manager or City Council Appointee (as applicable), and the Human Resources Director and approved as to the form by the City Attorney's Office.

Within (5) five working days following receipt of the letter of final decision, if the employee appealed to the Department Director, the employee may:

1. Request a hearing with the Career Service Commission by submitting a written request for a hearing to the Director of Human Resources, clearly stating the reason(s) why the disciplinary action should be reversed or modified**;** or

2. Choose to take no further action, in which instance the appeal process shall be concluded.

Medical Separations are non-disciplinary therefore are not appealable to the Career Service Commission.

F. Career Service Commission

If the employee appealed the proposed discipline to the Department Director, the final discipline is appealable to the Career Service Commission. Within five working days of

receipt of the employee's request for a hearing before the Career Service Commission, the Director of Human Resources shall provide notice of the employee's request to the employee's Department Director, Deputy City Manager, Council Appointee, City Attorney's Office, and Career Service Commission.

Within 30 working days of receiving notification of the request for appeal hearing, the Career Service Commission shall notify the Director of Human Resources of the scheduled hearing date.

Within five working days of receipt of notice of the scheduled hearing date, the Director of Human Resources shall provide notice of the scheduled hearing date to the employee, the employee's Department Director, the appropriate Deputy City Manager or Council Appointee and the City Attorney's Office.

A recording of the hearing shall be arranged by Human Resources so that a verbatim transcript can be produced if requested at cost to the requestor.

The Career Service Commission, in hearing the appeal of the disciplinary action, shall consider only the reason(s) stated in the employee's written request for the hearing.

Within 30 working days after the conclusion of the hearing, the Career Service Commission shall notify the employee and, if applicable, the employee's representative; the employee's Department Director; the employee's Deputy City Manager or City Council Appointee; the City Attorney's Office; and the Director of Human Resources of its findings.

The decision of the Career Service Commission is final and ends the administrative appeal process for Career Service employees.

The findings and decisions of the Career Service Commission shall be distributed as specified. Appropriate documentation shall be placed in the employee's personnel file in Human Resources if the disciplinary action is upheld or reduced.

1-10 Grievances of Working Conditions or Practices

The City shall make every reasonable effort to provide satisfactory and equitable working conditions and practices for all employees. The City desires the most efficient and effective accomplishment of its work. To this end, supervisors and employees are expected to make every effort to resolve problems quickly and informally.

When the informal process fails to resolve the problem, an employee may file a work-related grievance without fear of reprisal.

A grievance may address perceived unfair working conditions or practices. Grievances may not address matters of a policy nature such as establishment of wages or benefits, the setting of terms and conditions of employment, and matters affecting individual employee performance evaluations.

Complaints which address discrimination, harassment, sexual harassment, or retaliation are addressed in the **Discrimination, Harassment, Sexual Harassment Policy** of this Handbook.

Appeals of job performance evaluations are provided in a separate procedure entitled "Performance Evaluation Request for Review." Performance Evaluation appeal procedures and forms are available through Human Resources.

A. Representation

A grievance may be filed by an individual employee, a group of employees or by a designated employee. Each employee represented in a grievance must sign all written correspondence throughout the grievance procedure.

Throughout the grievance procedure, the term "employee" shall refer to the employee or employees filing the grievance and/or the designated representative.

B. Timeframes

The timeframes and deadlines for the grievance procedure must be observed, unless extenuating circumstances require adjustment and are documented in writing.

Failure on the part of management to respond within the specified timeframes at any step in the grievance process entitles the employee to resubmit the grievance to the next higher level of authority.

When an employee fails to pursue a grievance within the timeframe specified or withdraws the grievance, the employee's grievance shall be terminated, and no further action shall be taken.

If an employee resigns from their employment, investigation of the grievance may be terminated. Management, however, reserves the right to continue the investigation if deemed appropriate.

C. Grievance Procedure

If, at any time in the process, the employee does not initiate the next level of review within the timeframe specified for such review, it will be assumed that the employee accepts the resolution/explanation last given and the grievance procedure shall be concluded.

Within ten working days of the occurrence of the event(s) causing the grievance or obtaining knowledge of the circumstance(s) causing the grievance, the employee must present a written statement of grievance to their immediate supervisor, unless the grievance is with the immediate supervisor, then the employee may take the grievance to the next level of management.

Within five working days of receiving the employee's written grievance, the employee's immediate supervisor shall respond in writing to the employee and shall provide:

1. An explanation of the matter;

2. An offered resolution, corrective action, or decision regarding the grievance; and

3. An explanation of further action the employee may take regarding the grievance.

Within five working days of receiving the immediate supervisor's response, the employee may request a meeting with their Department Director. This request must:

1. Be in writing with a copy sent to the employee's immediate supervisor; and

2. Specify the employee's reasons for disagreeing with the immediate supervisor's decision.

Absent written notification by the employee to the contrary, it shall be assumed that the employee accepts the resolution of the grievance offered by the immediate supervisor and the grievance procedure shall be concluded.

Within five working days of receiving the request for a meeting, the employee's Department Director shall meet with the employee and the employee's immediate supervisor.

Within five working days of the conclusion of the meeting, the employee's Department Director shall respond in writing to the employee, with a copy of the response also being provided to the:

1. Employee's immediate supervisor

2. Director of Human Resources

This response must provide:

1. An explanation of the matter,

2. The Director's decision regarding the grievance, and

3. An explanation of further action that may be taken regarding the grievance.

Within five working days of receiving the Department Director's response, the employee may request a meeting with their Deputy City Manager. This request must be in writing with a copy sent to the:

1. Employee's Department Director

2. Director of Human Resources

The request must specify the employee's reasons for disagreeing with the Department Director's decision.

Within 10 working days of receiving the request for a meeting, the employee's Deputy City Manager shall meet with the employee, the employee's Department Director, and any other person(s) relevant to the grievance.

Within five working days of the conclusion of the meeting, the employee's Deputy City Manager shall respond in writing to the employee with a copy of the response also being provided to the employee, employee's Department Director, employee's immediate supervisor and Director of Human Resources. This response must provide an explanation of the matter. The decision of the Deputy City Manager is final and ends the grievance procedure.

CONDITIONS OF EMPLOYMENT

2-1 Introductory and Trial Service Periods for Career Service Employees

Introductory and Trial Service Periods are used to evaluate the performance and conduct of newly hired, promoted, or transferred employees.

All newly hired Career Service employees, with the exception of Public Safety Communications personnel, shall be subject to an introductory period of six months of actual service unless otherwise extended.

An introductory employee may be separated from City employment at any time during the introductory period. No Introductory Career Service employee shall be separated without the approval of the introductory employee's Department Director. All reasons cited for the termination must be provided to the introductory employee in writing. Separations during the introductory period are not appealable.

The introductory period may be extended for approved leave taken during the introductory period which shall extend the introductory period proportionately.

Hiring or other such sign-on bonuses will not be paid out until successful completion of the introductory period.

A. Introductory Period for Public Safety Communications Personnel

All Public Safety Communications employees shall be subject to an introductory period of 12 months of actual service.

B. Promotion

Promotional opportunities are posted positions that are vacant or will become vacant and selection is made following a competitive process, excluding reclassification and career progressions. If an Introductory Period employee is hired into a new position, the Introductory Period starts over.

C. Satisfactory Completion

Career Service: After completion of the introductory period, the employee is placed on regular status.

D. Trial Service

All newly promoted Career Service employees, including employees who are reassigned through Career Progression, shall be subject to a trial-service period of six months of actual service.

Employees promoted to a position in a higher pay range shall be compensated at a rate not less than the minimum nor more than the maximum of the new pay range.

Newly promoted Career Service employees shall receive a six-month evaluation, subject to a trial-service period. An employee who does not receive a satisfactory evaluation will be subject to discipline. The affected employee may appeal their discipline in accordance with the City's Disciplinary Action procedures. Such employees may be returned to their former position or a similar type of job classification if available. No City employee, however, may be displaced from a position due to the failure of another employee to satisfactorily perform during their trial service period. If the employee's position or a similar type of job classification is not available, employment termination action shall be initiated in accordance with the City's Disciplinary Action Procedures.

The trial period may be extended for approved leave taken during the trial period which shall extend the trial period proportionately.

2-2 CORE 4 Performance Evaluation Program

Career Service employees will participate in the CORE 4 Performance Evaluation program. This program is designed to evaluate employees for their performance, their demonstration of the City's CORE 4 values and the objectives of their position.

Evaluations should occur at the mid-point and end of the evaluation year. If an employee receives two non-consecutive, overall *Below* rating on any two evaluations regardless if mid-point or annual, that employee shall be separated from employment.

Employees who receive advanced discipline may receive a *Below* rating on their evaluation. A *Below* rating is not automatic. Employees should be properly rated in accordance with the evaluation period.

If an annual wage adjustment is approved by City Council, employees who receive advanced discipline during the applicable evaluation period will be ineligible for the wage adjustment.

Appeals of performance evaluations may be made to the employee's next level of supervision from the supervisor who issued the evaluation.

If an employee receives a below-standard performance evaluation, the employee may be placed on a performance improvement plan.

2-3 Performance Improvement Plans

In order to address performance issues, management may place an employee on a Performance Improvement Plan of a definite duration, not to exceed 6 months. Performance Improvement Plans should not be used for employees who are on an Introductory or Trial Service Period.

The performance improvement plan is a tool used to assist in the process of improving an employee's performance. This plan must indicate the job task(s) that need to be improved and may include but is not limited to, behavior-based items, performance benchmarks or items related to attendance or punctuality.

A performance improvement plan must identify performance expectations and set forth the timeframe for which such items are required to be completed. It must also include a schedule of periodic meetings during which the employee and their supervisor will discuss and document progress.

If performance does not improve or declines, the manager or supervisor, in consultation with Human Resources, may end the plan prior to the end of the timeframe identified and commence with further disciplinary action up to and including termination.

Failure by the employee to sign the performance improvement plan will result in additional discipline, up to and including termination. The plan and the results shall be forwarded to Human Resources to be included in the employee's personnel file.

If a determination is made to pursue disciplinary action as the result of failure to correct performance deficiencies during a Performance Improvement Plan, procedures outlined in the **Disciplinary Action Policy** shall be followed.

An employee currently on a Performance Improvement Plan will not be eligible for job re-assignment if the Performance Improvement Plan is the result of conduct issues.

2-4 Career Progression Plans

Career progression plans may be developed to allow for systematic career growth as an employee gains experience and increases their contributions to the organization. They shall clearly state what is required for an employee to be reclassified to a different classification and shall require as a minimum:

1. An experience standard
2. A minimum merit-eligible performance evaluation
3. A duties and responsibilities standard
4. Successful completion of a six-month trial-service period after the reclassification

2-5 Drug/Alcohol-Free Workplace

The City is a drug and alcohol-free workplace and requires a work environment free from the effects of illegal or misused legal drugs such as certain prescription drugs, alcohol, and controlled substances. Medical and recreational marijuana are both prohibited substances included in this policy.

This policy applies to all employees and applicants extended a conditional job offer. Employees and applicants who are required to hold a commercial driver's license (CDL) must also adhere to regulations as set forth by the Department of Transportation pursuant to 49 C.F.R. Part 40. Civil Service employees may also be subject to additional drug and alcohol-free policies and procedures. Compliance with these policies is a condition of continued employment.

In order to provide quality service to the public and a safe, healthful, and efficient work environment, the City requires its employees to report for work fit to perform their job duties. Employees who may be suffering from addiction are encouraged to seek treatment through their own provider or through the *City of Aurora Addiction Rehabilitation Services (CAARS)* voluntary program.

All employees are subject to pre-employment testing, reasonable suspicion testing, and post-accident testing in certain situations. CDL holders are also subject to random drug and alcohol testing compliant with DOT regulations. Submitting to a test is a condition of employment. An employee or applicant who refuses to test will be subject to termination or a rescinded offer of employment. Refusal to test includes, outright refusal to be taken to or report to a test site, to sign consent forms at the test site, submitting an adulterated or substituted sample, or failure to provide sufficient breath or urine without medical justification.

Employees are prohibited from using drugs or alcohol on the job and may not test positive for drugs or alcohol. Employees who test positive for drugs or alcohol, including marijuana will be in violation of this policy and subject to disciplinary action up to and including termination.

Any deviation from this policy shall be in accordance with all applicable laws and regulations, including the Americans with Disabilities Act (ADA).

If any references to CDL holders contained herein that conflict with DOT Regulations, DOT Regulations shall supersede this handbook.

2-6 Fit for Duty

For the duration of employment, each employee must have the physical ability and mental capacity to perform their essential job functions in a safe, secure, and effective manner. If questions arise regarding an employee's ability to perform their job or whether the employee constitutes a safety concern to the employee, property or others, the employee may be required to submit to a medical examination by a City-designated occupational physician or other provider qualified to determine the employee's fitness for duty, as arranged by the Risk Management Division.

An employee required to submit to such examination by a City-designated physician or provider shall be at no cost to the employee. Correction or treatment of conditions or considerations diagnosed during this examination shall be the sole cost and responsibility of the employee.

If it is determined an employee is unable to perform the essential function of their job, due to a disability, the employee may make a request for reasonable accommodation under the American with Disabilities Act (ADA), through the Human Resources Department.

2-7 Reduction in Force (Layoff)

Any Career Service employee may be laid off because of lack of work, lack of funds or change in City operations as determined at the sole discretion of the City.

In a layoff situation due to a reduction in work force, the City Manager, after review and approval of City Council, shall establish the nature of the reductions. This may include, but is not limited to, any or all of the following:

1. Achievement of a specified cost reduction, by dollar amount or by percent, on a City-wide basis or in specific departments or divisions;

2. Reduction of a specified number of employees, on a City-wide basis or in specific departments or divisions;

3. Layoff in specified job titles or job categories, on a City-wide basis or in specific departments or divisions.

Based on the City Manager's reduction plan, Department Director(s) shall determine the specific positions to be affected in their departments. This shall be reviewed and approved by the appropriate Deputy City Managers and the City Manager.

In the job titles affected by the layoff, contingent employees, employees with current performance evaluations below an achieves rating or with an active documented performance or disciplinary issues, and introductory employees shall be laid off first (in that order) with no retention rights.

Layoff of regular employees in the affected job titles or job categories with current evaluations which indicate at least an achieves rating, shall be based on length of continuous, uninterrupted service as a regular employee. Military leave, FMLA leave, or injury leave shall not count as an interruption.

A. Veterans Preference

In the event of a layoff involving an employee eligible for veterans' preference pursuant to Article XII, Section 15, of the Colorado Constitution, length of continuous, uninterrupted service, shall include credit for military service given as follows:

1. Credit for active military service shall be given as follows:

i. For a person who has completed 20 or more years of active military service, no military service shall be counted in determining length of service in respect to such retention rights;

ii. In the case of a person who has completed less than 20 years of such military service, no more than 10 years of service shall be counted in determining such length of service for such retention rights;

Credit for military service, as described above, shall be added to continuous uninterrupted service as a regular or introductory City employee when determining length of service by an honorably discharged veteran.

B. Reinstatement

Employees with unsatisfactory performance evaluations at the time of being laid off do not have reinstatement rights. Otherwise, a regular employee who is laid off shall be eligible for reinstatement to the position which they vacated, should said position become available at any time during the two-year period following the date that the layoff became effective.

Should a different position become available during that two-year period, that employee may apply as an internal candidate and must successfully pass the employment drug screening, background check and credit check required of new employees.

During the reinstatement period, a former regular employee who is re-employed after a layoff shall be given full credit for their prior service. However, employees shall not receive service credit for the time of the layoff. Reinstatement in the General Employees Retirement Plan is based on the provisions of the plan.

2-8 Separation from Employment

An employee may separate from employment by job abandonment, layoff, resignation, retirement, medical separation, or termination.

When an employee intends to voluntarily leave City employment, the employee should provide their immediate supervisor written notice at least two weeks prior to the last intended date of employment and should complete the necessary forms prior to leaving.

An employee who resigns in-lieu-of termination may not be eligible for rehire.

A resignation may be withdrawn prior to the effective date if approved by the appropriate Department Director.

Employees shall return all City property (e.g., documents, purchasing cards, computer equipment, City vehicles, supplies, materials, keys, I.D. cards) to their immediate supervisor prior to their departure.

Personal belongings not retrieved within six months may be donated or destroyed. The City reserves the option to mail personal belongings to employees' mailing/home address on file.

A. Separation Payments

Final paychecks shall be prepared for normal distribution in accordance with regular payroll cycles. Annual and sick leave accruals as of the date of separation shall be paid out pursuant to City policies. The final paycheck may be offset by any monies or property owed to the City provided the employee was advised in writing at issuance in conjunction with approval from payroll administration and the employee's Department Director.

Coverage under health plans shall terminate on the last day of the month in which employment ceases.

COMPENSATION AND POSITION STATUS POLICIES

3-1 Compensation

Taxpayer funds shall not be used to compensate public employees for hours not worked. Employees who are absent from work and who are not eligible for leave and have exhausted leave shall be placed on leave without pay status, if not voluntarily separated for job abandonment.

According to the City's pay plans, employees shall not be compensated at an amount less than the minimum pay rate for the job to which they are appointed. Compensation above the minimum pay rate may be authorized by the hiring Department Director based upon the employee's education, training, skills and/or experience.

3-2 Change in Compensation

A. Upon Involuntary (Disciplinary) Demotion or Voluntary Change to Lower Pay Range

1. Involuntary (Disciplinary) Demotion

Employees involuntarily demoted as the result of a disciplinary action shall receive a pay decrease. The new pay rate shall not exceed the maximum pay rate of the new range.

2. Voluntary (Non-Disciplinary) Change to Lower Pay Range

When an employee is moved to a position in a lower pay range at the employee's request (voluntary non-disciplinary change to lower pay range) or is placed in a position in a lower pay range through the application and certification process, the employee's salary shall be placed within the lower pay range at a rate not to exceed the employee's actual rate of pay prior to the change. Generally, employees voluntarily demoting to lower pay grades will receive a pay decrease; demotions that do not result in a pay decrease require Deputy City Manager approval.

B. Upon Transfer

Compensation for an employee who is moved from a position in one pay range to a position in the same pay range which requires different skills will generally not receive a salary increase, unless the duties of the new role are significantly more complex than the duties of the previous position, as determined and approved by the Manager of Human Resources. Such increases must also have the approval of the appropriate Deputy City Manager.

C. Reclassification to a Lower Pay Range

When a position is moved to a lower pay range as the result of a job evaluation, the employee's compensation may be adjusted within the new pay range at a rate not to exceed

the employee's actual rate of pay prior to reclassification with the approval of the Department Director and Deputy City Manager.

When an employee's salary is above the maximum pay rate of their new pay range as the result of a job evaluation, the employee's salary will not receive annual increases in base pay until the maximum pay for the salary range exceeds the employee's salary.

D. Reclassification to a Higher Pay Range

When a position is moved to a higher pay range as the result of a job evaluation or through career progression, an employee's salary shall be placed within the higher range at the discretion of the Department Director.

Salary changes resulting from a job evaluation may be made effective no earlier than the date upon which the request for job evaluation is signed by the Director of Human Resources.

E. Employees Whose Salary is Above the Pay Range for Their Position

An employee who is at or above the maximum rate of their pay range, and/or whose subsequent performance evaluation would place their salary above the maximum rate of their pay range, will not receive annual increases in base pay until their salary is within the pay range for their position. Their salary will remain the same until the maximum of the pay range exceeds their salary.

F. Detail Assignments

In order to maintain City operations, employees may be detailed to serve in a temporary or acting capacity in a job classification in a pay range above their regular job classification. Employees may be detailed by a Department Director after consultation with Human Resources.

3-3 Special Pay

A. Bonuses

Performance bonuses, which are not pensionable for purposes of retirement, may be granted to exempt and non-exempt employees according to the following guidelines:

1. A bonus may be granted to an employee who has demonstrated specific extraordinary performance as determined by the employee's Department Director with approval by a Deputy City Manager.

    1. This bonus program may not be used for the following:

    i. Resolution of pay inequities

    ii. Special projects, standby pay or emergencies which are included in the City's current overtime policy

iii. Detail pay

iv. Employee suggestions

v. Overtime

vi. Any activities compensated through other available mechanisms.

2. Bonuses Procedural Guidelines

Procedural Guidelines for the program are as follows:

i. Bonus awards shall be made in a single payment and shall not adjust the employee's base pay.

ii. Bonus awards may be awarded at any time during the year.

iii. The bonus amount awarded may be up to 10 percent of an employee's salary but shall not exceed $3,500.

iv. Bonus awards shall be paid through the normal bi-weekly paycheck.

B. Certification Pay

Certification pay, which is not pensionable for purposes of retirement, may be used to support appropriate compensation for certifications that are essential to the position and standard within the industry. In partnership with the department, Human Resources will determine the validity of the certification in comparison to external market and the monetary value placed on the certification.

C. Call Back Pay

When a non-exempt employee who is not on standby duty is called back for overtime work which is separate from their scheduled shift, a minimum of two hours pay at the overtime rate shall be guaranteed.

D. Overtime for Non-Exempt Employees

Non-exempt employees shall be compensated for hours actually worked (productive time) in excess of 40 hours during the work week or in excess of the scheduled work shift as specified by the Department Director. The work week begins and ends at Friday midnight.

Hours compensated at the overtime rate on a work shift basis shall not be considered in determining total productive hours for the work week.

Department Directors or their respective designees shall determine whether overtime shall be based on the work week or work shift for each employee and if in the form of payment or

compensatory time. An appropriate FLSA agreement shall be placed in each non-exempt employee's personnel file.

All scheduling and payment of overtime must be authorized in advance by Department Directors or their designees. Employees who work overtime without authorization will be paid for overtime hours worked but may be subject to discipline.

An amount equal to 1.5 times the hourly rate of pay for each of the overtime hours worked, or a rate equal to 1.5 times the number of hours worked in compensatory time.

The maximum amount of compensatory time any one employee may accumulate shall be determined by each Department Director. However, this amount may not exceed 240 overtime hours for Career Service employees.

E. Standby

Exempt and non-exempt employees placed on standby duty apart from regular working hours may be paid straight time up to 10 hours per work week for being on call, if the department sets a maximum response time for employees on standby duty. Non-exempt employees on standby duty who are actually called to work during non-duty hours shall be paid at the rate of 1.5 times their hourly rate for hours actually worked.

F. Emergency Pay

Employees may be compensated beyond their normal wage in the event:

1. The City Manager has declared an emergency, or
2. The Public Works Director has declared a snow emergency, or
3. The employee is ordered to work under hazardous conditions beyond the normal scope of their job, or
4. A Director has declared an emergency for facility repair.

3-4 Recruitment

It is the responsibility of Human Resources to compile and publish job opportunity listings announcing City employment opportunities. Recruitment shall be initiated when Human Resources receives a completed request from a hiring department, the request is reviewed by Human Resources and the Budget Division and approved by the Deputy City Manager.

The job opportunity listing shall indicate the department, position title, basic position duties, requirements, pay rate (or range), and benefits to be offered of each position listed and contain a statement affirming the City's commitment to equal employment opportunity.

The hiring department and Human Resources shall determine, prior to posting, if positions shall be announced internally, externally, or concurrently.

A. Hiring Documentation

Applicants for employment, promotion or transfer may be required to submit written documentation for items such as minimum age, identity, employment authorization required licenses, training, certification, registration, education or driving records.

Failure to provide required documentation may disqualify an applicant from employment, promotion, or transfer consideration.

B. Internal Applicants

If an employee is transferred or promoted, the Introductory/Trial Period will start over. A contingent employee may be directly appointed to a regular position of the same classification, if a competitive recruitment was conducted for the contingent position.

C. Evaluation of Applicants

The hiring department and Human Resources shall determine the appropriate method to be used in posting, recruiting, evaluating, and selecting applicants for the position to be filled.

When a position has received an excessive number of applications, Human Resources will review applications. It is not guaranteed that applications received after the Human Resources review will be considered.

D. Confidentiality

The evaluations of each applicant shall be confidential, but applicants may request information concerning their own test performance. Information shall not be released that would compromise the rights of other applicants or the security of test materials.

E. Ineligibility

A person shall be determined ineligible for a position based upon, but not limited to the following:

1. Does not meet the requirements for the position or cannot perform the essential functions of the position, with or without reasonable accommodation;

2. Is below minimum age established by the City to conform to state and federal laws;

3. Has used or attempted to use political influence or bribery to secure an advantage in evaluation or appointment to a position in the City;

4. Has made false statements, omitted any material fact, or has practiced or attempted to practice deception or fraud during any part of the application or selection process;

5. Has used unauthorized access to information concerning the contents of an examination;

6. Has been convicted of an offense which directly relates to the duties of the position applied for;

7. Would be in a position which would involve a supervisory/subordinate relationship between two members of the same family or household where one employee could influence the pay or performance rating of another;

8. Has an unsatisfactory employment history or if currently employed by the City, has received advanced discipline within the preceding six months, or the most recent mid-point or annual performance evaluation reflects below standard performance in their current position;

9. Has resigned in-lieu-of-termination (may be treated as ineligible); or

10. Has failed a drug screen within the past 12 months when applying for another City position.

F. Veterans' Preference

All external applicants for Career Service positions who meet the minimum qualifications of the position and who qualify for veterans' preference pursuant to Article XII, Section 15, of the Colorado Constitution shall be included on the certification list of qualified candidates and shall be given an initial interview by the hiring department. This also applies to internal candidates applying for a non-promotional position.

3-5 Certification

It is the responsibility of Human Resources to certify candidates for vacant Career Service positions.

A. Certification List

Only qualified applicants who are certified for a position shall be given the opportunity to be interviewed by the hiring department as a part of the selection process.

Certification lists may remain active for up to six months following the date of their creation or until exhausted, whichever comes first. Such lists may be used to fill positions requiring similar or identical qualifications in one or more departments during the time the certification lists are active.

3-6 Selection

A. Interview

The hiring department shall make every reasonable effort to contact and schedule interviews with all certified applicants unless such applicant has been interviewed within the last 12

months and been determined through a previous interview not to be qualified for the position. Elimination of such applicants must be approved by Human Resources.

B. Appointment

The hiring department shall be responsible for selecting from among the certified candidates to fill position vacancies. Selection to all Career Service positions shall be made according to merit and fitness, without regard race, color, religion, national origin, sex (including pregnancy, childbirth, and related medical conditions), ancestry, sexual orientation, age, disability status, marital status, genetic information, gender identity or expression, active military personnel status, citizenship status, transgender status, except as provided by law.

C. Reinstatement of Veterans

Pursuant to USERRA, reinstatement shall be given any regular employee who enlists or accepts a commission or is drafted into the United States Armed Forces, (Navy, Air Force, Army, Marine Corps, or Coast Guard) and shall apply to members of the National Guard or Reserve components who are ordered to extended active duty during war or national emergency.

Reinstatement shall be given during both peace and war time but shall be limited to those eligible veterans who have been honorably discharged from active military service.

A veteran reinstated into a position comparable to the one previously vacated shall be credited with all previous satisfactory service completed prior to military service in determining pay. Time of military service shall be included when calculating eligibility to participate in pension benefits and seniority.

D. Emergency Hiring Process

When the City Manager has declared a City emergency, the procedures for hiring employees during the emergency may be suspended or amended as directed by the City Manager.

E. Employment

All employment requirements, including an appropriate physical examination, verification of education, successful completion of reference checks, successful completion of a criminal background check ("successful completion" is in the sole discretion of the Human Resources Department) credit check (for financial related positions) and drug screening scheduled by Human Resources must be satisfactorily completed prior to employment or promotion and transfer if through a competitive process.

3-7 Re-assignment, Transfers, and Voluntary Demotion

A. Re-Assignment

The re-assignment of an employee from one position to a comparable position within a department where there is no significant change in job duties may be made at the discretion of the Department Director.

B. Transfers

The transfer of an employee from one position in one department to a comparable position or a position in a lower pay range in another department, shall be accomplished through the application and certification process, except when employees are transferred due to a reduction in work force or because a significant organizational need has been identified.

In the instance where a significant organizational need has been identified, the transfer of an employee from one position in one department to a comparable position in another department may be accomplished between departments by agreement of the affected Department Directors and reviewed by Human Resources.

The City Manager and/or Deputy City Manager may transfer an employee or employees to another position when necessitated by factors including but not limited to reduction in work force or functional reorganization.

C. Voluntary Demotions

The voluntary (non-disciplinary) demotion of an employee and their transfer to a position in a lower pay range may be accomplished:

1. Between departments by written agreement of the affected Department Directors (with approval of the appropriate Deputy City Manager), or

2. Within a department at the discretion of the Department Director.

A request for a voluntary demotion must be made in writing by the employee and submitted to and approved by their Department Director.

Voluntary demotions shall be implemented based on the reasons for the request, the qualifications of the employee and the availability of a suitable position vacancy within the City.

3-8 Contingent Employment

A. Appointment

Contingent employees who meet the requirements of the position may be hired or re-hired in positions at the discretion of the hiring department. Contingent employees are required to

complete and successfully pass a criminal background check, physical examination, and drug screening prior to employment. A credit check may be required certain positions.

B. Duration

The length of the appointment shall be defined by the requesting department at the time of appointment but generally should not go beyond 12 months. Work permitting, an option to extend may be considered.

C. Exemption

Contingent employees are subject to separation of employment without Career Service appeal rights for failure to perform or behave satisfactorily, for violation of any City policy or procedures, or for operational considerations.

D. Benefits

Contingent and temporary employees generally are not eligible to participate in the City's employee benefits programs. Contingent employees working an average of 30 hours a week may qualify for medical coverage under the Affordable Care Act.

Benefit payments upon separation may not be deferred to the following year.

PART TWO: BENEFITS, LEAVE POLICIES AND PAYROLL ADMINISTRATION POLICY

The benefits offered in Part Two of the Handbook apply to all City employees except as otherwise set forth in a specific policy.

GROUP BENEFITS

The City may offer employees the opportunity to participate in City-sponsored insurance programs, such as health insurance, dental insurance, vision insurance, disability insurance, and life insurance. An employee's eligibility to participate in and the coverage provided by each program are determined by the benefit program plan, if such a plan exists, or by the terms of the agreement between the City and the benefit provider.

A copy of the benefit program plan or provider agreement for each benefit program sponsored by the City may be obtained from the Human Resources Department. It is solely the employee-participant's individual obligation to understand the coverage afforded by each benefit program plan or agreement and to pursue claims pursuant to the coverage provisions of each program.

The City reserves the right, at any time, to:

1. Amend or modify, in whole or in part, any or all of the provisions of a benefit program, including provisions concerning who is eligible for coverage and the coverage provided;

2. Discontinue, terminate, or add a benefit program; and

3. Change the amount or nature of the required contribution to be made by the participant or beneficiary of a benefit program.

Employees may change health and welfare plans for themselves or those family members who already are covered during the annual open enrollment. Employees may also make changes within 30 days of a qualifying event.

Employees are personally responsible for removal of dependents from their insurance plans within 30 days of the date that such dependents become ineligible for coverage. Employees shall be responsible for the repayment of any premiums paid for by the City and/or expenses incurred by the ineligible dependents and are subject to disciplinary action up to and including termination**.**

When an employee is separated from employment with the City, other than for gross misconduct, or when a dependent is no longer eligible for coverage under the program plan, the employee or dependent may be eligible for continued healthcare coverage as specified by federal guidelines. In such cases, employees are responsible for the costs of such coverage.

4-1 Deferred Compensation

Eligible employees may participate in the deferred compensation plans offered by the City at their option and in accordance with the provisions of the plans. Exceptions are subject to the summary plan description or certificates of coverage.

The City of Aurora 457 Deferred Compensation Plan has an initial automatic enrollment deferral, with annual automatic deferral increases.

4-2 Retirement Plan

All regular full-time and part-time employees, must participate in the retirement plan which covers their occupational group, as specified in the City Code.

A. Career Service Employees

There is no mandatory retirement age. Eligibility for retirement with no minimum service requirement for employees in the General Employees' Retirement Plan (GERP) commences at age 65 for employees who began employment before January 1, 2012; for those who began employment on or after January 1, 2012, retirement age commences at age 67.

The Aurora General Employees' Retirement Plan Board is responsible for administering the plan.

B. Council Appointees other than Executive Personnel

Council Appointees other than Executive Personnel who are hired after January 1, 1998, shall participate in the General Employees' Retirement Plan.

C. Fire Civil Service Employees, Deputy Chiefs, Shift Commanders, and the Fire Chief (When Appointed from the Ranks of Civil Service)

Fire personnel employees may be granted retirement and/or disability benefits as provided for in Article 30.5 or 31, as applicable, of Title 31 of the Colorado Revised Statutes 1973, as amended.

D. Police Civil Service Employees, Division Chiefs, Shift Commanders, Deputy Police Chief, and the Police Chief (When Appointed from the Ranks of Civil Service)

Law enforcement personnel employees may be granted disability benefits as provided for in Article 30.5 or 31, as applicable, of Title 31 of the Colorado Revised Statutes 1973, as amended.

The Aurora Police Money Purchase Pension Plan has contracted with an independent financial consultant to administer their retirement plan in accordance with City Code. The Fire and Police Pension Association of Colorado is responsible for administering the disability pension plan.

E. City Manager, Assistant City Managers, Deputy City Managers and Department

Directors (Executive Personnel)

Executive personnel may participate in the General Employees' Retirement Plan or may opt to participate in the Executive Personnel Money Purchase Plan (MPP). Selection and written acceptance must be made within 30 days of notification of their option to participate in the MPP.

The City has contracted with the General Employees' Retirement Plan to administer the plan.

4-3 Social Security

All employees are required to participate in Social Security with the following exceptions:

1. Police and Fire Civil Service and elected officials do not participate in the retirement portion of Social Security.

2. All Police and Fire Civil Service employees and elected officials hired or elected after April 1986 are required to participate in the Medicare portion of Social Security.

LEAVE POLICIES

5-1 Annual Leave (Vacation)

Annual leave provides regular employees paid time off from work to pursue their own interests and to rejuvenate their energies.

Annual leave accrual rates for all regular full-time employees are based on length of continuous service and seniority hours worked (overtime hours not included) in accordance with the following schedule:

LENGTH OF EMPLOYMENT		*LEAVE ACCRUAL*		
Hours of Service	**Years of Service**	**In Hours**	**By Days**	**By Pay Period**
Before completion of 4,160 hours	0-2	96	12	3.6923
After completion of 4,160 hours	2-4	104	13	4.0000
After completion of 8,320 hours	4	112	14	4.3077
After completion of 12,480 hours	6	120	15	4.6154
After completion of 16,640 hours	8	128	16	4.9231
After completion of 20,800 hours	10	136	17	5.2308
After completion of 24,960 hours	12	144	18	5.5384
After completion of 29,120 hours	14	160	20	6.1538
After completion of 31,200 hours	15	184	23	7.0769

Part-time employees less than a .8 FTE will accrue annual leave at half of the full-time rate as indicated on the above table.

Annual leave accrual rates for judges are based on years of employment regardless of whether they are full-time or part-time status.

Annual leave may also be donated and transferred to a qualified employee pursuant to the provisions of the City's Leave Sharing Program.

Regular Career Service employees who separate their employment in good standing and are subsequently re-employed into a regular Career Service position within 12 months of their separation date shall be eligible to accrue annual leave at the rate accrued at the time of their employment separation.

Maximum Accrual: For all employees, except 24-hour firefighters, as of the pay period in which March 1 falls, the maximum permissible accrual shall be as follows:

1. 260 hours for all full-time regular City employees except Fire Civil Service.

2. 130 hours for all part-time regular City employees except Fire Civil Service.

3. All annual leave hours in excess of the maximum accrual amount permitted shall be forfeited each year on the last day in February. Department Directors, Deputy City

Managers, and City Council Appointees may approve compensation for any excess accrued annual leave if, in the Department Director's, Deputy City Manager's, or City Council Appointee's determination, unusually heavy workloads and/or lack of personnel have prevented an employee from using the excess leave. Such compensation shall be as of the end of February at the employee's regular hourly rate for each hour over the maximum accrual.

4. If a Department Director, Deputy City Manager, or CityCouncil Appointee determines that an employee qualifies for compensation for excess annual leave, they must submit a written request, no later than February 15, to the Payroll division stating the employee's name and the number of annual leave hours to be compensated. For 24-hour firefighters, the written request must be submitted to payroll by December 15.

5. For 24-hour firefighters, the maximum permissible accrual timeframe is the pay period in which January 1 falls.

6. City Council Appointees' maximum accrual will be determined by City Council.

A. Requirements for Use of Annual Leave

Employees shall inform their immediate supervisor, in advance, of the date and amount of annual leave they would like to take. Use of annual leave must be scheduled and approved by an employee's immediate supervisor before the leave is taken, unless it is for a medical absence. A doctor's note may be required if the leave is for a medical absence.

Newly hired Career Service employees shall accrue and may take annual leave prior to the completion of six months of service.

Supervisors and managers shall encourage employees to use annual leave whenever workload and staffing requirements permit. Supervisors may modify, limit, or deny an employee's request for annual leave if the employee's absence would create an operational hardship.

Employees who become ill during a period of annual leave shall not have the option of changing their annual leave to sick leave during that period.

B. Payment Upon Separation

Upon separation of continuous service, Civil Service and Career Service employees, to include Public Safety Communications, who have successfully completed their Introductory Period or six months of service shall receive payment for unused accrued annual leave.

City Council Appointees and City Manager appointees may negotiate the provisions of annual leave.

5-2 Personal Leave

This policy is limited to City Council Appointees, City Manager Appointees, Career Service employees and Benefit Eligible Contingent employees.

Personal leave is paid leave that may be used by regular employees in those instances where personal time off from work is needed or desired.

A. Regular full-time Employees

Upon completion of six months of continuous service and 1,040 hours of service (over-time hours not included), full-time employees shall be entitled to 12 hours of personal leave with pay.

Upon completion of six additional months of continuous service and a total of 2,080 hours of service (overtime hours not included), full-time employees shall be entitled to an additional 12 hours of personal leave with pay. Each calendar year thereafter on January 1, full-time employees will receive 24 hours of personal leave. Personal leave balance may not be carried over from year-to-year.

B. Regular part-time Employees

Upon completion of six months of continuous service and 520 hours of service (over-time hours not included), part-time employees shall be entitled to six hours of personal leave with pay each calendar year. Upon completion of six additional months of continuous service and a total of 1,040 hours of service (over-time hours not included), part-time employees shall be entitled to an additional six hours of personal leave with pay. Each calendar year thereafter on January 1, part- time employees will receive 12 hours of personal leave.

C. Benefit Eligible Contingent Employees

Benefit-eligible contingent employees working greater than 30 hours per week on average will accrue leave at a rate of 3.077 hours per pay period, not to exceed 80 hours per year.

D. Use of Personal Leave

Employees shall inform their immediate supervisor, in advance, of the date and amount of personal leave they would like to take. Use of personal leave must be scheduled and approved by an employee's immediate supervisor before the leave is taken. Supervisors shall schedule and allow employees to take personal leave whenever workloads and staffing requirements permit. Supervisors may modify, limit, or deny an employee's request for personal leave if the employee's absence would create an operational hardship.

Employees who become ill during a period of personal leave shall not have the option of changing their personal leave to sick leave during that period.

When personal leave is used as sick leave, it is subject to all guidelines in the Sick Leave Policy.

Personal leave may also be donated and transferred to a qualified employee pursuant to the provisions of the City's Leave Sharing Program.

Personal leave balance may not be carried over from year-to-year. Employees shall not be paid for unused personal leave upon separation.

5-3 Sick Leave

Regular full-time employees, including introductory employees, shall accrue 104 hours of sick leave for each 2,080 hours of work (overtime hours not included). Regular part-time employees shall accrue sick leave on a pro-rated basis according to the number of hours worked.

Benefit-eligible contingent employees working greater than 30 hours per week on average will not accrue sick leave but will accrue personal leave at a rate of 3.077 hours per pay period, not to exceed 80 hours per year. This leave may be used for sick leave or other valid reasons. When a benefit eligible contingent employee requests to use leave as sick leave, it is subject to all guidelines in this Policy.

Upon hire, non-benefit-eligible contingent employees working less than 30 hours per week on average will receive 48 hours of sick leave. Each calendar year thereafter, on January 1, non-benefit-eligible contingent employees will have their sick leave balances renewed to a full 48 hours.

Sick leave provides employees paid time off work for the sole purpose when:

1. An employee is incapacitated due to a non-occupational illness, injury, or disability (including pregnancy), or

2. Additional time is needed to supplement workers' compensation benefits after the expiration of Occupational Injury or Illness Leave. At no time shall the combination of workers' compensation and sick leave exceed 100 percent of an employee's regular pay, or

3. An employee is bonding with a newborn, adopted child, or foster child, or is required to be in attendance for the placement or adoption of a child, or

4. An employee is required to be in attendance for the necessary medical care of a member of the employee's immediate family, or

5. When an employee is on Military Leave, or

6. When:

    i. Time off is needed for the employee's own, or a family member's:

        - mental or physical illness, injury, or health condition;

- seeking a medical diagnosis;
- care or treatment related to an illness, injury, or condition; or
- preventive medical care, or

ii. The employee or the employee's family member has been the victim of:

- domestic abuse, sexual assault, or criminal harassment (as defined in State statute); and
- needs time off to obtain medical treatment or victim services, seek counseling or legal services, or relocate; or

iii. Due to a public health emergency, a public official has ordered the closure of:

- the employee's child's school or place of care; or
- the employee's place of business.

As reasonably soon as possible, employees must notify their immediate supervisor before their shift begins if they are going to be absent from work and the absence is to be charged to sick leave.

In order to verify the appropriate use of sick leave**,** supervisors have the authority to request that medical verification for an employee's absence be provided under the following provisions:

1. the leave is four (4) or more consecutive workdays or sick leave usage has exceeded 48 hours within the calendar year, and
2. the documentation request is reasonable and does not require more than what is needed to show a valid reason for leave, and
3. the request does not require details about the employee's (or their family's) health or safety information.

Whenever possible sick leave shall be deducted within the pay period it is used. Employees can only use sick leave for the number of hours they have in their balance (not future accruals). If employees cannot cover their absence with sick leave balance, this time becomes leave without pay.

Sick leave may also be donated and transferred to a qualified employee pursuant to the provisions of the City's Leave Sharing Program.

A. Sick Leave Conversion (Non-Civil-Service Employees)

Sick leave hours accumulated by regular employees in excess of established minimums may be converted annually to annual leave on the first pay period that ends in January at a rate of one hour's pay for every two hours of sick leave up to an established maximum.

Minimum sick leave balances and maximum payments may not exceed the following limits for:

1. A sick leave balance of 720 hours is required before any payment will be made. No more than 240 hours may be converted on an annual basis so that the maximum payment in one year shall be 120 hours.

2. Career Service employees may elect to increase their annual leave balances by up to 40 hours per year in exchange for twice that amount of accrued sick leave during the second pay period that ends in March.

B. Sick Leave Conversion (Police Civil Service Employees)

Sick leave hours accumulated in excess of established minimums may be converted annually on the first pay period that ends in January at a rate of one hour pay for each two hours of sick leave up to the established maximum for police officers.

A sick leave balance of 720 hours is required before any payment will be made. No more than 240 hours may be converted on an annual basis so that the maximum payment in one year shall be 120 hours.

C. Sick Leave Conversion (Fire Civil Service Employees)

Sick leave hours accumulated in excess of established minimums may be converted annually during the first pay period that ends in January at a rate of one hour pay for each two hours of sick leave up to the established maximum for firefighters.

A sick leave balance of 684 hours for 8-hour firefighters and 960 hours for 24-hour firefighters is required before any payment will be made. No more than 240 hours for 8-hour firefighters and 360 hours for 24-hour firefighters may be converted on an annual basis so that the maximum payment in one year shall be 120 hours for 8-hour firefighters and 180 hours for 24-hour firefighters.

D. Payment upon Separation (Non-Civil-Service Employees)

Upon separation after five years of continuous service, employees may receive one hour's pay for every two hours of unused accrued sick leave, up to a maximum of 480 hours' payment, provided such separation has not been the result of termination of employment as disciplinary action or the employee's abandonment of position. Contingent employees shall not be paid for unused leave upon separation.

E. Pandemic Paid Sick Leave (applies to all employees)

To continue to protect the health of employees in the event of a pandemic, the City in accordance with the Healthy Families Workplace Act will provide up to 80 hours (depending on work status) of paid sick leave in the event of a public health emergency. The paid sick leave becomes effective on the date a public health emergency is declared and continues four (4) weeks after the official termination or suspension of the public health emergency. Documentation is not required to take Pandemic Paid Sick Leave. Pandemic Paid Sick Leave cannot be converted, and unused hours will not be paid out to an employee.

Pandemic paid sick leave covers employees when:

1. needing to self-isolate due to either being diagnosed with, or having symptoms of, a communicable illness that is the cause of a public health emergency;
2. seeking a diagnosis, treatment, or care (including preventive care) of such an illness;
3. being excluded from work by a government health official, or by an employer, due to the employee having exposure to, or symptoms of, such an illness (whether or not they are actually diagnosed with the illness);
4. being unable to work due to a health condition that may increase susceptibility or risk of such an illness; or
5. caring for a child or other family member who is in category (1), (2), or (3), or whose school, childcare provider, or other care provider is either unavailable, closed, or providing remote instruction due to the public health emergency.

5-4 Holidays

Holiday leave is paid leave provided for official, designated City holidays. Eligible employees shall receive their regular pay for holidays not worked and premium pay for hours worked on a City-observed holiday. Work schedules may need to be modified due to the date of the holiday.

Holidays for Civil Service employees are described in their respective collective bargaining agreements.

While City Council may designate additional special holidays, the following shall be official holidays for non-Civil Service employees:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11

Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Day	December 25

When a holiday falls on a Sunday, the following Monday shall be observed, and when a holiday falls on a Saturday, the preceding Friday shall be observed.

Work units which are normally scheduled to operate on Saturdays or Sundays shall observe the actual day of the holiday.

When the day observed by the City as a holiday falls during an employee's regularly scheduled day off, the employee shall receive eight hours straight pay for the holiday, or eight hours paid time off. If paid time off, exempt employees must take the time off within the same pay period. Non-exempt employees can accrue as compensatory time.

When the day observed by the City as a holiday falls during an exempt employee's regularly scheduled day off, the employee shall receive eight hours straight pay for the holiday, or eight hours paid time off during the same pay period.

When a holiday falls during an employee's vacation, the day of the holiday shall not be charged against annual leave. An employee on leave without pay on the workday preceding or following a holiday shall not receive pay for that holiday.

Employees who are normally scheduled to work more than eight hours a day shall be required to use annual, compensatory, or personal leave for hours taken in excess of the eight paid holiday hours or work additional hours to cover the difference.

Eligible part-time employees shall receive holiday pay on a pro-rated basis according to the number hours worked, unless they are normally scheduled to work more hours on the day on which the holiday falls. In such an event, the employee may be compensated for up to eight hours of holiday pay. Non-exempt part-time employees required to work on an official holiday, shall receive their regular hours for the day plus holiday pay on a pro-rated basis according to the number of hours worked.

5-5 Occupational Injury or Illness Leave

This policy applies to Career and Civil Service employees (excludes part-time employees), who have completed the Introductory Period and City Council and City Manager Appointees who suffer an occupational injury or illness compensable under workers' compensation.

If a Career or Civil Service employee has not completed the Introductory Period and sustains an occupational injury or illness compensable under workers' compensation, the employee may be eligible for limited city paid leave or Temporary Modified Duty (TMD). This applies to part-time Career and Civil Service employees and Contingent employees.

Eligible employees are entitled to Occupational Injury or Illness Leave until at which time the employee reaches maximum medical improvement or the approved leave period ends (not to exceed one year), whichever comes first.

The City of Aurora may provide up to one year for an injured or ill regular employee to return to full duty. "Full Duty" means that an employee is cleared of all work restrictions by the employee's doctor, is no longer working reduced hours, and is performing the essential functions of the job, with or without reasonable accommodation.

The City does not permit indefinite leave, all leave requests are evaluated on a case-by-case basis and leave is not to exceed one year. Repetitive, recurring injury or illness, or extended leave will be evaluated under the Americans with Disabilities Act (ADA) and Family and Medical Leave Act (FMLA) for continued employment and accommodation.

Occupational Injury or Illness Leave runs concurrent with FMLA and the Employee Medical Leave.

5-6 Family and Medical Leave

Family and Medical Leave (FMLA) provides eligible employees up to 12 weeks of unpaid, job-protected leave in a rolling 12-month period for the following reason(s): the birth of a child or placement of a child for adoption or foster care; to bond with a child (leave must be taken within one year of the child's birth or placement); to care for the employee's spouse, child, or parent who has a qualifying serious health condition; for the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job; for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent; and an eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single rolling 12-month period to care for the servicemember with a serious injury or illness.

To be eligible for FMLA leave, an employee must:

1. Have worked for the City for at least 12 months;

2. Have worked at least 1,250 productive hours in the previous 12 months.

For FMLA leave to be considered authorized, the employee must notify their direct supervisor and/or the Human Resources Department at least 30 days prior to the commencement of FMLA leave when the need is foreseeable. If foreseeable, the employee must make a reasonable effort to schedule treatment so not to unduly disrupt departmental or City operations.

If the leave is unforeseeable, the employee is expected to give notice to their direct supervisor and/or the Human Recourses Department of the need for the leave as soon as practicable under the circumstances, generally within one or two working days. The employee is required to follow the attendance guidelines as noted in section 2.1 of this Employee Handbook while applying for leave. Failure to follow the attendance guidelines may be the basis for disciplinary action up to and including termination.

The City has established policies and implemented procedures in compliance with State and Federal laws and regulations. The City may not interfere with, restrain, or deny the exercise of any right provided under federal Family and Medical Leave Act or discharge or discriminate against any person for opposing any practice made unlawful by the Act or for involvement in any proceeding under or relating to the Act. The City shall make every effort to assist with and promote rehabilitation for employees and families with serious medical conditions.

Employees on approved FMLA leave, will have their health insurance coverage continue under the same terms and conditions as if the employee were not on leave.

5-7 Employee Medical Leave

This policy applies to Career and Civil Service employees, who have completed the Introductory Period and City Council and City Manager Appointees, who experience an off the job injury or illness that renders the employee incapable of performing the essential duties of their job.

Eligible employees are entitled to Employee Medical Leave until at which time the employee reaches maximum medical improvement or one year, whichever comes first.

The City of Aurora may provide up to one year for an injured or ill employee to return to full duty from an off-the-job injury or illness. "Full Duty" means that an employee is cleared of all work restrictions by the employee's doctor, is no longer working reduced hours, and is performing the essential functions of the job, with or without reasonable accommodation.

The City does not permit indefinite leave, all leave requests are evaluated on a case-by-case basis and leave is not to exceed one year. Repetitive, recurring injury or illness, or extended leave will be evaluated under the Americans with Disabilities Act (ADA) and Family and Medical Leave Act (FMLA) for continued employment and accommodation.

The Employee Medical Leave runs concurrent with FMLA. Leave Sharing Program

This program is open to regular full and part-time employees.

Leave sharing is paid leave provided to assist employees when an employee must be absent from work due to a medical hardship to the employee, spouse, or child(ren).

City employees may voluntarily donate annual, personal and sick leave hours to a qualified employee.

For additional eligibility requirements, application procedures, and a detailed explanation of the program, see the Human Resources policy for Leave Sharing.

5-8 Leave of Absence /Leave Without Pay

Employees may request a leave of absence of up to six months for purposes of continuing their education, to deal with hardships, or other appropriate purposes. In cases of military leave, the six-month limitation shall not apply.

All requests for a leave of absence must be pre-approved by the employee's Director, Deputy City Manager, the City Manager, or their City Council Appointee. Approval of the employee's appropriate Deputy City Manager or City Council Appointee, as applicable, is required if the leave is intended to exceed 30 working days. An employee's request for a leave of absence may be modified, limited, or denied if the employee's absence would create an operational hardship except in instances concerning:

1. FMLA leave;
2. Military leave;
3. When a leave of absence is used in disciplinary action, resulting in a suspension;
4. On-the-job injuries or illnesses;
5. Long-term disability;
6. Short-term disability; or
7. Absence without permission.

Failure of an employee to return from a leave of absence within three calendar days of the date the approved leave ends, shall be considered abandonment of position.

To maintain City contributions for insurance benefits, employees may supplement the employee-portion of benefits with paid leave accruals or, the employee must pay the employee's portion of insurance benefits in order to keep them in effect unless the employee is on FMLA leave.

All annual and personal leave must be exhausted, to include sick leave if the leave is for medical reasons, except in the above noted instances before leave without pay may be granted. Hours to which an employee is in a leave without pay status, those hours shall not be credited towards accrual of annual leave, credited service for pension, performance-based salary increases, personal leave or sick leave, except as required under the Uniformed Services Employment and Reemployment Rights Act and Family Medical Leave Act.

5-9 Military Leave

In compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state law, it is the policy of the City to grant a military leave of absence to eligible employees serving in the uniformed services, including but not limited to, the United States Armed Forces and National Guard and Reserves, for periods of active service (including voluntary and involuntary service), as well as USERRA-required rest time and travel time, not to exceed a cumulative leave period of five years.

This policy applies to all active status employees: any individual who is employed in a regular, introductory, or temporary status whose services are paid for wholly or in part by the City.

In accordance with the law, the City provides benefit-eligible and contingent employees a leave of absence with all pay and benefits for which they are normally entitled for up to twenty-five (25) scheduled working days each calendar year while engaged in service. Once an employee has used all twenty-five (25) days of annual paid military leave, the employee may elect to use accrued annual, personal, or sick leave pay in order to continue the employee's salary during military leave. If an employee elects to use annual, personal, or sick leave for salary continuation during the employee's military leave, or chooses to take leave without pay, the normal policies relating to request, approval, limitations on, or documentation required for that type of leave will not apply.

Eligible returning service members will be reemployed with the same seniority, status and pay as well as other rights and benefits determined by seniority to include continuous service.

5-10 Administrative Leave

Administrative leave may be designated as paid or unpaid leave that may be administered in cases where employees are alleged to have been involved in criminal activities, violations of City policy or other circumstances where advisable. Unpaid leave is at the discretion of the Director or, Council Appointee and is administered in cases that are inconsistent with the safe and efficient operation of the City.

Administrative leave is non-disciplinary and shall be imposed to the extent needed to address the matter being considered.

A. Requirements for Use of Administrative Leave

Any employee may be placed on administrative leave by a Department Director, Deputy City Manager, City Council Appointee, or a designee during the time needed to objectively investigate allegations of employee involvement in criminal activity or violations of City policy, or when an employee is unable to work in an effective and/or safe manner where:

1. An employee's conduct threatens the safety of the workplace, other employees, or citizens, or

2. An employee's continued presence would immediately impact the effective operation of the work unit or department, or

3. The employee must be placed on immediate administrative leave in accordance with a stated City policy or procedure.

The determination of whether an employee shall be placed on paid administrative leave shall be made by a Department Director, City Council Appointee. However, prior to an employee being placed on an unpaid administrative leave, the City Attorney's Office and the Director of Human Resources, shall be consulted.

Employees shall be notified verbally or in writing at the time they are placed on administrative leave.

5-11 Civil Leave

Civil leave is paid leave provided to employees who are summoned for jury duty, wish to vote, or are subpoenaed in an official capacity during a regularly scheduled workday. A verbal request for civil leave in order to vote made prior to election day, a copy of the order requiring jury duty, or a copy of the subpoena must be submitted by an employee to their immediate supervisor with the leave request.

Pay is provided as follows:

Jury Duty: Employees receive regular pay for the first three (3) days of jury duty if they were scheduled to work and they provide confirmation of juror service. Beginning day four (4) and thereafter, employees, as jurors, are paid $50.00 per day by the State of Colorado for state district or county court jury duty. For jury duty in excess of three (3) days, the City will pay the employee their regular wage for up to twenty-five (25) days. In order to receive their full wage, the employee is required to sign over their jury duty pay to the City to make up the difference between jury duty pay and their regular pay, so as not to exceed 100% of an employee's daily wage. If the jury duty exceeds twenty-five (25) days, exempt and non-exempt employees may use accrued annual leave or personal leave, upon the employee's request. Leave without pay is available for non-exempt employees, upon the employee's request. Leave without pay is also available for exempt employees who perform no work in a work week, upon the employee's request.

If the employee is released/excused from jury duty during their regular work hours, they are expected to report to work promptly.

Subpoena: Employees receive up to twenty-five (25) days of paid leave to the extent required for an employee to fulfill the requirements of the subpoena, unless the subpoena arises from their role as a retained expert witness in a proceeding. If the leave exceeds twenty-five (25) days, exempt and non-exempt employees may use accrued annual leave or personal leave, upon the employee's request. Leave without pay is available for non-exempt employees, upon the employee's request. Leave without pay is also available for exempt employees who perform no work in a work week, upon the employee's request.

If the employee is released from their subpoena during their regular work hours, they are expected to report to work promptly.

An employee who is called as a retained expert witness or is a party in a legal proceeding is not eligible for Civil Leave and may use accrued annual leave, personal leave or leave without pay, upon the employee's request.

Voting: Employees may receive up to two hours off with pay in order to vote (at the beginning or end of their work shift) for each lawfully called election, only if the employee does not have three or more hours during which they are not scheduled for work between 7:00 a.m. and 7:00 p.m.

5-12 Domestic Abuse Leave

In compliance with state law, employees are entitled to three days of unpaid leave in any twelve (12) month period if they are the victim of domestic violence, stalking, sexual assault, or a crime found by the court to include an act of domestic violence. An employee may use accrued annual, personal or sick leave, to compensate the leave.

Unless there is imminent danger to the health and safety of the employee or employee's family, the employee, when possible, shall provide their immediate supervisor with advance notice of the leave request and may be required to provide documentation. All information related to the employee's leave shall be kept confidential.

5-13 Emergency or Bereavement Leave

Regular employees may be granted up to forty (40) hours of paid leave in the event of the death of an immediate family member or, in the case of a natural disaster, or a major home fire at the employee's residence. A maximum of five (5) qualifying events per calendar year, not to exceed a maximum of two hundred (200) hours of paid leave per year.

Regular employees shall inform their immediate supervisor in advance, whenever possible, of the circumstances warranting the request for emergency or bereavement leave and the amount of leave they would like to take. The leave can be taken intermittently in full day increments.

Emergency or bereavement leave is granted at the discretion of the employee's Department Director, Deputy City Manager or City Council Appointee, based upon the needs of the City.

EMPLOYEE RECORDS AND PAYROLL ADMINISTRATION

6-1 Employee Records

Human Resources shall be responsible for maintaining all pertinent records on every City job applicant and active employee. These records constitute the official employee records of the City.

A. Confidentiality

Portions of the employee records are confidential and shall not be treated as open records under Colorado law and will not be released.

Authorized persons may obtain employee records only from Human Resources. Authorized persons include the employee, the employee's authorized representative, the employee's current Director, the prospective supervisor of a City employee who is being considered for a different City position, City Attorneys, paralegals within the City Attorney's Office, the Director of Human Resources, Risk Manager, Claims Supervisor, the City's Employee Relations Office, the external auditor and the internal auditor as well as employees within Human Resources authorized by the Director of Human Resources.

Human Resources shall maintain a log indicating the reviewer's name and date of review each time the record is used by an authorized person, other than staff in Human Resources.

Departmental employee records shall be subject to the same provisions for maintenance and security as referenced above.

Once an employee separates from the City, their employee record shall be considered closed and cannot be amended. The employee's record is then forwarded to and maintained by the City's Municipal Records Office for ten (10) years.

B. Personal Inquiries

No personal information on a past or present City employee shall be volunteered by the City via telephone inquiries. The City may verify only salary, job title, and employment date information without a release from the employee.

Written requests shall be limited to salary, job title, and dates of employment, unless accompanied by a signed information release from the employee. Written approval must be received from Human Resources and the City Attorney's Office prior to releasing the additional information requested.

6-2 Payroll Administration

A. Pay Period

Employees shall be paid on alternate Fridays in the week following the end of the pay period. Pay periods end on Fridays at 11:59pm and begin Saturdays at midnight, unless a work group has an approved modification to its work period designation. Payment is based upon a bi-

weekly or hourly rate in accordance with the authorized salary established for each City position.

B. Career Service Pay Period

The standard pay period for Career Service and other non-Civil-Service employees shall be a seven-day period beginning and ending Friday at midnight, unless otherwise specified by a Department Director, Deputy City Manager or City Council Appointee. Pay period designations shall be indicated on an FLSA Statement of Understanding to be maintained in each employee's personnel file in Human Resources.

C. Civil Service Pay Period

The pay period for Civil Service employees may range from seven days to 28 days and must be declared in writing by the appropriate Department Director.

D. Pay Changes

Pay changes, when possible, shall be made effective on the first day of the pay period in which the eligibility occurs.

E. Direct Deposit

All employees shall be required to have their payroll checks directly deposited to their designated financial institution.

F. Expense Allowances

Expense allowances for clothing, safety shoes and tools are paid through payroll as taxable income.

G. Clothing Allowance

If the City requires an employee to wear a uniform, the City shall provide for the full cost of such uniform. Alternately, the City shall provide a clothing laundry exchange service for participating employees in the labor and trades positions.

H. Annual Safety Shoe Allowance

A safety shoe allowance shall be paid by the City to all regular employees in the Labor/Trades professions who are required by the City to wear safety shoes on the job. An allowance amount will be determined annually by the City Manager that will be paid to employees that qualify for this allowance during the pay period their anniversary date falls within. New Labor/Trades employees will receive reimbursement for safety shoes up to the annual allowance amount once they have successfully completed their six-month introductory period and thereafter, will receive their shoe allowance each year on their anniversary date. Receipts must be submitted to city payroll for reimbursement.

Once a year on the first payroll in April, employees who are not deemed in the Labor/Trades professions, but who must wear safety shoes as a job requirement, may receive a safety shoe allowance upon Department Director approval.

Reimbursement requests made outside of the regular reimbursement periods for extenuating circumstances must be approved by the Department Director.

I. Annual Tool Allowance

Fleet mechanics and Fleet service workers shall be paid a tool allowance in an amount to be determined annually by the City Manager on their anniversary date. An employee must work in an eligible position for at least twelve consecutive months to receive this allowance.

J. Payroll Deductions

Deductions that are required by law will be withheld from employee's pay and paid by the City. All eligible employees shall contribute to the retirement fund; deductions for employee contributions to that fund are withheld from employees' pay.

Optional payroll deductions for medical/dental/vision/life insurance coverage, financial institutions, and other miscellaneous deductions may be taken when approved by City Council and authorized by employees.

K. Payroll Deduction Complaint Procedure

The City of Aurora is committed to full compliance with the Fair Labor Standards Act (FLSA). Pay deductions that violate the FLSA are strictly prohibited, including (but not limited to): deductions that improperly bring an employee's wage below the statutory minimum wage, salary reductions of exempt employees due to quality or quantity of their work, or failing to pay non-exempt employees for all hours worked.

Employees who believe they have been subject to an improper pay deduction should promptly report their concerns to their immediate supervisor and include their name, their employee number, the date(s) of the perceived improper deductions, names of others who may have been affected, and an explanation of why they believe the deductions were improper. Reports may be oral or written.

The City will promptly investigate the complaint to determine whether the deduction was improperly imposed, and the City shall reimburse for the full amount of the improper deduction no later than the next payroll cycle after the investigation has concluded.

The City shall determine and implement the best course of action to prevent re-occurrence, such as policy changes, training, or disciplinary action.

L. Continuation of Group Benefits While on Leave Without Pay

While on leave without pay, group benefits will only continue if the employee is on FMLA or military leave, or if the employee pays the employee's portion of insurance.

M. Garnishments, Tax Levies and Child Support Orders

Any employee or officer of the City whose wages are garnished shall be notified of the amount and date of the garnishment by the Controller's Office. Employees should be aware that garnishments are legal court orders with which the City has no choice but to comply. No disciplinary action shall be taken by the City against an employee because of the garnishment.

N. Return of City Property

If the employee is unable to return any City property, the employee will be required to provide a signed affidavit stating the reason(s) why before final compensation is released.

GLOSSARY

Adverse Action	Disciplinary actions with a penalty which may monetarily affect the employee.
Appeal of Disciplinary Action	Process used by employees to request reconsideration of disciplinary action which has resulted in suspension without pay, fine, demotion or termination.
Applicant	A person who has filed an application for employment or promotion.
Appointment	Formal designation and induction of an individual in a specific position.
Career Service Employees	All regular employees other than Police Officers, Firefighters, City Manager and City Council Appointees, and Civil Service Commission employees
Certification	Process of screening, evaluating, and referring candidates for vacant positions.
Change to Lower Pay Range	The action involved when an employee voluntarily requests appointment to a position in a lower pay range.
City Council Appointee	The City Manager, City Attorney (and through the City Attorney, the deputy and assistant City Attorneys, paralegals, restitution officer and victim liaison), Presiding Judge (and through the Presiding Judge, the associate judges and relief judges) and Court Administrator.
Civil Service Commission Employees	Employees hired by the Civil Service Commission to perform such duties as assigned by the Civil Service Commission.
Civil Service Employees	Regular and introductory commissioned police and fire personnel.
Compensatory Time	Time that is accrued in lieu of overtime wages, computed at 1.5 the rate of pay for non-exempt employees.
Contingent Employee	Persons hired by the City to fill a non-continuing position, generally not to exceed 12 months. Appointments may be renewed based on workload or length of project assignment. A Contingent employee may be benefit eligible or non-benefit eligible depending on the number of hours worked on average per week. No Contingent employee has Career Service or Civil Service rights.
Continuous Service Date	The first day of employment as a regular employee. May be adjusted when leave without pay is taken.
CORE 4 Performance Evaluation Program	The CORE 4 Performance Evaluation program is designed to reward employees for their performance as well as for *how* they did their job. They will be evaluated in the four areas of

	the City's CORE 4 Values: Integrity, Respect, Professionalism and Customer Service. Career Service employees shall be evaluated each year and may be eligible, based upon performance, to receive a pay adjustment.
Demotion	Reassignment to a position of lower status**,** responsibility and pay.
Detail	Temporary reassignment of personnel to another job.
Disabling Damage	Precluding the departure of the vehicle or piece of equipment from the scene of the accident in its usual manner. Vehicle damage that can be remedied temporarily at the scene without special tools or parts, i.e., replacing a tire with the spare, taping over a head light, or tying down the hood of a car, is not considered disabling.
Disciplinary Action	Actions/events that may be taken to correct and/or punish violators of department/City policies and procedures.
Discrimination	Whether deliberate or unintentional, any action that has the effect of limiting employment and advancement opportunities because of an individual's race, color, religion, national origin, sex (including pregnancy, childbirth, and related medical conditions), ancestry, sexual orientation, age, disability status, marital status, genetic information, gender identity or expression, active military personnel status, citizenship status, transgender status, or any other class, attribute, or affiliation that is protected by state, federal, or applicable local law.
Employee	Any individual who is employed in a regular, introductory**,** or contingent status whose services are paid for wholly or in part by the City.
Equal Employment Opportunity	Procedures and practices that effectively prevent an individual from being adversely excluded from employment opportunities on the basis of race, color, religion, national origin, sex (including pregnancy, childbirth, and related medical conditions), ancestry, sexual orientation, age, disability status, marital status, genetic information, gender identity or expression, active military personnel status, citizenship status, transgender status, or any other class, attribute, or affiliation that is protected by state, federal, or applicable local law.
Executive Personnel	Highest level managerial positions. Includes but not limited to City Manager, Assistant City Managers, Deputy City Managers and Department Directors (Executive Personnel).
Exempt Employee	An employee is given "exempt" status pursuant to the definitions of administrative, professional, or executive employees as contained in the Fair Labor Standards Act.

	Exempt employees are not required by federal law to receive overtime compensation.
Family	See "Immediate Family"
Grievance	Dissatisfaction or complaint expressed by employee(s) concerning some aspect of assigned work or working conditions for which specific resolution procedures have been established.
Grievance Procedure	The process by which grievances are channeled for solutions through progressively higher levels of authority.
Hiring Department	Department charged with the authority to hire, promote, reassign, transfer, discipline or take other employee action.
Immediate Family (Member)	Employee's spouse, mother, father, sister, brother, child, grandchild, grandparent, aunt, or uncle, whether those relationships are biological in nature or created through marriage, adoption or foster placement, parental surrogate or other relatives living at the employee's residence. Immediate Family may also extend to a child for whom the employee stands *in loco parentis*, a person who stood *in loco parentis* to the employee as a child, and a person for whom the employee is responsible for providing or arranging health- or safety-related care.
Independent Contractor	Independent contractors are not considered to be employees of the City of Aurora and they shall be compensated through the City's accounts payable system. No independent contractors will be compensated through the City's payroll system.
Introductory Employee	An employee who has not completed the introductory period and has not been approved for regular status.
Introductory Period	Period of time immediately following original appointment to a position, during which the employee is without appeal rights from disciplinary action and is required to demonstrate the ability to satisfactorily perform position duties.
Job	A group of duties assigned to an individual (incumbent) by a hiring department. Jobs may be occupied or vacant. They may also be regular or temporary, part-time, or full-time.
Layoff	The removal of an employee because of lack of work, lack of funds, abolishment of position or other causes that do not reflect unfavorably on the employee.
Non-exempt Employee	A non-exempt employee is governed by the Fair Labor Standards Act regarding overtime compensation in the form of compensatory time off or additional wages, either from being computed at 1.5 the hourly rate for productive hours worked in excess of the established work period or in excess

	of the scheduled work shift. Such employees generally do not fit the FLSA definitions of administrative, professional, or executive employees.
Parental Surrogate	Person(s) primarily responsible for rearing the employee in the absence of natural parents.
Part-Time Position	Job requiring a minimum of 20 hours but less than 30 hours of work per week for employees hired after June 30, 1996 (a minimum of 15 hours per week for employees hired prior to June 30, 1996).
Performance Evaluation	See CORE 4 Performance Evaluation
Probation	A specified period of time by which an employee must improve performance or face disciplinary action up to and including termination.
Productive Time	The time when an employee is at work, as opposed to being on leave.
Progressive Discipline	Disciplinary actions, increasing in severity, which ensure that employees are aware of expected behavior. Employees are subject to further disciplinary action to the extent they continue to violate the norms and/or policies of the organization.
Promotion	Advancement of employees, in accordance with the Equal Pay Act, to positions in a higher pay range that usually carry more responsibilities and increased salaries. Promotional opportunities are posted positions that are vacant or will become vacant and selection is made following a competitive process, excluding reclassification and career progressions.
Reclassification	Change in the definition of a specific job based upon significant changes in the type and level of difficulty or responsibility of the work.
Recruitment	Process by which the City gathers applicants to fill its various positions.
Regular Employee	An employee who has completed an introductory period and has been approved for regular status. The use of the term regular employee in this Handbook necessarily excludes contingent, introductory, and contract personnel.
Reprimand	Formal censure for unacceptable job-related behavior.
Resignation	Formal employee notification to the City of intent to terminate the employee-employer relationship.
Retirement	Separation from employment where ongoing benefits are paid to the employee based upon specific eligibility and retirement plans in effect at the time of separation.
Separation	End of employment with the City.

Suspension	Involuntary leave imposed on an employee for disciplinary reasons.
Supervisor	Supervisor includes any member of the supervisory chain of command up to the Department Director, Chief or Council Appointee.
Temporary Employee	A person working for the City hired through and paid by a third-party temporary agency.
Termination	Action taken by the City to end an individual's employment with the City.
Transfer	A transfer from one position to another position within the same pay range.
Trial Service Period	Period of time following a promotion, transfer, or demotion. Evaluated on ability to perform new duties.

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APPENDIX I: APPLICABILITY AND APPROVAL

City Manager

The City Manager is responsible for the employment of personnel other than appointees of the City Council, for proposing and administering these Policies, for keeping the City Council advised of personnel matters and for the overall effectiveness of the personnel management program.

The City Manager has the authority to appoint, suspend, transfer, and remove all employees of the city, except as otherwise provided herein, subject to the personnel regulations of the city adopted by council.

Career Service

The City Manager shall establish comprehensive rules and regulations providing for the recruitment of employees, terms of employment of career and classified service employees, disciplinary action and such other matters relating to personnel management as the city manager may deem necessary. Such changes shall be effective upon notification of city council, subject to city council calling up any changes.

Civil Service (Police and Fire)

The rules governing the conduct of the members of the civil service in the Police and Fire Departments shall be set forth as written rules and regulations by the Chiefs of each of the respective departments, with the approval of the City Manager; provided that such rules and regulations shall not contain any political, religious, race, creed, or gender qualifications or disqualifications. Any member of the civil service shall be subject to discipline for a violation of such rules and regulations. (Aurora Home Rule Charter 3-16)

Assistant City Managers, Deputy City Managers, Directors, Deputy Directors, Police and Fire Chiefs, and Assistant Fire Chief's

As City Manager, I hereby adopt the Employee Handbook for Assistant City Managers, Deputy City Managers, Directors, Deputy Directors, Police and Fire Chiefs, and Assistant Fire Chiefs and hereby adopt Police and Fire Directives and Policies set forth as written rules and regulations, for the Police and Fire Chiefs and, Assistant Fire Chiefs with the following noted exceptions:

NOTED EXCEPTIONS WILL BE LISTED HERE AFTER CITY COUNCIL APPROVAL

Deputy Police Chief, Police Division Chiefs, Police Commanders, Deputy Fire Chiefs, Assistant Fire Chiefs, Commanders and Battalion Chiefs

Persons holding these positions shall perform those duties designated by the Chief and all shall serve at the pleasure of the Chief.

As City Manager, I hereby adopt the Employee Handbook for Deputy Police Chiefs, Police Division Chiefs, Police Commanders, Deputy Fire Chiefs, Commanders and Battalion Chiefs and hereby adopt Police and Fire Directives and Policies set forth as written rules and regulations, with the following exceptions:

NOTED EXCEPTIONS WILL BE LISTED HERE AFTER CITY COUNCIL APPROVAL

City Attorney

The City Attorney shall establish policies and procedures regarding assistants reporting to them including but not limited to recruitment, selection, and termination. The City Attorney shall act as the final authority in lieu of references to the City Manager or Deputy City Manager contained elsewhere in this Handbook.

NOTED EXCEPTIONS WILL BE LISTED HERE AFTER CITY COUNCIL APPROVAL

Court Administrator

The Court Administrator shall establish policies and procedures regarding staff reporting to them including but not limited to recruitment, selection, and termination. The Court Administrator shall act as the final authority in lieu of references to the City Manager or Deputy City Manager contained elsewhere in this Handbook.

NOTED EXCEPTIONS WILL BE LISTED HERE AFTER CITY COUNCIL APPROVAL

Presiding Judge

The Presiding Judge shall establish policies and procedures regarding staff reporting to him/her including but not limited to recruitment, selection, and termination. The Presiding Judge shall act as the final authority in lieu of references to the City Manager or Deputy City Manager contained elsewhere in this Handbook.

NOTED EXCEPTIONS WILL BE LISTED HERE AFTER CITY COUNCIL APPROVAL

Civil Service Commission Employees

The Commission shall act as the final authority in lieu of references to the City Manager or Deputy City Manager contained elsewhere in this Handbook.

NOTED EXCEPTIONS WILL BE LISTED HERE AFTER CITY COUNCIL APPROVAL

Public Defender Commission Employees

The Chief Public Defender (and through the Chief Public Defender, the Chief Deputy Public Defenders and the Deputy Public Defenders and Paralegals). The Public Defender Commission shall establish policies and procedures regarding these positions, including but not limited to recruitment, selection, and termination.

NOTED EXCEPTIONS WILL BE LISTED HERE AFTER CITY COUNCIL APPROVAL

Council Appointee Exceptions (2018 Adoptions)

As noted, the respective Council Appointee hereby adopts the attached Employee Handbook with the following exceptions:

Employee Manual Section	**Civil Service (Police & Fire)**	**City Executives** **Police Chief & Fire Chief**	**City Attorney**	**Court Administrator** **All Sections Apply**	**Presiding Judge**	**Civil Service Commission Employees**	**Public Defender Commission Employees**
1-7(A) Hours of Work	✓	✓	✓		✓		✓
1-8 Ethics, Professional Standards and Conflicts of Interest	✓		✓		✓		✓
1-9 Disciplinary Action	✓	✓	✓		✓	✓	✓
1-10 Grievance of Working Conditions and Practices	✓	✓					✓
2-1 Introductory and Trial Period	✓	✓	✓		✓		✓
2-2 Core 4 Evaluation Program			✓		✓		✓
2-7 Reduction in Force			✓		✓		✓
3.3 Special Pay			✓		✓		✓
3-5 Certification			✓		✓		✓
3-8 Contingent (Temporary Employment			✓		✓		✓
Part Two of the Employee Manual	As noted in the specific policies.						

Significant Changes to the Employee Handbook-(Prior version issued January 2018)

Section # in old Manual	Section # in new Handbook	Title	Description
			Pronouns removed
			Additional reference points added for ease of finding and citing.
		Welcome!	Added City Manager Welcome!
		Preface	Expanded Notice and Disclaimer detailing the employer and employee relationship as not forming a contract and ability of the City to revise, supplement or rescind policies, guidelines or procedures without notice and employee responsibility to remain informed of any such revisions. Added active link to City Business Policy Memorandum's (BPM)
		Applicability and Approval	Moved Council Appointee Adoption portion to Appendix I. Appointee's to adopt respective sections post-City Council approval.
1.1	1-1	Equal Opportunity Statement	Placed stronger emphasis on expectations of employees for providing a workplace free of harassment and discrimination. Updated the protected classes to align with state definitions, to include pregnancy and gender identity.
1.2	1-2	Anti-Harassment	Clearly defined: • what constitutes Harassment, Discrimination and Sexual Harassment; • how an employee can report Harassment, Discrimination and Sexual Harassment; • chronological order of reporting and investigating a complaint of Harassment, Discrimination and Sexual Harassment.
	1-3	Accommodation for Nursing Mother's	New policy! Accommodations for Nursing Mothers policy.
1.2	1-6	Investigation of Discrimination, Harassment and Sexual Harassment	Removed automatic issuance of redacted investigative report to a subject to protect attorney-client privilege-work-product privilege and consistent with CORA.

1.5	1-7	Employee Conduct	Formerly 1.5 Professionalism and Conflicts, Conflicts of Interest. Created individual sections to distinguish between conduct and ethics issues. Expanded expectations to include lawful/unlawful off-duty conduct should the conduct bring the city in disrepute. Policies throughout the Manual were relocated to this section: • New policy! Time and Attendance. Hours of Work and Records of Attendance relocated from 2.1 Conditions of Employment section to group attendance standards. • Defined attendance to include failure to call in, tardiness, excessive use of unscheduled leave and absence without permission. • Relocated 4.7 Abandonment of Position. • Use of City Property. Relocated from Conditions of Employment 2.5 City Property Policy. • Workplace Inspections and Searches. Relocated from Conditions of Employment 2.5 Inspections and Searches. • Defined search of electronic records. • Official Badge or Credential Use. Relocated from Conditions of Employment 2.8. • Relatives in the Workplace retitled to Nepotism. • New policy! Work Clothing Standards.

	1-8	Ethics, Professional Standards and Conflict of Interest	Formerly 1.5 Professionalism and Conflicts, Conflicts of Interest. Created individual sections to distinguish between conduct and ethics issues. This section serves as a Code of Ethics for our employees and addresses several issues such as: conflicts of interest, bribes, gifts, product endorsements, protecting public trust, requirement to report suspected violations of ordinances, statutes, personnel or department rules, etc. Other elements covered include favoritism, attempts at improper influence, misappropriation of funds, sharing confidential information, etc. Added Prior Employment and Post-Employment. Legal will draft Resolution to adopt BPM to comply with Ethics in Government provision in the Colorado Constitution. Policies throughout the Manual were relocated to this section: • Expanded Political Activity to include Anti-Lobbying. • Outside Employment relocated from Conditions of Employment 2.4. Creating a BPM and approval document. • New policy! Prior Employment. The intent is to indicate persons are not disqualified from a City job because of prior employment, but rather to avoid special advantage being given to former employers of City employees; and to avoid special advantage being given to a City employee by a former employer. • New policy! Post-Employment. The intent of this policy is to avoid the actuality or appearance that employers who hire former City employees may get special treatment. • Expanded definition of Confidentiality, to include discussing confidential information gained through employment with the City with unauthorized persons "during or after employment." <u>Additional action to be taken:</u> Colo. Const. Art. XXIX, sec. 7 wants this adopted by Charter, ordinance or **resolution** and the Independent Ethics Commission wants the ethics provision to provide for:

			An independent commission, with provisions governing manner of appointment and manner of succession. A complaint, investigative, and enforcement process. A penalty provision indicating that any covered individual who breaches the public trust for private gain and any person or entity inducing such breach shall be liable to the local jurisdiction for double the amount of the financial equivalent of any benefits obtained by such actions. The manner of recovery and additional penalties may be provided by law. A process for covered individuals to seek ethical guidance is encouraged.
1.6	1-9	Disciplinary Action	• Clarified policy only applies to Regular Employees because of career service rights. 2-1 applies to Introductory and 3-8 applies to Contingent employees who do not have appeal rights. • Retitled "Just Cause" to "Prohibited Conduct". The City may terminate an at-will employee for no reason at all if it is not for the wrong/illegal reasons, which might include issues of discrimination. Including the term "Just Cause" in the employee handbook may create some legal liability. • Added Prohibited Conduct 4. Refusal to submit to search of personal property present on City property. • Added Prohibited Conduct 7. Failure to self-disclose arrest within 5 calendar days; arrest; pending felony, misdemeanor or municipal charges; traffic citations (if required to drive in the normal course of the job); suspension or revocation of a driver's license or other required license or certification; or conviction of any felony, misdemeanor, traffic offense (if required to drive in the normal course of the job), or municipal ordinance violation. • Expanded Prohibited Conduct 18. to include "possessing" a weapon not within normal course of employee's duties and what constitutes a weapon. To provide consistency city-wide in taking appropriate disciplinary action, added supervisor requirement to consult HR for Written Reprimands and above unless EEO violation which must always be in consultation with HR.

			Limited use of fines as discipline for compliance with FLSA laws; includes violations of safety rules of major significance implemented to prevent serious danger in the workplace or to other employees. Not to be used for issues of quality or quantity of work. Clarified suspension without pay for exempt employees can only occur in full-day increments for violation of written conduct rules applicable to all city employees and not based on poor performance or attendance. Clarified medical separations are non-punitive and therefore are not appealable to the Career Service Commission and do not require issuance of a Proposed or Final. Added safeguard "If the guidelines are not strictly adhered to by the supervisor, the City does not waive or diminish its ability to administer discipline." <u>Additional action to be taken:</u> Proposing an amendment to Ordinance **Sec. 102-38. - Perfection of appeal** that requires the employee to appeal to the Career Service Commission after exhausting all internal measures, currently an appeal of the Proposed Discipline to the Department Director.
2.2	2-1	A. Introductory and Trial Periods for Career Service Employees B. Promotion	A. & B. Introductory/Trial period employees will be permitted to apply for all transfer and promotional opportunities for compliance with the Equal Pay Act. Currently as policy is written, prohibited from doing so. If selected, the Introductory/Trial period starts over. A. Previously communicated in an employment offer letter, stated in the Handbook, "Hiring or other such sign-on bonuses will not be paid out until successful completion of the introductory period."

2.3	2-2	Core 4 Performance Evaluation Program	Currently, an employee is terminated if they receive two consecutive below ratings on their annual evaluation. The practice often is counterproductive because it does not encourage an employee to maintain and sustain performance and conduct. Proposing termination to occur after receiving two *non-consecutive* below rated mid/annual evaluations over a 3-5 year period of time. Employees who receive advanced discipline are automatically rated as below and they become ineligible for an annual wage adjustment, if such adjustment is approved by City Council. Proposing continuance of no wage increase if advanced discipline received but rating the employee appropriately instead of an automatic below rating that could have stemmed from early in the year whereas the employee made significant improvements. Employee are permitted to appeal their evaluation to their supervisor, who issued the evaluation. Proposing employees appeal rights to the next level supervisor of who issued the evaluation. Aligns with the disciplinary appeal process.
2.3	2-3	Performance Improvement Plans	Clarified PIP's are not for use during Introductory or Trial Service Periods because each period is already a 6-month evaluation period that should have its expectations for success already in place. Removed requirement that employees who receive a below rated evaluation be automatically placed on a PIP. The consequence is an employee will not receive an annual increase if one is approved by council. PIP's should be used when they are needed, not just in response to a below rated evaluation. Not all conduct and behavior can be addressed on a PIP.
2.3	2-4	Career Progression Plans	To align with practice and the Introductory Period probation: d. Successful completion of a six-month trial service period is required.
2.6	2-5	Drug / Alcohol-Free Workplace	Condensed to specifically address city expectations of a drug and alcohol-free work environment. Associated BPM will provide guidance for testing procedures and required procedures regulated by DOT.

2.9	2-6	Fit for Duty	Current policy did not factor in an employee's rights under the American with Disabilities Act (ADA). Proposing, "If it is determined an employee is unable to perform the essential function of their job, due to a disability, the employee may make a request for reasonable accommodation under the American with Disabilities Act (ADA), through the Human Resources Department."
2.10	2-7	Reduction in Force	For compliance with USERRA added provisions of Article XII, Section 15 of the Colorado Constitution which requires that veterans are given preference when there is a reduction in force. Credit for service: i. For a person who has completed 20 or more years of active military service, no military service shall be counted in determining length of service in respect to such retention rights; ii. In the case of a person who has completed less than 20 years of such military service, no more than 10 years of service shall be counted in determining such length of service for such retention rights; Credit for military service, as described above, shall be added to continuous uninterrupted service as a regular or introductory City employee when determining length of service by an honorably discharged veteran.
3.2	3-2	F. Detail Assignments	An employee in a detail assignment can no longer be non-competitively promoted into a position after 12 months under the Equal Pay Act.
3.3	3-3	Special Pay	Combined Holiday Pay with 5-4 Holiday Pay to avoid information being in 2 policies. Clarified Exempt Employees are not eligible for overtime pay.

			Added hazard pay as a qualifying reason for Emergency Pay for employees working in hazardous conditions beyond the normal scope of their regular job. This allows for the City to be eligible for Federal funding and other unforeseeable circumstances.
3.4	3-4	Recruitment	Already in practice, memorialized in policy, "All external applicants for Career Service positions who meet the minimum qualifications of the position and who qualify for veterans' preference pursuant to Article XII, Section 15, of the Colorado Constitution shall be included on the certification list of qualified candidates and shall be given an initial interview."

4.0		Benefits, Leave Policies and Payroll Administration	Procedures were removed from some of the policies to be better defined in their own respective Business Policy. This allows for procedures to be easily updated as they evolve and does not require City Council approval.
			• Removed
			  o 4.2 Life Insurance
			  o 4.3 Long-Term Disability
			• Procedures Revised
			  o 4.14 Employee Medical Leave
			  o 4.15 FMLA
			  o 4.16 Injury Leave
			  o 4.19 Military Leave

4.8		Administrative Leave	Proposing the ability to place an employee on unpaid leave.
4.9	5-1	Annual Leave (Vacation)	Clarified language to align with practice of payout after successful completion of 6 months of service, regardless of the length on an employee's Introductory Period. Added clarity for maximum accruals for Full Time and Part Time Employees
4.20	5-2	Personal Leave	Updated personal leave for compliance with the Healthy Families Workplace Act. Benefit-eligible contingent employees working greater than 30 hours per week on average will accrue leave at a rate of 3.077 hours per pay period.

4.21	5-3	Sick Leave	Updated sick leave for compliance with the Healthy Families Workplace Act • Expanded use of sick leave applies to domestic and sexual abuse and school/work closures due to a public health emergency. • Non-benefit eligible contingent employees to receive 48 hours of paid sick leave per year. • All Regular and Contingent employees eligible for up to 80 hours pandemic paid sick leave. • Expanded definition of "Family Member" to include "parental surrogate or other relatives living at the employee's residence" and "a person for whom the employee is responsible for providing or arranging health- or safety-related care."
4.10	5-4	Holidays	Clarified "When the day observed by the City as a holiday falls during an Exempt employee's regularly scheduled day off, the employee shall receive eight hours straight pay for the holiday, or eight hours paid time off during the same pay period."
4.11	5-12	Civil Leave	Defined Civil Leave includes Jury Duty, subpoenaed employees and voting. Currently have no leave caps which violates USERRA for reasons of having a greater benefit than an employee on military leave which is currently 15 days. Not wanting to overly restrict the benefits for unforeseeable situations, the decision was made to increase military leave from 15 to 25 then cap jury duty/those subpoenaed as non-retained witness or party in a legal proceeding at 25 days. Emergency Leave also had no leave cap and was aligned with Civil and Military Leave.
4.12	5-13	Domestic Abuse Leave	Removed 12-month eligibility requirement providing ability to use when needed.

4.13	5-14	Emergency Leave	Defined Emergency Leave covers bereavement leave in addition to leave for natural disasters or fire at an employee's residence. Added benefit that the leave may be used intermittently in full day increments. Currently have no leave cap which violates USERRA for reasons of having a greater benefit than an employee on military leave which is currently 15 days. Not wanting to overly restrict the benefits for unforeseeable situations, the decision was made to increase military leave from 15 to 25 then cap Emergency Leave at 25 days. Civil Leave also had no leave cap and was aligned with Emergency and Military Leave.
4.14	5-7	Employee Medical Leave	Decrease 180 day return to work to 90 consecutive and trigger one year at day 4 non-consecutive of "other than full duty". Employee Medical Leave now only applies to off-duty injuries. On-duty injuries will be covered under Occupational Injury/Illness Leave Policy.
4.15	5-6	Family and Medical Leave Act	Changed from calendar year to rolling 12-month period. Will provide required 60-day notice to employees before implementing. Abbreviated and moved procedures to BPM.
4.16	5-5	Injury Leave	No longer administered under Employee Medical Leave. Combined with current Injury Leave Policy and created revised policy for on the job injuries and the pay benefits provided by the city beyond the state requirement. Decreased 180 day return to work to 90 consecutive and trigger one year at day 4 non-consecutive "OTFD".
4.18	5-9	Leave Without Pay	Retitled to Leave of Absence/Leave Without Pay. Intent is to offer a LOA when the time is not covered under another defined leave. Often occurs with Introductory employees who experience a medical/other hardship and they don't qualify for FMLA/Medical Leave. Also added all annual and personal leave must be exhausted, to include sick leave if the leave is for a medical

			hardship, with the exception of FMLA, Military Leave, other regulated reasons for leave. Previous version only required annual to be exhausted.
4.19	5-10	Military Leave	Expanded for compliance with USERRA leave rights.
4.23	6-2	Safety Shoe Allowance	Provided ability of Director's to approve safety shoes outside of the annual allowance window for extenuating circumstances only.
Glossary	Glossary	Glossary	Added definition of Disabling Damage regarding vehicle accidents and when substance screening should occur in such an incident. Immediate Family-Employee's spouse, mother, father, sister, brother, child, grandchild, grandparent, aunt, or uncle, whether those relationships are biological in nature or created through marriage, adoption or foster placement, parental surrogate or other relatives living at the employee's residence. Immediate Family may also extend to a person for whom the employee is responsible for providing or arranging health- or safety-related care. Removed definition of Household Group Member and Civil Union. They will be managed in the Leave BPM through HR Benefits. Added definition of Contingent Employee and Independent Contractor.
	Index	Index	Added an Index.
APPENDICES			
Appendix I	Appendix I	Federal and State Employment Notices	Removed Federal and State Employment Notices for placement in Benefits/Leave Document. Moved Council Appointee Adoption from the Preface of the 2018 Manual. Once Employee Handbook approved, Council Appointees can review and advise which policies they will adopt.

RESOLUTION NO. R2021- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO ADOPT A NEW EMPLOYEE MANUAL FOR THE AURORA, COLORADO, CITY COUNCIL

WHEREAS, the City Manager is responsible for establishing comprehensive rules and regulations providing for the recruitment of employees, terms of employment of career and classified service employees, disciplinary action and such other matters relating to personnel management as necessary; and,

WHEREAS, the Human Resources Director and the City Manager presented changes to the Personnel Policies and Procedures Manual with the establishment of a new Employee Manual at the December 15, 2020 meeting of the Management and Finance Committee; and,

WHEREAS, the Human Resources Director and the City Manager notified City Council of proposed changes; and,

WHEREAS, the City Council recommends the City Manager adopt the new Employee Manual.

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

Section 1. The City Council recommends the City Manager adopt the new Employee Manual, attached as Exhibit A.

Section 2. The City Manager is hereby authorized to implement the Employee Handbook with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney that are not inconsistent with this resolution.

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

RESOLVED AND PASSED this _____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
RACHEL ALLEN, Client Group Manager

MANAGEMENT FINANCE COMMITTEE MEETING
December 15, 2020

2020 EMPLOYEE HANDBOOK REVISIONS

Summary of Issue and Discussion

The Human Resources Department and the City Attorney's office completed a review and extensive revision of the city's Employee Handbook. City code requires the City Manager to notify Council of any policy changes which are then subject to call up by the Council for discussion. The vast majority of the revisions to the Employee Handbook are alignment with federal and state labor laws, clarity on employee expectations and alignment for a user-friendly document. Those have been captured in a Summary document that is included in the M&F Packet, which highlights significant changes or additions to the policy. The Summary document also included a section-by-section explanation of changes to the respective section of the Handbook.

Does the M&F Committee support staff in following City Code to notify the Mayor and Council of the revisions to the Employee Handbook?

Committee Discussion

CM Gardner: I just have one question on the FMLA change. Was there a reason we went from calendar year to rolling 12 months or is that just what the law says now. That just stood out to me.

D. Giordano: No, the law gave the employers the option of choosing at the onset of implementation of rolling every calendar year. Calendar year is probably the easiest to implement but it's also the one that causes or has the most misuse potential. So, as we evaluated leave that causes concerns in the operational departments. So, we just thought it would be more favorable and also more consistent for every employee if we did the rolling year. Because then it doesn't automatically restart so people don't have a benefit that might not be extended to everyone that falls in that same situation of having a health issue.

CM Gardner: My other question. There were two pretty large pieces of HR legislation of the state for the equal pay act and sick leave act. Did we have to make significant changes, or did we meet the minimum standard to begin with?

D. Giordano: We met most of the minimum standards. We did make changes to immediate family. It's more elaborate based on the new act. Then there were some job posting requirements that we currently are now implementing which are reflected in the Employee Handbook as well.

CM Marcano: No questions. Just this was a pretty thorough job and I appreciate all the work you all put into this. So, thank you.

CM Gruber: I would like to say the same thing. I've worked obviously for the Air Force but several corporations Raytheon and Nortel and so on. This book and the care your staff have applied is impressive. I want to congratulate you on that. Is there a Deputy City Manager here that can validate that the City Manager is behind this and that he's discussed this with the Deputies?

R. Venegas: CM Gruber absolutely. We have reviewed this closely with Dianna and her team, and [her team] has briefed the City Manager and the Deputy City Managers and the Management team on it. We're all of course bringing it forward with our recommendation to adopt.

CM Gruber: Thank you Roberto. Having said that. Does the Committee approve to move this forward?

The Committee approved to move it forward unanimously.

Outcome
The Committee recommended that the item is moved forward to Study Session.

Follow-up Action
Staff will forward the item to Study Session.

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to APPROVE A RESOLUTION of the City of Aurora, Colorado, Approving the Land Exchange of Certain Real Property Located in the Arapahoe County for the Frist Creek Detention Pond Project.
Item Initiator: Sarah Young, Deputy Director of Planning & Engineering, Aurora Water
Staff Source/Legal Source: Sarah Young, Deputy Director of Planning & Engineering, Aurora Water / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/10/2021

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.)***

A Master Drainage Plan (MDP) and Flood Hazard Area Delineation (FHAD) report was completed in August 2010, for the upper Frist Creek basin. The original agreement had Urban Drainage and Flood Control District (UDFCD) contributing $200,000 to the project. UDFCD then agreed to transfer unused funds from their 2010 budget to this project which led to the first Amendment wherein an additional contribution of $100,000 each was committed by both UDFCD and City of Aurora (COA). The second through eleventh amendments contributed new monies from the UDFCD and COA budgets which increase the total cost share up to $2,649,000 for a total of $7,698,000.

The original agreement was reviewed by the Water Policy Committee on September 14, 2010 and approved by the City Council on September 27, 2010. The first amendment was reviewed by the Water Policy Committee on November 18, 2010 and approved by City Council on December 6, 2010. The second amendment was reviewed by the Water Policy Committee on April 26, 2011 and approved by City Council on May 9, 2011. The third amendment was reviewed by the Infrastructure and Operations Policy Committee July 18, 2012 and approved by City Council on August 13, 2012. The fourth amendment was reviewed by the Infrastructure and Operations Policy Committee on September 18, 2013 and approved by City Council on October 14, 2013. The fifth amendment was reviewed by the Infrastructure and Operations Policy Committee June 11, 2014 and approved by City Council on July 28, 2014.The sixth amendment was reviewed by the Infrastructure and Operations Policy Committee May 14, 2015 and approved by City Council on June 8, 2015. The seventh amendment was reviewed by the Water Policy Committee September 8, 2016 and approved by City Council on September 26, 2016. The eight amendment was reviewed by the Water Policy Committee on June 7, 2017 and approved by Council on July 10, 2017. The ninth amendment was reviewed by the Water Policy Committee on July 12, 2018 and approved by City Council on August 6, 2018. The tenth amendment was reviewed by the Water Policy Committee on May 9, 2019 and approved by City Council on June 3, 2019. The eleventh amendment was reviewed by the Water Policy Committee on July 22, 2020 and approved by City Council on August 17, 2020 as item 9a.

In addition, City Council approved a property acquisition with the Barbara Hintz Trust in September 2016 and another two property acquisitions with McEniry Inc., and Bell & Farabaugh in June 2018.

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

The City of Aurora (City) and Mile High Flood Control District (MHFD), formerly known as Urban Drainage and Flood Control District, completed a Master Drainage Plan (MDP) and Flood Hazard Area Delineation (FHAD) study for the upper First Creek basin in 2010 (see Figure 1). MDPs identify projects that will help reduce flooding potential and increase water quality. In the 2010 First Creek MDP, multiple detention ponds were identified. One proposed pond (First Creek Detention Pond (Pond)) is located southeast of the I-70 and E-470 intersection. Due to the criticality of the Pond, Aurora, the City and County of Denver and MHFD entered into an IGA which requires the pond be built within two years of notification. Due to the proposed size, the Pond crosses many parcels with different property owners (see Figure 2). Acquisition of four parcels of land was necessary for construction of the Pond as detailed in the table below:

Parcel	Owner Name	Property Size (Acres)	Appraised Value (Total)	Appraised Value (Per sqft)	Purchase Price (Total)	Purchase Price (Per sqft)	Date Closed
1	McEniry	18.49	$1.71M	$2.12	$2M	$2.48	07/16
2	Bell & Farabaugh	36.08	$3.61M	$1.09	$4.18M	$2.66	11/18
3	Hintz	3.98	$189k	$2.29	$462k	$2.66	10/18
4	Chang	34.45	$1.28M* $3.3M**	$0.85 $2.20	N/A	N/A	N/A

*Appraisal from 2017 **Appraisal from 2019

Negotiations with property owners began in 2015 and the City amicably acquired Parcels 1-3 in the table above by the end of 2018. The City is eligible for property acquisition cost reimbursements up to 50% of the appraised value from MHFD once the pond construction is complete.

The Chang property acquisition was more complex due to a prior drainage related issue on the property along the Frist Creek Tributary. Negotiations began in 2015 and continued through 2020 including the following offers:

- In March of 2017, the City initially offered to purchase the Chang property for the appraised value of $1.275M. The Changs never responded to the City's offer.

- In September 2019, based upon an updated appraisal, the City made a new offer to acquire a portion of the Chang property.
- In October 2019, the Changs submitted a counter offer to sell the northern 17 acres and in November 2019, the City formally rejected the counteroffer.

During negotiations with the Changs, the concept of a land trade was discussed. As can be seen in Figure 2, the limits of the pond do not encompass the entirety of the previously purchased parcels and therefore the City was willing to trade land outside of the project limits for land necessary from the Changs within the project limits. The Changs agreed to the land trade whereby the City is providing 22.7 acres to the Changs in exchange for 20.6 acres of the Changs' land to the City.

The benefits of this land trade to the City include: the ability to construct the pond as required by the IGA; the Chang property must be annexed into the City at the time of development; prior approval for any necessary temporary construction easements; re-allocated stormwater capital funds to address other high priority projects; and the future developer will be responsible for the roadway infrastructure on the traded property. The land trade shall be based upon legal descriptions and surveys prepared by City staff. With this land exchange, the City is acquiring the property necessary for the First Creek detention facility and the timing of construction shall be at the sole discretion of the City. The land exchange is beneficial to both parties and resolves all issues.

QUESTIONS FOR COUNCIL

Does City Council support the land exchange between the City and the Changs to benefit the First Creek Detention Pond Project?

LEGAL COMMENTS

Pursuant to Colorado Revised Statute Section 31-15-101(d), the City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal. Pursuant to City Code Section 2-31, 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. The City Manager shall have the power to approve and execute, on behalf of the city, each contract for the acquisition, lease, or rental of real property. (City Code §2-62(b)). The City may convey City-owned property to an identified third party in exchange for acquiring privately-owned property. These exchanges shall follow the procedures detailed in BPM 4-14 and be approved by City Council. (Business Policy Memorandum No. 4-14, VI(J)). (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 LAND EXCHANGE OF CERTAIN REAL PROPERTY LOCATED IN ARAPAHOE COUNTY FOR THE FIRST CREEK DETENTION POND PROJECT

WHEREAS, the City of Aurora, Colorado ("City"), desires to acquire certain real property in Arapahoe County in order to construct a regional detention pond known as the First Creek Detention Pond ("Pond Project"); and

WHEREAS, parcels of land owned by a private property owner, the Changs, are needed for construction of the Pond Project and negotiations to acquire a portion of their property in exchange for a conveyance of a portion of City-owned property are underway; and

WHEREAS, the proposed acquisition involves a land exchange and does not include the exchange of money as part of the agreement between the City and the Changs; and

WHEREAS, the Changs have agreed to a land exchange whereby the City would provide 22.7 acres in exchange for 20.6 acres of the Changs' land; and

WHEREAS, pursuant to Colorado Revised Statute Section 31-15-101(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, pursuant to City Code Section 2-31, the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City; and

WHEREAS, pursuant to BPM 4-14, the City may convey City-owned property to an identified third party in exchange for acquiring privately-owned property, which shall be approved by City Council; and

WHEREAS, pursuant to City Code Section 2-62(b), the City Manager has authority to approve and execute, on behalf of the City, each contract for the acquisition, lease, or rental of real property; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and the citizens of Aurora to authorize the land exchange for the future needs of Aurora Water and the Pond Project.

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

Section 1. The land exchange of certain real property located in Arapahoe County for the First Creek Detention Pond Project is hereby approved.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

CMcK

Michelle Gardner
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

Exhibit 1

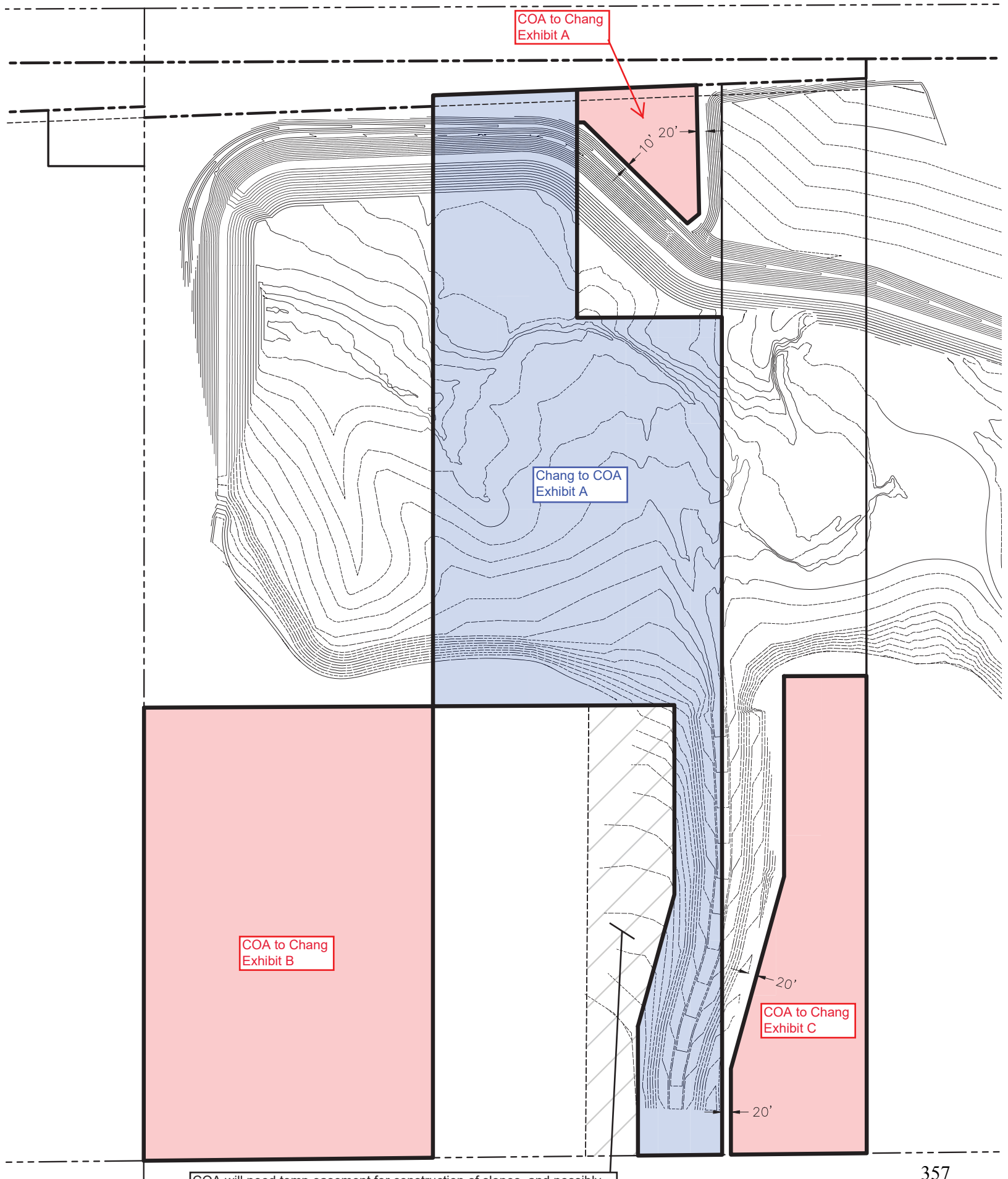

COA to Chang
Exhibit A
10'
20'
Chang to COA
Exhibit A
COA to Chang
Exhibit B
20'
COA to Chang
Exhibit C
20'
COA will need temp easement for construction of slopes, and possibly
smaller permanent easement for maintenance of slopes, in this area

EXHIBIT A

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Quit Claim Deed recorded at Rec. No. D1025337 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43'21"E, a distance of 2631.89 feet);

Thence S73°13'58"E, a distance of 687.16 feet to the southwesterly corner of that parcel of land described as TK-91B in that Rule and Order recorded at Rec. No. A8138245 in said office, said point being the **Point of Beginning**;

Thence N87°45'44"E, coincident with the southerly line of said parcel TK-91B, a distance of 328.30 feet to the southeasterly corner of said parcel;

Thence coincident with the easterly and southerly lines of said parcel recorded at Rec. No. D1025337 the following four (4) courses:

1. Thence S0°01'05"E, a distance of 519.81 feet;
2. Thence N89°43'21"E, a distance of 330.00 feet;
3. Thence S0°01'05"E, a distance of 1909.49 feet;
4. Thence S89°24'09"W, a distance of 191.85 feet;

Thence N0°01'05"W, a distance of 294.76 feet;

Thence N15°28'32"E, a distance of 311.77 feet;

Thence N0°01'05"W, a distance of 431.74 feet;

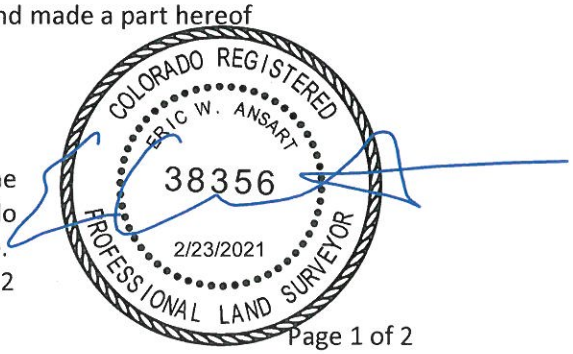
Thence S89°43'21"W, a distance of 550.14 feet to a point on the westerly line of said parcel recorded at Rec. No. D1025337;

Thence N0°00'30"E, coincident with said westerly line, a distance of 1392.59 feet to the **Point of Beginning.**

The above described parcel contains 899,234 square feet (20.64 acres), more or less

Bearings based on the north line of the NE 1/4 of Section 6, T4S, R65W, 6th PM, being N89°43'21"E, and all lineal units are in US Survey Feet

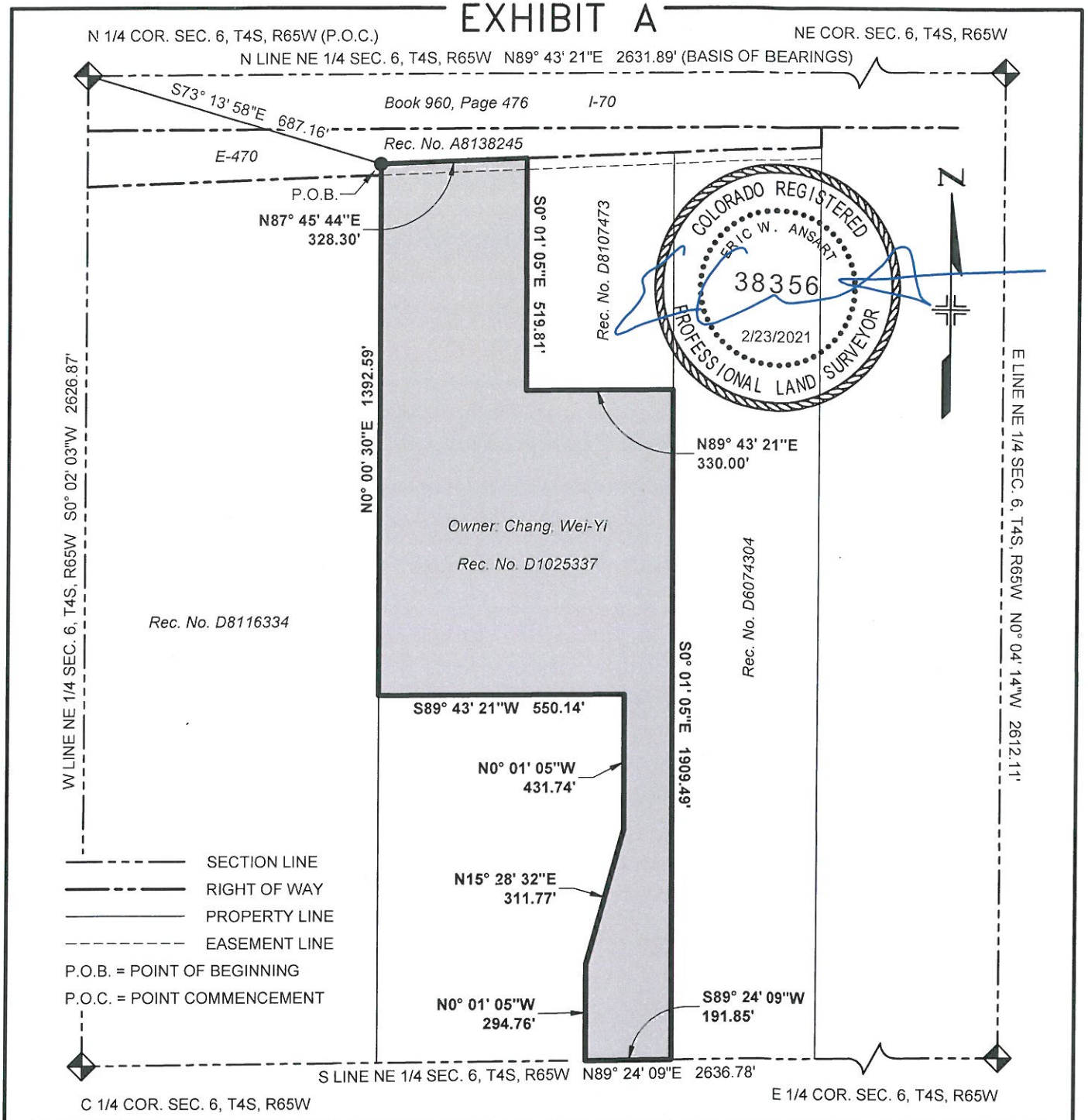
Illustration attached and made a part hereof



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

ILLUSTRATION FOR

EXHIBIT A



BEARINGS BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 6, T4S, R65W, 6TH P.M., BEING N89°43'21"E

THE ABOVE DESCRIBED PARCEL CONTAINS 899,234 SQUARE FEET (20.64 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: 2/22/2021	JOB NUMBER: N/A

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SEC. 6, T4S, R65W, 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT A

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed recorded at Rec. No. D8107473 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43'21"E, a distance of 2631.89 feet);

Thence S79°21'00"E, a distance of 1003.28 feet to the southwesterly corner of that parcel of land described as TK-91C in that Special Warranty Deed recorded at Rec. No. A6076906 in said office, said point being the **Point of Beginning**;

Thence N87°45'44"E, coincident with the southerly line of said parcel TK-91C, a distance of 272.47 feet;

Thence S1°11'49"E, a distance of 293.67 feet;

Thence S50°57'15"W, a distance of 34.69 feet;

Thence N45°37'31"W, a distance of 329.26 feet;

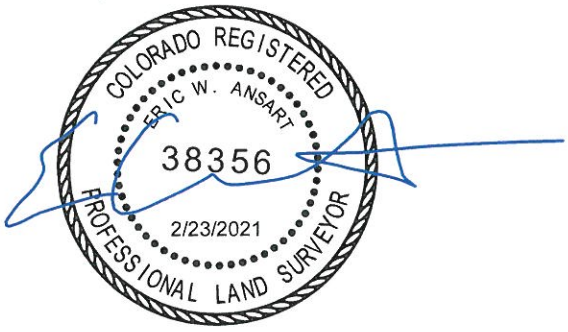
Thence S89°43'21"W, a distance of 16.08 feet to a point on the westerly line of said parcel recorded at Rec. No. D8107473;

Thence N0°01'05"W, coincident with said westerly line, a distance of 74.63 feet to the **Point of Beginning.**

The above described parcel contains 54,373 square feet (1.25 acres), more or less

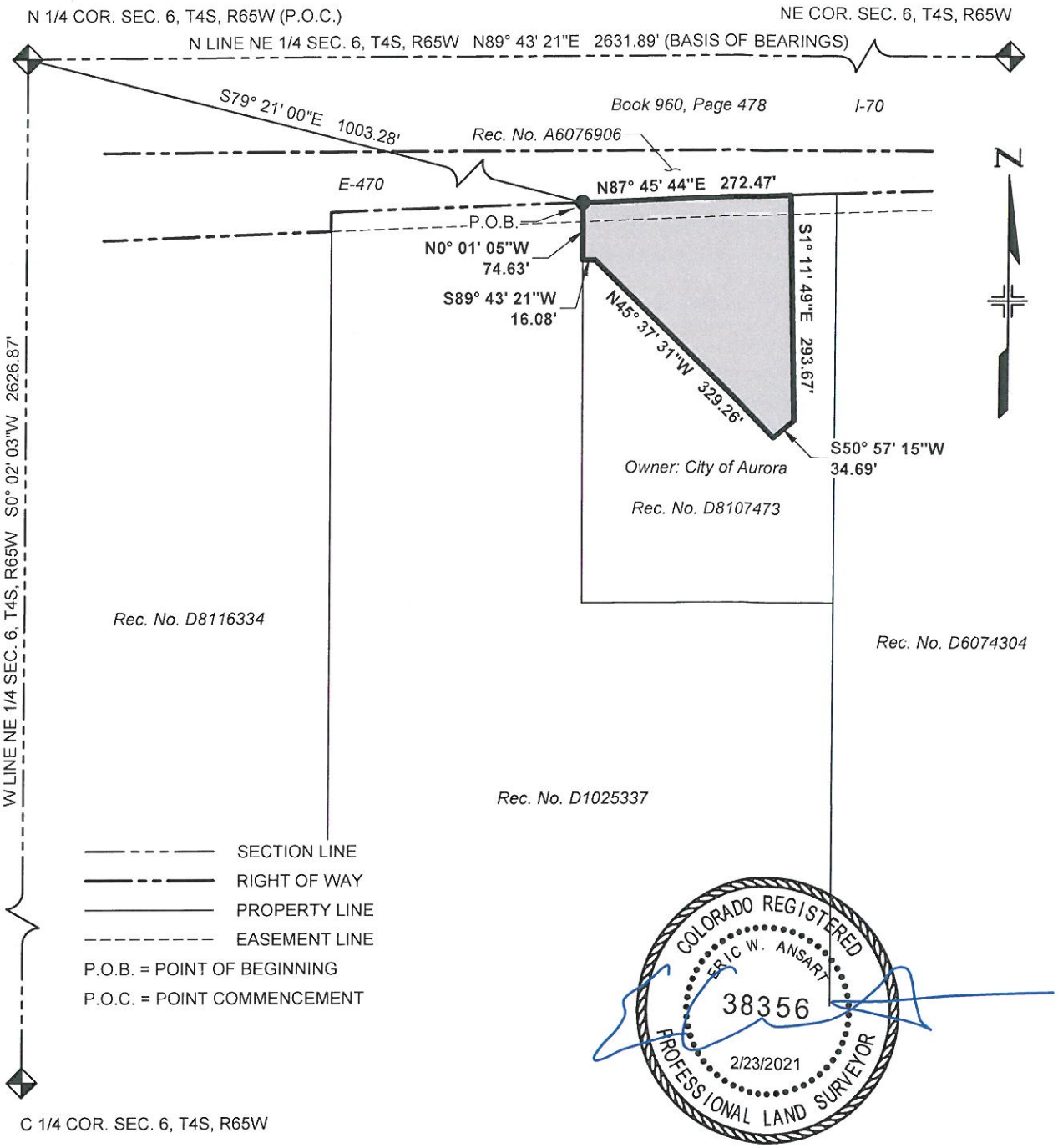
Bearings based on the north line of the NE 1/4 of Section 6, T4S, R65W, 6th PM, being N89°43'21"E, and all lineal units are in US Survey Feet

Illustration attached and made a part hereof



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

ILLUSTRATION FOR
EXHIBIT A



BEARINGS BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 6, T4S, R65W, 6TH P.M., BEING N89°43'21"E

THE ABOVE DESCRIBED PARCEL CONTAINS 54,373 SQUARE FEET (1.25 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	1/27/2021	N/A

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SEC. 6, T4S, R65W, 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT B

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed recorded at Rec. No. D8116334 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Beginning at the C 1/4 corner of said Section 6 (from whence the N 1/4 corner of said section bears N0°02'03"E, a distance of 2626.87 feet);

Thence N0°02'03"E, coincident with the westerly line of said parcel, a distance of 1032.86 feet;

Thence N89°43'21"E, a distance of 658.70 feet to a point on the easterly line of said parcel;

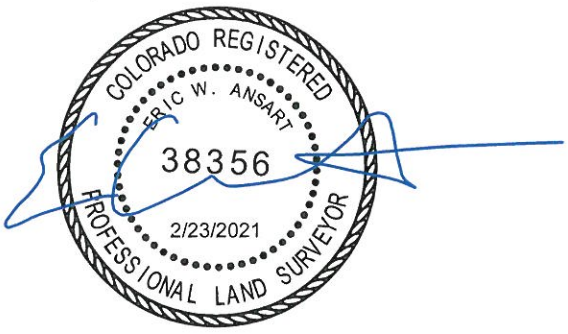
Thence coincident with the easterly and southerly lines of said parcel the following two (2) courses:

1. Thence S0°00'30"W, a distance of 1029.17 feet;
2. Thence S89°24'09"W, a distance of 659.20 feet to the **Point of Beginning.**

The above described parcel contains 679,360 square feet (15.60 acres), more or less

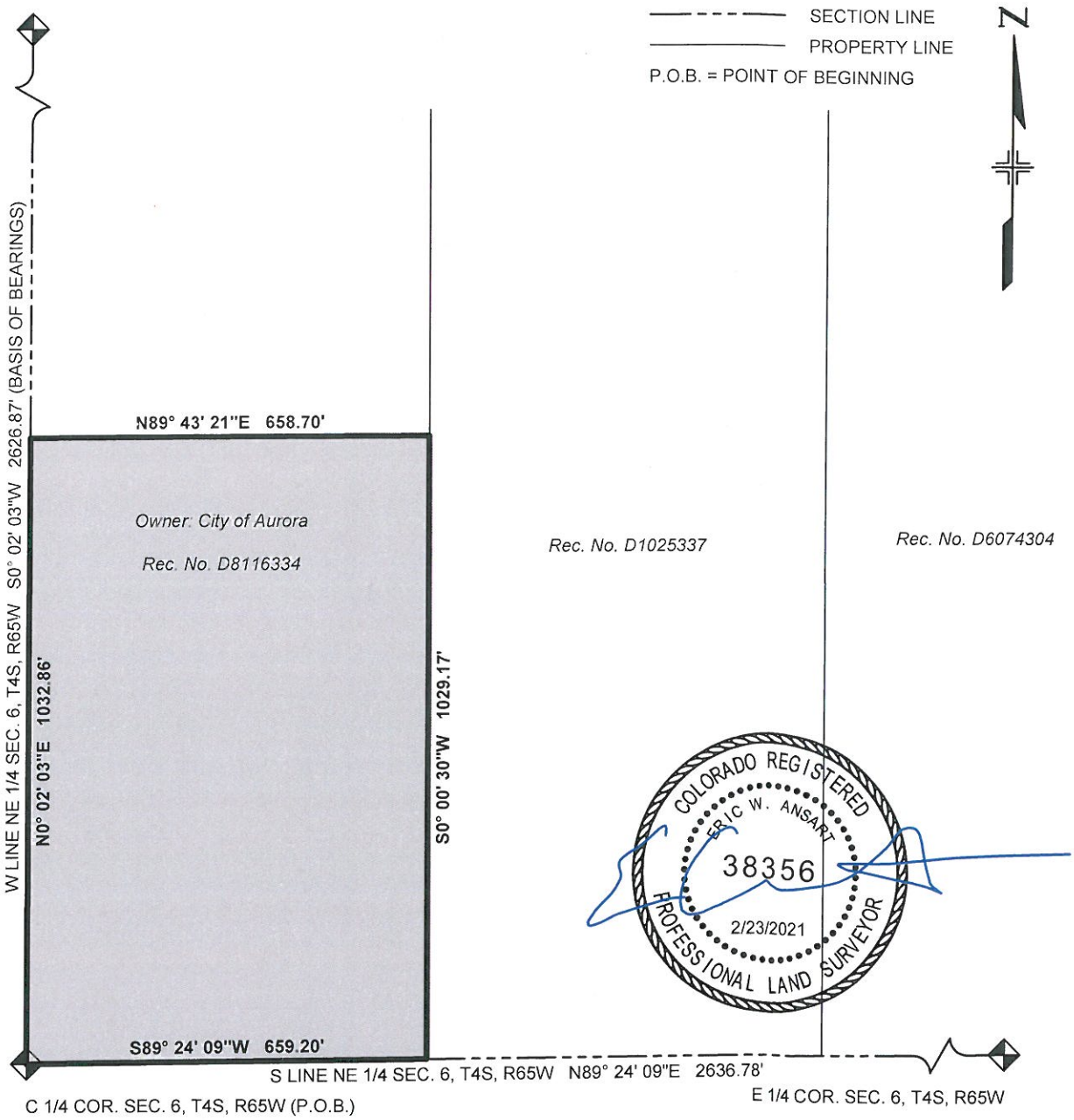
Bearings based on the west line of the NE 1/4 of Section 6, T4S, R65W, 6th PM, being N0°02'03"E, and all lineal units are in US Survey Feet

Illustration attached and made a part hereof



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

ILLUSTRATION FOR
EXHIBIT B



BEARINGS BASED ON THE WEST LINE OF THE NE 1/4 OF SECTION 6, T4S, R65W, 6TH P.M., BEING N0°02'03"E
THE ABOVE DESCRIBED PARCEL CONTAINS 679,360 SQUARE FEET (15.60 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	1/27/2021	N/A

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SEC. 6, T4S, R65W, 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT C

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed recorded at Rec. No. D6074304 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 6 (from whence the NE corner of said section bears N0°04'14"W, a distance of 2612.11 feet);

Thence S89°24'09"W, coincident with the south line of the NE 1/4 of said Section 6, a distance of 988.79 feet to the southeasterly corner of said parcel, said point being the **Point of Beginning;**

Thence continuing S89°24'09"W, coincident with the southerly line of said parcel, a distance of 309.60 feet;

Thence N0°01'05"W, a distance of 195.83 feet;

Thence N15°28'32"E, a distance of 454.60 feet;

Thence N0°01'05"W, a distance of 456.65 feet;

Thence N89°43'21"E, a distance of 187.90 feet to a point on the easterly line of said parcel;

Thence S0°01'52"E, coincident with said easterly line, a distance of 1088.28 feet to the **Point of Beginning.**

The above described parcel contains 255,023 square feet (5.85 acres), more or less

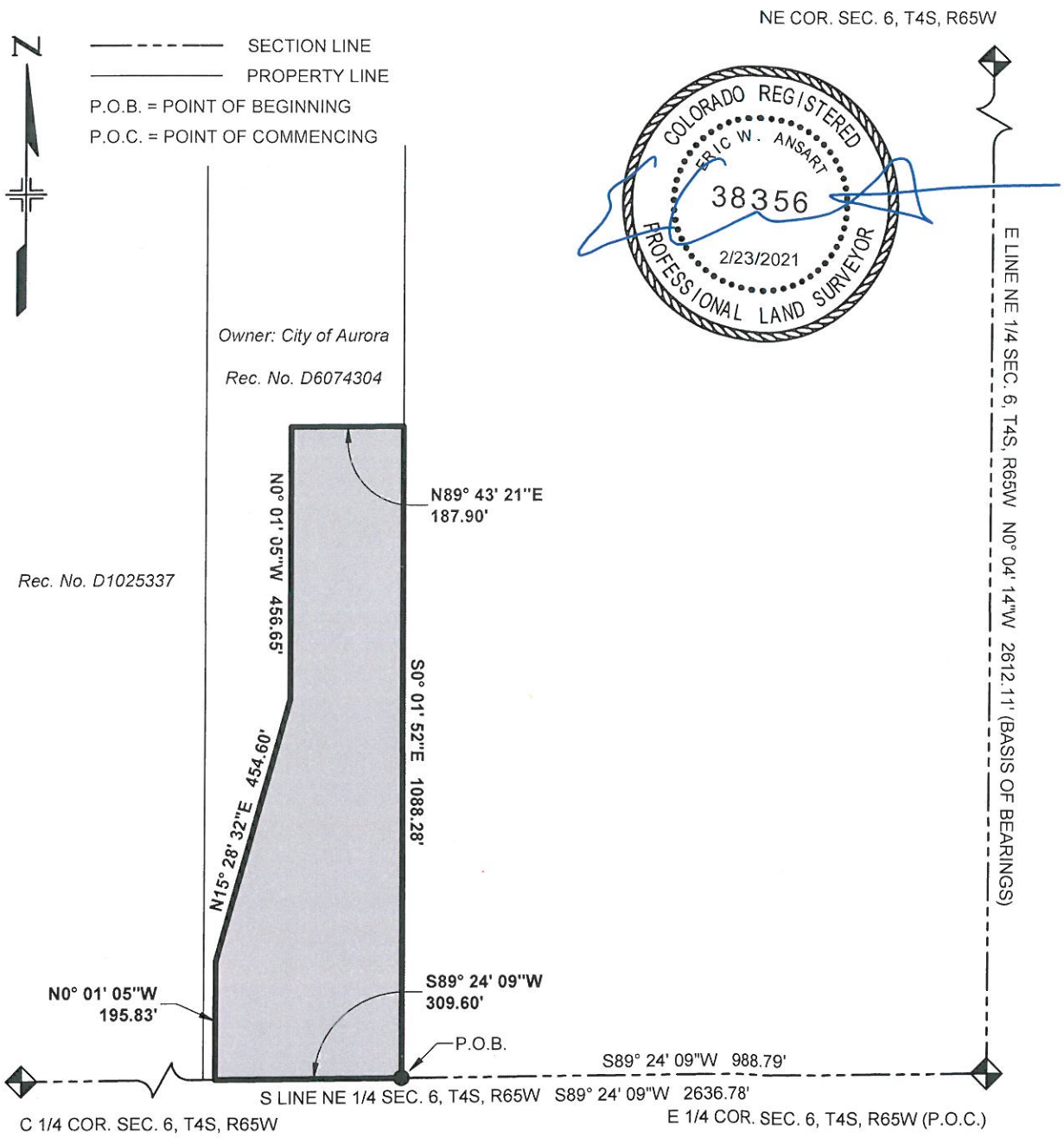
Bearings based on the east line of the NE 1/4 of Section 6, T4S, R65W, 6th PM, being N0°04'14"W, and all lineal units are in US Survey Feet

Illustration attached and made a part hereof

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



ILLUSTRATION FOR
EXHIBIT C



BEARINGS BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 6, T4S, R65W, 6TH P.M., BEING N0°04'14"W
THE ABOVE DESCRIBED PARCEL CONTAINS 255,023 SQUARE FEET (5.85 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	1/27/2021	N/A

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SEC. 6, T4S, R65W, 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO

QUIT CLAIM DEED

THIS DEED, made this_____day of _____, 2021, between the CITY OF AURORA, Colorado, a municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, hereinafter referred to as Grantor(s), and Chang Wei-Yi, hereinafter referred to as Grantee(s), whose legal address is 12550 Rosy Circle, Los Angeles, CA 90066.

WITNESS, that the Grantor(s), for and in consideration of the sum of One and no/100------- Dollars, the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold and QUITCLAIMED, and by these presents do remise, release, sell and QUITCLAIM unto the Grantee(s), their heirs, successors and assigns forever, all the right, title, interest, claim and demand which the Grantor(s) have in and to the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and State of Colorado, described as follows:

See Exhibit A, Exhibit B, and Exhibit C wherein the descriptions are more fully set forth. Said Exhibit A, Exhibit B, and Exhibit C are attached hereto and incorporated herein by reference**.**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor(s), either in law or equity, to the only proper use, benefit and behoove of the Grantee(s) their heirs and assigns forever.

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

[SIGNATURES APPEARING ON FOLLOWING PAGES]

ATTEST

CITY OF AURORA, Colorado, a municipal Corporation

Kadee Rodriguez, City Clerk

Mike Coffman, Mayor

State of Colorado)
) §
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Kadee Rodriguez, City Clerk and Mike Coffman, Mayor of the City of Aurora, Colorado.

Witness my hand and official seal.

SEAL

My commission expires: _____

Notary Public

Eric W. Ansart, PLS 38356, for and on behalf of City of Aurora, Colorado, 15151 E. Alameda Pkwy, Suite 3200, Aurora, CO 80015.

Name and address of person creating newly created legal description (38-35-106.5, C.R.S.)

Approved as to Form

Legal Dept.

Reviewed By:

Real Property Services

Administering Department

.

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is $1.00

EXHIBIT A

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed recorded at Rec. No. D8107473 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43'21"E, a distance of 2631.89 feet);

Thence S79°21'00"E, a distance of 1003.28 feet to the southwesterly corner of that parcel of land described as TK-91C in that Special Warranty Deed recorded at Rec. No. A6076906 in said office, said point being the **Point of Beginning**;

Thence N87°45'44"E, coincident with the southerly line of said parcel TK-91C, a distance of 272.47 feet;

Thence S1°11'49"E, a distance of 293.67 feet;

Thence S50°57'15"W, a distance of 34.69 feet;

Thence N45°37'31"W, a distance of 329.26 feet;

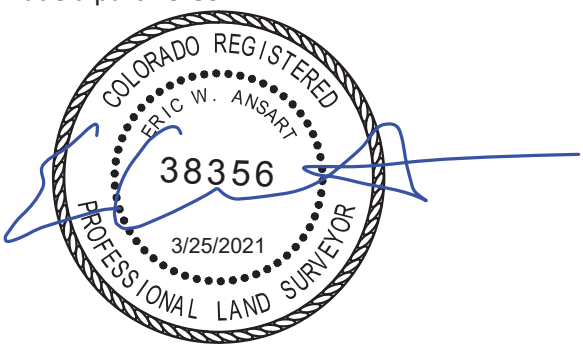
Thence S89°43'21"W, a distance of 16.08 feet to a point on the westerly line of said parcel recorded at Rec. No. D8107473;

Thence N0°01'05"W, coincident with said westerly line, a distance of 74.63 feet to the **Point of Beginning.**

The above described parcel contains 54,373 square feet (1.25 acres), more or less

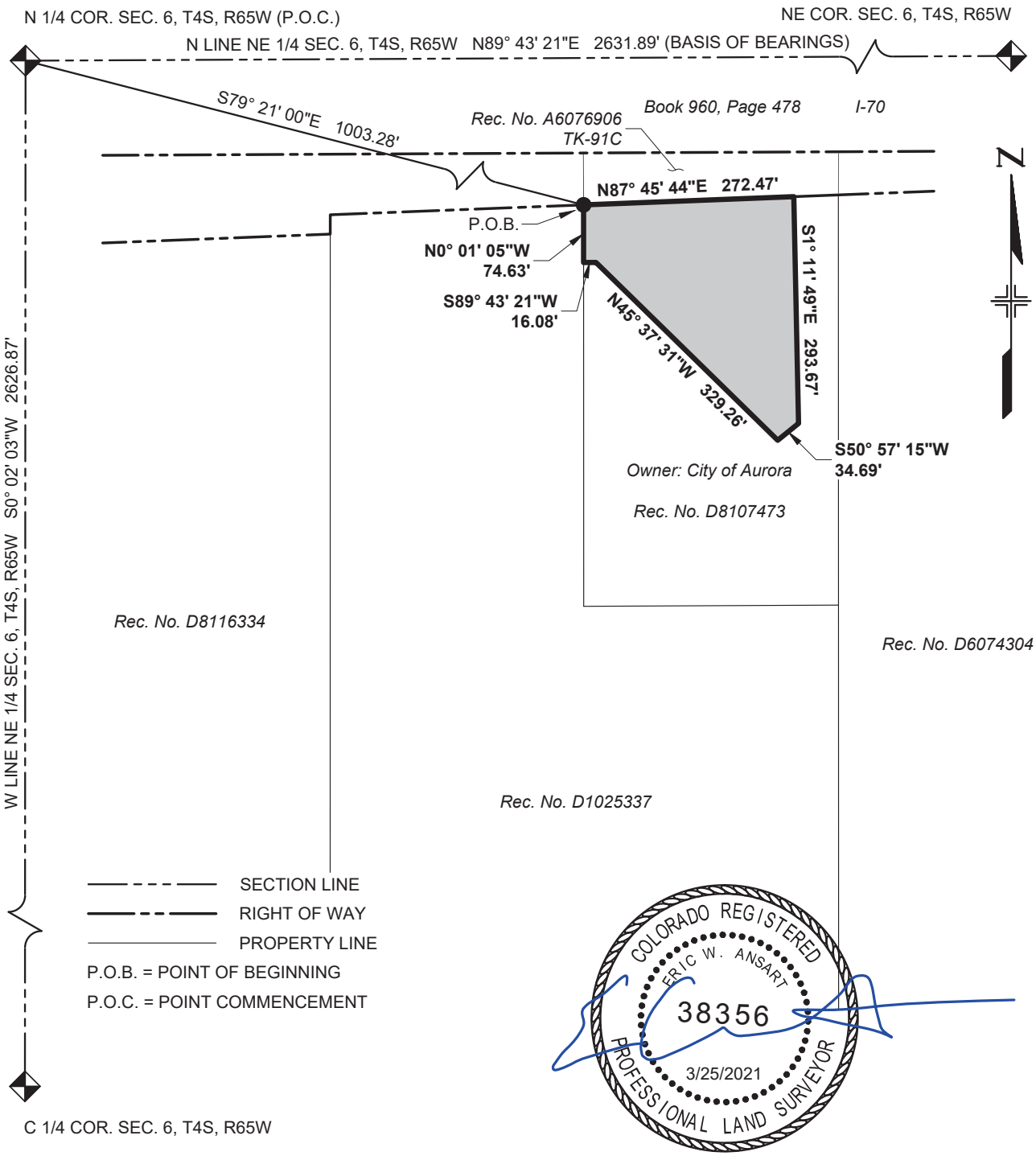
Bearings based on the north line of the NE 1/4 of Section 6, T4S, R65W, 6th PM, being N89°43'21"E, and all lineal units are in US Survey Feet

Illustration attached and made a part hereof



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

ILLUSTRATION FOR
EXHIBIT A



BEARINGS BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 6, T4S, R65W, 6TH P.M., BEING N89°43'21"E

THE ABOVE DESCRIBED PARCEL CONTAINS 54,373 SQUARE FEET (1.25 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	3/25/2021	N/A

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SEC. 6, T4S, R65W, 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT B

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed recorded at Rec. No. D8116334 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Beginning at the C 1/4 corner of said Section 6 (from whence the N 1/4 corner of said section bears N0°02'03"E, a distance of 2626.87 feet);

Thence N0°02'03"E, coincident with the westerly line of said parcel, a distance of 1032.86 feet;

Thence N89°43'21"E, a distance of 658.70 feet to a point on the easterly line of said parcel;

Thence coincident with the easterly and southerly lines of said parcel the following two (2) courses:

1. Thence S0°00'30"W, a distance of 1029.17 feet;
2. Thence S89°24'09"W, a distance of 659.20 feet to the **Point of Beginning.**

The above described parcel contains 679,360 square feet (15.60 acres), more or less

Bearings based on the west line of the NE 1/4 of Section 6, T4S, R65W, 6th PM, being N0°02'03"E, and all lineal units are in US Survey Feet

Illustration attached and made a part hereof

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

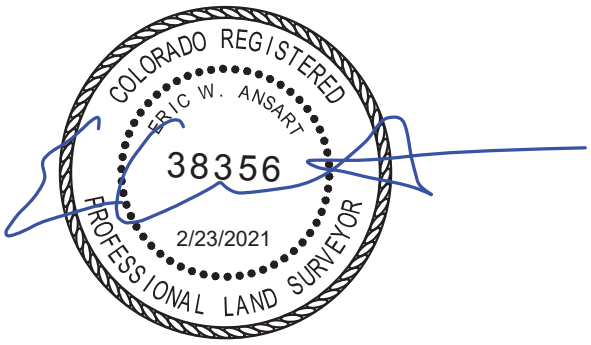
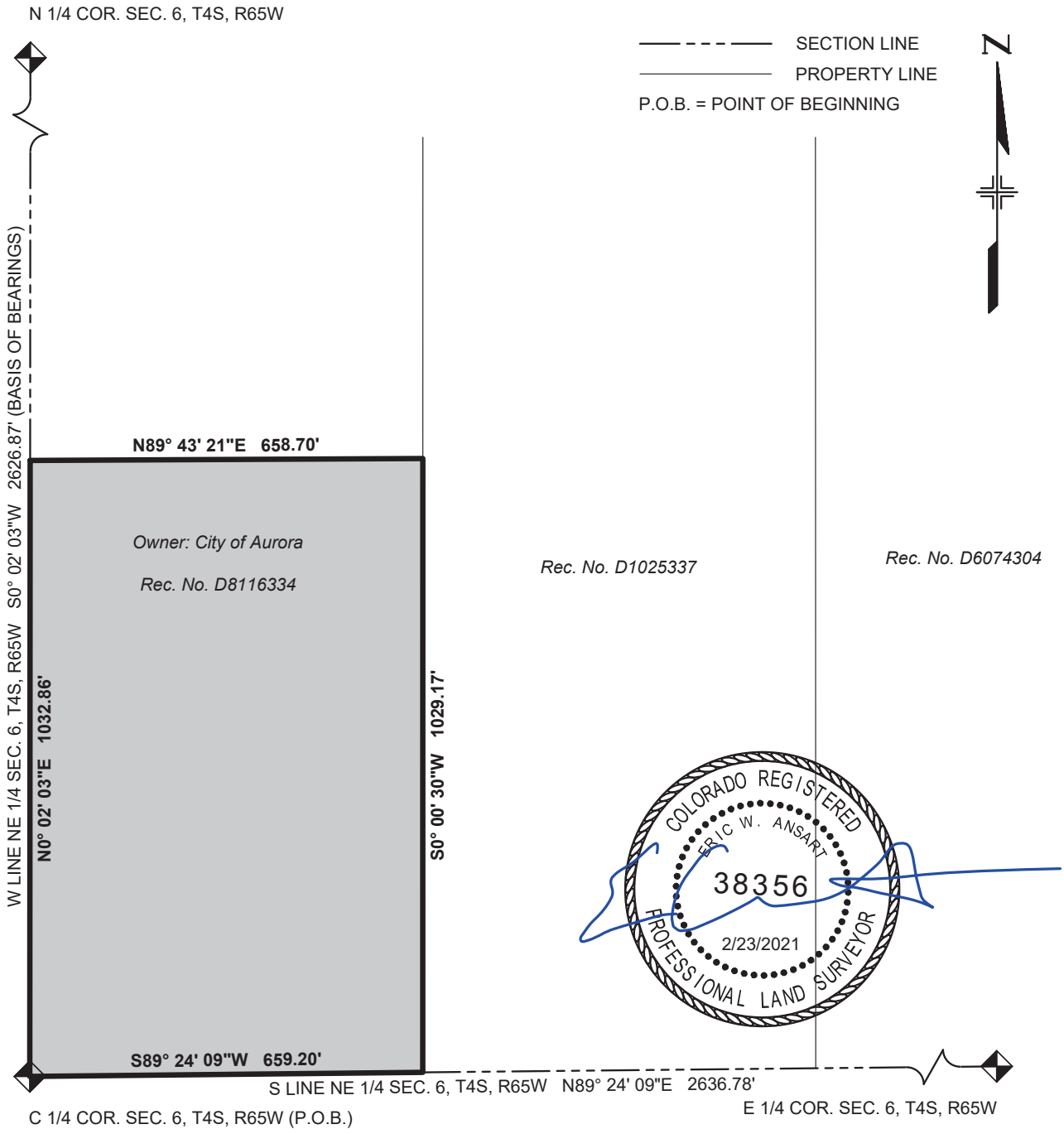


ILLUSTRATION FOR

EXHIBIT B



BEARINGS BASED ON THE WEST LINE OF THE NE 1/4 OF SECTION 6, T4S, R65W, 6TH P.M., BEING N0°02'03"E

THE ABOVE DESCRIBED PARCEL CONTAINS 679,360 SQUARE FEET (15.60 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	1/27/2021	N/A

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SEC. 6, T4S, R65W, 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT C

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed recorded at Rec. No. D6074304 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 6 (from whence the NE corner of said section bears N0°04'14"W, a distance of 2612.11 feet);

Thence S89°24'09"W, coincident with the south line of the NE 1/4 of said Section 6, a distance of 988.79 feet to the southeasterly corner of said parcel, said point being the **Point of Beginning**;

Thence continuing S89°24'09"W, coincident with the southerly line of said parcel, a distance of 309.60 feet;

Thence N0°01'05"W, a distance of 195.83 feet;

Thence N15°28'32"E, a distance of 454.60 feet;

Thence N0°01'05"W, a distance of 456.65 feet;

Thence N89°43'21"E, a distance of 187.90 feet to a point on the easterly line of said parcel;

Thence S0°01'52"E, coincident with said easterly line, a distance of 1088.28 feet to the **Point of Beginning.**

The above described parcel contains 255,023 square feet (5.85 acres), more or less

Bearings based on the east line of the NE 1/4 of Section 6, T4S, R65W, 6th PM, being N0°04'14"W, and all lineal units are in US Survey Feet

Illustration attached and made a part hereof

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

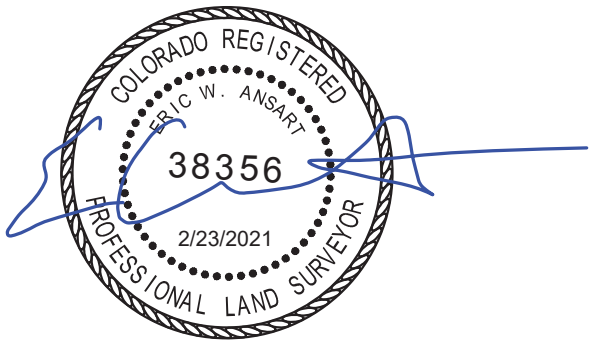
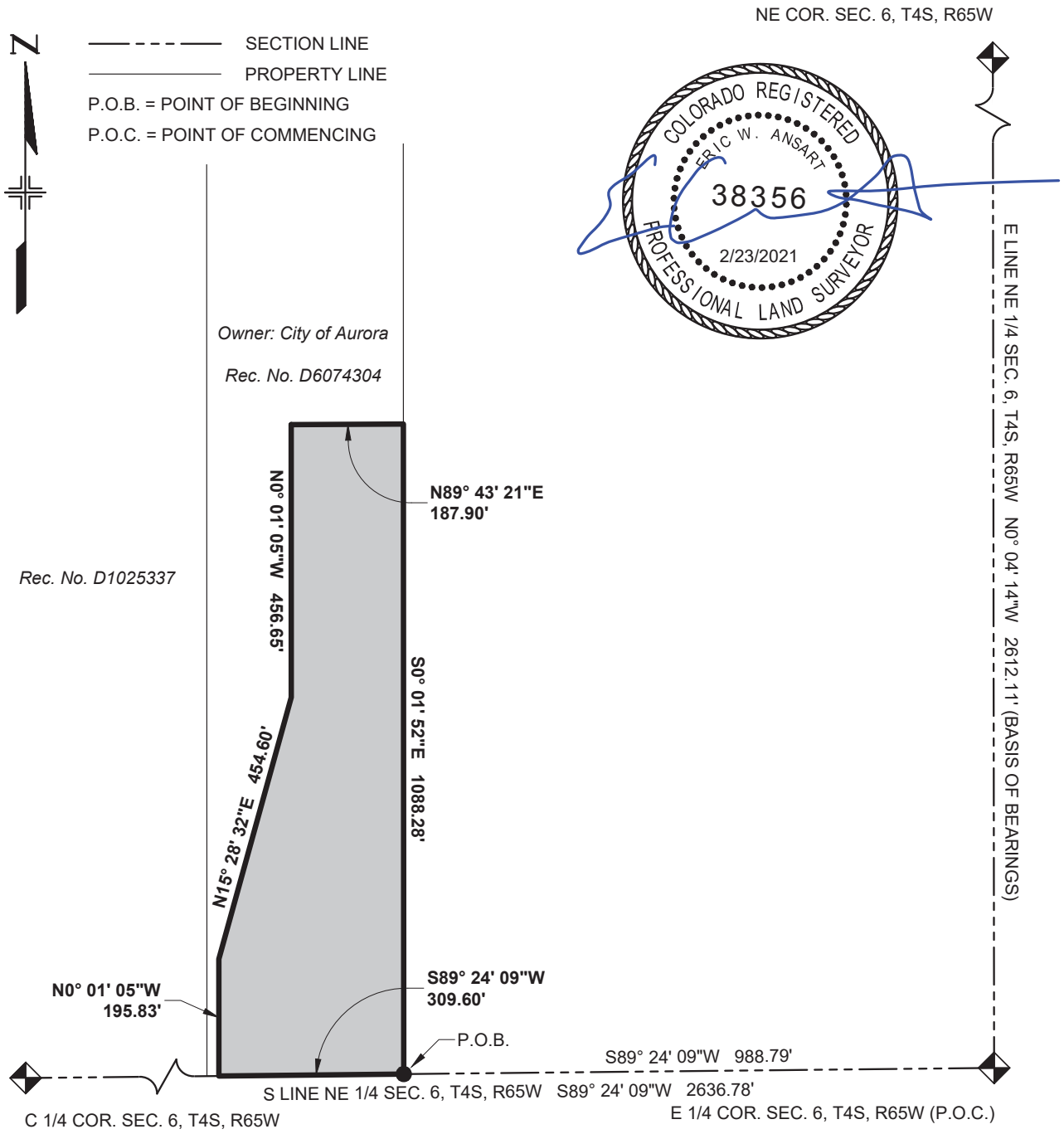


ILLUSTRATION FOR

EXHIBIT C



BEARINGS BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 6, T4S, R65W, 6TH P.M., BEING N0°04'14"W

THE ABOVE DESCRIBED PARCEL CONTAINS 255,023 SQUARE FEET (5.85 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	1/27/2021	N/A

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SEC. 6, T4S, R65W, 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO

SPECIAL WARRANTY DEED

THIS DEED, dated this _____ day of _____, 2021, between, **Chang Wei-Yi, hereinafter referred to as Grantee(s), whose legal address is 12550 Rosy Circle, Los Angeles, CA 90066**, hereinafter referred to as "Grantor", and the **City of Aurora, Colorado**, a municipal corporation of the Counties of Adams, Arapahoe and Douglas, 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, Aurora, Colorado 80012-1555 .

WITNESS, that the Grantor(s), for and in consideration of the sum of One and no/100-------Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto the Grantee, Grantee's heirs, successors, and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and State of Colorado, described as follows:

See Exhibit(s) A wherein the description is more fully set forth. Said Exhibit A is attached hereto and incorporated herein ("Premises").

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

TO HAVE AND TO HOLD the said Premises above bargained and described, with the appurtenances, unto the Grantee, Grantee's heirs, successors, and assigns forever. The Grantor, for Grantors and Grantors' heirs, successors, and assigns, do covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained Premises in the quiet and peaceable possession of Grantee, Grantee's heirs, successors, and assigns, against all every person or persons lawfully claiming the whole or any part thereof, by through or under the Grantors.

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.

[SIGNATURES APPEARING ON FOLLOWING PAGE]

_____

Chang Wei-Yi

State of _____)
) §
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as _____of _____.

Witness my hand and official seal.
My commission expires:

SEAL

_____
Notary Public

SURVEYOR NAME, PLS #######, for and on behalf of NAME, ADDRESS, CITY, STATE, ZIP
Name and address of person creating newly created legal description (38-35-106.5, C.R.S.)

REVIEWED BY:

_____
Real Property Services Manager

_____
Aurora Water

APPROVED AS TO FORM:

_____
Assistant City Attorney

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is $1.00

EXHIBIT A

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Quit Claim Deed recorded at Rec. No. D1025337 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43'21"E, a distance of 2631.89 feet);

Thence S73°13'58"E, a distance of 687.16 feet to the southwesterly corner of that parcel of land described as TK-91B in that Rule and Order recorded at Rec. No. A8138245 in said office, said point being the **Point of Beginning**;

Thence N87°45'44"E, coincident with the southerly line of said parcel TK-91B, a distance of 328.30 feet to the southeasterly corner of said parcel;

Thence coincident with the easterly and southerly lines of said parcel recorded at Rec. No. D1025337 the following four (4) courses:

1. Thence S0°01'05"E, a distance of 519.81 feet;
2. Thence N89°43'21"E, a distance of 330.00 feet;
3. Thence S0°01'05"E, a distance of 1909.49 feet;
4. Thence S89°24'09"W, a distance of 191.85 feet;

Thence N0°01'05"W, a distance of 294.76 feet;

Thence N15°28'32"E, a distance of 311.77 feet;

Thence N0°01'05"W, a distance of 431.74 feet;

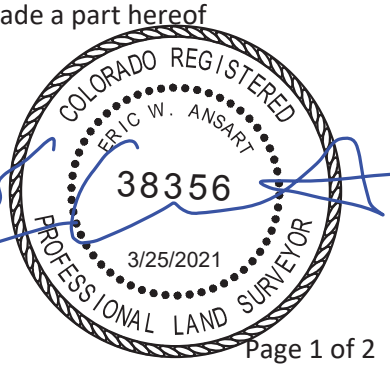
Thence S89°43'21"W, a distance of 550.14 feet to a point on the westerly line of said parcel recorded at Rec. No. D1025337;

Thence N0°00'30"E, coincident with said westerly line, a distance of 1392.59 feet to the **Point of Beginning.**

The above described parcel contains 899,234 square feet (20.64 acres), more or less

Bearings based on the north line of the NE 1/4 of Section 6, T4S, R65W, 6th PM, being N89°43'21"E, and all lineal units are in US Survey Feet

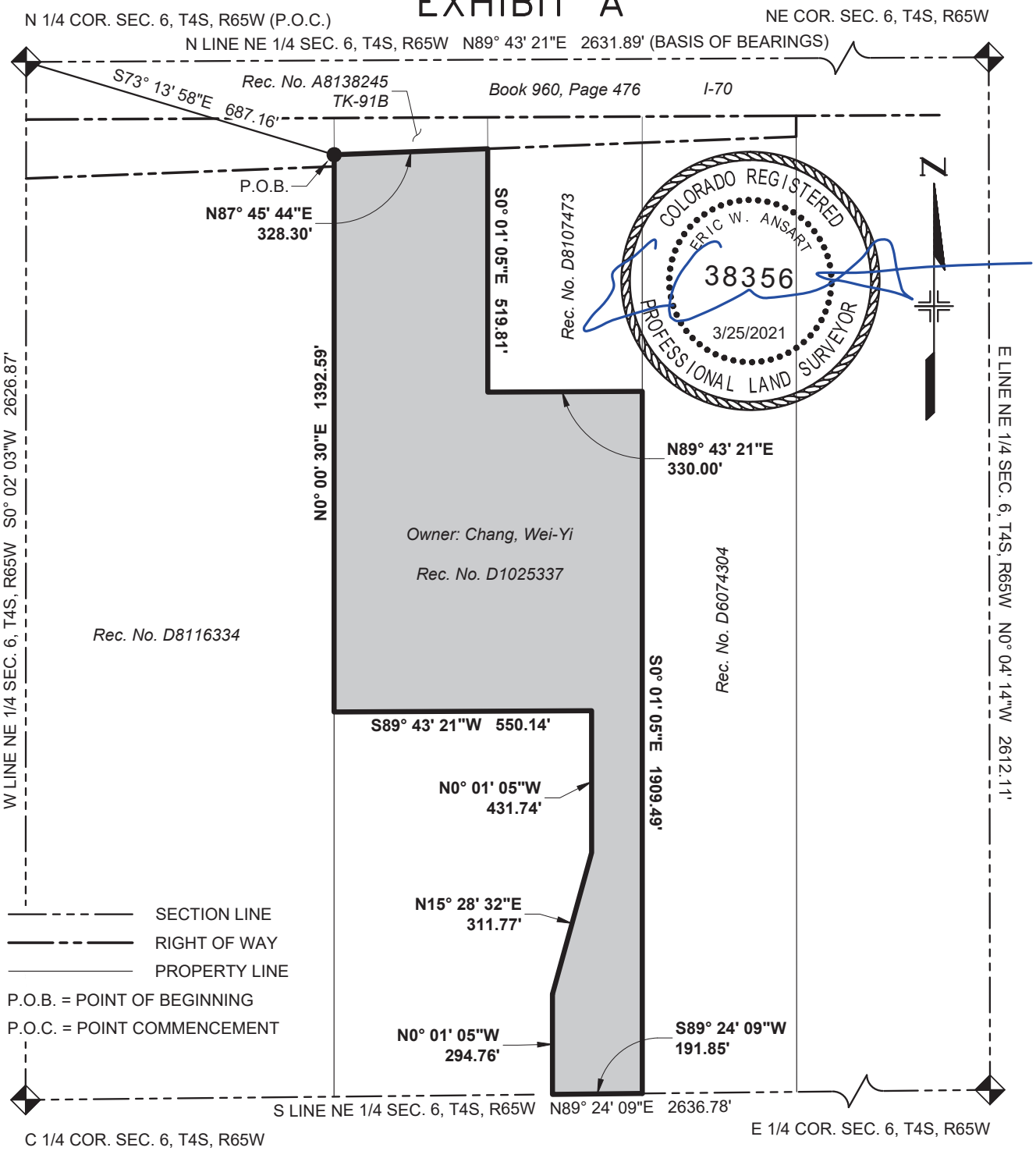
Illustration attached and made a part hereof



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

ILLUSTRATION FOR

EXHIBIT A



BEARINGS BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 6, T4S, R65W, 6TH P.M., BEING N89°43'21"E

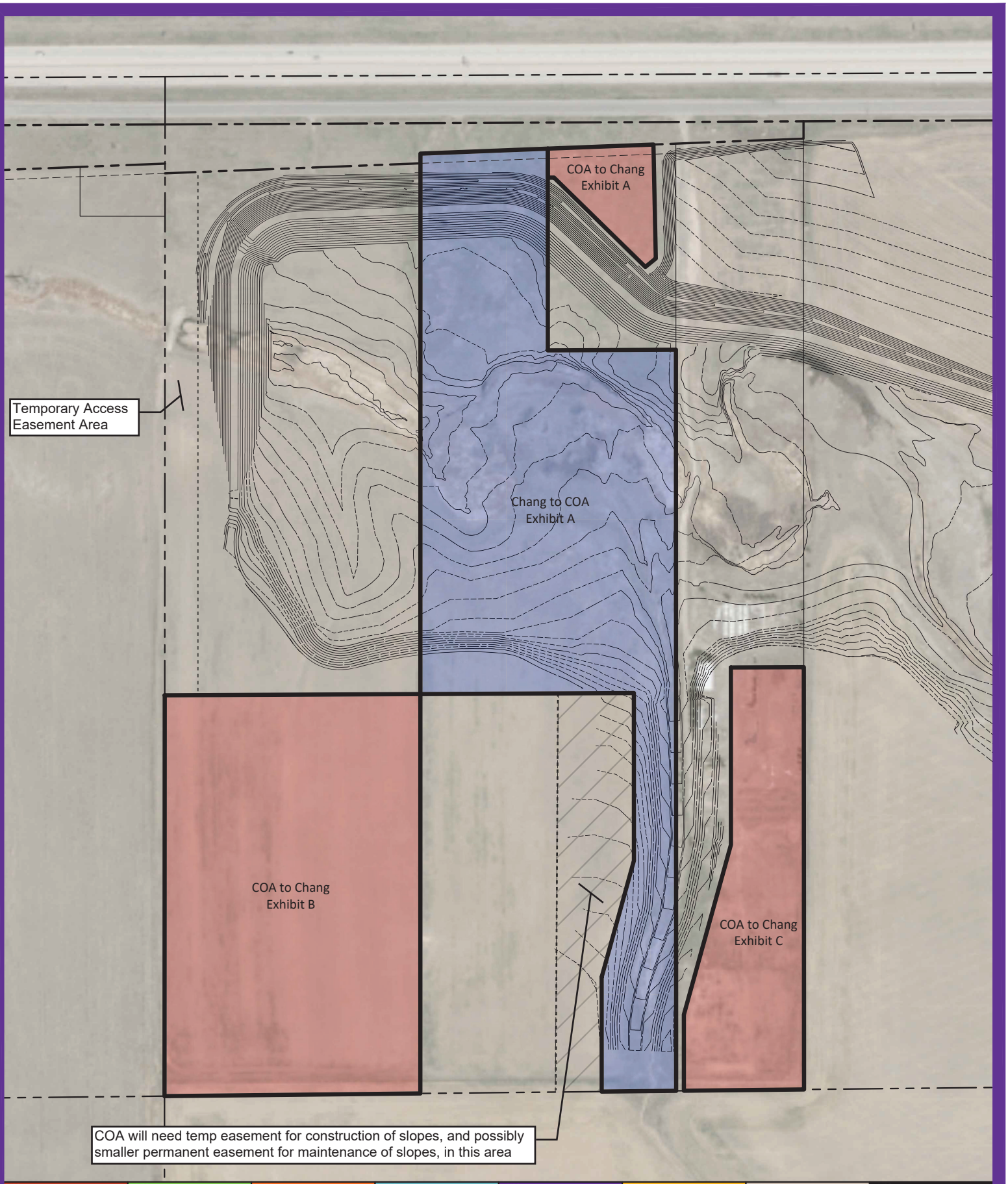
THE ABOVE DESCRIBED PARCEL CONTAINS 899,234 SQUARE FEET (20.64 ACRES) MORE OR LESS.

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	3/25/2021	N/A

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SEC. 6, T4S, R65W, 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO



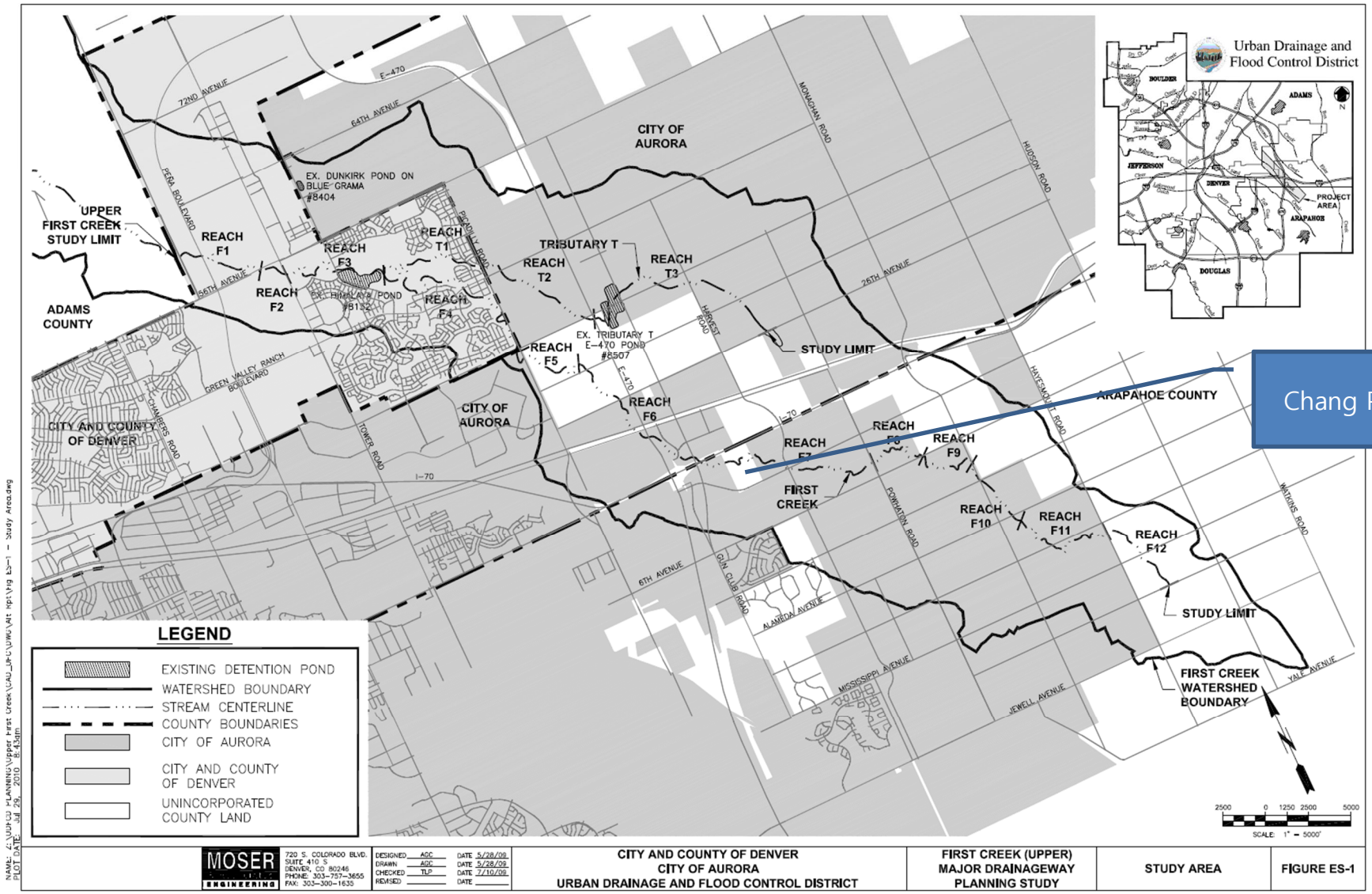
Public Works Department
15151 E. Alameda Pkwy
Aurora, CO 80012
303-739-7300
www.auroragov.org

City of Aurora, Colorado

First Creek Land Swap

April 29, 2021

Figure 1


Urban Drainage and Flood Control District
UPPER FIRST CREEK STUDY LIMIT
ADAMS COUNTY
CITY AND COUNTY OF DENVER
CITY OF AURORA
ARAPAHOE COUNTY
REACH F1
REACH F2
REACH F3
REACH F4
REACH T1
REACH T2
REACH T3
REACH F5
REACH F6
REACH F7
REACH F8
REACH F9
REACH F10
REACH F11
REACH F12
TRIBUTARY T
EX. DUNKIRK POND ON BLUE GRAMA #8404
EX. HIGHLAVA POND #8132
EX. TRIBUTARY T E-470 POND #8507
STUDY LIMIT
FIRST CREEK
FIRST CREEK WATERSHED BOUNDARY
Chang Property
LEGEND
EXISTING DETENTION POND
WATERSHED BOUNDARY
STREAM CENTERLINE
COUNTY BOUNDARIES
CITY OF AURORA
CITY AND COUNTY OF DENVER
UNINCORPORATED COUNTY LAND
MOSER ENGINEERING
720 S. COLORADO BLVD. SUITE 410 S DENVER, CO 80246 PHONE: 303-757-3655 FAX: 303-300-1635
CITY AND COUNTY OF DENVER
CITY OF AURORA
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
FIRST CREEK (UPPER) MAJOR DRAINAGEWAY PLANNING STUDY
STUDY AREA
FIGURE ES-1

ALL DIMENSIONS AND AREAS ARE APPROXIMATE.

LEGEND:

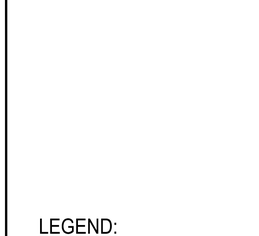
- 100-YR EXISTING (FIRM) FLOODPLAIN LIMITS
- PARCEL BOUNDARY

NOTE:

1. THE FOLLOWING INFORMATION IS FOR THE MAXIMUM STORAGE CAPACITY OF POND 8150:

   EMBANKMENT/
   ABUTMENTS: 5530.0
   100-YR WSEL: 5524.2
   AREA: 38.0 AC
   VOLUME: 209 AC-FT

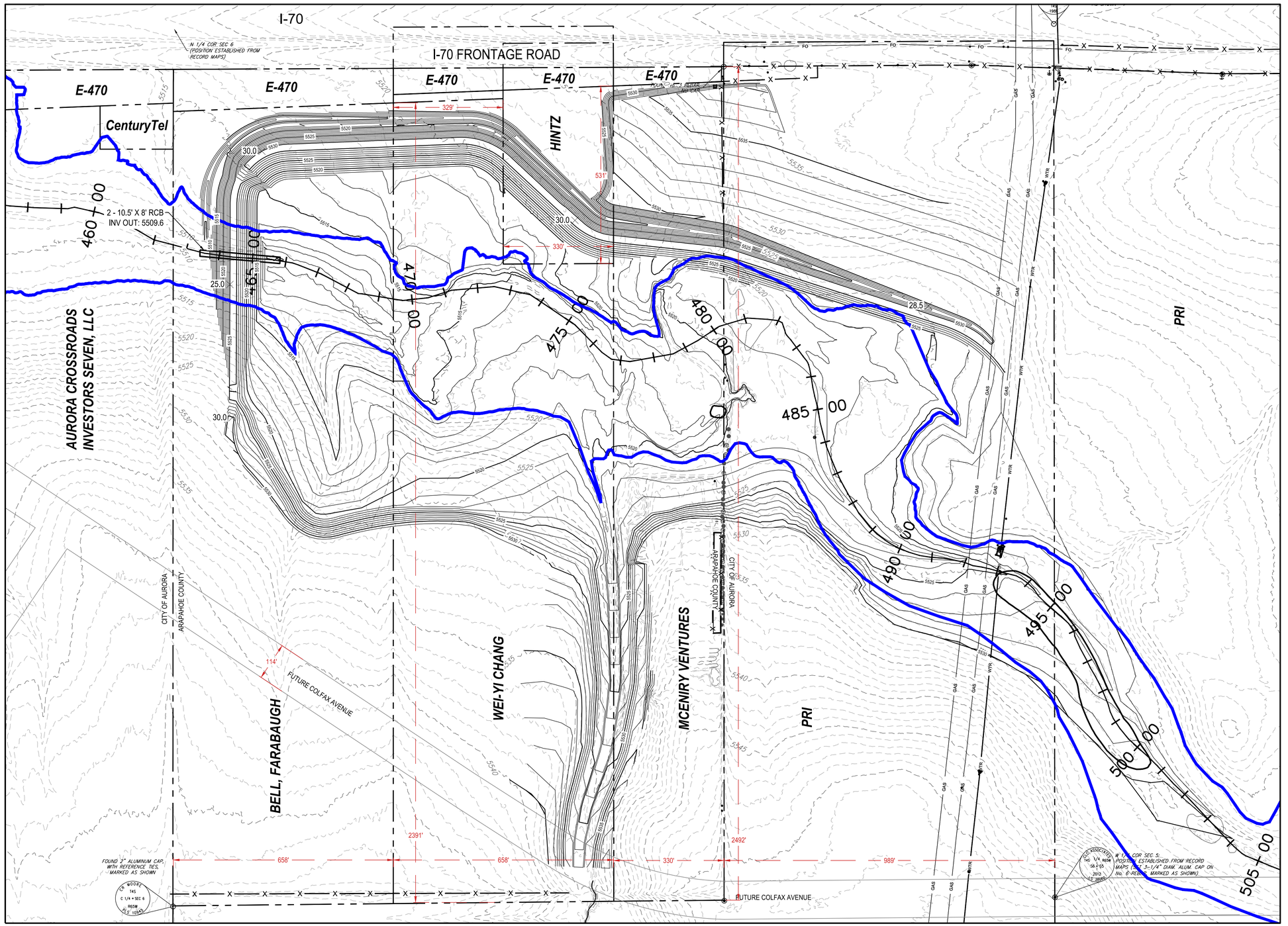
2. SPILLWAY INFORMATION:
   ELEV: 5525.0
   DIMENSIONS: 650 FT



150' 0 75' 150' 300'

1" = 150' HOR.

Know what's below. Call before you dig.



No.	DATE	REVISION DESCRIPTION	APPR.

	SIGNATURE	DATE
DRAWN	A. WOLFF	
DESIGNED	J. BOYLE	
QC REVIEW		
APPROVED		

UDFCD
2480 W. 26TH AVENUE
SUITE 156-B
DENVER, CO 80211

CITY OF AURORA
PUBLIC WORKS DEPARTMENT
15151 E. ALAMEDA PKWY
AURORA, CO 80012
303-739-7300

MERRICK & COMPANY
5970 GREENWOOD PLAZA BLVD.
GREENWOOD VILLAGE, CO 80111

CLIENT PROJECT NO.	XXXX
MERRICK PROJECT NO.	03016930
SCALE:	AS NOTED

FIRST CREEK DETENTION

TITLE: CHANG LAND SWAP EXHIBIT

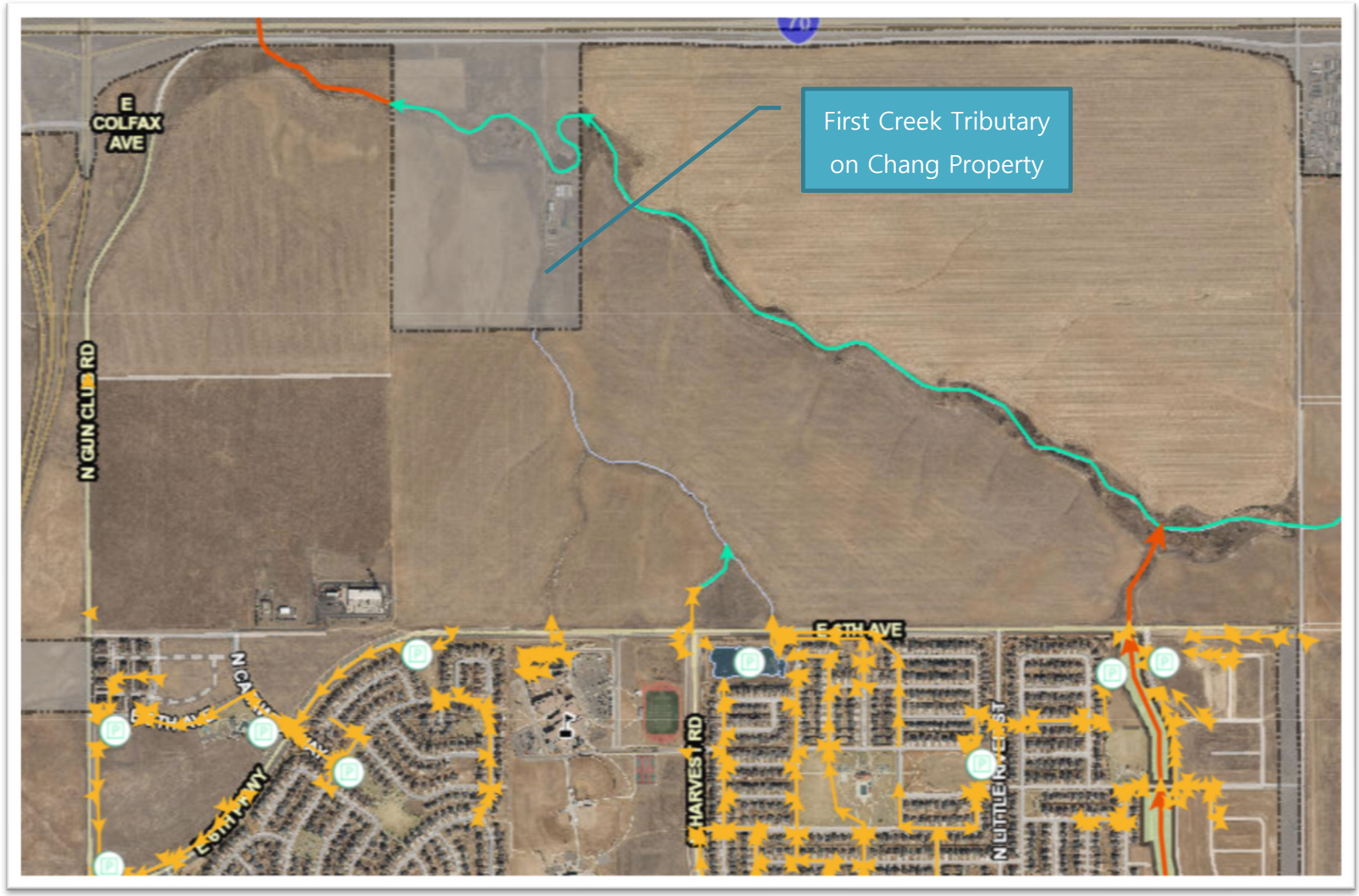
DATE: 02/03/2021

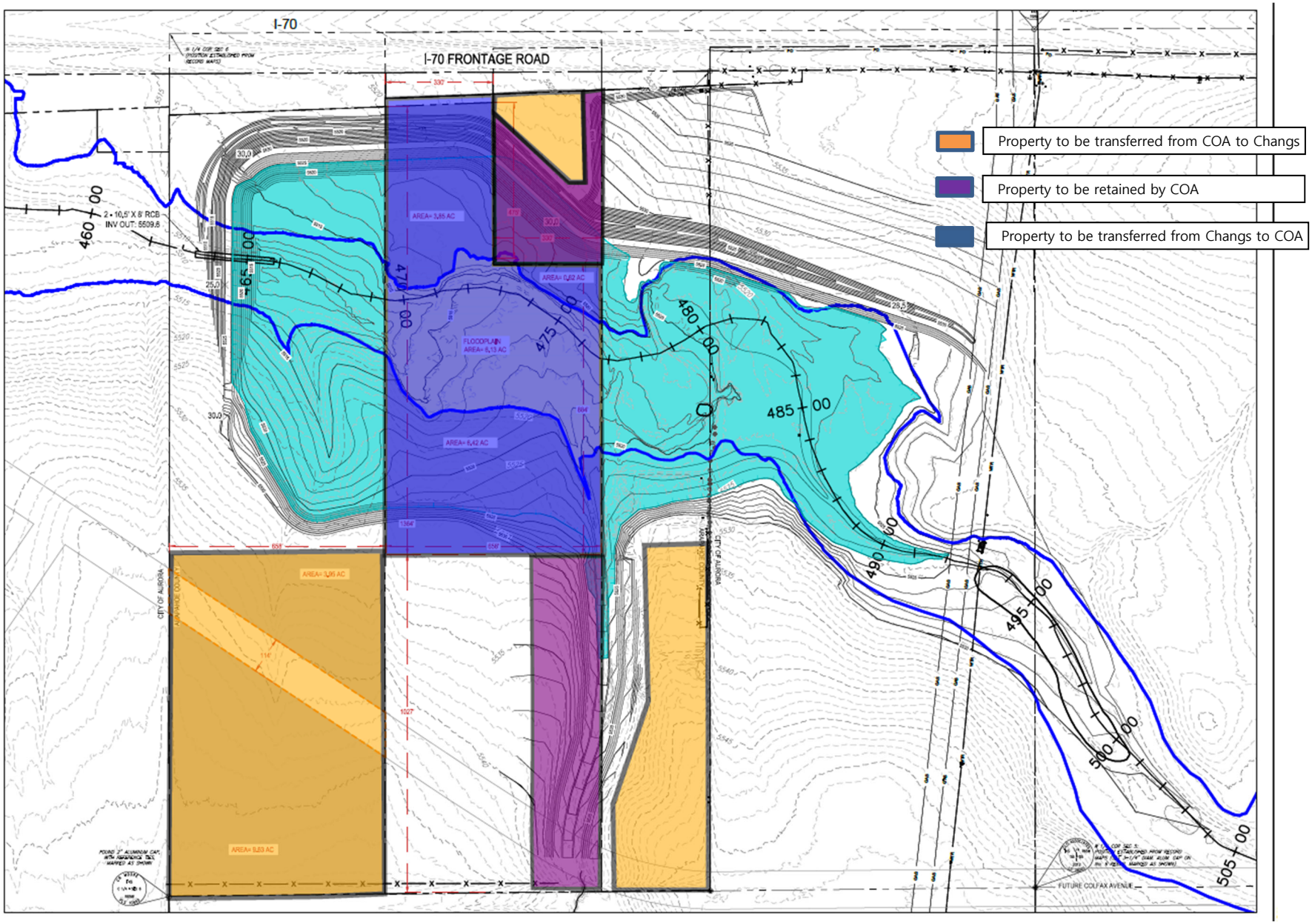
SHEET NO.

CAD FILE NAME: 6930-LAND SWAP V3.DWG

FILENAME: O:\DEN\PROJECTS\6930-00\FIRST CREEK DETENTION POND\DESIGN\EXHIBITS\2021-02\03-LAND SWAP\6930-LAND SWAP V3.DWG

FIRST CREEK DETENTION


First Creek Tributary
on Chang Property
E
COLFAX
AVE
N GUN CLUB RD
HARVEST RD


I-70
I-70 FRONTAGE ROAD
Property to be transferred from COA to Changs
Property to be retained by COA
Property to be transferred from Changs to COA
460+00
465+00
470+00
475+00
480+00
485+00
490+00
495+00
500+00
505+00
FUTURE COLFAX AVENUE

AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FIRST CREEK DETENTION IN CITY OF AURORA,
ARAPAHOE COUNTY

Agreement No. 09-11.06

THIS AGREEMENT, made this 8TH day of NOVEMBER, 2009, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled First Creek Major Drainageway Planning Study" by Moser and Associates, currently in progress (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design, right-of-way acquisition and construction of drainage and flood control improvements for First Creek Detention in City of Aurora, Arapahoe County (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 71, Series of 2008) for drainage and flood control facilities in which PROJECT was included in the 2009 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2009 subsequent to public hearing (Resolution No. 67, Series of 2008) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 58, Series of 2009); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall

extend from approximately Colfax Avenue to the City of Aurora Boundary, as shown on Exhibit A.

B. Right-of-Way Delineation and Acquisition. Right-of-way for the improvements as set forth in the final design and an estimate of costs for acquisition shall be determined. Maps, parcel descriptions and parcel plats shall also be prepared.

C. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design and vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of DISTRICT and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed $400,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	ITEM	AMOUNT
1.	Final Design	$150,000
2.	Right-of-way	200,000
3.	Construction	0
4.	Contingency	50,000
	Grand Total	$400,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Maximum Contribution
DISTRICT	50%	$200,000
CITY	50%	200,000
TOTAL	100%	$400,000

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CITY - $200,000; DISTRICT - $200,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for CITY. Payment for final design services shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

A. Preparation of a work plan schedule identifying the timing of major elements in the design;
B. Delineation of required right-of-way/easements;
C. Preparation of detailed construction plans and specifications;
D. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
E. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to CITY.

7. RIGHT-OF-WAY

CITY, with DISTRICT assistance, shall be responsible for acquiring, subject to approval of DISTRICT, such land or interests in land needed to implement construction of the drainage and flood control improvements as defined herein. The cost to be shared by PARTIES for right-of-way acquisition may include relocation costs of existing occupants. Appraisal costs and costs associated with condemnation (including outside legal costs) will also be considered a PROJECT cost. Right-of-way acquisition shall be in accordance with DISTRICT policy attached hereto as

Exhibit B. Within Exhibit B, references to purchasing agency will be references to CITY. In reference to Paragraph 1.D and 2.D of Exhibit B, the Purchasing Agency shall pay the reasonable costs of the property owners appraisal only when the Purchasing Agency's appraisal is $5,000 or greater. DISTRICT shall serve as the paying agency.

A. Coordination of Right-of-Way Acquisition. Cost sharing by PARTIES will be based on supporting documentation such as formal appraisals, reasonable relocation cost settlements, legal description of the property, and other information deemed appropriate to the acquisition. Furthermore, cost sharing will be only for the properties, or portions thereof, approved by PARTIES to be needed for the drainage and flood control portions of PROJECT. Request for such approval shall include appraisals of property, legal description of the property, and other information deemed appropriate to the acquisition by PARTIES to this Agreement. CITY shall purchase the right-of-way only after receiving prior approval of DISTRICT.

B. Payment for Right-of-Way Acquisition. Following purchase or receipt of executed memorandum of agreement between CITY and property owner for the needed right-of-way that commits the property owner to sell property to CITY at a price certain and on a date certain, CITY shall so advise DISTRICT and request payment as provided above. DISTRICT shall make payment within 30 days of receipt of request accompanied by the information set forth above.

C. Ownership of Property and Limitation of Use. CITY shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. CITY may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, CITY disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and CITY has not obtained the written approval of DISTRICT prior to such action, CITY shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at CITY's sole expense. In the event CITY breaches the terms and provisions of this Paragraph 7.C and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against CITY for specific performance of this portion of the Agreement.

DISTRICT may, subsequent to the recording by CITY of any document transferring title or another interest to property acquired pursuant to this Agreement to CITY, record a memorandum of this Agreement (Exhibit C), specifically a verbatim transcript of Paragraph 7.C. Ownership of Property and Limitation of Use except for this sub-paragraph which shall not be contained in the memorandum. The memorandum shall reference by legal description the property being acquired by CITY and shall be recorded in the records of the Clerk and Recorder of Arapahoe County immediately following the recording of the document transferring title or another interest to CITY. CITY authorizes the recording of that memorandum and acknowledges that the same is meant to encumber the property with its restrictions.

8. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the lowest acceptable bidder(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

1. DISTRICT, with the assistance of CITY, shall administer and coordinate the construction-related work as provided herein.
2. DISTRICT, with assistance and approval of CITY, shall advertise for construction bids; conduct a bid opening; prepare construction contract documents; and award construction contract(s).
3. DISTRICT shall require the contractor to provide adequate liability insurance that includes CITY. The contractor shall be required to indemnify CITY. Copies of the insurance coverage shall be provided to CITY.
4. DISTRICT, with assistance of CITY, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of CITY, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to CITY on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
5. DISTRICT, with approval of CITY, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.

7. DISTRICT shall review and approve contractor billings and send them to CITY for approval. DISTRICT shall remit payment to contractor based on billings approved by PARTIES.
8. DISTRICT, with assistance and written concurrence by CITY, shall prepare and issue all written change or work orders to the contract documents.
9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
10. DISTRICT shall provide CITY a set of reproducible "as-built" plans.

C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that CITY shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at CITY's request, shall assist CITY with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to CITY, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

CITY agrees to regulate and control the floodplain of First Creek within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that CITY cannot obligate itself by contract to exercise its police powers. If CITY fails to regulate the floodplain of First Creek within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and CITY shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the

final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS AND NOTICES

A. The contracting officer for CITY shall be Director of Utilities, City of Aurora, 15151 East Alameda Avenue, Aurora, Colorado, 80012.

B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.

C. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

D. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or CITY. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

14. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

15. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

16. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the County of Denver, State of Colorado.

17. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

18. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

19. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

20. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) day's written notice by any of PARTIES, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions and subject to the maximum amount of each party's contribution as set forth herein.

21. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of PARTIES. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

22. PUBLIC RELATIONS

It shall be at CITY's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical and final design recommendations shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist CITY as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of CITY and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of CITY and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. et seq. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified through participation in the Colorado Employment Verification program established pursuant to 8-17.5-102 (5)(c) C.R.S. or the Electronic Employment Verification Program administered jointly by the United States Department of Homeland Security and the Social Security Administration that Consultant or Contractor does not employ illegal aliens. Consultant or Contractor is prohibited from using these procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (DEPARTMENT) made in the course of an investigation the DEPARTMENT is undertaking pursuant to its legal authority.

Violation of this section of this Agreement shall constitute a breach of this Agreement and may result in termination by PARTIES. Consultant or Contractor shall be liable to PARTIES for actual and consequential damages to PARTIES resulting from such breach pursuant to §8-17.5-101(3) C.R.S. PARTIES shall also report any such breach to the Office of the Secretary of State.

Consultant or Contractor acknowledges that the DEPARTMENT may investigate whether Consultant or Contractor is complying with the provision of the Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this section."

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By Paul A Hindman

ATTEST:

Title Executive Director

Date 11/8/10

THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
Seal
COLORADO

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

Edward J. Tauer, Mayor — Date: 10-29-10

ATTEST:

Debra A. Johnson, City Clerk — Date: 11/1/10

APPROVED AS TO FORM FOR AURORA:

Christine McKenney, Assistant City Attorney — Date: 10.22.10

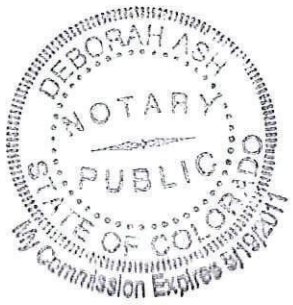
STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 1st day of November 2010, by Edward J. Tauer, 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. Deborah Ash
Notary Public

My commission expires: 5/19/2011

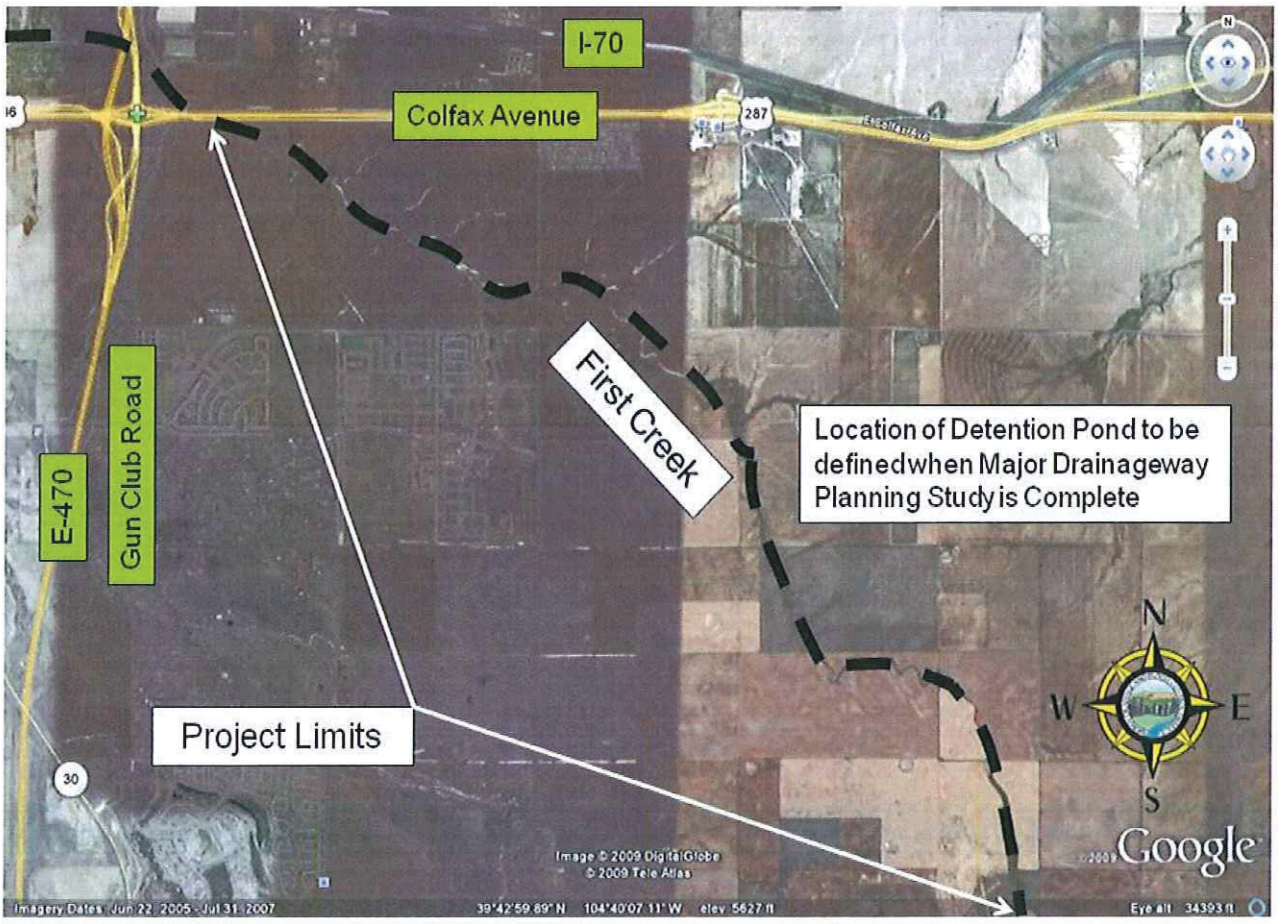
(SEAL)



AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FIRST CREEK DETENTION IN CITY OF AURORA,
ARAPAHOE COUNTY

Agreement No. 09-11.06

Exhibit A



SAMPLE

AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FIRST CREEK DETENTION IN CITY OF AURORA,
ARAPAHOE COUNTY

Agreement No. 09-11.06

Exhibit B

REAL PROPERTY ACQUISITION POLICY
April 1982
(Amended March 1985)

WHEREAS, DISTRICT participates in construction and maintenance projects and in floodplain preservation efforts wherein it is necessary to acquire by purchase or condemnation, title to, easements over, or right of entry to real property for flood control purposes; and

WHEREAS, in some cases local governments are the purchasing agency with DISTRICT participating in the cost of the acquisition, and in other cases DISTRICT is the purchasing agency; and

WHEREAS, when local governments are the purchasing agency it is desirable for DISTRICT to have guidelines that will serve as a basis for DISTRICT sharing in the cost of the acquisition; and

WHEREAS, when DISTRICT is the purchasing agency it is also desirable to have guidelines for the purchase or condemnation of real property by DISTRICT.

NOW THEREFORE, the following policy shall be used in the acquisition of real property when DISTRICT funds are involved:

1. LOCAL GOVERNMENT IS PURCHASING AGENCY

   A. DISTRICT shall participate to the extent set forth in an interagency agreement in the cost to acquire by purchase or condemnation, title to, easements over, or right of entry to real property needed for PROJECT. Such property shall be described by the use of boundary survey data and shall include only the parcels needed for the flood control project or flood control portions of PROJECT.

   B. The purchasing agency shall cause an appraisal to be made by an appraiser approved by DISTRICT of the real property subject to acquisition. The appraiser shall possess an MAI designation for acquisitions estimated to cost more than $10,000.

   C. The property owner should be advised informally and as early as possible of the interest of the agency in acquisition of the property. Further informal discussions and negotiations as appropriate should be held prior to completion of the appraisal.

   D. Negotiations shall be continued with the owner(s) on the basis of the appraisal once it is completed. If the appraised price is unacceptable to the owner(s) the purchasing agency, in accordance with all applicable Colorado State laws, shall provide a formal notice of intent

to acquire the property together with a description of the property to be acquired to anyone having an interest of record in the property involved. Such owner(s) may employ one appraiser of their choosing to appraise the property to be acquired. Such appraisal shall be made using sound, fair, and recognized appraisal practices which are consistent with law. If a copy of the appraisal obtained by the property owner(s) is submitted to the purchasing agency within 90 days of the date formal notice was provided, the purchasing agency shall pay the reasonable costs of the appraisal.

E. Assuming the second appraisal is based upon sound appraisal principles and data and is reasonable and valid, the purchasing agency shall negotiate a purchase, with the price of the land or property actually taken being the fair market value thereof. In no event shall the negotiated purchase price exceed the highest of the two appraisals. Factors such as the effect of time between the dates of the two appraisals, the basis for each appraisal, and ameliorating factors that can be handled during construction work (if any is to take place) shall be considered.

F. In those cases where the property owner and the purchasing agency cannot agree on a price as set forth in Paragraph E above, DISTRICT will not share in any costs exceeding the higher appraisal assuming it is based on sound appraisal principles and data and is reasonable and valid. The purchasing agency may:

1. Decide not to pursue the purchase, or
2. Negotiate a price in excess of the higher appraisal and be responsible for all costs exceeding the higher appraisal, or
3. Initiate and conduct eminent domain proceedings in any court having jurisdiction, under such statutes and in such manner as the purchasing agency deems necessary and proper to protect the interests of the purchasing agency and DISTRICT. All costs associated with the condemnation shall be shared by the purchasing agency and DISTRICT on the basis set forth in the interagency agreement.

If eminent domain proceedings are initiated and a settlement is negotiated prior to a court determination, the maximum settlement in which DISTRICT will participate is the higher appraisal, as long as it was based on sound appraisal principles and data and was considered reasonable and valid, plus costs incurred to date that would normally be the responsibility of a condemning agency. Such costs may include filing fees, expert witness fees, and non-expert witness fees.

2. DISTRICT IS PURCHASING AGENCY

The same policy and procedure as set forth above shall be the case except that DISTRICT is the purchasing agency. Specifically,

A. When approved by the Board of Directors DISTRICT may acquire by purchase or condemnation, title to, easements over, or right of entry to real property needed for the

approved flood control purpose. Such property shall be described by the use of a boundary survey.

B. DISTRICT shall cause an appraisal to be made by an appraiser of the property subject to acquisition. The appraiser shall possess an MAI designation for acquisitions estimated to cost more than $10,000. An appraisal is not necessarily required for acquisitions less than $1,000 or for right of entry permits being sought for maintenance purposes. In most of these cases the right of entry permit is temporary in nature and involves little or no funds.

C. The property owner should be advised informally and as early as possible of the interest of DISTRICT in acquisition of the property. Preliminary negotiations as appropriate should be held with the owner(s) before the appraisal is completed.

D. Negotiations shall be continued with the owner(s) on the basis of the appraisal (except for right of entry and acquisitions less than $1,000). If the appraisal price is unacceptable to owner, DISTRICT, in accordance with § 38-1-121, CRS 1973, shall provide a formal notice of intent to acquire the property together with a description of the property to be acquired to anyone having an interest of record in the property involved. Such owner(s) may employ an appraiser of their choosing to appraise the property to be acquired. Such appraisal shall be made using sound, fair, and recognized appraisal practices which are consistent with law. If a copy of the appraisal obtained by the property owner(s) is submitted to DISTRICT within 90 days of the date the formal notice was provided, DISTRICT shall pay the reasonable costs of the appraisal.

E. Assuming the second appraisal is based on sound appraisal principles and data and is reasonable and valid, DISTRICT shall negotiate a purchase price between the two appraisals, with the price of the land or property actually taken being the fair market value thereof. Factors such as the effect of time between the dates of the two appraisals, the basis for each appraisal, and ameliorating factors that can be handled during construction work (if any is to take place) shall be considered.

F. In those cases where the property owner and DISTRICT cannot agree on a price representing the fair market value somewhere between the two appraisals DISTRICT may:

1. Decide not to pursue the purchase, or
2. Initiate and conduct eminent domain proceedings in any court having jurisdiction, under such statutes and in such manner as DISTRICT deems necessary and proper to protect the interests of DISTRICT.

   If eminent domain proceedings are initiated and a settlement is negotiated prior to a court determination, the settlement shall not exceed the total of the highest appraisal, assuming it is based on sound appraisal principles and data and is reasonable and valid, plus costs incurred to date that would normally be the responsibility of a condemning agency. Such costs might include filing fees, expert witness fees, and non-expert witness fees.

SAMPLE

AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FIRST CREEK DETENTION IN CITY OF AURORA,
ARAPAHOE COUNTY

Agreement No. 09-11.06

Exhibit C

MEMORANDUM

This MEMORANDUM is entered into this _____ day of _____, 20__ by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, a quasi-governmental entity, whose address is 2480 West 26th Avenue, Suite 156-B, Denver, Colorado 80211 (hereinafter called "DISTRICT") and _____, a governmental entity, whose address is _____ (hereinafter called "COUNTY") and collectively known as "PARTIES";

WHEREAS, PARTIES entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for _____," Agreement No. _____ on or about _____, 20__, (hereinafter called "AGREEMENT"); and

WHEREAS, AGREEMENT is unrecorded, however PARTIES have agreed in AGREEMENT to record this MEMORANDUM in the records of the Clerk and Recorder of _____, State of Colorado, in order to put all who inquire on notice of AGREEMENT and in particular Paragraph 7.C of AGREEMENT; and

WHEREAS, in AGREEMENT, PARTIES agreed to participate equally (up to a maximum of $_____ each) in the cost of the construction of drainage and flood control improvements for _____ within COUNTY boundaries which include _____ (hereinafter called "PROJECT"); and

WHEREAS, construction of PROJECT may require the acquisition by COUNTY of real property; and

WHEREAS, AGREEMENT further provides that COUNTY will own all real property required to construct the improvements and that COUNTY ownership of that real property shall be subject to the terms and conditions of AGREEMENT and in particular Paragraph 7.C of AGREEMENT; and

WHEREAS, Paragraph 7.C of AGREEMENT provides in appropriate part as follows:

"7.C. Ownership of Property and Limitation of Use. COUNTY shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. COUNTY may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, COUNTY disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement, changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement, or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement, and COUNTY has not obtained the written approval of DISTRICT, prior to such action, COUNTY shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at COUNTY's sole expense. In the event COUNTY breaches the terms and provisions of this Paragraph 7.C and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against COUNTY for specific performance of this portion of the Agreement."; and

WHEREAS, COUNTY has just acquired the real property described in Exhibit Z attached hereto and incorporated herein by reference, as if set forth verbatim herein, pursuant to the terms and conditions of AGREEMENT for the construction of PROJECT; and

WHEREAS, PARTIES intend that the terms and provisions of AGREEMENT, including but not limited to Paragraph 7.C of AGREEMENT set forth verbatim above, shall apply to and control the real property described in Exhibit Z.

IT HAS BEEN AGREED previously in AGREEMENT by and between PARTIES that the terms and provisions of AGREEMENT, including but not limited to Paragraph 7.C of AGREEMENT set forth verbatim above shall apply to and control the real property described in Exhibit Z, now owned by COUNTY and that this MEMORANDUM be placed of record for the purposes of encumbering the real property described in Exhibit Z with the limitations and restrictions set forth in this MEMORANDUM.

This MEMORANDUM is not a complete summary of AGREEMENT. Provisions in this MEMORANDUM shall not be used in interpreting AGREEMENT's provision. In the event of conflict between this MEMORANDUM and the unrecorded AGREEMENT, the unrecorded AGREEMENT shall control.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By_____

ATTEST: Title Executive Director

_____ Date_____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20__, by

_____.

WITNESS my hand and official seal.

(SEAL) _____

Notary Public

My Commission Expires _____.

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FIRST CREEK DETENTION IN CITY OF AURORA,
ARAPAHOE COUNTY

Agreement No. 09-11.06A

THIS AGREEMENT, made this 28 TH day of DECEMBER, 2010, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA acting by and through its utility enterprise (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for First Creek Detention in City of Aurora, Arapahoe County" (Agreement No. 09-11.06) dated November 8, 2010, as amended; and

WHEREAS, PARTIES now desire to begin funding construction; and

WHEREAS, PARTIES desire to increase the level of funding by $200,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 50, Series of 2010); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/ easements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed $600,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

ITEM		AMOUNT
1.	Final Design	$150,000
2.	Right-of-way	400,000
3.	Contingency	50,000

Grand Total	$600,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	50.00%	$200,000	$100,000	$300,000
CITY	50.00%	$200,000	$100,000	$300,000
TOTAL	100.00%	$400,000	$200,000	$600,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CITY - $300,000; DISTRICT - $300,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 09-11.06 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By Paul A Hindman

ATTEST:

Title Executive Director

Date 12/30/10

David Bunetta



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

Edward J. Tauer, Mayor — Date 12/28/10

ATTEST:

~~Debra A. Johnson, City Clerk~~ acting city clerk — Date 12/28/10

APPROVED AS TO FORM FOR AURORA:

Christine McKenney, Assistant City Attorney — Date 12-23-10

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28 day of December, 2010, by Edward J. Tauer, 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. Notary Public

My commission expires: 09/01/2014

(SEAL) KAY NEWBERG-MCMAINS NOTARY PUBLIC STATE OF COLORADO

COPY

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FIRST CREEK DETENTION UPSTREAM OF I-70 IN CITY OF AURORA,
ARAPAHOE COUNTY

Agreement No. 09-11.06B

THIS AGREEMENT, made this 25TH day of MAY, 2011, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA acting by and through its Utility Enterprise (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for First Creek Detention in City of Aurora, Arapahoe County" (Agreement No. 09-11.06) dated November 8, 2010, as amended; and

WHEREAS, PARTIES now desire to continue funding of Design and Right-of-way Acquisition; and

WHEREAS, PARTIES desire to increase the level of funding by $300,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 18, Series of 2011); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/ easements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed $900,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	ITEM	AMOUNT
1.	Final Design	$220,000
2.	Right-of-way	590,000

3. Contingency 90,000

Grand Total $900,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	50.00%	$300,000	$150,000	$450,000
CITY	50.00%	$300,000	$150,000	$450,000
TOTAL	100.00%	$600,000	$300,000	$900,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CITY - $450,000; DISTRICT - $450,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 09-11.06 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By Paul N Hindman

ATTEST:

Title Executive Director

Date 5/25/11



CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS

UTILITY ENTERPRISE

Edward J. Tauer, Mayor — Date 5/17/11

ATTEST:

Debra A. Johnson, City Clerk — Date 5/18/11

APPROVED AS TO FORM FOR AURORA:

Christine McKenney, Assistant City Attorney — Date 5.16.11 — ACS # 11038526

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 18th day of May, 2011, by Edward J. Tauer, 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.

Notary Public

My commission expires: 04/20/2012

(SEAL)

JEAN M. RUSSELL NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 04/20/2012

DCM
Originals
RGB

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FIRST CREEK DETENTION UPSTREAM OF I-70 IN CITY OF AURORA,
ARAPAHOE COUNTY

Agreement No. 09-11.06C

THIS AGREEMENT, made this 10TH day of SEPTEMBER, 2012, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA acting by and through its Utility Enterprise (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for First Creek Detention in City of Aurora, Arapahoe County" (Agreement No. 09-11.06) dated November 8, 2010, as amended; and

WHEREAS, PARTIES now desire to construct improvements; and

WHEREAS, PARTIES desire to increase the level of funding by $1,200,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 32, Series of 2012); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed $2,100,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	ITEM	AMOUNT
1.	Final Design	$330,000
2.	Right-of-way	590,000
3.	Construction	970,000
4.	Contingency	210,000
	Grand Total	$2,100,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	50.00%	$450,000	$ 600,000	$1,050,000
CITY	50.00%	$450,000	$ 600,000	$1,050,000
TOTAL	100.00%	$900,000	$1,200,000	$2,100,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CITY - $1,050,000; DISTRICT - $1,050,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 09-11.06 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

(SEAL)

ATTEST:

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By Paul A Andrews

Title Executive Director

Date 9/10/12

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

Stephen D. Hogan, Mayor — 8/29/12 Date

ATTEST:

Janice Napper, City Clerk — Date 9/4/12

APPROVED AS TO FORM FOR AURORA:

Christine McKenney, Assistant City Attorney — 8/30/12 Date — 10034091 ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 29th day of August, 2012, by Stephen D. Hogan, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. Jean M Russell
Notary Public

My commission expires: 04/20/2016

(SEAL)

JEAN M RUSSELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004011854
MY COMMISSION EXPIRES 04/20/2016

Originals
DCM
RGB

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FIRST CREEK DETENTION UPSTREAM OF I-70 IN CITY OF AURORA,
ARAPAHOE COUNTY

Agreement No. 09-11.06D

THIS AGREEMENT, made this 7TH day of NOVEMBER, 2013, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA acting by and through its Utility Enterprise (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for First Creek Detention in City of Aurora, Arapahoe County" (Agreement No. 09-11.06) dated November 8, 2010, as amended; and

WHEREAS, PARTIES now desire to construct improvements; and

WHEREAS, PARTIES desire to increase the level of funding by $840,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 34, Series of 2013); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed $2,940,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	ITEM	AMOUNT
1.	Final Design	$ 330,000
2.	Right-of-way	590,000
3.	Construction	1,720,000
4.	Contingency	300,000
	Grand Total	$2,940,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	50.00%	$1,050,000	$420,000	$1,470,000
CITY	50.00%	$1,050,000	$420,000	$1,470,000
TOTAL	100.00%	$2,100,000	$840,000	$2,940,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CITY - $1,470,000; DISTRICT - $1,470,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 09-11.06 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By Paul A Hindman

ATTEST:

Title Executive Director

David Bunetta

Date 11/7/13

THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
Seal
COLORADO

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

Stephen D. Hogan — Date 10/31/13

ATTEST:

Janice Napper, City Clerk — Date 10/31/13

APPROVED AS TO FORM FOR AURORA:

Christine McKenney, Assistant City Attorney — Date August 26, 2013 — ACS # 13033274

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 31st day of October, 2013, by Stephen D. Hogan, Mayor, and attested by Janice Napper, as City Clerk, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. Debbie McKay
Notary Public

My commission expires: 5-28-2016

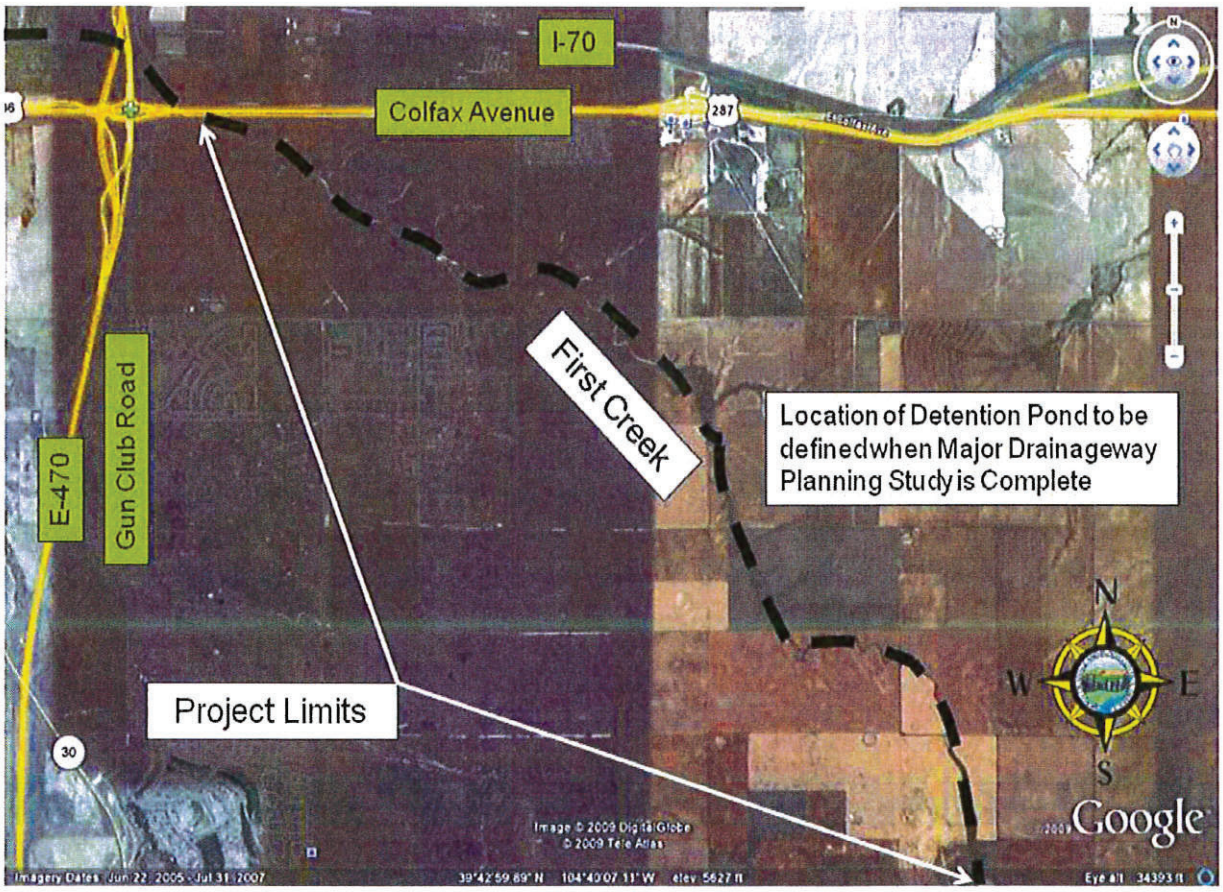
(SEAL)

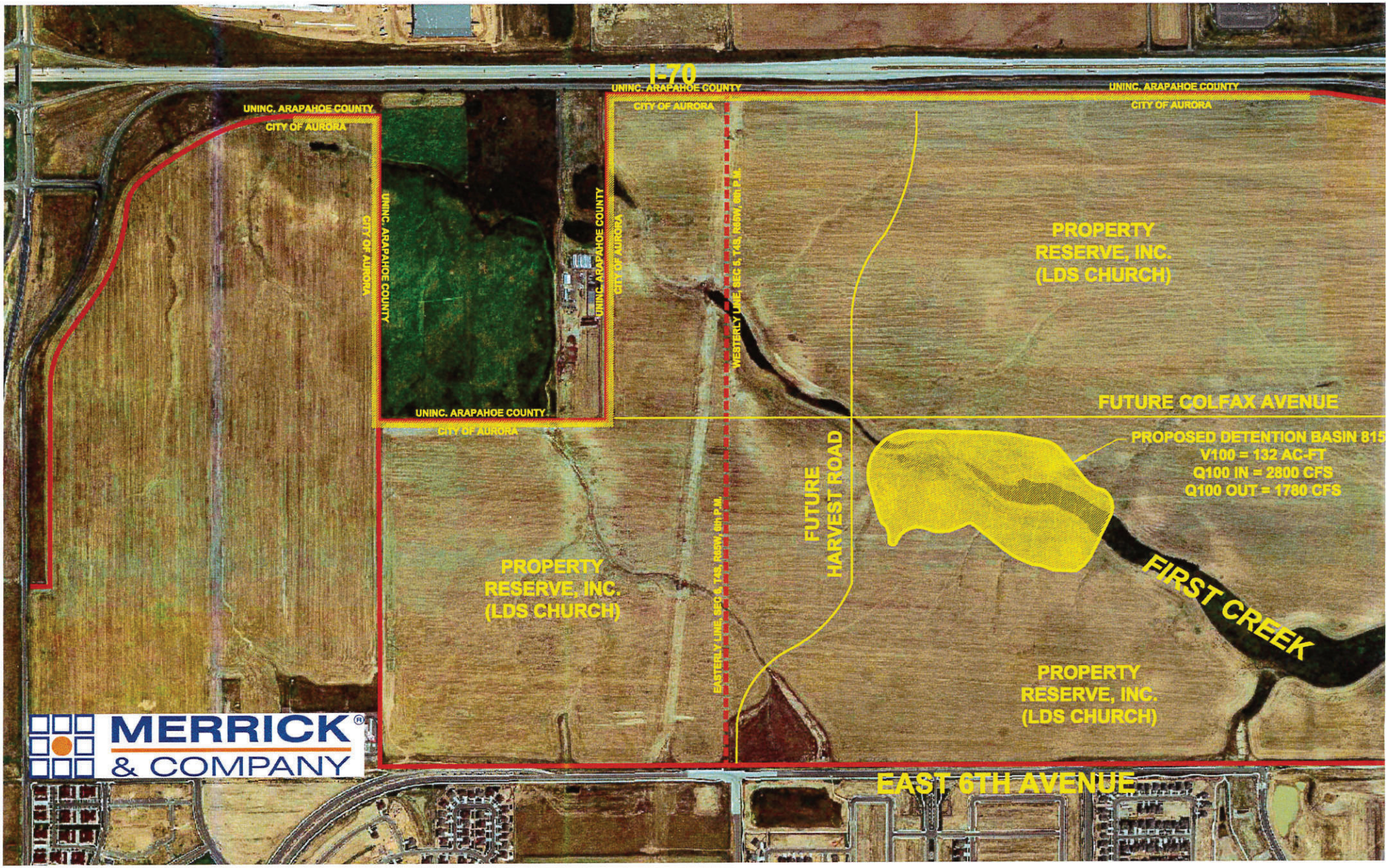
DEBBIE McKAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084012168
MY COMMISSION EXPIRES 05/28/2016

AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FIRST CREEK DETENTION IN CITY OF AURORA,
ARAPAHOE COUNTY

Agreement No. 09-11.06

Exhibit A




I-70
UNINC. ARAPAHOE COUNTY
CITY OF AURORA
UNINC. ARAPAHOE COUNTY
CITY OF AURORA
UNINC. ARAPAHOE COUNTY
CITY OF AURORA
UNINC. ARAPAHOE COUNTY
CITY OF AURORA
UNINC. ARAPAHOE COUNTY
CITY OF AURORA
WESTERLY LINE SEC 6, T4S, R65W, 6th P.M.
PROPERTY
RESERVE, INC.
(LDS CHURCH)
FUTURE COLFAX AVENUE
PROPOSED DETENTION BASIN 815
V100 = 132 AC-FT
Q100 IN = 2800 CFS
Q100 OUT = 1780 CFS
FUTURE
HARVEST ROAD
EASTERLY LINE, SEC 6, T4S, R65W, 6th P.M.
PROPERTY
RESERVE, INC.
(LDS CHURCH)
FIRST CREEK
PROPERTY
RESERVE, INC.
(LDS CHURCH)
EAST 6TH AVENUE
MERRICK
& COMPANY

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FIRST CREEK DETENTION UPSTREAM OF I-70 IN CITY OF AURORA,
ARAPAHOE COUNTY

Agreement No. 09-11.06E

THIS AGREEMENT, made this 21 ST day of AUGUST, 2014, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA acting by and through its Utility Enterprise (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for First Creek Detention in City of Aurora, Arapahoe County" (Agreement No. 09-11.06) dated November 8, 2010, as amended; and

WHEREAS, PARTIES now desire to construct improvements; and

WHEREAS, PARTIES desire to increase the level of funding by $758,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 18, Series of 2014); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed $3,698,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	ITEM	AMENDED	PREVIOUSLY AMENDED
1.	Final Design	$ 330,000	$ 330,000
2.	Right-of-way	590,000	590,000
3.	Construction	2,478,000	1,720,000
4.	Contingency	300,000	300,000
	Grand Total	$3,698,000	$2,940,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	50.00%	$1,470,000	$379,000	$1,849,000
CITY	50.00%	$1,470,000	$379,000	$1,849,000
TOTAL	100.00%	$2,940,000	$758,000	$3,698,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CITY - $1,849,000; DISTRICT - $1,849,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 09-11.06 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By Paul A Hindman

ATTEST:

David Bunnell

Title Executive Director

Date 8/21/14



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

Stephen D. Hogan — Date 8/13/14

ATTEST:

for Karen Goldman, Deputy — 13 Aug 14
Janice Napper, City Clerk — Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney — 5.27.14 — 14034799
Christine McKenney, Assistant City Attorney — Date — ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13TH day of August, 2014, by Stephen D. Hogan, Mayor, and attested by ~~Janice Napper~~ Karen Goldman Deputy, 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: 04/20/2016

(SEAL) JEAN M RUSSELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004011854
MY COMMISSION EXPIRES 04/20/2016

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
FIRST CREEK DETENTION UPSTREAM OF I-70 IN CITY OF AURORA,
ARAPAHOE COUNTY

Agreement No. 09-11.06J
Project No. 100260

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA acting by and through its Utility Enterprise (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for First Creek Detention in City of Aurora, Arapahoe County" (Agreement No. 09-11.06) dated November 8, 2010, as amended; and

WHEREAS, PARTIES now desire to construct improvements; and

WHEREAS, PARTIES desire to increase the level of funding by $800,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 32, Series of 2019); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed Six Million Eight Hundred Ninety Eight Thousand Dollars ($6,898,000) without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	ITEM	AMENDED	PREVIOUSLY AMENDED
1.	Final Design	$ 330,000	$ 330,000
2.	Right-of-way	1,990,000	1,990,000
3.	Construction	4,078,000	3,278,000
4.	Contingency	500,000	500,000
	Grand Total	$6,898,000	$6,098,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	50.00%	$3,049,000	$400,000	$3,449,000
CITY	50.00%	$3,049,000	$400,000	$3,449,000
TOTAL	100.00%	$6,098,000	$800,000	$6,898,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CITY - $3,449,000; DISTRICT - $3,449,000) shall be made to DISTRICT subsequent to execution of this Agreement and within thirty (30) days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 09-11.06 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

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

_____ _____
Bob LeGare, Mayor Date

ATTEST:

_____ _____
Stephen J. Ruger, City Clerk Date

APPROVED AS TO FORM FOR AURORA:

Stephanie Neitzel 4/19/19 19035295
Stephanie Neitzel, Assistant City Attorney Date ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Bob LeGare, 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)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") made and entered into as of the Effective Date (as defined below), between the CITY OF AURORA, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas (the "City"), 15151 E. Alameda Parkway, Aurora, CO 80012 and MCENIRY VENTURES, LLC, a Colorado limited liability company ("Owner"), 16612 E. Prentice Circle, Centennial, CO 80015.

RECITALS

A. WHEREAS, Owner owns certain real property in the City of Aurora, Arapahoe County, State of Colorado; and

B. WHEAREA, the City seeks to acquire the Property (defined below) to construct drainage improvements for the First Creek drainage area; and

C. WHEREAS, subject to the terms of this Agreement, Owner agrees to sell and the City agrees to purchase the Property in lieu of, and under threat of condemnation, for public purposes.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the accuracy of the above Recitals, and as follows:

1. **SUBJECT PROPERTY**. Subject to the terms of this Agreement, the City shall purchase and the Owner shall sell the real property generally located at 24450 E. Colfax Avenue, Aurora, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, in an "AS-IS" condition together with (i) all easements, rights of way and vacated roads, streets and alleys appurtenant to the property; (ii) all buildings, fixtures and improvements on the property; and (iii) all of Owner's right, title and interest in and to all utility taps, licenses, permits, contract rights, and warranties and guarantees associated with the property (collectively "Property").

The City expressly agrees and acknowledges that the City is buying the Property subject to the following: (i) that certain Ground Lease between American Quality Landscape Maintenance Inc, as Landlord, and Pioneer Sand Company, Inc., as Tenant, dated August 2, 2005, as amended and assigned (the "Ground Lease"), and (ii) that certain Lease between McEniry Ventures, LLC, as Landlord, and YP Productions, LLC, as Tenant, dated January 7, 2016 ("Property Lease", and together with the Ground Lease, the "Leases").

2. **PURCHASE PRICE.** The total purchase price for the Property to be paid by the City at Closing (as defined below) as just compensation is Two Million and no/100 dollars ($2,000,000.00) ("Purchase Price"), which may be paid by cash, check, wire transfer or other good funds.

Within ten (10) days following the execution of this Agreement by each of the Parties, the City shall deliver to Owner as earnest money and partial payment of the Purchase Price the sum of Twenty Thousand and no/100 dollars ($20,000.00) (the "Deposit"). In the event the transaction herein contemplated is consummated, the Deposit shall be fully credited to the Purchase Price. In the event the transaction herein contemplated is not consummated for any reason other than the City's breach hereof, the Deposit shall be immediately refunded to the City by Owner.

3. **ENVIRONMENTAL CONDITION.**

a. Environmental Review. City, at its sole option and expense, may conduct or cause to be conducted environmental audits and perform other environmental tests on the Property to identify any existing or potential environmental problems located in, on, or under the Property, including but not limited to, the presence of Hazardous Waste, Hazardous Substances or Toxic Substances. Owner hereby grants the City and any of its employees and consultants access to the Property to perform such audits and tests, provided the City provides Owner with at least 24 hours telephonic notice prior to accessing the Property.

b. Notice of Unacceptable Environmental Conditions, Cure, City Election. By the deadline set forth in paragraph 7(b), the City shall give notice to Owner of any unacceptable environmental condition relating to the Property. At Owner's sole cost and expense, Owner, shall cure such unacceptable environmental conditions by the deadline set forth in paragraph 7(c) to the City's satisfaction. In the event Owner declines to cure the unacceptable environmental conditions by the date set forth in paragraph 7(c), the City, in its sole discretion, may elect to waive such unacceptable conditions and proceed to Closing by the deadline set forth in paragraph 7(d) or treat this Agreement as terminated with no further obligation on the part of either party except for those obligations that survive such termination.

4. **INSPECTION/SURVEY**. The City has the right to inspect the physical condition and have an ALTA survey conducted of the Property. This right to inspect is in addition to the right of the City to obtain an environmental audit. The City will use commercially reasonable efforts to not disturb Owner's or its tenants' business at the Property during any such inspection. The City shall give notice of any unacceptable physical or survey condition of the Property to Owner by the deadline set forth in paragraph 7(b). At Owner's sole cost and expense, Owner shall cure such unacceptable physical or survey condition by the deadline in paragraph 7(c) to the City's satisfaction. In the event Owner declines to cure the unacceptable physical or survey conditions by the date set forth in paragraph 7 (c), the City, at its sole discretion, may elect to waive such unacceptable physical or survey condition by the date set forth in paragraph 7(d) and proceed to Closing by the deadline set forth in paragraph 7(d) or treat this Agreement as terminated with no further obligation on the part of either party except for those obligations that survive such termination. The City will cause its contractors, consultants, surveyors or any other third parties who come onto the Property to inspect the Property under this paragraph 4 to indemnify, defend and hold harmless Owner from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including without limitation, reasonable attorney's fees and costs, due to or arising from such party's investigations and inspections of the Property, which obligation will survive the Closing or the termination of this Agreement.

5. **TITLE.**

a. Title Review. The City has obtained a commitment for an owner's title insurance policy for the Property, including updates thereto, and all copies or abstracts of instruments or documents identified in the commitment ("Title Documents"). The City has the right to review the Title Documents. The City will provide Owner with a copy of the title commitment for the Property.

b. Matters Not Shown by the Public Records. By the deadline set forth in paragraph 7(a), Owner shall deliver to the City complete and accurate copies of the Leases, and any other lease(s) and survey(s) in Owner's possession pertaining to the Property and shall disclose, in writing, to the City all easements, liens or other title matters not shown by the public records of which Owner has actual knowledge.

c. Notice of Unacceptable Condition, Cure, and City Elections. The City shall give notice of any unacceptable condition of title to Owner by the deadline set forth in paragraph 7(b). At Owner's sole cost and expense, Owner shall cure such unacceptable conditions by the date in paragraph 7(c) to the City's satisfaction. In the event Owner declines to cure such unacceptable conditions by the date in paragraph 7(c), the City in its sole discretion and by the date set forth in paragraph 7(d), may elect to waive such unacceptable conditions and proceed to Closing or treat this Agreement as terminated with no further obligation on the part of either party except for the obligations that survive such termination.

6. **CLOSING PRE-CONDITIONS.**

a. Owner shall fully cooperate with the City to do all things necessary, including execute commercially reasonable affidavits as necessary and provide adequate assurances necessary for removal of the standard exceptions to title. Owner's obligation to execute the necessary affidavits and provide adequate assurances for the removal of the standard exceptions from the title insurance to be issued are conditions precedent to the City's obligation to purchase the Property. If Owner does not provide the adequate assurances by the date in paragraph 7(d), the City may elect to waive the failure to provide the adequate assurances and proceed to Closing or treat this Agreement as terminated with no further obligation on the part of either party except for the obligations that survive such termination.

b. The City will promptly commence and diligently pursue obtaining formal approval to this Agreement by the Aurora City Council. If the City does not obtain such approval by June 15, 2016, then either party may terminate this Agreement by written notice to the other party with no further obligation on the part of either party except for the obligations that survive such termination.

c. The tenant under the Property Lease and the Tenant under the Ground Lease each has a right of first refusal to purchase a portion of the Property covered in their respective Leases. Upon the execution of this Agreement, Owner will promptly give e tenant written notice of the sale of the Property along with a copy of this Agreement. Owner will notify the City promptly if the tenant does or does not exercise its right of first refusal to purchase the Property. If the tenant does exercise its right of first refusal in accordance with the terms of the Property Lease, then this Agreement will terminate with no further obligation on the part of either party except for the obligations that survive such termination.

7. **SCHEDULE.**

a. Owner's Disclosure. Owner may deliver any documents and make the disclosures required by paragraph 5(b) by no later than 5 p.m. local time ten (10) days from the date Owner executes this Agreement.

b. City's Objection Notice. The City shall notify Owner in writing of any unacceptable environmental, physical, survey, title conditions and all other unacceptable matters by 5 p.m. local time, ten (10) days from receipt of Owner's disclosures.

c. Owner's Cure. Owner shall have until no later than 5 p.m. local time ten (10) days from the receipt of City's objection notice to cure all the unacceptable conditions set forth in the objection notice or to send the City written notice that Owner has elected not to cure any such unacceptable conditions.

d. City's Election. The City shall elect to waive any uncured objections and proceed to Closing or to terminate this Agreement within two (2) business days of the deadline to cure established in paragraph 7(c) above. If the City does not respond within such time, the City will be deemed to have elected to waive any uncured objections.

8. **DATE OF CLOSING**. The date of closing will be on a date mutually agreed upon by the Parties, but no later than ten (10) days after the later of (i) City's election in paragraph 7(d) above, and (ii) the City obtaining formal approval to this Agreement by the Aurora City Council, but in no event later than July 1, 2016 ("Closing"); provided, however, that the Closing date may be changed by the City's Manager of Real Property with agreement of Owner. The Closing will be held at a time and place agreed to by the Parties.

9. **OMITTED.**

10. **TRANSFER OF TITLE.**

a. Subject to tender of the Purchase Price at Closing and compliance with the other terms and provisions of this Agreement, at Closing Owner shall execute and deliver to the City a special warranty deed in substantially the form of **Exhibit B** attached hereto and incorporated herein by reference, conveying the Property free and clear of all taxes (except those that are not yet due and payable) and free and clear of all monetary liens: (i) except those matters accepted by the City in accordance with the provisions in this Agreement; (ii) except those rights, if any, of third parties in the Property not shown by the public records accepted by the City in a accordance with this Agreement; and (iii) subject to applicable building and zoning regulations.

b. Transfer of Title is conditioned upon the Parties' execution and delivery of: (i) an Assignment and Assumption of Ground Lease in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference and (ii) an Assignment and Assumption of Property Lease in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference.

11. **POSSESSION.** Possession of the Property shall be delivered to the City at Closing, subject to the Leases.

12. **REPRESENTATIONS**. Owner warrants and represents that as of Closing:

a. Except for the Leases, there are no other parties in possession of the Property and the City shall have possession as of Closing or as otherwise agreed to herein; and

b. Except as set forth in this Agreement and the Leases, there are no other known parties of interest, including leasehold interests, in the Property; and

c. There is no known condition existing with respect to the Property or its operation, that with Owner's actual knowledge violates any law, rule regulation, code or ruling of the local jurisdiction, the State of Colorado, the United States, or any agency or court thereof; and

d. To the best of Owner's actual knowledge and except as set forth in this Agreement, there is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Owner against or otherwise affecting the Property, nor does Owner know of any grounds for any such litigation, proceeding or investigations; and

e. To the best of Owner's actual knowledge, each and every document, schedule, item, and other information delivered or to be delivered by Owner to the City or made available to the City for inspection under this Agreement is complete; and

f. Owner has provided the City with a copy of the Leases and, to the best of Owner's actual knowledge, Owner has provided the City with a copy of all other leases or rental agreement and all other

agreements and documents not shown in the real property records relating to the Property, or to any part thereof; and

g. To the best of Owner's actual knowledge, Owner has notified the City of all improvements, real or personal, on the Property not owned by Owner and Owner warrants to the City that it is the lawful owner of all other improvements located in or on the Property and is entitled to the Purchase Price as compensation for the same; and

h. To the best of Owner's actual knowledge, Owner has notified the City of all claims of possession not show by record, as to any part of the Property; and

i. With respect to environmental matters, except as previously disclosed herein, to the best of Owner's actual knowledge:

i. No part of the Property has ever been used as a landfill by Owner; and

ii. Owner has no reason to believe or suspect and has no actual knowledge of the presence of asbestos-contaminated soils existing within the Property; and

iii. Except as otherwise reported by an environmental report, Owner has no actual knowledge or information that the Property is or may be contaminated with any hazardous or toxic substances; and

iv. Owner has received no written or official notification that the Property is subject to any federal, state or local lien, proceedings, claim, liability or action or the threat or likelihood thereof, for the cleanup, removal, or remediation of any hazardous or toxic substances from the Property; and

v. Owner has no actual knowledge or information as to any storage tanks on or beneath the Property; and

vi. By selling the Property, Owner does not transfer, nor is it released from, any liability for the cleanup, removal, or remediation of any hazardous or toxic substances from the Property or any liability, cost, or expense for the oversight, management, and removal of any asbestos (including asbestos-contaminated soils) or underground storage tank from the Property, to the extent such liability may exist under federal, state, or local law.

j. In this Agreement, "Owner's actual knowledge" means the actual knowledge of Sean McEniry with no duty of inquiry. Owner represents and warrants that Sean McEniry is the sole member and manager of Owner and is knowledgeable with respect to Owner as to the matters covered by the representations and warranties in this paragraph 12. No personal liability or obligation may be asserted against or is in any manner assumed by Sean McEniry, however, and any liability or obligation will remain solely the liability and obligation of Owner as specified in this Agreement.

13. **PAYMENT OF ENCUMBRANCES**. Owner is responsible for paying all encumbrances at or before Closing from the proceeds of this transaction or from any other source.

14. **CLOSING COSTS, DOCUMENTS AND SERVICES**. The City shall pay for any title insurance policy to be issued on the Property for the benefit of the City and all fees for real estate closing services. The City and Owner shall sign and complete all customary or required documents at or before Closing including the Deed.

15. **PRORATIONS**.

a. Since the tenants under the Leases will continue in possession of the Property after the Closing as tenants and will be responsible for all utilities, no proration of taxes or utilities will be done at Closing.

b. Rents actually collected by Owner under the Property Lease prior to Closing shall be prorated as of the Closing Date. Deferred Rent (as defined in the Property Lease) will belong to the City and will not be prorated, and in return Owner shall retain the Security Deposit (as defined under the Property Lease) under the Property Lease. City agrees to be responsible for returning the Security Deposit to Tenant at the end of the Property Lease.

c. There will be no proration of Rent under the Ground Lease.

16. **TIME IS OF THE ESSENCE/REMEDIES**. Time is of the essence. All the agreements and representations set forth in this Agreement shall be binding upon and for the benefit of each party's successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation under this Agreement is not performed or waived as provided in this Agreement, there shall be the following remedies:

a. If City Is In Default. Owner may treat this Agreement as canceled and retain the Deposit, and the Parties shall thereafter be released from all obligations under this Agreement except for the obligations that survive such termination. Owner expressly waives the remedies of specific performance and damages.

b. If Owner Is In Default. The City may elect either to (i) treat this Agreement as canceled, in which case all payments and things of value received under this Agreement shall be returned and the Parties shall thereafter be released from all obligations under this Agreement except for the obligations that survive such termination, or (ii) treat this Agreement as being in full force and effect and seek specific performance or damages, including delay damages and attorney fees, except that in no event will Owner be responsible for special, punitive or exemplary damages.

17. **TERMINATION**. If this Agreement is terminated (other than for breach by the City), all payments and things of value received under this Agreement shall be returned as set forth herein and the Parties shall be relieved of all obligations under this Agreement except for the obligations that survive such termination.

18. **AUTHORITY TO EXECUTE**. Owner represents that the person(s) who have executed this Agreement have all necessary and sufficient authority to bind Owner.

19. **COOPERATION OF THE PARTIES**. In the event that any third party brings an action against a party to this Agreement regarding the validity or operation of this Agreement, the other party will reasonably cooperate in any such litigation. Any party named in an action shall bear its own legal costs.

20. **NO BROKER'S FEES**. The City and Owner represent to each other that they have had no negotiations through or brokerage services performed by any broker or intermediary that would require the City to pay any commission or fees. Any arrangements that Owner has with a broker or other intermediary regarding the sale of the Property shall be solely at the cost of Owner.

21. **SEVERABILITY**. The promises and covenants contained in this Agreement are several in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid or

unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement.

22. **WHEN RIGHTS AND REMEDIES NOT WAIVED**. In no event shall any performance under this Agreement constitute or be construed to be a waiver by any party of any breach of covenant or condition or of any default that may then exist. The rendering of any such performance when any breach of default exists in no way impairs or prejudices any right of remedy available with respect to the breach of default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement may be deemed or taken to be a waiver or any other default or breach.

23. **SUBJECT TO LOCAL LAWS; VENUE**. This Agreement is subject to and is to be construed in accordance with the laws of the local jurisdiction and the State of Colorado, including all ordinances, rules and regulations enacted or promulgated pursuant to these state and local provisions. The aforementioned provisions are incorporated into this Agreement by this reference. Venue for any action arising out of this Agreement is in the District Court of the jurisdiction where the Property is located.

24. **NOTICES**. All notices provided for herein must be in writing and be mailed by registered or certified United States mail, postage prepaid, return-receipt requested or sent via overnight delivery to the addresses given below. Notices sent by certified or registered mail or by overnight delivery are effective upon receipt. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to City:
City of Aurora
Manager of Real Property Services
15151 E. Alameda Parkway
Aurora, CO 80012

If to Owner:
McEniry Ventures, LLC
Sean McEniry
16612 E. Prentice Circle
Centennial, CO 80015

With a copy to:
Lowe, Fell & Skogg, and LLC
1099 18th Street, Suite 2950
Denver, CO 80202
Attn: Kenneth Skogg, Esq.

25. **PARTIES' LIABILITIES**. Each party is responsible for any and all suits, demands, costs, or action proximately resulting from its own individual acts or omissions.

26. **RIGHT TO ALTER TIME FOR PERFORMANCE**. The Parties may alter any time for performance set forth in this Agreement by a letter signed by the Director of the Division of Real Estate for the City and an authorized representative of Owner.

27. **AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS**. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment to this Agreement will have any force or affect

whatsoever, unless embodied in writing in this Agreement. Except as expressly provided for in this Agreement, no subsequent notation, renewal, addition, deletion, or other amendment to this Agreement shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties.

28. **THIRD-PARTY BENEFICIARY**. It is the intent of the Parties that no third party beneficiary interest is created in this Agreement except for an assignment pursuant to this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives that would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

29. **REASONABLENESS OF CONSENT OR APPROVAL**. Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either party, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

30. **NO PERSONAL LIABILITY**. No elected official, director, officer, agent or employee of the City nor any director, officer, employee or personal representative of Owner shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

31. **CONFLICT OF INTEREST BY CITY OFFICER**. Owner represents that to the best of Owner's information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

32. **MERGER**. The terms of this Agreement survive Closing and do not merge into the Deed conveying the Property.

33. **CONSTRUCTION**. This Agreement may not be interpreted in favor of or against either Owner or the City merely because of their respective efforts in preparing it. The rule of strict construction does not apply to this Agreement. This instrument is subject to the following rules of construction:

a. Specific gender references are to be read as the applicable masculine, feminine, or gender neutral pronoun.

b. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."

c. "Owner" means "Owners" when more than one person or entity is identified as an owner in this Agreement and each associated verb is to be read as singular or plural as appropriate.

d. The words "Party" and "Parties" refer only to a named party to this Agreement.

e. Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or ordinance as amended or supplemented from time to time and any corresponding provisions of successor statues, regulations, charter or code provisions, or ordinances.

34. **ASSIGNMENT**. The City is not obligated or liable under this Agreement to any party other than Owner as named in this Agreement. Owner understands and agrees that it may not assign any of its rights, benefits, obligations, or duties under this Agreement without the City's prior written approval.

35. **CITY EXECUTION OF AGREEMENT**. This Agreement is subject to, and will not become effective or binding on the City until full execution by all signatories of the City.

36. **COUNTERPARTS**. This Agreement may be executed in two (2) counterparts, each of which is an original and together constitute the same document.

37. **EFFECTIVE DATE**. The effective date shall be the date set forth on the City signature page below.

38. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**. Owner consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

OWNER:

MCENIRY VENTURES, LLC, a Colorado limited liability company

By: _____

Its: PRESIDENT

BUYER:

City of Aurora, CO

By: _____

George K Noe, City Manager

Date: 6-6-16

Approved as to Form:

By: _____

Assistant City Attorney

Reviewed by:

J. Cravens

Real Property Services

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Aurora
_____
_____
_____

(Above space for Recorder's use only)

SPECIAL WARRANTY DEED

THIS DEED, made this _____ day of _____, 2016, between MCENIRY VENTURES, LLC, a Colorado limited liability company, whose address is 16612 E. Prentice Circle, Centennial, Colorado 80015, "Grantor", and CITY OF AURORA, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, whose address is 15151 E. Alameda Parkway, Aurora, CO 80012, Attention: Manager of Real Property Services, "Grantee";

WITNESSETH, That Grantor, for and in consideration of the sum of TEN and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, and Grantee's heirs, successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Arapahoe, State of Colorado, described as follows (the "Property"):

SEE EXHIBIT A, attached hereto and by this reference incorporated herein

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

TO HAVE AND TO HOLD the said Property above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors and assigns forever. Grantor, for Grantor and Grantor's successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND title of the above referenced Property to the Grantee, its heirs and assigns, against all persons claiming the whole or any part thereof, by, through or under Grantor.

[Signature Page Follows]

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

MCENIRY VENTURES, LLC, a Colorado limited liability company

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of MCENIRY VENTURES, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

EXHIBIT C

Form of Assignment and Assumption of Ground Lease

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is entered into to be effective as of the __ day of _____, 2016 (the "**Effective Date**"), by MCENIRY VENTURES LLC, a Colorado limited liability company ("**Assignor**"), and CITY OF AURORA, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas ("**Assignee**").

RECITALS

A. Pursuant to that certain Ground Lease dated August 2, 2005, as amended, renewed, extended, restated, and/or modified from time to time (collectively, the "**Ground Lease**"), Assignor leased the Premises (as defined in the Lease) to Pioneer Sand Company Inc., a Colorado corporation ("**Tenant**").

B. Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated May __, 2016 (the "**Purchase Agreement**"). Pursuant to the Purchase Agreement, Assignor is assigning the Ground Lease to Assignee and Assignee is assuming the obligations under the Ground Lease in accordance with the terms of this Assignment. A copy of the Lease is attached hereto as **Exhibit A**.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption of Lease. Conditioned upon the consummation of the Closing (as defined in in the Purchase Agreement), Assignor hereby assigns its full right, title and interest in and to the Ground Lease to Assignee, to have and to hold the same from the Effective Date for the remaining term of the Ground Lease and renewals thereof, subject to all the terms, covenants, conditions and provisions contained therein. Assignee hereby assumes, and agrees to be bound by all of the covenants, agreements and obligations of Assignor under the Ground Lease, which shall arise or be incurred, or which are required to be performed, on and after the Effective Date. All rights, obligations and liabilities under the Ground Lease arising, accruing or relating to the period before the Effective Date shall be allocated to Assignor and all rights, obligations and liabilities arising, accruing or relating to the period thereafter shall be allocated to Assignee.

2. Further Assurances. It is the intention of the parties hereto that the Ground Lease shall be fully and absolutely transferred by Assignor to Assignee. Assignor and Assignee agree to execute any additional documents that may be reasonably necessary in order to more fully effectuate such transfer.

3. Counterparts. This Assignment may be executed in multiple counterparts.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR:

MCENIRY VENTURES LLC, a Colorado limited liability company

By:_____
Name:_____
Title:_____

ASSIGNEE:

CITY OF AURORA, a Colorado municipal corporation of the counties of Adams, Arapahoe and Douglas

By:_____
Name:_____
Title:_____

EXHIBIT A

GROUND LEASE

GROUND LEASE

BETWEEN

AMERICAN QUALITY LANDSCAPE MAINTENANCE, INC., AS LANDLORD

AND PIONEER SAND COMPANY, INC., AS TENANT

FOR

24550 EAST COLFAX AVENUE

ARAPAHOE COUNTY, COLORADO

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GROUND LEASE

THIS GROUND LEASE (this "Lease") is entered into by and between **AMERICAN QUALITY LANDSCAPE MAINTENANCE, INC.**, a Colorado corporation ("Landlord"), and **PIONEER SAND COMPANY, INC.**, a Colorado corporation ("Tenant").

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. In this Lease, the following defined terms have the meanings set forth for them below or in the section of this Lease indicated below:

"Affiliates" means, with respect to any party, any entities or individuals that control, are controlled by or are under common control with such party, together with its and their respective partners, venturers, directors, officers, shareholders, trustees, trustors, beneficiaries, agents, employees and spouses.

"Base Rent" means the Rent payable according to Section 3.1.

"Base Rent Commencement Date" means the earlier to occur of (a) Tenant opening for regular business in the Premises for the Permitted Use, (b) the expiration of the Contingency Deadline (defined below), as it may be extended; or (c) the date that Tenant obtains the Required Permits (as defined below).

"Brokers" means, collectively, Allen Freedberg of Unique Properties, LLC, representing Landlord, and _____, representing Tenant.

"Building" means the building to be constructed on the Premises by Tenant in accordance with the Plans.

"Commencement Date" means _____, 2005, which is the date as of which this Lease has been duly executed by Landlord and Tenant.

"Common Area" means ~~those areas of the Property designated by Landlord for the common use or benefit of the occupants of the Property, including Landlord.~~ **the access road for the Property that will be designed in accordance with Laws and is anticipated to be 30-35 feet wide. No parking shall be permitted in the Common Areas.**

"County" means the County of Arapahoe, State of Colorado.

"Default Rate" means the Prime Rate plus 5% per annum.

"Encumbrance" has the meaning set forth in Section 13.3.

"Environmental Claims" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations or proceedings relating in any way to any Environmental Law (hereafter, "Claims") or any permit issued under any such Environmental Law, including, without limitation

(i) any and all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Substances or arising from alleged injury or threat of injury to health, safety or the environment.

"Environmental Laws" means any and all Laws relating to, or imposing liability or standards of conduct concerning the protection of, human health, the environment or natural resources, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling, Releases or threatened Releases of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; and the Safe Drinking Water Act, 42 U.S.C. § 300(f), et seq.

"Event of Default" has the meaning set forth in Section 16.1.

"Expiration Date" means (i) if the Base Rent Commencement Date is the first day of a month, the 10-year anniversary of the day immediately preceding the Base Rent Commencement Date; or (ii) if the Base Rent Commencement Date is not the first day of a month, the 10-year anniversary of the last day of the month in which the Base Rent Commencement Date occurs.

"Hazardous Substances" means any and all substances, materials or wastes that are declared to be, or defined or regulated as, hazardous or toxic in or under any Environmental Law.

"Indemnified Matters" has the meaning set forth in Section 5.4(c).

"Improvements" mean any buildings, structures, pavement, lighting fixtures or other improvements now or later installed or constructed upon the Land, including, without limitation, the Building.

"Initial Rent" means a one-time rental payment in an amount equal to $4,500.00 payable according to Section 3.1.

"Land" means that portion of the Property legally described on **Exhibit A** attached hereto and incorporated herein by this referenced.

"Landlord's Address" means:

_____
_____
_____
Attention: _____
Telecopy: _____

"Landlord's Lender" means the lender whose loan to Landlord is secured, in part or in whole, by a deed of trust, mortgage of similar lien on the Land as of the Commencement Date or from time to time thereafter.

"Laws" means any and all present or future federal, state or local laws (including common law), statutes, ordinances, resolutions, rules, regulations, orders, decrees or requirements of any and all governmental or quasi-governmental authorities having jurisdiction.

"Lease Year" means: The first "Lease Year" means the period starting on the Commencement Date and ending on the first anniversary of the of the last day of the month immediately preceding the month in which the Base Rent Commencement Date occurred. Each subsequent "Lease Year" means the one-year period (unless the Base Rent Commencement Date is not the first day of a month, in which event the final "Lease Year" shall be a 13-month period) commencing on an anniversary of the first day of the month in which the Base Rent Commencement Date occurred.

"Leasehold Mortgage" means any mortgage, deed of trust, assignment of rents, assignment of leases, security agreement or other hypothecating instrument encumbering Tenant's interest under this Lease or the leasehold estate in the Premises created hereby, Tenant's rents or other sums due from any subtenants, Tenant's rights under any other agreements executed in connection with Tenant's operation of the Premises, or Tenant's interest in any fixtures, machinery, equipment, Land, buildings, Improvements or other property constituting a part of the Premises.

"Leasehold Mortgagee" means the holder(s) of any promissory note or the obligee(s) of any other obligation secured by a Leasehold Mortgage.

"Permitted Exceptions" means all matters of record affecting the Property.

"Permitted Leasehold Mortgage" has the meaning set forth in Section 12.2(a).

"Permitted Sublease" has the meaning set forth in Section 12.1.

"Permitted Subtenant" has the meaning set forth in Section 12.1.

"Permitted Transfers" has the meaning set forth in Section 12.1.

"Permitted Transferee" has the meaning set forth in Section 12.1.

"Permitted Use" means the retail and wholesale sale of non-organic landscape materials and, provided that Tenant purchases all **live** plant ~~and organic landscape~~ material **and containers** from Landlord, the retail sale or re-wholesale (meaning at a wholesale price higher than Landlord's wholesale price) of **live** plant ~~and organic landscape~~**material, planters and containers. Landlord and Tenant agree to cooperate in good faith with one another concerning Tenant's pricing of such** material. In no event may Tenant sell **live** plant ~~and organic landscape~~ material **and containers** unless Tenant purchases the same from Landlord and does the same in accordance with the preceding sentence~~.~~**; provided, however, that Tenant may purchase live plant material and containers from another supplier if Landlord's pricing on (a) trees, shrubs and perennials is greater than that being charged by Alameda Wholesale Nursery, and (b) annuals, planters, containers and all other items is greater than that being charged by Welby Garden Centers. Nothing contained in this Section shall require Tenant to sell live plant material. In addition to the foregoing, if Tenant desires to sell live plant material that Landlord does not carry (or does not carry a similar or like kind item), Tenant may not sell such live plant material that Landlord does not carry unless Tenant has first given Landlord a notice that Tenant desires to sell such plant material and gives Landlord a one-year period to produce a like-kind plant material.**

"Plans" has the meaning set forth in Section 4.1(b)

"Premises" means the Land and all Improvements.

"Prime Rate" means the rate of interest announced from time to time by U.S. Bank National Association, or any successor to it, as its prime rate. If U.S. Bank National Association, or any successor to it ceases to announce a prime rate, Landlord will designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

"Property" means the real property legally described on **Exhibit B** attached hereto and incorporated herein by this referenced.

"Qualified Mortgagee" means the Leasehold Mortgagee of a Permitted Leasehold Mortgage who notifies Landlord of its name, its address for notices and the fact that it is a Leasehold Mortgagee of a Permitted Leasehold Mortgage and includes with such notice a copy of the Permitted Leasehold Mortgage by virtue of which it became a Leasehold Mortgagee. There may only be one Qualified Mortgagee at any time during the Term and, if more than one Leasehold Mortgagee so notifies Landlord of its Permitted Leasehold Mortgage, then the Leasehold Mortgagee whose Permitted Leasehold Mortgage was recorded first in the real property records of Jefferson County, Colorado, will be the Qualified Mortgagee.

"Release" means disposing, discharging, injecting, spilling, leaking, leaching, dumping, emitting, escaping, emptying, seeping, placing or the like, into or upon any land, surface water, groundwater or air, or otherwise entering into the environment.

"Rent" means Base Rent and all other amounts required to be paid by Tenant under this Lease.

"Second Initial Rent Payment" means a one-time rental payment in an amount equal to $4,500.00 payable according to Section 2.3.

"Substantial Taking" means a Taking pursuant to which so much of the Premises will be taken that Tenant cannot reasonably thereafter operate the remaining Premises for the Permitted Use.

"Taking" means the taking of all or any portion of the Premises as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use or the sale or conveyance of all or part of the Premises in lieu of such taking.

"Taking Date" means, with respect to any Taking, the date on which physical possession of the portion of the Premises that is the subject of such Taking is transferred to the condemning authority.

"Taxes" means all general and special ad valorem real and personal property taxes and assessments levied upon or with respect to the Premises or the personal property used in operating the Premises, and all taxes, levies and charges which may be assessed, levied or imposed in addition to, or in replacement of, all or any part of ad valorem real or personal property taxes or assessments as revenue sources, and which in whole or in part are measured or calculated by or based upon the Premises, the leasehold estate of Landlord, Tenant or any subtenant, or the rents and other charges payable by Tenant or any subtenant.

"Tax Year" means a 12-month period for which Taxes are assessed.

"Tenant's Address" means:

_____
_____
_____
Attention: _____
Telecopy: _____

"Term" means the duration of this Lease, beginning on the Commencement Date and ending on the Expiration Date, unless terminated earlier or extended further as provided in this Lease.

"Transferee" has the meaning set forth in Section 13.4.

1.2 Exhibits. The Exhibits listed below are attached to and incorporated in this Lease. In the event of any inconsistency between such Exhibits and the terms and provisions of this Lease, the terms and provisions of the Exhibits will control. The Exhibits to this Lease are:

Exhibit A	Land
Exhibit B	Property

2. DEMISE AND TERM.

2.1 Demise. Subject to the terms, covenants, conditions and provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises for the Term; provided,

however, that Tenant acknowledges that as of the Commencement Date there are not any Improvements constructed on the Land.

2.2 Quiet Enjoyment. Landlord covenants that, subject to the terms and conditions of this Lease, during the Term, Tenant's quiet and peaceful possession of the Premises will not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

2.3 Tenant Contingency. Tenant shall have until the date that is ~~90~~120 days after the Commencement Date (the "Contingency Deadline") to obtain the Required Permits (as hereinafter defined). If Tenant does not obtain the Required Permits on or before the Contingency Deadline, then Tenant may either (a) terminate this Lease by giving written notice thereof to Landlord on or before the expiration of the Contingency Deadline, in which event Landlord shall return the Initial Rent to Tenant; or (b) extend the Contingency Deadline for up to 60 days in order to obtain the Required Permits by delivering, on or before the expiration of the Contingency Deadline, (i) written notice to Landlord, and (ii) the Second Initial Rent Payment. If Tenant does not obtain the Required Permits on or before the Contingency Deadline, as extended, then Tenant may terminate this Lease by giving written notice thereof to Landlord on or before the expiration of the Contingency Deadline, as extended, in which event Landlord shall retain the Initial Rent and return to Tenant the Second Initial Rent Payment. If this Lease is terminated pursuant to the terms set forth above, then Tenant and Landlord shall be released of all obligations hereunder except those that, by the express terms of this Lease, survive such termination. If Tenant has not obtained the Required Permits on or before the Contingency Deadline and Tenant has not terminated this Lease pursuant to the terms of this Section 2.3, then Tenant shall have waived the right to terminate this Lease under this Section 2.3.

2.4 Landlord and Tenant Covenants. Landlord covenants to observe and perform all of the terms, covenants and conditions applicable to Landlord in this Lease. Tenant covenants to pay the Rent when due, and to observe and perform all of the terms, covenants and conditions applicable to Tenant in this Lease.

2.5 Condition of Premises. Tenant accepts possession of the Premises on the Commencement Date in their then-current condition on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis. Landlord disclaims and Tenant waives any warranty of condition or habitability, suitability for occupancy, use or habitation, fitness for a particular purpose or merchantability, express or implied relating to the Premises. Tenant acknowledges that Landlord has not made, and Tenant has not relied on, any representations concerning the condition of the Premises (including, without limitation, any representations concerning the presence or absence of Hazardous Substances) or concerning the Laws that may apply to the construction of Improvements by Tenant or the use of the Premises.

2.6 Memorandum of Term. After the Base Rent Commencement Date, either party will, upon the other's request, execute and acknowledge a recordable memorandum setting forth the date on which the Commencement Date occurred and the date on which the Expiration Date is scheduled to occur.

2.7 Right of Refusal. Landlord grants Tenant a right of first refusal with respect to the Premises in accordance with the provisions of this Section 2.7 (the "Right of Refusal"). If

Landlord, at any time on or before the Expiration Date, offers the Premises "for sale" through a marketing effort including, but not limited to, newspaper advertising, multi-listing advertising, internet advertising, brochures and/or mailings to brokers and prospective purchasers and as a result receives an offer, acceptable to Landlord, from a third party (an "Offeror") to purchase Landlord's interest in its interest in the Premises subject to this Lease (a "Purchase Offer"), then prior to binding itself to sell the Premises pursuant to such Purchase Offer, except as subject to Tenant's rights hereunder, Landlord will notify Tenant, in writing, giving a complete copy of such Purchase Offer~~; provided, however, that a Purchase Offer shall not include, and this Section 2.7 shall not apply to, (a) any offer to purchase all or substantially all of the Property; and (b) any offer to purchase that involves a deferred like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended~~. Provided an Event of Default does not then exist under this Lease, Tenant will have three days from and after the date of its receipt of such notice from Landlord in which to elect to purchase Landlord's interest in the Premises for the consideration contained in the Purchase Offer and otherwise in accordance with the terms of this Section 2.7. To be effective, at the time any such notice of Tenant's election to exercise the Purchase Offer is delivered to Landlord, Tenant must, within three business days after such delivery, deliver a cashier's or certified check to the title company of Landlord's choice in the amount of two times the earnest money deposit required under the Purchase Offer, which check will be payable to the title company (the "Purchase Offer Deposit"). All provisions of the Purchase Offer shall apply to Tenant's election to exercise the Purchase Offer except for the provisions relating to ~~timing of closing, due diligence and/or inspection,~~ outside brokers~~, indemnification and representations or warranties~~. If Tenant properly exercises the Right of Refusal, then the closing of the sale of the Premises by Landlord to Tenant will occur on the earlier of (a) the first business day which is 90 days after the day on which Tenant notified Landlord of its exercise of the Right of Refusal; or (b) the date of closing set forth in the Purchase Offer. Such closing will occur at the offices of Landlord's attorneys in Denver, Colorado. At such closing, (i) Landlord will convey the Premises to Tenant by special warranty deed, subject to Taxes for the year of closing and subsequent years and those matters that affected title to the Premises as of the date Tenant gave its notice of exercise of the Right of Refusal (it being the intention of Landlord and Tenant that Tenant may satisfy itself as to the state of Landlord's title to the Premises prior to exercising the Right of Refusal); (ii) Tenant will pay the purchase price to Landlord in accordance with the Purchase Offer (i.e., in immediately available funds) subject to a credit for the Purchase Offer Deposit and the adjustments and prorations described below; (iii) Rent will be prorated through the date of closing based on the actual number of days of the month in which the closing occurs; (iv) Taxes will not be prorated between the parties (as they are Tenant's responsibility under this Lease); and (v) each party will pay its own closing costs in accordance with customary practice in Colorado. In conjunction with Tenant's exercise of the Right of First Refusal and/or the closing of the sale of the Premises to the Tenant, Landlord and Tenant shall cooperate to execute such additional documentation not inconsistent with the terms of this Lease as may be required by the title company to effectuate such sale of the Premises to Tenant, including, without limitation, escrow instructions. If Tenant exercises the Right of Refusal and then fails to close its purchase of Landlord's interest in the Premises in accordance with the foregoing provisions, Landlord, at its option, may elect either (A) to retain the Purchase Offer Deposit as liquidated damages and this Lease will otherwise remain in full force and effect, (B) to retain the Purchase Offer Deposit as liquidated damages and terminate this Lease; or (C) to enforce the remedies that would have been available to

Landlord under the Purchase Offer, which may include damages (in which case this Lease will, at the option of Landlord, either terminate or otherwise remain in full force and effect), specific performance or both, but in any case Tenant will have no further rights under this Section 2.7. If Tenant exercises the Right of Refusal and then Landlord fails to close its sale of the Premises in accordance with the foregoing provisions, Tenant may sue Landlord for specific performance. ~~The Right of Refusal will be deemed a one time right and will expire after the Tenant's first opportunity to exercise the Right of Refusal.~~ Tenant will have no right to purchase Landlord's interest in the Premises and its notice exercising the Right of Refusal will be ineffective if an Event of Default exists at the time such notice is given or at the time the closing of the purchase and sale of Landlord's interest in the Premises is scheduled to occur. Any termination of this Lease terminates all rights under this Section 2.7. ~~Any assignment by Tenant of this Lease terminates the Right of Refusal, unless Landlord consents to the contrary in writing at the time of such assignment.~~

3. RENT.

3.1 Base Rent. On the Commencement Date, Tenant shall pay to Landlord the Initial Rent. Commencing on the Base Rent Commencement Date and then throughout the Term, Tenant agrees to pay Landlord Base Rent according to the following provisions. Base Rent during each Lease Year will be payable in monthly installments in an amount equal to 1/12 of the annual amount specified below for such Lease Year, in advance, on or before the first day of each and every month during the Term commencing on the Base Rent Commencement Date. However, if the Base Rent Commencement Date is not the first day of a month or the Term ends on other than the last day of a month, Base Rent for such month will be appropriately prorated based on the number of days in such month. The annual amounts of Base Rent for each Lease Year in the Term are as follows:

(a) For Lease Year 1, $36,000.00 per year ($3,000.00 per month); and

(b) For Lease Year 2, $42,000.00 per year ($3,500.00 per month); and

(c) For Lease Year 3, $43,260.00 per year ($3,605.00 per month); and

(d) For Lease Year 4, $44,557.80 per year ($3,713.15 per month); and

(e) For Lease Year 5, $45,894.53 per year ($3,824.54 per month); and

(f) For Lease Year 6, $47,271.37 per year ($3,939.28 per month); and

(g) For Lease Year 7, $48,689.51 per year ($4,057.45 per month); and

(h) For Lease Year 8, $50,150.20 per year ($4,179.18 per month); and

(i) For Lease Year 9, $51,654.70 per year ($4,304.56 per month); and

(j) For Lease Year 10, $53,204.34 per year ($4,433.70 per month).

3.2 Net Lease; Additional Rent. It is the intent of the parties that the Base Rent provided in this Lease will be a net payment to Landlord and that, except as expressly provided in this Lease, Landlord will not be required to pay any costs or expenses or provide any services in connection with the Premises and Tenant will bear all costs and expenses relating to the Premises. Accordingly, except for those costs and expenses which Landlord has expressly agreed to pay pursuant to this Lease, Tenant covenants and agrees to pay, in addition to Base Rent, as additional Rent all costs and expenses relating to the Premises which accrue during or are allocable to the Term, including, without limitation: (a) the entire cost of designing and constructing the initial Improvements, including, without limitation, the Building, and if Tenant subsequently elects to alter any Improvements, the entire cost of doing so; (b) Taxes; (c) insurance costs; (d) utility charges; (e) the costs and expenses of maintaining and repairing the Premises, including, without limitation, any such maintenance or repair required pursuant to the Permitted Exceptions; and (f) all costs incurred under the Permitted Exceptions that are attributable to the Premises.

3.3 Terms of Payment. All Base Rent and other Rent will be paid to Landlord in lawful money of the United States of America, at Landlord's Address or to such other person or at such other place as Landlord may from time to time designate by notice to Tenant, without notice or demand and without right of deduction, abatement or setoff, except as otherwise expressly provided in this Lease.

3.4 Interest on Late Payments. All amounts payable under this Lease by Tenant to Landlord, if not paid when due, will bear interest from the due date until paid at the Default Rate.

3.5 Right to Accept Payments. No receipt by Landlord of an amount less than Tenant's full amount due will be deemed to be other than payment "on account," nor will any endorsement or statement on any check or any accompanying letter effect or evidence an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any right of Landlord. No payments by Tenant to Landlord after the expiration or other termination of the Term, or after the giving of any notice (other than a demand for payment of money) by Landlord to Tenant, will reinstate, continue or extend the Term or make ineffective any notice given to Tenant prior to such payment. After notice or commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of Rent due under this Lease, and such receipt will not void any notice or in any manner affect any pending suit or any judgment obtained.

4. IMPROVEMENTS AND ALTERATIONS.

4.1 Tenant's Obligations.

(a) Required Improvements. Tenant, at its expense, will design and construct on the Land (i) any necessary Building; (ii) all paving, parking areas, curbs, gutters, landscaping, lighting, sidewalks and irrigation systems on the Land required to make the Premises compatible with the appearance and function of the Property and the portions of the Common Area not located on the Land; and (iii) any other Improvements desired by Tenant, including, without limitation, any signs. Tenant acknowledges that the County

~~and Landlord~~ may require that Tenant construct or install specific architectural features and materials in conjunction with the construction of the Building to complement those used in other buildings within the Property, and Tenant will construct the Building pursuant to such requirements~~, so long as such requirements are provided to Tenant prior to approval of Tenant's Plans. Except as set forth in the Permitted Exceptions, Tenant hereby acknowledges that Landlord currently has no written requirements pertaining to specific architectural features and materials. Accordingly, Landlord will disclose and/or request any specific architectural features and materials that Landlord may require during Landlord's approval of the Plans~~.

(b) Plans and Specifications. Within 30 days following execution of this Lease, Tenant will deliver to Landlord, for Landlord's review and approval **(provided that Landlord's approval shall only be required if Tenant's plans and specifications substantially vary from Tenant's other locations)**, three complete sets of plans and specifications for the construction of those Improvements (including any signage desired by Tenant) on the Land that are required to be designed and constructed by Tenant pursuant to Section 4.1(a) above (the "Plans"), which will be consistent with the Permitted Exceptions and applicable Laws. The Plans will be subject to all documents, covenants and requirements ~~that the Land is subject to and to the Landlord's approval (including architectural review by the Landlord in its reasonable business judgment)~~**pertaining to the Land**. Landlord's approval**, if any,** shall not be unreasonably withheld. Landlord will**, if applicable,** review the submitted Plans and advise Tenant of Landlord's approval or disapproval within 10 days of Landlord's receipt of the submitted Plans. If **applicable, if** Landlord does not approve or disapprove such Plans within such 10-day period, Tenant shall provide Landlord with a reminder notice. If Landlord does not approve or disapprove such Plans within five business days after receiving such reminder notice, the Plans shall be deemed approved. Tenant will promptly revise and resubmit the Plans upon receipt of any such objections. In no event will Tenant commence construction of any Improvements until the Plans therefor have been approved by Landlord in writing (or the date the Plans were deemed approved). Within one business day after Landlord approves the Plans, Tenant will, with the assistance of Landlord (if required), deliver the Plans to the appropriate governmental authorities in order to obtain the governmental approvals and permits necessary to begin construction of the Building and operate the Permitted Use in compliance with applicable Laws**, including any wetlands permits or approvals** (collectively, the "Required Permits"). Additionally, within one business day after Tenant receives comments and/or a response from the appropriate governmental authorities on the submitted Plans, Tenant will provide Landlord with a copy of such comments and/or response. In addition and without limiting the foregoing, Tenant shall deliver to Landlord progress reports relating to the Required Permits commencing on the 30th day after the Commencement Date and every 30 days thereafter until the Required Permits are obtained.

(c) Construction by Tenant. Tenant will commence construction of the Improvements required to be constructed by Tenant, including, without limitation, the Building, promptly after Tenant's receipt of the Required Permits (but not prior to Landlord's approval of the Plans pursuant to Section 4.1(b)). Tenant will proceed with the construction of such Improvements in a prompt and diligent manner to ensure so far

as may be possible the progress and completion of such construction without interruption or delay. Tenant will obtain in a timely manner all necessary permits, licenses and approvals for its work, including required permits and approvals for installation of Tenant's exterior signage. Tenant will pay for all such permits and approvals and for all utility tap or hook-up fees necessary for the operation of the Improvements. All work to be performed by Tenant in connection with construction of the Improvements will be performed in compliance with all Laws, the Permitted Exceptions in such a manner as to maintain harmonious relations with Landlord's (and other tenant's and owner's) contractors and as not to interfere with or delay the construction of other improvements in the Property.

(d) Insurance. Prior to commencement of any work, Tenant will ensure that all contractors performing any of Tenant's work at the Property will maintain, in full force and effect, commercial liability insurance, worker's compensation insurance, and builder's risk insurance, all in amounts, on forms and with companies reasonably satisfactory to Landlord. Evidence of such coverage will be provided by Tenant to Landlord within 10 days after request.

(e) Permitted Exceptions Obligations. Without limiting the other provisions of this Section 4.1 or any other provisions in this Lease, in making any Improvements to the Land, Tenant shall comply with all the terms and conditions of the Permitted Exceptions.

4.2 Tenant's Signs. Subject to the Permitted Exceptions and Landlord's approval of the Plans pursuant to Section 4.14.1(b), Tenant will have the right to install upon the Premises the maximum signage permitted by Laws. In no event shall Tenant have the right to install or place upon the Premises the signage of any brokerage company marketing the Premises for Tenant unless Landlord approves such signage in its sole and absolute discretion. In addition, Tenant acknowledges and agrees that Landlord shall have the right to install directional signage within the Premises to direct customers and invitees to Landlord's businesses on the Property. Last, in no event shall Tenant have the right to install or place upon the Premises the signage (or advertising signage or other advertising) of a competitor of Landlord, except that related to Landlord. **Notwithstanding anything contained herein to the contrary, Landlord and Tenant agree that Landlord may utilize Tenant's signage for signage of other occupants of the Property, provided that Tenant shall retain the top position on such signage. Landlord and Tenant agree to cooperate in good faith with one another concerning the signage.**

4.3 Alterations. Tenant will not make any modifications, improvements, alterations, additions or installations in or to the Premises without Landlord's prior written consent, which consent will not be unreasonably withheld other than for any work affecting the structural, electrical or mechanical systems of the Premises or affecting the exterior of the Premises; provided, however, that Landlord's prior written consent will not be necessary for any non-structural modifications, improvements, alterations, additions or installations in or to the interior of the Premises that (a) do not change the general character or quality of the Premises or reduce the fair market value of the Premises below its fair market value prior to the modification, improvement, alteration, addition or installation; (b) are made with due diligence, in a good and workmanlike manner, and in compliance with applicable Laws; and (c) are promptly and fully

paid for by Tenant. All modifications, improvements, alterations, additions or installations in or to the Premises which require Landlord's prior written consent will be done at such time and in such manner as Landlord may from time to time reasonably designate. All modifications, improvements, alterations, additions or installations in or to the Premises will be done in accordance with the terms of this Lease.

4.4 Tenant's Work. All work performed by Tenant on the Land, whether under Section 4.1 or Section 4.3 or otherwise approved by Landlord, shall be performed in compliance with the following provisions of this Section 4.4. Along with any request for Landlord's consent required under this Lease and at least 15 days before commencement of any work or delivery of any materials to be used in any work on the Land or the Improvements thereon, Tenant will furnish Landlord with final construction drawings and specifications, construction schedules (including estimated commencement and completion dates), names and addresses of general contractors and necessary permits and licenses. Landlord will have the right to post notices of non-responsibility or similar notices on the Premises in order to protect the Premises against any liens resulting from such work. Tenant agrees to indemnify, defend and hold Landlord harmless from any and all claims and liabilities of any kind and description which may arise out of or be connected in any way with such work. ~~All such work will be done only by contractors or mechanics reasonably approved by Landlord.~~ Tenant will pay the cost of all such work (including a reasonable charge for Landlord's services and for Landlord's inspection and engineering time), and also the cost of painting, restoring or repairing other portions of the Property occasioned by such work. Upon completion of such work, Tenant will furnish Landlord with contractor's affidavits and full and final waivers of liens and receipted bills covering all labor and materials expended and used. All such work will comply with all insurance requirements and all applicable Laws and will be constructed in a good and workmanlike manner, using materials of first-class quality and free and clear of all liens or claims therefor. Tenant will permit Landlord to inspect construction operations in connection with any such work. Landlord's approval of any plans for any modifications, improvements, alterations, additions or installations proposed by Tenant will not constitute a representation that the same will comply with Laws or be fit for any particular purpose; such approval will merely constitute Landlord's consent to construct or install the same in the Premises. Without limiting the foregoing or any other provision of this Lease, any work performed on the Premises by or at the direction of Tenant shall be undertaken only in a manner that complies with the terms and conditions of the Permitted Exceptions and Laws.

4.5 Title to Improvements. During the Term, Tenant will be deemed to own, and will hold title to, all Improvements made or constructed by Tenant and will be entitled to all depreciation deductions, investment tax credits, deductions for taxes and any other tax advantages resulting from the ownership of such Improvements. On the expiration or earlier termination of the Term, title to all Improvements **(other than Tenant's modular building if no foundation exists and Tenant's truck scale)** then held by Tenant will automatically vest in Landlord as Landlord's sole and separate property without the requirement of any deed or other instrument of conveyance to effect the transfer of title to the same to Landlord.

5. USE AND OCCUPANCY.

5.1 Permitted Use; Continuous Operations. The Premises will be used and occupied solely for the Permitted Use, and in such a manner so as not to violate the provisions of Section 5.3 below, the Permitted Exceptions, and for no other use or purpose whatsoever. Tenant will use Tenant's Trade Name in the transaction of business in the Premises

5.2 Tenant's Exclusive. To the extent permitted by (a) the terms of the leases for existing tenants of the Property, and to all existing exclusives and restrictions in favor of current tenants of the Property; and (b) applicable Laws, and subject to the terms of this Section 5.2, Landlord agrees that during the Term Landlord will not grant any other occupant of the Property the right to sell at retail or wholesale non-organic landscape material. Landlord's covenant to not permit such use as described in the preceding sentence shall automatically terminate and be of no further force or effect (a) upon an Event of Default; or (b) should Tenant, with or without Landlord's consent, use and occupy the Premises for another purpose other than the Permitted Use. Landlord's covenants and agreements under this Section 5.2 will apply only to the extent the same are not contrary to public policy or contrary to Laws.

5.3 Compliance and Occupancy. Tenant, at its expense, will comply with all Laws applicable to the use and occupancy of the Premises and will keep and maintain the Premises in compliance with all applicable Laws (including, without limitation, the Americans with Disabilities Act), the Permitted Exceptions.

5.4 Environmental Matters.

(a) Compliance with Environmental Laws. Without limiting the generality of Section 5.3, Tenant agrees as follows:

(i) Tenant will (A) comply with all Environmental Laws applicable to the operation or use of the Premises or the construction, installation, alteration or demolition of any Improvements; (B) use its best efforts to cause all permitted subtenants and other persons occupying the Premises to comply with all Environmental Laws; (C) immediately pay or cause to be paid all costs and expenses incurred in such compliance; and (D) keep or cause the Premises to be kept free and clear of any liens imposed thereon pursuant to any Environmental Laws.

(ii) Tenant will not generate, use, treat, store, Release or dispose of, or permit the generation, use, treatment, storage, Release or disposal of, any Hazardous Substances on the Premises, or transport or permit the transportation of any Hazardous Substances to or from the Premises, in each case in any quantity or manner which violates any Environmental Law.

(iii) If Landlord has knowledge of any pending or threatened Environmental Claim against Tenant or the Premises or has reason to believe that Tenant or the Premises are in violation of any Environmental Law, at Landlord's written request, at any time and from time to time, Tenant will provide to Landlord an environmental site assessment report concerning the Premises,

prepared by an environmental consulting firm reasonably approved by Landlord, indicating the presence or absence of Hazardous Substances and the potential cost of any removal or remedial action in connection with any Hazardous Substances on the Premises. Any such environmental site assessment report will be conducted at Tenant's sole cost and expense. If Tenant fails to deliver to Landlord any such environmental site assessment report within 30 days after being requested to do so by Landlord pursuant to this Section 5.4(a)(iii), Landlord may obtain the same, and Tenant hereby grants to Landlord and its agents access to the Premises and specifically grants to Landlord an irrevocable non-exclusive license to undertake such an assessment, and the cost of such assessment (together with interest thereon at the Default Rate) will be payable by Tenant on demand.

(iv) Landlord may, at its option, at any time and from time to time, obtain at its sole cost and expense an environmental site assessment report for the Premises, and Tenant hereby grants to Landlord and its agents access to the Premises and specifically grants to Landlord an irrevocable non-exclusive license to undertake such an assessment.

(v) Tenant will notify Landlord immediately upon learning of any of the following: (A) any pending or threatened Environmental Claim against Tenant (as occupant of the Premises) or the Premises; (B) any condition or occurrence on the Premises that (1) results in noncompliance by Tenant with any applicable Environmental Law, or (2) could reasonably be anticipated to form the basis of an Environmental Claim against Tenant (as occupant of the Premises) or the Premises; (C) any condition or occurrence on the Premises that could reasonably be anticipated to cause the Premises to be subject to any restrictions on the ownership, occupancy, use or transferability of the Premises under any Environmental Law; and (D) the taking of any removal or remedial action in response to the actual or alleged presence, in any quantity or manner which violates any Environmental Law, of any Hazardous Substances on the Premises. Each such notice will describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and Tenant's response thereto. In addition, Tenant will provide Landlord with copies of all communications to or from Tenant and any governmental agency relating to Environmental Laws, all communications to or from Tenant and any person relating to Environmental Claims, and such detailed reports of any Environmental Claim as may be requested by Landlord.

(vi) Landlord will have the right but not the obligation to participate in or defend, as a party if it so elects, any Environmental Claim. Without Landlord's prior written consent, Tenant will not enter into any settlement, consent or compromise with respect to any Environmental Claim that might impair the value of the Premises.

(vii) At its sole expense, Tenant will conduct any investigation, study, sampling or testing, and undertake any cleanup, removal, remedial or other action necessary to remove and clean up all Hazardous Substances from the

Premises Released by Tenant which must be so removed or cleaned up in accordance with the requirements of any applicable Environmental Laws, to the reasonable satisfaction of a professional environmental consultant selected by Landlord, and in accordance with all such requirements and with orders and directives of all governmental authorities.

(b) Indemnity. Tenant agrees to defend (with attorneys satisfactory to Landlord), protect, indemnify and hold harmless Landlord and its members, managers, officers, directors, shareholders, employees, heirs, executors, successors and assigns, attorneys and agents from and against any and all liabilities, obligations (including removal and remedial actions), losses, damages (including foreseeable and unforeseeable consequential damages and punitive damages), penalties, actions, judgments, suits, claims, costs, expenses and disbursements (including reasonable attorneys' and consultants' fees and disbursements) of any kind or nature whatsoever that may at any time be incurred by, imposed on or asserted against any of them directly or indirectly based on, or arising or resulting from (A) the actual or alleged presence of Hazardous Substances on the Premises Released by Tenant in any quantity or manner which violates Environmental Law, or the removal, handling, transportation, disposal or storage of such Hazardous Substances; (B) any Environmental Claim with respect to Tenant or the Premises resulting from a Release by Tenant; or (C) the exercise of any of Landlord's rights under this Section 5.4 (collectively, the "Indemnified Matters"), regardless of when such Indemnified Matters arise, but excluding any Indemnified Matter with respect to Hazardous Substances first placed or Released on the Premises after the later of (1) the expiration or earlier termination of this Lease, or (2) the date neither Tenant nor any of its Affiliates holds title to or any other interest in or lien on the Premises. To the extent that this indemnity is unenforceable because it violates any Laws or public policy, Tenant agrees to contribute the maximum portion that it is permitted to contribute under applicable Laws to the payment and satisfaction of all Indemnified Matters.

(c) Reimbursement of Costs. Tenant agrees to reimburse Landlord for all sums paid and costs incurred by Landlord with respect to any Indemnified Matter within 10 days following written demand therefor, with interest thereon at the Default Rate if not paid within such 10-day period.

(d) Survival. Tenant's remedial, indemnification and reimbursement obligations under this Section 5.4 will survive the expiration or earlier termination of this Lease.

5.5 Use of Common Area. Subject to the other provisions of this Lease, the Permitted Exceptions and all other matters of record, Landlord grants Tenant the nonexclusive right during the Term to use, and to permit its customers, invitees and employees to use, in common with Landlord and others granted the use thereof, the Common Area for the purpose of pedestrian and vehicular ingress, egress and access to, from and between the Premises, other portions of the Property and any public right-of-way that may be accessed from the boundaries of the Property. Tenant will not at any time materially and unreasonably interfere with the rights of Landlord or others entitled to similar use of the Common Area. ~~An excessive use of parking areas by another tenant or owner that Landlord cannot reasonably control will not be a default or~~

~~breach of this Lease and will in no way suspend or terminate any of Tenant's obligations under this Lease.~~ Landlord reserves from the demise of the Premises to Tenant pursuant to this Lease the nonexclusive right for Landlord, the other owners and tenants of the Property and their respective customers, invitees and employees to use any portion of the Common Area located on the Land for the uses and purposes for which such Common Area is intended, including, without limitation, vehicular and pedestrian access, ingress and egress from and to public rights-of-way and other portions of the Property. Landlord and Tenant hereby acknowledge and agree that the Common Areas have not been constructed as of the Commencement Date and that Tenant will construct, at its sole cost and expense, the ~~necessary~~**Common Areas located on the Premises. Notwithstanding the foregoing, Tenant will also be required to construct the** Common Areas for the **remainder of the** Property~~, including, without limitation, those required by~~ **if** Laws and the Permitted Exceptions **require such Common Areas to consist of an access road that is different than crushed asphalt**.

6. UTILITIES, MAINTENANCE AND REPAIRS.

6.1 Utilities. Tenant will pay before delinquency all water, sewer, natural gas, electricity, telephone and any other utility charges related to the Premises including, without limitation, those which, if not paid, may be asserted as a lien or charge against the Premises under applicable Laws.

6.2 Maintenance and Repairs. Tenant will, at Tenant's expense, maintain the Improvements (including, without limitation, the Building, any other buildings on the Land and all exterior Improvements, including those that constitute part of the Common Area such as sidewalks, driveways, lighting and landscaping) in good repair and condition and in compliance with the Permitted Exceptions, including repairs to the interior, exterior, roof and structure and all equipment and appurtenances, both interior and exterior, structural and non-structural, ordinary and extraordinary, howsoever the necessity or desirability of repairs may occur, it being understood that Landlord will not be required to make any repairs to the Improvements during the Term. The foregoing will include exterior painted surfaces of the Building so that the same is maintained consistent with properties of a type similar to the Property. All repairs and replacements will be made promptly and be equal in quality and class to the original work. Tenant will at its sole cost and expense keep the Premises free of insects, rodents and other pests and make all needed repairs and replacement, including, without limitation, replacement of cracked or broken glass, gutters, heating system, plumbing work and air conditioning. Tenant will also keep the Improvements in a clean, sanitary and safe condition in accordance with all directions, rules and regulations of any health officers, building inspectors or other proper officers of the governmental agencies having jurisdiction, and Tenant will dispose of all trash and waste materials in outside covered trash containers. Tenant will keep all exterior Improvements free from snow and ice. Tenant waives any right created by any Law now or hereafter in force to make repairs to the Premises at Landlord's expense, it being understood that Landlord will not be required to make any alterations, rebuilding, restorations, replacements, changes, additions, improvements or repairs to the Premises or the Improvements during the Term.

7. TAXES.

7.1 Payment of Taxes. Tenant will pay before delinquency, directly to the taxing authority, all Taxes which accrue during or are attributable to any part of the Term. Within 10 days after Landlord's written request, Tenant will provide Landlord with evidence of Tenant's payment of Taxes for the most recent Tax Year for which Taxes have been paid.

7.2 Proration at Beginning and End of Term. If the Term begins on other than the first day of a Tax Year or if the Term expires or otherwise terminates on other than the last day of a Tax Year, Taxes for the Tax Year in which the Term begins or ends, as the case may be, will be prorated between Landlord and Tenant, based on the most recent levy and most recent assessment. Such proration will be subsequently adjusted when the actual bills become available for Taxes for the Tax Year for which Taxes were prorated.

7.3 Special Assessments. Tenant will pay, as Taxes, all special assessments and other like impositions; provided, however, that Tenant may pay in installments any such special assessments or like impositions that may be so paid according to applicable Laws and, in such event, Tenant will only be required to pay those installments of any such assessments or impositions that are assessed or imposed for periods of time within the Term and with proration, as provided above, of any installment due at the beginning or end of the Term that covers a period of time that includes both a portion of the Term and an additional period either before or after the Term.

7.4 Tax Contests. Tenant will have the right to contest any Taxes payable by Tenant; provided, however, that Tenant will make timely payment of the contested Taxes notwithstanding the pendency of any such contest unless applicable Laws permit the withholding of payment without delinquency, in which case Tenant may withhold payment of the contested Taxes until such time as payment thereof (or of such Taxes as the same may be reduced by such contest) is required to be made by applicable Laws in order to avoid delinquency. Tenant will notify Landlord within five business days of the commencement of any such contest. So long as Tenant complies with the terms of this Section 7.4, Tenant will have the right, in connection with any such contest, at its sole expense, to institute and prosecute, in good faith and with due diligence and in Landlord's name if necessary, any appropriate proceedings, and Landlord will, at Tenant's expense, fully cooperate with Tenant's efforts to contest any such Taxes or special assessments.

8. INSURANCE.

8.1 Liability Insurance. During the Term, Tenant will provide and keep in force comprehensive or commercial general liability insurance covering claims arising out of the ownership, operation, maintenance, condition or use of the Premises, for personal and bodily injury and death, and damage to others' property, with combined single limits of not less than $2,000,000 for any one accident or occurrence. Once every five Lease Years, the amount of such combined single limits will be increased at the same time, and by the same percentage, as the amount of Base Rent is increased pursuant to Section 3.1. Landlord will be named as an additional insured in the policy providing such liability insurance, which will include cross liability and severability of interests clauses or endorsements and a clause or endorsement for

assumed contractual liability with respect to the liabilities assumed by Tenant under Section 10.2. Such policy will have no deductible, retention or self-insurance provision, unless otherwise approved in writing by Landlord.

8.2 Other Insurance. During the Term, Tenant will provide and keep in force all risk fire and extended coverage insurance (including standard extended endorsement perils, leakage from fire protective devices and other water damage) covering loss or damage to the Improvements on a full replacement cost basis, excluding excavation, footings and foundations. Landlord will be named as a loss payee in the policy providing such property insurance and such policy will permit the release of Landlord from certain liability under Section 10.1. In addition, such insurance policy shall contain a waiver of the insurer's right to subrogate to any claims by Tenant against Landlord, which claims are waived by Tenant pursuant to Section 10.1. In addition Tenant will provided and keep in force worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State of Colorado, including employers' liability insurance in the limit of $100,000/500,000/100,000, and if Tenant operates owned, hired or nonowned vehicles on the Property, comprehensive automobile liability will be carried at a limit of liability not less than $500,000.00 combined bodily injury and property damage.

8.3 General. Tenant will file with Landlord, on or before the commencement of the Term and at least 10 days before the expiration date of expiring policies, such copies of either current policies or certificates as may be reasonably required to establish that the insurance coverage required by Sections 8.1 and 8.2 is in effect from time to time and that the insuror(s) have agreed to give Landlord at least 30 days notice prior to any cancellation of, or material modification to, the required coverage. Landlord and Tenant will cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery. Tenant may name the Qualified Mortgagee (but no other Leasehold Mortgagee) as an additional insured or loss payee under any casualty or liability policy of any nature which Tenant maintains or causes to be maintained in connection with the Premises. **To the extent permitted by Laws and subject to the requirements of this Section, Tenant may elect to self-insure for the comprehensive automobile liability insurance required under this Lease and a $25,000.00 deductible of the general liability insurance pursuant to this Section. For purposes of this Section, to "self insure" and "self-insurance" or "self-insuring" will mean that Tenant is itself acting as though it were the insurance company providing the insurance and Tenant will pay any amounts due in lieu of insurance proceeds as required under the provisions of this Lease, which amounts will be treated as insurance proceeds for all purposes under this Lease. All amounts that Tenant pays or is required to pay and all losses or damages resulting from risks for which Tenant has elected to self-insure will be subject to the waiver of subrogation provisions in this Lease and will not limit Tenant's indemnification obligations. Tenant's right to self-insure and to continue to self-insure is conditioned upon and subject to: (i) Tenant having a tangible net worth, calculated in accordance with generally accepted accounting principles, consistently applied, of at least $ _____ [Let's discuss]; and (ii) Tenant maintaining appropriate loss reserves which are actuarially derived in accordance with accepted standards of the insurance industry or from Tenant's actual loss history and accrued (i.e., charged against earnings) or otherwise funded. In the event Tenant elects to self-insure and an event or claim occurs**

for which a defense and/or coverage would have been available from an insurance company had Tenant not elected to self-insure, Tenant will: (i) undertake the defense of any such claim, including a defense of Landlord, at Tenant's sole cost and expense, and (ii) use its own funds to pay any claim or replace any property or otherwise provide the funding that would have been available from insurance proceeds but for such election by Tenant to self-insure. Tenant's rights under Section 9, if any, to cease operation of the Premises or terminate this Lease in the event of damage or destruction to the Premises will not affect Tenant's obligations under this Section. Within 30 days after receipt by Tenant of Landlord's written request, Tenant will provide Landlord and Landlord's lender(s) with a letter of self-insurance specifying the extent of self-insurance coverage hereunder and containing a waiver of subrogation provision reasonably satisfactory to Landlord and Landlord's lender(s). Any self-insurance coverage provided by Tenant will be for the benefit of Landlord and Landlord's lender(s) as their respective interest may appear.

9. DAMAGE OR DESTRUCTION.

9.1 Tenant's Option to Terminate. If the Improvements are damaged or destroyed by fire or other casualty during the final Lease Year of the initial 10-year Term to such an extent that the cost of repairing and restoring the Improvements to their condition existing prior to such casualty is equal to or greater than 35% of the market value of the Improvements immediately preceding such casualty, then provided Tenant has maintained the insurance required by Section 8.2 and there will be no diminution in proceeds payable under such insurance as a result of Tenant's election not to repair and restore the Improvements, Tenant may elect to terminate this Lease by notice to Landlord given not later than 30 days after the date on which such casualty occurs. If Tenant so elects to terminate this Lease, then (a) this Lease will terminate on a date selected by Tenant and set forth in such notice of termination, which date must be no earlier than 10 days after, and no later than 60 days after, the date of such notice; (b) prior to such termination date, Tenant will demolish the Building and all other Improvements that cannot function properly without the Building and return the Land to a level, safe and sightly condition that complies with all Laws, and, in addition, take such action as is sufficient to prevent dust and dirt from the Land from blowing across or on to other portions of the Property; (c) all Base Rent and other Rent payable hereunder by Tenant will be prorated to such termination date; and (d) all proceeds of the insurance required to be maintained pursuant to Section 8.2 that are payable as a result of such casualty will be paid to and become the sole property of Landlord, except that Tenant will be entitled to reimbursement from Landlord out of such proceeds for the costs incurred by Tenant in performing such demolition.

9.2 Repair and Restoration. If the Improvements are damaged or destroyed by fire or other casualty and Tenant does not terminate this Lease pursuant to Section 9.1 or Tenant does not have the right to terminate this Lease pursuant to Section 9.1, then this Lease will remain in full force and effect, there will be no abatement of Base Rent or other Rent payable by Tenant hereunder, and Tenant will, at Tenant's cost and expense, proceed with reasonable promptness and diligence to repair and restore the Improvements to the condition and market value thereof that existed immediately prior to such casualty.

9.3 Application of Insurance Proceeds. Except as provided in Section 9.1 and notwithstanding the provisions of any Leasehold Mortgage, the proceeds of the insurance

required to be maintained by Tenant pursuant to Section 8.2 will be used by Tenant to repair and restore the Improvements following a fire or other casualty.

10. WAIVERS AND INDEMNITY.

10.1 Waivers. Except to the extent caused by the willful or grossly negligent act or omission or breach of this Lease by Landlord or anyone for whom Landlord is legally responsible, neither Landlord nor any of its Affiliates will be liable or in any way responsible for, and Tenant waives all claims against Landlord and its Affiliates for, any loss, injury or damage suffered by Tenant or others relating to (a) loss or theft of, or damage to, property of Tenant or others; (b) injury or damage to persons or property resulting from fire, explosion, falling plaster, escaping steam or gas, electricity, water, rain or snow, or leaks from any part of the Improvements or from any pipes, appliances or plumbing, or from dampness, or any other condition of the Premises; or (c) damage caused by persons on or about the Premises, or caused by the public or by construction of any private or public work. Notwithstanding and without limiting the foregoing, Landlord and its Affiliates will not be liable or in any way responsible to Tenant for, and Tenant waives all claims against Landlord and its Affiliates for, any loss, injury or damage that is insured or required to be insured by Tenant under Section 8.2, and Tenant waives all rights of subrogation its insurer under Section 8.2 may otherwise have.

10.2 Indemnity. Except to the extent caused by the willful or grossly negligent act or omission or breach of this Lease by Landlord or of anyone for whom Landlord is legally responsible, Tenant will indemnify and hold Landlord harmless from and against any and all liability, loss, claims, demands, damages or expenses (including reasonable attorneys' fees) due to or arising out of any accident or occurrence on or about the Premises during the Term (including, without limitation, accidents or occurrences resulting in injury, death, property damage or theft) or any willful or negligent act or omission of or breach of this Lease by Tenant or anyone for whom Tenant is legally responsible. Tenant's obligations under this Section 10.2 will survive the expiration or earlier termination of this Lease.

11. CONDEMNATION.

11.1 Notice. If either Landlord or Tenant learns that all or any portion of the Premises has been or is proposed to be subjected to a Taking, such party will immediately notify the other of such Taking.

11.2 Termination Option on Substantial Taking. If a Substantial Taking occurs during the Term, Tenant may, at its option, terminate this Lease by giving notice to Landlord on or before 60 days after the Taking Date. In such event this Lease will terminate effective as of the Taking Date, Tenant will surrender the Premises according to Section 14.1 on or before 30 days after the date of Tenant's notice of termination and all Base Rent and other Rent will be apportioned to the Taking Date, except that Tenant will also pay Landlord for the reasonable value of Tenant's occupancy of the Premises, if any, from the Taking Date until the date Tenant so surrenders possession.

11.3 Continuation of Lease. If a Taking occurs during the Term that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant does not exercise its termination

option according to Section 11.2, then this Lease will remain in full force and effect according to its terms, except that effective as of the Taking Date: (a) this Lease will terminate automatically as to the portion of the Premises that is the subject of such Taking; and (b) each payment of Base Rent due for any portion of the Term after the Taking Date will be reduced by subtracting from the amount that each such payment would otherwise have been required to be a percentage thereof equal to the percentage by which the fair market value of the Land (exclusive of Improvements) was reduced by the Taking (and if Landlord and Tenant cannot agree on such percentage within 30 days after the Taking Date, the fair market value of the Land before and after the Taking will be determined by a certified MAI appraiser mutually acceptable to Landlord and Tenant, whose fee will be divided equally by the parties).

11.4 Awards. Landlord will be entitled to, and Tenant assigns to Landlord any interest it may have in, the total award, compensation, damages or consideration paid or payable as a result of or in connection with any Taking. In addition, Landlord shall have the sole power and authority to negotiate and participate in any condemnation action concerning the amount of any such award, compensation, damages or consideration owed by the condemning authority. In connection with any taking pursuant to this Section 11.4, Tenant may prosecute its own claim by separate proceedings against the condemning authority for damages legally due to it for business relocation expenses, moving expenses and loss of fixtures that Tenant is entitled to remove pursuant to the terms hereof.

12. TENANT'S ASSIGNMENT, SUBLETTING AND FINANCING.

12.1 Assignment and Subletting. Tenant will not assign its interest under this Lease or the leasehold estate created hereby or sublet all or any portion of the Premises without first obtaining Landlord's written consent, which will not be unreasonably withheld or delayed, provided, however, that reasonable grounds for withholding consent will include, without limitation, the proposed assignee's or subtenant's insufficient financial capacity or business experience to perform Tenant's obligations under this Lease, its poor reputation in the business community or the fact that such proposed assignee or subtenant is already an occupant, owner or tenant of another portion of the Property or is a person or entity with whom Landlord is negotiating to lease or sell another portion of the Property. Notwithstanding the foregoing, no Landlord consent will be required for an assignment or sublease to any of the following transferees ("Permitted Transfers"): (a) an Affiliate (as defined below); or (b) a transferee which is the result of a merger or consolidation with Tenant, or which acquires all or substantially all of Tenant's corporate stock or assets (each a "Permitted Transferee"). "Affiliate" means (i) any company controlling or controlled by Tenant or by the same company that controls Tenant, and (ii) the franchisees of Tenant or the franchisees of any company controlling or controlled by, or that controls, Tenant. Tenant shall provide Landlord with notice of each such Permitted Transfer and will remain jointly and severally responsible as a principal, and not as a guarantor or surety, for all obligations under this Lease. Tenant shall also provide Landlord with a copy of the assignment or sublease used for the Permitted Transfer and each such assignment and sublease shall contain the following provisions except as otherwise provided above: (i) the Permitted Transferee shall abide by and be bound by all terms and conditions of this Lease including the Permitted Use restriction and continuous operation provisions of Section 5.1 above; and (ii) the Permitted Transferee shall deliver to Landlord any documents or information reasonably required by Landlord regarding such Permitted Transferee such as proof reasonably satisfactory

to Landlord that such transferee is a transferee permitted in this section. The acceptance of rent by Landlord from any person other than Tenant will not be deemed to be a waiver by Landlord of the provisions of this Section 12.1 or of any other provision of this Lease and any consent by Landlord to an assignment or subletting will not be deemed a consent to any subsequent assignment or subletting.

12.2 Financing.

(a) Permitted and Prohibited Leasehold Mortgages. Throughout the Term, Tenant may from time to time and without Landlord's consent execute and deliver a Leasehold Mortgage to secure a promissory note evidencing either (i) financing for the construction of Improvements; or (ii) refinancing of a principal amount not exceeding the remaining balance of such construction financing at the time such refinancing is obtained; provided, however, that Tenant may only cause or permit one such Leasehold Mortgage to exist at any time during the Term and, in the event of a refinancing as provided above, the Leasehold Mortgage being refinanced must be terminated and released of record prior to, or simultaneously with, the creation of the Leasehold Mortgage securing the refinancing. The one Leasehold Mortgage permitted to exist from time to time during the Term pursuant to the foregoing provisions is referred to in this Lease as the "Permitted Leasehold Mortgage." In no event will Landlord be required to encumber or subordinate its reversionary interest in the Premises or its fee simple interest in the Land or to undertake any personal liability for the obligations of Tenant secured or to be secured by any Permitted Leasehold Mortgage. Except for the Permitted Leasehold Mortgage, Tenant will not cause or permit any Leasehold Mortgages to exist during the Term.

(b) Qualified Mortgagee's Cure Rights. Prior to terminating this Lease or exercising any other right or remedy hereunder for an Event of Default, Landlord will give the Qualified Mortgagee notice of such Event of Default and afford it a period of 30 days after such notice is given in which to cure such Event of Default; provided, however, that (i) if such Event of Default is not a failure to pay Rent and is susceptible of cure by the Qualified Mortgagee but cannot reasonably be cured within such 30-day period, then so long as the Qualified Mortgagee commences a cure within such 30-day period (and notifies Landlord that it has done so), its cure period will be extended for as long as reasonably necessary for it to complete such cure so long as it is diligently pursuing the cure to completion so long as it is diligently taking steps to do the same; (ii) if such Event of Default is not a failure to pay Rent and is susceptible of cure by the Qualified Mortgagee but cannot reasonably be cured until the Qualified Mortgagee obtains possession of the Premises, then so long as the Qualified Mortgagee commences to obtain possession of the Premises within such 30-day period (and notifies Landlord that it has done so), its cure period will be extended for as long as reasonably necessary for it to obtain possession of the Premises and then promptly commence and thereafter diligently pursue the cure to completion; and (iii) if such Event of Default is not a failure to pay Rent and is not susceptible of cure by the Qualified Mortgagee, then so long as the Qualified Mortgagee commences to foreclose or otherwise enforce its Permitted Leasehold Mortgage within such 30-day period (and notifies Landlord that it has done so) and thereafter diligently pursues such foreclosure (or a conveyance in lieu thereof) to completion, upon the Qualified Mortgagee's acquisition of Tenant's interest under this

Lease, and provided any other Events of Default have then been cured or are then being cured according to the foregoing provisions, Landlord will waive such Event of Default that is not susceptible of cure by the Qualified Mortgagee.

(c) Qualified Mortgagee's Right to Attorn. If, by virtue of an Event of Default, Landlord reenters and repossesses the Premises without terminating this Lease or terminates this Lease, Landlord will give notice thereof to the Qualified Mortgagee within 10 days after such reentry and repossession or termination, as the case may be. If the Qualified Mortgagee notifies Landlord within 30 days after Landlord gives such notice that the Qualified Mortgagee would like to attorn to Landlord and either assume Tenant's obligations under this Lease (in the case of a reentry and repossession without termination of this Lease) or enter into a new lease with Landlord for the Premises (in the case of a termination of this Lease), and provided that the Qualified Mortgagee (i) pays Landlord all Base Rent and other Rent due Landlord under this Lease at the date of reentry and repossession or termination and which thereafter becomes due or would have become due if this Lease had not been terminated up to and including the date the Qualified Mortgagee's attornment to Landlord becomes effective, together with all of Landlord's expenses incident to the reentry and repossession or termination, but less any amounts collected during such period by Landlord from any subtenants; and (ii) covenants to promptly thereafter cure any Event of Default existing at the time of such reentry and repossession or termination that is not a failure to pay Rent and is susceptible of cure by the Qualified Mortgagee, then Landlord will accept such attornment and either deliver possession of the Premises to the Qualified Mortgagee (or its approved designee) if Landlord has reentered and repossessed the same without terminating this Lease, whereupon the Qualified Mortgagee (or approved designee) will assume in writing all obligations of Tenant arising under this Lease from and after the date possession is so delivered, Landlord will waive any existing Events of Default that are not susceptible of cure by the Qualified Mortgagee and this Lease will continue in full force and effect as a direct obligation between Landlord and the Qualified Mortgagee (or its approved designee), or Landlord will execute and deliver a new lease of the Premises to the Qualified Mortgagee (or its approved designee) for the balance of what would have been the Term had this Lease not been so terminated for the Rent and otherwise upon all of the same terms and conditions set forth in this Lease. Landlord will approve a designee of the Qualified Mortgagee for purposes of assuming this Lease or entering into a new lease according to this Section 12.2(c) if it is reasonably demonstrated that the proposed assignee has sufficient financial capacity and business experience to own and operate the Premises for the Permitted Use, and such approval will not be unreasonably withheld or denied; provided, however, that any such designee who is an Affiliate of the designating Qualified Mortgagee will be deemed automatically approved. The lessee under any such new lease will have the same right, title and interest in and to the Improvements as Tenant had under this Lease.

(d) Prohibition Against Mutual Rescission. No mutual termination, cancellation or rescission of this Lease by Landlord and Tenant will be effective unless and until the same is approved in writing by the Qualified Mortgagee.

13. TRANSFERS OF LANDLORD'S INTEREST

13.1 Sale, Conveyance and Assignment. Subject only to Tenant's rights under this Lease, nothing in this Lease will restrict Landlord's right to sell, convey, assign, grant any rights in, or otherwise deal with the Premises, Landlord's interest under this Lease or any other right, title or interest of Landlord to any other portion of the Property. Notwithstanding the foregoing, Landlord waives all statutory and contractual liens which it may be entitled to assert against any of Tenant's property as security for the payment of Base Rent or the performance of any other obligation of Tenant hereunder.

13.2 Effect of Sale, Conveyance or Assignment. A sale, conveyance or assignment of the Premises will automatically release Landlord from liability under this Lease from and after the effective date of the transfer, except for any liability relating to the period prior to such effective date; and Tenant will look solely to Landlord's transferee for performance of Landlord's obligations relating to the period after such effective date. This Lease will not be affected by any such sale, conveyance or assignment and Tenant will attorn to Landlord's transferee.

13.3 Subordination and Nondisturbance. This Lease is and will be subject and subordinate in all respects to any ground lease, first mortgage or first deed of trust now or later encumbering the Premises that are entered into or granted by Landlord, and to all their renewals, modifications, supplements, consolidations and replacements (an "Encumbrance"), provided that, with respect to any Encumbrance first encumbering the Premises subsequent to the Commencement Date of this Lease, Landlord shall cause the holder of such Encumbrance to agree (either in the Encumbrance or in a separate agreement with Tenant) that so long as no Event of Default exists under this Lease, this Lease will not be terminated and Tenant's possession of the Premises will not be disturbed by the termination or foreclosure, or proceedings for enforcement, of such Encumbrance. While such subordination will occur automatically, Tenant agrees, upon request by and without cost to Landlord or any successor in interest, to promptly execute and deliver to Landlord or the holder of an Encumbrance such reasonable instrument(s) as may be reasonably required to evidence such subordination. In the alternative, however, the holder of an Encumbrance may unilaterally elect to subordinate such Encumbrance to this Lease.

13.4 Attornment. If the interest of Landlord is transferred to any person (a "Transferee") by reason of the termination or foreclosure, or proceedings for enforcement, of an Encumbrance, or by delivery of a deed in lieu of such foreclosure or proceedings, Tenant will immediately and automatically attorn to the Transferee. Upon attornment, this Lease will continue in full force and effect as a direct lease between the Transferee and Tenant, upon all of the same terms, conditions and covenants as stated in this Lease, except the Transferee will not be subject to any set-offs or claims which Tenant might have against any prior landlord and will not be liable for any act or omission of any prior landlord. Tenant agrees, upon request by and without cost to the Transferee, to promptly execute and deliver to the Transferee such instrument(s) as may be reasonably required to evidence such attornment.

14. END OF TERM.

14.1 Surrender. Upon the expiration or earlier termination of the Term or on the date specified in any demand for possession by Landlord after an Event of Default, Tenant will surrender possession of the Premises to Landlord in the condition required by Section 6.2, except in the event of a termination pursuant to Section 9.1, in which case Tenant will surrender possession of the Premises in the condition required by such section. On or before the last day of the Term, or the date of sooner termination thereof, Tenant will, at its sole cost and expense, remove all of its personal property and trade fixtures and equipment from the Premises and repair all damage to the Premises caused by such removal. All property not removed will be deemed abandoned. Tenant hereby appoints Landlord its agent to remove all property of Tenant not so removed from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant, and Landlord will not be liable for damage, theft, misappropriation or loss thereof, nor will Landlord be liable in any manner in respect thereto. Tenant will reimburse Landlord upon demand for any expenses incurred by Landlord with respect to removal, transportation or storage of abandoned property and with respect to restoring such Premises to good order, condition and repair. All modifications, improvements, alterations, additions and fixtures, other than Tenant's trade fixtures and equipment, which have been made or installed by Tenant upon the Premises, will become the property of Landlord and will be surrendered with the Premises as a part thereof.

14.2 Holding Over. If Tenant holds over after the end of the Term without a written agreement providing therefor, Tenant will be deemed to be a tenant from month to month, at a monthly Base Rent, payable in advance, equal to 150% of monthly Base Rent payable during the last year of the Term, and Tenant will be bound by all of the other terms, covenants and agreements of this Lease as the same may apply to a month-to-month tenancy.

15. LIENS AND ESTOPPEL CERTIFICATES.

15.1 Liens. Tenant will not cause or permit to be recorded, filed, claimed or asserted against the Premises any mechanic's lien for supplies, machinery, tools, equipment, services, labor or material furnished or used in connection with any construction, development, alteration, improvement, addition to, demolition of or repair to or maintenance of the Building or other Improvement, or any tax lien, judgment lien or other involuntary lien of any nature, and if Tenant causes or permits any such lien to be so recorded, filed, claimed or asserted, Tenant will cause the same to be released or discharged within 30 days thereafter. If Tenant defaults under the foregoing covenant, then without limiting any of Landlord's other remedies under this Lease, Landlord may cause any such claimed lien to be released of record by bonding or payment or any other means available. All sums paid and costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith, together with interest on all such sums at the Default Rate from the date incurred until paid, will be due and owing from Tenant upon demand therefor. The provisions of this Section 15.1 are subject in all respects to those set forth in Section 15.2.

15.2 Lien Contests. If Tenant has a good faith dispute as to any lien for which Tenant is responsible according to Section 15.1, Tenant may contest the same by appropriate proceedings so long as Tenant bonds over the lien or deposits with Landlord security in an

amount reasonably acceptable to Landlord (but in no event more than 150% of the amount claimed) which may be used by Landlord to release such lien and pay interest and costs if Tenant's contest is abandoned or is unsuccessful. Upon final determination of any permitted contest, Tenant will immediately pay any judgment rendered and cause the lien to be released. So long as Tenant is acting in conformity with this Section 15.2, Landlord will have no right to exercise its remedies under Section 15.1.

15.3 Estoppel Certificates. Landlord and Tenant agree that at any time and from time to time (but on not less than 10 days' prior request by the other party), each party will execute, acknowledge and deliver to the other a certificate indicating any or all of the following: (a) the dates on which the Base Rent Commencement Date occurred and the date on which the Expiration Date is then scheduled to occur; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the date, if any, through which Base Rent had been paid; (d) that no default by Landlord or Event of Default exists which has not been cured, except as to defaults stated in such certificate; (e) that the responding party has no existing defenses or set-offs to enforcement of this Lease, except as specifically stated in such certificate; and (f) such other matters as may be reasonably requested by the requesting party. Any such certificate may be relied upon by the requesting party and, if Landlord is the requesting party, by any prospective purchaser of Landlord's reversionary interest in the Premises and of Landlord's fee simple interest in the Land, or if Tenant is the requesting party, by any present or prospective Leasehold Mortgagee of a Permitted Leasehold Mortgage, a permitted assignee of Tenant's interest under this Lease or a permitted subtenant of some or all of the Premises.

16. EVENTS OF DEFAULT AND LANDLORD'S REMEDIES.

16.1 Events of Default. Each of the following events will constitute an "Event of Default" under this Lease:

(a) Failure to Pay Rent. Tenant fails to pay any installment of Base Rent within ~~five~~15 days after the same is due, or Tenant fails to pay any other Rent payable by Tenant under the terms of this Lease when due and such failure to pay other Rent continues for ~~five~~15 days after notice from Landlord to Tenant of such failure.

(b) Failure to Perform Other Obligations. Tenant breaches or fails to comply with any provision of this Lease applicable to Tenant other than a covenant to pay Rent, and other than the events described in paragraphs (b) and (c) below, and such breach or noncompliance continues for a period of 30 days after notice thereof from Landlord to Tenant; or, if such breach or noncompliance cannot be reasonably cured within such 30-day period, Tenant does not commence to cure such breach or noncompliance within such 30-day period or, after commencing to cure such breach or noncompliance, does not thereafter pursue such cure in good faith to completion.

(c) Execution and Attachment Against Tenant. Tenant's interest under this Lease or in the Premises is taken upon execution or by other process of law directed against Tenant, or is subject to any attachment by any creditor or claimant against Tenant and such attachment is not discharged or disposed of within 60 days after levy.

(d) Bankruptcy or Related Proceedings. Tenant files a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency Laws, or voluntarily takes advantage of any such Laws by answer or otherwise, or dissolves or makes a general assignment for the benefit of creditors, or involuntary proceedings under any such Laws or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for the Premises or for all or substantially all of Tenant's property, and such involuntary proceedings are not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment.

16.2 Landlord's Remedies. Time is of the essence. If any Event of Default occurs, Landlord will have the right, at Landlord's election, then or at any later time, to exercise any one or more of the remedies described below. Exercise of any of such remedies will not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Landlord at law or in equity.

(a) Cure by Landlord. Landlord may, at Landlord's option but without obligation to do so, and without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord deems necessary or desirable to cure any Event of Default in such manner and to such extent as Landlord in good faith deems necessary or desirable. Tenant will pay Landlord, upon demand, all advances, costs and expenses of Landlord in connection with making any such payment or taking any such action, including reasonable attorney's fees, together with interest at the Default Rate, from the date of payment of any such advances, costs and expenses by Landlord.

(b) Termination of Lease and Damages. Landlord may terminate this Lease, effective at such time as may be specified by notice to Tenant, and demand (and, if such demand is refused, recover) possession of the Premises from Tenant. In such event, Landlord will be entitled to recover from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum equal to (i) all unpaid Base Rent and other Rent for any period prior to the termination date of this Lease (including interest from the due date to the date of the award at the Default Rate); plus (ii) the present value at the time of termination (calculated by discounting on a monthly basis at a discount rate equal to the rate payable on U.S. Treasury securities offered at the time of award having a maturity closest to the date on which the Term would have expired but for such termination) of the amount, if any, by which (A) the aggregate of the Base Rent and all other Rent payable by Tenant under this Lease that would have accrued for the balance of the Term after termination, exceeds (B) the amount of such Base Rent and other Rent which could reasonably be recovered by reletting the Premises for the remainder of the Term at the then-current fair rental value; plus (iii) interest on the amount described in (ii) above from the termination date to the date of the award at the Default Rate.

(c) Repossession and Reletting. Landlord may reenter and take possession of all or any part of the Premises, without additional demand or notice, and repossess the same and expel Tenant and any party claiming by, through or under Tenant, and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution for such action or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or right to bring any proceeding

for breach of covenants or conditions. No such reentry or taking possession of the Premises by Landlord will be construed as an election by Landlord to terminate this Lease unless a notice of such intention is given to Tenant. No notice from Landlord or notice given under a forcible entry and detainer statute or similar Laws will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving Tenant such notice, in which event the Lease will terminate as specified in such notice. After recovering possession of the Premises, Landlord will use reasonable efforts to relet the Premises on commercially reasonable terms and conditions. Landlord may make such repairs, alterations or improvements as Landlord considers appropriate to accomplish such reletting, and Tenant will reimburse Landlord upon demand for all reasonable costs and expenses, including attorneys' fees and brokerage commissions, which Landlord may incur in connection with such reletting. Landlord may collect and receive the rents for such reletting but Landlord will in no way be responsible or liable for any inability to relet the Premises or to collect any rent due upon such reletting. Regardless of Landlord's recovery of possession of the Premises, so long as this Lease is not terminated Tenant will continue to pay on the dates specified in this Lease, the Base Rent and other Rent which would be payable if such repossession had not occurred, less a credit for the net amounts, if any, actually received by Landlord through any reletting of the Premises.

(d) Bankruptcy Relief. Nothing contained in this Lease will limit or prejudice Landlord's right to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the maximum allowable by any Laws governing such proceeding in effect at the time when such damages are to be proved, whether or not such amount be greater, equal or less than the amounts recoverable, either as damages or Rent, under this Lease.

(e) Tenant's Personal Property. In the event that Landlord takes possession of the Premises, Landlord will have the right to use all the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant, prior to any foreclosure thereon or repossession thereof by a lessor thereof or third party having a lien thereon. Landlord will also have the right to remove from the Premises (without legal process) all or any portion of such furniture, fixtures, equipment and other property located thereon and place same in storage at any premises elected by Landlord, and in such event, Tenant will be liable to Landlord for costs incurred by Landlord in connection with such removal and storage, together with interest thereon at the Default Rate. Landlord will also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person claiming to be entitled to possession thereof, without the necessity of making any investigation or inquiry as to the basis upon which such claimant purports to act, and Tenant agrees to indemnify, defend and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other property. Tenant stipulates and agrees that the rights set forth in this subsection are commercially reasonable.

17. MISCELLANEOUS.

17.1 Notices. All notices required or permitted under this Lease must be in writing and will only be deemed properly given and received (a) when actually given and received, if delivered in person to a party who acknowledges receipt in writing; or (b) one business day after deposit with a private courier or overnight delivery service, if overnight delivery is requested and paid for and if such courier or service obtains a written acknowledgment of receipt; or (c) three business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid. All such notices must be transmitted by one of the methods described above to the party to receive the notice at, in the case of notices to Landlord, Landlord's Address, in the case of notices to Tenant, Tenant's Address, and in the case of notices to a Qualified Mortgagee, the address set forth as its notice address in its most recent notice to Landlord, or, in any case, at such other address(es) as Landlord, Tenant or a Qualified Mortgagee may notify the others of according to this Section 17.1.

17.2 Binding Effect. Each of the provisions of this Lease will extend to bind or inure to the benefit of, as the case may be, Landlord and Tenant, and their respective heirs, successors and assigns; provided, however, that this clause will not permit any transfer by Tenant contrary to the provisions of Section 12.1.

17.3 Complete Agreement; Modification. This Lease supersedes any and all other prior and contemporaneous agreements, understandings, commitments or representations between the parties concerning the Premises or the subject matter of this Lease. All of the representations and obligations of the parties are contained in this Lease and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by such party.

17.4 Enforcement Expenses. In the event any action or proceeding is brought by either party against the other under this Lease, the prevailing party, whether by judgment or out of court settlement, shall be entitled to recover the fees of its attorneys in such action or proceeding, including costs of appeal, if any, plus court costs and other expenses of litigation.

17.5 No Waiver. No waiver of any provision of this Lease will be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. To be effective, any waiver of any provision of this Lease must be in writing and executed by the waiving party. No express written waiver will affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

17.6 Captions. The captions of sections are for convenience only and will not be deemed to limit, construe, affect or alter the meaning of such sections.

17.7 Severability. If any provision of this Lease is declared void or unenforceable by a final judicial or administrative order, this Lease will continue in full force and effect, except that the void or unenforceable provision will be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.

17.8 Jury Trial. Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other with respect to any matter arising out of or in connection with this Lease, Tenant's use and occupancy of the Premises, or the relationship of Landlord and Tenant.

17.9 Authority to Bind. The individuals signing this Lease on behalf of Landlord and Tenant represent and warrant that they are empowered and duly authorized to bind Landlord or Tenant, as the case may be, to this Lease according to its terms.

17.10 Only Landlord/Tenant Relationship. Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties will be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

17.11 Limitation on Landlord's Liability. Any liability for damages, breach or nonperformance by Landlord, or arising out of the subject matter of, or the relationship created by, this Lease, will be collectible only out of Landlord's interest in the Premises and no personal liability is assumed by, or will at any time be asserted against, Landlord or its Affiliates or any of their members, managers, officers, directors, shareholders, partners, agents, employees, successors or assigns; all such liability, if any, being expressly waived and released by Tenant. Landlord's review, supervision, commenting on or approval of any aspect of work to be done by or for Tenant are solely for Landlord's protection and, except as expressly provided, create no warranties or duties to Tenant or to third parties.

17.12 Covenants Independent. The parties intend that this Lease be construed as if the covenants between Landlord and Tenant are independent and not dependent and that the Rent will be payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease.

17.13 Governing Law. This Lease will be governed by and construed according to the laws of the State of Colorado.

17.14 Brokers. Landlord and Tenant represent and warrant that no broker or agent negotiated or was instrumental in negotiating or consummating this Lease except the Brokers. Neither party knows of any other real estate broker or agent who is or might be entitled to a commission or compensation in connection with this Lease. Landlord will pay all fees, commissions or other compensation payable to the Brokers pursuant to a separate agreement entered into by Landlord. Tenant and Landlord will indemnify and hold each other harmless from all damages paid or incurred by the other resulting from any claims asserted against either party by brokers or agents claiming through the other party.

Having read and intending to be bound by the terms and provisions of this Lease, Landlord and Tenant have signed it as of the Commencement Date specified above.

LANDLORD:

AMERICAN QUALITY LANDSCAPE MAINTENANCE, INC., a Colorado corporation

By: AMERICAN QUALITY LANDSCAPE MAINT. INC.
Name: S. Sweeney
Title: CEO

TENANT:

PIONEER SAND COMPANY, INC., a Colorado corporation

By: _____
Name: _____
Title: _____

Exhibit A

Land

(see attached hereto)

[NOTE TO BE DETERMINED BY SURVEY TO BE PREPARED AT THE SHARED COST OF THE PARTIES]

Exhibit B

Property

(see attached hereto)

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE (this "First Amendment") is entered into as of December ____ 2006, by and between **McENIRY VENTURES, LLC**, a Colorado limited liability company ("Landlord"), and **PIONEER SAND COMPANY, INC.**, a Colorado corporation ("Tenant").

RECITALS

This First Amendment is made with respect to the following facts:

A. Landlord and Tenant entered into that certain Ground Lease on or around August 2, 2005 (the "Lease"), pursuant to which Tenant leased the Premises (as defined in the Lease) located at 24550 East Colfax Avenue in Arapahoe County, Colorado.

B. Tenant has the right to terminate the Lease if Tenant is unable to obtain the Required Permits (as defined in the Lease) by the Contingency Deadline (as defined in the Lease). Despite its efforts, Tenant was unable to obtain the Required Permits prior to the expiration of the Contingency Deadline, but does not wish to terminate the Lease. Tenant anticipates that it will obtain the Required Permits within four months of the date hereof.

C. Landlord and Tenant desire to amend the Lease to, among other things, extend the Contingency Deadline, in accordance with the terms and conditions of this First Amendment.

AMENDMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **Defined Terms.** All initially capitalized terms used herein and not otherwise expressly defined herein shall have the meanings given to such terms in the Lease.

2. **Amendment.** Section 2.3 of the Lease is hereby deleted in its entirety and replaced with the following:

> "2.3 **Tenant Contingency.** Tenant shall have until April 16, 2007 (the "Contingency Deadline") to obtain the Required Permits (as hereinafter defined). If Tenant does not obtain the Required Permits on or before the Contingency Deadline, then Tenant may terminate this Lease by giving written notice thereof to Landlord on or before the expiration of the Contingency Deadline, in which event Landlord shall return the Security Deposit to Tenant. In the event Tenant does not terminate this Lease pursuant to the preceding sentence, Tenant shall immediately deliver to Landlord the Initial Rent. The Contingency Deadline may be extended if mutually agreed in writing by Landlord and Tenant. If this Lease is terminated pursuant to the terms set forth above, then Tenant and Landlord shall be released of all obligations hereunder except those that, by the express terms of this Lease, survive such termination. If Tenant has not obtained the Required Permits on or before the Contingency Deadline and Tenant has not terminated this Lease pursuant to the terms of this Section 2.3, then Tenant shall have waived the right to terminate this Lease under this Section 2.3. Notwithstanding any other provision contained in this Lease, Tenant hereby agrees to pay to Landlord, on the first day of each of the first three (3) months of 2007, Rent in the amount of Five Hundred and No/100 Dollars ($500.00) per month pursuant to Section 3.3 of the Lease."

3. **Ratification of Lease.** Tenant hereby reaffirms and ratifies the terms, conditions and provisions of the Lease, and hereby acknowledges and agrees that the amendment to Section 2.3 of the Lease set forth above is deemed to have occurred prior to the expiration of the Contingency Deadline under the Lease as applicable prior to this First Amendment.

4. **Representations and Warranties.** Tenant hereby represents and warrants to the Landlord that (a) Tenant is fully authorized and empowered to enter into this First Amendment which, upon execution by all parties hereto, shall be binding and enforceable upon Tenant in accordance with its terms; and (b) Tenant has not assigned or otherwise conveyed any of its right, title or interest in, under or to the Lease, and Tenant has full power, right and authority to enter into this First Amendment.

5. **Real Estate Broker.** Landlord and Tenant each hereby represents and warrants to the other that it has not employed any broker in regard to this First Amendment and that it has no knowledge of any broker being instrumental in bringing about this First Amendment. Tenant shall indemnify Landlord against any expense incurred by Landlord as a result of any claim for brokerage or other commissions made by any other broker, finder or agent, whether or not meritorious, employed by Tenant or claiming by, through or under Tenant. Landlord shall indemnify Tenant against any expense incurred by Tenant as a result of any claim for brokerage or other commissions made by any other broker, finder or agent, whether or not meritorious, employed by Landlord or claiming by, through or under Landlord.

6. **Effect of Amendment.** Except as expressly amended hereby, the Lease shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Lease and this First Amendment, the provisions of this First Amendment shall control in all instances.

7. **Binding Effect.** This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Severability.** In the event that any one or more of the provisions of this First Amendment shall for any reason be held to be invalid or unenforceable, the remaining provisions of this First Amendment shall be unimpaired, and shall remain in full force and effect and be binding upon the parties hereto.

9. **Headings.** The paragraph headings that appear in this First Amendment are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear.

10. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered by telecopy and, upon receipt, shall be deemed originals and binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by telecopy, the parties will deliver originals as promptly as possible after execution.

11. **Governing Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

LANDLORD:

McENIRY VENTURES, LLC, a Colorado limited liability company

By: _____
Name: SEAN McENIRY
Title: PRESIDENT

TENANT:

PIONEER SAND COMPANY, INC., a Colorado corporation

By: _____
Name: JOE TRAIL
Title: PRESIDENT

EXHIBIT D

Form of Assignment and Assumption of Property Lease

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is entered into to be effective as of the __ day of _____, 2016 (the "**Effective Date**"), by MCENIRY VENTURES LLC, a Colorado limited liability company ("**Assignor**"), and CITY OF AURORA, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas ("**Assignee**").

RECITALS

A. Pursuant to that certain Property Lease dated January 7, 2016, as amended, renewed, extended, restated, and/or modified from time to time (collectively, the "**Property Lease**"), Assignor leased the Premises (as defined in the Lease) to YP Productions, LLC, a Colorado limited liability company ("**Tenant**").

B. Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated May __, 2016 (the "**Purchase Agreement**"). Pursuant to the Purchase Agreement, Assignor is assigning the Property Lease to Assignee and Assignee is assuming the obligations under the Property Lease in accordance with the terms of this Assignment. A copy of the Property Lease is attached hereto as **Exhibit A**.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption of Lease. Conditioned upon the consummation of the Closing (as defined in in the Purchase Agreement), Assignor hereby assigns its full right, title and interest in and to the Property Lease to Assignee to have and to hold the same from the Effective Date for the remaining term of the Property Lease and renewals thereof, subject to all the terms, covenants, conditions and provisions contained therein. Assignee hereby assumes, and agrees to be bound by all of the covenants, agreements and obligations of Assignor under the Property Lease, which shall arise or be incurred, or which are required to be performed, on and after the Effective Date. All rights, obligations and liabilities under the Property Lease arising, accruing or relating to the period before the Effective Date shall be allocated to Assignor and all rights, obligations and liabilities arising, accruing or relating to the period thereafter shall be allocated to Assignee.

2. Security Deposit and Deferred Rent. The Security Deposit (as defined in the Property Lease) shall not be assigned to the City and Owner shall retain all rights, title and interest in the Security Deposit. Assignor hereby assigns its full right, title and in interest in the Deferred Rent (as defined in the Property Lease). City shall assume responsibility for returning the Security Deposit pursuant to the Property Lease to Tenant at the end of the Property Lease.

3. Further Assurances. It is the intention of the parties hereto that the Property Lease shall be fully and absolutely transferred by Assignor to Assignee. Assignor and Assignee agree to execute any additional documents that may be reasonably necessary in order to more fully effectuate such transfer.

4. Counterparts. This Assignment may be executed in multiple counterparts.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR:

MCENIRY VENTURES LLC, a Colorado limited liability company

By:_____
Name:_____
Title:_____

ASSIGNEE:

CITY OF AURORA, a Colorado municipal corporation of the counties of Adams, Arapahoe and Douglas

By:_____
Name:_____
Title:_____

EXHIBIT A

PROPERTY LEASE

LEASE
24550 E. COLFAX AVE., AURORA, CO 80018

This lease ("Lease") is entered into this ___ day of November, 2015 by and between McEniry Ventures LLC ("Landlord"), on the one hand and YP PRODUCTIONS, LLC ("Tenant") and Justin Hammer ("Guarantor") on the other hand.

1) **Property and Premises**.

a) The Property. Landlord leases to Tenant and Tenant leases from Landlord upon terms and conditions set forth herein certain real property within the following legally described property as:

LOT 1, BLOCK 1
MCENIRY SUBDIVISION
COUNTY OF ARAPAHOE, STATE OF COLORADO

Which is also described as follows (prior to the current PUD being finalized):

The West ½ of the West ½ of the East ½ of the Northeast ¼ of Section 6, Township 4 South, Range 65 West of the 6th P.M., County of Arapahoe, State of Colorado, Except any portion thereof conveyed to the E-470 Public Highway Authority by Deed recorded June 19, 1996 at Reception Number A6077434 and Except any portion lying within Interstate 70.

The above property is further described as follows:

NOTE: For the purpose of this description the bearings are based on the Easterly line of Section 6, Township 4 South, Range 65 West, bearing South 00 degrees 04 minutes 38 seconds West, 2612.00 feet, monumented by a 3 ¼ inch aluminum cap stamped "WSSI" T4S R65W ¼ S6 S5 2001 PLS 22088" at the E ¼ corner and a 3 ¼ inch aluminum cap stamped "T3S R65W S31/S32/S6/S5 T4S 1988; at the Northwest Section corner.

Commencing at the East quarter corner of said Section 6; thence South 89 degrees 24 minutes 16 seconds West 988.85 feet along East-West centerline of said Section 6, to the Southeast corner of the West one-half of the West one-half of said Northeast quarter to the True Point of Beginning; thence South 89 degrees 24 minutes 16 seconds West 329.62 feet along said East-West centerline to the Southwest corner of the East one half of the Northeast quarter; thence North 00 degrees 01 minutes 22 seconds West, 2440.44 feet along the West line of said East one-half to the Southerly right of way line of E-470 P.H.A.; thence North 87 degrees 45 minutes 46 seconds East, 329.27 feet along said Southerly right of way line to the East line of the West one half of the West one half of said Northeast quarter; thence South 00 degrees 02 minutes 11 seconds East, 2449.87 feet along said East line to a point on the East-West centerline of said Section 6 and the Point of Beginning,
County of Arapahoe,
State of Colorado.

having the street address of 24550 E. Colfax Ave., Aurora, CO 80018, together with any improvements, right-of-way, easements and any other rights, if any, appurtenant thereto (collectively, the "Property").

b) The Premises. The leased premises are generally described as the approximately ten (10) acre portion of the Property and existing improvements located to the south of the east/west drainage or wetlands area and extends south to the southern boundary of the

Property (the "Premises"). A map providing the east/west/north/south property lines of the Property, and the delineations of the north and south boundary lines for the Premises is attached hereto as Exhibit A.

c) Pioneer Leased Premises. It is expressly agreed and acknowledged by the parties that the Premises does not include that portion of the Property located north of the east/west drainage area or wetlands that is currently leased to Pioneer Sand Company, Inc. ("Pioneer") (the "Pioneer Leased Premises").

d) Access Road. Included in the Premises is a non-exclusive license to use and access road on the Property for ingress and egress to the Premises. The access road is shown on Exhibit A. A description of the access road is as follows: The access road begins at E. Colfax Avenue (west side of the Property) and extends directly south parallel the west property line approximately 1,800 feet in length to where the road terminates. The access road is approximately 25 feet wide; the western edge of said road for its entire length is approximately 20 feet east of the west property line. The access road is a dirt road maintained by re-grading, or by adding crushed asphalt from time to time and then re-grading. The access road is for the exclusive use of Tenant, Pioneer and Landlord, as well as their respective employees, contractors and business invitees. Tenant shall be solely obligated, at its sole cost and expense, to maintain the entire access road in its current configuration, dimensions and condition. Tenant may not expand or improve the access road. Tenant shall maintain free access to all permitted person throughout the Term of the Lease. Tenant shall conduct repairs and maintenance of the access as reasonably necessary. Such repairs shall be limited to grading of the road surface so as to keep the road flat and without potholes or from eroding. Tenant shall be responsible for adding crushed asphalt to the surface of the access road as reasonably required.

2) Term of Lease. The term of this Lease ("Term") shall be THREE (3) years beginning January 1, 2016 ("Commencement Date") and shall extend through December 31, 2018 ("Term") unless terminated sooner as provided herein ("Termination Date"). This Lease becomes effective and Tenant may take possession of the Premises only after (a) this Lease is signed by both parties, (b) the Lease Guaranty is signed by Justin Hammer, and (c) the rental and security deposits stated in paragraphs 3 and 4 below are paid to Landlord.

3) Rental. Tenant agrees to pay to Landlord monthly installments for rent ("Rent") as follows:

a). Base Rent

Term	Monthly Rent	Annual Rent
January through December 2016	$8,000.00	$96,000
January through December 2017	$8,500.00	$102,000
January through December 2018	$9,000.00	$108,000

b). Deferred Rent and Monthly Rent Payments

The Parties agree to a deferred rent program whereby the Base Rent will be split into Monthly Rent and Deferred Rent. Monthly Rent is the Base Rent minus $3,000, which is deferred and paid in installments in the first three months of the following year ("Deferred Rent") along with deferred rent consideration ("DRC") in the amount of $12,000 per year. Accordingly, Tenant will make monthly payments of Base Rent on the following schedule:

i). 2016: Monthly Rent will be paid each month in the amount of $5,000 for a total annual Monthly Rent of $60,000;

ii). 2017: Monthly Rent will be paid each month in the amount of $5,500 for a total annual Monthly Rent of $66,000, plus 2016 Deferred Rent in the amount of $36,000, plus $12,000 DRC (for a total of $48,000 in deferred amounts) will be paid as follows: $24,000 due on or before January 31, 2017; $12,000 due on or before February 28, 2017; and $12,000 due on or before March 31, 2017;

iii). 2018: Monthly Rent will be paid each month in the amount of $6,000 for a total Monthly Rent of $72,000, plus 2017 Deferred Rent in the amount of $36,000, plus $12,000 DRC (for a total of $48,000 deferred amounts) will be paid as follows: $$24,000 due on or before January 31, 2018; $12,000 due on or before February 28, 2018; and $12,000 due on or before March 31, 2018; and

iv). 2019: 2018 Deferred Rent in the amount of $36,000, plus $12,000 DRC (for a total of $48,000 deferred amounts) will be paid as follows: $24,000 due on or before January 31, 2019; $12,000 due on or before February 28, 2019; and $12,000 due on or before March 31, 2019.

Monthly Rent is payable in advance, is due on the FIFTH day of each month, and is due without any notice on the fifth day of each month during the Term. All payments of Deferred Rent and DRC shall be due as stated above without any notice and failure to make such payment shall be a default and material breach of this Lease. All payments (Monthly Rent, Deferred Rent and DRC) shall be in lawful money of the United States, which shall be legal tender in payment of all

debts and dues, public or private, at the time of payment. Immediately upon execution of this Lease by Tenant, Tenant shall deposit with Landlord the sum of $5,000.00 as and for the 1st month's Monthly Rent required to be paid under this paragraph 3. Immediately upon execution of this Lease by Tenant, Tenant shall deposit with Landlord the sum of $6,000.00 as and for the 36th month's Monthly Rent required to be paid under this paragraph 3. As long as the Tenant is not in default on any terms or conditions of this Lease, the first and last month's Monthly Rent payment shall be held by Landlord and used in full to pay the appropriate month of Monthly Rent when due.

4) **Security Deposit.** Immediately upon execution of this Lease by Tenant, Tenant shall deposit with Landlord and will keep on deposit at all times during the primary term of this Lease (and any extension thereof), the sum of $8,500.00 for a "Security Deposit", as a damage deposit and as security for the faithful performance of all the terms, conditions and covenants of this Lease. If, at any time during the primary term of this Lease (or any extension thereof), Tenant shall be in default of the performance of any of the provisions of this Lease, Landlord shall have the right, but not the obligation, to use the Security Deposit and then the last month's Rent under paragraph 3, or as much thereof as Landlord may deem necessary, to cure, correct or remedy any such default. Tenant, upon written notification thereof, shall pay to Landlord any and all such expenditure or expenditures so that Landlord will at all times have the full amount of the Security Deposit and last month's Rent as security. At no time shall Tenant expect to use or actually use any part or all of the Security Deposit to fulfill or in lieu of fulfilling any obligation or duty under this Lease. Within sixty (60) calendar days from the termination of this Lease in any manner, if Tenant is not in default, the Security Deposit or so much thereof as has not been lawfully expended by Landlord as allowed by this Lease, shall be returned to Tenant, without interest.

5) **Use of Premises.** Upon commencement of this Lease in accordance with paragraph 3 above, Landlord expressly agrees that Tenant shall have the right to use and occupy the Premises for legal operation of growing commercial industrial hemp and/or general agricultural or nursery related uses, all as allowed under applicable laws, rules, regulations and ordinances related thereto, and/or for retail, general office, administrative, warehouse uses, construction of hoop houses or greenhouses all consistent with growing, storing, processing and/or selling commercial hemp and/or general agricultural or nursery related uses. As for the drainage area or wetlands area on the Property and adjacent to the Premises (the "Wetlands"), Tenant shall not alter, occupy, or conduct any operations of any kind within, or otherwise use in any manner, the Wetlands for any reason whatsoever, and shall otherwise comply with any applicable governmental rules or regulations regarding the Wetlands. Tenant's right to use and occupy the Premises is expressly conditioned on Tenant's full and strict compliance at all times with all applicable laws, rules, regulations, zoning and land-use requirements related thereto as promulgated or issued by the United States, the State of Colorado (including the Department of Revenue and the Department of Agriculture) and/or the County of Arapahoe for the use of the

Premises and/or for the cultivation, storage, processing and sale of commercial hemp. This includes first obtaining all needed licenses, permits and approvals, and then maintaining the same in good standing at all times without any legal, regulatory or disciplinary action being taken or threatened to be taken. Any violation or breach of said laws, rules and/or regulations, or any revocation, termination, suspension or loss of any license, permit or approval (or privilege or right under the same), including those needed to cultivate, store, process or sell commercial hemp on the Premises, shall be a default by Tenant under this Lease and shall automatically terminate in full Tenant's rights to occupy and use the Premises under this Lease.

6) **Additional Rent.** For each year or portion of year under the Term of this Lease, Tenant shall pay a proportional share of certain costs and expenses related to the Premises as additional rent ("Additional Rent") as more fully set forth below in paragraphs 7 and 8. Failure to pay such Additional Rent when and as due will result in a default and material breach of this Lease.

7) **Payment of Taxes.** Landlord agrees to pay, before they become delinquent, all real estate taxes ("Taxes") assessed against the Premises and all appurtenances thereto. If said Taxes relate to a time period where this Lease is in effect, Tenant shall reimburse Landlord within TEN (10) business days from issuance of Landlord's written demand for payment as Additional Rent Tenant's proportional share of such Taxes, which the parties agree will be SIXTY-FIVE PERCENT (65%) of the Taxes assessed against the Property. If the Lease was in effect for only part of the year, the annual Taxes for that year shall be pro-rated for reimbursement by the Tenant based on that part of the year the Lease was in effect.

8) **Insurance.** During the Term of this Lease (and any extension thereof), Tenant will acquire and maintain the following types of insurance in the amounts specified, at Tenant's sole cost and expense, and will have Landlord identified on such insurance policies as an additional insured (and/or co-payee) and Tenant will provide a copy of all such insurance policies to Landlord prior to and as a condition to taking possession of the Premises:

a) Tenant shall at all times during the Term of this Lease (and any extensions), acquire and maintain real and personal property insurance in an amount of at least $1,000,000.00 covering all improvements existing on the Premises at the Commencement Date insuring against the perils of flood, fire, lightning, extended coverage (tornado and flood), vandalism and malicious mischief, extended by special extended coverage endorsement to insure against all other risks of direct physical loss. In the event the Landlord's improvements shall be damaged or destroyed during the primary term of this Lease (or any extension thereof), Landlord shall apply all such insurance proceeds to restore the Premises (damaged property) to the same condition as existed immediately prior to such casualty or as close to such condition as is reasonably practicable.

b) Tenant shall at all times during the Term of this Lease (and any extensions), acquire and maintain real and personal property insurance in an amount at least equal to

the replacement cost (as defined in such insurance policy) on all of its alterations, additions, partitions, and improvements constructed, installed or erected by and on behalf of Tenant on or about the Premises. Subject to the provisions of paragraph 16 below, in the event the improvements installed or erected by the Tenant shall be damaged or destroyed during the Term of this Lease (or any extension thereof), Landlord and/or Tenant shall apply all such insurance proceeds to restore said improvements (damaged property) to the same condition as existed immediately prior to such casualty or as close to such condition as is reasonably practicable.

c) Tenant shall at all times during the Term of this Lease (and any extensions), acquire and maintain a comprehensive general combined liability insurance policy providing protections of at least $1,000,000.00 combined single limit (with deductible not to exceed $5,000) against claim and liability for personal injury, bodily injury, death and property damage arising from Tenant's business and other operations on the Premises, the use, ownership maintenance, disuse or condition of the Premises, any improvements located on or appurtenant to the Premises, improvements or adjoining areas or ways.

d) The parties agree that all insurance policies obtained pursuant to this Lease shall include, to the extent permitted by the applicable insurance company, a clause or endorsement which shall waive the right of subrogation on the part of the insurance carrier against both Landlord and Tenant. Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through and under them by way of subrogation.

e) All insurance by virtue of this Lease shall be written with an insurance company licensed to do business within the State of Colorado and approved by Landlord (which approval shall not be unreasonably withheld).

9) Assignment and Subletting. This Lease or any interest herein may be assigned by Tenant, without Landlord's consent to any entity controlled by, under common control with, or controlling Tenant (with adequate proof of said control being provided to the Landlord at least ten (10) days prior to the effective date of the assignment), but otherwise may not be assigned by Tenant without Landlord's consent, which consent shall not be unreasonably withheld. A merger (with Tenant being the surviving entity), consolidation (with Tenant being the surviving entity), or sale of stock or membership interests of Tenant of less than 50% of the beneficial interest in the Tenant, shall not constitute an assignment of this Lease for the purpose of this paragraph. Any consent to assignment or subletting given by Landlord shall not constitute a waiver of necessity for such consent to a subsequent assignment or subletting. Any assignee or subtenant (in addition to Tenant) shall be personally responsible for all payments, conditions, covenants and agreements in this Lease. No assignment or subletting shall be permitted unless the Tenant is in full compliance with all terms and conditions of the Lease and is not in default

on any terms or conditions. Prior to any assignment or sublease, any proposed assignee or sublessee shall provide whatever financial and background information that is reasonably requested by the Landlord to allow Landlord to assess and conclude in its determination and discretion that the proposed assignee or sublessee is as creditworthy and capable of performing the duties and obligations as Tenant. Tenant shall, upon Landlord's request, submit information to Landlord to enable Landlord to evaluate in its determination the ability of the proposed assignee or sublessee to use and occupy the Premises in full and strict compliance with all applicable laws, rules, regulations, zoning and land-use requirements related thereto as promulgated or issued by the United States, the State of Colorado (including the Department of Revenue and the Department of Agriculture) and/or the County of Arapahoe for the use of the Premises and for the cultivation, storage, processing and sale of commercial hemp, a nursery or other related agricultural uses. Only one assignment or subletting may occur or be allowed during the entire Term of the Lease (including any extension thereof). If an assignment or subletting is permitted, the Right of First Refusal shall terminate. However, the Tenant will remain liable for all obligations under this Lease and agrees to fully guarantee the timely performance and compliance of all terms, conditions, duties and obligations undertaken by the assignee or sublessee in favor of the Landlord under this Lease. The following events shall be considered an assignment or sublease requiring compliance with the above by Tenant: (i) a transfer or conveyance of all or more than 50% interest in the Lease (or any portion thereof, legal or equitable) (ii) the execution of a contract or agreement creating a right to ownership (or any portion thereof, legal or equitable) in the Lease; (iii) or a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Tenant.

10) Utilities.

a) Immediately upon taking possession of the Premises, Tenant shall transfer all utilities to its name and thereafter for the Term of this Lease will promptly pay and be solely responsible for all charges for water, sewer, heat, gas, electricity and other public utilities used on the Premises. If Tenant shall fail to pay any utilities as required herein, Landlord may pay such utilities (without waiving any other remedies available under this Lease) on account of Tenant, and the same shall be deemed to be Additional Rent and shall become due and payable ten (10) calendar days after written notice to Tenant. Landlord shall not be liable for any loss or damage caused by an interruption or failure of utility service serving the Premises. Landlord represents that to the best of its actual knowledge with no duty of inquiry: (i) the only water rights and well rights on the Premises are the two existing approximately one-thousand (1,000) foot deep wells on the property represented by permit # 245652 and permit # 63495-F, which are each subject to limits, separate rules, regulations and "conditions of approval" imposed by the Office of the State Engineer (Colorado Division of Water Resources), applicable State law, and applicable rules, ordinances and regulations; (ii) the wells serve as the only current water source for

the Premises and the entire Property; (iii) one well is limited to ordinary household purposes, and that this is the only well currently supplying water to and for the Premises; (iv) the second well is limited to commercial use and is "permitted" (the "Commercial Well"), but no pump is installed, and the Commercial Well is currently not in service; (iv) the only sanitary service for the Premises is a septic tank system; and (vi) the Premises does not have any municipal water or sewer service; Landlord has not applied for any municipal water or sewer taps; no sewer or tap fees have been paid. Tenant will do its own due diligence regarding the foregoing. The above two Permits reportedly do not confer a water right. Tenant has completed its own inspection of the subject wells and has reviewed the applicable permits. Upon signing this Lease, Tenant accepts said wells in "as-is" "where-is" condition, with all faults, which includes but is not limited to, without any warranty or representation by Landlord of any sort as to past or future water quantity, flow, pump-rate, quality, potability of the water, recent or continued availability or use, and subject to any future regulations or directives. Tenant acknowledges that it should investigate the water source to determine the long-term sufficiency of the water supply. Tenant shall be solely responsible for the maintenance, repair and upkeep of the wells and any attendant pump equipment and piping. The wells are to remain in the name of Landlord or Sean McEniry. Tenant shall draw water from the wells only for the reasonable and sole use and benefit of Tenant's operations on the Premises. Any use of the commercial well will be at the Tenant's sole effort and expense. Use of the commercial well must be in full and strict compliance with any and all present and future limits, rules and regulations applicable to the well. This includes installing any required meter and limiting withdrawals to the amount allowed under the permit or applicable rules and regulations. Tenant shall not withdraw well water from either well in excess of the amounts allowed by the applicable permits or applicable rules and regulations. Notwithstanding anything herein to the contrary, Pioneer is allowed to draw up to 200,000 gallons of water per year at no cost from the two wells. Tenant shall cooperate with Pioneer in any request and effort to take such quantity of water. Tenant will be solely responsible for arranging to secure new or change existing electrical service for the Premises. There is presently no heat or gas supplied to the Premises except by portable propane sources. Tenant shall be solely responsible to obtain and supply its' own heat as desired for the Premises.

b) Tenant will provide to Landlord specifications for Tenant's intended use of the Commercial Well for purposes of determining the type and size of pump and accessory equipment necessary to satisfy Tenant's needs. Landlord agrees to have the pump and requisite accessory equipment installed on the Commercial Well and to pay up to $12,000 to complete such installation. In the event that the costs to install the pump and requisite accessory equipment is greater than $12,000, Tenant agrees to pay (at the time such costs are incurred) fifty percent (50%) of any such amounts greater than $12,000.

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11) **Indemnity.** Tenant agrees to exonerate, hold harmless, protect and indemnify Landlord other from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise during the Term of this Lease (or any extension thereof) for personal injury, loss of life or loss or damage to any property sustained in or about the Premises resulting from, or arising, directly or indirectly, out of the use or occupancy of the Premises, and from and against all costs, counsel fees, expenses and liabilities incurred in any such claims, the investigation thereof or the defense of any action or proceeding brought thereon; and from and against any judgments, orders, decrees or liens resulting from such matters and any fines levied by any authority for violation of any law, regulation or ordinance by virtue of the ownership and/or use of the Premises. Landlord shall not be liable for any loss or damage to persons or property resulting from fire, explosion, gas, electricity, water or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, except personal injury caused by or due to the negligence of Landlord. Landlord shall not be liable for interference with the gas and/or electrical service, heating/air conditions, or for any defect, latent or otherwise in the Premises. Tenant shall give prompt notice to Landlord in case of fire or other casualty or accidents on the Premises. Tenant shall not permit any mechanic's or materialmen's liens to be filed against the Premises and hereby indemnifies and holds Landlord harmless from and against any liability, damage, expense or cost which may be incurred by Landlord in connection with any mechanic's or materialmen's liens which may be filed against the Premises as a result of the provisions of this Lease.

12) **Triple Net Lease.** Except as provided in this Lease, this Lease is intended to be a triple net lease and Landlord shall have no obligation of any kind to make any expenditures of any kind or nature on the Premises. Throughout the Term of this Lease (and any extension thereof), Tenant, at Tenant's sole cost and expense, shall maintain in good, substantial and sufficient condition, repair and order, connections with water, electric, and septic systems exterior walls (excluding painting thereof), floors, subflooring, roof, driving surfaces, railings, fences, and all structural parts of the Premises ("Tenant–Obligations"). Tenant, at Tenant's sole cost and expense, shall maintain, repair and keep in good, substantial and sufficient condition, repair and order the interior and exterior of the improvements on the Premises, glass, doors, signs, yard areas, parking areas, snow removal, and air conditioning and air cooling systems, heating apparatus, machinery, and any other fixtures used in connection with the operating of the Premises. In the event Tenant fails to maintain the Premises as stated above or fails to commence the necessary repairs or replacements or diligently pursue the completion of the repairs or replacements, Landlord, in addition to all of the remedies available under this Lease (and without waiving any other remedies), and after Notice to Tenant giving an opportunity to cure within 30-calendar-days from the date of such notice, or if such matter cannot be cured within a 30-calendar-day period, then Tenant's failing to commence to correct the same within said 30-calendar-day period and thereafter failing to prosecute the same to completion with reasonable diligence, may make the repairs, the cost of which shall become due and payable as

Additional Rent ten (10) calendar days after written notice to Tenant. Tenant shall not permit, commit or suffer waste, impairment or deterioration of the Premises or the improvements thereon or any part thereof, reasonable wear and tear excepted.

13) **Hazardous Materials.** Tenant shall not (either with or without negligence) cause the escape, disposal or release of any hazardous biologically or chemically active substances or other hazardous substances or materials ("Hazardous Materials"). Tenant shall not allow the storage or use of such Hazardous Materials in any manner not sanctioned or permitted by law or by the highest standards (including safety, use and application standards) prevailing in the industry for the storage and use of Hazardous Materials, nor allow to be brought into the Premises any Hazardous Materials except to use and store in the ordinary course of Tenant's business for the Use allowed in paragraph 5 hereof and in commercially reasonable quantities. Any pesticides used or stored on the Premises must be of a specific type or nature that is pre-approved by the governing Federal or State entity. By way of example and not limitation, Tenant may use cleaning products, fertilizers and pesticides that comply with lawful rules and regulations promulgated by the applicable Colorado enforcement agency or any such State subdivision charged with such matters. Without limitation, Hazardous Materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601 et seq. the Resource Conservation and Recovery Act, as amended, 42 USC Section 6901 et seq. and applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, including pesticides, then the reasonable cost of testing and resulting cleanup thereof shall initially and solely be burdened by Tenant, unless such testing proves that the Tenant did not release such Hazardous Materials on the Premises. In such case, Landlord shall reimburse Tenant if testing proves the Landlord is responsible for such release on the Premises. In addition, Tenant shall execute affidavits, representations and all the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner provided in paragraph 11 of this Lease from any release of Hazardous Materials on the Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. Upon request of Landlord, Tenant shall provide Landlord with its current MSDS for all materials on the Premises, as well as current lists of chemicals and pesticides used and/or present on the Premises. Tenant grants Landlord a right to enter the Premises at any reasonable time (during regular business hours) to conduct an inspection for such materials.

14) **Alterations to Premises.** Tenant shall have the right, at Tenant's sole cost and expense, to make changes or alterations to any building on the Premises, upon prior written notice to and the consent of the Landlord which consent shall not be unreasonably withheld; Tenant shall have the right, at Tenant's sole cost and expense, to install or erect new buildings or improvements (limited to greenhouses, hoophouses, pump, and generator) on the Premises, upon prior written

notice to and the consent of the Landlord which consent shall not be unreasonably withheld; Tenant shall have the right, at Tenant's sole cost and expense, to make upgrades, enhancements or renovations to any existing or new buildings or improvements on the Premises, upon prior written notice to and the consent of the Landlord which consent shall not be unreasonably withheld; provided, however, that in all cases any such changes or alterations , enhancements, upgrades, renovations, or installation of new buildings or improvements, the same shall be made subject to the following conditions, which Tenant agrees to observe and perform:

a) No Structural Changes. No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of any existing or new improvements on the Premises or disturb or interfere with the quiet enjoyment of any other tenants.

b) Permits. No change or alteration shall be undertaken until Tenant shall have procured and paid for all required Federal, State, County, municipal and other governmental permits and authorizations of the various governmental and municipal departments and governmental subdivisions having jurisdiction. All plans and specifications relating to any change or alteration shall be submitted to Landlord for Landlord's prior written approval (including location), which shall not be unreasonably withheld.

c) Governmental Compliance. All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with all land use, building and zoning laws (including the existing PUD) and with other laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments and the appropriate departments, commissions boards and offices thereof.

d) Worker's Compensation Insurance. At all times when any change or alteration is in progress, Tenant shall maintain, at Tenant's sole cost and expense. Worker's Compensation insurance in accordance with the law or laws now or hereafter enacted governing all persons employed in connection with the change or alteration and general liability insurance for the mutual benefit of Landlord and Tenant, expressly covering the additional hazards due to the change or alteration.

e) Security Against Liens. Landlord retains the right at any time and from time to time after giving reasonable notice to Tenant to enter upon the Premises in order to inspect the progress of any alterations being made by Tenant and to post any signs or notices disclaiming Landlord's responsibility or liability for the payment of any mechanic's or materialmen's fees, or anyone furnishing labor or services to the Premises. Tenant shall not permit any party to file lien or claim against Landlord or Landlord's interest in the Premises on account of any such improvement or alteration for work done

or supplies furnished at the insistence of Tenant. In the event a lien or claim is filed against the Premises, Tenant shall immediately cure and pay the amount of such lien or claim (including any costs) or in good faith diligently pursue the defense of any such lien or claim and upon request by Landlord, immediately substitute a bond for the lien in accordance with Colorado law.

f) Until termination of the Lease, all alterations, improvements and enhancements installed or made on the Premises by the Tenant shall remain in total on and affixed to the Premises and will be owned by Landlord. At the termination of the Lease, and at Landlord's sole option, Tenant shall remove said alteration, improvement and upgrade (renovation and/or enhancement), and restore the Premises at its sole cost and expense to the original condition of the Premises at the time the Lease commenced (reasonable wear and tear excepted). If Tenant makes alterations or improvements to the Premises (including new greenhouses, hoophouses, generators, water or well pumps, or piping, or upgrades, renovations or enhancements to any existing or new improvement), then such alteration, improvement and upgrade (renovation and/or enhancement) shall at the option of Landlord remain unaltered and shall remain on the Premises and not be removed by Tenant. If so elected by the Landlord, said alterations, improvements or enhancements shall become the sole property of the Landlord at termination of the Lease without any compensation or reimbursement to the Tenant. Electrical wiring and connections that are hardwired or attached to any existing or new improvement shall be considered an upgrade, renovation or enhancement covered by this subparagraph. Any building or structure that is anchored or affixed to the ground by or with the aid of a concrete foundation or caisson shall be considered an alteration or improvement covered by this subparagraph.

15) Condemnation.

a) Complete Taking. If, during the Term of this Lease (or any extension thereof), all of the Premises shall be taken as a result of the exercise of the power of eminent domain or shall be sold or conveyed under threat of condemnation ("Complete Taking"), this Lease shall terminate and be of no further force or effect. Landlord shall be solely entitled to any compensation award in the event of a Complete Taking of the Premises and/or the Property.

b) Partial Taking. If, during the Term of this Lease (or any extension thereof), less than substantially all of the Premises shall be taken as a result of the exercise of the power of eminent domain or shall be sold or conveyed under the threat of condemnation ("Partial Taking"), this Lease shall remain in full force and effect and the Rent hereunder will be proportionately reduced by the amount of the Premises taken. Landlord shall be solely entitled to any compensation award in the event of a Partial Taking. If the extent of the Partial Taking results in a loss of more than 25% of the Premises, or otherwise

results in the loss of more than 25% of Tenant's business operations on the Premises (as measured by a reduction in business revenues), Tenant shall have the option to terminate this Lease.

16) **Destruction of Premises.** If any existing or new alterations, buildings, or improvements standing or erected upon the Premises on or after the Commencement Date of this Lease shall be destroyed or damaged ("Damage") in whole or in part by fire or as a result of, directly or indirectly, war or act of God or occurring for any reason whatsoever, Tenant (at its sole cost and expense, and with the cooperation of Landlord) shall promptly repair, replace and rebuild the same ("Restoration") at least to the extent of the value and as nearly as practicable to the character of the building or improvements existing immediately prior to the Damage. Any and all insurance proceeds obtained from any applicable insurance coverage required by this Lease or otherwise shall be used by the Tenant (with cooperation of Landlord) and exclusively applied by the Tenant to conduct the Restoration stated above. Landlord shall have no obligation itself to restore, repair or otherwise rebuild any existing or new alteration, building or improvement on the Premises. If insurance proceeds are not adequate to fully pay for or conduct the Restoration, Tenant shall bear the additional expense of completing the Restoration.

17) **Default Provisions.** The occurrence of any one or more of the following events shall constitute a default and material breach of this Lease by Tenant:

a) Failure to Pay Rent. Tenant failing to pay Rent or Additional Rent herein reserved or failing to make any other payments required to be made by Tenant when due and not cured within five (5) calendar days of written notice from Landlord of the same.

b) Failure to Comply with any Other Covenants, Terms and Conditions. Tenant failing to perform or comply with any of the other terms, covenants and conditions herein contained for which Tenant is responsible, and such failure continuing and not being cured for a period of thirty (30) calendar days after written notice or if such default is a default which cannot be cured within a 30-calendar-day period, then Tenant's failing to commence to correct the same within said 30-calendar-day period and thereafter failing to prosecute the same to completion with reasonable diligence. Breach or default also occurs if Tenant fails comply with any applicable statute, ordinance, rule or regulation promulgated by the State of Colorado (Department of Agriculture or Department of Revenue), or County of Arapahoe, regarding the cultivation, storage, processing or sale of commercial hemp.

c) Abandonment. Tenant abandoning the Premises.

d) Bankruptcy. Tenant being adjudicated a bankrupt or insolvent or Tenant filing in any court a petition for bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Act (as now or in the future amended) or the filing of

an involuntary bankruptcy against Tenant (unless said involuntary bankruptcy is terminated within thirty (30) calendar days from the date of said filing), or Tenant filing in any court for the appointment of a receiver or trustee of all or a portion of Tenant's property or there being appointed a receiver or trustee for all or a portion of Tenant's property, unless said receiver or trustee is terminated within thirty (30) calendar days from the date of said appointment.

c) Assignment for Benefit of Creditors. Tenant making any general assignment or general arrangement of Tenant's property for the benefit of Tenant's creditors.

18) Remedies. In the event of an occurrence of default as set forth above, Landlord shall, in its sole right and discretion, have the right to choose one or more of the following remedies (which shall not be mutually exclusive but cumulative):

a) Terminate Lease. After Notice to Tenant giving an opportunity to cure any financial default within five (5) business days, or any non-financial default within thirty (30) days, or if such default is a default which cannot be cured within a thirty (30)-calendar-day period, then Tenant's failing to commence to correct the same within said thirty (30)-calendar-day period and thereafter failing to prosecute the same to completion with reasonable diligence, terminate this Lease and end the term hereof by giving to Tenant written notice of such termination, in which event Landlord shall be entitled to recover from Tenant at the time of such termination the present value of the excess, if any, of the amount of rent reserved in this Lease for the then balance of the term hereof over the then reasonable rental value of the Premises for the same period. The present value shall be determined by discounting all future excess rent amounts at a rate of five percent (5%) per annum. It is understood and agreed that the "reasonable rental value" shall be the amount of rental which Landlord can obtain as rent for the remaining balance of the initial term or renewal term, whichever is applicable, excepting for a reasonable period to relet the Premises. Landlord shall also be entitled to recover reasonable brokerage commissions and attorneys' fees and costs; or

b) Sue Monthly for Rents. After Notice to Tenant giving an opportunity to cure any financial default within five (5) days, or any non-financial default within thirty (30) days, or if such default is a default which cannot be cured within a thirty (30)-calendar-day period, then Tenant's failing to commence to correct the same within said thirty (30)-calendar-day period and thereafter failing to prosecute the same to completion with reasonable diligence, and without resuming possession of the Premises or terminating this Lease to sue monthly for and recover all rents, other required payments due under this Lease, and other sums including damages and legal fees at any time and from time to time accruing hereunder; In the event of Landlord's election to proceed under this provision, then such election and action shall not relieve Tenant of Tenant's obligations and liabilities under this Lease; or

19) **Repossess Premises**. Upon written notice to all interested parties giving an opportunity to cure any financial default within five (5) days, or any non-financial default within thirty (30) days or if such default is a default which cannot be cured within a thirty (30)-calendar-day period, then Tenant's failing to commence to correct the same within said thirty (30)-calendar-day period and thereafter failing to prosecute the same to completion with reasonable diligences, reenter and take possession of the Premises or any part thereof and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove the effects of either or both (forcibly, if necessary) without being deemed guilty in any manner of trespass and without prejudice to any remedies for rent delinquencies or preceding lease defaults, in which event Landlord may from time to time without terminating this Lease relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises, and such reentry or taking of possession of the Premises by Landlord shall not be construed as an election on Landlords part to terminate this Lease unless a written notice of termination is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. In the event of Landlord's election to proceed under this provision, then such repossession shall not relieve Tenant of Tenant's obligations and liabilities under this Lease, all of which shall survive such repossession and Tenant shall pay to Landlord as current damages the Rent and Additional Rent and other sums hereinabove provided which would be payable hereunder if such repossession had not occurred, less the net proceeds (if any) of any reletting of the Premises after deducting all of Landlord's expenses in connection with such reletting, including but without limitation all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs, and expenses of preparation of such reletting. Tenant shall pay such current damages to Landlord on the days on which the basic rental would have been payable hereunder if possession had not been retaken, and Landlord shall be entitled to receive the same from Tenant on each such day.

20) **Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event more than thirty (30) calendar days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) calendar days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) calendar day period and thereafter diligently prosecutes the same to completion.

21) **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent, Additional Rent, or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges

which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent, Additional Rent, or any other sums due from Tenant shall not be received by Landlord or Landlord's designee within five (5) calendar days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount (said Rent remains fully due and payable on the first day of each month), nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Unless specifically designated in writing otherwise by the Landlord, any payments received by Landlord from Tenant shall be applied first to fully pay any unpaid late charges, then to fully pay any Additional Rent that is due, then to fully pay any Rent that is due, then to pay any other sums currently due to Landlord under this Lease. Landlord shall advise Tenant how any such payments are being applied.

22) **Holdover.** Notwithstanding any rule or law to the contrary, in the event Tenant remains in possession of the Premises or any part thereof subsequent to the expiration of the Term hereof and such holding over shall be with the express written consent of Landlord, such possession and occupancy shall conclusively be deemed to be a tenancy from month-to-month only, under Colorado law, at a monthly rental of one hundred and ten percent (110%) of the existing rate at the end of the Term hereof payable immediately by Tenant and, further, such possession shall be subject to all of the other terms and conditions (except any option to renew or right of first refusal to purchase) contained in this Lease. Failure to pay said monthly rental upon commencement of the month-to-month tenancy shall cause an immediate late fee of 5% to be assessed, and Tenant shall be in default on this Lease. Notwithstanding any rule or law to the contrary, in the event Tenant remains in possession of the Premises or any part thereof subsequent to the expiration of the term hereof and such holding over shall be without the express written consent of Landlord (which consent may be withheld in the sole, subjective, unfettered and complete discretion of the Landlord), such possession and occupancy shall conclusively be deemed to be a tenancy at sufferance only, under Colorado law, and Tenant shall be subject to immediate eviction and related legal action. Any possession by the Tenant after termination of this Lease without the express written consent of the Landlord shall be valued at a monthly rental of two-hundred percent (200%) of the existing Rent at the end of the term hereof (that may be imposed and compensable on a daily rate basis).

23) **Subordination and Estoppel Letter.** This Lease shall be subordinate to all Mortgages and Deeds of Trust which now or hereafter may affect or be recorded on the Premises, and Tenant shall execute and deliver upon demand of Landlord any and all instruments desired by Landlord or mortgagee (deed of trust holder), whether present or future lienholders, fully and unconditionally subordinating this Lease and any amendment thereto in the manner required by

Landlord to any new or existing Mortgage or Deed of Trust. Should Tenant fail to execute and deliver any such documents or instruments within ten (10) calendar days after receipt thereof, Tenant shall be in default on this Lease. In addition to other remedies available to Landlord in this Lease, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact for the purpose solely of executing and delivering any such documents or instruments pursuant to this paragraph. Any holder of a Mortgage or Deed of Trust may rely upon the terms and conditions of this paragraph. Further, Tenant shall at any time and from time to time, upon not less than ten (10) calendar days; prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modifications and certifying that this Lease as so modified is in full force and effect) and the dates to which rental and other charges are paid in advance, if any, and acknowledging that there are not, to Tenants knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed, and if requested by Landlord that Tenant is in full compliance with all terms and conditions of the Lease and any underlying license obligations for hemp cultivation, storage, processing or sale. Tenant shall attorn to any buyer of the entire Property, to any buyer at any foreclosure sale or to any grantee or transferee designated in any deed given in lieu of foreclosure. Tenant does acknowledge that Pioneer occupies a portion of the overall Property (the Pioneer Leased Premises) in or around the Premises.

24) **Surrender of Premises.** Upon the Termination Date of this Lease, Tenant shall have the right to remove all of Tenant's unattached equipment, machinery, other personal property and items that never were attached to the Premises and that can be removed without damage to the buildings or improvements, provided that upon such removal the Premises are delivered in as good condition as existed at the time of the Commencement Date, ordinary wear and tear excepted. If Tenant installs an electric generator and hard-wires said generator into any existing or new building or improvement, said electric generator and hard-wiring shall remain part of the Premises and shall not be removed by Tenant. If any greenhouses or hoophouses are constructed or installed on the Premises by Tenant, said greenhouses and hoophouses shall not be removed by Tenant. All of said items shall become the property of the Landlord without compensation or reimbursement to Tenant. See paragraph 14 above for additional limits and terms.

25) **Miscellaneous.**

a) Notice. Notice or other communication under this Lease shall be in writing and shall be effective either upon: (i) hand delivery receipted for; or upon on the last to occur of (ii) three (3) days after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested and one of the following three methods; (iii) the date specified for delivery after deposit with a nationally recognized courier, such as Federal Express or UPS, for next or second day delivery service; (iv) upon receipt between the hours of 8:00 A.M. and 5:00 P.M. local time for receiving facsimile machine, or 8:00 A.M. the following day for facsimiles received after 5:00 P.M., via telephone facsimile

transmission to the facsimile numbers set forth herein below (if any) as evidenced by the time and date indicated on the confirmation of receipt generated by the transmitting facsimile machine and provided original notice is promptly thereafter sent as otherwise provided herein; or (v) via E-mail or electronic messaging upon receipt of a delivery confirmation or reply generated by the receiving party. The foregoing shall in no event prohibit notice from being given as provided by the Colorado Revised Statutes and/or the Colorado Rules of Civil Procedure, as the same may be amended from time to time. Notice shall be addressed to the parties as follows or as may be otherwise designated by Notice from time to time:

Landlord: McEniry Ventures LLC
Attn: Sean McEniry
Mailing Address: 16612 E. Prentice Circle, Centennial, CO 80015
Phone: 303-242-1999
Email: seanmceniry@hotmail.com

Copy to: Kenneth K. Skogg. Attorney at Law
Mailing Address: 1099 Eighteenth Street, Suite 2950, Denver, CO 80202
Email: kskogg@lfslaw.com

Copy to: Carol Sandstead, Re/Max 100
Email: carol.sandstead@gmail.com

Tenant: YP Productions, LLC
c/o Revivid LLNF
1870 West 64th ~~Street~~, #D
Denver, CO 80221

Guarantor: Justin Hammer
1177 So. CHANTRELLA DR.
SAN RAMON, CALIF 94582

b) Time of the Essence. Time is of the essence hereof for any and all obligations and duties.

c) Quiet Enjoyment/Peaceful Possession. Upon Tenant's paying the rental herein reserved and upon performing all of the terms and conditions of this Lease on Tenant's part to be performed, Tenant shall at all times during the Term of this Lease (and any extension thereof) peacefully and quietly have, hold and enjoy the Premises. This covenant in favor of the Tenant is subject to actions of parties over which the Landlord

has no control. These include the United States and its various departments and agencies in the exercise of their own discretion in enforcing Federal law. These include any lender or mortgagee in the exercise of their own discretion or right or privilege in enforcing or relying on Federal or State law or contracts or terms in a contract to which they are a party.

d) Choice of Law. This Lease is entered into in the State of Colorado and shall be construed in accordance with the law thereof.

e) Heading and Captions. The headings and captions used in this Lease are for the convenience of reference only and shall not be used in the construction or interpretation of this Lease.

f) Inurement. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, administrators, successors and assigns (if any are allowed under the terms of this Lease).

g) Construction of Terms. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall be held to include the plural, as the identity of Landlord or Tenant requires.

h) No Waiver. No waiver by either party of any provisions hereof shall be deemed a waiver of any other or subsequent provisions hereof or of any other or subsequent breach of the same or any other provision. Either party's consent to, delay in enforcement of, or approval of any act shall not be deemed to render unnecessary the obtaining consent to or approval of any subsequent act.

i) Attorneys' Fees. In case suit shall be brought to enforce or interpret any provisions of this Lease, the prevailing party shall be awarded (in addition to the relief granted) all reasonable attorneys' fees and costs incurred resulting from such litigation.

j) Legal and/or Other Counsel. Tenant and Landlord acknowledge that Tenant and Landlord have consulted or have had adequate opportunity to consult legal, tax or other counsel in connection with the execution of this Lease, zoning of the Premises, tax implications, and all other aspects relative to the transaction contemplated herby.

k) Severability. If any sentence, paragraph or section of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those provisions.

l) Facsimile/Email Transmittals. The parties agree that facsimile or email transmittal of this Lease shall be considered as an originally executed document and shall be binding upon the parties hereto.

26) Right of First Refusal. Subject to the rights of Pioneer under its Lease with Landlord, during the Term of this Lease (and any extensions) Landlord hereby grants to Tenant a Right of First Refusal to purchase the Property as follows:

a) Notice by Landlord of Proposed Sale. If Landlord desires to sell, transfer, assign, or convey any of the Property (each, a "Transfer"), Landlord shall deliver to Tenant notice of its desire to complete such Transfer, together with an executed copy of a bona fide written contract (the "Purchase Contract") with the proposed purchaser.

b) Tenant's Right to Purchase. Tenant shall have the right to purchase the Property on the terms set forth in the Purchase Contract by so notifying Landlord within ten (10) days following receipt of Landlord's notice (the "Response Period"). If Tenant does not notify Landlord within the Response Period, such failure to notify shall be deemed to constitute Tenant's election not to purchase any of the Premises. If Tenant notifies Landlord of its desire to purchase, Landlord shall be bound to complete the Transfer and Tenant shall be bound to purchase the Property in accordance with the provisions of the Purchase Contract, and the closing of the purchase shall take place on the later of (a) the date for closing set forth in the Purchase Contract; or (b) thirty (30) days after Tenant has notified Landlord of the exercise of its right to so purchase (the "Purchase Date"). The closing and payment of costs in connection therewith shall be in accordance with the Purchase Contract, as applicable, except that (i) no brokerage fee or commission shall be payable by Tenant, and (ii) Tenant may elect to purchase the Property for cash despite any provision in the Purchase Contract for financing of such purchase or for the structuring of the sale as an exchange of any of the Premises with other real property.

c) Tests and Inspections. At any time during the Response Period, Tenant, its Affiliates, and their employees, agents, and licensees shall have the right to enter on the Property for purposes of conducting soils, environmental and other tests, inspections, audits, assessments and investigations (together, "Tests"), and inspecting the Property and its components, including the condition of the Improvements and all components thereof. Tenant may, at its option, retain engineers or other consultants for the purposes of performing or assisting in such Tests and inspections. Landlord agrees to cooperate reasonably with any such Tests or inspections.

d) Subsequent Sales of Premises. If Tenant shall elect not to exercise its right of first refusal, Landlord may proceed to complete the Transfer of the Premises or any of the Premises covered by the Purchase Contract, but no such Transfer shall be made at a price less than the price offered to Tenant or otherwise on provisions less favorable to Landlord than were offered to Tenant without first sending to Tenant a new notice setting forth such new price and/or provisions, in which event Tenant shall have a further ten (10)-day Response Period in which to elect to purchase at the new price and/or provisions. If the Transfer to any such proposed purchaser is not consummated within sixty (60) days after

the expiration of the time for closing set forth in the Purchase Contract, any Transfer thereafter, whether to the same or any other purchaser, shall be subject to all the above provisions relating to Tenant's right of first refusal. No failure of Tenant to exercise its right to purchase in any one or more instances shall constitute a waiver of Tenant's right to purchase at the time of any subsequent proposed sale, and Tenant shall continue to enjoy such right of first refusal with respect to any and all subsequent proposed sales.

e) Procedures Upon Purchase.

i. If any of the Premises are purchased by Tenant pursuant to this Article 21, Landlord shall convey the same title thereto as that which was conveyed to Landlord, and Tenant shall accept such title, subject, however, to the Permitted Exceptions, to all other liens, exceptions and restrictions on, against or relating to any of the Premises, created or consented to in writing by, or resulting from the acts of, Tenant after the date of this Lease, and to all applicable Laws, but free of any liens, encumbrances, exceptions, restrictions, and other matters on, against or relating to the Premises that have been created by, through or under Landlord (including the lien of any Mortgage).

ii. On the Purchase Date, Tenant shall pay to Landlord the purchase price for any of the Property conveyed, in immediately available funds, and Landlord shall deliver to Tenant a special warranty deed in a form to be mutually agreed upon by the parties. Tenant shall pay to Landlord on the Purchase Date the amount of any outstanding Rent, Additional Rent and any other amounts outstanding under the Lease.

iii. Upon the completion of such purchase, this Lease shall terminate.

iv. Any prepaid obligations hereunder paid to Landlord shall be prorated as of the Purchase Date, and the prorated unapplied balance shall be deducted from the amount due to Landlord.

27) **Landlord Right of Entry.** Landlord shall have the right to enter the Premises from ~~the~~ time to time upon Landlord scheduling such entry in advance with Tenant.

28) **Counterparts.** A copy of this Lease may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Lease between the parties.

29) **Farming Operations to Maintain Agricultural Classification and Valuation of Landlord's Property** Landlord and tenants of the Property have conducted farming operations on the Property in order to maintain the classification and valuation of the property as "agricultural property" for general real property tax purposes. Tenant will list itself with the FSA office in Byers, Colorado as the operator of the farm on the Property and will provide to the FSA all required crop reports and other information necessary to maintain the current agricultural based property tax valuations.

30) **Personal Guaranty of Lease.** Guarantor acknowledges and agrees that as a condition to Landlord entering into this Lease with Tenant, Guarantor guarantees Tenants obligations under this Lease (the "Guaranty") as follows:

a) Guarantor absolutely and unconditionally guarantees to Landlord: (a) the full and prompt payment of all Monthly Rent, Additional Rent and all other sums and charges payable by Tenant under the Lease and any and all amendments, modifications or other instruments relating thereto, whether now or hereafter existing; (b) all other obligations of any kind owing from time to time by the Tenant under the terms of the Lease, and (c) the full and prompt payment of all damages, costs and expenses which shall at any time be recoverable by Landlord from Tenant by virtue of the Lease and any amendments, modifications and other instruments relating thereto (hereinafter referred to individually as an "Obligation" and collectively as "Obligations"). If any Obligation is not paid or performed by Tenant punctually when due, subject to any applicable grace period, including without limitation any Obligation due by acceleration of the maturity thereof, Guarantor will, upon Landlord's demand, promptly pay or perform such Obligation or cause the same to be paid or performed strictly in accordance with the terms thereof. In addition, Guarantor will pay to Landlord, upon demand, all losses and reasonable costs and expenses, including without limitation reasonable counsel fees, which may be incurred by Landlord in the collection or enforcement of the Obligations or of Guarantor's obligations under this Agreement.

b) Guarantor further hereby unconditionally and irrevocably agrees and guarantees to make full and prompt payment to Landlord of any of the Obligations or other sums paid to Landlord pursuant to the Lease which Landlord is subsequently ordered or required to pay or disgorge on the grounds that such payments constituted an avoidable preference or a fraudulent transfer under applicable bankruptcy, insolvency or fraudulent transfer laws; and Guarantor shall fully and promptly indemnify Landlord for all costs (including, without limitation, attorneys' fees) incurred by Landlord in defense of such claims of avoidable preference or fraudulent transfer. Guarantor further agrees to pay to Landlord, upon demand, all losses and reasonable costs and expenses, including without limitation reasonable attorneys' fees, that may be incurred by Landlord in attempting to cause the Obligations to be satisfied or in attempting to cause satisfaction of Guarantor's liability under this Agreement. The provisions of this Section b shall survive any termination of this Lease.

c) All moneys available to Landlord for application in payment or reduction of the Obligations may be applied by Landlord to the payment or reduction of such of the Obligations in such manner and in such amounts and at such times or times as Landlord may see fit.

d) This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall not be affected, waived, released, discharged, modified or diminished by reason of: (a) any assignment of the Lease by Tenant or any subletting of the Premises thereunder; (b) any dealings or transactions occurring between Landlord and Tenant; (c) any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant or the rejection or disaffirmance of the Lease in any proceedings; or (d) the exchange, surrender or release of any security for the Obligations or the alteration, renewal, extension, in whole or in part, of the Lease or any other obligation of Tenant. Guarantor acknowledges and agrees that the Obligations may, from time to time and with Guarantor's prior written consent (which consent may be granted or withheld in Guarantor's sole and absolute discretion), be exchanged, surrendered, altered, renewed, extended, modified, compromised, released or waived by Landlord; and Guarantor shall remain bound under this Guaranty notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, modification, continuance, compromise, waiver, inaction, extension of further credit or other dealing.

e) Guarantor hereby expressly waives (a) notice of acceptance of this Guaranty; (b) presentment and demand for payment of any of the Obligations; (c) protest and notice of nonpayment, nonperformance, nonobservance or default to Guarantor or to any other party with respect to any of the Obligations; (d) all other notices to which Guarantor might otherwise be entitled; and (e) any demand for payment under this Guarantor. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, its successors or assigns of any of the rights or remedies reserved to Landlord pursuant to provisions of the Lease Notwithstanding anything to the contrary, Landlord shall deliver to Guarantor (simultaneously with delivery to Tenant) copies of all notices to be delivered by Landlord to Tenant under the Lease.

f) This Guaranty is an absolute and unconditional guaranty of payment, regardless of any law, regulation or decree now or in the future in effect which might in any manner affect the obligations of Tenant or any rights of Landlord, or cause or permit to be invoked any alteration of time, amount, currency or manner of payment of any of the obligations guaranteed. This Guaranty shall be enforceable against Guarantor without the necessity for any suit or proceeding on Landlord's part whatsoever against Tenant, without the necessity that resort be had to any security or to any balance of any deposit account or credit on the books of Landlord in favor of Tenant or any other person or entity. No invalidity, irregularity or unenforceability of all or any part of the Lease shall affect, impair or be a defense to this Guaranty. This Guaranty shall constitute a primary obligation of Guarantor.

g) Delay or failure on the part of Landlord to exercise any rights hereunder shall not operate as a waiver of any such rights. No notice to or demand on Guarantor shall be deemed to be a waiver of the obligation of Guarantor or of the right of Landlord to take further action without notice or demand as provided herein. Any modification or waiver of the provisions of this Guaranty or any termination hereof will only be effective if in writing and signed by Landlord, and then only to the specific instance for which given.

h) Guarantor represents, warrants and agrees that Guarantor has the power, authority and legal right to execute, deliver and perform this Guaranty. This Guaranty has been duly executed and delivered by Guarantor and constitutes a valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms.

i) If Guarantor shall become bankrupt or insolvent, or any application shall be made to have Guarantor declared bankrupt or insolvent, or a receiver or trustee shall be appointed for Guarantor or for all or a substantial part of the property of Guarantor, or if Guarantor shall make an assignment for the benefit of his creditors, notice of such occurrence or event shall be promptly furnished to Landlord by Guarantor.

j) All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of the date first set forth above.

TENANT:
YP PRODUCTIONS, LLC

By: _____
Print Name: _____
Date: _____

GUARANTOR:

By: _____
Date: _____

LANDLORD:
McEniry Ventures LLC

By: _____
Print Name: _____
Date: _____

-- END OF LEASE --

STATE OF COLORADO

_____County of Jefferson

The foregoing instrument was acknowledged before me this 7th day of January,

2016 by VP Productions LLC by Justin Hammer

and McEnicy Ventures LLC by Sean McEnicy

& 2020

My commission expires 2-20-2016

WITNESS my hand and official seal.

Sheryl L Cannon

Notary Public

NOTARY PUBLIC
SHERYL L CANNON
STATE OF COLORADO

City Of Aurora
Real Property
15151 E. Alameda Parkway, 3rd Floor
Aurora, Colorado 80012-1555

Memorandum of Intent
to Purchase Real Property
Department of Public Works
City of Aurora

R.O.W. File No. 13-07WD4
Project No. 13024
Account No. _____

Parcel Description: Situated in the W ½ of the W ½ of the NE ¼ of Sec. 6, T4S, R65W, of the 6th P.M., City of Aurora, County of Arapahoe, State of Colorado, more particularly described on the attached "Exhibit A".

1. The undersigned seller expresses intent to sell the above described parcel to the City of Aurora, Colorado, hereinafter referred to as the "City".
2. General Warranty Deed conveying an interest in said parcel shall be executed and delivered at a time mutually agreeable to the City of Aurora, Department of Public Works and the seller.
3. Payment shall be reserved until such a time as there is properly executed and delivered a General Warranty Deed.
4. If title insurance is deemed to be necessary by the City, the City shall pay the cost of obtaining title insurance.
5. Title shall be merchantable in the seller and the seller hereby agrees that on the date of conveyance, said parcel shall be free and clear of all taxes and special assessments (whether assessed or not) and all liens and encumbrances. The seller agrees to indemnify the City for any expenses incurred by the City to satisfy or release said taxes, special assessments, liens and encumbrances. The seller further agrees that the City may withhold from the consideration payable under this memorandum any portion necessary to satisfy said taxes, special assessments, liens and encumbrances until such time as the seller furnishes to the City evidence acceptable to the City that said taxes, special assessments, liens and encumbrances haves been satisfied or released. The terms of this paragraph shall control the dealings of the parties unless otherwise provided for herein below.
6. It is understood by the seller that the City desires said parcel for public purpose.
7. The memorandum shall not be considered as binding upon the parties until such time as all of the hereinbelow signatures have been obtained.

The said parcel contains 36.08 acres of land and improvements as follows: N/A

The monetary consideration acceptable to the sellers and the City is $ 4,180,581.02
Price per Square Foot $ 2.66
Total $ 4,180,581.02

City of Aurora		Seller	
Real Property Agent	Date 6/15/18	Owner Dorothy Tarabanski	Date 6/13/18
Reviewed Real Property Manager	Date 6-15-18	Owner Via POA	Date 6/13/18
Reviewed Legal Department	Date 6-15-18		
Approved:		Approved:	

Approved:
By: _____
Print: David J. Chambers
Title: Director of Public Works

City Of Aurora
Real Property
15151 E. Alameda Parkway, 3rd Floor
Aurora, Colorado 80012-1555

Memorandum of Intent
to Purchase Real Property
Department of Public Works
City of Aurora

R.O.W. File No. 13-07WD4
Project No. 13024
Account No. _____

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3. Payment shall be reserved until such a time as there is properly executed and delivered a General Warranty Deed.
4. If title insurance is deemed to be necessary by the City, the City shall pay the cost of obtaining title insurance.
5. Title shall be merchantable in the seller and the seller hereby agrees that on the date of conveyance, said parcel shall be free and clear of all taxes and special assessments (whether assessed or not) and all liens and encumbrances. The seller agrees to indemnify the City for any expenses incurred by the City to satisfy or release said taxes, special assessments, liens and encumbrances. The seller further agrees that the City may withhold from the consideration payable under this memorandum any portion necessary to satisfy said taxes, special assessments, liens and encumbrances until such time as the seller furnishes to the City evidence acceptable to the City that said taxes, special assessments, liens and encumbrances haves been satisfied or released. The terms of this paragraph shall control the dealings of the parties unless otherwise provided for herein below.
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City of Aurora		Seller	
Real Property Agent	Date 6/15/18	Owner Dorothy Savakoski	Date 6/13/18
Reviewed Real Property Manager	Date 6-15-18	Owner Via POA	Date 6/13/18
Reviewed Legal Department	Date 6-15-18		
Approved:		Approved:	

Approved:
By: _____
Print: David J. Chambers
Title: Director of Public Works

of the project is to be $1,850,000 with UDFCD contribution of $250,000. The City will contribute the remaining $1,600,000 which is included in the 2010 budget.

Comments:
Council Member Sandstrom asked why UDFCD was only providing $250,000 and not fifty percent of the project cost. L. Catalano said for the most part UDFCD will provide fifty percent of the cost of the project except for construction funds (which this is) and the $250,000 is more than the normal allotted share. These are excess funds from other entities which UDFCD has made available to Aurora Water to help offset the project cost. This may qualify Aurora Water for UDFCD maintenance money in the future because of UDFCD participation in the project. Council Member Sandstrom asked if Aurora Water could get more funding from UDFCD. L. Catalano said this was all of the funds Urban Drainage had available for this project. Council Member FitzGerald asked if someone could provide a calculation of how much is paid in taxes as a City to UDFCD and how much is paid back to the City. M. Pifher said that Aurora Water would provide that information to the Committee.

Outcome:
The Committee supported the Intergovernmental Agreement (IGA) between the City of Aurora and the UDFCD to design and construct improvements to Baranmor Ditch and recommend forwarding a Resolution approving the IGA to the September 27, 2010 regular City Council meeting.

Follow-up Action:
Staff will present the Intergovernmental Agreement and Resolution between the City of Aurora and the UDFCD to design and construct improvements to Baranmor Ditch to the September 27, 2010 regular City Council meeting.

Staff will provide the Committee with the UDFCD calculation regarding how much is paid in taxes as a City to UDFCD and how much the City receives back in funding.

B. First Creek Detention
L. Catalano presented the First Creek Detention – Urban Drainage Intergovernmental Agreement. This agreement between Urban Drainage and Flood Control District (UDFCD) and the City of Aurora is for design, right-of-way acquisition and construction of drainage and flood control improvements for First Creek Detention. A Master Drainage Plan and Flood Hazard Area Delineation report was recently completed for the upper First Creek basin. The proposed work will include land acquisition; mapping; compilation of existing data; necessary field work; development of final design; and construction of a regional detention pond. Construction will also include channel grading, erosion control, revegetation and other miscellaneous items necessary to complete the work. The total cost of the project is projected to be $400,000 with UDFCD contributing $200,000. The City will contribute the remaining $200,000 which is included in the 2010 budget.

Comments:
No comments were made.

Outcome:
The Committee supported the Intergovernmental Agreement (IGA) between the City of Aurora and the UDFCD to design and construct improvements to First Creek and recommend forwarding a Resolution approving the IGA to the September 27, 2010 regular City Council meeting.

Follow-up Action:
Staff will present the Intergovernmental Agreement between the City of Aurora and the UDFCD to design and construct improvements for First Creek to the September 27, 2010 regular City Council meeting.

VIII. WISE Partnership Update
M. Pifher gave a brief update on the WISE Partnership Dialogue. There has been a continuing dialogue between Aurora Water, Denver Water and the South Metro Water Supply Authority (SMWSA) concerning a "regional project" designed to create efficiencies by utilizing excess system capacities, maximizing existing water supplies and cooperating on water acquisitions. This has resulted to date in the execution of a couple of agreements between the parties and the completion

b. Consideration to AWARD A SOLE SOURCE CONTRACT to Hach Company, Loveland, Colorado in the amount not to exceed $80,000.00 to cover the cost of water quality monitoring equipment and supplies for Aurora Water treatment facilities through October 2011. STAFF SOURCE: Dan Mikesell, Manager of Water Operations, Aurora Water

APPROVED: 11-0 **RECONSIDERATION DATE: 10/11/2010**

c. Consideration to AUTHORIZE MAYOR to execute a quit claim deed releasing the City's interest in a parcel of land consisting of approximately 8,916 sq. ft. located in the NW 1/4 of Section 32, T3S, R66W, Adams County (Jones Family Trust). STAFF SOURCE: Joani L. Cravens, Manager of Real Property, Public Works

APPROVED: 11-0 **RECONSIDERATION DATE: 10/11/2010**

Final Ordinances

♦ d. Consideration of an ORDINANCE FOR FINAL of the City Council, of the City of Aurora, Colorado, amending Section 130-523 of the City Code of the City of Aurora, Colorado, regarding the New Job Reward Program. STAFF SOURCE: Michael Hyman, Assistant City Attorney

APPROVED: 10-0 **ORDINANCE NO.: 2010-34**
RECONSIDERATION DATE: 10/11/2010 **EFFECTIVE DATE: 10/30/2010**

10. **RESOLUTIONS**

♦ a. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and Urban Drainage and Flood Control District, regarding shared funding of drainage and flood control improvements for Baranmor Ditch at Peoria Street in Adams County, with Aurora's projected share to be $1,600,000. STAFF SOURCE: Larry Catalano, Engineering Division Manager, Aurora Water

APPROVED: 10-0 **RESOLUTION NO.: R2010-51**
RECONSIDERATION DATE: 10/11/2010 **EFFECTIVE DATE: 09/27/2010**

♦ b. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and Urban Drainage and Flood Control District, regarding shared funding of drainage and flood control improvements for First Creek Detention in Arapahoe County with Aurora's projected share to be $200,000. STAFF SOURCE: Larry Catalano, Engineering Division Manager, Aurora Water

APPROVED: 10-0 **RESOLUTION NO.: R2010-52**
RECONSIDERATION DATE: 10/11/2010 **EFFECTIVE DATE: 09/27/2010**

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

Outcome: This was an informational item only.

Follow-up Action: No follow-up needed.

IV. First Creek Detention – Urban Drainage IGA Amendment

L. Catalano stated First Creek Detention was presented about a month ago to the Water Policy Committee. The agreement between Urban Drainage and Flood Control District (UDFCD) and the City of Aurora is for design, right-of-way acquisition and construction of drainage and flood control improvements for First Creek detention. A Master Drainage Plan and Flood Hazard Area Delineation report was recently completed for the upper First Creek basin. The basin requires regional detention to account for existing and future development. The proposed work will include land acquisition; mapping, compilation of existing data; necessary field work; development of final design; and construction of a regional detention pond. Construction will also include channel grading, erosion control, revegetation and other miscellaneous items necessary to complete the work. The total anticipated budget for all work above is in the range of $2,500,000. The original agreement had a UDFCD contribution of $200,000 and a City contribution of $200,000. Because the City of Aurora has delayed improvements to Coal Creek, which was scheduled for UDFCD matching funding in 2010, UDFCD has agreed to make these matching funds available for this First Creek Detention project. Funding currently exists in the approved 2010 Stormwater budget. This Amendment has UDFCD and the City contributing an additional $100,000 each, bringing UDFCD's total cost sharing portion of the project to $300,000. The City will be responsible for the remaining portion of the anticipated $2,500,000 budget.

Comments:
No comments.

Outcome: The committee supported the First Creek Detention – Urban Drainage IGA Amendment being forwarded to the December 6, 2010 Regular Session for Aurora City Council consideration.

Follow-up Action: This First Creek Detention – Urban Drainage IGA has been added to the December 6, 2010 Regular Session for Aurora City Council consideration.

V. FEMA Grant Submittal

M. Donelson gave a power point overview of the FEMA Grant Submittal. The Department of Homeland Security, Federal Emergency Management Agency (FEMA), manages three (3) grant programs that were created to assist local, State, and Tribal governments in mitigating against the many natural hazards we face in Colorado. The three (3) grant programs are: Pre-Disaster Mitigation (PDM), Flood Mitigation Assistance (FMA) and Repetitive Flood Claims (RFC). All three grant programs are managed at the local level by the Colorado Division of Emergency Management (CDEM). M. Donelson focused his discussion on the Pre-Disaster Mitigation (PDM). The PDM grant program is to assist local communities in the reduction or elimination of damages and to protect people and property from natural hazards. Funding for PDM is a on a national level and subject to annual appropriation. M. Donelson discussed the project selected by staff from Aurora Water, Public Works and the Office of Emergency Management (The Westerly Creek Bridge/Channel improvement). The scope of this project is the bridge and connecting channel improvements. Estimated cost of the selected project is $3,000,000 dollars. Aurora Water's cost share is 25% which is $750,000 and is budgeted in the capital funding for system improvements. There are currently 44 active flood insurance policies in the study area with an average annual policy premium of $900.00 dollars. The results of this project being completed will be an annual savings of approximately $40,000 by the current policy owners. In January of 2011 FEMA will conduct 2 separate reviews of the project, administrative and technical. If FEMA selects the project then an Environmental Assessment of the project would be conducted. Once the project has met all of the required elements of the grant and the grant is awarded then 75% cost dispersal, $2,250,000 would be distributed to the City of Aurora. If the grant submittal is unsuccessful, due to other competing projects nationally, the project could be re-submitted for 2012. Until additional outside funding is obtained, Aurora Water will not be able to proceed with The Westerly Creek Bridge/Channel improvement. Everything has been carefully documented all of the processes, submittals and staff time so that there will be a comprehensive understanding of the overall level of effort required to successfully compete for a grant award.

Comments: Council Member FitzGerald asked who the grant was submitted to with FEMA. M. Donelson said the grant is submitted through an electronic system, the State level of FEMA is helping with the submittal. M. Donelson also stated he is

l. Consideration to APPROVE THE PURCHASE of 0.393 Share of Brighton Ditch Company Stock, by the City of Aurora, acting by and through its Utility Enterprise. STAFF SOURCE: Joe Stibrich, Deputy Director of Water Resources / Lisa Darling, South Platte Program Manager, Aurora Water

APPROVED: 9-1 Markert voting no **RECONSIDERATION DATE: 12/20/2010**

Final Ordinances

♦ m. Consideration of an ORDINANCE FOR FINAL of the City Council, of the City of Aurora, Colorado, amending Section 14-75 related to Pit Bulls and Restricted Breeds. STAFF SOURCE: Cheryl Conway, Animal Care Public Relations Specialist, Neighborhood Services

APPROVED: 7-2 FitzGerald, Markert voting no **ORDINANCE NO.: 2010-55**
RECONSIDERATION DATE: 12/20/2010 **EFFECTIVE DATE: 01/15/2011**

♦ n. Consideration of an ORDINANCE FOR FINAL of the City Council, of the City of Aurora, Colorado, rezoning Lot 2, Block 1, Sunrise at Quincy Subdivision Filing No. 1, County of Arapahoe, State of Colorado, from B-1 District (Retail Business District) to R-2 (Medium Density Residential District) and amending the zoning map accordingly (St. Anna's Home) 1.153 acres more or less (Case Number 2010-2002-00) ***Approved 5-0 with Singer and Wiggins absent at the October 13, 2010 Planning Commissioner Meeting.*** STAFF SOURCE: Elizabeth Tart-Schoenfelder, Senior Planner I, Planning & Development Services

APPROVED: 9-0 **ORDINANCE NO.: 2010-56**
RECONSIDERATION DATE: 12/20/2010 **EFFECTIVE DATE: 01/15/2011**

10. **RESOLUTIONS**

♦ a. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement for water supply between the Roxborough Water and Sanitation District (Roxborough), acting by and through its Water Activity Enterprise and the City of Aurora, acting by and through its utility enterprise. STAFF SOURCE: Mark Pifher, Director / Lisa Darling; South Platte Program Manager, Aurora Water

APPROVED: 9-0 **RESOLUTION NO.: R2010-69**
RECONSIDERATION DATE: 12/20/2010 **EFFECTIVE DATE: 12/06/2010**

♦ b. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and Urban Drainage and Flood Control District, regarding shared funding of drainage and flood control improvements for First Creek Detention with Aurora's additional projected share to be $100,000.00. STAFF SOURCE: Larry Catalano, Capital Projects Division Manager, Aurora Water

APPROVED: 9-0 **RESOLUTION NO.: R2010-70**
RECONSIDERATION DATE: **EFFECTIVE DATE: 12/06/2010**

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WATER POLICY COMMITTEE (WPC) MEETING

April 26, 2011

Members Present: Council Member Bob Roth, Chair; Council Member Barbara Cleland; Council Member Molly Markert

Others Present: Nancy Freed, Christine McKenney, Mark Pifher, Joe Stibrich, Steve Hellman, Pieter Van Ry, Dan Mikesell, Elly Watson, Greg Baker, Larry Catalano, Byron Jefferson, Rick Marsicek, John Schneebeck, Kathy Kitzmann, Jim Mitchell, Carl Eiberger, Colleen Lindstone, Leiana Baker

I. APPROVAL OF MINUTES

The minutes of the March 9, 2011, meeting were approved as presented.

II. CONSENT ITEMS

A. Monthly Financial Report
B. MESA Reports
C. Construction Change Order Summary Report
D. Construction Contract Award Report
E. Monthly Water Supply Update

Comments:
Council Member Roth asked if there is a way to measure the overall snowpack percentages in the South Platte and Arkansas basins and is the snowpack at 100% overall? J. Stibrich replied that this information can be included in future reports. Most of the City's Arkansas River Basin water supplies are from the Upper Arkansas portion which is at 100% of average. Snowpacks in the South Platte and Colorado basins are significantly above 100% of average. Future reports will include the estimates of the snowpack that most directly affect Aurora's supplies, and projections of runoff if available. Streamflows are currently projected to be above average in all of the City's watersheds.

Outcome: This is an informational item.

Follow-up Action: No follow-up is needed.

III. COMMUNICATIONS UPDATE

G. Baker updated the Committee on activity at the Binney Water Purification Facility that resulted in a short article in the Aurora Sentinel. The facility was shut down to perform planned maintenance to take advantage of existing warranties. Facilities are routinely taken off-line during the winter due to low water demand. In the future, the committee will receive a presentation in advance of scheduled shutdowns of consequence. G. Baker mentioned the upcoming Youth Water Festival on May 12th, an e-mail invitation was sent to all Council Members and judges for the fire hydrant painting contest are needed.

Comments: None.

Outcome: This is an informational item.

Follow-up Action: No follow-up is needed.

IV. First Creek Detention – Urban Drainage Intergovernmental Agreement Amendment

L. Catalano explained this is the second amendment to an Urban Drainage Intergovernmental Agreement (IGA) previously approved by Council. The original IGA and first amendment were approved in 2010. This amendment allocates another $150,000 by the City of Aurora and Urban Drainage to the design of this project.

Comments: Council Member Markert asked about the exact location. L. Catalano replied the location is south of Colfax and east of E-470, it is currently an empty field.

Outcome: The Committee approved this IGA and recommended forwarding on to a regular City Council meeting.

Follow-up Action: This item will be added to the May 9, 2011 regular City Council agenda.

V. Baranmor Ditch at Peoria Street – Urban Drainage Intergovernmental Agreement Amendment
L. Catalano stated the amendment is for an additional $200,000 from Urban Drainage for 2011. Does the Committee support this item going forward to the May 9th Council meeting?

Comments: N. Freed stated that RTD is allowing the City to use a portion of this as part of the in-kind match on the East Corridor Project. RTD is allowing the City to use right-of-way and drainage improvements, this is one of them. There are portions of it that are up near where the East Corridor comes through at Smith Road and Peoria Street.

Outcome: The Committee approved this IGA and recommended forwarding on to a regular City Council agenda.

Follow-up Action: This item will be added to the May 9, 2011 regular City Council agenda.

VI. Easterly Creek Outfall Systems Planning – Urban Drainage Intergovernmental Agreement
L. Catalano stated this is a new IGA with Urban Drainage for an Outfall Systems Planning study that covers Easterly Creek in northwest Aurora. The under designed storm sewer pipe network has led to flooding and created the need for this project. The proposed work will include mapping, compilation of existing data, necessary field work and development and evaluation of alternatives to provide the most feasible drainage and flood control master plan for the area. The total cost of the project is projected to be $150,000 with the City's portion being $75,000. Urban Drainage and Flood Control District will contribute the remaining $75,000. The City may apply for a FEMA grant through System Construction; this would also assist with the FEMA grant application.

Comments: Council Member Roth asked about the timeframe for applying for the FEMA grant, and the likelihood of receiving the grant. L. Catalano replied the study will be completed in time to make that application. The Outfall System Plan is being coordinated with the FEMA grant process and Aurora Water has a good chance of receiving the grant. Council Member Markert asked if this was underground and where is the location. L. Catalano stated most of it is piped. D. Mikesell added this is located off of Del Mar Parkway and 11th Avenue.

Outcome: The Committee approved this IGA and recommended forwarding on to a regular City Council agenda.

Follow-up Action: This item will be added to the May 9, 2011 regular City Council agenda.

VII. Upper Colorado River Wild and Scenic Alternative Management Plan
K. Kitzmann gave a brief history and explained the Upper Colorado River Wild and Scenic Alternative Management Plan. The Bureau of Land Management (BLM) and the U.S. Forest Service (USFS) are revising their land management plans and wild and scenic assessments are part of their plans. They are both landowners in the area. The intention is for this collaborative plan with other stakeholders in the area to balance permanent protection of the outstanding recreational and natural values of the Colorado River along with water project yield, and flexibility for water providers. Aurora's interest is in the Eagle River Basin and the right to future development of Homestake II, which will require a Federal permit. The BLM and USFS have identified four segments as meeting their criteria for a wild and scenic designation and have asked for an endorsement (via email) from the stakeholders and allowed the various stakeholders to develop an Alternative Management Plan that satisfies the BLM, USFS and all of the stakeholders. Mark Pifher will need to sign a letter giving a formal endorsement to the development of the Alternative Management Plan by June 30, 2011. In the next 3-5 years, a Memorandum of Understanding (MOU) will be developed that will include the City's obligations. Aurora's efforts are critical in protecting the development of Homestake II as part of the Eagle River MOU. When completely developed, this project will provide Aurora, Colorado Springs and the West Slope partners each with an additional 10,000 acre feet (a/f) of water. Costs now to the City are an annual assessment of approximately $1,000 for the City and staff time (meetings, modeling, data

Voting Aye: Berzins, Broom, Cleland, FitzGerald, Frazier, Markert, Miller, Peterson, Pierce, Roth

♦ c. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement Amendment between the City of Aurora, Colorado, acting by and through its Utility Enterprise and Urban Drainage and Flood Control District, regarding shared funding of First Creek detention upstream of I-70 with Aurora's projected match to be $150,000.

Motion by Peterson, second by Markert, to approve item 10c.

Voting Aye: Berzins, Broom, Cleland, FitzGerald, Frazier, Markert, Miller, Peterson, Pierce, Roth

♦ d. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement Amendment between the City of Aurora, Colorado, acting by and through its Utility Enterprise and Urban Drainage and Flood Control District, regarding shared funding of Baranmor Ditch Improvements at Peoria Street with Aurora's projected match to be $1,700,000.

Motion by Peterson, second by Cleland, to approve item 10d.

Council Member FitzGerald asked staff to clarify items 10b – d.

Lawrence Catalano, Manager Water Capital Projects, Aurora Water, did so.

Voting Aye: Berzins, Broom, Cleland, FitzGerald, Frazier, Markert, Miller, Peterson, Pierce, Roth

11. **ORDINANCES FOR FINAL**

♦ a. Consideration of an ORDINANCE FOR FINAL of the City Council of the City of Aurora, Colorado, amending Sections 14-75 of the City code to reduce the number of restricted breeds from 10 to 3 (American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier) and as to those three breeds create a protocol authorizing exempt status as service dogs.

Motion by Miller, second by Peterson, to approve item 11a.

Lora Stedman, Aurora, Colorado, spoke in favor of the item.

Voting Aye: Berzins, Cleland, Frazier, Miller, Peterson, Pierce, Roth

Voting Nay: Broom, FitzGerald, Markert

12 **RECONSIDERATIONS AND CALL-UPS**

None.

13. **GENERAL BUSINESS**

None.

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Comments: Council Member Roth said CWAC has members who are very technically savvy, intelligent, and able to evaluate and look into the detail of things. He appreciates their dedication. Council Members Peterson and Pierce also expressed appreciation for all of the work CWAC does. Council Member Pierce finds the customer perspective to be very helpful.

Outcome: This item was an informational item.

Follow-up Action: None

IV. First Creek Detention – Urban Drainage IGA Amendment

L. Catalano said this is the third amendment to the Intergovernmental Agreement (IGA) between Urban Drainage and Flood Control District (UDFCD) and the City of Aurora for design, right-of-way acquisition, and construction of drainage and flood control improvements for First Creek detention. The agreement allows Urban Drainage to contribute another $600,000 to this project. Design work is moving forward, and construction will probably begin in late 2013. The original cost of the project was $3.1 million with UDFCD contributing $200,000 toward this amount. The first amendment covered UDFCD contributing an additional $100,000. The second amendment resulted in an additional $150,000 contribution. With the third amendment and $600,000 contribution, Aurora's cost for the project will have been reduced to $2.5 million.

Comments: Council Member Roth asked if this would be the final amendment to this IGA. L. Catalano said there could be more. This should be the last one, but if there are funds available next year that are not going to be spent on another project, Aurora Water could ask Urban Drainage to allocate the funds back to this project.

Outcome: The Committee unanimously supported this item and forwarded it to the August 13, 2012, regular City Council agenda.

Follow-up Action: Staff will add this item to the August 13, 2012 regular City Council agenda.

V. Easement Exchange for South Platte Gage

K. Kitzmann said Aurora Water is requesting Committee support for an easement exchange between two adjoining property owners: the City of Aurora and the Kochmans. The exchange will provide Aurora Water better access to the Prince Gage on the South Platte River, and the Kochmans will gain improved access to their parcel. Aurora has maintenance responsibility for the gage, and it needs to be rebuilt. It will be safer and easier to rebuild it from the south side which is currently owned by the Kochmans.

Comments: Council Member Pierce suggested this item be forwarded directly to a regular City Council meeting.

Outcome: The Committee unanimously supported this item and forwarded it to the next available regular City Council meeting.

Follow-up Action: Staff will add this item to e-Agenda for the next available regular City Council meeting.

VI. Memorial Signing Program

A. Bunce explained the City of Aurora memorial sign program has been in existence for quite some time and the policy has not been updated. Requests have come in over the past couple of years that could not be fulfilled because of the restrictive nature of the current policy. Staff would like to update the policy to make it a little more consistent with some of the surrounding jurisdictions, to provide better service to the public, and to widen the educational opportunities

10. **RESOLUTIONS**

♦ a. **R2012-45**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between Adams County and the City of Aurora, for the general election to be held November 6, 2012.

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

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Peterson, Pierce, Roth

♦ b. **R2012-46**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving Intergovernmental Agreements between Arapahoe County and the City of Aurora, for the general election to be held November 6, 2012, and the TABOR notice for such election.

Motion by Hunter Holen, second by Peterson, to approve item 10b.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Peterson, Pierce, Roth

♦ c. **R2012-47**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between Douglas County and the City of Aurora, for the general election to be held November 6, 2012.

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

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Peterson, Pierce, Roth

♦ d. **R2012-48**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and Urban Drainage and Flood Control District, regarding shared funding of drainage and flood control improvements for First Creek Detention in Arapahoe County, with Aurora's projected share to be $600,000

Motion by Cleland, second by LeGare, to approve item 10d.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Peterson, Pierce, Roth

♦ e. **R201-49**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, ordering that a public hearing be conducted regarding the amendment of the Havana North Urban Renewal Plan by designating the boundaries of a new tax increment area.

Motion by Peterson, second by Roth, to approve item 10e.

Council Member Berzins asked staff to speak to how this redevelopment related to the section of the area was not just one store.

Melissa Rogers, Senior Development, Project Manager, Development Services, did so.

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campus. The new signs have been placed. At the main entrance by the library, a large sign has been placed referring to the campus as the Aurora Municipal Center. The next phase will involve the signage inside this building including the kiosks.

Comments:
Council Member Mounier said the signs are beautiful.

Outcome:
This item was for informational purposes only. No follow-up action is required.

VI. First Creek Detention IGA Amendment
L. Catalano presented the fourth amendment to the Urban Drainage and Flood Control District (UDFCD) and City of Aurora Intergovernmental Agreement for improvements on First Creek south of I-70. The original agreement was approved by City Council on September 27, 2010. Regional detention of the First Creek watershed is required for existing and future development. The scope of this amendment is to develop a final design of improvements. The amendment is the mechanism that allows UDFCD to cost share the project. UDFCD and Aurora Water will each pay $1,470,000 toward this phase. Property is being acquired at this time. The amendments are created towards the end of the year when the agencies can determine how much money can be budgeted for the next year's amendment to further this work.

Comments:
None.

Outcome:
The Committee supported this item and forwarded it to the October 14, 2013, regular City Council agenda.

Follow-up Action:
Staff will add this item to the October 14, 2013, regular City Council agenda.

VII. Rudei Insurance Water Participation Agreement
C. McKenney said this item relates to the federal Endangered Species Act which was a declaration by the United States Congress. It recognizes that numerous fish and wildlife have become extinct. The United States pledged itself as the sovereign state in the international community to conserve fish and wildlife that were facing extinction. In that process, numerous treaties were entered into with different countries to protect these species. A policy of congress is that federal agencies must cooperate with state and local agencies to resolve water issues in the conservation of these endangered species that were recognized in the international treaties. Today's presentation is in compliance with this pledge made by the United States. The City must cooperate on this endangered species issue or face serious consequences.

G. Knapp explained this agreement is the second of two agreements that are very closely tied together. The first part was the Upper Colorado River Endangered Fish Recovery Program Agreement that was presented at the July 17, 2013, IOPC meeting and forwarded without support to a future Study Session. (Please see minutes of July 17, 2013, IOPC meeting.) The Ruedi Agreement being presented today specifically provides for 2,000 AF of stored, renewable replacement water to prevent injury to water users as a part of the 10825 Water Project agreement. It is known as insurance water.

Voting Aye: Mayor Hogan, Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

d. Consideration to AWARD A SINGLE SOURCE CONTRACT to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of $82,000.00 for equipment, parts, and certified technical services for the annual upkeep of chlorine, chlorine dioxide, and ammonia systems at the Griswold, Wemlinger, and Binney Water Purification Facilities through September 30, 2014.

Council Member LeGare noted the contract increase and asked if the City questions the percentage of price increases.

Marshall Brown, Aurora Water Director, stated there were limited choices as to who could service the specific equipment.

Motion by LeGare, second by Hunter Holen, to approve item 9d.

Voting Aye: Mayor Hogan, Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

Final Ordinances

♦ e. **2013-31**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, vacating the public right-of-way between Peoria and Paris Streets and between 16th and 17th Avenue, City of Aurora, County of Adams, State of Colorado, and reserving a utility easement therein.

♦ f. **2013-32**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending subsections 86-516(a), (c), and (f) of the city code related to the holding and reporting period for property acquired by a secondhand dealer.

Motion by Roth, second by Mounier, to approve items 9e – 9f.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

10. **RESOLUTIONS**

♦ a. **R2013-67**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the amendment to the 2010 agreement between the City of Aurora, acting by and through its Utility Enterprise, and Urban Drainage and Flood Control District regarding final design, right-of-way acquisition and construction of drainage and flood control improvements for First Creek Detention upstream of I-70 in the City of Aurora, Arapahoe County.

Motion by Peterson, second by LeGare, to approve item 10a.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

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Infrastructure and Operations Policy Committee (IOPC) Meeting
June 11, 2014

Members Present: Council Member Sally Mounier, Chair; Council Member Bob Broom, Vice Chair; Council Member Renie Peterson - absent

Others Present: Nancy Freed, Jack Bajorek, Greg Baker, Marshall Brown, Mac Callison, Larry Catalano, Dave Chambers, Joani Cravens, Karen Hancock, Pam Hensley, Huiliang Liu, Christine McKenney, Tom McMinimee, Bob Watkins, Elly Watson, Kevin Wegener, Leiana Baker, Megan Mitchell

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Consent Items
A. Monthly Water Supply Update
B. Construction Change Order Summary Report
C. Edits to Infrastructure and Operations Policy Committee Goals and Objectives

Outcome: The Consent Items were supported as presented and no follow-up actions are required.

Aurora Line Update
M. Callison presented PowerPoint slides showing the construction progress being made at various locations along the Aurora Light Rail Line with details at the Iliff Avenue Station platform, Florida Avenue Station platform, East Toll Gate crossing, Colfax Station, the Peoria Station on the East Rail Line and the Peoria Crossing project.

Outcome: This item was for informational purposes only.

Colfax Bike-Pedestrian Improvement Intergovernmental Agreement (IGA)
T. McMinimee gave an overview of the bicycle and pedestrian improvements. The project corrects the Americans with Disability Act (ADA) non-compliant crossing ramps and constructs or modifies bicycle and pedestrian crossing enhancements for four intersections. Total project costs are estimate at $725,000, including a city funded match of $240,000 and federal grant funds of $485,000. The city design match has already been appropriated and exists in the 2014 budget for bicycle and pedestrian improvements on Colfax Avenue.

Outcome: The Committee supported and recommended this item be forwarded to the June 23, 2014, Study Session.

First Creek Detention Urban Drainage IGA Amendment
L. Catalano stated this is a fifth amendment to the Urban Drainage Intergovernmental Agreement (IGA) which contributes an additional $379,000 dollars from Urban Drainage and the City of Aurora towards the First Creek Detention project. The project is currently in design and land acquisition phase and is located east of Gun Club Road and south of I-70. Additional funds will likely be needed as final design finishes in 2015.

Outcome: The Committee supported and recommended this item be forwarded to the July 14, 2014, regular Council Meeting.

Lease Amendment for 2nd Solar Garden at 6th Avenue and Tower Road

K. Hancock gave an overview of the Solar Garden. Community members subscribe to an offsite solar photovoltaic array and receive the reduction offset at their home or business electric meter. This is a first amendment to the lease for a second solar garden adjacent to the original.

Due to the developer's deadlines with Xcel Energy, this amendment is required to go to Study Session and regular Council Meeting on the same day.

Outcome: The Committee supported and recommended this item be forwarded to the June 23, 2014, Study Session and regular Council Meeting.

Water and Sewer Service Line Protection Services

M. Brown stated this item was first brought to the Citizens' Water Advisory Committee (CWAC) and the Water Policy Committee (WPC) in 2009. Both Committees did not recommend. In November, 2010, there was a request for additional information on another company. Aurora Water researched the services and determined there were some differences in comparison to the other companies. However, these differences are administrative in nature and did not address the concerns raised by CWAC and WPC. Staff has noted that there are multiple service line warranty providers that have similar coverage and that those plans are available to single family homeowners in Aurora. At the June 3, 2014, CWAC meeting, the Committee reviewed the service line warranty program information. The Committee voted unanimously not to recommend reassessing a partnership to endorse a service line protection provider.

Outcome: The Committee supported and agreed not to pursue a public/private partnership to endorse a service line protection provider.

Colfax Corridor Connections Project Update

H. Liu gave an update of the project that the City and County of Denver, in coordination with the City of Aurora, has been undertaking which is a transportation planning study of the Colfax Corridor Connections. The purpose of the study is to identify a package of multi-modal transportation improvements that improve transit and overall mobility and accessibility in the study area. The project team has completed Screen 3 of the analysis that was presented to city staff in December, 2013. Staff had questions and concerns regarding the accuracy and reliability of the analyses and does not believe that traffic operational impacts along Colfax Avenue have been adequately and accurately reflected in the analyses. Denver staff plans to host public meetings in July, 2014, to share the analysis and to recommend Bus Rapid Transit (BRT) with exclusive lanes during peak periods as the locally preferred alternative. No additional analyses will be conducted before the environmental assessment, due to project budget constraints. City of Aurora staff has communicated to Denver that Aurora will not support any alternatives before additional information and analysis are provided and City staff has the opportunity to review the information.

Motion by Peterson, second by Mounier, to approve item 10e.

Jason Batchelor, Director, Finance, gave a presentation on the item.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

♦ f. **R2014-49**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement by and between the City of Aurora, Colorado, and Cherry Creek School District NO. 5, regarding the rental of school facilities.

Motion by Markert, second by Roth, to approve item 10f.

Council Member Markert commended staff on their efforts in this regard.

Mayor Pro Tem Roth concurred, noting this was a nice partnership between the school district and the City.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

♦ g. **R2014-50**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Amendment to the 2010 Intergovernmental Agreement between the City of Aurora, acting by through its Utility Enterprise, and Urban Drainage and Flood Control District regarding final design, right-of-way acquisition and construction of drainage and flood control improvements for First Creek detention upstream of I-70 in the City of Aurora, Arapahoe County.

Motion by Roth, second by Mounier, to approve item 10g.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

♦ h. **R2014-51**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, authorizing the submission of an application to Great Outdoors Colorado for a grant to partially fund the Montview Park Improvement Project.

Motion by Mounier, second by Peterson, to approve item 10h, with a waiver of reconsideration.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

♦ i. **R2014-52**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, finding a petition for annexation of a parcel of land located in the North one-half of the Southeast one-quarter of the Northeast one-quarter of Section 31, Township 5 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of

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Flood Control District, Adams County, Commerce City, City of Brighton and the City of Aurora. Aurora's share of the project cost is $5,000 of the total cost of $250,000.
Comments: None

Outcome: The Committee approved this item and recommended forwarding to the June 8, 2015, Study Session.

IV. Agreement for Funding of Outfall System for First Creek

Sarah Young stated this Intergovernmental Agreement (IGA) provides a mechanism for the City of Aurora, Urban Drainage and Flood Control District and Southeast Metro Stormwater Authority to jointly fund the development of an Outfall System Plan for First Creek upstream of I-70.

The hydraulic and hydrologic analysis of the stream channel will analyze the location, alignment and sizing of storm sewer channels, detention/retention basins and other facilities needed to provide efficient storm water drainage within the study area. Aurora's share of the project cost is $50,000 of the total cost of $200,000.

Comments: Council Member Broom asked, does this back up to Bureau of Land Board property. Sarah Young replied no.

Outcome: The Committee approved this item and recommended forwarding to the June 8, 2015, Study Session.

V. Frist Creek Detention Intergovernmental Agreement (IGA) Amendment

Steve Fiori stated that this is the sixth amendment to an existing Intergovernmental Agreement (IGA) with Urban Drainage and Flood Control District specifically with the First Creek Basin for $200,000, which will be matched by the City of Aurora.

This IGA amendment is part of the recommended plan in the Master Drainage Plan report. The proposed work will include land acquisition; mapping; compilation of existing data; necessary field work; development of final design; and construction of a regional detention pond. Construction will also include channel grading, erosion control, revegetation and other miscellaneous items necessary to complete the work.

Comments: Council Member Broom asked, if the pond would have a permanent pool. Steve Fiori replied no.

Council Member Roth stated that with Urban Drainage managing the project with participation from Aurora Water, what is Aurora's participation? Steve Fiori stated that Aurora will attend the meetings, are involved on consultant selection, contractor selection, and land acquisition.

Outcome: The Committee approved this item and recommended forwarding to the June 8, 2015, Regular City Council meeting.

Colorado. STAFF SOURCE: Michael Smyth, Planning Supervisor, Planning & Development Services

Motion by Broom, second by Mounier, to approve item 9i.

Voting Aye: Mayor Pro Tem Hunter Holen, Berzins, Broom, LeGare, Markert, Mounier, Peterson, Pierce

10. **RESOLUTIONS**

♦ a. **R2015-29**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Agreement between the City of Aurora and the Colorado Department of Transportation for Operation and Maintenance of State Highways. ***(STAFF REQUEST WAIVER OF RECONSIDERATION)*** STAFF SOURCE: Chris Carnahan, Deputy Director of Public Works Operations, Public Works

Motion by Peterson, second by Markert, to approve item 10a, with a waiver of reconsideration.

Voting Aye: Mayor Pro Tem Hunter Holen, Berzins, Broom, LeGare, Markert, Mounier, Peterson, Pierce

♦ b. **R2015-30**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an agreement between the City of Aurora and the State of Colorado Department of Transportation for the operation and maintenance of traffic control devices. ***(STAFF REQUEST WAIVER OF RECONSIDERATION)*** STAFF SOURCE: Chris Carnahan, Deputy Director of Public Works Operations, Public Works

Motion by Peterson, second by Mounier, to approve item 10b, with a waiver of reconsideration.

Voting Aye: Mayor Pro Tem Hunter Holen, Berzins, Broom, LeGare, Markert, Mounier, Peterson, Pierce

♦ c. **R2015-31**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Amendment to the Agreement between the City of Aurora, acting by and through its Utility Enterprise, the Urban Drainage and Flood Control District, Southeast Metro Stormwater Authority, Cherry Creek Basin Water Quality Authority, and Arapahoe County regarding drainage and flood control improvements for Cherry Creek at Arapahoe Road in Arapahoe County. STAFF SOURCE: Steve Fiori, Project Delivery Services Manager, Aurora Water

Motion by Peterson, second by Broom, to approve item 10c.

Voting Aye: Mayor Pro Tem Hunter Holen, Berzins, Broom, LeGare, Markert, Mounier, Peterson, Pierce

♦ d. **R2015-32**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the amendment to the 2010 agreement between the City of Aurora, acting by and through its Utility Enterprise, and Urban Drainage and Flood Control District regarding final design, right-of-way acquisition and construction of

♦ ***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.***

drainage and flood control improvements for First Creek Detention Upstream of I-70 in the City of Aurora, Arapahoe County. STAFF SOURCE: Steve Fiori, Project Delivery Services Manager, Aurora Water

Motion by Peterson, second by Pierce, to approve item 10d.

Voting Aye: Mayor Pro Tem Hunter Holen, Berzins, Broom, LeGare, Markert, Mounier, Peterson, Pierce

♦ e. **R2015-33**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and the E-470 Public Highway Authority for Delivery of Reclaimed Wastewater. STAFF SOURCE: Lisa Darling, Regional River Basin Program Manager, Aurora Water

Motion by Broom, second by Peterson, to approve item 10e.

Voting Aye: Mayor Pro Tem Hunter Holen, Berzins, Broom, LeGare, Markert, Mounier, Peterson, Pierce

♦ f. **R2015-34**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving a Memorandum of Understanding between the Department of the Interior, Bureau of Land Management Royal Gorge Field Office and the City of Aurora, Colorado, as cooperating agency for preparation of the Eastern Colorado Resource Management Plan and associated Environmental Impact Statement. STAFF SOURCE: Marshall Brown, Director, Aurora Water

Motion by Peterson, second by LeGare, to approve item 10f.

Voting Aye: Mayor Pro Tem Hunter Holen, Berzins, Broom, LeGare, Markert, Mounier, Peterson, Pierce

♦ g. **R2015-35**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving a reduction in the acreage of the Aurora Conference Center Urban Renewal area as required by the Aurora Conference Center Urban Renewal Plan. ***(STAFF REQUEST WAIVER OF RECONSIDERATION)*** STAFF SOURCE: Michael Hyman, City Attorney

Motion by LeGare, second by Berzins, to approve item 10g, with a waiver of reconsideration.

Voting Aye: Berzins, Broom, Hunter Holen, LeGare, Markert, Mounier, Pierce

Voting Nay: Peterson

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

♦ a. **2015-26**
PUBLIC HEARING and INTRODUCTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, rezoning two parcels of land at Regatta Plaza from B-3 (Highway Service District) to TOD (Trans-Oriented Zoning District) and amending the

♦ ***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
September 8, 2016

Members Present: Council Member Bob Roth, Chair; Council Member Barbara Cleland, Vice Chair (Absent); Council Member Bob LeGare

Others Present: Fernando Aranda, Greg Baker, Nancy Bailey, Marshall Brown, Joani Cravens, Alex Davis, Steve Fiori, Nancy Freed, Jo Ann Giddings, Pam Hensley, Sean Lieske, Christine McKenney, Dan Mikesell, John Murphy, Stephanie Neitzel, Swirvine Nyirenda, Geoff Rabinowitz, Tom Ries, Rachel Sapin (Aurora Sentinel), Gail Thrasher, Linda Whited

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V. First Creek Detention Upstream of I-70 IGA Amendment

S. Nyirenda presented the amendment to the agreement of a Master Drainage Plan (MDP) and Flood Hazard Area Delineation (FHAD) report completed in August 2010, for the upper First Creek basin. This is the seventh amendment to the agreement between Urban Drainage and Flood Control District (UDFCD) and the City of Aurora (COA) to provide regional detention in the First Creek watershed. The proposed work will include land acquisition, mapping, compilation of existing data, necessary field work, development of final design, and construction of a regional detention pond. Construction will include channel grading, erosion control, revegetation, and other miscellaneous items necessary to complete the work.

Upon execution of this amendment, UDFCD and the COA will provide an additional $200,000 each from 2016 budgets to increase total cost share to $2,249,000 each for a total of $4,498,000 available to the project.

Comments: Council Member Roth stated, this is a great example of cooperation between an organization like Urban Drainage and the long term look of 2011 through 2016, this is exactly what it is meant to be.

Outcome: The Committee supported forwarding this item to Regular City Council meeting.

City of Aurora

City Council and Commission Voting Results

Select a Type of Meeting: City Council

Meeting: 09-26-2016 - City Council Regular Meeting

Questions? Call: 303-739-7094 or Email

Agenda Item	Vote (Yes-No-Abstain-Absent)
5 Approve minutes September 12, 2016	Override: 11-0-0-0
6a Appoint Shawn Day as Presiding Judge	Override: 11-0-0-0
9a Jewell Park Renovation	Override: 11-0-0-0
9a-9b, 9d-9h Consent Calendar	Override: 11-0-0-0
9d Utah Pool Recreation Building Roof Replacement	Override: 11-0-0-0
9e Stormwater Rehabilitation Construction Contract	Override: 11-0-0-0
9f Pump Stations Rehabilitation Design Services Contract Amd	Override: 11-0-0-0
9g Award to GeosUAS	Override: 11-0-0-0
9h Food Service After School Program w/waiver	Override: 11-0-0-0
9b 2016 Median Pilot Project w/waiver	Override: 0-0-0-0
9c People's Building Renovation Project Work Pkg No. 2 w/waiver	Override: 11-0-0-0
9i - 9j* Consent Calendar	Override: 10-0-0-0
9i* Porteos Business Improvement District	Override: 10-0-0-0
9j* Aurora Wastewater Series Ordinance	Override: 10-0-0-0
10a* First Creek Detention Upstream of I-70 IGA Amd	**Override: 10-0-0-0**

Full Agenda Item Title:
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the amended and restated Intergovernmental Agreement between the City of Aurora, Colorado, by and through its Utility Enterprise, and the Urban Drainage and Flood Control District, regarding final design, right of way acquisition and construction of drainage and flood control improvements for First Creek Detention Upstream of I-70, No. 09

Bergan - Ward VI	Yes
Berzins - Ward III	Yes
Cleland - At-Large	Yes
Hogan - Mayor	
Lawson - At-Large	Yes
LeGare - At-Large	Yes
Mounier - Ward I	Yes
Peterson - Ward II Mayor Pro-Tem	Yes
Pierce - At-Large	Yes
Richardson - Ward IV	Yes
Roth - Ward V	Yes

10b* IGA with Buckley AFB Re East Tollgate Creek Study	Override: 10-0-0-0
10c Table lawful industry resolution indefinitely	Override: 5-6-0-0
10c* Industry Support Resolution	Override: 2-8-0-0
11a* Hampden Town Center GDP amendment	Override: 10-0-0-0
12a* Abatement Fund Closure Ordinance	Override: 10-0-0-0
13a Maverik Convenience Store cond use - call up	Override: 10-0-0-0
14 Reconsider 9e from 9-12-16 meeting	Override: 2-9-0-0
15a Reappoint 2 to Historic Preservation Commission	Override: 11-0-0-0
15b Reappoint 2 to Library Board	Override: 11-0-0-0
15c Appoint 11 youth to the Aurora Youth Commission	Override: 11-0-0-0
15d Appoint 2 adults to Aurora Youth Commission	Override: 10-1-0-0
15e Appoint 1 to Judicial Performance Commission	Override: 11-0-0-0
15f International Association of Fire Fighters, Local 1290 agrmt	Override: 10-1-0-0

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Water Policy Committee (WPC) Meeting
June 9, 2017

Members Present: Council Member Bob Roth, Chair: Council Member Brad Pierce, Vice Chair; Council Member Francoise Bergan

Others Present: Greg Baker, Marshall Brown, Alex Davis, Steve Fiori, Nancy Freed, Jo Ann Giddings, Alicia Gilley, Pam Hensley, Dawn Jewell, Christine McKenney, John Murphy, Kelley Neumann, Sarah Young, Linda Whited, James DeHerrera

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VI. FIRST CREEK DETENTION INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

Summary of Issue and Discussion: This amendment is regarding final design, right-of-way acquisition, and construction of drainage and flood control improvements for First Creek Detention Upstream of I-70. The basin requires regional detention to account for existing and future development. Proposed work includes land acquisition, mapping, compilation of existing data, necessary field work, development of final design, and construction of a regional detention pond. Construction will also include channel grading, erosion control, revegetation, and other miscellaneous items necessary to complete the work.

Council Member Roth asked, when we continue to have amendments, is it due to Urban Drainage and Flood Control District's annual budget, and they can only commit a certain amount each year. S. Fiori replied that is part of it. If you look back at the history of this project the original estimate was approximately $3.1 million, and has gone up significantly since then so we have to continue to fund the project through these amendments to add more money to the project. Council Member Roth asked if it is due to unknowns such as engineering and design. S. Fiori replied, yes. Council Member Bergan asked, when it starts to be built what will it look like, will it be a detention pond? S. Fiori replied, yes.

Outcome: The Committee supports the First Creek Detention Intergovernmental Agreement Amendment, and forwarded the matter to Regular Session for consideration.

Follow-Up Action: The Committee supports the First Creek Detention Intergovernmental Agreement Amendment, and forwarded to Regular Session for consideration.

City of Aurora

City Council and Commission Voting Results

Select a Type of Meeting: City Council

Meeting: 07-10-2017 - City Council Regular Meeting

Questions? Call: 303-739-7094 or Email

Agenda Item	Vote (Yes-No-Abstain-Absent)
5. Approval of the June 19, 2017 minutes	Carried: 11-0-0-0
9. Consent Calendar 9b-c	Carried: 11-0-0-0
9b. Armored Car Service	Carried: 11-0-0-0
9c. CH2M Hill MESA V Amendment - Aurora Reservoir Pack 1 & 2	Carried: 11-0-0-0
9a. Tax Management Software System	Carried: 11-0-0-0
10a*. IGA for Delivery of Reusable Raw Water	Carried: 10-0-0-0
10b*. First Creek Detention IGA Amendment	**Carried: 10-0-0-0**

Full Agenda Item Title:
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, Approving an Amendment to the Intergovernmental Agreement between the City of Aurora, Colorado, Acting by and through its Utility Enterprise, and the Urban Drainage and Flood Control District, regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70

Bergan - Ward VI	Yes
Berzins - Ward III	Yes
Cleland - At-Large	Yes
Hogan - Mayor	
Lawson - At-Large Mayor Pro-Tem	Yes
LeGare - At-Large	Yes
Mounier - Ward I	Yes
Peterson - Ward II	Yes
Pierce - At-Large	Yes
Richardson - Ward IV	Yes
Roth - Ward V	Yes

10c*. Easterly Creek Stormwater Pond IGA Amendment	Carried: 10-0-0-0
10d*. IGA of Fair Housing plan (AFH) w/waiver	Carried: 7-3-0-0
10e*. Investment Policy Update Resolution	Carried: 10-0-0-0
11a.* Cobblewood GID Financing Ordinance	Carried: 9-1-0-0
11b*. Congregate Living Code Amendment	Carried: 8-2-0-0
11b1*. Congregate Living pre k-8	Not Carried: 3-7-0-0
11b2.* Congregate Living 300' Buffer	Carried: 6-4-0-0
11b3.* Congregate Living Pre-K to 12 Community Daycare	Carried: 7-3-0-0
11c*. Public Defender Ballot Question	Override: 0-0-0-0
12a. 1521 Dayton Street Lease Agreement	Carried: 11-0-0-0
13a. Appoint one to the Human Relations Commission	Carried: 11-0-0-0

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Water Policy Committee (WPC) Meeting
July 12, 2018

Members Present: Council Member Bob Roth, Chair; Council Member Francoise Bergan, Vice Chair; Council Member - Vacant

Members Absent:

Others Present: Greg Baker, Leiana Baker, Steve Fiori, Nancy Feed, Jo Ann Giddings, Pam Hensley, Don Langley (CWAC), Christine McKenney, Dan Mikesell, John Murphy, Stephanie Neitzel, Kelley Neumann, Gail Thrasher, Dub Jones (IT), Fernando Aranda

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4. FIRST CREEK DETENTION INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

Summary of Issue and Discussion: K. Neumann stated, this amendment with Urban Drainage and Flood Control District (Urban) is to develop a final design of improvements and the proposed work will include land acquisition; mapping; compilation of existing data; necessary field work; development of final design; and construction of a regional detention pond. Construction will also include channel grading, erosion control, revegetation, and other miscellaneous items to complete the work. The IGA allows Urban to cost share the project and is estimated to be $6,098,000.

Outcome: The Committee supports the First Creek Detention IGA Amendment, and forwarded the matter to Regular Session for consideration.

Follow-Up Action: The Committee supports the First Creek Detention IGA Amendment, and will forward to Regular Session for consideration.

City of Aurora

City Council and Commission Voting Results

Select a Type of Meeting: City Council

Meeting: 08-06-2018 - City Council Regular Meeting

Questions? Call: 303-739-7094 or Email

Agenda Item	Vote (Yes-No-Abstain-Absent)
5. Approval of Minutes of July 23, 2018	Override: 8-0-0-2
9. Consent Calendar 9b-j	Carried: 9-0-0-2
9b. Award Work Package 2 to GTC for Fire Station 15 w/waiver	Carried: 9-0-0-2
9c. Award to Project One for CM services for Fire Station 5	Carried: 9-0-0-2
9d. Support for the Citizen and Emergency Notification System	Carried: 9-0-0-2
9e. Annual Maintenance Support for One Solution Software	Carried: 9-0-0-2
9f. Manhole Products Cast Iron Covers, Rings, Frames,Grates	Carried: 9-0-0-2
9g. Print Shop Paper, Envelopes and Supplies	Carried: 9-0-0-2
9h. Single Source Award to Western Land Group	Carried: 9-0-0-2
9i. District 3 Parking Lot Fence and Gate Design Services	Carried: 9-0-0-2
9j. Change Order to Refuse Collection Services contract	Carried: 9-0-0-2
9a. Approval of the Contract for the City Manager	Carried: 6-3-0-2
10a*. Premier Urban Partners LLC and Marimba	Carried: 8-0-0-2
10b*. First Creek Detention Upstream of I-70 IGA Amendment	**Carried: 8-0-0-2**

Full Agenda Item Title:
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an amendment to the Intergovernmental agreement between the City of Aurora, Acting by and through its Utility Enterprise, and the Urban Drainage and Flood Control District regarding final design, right-of-way acquisition and construction of drainage and flood control improvements for First Creek Detention Upstream of I-70 in the City of Aurora

Bergan - Ward VI	Absent
Bergan - Ward VI	Absent
Berzins - Mayor Pro Tem	Yes
Berzins - Mayor Pro Tem	Yes
Gruber - At-Large	Yes
Gruber - At-Large	Yes
Hiltz - At-Large	Yes
Hiltz - At-Large	Yes
Johnston - Ward II	Yes
Johnston - Ward II	Yes
Lawson - At-Large	Yes
Lawson - At-Large	Yes
LeGare - Mayor	
LeGare - Mayor	
Murillo - Ward I	Yes
Murillo - Ward I	Yes
Richardson - Ward IV	Yes
Richardson - Ward IV	Yes
Roth - Ward V	Absent
Roth - Ward V	Absent
Watson - Member	Yes
Watson - Member	Yes

10c*. Aurora/Denver IGA for public safety radio system sharing	Carried: 8-0-0-2
10d*. Sales and Use Tax of medical marijuana	Override: 0-0-0-2
10d1 Move to Defer	Carried: 8-1-0-2
11a*. 1800 S Abilene St - Rezone	Carried: 8-0-0-2
12a*. Bravada Neher Metropolitan District Nos. 1-5	Carried: 8-0-0-2
12b*. Watkins Road Holdings Metropolitan District Nos. 1-20	Carried: 8-0-0-2
12c*. ATEC Metropolitan District Nos 1 and 2	Carried: 8-0-0-2
12d*. Walnut Peacemaker Metropolitan District Nos. 1-5	Carried: 8-0-0-2
14a. Appoint to Citizens Advisory Committee on Housing Comm Dev	Carried: 9-0-0-2
14b. Appoint one to the Public Defenders Commission	Carried: 9-0-0-2
5. Approval of Minutes of July 23, 2018	Override: 8-0-0-2
9. Consent Calendar 9b-j	Carried: 9-0-0-2
9a. Approval of the Contract for the City Manager	Carried: 6-3-0-2
9b. Award Work Package 2 to GTC for Fire Station 15 w/waiver	Override: 0-0-0-2
9c. Award to Project One for CM services for Fire Station 5	Override: 0-0-0-2
9d. Support for the Citizen and Emergency Notification System	Override: 0-0-0-2
9e. Annual Maintenance Support for One Solution Software	Override: 0-0-0-2

Water Policy Committee (WPC) Meeting
May 9, 2019

Members Present: Council Member Marsha Berzins, Chair; Vice Chair; Council Member Nicole Johnston

Members Absent: Council Member Francoise Bergan

Others Present: Greg Baker, Leiana Baker, Marshall Brown, Alex Davis, Steve Fiori, Nancy Freed, Jo Ann Giddings, Pam Hensley, Janet Marlow (CWAC), Dan Mikesell, John Murphy, Stephanie Neitzel, Kelley Neumann, Gail Thrasher, Julius Vaughns, Sarah Young, Steve Simon, Sarah Miller, Rory Franklin

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7. FIRST CREEK DETENTION UPSTREAM OF I-70 INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

Summary of Issue and Discussion: S. Young stated, this IGA represents the mechanism that allows Urban Drainage and Flood Control District (UDFCD) to cost share the project. Both UDFCD and Aurora Water intend to annually dedicate $400,000 each to the project if the funding is available and approved. The design cost was $330,000, the land acquisition approximately $2M, and project construction is estimated to be $12M for a total project cost of $14.3M. This agreement amendment provides a project fund of $6,098,000 with additional future amendments to fully fund the project. The Project team from UDFCD and the City are working towards the final land acquisitions. Upon execution of this Amendment, UDFCD and the City will provide an additional $400,000 each from 2019 budgets to increase total cost share to $3,449,000 each for a total of $6,898,000 available to the project.

Outcome: The Committee supports the First Creek Detention Upstream of I-70 IGA Amendment, and forwarded to Regular Session for consideration.

Follow-Up Action: The Committee supports the First Creek Detention Upstream of I-70 IGA Amendment, and will forward to Regular Session for consideration.

City of Aurora

City Council and Commission Voting Results

Select a Type of Meeting: City Council

Meeting: 06-03-2019 - City Council Regular Meeting

Questions?
Call: 303-739-7094 or
Email

Agenda Item	Vote (Yes-No-Abstain-Absent)
5. Approval of Minutes from May 20, 2019	Carried: 10-0-1-0
9. Consent Calendar 9a-e	Carried: 11-0-0-0
9a. 2019 Traffic Signal Construction Services	Carried: 11-0-0-0
9b. Annual Maintenance for Water SCADA Software System	Carried: 11-0-0-0
9c. Manhole Products Cast Iron Covers, Rings, Frames and Grates	Carried: 11-0-0-0
9d. Rampart Tunnel No. 2 Inspection, Black & Veatch	Carried: 11-0-0-0
9e. Griswold WPF Air Scour Improvements, Velocity Constructors	Carried: 11-0-0-0
9f*. Ready Mix Aurora GDP Amendment	Carried: 10-0-0-0
9g*. Mobility Devices and its Rules and Regulations	Carried: 10-0-0-0
9h, i, j the Porteos Business Improvement District	Carried: 10-0-0-0
9i*. PA 6A North from the Porteos Business Improvement District	Carried: 10-0-0-0
9j*. PA 6A South from the Porteos Business Improvement District	Carried: 10-0-0-0
9k*. Gibraltar Court Street Vacation	Carried: 10-0-0-0
10a*. Oil and Gas Conoco Phillips Operator Agreement Resolution	Carried: 6-4-0-0
10b*. Easterly Creek Stormwater Pond IGA Amendment	Carried: 10-0-0-0
10c*. First Creek Detention IGA Amendment	**Carried: 10-0-0-0**

View more details on this agenda item

Full Agenda Item Title:
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an amendment to the Intergovernmental agreement between the City of Aurora, Acting by and through its Utility Enterprise, and the Urban Drainage and Flood Control District regarding final design, right-of-way acquisition and construction of drainage and flood control improvements for First Creek Detention Upstream of I-70 in the City of Aurora

Bergan - Ward VI	Yes
Berzins - Ward III	Yes
Gruber - At-Large	Yes
Hiltz - At-Large	Yes
Johnston - Ward II	Yes
Lawson - At-Large	Yes
LeGare - Mayor	
Murillo - Ward I	Yes
Richardson - Ward IV	Yes
Roth - Mayor Pro Tem	Yes
Watson - At-Large	Yes

10d*. Improvements 22nd Avenue Outfall to Westerly Creek	Carried: 10-0-0-0
10e*. Agreement with ARTA Regarding Funding Transfers w/waiver	Carried: 10-0-0-0
10f*. National Gun Violence Awareness Day Resolution	Carried: 10-0-0-0
10f1*. National Gun Violence awareness amendment	Carried: 9-1-0-0
10f2*. National Gun Violence Awarenss Amendment 2	Not Carried: 3-7-0-0
11a*. Potomac Village Rezoning (1)	Carried: 6-4-0-0
11b*. 2225 S Iola St at Waterford Place GDP Amdt	Carried: 10-0-0-0
12a*. CORA Ordinance	Carried: 11-0-0-0
13a*. Capital Impact Fee 2019 Adjustment	Carried: 9-1-0-0
14. Reconsiderations and Call ups Murphy Creek July 1, 2019	Carried: 6-5-0-0
15a. Appoint one (1) Member to the Veterans Affairs Commission	Carried: 11-0-0-0

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Water Policy Committee (WPC) Meeting
July 22, 2020

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

Others Present: Leiana Baker, Casey Rossman, Bobby Oligo, Ian Best, Janet Marlow (CWAC), John Murphy, Sarah Young, Marshall Brown, Dan Mikesell, Nancy Freed, Rory Franklin, Greg Hansen, Tim York, Gail Thrasher, Sam Miller, Christine McKenney, Jo Ann Giddings, Stephanie Neitzel, Alexandra Davis,

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6. Amendment to First Creek Detention Intergovernmental Agreement (IGA)

Summary of Issue and Discussion: S. Young stated, this is the tenth amendment to the agreement between Urban Drainage Flood Control District (UDFCD), now Mile High Flood District (MHFD), and the City to provide regional detention in the First Creek watershed. The basin requires regional detention to account for existing and future development, and the scope is to develop a final design of improvements in accordance with the recommendations. Proposed work will include land acquisition, mapping, compilation of existing data, necessary field work, development of final design, and construction of a regional detention pond. Construction will also include channel grading, erosion control, revegetation, and other miscellaneous items necessary to complete the work. The IGA allows MHFD to cost share the project if the funding is available and approved. The design cost was $330,000, the land acquisition approximately $2 million, and the project construction is estimated to be $12 million for a total project cost of $14.3 million. This amendment provides a project fund of $7,698,000 with additional future amendments to fully fund the project. The Project teams from MHFD and the City are working towards the final land acquisitions. MHFD and the City will provide an additional $400,000 each to increase total cost share to $3,849,000 each for a total of $7,698,000 available to the project.

Council Member Bergan asked, why the amendments are every year? S. Young replied, the MHFD Board needs approve the monies. Council Member Bergan asked, is it a Tabor issue? S. Young replied, no it is a budgeting issue.

Outcome: The Committee supports the Amendment to First Creek Detention IGA and forwarded to Regular Session for consideration.

Follow-Up Action: The Committee supports the Amendment to First Creek Detention IGA and will forward to Regular Session for consideration.

ATTENDEE	Study Roll	Regular Roll		Minutes 8/3	8a	9a-g	9h-k	10a - Removed from the agenda
MAYOR MIKE COFFMAN	X	X		Y	Y	Y	NV	
MAYOR PRO TEM JOHNSTON	X	X		Y	Y	Y	Y	
COUNCIL MEMBER BERGAN	X	X		Y	Y	Y	Y	
COUNCIL MEMBER BERZINS	X	X		Y	Y	Y	Y	
COUNCIL MEMBER COOMBS	X	X		Y	N	Y	Y	
COUNCIL MEMBER GARDNER	X	X		Y	Y	Y	Y	
COUNCIL MEMBER GRUBER	X	X		Y	Y	Y	Y	
COUNCIL MEMBER HILTZ	X	X		Y	Y	Y	Y	
COUNCIL MEMBER LAWSON	X	X		Y	y	y	Y	
COUNCIL MEMBER MARCANO	X	X		Y	Y	Y	Y	
COUNCIL MEMBER MURILLO	X	X		Y	Y	Y	Y	
Motion				Bergan	Lawson	Berzins	Gruber	
Second				Johnston	Gardner	Bergan	Bergan	

Present	11	11	Yes	11	10	11	10	0
Absent	0	0	No	0	1	0	0	0
			Abstain	0	0	0	0	0

ATTENDEE	10b	10c	10d	10e	10f	10g	11a - TABLED	12a	12b	12c
MAYOR MIKE COFFMAN	NV	NV	NV	NV	NV	NV		NV	NV	NV
MAYOR PRO TEM JOHNSTON	Y	Y	Y	Y	Y	N		Y	Y	Y
COUNCIL MEMBER BERGAN	Y	Y	Y	Y	Y	Y		Y	Y	Y
COUNCIL MEMBER BERZINS	Y	Y	Y	Y	Y	Y		Y	y	y
COUNCIL MEMBER COOMBS	Y	Y	Y	Y	Y	N		Y	Y	Y
COUNCIL MEMBER GARDNER	Y	Y	Y	Y	Y	N		Y	Y	Y
COUNCIL MEMBER GRUBER	Y	y	Y	Y	Y	y		Y	Y	Y
COUNCIL MEMBER HILTZ	Y	Y	Y	Y	Y	N		Y	Y	AB
COUNCIL MEMBER LAWSON	Y	Y	Y	Y	Y	N		Y	Y	Y
COUNCIL MEMBER MARCANO	Y	Y	Y	Y	Y	N		Y	Y	Y
COUNCIL MEMBER MURILLO	Y	Y	Y	Y	Y	N		Y	Y	Y
Motion	Bergan	gruber	Coombs	Hiltz	Marcano	Bergan	Marcano	Gruber	Gardner	Bergan
Second	Marcano	gardner	Marcano	Gruber	Bergan	Berzins	Murillo	Gardner	Berzins	Gruber
Present	10	10	10	10	10	3	0	10	10	9
Absent	0	0	0	0	0	7	0	0	0	0
	0	0	0	0	0	0	0	0	0	0

9:33 Hiltz l

ATTENDEE	13a	14a	14b
MAYOR MIKE COFFMAN	NV	NV	NV
MAYOR PRO TEM JOHNSTON	Y	Y	Y
COUNCIL MEMBER BERGAN	Y	Y	Y
COUNCIL MEMBER BERZINS	y	Y	Y
COUNCIL MEMBER COOMBS	Y	Y	Y
COUNCIL MEMBER GARDNER	Y	Y	Y
COUNCIL MEMBER GRUBER	Y	Y	Y
COUNCIL MEMBER HILTZ	AB	AB	AB
COUNCIL MEMBER LAWSON	Y	Y	Y
COUNCIL MEMBER MARCANO	Y	Y	Y
COUNCIL MEMBER MURILLO	Y	Y	Y
Motion	Gruber	Marcano	Berzins
Second	Berzins	Coombs	Marcano

Present	9	9	9
Absent	0	0	0
	0	0	0

eft the meeting

AMENDMENTS/CONSENT REMOVAL

ATTENDEE	11a Motion to table
MAYOR MIKE COFFMAN	Y
MAYOR PRO TEM JOHNSTON	y
COUNCIL MEMBER BERGAN	Y
COUNCIL MEMBER BERZINS	Y
COUNCIL MEMBER COOMBS	Y
COUNCIL MEMBER GARDNER	Y
COUNCIL MEMBER GRUBER	Y
COUNCIL MEMBER HILTZ	Y
COUNCIL MEMBER LAWSON	Y
COUNCIL MEMBER MARCANO	Y
COUNCIL MEMBER MURILLO	Y
Motion	Johnston
Second	Coombs

Yes	11
No	0
Abstrain	0

NV = Mayor Does Not Vote on Resolutions or Ordinances

Y = Yes
N = No

X = Present at Meeting
Blank = Absent at Meeting

RESOLUTION NO. R2021- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADOPTING A COMPREHENSIVE DISASTER PLAN

WHEREAS, the City provides emergency services to the citizens of the City of Aurora, Colorado, including police and fire emergency response; and

WHEREAS, the City Council desires to ensure that the basic government functions of maintaining the public peace, health, and safety are provided during any disaster that may occur within the City; and

WHEREAS, the Office of Emergency Management is responsible for coordinating disaster planning and ensuring the readiness and use of all available resources during a disaster within the City; and

WHEREAS, the Office of Emergency Management is responsible for developing a comprehensive disaster plan delineating measures to be implemented by the City to prevent a disaster or to be used by the City during a disaster or to direct relief and recovery efforts after a disaster has occurred; and

WHEREAS, a comprehensive disaster plan shall be adopted and maintained by the City Council upon the recommendation of the City Manager, pursuant to ACC 38-32; and

WHEREAS, the Office of Emergency Management, at the direction of the City Manager, has developed a comprehensive disaster plan for City Council's consideration.

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

Section 1. The City Council of the City of Aurora, Colorado hereby adopts the comprehensive disaster plan prepared by the Office of Emergency Management. Pursuant to ACC 38-32, this disaster plan shall be considered supplementary to ACC 38-32 and shall have the effect of law whenever a disaster has been declared.

Section 2. 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:



_____

ISABELLE EVANS, Senior Assistant City Attorney









AURORA, COLORADO

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

Part 1: Base Plan

Promulgation

Pursuant to the Authority granted in Ordinances of the City of Aurora, Chapter 38, Article II, Section 38-32, the City of Aurora Comprehensive Emergency Management Plan has been reviewed and is hereby adopted, promulgated and is hereby ordered published and distributed. The plan sets forth the specific delegation of responsibility of municipal and supporting agencies in Aurora in the event of a major emergency or disaster.

The highest priority of the City of Aurora government is to protect its residents. The city provides many services critical to public safety, health and welfare. For this reason, every attempt has been made to identify and designate available forces and resources at all levels of government that are to be utilized in response to emergencies and disasters. Planning, preparation and timely response must be the goal of all those responsible for providing emergency support functions if the people of Aurora are to enjoy the services and protection of their government.

Tasks for specific emergency support functions have been assigned, where feasible, to those organizations accustomed to performing such duties as primary day-to-day responsibilities. In addition, local governmental and volunteer organization decision makers have been provided with instructions and guidelines for implementing disaster response actions and programs appropriate to the emergency at hand. All agencies, jurisdictions, department heads and personnel are directed to accept the responsibilities as herein assigned and to conduct the organizational planning and training necessary to implement the Comprehensive Emergency Management Plan, when required. This will enhance restoration of order and lead to rapid recovery after a disaster.

The Aurora Office of Emergency Management is charged with the responsibility to implement this plan through coordination of all city departments, municipalities and primary agencies involved. When needed, changes, additions, or deletions to this Plan will be made.

Approval and Implementation

To fully implement this plan, all participating departments/agencies must know what is in the plan. It is recommended that each agency review this plan annually.

It is also expected that all agencies will participate in training and exercises. This will not only increase the agencies' understanding of the EOP but will also allow opportunities for improving this document.

Record of Changes

The city of Aurora City Council hereby delegate’s authority to the Bureau Manager of the Office of Emergency Management to make minor technical changes to the plan as noted on the Record of Changes. A copy of all plan updates and revisions shall be provided to all signatories to the EOP

Record of Distribution

The following departments, agencies, or individuals have been given copies of the City of Aurora Comprehensive Emergency Management Plan in the quantities indicated below. Additional copies are available upon request by contacting the Aurora Office of Emergency Management at 15151 E. Alameda Parkway, Suite 4100, Aurora CO 80012

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Executive Summary

Welcome to the city of Aurora Comprehensive Emergency Management Plan (CEMP).

The CEMP's purpose is to unify a series of all-hazards documentation that holistically describes the doctrines, strategies, and responsibilities through which the city of Aurora's emergency management program is organized and managed. This enables the city to prepare for, mitigate against, respond to, and recover from any emergency that could adversely affect the health and safety of Aurora's residents, visitors, and the environment. Specifically, the CEMP identifies how city departments coordinate emergency management related actions, resources, and activities with other federal, state, county, regional, private-sector, nongovernmental organizations, and the broader community.

The CEMP is flexible, adaptable, and scalable to cover the broad range of emergency management functions necessary to address the impacts of the hazards the community faces.

The City of Aurora Emergency Management Program Annual Workplan, through the Emergency Management Performance Grant, is designed to advance progress toward the vision of the citywide, comprehensive emergency management effort.

The CEMP is intended to be used in a modular fashion. Part 1 is the base plan with definitions, laws and authorities, and plan maintenance information. Part 2 covers the roles and responsibilities of elected officials, city management, city departments and outside partners. Part 3 includes the major supporting plans such as the Hazard Mitigation Plan, the Disaster Recovery Plan and the Resource Mobilization Plan. Part 4 consists of incident specific plans like the Winter Storm Plan, Tornado Response Plan and the Cyber Incident Plan.

As a modular system, each of these subdocuments may be updated individually as needed without revising the entire CEMP.

Plan Purpose and Scope

Purpose

The purpose of the City of Aurora CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency, preserve life, minimize damage, respond during emergencies, provide necessary assistance, and establish a recovery system to return the community to its normal state of affairs. This plan attempts to clearly define roles and responsibilities, along with the legal authority to act, to mitigate, prepare for, respond to and recover from the effects of natural disaster, technological accidents, and other major incidents.

The plan uses the principles of the National Incident Management System (NIMS) as its foundation and it mirrors the constructs of the National Response Framework and the State Emergency Operations Plan to help ensure a seamless integration between Federal, State and Local partners during a response.

The objectives of this plan are to accomplish and facilitate the following:

- Provide strategic and tactical procedures to support the primary and essential responsibilities of Aurora during all phases of an emergency, disaster, or catastrophe
- Integrate multi-agency, regional, and state coordination into emergency operations through implementation of the Incident Command System (ICS)/National Incident Management System (NIMS) Establish clear lines of communication, information sharing, authority, and succession during any type of emergency, disaster, or catastrophe
- Define roles and responsibilities spanning various departments, agencies, divisions, municipalities, and private/nonprofit organizations in support of critical functions
- Provide a framework for more specific functional annexes that describe, in more detail, who does what, when, and how

Scope

This CEMP establishes a mutual understanding of authority, responsibilities, and functions of the city and provides a basis for incorporating essential non-governmental agencies and organizations into the emergency management organization. All directions contained in this plan apply to preparedness and emergency activities undertaken by the city and supporting organizations required to minimize the effects of incidents and facilitate recovery activities.

The CEMP uses the principles of the National Incident Management System (NIMS) as its foundation and it mirrors the constructs of the National Response Framework and the State Emergency Operations Plan to help ensure a seamless integration between Federal, State and Local partners during a response.

Emergencies can quickly escalate into disasters requiring resources that may not be available within the city of Aurora and/or through standard Mutual Aid Agreements. The EOP can be activated for large or small incidents and the OEM will decide if EOC activation is necessary. With or without EOC activation, the OEM can provide support to coordinate resource between city departments or when any event begins to overwhelm normal resources and requires assistance to coordinate resources for participating departments.

Comprehensive Planning

While the focus of disaster and emergency planning is generally on the response to really bad events, the reality is that actions to prepare for and lessen the impact of a disaster are critical to creating the best possible outcome and these actions are taken during “blue-sky” periods when there is no disaster. Further, any one response plan is interdependent on numerous others and none can exist in complete isolation. An incident specific plan for a tornado response will naturally flow into a recovery plan after the incident is stabilized and will rely on a public alert and warning plan and resource mobilization plan to be effective.

For these reasons, the city of Aurora has adopted a process of comprehensive planning related to emergency management. We look at the whole community in our planning process, including internal city Departments, surrounding jurisdictions, mutual aid partners, volunteer agencies active in disaster, groups representing those with access and functional needs, state and Federal agencies and the citizens in our city. We look not only at natural hazards as sources of disasters, but human caused threats, intentional and accidental, as sources of emergencies. We consider large special events as potential targets for violence and also locations where a large group of people may be vulnerable to a weather emergency. We include

venues within the city that are not owned or operated by the city but by the nature of their business, their location, their visibility or other characteristics give them higher risk than others.

The Plan is Always in Effect

Recognition that an effective comprehensive emergency management program requires continual effort is key to the city of Aurora. The Comprehensive Emergency Management Plan is not designed to sit on a shelf and wait for a disaster to happen before it is of any value. The Incident Specific Plans in Part 4 are also always in effect to guide the city and its departments on preparation and mitigation steps that can be taken prior to any emergency or disaster. Some disasters provide significant warning while others give the city no notice, so the city must be constantly vigilant for changing conditions and indicators of a problem. The city will lean in to approaching problems to mitigate the effects of an escalating incident by phasing in parts of planning and resource mobilization. We do not wait for a disaster or emergency to act.

While the overall CEMP is always in effect, it is important to note that certain elements during the response or recovery phases may require the declaration of an emergency or a disaster. Aurora Municipal Code Section 38-32 also states that this plan (the "disaster plan") has the full effect of law when a disaster is declared.

Incident Specific Plan Phases: Preparation, Readiness, Response, Recovery

Each Incident Specific Plan in Part 4 refers to the 4 main phases of emergency or disaster management. City departments have specific tasks in each of the four phases. Note that the majority of time is spent in the preparation phase. There will be times where the city moves to a readiness phase, but the disaster is averted, and we return to the preparation phase without ever going to response. Some incidents do not provide any warning and there is not a readiness phase, but a straight jump into response.

- Preparation: This is the "blue-sky" phase where no disaster or emergency is occurring relative to the specific plan. In this phase, departments conduct their own planning around specific incidents, purchase and maintain appropriate response equipment, stockpile needed supplies and participate in training and exercise activities to improve their ability to respond to incidents.
- Readiness: In this phase, a disaster or emergency is likely to occur relatively soon. The Office of Emergency Management, in conjunction with key identified departments and city management will conduct planning and coordinating meetings. Equipment, personnel and supplies appropriate to the incident are made ready to respond through pre-positioning, schedule adjustments, inspections or other similar activities. Written plans specific to the event are created. As appropriate, a unified command team, incident management team and command post are identified.
- Response: The city responds to the incident to preserve life, stabilize the incident, and protect property and the environment. The Emergency Operations Center and appropriate Department Operations Centers may be activated in conjunction with a unified command post. During some incidents, a formal disaster or emergency declaration may be made. There will be impacts to normal city business. Generally, response has two parts, initial and ongoing response. Initial response consists of mobilizing the City emergency management capabilities and taking actions to stabilize the emergency. Actions during this part attempt to prevent the emergency from worsening while addressing immediate threats to life, property and the environment. Ongoing response consists of actions that sustain the City's emergency management capabilities and

continue management of threats to life, property, and the environment. This part also includes actions to address other key community needs related to infrastructure, resources and emergency assistance.

- Recovery: In this phase, the city is brought back to a normal state following an incident. Although not all city departments will be directly impacted by most incidents, many will have a role in recovery from an incident. In some cases, this process may be as simple as returning items to a stock room and bringing employee schedules back to normal. In other cases, the city may be supporting disaster recovery centers, clearing debris, repaving roads, rebuilding bridges or other critical infrastructure and monitoring federal disaster recovery projects and grants. Much like response, there are two parts to recovery, short-term and long-term. Short-term recovery phase consists of actions to restore the services that are needed to reoccupy homes and businesses, obtain any available state or federal disaster assistance and bridge any remaining resource gaps that are preventing residents and businesses from moving swiftly towards recovery. Long-term recovery consists of actions to restore Aurora's economic, cultural and environmental vibrancy in a way that is resilient to future emergencies and disasters. This part also includes the creation and implementation of an After-Action Report and Improvement Plan.

Federal Guidance: National Incident Management System, National Planning Frameworks, National Preparedness Goal

Following the September 11, 2001 attacks, the federal government put significant effort into identifying areas of improvement to prevent future attacks and better prepare the government as a whole to respond to significant incidents. The National Preparedness Goal stems from Homeland Security Presidential Directive 8 issued in 2003 (and further updated in Presidential Policy Directive 8 issued in 2011). The National Preparedness Goal is: "A secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk."

State of Colorado Emergency Management Plan

The State of Colorado Department of Homeland Security and Emergency Management (DHSEM) produces the State's Emergency Operations Plan and periodically reviews and updates it. Our CEMP must be compatible with the State plan to provide for as seamless as process as possible when interacting with the State during times of disaster. The State plan says "[M]unicipalities…have responsibility for reducing the vulnerability of people and property to the effects of emergencies and disasters. They should ensure that local governmental agencies are capable of efficient and responsive mobilization of resources in order to protect lives, minimize property loss, and expedite recovery efforts during an emergency or disaster. They should ensure that an Emergency Management Program serves the jurisdiction." (2016 CHIRRP section (IX)(A)(1))

Further, the State plan provides the principle of local government control: "Direction and control prior to, during, and after an emergency or disaster rests with the elected leadership of the legally recognized jurisdiction impacted by the incident. This authority continues throughout each stage (preparedness, response, and recovery) of emergency operations." (2016 CHIRRP section (IX)(C)(1))

The Five Emergency Management Mission Areas

The Office of Emergency Management uses a standard model of five mission areas for an emergency management program to guide our efforts. The five areas are described below.

Mitigation

Any action taken to eliminate or reduce the degree of long-term risk to human life, property and the environment from natural and man-made hazards. Mitigation assumes that society is exposed to risks, whether or not an emergency occurs. Mitigation measures include, but are not limited to, building codes, disaster insurance, hazard information systems, land use management, hazard analysis, land acquisition, monitoring and inspection, public education, research, relocation, risk mapping, safety codes, statutes and ordinances, tax incentives and disincentives, and stockpiling of emergency supplies. Both policy and structural projects can reduce the vulnerability to hazards. The City of Aurora Hazard Mitigation Plan is the guiding document for mitigation in the city of Aurora.

Prevention

Actions to avoid an incident, to intervene or to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections, improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice (National Incident Management System).

Preparedness

Preparedness activities develop the response capabilities needed if an emergency should arise. Planning, training and exercises are among the activities conducted under this phase. Examples include:

- Testing and maintaining equipment
- Establishing, equipping and maintaining the EOC to current standards
- Developing emergency plans and procedures
- Exercise of plans
- Participation in training, drills and exercises
- Coordination of sirens and Emergency Alert System (EAS) utilization
- Hazard identification
- Mutual Aid Agreements
- Resource Management

Response

Any action taken immediately before, during, or directly after an emergency occurs to save lives, minimize damage to property and the environment, and enhance the effectiveness of recovery. Response measures include, but are not limited to, on-site incident management, emergency operations center management, critical resource logistics distribution, volunteer management and donations, worker safety and health, public safety and security response, animal health emergency support, environmental health

and vector control, explosive device response operations, firefighting operations and support, weapons of mass destruction (WMD)/hazardous materials response and decontamination, citizen protection through evacuation or in-place sheltering, isolation and quarantine, search and rescue, emergency public information and warning, triage and pre-hospital treatment, medical surge, medical supplies management and distribution, mass prophylaxis, mass care services, and fatality management.

Recovery

Recovery is both a short-term and long-term process. Short-term operations restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal or improved state of affairs. The recovery period is also an opportune time to institute mitigation measures, particularly those related to the recent emergency. Examples include:

- Damage assessment
- Debris management
- Decontamination of facilities and equipment
- Counseling
- Individual and Public Disaster assistance
- Temporary and long-term housing
- Accounting for all resource use and expenditures
- Prioritizing the repair and restoration of infrastructure so that essential services will be given first priority
- Ensuring all agencies involved in the recovery effort will see that a detailed cost accounting is done in the event of a declared disaster
- Coordinating and conducting a post-disaster situation analysis to review and determine the effectiveness of the pre-established tasks, responsibilities, reporting procedures and formats to document any crucial lessons-learned and to revise plans as needed for future events

The Core Capabilities

Core capabilities are used to measure, describe, and implement security and resilience techniques. There are 32 core capabilities identified in the National Preparedness Goal, each classified beneath one of the five mission areas.

The core capabilities:

- Are distinct critical elements necessary to meet the National Preparedness Goal (NPG)
- Are essential for the execution of each of the five mission areas
- Provide a common language for preparedness across the whole community
- Are not exclusive to any single level of government or organization

Utilizing and implementing core capabilities is what we, as a Nation, require in order to deal with the risks we face.

Mission Area	Mission Area Description	Core Capabilities
Prevention	Prevention comprises the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.	• Forensics and Attribution • Intelligence and Information Sharing • Interdiction and Disruption • Screening, Search, and Protection
Protection	Protection includes the capabilities to safeguard the homeland against acts of terrorism and manmade or natural disasters.	• Access Control and Identity Verification • Cybersecurity • Physical Protective Measures • Risk Management for Protection Programs and Activities • Supply Chain Integrity and Security PLUS, Capabilities shared with the Prevention mission area: • Intelligence and Information Sharing • Interdiction and Disruption • Screening, Search, and Protection
Mitigation	Mitigation includes capabilities necessary to reduce loss of life and property by lessening the impact of disasters.	• Community Resilience • Long-Term Vulnerability Reduction • Risk and Disaster Resilience Assessment • Threats and Hazards Identification
Response	Response includes capabilities necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred.	• Critical Transportation • Environmental Response/Health and Safety • Fatality Management Services • Fire Management and Suppression • Infrastructure Systems • Logistics and Supply Chain Management • Mass Care Services

		• Mass Search and Rescue Operations • On-scene Security, Protection, and Law Enforcement • Operational Communications • Public Health, Healthcare, and Emergency Medical Services • Situational Assessment
Recovery	Recovery includes capabilities necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred.	• Infrastructure Systems (Shared capability with Response mission area) • Economic Recovery • Health and Social Services • Housing • Natural and Cultural Resources

Situation Overview

Assumptions

The following disaster and emergency conditions have been considered in the development of this plan:

- An emergency or disaster can occur at any time and any location and may create significant degrees of loss of life, human suffering, property damage and economic hardship to individuals, governments, the environment and the business community.
- The extent of casualties and damage will reflect factors such as the time of occurrence, severity of impact, weather conditions, population density, building construction, and the possible triggering of secondary events such as fires and floods.
- The elected and appointed leaders of the city of Aurora are responsible for ensuring that necessary and appropriate actions are taken to protect people and property from any threat or hazard.
- When threatened by any hazard, citizens expect elected and appointed leaders to take immediate action to help them resolve the problem. Citizens expect the government to manage its resources, be the foundation for appropriate communication, channel the efforts of the whole community including voluntary organizations and the private sector and, if necessary, solicit assistance from outside the jurisdiction.
- Citizens will also expect government to keep them informed and to provide guidance and assistance in the event of a threat, emergency or disaster.
- Departments and agencies across the city will need to respond on short notice to provide timely and effective assistance.
- Warning time available to implement this plan will vary from little to no warning, to days or weeks, depending on the type of hazard.

- A major disaster or emergency will likely overwhelm the capabilities of the city of Aurora to provide prompt and effective emergency response and recovery. Resources in the city will likely be unavailable or in short supply.
- Damage to commercial telecommunications facilities may occur, slowing dissemination of information and reporting of persons needing help.
- Public safety and general public (including cellular service, internet and land-line telephone access) communications may be limited or not available. It is expected that emergency radio communications including responder emergency communications, the Federal Emergency Alert System radio service and ham radio communications may be limited.
- Homes, businesses, public buildings, antenna sites, and other critical facilities may be damaged or destroyed. Public utilities will be damaged and either completely or partially inoperable.
- Emergency response personnel may be victims of the emergency preventing them from performing their assigned emergency duties.
- Many victims may be forced from their homes and large numbers of dead and injured may exist. Emergency medical services and transport ambulances may be in short supply. Medical and health care facilities may be overwhelmed with medical care requests.
- Vital utility services such as electrical power, water service and petroleum fuels may be severely restricted or may not be available.
- Damage to fixed facilities that generate or use hazardous or toxic chemicals could result in the release of these hazardous materials into the environment.
- Restaurants and grocery stores may not be able to supply food. Additionally, basic necessities, such as medicines, may be in short supply.
- Volunteers may come from other areas to help, causing problems with accountability. Donated goods not presently needed may be dropped off.
- Businesses in Aurora may have difficulty remaining open or providing paychecks to their employees.
- City of Aurora departments, participating agencies and other external partners will respond to an incident to the extent of available resources and mutual aid. When these resources are exhausted, resources may be requested from Arapahoe, Adams or Douglas County or the State of Colorado through the Office of Emergency Management.
- City of Aurora departments with emergency responsibilities will ensure that all personnel concerned with response are properly trained and familiar with this plan, all annexes, SOP's, the National Incident Management System (NIMS), and the Incident Command System (ICS) so that they are capable of implementing them in a timely and effective manner.
- The Incident Command System will be used as the on-scene incident management system.
- State and Federal assistance as well as volunteer and private organizations will be available to supplement the city of Aurora's resources as needed.
- Effective emergency operations require periodic training and exercising of all potentially involved personnel and agencies.

Top Natural Hazards

The Aurora emergency management program is based on the hazards, both natural and human-caused. The natural hazards are identified in the City Hazard Mitigation Plan (HMP) which is updated every 4 years. The HMP identifies hazards, examines their consequences and the use of mitigation to develop long and short-term strategies to reduce or alleviate the loss of life, personal injury, and property damage

that can result from a disaster. It involves strategies such as planning, policy changes, programs, projects, and other activities that can mitigate the impacts of hazards. The City of Aurora has developed and maintained a hazard mitigation plan (HMP) to reduce risks from natural disasters and to comply with the Disaster Mitigation Act.

Aurora is subject to dam/levee failure, drought, earthquakes, erosion and deposition, expansive soil, extreme heat, flood, hail, landslide, mud/debris flow, rockfall, lightning, severe wind, subsidence, tornado, wildfire and winter storm events. In the past, these hazards have resulted in economic loss and damage to critical infrastructure in and around the city. These hazards, and City efforts to reduce its risks from them, are described in more detail in the City's Mitigation Plan.

The HMP is a living document and a copy can be requested through the Aurora Office of Emergency Management.

Top Human Based Threats

The purpose and goals of the Hazard Mitigation Plan (HMP) for the City of Aurora is to ensure eligibility of the City for disaster recovery grants from the Federal Emergency Management Agency (FEMA) and to develop mitigation actions to help reduce risk and exposure to the hazards. The HMP will help make Aurora a safer and more resilient community. The plan only addresses natural hazards and not human-caused hazards. The top human based threats Aurora plans for, whether intentional or accidental, include mass casualty/fatality; incendiary/explosive device; an industrial accident; mass shooting/active killer; terrorism; a transportation accident; or a cyber-attack.

Mitigation and Prevention Overview

Hazard mitigation is any sustained action taken to reduce or eliminate the long-term risk to human life and property posed by hazards. Hazard mitigation activities may be implemented prior to, during, or after an incident. However, it has been demonstrated that mitigation is most effective when based on an inclusive, comprehensive, long-term plan that is developed before an emergency occurs. The Program uses standards and best practices from the Disaster Mitigation Act of 2000 and The City of Aurora Hazard Mitigation Plan, that is the guide for the City's hazard mitigation program. The document strategically guides actions and investments in such a way as to reduce the impacts of natural hazards on human life and property. The City has also focused on improving interdepartmental coordination in this update to ensure that the plan meets the needs of all City departments.

Further details can be found in the City of Aurora Hazard Mitigation Plan in Part 3.

Capability Overview

As mentioned earlier, the Aurora Office of Emergency Management utilizes the 32 core capabilities set forth by FEMA over the five emergency management mission areas. These capabilities are used to evaluate areas of strengths as well as gaps that need additional resources, attention and training. The evaluation of the capabilities is accomplished through exercise development and design as well as observations gathered from real-world events that the city has experienced. These capabilities apply to all departments and areas of the city as it relates to large scale emergencies and disasters.

General Concept of Operations

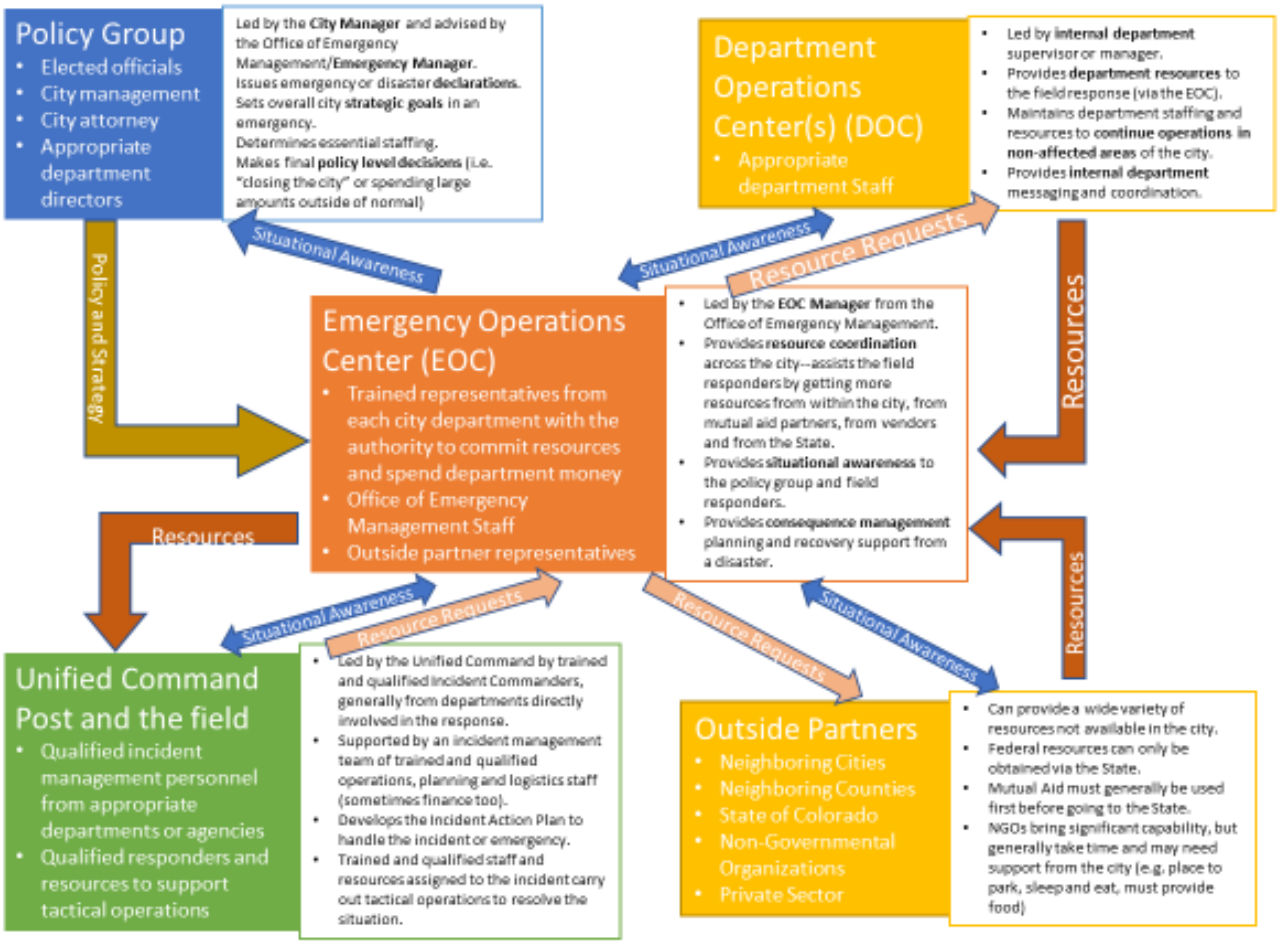


Figure 1 Relationship and Function Diagram for Disaster Response

The Concept of Operations provides an overview of how Aurora's emergency management organizations and structures function together to resolve emergency situations. It is the responsibility of the city of Aurora to undertake comprehensive emergency management to protect life, property and the environment from the effects of emergency or disaster events within its jurisdiction. City government has the primary responsibility for initial emergency management activities. When the emergency exceeds the local government's capability, supplemented by mutual aid to respond, assistance will be requested from the State government. The Federal government will aid the State when appropriate and when requested by the Governor.

This EOP is based upon the concept that the emergency functions for the various groups involved in emergency management will generally parallel their normal, day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases. **However, there may be cases where personnel will have to work outside of their normal function.**

Day-to-day functions that do not contribute directly to the emergency operation may be suspended or reduced for the duration of the emergency as directed by upper management. This will require addressing those activities with a constitutional mandate. The efforts that would normally be required for those functions will be redirected to accomplish the emergency task by the agency concerned.

Because the CEMP is a comprehensive emergency management plan, it is also concerned with all types of hazardous situations that may develop in the City. Additionally, this CEMP is more than an operations-based document in that it accounts for activities related to preparedness, response, recovery and mitigation. The CEMP is the primary plan for managing emergencies and disasters. It details the coordinating structures and processes used during incidents in Aurora. Other supplemental agency plans provide details on authorities, response protocols and technical guidance for responding to and managing specific situations.

The Aurora CEMP can be partially or fully implemented, which is consistent with NIMS and ICS principles. This allows maximum flexibility to meet the unique operational requirements of any situation.

Emergency operations are divided into three categories based on when emergency notification is received:

- **Advanced Notice Emergencies and Events:** Emergencies or planned events for which the City has enough notice to begin creating action plans and deploying resources. Examples include large special events, well predicted winter weather and the receiving of evacuees from other cities.
- **No Notice Emergencies:** Emergencies occurring without sufficient notice to create action plans or deploy resources prior to impacts being felt. Examples include most hazardous material releases, unforeseen destructive weather and intentional acts of violence.
- **Delayed Notice Emergencies:** Emergencies that are ongoing before notification is received or possible impacts are analyzed to determine an emergency is occurring. Examples include most public health emergencies and certain cyber-attacks.

Council and Management Intent

It is the intent of City Council, elected officials and the city management to ensure that the basic government functions of maintaining the public peace, health and safety are provided and to effectively deal with any disaster that may occur within the city by ensuring the readiness and the complete and efficient utilization of all available resources. (Aurora Code of Ordinances-Sec.38-29).

Office of Emergency Management Organization

The responsibilities of Emergency Management, as it pertains to this CEMP, are to advise the Policy Group and provide them with timely information, monitor the implementation of the CEMP, establish the EOC and be responsible for its operation. Also, to prepare the CEMP and conduct trainings and exercises, to develop and maintain up to date resource lists with public and private partners, to establish, maintain and coordinate emergency public warning systems, and to provide updates and after-action reviews to the affected County Office of Emergency Management and/or the State Division of Homeland Security and Emergency Management.

Preparation Activities

The city of Aurora faces and has faced a wide range of natural and human-caused emergencies and disasters. This plan outlines the key preparedness activities vital to an effective response and recovery.

Presidential Policy Directive 8 (PPD 8) describes the nations approach to national preparedness and establishes the National Preparedness Goal, which is to develop, "a secure and resilient nation with capabilities required across the whole community to prevent, protect against, mitigate, respond to and recover from the threats and hazards that pose the greatest risk." This Aurora CEMP addresses this goal and provides local perspective to meet this goal and the city level for hazards and threats faced by our community. This goal is accomplished through a whole community perspective, involving all key partners and agencies in preparing Aurora residents and visitors.

Program Elements and Measures

A primary goal for the City of Aurora is to build program elements that meet or exceed known emergency management standards. The following measures are considered viable components and preparation building blocks for a strong and successful emergency management program.

From an analysis of the existing emergency management program standards at the national level, as well as research into the local and state program documents, the following fourteen program elements were created by the Colorado EM Roundtable for consideration as the core requirements for an EM program in Colorado. Aurora OEM preparedness activities crosswalk into all fourteen elements.

1. Program Leadership and Administration
    a. Program Assessment, Jurisdictional Coordination, Relationship Management, and Strategic Planning
2. Legal Basis for Emergency Management
    a. Local Policies and Laws Outlining EM Program Authority
3. Laws and Authorities
    a. State & Federal EM Regulations, Statutes, and Laws
4. Budgeting, Financial and Grants Management
    a. Budgeting, Financial Tracking, Grants Management, Reimbursement and Cost Tracking
5. Research and Assessment
    a. Hazard Identification Analysis, Threat Hazard Identification Analysis, Consequence Analysis
6. Planning – All Phases
    a. Prevention, Preparedness, Response, Mitigation, Recovery, Continuity of Operations, Continuity of Government, Mitigation Plans
7. Operational Coordination & Incident Management
    a. ICS/EOC Integration and interface, Ops Plans, Procedures, Checklists, EOC Operations, Technical Communications, GIS
8. Warning Notifications and Communications
    a. Emergency Notifications, EAS/WEA, Joint Information Center/Joint Information System, Communication Centers
9. Agreements, Contracts and Resource Management and Mobilization

    a. Mutual Aid Agreements, Operational Agreements, Logistics, Resource Mobilization Plans and Systems Tools and Processes. Logistics for EOC, Alternate EOC, Maintenance and Capacity for EOC, Including equipment
10. Preventing and/or Decreasing Risk
    a. The intent of a Hazard Mitigation program is to target resources and prioritize mitigation activities to lessen the effects of disaster to citizens, communities' businesses and industries
11. Training and Exercise
    a. Training and Exercise Plan, National Incident Management System/Incident Command System, Policy and Elected Roles and Responsibilities Education, EOC staff education, drills and annual exercises
12. Public Education and Outreach
    a. Public Education and Information, Education on Hazards, Protective Measures, and awareness of the responsibilities of individuals in an emergency, information and education materials management
13. Systems Management
    a. WebEOC, Mass Notification, GIS Mapping and Data, IPAWS, CAD, CO-WIMS, Veoci, Tools, Checklists etc.
14. Strategic Coordination
    a. Consequence Management, Cascading Events and Complex Problem Solving

Preparation Checklist

To ensure preparedness in Operational Coordination and Incident Management, OEM has implemented checklists for all departments and external partners in our Incident Specific Plans. The preparation checklists are used to guide departments and personnel in how they should be prepared during normal day to day operations. The checklists are a guide and are not meant to restrict the city in adapting to an evolving situation.

The checklist below is a standard template for the use of All Departments. Note this template is a guide and some items may not be applicable to your department.

- ❑ Day-to-day routine operations. Standard contact and coordination with departments, neighboring local jurisdictions and partners.
- ❑ Develop, validate and maintain SOPs or guidelines for both routine, emergency and recovery operations. Operational concerns include, but are not limited to:
    - Review of internal plans and updates as necessary
    - Exercising and testing plans as necessary
    - Identification and assessment of equipment, supplies, resources and critical infrastructure.
    - Emergency communications and reporting procedures.
- ❑ Identify and maintain inventory of available vehicles, personnel and equipment. Ensure any emergency equipment is in a state of readiness, identify essential personnel.
- ❑ Maintain subscriptions to critical weather analysis support tools and programs
- ❑ Identify and maintain essential primary and support staff for EOC operations.
- ❑ Conduct Outreach and Education

- Maintain training and education programs for department staff. Program considerations include but are not limited to:
    - Working in the field during emergency or recovery operations.
    - Working in an EOC during emergency activations or recovery operations.
    - Emergency communications and reporting procedures.
    - National Incident Management System / Incident Command.
    - Continuity of Operations (COOP).

Preparedness activities develop the response capabilities needed if an emergency arises. Preparedness consists of almost any pre-disaster action that is assured to improve the safety or effectiveness of disaster response. Preparedness consists of those activities that have the potential to save lives, lessen property damage and increase individual and community control over the subsequent disaster response. Departments shall ensure that employees are trained to implement emergency and disaster procedures and instructions. Departments shall validate their level of emergency readiness through internal drills and participation in exercises selected by the Emergency Management Office. Exercise results shall be documented and used in a continuous planning effort to improve the city's emergency readiness posture.

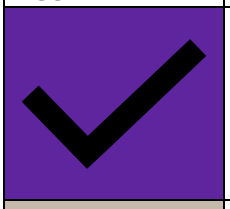
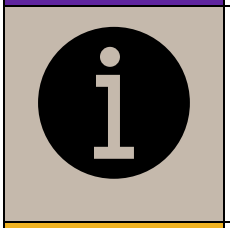
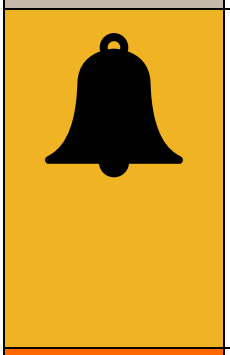
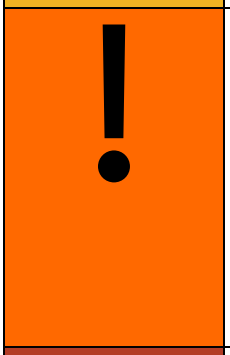
Under the direction of each City department manager or designee, establish education and training programs so that each division and employee will know exactly where, when and how to respond. Each department will educate its employees on the CEMP and how it impacts their department, including individual and department roles and responsibilities, specific facility action plans and they will conduct regular training to meet the requirements of the CEMP. Further, training in ICS will be conducted at all levels.

Review and train on departmental activities required in the Continuity of Operations Plan (COOP) which ensures that the City is able to continue performance of essential functions under a broad range of circumstances and the Continuity of Government Plan (COG) which are the procedures outlined to establish defined actions that allow the City to continue its essential operations.

Employees and volunteers must register with the city's emergency notification system and keep incident contact information up-to-date.

Threat and Activation Levels

The Office of Emergency Management has established five alert/activation levels that are used to communicate how concerned the office is about a developing situation or the status of the office during a potential emergency. Icons, background colors and a common phrase description will be used to convey the current level. This communication will be most common in situation awareness reports sent out of the office. Note that due to the complexity involved in any emergency, this level will be communicated in conjunction with the status of other entities involved with emergency management. In the build up to a major snow storm for example, OEM might be in pre-alert level, the EOC may be in an enhanced monitoring mode, and Public Works may be working a category 2 storm.

Icon	Common Phrase	Description
	Blue Sky	Normal, day-to-day operations. Monitoring is done as a matter of course for any conditions that might push to a higher state of activation. Weather is monitored daily, otherwise, waiting for push notifications of a threat.
	Enhanced monitoring	There has been a possible threat to the city. This could be a weather watch or notification of a possible human caused threat or disturbance. This can also be caused by a planned event reaching certain thresholds where OEM/EOC is not activated, but we are asked to pay attention. Weather and other conditions are actively monitored, although regular work can continue.
	Pre-alert	There is a probable threat to the city. This could be a weather warning where there is no current damage to the city, or a known severe storm is still potentially days away but will impact the city and will require OEM support to manage (e.g. the bomb cyclone blizzard). This could be a known human caused threat that will impact the city, but the extent of the impact is not known yet but could be significant (e.g. a large protest at a city facility). Some routine OEM activities will be suspended during planning and coordination. Conditions are actively monitored and sources are actively polled for updates.
	Alert	There is a threat to the city. An emergency is impacting (or has impacted) the city and OEM support is required to manage at least part of the problem (e.g. a large wildfire or serious snow storm that will be relatively short duration). This can also be triggered by a large planned event that requires OEM support (e.g. 4th of July). The EOC may be activated. All regular OEM activities are suspended while in Alert condition. Conditions are actively monitored and sources are actively polled for updates. Advanced planning for consequence management may be happening. There may be minimal recovery activities.
	Engaged	There is a threat to the city. A disaster is impacting (or has impacted) the city and OEM support is required to manage a significant part of the problem (e.g. serious flood, multiday large snow event, tornado that causes serious damage, CBRN event, terrorism, earthquake, etc.). The EOC will be activated. The consequence management portion of the incident will take multiple operational periods. There will be recovery activities.

Lifelines and Essential Elements of Information

Community lifelines are those services that enable the continuous operation of critical government and business functions and are essential to human health and safety or economic security. If disrupted, rapid stabilization of community lifelines is essential to restoring a sense of normalcy. Recent disasters have illuminated two underlying features of community lifelines that highlight opportunities to strengthen response planning and operations.

First, community lifelines are interdependent and vulnerable to cascading failures. For example, communications and electric power systems rely on each other to function; severe damage to one will disrupt the other. Most lifelines also rely on complex supply chains. Water and wastewater service depend on the resupply of a broad array of chemicals and—if power goes out—fuel for emergency generators. However, in a severe natural or human-caused incident, those supply chains themselves may be broken. Second, community lifeline stabilization relies on businesses and infrastructure owners and operators who have the expertise and primary responsibility for managing their systems in emergencies. Accordingly, new doctrine and coordination mechanisms are needed to enable the private sector to play a larger, more comprehensive role in preparedness and response activities. (FEMA, 2019)

There are seven community lifelines: safety and security; food, water, sheltering; health and medical; energy (power and fuel); communications; transportation; and hazardous materials. Each lifeline is built by components that support it. These components represent the general scope of services for a lifeline. The components are further divided into relevant subcomponents that provide a granular level of enabling functions for the delivery of services to a community. Each Department is expected to provide essential elements of information (EEIs) regarding the status of components and subcomponents that they have knowledge of. During the readiness phase, this information will flow to OEM staff. During a response phase when the EOC is activated, this information will flow to the EOC situation unit.

By identifying issues in the lifelines with their components and subcomponents, efforts of action can be focused on rapid re-establishment of lifeline services to the community and incident stabilization.

Lifelines, Components and Subcomponents:



Safety and Security

Components	Subcomponents
Law Enforcement/Security	Police Stations Law Enforcement Site Security Correctional Facilities
Search and Rescue	Number and location of missing survivors Life threatening hazards to responders and survivors Availability and resources of search and rescue teams

	Status of animal assists, structural assessments and shelter in place checks
Fire Services	Fire Stations Firefighting Resources
Government Services	Government Offices Emergency Operation Center(s) Schools Essential government functions Public records Historic/Cultural resources
Community Safety	Flood control Protective actions Other hazards



Food, Water, Sheltering

Components	Subcomponents
Food	Points of Distribution (PODs) Commercial food distribution (supermarkets, neighborhood markets and grocery stores) Restaurants The food supply chain Food distribution programs (e.g. food banks)
Shelter	Emergency sheltering status, needs and requirements Housing Commercial facilities (e.g. hotels)
Water	Public wastewater systems and private septic systems Drinking water utilities (intake, treatment, storage, distribution) Commercial water supply chain
Agriculture	Area agriculture Status of food stock Food safety



Health and Medical

Components	Subcomponents
Medical Care	Acute medical care facilities (e.g. level 1 trauma center, burn units, ICU beds)

	Long term care facilities Pharmacies Dialysis centers Primary care and behavioral health facilities Home care services
Patient Movement	Local EMS system Active patient evacuations Future patient evacuations
Public Health	State (CDPHE) and Tri-County Health Departments Human services Behavioral health Vector control Labs Health surveillance and public health advisories
Fatality Management	Availability of mortuary and post-mortuary services Availability of transportation, storage and disposal resources Status of body recovery and processing Descendant's family assistance
Health Care Supply Chain	Pharmaceutical supply chain Blood and blood products Manufacturing (medical devices, medical gases) Critical clinical research Sterilization Raw materials



Energy (Power and Fuel)

Components	Subcomponents
Power (Grid)	Electrical power generation and distribution facilities Number of people and locations without power Estimated time to restoration of power Transmission systems
Fuel	Commercial fuel stations Responder fuel availability Critical fuel facilities (storage, refineries, processing) Status of fuel supply line Pipelines



Communications

Components	Subcomponents
Infrastructure	Wireless Internet service Broadcast (TV and radio) Data centers Satellite
Alerts, Warnings, Messages	IPAWS (WEA, EAS, National Weather Radio) Aurora's emergency notification system External affairs and media communication
911 and Dispatch	Status of phone infrastructure and emergency line(s) Number of callers and availability of staff and facilities
Responder Communications	Status of EOC, DOC(s), dispatcher, and field responder communications Availability and status of first responder communications equipment
Financial Services	Banking services Electronic payment processing



Transportation

Components	Subcomponents
Highway/Roadway	Major roads and highways Critical and non-critical bridges Status of maintenance and emergency repairs
Mass transit	Public transit systems including buses, light rail, and commuter rail
Railway	Heavy rail lines
Aviation	Status of area airports Military aviation operations



Hazardous Materials

Components	Subcomponents
Facilities	Hazardous material facilities Amount, type, and containment procedures of hazardous materials Reported or suspected hazardous material/toxic release incidents Hazardous material supply chain

HAZMAT, Pollutants, Contaminants	Oil/HAZMAT/Toxic incidents from non-fixed facilities Reported or suspected hazardous material/toxic release incidents Actual or potential radiological or nuclear incidents

Readiness

Coordination Calls and Meetings

If there is a threat possible or imminent that a significant emergency could occur, Emergency Management staff will move to a Readiness phase. These actions will take place only if time allows before the actual Response phase. Coordination calls and/or meetings will be scheduled during this time with departments and personnel that will be involved in the response. These calls and meetings address the necessary steps that need to be taken for the pending emergency or disaster as well as set overall priorities for the response. A common operating picture will be established during this conversation to ensure coordinated action across the city.

Resource Status and Movement

Resources needed to respond and recover from an emergency will be identified during the Readiness phase. Along with identifying the type and kind of resources needed, the acquisition of the resources will also be discussed. Internal resources owned by the city of Aurora can be potentially pre-positioned during this phase to areas of the city where their use will be more likely and more beneficial. If the resources are not owned by the city of Aurora, discussions take place on how and where to acquire the resources. This could be through mutual aid or the purchase and or rental of the needed resource. A detailed logistics and tracking process will be used to account for equipment and personnel throughout the response as well as the recovery phases of the incident.

Employee Readiness

It is critical that each department communicate with their employees regarding expectations during a large-scale emergency. Plans should be communicated regarding response and which employees will be needed for that response. Employees should make preparations during this time regarding travel, work schedule, food and water, medications, as well as preparing their family and home for the duration of the emergency. Employees should be prepared with overnight kits should travel be limited due to the event. Departments should also make plans for the accountability of their employees during this time to ensure their safety.

Tactical Plan Preparation

Several plans are created during the Readiness phase. If time allows, an overall Incident Action Plan, (IAP), will be written. An Emergency Operations Center Action Plan will also be created. Tactical plans will be created by those responsible for planning and/or operations during the response. These plans will describe the resources, personnel and methods that will be used in order to achieve the overall objectives for the incident. These plans will be shared with other partnering agencies and personnel also involved in the response which potentially includes outside mutual aid agencies. This is done to provide a common operating picture to all involved in the response and recovery of the incident.

Coordination with External Partners

Planning and situational awareness discussions will take place with external partners during the Readiness phase. A coordination conference call, individual call, email or meeting will be used in order to establish communication and share plans with outside entities. This can include surrounding governments and first responders, hospitals, school districts, private entities, non-governmental organizations, etc. This coordination is essential to bring all of the available resources into an organized response during an emergency. Coordinated conversations with outside policy groups and elected officials will also take place at this time as well in order to establish support and coordination with those in authority and entrusted with decision making responsibility for their organizations.

Link to Incident Specific Plans

The concept of operations described in this document is the base guidance for the city's overall response to any emergency. Incident Specific Plans in Part 4 of this Comprehensive Plan go into greater detail for specific types of incidents (including some planned types). These Incident Specific Plans include checklists for key Departments in each phase of the incident, guidance for resources needed, and other special information necessary to achieve the correct response to and recovery from those identified incidents.

Response

Emergency Operations Center Structure

The city of Aurora maintains an Emergency Operations Center (EOC) that coordinates the efforts of the whole community to manage an emergency. The EOC does not supersede the responsibilities of an Incident Commander or Unified Command, but instead supports IC/UC's by coordinating resource support to field command while maintaining citywide emergency needs. This is done by mobilizing resources, tracking costs, planning for future needs and addressing systemic issues that are beyond the focus of any individual incident. EOC operations are guided by an EOC Action Plan that outlines strategic objectives for each operational period. Issues which increase the complexity of an incident include: multiple incident command posts, large geographic areas, and incidents that involve terrorism. Examples of such incidents are widespread flooding, large HAZMAT spills, blizzards and tornados.

The OEM maintains both primary and alternate EOC facilities for Aurora. EOC locations are the following:

- **Primary EOC:** Basement of the Aurora Municipal Court located at 14999 E Alameda Pkwy, Aurora, CO 80012.
- **Alternative EOC:** Tallyn's Reach, Public Safety Communications Center, 23911 E. Arapahoe Rd, Aurora, Colorado, 80016. The alternate EOC is located in a meeting room in dispatch.

Like the ICS structure, the EOC is scalable, modular and flexible to meet the demands of each emergency. The EOC will be organized using the National Incident Management System (NIMS) model and Emergency Support Functions (ESF's) will be used for EOC operations in an activation. The City of Aurora EOC will be staffed by representatives of the city government and external partners that manage or assist in managing mass care, health and medical needs, transportation, utilities, agriculture, and recovery efforts after a disaster or emergency. Representatives from other non-government entities and government jurisdictions to include volunteers, municipalities, partnering counties, special districts, the

State of Colorado and federal partners, may also staff the EOC. Staffing is based on the EOC Activation Levels or at the discretion of the EOC Manager.

The following is a list of the EOC functional groups that could report to the EOC dependent upon the level of activation.

- EOC Management
    - EOC Coordinator
    - EOC Manager
- Emergency Support Functions 1-18
- Situational Awareness Unit (see below for further description)
- Logistics Unit (see below for further description)
- Finance
- Purchasing
- Support staff to assist with EOC staff needs
- External Partners

Operational roles for EOC staff are the following:

- Emergency Support Functions 1-18
    - Provides support to their agency, department or organization's representative in the field.
- Situational Awareness Unit (Sit Unit)
    - Collects, maintains, and redistributes information relevant to the event.
- Logistics Unit (Logs Unit)/Purchasing
    - Responds to the needs of field personnel and EOC Team by ordering, mobilizing, tracking and demobilizing resources.
- Finance
    - Track expenditures related to the event to determine the need for a disaster declaration and ensure reimbursement, if applicable.
- EOC Management
- EOC Coordinator
    - Facilitate and maintain the overall functioning of the EOC
- EOC Manager
    - Exercise overall management responsibility for coordination between all parties involved with the event.
- Support Staff
    - Provides administrative support to field personnel and the EOC Team.
- External Partners
    - Provides continuity of operations for a unified response between all private, public, and nonprofit sectors.

The EOC may be activated to one of the following levels depending on emergency needs:

Activation Level	Description	Possible Triggering Events	Possible Actions
Steady State Continuous Monitoring	EOC ACTIVATION AUTHORITY: Daily Operations as normal • OEM staff work their day-to-day activities. OEM continually maintains situational awareness and monitors for any incident that has the potential to require assistance. • Aurora EOC in a readiness posture, while conducting normal day-to-day operations.	• Watch, Advisory, and/or Warning; • Evacuation • Complex Structure Fires • Multiple DOC activations • High risk of terrorist attack	• Update and Maintain EOC equipment and repair or replace as needed • Update and Maintain EOC supplies and restock as needed • Update and Maintain EOC resources data • Update and Maintain EOC staff call lists

Enhanced Monitoring	EOC ACTIVATION AUTHORITY: Either a specific situation or hazard has been detected that must be monitored or a general state of monitoring exists. The monitoring stage may last up to eight hours or longer depending on the type of event. The EOC, if activated, should support the IC and the objectives of the IAP. At a monitoring level, City departments maintain direction and control of their own resources through their regular chain of command. Specifically, this level of activation may result from an approaching significant weather event, the potential for a public health situation, or a plausible threat of a terrorist event with an unspecified time or national location. The City's Emergency Management staff will monitor the event(s).	• Receiving credible terrorism threats/warnings • The initial response to cybersecurity incidents • Receiving a forecast for extreme weather • Evacuations • Complex Structure Fires • Wildland fires prompting evacuations • Mass care needs requiring the establishment of two or more shelters • Single or multiple DOC Activations	• Partial Activation of the EOC • Activate EOC with minimal staff, as needed • Notify City Management, City Department Heads, and Municipal Leaders about impending hazard • Activate ESFs as needed • Activate relevant Annexes/Plans as needed • COOP activation

Partial Activation	**EOC ACTIVATION AUTHORITY:** OEM Director, Police Chief, Fire Chief A minor to moderate incident in which local resources are adequate and available. An event/incident of this size may or may not necessitate a Local Disaster Declaration. The County's Emergency Operations Center (EOC) may be partially activated for planning, pre-positioning of resources, future action and decision making. Activations only include the key EOC positions needed in the initial planning and resource mobilization process, and in some limited circumstances may be conducted remotely.	• Receiving credible terrorism threats/warnings • The initial response to cybersecurity incidents • Receiving a forecast for extreme weather • A 100-year flood prompting evacuations • Wildland fires prompting evacuations • Mass care needs requiring the establishment of two or more shelters	• Partial Activation of the EOC • Determine specific EOC staff assignments • Notify City Management, City Department Heads, and Municipal Leaders about impending hazard • Monitor potential emergency situation and determine possible impact areas • Activate relevant Annexes/Plans as needed • COOP activation • Update maps, charts, displays, and resource data • Consider situation briefings for EOC staff • Check status of Alternate EOC • Consider situation briefings for senior staff

Full Activation (Major Disaster)	**EOC ACTIVATION AUTHORITY:** City Manager, OEM Director, Police Chief, Fire Chief A major disaster in which resources in or near the impacted area are overwhelmed and extensive state and/or federal resources are required. A Local Disaster Emergency Declaration (Municipal/County) and a State Disaster Emergency Declaration (State of Colorado) will be proclaimed; and a Presidential Declaration of an EMERGENCY or MAJOR DISASTER will be requested. A Full activation is in response to an emergency that potentially requires the services of all City emergency support functions	• A tornado with urban touchdown • An earthquake • 500-year flood prompting evacuations • A blizzard of 36 inches or more • Intentional/terrorist attacks resulting in multiple fatalities or injuries • Civil unrest • Mass care needs requiring the establishment of five or more shelters	• Assemble OEM staff and EOC representatives and fully activate the EOC • Monitor current situation and potential secondary incidents • Determine possible hazard impact areas and potential hazard effects • Formulate and implement precautionary measures to protect the public • Conduct briefings for senior staff and EOC staff • Arrange for food service if needed

Emergency Operations Center – Logistics Section

The EOC logistics sections serves as the single point of ordering to obtain necessary resources requested during a disaster or emergency. Logistics has the overall responsibility for the coordination, allocation tracking and demobilization of requested resources when ordering responsibility has been designated to the EOC.

Consistent with Resource Mobilization in General and any specific Resource Mobilization Plan found in Part 3 of this plan, Logistics will utilize the already developed EOC resource ordering process to track and manage resources in order to best document all necessary information pertaining to a resource request made by the requestor. Finance and Purchasing are responsible for approving expenses thresholds for resource ordering as well as tracking costs and expenses for equipment, supplies, and personnel time. Purchasing is responsible for securing resources and confirming and tracking procurement contracts established and/or utilized during the disaster or emergency. Although Finance and Purchasing are separate departmental roles they will be closely linked with Logistics operations.

Emergency Operations Center – Situational Awareness Section

The EOC Situational Awareness Section (commonly referred to as the "Sit Unit" or "Situation Section") is primarily responsible for gathering key pieces of information from the various EOC staff members and Emergency Support Functions, field reports and external partners and creating a common operating picture for responders and decision makers. The Situational Awareness Section authors the official Situation Report that is provided to the Policy Group, posts updates to WebEOC (or other current multi-jurisdictional information sharing platform) and prepares snapshot situation bulletins as needed during an EOC activation. The Situational Awareness Section also produces EOC level mapping products, including printed maps and Geographic Information Systems dashboards, web maps and applications.

Department Operations Center Structure

The Aurora EOC is supported by multiple Departmental Operations Centers. DOCs are coordination centers established by one or more City departments to manage certain capabilities or departmental responsibilities. DOCs may be activated at the discretion of a department independent of the Aurora EOC. When the EOC is inactive, DOCs report through their normal departmental organizational structure to their Department Chiefs or Directors and to the City Manager. When the EOC is activated, all DOCs support the EOC. DOCs may establish their own action plans to support the strategic objectives established by the EOC Action Plan. Each DOC implements and reports progress on the strategic objectives established by the EOC Action Plan and provides input for the plan during each operational period. Each DOC is assigned an EOC position as a Primary Coordination Contact. Aurora's DOCs are as follows:

- **Public Works DOC**: The Department of Public Works' (PW) Department Operations Center (DOC) may activate to coordinate citywide Public Works operations. However, during emergencies, they function as a DOC and support the EOC's strategic objectives. The DOC reports to the EOC through the EOC ESF 3 Public Works representative.
- **Fire DOC:** Aurora Fire Rescue (AFR) may activate a DOC to coordinate fire operations. The fire DOC reports to the EOC through the EOC ESF 4 Fire representative(s)

- **Police DOC:** The Aurora Police Department (APD) may activate a DOC to coordinate law enforcement operations. The Police DOC reports to the EOC through the EOC ESF 13 Law Enforcement representative(s).
- **Aurora Water:** The Aurora Water Department (AWD) may activate a DOC to coordinate water operations. The Water DOC reports to the EOC through the EOC ESF 16 Water representative(s).
- **IT:** The Aurora IT Department may activate a DOC to coordinate IT operations. The IT DOC reports to the EOC through the EOC ESF 17 IT representative(s).
- **Tri-County Public Health DOC**: The Tri-County Department of Public Health in partnership with Aurora, may establish a Public Health DOC to coordinate public health and fatality management issues and needs. The Public Health DOC reports to the EOC through the EOC ESF 8 Public Health representative.
- **Other DOC**: Other DOCs may be established as deemed necessary by departmental leadership. These DOCs will then be assigned a coordination position in the EOC.

Public Safety Communications

In a no-notice emergency, it is very likely that Public Safety Communications will be the first entity in the city to be aware of the problem. They will receive incoming 911 calls from citizens and initial radio traffic from the first responders to the scene. Public Safety Communications will dispatch appropriate and available response resources to the scene(s) of the emergency and will be responsible for initial notification of key stakeholders via the city's mass notification tool. Public Safety Communications will utilize community notification tools to alert citizens to the danger and provide initial shelter-in-place or evacuation instructions as specified by the on-scene incident commander. (See the Aurora Public Notification Plan in Part 3 of this Comprehensive Plan).

Public Safety Communications is the first point of contact for responders needing to order resources. Once the Emergency Operations Center is operational and the logistics section is activated, all resource requests related to the disaster or emergency should go through the EOC. Public Safety Communications will still be responsible for coordinating Aurora first responders via radio and CAD and will continue to take calls for service. Incident related information should be relayed to the EOC from Public Safety Communications. A temporary information or tip line may be set up in the dispatch center.

Policy Group

The Policy Group is comprised of City Management, Elected Officials, and any Director of a department that plays a role in the emergency response and recovery. The purpose of the Policy Group is to make high level decisions in regard to city operations and financial resources as well as determine if an emergency or disaster declaration needs to be put in place for the city. This group has the highest level of local authority and sets the overall objectives for the citywide emergency/disaster response. This responsibility also applies during the recovery phase of any incident. This group also has the overall responsibility for the continuity of operations and the continuity of government through the emergency and throughout the recovery.

Finance, Payroll, Risk Management

Finance has the overall responsibility of transitioning to internal emergency policies and emergency procurement policies once a large-scale emergency or disaster has been declared. This allows city personnel to acquire the resources needed for the response immediately or as needed. The Finance and

Purchasing representatives in the Emergency Operations Center also have the responsibility of tracking the costs associated with the emergency event and providing an overall financial summary to the OEM Manager and the Policy Group. Payroll will be responsible for ensuring that employees continue to receive paychecks through their continuity of operations planning. They will also be responsible for tracking any overtime costs related to the emergency. Risk management is responsible for tracking the overall insurable damages and the excess claims resulting from a disaster or emergency. They are also responsible for evaluating the employee liability and injuries that may result in the response or recovery efforts.

Area Command, Unified Command, and Incident Command in General

Effective November 22, 2004, in resolution R2004-80, the City of Aurora adopted the National Incident Management System (NIMS) as the official model for domestic incident management. The Incident Command System (ICS) is a component of NIMS. From the Federal Emergency Management Agency:

> ICS is a standardized approach to the command, control, and coordination of on-scene incident management that provides a common hierarchy within which personnel from multiple organizations can be effective. ICS specifies an organizational structure for incident management that integrates and coordinates a combination or procedures, personnel, equipment, facilities, and communication. (FEMA's ICS Review Document; https://training.fema.gov/emiweb/is/icsresource/assets/ics%20review%20document.pdf)

At the beginning of the response to an incident, an Incident Commander is designated. The Incident Commander has the responsibility for managing the on-scene incident. Initial authority to manage the incident is granted to the Incident Commander through City Ordinances and policy. Consistent with the Incident Command System, the Incident Commander will request appropriate resources to help manage the incident, including overhead positions such as an Operations Section Chief, Logistics Section Chief, Planning Section Chief, Finance Section Chief, Public Information Officer, Safety Officer, Liaison Officer, and appropriate support staff to assist those sections. The collection of staff brought in to manage the incident is called an Incident Management Team (IMT). IMT members should be qualified and trained and may come from any department in the city.

The use of ICS is not limited to emergency situations, the city of Aurora uses ICS for planned incidents (e.g. protests, anticipated snow storm), special events (e.g. the 4th of July Spectacular) and no-notice emergencies. The Incident Command role is not limited to just the Police and Fire Departments, any qualified person in an appropriate department may be the Incident Commander. A Parks, Recreation and Open Space superintendent would be the appropriate Incident Commander for a special event that does not require a large police or fire presence.

In some situations, the use of Unified Command is appropriate. Unified Command should be used when two or more departments each contribute significant resources and have a large role in managing the incident. The 4th of July Spectacular involves a large contingent of police officers, Fire Rescue assets and Parks, Recreation and Open Space staff to run successfully. A Unified Command approach is appropriate for managing the event. In the first response stages of an active shooter where there are mass casualties, police and fire should set up Unified Command to best coordinate their resources and resolve the tactical situation. After the mass casualty component is resolved and the patients have been removed from the

scene to advanced medical care, then command would transition to a single Incident Command under the Police Department for the follow-on investigation.

City staff assigned to the Incident work under the direction of the Incident Commander or Unified Command. Their obligations under their home agency directives, standard operating procedures, policy manual or laws do not change when assigned to the incident.

The Incident Command or Unified Command will produce an Incident Action Plan (IAP). For incidents involving hazardous materials, planned incidents with advanced notice, and incidents expected to last more than 12 hours, a written IAP will be produced. For all other incidents, the Incident Commander or Unified Command will consider the incident complexity, the number of resources involved and the potential for incident expansion in determining if a written IAP will be produced.

Incident Command operates out of a command post and should never be located in the EOC. The command post location is not set specifically and is defined based on the needs of each specific incident. It can be the back of a patrol car or fire battalion chief's SUV, it could be a mobile command vehicle, a school gymnasium or a conference room in police headquarters. The IMT works out of the command post to handle the tactical needs of the incident. There can never be more than one command post on any incident, including times when unified command is used.

In very large-scale events where multiple incidents are occurring simultaneously, Area Command may be utilized. Area Command includes an Area Commander or Unified Area Commanders, an Area Planning Section Chief, an Area Logistics Section Chief, an Area Finance Section Chief and a liaison to the Joint Information Center (Area Public Information Officer). The role of Area Command is to coordinate the efforts of multiple Incident Command organizations below it in times of scarce resource availability or large complexity. Most of the time, Area Command is not needed. In a blizzard for example, Police, Fire and Public Works will work in unified command to ensure stranded motorists are rescued, the major roadways are kept open and critical city infrastructure continues to function. There is no immediate need for area command. If, however, there is a large apartment fire during the blizzard that requires evacuation and sheltering, a separate Incident Command structure could be generated, and Area Command initiated to coordinate resources and unity of effort across the two incidents. The decision to initiate Area Command will be made in concert with the Policy Group, current Incident Commanders, the EOC and the Office of Emergency Management.

Resource Mobilization in General

Prior to any emergency or disaster, the city must identify available resources. Each Department is responsible for maintaining their own resource lists. Resources include vehicles, equipment, communications gear, critical supplies and people. During the preparedness phase, Departments are expected to cooperate with the Office of Emergency Management in developing inventories of critical resources in the city, identifying anticipated resource shortfalls and maintaining critical resource databases as identified by OEM. In the readiness or response phase of an incident. Departments will provide appropriate resource availability, capability and shortfall information to the Office of Emergency Management, Emergency Operations Center or Incident Command when requested (sometimes referred to as "statusing" resources).

In no notice or delayed notice incidents, it is anticipated that resource requests will be handled primarily by the Public Safety Communications Department (PSCD) via radio communications. Police and Fire incident commanders will radio for additional resources initially from inside the city and then from automatic or mutual aid partners in the surrounding jurisdictions. The Computer Aided Dispatch (CAD) system will be used for on-duty resource tracking. As the incident grows in complexity and the number of resources grows, the incident commander will start expanding the Incident Management Team to assist in managing resources. Once the Operations Section is staffed and capable of managing resources, PSCD will turn the tactical deployment of resources over to Operations. PSCD will still utilize CAD to assign city resources to the incident and PSCD will be the primary point of contact to order additional resources.

Once the city's Emergency Operations Center is activated and the logistics section is staffed, the EOC will take over resource ordering from PSCD. All new resource orders radioed in-to PSCD will be routed to the EOC. PSCD will continue to use CAD to track city public safety resources. The EOC will track outside resources ordered and their assignment to the incident. The Incident Command organization assigned to the incident will allocate resources to tactical assignments in the incident, track them in that assignment and prepare them for demobilization once the assignment is completed. The EOC will track the demobilization of the resource and consider reassigning the resource to other incidents within the city as appropriate.

Planned incidents or events will utilize appropriate resource tracking prior to the EOC being activated. The Office of Emergency Management will assist in identifying resource sources and coordinating a resource ordering process, but, unless specifically tasked with resource ordering and tracking, will act in an advisory capacity only. OEM should be advised of significant advanced resource ordering across city departments or from outside the city. Once the EOC logistics section is activated, all resource orders should be sent through the EOC and currently deployed resources reported to the EOC for tracking.

Prior to the declaration of an emergency or disaster, incident command and city departments should track resources on incidents with the assumption that an incident may escalate into a state or federally declared disaster. Declared disasters increase the paperwork burden related to resource allocation and cost sharing or reimbursement. The city's Finance Department should be an integral part of large EOC activations with the potential for a declared disaster.

During an EOC activation prior to a declared emergency or disaster, the EOC coordinator and EOC logistics section are authorized to make purchases within normal city purchasing guidelines on behalf of the ordering department, but those departments are responsible for payment. This may be handled with an inter-departmental transfer following the activation. In a declared emergency or disaster, the city's Emergency Manager or the EOC coordinator are authorized to make purchases and resource requests on behalf of the city within limits specified by city charter and the policy group.

City resources may be requested to respond outside the city to assist in emergencies elsewhere in the state and nation. Excluding normal mutual aid and automatic aid agreements, any resource deployment outside the city to an emergency or disaster (e.g. a state request for assistance or Emergency Management Assistance Compact request outside of the state) must be approved by the resource's department director and reported to the Office of Emergency Management for tracking purposes. OEM may request specific pre- or post-deployment inspections, check-ups or briefings.

Link to Incident Specific Plans

The concept of operations described in this document is the base guidance for the city's overall response to any emergency. Incident Specific Plans in Part 4 of this Comprehensive Plan go into greater detail for specific types of incidents (including some planned types). These Incident Specific Plans include checklists for key Departments in each phase of the incident, guidance for resources needed, and other special information necessary to achieve the correct response to and recovery from those identified incidents.

Recovery

If significant recovery efforts are necessary the Recovery Plan should be activated. Response plans will be put in motion first, and response operations will have priority. However, the complexity of recovery will require that recovery planning activities be started as soon possible.

Short Term Recovery

Short-term recovery focuses on stabilizing communities as the emergency response phase winds down and the major impacts of the incident are managed. This phase of recovery is categorized by detailed assessments of the incident impacts for the formulation of recovery strategies, health and safety needs, prioritization and restoration of basic infrastructure and services and mobilization of recovery organizations and resources.

Short term recovery activities may include:

- Creating an initial recovery action plan to support application to Federal disaster recovery programs
- Providing emergency sheltering
- Conducting an initial damage assessment of critical infrastructure and services, homes and businesses
- Removal of debris on primary transportation routes
- Repairing major transportation systems and restoring interrupted utilities, communications and other essential infrastructure and services
- Providing ongoing observation and response to the public health impacts
- Identifying those in need of emotional/psychological support
- Providing emergency and temporary medical care, including disability related assistance
- Setting up, staffing and establishing management procedures for the disaster assistance center
- Assessing and understanding risks and vulnerabilities to mitigate impacts

Long Term Recovery

Long Term Recovery focuses on the rebuilding and revitalization of the community. This phase of recovery may continue for months or years and addresses returning individuals, families, critical infrastructure, essential governmental and commercial services to a functional if not pre-disaster state. This phase also includes redevelopment of the impacted area, restoration, or relocation of damaged facilities, and the transition to a self-sufficient, sustainable, and resilient community.

Long Term recovery activities may include:

- Developing the Recovery Action Plan to include a project prioritization and planning process
- Initiating applications to Federal disaster recovery programs
- Providing interim housing for people who have been displaced and planning for long-term housing solutions
- Assessing damage to natural and cultural resources and developing plans for their restoration
- Identifying and addressing unmet recovery needs
- Continuing application of Federal disaster recovery programs
- Rebuilding infrastructure to address vulnerabilities and meet future needs
- Implementing long-term economic revitalization
- Reestablishing disrupted public health, behavioral health and health care resources
- Ensuring continuity of key social services to support vulnerable populations
- Educating the public regarding ongoing recovery efforts and timelines

After-Action Reviews

Soon after the response and recovery operations cease, all involved departments, agencies and stakeholders should conduct an evaluation of the actions taken. OEM will organize and conduct a citywide after-action review. The OEM initiates the review by sending a survey to all organizations involved and by organizing and facilitating at least one AAR meeting. The OEM will then develop a draft after-action report and an improvement plan. The after-action report identifies the community's emergency response and recovery strengths and weaknesses, and the improvement plan suggests ways for appropriate lead agencies to improve their respective capabilities.

OEM will present drafts of the after-action report and improvement plan to the appropriate lead agencies during an after-action review meeting. Following that meeting, the OEM updates the after-action report and improvement plan, incorporates feedback from the agencies involved, and publishes the final version. Departments are expected to complete their assigned tasks in the improvement plan, and organizations external to the City are highly encouraged to implement their improvement plan assignments.

Training and Exercise

The City of Aurora faces multiple threats from both natural and human-caused disasters. Because of the nature of these threats, it is imperative that the City maintain a high state of readiness in an all hazards program. An integral part of our Emergency Management program includes an effective and realistic training and exercise program which will give assurances to citizens that the city, businesses, industries and neighborhoods are taking a proactive approach to ensure that:

- Steps are being taken to identify and lessen the effects of disasters
- First responders and all leaders (both appointed and elected) are continually training and prepared to fully function effectively during an adverse event
- Recovery efforts are seamless between all levels of government and the effected communities
- Levels of preparedness are such that the normal confusion encountered during the first few minutes of initial response to event is minimal.

By developing and providing a realistic systematic exercise plan, employees, citizens and visitors in Aurora can be assured that their community is better prepared for any event that may occur.

Effective and efficient emergency response to real or threatened emergency situations by facilitating a trained and competent staff to operate and support the EOC and handle their responsibilities as identified in the CEMP is critical. An approved CEMP and a staffed, functional EOC operating at its full capabilities provide a critical element of the overall emergency management effort and enhance the City's ability to provide acceptable levels of protection and assistance to the citizens of the community.

A training and exercise plan is developed and updated annually that incorporates linkages to the FEMA Core Capabilities. This is not only to enhance our training abilities and capabilities but to meet the requirements of the Emergency Management Performance Grant (EMPG), Local Emergency Management Support (LEMS) program as a subrecipient. Objectives to meet these requirements are the following:

Development and maintenance of a three-year training and exercise plan with linkages to FEMA Core Capabilities.

To provide for the assessment, development, and implementation of an EOC Training and Exercise education program for emergency personnel, city employees, and public/private representatives and or stakeholders. The basis program is the following:

Monthly EOC drills and exercises related to policies and plans to regularly assess the skills, abilities and experience of assigned EOC departmental staff.

The program exercises and evaluates plans, policies, procedures and capabilities through an annual functional exercise, post-incident reports, AARs, performance evaluations, and exercises. A summary of findings discovered through the exercises is documented and disseminated within the program, to key stakeholders, and selected community partners.

To provide, develop and implementation of city employee and citizen training to help equip employees and citizens on how to respond to an emergency. This is accomplished through the following:

- Organization and implementation of Run-Hide-Fight-Treat Courses for employees and citizens
- Organization and implementation of Aurora Ready courses and distribution of information and material for city businesses, HOA's and Non-Governmental Organizations (NGO's)

Training Requirements for city personnel

Aurora Divisions and Departments are at various stages of implementing the National Incident Management System (NIMS) as adopted by City Council Resolution R2004-80. All city full-time employees are required to complete the following:

- IS-100 – Introduction to the Incident Command System: Introduces ICS and provides the foundation for higher level ICS training. This course describes the history, features and principles, and organizational structure of the system. It also explains the relationship between ICS and the National Incident Management System (NIMS).
- IS-700 – Introduction to the National Incident Management System: This course introduces and overviews the NIMS. NIMS provides a consistent nationwide template to enable all government, private sector, and nongovernmental organizations to work together during domestic incidents.

City management, council appointees, and elected officials are expected to understand their roles and responsibilities in emergencies and disasters, and the process by which to integrate into the Incident Management System through the Emergency Operations Center. In addition to IS-100.b and IS-700.a key course is essential for all elected and key officials, including legal staff:

G-402 Emergency and Disaster Considerations for Executives: This course is specific to policy-level officials who will be making key decisions during and after emergencies and disasters. This is the only course required for NIMS compliance for senior and elected officials.

Public Safety Executives (Police Captains, Commanders, Chiefs; Fire Battalion Chiefs, Commanders, Deputy Chiefs, Chiefs); Public Works Executives are recommended to complete the following within the Aurora Learn System:

IS-100, IS-200, IS-300, IS-400, IS-700, IS-800, G191 (ICS-EOC Interface)

Public Safety Management (Police Lieutenants, Fire Captains); Public Works Superintendents/Managers; Select Parks, Recreation and Open Space management with roles in event management or disaster response; Select Water Department managers are recommended to complete the following within the Aurora Learn System:

IS-100, IS-200, IS-300, IS-400, IS-700, IS-800

Designated Emergency Operations Center staff members are recommended to complete the following within the Aurora Learn System:

IS-100, IS-200, IS-700, IS-800, G191 (ICS-EOC Interface)

Plan Development and Maintenance

To meet the EMPG-LEMS grant requirements, a subrecipient is required to develop and maintain a formally adopted, up-to-date emergency operations plan, and local alert and warning plan. CRS 24-33.5, SS 707 also requires an All-Hazard Emergency Operations Plan consistent with CPG-101 v.2. Additionally, to fulfill this statutory requirement all EMPG funded jurisdictions are required to complete the Colorado EOP Review Tool as of 2019.

If a plan is to be effective, its contents must be known and understood by those who are responsible for its implementation. This plan was developed through a collaborative effort that included many entities in Aurora. Participants included the Office of Emergency Management, the lead and support agencies for each of the 15 Emergency Support Functions (ESF), and personnel involved in recovery and mitigation activities. The plan was approved by elected and appointed officials from the city of Aurora.

Proper maintenance of the plan is coordinated by the OEM and is highly dependent on the engagement of departments and organizations across the whole community. Departments will be assigned to update and maintain their component(s) of the plan. Telephone and contact lists are to be updated and turned into the Emergency Management Services Director whenever significant changes occur.

This EOP will be officially updated and improved every three (3) years.

OEM will review and revise this plan annually with input from internal staff, external planning partners, plan users, regulatory guidance and exercise participants. . Changes to the ESFs and Support Plans do not need Council approval unless the spirit and intent of the basic plan has changed but may be submitted to the OEM Director for approval. Primary responsibility for the overall development and maintenance the CEMP and Supporting Plans is the responsibility of the OEM. The principles of NIMS will be adhered to during activations of the plan and during the annual revision time period for the plan.

Plan Development and Maintenance activities should also take into account the following considerations:

- Review Roles and Responsibilities
- Revise procedures and protocols to meet operational efficacy
- Provide an honest and thorough evaluation of the plan following a training or exercise, or following an actual incident in which the EOP is activated

Emergency Management Organization, Laws, Authorities and References

Introduction

City, state and federal agencies are each granted unique authorities to manage emergencies. These authorities are implemented in close coordination with each other as well as with other partner organizations to ensure a whole community emergency management strategy is followed. While successful emergency management is a collaborative effort, C.R.S. § 24-33.5-707 vests ultimate legal authority for coordinating emergency response and recovery activities within City government. Large emergencies and disasters may require the support and resources of state and federal entities, but overall direction and control of emergency response and recovery activities is maintained by City government.

City Manager

The city manager is responsible for the planning, coordination and operation of the disaster activities in the city and shall ensure the director of the Office of Emergency Management performs its duties and responsibilities per city Ordinance Sec. 38-31. – Duties and responsibilities. Although some of the assigned duties described Sec. 38-31 will be handled by the director, responsibility and authority stems from and remains with the city manager per Sec. 38-31.

The overall organization of the Emergency Management is defined below per City Ordinance Sec. 38.30. – Organization.

Sec. 38-30. - Organization.

(a) City manager. The city manager is authorized and directed to establish an office of emergency management utilizing to the fullest extent the services and resources of existing departments within the city. The city manager shall be the coordinator of the office of emergency management and shall be responsible for its organization, administration and operations.

(b) Appointment of director. The city manager shall appoint a director of the office of emergency management who shall serve in such capacity at the pleasure of the city manager and who may be

otherwise employed by the city. Upon appointment, the director shall be under the supervision and control of the city manager and shall be charged with the duties, responsibilities and authority contained in this article. Subject to the approval of the city manager, the director may appoint such deputies and other administrative assistants as may be necessary to carry out the duties of the office.

(c) Cooperation. The employees, equipment and facilities of all city departments, boards and commissions shall participate in disaster planning activities. Responsibilities assigned to a city department shall be similar to the normal duties of the department.

(Code 1979, § 12-14)

C.R.S. § 24-33.5-709 and City Ordinance Sec. 38-33. – Disaster powers and authority empowers the City Manager to verbally declare that a state of disaster exists, when in his or her opinion a disaster has occurred or threat of a disaster is imminent. No state of disaster may continue for longer than seven days unless renewed by the consent of the majority of the city council. The city council may terminate by motion a state of disaster at any time, whereupon the city manager must issue a proclamation ending the state of disaster. All verbal proclamations should be recorded in writing and attested to by the Clerk and Recorder as soon as reasonably possible to do so. State of emergency declarations must be given prompt publicity through public media and other means and kept on file by both the Office of Emergency Management (OEM) and Clerk and Recorder.

Legal precedent indicates that when a disaster proclamation is in effect it empowers the City Manager to implement one or more provisions within all or part of the City of Aurora to protect life and property and preserve critical resources. Such regulations can be found in Sec. 38-33. - Disaster powers and authority and Sec. 38-34. - Declaration of emergency

Clerk and Recorder

As prescribed in C.R.S. § 24-33.5-709 and Ordinance Sec. 38-34 Declaration of Emergency. The City Clerk is responsible for attesting to and filing all local state of emergency declarations and other official emergency acts. The attesting to and filing of an act by the clerk should be conducted as expeditiously as is reasonably possible, but these actions are not prerequisite to an act possessing its full legal power.

State Authorities

- Colorado Revised Statutes, Title 24, Article 33.5, Part 701, Colorado Disaster Emergency Act, as amended
- Governor's Executive Order 2011-005, Establishing a policy to enhance the relationship between state and local government
- Governor's Executive Order 2004-011, Adoption of the National Incident Management System for the State of Colorado
- Colorado Revised Statutes, Title 2, Article 3, Legislative Declaration and Legislation Emergency Preparedness, Response, and Recovery Committee
- Colorado Revised Statutes, Title 13, Article 21, Part 113.7, Immunity of volunteer firefighters, incident management teams, and their employers or organizations
- Colorado Revised Statutes, Title 17, Article 24, Inmate Disaster Relief Program utilizing inmate crews for various emergency response and recovery functions.

- Colorado Revised Statutes, Title 24, Article 32, Part 2504, Temporary housing for disaster victims
- Colorado Revised Statutes, Title 24, Article 33.5, Part 705.3, Statewide All-Hazards resource database
- Colorado Revised Statutes, Title 24, Article 33.5, Part 705.4, Creation of the All- Hazards Resource Mobilization System and the Resource Mobilization Plan
- Colorado Revised Statutes, Title 24, Article 33.5, Part 822, Memorandum of Understanding with volunteer organizations to assist the Sheriff, local government, local emergency planning committee, or state agency in providing services in the event of a disaster
- Colorado Revised Statutes, Title 24, Article 33.5, Part 823, Qualified Volunteer Organization List
- Colorado Revised Statutes, Title 24, Article 33.5, Part 824, Provisions for volunteer protections
- Colorado Revised Statutes, Title 24, Article 33.5, Part 1102 Governor's powers for emergency relief to local governments
- Colorado Revised Statutes, Title 24, Article 33.5, Part 1105, Debris Removal authorities
- Colorado Revised Statutes, Title 24, Article 33.5, Part 1106, Grants to Individuals after a Presidentially Declared Disaster
- Colorado Revised Statutes, Title 24, Article 33.5, Part 1107, Community loans after a Presidentially Declared Disaster
- Colorado Revised Statutes, Title 24, Article 33.5, Part 1220, Emergency Fire Fund creation and management
- Colorado Revised Statutes, Title 24, Article 33.5, Part 1221, State Responsibility for managing forest and wildland fires in specific areas of the state
- Colorado Revised Statutes, Title 24, Article 33.5, Part 1222, Cooperation by counties with the governing bodies of organized fire districts, fire department, municipal organizations, private entities, other counties, agriculture, and the federal government in the management and prevention of forest fires
- Colorado Revised Statutes, Title 24, Article 33.5, Part 1223, Sheriff's authority to enforce all state forest fire laws
- Colorado Revised Statutes, Title 24, Article 33.5, Part 1226, Wildfire Emergency Response Fund {WERF} creation and requirements
- Colorado Revised Statutes, Title 24, Article 60, Part 2902, Emergency Management Assistance Compact authorization
- Colorado Revised Statutes, Title 25, Article 1, Part 108, Powers and duties of the State Board of Health
- Colorado Revised Statutes, Title 25, Article 1.5, Part 107, Purchase of antiviral therapy for Pandemic Influenza
- Colorado Revised Statutes, Title 25, Article 3.5, Part 704, Statewide Emergency Medical and Trauma Care System
- Colorado Revised Statutes, Title 28, Article 3, Part 104, Governor as the Commander in Chief of the military forces
- Colorado Revised Statutes, Title 29, Article 22, Part 102, Response authorities for hazardous substance incidents

- Colorado Revised Statutes, Title 29, Article 22.5, Part 103, Wildland fire general authority and responsibilities
- Colorado Revised Statutes, Title 30, Article 10, Part 516, Sheriff's duty to preserve the peace and command aid
- Colorado Revised Statutes, Title 37, Article 60, Part 123.4, State Flood Response Fund creation

Federal

- Federal Civil Defense Act of 190 (Public Law 81-920)
- P.L. 100-707, Robert T. Stafford Disaster Relief and Emergency Assistance Act and Amendments, as amended
    - Disaster Recovery Reform Act of 2018
- Pets Evacuation and Transportation Standards Act, amending Section 403 of the Stafford Act, authorizing FEMA to provide rescue, care, shelter, and essential needs for individuals with household pets and service animals, and to the household pets and animals themselves following a major disaster or emergency.
- Executive Order 12127 Establishment of the Federal Emergency Management Agency Homeland Security Presidential Directive 5 (HSPD 5), February 2003, Establishing the National Incident Management System
- Homeland Security Presidential Directive (HSPD) 8
- Disaster Mitigation Act of 2000
- S.3721 – Post Katrina Emergency Management Reform Act of 2006
- FEMA National Planning Frameworks
- Comprehensive Preparedness Guide (CPG) 201
- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), known as Superfund, enacted by Congress on December 11, 1980, provides broad federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment
- Superfunds Amendments and Reauthorization Act (SARA) Title Ill, known as the Emergency Planning and Community Right to Know Act, amended the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) on October 17, 1986, established a community's right to information on what hazardous chemicals are used, stored, produced, or released from local industries
- Plain language Act
- Americans with Disabilities Act
- Emergency Planning & Community Right-To-Know Act 42 U.S.C 11001 et Seq. (1986)

In exercising his or her authority under 42 U.S.C. § 5121, et seq., the President may grant requests from the Governor of the State of Colorado for either an Emergency Declaration or Major Disaster Declaration. These presidential declarations permit federal agencies to deploy personnel and resources to support disaster response and recovery. Presidential declarations also open federal funding streams and cost sharing for assistance directly to citizens, known as Individual Assistance (IA); assistance directly to local and state governments and qualifying non-profits, known as Public Assistance (PA); and funding to

prevent future disasters through the Hazard Mitigation Grant Program (HMGP). PA and IA each have multiple subcategories of funding that Aurora may or may not qualify for even after receiving a presidential declaration.

Emergency Declaration: 42 U.S.C. § 5193 allows the President to spend up to $5 million (without reporting to Congress) to protect lives, property, public health and safety, or to lessen or avert the threat of catastrophe. Potential PA reimbursement under an Emergency Declaration is limited to expenditures for Category A (debris removal) and Category B (emergency protective measures). Potential IA assistance is limited to the Individuals and Households Program (IHP). No HMGP funding is made available due to an Emergency Declaration.

Major Disaster Declaration: 42 U.S.C. § 5170a allows the President to make available federal assistance and cost shares to address a wide array of emergency response and recovery needs that exceed local and state capabilities. In the event that Aurora is declared a federal disaster area, federal departments and agencies may make available resources and assistance to augment those of the county, city and the state. Potential PA reimbursement under a Major Disaster Declaration includes expenses related to Category A (debris removal), Category B (emergency protective measures), Category C (roads and bridges), Category D (water control facilities), Category E (public building and contents), Category F (public utilities) and Category G (parks, recreational, and other facilities). Potential IA assistance under a Major Disaster Declaration includes Crisis Counseling Assistance and Training Program (CCP), Disaster Unemployment Assistance (DUA), Disaster Legal Services (DLS), Disaster Case Management (DCM), Individuals and Households Program (IHP) and Disaster Supplemental Nutrition Assistance Program (D-SNAP). HMGP funding may also be available after the emergency to assist in preventing future disasters.

Apart from presidential declarations, numerous federal agencies can provide disaster assistance. The following federal agencies may separately provide grants and loans to citizens, local governments and certain NGOs.

Department of Health and Human Services (DHHS): If disease or disorder presents a public health emergency, including significant outbreaks of infectious disease or bioterrorism attacks, the Secretary of the Department of Health and Human Services (DHHS) may exercise his or her authority under 42 U.S.C. Ch 6A § 201, et seq. to declare a public health state of emergency. A public health state of emergency allows DHHS to access emergency funding and waive or modify certain privacy rules and other regulations under Medicare, Medicaid, Children's Health Insurance Program (CHIP), and Health Insurance Portability and Accountability Act (HIPAA). DHHS may also provide states and municipalities with large quantities of pharmaceutical and medical supplies known as the Strategic National Stockpile (SNS), assistance in evacuating of large numbers of sick or injured patients through the National Disaster Medical System (NDMS), or technical expertise to guide local and state decision makers.

Small Business Administration (SBA): The SBA may use its authority under 15 U.S.C. § 633(c) to separately issue disaster assistance in the form of:

- Physical Loans: Loans to businesses owners, home owners, renters and qualifying nonprofits for physical damage sustained to their property during a disaster.
- Economic Injury Loans: Loans to businesses for economic injury sustained during a disaster.

Department of Agriculture (USDA): The USDA's Rural Development, Farm Service Agency, and Natural Resource Conservation Service may implement any of the following disaster assistance programs:

- **Emergency Conservation Program (ECP):** Funding to rehabilitate farmland after natural disasters or implement water conservation measures during severe drought (16 U.S.C. § 2201 et seq.).
- **Emergency Forest Restoration Program (EFRP):** Funding to the owners of private forest land to restore forest health on land damaged by natural disasters (16 U.S.C. §2206).
- **Emergency Assistance for Livestock, Honeybees and Farm-Raised Fish Program (ELAP):** Funding to certain producers of livestock, honeybees and farm-raised fish to compensate for losses due to disease, weather or similar disasters (7 U.S.C. § 1531e).
- **Emergency Loan Program (EM):** Loans to help farm producers recover from production and physical losses due to natural disasters or quarantine (7 U.S.C. § 1961).
- **Livestock Forage Disaster Program (LFP):** Compensation for grazing losses for certain livestock on qualifying pasture-land due to a drought or fire (19 U.S.C. § 2497a).
- **Livestock Indemnity Program (LIP):** Assistance to livestock owners for abnormally high livestock mortality rates resulting from adverse weather events or certain predators that have been reintroduced to the wild (7 U.S.C. § 1531c).
- **Non-insured Crop Disaster Assistance Program (NAP):** Funding for uninsured crop losses due to natural disasters (7 U.S.C. § 7333).
- **Tree Assistance Program (TAP):** Assistance to orchardists and nursery tree growers to replant or rehabilitate eligible trees, bushes and vines lost by natural disasters (19 U.S.C. § 2497a).
- **Environmental Quality Incentives Program (EQIP):** Assistance in managing drought through creating livestock watering facilities, disposal of certain vegetative debris and dust management. (16 U.S.C. § 3893aa).
- **Emergency Watershed Protection (EWP):** Assistance in mitigating watershed debris and other impairments that threaten lives and property (16 U.S.C. § 2203-2205).
- **Agricultural Conservation Easement Program (ECEP):** Assistance to rural areas with declining water quality (16 U.S.C. § 3865 et seq.).
- **Community Water Disposal and Water Facilities Grants and Loans:** Loans and grant funding to rural areas with acute degradation of the water supply (7 U.S.C. § 1926).
- **Highway Administration:** The Federal Highway Administration may, subject to the provisions of 23 U.S.C. § 120(e) & 125, issue funding through the Emergency Relief Program to repair federal-aid highways and roads on federal lands that are damaged due to natural hazards or other external cause

Office for Victims of Crime: Following events of mass violence or terrorism, 34 U.S.C. § 20101 allows for grants to be provided directly to victims, local governments or victims assistance organizations by the

Office for Victims of Crime. Office for Victims of Crime funding is administered through the Colorado Department of Public Safety's Division of Criminal Justice.

While overall management and command authority for incidents within Aurora rests with the City, the federal government may exercise jurisdiction over aspects of an emergency response in certain situations. These situations include:

Investigating acts of terror: 50 U.S.C. § 401 and Presidential EO 12333 gives the Federal Bureau of Investigation (FBI) authority to oversee investigations related to acts of terror. All other response and recovery functions related to acts of terror within Aurora are managed by the City. No City department may, under any circumstance, declare whether an incident of mass violence can be deemed terrorism.

Investigating certain transportation incidents: 49 U.S.C. § 1131 Gives the National Transportation Safety Board (NTSB) authority to oversee investigations related to certain aviation, marine, pipeline and surface transportation incidents.

National states of emergency: In certain nationwide crises, most notably an attack by a foreign nation, the President's powers under Article II of the U.S. Constitution and 50 U.S.C. § 1601-1651 gives the federal government more direct control over local affairs and emergency response decisions.









AURORA, COLORADO

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

Part 2: Roles and Responsibilities

Introduction to Roles and Responsibilities

Part 1 of the Comprehensive Emergency Management Plan is the base plan for how the city prepares for, mitigates against, responds to and recovers from an emergency or disaster. All city departments have a general responsibility for preparing for emergencies and continuing essential services to the community and the citizens of Aurora. They have the responsibility for continuity of operations planning, participation in citywide emergency exercises, and supporting the Comprehensive Emergency Management Plan and portions of Chapter 38 of the Aurora Municipal Code. In the concept of the Whole Community being involved in emergency management and response, certain key community stakeholders also have roles in our plan.

This part of the Comprehensive Emergency Management Plan provides more detailed descriptions of specific roles and responsibilities of elected officials, council appointees, city management, city departments and external stakeholders (such as hospitals, school districts and volunteer organizations active in disasters).

Elected Officials

The responsibilities of the Mayor and City Council, as it pertains to this EOP, are to proclaim the existence and then the termination of the emergency and to attend to the duties and authorities set forth in the City ordinances. The legislative authority of City Council remains and may be called upon to set forth direction and make policy decisions during an emergency or disaster.

Mayor and City Council

The responsibilities of the Mayor and City Council, as it pertains to this plan, are to proclaim the existence and the termination of a disaster or emergency and to attend to the duties and authorities set forth in the city ordinances.

Council Appointees and City Management

City Attorney

The responsibilities of the City attorney, as it pertains to this EOP, are to function as the legal advisor to City Council, the Mayor, the City Manager, and COA department directors, to prepare emergency disaster declarations and emergency ordinances, and to provide interpretation of federal and state regulations that relate to disasters.

Judicial

It is the responsibility of the appointed Municipal Judge to ensure that all judicial business and proceedings continue in operations and all responsibility of the municipal court is accounted for and completed. All available resources will also be identified and directed to assist in a citywide emergency to the capability and extent possible.

Court Administration and Justice Center

It is the responsibility of the Court Administrator to ensure that all business of the Court be accounted for in regard to continuity of operations. All applicable laws and associated safety measures are in place for the operation of the detention facility.

Office of the Public Defender

It is the responsibility of the Public Defender to ensure all responsibility and operations of the office is accounted for during a large-scale emergency and the essential activities and records are accounted for in the continuity planning for the office.

Civil Service Commission

It is the responsibility of the Commission to ensure the continuity of all essential business functions and the safekeeping of all records related to the office and civil service personnel.

City Manager and Deputy City Managers

The responsibilities of the City Manager, as it pertains to this EOP, are to issue the emergency/disaster proclamation, implement the EOP as the situation requires, implement an effective public warning system, review media releases as approved by the Joint Information Center, authorize the expenditure of disaster funds, provide the Mayor and/or Council with status reports, issue evacuation orders and issue orders to activate/deactivate the EOC.

City Departments

Fleet Services Department

The Fleet Services Department (Fleet) will be responsible for the following functions: respond to emergencies and disasters by assessing the overall status of vehicles and equipment; identify, obtain, prioritize and allocate available transportation resources; respond to requests for transportation support of mobilization sites, staging areas, and distribution points; prioritize the needs for transportation services; provide vehicle maintenance and repair, fuel and related supplies; and coordinate and prioritize the staging of transportation resources for city of Aurora department needs.

The Fleet Department will staff the Emergency Support Function (ESF) 1 desk during an activation of the Emergency Operations Center if requested. ESF 1 will assist with identifying, obtaining, prioritizing and allocating available transportation resources. This includes the process of deploying, tracking, demobilizing and restaging transportation resources. Fleet services will be available for service during disaster and emergencies in the response and recovery phases. During the prevention, preparedness and mitigation phases fleet services will ensure city of Aurora equipment is available and fleet staff is trained and ready to respond.

Fleet services will respond to requests for transportation assistance, use of local vehicles and equipment, and vehicle assistance needs for moving equipment, supplies, or people. Fleet services will maintain COA vehicle inventories and deploy, track, demobilize and re-stage resources as appropriate.

When necessary, Fleet will establish and maintain communications with adjacent county and state transportation officials. Fleet will also establish immediate communications with its personnel to ensure appropriate response levels.

Public Safety Communications

Public Safety Communications is the Public Safety Answering Point, (PSAP), for the city of Aurora. They are responsible for answering all 911 related communication with the public. They are also responsible for monitoring communication and assisting with the coordination of communication between public safety personnel during an incident. The immediate resource ordering for an incident will also be dependent upon Public Safety Communication personnel. Resource ordering will transfer to the EOC

once it has been established if the incident appears like it will be of significant duration. Public Safety Communications will provide staff for the ESF 2 position when requested by the EOC Manager.

During a disaster or emergency, Public Safety Communications will notify city officials and other city departments of the disaster or emergency through the city mass notification system. This method of communication will also be utilized to send public alert and warning messages. Other means of warning the public include the Emergency Alert System, (EAS), media broadcasts, social media, and the outdoor warning sirens. Aurora personnel will either launch these messages directly or request a message be sent through the proper authorities having oversight of a communication system.

Public Works Department

The Public Works Department (Public Works) will be responsible for the following functions: provide technical advice and evaluation, engineering services, coordinate building and structural inspections, coordinate snow removal operations, facilitate restoration of transportation systems, coordinate debris removal, provide emergency power support to predetermined facilities, and provide personnel to support damage assessment through the Damage Assessment Plan (found in Part 3 of the Comprehensive Emergency Management Plan). Public Works will also assist other departments with traffic control and street barricading, and provide technical expertise and advice on floodplain management, drainage and civil engineering.

The Public Works Department will staff the Emergency Support Function (ESF) 3 desk during and activation of the Emergency Operations Center (EOC) if requested. ESF 3 will work with their field counterparts to collect information on damaged or at-risk infrastructure. Public Works will respond to the disaster or emergency in accordance with their operational plans and concurrently with the incident goals and objectives as established in the Incident Command Post and EOC.

Aurora Fire Rescue

Aurora Fire Rescue (AFR) will be responsible for providing response and resources for all incidents involving: Fire suppression and extinguishment, emergency medical needs, hazardous material releases or spills, collapsed structures, flooding and swift water rescues, search and rescue operations, and any other all-hazard needs that may arise from a large-scale emergency or disaster. The AFR Chief or designee will be responsible for staffing the ESF 4 position in the EOC when requested by the EOC Manager. This position will coordinate with the AFR DOC if activated along with Command personnel for resource ordering and tracking. These resources also include mutual aid requests, as well as the staging and logistics to support field requests. These mutual aid resources may include local, state or federal resources deployed to assist in the disaster or emergency.

AFR is responsible for the coordination of emergency medical treatment and transport. ESF 4 will act as the liaison between the local public health department, (Tri-County Health), the Colorado Department of Public Health and Environment, (CDPHE), and the local area hospitals and their representatives. Patient care and tracking will be the responsibility of AFR throughout the pre-hospital care during the emergency or disaster.

All Fire resources remain under the control of the Fire Chief or their designee and they will be responsible for the coordination and the provision of local AFR personnel and equipment, coordinating on scene patient triage, patient treatment and transport, implementing the Mass Casualty or Mass Fatality Annex as needed, coordinating the control and mitigation of a release of hazardous materials and coordinating any specialized rescue needs.

Office of Emergency Management

The Office of Emergency Management (OEM) is responsible for the overall citywide coordination related to the preparation, mitigation, planning, response and recovery from large scale emergencies and disasters. The Office of Emergency Management is also responsible for ensuring a functional EOC by maintaining inventories of resources and equipment; coordinating resource requests; coordinating and utilizing all available resources during an incident; collecting and disseminating situational awareness information; working with local, state and federal partners; maintaining overall communication; coordinating short-term and long-term planning; and disseminating emergency alerts and warnings to key officials, city departments, external partners and the public.

When an incident occurs or has the potential to occur, the Battalion Chief over OEM, or designee, notifies OEM staff that the EOC will be activated and determines the level of activation necessary for the incident. ESF 5 will maintain constant communications with the responding city departments and/or external partner agencies and will provide situational awareness reports and other information as required to the City Manager and the Mayor. The OEM Battalion Chief is also responsible for advising the Policy Group and City Management on recommended actions including emergency and disaster declarations.

Housing and Community Services

The Neighborhood Services department provides two key components to emergency or disaster response. The first function is to coordinate mass care for the citizens of the city, including sheltering, feeding and physical donations management. The second function is to provide support for animals, both small and large, that are affected by the event. Neighborhood services is responsible for: planning for animal sheltering, relocation and the response to zoonotic emergencies; with the assistance of the Office of Emergency Management, coordinating with Volunteer Agencies Active in Disasters (VOADs) to prepare for sheltering, feeding and other mass care; coordinating with the EOC and OEM to identify at-risk populations and those with access and functional needs. During a disaster or emergency, Neighborhood Services will coordinate emergency sheltering, points of distribution (not related to public health), mass feeding operations, and physical donations management (items other than volunteers and financial donations). If requested, Neighborhood Services will provide a qualified staff member for the Emergency Support Function (ESF) 6 desk in the EOC.

It is understood that expertise for mass care operations traditionally rests with VOADs, especially the American Red Cross and the Salvation Army. Other VOADs and professional contract services may be brought in to assist with operational aspects of mass care. Neighborhood Services is expected to coordinate their activities.

Aurora Animal Services is responsible for recommending the appropriate number and location of shelters needed to house both domesticated and non-domesticated animals. Aurora Animal Services will obtain sufficient personnel to staff animal shelters, provide updated animal shelter information to the EOC, and terminate animal shelter operations when they are no longer needed. When requested, a member of Animal Services will staff the EOC in the Emergency Support Function (ESF) 11 desk.

Human Resources Department

The Human Resources Department may be responsible for their normal responsibilities during an emergency or disaster such as handling compliance questions related to travel, relocation, remote-work and temporary employees, evaluation of contractor relationships, and responding to union contract concerns, work rules, job descriptions, temporary employees and discipline.

Human Resources staff may also be called upon to staff the situational awareness section, logistics, or asked to be a scribe. They might also be called upon to answer phones in the call center or asked to assist ESF 6 or ESF 18.

Police Department

The Aurora Police Department (APD) will be responsible for the following functions: protecting lives; stabilizing the incident; preserving the scene; initiating criminal investigations; protecting property; assessing and providing information concerning public safety and law enforcement services for areas affected by the emergency; analyzing disaster or potential disaster conditions, assessing citywide needs and recommending to the City Manager those police functions that should be reduced, strengthened, or maintained during an emergency; work in coordination with federal, state and local agencies to ensure services and public safety issues are coordinated throughout the city; and, if activated, provide the Emergency Operations Center with information related to law enforcement problems identified throughout the city. APD personnel will operate in accordance with established APD directives.

The Police Department will staff the Emergency Support Function (ESF) 13 desk during an activation of the Emergency Operations Center if requested. The Department is a key stakeholder in any emergency in the city and is therefore a mandatory participant in any readiness meetings. The Police Department will cooperate with an Incident Management Team assigned to an emergency and will provide staffing to the Incident Management Team as appropriate.

Law enforcement activities remain under the control of the Chief of Police, his or her designee or the Incident Commander. At the discretion of the Chief of Police, or his or her designee, APD personnel will assist federal authorities with the response to incidents that fall under federal jurisdiction. In accordance with Homeland Security Presidential Directive 5 and other relevant statutes and directives, the Attorney General of the United States has lead responsibility for the criminal investigation of terrorist acts or terrorist threats by individuals or groups inside the United States. APD will work in concert with federal law enforcement to identify perpetrators and bring them to justice in accordance with the laws of the United States, the State of Colorado and the city of Aurora.

Communications Department

The Aurora Communications Director is the City Manager's designee for all public information and/or instruction when the city is in emergency response mode. City Communications responsibilities include: Coordinating with the EOC and involved departments to ensure dissemination of accurate and timely public information, assigning a designee to report to the EOC, assisting the media in disseminating information to the public by providing timely information through press conferences, briefings, news releases and interviews, providing briefings for public officials, community leaders or citizens about developments, requirements or status of the operations as required, developing new releases for public information and the Emergency Alert System, coordinating press releases with partnering emergency operations centers as needed, issuing public information statements announcing cessation of the emergency declaration, establishing a joint information center, monitoring media statements and correcting misleading or inaccurate information, activating a call center if needed, ensuring emergency information is made available to non-English speaking residents, hearing impaired residents, and residents with special needs, and maintaining an emergency information website and other social media sites. In regards to media and public relations, the Communications Director and/or designee will be responsible for: Identifying a spokesperson to update the media and the public, identifying and announcing times for press briefings, when appropriate, arranging for on-site interviews with appropriate officials, designating

acceptable areas for photo and video opportunities, designating a PIO to update the Aurora 8 channel with timely and factual information, designating a PIO to release information to relevant media outlets not present in field, designating a media staging area that can serve both as allocation for their vehicles/equipment and a suitable location for press briefings.

When responding to the EOC, the representative from City Communications will staff the Emergency Support Function (ESF) 15 desk. If a Joint Information Center (JIC) is activated, the representative from the JIC will staff the ESF 15 desk.

Communications will serve as the central point of contact for the media unless expressly assigned to Police or Fire PIOs in the field. All information released to the press and the public will be coordinated and approved through the Director of Communications and/or designee prior to release to ensure accurate information is released to the public in a timely manner. News releases, official information and/or instructions originated by a participating department or agency will be channeled through the department or agency Public Information Officer (PIO).

Upon request from the Communication's Director or designee, and in coordination with the OEM, the Fire Public Information Officer and Police Public Information Officer is responsible for: Requesting Public Safety Communications to activate the Emergency Alert System (EAS), coordinating the dissemination of information gathered on-scene to the Joint Information Center (JIC), functioning as part of the city of Aurora Joint Information System to facilitate accurate and concise information to the public, maintaining communication with the EOC, other department PIOs and external partner PIOs.

Aurora Water

The Aurora Water Department is responsible for the following areas of operation: the wastewater collection system, potable water system, raw water supply, treatment, storage and distribution facilities. During an emergency the primary focus for the Water Department will be to identify the actions that will be taken to evaluate, maintain and restore water systems.

The following divisions will be most involved with a large-scale disaster or emergency and their responsibilities are as follows:

Operations and Maintenance Division: Management of the water transmission and distribution system; pipeline operation/maintenance/repair; wastewater collection maintenance and repair; hydrants, valves, and pressure regulation device operation/maintenance/repair; leak detection; corrosion control systems operation and maintenance; operation/maintenance/repair of water pump stations and

wastewater collection lift stations, stormwater pump stations, and potable and raw water storage tanks; wastewater collection system cleaning and inspection; grease/sand interceptor inspection; and storm water system maintenance/repair/cleaning/inspection/drainage enhancements.

Support Services Division: Delivery of high quality, efficient and cost-effective services to internal/external customers and support internal/external operations and activities; management of emergency operations plans; warehouse services; specialized trades support; vehicle/equipment utilization/preventative maintenance of small equipment; small equipment repair; management of Cross Connection Control Program; provide contractor services on new infrastructure; perform wet utility locations; receive internal/external customer calls; dispatch work orders to field staff; perform multiple customer service activities in the field; manage water meter related activities; issue fire hydrant use

permits; perform alternate water connections; utilize SCADA System; and provide technical support for the automation and control process and security systems associated with the City water infrastructure.

Treatment Division: Function as main source of supply; operate and maintain source water reservoirs and source water transmission lines; manage water treatment; operate/maintain/repair water and reuse treatment processes; manage quality control laboratories; and maintain operational and regulatory sampling and analysis of all water sources.

Planning and Engineering Division: Management of Planning Services, Utility Master Planning and GIS; manage the design and construction for Capital Utility Projects; conduct project inspections, provide engineering services and project delivery services; oversee asset management; and serve as principal engineers for treatment, stormwater, wastewater and development review.

Public Relations Division: Responsible for public information/communication and conservation. The flow of information from the first employee to discover a potential problem would be to a lead person or shift supervisor, then to an operation or maintenance supervisor, section superintendent, division manager, then to the Deputy Director of Operations/WQEP and the Director of Aurora Water. At that level, a strategic decision will be made as to what other organizations and agencies need to be notified and involved.

For water contamination of unknown cause, the Aurora Water Department will defer to the State Health Department for guidance. For investigation of a possible terrorist act, the federal Department of Homeland Security would assume command.

Aurora Water will also support the EOC if it is activated as the ESF 16 representative. Due to the capability of the department to provide a wide range of equipment and personnel, the department will be asked to assist with additional emergency response and recovery efforts outside of the primary water responsibilities listed in this section. One such example, but not limited to, is assisting with snow removal during winter storm events.

Information Technology Department

The Information Technology Department (IT) and the Information Security Office (ISO) have primary authority and responsibility for ensuring an effective and timely technology and information security event response capability for the city of Aurora by: maintaining requisite third party relationships; maintaining inventories of resources and equipment currently on hand; coordinating IT related resource requests including procurement of IT equipment and infrastructure; coordinating and utilizing all available resources during an incident; collecting and disseminating situational awareness information; invoking local, state and federal partner response as necessary; coordination of notification and communication, including dissemination of emergency alerts and warnings to key officials, city departments, external partners and the public; and coordinating short-term and long-term planning. IT is responsible for radio, phone and computer network communications infrastructure within the city and the ISO is responsible for governance of information security and privacy risk and compliance across the City's technical infrastructure and business processes.

During an EOC activation, IT will supply a technician who can provide hardware and software technical support (e.g. ensuring PCs function, networking works, install printers, correct Office 365 issues, etc.) to the EOC. When requested, IT will also staff the ESF 17 desk with an appropriately trained and experienced employee to bolster its management and response capabilities for IT and ISO events, which include: management and coordination; infrastructure (network, server and application) logistics;

regulatory compliance; communication; situational awareness; finance; planning; and interagency coordination.

Due to the critical nature of IT resources, IT will provide technical and resource assistance to the Unified Command or OEM staff during an emergency, even in the absence of an EOC activation.

Geographic Information Systems (GIS) within IT are also critical during an emergency, beyond the ESF 17 role. As part of preparedness activities, GIS staff will assist in maintaining systems used in situational awareness and mapping and will assist in the training of OEM staff on these systems. In the readiness phase, GIS staff will assist in creating mapping products and support the creation of appropriate GIS products. During response when the EOC is activated and assistance is requested, GIS staff will report to the EOC and be part of the Situational Awareness Unit.

Parks, Recreation and Open Space Department

The Parks, Recreation and Open Space Department (PROS) provides many resources during a disaster response. These resources include personnel, facilities (such as recreation centers) and vehicles. PROS coordinate and plan special events for the city. In regard to this plan, PROS has the following responsibilities: keep OEM informed of planned special events managed by the city; conduct an annual pre-event coordination meeting for special events including PROS, OEM, APD, AFR and outside partners; provide incident command or unified command representation at planned city special events; provide event specific public messaging and warning during special events; maintain equipment inventory; maintain personnel qualifications, especially regarding heavy equipment operations, chain saw operation and other forestry capability; prepare PROS facilities, including parks, for use during a disaster or emergency; collaborate with Public Works on snow removal planning and debris management. In a response phase, PROS will: provide vehicles and operators to support snow or debris removal operations; provide sawyer teams and other forestry teams for emergency debris clearance operations; coordinate with the EOC if activated, or OEM if the EOC is not activated, regarding the use of parks, recreation and other PROS facilities for shelters, warming centers, staging areas, points of distribution or other incident facilities; provide staff, equipment and materials to support the emergency response.

When requested, PROS will send a qualified representative to the Emergency Operations Center and will staff the Emergency Support Function (ESF) 18 desk. PROS will also provide assistance to the City Communications department and the Joint Information Center as requested.

Finance Department

During an emergency or disaster, the Finance Department is responsible for approving expense thresholds for resource ordering. They are responsible for tracking costs and expenses for equipment, supplies and personnel time. In an emergency or disaster where financial donations are made to the city, the Finance Department will be the lead department for managing and tracking those funds (other types of donations or volunteers will be managed by other departments. The Purchasing Department is responsible for securing resources and confirming and tracking procurement contracts established and/or used during the disaster or emergency.

If requested, the Finance and Purchasing Department will staff the Finance Desk in the EOC which will directly assist the EOC coordinator and the Logistics Section. All ESF desks in the EOC will report key finance information to the Finance Section on a routine basis.

Library and Cultural Services

During an emergency or disaster, library staff may be called upon to staff the Emergency Operations Center Situational Awareness unit, Logistics unit, or asked to be a scribe. Library and Cultural Services staff may also be called upon to answer phones in a call center or asked to assist ESF 6 or ESF 18. Primarily library staff will be called upon and trained to staff the situational awareness section. The primary responsibility will be for gathering key pieces of information from the various EOC staff members and Emergency Support Functions, field reports and external partners and creating a common operating picture for responders and decision makers. Staff will author the official Situation Report that is provided to the Policy Group, post updates to WebEOC and prepares situation bulletins as needed during and EOC activation.

Planning & Development Services

Planning & Development Services will help support emergency operations in the EOC in both the logistics section and situational awareness section. Each is unique to EOC operations and has its own roles and responsibilities as outlined below.

Situational Awareness Section

The EOC Situational Awareness Section (commonly referred to as the "Sit Unit" or "Situation Section") is primarily responsible for gathering key pieces of information from the various EOC staff members and Emergency Support Functions, field reports and external partners and creating a common operating picture for responders and decision makers. Staff will author the official Situation Report that is provided to the Policy Group, posts updates to WebEOC and prepares situation bulletins as needed during an EOC activation.

Logistics

The EOC logistics sections serves as the single point of ordering to obtain necessary resources requested during a disaster or emergency. Logistics has the overall responsibility for the coordination and documentation, allocation tracking and demobilization of requested resources when ordering responsibility has been designated to the EOC. Resources include personnel, equipment, supplies, facilities, and services for initial relief and recovery. Logistics will utilize the already developed EOC resource ordering process to track and manage resources in order to best document all necessary information pertaining to a resource request made by the requestor.

Finance and Purchasing are responsible for approving expenses thresholds for resource ordering as well as tracking costs and expenses for equipment, supplies, and personnel time. Purchasing is responsible for securing resources and confirming and tracking procurement contracts established and/or utilized during the disaster or emergency. Although Finance and Purchasing are separate departmental roles they will be closely linked with Logistics operations.

Outside Partners

Hospitals

The local hospitals participate in local and regional disaster response plans and will stay in communication with ESF 8 in the EOC regarding situation updates, response activities, capacity status, public information coordination, and other activities and information as appropriate. There are four (4) hospitals in the city of Aurora: Medical Center of Aurora; Children's Hospital Colorado; UCHealth Hospital, and the Rocky Mountain Regional VA Medical Center.

The Rocky Mountain Regional VA Medical Center is a Veteran's Affairs hospital located on the Anschutz Medical Center campus. During a community disaster, with the approval of the VA Medical center director, they may be able to provide care to civilians after first meeting their obligations to Veterans. The Rocky Mountain Regional VA Medical Center is also designated as one of 54 sites as a Federal Coordinating Center for National Disasters.

There are also several medical clinics, stand-alone emergency rooms and urgent care centers throughout the city.

American Red Cross

The American Red Cross is a primary contact for Emergency Support Function 6 in the EOC and is a primary provider mass care services including sheltering and feeding of displaced persons. A Red Cross representative in the EOC will function as a direct assistant to ESF 6 as the mass care representative. They will coordinate with Emergency Management on planning issues and other mass care concerns and will maintain contact with the city of Aurora EOC.

The provision of the customary American Red Cross disaster services of Emergency Assistance and Additional Assistance will be considered based on the needs of the victims, the situation, and available resources.

Salvation Army

The Salvation Army is a private organization that may be called upon to assist with feeding and sheltering victims. The Salvation Army may offer services in support of mass care efforts and may provide emergency assistance and human services activities in accordance with the Salvation Army policies and procedures. They will also provide timely information to ESF 6 regarding the Salvation Army's disaster related activities. They also have the ability to assist with the distribution of coordinated disaster relief supplies and assist with warehousing and distribution of donated goods, if needed.

ARES

In times of emergency, Amateur Radio Emergency Services (ARES) volunteers may provide an additional local, state-wide, regional or interstate communications network from their individual base, mobile stations, and amateur radio equipment in the EOC. The Radio Operators can provide two-way voice (analog and digital), and data (e-mail via RF or keyboard to keyboard) via amateur radio frequencies in the VHF, UHF and HF bands as backup and auxiliary radio communications for first responders, hospitals, the EOC, other emergency and support agencies as well as shelters. A.R.E.S. volunteers can provide communications services for extended care facilities, "at-risk" populations, and communication points for the public. These resources are deployed upon request of the agency or facility needing communication support and are coordinated with Aurora EM/EOC.

School Districts

Transportation to move a large number of persons from or within the city will be coordinated by a Transportation Coordinator working out of the EOC. Transportation providers may include RTD, school buses and other public and private transportation resources. If buses are needed to transport large numbers of people from, or within, the city, transportation providers may be called. Providers will be selected based upon their capability and availability to the emergency. Potential passenger transportation providers are: RTD, public school buses, and commercial services such as taxis or buses.

Presently, the City of Aurora can provide emergency short-term protection to meet the needs of residents and an additional percentage of evacuees by maximizing use of public buildings, churches and schools as temporary housing, feeding or medical facilities. Since local schools may be utilized as shelters, it is imperative to maintain close communications with the school officials, not only to prepare for sheltering activities but, also, to close school facilities to academic functions and transport students out to provide for their safety.

Tri-County Health

The Tri-County Health Department would fill ESF 8 in the EOC providing the city of Aurora with guidelines for preparedness and response relating to health in the event of an event of natural or technological disaster, bioterrorism, epidemic disease, or other public health emergency.

ESF 8 staff will maintain communication and coordination with response agencies, medical and health facilities, and other organizations and officials to identify current and projected medical and public health status and requests for assistance and provide situation reports.

Tri-County Health will be the lead agency on any major event which is primarily a public health issue, such as an epidemic.

Xcel Energy

Excel Energy's primary role and responsibility in a disaster or emergency will be to support Emergency Support Function 12 in the EOC. Excel Energy will provide for the rapid restoration of emergency and government services, and publicly held critical facilities. They will collect, evaluate, and share information on energy system damage and estimations on the impact of the system outages within affected areas. ESF 12 provides information concerning the energy restoration process such as projected schedules, percent completion or restoration, geographic information on the restoration, and other information as appropriate.

Restoring public service is primarily the responsibility of the private sector. The accomplishment of this shared responsibility requires close coordination to provide access and security for these critical activities.

AKCRT

The Aurora Key Community Response Team is comprised of several community and city leaders from various organizations and disciplines. The group was formed in 1992 in order to assist with communication throughout the community during any civil unrest. AKCRT not only continues with this function but also has been identified to assist in various mass care and recovery initiatives due to the amount of resources and support available through team. Reference Mass Care and Civil Disturbance annexes.

City of Aurora
Comprehensive Emergency Management Plan
2021



Matt Chapman
Office of Emergency Management

Comprehensive Emergency Management Plan

Purpose of the Plan

- Provides a flexible framework for all-hazards, large-scale emergencies and disaster response.
- Intended to provide officials and staff with a basis for the coordinated management of a disaster or an emergency.
- Compliance with local, state and federal requirements.
  - Laws and Authorities
  - Funding

Comprehensive Emergency Management Plan

City of Aurora Requirements

- City of Aurora Code of Ordinances, Chapter 38, Article II
- Civil Emergencies-Emergency Management
- "Develops a comprehensive disaster plan delineating measures to be implemented by the city to prevent a disaster or to be used by the city during a disaster or to direct relief and recovery efforts after a disaster has occurred."
- "A comprehensive disaster plan shall be adopted and maintained by ordinance of the city council upon the recommendation of the city manager. When approved it shall be the duty of all city departments to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The disaster plan shall be considered supplementary to this article and shall have the effect of law whenever a disaster, as defined in this article, has been declared."

Comprehensive Emergency Management Plan

Updated Plan and Format

- City of Aurora is required to update the plan every 3 years to meet federal grant requirements.
- Converting the existing Emergency Operations Plan (EOP) into the Comprehensive Emergency Management Plan (CEMP).
- The CEMP adds more detail and includes all State recommendations and requirements.

Comprehensive Emergency Management Plan

Required Base Plan Items

- Promulgation
- Approval and Implementation
- Concept of Operations
- Organization and Roles and Responsibilities
- Direction, Control and Coordination
- Finance
- Logistics
- Laws and Authorities

Comprehensive Emergency Management Plan

CEMP Concept

- The Comprehensive Emergency Management Plan refers to the overall collection of emergency plans and includes the information from the previous Emergency Operations Plan.

- A best practice concept within Emergency Management.

- Allows for citywide organization of plans and a consistent planning process. Avoiding conflicts and duplication.

Comprehensive Emergency Management Plan

CEMP Categories

- **Part I- Base Plan**
- **Part II- Roles and Responsibilities**
- **Part III- Associated Plans**
- **Part IV- Incident Specific Plans**

Comprehensive Emergency Management Plan

CEMP Categories

- **Part I- Base Plan**
- **Part II- Roles and Responsibilities**

  - **Contains the required EOP information**
  - **Requires Council approval and adoption**

Comprehensive Emergency Management Plan

CEMP Categories

- **Part III- Associated Plans**

  Examples:
  - **Recovery Plan**
  - **Public Alert and Warning**
  - **Resource Mobilization**
  - **Continuity of Operations Plans**
  - **Damage Assessment**
  - **Debris Management**

Comprehensive Emergency Management Plan

CEMP Categories

- **Part IV- Incident Specific Plans**
  - **Exist as "annexes" in the current EOP**
  - **Each annex is being rewritten to provide further detail, instruction and guidance for each specific incident.**

  Examples:
  - **Winter Storm**
  - **Mass Casualty**
  - **Mass Fatality**
  - **Tornado**
  - **Aircraft**

Questions?



CITY OF AURORA
Council Agenda Commentary

Item Title: PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING TWO SEPARATE PARCELS OF LAND MEASURING 44.343 ACRES MORE OR LESS AT THE NORTHEAST CORNER OF SOUTH AIRPORT BOULEVARD AND EAST ALAMEDA PARKWAY FRO
Item Initiator: Todd Hager, Planner II
Staff Source/Legal Source: Todd Hager, Planner II / Dan Money, Assistant City Attorney
Outside Speaker: Zach Lauterbach, Applicant
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/10/2021

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.)***

At its March 24, 2021 meeting, the Planning Commission voted 6-0 to recommend approval for the Zoning Map Amendment to the City Council. Discussion was as follows:

Commissioner Jetchick asked if the private road, running north/south, would be a right-in/right-out off of the proposed E. Alameda Parkway access point. Brianna Medema, Public Works, Traffic Engineering, confirmed that this will be the case for this access point.

Commissioner Lyon asked if there will there be a variety of housing options?

Samantha Crowder, Norris Design, 1101 Bannock Street, Denver, CO indicated that they are still working through the architecture but that traditional architectural style with the emphasis on front porches will be a common theme. More detail will be provided in future site plan submissions regarding architecture and product types.

Commissioner Jetchick asked if the townhomes will be a rental product, and if the single-family homes will be for sale. Ms. Crowder confirmed that this will be the case.

Jerry Richmond, Raintree Investment Corporation, 7200 S Alton Way, Suite C-400, Centennial, CO, representing the future residential developer, further explained the multiple residential products that will be available in the development, and that there will be great variety. He also indicated that the community will have a recreational facility which will include a pool, hot tub and a dog park.

Commissioner Hogan wanted confirmation that Buckley AFB did review and approve the rezone and master plan. Mr. Sakotas, confirmed that the Buckley AFB did review the plans and did not have any issues.

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

The applicant, Evergreen Development Company, is requesting approval of a Zoning Map Amendment and a Master Plan. The Master Plan is for a commercial development along S. Airport Blvd integrated with residential development to the east on approximately 44.5 total acres. The Zoning Map Amendment is to change the existing zone district from I-1 Business/Tech District to MU-C Mixed Use-Corridor District for the commercial portion of the site and R-2 Medium-Density Residential District, consistent with Aurora Places, the city's comprehensive plan.

Buckley Yard is located at the northeast corner of S. Airport Boulevard and E. Alameda Parkway, bounded by Alameda Drive to the north and Quintero Way to the east. The site itself has no significant topography or views but will benefit from proximity to the future Signature Park to the north and East Toll Gate Creek, which connects trail users to the Highline Canal Trail nearby.

This large infill site is surrounded by existing infrastructure including the fully constructed roads on all sides, nearby services and retail uses, and many nearby employers. Within the neighborhood, residents will benefit from proximity to commercial uses on-site and a private park within the community.

These amenities will allow residents and visitors convenience and access to goods, services and public spaces. Just north of the neighborhood, residents will have access to the future Signature Park, featuring East Toll Gate Creek and a trail connection to the Highline Canal Trail, one of the most extensive trails in the metropolitan area. RTD stops at the intersection of Airport Blvd and Alameda Pkwy will offer transit connections to the Aurora Metro Center Station, 40th Ave & Airport Blvd, and Nine Mile Station light rail and commuter rail stations.

The proposed Buckley Yard master plan is a significant infill project. Provision of commercial services along S. Airport Blvd will complement the commercial uses at the intersection with E. Alameda and result in an improved streetscape along the road.

Aurora Places, the City's Comprehensive Plan, is designed to serve as a foundation for decision-making related to growth and development in Aurora. This plan describes future development and land use in terms of "placetypes." Placetypes characterize specific areas based on defining character, scale, form, and function. This site area is within the placetypes of "Commercial Hub" and "Established Neighborhood" in Aurora Places.

"Commercial Hub" are centers of activity supporting adjacent neighborhoods with shopping, services, entertainment and community life. Aurora Places identifies the Commercial Hub along Airport Blvd. "Established Neighborhoods" are predominantly residential, but supported by retail, services, multifamily and office uses along perimeter streets and intersections.

The Aurora Places Plan also provides goals, policies and practices centered on the seven core principles, including Housing for All. The development of this tract of land with a mix of residential and commercial uses advance this goal. Also, as an infill development this development can accommodate more transportation options ranging from public transit, walkable destinations and access to the existing street network.
Fourteen registered neighborhood organizations and 19 adjacent property owners were notified of the master plan and rezone. No comments were received, and a neighborhood meeting was not held.

QUESTIONS FOR COUNCIL

Does the Council wish to rezone from I-1 to MU-C and R-2 for the property located at the Northeast corner of South Airport Boulevard and East Alameda Parkway?

LEGAL COMMENTS

An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council, after a public hearing, finds that the following criteria have been met.

(1) The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or

(2) The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit

and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);

(b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

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

City Code Sec. 146-5.4.1.C
(Money)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

City of Aurora
Planning and Zoning Commission Case Report

Buckley Yard –Zoning Map Amendment and Master Plan
Development Application Number: DA-2252-00
Case Manager: Eric S. Sakotas

March 24, 2021

Project Summary:

The applicant, Evergreen Development Company, is requesting approval of a Zoning Map Amendment and a Master Plan. The Master Plan is for a commercial development along S. Airport Blvd integrated with residential development to the east on approximately 44.5 total acres. The Zoning Map Amendment is to change the existing zone district from I-1 Business/Tech District to MU-C Mixed Use-Corridor District for the commercial portion of the site and R-2 Medium-Density Residential District, consistent with Aurora Places, the city's comprehensive plan.

Buckley Yard is located at the northeast corner of S. Airport Boulevard and E. Alameda Parkway, bounded by Alameda Drive to the north and Quintero Way to the east. The site itself has no significant topography or views but will benefit from proximity to the future Signature Park to the north and East Toll Gate Creek, which connects trail users to the Highline Canal Trail nearby.

This large infill site is surrounded by existing infrastructure including the fully constructed roads on all sides, nearby services and retail uses, and many nearby employers. Within the neighborhood, residents will benefit from proximity to commercial uses on-site and a private park within the community.

These amenities will allow residents and visitors convenience and access to goods, services and public spaces. Just north of the neighborhood, residents will have access to the future Signature Park, featuring East Toll Gate Creek and a trail connection to the Highline Canal Trail, one of the most extensive trails in the metropolitan area. RTD stops at the intersection of Airport Blvd and Alameda Pkwy will offer transit connections to the Aurora Metro Center Station, 40th Ave & Airport Blvd, and Nine Mile Station light rail and commuter rail stations.

The proposed Buckley Yard master plan is a significant infill project. Provision of commercial services along S. Airport Blvd will complement the commercial uses at the intersection with E. Alameda and result in an improved streetscape along the road.

Applicant's Request:

Master Plan Approval
Zoning Map Amendment Approval

Neighborhood Comments:

Fourteen registered neighborhood organizations and 19 adjacent property owners were notified of the master plan and rezone. No comments were received, and a neighborhood meeting was not held.

Consistency with Comprehensive Plan:

Aurora Places, the City's Comprehensive Plan, is designed to serve as a foundation for decision-making related to growth and development in Aurora. This plan describes future development and land use in terms of "placetypes." Placetypes characterize specific areas based on defining character, scale, form, and function. This site area is within the placetypes of "Commercial Hub" and "Established Neighborhood" in Aurora Places.

"Commercial Hub" are centers of activity supporting adjacent neighborhoods with shopping, services, entertainment and community life. Aurora Places identifies the Commercial Hub along Airport Blvd. "Established Neighborhoods" are predominantly residential, but supported by retail, services, multifamily and office uses along perimeter streets and intersections.

The Aurora Places Plan also provides goals, policies and practices centered on the seven core principles, including Housing for All. The development of this tract of land with a mix of residential and commercial uses advance this goal. Also, as an infill development this development can accommodate more transportation options ranging from public transit, walkable destinations and access to the existing street network.

Main Topics Discussed During Development Review:

- Street and Access Network
- Architectural Design
- Buckley AFB

Results of Development Review

Street and Access Network (Master Plan): This proposal includes a street network that integrates commercial and residential uses, accommodating multi-modal transportation options and connected neighborhoods. Key components include a north-south street between the residential and commercial areas and east-west street connections through the development. Staff supports the proposed street network concept. The proposal also clarifies expectations for street sections moving forward, identifying acceptable modifications requested by the applicant adjacent and through the commercial area.

Architectural Design (Master Plan): The applicant has provided design characteristics to illustrate the intended approach to landscaping, architecture and urban design. Staff will continue to work with the applicant to develop these features as the initial master plan is completed and add additional details as the project progresses.

Buckley AFB: This project is within the Airport Influence Overlay zone for Buckley AFB (ref. UDO 146-2.6.2). The base was provided a review of the proposal and did not identify any concerns. The majority of the project is within the 55 LDN Subarea, which permits new residential development but requires some noise mitigation with residential building permits. The proposal's eastern edge is within the 60 LDN subarea that prohibits new residential development, so open space is proposed along the eastern border of the project.

Summary of Staff Recommendation:

Approval of the Zoning Map Amendment and the Master Plan with one condition.

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on March 11, 2021. The applicant has submitted certificates of mailing and public hearing notices to adjacent property owners.

Community Referrals:

Referrals were provided to the fourteen registered neighborhood organizations within one mile of the project, including Brandon Park Condos, Centerpointe HOA, Laurel Hills, Sienna Cluster Homes, Quail Run, Americana Master Assoc., Robinwood, Side Creek, Bayberry Condominium Assoc., Americana II Condominiums, Aurora Highlands Vista Townhomes Assoc., Cobblewood Creek HOA and Somerset Village HOA.

Conformance with Code Criteria:

1. **Zoning Map Amendment**

   Approval criteria for zoning map amendments are found in Section 146-5.4.1.C.3 of the Unified Development Ordinance, and may be summarized as: *the amendment is required because of changed conditions or circumstances on the property or in the surrounding area and: (a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and (c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.*

   - The proposed rezoned areas from I-1 to MU-C and R-2 are supported by the 2018 Aurora Places Comprehensive Plan placetypes
   - The proposed rezones are compatible with the surrounding development
   - Buckley AFB has no objection to the proposed development

2. **Master Plan**

   Master Plan approval criteria are found in Section 146-5.4.1.E.3 of the Unified Development Ordinance, and may be summarized as follows*: (a.) It is consistent with the Comprehensive Plan, the purpose statement for the zone district(s) where the property is located, the use regulations in Article 146-3 for the zone district(s) where the property is located, and all other adopted plans and policies of the City Council (b.) It will allow future development of the property to comply with all applicable standards in this UDO;*
   (c.) It will result in a coordinated system of streets, trails, sidewalks, open spaces, and infrastructure systems that do not create significant adverse impacts on the surrounding area, or any significant adverse impacts have been mitigated to the degree practicable; (d.) It will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.

   - The proposed mixed of uses, mixed of housing types, streets and opens space networks are consistent with the Commercial Hub and Established Neighborhood Placetypes the Aurora Places Comprehensive Plan.
   - The master plan is consistent with the permitted uses in the proposed zone districts.
   - The master plan proposes a network of streets, sidewalks and open space network that will allow future development to meet UDO requirements.
   - Buckley AFB has no objection to the proposed development.

Applicant Information:

Applicant: Evergreen Development Company (Zach Lauterbach)
Agent: Norris Design (Diana Rael)

Exhibits:

Exhibit A Vicinity Map
Exhibit B Applicant's Letter of Introduction – Master Plan
Exhibit C Applicant's Letter of Introduction – Rezone
Exhibit D Land Use Plan and Matrix
Exhibit E Zoning Exhibit

Project Statistics:

Land Use Analysis

Item	Existing	Permitted or Required	Proposed
Zoning	I-1	N/A	MU-C (6.9 acres) R-2 (37.6 acres)
Land Use	Vacant Land	N/A	Commercial / Residential
Parcel Size (Total)	44.5 acres	N/A	44.0 acres
Building Height	N/A	38' in R-2 75' in MU-C 38' in MU-C if within 75' of R-1 or R-2	N/A

Surrounding Properties

Direction	Current Zoning	Actual Use
North	POS (Parks / Open Space)	Future site of Signature Park
East	POS (Parks / Open Space)	Future site of Signature Park
South	MU-C (Mixed-Use Corridor) / R-2 (Medium-Density Residential)	Tollgate Villages (Commercial / Residential)
West	MU-C (Mixed-Use Corridor) / R-2 (Medium-Density Residential)	East Creek (Commercial / Residential)

Staff Recommendations:

Agenda Item 5d: Zoning Map Amendment

Recommend to the City Council approval of the Zoning Map Amendment from I-1 Business/Tech District to MU-C Mixed Use-Corridor District because the proposal complies with the requirements of Zoning Map Amendments Code Section 146-5.4.1.C.3 of the Unified Development Ordinance for the following reasons:

- The proposed rezoned areas from I-1 to MU-C and R-2 are supported by the 2018 Aurora Places Comprehensive Plan placetypes;
- The proposed rezones are compatible with the surrounding development; and
- Buckley AFB has no objection to the proposed development.

Agenda Item 5e: Master Plan

Approve, with one condition, the Master Plan and Zoning Map Amendment because the proposal complies with the requirements of Master Plan approval criteria are found in Section 146-5.4.1.E.3 of the Unified Development Ordinance for the following reasons:

- The proposed mixed of uses, mixed of housing types, streets and opens space networks are consistent with the Commercial Hub and Established Neighborhood Placetypes the Aurora Places Comprehensive Plan;
- The master plan is consistent with the permitted uses in the proposed zone districts;
- The master plan proposes a network of streets, sidewalks and open space network that will allow future development to meet UDO requirements; and
- Buckley AFB has no objection to the proposed development.

Approval to be subject to the following condition:

1. The resolution of outstanding technical issues prior to recordation of the Master Plan and issuance of any building permits.



Buckley Yard
Zoning Map Amendment & Master Plan

Feet
0 375 750

Aurora is Worth Discovering!

City of Aurora, Colorado

Case Number 2020-2006-00 . 2020-7007-00
Development Application #2252-00

Planning & Development Services
15151 E. Alameda Pkwy
Aurora CO 80012 USA
www.auroragov.org
303-739-7250
GIS@auroragov.org

Letter of Introduction

Re: Buckley Yard Master Plan Amendment: Letter of Introduction

On behalf of Evergreen Development Company, we are pleased to submit this Master Plan application for Buckley Yard, a neighborhood located on two parcels at the northeast corner of the intersection of Airport Boulevard and Alameda Parkway. We look forward to working closely with Aurora to make this neighborhood a success.

This Master Plan (and associated rezoning) will result in a 40+ acre mixed-use development that unites mixed residential products and five retail pad sites as a single, cohesive sense of place that evokes a retro-urban feel and the history of Buckley Air Force Base. This plan realizes the vision of the Aurora Places Comprehensive Plan PlaceTypes map, which designates the area along Airport Blvd as a Commercial Hub and the land to the east as an Established Neighborhood.

The design for Buckley Yard is inspired by the colors, sounds, and celebrations of yesteryear, a contemporary re-imagination of urban and rural Americana when America's hometown spirit shined, and the streets filled with jubilation. The site will be broken into six planning areas, the Commercial Hub (PA-1) and the Established Neighborhood Areas (PA-2 and PA-3), and those designated for Detention and Open Space (PA-4, PA-5, and PA-6).

The Commercial Hub (PA-1) is envisioned as an area where sidewalks bustle with movement to and from the quick-service shops that surround the community, providing residents and visitors with convenient access to everything they need for the perfect day at home.

The Established Neighborhood (PA-2 and PA-3) portion of Buckley Yard is imagined as a neighborhood where people can come to sow a future steeped in reminders of the past. Colorful rows of houses, classic lighting fixtures, and stepped porches blooming with vibrant plantings line the streets, drawing the community out for a friendly "hello." The familiar sounds of neighborhood freeze-tag and the smells of backyard barbecue waft through the air as versatile public spaces designed with retro-inspired motifs become the local hub for weekly fun and games.

To make this mixed-use vision a reality, Evergreen Development Company is partnering with Raintree Investment Corporation. Evergreen Development Company has developed numerous successful commercial, residential, and mixed-use sites, including the Serenity Ridge Marketplace in Aurora. Raintree has a history of successful residential developments including the Southshore development in southeast Aurora among others along the Front Range. The consultant team includes Norris Design, JR Engineering, and Olsson Engineering, local firms with extensive experience developing successful communities in Aurora.

The Buckley Yard Master Plan will meet the following criteria as stated in the City of Aurora UDO (146-5.E.3.a):

It is consistent with the Comprehensive Plan, the purpose statement for the zone district(s) where the property is located, the use regulations in Article 146-3 for the zone district(s) where the property is located, and all other adopted plans and policies of the City Council;

The Buckley Crossing Master Plan is consistent with the City's Comprehensive Plan "Aurora Places" and is located within the Commercial Hub and Established Neighborhood PlaceTypes, which call for Restaurants, Commercial Retail, and Commercial Service, and Single Family Attached and Detached Residential land uses.

The proposed rezoning to Mixed Use – Corridor reflects the purpose of the PlaceType, as the intent of the zone district is to provide retails goods and services to satisfy the needs of nearby residents and people traveling on adjacent corridors. Rezoning the eastern area to Medium Density Residential will further the Established Neighborhood PlaceType goals through the zone district's purpose of promoting various types of medium density housing with usable common space and amenities. Buckley Yard further meets Aurora Places' goals by creating a retro-urban neighborhood with ample public spaces and easy connections to nearby retail, as well as parks and trails.

It will allow future development of the property to comply with all applicable standards in this UDO;

The Buckley Yard Master Plan encourages smart, future development of our site and will be the final piece in development of the Airport and Alameda intersection, which will help strengthen existing development nearby. This Master Plan encourages a connected and cohesive development that will bring added value and amenities to the area.

It will result in a coordinated system of streets, trails, sidewalks, open spaces, and infrastructure systems that do not create significant adverse impacts on the surrounding area, or any significant adverse impacts have been mitigated to the degree practicable;

The Buckley Yard Master Plan will include pedestrian and bike circulation along detached walks and local roadways throughout. These connections provide valuable regional connections to the nearby Signature Park and Highline Canal Trail.

Additionally, the site is designed to retain stormwater on-site in key locations, including one impacted by floodplain. This will mitigate any additional impact on stormwater infrastructure and help to accommodate a potential floodway associated with East Toll Gate Creek.

It will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers;

Through the addition of pedestrian walk connections and development of many local roads, the Buckley Yard neighborhood will encourage pedestrian and bicycle connection to nearby commercial and park areas.

If the property is located in Subarea C, and the Master Plan includes over 160 acres of land designated for residential development, the Master Plan must include at least one area to be zoned MU-N or MU-C or designated for development pursuant to MUN or MU-C zone district standards pursuant to Section 146-5.4.3.I (Administrative Activity Center Designation).

The Buckley Yard Master Plan is in Subarea B; this criteria does not apply.

We look forward to working with the City of Aurora to make this exciting new neighborhood a reality.

Sincerely,
Norris Design



Diana R. Rael, PLA
Principal

NORRIS DESIGN
Planning | Landscape Architecture | Project Promotion

November 13, 2020

Mr. Dan Osoba
City of Aurora, Planning and Development
15151 E. Alameda Parkway, 2nd Floor
Aurora, CO 80011

Re: Buckley Yard: First Submittal – Rezoning Application
Letter of Introduction

Dear Mr. Osoba,

On behalf of Evergreen Development Company, we are pleased to submit this request for rezoning for Buckley Yard, located at the northeast corner of the intersection of Airport Blvd and Alameda Ave.

CONTEXT

The parcels are Block 2 and 3 of the Tollgate Village Subdivision Filing No. 14, located in the Northwest quarter of Section 16, Township 4 South, Range 66 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado. The site is bound by Airport Blvd on the west, Alameda Ave on the south, Quintero way on the east and north, and Alameda Drive on the north. It consists of three parcels containing 44 acres which are currently vacant.

PROPOSED REZONING

The subject property is currently zoned as a Business/Tech District (I-1); however, this zoning is inconsistent with the Aurora Comprehensive Plan Placetype. The Placetype map designates the portion of the site adjacent to Airport Blvd as Commercial Hub, and the remainder of the site to the east as Established Neighborhood.

The Aurora Places Comprehensive Plan describes them as follows:

Commercial Hubs are centers of activity supporting adjacent neighborhoods with shopping, services, entertainment and community life.

Established Neighborhoods are predominantly residential, but supported by retail, services, multifamily and office uses along perimeter streets and intersections.

Given these descriptions, it has been determined that the site should be rezoned to Mixed Use – Corridor (MU-C) and Medium Density Residential (R-2) zoning.

APPROVAL CRITERIA

Section 146-5.4.1.3.a of the City of Aurora Municipal Code lists the following approval criteria for Changes to Zoning Map for Individual Parcels:

i. *The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or*

This criteria does not apply.

ii. *The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:*
   a. *The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the*

spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);

Aurora Places, the City's Comprehensive Plan became effective in October 2018 and designates the Buckley Yard parcels as Commercial Hub and Established Neighborhood place types. Primary land uses in Commercial Hubs include Restaurants, Commercial Retail, and Commercial Service, with Single Family Attached Residential as a supporting Land Use. In the Established Neighborhood Placetype, Single Family Detached and Attached are among the primary land uses.

A Core Principle of the Aurora Places Comprehensive Plan is "A Strong Economy". A recommended practice for this placetype is:

- Develop and redevelop city corridors and commercial hubs as places for retail, services, offices, and entertainment.

The proposed rezoning of the land adjacent to Airport Blvd follows this recommendation. With the rezoning to MU-C, the site will add to the urban fabric along Airport Blvd, offering residents of this neighborhood and surrounding communities additional retail and service providers along this major corridor.

Another Core Principle defined in Aurora Places is Housing for All, which includes the following principle: "High-quality housing options enable people across all socioeconomic levels, cultural identities and stages of life to establish and manage households". Recommended practices include:

- Integrate housing of varying types and prices into placetypes throughout the city to create lively and diverse neighborhoods.
- Focus primarily residential placetypes around neighborhood gathering places, such as parks, trails, neighborhood-serving commercial centers, or other spaces.
- Ensure that neighborhoods are effectively connected to safe, attractive pedestrian, bicycle, and public transit routes, especially those with affordable and senior housing.

The proposed rezoning of the eastern portion of the land to R-2 will allow the property to be developed to include a range of housing options, from townhomes, to single-family attached and single family detached homes. This range of options will enable residents of a variety of incomes and lifestyles to find the right home within Buckley Yard, and within walking distance of the Commercial Hub at Airport Blvd and Alameda Ave. Additionally, the site will benefit from adjacency to Signature Park, offering connection to the Highline Canal Trail, as well as RTD bus routes with stops at the intersection of Airport Blvd and Alameda Ave.

b. *The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and*

The size, scale, height, and density of the proposed Buckley Yard neighborhood is highly compatible with surrounding development. The site generally mirrors the other 3 corners of the intersection of Airport Blvd and Alameda Ave, with Commercial Hubs at the intersection, and Established Neighborhoods tucked just behind them.
Vehicular traffic impacts are addressed in the Traffic Impact Study included in the Master Plan submittal.

c. *The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or*

progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

The site is currently vacant, meaning that there will be no displacement of tenants or occupants on the property. The proposed rezoning is in conformance with the Comprehensive Plan Placetype map and goals, and will be of benefit to the surrounding area, and Aurora as a whole.

The following team has been assembled to complete this application and is available to address any questions or comments.

Applicant:
Evergreen Development
1873 South Bellaire St. Suite 1200
Denver, CO 80222
Erika Shorter
eshorter@evgre.com

Planner:
Norris Design
1101 Bannock Street
Denver, Colorado 80204
Diana Rael
drael@norris-design.com

Traffic Consultant:
Kimley-Horn and Associates, Inc.
950 Seventeenth Street, Suite 1050
Denver, CO 80202
Curtis Rowe
curtis.rowe@kimley-horn.com

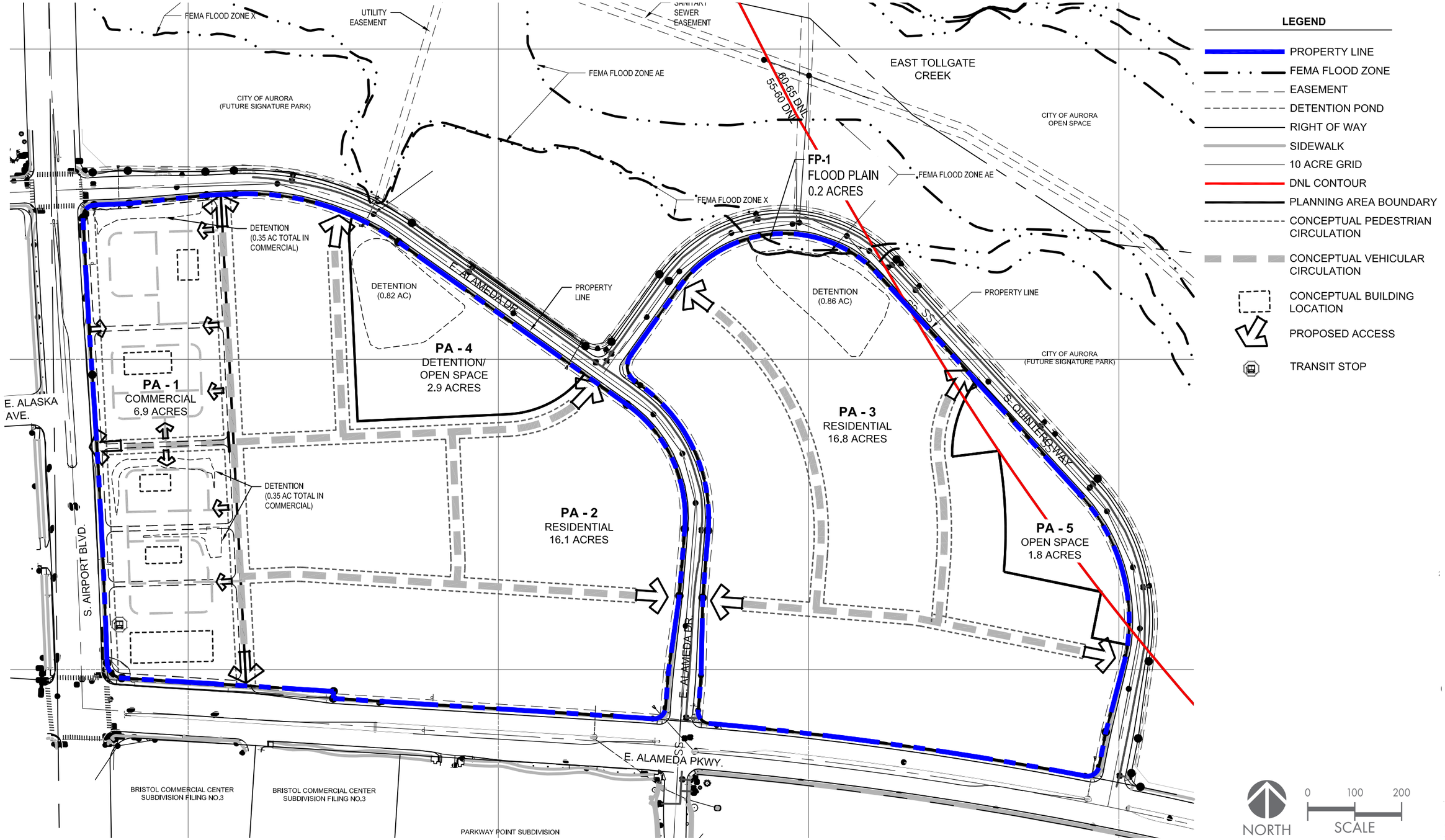
Civil/Survey:
Olsson Associates
1880 Fall River Drive, Suite 200
Loveland, CO 80538
Josh Erramouspe
jerramouspe@olsson.com

If you have any questions or concerns regarding the application, please feel free to contact me.

Sincerely,
Norris Design

Diana R. Rael, PLA
Principal

8 | Land Use Map



8 | Land Use Matrix | Form D

A. LAND USE ITEM	B. PLANNING AREA MAP NUMBER	C. MAP AREA CODE	D. GROSS LAND AREA IN ACRES	E. LAND USE FORMULA	F. MAXIMUM POTENTIAL DENSITY BY CODE	G. ACTUAL PROPOSED MAXIMUM DENSITY	H. PHASING, DETAILS AND COMMENTS
1. Flood Plain Areas	FP-1		0.2				N/A
2. Required Land Dedication Areas for Fire Stations, Police Stations, and Libraries	N/A	N/A	0.0	Shared use site for municipal facilities	N/A	N/A	N/A
3. Development Area:							
Allowed Uses for parcels noted as Commercial include all listed Airport District uses under Chapter 146-Article 3 of the City of Unified Development Ordinance .	PA-1	Commercial	6.9	Commercial /Retail	N/A	N/A	N/A
	PA-2	Residential	16.1	Single-Family Detached / Attached	N/A	11	177 max. dwelling units
	PA-3	Residential	16.8	Single-Family Detached / Attached	N/A	10	167 max. dwelling units
	PA-4	Open Space / Detention	2.9	Open Space / Detention	N/A	N/A	N/A
	PA-5	Detention	1.8	Detention	N/A	N/A	N/A
	N/A	Internal Arterial & Collector Right-of-Way	0.0	Internal Arterial & Collector Right-of-Way	N/A	N/A	N/A
		Gross Acreage	44.3	WW			
4. Total Map Acreage (Total figures above)			44.3				
5. Less 1/2 of Perimeter Streets Not Owned by Applicant			0.0				
6. Applicant's Acreage Listed in Application (Line 4 minus line 5)			44.3				
7. Total Flood Plain Acreage			0.2				
8. Total Adjusted Gross Master Plan Acreage (Line 6 minus line 7)			44.1				
9. Total SFD/SFA Planning Areas			32.9		N/A	11	344 Max Dwelling Units
10. Total MF Planning Areas			0.0		N/A	N/A	
11. Total Residential			32.9		N/A	11	344 Max Dwelling Units

8 | Land Use Matrix | Form D

A. LAND USE ITEM	B. PLANNING AREA MAP NUMBER	C. MAP AREA CODE	D. GROSS LAND AREA IN ACRES	E. LAND USE FORMULA	F. MAXIMUM POTENTIAL DENSITY BY CODE	G. ACTUAL PROPOSED MAXIMUM DENSITY	H. PHASING, DETAILS AND COMMENTS
12. Check for average residential density in subzone			N/A		N/A	N/A	
13. Small Lot Total			N/A		N/A	N/A	
14. Check for maximum allowable number of multifamily units			N/A		N/A	N/A	
15. Total retail planning areas			6.9		N/A	N/A	
16. Total office planning areas			0.0		N/A	N/A	
17. Total industrial planning areas			0.0		N/A	N/A	
18. Total mixed commercial planning areas			0.0		N/A	N/A	
19. Total Commercial			6.9		N/A	N/A	
20. Total Neighborhood Park Land			0.0		N/A	N/A	Required Land Dedication = 2.7 ac Provided Land Dedication = 0.0 ac (Refer to Form J)
21. Total Community Park Land			0.0		N/A	N/A	Required Land Dedication = 1.0 ac Provided Land Dedication = 0.0 ac (Refer to Form J)
22. Total Open Space Land			4.6		N/A	N/A	Required Land Dedication = 7.1 ac Provided Land Dedication = 4.6 ac (Refer to Form J)
23. Total Park and Open Space Land			4.6		N/A	N/A	

Note:
1. Phasing to be consistent with the Public Improvement Plans

8 | Standard Notes

1. Traffic Signal Costs. Owner and/or developers are responsible for 100 percent of signal costs for interior intersections. The cost of signals at perimeter intersections will be prorated. Signal locations and cost sharing will be determined at Site Plan.

2. Street Lights. Streetlights must be constructed along all public streets as required by Section 4.4 of the UDO.

3. Archaeological finds. The owner, developer and/or contractors will notify the City if archaeological artifacts are uncovered during construction.

4. Parks. Neighborhood park sites shall not exceed 3 percent maximum finished grades.

5. Residential Density Reductions. The developer has the right to build at a lower residential density in any map area provided the City has determined that the use is permitted and compatible with surrounding land uses. A finding of compatibility will be determined at the time of Site Plan review. This reduction shall be considered an administrative Master Plan amendment.

6. Master Drainage Plan. No subdivision shall be approved prior to the City's approval of the Master Drainage Plan. In the event of any plan conflicts with the Master Plan, including, but not limited to, the size, location and regional detention ponds and/or drainage way locations, cross sections and widths, the Master Drainage Plan, as approved by the City, shall govern. Drainage ponds drop structures and other facilities are subject to Site Plan review.

7. 404 Permit. The developer is responsible to comply with any requirements of the Army Corps of Engineers (if any) with regards to 404 permitting and wetlands mitigation.

8. Emergency Access. The developer shall provide two points of paved emergency access and a looped water supply to each phase of the development as approved by the City. The developer shall provide emergency crossings that meet all city standards. The developer/applicant is required to provide all off site roadways necessary to provide the two distinct points of access to the overall site.

9. The Master Utility Study, Master Drainage Study and Master Transportation Study are incorporated as a part of the Master Plan. Final approval of these documents is required before acceptance of an application for the first Site Plan within the project.

10. Landscaping Standards. Unless otherwise noted herein in an adjustment, the landscaping standards outlined in Section 4.7 of the UDO apply to this Master Plan. Where the standards outlined in Section 4.7 conflict with standards within this Master Plan, the more restrictive shall apply.

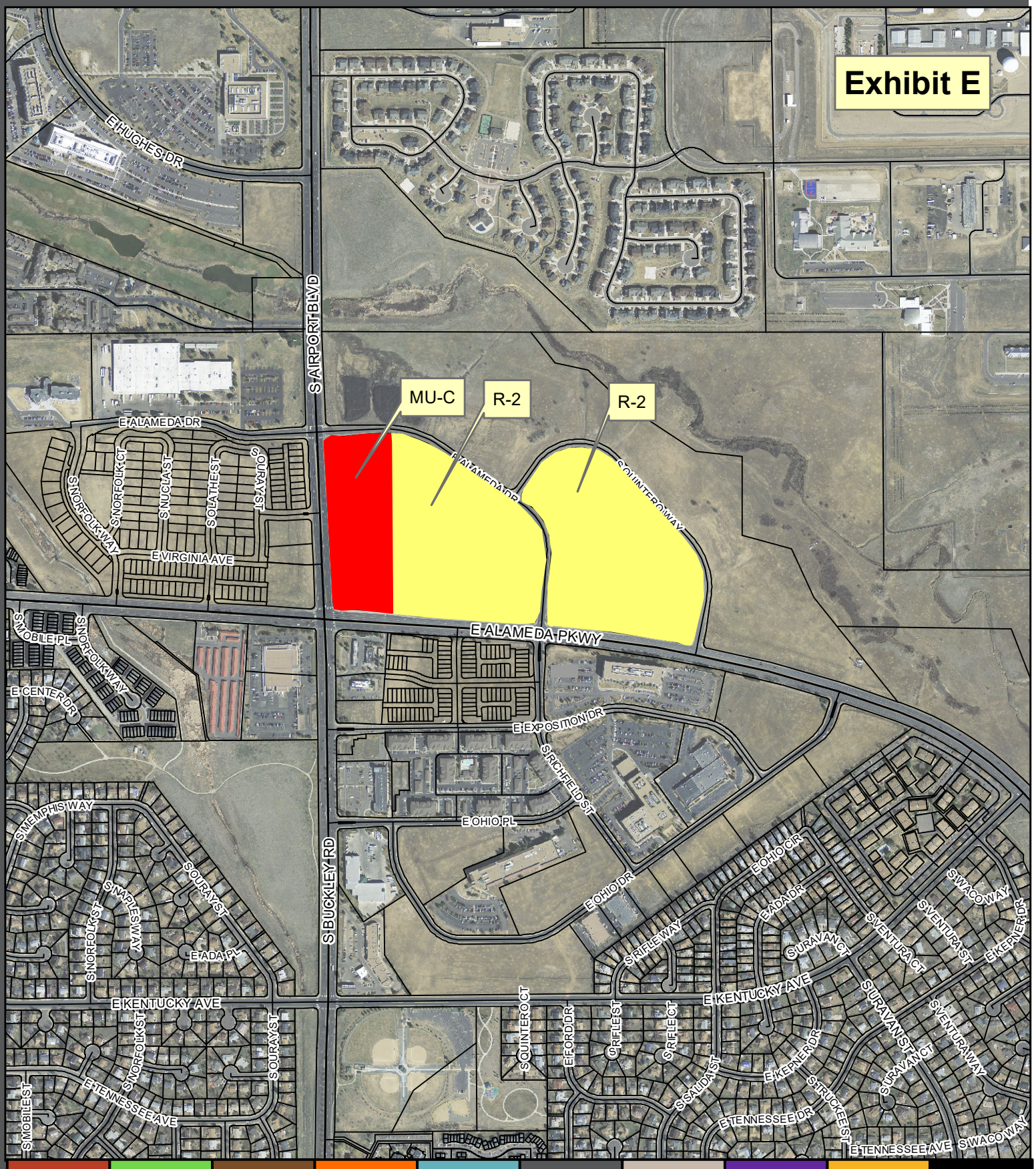
11. Future Amendments. Any future amendments to architecture, landscape architecture and other urban design standards and related drawings must demonstrate an equal or better quality than the approved Master Plan standards.

12. Master Plan Adjustments. Except for the adjustments listed below, this Master Plan will be interpreted to mean that all standards contained in the Master Plan will meet or exceed all city code requirements.

13. Design Standards. An Master Plan amendment as per the requirements of Sections 3.9, 3.12, 3.13 and 3.14 of the Master Plan Manual will be required to be submitted either with the application for the Master Plan or as an amendment to the Master Plan to be submitted with the application for the first Site Plan in the development.

14. Major arterial medians to be publicly maintained shall be designed and constructed in accordance with P&OSD Public Median Standards. (These policies are pending completion.)

15. All medians in the public street rights-of-way that are to be privately owned and maintained by a homeowner's association or Title 32 District shall be landscaped at a minimum in accordance with the City of Aurora standards.



Buckley Yard
Proposed Rezone

Feet
0 375 750

Case Number 2020-2006-00 . 2020-7007-00
Development Application #2252-00

Aurora is Worth Discovering!

City of Aurora, Colorado

Planning & Development Services

15151 E. Alameda Pkwy
Aurora CO 80012 USA
www.auroragov.org
303-739-7250
GIS@auroragov.org

ORDINANCE NO. 2021 - ___

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING TWO SEPARATE PARCELS OF LAND MEASURING 44.343 ACRES MORE OR LESS AT THE NORTHEAST CORNER OF SOUTH AIRPORT BOULEVARD AND EAST ALAMEDA PARKWAY FROM BUSINESS TECH DISTRICT (I-1) TO MIXED-USE CORRIDOR DISTRICT (MU-C) AND MEDIUM DENSITY RESIDENTIAL DISTRICT (R-2) AND AMENDING THE ZONING MAP ACCORDINGLY (BUCKLEY YARD REZONE)

WHEREAS, the applicant has requested to rezone a parcel of land currently zoned Business Tech District (I-1) to Mixed-Use Corridor District (MU-C) and Medium Density Residential (R-2); and

WHEREAS, the proposed rezone is intended to promote retail goods and services to satisfy the household and personal needs of the residents of nearby neighborhoods, those traveling on adjacent collector and arterial corridors, to allow for higher intensity general business and service activities, and to promote and preserve various residential districts; and

WHEREAS, Section 146-5.4.1.C of the Aurora City Code provides that all applications for the rezoning of property shall be presented at a public hearing to the Planning and Zoning Commission for recommendation and to City Council for final decision; and

WHEREAS, on March 24, 2021, following a public hearing, the Planning and Zoning Commission voted to recommend approval of the rezoning of the parcel; and

WHEREAS, based upon the evidence presented at tonight's public hearing, the applicant has demonstrated that the rezoning of the parcel is consistent with the spirit and intent of the City's Comprehensive Plan and with other policies and plans adopted by the City Council, that it is compatible with the surrounding development, and that the rezoning will not create significant dislocations of tenants or occupants of the property; and

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

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

Section 1. The parcel, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is rezoned from Business Tech District (I-1) to Mixed-Use Corridor District (MU-C).

Section 2. The parcel, as more particularly described in "Exhibit B" attached hereto and incorporated herein, is rezoned from Business Tech District (I-1) to Medium Density Residential District (R-2).

Section 3. The City zoning map is hereby amended in accordance with said rezoning.

Section 4. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict.

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

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2021.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM: CMcK

Daniel L Money
_____
DANIEL L. MONEY, Senior Assistant City Attorney

LEGAL DESCRIPTION

A parcel of land, being a portion of Lot 1, Block 2 of Tollgate Subdivision, Filing No. 14, Reception No. 1991491, recorded August 18, 1980 in the Arapahoe County Clerk and Recorder's Office, being located in the Northwest Quarter of Section 16, Township 4 South, Range 66 West of the 6th Principle Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter of said Section 16 being marked by a 3" Brass Monument in Range Box stamped "CITY OF AURORA 1991 PLS 16419"; from which the Northeast Corner of the Northwest Quarter of Said Section 16 being marked by a 3" Brass Monument in Range Box stamped "CITY OF AURORA 1986 LS 16848 bears South 89°56'56" East, a distance of 2658.40 feet;

Thence South 00°42'50"East, along the West Line of said Northwest Quarter of Section 16, a distance of 591.84 feet to a point of intersection with the platted centerline of East Alameda Drive extended;

Thence leaving said West line and along the centerline of said East Alameda Drive North 87°21'46"East, a distance of 359.73 feet;

Thence departing said centerline South 02°38'14" East, a distance of 25.00 feet to said southerly right of way line of East Alameda Drive, also being the said northerly line of Lot 1, and the POINT OF BEGINNING;

Thence departing said southerly right-of-way line of East Alameda Drive and said northerly line of Lot 1 South 02°58'12" East, a distance of 1046.25 feet to the northerly right-of-way line of Alameda Parkway, as described at Reception Nos. B8000207 & B8000208, recorded January 2, 2008, at said clerk and recorder's office;

Thence along said northerly right of way line of East Alameda Parkway North 86°23'06" West, a distance of 265.14 feet to a tangent curve to the right;

Thence continuing along said right of way, along said tangent curve to the right, having a radius of 33.43 feet, a central angle of 84°28'24", an arc distance of 49.29 feet, a chord bearing of North 44°08'55" West, and a chord distance of 44.94 feet to a point of reverse curvature on the Westerly line of said Lot 1, also being a point the easterly right of way line of South Airport Boulevard, also known as South Buckley Road, as described in Book 2739, Page 488, at said Clerk and Recorder's Office;

Thence coincident with said Westerly line of Lot 1, also being said easterly right of way line of South Airport Boulevard, along the arc of a curve to the left, having a radius or 17,055.00 feet, a central angle of 02°03'41", an arc distance of 613.62 feet; a chord bearing of North 02°56'33" West and a chord distance of 613.59 feet to a point of reverse curvature;

Thence continuing along said Westerly line and along the arc of a curve to the right, having a radius or 16,944.99 feet, a central angle of 01°07'59", an arc distance of 335.07 feet; a chord bearing of North 03°24'25" West and a chord distance of 335.06 feet to a point of compound curvature;

Thence continuing along said Westerly line and along the arc of a curve to the right, having a radius or 25.00 feet, a central angle of 90°12'11", an arc distance of 39.36 feet; a chord bearing of North 42°15'40" East and a chord distance of 35.42 feet to a point of tangency, also being a point on the said southerly right-of-way line of East Alameda Drive;

Thence coincident with said southerly right of way North 87°21'46" East, a distance of 74.89 feet;

Thence continuing along said southerly right of way North 83°53'41" East, a distance of 165.30 feet;

Thence continuing along said southerly right of way North 87°21'46" East, a distance of 30.15 feet to the POINT OF BEGINNING.

The lineal distance unit used in the preparation of this legal description is the United States Survey Foot. The United States Department of Commerce, National Institute of Standards and Technology defines the United States Survey foot at 1200/3937 meters.

Containing 299,058 square feet, or 6.865 acres of land, more or less.

DWG: C:\Temp\AcPublish_24160\V_ZMAP_0202569.dwg USER: lminchk
DATE: Apr 05, 2021 7:32pm XREFS: V_XBNDY_0202569 V_XTOPO_0202569

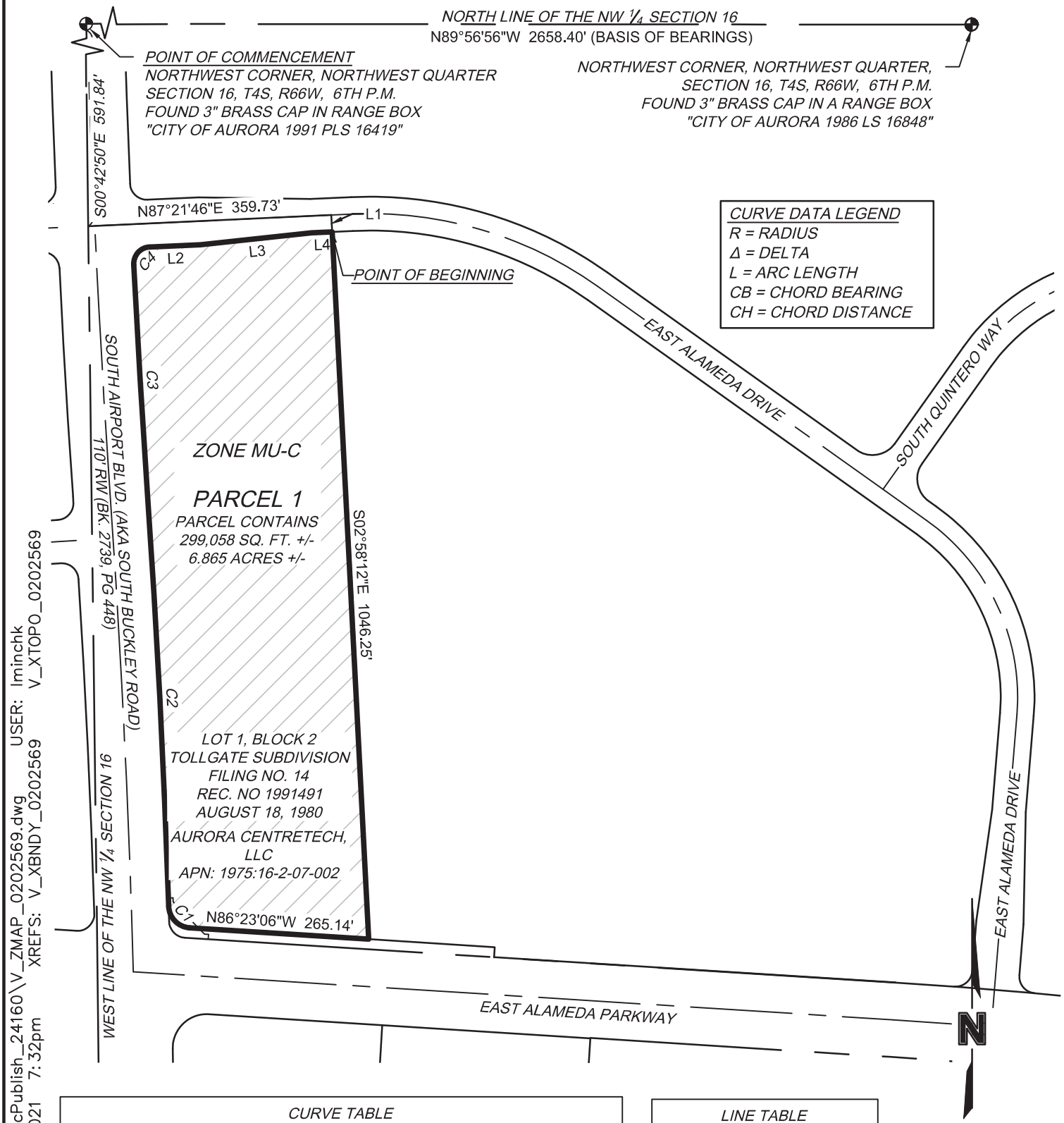
Surveyor Notes:
1. This Legal Description and Sketch is not a Boundary Survey or Land Survey Plat.
2. The scope of this document is to describe and graphically depict a particular area of land.
3. This document which contains 2 pages, is not valid without the seal and signature of the licensed surveyor noted hereon.

COLORADO LICENSED
NICHOLAS S SCHRADER
38693
4/5/2021
PROFESSIONAL LAND SURVEYOR

Nicholas S. Schrader
Professional Land Surveyor 38693

PROJECT NO: 020-2569	DESCRIPTION MU-C DISTRICT ZONING	olsson 1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072	EXHIBIT
DRAWN BY: LMM			A51
DATE: 04/05/2021			

EXHIBIT A



CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	33.43	084°28'24"	49.29	N44°08'55"W	44.94
C2	17055.00	002°03'41"	613.62	N02°56'33"W	613.59
C3	16944.99	001°07'59"	335.07	N03°24'25"W	335.06
C4	25.00	090°12'11"	39.36	N42°15'40"E	35.42

LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L1	S02°38'14"E	25.00
L2	N87°21'46"E	74.89
L3	N83°53'41"E	165.30
L4	N87°21'46"E	30.15

0' 100' 200'
SCALE IN FEET

SHEET 2 OF 2

SEALS FOR THE DOCUMENT ARE APPLIED TO THE COVER PAGE

DWG: C:\Temp\AcPublish_24160\V_ZMAP_0202569.dwg USER: lminchk
DATE: Apr 05, 2021 7:32pm XREFS: V_XBNDY_0202569 V_XTOPO_0202569

PROJECT NO: 020-2569	EXHIBIT MU-C DISTRICT ZONING	olsson 1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072	EXHIBIT A
DRAWN BY: LMM			
DATE: 04/05/2021			

LEGAL DESCRIPTION

Parcel 2:

A parcel of land, being a portion of Lot 1, Block 2 of Tollgate Subdivision, Filing No. 14, Reception No. 1991491, recorded August 18, 1980 in the Arapahoe County Clerk and Recorder's Office, being located in the Northwest Quarter of Section 16, Township 4 South, Range 66 West of the 6th Principle Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter of said Section 16 being marked by a 3" Brass Monument in Range Box stamped "CITY OF AURORA 1986 PLS 16419"; from which the Northeast Corner of the Northwest Quarter of Said Section 16 being marked by a 3" Brass Monument in Range Box stamped "CITY OF AURORA 1986 LS 16848 bears South 89°56'56" East, a distance of 2658.40 feet;

Thence South 00°42'50"East, along the West Line of said Northwest Quarter of Section 16, a distance of 591.84 feet to a point of intersection with the platted centerline of East Alameda Drive extended;

Thence leaving said West line and along the centerline of said East Alameda Drive North 87°21'46"East, a distance of 359.73 feet;

Thence departing said centerline South 02°38'14" East, a distance of 25.00 feet to said southerly right of way line of East Alameda Drive, also being the said northerly line of Lot 1, and the POINT OF BEGINNING;

Thence coincident with said right-of-way line, also being said northerly line of Lot 1 North 87°21'46" East, a distance of 30.85 feet to a tangent curve the right;

Thence continuing along said right-of-way line and said tangent curve to the right, having a radius of 554.84 feet, a central angle of 38°03'40", an arc distance of 368.58 feet, a chord bearing of South 73°36'24" East and a chord distance of 361.84 feet, to a point of tangency;

Thence continuing along said right-of-way line South 54°34'34" East, a distance of 596.63 feet to a tangent curve to the right;

Thence continuing along said right-of-way line and along said tangent curve to the right, having a radius of 295.00 feet, a central angle of 59°13'56", an arc distance of 304.97 feet, a chord bearing of South 24°57'36" East and a chord distance of 291.57 feet to a point of tangency;

Thence continuing along said right-of-way line South 04°39'22" West, a distance of 143.10 feet;

Thence continuing along said right-of-way line South 08°07'28" West, a distance of 165.30 feet;

Thence continuing along said right-of-way line South 04°39'22" West, a distance of 75.22 feet to a tangent curve to the right;

Thence continuing along said right-of-way line and along said tangent curve to the right, having a radius of 25.00 feet, a central angle of 89°34'28", an arc distance of 39.08 feet, a chord bearing of South 49°26'36" West and a chord distance of 35.22 feet to a point of curvature on the northerly right-of-way line of East Alameda Parkway as described at Book 2739, Page 484, at said Clerk and Recorder's office;

Thence continuing along said right-of-way line and curve to the left, having a radius of 8,055.00 feet, a central angle of 00°36'56", an arc distance of 86.56 feet, a chord bearing of North 86°04'38" West and a chord distance of 86.56 feet to a point of tangency;

Thence continuing along said right-of-way line North 86°23'06" West, a distance of 594.80 feet to a point on said right-of-way being the southeast corner of additional right-of-way as described at Reception Nos. B8000207 & B8000208, recorded January 2, 2008, at said clerk and recorder's office;

Thence along said right-of-way line North 03°36'54" East, a distance of 15.00 feet;

Thence continuing along said right-of-way line North 86°23'06" West, a distance of 186.46 feet;

Thence departing said right-of-way line North 02°58'12" West, a distance of 1046.25 feet to the southerly right-of-way of said East Alameda Drive,

also being the POINT OF BEGINNING.

The lineal distance unit used in the preparation of this legal description is the United States Survey Foot. The United States Department of Commerce, National Institute of Standards and Technology defines the United States Survey foot at 1200/3937 meters.
Containing 826,692 square feet, or 18.978 acres of land, more or less.

Parcel 3:

A parcel of land, being all of Lot 1, Block 3 of Tollgate Subdivision, Filing No. 14, Reception No. 1991491, recorded August 18, 1980 in the Arapahoe County Clerk and Recorder's Office, being located in the Northwest Quarter of Section 16, Township 4 South, Range 66 West of the 6th Principle Meridian, County of Arapahoe, State of Colorado;

Same parcel above being further described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter of said Section 16 being marked by a 3" Brass Monument in Range Box stamped "CITY OF AURORA 1986 PLS 16419"; from which the Northeast Corner of the Northwest Quarter of Said Section 16 being marked by a 3" Brass Monument in Range Box stamped "CITY OF AURORA 1986 LS 16848 bears South 89°56'56" East, a distance of 2658.40 feet;

Thence South 00°42'50"East, along the West Line of said Northwest Quarter of Section 16, a distance of 591.84 feet to a point of intersection with the platted centerline of East Alameda Drive extended;

Thence leaving said West line and along the centerline of said East Alameda Drive North 87°21'46"East, a distance of 359.73 feet;

PROJECT NO: 020-2569	DESCRIPTION R-2 DISTRICT ZONING	olsson 1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072	EXHIBIT
DRAWN BY: LMM			
DATE: 04/26/2021			B53

DWG: F:\2020\2501-3000\020-2569\40-Design\Survey\SRVY\Sheets\Subdivision Plat\V_ZMAP_0202569.dwg USER: nschrader
DATE: Apr 26, 2021 5:19pm XREFS: V_XBNDY_0202569 V_XTOPO_0202569

LEGAL DESCRIPTION

Thence departing said centerline South 02°38'14" East, a distance of 25.00 feet to said southerly right of way line of East Alameda Drive, also being the said northerly line of Lot 1;

Thence coincident with said right-of-way line, also being said northerly line of Lot 1 North 87°21'46" East, a distance of 30.85 feet to a tangent curve the right;

Thence continuing along said right-of-way line and said tangent curve to the right, having a radius of 554.84 feet, a central angle of 38°03'40", an arc distance of 368.58 feet, a chord bearing of South 73°36'24" East and a chord distance of 361.84 feet, to a point of tangency;

Thence continuing along said right-of-way South 54°34'34" East, a distance of 596.63 feet to a point of curvature of a tangent curve to the right;

Thence departing said right-of-way, North 35°25'26" East, a distance of 50.00 feet to the westerly line of said Lot 3 also being the easterly right of way line of East Alameda Drive, and the POINT OF BEGINNING;

Thence along said easterly right of way line North 54°34'34" West, a distance of 14.10 feet to a tangent curve to the right

Thence continuing along said right-of-way and along a tangent curve to the right, having a radius of 40.00 feet, a central angle of 90°00'00", an arc distance of 62.83 feet, a chord bearing of North 09°34'34" West and a chord distance of 56.57 feet to a point of tangency, and the southerly right-of way of South Quintero Way;

Thence along said southerly right-of-way, North 35°25'26" East, a distance of 176.09 feet, to a tangent curve to the right;

Thence continuing along said right-of-way and along a tangent curve to the right, having a radius of 275.00 feet, a central angle of 102°03'58", an arc distance of 489.88 feet, a chord bearing of North 86°27'25" East and a chord distance of 427.63 feet to a point of tangency;

Thence continuing along said right-of-way South 42°30'36" East, a distance of 632.46 feet, to a tangent curve to the right;

Thence continuing along said right-of-way and along a tangent curve to the right, having a radius of 396.30 feet, a central angle of 53°46'08", an arc distance of 371.91 feet, a chord bearing of South 15°37'32" East and a chord distance of 358.41 feet to a point of tangency;

Thence continuing along said right-of-way South 14°43'38" West, a distance of 165.30 feet;

Thence continuing along said right-of-way South 11°15'32" West, a distance of 75.22 feet, to a tangent curve to the right;

Thence continuing along said right-of-way along a tangent curve to the right, having a radius of 25.00 feet, a central angle of 89°34'28", an arc distance of 39.08 feet, a chord bearing of South 56°02'46" West and a chord distance of 35.22 feet to a tangent curve to the left, and the northerly right-of-way of East Alameda Parkway;

Thence along said northerly right-of-way, on a curve to the left, having a radius of 8,055.00 feet, a central angle of 05°45'07", an arc distance of 808.63 feet, a chord bearing of North 82°02'33" West and a chord distance 808.29 feet to a tangent curve to the right;

Thence departing said northerly right-of-way, along a tangent curve to the right, having a radius of 25.00 feet, a central angle of 89°34'29", an arc distance of 39.08 feet, a chord bearing of North 40°07'52" West and a chord distance of 35.22 feet to a point of tangency and the easterly right-of of East Alameda Drive;

Thence along said right-of-way, North 04°39'22" East, a distance of 75.22 feet;

Thence continuing along said right-of-way, North 01°11'16" East, a distance of 165.30 feet;

Thence continuing along said right-of-way, North 04°39'22" East, a distance of 143.10 feet to a tangent curve to the left;

Thence continuing along said right-of-way and along a tangent curve to the left, having a radius of 345.00 feet, a central angle of 59°13'56", an arc distance of 356.66 feet, a chord bearing of North 24°57'36" West and a chord distance of 340.99 feet to a point of tangency;

Thence continuing along said right-of-way, North 54°34'34" West, a distance of 14.10 feet, to the POINT OF BEGINNING.

The lineal distance unit used in the preparation of this legal description is the United States Survey Foot. The United States Department of Commerce, National Institute of Standards and Technology defines the United States Survey foot at 1200/3937 meters.

Containing 805,853 square feet, or 18.500 acres of land, more or less.



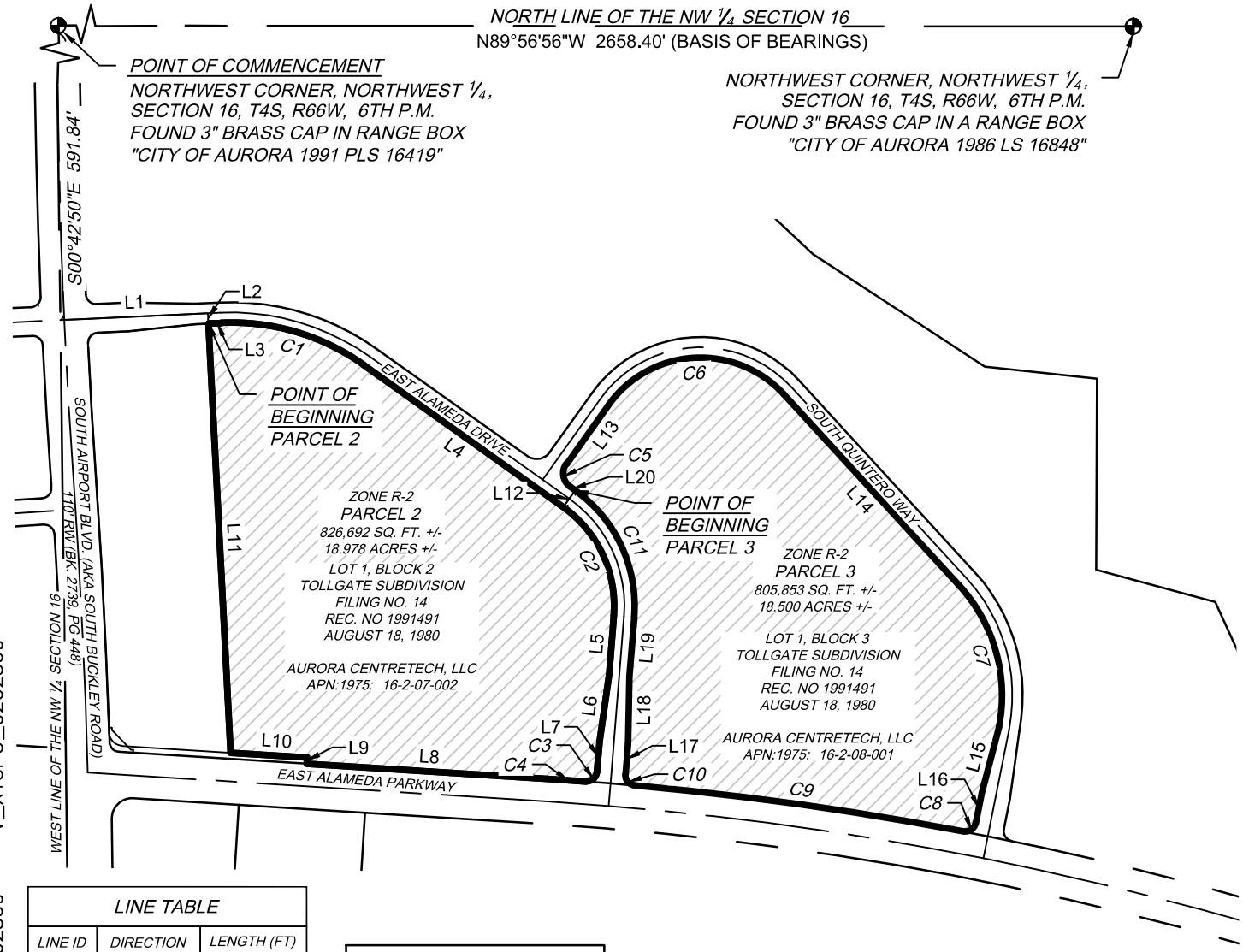
Nicholas S. Schrader
Professional Land Surveyor 38693

Surveyor Notes:
1. This Legal Description and Sketch is not a Boundary Survey or Land Survey Plat.
2. The scope of this document is to describe and graphically depict a particular area of land.
3. This document, which contains 3 pages, is not valid without the seal and signature of the licensed surveyor noted hereon.

DWG: F:\2020\2501-3000\020-2569\40-Design\Survey\SRVY\Sheets\Subdivision Plat\V_ZMAP_0202569.dwg USER: nschrader
DATE: Apr 26, 2021 5:27pm XREFS: V_XBNDY_0202569 V_XTOPO_0202569

PROJECT NO: 020-2569	DESCRIPTION R-2 DISTRICT ZONING	olsson 1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072	EXHIBIT B54
DRAWN BY: LMM			
DATE: 04/26/2021			

EXHIBIT B



LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L1	N87°21'46"E	359.73
L2	S02°38'14"E	25.00
L3	N87°21'46"E	30.85
L4	S54°34'34"E	596.63
L5	S04°39'22"W	143.10
L6	S08°07'28"W	165.30
L7	S04°39'22"W	75.22
L8	N86°23'06"W	594.80
L9	N03°36'54"E	15.00
L10	N86°23'06"W	186.46
L11	N02°58'12"W	1046.25
L12	N35°25'26"E	50.00'
L13	N35°25'26"E	176.09
L14	S42°30'36"E	632.46
L15	S14°43'38"W	165.30
L16	S11°15'32"W	75.22
L17	N04°39'22"E	75.22
L18	N01°11'16"E	165.30
L19	N04°39'22"E	143.10
L20	N54°34'34"W	14.10

CURVE DATA LEGEND
R = RADIUS
Δ = DELTA
L = ARC LENGTH
CB = CHORD BEARING
CH = CHORD DISTANCE

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	554.84	038°03'40"	368.58	S73°36'24"E	361.84
C2	295.00	059°13'56"	304.97	S24°57'36"E	291.57
C3	25.00	089°34'28"	39.08	S49°26'36"W	35.22
C4	8055.00	000°36'56"	86.56	N86°04'38"W	86.56
C5	40.00	090°00'00"	62.83	N09°34'34"W	56.57
C6	275.00	102°03'58"	489.88	N86°27'25"E	427.63
C7	396.30	053°46'08"	371.91	S15°37'32"E	358.41
C8	25.00	089°34'28"	39.08	S56°02'46"W	35.22
C9	8055.00	005°45'07"	808.63	N82°02'33"W	808.29
C10	25.00	089°34'29"	39.08	N40°07'52"W	35.22
C11	345.00	059°13'56"	356.66	N24°57'36"W	340.99

N

0' 200' 400'
SCALE IN FEET

SHEET 3 OF 3

SEALS FOR THE DOCUMENT ARE APPLIED TO THE COVER PAGE

DWG: F:\2020\2501-3000\020-2569\40-Design\Survey\SRVY\Sheets\Subdivision Plat\V_ZMAP_0202569.dwg USER: nschrader
DATE: Apr 26, 2021 5:20pm XREFS: V_XBNDY_0202569 V_XTOPO_0202569

PROJECT NO: 020-2569	EXHIBIT R-2 DISTRICT ZONING	olsson 1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072	EXHIBIT B
DRAWN BY: LMM			
DATE: 04/26/2021			

CITY OF AURORA
Council Agenda Commentary

Item Title: 2021 SPRING SUPPLEMENTAL: FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2019-82, 2020-44, AND 2020-68 FOR THE 2020 FISCAL YEAR AND ORDINANCE NO. 2020-53 FOR THE 2021 FISCAL
Item Initiator: Kerstin Claspell, Lead Financial Analyst
Staff Source/Legal Source: Kerstin Claspell, Lead Financial Analyst/Hanosky Hernandez Perez, 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: 5/3/2021

Regular Meeting: 5/24/2021

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: 3/23/2021

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 Management and Finance Policy Committee on March 23, 2021. The Committee recommended this item be moved forward to study session. Minutes attached.

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

The 2021 Spring Supplemental Ordinance appropriates amounts for a number of operating expenditures and capital projects that require appropriations and inter-fund transfers in the funds listed in the attachment. This ordinance impacts the 2020 and 2021 budget years. Items for 2020 represent financial activities that have already occurred.

One of the first steps of the annual budget process is to prepare an updated projection of current year requirements. Some requirements that had been identified in the 2020 projection prepared for the 2021 Adopted Budget were reviewed and appropriated as part of the 2020 Fall Supplemental process. Others were deferred, as departments are often able to offset the impact, either partially or entirely. Most of the requests included for 2020 in this 2021 Spring Supplemental request were identified and included in the 2020 projection in the 2021 budget document.

Many of the requests included in this supplemental process are technical. Technical items are typically budget lapses (reductions) or reallocations, zero-dollar amendments with appropriation offset by revenue, or accounting and other adjustments. These items are indicated by including "technical" in the title and may or may not have been reviewed by Council. Most items have been previously reviewed by Council or Council Committee. Council review includes items included in the 2020 projection and reviewed as part of the 2021 Adopted Budget process, as well as items reviewed at either a Council Committee meeting or City Council meeting. Council review details are included in the narrative for the supplemental request.

The attachments included for this agenda item reflect summary and detail information regarding the requested appropriation changes for each fund and department. Transfers result in a move of funding from one fund to another. The details of these appropriation amendments are found in:

- Attachment A: 2020 Appropriation Summaries by Fund;
- Attachment B: 2021 Appropriation Summaries by Fund;
- Attachment C: 2020 Appropriation Detail by Fund; and
- Attachment D: 2021 Appropriation Detail by Fund.

As noted, the spring process covers two budget years. The following discussion will identify and focus on significant changes included for each budget year by fund, rather than the list in its entirety. Please see attachments C and D for the details on each request.

2020 Supplemental Amendment Requests

Significant one-time supplemental items in all funds include:

- The appropriation of **$33.9 million** in CARES funds and **$591,000** for the purchase of land to create additional buffer near Buckley AFB in the Gifts and Grants Fund. CARES Act funding was included in the 2020 projection whereas the Buckley buffer grant was not due to the timing of the project.
- The appropriation of **$29.8 million** for water rights acquisitions in the Water Fund. This item was included in the 2020 projection, although the actual amount needed was higher.
- Appropriations totaling **$1.7 million** for costs incurred to respond to an increased workload surrounding development activity in the Development Review Fund. This item was included in the 2020 projection.
- The appropriation of **$596,900** for the Homelessness Program in the Marijuana Tax Revenue Fund to align the 2020 appropriation with final 2020 collections of the 2.0% marijuana sales tax set aside. This supplemental was included in the 2020 projection, although revenues came in higher than anticipated.

- The appropriation of **$596,200** in federal funding for the design phase of the Nine Mile Bike and Pedestrian Bridge Project in the Capital Projects Fund. This item was not included in the 2020 projection due to the timing of the project.

2021 Supplemental Amendment Requests

Significant supplemental items include the addition of a net 11.0 FTE across various departments:

- 1.0 FTE Youth Violence Prevention Manager and 5.0 FTE Youth Violence Prevention Outreach Specialists to initiate the Youth Violence Prevention Program in Housing and Community Services.
- 1.0 FTE Business Solutions Architect to support remote work and 1.0 FTE Project Coordinator contingent conversion to address increased project demands in Information Technology.
- 1.0 FTE Water Conservation Specialist to continue to provide low-water-use landscapes at no cost to income-qualified homeowners, 1.0 FTE Water Resources Specialist to address the growing need for water acquisitions, and 2.0 FTE Treatment Technicians to address the need for entry-level operators in Aurora Water.
- The net elimination of 1.0 FTE associated with a reorganization in Communications.

Other significant supplemental items in all funds include:

- The appropriation of **$1.8 million** for the developer-funded final design of Montview Boulevard within the Fitzsimons Campus in the Capital Projects Fund.
- The appropriation of **$1.1 million** for the Youth Violence Prevention Program in the Marijuana Tax Revenue Fund, including 6.0 FTE.
- The re-appropriation of **$1.0 million** for affordable housing seed funding that was budgeted but not spent in 2020 and the appropriation of **$4.4 million** in CARES funds not spent in 2020 in the General Fund.
- The appropriation of **$565,400** for the activation of 4.0 FTE in the Development Review Fund to meet the workload demands in the Engineering Development Review division.

Detail behind all supplemental items can be found in Attachments C and D.

QUESTIONS FOR COUNCIL

Does Council wish to send this item forward for formal approval?

LEGAL COMMENTS

The City Council may make appropriations in addition to those contained in the budget upon recommendation of the City Manager, provided that the Finance Director certifies there are sufficient funds available to meet such appropriations. (City Charter Art. 11-16) (Hernandez)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: This supplemental budget request will make adjustments to the 2020 budget and the 2021 budget.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

ORDINANCE NO. 2021-____

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2019-82, 2020-44, AND 2020-68 FOR THE 2020 FISCAL YEAR AND ORDINANCE NO. 2020-53 FOR THE 2021 FISCAL YEAR

WHEREAS, pursuant to Ordinance Nos. 2019-82, 2020-44 and 2020-68 the Council has appropriated funds for the fiscal year beginning January 1, 2020, and ending December 31, 2020 ("Fiscal Year 2020"); and

WHEREAS, pursuant to Ordinance No. 2020-53 the Council has appropriated funds for the fiscal year beginning January 1, 2021, and ending December 31, 2021 ("Fiscal Year 2021"); and

WHEREAS, additional appropriations are needed to fund new expenditures for which revenues have recently become available; and

WHEREAS, the Director of Finance has certified that unappropriated reserves and additional funding sources and revenues are available for appropriation in the various funds; and

WHEREAS, the City Manager has recommended that the various appropriations enumerated in this Ordinance be made.

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

Section 1. Appropriations in addition to those made in Ordinance Nos. 2019-82, 2020-44 and 2020-68 shall be made for Fiscal Year 2020 for the purposes enumerated in Attachment C to the document entitled 2021 Spring Amendment Ordinance Appropriation Detail by Fund, such document being in the form as filed with the Office of the City Clerk and presented to the Council at this meeting (the "2020 Amendment Detail"), all as follows:

a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of Seven Hundred Seventy Thousand, Nine Hundred Seventy-Eight Dollars ($770,978).

b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Eight Hundred Ninety-One Thousand, Two Hundred Twenty Dollars ($891,220).

c. From the unappropriated fund balance and/or additional revenues of the Community Development Fund, the net amount of Three Hundred Ninety-Three Thousand, Seven Hundred Eleven Dollars ($393,711).

d. From the unappropriated fund balance and/or additional revenues of the Designated Revenues Fund, the net amount of Zero Dollars ($0).

e. From the unappropriated fund balance and/or additional revenues of the Development Review Fund, the net amount of One Million, Seven Hundred Fifteen Thousand, Six Hundred Seventy-Nine Dollars ($1,715,679).

f. From the unappropriated fund balance and/or additional revenues of the Fleet Management Fund, the net amount of Seventy-Seven Thousand, Three Hundred Sixty-Three Dollars ($77,363).

g. From the unappropriated fund balance and/or additional revenues of the Gifts and Grants Fund, the net amount of Thirty-Five Million, Four Hundred Seventy-Three Thousand, Three Hundred Nineteen Dollars ($35,473,319).

h. From the unappropriated fund balance and/or additional revenues of the Marijuana Tax Revenue Fund, the net amount of Seven Hundred Eighty Thousand, Eight Hundred Twenty-Six Dollars ($780,826).

i. From the unappropriated fund balance and/or additional revenues of the Water Fund, the net amount of Twenty-Nine Million, Eight Hundred Forty-Six Thousand, Fifty-One Dollars ($29,846,051).

Section 2. Appropriations in addition to those made in Ordinance No. 2020-53 shall be made for Fiscal Year 2021 for the purposes enumerated in Attachment D to the document entitled 2021 Spring Amendment Ordinance Appropriation Detail by Fund, such document being in the form as filed with the Office of the City Clerk and presented to the Council at this meeting (the "2021 Amendment Detail"), all as follows:

a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of Six Million, Forty-Eight Thousand, Eight Hundred Sixteen Dollars ($6,048,816).

b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Two Million, Six Hundred Eighteen Thousand, Three Hundred Five Dollars ($2,618,305).

c. From the unappropriated fund balance and/or additional revenues of the Conservation Trust Fund, the net amount of Two Thousand Five Hundred Forty-Two Dollars ($2,542).

d. From the unappropriated fund balance and/or additional revenues of the Cultural Services Fund, the net amount of One Hundred Thirty-Five Thousand Dollars ($135,000).

e. From the unappropriated fund balance and/or additional revenues of the Development Review Fund, the net amount of Five Hundred Sixty-Five Thousand, Three Hundred Fifty-Eight Dollars ($565,358).

f. From the unappropriated fund balance and/or additional revenues of the Gifts and

Grants Fund, the net amount of Sixteen Thousand, Eighty Dollars ($16,080).

g. From the unappropriated fund balance and/or additional revenues of the Marijuana Tax Revenue Fund, the net amount of Zero Dollars ($0).

h. From the unappropriated fund balance and/or additional revenues of the Parks Development Fund, the net amount of Two Thousand, One Hundred Twenty-Eight Dollars ($2,128).

i. From the unappropriated fund balance and/or additional revenues of the Water Fund, the net amount of Three Hundred Twenty-Four Thousand, Two Hundred Fifty-Seven Dollars ($324,257).

Section 3. Appropriations made in Ordinance No. 2020-53 for Fiscal Year 2021 shall be adjusted for the reasons enumerated in the 2021 Amendment Detail, all as follows:

a. From the Designated Revenues Fund, the net amount of One Million, Five Hundred Eighty-Six Thousand, Nine Hundred Sixty-Two Dollars ($1,586,962) shall be deemed lapsed.

b. From the Wastewater Fund, the net amount of Seventeen Thousand, Eight Hundred Sixty-Five Dollars ($17,865) shall be deemed lapsed.

Section 4. Inter-fund and inter-departmental transfers shall be made as enumerated in the 2020 Amendment Detail for Fiscal Year 2020 and the 2021 Amendment Detail for Fiscal Year 2021.

Section 5. The City Manager and the Finance Director are hereby directed and authorized to expend so much of said funds as are necessary to pay for the projects and acquisitions referenced herein.

Section 6. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 7. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2021.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA
_____
HANOSKY HERNANDEZ,
Assistant City Attorney

ORDINANCE NO. 2021-___

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2019-82, 2020-44, AND 2020-68 FOR THE 2020 FISCAL YEAR AND ORDINANCE NO. 2020-53 FOR THE 2021 FISCAL YEAR

WHEREAS, pursuant to Ordinance Nos. 2019-82, 2020-44 and 2020-68 the Council has appropriated funds for the fiscal year beginning January 1, 2020, and ending December 31, 2020 ("Fiscal Year 2020"); and

WHEREAS, pursuant to Ordinance No. 2020-53 the Council has appropriated funds for the fiscal year beginning January 1, 2021, and ending December 31, 2021 ("Fiscal Year 2021"); and

WHEREAS, additional appropriations are needed to fund new expenditures for which revenues have recently become available; and

WHEREAS, the Director of Finance has certified that unappropriated reserves and additional funding sources and revenues are available for appropriation in the various funds; and

WHEREAS, the City Manager has recommended that the various appropriations enumerated in this Ordinance be made.

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

Section 1. Appropriations in addition to those made in Ordinance Nos. 2019-82, 2020-44 and 2020-68 shall be made for Fiscal Year 2020 for the purposes enumerated in Attachment C to the document entitled 2021 Spring Amendment Ordinance Appropriation Detail by Fund, such document being in the form as filed with the Office of the City Clerk and presented to the Council at this meeting (the "2020 Amendment Detail"), all as follows:

a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of Seven Hundred Seventy Thousand, Nine Hundred Seventy-Eight Dollars ($770,978). This subsection includes an increase of approximately 7.5% in salaries for the City's Public Defender's Office. It is anticipated that this increase will cause a similar salary increase for the City Attorney's Office and the Courts staff as well.

b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Eight Hundred Ninety-One Thousand, Two Hundred Twenty Dollars ($891,220).

c. From the unappropriated fund balance and/or additional revenues of the

Community Development Fund, the net amount of Three Hundred Ninety-Three Thousand, Seven Hundred Eleven Dollars ($393,711).

d. From the unappropriated fund balance and/or additional revenues of the Designated Revenues Fund, the net amount of Zero Dollars ($0).

e. From the unappropriated fund balance and/or additional revenues of the Development Review Fund, the net amount of One Million, Seven Hundred Fifteen Thousand, Six Hundred Seventy-Nine Dollars ($1,715,679).

f. From the unappropriated fund balance and/or additional revenues of the Fleet Management Fund, the net amount of Seventy-Seven Thousand, Three Hundred Sixty-Three Dollars ($77,363).

g. From the unappropriated fund balance and/or additional revenues of the Gifts and Grants Fund, the net amount of Thirty-Five Million, Four Hundred Seventy-Three Thousand, Three Hundred Nineteen Dollars ($35,473,319).

h. From the unappropriated fund balance and/or additional revenues of the Marijuana Tax Revenue Fund, the net amount of Seven Hundred Eighty Thousand, Eight Hundred Twenty-Six Dollars ($780,826).

i. From the unappropriated fund balance and/or additional revenues of the Water Fund, the net amount of Twenty-Nine Million, Eight Hundred Forty-Six Thousand, Fifty-One Dollars ($29,846,051).

Section 2. Appropriations in addition to those made in Ordinance No. 2020-53 shall be made for Fiscal Year 2021 for the purposes enumerated in Attachment D to the document entitled 2021 Spring Amendment Ordinance Appropriation Detail by Fund, such document being in the form as filed with the Office of the City Clerk and presented to the Council at this meeting (the "2021 Amendment Detail"), all as follows:

a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of Six Million, Forty-Eight Thousand, Eight Hundred Sixteen Dollars ($6,048,816).

b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Two Million, Six Hundred Eighteen Thousand, Three Hundred Five Dollars ($2,618,305).

c. From the unappropriated fund balance and/or additional revenues of the Conservation Trust Fund, the net amount of Two Thousand Five Hundred Forty-Two Dollars ($2,542).

d. From the unappropriated fund balance and/or additional revenues of the Cultural Services Fund, the net amount of One Hundred Thirty-Five Thousand Dollars ($135,000).

e. From the unappropriated fund balance and/or additional revenues of the

Development Review Fund, the net amount of Five Hundred Sixty-Five Thousand, Three Hundred Fifty-Eight Dollars ($565,358).

f. From the unappropriated fund balance and/or additional revenues of the Gifts and Grants Fund, the net amount of Sixteen Thousand, Eighty Dollars ($16,080).

g. From the unappropriated fund balance and/or additional revenues of the Marijuana Tax Revenue Fund, the net amount of Zero Dollars ($0).

h. From the unappropriated fund balance and/or additional revenues of the Parks Development Fund, the net amount of Two Thousand, One Hundred Twenty-Eight Dollars ($2,128).

i. From the unappropriated fund balance and/or additional revenues of the Water Fund, the net amount of Three Hundred Twenty-Four Thousand, Two Hundred Fifty-Seven Dollars ($324,257).

Section 3. Appropriations made in Ordinance No. 2020-53 for Fiscal Year 2021 shall be adjusted for the reasons enumerated in the 2021 Amendment Detail, all as follows:

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b. From the Wastewater Fund, the net amount of Seventeen Thousand, Eight Hundred Sixty-Five Dollars ($17,865) shall be deemed lapsed.

Section 4. Inter-fund and inter-departmental transfers shall be made as enumerated in the 2020 Amendment Detail for Fiscal Year 2020 and the 2021 Amendment Detail for Fiscal Year 2021.

Section 5. The City Manager and the Finance Director are hereby directed and authorized to expend so much of said funds as are necessary to pay for the projects and acquisitions referenced herein.

Section 6. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 7. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2021.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

RLA
_____
HANOSKY HERNANDEZ,
Assistant City Attorney

2021 Spring Amendment Ordinance
Appropriation Summaries by Fund

2020 Amendment Summary
Attachment A

Attachment A

2021 Spring Amendment Ordinance

Appropriation Summary by Fund and Department

2020 Amendment Summary

Fund/Department	FTE Request	Net Total Appropriation	Revenue [1] Offset	Inc. / (Dec.) [2] in Fund Bal.
General Fund Total	**0.00**	**770,978**	**419,323**	**-351,655**
Fire	0.00	419,323	419,323	0
Police	0.00	351,655	0	-351,655
Public Defender	0.00	0	0	0
Capital Projects Fund Total	**0.00**	**891,220**	**891,220**	**0**
Planning & Development Services	0.00	500,000	295,000	-205,000
Public Works	0.00	391,220	596,220	205,000
Community Development Fund Total	**0.00**	**393,711**	**393,779**	**68**
Housing and Community Services	0.00	393,711	393,779	68
Designated Revenues Fund Total	**0.00**	**0**	**242,947**	**242,947**
Judicial	0.00	0	59,017	59,017
Police	0.00	0	183,930	183,930
Development Review Fund Total	**0.00**	**1,715,679**	**0**	**-1,715,679**
Public Works	0.00	1,715,679	0	-1,715,679
Fleet Management Fund Total	**0.00**	**77,363**	**0**	**-77,363**
Public Works	0.00	77,363	0	-77,363
Gifts & Grants Fund Total	**0.00**	**35,473,319**	**40,147,371**	**4,674,052**
Fire	0.00	209,521	209,521	0
Housing and Community Services	0.00	406,256	5,036,194	4,629,938
Information Technology	0.00	205,356	205,356	0
Judicial	0.00	137,790	137,790	0
Library & Cultural Services	0.00	35,004	0	-35,004
Non-Departmental	0.00	33,882,755	33,882,755	0
Parks, Recreation & Open Space	0.00	591,000	591,000	0
Public Defender	0.00	5,637	84,755	79,118
Marijuana Tax Revenue Fund Total	**0.00**	**780,826**	**596,896**	**-183,930**
Housing and Community Services	0.00	596,896	596,896	0
Non-Departmental	0.00	183,930	0	-183,930
Water Fund Total	**0.00**	**29,846,051**	**0**	**-29,846,051**
Aurora Water	0.00	29,846,051	0	-29,846,051
Total	**0.00**	**$69,949,147**	**$42,691,536**	**($27,257,611)**

1 The revenue offset includes new revenue and revenue from transfers.

2 Inc./Dec in Fund Balance = New Revenue minus Net Appropriation.

2021 Spring Amendment Ordinance
Appropriation Summaries by Fund

2021 Amendment Summary
Attachment B

Attachment B

2021 Spring Amendment Ordinance

Appropriation Summary by Fund and Department

2021 Amendment Summary

Fund/Department	FTE Request	Net Total Appropriation	Revenue [1] Offset	Inc. / (Dec.) [2] in Fund Bal.
General Fund Total	**3.00**	**6,048,816**	**408,687**	**-5,640,129**
City Council	0.00	45,846	0	-45,846
Communications	-2.00	0	0	0
Finance	-1.00	-146,372	0	146,372
General Management	-1.00	-30,005	0	30,005
Housing and Community Services	1.00	1,135,590	0	-1,135,590
Human Resources	0.00	3,649	0	-3,649
Information Technology	2.00	38,013	0	-38,013
Non-Departmental	0.00	4,196,064	0	-4,196,064
Planning & Development Services	0.00	0	0	0
Police	4.00	749,143	408,687	-340,456
Public Defender	0.00	56,888	0	-56,888
Capital Projects Fund Total	**0.00**	**2,618,305**	**2,268,305**	**-350,000**
Public Works	0.00	2,618,305	2,268,305	-350,000
Conservation Trust Fund Total	**0.00**	**2,542**	**0**	**-2,542**
Parks, Recreation & Open Space	0.00	2,542	0	-2,542
Cultural Services Fund Total	**0.00**	**135,000**	**142,138**	**7,138**
Library & Cultural Services	0.00	135,000	142,138	7,138
Designated Revenues Fund Total	**-2.00**	**-1,586,962**	**-1,245,732**	**341,230**
Judicial	0.00	-33,353	152,046	185,399
Non-Departmental	0.00	-1,363,239	-1,237,530	125,709
Police	-2.00	-195,330	-160,248	35,082
Public Works	0.00	4,960	0	-4,960
Development Review Fund Total	**0.00**	**565,358**	**0**	**-565,358**
General Management	1.00	159,307	0	-159,307
Non-Departmental	-4.00	0	0	0
Public Works	3.00	406,051	0	-406,051
Gifts & Grants Fund Total	**0.00**	**16,080**	**0**	**-16,080**
Court Administration	0.00	16,080	0	-16,080
General Management	0.00	-13,552	0	13,552
Human Resources	0.00	1,294	0	-1,294
Parks, Recreation & Open Space	0.00	1,630	0	-1,630
Police	0.00	10,628	0	-10,628
Marijuana Tax Revenue Fund Total	**6.00**	**0**	**0**	**0**
Housing and Community Services	6.00	1,130,539	0	-1,130,539
Non-Departmental	0.00	-1,130,539	0	1,130,539
Parks Development Fund Total	**0.00**	**2,128**	**0**	**-2,128**

Attachment B

2021 Spring Amendment Ordinance

Appropriation Summary by Fund and Department

2021 Amendment Summary

Fund/Department	FTE Request	Net Total Appropriation	Revenue [1] Offset	Inc. / (Dec.) [2] in Fund Bal.
Parks, Recreation & Open Space	0.00	2,128	0	-2,128
Wastewater Fund Total	**-0.25**	**-17,865**	**0**	**17,865**
Aurora Water	-0.25	-17,865	0	17,865
Water Fund Total	**4.25**	**324,257**	**0**	**-324,257**
Aurora Water	4.25	324,257	0	-324,257
Total	**11.00**	**$8,107,659**	**$1,573,398**	**($6,534,261)**

1 The revenue offset includes new revenue and revenue from transfers.

2 Inc./Dec in Fund Balance = New Revenue minus Net Appropriation.

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Appropriation Detail by Fund

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Department \ Description - Reason for Appropriation

Aurora Water

2020 Technical: Re-Allocate Funds to Pump Station Improvements

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Water Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	$0	$0	$0	$0	$0

This supplemental will reduce (lapse) funds for the Rampart Appurtenances project budget and re-appropriate the funding for Pump Station Improvements. Funding is available from this project due to a delay within the Rampart Appurtenances program.

The electrical and SCADA (Supervisory Control And Data Acquisition) portions of the Pump Stations Improvements project came in higher than the engineer's estimate. This is due to the ever-increasing complexity of our instrumentation and controls systems. The complexity has increased significantly over the last couple of years and prices in the electrical sector have risen dramatically, thus increasing our install cost. Future budgets were adjusted for the increase in the 2021 budget.

This supplemental was projected for 2020 in the 2021 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Aurora Water	Water Fund	-2,757,096	0	Lapse of Appropriation
Aurora Water	Water Fund	2,757,096	0	New Appropriation

2020: Water Rights Acquisition Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Water Fund	0.00	0	29,846,051	29,846,051	0	-29,846,051
Total Appropriation Impact	0.00	$0	$29,846,051	$29,846,051	$0	($29,846,051)

This supplemental will appropriate funds to cover water rights acquisitions over the 2020 budgeted amount. Water rights acquisition is extremely important to the city's ability to ensure that Aurora will have enough water to serve future needs. Acquiring water rights is opportunistic as water rights that work for the system are not often available to purchase. Competition for water is growing as supplies get tighter and growth continues in most Colorado communities. Therefore, whenever Aurora Water has the opportunity to purchase water rights that fit in our system, efforts will be made to purchase those rights.

In 2020 Aurora was provided two opportunities which were outside the scope of our typical purchases and of significantly larger size than usual: one purchase up the Cache La Poudre and one purchase in the lower South Platte River downstream of Fort Morgan. Both opportunities provided over 1,000 AF each. Those two purchases were the cause of the overspending with one at $27 Million and the other at $16 Million adding over 2,600 AF of water to the city's portfolio.

The agreement for the purchase and sale of the Cache La Poudre water rights and ancillary interests was reviewed by City Council on July 20th, 2020. The agreement for the purchase and sale of the lower South Platte River downstream of Fort Morgan was reviewed by City Council on November 16, 2020.

This supplemental was projected for 2020 in the 2021 budget. The amount included in the supplemental is 29% higher than the projection as the opportunities developed over the second half of the year.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Aurora Water	Water Fund	29,846,051	0	New Appropriation

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Department \ Description - Reason for Appropriation

Fire

2020 Technical: Assistance to Firefighters Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	209,521	0	209,521	209,521	0
Total Appropriation Impact	0.00	$209,521	$0	$209,521	$209,521	$0

Aurora Fire Rescue was awarded funding from the Assistance to Firefighters Grant (AFG) to replace eight sets of extrication equipment (cutters, spreaders, and push/pull rams) that were obsolete, antiquated, and past their useful life. The 10% match for the grant was covered under the department's 2020 operating budget in the General Fund. This supplemental recognizes close to the full amount of the 2019 grant award and provides appropriation for the grant funds spent in 2020. This supplemental was included in the 2020 projection as part of the 2021 Adopted Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Fire	Gifts & Grants Fund	0	209,521	New Appropriation

2020 Technical: Wildland Fire

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	419,323	0	419,323	419,323	0
Total Appropriation Impact	0.00	$419,323	$0	$419,323	$419,323	$0

This supplemental request will provide appropriation to cover personal service and overtime costs incurred as a result of 19 deployments of personnel to wildland fire events across Colorado, Kansas, and Nevada. Expenditures are offset by equivalent reimbursement revenue. This supplemental was included as part of the 2020 projection in the 2021 Adopted Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Fire	General Fund	0	419,323	New Appropriation

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Department \ Description - Reason for Appropriation

Housing and Community Services

2020 Technical: Adjust 2020 Program Income for the Neighborhood Stabilization Program (NSP)

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	-13,261	0	-13,261	-13,261	0
Total Appropriation Impact	0.00	($13,261)	$0	($13,261)	($13,261)	$0

This technical adjustment for the Neighborhood Stabilization Programs (NSP1 and NSP3) will set the 2020 appropriation of program income to match final 2020 collections. The 2020 budget included program income of $20,000 while the actual amount collected was $6,700.

The City of Aurora was awarded NSP funding of $6.9 million from the United States Department of Housing and Urban Development (HUD) over two years (2009 and 2011). NSP projects were developed to address the high foreclosure problem resulting from the market crash and recession. The city bought, rehabbed, and sold homes to households whose incomes did not exceed 120 percent of the area median income as established by HUD. The program also provided soft second mortgages in the form of deferred loans to the qualified buyers and as the market rebounded, some of the NSP buyers either sold their homes or refinanced with a cash out of equity, requiring loan repayment, resulting in NSP program income.

Aurora's NSP program is effectively complete at this time. All grant money has been spent and there are no future NSP projects planned. Each year NSP program income collected typically declines as there are fewer remaining loans to be paid. Based on a new rule implemented by HUD, future NSP program income will be reported under the CDBG program. As a result, there will be no program income budgeted in the NSP program in future years.

While the 2020 projection in the 2021 budget document incorporated a reduction in program income compared to recent years, actual program income was lower than projected.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	-13,261	Lapse of Appropriation

2020 Technical: Appropriate 2020 Income for the Homelessness Program

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Marijuana Tax Revenue Fund	0.00	596,896	0	596,896	596,896	0
Total Appropriation Impact	0.00	$596,896	$0	$596,896	$596,896	$0

This technical adjustment for the Homelessness Program will set the 2020 appropriation of program income to match final 2020 collections of the 2.0% Marijuana Sales Tax set aside for the program. The 2020 budget includes program income of $2.2 million while the actual amount collected was $2.8 million.

This supplemental was included in the 2020 projection as part of the 2021 budget but revenues came in significantly higher than anticipated.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Marijuana Tax Revenue Fund	0	596,896	New Appropriation

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Department \ Description - Reason for Appropriation

Housing and Community Services

2020 Technical: Appropriate CDBG Program Income

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	40,292	0	40,292	40,292	0
Total Appropriation Impact	0.00	$40,292	$0	$40,292	$40,292	$0

This technical adjustment for the Community Development Block Grant (CDBG) Program will set the 2020 appropriation of program income to match final 2020 collections.

CDBG program income consists of loan payoffs from the original Home Ownership Assistance Program (HOAP) and the Commercial Renovation Program. High market values and low interest rates have led program participants to sell their homes or refinance home and business loans with a cash out of equity, resulting in the requirement to repay the loan.

CDBG programs are funded by annual grants from the United States Department of Housing and Urban Development (HUD). The Commercial Renovation Program provides ten-year amortized loans to commercial building owners to renovate and improve building façades.

This supplemental was not included in the 2020 projection as part of the 2021 budget as program income over the second half of the year was higher than projected.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	40,292	New Appropriation

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Department \ Description - Reason for Appropriation

Housing and Community Services

2020 Technical: Appropriate HOME Program Income

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	366,680	0	366,680	366,748	68
Total Appropriation Impact	0.00	$366,680	$0	$366,680	$366,748	$68

This technical adjustment for the Home Investment Partnership (HOME) Program will set the 2020 appropriation of program income to match final 2020 collections.

HOME program income consists primarily of loan payoffs from the Home Ownership Assistance Program (HOAP) and the Single Family Rehabilitation Program. The strong real estate market has led program participants to sell their homes or refinance home loans with a cash out of equity resulting in the requirement to repay the loan.

HOME programs are funded by annual grants from the United States Department of Housing and Urban Development (HUD). HOAP provides zero interest, deferred loans to first-time homebuyers. The loans do not exceed $10,000 and repayment is deferred until title transfers or if a refinance results in a cash out of equity. The Single Family Rehabilitation Program provides zero interest deferred loans to income qualifying owner-occupied homeowners to rehabilitate their homes, making them more energy efficient which in turn keeps the home more affordable to the household. Payment is deferred until transfer of title or if a refinance results in a cash out of equity.

This supplemental was not included in the 2020 projection as part of the 2021 budget as program income over the second half of the year was higher than projected.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	366,680	New Appropriation

2020 Technical: COVID-19 Emergency Solutions Grant (ESG)

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	406,256	0	406,256	5,036,194	4,629,938
Total Appropriation Impact	0.00	$406,256	$0	$406,256	$5,036,194	$4,629,938

In 2020, the City of Aurora received a one-time ESG COVID-19 grant of $5.0 million to prevent, prepare for and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance. This technical supplemental recognizes the full amount of the 2020 grant award and provides appropriation for the grant funds spent in 2020. The remaining funds will be spent over the grant period of July 8, 2020 to July 8, 2022 as established by the Department of Housing and Urban Development (HUD).

This supplemental was included in the 2020 projection as part of the 2021 budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Gifts & Grants Fund	0	406,256	New Appropriation

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Department \ Description - Reason for Appropriation

Information Technology

2020 Technical: E-911 Emergency Services IP Network (ESINet) Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	0	205,356	205,356	205,356	0
Total Appropriation Impact	0.00	$0	$205,356	$205,356	$205,356	$0

In 2020, the city received a state grant managed by the Colorado Public Utilities Commission for the statewide ESINet infrastructure implementation to facilitate the implementation of Next Generation 911 services that will allow both voice and data (photos, video, voice recordings) requests for 911 service and also allow 911 applications to run on the network. This supplemental recognizes the full amount of the grant award and provides appropriation for the grant funds spent. The city will implement the service technologies as they become available in the state.

This supplemental was not included in the 2020 projection as part of the 2021 budget document as the grant was not executed until after the budget was developed.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Information Technology	Gifts & Grants Fund	205,356	0	New Appropriation

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Department \ Description - Reason for Appropriation

Judicial

2020 Technical: Courts and Detention COVID-19 Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	56,045	0	56,045	56,045	0
Total Appropriation Impact	0.00	$56,045	$0	$56,045	$56,045	$0

This technical supplemental will provide appropriation for 2020 expenditures covered by the Aurora Municipal Court & Detention COVID-19 Safety Measures grant. The municipal court had closed on March 18, 2020 and in preparation for reopening, the Court Administrator and the Presiding Judge pursued and were awarded grant funding. This funding helped them reach the goal of offering the same level of critical services to the public while preventing the spread of COVID-19 and creating peace of mind to all those who would enter the facility. The grant funds were used to fund social distancing through technology, personal protective equipment, and comprehensive sanitation.

These expenditures were projected for 2020 in the 2021 budget document.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Judicial	Gifts & Grants Fund	0	56,045	New Appropriation

2020 Technical: DOLA First Appearance Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	0	0	0	59,017	59,017
General Fund	0.00	0	0	0	0	0
Gifts & Grants Fund	0.00	81,745	0	81,745	81,745	0
Total Appropriation Impact	0.00	$81,745	$0	$81,745	$140,762	$59,017

This technical supplemental provides appropriation for 2020 to cover actual transactions eligible under the DOLA First Appearance Grant. This grant allows the city to seek reimbursement for providing no-cost legal representation to in-custody defendants for first appearances, an added expense caused by the State legislation (HB16-1309). This supplemental was projected for 2020 in the 2021 budget document. Funding for this grant was also appropriated in the 2021 budget as the grant period is set to expire on June 30, 2021.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Defender	General Fund	0	-59,017	Lapse of Appropriation
Public Defender	General Fund	0	59,017	Operating Transfer Out
Judicial	Gifts & Grants Fund	0	81,745	New Appropriation

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Department \ Description - Reason for Appropriation

Library & Cultural Services

2020 Technical: Appropriate Existing Balance in Gifts and Grants Fund for Bookmobile Purchase

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	35,004	0	35,004	0	-35,004
Total Appropriation Impact	0.00	$35,004	$0	$35,004	$0	($35,004)

This technical supplemental appropriates funds previously donated that are available in the Gift and Grants Fund balance. This supplemental appropriation, combined with the 2020 General Fund appropriation for the new Bookmobile approved as part of a 2020 budget, will provide the total funding required to complete the purchase of the Bookmobile. This supplemental was reflected in 2020 projections within the 2021 budget document.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Library & Cultural Services	Gifts & Grants Fund	0	35,004	New Appropriation

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Department \ Description - Reason for Appropriation

Non-Departmental

2020 Technical: CARES Appropriation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	33,882,755	0	33,882,755	33,882,755	0
Total Appropriation Impact	0.00	$33,882,755	$0	$33,882,755	$33,882,755	$0

This supplemental will appropriate the $33.9 million in CARES funds received in 2020. This technical supplemental was projected as such in the 2020 projection of the 2021 budget document. Approximately $4.4 million will be used to cover costs in the General Fund in 2021 that weren't able to be expensed by year-end. That amount will be in a separate supplemental.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	Gifts & Grants Fund	0	33,882,755	New Appropriation

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Department \ Description - Reason for Appropriation

Parks, Recreation & Open Space

2020 Technical: Grant Funded Purchase of Land for Buckley Buffer Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	0	591,000	591,000	591,000	0
Total Appropriation Impact	0.00	$0	$591,000	$591,000	$591,000	$0

This supplemental will appropriate Arapahoe County grant funding for the purchase of land to create additional buffer near Buckley AFB. City Council approved the land purchase at regular council meeting on June 1st, 2020. Grant funds in the amount of $591,000 were received and booked in the Gifts and Grants Fund in December 2020. This supplemental was not included in the 2020 projection as part of the 2021 budget document due to the timing of the project.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Parks, Recreation & Open Space	Gifts & Grants Fund	591,000	0	New Appropriation

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Department \ Description - Reason for Appropriation

Planning & Development Services

2020 Technical: Appropriate 13th Ave Corridor Study

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	295,000	295,000	295,000	0
Total Appropriation Impact	0.00	$0	$295,000	$295,000	$295,000	$0

This Technical supplemental will appropriate funding to conduct a corridor-wide multimodal mobility study, generally along 13th Avenue between the High Line Canal Trail on the east (just east of Chambers Road), and Yosemite Street via 12th Avenue on the west. The final report will include phasing, conceptual design, a cost estimate and funding strategies for delivering transportation improvements. Total project budget is $500,000 ($295,000 state grant and $205,000 local transportation improvement program match funds). The match was previously appropriated in Public Works and will be transferred to Planning for management of this project.

The intergovernmental agreement (IGA) for this project was approved at the 09/14/2020 Regular City Council Meeting. The agreement and option letter for this grant were not fully executed at the time of 2021 budget preparation and it was not included in the 2020 projection.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-205,000	0	Lapse of Appropriation
Planning & Development Services	Capital Projects Fund	500,000	0	New Appropriation

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Department \ Description - Reason for Appropriation

Police

2020: One-time Subsidy for Victim Assistance Program

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	0	0	0	183,930	183,930
Marijuana Tax Revenue Fund	0.00	183,930	0	183,930	0	-183,930
Total Appropriation Impact	0.00	$183,930	$0	$183,930	$183,930	$0

This supplemental will provide appropriation for a one-time transfer of marijuana tax revenue to the Victim Assistance program in the Designated Revenues Fund to shore up program shortages in 2020.

The Victim Assistance program is largely funded by court surcharge revenue, which was impacted by a sudden decline in issued tickets in mid-2020. Since then, the number of issued tickets has increased. In addition, adjustments to the court surcharge revenue allocation have resulted in a larger share of revenue allocated to the Victim Assistance program beginning in 2021. This will help ensure continued funding of this program.

This supplemental was included in the 2020 projection as part of the 2021 budget document and approved by Council at the October 12, 2020 study session

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	Marijuana Tax Revenue Fund	0	183,930	Operating Transfer Out

2020: Police Attrition Buyout

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	351,655	0	351,655	0	-351,655
Total Appropriation Impact	0.00	$351,655	$0	$351,655	$0	($351,655)

In 2020, the Police Department experienced increased attrition to include twice the number of Civil Service retirements compared to the last couple years at 40. The resulting buyout of leave far exceeded previous experience and department budget.

This high level of attrition was not expected and was not included in the 2020 projection as part of the 2021 budget document.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Police	General Fund	0	351,655	New Appropriation

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Department \ Description - Reason for Appropriation

Public Defender

2020 Technical: Public Defender Attorney COVID-19 Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	5,637	0	5,637	84,755	79,118
Total Appropriation Impact	0.00	$5,637	$0	$5,637	$84,755	$79,118

This technical supplemental will provide appropriation for 2020 expenditures covered by the Coronavirus Emergency Supplemental Funding granted to the Aurora Public Defender's Office. Granted funds are to cover an attorney to help address the anticipated workload increase from new arrests and bail hearings; newly unemployed citizens who cannot afford counsel and hundreds of ongoing cases that were continued, compounding overall workload. The grant period is 4/24/2020 through 1/31/2022. These expenditures were projected for 2020 and included in the 2021 budget document.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Defender	Gifts & Grants Fund	0	5,637	New Appropriation

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Department \ Description - Reason for Appropriation

Public Works

2020: Additional Expenditures in the Development Review and Fleet Funds

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Development Review Fund	0.00	1,715,679	0	1,715,679	0	-1,715,679
Fleet Management Fund	0.00	77,363	0	77,363	0	-77,363
Total Appropriation Impact	0.00	$1,793,042	$0	$1,793,042	$0	($1,793,042)

This supplemental appropriation will cover costs incurred in 2020 in the Development Review Fund to respond to increased workload surrounding development activity, including overhire personnel; overtime; credit card fees; leave buyouts; and contracted inspection and development review services.

This supplemental will also appropriate fund balance to cover costs incurred in 2020 in Fleet Management for the purchase and implementation of the FuelMaster software program in response to 2019 audit findings.

This supplemental was included in the 2020 projection as part of the 2021 Adopted Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Fleet Management Fund	0	77,363	New Appropriation
Public Works	Development Review Fund	0	1,715,679	New Appropriation

2020: Appropriate Nine Mile Bike & Pedestrian Bridge Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	596,220	596,220	596,220	0
Total Appropriation Impact	0.00	$0	$596,220	$596,220	$596,220	$0

This supplemental will appropriate federal funding for the design phase of the Nine Mile Bike & Pedestrian Bridge Project as part of a grant received from the Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP). The project will construct a pedestrian and bicycle bridge that will span Colorado State Highway 83 (Parker Road) west of I-225. The bridge will provide a much safer and more convenient connection between the RTD Nine Mile Rail and Bus Station, adjacent residential, business developments, and The Point at Nine Mile Station. This supplemental will appropriate $596,200 in federal funding for the design phase. The local match has been previously appropriated. The construction phase will be appropriated in a future supplemental. Total project budget is $7.4 million ($4.4 million federal grant and $3.0 million local match funds).

The intergovernmental agreement (IGA) for this project was approved at the June 1, 2020 Regular City Council Meeting. The agreement and option letter for this grant were not fully executed at the time of 2021 budget preparation and it was not included in the 2020 projection.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	596,220	0	New Appropriation

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Attachment D

Attachment D
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Department \ Description - Reason for Appropriation

Aurora Water

2021 Technical: PCN Re-Allocation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Wastewater Fund	-0.25	-17,865	0	-17,865	0	17,865
Water Fund	0.25	17,865	0	17,865	0	-17,865
Total Appropriation Impact	0.00	$0	$0	$0	$0	$0

This is a technical adjustment to re-allocate FTE and operating costs between funds (Water and Wastewater). An internal review of Aurora Water's organization and service programs identified activities shared by Water and Wastewater Funds. Business functions were reviewed, and organizational efficiencies and operational improvements were identified to enhance the department's multiple service utilities (Water, Sewer and Storm).

This supplemental was not previously reviewed by Council.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Aurora Water	Wastewater Fund	0	-28,584	Lapse of Appropriation
Aurora Water	Water Fund	0	-42,879	Lapse of Appropriation
Aurora Water	Wastewater Fund	0	10,719	New Appropriation
Aurora Water	Water Fund	0	60,744	New Appropriation

2021: Add 1.0 FTE Water Conservation Specialist

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Water Fund	1.00	89,481	0	89,481	0	-89,481
Total Appropriation Impact	1.00	$89,481	$0	$89,481	$0	($89,481)

Beginning in 2013, Water Conservation has provided low-water use landscapes at no cost to income-qualified homeowners. While commercial landscapers were utilized during the first five years of this program, for the past two years, these landscapes were installed by a non-profit organization, CommunityWorks, which required unforeseen oversight from Water Conservation staff to manage the installations to meet city code. In 2021, CommunityWorks informed Aurora Water that they would be unable to provide this service due to funding and personnel reductions. For GreatScapes to remain a viable and achievable program, Water Conservation requires this position to manage the program from customer application through installation. Water Conservation will utilize contract landscapers for installation in 2021, and will analyze the effectiveness of this approach. Should contract landscapers not meet the program standards, budget and timelines, Water Conservation will utilize contingent employees for landscape installation in following years. Either approach provides a more consistent and high-quality product for the customers, as well as improved communications with the customer throughout the design, installation and maintenance education process. If CommunityWorks is able to assist with some installations in future years, this position would manage that relationship. This position will also provide an additional resource for the ongoing maintenance of the Water-Wise Garden at the AMC and will act as the customer liaison for the Water-wise rebate program. This position is projected to save Aurora Water approximately 101 acre feet annually, which would offset water acquisitions that, utilizing recent water rights purchase costs, would have cost over $2 million. This results in a ROI of less than two weeks. Additional soft-costs for this position will include uniform, safety shoes, PPEs, laptop computer and accessories and additional tools.

This supplemental was not previously reviewed by Council.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Aurora Water	Water Fund	0	89,481	New Appropriation

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Department \ Description - Reason for Appropriation

Aurora Water

2021: Add 1.0 FTE Water Resources Specialist

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Water Fund	1.00	91,481	0	91,481	0	-91,481
Total Appropriation Impact	1.00	$91,481	$0	$91,481	$0	($91,481)

A new Water Resource Specialist FTE is necessary to address the growing need for water acquisitions, raw water accounting and operations, legal and engineering analysis, and storage development to ensure the Water Department can provide dependable and sustainable water into the future. This position is needed to address the growing need for water and water accounting, not only to keep up with the population growth and need as more land is annexed into City limits, but also the growing complexity and magnitude of the raw water accounting requirements of Water Court as new raw water supplies are changed for Municipal use. The primary means of obtaining water is through the acquisition of senior agricultural water rights. The timing of a potential acquisition is entirely in the control of the seller. Competition for water rights is increasing. Most other municipalities and many developers on the Front Range are also looking to acquire water. Once an agricultural right has been acquired by a municipality or developer, there is almost no chance of that water right returning to the market. Therefore, we need to be able to pursue an acquisition when it comes on the market, not when it is convenient. We are sadly confident that most of the opportunities we miss today will not come again. Because of our future need for water and the fact that these acquisitions cannot be delayed, Water Resources has been increasing the pace of our water acquisitions as much as possible. Current staff are currently over extended and need additional staff to get new deals and assist with current deals that are being negotiated. Water rights accounting is critical to the daily operations of water. Water Resources manages and operates over 300 water rights from three different basins. The accounting must be submitted to the State Division of Water Resources in daily, weekly, monthly, and yearly formats. It is extraordinarily complex and complicated. Accounting includes not only the tracking of water, but also understanding and applying multiple agreement and Water Court decreed terms and conditions.

This supplemental was not previously reviewed by Council.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Aurora Water	Water Fund	0	91,481	New Appropriation

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Department \ Description - Reason for Appropriation

Aurora Water

2021: Add 2.0 FTE Treatment Technicians

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Water Fund	2.00	125,430	0	125,430	0	-125,430
Total Appropriation Impact	2.00	$125,430	$0	$125,430	$0	($125,430)

Add 2.0 FTE to address the need for entry level operators and take advantage of both internal candidates and the current labor market to address the shortage of Certified "A" Water Treatment Plant Operators. A review of the treatment staff was completed in 2019. It was determined that 4 additional staff were needed over the following 3 years. One FTE was added to the 2020 budget. This supplemental request is to add two more of these positions in the Spring Supplemental.

The Treatment Division recently completed a Business Case Study, approved by the department and in concert with H.R., that identified the need to recruit and train an in-house Operations staff for Certified Operator retention and recruitment. One of the issues identified during the process is the fact there is no opportunity or career path in Aurora Water that allows entry level Operators to be hired as an entry level Water Treatment Operator and progress through the certification process - this is a position that experiences a lot of turnover. There is a lot of competition for certified operators. Adding additional positions at an entry level position will allow us to “grow” our own operators in house and help keep qualified staff operating our treatment facilities. These entry level positions will not be able to operate the facilities independently, but will instead allow us to train operators to take on those responsibilities after obtaining required certifications. Utilities that have implemented “grow your own” programs for treatment plant operators report significant improvement in recruitment and retention. With the current number of operator vacancies, we will struggle to operate our treatment facilities during peak-demand summer months and urgently need to create a training program to try and avoid the same problem in future years. Soft costs include uniforms, safety shoes, possible corrective eyewear for PPE, and certification reimbursements.

This supplemental was not previously reviewed by Council.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Aurora Water	Water Fund	0	125,430	New Appropriation

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Department \ Description - Reason for Appropriation

City Council

2021 Technical: Carry Forward for Unused City Council Travel

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	45,846	0	45,846	0	-45,846
Total Appropriation Impact	0.00	$45,846	$0	$45,846	$0	($45,846)

This supplemental will carry forward unused 2020 travel budget of $45,800 for use in 2021. Per City Council policy, the unused amount of the annual travel budget allocation can be carried forward to be used in the next year.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
City Council	General Fund	0	45,846	New Appropriation

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Department \ Description - Reason for Appropriation

Communications

2021 Technical: Communications Department Reorganization

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	-1.00	0	0	0	0	0
Total Appropriation Impact	-1.00	$0	$0	$0	$0	$0

Human Resources has approved a reorganization plan for the Communications Department. Key items include the creation of a deputy director position and several internal equity adjustments, all offset by the reduction of 2.0 FTE. 1.0 FTE is eliminated in this supplemental while 1.0 FTE is transferred to Housing and Community Services as part of the Office of Diversity, Equity and Inclusion - Community Relations Reorganization Supplemental included in this packet.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Communications	General Fund	0	-123,447	Lapse of Appropriation
Communications	General Fund	0	123,447	New Appropriation

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Court Administration

2021 Technical: CAFFE Grant Extension

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	16,080	0	16,080	0	-16,080
Total Appropriation Impact	0.00	$16,080	$0	$16,080	$0	($16,080)

This technical supplemental will provide appropriation for the unspent balance of the 2019 grant award. The National League of Cities (NLC) awarded the City of Aurora funds totaling $38,300 in 2019 to conduct an assessment of the impact of municipal fines and fees on residents as part of the NLC's Cities Addressing Fines and Fees Equitably (CAFFE) initiative. These funds are to be spent over the grant period of April 1, 2019 - March 31, 2021. The grant period was extended from June to December of 2020 and then again to the end of March 2021 by the NLC due to the COVID-19 pandemic and the resulting economic crisis.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Court Administration	Gifts & Grants Fund	0	16,080	New Appropriation

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Department \ Description - Reason for Appropriation

General Management

2021 Technical: Move Development Process Improvement Manager from Public Works to General Management

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Development Review Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	$0	$0	$0	$0	$0

This technical supplemental will transfer the 2021 budget for 1.0 FTE Manager position from Public Works to General Management as part of the creation of the Office of Process Improvement. This manager will fill the role of the Development Process Improvement Manager as a critical position in implementing short and long-term process improvement strategies in all areas and across multiple departments integral to the city's Development Review process. The creation of this leadership role was described as a high-priority recommendation in the Development Review Process Update Study conducted by Bohannan Huston, Inc.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Development Review Fund	0	-159,307	Lapse of Appropriation
General Management	Development Review Fund	0	159,307	New Appropriation

2021 Technical: Move Special Projects Manager from Finance to General Management

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	$0	$0	$0	$0	$0

This technical supplemental will transfer the 2021 budget for the 1.0 FTE Special Projects Manager position from Finance to General Management in order to align with organizational reporting changes.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Finance	General Fund	0	-146,372	Lapse of Appropriation
General Management	General Fund	0	146,372	New Appropriation

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General Management

2021 Technical: Office of Diversity, Equity and Inclusion - Community Relations Reorganization

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	0	0	0	0	0
Gifts & Grants Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	$0	$0	$0	$0	$0

This technical supplemental will transfer 2021 budgets and FTE authorization to and from various departments in order to align with organizational reporting changes involving the Office of Diversity, Equity, and Inclusion (DEI) and the associated Community Relations Division. It also addresses other unrelated organizational needs without additional funding requirements as this supplemental has no financial impact and no net change to the number of FTE authorizations.

The central item is the transfer of the Community Relations Division from DEI to the existing Community Relations Section in the Police Department. The intent is to help foster both working relationships and the relationship between the community and the Police Department. As a result of this and the Communications reorganization, 2.0 FTE are able to be repurposed. One will be transferred to Housing and Community Services to fulfill the need for an additional Neighborhood Liaison and the other will transfer to DEI to fulfill the need for a DEI Officer.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
General Management	General Fund	0	-331,952	Lapse of Appropriation
General Management	Gifts & Grants Fund	0	-13,552	Lapse of Appropriation
Housing and Community Services	General Fund	0	-1,430	Lapse of Appropriation
Police	General Fund	0	-997	Lapse of Appropriation
General Management	General Fund	0	155,575	New Appropriation
Housing and Community Services	General Fund	0	89,942	New Appropriation
Human Resources	General Fund	0	3,649	New Appropriation
Human Resources	Gifts & Grants Fund	0	1,294	New Appropriation
Parks, Recreation & Open Space	Gifts & Grants Fund	0	1,630	New Appropriation
Police	General Fund	0	85,213	New Appropriation
Police	Gifts & Grants Fund	0	10,628	New Appropriation

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Department \ Description - Reason for Appropriation

Housing and Community Services

2021 Technical: Re-Appropiate Affordable Housing Seed Funding

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	1,047,078	0	1,047,078	0	-1,047,078
Total Appropriation Impact	0.00	$1,047,078	$0	$1,047,078	$0	($1,047,078)

This technical adjustment will re-appropriate $1.0 million that was budgeted but not spent in 2020 for Affordable Housing. This unspent funding was included in the 2020 Adopted Budget as year two of one-time seed funding to provide Aurora residents with affordable housing opportunities. It is anticipated that this full amount will be spent in 2021 as the department has several upcoming initiatives to provide Aurora residents with affordable housing opportunities.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	General Fund	0	1,047,078	New Appropriation

2021: Youth Violence Prevention Program

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	-1,130,539	0	-1,130,539	-1,130,539	0
Marijuana Tax Revenue Fund	6.00	0	0	0	0	0
Total Appropriation Impact	6.00	($1,130,539)	$0	($1,130,539)	($1,130,539)	$0

This supplemental will provide appropriation for the Youth Violence Prevention Program. This new program will be entirely funded by the 1.0% special sales tax rate on retail marijuana, which is projected to generate $1.1 million in 2021. Of this total, funding of $531,400 will cover the personnel costs associated with 1.0 FTE Youth Violence Prevention Manager position required to collaborate with city departments, community mental health agencies, and school districts to ensure that juvenile system agencies and the program are all coordinating efforts regarding at risk juveniles and 5.0 FTE Youth Violence Prevention Outreach Specialist positions required to provide a bridge between the community, gang-involved youth and families, and various agencies that respond to the problem of community youth violence. In addition, this supplemental will provide program operating funding of $125,000 and $474,100 to support community service agencies and programs directly related to youth violence prevention.

The Youth Violence Prevention Program set aside was originally budgeted in the Designated Revenues Fund. This supplemental will make the necessary adjustments to provide appropriation as discussed by Council at the October 12, 2020 study session.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	Designated Revenues Fund	0	-1,130,539	Lapse of Appropriation
Non-Departmental	Marijuana Tax Revenue Fund	0	-1,130,539	Operating Transfer Out
Housing and Community Services	Marijuana Tax Revenue Fund	0	1,130,539	New Appropriation

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Department \ Description - Reason for Appropriation

Information Technology

2021: Add 1.0 FTE Business Solutions Architect

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	1.00	38,013	0	38,013	0	-38,013
Total Appropriation Impact	1.00	$38,013	$0	$38,013	$0	($38,013)

This supplemental will add 1.0 FTE Business Solutions Architect to continue to develop and maintain the Microsoft Office 365 suite productivity tools that facilitated the city's move to remote working and allows access to work products from anywhere. Since 2020, this work has been conducted through a professional services contract at a markup rate, using one-time budget. The addition of an FTE is a more cost-effective solution to address this ongoing need. The cost of the FTE is partially offset by personnel savings in other areas.

This supplemental was not previously reviewed by Council. The ongoing need for this position associated with a remote working environment was not fully understood at the time the 2021 budget was developed.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Information Technology	General Fund	0	-83,622	Lapse of Appropriation
Information Technology	General Fund	0	121,635	New Appropriation

2021: Contingent Project Coordinator to FTE Conversion

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	1.00	0	0	0	0	0
Total Appropriation Impact	1.00	$0	$0	$0	$0	$0

This supplemental converts a contingent project coordinator position to a full-time employee (FTE) position at net zero cost to the budget. This will allow the department to address an ongoing need associated with increased project demands to include after-hour support of the city's new legislative management software for City Council and Boards and Commissions meetings.

This FTE conversion was not previously reviewed by Council because the demand for this position occurred with the implementation of the legislative management software in the past three months.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Information Technology	General Fund	0	-64,657	Lapse of Appropriation
Information Technology	General Fund	0	64,657	New Appropriation

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Non-Departmental

2021 Technical: CARES Appropriation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	4,361,257	0	4,361,257	0	-4,361,257
Total Appropriation Impact	0.00	$4,361,257	$0	$4,361,257	$0	($4,361,257)

While spending CARES Funding, $4.4 million of the amount was not able to be spent by year-end. This amount was saved in 2020 in the General Fund to be re-appropriated in 2021.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	General Fund	0	4,361,257	New Appropriation

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Department \ Description - Reason for Appropriation

Parks, Recreation & Open Space

2021 Technical: Transfer Funds to Art in Public Places in the Cultural Services Fund

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Conservation Trust Fund	0.00	0	2,542	2,542	0	-2,542
Cultural Services Fund	0.00	0	0	0	7,138	7,138
Parks Development Fund	0.00	0	2,128	2,128	0	-2,128
Total Appropriation Impact	0.00	$0	$4,670	$4,670	$7,138	$2,468

Per City ordinance, one percent of funds used for certain construction and remodeling projects with budgets over $100,000 are dedicated to funding Art in Public Places (AIPP). This is a transfer of funds committed to the AIPP program in the Cultural Services Fund from the Conservation Trust Fund and the Parks Development Fund and is based on qualifying construction expenses totaling $713,800. This supplemental was not included in the 2021 budget due to the timing of the projects.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Parks, Recreation & Open Space	Parks Development Fund	-58	0	Lapse of Appropriation
Parks, Recreation & Open Space	Conservation Trust Fund	-2,410	0	Lapse of Appropriation
Parks, Recreation & Open Space	Parks Development Fund	2,186	0	Operating Transfer Out
Parks, Recreation & Open Space	Conservation Trust Fund	4,952	0	Operating Transfer Out

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Planning & Development Services

2021 Technical: Transfer Funding for NAAG Program from General Fund to Cultural Services Fund

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Cultural Services Fund	0.00	135,000	0	135,000	135,000	0
General Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	$135,000	$0	$135,000	$135,000	$0

This technical supplemental will make the necessary budget adjustments to allow for the administration of the North Aurora Arts Grant (NAAG) program in the Cultural Services Fund. The funds are currently budgeted in the General Fund within Development Services. For 2021, Development Services and Cultural Division will work together to administer the NAAG operating and project grants program. The goal of this program is to support overall redevelopment in the Fletcher Plaza Urban Renewal Area (the Arts District) and to increase area activity and visits.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Planning & Development Services	General Fund	0	-135,000	Lapse of Appropriation
Planning & Development Services	General Fund	0	135,000	Operating Transfer Out
Library & Cultural Services	Cultural Services Fund	0	135,000	New Appropriation

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Police

2021 Technical: Re-Appropriate New Target System for Police Training Academy

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	180,000	0	180,000	0	-180,000
Total Appropriation Impact	0.00	$180,000	$0	$180,000	$0	($180,000)

This supplemental request will re-appropriate $180,000 that was budgeted but not spent in 2020 for a target system used by the Police Academy to train new officers. The current target system has not been replaced since 2003. The unspent funding is available for one-time re-appropriation.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Police	General Fund	0	180,000	New Appropriation

2021: Court Surcharge Program Adjustments

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	-2.00	-461,383	0	-461,383	-115,193	346,190
General Fund	2.00	319,734	0	319,734	408,687	88,953
Total Appropriation Impact	0.00	($141,649)	$0	($141,649)	$293,494	$435,143

Declining court surcharge revenues and the elimination of the Photo Red Light Program at the end of 2018 have resulted in projected revenues that fall behind court surcharge program costs in the five-year forecast. The unanticipated revenue decline in 2020, fueled by the COVID-19 pandemic and racial tensions within the community, has accelerated depletion of the fund balance.

This revenue shortfall has prompted City Council to re-imagine court surcharge program funding and adjust appropriations as included in this supplemental. The major changes are as follows:

- Portions of Aurora for Youth, including 1.0 FTE Patrol Officer will be funded out of the General Fund while agencies will compete for Youth Violence Prevention funds in the Marijuana Tax Revenue Fund
- 1.0 FTE Victim Assistance Supervisor will be moved to the General Fund
- Nexus programs serving the homeless will initially be funded by fund balance from the 2% marijuana sales tax funding dedicated to homelessness and then compete in the next RFP process

These adjustments were approved by Council at the October 12, 2020 study session.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Judicial	Designated Revenues Fund	0	-33,353	Lapse of Appropriation
Non-Departmental	Designated Revenues Fund	0	-500,000	Lapse of Appropriation
Police	Designated Revenues Fund	0	-604,017	Lapse of Appropriation
Non-Departmental	General Fund	0	-165,193	Operating Transfer Out
Police	General Fund	0	50,000	Operating Transfer Out
Police	Designated Revenues Fund	0	408,687	Operating Transfer Out
Non-Departmental	Designated Revenues Fund	0	267,300	New Appropriation
Police	General Fund	0	434,927	New Appropriation

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Public Defender

2021: Public Defender Equity Review Pay Increases

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	56,888	0	56,888	0	-56,888
Total Appropriation Impact	0.00	$56,888	$0	$56,888	$0	($56,888)

At the request of the Chief Public Defender, Human Resources (HR) completed a market review for all Public Defender Attorney positions. As a result of the study, HR is recommending pay adjustments ranging from 7.6% to 8.5% for all 10 Attorneys to include the Chief Public Defender, Chief Deputy Public Defender, Deputy Public Defender II and Deputy Public Defender I positions. This supplemental provides funding to cover pay adjustments effective 1/30/2021 in accordance with the HR recommendation memo. The Public Defenders Commission is in support of this request. The Chief Public Defender will bring this request forward for review at the Management and Finance Committee meeting on March 23, 2021.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Defender	General Fund	0	56,888	New Appropriation

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Public Works

2021 Technical: Appropriate and Activate Non-Departmental FTE

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Development Review Fund	0.00	565,358	0	565,358	0	-565,358
Total Appropriation Impact	0.00	$565,358	$0	$565,358	$0	($565,358)

This supplemental will fund activation of four of the designated Non-Departmental FTE positions to meet the workload demands in the Engineering Development Review division including 1.0 Engineering Supervisor, 2.0 Senior Engineers and 1.0 Project Engineer. The 2020 workload numbers showed an increase over historic averages for the number of civil plan sets reviewed requiring additional resources.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Development Review Fund	0	565,358	New Appropriation

2021 Technical: Appropriate Developer Reimbursement

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	77,305	77,305	77,305	0
Total Appropriation Impact	0.00	$0	$77,305	$77,305	$77,305	$0

This supplemental will appropriate developer reimbursement received for a cost share of the signal constructed at Smoky Hill and Powhaton.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	77,305	0	New Appropriation

2021 Technical: Ptarmigan Park Fence Repairs

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	4,960	0	4,960	0	-4,960
Total Appropriation Impact	0.00	$4,960	$0	$4,960	$0	($4,960)

This technical supplemental will appropriate existing funding for repairs to Ptarmigan Park Fence for several panels that required replacement after being struck by a vehicle. Ptarmigan Park Fence is part of a Special Improvement District (SID) and annual assessments to property owners fund an Operating and Maintenance (O&M) account that was used to pay for these repairs. While a cash balance exists, this supplemental is necessary to provide appropriation of that cash. The city is pursuing the responsible party for reimbursement of these costs.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Designated Revenues Fund	0	4,960	New Appropriation

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Department \ Description - Reason for Appropriation

Public Works

2021: Appropriate 25th Avenue Pedestrian Improvement Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	391,000	391,000	391,000	0
Total Appropriation Impact	0.00	$0	$391,000	$391,000	$391,000	$0

This supplemental will appropriate federal funding for the construction phase of pedestrian improvements on 25th Avenue as part of a grant received from the Denver Regional Council of Governments (DRCOG) Community Mobility Planning and Implementation (CMPI) set-aside. The project will construct a pedestrian boulevard on the north side of 25th Avenue between Fulton Street and Iola Street. The work includes relocating the existing curb line to narrow the existing cross-section of the street. This project is anticipated to cost a total of $488,800 for construction with $391,000 from federal grant funds and $97,800 in local matching funds that are already appropriated. This IGA was approved at the November 16, 2020 Council Meeting.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-97,750	0	Lapse of Appropriation
Public Works	Capital Projects Fund	488,750	0	New Appropriation

2021: Appropriate Cost Share for Alameda Gun Club Study IGA

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	350,000	350,000	0	-350,000
Total Appropriation Impact	0.00	$0	$350,000	$350,000	$0	($350,000)

This supplemental will appropriate $350,000 for the city's cost share for a joint project with Arapahoe County to complete an alternatives analysis and concept design for the widening of Gun Club Road from Mississippi Ave to 6th Parkway. Alameda Ave from Harvest Rd to Gun Club Rd will be included as an alternate in the project pending availability of overall project budget. The project will address local access, stream crossing(s), major intersection configurations, and include conceptual design. Public meetings and communication will also be included as part of the project. Funding will be split 50/50 between the County and the City, with a total cap of $700,000 for the project. The city's contribution will come from impact fees collected for this area. The IGA for this project was reviewed at the March 1, 2021 City Council Study Session.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	350,000	0	New Appropriation

Attachment D
2021 Spring Amendment Ordinance
2021 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

2021: Appropriate Montview Final Design Developer Contribution

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	1,800,000	1,800,000	1,800,000	0
Total Appropriation Impact	0.00	$0	$1,800,000	$1,800,000	$1,800,000	$0

This supplemental will appropriate developer funding for the final design of Montview Boulevard within the Fitzsimons Campus. An intergovernmental agreement (IGA) has been executed to allow Aimco to front the $1.8 million cost for the final redesign of Montview Blvd. from Peoria St. east to Fitzsimons Pkwy. This IGA was approved at the December 7th, 2020 Council meeting

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	1,800,000	0	New Appropriation

MANAGEMENT FINANCE COMMITTEE MEETING
March 25, 2021

2021 SPRING SUPPLEMENTAL

Summary of Issue and Discussion

Kerstin Claspell, Lead Budget Analyst gave a brief overview. The 2021 Spring Supplemental Ordinance appropriates amounts for a number of operating expenditures and capital projects that require appropriations and inter-fund transfers in the funds listed in the attachment. This ordinance impacts the 2020 and 2021 budget years. Items for 2020 represent financial activities that have already occurred.

One of the first steps of the annual budget process is to prepare an updated projection of current year requirements. Some requirements that had been identified in the 2020 projection prepared for the 2021 Adopted Budget were reviewed and appropriated as part of the 2020 Fall Supplemental process. Others were deferred, as departments are often able to offset the impact, either partially or entirely. Most of the requests included for 2020 in this 2021 Spring Supplemental request were identified and included in the 2020 projection in the 2021 budget document.

Many of the requests included in this supplemental process are technical. Technical items are typically budget lapses (reductions) or reallocations, zero-dollar amendments with appropriation offset by revenue, or accounting and other adjustments. These items are indicated by including "technical" in the title and may or may not have been reviewed by Council. Most items have been previously reviewed by Council or Council Committee. Council review includes items included in the 2020 projection and reviewed as part of the 2021 Adopted Budget process, as well as items reviewed at either a Council Committee meeting or City Council meeting. Council review details are included in the narrative for the supplemental request.

The attachments included for this agenda item reflect summary and detail information regarding the requested appropriation changes for each fund and department. Transfers result in a move of funding from one fund to another. The details of these appropriation amendments are found in:

- Attachment A: 2020 Appropriation Summaries by Fund;
- Attachment B: 2021 Appropriation Summaries by Fund;
- Attachment C: 2020 Appropriation Detail by Fund; and
- Attachment D: 2021 Appropriation Detail by Fund.

As noted, the spring process covers two budget years. The following discussion will identify and focus on significant changes included for each budget year by fund, rather than the list in its entirety. Please see attachments C and D for the details on each request.

2020 Supplemental Amendments

Significant one-time supplemental items in all funds include:

- The appropriation of **$33.9 million** in CARES funds and **$591,000** for the purchase of land to create additional buffer near Buckley AFB in the Gifts and Grants Fund. CARES Act funding was included in the 2020 projection whereas the Buckley buffer grant was not due to the timing of the project.
- The appropriation of **$29.8 million** for water rights acquisitions in the Water Fund. This item was included in the 2020 projection, although the actual amount needed was higher.
- Appropriations totaling **$1.7 million** for costs incurred to respond to an increased workload surrounding development activity in the Development Review Fund. This item was included in the 2020 projection.
- The appropriation of **$596,900** for the Homelessness Program in the Marijuana Tax Revenue Fund to align the 2020 appropriation with final 2020 collections of the 2.0% marijuana sales tax set aside. This supplemental was included in the 2020 projection, although revenues came in higher than anticipated.
- The appropriation of **$596,200** in federal funding for the design phase of the Nine Mile Bike and Pedestrian Bridge Project in the Capital Projects Fund. This item was not included in the 2020 projection due to the timing of the project.

2021 Supplemental Amendment Requests

Significant supplemental items include the addition of a net 11.0 FTE across various departments:

- 1.0 FTE Youth Violence Prevention Manager and 5.0 FTE Youth Violence Prevention Outreach Specialists to initiate the Youth Violence Prevention Program in Housing and Community Services.
- 1.0 FTE Business Solutions Architect to support remote work and 1.0 FTE Project Coordinator contingent conversion to address increased project demands in Information Technology.
- 1.0 FTE Water Conservation Specialist to continue to provide low-water-use landscapes at no cost to income-qualified homeowners, 1.0 FTE Water Resources Specialist to address the growing need for water acquisitions, and 2.0 FTE Treatment Technicians to address the need for entry-level operators in Aurora Water.
- The net elimination of 1.0 FTE associated with a reorganization in Communications.

Other significant supplemental items in all funds include:

- The appropriation of **$1.8 million** for the developer-funded final design of Montview Boulevard within the Fitzsimons Campus in the Capital Projects Fund.
- The appropriation of **$1.1 million** for the Youth Violence Prevention Program in the Marijuana Tax Revenue Fund, including 6.0 FTE.

- The re-appropriation of **$1.0 million** for affordable housing seed funding that was budgeted but not spent in 2020 and the appropriation of **$4.4 million** in CARES funds not spent in 2020 in the General Fund.
- The appropriation of **$565,400** for the activation of 4.0 FTE in the Development Review Fund to meet the workload demands in the Engineering Development Review division.

Detail behind all supplemental items can be found in Attachments C and D.

Does Council recommend sending this item forward to Study Session?

Committee Discussion
There were no questions.

Outcome
The Committee recommended the item move forward to Study Session.

Follow-up Action
Staff will forward the item to Study Session.

TO: **Doug Wilson, Chief Public Defender**

FROM: **Tawny Kemerling, Classification and Compensation Analyst**
Ryan Lantz, Deputy Director of Human Resources

DATE: **January 26, 2021**

SUBJECT: **Public Defenders Pay Adjustments**

Human Resources (HR) completed an assessment and analysis of Chief Public Defender Doug Wilson's request for a market study and pay adjustment for the following positions:

- Deputy Public Defender I
- Deputy Public Defender II
- Chief Deputy Public Defender
- Chief Public Defender.

After a market review, and factoring in the ongoing compensation assessment project, HR supports Wilson's increase to Public Defender pay by the amounts listed below. Further analysis and compensation marketing will continue in the compensation assessment project with an expected future adjustment to the position's salary midpoint and ranges.

PCN	NAME	Current Annual	New Annual	Difference (Increase)	Current Rounded	New Rounded	Rounded Difference
130017	Deputy Public Defender I	$66,997	$72,092	$5,095	$67,000	$72,000	$5,000
130018	Deputy Public Defender I	$71,567	$76,662	$5,095	$72,000	$77,000	$5,000
130007	Deputy Public Defender I	$71,439	$76,534	$5,095	$72,000	$77,000	$5,000
130011	Deputy Public Defender I	$71,439	$76,534	$5,095	$72,000	$77,000	$5,000
130004	Deputy Public Defender II	$85,225	$90,320	$5,095	$85,500	$90,500	$5,000
130012	Deputy Public Defender I	$66,997	$72,092	$5,095	$67,000	$72,000	$5,000
130023	Deputy Public Defender I	$66,997	$72,092	$5,095	$67,000	$72,000	$5,000
130001	Chief Deputy Public Defender	$104,892	$113,801	$8,909	$105,000	$113,800	$8,800
130002	Chief Deputy Public Defender	$104,892	$113,801	$8,909	$105,000	$113,800	$8,800
130005	Chief Public Defender	$148,920	$160,000	$11,080	$151,000	$160,000	$9,000
	TOTAL:			**$64,564**			**$61,600**

Next Steps:

- Department to request pay range increase.
- Upon approval of pay range increase, department completes and submits to HR analyst an Employee Action Request (EAR) form, and attach City Management approval of pay range and this memo.
- Once received HR will process completed EARs form and place into employee's file.

CITY OF AURORA
Council Agenda Commentary

Item Title: Aurora Commission for Seniors Name Change Request
Item Initiator: Joe Sack, Recreation Services Manager
Staff Source/Legal Source: Brooke Bell/Angela Garcia, Senior Assistant City Attorney
Outside Speaker: Joe Sack, Recreation Services Manager
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: 5/3/2021

Regular Meeting: 5/10/2021

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 Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizen Groups

Policy Committee Date: 2/24/2021

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.)***

Aurora Commission for Seniors, Minutes September 14, 2020, Approval of Name Change.

Approved to move item to Study Session by Public Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizen Groups Committee on February 24th, 2021.

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

Aurora Commission for Seniors requests a name change to Aurora Commission for Older Adults.

QUESTIONS FOR COUNCIL

Does City Council approve moving item forward to Regular Council Meeting?

LEGAL COMMENTS

Pursuant to Charter, Council may act by ordinance (City Charter Art. 5.1). Amendments to ordinances are permitted under Section 1-9 of the City Code. The Council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. (City Charter Art. 3-9). (Garcia)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

ORDINANCE NO. 2021- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 2-765, 2-811, 2-812, AND 2-815 OF THE CITY CODE PERTAINING TO CHANGING THE NAME OF THE COMMISSION FOR SENIORS TO THE COMMISSION FOR OLDER ADULTS

WHEREAS, a commission for seniors was created in recognition of the commitment of the city council to the senior citizens of the city and of the city policy to maintain a quality of life for its senior citizens; and

WHEREAS, the commission for seniors advises city council on such matters that shall pertain to the lives, standards of living and conditions of improving the quality of life for seniors living in the city of Aurora; and

WHEREAS, through meetings, discussions and presentations about ageism, the members of the Commission for Seniors request changing the name of the commission to the Commission for Older Adults; and

WHEREAS, as the population of older adults continues to increase, combating ageism is of paramount importance in ensuring the human rights of older adults.

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

Section 1. That section 2-765 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

The following table sets out the various authorities, boards, commissions, and committees for the city by their titles, and their location in the Code:

Title	Location
Library board	Ch. 2, art. IV, div. 6, subdiv. I
Open space board	Ch. 2, art. IV, div. 9, subdiv. II
Citizens' advisory budget committee	Ch. 2, art. V, div. 2
~~Commission for seniors~~ **Commission for Older Adults**	Ch. 2, art. VIII, div. 2

Veterans' affairs commission	Ch. 2, art. VIII, div. 3
Aurora Immigrant and Refugee Commission	Ch. 2, art. VIII, div. 4
Aurora Youth Commission	Ch. 2, art. VIII, div. 5
Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II
Cultural affairs commission	Ch. 34, art. II
Aurora Fox Arts Center Board	Ch. 34, art. III, div. 2
Art in public places commission	Ch. 34, art. IV, div. 2
Housing authority	Ch. 42, art. II
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Public defender commission	Ch. 50, art. II, div. 4
Historic preservation commission	Ch. 78, art. II
Human relations commission	Ch. 82, art. II
Parks and recreation board	Ch. 98, art. II
Golf course advisory committee	Ch. 98, art. IV, div. 2
Career service commission	Ch. 102, art. II
Civil service commission	Ch. 102, art. III
Planning and zoning commission	Ch. 106, art. II
Board of adjustment and appeals	Ch. 106, art. III
Citizens' water advisory committee	Ch. 138, art. III

Creative sign design review board	Ch. 146, art. 16

Section 2. That subsections (a) and (b) and (c) of Section 2-811 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 2-811. – Created and purpose.

(a) There is created a commission for ~~seniors~~ **older adults** in recognition of the commitment of the city council to the ~~senior citizens~~ **older adults** of the city and of the city policy to maintain a quality of life for its ~~senior citizens~~ **older adults**.

(b) The purpose of the commission is to support existing programs for ~~senior citizens~~ **older adults** and to foster the development of new programs through a lobbying and advocacy role.

(c) In recognition of its commitment to the ~~senior citizens~~ **older adults** of the city, the city council pledges to support the concerns of its ~~senior citizens~~ **older adults** in the following areas: housing, transportation, health and nutrition, recreational and educational opportunities and legal, legislation and cost containment issues.

Section 3. That subsection (a) of Section 2-812 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 2-812. – Membership, removal and compensation of members.

(a) The commission for ~~seniors~~ **older adults** shall consist of no less than seven and no greater than nine members who shall be registered electors, holding no paid or elected or appointed position with the city or any board of education. The commission shall consist of adult citizens, the majority of whom shall be 55 years of age or older, and concerned with the needs of ~~senior citizens~~ **older adults** with consideration given to their contribution and interest in ~~senior~~ **older adult** concerns.

(b) Removal of and compensation for members shall be as provided in Charter section 9-1.

(c) All members shall serve without compensation, but shall be reimbursed for all necessary expenses incurred in the discharge of their official duties.

(d) City employees holding the offices of city manager, director of community development and director of parks and open spaces or their designees shall be ex officio nonvoting members of the commission.

(e) No person may serve more than two consecutive terms of three years each.

(f) All members who have served two successive terms are eligible to become nonvoting ad hoc members for no more than three additional years.

Section 4. That section 2-815 and subsections (1), (3), (4), and (6) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 2-815. – Objectives and powers.

The commission for ~~seniors~~ **older adults** shall have the power to advise the city council concerning the following issues and objectives:

(1) Identification of existing services and unmet needs of ~~seniors~~ **older adults**.

(2) Establishment of task force committees and lobbying and advocacy services to address unmet needs.

(3) Monitoring of legislation affecting the quality of life for ~~senior citizens~~ **older adults** and providing support to local, state and federal governments in their efforts to improve the quality of life for ~~senior citizens~~ **older adults**.

(4) Recommendation of plans of action to assist in meeting the needs and concerns of ~~seniors~~ **older adults**.

(5) Establishing a cooperative role with existing service providers in the city.

(6) Developing an effective public relations program communicating the needs of ~~senior citizens~~ **older adults**.

Section 5. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 7. 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 _____, 2021.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Angela L. Garcia RLA
_____
ANGELA L. GARCIA, Sr. Assistant City Attorney

MEMORANDUM

City of Aurora

Worth Discovering • auroragov.org

To: Mayor Mike Coffman
Members of City Council

Through: Barbara Dahl, Boards and Commissions Coordinator
Joe Sack, Recreation Services Manager, Recreation Division, PROS
Brooke Bell, Director, Parks, Recreation and Open Space Department (PROS)

From: Ronald Roulhac, Staff Liaison, Aurora Commission for Seniors

Date: Monday, September 14, 2020

Subject: Aurora Commission for Seniors Request for Name Change

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The Aurora Commission for Seniors (ACS) advises the City Council and the Director of Parks, Recreation and Open Space Department on such matters as shall pertain to the lives, standard of living and condition of improving the quality of life for seniors living in Aurora.

The ACS is made up of nine members, and currently has seven current members. Through several meetings, discussions and presentations about Ageism, all seven members of the ACS would like to request a name change for the Aurora Commission for Seniors. The ACS would like to change the name to the Aurora Commission for Older Adults (ACOA).

Juanita Audre, Ward IV (Chair)
Jeannie Davis, Ward IV (Vice-Chair)
Gloria Shea Ward III (Recording Secretary)
Barbara Schneller, Ward V
Cassandra Thomas, Ward I
Christina Hollister, Ward III
Kathy Newton, Ward VI

AURORA COMMISSION FOR SENIORS (ACS)

Monday, September 14, 2020
1:00 p.m.
Aurora Center for Active Adults
30 Del Mar Circle, Aurora, CO 80011

MINUTES

ACS MEMBERS PRESENT: Jeannie Davis, Vice-Chair; Barbara Schneller, Gloria Shea, Sandy Thomas, Kathy Newton, Christina Hollister

ACS MEMBERS ABSENT: Juanita Audre

OTHERS PRESENT: Jan Hamburg, Special Services Superintendent; Ronald Roulhac, Recreation Supervisor; Lori Sanchez, Recreation Supervisor

GUEST SPEAKER: John Ralston, COA Division of Community Development

CALL TO ORDER: By Aurora Commission for Seniors Vice Chair, Jeannie Davis, at 1:03 p.m.

INTRODUCTIONS: All in attendance

ADOPTION OF ACS MINUTES: The Minutes from August 3, 2020 were approved with a motion and second by ACS members.

GUEST SPEAKER: John Ralston's department supports older adults through programs designed for better quality of life and longevity staying in their homes. Mr. Ralston introduces the program giving the three categories of funding available. HUD income parameters drive this program, these income levels vary by the census of the household. Grant or loan funding for emergency issues (sewer lines, water heater or furnace), other issues such as code violations, non-urgent concerns can be considered. All programs start with an application to COA on the Community Development website https://auroragov.org/residents/community_development. ACS member questions were answered and program pamphlets will be sent to ACS members.

LIAISON REPORTS

Aurora Center for Active Adults: Ronald Roulhac, Aurora Center for Active Adults (ACAA) Supervisor

- ACAA is submitting plans for opening some services; ACAA staff is meeting biweekly. Many **classes are** being primed for virtual presentations.

Legislative Committee: Sandy Thomas

- There is nothing new to report. The various webinars that have been forwarded to us are available to view the topics presented.

Arapahoe County Council on Aging (ACCoA): Barbara Schneller

- No report (minutes not yet available)

Senior Circle: Jeannie Davis

- Meeting is upcoming

Transportation Solutions: Christina Hollister

- Discussions are still happening. The Denver Regional Mobility Council is working on various projects. A 501C3 status pending. Discussions for more door to door services are ongoing.

Public Relations: Juanita Audre **(report given by Jeannie Davis)**

- Jeannie Davis attended the Library Board meeting; Operational Staff implement plans for each individual library. Ron will get contact information regarding the specific point person at each library. A majority of ACS members would like to be the contact person in their vicinity library; Gloria Shea has volunteered to be the contact if needed. It was approved by ACS to have Ron **give** "door Knockers" cards to the Commissioners and not plan a new bookmark. The library noted many seniors are ordering books online and stopping by for those books, the door knocker will be placed in those orders along with it being available in each library. **Ronald sated that he would communicate with the Recreation Center Supervisors and send door knockers to the them to post.**

WARD MEETINGS

- ACS members are attending or are in touch with their respective Councilpersons or at-large Councilpersons for updates on COA activities. There have been numerous personnel changes within the COA.

OLD BUSINESS

- Due to personnel changes two of the planned speakers may not be available. ACS voted to have the orientation by previous ACS **Chair** Ivy Holtz presented at the October meeting. Jeannie and Ron will reach out to Ivy and send details for the presentation. It is encouraged that ACS members review bylaws before the October meeting.

NEW BUSINESS:

- ACS members unanimously agreed to change its name to "Aurora Commission for Older Adults". **Ron Roulhac will send email to Barbara Dahl to present to Aurora City Council for approval.**

NEXT MEETING

Date: Monday, October 5, 2020
Time: 1:00 p.m.
Location: Aurora Center for Active Adults, 30 Del Mar Circle, Aurora Co. 80011

ADJOURNMENT

A motion to adjourn and a second conclude the meeting.
The motion passes at 2:45p.m.

_____ Date _____
Jeannie Davis, Vice Chair for Juanita Audre, Chair
Aurora Commission for Seniors

_____ Date _____
Gloria Shea, Commissioner and Recording Secretary

ADOPTED_____

DRAFT – Subject to Approval

PUBLIC RELATIONS, COMMUNICATIONS, TOURISM, LIBRARIES, BOARDS AND COMMISSIONS AND CITIZEN GROUPS POLICY COMMITTEE MEETING
February 24, 2021

Members Present: Council Member Alison Coombs, Chair
Council Member Juan Marcano, Vice-Chair
Council Member Crystal Murillo

Others Present: Jeannie Davis, Joe Sack, Angela Garcia, Rachel Allen, Ron Roulhac, Susan Barkman, Midori Clark, Kim Skaggs, Jessica Bixenman, Beth Yacono, Sandy Thomas, Kadee Rodriguez, Nancy Freed, and Stephanie Swan

WELCOME AND INTRODUCTIONS
Council Member (CM) Coombs welcomed everyone.

REVIEW/APPROVAL OF MINUTES
The minutes of the January 27, 2021 meeting were approved as written.

ANNOUNCEMENTS
None.

CONSENT ITEMS
None.

NEW ITEMS

Aurora Commission for Seniors (ACS) Name Change Request
Joe Sack, Recreation Services Manager, introduced Ron Roulhac, ACAA Supervisor/ Commission Liaison for the Aurora Commission for Seniors. Mr. Roulhac said before he introduced Jeannie Davis, that she was elected as the Chair this year to serve for two years. Prior to that she was the Vice-Chair for the ACS and prior to that she served on several committees, assisting and building the strength of the Commission.

Ms. Davis read a letter (a copy of which was provided in the Committee's packet) that was sent to members of City Council on September 14, 2020 regarding their request to change the name of the Aurora Commission for Seniors to Aurora Commission for Older Adults. The letter was signed by all seven of the Commissioners. CM Coombs stated that at her last Ward meeting they heard from Barb Schneller as well who said they were bringing this forward.

Ms. Davis offered some thoughts of why they are doing this and the value to the city of Aurora. When they first talk about why, they did a lot of research. They had an organization called Changing the Narrative to come and speak with them. They presented a powerful picture of what the narrative is now. According to the World Health Organization, ageism is the stereotyping and discrimination against individuals or groups based on their age. Ageism can take many forms, including prejudicial attitudes, discriminatory practices or institutional policies and practices that perpetuate stereotypical beliefs and that's where we got hooked. When it comes to

aging, language does matter. The words we use to describe and label older members of society reflect our vision of their capabilities, as well as their contributions. The descriptors with which we identify ourselves says a lot about all of us. The neutral sounding term "seniors" is on the decline globally. One news report out of CNN indicated that 50.8% of older adults surveyed said they were not comfortable with that term. We believe renaming the ACS is the beginning of recognizing that the words we use matter to how older adults are perceived and as it relates to our willingness and our desire to change the narrative from the perspective of ACS.

We're working on our goals for our upcoming presentation in May. We've established one of our important goals is creating greater awareness among Aurora residents of the negative impact that ageism has on our society in general and our community in particular. We're all doing something to kind of tune in to various aspects of this change in the narrative as it relates to seniors. We've learned that societal norms marginalized seniors, they treat them with disrespect, make them feel unwelcome and otherwise generalize them as if they were all the same and many of us on the Commission experience that in various forms. As a result of all of this and all the knowledge that we've gained, we have formed an intergenerational committee. Tackling ageism will require a new understanding of aging by all generations. This understanding needs to counter outdated concepts of older people as burdens and acknowledge the wide diversity of the experience of older age, the inequities of ageism and demonstrate a willingness to ask how society might organize itself better.

One of our primary goals for 2021 came from the speaker who presented from Changing the Narrative. By the way, it's not so much an organization, it's a campaign to change the way people think, talk and act about aging and ageism and as a result of this, they've established an intergenerational committee to address this issue. The goal of the Committee is to celebrate across our community, and they make certain to put that in quotes. That is their primary goal.

Ms. Davis went on to say that if you have an interest, she could tell you a couple of the ways that they plan to achieve that throughout this year. However, she said she is happy to answer any other questions the Committee may have. In the meantime, she hopes that the Committee has seriously considered their name change because they think that it's going to expand the awareness and understanding of aging among the general public, among the Committee, policy makers, decision makers, service providers, all of whom are in Aurora and they're curious to know now what their next steps are in this effort to gain approval of their request.

CM Coombs stated first, she would be interested in hearing some of those points from the Changing the Narrative before they move on.

Ms. Davis said the Changing the Narrative points that they presented during their presentation was language. How people refer to older workers--old fogey, old man, old woman, get out of here with your old, gray hair, baby boomers--things like that. Bring it in to today's society and include older workers mixing in with younger generations of people. In that vein, this Committee has been meeting weekly, starting just a few weeks ago, and to achieve that goal, they propose the following activities. She's certain they can make all of this happen.

They are going to submit an article to the ACAA Buzz Newsletter that Ron's group is putting out, introducing the topic. They want to provide tips in the newsletter throughout the year as follow-up to the article that will educate and break down barriers across age groups. They want to share the article with those of you who are members of City Council to just kind of keep you abreast of how valuable and important this topic is on a global plane. They want to work with the Aurora Youth Commission to share biases, experience and collaborate on activities that will showcase all ages in a positive light. One of their primary thoughts is that they've been talking about doing some virtual workshops. The thought here is that they could do some sort of a virtual program with youth and seniors, whether its talking about a various array of subjects, like music or dance, books and/or movies, let's make an effort to cross-communicate intergenerationally so that none of them feels left out. They don't want children to look at older Aurorans and say, "What do you know, you're old," nor do we want all of the older people living in Aurora to begin looking down at younger people, saying, "What do you know, you don't have any experience." Yes, we've got the experience and knowledge and we want to share that with younger people as well as learn from who they are and where they are going.

CM Coombs said that is excellent and she can think of some really cool ways that music and movie conversation could go in terms of some of today's music and movies and she thinks, in general, we have different experiences, but we also have a lot of commonalities, so being able to understand those. She really appreciates the passion with which Ms. Davis is approaching this topic and all the different ideas they are coming up with. She thinks as this moves forward to study session, which is what they will need to do to get the ordinance changed, to make that official, that it would be great to have a presentation about these reasons and activities that you guys are doing to the full City Council at the study session. It's something that does get taken for granted and it would be a value for the whole Council and the public to hear at that more public forum as well as when we hear it at the Council meeting have those discussions in a public forum. CM Coombs then asked if any of the other Council Members had any questions or comments.

CM Marcano said he just wanted to thank Ms. Davis for presenting and echoes Chair Coombs' comments about the passion with which she is approaching this subject. Know that you have his support and, he doesn't want to speak for his colleagues, he thinks she has all our support in doing this. Improving generational relations is very important.

CM Murillo said to echo comments, she thinks this is a wonderful idea and she loves that there is so much intentionality behind the name change and trying to overcome some of these stereotype and systemic barriers that some of our older adults face. Expanding it even further, she thinks it is even more exciting to hear about. You were mentioning some of the ways in which we could kind of bridge some of that generational and cultural regional divides and it sounds really exciting so she'd love to see how this evolves. If you have any songs you want to share, she has a Ward 1 playlist that she shares out and asks folks who attend her town hall to share because she does think music and arts in general are one of the great equalizers and mediums to have kind of some of these difficult conversations. It's a wonderful medium to be able to bridge some of the gaps between people. Thank you.

CM Coombs asked if there were any other questions or comments from anyone else present. With that, the question before us is would we like to move this forward to a study session. She

believes the answer is yes since both CM Murillo and CM Marcano expressed enthusiasm so we will move this forward to study session. Staff will work to get that scheduled on the study session agenda for full Council and again she thinks it would be of great benefit to everyone to have Ms. Davis and any of her fellow committee members that would like to be there to present and talk to them about this motivation and the ideas and goals that they all have. Ms. Davis thanked CM Coombs.

Outcome
The Committee unanimously agreed to forward this matter to study session.

Follow-up
Staff will place this matter on a future study session.

MISCELLANEOUS MATTERS FOR CONSIDERATION
None.

The next meeting is scheduled for March 24, 3:30 p.m.

Approved: _____
Council Member Alison Coombs, Chair

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 12th January 2021.

James M. Twombly

James M. Twombly, City Manager

City of Aurora, Colorado

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to appoint three members and reappoint one member to the Golf Course Advisory Committee
Item Initiator: Doug McNeil, Manager of Golf, Brook Bell, Director
Staff Source/Legal Source: Kadee Rodriguez, City Clerk, General Management, 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: 5/3/2021

Regular Meeting: 5/3/2021

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 Golf Course Advisory Committee's role is to advise City Council on matters pertaining to the planning, regulation, maintenance, repair, operation, and fee structure of City-owned and controlled golf courses and the play thereon.

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

The Committee is made up of 11 members appointed to 3-year terms, and members may serve up to three terms. There are currently four vacancies. The committee received six (6) applications and interviewed five (5) candidates on March 24, 2021. The Golf Course Advisory Committee wishes to reappoint Matt Stephens and appoint, Dorothy Shadrick, Elizabeth Hamilton and Brenden Wild to its board.

QUESTIONS FOR COUNCIL

Does Council wish to approve and move item forward to formal agenda

LEGAL COMMENTS

The Golf Course Advisory Committee shall have the responsibility and function of advising the city council on such matters as shall pertain to the planning, regulation, maintenance, repair and operation of city-owned and controlled golf courses and the play thereon. (City Code Section 98-120). The Golf Course Advisory Committee shall consist of 11 members. The director of the parks and open space department, and the golf course division manager thereof shall be nonvoting members of the committee. (City Code Section 98-117). All persons appointed to the Golf Course Advisory Committee shall be registered electors and shall have an active interest in promoting the sport of golf on the city golf courses. (City Code Section 98-118). (Lathers)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

Date: 1/15/21

City of Aurora
APPLICATION FOR APPOINTMENT
PLEASE TYPE OR PRINT CLEARLY

Ward No.:

Board/Commission Applying For: Golf Course Advisory Committee

PERSONAL INFORMATION:

Name: Matt Stephens			How long in Aurora?: 35 years
Home Address: 13558 E Center Ave Aurora, CO 80012 Zip: 80012			
E-mail address:	Date of Birth:	Home Phone:	Work Phone:

HIGHEST LEVEL OF EDUCATION OR DEGREE EARNED:

Yrs. Completed: 16	Degree(s): BA, Economics
Colleges: University of Northern Colorado	

EMPLOYMENT:

Employer Name/Address: Break Even Golf 6700 Smith Rd. Unit F Denver, CO 80207	Position: Partner / COO	How long? 2 years
Work Experience: Golf industry over 20 years	Certifications:	

COMMUNITY INVOLVEMENT:

DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? ☐Yes ☑No

If yes, what position:

INTERESTS/ACTIVITIES:

Family time, Outdoors, Golf, Entrepreneurship

WHY DO YOU DESIRE THIS APPOINTMENT:

I have lived in Aurora my entire life and I enjoy helping in an area I have a lot of experience in.

PLEASE GIVE THREE REFERENCES:

Name: Derrick Dobbin	Address: 14242 W Evans Circle Lakewood, CO 80228	Phone: 30
Name: Mike Abram	Address: 6876 E. Whispering Mesquite Trail Scottsdale, AZ 85266	
Name: Steve Black	Address: 10850 Sundown Trail Littleton, CO 80125	Phone:

I certify that the foregoing information is true and correct.

Matt Stephens | Matt Stephens | 1/15/21

(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-)

How did you hear about us:	Ethnic Background:
☐ Newspaper: _____ ☐ News Aurora (water bill newsletter) ☐ Channel 8 ☐ Word of Mouth ☑ Other: Aurora website	☑ White ☐ Black/African American ☐ Hispanic/ Latino ☐ Asian ☐ Native Hawaiian or other Pacific Islander ☐ American Indian or Alaska Native ☐ Two or more races
	Gender: ☑ Male ☐ Female

FOR OFFICE USE ONLY:

Date Received: _____ **Excel Entry Date:** _____ **Initials:** _____	

The Honorable Mayor Coffman
Aurora City Council
15151 E. Alameda Parkway
Aurora, CO 80012-1553

RE: Application for reappointment to Golf Course 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

MATT STEPHENS

Printed name

Golf Course Advisory Committee

Name of Board/Commission

1/15/21

Date

Date: 03/03/2020
Ward No: II
Board/Commission Applying For: Golf Advisory Committee

Name: Brendan Wild
Home Address: 19170 E Pacific Pl
City: Aurora
Zip: 80013
Work Phone:
How Long in Aurora: 3
Register to Vote: Yes

EDUCATION:

Years Completed: 16
Degree(s): BS - Management
Colleges: University of Phoenix

EMPLOYMENT:

Employer Name: Keller Williams Employer Address: 19170 E Pacific Pl
Position: Realtor
How Long?: 1
Work Experience: USN veteran, sales, golf operations, member services, etc
Certifications: REC33

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: Golf, golf, golf! Hiking, traveling, winter sports, cars, etc

APPOINTMENT:

Why do you desire this appointment? I'm an avid golfer with my first child on the way and want to be more present in the golf community and build towards more youth programs and community involvement.
How much time do you anticipate being able to spend on this appointment each month?: as needed

PLEASE GIVE THREE REFERENCES:

Name: James Sengenberger
Address: Aurora, CO

Name: Ozzie Lawliss
Address: Bradenton, FL

Date: 02/28/2021
Ward No:
Board/Commission Applying For: Golf Advisory Board

Name: Dorothy Shadrick
Home Address: 3008 S. Lisbon Way
City: Aurora
Zip: 80013
Work Phone:
How Long in Aurora: 33
Register to Vote: Yes

EDUCATION:

Years Completed: 18
Degree(s): Bachelor Business Administration Masters Business Administration
Colleges: University of Denver University of Phoenix

EMPLOYMENT:

Employer Name: Association, Conferences & Exhibition Mg Employer Address: Retired
Position: CEO
How Long?: 28 years
Work Experience: The Firm ran 501(c)3 professional associations. I was the CEO of 6 non profits
Certifications: Certified Association Executive

COMMUNITY INVOLVEMENT:

Involvement: Murphy Creek Women's Golf Association Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: No If Yes, what position:

INTERESTS/ACTIVITIES:

Interests/Activities: Golf, reading, biking

APPOINTMENT:

Why do you desire this appointment? I have worked with volunteer committees my entire career. I have been able to direct the activities of the committee to achieve the strategic goal of the organization and the committee members. I love golf and have been President of the LPGA Women's Amateur Denver Chapter (formerly EWGA). I would like to give back to the city and sport that means so much to me How much time do you anticipate being able to spend on this appointment each month?: 20 hours

PLEASE GIVE THREE REFERENCES:

Name: Shelly Weber

Address: 7425 E. Kenyon Ave, Denver, CO 80237
Phone:

Name: Susan Russell
Address: 7399 S. Tucson Way, Centennial, CO 80012
Phone:

Name: Neisha Sikora
Address: 13202 Leyden St, Thornton, CO 80602
Phone:

Date: 03/15/2021
Ward No: 5
Board/Commission Applying For: Golf

Name: Elizabeth Hamilton
Home Address: 14166 East Hampden Place Aurora CO
City: Aurora
Zip: 80014
Work Phone:
How Long in Aurora: 15 ye
Register to Vote: Yes

EDUCATION:

Years Completed: 19
Degree(s): BFA Fine Arts Masters of Architecture
Colleges: Bowling Green State University Ohio University of Colorado

EMPLOYMENT:

Employer Name: Retired from City and County of Denver Employer Address: 201 West Colfax
Position: Project Manager
How Long?: 30 year
Work Experience: Managed the design and construction of public buildings including the Central Library, the Convention Center many library projects and Parks and Recreation
Certifications: Licensed Architect State of Colorado LEED AP

COMMUNITY INVOLVEMENT:

Involvement: HOA President Vista At Meadow Hills Do you Presently Serve in Any Other Appointed Position on a Board, Commission or Committee?: Yes If Yes, what position: Aurora Historic Preservation Commission

INTERESTS/ACTIVITIES:

Interests/Activities: Residential renovation; golf,

APPOINTMENT:

Why do you desire this appointment? I love golf and play on several leagues at Meadow Hills Golf Course. I think I have skills that would assist the committee.
How much time do you anticipate being able to spend on this appointment each month?: 10 hours

PLEASE GIVE THREE REFERENCES:

Name: Mike Coffman
Address: 14044 East Hampden Place
Phone:

Name: Jane and Dan Colvin
Address: 14004 E Hampden Place
Phone:

Name: Gordon Tucker
Address: Aurora Historic Preservation Commission
Phone:

MEMORANDUM

City of Aurora

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TO: Mayor Mike Coffman
Members of City Council

THROUGH: Doug McNeil, Manager of Golf
Brooke Bell, Director of Parks, Recreation and Open Space Department

FROM: Patricia Varney, City Clerk Analyst
Kadee Rodriguez, City Clerk

DATE: April 8, 2021

SUBJECT: Golf Course Advisory Committee Appointments

The Golf Course Advisory Committee's role is to advise City Council on matters pertaining to the planning, regulation, maintenance, repair, operation, and fee structure of City-owned and controlled golf courses and the play thereon.

The Committee is made up of 11 members appointed to 3-year terms, and members may serve up to three terms. There are currently four vacancies. The committee received six (6) applications and interviewed five (5) candidates on March 24, 2021.

Elizabeth Hamilton - Ward V. Ms. Hamilton is fairly new to the game of golf. She plays in a league and looks forward to knowing more about this organization and how she might contribute. Elizabeth currently serves on the Aurora Historic Preservation Commission. She is interested in helping to engage entry level players, juniors and women in particular. Elizabeth has a history of serving on a variety of boards.

Dorothy Shadrick – Ward II - Ms. Shadrick is the current President of the Murphy Creek Women's Golf Association. She is a first-generation golfer in her family and plays all the Aurora golf courses. Dorothy has extensive leadership as well as volunteer experience. Dorothy would like to see greater promotion of Aurora league play and emphasize the fun factor with golf.

Matt Stephens – Ward III - Mr. Stephens is seeking re-appointment for a 2nd term. He grew up playing golf in Aurora and has extensive golf course management experience in his career history. He plays Aurora golf courses frequently and is a regular participant with his children at the Big Person – Little Person event at Springhill Golf Course. Matt finds the Aurora Golf staff friendly and is passionate about golf with experience in many areas of the game and has thoughts for golf's future.

Brendan Wild – Ward II - Mr. Wild is a United States Navy veteran and has lived in Aurora for 3 and ½ years. His favorite courses are Murphy Creek and Saddle Rock. Brendan finds the maintenance conditions of those courses exemplary and knew who the architects were. He has some volunteer experience and believes we can increase diversity with junior golf.

In conclusion, the Golf Course Advisory Committee respectfully suggests the appointment of Elizabeth Hamilton, Dorothy Shadrick, Brendan Wild and the re-appointment of Matt Stephens.